BOARD OF DIRECTORS REGULAR MEETING AGENDA

Monday, July 15, 2024 at 3:00 PM

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

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

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

JOIN ZOOM MEETING:

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

DIAL BY PHONE:

+1 (408) 638-0968

Meeting ID: 822 065 5340

ACTION MAY BE TAKEN ON ANY ITEM LISTED ON THIS AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **ANNOUNCEMENT AND VERIFICATION OF REMOTE MEETING PARTICIPATION PURSUANT TO AB 2449 OR GC 54953(b)**
4. **PLEDGE OF ALLEGIANCE**
5. **RULES OF PROCEDURE**
6. **PUBLIC INPUT**
   This is the opportunity for members of the public to address the Board on matters within the Board's jurisdiction. ***Please limit comments to three (3) minutes or less.*** *State law prohibits the Board from discussing or taking action on any item not listed on the agenda.*

EMPLOYEE RECOGNITION

7. **HUMAN RESOURCES REPORT**

ACTION ITEMS

8. RESOLUTION 2024-20 ~ CONFLICT OF INTEREST CODE UPDATE

It is recommended that Resolution 2024-20, amending the Mission Springs Water District Conflict of Interest Code, be adopted.

9. RESOLUTION 2024-21 ~ AMENDING THE CLASSIFICATION AND COMPENSATION PLAN FOR FY 2024-2025

It is recommended to adopt Resolution 2024-21 amending the employee Classification and Compensation Plan for FY 2024-2025.

10. RESOLUTION 2024-22 ~ ADOPTING AN ADMINISTRATIVE CODE

It is recommended to approve Resolution 2024-22 adopting an Administrative Code.

11. CONTRACT AMENDMENT NO. 1 WITH LAYNE CHRISTENSEN COMPANY FOR THE DOWNHOLE REHABILITATION OF WELL 42

It is recommended to authorize the General Manager to execute Contract Amendment No. 1 with Layne Christensen Company for site work and well fitting for new Well 42 in the amount of $234,000.00 from $3,843,867.89 to $4,077,867.89, augment the capital improvement budget for Job No. 11147 in the amount of $234,000.00 from $4,739,000.00 to $4,973,000.00, and do all things necessary to complete the project.

12. CONTRACT AMENDMENT NO. 2 WITH KYLE GROUNDWATER INC. TO DEVELOP A WELL-REHABILITATION PRIORITIZATION PROGRAM

It is recommended to authorize the General Manager to execute Contract Amendment No. 2 with Kyle Groundwater, Inc. to Develop a Well Rehabilitation Prioritization Program in the amount of $17,070.00 from $73,206.00 to $90,276.00, and do all things necessary to complete the project.

13. CONTRACT AMENDMENT NO. 1 WITH LEGEND PUMP AND WELL SERVICE INC. AND CAPITAL PROJECT BUDGET AUGMENTATION FOR WELL 34 REHABILITATION

It is recommended to authorize the General manager to execute Contract Amendment No. 1 with Legend Pump and Well Service Inc. for well 34 in the amount of $30,000.00 from $622,228.20 to $652,228.20, augment the capital improvement budget for Job No. 11742 in the amount of $50,000.00 from $694,000.00 to $744,000.00, and do all things necessary to complete the project.

14. CALIFORNIA SPECIAL DISTRICT ASSOCIATION BOARD OF DIRECTORS, SEAT A TERM 2025 - 2027 SOUTHERN NETWORK

It is recommended that the Board review, consider and select one (1) of the three (3) candidates nominated for Seat A - Southern Network and direct the General Manager to vote for the candidate of their choice.

15. CONTRACT AGREEMENTS WITH TKE ENGINEERING, INC. FOR ON-CALL PROFESSIONAL GENERAL ENGINEERING SERVICES

It is recommended to authorize the General Manager to execute three contract agreements with

TKE Engineering, Inc. for On-Call Professional General Engineering Services in the total amount of $415,000.00 for FY 2024-25.

DISCUSSION ITEMS

16. NANCY WRIGHT REGIONAL WATER RECLAMATION FACILITY UPDATE

17. CRITICAL SERVICES CENTER AND ADMINISTRATION BUILDING UPDATE

18. FRONT LOBBY DISCUSSION

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.

19. APPROVAL OF MINUTES

It is recommended to approve the minutes as follows:

June 5, 2024 - Special Meeting Workshop
June 13, 2024 - Study Session
June 17, 2024 - Board Meeting

20. REGISTER OF DEMANDS

The register of demands totaling $3,057,299.09

REPORTS

21. DIRECTOR'S REPORTS

22. GENERAL MANAGER'S REPORT

Included in this report are the following oral reports:
A. Finance Report
B. Public Affairs Report

COMMENTS

23. DISTRICT COUNSEL COMMENTS

24. DIRECTOR COMMENTS & REQUESTS

A. Director General Comments
B. Director Requests for Future Agenda Items
C. Director Requests for Future Meetings

CLOSED SESSION

25. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: MISSION SPRINGS WATER DISTRICT, a California Water District, Plaintiff, v. SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, Case No. CVPS2402637

26. REPORT ON ACTION TAKEN DURING CLOSED SESSION

27. 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 July 12, 2024, 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).



Dori Petee
Executive Assistant

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETINGS

MEETING DATE(S): JULY 11 & 15, 2024

FROM: ORIANA HOFFERT-HUMAN RESOURCES MANAGER

HUMAN RESOURCES REPORT

PERSONNEL ACTIVITY FOR THE PERIOD JUNE 1-30, 2024

NEW HIRES

Richard Andrade	Field Operations Technician I

ANNIVERSARIES

Adrian Gaona	Field Service Representative I	2 Years
Michael Moore	Field Operations Technician II	5 Years

PROMOTIONS

CERTIFICATIONS/EDUCATIONAL ACCOMPLISHMENTS

AGENDA STAFF REPORT

MEETING NAME: **REGULAR BOARD MEETING**

MEETING DATE(S): **JULY 11 & 15, 2024**

FROM: **MARION CHAMPION, ASSISTANT GENERAL MANAGER,**

FOR: ACTION _X__ DIRECTION ____ INFORMATION ____

RESOLUTION 2024-20 ~ CONFLICT OF INTEREST CODE UPDATE

STAFF RECOMMENDATION

Adopt Resolution 2024-20, amending the Mission Springs Water District Conflict of Interest Code.

SUMMARY

The Conflict of Interest Code designates which individuals must file a disclosure statement commonly known as the Form 700 or Statement of Economic Interests.

Because of a recent change in the District's organizational structure and classification plan, staff recommends making the following update to the list of positions in the District's Conflict of Interest Code:

- Removal of the Government & Public Affairs Manager position

ANALYSIS

The Political Reform Act of 1974 requires local government agencies to review their Conflict of Interest Code biennially to determine if adjustments are needed. Upon the Board's adoption, the Resolution will be forwarded to the office of the Riverside County Clerk of the Board of Supervisors (RCCBS) for approval by the RCCBS. The reports are due no later than August 1st of every even-numbered year.

Previously, the Board adopted Resolution 2022-19 on July 18, 2022, with changes to Staff titles and the omition of certain positions.

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

FISCAL IMPACT & STRATEGIC PLAN IMPLEMENTATION

There is no fiscal impact associated with this item. This item is consistent with Smart Goal #3, key success measure 3.3.7 fostering a culture of financial responsibility.

ATTACHMENTS

Resolution 2024-20 – redline version

RESOLUTION NO. 2024~~2-19~~20

A RESOLUTION OF THE BOARD OF DIRECTORS OF MISSION SPRINGS WATER DISTRICT AMENDING ITS CONFLICT OF INTEREST CODE AND RESCINDING RESOLUTION NO. 2020~~2~~-18~~9~~

WHEREAS~~,~~ the Political Reform Act ("Act") (Government Code Section 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS~~,~~ the Fair Political Practices Commission ("Commission") has adopted a regulation (2 California Code of Regulations Section 18730) which contains the terms of a standard conflict of interest code which may be incorporated by reference in an agency's code;

WHEREAS~~,~~ after public notice and hearing, the standard code may be amended by the Commission to conform to amendments in the Act;

WHEREAS~~,~~ the Mission Springs Water District desires to adopt and incorporate by reference the terms of 2 California Code of Regulations Section 18730, and any and all amendments thereto adopted by the Commission.

NOW THEREFORE, be it resolved as follows:

Section 1. Adoption of Code by Reference
The Political Reform Act ("Act") (Government Code Section 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission ("Commission") has adopted a regulation (2 California Code of Regulations Section 18730 ("Conflicts Code Regulation") which contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Commission to conform to amendments in the Act.

The terms of ~~Conflicts Code Regulation,~~the Conflicts Code Regulation and any amendments to it duly adopted by the Commission are hereby incorporated by reference. This regulation and the attached Appendices "A" and "B" designating officials and employees and establishing disclosure categories~~,~~ shall constitute the Conflict of Interest Code ("Code") for the Mission Springs Water District ("District").

Section 2. Place of Filing
Designated employees shall file a statement of economic interests with the Secretary to the Board of Directors of the District ("Board"). Upon receipt of the statements of the Board, the Secretary to the Board shall make and retain a copy of the statements and forward the original statements to the County of Riverside.

Statements for all other designated employees shall be delivered to the Secretary to the Board and retained by the District.

Section 3. Violations
This Code has the force and effect of law. Designated employees violating any provision of this Code are subject to the administrative, criminal and civil sanctions provided in the Act, as it may be amended from time to time.

Section 4. Repeal of Resolutions
The Board does hereby repeal Resolution No. 202~~0~~2-1~~8~~9 in its entirety and adopt the foregoing as the Conflict of Interest Code for the Mission Springs Water District.

ADOPTED this ___ day of July 2024, by the following vote:

Ayes:
Noes:
Abstain:
Absent:

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

ATTEST:

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

APPENDIX A

DESIGNATED FILERS

DESIGNATED FILERS	DISCLOSURE CATEGORIES
~~Government and Public Affairs Manager~~	~~All (1-3)~~
Director of Operations	All (1-3)
Assistant General Manager	All (1-3)
Engineering Manager	All (1-3)
Human Resources Manager	All (1-3)
Legal Counsel	All (1-3)
Consultants*	

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below manage public investments and shall file a Statement of Economic Interests pursuant to Government Code Section 87200:

Board of Directors
General Manager
Director of Finance

*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitations:

The General Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determinations shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

The designated position of Consultants includes special legal counsel retained by the District as a position subject to the foregoing specialized disclosure category.

APPENDIX B

DISCLOSURE CATEGORIES

This Code does not establish any disclosure obligation for those designated employees who are also specified in Government Code Section 87200. Such persons are covered by this Code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in Appendix A specify which kinds of financial interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in Appendix A. It has been determined that the financial interests set forth in a designated employee's disclosure categories are the kinds of financial interests which he or she foreseeably can affect materially through the conduct of his or her office.

The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property, which the designated employee must disclose for each disclosure category to which he or she is assigned.

Category 1: Interest in real property.

Category 2: All investments and business positions in any business entity and income from any sources which are (1) a private water company; or (2) an entity or person engaged in farming or real estate development or an owner of real property.

Category 3: Investment and business positions in business entities, and sources of income, which provide services, supplies, materials, machinery, or equipment of the type utilized by the District.

AGENDA STAFF REPORT

MEETING NAME: **BOARD OF DIRECTORS REGULAR MEETING**

MEETING DATE(S): **JULY 11 & JULY 15, 2024**

FROM: **ORIANA HOFFERT, HUMAN RESOURCES MANAGER**

FOR: ACTION _X__ DIRECTION ____ INFORMATION ____

RESOLUTION 2024-21 ~ AMENDING CLASSIFICATION AND COMPENSATION PLANS FOR FY 2024-2025

STAFF RECOMMENDATION

Staff requests the Board adopt Resolution 2024-21, which amends the Employee Classification and Compensation Plan for FY 2024-2025.

SUMMARY

Resolution 2024-21 amends the FY 2024-2025 Classification and Compensation plan (Salary Schedule).

ANALYSIS

The current Classification and Compensation Plan for FY 2024-2025 contains some minor rounding errors created when the cost-of-living increase (4.78%) was implemented. Although the rounding errors were by a few cents, the District has addressed these minor discrepancies and updated the Salary Schedule to correct the rounding errors.

FISCAL IMPACT & STRATEGIC PLAN IMPLEMENTATION

There is no financial impact to the District by adopting Resolution 2024-21 which amends the FY 2024-2025 employee Classification and Compensation Plan. This action is consistent with Strategic Plan Smart Goal #7.3 - Recruit and retain employees.

ATTACHMENTS

Updated 2024-2025 Salary Schedule
Resolution 2024-21

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

FY 2025

MISSION SPRINGS WATER DISTRICT

Effective July 1, 2024
Adopted by the Board on:
Resolution #2024-21

Mission Springs Water District
Value is our Mission

	Range	Step A	Step A1	Step B	Step B1	Step C	Step C1	Step D	Step D1	Step E	Step E1	Step F	
General Manager	Contract	$227,489.60 $18,957.47 $109.37	$233,168.00 $19,430.67 $112.10	$238,992.00 $19,916.00 $114.90	$244,961.60 $20,413.47 $117.77	$251,076.80 $20,923.07 $120.71	$257,358.40 $21,446.53 $123.73	$263,785.60 $21,982.13 $126.82	$270,379.20 $22,531.60 $129.99	$277,139.20 $23,094.93 $133.24	$284,065.60 $23,672.13 $136.57	$291,158.40 $24,263.20 $139.98	Annual Month $/Hr.
	30	$195,625.10 $16,302.09 $94.05	$200,507.01 $16,708.92 $96.40	$205,519.68 $17,126.64 $98.81	$210,663.12 $17,555.26 $101.28	$215,937.33 $17,994.78 $103.82	$221,342.30 $18,445.19 $106.41	$226,878.04 $18,906.50 $109.08	$232,544.54 $19,378.71 $111.80	$238,363.60 $19,863.63 $114.60	$244,313.43 $20,359.45 $117.46	$250,415.82 $20,867.98 $120.39	Annual Month $/Hr.
Assistant General Manager (1)	29	$186,188.19 $15,515.68 $89.51	$190,852.16 $15,904.35 $91.76	$195,625.10 $16,302.09 $94.05	$200,507.01 $16,708.92 $96.40	$205,519.68 $17,126.64 $98.81	$210,663.12 $17,555.26 $101.28	$215,937.33 $17,994.78 $103.82	$221,342.30 $18,445.19 $106.41	$226,878.04 $18,906.50 $109.08	$232,544.54 $19,378.71 $111.80	$238,363.60 $19,863.63 $114.60	Annual Month $/Hr.
	28	$177,230.76 $14,769.23 $85.21	$181,654.99 $15,137.92 $87.33	$186,188.19 $15,515.68 $89.51	$190,852.16 $15,904.35 $91.76	$195,625.10 $16,302.09 $94.05	$200,507.01 $16,708.92 $96.40	$205,519.68 $17,126.64 $98.81	$210,663.12 $17,555.26 $101.28	$215,937.33 $17,994.78 $103.82	$221,342.30 $18,445.19 $106.41	$226,878.04 $18,906.50 $109.08	Annual Month $/Hr.
Director of Finance (1)	27	$168,687.42 $14,057.28 $81.10	$172,915.50 $14,409.63 $83.13	$177,230.76 $14,769.23 $85.21	$181,654.99 $15,137.92 $87.33	$186,188.19 $15,515.68 $89.51	$190,852.16 $15,904.35 $91.76	$195,625.10 $16,302.09 $94.05	$200,507.01 $16,708.92 $96.40	$205,519.68 $17,126.64 $98.81	$210,663.12 $17,555.26 $101.28	$215,937.33 $17,994.78 $103.82	Annual Month $/Hr.
Director of Operations (1)	26	$160,558.17 $13,379.85 $77.19	$164,568.31 $13,714.03 $79.12	$168,687.42 $14,057.28 $81.10	$172,915.50 $14,409.63 $83.13	$177,230.76 $14,769.23 $85.21	$181,654.99 $15,137.92 $87.33	$186,188.19 $15,515.68 $89.51	$190,852.16 $15,904.35 $91.76	$195,625.10 $16,302.09 $94.05	$200,507.01 $16,708.92 $96.40	$205,519.68 $17,126.64 $98.81	Annual Month $/Hr.
	25	$152,821.21 $12,735.10 $73.47	$156,635.20 $13,052.93 $75.31	$160,558.17 $13,379.85 $77.19	$164,568.31 $13,714.03 $79.12	$168,687.42 $14,057.28 $81.10	$172,915.50 $14,409.63 $83.13	$177,230.76 $14,769.23 $85.21	$181,654.99 $15,137.92 $87.33	$186,188.19 $15,515.68 $89.51	$190,852.16 $15,904.35 $91.76	$195,625.10 $16,302.09 $94.05	Annual Month $/Hr.
Engineering Manager (1)	24	$145,454.76 $12,121.23 $69.93	$149,094.40 $12,424.53 $71.68	$152,821.21 $12,735.10 $73.47	$156,635.20 $13,052.93 $75.31	$160,558.17 $13,379.85 $77.19	$164,568.31 $13,714.03 $79.12	$168,687.42 $14,057.28 $81.10	$172,915.50 $14,409.63 $83.13	$177,230.76 $14,769.23 $85.21	$181,654.99 $15,137.92 $87.33	$186,188.19 $15,515.68 $89.51	Annual Month $/Hr.
	23	$138,437.01 $11,536.42 $66.56	$141,902.30 $11,825.19 $68.22	$145,454.76 $12,121.23 $69.93	$149,094.40 $12,424.53 $71.68	$152,821.21 $12,735.10 $73.47	$156,635.20 $13,052.93 $75.31	$160,558.17 $13,379.85 $77.19	$164,568.31 $13,714.03 $79.12	$168,687.42 $14,057.28 $81.10	$172,915.50 $14,409.63 $83.13	$177,230.76 $14,769.23 $85.21	Annual Month $/Hr.
Human Resources Manager (1) Innovation & Technology Manager (1)	22	$131,767.98 $10,980.66 $63.35	$135,058.91 $11,254.91 $64.93	$138,437.01 $11,536.42 $66.56	$141,902.30 $11,825.19 $68.22	$145,454.76 $12,121.23 $69.93	$149,094.40 $12,424.53 $71.68	$152,821.21 $12,735.10 $73.47	$156,635.20 $13,052.93 $75.31	$160,558.17 $13,379.85 $77.19	$164,568.31 $13,714.03 $79.12	$168,687.42 $14,057.28 $81.10	Annual Month $/Hr.
	21	$125,425.85 $10,452.15 $60.30	$128,564.22 $10,713.69 $61.81	$131,767.98 $10,980.66 $63.35	$135,058.91 $11,254.91 $64.93	$138,437.01 $11,536.42 $66.56	$141,902.30 $11,825.19 $68.22	$145,454.76 $12,121.23 $69.93	$149,094.40 $12,424.53 $71.68	$152,821.21 $12,735.10 $73.47	$156,635.20 $13,052.93 $75.31	$160,558.17 $13,379.85 $77.19	Annual Month $/Hr.
Accounting Manager (1)	20	$119,388.85 $9,949.07 $57.40	$122,374.66 $10,197.89 $58.83	$125,425.85 $10,452.15 $60.30	$128,564.22 $10,713.69 $61.81	$131,767.98 $10,980.66 $63.35	$135,058.91 $11,254.91 $64.93	$138,437.01 $11,536.42 $66.56	$141,902.30 $11,825.19 $68.22	$145,454.76 $12,121.23 $69.93	$149,094.40 $12,424.53 $71.68	$152,821.21 $12,735.10 $73.47	Annual Month $/Hr.
Chief Plant Operator (1) Field Operations Superintendent (1)	19	$113,635.17 $9,469.60 $54.63	$116,468.42 $9,705.70 $55.99	$119,388.85 $9,949.07 $57.40	$122,374.66 $10,197.89 $58.83	$125,425.85 $10,452.15 $60.30	$128,564.22 $10,713.69 $61.81	$131,767.98 $10,980.66 $63.35	$135,058.91 $11,254.91 $64.93	$138,437.01 $11,536.42 $66.56	$141,902.30 $11,825.19 $68.22	$145,454.76 $12,121.23 $69.93	Annual Month $/Hr.
Associate Engineer (1)	18	$108,164.81 $9,013.73 $52.00	$110,867.30 $9,238.94 $53.30	$113,635.17 $9,469.60 $54.63	$116,468.42 $9,705.70 $55.99	$119,388.85 $9,949.07 $57.40	$122,374.66 $10,197.89 $58.83	$125,425.85 $10,452.15 $60.30	$128,564.22 $10,713.69 $61.81	$131,767.98 $10,980.66 $63.35	$135,058.91 $11,254.91 $64.93	$138,437.01 $11,536.42 $66.56	Annual Month $/Hr.
Customer Service Manager (1) Sr. Lead WWTPO	17	$102,955.99 $8,579.67 $49.50	$105,527.71 $8,793.98 $50.73	$108,164.81 $9,013.73 $52.00	$110,867.30 $9,238.94 $53.30	$113,635.17 $9,469.60 $54.63	$116,468.42 $9,705.70 $55.99	$119,388.85 $9,949.07 $57.40	$122,374.66 $10,197.89 $58.83	$125,425.85 $10,452.15 $60.30	$128,564.22 $10,713.69 $61.81	$131,767.98 $10,980.66 $63.35	Annual Month $/Hr.
Water Production Supervisor (1)	16	$98,008.70 $8,167.39 $47.12	$100,449.65 $8,370.80 $48.29	$102,955.99 $8,579.67 $49.50	$105,527.71 $8,793.98 $50.73	$108,164.81 $9,013.73 $52.00	$110,867.30 $9,238.94 $53.30	$113,635.17 $9,469.60 $54.63	$116,468.42 $9,705.70 $55.99	$119,388.85 $9,949.07 $57.40	$122,374.66 $10,197.89 $58.83	$125,425.85 $10,452.15 $60.30	Annual Month $/Hr.
Programs and Public Affairs Specialist (1) Executive Assistant (1) Lead WWTPO (1)	15	$93,279.35 $7,773.28 $44.85	$95,611.33 $7,967.61 $45.97	$98,008.70 $8,167.39 $47.12	$100,449.65 $8,370.80 $48.29	$102,955.99 $8,579.67 $49.50	$105,527.71 $8,793.98 $50.73	$108,164.81 $9,013.73 $52.00	$110,867.30 $9,238.94 $53.30	$113,635.17 $9,469.60 $54.63	$116,468.42 $9,705.70 $55.99	$119,388.85 $9,949.07 $57.40	Annual Month $/Hr.
GIS Specialist (1)	14	$88,789.73 $7,399.14 $42.69	$91,012.75 $7,584.40 $43.76	$93,279.35 $7,773.28 $44.85	$95,611.33 $7,967.61 $45.97	$98,008.70 $8,167.39 $47.12	$100,449.65 $8,370.80 $48.29	$102,955.99 $8,579.67 $49.50	$105,527.71 $8,793.98 $50.73	$108,164.81 $9,013.73 $52.00	$110,867.30 $9,238.94 $53.30	$113,635.17 $9,469.60 $54.63	Annual Month $/Hr.
	13	$84,518.06 $7,043.17 $40.63	$86,632.10 $7,219.34 $41.65	$88,789.73 $7,399.14 $42.69	$91,012.75 $7,584.40 $43.76	$93,279.35 $7,773.28 $44.85	$95,611.33 $7,967.61 $45.97	$98,008.70 $8,167.39 $47.12	$100,449.65 $8,370.80 $48.29	$102,955.99 $8,579.67 $49.50	$105,527.71 $8,793.98 $50.73	$108,164.81 $9,013.73 $52.00	Annual Month $/Hr.
Business Analyst (1); Contracts Analyst (1) Accountant (1); Lead Facilities Maintenance Worker (1) Lead Field Operations Technician (2)	12	$80,442.54 $6,703.54 $38.67	$82,447.61 $6,870.63 $39.64	$84,518.06 $7,043.17 $40.63	$86,632.10 $7,219.34 $41.65	$88,789.73 $7,399.14 $42.69	$91,012.75 $7,584.40 $43.76	$93,279.35 $7,773.28 $44.85	$95,611.33 $7,967.61 $45.97	$98,008.70 $8,167.39 $47.12	$100,449.65 $8,370.80 $48.29	$102,955.99 $8,579.67 $49.50	Annual Month $/Hr.
Lead Collections System Operator (1) WWTPO II (3) Lead Field Services Rep. (1)	11	$76,563.17 $6,380.26 $36.81	$78,481.06 $6,540.09 $37.73	$80,442.54 $6,703.54 $38.67	$82,447.61 $6,870.63 $39.64	$84,518.06 $7,043.17 $40.63	$86,632.10 $7,219.34 $41.65	$88,789.73 $7,399.14 $42.69	$91,012.75 $7,584.40 $43.76	$93,279.35 $7,773.28 $44.85	$95,611.33 $7,967.61 $45.97	$98,008.70 $8,167.39 $47.12	Annual Month $/Hr.
Engineering Technician II (2) Water Production Operator II (1)	10	$72,858.14 $6,071.51 $35.03	$74,688.86 $6,224.07 $35.91	$76,563.17 $6,380.26 $36.81	$78,481.06 $6,540.09 $37.73	$80,442.54 $6,703.54 $38.67	$82,447.61 $6,870.63 $39.64	$84,518.06 $7,043.17 $40.63	$86,632.10 $7,219.34 $41.65	$88,789.73 $7,399.14 $42.69	$91,012.75 $7,584.40 $43.76	$93,279.35 $7,773.28 $44.85	Annual Month $/Hr.
Administrative Assistant II; WWTPO I (2) Collections System Operator II (1) Field Operations Technician II (3)	9	$69,327.48 $5,777.29 $33.33	$71,071.02 $5,922.58 $34.17	$72,858.14 $6,071.51 $35.03	$74,688.86 $6,224.07 $35.91	$76,563.17 $6,380.26 $36.81	$78,481.06 $6,540.09 $37.73	$80,442.54 $6,703.54 $38.67	$82,447.61 $6,870.63 $39.64	$84,518.06 $7,043.17 $40.63	$86,632.10 $7,219.34 $41.65	$88,789.73 $7,399.14 $42.69	Annual Month $/Hr.
Accounting Technician (2); Engineering Technician I Sr. Customer Service Rep (1); Water Production Op I (2) Field Services Rep. II/Backflow Specialist (1)	8	$65,971.16 $5,497.60 $31.72	$67,627.53 $5,635.63 $32.51	$69,327.48 $5,777.29 $33.33	$71,071.02 $5,922.58 $34.17	$72,858.14 $6,071.51 $35.03	$74,688.86 $6,224.07 $35.91	$76,563.17 $6,380.26 $36.81	$78,481.06 $6,540.09 $37.73	$80,442.54 $6,703.54 $38.67	$82,447.61 $6,870.63 $39.64	$84,518.06 $7,043.17 $40.63	Annual Month $/Hr.
Field Operations Technician I (4); Field Service Rep. II (1) Collections System Operator I; Admin. Assistant I (1) Purchasing and Warehouse Specialist (1)	7	$62,789.21 $5,232.43 $30.19	$64,358.39 $5,363.20 $30.94	$65,971.16 $5,497.60 $31.72	$67,627.53 $5,635.63 $32.51	$69,327.48 $5,777.29 $33.33	$71,071.02 $5,922.58 $34.17	$72,858.14 $6,071.51 $35.03	$74,688.86 $6,224.07 $35.91	$76,563.17 $6,380.26 $36.81	$78,481.06 $6,540.09 $37.73	$80,442.54 $6,703.54 $38.67	Annual Month $/Hr.
W.W. Operator Trainee	6	$59,759.81 $4,979.98 $28.73	$61,263.61 $5,105.30 $29.45	$62,789.21 $5,232.43 $30.19	$64,358.39 $5,363.20 $30.94	$65,971.16 $5,497.60 $31.72	$67,627.53 $5,635.63 $32.51	$69,327.48 $5,777.29 $33.33	$71,071.02 $5,922.58 $34.17	$72,858.14 $6,071.51 $35.03	$74,688.86 $6,224.07 $35.91	$76,563.17 $6,380.26 $36.81	Annual Month $/Hr.
Field Service Rep. I (1) Customer Service Rep II (2)	5	$56,882.97 $4,740.25 $27.35	$58,299.59 $4,858.30 $28.03	$59,759.81 $4,979.98 $28.73	$61,263.61 $5,105.30 $29.45	$62,789.21 $5,232.43 $30.19	$64,358.39 $5,363.20 $30.94	$65,971.16 $5,497.60 $31.72	$67,627.53 $5,635.63 $32.51	$69,327.48 $5,777.29 $33.33	$71,071.02 $5,922.58 $34.17	$72,858.14 $6,071.51 $35.03	Annual Month $/Hr.
Office Specialist II (1)	4	$54,136.89 $4,511.41 $26.03	$55,488.14 $4,624.01 $26.68	$56,882.97 $4,740.25 $27.35	$58,299.59 $4,858.30 $28.03	$59,759.81 $4,979.98 $28.73	$61,263.61 $5,105.30 $29.45	$62,789.21 $5,232.43 $30.19	$64,358.39 $5,363.20 $30.94	$65,971.16 $5,497.60 $31.72	$67,627.53 $5,635.63 $32.51	$69,327.48 $5,777.29 $33.33	Annual Month $/Hr.
Customer Service Rep. I	3	$51,521.58 $4,293.47 $24.77	$52,807.44 $4,400.62 $25.39	$54,136.89 $4,511.41 $26.03	$55,488.14 $4,624.01 $26.68	$56,882.97 $4,740.25 $27.35	$58,299.59 $4,858.30 $28.03	$59,759.81 $4,979.98 $28.73	$61,263.61 $5,105.30 $29.45	$62,789.21 $5,232.43 $30.19	$64,358.39 $5,363.20 $30.94	$65,971.16 $5,497.60 $31.72	Annual Month $/Hr.
Office Specialist I	2	$49,037.04 $4,086.42 $23.58	$50,257.52 $4,188.13 $24.16	$51,521.58 $4,293.47 $24.77	$52,807.44 $4,400.62 $25.39	$54,136.89 $4,511.41 $26.03	$55,488.14 $4,624.01 $26.68	$56,882.97 $4,740.25 $27.35	$58,299.59 $4,858.30 $28.03	$59,759.81 $4,979.98 $28.73	$61,263.61 $5,105.30 $29.45	$62,789.21 $5,232.43 $30.19	Annual Month $/Hr.
	1	$46,661.47 $3,888.46 $22.43	$47,838.36 $3,986.53 $23.00	$49,037.04 $4,086.42 $23.58	$50,257.52 $4,188.13 $24.16	$51,521.58 $4,293.47 $24.77	$52,807.44 $4,400.62 $25.39	$54,136.89 $4,511.41 $26.03	$55,488.14 $4,624.01 $26.68	$56,882.97 $4,740.25 $27.35	$58,299.59 $4,858.30 $28.03	$59,759.81 $4,979.98 $28.73	Annual Month $/Hr.

RESOLUTION NO. 2024-21

A RESOLUTION OF THE BOARD OF DIRECTORS OF MISSION SPRINGS WATER DISTRICT APPROVING AND ADOPTING ITS REVISED EMPLOYEE COMPENSATION PLAN FOR FY 2024-2025

WHEREAS, the Board of Directors, by Resolution, annually adopts a Classification and Compensation Plan for its employees; and

WHEREAS, on June 17, 2024, the Mission Springs Water District Board of Directors adopted Resolution 2024-16 adopting the FY 2024-2025 Classification and Compensation Plan for its employees, and

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED that the Board of Directors of Mission Springs Water District hereby amends and adopts Resolution 2024-21 amending the FY 2024-2025 Classification and Compensation Plan for its employees.

ADOPTED this _____ day of July 2024, by the following vote:

Ayes:
Noes:
Abstain:
Absent:

Ivan Sewell
President of Mission Springs Water District
and its Board of Directors

ATTEST:

Brian Macy
Secretary of Mission Springs Water District
and its Board of Directors

AGENDA STAFF REPORT

MEETING NAME: **BOARD OF DIRECTORS REGULAR MEETING**

MEETING DATE(S): **JULY 11 & JULY 15, 2024**

FROM: **MARION CHAMPION, ASSISTANT GENERAL MANAGER**

FOR: ACTION _X__ DIRECTION ____ INFORMATION ____

RESOLUTION 2024-22 ~ ADOPTING AN ADMINISTRATIVE CODE

STAFF RECOMMENDATION

Staff requests the Board approve Resolution 2024-22 adopting an Administrative Code.

SUMMARY

Over the past several years, staff has been working with MSWD consultants and legal counsel to develop an Administrative Code (Code) which will provide an easier and more transparent method of accessing MSWD's policies and procedures. The Code shall include the policies and procedures of the District, whether adopted by ordinance, resolution, or other appropriate action of the Board, which are deemed to warrant inclusion in the Code. All provisions of this Code will posted on the MSWD website and are subject to revisions and amendment from time to time as necessary.

FISCAL IMPACT & STRATEGIC PLAN IMPLEMENTATION

There is no cost in adopting the resolution or Code. This action is consistent with Strategic Plan Smart Goal 6.1- Embracing technological solutions that align the District with industry best practices and modern standards.

ATTACHMENTS

Exhibit A – Titles 1 through 6 (Code)
Resolution 2024-22

FINANCIAL DATA		
Cost Associated with this action:		$0.00
Current FY cost:		$0.00
Future FY cost:		$0.00
Is it covered in current year budget:	YES ☒	NO ☐
Budget adjustment needed:	YES ☐	NO ☒
If yes, year needed:	N/A	
All previous contracts including dates, amounts and board approvals are attached or have been made available.		
FUNDING SOURCES		
Source of funds:	N/A	
BID/Job#	N/A	
Current BID/Job balance	N/A	
Balance remaining if approved:		$0.00

Contents

Title 1 – GENERAL PROVISIONS
- **Chapter 1.01 – ADMINISTRATIVE CODE**
  - **Section 1.01.010 – Intent**
  - **Section 1.01.020 – Adoption of Administrative Code**
  - **Section 1.01.030 – Title, Citation, and Reference**
  - **Section 1.01.040 – Reference Applies to All Amendments**
  - **Section 1.01.050 – Title, Chapter, and Section Headings**
  - **Section 1.01.060 – Reference to Specific Ordinance and Resolutions**
  - **Section 1.01.070 – Effect on Past Actions and Obligations**
  - **Section 1.01.080 – Modification of Administrative Code**
  - **Section 1.01.090 – Definitions**
- **Chapter 1.02 – CONFLICT OF INTEREST CODE**
  - **Section 1.02.010 – Adoption of Code by Reference**
  - **Section 1.02.020 – Place of Filing**
  - **Section 1.02.030 – Violations**
  - **Section 1.02.040 – Designated Filers and Disclosure Categories**
  - **Section 1.02.050 – Officials Who Manage Public Investments**
  - **Section 1.02.060 – Disclosure Categories**

Title 1 – GENERAL PROVISIONS

Chapter 1.01 – ADMINISTRATIVE CODE

Section 1.01.010 – Intent

It is the intent of the Board of Directors of the Mission Springs Water District to maintain an Administrative Code containing a comprehensive record of the District's current policies, rules, and legally enforceable regulations enacted by the Board of Directors. The regulations contained herein are based on the authority granted to the Board of Directors by the County Water District Law of the California Water Code in Section 30000 *et seq* and applicable provisions of State Law. The Administrative Code will serve as a resource for Directors, staff, and members of the public in determining the manner in which matters of the District business are conducted.

Section 1.01.020 – Adoption of Administrative Code

Mission Springs Water District adopted the "Mission Springs Water District Administrative Code" in its entirety on July 15, 2024. The version of this Administrative Code in effect at any given time is inclusive of any modifications made after the adoption date by one or more ordinances or resolutions passed by the Board of Directors.

Section 1.01.030 – Title, Citation, and Reference

This Code shall be known as the "Mission Springs Water District Administrative Code" and it shall be sufficient to refer to this code as the "Mission Springs Water District Code," "Administrative Code" or "the Code" in any prosecution for the violation of any provision thereof, or in any proceeding at law or equity. It shall be sufficient to designate any ordinance or resolution adding to, amending, correcting, or repealing all or any part or portion thereof as an addition to, amendment to, correction, or repeal of the "Mission Springs Water District Administrative Code." Further, reference may be had to the titles, chapters, sections, and subsections of the "Mission Springs Water District Administrative Code" and such reference shall apply to that numbered title, chapter, section, or subsection as it appears in the Code.

Section 1.01.040 – Reference Applies to All Amendments

Whenever a reference is made to this Code as the "Mission Springs Water District Administrative Code" or to any position thereof, or to any ordinance, resolution or policy of the Mission Springs Water District codified in the Code, the reference shall apply to all amendments, corrections and additions heretofore, now or hereafter made. In addition, from time to time the Board of Directors of the Mission Springs Water District may adopt Ordinances that may not be chaptered into this Code directly. These Ordinances, once duly adopted by the Board of Directors, shall be incorporated into this Code as though fully set forth herein, and these Ordinances shall carry the full weight of this Code.

Section 1.01.050 – Title, Chapter, and Section Headings

Title, chapter, and section headings contained in this Code shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of any title, chapter, or section hereof.

Section 1.01.060 – Reference to Specific Ordinance and Resolutions

The provisions of this Code shall not in any manner affect matters of record which refer to, or are otherwise connected with, ordinances, resolutions, or policies which are therein specifically designated by number or otherwise, and which are included within the Code, but such reference shall be construed to apply to the corresponding provisions contained within this Code.

Section 1.01.070 – Effect on Past Actions and Obligations

The adoption of this Code does not affect prosecutions for ordinance, resolution, or policy violations committed before the effective date of this Code, or any violations of ordinances and/or resolutions adopted by the Board but otherwise not affirmatively part of the Code, does not waive any fee or penalty due and unpaid on the effective date of this Code, and does not affect the validity of any bond or cash deposit posted, filed, or deposited pursuant to the requirements of any ordinance or resolution.

Section 1.01.080 – Modification of Administrative Code

Consideration by the Board of Directors to modify this Code shall be accomplished by adoption of an ordinance or resolution, as appropriate.

Section 1.01.090 – Definitions

A. General

1. All general provisions, terms, phrases and expressions contained in this Code shall be liberally construed in order that the true intent and meaning of the Board of Directors may be fully carried out. In the interpretation and application of any provisions of this Code, they shall be held to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience and general welfare. Where any provision of the Code imposes greater restrictions upon the subject matter than another more general provision imposed by the Code or other law, the provision imposing the greater restriction or regulation shall be deemed to be controlling. In all interpretations of this Code, and ordinances and resolutions, the courts shall look diligently for the intention of the Board of Directors. Grammatical errors shall not vitiate, and a transposition of words and clauses may be resorted to when the sentence or clause is without meaning as it stands. To the extent any job titles, positions, committees, or other terms have been replaced or superseded, the Code shall be interpreted to refer to the most current job title, position, committee, or term, as may be changed,

replaced, superseded or amended from time to time, provided such interpretation does not substantively amend the Code or intent thereof.

B. California Codes

1. Any reference to the codified statutes of the state including but not limited to Business and Professions Code, Civil Code, Code of Civil Procedure, Commercial Code, Corporations Code, Education Code, Elections Code, Evidence Code, Family Code, Financial Code, Fish and Game Code, Food and Agricultural Code, Government Code, Harbors and Navigation Code, Health and Safety Code, Insurance Code, Labor Code, Military and Veterans Code, Penal Code, Probate Code, Public Contract Code, Public Resources Code, Public Utilities Code, Revenue and Taxation Code, Streets and Highways Code, Unemployment Insurance Code, Vehicle Code, Water Code, or Welfare and Institutions Code are to such codes as adopted and now or hereafter amended. Any reference to a state law or state act by title is to such law or act as amended.

C. Terms and Definitions.

1. Controller and/or Director of Administrative Services – The Term “Controller” and/or “Director of Administrative Services” as used herein shall mean and refer to the Director of Finance, or such other position within the District as may hereinafter be established to perform such duties.
2. County – The term “county” means Riverside County, California.
3. Day – The period of time between any midnight and the midnight following.
4. Must – The term "must" shall be construed as being mandatory.
5. Nontechnical and technical words – Words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a peculiar and appropriate meaning in law shall be construed and understood according to such meaning.
6. Oath – The term "oath" shall be construed to include an affirmation in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases the words "swear" and "sworn" shall be equivalent to the words "affirm" and "affirmed."
7. Officers, boards, commissions – All references to officers, boards or commissions are to officers, boards or commissions of the district.
8. Person – The term "person" shall extend and be applied to a number of persons and to associations, clubs, societies, firms, partnerships, and bodies politic and corporate, as well as to individuals.
9. Preceding, following – The terms "preceding" and "following" mean next before and next after, respectively.
10. Public place – The term "public place" shall mean any park, cemetery, schoolyard or open space adjacent thereto, or any area available and/or accessible to the public, regardless of whether privately or publicly owned.

11. Shall – The term "shall" shall be construed as being mandatory.
12. State – The term "state" or means the State of California.
13. Week – The term "week" shall be construed to mean a calendar week of seven days.
14. Year – The term "year" shall mean a calendar year.
15. Delegation of authority – Whenever a provision appears requiring the head of a department of the district to do some act or make certain inspections it is to be construed to authorize the head of the department to designate, delegate and authorize subordinates to perform the required act or make the required inspection unless the terms of the provision or section designate otherwise.
16. District or water district or MSWD – The term “district” or “water district” or “MSWD” means the Mission Springs Water District.
17. May – The term "may" shall be construed as being permissive.
18. Month – The term "month" means a calendar month.

Chapter 1.02 – CONFLICT OF INTEREST CODE

Section 1.02.010 – Adoption of Code by Reference

The Political Reform Act (“Act”) (Government Code Section 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (“Commission”) has adopted a regulation (California Code of Regulations Section 18730 “Conflicts Code Regulation”) which contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency’s code. After public notice and hearing, the standard code may be amended by the Commission to conform to amendments in the Act.

The terms of Conflicts Code Regulation, and any amendments to it duly adopted by the Commission are hereby incorporated by reference. This regulation and the attached Appendices “A” and “B” designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest Code (“Code”) for the Mission Springs Water District (“District”)

(Res. No. 2022-19, § 1, 07-18-2022)

Section 1.02.020 – Place of Filing

Designated employees shall file a statement of economic interests with the Secretary to the Board of Directors of the District (“Board”). Upon receipt of the statements of the Board, the Secretary to the Board shall make and retain a copy of the statements and forward the original statements to the County of Riverside. Statements for all other designated employees shall be delivered to the Secretary to the Board and retained by the District.

(Res. No. 2022-19, § 2, 07-18-2022)

Section 1.02.030 – Violations

This Code has the force and effect of law. Designated employees violating any provision of this Code are subject to the administrative, criminal and civil sanctions provided in the Act, as it may be amended from time to time.

(Res. No. 2022-19, § 3, 07-18-2022)

Section 1.02.040 – Designated Filers and Disclosure Categories

A.	Government and Public Affairs Manager	All (1-3)
B.	Director of Operations	All (1-3)
C.	Assistant General Manager	All (1-3)
D.	Engineering Manager	All (1-3)
E.	Human Resources Manager	All (1-3)
F.	Legal Counsel	All (1-3)
G.	Consultants	See below

(Res. No. 2022-19, Appendix A, 07-18-2022)

Section 1.02.050 – Officials Who Manage Public Investments

A. It has been determined that the positions listed below manage public investments and shall file a Statement of Economic Interests pursuant to Government Code Section 87200:
   1. Board of Directors
   2. General Manager
   3. Director of Finance

B. Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitations:
   1. The General Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determinations shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.
   2. The designated position of Consultants includes special legal counsel retained by the District as a position subject to the foregoing specialized disclosure category.

(Res. No. 2022-19, Appendix A, 07-18-2022)

Section 1.02.060 – Disclosure Categories

A. This Code does not establish any disclosure obligation for those designated employees who are also specified in Government Code Section 87200. Such persons are covered by

this Code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in Sections 1.02.040 and 1.02.050 specify which kinds of financial interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in Sections 1.02.040 and 1.02.050. It has been determined that the financial interests set forth in a designated employee's disclosure categories are the kinds of financial interests which he or she foreseeably can affect materially through the conduct of his or her office.

B. The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property, which the designated employee must disclose for each disclosure category to which he or she is assigned.
   1. Category 1: Interest in real property.
   2. Category 2: All investments and business positions in any business entity and income from any sources which are (1) a private water company; or (2) an entity or person engaged in farming or real estate development or an owner of real property.
   3. Category 3: Investment and business positions in business entities, and sources of income, which provide services, supplies, materials, machinery, or equipment of the type utilized by the District.

(Res. No. 2022-19, Appendix B, 07-18-2022)

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  - **Section 2.04.050 – Role and Responsibility of the President and Vice-President of the Board of Directors**
  - **Section 2.04.060 – Principles of Behavior and Performance Expectations of the Board of Directors**
  - **Section 2.04.070 – Board of Directors' Interaction and Communication**
  - **Section 2.04.080 – Role of the General Manager, Board Interaction with Staff, and Role of District Legal Counsel**
  - **Section 2.04.090 – Customer and Public Communications**
  - **Section 2.04.100 – Conduct of Meetings of the Board of Directors**
  - **Section 2.04.110 – Roles and Responsibility of Standing Committees and Special Meetings**
  - **Section 2.04.120 – Complaint Resolution Procedures**

Section 2.04.130 – Commitment to Board of Directors' Best Practices

Title 2 – ADMINISTRATION

Chapter 2.01 – GENERAL PROVISIONS

Section 2.01.010 – Change of District Name and Logo

The Board of Directors does hereby change the name of the District to: Mission Springs Water District.

(Res. No. 87-7, § 1, 4-20-1987)

Section 2.01.020 – District Seal

An official seal shall be and the same is hereby adopted for said Water District, to consist of an impression made with a seal press, the inscription of which shall be the following:

"Mission Springs Water District, Riverside County, California, Incorporated February 16, 1953 SEAL"

(Ord. No. 1, § 1, 3-7-1953)

Section 2.01.030 – Smoking Prohibited within the Board Room

Smoking of tobacco products shall be prohibited within the Board Room of the Mission Springs Water District

(Res. No. 86-3, 1-20-1986)

Section 2.01.040 – Appeal of Certain Administrative Decisions

It is hereby found and determined that the application of Section 1094.6 of the Code of Civil Procedure to administrative decisions of this District will provide an orderly and reasonable procedure for the review of certain decisions of the District.

A. The provisions of Section 1094.6 of the Code of Civil Procedure are hereby made applicable to those decisions of the District defined in Section C.
B. The provisions of Section 1094.6 of the Code of Civil Procedure shall prevail over any conflicting provision in any other applicable law relating to the subject matter, unless the conflicting provision is a state or federal law which provides a shorter statute of limitations in which case the shorter statute of limitations shall apply.
C. The provisions of Section 1094.6 of the Code of Civil Procedure shall apply to decisions of the District which are subject to review pursuant to Section 1094.5 as follows: (a) suspending, demoting or dismissing and officer or employee; (b) revoking or denying an application for a permit, license or other entitlement; or (c) denying an application for any retirement benefit or allowance.
D. Any petition for judicial review of a decision of the District shall be filed not later than the 90th day following the date on which the decision becomes final. If there is no provision for reconsideration of the decision in any applicable provision of any statute, charter or

rule, then for the purposes of this section, the decision is final on the date it is made. If there is such provision for reconsideration, the decision is final for purposes of this section upon the expiration of the period during which such reconsideration can be sought; provided, that, if reconsideration is sought pursuant to any such provision, the decision is final for the purposes of this section on the date the reconsideration is rejected.

E. The complete record of the proceedings shall be prepared by the District or its commission, board, officer or agent which made the decision and shall be delivered to the petitioner within 90 days after he has filed a written request therefor. The District may recover from the petitioner its actual costs for transcribing or otherwise preparing the record. Such record shall include the transcript of the proceedings, all pleadings, all notices and orders, any proposed decision by a hearing officer, the final decision, all admitted exhibits, all rejected exhibits in the possession of the District or its commission, board, officer, or agent, all written evidence, and any other papers in the case.
F. If the petitioner files a request for the record as specified in Section E within 10 days after the date the decision becomes final as provided in Section D, the time within which a petition pursuant to Section 1094.5 may be filed shall be extended to not later than the 30th day following the date on which the record is either personally delivered or mailed to the petitioner or his attorney, if he has one.
G. In making a final decision as defined in Section D, the District shall provide notice to the party that the time within which judicial review must be sought is governed by Section 1094.6 of the Code of Civil Procedure.
H. As used herein "party" means an officer or employee who has been suspended, demoted or dismissed; a person whose permit, license or other entitlement has been revoked or suspended or whose applicable for permit, license or other entitlement has been denied; or a person whose application for retirement benefit or allowance has been denied.

(Res. No. 88-20, §§ 1-9, 7-18-1988)

Section 2.01.050 – Secretary of the Board of Directors

The Secretary of the Board of Directors is authorized and directed to accept and consent, for purposes of recordation, to all deeds or grants conveying any interest in real property to the Mission Springs Water District.

(Res. No. 10-1965, 9-14-1965)

Chapter 2.02 – BOARD OF DIRECTORS ELECTIONS

Section 2.02.010 – Elections by Division

A. Transition to By-Division Election – The District finds that its election system will transition from at-large elections to by-division elections, beginning with its next regular election of members of the Board of Directors in November 2020.

B. Establishment of Divisions – The District hereby establishes five Director divisions in the Mission Springs Water District. The boundaries and identifying number of each division shall be described on the Mission Springs Water District Division Map, a copy of which shall be on file in the District office.

C. Election Process-

1. Members of the Board of Directors shall be elected in the electoral divisions established by this Ordinance and subsequently reapportioned as provided for in State law and as set forth in Section E of this Ordinance. Elections shall take place "by division," meaning that one Director shall be elected from each division, but the voters of the division alone.

2. No term of any member of the Board of Directors that commenced prior to the effective date of this Ordinance shall be affected by the adoption of this Ordinance.

3. A Director elected or appointed to represent a division shall resided in that division and shall be a registered voter in that division, and any candidate for the Board shall reside in, and be a registered voter in, the division in which he or she seeks election at the time nomination papers are issued.

4. Notwithstanding any other provision of this Ordinance, the Directors in office at the time this Ordinance takes effect shall continue in office until the expiration of the term to which he or she was elected. In the event a vacancy occurs before the expiration of the term of a Director in office at the time this Ordinance takes effect, a person who is appointed or elected by special election to fill such vacancy may reside anywhere in the District.

5. The term of each Director elected to the Board of Directors shall remain four (4) years.

D. Implementation – The by-division election system shall be implemented, beginning at the next regular election of the Board of Directors, as follows:

1. Members of the Board of Directors shall be elected in Divisions 2, 3, and 4 beginning at the next regular election of the Board of Directors, and every four years thereafter, and

2. At the next regular election of the Board of Directors following the election of Members of the Board of Directors in Divisions 2, 3, and 4, members of the Board of Directors shall be elected in Divisions 1 and 5, and every four years thereafter.

E. Adjustment of Boundaries – Pursuant to Elections Code 22000, the Board of Directors shall adjust the boundaries of any or all of the divisions following each decennial federal census to ensure that the divisions are in compliance with all applicable provisions of law.

(Ord. No. 2020-02, 6-24-2020)

Section 2.02.020 – Boundaries of Director Electoral Divisions

Pursuant to the provisions of the Fair Maps Act of 2019 as amended in 2020, codified at Elections Code Section 21500 to 21509, after giving consideration to those provisions and applicable decisions of the courts, the Board hereby adjusts, changes, and establishes the boundaries of the director divisions as set forth on the Preferred Map considered by the Board at its public hearing on March 21, 2022, and reflected as Exhibits A and B hereto, and they shall constitute and are hereby established as the boundaries of the director divisions of the Mission Springs Water District for subsequent elections until further readjustments is required by law.

(Ord. No. 2022-01, 3-21-2022)

Section 2.02.030 – Expenses for Candidate's Statements of Qualifications

This District shall assume no responsibility for collection of expenses connected with publication of candidates' statements of qualifications, and that any such payments shall be made by candidates directly to the County of Riverside.

(Res. No. 83-7, 5-16-1983)

Section 2.02.040 – Regular Election Date

Pursuant to Elections Code §§ 1303(b) and 10404(b), MSWD hereby elects to change MSWD's regular election date for election of the Board of Directors from the first Tuesday after the first Monday in November of odd-numbered years to the statewide general election date on the first Tuesday after the first Monday in November of even-numbered years.

Special elections called for the purpose of filling Board vacancies, submitting measures to MSWD's electors for consideration, or other such matters, shall not be affected by this resolution and may be conducted on any date authorized by applicable law.

The Riverside County Board of Supervisors is hereby requested to consolidate all future MSWD regular elections with the statewide general elections to be conducted in November of even-numbered years. The President of this Board shall be authorized to take any and all actions, and to execute any documents necessary, to assist MSWD's General Manager in presenting this resolution to the Riverside County Board of Supervisors for its approval.

The Secretary of the Board of Directors of MSWD shall transmit certified copies of this resolution to the Clerk of the Board of Supervisors and to the Office of the Registrar of Voters for the County of Riverside.

(Res. No. 2017-07, §§ 1-4, 3-8-2017)

Chapter 2.03 – BOARD OF DIRECTORS MEETINGS

Section 2.03.010 – Regular Meetings of the Board of Directors

That the regular meetings of the Board of Directors of the Mission Springs Water District shall be held at the time and place specified as follows:

A. Thursday prior to the third Monday of each calendar month at 3 p.m.
   Office of the District
   66575 Second Street
   Desert Hot Springs, CA 92240
B. Third Monday of each calendar month at 3 p.m.
   Office of the District
   66575 Second Street
   Desert Hot Springs, CA 92240

That, unless a matter is deemed to require immediate action, the regular meeting established on the Thursday prior to the third Monday of each calendar month shall be devoted to review and study purposes.

(Res. No. 2001-12, §§ 1-3, 3-7-2001)

Section 2.03.020 – Manner of Calling Special Meetings

That a special meeting may be called at any time by the presiding officer of the Board of Directors, or by a majority of the members of the Board of Directors, by delivering personally or by mail written notice to each member of the Board of Directors and to each local newspaper of general circulation, radio or television station requesting notice in writing. Such notice must be delivered personally or by mail at least twenty-four (24) hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meeting by the Board of Directors.

That such written notice may be dispensed with as to any director who at or prior to the time the meeting convenes, files with the Secretary of the Board of Directors a written Waiver of Notice. Such Waiver may be given by telegram. Such written notice may also be dispensed with as to any director who is actually present at the meeting at the time it convenes.

(Res. No. 37-1971, §§ 1-2, 12-14-1971)

Section 2.02.030 – Holidays

In the event that any day fixed for a regular meeting of the Board shall fall upon a holiday, then the meeting appointed for such day shall be held on the next day which may not be a holiday, at the same hour specified for the meeting to be held.

(Ord. No. 2, § 4, 3-7-1953)

Chapter 2.04 – BOARD OF DIRECTORS HANDBOOK

Section 2.04.010 – Introduction

Our democratic form of government requires that public officials be impartial, independent, and responsible to the people they represent, and that government decisions and policies are made through proper channels of government structure; that public office not be used for personal gain; and that the public has confidence in the integrity of its government. This Board of Directors Handbook ("Board Handbook") is intended to establish ethical standards of conduct for the Board of Directors of the Mission Springs Water District ("District"), by confirming the Board of Directors commitment to transparency; setting forth those acts or actions that are incompatible with the best interest of the District and the public: ensuring disclosure by the District's elected and appointed officials of private financial or other interests in matters affecting the District: and ensuring compliance with applicable laws. The provisions and purpose of this Board Handbook are deemed by the Board of Directors ("Directors") to be in the best interest of the District, and the standards established herein are intended to supplement and be cumulative to all applicable state and federal laws, policies and regulations otherwise applicable to the District and its elected and appointed officials. The policies and procedures set forth in this Board Handbook are intended to supplement, without preempting, existing state and federal laws.

The elected and appointed officials of the District, including the Board of Directors and the General Manager, hold office for the benefit of the public and are bound to uphold the Constitution and laws of the United States and the state of California, and to foster respect for all levels of government. They are bound to observe both the letter and the spirit of the law in their official acts, with the highest standards of morality, integrity and honesty, and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the public interest must be their primary concern. Their conduct in both their official and private affairs should be above reproach at all times.

The development of the Board Handbook represents the commitment of the Mission Springs Water District Board of Directors to the development of specific best practice performance criteria essential to their role as elected public officials. This commitment also extends to the General Manager. This Board Handbook is considered a 'living document' and as such can be amended or modified at the discretion of the Board of Directors.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.020 – Executive Summary

The District's core values of Professionalism, Accountability, Respect, Integrity, Servant Attitude, Excellence, and Stewardship serve as the foundation for development of this Handbook. These core values, along with specific criteria related to the performance of public officials, were used in identifying the appropriate Best Practices for members of the Board and the General Manager. An annual review of the approved and adopted best practices outlined in the Board Handbook

would serve as a continual reminder of the Board's role in policy governance and principles of behavior as a "Best of Class" water agency. The document will also serve as a valuable tool in the orientation and education of new Board members and staff in the future.

A. Board Best Practices
    1. Ethical standards and accountable leadership
    2. Public confidence and integrity
    3. Compliance with the letter and spirit of existing laws and policies
    4. Dedication to superior service
    5. Personalized standards of conduct

(Res. No. 2024-09, 5-20-2024)

Section 2.04.030 – Culture: Vision and Core Values

The Board and the General Manager understand the importance and value of a positive and constructive culture to the overall performance of the District. This culture in large part is a product of the District's goal of performing as a "Best of Class" public agency, individually and corporately. Whether in the capacity of an elected or appointed Director, or as an employee of the District, our primary responsibility is to serve the District's customers.

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

1. **Trust**: Our Vision at Mission Springs Water District is to build a trusting community through open communication, accountability, collaboration, and mutual respect among the Board of Directors, staff, and our customers.
2. **Employees**: Our vision for Mission Springs Water District employees is to cultivate a workplace where each person is empowered as a steward of our community's water, fostering a culture of excellence, innovation, and service in alignment with our shared mission.
3. **Customers**: Our vision for Mission Spring Water District is to deliver reliable, sustainable, and community-focused service to our customers, ensuring you can trust us to meet your water needs while contributing to a healthier, vibrant community.
4. **Environment**: Our vision for the natural environment in Mission Springs Water District is harmonious coexistence through responsible management, aiming to be a model for environmental stewardship and sustainable practices, ensuring the health and vitality of our local ecosystems.

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

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

1. **Accountability**: We are accountable for our actions, committed to transparency, integrity, and rectifying mistakes, ensuring the District's operations are conducted with honesty and responsibility.
2. **Leadership:** Leadership is a core value for us, representing a commitment to setting a positive example, inspiring others, and fostering innovation to address water management challenges and drive progress in our community.
3. **Professionalism**: We maintain the highest standards of competence, ethics, and integrity in our actions, delivering water services with accountability and respect for the community, ensuring professionalism and expertise in every operation.
4. **Service**: We ensure access to clean, reliable water and cultivate a positive, supportive, and respectful environment for our staff, recognizing that community well-being and employee satisfaction are integral to achieving our mission.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.040 – Authority, Role of the Board of Directors, and General Guidelines

A. Authority – The District is an independent public agency, which provides water service to the land and inhabitants within its boundaries. The District operates under the authority of the County Water District Law, Division 12 of the California Water Code, commencing with Section 30000. The District is governed by an elected Board of Directors ("Board") which has the authority to oversee the business and affairs of the District. The Board is authorized to delegate some of those powers. The Board has the power to employ and set terms and conditions for employment of the General Manager, who in turn has been delegated management authority over District employees.

In order for the Board to function in an effective manner, it is important that Directors understand their respective roles and relationship to other members of the Board and to staff. This also requires an understanding of the performance expectations necessary to carry out the duties of a Board member.

The officers of the Board consist of the President and Vice-President. Board members who wish to take on a leadership role with the Board are strongly encouraged to complete the CSDA Leadership Academy and/or any other Leadership program.

The General Manager of the District also serves as the Secretary of the Board. Officers of the District are appointed by the Board annually or as otherwise may be determined by the Board.

B. Responsibilities of Office – Elected officials and appointed officials hold office for the benefit of the public and are bound to uphold the Constitution and laws of the United States and the State of California, and local public laws, and to foster respect for all levels of government. They are bound to observe and comply with both the letter and the spirit of the law in their official acts, the highest standards of morality and honesty and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the public interest must be their primary concern. Their conduct in both their official and private affairs should be above reproach at all times. Signed copies of the Oath of Office taken by each Board Member and the General Manager are included in the Board of Directors Handbook.

   District officials should never exceed their authority, violate the law or ask others to do so. They should work in full cooperation with other public officials and employees unless prohibited from doing so by law or by legally required or recommended confidentiality of their responsibilities or work.

   As State law requires, no one who holds office, or who is seeking election or appointment to any office or employment with the District shall, directly or indirectly, use, promise, threaten, or attempt to use, any office, authority, or influence, whether then possessed or merely anticipated, to confer upon or secure for any person, or to aid or obstruct any person in securing, or to prevent any person from securing, any position, nomination, confirmation, promotion, or change in compensation or position, within the State or the District, upon consideration or condition that the vote or political influence or action of such person or another shall be given or used on behalf of, or withheld from, any candidate, officer, or party, or upon any other corrupt condition of consideration. This prohibition shall apply to urging or discouraging an individual employee's action inconsistent with the policies established herein, or the employee's terms or conditions of employment or the law.

C. Role of the Board – The primary role of the Board of Directors is to establish policies that guide and direct activities of the District in fulfilling its mission. The decisions and actions of the Board constitute the "policy or action" of the Board and shall recognize the actions of the Board even when there may be opinions that differ from the majority opinion or action.

   The Board has three (3) major responsibilities:

   1. Promote the best interests of the District's customers by establishing policies that support the Board's vision and core values for the District and by ensuring the implementation of those policies. Policies include the governing principles, plans,

and approved actions of the organization. Policy-making is the process of visionary planning and should reflect the broadest possible principles and provide parameters within which staff can operate. Policy-making sets the overall direction for the District.

2. Assure the fiscal health of the District. The Board establishes policies that ensure fiscal stability and the effective use of funds. In order to achieve this, each fiscal year the Board adopts a budget covering the anticipated revenues and expenditures of the District. Additionally, the Board annually adopts and monitors cash reserves and investment policies.
3. Hire a General Manager to manage the day-to-day operations of the District. The Board holds the General Manager accountable for the effective operational management of the District. It also has a responsibility to properly evaluate the General Manager on an annual basis.

D. Best Practices General Guidelines

1. The Board of Directors provides policy direction and leadership for the District.
2. The Board is responsible for ensuring that the District is an innovative and well-managed agency.
3. The Board exercises authority only as the governing body of the District, and not as individuals.
4. The Board understands and provides leadership in regional, state and national issues affecting the operation and management of the District. The General Manager supports the Board as needed or required.
5. The Board respects the role of constituents in the governance of the District, encourages their participation and consults with key stakeholders when and where appropriate.
6. The Board recognizes and respects the distinctions between its policy-setting role and the day-to-day implementation of Board policy by staff. The Board does not direct the activities of staff, and communicates issues or concerns through the General Manager.
7. Board members are official representatives of the District and represent the District in various community and water industry events.
8. Board members model the highest levels of ethical and professional behavior as public officials and representatives of the District.
9. Board members maintain a high level of communication with the General Manager and notify the General Manager of their availability or unavailability in a timely manner. Board members inform the General Manager of any specific information related to the District's business that they want to receive from outside agencies or organizations, and are provided such information in a timely manner.

10. Board members may request information from the General Manager. The General Manager shall advise the Board if the requested information should be placed on the Board meeting agenda or the appropriate committee agenda to effect a policy change, or approve an expenditure of public funds.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.050 – Role and Responsibility of the President and Vice-President of the Board of Directors

A. President of the Board

1. The President of the Board of Directors is selected annually, at the end of the calendar year, by a majority vote of the Board, unless otherwise modified by the Board.
2. The President is the head of the Board.
3. The President chairs the meetings of the Board, calls the meeting to order, presides over Board meetings, including the conduct of the Board and those in attendance, entertains and repeats motions properly before the Board, puts motions to a vote, and announces the results of votes taken by the Board.
4. The President votes with the Board members.
5. Each President's individual style is unique. Diversity is encouraged.
6. The President acts as the ceremonial head or representative of the District at various civic functions. In his/her absence, the Vice-President or other shall fulfill the President's role. If both the Board President and Vice President are unavailable, the Board President may designate a Board Member to represent the District.
7. The President is the designated spokesperson for the Board to the general public. The President may elect to appoint one of the other Board members to serve in this capacity.
8. The President acts as the signatory on all documents requiring execution by the Board.
9. The President is responsible for making appointments to Ad Hoc Board Committees and terminates the role and function of Ad Hoc committees as necessary.
10. To the extent possible, the President advises the Board of any formal or informal communication and correspondence sent or received by the President, regarding District business.
11. The President regularly communicates with the General Manager and keeps other Board members fully informed on matters of District business at the next Board Meeting in compliance with the Brown Act.

12. The President provides guidance to the Board fairly and impartially in the conduct of official business before the Board of Directors.
13. The President personally addresses issues which may rise between and among members of the Board. Individual Directors or the General Manager may inform the President of any issue or concern brought to their attention related to the performance of any other member of the Board.
14. The President is responsible for ensuring decorum at Board meetings and that they are conducted in an orderly, professional and respectful manor.

B. Vice-President of the Board
    1. The Vice-President of the Board of Directors is selected annually at the end of the calendar year, by a majority vote of the Board, unless otherwise modified by the Board.
    2. The Vice-President has no rights or authority different from any other member of the Board.
    3. In the event the position of the President is vacated prior to the expiration of the term, the Vice-President becomes the President for the remaining term, unless otherwise directed by the Board.
    4. In the event of an early vacancy in the position of Vice-President, the Board determines, by vote, a replacement for the remaining term.
    5. The Vice-President serves in the capacity of the President of the Board of Directors, pro tem, in his/her absence.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.060 – Principles of Behavior and Performance Expectations of the Board of Directors

A. The Board and the General Manager act as a participatory team with respect to all of the District's functions. It is critical that Board members maintain informal and professional relationships with one another, and with the General Manager.
B. The Board values a visionary, constructive, high-energy work environment, and the District, and its constituents benefit from that environment.
C. Board members are representatives of the District's culture and core values at all times. As ambassadors, they lead by example in their interactions with one another and members of the public, and their behavior should be representative of the organization's values.
D. The Board values open and honest communication, with open agendas. Board members communicate concerns and address those concerns, including controversial issues, in a timely, professional and appropriate manner in order to maintain a constructive functional relationship.

E. Board members are knowledgeable and supportive of District policies and procedures, including rules and regulations governing communications among Board members, which include electronic, written and verbal communications.
F. The Board works for the common good of its customers and stakeholders and not for any private or personal interest. Board members are trained and knowledgeable of conflict of interest requirements for holding public office. The Board receives regular training on conflicts of interest and their financial interest reporting requirements under state law.
G. Board members always come to Board meetings prepared and are responsible for initiating resolutions. The Board and General Manager observe the "no surprises rule." Issues are not used to surprise, embarrass or unduly draw attention to individual agendas or issues. The General Manager shall inform the Board President (and legal counsel where appropriate) of important issues that arise after the posting of the agenda.
H. Board members practice continued professional development in their role as Directors of the District.
I. Board members are respectful and considerate of each other, the General Manager and the District's staff, as well as Board traditions. Every effort will be taken to foster a professional working relationship and refrain from personal attacks against one another and staff. This cooperative and respectful relationship extends to behaviors and actions by Board members within the community and away from an official public function or meeting.
J. Board members should never exceed their authority or breach the law or ask others to do so.
K. Board members conduct themselves in a professional manner modeling and enforcing the values of the organization as a "best of class" agency.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.070 – Board of Directors' Interaction and Communication

A. Board members maintain informal and professional relationships with each other.
B. Board members will direct comments to the merits of issues and items before them through the Board President, while refraining from personal attacks against other Board Members, the General Manager, members of the public and District staff. If a Board member has a grievance with another Board member, he/she should first discuss it privately with that person. This should always be done in compliance with the Brown Act. If the matter is unresolved, the Board member should go to the General Manager and the General Manager shall work with Legal Counsel informally in an attempt to resolve the matter.
C. Board members are representatives of the District's culture and core values at all times, and lead by example in their interactions with others. Board Members should be accurate

and truthful in their communications with other members of the Board, the General Manager and the Public.

D. Board members are responsible for being familiar with and knowledgeable of the District's travel and expense reporting policies for Board members. All expenses, travel, meals and meetings attended by Board members at District expense should be for District benefit and accurately reported when reimbursement is sought.

E. When attending meetings or conferences, Board members are ambassadors and representatives of the District and should conduct themselves professionally.

F. Board members shall not request the use of, use or permit others to use District-owned vehicles, equipment, materials, personnel or property for personal convenience or profit, except when such services are available to the public generally, or provided as a District policy for use of such official in the conduct of official business or otherwise as set by District policy.

G. Board members are aware of the rules governing communication among themselves and others in compliance with the California Open Meetings Law (also known as the Brown Act). This includes communications by electronic, written and verbal means and methods, and through an intermediary. Board members receive regular training regarding the requirements of the Brown Act, the Political Reform Act (conflict of interest laws), and the Public Records Act.

H. Board members shall be fair, accurate, and truthful when communicating with the general public and using social media regarding District issues, activities, and business.

I. Board members function as a team to further the interests of the District and the members of the public it serves.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.080 – Role of the General Manager, Board Interaction with Staff, and Role of District Legal Counsel

A. Role of the General Manager – One of the most important decisions the Board of Directors makes is the selection of a General Manager. The Board must be able to support the decisions of the General Manager and grant him/her the authority to manage and lead the District. The General Manager is the only employee and agent of the Board, and the individual to whom the Board delegates its authority to manage and administer the District's daily operations in accordance with policies approved by the Board. This position is important because to be successful, the District requires leadership and vision from its General Manager. The General Manager has two primary roles: as chief executive officer charged with the administration of the District's business, and as advisor or counselor to the Board on matters related to the fulfillment of their duties. The General Manager represents the District to its many constituencies.

The success of the relationship between the Board of Directors and the General Manager depends on a shared sense of purpose or vision, open and honest communication, and mutual support for their respective roles. Both parties must also understand that the relationship itself is paradoxical, with inherent tensions. The General Manager is charged with carrying out Board policy directives, and at the same time, looks to the Board for guidance and leadership.

It is the General Manager's responsibility to ensure that the Board members have the information needed to make informed decisions. The General Manager promptly alerts Board Members to problems and issues to prevent surprises or misinformation. Board members expect the General Manager to make recommendations on issues before the Board.

B. Board Interaction with the General Manager
    1. The General Manager recommends annual goals, which are approved by the Board of Directors as a part of the General Manager performance review process.
    2. The Board provides the General Manager with constructive feedback on his/her performance annually, in a written evaluation.
    3. Board members are encouraged to contact the General Manger about any subject related to the operations of the District. Similarly, the General Manger may discuss District-related issues with any Board member, in compliance with the Brown Act.
    4. The Board's concerns regarding overall District operations, specific issues or problems with District staff are addressed through the General Manager.
    5. The General Manager is charged with handling internal District matters, including matters regarding District personnel.
    6. Allegations against the General Manager shall be directed to Legal Counsel for further action.
    7. The General Manager keeps the Board apprised of matters affecting the District.
    8. Board members are encouraged to advise the General Manager or his designate when they will be unavailable to carry out their duties as Directors, or out of town.
C. Board Interaction with Staff – Board members shall not direct staff to take or refrain from taking a particular action related to District operations. Requests for staff time or assistance are made only through the General Manager.

    Conducting the business of the District at official meetings of the Board should be done efficiently and professionally. Board members are encouraged to make every effort to contact the General Manager prior to a board meeting regarding questions related to agenda items so that the General Manager can provide the most accurate and prepared response.
D. Role of District's Legal Counsel

1. The District's legal counsel (Legal Counsel) represents the District as an entity and works in collaboration with the Board and General Manager, but does not represent individual Board members or the General Manager.
2. Legal Counsel's primary day-to-day point of contact is the General Manager.
3. Legal Counsel, as needed, consults with the Board and the General Manager on items of concern related to any facet of District operations.
4. Legal Counsel reviews all Board agendas, and is present in closed sessions where litigation and/or District liability will be discussed.
5. When it is in the best interests of the District to retain specialized legal advice in addition to that provided by the District's Legal Counsel, the General Manager and Legal Counsel will coordinate and oversee the special counsel work as appropriate.
6. Legal Counsel is pro-active in informing and protecting the District and the Board from any potential violations and conflicts that may arise in the performance of their duties. Board members should contact Legal Counsel in advance of meetings to discuss any legal concerns or seek advice regarding conflict of interest issues.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.090 – Customer and Public Communications

A. Board members represent the District and its customers in a manner that best reflects the professional standards, values and mission of the District.
B. Customer concerns and inquiries, including those generated through social media or electronic format, are referred to the General Manager or his/her designated staff member.
C. The General Manager will provide the Board with a written or verbal report of customer concerns or inquiries that cannot be handled routinely, along with any response made by staff to the concern or inquiry.
D. Customer inquiries at official meetings of the Board should be directed by the Board President to the General Manager for response.
E. The Board is informed by the General Manager of significant, sensitive, urgent and/or repetitive communication inquiries. The General Manager will oversee any appropriate recommended follow-up and response.
F. Board members refer responses and inquiries regarding customer concerns to the General Manager.
G. Information or an action that may have the potential to expose the District to liability and possible legal action will be shared with the General Manager and legal counsel followed by the Board at a noticed, closed session meeting of the Board of Directors.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.100 – Conduct of Meetings of the Board of Directors

A. General Guidelines for Conduct of Board Meetings – Rosenberg's Rules of Order

1. All noticed meetings are conducted using Rosenberg's Rules of Order ("Rosenberg's Rules") as a procedural guideline. Rosenberg's Rules are intended to provide for constructive and efficient conduct of meetings.
2. Meetings of the Board are called, posted and conducted in accordance with the Open Meetings Law ("Brown Act"). A quorum of the Board must be present for a meeting to be held or decisions made.
3. The General Manager is responsible for setting the agenda for all Board meetings, in consultation with the Board President and Legal Counsel. Any Director may request that an item be placed on the agenda by request to the General Manager and President of the Board. Where appropriate, a requested item may be referred By the General Manager or Board President to a Board committee for study, review, decision or referral to the Board for determination.
4. The General Manager confers with the President of the Board regarding, and reviews agendas for upcoming meetings, prior to posting.
5. The General Manager informs the Board of significant items that will be placed on future agendas for Board consideration and/or decision.
6. Directors should refrain from responding directly to public comments at meetings of the Board. The Board President will refer matters raised by public comments to the General Manager for follow-up, as appropriate. Directors may briefly ask clarifying questions. Occasionally, a prompt response may be offered when an obvious answer or 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.
7. The President of the Board presides at all meetings, and decides all points of order and procedure during meetings. The President is responsible for the maintenance of order and decorum at all Board meetings. No person should be allowed to speak who has 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 of 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. The President will entertain a motion on any item on the Board agenda. Members of the public shall be given three minutes to speak on agenda items. 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.
8. Each Director may be allowed to make technical points or ask clarifying questions prior to the making of a motion.

9. A roll call vote on any item may be requested by a Director, at the discretion of the President. The results of the roll call vote shall be recorded in the minutes of the action taken. Roll call votes are encouraged in connection with resolutions, ordinances and action after a public hearing.
10. The Board works diligently to achieve a common understanding of all action items. At the request of a Director, and the discretion of the President, an item on which unanimity may not be achieved may be referred to a committee to consider a resolution of the issue prior to a vote.
11. Once an agenda item has been approved by the Board of Directors, the disposition is considered the "action" of the Board, recognized by the individual members as the decision of the District. Board members shall at all times respect the will of the majority on matters properly before and acted upon by the Board.

B. Consent Agenda
    1. The District utilizes a Consent Agenda to approve routine business matters, such as minutes, operational production reports, project status reports, cash reports and approval of previously approved budgetary items.
    2. If a Director has a question on a Consent Agenda item, he/she is encouraged to contact the General Manager for clarification prior to the meeting, rather than having it pulled for separate discussion during the meeting.
    3. Items may be pulled from the Consent Agenda for a separate vote, upon approval of the President of the Board. The balance of the Consent Agenda shall be voted on prior to consideration of any item pulled for separate vote.

C. Closed Session – All Closed Session discussions and materials are considered legal and confidential information, and as such, shall not be shared or distributed outside the Closed Session unless reportable action has been taken, in which case Legal Counsel will make any required report of action taken, in open session. All Closed Sessions are conducted in accordance with the Brown Act. Documents shared in closed session shall not to be distributed or disclosed outside of Closed Session without clear authorization from Legal Counsel and the General Manager. This prohibition applies also to disclosure of confidential information to representatives of other agencies and/or the media.

    Closed Sessions may be held at times other than the regular meetings of the Board of Directors so long as the meeting is posted pursuant to all applicable requirements of the Brown Act.

    A Board Member should refer requests for information regarding Closed Session items to the General Manager who, in consultation with Legal Counsel, will provide an appropriate response.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.110 – Roles and Responsibility of Standing Committees and Special Meetings

A. Committees of the Board of Directors, including Standing and Ad Hoc Committees, are given authority to obtain more information, investigate, and provide reports or recommendations to the full Board. The committee format allows the Board to conduct its business more efficiently.
B. Standing Committees are established, and may be renamed or have their functions changed or terminated, by the Board. Standing Committees consist of two Board members, one of whom may be appointed as the Committee Chair. Standing Committee meetings are open to the public and subject to provisions of the Brown Act. Other Board members may attend Standing Committee meetings, but may not participate in the meetings.
C. Staff, at the direction of the General Manager, may provide support for Standing Committees by preparing agendas, staff reports, distributing materials, and performing other administrative functions as directed and approved by the General Manager. Standing Committee members may request staff assistance only through the General Manager.
D. Ad Hoc Committees are established for a limited purpose and duration, usually to review and report to the Board on an item of special but limited interest. Members of Ad Hoc Committees are appointed and serve at the pleasure of the President of the Board, and their terms expire upon completion of the project or issue for which the Committee was formed or at the recommendation of the Board President.
E. Copies of Committee agendas are made available to the entire Board. If members of Committee are in disagreement on a recommendation, the issue may be brought to the full Board for consideration.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.120 – Complaint Resolution Procedures

A. General Guidelines for Complaint Resolution Procedures – The Board Handbook establishes standards of performance and expectations for governance for members of the Board of Directors. The District's core values of Professionalism, Accountability, Respect, Integrity, Servant Attitude, Excellence, and Stewardship define the performance expectations for Board members and staff. As adopted, the Board Handbook is the policy of the Board related to the standards and performance expectations contained therein.

   It is intended that the standards of conduct established in this Board Handbook be self-enforcing by the Board and its members. However, the Board recognizes that there may be instances where even after receiving guidance and counsel to resolve unintentional (or intentional) violation, a party may continue to violate the provisions hereof, or an individual's repeated or egregious disregard and conscious intent to violate the agreed-

upon standards of conduct are clearly demonstrated. In those cases, sanctions may apply and would occur in a public meeting. In the event that members of the Board breach this policy or any other applicable state, local or federal law, they may be subject to sanction or disciplinary action by the Board as outlined below.

B. Informal Sanction – Admonishment – Admonishment is the least severe form of sanction or disciplinary action. A verbal or written admonishment may be directed to a Board member, reminding him or her that a particular type of behavior is in violation of this Board Handbook, District policy or law, and that, if it is found to have occurred, or is repeated, could subject the Board member to censure, the most severe disciplinary action.

   An admonishment may be issued in response to a particular alleged action or actions. An admonishment may be issued by the Board prior to any findings of fact regarding allegations, and because it is a warning or reminder, would not necessarily require an investigation or separate hearings to determine whether the allegations are true.

   An admonishment should be directed to a particular member or members of the Board based on a particular action (or set of actions) that has been determined by the Board to be in violation of District policy or law but is considered by the Board to not be sufficiently serious to require censure or other form of disciplinary action.

   An admonishment may be issued upon the Board's review and consideration of a written or verbal allegation of a Handbook or policy violation. The member accused of such violation shall be entitled to notice of the allegation and will have an opportunity to provide a written or verbal response to the allegation prior to any action by the Board. A sanction may be issued by the Board of Directors and because it is not punishment or discipline, would not necessarily require an investigation or separate hearings.

C. Formal Sanction or Censure – Before the imposition of any formal sanction, the accused shall be entitled to a formal investigation, notice of the allegation, and opportunity to respond.

D. Investigative Process – All complaints regarding Board member conduct shall be filed with the General Manager. Once the complaint is filed, the General Manager shall convene a meeting with the complainant, accused, and the District's Legal Counsel. Each allegation shall be considered in a manner that is fair to all parties involved in the allegation(s), ensuring that due process is respected and provided. This will include allowing all members of the Board named in the allegation(s) an opportunity to consider and respond to the allegation(s).

   If the General Manager and Board President determines that it is warranted, the complaint may be referred to the appropriate enforcement authority or authorities for investigation. If the complaint has merit, a report of the findings along with the accused individual's defense is presented to the Board of Directors for majority action. If there is no merit, the matter is disposed of.

When the Board of Directors decides, based on findings of the investigation and the accused individual's defense, that a violation has occurred, the Board may decide, by resolution, take the further disciplinary action including censure.

E. Censure – Censure is the most severe form of action contemplated in this Board Handbook. Censure is a formal statement of the Board of Directors officially reprimanding one or more of its members. It is punitive action, which serves as a penalty imposed for wrongdoing, but it carries no fine or suspension of the rights of the Board member as an elected official. Censure should be used only where the Board of Directors has determined that the violation of policy is a serious offense.

   Any member of the Board of Directors who fails to comply with the terms of this Handbook, a Board or District policy or any applicable law or regulation is subject to censure by a majority vote of the Board. Censure by a majority vote of the Board may include revocation of appointment(s) to Standing Committees, Ad Hoc Committees or outside organizations. Examples of other punitive action that may be considered with censure include, but are not limited to, the following: issuance of an official letter of censure or reprimand, including denial of paid attendance at and travel to and from said functions or events not considered necessary to the censured Director's role as an elected official. The Board of Directors reserves the right to establish an ad hoc committee to:

   1. Investigate and review allegations of unethical conduct, unlawful conduct or conduct that violates the terms of this Handbook, a Board or District policy or any applicable law or regulation; and
   2. Make recommendations to the full Board for censure and/or discipline, as the majority of the Board deems appropriate.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.130 – Commitment to Board of Directors' Best Practices

As a member of the Mission Springs Water District Board of Directors, I have read the Board of Directors Handbook, and understand the expectations placed on me as an elected official and representative of the District. I am committed to upholding the public trust and representing the best interests of the District and its customers, by complying with the Board Handbook. By signing this letter commitment to Board of Directors Best Practices, I am pledging to comply with the terms of the Board of Directors Handbook, Board and District policies and all applicable laws and regulations. I further commit to conduct myself professionally as a Board Member and to carry out my duties with integrity and competence, which may be above and beyond what may otherwise be required by law, including but not limited to the following:

A. I shall help create and maintain an atmosphere of professionalism, respect and civility where individual Directors, District staff and the public are free to express their ideas and strive to work together to their full potential.

B. I shall conduct my personal business and public affairs with honesty, accuracy, integrity, fairness and respect for others.
C. I shall keep the common good of the Mission Springs Water District and those it serves as my highest priority and focus on achieving constructive solutions for the benefit of the District and the public.
D. I shall avoid and discourage conduct which is harmful to the best interests of the Mission Springs Water District.
E. I shall respect the decisions of the Board of Directors, acting through its majority, including its policies and procedures, and avoid utilizing the District's financial resources in a wasteful manner.
F. I shall not interfere with the orderly progress of District Board meetings or the meetings of its committees;
G. I shall not interfere with the execution by the General Manager of his/her powers and duties or give direction, assignments or orders to his/her staff without the General Manager's prior consent;
H. I shall be accurate and truthful when communicating as a Board Member of the District, including communications about District issues, activities and/or business;
I. I shall treat all people with whom I come into contact in a professional and respectful manner and consistent with the way I wish to be treated by others.

(Res. No. 2024-09, 5-20-2024)

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Title 3 – PERSONNEL

Chapter 3.01 – GENERAL PROVISIONS

Section 3.01.010 – General Provisions (Rule 1)

A. General Manger

1. Pursuant to Water Code Sections 30580 and 30581, the General Manager is to manage the day-to-day operations of the District. The Board holds the General Manager accountable for the effective operational management of the District.
2. General Manager has been delegated management authority over District employees and has the authority to reasonably exercise his/her discretion to override any rule stated herein in order to protect the health and safety of the District's employees or customers or in response to exigent circumstances.

B. Non-Discrimination; Fair and Equal Employment

1. The District prohibits unlawful discrimination based on any characteristic protected by law. Protected characteristics are race (including hair texture, protective hairstyles, and other traits historically associated with race), color, religion and religious creed (including religious dress and religious grooming practices), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, and related medical conditions), reproductive health decision-making, gender, gender identity (including transgender identity), gender expression (including transgender expression or because an individual has transitioned or is (or is perceived to be) transitioning to live as the gender with which they identify, sex stereotyping, national origin, ancestry, citizenship, age (40 years and over), mental disability and physical disability (including HIV and AIDS), legally protected medical condition or information (including genetic information), protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act, if applicable), the use of marijuana off the job and away from the workplace, military and/or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the National Labor Relations Act or California Fair Pay Act, requesting a reasonable accommodation on a protected basis such as a disability or sincerely-held religious belief, practice, or observance, or any other characteristic protected by local, state, or federal laws. The District is an Equal Opportunity Employer and fully complies with applicable laws, rules and regulations including but not limited to Title VII, Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991; the Americans with Disabilities Act (42 U.S.C. Section 12101, et seq.); and the California Fair Employment and Housing Act (Government Code Section 12920, et seq.).
2. The District prohibits any form of unlawful discrimination against any applicant or employee. The District also prohibits the harassment of any employee or

applicant on any of the bases listed above and prohibits retaliation against any such individual who reports any discrimination or harassment, or who participates in an investigation of any complaint of discrimination or harassment.

3. For information about the types of statements and/or conduct that constitute impermissible harassment, and the District's internal procedures for addressing complaints of unlawful harassment, discrimination or retaliation, please refer to Rule 33 of these Rules.
4. This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, and social and recreational programs. It is the responsibility of every manager, supervisor, and employee to conscientiously follow this policy. All employees are required to comply with federal and state laws, and these Rules, regarding non-discrimination, and fair and equal employment, and violation of this Policy may subject the employee to disciplinary action up to and including discharge. Any employee with any questions regarding this Policy should discuss them with the General Manager or Human Resources. (Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2021-01, 01-18-2021; Res. No. 2024-18, 06-17-2024)

Section 3.01.020 – Code of Ethics (Rule 2)

A. Outside Relations/Media Contact
    1. Employees are not permitted to grant interviews to any media outlet (i.e., television, newspaper or radio station) regarding District business, its' employees, Board of Directors, outside vendors, clients or consultants. Requests of this nature are to be forwarded to the General Manager or his/her designee for handling.

B. Specific Conduct and Responsibilities
    1. Use of Official Position – Official positions shall not be used by District employees for personal gain. Public influence and confidential information must never be used for personal advantage and shall not be released without authorization by the General Manager and/or District legal counsel.
    2. Conflict of Interest – Employees are expected to devote their best efforts and attention to the full-time performance of their jobs. Moreover, employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between their personal interests and the legitimate business interests of the District. A conflict of interest exists when the employee's loyalties or actions are divided between the District's interests and those of another, such as a competitor, supplier, or customer. Both the fact and the appearance of a conflict of interest should be avoided. Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their immediate supervisor or Human Resources for clarification. Any exceptions to this guideline must be approved in writing by the General Manager.

While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts that employees should avoid include the following:

a. Engaging in self-employment in competition with the District;
b. Using proprietary or confidential District information, such as District trade secrets, for personal gain or to the District's detriment;
c. Having a direct or indirect financial interest in or relationship with a competitor, customer, or supplier, [except that ownership of less than (2.5%) of the publicly traded stock of a corporation will not be considered a conflict];
d. Using District property or labor for personal use;
e. Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the District;
f. Committing the District to give its financial or other support to any outside activity or organization; or
g. Developing a personal relationship with a subordinate employee of the District or with an employee of a competitor, supplier, or customer that might interfere with the exercise of impartial judgment in decisions affecting the District or any employees of the District.
h. Engaging in any other work that interferes with work for MSWD.

If an employee or someone with whom an employee has a close relationship (e.g., a family member or close companion) has a financial or employment relationship with a competitor, customer, supplier, or potential supplier, the employee must disclose this fact in writing to Human Resources. Employees should be aware that if they enter into a personal relationship with a subordinate employee or with an employee of a competitor, supplier, or customer, a conflict of interest may exist, which requires full disclosure to the District.

Part-time employees may engage in outside employment, provided that they disclose such employment and get written approval from their immediate supervisor.

Failure to adhere to these guidelines, including failure to disclose any conflicts or to seek an exception may result in discipline, up to and including termination of employment.

3. Gratuities and Gifts – No employee shall accept or solicit, directly or indirectly, anything of economic value as a gift, gratuity, favor, entertainment or loan which is or may appear to be payment for services rendered in the capacity as a District employee or designed to influence official conduct, particularly from a person who is seeking to obtain contractual or other business or financial arrangements with the employing department, or who has interests that might be substantially affected by the performance or non-performance of the employee’s duty. Seasonal

gifts may be received by employees and/or District departments; but all such gifts shall be contributed by the receiving employee or department to a pool, drawing, or made available to all employees of the District. These types of gifts are to be forwarded to Human Resources for use at District events. All employees shall also comply with all applicable procedures and requirements regarding the acceptance, disclosure and/or reporting of gifts set forth in State law, including but not limited to, the California Political Reform Act (California Government Code Section 81000, et seq.) and the implementing regulations adopted by the California Fair Political Practices Commission ("FPPC") (including without limitation, FPPC regulation 18944.2, or as such regulation may be amended from time to time), and California Government Code Section 1090. Questions regarding gratuities and gifts should be addressed to the employee's Department Director, or the General Manager. Advice regarding applicable FPPC regulations may be obtained by contacting the FPPC directly at 1-866-ASK-FPPC (1-866-275-3772).

4. Use of District Property – No employee shall use any District property directly or indirectly for personal gain, profit or advantage, or for non-District purposes. Employees shall also comply with Rules 4 and 5 regarding District property.
5. Use of Office or Influence
    a. No employee shall use his/her office, authority or influence to obtain change in position or compensation.
    b. No employee shall directly or indirectly use, promise, threaten or attempt to use his/her office, authority or influence, to secure, or to obstruct, or prevent another person from securing any position, nomination, confirmation, promotion or change in compensation or position with the District, upon the condition that his/her vote or another's vote, influence or action shall be given or used in behalf of, or withheld from any candidate, officer, or party, or upon any other corrupt condition or consideration. (Government Code Section 3204.)
6. Solicitation – No employee shall directly or indirectly solicit political funds or contributions from other employees of the District. The employee, however, is not prohibited from communicating through the mail, or by other means, requests for political funds or contributions, to a significant segment of the public which may include officers or employees of the District. (Government Code Section 3205.)
7. District Expense Reimbursement Policy and Policy on Use of District Resources – In addition to Sections 1 through 6, of this Rule, every employee designated by the General Manager as subject to the District's "Policy Regarding Expense Reimbursement and Use of Public Resources", shall comply with such policy as it is presently in effect and may be amended from time to time by Resolution of the Board of Directors.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022)

Section 3.01.030 – Security: Confidential Information (Rule 3)

A. General Provisions

1. The District has a vital interest in protecting its employees, their property and the property of the District. Proper security depends on the cooperation of the entire work force. Accordingly, all employees are expected to comply with the District's security regulations. Any breach of security should be reported promptly to Human Resources and/or the employee's Supervisor.

B. Confidential Information

1. "Confidential Information" means all information, not generally known, belonging to, or otherwise relating to the business of the District or its clients, customers, suppliers, vendors, affiliates or partners, regardless of the media or manner in which it is stored or conveyed, that the District has taken reasonable steps to protect from unauthorized use or disclosure. "Personal Identification Information" includes individually identifiable information about employees, customers, consultants, or other individuals, such as Social Security numbers, background information, credit card or banking information, health information, or other non-public information entrusted to the District regarding an individual's personal identity. There are laws in the United States and other countries that protect certain types of Personal Identification Information, and employees should not disclose such protected Personal Identification Information about other individuals to any third party or from one country to another without prior managerial approval.

   Confidential information includes, but is expressly not limited to:

   a. Home addresses and telephone numbers of employees and/or customers;
   b. Information and documentation pertaining to computer or other electronic software, security passwords or codes;
   c. Information relating to the District's administration of employer-employee relations, and the preparation, gathering and analysis of information about, or present management positions with respect to, employer-employee relations or other information that is used to contribute significantly to the development of management positions, on such areas as collective bargaining, negotiations, finances, and grievances;
   d. Personnel files and records, social security numbers, benefit information, performance reviews and evaluations, medical information and medical records, and other personnel information;
   e. Any information, data, documentation and information of any nature, or stored, created or maintained in any form, concerning or constituting matters protected within the scope of any legally recognized privilege, including but not limited to trade secrets, the attorney-client privilege, the attorney work product privilege, and documents pertaining to litigation; and
   f. Any other communications or documentation deemed confidential by the General Manager.

Given the nature of the District's business, protecting Confidential Information and Personal Identification Information is of vital concern to the District. This information is one of the District's most important assets. It enhances the District's opportunities for future growth, and indirectly adds to the job security of all employees.

While employed by the District, employees must not use or disclose any Confidential Information or Personal Identification Information that they produce or obtain during employment with the District, except to the extent such use or disclosure is required in connection with performing their jobs. Employees may not use or disclose Confidential Information or Personal Identification Information for any reason after the employment relationship with the District ends. Misuse or unauthorized disclosure of Confidential Information or Personal Identification Information may result in immediate termination, as well as potential personal and criminal liability. Nothing in this Guideline restricts an employee from discussing his or her wages or other terms and conditions of employment with coworkers or others, to the extent protected by law.

2. Confidential information shall not be released to third parties, removed from District premises, or shared with other District employees or officials, without permission of the General Manager or District legal counsel.
3. Employees whose job classifications are defined by the District as “confidential” have special standards and rules of confidentiality associated with their positions, which must be strictly observed by such employees. Such rules apply to disclosure of confidential personnel information, legal communications, and any communication deemed confidential by the General Manager.

   The security of District property is of vital importance to the District. District property includes not only tangible property, like desks and computers, but also intangible property such as confidential information. It is critical for the District to preserve and protect its confidential information, as well as the confidential information of customers, suppliers, and third parties. All employees are responsible for ensuring that proper security is maintained at all times.
4. On termination of employment, whether voluntary or involuntary, all District documents, computer records, and other tangible District property in the employee's possession or control must be returned to the District immediately.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.01.040 – District Property (Rule 4)

A. Definition – As used in this Rule, “property” means all hard and digital files, supplies, equipment, tools, offices, desks and furniture of any kind, closets, lockers, file cabinets, storage facilities, rooms, facilities, buildings, structures, and vehicles, including any such property owned, leased or otherwise provided by the District to any employee.

B. District Keys and Codes – Any employee in possession of any District keys or security or access codes to District property shall not permit them to be used by unauthorized persons or duplicated, and all keys and codes shall be turned in to the District upon request or upon separation from employment. District keys shall not be copied by any employee.

   District security and access codes shall not be provided, released or disclosed to any other person without the prior consent of the General Manager or Human Resources. Security and access codes shall not be stored on any personal computer equipment of any employee. Any employee who loses any District key or code shall immediately report such loss to his/her Department Head and Human Resources.

C. District Property – Every District position requires the use of District property. It is each employee's responsibility to maintain District property in the best possible condition, make the most economical use of equipment, tools and supplies, and to see that all tools, equipment and unused supplies are returned to the District after use. District supplies, materials and equipment may not be used for personal purposes or for purposes unrelated to District business.
D. Personal Use of District Telephones – District phones may be used for limited personal use by District employees making local calls during breaks or non-working time. In emergency situations, long distance calls may be made as long as the user charges the call to his/her phone credit card or home phone number.
E. District Vehicles – Use of vehicles shall comply with Rule 21 Vehicle Policy and Procedure.
F. No Expectation of Privacy – In accordance with Rule 5, below, employees shall not have any reasonable expectation of privacy on any District property, including in any telephone system, or in any telephone calls made on any District telephone, including any personal calls. The District shall have the right at all times to access, monitor and inspect any District telephone, telephone system, and the contents of any call made or received thereon. The District shall further have the right to access and inspect any and all other District property at any time, as provided in Rule 5, below. Use of District property shall comply with Rule 5, below.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.01.050 – Use of Electronic Media: District Right of Access and No Expectation of Privacy (Rule 5)

The District provides various Technology Resources to authorized employees to assist them in performing their job duties for the District. Each employee has a responsibility to use the District's Technology Resources in a manner that increases productivity, enhances the District's public image, and is respectful of other employees. Failure to follow the District's policies regarding Technology Resources may lead to disciplinary measures, up to and including termination of employment. Moreover, the District reserves the right to advise appropriate legal authorities of any violation of the law by an employee.

A. Technology Resources Definition – Technology Resources consist of all electronic media and storage devices, software, and means of electronic communication including any of the following: personal computers and workstations; laptop computers; mini and mainframe computers; tablets; computer hardware such as disk drives, tape drives, external hard drives and flash/thumb drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet or cloud storage accounts; electronic mail; telephones; mobile phones; personal organizers and other handheld devices; pagers; voicemail systems; and instant messaging systems.

B. Authorization – Access to the District's Technology Resources is within the sole discretion of the District. Generally, employees are given access to the District's various technologies based on their job functions. Only employees whose job performance will benefit from the use of the District's Technology Resources are authorized to access and use the necessary technology. Additionally, employees must successfully complete District-approved training before they are authorized to access and use the District's Technology Resources.

The District's Technology Resources are to be used by employees during working time only for the purpose of conducting District business. Employees may, however, use the District's Technology Resources for the following incidental non-work-related uses during nonworking time as long as such use does not interfere with the employee's duties, is not done for pecuniary gain, and does not violate any District policy:

1. To use the telephone system for brief and necessary calls;
2. To send and receive necessary and occasional communications;
3. To prepare and store incidental data (such as personal calendars, personal address lists, and similar incidental data) in a reasonable manner; and
4. To access the Internet and personal social media sites for brief personal searches and inquiries during meals, breaks, or other nonworking time, provided that employees adhere to all other usage policies.

The District assumes no liability for loss, damage, destruction, alteration, receipt, transmission, disclosure, or misuse of any personal data or communications transmitted over or stored on the District's Technology Resources. The District accepts no responsibility or liability for the loss or non-delivery of any personal electronic mail or voicemail communications or any personal data stored on any District property. The District strongly discourages employees from storing any personal data on any of the District's Technology Resources.

C. Improper Use

1. Prohibition Against Harassing, Discriminatory and Defamatory Use – The District is aware that employees use electronic mail for correspondence that is less formal than written memoranda. Employees must take care, however, not to let

informality degenerate into improper use. As set forth more fully in the District's "Policy Against Harassment," the District does not tolerate discrimination or harassment based on gender, pregnancy, childbirth (or related medical conditions), race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care or medical leave status, military status, veteran status, or any other status protected by state and federal laws. Under no circumstances shall employees use the District's Technology Resources to transmit, receive, or store any information that is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could adversely affect any individual, group, or entity (e.g., sexually explicit or racial messages, slurs, jokes, or cartoons).

2. Prohibition Against Violating Copyright Laws – Employees shall not use the District's Technology Resources to copy, retrieve, forward, or send copyrighted materials unless the employee has the author's permission or is accessing a single copy only for the employee's reference.
3. Other Prohibited Uses – Employees shall not use the District's Technology Resources for any illegal purpose, violation of any District policy, for pecuniary gain, or in any way that discloses trade secrets or other confidential or proprietary information of the District, business partners, vendors, or customers.

D. District Access to Technology Resources – All messages sent and received, including personal messages, and all data and information stored on the District's Technology Resources (including on its electronic mail system, voicemail system, or computer systems) are District property regardless of the content. As such, the District reserves the right to access all of its Technology Resources including its computers, voicemail, and electronic mail systems, at any time, in its sole discretion. No employee, other than the General Manager, has authority to waive, vary or amend the District's right to access its Technology Resources.

E. No Reasonable Expectation of Privacy – Although the District does not wish to examine personal information of its employees, on occasion, the District may need to access its Technology Resources including computer files, electronic mail messages, and voicemail messages. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created, collected, or maintained on the District's Technology Resources, including personal information or messages. The District may, at its discretion, inspect all files or messages on its Technology Resources at any time for any reason. The District may also monitor its Technology Resources at any time in order to confirm compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

F. Passwords – Certain of the District's Technology Resources can be accessed only by entering a password or using login credentials. Passwords and login credentials are intended to prevent unauthorized access to information. Passwords and login credentials do not confer any right of privacy upon any employee of the District. Thus, even though

employees may maintain passwords or be provided with login credentials for accessing Technology Resources, employees must not expect that any information maintained on Technology Resources, including electronic mail and voicemail messages, are private. Employees are expected to maintain their passwords and login credentials as confidential. Employees must not share passwords, or forward login credentials unless authorized by the Innovation and Technology Manager and must not access coworkers' systems without express authorization.

G. Data Collection – The best way for employees to ensure the privacy of personal information is not to store or transmit it on the District's Technology Resources. So that employees understand the extent to which information is collected and stored, examples of information currently maintained by the District are provided below. The District may, however, in its sole discretion, and at any time, alter the amount and type of information that it retains.
    1. Telephone Use and Voicemail: Records are kept of all calls made to and from a given telephone extension. Although voicemail is password-protected, an authorized administrator can listen to voicemail messages and also reset the password.
    2. Electronic Mail: Electronic mail is backed up and archived. Although electronic mail is password-protected, an authorized administrator can read electronic mail and also reset the password.
    3. Desktop Facsimile Use: Copies of all facsimile transmissions are maintained in the facsimile server.
    4. Document Use: Each document stored on District computers has a history that shows which users have accessed the document for any purpose.
    5. Internet Use: Internet sites visited, the number of times visited, and the total time connected to each site are recorded and periodically monitored.

H. Deleted Information – Deleting or erasing information, documents, or messages maintained on the District's Technology Resources is, in most cases, ineffective. All employees should understand that any information kept on the District's Technology Resources may be electronically recalled or recreated regardless of whether it may have been "deleted" or "erased" by an employee. Because the District periodically backs up all files and messages, and because of the way in which computers reuse file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential or ever were confidential. If a legal dispute arises, or may arise in the future, it may be unlawful to attempt to delete or erase certain information. Employees shall fully comply with District policy regarding retention or destruction of information.

I. The Internet and On-Line Services – The District provides authorized employees access to online services such as the Internet. The District expects that employees will use these services in a responsible way and for business-related purposes only. Under no circumstances are employees permitted to use the District's Technology Resources to

access, download, or contribute to Internet sites that contain inappropriate content such as that which is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could reasonably adversely affect any individual, group, or entity.

Additionally, employees may not use the District's Technology Resources to post, comment, send, or otherwise upload any information to any Web sites or other online groups, including web logs (i.e., "blogs"), social networking Web sites, newsgroups, discussion groups, or non-District email groups, except in accordance with the District's Blogging Policy. These actions will likely generate junk electronic mail and may expose the District to liability or unwanted attention because of comments or other contributions that employees may make. The District strongly encourages employees who wish to access the Internet for non-work-related activities to obtain their own personal Internet access accounts that are unaffiliated with the District, and to use such accounts at home on their own personal computer, except as allowed by law.

J. Online Monitoring – The District monitors both the amount of time spent using online services and the sites visited by individual employees. The District reserves the right to limit such access by any means available to it, including revoking access altogether. The District, through technological tools, may also prohibit or limit access to certain Web sites considered inappropriate by the District or its technology provider.

K. Confidential Information – The District is very sensitive to the issue of protecting confidential information of both the District, business partners, vendors, or customers ("Confidential Information"). Confidential Information includes all confidential and personal information covered by the District's guideline in Rule 3, Section B above regarding “Confidential Information.” Therefore, employees are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting Confidential Information on the District's Technology Resources.

Confidential Information should not be accessed through the District's Technology Resources in the presence of unauthorized individuals. Similarly, Confidential Information should not be left visible or unattended. Moreover, any Confidential Information transmitted via Technology Resources should be marked with the following confidentiality legend: "This message contains confidential information. Unless you are the addressee (or authorized to receive for the addressee), you may not copy, use, or distribute this information. If you have received this message in error, please advise [employee's name] immediately at [employee's telephone number] or return it promptly by mail."

Employees should adhere to District's security policy with regard to Confidential Information and take all appropriate measures to safeguard the confidentiality and security of such information. Employees should avoid sending Confidential Information via the Internet, except when absolutely necessary. Employees should also verify

electronic mail addresses before transmitting any messages containing Confidential Information.

L. Software Use

1. License Restrictions – All software in use on the District's Technology Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software on the District's computers, by any means of transmission, unless authorized in writing in advance by the General Manager or designee (e.g., the Innovation and Technology Manager) and thoroughly scanned for viruses or other malware prior to installation.
2. Software for Home Use – Before transferring or copying any software from a District Technology Resource to another computer or other device, employees must obtain written authorization from the General Manager or designee. It is the employee's responsibility to adhere to applicable licensing requirements, including not making or distributing unauthorized copies of software to others. Upon departure from the District, it is the employee's responsibility to remove all District software from non-District computers and other devices on which District software has been installed. If an employee sells or otherwise transfers out of his or her own possession or controls his or her own personally owned computer, he or she must delete all District software prior to such sale or other transfer. Please ask the General Manager or designee (e.g., the Innovation and Technology Manager) for assistance if needed.
3. Security – The District has installed a variety of programs and devices to ensure the safety and security of the District's Technology Resources. Any employee found tampering with or disabling any of the District's security devices will be subject to discipline up to and including termination.

   Moreover, the District reserves the right to advise appropriate legal authorities of any violation of law by an employee that results in the misappropriation, theft, or unlawful use of District's property or proprietary information.

   To maintain the effectiveness of the District's security measures, employees should use only secure networks established by the District to access or use Confidential Information. Such information may not be downloaded, stored, or copied onto any non-District equipment or media (including personally owned computer, handheld devices, external memory devices, or disks) without prior written approval from the General Manager or designee (e.g., the innovation and Technology Manager). If Confidential Information is downloaded, stored, or copied onto non-District equipment or media, employees must take all appropriate measures to safeguard against loss, theft, damage, or breach of such equipment or media. If Confidential Information is downloaded, stored, or copied

onto non-District equipment or media, employees must permanently delete such information prior to selling or otherwise transferring out of their own possession or control such equipment or media. If Confidential Information is downloaded, stored, or copied onto non-District equipment or media and employee resigns, is terminated, or is requested to do so by management, employees must delete all Confidential Information they received, including any and all copies thereof. Similarly, employees may not send Confidential Information to their personal e-mail accounts, even for work-related purposes, without prior written approval of the General Manager or designee (e.g., the Innovation and Technology Manager).

Any loss or suspected loss of Confidential Information, or any suspicious activity such as external hacking attempts or unusual internal activity, should be reported immediately to District management.]

4. Remote Access to Technology Resources – The District may, at its sole discretion, provide certain employees with remote access systems such as a laptop, smartphone, tablet, or other personal organizer to allow such employees to handle the tasks associated with their jobs while working away from the office. Employees must take care to ensure the security of all District-provided equipment. Employees must not share network passwords or other PINs with anyone. As soon as an employee believes District-provided equipment is lost or that the security and confidentiality of the data on that equipment has been compromised, he or she must notify the General Manager or designee (e.g., the Innovation and Technology Manager). If District-provided equipment is lost, or if it is damaged as a result of carelessness, employees may be responsible for replacement fees. The District-provided remote access system should only be used for District-related business. The District may decide that it is no longer necessary for certain employees to possess a remote access system and their ability to use such systems may be discontinued, in which case such employees are expected to return any District-issued remote access systems in accordance with District's "District Property" policy.

   The District does not expect or require employees to work on tasks (including e-mail, work product, etc.) during meal periods or after scheduled working times. Any and all use of remote access systems shall be made in compliance with District's "Hours of Work, Overtime, And Pay Day policy."

   Use of public or home networks, such as unencrypted Wi-Fi networks, can be a threat to the security and reliability of the District's Technology Resources. Accordingly, employees must only access District Technology Resources via means that are specifically approved by the General Manager or designee (IT Manager).

M. Electronic Mail Guidelines – Employees are expected to use sound judgment with respect to the use of the District's electronic mail ("e-mail"). All employees should adhere to the following with respect to use of e-mail:

1. Always ask before sending an e-mail if it is the appropriate medium of communication. When communicating about a sensitive subject, consider whether e-mail is the appropriate medium or whether using the phone rather than e-mail might be more appropriate (but keep in mind that voicemail is similar to e-mail; voicemail may be stored on a computer server and may be forwarded to third parties).
2. Use the "front page" test. Assuming that e-mail is the appropriate medium of communication, each e-mail should be treated as a formal written document. Do not write anything in an e-mail that could not be printed on the front page of the newspaper. Off-the-cuff, sarcastic, or angry comments can come back to haunt the author.
3. E-mail is part of the workplace environment. E-mail containing rude and insensitive comments is not only personally embarrassing, but also may serve as the basis for legal liability. Employees and managers should exercise the same care and sensitivity in communicating via e-mail as they would when communicating in person or in letters. Offensive e-mail received from others should not be forwarded, and the recipient should ask the sender to refrain from sending inappropriate e-mail.
4. Provide context. As with other forms of communication, there is a risk that an e-mail message may be taken out of context. To reduce the risk that the message will be taken out of context, consider including the original message to which the reply e-mail relates.
5. Know your audience. When sending an e-mail, always double-check to whom the e-mail is addressed, especially when using the "reply to all" button. Ask whether it is appropriate for each addressee to receive the e-mail and whether sending the e-mail to a particular addressee will result in the unauthorized disclosure of Confidential Information. If in doubt, remove the doubted addressee.
6. Avoid using a home or personal computer for business purposes. If there is any concern that a legal dispute or litigation involving the District and a third party may require producing one's hard drive from a home or personal computer, the employee should not use the device for business-related purposes. E-mail relating to District business, even though stored on a home or personal computer, is recoverable and discoverable in litigation.

N. Audits – The District may perform auditing activity or monitoring to determine compliance with these policies. Audits of software and data stored on the District's Technology Resources may be conducted without warning at any time.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022)

Section 3.01.060 – Relationship of Employees of the District: Nepotism (Rule 6)

A. Policy – It is the policy of the District not to discriminate in its employment and personnel actions with respect to its employees and applicants for employment on the basis of marital status, blood or other types of relationship. No employee or applicant for employment shall be improperly denied employment or benefits of employment on the basis of his/her marital status.

B. Definition – Marital status is defined as an individual's state of marriage, non- marriage, divorce or dissolution, separation, widowhood, annulment, or other marital state. Relationship shall include, for purposes of this Rule, any marital or blood relationship or any other relationship similar to blood or marital relationship, as when an employee is the immediate family member (as defined as an employee's spouse, mother, father, brother, sister, half-brother or sister, children, step-children, grandparents, in-laws, aunt, uncle, niece, nephew, foster children or legal wards, legal guardians, domestic partners, and children of a domestic partner.) of another employee of the District.

C. Management Rights – Notwithstanding the above provisions, the District retains the following rights:
    1. To refuse to permit one (1) party to a relationship to be under the direct supervision of the other party to the relationship, where such employment has the potential for creating an adverse impact on supervision, safety, security or morale.
    2. To refuse to permit both parties to a relationship to work in the same department, division or facility where the Appointing Authority determines that such employment has the potential for creating an adverse impact on supervision, safety, security or morale, or where such employment involves potential conflicts of interests or other hazards greater for persons in such a relationship than for other persons.

D. Employment of Family Members – The following provisions shall govern the employment of the immediate family of any official or employee of the District:
    1. Members of a District official's immediate family shall not become employed by the District during the official's term of office. For purposes of this provision, District officials means the General Manager, elected officials or Board-appointed officials in the area/department in which the appointed official is serving.
    2. No person shall be appointed or promoted to a position in any department in which such person's relative already holds a position, when such employment would result in any of the following:
        a. A supervisor-subordinate relationship.
        b. The employees having job duties which require performance of shared duties on the same or related work assignment.
        c. Both employees having the same immediate supervisor.
    3. If a District employee marries another person employed by the District (or becomes the domestic partner of another person employed by the District) within the same department, both employees shall be allowed to retain their respective

positions provided that a supervisorial relationship in the two (2) positions does not exist at the time of marriage or establishment of the domestic partnership. For the purpose of this Section, a supervisorial relationship shall be defined as one in which one (1) person exercises the right to control, direct, reward or punish another person by virtue of the duties and responsibilities assigned to his or her position.

4. If two (2) employees marry, become related or become domestic partners, and the potential problems noted above exist, only one (1) of the employees will be permitted to stay with the District unless reasonable accommodations can be made to eliminate the prohibition set forth in Subsection 2. herein. The decision as to which relative will remain with the District must be made by the employees within sixty (60) days. If no decision has been made during this time and if continuing employment of both spouses cannot be accommodated consistent with the District's interest in promotion of safety, security, morale and efficiency, then the District retains sole discretion to separate one (1) spouse or domestic partner from District employment. Absent resignation by one (1) affected spouse or domestic partner, the less senior of the involved spouses or domestic partners will be subject to separation; and the same shall not constitute discipline and shall not be subject to any administrative appeal.

E. Eligibility List – When an eligible candidate is refused appointment by virtue of this Section, the name of the candidate shall remain on the eligibility list for openings in the same classification, where no relative is employed, supervised by, or supervising the vacant position. In no case may an employee participate directly, or indirectly, in the recruitment or selection process for a position for which the employee's relative has filed an employment application.

F. Prospective Application – This Section shall apply prospectively and is not intended to affect any employment in existence and in compliance with the District's Personnel Rules on the effective date hereof.

G. Discrimination – Any employment action which must be taken pursuant to this Rule because of a problem with supervision, safety, security, or morale shall be taken in a non-discriminatory manner. Determinations made pursuant to this Rule shall be made on a case- by-case basis. In making any determination pursuant to this Rule, Human Resources may take into account all relevant factors concerning each employee involved in a covered relationship, including job duties, history of employment and potential for advancement within the District service.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.01.070 – Workplace Safety (Rule 7)

Each employee shall comply with CAL/OSHA safety laws, rules, and regulations, and with any and all other safety rules, regulations, ordinances and statutes pertaining to his/her position or job classification. All employees shall follow safe practices, use personal protective equipment as required, render every possible aid to safe operations and report all unsafe conditions or

practices to his/her immediate supervisor or department head immediately upon knowledge of the unsafe conditions or practices.

A. Workers' Compensation – An employee sustaining an injury or illness arising out of or in the course of employment with the District, shall be compensated by the ACWA/JPIA Worker's Compensation Insurance Fund. No compensation is made by the Fund for the first three (3) days absent from work. In order to be compensated, the claim must be accepted as valid by the ACWA/JPIA Workers' Compensation Insurance Fund or by the ACWA/JPIA Workers' Compensation Appeals Board. The treating physician must file a report with the ACWA/JPIA Workers' Compensation Insurance Fund as required by law.

   The District's designated doctor will be used for treatment. In the event of extended treatment, the employee may request a personal doctor be used after thirty (30) days under the care of the District's designated doctor unless a written request is on file with Human Resources. Such a request must be in the employee's personnel file prior to the time of any injury or illness and the requested doctor must be able to treat the type of injury present at the time of injury or illness.

   Employees must submit to HR Work Status reports after each medical visit. The District strives to coordinate the submission of Work Status reports with employees' medical providers. However, in the event the employees' medical providers fail to submit Work Status reports on behalf of the employees, the District will require employees to do so themselves. Reports should be submitted via email or hard copy within 48 hours after each medical visit. Failure to submit Work Status reports on a timely basis may result in employees' accommodations and/or leaves of absence being adjusted.
B. Workers' Compensation Disclaimer Notice – Mission Springs Water District or its insurance carrier may not be liable for the payment of workers' compensation benefits for any injury which arise out of voluntary participation in any off-duty recreational, social, or athletic activity which is not part of the work-related duties.
C. An employee's workers' compensation absence and Family Medical Leave entitlement will run concurrently when the work-related injury or illness is one that meets the criteria for "serious health condition" under the Family Medical Leave.
D. Coordination of Benefits – The District coordinates benefits with the Workers' Compensation program in order to ensure that employees receive up to 100% of their normal gross weekly wages during periods when they are unable to work. Employees may substitute any accrued paid leave for any portion of unpaid leave during which the employee receives Workers' Compensation benefits.

   In no event shall employees receive more money from Workers' Compensation and District wage replacement benefits than their regular wages.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-32, 12-19-2022; Res. No. 2023-16, 07-17-2023)

Section 3.01.080 – No Smoking Policy (Rule 8)

Smoking is prohibited in District vehicles, and within twenty (20) feet of any District building/structure. Employees shall be especially attentive to the sensitivities of the public and fellow employees who may object to smoking. Management reserves the right to limit employees from leaving their work area to smoke except at break and lunch time. However, employees should use reason and discretion in the frequency of leaving the work area to smoke.

It is also a violation of California law for any person to smoke in a vehicle where minors are present. As such, any employee who smokes in a District vehicle while a minor is present may also be subject to criminal liability.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.01.090 – Dress and Grooming Standards (Rule 9)

The District considers the presentation of the District image to its customers, suppliers, and the public at large to be extremely important. Since the District's product includes service, and excellent service can only be provided through its employees, the District not only seeks good performance and conduct from its employees, but also expects them to observe high standards in their personal presentation. Accordingly, while the District has no formal dress code, it expects all employees to dress in a manner consistent with good hygiene, safety, and good taste. Employees are expected to wear apparel the District considers appropriate for work. District management, in its reasonably exercised discretion, determines whether employees are appropriately dressed and groomed for work.

A. Non-Uniformed Office and Field Personnel
    1. Employees should dress and be groomed according to the requirements of their position. Without unduly restricting individual tastes, the following personal appearance guidelines must be followed:
        a. Hair should be maintained so as not to interfere with job duties or jeopardize safety in the workplace;
        b. All apparel shall be clean and in good condition. Examples of appropriate dress for office work may include: slacks, trousers, jackets, shirts (including “Polo” type shirts), sweaters, skirts, blouses and dresses.
        c. Denim jeans are appropriate for job classifications performing routine field assignments or tasks requiring physical labor (i.e., cleaning, moving furniture, equipment maintenance, filing for long-term storage), with prior approval of the Department Head.
    2. Inappropriate dress includes but is not limited to, casual or souvenir T-shirts or sweatshirts, tank tops, warm up or jogging ensembles/exercise wear, shorts, spandex-like skintight leggings or tight-fitting pants, ripped, faded, bleached, or revealing clothing. Clothing that is excessively tight, short, or otherwise revealing is also considered inappropriate and shall not be worn to work. Extreme hairstyles, facial and torso body piercing with visible jewelry or jewelry that can be seen through or under clothing must not be worn during business hours; visible

excessive tattoos and similar body art must be covered during business hours. Footwear such as sandals that would not ordinarily be worn with professional clothing (e.g., gladiator sandals), thongs, and slippers are considered unacceptable.

3. All inappropriate dress shall be brought to the attention of supervisor, Department Head, and/or Human Resources immediately. If, in the opinion of Human Resources, an employee is not adhering to the intent of this policy, the person will be informed that he/she must dress in accordance with the policy. In severe cases, the Department Head shall send the person home to change. The time away from work shall not be considered hours worked. An employee may use vacation, optional, or compensatory time for such time away from work.

B. Uniforms

1. Those employees provided with uniforms shall wear their uniforms when at work. Uniforms shall not be worn when off duty, except for traveling to and from work. It is recognized that employees may have to make brief stops on the way to and from work to take care of personal business; however, uniforms shall not be worn in businesses or locations which would create a negative impression, such as bars or nightclubs.
2. Uniforms shall be neat, clean and in good condition at the start of the work shift. They shall not be altered inappropriately and shall be worn as they are designed to be worn.
3. Where required, steel-toed boots or carbon-toe boots that meet OSHA and ASTM safety requirements shall be worn on first day of work and every day of work thereafter.
4. Field staff will generally receive up to the following: thirteen (13) shirts, thirteen (13) pants, one (1) blue jacket, and one (1) orange safety jacket.
5. Uniform shirts shall be tucked in.
6. Front Office/Customer Service Representatives (CSR) will generally receive up to the following: five (5) polo shirts, one (1) cardigan, and one (1) jacket.
7. Front office/CSR shall wear uniform shirts Monday – Thursday. On Fridays, front office/CSR staff may dress in a more business casual fashion. Staff is expected to still look professional and present a neat appearance.
8. Human Resources maintains sole discretion to determine whether an employee's outfit violates dress code and may send an employee home to change.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022, Res. No. 2024-18, 06-17-2024)

Chapter 3.02 – CLASSIFICATION, RECRUITMENT, AND APPOINTMENT

Section 3.02.010 – Types of Appointment/Appointment Process (Rule 10)

A. Types of Appointment – All vacancies in the competitive service shall be filled by transfer, promotion, re-employment, reinstatement or from eligible applicants certified by Human Resources from an appropriate employment list, if available. In the absence of people

eligible for appointments, provisional appointments may be made in accordance with these Rules. In addition, the District may make seasonal, temporary, and emergency appointments.

"Classification" means each position in the competitive service that has a designated title, a specific statement of the duties required to be performed by the employees in such position, and an established wage range for such position.

B. Certification of Eligible Applicants – Insofar as practical and consistent with the best interests of the District, vacancies in the competitive service shall be filled by promotion. If in the opinion of the Appointing Authority, it is in the best interest of the District to fill a vacancy by an open competitive examination instead of a closed promotional examination, then Human Resources will seek applications for the vacancy and arrange for an open competitive examination. If an appointment is to be made from an employment or promotional list, the names of all persons willing to accept employment shall be certified.
C. Veteran's Preference – If two (2) candidates on the eligibility list are identically qualified, preference will be given to a candidate who is a veteran.
D. Appointment – The Department Head shall select the applicant to be appointed. Human Resources shall conduct a background investigation. The name of the applicant shall then be sent to the General Manager for appointment. Upon approval of the General Manager, Human Resources will make a final or contingent offer of employment to the applicant. The offer may be contingent upon the applicant's successfully passing a physical or psychological examination or further background investigation. The person accepting the appointment shall report to Human Resources for processing on or before the day of appointment. He/she shall be deemed appointed upon signing the appropriate personnel action forms. The following types of appointments may be made:
    1. Regular Employee – A regular employee is one who has successfully completed the probationary period and is employed full-time or part-time. A full-time regular employee receives all fringe benefits provided to that employee's classification pursuant to these Rules.
    2. Emergency Employee – Emergency employees are not part of the competitive service and are at-will employees. As such, emergency employees are subject to discharge without prior notice or cause, and without any right of appeal. Emergency employees are not eligible for and shall not receive any fringe benefits provided to District employees other than Workers' Compensation insurance.
    3. Seasonal Employee – Seasonal employees are appointed in the same manner and are subject to the same procedure as regular employees except that they will be laid off no later than the close of the season for which they have been appointed. Seasonal employees are not in the competitive service and are at-will employees. As such, seasonal employees are subject to discharge without prior notice or cause, and without any right of appeal. Seasonal employees are not eligible for

and shall not receive any fringe benefits other than Workers' Compensation Insurance

4. Student Employee – Student employee or intern appointments afford students of public administration and other professional areas an opportunity to gain actual work experience. Such appointments require the approval of the General Manager. Student employees are not in the competitive service and are at-will employees. As such, student employees are subject to termination without prior notice or cause, and without any right of appeal. Student employees are not eligible for, and shall not receive, any fringe benefits other than Workers' Compensation Insurance.
5. Temporary Employee
    a. Temporary appointments, filled by employees other than provisional employees, shall not exceed 960 hours in any fiscal year. Whenever there is a need for a temporary appointment, the Department Head with such need shall describe the specific need and duration in a written request to the General Manager. Upon approval, Human Resources shall provide to the Department Head either an employee from a temporary placement agency or an eligibility list of interested applicants. Part-time temporary employees are not eligible for and shall not receive any fringe benefits other than Workers' Compensation Insurance or other benefits as required by law.
    b. If the applicant is actually hired by the District in a full-time temporary capacity, he/she shall complete the same hiring process as any employee in the competitive service. Time spent under temporary appointment shall not be credited to the probationary period or be used for computing any privileges accruing under these Rules nor count toward seniority for any purpose.
    c. Temporary employees are not part of the competitive service and are at-will employees. As such, temporary employees can be terminated at any time without prior notice or cause, and without any right of appeal.
6. Probationary Employee – Probationary appointment is for the first two thousand eighty (2,080) hours (usually one year) of actual and continuous employment. Probationary employees are provided with benefits as set forth herein. Probationary employees are at-will employees and can be terminated at any time without prior notice or cause, and without any right of appeal. The probationary period may be extended per Rule 11, or otherwise in accordance with these Rules.
7. Provisional Employees – An existing employee may receive a provisional appointment on a temporary basis, to fill a position until a probationary appointment may be made. Provisional appointments shall be for periods no less than two (2) weeks nor longer than nine hundred sixty (960) hours in any twelve-month period and shall be made in accordance with Subparagraph 5 above. Time spent as a provisional employee shall not be included in determining seniority under any provision of these Rules.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2021-18, 12-20-2021; Res. No. 2022-17, 07-18-2022; Res. No. 2023-16, 07-17-2023)

Section 3.02.020 – Probation (Rule 11)

A. Introductory Period – The District attempts to hire the most-qualified employees for each position. To ensure this, the District provides for an introductory period of employment for the employee to assess the District and the job content, and for the District to evaluate the new employee and his or her job performance. All new employees and existing employees who are new to a position must complete to the District's satisfaction a 1-year introductory period beginning with the date of initial employment, demotion, promotion or lateral transfer to a position which the employee has not previously held. Employees who are demoted, promoted, or transferred to a position which the employee previously held and for which the employee previously completed the probationary period, are not required to complete another probationary period. During the introductory period, an employee may be discharged by the District "at will" for any reason and without advance notice. Similarly, the employee may resign employment for any reason without advance notice during this period. A performance review will be conducted by the employee's supervisor before the introductory period is completed.

   At the District's discretion, an employee's introductory period may be extended one or more times. Employees earn vacation and accrue paid sick time from the first day of employment. On successful completion of the introductory period, an employee will become a regular employee. Successful completion of the introductory period does not, however, guarantee employment for any specific duration or change the at-will status of regular employment.

B. Rejection Following Demotion, Promotion, or Transfer – Any probationary employee rejected during or at the conclusion of a probationary period following a demotion, promotion, or lateral transfer shall be reinstated to the position from which the employee was transferred or promoted unless:
   1. Disciplinary charges are filed, and the employee is dismissed from employment in the manner provided in these Rules; or
   2. The former position is no longer available.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022)

Section 3.02.030 – Promotion (Rule 12)

A. A vacancy may be filled by promotion at the discretion of the General Manager.
   1. In the event an employee is promoted on his/her anniversary date, he/she shall first receive any within-range increase he/she has earned first and then the promotional salary adjustment provided.
   2. Upon promotion a new anniversary date shall be established for the purposes of performance evaluation, eligibility for future step increases, as of the effective

date of the promotion. Upon reclassification, the General Manager will determine whether the employee in the newly reclassified position will need to serve a new probationary period.

B. An employee who has been promoted to a higher classification (or demoted to a lower classification in which they have not completed the required probationary period), shall serve a twelve (12) month probation for the classification. At the Department Head's discretion, an employee may have their probationary period extended by up to six additional months. An employee who fails probation in a classification to which he/she has promoted into will be entitled to be returned to their former class if there is a vacant and budgeted position available in the classification. The employee does not have the right to bump out a current employee who has filled his/her previous position.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022; Res. No. 2022-32, 12-19-2022)

Section 3.02.040 – Layoff Policy and Procedure (Rule 13)

A. Statement of Intent – Except as otherwise determined by the Board of Directors in accordance with Paragraph I of this Rule, the General Manager may layoff, transfer or demote any employee without disciplinary action and without any right of appeal, on the grounds and according to Paragraphs B through H of this Rule and as otherwise provided in these Rules. The General Manager may not delegate this power.

B. Notification – Whenever possible, employees to be laid off shall be given at least fourteen (14) days' written notice of layoff.

C. Vacancy and Demotion – Except as otherwise provided, whenever there is a reduction in the work force, the Appointing Authority shall first demote any regular employee to a vacancy, if any, in a lower class for which the employee who is the latest to be laid off in accordance with Paragraph E herein below is qualified. All persons so demoted shall have their names placed on the re-employment list.

D. Employee Rights – A regular employee affected by layoff shall have the right to displace an employee in the same department who has less seniority in a lower class in the same class series or in a lower classification in which the affected employee once had regular status and for which the affected employee meets the minimum qualifications for the position. Probationary employees, emergency employees, temporary employees, provisional employees and/or seasonal employees affected by layoffs shall not have any displacement or bumping rights.

E. Seniority and Order of Layoff – Layoffs shall be by classification. Seniority, for purposes of layoffs, shall be determined first by time in the classification and, if time in the classification is equal, then by time in the Department. Before any full-time, permanent employees are laid off, the District shall first lay off all temporary and part-time employees within the affected employee classification.

    1. In order to retreat to a former or lower class, a regular employee must have more seniority than at least one (1) of the incumbents in the retreat class and request

displacement action in writing to Human Resources within five (5) working days of receipt of notice of layoff.

2. Employees retreating to a lower or similar class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off.
3. Employees retreating to a lower or similar class shall serve a probationary period in the new class unless they have previously successfully completed a probationary period in the class or a class in the class series.

F. Employment Status
   1. In each class or position, employees shall be laid off according to employment status in the following order: emergency, temporary, seasonal, provisional, probationary, and regular.
   2. Emergency, temporary, provisional, seasonal, and probationary employees shall be laid off according to the needs of the service as determined by the Appointing Authority. Nothing in this Rule is intended to nor shall modify the at-will status of any such emergency, temporary, provisional, seasonal, or probationary employee.
   3. In cases where there are two (2) or more regular employees in the class from which the layoff is to be made, such employees shall be laid off on the basis of performance and seniority. Employees within the same class shall be ranked for layoff according to performance based on the evaluations on file at least thirty (30) days and no more than twelve (12) months prior to layoff, as follows:
      a. First, all employees whose performance is “unsatisfactory"
      b. Second, all employees whose performance "needs improvement"
      c. Third, all employees whose performance is “satisfactory”
      d. Fourth, all employees whose performance is “very good”, and
      e. Fifth, all employees whose performance is “outstanding”
   4. Employees within each performance category shall be laid off in inverse order of seniority in District service.

G. Re-Employment List – The names of persons holding regular positions who are laid off, transferred or demoted in accordance with these Rules shall be entered upon a re-employment list. Lists from different departments or at different times for the same class of position shall be combined into a single list. Such list shall be used by the Appointing Authority when a vacancy arises in the same or lower class of position before certification is made from an eligible list.

H. Duration of Re-Employment List – Names of persons laid off shall be carried on a re-employment list for one (1) year, except that person appointed to regular positions of the same level as that which laid off, shall, upon such appointment, be dropped from the list. Persons who refuse re-employment shall be dropped from the list. Persons re-employed in a lower class or on a temporary basis shall be continued on the list for the higher position for one (1) year.

I. Notwithstanding Paragraph A, whenever, in the judgment of the Board of Directors of the District, it becomes necessary to abolish any position or employment, the employee holding such position or employment may be laid off, transferred, or demoted by the

General Manager without disciplinary action and without the right of appeal. Layoff, transfer, or demotion of any such employee shall be undertaken and implemented by the General Manager in accordance with Paragraphs B through H of this Rule.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.02.050 – Reinstatement and Re-employment (Rule 14)

A. Reinstatement – With the approval of the General Manager, regular or probationary employees who have resigned with a good employment record may be reinstated within one (1) year of the effective date of resignation to a vacant position in the same or comparable class. Such employees shall, upon completion of one thousand forty (1,040) hours of continuous service after being rehired, be credited with seniority for the prior service for benefit accrual purposes only. No credit will be earned for the intervening time before being rehired, except as may be required by State or Federal law. The employee's rehire date will be the new date of hire for all other purposes.
B. Re-Employment – Employees who are laid off may be re-employed in their former position. Employees recalled within six (6) months after having been laid off will be credited for their prior service for all benefit purposes. No credit will be accorded for the intervening period between the time of layoff and the time of recall.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Chapter 3.03 – COMPENSATION AND BENEFITS

Section 3.03.010 – Compensation Plan (Rule 15)

A. Compensation – The classification and compensation plan includes the basic salary schedule as adopted by the Board of Directors of the District.
B. Initial Appointment Step – All appointments shall be made at the minimum step within a particular range; however, the General Manager may approve a higher starting rate of compensation at his/her discretion.
C. Anniversary Date – The anniversary date shall be the annual date of hire or the date of promotion. The employee evaluation shall be regulated by these dates.
D. Advancement in Salary – The employee will be considered for a merit increase when probation is completed and on the annual anniversary date thereafter. Merit increases shall be granted only as a result of a written evaluation of continued meritorious service and with the continued improvement by the employee in the effective performance of the duties of the position held. Increases for acceptable performance shall be no more than five percent (5%). No salary increase shall be made so as to exceed any maximum rate established in the pay plan for the class to which the employee's position is allocated.
E. Consumer Price Index (CPI) – Prepared by the U.S. Dept. of Labor, Bureau of Labor Statistics, an index which determines the rate of inflation. The District uses the CPI for urban wage earners and clerical workers in the Riverside-San Bernardino-Ontario, CA areas.

F. Promotion – Any employee who is promoted to a position having a higher range than the position he/she occupies, shall commence work in the higher range at a step that at minimum is an increase of ten percent (10%) above the base rate the employee was receiving prior to promotion or provisional appointment. The new pay rate will be effective at the beginning of the pay period it takes effect. ("Base rate" is an employee's base hourly rate or salary that does not include other forms of pay, including, but not limited to, overtime, bonuses, or incentive pay).

G. Demotion Pay Rate – When a regular employee is demoted to a position for which the employee is qualified, the employee's salary shall be set at the step rate in the lower pay range which provides the smallest decrease in pay. The new pay rate will be effective at the beginning of the next pay period it takes effect.

H. Pay Periods – All employees shall be paid every two (2) weeks. A pay period is fourteen (14) consecutive days, week 1 starts on a Friday mid-shift with 4 hours and shall end on a Friday mid-shift with 4 hours worked in week 2. Step increases or promotions shall be effective at the beginning of the pay period in which they fall. For alternative work schedules the pay period may be modified to comply with federal and state law.

I. Reclassification
    1. If an employee is reclassified upward, the employee will receive an increase in salary at a minimum of ten percent (10%).
    2. If an employee is reclassified downward, an employee's salary will be frozen (or "Y-Rated") until the compensation for the lower classification exceeds the salary of the employee.

J. Emergency Appointment – Working Out of Class – No employee shall be required to perform duties which are not closely related, both in kind of work and in level of responsibility, to duties formally assigned to positions in his/her class, except on a short term, temporary or emergency basis. Employees who are given an emergency or temporary appointment to a higher classification which involves duties requiring a greater level of skills may be compensated as follows:
    1. To qualify for out-of-class pay, an employee must be assuming substantially the full range of duties and responsibilities of the higher-level position. Out-of- class pay is not authorized, for example, if the organization of a work unit is such that each unit employee carries on his/her normal duties during the temporary absence of a supervisor, without a need for direction which the supervisor would provide on a longer-term basis.
    2. The rate of pay shall remain unchanged during the first thirty (30) working days of such assignment. Emergency or temporary appointments must be made in writing and approved by the General Manager.
    3. After thirty (30) continuous working days of such temporary assignment, the employee working out-of-class shall be paid at Step A of the higher classification, or a rate one (1) step greater than his/her current rate, whichever is deemed appropriate compensation for the level of duties assigned and performed. The amount of additional pay awarded shall be determined by the General Manager.

The higher rate of pay shall be used in computing overtime when authorized overtime is served in a non-exempt, out-of-class assignment; the overtime rate shall be at the rate established by the overtime regulations that apply to the higher class.

4. Time worked out-of-class shall not earn credits toward the completion of probationary requirements in the higher class.

K. Provisional Appointment

1. In the absence of individuals willing to accept appointments from appropriate employment lists, a provisional appointment may be made by the General Manager of a person meeting the minimum training and experience qualifications for the position. Such appointment may be made during the period of suspension, demotion or discharge of an employee; and such vacancy may be filled by the General Manager subject to the provisions of these Rules. A provisional employee may be removed at any time without prior notice or cause, and without any right of appeal. No provisional appointment shall exceed nine hundred sixty (960) hours. Employees appointed on a provisional basis shall not be entitled to a preference in hiring or a right to a regular position.
2. A provisional appointee shall accrue the same benefits as probationary employees. If a provisional appointee is selected for a full-time position with the District in the same position as the employee served in a provisional capacity, the time served as a provisional employee shall be counted as time toward the fulfillment of the required probationary period.
3. No special credit shall be allowed in meeting any qualifications or in the giving of any test or the establishment of any open-competitive promotional list, for service rendered under a provisional appointment.
4. Salary upon provisional appointment shall be the beginning salary in the range, or five percent (5%) above the previous salary, whichever is higher. If the provisional employee is subsequently returned to his/her previous position, the previous salary shall be reinstated, unless an anniversary evaluation has occurred which warrants a merit increase. If the provisional employee is permanently appointed to the provisional position, the salary will be adjusted pursuant to the 10% increase from Section F above.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2023-05, 03-20-2023; Res. No. 2024-18, 06-17-2024)

Section 3.03.020 – Public Employees Retirement System (CalPERS) (Rule 16)

All employees of the District who work at least one thousand (1,000) hours per year are automatically covered by the District's retirement contract with the California Public Employees Retirement System ("PERS"). This benefit begins on the employee's first day of employment. The District currently participates in the 2.7% at 55 Plan for Classic members and 2% at 62 for PEPRA members, with a small contribution by the employee, which is tax deferred.

An employee becomes vested after completion of five years of public service, be it with Mission Springs Water District or another public employer who participated in PERS. Vesting mean funds

may be left on deposit for future retirement. Should an employee leave Mission Springs Water District and wish to withdraw their contributions, they may request a refund from CalPERS. The employer contributions are only paid upon retirement.

Employees are able to retire when they have five years of service credit and have attained age 55. The retirement date can be any date chosen; however, the amount of the monthly allowance can be affected. Age determines the benefit factor used in the retirement formula. So, an employee may decide to retire on his/her birthday or at a completed quarter year of age to increase the benefit factor. PERS will calculate the retirement benefits based on three factors, (1) years of service, (2) a percentage factor determined by the age at retirement, and (3) the final average monthly pay rate for the highest three years of work. There is no mandatory retirement age.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.03.030 – Fringe Benefits (Rule 17)

The District currently provides the following fringe benefit programs:

A. Enrollment in Health Insurance, Dental Insurance, Vision Care Coverage, Life Insurance, Employee Assistance Program and Deferred Compensation.
    1. Employees – All employees who are employed on a full-time basis, shall be enrolled in the health, vision, and employee assistance plans sponsored by the District. Regular and probationary employees may enroll eligible dependents in the health plan provided acceptable proof of eligibility is submitted along with enrollment forms. Regular and probationary employees and their dependents shall also be eligible for dental insurance, on the terms and conditions as authorized by the Board of Directors of the District. The District's deferred compensation program is voluntary. Fringe benefits may be altered on a year-by-year basis as the District may see fit. After a 30-day absence, that does not have job protection under any applicable local, state, or federal leave laws (“non-protected leave”), fringe benefits including but not limited to health insurance and life insurance will cease. Employees will be offered COBRA for medical benefits only. Life Insurance coverage will resume once the employee returns to work. Temporary employees who work more than 30 hours per week shall be enrolled in health insurance. Emergency and seasonal employees are not entitled to health insurance.
        a. Initial Enrollment Period: The period in which all new hires (regular benefitted employees) and all temporary employees who become eligible for benefits must enroll in one of the District's health/vision and/or dental plans. The employee will be eligible for health benefits beginning the first day of the month following 30 days of employment.
    2. Retired Annuitants
        a. Tier One: In accordance with District policy, retired annuitants may be eligible for group health insurance premiums paid by the District until

eligible for Medicare benefits, or age sixty-five (65), whichever is earlier, provided that prior to the date of retirement, the annuitant had at least fifteen (15) years of service with the District and reached the age of sixty (60).

b. Tier Two: In accordance with District policy (Resolution 2016-07 adopted 4/18/16), retired annuitants may be eligible for group health insurance premiums paid 50 percent by the District until eligible for Medicare benefits, or age sixty-five (65), whichever is earlier, provided that prior to the date of retirement, the annuitant had at least fifteen (15) years of service and reached the age of fifty-five (55). Eligible retirees who wish to exercise this benefit must give notice in writing to the District within 30 days of their retirement date.

B. Employee Assistance Program (EAP) – Mission Springs Water District cares about its employees' wellbeing. As part of that concern, it has established an Employee Assistance Program (EAP) that provides confidential, professional assistance when personal problems affect an employee's life and work. The program provides information, consultation and counseling for employees and their family members, as well as offering training and consultation to management.

   The EAP encourages employees to use services early in the progression of a problem before situations significantly impact work. This is accomplished by promoting services for "normal problems in living " such as relationships, stress, legal and financial problems, career concerns, anxiety and depression. The EAP also services more serious concerns such as alcohol and drug problems, family violence, and threats of suicide. For more information, please see a supervisor, Human Resources, or call the EAP directly at (800) 535-4985.

C. Deferred Compensation Plan – All employees who are employed on a full-time basis, except emergency, seasonal and temporary employees, are eligible for the District's Deferred Compensation Plan. This is a voluntary program. Participation in the Plan is governed by the Plan documents and minute orders of the Board of Directors.

D. Modification – Notwithstanding Paragraphs A and C of this Rule, the District expressly reserves the right, in its sole discretion, at any time and from time to time, to amend, rescind or delete any and all fringe benefits set forth in these Rules. Such changes may apply to current and/or future employees.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022; Res. No. 2023-16, 07-17-2023; Res. No. 2024-18, 06-17-2024)

Section 3.03.040 – Training and Development (Rule 18)

A. Policy – An employee may be reimbursed for tuition, textbooks and institutional fees incurred in successfully completing job-related course work and seminars from an accredited educational institution and for courses that are applied towards the completion of one college or university level degree (associate degree or higher) that is

relevant to the employee's work for the District. The District will reimburse employees 100% for course-required tuition, texts, and materials upon satisfactory completion of such courses if employees follow the guidelines of this policy. If employees have a financial hardship, with written approval from the General Manager, tuition, texts, and materials may be reimbursed or paid by the District earlier than the completion of the course(s).

Guidelines:

1. Employee must be a full-time regular employee of the District for college or university degree reimbursement, and coursework must be completed during employees' own time and not during District work hours.
2. Employee must be a regular or probationary employee to receive reimbursement for professional development classes and certifications. At the District's discretion, the District may approve completion of professional development classes and certifications during District work hours.
3. All courses and related expenses for which the employee will request reimbursement must receive **prior written approval** from the employee's Supervisor and the General Manager on the District's Educational Assistance Request form. Other than those items listed above, no other reimbursements shall be made.
4. Satisfactory completion is considered a "pass" grade in the case of pass/fail courses. Satisfactory of courses graded on an A through F system or an equivalent method will be reimbursed 100% for a grade of "C" or higher. No reimbursement will be made for a "D" or "F" grade.
5. The maximum benefit per fiscal year per employee shall be $6,000.00. This amount must be submitted, approved and adopted as part of the annual budget for the department in which the employee works before it is disbursed to satisfy the District's reimbursement obligations in this section.
6. If an employee fails to complete or pass a course, the employee must immediately reimburse the District for any advance received from the District for the payment of tuition, texts, and materials.
7. If an employee voluntarily leaves his/her employment with the District within one (1) year of completion of course work, the employee must reimburse the District all funds paid by the District for the employee's course work.

B. Conferences and Seminars – Any employee (does not have to be regular, full-time) may request to attend a conference or seminar and if such request is approved, the District will pay all reasonable costs of travel, meals, lodging, registration or tuition, books and the equivalent number of hours pay per day as if the employee were working his/her regular workday in accordance with this Rule and the District's adopted expense reimbursement policies. The employee may either receive an advance of funds for the conference or reimbursement of funds spent by the employee. The employee should request attendance at the conference or seminar as far in advance as possible but, in no case, any later than two (2) weeks prior to the conference. The employee's request for

attendance must be approved by the employee's supervisor, Department Head and the General Manager.

C. Employee Orientation – All new employees and newly promoted employees will be given an employee orientation to their new job duties and the policies, procedures and operation of the department that is appropriate to their positions. It is the department supervisor's responsibility to provide orientation to those new employees or newly promoted employees under their supervision. The orientation shall consist of training in job duties and responsibilities, these Rules, the employee handbook, and the mission, policies, procedures and operation of the employee's department.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2021-18, 12-20-2021; Res. No. 2024-18, 06-17-2024)

3.03.050 – Travel Expense Reimbursement (Rule 19)

A. Authorized Expenses – District funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized business of the District. Expenses incurred by employees in connection with the following types of activities generally constitute authorized expenses, and may be reimbursed by the District as long as the other requirements of this policy are met:
    1. Serving the needs of the businesses, agency and individual property owner/resident customers of the District;
    2. Communicating with constituents in compliance with applicable laws;
    3. Communicating with representatives of regional, State and national government on District policy positions;
    4. Attending educational seminars designed to improve employees' skill, knowledge, and information levels;
    5. Participating in regional, state and national organizations whose activities benefit or affect the District's interests.
    6. Recognizing service to the District (for example, thanking a long-time employee with a retirement gift or celebration or award of nominal value and cost);
    7. Attending District, community, regional and other events;
    8. Gathering facts and information regarding District projects, issues and priorities in other jurisdictions;
    9. Implementing a District-initiated strategy for attracting or retaining customers of the District; and
    10. Attending meetings such as those listed above, and those set forth on the Affiliate List approved annually by the Board of Directors, for which a meeting stipend is expressly authorized under this policy.
B. Expenses Requiring Prior General Manager Approval
    1. The reimbursement of an expense in excess of fifty dollars ($50.00) for any purpose other than as set forth in Section A hereinabove shall require prior approval of the General Manager;
    2. Payments for international travel;

3. Expenses which exceed any annual limits established for each employment position.

C. Personal Expenses the District will not Reimburse
   1. The personal portion of any trip;
   2. Political or charitable contributions;
   3. Family expenses, including partner's expenses when accompanying District employees on agency-related business, as well as children-or pet-related expenses;
   4. Entertainment expenses, including theater, movies (either in-room or at the theater), recreational events (including health clubs and massage services) not related to District business, cultural events not related to District business;
   5. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline;
   6. Personal losses incurred while on District business;
   7. Personal alcohol or bar expenses.

   Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is reimbursed.

D. Cost Control Guidelines – To conserve District resources, expenditures should adhere to the following guidelines. A reasonable attempt to pay in advance with a District check must be made. If the business will not accept a check, a reasonable attempt must be made to pay in advance with a District credit card. In the event that expenses are incurred which exceed these guidelines, the cost borne or reimbursed by the District will be limited to the costs that fall within the guidelines, unless such excess amounts have been approved in advance by the appropriate authority.
   1. Transportation – The most economical mode and class of transportation reasonably consistent with scheduling needs, the employees' time constraints, and cargo space requirements must be used, using the most direct and time-efficient route. In the event that a more expensive transportation form or route is used, the cost borne by the District will be limited to the cost of the most economical, direct, efficient and reasonable transportation form.

      Employees are required to use a district vehicle during any business travel. Two or more employees, attending the same event at the same time, must carpool. Exceptions to these requirements may be made with the prior approval of the employee's manager.

      Charges for rental vehicles may be reimbursed under this provision if more than one District employee is attending an out-of-town conference or meeting, and it is determined that District owned vehicles are unavailable, and sharing a rental vehicle is more economical than other forms of transportation. In making such determination, the cost of the rental vehicle, parking and gasoline will be compared to the combined cost of such other forms of transportation. District

staff will prepare a cost analysis comparing the various modes of available transportation for the General Manager's consideration.

a. Airfare. Airfares that are equal or less than those available through the Enhanced Local Government Airfare Program offered through the League of California Cities *(www.cacities.org/travel)* the California State association of Counties *(www.csac.counties.org/default.asp?id_635*) and the State of California are presumed to be the most economical and reasonable for purposes of reimbursement under this policy. Airfares that do not exceed the median fares listed on websites like *www.travelocity.com* or an equivalent service, shall also be considered reasonable and hence reimbursable.

b. Automobile Mileage. Automobile mileage is reimbursable at Internal Revenue Service rates presently in effect (see *www.irs.gov*). These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable. The District will not reimburse for customary commuting miles.

c. Car Rental. Rental rates that are equal to or less than those available through the State of California's website (*www.catravelsmart.com/default.htm*), or which represent the median rates listed on websites like *www.travelocity.com* or an equivalent service, shall be considered the most economical and reasonable for purposes of reimbursement under this policy.

d. Taxis/Shuttles. Taxi or shuttle fares may be reimbursed (including a fifteen percent [15%] gratuity per fare), when the cost of such fares is equal to or less than the cost of car rental, gasoline and parking combined, or when such transportation is necessary for time-efficiency.

2. Lodging – Lodging expenses will be reimbursed or paid for when travel on official District business reasonably requires an overnight stay.

a. Conferences/Meetings. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If the group rate is not available, see next section.

b. Other Lodging. Travelers must request government lodging rates, when available. A listing of hotels offering government rates in different areas is available at *www.catravelsmart.com/lodguideframes.htm*. Lodging rates that are equal to or less than government rates are presumed to be reasonable and hence reimbursable for purposes of this policy. In the event that government rates are not available at a given time or in a given area, websites like *www.travelocity.com* or *www.expedia.com* or an equivalent service shall be considered reasonable and hence reimbursable if, given the circumstances of the travel, such comparable rates can be found. In unique circumstances, the General Manager may approve the

reimbursement of reasonable lodging costs that exceed the two (2) standards above, if necessary under the particular circumstances.

3. Meals – Meal expenses and associated gratuities should be moderate, taking into account community standards and the prevailing restaurant costs of the area. Actual meal costs will be reimbursed up to the rates specified by the U.S. General Services Administration (GSA). Any amount spent on meals above and beyond rates established by the GSA will be the sole responsibility of the employee.

   Employees may not claim meals provided by the District, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered meals. Employees may claim only their actual expense and must have receipts substantiating the amount(s) claimed.

   No meal (breakfast, lunch or dinner) or expense may be claimed or reimbursed more than once in any given twenty-four (24) hour period.

   The District will not reimburse personal alcohol or bar expenses, unless identified and approved in advance by the General Manager.

   Employees shall, when available, take meals that are provided as part of a seminar or conference registration fee.
4. Telephone/Fax/Cellular – Employees will be reimbursed for all actual telephone and fax expenses incurred on District business. Telephone bills should identify which calls were made on District business. For cellular calls when the employee has a particular number of minutes included in the employee's plan, the employee can identify the percentage of calls made on public business and be reimbursed for that percentage of applicable charges.
5. Internet – On out-of-town trips, employees will be reimbursed for internet access connection and/or usage fees away from home, not to exceed fifteen dollars ($15.00) per day, if internet access is necessary for District-related business.
6. Airport and Other Parking Charges – The District will reimburse parking costs based on actual costs or the equivalent of long-term parking rates used for travel exceeding twenty-four (24) hours.
7. Other – Baggage handling fees of up to one dollar ($1.00) per bag (airport or hotel), airport passenger services (wheelchair), and reasonable gratuities (meals and taxis/transportation service) of up to fifteen percent (15%) will be reimbursed. Expenses for which District employees receive reimbursement from another agency are not reimbursable.
8. Credit Card Use Policy – District employees may use the District's credit card for such purposes as airline tickets, hotel accommodations and expenses directly related to authorized travel. Credit card expenses will be periodically reviewed by the Board or the General Manager. Each credit card holder will, as part of that

individual's expense report, document compliance with this expense policy. Receipts documenting expenses incurred on the credit card and compliance with this policy must be resubmitted within ten (10) business days of the end of use.

District credit cards may not be used at any time for personal expenses, even if the employee subsequently reimburses the District.

9. Expense Report Content and Submission Deadline – All credit card expenditures and expense reimbursement requests must be submitted on an expense report form provided by the District. This form shall include the following advisory:

   All expenses reported on this form must comply with the District's policies relating to expenses and use of public resources. The information submitted on this form is a public record. Penalties for misusing public resources and violating the District's policies may include loss of reimbursement privileges, restitution, civil and criminal penalties as well as additional income tax liability.

   Expense reports must document that the expense in question met the requirements of this policy. For example, if the meeting is with a legislator, the employee should explain whose meals were purchased, what issues were discussed and how those relate to the District's adopted legislative positions and priorities.

   Except as required sooner by this policy, employees must submit their expense reports within thirty (30) calendar days of an expense being incurred, accompanied by receipts documenting such expense. Restaurant receipts, in addition to any credit card receipts, are also part of the necessary documentation. The inability to provide such documentation in a timely fashion may result in the expense being borne by the employee.
10. Verification of Expense Reports – All expenses are subject to verification that they comply with this policy. The Board of Directors, the General Manager, the Finance Director, or the Executive Committee of the Board of Directors may request additional documentation or explanation of individual expenditures for which reimbursement is requested by an employee.
11. Compliance with Laws – District employees should keep in mind that some expenditures could be subject to reporting under the Political Reform Act and other laws. Records of all District expenditures and documentation regarding expense reimbursements are public records subject to disclosure under the Public Records Act.
12. Violation of this Policy – Use of public resources or falsification of expense reports in violation of this policy may result in any or all of the following:
    a. Loss of reimbursement privileges;
    b. A demand for restitution to the District;
    c. The District's reporting the expenses as income to the employee, to State and Federal tax authorities;

d. Civil penalties of up to one thousand dollars ($1,000.00) per day and three (3) times the value of the resources used; and/or prosecution for misuse of public resources.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-32, 12-19-2022; Res. No. 2024-18, 06-17-2024)

Section 3.03.060 – Vehicle Use Policy (Rule 20)

A. Statement of Policy – Transportation is often required for employees and other officials of the District to conduct business. It is at the District's sole discretion whether a District vehicle is provided, or another form of transportation is used. The General Manager has the responsibility for administration of this policy and for making decisions regarding specific vehicle use as outlined in this Rule. The Fleet Maintenance Supervisor is responsible for managing the District's vehicle fleet by working with departments to maximize District vehicle utilization, fleet maintenance, and by managing the acquisition and disposal of District vehicles. This policy does not supersede rules and regulations mandated by the Federal Department of Transportation, the California Highway Patrol, or other applicable agencies.

B. Driver's License and Automobile Insurance – No employee shall operate any District vehicle unless he/she possesses a valid California driver's license for the specific vehicle used by the employee. If the employee uses a private vehicle in the course and scope of his/her duties, the employee shall maintain automobile insurance on the private vehicle at all times in accordance with coverages and any minimum liability requirements imposed by Human Resources. The District reserves the right to require employees to produce proof of insurance upon demand.

C. Driver's Training – The District's insurance policies require that every employee who operates a District vehicle receive regular driver's training. Employees may not operate District vehicles without having satisfied this requirement.

D. Seat Belt Policy – The District requires all employees to wear seat belts, whenever they drive or ride in District vehicles, or when traveling in their own vehicle on District business. When driving, employees are responsible for requiring passengers to fasten their seat belts before operating the vehicle.

E. Use of Cell Phones or Electronic Wireless Communication Device While Operating a Motor Vehicle

    1. No employee shall use a cell phone while driving or otherwise operating any District motor vehicle unless the employee uses a hands-free device. This provision applies to the employee's operation of any District vehicle whether or not the employee is on duty or performing a District-related function. The prohibition on cell phone use also applies to any employee while he/she is operating a personal vehicle on District business or otherwise performing a District-related activity. "Operating" includes, but is not limited to, while the employee is stopped at a stop-light or intersection.

2. No employee shall use any kind of electronic wireless communication device for the purpose of texting (including sending, receiving or reading messages or communications) while driving a District vehicle whether or not on duty or performing a District- related function, or while driving or operating a personal vehicle on District business or otherwise performing a District-related activity. "Operating" includes, but is not limited to, while the employee is stopped at a stop-light or intersection. "Electronic wireless communication device" includes cell phones, blackberries, laptop computers, PDA's, or other electronic devices of any kind whatsoever.
3. The sole exceptions to this Rule are in the event of an emergency to contact emergency personnel (police, fire or ambulance) for assistance, and employees operating field vehicles equipped with radios for internal communication may lawfully use such radios while driving so long as it is safe to do so.
4. Violation of this Rule constitutes grounds for discipline of an employee, up to and including termination from employment. It may also subject the employee to criminal liability independent of any action taken by the District.

F. Accidents Involving District Vehicles and/or Employees – In the event of an accident or property damage to an employee's vehicle, employees using a personal automobile for authorized travel in conducting District business must rely on personal assets, including insurance, for financial protection. Although District interests are protected by insurance, the District provides no insurance and assumes no liability to protect employees against damage to the employee's personal automobile or for damage to the property of others for death or personal injury to others as a result of an employee using a personal automobile in conducting District business. It is the express policy of the District that all liability and or property damage incurred while use of a personal vehicle on District business either in route, parked at District facilities, or while in engaged in District business at non-District facilities, falls entirely on the employee.
G. Coverage for Injuries – Employees suffering injury, dismemberment or death arising from an accident incurred in the performance of District business shall be covered under the terms of the California Workers' Compensation laws and current District Workers' Compensation policies.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.03.070 – Vehicle Policy and Procedure (Rule 21)

A. Purpose – To establish the Mission Springs Water District's general requirements, procedures, and guidelines for vehicle use in order to provide efficient, cost-effective delivery of service. This policy addresses both District and privately owned vehicles used by District employees during the conduct of official District business.
B. Definitions – For the purpose of this policy, the following definitions of terms apply:
    1. Assigned Vehicle. Assigned Vehicle means any District vehicle assigned to a specific department or employee.

2. Authorized Person. Authorized Person means any employee authorized by a department head to use District vehicles for official District business.
3. District Boundaries. District Boundaries means the physical/political boundary lines of the District.
4. District Vehicles. District Vehicles mean all of the District-owned or leased vehicles or motorized equipment used to conduct official District business.
5. Employer Pull Notice Program. Employer Pull Notice Program means a program authorized by the California Vehicle Code (CVC) Section 1808.1, showing an employee's current driving record and any action taken against the employee's driving privilege during a calendar year.
6. Fleet Maintenance Supervisor. Fleet Maintenance Supervisor means a designated employee assigned to maintain and coordinate certain aspects of departmental vehicle and equipment assignments.
7. Non-District Employee. Non-District Employee means any person not employed by the District.
8. Official District Business. Official District Business means any business conducted on behalf of the Mission Springs Water District.
9. Operating Expenses. Operating Expenses means all expenses directly related to maintaining a District vehicle in a safe operating condition i.e., fuel, tires, repairs, and preventative maintenance.
10. Pool Vehicle. Pool Vehicle means a District vehicle available for use on a temporary basis by any of the District's departments.
11. Preventive Maintenance. Preventative Maintenance means a systematic approach to provide scheduled maintenance at recommended intervals for all District vehicles.
12. Privately Owned Vehicle. Privately Owned Vehicle means any vehicle not owned or leased by the District or any other governmental agency.
13. Replacement Criteria. Replacement Criteria means criteria including but not limited to mileage or service hours, age, and mechanical condition of the District vehicle.
14. Special Purpose Vehicles. Special Purpose Vehicles means District vehicles that are used in restricted areas and/or require special equipment or attachments to perform specific job functions.
15. Vehicle Allowance. Vehicle Allowance means authorization by the District's General Manager for a District vehicle to be taken home by a District employee, subject to I.R.S. regulations.

C. General Guidelines

1. The use of District vehicles shall be limited to official District business and work activities. Vehicles shall be operated in accordance with all safety and legal requirements of the District, County, State, and/or any jurisdiction in which they are operated.
2. Use of District vehicles for personal business is prohibited. However, de minimis use of District vehicles is allowed when it is more practical to drive directly from the job site to a personal destination than to return to the District office/yard to retrieve a privately owned vehicle. De minimis use is defined by the IRS as a short

detour while en route on an infrequent basis. A common example is driving to a nearby location to purchase lunch while working in the field.

3. Responsibility for maintaining District vehicles shall reside under the central direction of the Fleet Maintenance Supervisor.
4. District vehicles shall only be operated by an official or employee of the District and shall only be used to transport individuals and equipment directly related to official District business. Non-District passengers shall only be transported in District vehicles with prior approval by a department head or the General Manager.
5. The use of tobacco products is prohibited in District vehicles. District department heads shall be responsible for implementing this policy and ensure all employees within their department are aware of and comply with this policy. A copy of this policy shall be made available to employees who drive District vehicles.
6. District vehicles and/or equipment shall not be taken outside the District's boundaries without prior approval by a department supervisor.
7. Departments may have more specific operating instructions or guidelines based on the usage of vehicles within each department. Departmental operating instructions or guidelines shall not conflict with this District Policy, and in the event of any conflict, the provisions of this District Policy shall prevail.

D. Driver Responsibility

1. Every driver must comply with all provisions of this policy including obeying traffic laws and the safe operation and proper care of District vehicles while in his/her custody. This includes the use of seatbelts by the driver and all passengers, the possession of a valid California driver's license of the proper class, and delivery of the District vehicle to Fleet Maintenance when preventative maintenance service is due.
2. The driver shall perform the following checklist duties at the beginning of each workday:
    a. Check engine oil,
    b. Check coolant level,
    c. Check brake fluid level and brake operation,
    d. Check running lights and headlights,
    e. Check horn,
    f. Check turn signals,
    g. Check tire condition and pressure,
    h. Check windshield wipers.

    In addition, the exterior and interior of the District vehicle should be checked for damage. Any damage or irregularity should be reported to the employee's supervisor and the Fleet Maintenance Supervisor. If the District vehicle is not in a safe, operable condition, the driver must immediately notify his/her supervisor and the Fleet Maintenance Supervisor.

If the District vehicle malfunctions during a trip, or during operation at any time, the employee's supervisor and Fleet Maintenance should be notified for road service. The driver shall turn in the District vehicle to Fleet Maintenance when notified that preventative maintenance is due.

3. Drivers must notify their supervisors of any change to the status of their driver's licenses before driving any District vehicle for official District business, or any private vehicle for official District business. As used herein, the phrase "change in status" includes but is expressly not limited to suspension or revocation of the employee's driving privileges or any restriction on the employee's driving privileges. An employee who receives a traffic or parking citation while operating a District vehicle for official District business, or while operating a private vehicle on official District business, must report such citation to his/her supervisor by the end of the employee's work shift or upon the employee's actual return to the District, whichever occurs first. A copy of the citation must be submitted to the HR department/supervisor within 24 hours. Payment of any fees, penalties, or fines for such citation is the responsibility of the driver.
4. Employees may be held personally liable when they act outside the course and scope of their assigned duties (including illegal activities), and cause damage to other persons and/or their property while driving a District vehicle. In such a case, the District will determine whether it is appropriate to make a claim against the employee. Persons not pre-authorized for official District business, including family members and non-District employees, shall not ride in or drive District vehicles, or in private vehicles while the employee is performing official District business. The District is not responsible for damage caused by injury caused by, or any injury to an unauthorized person riding in or driving a District vehicle for any reason, or any unauthorized person riding or driving a private vehicle for any reason while the employee is on official District business. Nothing in this paragraph is intended to prevent any District employee from being dropped off or picked up from work by a family member or other non-employee.

E. Employer Pull Notice Program

1. California Vehicle Code (CVC), Section 1808.1, authorizes the District to enroll all District employees in the Employer Pull Notice (EPN) program if an employee's job may include the operation of any District vehicle that requires a valid California driver's license of any Class. A record will be generated and mailed automatically to the District for newly enrolled drivers, and annually or upon action/activity for currently enrolled drivers.
2. Action or activity is defined as any conviction, failure to appear, accident, driver's license suspension or revocation, or any other action taken against the driving privilege or certificate of the employee. Reports include the employee's traffic violation point count, and whether the employee has been convicted of a violation of CVC Section 23152 (misdemeanor drunk driving) or Section 23153 (felony drunk driving). Each employee shall complete and sign a Release of Driver Information form, which shall be kept by the Human Resources Department. The Human

Resources Department is responsible for maintaining current forms and collecting the reports from the DMV.

3. Upon termination of employment, the District shall notify DMV to discontinue the employee's enrollment in the EPN program.

F. Accident Procedures

1. At the site of an accident, the following steps should be taken:
    a. Do not move the vehicle unless the accident is minor and the traffic is heavy, or the vehicle presents a serious hazard to other vehicles, or instructed to do so by law enforcement personnel,
    b. Find out if anyone is injured,
    c. Use any available warning devices,
    d. Call the local law enforcement authority. Contact the District and your supervisor. If an emergency, call 911 and identify yourself as a District employee on official District business,
    e. Obtain and exchange witness information such as name, address, phone number, and insurance District (do not rely on the police report),
    f. Do not discuss the accident with anyone except the investigating police officer, Human Resources, your department head, or supervisor,
    g. Have your vehicle operator's license, vehicle registration card, and insurance information available,
    h. Do not admit responsibility/liability for the accident,
    i. Sign nothing but a police accident report or citation, if necessary,
    j. Take pictures of the accident and all parties involved if possible.
2. After the law enforcement report is complete proceed as follows:
    a. If the District vehicle is operable, drive it directly to the District's maintenance facility for a mechanical safety inspection,
    b. If the District vehicle is inoperable, contact Fleet Maintenance for instructions (during and after work hours emergency telephone numbers are kept in the vehicle glove compartment).
3. A District accident report form is located in the glove compartment of each District vehicle or available from Fleet Maintenance. An accident report form shall be filled out immediately by the vehicle driver or their supervisor if the driver is unable to do so because of injury. The completion of the accident report form is to provide information regarding the other vehicles in the accident, drivers or property involved, witnesses, weather conditions, road conditions, names, phone numbers, addresses, and insurance policy of the other party, and other pertinent information. The accident form shall be given directly to Human Resources immediately.
4. In the event a driver or passenger is injured while driving or riding in a District vehicle on official District business, the injured employee should receive medical treatment. The incident should be immediately reported to the injured party's supervisor. If the injury is serious or life threatening, the injured party should be taken to the nearest hospital by ambulance. If the injury is not serious or life threatening, the injured party should be seen by the District's recognized

occupational medical providers, unless a personal physician has been pre-designated. The injured party's supervisor will complete the On-the-Job Injury form and turn it in to Human Resources for processing.

5. In the event of an accident, covered employees subject to DOT policies and procedures shall be required to take a drug and alcohol test if the employee receives a citation for a traffic violation arising from the accident or if the accident involves the loss of life. Drug and alcohol testing procedures can be found in the DOT Drug and Alcohol policy. Both covered and non-covered employees are also subject to all drug and alcohol testing as detailed in MSWD's Drug and Alcohol Policy, including post-accident testing, as appropriate.

Citations – A copy of the citation and/or a report of an accident must be submitted to the HR department/supervisor within 24 hours unless doing so is impossible or impracticable. Failure to comply with this requirement will subject the employee to discipline.

G. Refueling and Washing
    1. District vehicles should be refueled at District owned fueling stations. All District vehicle and equipment fuel tanks shall be full at the end of each workday. When traveling in a District vehicle outside the District's boundaries and refueling is required, use personal funds and request reimbursement.
    2. District vehicles shall be washed at the District Corporation Yard. The interior of all District vehicles shall be kept clean and free of trash and debris.
H. GPS Tracking Policy
    1. Purpose – This policy governs Mission Spring Water District's (District) use of Global Positioning System (GPS) tracking devices installed in vehicles/equipment (vehicles) owned, leased or rented by the District that are used by its employees while performing District business. District vehicles shall be operated in compliance with all applicable Federal, state, and local laws and ordinances.

       The purpose of the policy is to ensure the safe operation of District vehicles, including ensuring that the District is aware of operators' locations, particularly those working alone or in remote areas, and ensuring that operators comply with all vehicle codes and rules regarding operation. The policy will also allow the District to track the location of its property, better respond to claims involving District vehicles, improve customer service, maintain accurate time records, and reduce insurance costs. This policy is not intended to be punitive or used solely to monitor individual employees, although unsafe and unauthorized vehicle usage may lead to disciplinary action.
    2. Vehicle Monitoring – GPS devices transmit data to the District via the Verizon Connect system and send information back to a fleet management system via cellular 3G, 4G, LTE, CDMA or satellite networks. Verizon Connect can also send push notifications, including but not limited to, alerts of excessive speed or locations outside service or work area, to District staff. The Verizon Connect system will also include fleet maintenance software to notify District staff when vehicle diagnostic trouble codes are triggered and to guide operators through

vehicle inspection reports, including providing operators the ability to add/attach notes and photographs.

Vehicle information such as location, speed, and route tracking will be collected 24 hours a day. Other information related to vehicle maintenance will also be collected and stored in the electronic tracking system. The data collected through Verizon Connect will be stored in the Verizon cloud. District staff can access the data by logging into its Verizon Connect Portal. Access to the data maintained on Verizon Connect --- other than location --- will be limited to authorized personnel, subject to the District's discretion. The District reserves the right to make the location of District vehicles known to all District employees for the purpose of being able to expeditiously respond to emergencies by immediately locating the whereabouts of its vehicles and their proximity to District assets located throughout the District's territory. Employees are advised that other employees may also be able to see the location of District vehicles if they are logged into the Geoviewer app.

The District will actively review and/or monitor the GPS data depending on the circumstances, including, but not limited to post-accident analysis, complaint research, stolen vehicle recovery, productivity/operational evaluation to dispatch/reroute equipment, or to respond to emergency situations. The data may be used in conjunction with other District software.

District has the right to monitor employee locations via the GPS tracking device as long as the employee is operating a District vehicle, and employees should have no expectation of privacy with respect to the use of District vehicles. Employees are not to use District vehicles for personal business.

3. Employee Responsibilities – The presence of the GPS device does not relieve the employees of their responsibility to inspect their assigned vehicles as required or to immediately report to their supervisors any damage or other issues with the vehicles, including with the GPS device. It is the employees' responsibility to operate any District vehicle assigned to them in a safe manner, compliant with all Federal and state driving regulations.
4. Device Tampering – Any tampering or attempts to remove or disable the GPS tracking device is prohibited and constitutes grounds for immediate discipline, up to and including termination.
5. Disclosure of Records – The Public Records Act may require that the District disclose specified public records. In response to a request for disclosure, it may be necessary to examine GPS records to determine whether they are public records that are subject to disclosure. The District may also be required to produce information obtained from the GPS system pursuant to court order, subpoena or statute. Therefore, employees are reminded that they should not have any

expectation of privacy with respect to the manner and method with which they operate a District vehicle or the location of the vehicle.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022)

Chapter 3.04 – HOURS OF WORK, HOLIDAYS, AND LEAVE

Section 3.04.010 - Hours of Work, Overtime, Compensatory Time, and Standby Time (Rule 22)

A. Work Week – A regular schedule of forty (40) hours in a seven (7) day period, based on the employee's regular 9/80 or other established work week, the scheduling of which may vary from time to time based on the workforce needs of the District as determined by the General Manager; but no modification of the work schedule may impose additional financial burden on the District. A 9/80 workweek is when an employee works eight 9-hour days and one 8-hour day in a two-week period with one day off every other week that corresponds with the 8-hour day. The General Manager or his designee shall assign each employee of the District a regular work week. Each workweek begins on a Friday mid-shift with 4 hours and ends on a Friday mid-shift with 4 hours worked.

B. Work Schedules – Every employee shall have an approved work schedule, which is established by Human Resources and approved by the Appointing Authority. Management reserves the right to set schedules to accomplish the work tasks of the District. No alternative work schedule shall be proposed or approved which imposes an additional financial burden on the District for overtime or otherwise.
   1. Commute time during regularly scheduled workdays will not be compensated.

C. Pay Periods – All employees shall be paid every two (2) weeks. A pay period is fourteen (14) consecutive days. Week 1 starts on a Friday mid-shift with 4 hours and shall end on a Friday mid-shift with 4 hours worked in Week 2. This provides for 40 hours within each workweek. For example, an employee who is regularly scheduled to work Monday through Thursday from 7:30 a.m. to 5:30 p.m. and alternating Fridays from 8:00 a.m. to 5:00 p.m. with a one (1) hour meal period, this employee's workweek begins at 12:00 p.m. on Friday and ends two (2) weeks later on a Friday at 11:59 a.m. In this example, the employee works nine (9) hour workdays Monday through Thursday, and eight (8) hour workday on alternating Fridays (beginning of the pay period), and has alternating Fridays off. Step increases or promotions shall be effective at the beginning of the pay period in which they fall.

D. Overtime
   1. Overtime Definition and Rates of Pay – All nonexempt employees will receive overtime pay in accordance with applicable law for all hours worked over their regularly scheduled hours pursuant to the 9/80 workweek adopted by the District, i.e., all hours over forty (40) hours per week.

Overtime will be computed on actual minutes worked, adjusted to the nearest 15-minute increment.

Those hours that are actually worked, approved scheduled vacations days, optional holidays, and District holidays are counted to determine an employee's overtime pay. An “approved scheduled” vacation day or optional holiday is a day that has been scheduled and approved two weeks in advance. Certain types of pay are excluded from the calculation of employees’ regular rates of pay for purposes of determining the number of overtime compensation due because they are payments made for periods when no work is performed. Those types of pay include: vacation (where less than two-week notice was given), sick, reporting time, jury duty, pay for bereavement leave, and/or discretionary bonuses.

There may be exceptions to the above overtime computations for nonexempt employees who are subject to an Alternative Workweek Schedule.

2. Makeup Time – Nonexempt employees may make up work time that is or would be lost as a result of personal obligations if the time is made up during the same workweek in which the work time is lost. A nonexempt employee will be permitted to make up work time only if the employee submits a signed written request to make up the lost time and the employee's direct supervisor approves the request in advance. Nonexempt employees will not be paid overtime for performing makeup work unless they work more than 11 hours in a workday or more than 40 hours in the workweek.
3. Prior Authorization Required
    a. Prior authorization for overtime is required. Employees may not work outside of scheduled working hours or during unpaid meal periods, without the prior written authorization of a supervisor.
    b. In certain limited situations, overtime may be authorized retroactively. Overtime may be authorized under the following circumstances:
        i. In emergency situations (generally caused by inclement weather or disaster).
        ii. To complete projects which are begun one day and would be difficult, awkward or impossible to complete during regular working hours the next day.
        iii. In situations where a job completion is deemed essential by the Department Head or General Manager.
4. Overtime Pay for Call Back or Requirement to Work on Regularly Scheduled Vacation Days or District Holidays – Non-exempt employees called from home to perform overtime work or required to work on a regular District holiday or on a scheduled vacation day, shall be entitled to overtime compensation at the rate of 1.5 times the employees’ regular rates of pay for all overtime hours worked on call back and for all hours worked on a regular District holiday or a scheduled vacation day. For purposes of this paragraph, “regular District holiday” shall mean either a

regularly scheduled District holiday or the day on which the employee is authorized to observe the regularly scheduled District holiday. For example, if the District authorizes an employee to observe Christmas Day on December 24th, the employee will be compensated at 1.5 times the employee's regular rate if the employee is required to work on December 24th.

5. Compensatory Time – Nonexempt employees may elect to accumulate compensatory time in lieu of overtime pay. Compensatory time will be calculated at the rate of one and one-half (1.5) hours for every hour of overtime worked. Once compensatory time has been converted from overtime at one and one-half (1.5) hours, it will be treated as regular pay when used and will be paid out at the employee's regular rate of pay. Employees may accrue up to a maximum of 40 comp time hours. Any time accrued over 40 hours will be paid during the next available pay period with no more additional comp time permitted until the accrued time is used. Employees may request a pay out of accrued but unused compensatory time at any time during the year. Additionally, unused compensatory time will be paid out upon termination pursuant to the FLSA. Compensatory time may be used with prior approval from the employee's supervisor. Request for use of compensatory time will be permitted as long as it does not unduly disrupt the district's operations.

E. Standby Time – Standby means a period of time outside an employee's regularly scheduled work hours during which the employee is required to remain available (on-call) for emergencies, after-hour customer calls, monitoring of the SCADA system via computer and responding to alarm calls. The on-call period is to be determined by the employee's direct supervisor. The supervisor shall be responsible for preparing an on-call schedule. To the extent feasible, given the work force available, exempt employees shall not be placed on the on-call roster. In the event that an employee does not wish to serve standby time, with the supervisor's consent, the employee may be excused if another worker volunteers to serve in the employee's place. This rule does not apply if the employee seeking to be excused is on sick leave.

   Other than the response time described below, the standby employee is free to use the off-duty time without restriction. The employee shall carry a District issued mobile phone, as determined by the District, while on standby. The employee is expected to respond to a call for service between 30 to 45 minutes from receipt of the call; however, such time may be extended upon mutual consent of the employee and Supervisor.

   All time spent on call-backs during a standby period is compensable. Time worked includes a reasonable time for travel both to and from the worksite. If while on standby, the employee engages in work (i.e., responds to a call), all time spent by the employee performing his or her job duties or otherwise responding is compensable time and must be paid. Employees must keep accurate records of time worked while on call and report

such time to the District. The reporting obligation includes the amount of time it took the employee to respond to the call even if it is determined that no service is required.

When on standby, the employee is entitled to receive the minimum standby pay in addition to overtime pay. The minimum standby compensation is 1.5 hours overtime calculated based on the employee's regular rate for each day of standby duty served Monday through Friday, 3.0 hours calculated based on the employee's regular rate for each day standby duty is served on Saturday, Sunday, District holidays and on the employee's schedule day off under the 9/80 schedule, and 6.0 hours will be calculated based on the employee's regular rate of pay for Thanksgiving Day and Christmas Day only. In addition to the minimum compensation set forth above, each employee on standby is entitled to overtime pay at the applicable rate for time worked.

The following two groups of employees at the District are requested to perform standby duties:

1. Group 1 employees, consisting of construction/maintenance, wastewater and service employees, receive calls via a District issued mobile phone. Group 1 employees use a District vehicle to travel to the worksite, analyze the issue(s) and make the necessary repairs. Group 1 employees receive overtime pay at the applicable rate for the hours worked, including travel time and responding by telephone, in addition to the standby minimum pay. Group 1 employees serve on standby for a 7-day period.
2. Group 2 employees, consisting of production employees, or other employees designated by the General Manager, receive calls for service via a District cell phone. When an alarm sounds, the Group 2 employee logs into the District issued laptop computer or tablet, with mobile internet access, resets the alarm and/or makes another type of adjustment. In addition to the minimum standby pay, for each call that requires a Group 2 employee to log into the computer, the Group 2 employee is compensated a minimum of fifteen (15) minutes of overtime pay. The employee shall report to the District the number of calls to which he/she responded during the standby shift, in addition to the time worked on each call by the employee. In addition to the minimum standby pay, the employee shall be compensated a minimum of fifteen (15) minutes for each call, and all time in excess of 15 minutes per call, at the applicable overtime rate.

F. Employees on Modified Duty – Employees on modified duty/restricted duty cannot pull overtime, stand-by or call-back duty until the modified duty/restricted duty has been removed and/or lifted by the treating physician. The treating physician must forward a letter to Human Resources or to the employee's supervisor that the employee's condition is resolved and that he or she is permanent and stationary and can perform all the functions of his or her job.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-17, 07-20-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2021-18, 12-20-2021; Res. No. 2022-17, 07-18-2022; Res. No. 2022-32, 12-19-2022; Res. No. 2023-05, 03-20-2023; Res. No. 2024-18, 06-17-2024)

Section 3.04.020 – District Paid Holidays (Rule 23)

A. Observed Holidays – With the exceptions provided herein, holidays for employees covered under these Rules shall be as follows:
    1. January 1 (New Year's Day)
    2. Third Monday in January (Martin Luther King, Jr. Day)
    3. Third Monday in February (Presidents' Day)
    4. Last Monday in May (Memorial Day)
    5. July 4 (Independence Day)
    6. First Monday in September (Labor Day)
    7. November 11 (Veterans' Day)
    8. Fourth Thursday in November (Thanksgiving Day)
    9. Fourth Friday in November (The Friday following Thanksgiving Day)
    10. December 25 (Christmas Day)

    In addition, the District recognizes that employees celebrate many holidays that are not recognized by the District. Therefore, after six (6) full months of service in the initial calendar year of employment for new employees, and at the beginning of each calendar year for regular employees, a credit of twenty-seven (27) hours of Optional Holiday benefits are given. These hours can be used at the employee's option with prior approval of the employee's supervisor. Employees may only have a maximum of 27 hours of Optional Holiday benefits. At the beginning of each calendar year, employees who have less than 27 hours of Optional Holiday benefits will be provided with additional benefits to bring their benefits back up to the maximum of 27 total hours for the year. No employee may have more than 27 hours of Optional Holiday benefits each calendar year.
B. Holidays on Weekend Days – Holidays falling on Sunday will be observed on the following Monday. Holidays falling on Saturday will be observed on the preceding Friday.
C. Part-Time Employees – Temporary part-time employees regularly assigned to work twenty-seven (27) hours or less are not entitled to holiday pay.
D. Religious Observances – Any employee may attend religious observances with prior approval from his/her supervisor. Such time will be charged against accrued vacation or other accrued leave, as available.
E. Probationary Employees – Probationary employees shall be granted holidays as they fall within the probationary period.
F. Seasonal and Emergency Employees – Seasonal and emergency employees shall not receive holiday pay.
G. Temporary Full-time Employes – Temporary full-time employees are eligible to receive pay for District closed holidays in Section A above.
H. Leaves of Absence – Employees who are on approved leave of absence when a holiday occurs will not receive pay for that holiday.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2021-18, 12-20-2021; Res. No. 2022-17, 07-18-2022; Res. No. 2023-05, 03-20-2023)

Section 3.04.030 – Attendance, Leaves, Reports, and Records (Rule 24)

A. Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays and leaves. Any unauthorized absence may be cause for disciplinary action, up to and including discharge from employment. An authorized absence is one that has been approved by a Supervisor in writing prior to the absence, unless prior authorization was not possible due to an emergency.

B. All departments shall keep daily attendance records of employees which shall be reported to Human Resources in the form and on the dates he/she shall specify. An employee who is absent from work for a period of four days or more, without authorization, may be subject to discipline, up to and including separation from employment with the District on the basis of job abandonment.

C. Repeated lateness will also subject an employee to discipline, including suspension and possible termination.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.04.040 – Vacation Leave (Rule 25)

A. Vacation Accrual – All regular, full-time employees, including probationary employees, shall accrue vacation days commencing on their first day of employment, according to the following schedule, and with the exceptions noted below.

Years of Service	Vacation Hours
1st through 5th year	96 hours
6th through 10th year	136 hours
11th through 15th year	160 hours
16th year and beyond	184 hours

Vacation leave shall accrue from the employee's date of hire. New, probationary employees may use accrued vacation after six (6) months of continuous employment with the District.

Part-time employees regularly assigned to work more than twenty (20) hours shall receive vacation pro-rated for the time worked as it compares to forty (40) hours. Part- time employees regularly assigned to work twenty (20) hours or less do not receive or accrue vacation leave. Seasonal, temporary and emergency employees do not receive or accrue vacation leave.

B. Vacation Postponement/Accrual – Supervisors should make an effort to ensure employees are taking timely annual vacations. The maximum vacation hours an employee can carry over at the end of the calendar year shall not exceed two (2) times the employee's current annual entitlement (calculated by multiplying the employee's bi-weekly accrual by 52). At the end of the calendar year, all hours over the maximum shall be cashed out. Alternatively, upon written approval by the General Manager, an employee may be allowed to carry over excess vacation hours provided such approval is

obtained from the General Manager prior to the commencement of the succeeding calendar year.

Any full-time regular employee who has been absent from work for at least 30 days will stop accruing vacation leave starting the 31st day of absence.

C. Holidays within Vacation Period – Holidays falling within the vacation period shall not be considered as part of an employee's vacation. Whenever a holiday falls within an employee's vacation period, an extra day may be added to his/her regular vacation period or used at the discretion of the employee with approval of the General Manager. Illness during a vacation period shall not be considered sick leave.
D. Scheduling of Vacation Leave – Each employee is required to take an annual vacation of seven consecutive days per calendar year. This requirement is effective beginning the first of January after the date of hire. This 7-day period can include weekends, holidays, vacation, optional, or exempt leave. Vacation leave will be taken at the convenience of the District. Employees must obtain prior approval of their vacation leave from their immediate supervisor and/or Department Head before utilizing vacation leave.
E. Personal Time – Personal need for time off from scheduled work shall be considered as vacation leave and will be paid to employee from accrued vacation balance.
F. Vacation Cash Out Procedure – Per calendar year, an employee may request any amount of vacation accrual they have on the books (to be paid at their current rate of pay), providing the employee has taken vacation according to Scheduling of Vacation Leave above.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022; Res. No. 2023-16, 07-17-2023)

Section 3.04.050 – Sick Leave (Rule 26)

In order to help prevent loss of earnings that may be caused by accident or illness, the District has established paid sick leave.

A. Eligibility – An employee qualifies to accrue paid sick leave under this policy upon the start of the employee's employment. In addition, employees may take paid sick leave accrued under this policy if they have worked for the District as a regular employee for at least 90 calendar days.
B. Leave Usage – Paid sick leave may be used for the diagnosis, care (including preventive care), or treatment of an existing health condition of an employee and certain family members of the employee.

A family member includes a child, parent, spouse, domestic partner, grandparent, grandchild, or sibling. For purposes of this policy, a "child" means a biological or adopted child, a foster child, a stepchild, a legal ward, or a child to whom the employee stands in loco parentis. Similarly, a "parent" under this policy means a biological or adoptive parent, a foster parent, a stepparent, an employee's legal guardian, a legal guardian of an

employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child.

Additionally, employees may use sick days available to them each year to care for a "designated person" so long as the employee identifies that person at the time of requesting sick leave. The "designated person" does not have to be related to the employee by blood or have an association with the employee that is the equivalent of a family relationship. Employees may only care for a "designated person" once per 12-month period.

Employees who are victims of domestic violence, sexual assault, or stalking also may use paid sick leave for treatment, assistance, and other purposes authorized by law.

Employees using paid sick leave must do so in minimum increments of 15 minutes, rounded to the nearest 15 minute. Employees will be paid for sick leave not later than the payday for the next regular payroll period after the sick leave was taken. Finally, an employee will not be required to search for or find a replacement if the employee is taking paid sick leave under this policy.

C. Compensation for Sick Leave – Paid sick days ordinarily are paid at the employee's normal rate of pay earned during regular work hours. Employees separating from employment who are rehired within one year from the date of separation will have their previously accrued and unused paid sick days reinstated. The employee also will begin accruing paid sick leave upon re-hire (assuming the employee's bank is below the applicable cap). In addition, if the employee is re-hired within one year from the date of separation, any number of days that the employee previously worked for the District will be credited toward the 90 calendar days that an employee must have worked for the District before being eligible to use paid sick leave under this policy.
D. Approval – If the need for paid sick leave is foreseeable (e.g., scheduled routine medical appointments), the employee must provide reasonable advance notice. If the leave is not foreseeable, the employee must provide notice of the leave as soon as practical. When requesting sick leave, employees should not disclose any private medical information or any other confidential personal information.
E. Non-Retaliation or Discrimination – The District strictly prohibits any form of retaliation or discrimination against an employee for attempting to use or using paid sick leave under this policy, and for any other reason prohibited by applicable law. Employees who believe they have been discriminated or retaliated against should report their concerns to Human Resources, supervisors, and/or department heads.
    1. Sick Leave Accrual for Full-Time Regular Employees
        a. All full-time regular employees (including salaried employees) shall accrue paid sick leave at the rate of eight (8) hours per month (ninety-six hours per year), or major fraction thereof. Probationary employees shall accrue sick

leave but may not utilize such leave during the first ninety (90) days of employment.

b. An employee who is exempt from overtime requirements as an administrative, executive, or professional employee under a wage order of the Industrial Welfare Commission is deemed to work 40 hours per workweek, unless the employee's normal workweek is less than 40 hours, in which case the employee shall accrue paid sick days based upon that normal workweek.
c. Unused accumulated sick leave may be carried over into the next calendar year, provided, however, an employee's accumulated sick leave does not exceed six hundred (600) hours.
d. Annual Sell Back. Employees may receive compensation for unused sick leave, per calendar year as follows:
    i. If an employee has over one hundred forty-four (144) hours but less than six hundred (600) hours of accrued sick leave at the end of a calendar year, they may sell back up to 50% of the sick leave accrued that year minus the number of sick leave hours used that year. The employee may not sell back sick leave that would result in the employee having less than one hundred forty-four (144) hours of accrued sick leave.
    ii. An employee may choose, instead, to accumulate up to six hundred ninety-six (696) hours with the understanding that all hours earned over six hundred (600) by the end of the calendar year must be sold by the employee to the District.
    iii. Compensation for unused accumulated sick leave will be made the second pay period in January of each year at the employee's current rate of pay. Sick leave for which the employee receives compensation will be deducted from the employee's accumulated total. If desired and eligible, in lieu of cash payment, the accumulated time may be added to the employee's vacation time at the discretion of the immediate supervisor and subject to approval by the General Manager.
e. At termination or retirement (per Minute Motion 2003-37). Employees hired prior to July 1, 2020, shall be compensated for fifty percent (50%) of unused sick leave at his/her termination in good standing or retirement, provided he/she has been employed by the District for at least ten (10) consecutive years; sixty percent (60%) after eleven (11) consecutive years of employment; seventy percent (70%) after twelve (12) consecutive years of employment; eighty percent (80%) after thirteen consecutive years of employment; ninety percent (90%) after fourteen consecutive years of employment; and one hundred percent (100%) after fifteen (15) consecutive years of service. Upon being compensated for accrued sick leave at time of termination or retirement, the employee shall be deemed

to have no remaining accrued sick leave. Therefore, should employee be rehired within a year, there shall be no reinstatement of accrued sick leave.

f. At termination or retirement, employees hired on or after July 1, 2020 shall be compensated for ten percent (10%) of unused sick leave at his/her termination in good standing or retirement, provided he/she has been employed by the District for at least eleven (11) consecutive years; twenty percent (20%) after twelve (12)consecutive years of employment; thirty percent (30%) after thirteen (13) consecutive years of employment; forty percent (40%) after fourteen (14) consecutive years of employment; and fifty percent (50%) after fifteen (15) consecutive years of employment. Upon being compensated for accrued sick leave at time of termination or retirement, the employee shall be deemed to have no remaining accrued sick leave. Therefore, should employee be rehired, there shall be no reinstatement of accrued sick leave.

2. Sick Leave Bank for All Other Employees, Including Temporary, Extra Help, Part-Time, and Seasonal Employees, Who Work 30 or More Days within a Year
    a. Temporary, extra help, part-time, and seasonal employees who worked 30 or more days in California within a year from when employment commences, shall be entitled to sick leave.
    b. Employees who qualify for sick leave under this section are entitled to use accrued sick days beginning on the 90th day of employment. Temporary, extra help, part-time, and seasonal employees shall receive 40 hours of sick leave in their sick leave bank immediately upon commencement of employment. Unused sick leave at the end of the calendar year may not be carried forward and sick leave may not be cashed out. Thereafter, at the beginning of each subsequent calendar year, the employee shall begin the year with 40 hours in their sick leave bank. In the event a temporary employee becomes a full-time regular employee, they will begin to accrue sick leave at the same rate as all other full-time regular employees without loss to their accrual bank.
3. Use of Sick Leave
    a. Observed holidays occurring during sick leave shall not be charged against an employee's accrued sick leave.
    b. If the District does not receive sufficient information from an employee regarding the reason for an unexpected and unscheduled absence, the unexpected and unscheduled absence will be deducted from the employee's accrued vacation unless the District and the employee agree otherwise. For purposes of this Section, "sufficient information" shall mean to provide the general nature of the request (e.g., doctor's appointment, treatment, care of a covered family member or "designated person," etc.). When requesting sick leave, employees should not disclose any private medical information or any other confidential personal information.

4. Supervisory Discretion to Relieve Employees from Duty – Supervisors shall have the discretion, with concurrence of the General Manager, to place employees on sick leave when, in the reasonable judgment of the supervisor, the presence of the employee at work would endanger the health and welfare of other employees or where the illness or injury of the employee interferes with the performance of such employee's essential duties. Unless the law provides otherwise, leave under these circumstances will be unpaid unless the employee elects to use available sick time.
    a. Unless it is determined that an employee was absent for a qualifying condition under controlling law (e.g., the HWHFA, FMLA, CFRA, etc.) the following shall apply:
        i. An employee taking three or more unauthorized sick leave days in one quarter will be subject to discipline at the discretion of the General Manager or his/her designee. ("Unauthorized" means leave that has not been previously approved by a supervisor or which does not constitute an appropriate use of sick leave in the discretion of management.) After employees have exhausted their allotment of sick days under the Healthy Workplace Healthy Family Act (HWHFA), any additional unauthorized absences may be subject to discipline on a case-by-case basis.
5. Effect of Absence on Vacation Leave – Sick leave shall not be granted to allow any employee to permit the extension of the employee's vacation. Any full-time regular employee who has been absent from work for at least 30 days will stop accruing sick leave starting the 31st day of the absence.
6. Sick Leave Use – General Rules and Procedure – When an employee is incapacitated from the performance of his/her duties for reasons that entitle him/her to the use of sick leave not otherwise governed or restricted by the federal Family Medical Leave Act ("FMLA"), the Healthy Workplaces, Healthy Families Act of 2014 (HWHFA), or the California Moore-Roberti Family Rights Act ("CFRA"), or other applicable provisions of State or Federal law, the following rules shall apply:
    a. The employee shall make an effort to notify his/her supervisor within thirty (30) minutes of the beginning of the workday that the employee is absent, if possible. If not possible, the employee shall provide notice as soon as possible. If the employee is unable to contact his/her supervisor, he/she shall make an effort to notify Human Resources of the absence.
    b. An employee shall be responsible for informing his/her supervisor of his/her health status until he/she returns to work.
    c. Sick leave benefits may be taken in 15-minute increments.

d. An employee who is absent on sick leave for more than one (1) day shall keep his/her immediate supervisor informed as to the date the employee expects to return to work.
e. When approved in advance, paid sick leave may be used to attend medical, dental, or optical examinations or treatments to the extent such appointments cannot be scheduled outside the workday.
f. An employee on a leave of absence due to illness or injury must exhaust all other paid leave, including, but not limited to, vacation leave and administrative leave, before the leave may be taken without pay. This provision shall not apply to accrued compensatory time off.
g. Sick leave shall run concurrently with all other health-related but non-sick leave benefits, including, but not limited to, leave for work related injuries.
h. Sick leave shall be limited to one (1) of the following:
    i. Sick leave which does not qualify for benefits under the FMLA or CFRA, or other State or Federal law, shall be limited to the paid time accrued or authorized to be used pursuant to these Rules; or,
    ii. Sick leave which qualifies for benefits under the FMLA, CFRA, or other State or Federal law, shall be limited to a period of twelve (12) weeks during the twelve (12) month period starting from the date the employee's qualifying leave began, except that a longer period may be authorized for employees who establish a medical disability related to pregnancy, as provided in these Rules. The "date qualifying leave began" shall mean the date notice is given by the District that the leave is qualifying, or may be made retroactive to the date of the onset of the qualifying condition if the qualifying leave is later confirmed within fifteen (15) days after a request is made by the District that certification of qualifying leave be provided by a health care provider.
i. Leave qualifying under the FMLA, CFRA or other State or Federal law for the employee's own serious health condition shall be exhausted concurrently with accrued paid sick leave or other sick leave qualifying under this sick leave policy. Such leave shall be confirmed by the employee in advance, where possible, or within fifteen (15) days after a request is made by the District that certification of qualifying leave be provided by a health care provider, on a form provided by the District.
j. The District coordinates benefits with State Disability, therefore an employee utilizing State Disability to supplement their income while away from work can never earn more, or not exceed the amount they would have regularly been paid by the District. If this occurs, the employee must reimburse the District all monies in excess of their regular pay from the first paycheck they receive from the District upon their return to work.

k. Any employee who is receiving Paid Family Leave benefits during a sick leave must exhaust up to 2 weeks of his/her accrued vacation benefits. Employees, at their discretion, may use any accrued but unused sick time.
l. Sick leave shall run concurrently with all other health-related but non-sick leave benefits, including, but not limited to, leave for work related injuries.
m. The District reserves the right to request fitness for duty certification if employee has been out on sick leave. Failure to provide such certification in response to the District's reasonable request may result in denial of reinstatement.
n. If an employee calls the District to report his/her absence for that same day due to a reason that qualifies for sick leave under this policy, the District will designate the absence as a sick day. If the reason for the absence does not qualify as a sick leave reason, the employee's supervisor will determine the appropriate designation for the absence.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2021-18, 12-20-2021; Res. No. 2022-17, 07-18-2022; Res. No. 2022-32, 12-19-2022; Res. No. 2023-16, 07-17-2023; Res. No. 2024-02, 01-16-2024)

Section 3.04.060 – Family Care Leave and Other Types of Leaves (Rule 27)

A. Introduction – The District provides:
   1. Family care, medical, and military family leave for up to 12 or 26 weeks per year, depending on the reason, in accordance with the California Family Rights Act ("CFRA") and the federal Family and Medical Leave Act of 1993, as amended ("FMLA").
   2. Pregnancy leave for up to four months in accordance with the California Fair Employment and Housing Act ("FEHA").
   3. Disability leave as required to reasonably accommodate employees with a workplace injury or a qualified disability under the Americans with Disabilities Act ("ADA") or the FEHA; and
   4. Leave for other legally required absences as set forth below. Employees having any questions regarding this policy should contact Human Resources.

B. Family Care, Medical, and Military Family Leave
   1. Eligibility – To be eligible for family care, medical, and military family leave, an employee must (1) have worked for the District for at least twelve months prior to the date on which the leave is to commence; (2) have worked at least 1,250 hours in the twelve (12) months preceding the leave; and (3) work at location with 50 employees or more within a 75-mile radius of the District's next closest facility.

      An employee returning from fulfilling his or her National Guard or Reserve military obligation will be credited with the hours of service that would have been performed but for the period of military service in determining the 1,250 hours of service.

In the case of a pregnancy-related disability or other legally protected disability or medical condition or work-related injury, an employee may not need to satisfy all of the above requirements. In such circumstances, the employee should contact Human Resources for clarification about his or her rights for other types of leave.

2. Permissible Uses
    a. Family care and medical leave may be requested for (1) the birth or adoption of an employee's child; (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child of any age, spouse, domestic partner, parent, grandparent, grandchild, or sibling, or (4) an employee's own serious health condition. Pursuant to California Government Code section 12945.2, "child" includes biological, adopted, or foster child, a stepchild, a legal ward, or a child of an employee or the employee's domestic partner, or a person to whom the employee stands in loco parentis; and "parent" includes a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. Additionally, employees may take leave under the CFRA to care for a "designated person" who is an individual related to the employee by blood or whose association with the employee is equivalent to a family relationship. Employees taking leave under the CFRA to care for a "designated person" must identify the "designated person" at the time of requesting the leave. Employees are limited to take leave to care for one "designated person" per 12-month period.
        i. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either (1) the individual being admitted to a medical care facility with the expectation that the or she will remain at least overnight, or (2) continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.
        ii. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.
    b. "Military exigency leave" may be requested when there is a qualifying military exigency arising out of the fact that an employee's spouse, child, or parent is on covered active duty (or has been notified of an impending

call or order to covered active duty) in the Armed Forces outside of the United States. Qualifying military exigencies include the following:

i. *Short-notice deployment* where the employee may take leave to attend any issue that arises from the fact that a military member (whether in the Regular Armed Forces, National Guard, or Reserves) is notified of an impending call or order to active duty seven or less calendar days prior to the date of deployment. Leave taken for this purpose can be used for a period of seven calendar days beginning on the date the covered service member receives the notification.

ii. *Military events and related activities* where the employee may take leave to attend to any official ceremonies, programs or events related to the call to active duty and to attend to family support, assistance programs, or informational briefings related to the call to active duty.

iii. *Childcare and school activities* where the employee may take leave to arrange for alternative childcare or to provide childcare on an urgent, immediate need basis when the need arises from the call to active duty, to enroll or transfer a child to a new school, to attend meetings with school or daycare facility staff regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors.

iv. *Financial and legal arrangements* where the employee may take leave to make or update financial or legal arrangements related to the covered service member's absence, such as preparing powers of attorney, wills, transferring bank accounts, and the like, or appearing or acting on behalf of the absent service member in matters related to military benefits.

v. *Counseling* where the employee may take leave to attend counseling, the need for which arises from the call to active duty of the covered service member.

vi. *Rest and recuperation* where the employee may take up to fifteen days of leave to spend time with a covered service member each time the service member is on short-term rest and recuperation leave during the period of deployment.

vii. *Post-deployment activities* where the employee may take leave for a period of up to 90 days following the termination of the deployment to attend arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs provided by the military, or to address issues that arise out of the death of a covered service member.

viii. *Parental leave* where the employee may take qualifying leave to care for the parent of a military member, or someone who stood in loco parentis to that military member, when the parent is incapable of self-care. To qualify as parental leave, the need for the leave must arise out of the military member's call to active duty. Further, the leave must be for one of the following purposes: (1) to arrange for alternative care for the parent; (2) to provide care for the parent on an urgent, immediate need basis; (3) to admit or transfer the parent of the military member to a care facility; or (4) to attend a meeting with staff at a care facility for the parent.

ix. *Additional activities* where the employee may take leave to address other events that arise out of the call to active duty as the District and the employee may agree as to both timing and duration.

c. "Military caregiver leave" may be requested to care for a covered service member if the employee is the covered service member's spouse, child, parent, or next of kin. For purposes of this leave, a covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or (2) a covered veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness.

3. Substitution of Paid Leave – Employees are required to substitute accrued vacation time and other paid personal leave (except sick leave) for all family care, medical leaves, and military leave. Employees on leave for occupational injuries may elect to substitute paid leave for any portion of unpaid leave. Employees may elect to substitute sick leave to attend to an illness of a child, parent, spouse or domestic partner of the employee or for other types of family care leave. Employees are required to substitute sick leave only for the employee's own medical leaves. During the time an employee is receiving Paid Family Leave benefits, he/she will be required to exhaust up to 2 weeks of accrued and unused vacation benefits, and employees, at their discretion, may use any accrued and unused sick leave.
4. Amount of Leave
   d. Family Care, Medical, and Military Caregiver Leave – Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of family care, medical, and military exigency leave in a rolling 12-month period measured backwards from the date the employee's leave commences.

      Employees who are unable to work due to pregnancy disability will be granted the greater of 12 weeks leave or the amount of leave to which the

employee may be entitled under California state law for a pregnancy-related disability or in connection with childbirth. (See below). Family care leaves for the birth, adoption, or foster care placement of a child must be concluded within one year of the birth, adoption, or placement.

e. Military Caregiver Leave – Provided all the conditions of this policy are met, an employee may take a maximum of 26 weeks of military caregiver leave in a single 12-month period, inclusive of the time the employee takes for a family care, medical, or military exigency leave during that period. This 12-month period will be measured forward from the first day leave is taken.

   Spouses who are both employed by the District may take a maximum combined total of 26 weeks in the 12-month period for the care of the service-member and the birth, adoption, or foster care of their child or to care for an ill parent, provided that no more than 12 weeks of this combined 26-week period may be taken for reasons other than to care for the service-member.

c. Intermittent Leave – Medical leave for the employee's own serious health condition, family care leave for the serious health condition of the employee's spouse, parent, or child, and military caregiver leave may be taken intermittently or on a reduced schedule when medically necessary. Where the intermittent or reduced schedule leave is for planned medical treatment, the employee must make an attempt to schedule the treatment so as not to disrupt unduly the District's operations. Where the family care leave is to be taken in connection with the birth, adoption, or foster placement of a child, the minimum duration for each period of leave is two weeks, except that the employee may request leave of less than two weeks duration on any two occasions. Exigency leave also may be taken intermittently or on a reduced schedule.

5. Leave's Effect on Pay – Except to the extent that other paid leave is substituted for family care, medical, and military family leave, leave under the FMLA and the CFRA is unpaid. However, employees may be entitled to California State Disability Insurance (SDI) when leave is taken for their own serious health condition.

   Employees also may be entitled to Paid Family Leave (PFL) benefit payments for up to eight (8) weeks in any twelve-month period during leave to care for qualifying family members. PFL provides a partial wage replacement for absences from work to care for a seriously ill or injured family member or for bonding with a minor child within one year of the birth or placement of the child in connection with foster care or adoption. Employee contributions provide funding for this program. PFL is administered like SDI by the California Employment Development Department. To the extent possible, PFL benefits must run concurrently with family care leave and

do not entitle an employee to take any additional time off. In addition, an employee must use up to two weeks of any accrued but unused vacation before the employee will be eligible to receive PFL.

6. Leave's Effect on Benefits – During an employee's family care, medical, and military family leave, the District will continue to pay for the employee's participation in the District's group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

   Thus, the employee must continue to pay his or her share of the health plan premiums during the leave. If paid leave is substituted for unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the District for the payment of such premiums.

   If the employee fails to pay his or her share of the premiums during leave, or if the employee fails to return from the leave at the expiration of 12 weeks (or 26 weeks in the case of a military caregiver leave) for a reason other than the recurrence, continuation, or onset of a serious health condition for which leave under this policy is allowed or other circumstances beyond the employee's control, the District can recover any health plan premiums paid by the District on the employee's behalf during any periods of the leave.

   With regard to other employee benefit plans consisting of disability insurance plans, pension and retirement plans, and supplemental unemployment benefit plans, the District will continue to pay for the employee's participation in such plans to the same extent and under the same conditions as apply to other leaves that are not family care, medical and military family leaves. Specifically with regard to unpaid leaves under this policy: An unpaid leave taken for an employee's own serious health condition will be treated like other unpaid disability leaves; unpaid leaves taken for other qualifying family care or medical purposes will be treated like other unpaid personal leaves offered by the District. Under any circumstances, however, leave taken for family care or medical leave or military family leave will not be treated as a break in service and will not result in the loss of seniority--even if other paid or unpaid leaves count as a break in service or result in a loss of seniority, or for layoffs, recalls, promotions, job assignments, or seniority-related benefits. Nor will the use of family care, medical or military family leave result in the loss of any employment benefit that accrued prior to the start of an employee's leave. Accrual of sick and vacation benefits stop after 30 continuous days of absence and will resume when employee returns to work.

   Employees will be placed on COBRA if employees exhaust their FMLA, CFRA, and PDL leaves and fail to return to work performing the minimum number of hours required to be eligible for health insurance.

7. Procedure for Requesting Family Care, Medical and Military Family Leave

a. Notice Requirements – Employees must notify Human Resources of their request for family care, medical, military exigency, or military caregiver leave as soon as they are aware of the need for such leave. For foreseeable family care, medical, and military caregiver leave, the employee must provide 30 calendar days' advance notice to the District of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify the District as soon as is practicable and generally must comply with the District's normal call-in or notice procedures. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee must make an attempt to schedule such treatment so as to avoid unduly disrupting District operations and may be requested to reschedule the treatment so as to minimize disruption of the District's business.

   If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the District reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for family care or medical leave.

   All requests for family care, medical, military exigency, and military caregiver leave should include enough information to make the District aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the District if the requested leave is for a reason for which FMLA leave was previously taken or certified.

   Any requests for extensions of leave under this policy must be received as soon as is practicable and must include the revised anticipated date(s) and duration of the leave. To the extent permitted by law, the District reserves the right to deny requests for extensions or deny reinstatement to an employee who exceeds the leave amounts provided by this policy or fails to provide requested medical certification. In addition, if an employee has a disability, he or she may be eligible for leave under the Americans with Disabilities Act (ADA) or state law. For more detailed information on extended leave, please contact Human Resources.

   Once the District is aware of the employee's need for leave, it will inform the employee whether he or she is eligible under the FMLA. If the employee is eligible, the notice will specify any additional information required as well as the employees' rights and responsibilities. If the employee is not eligible, the District will provide a reason for the ineligibility.

b. Certification – Any request for medical leave for an employee's own serious health condition, for family care leave to care for a child, spouse, domestic partner or parent with a serious health condition or for a serious injury, or for military caregiver leave must be supported by medical certification from a health care provider. For military caregiver leave, the employee must provide confirmation of a family relationship to the seriously ill or injured service-member. Employees generally must provide the required certification within 15 calendar days after the District's request for certification. For foreseeable leave, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within 15 calendar days after the District's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts.

   The medical certification for a child, spouse, domestic partner or parent with a serious health condition or for the serious injury or illness of a qualifying service member must include (a) the date on which the serious health condition or serious injury or illness commenced; (b) the probable duration of the condition or injury or illness; (c) the health care provider's estimate of the amount of time needed for family care; (d) the health care provider's assurance that the health care condition or injury or illness warrants the participation of the employee to provide family care; and (e) in the case of intermittent or reduced schedule leave where medically necessary, the probable duration of such a schedule.

   The medical certification for leave for the employee's own serious health condition must include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) a statement that, due to the serious health condition, the employee is unable to perform the essential functions of his or her position; and (d) in the case of intermittent leave or reduced schedule leave where medically necessary, the probable duration of such a schedule. In addition, the certification may, at the employee's option, identify the nature of the serious health condition involved.

   Failure to timely provide the required certification may result in the denial of foreseeable leave until such certification is provided. In the case of unforeseeable leaves, failure to timely provide the required certification may result in a denial of the employee's continued leave. Where the employee's need for leave due to the employee's own serious health condition, or the serious health condition of the employee's covered family member, lasts beyond a single leave year, the District may require the employee to provide a new medical certification in each subsequent leave year. Any request for an extension of the leave also must be supported by an updated medical certification.

The District has developed forms for use in obtaining medical certifications that satisfy the requirements of this policy. For military caregiver leave, the District will accept Invitational Travel Orders (ITOs) Invitational Travel Authorizations (ITAs) in lieu of its medical certification form. Where leave is related to a covered veteran's serious injury or illness, the employee may also submit documentation of enrollment in Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

It is the employee's responsibility either to furnish a complete and sufficient certification or to furnish the health care provider providing the certification with any necessary authorization from the employee or the employee's family member in order for the health care provider to release a complete and sufficient certification to the District to support the employee's leave request.

Where permitted by law, if the District has a good-faith, objective reason to doubt the validity of the medical certification provided by the employee, the District may require the employee to obtain a second opinion from a doctor of the District's choosing at the District's expense. If the employee's health care provider providing the original certification and the doctor providing the second opinion do not agree, the District may require a third opinion, also at the District's expense, performed by a mutually agreeable doctor who will make a final determination. It is the employee's responsibility to furnish his or her health care provider with the necessary authorization for the disclosure of medical information to the doctor(s) who will provide the second and third opinions. If the employee fails to provide the necessary authorization, the request for leave may be denied, in accordance with applicable law.

8. Designation of Protected Leave – Once the District has enough information to determine whether the leave is FMLA-qualifying, the District will inform the employee if leave will be designated as FMLA-protected and, if known at that time, the amount of leave that will be counted against the employee's leave entitlement. If the District determines that the leave is not protected, the District will notify the employee.

If an employee on sick leave has been absent from work for four (4) days or more, the District reserves the right to designate the employee’s absence as Family Care Leave.

9. Recertification – The employee taking leave because of his or her own serious medical condition or the serious medical condition of a family member may be required, except in cases of military caregiver leave, to provide the District with recertification at appropriate intervals. For purposes of recertification, the employer may request the same information as allowed by law for the original certification. As part of that request, the District may provide the health care provider with a record of the employee's absence pattern to confirm whether such a pattern is consistent with the need for leave. The employee must provide the requested recertification within 15

calendar days of such a request, unless it is not practicable to do so despite the employee's diligent, good faith efforts.

10. Return to Work Certification – Where the leave is for the employee's own serious health condition, the District requires employees to provide medical certification that he or she is released to return to work and able to do so. The District may delay restoring the employee to employment or terminate the employee without such certificate.
11. Leave's Effect on Reinstatement – Employees timely returning from a leave covered under this policy are entitled to reinstatement to the same or equivalent position consistent with applicable law. The District may deny reinstatement to employees who are among the highest paid ten percent of all employees employed by the District within 75 miles of the employees' worksite and whose reinstatement would cause substantial and grievous economic injury to the District's operations. An employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. The District will comply with all applicable laws pertaining to reinstatement of employees, including, where required, the reasonable accommodation of employees who have been on an approved leave.

    The District complies with applicable family care, medical leave, and military family leave laws. Under the FMLA it is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under the FMLA; or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA. If an employer has done so, an employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights. If you have questions or would like further clarification about your rights under the FMLA or other types of leave, please contact Human Resources. Separately, employees may file complaints of claimed violations of CFRA with the Civil Rights Department (CRD) which is authorized to investigate such complaints. For more information, visit the CRD's website at https://calcivilrights.ca.gov/.

C. Pregnancy-Related Disability Rights

1. Leaves of Absence, Accommodations, and Transfers – Any employee who is disabled by pregnancy, childbirth, or related conditions may take a Pregnancy-Related Disability leave for the period of actual disability of up to four months, in addition to any family care or medical leave to which the employee may be entitled under Section II of this policy (Family Care, Medical and Military Family Leaves). Pregnancy-Related Disability Leaves may be taken intermittently, or on a reduced-hours schedule, as medically necessary.

    Moreover, an employee is entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions if she so requests and provides the District with medical certification from her health care provider. In addition to other forms of

reasonable accommodation, a pregnant employee is entitled to transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties if she so requests, the transfer request is supported by proper medical certification, and the transfer can be reasonably accommodated.

2. Substitution of Paid Leave for Pregnancy-Related Disability Leave – An employee taking Pregnancy-Related Disability Leave must substitute any available sick pay for her leave and may, at her option, substitute any accrued vacation time for her leave. The substitution of paid leave for Pregnancy-Related Disability Leave does not extend the total duration of the leave to which an employee is entitled.
3. Leave's Effect on Benefits – During a Pregnancy-Related Disability Leave, the District will continue to pay for the employee's participation in the District's group health plans, to the same extent and under the same terms and conditions as would apply had the employee continued in employment continuously for the leave period.

   Thus, the employee must continue to pay his or her share of the health plan premiums during the leave. If paid sick leave is substituted for any portion of the leave that is unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the District for the payment of such premiums.

   The District may recover from the employee the premiums that the District paid to maintain coverage for the employee under the group health plan if the employee fails to return from leave after the period of leave has expired and the employee's failure to return is for a reason other than: (i) the employee is taking (i.e., has transitioned over to) leave under the California Family Rights Act, unless the employee chooses not to return after the CFRA leave, in which case the District can recover such premiums; (ii) the continuation, recurrence, or onset of a health condition that entitles the employee to Pregnancy-Related Disability Leave, unless the employee chooses not to return after the Pregnancy-Related Disability Leave, in which case the District can recover such premiums; (iii) non-pregnancy related medical conditions requiring further leave, unless the employee chooses not to return to work following the leave, in which case the District can recover such premiums, or (iv) other circumstances beyond the employee's control.

   It is the District's policy that, similar to other unpaid leaves, during any unpaid portion of a Pregnancy-Disability Leave, employees will accrue employment benefits, such as sick leave, vacation leave, and seniority, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

   Employee benefits may be continued during the unpaid portion of the Pregnancy-Disability Leave according to the provisions of the District's various employee benefit plans.
4. Return to Work Certification – Consistent with the District's practice for other employees returning from a disability leave for reasons other than pregnancy, the District requires that an employee returning from Pregnancy-Related Disability Leave

provide a release to return to work from her healthcare provider stating she is able to resume her original job or duties.

5. Leave's Effect on Reinstatement – Employees returning from Pregnancy-Related Disability Leave generally are entitled to be reinstated in the same position, subject to certain conditions, and consistent with applicable law.
6. Other Terms and Conditions of Leave – The provisions of the District's Family Care, Medical and Military Family Leave policy regarding the leave's effect on pay, notice requirements, medical certification requirements also apply to all Pregnancy-Related Disability Leaves, as well as requests for pregnancy-related reasonable accommodations and transfers. However, for pregnancy-related disabilities, there is no process for obtaining more than one medical opinion. For the purpose of applying those provisions, an employee's pregnancy-related disability is considered to be a serious health condition.

D. Reproductive Loss Leave

1. Eligibility – Employees are eligible for reproductive loss leave if they have worked for the District for at least 30 days prior to the leave's start and suffer a qualifying event.
2. Reproductive Loss Qualifying Events – Employees are entitled to reproductive leave if they suffer a reproductive loss qualifying event, which is the day, or the final day for a multiple day event, of any one of the following:
   a. Failed adoption: The dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party.
   b. Failed surrogacy: The dissolution or breach of a surrogacy agreement or the failed embryo transfer to the surrogate. This event applies to a person who would have been a parent to the child born of the surrogacy.
   c. Miscarriage: Miscarriage by an employee, by the employee's current spouse or domestic partner, or by another individual if the employee would have been a parent as the result of the pregnancy.
   d. Stillbirth: Stillbirth resulting from an employee's pregnancy, the pregnancy of an employee's current spouse or domestic partner, or another individual if the employee would have been a parent as a result of the pregnancy.
   e. Unsuccessful assisted reproduction: An unsuccessful round of intrauterine insemination or of an assisted reproductive procedure (i.e., artificial insemination or an embryo transfer, including gamete and embryo donation). Assisted reproduction does not include reproduction through sexual intercourse. This event applies to an employee, the employee's current spouse or domestic partner, or another individual, if the employee would have been a parent of a child born as a result of the pregnancy.

3. Leave Usage – Employees shall be entitled to take up to 5 unpaid days of reproductive loss leave following a reproductive loss qualifying event (defined above). If an employee experiences more than one reproductive loss qualifying event within a 12-month period, the District shall not be obligated to grant a total amount of reproductive loss leave time in excess of 20 days within a 12-month period.

Reproductive loss leave does not have to be consecutive but, if leave is not taken consecutively, it must be completed within 3 months of the qualifying event.

Employees may elect to substitute any accrued but unused paid vacation, personal leave, or sick leave for unpaid reproductive loss leave.

4. Confidentiality – The District shall maintain the confidentiality of any employee requesting leave under this policy. Any information provided to the District in order to support the need for reproductive loss leave shall be maintained as confidential and shall not be disclosed except to internal personnel or counsel as necessary or as required by law.
5. Coordination with California Family Rights Act - If, prior to or immediately following a reproductive loss qualifying event, an employee is on or chooses to go on leave pursuant to the California Family Rights Act or any other leave entitlement under state of federal law, the employee shall complete their reproductive loss leave within 3 months of the end date of the other leave.
6. Non-Retaliation or Discrimination - The District strictly prohibits any form of retaliation or discrimination against an employee for attempting to use or using reproductive loss leave under this policy, and for any other reason prohibited by applicable law. Employees who believe they have been discriminated or retaliated against should report their concerns to Human Resources.

E. Other Disability Leaves – In addition to medical or pregnancy-related disability leaves described above, employees may take a temporary disability leave of absence if necessary to reasonably accommodate a workplace injury or a disability under the ADA or the FEHA. Any disability leave under this section will run concurrently with any medical leave to which the employee is entitled under of this policy.

Disability leaves under this section will be unpaid.

Employees taking disability leave must comply with the Family Care, Medical and Military Family Leave provisions regarding substitution of paid leaves, notice, and medical certification. For the purpose of applying these provisions, disability leave will be considered to be a medical leave.

If a disability leave under this section extends beyond 12 weeks in a 12-month period, the employee will not be entitled to any continued employer contributions towards any employee benefit plan unless otherwise required by law. An employee, however, may elect to continue participating in such benefit plans, at the employee's own expense, to the extent permitted by such plans.

The duration of a leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of his or her position, with or without reasonable accommodation. For a full explanation of leave duration and reinstatement rights, employees should contact the Human Resources Department.

F. Other Leaves of Absence – The District also grants eligible employees leaves of absence for military leave, jury or witness duty, certain court appearances, appearances at school

or daycare activities, emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel, to vote in a statewide election, for bereavement leave, for leave related to domestic violence, crime victims leave, or leave for the donation of an organ or bone marrow. Unless otherwise required by law, employees will not be paid for such leaves of absence.

Employees wishing to take a leave of absence for one of these reasons should refer to the procedures outlined below or contact.

1. Military Leave of Absence – The District will grant employees a military leave of absence to the extent required by applicable federal and state law. Any public employee who is on temporary military leave of absence for military duty ordered for purposes of active military training, inactive duty training, encampment, naval cruises, special exercises, or like activity…, provided that the ordered duty does not exceed 180 days…is entitled to receive his or her salary or compensation as a public employee for the first 30 calendar days of any such absence. In order to receive pay during the military leave, the employee must have worked for the public agency for a period of at least one year immediately prior to taking the leave.
2. Military Spouse Leave – Qualified California employees will be given up to 10 days leave during that time in which the employee's spouse or domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict. Employees may use accrued vacation time to cover this absence. If the employee has no accrued vacation, the employee must request time off without pay.

   Qualifying employees are employees who work an average of 20 hours per week and have a spouse or domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (2) a member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict.

   Qualifying employees who wish to request this leave must provide the District with a written request for such leave within two business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The employee must also provide written documentation to the District certifying that the military member will be on military leave from deployment.
3. Jury and Witness Duty – The District will provide full-time regular and probationary employees paid time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice. The District will also provide full-time regular and probationary employees with unpaid time off to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or other court order.

   In accordance with California Code of Regulations section 599.672, employees who receive jury or grand jury service pay from the District may not also receive jury service fees from the State. Said Employees shall complete and submit a Government Waiver

Form ("Waiver") to the jury clerk which will stop the jury payment from the State. The employee shall give a copy of the Waiver to the District.

Employees are required to provide reasonable advance notice of the need for jury/witness leave. Employees also are expected to report to work each day or portion of a day they are not performing jury/witness duty.

4. Leave for Educational/Daycare Purposes – Employees will be granted time off without pay for up to 40 hours per calendar year, but no more than eight hours in any calendar month, to:
   a. Participate in the activities of schools or licensed child daycare facilities attended by their children.
   b. Find, enroll, or reenroll their children in a school or with a licensed child care provider, or.
   c. Address a child care provider or school emergency (ie., the school or child care provider requested that the child be picked up, there is a behavioral or discipline problem with the child that needs to be addressed with the school or child care provider, there is a closure or unexpected unavailability of the school or child-care provider, or that there is a natural disaster, such as an earthquake or fire, requiring that the child be kept home or picked up from the school or child care provider). Leave for this purpose will be limited to 8 hours per month.

   Employees eligible for such leave are parents, stepparents, foster parents, grandparents, guardians, or persons who stand in loco parentis (in the place of a parent) to a child.

   Employees must substitute accrued vacation for purposes of a planned absence under this policy.

   Employees wishing to take time off under this Section must provide their supervisors with reasonable notice of the planned absence. If both parents of a child are employed by the District at the same worksite, the request for time off under this Section will be granted to the first parent to provide notice of the need for time off. The request from the second parent will be accommodated if possible.

   The District reserves the right to request that the employee furnish written verification from the school or daycare facility as proof that the employee participated in school or daycare activities on the specific date and at a particular time. Failure to provide written verification is grounds for disciplinary action.

   The District prohibits discrimination against an employee for taking time off under this policy.
5. Volunteer Firefighter, Reserve Peace Officer, and Emergency Rescue Personnel – Employees will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel (which includes an officer, employee, or member of a disaster medical response entity

sponsored or requested by the State). Such employees also are entitled for leave of up to 14 days per calendar year to attend fire, law enforcement, or emergency rescue training. Exempt employees who work any portion of a workweek in which they also perform such emergency duties or training will receive their full salary for that workweek. Otherwise, exempt employees will be granted time off without pay.

Employees may substitute vacation pay for any unpaid portion of leave to perform such emergency duties or training..

The District prohibits discrimination against an employee because he or she takes time off under this policy.

6. Voting Time Off – Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two hours of paid time off will be provided, at the beginning or end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work.
7. Bereavement Leave – Employees who have been employed with the District for at least 30 days and who are compelled to be absent from work because of the death of the employee's parent, including biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child, grandparent, sibling, sister-or brother-in-law, spouse, registered domestic partner, child of any age, including biological, adopted, or foster child or stepchild, a legal ward, or a child of an employee or the employee's registered domestic partner, or a person to whom the employee stands in loco parentis, or grandchild, the employee may take up to five (5) days leave to attend the funeral or memorial services. The five (5) day leave shall be as follows:
    a. Employees are allowed a maximum of three (3) days paid bereavement leave.
    b. If the employee has accrued at least eighteen (18) hours of unused sick leave, the employee may substitute two (2) paid sick leave days for any unpaid portion of bereavement leave, and the two (2) days will be deducted from accrued leave entitlement OR employees may take an additional two (2) unpaid bereavement days if the employee does not have enough accrued sick leave.
    c. Additional time off may be granted by the General Manager.
    d. The five days of bereavement leave do not have to be used continuously. They can be taken intermittently, but the entire leave must be completed within 3 months of the death of the eligible family member.
    e. The District reserves the right to request documentation of the death of the family member, including a death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. If requested, the documentation must be provided within thirty days of the first day of bereavement leave. The District will maintain the confidentiality of any employee who requests bereavement leave under this policy.

f. A leave to attend to the death of an individual not covered under the paid bereavement policy above may be granted as a short unpaid personal leave. Vacation or other accrued leave (except sick leave) may be substituted for the unpaid personal leave.

8. Leave Related to Domestic Violence, Sexual Assault, or Stalking – The District will provide time off to an employee who has been the victim of domestic violence, sexual assault or stalking to seek any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child. This includes time off for court proceedings, services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and participation in safety planning programs. The District requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within 15 days of the absence, provide the District with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victims advocate, or counselor.

   Employees eligible for paid sick leave benefits under California law may take any such available paid time off, consistent with such law, for the purposes set forth in this policy. For more information, please see the "Sick Leave" policy. In the event paid sick leave benefits are not available, employees taking leave under this policy may elect to apply accrued and unused vacation to such time.

   Also, the District will provide a reasonable accommodation for an employee who is a victim of domestic violence, sexual assault, or stalking, and who has disclosed that status to the District, if the employee requests an accommodation for his or her safety while at work. Such accommodations may include a transfer, reassignment, modified schedule, changed work telephone or work station, installed lock, assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, or stalking, or referral to a victim assistance organization. The District will engage, in good faith, in a timely and interactive process with the employee to determine an effective reasonable accommodation, and the District may request that the employee provide (i) a written statement, signed by the employee or someone acting on his or her behalf, certifying that the accommodation is for the purpose stated above, and (ii) a certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking. Every 6 months after the date of the previous certification, the District may request recertification of such status. The District will maintain certifications as confidential if it identifies the employee as a victim of domestic violence, sexual assault, or stalking, and will disclose such

information only as required by law, or as necessary to protect the employee's workplace safety. The District will notify the employee before such disclosure.

The District prohibits discrimination, discharge, or retaliation against an employee for taking time off or requesting an accommodation under this policy, or based on the employee's status as a victim of domestic violence, sexual assault, and/or stalking.

9. Crime Victims' Leave – The District will provide time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. The District requires that, where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide the District with a copy of the notice within a reasonable time.

   No employee who is absent from work pursuant to this provision will be discharged or otherwise discriminated against in compensation or other terms, conditions or privileges of employment, because of such absence. Such leave is unpaid. Employees taking leave under this policy may elect to apply vacation time to such leave.

10. Leave for Organ and Bone Marrow Donation – The District will grant an employee the following leaves of absence for the purpose of organ or bone marrow donation:
    a. A leave of absence of up to five calendar days of paid leave in any one-year period for the purpose of donating the employee's bone marrow to another person.
    b. A leave of absence of up to 30 calendar days of paid leave plus an additional 30 business days of unpaid leave in any one-year period for the purpose of the employee donating his or her organ to another person.

    A leave of absence for the purpose of organ or bone marrow donation will be provided with pay, however, if an employee has earned and unused sick or vacation time available, the employee is required to first use up to five days of paid sick or vacation time for a bone marrow donation and up to two weeks of sick or vacation time for organ donation.

    In order to receive a leave of absence pursuant to this policy, the employee must provide written verification to Human Resources that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

    Any leave taken for the donation of an organ or bone marrow will not constitute a break in service for purposes of the employee's right to salary adjustments, sick leave, vacation, annual leave, or seniority. During any leave taken under this policy, the

District will maintain and pay for coverage under any group health plan, for the full duration of this leave.

Leave provided under this policy may be taken in one or more periods.

Leave taken under this policy will not run concurrently with any leave taken pursuant to the federal Family and Medical Leave Act or the California Family Rights Act.

Upon expiration of a leave of absence authorized by this policy, the District will restore the employee to the position held by the employee when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. The District may decline to restore an employee because of reasons unrelated to the exercise of rights under this policy by the employee.

11. Personal Leave – A personal leave of absence without pay may be granted at the discretion of the District. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks. Any leave taken under this provision that qualifies as leave under the state and/or federal FMLA will be counted as family/medical leave and charged to the employee's entitlement of twelve (12) workweeks of family/medical leave in a twelve (12) month period.
12. Leave of Absence Without Pay – The General Manager, in his/her unrestricted discretion, may grant a regular non-probationary employee leave of absence without pay to tend to his/her private affairs or other matters for a period not to exceed one thousand forty (1,040) hours in duration. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request and must include the termination date of the leave. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration or within a reasonable period after notice to return to duty shall be deemed a discharge, effective the scheduled date of the employee's return. The depositing in the United States mail of a first-class letter, postage paid, addressed to the employee's last known address, shall be reasonable notice.
13. Exempt Leave - Exempt Employees – Exempt employees shall be granted thirty-six (36) hours of leave per fiscal year. Leave may be taken at any time on approval of the employee's supervisor or manager. Employees may not have more than 36 hours of Exempt Leave in any fiscal year. At the beginning of each fiscal year, the District will provide Exempt Leave benefits to employees who have less than 36 hours of Exempt Leave benefits in order to bring their total amount of benefits to 36 hours for the entire fiscal year.
14. Industrial Accident Leave and State Workers' Compensation – The District desires to allow an injured employee to supplement his/her Workers' Compensation Insurance earnings while the employee is unable to work due to an on-the-job injury. Workers'

Compensation Insurance payments are for a maximum of two-thirds (2/3) of the employee's gross salary. The employee may supplement Workers' Compensation Insurance earning with accrued vacation, accrued compensatory time, administrative leave, floating holiday and/or sick leave in an amount not to exceed his/her normal gross salary when combined with any Workers' Compensation Insurance payments for the same period of time.

G. Coordination of Benefits – The District coordinates benefits with the State of California Disability Insurance (SDI) program and Paid Family Leave (PFL) program in order to ensure that employees receive up to 100% of their normal gross weekly wages during periods when they are unable to work due to their own non-work-related illness or injury, pregnancy or childbirth, to care for a seriously ill family member or to bond with a new child. Employees are required to use any accrued paid leave for any portion of unpaid leave during which the employee intends to receive SDI or PFL benefits. The District will pay employees, from their accrual balances, the balance between the amount they would ordinarily earn as regular wages and the SDI or PFL benefits they receive so that employees are made whole while they are unable to work.

   If employees qualify for and receive SDI or PFL benefits from the state, they must provide the District with the Notice of Computation (DE429D) containing the weekly benefit amount and the period covered by each period payment. Once the District receives this information from the employees, the District will make arrangements for the employees to receive wage replacement payments from the District that will supplement the SDI or PFL benefits and result in the employees receiving up to 100% of their normal gross weekly wages. In no event shall employees receive more money from SDI payments and District wage replacement benefits than their regular wages.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2021-18, 12-20-2021; Res. No. 2022-17, 07-18-2022; Res. No. 2022-32, 12-19-2022; Res. No. 2023-16, 07-17-2023; Res. No. 2024-02, 01-16-2024; Res. No. 2024-18, 06-17-2024)

Section 3.04.070 – Resignation and Job Abandonment (Rule 28)

A. Resignation
   1. An employee wishing to leave the competitive service in good standing shall file with the Department Head a written resignation stating the effective date and reason(s) for leaving, at least two (2) weeks prior to leaving the service, unless such time limit is waived by the Department Head with the concurrence of the Appointing Authority. Failure to give notice as required by this Rule shall be cause for denying future employment by the District. A resignation becomes final when accepted by the Appointing Authority. Once a resignation has been accepted by the Appointing Authority, it cannot be withdrawn.
   2. Upon acceptance of the employee's resignation by the Appointing Authority, the Appointing Authority may permit the employee to work through his/her effective resignation date, may place the employee on paid administrative leave until the

effective resignation date, or may separate the employee immediately with payment of compensation calculated through the effective resignation date.

3. Final Paycheck – An employee who voluntarily resigns will receive their final wages at the next scheduled pay date.

B. Job Abandonment – An employee is deemed to have resigned if the employee is absent for four (4) consecutive workdays without prior authorization and without notification during the period of absence.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2023-16, 07-17-2023)

Chapter 3.05 – EVALUATION, DISCIPLINE, AND GRIEVANCE

Section 3.05.010 – Performance Evaluations (Rule 29)

The District strives to provide employees with evaluations of their performance both as a means of recognizing effective performance as well as identifying areas that need improvement, as appropriate. Performance evaluations may be used, but are not required, as a basis for completion of probation, salary adjustments, promotions, training, and discipline. Performance evaluations may also include a period of performance probation associated with a performance improvement plan and heightened evaluation and counseling. Performance probation will not affect an employee's discipline and appeal rights, as provided in these Rules.

A. Probationary Employees/New Appointments – At six (6) months and/or prior to the end of the initial probationary period, the employee is eligible to receive, but is not guaranteed, a performance evaluation. The outcome of such employee evaluations will determine whether the employee is rejected, whether his/her probationary period is extended, or whether the employee is appointed as a "regular employee." These evaluations are also the means of determining the appropriateness of a merit increase at the end of the probationary period. After successfully passing the probationary period, the employee will receive "regular employee" status, which includes being evaluated on a regular basis, based on the employee's anniversary date. Failure to provide a probationary employee with a probationary performance evaluation shall not preclude the rejection of such employee during his/her probationary period. The District strives for probationary periods lasting a year. However, there will be instances in which a probationary period lasts longer. Probationary period ends when the supervisor takes affirmative steps to release the employee from probation. If a supervisor does not release an employee from probation, the probationary period will continue.

B. Probationary Employees/Promotional Appointments – An evaluation form will be completed prior to the end of the promotional probationary period to determine "release" to new position, extension of the promotional probationary period, or return to the former position if available.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-32, 12-19-2022)

Section 3.05.020 – Disciplinary Action (Rule 30)

A. Application – Employees shall be subject to discipline in accordance with the following provisions:
    1. Regular Employees – Except as otherwise set forth in these Rules, all regular employees of the District may be demoted, reduced in step, suspended or dismissed or otherwise disciplined only for cause.
    2. Probationary, Temporary, Seasonal, Emergency, and Part-Time Employees – Probationary, temporary, seasonal, emergency, and part-time employees are at-will employees and as a result may be demoted, reduced in step, suspended or dismissed without prior notice or cause, and without any right of appeal. As such, the provisions of this Rule 30 (Disciplinary Action) and Rule 31 (Appeal Procedure) shall not apply to such employees.
    3. Contract Employees – The General Manager, District legal counsel and other employees who have individual employment agreements with the District shall have only those rights that are specifically granted under the terms of their separate agreements, and those rights required by State and Federal law. Unless otherwise specified in the employment agreement or otherwise required by Federal or State law, a contract employee of the District is an at-will employee who serves at the pleasure of the Board of Directors. As such, a contract employee may be demoted, reduced in step, suspended or dismissed without prior notice or cause, and without any right of appeal, and the provisions of this Rule 40 and Rule 41, shall not apply to contract employees.
    4. Application – Reductions in pay or benefits which are part of a general plan to reduce salaries, wages or benefits, or to a general plan to eliminate positions or reduce services as determined by the Board of Directors of the District, shall not constitute disciplinary action, and as such, shall not be subject to this Rule or Rule - Appeal Procedure. Non-disciplinary demotions and placing an employee on administrative leave is not disciplinary action and this Rule 30 and Rule 31 do not apply.

B. Cause for Disciplinary Action – Discipline is intended to be imposed primarily for corrective purposes and to address deficiencies in work performance. Disciplinary action may be taken for cause. Cause for disciplinary action includes, but is expressly not limited to, the following. Any one cause listed shall be sufficient basis for disciplinary action.
    1. Willful misrepresentation of any information pertaining to District business or employment;
    2. Incompetency, i.e., inability to comply with the minimum standard required by an employee's position for a significant period of time;
    3. Inefficiency or inexcusable neglect of duty, including but expressly not limited to, failure to perform duties required of an employee within his or her position, failure to perform assigned tasks, or failure to carry out duties in a prompt, competent and responsible manner;

4. Willful disobedience and insubordination, a willful failure to submit to duly-appointed and acting supervision or to conform to lawful orders or directions of persons in a supervisory position;
5. Dishonesty;
6. Being under the influence of alcohol or dangerous drugs or narcotics while on duty and/or while using District equipment; being impaired by alcohol or drugs, while on duty, which could affect the employee's ability to perform his/her job; or violating the District's Drug-Free Workplace Policy;
7. Excessive absenteeism;
8. Unexcused absence without leave;
9. Abuse of sick leave, i.e., taking sick leave without a doctor's certificate when one is required, or misuse of sick leave;
10. Excessive and/or unauthorized tardiness or absence from employment;
11. Violation of fire and/or safety standards;
12. Unauthorized or improper use of District funds, equipment, records or other property;
13. The conviction of either a misdemeanor or a felony of a nature that adversely reflects on the District or the employee's fitness to perform assigned duties, or which otherwise disqualifies an employee from being able to perform his or her duties. The record of conviction shall be conclusive evidence only of the fact that the conviction occurred. Human Resources may inquire into the circumstances surrounding the commission of the crime in order to fix the degree of discipline. A plea or verdict of guilty, or a conviction showing a plea of *nolo contendere* is deemed to be a conviction within the meaning of this Section;
14. Discourteous treatment of the public or other District employees;
15. Improper political activity, such as campaigning for or espousing the election or non-election of any candidate in national, state, county or municipal elections while on duty and/or during working hours, or in a District uniform on or off duty; the dissemination of political material of any kind while on duty and/or during working hours or in a District uniform; or the use of District equipment funds, equipment, records or other property while engaging in political activity;
16. Disorderly conduct, quarreling or fighting, or threatening any member of the public, a District employee or any District official;
17. Use of official position for personal advantage;
18. Inattention to duty, indolence, carelessness or negligence in the care and handling of District funds, equipment, tools, information systems, furnishings, furniture, data, records, documents, or other property;
19. Willful negligence or misconduct during work or in a District workplace which could endanger or has endangered the health or safety of that employee or others, or has caused damage to District funds, equipment, tools, information systems, furnishings, furniture, records, data, documents, or other property;
20. Sleeping or malingering while on duty;
21. Conduct unbecoming an employee of the District;

22. Mental or physical condition, impairment or disability, which renders the employee unable to perform the essential functions of his/her job, whether with or without reasonable accommodation (if disabled), or which renders the employee a direct threat to the health and/or safety of self or others;
23. Accepting outside employment not specifically authorized by these Rules;
24. Acceptance from any source of a reward, gift or other form of remuneration in addition to regular compensation to an employee for the performance of his/her official duties;
25. Refusal to testify under oath before any grand jury having jurisdiction over any then pending cause of inquiry in which the investigation of government bribery or misconduct in District office is involved, which shall be grounds for immediate termination;
26. Any willful act of conduct undertaken in bad faith, either during or outside of duty hours, which is of such a nature that it causes discredit to the District or the employee's department;
27. Refusal to subscribe to any oath or affirmation which is required by law in connection with District employment;
28. Working overtime without prior authorization;
29. Actions incompatible with, or not in the best interests of public service;
30. Failure to follow or enforce safe working practices and/or failure to report an injury promptly;
31. Theft or personal use of District funds, records, equipment or other property;
32. Sexual or other unlawful harassment;
33. Unlawful discrimination or retaliation;
34. Failure to maintain prescribed records (i.e., falsifying, concealing, misusing, mutilation or removing District records or documents);
35. Willful concealment of pertinent information from supervisors;
36. Theft of property of others.
37. Failure to maintain satisfactory working relationships with other employees, District officials, or the public;
38. Misstatement or concealment of fact, whether in connection with the application process or otherwise;
39. Possessing a firearm or other dangerous weapons on District property or while conducting District business;
40. Physical abuse or threats directed at supervisors, coworkers or members of the public; any act or threat of workplace violence or fighting on the job; or any violation of the District's Workplace Violence Policy;
41. Failure or refusal to maintain grooming, clothing or uniform standards;
42. Non-compliance with any applicable conflict of interest provisions or code;
43. Unauthorized release or disclosure of confidential information from any District records, or unauthorized access into confidential information from District records;
44. Unfitness for duty;
45. Falsification of a timecard or other District records;

46. Violation of any provision of these Rules regarding use or operation of vehicles;
47. Violation of any other provision of these Rules, and any rules, policies, procedures, ordinances, or resolutions of the District or any department thereof, and any violation of any provision of State, Local or Federal law; and
48. Any other cause as determined by the General Manager from time to time. This list is not intended to be exhaustive, and other actions adversely affecting the District's ability to efficiently function may be grounds for disciplinary action up to and including dismissal.

C. Kinds of Disciplinary Actions. The following disciplinary actions may be taken by the General Manager or his/her designee:
    1. Minor Discipline
        a. Informal Counseling – For minor infractions, the employee will be counseled. If the situation does not improve within a reasonable period, depending on the seriousness of the infraction, the supervisor may repeat the measure or may use the next step in the discipline progression. The supervisor should keep a written record of the date and substance of the counseling session; but the record shall not become a part of the employee's personnel file unless the situation leading to the warning is not corrected or other repeated infractions occur, and more serious disciplinary procedures are deemed necessary.
        b. Verbal Reprimand – For repeated minor infractions or more serious infractions in the first instance, the employee may be issued a verbal reprimand. If the situation does not improve within a reasonable period (usually thirty [30] days, but the period may be more or less depending on the seriousness of the matter), the supervisor should keep a written record of the date(s) and substance of the counseling session(s); but the record shall not become a part of the employee's personnel file unless the situation leading to the reprimand is not corrected or other repeated infractions occur and more serious disciplinary procedures are deemed necessary.
        c. Written Reprimand – For more substantial infractions or repeated minor infractions, the employee may be issued a written reprimand. If the situation does not improve within a reasonable length of time (the length will depend upon the seriousness of the issue), the supervisor may issue repeat reprimands. A copy of any written reprimand shall be placed in the employee's personnel file, and a copy provided to the employee, confirming that it has been placed in his/her personnel file. A record of informal counseling and verbal reprimands may also be included in the employee's personnel file at this time.
    2. No Appeal of Minor Discipline – An employee may file a response to minor discipline, which will be placed in his/her personnel file, but the employee has no right of review or appeal, by grievance or otherwise.
    3. Major Discipline

a. Suspension – For serious infractions of the District Rules or for persistent failure to correct deficiencies noted in informal counseling and verbal and written reprimands, or short suspensions as defined in Subparagraph C.1, the employee may be suspended without pay.
b. Reduction in Pay – For serious infractions of the District's Rules, an employee may be temporarily reduced in pay to a lower step within the salary range, in an amount up to five percent (5%), for a period of up to six (6) months.
c. Demotion – For serious infractions of the District's Rules, an employee may be reduced from a position in one (1) class to a position in another class having a lower salary range.
d. Dismissal – An employee may be discharged from District service for repeated infractions or immediately upon commission of a serious infraction.

4. Discipline During Probationary Period. An employee may be disciplined, without the right of appeal, at any time during the employee's initial probationary period after hire, reinstatement or re-employment. Imposition of discipline during an employee's probationary period shall not modify the at-will status of any such probationary employee.

D. Pre-disciplinary and Pre-deprivation Procedures – Major discipline or deprivation of employment benefits shall be taken in compliance with the following procedures:
1. Relief from Duty – The District retains the right in any case to relieve an employee immediately from duty, pending investigation or Notice of Discipline, with pay until the effective date of such discipline as determined by the General Manager or his/her designee.
2. Notice of Intent to Discipline or to Deprive Employee of Employment Benefits – Prior to issuance of a written order of major discipline or deprivation, as defined above, the appropriate authority shall give the employee a written notice of discipline or deprivation which sets forth the following:
a. The intended disciplinary or deprivation action;
b. The specific charges upon which the proposed action is based. Past disciplinary actions which may have a bearing on the disciplinary action or which support the severity of the penalty shall also be included;
c. A summary of the facts upon which the charges are based;
d. A copy of all written materials, reports or documents upon which the discipline is based;
e. The date, time and person before whom the employee may respond in no less than five (5) working days; and
f. Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.
g. The notice of proposed action must be in writing and signed by the employee's supervisor.

3. Additional Pre-disciplinary Response – If a supplemental or amended notice of discipline is given to an employee, the employee is entitled to respond to the supplemental or amended notice as set forth above.

E. Exclusions – In addition to suspensions under Major Discipline) a of this Rule, an employee may be suspended without prior written notice for more than ten working days in a pay period, in extraordinary circumstances when it is essential to avert harm to the public, other employees or to avert serious disruption of District business. Extraordinary circumstances include, but are not limited to, situations involving misappropriation of public funds or property, working while under the influence of alcohol or illegal drugs or controlled substances, insubordination, commission of a crime involving moral turpitude punishable by imprisonment of one (1) year or more and disruption of the District's business through willful misconduct.

F. Order of Disciplinary Action – Upon expiration of the employee's time to respond to the notice of intent, the appropriate authority shall:
   1. Rescind the proposed action based on the employee's response; or
   2. Modify the intended disciplinary action; and
   3. Prepare and serve upon the employee a final notice of disciplinary action or modified disciplinary action.

G. Final Order of Disciplinary Action – The final order of disciplinary action shall include the following:
   1. The disciplinary action taken;
   2. The effective date of the disciplinary action taken. The effective date of the discipline may be prior to the order, provided the circumstances warranted such immediate action;
   3. The specific charges upon which the action is based;
   4. A summary of the facts upon which the charges are based;
   5. The written materials, reports and documents upon which the disciplinary action is based; and
   6. The employee's right to appeal.

   The order shall be signed by the appropriate authority. A copy of the order shall be personally served on the employee or sent by certified mail to the employee's last known address.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022)

Section 3.05.030 – Appeal Procedure (Rule 31)

A. Notice of Appeal, Request for Hearing, and Answer to Charges – Any regular employee may appeal from the order imposing major discipline or other adverse employment action by filing with the General Manager a notice of appeal within ten working days of receipt of the order. The notice of appeal must state the employee's request for a hearing as well the grounds for the appeal and must include a written response to each charge.

B. Review of Appeal
   1. After receipt of the notice of appeal, the General Manager shall review the appeal and set the matter for a hearing. Hearings will be closed to the public unless the appellant requests in writing, prior to the hearing, that the hearing be open. Please

be advised that the District must comply with the Ralph M. Brown Act's requirement that open hearings be included in a publicized agenda. Therefore, requests for open hearings that are received by the District less than three (3) working days prior to the hearing date may not be accommodated, resulting in the hearing being delayed.

2. The General Manager may, in his/her sole discretion, elect to have the appeal heard by one (1) of the following methods:
    a. By the General Manager.
    b. By an appointed hearing officer, who shall present findings and a recommendation to the General Manager for a final disposition; or
    c. By an appointed disciplinary review board composed of three (3) members, including one (1) member selected by the General Manager, one (1) member selected by the employee, and a third member selected by the General Manager and the employee. The parties shall split the cost of the third member and shall bear the cost of their own hearing officer.

C. Purpose of the Hearing – The purpose of the appeal hearing is to determine the accuracy and the sufficiency of the fact's attendant to the disciplinary action.

D. Pre-hearing Conference – Prior to the hearing, the General Manager or hearing officer shall meet and confer with the parties to set the hearing date and to establish appropriate pre-hearing and hearing procedures, including, but not limited to:
    1. Compelling the attendance of District employees to testify at the hearing;
    2. Setting appropriate deadlines for the exchange of exhibits and witness lists as well as procedures regarding the identification of exhibits; and
    3. Establishing other guidelines, protocols, and procedures for the hearing as appropriate under the circumstances, taking into consideration the wishes of the parties, the complexity of the issues, and any other matter deemed relevant by the General Manager or hearing officer(s).

E. Hearing
    1. The Parties – The appellant and his/her representative and the District's representative shall attend the hearing. Failure of the appellant, with or without his/her representative, to appear in person at the time and place set for the hearing shall be deemed a withdrawal of the appeal unless otherwise excused by the General Manager.
    2. Rights – Each party shall have the right to:
        a. Choose a representative and be represented at the hearing;
        b. Testify under oath;
        c. Call witnesses and present documentary evidence;
        d. Question all witnesses and examine the evidence; and/or
        e. Argue the matter or issues presented.
    3. Conduct
        a. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determination of the truth.
        b. Witnesses shall be required to testify under oath and affirmation.

4. Record of the Hearing – A record of the proceedings shall be made and maintained by the District. The District may choose to make a mechanical or electronic record of the proceedings. Costs of preparing transcripts shall be borne by the requesting party.
5. Confidentiality – The hearing shall be closed to the public and shall not be a public record unless an open public hearing is requested by the appellant as set forth in this Policy.
6. Written Findings and Recommended Decision of the Hearing Body or Hearing Officer – If a hearing body or hearing officer is used, the hearing body or hearing officer shall render written findings and recommendations to the General Manager as soon after the conclusion of the hearing as practicable, and in no event, later than twenty (20) working days after concluding the hearing, unless otherwise stipulated to by the parties. A finding must be made on each charge and/or material issue. The hearing body or hearing officer's decision may recommend the sustaining or rejecting of any or all of the charges filed against the employee, and may recommend sustaining, rejecting or modifying the disciplinary action invoked against the employee. If the hearing body or hearing officer(s) recommend reinstatement of the terminated employee, and that recommendation is accepted by the General Manager, the employee shall only be entitled to backpay as set forth in the decision. At a maximum, the backpay shall be the amount of wages that would normally be incurred during the period of absence minus any sum the employee has earned elsewhere and minus any amounts attributable to delays caused by the employee in the hearing process. If a discharge is not sustained, the proposed decision shall set forth a recommended effective date the employee is to be reinstated.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.05.040 – Open Door Policy (Rule 32)

The District has a specific procedure detailed in the separate Policy Against Harassment that should be used to report concerns or complaints related to possible sexual harassment, or other forms of harassment, discrimination, or retaliation based on a protected category. Separately, the District has an Open Door Policy that encourages employees to participate in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or complaints are encouraged to discuss them with their supervisor or any other management representative with whom they feel comfortable. The District believes that employee concerns are best addressed through this type of informal and open communication.

Employees are encouraged to raise work-related concerns with their immediate supervisor, or with a supervisor or other management representative of their choice, Department Head or Human Resources as soon as possible after the events that cause the concern. Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved. Although the District cannot guarantee that in each instance the employee will be satisfied with the result, the District will attempt in each instance to explain the result to the employee if the employee is not satisfied. The District will also attempt to keep all such expressions of concern, the results of any investigation, and the terms of the resolution confidential. In the course of investigating and resolving the matter, however, some

dissemination of information to others may be necessary or appropriate. No employee will be disciplined or otherwise penalized for raising a good-faith concern..

A. Internal Complaint Review Procedure – The purpose of this Internal Complaint Review Policy is to afford all employees of the District the opportunity to seek internal resolution of their work-related concerns. This policy is intended to supplement the Open Door Policy set forth in this Handbook/Manual, which states the District's philosophy that all employees have free access to their immediate supervisors or to other District supervisors of their choice to informally express their work-related concerns. As noted in the Open Door Policy, the District has a specific procedure detailed in its Policy Against Harassment that should be used to report concerns or complaints related to possible sexual harassment, or other forms of harassment, discrimination, or retaliation based on a protected category.
B. Procedure
    1. Filing of Complaint – Employees should file written complaints with the Human Resources Department or any supervisor or manager as soon as possible after the events that give rise to the employee's work-related concerns. The written complaint should set forth in detail the bases for the employee's complaint.
    2. Investigation – The Human Resources Department will date and log all written complaints and send the employee an acknowledgment that the complaint is under review.

       The Human Resources Department will investigate the complaint, meeting separately with the employee and with others who are either named in the complaint or who may have knowledge of the facts set forth in the complaint. The District will attempt to treat all internal complaints and their investigation as confidential, recognizing, however, that in the course of investigating and resolving internal complaints some dissemination of information to others may be necessary or appropriate.

       On completion of the investigation, the Human Resources Department will orally report its findings and conclusions to the employee. If the complaint is resolved to the employees' satisfaction, the terms of the resolution should be recorded and signed by both the employee and a representative of the Human Resources Department.
C. Appeal – If the complaint is not resolved to the employee's satisfaction, the employee may submit a written request for review of the complaint to the General Manager. On completion of the appeal review, the employee should receive an oral explanation of the conclusion reached and the reasons for that conclusion. Decisions resulting from appeal reviews by the General Manager will be final.
D. Non-Retaliation – If an employee has filed a complaint in good faith, the employee will not be disciplined or otherwise penalized for lodging the complaint. If an employee believes that he or she is being retaliated against for lodging a complaint, the employee should immediately notify the Human Resources Department.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Chapter 3.06 – POLICIES AND PROCEDURES

Section 3.06.010 – Policy Against Harassment, Discrimination, and Retaliation (Rule 33)

A. Purpose of Policy – The District is committed to providing a work environment (whether the workplace consists of the District's offices or some remote work location that is away from the District's premises) free of harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on race, religion (including religious dress and grooming practices), color, sex/gender (including pregnancy, childbirth, breastfeeding or related medical conditions), reproductive health decision-making, sex stereotype, gender identity/gender expression/transgender (including whether or not you are transitioning or have transitioned) and sexual orientation, national origin (including language use restrictions and possession of a driver's license to establish the right to work in the United States), ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military and veteran status or any other basis protected by federal, state or local law or ordinance or regulation. It also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having those characteristics. The District strongly disapproves of and will not tolerate harassment of applicants, employees, unpaid interns, or volunteers by managers, supervisors, or co-workers. Similarly, the District will not tolerate harassment by its employees of non-employees with whom the District employees have a business, service, or professional relationship. The District also will attempt to protect employees from harassment by non-employees in the workplace.

B. Harassment Defined – Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with an employee's work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

   Harassing conduct can take many forms and may include, but is not limited to, the following (when based upon an employee's protected status as noted above: slurs, jokes, statements, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons, violating someone's "personal space," foul or obscene language, leering, stalking, staring, unwanted or offensive letters or poems, offensive email or voicemail messages.

   Sexually harassing conduct in particular may include all of these prohibited actions, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and other unwelcome sexual advances. Sexually harassing

conduct can be by a person of either the same or opposite sex. Sexually harassing conduct need not be motivated by sexual desire to be in violation of this policy.

C. Reporting And Investigating Harassing Conduct – The District understands that victims of harassment are often embarrassed and reluctant to report acts of harassment for fear of being blamed, concern about being retaliated against, or because it is difficult to discuss sexual matters openly with others. However, no employee should have to endure harassing conduct, and the District therefore encourages employees to promptly report any incidents of harassment so that corrective action may be taken. Any incidents of harassment, including work-related harassment by any District personnel or any other person, should be reported immediately to Human Resources, who is responsible for investigating harassment complaints. An employee is not required to complain to Human Resources if that person is the individual who is harassing the employee but may instead report the harassment to his or her immediate supervisor or any other member of management. Supervisors and managers who receive complaints or who observe harassing conduct should immediately inform Human Resources or other appropriate District official so that an investigation may be initiated.

   Every reported complaint of harassment will be investigated thoroughly and promptly. Typically, the investigation will include the following steps: an interview of the employee who lodged the harassment complaint to obtain complete details regarding the alleged harassment; interviews of anyone who is alleged to have committed the acts of harassment to respond to the claims; and interview of any employees who may have witnessed, or who may have knowledge of, the alleged harassment. Human Resources, or other District official responsible for the investigation, will notify the employee who lodged the harassment complaint of the results of the investigation. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

   In addition to notifying the District about harassment or retaliation complaints, affected employees may also direct their complaints to the California Department of Fair Employment and Housing ("DFEH"), which has the authority to conduct investigations of the facts. The deadline for filing complaints with the DFEH is one year from the date of the alleged unlawful conduct. If the DFEH believes that a complaint is valid and settlement efforts fail, the DFEH may file a lawsuit in court. The courts have the authority to award monetary and non-monetary relief in meritorious cases. Employees can contact the nearest DFEH office at the locations listed in the District's DFEH poster or by checking the State Government listings in the local telephone directory.

D. Corrective Action – The District will not tolerate retaliation against any employee for making a good faith complaint of harassment or for cooperating in an investigation. If harassment or retaliation in violation of this policy is established, the District will take corrective action. Corrective action may include, for example: training, referral to counseling, or disciplinary action ranging from a verbal or written warning to termination of employment, depending on the circumstances. With regard to acts of harassment by

customers or vendors, corrective action will be taken after consultation with the appropriate management personnel.

E. Anti-Harassment Training – Every District employee is required to undergo Sexual Harassment training within his/her six (6) months of employment and at least once every two (2) years thereafter. In addition, all employees hired as or promoted to a supervisory or management position must undergo at least two (2) hours of interactive sexual harassment training within the first six (6) months of assuming a new supervisory or management position. Additionally, all supervisors and managers must complete at least two (2) hours of interactive sexual harassment training at least once every two (2) years thereafter. An employee who fails to comply with this section may be subject to disciplinary action, up to and including termination of employment.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2024-18, 06-17-2024)

Section 3.06.020 – Workplace Violence Policy (Rule 34)

A. Statement of Policy – The District is strongly committed to ensuring the safety of all District employees and has adopted this policy regarding workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment and/or coercion which involve or affect any District employee(s) will not be tolerated.

B. Objectives
   1. To ensure all workplace threats and provocative behavior are addressed promptly.
   2. To ensure the level of physical/facility security in District workplaces is sufficient to protect the health and safety of District employees.
   3. To ensure all employees are appropriately trained in workplace security, diffusing hostile situations and steps to take during an emergency incident.
   4. To ensure that all disciplinary action taken for behavior prohibited under this policy is reviewed, evaluated and administered consistently and equitably throughout the District in a timely manner.

C. Acts or Threats of Violence Defined – "Threats or acts of violence" include conduct against persons or property that are sufficiently severe, offensive or intimidating to alter the employment conditions, or to create a hostile, abusive or intimidating work environment for a District employee or employees. Although the District has a strong commitment to customer service, the District will not permit employees to be subjected to verbal or physical abuse. General examples of prohibited workplace violence include, but are not limited to:
   1. Threatening to harm an individual or his/her family, friends, associates or their property.
   2. Making harassing or threatening telephone calls, letters or other forms of written or electronic communications.
   3. Intimidating or attempting to coerce an employee to commit wrongful acts that would affect the business interests of the District.
   4. Harassing surveillance, also known as "stalking," the willful, malicious and repeated following of another person and making a credible threat with intent to place the other person in reasonable fear of his/her safety.

5. Making a suggestion or otherwise intimating that an act to injure person(s) or property is "appropriate."
6. Possession of firearms, weapons or any other dangerous device(s) on District property by anyone other than safety personnel who are governed by their own policies and procedures.
7. Use of personal or District-issued tools or equipment in a threatening manner toward a District employee or other individual.

D. Application of Prohibition – The District prohibition against threats and acts of violence applies to all District personnel, contract and temporary workers, customers and anyone else who may be in or on District property or any place where District personnel work or otherwise conduct District business.

E. Reporting – If any employee observes or becomes aware of any of the above- listed actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she should notify a department head or the General Manager immediately. Employees should also notify the General Manager and their department head if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

F. Investigation – All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and of the investigation but may need to disclose results in appropriate circumstances, for example, in order to protect individual safety. The District will not tolerate retaliation against any employee who reports workplace violence.

G. Corrective Action and Discipline
    1. If the District determines that workplace violence has occurred, the District will take appropriate corrective action and will impose discipline on offending employees up to and including immediate termination from employment, without first exhausting the review and appeal process as provided in these Rules, if the District, in its sole discretion, determines that immediate termination is required in order to ensure the safety and welfare of its employees.
    2. Under certain circumstances, the District may forego disciplinary action on the condition that the employee takes a leave of absence. In addition, the District may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.
    3. Violations of this policy by any individual may also be followed by legal action as appropriate. The District may also seek a Temporary Restraining Order or Injunction on behalf of District workers if the situation warrants such action.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.06.030 – Employee Drug and Alcohol Use Policy – Drug Free Workplace (Rule 35)

A. Purpose of Guideline – It is the intent of the District to maintain a workplace that is free of the inappropriate use of drugs and alcohol consumption during work hours and to discourage drug and alcohol abuse by its employees. To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, equipment, and operations, the District has established this Guideline concerning the use of alcohol and drugs. As a condition of continued employment with the District, each employee must abide by this Guideline.

   Additionally, certain positions within the District are considered safety-sensitive positions pursuant to guidelines established by the U.S. Department of Transportation ("DOT") and are, therefore, required to undergo random drug and alcohol testing as mandated by 49 Code of Federal Regulations Part 40 ("Part 40"). They include, but are not limited to, positions in which employees must hold a commercial driver's license in order to operate commercial motor vehicles 26,001 lbs. gvwr, or greater, or required to display a DOT placard in the transportation of hazardous material. With respect to those safety-sensitive positions that are subject to DOT drug and alcohol testing requirements, the District adheres to Part 40 as described in Rule 36. DOT Drug & Alcohol Policy.

B. Definitions – For purposes of this Guideline:
   1. "Illegal drugs or other controlled substances" means any drug or substance that (a) is not legally obtainable; or (b) is legally obtainable but has not been legally obtained. For those employees subject to DOT testing guidelines, "illegal drugs or other controlled substances" shall mean all the substances listed in Part 40 as part of the DOT drug testing panel, including, but not limited to, marijuana, cocaine, amphetamines, phencyclidine (PCP), and opiates.
   2. "Legal drug" means any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed. Beginning on January 1, 2018, the DOT drug testing panel will also include four semi-synthetic opioids (i.e., hydrocodone, oxycodone, hydromorphone, oxymorphone). Some common names for these semi-synthetic opioids include OxyContin®, Percodan®, Percocet®, Vicodin®, Lortab®, Norco®, Dilaudid®, Exalgo®.
   3. "Reasonable suspicion" includes a suspicion that is based on specific personal observations such as an employee's manner, disposition, appearance, behavior, speech or breath odor; information provided to management by a third party; or a suspicion that is based on other surrounding circumstances.

C. Recreational Marijuana – Be advised that the Adult Use of Marijuana Act, which legalizes the use of recreational marijuana for adults 21 years of age and older does not affect the rights of the District to maintain a drug-free workplace by prohibiting the use of marijuana by employees or prospective employees while on duty or on District premises or impairment by use of marijuana while working. Marijuana remains an illegal substance under the federal Controlled Substances Act. Therefore, the District reserves the right to

terminate an employee who tests positive for psychoactive cannabis metabolites or to withdraw an offer of employment to a prospective employee who tests positive for psychoactive cannabis metabolites.

D. Prohibited Conduct – Employees may not be under the influence of alcohol or an illegal drug while on District property, while at work locations, or while on duty or subject to being called to duty. Additionally, employees may not work while impaired by the use of a legal drug whenever the impairment might endanger the safety of the employee or some other person, pose a risk of significant damage to District property or equipment, or substantially interfere with the employee's job performance.
E. Reasonable Suspicion – When a supervisor or manager has a reasonable suspicion that any employee is working in an impaired condition or otherwise engaging in conduct that violates this Guideline, the employee will be relieved of duty and asked to submit to a blood, urine or other testing or examination designed to detect drugs or alcohol. Unless the employee is subject to federal drug testing under DOT guidelines, the District will not test for non-psychoactive cannabis metabolites. If the employee refuses to cooperate with the administration of the drug/alcohol tests, the refusal will be handled in the same manner as a positive test result. While results are expected back, employee will be placed on paid administrative leave.
F. Post-Accident – Employees who are involved in an accident that results in injury to themselves or others or significant damage to District property or equipment may be required to submit to a drug and alcohol test.
G. Disciplinary Action – A violation of this policy will subject the employee to discipline up to and including immediate termination.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022; Res. No. 2024-18, 06-17-2024)

Section 3.06.040 – DOT Drug and Alcohol Policy (Rule 36)

A. Employee Questions Regarding Policy – Employees shall contact Human Resources regarding any questions related to DOT policies and procedures.
B. Employees Subject to Testing – The following policies and procedures will be strictly applied to all applicants and employees required to have a commercial driver's license (CDL), who operate a commercial motor vehicle as defined in Part 382 of Title 49 of the Code of Federal Regulations, or who perform safety-sensitive functions.
C. Safety-Sensitive Functions – The time spent on the following on-duty functions are considered times during which employees are performing safety-sensitive functions:
    1. All time on any public property, waiting to be dispatched, unless the covered employee has been relieved from duty by the Employer; or
    2. All time inspecting equipment or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time; or
    3. All time spent at the driving controls of a commercial motor vehicle in operation; or
    4. All time, other than driving time, in or upon any commercial motor vehicle; or

5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; or
6. All time spent performing the post-accident requirements relating to accidents; or
7. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

D. Prohibited Conduct – Covered employees shall follow all requirements of Rule 35 Employee Drug and Alcohol Use Policy for a Drug-Free Workplace. Employees will be provided with the Drug and Alcohol Brochure for Drivers detailing the effects of alcohol and controlled substances on a person's work, health, and personal life. All alcohol and drug use during and prior to work is strictly prohibited. DOT testing analyzes urine specimens for the following drugs/metabolites:
   1. Marijuana metabolites
   2. Cocaine metabolites
   3. Amphetamines including methamphetamine, MDMA
   4. Opioids – codeine, heroin (6-AM), morphine, oxycodone, oxymorphone, hydrocodone, hydromorphone
   5. Phencyclidine (PCP)

E. Circumstances in Which an Employee will be Subject to Drug and Alcohol Testing
   1. Pre-Employment Testing – All applicants for positions which are covered by DOT regulations as well as employees who transfer to such a position, will be required to submit to pre-employment/pre-duty drug testing. Applicants will be ineligible for a safety-sensitive position if they do not pass the tests.
   2. Post-Accident Testing – Drug and alcohol testing will be conducted on employees following an accident involving a commercial motor vehicle in the following situations:
      a. Covered employees who were performing safety sensitive functions with respect to the vehicle involved in an accident, if the accident involves the loss of life; or
      b. Covered employees receive a citation for a traffic violation arising from the accident.
      c. Post-accident alcohol testing shall be administered within two hours following an accident and no test may be administered after eight hours. Post-accident drug testing must be administered within 32 hours following the accident and may not be administered after this time period. If testing is not done, the supervisor or management employee must provide written documentation as to why the test was not properly conducted.
   3. Random Testing – Covered employees will be subject to random alcohol and drug testing as follows:
      a. Just prior to the employee performing a safety-sensitive function (i.e. driving).
      b. While the employee is performing a safety-sensitive function;
      c. Just after the employee has stopped performing a safety-sensitive function; or
      d. Whenever a random drug test is ordered by the DOT.
   4. Reasonable Suspicion Testing – When a supervisor or manager has a reasonable suspicion that an employee is using or is under the influence of

drugs or alcohol, the employee will be immediately relieved of duty and be required to submit to drug and alcohol testing. The employee will be placed on paid administrative leave while awaiting test results. The observation must be based on short-term indicators, such as blurry eyes, slurring, or alcohol on the breath. The reasonable suspicion alcohol test will be administered within two hours of the observation. No test may be administered after eight hours following the observation.

5. Pre-DOT Testing – All employees who successfully obtain a driver's license are entered into the DOT random testing pool. Prior to submitting the employees to the DOT random testing pool, MSWD will test each employee to ensure the employee does not have prohibited drugs in his/her system prior to entering the DOT testing pool.

F. Consequences of Using Drugs or Alcohol While Operating a Commercial Motor Vehicle or Performing Safety-Sensitive Functions – A covered employee who has engaged in prohibited drug or alcohol use during the use of a commercial motor vehicle or the performance of a safety-sensitive function will be immediately removed from performing safety-sensitive functions. Further, the employee will be subject to disciplinary action, up to and including termination.

G. Consequences of a Verified Positive Drug Test – A covered employee who receives one (1) verified positive drug test result on a DOT required test will be immediately removed from safety-sensitive duties. An employee who has a positive DOT drug test cannot return to the performance of safety-sensitive functions until and unless the employee successfully completes the return-to-duty process described later. Notwithstanding the foregoing, an employee that receives one (1) verified positive drug test result will be subject to disciplinary action, up to and including termination.

H. Consequences of an Alcohol Test with a Concentration Greater than .04 – A covered employee who receives one (1) alcohol test with a result indicating an alcohol concentration of .04 or greater will be immediately removed from safety-sensitive duties. An employee who has a positive alcohol test cannot return to the performance of safety-sensitive functions until and unless the employee successfully completes the return-to-duty process described later. Notwithstanding the foregoing, an employee whose test results indicate an alcohol concentration greater than .04 will be subject to disciplinary action, up to and including termination.

I. Consequences of an Alcohol Test with a Concentration Greater than 0.02 but Less than .04 – A covered employee who is found to have an alcohol concentration of .02 or greater but less than .04 will be immediately removed from performing safety-sensitive functions until the employee is retested with a result below .02 or until the start of the employee's next regularly scheduled duty period, if it occurs at least 8 hours following administration of the test. Notwithstanding the foregoing, an employee whose test results indicate an alcohol concentration greater than .02 will be subject to disciplinary action, up to and including termination.

J. Consequences of Refusing to Submit to a Required Drug and/or Alcohol Test – A covered employee who refuses to submit to a required drug and/or alcohol test or who receives a verified adulterated or substituted drug test result will be immediately removed from performing safety-sensitive functions. An employee cannot return to the performance of safety-sensitive duties until and unless the employee successfully completes the return-to-duty process described later. Notwithstanding the foregoing, an employee that refuses to submit to a required

drug and/or alcohol test will be subject to disciplinary action, up to and including termination.

K. Refusal to Submit to a Drug and/or Alcohol Test – You are considered to have refused to take a drug and/or alcohol test if you:

1. Drug Test
    a. Fail to appear at a collection site for any test (except a pre-employment test) within a reasonable time, as determined by MSWD, consistent with applicable DOT agency regulations, after being directed to do so by MSWD. This includes the failure of the employee to appear for a test when called by MSWD's third party administrator;
    b. Fail to remain at the collection site until the testing process is complete; Provided that a person who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;
    c. Fail to provide a specimen;
    d. Fail to permit a monitored or observed collection if MSWD ordered or if the collector required the collection to be monitored or observed;
    e. Fail to provide a sufficient amount of urine specimen, provided the Medical Review Officer (MRO) finds there was no medical reason for the employee to provide insufficient amount of urine;
    f. Fail or decline to take an additional drug test that MSWD or the collector has directed;
    g. Fail to undergo a medical examination or evaluation the MRO or MSWD has directed;
    h. Fail to cooperate with any part of the specimen collection process;
    i. Fail, for an observed collection, to follow the instructions to raise and lower clothing and turn around;
    j. Possess or wear a prosthetic or other device that could be used to interfere with the collection process if the employee is found to have or wear a prosthetic or other device designed to carry clean urine or a urine substitute;
    k. Admit to the collector to having adulterated or substituted the specimen;
    l. Adulterate or substitute a urine specimen; or
    m. Admit to the MRO to having adulterated or substituted the specimen.
    n. In the case of a reported negative dilute result, the district will accept this result as a verified negative. No second collection will be required unless specifically requested by the Medical Review Officer.

2. Alcohol Test
    a. Fail to appear at an alcohol test site for any test within a reasonable time, as determined by MSWD, consistent with applicable DOT agency regulations, after being directed to do so by MSWD. This includes the failure of the employee to appear for a test when called by MSWD's third party administrator;
    b. Fail to remain at the alcohol test site until the testing process is complete;
    c. Fail to provide an adequate amount of saliva or breath;
    d. Fail to provide a sufficient breath specimen, provided the physician finds that there was no medical reason for the employee to provide an insufficient amount of breath;

e. Fail to undergo a medical examination or evaluation as the Company has directed as part of the insufficient breath procedures;
f. Fail to sign the certification statement at Step 2 of the Alcohol Testing Form (ATF); or
g. Fail to cooperate with any part of the testing process.

L. Drug and Alcohol Testing Procedures – Drug and/or alcohol testing shall be conducted at a facility designated by MSWD. Specimen collection, analysis and reporting shall be conducted in accordance with the procedures outlined below which are consistent with the federal regulations enumerated in 49 CFR Part 40 and all applicable guidance and state laws. These collection procedures are designed to protect the employee and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct employee.

1. Drug Testing Procedures – Drug testing shall be conducted in a manner that assures confidentiality, a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS). All sample collection and testing will be conducted consistent with the procedures put forth in 49 CFR Part 40 of the DOT regulations.
2. Alcohol Testing Procedures – Alcohol testing may be conducted by a qualified Screening Test Technician (STT) or Breath Alcohol Technician (BAT). STTs are only permitted to conduct the first test given to an employee by using either a breath or saliva test (Screening Test). A BAT is authorized to conduct a Screening Test, but, unlike a STT, is also authorized to conduct the second test given to an employee whose test result is .02 or above (Confirmation Test). For a Screening Test, the STT or BAT may use an approved Alcohol Screening Device (ASD) or an Evidential Breath Testing device (EBT). For a Confirmation Test, the BAT is required to use an EBT.

M. Return-To-Duty Process and Follow-Up Procedures

1. Return-to-Duty Testing – If MSWD decides to permit the employee to return to the performance of safety-sensitive functions, MSWD must ensure that the employee takes a return-to-duty test. The return-to-duty test cannot occur until:
    a. The employee has been evaluated by a substance abuse professional (SAP) to determine what education and/or treatment the employee needs to resolve problems related to alcohol or drug use;
    b. The employee has successfully complied with the prescribed education and/or treatment;
    c. The employee has been re-evaluated by the SAP to ensure that the employee has properly followed the education and/or treatment program; and
    d. The employee agrees to execute a second chance agreement which outlines the conditions of employee's return to work.

   Cost associated with return to duty, such as SAP services, education, or treatment are the sole responsibility of the employee.

2. Follow-Up Testing
    a. An SAP must establish a written follow-up testing plan for each employee who has committed a DOT drug or alcohol regulation

violation and who seeks to resume the performance of safety-sensitive functions. The SAP does not establish this plan until after it is determined that the employee has successfully complied with the education and/or treatment recommendations.

b. The SAP must present a copy of the follow-up testing plan directly to the MSWD's DER.
c. The SAP is the sole determiner of the number and frequency of follow-up tests and whether these tests will be for drugs, alcohol, or both, unless otherwise directed by the appropriate DOT agency regulation. For example, if an employee had a positive drug test, but the SAP evaluation or the treatment program professionals determined that the employee has an alcohol problem as well, the SAP should require that the employee have follow-up tests for both drugs and alcohol.
d. The SAP must, at a minimum, direct that the employee be subject to six (6) unannounced follow-up tests in the first 12 months of safety-sensitive duty following the employee's return to safety-sensitive functions. The SAP may, however, require a greater number of follow-up tests during the first 12-month period of safety-sensitive duty.
e. The SAP may also require follow-up tests during the 48 months of safety-sensitive duty following this first 12-month period. The SAP is not to establish the actual dates for the follow-up tests he/she prescribes. The decision on specific dates to test is the responsibility of the Company.
f. MSWD will not impose additional testing requirements on employees that go beyond the SAP's follow-up and random testing plan.

N. Drug and Alcohol Clearinghouse

1. Reporting – The following violations or milestones will be reported to the Clearinghouse for any covered employees. MSWD, its service providers, its Medical Review Officer, and/or its Substance Abuse Professional(s) as required by FMCSA directive to report:
    a. Any verified positive, adulterated, or substituted DOT drug test
    b. Any validated DOT alcohol test of 0.04 or higher
    c. Any refusal to submit to a DOT required drug or alcohol test
    d. Any confirmed and recorded "actual knowledge" that the driver violated the DOT drug or alcohol rules, including:
        i. Any on-duty alcohol use, including any citation for driving under the influence of alcohol (DUI/DWI) while driving a commercial motor vehicle
        ii. Any alcohol use within 4 hours before going on duty
        iii. Any alcohol use within 8 hours of an accident or before a post-accident test is complete (whichever occurs first)
        iv. Any prohibited drug use while on duty
    e. Successful completion of the return-to-duty process following treatment
    f. Any negative DOT return-to-duty test*
    g. Successful competition of follow-up testing*

*Only reported if the primary violation occurred on or after January 6, 2020.

2. Granting of Consent – Covered employees must grant consent for MSWD to purchase Clearinghouse reports:
    a. Prior to employment with MSWD, all covered employees must create a Clearinghouse account and log in to permit MSWD consent to acquire a "full" report.
    b. Covered employees must sign a separate Consent "for Limited Queries" form allowing MSWD access to "limited" queries each year. Covered employees may limit the length of time that such consent is valid but making it valid for the duration of employment with MSWD is recommended.
    c. MSWD will notify the employee that they must immediately log in to the Clearinghouse to provide permission so MSWD may obtain the driver's full Clearinghouse record if a limited query exposes information about the driver. Such record will be acquired within 24 hours of the limited query.

    A covered employee who refuses to grant the consent described above will not be allowed to perform any safety-sensitive duties as defined in §382.107. The employee will not be allowed to resume the safety-sensitive duties until the employee has granted the mandatory consent, MSWD then obtains the report, and the Clearinghouse query shows that the employee is eligible to carry out safety-sensitive duties.

3. Employee Accounts – Covered employees are required to have an online account as clearinghousefmcsa.dot.gov and are highly encouraged to provide an email address so they may be contacted. Employees are permitted to see their own Clearinghouse records free of charge and may challenge the accuracy of information reported to the Clearinghouse, but not the accuracy of test results or refusals using the procedures listed in §382.717.
4. Queries
    a. MSWD will purchase reports (a.k.a. queries) from the Clearinghouse at these times:
        i. Once a year for all covered employees, and
        ii. Preceding employment of any new covered employees.
    b. Reports to the Clearinghouse will include:
        i. The driver's name
        ii. Date of birth
        iii. Commercial driver's license number and state of issuance
        iv. Violation and/or testing data

O. Notice of Violations – Covered employees are required to notify MSWD in writing if they have violated the drug and/or alcohol prohibitions of 49 CFR Parts 40 and 382 while

employed with MSWD. The statements must be received before the end of the business day the day after the employee received notification of the violation or prior to performing any safety-sensitive duties, whichever comes first.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.06.050 – Inclement Weather (Rule 37)

While this area generally enjoys excellent weather, there are occasions when there can be the potential for flooding, high winds, dust storms, and snow.

Because of the key role our District plays in any weather emergency, all employees are expected to report to work unless major thoroughfares have been closed due to extreme weather. Quite often, bad weather conditions are localized in our area and, simply by waiting, an employee may be able to safely arrive at work later in the day. Under these circumstances, call the immediate supervisor to advise them of the poor weather conditions in the area and the expected time of arrival.

On occasion, bad weather occurs during the day after arriving at work. Depending upon the circumstances, an employee may wish to leave or be advised to leave.

An employee's best judgment should be used in deciding whether it is reasonable to attempt to get to work or leave work early.

Employees who do not report to work when the District is open for business will not be paid for the day or for those hours not present during the day. With supervisor approval, the individual may take the time off as vacation or optional holiday time providing the employee has sufficient accrued hours.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2024-18, 06-17-2024)

Section 3.06.060 – Lactation Policy (Rule 38)

An employee has a right to request a lactation accommodation. A reasonable amount of break time will be provided for any employee that needs to express breast milk for the employee's infant child each time the employee has a need to express milk.

A. Procedure for Requesting Lactation Accommodation – An employee may request a lactation accommodation by submitting a lactation accommodation request to the employee's department supervisor. The department supervisor must respond to the employee's accommodation request in writing on the same lactation accommodation request form submitted by the employee indicating the approval or denial of the break request. The completed request form must be returned to the employee and a copy sent to the human resources department.

   The District reserves the right to deny, in writing, an employee's request for a lactation break if the additional break time will seriously disrupt operations.

B. Accommodations Provided – If approved, the employee will be provided a reasonable break time that, if possible, runs concurrently with any break time already provided to the employee. Additional unpaid break time will be provided if needed. Nonexempt employees must clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

   The employee will also be provided a safe, clean, and private place to express milk that includes a surface to place a breast pump and other personal items, seating, and access to electricity or other charging device needed to operate an electric or battery-powered breast pump. The lactation room shall not be a bathroom and will be in close proximity to the employee's work area. The employee will also have access to a sink with running water and a refrigerator or other cooling system suitable for storing milk in close proximity to the employee's work area.

   An employee may file a complaint with the Labor Commissioner if a reasonable lactation accommodation, including all the standards listed above, is not provided by the District.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.06.070 – Education and Certification Incentive Pay (Rule 39)

Each employee shall receive educational incentive pay, as indicated, if they achieve the following:

A. Higher Education
   1. Employees whose job do not require a higher education degree (HED), but have earned one or employees who obtain a higher degree than required by their position will be eligible for the following incentive:
      a. Bachelor's Degree or Master's Degree: two-and-one half percent (2 ½%) of base pay.

B. Certification Educational Incentive for Field Employees:
   1. **One (1) Job-Related Certification Educational Incentive:**
      a. Field employees can earn an additional two-and-one-half percent (2 ½%) of base pay for obtaining one job-related certification from the approved list of job eligible certifications for field employees.
   2. **Two (2) Job-Related Certifications Educational Incentive:**
      a. Field employees can earn an additional two-and-one-half percent (2 ½%) of base pay for obtaining two job-related certifications from the approved list of job eligible certifications for field employees.
      b. Since it's not possible to hold two certificate grades simultaneously (e.g., Water Distribution Grade 3 and Water Distribution Grade 2), field employees who possess a certification that is two (2) levels higher than what their job requires can earn incentive pay up to five percent (5%) of base pay. However, only the incentive pay associated with the actual certification held per the approved list of job eligible certifications for field employees is reportable to CalPERS.

3. **Commercial Driver's License (CDL) Bonus:**
    a. Field employees who voluntarily maintain a CDL (not ordinarily required for their job) will be entitled to an additional two-and-one-half percent (2 ½%) of base pay. This compensation is not reportable to CalPERS.

C. Maximum Combined Incentive Pay – Total maximum combined incentive pay not to exceed five percent (5%) of base pay.

D. Eligibility
    1. Higher education degrees: Degrees be relevant to the duties regularly performed in the job classification, as determined by the General Manager.
    2. Certifications: Certifications must directly relate to the employee's job description. Refer to the approved list of job eligible certifications for field employees.

E. Effective Date –
    1. Employes must submit a Request for Educational Incentive pay along with necessary supporting documentation to the Human Resources Manager for approval.
    2. The employee will receive incentive pay beginning the next full pay period after submission of the documentation showing completion to the Human Resources Manager. It is the employee's responsibility to submit the required documents in a timely manner.

F. Exceptions
    1. Ineligible Employees:
        a. Supervisors/superintendents, managers, and directors are not eligible for this incentive pay.
        b. Students, temporary, part-time, seasonal, or emergency employees are not eligible for this incentive pay.
    2. Prerequisite or Acceptable Option
        a. Employees are not eligible if their job classification states that a degree or certification is a prerequisite or an acceptable option for meeting required qualifications

G. Approved list of Job Eligible Certifications for Field Employees:

Collections System Operator I	Grade II California Water Environment Association Collections Maintenance Certificate Grade III California Water Environment Association Collections Maintenance Certificate
Collections System Operator II	Grade III California Water Environment Association Collection System Grade IV California Water Environment Association Collection System
Field Operations Technician I	Grade II (D-2) Water Distribution Certificate

	Grade III (D-3) Water Distribution Certificate
Field Operations Technician II	Grade III (D-3) Water Distribution Certificate
	Grade IV (D-4) Water Distribution Certificate
Field Service Representative I	Grade II (D-2) Water Distribution Certificate
	Grade III (D-3) Water Distribution Certificate
Field Service Representative II/Backflow Specialist	Grade II (D-2) Water Distribution Certificate
	Grade III (D-3) Water Distribution Certificate
	Grade II (T-2) Water Treatment Certificate
	Grade III (T-3) Water Treatment Certificate
Field Service Representative II	Grade III (D-3) Water Distribution Certificate
	Grade IV (D-4) Water Distribution Certificate
	Grade III (T-3) Water Treatment Certificate
Lead Field Service Representative	Grade III (D-3) Water Distribution Certificate
	Grade IV (D-4) Water Distribution Certificate
	Grade III (T-3) Water Treatment Certificate
Lead Collections System Operator	Grade IV California Water Environment Association Collection System
Lead Field Operations Technician	Grade IV (D-4) Water Distribution Certificate
	Grade V (D-5) Water Distribution Certificate
	Grade II (T-2) Water Treatment Certificate
	Grade III (T-3) Water Treatment Certificate
Lead Wastewater Treatment Plant Operator	Grade IV Wastewater Treatment Plant Operator Certificate
	Grade V Wastewater Treatment Plant Operator Certificate
	Grade III Collection System Maintenance Certificate
Water Production Operator I	Grade II (D-2) Water Distribution Operator's Certificate
	Grade III (D-3) Water Distribution Operator's Certificate
	Grade II (T-2) Water Treatment Operator’s Certificate

	Grade III (T-3) Water Treatment Operator's Certificate
Water Production Operator II	Grade III (D-3) Water Distribution Operator's Certificate Grade IV (D-4) Water Distribution Operator's Certificate Grade II (T-2) Water Treatment Operator's Certificate Grade III (T-3) Water Treatment Operator's Certificate
Wastewater Treatment Plant Operator I	Grade II Wastewater Treatment Operator's Certificate Grade III Wastewater Treatment Operator's Certificate Grade II Collection System Maintenance Certificate
Wastewater Treatment Plant Operator II	Grade III Wastewater Treatment Plant Operator Certificate Grade IV Wastewater Treatment Plant Operator Certificate Grade III Collection System Maintenance Certificate

(Res. No. 2022-17, 07-18-2022; Res. No. 2022-32, 12-19-2022; Res. No. 2023-16, 07-17-2023; Res. No. 2024-18, 06-17-2024)

Section 3.06.080 – Bilingual Pay (Rule 40)

A. Eligibility – Employees who demonstrate, to the satisfaction of the District, the ability to communicate in a foreign language will receive a stipend in the amount of $25 per pay period. These employees may be required to communicate with customers, review literature that has been translated by third parties, and/or to translate simple documents from a foreign language to English or vice versa.

   Employees who wish to receive bilingual pay must apply by submitting the Bilingual Pay form to the Human Resources Department.

   Employees who do not pass to the District's satisfaction the initial language evaluation may reapply to be evaluated after 6 months.

B. Effective Date – The employee will receive a salary increase beginning the next full pay period after receiving a passing score in the foreign language evaluation.

C. After an absence of 30 days, bilingual pay ceases and will reinstate once the employee returns to work.

(Res. No. 2023-16, 07-17-2023; Res. No. 2024-18, 06-17-2024))

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Title 4 – FINANCE

Chapter 4.01 – GENERAL PROVISIONS

Section 4.01.010 – Interfund Transfers

The Controller is hereby authorized to record interfund transfers in accordance with budgeted interfund transfers. The Controller is hereby authorized to make payment of demands prior to Audit by the Board of Directors. The Controller is hereby authorized to execute the Board's instructions regarding District investments with maturities of less than one year.

(Res. No. 1993-15, 6-1-1993)

Section 4.01.020 – Procedures for the Sale and Disposal of Surplus Personal Property

A. Surplus personal property must be so declared by a resolution of the Board of Directors which contains a description of the property. The Board of Directors shall designate in the resolution which, if any of the property is of little or no value, or the criteria by which the General Manager may determine the property to be of little or no value.

B. The surplus property shall be sold or disposed of by the District's General Manager in the following manner:

    1. District surplus personal property shall be sold through a publicly noticed sale subject to sealed bids, with the highest bidder taking title and possession of the property. Employees and officers of the District may not bid or purchase at any sale conducted by the District. The General Manager shall determine the date of the sale. In the event of matching bids, the final decision of disposition will be made by the General Manager. The District reserves the right to reject any or all bids. At the General Manager's discretion, remaining surplus property may be offered at the next surplus sale or at no cost to any interested public or non-profit entity or disposed of at an appropriate disposal or recycling site.
    2. District surplus property determined by the Board of Directors or by the General Manager pursuant to the direction of the Board of Directors to be of little or no value, may be offered at no cost to any interested public or non-profit entity or disposed of at an appropriate disposal or recycling site.
    3. Where surplus property is to be offered at no cost to a public or non-profit entity, and where more than one entity may be interested in acquiring the property, the General Manager shall provide an informal process for notice and equitable determination of the final disposition of the property.

(Res. No. 2003-20, §§1, 2, 8-18-2003)

Section 4.01.030 – Assessment District 15

A. A public hearing has been duly held on September 18, 2017, and each and every step in the proceedings prior to and including the hearing has been duly and regularly taken. The

Board of Directors is satisfied with the correctness of the Final Report. Including the assessment and diagram and the maximum annual assessment for administrative expenses, the proceedings and all matters relating thereto.

B. The property within the Assessment District to be assessed as shown in the Final Report will be benefited by the Improvements.
C. The Board of Directors overrules and denies any and all protests, objections, and appeals made in regard to these proceedings. The Board of Directors further finds and determines that a majority of the ballots received are in favor of the assessment within Zone A. In tabulating the ballots, the ballots were weighted according to the proportional financial obligation of the affected property.
D. The Board of Directors orders the proposed Improvements to be acquired and constructed in accordance with the Final Report and these proceedings.
E. The amounts of the assessments shown in the Final Report and the proposed maximum annual assessment per parcel for administrative expenses shown are confirmed and are fixed said amounts.
F. The amounts to be assessed against the individual parcels shown on the assessment diagram contained in the Final Report are hereby approved and confirmed for Zone A; and the Board of Directors is authorized and directed to endorse the fact and date of such approval on the Final Report.
G. The assessment diagram and assessment for Zone A is to be placed on file in the office of the Superintendent of Streets, and the Secretary is authorized and directed to record, or cause to be recorded, the assessment diagram and assessment in the office of the County Recorder as required by Section 3114, 10401, and 10402 of the California Streets and Highways Code; and the Secretary shall record, or cause to be recorded, a Notice of Assessment as required by Section 3114 of said Code.
H. The Superintendent of Streets is authorized and directed to give notice of the recordation of the assessment for Zone A, as provided in Section 10404 of said Code.
I. The Superintendent of Streets is designated to receive the assessments paid during the 30 day cash payment period which shall commence on the date of recording the assessment diagram with the County Recorder.

(Res. No. 2017-26, §§ 1-9, 10-16-2017)

Section 4.01.040 – Assessment District 18

A. A public hearing has been duly held on November 18, 2019, and each and every step in the proceedings prior to and including the hearing has been duly and regularly taken. The Board of Directors is satisfied with the correctness of the Final Report, including the assessment and diagram and the maximum annual assessment for administrative expenses, the proceedings and all matters relating hereto.
B. The property within the Assessment District and Zones 1 through 7 therein to be assessed as shown in the Final Report and will be benefited by the Improvements.

C. The Board of Directors overrules and denies any and all protests, objections, and appeals made in regard to these proceedings. The Board of Directors further finds and determines that a majority of the ballots received are in favor of the assessment. In tabulating the ballots, the ballots were weighted according to the proportional financial obligation of the affected property.
D. The Board of Directors orders the proposed Improvements to be acquired and constructed in accordance with the Final Report and these proceedings.
E. The amount of the assessments shown in the Final Report and the proposed maximum annual assessment per parcel for administrative expenses shown are confirmed and are fixed in said amounts.
F. The amounts to be assessed against the individual parcels shown on the assessment diagram contained in the Final Report are hereby approved and confirmed; and the Board of Directors is authorized and directed to endorse the fact and date of such approval on the Final Report.
G. The assessment diagram and assessment is to be placed on file in the office of the Superintendent of Streets, and the Secretary is authorized to and directed to record, or cause to be recorded, the assessment diagram and assessment in the office of the County Recorder as required by Sections 3114, 10401, and 10402 of the California Streets and Highways Code; and the Secretary shall record, or cause to be recorded, a Notice of Assessment as required by Section 3114 of said Code.
H. The Superintendent of Streets is authorized and directed to give notice of recordation of the assessment, as provided in Section 10404 of said Code.
I. The Superintendent of Streets is designated to receive the assessments paid during the 30-day cash payment period.

(Res. No. 2019-25, §§ 1-9, 11-18-2019)

Section 4.01.050 – Assessment District Sewer Connection Financial Assistance Fund

A. Creation of the Assessment District Sewer Connection Financial Assistance Fund – The Assessment District Sewer Connection Financial Assistance Fund (the "Fund") shall be created, in the principal amount of $250,000.00 (two hundred and fifty thousand dollars), for the purpose of providing financing for sewer connections to commercial and owner-occupied residential property owners within Assessment Districts who qualify for said financial assistance as set forth herein below. Principal and interest payments received shall be returned to the Fund, until the Fund is terminated by Board action.
B. Eligibility and Qualifications
    1. The Fund shall be used solely for the purpose of providing financial assistance to qualifying property owners of owner-occupied residential property and commercial property. "Commercial Property" shall include but is not limited to multiple family dwellings and mobile home parks. "Owner-Occupied Residential Property" shall be defined as the primary residence per the Internal Revenue Service Code.

2. The maximum financial assistance amount available to each residential property connecting to the sewer system shall be $6,000 (six thousand dollars), for the abandonment of existing septic system, unless a greater amount is approved by the Board of Directors, on a case-by-case basis.
3. The entire amount of financial assistance shall be recorded against the property in the form of a non-transferable lien, and payment shall be made over the period of the connection financing agreement or sooner. Payments shall be included on the utility bill of the improved property, and delinquencies together with a 7% penalty on any unpaid balance shall be added to the Riverside County property tax bill of the improved property. The District reserves the right to foreclose on properties that become delinquent and all costs related to foreclosure shall be borne by the borrower.
4. The term of the assistance financing agreement shall not exceed ten (10) years and the entire remaining amount owed shall become due and payable on sale or refinancing of the property. Interest on the agreement shall be the higher of 5%, or the Local Agency Investment Fund (LAIF) yield rate for the most recent quarter ending June 30th.
5. Each applicant shall be required to comply with the District's application process.
6. The total amount of financial assistance provided to any qualifying applicant shall include the cost of any required appraisals, title reports, and District costs for establishing and administering the loan.

(Res. No. 2020-05, §§ 1-2, 03-16-2020)

Section 4.01.060 – Sewer Connection Financial Assistance Fund

A. Creating the Sewer Connection Financial Assistance Fund – A Sewer Connection Financial Assistance Fund (the "Fund") shall be created, in the principal amount of $1,000,000 (one million dollars), for the purpose of providing financing for sewer connections to residential and commercial property owners within the District who qualify for said financial assistance as set forth herein below, and which Fund may accrue interest which will be reinvested in the Fund. The Fund shall be self-sustaining, and payments made for connections through the Fund shall be returned to the Fund.
B. Eligibility and Qualifications for Financing from the Financial Assistance Fund
   1. The Fund shall be used solely for the purpose of providing financial assistance to qualifying residential and commercial property owners within existing Sewer Assessment Districts in the District, to whom sewer service is presently available. "Commercial Property" shall include, but is not limited to, multiple family dwellings and mobile home parks.
   2. Preference shall be given to assist those property owners who demonstrate septic system failure, or who have been given notice to connect by the District because of septic system failure.

3. The maximum financial assistance amount available to each residential property connecting to the sewer system shall be $4,000 (four thousand dollars), to cover application fees, connection fees and all costs of connection (including abandonment of existing septic service), unless a greater amount is approved by the Board of Directors, on a case-by-case basis. The maximum financial assistance amount available to commercial properties shall be established on a case-by-case basis, based on amount of assistance requested, available security and terms of repayment, and other factors which may be required by the Board of Directors, and is subject to final approval by the Board of Directors. The Board of Directors finds and determines that making low interest financial assistance available to facilitate connections to the sewer system provides a direct public benefit to groundwater quality, and further benefits the District's sewage collection and treatment program by adding new customers to the District sewer service.
4. The entire amount of connection assistance shall be recorded against the property in the form of a lien, and payment may be made over the period of the connection financing agreement.
5. The term of the assistance financing agreement shall not exceed ten (10) years, and the entire amount owed shall become due and payable on sale or refinancing of the property. Interest on the agreement shall be variable from year to year, and shall accrue at the rate realized by the District on its investments with the Local Agency Investment Fund (LAIF) for the preceding year.
6. Each financing assistance applicant shall provide written documentation of his/her/its previous application and denial of funding in the form of loans or grants from Housing & Community Development programs administered by the Riverside County Economic Development Agency and redevelopment/rehabilitation programs administered by the Desert Hot Springs Redevelopment Agency, or proof that such programs do not provide assistance to that property owner.
7. Qualifying applicants may use financial assistance funds, up to the maximum available under the Program, for connection to the District's water system, where sewer connection is also requested and where the property had previously not been connected to the District's water system.
7. The total amount of financial assistance provided to any qualifying property shall include the cost of any required appraisals, title reports and other administrative costs related to the establishment and collection of the loan.
8. Funds used to finance connection to the District's sewer system shall be secured by the real estate benefitted by the sewer connection, in the form of a recorded lien, with payments to be collected by the District over the period of the connection financing agreement, on the property owner's water and sewer bill, and/or as assessments placed on the property owner's tax bills. The details of the Program shall be administered by District staff, and the terms of each connection financing

agreement may be tailored to each property owner's particular situation and ability to make payments, except as set forth herein.

C. Termination of the Financial Assistance Fund. The Sewer Connection Financial Assistance Fund may be terminated at any time, and for any reason, by a majority vote of the Board of Directors.

(Res. No. 1995-26, §§ 1-3, 08-21-1995; Res. No. 1996-09, 03-18-1996)

Chapter 4.02 – RESERVES

Section 4.02.010 – Wastewater Capital Reserve Fund

The Board of Directors of Mission Springs Water District resolves, determines, and orders the establishment of a dedicated Wastewater Capital Reserve Fund which will exceed the minimum requirements of the provisions of the SRF loan, with contributions to said fund being determined in accordance with the following formula:

Annual Depreciation X 50% = Dedicated Fund Contribution

All earnings on this Wastewater Capital Reserve Fund shall become part of this fund along with principal payments. This Fund is dedicated to the future replacement, and major repairs, of the wastewater infrastructure of Mission Springs Water District.

(Res. No. 1995-10, 4-17-1995)

Section 4.02.020 – Water Capital Reserve Fund

The Board of Directors of Mission Springs Water District resolves, determines, and orders the establishment of a dedicated Water Capital Reserve Fund, with contributions to said fund being determined in accordance with the following formula:

Annual Depreciation X 50% = Dedicated Fund Contribution

All earnings on this Water Capital Reserve Fund shall become a part of this fund.

(Res. No. 1995-20, 6-19-1995)

Section 4.02.030 – Internal Services Capital Reserve Fund

The Board of Directors of Mission Springs Water District resolves, determines, and orders the establishment of a dedicated Capital Reserve Fund for its Internal Services (General Fund), with contributions to said fund being determined in accordance with the following formula:

Annual Depreciation X 50% = Dedicated Fund Contribution

All earnings on this Capital Reserve Fund for Internal Services shall become a part of this fund.

(Res. No. 1995-21, 6-19-1995)

Chapter 4.03 – INVESTMENTS

Section 4.03.010 – Investment Policy

A. Introduction

1. The purpose of this Investment Policy (Policy) is to provide guidelines for the prudent investment of the Mission Springs Water District's (District) funds in conformance with California Government Code and other legal requirements governing the investment of public funds. This Policy hereby incorporates by reference the requirements of California Government Code, Sections 53600 et seq. and 53630 et seq. except to the extent that this Policy establishes a more restrictive standard, in which case the more restrictive standard shall apply. Funds will be managed to provide for daily cash flow requirements and to meet the objectives of this Policy.
2. This Policy applies to all operating and reserve funds of the District, which are under the control of the General Manager and/or the Director of Administrative Services (DAS). These funds are accounted for in the District's Annual Financial Statements.
3. Bond proceeds shall be invested in securities permitted by the applicable bond documents. If the bond documents are silent as to the permitted investments, bond proceeds will be invested in the securities permitted by this Policy. The US Tax Reform Act of 1986 requires the District to perform arbitrage calculations as required and return excess earnings to the US Treasury from investments of proceeds of bond issues sold after the effective date of this law. These arbitrage calculations may be contracted with an outside source to provide the necessary technical assistance to comply with this regulation. Investable funds subject to the 1986 Tax Reform Act will be kept segregated from other funds and records will be kept in a fashion to facilitate the calculations.

B. Investment Objectives

1. As specified in Government Code Section 53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, the primary objectives, in priority order, of the District's investment activities and of this Policy shall be:
   a. Safety – Safety of principal is the District's foremost investment objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the District will diversify its investments by investing funds among independent financial institutions offering a variety of securities with independent returns. Investments shall be made with the aim of avoiding capital losses due to issuer default, broker-dealer default, or market value erosion.
   b. Liquidity – The investment portfolio will remain sufficiently liquid to enable the District to meet all operating requirements which are reasonably anticipated.

c. Yield – The District's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, as long as it does not diminish the objectives of Safety and Liquidity.

C. Delegation of Authority
   1. The authority of the District's Board of Directors ("Board") to invest or reinvest funds of the District is delegated by Board Resolution in conjunction with the annual investment policy review. Management responsibility for the investment program is hereby delegated to the DAS who shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials, and their procedures in the absence of the DAS. The DAS shall establish procedures for the management of investment activities, including the activities of staff consistent with this Policy.
   2. The DAS may retain the services of an outside investment advisor or manager as approved by the Board to assist with the District's investment program. Qualified outside managers will be either SEC Registered Investment Advisors or Bank Money Managers. The investment advisor shall make all investment decisions and transactions in strict accordance with State and Federal law, this Policy and such other written instructions as are provided. The performance and service levels of investment advisors and managers shall be reviewed annually.

D. Prudence
   1. All participants in the investment process shall recognize that the investment program is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism worthy of the public trust. The standard of prudence to be used by the District shall be the "prudent investor" standard and shall be applied in the context of managing the overall portfolio. The DAS and the delegated investment officers, acting in accordance with written procedures and this Policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.
   2. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.
   3. The DAS shall review the investment policy on an annual basis and submit the policy to the District's Board for review and approval.

E. Ethics and Conflicts of Interest
   1. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the District's General Manager any material

financial interest in the financial institutions that conduct business with the District and they shall further disclose any large personal financial/investment positions that could be related to the performance of the District.

F. Authorized Broker-Dealers
   1. A competitive process, whenever practical, will be used for investment transactions. For any investment transaction not conducted directly with the issuer, it shall be the District's policy to purchase securities only from authorized institutions and firms. No deposit of public funds shall be made except in a qualified public depository as established by state laws.
   2. The DAS shall maintain a list of authorized broker/dealers and financial institutions that are approved for investment purposes. All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate and deemed by the District:
      a. Must be in business for at least three (3) years.
      b. Proof of Financial Industry Regulatory Authority (FINRA) certification (not applicable to Certificate of Deposit counterparties).
      c. Proof of state registration.
      d. Certification of having read and understood and agreeing to comply with the District's Policy and are free of conflicts of interest.
      e. Evidence of adequate insurance coverage.
   3. If the District has contracted with an investment advisor to provide investment services, the investment advisor may use their own list of approved issuers, brokers/dealers, and financial institutions to conduct transactions on the District's behalf.

G. Authorized Investments
   1. The District's investments are governed by the Government Code. Within the investments permitted by the Government Code, the District seeks to further restrict eligible investments to the investments listed below. In the event an apparent discrepancy is found between this Policy and the Government Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the time the security is purchased. Ratings, where shown, specify the minimum credit rating category required at purchase without regard to +/- or 1, 2, 3, modifiers, if any. In the event a security held by the District is subject to a credit rating change that brings it below the minimum credit ratings specified in this Policy, the DAS should notify the Board of the change. The course of action to be followed will then be decided on a case-by-case basis, considering such factors as the reason for the change, prognosis for recovery or further rate drops, and the market price of the security.
      a. United States Treasury Issues – United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United

States are pledged for the payment of principal and interest. There is no limitation as to the percentage of the portfolio that may be invested in this category.

b. Federal Agency Obligations – Federal agency or United States government-sponsored enterprise senior debt obligations, participations, mortgage-backed securities or other instruments, including those issued by or fully guaranteed as to principal and interest by Federal agencies or United States government-sponsored enterprises. There is no limitation as to the percentage of the portfolio that may be invested in this category; however, purchases of callable Federal Agency obligations are limited to a maximum of 30 percent of the portfolio.

c. Municipal Debt – Registered treasury notes or bonds of this state or any of the other 49 United States, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of this state or any of the other 49 United States.

   Bonds, notes, warrants, or other evidences of indebtedness of any local agency, including the District's own bonds, within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, operated by the local agency, or by a department, board, agency, or authority of the local agency. Purchases are limited to securities that have a long-term debt rating of at least "A", or its equivalent, by a Nationally Recognized Statistical Rating Organization (NRSRO); and/or have short-term debt rating of at least "A-1", or its equivalent, by a NRSRO. A maximum of 30 percent of the portfolio may be invested in this category.

d. Medium-Term Notes – Medium-term notes are defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Purchases are limited to securities that have a long-term debt rating of at least "A", or its equivalent, by a NRSRO. A maximum of 30 percent of the portfolio may be invested in this category.

e. Negotiable Certificates of Deposit – Negotiable certificates of deposit (NCDs) issued by a nationally or state-chartered bank, a saving association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases are limited to institutions that have a long-term debt rating of at least "A", or its equivalent, by a NRSRO; and/or have short-term debt rating of at least "A-1", or its equivalent, by a NRSRO. NCDs for which the full amount of the principal and the interest that may be accrued during the maximum term of each certificate is insured by federal deposit insurance are exempt from the rating requirements. A maximum of 30 percent of the portfolio may be invested in this category.

f. Placement Service Deposits – Deposits placed through a deposit placement service shall meet the requirements under Government Code Section 53601.8. The full amount of the principal and the interest that may be accrued during the maximum term of each deposit shall at all times be insured by federal deposit insurance. A maximum of 30 percent of the portfolio may be invested in this category.

g. Bank Deposits – FDIC insured or fully collateralized bank deposits, including, but not limited to, demand deposit accounts, savings accounts, market rate accounts, and time deposits. To be eligible to receive District deposits, the financial institution must be located in California and have received a minimum overall satisfactory rating, under the Community Redevelopment Act, for meeting the credit needs of California Communities in its most recent evaluation. The amount on deposit in any financial institution shall not exceed the shareholder's equity. Bank deposits are required to be collateralized as specified under Government Code Section 53630 et. seq. The DAS, at his/her discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. The District shall have a signed agreement with any depository accepting District funds per Government Code Section 53649. The maturity of time deposits (TCDs) may not exceed 1 year. There is no limit on the percentage of the portfolio that may be invested in bank deposits. However, a maximum of 20 percent of the portfolio may be invested in TCDs.

h. Commercial Paper – Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions:
   i. Is organized and operating in the United States as a general corporation.
   ii. Has total assets in excess of five hundred million dollars ($500,000,000).
   iii. Has debt other than commercial paper, if any, that is rated at least "A", or its equivalent, by a NRSRO.

   Eligible commercial paper shall have a maximum maturity of 270 days or less and not represent more than 10 percent of the outstanding paper of an issuing corporation. A maximum of 25 percent of the portfolio may be invested in this category.

i. Bankers' Acceptances – Bankers' acceptances, otherwise known as bills of exchange or time drafts, which are drawn on and accepted by a commercial bank. Purchases are limited to bankers' acceptances issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System. Purchases of bankers' acceptances are restricted to issuing financial institutions with a short-term debt rating of at least "A-1", or its equivalent, by a NRSRO. A maximum of 25 percent of the portfolio may be invested in this category.

j. State of California Local Agency Investment Fund (LAIF) – There is no limitation as to the percentage of the portfolio that may be invested in this category. However, the amount invested may not exceed the current maximum allowed by LAIF.

k. Local Government Investment Pools (LGIP) – Shares of beneficial interest issued by a joint powers authority organized pursuant to Government code Section 6509.7. To eligible for purchase, the LGIP fund shall meet all of the following conditions:

   i. Must meet the requirements of California Government Code Section 53601(p).
   ii. The pool must be rated at least "A", or its equivalent, by a NRSRO.

   A maximum of 50 percent of the portfolio may be invested in any individual LGIP fund.

   Whenever the District has any funds invested in a Local Government Investment Pool, the DAS shall maintain on file a copy of the pool's current information statement. In addition, the DAS should review the pool's summary portfolio holdings on a quarterly basis.

l. Money Market Funds– Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission.

   The company shall have met either of the following criteria:

   i. Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs.
   ii. Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years of experience managing money market mutual funds with assets under management in excess of five hundred million dollars ($500,000,000).

   A maximum of 20 percent of the portfolio may be invested in this category.

   If the District has funds invested in a money market fund, a copy of the fund's information statement shall be maintained on file. In addition, the DAS should review the fund's summary holdings on a quarterly basis.

m. Repurchase Agreements – Repurchase agreements are to be used as short-term investments not to exceed 90 days. Repurchase agreements shall only be made with counterparties that are primary dealers of the Federal Reserve Bank of New York or a nationally or state-chartered bank that has or has had a significant banking relationship with the District. Furthermore, the counterparty shall have the following qualifications:

   i. A long-term debt rating of at least "A", or its equivalent, by a NRSRO.

ii. A short-term credit rating of at least "A-1", or its equivalent, by a NRSRO.
iii. Minimum assets and capital size of $25 billion in assets and $350 million in capital.
iv. Five years of acceptable audited financial results.
v. A strong reputation among market participants.

The District shall have a properly executed master repurchase agreement with each counterparty for which it enters into an agreement for repurchase agreements. Collateral of at least 102 percent of market value of principal and accrued interest is required. For any repurchase agreement with a term of more than one day, the value of the underlying securities must be reviewed on an on-going basis according to market conditions. Market value must be calculated each time there is a substitution of collateral. Collateral is limited to obligations of the United States government and its agencies. Collateral must be delivered to the District's custodian bank or handled under a properly executed master repurchase agreement. The District, or its trustee, shall have a perfected first security interest in all collateral. A maximum of 10 percent of the portfolio may be invested in this category.

n. Supranationals – United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Purchases are limited to securities that have a long-term debt rating of at least "AA", or its equivalent, by a NRSRO. A maximum of 30 percent of the portfolio may be invested in this category.

H. Diversification and Maximum Maturities

1. It is the policy of the District to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from over-concentration of assets in a specific maturity, a specific issuer or a specific class of securities. Diversification strategies shall be determined and revised periodically. Adequate diversification shall be applied to the individual issuers of debt, both within each class of investments and collectively. With the exception, of U.S. Treasuries, Federal Agency securities, LGIPs, and LAIF, the District's investment in any one issuer is limited to 20 percent of the District's surplus funds.
2. To the extent possible, the District will attempt to match its investments with anticipated cash flow requirements. The maximum maturity of individual investments shall not exceed the limits set forth in Section G. Where no maturity limit is stated, no investment shall exceed a maturity of five years from the date of purchase unless the Board has granted express authority to make that investment either specifically or as a part of an investment program approved by the Board no less than three months

prior to the investment. With respect to maximum maturities, this Policy authorizes investing bond reserve funds beyond five years if the maturity of such investments is made to coincide with as nearly as practicable with the expected use of the funds.

I. Prohibited Investments
   1. Section 53601.6 of the Government Code lists certain investments that are prohibited. Prohibited investments shall include, but are not limited to, equity securities, inverse floaters, range notes, interest-only strips that are derived from a pool of mortgages, or any investment that could result in zero interest earned if held to maturity.
   2. The purchase of any investment permitted by the Government Code, but not listed as an authorized investment in this Policy is prohibited without the prior approval of the Board.

J. Performance
   1. The investment performance of the District's operating portfolio shall be evaluated and compared to an appropriate benchmark in order to assess the success of the investment program relative to the District's Safety, Liquidity, and Yield objectives. This review will be conducted annually with the Board.

K. Investment Reporting
   1. The DAS will prepare a monthly report of investment that shall include a complete description of the portfolio, type of investments, issuers, maturity dates, par values, and current market values of each component of the portfolio, list of transactions, including funds managed for the District by third party contract managers. The report will include a certification that:
      a. All investment actions executed since the last report has been made in full compliance with this Policy.
      b. The report shall include a statement denoting the ability of the District to meet its expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

L. Internal Control
   1. The DAS is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the District are protected from loss, theft or misuse. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that:
      a. The cost of a control should not exceed the benefits likely to be derived.
      b. The valuation of costs and benefits requires estimates and judgments by management. Accordingly, the DAS shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

M. Safekeeping and Custody
   1. To protect against fraud or embezzlement or losses caused by collapse of an individual securities dealer, all securities owned by the District shall be held in safekeeping by a

third party bank trust department, acting as agent for the District under the terms of a custody agreement. All trades executed by a dealer will settle delivery vs. payment (DVP) through the District's safekeeping agent. Securities held in custody for the District shall be independently audited on an annual basis to verify investment holdings.

N. Policy Adoption and Review – This Policy shall be adopted by resolution of the Board. Moreover, the Policy shall be reviewed on an annual basis by the Board and modification, if any, must be approved by resolution of the Board.

(Res. No. 2017-05, 02-21-2017)

Section 4.03.020 – Local Agency Investment Fund

The Board of Directors hereby authorizes the deposit and withdrawal of the Mission Springs Water District monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein.

(Res. No. 1994-09, 03-21-1994)

Section 4.03.030 – Investment Trust of California (CalTRUST)

A. The Mission Springs Water District shall join with other public agencies pursuant to and in accordance with the Joint Exercise of Powers Act by executing the Joint Powers Agreement and thereby becoming a Participant in the Joint Power Authority, which Joint Powers Agreement is hereby approved and adopted, notwithstanding other investments held by the District or current investment policies that otherwise may be in effect for the District so long as the Joint Powers Authority invests only in securities and other instruments permitted for investment by public agencies pursuant to applicable California law. A copy of the Joint Powers Agreement shall be filed with the minutes of the meeting at which this Resolution was adopted. The District is hereby authorized to execute, and the Attesting Officer of the Governing Body is hereby authorized to attest and deliver, the Joint Powers Agreement, in substantially the form presented at this meeting.

B. The Mission Springs Water District is hereby authorized to purchase shares of beneficial interest issued by the Joint Powers Authority from time to time with available funds of the District, and to redeem some or all of those shares from time to time as such funds are needed, notwithstanding other investments held by the District or current investment policies that otherwise may be in effect for the District so long as the Joint Powers Authority invests only in securities and other instruments permitted by public agencies pursuant to applicable California law.

C. The appropriate officers, agents, and employees of the Mission Springs Water District are hereby authorized and directed in the name of and on behalf of the District to take all actions and to make and execute any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they, or any of them, might deem necessary or appropriate in order to accomplish the purposes of this Resolution.

D. The Treasurer or principal financial officer of the Mission Springs Water District is hereby delegated authority of the Board of Directors of the District to take all actions and to make and execute any and all instruments, which he or she might deem necessary or appropriate in order to carry out the purposes of the Board of Directors in adopting this Resolution, including, without limitation, the authority to extend the maturity of any investments made pursuant to this Resolution in accordance with applicable California law.
E. Nothing contained in this Resolution shall be deemed to infringe upon the right of the Mission Springs Water District or the Board of Directors or Treasurer or principal financial officer of the District to make other investments outside of the mandate of this Resolution in accordance with applicable California law to the fullest extent permitted thereunder.

(Res. No. 2017-10, 5-15-2017)

Chapter 4.04 – DEBT MANAGEMENT POLICY

Section 4.04.010 – Introduction

A. Purpose and Overview – In its publication entitled Best Practice Debt Management Policy, the Government Finance Officers Association states that debt management polices are written guidelines, allowances, and restrictions that guide debt issuance practices of Board adopted issuance processes, management of a debt portfolio, and adherence to state and federal laws and regulations. A debt management policy should improve the quality of decisions, and articulate policy goals, provide guidelines for the structure of debt issuance, and demonstrate a commitment to long-term capital financial planning. The Mission Springs Water District Debt Management Policy (the "Policy") as set forth herein provides a set of comprehensive guidelines for the issuance and management of the Mission Springs Water District's (the "District") debt portfolio. Adherence to the Policy is essential to ensure the District maintains a diversified debt portfolio that supports the District's financing needs and minimizes the District's cost of funds.
B. Roles and Responsibilities
    1. Director of Administrative Services – The primary responsibility for debt management rests with the Director of Administrative Services. The Director of Administrative Services shall:
        a. Provide for the issuance of District debt at the lowest possible cost and risk,
        b. Determine the available debt capacity of the District,
        c. Provide for the issuance of District debt at appropriate intervals and in reasonable amounts as required to fund approved and budgeted capital expenditures.
        d. Recommend to the District's Board of Directors (the "Board") the method and manner of sale of District debt.
        e. Monitor opportunities to refund debt and recommend such refunding as appropriate to reduce costs or to achieve other policy objectives.

f. Comply with all Internal Revenue Service ("IRS"), Municipal Securities Rulemaking Board ("MSRB"), Securities and Exchange Commission, and California Debt Investment Advisory Commission rules and regulations governing the issuance of debt.
g. Maintain a current database with all outstanding debt.
h. Provide for the timely payment of principal and interest on all debt.
i. Comply with all terms and conditions, including continuing disclosure, required by the legal documents governing the debt issued.
j. Submit to the Board all recommendations to issue debt in accordance with this Policy.
k. Distribute to appropriate repositories information regarding the District's financial condition and affairs at such times and in the form required by law, regulation, and general practice.
l. Provide for the frequent distribution of pertinent information to the rating agencies.
m. Apply and promote prudent fiscal practices; and.
n. To Ensure that proceeds of any debt issued in accordance with its governing documents and this Policy, no disbursements shall be made without the approval of the Director of Administrative Services and General Manager. The draw request shall be provided to the District by the project engineer with the consent of the District's inspector. Approval shall only be provided when the Director of Administrative Services is in receipt of an appropriate certification from the construction project manager with supporting invoices from suppliers and/or contractors evidencing appropriate expenses in connection with the project.

2. In the case of an issue of bonds the proceeds of which will be used by a governmental entity other than the District, the District may rely upon a certification by such other governmental entity that it has adopted the debt management policies described in Senate Bill No. 1029.

(Res. No. 2017-11, § 1, 5-15-2017)

Section 4.04.020 – Legal Governing Principles

In the issuance and management of debt, the District shall comply with all legal constraints and conditions imposed by federal, state, and local law. The following section highlights the key governing documents and certain debt limitations.

A. Governing Law

1. County Water District Law – The District was established in 1953 as a county water district under the County Water District Law, Division 12 of the Water Code of the State of California for purposes of supplying water for domestic, irrigation, sanitation, industrial, commercial, recreation, and fire suppression use.

2. Federal Tax Law – The District shall issue and manage debt in accordance with the limitations and constraints imposed by federal tax law, to maximize its ability to sell tax-exempt debt. Such constraints include, but are not limited to, private activity tests, review of eligible projects, spend-down test, and arbitrage rebate limitations.
3. Securities Law – The District shall comply with the requirements of federal and state securities laws in offering District debt and the District shall comply with securities law requirements in providing ongoing disclosure to the securities markets.

B. Permitted Debt by Type

The District may legally issue both short-term and long-term debt, using the debt instruments described below. The Director of Administrative Services, in consultation with the District's General Counsel, Bond Counsel, and Financial Advisor shall determine the most appropriate instrument for funding purposes.

1. General Obligation Bonds – The District is empowered, under California law, to levy taxes on all taxable property within its boundaries for the purpose of paying its voter-approved general obligation bonds subject to certain limitations.
2. Certificates of Participation - Certificates of Participation (COP) provide debt financing through a lease, installment sale agreement or contract of indebtedness and typically do not require voter approval. Board action is sufficient to legally authorize a COP issue. The District shall pledge net revenues to the repayment of its COPs, under the terms and conditions specified in the Indenture.
3. JPA Revenue Bonds – As an alternative to COPs, the District may obtain financing through the issuance of debt by a joint exercise of powers agency with such debt payable from amounts paid by the District under a lease, installment sale agreement, or contract of indebtedness.
4. Commercial Paper – The District may issue short-term revenue certificates, including commercial paper and extendable commercial paper. Board action is sufficient to legally authorize a commercial paper issue. Voter approval is not required to issue commercial paper.
5. Lines of Credit – The District may enter into financing arrangements providing for a source of funds that can be readily accessed by the District for capital or operational needs. Board action is sufficient to legally authorize the establishment of a line of credit. Voter approval is not required to establish or access a line of credit.
6. Variable Rate Debt – The District is authorized to issue variable rate debt including, but not limited to, public market indexed notes, indexed notes or loans placed directly with financial institutions and other alternative variable rate and market access products as well as traditional variable rate demand obligations backed by bank liquidity facilities. Prior to the issuance of variable rate debt, the savings and

other possible advantages compared to a fixed rate borrowing will be evaluated and a comparative analysis presented to the Board as part of the approval process.

7. Refunding Revenue Bonds – The District is authorized to issue refunding revenue bonds to refund outstanding District indebtedness pursuant to the State of California local agency refunding revenue bond law (Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California).
8. Loans – The District is authorized to enter into loans, installment payment obligations, or other similar funding structures secured by a prudent source, or sources of repayment.
9. Assessment Bonds – The District is authorized to issue assessment bonds pursuant to the Improvement Bond Act of 1915, subject to requirements imposed by Proposition 218. Such bonds are typically repaid from assessments collected within an assessment district formed pursuant to the Municipal Improvement Act of 1913. Assessments are levies of charges on real property to pay for projects or services that specifically benefit that parcel of property.
10. Special Tax Bonds – The District is authorized to issue special tax bonds pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, and Title 5 of the Government Code of the State of California.

C. Limitations on Debt Issuance

1. Short-Term Debt – The District's short-term debt shall not exceed 30 percent of its total debt at the time of issuance. The calculation of short-term debt shall include any variable rate obligation, the authorized amount of commercial paper, and any notes/bonds with a maturity equal to or less than five years.
2. Variable Rate Debt – the Director of Administrative Services will consult with the District's Financial Advisor to determine appropriate parameters for the issuance of variable rate debt and may rely on rating agency standards and other industry standards for establishing prudent financial goals and establishing the amount of variable rate debt to be issued.
3. Subordinate Lien Long-Term Debt – The District's subordinate lien debt shall be limited to that amount for which current and projected revenues generate overall debt service coverage of at least 125 percent. The calculation of debt service shall not include General Obligation Bonds, Assessment Bonds, or Special Tax Bonds to which revenue sources other than pledged revenues, as defined in the governing legal documents related to such debt, are pledged.
4. Senior Lien Long-Term Debt – The District's senior lien long-term debt shall be limited to that amount for which current and projected revenues generate senior lien debt service coverage of at least 125 percent. The calculation of debt service shall not include General Obligation Bonds, Assessment Bonds, or Special Tax Bonds to which revenue sources other than pledged revenues, as defined in the governing legal documents related to such debt, are pledged. It should be noted that the District will issue debt to attempt to meet the senior lien debt service

coverage target of 125 percent in keeping with it prudent financial management practices and to maintain credit rating aligned with rating agency methodologies.

5. Purpose for Borrowing – The District shall issue debt solely for the purpose of financing the cost of design, engineering acquisition, and/or construction of water and wastewater system improvements in furtherance of the District's Capital Improvement Program. Additionally, the District may, subject to Federal tax code limitations, include operational expenses in any debt issuance.
6. Ethical Standards Governing Conduct – Members of the District, the Board and its consultants, service providers, and underwriters shall adhere to standards of conduct as stipulated by the California Political Reform Act, as applicable. All debt financing participants shall maintain the highest standards of professional conduct at all times, in accordance with:
    a. MSRB Rules, including Rule G-37 and G-42 shall be followed at all times;
    b. Debt financing participants will assist the District staff in achieving its goals and objectives as defined in this Policy;
    c. All debt financing participants shall make cooperation with the District staff their highest priority.
7. Use of Derivatives – The use of derivative products can, among other things, increase District financial flexibility and provide opportunities for interest rate savings or enhanced investment yields. Careful monitoring of such projects is required to preserve District credit strength and budget flexibility. Swaps will not be used to speculate on perceived movements in interest rates. Before the District enters into any derivative product associated with debt, the Board shall adopt an interest rate swap policy.

(Res. No. 2017-11, § 2, 5-15-2017)

Section 4.04.030 – Integration of Capital Planning and Debt Activities

A. Evaluating Capital Improvement Program Spending – The District shall develop and maintain a capital finance model to evaluate the impact of capital program spending, operations and maintenance costs, and debt service on its financial condition. To that end, the Director of Administrative Services shall oversee the ongoing maintenance of quantitative modeling that includes, but is not limited to, the following:
    a. Five years of historic and projected cash flows
    b. Five years of historic and projected capital expenditures
    c. Five years of historic and projected operating costs
    d. Five years of historic and projected fund balances for any funds established by the District's then-adopted reserve policy, if any
    e. Five years of historic and projected debt service coverage
    f. The most efficient mix of funding sources (long-term debt, short-term debt, and cash)
    g. Projected revenue requirements

h. Projected rates and charges

(Res. No. 2017-11, § 3, 5-15-2017)

Section 4.04.040 – Procurement and Evaluation of Professional Services

A. Appointment of Service Providers – At their discretion, the Director of Administrative Services may solicit from time-to-time bids, quotes, or proposals including sole source proposals for the following services on an as-needed basis.
   a. Financial Advisor – Service provider that ensures the District complies with all financial management procedures and policies and ensures successful closing for bond transactions
   b. Bond Counsel – Service provider that drafts appropriate documentation to ensure successful and timely closing and creates valid and legally binding security for bond issues and provides appropriate advice and taking appropriate actions to ensure legal validity of bond issues under State and Federal laws as applicable.

(Res. No. 2017-11, § 4, 5-15-2017)

Section 4.04.050 – Transaction-Specific Policies

A. Method of Sale – The Director of Administrative Services shall determine the most appropriate form of sale of its debt. In making a recommendation to the Board, the Administrative Services Manager may consult with the District's Financial Advisor and Bond Counsel and may take into account, among other things, the type and tenor of the proposed debt, the District's credit ratings, the amount of funding necessary, the timing of the needed funds, local and national economic conditions, and general bond market conditions.
B. Competitive Bid Method – When necessary to minimize the costs and risks of any District borrowing, the Director of Administrative Services may submit to the Board a request to sell bonds on a competitive basis. Such bids may take the form of hand-delivered or electronically transmitted offers to purchase the bonds. Any competitive bid basis will be sold to the bidder proposing the lowest true interest cost to the District provided the bid conforms to the official notice of sale.
C. Negotiated Bid Method – A negotiated bond issue will provide for the sale of debt by negotiating the terms and conditions of the sale, including price, interest rates, credit facilities, underwriter or remarketing fees, and commissions. Examples of such sales include:
   1. Variable rate demand obligations
   2. An issue of debt so large the number of potential bidders would be too limited to provide the District with truly competitive bids
   3. An issue requiring the ability to react quickly to sudden changes in interest rates (e.g. refunding bonds)
   4. An issue requiring intensive marketing efforts to establish investor acceptance
   5. An issue of debt with specialized distribution requirements
   6. An issue of debt sold during a period of extreme market disruption or volatility

If bonds are sold on a negotiated basis, the negotiations of terms and conditions shall include, but not be limited to, prices, interest rates, underwriting or remarketing fees, and underwriting spreads and timing of sale. The District, with the assistance of its Financial Advisor, shall evaluate the terms offered by the underwriting team. Guidelines with respect to price, interest rates, fees, and underwriting spreads shall be based on prevailing terms and conditions in the marketplace for comparable issuers, credit ratings, tenor, and par amount.

If more than one underwriter is included in the negotiated sale of debt, the District shall establish appropriate levels of liability, participation, and priority of orders. Such levels shall be based upon District policy with regards to the underwriting responsibility among the team members, the desired allocation of total fees, and the desired distribution of bonds. Guidelines for establishing liability, participation, and priority of order shall be based on prevailing terms and conditions in the marketplace for comparable issuers.

The District shall, with the assistance of its Financial Advisor, oversee the bond allocation process. The bond allocation process shall be managed by the lead underwriter, with the following requirements:

1. The bonds are allocated fairly among members of the underwriting team, consistent with the previously negotiated terms and conditions
2. The allocation process complies with all MSRB regulations governing order priorities and allocations
3. The lead underwriter shall submit to the Director of Administrative Services a complete and timely account of all orders, allocations, and underwriting activities with the investor names identified as appropriate.

The Director of Administrative Services shall require a post-sale analysis and reporting for each negotiated bond sale. The Financial Advisor or the lead underwriter may perform such analysis. A post-sale analysis will include, but not be limited to:

1. Summary of the pricing, including copies of the actual pricing values
2. Results of comparable bond sales in the market at the time of the District's pricing
3. Detailed information on orders and allocation of bonds, by underwriting firm
4. Detailed information on final designations earned by each underwriter
5. Summary of total compensation received by each underwriter

D. Structural Elements
    1. Pledge of Revenues – the District's pledge of revenues shall be determined for each debt issue depending upon the debt instrument:
        a. General Obligation Bonds of the District shall be repaid from voter-approved property taxes on property within the jurisdiction of the District
        b. Certificates of Participation of the District shall be repaid from net revenues, as defined in the Indenture
        c. Revenue Bonds of the District shall be repaid from net revenues, as defined in the Indenture

   d. Loans of the District my be repaid from net revenues of the water and/or wastewater systems, or other financially prudent sources of repayment
   e. Assessment Bonds of the District shall be repaid levies or charges collected within an assessment district formed by the District pursuant to the Municipal Improvement Act of 1913
   f. Special Tax Bonds of the District shall be payable from net special taxes collected in applicable taxing jurisdiction as a result of the levy of special taxes
2. Maturity – The District may issue tax-exempt debt with an average life equal to, but no greater than 150% of, the average life of the assets being financed. The final maturity of the debt should be no longer than 30 years absent compelling circumstances or facts. Factors to be considered when determining the final maturity of debt include the average useful life of the asset being financed, relative level of interest rates, intergenerational equity, and the year-to-year differential in interest rates.
3. Maturity Structure – The District's long-term debt may include serial and term bonds. Other maturity structures may also be considered if they are consistent with prudent financial management practices.
4. Coupon Structure – Debt may include par, discount, and premium. Discount and premium bonds must be demonstrated to be advantageous relative to par bond structures taking into consideration market conditions and opportunities. For variable rate debt, the variable rate may be based on one of a number of commonly used interest rate indices and the index will be determined at the time of pricing.
5. Debt Service Structure – Debt service may be structured primarily on an approximate level (combined annual principal and interest) basis. Certain individual bond issues, such as refunding bonds, may have debt service that is not level. However, on an aggregate basis, debt service should be structured primarily on a level basis.
6. Redemption Features – In order to preserve flexibility and refinancing opportunities, District debt will generally be issued with call provisions. The District may consider calls that are shorter than traditional and/or non-call debt when warranted by market conditions and opportunities. For each transaction, the District will evaluate the efficiency of call provision alternatives.
7. Credit Enhancement – The District shall competitively procure credit enhancement for an original sale of bonds if the Director of Administrative Services, in consultation with the Financial Advisor and the senior underwriter, determines that it is cost effective to do so. The Director of Administrative Services may in consultation with the Financial Advisor and the senior underwriter determine that due to certain circumstances a sole source procurement process may be more advantageous than a competitive process.
8. Senior/Subordinate Lien – The District may utilize both a senior and a subordinate lien structure. The choice of lien will be determined based on such factors as overall cost of debt, impact on debt service, impact on rates, and marketing considerations.

9. Debt Service Reserve Funds – The District shall provide for debt service reserve funds to secure District debt when necessary.

(Res. No. 2017-11, § 5, 5-15-2017)

Section 4.04.060 – Communication and Disclosure

A. Rating Agencies – The District shall maintain its strong ratings through prudent fiscal management and consistent communications with the rating analysts. The Director of Administrative Services shall manage relationships with the rating analysts assigned to the District's credit, using both informal and formal methods to disseminate information. Communication with the rating agencies may include one or more of the following:
    1. Full disclosure on an annual basis of the financial condition of the District
    2. A formal presentation, at least annually or as becomes necessary to the rating agencies, covering economic, financial, operational, and other issues that impact the District's credit
    3. Timely disclosure of major financial events that impact the District's credit
    4. Timely dissemination of the Annual Financial Report, following its acceptance by the District's Board
    5. Full and timely distribution of any documents pertaining to the sale of bonds
    6. Periodic tours of the water system operations, as appropriate
B. Bond Insurers – The Director of Administrative Services shall manage relationships with the bond insurers, to the extent any debt is so insured, by providing appropriate information. Communication with other bond insurers shall be undertaken when the Director of Administrative Services, with the assistance of the District's Financial Advisor, determines that credit enhancements is cost effective for a proposed bond issue.
C. Disclosure Reports – The District shall comply with its disclosure undertakings and make disclosure reports readily available to market participants through the Electronic Municipal Market Access (EMMA) website.
D. Web Site – The District may use its website as a tool for providing timely information to investors.

(Res. No. 2017-11, § 6, 5-15-2017)

Section 4.04.070 – Refunding Policies

The District shall strive to refinance debt to maximize savings and minimize the cost of funds as market opportunities arise. A net present values analysis will be prepared that identifies the economic effects of any refunding to be proposed to the Board. The District shall target a 3% net present value savings for current and 5% for advance refunding transactions. Upon the advice of the Director of Administrative Services, with the assistance of the Financial Advisor and Counsel, the District will consider undertaking refunding for other than economic purposes, such as to restructure debt, change the type of debt instruments being used, or to retire a bond issue and indenture in order to remove undesirable covenants.

A. Savings Thresholds – Minimum savings thresholds have been established to help guide the economic analysis of refunding bonds. The minimum savings guidelines are applicable

on a maturity-by-maturity basis and are expressed as a percentage of refunded bond par calculated by dividing the expected net present value savings generated by the proposed refunding by the par amount of refunded bonds. At the recommendation of the Director of Administrative Services, with the assistance of the Financial Advisor, the District may complete a refunding for net present values savings equal to the target specified above on an aggregate bond issue basis rather than a maturity-by-maturity basis. Generally, the District shall only refund bonds to generate debt service savings of the specified minimum savings set forth in the previous paragraph can be achieved.

B. Coupon on Refunded Bond – the Director of Administrative Services may take into consideration whether the coupon on the refunded bond is significantly higher or lower than the most common outstanding bond coupons of approximately five percent.
C. General Interest Rate Environment – The Director of Administrative Services may take into consideration whether the available refunding bond interest rates are generally high or generally low relative to long-term averages of historical rates.
D. General Interest Rate Outlook – The Director of Administrative Services may take into consideration the general outlook for future interest rates, as derived from economic forecasts, market forecasts, implied forward rates, or other sources.
E. Debt Management Considerations – The Director of Administrative Services may take into consideration debt management issues such as cost and staff efficiencies associated with combining multiple refunding bond issues or combining refunding and new money bond issues.
F. Call Date – The Director of Administrative Services may take into consideration the amount of time between the pricing/closing date of the refunding debt and the call date of the debt to be refunded.
G. Final Maturity Date – The Director of Administrative Services may take into consideration the amount of time remaining until the final maturity of the debt to be refunded.

(Res. No. 2017-11, § 7, 5-15-2017)

Section 4.04.080 – Reinvestment of Proceeds

A. General – The District shall comply with all applicable Federal, State, and contractual restrictions regarding the use and investment of bond proceeds. This includes compliance with restrictions on the types of investment securities allowed, restrictions on the allowable yield of some invested funds, as well as restrictions on the time period during over which some bond proceeds may be invested. To the extent that a bond issue is credit enhanced, the District shall adhere to the investment guidelines of the credit enhancement provider.
B. Requirements of Legal Documents – The District will comply with all terms and conditions of the appropriate legal documents related to the debt.

(Res. No. 2017-11, § 8, 5-15-2017)

Section 4.04.090 – Creation and Maintenance of Funds

The District shall maintain a number of different funds integral to the long-range financial planning process. Each of these funds is held for a specific purpose and can generally be

categorized as either an operating, capital, or debt service fund. The District will comply with all requirements and limitations created under its reserve policy, if any.

(Res. No. 2017-11, § 9, 5-15-2017)

Section 4.04.100 – Compliance

A. Arbitrage Liability Management – The District shall minimize the cost of arbitrage rebate and yield restrictions while strictly complying with tax law. Because of the complexity of arbitrage rebate regulations and the severity of non-compliance penalties, the District shall solicit the advice of bond counsel and other qualified experts about arbitrage rebate calculations. The District shall contact with a qualified third-party for preparation of the arbitrage rebate calculation.

   The District shall maintain an internal system for tracking expenditure of bond proceeds and investment earnings. The expenditure of bond proceeds shall be tracked in the financial accounting system by issue. Investment may be pooled for financial accounting purposes and for investment purposes. When investment of bond proceeds are co-mingled with other investments, the District shall adhere to IRS rules on accounting allocations.

B. Post-Issuance Tax Compliance – the District shall comply with procedures set forth in the tax certificate related to District debt obligations to maintain the tax-exempt status of such obligations or to maintain eligibility for direct pay subsidy payments, as applicable.

C. Continuing Disclosure – The District shall comply with the requirements of each Continuing Disclosure Certificate entered into at the time of a sale of bonds. Annual information provided by the District shall mirror the information in any District offering statement at the time of a primary offering. Annual financial information will be sent by the District or its designated consultant, within the time required under the Continuing Disclosure Certificate to EMMA. This shall include:
   1. Annual Financial Report of the District
   2. Updated tables from the Official Statement, as detailed in the Continuing Disclosure Certificate

   In addition to annual disclosure, the District shall provide ongoing information about certain enumerated events, as defined by regulation, to EMMA.

   The District may engage a firm to assist it in ensuring timely completion and filing of annual reports and in identifying, and making timely filings with respect to, the occurrence of reportable enumerated events.

D. Legal Covenants – The District shall comply with all covenants and conditions contained in governing law and any legal documents entered into at the time of a bond offering.

(Res. No. 2017-11, § 10, 5-15-2017)

Section 4.04.110 – Debt Database Management

The District shall maintain complete information on its outstanding debt portfolio, in a spreadsheet or database program format. The information in the database shall include, but not be limited to, the following:

A. Issue Name
B. Initial Issue Par Amount
C. Date of the Issue
D. Principal Maturity Amounts
E. Coupon Rate by Maturity
F. Amount Outstanding
G. Call Provisions
H. Purpose of the Issue
I. Credit Enhancer, if any
J. Competitive or Negotiated Sale
K. Names of Underwriting Team Members

The District shall use the debt database for the following purposes:

A. Generate Reports
B. Gross Annual Debt Service
C. Net Annual Debt Service
D. Refunding Analysis
E. Output to Fund Accounting System

(Res. No. 2017-11, § 11, 5-15-2017)

Section 4.04.120 – Board Discretion

This policy was drafted with the intent of providing the District's Board-approved guidelines to management and staff for decisions and recommendations related to capital financing by the District, and to support the District's debt obligations to present and future generations of customers

This policy is ultimately intended to serve as a guide and it in no way restricts the ability of the District's Board to review proposed rate actions, debt issuances, or other actions of substance to the District. The Board maintains authorization to waive elements of the Policy in connection with individual financings at its discretion.

(Res. No. 2017-11, § 12, 5-15-2017)

Chapter 4.05 – PROCUREMENT AND DISBURSEMENT

Section 4.05.010 – Bidding and Contract Procedures

A. Purpose – California Code does not currently require competitive bidding by county water districts. Accordingly, Mission Springs Water District ("District") may seek a sole source bid for any project. The District is not, however, precluded from seeking multiple bids. All

contracts for which the District decides to execute through a competitive bidding process shall be made in accordance with these policies and procedures set forth herein ("Contract Procedures"). The Contract Procedures are adopted by the Board of Directors of the District to promote uniformity in the processing of bids and contracts and direction for staff and the Board in procuring services on behalf of the District. In all cases, the District may consider cost, efficiency, timing and quality of work in awarding any contract.

B. Definitions
    1. Minor Project – A project or service required by the District which is estimated by the General Manager to cost $75,000 or less, and which may be awarded and negotiated by the General Manager, in contract or purchase order form.
    2. Intermediate Project – A project or service required by the District which is estimated by the General Manager to cost more than $75,000 but less than $150,000 to complete.
    3. Major Project – A project or service for a capital expenditure by the District which is estimated by the General Manager to cost $150,000 or more to complete.
    4. Maintenance Work – Includes but is not limited to any of the following:
        a. Routine, recurring, ongoing, systematic and/or usual work for the operation, preservation or protection of any District-owned or operated facility, equipment or property, for its intended purposes, including without limitation, systematic or system-wide replacements intended to keep District systems and equipment in optimal condition and efficiency. Such work includes, but is not limited to testing, service and replacement of back-flow valves and lateral lines.
        b. Repairing, cleaning and other property maintenance work.
        c. Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
    5. Emergency – An "Emergency" includes but is not limited to:
        a. A breakdown of essential District services; and.
        b. Field conditions that indicate an immediate threat to the public or employee safety or material impact to property or District facilities.

C. No Bid Required – No publication or notice shall be required, and the following may be performed by the employees of the District, by force account, by negotiated contract, or by purchase order:
    1. Minor Project
    2. Intermediate Project
    3. Maintenance work
    4. Emergency work
    5. Where there is only one source of supply; and
    6. Professional service contracts

D. Informal Bid Procedures – For any Minor Project, Intermediate Project or Maintenance, or where directed by the Board of Directors, the General Manager may elect to follow informal bidding procedures as provided below:

1. The District shall maintain a list of qualified contractors, identified according to categories of work, construction trade journals and associations. Minimum criteria for development of the contractors for each category shall be developed by the General Manager, and may include, but is not limited to the District's prior experience with contractors based on such factors as quality of work, customer service, efficiency, timeliness, safety record, size and capacity, reputation and references, and professionalism.
2. All contractors on the list for the category of work being bid and/or all relevant, listed construction trade journals or associations shall be given notice inviting informal bids unless the product or service is proprietary or specialized.
3. All notice to contractors and construction trade journals pursuant to subdivision 2 shall be completed not less than seven (7) calendar days before bids are due.
4. The notice inviting informal bids shall describe the project in general terms, how to obtain more detailed information about the project, and state the time and place for submission of bids.
5. The Board delegates to the General Manager the authority to negotiate intermediate contracts for projects of the District with the lowest responsible bidder.

E. Trade Journals – The General Manager shall determine the appropriate construction trade journals or associations which shall receive notices of all informal and formal bids for projects conducted by the District. The list may be limited to geographical area for certain categories of projects, in the discretion of the General Manager.

F. Major Projects – Formal bidding procedures shall be conducted on all Major Projects, unless otherwise directed by the Board of Directors, and for other projects upon direction of the Board of Directors as follows:
    1. Notice of formal bids shall state the time and place for receiving and opening of sealed bids and distinctly describe the project and provide such other information as necessary to full comply with legal requirements.
    2. The notice shall be published in a newspaper of general circulation which is circulated within the District, at least fourteen (14) calendar days before the date of opening the bids and posting at the District Administration Building. The notice inviting formal bids shall also be mailed at least thirty (30) calendar days before the date of opening bids to all construction trade journals, trade associations specified pursuant to Section E, and all contractors or other persons requesting notification of formal bids.
    3. All bids received shall be opened in public at the time and place designated in the notice. The bids shall be evaluated for compliance with the notice and requirements of the District. The District shall determine from the bids received on a project the contractor which is considered to be the lowest responsible bidder. Thereafter, the District shall indicate that a contract will be executed according to specific terms to the negotiated by the General Manager. If the General Manager determines that terms cannot be negotiated, the General Manager may request authority from the Board of Directors to terminate negotiations and open negotiations with the next lowest responsible bidder.

4. Notwithstanding the foregoing, competitive bidding shall not be required for:
    a. Contracts for articles which are patented, copyrighted or otherwise unique and not on sale by dealers generally but only at a fixed and uniform price by the owner or his agents or assigns.
    b. Contracts wherein competitive bidding would not produce an advantage or where it is impracticable to obtain what is required subject to the competitive bidding provisions because of the unique, exploratory, experimental or time-sensitive nature of the work.
    c. Contracts where, within six (6) months previous to the date of execution, advertising for identical work of the same general character has filled the secure responsive proposals and, in the opinion of the General Manager, further advertising will not alter this result.
    d. Contracts with any governmental agency.
    e. Contracts directed by the Board to be selectively bid as provided in Section D or negotiated.

G. Rejection of Bids – Rejection of informal bids may be done at the discretion of the General Manager.
    1. Any individual rejection of formal bid shall be made stating the reasons for rejection. If the Board determines that the bidder is not a responsible contractor for a formal bid, a hearing shall be held to allow this bidder to respond to the allegations.
    2. All bids may be rejected for any reason or without reason.

H. Emergency Conditions – In the event of Emergency, contracts may be awarded by the District (or the General Manager in the event the Board may not be immediately convened) without application of these procedures, without adopting plans, specifications, work sheets, working details or other contract documents, and without regard to the cost of the project of service. The General Manager shall advise the President of the Board or other director as soon as practicable of any Emergency, and shall provide a full report of the action taken due to the Emergency to the Board of Directors at the next Board Meeting. Contracts are subject to confirmation by 4/5 vote at the next Board of Directors meeting.

(Res. No. 2013-01, §§ 1-8, 01-22-2013)

Section 4.05.020 – Policy for Procurement and Disbursement of District Funds

A. General Provisions
    1. General – Mission Springs Water District (MSWD or District) shall: provide for a procurement system of quality and integrity; provide for the fair and equitable treatment of all persons or firms involved in purchasing by the District; ensure that supplies and services are procured efficiently, effectively, and at the most favorable prices available to the District, promote competition in contracting; and assure that MSWD purchasing actions are in full compliance with applicable Federal standards, State, and local laws.

2. Application – This policy applies to all procurement and disbursement actions of the District, except where the application of such conflicts with funding requirements, such as Federal grants. In addition, this policy will be applied in coordination with all other District policies including but not limited to:
    a. District Credit Cards Policy
    b. Petty Cash Disbursement/Replenishment Policy
    c. Contract Procedures Policy
    d. Consultant/Vendor Invoice Processing Policy
3. Changes in Laws and Regulations – In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall, to the extent inconsistent with these Policies, automatically supersede these Policies.
4. Definition – The term "procurement," as used in this Policy, includes the procuring, purchasing, leasing, or renting of:
    1. Goods, supplies, equipment, land and materials defined as tangible or physical items that can be shipped, stored, and consumed in the course of District operations
    2. Services which are intangible acquisitions and fall into the following subcategories:
        i. Construction and Maintenance Services
        ii. Professional Services
        iii. Other Services

    The term "disbursement," as used in this policy, includes payment of any District funds, including but not limited to payments by petty cash, check, wire transfer, credit card, and payroll (by check or direct deposit).

3. Public Access to Procurement Information – Most procurement information that is not proprietary is a matter of pubic record and shall be available to the public to the extent provided in the California Freedom of Information Act.

B. Methods of Procurement – The District uses a variety of methods for procuring goods and services. These methods refer to the way goods and services are purchased, and generally fall into the following categories:
    1. Petty Cash Purchases – Purchases that need to be made prior to a check run under $25 may be handled using the petty cash account. Petty Cash Disbursement/Replenishment is addressed in Policy 2010-3.
    2. General Purchase Procedures – For any amounts above the Petty Cash ceiling or that can be paid through other means, the District may use general purchase procedures. Under general purchase procedures, the District shall obtain a reasonable number of quotes (preferably three); however, for purchases of less than $1,500, only one quote is required provided the quote is considered reasonable. To the greatest extent feasible, and to promote competition, general

purchases should be distributed among qualified sources. Quotes may be obtained orally (either in person or by phone), by fax, in writing, or through procurement. Award shall be made to the qualified vender that provides the best value to the District. If award is to be made for reasons other than lowest price, documentation shall be provided in the contract file. MSWD shall not break down requirements aggregating more than the general purchase threshold into several purchases that are less than the applicable threshold merely to: (1) permit use of the general purchase procedures, or (2) avoid any requirements that apply to purchases that exceed the general purchase threshold.

3. Blanket Purchase Order Procurement – Blanket Purchase orders may be used to purchase regularly-used goods or services from the same vendor on an "as needed" basis over a period of one year or less, when numerous shipments are required for standard materials and supplies, or when a volume commitment will provide favorable pricing to the District.

   Blanket purchase orders may not be used when there is no additional benefit over using a regular purchase order, when the quality of the vendor service is questionable, or when the control over District purchased could weaken significantly.
4. Cooperative Purchasing/Intergovernmental Agreements – MSWD may enter into State and/or local cooperative or intergovernmental agreements to purchase or use common supplies, equipment, or services. The decision to use an interagency agreement instead of conducting a direct procurement shall be based on economy and efficiency. If used, the interagency agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions. The District may use Federal or State excess and surplus property instead of purchasing new equipment and property if feasible and if it will result in a reduction of project costs. The goods and services obtained under a cooperative purchasing agreement must have been procured in accordance with 24 CFR 85.36.
5. Credit (or Purchasing) Cards – MSWD credit cards and their use are addressed in Policy 2011-1 District Credit Cards.

C. Delegation of Contracting Authority

While the General Manager is responsible for ensuring that the MSWD's procurements comply with this Policy, the General Manager may delegate procurement authority as is necessary and appropriate to conduct the business of the District.

This delegation of procurement authority is consistent with the Contract Procedures Policy.

Further, and in accordance with this delegation of authority, the General Manager shall, where necessary, establish operational procedures (such as a procurement manual or standard operating procedures) to implement this Policy.

D. Funding Availability

Before initiating any contract, the District shall ensure that there are sufficient funds available to cover the anticipated cost of the contract or modification.

E. Facsimile Signatures

Checks, drafts, or other orders for the payment of money drawn in the District's name on its checking accounts shall be deemed signed when bearing or purporting to bear the facsimile signature of any two (2) of the persons who have been authorized by resolution of the Board of Directors Designating Certain Officers for Disbursement of District funds to sign checks, drafts, or other orders for the payment of money from the accounts of the District using a facsimile signature.

These facsimile signatures are to be utilized in accordance with the Check Signing Authority Table. Internal procedures and controls are in place in which the employee processing these signatures will have previously received approval to do so in accordance with the Check Signing Authority Table.

F. Transfer of Funds

Wires, ACH transfers, and any other form of computer transfer of District Funds to parties outside of the District shall be in accordance with the same signature authorization as outlined above.

Transfers between the accounts of the District shall be authorized by any one of the persons designated by resolution of the Board of Directors to sign checks.

G. Procurement Authorization
    1. Supervisor ($0.00 - $5,000.00)
    2. Manager ($5,000.01 - $10,000.00)
    3. Director (($10,000.01 - $50,000.00)
    4. General Manager ($50,000.01 - $75,000.00)
    5. Board (> $75,000.01)

H. Check Signing Authority
    1. Director ($0.00 - $75,000)
    2. General Manager ($75.000.01 - $500,000.00)
    3. Board (> $500,000.01)

(Res. No. 2018-15, 8-20-2018)

Chapter 4.06 – CLAIMS

Section 4.06.010 – Procedure for Filing of Claims Against the District for Money or Damages

A. Purpose and Authority – The purpose of this Ordinance is to establish procedures and requirements for the presentation and prosecution of claims against the District. This ordinance is enacted pursuant to California Government Code § 935.

B. Claims Required – All claims against the District for money or damages not otherwise governed by the Government Claims Act (Act), California Government Code sections 900 et seq., or another state law shall be presented within the time, and in the manner, prescribed in the Act for the claims to which that Part applies by its own terms, as those provisions now exist or shall hereafter be amended, and as further provided by this Ordinance.

C. Form of Claim – All claims shall be made in writing and verified by the claimant or by his or her guardian, conservator, executor or administrator. No claim may be filed on behalf of a class of persons unless verified by every member of that class as required by this Section. In addition, all claims shall contain the information required by California Government Code Section 910.

D. Claim Prerequisite to Suit – In accordance with California Government Code §§ 935(b) and 945.6, all claims shall be presented as provided in this section and acted upon by the General Manager or Board of Directors, as applicable, prior to the filing of any action on such claims, and no such action may be maintained by a person who has not complied with the requirement of this Ordinance or the Act. The time for the General Manager or the Board of Directors to take action on any claim shall be the time provided in the Act. No such action may be maintained by a person or entity who has not complied with the requirements of this Ordinance or the Act.

E. Delegation to the General Manager or Designee – Pursuant to the authority provided in Government Code Section 935.4, the General Manager or his or her designee, in consultation with the District's Counsel is hereby authorized to allow, compromise, negotiate, settle any claim for money or damages in the amount not exceeding twenty-five thousand dollars ($25,000). A claim in excess of twenty-five thousand dollars ($25,000) shall be reviewed by the Board of Directors. The General Manager is further authorized to reject any claim filed under or required by the Act when rejection of such claim is appropriate as set forth in the Act.

F. Suit – Any action brought against the District upon any claim or demand shall conform with the requirement of the Act, and California Government Code sections940 through 949. Any action brought against any employee of the District shall conform with the requirements of California Government Code section 950 through951.

(Ord. No. 2017-02, §§ 1-7, 06-19-2017)

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Title 5 – WATER

Chapter 5.01 – GENERAL PROVISIONS

Section 5.01.010 – Authority

Pursuant to Water Code Section 31024, the District has the authority to establish rules and regulations for the sale, distribution, and use of water.

Chapter 5.02 – WATER SERVICE RULES AND REGULATIONS

Section 5.02.010 – General Provisions

A. Short Title – This Ordinance may be cited as the "Mission Springs Water District's Water Regulations and Service Ordinance."

B. Intent – This Ordinance is intended to provide rules and regulations applicable to the administration and operational activities of the District. It may be amended from time to time by action of the Board of Directors of Mission Springs Water District.

C. Enabling Statutes – This Ordinance is adopted pursuant to the applicable provisions of Division 12 of the Water Code and Division 5, Chapter 7, Title 5, Division 2 of the Government Code, and further pursuant to the Constitution of the State of California. The district is further authorized by Water Code Section 31027 to prescribe and define by ordinance those restrictions, prohibitions and exclusions it may determine to be necessary pursuant to the California Constitution Article X, Section 2 and Water Code Sections 31026, 375-277 and 1009 to restrict the use of district water during threatened or existing water shortages. It is also the intent of the Board of Directors to establish by this Ordinance those procedures and policies necessary for the orderly administration of a water conservation program to prohibit waste and to restrict water use during a water shortage emergency.

D. Application – This Ordinance shall apply to all water facilities constructed, maintained, and operated by the District.

E. Enterprise – The District will furnish and/or make available, a system, works, and undertakings used for and useful in, the delivery of water for the District's service area, including all annexations thereto, lands, easements, rights in land, contract rights, and franchises.

F. Separability – If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or circumstances are for any reason held to be unconstitutional or invalid by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or the application of such provision to other persons or circumstances. The Board of Directors hereby declares that it would have passed this Ordinance or any section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more section, subsection, sentences, clauses or phrases be declared to be unconstitutional.

G. Words and Phrases – For the purpose of this Ordinance all words using the present tense shall include the future; all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number.
H. Publication – Upon adoption, this Ordinance shall be entered in the minutes of the Board of Directors and published in a newspaper of general circulation in the District's service area within ten (10) days following its adoption.
I. Means of Enforcement – The District hereby declares that the procedures contained herein are established as a means of enforcement of the terms and conditions of their Ordinances, Rules, and Regulations and not as a penalty.
J. Notices – Whenever a notice is required to be given under this Ordinance, unless different provisions are specifically made herein, such notice may be made either by personal delivery thereof to the person to be notified or by deposit in the U.S. Mail in a sealed envelope, postage prepaid, addressed to such person at his last known business or residence address as the name appears on public records or other records pertaining to the matter to which the notice is directed. Service by mail shall be deemed to have been completed at the time of deposit in the post office.

   Proof of giving any notice may be made by the certification of any officer or employee of the district or by affidavit of any person over the age of eighteen years, which shows service in conformity with this Ordinance or other provisions of law applicable to the subject matter concerned.
K. Effect of Heading – Title, division, or section headings contained in this Ordinance shall not be deemed to govern, limit, or modify in any manner, the scope, meaning or intent of any section or subsection of this Ordinance.

(Ord. No. 1993-03, § 2, 10-18-1993)

Section 5.02.020 – Definitions

A. Applicant – The person making this application hereunder shall be the owner of the premises involved, or his authorized agents, so authorized in writing to the District, or a licensed plumber or contractor.
B. Board – The Board of Directors of Mission Springs Water District.
C. Board of Directors – The Governing Body of Mission Springs Water District.
D. Connection – The pipeline and appurtenant facilities such as the curb stop, meter and meter box, all used to extend water service from the main to the premises, the laying thereof and the tapping of the main. Where services are divided at the curb or property line to serve several customers, each such branch service shall be deemed a separate service.
E. Contractor – Contractor shall mean an individual, firm, corporation, partnership, or association duly licensed by the State of California to perform the type of work to be done under a permit, contract, or agreement.
F. Controller – Equivalent to Auditor of the District under Water Code Section 30540.

G. Cost – The cost of labor, materials, transportation, supervision, engineering, and all other necessary overhead expenses.
H. County – The County of Riverside, California.
I. Cross-Connection – Any physical connection between the piping system from the District service and that of any other water supply that is not, or cannot be, approved as safe and potable for human consumption, whereby water from the unapproved source may be forced or drawn into the District's distribution system.
J. Customer – Any person supplied or entitled to be supplied with water service by the District.
K. Customer's Service Valve – A valve independent of the District's facilities located in the customer's piping as close to the meter as practical, the operation of which will control the entire water supply from the meter.
L. Developer – Shall mean any person commencing proceedings under applicable city or county ordinances to effect a land development.
M. District – Mission Springs Water District, Riverside County, California
N. District Engineer – Shall mean the Engineer or Engineering Firm appointed by the Board and acting for the District.
O. Equivalent Fixtures Units (EFUs) – The number of Equivalent Fixture Units (EFUs) by the Uniform Plumbing Code or by provisions adopted by the Board.
P. General Manager – The General Manager of the District.
Q. Inspector – The person who shall perform the work of inspecting water facilities under the jurisdiction or control of the District.
R. Main – A water line in a street, highway, alley, or easement used for public and private fire protection and for the general distribution of water.
S. Owner – The person owning in fee title, or in whose name the legal title to the property appears, by deed duly recorded in the County Recorder's office, or the person in possession of the property or buildings under claim of, or exercising acts of ownership over same for himself, or as executor, administrator, guardian or trustee of the owner.
T. Permit – Any written authorization required pursuant to this or any other regulation of the District.
U. Person – Any human being, individual, firm, company, partnership, association and private, public, or municipal corporation, the United States of America, the State of California, a district and any political subdivision, government agency.
V. Premises – A lot or parcel of real property under one ownership, except where there are well-defined boundaries or partitions such as fences, hedges or other restrictions preventing the common use of the property by several tenants, in which case each portion shall be deemed a separate premise. Components of apartment houses and office buildings may be classified as single premises.
W. Private Fire Protection Service – Water service and facilities for building sprinkler systems, hydrants, hose reels, and other facilities installed on private property for fire protection and the water available therefore.
X. Public Fire Protection Service – The service and facilities of the entire water supply, storage and distribution system of the District, including the fire hydrants affixed thereto,

and the water available for fire protection, excepting house service connections and appurtenances thereto.

Y. Regular Water Service – Water service and facilities rendered for normal domestic, commercial and industrial purposes on a permanent basis, and the water available therefore.

Z. Residential – Any single-family unit, any duplex or triplex family unit not requiring licensing for occupancy and operation.

AA. Secretary – The Secretary to the Board of Directors.

BB. Service Connection – Shall mean the pipeline extending from the main, whether located in a public thoroughfare or private right-of-way, to the curb line or property line of the water user's premises, together with the valves, meter and fittings and appurtenances necessary to connect to the water user's private pipeline.

CC. Temporary Water Service – Water service and facilities rendered for construction work and other uses of limited duration, and the water available therefore.

DD. Uniform Plumbing Code – Shall be the most recent edition of the Code published by the International Association of Plumbing and Mechanical Officials.

EE. Waste – Shall mean any unreasonable or non-beneficial use of water, or any unreasonable method of use of water, including, but not limited to, the specific uses prohibited and restricted by this Ordinance as hereinafter set forth.

FF. Water – Shall mean the water supplied by Mission Springs Water District.

GG. Water Department – The Board of Directors of the District performing functions related to the District's water service, together with the General Manager, District Engineer, Controller, and any other duly authorized representatives.

HH. Water Supply Shortage – Shall mean any water shortage caused by drought or any other threatened or existing water shortage, earthquake, disaster, or facility failure, loss of electrical power, pipe line breakage, or other condition which results in, or threatens to result in, the District's inability to meet the water demands of its customers. Water shortage shall also be a condition or conditions prompted by declaration of the Governor of California, and/or an authorized legislative body of an agency of the State of California.

II. Water User – Shall mean any person, firm, partnership, association, corporation or political entity using water obtained from the water system of the District.

(Ord. No. 1993-03, § 3, 10-18-1993)

Section 5.02.030 – Water Department

A. Creation – A Water Department is hereby created comprised of the Directors, the General Manager, the Controller and such other employees and assistants as may be hired.

B. General Manager – The General Manager, as provided for in Water Code Section 30580, shall have full charge and control of the maintenance, operation and construction of the water works and water distribution system of the District.

C. Violation and Repairs – The Director of Operations shall promptly report any violation or disrepair to the General Manager. If the work required is in the nature of an emergency, he shall take whatever steps are necessary to maintain service to customers pending action by the General Manager.

D. Supervision – The Director of Operations shall supervise all repair or construction work authorized by the General Manager, and perform any other duties prescribed by the General Manager.
E. The Controller – The Controller shall install and maintain a system of auditing and accounting that shall completely and at all times show the financial condition of the District. The Controller shall furthermore, compute, prepare, and mail bills as hereinafter prescribed, make and deposit collections, maintain proper books of account, collect, account for, and refund deposits, and do whatever else is necessary or directed by the General Manager to set up and maintain an efficient and economical bookkeeping system, and perform any other duties now and hereafter prescribed by the General Manager.

(Ord. No. 1993-03, § 4, 10-18-1993)

Section 5.02.040 – General Rules

A. Standards – The Board of Directors may, from time to time, adopt standard requirements for the design, construction, repair and maintenance, or connection to District water system.
B. Violation Unlawful – Following the effective date of this Ordinance, it shall be unlawful for any person to connect to, construct, install, provide, maintain, or use any other means of water facilities from any building in the area serviced with water by said District except by connection to water facilities in the manner as provided for in this Ordinance. Any violation of this Ordinance will be subject to the provisions of this section, at the discretion of the General Manager.
C. Notice of Violation – Wherever or whenever practical under the particular circumstances and pursuant to the discretion of the General Manager, any person found to be violating any provision of this or any other Ordinance, Resolution, Rule, or Regulation of the District shall be served, by the Inspector or other authorized person, with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. Said time limit shall be not less than two, nor more than seven, working days unless otherwise specified. The offender shall, within the period of time stated in such notice, permanently cease all violations. Upon being notified by an authorized representative of the District of any defect arising in any water facility or of any violation of this Ordinance, the person or persons having charge of said work shall immediately correct the same. All persons shall be held strictly responsible for any and all acts of agents or employees done under the provisions of this or any other Ordinance, Resolution, Rule, or Regulation of the District.
D. Protection from Damage – No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is part of the District's water works. Any person violating this provision shall be subject to the penalties provided by law.
E. Investigation Powers – The officers, inspectors, manager and any duly authorized employees of the District shall carry evidence establishing his position as an authorized representative of the District and upon exhibiting the proper credentials and

identification shall be permitted to enter in and upon any and all building, industrial facilities and properties to which the District is furnishing water or has been requested to furnish water for the purpose of inspecting, reinspecting, observing, measuring, sampling, testing, or otherwise performing such duties as may be necessary in the enforcement of the provisions of the Ordinances, Resolutions, Rules, and Regulations of the District pursuant to the authorization contained in the required application for water service.

F. Non-Compliance with Regulations – As an alternative method of enforcing the provisions of this or any other Ordinance, Resolution, Rule, or Regulation of the District, the District shall have the power to disconnect the user or subdivision water service from the water mains of the District. Upon disconnection, an authorized representative of the District shall estimate the cost of disconnection from and reconnection to the system, and such user shall deposit the cost, as estimated, of disconnection and reconnection before such user is reconnected to the system.

G. Liability for Violation – Any person violating any of the provisions of the Ordinances, Rules or Regulations of the District shall become liable to the District for any expense, loss, or damage, occasioned by the District by reason of such violation.

H. Relief on Appeal – When any person, by reason of special circumstances, is of the opinion that any provision of the Ordinances, Rules or Regulations of the District is unjust or inequitable as applied to the person or premises, they may file a written appeal to the Board of Directors stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to a particular premises. If such appeal is approved, the Board of Directors may suspend or modify the provision complained of, as applied to such person or premises, to be effective as of the date of the appeal and continuing during the period of the special circumstances. All decisions of the Board of Directors regarding such appeal are final.

I. Relief on Own Motion – The Board of Directors may, on its own motion, find that by reason of special circumstances, any provisions of its Ordinances, Rules or Regulations should be suspended or modified as applied to a particular person or premises and may order such suspension or modification for such premises during the period of such special circumstances or any part thereof. All decisions of the Board of Directors regarding such relief are final.

J. Maintenance of Water Pressure and Pressure Conditions – The District shall not accept any responsibility for the maintenance of pressure. The District also reserves the right to discontinue service while making emergency repairs, or other work required on the water system as determined by the General Manager. Customers dependent upon a continuous supply should provide emergency storage. All applicants for service connections or water service shall be required to accept such conditions of pressure and service as are provided by the distribution system at the location of the proposed service connection, and to hold the district harmless for any damages arising out of low pressure or high pressure conditions or interruptions of service.

K. Water Pressure Conditions – Due to topography and other causes, the pressure is not uniform over the territory the system serves. The District reserves the right to change to different pressure in various areas served. However, it shall be the aim and attempted function of the District to maintain adequate pressure at all existing services. Water users

dependent upon a continuous water supply should provide adequate storage for emergencies; however, the District assumes no obligation to serve water to elevations higher than its existing facilities serve.

Water users having water heaters, boilers, or other devices requiring a continuous water supply, should take all necessary action to prevent damage or injury to such devices as a result of the shutting off of the water supply.

L. Tampering with District Property – Except as otherwise specifically authorized by the General Manager, no one, except an employee or representative of the District, shall at any time in any manner operate the curb stops or valves, main stops, gate valves of the District's system; or interfere with meters or their connections, street mains or other parts of the water system.

M. Charge for Violation – Failure of a customer to comply with all or any parts of this ordinance, or any other ordinance, resolution or order fixing rates and charges of this district's water service, shall result in said service being discontinued and water shall not be supplied such customer until the customer is in full compliance with the rules and regulations, rates or charges which have been violated.

N. Water System – The District will furnish a system, works and undertakings used for and useful in obtaining, conserving, and dispensing of water for public and private uses, including all parts of the District, all appurtenances to it, all lands, easements, rights in land, water rights, contract rights, franchises, and other water supply, storage and distribution facilities and equipment.

O. Number Services per Premise – The applicant may apply for as many services as may be reasonably required for his premises provided that the pipe line system for each service be independent of the others and that they not be interconnected.

P. Waste of Water – No customer shall knowingly permit leaks or waste of water. Where water is wastefully or negligently used on a customer's premises, the District may discontinue the service if such conditions are not corrected after giving notice of violation as provided in Section 5.02.040(C) herein.

Q. Responsibility for Equipment on Customer’s Premises – The District's responsibility ends at the beginning of the water user's side of the meter, or in the case of an unmetered or other special installation, at the point where the District's facilities end. All services, valves, and water meters installed by the District shall at all times remain the property of the District and shall be maintained, repaired, and removed by the District whenever rendered unserviceable through normal wear and tear. Where replacements, repairs or adjustments of any meter are rendered necessary by the act, negligence, or carelessness of the water user or any member of his family or person in his employ, the District shall be reimbursed by the customer for any such damage promptly on presentation of a bill.

R. Damage to Water System Facilities – The customer shall be liable for any damage to the service facilities when such damage is from causes originating on the premises by an act of the customer or his tenants, agents, employees, contractors, licensees, or permittees, including the breaking or destruction of locks by the customer or others on or near a meter, and any damage to a meter that may result from hot water or steam from a boiler

or heater on the customer's premises. The District shall be reimbursed by the customer for any such damage promptly on presentation of a bill.

S. Ground-Wire Attachments – All individuals or business organizations are forbidden to attach any ground wire or wires to any plumbing which is or may be connected to a service connection or main belonging to the District. The District will hold the owner liable for any damage to its property occasioned by such ground wire attachments.

T. Control Valve on the Customer's Property – The customer shall provide a valve on his side of the service installation, as close to the meter location as practical, to control the flow of water to the piping on his/her premises. The customer shall not use the service curb stop to turn water on and off for his/her convenience.

U. Unsafe Apparatus – Water service may be refused or discontinued to any premises where apparatus or appliances are in use which might endanger or disturb the service to other customers.

V. Cross-Connections – Water service may be refused or discontinued to any premises where there exists a cross-connection as defined in Section 5.02.080 of this Ordinance.

W. Fraud or Abuse – Subject to Section 5.02.090(I) and 5.02.110(A), if necessary, service may be discontinued to protect the District against fraud or abuse.

X. Interruptions in Service – The District shall not be liable for damage which may result from an interruption in service from a cause beyond the control of the District.

Y. Ingress and Egress – District representatives shall have the right of ingress and egress to the customer's premises at reasonable hours for any purpose reasonably connected with the furnishing of water service.

Z. Installation of Services – Only duly authorized employees or agents of the District shall be authorized to install service connections. All service connections shall comply with the specifications of the District, including automatic meter reading devices. Meters will be installed in easements and right of ways, and shall be owned by the District. No rent or other charge will be paid by the District for a meter or other facilities, including connections. All meters will be sealed by the District at the time of installation, and no seal shall be altered or broken except by one of its authorized employees or agents.

AA. Change in Location of Meters – Meters moved for the convenience of the customer will be relocated at the customer's expense. Meters moved for the convenience of the District will be moved at the District's expense.

BB. Service Size and Location – Where practical, the District will install the service connection at a location selected by the applicant. However, the District reserves the right to determine the size of the service connection and its location in relation to boundaries of the premises to be served. Customarily, a service connection will terminate at a point behind and adjacent to the curb in streets or adjacent to the property line in alleys or other utility right-of-way.

In locations where the applicant's premises do not directly abut a public thoroughfare, the District, at its option, may provide a service connection of conventional length terminating at some practical location on public property, and applicant shall be responsible for providing a connection thereto. The applicant's pipe to connect to the District's service connection shall not be laid until the service connection is installed.

In the event the applicant's pipe is laid prior to the time the service connection is installed, and this location does not correspond with that of the service connection, then applicant shall bear the additional cost of connecting the service connection pipe with the applicant's pipe.

CC. Curb Stop – Each service connection installed by the District shall be equipped with a curb stop or gate valve on the inlet side of the meter. Such valve or curb stop is intended for the exclusive use of the District in controlling the water supply through the service connection pipe. If the curb stop or gate valve is damaged by the customer's use, the replacement shall be at the customer's expense.

DD. Access to Meters – The District reserves the right to enter upon the applicant's premises for the purpose of reading, repairing or replacing the water service meter. The applicant shall be solely responsible for the control of all animals which may pose a potential threat to District employees and shall be liable for any injury to District employee resulting from unrestrained animals. Should an applicant for new service fail to properly restrain animals present on his property, the District may, upon written notice, refuse to install or turn on service until such time as the District determines that a threat to its employees no longer exists. In the case of existing customers, where District employees may encounter some personal risk in attempting to read a meter (due to the presence of unrestrained animals, or otherwise), the employee is not required to read the meter, and the customer's bill will be estimated based upon the last year's consumption plus the average increase in consumption in the District. The meter will be read quarterly in the presence of the customer or someone of his choosing, so that over estimates and under estimates of use may be rectified on the bill.

(Ord. No. 1993-03, § 5, 10-18-1993)

Section 5.02.050 – Application for Water Service

A. Application for Water Service – The property owner or his agent designated in writing, shall make application for regular water service by personally signing an "Application For Water Service" form provided by the District and paying the necessary fee for connection to District facilities, as prescribed in the latest Resolution on fees adopted by the Board of Directors.

B. Water Service to Customers other than Property Owners – Service to other than property owners shall be made in accordance with this Section. Service may be initiated in the name of a tenant of the owner provided a copy of the lease agreement is provided to the District and provided that both the tenant and the owner shall execute the Application for Water Service and be responsible for the water charges as provided below.
   1. Owner’s Responsibility – Whether or not a property owner has signed the District's application for service form, the property owner is not relieved of his or her responsibility for unpaid water charges for the subject property as provided in this Ordinance and pursuant to California Water Code Section 31701 et. seq.

C. Security Deposits
   1. Security Deposit Residential

A security deposit for a single-family residential unit shall not be required except upon the determination by the District that the person requesting service is not creditworthy. The determination of creditworthiness shall be upon criteria determined by the Controller, and may be appealed as provided in Section 5.02.050.

2. Security Deposit Commercial – A security deposit for each commercial unit, retail unit, or multi-unit complex shall be deposited at the time application is made.

D. Security Deposit Refund – The District shall refund each security deposit to the residential customer when funds have been on deposit for one year in a customer's account and there has been no more than one delinquent payment on that account during the year; within thirty (30) days after the date of termination of the account provided the applicant gives the District written notice to terminate water services; or when a new property owner makes a deposit for the same property. The District shall refund the security deposit for commercial, retail, or industrial connections within thirty (30) days after the date of termination of the account provided the customer gives the District written notice to terminate water service; or when a new property owner makes a deposit for the same property.

E. Change in Customer's Equipment – Customers who make any material change in the size, character, or extent of the equipment or operations utilizing water service, or whose change in operations results in a significant increase in the use of water shall immediately give the District written notice of the nature of the change and, if necessary, amend their application. The District at its discretion may change the size of the service and charge the customer according to current fee resolution.

F. Domestic, Commercial, and Industrial Service Connections – It shall be unlawful to maintain a connection except in conformity with the following:

1. Multiple Units – Multiple units shall include separate houses, buildings, condominiums, living or business quarters on the same premises or on adjoining premises under single control or management. The District may determine the size of the service connections and their locations in relation to boundaries of the premises to be served and the point of connection to the water user's facilities. The District may limit the number of houses, units, buildings or area of land under one ownership to be supplied by one service connection.
2. Single Connection – Not more than one service connection for domestic or commercial supply shall be installed for a building, except under special conditions as provided in Section 5.02.070 (Fire Protection).
3. Service Connection – A service connection shall not be used to supply any adjoining property, or property across a street, alley, or easement.
4. Divided Property – When property provided with a service connection is divided, the service connection shall be considered as belonging to the lot or parcel of land which it directly enters.

G. Service Connection Maintenance – The service connection extending from the water main to the meter, meter box, and curb stop shall be maintained by the District. All pipes and fixtures extending or lying beyond the meter box shall be installed and maintained by the owner of the property, with the exception of the backflow prevention devices, if required.

Installation and maintenance of such devices shall be in accordance with Section 5.02.080.

H. Damages Through Leaking Pipes and Fixtures – When turning on the water supply as requested to a vacant house or property, the District will make a reasonable attempt to determine if water is running inside of the building. If such is found to be the case, the water will be left shut off at the curb stop or the private shutoff. The District's jurisdiction and responsibility ends at the property line and the District will in no case be liable for damages occasioned by water running from open or faulty fixtures, or from broken or damaged pipes inside the property line.

I. Damage to Meters – The District reserves the right to set and maintain a meter on any service connection. The water customer shall be held liable for any damage to the meter due to his negligence or carelessness.

J. Main Extension Required – The District will provide for all main extensions upon application for service and payment of required charges.

1. Application – Any owner of one or more lots, parcels, or subdivider of a tract of land desiring the extension of one or more water mains to serve such property, shall make written application to the District. Said application shall contain the legal description of the property to be served, tract number, and any additional information which may be required by the District, and may be accompanied by a map showing the location of the proposed connections.
2. Investigation – Upon receipt of the application, the District shall make an investigation and survey of the proposed extension and estimate the cost thereof.
3. Dead-End Lines – No dead-end lines shall be permitted, except at the discretion of the General Manager. In cases where circulation lines are necessary they shall be designed and installed by the District as a part of the main extension.
4. Specifications and Construction – The size, type, and quality of materials and location of the lines shall be specified by the District. Actual construction will be performed by the District or a contractor acceptable to the District.
5. Property of District – Upon completion of such installation, the facilities shall be dedicated to and become property of the District.
6. Connections – The applicant shall, at his cost, provide all connections to buildings and private water systems, as herein provided.
7. Reimbursement Agreement – Upon request of an applicant who has paid the cost of constructing a main line extension which contains capacity sufficient to benefit other properties when and if they should request connection for service therefrom, the District shall enter into a Reimbursement Agreement to reimburse the applicant the proportionate amount of cost advanced which represents the value of the additional capacity in the line. Reimbursement shall be collected by the District in the form of front footage charges imposed on future connections to the main line.

   The terms of the Reimbursement Agreement shall be conditioned upon actual receipt by the District of the main line extension front footage fees over period of ten (10) years from the date of the Reimbursement Agreement for private property owners, and for a period not to exceed fifteen (15) years for public agency applicants.

(Ord. No. 1993-03, § 6, 10-18-1993; Ord. No. 1997-01, §§ 1-3, 4-21-1997)

Section 5.02.060 – Temporary Service

A. General Provisions – Upon application to the District, water may be procured from fire hydrants if in the opinion of the General Manager or his authorized representative such excess water is available. The applicant must complete and sign an appropriate permit and deposit with the District an amount established pursuant to the current fee resolution.

   Temporary services, whether from a fire hydrant or otherwise, are installed for the convenience and use of persons doing construction work. Temporary services are not limited to construction purposes but may be installed for any use. Any temporary service may be discontinued during any emergency for the duration of the emergency. Temporary services are not transferable except to the successors in interest of the applicants by operation of law.

B. Duration of Service – Temporary service connections shall be disconnected and terminated within four (4) months after installation unless an extension of time is granted in writing by the General Manager.

C. Security Deposit – The applicant shall deposit, in advance, the estimated cost of the temporary service. Upon discontinuance of service, the actual cost shall be determined and an adjustment made as an additional charge, refund or credit.

D. Installation and Operation – All facilities for temporary service to the customer shall be installed and operated in accordance with District instructions.

E. Responsibility for Meters and Installations – The customer shall use all possible care to prevent damage to the meter or to any other loaned facilities of the District which are involved in furnishing the temporary service from the time they are installed until they are removed. If the meter or other facilities are damaged, the cost of making repairs shall be paid by the customer. The customer shall give notice to the district in writing at least forty-eight (48) hours prior to the time the customer or other person is finished with the meter or meters and the installation.

F. Unauthorized Use of Hydrants – Tampering with any fire hydrant for the unauthorized use of water therefrom, or for any other purpose, is subject to a penalty charge for each occurrence as may be set by the Board.

G. Meter Availability – The applicant shall make the hydrant meter available as prescribed by the District for reading on a monthly or bimonthly basis.

H. Pools and Tanks – When an abnormally large quantity of water is desired for filling a swimming pool or for other purposes, arrangements must be made with the District prior to taking such water. Permission to take water in unusual quantities will be given only if it can be safely delivered through the District's facilities and if other customers are not inconvenienced thereby.

I. Responsibility for Equipment – The customer shall, at his own risk and expense, furnish, install, and keep in good and safe condition all equipment that may be required for receiving, controlling, applying, and utilizing water. The District shall not be responsible for any loss or damage caused by the improper installation of such equipment, or the

negligence or wrongful act of the customer or any of his tenants, agents, employees, contractors, licensees or permittees in installing, maintaining, operating or interfering with such equipment. The District shall not be responsible for damage to property caused by faucets, valves and other equipment, which are open when water is turned on at the meter, either originally or when turned on after a temporary shutdown.

(Ord. No. 1993-03, § 7, 10-18-1993)

Section 5.02.070 – Fire Protection

A. Public Fire Protection – The following pertains to the use of District facilities for public fire protection:
   1. Use of Fire Hydrants – Fire hydrants are for use by the District or by organized fire protection agencies pursuant to contract with the District. Other parties desiring to use fire hydrants for any purpose must first obtain written permission from the District prior to use and shall operate the hydrant in accordance with instructions issued by the Water Department. Unauthorized use of hydrants will be prosecuted according to law.
   2. Moving of Fire Hydrants – When a fire hydrant has been installed in a location specified by the proper authority, the District has fulfilled its obligation. If a property owner or other party desire a change in the size, type, or location of the hydrant, they shall bear all costs of such charges, without refund. Any change in a location of fire hydrant must be approved by the proper authority.

B. Private Fire Protection Service – The following pertains to the use of District facilities for private fire protection systems with the exception of single-family residences:
   1. Payment of Cost – The applicant for private fire protection service shall pay the total actual cost of installation of the service from the distribution main to the service location including the cost of a detector check meter or other suitable and equivalent device, valve, and meter box, said installation to become the property of the District.
   2. No Connection to Other System – There shall be no connection between this fire protection system and any other water distribution system on the premises.
   3. Use – There shall be no water used through the fire protection service except to extinguish fires and for testing the fire-fighting equipment.
   4. Charges for Water Used – Any consumption recorded on the meter will be charged as provided in District Resolution except that no charge will be made for water used to extinguish fires where such fires have been reported to the fire department.
   5. Monthly Rates – The monthly rates for private fire protection shall be established from time to time by Resolution of the Board of Directors.
   6. Water for Fire Storage Tanks – Occasionally water may be obtained from a private fire service for filling a tank connected with the fire service, but only if written permission is secured from the District in advance and an approved means of measurement is available.
   7. Violation of Agreement – If water is used from a private fire service in violation of the agreement or this Ordinance, the District may, at its option, discontinue and remove the service.

8. Valve – When a fire service connection is installed, the valve governing same will be closed and sealed and remain so until a written order is received from the owner of the premises to have the water turned on.
9. Meter – If the District does not require a meter, and if water is used through a fire service connection for any other purpose than extinguishing of fires, the District shall have the right to place a meter on the fire service connection at the owner's expense, or shut off the entire water supply from such premises.
10. Additional Service – The District shall have the right to take a domestic, commercial or industrial meter service connection from the fire service connection at the curb to supply the same premises as those to which the fire service connection belongs. The District shall also have the right to determine the proportion of the installation costs properly chargeable to each service connection, if such segregation of costs shall become necessary.
11. Check Valve – The District reserves the right to install on all fire service connections a check valve of a type approved by the National Board of Fire Underwriters and/or the most recent edition of the Manual of Cross-Connection Control published by the Foundation for Cross-Connection Control Research, University of Southern California, and to equip the same with a bypass meter at the expense of the owner of the property.

(Ord. No. 1993-03, § 8, 10-18-1993)

Section 5.02.080 – Cross-Connection Control

A. Cross-Connections – The purpose of this Section is to protect the public potable water supply system of Mission Springs Water District by establishing a Cross-Connection Control Program to effect the control of cross-connections, actual or potential, thereby isolating within the customer's private water system or internal piping, contaminants or pollutants which could backflow or back siphon into the District's water supply system.

   The Regulations relating to cross-connections as established in the California Administrative Code, Title 17, as amended from time to time and the most recent edition of Cross-Connection Control published by the Foundation for Cross-Connection Control Research, University of Southern California, insofar as these regulations are applicable to the protection of water supply of this District are hereby adopted, incorporated herein by reference and made a part hereof.

B. Determination of Cross-Connection – Upon the determination by the District that a backflow prevention device is required in the customer's private piping system for the safety of the public water supply system, the District shall immediately install such a device in the manner and location prescribed in Section 5.02.080(F)(3). All costs for such installation will be paid by the customer.

C. Discontinuance of Service – Failure to install said device as prescribed shall constitute grounds for discontinuance of water service to the premise. No water service shall be installed or maintained by the District to any premises on which there exists or there is suspected to exist cross-connection between the public water supply and other piping, fixtures, appliances, equipment, drains, or any system which might cause contamination

or pollution through backflow or back siphonage, unless such service is protected by the installation of a backflow prevention device.

D. Degree of Hazard – The type or kind of device installed shall depend on the degree of hazard involved. The degree of hazard shall be determined by the most recent edition of the Manual of Cross-Connection Control published by the Foundation for Cross-Connection Control Research, University of Southern California.

E. Approved Devices – The District shall maintain and make available a list of approved backflow prevention devices which may be installed for the protection of the public water supply system.

F. Inspection, Testing, and Maintenance – All backflow prevention devices shall be inspected and tested at least annually for proper operation. Inspection and testing shall be performed by the District's certified inspector or a District approved private inspector. The results of each test, including repairs, shall be recorded on a form maintained by the District.
   1. Repair of Defective Devices – In the event that the device is found to be defective, the District shall make the necessary repairs and/or replacement and bill the customer for the repair and/or replacement. All annual inspections, testing, and acceptance tests after installation, repair and/or replacement shall be at the expense of the owner.
   2. No Service Unless Property Protected – A water service connection to any premise shall not be installed or maintained unless the public water supply system is protected in accordance with the laws of the State of California and this Ordinance. If a backflow prevention device has not been installed, tested and maintained in accordance with the provisions of this Ordinance, or if a backflow prevention device has been removed or bypassed, or if an unprotected cross-connection exists on the premise, water service shall be discontinued immediately and not restored until such condition or defect have been corrected.
   3. Installation Required – Upon the determination by the District that a backflow prevention device is required on a customer's water service line, it shall be installed immediately behind the meter and before the first branch line leading off the service line.

G. Cross-Connection Control Criteria – Criteria examined to determine whether a backflow prevention device is required shall include, but not be limited to, the following:
   1. Auxiliary Water Supply – A premise being or to be served with water by the District having an auxiliary water supply of a quality which is not acceptable to the District as an additional source.
   2. Industrial Hazards – A premise on which industrial fluids or other objectionable substances are being handled in a manner as to create an actual or potential hazard to the public water supply.
   3. Inspection Not Possible – A premise whose internal piping system has cross-connections that cannot be corrected or controlled, or the system is not accessible for inspection to make a determination of the existence of a cross-connection.

H. Enforcement – Service of water to any premise shall be discontinued by the District if a backflow prevention device required by the Rules and Regulations of the District is not installed, tested and maintained or if defects are found in the installed backflow

prevention device or if it is found that a backflow prevention device has been removed or bypassed or if unprotected cross-connections exist on the premises. Service will not be restored until such condition or defects are corrected. The District representative assigned to inspect premises relative to possible cross-connection hazards, shall carry proper credential of his office, upon exhibition of which, he shall have the right of entry during usual business hours to inspect any and all buildings and premises in the performance of his duty. This right of entry shall be a condition of water service in order to provide assurance that the continuation of service to the premises will not constitute a menace to health, safety and welfare to the people throughout the District's water system.

(Ord. No. 1993-03, § 9, 10-18-1993)

Section 5.02.090 – Customer Billing Procedures

A. Establishment of Rates and Charges – The Board of Directors shall from time to time by Resolution, establish rates and charges for water and other service provided by the Mission Springs Water District.
B. Charges – Water charges shall begin when a water service connection is installed and the meter is set or an existing service is requested to be turned on, unless the water is ordered to be left shut off when the service connection is ordered or installed.
C. Liability for Water Used – The property owner shall be held liable for water used until the District is notified in writing to discontinue service or to transfer the account to another property owner.
D. Liens for Unpaid Bills – All unpaid bills will be made a lien against the property pursuant to California Water Code Section 31701 et. seq. and to these Rules and Regulations.
E. Owner Liability – The property owner remains responsible for all charges owed to the District whether or not the property owner actually lives on the premises, or signs the application for water service form.
F. Billing Period – The regular billing period will be monthly or bimonthly at the option of the District.
G. Opening and Closing Bills – Opening and closing bills for less than the normal billing period shall not be pro-rated. Closing bills may be estimated by the District for the final period as an expediency to permit the customer to pay the closing bill at the time service is discontinued.
H. Payment of Bills – Bills for metered water service shall be rendered at the end of each billing period and are due and payable upon presentation. If full payment is not received at the business office of the District on or before the final payment date, the bill shall become past due and delinquent.
I. Delinquency Notice – A delinquency notice shall be mailed to customers whose accounts are delinquent, warning that service will be disconnected unless payment is made within sixty (60) calendar days from the date of delinquency. The delinquency notice shall be provided to the customer no less than seven (7) business days before discontinuance of residential service. For purposes of this Section the delinquency shall be deemed to occur as provided in Section 5.02.090(H). If the customer's address is not the address of the

property to which residential service is provided, the notice shall also be sent to the address of the property to which the residential service is provided addressed "occupant".

1. Contents of the Delinquency Notice – The delinquency notice shall include customer's name and address; amount of the delinquency; date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service; description of the procedure to petition for bill review and appeal; and description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges. The foregoing policies and procedures shall be prepared by and may be amended from time to time by the General Manager or his or her designee. Notice of any delinquency in a tenant's account shall also be sent to the owner of the property with indication of the owner's liability. The delinquency notice may be combined with the regular monthly bill.

J. Suit – All unpaid rates, charges and penalties herein provided may be collected by suit.
K. Costs – Defendant shall pay all costs of suit in any judgment rendered in favor of District, including reasonable attorney's fees.
L. Upon Vacating Premises – Customers desiring to discontinue service should so notify the District in writing at least two (2) days prior to vacating the premises. Unless discontinuance of service is ordered in this manner, the customer shall be liable for ongoing charges whether or not any water is used, up until time of requested discontinuance of service.

(Ord. No. 1993-03, § 10, 10-18-1993; Ord. No. 2020-01, 1-21-2020)

Section 5.02.100 – Complaints and Disputed Bills

A. Right to Meet – Should a customer have a complaint with regard to water service, the District Rules, Regulations, Resolutions, Ordinances, or dispute the accuracy of a bill for water service or other charges, for any reason whatsoever, the customer has the right to meet first with the Controller and then the General Manager to discuss the dispute and present any evidence the customer has to support their position.
B. Arrangement of Meeting – To arrange such a meeting the customer shall contact the District office, either in writing or by telephone, during normal business hours as may be set by the Board.
C. Presentation of Evidence – The customer may be accompanied by a friend, attorney, or other representative to meet with the Controller or General Manager and may present any evidence they may have to support their position.
D. Unresolved Disputes – If the customer is unable to resolve his dispute with the Controller or General Manager he may submit the complaint in writing, along with a full and detailed explanation to the Public Affairs Committee of the Board of Directors for resolution or referral to the Board of Directors pursuant to Section 5.02.040(H) (Relief on Appeal).
E. Discontinuance of Service – No water or other service shall be discontinued pending the final resolution of a dispute.
F. Meter Test Deposit – Should a customer desire to have the water meter service serving their premises tested, he shall first deposit an amount as specified in District Resolutions,

for testing of meters up to one-inch (1") in size, and shall be present when the meter is tested in the meter shop of the Water Department. Should the meter register more than two percent (2%) fast, the deposit will be refunded, but should the meter register less than two (2%) fast, the deposit will be retained by the District.

G. Adjustment for Fast Meter Errors – If a meter tested at the request of a customer is found to be more than two percent (2%) fast, the excess charges for the time service was rendered the customer requesting the test, or for a period of six months, whichever shall be the lesser, shall be refunded to the customer.
H. Adjustment for Slow Meter Errors – If a meter tested at the request of a customer is found to be more than ten percent (10%) slow, the District may bill the customer for the amount of the undercharge based upon corrected meter readings for the period, not exceeding six months, that the meter was in use.
I. Non-Registering Meters – If a meter is found to be not registering, the charges for service shall be based on estimated consumption using previous consumption for a comparable period or by such other method as is determined appropriate. Such estimates shall be made by the General Manager, subject to the right of appeal under Section 5.02.040(H).

(Ord. No. 1993-03, § 11, 10-18-1993)

Section 5.02.110 – Disconnection for Non-Payment

A. Notice of Disconnection for Non-Payment – Water service shall be discontinued if payment for water service is not made within sixty (60) calendar days of the date the applicable bill becomes delinquent as provided in Section 5.02.090(I) and provided further that no less than seven (7) business days before discontinuation of residential service for nonpayment either telephonic notice or, a written notice of discontinuation shall be provided to the customer named on the account and the disconnection policies referred to in Section 5.02.090(I) shall be mailed to the residence where the service is provided at the same time. In addition to the forgoing seven day notice, at least forty-eight (48) hours prior to termination, the District will make a reasonable attempt to notify the resident of the affected property by telephone, personal contact, and/or door hanger.
    1. Contact with Customer – If the District is unable to make contact with the customer or an adult occupying the residence by telephone, and the written delinquency notice required by Section 5.02.110(A) is returned through the mail as undeliverable, the District shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for non-payment referred to in Section 5.02.090(I).
B. Complaint Procedures for Disconnection – Service disconnection for non-payment of bills or violation of any of the District's Rules, Regulations, Ordinances or Resolutions is subject to the complaint procedures specified in Section 6.02.100 herein.
C. Refusal or Neglect to Pay Debt – Any amount due is a debt to the District and any person, firm or corporation failing, neglecting, or refusing to pay this debt may be subject to a civil action for the amount due in a court of competent jurisdiction.

D. Lien Against Property for Non-Payment – Any unpaid debt will be deemed a lien against the real property to which service is rendered as specified herein and California Water Code Section 31701 et seq.
E. Service Charges for Violations – If water service is disconnected for violation of any of the District's Rules, Regulations, Resolutions or Ordinances, service shall not be reinstated until the violations have been corrected and all applicable service charges and fees as provided for herein are paid.
F. Partial Payments – A partial payment of a delinquent account may be accepted and credited to a customer's account, but such partial payment shall not be cause for removing the account from a delinquent status and shall not preclude the meter from being turned off for delinquency, except as otherwise stated in Section 5.02.110(F)(1).
    1. Partial Payment Options – Options for partial payments as developed by the District General Manager or his or her designee shall include the following: amortization of the unpaid balance, participation in an alternative payment schedule, a partial or full reduction of the unpaid balance financed without additional charges to other ratepayers, and temporary deferral of payment. The repayment option offered should result in repayment of any remaining outstanding balance within 12 months. A longer repayment period may be granted at the discretion of the General Manager, if it is determined that a longer period is necessary to avoid undue hardship to the customer based on the circumstances of the individual case.
G. Authorization for Continuance of Service for Delinquent Accounts – The General Manager, or his designee, may authorize continuation of service to a delinquent account if financial arrangements satisfactory to the district are established and the General Manager shall authorize continuance of services if the following conditions are met:
    1. Customer submits certification of a primary care provider that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where service is provided; and.
    2. Customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for a deferred or reduced payment with respect to all delinquent charges consistent with these Rules and Regulations. The repayment option provided should result in repayment of any remaining outstanding balance within twelve (12) months.
H. Discontinuance under Section 5.02.110(G) – Residential service may be discontinued with respect to a customer having executed an amortized agreement, alternative payment schedule, or plan for deferred or reduced payment under Section 5.02.110(G)(2) if:
    1. Final notice of intent to disconnect service is prominently displayed and conspicuously posted at the property at least five (5) business days prior to the termination date; and.
    2. Customer fails to comply and is at least sixty (60) days delinquent on the amortization agreement, alternative payment schedule or deferred or reduced payment plan as provided in Section 5.02.110(G); or.
    3. Customer fails to pay current residential service charges for sixty (60) days or more while participating in an amortization agreement, alternative payment schedule, or a

deferral or a reduction in payment plan for delinquent charges under Section 5.02.110(G).

I. Report of Discontinuance – The District shall report the number of annual discontinuations of residential service for inability to pay on the District's Internet Website, and to the Regional Water Quality Control Board.

(Ord. No. 1993-03, § 12, 10-18-1993; Ord. No. 2020-01, 1-21-2020)

Section 5.02.120 – Adding Delinquent Charges to Tax Roll

A. Report of Delinquent and Unpaid Charges – A report of delinquent and unpaid charges for water and other services which remain unpaid and delinquent for ninety (90) days or more on July 1 of each year shall be prepared and submitted to the Board for consideration as tax liens. The unpaid and delinquent charges listed in said report for each parcel of property shall be fixed at the amount listed in said report.

B. Adoption and Filing of Report – The secretary shall file with the Riverside County Assessor and Board of Supervisors, in the time and manner specified by the County Assessor and Board of Supervisors, a copy of such written report with a statement endorsed thereon over the signature of the secretary, that such a report has been adopted and approved by the Board of Directors and that the County Assessor shall enter the amount of such charges against the respective lots or parcels of land as they appear on the current assessment roll.

C. Collection of Delinquent and Unpaid Charges – The County Assessor shall include the amount of charges on bills for taxes levied against their respective lots and parcels of land and thereafter, the amount of such unpaid and delinquent charges shall be collected at the same time and in the same manner by the same person as, together with and not separately from, the general taxes, if any, for the district or the County and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties.

(Ord. No. 1993-03, § 13, 10-18-1993; Ord. No. 2020-01, 1-21-2020)

Section 5.02.130 – Charges

A. Charges – All charges described herein shall be adopted by Board Resolution.

B. Adjustment of Connection Charges – To reflect the changing cost of construction, the charges contained herein may be adjusted annually by the District in accordance with its actual costs for connections from the previous year.

C. Consumption Charge – The charge per hundred cubic feet for all water registered by the customer's water service meter.

D. Delinquency Charge – A charge added to each delinquent account at the time any amount becomes delinquent with the exception of an account that has had no delinquencies in the prior 12-month period. When a delinquency charge is made, such charge shall be added to the delinquent account as of the date the account becomes delinquent. This charge shall become an inseparable part of the amount due as of that time.

E. Disconnect/Reconnect Charge – The charge which covers reasonable District costs for disconnection and reconnection of service connections which are in violation of the provisions contained herein.

1. Reconnect Charge – The charge which covers a reconnection of service fee for reconnection during normal operating hours shall be fifty dollars ($50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during non-operational hours, the charge which covers a reconnection of service fee shall be one hundred fifty dollars ($150), but not to exceed the actual costs of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

F. Fire Hydrant Installation Charge – The charge for installation of fire hydrants as may be required.
G. Fire Service Standby Charge – The standby charge per diameter inch of the District fire service meter. Water use through this service is limited to emergency fire requirements only.
H. Inspection Charge – The charge to a customer when a service connection or facility requires inspection by District personnel.
I. Meter Test Charge – The charge which covers District costs for pulling, testing, and reinstalling the water meter to be tested.
J. Security Deposit Charge – The charge which insures payment of minimum District charges. Upon discontinuance of service, the Security Deposit shall be applied to reduce any unpaid charges outstanding on the customer's account. The amount of deposit required shall be established by the Board of Directors in the Resolution on Fees. The Security Deposit shall be refunded to the customer as provided in Section 5.02.050(D) herein.
K. Special Facilities Charge – A charge required for development of limited-service areas whenever special facilities, including, but not limited to, booster stations, hydro-pneumatic stations, and pressure regulators, are required. The charge to be made to a developer or owner of land that is considered by the District to be within a limited-service area shall be based upon the developer's or landowner's proportionate share of the cost for the installation of such special facility. Such proportionate share to be borne by the developer or landowner shall be based on the percentage of such development to the entire limited service area to be served by the special facilities; and the difference between the cost of facilities to serve the same number of acres or area under normal conditions and the cost of facilities to serve the acreage or area under special conditions at a higher cost.
L. Service Charge – The monthly service charge applicable to all metered services.
M. Unauthorized Use of Water Charge – The charge to any person, organization or agency for each unauthorized use of District water, or for tampering in any manner with any meter belonging to the District, in which tampering shall affect the accuracy of such meter.
N. Water Main Extension Charge – The charge for the replacement or construction of the water main fronting on the property to be served.
O. Water Service Connection Charge – The charge for the type and size of water service connection desired. Such regular charge shall be paid in advance by the applicant. Where

there is no regular charge, the District reserves the right to require the applicant to deposit an amount equal to the estimated cost of such service connection.

P. Water System Design Charge – A non-refundable charge which shall be required for all main extensions, service connections and/or special facilities requiring the preparation of engineering plans and drawings.
Q. Construction Water Charge – A charge for temporary water service. It is a monthly billing and includes a service charge and a consumption charge billed at the highest rate for consumption.
R. Lien Release Fee – A charge to recover costs related to the preparation of lien and subsequent lien releases.
S. Returned Check Charge – A charge to be applied to an account if a check for payment for any service is returned to the District unpaid by the issuing bank for any reason. If service is disconnected, this charge and the amount of the returned check must be paid before service is restored.
T. Interest Charge – At the request of a residential customer showing by clear and convincing evidence that he or she meet the requirements of Health & Safety Code Section 116914, the District will waive any then outstanding unpaid interest charges no more often than once every twelve months. A separate request shall be filed with the District along with any additional information requested by the District for each 12 month period.

(Ord. No. 1993-03, § 14, 10-18-1993; Ord. No. 1997-01, 4-21-1997; Ord. No. 2020-01, 1-21-2020)

Section 5.02.140 –Policy to Avoid Disconnection for Non-Payment

A. Reduced or Deferred Payments: The District has partnered with United Way of the Desert to provide assistance to customers who need help paying their water bill. To apply: call United Way of the Desert at (760) 323-2731, ext. 23 to make an appointment. For general information on the program visit https://www.mswd.org/bill_assistance.aspx.
B. Alternative Payment Schedule: A customer who is in delinquency per Water Regulations and Service Ordinance and who meets the criteria in Section 12.07 of Ordinance 93-3, as amended, may request an Alternative Payment Schedule or request an extension of time to make payment to avoid termination of service for nonpayment. The District will consider all circumstances surrounding the request when approving or denying a request.
C. Approved amortization plans will be in writing and signed by Customers. Unpaid balances may be amortized over a period not to exceed 12 months from the original date of the bill. The amortized payments will be combined with, and subject to the due date of, the customer's regular bill. The customer must comply with the terms of the amortization plan and remain current as charges accrue in each subsequent billing period. Failure to comply with the terms of an amortization plan will result in the issuance of a written discontinuation notice.
D. Disputed Bills: If the Customer appeals their bill and submits a request for account review, Domestic Water Service shall not be discontinued while the appeal is pending. The District will thereafter determine if Domestic Water Service shall be continued or terminated in accordance with applicable law.

E. Medical Provision: Service will not be terminated for non-payment if the Customer enters into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment with respect to all delinquent charges and submits a certification from a primary care provider that the discontinuance of water service would be life threatening or pose a serious threat to the health and safety of a resident on the premises.
F. Service may be terminated regardless of an alternative payment schedule or amortization schedule if notice of disconnection is posted at the property at least five business days prior to the termination date and Customer fails to comply and is at least 60 days delinquent on the amortization agreement, alternative payment schedule or deferred or reduced payment plan.
G. Service May also be terminated if the Customer fails to pay current residential service charges for 60 days or more while participating in an amortization agreement, alternative payment schedule, or a deferral or a reduction in payment plan for delinquent charges.

(Ord. No. 2020-01, Attachment A, 1-21-2020)

Chapter 5.03 – WATER SHORTAGE CONTINGENCY PLAN

The District hereby adopts the "2021 MSWD Water Shortage Contingency Plan," a copy of which is on file at the office of the District and the District's website, and is available for inspection by the public.

(Ord. No. 2021-01, 7-19-2021)

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Title 6 – SEWER

Chapter 6.01 – GENERAL PROVISIONS

Section 6.01.010 – Authority

Pursuant to Water Code Section 31100, the District has the authority to acquire, construct, and operate facilities for the collection, treatment, and disposal of sewage, waste, and storm water.

Chapter 6.02 – SEWER SERVICE RULES AND REGULATIONS

Section 6.02.010 – General Provisions

A. Short Title – This Ordinance shall be known as the "Mission Springs Water District Sewer Service Ordinance."

B. Purpose – This Ordinance is intended to regulate the use and construction of public wastewater facilities, installation and connection of building sewers, and the discharge of wastes into the public wastewater systems, and to establish fees and service charges, and provide penalties for violation of its provisions.

C. Rules and Regulations – The following rules and regulations regarding sewer construction, disposal of sewage and drainage of buildings, and connection to the sewage works of the District are hereby adopted, and all work in this regard shall be performed as specified by this Ordinance. The Board may, from time to time, adopt Rules and Regulations with respect to implementation of this Ordinance, including but not limited to procedures for application, installation, notices, testing, and other related matters.

D. Annexation – Territory may be annexed to the District subject to such proceedings and conditions as may be imposed or permitted by applicable laws. Conditions to annexation may require payment of fees and transfer of facilities to the District.

E. Sale of By-Products – The District may sell or otherwise dispose of water, treated or reclaimed wastewater, or any other by-product of District operations to private individuals, corporations, or public entities upon terms approved by General Manager.

F. Fees – The Board shall, from time to time, by separate Ordinance and/or Resolution, prescribe and modify fees and charges for permits, construction, inspection, plan checking, sewer connection charges, sewer service charges, and other services as may be provided by the District. All annexations or new developments within the District shall pay all applicable fees as determined and prescribed by the District's Rules and Regulations. The fees and charges, so prescribed and modified, are deemed incorporated into this Ordinance and the District's Rules and Regulations.

(Ord. No. 2008-02, § 1, 12-15-2008; Ord. No. 2009-02, 7-20-2009)

Section 6.02.020 – Definitions

A. Definition of Terms – Unless specifically modified by this Ordinance, the meaning of terms used shall be defined in the latest edition of the Uniform Plumbing Code. If usage is

inconsistent with the definitions contained herein or with the context of, or omitted from, the following definitions shall prevail.

B. Applicant – The person making application for such service as provided within this Ordinance must be the owner of the premises for which application is made or owner's designated in writing.
C. Backwater Valve – A device installed in a drainage system to prevent reverse flow.
D. Biochemical Oxygen Demand (BOD) – As defined in the latest edition of Standard Methods.
E. Board – The Board of Directors of Mission Springs Water District, acting in its capacity as governing body of the District.
F. Building – Any structure used for human habitation, place of business, recreation, or other purpose of whatever nature.
G. Building Sewer – That portion of the sewer system extending from the building drain to the public sewer, including the sewer lateral and cleanout.
H. Contractor – An individual firm, corporation, partnership or association duly licensed by the State of California to perform the type of work to be done under a permit, contract, or agreement, with appropriate workers' compensation insurance.
I. Cost – The cost of labor, material, transportation, supervision, engineering and all other necessary overhead expenses.
J. County – The County of Riverside, State of California.
K. Customer – The person or persons owning or controlling property or improvements to which the sewer facilities of the District are connected or available.
L. Dissolved Solids (DS) – As defined in the latest edition of Standard Methods.
M. District – Mission Springs Water District, a County Water District formed under provisions of Water Code 30000 et. seq. located in Riverside County, California.
N. District Engineer – A person or firm appointed by the Board to act as engineer for the District, who must be registered as a Civil Engineer by the State of California.
O. Domestic Sewage – Water-carried wastes produced from non-commercial or non-industrial activities derived from normal human living processes and of such character as permits satisfactory disposal, without special treatment.
P. Equivalent Dwelling Units (EDU) – The number of Equivalent Dwelling Units (EDUs) fixed and established for the various classifications of types and uses of property by the District's Rules and Regulations.
Q. Fixture Unit Equivalents – The fixture unit equivalent prescribed by the Uniform Plumbing Code or provisions adopted by the Board.
R. Garbage – Solid wastes from the preparation, cooking, and dispensing of food, and from the handling, storage, and sale of produce.
S. General Manager – The person employed or appointed by the Board to act as manager for the District.
T. Grease Interceptor or Separator – A device designed and installed so as to separate and retain deleterious, hazardous, or undesirable matter from normal wastes and permit

normal sewage or liquid wastes to discharge into the disposal terminal in a manner approved by the District.

U. Industrial Wastewater – Any and all liquid or waterborne waste from industrial or commercial processes of whatever nature, except domestic sewage.

V. Inspector – An authorized District representative who performs inspection duties to determine compliance with the provisions of this Ordinance.

W. Interceptor Sewer – A sewer, which conveys sewage from a collection system to a treatment plant that does not have direct connection to laterals leading from private property.

X. Main Sewer – A public sewer designed to accommodate more than one lateral sewer.

Y. Milligram per Liter (mg/L) – One thousandth of a gram per liter of water.

Z. Multiple Dwelling – A building for residential purposes having facilities for the occupancy of more than one person or family, including, but not limited to, the following: hotels, motels, auto courts, trailer courts, mobile home parks, apartment houses, duplexes, rooming houses, boarding houses and dormitories.

AA. Notice to Connect – Official Notice to Connect from the District shall consist of first-class certified mail sent to the last known address of the property owner of record, describing the requirement to connect per this Ordinance and stipulating the time limits within which connection to the Sewer System must be completed. A standard 90-day Notice to Connect shall be issued. A 60-day extension may be requested subject to the requirements of this Ordinance. The District shall also establish a recorded notice on the property title such that before any change in ownership of the property, compliance with the provisions of this Ordinance and the Notice to Connect shall be required.

BB. Owner – The person or persons in whose name the legal title to property appears by deed recorded in the County Recorder's office. Also, a person holding property pursuant to a permit issued by a government facility.

CC. Permit – Any written authorization required pursuant to this Ordinance or any other Rule or Regulation of the District.

DD. Person – One or more individuals, or a company or other legal entity, including the heirs, assigns, and successors in interest thereof.

EE. Private Sewage Disposal System – A sewage treatment and disposal facility located on a single parcel and intended to serve that parcel, and not connected to the Pubic Sewer. This shall include, but not be limited to, septic tanks, cesspools, leach fields, seepage pits, drain fields, or other such devices.

FF. Public Sewer – A sewer within a public right-of-way or easement owned or directly controlled by the District. It does not include any portion of a building sewer.

GG. Sand Interceptor or Separator – See Grease Interceptor.

HH. Sewage – Any liquid waste containing animal or vegetable matter in suspension or solution and may include liquids containing chemicals in solution.

II. Sewer System – Integrated facilities for collecting, transporting, pumping, treating, and disposing of sewage, which are owned or directly controlled by the District.

JJ. Sewer – A pipe or conduit for carrying sewage.

KK. Sewer Lateral – That portion of a Building Sewer extending from the Public Sewer to the property line or easement line.

LL. Standard Methods – The current edition of "Standard Methods for the Examination of Water and Wastewater" as published by the American Water Works Association.

MM. Street – Any public highway, road, street, avenue, alley, public place, public easement, or right-of-way.

NN. Suspended Solids (S.S.) – As defined in the latest edition of Standard Methods.

OO. Uniform Plumbing Code – The latest edition of the Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, which has been adopted by the county as its Plumbing Code/

PP. User – The person or persons owning or controlling property or improvements to which the District's sewer facilities are connected or available.

QQ. Wastewater Facilities – Any facility for the transportation, treatment, or disposal of sewage.

(Ord. No. 2008-02, § 2, 12-15-2008)

Section 6.02.030 – Use of Public Sewers

A. Sewer Connection Required – The Owner of each house, building or property within the District in which plumbing fixtures are installed, which abuts a street or easement in which there is located a Public Sewer, is required at the Owner's expense to connect said house, building or property with said sewer, in accordance with the provision of this Ordinance and within the time specified in an official Notice to Connect. A sewer system is "available" if a sewer system, or building connected to a sewer system, is within 100 feet of the existing or proposed dwelling unit in accordance with State Water Code Section 31103. Pursuant to applicable law, the California Regional Water Quality Control Board, Colorado River Basin Region also requires the discharge of waste from new or existing individual disposal systems on parcels of less than one-half acre that overlie the Mission Creek Aquifer or the Desert Hot Springs Aquifer in Riverside County be prohibited, if a sewer system is available.

B. Application for Sewer Service
   1. No person shall make a connection to any Public Sewer without first obtaining a written application for sewer service from the District and paying all fees in accordance with the requirements of the District's Ordinances or Rules and Regulations.
   2. Application for Sewer Service shall be made on a form furnished by the District. The application shall be accompanied or supplemented by such plans, specifications, and other pertinent information as the District may require.
   3. The Applicant shall agree on the application to maintain the building sewer at no expense to the District. The Applicant agrees to indemnify and hold harmless the

District, its officers, agents, and employees against any and all liability in connection with the work requested in the application to the extent permitted by law.

4. Applications pursuant to this Section are not subject to refund or credit in the event that a sewer opening permit (from a City or County land use agency) expires without completion of its entitlement.

C. Independent System – The sewage drainage system of each new building or new work installed in any existing building shall be separate and independent from that of any other building. When feasible, every building shall have an independent connection with the Public Sewer, unless part of a planned unit development, community apartment or mobile home park.

D. Existing Building Sewers
   1. Existing Building Sewers may be used to connect new buildings to the Public Sewer when, after inspection and testing satisfactory to the District, they meet the then-current District specifications and construction methods.
   2. If an existing Building Sewer is not to be used after demolition of the building, the Building Sewer must be disconnected from the Public Sewer at the property line and capped. Such disconnection and capping must be inspected and approved by the District.
   3. Before a change in use of an existing Building Sewer, the District must determine if such change will cause a change in the volume, strength, or character of the wastes. If it is determined the change in use will cause a change in the volume, strength or character of the wastes, the District may require a new application for connection to the sewerage system with payment of applicable fees and charges.

E. Connection to the Public Sewer
   1. Connection of a Building Sewer to the Public Sewer shall conform to the District's Rules and Regulations, and shall be made only at a Sewer Lateral or at a "wye" or "tee" in the Public Sewer.
   2. The District or District-approved contractor shall install a "wye" or "tee" in the Public Sewer if a Sewer Lateral is not available. The District may charge a fee for the installation of the "wye" or "tee."
   3. All costs and expenses incidental to the installation and connection of the Building Sewer shall be paid by the Owner.

F. Connection Fees and Permits – No sewer connection will be inspected by the District until all related fees are paid and the sewer opening permit has been issued by the City or County, whichever is the appropriate land use agency, as applicable for the sewer connection location. A sewer opening permit is authorized only to uncover and connect to the Sewer Lateral or to the "wye" or "tee" installed by the District. It is not authorized to uncover, disturb, or otherwise alter any portion of the Public Sewer.

G. Street Excavation Permit – A separate permit must be secured from the agency having jurisdiction over any public street or right-of-way in which an Owner or Contractor intends

to make an alteration or excavation in carrying out any work authorized or required by the District.

H. Protection of Excavation – All excavations for a sewer installation shall be adequately guarded with barricades or lights to protect the public from hazard. Streets, sidewalks, parkways, and other property disturbed in the course of the work shall be restored in a manner satisfactory to the District and any other person having jurisdiction thereover at the sole expense of the Owner or a duly authorized agent.

I. Backwater Valve Required – The District may require the installation of an approved backwater valve as specified in the Uniform Plumbing Code or as deemed necessary by the District to protect the Owner's property.

J. Cleanouts – Cleanouts in Building Sewers shall be provided where the Building Sewer joins the building outlet in accordance with the Ordinances or the District's Rules and Regulations. All cleanouts shall be maintained watertight.

K. Gravity Flow Not Possible – In all buildings in which a building drain is too low to permit gravity flow to the Public Sewer, sewage carried by such building drain shall be discharged to the Public Sewer only by means approved by the District at the Owner's expense.

L. Building Sewer Maintenance – The User shall bear the burden and all expenses related to maintenance and repair or replacement of the Building Sewer, including any backwater valve or other appurtenance installed in compliance with this Ordinance or the Rules and Regulations of the District.

M. Inspection – No sewer lateral shall be connected to the Public Sewer until the work covered by the sewer opening permit is completed, inspected and approved by an Inspector acting for the District to ensure compliance with all requirements of the District. If work proves satisfactory, the Inspector shall sign the Sewer Opening Permit. Any work not inspected is subject to rejection and removal. All piping and connections must be visible and uncovered to allow inspection. Inspections will only be made during regular working hours. Inspection hours are 7:00am to 3:30pm, Monday through Friday. Overtime (O.T.), requiring inspection will not be allowed on a routine basis. Request to work on weekends and holidays must be received at the District's office within three (3) working days' advance notice. Approval from authorized District staff must be obtained prior to any O.T. work. The total cost of overtime inspection is at Owner's expense.

N. Notification – The applicant for the connection of a Building Sewer to the Public Sewer shall notify the District twenty-four (24) hours in advance, Saturdays, Sundays, and Holidays excluded, when the Building Sewer is ready for inspection.

O. Condemned Work – When any work has been inspected and is not in compliance, the work shall be considered condemned, and written notice to that effect shall be given, instructing the Owner or the Owner's agent to repair the sewer or other work authorized by the sewer opening permit in accordance with District Ordinances or Rules and Regulations.

(Ord. No. 2008-02, § 3, 12-15-2008; Ord. No. 2009-02, 7-20-2009)

Section 6.02.040 – Public Sewer Connection

A. Feasibility of Service – An applicant wishing to determine if sewer service is available and feasible for a subdivision or other project within the District shall furnish to the District tentative maps showing lot sizes, street layout, elevations, proposed points of connection to the District's sewers, proposed pump stations and flow data based upon the design criteria of the District. Upon receipt of an appropriate fee prescribed by the District, the District Engineer and General Manager will review the information and inform the applicant by letter if sewer service is available and feasible and under what conditions, such as, but not limited to, over sizing, buy-in costs, or modification of the District's facilities.

B. Approval to Extend the Public Sewer
   1. No person shall construct or extend a Public Sewer without first obtaining written approval for the plans from the District and paying all related fees. This provision does not apply to the construction of sewers and appurtenances under contracts entered into with the District and on its account.
   2. Design and construction of a Public Sewer system or any portion shall be in accordance with the District's Developer/Contractor Handbook and Guidelines. Whenever the standards for sewer construction of any public entity do not meet the minimum District standards, the District standards shall prevail.

C. Indemnification of the District – As a condition of approval for the applicant to extend the Public Sewer, the applicant shall agree to indemnify and hold the District and its officers, agents, independent contractors, consultants, and employees harmless from any liability imposed by law upon the District or its officers, agents, independent contractors, consultants, or employees, including all costs, expenses, attorney's fees, and interest incurred in defending same, or in seeking to enforce this provision. Applicants shall be solely liable for any defects in performance of their work, or any related failure or damage, which may develop. The District and its officers, agents, independent contractors, consultants, and employees shall not be liable for injury or death to any person, or damage to any property arising during, or growing out of the performance of any work or construction by any applicant, contractor, or Owner.

D. Plans and Specifications – The applicant, applicant's engineer, or other persons proposing the construction of a Public Sewer within the District, will prepare and submit plans and specifications for construction of said Sewer, in accordance with the District's Developer/Contractor Handbook and Guidelines. This submittal will not relieve the applicant or other persons constructing the Public Sewer facilities from compliance with all other requirements imposed by Federal, State, County, or Local agencies.

E. Plan Check – The District Engineer will review the sewer plans and specifications for compliance with the District's requirements. The District will approve such plans provided the following conditions have been met:

1. The plans comply with District's Developer/Contractor Handbook and Guidelines and are in conformance with the Sewer Master Plan for the area.
2. Sufficient capacity exists in the District's Sewer System to accommodate sewage from the proposed project.
3. The applicant has paid the appropriate plan check fee prescribed by the District.

F. Construction – The applicant will construct wastewater facilities in accordance with the approved plans and specifications and construction methods as set forth in District's Developer/Contractor Handbook and Guidelines. After approval of construction plans and specifications, a five (5) working day advance notice to the District is required prior to the start of construction. All construction shall be performed by an approved Contractor.

G. Bonding of Improvements – Bonding and security deposits are required for any Public Sewer construction as specified in the District's Subdivision Procedures.

H. Inspection – All construction work shall be inspected by an Inspector acting for the District to ensure compliance with all requirements of the District. No construction shall be covered at any point until it is inspected and accepted by the District Inspector. Inspection costs shall be prepaid to the District by the applicant in the form of inspection fees, the amount of which shall be prescribed by the Board from time to time by Resolution. Inspections will only be made during regular working hours. Inspection hours are 7:00am to 3:30pm, Monday through Friday. Overtime (O.T.), requiring inspection will not be allowed on a routine basis. Request work on weekends and holidays must be received at the District's office with three (3) working days' advance notice. Approval from authorized District staff must be obtained prior to any O.T. work. The total cost of overtime inspection is at Owner's expense.

I. Prior Extension Contribution – When an Owner makes an application for sewer service to a lot, parcel, tract, or subdivision to which Public Sewers are already available, he shall pay to the District the proportionate share of the cost of said Public Sewer, to the extent that such payment has not already been made. The proportionate share shall be computed by the District from the actual cost to the District or other person making the original Public Sewer extension on the basis of front footage benefit accruing to the newly served property, prior assessments, acreage or other basis, including interest and legal fees paid.

J. Cost of Oversized Mains – The applicant shall bear the cost of any over sizing of the main sewer lines for applicant's property, which may be deemed necessary by the District to serve present and/or future developments to the property.

K. Refunds – Developer/Applicant may request and apply for a Refund Agreement from the District. If the District determines a Refund Agreement is appropriate, Developer/Applicant shall provide satisfactory to the District all requested necessary documentation and information prior to the District preparing the Refund Agreement. When Public Sewer extensions are made and paid for by an applicant and such sewer extension may be of benefit to another person in the future, said applicant shall provide for refund payment from Public Sewer connection charges collected by the District from

the new developer or applicant. Developer/Applicant shall be entitled to receive a refund of eighty percent (80%) of the front footage charges levied and collected by the District as a condition of any abutting parcels connecting to or receiving service from said Improvements. The District shall retain twenty percent (20%) of all front footage charges levied and collected as a condition of any abutting parcel connecting to or receiving service from said improvements in order to reimburse the District for all overhead and administrative expenses. All refund agreements shall become null and void ten (10) years from m the date first written.

L. Public Sewer Extensions – Public Sewer extensions to serve one or more parcels of land shall be made by and at the expense of the Owner or Owners of said land. The applicant or applicants shall follow the same procedures for Public Sewer Extensions as provided in this Section 6.02.040.

M. Easements – In the event that an easement is required for the extension of the Public Sewer or the making of connections, the applicant shall procure and have accepted by the Board, a property easement or grant right-of-way sufficient in law to allow the laying and maintenance of such extension or connection. All District sewer easements shall be at least twenty (20) feet in width unless otherwise approved by the District.

N. Acceptance of Facilities – Before the District will accept sewers and/or appurtenances into its maintained Sewer System, the applicant shall provide to the District, at the applicant's expense, the following documents:
   1. Recorded Notice of Completion and evidence that the sewer work has been paid for and completed.
   2. Plans as set forth in the District's Subdivision Procedures.
   3. Original recorded easement documents for Public Sewers not in public property, public right-of-way, or not dedicated to appropriate public use by a recorded subdivision or tract map.
   4. Original Grant Deed transferring to the District title to those facilities, which are to become part of the Public Sewer.
   5. Applicant's Engineer's signature on the "as-builts" certifying that facilities were installed according to the plans and specifications.
   6. Two operation and maintenance manuals for each pump station and/or unit of mechanical equipment.

(Ord. No. 2008-02, § 4, 12-15-2008)

Section 6.02.050 – Use of Sewers

A. General – Use of the District's Sewer System shall be a privilege subject to the District's Rules and Regulations, which may be revoked for non-compliance with this Ordinance or the Rules and Regulations. No right, title or interest to continue to use the Sewer System shall exist or accrue by reason of existing discharge, permit or authorization of the District.

B. Types of Waste Prohibited – No person shall discharge or cause to be discharged any of the following described liquids or other wastes to any Public Sewer or any opening leading to a Public Sewer if it appears likely in the opinion of the General Manager that such wastes may harm either the sewers, sewage treatment process or equipment, or can endanger persons or property, create a public nuisance, or cause a deleterious effect upon the receiving waters. In forming the opinion, consideration will be given to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers to which they discharge, sewer material, treatment process, treatment plant capacity and other pertinent factors. The substances so subject to prohibition include, but are not limited to:

1. Flammable or Explosive Substances – Any gasoline, benzene, naphtha, fuel oil, or other flammable, or explosive liquid, solid or gas which can produce a toxic or flammable atmosphere in the sewer.
2. Toxic or Poisonous Substances – Any toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with any other wastes, to insure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard to the receiving waters of the sewage treatment plant, including but not limited to cyanides in excess of two (2) mg/L as cyanide in the wastes as discharged to the Public Sewer.
3. pH Range and Corrosive Properties – Any liquid or other wastes having a pH lower than 6.0 or higher than 9.0 or having other corrosive properties capable of causing damage or hazard to person or property.
4. Solid or Viscous Substances – Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works, including but not limited to such substances as ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, un-ground garbage, whole blood, paunch, manure, hair and fleshing, entrails, paper dishes, cups, milk containers, or other material, either whole or ground, by garbage grinders.
5. High Temperature Waste – Any liquid or vapor having a temperature higher than one hundred fifty (150) degrees F (65 degrees C) at the Building Sewer.
6. Fats, Waxes, Grease, or Oils – Any liquid or other waste containing fats, wax, grease, or oils, or motor oil and grease, in excess of one hundred (100) mg/L, whether emulsified or not; or containing substances which may solidify or become viscous at temperatures between thirty-two (32) degrees F (0 degrees C) and one hundred fifty (150) degrees F (65 degrees C).
7. Heavy Metals or Excessive Chlorine Demand – Any liquid or other waste containing iron, chromium, copper, zinc, and similar objectionable or toxic substances, or wastes exerting an excessive chlorine requirement to such a degree that nay such material received in the composite sewage at the sewage treatment works exceed the limits established by local, state, or federal agencies for such materials.

8. Phenols, Odor, or Taste Producing Substances – Any liquid or other waste containing phenols or antifreeze glycols or other taste or odor-producing substances in concentrations exceeding limits which may be established by the District to meet applicable requirements of the local, state, or federal agencies.
9. Suspended or Dissolved Solids – Materials which exist or cause unusual concentrations of Suspended Solids or Dissolved Solids, which interfere with the treatment plant process or cause violation of applicable waste discharge requirements issued by the California Regional Water Quality Control Board.
10. Surface Runoff or Air Conditioner Drainage – Surface runoff, rainwater, storm water, groundwater, street drainage, subsurface drainage, roof runoff, yard drainage, unpolluted industrial process water, drainage from air conditioners or evaporative cooler shall not be discharged directly or indirectly into a District sewage facility.
11. Radioactive Waste – Any radioactive material or isotope of such half-life or concentration limits as may exceed limits set by applicable state or federal regulations.
12. Untreatable Wastes – Liquid or other wastes containing substances which are not amendable to treatment or reduction by the sewage treatment processes employed, or are not sufficiently amendable to treatment to permit the sewage treatment plant effluent to meet the requirements of the California Regional Water Quality Control Board.
13. Water Softening Unit Wastes – Any waste discharge resulting from the charging, regeneration or operation of water softening equipment.
14. Damaging Substances – Any material or concentration of material, which will cause damage or abnormal maintenance or operation costs with respect to any part of the Sewer System.

C. Swimming Pools – It shall be unlawful for any person to discharge the contents of a swimming pool into the Public Sewers
D. Septic and Chemical Toilet Waste – No person shall discharge pumpings from chemical toilets, septic tanks, holding tanks, cesspools, leach pits or recreational vehicles to the Public Sewers or any opening leading to the Public Sewers.

(Ord. No. 2008-02, § 5, 12-15-2008)

Section 6.02.060 – Industrial Discharges

A. Objective – The purpose of this section is to control the wastewater discharged into the public sewer from nonresidential users, which could contribute to causing the effluent discharge from the sewage treatment facility to violate any discharge requirement set by the United States Environmental Protective Agency (EPA) and California Regional Water Quality Control Board (RWQCB) as well as to protect public health, District personnel, and District facilities.

B. Authority – The District's Ordinance, Rules and Regulations may be amended from time to time in order to comply with updates to regulations set by the United States EPA or California RWQCB. The District's General Manager's powers include but not limited to:
    1. Issue industrial wastewater discharge authorization.
    2. Issue industrial wastewater discharge permit.
    3. Require the installation and maintenance of pretreatment and/or monitoring facilities and equipment.
    4. Require monitoring and reporting of discharge to the public sewer system.
    5. Monitor the quality of wastewater that enters the sewer system.
    6. Require the preparation of a spill containment plan and reporting of accidental discharge.
    7. Require the preparation of a slug control plan.
    8. Reject industrial wastewater discharge.
    9. Require control over the quantities or rate of industrial discharge to the public sewer system.
    10. Require payment to cover the added cost of handling and treating the industrial water/waste not covered by existing taxes or charges under the provisions of these regulations.

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

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

Constituent		Not to Exceed Limit
a	Methylene Blue Active Substance (MBAS)	1.0 mg/L
b	Ammonia Nitrogen	45 mg/L
c	Total Kjeldahl Nitrogen (TKN)	60 mg/L
d	Dissolved Sulfides	0.1 mg/L
e	Five (5) day Biochemical Oxygen Demand (BOD)	250 mg/L
f	Total Dissolved Solids (TDS)	665 mg/L

g	Sulphate-Ion	50 mg/L (See note 1)
h	Sodium-Ion	100 mg/L (See note 2)
i	Fluoride-Ion	0.7 mg/L (See note 3)
j	Chloride-Ion	70 mg/L (See note 4)
k	The discharge of water of natural geothermal origin is expressly prohibited	

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

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

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

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

E. Application for Industrial Discharge Permit – Any person desiring to discharge industrial waste into the Public Sewer, or as requested by the District, shall submit a complete permit application to the General Manager for review. The General Manager may issue an industrial discharge permit for connection to the Public Sewer System and may set requirements on the quantity and quality of any discharge. All industrial waste permit applications shall include but not limited to the following information:
    1. Name, address, and contact information for the business owners and managers who will be onsite during business hours.
    2. Description of the facility type, activities, operation, and services to be provided.
    3. Description of equipment type used on site.
    4. Facility Size.
    5. Type and amount of raw materials/chemicals used, stored, and/or processed on site. This should include a description of how materials/chemicals are stored.
    6. Wastewater flow rate and time/duration of discharge.
    7. Constituents of wastewater discharge
    8. Site plans, floor plans, mechanical and plumbing plans to show all sewers, floor drains and appurtenances by size, location, elevations, and points of discharge.
    9. Proposed pretreatment and monitoring facilities and procedures to be used.
    10. Any other information deemed necessary by the General Manager to evaluate the wastewater discharge application.
F. Industrial Waste Discharge Permit – Permits shall be issued for a period not to exceed five (5) years and are non-transferable. Approximately three (3) months prior to the expiration of the Industrial Wastewater Discharge Permit period, the District will give notice to the Permit holder of the need for renewal. Renewal of the Industrial Waste Discharge Permit requires the applicant to submit a new application to the District with the information provided in section 6.05 of these Ordinance for review and approval. The Industrial Waste

Discharge Permit shall be kept onsite and made available to District employees or representatives to view upon request.

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

G. Industrial Waste Discharge Permit Amendments – The General Manager reserves the right to modify an industrial waste discharge permit for good cause including but not limited to:
    1. To incorporate new, revised or updated federal, state, or local pretreatment standards or requirements.
    2. To address significant alterations or additions to the discharger's operation processes, or wastewater volumes or characteristics since the time of permit issuance.
    3. Information indicating that the permitted discharge poses a threat to the District's sewer system, District's personnel or the receiving waters.
    4. Violation of any terms or conditions of the permit.
    5. Misrepresentation or failure to fully disclose all relevant facts in the submitted Industrial Waste Discharge permit application or in any of the required reporting.
    6. To reflect the transfer of ownership or operation of the facility.

    A permit revision is required when the wastewater discharge deviates from the approved quantity or quality indicated in the current permit by more than 25 percent. The permit revision submittal should include a new permit application and a detailed description explaining the reason for the change in wastewater characteristics between the existing discharge and the indicated discharge in the original approved permit. If significant changes in wastewater-generating processes have been made since the original permit approval, the Owner/User will be required to submit updated plans and information.

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

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

1. Pretreatment of Industrial Waste – The General Manager may require the Owner/User, at his own expense, for the pretreatment and handling of the industrial waste to an acceptable condition prior to discharge to the Public Sewer. Any plans, specifications, or other applicable information related to the design, operation and construction of preliminary treatment or handling devices shall be submitted to the General Manager for review and approval at the time of permit application. No Construction of any such devises shall commence without approval from the General Manager. Pretreatment of industrial waste shall be in accordance with the United States EPA and/or California RWQCB pretreatment standards.
2. Limit Quantities and Rates – The permit may require that the Owner/User exercise specific control over the quantities and rates of discharge. If necessary, the Owner/User shall install an approved flume and automatic recording device for the purpose of measuring flow and flow rates.
3. Spill Control Plan – The Owner/User may be required to develop and implement a spill Control plan to adequately manage and prevent accidental/unanticipated discharges to the Public Sewer.
4. Waste Minimization Plan – The Owner/User may be required to develop and implement a Waste Minimization Plan to reduce the amount of pollutants discharged to the Public Sewer system.
5. Grease and Sand Interceptors and Separators – The Owner/User may be required to install, maintain, and use Grease and/or Sand Interceptors and Separators as specified in the current edition of the Uniform Plumbing Code, or as modified and superseded by District Ordinances or Rules and Regulations (see Article VII Grease/Sand Interceptors).
6. Costs for Additional Treatment – If in the opinion of the General Manager the Industrial Waste will require additional handling and treatment by the District, the Industrial Waste Permit shall include a special agreement or arrangement between the District and the Permit Holders whereby industrial waste may be accepted by the District for treatment, subject to payment of the added cost for this handling and treatment as established by the Board.
7. Control Manholes – When required by the General Manager or District Engineer, the Owner of any property served by the Building Sewer carrying industrial wastes shall install a suitable Control Manhole in the Building Sewer to facilitate observation, sampling and measurement of waste. Such manhole shall be installed by the owner at his expense, and shall be maintained to be safe and accessible at all times.

I. Maintenance Requirements – All pre-treatment system, flow measuring equipment, flow equalization device, grease or sand interceptor or separator, or other equipment or device required by the Industrial Waste Permit shall be continuously maintained in

satisfactory and effective operation at the Owner's expense, as approved by the District's inspector.

J. Access – The District shall be permitted to enter all properties covered by an Industrial Waste Discharge permit for the purposes of inspection, observing, measuring, sampling, and testing of the wastewater discharged to the public sewer to determine if standards set by this Ordinance or by the permit are being met. The Owner/User shall allow the District access to all control manholes, sampling locations, pretreatment systems or other equipment or device required by the Industrial Waste Permit at all times and shall not be restricted, impeded or prevented by the Owner/User. The Owner/User shall not store, stack, place any material on or around the manhole and/or sampling location to prevent or obscure the District's access. Any temporary or permanent obstruction to safe and easy access to the facilities to be inspected by the District shall be promptly removed by the Owner/User at written or verbal request of the District and shall be at the sole cost of the Owner/User.

K. Inspection Requirements – Physical inspections shall be coordinated with the District to allow for the Districts representative to be present during inspection, sampling and testing. The permit holder shall contact the District's Wastewater Department to schedule and arrange for a District representative to be present maintenance and/or sampling/testing. Inspections will only be made during regular working hours. Inspection hours are 7:00 a.m. to 3:30 p.m., Monday - Friday. Overtime (O.T.), requiring inspection will not be allowed on a routine basis. Request to work on weekends and holidays must be received at the District's office with three (3) working days' advance notice. Approval from authorized District staff must be obtained prior to any O.T. work. The total cost of overtime inspection shall be at Permit Holders expense.

L. Measurements, Sampling, and Tests – All measurements, tests, and analyses of the characteristics of water and wastes to which reference is made in this Ordinance shall be determined in accordance with the EPA Standard, 40 CFR Part 136, and latest edition of "Standard Methods for the Examination of Water and Wastewater" published by the American Public Health Association, and shall be determined at said Control Manhole and shall be at the Owner's expense. In the event that no Control Manhole has been required, the Control Manhole shall be considered to be the nearest downstream manhole in the Public Sewer to the point at which the Building Sewer is connected. Samples shall have a documented chain of custody and shall be performed at an appropriately licensed laboratory. A copy of the sample analysis from the laboratory shall be sent directly to the District as soon as it becomes available. All costs for inspections, pumping, sampling, analysis, or other maintenance shall be the responsibility of the property owner jointly with the user.

M. Reporting Requirements – An annual report shall be completed by all permit holders and submitted to the district no later than January 15th of each year. Annual reporting shall consist of supporting documentation of all pretreatment equipment and/or processes used, maintenance performed, including pumping, haul off, physical inspection, repairs,

sample analyses of characteristics of waste, flow measurements, and any other information required by the District or specified on the Permit.

N. Best Management Practices (BMPs) – The Owner/Applicant is to develop and incorporate best management practices (BMPs) for their facility to minimize the required maintenance to pretreatment or other facilities required by the Permit as well as protect the District's waste treatment facilities, water quality, and sewage sludge. Some examples of BMPs are as follows:
    1. All chemicals must be stored in a manner, method and location that ensure that there is no threat of discharge to the public sewer.
    2. Ensure employees do not pour chemicals down sinks, toilets, or floor drains.
    3. Hire a certified waste hauler to properly dispose of spent waste.
    4. Properly label chemicals.
    5. Develop a spill procedure and ensure employees are properly trained.
    6. Develop a pest management plan to manage/limit pesticides used.
    7. Limit irrigation run off.
O. Charges/Fees - The District, by Ordinance and under the authority of the District Rules, Regulations and Ordinances as may be amended from time to time, will establish fees and charges required for implementation of the District's Sewer Ordinance and specifically addressing this Section. Payment of all required fees must be received prior to any initial application, issuance, renewal or modification of an Industrial Waste Discharge Permit.
P. Enforcement - Noncompliance – Failure to comply with requirements set by the Districts Rules, Regulations and Ordinance or conditions of the Industrial Wastewater Discharge permit that result in a noncompliance ruling by the District shall constitute a violation of this Section. A notice of violation shall be issued to the property owner jointly with user of the facilities.
    1. Notice of Violation – A notice of violation shall set forth the nature of the violation, the requirements for achieving compliance, and a time frame in which compliance must be achieved shall be set by the District based on the nature of the violation.
    2. Issuance of Cease-and-Desist Orders – Failure to comply with a notice of violation within the time required may result in the issuance of a cease-and desist order directing the property owner jointly with user to comply within the time schedule set forth by the District or to cease operations effective immediately. A fine of at least $1,000 per violation per day will be imposed by the District and shall be attached to any cease and desist order. Violations resulting in issuance of a cease-and-desist order shall be remanded to the Board for consideration of civil liabilities in an amount at least $1,000/day in which the property owner jointly with user is in violation and civil or criminal penalties of at least $1,000/day per violation and subject to Article XI and the District's Rules, Regulations and Ordinances, as may be amended from time to time.
    3. Termination of Service – As provided for in Article XI: Enforcement, and the District's Rules, Regulations and Ordinances as may be amended from time to

time, failure to comply with a cease and desist order may result in a hearing and District staff's recommendation to revoke any Permit for said facility and/or a finding of termination of wastewater service, and/or water service to the violating facilities.

4. Administrative Fines – Any fees, charges or fines determined by the District to be delinquent may be assessed a monthly interest rate as determined by the District's established fees, and any such late fees may be included in any lien of the real property until such time as the fees, charges and fines are paid.
5. Judicial Enforcement – The District reserves the right to pursue any and all appropriate criminal and civil actions available against those who intentionally or negligently violate the provisions of the Permit issued or required here under this Section or the District's Sewer Service Rules, Regulations and Ordinances.

(Ord. No. 2024-01, 3-18-2024)

Section 6.02.070 – Grease/Sand Interceptors

A. Objective – Improper maintenance of grease and sand separators can violate the District's wastewater influent standards and have deleterious effects on the District's wastewater collection and treatment systems. The purpose of this Section is to minimize District costs incurred for the maintenance of sewer lines, lift stations, and treatment plants by reducing the amounts of fats, oils, grease (FOG) and sand being discharged to the sewer system.

B. Scope – Includes any public or private establishment discharging wastewater containing fats, oils, grease, or sand when waste pretreatment is deemed required by the District. This Section will ensure that at least minimal and reasonable maintenance is performed routinely on all qualified grease and sand interceptors connected to the District's sewer system, in order to protect District facilities and maintain its water quality objectives.

C. Authority – The District Ordinances, Rules, and Regulations as may be amended from time to time.

D. Qualified Facilities – When, in the judgment of the District, waste pretreatment is required, a property is deemed a Qualified Facility and an approved grease or sand/oil interceptor shall be installed and maintained at the property complying with the provisions of the latest edition of the Uniform Plumbing Code (UPC), at owner's/user's expense subject to the requirements of the local land use agency (City of Desert Hot Springs, City of Palm Springs or Riverside County) and/or the District.

Waste lines leading from sinks, drains, and other fixtures or equipment in establishments such as restaurants, cafes, lunch counters, cafeterias, bars and clubs, hotels, hospitals, sanitariums, factory and school kitchens or other establishments where grease may be introduced into the sewage system in quantities that can cause line blockage or hinder sewage treatment shall be connected to the grease interceptor. Waste lines leading from

car washes shall be connected to a sand/oil interceptor to prevent blockage of the collection system.

E. Interceptor Requirement – An interceptor shall be required when the wastewater from the building is anticipated to contain fats, oils, grease, sand, or other harmful constituents in amounts or concentrations which present the possibility of exceeding the District's wastewater influent standards (refer to Section 6.02.050), or causing or contributing to deleterious effects on the wastewater collection and treatment systems, which may be properly eliminated by use of an interceptor. Exception: An interceptor is not required for a building used solely for residential purposes except where common food preparation occurs that, as determined by the local land use agency (City of Desert Hot Springs, City of Palm Springs or Riverside County) and/or The District, rises to the level of requiring an interceptor.

   Any property owner jointly with the user may be required to install or modify the size of an interceptor and/or sample station according to guidelines set forth by the District's interceptor sizing criteria prior to connection to the District's collection system. If it is determined at any time after connection to the District's collection system, that the building, facility, or operation of the property, produces a waste with characteristics that would require installation or modification of an interceptor, said modification or installation shall be accomplished pursuant to this Section and supported by the District's Sewer Ordinances, Rules and Regulations as may be amended from time to time.

   The installation of an interceptor shall be the responsibility of the of the property owner jointly with the user of the business or entity whose operations cause or contribute to the necessity for an interceptor. When the District provides notice to the property owner jointly with the user that their facility meets the District's requirements for a Sewer Interceptor Waste Discharge Permit they shall immediately apply for an Interceptor Permit.

F. Application for Sewer Interceptor Waste Discharge Permit – It shall be determined on a case-by-case basis if an application for a Sewer Interceptor Waste Discharge Permit and an interceptor are required at the application for water and sewer service review, or at any time the District notifies the owner and user jointly that an Interceptor Permit application is required. The review shall be based on an evaluation of objective criteria including but not limited to the following:
   1. Type of facility (i.e., restaurant, bakery, cheese factory, car wash, etc.).
   2. Volume of the property owner jointly with user's business, or operations (i.e., number of meals served, number of seats, number of tables, hours of operations).
   3. Peak flow of wastewater discharged to the collection system.
   4. Size and nature of facilities (including kitchen facilities), based on size, type and number of fixtures, and type of processing or cooking equipment used.

5. Type of service provided or operation undertaken (such as dine-in meal service versus carry-out meal service).
6. Type of foods, or other materials used in the cooking, processing, or manufacturing operations carried on within the property owner jointly with the user's facility.
7. Overall potential for grease-laden, flammable, or sand-laden discharges.
8. Existence of devices, procedures, or processes which are designated to minimize the amount of grease, sand, oil, or other flammable liquids from entering the collection system.

In the event of new construction or remodeling, the property owner jointly with the user, shall notify the District of the proposed design, location, and procedures for operation and maintenance of any new or modified interceptor prior to the issuance of any construction permit to commence construction from the applicable land use agency or authority. Appropriate plan check and application fees must be paid to the District. The review of new construction/remodeling will be conducted through the appropriate plan check review process through the District's Engineering Department. Submittal and approval of an Application for Sewer Interceptor Waste Discharge Permit will be required and must be approved before permission is granted to connect to the collection system.

In circumstances where the property owner jointly with the user has already connected to the District's collection system, and the local land use agency (City of Desert Hot Springs, City of Palm Springs or Riverside County) and/or the District determines that an interceptor must be installed, the property owner jointly with the user shall promptly provide an Application for Sewer Interceptor Waste Discharge Permit to the District. The application shall be completed and submitted to the District not later than ten (10) working days after the date of notice form compliance from the land use agency and/or the District. The installation of an interceptor on an existing owner/user facility shall occur not later than one hundred and eighty (180) calendar days after the date of notice for compliance from the land use agency and/or the District. The one hundred and eighty (180) day installation period may be extended by a written request from the applicant, with supporting evidence, addressed to the District General Manager and submitted at least ten (10) working days before the expiration of the initial time period. Denial of a request for extension of time for compliance is subject to the Appeal process. Failure to meet compliance deadlines and requirements of this Section will subject the facility to the Enforcement provisions of this Section. The District reserves the right to implement and enforce its policies, procedures, ordinances, rules and regulations for those properties that do not comply.

G. Interceptor Permit – All Qualified Facilities will require a Sewer Interceptor Waste Discharge Permit (Interceptor Permit) issued by the District for the discharge of covered constituents. The property owner jointly with the user of a Qualified Facility will be required to complete and submit an Application for a Sewer Interceptor Waste Discharge Permit and comply with all requirements of the District and the Interceptor Permit and as

a condition of water and sewer service from the District. Interceptor Permits shall be issued for a period not to exceed five (5) years and are non-transferable. Approximately three (3) months prior to expiration of the five year Interceptor Permit period, the District will give notice to the Interceptor Permit holder of the need to renew their Interceptor Permit. Upon change of ownership and/or the user of a Qualified Facility, and/or any modification or material changes made to the Qualified Facility according to the criteria under the Application for Sewer Interceptor Waste Discharge Permit in Section 6.02.070(F), a new Application for Sewer Interceptor Waste Discharge shall be submitted within ten (10) working days of the effective change. If a new application is not made to the District within the times stipulated, the Interceptor Permit will become null and void and the discharger shall receive a Notice of Violation. Interceptor Permits shall be kept onsite and made available to District employees or representatives to view.

H. Interceptor Permit Renewal – Interceptor Permit renewals require submittal of a new Application for a Sewer Interceptor Waste Discharge Permit. The application shall be submitted at least ten (10) working days prior to an existing Interceptor Permit expiration date.

I. Conditional Use – By applying for an Interceptor Permit, the property owner jointly with the user agree to abide by all rules, regulations, ordinances and policies of the District concerning and pertaining to the Interceptor Permit. Any violation of the District ordinances, rules, regulations and policies regarding said Interceptor Permit and/or the District's Sewer Service Rules and Regulations Ordinance and the District's Rules, Regulations and Ordinances, as may be amended from time to time, can subject the Interceptor Permit to immediate revocation as determined by the District (ref. Notice of Violation and Issuance of Cease and Desist Orders herein).

J. Prohibited Materials – The use of chemicals or other materials for emulsification, suspension, or dissolution of oil and grease are prohibited. The use of microbiological agents to metabolize fats, oils, and grease is expressly prohibited unless a complete onsite study is conducted using acceptable scientific methods to prove the claims of the product. The study must receive prior approval by the District's Wastewater and Engineering Departments, and all costs associated with the study, including the District's evaluation and review of the study, shall be the responsibility of the property owner/user. No elements of the study may be instituted without final District approval.

    1. Food Grinders – New food establishments shall not install food grinders in the plumbing system that drains to the grease interceptor. Existing food establishments that have existing food grinders on their plumbing system draining to the grease interceptor shall remove them within one hundred and eighty (180) calendar days notice from the District unless a Conditional Waiver of greater time period for compliance is granted.
    2. Waste cooking oil shall not be disposed of into drainage pipes.

3. Dishwashers or any other onsite process that drain to the grease interceptor and raises the temperature of the grease interceptor to 150 degrees Fahrenheit (65 degrees C) or higher is prohibited.
4. Sanitary Facilities – Flows from toilets, urinals, washbasins or other sanitary facilities are prohibited from draining to the grease interceptor.
5. FOG and Sand from Interceptor – Fats, oils, grease and sand removed from an interceptor shall not be disposed of into the sewer collection system.

K. Maintenance Requirements – Any Qualified Facility with an interceptor shall continuously maintain the interceptor. All costs for inspections, pumping, sampling, analysis, or other maintenance shall be the responsibility of the property owner jointly with the user. The interceptor shall be cleaned, inspected, and sampled as often as necessary to ensure that the fluid capacity of the interceptor has not been reduced by more than 25% nor is exceeding the effluent limit of 100 mg/L for fats, oils, and grease.

   The District shall determine the initial minimum pumping, sampling, and inspection frequency for each Qualified Facility. During each twelve (12) month period following the initial Interceptor Permit issue date, a minimum of one (1) physical inspection shall take place and annually thereafter for the term of the Interceptor Permit. The frequency of inspections may be increased by notice or Interceptor Permit. The District will determine whether the frequency of pumping and/or inspection should be increased or decreased from the initial determination for each Qualifying Facility or upon any subsequent evaluation. For those facilities with increased inspection schedules, the periods of time between inspections will be stipulated in the Interceptor Permit.

L. Choosing a Maintenance Provider – A qualified professional grease/septic maintenance company (contractor) shall perform all pumping, physical inspections, repairs, and sample draws required by notice or Interceptor Permit. Numerous qualified professional grease/septic maintenance companies can be found in the local yellow pages or internet under the heading “SEPTIC” or “Septic Tank Cleaning Services” for the local area. The District does not endorse or recommend any particular company. All liquids and materials pumped and/or removed from the interceptor shall be disposed of in accordance with all local, county, state, and federal requirements. All costs for inspections, pumping, sampling, analysis, or other maintenance shall be the responsibility of the property owner jointly with the user.

M. Inspections – Physical inspections shall be coordinated with the District to allow for the District representative to be present during inspections and sample draws. The Interceptor Permit holder shall contact the District’s Wastewater Department to schedule and arrange for a District representative to be present when each maintenance (pumping event) and/or sample draw takes place. Inspections will only be made during regular working hours. Inspection hours are 7:00am to 3:30pm, Monday through Friday. Overtime (O.T.), requiring inspection will not be allowed on a routine basis. Request to work on weekends and holidays must be received at the District’s office with three (3)

working days' advance notice. Approval from authorized District staff must be obtained prior to any O.T. work. The total cost of overtime inspection is at the Permit Holder's expense.

The facility's contractor completing the physical inspection shall determine the available fluid capacity of the interceptor and, if required by Interceptor Permit or at the direction of the District representative, a sample of the effluent shall be taken at peak flow period and tested for grease. Sampling and analysis shall be completed in accordance with the latest edition of Standard Methods for Examination of Water and Wastewater, and in compliance with EPA Standards, 40 CFR Part 136. Samples shall have a documented chain of custody and shall be performed at an appropriately licensed laboratory. A copy of the sample analysis from the laboratory shall be sent directly to the District as soon as it becomes available. All costs for inspections, pumping, sampling, analysis, or other maintenance shall be the responsibility of the property owner jointly with the user.

When the physical inspection reveals the fluid capacity has been reduced by more than 25% or the sample analysis exceeds 100 mg/L emulsified oil or grease, pumping will be immediately required with supporting documentation provided to the District. Upon inspection there shall be no visible floating oil or grease in the interceptor effluent or pumping will be required.

N. Best Management Practices (BMPs) – In addition to the maintenance required herein, it is highly recommended that the District's Sewer Interceptor Fats, Oils, and Grease BMPs be followed for minimizing discharges from food service establishments and decreasing required maintenance of interceptors by their users. District employees are available to assist Interceptor Permit Holders in communicating BMPs to employees of the facility through prearranged presentations and kitchen/food preparation area instructional signs, placards and handouts. Please contact the District Wastewater Department to receive this assistance. Food establishments shall be required to train their employees in the BMPs upon hire and refresh at least every year thereafter. Training records shall be documented with signatures of employee's attendance and understanding of the training. Training records shall be maintained and provided to District representatives upon request. Some examples of BMPs follows:
    1. Instruct employees on how to "dry wipe" pots, pans, dishware and work areas before washing to remove grease.
    2. Instruct employees on how to properly dispose of food waste and solids in enclosed plastic bags prior to disposal in trash bins or containers to prevent leaking and odors.
    3. Show employees the location and use of absorption products to clean under fryer baskets and other locations where grease may be spilled or dripped.
    4. Show employees how to properly dispose of grease or oils from cooking equipment into a grease receptacle such as a barrel or drum without spilling.
    5. Maintenance of kitchen exhaust filters requires that wastewater generated from the cleaning process be disposed of properly.

6. BMP signage conspicuously posted in the food preparation and dishwashing areas is a very effective way of communicating and reminding employees of the importance of the BMPS.

O. Reporting Requirements – An annual report shall be completed by all Interceptor Permit holders and submitted to the District no later than January 15th of each year. Annual reporting shall consist of a completed Sewer Interceptor Waste Discharge Permit Annual Interceptor Maintenance Reporting form (Annual Report) and supporting documentation of all maintenance performed, including pumping, physical inspections, repairs, sample analyses of effluent for grease limit, and any District inspections as required by Interceptor Permit or notice completed during the calendar year just ending December 31st. New facilities, (i.e., those who receive a new Interceptor Permit on or after January 1 of each calendar year) shall also be subject to the Reporting Requirements regardless of the date of issue. New facilities must submit an Annual Report for any maintenance completed during the previous calendar year, as required and noted in their current Interceptor Permit. Both new and current Interceptor Permitted facilities shall perform all required maintenance as listed in their Interceptor Permit within the time limits specified. All current Interceptor Permit holders are required to submit an Annual Report each year before the January 15th deadline. However, because of the initial current shortened reporting period for new facility Interceptor Permit holders (those that have less than 12 months of operation by January 1st and have only one annual inspection/pumping event required per year), it is important for them to note on the reporting form that the initial reporting period was for less than 12 months and no maintenance was required or reported for the period per their Interceptor Permit requirements. For any and all maintenance required and completed in the past year (or portion of the year for those with increased maintenance event requirements) under current Interceptor Permit requirements, a report shall be made. The report must include the date of maintenance, the maintenance company's name, address, telephone number, contractor license number, number of gallons pumped, and/or description of other work performed as noted in the Sewer Interceptor Waste Discharge Permit Annual Interceptor Maintenance Reporting form (Annual Report).

P. Notification – January 1st or the soonest regular business day thereafter of each calendar year, an annual reporting reminder notice will be mailed from the District to all qualifying facilities. This notification is a reminder to Interceptor Permit Holders to provide proof of any interceptor maintenance performed in the preceding twelve (12) calendar month period as a requirement of their Interceptor Permit. Instructions concerning compliance and the Annual Report will be included in the notice.

Q. Waiver – Only those facilities that, in the judgment of the District, have provided adequate and sufficient proof that the quality and/or quantity of their wastewater qualify them as exempt from these requirements shall be granted a Waiver. The property owner jointly with the user must submit a Sewer Interceptor Waste Discharge Waiver form and any supporting documentation or proof of qualification for exemption before any request

for Waiver can be considered. Limited food preparation establishments are one example of facilities that can be considered for Waiver. Limited food preparation establishments are those establishments that are engaged only in reheating, hot holding or assembly of ready-to-eat food products that do not produce significant amounts of FOG. Limited food preparation establishments do not change the form, flavor, or consistency of the food they serve.

R. Conditional Waver/Permanent Variance/Grease Disposal Mitigation Fee – The District may consider a conditional stay for a Notice of Violation for Non-Compliance through an application for Conditional Waiver. The request for Conditional Waiver shall consist of a letter addressed to the District General Manager, outlining the circumstances, with any supporting evidence of the violator's reason(s) for seeking a Conditional Waiver for an extension of time for compliance or in some cases Permanent Variance. For approved Conditional Waivers, the General Manager will establish a reasonable amount of time to achieve the compliance, normally 60 days. Permanent Variance from the District's established rules, ordinances, regulations and policies shall require the approval of the General Manager and the Board. Permanent Variance determinations will be based upon, but not limited to, allowing alternative FOG pretreatment technology that is at least equally effective in controlling FOG discharges, when acceptable grease interceptor technology is not feasible.

   If a request for a Conditional Waiver or Permanent Variance is not approved by the General Manager, applicants can utilize the Appeals process herein. In some cases, the District may find that, because of circumstances, a Grease Disposal Mitigation Fee may be appropriate if no alternative technology is viable or acceptable. The Grease Disposal Mitigation Fee will establish an impact cost for the facility for the increased maintenance of the sewer system.

S. Charges/Fees – The District, by Ordinance and/or Resolution and under the authority of the District Rules, Regulations and Ordinances as may be amended from time to time, will establish fees and charges required for implementation of the District's Sewer Ordinance and specifically addressing this Section. Payment of all required fees must be received prior to any initial application, issuance, renewal or modification of an Interceptor Permit.

T. Enforcement
   1. Non-Compliance – Failure to provide proof of interceptor maintenance or any other indication of failure to maintain qualified interceptors or other violation of these requirements that result in a non-compliance ruling by the District shall constitute a violation of this Section. A notice of violation shall be issued to the property owner jointly with the user of the facilities.
   2. Notice of Violation – A notice of violation shall set forth the nature of the violation, the requirements for achieving compliance, a time frame in which compliance must be achieved, and must not exceed ten (10) working days. A conditional waiver may be

applied for in response to a Notice of Violation to extend the time period for compliance.

3. Issuance of Cease and Desist Orders – Failure to comply with a notice of violation within the time required may result in the issuance of a cease and desist order directing the property owner jointly with the user to comply within the time schedule set forth by the District or to cease operations effective immediately. A fine of at least $1,000 per violation per day will be imposed by the District and shall be attached to any cease and desist order. Violations resulting in issuance of a cease and desist order shall be remanded to the Board for consideration of civil liabilities in an amount at least $1,000 per day in which the property owner jointly with user is in violation and civil or criminal penalties of at least $1,000 per day per violation and subject to Section 6.02.110 and the District's Rules, Regulations and Ordinances, as may be amended from time to time.
4. Termination of Service – As provided for in Section 6.02.110: Enforcement, and the District's Rules, Regulations and Ordinances as may be amended from time to time, failure to comply with a cease and desist order may result in a hearing and District staff's recommendation to revoke any Interceptor Permit for said facility and/or a finding of termination of wastewater service, and/or water service to the violating facilities.
5. Administrative Fines – Any fees, charges or fines determined by the District to be delinquent may be assessed a monthly interest rate as determined by the District's established fees, and any such late fees may be included in any lien of the real property until such time as the fees, charges and fines are paid.
6. Judicial Enforcement – The District reserves the right to pursue any and all appropriate criminal and civil actions available against those who intentionally or negligently violate the provisions of an Interceptor Permit issued or required here under this Section or the District's Sewer Service Rules, Regulations and Ordinances.

(Ord. No. 2008-02, § 7, 12-15-2008; Ord. No. 2009-02, 7-20-2009)

Section 6.02.080 – Private Sewage Disposal Facility

A. Private Sewage Disposal Systems – Where a Public Sewer is not available or where connection to a Public Sewer is not required under the provisions of Section 6.02.030(A), the Building Sewer of each house, building, or property in which the plumbing fixtures are installed shall be connected to a private sewage disposal system.
B. Compliance with Applicable Regulations – Any Private Sewage Disposal System discharging waste within the boundary of the District, as provided in Section 6.02.080(A), shall comply with the design policies and codes of the applicable County Health Department, the provisions of the Uniform Plumbing Code, and where applicable have an exemption from the Regional Water Quality Control Board for the discharge of waste from the system.

C. Cost of Maintenance by Owner – The Owner of a Private Sewage Disposal System shall operate and maintain the facilities in a sanitary manner at all times at no expense to the District.
D. Notice to Connect a Private System(s) – As required in Subsection 6.02.030(A) herein, if a Private Sewage Disposal System (septic tank) is required to connect to the Public Sewer, then the Owner(s), at their own expense, shall be required to connect said house, building or property to said sewer in accordance with the provisions of this Ordinance within the time specified in an official Notice to Connect, the standard for which is a 90-day Notice to Connect with a possible extension of 60 days. The District shall also establish a recorded notice on the property title such that before any change in ownership of the property, compliance with the provisions of this Ordinance and the Notice to Connect shall be required.

   Upon failure to connect a Private System per the Notice to Connect within the time limit specified, the General Manager is authorized to take action necessary to connect the property to the Public Sewer, pursuant to procedures of abatement listed under Section 6.02.110 – Enforcement, Subsections 6.02.110(D), 6.02.110(G), and 6.02.110(H), and pursuant to the California Health and Safety Code Sections 5463, 5464, and 5474 et. seq, and all costs thereof, including, but not limited to, actual cost of performing the work, attorney's fees and costs related thereto, shall constitute a lien on the property.

(Ord. No. 2008-02, § 8, 12-15-2008; Ord. No. 2009-02, 7-20-2009)

Section 6.02.090 – Sewer Service Charges

A. Purpose – The purpose of the sewer service charge is to raise revenue for expenses to operate, repair, replace and maintain the Sewer System used for the collection, treatment, and disposal of wastewater generated within the District.
B. Charges and Fees – As provided in Section 6.02.010(F), the Board shall, from time to time, by separate Ordinance and/or Resolution, establish charges and fees appropriate to carry out the purposes of this Ordinance.

(Ord. No. 2008-02, § 9, 12-15-2008; Ord. No. 2009-02, 7-20-2009)

Section 6.02.100 – Billing and Collection

A. Customer – As used in the Article, Customer shall mean the Owner or Owner's agent designated in writing in whose name the sewer service is listed and who made application for sewer service with the District. The Customer listed for a multiple dwelling unit shall be the Owner of the Building connected to the Public Sewer.
B. Billing – The regular billing period for sewer service charges will be monthly or bi-monthly at the option of the District.
C. Collection with Water Bills – Where the User is also a District Customer receiving water service operated by the District, billing of Sewer Service Charges shall be made together

and not separately from the charges for the water service. They will be billed upon the same bill and collected as one item.

D. Payment of Bills – Bills for sewer service shall be rendered at the end of each billing period and are due and payable upon presentation. If full payment is not received at the business office of the District on or before the final payment date, the bill shall become past due and delinquent as stated in Subsection 6.02.100(K).
E. Opening and Closing Bills – Opening and closing bills shall be prorated based upon the number of days in which the service was furnished as it relates to the monthly minimum for the service in question.
F. Upon Vacating Premises – Customers desiring to discontinue service should so notify the District in writing at least two (2) days prior to vacating the premises. Unless discontinuance of service is ordered in this manner, the customer shall be liable for ongoing charges until such notice is given.
G. Refunds – When any refund becomes due and owing by virtue of Board action or by virtue of any error made in ascertaining the charge applicable to any Customer, the General Manager is authorized to make payable such moneys from the specific fund established for the deposit of Sewer Charges.
H. Adjustments – Any Customer may make a written application to the General Manager requesting a different basis of charges by reason of special circumstances which indicate that the sewer charge for the specific premises are inequitable. The Board may, by Ordinance or agreement, fix and establish an alternative sewer rate after making a finding that because of specific circumstances the rate established for the premises was not fair, equitable, and commensurate to the benefit received from the Sewer System. The Board may revoke such rate whenever it finds that the special circumstances no longer exists.
I. Delinquent Notice – A delinquency notice shall be mailed to customers whose accounts are delinquent (see Subsection 6.02.100(K), warning that service will be disconnected unless payment is made within seven (7) calendar days from the date of mailing of the delinquency notice. The delinquency notice shall indicate amount due, including late fees and/or fines, and the total amount, which must be paid. Notice of any delinquency in a tenant's account shall also be sent to the owner of the property with indication of owner's liability.
J. Late Fee – A charge added to each delinquent account at the time any amount becomes delinquent with the exception of an account that has had no delinquencies in the prior 12-month period. When a late fee is made, such charge shall be added to the delinquent account the date the account becomes delinquent. This charge shall become an inseparable part of the amount due as of that time.
K. Authorization for Continuance of Service for Delinquent Account – The General Manager, or his designee, may authorize continuation of service to a delinquent account if financial arrangements satisfactory to the District are established.

L. Enforcement – In the event of the failure of any Customer to pay the amount of Sewer Service Charge due and owing, the District may enforce payments of such late fees as follows:
   1. Notice – A delinquent Notice shall be mailed to the Customer whose account is delinquent by more than 15 days, warning that the service will be disconnected unless payment is made. The Notice shall indicate the amount due, including late fees, and the total amount must be paid within seven (7) calendar days from the date of mailing of the delinquent notice.
   2. Disconnection – The District shall have such premises disconnected from the Sewer System. In the event such disconnection should create a public hazard or nuisance, the General Manager, or his representative may enter upon the premises for the purpose of doing such things as may be reasonably necessary to alleviate or remove such hazard or nuisance. All costs incurred by the District shall be reimbursed by the Customer. (See Subsection 6.02.110(A))
   3. Court Action – The General Manager is authorized to institute an action in any court of competent jurisdiction to collect any charges which may be due and payable in the same manner as any other debts owing to the District may be collected, including court costs and reasonable attorney's fees.
   4. Lien – The General Manager is authorized to prepare a statement of the amount of late fees and penalties accrued on the property and record the statement as a lien upon the real property receiving the sewer services.
      a. Contents of Statement – The statement shall contain a description of the property served and the amount of charges, fines, and late fees.
      b. Execution, Acknowledgement, and Filing – The statement shall be executed by the General Manager or the Controller, the signature notarized, and filed with the County Recorder in the appropriate county.
      c. Duration of Lien – Such lien shall have the force, effect, priority, and duration of an abstract or a judgment against the owner of real property and may be enforced in like manner.

M. Fees and Deposits – The District shall require all late fees and fines to be paid in full before any reconnection of the Building Sewer is made.

N. Collection of Sewer Fees on Property Tax Bill – Notwithstanding anything to the contrary contained in the Rules and Regulations for Sewer Service including, but not limited to, Section 6.02.100, residential Sewer User Fees shall be collected pursuant to the applicable provisions of California Health & Safety Code Section 5470 et. seq. at the same time and in the same manner and by the same persons as, together with and not separately from, the general taxes for the District, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties which shall be levied on and collected from the owners of said parcels as permitted by Health and Safety Code Section 5473.7.

(Ord. No. 2008-02, § 10, 12-15-2008; Ord. No. 2016-02, 5-24-2016)

Section 6.02.110 – Enforcement

A. Illegal Connection – Any connections made to the Sewer System without complying with the District's Ordinances or Rules and Regulations and paying all fees and charges required is illegal and a public nuisance.
   1. The District may enter property and disconnect any illegal connection from the Public Sewer. Should disconnection be necessary, all costs incurred by the District including reasonable attorney's fees, shall be recovered by the District.
   2. At the discretion of the Board, after application for a permit is made, connection may be allowed to continue by first determining that no harm has been done by the connection, or if the connection was properly made. Any repairs must be fully effected at the sole expense of the Owner and a penalty of double the permit, inspection, and connection fees as established by this Ordinance be paid. In addition all unpaid sewer service charges, assessments or other charges shall be computed from the date the illegal connection was made, and shall be paid by the Owner.

B. Protection from Damage – No unauthorized person shall intentionally or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment, which is a part of the Sewer System. Any person violating this provision shall be guilty of a misdemeanor and subject to the penalties provided by law.

C. Falsifying of Information – Any person who knowingly makes any false statements, representation, record, report, plan or other document filed with the District or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance shall be guilty of a misdemeanor and subject to the penalties provided by law.

D. Issuance of Cease and Desist Orders – When the District finds that the provisions of this Ordinance or the District's Rules and Regulations have been violated, or are threatened to be violated, the General Manager, or a designated agent, may issue an order to cease and desist and direct that those persons not complying with the Ordinance or the Rules and Regulations to:
   1. Comply forthwith.
   2. Comply with a time schedule set forth by the District; or
   3. In the event of a threatened violation, take appropriate remedial or preventative action.

E. Civil Penalties – Any person who intentionally or negligently violates or threatens to violate any provision of this Ordinance or permit condition, who violates any cease and desist order, prohibition, effluent limitation, pretreatment or toxicity standard, or creates a nuisance shall be liable civilly in an amount not to exceed $10,000 for each day in which such violation occurs. The Board may, after necessary hearing and finding that the violation or threatened violation exists, require their attorney to seek a preliminary or permanent injunction in the Superior Court, including the imposition of civil liability.

F. Termination of Service – The District, after a hearing and recommendations of the Executive Committee of the Board of Directors, may revoke any wastewater discharge permit, or terminate or cause to be terminated wastewater service to any building if a violation of any provision of this Ordinance causes or threatens to cause a condition of contamination, pollution, or nuisance as defined in the Water Code. This provision is in addition to other statutes, rules, or regulations authorizing termination of service for delinquency in payment.
G. Public Nuisance – The continued habitation of any building, the continued operation of any industrial facility or the discharges of wastewater in any manner in violation of the Ordinance or the Rules and Regulations, or of any cease and desist order is hereby declared as a public nuisance and shall be corrected or abated as directed by the General Manager. Any person creating a public nuisance is guilty of a misdemeanor and is subject to penalties provided by law.
H. Abatement – The District may cause proceedings to be brought for the abatement of the occupancy of a building, industrial facility, or public nuisance. In the event such proceedings are brought, the Owner or User shall pay to the District reasonable attorney's fees and costs associated with said proceedings.

(Ord. No. 2008-02, § 11, 12-15-2008)

Section 6.02.120 – Miscellaneous Provisions

A. Appeals – Any User, permit applicant, or permit holder affected by any decision, action, or determination, including Cease and Desist Orders made by the General Manager, when interpreting or implementing the provisions of this Ordinance or in any permit issued herein, may file with the General Manager a written request for reconsideration within ten (10) days of such decision, action, or determination, setting forth in detail the facts supporting the User's request for reconsideration. If the ruling by the General Manager is unsatisfactory to the person requesting reconsideration, a written appeal must be filed to the Board within ten (10) days after notification of the District action. The written appeal shall be heard by the Board within 30 days from the date of filing unless a longer time is requested by the petitioner. The Board shall make a final ruling on the appeal within ten (10) days of the close of the meeting. The General Manager's decision, action or determination shall remain in effect during such period of reconsideration.
B. Own Motion – The Board may, on its own motion, find that by reason of special circumstances and provision of its Ordinances or Rules or Regulations should be suspended or modified as applied to a particular premise and may, by resolution, order such suspension or modification for such premise during the period of such special circumstances or any part thereof.
C. Powers and Authorities – The officers and any duly authorized employee of the District shall carry evidence establishing the position as an authorized representative of the District and upon exhibiting the proper credentials and identification shall be permitted

to enter in and upon any and all buildings, industrial facilities, easements and properties for the purposes of inspection, re-inspection, observation, measurement, sampling, testing, repairing, replacing, maintaining and otherwise performing such duties as may be necessary in the enforcement of the provisions of the Ordinance, the District's Rules and Regulations and the Uniform Plumbing Code. All persons shall be held strictly responsible for any and all acts of agents or employees done under this Ordinance. Upon being notified by the General Manager of any defect arising there from in any sewer or any violation of this Ordinance, the persons having charge of said work shall immediately correct the same.

D. Inspection and Sampling – The District may inspect the facilities of any User to ascertain whether the purpose of this Ordinance is being met and all requirements are being complied with. Persons or occupants of buildings where wastewater is created or discharged shall allow the District or its representatives ready access at all reasonable times to all parts of the premises for the purposes of inspection and/or sampling or otherwise in the performance of any of their duties. The District shall have the right to set up on the User's property such devices as are necessary to conduct sampling or metering operations. Where a User has security measures in force, which would require proper identification and clearance before entry into their premises, the User shall make necessary arrangements with their security guards so that upon presentation of suitable identification, personnel from the District will be permitted to enter without delay for the purposes of performing their specific responsibilities.
E. Severability – If any section, subsection, sentence, clause, or phrase of this Ordinance or the application thereof to any person or circumstance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or any section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared to be unconstitutional.

(Ord. No. 2008-02, § 12, 12-15-2008)

RESOLUTION NO. 2024-22

A RESOLUTION TO THE BOARD OF DIRECTORS OF MISSION SPRINGS WATER DISTRICT ADOPTING AN ADMINISTRATIVE CODE

WHEREAS, pursuant to its authority granted by County Water District Law (California Water Code §§ 30000, et seq.), the Board of Directors has previously adopted various policies and procedures of the District, whether by ordinance, resolution or other appropriate action; and

WHEREAS, the Board of Directors wishes to adopt an organizational system in order to make access to these policies and procedures more transparent and user friendly. In that regard, the Board wishes to establish an "Administrative Code" containing a comprehensive record of the District's current policies, rules, and legally enforceable regulations.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Directors of Mission Springs Water District as follows:

SECTION 1. The Board of Directors hereby establishes the Administrative Code of Mission Springs Water District ("Administrative Code" or "the Code"), a copy of which is attached to the resolution codified in this Chapter as Exhibit "A" and incorporated herein by reference. All provisions of this Code are subject to revisions and amendment from time to time as determined in the discretion of the Board.

SECTION 2. The Code shall include the policies and procedures of the District, whether adopted by ordinance, resolution, or other appropriate action of the Board, which are deemed to warrant inclusion in the Administrative Code. The determination of which policies and procedures to include in the Code, and the location in the Code, shall be made by the General Manager, or his/her designee, in his/her discretion.

ADOPTED this ____ day of July 2024, by the following vote:
Ayes:
Noes:
Abstain:

ATTEST:

Ivan Sewell President of Mission Springs Water District District and its Board of Directors	Brian Macy Secretary of Mission Springs Water and its Board of Directors

AGENDA STAFF REPORT

MEETING NAME: **REGULAR BOARD MEETINGS**

MEETING DATE(S): **JULY 11 & 15, 2024**

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

FOR: ACTION _X___ DIRECTION ____ INFORMATION ____

CONTRACT AMENDMENT NO. 1 WITH LAYNE CHRISTENSEN COMPANY AND CAPITAL PROJECT BUDGET AUGMENTATION FOR SITE WORK AND WELL FITTING FOR NEW WELL 42

STAFF RECOMMENDATION

Authorize the General Manager to execute Contract Amendment No. 1 with Layne Christensen Company for site work and well fitting for new Well 42 in the amount of $234,000.00 from $3,843,867.89 to $4,077,867.89, augment the capital improvement budget for Job No. 11147 in the amount of $234,000.00 from $4,739,000.00 to $4,973,000.00, and do all things necessary to complete the project.

SUMMARY

Construction of Well 42 was delayed on September 2021 due to modifications proposed to the pumping and electrical equipment. Following approval of modification and material procurement, MSWD initiated the steps to resume construction. As part of the process, the hydrogeologist and contractor recommended a video of the well and brush and bail of the well which revealed additional tasks necessary to bring Well 42 into service.

ANALYSIS

At the recommendation of the hydrogeologist, a video of the well casing was completed on April 1, 2024. The video showed biofilm and encrustation were present along wetted casing and screen intervals below the static groundwater level. While MSWD and the project team anticipated minor downhole rehabilitation (e.g., brush and bail), the video identified a more in-depth rehabilitation is required including brushing and bailing, chemical treatment, pressure-pulsing, swabbing, airlifting, surging, test pumping, and interim well disinfection.

FISCAL IMPACT & STRATEGIC PLAN IMPLEMENTATION

The current project budget is $4,739,000.00 to cover design and construction. The proposed increase in contingency will result in a capital improvement budget of $4,963,000.00. The contract amendment will cover the costs for the downhole rehabilitation and maintain approximately $100,000.00 (or 10% of the remaining construction cost) in construction contingency to complete the project. This action is consistent with Strategic Plan Goal 4.3, Maintain and renew assets while facilitating strategic Capital Improvements.

FINANCIAL DATA		
Cost Associated with this action:	$234,000.00	
Current FY cost:	$1,795,313.08	
Future FY cost:	$0	
Is it covered in current year budget:	YES ☐	NO ☒
Budget adjustment needed:	YES ☒	NO ☐
If yes, year needed:	FY24/25	
All previous contracts including dates, amounts and board approvals are attached or have been made available.		
FUNDING SOURCES		
Source of funds:	Fund 201-Water	
BID/Job#	11147	
Current BID/Job balance	$1,795,313.08	
Balance remaining if approved:	$2,029,313.08	

ATTACHMENTS

Original Contract, Contract Amendment No. 1, Proposal

AGREEMENT

CONTRACT DIR: 352970

THIS AGREEMENT, made this 20th day of November, 2020, by and between the MISSION SPRINGS WATER DISTRICT hereinafter called "Owner," and Layne Christensen Company, doing business as a corporation,* hereinafter called "Contractor."

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

1. The Contractor will commence and complete the construction of "**Site Work and Well Fitting for New Well 42**".

2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.

3. The Contractor will commence the Work required by the Contract Documents on or before the date specified to commence Work in the Notice to Proceed and will complete the same within two-hundred forty (240) consecutive calendar days unless the period for completion is extended otherwise by the Contract Documents.

4. Owner and Contractor have discussed the provisions of Civil Code 1671 and the damages which may be incurred by Owner if the Work is not completed within the time specified in this Agreement. Owner and Contractor hereby represent that at the time of signing this Agreement, it is impracticable and extremely difficult to fix the actual damage which will be incurred by Owner if the Work is not completed within the number of calendar days allowed. Accordingly, Owner and Contractor agree that the sum of $1500 per day is a reasonable sum to assess as damages to Owner by reason of the failure of Contractor to complete the Work within the time specified.

5. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of **$ 3,494,425.35** or as shown in the Bid Schedule; subject to additions and deductions, if any, in accordance with said documents.

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

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

6. The term "Contract Documents" means and includes the following:

   a. Advertisement for Bids
   b. Information for Bidders
   c. Bid
   d. Bid Bond
   e. Agreement
   f. Payment Bond
   g. Contract Performance Bond
   h. Notice of Award
   i. Notice to Proceed
   j. Change Orders
   k. General Conditions
   l. Supplemental General Conditions
   m. Special Conditions and Detailed Technical Provisions and Standard Drawings and Details
   n. Drawings prepared by, or under the direction of, AECOM,
   o. Addenda:

      No. 1, dated August 24, 2020

      No. _____, dated _____, 2020

      No. _____, dated _____, 2020

7. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

   CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, 3132 BRADSHAW ROAD, POST OFFICE BOX 2600, SACRAMENTO, CALIFORNIA 95826.

9. Should any litigation or arbitration be commenced between the parties hereto concerning said project, any provision of this Contract, or the rights and obligations of either in relation thereto, the party, Owner or Contractor, prevailing in such litigation shall be entitled, in

addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation, and costs.

10. Pursuant to Section 1770, and following, of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the Owner, which copies shall be made available to any interested party on request. The successful bidder shall post a copy of such determination at each job site.

11. This project is subject to the State of California "Prevailing Wage Rates".
This project is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the bid specifications. All pertinent wage determinations shall be posted on the jobsite. If federal funding is included in the project, the higher of the State and Federal wage rates shall be used.

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

12. Any sub-tier Contracts resulting from this contract must contain the same contractual language as the original contract.

13. Contractor agrees to and shall indemnify and hold the Owner and their officers, employees and agents free and harmless from all claims, actions, damages and liabilities of whatsoever kind, nature or sort, arising from death, personal injury, property damage or other cause asserted or based upon any negligent act or omission of Contractor, its employees, agents, invitees, or any subcontractor of Contractor relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement. As part hereto of the foregoing indemnity, Contractor agrees to protect and to defend at its own expense, including attorneys fees, Owner and their officers, agents and employees from any and all legal action based upon any negligent acts or omissions of the Contractor.

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

OWNER:

MISSION SPRINGS WATER DISTRICT

By _____

Name Arden Wallum
(Please Type)

Title General Manager

(SEAL)

ATTEST:

_____

Name Dori Petee
(Please Type)

Title Executive Assistant

CONTRACTOR:

Layne Christensen Company

By _____

Name Robert C. VanGorder, President
(Please Type)

Address 1717 W Park Ave.

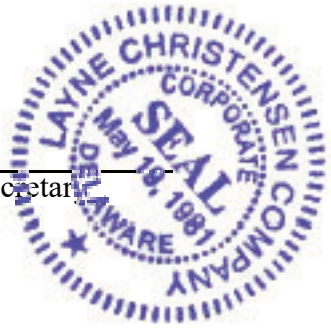
Redlands, CA 92373

Contractor's License No. 510011

CORPORATE CERTIFICATE

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

Kenneth B. Olson, Assistant Secretary



(SEAL)

ATTEST:

See Certificate of Secretary Attached

Name _____
(Please Type)

Title _____

LAYNE CHRISTENSEN COMPANY
CERTIFICATE OF SECRETARY

I, Aaron Storm, Secretary of LAYNE CHRISTENSEN COMPANY, a Delaware corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted on January 27, 2020; that the Board of Directors acting was duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS

RESOLVED, that the following officers are authorized to execute and deliver on behalf of the Company all documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

Robert C. VanGorder	—	President & Group Manager
Denise C. McClanahan	—	Vice President, Granite Inliner Division
Kent M. Wartick	—	Vice President, Water Resources Division
Gernot E. Penzhorn	—	Vice President, Mineral Services Division
Jigisha Desai	—	Chief Financial Officer
Kenneth B. Olson	—	Treasurer & Assistant Secretary
Aaron Storm	—	Secretary
Michael W. Barker	—	Vice President & Controller
Terry Jebavy	—	Group Controller & Assistant Secretary
Nicholas B. Blackburn	—	Assistant Secretary
Thomas B. Healy	—	Assistant Secretary

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and delegations of authority previously approved and the Granite Construction Incorporated Delegation of Authority Policy then in effect.

AUTHORIZATION TO ATTEST DOCUMENTS AND AGREEMENTS

RESOLVED, that the following officers are authorized to attest documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

Robert C. VanGorder	—	President & Group Manager
Denise C. McClanahan	—	Vice President, Granite Inliner Division
Kent M. Wartick	—	Vice President, Water Resources Division
Gernot E. Penzhorn	—	Vice President, Mineral Services Division
Jigisha Desai	—	Chief Financial Officer
Kenneth B. Olson	—	Treasurer & Assistant Secretary
Aaron Storm	—	Secretary
Michael W. Barker	—	Vice President & Controller
Terry Jebavy	—	Group Controller & Assistant Secretary
Nicholas B. Blackburn	—	Assistant Secretary
Thomas B. Healy	—	Assistant Secretary

Dated: January 28, 2020

Aaron Storm

LAYNE CHRISTENSEN COMPANY CORPORATE SEAL May 19, 1981 DELAWARE

Premium Included In Performance Bond

Bond No's:
Travelers: 107288514
Federal: K40229280
CNA:30101779

PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Mission Springs Water District, a County Water District (sometimes referred to hereinafter as "District") as Obligee hereunder, has awarded to Layne Christensen Company, (hereinafter designated as the "Contractor"), a contract dated 11/20/2020, for work described as follows: Construction of **"Site Work and Well Fitting for New Well 42"** (hereinafter referred to as the "Public Work Contract"); and

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

NOW, THEREFORE, we, Layne Christensen Company, the undersigned Contractor, as Principal, and Travelers Casualty and Surety Company of America*, a corporation organized and existing under the laws of the State of Connecticut**, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Mission Springs Water District and to any and all persons, companies or corporations entitled to file stop notices under Section 3181 of the California Civil Code in the sum of Three Million Four Hundred Ninety Four Thousand Four Hundred Twenty Five and 35/100 Dollars ($ 3,494,425.35), said sum being not less than 100 percent of the total amount payable by the said Obligee under the terms of the said Public Work Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Contractor, his or its heirs, executors, administrators, successors or assigns, or Subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the Public Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of said Contractor and his Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. As part of the obligation secured hereby and in addition to the face amount specified thereof, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by the District in successfully enforcing such obligation, all to be taxed as cash and included in any judgement rendered. In addition to the provisions hereinabove, it is agreed that this bond will insure to the benefit of any and all persons, companies and corporations entitled to serve stop notices under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on November 19, 2020.



PRINCIPAL:

Layne Christensen Company

By _____ Kenneth B. Olson, Treasurer

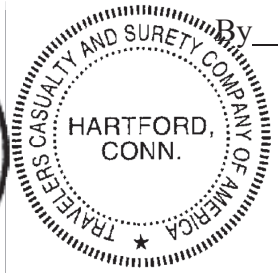
SURETY:

Travelers Casualty and Surety Company of America*

(Seal)







By _____ Isabel Barron
Attorney-in-Fact

*Federal Insurance Company
The Continental Insurance Company
Jointly and Severally Liable
**Indiana, Pennsylvania, respectively

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). THIS IS A REQUIRED FORM.

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

STATE OF CALIFORNIA }
} See Attached
COUNTY OF _____ }

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

WITNESS my hand and official seal.

_____
Signature of Notary

CAPACITY CLAIMED BY SIGNER:
_ Individual(s)
_ Corporate _____
_ Officer(s) _____
_ Partner(s)
☑ Attorney-in-Fact
_ Trustee(s)
_ Subscribing Witness
_ Guardian/Conservator
_ Other _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Isabel Barron, Attorney In Fact
Travelers Casualty and Surety Company of America*

Commission expires _____

(SEAL)

NOTE: A copy of the power of attorney to local representatives the bonding company must be attached hereto.

See Attached Certificate of Secretary

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as Principal to the within bond; that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing bond.

_____

(CORPORATE SEAL)

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

ACKNOWLEDGMENT

State of California
County of Santa Cruz)

On November 19, 2020 before me, Mariella Rubio, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature _____ **(Seal)**
Mariella Rubio, Notary Public

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE**, **California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this November 19, 2020

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Isabel Barron, Jigisha Desai, John D. Gilliland, Kathleen Schreckengost, Ashley Stinson and Tobi Stonich of Watsonville, California ----------

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business on behalf GRANITE CONSTRUCTION INCORPORATED and all Subsidiaries alone or in joint venture as principal, in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY** and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **1st** day of **November, 2018.**

Dawn M. Chloros. Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this **1st** day of **November, 2018** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316585
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this November 19, 2020

Dawn M. Chloros. Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John D Gilliland, Jigisha Desai, Kathleen Schreckengost, Ashley Stinson, Tobi Stonich, Isabel Barron, Individually

of Watsonville, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of August, 2017.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 1st day of August, 2017, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

J. MOHR NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires June 23, 2021

J. Mohr — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this November 19, 2020

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."



Bond No's:
Travelers: 107288514
Federal: K40229280
CNA:30101779

CONTRACT PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOWN ALL MEN BY THESE PRESENTS:

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

Construction of **"Site Work and Well Fitting for New Well 42"** (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated 11/20/2020, (hereinafter referred to as the "Public Work Contract"), which Public Work Contract is incorporated herein by this reference; and

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

NOW, THEREFORE, we, Layne Christensen Company, the undersigned Contractor, as Principal, and Travelers Casualty and Surety Company of America*, a corporation organized and existing under the laws of the State of Connecticut**, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Mission Springs Water District in the sum of Three Million Four Hundred Ninety Four Thousand Four Hundred Twenty Five and 35/100 Dollars ($3,494,425.35), said sum being not less than 100 percent of the total amount payable by the said Obligee under the terms of the said Public Works Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on November 19, 2020.

PRINCIPAL:

Layne Christensen Company

By _____ Kenneth B. Olson, Treasurer

SURETY:

Travelers Casualty and Surety Company of America*

By _____ Isabel Barron
Attorney-in-Fact

The rate of premium on this bond is $5.50 per thousand.

The total amount of premium charged, $ 19,219.34. (The above must be filled in by corporate surety.)

*Federal Insurance Company
The Continental Insurance Company
Jointly and Severally Liable
**Indiana, Pennsylvania, respectively

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). THIS IS A REQUIRED FORM.

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

STATE OF CALIFORNIA }
} See Attached
COUNTY OF _____ }

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

WITNESS my hand and official seal.

_____
Signature of Notary

CAPACITY CLAIMED BY SIGNER:
_ Individual(s)
_ Corporate _____
_ Officer(s) _____
_ Partner(s)
_ Attorney-in-Fact
☑ Trustee(s)
_ Subscribing Witness
_ Guardian/Conservator
_ Other _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Isabel Barron, Attorney In Fact
Travelers Casualty and Surety Company of America*

Commission expires _____

(SEAL)

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

See Attached Certificate of Secretary

I, _____, certify that I am the _____ Secretary of the corporation named as Principal to the within bond; that _____ _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing bond.

_____
(CORPORATE SEAL)

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

ACKNOWLEDGMENT

State of California
County of Santa Cruz)

On November 19, 2020 before me, Mariella Rubio, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

MARIELLA RUBIO
COMM. #2249923
Notary Public - California
Santa Cruz County
My Comm. Expires July 14, 2022

Signature _____ **(Seal)**
Mariella Rubio, Notary Public

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE**, **California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this November 19, 2020

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Isabel Barron, Jigisha Desai, John D. Gilliland, Kathleen Schreckengost, Ashley Stinson and Tobi Stonich of Watsonville, California ----------

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business on behalf GRANITE CONSTRUCTION INCORPORATED and all Subsidiaries alone or in joint venture as principal, in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY** and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **1st** day of **November, 2018.**

Dawn M. Chloros. Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this **1st** day of **November, 2018** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316585
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this November 19, 2020

Dawn M. Chloros. Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John D Gilliland, Jigisha Desai, Kathleen Schreckengost, Ashley Stinson, Tobi Stonich, Isabel Barron, Individually

of Watsonville, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of August, 2017.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 1st day of August, 2017, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

J. MOHR NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires June 23, 2021

J. Mohr — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this November 19, 2020

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."



WARRANTY STATEMENT

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

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



Firm Layne Christensen Company

By _____

Title Kenneth B. Olson, Treasurer

Contractor License No. 510011

Date 11/19/2020

LAYNE CHRISTENSEN COMPANY
CERTIFICATE OF SECRETARY

I, Aaron Storm, Secretary of LAYNE CHRISTENSEN COMPANY, a Delaware corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted on January 27, 2020; that the Board of Directors acting was duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS

RESOLVED, that the following officers are authorized to execute and deliver on behalf of the Company all documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

Robert C. VanGorder	—	President & Group Manager
Denise C. McClanahan	—	Vice President, Granite Inliner Division
Kent M. Wartick	—	Vice President, Water Resources Division
Gernot E. Penzhorn	—	Vice President, Mineral Services Division
Jigisha Desai	—	Chief Financial Officer
Kenneth B. Olson	—	Treasurer & Assistant Secretary
Aaron Storm	—	Secretary
Michael W. Barker	—	Vice President & Controller
Terry Jebavy	—	Group Controller & Assistant Secretary
Nicholas B. Blackburn	—	Assistant Secretary
Thomas B. Healy	—	Assistant Secretary

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and delegations of authority previously approved and the Granite Construction Incorporated Delegation of Authority Policy then in effect.

AUTHORIZATION TO ATTEST DOCUMENTS AND AGREEMENTS

RESOLVED, that the following officers are authorized to attest documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

Robert C. VanGorder	—	President & Group Manager
Denise C. McClanahan	—	Vice President, Granite Inliner Division
Kent M. Wartick	—	Vice President, Water Resources Division
Gernot E. Penzhorn	—	Vice President, Mineral Services Division
Jigisha Desai	—	Chief Financial Officer
Kenneth B. Olson	—	Treasurer & Assistant Secretary
Aaron Storm	—	Secretary
Michael W. Barker	—	Vice President & Controller
Terry Jebavy	—	Group Controller & Assistant Secretary
Nicholas B. Blackburn	—	Assistant Secretary
Thomas B. Healy	—	Assistant Secretary

Dated: January 28, 2020

Aaron Storm

LAYNE CHRISTENSEN COMPANY CORPORATE SEAL May 19, 1981 DELAWARE

CERTIFICATES OF INSURANCE AND ENDORSEMENT

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

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

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

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

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

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

CERTIFICATE OF INSURANCE

OWNER: MISSION SPRINGS WATER DISTRICT

DESCRIPTION
OF CONTRACT: **Site Work and Well Fitting for New Well 42**

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

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

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

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

Policy Number	Effective Date	Expiration Date
WC274978630	10/01/20	10/01/21

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

EFFECTIVE: 11/20/20

Layne Christensen Company
Named Insured

585 West Beach Street
Address

Watsonville, CA 95076
City, State, Zip

Insurance Company Agent for service of process in California

Kimberly Leikam
(Name)

100 Pine Street, 11th Floor
(Street Number)

San Francisco, CA 94111
(City, State, Zip)

415-403-1491
(Telephone Number)

Valley Forge Insurance Co.
Insurance Company

151 N Franklin Street, Floor 9
Address

Chicago, IL 60606
City, State, Zip

By Kimberly Leikam
(Authorized Representative)
(Attach Acknowledgment)

Alliant Insurance Services, Inc.
(Company)

100 Pine Street, 11th Floor
(Street Number)

San Francisco, CA 94111
(City, State, Zip)

415-403-1491
(Telephone Number)

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

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

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

STATE OF CALIFORNIA }
}
COUNTY OF San Francisco }

On November 20, 2020, before me, the undersigned notary public, personally appeared Kimberly Leikam, personally known to me OR _ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Jessica L. Nowlin, Notary Public

CAPACITY CLAIMED BY SIGNER:

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

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

_____
_____

Commission expires November 16, 2023

(SEAL)

JESSICA L. NOWLIN
Notary Public - California
San Francisco County
Commission # 2309475
My Comm. Expires Nov 16, 2023

CERTIFICATE OF INSURANCE
AND ENDORSEMENT

OWNER: MISSION SPRINGS WATER DISTRICT

DESCRIPTION
OF CONTRACT: **Site Work and Well Fitting for New Well 42**

TYPE OF INSURANCE: COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

Policy Number	Effective Date	Expiration Date	Limits of Liability Bodily Injury	Property Damage
GL2074978689	10/01/20	10/01/23	2,000,000	2,000,000

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

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

ENDORSEMENT:

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

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

EFFECTIVE: 11/20/20

Layne Christensen Company
Named Insured

585 West Beach Street
Street Number

Watsonville, CA 95076
City and State

Insurance Company Agent for service of process in California

Kimberly Leikam
(Name)

100 Pine Street, 11th Floor
(Street Number)

San Francisco , California
(City)

415-403-1491
(Telephone Number)

Valley Forge Insurance Co.
Insurance Company

151 N Franklin Street, Floor 9
Street Number

Chicago, IL 60606
City and State

By _____
(Authorized Representative)
(Attach Acknowledgment)

Alliant Insurance Services, Inc.
(Company)

100 Pine Street, 11th Floor
(Street Number)

San Francisco, CA 94111
(City and State)

415-403-1491
(Telephone Number)

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

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

STATE OF CALIFORNIA }
}
COUNTY OF San Francisco }

On November 20, 2020, before me, the undersigned notary public, personally appeared Kimberly Leikam, personally known to me OR _ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Jessica L. Nowlin, Notary Public

CAPACITY CLAIMED BY SIGNER:

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

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

_____
_____

Commission expires November 16, 2023

(SEAL)

JESSICA L. NOWLIN
Notary Public - California
San Francisco County
Commission # 2309475
My Comm. Expires Nov 16, 2023

CERTIFICATE OF INSURANCE
AND ENDORSEMENT

OWNER: MISSION SPRINGS WATER DISTRICT

DESCRIPTION
OF CONTRACT: **Site Work and Well Fitting for New Well 42**

TYPE OF INSURANCE: AUTOMOBILE LIABILITY INSURANCE

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

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

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

Policy Number	Effective Date	Expiration Date	Limits of Liability Bodily Injury	Property Damage
BUA2074978692	10/01/20	10/01/23	2,000,000	

ENDORSEMENT:

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

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

EFFECTIVE: 11/20/20

Layne Christensen Company
Named Insured

585 West Beach Street
Street Number

Watsonville, CA 95076
City and State

Insurance Company Agent for service of process in California

Kimberly Leikam
(Name)

100 Pine Street, 11th Floor
(Street Number)

San Francisco , California
(City)

415-403-1491
(Telephone Number)

Valley Forge Insurance Co.
Insurance Company

151 N Franklin Street, Floor 9
Street Number

Chicago, IL 60606
City and State

By _____
(Authorized Representative)
(Attach Acknowledgment)

Alliant Insurance Services, Inc.
(Company)

100 Pine Street, 11th Floor
(Street Number)

San Francisco, CA 94111
(City and State)

415-403-1491
(Telephone Number)

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

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

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

STATE OF CALIFORNIA }
}
COUNTY OF San Francisco }

On November 20, 2020, before me, the undersigned notary public, personally appeared Kimberly Leikam, personally known to me OR _ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Jessica L. Nowlin, Notary Public

CAPACITY CLAIMED BY SIGNER:

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

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

_____
_____

Commission expires November 16, 2023

(SEAL)

JESSICA L. NOWLIN
Notary Public - California
San Francisco County
Commission # 2309475
My Comm. Expires Nov 16, 2023

CERTIFICATE OF INSURANCE
AND ENDORSEMENT

OWNER: MISSION SPRINGS WATER DISTRICT

DESCRIPTION
OF CONTRACT: **Site Work and Well Fitting for New Well 42**

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

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

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

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

Policy Number	Effective Date	Expiration Date	Limits of Liability
MBR 5371199-10/CRT8662890-00	02/01/2021	09/29/2021	$3,176,383

ENDORSEMENT:

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

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

EFFECTIVE: 02/01/2021

Granite Construction Incorporated
Named Insured

585 W. Beach Street
Street Number

Watsonville, CA 95076
City and State

Insurance Company Agent for service of process in California

Dominic Ashley
(Name)

425 Market Street, Suite 2800
(Street Number)

San Francisco , California
(City)

415.486.7074
(Telephone Number)

Zurich American Insurance Company
Insurance Company

1299 Zurich Way
Street Number

Schaumburg, IL
City and State

By DocuSigned by: Dominic Ashley 3B21215CAC3249C... Dominic Ashley
(Authorized Representative)
(Attach Acknowledgment)

Aon Risk Insurance Services West, Inc.
(Company)

425 Market Street, Suite 2800
(Street Number)

San Francisco, CA
(City and State)

415.486.7000
(Telephone Number)

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

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

STATE OF CALIFORNIA }
}
COUNTY OF _____ }

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

WITNESS my hand and official seal.

SEE ATTACHED
_____
Signature of Notary

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

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

Commission expires _____

(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On NOV 2 4 2020 before me, Meghan Hanes, Notary Public, personally appeared Dominic Ashley who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

MEGHAN HANES
COMM. #2280722
Notary Public - California
Los Angeles County
My Comm. Expires Mar. 12, 2023
NRO1

Signature _____
Signature of Notary Public

CERTIFICATE OF INSURANCE
AND ENDORSEMENT

OWNER: MISSION SPRINGS WATER DISTRICT

DESCRIPTION
OF CONTRACT: **Site Work and Well Fitting for New Well 42**

TYPE OF INSURANCE: EMPLOYER'S LIABILITY INSURANCE

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

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

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

Policy Number	Effective Date	Expiration Date	Limits of Liability
WC274978630	10/01/20	10/01/21	2,000,000

ENDORSEMENT:

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

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

EFFECTIVE: 11/20/20

Layne Christensen Company
Named Insured

585 West Beach Street
Address

Watsonville, CA 95076
City, State, Zip

Insurance Company Agent for service of process in California

Kimberly Leikam
(Name)

100 Pine Street, 11th Floor
(Address)

San Francisco, CA 94111
(City, State, Zip)

415-403-1491
(Telephone Number)

Valley Forge Insurance Co.
Insurance Company

151 N Franklin Street, Floor 9
Address

Chicago, IL 60606
City, State, Zip

By Kimberly Leikam
(Authorized Representative)
(Attach Acknowledgment)

Alliant Insurance Services, Inc.
(Company)

100 Pine Street, 11th Floor
(Address)

San Francisco, CA 94111
(City, State, Zip)

415-403-1491
(Telephone Number)

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

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

STATE OF CALIFORNIA }
}
COUNTY OF San Francisco }

On November 20, 2020, before me, the undersigned notary public, personally appeared Kimberly Leikam, personally known to me OR _ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Jessica L. Nowlin, Notary Public

CAPACITY CLAIMED BY SIGNER:

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

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

_____
_____

Commission expires November 16, 2023

(SEAL)

JESSICA L. NOWLIN
Notary Public - California
San Francisco County
Commission # 2309475
My Comm. Expires Nov 16, 2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/2

Item 11.

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

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

PRODUCER LIC #0C36861 1-415-403-1491 Alliant Insurance Services, Inc. 100 Pine Street, 11th Floor San Francisco, CA 94111	CONTACT NAME: Kimberly Leikam PHONE (A/C, No, Ext): 415-403-1491 FAX (A/C, No): 415-874-4818 E-MAIL ADDRESS: kleikam@alliant.com
INSURED Layne Christensen Company 585 West Beach Street Watsonville, CA 95076	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : VALLEY FORGE INS CO — 20508 INSURER B : TRANSPORTATION INS CO — 20494 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 60765814 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	GL2074978689	10/01/20	10/01/23	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ Nil
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	BUA2074978692	10/01/20	10/01/23	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WC274978630 (CA)	10/01/20	10/01/21	X PER STATUTE / OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N / A	X	WC274978644 (AOS/StopGap)	10/01/20	10/01/21	E.L. EACH ACCIDENT	$ 2,000,000
B	(Mandatory in NH)		X	WC274978658 (NY)	10/01/20	10/01/21	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC274978661 (MT,WI,HI)	10/01/20	10/01/21	E.L. DISEASE - POLICY LIMIT	$ 2,000,000

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

Re: Site Work and Well Fitting for New Well 42
Mission Springs Water District (Owner), the Owner's Representative, the Engineer and his consultants, and each of their officers, agents, and employees are included as Additional Insured as required by written and executed agreement per the attached endorsements. Coverage is primary & non-contributory and waivers of subrogation apply.

45 Days Written Notice of Cancellation for Non-Renewal and 10 Days Notice of Cancellation for Non-Payment of Premiums
GL Per ISO Form CG 0001 10/01; AL Per ISO Form CA0001 10/13

CERTIFICATE HOLDER

Mission Springs Water District

66575 Second Street

Desert Hot Springs , CA 92240

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DA
11/20/2020

NAME OF INSURED: Layne Christensen Company

The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Waiver of Transfer of Rights of Recovery Against Others to Us

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

Under SECTION **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS, The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must Be Completed	
ENDT. NO.	POLICY NO.
26	GL 2074978689

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO:	EFFECTIVE DATE OF THIS ENDORSEMENT:
Granite Construction Incorporated	10/01/20

POLICY NUMBER: GL2074978689
EFFECTIVE: 10/01/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – NOTICE OF CANCELLATION OR MATERIAL COVERAGE CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1. Name: Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.

2. Address: Per Certificates of Insurance on file with the broker.

3. Number of days advance notice:

For non-payment of premium, the greater of:
- the number of days required by state statute or
- the number of days required by written contract

For any other reason, the lesser of:
- 60 days or
- the number of days required in a written contract

BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS – WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows:

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

A. **Section II - Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and

2. The particular person or organization, if any, scheduled above.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or

b. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:

(1) The "written contract" requires you to provide the additional insured such coverage; and

(2) This Coverage Part provides such coverage.

2. If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01), or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph **B.1.** above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.

3. We will not provide the additional insured any broader coverage or any higher limit of insurance than:

a. The maximum permitted by law;

b. That required by the "written contract";

c. That described in **B.1.** above; or

d. That afforded to you under this policy,

whichever is less.

4. Notwithstanding anything to the contrary in Condition **4. Other Insurance** (Section **IV**), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or

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any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:

a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities; or

b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

(1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;

(2) Except as provided in Paragraph **B.4.** of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;

(3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and

(4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision **(4)** does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and

2. Was executed prior to:

a. The "bodily injury" or "property damage"; or

b. The offense that caused the "personal and advertising injury,"

for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

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ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
Any person or organization whom the named insured is required by written contract to add as an additional insured on this policy.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.

2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Notice of Cancellation or Material Change – Designated Person or Organization

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1. Name: Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.

2. Address: Per Certificates of Insurance on file with the broker.

3. Number of days advance notice:

   For non-payment of premium, the greater of:
   - the number of days required by state statute or
   - the number of days required by written contract

   For any other reason, the lesser of:
   - 60 days or
   - the number of days required in a written contract

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must Be Completed	
ENDT. NO.	POLICY NO.
19	BUA 2074978692

Complete Only When This Endorsement Is Not Prepared With the Policy Or Is Not to be Effective with the Policy	
ISSUED TO:	EFFECTIVE DATE OF THIS ENDORSEMENT
Granite Construction Company	**10/01/2020**

CNA

Countersigned by _____
Authorized Representative

EA/M19BB18 G-39543A

POLICY NUMBER: BUA2074978692

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Granite Construction Incorporated

Endorsement Effective Date: 10/01/2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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CNA

G-19160-B
(Ed. 11/97)

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS- CALIFORNIA

This endorsement changes the policy to which it is attached.

It is agreed that **Part One – Workers' Compensation Insurance G. Recovery From Others** and **Part Two – Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE –n/a

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is n/a %.

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.**Schedule : Any person or organization for whom the named insured has agreed by written contract to furnish this waiver.**

WC43 03 05 (Ed 7-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

All Other States where allowed (except CA, TX, UT)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom the named insured has agreed by written contract to furnish this waiver

WC00 03 13 (Ed 4-84)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2020

WC274978644 Valley Forge Insurance Company
WC274978658 Transportation Insurance Company
WC274978661 Transportation Insurance Company
WC274978630 Valley Forge Insurance Company

G-20472-A
(Ed. 10/93)

CNA

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice:

   For non-payment of premium, the greater of:
   - the number of days required by state statute or
   - the number of days required by written contract

   For any other reason, the lesser of:
   - 60 days or
   - the number of days required in a written contract

2. Notice will be mailed to:

   Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.

   Address: Per Certificates of Insurance on file with the broker

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10-1-20

Policy No. WC274978630 Valley Forge Insurance Company
WC274978644 Valley Forge Insurance Company
WC274978658 Transportation Insurance Company
WC274978661 Transportation Insurance Company

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY) 12/14/2020

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

PRODUCER
Aon Risk Insurance Services West, Inc.
San Francisco CA Office
425 Market Street
Suite 2800
San Francisco CA 94105 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 570000040151

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Ins Co	16535
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Layne Christensen Company
585 West Beach Street
Watsonville CA 95076 USA

COVERAGES **CERTIFICATE NUMBER:** 570085194857 **REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Job: Site Work and Well Fitting for New Well 42, 33.960794, -116.526244. Desert Hot Springs, CA 92240.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	☐ PROPERTY CAUSES OF LOSS / DEDUCTIBLES ☐ BASIC — BUILDING ☐ BROAD — CONTENTS ☐ SPECIAL ☐ EARTHQUAKE ☐ WIND ☐ FLOOD				☐ BUILDING ☐ PERSONAL PROPERTY ☐ BUSINESS INCOME ☐ EXTRA EXPENSE ☐ RENTAL VALUE ☐ BLANKET BUILDING ☐ BLANKET PERS PROP ☐ BLANKET BLDG & PP	
	☐ INLAND MARINE CAUSES OF LOSS ☐ NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
	☐ CRIME TYPE OF POLICY					
	☐ BOILER & MACHINERY / EQUIPMENT BREAKDOWN					
A	BR-Construction	CRT866289000	02/01/2021	09/29/2021	X Spec. Job Loc	$3,176,383
					X Deductible	$50,000

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Mission Springs Water District are included as Additional Insureds.

CERTIFICATE HOLDER

Mission Springs Water District
66575 Second Street
Desert Hot Springs CA 92240-3711 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Insurance Services West, Inc.

Holder Identifier :
CERTIFICATE NUMBER: 570085194857

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AGENCY CUSTOMER ID: 570000040151

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.	NAMED INSURED Layne Christensen Company
POLICY NUMBER See Certificate Number: 570085194857	
CARRIER See Certificate Number: 570085194857 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 24 **FORM TITLE:** Certificate of Property Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	OTHER					
A	BR-Construction	CRT866289000	02/01/2021	09/29/2021	Earthquake	$3,176,383
	BR-Construction				Deductible	$250,000
	BR-Construction				Flood	$3,176,383
	BR-Construction				Deductible	$250,000
	BR-Construction				Windstorm	$3,176,383
	BR-Construction				Deductible	$50,000
	BR-Construction				Named Storm	$3,176,383
	BR-Construction				Deductible	$100,000
	BR-Construction				Transit	$1,000,000
	BR-Construction				Deductible	$50,000

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CONTRACT AMENDMENT

Contract Amendment No. 1

Date: July 15, 2024

Agreement Date: November 20, 2020

Sheet: 1 of 2

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

Project Description: **Site Work and Well Fitting for New Well 42**

Contractor: **Layne Christensen Company**

The following changes are hereby made to the Contract:

This is an additive change order to address needed downhole well rehabilitation ahead of installation of the new motor and pump for Well 42.

JUSTIFICATION

Prior to ultimately completing the installation of the motor and pump for Well 42, a video survey was completed to verify the condition of the well casing and that it was in a condition to be put into service after the improvements were made. At the recommendation of the contract hydrogeologist, a downhole video of the well in April 2024 was performed. The findings of the video indicate a needed rehabilitation of the well due to plugged and clogged screen louvers. While the MSWD and the project team anticipated minor downhole rehabilitation (e.g. brush and bail) due to the well being idle, the video identified a more aggressive rehabilitation is needed, which includes brushing, bailing, chemical treatment, swabbing, airlifting, test pumping and interim well disinfection.

CHANGE TO CONTRACT PRICE

	Work Approved by C/M Team	Amount Approved by MSWD
Original Contract Price	$3,494,425.35	
Contract Price with 10% Contingency (MSWD Board Approval: November 16, 2020)		$349,442.54
Current Contract Price adjusted by Previous Change Orders	$3,675,439.59	
Contract Price due to the Change Order	$291,841.96	
New Contract Price including Change Order (MSWD Board Approval: July 15, 2024)		$3,967,281.55

CHANGE TO CONTRACT TIME

Contract Time will be increased 0 days

Date for Completion of all Work July 31, 2024

APPROVALS REQUIRED

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

Requested by: Eric Weck, P.E., Engineer Manager Date: _____
Mission Springs Water District

Recommended by: _____ Date: _____
TKE Engineering, Inc.

Ordered by: _____ Date: _____
Eric Weck, P.E., Engineering Manager

Accepted by: _____ Date: _____
Layne Christensen Company

CHANGE ORDER REQUEST

COR-021: WELL REHABILITATION

Owner: MISSION SPRINGS WATER DISTRICT
Date: 24-May
Project: MSWD Site Work and Well Fitting for New Well No. 42 – 352970
PCO# 21
ATTN: Steve Ledbetter (TKE)
Requested By: Perry McMahon
Phone: (909) 725-8549
Phone: (775) 451 4119
Email: sledbetter@tkeengineering.com
Email: Perry.McMahon@gcinc.com

	Description	QTY	U/M	Cost/Ea.	Sub Total
1	MOBILIZATION & DEMOBILIZATION	49.00	MH	$ 83.18	$4,075.82
2	MOB/DEMOB 2-EA SETTLING TANKS	2.00	EA	$ 1,007.98	$2,015.96
3	DAILY RENTAL OF 2-EA TANKS	30.00	EA	$ 60.48	$1,814.40
4	BAIL/WIRE BRUSH CASING & TUBES	34.00	HR	$ 639.91	$21,756.94
5	BUY INNOVA (55-GAL DRUMS)	38.00	EA	$ 886.47	$33,685.86
6	BUY SODA ASH - NEUTRALIZATION (50# BAGS)	56.00	EA	$ 18.68	$1,046.08
7	INJECT INNOVA (6-HRS) & WIRELINE SWAB (12.5-HRS)	18.50	HR	$ 661.52	$12,238.12
8	24-HR CHEMICAL CONTACT / REST PERIOD	24.00	HR	$ 59.81	$1,435.44
9	DUAL SWAB AIRLIFT	25.00	HR	$ 674.46	$16,861.50
10	AIR COMPRESSOR RENTAL	4,435.10	$	$ 1.00	$4,435.10
11	NEUTRALIZE DISCHARGE PER NPDES	12.00	HR	$ 543.92	$6,527.04
12	TRNSPRT & DSPSL DSCHRG NT MTING NPDES	4.00	LD	$ 3,527.93	$14,111.72
13	VIDEO (POST CHEMICAL)	1.00	EA	$ 3,889.24	$3,889.24
14	ROTO SCRUB	24.00	HR	$ 799.09	$19,178.16
15	F&I TEST PUMP TO 560-FT & 300-FT DSCHRG	30.00	HR	$ 693.18	$20,795.40
16	PUMP DEV & AQFR CPCTY CONFIRM	44.00	HR	$ 439.38	$19,332.72
17	WELL RECOVERY	36.00	HR	$ 59.84	$2,154.24
18	DISINFECTION PRIOR TO PUMP REMOVAL	12.00	HR	$ 499.16	$5,989.92
19	BUY CHLORINE FOR DISINFECTION	53.00	GL	$ 10.36	$549.08
20	BACTERIOLOGICAL ANALYSIS	1.00	EA	$ 503.99	$503.99
21	REMOVE TEST PUMP & DISCHARGE	30.00	HR	$ 693.18	$20,795.40
22	EMT-24 SURVEY	1.00	EA	$ 4,977.09	$4,977.09
23	TC - SIGNS PER PLANS	977.49	$	$ 1.00	$977.49
24	TC - SKIDSTEER RENTAL	1,159.02	$	$ 1.00	$1,159.02
25	TC - IMPLEMENT, MONITOR	28.00	MH	$ 167.81	$4,698.68
26	TC - STREET SWEEPING	856.78	$	$ 1.00	$856.78
27	SUPERVISION	32.00	HR	$ 40.32	$1,290.24
28	LABOR OVERHEAD PER MAN HOUR	593.50	MH	$ 44.85	$26,618.48
27	SUBTOTAL				$253,769.91
VI.	MARKUP	15%		$ 38,072.05	
VII.	**TOTAL**				**$291,841.96**

All labor, materials, equipment, subcontractors, services, supervision, and labor overhead (per man our) will be invoiced at actual cost plus 15% markup.

Acceptance

DATE

Layne Christensen Company

Perry McMahon

5/24/2024
DATE

Thank you for the opportunity to be your water resource solution.

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETING

MEETING DATE(S): JULY 11 & 15, 2024

FROM: DANNY FRIEND – DIRECTOR OF OPERATIONS

FOR: ACTION _X_ DIRECTION ____ INFORMATION ____

CONTRACT AMENDMENT NO. 2 WITH KYLE GROUNDWATER, INC. TO DEVELOP A WELL REHABILITATION PRIORITIZATION PROGRAM

STAFF RECOMMENDATION

Authorize the General Manager to execute Contract Amendment No. 2 with Kyle Groundwater, Inc. to Develop a Well Rehabilitation Prioritization Program in the amount of $17,070.00 from $73,206.00 to $90,276.00, and do all things necessary to complete the project.

SUMMARY

The District is committed to optimizing local water supply sources and maintain well capacity through well rehabilitation and new well installations. To proactively address well maintenance, the District engaged Kyle Groundwater in July 2022 to develop a comprehensive well rehabilitation program. This strategic document will guide staff in decision making for future well maintenance and well replacement projects designed to optimize and maintain production capacity and will identify those wells that are in most need of rehabilitation and that stand the best chance for success at the lowest cost. Additionally, it will also identify wells that should be operated to failure while planning for replacement.

ANALYSIS

Kyle Groundwater is a reputable hydrogeological firm and has successfully assisted the District in permitting, designing, and managing several production well rehabilitations. Their expertise and extensive experience in evaluating, rehabilitating, and optimizing water supply wells, making them a valuable partner for the District's well rehabilitation program.

FISCAL IMPACT & STRATEGIC PLAN IMPLEMENTATION

The cost for all work authorized under this contract has been included in the approved FY2024-25 budget. This action is consistent with Strategic Plan Goal 4.3, Maintain and renew assets while facilitating strategic Capital Improvements.

FINANCIAL DATA		
Cost Associated with this action:	$17,070.00	
Current FY cost:	$73,206.00	
Future FY cost:	$0.00	
Is it covered in current year budget:	YES ☒	NO ☐
Budget adjustment needed:	YES ☐	NO ☒
If yes, year needed:	NA	
All previous contracts including dates, amounts and board approvals are attached or have been made available.		
FUNDING SOURCES		
Source of funds:	Fund 201-Water	
BID/Job#	BID #883 & 884	
Current BID/Job balance	$80,000.00	
Balance remaining if approved:	$6,800.00	

ATTACHMENTS

Original Contract and Amendment No. 1
Amendment No. 2 and KGI Budget Amendment Request

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

TO: Kyle Groundwater, Inc.
309 E. Jefferson Avenue
Pomona, CA 91767

DATE: _____

PROJECT DIR#: N/A

SECOND AMENDMENT TO CONTRACT AGREEMENT

1. This amendment ("Amendment") is hereby made by Mission Springs Water District and **Kyle Groundwater, Inc.**, parties to an agreement for **Develop a Well Rehabilitation Prioritization Program** ("Agreement"), dated **July 27, 2022**.

2. In exchange for the promises herein and other good and valuable consideration, the sufficiency of which both parties acknowledged, it is mutually agreed by and between the undersigned contracting parties that the Agreement is amended as follows:

   This Second Amendment will:
   - **Increase the amount of the Contract Agreement from a not to exceed amount of $73,206.00 to a not to exceed amount of $90,276.00.**
   - **Revise the Scope of Work to encompass providing technical assistance and responding to additional technical support services per Attachment 1.**
   - **Increase the term of the Contract Agreement from two (2) years to three (3) years. The Contract Agreement will expire July 27, 2025.**

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

Instructions: Sign and return via email. Upon acceptance by Mission Springs Water District, an executed copy will be returned to you for your records. Insert the names of your authorized representative(s) below.

Accepted:

Mission Springs Water District

By: _____
Brian E. Macy, PE
Title General Manager

Other authorized representative(s):

Danny Friend
Director of Operations

Amanda Lucas
Contracts Analyst

Consultant:

Kyle Groundwater, Inc.
(Business Name)

By: _____
Russell Kyle
Title President

Other authorized representative(s):

May 8, 2024

Mr. Danny Friend
Director of Operations
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

Subject: **Budget Amendment Request for Professional Consulting Services to Develop a Well Rehabilitation Prioritization Program**

Dear Danny:

At your request, KYLE Groundwater, Inc., (KGI) is providing this request for an amendment to our existing contract to develop a well rehabilitation prioritization program, dated July 27, 2022, for supplemental professional hydrogeological support services, as detailed below. Our detailed scope of work for this amendment is provided below, and our cost proposal is provided in Table 1. The budget amendment, in the amount of $17,070.00, will increase the total contract amount from $73,206.00 to $90,276.00. The original term of this contract was one (1) year, with a contract completion date of July 27, 2023. This term was extended by one (1) year, through contract amendment, to July 27, 2024. We are hereby requesting that the current term be extended for one (1) additional year, with a contract completion date of July 27, 2025.

Task 4.1 – Provide Technical Assistance to MSWD

- Prepare Drinking Water Source Assessment and Protection documents for Well Nos. 34 and 37.
- Provide aquifer pumping test analysis for Well No. 33.

Task 4.2 – Respond to Additional Technical Support Requests

- Respond to water quality issues at Well No. 22.
- Video and EMT survey review for Well No. 24.
- Review rehabilitation plan and video survey for Well No. 42.

Please do not hesitate to contact me should you have any questions or concerns.

Sincerely,

Russell John Kyle, PG, CHG
President / Principal Hydrogeologist

MISSION SPRINGS WATER DISTRICT

Budget Amendment Request to Provide Professional Consulting Services to Develop a Well Rehabilitation Prioritization Program

		Principal Hydrogeologist	Project Hydrogeologist	Staff Hydrogeologist	GIS Technician	Field Inspector	Clerical	Technical Advisor	Principal Engineer	Labor	Direct Costs	Total Cost
	Hourly Rate:	$195	$145	$135	$120	$105	$80	$195	$165			
1.0	**PROJECT MANAGEMENT AND QUALITY CONTROL**											
1.1	Prepare for and attend project kick-off meeting and up to six (6) progress meetings.									$ -	$ -	$ -
1.2	Provide for project management, including monthly progress reports and QA/QC.									$ -	$ -	$ -
2.0	**DATA ACQUISITION AND ANALYSIS**											
2.1	Acquire and review available well and pump data, interview operations personnel, prepare well histories for 13 wells.									$ -	$ -	$ -
3.0	**WELL REHABILITATION PRIORITIZATION PLAN**											
3.1	Prepare well rehabilitation prioritization plan (assumes 50%, 70%, 90% Draft and 100% Final).									$ -	$ -	$ -
3.2	Prepare for and conduct three (3) workshops at MSWD for each draft report.									$ -	$ -	$ -
4.0	**TECHNICAL SUPPORT SERVICES**											
4.1	Wells 34 & 37 DWSAPs; Well 33 aquifer pumping test analysis.	34		40	16					$ 13,950	$ -	$ 13,950
4.2	Respond to Additional Technical Support Requests.	16								$ 3,120	$ -	$ 3,120
	TOTAL HOURS AND COST:	***50***		***40***	***16***					***$ 17,070***	***$ -***	***$ 17,070***

KYLE Groundwater, Inc.

DRP Engineering, Inc.

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

For your protection, make sure that you read and understand all provisions before signing. The terms on pages 2 - 5 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: **Kyle Groundwater, Inc.**
309 E. Jefferson Avenue
Pomona, CA 91767

DATE: July 27, 2022

TITLE: **Develop a Well Rehabilitation Prioritization Program**

The undersigned Consultant agrees to furnish the following:

All Work/Services per the attached Exhibit A – Proposal, and in accordance with Exhibit B - Schedule as provided by Kyle Groundwater, Inc. and Exhibit C – Term, Early Termination & Notice

Contract price $: Not to Exceed $73,206.00

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

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

Accepted:	Consultant:
Mission Springs Water District	Kyle Groundwater, Inc. (Business Name)
By:	By: 27-Jul-22
Arden Wallum	Russell Kyle
Title General Manager	Title President
Other authorized representative(s):	Other authorized representative(s):
Brian Macy, Assistant General Manager	Kimberly Makar, PG, CFO
Danny Friend, Director of Operations	

Consultant agrees with the Mission Springs Water District that:

a. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder and shall not tender such claims to Mission Springs Water District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

b. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the performance of the work or furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of Mission Springs Water District, its directors, officers, employees, or authorized volunteers.

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

d. Consultant will file with Mission Springs Water District, before beginning professional services, a certificate of insurance satisfactory to Mission Springs Water District evidencing professional liability coverage of not less than $1,000,000 per claim and $2,000,000 annual aggregate, that coverage shall not be cancelled except with notice to Mission Springs Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-: VII, or equivalent, or as otherwise approved by Mission Springs Water District. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

e. Consultant will file with Mission Springs Water District, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to Mission Springs Water District evidencing

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

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

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

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

General liability - coverage of not less than two million ($2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage; ($4,000,000 general and products-completed operations aggregate (if used)).

1. Auto liability - One million dollars $1,000,000 for bodily injury and property damage each accident limit.

2. Workers' compensation (statutory limits) and employer's liability ($1,000,000) (if applicable).

Required Provisions –

- The general liability coverage shall give Mission Springs Water District, its directors, officers, employees (collectively the District), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 2010 1185 or **both** CG 20 10 plus CG 20 37 if a later edition is used) specifically naming the Mission Springs Water District, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- The general liability coverage is to state or be endorsed (with as broad as ISO endorsement CG 20 01 04 13) to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Mission Springs Water District, its directors, officers, employees, or authorized volunteers shall not contribute to it".

- Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-: VII, or equivalent, or as otherwise approved by Mission Springs Water District.

- The coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.

- In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

f. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to Mission Springs Water District at least ten (10) days prior to the expiration date.

g. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other Authorized Representative(s)."

h. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.

i. Professional permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including but not limited to Cal/OSHA requirements.

j. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Mission Springs Water District. Consultant's "Authorized Representative(s)" has (have) the authority to execute such written change for Consultant.

k. Unless otherwise agreed upon in writing, all reports, documents, or other written material, including any documents, images, photographs, video files, or other media created or developed by Consultant as part of the services required hereunder ("Written Products") shall be considered to be "works made for hire", and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and all other proprietary rights, shall be and remain the property of Mission Springs Water District without restriction or limitation upon their use, duplication or dissemination by Mission Springs Water District, except as otherwise provided herein. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.

l. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.

m. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to the Consultant by the Mission Springs Water District or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of an Authorized Representative during the term of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

n. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Mission Springs Water District or the Authorized Representative. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of service. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, Consultant shall provide access to such books and records to the Authorized Representative or his or her designees and shall give the Authorized Representative or his or her designees the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.

o. This Agreement is personal to the Consultant. Any attempt to assign or subcontract any right or obligation hereunder by the Consultant shall be void unless approved in writing in advance by the Authorized Representative. Consultant's services pursuant to this Agreement shall be provided by the representative or directly under the supervision of the representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Mission Springs Water District, by and through the Authorized Representative.

p. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

q. Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of Interest laws, including, but not limited to, the Political Reform Act (California Government Code Sections 81000, et seq.) and California Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates, and subcontractors shall not, without the prior written approval of the Authorized Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute.

r. A waiver by the Mission Springs Water District of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

s. The Consultant shall commence, carry on, and complete all required tasks with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry standards.

t. No Third-Party Beneficiaries. The Mission Springs Water District shall not be obligated or liable under this Agreement to any party other than the Consultant.

u. In no event shall the making by the Mission Springs Water District of any payment to the Consultant constitute or be construed as a waiver by the Mission Springs Water District of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Mission Springs Water District while any such breach or default shall exist shall in no way impair or

prejudice any right or remedy available to the Mission Springs Water District with regard to such breach or default.

v. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive from the losing Party all costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' and experts' fees paid or incurred in good faith.

w. In the performance of the work required by this Agreement, Consultant shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the local County and Municipal Code, ordinances, regulations and policies.

x. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

y. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be the Superior Court of Riverside County, California.

z. This Agreement represents the entire Agreement between the Mission Springs Water District and Consultant with respect to the subject matter hereto and supersedes all prior oral or written negotiations, representations, or agreements. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns. In the event of any inconsistency between the provisions of this Agreement and Consultant's proposal or Quote, and Exhibits hereto, the provisions of this Agreement shall control.

aa. Precedence of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

bb. Consultant will act hereunder as an independent contractor. This agreement shall not and is not intended to constitute Consultant as an agent, servant, or employee of the Mission Springs Water District and shall not and is not intended to create the relationship of partnership, joint venture or association between the Mission Springs Water District and Consultant.

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

Proposal

Professional Consulting Services to Develop a Well Rehabilitation Prioritization Program

MSWD
Mission Springs Water District

PREPARED FOR:

Mission Springs Water District

June 28, 2022

KYLE Groundwater
309 E. Jefferson Avenue
Pomona, CA 91767 | 626-379-7569
www.kylegroundwater.com

KYLE Groundwater

June 28, 2022

Mr. Brian Macy, PE
Engineering Manager
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

Re: Proposal to Provide Professional Consulting Services to Develop a Well Rehabilitation Prioritization Program

Dear Mr. Macy:

KYLE Groundwater, Inc. (KGI) is pleased to provide Mission Springs Water District (MSWD) with this proposal to provide professional consulting services to develop a well rehabilitation prioritization program. This proposal is in response to the Request for Proposal issued on June 1, 2022.

We offer a group of highly qualified personnel with a deep understanding of well diagnostics, rehabilitation processes, and requirements. Our PIC has designed and installed more than 150 water supply wells located throughout California and Mexico, has a thorough understanding of the hydrogeology governing groundwater flow to water wells. Within the past three years alone he has served as project manager for the evaluation and/or rehabilitation of more than 25 wells for a variety of public and private clients. Additionally, he has recently completed a large-scale well rehabilitation prioritization study for Palmdale Water District, and is embarking on a similar project for the City of Santa Clara. We have chosen DRP Engineering, Inc. (DRP) as our subconsultant to assist with engineering related task, as we have a long history of working together on numerous water supply projects in California, allowing for an efficient, integrated, and effective team.

As principal-in-charge (PIC) for this project, I can pledge that we are submitting this proposal as a statement of our commitment to provide the experienced leadership and expertise necessary to ensure a successful project for MSWD. It is our mission to surpass project goals and exceed our clients' expectations by applying innovative thinking to develop optimal technical solutions. Our general methodology is to combine our years of hard-earned experience with a scientifically based approach to produce a quality work product.

If you have any questions or require additional information, please feel free to call me at 626-379-7569. We appreciate the opportunity to begin a mutually beneficial working relationship with Mission Springs Water District, and encourage you to call our references to confirm the caliber of our team.

Sincerely,

Russell Kyle, PG, CHG
President / Principal Hydrogeologist

KYLE Groundwater, Inc.
309 E. Jefferson Avenue
Pomona, CA 91767
(626) 379-7569

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Appendix A. Resumes

KYLE GROUNDWATER, INC.

Company Name: *KYLE Groundwater, Inc.*
Contact Person: *Russell Kyle, President*
Email Address: *russell.kyle@kylegroundwater.com*
Phone Number: *626-379-7569*
Office Address: *309 E. Jefferson Avenue*
Pomona, CA 91767
Website: *www.kylegroundwater.com*

KYLE Groundwater, Inc. (KGI) is a California Corporation located in Pomona. Our company was founded in early 2018 by Mr. Russell Kyle in response to demand for experienced and innovative hydrogeological solutions from our Southern California clients. Since that time, we have established a large local client base of water agencies and purveyors, and are continuing to grow. We have a reputation of approaching each of our projects with fresh eyes and providing a superior and customized work product. Mr. Kyle, a Professional Geologist and Certified California Hydrogeologist, holds the philosophy that an honest, well-thought-out, innovative, and scientifically based approach coupled with a high-quality work product, leads to successful projects. The number and variety of successful projects over the course of his career is testament to that fact. Over the course of his career, Mr. Kyle has provided hydrogeologic design, construction, and inspection services for over 150 new water supply wells and has successfully evaluated and rehabilitated dozens of wells to stabilize structural abnormalities, recover lost production and improve poor water quality. Services offered by KGI include, but are not limited to:

Water Wells
- Siting
- Feasibility Studies
- Design
- Technical Plans & Specifications
- Construction Management
- Inspection
- Peer Review

Permitting Support
- Water Supply Studies
- Source Assessments (DWSAP)
- Domestic Water Supply Permit
- NPDES
- Control Zone Compliance
- Setback Compliance

Groundwater Basin Studies
- Regional Studies
- Groundwater Quality Characterization
- Perennial Yield Estimates
- Artificial Recharge Feasibility
- Well Field Optimization
- Groundwater Protection
- Well Maintenance Programs

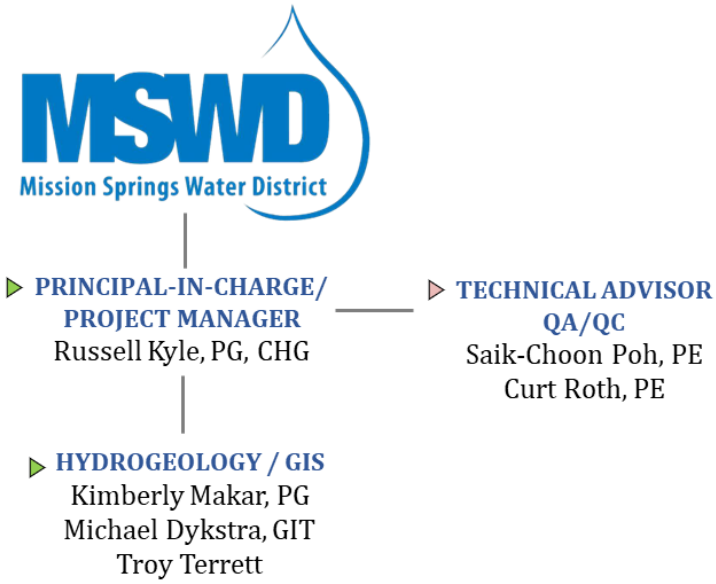
Groundwater Exploration
- Exploratory Drilling
- Test Wells
- Monitoring Wells
- Depth-Specific Sampling
- Well Canvassing

Well Rehabilitation and Redevelopment
- Well Condition Assessment
- Well Efficiency Testing
- Down-Hole Video Interpretation
- Flow Profiling
- Water Quality Assessment
- Mechanical and Chemical Treatment
- Well Modification
- Well Repair
- Liner Design
- Technical Plans & Specifications
- Construction Management
- Inspection

II. PERSONNEL

This section outlines the qualifications and responsibilities of our team's key members. Bringing more than 25 years' experience in water resources planning, development, and protection, our Principal-in-Charge (PIC) and Project Manager (PM), Mr. Russell Kyle, will coordinate directly with MSWD and other team members throughout the course of any given phase of the project. Mr. Kyle has successfully completed many high-profile groundwater resource projects within southern California and within the past 5 years alone has been responsible for the design of more than 25 water supply wells, and assessment, rehabilitation, and redevelopment of more than 40 wells. He has recent experience with successfully completing a regional-scale well rehabilitation prioritization project for Palmdale Water District, and was the PM and lead during execution of similar projects for the Long Beach Water Department and City of Riverside. Mr. Curt Roth of DRP Engineering will serve along with Mr. Saik-Choon Poh as technical advisor and QA/QC review. All work will be conducted by or under the direct supervision of a California Professional Geologist (PG), Certified Hydrogeologist (CHG), and/or Professional Engineer (PE).

Each member of our project team is identified in the organizational chart below, along with their respective roles for this project. Brief biographical sketches follow and selected resumes for key personnel are provided in Appendix A. Additional resumes can be provided upon request. Each key member of our team will be available for the duration of any given project and will not be reassigned without prior written approval from MSWD. All work will be under the direct supervision of a California Professional Geologist or Certified Hydrogeologist.



RUSSELL KYLE, PG, CHG (KYLE GROUNDWATER, INC.)

PRINCIPAL HYDROGEOLOGIST / PROJECT MANAGER

Licenses and Certifications: Professional Geologist, No. 7648, Certified Hydrogeologist, No. 822

Mr. Kyle has 25 years' experience with a wide variety of groundwater resource related projects for public and private clients within the western United States, Mexico, and Africa, with a focus on groundwater resources development in Southern California. The scope of his technical experience includes groundwater basin evaluations, water supply studies, well siting investigations, artificial recharge feasibility evaluations, well field condition assessments, well rehabilitation, desalination feedwater supply studies, and geophysical surveys. Over the course

of his career, he has been responsible for siting and installation of more than 150 water supply wells and 70 monitoring wells and exploratory borings, including management of field inspectors, coordination with drilling contractors and regulatory agencies, permitting, well design, and construction management. He has completed more than 36 high-profile well assessment, rehabilitation, and redevelopment projects within Southern California within the past 5 years. He is currently working on permitting, design, and inspection of 10 municipal water well installation projects and is providing construction management and inspection during construction of a new potable water supply well for the City of Tustin. Mr. Kyle is active within the water resources community as past-Chair to the AWWA CA-NV Water Well Technology Committee and as a voting member of the AWWA National Well Standards Committee. He is currently serving on three (3) expert technical advisory panels assisting with development of the most recent updates to the California Department of Water Resources Well Standards.

KIMBERLY MAKAR, GIT (KYLE GROUNDWATER, INC.)

HYDROGEOLOGY / GIS / INSPECTION

Licenses and Certifications: Professional Geologist, No. 10044

Ms. Makar is a professional geologist with ten years of experience in the water resource and mining industries. She began her career as a manager of the dewatering program at an open-pit copper mine in Nevada, for which she was responsible for developing and executing multi-million-dollar groundwater dewatering programs. Since 2014 she has been providing professional consulting services to the water resources industry in Southern California with an emphasis on new well installation and well rehabilitation. Ms. Makar served as field inspector during a number of recent well construction and rehabilitation projects for agencies such as California Water Service Company, South Montebello Irrigation District, Long Beach Water Department, Three Valleys Municipal Water District, Gage Canal Company, Palmdale Water District, Golden State Water Company, City of Tustin, and City of Hemet, and leads our permitting efforts during planning and construction of municipal water supply wells.

MICHAEL DYKSTRA (KYLE GROUNDWATER, INC.)

HYDROGEOLOGY / INSPECTION

Licenses and Certifications: Geologist-in-Training

Mr. Dykstra has 10 years' experience in the Southern California housing construction industry, where he worked closely with project managers to ensure projects were completed properly and in a timely manner. He received a Bachelor of Science degree in Geology from California State Polytechnic University – Pomona in 2017 and is currently seeking a Master of Science degree in the same subject. Since January 2020, Mr. Dykstra has been providing professional consulting services and support to the water resources industry in California, which includes field inspection for new water supply wells and well rehabilitations, and hydrogeologic support for groundwater quality studies, permitting, well siting, and design. He served as lead field inspector for the construction of new water supply wells for California Water Service Company, Montebello Land and Water Company, Lake Arrowhead Community Services District, and City of Tustin, and well rehabilitations for Long Beach Water District, Palmdale Water District, Gage Canal Company, Three-Valleys Municipal Water District, and City of Hemet.

JERRY BURNS (KYLE GROUNDWATER, INC.)

HYDROGEOLOGY / INSPECTION

Mr. Burns received a Bachelor of Science degree in Environmental Geology from California State Polytechnic University, San Bernardino and is pursuing a Master of Environmental Science degree from the University of Oklahoma. Since January 2022, Mr. Burns has been providing field inspection for new water supply wells and well rehabilitations, and hydrogeologic support for groundwater quality studies, permitting, well siting, and design. He is currently providing inspection services for City of Tustin, City of Hemet, and Desert Water Agency.

SAIK-CHOON POH, PE (DRP ENGINEERING, INC.)

TECHNICAL ADVISOR

Mr. Poh is a registered engineer in the State of California (Registration No. C 69223), specializing in environmental and civil engineering. He is experienced in production wells, water pipeline, and groundwater treatment facility projects. Mr. Poh has served as a senior manager in the water industry for 18 years and has successfully managed and led project teams that have developed and delivered a wide range of projects from feasibility studies, master plans, predesigns, detailed designs and services during construction on a variety of projects.

CURTIS ROTH, PE (DRP ENGINEERING, INC.)

TECHNICAL ADVISOR

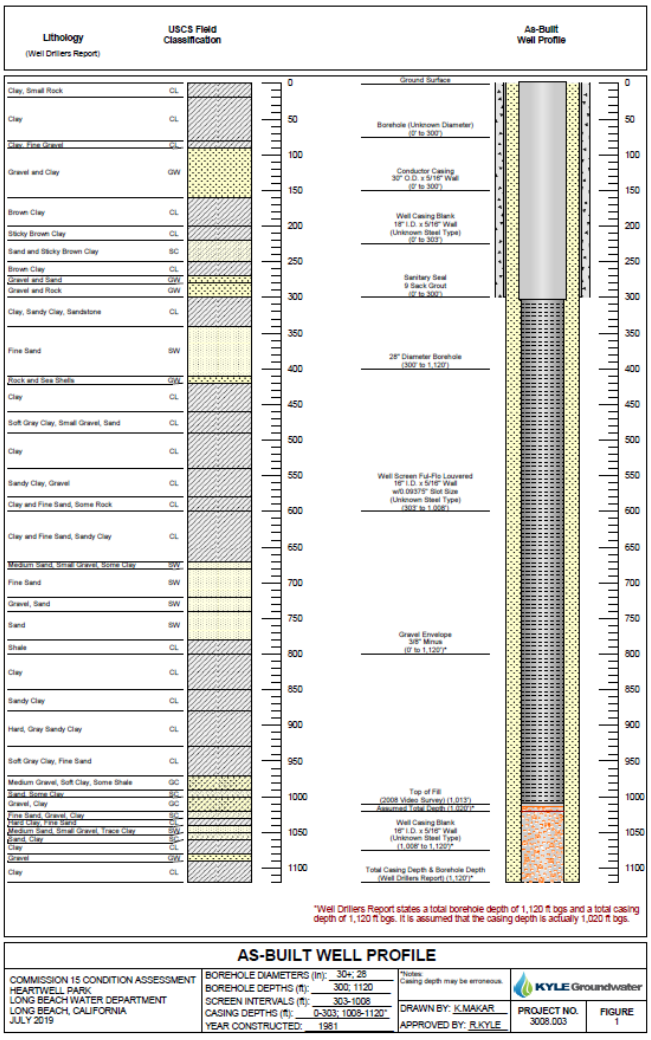
Mr. Roth brings 23 years of experience in environmental and civil engineering. He is experienced in water, storm water, recycled water, and wastewater conveyance as well as all aspects of water and storm water treatment. Mr. Roth adds tremendous experience designing, constructing, and operating new and innovative systems for the treatment of water, and has extensive design and institutional knowledge regarding treatment, water mains, sewers, and sewer lift stations.

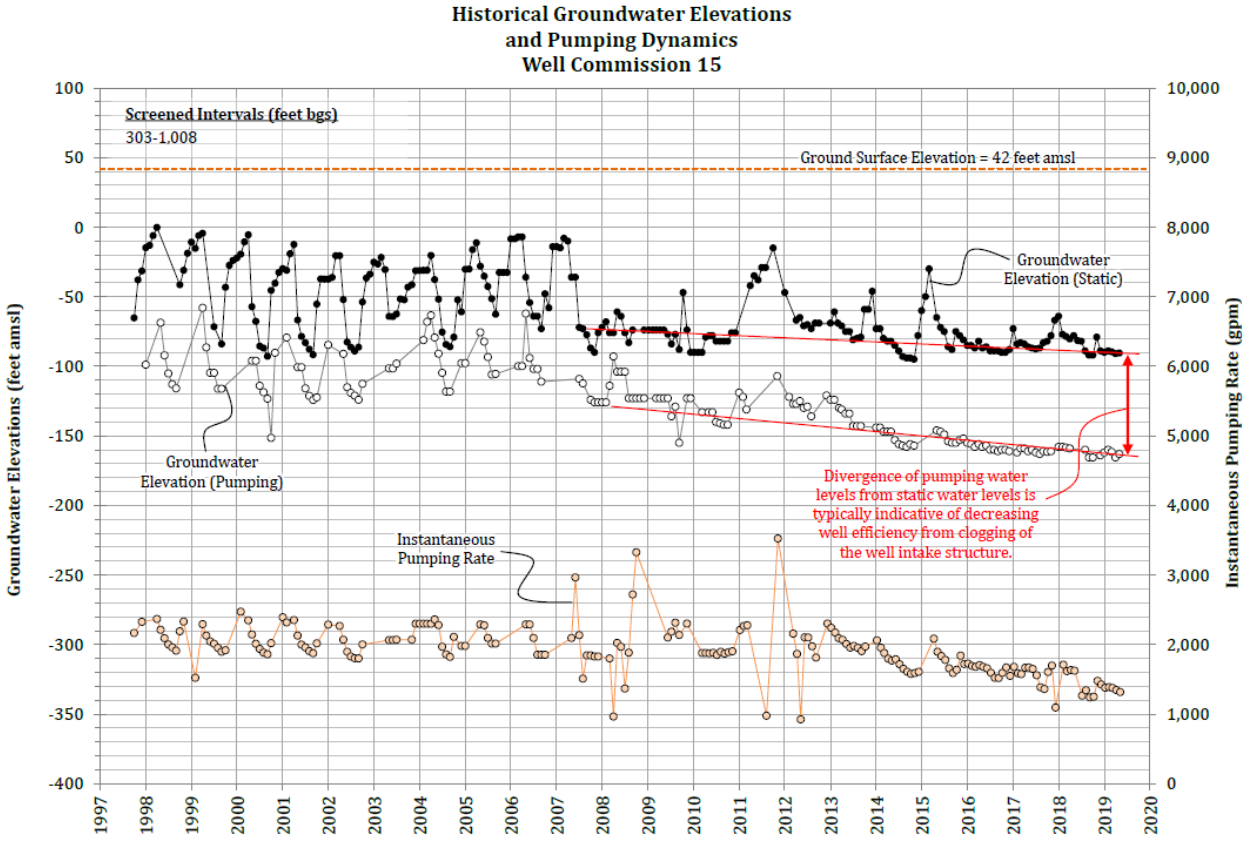
III. UNDERSTANDING OF THE PROJECT

Mission Springs Water District (MSWD) meets the water demand of its approximately 13,500 service connections entirely through use of pumped groundwater. The MSWD service area encompasses approximately 135 square miles, including the City of Desert Hot Springs, a portion of the City of Palm Springs, and ten smaller communities in Riverside County, including North Palm Springs, West Palm Springs, and Palm Springs Crest. The MSWD water supply and distribution system includes three separate systems with the largest of the three systems serving the community of Desert Hot Springs, the surrounding communities of West Garnet, and North Palm Springs. The two smaller systems, Palm Springs Crest System and West Palm Springs Village System, are located approximately five miles west of Desert Hot Springs. Groundwater pumped from MSWD's thirteen active wells is primarily produced from the Mission Creek subbasin via eight water supply wells, and to a lesser extent, from the Indio subbasin via three active wells, and from San Gorgonio Pass subbasin via two active wells. The MSWD wellfield ranges in age from 1958 through the present, with an average age of approximately 36 years.

It is our understanding that MSWD's primary goal for this project is to manage maintenance of local water supply sources, and retain water independence. This planning document will guide MSWD in decision making for future well maintenance and well replacement projects designed to optimize and maintain production capacity. It will identify those wells that are in most need of rehabilitation and that stand the best chance for success at the lowest cost. It will also identify wells that should be operated to failure while planning for replacement.

Our systematic approach to well rehabilitation prioritization planning on a regional level is based on sound scientific principles and have been honed through years of experience with similar projects. The first step is to acquire all available well data from which to develop comprehensive histories for each well and pump, including tabular and graphical summaries of construction details, operational details, and historical performance dynamics. Additionally, it is critically important to meet with MSWD's experienced operations personnel to query first-hand operational information that may not be available in written form. This is likely to include operational concerns such as sand or gravel production, air entrainment, breaking of suction, evidence of biofouling or encrustation on pumping components, structural issues, and past well rehabilitation efforts and results.



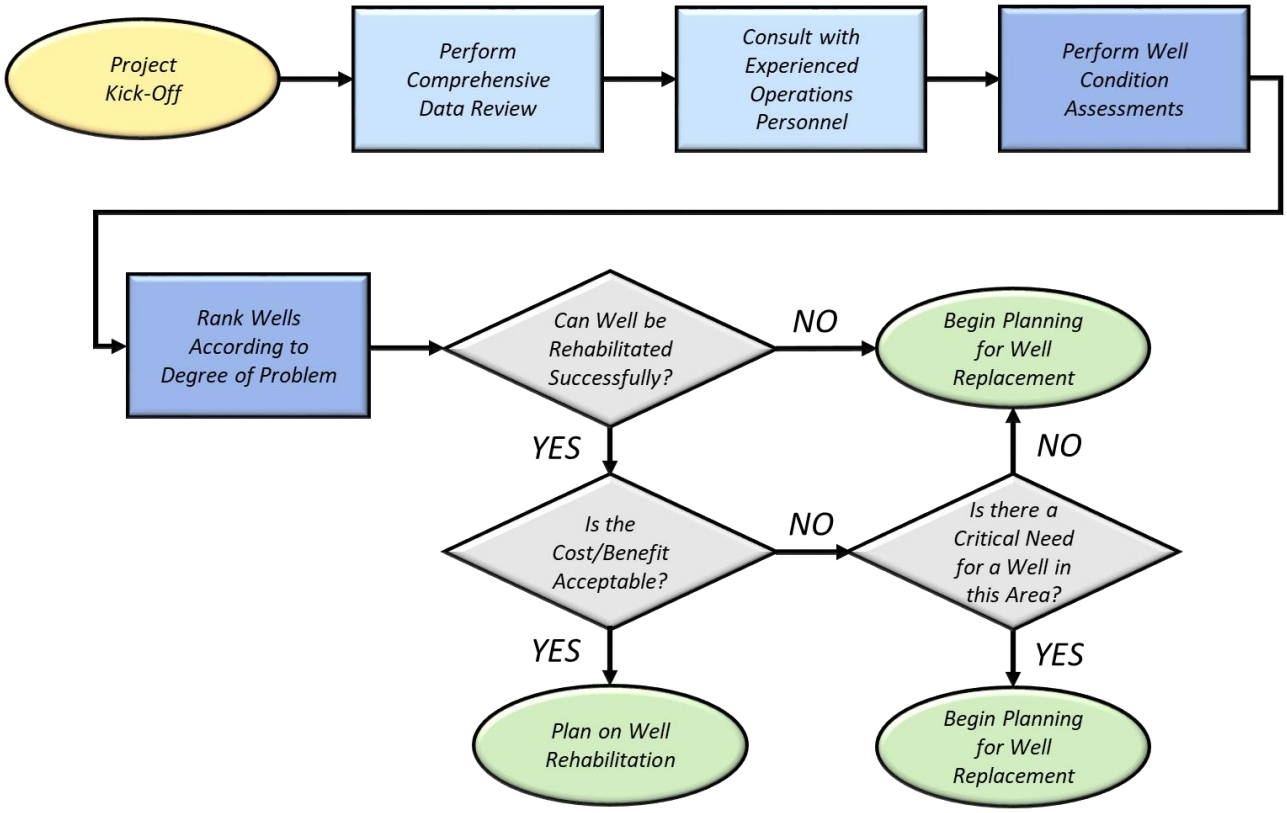


Condition assessments will then be prepared for each well based on the available information, primarily including visual information from historical downhole video surveys, and an evaluation of historical trends in well production parameters, including instantaneous pumping rate, specific capacity, and power consumption. The remaining useful life of each well will be estimated based on age, design, materials of construction, groundwater quality, pumping dynamics, and operational protocols. Pumping dynamics will be evaluated in the context of regional static and pumping groundwater elevations to identify causes of production loss and/or water level decline, as applicable. The three primary causes of declining well production are typically as follows:

1. Wells that exhibit stable static water levels, declining pumping water levels, and declining specific capacity are likely impacted by local degradation effects (i.e., well clogging, etc.).
2. Wells that exhibit declining static and pumping groundwater levels are likely impacted by regional groundwater level decline.
3. Wells that exhibit stable water levels and specific capacity, but declining production and/or increasing power consumption may be experiencing pump-related issues.

The process by which the wells are prioritized is summarized by the decision matrix shown on the following page. The condition of each well will be ranked relative to other wells based on a variety of criteria that will be assigned a raw criteria score and criteria weighting factor. The product of individual criteria scores and their respective weighting factors will result in a total weighted score and an overall ranking as to well condition. Those wells considered to be in the worst condition and with the greatest risk of structural failure would be ranked higher than wells in relatively good condition.

The wells will then be evaluated and ranked as to the probability of successful rehabilitation efforts and whether or not the benefit of rehabilitation outweighs the cost and risk. The probability of success will be based on many factors, including the degree of clogging, how long the condition has remained unchecked, suitability of the well design and condition to rehabilitation efforts, the degree of complexity and expense, and whether or not prior rehabilitation events have been successful. Those wells ranked higher on this list will be the wells most in need of rehabilitation that have the greatest probability of success at the least cost. A final consideration will be the importance of any particular well within the system, as determined by MSWD, such as a well that serves as critical supply to a treatment plant and/or particular system or pressure zone. In these cases, wells ranked lower on the final ranked list may take precedence over other wells when considering plans for rehabilitation.



A subset of wells will ultimately be identified as having limited remaining useful service life, significant structural issues, and/or for which well rehabilitation efforts would be impossible or prohibitively expensive. In these cases, the recommendation would be to run the well to failure and proactively plan for replacement.

Each and every well is different, requires specialized care, and will respond differently to the various processes utilized during rehabilitation and redevelopment, and each well will undoubtedly present unforeseen complications during execution of the work. As such, well rehabilitation specifications should be tailored to each well on a case by case basis. We recognize however that there are major tasks that are generally included in the majority of well rehabilitation activities. These tasks will be included within our technical specifications with the intent that each task should be selected and refined to complement any particular well following a careful condition assessment.

Our typical recommended program of rehabilitation and redevelopment includes the following sequence of tasks that have been designed to effectively disperse mechanical and chemical energy throughout the well screen and

near-well zone. These tasks may require modification based on the specific condition of each well. In order to loosen and dislodge materials within the gravel envelope and near-well zone, a mechanical brushing procedure may be recommended. The brushes would consist of spirally-wound nylon, polypropylene or polyethylene bristles mounted on a 6-inch minimum diameter weighted core. It is recommended that the weighted brushes be attached to the sand line of a rig equipped with a variable-speed rotating arm capable of a minimum 6-foot continuous revolution (i.e., 12-feet of vertical movement) and 10 strokes per minute, thus providing a minimum of 120 feet of vertical movement per minute.

Following brushing, and as needed, a program of pre-development may be recommended. This process uses focused intake pumping apparatus to open the gravel envelope and near-well zone in such a way as to allow effective penetration of chemicals.

Following pre-development, a two-phase chemical cleaning program is typically employed, including application of chemical dispersant to further open up the gravel envelope and near-well zone, followed by chemical cleaning through use of acids and/or surfactants. All chemicals are applied to the well screen by injection into a surge block while simultaneously distributing the chemical.



After an appropriate amount of contact time for the chemical, a program of redevelopment should be undertaken, and would consist of two phases. Phase I, or initial redevelopment, will consist of focused-intake pumping through a 10-foot-long double surge block. This method has proven to be more effective than the more typical airlift development as high rates of continuous flow (i.e., 300 to 900 gpm) can be achieved through a 10-foot-long double surge block, while simultaneously swabbing. Phase II, or final redevelopment, would consist of pumping and surging the well using a test pump and motor, with the goal of maximizing instantaneous production and specific capacity, and minimizing sand production.

SCOPE OF SERVICES

1.0 Project Management and Quality Control

The KGI team will prepare for and attend a kickoff meeting with MSWD personnel to discuss the proposed scope of work. The primary objective of the project kick-off meeting will be to meet face-to-face with key members of the project team to make sure that the intent, objectives, tasks, budgets, schedules, milestones, deliverables, and data needs are properly understood and addressed. The kick-off meeting also introduces and identifies those individuals responsible for implementing each part of the work and provides a forum for discussion of critical-path tasks, and how those tasks can be efficiently executed. A Project Management Plan will be presented at the

meeting and will include a baseline project schedule, contact information, budget table, and sample invoice. Pertinent members of the project team will attend up to nine (9) monthly project progress meetings, as necessary, throughout the duration of the project. Meeting agendas will be prepared for all project meetings and meeting minutes will be provided to MSWD within five (5) working days. Monthly project progress reports will be submitted with all invoices, including a discussion of task progress, anticipated issues, and project schedule.

Sound hydrogeological and engineering criteria will be used throughout administration of the project and all data, calculations, conclusions, and interpretations will be vetted through a rigorous multi-level QA/QC process. Our project manager and applicable team members will identify problems as they arise and will provide timely recommendations regarding an appropriate response. Essential factors which determine the success of any given project include scope, schedule, and budget. We will effectively manage these three fundamental factors to bring the project to a successful conclusion both on schedule and within budget. Comment spreadsheets will be provided with each deliverable as a means of tracking comments received and actions taken.

2.0 Data Acquisition & Analysis

KGI will acquire and review readily available well and pump data, reports, published literature, and models pertaining to MSWD's well field, including location of facilities, details of well construction, static and pumping groundwater levels, instantaneous pumping rates, specific capacity data, historical plant efficiency tests, flowmeter surveys, groundwater quality data, and existing well pump curves. Details of prior well modification, repair, and rehabilitation efforts will also be reviewed. Historical video surveys will be reviewed in an effort to directly evaluate any biological and/or chemical processes that may be occurring, and any structural issues that may be present. Additionally, KGI will meet with and interview MSWD's experienced operations personnel to query first-hand operational information such as sand or gravel production, air entrainment, breaking of suction, evidence of biofouling or encrustation on pumping components, structural issues, and undocumented well rehabilitation/repair efforts and results.

KGI will review all data in the context of developing operational and condition assessments for each well from which detailed well histories and baseline summaries will be developed. These well histories will be presented to MSWD for review and comment prior to proceeding with preparing the well rehabilitation prioritization plan.

3.0 Well Rehabilitation Prioritization Plan & Recommendations

KGI will utilize information and conclusions from the data review in Task 2.0 to assess, prioritize and rank the wells according to the methodology described herein. The plan will include all data collected presented in tabular and graphical formats (e.g., historical charts and well as-built drawings), condition assessments for each well, a description of the ranking and prioritization process (including justification of scoring and weighting), ranked priority lists, and a summary of rehabilitation methods and planning level costs pertinent to MSWD's well field. Ranking lists will be designed to be updatable by MSWD personnel as conditions change (i.e., wells are rehabilitated and/or replaced). The plan will also include a review of current MSWD well design standards in the context of well efficiency and longevity and provide comments and recommendations.

KGI will submit three (3) bound copies and an electronic (i.e., PDF) copy of the prioritization plan at the 50%, 70% and 90% DRAFT stage for review and comment. Workshops will be held at the MSWD offices following submittal of each draft report to field questions and address comments before moving forward with subsequent versions. Upon incorporation of comments, three (3) bound copies of the FINAL plan will be provided along

with native and PDF formats. Following submittal of the final plan, KGI will conduct a workshop for MSWD personnel to provide training on future update and refinement of the plan.

4.0 Well Rehabilitation Technical Specifications

KGI will prepare a comprehensive set of technical specifications for common well rehabilitation, redevelopment, testing, and maintenance procedures. It is proposed that these specifications will be presented in a modular fashion such that a bid-ready set of specifications can readily be assembled and combined with front-end documentation with minimal modification. Typical items to be included in the technical specifications will include the following:

- Pump removal and inspection
- Diagnostics
  - Efficiency testing
  - Pre-rehabilitation video surveys
  - CITM surveys
  - Depth-specific water quality sampling
  - Sidewall sampling and analysis
- Well casing repair
  - Patches
  - Liners
- Mechanical cleaning
  - Brushing
  - Jetting
  - Percussive
  - Bailing/airlifting
- Chemical cleaning
  - Surfactants and dispersants
  - Acids
  - Application methods
- Well redevelopment
  - Pre-development (prior to chemical cleaning)
  - Initial redevelopment by swabbing and pumping
  - Final redevelopment by pumping and surging
- Aquifer testing
  - Step drawdown test
  - Constant rate drawdown test
  - Recovery test
  - Flowmeter survey
- Post-rehabilitation downhole video surveys
- Well disinfection
- Repair and reinstallation of pump
- Startup testing



KGI will submit three (3) bound copies and an electronic (i.e., PDF) copy of both the 70% and 90% DRAFT versions of the plans and specifications to MSWD for review and comment. Workshops will be held at the MSWD offices following submittal of each draft report to field questions and address comments before moving forward with subsequent versions. Upon incorporation of comments, three (3) bound copies of the FINAL technical specifications will be provided along with native and PDF formats.

5.0 Bid Support Services

KGI will prepare technical plans and specifications for rehabilitation, redevelopment, and testing of the three (3) top ranked production wells, assist MSWD with modification of front-end contractual documents, prepare detailed bid schedules with specific line items showing units and unit quantities for the work, and will assemble the completed bid package and ready it for bidding. Engineer's estimates of construction costs will be prepared based on recent winning bids and materials costs for similar work within the Southern California area. Critical items to be included in the technical specifications typically include the following:

- Site requirements (i.e., preparation, noise monitoring and mitigation, dust control, waste disposal, BMPs, power, lighting, construction water source, security, sanitation facilities, staging, parking, and traffic control)
- Regulatory and permitting requirements
- Discharge requirements
- Hydrogeologic conditions
- Mobilization, demobilization, site preparation, preservation, and site restoration
- Equipment, materials, and records to be furnished by the contractor
- Pump removal, assessment, and storage procedures
- Preliminary diagnostic procedures (i.e., video and EMT-24 surveys)
- Well rehabilitation procedures (mechanical and chemical)
- Well redevelopment procedures (pre-, initial, and final)
- Aquifer testing
- Post-rehabilitation downhole video surveys
- Well disinfection
- Pump repair, modification, and reinstallation

KGI will submit a 100% DRAFT version of the bid package to MSWD for review and comment in electronic format. Upon incorporation of comments, a FINAL bid-ready version of the technical specifications will be provided to MSWD in native and PDF formats, including professional stamps and signatures.

Upon entering the bid phase, KGI will prepare for and attend a pre-bid meeting with MSWD and prospective drilling contractors to discuss key points within the technical plans and specifications, and to answer questions regarding site conditions, staging, preliminary well design, schedule and other hydrogeologic or contractual matters. During the bidding process, KGI will respond to bidder's questions and prepare bid addenda as necessary (assumes up to three [3] RFIs and addenda). Once the bidding process is complete, KGI will assist MSWD with bid evaluation and will provide recommendations regarding award. Upon request, and agreement on scope and fee, KGI will provide technical support throughout the duration the construction phase of well rehabilitation.

6.0 Baseline Testing Services (Optional)

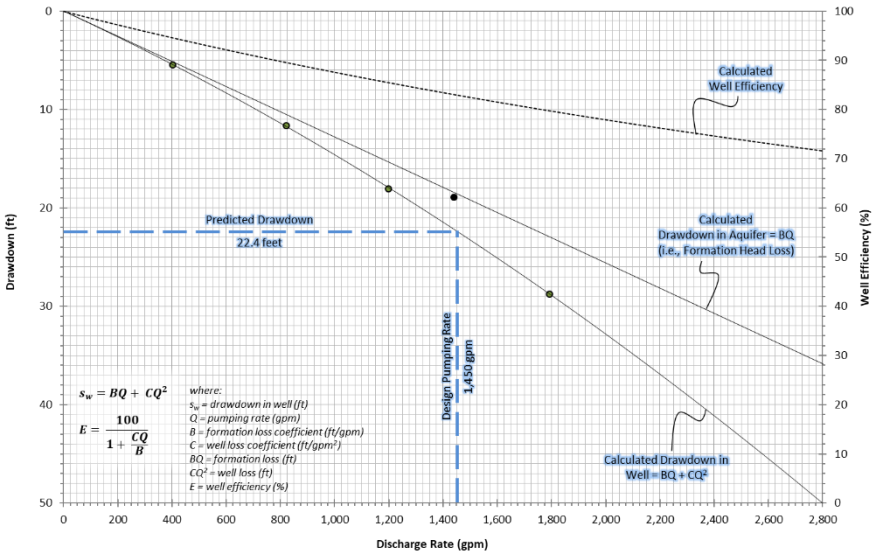
KGI will provide optional services to conduct testing and data analysis (as described in the RFP) for up to six (6) wells identified by KGI and MSWD within the 90% well rehabilitation prioritization plan. The purpose of this testing is to determine baseline well and pump efficiency from which gauge the success of any given well and/or pump rehabilitation event.

Well Efficiency

Well efficiency is a metric from which to judge well performance as measured by the ratio of actual specific capacity to theoretical specific capacity, and can be calculated by determining two components of head loss during pumping, 1) aquifer loss, and 2) well loss. The discovery by Henri Darcy in 1886 that groundwater flow within an aquifer is

laminar and that head loss varies by the first power of the flow velocity and discharge rate allows for calculation of head losses within an aquifer during pumping at any given flow rate. Head loss from turbulent flow as groundwater moves through the gravel envelope and well screen openings is referred to as well loss and varies by the square of the velocity (i.e., discharge rate). Combining these terms results in the equation for total drawdown within an aquifer as follows: $S_w = BQ + CQ^2$, where S_w is total drawdown within the well, BQ is the head loss from laminar flow within the aquifer, and CQ^2 is head loss from turbulent flow within the well intake structure. In order to calculate the aquifer and well loss coefficients, it is necessary to measure predictable drawdown trends in the well at differing pumping rates, as is accomplished through step drawdown aquifer testing. As such, it should be noted that the 1-hour test cycle stipulated in the RFP will not provide sufficient data from which to calculate well efficiency, and a test of approximately 2 to 3 hours will be needed. However, the goal of conducting three well tests in one working day is still acheivable.

Pump Efficiency



The overall pumping plant efficiency (OPE) is a measure of the efficiency of all pump components at the design pumping rate and total dynamic head. This parameter, sometimes referred to as wire-to-water, is calculated from the ratio of water horsepower to input horsepower. Water horsepower is the horsepower required to pump water against a specified head at 100% OPE. Input horsepower is calculated from data collected during efficiency testing. KGI will review existing pump efficiency test reports and, as necessary, can conduct OPE testing in conjunction with the well efficiency testing described above. This will require collection of an additional subset of data, including system pressures and power usage, from which OPE can be calculated for each of the step of the well efficiency testing described above.

Analysis and Reporting

KGI will provide field inspection and direction during testing and will provide the field equipment outlined in the RFP. We assume that the six (6) wells will be tested over a period of two (2) working days and that MSWD will install the Rossum centrifugal sand tester (provided by KGI), and provide all necessary pumping equipment (i.e., flow control valves and system pressure meters), needed for testing. All data will be collected by KGI and recorded on standard field forms. Following testing, KGI will provide a brief letter report summarizing the work and presenting the calculated well and pump efficiency baselines.

Recommended Additional Services

Based on the data summary presented in the RFP, video survey reports are not available for all wells. If this is the case, we would recommend performing downhole video surveys for those wells. Further, it would be prudent to conduct EMT-24 surveys at the time of the video surveys such that an assessment of casing integrity can be made. These services can be provided upon request.

IV. REFERENCES

We encourage MSWD to contact any of our references listed within this proposal to verify our technical expertise and project delivery capabilities. However, The following we believe the following five (5) references speak to our experience with well condition assessment and diagnostics.

Mr. Scott L. Rogers, PE *Engineering Manager* *Palmdale Water District* *srogers@palmdalewater.org* *661-456-5319*	• Development of Well Rehabilitation Prioritization Program. • Siting and Preliminary Design of Well No. 36. • Permitting, Design, and CMI for Well No. 36. • Repair and Rehabilitation of Well No. 7A. • Source Capacity Assessment of Well No. 4A.
Ms. Dian Tanuwidjaja, PhD, PE *Senior Civil Engineer* *Long Beach Water Department* *dian.tanuwidjaja@lbwater.org* *562-570-2357*	• Collection Main and New Well Site Study. • Rehabilitation and Redevelopment of Wells WIL-1A and CTZ-9A. • On-Call Hydrogeological Services – 2021 and 2022. • Drilling of Wells Alamitos 9A and Alamitos 14. • Drilling of Wells COM-23A, DOR-1, DOR-2 and CTZ-8A. • Rehabilitation of Wells COM-15 and COM-18. • Miscellaneous Permitting and Well Diagnostics.
Mr. Travis Holyoak *Water/Waste Water Superintendent* *City of Hemet* *tholyoak@hemetca.gov* *951-765-3710*	• Drilling of Well 10A. • Drilling and Testing Gibbel Park Monitoring Well • Rehabilitation of Well No. 2A. • Rehabilitation of Well No. 12.
Mr. Ryan Molhoek, PE *Senior Engineer* *Desert Water Agency* *rmolhoek@dwa.org* *760-323-4971 x.148*	• Rehabilitation and Redevelopment of Well No. 23. • Condition Assessment for Well Nos. 44 and 45. • Feasibility of Return to Service: Well Nos. 44 and 45.
Ms. Catherine Cerri *General Manager* *Lake Arrowhead Community Services District* *ccerri@lakearrowheadcsd.com* *(909) 336-7102*	• Diagnostics and Water Quality Mitigation for Well No. 2. • Drilling and Construction of the Blue Jay Well. • Miscellaneous Well Siting and Diagnostics.

V. LIST OF REPRESENTATIVE PROJECTS

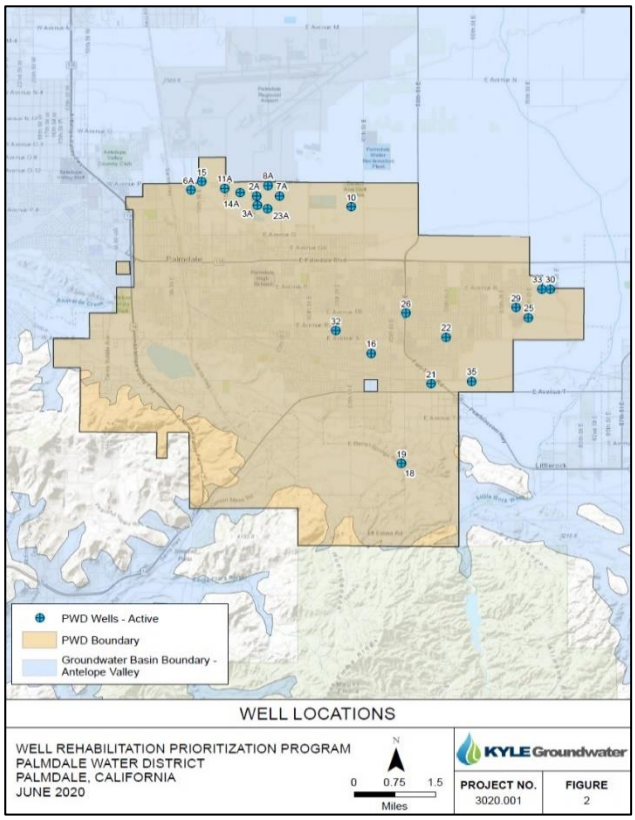
Our team members have the experience and expertise necessary to deliver the highly specialized hydrogeological and engineering services needed for this project. The following pages include a selection of reference projects that demonstrate a proven track record with recent project-relevant experience. Key members of our team outlined in this proposal held significant roles within these reference projects. The client references listed in this section can attest to the quality of our services, delivery capability, and our level of ownership. In addition to the projects presented on the following one-page project summaries, key members of our project team were also instrumental in the following well rehabilitation projects completed within the past four (4) years. This experience highlights the depth of knowledge and expertise held by our team with respect to well rehabilitation and redevelopment.

Well Rehabilitation Experience Within the Past Four Years (25 Wells)

California Water Service Company	DOM 219-02
California Water Service Company	DOM 272-01
City of Banning	Well C-6
City of Banning	Well M-10
City of Hemet	Well 2A
City of Hemet	Well 12
Desert Water Agency	Well 23
Desert Water Agency	Well 44
Desert Water Agency	Well 45
Gage Canal Company	Well 26-1
Gage Canal Company	Well 46-1R
Indio Water Authority	Well U
Indio Water Authority	Well 3B
Lake Arrowhead Community Services District	Well 2A
Long Beach Water Department	Well Wilson 1A
Long Beach Water Department	Well Citizens 9
Long Beach Water Department	Well Wise 1A
Long Beach Water Department	Well Commission 15
Long Beach Water Department	Well Commission 18
Long Beach Water Department	Well Commission 21
Long Beach Water Department	Well Development 9
Olam Farms	Well 7B
Olam Farms	Well 14
Palmdale Water District	Well 7A
Palmdale Water District	Well 4A
Riverside Public Utilities	Styles Well
Riverside Public Utilities	Van Buren Well 2
Soboba Band of Luiseno Indians	Well DW-5
Suburban Water Systems	Plant 409
Three Valleys Municipal Water District	Well 1

PALMDALE WATER DISTRICT
WELL REHABILITATION PRIORITIZATION PROGRAM

Location:	Palmdale, CA
Personnel:	Russell Kyle, Project Manager/Hydrogeologist Kimberly Makar, GIS/Hydrogeologic Support Michael Dykstra, Hydrogeologic Support
Client:	Palmdale Water District
	Scott Rogers, PE
	srogers@palmdalewater.org
	661-456-1020
Completion Date:	Ongoing
Total Cost:	$140,000



Palmdale Water District (PWD) meets the water demand of its almost 28,000 service connections through a combination of treated surface water from the State Water Project (SWP), and groundwater pumped from water supply wells. PWD's twenty two (22) active groundwater production wells account for approximately 40 percent of water supplied to its customers, the majority of which is pumped directly into the distribution system following disinfection. PWD's primary goal for this project is to prepare a roadmap to maximize local water supply sources and reduce reliance on costly imported water. This planning document will guide PWD in decision making for future well maintenance and well replacement projects designed to optimize and maintain production capacity. It will identify those wells that are in most need of rehabilitation and that offer the best chance for success at the lowest cost. It will also identify wells that should be operated to failure while planning for replacement.

KGI developed a rehabilitation and replacement prioritization plan for the PWD well field, consisting of the previously mentioned 22 active groundwater production wells. This project involved a thorough evaluation and ranking of each well as to overall condition, rehabilitation feasibility and estimated remaining well life. Additional components of the project included development of modular technical specifications for well rehabilitation, and rehabilitation of up to three wells, including technical specifications and bid support.

LONG BEACH WATER DEPARTMENT
REHABILITATION OF WELLS CITIZENS 9 AND WILSON 1A

Location:	Long Beach, CA
Personnel:	Russell Kyle, Project Manager/Hydrogeologist Kimberly Makar, Field Inspection Michael Dykstra, Field Inspection
Client:	Long Beach Water Department
	Wendy Chen, PE
	wendy.chen@lbwater.org
	562-570-2324
Completion Date:	Est. ~December 2020
Total Cost:	$219,500



In an effort to increase local water supply reliability, the Long Beach Water Department (LBWD) is seeking to optimize local water supply sources and maintain a production well field capacity of 32,692 acre-feet per year (AFY) through the year 2032. This requires ongoing rehabilitation of existing wells to increase production from existing sources of supply, and construction of several new groundwater wells.

Rehabilitation of Wells Wilson 1A and Citizens 9 is part of the ongoing effort to maintain and optimize the capacity of local resources. The KGI team was tasked with resident engineering, and providing full-time construction management and inspection services. This included development of a well rehabilitation and redevelopment plan, evaluation of the existing pump and motor, and electrical and site upgrades.

Both wells have been successfully rehabilitated and redeveloped with dramatic increases in both instantaneous pumping rate and specific capacity. Well Citizens 9 has increased from a historical low pumping rate of 166 gpm to approximately 1,000 gpm, an 500% increase. Likewise, the specific capacity of the well at those pumping rates has increased by 400% from approximately 2 gpm/foot to 10 gpm/foot.

LONG BEACH WATER DEPARTMENT

REHABILITATION OF WELLS COMMISSION 15 AND COMMISSION 18

Location:	Long Beach, CA
Personnel:	Russell Kyle, Project Manager/Hydrogeologist Kimberly Makar, Field Inspection Michael Dykstra, Field Inspection Jerry Burns, Field Inspection
Client:	Long Beach Water Department
	Kyle Knoke
	kyle.knoke@lbwater.org
	562-570-2322
Completion Date:	Est. ~October 2023
Total Cost:	$699,200

In an effort to increase local water supply reliability, the Long Beach Water Department (LBWD) is seeking to optimize local water supply sources and maintain a production well field capacity of 32,692 acre-feet per year (AFY) through the year 2032. This requires ongoing rehabilitation of existing wells to increase production from existing sources of supply, and construction of several new groundwater wells.

Rehabilitation of Wells Commission 15 and Commission 18 is part of the ongoing effort to maintain and optimize the capacity of local resources. KGI has developed a well rehabilitation and redevelopment plan for the wells, and is currently providing full-time construction management and inspection services.

Rehabilitation of Commission 18 included pre-development, a two-phase chemical treatment process, redevelopment by focused intake pumping, and final development by pumping and surging. Early data suggest that the well capacity has been increased from 631 gpm to in excess of 2,000 gpm, with a corresponding increase in specific capacity from 9 gpm/foot to 18 gpm/foot.







Screened intervals 690 ft and 800 ft BEFORE chemical treatment.



Screened intervals 690 ft and 800 ft AFTER chemical treatment.

CALIFORNIA WATER SERVICE COMPANY

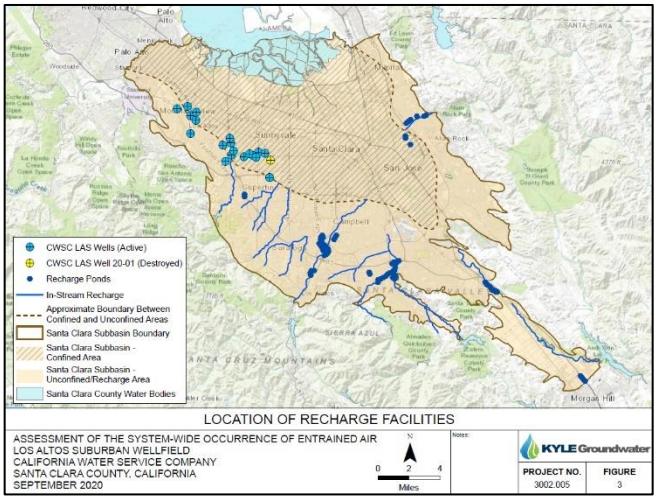
WELL AND WELL FIELD EVALUATION – SUNNYVALE, CALIFORNIA

Location:	Sunnyvale, California
Personnel:	Russell Kyle, Project Manager/Hydrogeologist Kimberly Makar, Permitting/GIS Michael Dykstra, Hydrogeological Support
Client:	California Water Service Company
	Julie Huynh
	jhuynh@calwater.com
	408-367-8394
Completion Date:	January 2021
Total Cost:	$22,200

KGI has an on-call as-needed professional services contract with California Water Service Company (CWSC) to address task orders throughout the State. Recent projects have included a regional evaluation of entrained air within the Los Altos Suburban (LAS) District wellfield in Santa Clara County, and preparation of a Preliminary Design Report (PDR) for a proposed replacement well in Sunnyvale, California.

Entrained air can result in customer complaints due to aesthetic concerns, water quality problems, inefficient pumping, and possible damage to pumping components from cavitation. KGI was asked to assess the possible sources of this entrained air. The source of entrained air was found to be unrelated to well design and the result of rapid artificial recharge within close proximity to the wells. This was confirmed through an evaluation of the concentrations of dissolved air within each well, and a comparison of general water quality characteristics of the groundwater that was found consistent to that of imported water used for recharge.

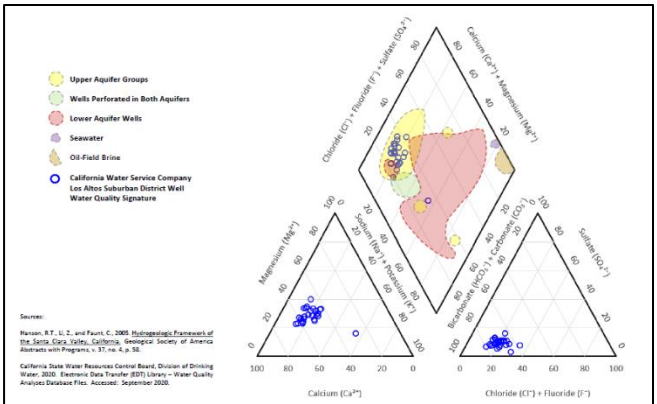
Multiple recommendations were presented to CWSC for possible measures that can be employed to mitigate entrained air, including wellhead treatment, and altering the flow profile within individual wells.



LOCATION OF RECHARGE FACILITIES

ASSESSMENT OF THE SYSTEM-WIDE OCCURRENCE OF ENTRAINED AIR
LOS ALTOS SUBURBAN WELLFIELD
CALIFORNIA WATER SERVICE COMPANY
SANTA CLARA COUNTY, CALIFORNIA
SEPTEMBER 2020

KYLE Groundwater | PROJECT NO. 3002.005 | FIGURE 3



PIPER DIAGRAM SHOWING WATER QUALITY TYPES IN SANTA CLARA VALLEY

LOS ALTOS SUBURBAN WELLFIELD ASSESSMENT
CALIFORNIA WATER SERVICE COMPANY
SUNNYVALE, CALIFORNIA
SEPTEMBER 2020

KYLE Groundwater | PROJECT NO. 3002.005 | FIGURE 5

DESERT WATER AGENCY
WELL NOS. 44 AND 45 CONDITION ASSESSMENTS

Location:	Palm Springs, CA
Personnel:	Russell Kyle, Project Manager/Hydrogeologist Kimberly Makar, Field Inspection/Hydrogeologic Support Michael Dykstra, Field Inspection/Hydrogeologic Support
Client:	Desert Water Agency
	Ryan Molhoek, PE
	rmolhoek@dwa.org
	760-912-5511
Completion Date:	Ongoing
Total Cost:	$101,200

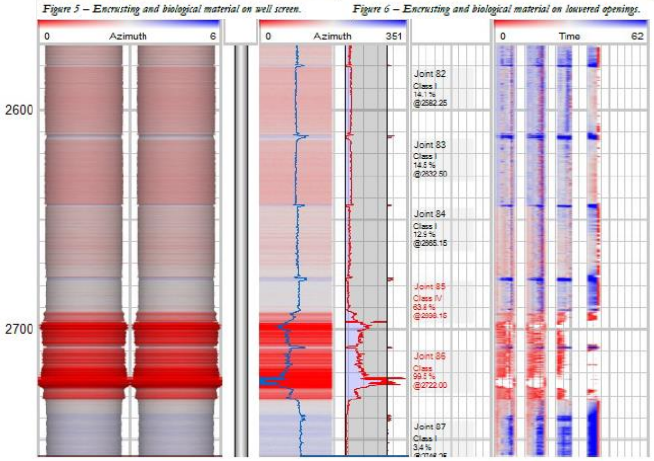
Desert Water Agency (DWA) Well Nos. 44 and 45, both of which were drilled and constructed in 2005, never equipped, and have remained capped and idle since that time. DWA contacted KGI to assess the wells and evaluate the feasibility of bringing one or both of the wells into service. A phased approach was recommended, whereby each phase was designed to provide early identification of critical issues that could curtail consideration of one or both of the wells from further investigation. Each phase becomes increasingly intrusive and complex as the viability of the wells becomes more evident. The three phases included: 1) a preliminary assessment of the current physical condition and viability of each well, 2) an estimate of pumping capacity and groundwater quality through use of focused intake pumping, and 3) implementation of a full-scale program of well rehabilitation and redevelopment.



Figure 5 – Encrusting and biological material on well screen.



Figure 6 – Encrusting and biological material on louvered openings.



KGI completed the condition assessments, which included downhole video surveys to determine the degree of corrosion, mineral encrustation, and/or bacterial activity that may be present. Electromagnetic casing inspection surveys were conducted to evaluate the degree of metal loss and structural integrity of the well casing and screen, and identify any areas of significant concern that may have required repair. Construction logistics were considered for each site, along with the feasibility of permitting each of the wells for operation with the California State Water Resources Control Board. Phase I of this work has been completed and both wells were determined to be viable for further evaluation. KGI has been contracted to perform the Phase II well capacity and water quality testing and is subcontracting the pump work associated with this evaluation.

GAGE CANAL COMPANY

REHABILITATION AND REDEVELOPMENT OF WELL 46-1R

Location:	San Bernardino, CA
Personnel:	Russell Kyle, Project Manager/Hydrogeologist Kimberly Makar, Field Inspection/Hydrogeologic Support Michael Dykstra, Field Inspection/Hydrogeologic Support
Client:	Gage Canal Company
	Benjamin Alms
	balms@gagecanal.com
	951-780-1333
Completion Date:	October 2020
Total Cost:	$148,900

KGI performed a condition assessment of a privately owned water supply well that provides water to a group of public and private water purveyors. This condition assessment was performed in response to excess sand production from the well that was causing fouling of an adjacent treatment plant. A customized program of redevelopment was developed with the goal of mitigating sand production without well modification.

KGI provided field inspection services and subcontracted a local pump company to provide contractor services during rehabilitation and redevelopment of Well 46-1R. The work included mechanical cleaning of the well casing and screen, pre-development pumping, and mild chemical treatment using a polymer dispersant. A critical part of the process was vigorous redevelopment using the focused intake pumping method.

Recommendations were made regarding pump design and retrofit, including the addition of a perforated extended suction pipe to be fitted to the pump intake.

Ultimately, redevelopment was deemed a success, eliminating sand production and increasing the specific capacity of the well to values greater than when the well was originally constructed in 2007.





PALMDALE WATER DISTRICT
REHABILITATION OF WELL 7A

Location:	Palmdale, CA
Personnel:	Russell Kyle, Project Manager/Hydrogeologist Kimberly Makar, Field Inspection Michael Dykstra, Field Inspection
Client:	Palmdale Water District
	Scott Rogers, PE
	srogers@palmdalewater.org
	661-456-1020
Completion Date:	September 2021
Total Fee:	$38,000

The Palmdale Water District (PWD) discovered severe structural issues within Well No. 7A during pump maintenance and requested KGI to evaluate the condition of the well and provide recommendations as to possible actions that could be undertaken to extend the remaining life of the well. Following downhole video and CITM surveys of the well, the wire-wrap well screen was observed to be in relatively poor condition, exhibiting some heavily corroded rods, and appearing moderately to heavily clogged with corrosion byproducts and bacterial growth. A large vertical rupture was evident within the well screen along with several other holes and structural abnormalities. KGI recommended installation of a well liner, gravel envelope, and annular seal, followed by vigorous well redevelopment in an effort to provide additional operational life and enable advanced planning for an ultimate well replacement. KGI is currently providing construction management and inspection services during installation of the liner.



CITY OF RIVERSIDE PUBLIC UTILITIES
WELL CONDITION ASSESSMENTS AND PEER REVIEW

Location:	Riverside, CA
Personnel:	Russell Kyle, Project Manager/Hydrogeologist Kimberly Makar, Hydrogeologic Support
Client:	City of Riverside Public Utilities
	Leo Ferrando
	Lferrando@riversideca.gov
	951-826-5694
Completion Date:	December 2018
Total Fee:	$25,200

KGI has recently performed well condition assessments and developed well rehabilitation recommendations for four (4) production wells for the City of Riverside Public Utilities (RPU). The well condition assessments included review of historical data, including multiple downhole video surveys, static and pumping groundwater levels, instantaneous pumping rates, specific capacity, and sand production. The data were analyzed to effectively evaluate the current condition of the two wells. Based on the findings and conclusions of the well condition assessments, a mild to moderate programs of well rehabilitation and redevelopment were recommended for two wells, while it was recommended to leave the third well alone due to severe structural issues.



One of the wells was found to be producing appreciable quantities of sand and gravel material which subsequently eroded holes within the pump column piping. Recommendations were provided to help assess the problem and modifications to the pump were recommended to mitigate sand production.

Additionally, KGI has provided professional peer review and served as RPU's representative during siting and design of a new municipal water supply well in San Bernardino. Two pilot boreholes have been drilled and tested to determine a location and design adequate to meet water quality standards and production capacity. KGI has borehole lithology, geophysical borehole survey logs, isolated aquifer zone testing results, and well design recommendations provided by another consultant. Recommendations have been made regarding an appropriate well design that serves the best interest of RPU while minimizing capital cost.

INDIO WATER AUTHORITY

CONDITION ASSESSMENTS AND REHABILITATION OF WELLS U AND 3B

Location:	Indio, CA
Personnel:	Russell Kyle, Project Manager Kimberly Makar, Field Inspection/Hydrogeology
Client:	Indio Water Authority
	Miguel Peña
	mpena@indio.org
	760-625-1852
Completion Date:	March 2019
Total Cost:	$52,500



Indio Water Authority Wells U and 3B had been idle for several years due to elevated levels of hexavalent chromium. Putting the wells back into service required well condition assessments and development of plans for rehabilitation and redevelopment. Additionally, KGI were asked to evaluate the depth-specific occurrence of hexavalent chromium and assess the feasibility of well modification as a mitigation measure should the California MCL of 10 µg/L for hexavalent chromium be reinstated at some future date.

Each well was assessed and aggressive rehabilitation programs were recommended due to severe clogging of the well screens from bacterial activity and mineral encrustation. Each rehabilitation program included mechanical cleaning by high-pressure water jetting, a two-phase chemical treatment process, well redevelopment by swabbing and airlifting, and pumping and surging, and post-rehabilitation aquifer testing. Depth-specific water quality at Well U was assessed using downhole flowmeter surveys to develop a flow profile for the well in combination with depth-specific water sampling. Depth-specific water quality at Well 3B was assessed through use of flow profiling and inflatable packers. Despite significant project constraints, both wells were successfully rehabilitated and placed back into service with significant increases in specific capacity and instantaneous production.

VI. BILLING SCHEDULE AND HOURLY RATES

We pride ourselves on providing innovative hydrogeological and engineering solutions to our clients and are confident we can provide MSWD with a successful well rehabilitation prioritization project that will result in a valuable planning document for years to come. Our cost proposal is inclusive of all anticipated costs, includes a work plan with a breakdown of labor by project task, and is presented on the following page. The following rate schedule serves as the basis for our cost proposal.

Labor Classification	Hourly Rate
Technical Advisor	$195
Principal Hydrogeologist	$195
Principal Engineer	$165
Project Hydrogeologist	$145
Staff Hydrogeologist	$135
GIS Technician	$120
Clerical	$80

Non-Labor Charges:

Mileage = $0.585 per mile (i.e., the allowable IRS rate)

Field visit (day) = $30

Field visit (overnight) = $150

Transducer rental = $25 per day

Rates subject to change effective January 1, 2023.

MISSION SPRINGS WATER DISTRICT

Cost Proposal to Provide Professional Consulting Services to Develop a Well Rehabilitation Prioritization Program

		Principal Hydrogeologist	Project Hydrogeologist	Staff Hydrogeologist	GIS Technician	Field Inspector	Clerical	Technical Advisor	Principal Engineer	Labor	Direct Costs	Total Cost
	Hourly Rate:	$195	$145	$135	$120	$105	$80	$195	$165			
1.0	**PROJECT MANAGEMENT AND QUALITY CONTROL**											
1.1	Prepare for and attend project kick-off meeting and up to nine (9) progress meetings.	40	20					8	4	$ 12,920	$ 1,236	$ 14,156
1.2	Provide for project management, including monthly progress reports and QA/QC.	24	12	12				8	4	$ 10,260	$ -	$ 10,260
2.0	**DATA ACQUISITION AND ANALYSIS**											
2.1	Acquire and review available well and pump data, interview operations personnel, prepare well histories for 13 wells.	16	24	24	12			4	8	$ 13,380	$ 124	$ 13,504
3.0	**WELL REHABILITATION PRIORITIZATION PLAN**											
3.1	Prepare well rehabilitation prioritization plan (assumes 50%, 70%, 90% Draft and 100% Final).	24	40	48	20		8	8	8	$ 22,880	$ 400	$ 23,280
3.2	Prepare for and conduct three (3) workshops at MSWD for each draft report.	18		9						$ 4,725	$ 371	$ 5,096
4.0	**WELL REHABILITATION TECHNICAL SPECIFICATIONS**											
4.1	Prepare well rehabilitation specifications (assumes 50%, 70%, 90% Draft and 100% Final).	40	60	60	16		8			$ 27,160	$ 400	$ 27,560
4.2	Prepare for and conduct three (3) workshops at MSWD for each draft specification.	18		9						$ 4,725	$ 371	$ 5,096
5.0	**BID SUPPORT SERVICES**											
5.1	Assemble technical specifications for rehabilitation of three (3) wells.	20	24	24	12		4			$ 12,380	$ 200	$ 12,580
5.2	Provide assistance during bidding, including attendance at pre-bid meeting, response to RFIs and RFCs, preparation of addenda, and recommendations of award.	12	16							$ 4,660	$ 124	$ 4,784
	TOTAL HOURS AND COST (NON-OPTIONAL):	***212***	***196***	***186***	***60***		***20***	***28***	***24***	***$ 113,090***	***$ 3,226***	***$ 116,316***
6.0	**BASELINE TESTING SERVICES (OPTIONAL)**											
6.1	Conduct baseline well and pump efficiency testing and analysis, and prepare brief letter report.	12		16		24				$ 7,020	$ 871	$ 7,891
	TOTAL COST (OPTIONAL):	***12***		***16***		***24***				***$ 7,020***	***$ 871***	***$ 7,891***
	TOTAL HOURS AND COST:	***224***	***196***	***202***	***60***	***24***	***20***	***28***	***24***	***$ 120,110***	***$ 4,097***	***$ 124,207***

KYLE Groundwater, Inc.

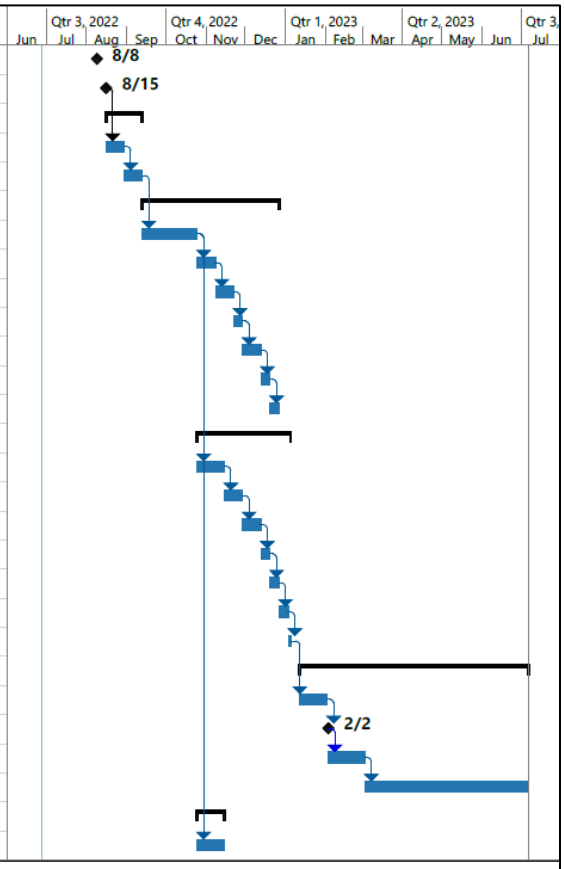
DRP Engineering, Inc.

VII. SCHEDULE

We have developed a realistic project schedule based on our team's experience in delivering projects of a similar type and scope, the scope of work identified in the RFP, and a contract award date in July 2022. Our intimate knowledge of the well assessment and prioritization process allows our team to identify critical-path items and reduce the length of time required for a project of this nature.

Preliminary Project Schedule
Professional Consulting Services
to Develop a Well Rehabilitation Prioritization Program

ID	Task Name	Duration	Start	Finish
1	Contract Award	1 day	Mon 8/8/22	Mon 8/8/22
2	Project Kick-Off Meeting	1 day	Mon 8/15/22	Mon 8/15/22
3	**Task 2 - Data Analysis and Acquisition**	**20 days**	**Tue 8/16/22**	**Mon 9/12/22**
4	Acquire and Review Data	10 days	Tue 8/16/22	Mon 8/29/22
5	Prepare Well Histories	10 days	Tue 8/30/22	Mon 9/12/22
6	**Task 3 - Well Rehabilitation Prioritization Plan**	**75 days**	**Tue 9/13/22**	**Mon 12/26/22**
7	Prepare 50% Plan	30 days	Tue 9/13/22	Mon 10/24/22
8	MSWD Review	10 days	Tue 10/25/22	Mon 11/7/22
9	Prepare 70% Plan	10 days	Tue 11/8/22	Mon 11/21/22
10	MSWD Review	5 days	Tue 11/22/22	Mon 11/28/22
11	Prepare 90% Plan	10 days	Tue 11/29/22	Mon 12/12/22
12	MSWD Review	5 days	Tue 12/13/22	Mon 12/19/22
13	Prepare Final Plan	5 days	Tue 12/20/22	Mon 12/26/22
14	**Task 4 - Plans and Technical Specifications**	**52 days**	**Tue 10/25/22**	**Wed 1/4/23**
15	Prepare 50% Specifications	15 days	Tue 10/25/22	Mon 11/14/22
16	MSWD Review	10 days	Tue 11/15/22	Mon 11/28/22
17	Prepare 70% Specifications	10 days	Tue 11/29/22	Mon 12/12/22
18	MSWD Review	5 days	Tue 12/13/22	Mon 12/19/22
19	Prepare 90% Specifications	5 days	Tue 12/20/22	Mon 12/26/22
20	MSWD Review	5 days	Tue 12/27/22	Mon 1/2/23
21	Prepare Final Specifications	2 days	Tue 1/3/23	Wed 1/4/23
22	**Task 5 - Bid Support Services**	**126 days**	**Thu 1/12/23**	**Thu 7/6/23**
23	Assemble Technical Specifications	15 days	Thu 1/12/23	Wed 2/1/23
24	Pre-Bid Meeting	1 day	Thu 2/2/23	Thu 2/2/23
25	Bid Period	20 days	Fri 2/3/23	Thu 3/2/23
26	Technical Support (Upon Request)	90 days	Fri 3/3/23	Thu 7/6/23
27	**Task 6 - Baseline Testing (Optional)**	**15 days**	**Tue 10/25/22**	**Mon 11/14/22**
28	Baseline Testing of 6 Wells	15 days	Tue 10/25/22	Mon 11/14/22



28-Jun-22 Page 1 KYLE Groundwater

Appendix A

Resumes

RUSSELL KYLE, PG, CHG



TITLE
President / Principal Hydrogeologist

REGISTRATIONS/ CERTIFICATIONS
Registered Professional Geologist, California No. 7648

Certified Hydrogeologist, California No. 822

EDUCATION
MS, Environmental Hydrogeology, California State University – Los Angeles, 2006

BS, Geology, California Polytechnic University – Pomona, 1996

PROFESSIONAL AFFILIATIONS
American Water Works Association – past Chair of CA/NV Water Well Technology Committee

Voting Member of the American Water Works Association National Well Standards Committee

Mr. Kyle has 24 years of experience with a wide variety of groundwater resource related projects for public and private clients within the western United States, Mexico, and Africa, with a focus on groundwater resources development in Southern California. The scope of his technical experience includes groundwater basin evaluations, water supply studies, well siting investigations, artificial recharge feasibility evaluations, well field condition assessments, well rehabilitation, desalination feedwater supply studies, and geophysical surveys. Over the course of his career he has been responsible for installation of more than 150 water supply wells and 70 monitoring wells and exploratory borings, including management of a team of field inspectors, coordination with drilling contractors and regulatory agencies, well design, and construction management. Recent notable projects include installation of potable water supply wells for California Water Service Company, South Montebello Irrigation District, Montebello Land and Water Company, and development of well rehabilitation, replacement, prioritization plans for the Long Beach Water Department, California Water Service Company, City of Riverside, and Palmdale Water District. He is also active within the water resources community and is currently a member and past Chair to the AWWA CA-NV Water Well Technology Committee, and as a voting member of the AWWA National Well Standards Committee. Mr. Kyle is also serving on multiple Technical Action Committees working to develop the new California Department of Water Resources water well standards.

EXPERIENCE

NEW WELL INSTALLATION

Collection Main and New Well Site Study – Long Beach Water Department – Long Beach, California. The Long Beach Water Department (LBWD) currently owns and operates 28 groundwater supply wells located throughout the city, in addition to a new well currently being equipped, and a second well recently constructed. LBWD's goal is to optimize local water supply sources and maintain a production well field with suitable capacity through the year 2032. Mr. Kyle is serving as Principal-in-Charge for a well siting study to evaluate areas favorable for installation of new production wells within the Central and West Coast Basins, and within relative proximity to the existing collection main pipeline. Buffers around sites of environmental concern, existing wells, and active hazardous liquid pipelines were used to eliminate possible areas for a new potable well. Potential sites were identified within areas that did not fall within those buffers and were within a one-mile radius of the collection main pipeline. The sites were ranked based upon a scientific approach and weighted decision matrix and an evaluation of how each potential well site will impact the collection main system.

Alamitos Wells 14 and 9A – Long Beach Water Department – Long Beach, California. Mr. Kyle is serving as project manager for this critical project which includes permitting, design, construction management, and inspection of two (2) new well installations, and destruction of four (4) existing wells. Components of the project include above-ground and below-ground infrastructure, parking lot design, traffic control plans, and new and modified SCADA service. Perliminary design and permitting have been completed and the project has been successfully bid.

2021 New Well Project – Long Beach Water Department – Long Beach, California. Mr. Kyle is serving as technical lead for this critical project which includes permitting, design, construction management, and inspection of four (4) new well installations, and destruction of two (2) existing wells. Components of the project include above-ground and below-ground infrastructure, traffic control plans, and new and modified SCADA service. Preliminary design and permitting have been completed.

Dominguez District Well 300-01 – California Water Service Company - Compton, California. Mr. Kyle provided an hydrogeological services in support of a new well installation in Compton, including a feasibility assessment of the proposed well site. Specific project support tasks include preparation of a risk assessment and preliminary design report, and preparation of DWSAP documents. Construction management and inspection services were provided during installation of the well which was completed June 2020. The well has successfully been installed with no water quality issues.

Well No. 36 – Palmdale Water District – Palmdale, California. Mr. Kyle is providing hydrogeological support services during siting and installation of a new water supply well in the Antelope Valley. Mr. Kyle is providing permitting support, feasibility assessment, preliminary and final design, and construction management and inspection. The project is expected to enter the construction phase mid-2022.

Well No. 15 – Montebello Land & Water Company – Montebello, California. Mr. Kyle is providing hydrogeological support services during siting and installation of a new water supply well in the Montebello Forebay area of the Central Basin. Mr. Kyle provided permitting support, an assessment of the proposed well site, developed detailed technical specifications for drilling and construction, and provided construction management, inspection, and regulatory compliance services.

Well No. 8 – South Montebello Irrigation District – Montebello, California. Mr. Kyle was the technical lead for a new well installation to be located adjacent to the Rio Hondo Spreading Basins within the Montebello Forebay area of the Central Basin. Mr. Kyle provided an assessment of the proposed well site, including anticipated well capacity and groundwater quality, preliminary design, construction logistics, and identification of construction constraints and required permits. Specific project support tasks include preparation of technical plans and specifications, CEQA, NPDES permitting, application for the Domestic Water Supply Permit Amendment, and preparation of DWSAP documents. Bid support, construction management and inspection services were also provided and the well installation was successfully completed in May 2020.

Design and Installation of City of Banning Well C-8 – City of Banning – Banning, California. The City of Banning is seeking to install a new municipal water supply well to increase groundwater production capacity to meet future demands. Mr. Kyle has conducted a water supply feasibility study, a well site assessment and ranking, and a preliminary design assessment, including a well field interference analysis, anticipated well capacity and groundwater quality, construction logistics, and identification of construction constraints and required permits, and an assessment of an existing inactive well for return to service. Next steps include permitting, finalization of technical specifications, bidding, construction management, inspection, and final design.

Blue Jay Well – Lake Arrowhead Community Services District – Blue Jay, California. Mr. Kyle is providing hydrogeological support services during siting and installation of a new hard-rock water supply well in the San Bernardino Mountains. Mr. Kyle provided permitting support, an assessment of the proposed well site and preliminary design, developed detailed technical specifications for drilling and construction, and provided construction management and inspection.

New Grand Well – City of San Jacinto, California. Mr. Kyle is providing hydrogeological support services during siting and installation of a new water supply well for the City of San Jacinto. The scope of work includes permitting support, preliminary and final design, and construction management and inspection. The project is expected to enter the construction phase mid-2022.

Dominguez District Well 301-01 – California Water Service Company – Long Beach, California. Mr. Kyle provided hydrogeological support for a planned well in Long Beach, including a feasibility assessment of the proposed well site. Specific project support tasks included preparation a preliminary design report, site feasibility assessment, and DWSAP documents. A risk assessment and professional opinion were prepared in response to concerns from the State Water Resources Control Board and the well has been cleared for the construction phase.

West Coast Basin Well 1 – Long Beach Water Department – Long Beach, California. The Long Beach Water Department (LBWD) installed a new potable water supply well in the West Coast Basin. This well will be the only well within the system which will not be treated by the District's centralized water treatment facility, and as such, water quality was of paramount import. Mr. Kyle served as project manager to provide design, permitting, construction management, and inspection services during the project. The well was successfully competed despite significant logistical challenges and was tested at 2,000 gpm with a specific capacity of approximately 100 gpm/ft.

Beneta Replacement Well – City of Tustin – Tustin, California. Mr. Kyle is providing hydrogeological support services during installation of a new water supply well in Orange County. The scope of work includes permitting support, preliminary and final design, and construction management and inspection. The new well is currently under construction and is expected to be complete July-2022.

Dominguez District Well 216-02 – California Water Service Company - Carson, California. Mr. Kyle provided design and construction inspection services for a new high-capacity water supply well in Carson to augment the District's groundwater supply within the West Coast Basin. A professional opinion of risk to the well from nearby groundwater contaminants was performed to assist CWSC with permitting the well for operation. The permits were secured and the well has been successfully constructed with a specific capacity of approximately 150 gpm/ft at 2,000 gpm.

Replacement Well Commission 22A – Long Beach Water Department – Long Beach, California. The Long Beach Water Department (LBWD) owns and operates three wells adjacent to the San Gabriel River in El Dorado Park North. One of these wells, Commission 22, is structurally compromised due to corrosion of its mild steel wire-wrap well screen, resulting in the well being removed from service. LBWD plans on

legally destroying Commission 22 and replacing it with a new well, Commission 22A, in the general vicinity of the existing well. Mr. Kyle served as project manager to provide design, permitting, construction management, and inspection services.

East Los Angeles Well 62-02 – California Water Service Company - Commerce, California. Mr. Kyle provided design and construction inspection services for a new high-capacity water supply well in Commerce to augment the District's groundwater supply. Deep aquifer units in the area are impacted with various constituents of concern, including methane, ammonia, and sulfides, while the shallow aquifers are impacted by manganese and local industrial contaminants. The well has been successfully constructed within both aquifer regimes and plans are in place to temporarily backfill the lower well screen with the goal of treating groundwater from those aquifers at a future date.

Gibbel Park Well – City of Hemet – Hemet, California. The City of Hemet is seeking to increase local groundwater supply through installation of a new production well at Gibbel Park. Mr. Kyle provided project management, design, and inspection services during drilling of an exploratory borehole and installation of a nested monitoring well to evaluate depth-specific water quality. The area is subject to many groundwater quality issues, including elevated metals from upwelling of hot water through the area's many faults, and impacts from agricultural activity within the valley. Information gathered from the exploratory drilling and testing will be utilized to assess the feasibility of installing a production well at Gibbel Park, and as a basis of design.

Replacement Well 10A – City of Hemet – Hemet, California. The City of Hemet installed a replacement municipal well at the site of a recently abandoned well within a residential area. The well site is very small and offered numerous logistical problems, including close proximity to residences and sensitive noise receptors. Mr. Kyle served as project manager to provide well design, construction management, and inspection services during the project.

Plant 211 Well 3 – Suburban Water Systems - Whittier, California. Mr. Kyle was the technical lead for an exploratory drilling program in Whittier, California at the site of two abandoned wells. Mr. Kyle provided an assessment of the proposed well site as to its feasibility for a potable water well site, including anticipated well capacity and groundwater quality, preliminary design, construction logistics, and identification of construction constraints and required permits. A multiple completion monitoring well was subsequently installed to assess the aquifer systems and depth-specific groundwater quality prior to installing a potable water supply well.

Groundwater Supply Development – Nuevo Water Company - Nuevo, California. The City of Nuevo anticipates considerable growth over the next few decades. To maintain current production demand and provide system redundancy, Nuevo Water Company must add at least one more production well to their system. To that end, a well siting study was performed to locate areas with potentially suitable groundwater quality and yield. This study, along with the location of existing conveyance infrastructure, was utilized to identify several locations that may serve as suitable locations for future wells. Mr. Kyle also provided design and construction inspection services during installation of a test production well in an area contaminated with high total dissolved solids and nitrate.

LHUD Well 3 – Lost Hills Utility District - Wasco, California. Mr. Kyle provided hydrogeological services to evaluate the feasibility of installing a new municipal supply well which will serve as a source of groundwater with low arsenic concentrations. Mr. Kyle provided a hydrogeological assessment of the proposed well site and provided plans for construction of a multiple completion monitoring well. Data from the monitoring well will be used to evaluate hydrogeological conditions, evaluate project feasibility, and prepare a preliminary production well design.

Chino Basin Desalter Phase 3 Project – Chino Basin Desalter Authority - Chino Basin, California. Mr. Kyle provided project management, construction management, and technical support for siting, design, and installation of new groundwater supply wells in the Chino Basin. The purpose of the wells is to expand production of non-potable water as a source of feedwater to the Chino I and II Desalters, and to establish hydraulic control of the Chino Basin. Three wells were successfully installed in the Chino Creek area, near the Chino I Desalter. Additionally, two (2) wells were sited and constructed in the vicinity of the Chino II Desalter. Water level and water quality impacts from expansion of the desalter system were evaluated through groundwater modeling.

Preliminary Design of the Tustin Legacy Well – Irvine Ranch Water District – Tustin, California. Mr. Kyle prepared preliminary design and source water assessment documents for a new well to be located at the Tustin Legacy project in Tustin. Of particular concern are the numerous cleanup sites associated with the closed Marine Corps Air Station and the South Basin cleanup area, and naturally occurring contaminants of concern such as TDS, nitrate, color, and odor.

Siting of a New Municipal Water Supply Well in Whittier Narrows Area – Puente Basin Water Agency – Whittier, California. Puente Basin Water Agency owns groundwater pumping rights within the Central Basin and is seeking to construct one or more wells in the Whittier area. The goal is to produce potable groundwater from the Central Basin and convey it to the Puente Subbasin through an existing California Domestic Water Company transmission pipeline. Several potential sites have been identified as candidates for the new well and Mr. Kyle is tasked with assessing each site, quantifying the assessment through a decision matrix, ranking sites according to suitability, and assessing construction feasibility of the highest ranked sites.

Municipal Well Relocation Project – Hillwood Investment Properties - San Bernardino, California. Mr. Kyle was the technical project lead for a project involving relocation of two existing production wells to make room for construction of a large warehouse. This time-critical project involved constructing two new wells prior to destruction of the existing wells, all of which occurred under clear and immovable deadlines on the part of the developer. Mr. Kyle worked with the developer, the equipping engineer, the City of Riverside, the City's hydrogeologist, and the drilling contractor to accomplish this goal and provided technical specifications, bidding support, construction management, design, and inspection services. Both wells have been successfully constructed, developed, and tested at production rates of up to 5,500 gpm.

Regional Recharge and Recovery Project (R-Cubed) – Mojave Water Agency - Hesperia, California. The Mojave Water Agency was formed to manage ground water resources, and coordinate water producers in the high desert area, also receiving and

distributing State Water Project (SWP) water to various recharge facilities. The ultimate goal of the project was to recharge up to 40,000 acre-ft of SWP water through a system of extraction wells, monitoring wells, pumping stations, reservoirs, and conveyance pipelines. A preliminary hydrogeological feasibility assessment was conducted to assess groundwater level response to aquifer recharge, and to determine the optimal locations for extraction wells. Mr. Kyle was the lead project manager for the hydrogeological portions of the project, providing groundwater modeling support, well field interference evaluations, steel corrosion studies, and installation of six high capacity wells. All Phase 1 wells have been successfully completed and have been pumped at rates exceeding 4,000 gpm with specific capacities in excess of 140 gpm/ft.

Well No. 6 – Sativa Los Angeles County Water District – Compton, California. Mr. Kyle has provided technical support to the District prior to well installation, including design recommendations, preliminary source water assessment documents, CEQA documentation, and DDW permitting support.

La Bonita and Portola Park Municipal Wells – City of La Habra - La Habra, California. Mr. Kyle was the technical lead and construction manager during siting, design, and installation two (2) high capacity municipal water supply wells to augment the City's local water supply. Both wells were successfully constructed and are on-line and operational.

Construction of Well No. 10 – City of Norwalk – Norwalk, California. Mr. Kyle was the project manager and technical lead during installation of a high capacity municipal supply well for the City of Norwalk. The well was successfully completed in a problematic location despite difficult design considerations.

Construction of Well No. 12 – City of Santa Fe Springs – Santa Fe Springs, California. Mr. Kyle was the project manager and technical lead during installation of a high capacity municipal supply well for the City of Santa Fe Springs. He provided project management during permitting, preparation of preliminary design and bid package, construction management, and field inspection services. The well was successfully constructed with a recommended pumping rate of 2,000 gpm.

Construction of Dace Well No. 2 – Golden State Water Company – Norwalk, California. Mr. Kyle was the project manager and technical lead during installation of a municipal supply well which would serve as a replacement to nearby Dace Well No. 1, impacted by volatile organic compounds and requiring well head treatment. He provided project management during permitting, siting, preliminary and final design, bidding, construction management, and field inspection services. The well was successfully constructed without any groundwater quality issues.

Baseline Feeder Well Replacement Project – San Bernardino Valley Municipal Water District - San Bernardino, California. Mr. Kyle served as project manager during installation of two high capacity production wells to provide water for the Baseline Feeder Pipeline which serves West Valley Water District, the City of Rialto, and Riverside Highland Water Company. The scope of work included preparation of preliminary design, including oversight of a subsurface geophysical fault investigation, preparation of technical specifications, bidding support, and design and installation of the wells. Both

wells were successfully completed on schedule and within budget. The recommended pumping rates of the wells were 3,500 and 3,000 gpm with associated specific capacities of 70 and 54 gpm/ft.

Design and Construction of Well No. 9 – City of Torrance – Torrance, California. Mr. Kyle was technical lead during installation of a new municipal supply well for the City. The project included preliminary and final design, bidding, construction management, and inspection services during construction. The well was successfully completed with a recommended pumping rate of 3,000 gpm, in excess of the anticipated capacity.

Installation of Five (5) New Wells – Rancho California Water District - Temecula, California – Mr. Kyle was the project lead responsible for preliminary design and permitting of five (5) replacement production wells upon logistically difficult sites.

Design and Construction of High Capacity Well No. 1 – City of Bellflower – Bellflower, California. Mr. Kyle was technical lead providing professional hydrogeologic services during installation of a new municipal supply well for the City, the purpose of which was to replace several active wells identified for retirement by the Department of Drinking Water. The project included well siting, preliminary and final design, bidding, construction management, and inspection services during construction. The well was successfully completed with a recommended pumping rate of 3,500 gpm, with an associated specific capacity of 110 gpm/ft.

Installation of Two (2) Municipal Supply Wells – Highland Fairview – Moreno Valley, California. Mr. Kyle was technical lead providing hydrogeologic during installation of two (2) municipal water supply wells to support a new development in Moreno Valley. The project include assessment of existing wells, well siting, design, bidding, construction management, and inspection services during construction. The wells were successfully completed with a combined pumping capacity of 2,000 gpm.

Installation of Well Nos. 25 and 26 – Beaumont Cherry Valley Water District - Beaumont, California. Mr. Kyle was technical lead and project manager during installation of two (2) municipal water supply wells in Beaumont. The project included design, bidding, construction management, and inspection services. The wells were successfully completed within a historically low-producing hydrogeologic area with a combined pumping capacity of 4,300 gpm.

WELL ASSESSMENT & REHABILIATION

Development of a Well Maintenance Program – Long Beach Water Department – Long Beach, California. The objective of LBWD's well maintenance program was to develop a framework that would serve as a foundation for developing a more effective program for long-term operation, monitoring, and maintenance of wells such that local groundwater resources can be optimized, and utilized to the fullest. The primary recommendation to LBWD included development of a rigorous groundwater monitoring program to ensure that a standard methodology is employed for the collection of data and such that a solid baseline can be developed from which to make informed decisions regarding well maintenance. Critical components of this program would include a field monitoring protocol and data management plan (i.e., field monitoring procedures, quality assurance and control processes, data management, and development of a coherent

relational database). This database would form the basis for annual well performance audits, including well performance review and condition assessment, ultimately leading to an annual workshop of stakeholders at which operational and maintenance decisions would be made.

Development of a Rehabilitation Prioritization Plan – Palmdale Water District – Palmdale, California. Mr. Kyle developed a rehabilitation and replacement prioritization plan for the Palmdale Water District well field, consisting of 22 actively pumping wells. This project involved a thorough evaluation and ranking of each well as to rehabilitation feasibility and estimated remaining well life. Additional components of the project included development of modular technical specifications for well rehabilitation, and rehabilitation of up to three (3) wells, including technical specifications and bid support.

Rehabilitation and Redevelopment of Well 46-1R – Gage Canal Company – San Bernardino, California. Mr. Kyle performed a condition assessment of a water supply well in response to excess sand production causing fouling of an adjacent treatment plant. A custom program of redevelopment was developed with the goal of mitigating sand production. Ultimately, redevelopment was deemed a success, significantly reducing sand production and increasing the specific capacity of the well to values greater than when the well was originally constructed in 2007.

Rehabilitation and Redevelopment of Well No. 23 – Desert Water Authority – Palm Springs, California. Mr. Kyle performed a condition assessment and efficiency testing of a water supply well in response to reduced production and specific capacity. The data review revealed the well to be severely clogged and fouled with mineral encrustation and bacterial growth, and containing excessive fill material. A custom work plan was developed with the goal of rehabilitating the well before reinstallation of the pump.

Rehabilitation and Redevelopment of Well 7A – Palmdale Water District – Palmdale, California. Mr. Kyle performed a well performance and condition assessment of Well 7A in response to severe structural failure of the well screen. Detailed technical specifications were developed with the goal of installing a partial well liner, allowing the well to continue to operate while planning for replacement.

Rehabilitation of Citizens Well 9 and Wilson Well 1A – Long Beach Water Department – Long Beach, California. Mr. Kyle is serving as project manager to provide construction management, inspection, and engineering services during rehabilitation of two municipal water supply wells. The project includes physical and chemical cleaning of each well, redevelopment and testing, and retrofitting of the well pump, motor, and electrical.

Rehabilitation of Citizens Well 7A and Commission Well 20 – Long Beach Water Department – Long Beach, California. Mr. Kyle served as project manager provide construction management, inspection, and engineering services during rehabilitation of two municipal water supply wells. The project included physical and chemical cleaning of each well, redevelopment and testing, and retrofitting of the well pump, motor, and electrical. Rehabilitation of Well 20 was successful despite significant structural issues with the aging and corroded well casing and screen, and resulted in greater performance than when the well was constructed.

Well Assessments – City of Riverside Public Utilities (RPU) – Riverside, California. Mr. Kyle performed well condition assessments and developed well rehabilitation recommendations for four (4) production wells for RPU (Van Buren 1 and 2, the Stiles well, and Gage Well 46-1R). The well condition assessments included review of historical data, including multiple downhole video surveys, static and pumping groundwater levels, instantaneous pumping rates, specific capacity, and sand production. The data were analyzed to effectively evaluate the current condition of the three wells and develop programs for rehabilitation and redevelopment.

Plant 409 Well 3 Rehabilitation and Redevelopment – Suburban Water Systems – La Mirada, California. Mr. Kyle provided groundwater expertise to evaluate historical well data and develop a plan for rigorous well rehabilitation and redevelopment of an important water source in La Mirada, California. Results of the evaluation revealed that the efficiency of the pumping plant had declined significantly, likely due to clogging of the gravel envelope and near-well zone due to bacterial growth, poor design, and continuous operation of the well under high-drawdown conditions. Recommendations were provided regarding an appropriate course of action. A full rehabilitation and redevelopment program was developed, including mechanical and chemical cleaning, redevelopment, and testing. Well rehabilitation resulted in an increase in instantaneous pumping rate and well efficiency.

Wells W and Z – Indio Water Authority – Indio, California. Mr. Kyle an evaluation of Wells W and Z with the goal of assessing the feasibility of reducing hexavalent chromium concentrations below the California MCL through well modification rather than application of expensive water quality treatment. The work involved time-series, variable-flow, and depth-specific water quality and flow profile testing. Results suggested that well modification may result in a positive outcome which led to follow-on verification testing through use of inflatable pneumatic packers. This testing also indicated that favorable results could be achieved but further work was placed on hold due to revocation of the MCL.

Wells 3B and U – Indio Water Authority – Indio, California. Wells U and 3B had been out of service and idle for several years due to elevated hexavalent chromium. IWA decided to put the wells back in service when the 10 ug/L MCL was rescinded and Mr. Kyle was tasked with evaluating the wells and preparing a recommended course of action and associated work plan to rehabilitate and redevelop the wells. A plan for evaluating depth-specific water quality was also developed as it is the desire of IWA to evaluate the wells as to feasibility of improving water quality by well modification should the hexavalent chromium MCL be reinstated. Both wells have been successfully rehabilitated.

Well No. 9 Efficiency Testing – City of Torrance – Torrance, California. Mr. Kyle conducted well and pumping plant efficiency testing on a well which was exhibiting a decline in production capacity. Results of the testing revealed the pumping plant to be operating efficiently but a low well efficiency, likely due to clogging of the well intake structure, gravel envelope, and near-well zone. Recommendations were provided regarding an appropriate course of action.

Well No. 9 Rehabilitation and Redevelopment – City of Torrance – Torrance, California. Mr. Kyle conducted well and pumping plant efficiency testing on a well which

was exhibiting a decline in production capacity. Results of the testing revealed an efficiently operating pump but very low well efficiency, likely due to clogging of the well intake structure, gravel envelope, and near-well zone. A full rehabilitation and redevelopment program was developed, including mechanical and chemical cleaning, redevelopment, testing, and pump refurbishment, and is currently underway at the direction of Mr. Kyle. Well rehabilitation resulted in a doubling of well efficiency from 31% to 69% and a 33% increase in specific capacity.

Santa Maria Mira Flores Well No. 2 – Golden State Water Company – Santa Maria, California. Mr. Kyle performed a detailed assessment of a water supply well that developed several holes within the blank well casing adjacent to a coarse-grained aquifer. The purpose of the evaluation was to assess possible water quality changes in the well due to the casing holes, and to develop a cost effective plan for a long-lasting repair. The evaluation includes a review of well construction details, performance characteristics, hydrogeological conditions, historical groundwater quality, downhole video surveys, and CITM surveys. Ultimately, the recommendation was to leave the well in its current condition as the risk of damage through the repair process was too great.

Los Osos Rosina Well No. 1 – Golden State Water Company – Los Osos, California. Mr. Kyle is conducting a detailed assessment of a water supply well that has suffered from a sharp decline in specific capacity. The assessment includes an evaluation of well condition, historical performance data, water quality, and well and pump efficiency testing. The purpose of the assessment is to develop a well rehabilitation and redevelopment scope of work suitable for obtaining contractor cost estimates.

Lancaster Wells 1-01 and 1-03 Condition Assessment – California Water Service Company – Lancaster, California. Mr. Kyle performing a condition assessment for two water supply wells with the goal of developing a tailored well rehabilitation and retrofit program. The evaluation includes a review of well construction details, performance characteristics, hydrogeological conditions, and well and pumping plant efficiency testing.

Downey Wells 2, 8, 11, 17, 18, and 29 Condition Assessment – City of Downey – Downey, California. Mr. Kyle performed condition assessments for three water supply wells and developed tailored well rehabilitation and retrofit programs. The evaluation included a review of well construction details, video surveys, performance characteristics, hydrogeological conditions, and well and pumping plant efficiency testing. Well rehabilitation consisted of mechanical and chemical cleaning followed by redevelopment and testing, for which field inspection was provided for three (3) of the wells. In particular, Well 11 responded well and demonstrated a significant increase in plant efficiency and an estimated annual electrical savings of $69,000 per year.

Rehabilitation and Redevelopment of Dominguez Well 294-01 – Carson, California. Mr. Kyle served as technical lead, providing project management and support during rehabilitation and redevelopment of a well that was to provide raw water to an onsite treatment plant. The well had sat idle for many years due to groundwater contamination and had lost significant production capacity. This time-critical project involved evaluation and development of a rehabilitation program, acquisition of contractor bids, coordination of schedule, and inspection during rehabilitation of the well.

Ultimately the well was returned to a production capacity in excess of the original capacity, on-time, and within budget.

Evaluation of the North Orange Well Field – Riverside Public Utilities - Riverside, California. Mr. Kyle provided an evaluation of the capacity of the City of Riverside's North Orange Well Field to support increased yield through well rehabilitation and installation of potable and non-potable wells. Conducted predictive modeling to estimate ground water level impacts to the City's existing wells and to optimize production operations.

Rehabilitation and Redevelopment of City of Lynwood Wells 11 and 19 – Lynwood, California. Provided consulting services and technical support to the City of Lynwood during evaluation, rehabilitation and redevelopment of two wells that were exhibiting a variety of issues, including structural failure, decreased yield, and entrained sand/gravel pack. Both wells were successfully redeveloped and are being placed back in to service.

Municipal Well Water Quality Evaluation – City of Santa Fe Springs, California. Mr. Kyle provided technical support to the City to evaluate a recently equipped municipal water supply well which was exhibiting changes in groundwater quality from when it was initially constructed. A program of field testing suggested passive vertical groundwater flow between aquifers and possible issues with sampling protocols.

Development of a Rehabilitation and Monitoring Program – Riverside Public Utilities - City of Riverside, California. Mr. Kyle provided project management and technical support for development of a rehabilitation program for the City of Riverside Public Utilities well field, consisting of 55 actively pumping wells. This project involved a thorough evaluation and ranking of each well as to rehabilitation feasibility and estimated remaining well life. An additional component of the project was an evaluation of the City's current monitoring network and protocols, and development of a ground water monitoring program.

Rehabilitation and Redevelopment of Municipal Supply Well 154 – Temecula, California. Mr. Kyle served as project lead, providing project management and technical support during evaluation, rehabilitation and redevelopment for a well that was drilled in the 1994 but was never equipped due to well yield being significantly lower than surrounding wells. A program of mechanical and chemical rehabilitation and redevelopment resulted in a doubling of the well yield and a dramatic increase in the specific capacity of the well despite significant declines in regional groundwater levels.

Rehabilitation and Redevelopment of Rialto Well 6 – West Valley Water District - Rialto, California. Provided project management, technical support, contractor coordination, and inspection services during evaluation, rehabilitation and redevelopment of a well contaminated with perchlorate. The purpose of the rehabilitation was to reduce problematic entrained sand to minimal levels such that the well could be provide a sediment-free source of feedwater to a fluidized bed reactor treatment plant. This project was challenging due to its time-critical nature and the need for water treatment prior to discharge.

Evaluation of Potential Impacts to Nearby Water Wells from Operation of Well Nos. 21 and 22 – Irvine Ranch Water District – Orange County, California. Irvine Ranch Water District (IRWD) Well Nos. 21 and 22, located in the City of Tustin, were constructed in 1992 but due to the prohibitive cost of treatment for elevated concentrations of total dissolved solids and nitrate, the wells were never equipped or utilized. As a result of increased growth in southern California since the time of drilling, and because of the need to increase its local water supply, IRWD decided to evaluate the production capability and water quality characteristics of the wells in order to assess the cost effectiveness of placing the wells into service. Rehabilitation and redevelopment of the wells took place from 2008 to 2009 and it was determined that the groundwater produced was unsuitable for potable use without treatment, resulting in construction of groundwater production, conveyance, and treatment facilities such that the impaired groundwater could be put to beneficial use. As a result of putting the wells into service, IRWD would be pumping above their allocated baseline pumping for the Orange County Basin and would potentially impact the production capacity and cost of production for nearby water purveyors. Mr. Kyle was tasked with identifying and quantifying these potential impacts from operation of the wells. This study included a validation and evaluation of existing OCWD groundwater flow model results, coordination with IRWD, OCWD, and impacted water purveyors, acquisition and review of data, interviewing of water operations staff, review and evaluation of current operating conditions for impacted wells, and analysis and determination of physical and financial impacts under numerous operational scenarios.

CONJUNCTIVE USE

Hydrogeologic Evaluation of Artificial Recharge Potential – Big Bear Area Regional Wastewater Authority - Big Bear Lake, California. The goal of this project was to evaluate the feasibility of recharging local aquifers within the San Bernardino Mountains with treated wastewater in an effort to conserve local resources. Mr. Kyle provided field oversight and coordination during drilling of exploratory boreholes and installation of monitoring wells, soil moisture instrumentation, weather instruments, etc. at two pilot-scale study areas. He also coordinated and conducted two pilot-scale recharge tests which included sulfur hexafluoride groundwater tracer studies to determine CDPH minimum residence time. Mr. Kyle conducted data analysis and was the primary author of a summary report.

Evaluation of Artificial Recharge Potential – Jurupa Community Services District - Chino Basin, California. Conducted an evaluation of artificial recharge potential in the central and eastern portion of Chino Basin. The purpose of the evaluation was to provide a means to offset increased pumping by identifying alternatives for improving recharge in existing facilities and possible sites for construction of new facilities.

Noble Creek Artificial Recharge Pilot Study and Monitoring – Beaumont Cherry Valley Water District - Beaumont, California. Field supervised the drilling, installation and instrumentation of several uncased boreholes and monitoring wells. The wells were used to track the progress of percolating recharge water through a 500 ft vadose zone during preliminary feasibility pilot testing and full-scale artificial recharge operations. Prepared a Ground Water Recharge Implementation and Monitoring Plan for the full

scale recharge facility and was responsible for quarterly monitoring and reporting during early active operation of the recharge basins.

Raymond Ground Water Basin Future Conjunctive Use and Ground Water Storage Plan – Raymond Basin Management Board - San Gabriel Valley, California. Evaluated the future ground water storage opportunities and management practices in the Raymond Basin. Prepared a technical memorandum presenting an analysis of current operational practices and strategies for future conjunctive use operations.

Mission and Bonsall Basins Artificial Recharge Program – San Diego County Water Authority, California. Performed field inspection for core drilling, ground water sampling, monitoring, well installation, pump testing, etc. to evaluate the geohydrology of the Mission and Bonsall Basins of the San Luis Rey River Watershed, San Diego County, to assess each basins ground water potential.

Aquifer Storage & Recovery Wells – Jurupa Community Services District - Jurupa Valley, California. Mr. Kyle provided project management during drilling and testing of 4 exploratory pilot boreholes to determine the feasibility of installing four (4) aquifer storage and recovery (ASR) wells in the eastern portion of the Chino Basin. The purpose of the ASR wells is to provide the opportunity to inject imported water to alleviate a significant local pumping depression. Two (2) ASR wells were subsequently installed with production capacities of up to 3,500 and 4,000 gpm and injection rates of approximately 2,000 gpm.

WATER RESOURCE MANAGEMENT

Well Field Condition Assessment – California Water Service Company - Los Angeles, California. Mr. Kyle was the project lead through an evaluation of an existing municipal well field. The purpose of the project was to evaluate the condition of existing facilities with the goal of determining maximum operational capacity with no negative impacts to ground water levels and quality. A plan was then developed to expand production facilities to maximize local resources and utilize all available groundwater rights.

Los Angeles Gateway Region Integrated Regional Water Management Plan – Los Angeles, California. Mr. Kyle provided ground water related analysis and support during stakeholder outreach, ground water quality characterization, development of management strategies, identification of projects, and preparation of IRWMP documents for a project spanning portions of the Central and West Coast Basins.

Baseline Ground Water Assessment / Hydrogeologic Evaluation of the Raymond Ground Water Basin – San Gabriel Valley, California. Mr. Kyle evaluated the geohydrology of the Raymond Basin, including aquifer properties, ground water storage, historical ground water levels, pumping, and ground water quality. Analyzed current ground water management practices. Performed a detailed analysis and prepared various technical memorandum's, and a comprehensive final report presenting the results, and detailed recommendations for improving ground water management practices for the future.

Raymond Ground Water Basin Ground Water Monitoring Plan – Raymond Basin Management Board - San Gabriel Valley, California. Assisted in the evaluation of current ground water monitoring and management practices in the Raymond Basin and prepared a technical memorandum presenting results and recommendations.

BASIN STUDIES

City of Victorville Southern California Logistics Airport Water System –Victorville, CA - Performed a detailed hydrogeologic evaluation of the Victorville area resulting in the recommendation of six areas for further exploration as potential ground water production well sites. The sites were evaluated with regard to potential for aquifer yield, natural ground water quality, potential for future ground water contamination, interference with other nearby wells, and logistical feasibility of location with respect to land ownership.

Baseline Ground Water Assessment / Hydrogeologic Evaluation of the Raymond Ground Water Basin – Raymond Basin Management Board - San Gabriel Valley, California. Evaluated the hydrogeology of the Raymond Basin, including aquifer properties, ground water storage, historical ground water levels, pumping, and ground water quality. Analyzed current ground water management practices. Performed a detailed analysis and prepared various technical memorandum's, and a comprehensive final report presenting the results, and detailed recommendations for improving ground water management practices for the future.

Hydrogeologic Evaluation of the College Park Development Area – SunCal Companies - Chino, California. Performed detailed hydrogeologic evaluation of five potential sites for high capacity ground water production wells. The sites were evaluated with regard to ground water quality and quantity, sources of potential contamination, interference with other nearby wells, and potential impact to nearby areas of land subsidence.

Re-evaluation of Maximum Perennial Yield – City of Big Bear Lake Department of Water and Power - Big Bear Lake, California. Developed a detailed hydrogeologic analysis of the Big Bear Lake watershed for the purpose of refining previous estimates of maximum perennial yield in the area and locating potential areas for additional ground water development. Included an evaluation of maximum perennial yield using the zero-net draft method and flownet analysis. As a result of the maximum perennial yield analysis, a comprehensive plan was developed for further drilling exploration and ground water development.

Large-Scale Pumping Test – San Diego County Water Authority - Oceanside, California. Conducted a large-scale pumping test to evaluate regionally characterize aquifers in the City of Oceanside and across the San Luis Rey River. Provided project management and technical support, and conducted analysis of data from multiple wells.

Box Springs Mutual Water Company – Moreno Valley, CA - Performed a water supply study in a hydrogeologically complex area of Moreno Valley with the goal of assessing the availability of groundwater to support a new water supply well.

DESALINATION

Oceanside Seawater Desalination Feasibility Study – Oceanside, California. Mr. Kyle was Project Manager for the latest phase of subsurface exploration to determine the feasibility of seawater desalination as an alternative source of potable water supply to a coastal community. The initial phases of the work included siting and installation of a nested monitoring well and test well to determine alluvial thickness, potential aquifer yield, and ground water quality. Subsequent phases included a one-year pumping test combined with pilot-scale RO test. The drilling portion of the final phase has been completed and consisted of seismic geophysical surveys, exploratory drilling utilizing the sonic drilling method, and nested monitoring well installation. The results of this phase provided the necessary data for siting of a vertical test well, and the groundwater quality data necessary to acquire a permit to discharge to the harbor. During the project, Mr. Kyle provided coordination with State, County, and local regulatory agencies, City departments, and subcontractors.

Seawater Desalination Supply Wells – Hacienda Resort - Baja California, Mexico. Provided project management, technical support, design services, and field inspection during a feasibility evaluation of the use of seawater as a source of feedwater to a reverse osmosis plant supporting a major resort. Favorable results from the feasibility evaluation ultimately led to successful siting and installation of one vertical seawater extraction well and two brine disposal wells.

Seawater Desalination Supply Wells – Vista Serena Resort - Baja California, Mexico. Provided project management, technical support, and field inspection for evaluation of the feasibility of using seawater as a source of feedwater to a reverse osmosis plant for a major beach resort east of Cabo San Lucas, Mexico. The feasibility evaluation included drilling of exploratory boreholes, installation and testing of a vertical test well, and installation of a monitoring well. Favorable results from the feasibility evaluation ultimately led to successful siting and installation of three vertical seawater extraction wells.

South Orange Coastal Ocean Desalination Project – Municipal Water District of Orange County - Dana Point, California. Provided technical support for a phased study into the feasibility of obtaining desalination feedwater supply from subsurface intakes at Doheny State Beach. Phase II work involved the design of a slant test well, an aquifer pumping test, ground water modeling, and water quality sampling and analyses. Provided coordination with laboratories, contractors, and state and county regulatory entities for major ground water and ocean water sampling events related to baseline water quality studies and NPDES permitting for ocean discharge events.

Chino Basin Desalter System Projects - Santa Ana Watershed Project Authority – Chino, California. Assisted in the development of a feasibility assessment for expansion of the Chino II Desalter. Acquired, managed, processed, and interpreted large amounts of hydrogeologic data. The purpose of the analysis was to predict potential pumping interference from a well field consisting of 25 wells. A separate analysis was also conducted to assess potential water quality changes in project and existing wells as a result of the project.

KYLE Groundwater

RUSSELL KYLE, PG, CHG

GEOPHYSICAL

Evaluation of Soil Thermal Conductivity – West Central Africa. Mr. Kyle provided support for a project in West Central Africa to determine soil thermal conductivities along a proposed oil pipeline from Chad to Cameroon. Involved in initial planning, site selection, and development of the project scope. Designed, constructed, and tested original geophysical field equipment and ultimately traveled to Africa to perform all necessary field work. Authored report summarizing findings and recommendations.

Geothermal Surveys – California and Minnesota. Conducted numerous aerial and subsurface geothermal surveys for the purpose of siting ground water production wells, determining leak locations within dams, and locating leachate leaks from landfill boundaries. Designed survey parameters and extents, performed field work, conducted analysis, and prepared reports documenting findings and recommendations.

Gravimetric Survey – Yucca Valley, CA. Performed a gravimetric survey for a major California water district. Responsible for project planning and acquisition, analysis, and interpretation of field data.

Ground Liquefaction Hazard Assessment – Client Confidential - Southern California. Provided technical review and direction of a complex statistical GIS-based model to assess the potential for earthquake induced ground motion due to liquefaction.

PUBLICATIONS AND PRESENTATIONS

- Development of a Regional Well Rehabilitation Prioritization Program. American Water Works Association CA-NV Section, Annual Fall Conference 2021. Virtual Conference. October 12, 2021.
- Implementation of Well Rehabilitation Prioritization Program and Case Study for Rehabilitation of PWD Well 7A. American Water Works Association CA-NV Section, Water Well Operation & Maintenance Webinar Webinar. June 3, 2021.
- Well Site Selection, Design, Construction Workshop. Presented to: California Water Service Company. Torrance, CA. February 24, 2020
- Well Rehabilitation Workshop. Presented to: City of Riverside Public Utilities. Riverside, CA. January 29, 2020.
- Well Site Selection, Design, Construction, and Rehabilitation Workshop. Presented to: City of Banning. Banning, CA. January 28, 2020.
- Well Site Selection, Design, Construction, and Rehabilitation Workshop. Presented to: Long Beach Water Department. Long Beach, CA. November 12, 2019.
- Lessons Learned in Water Well Rehabilitation and Redevelopment. American Water Works Association CA-NV Section, Annual Fall Conference 2019. San Diego, CA. October 22, 2019.
- Lessons Learned in Water Well Rehabilitation and Redevelopment. American Water Works Association CA-NV Section, Water Education Seminar. Orange, CA. August 21, 2019.
- Final Well Design Utilizing Borehole Data. American Water Works Association CA-NV Section, Water Well Construction Workshop. Campbell, CA. November 8, 2018.

- Final Well Design Utilizing Borehole Data. American Water Works Association CA-NV Section, Water Education Seminar. Orange, CA. August 22, 2018.
- Final Well Design Utilizing Borehole Data. American Water Works Association CA-NV Section, Water Well Construction Workshop. Lakewood, CA. April 12, 2018.
- Groundwater Workshop - Well Site Selection, Design, Construction, and Testing. American Water Works Association CA-NV Section. Rancho Cucamonga, CA. August 29, 2017.
- Mechanisms for Clogging of the Well Intake Structure. American Water Works Association CA-NV Section. Water Well Rehabilitation Workshop. Lakewood, CA. May 18, 2017.
- Operator's Role in Collection of Useful Well Data. American Water Works Association CA-NV Section, Annual Spring Conference 2017. Anaheim, CA. April 13, 2017.
- Vertical Flow in Wells. American Water Works Association CA-NV Section, Annual Fall Conference 2016. San Diego, CA. October 26, 2016.
- Final Well Design Utilizing Borehole Data. American Water Works Association CA-NV Section, Water Well Construction Workshop. Campbell, CA. November 18, 2015.
- Analysis and Evaluation of Aquifer Pumping Test Data – What Can We Learn and What is Relevant. American Water Works Association CA-NV Section. Las Vegas, NV. October 27, 2015.
- Water in the West – An Update on Water Supply Challenges Facing California. Rotary Club International. May 2015.
- Desalination Update for the West: What's New? What has Changed? Where is it Going? American Water Works Association CA-NV Section. San Diego and San Jose, CA. May 19 and May 21, 2015.
- Operator's Symposium. Development of a Regional Well Rehabilitation and Replacement Program. American Water Works Association CA-NV Section. Ontario, CA. March 17, 2015.
- Groundwater Workshop - Well Site Selection, Design, Construction, and Testing. American Water Works Association CA-NV Section. Rancho Cucamonga, CA. February 25, 2015.
- Development of a Regional Well Rehabilitation and Replacement Program. American Water Works Association CA-NV Section. Reno, NV. October 21, 2014.
- American Water Works Association CA-NV Section, Water Well Design Workshop. Rancho Cucamonga, CA. October 1, 2014.
- Well Plumbness and Alignment Measurement and Standards. 30th Annual Tri-State Seminar. Las Vegas, NV. September 25, 2014.
- Well Drilling and Borehole Sampling. American Water Works Association CA-NV Section, Water Well Design and Construction Workshop. Lakewood, CA. February 26, 2013.

- Principles of Materials Selection for Well Casing and Screen. American Water Works Association CA-NV Section, Annual Fall Conference 2012. San Diego, CA. October 11, 2012.
- Subsurface Intake Systems – Case Studies for Seawater Desalination in Northern San Diego County. American Water Works Association CA-NV Section, Annual Fall Conference 2012. San Diego, CA. October 10, 2012.
- Elimination of Feedwater Pretreatment to Desalination Plants Using Subsurface Well Intake Systems - Applicability and Sustainability. Caribbean Desalination Association 2012 Conference & Exposition – "80 Years of Desalination Makes for One Happy Island." Aruba. June 20, 2012.
- Utilization of Subsurface Slant and Vertical Well Intake Systems for Desalination Feedw ater Supply. American Water Works Association CA-NV Section, Annual Fall Conference 2011. Reno, NV. October 20, 2011.
- Utilization of Subsurface Slant and Vertical Well Intake Systems for Desalination Feed Water Supplies. American Membrane Technology Association & South East Desalting Association 2011 Joint Conference & Exposition – "Membranes are the Solution". Miami Beach, FL. July 19, 2011.
- Use of Slant Wells for Desalination Feed Water Supply - Case Study - Dana Point, CA. Workshop Presentation to the American Membrane Technology Association 2009 Annual Conference & Exposition. Austin, TX. July 13, 2009.
- Feasibility of Artificial Recharge in the Vicinity of Baldwin Lake, Big Bear Valley, California. California State University, Los Angeles. Master's Thesis. March 2006.

KIMBERLY MAKAR, PG



PROJECT ROLE
Hydrogeology/
Field Inspection

REGISTRATIONS/ CERTIFICATIONS
Professional Geologist, California No. 10044

EDUCATION
Bachelor of Science, Geosciences, University of Arizona, 2011

Ms. Makar is a geologist with ten years of experience in the water resource and mining industries. She began her career as a manager of the dewatering program at an open-pit copper mine in Nevada, for which she was responsible for developing and executing multi-million-dollar groundwater dewatering programs. Since 2014 she has been providing professional consulting services to the water resources industry in Southern California with an emphasis on new well installation, well rehabilitation, and permitting.

SELECTED EXPERIENCE

Well No. 15 – Montebello Land and Water Company – Montebello, California. Ms. Makar provided field inspection for a new water supply well located in Montebello, within the Central Basin. She provided field inspection during pilot borehole drilling, well construction, well development, step-drawdown and constant rate aquifer tests, gyroscopic alignment survey, downhole video survey, and final well disinfection.

DOM 300-01 – California Water Service Company – Compton, California. Ms. Makar assisted on the production of the preliminary design report, construction logistics, preliminary design, and required permits. She also assisted on the preparation of the preliminary Drinking Water Source Assessment Program (DWSAP) documents. Ms. Makar provided field inspection during all construction phases of the project.

Well No. 8 – South Montebello Irrigation District – Montebello, California. Ms. Makar provided field inspection for a new water supply well located in South Montebello, within the Central Basin. She provided field inspection during well development, step-drawdown and constant rate aquifer tests, gyroscopic alignment survey, downhole video survey, and final well disinfection.

Rehabilitation of Citizens Well 9 and Wilson Well 1A – Long Beach Water Department – Long Beach, California. Ms. Makar is serving as lead inspector during rehabilitation of two municipal water supply wells. The project includes physical and chemical cleaning of each well, redevelopment and testing, and retrofitting of the well pump, motor, and electrical.

Permitting of Three Potential Well Sites – Long Beach Water Department – Long Beach, California. Ms. Makar served as the lead in completing permitting documents required for three potential new well sites for the Long Beach Water Department (LBWD). For all three sites, Ms. Makar completed preliminary Drinking Water Source Assessment Program (DWSAP) documents, horizontal distance setback tables, plot plans showing 50-foot increment radii up to 200 feet, and Domestic Water Supply Permit Amendment applications. Of the three sites, LBWD has chosen to move forward with the construction phase of two of the sites.

West Coast Basin Well 1 – Long Beach Water Department – Long Beach, California. Ms. Makar provided field inspection during the installation of a new potable water supply well located in the West Coast Basin.

Collection Main and New Well Site Study – Long Beach Water Department – Long Beach, California. The Long Beach Water Department (LBWD) currently owns and operates 28 groundwater supply wells located throughout the city, in addition to a new well currently being equipped, and a second well recently constructed. LBWD's goal is to optimize local water supply sources and maintain a production well field with suitable capacity through the year 2032. Ms. Makar provided technical support to identify and evaluate areas favorable for installation of new production wells within the Central and West Coast Basins, and within relative proximity to the existing collection main pipeline. Identified sites were ranked based upon a scientific approach and weighted decision matrix and an evaluation of how each potential well site will impact the collection main system.

KYLE Groundwater

MICHAEL DYKSTRA



PROJECT ROLE
Field Inspection/
Project Support

REGISTRATIONS/ CERTIFICATIONS
Geologist in Training, California No. 177100

EDUCATION
Bachelor of Science, Geology, California State Polytechnic University - Pomona, 2017

Master of Science, Geology, California State Polytechnic University - Pomona, Est. Spring 2021

Mr. Dykstra has 10 years' experience in the Southern California housing construction industry, where he worked closely with project managers to ensure projects were completed properly and in a timely manner. He received a Bachelor of Science degree in Geology from California State Polytechnic University – Pomona in 2017 and is currently seeking a Master of Science degree in the same subject. Since January 2020, Mr. Dykstra has been providing professional consulting services and support to the water resources industry in California, which includes field inspection for new water supply wells and well rehabilitations, and hydrogeologic support for groundwater quality studies, permitting, well siting, and design.

SELECTED EXPERIENCE

DOM 300-01 – California Water Service Company – Compton, California. Mr. Dykstra performed field inspection during all phases of construction for a new water supply well in Compton, CA, which included lithologic logging during pilot hole drilling, geophysical surveys, zone testing, pilot borehole reaming, well construction, well development, aquifer pumping tests, downhole video survey, and final well disinfection.

Well No. 8 – South Montebello Irrigation District – Montebello, California. Mr. Dykstra provided field inspection for a new water supply well located in South Montebello, within the Central Basin. He provided field inspection during well development, step-drawdown and constant rate aquifer tests, gyroscopic alignment survey, downhole video survey, and final well disinfection.

Development of a Rehabilitation Prioritization Plan – Palmdale Water District – Palmdale, California. Mr. Dykstra assisted in the development of a rehabilitation and replacement prioritization plan for the Palmdale Water District well field, consisting of 22 actively pumping wells. This project involved a thorough evaluation and ranking of each well as to rehabilitation feasibility and estimated remaining well life. Additional components of the project included development of modular technical specifications for well rehabilitation, and rehabilitation of up to three (3) wells, including technical specifications and bid support.

Rehabilitation and Redevelopment of Well 46-1R – Gage Canal Company – San Bernardino, California. KGI performed a condition assessment of a water supply well in response to excess sand production causing fouling of an adjacent treatment plant. A custom program of redevelopment was developed with the goal of mitigating sand production. Mr. Dykstra performed field inspection during all phases of the rehabilitation and redevelopment of this well. Ultimately, redevelopment was deemed a success, significantly reducing sand production and increasing the specific capacity of the well to values greater than when the well was originally constructed in 2007.

Rehabilitation and Redevelopment of Well 7A – Palmdale Water District – Palmdale, California. KGI performed a well performance and condition assessment of Well 7A in response to severe structural failure of the well screen. Detailed technical specifications were developed with the goal of installing a partial well liner, allowing the well to continue to operate while planning for replacement. Mr. Dykstra is currently providing field inspection for the rehabilitation of Well 7A.

Saik-Choon Poh, PE | Project Manager



EDUCATION

M.Eng. Environmental and Water Quality Engineering, Massachusetts Institute of Technology

BS, Civil Engineering, Loyola Marymount University

REGISTRATION

PE Civil, CA, No. C69223

YEARS EXPERIENCE

15 years

CERTIFICATION

National Association of Sewer Service Companies (NASSCO) - PACP, MACP, LACP

BENEFIT TO CLIENT

- ✓ Extensive knowledge and familiarity with sewer pipeline construction and rehabilitation
- ✓ Experience interfacing between multiple agencies
- ✓ Engineering expertise in sewer rehabilitation

Saik-Choon Poh specializes in environmental and civil engineering. He is experienced in water, stormwater, and wastewater conveyance and treatment facilities. As a key member of project teams, he has been responsible for directing work and coordinating closely with clients, subcontractors, contractors, and staff in multiple offices.

Long Beach Water Department (LBWD) - S-1 Sewer Lift Station Rehabilitation Upgrade Project Manager for field assessment, engineering design, and construction management for this lift station rehabilitation project (2-3 MGD) consisting the field assessment of the existing odor control units, corrosion of electrical gear caused by H2S, VFDs & pump clogging and condition of Wet well (concrete degradation and lining) and Dry well. The engineering design included replacing/upgrading the odor control unit, wet well rehab, installation of new lining to the wet well and electrical gear.

Long Beach Water Department (LBWD) - S-12 Sewer Lift Station Rehabilitation Upgrade Project Manager for field assessment, engineering design, and construction management for this lift station rehabilitation project (3-5 MGD) consisting the replacement of the existing odor control units, Corrosion of Electrical Gear caused by H2S, VFDs & pump clogging, rehabilitation of Wet well (concrete repair and lining) and repair existing dry wet, and new FOG system.

Long Beach Water Department - S-18 Sewer Lift Station Rehabilitation Upgrade DRP provided project management, field assessment and engineering/CAD design support services for S-18 Sewer Lift Station rehabilitation project (1-3 MGD).

Long Beach Water Department - North Long Beach Sewer Improvement Project Phase 1 and Phase 2 Project Manager/ Resident Engineer for the design and construction management services for the rehabilitation of approximately 19,600 linear of existing sewer lines.

Long Beach Water Department (LBWD) - Orange Avenue/Del Amo Blvd/ Walnut Ave Street Sewer Upgrade Resident Engineer for the project which consisted of approximately 1,019 LF of 12-inch sewer to be upsized to a 15-inch sewer along Walnut Avenue between Market Street and Jackson Street (located in a built-out, high-density residential/commercial area) the installation of a 10-inch double barrel HDPE siphon with steel casings, and the rehabilitation of nine (9) brick manholes.

Long Beach Water Department (LBWD) - Orange Avenue/7th Street Sewer Upgrade Deputy Project Manager/Resident Engineer for the design and performed construction management services for the construction of approximately 1,300 linear feet of 12- inch Extra Strength VCP within 7th Street and 1,775 linear feet of 30-inch Extra Strength VCP within Orange Avenue.

Long Beach Water Department (LBWD) - Prototype Seawater Desalination Testing Facility Construction Project Resident Engineer for the construction of a prototype facility to test an innovative two-pass, two-stage nanofiltration process for seawater desalination. In addition, this project included the installation of approximately 2,000 feet of influent and effluent piping. Responsibilities included submittal review; coordination with the contractor, designer, and local agencies; review of change order requests; providing responses to requests for information (RFIs); inspecting the construction site; and coordination with the client.

Golden State Water Company - Pipeline Replacement Projects, Southern California Mr. Poh acted as the Project Engineer for various pipeline replacement projects within the Capital Improvement Program (CIP), including approximately 20,000 linear feet of water main located throughout the Client's water system. Responsibilities included supervision of a team of engineers and designers to prepare design drawings; conducting utility research and field verifying locations; and performing hydraulic analysis of water systems.

Curt Roth, PE | Project Manager



EDUCATION

MS, Environmental Engineering, University of California Berkeley

BS, Civil Engineering, Loyola Marymount University

REGISTRATION

PE Civil, CA, No. C61087

YEARS EXPERIENCE

20 years

BENEFIT TO CLIENT

- ✓ Engineering expertise in conveyance pipelines
- ✓ Specialized expertise in designing, constructing and operating Pilot treatment facilities
- ✓ Experience interfacing between multiple agencies
- ✓ Extensive knowledge and familiarity with stormwater treatment

AVAILABILITY

Curt will be available upon award of contract

Curt specializes in environmental and civil engineering. He is experienced in water, storm water, recycled water and wastewater conveyance as well as all aspects of water and storm water treatment. Mr. Roth adds tremendous experience designing, constructing and operating new and innovative systems for the treatment of water.

Long Beach Water Department (LBWD) - On-Call Engineering Design Services for Water Main Replacement Program Curt is the Project Manager providing as needed engineering design services for the replacement of water mains as part of the LBWD Capital Improvement Program. Curt provides general project management, technical review of designs, and coordination with the LBWD staff.

Golden State Water Company - Capital Improvement Program Region 2 and 3 Curt acted as the Project Manager for various pipeline replacement projects within the Capital Improvement Program (CIP), including approximately 20,000 linear feet of 12-inch, 8-inch, and 6-inch water main located throughout the Client's water system in Southern California. Involvement included the design of fifty water main replacement projects, four backwash drain lines, four wellhead designs, and two well treatment systems within a period of 12 months. Also provided a technical support role on several other facility upgrade designs and planning studies.

Long Beach Water Department - S-18 Sewer Lift Station Rehabilitation Upgrade DRP provided project management, field assessment and engineering/CAD design support services for S-18 Sewer Lift Station rehabilitation project (1-3 MGD).

City of Los Angeles, Bureau of Sanitation - Integrated Resources Plan for the City of Los Angeles Curt was the wastewater treatment task lead for the facility plan portion of the Integrated Resources Plan.

Los Angeles Department of Water and Power - Onsite Recycled Water Retrofit Program Curt was the Project Engineer for multiple recycled water retrofit design projects within the overall LADWP program. Curt's responsibilities included site evaluation, assisting with system shut downs, producing drawings for submission to Department of Public Health, and technical assistance and coordination for client meetings.

Metropolitan Water Districts of Southern California (MWD) - Distribution System Infrastructure Protection Program for Western San Bernardino County Region Curt was the lead Project Engineer (subcontractor to prime consultant) for the completion of the Preliminary Design Report for DSIPP for Western San Bernardino County. Curt provided technical review of site conditions; provided recommendations of solutions; assisted with the development of project costs; assisted with the hydraulic analysis of site runoff and stream flows and assisted with drawing and report development.

Los Angeles Department of Public Works, Watershed Management Division - Sun Valley Park Project Lead design engineer for Sun Valley Park Project which consisted of the design of an underground stormwater infiltration basin, small storm drain collection system, collection inlets, monitoring system, and several structural BMPs (swirl concentrators and media filters) for the removal of solids, trash, oil, and certain other constituents of concern, including heavy metals.

Los Angeles County Department of Public Works, Watershed Management Division - Dominguez Gap and DeForest Park Wetlands Project Lead design engineer and project manager for Dominguez Gap and DeForest Park Wetlands for the LACDPW Watershed Management Division and the City of Long Beach, Parks Department.

EXHIBIT B

Mission Springs Water District

MISSION SPRINGS WATER DISTRICT
Revised Cost Proposal to Provide Professional Consulting Services to Develop a Well Rehabilitation Prioritization Program

		Principal Hydrogeologist	Project Hydrogeologist	Staff Hydrogeologist	GIS Technician	Field Inspector	Clerical	Technical Advisor	Principal Engineer	Labor	Direct Costs	Total Cost
	Hourly Rate:	$195	$145	$135	$120	$105	$80	$195	$165			
1.0	**PROJECT MANAGEMENT AND QUALITY CONTROL**											
1.1	Prepare for and attend project kick-off meeting and up to six (6) progress meetings.	28	16					8	8	$ 10,660	$ 742	$ 11,402
1.2	Provide for project management, including monthly progress reports and QA/QC.	24	12	12				8	4	$ 10,260	$ -	$ 10,260
2.0	**DATA ACQUISITION AND ANALYSIS**											
2.1	Acquire and review available well and pump data, interview operations personnel, prepare well histories for 13 wells.	16	24	24	12			4	8	$ 13,380	$ 124	$ 13,504
3.0	**WELL REHABILITATION PRIORITIZATION PLAN**											
3.1	Prepare well rehabilitation prioritization plan (assumes 50%, 70%, 90% Draft and 100% Final).	24	40	48	20		8	8	8	$ 22,880	$ 400	$ 23,280
3.2	Prepare for and conduct three (3) workshops at MSWD for each draft report.	18		9						$ 4,725	$ 371	$ 5,096
4.0	**TECHNICAL SUPPORT SERVICES**											
4.1	Provide technical assistance to MSWD for Wells 22, 34, and 35, and with regard to water lube and water flush pump applications.	12	12	12	8			8	8	$ 9,540	$ 124	$ 9,664
	TOTAL HOURS AND COST:	***122***	***104***	***105***	***40***		***8***	***36***	***36***	***$ 71,445***	***$ 1,761***	***$ 73,206***

KYLE Groundwater, Inc.

DRP Engineering, Inc.

EXHIBIT C

Term, Early Termination & Notice

Develop a Well Rehabilitation Prioritization Program

A. Term of Agreement

This professional services agreement shall be effective upon approval by the parties thereof and shall expire upon (1) one year from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between the Mission Springs Water District and Kyle Groundwater, Inc. for Develop a Well Rehabilitation Prioritization Program in force prior to the effective date of this agreement.

B. Early Termination of Agreement

This agreement may be terminated at any time upon a thirty (30) day written notice from either party, and without fault or claim for damages by either party.

C. Notice

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

OWNER

Attn: Chad Finch
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

CONSULTANT

Attn: Russell Kyle
Kyle Groundwater, Inc.
309 E. Jefferson Avenue
Pomona, CA 91767

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

TO: Kyle Groundwater, Inc.
309 E. Jefferson Avenue
Pomona, CA 91767

DATE: July 27, 2023

PROJECT DIR#: N/A

FIRST AMENDMENT TO CONTRACT AGREEMENT

1. This amendment (the "Amendment") is hereby made by Mission Springs Water District and **Kyle Groundwater, Inc.** parties to an agreement for **Develop a Well Rehabilitation Prioritization Program** (the "Agreement"), dated **July 27, 2022**.

2. In exchange for the promises herein and other good and valuable consideration, the sufficiency of which both parties acknowledged, it is mutually agreed by and between the undersigned contracting parties that the Agreement is amended as follows:

   The Contract Amendment will increase the term of the Contract Agreement from one (1) year to two (2) years. The Contract will expire July 27, 2024.

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

Instructions: Sign and return via email. Upon acceptance by Mission Springs Water District, an executed copy will be returned to you for your records. Insert the names of your authorized representative(s) below.

Accepted:

Mission Springs Water District

By: _____
Brian Macy

Title Assistant General Manager

Other authorized representative(s):

Danny Friend
Director of Operations

Chad Finch
Water Production Supervisor

Consultant:

Kyle Groundwater, Inc.
(Business Name)

By: _____
Russell Kyle

Title President

Other authorized representative(s):

AGENDA STAFF REPORT

MEETING NAME: **REGULAR BOARD MEETINGS**

MEETING DATE(S): **JULY 11 & 15, 2024**

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

FOR: ACTION _X___ DIRECTION ____ INFORMATION ____

CONTRACT AMENDMENT NO. 1 WITH LEGEND PUMP AND WELL SERVICE INC. AND CAPITAL PROJECT BUDGET AUGMENTATION FOR WELL 34 REHABILITATION

STAFF RECOMMENDATION

Authorize the General Manager to execute Contract Amendment No. 1 with Legend Pump and Well Service Inc. for well 34 in the amount of $30,000.00 from $622,228.20 to $652,228.20, augment the capital improvement budget for Job No. 11742 in the amount of $50,000.00 from $694,000.00 to $744,000.00, and do all things necessary to complete the project.

SUMMARY

Construction of the Well 34 Rehabilitation Project began in November 2023 and included rehabilitation of the well pump. Following the Well 34 test pumping, it was determined that Booster Pumps No. 1 and No. 2 were non-operational and subsequently were pulled and inspected to identify repairs needed. It was determined that Booster Pumps No. 1 and No. 2 required new downhole equipment including new pump bowl assemblies, line shafts, column pipe and a motor rebuild was also recommended. The contractor provided a change order request to complete the rehabilitation work for Booster No. 1 and No. 2. Given said work is out of scope, and the amount exceeds the available contingency, a contract amendment is required to complete the booster rehabilitation work prior to completing the remaining contract work.

ANALYSIS

Given the booster pumps have not been in operation for some time, the inspection report showed heavy corrosion along pump components and column pipe sections; replacement of downhole components is recommended along with a motor rebuld. The boosters are a key component for the well to contribute to MSWD's water distribution system.

FISCAL IMPACT & STRATEGIC PLAN IMPLEMENTATION

The current capital improvement budget is $694,000.00 to cover the construction of Well 34 rehabilitation. The proposed increase in project costs will require an increase in budget to $744,000. The contract amendment will cover the costs for Booster No. 1 and No. 2 rehabilitation. This action is consistent with Strategic Plan Goal 4.3, Maintain and renew assets while facilitating strategic Capital Improvements.

FINANCIAL DATA		
Cost Associated with this action:	$50,000.00	
Current FY cost:	$157,426.00	
Future FY cost:	$0.00	
Is it covered in current year budget:	YES ☒	NO ☐
Budget adjustment needed:	YES ☒	NO ☐
If yes, year needed:	FY24/25	
All previous contracts including dates, amounts and board approvals are attached or have been made available.		

FUNDING SOURCES	
Source of funds:	DevelopmentDeposit
BID/Job#	11742
Current BID/Job balance	$107,426.00
Balance remaining if approved:	$157,426.00

ATTACHMENTS

Legend Pump and Well Service Inc. Original Contract
Contract Amendment No. 1

CONTRACT AMENDMENT

Contract Amendment No. 1

Date: July 15, 2024

Agreement Date: October 20, 2023

Sheet: 1 of 2

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

Project Description: **Construction of the Well 34 Rehabilitation Project**

Contractor: **Legend Pump & Well Service, Inc.**

The following changes are hereby made to the Contract:

This is an additive change for the directed change in the Contractor's scope to include Booster #2 Repairs to the Well 34 Rehabilitation Project. In addition, detailed cost proposals are attached.

JUSTIFICATION

The Contractor has presented Potential Change Orders (PCO) to the District that include additions to the original contract price. These changes were discussed between the parties, and they agree with the District to complete the additional work. An addition of $34,436.05 is accepted.

PCO-08 – Booster Pump #2 New Pump Bowl Assembly, Column Pipe, Machine Head and Column Shafts, Install and Start-Up
Following Booster Pump #2 inspection it was recommended that all down-hole components be replaced including column pipe and pump bowl assembly. These items are recommended for Booster Pump #2 to become operational, and the work includes installation and start-up of the new pump. This change was discussed and agreed upon by all parties. The work is to be done on a lump sum basis. Based on the proposed change, an addition of $29,252.44 will be accepted.

PCO-09 – Booster Pump #2, Motor Rebuild
Following the inspection for Booster Pump #2 an inspection report was provided and a motor rebuild was recommended. A motor rebuild is needed for Booster Pump #2 to be operational. This change was discussed and agreed upon by all parties. The work is to be done on a lump sum basis. Based on the proposed change, an addition of $5,183.61 will be accepted.

CHANGE TO CONTRACT PRICE

	Work Approved by C/M Team	Amount Approved by MSWD
Original Contract Price	$565,662.00	
Contract Price with 10% Contingency (MSWD Board Approval: October 16, 2023)		$622,228.20
Current Contract Price adjusted by Previous Change Orders	$26,273.44	
Contract Price with Booster Pump #2 Change Order	$34,436.05	
New Contract Price including Change Order (MSWD Board Approval: July 15, 2024)		$626,371.49

CHANGE TO CONTRACT TIME

Contract Time will be increased 0 days

Date for Completion of all Work August 9, 2024 (Projected)

APPROVALS REQUIRED

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

Requested by: _Legend Pump & Well Service, Inc.___ Date: _May 30, 2024_____
Contractor

Recommended by: _____ Date: _____
Andrea Varela, MSWD

Ordered by: _____ Date: _____
Eric Weck, P.E., MSWD

Accepted by: _____ Date: _____
Legend Pump & Well Service, Inc.

AGREEMENT

THIS AGREEMENT, made this 20th day of October 2023, by and between the MISSION SPRINGS WATER DISTRICT hereinafter called "Owner", and Legend Pump & Well Service Inc. doing business as Legend Pump + Well Service*, hereinafter called "Contractor".

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

1. The Contractor will commence and complete the **"Construction of the Well 34 Rehabilitation Project".**

2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.

3. The Contractor will commence the Work required by the Contract Documents on or before the date specified to commence Work in the Notice to Proceed and will complete the same within **ninety (90) consecutive calendar days** unless the period for completion is extended otherwise by the Contract Documents.

4. Owner and Contractor have discussed the provisions of Civil Code 1671 and the damages that may be incurred by Owner if the Work is not completed within the time specified in this Agreement. Owner and Contractor hereby represent that at the time of signing this Agreement, it is impracticable and extremely difficult to fix the actual damage that will be incurred by Owner if the Work is not completed within the number of calendar days allowed. Accordingly, Owner and Contractor agree that the sum of $500 per day is a reasonable sum to assess as damages to Owner by reason of the failure of Contractor to complete the Work within the time specified.

5. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of $ 565,662.00 or as shown in the Bid Schedule; subject to additions and deductions, if any, in accordance with said documents.

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

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

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

      No. 1, dated September 5, 2023

      No. _____, dated _____, 2023

      No. _____, dated _____, 2023

7. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

   CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, 3132 BRADSHAW ROAD, POST OFFICE BOX 2600, SACRAMENTO, CALIFORNIA 95826.

9. Should any litigation or arbitration be commenced between the parties hereto concerning said project, any provision of this Contract, or the rights and obligations of either in relation

thereto, the party, Owner or Contractor, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation, and costs.

10. Pursuant to Section 1770, and following, of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the Owner, which copies shall be made available to any interested party on request. The successful bidder shall post a copy of such determination at each job site.

11. This project is subject to the State of California "Prevailing Wage Rates".
This project is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the bid specifications. All pertinent wage determinations shall be posted on the jobsite.

    If federal funding is included in the project, the higher of the State and Federal wage rates shall be used.

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

12. Any sub-tier Contracts resulting from this contract must contain the same contractual language as the original contract.

13. Contractor agrees to and shall indemnify and hold the Owner, its officers, employees and agents free and harmless from all claims, actions, damages and liabilities of whatsoever kind, nature or sort, arising from death, personal injury, property damage or other cause asserted or based upon any negligent act or omission of Contractor, its employees, agents, invitees, or any subcontractor of Contractor relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement. As part hereto of the foregoing indemnity, Contractor agrees to protect and to defend at its own expense, including attorney's fees, Owner and City of Desert Hot Springs, their officers, agents and employees from any and all legal action based upon any negligent acts or omissions of the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

(SEAL)

ATTEST:

Name Dori Petee
(Please Type)

Title Executive Assistant

OWNER:

MISSION SPRINGS WATER DISTRICT

By

Name Brian Macy
(Please Type)

Title Interim General Manager

CONTRACTOR:

LEGEND Pump & Well Service Inc.

By

Name Keith Collier
(Please Type)

Address 1324 W. Rialto Ave
San Bernardino, CA 92410

Contractor's License No. 964537

CORPORATE CERTIFICATE

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

(SEAL)

ATTEST:

Name Keith Collier
(Please Type)

Title President

Bond # GRCA62697

PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Mission Springs Water District, a County Water District (sometimes referred to hereinafter as "District") as Obligee hereunder, has awarded to Legend Pump & Well Service, Inc., (hereinafter designated as the "Contractor"), a contract dated _____, for work described as follows: **"Construction of the Well 34 Rehabilitation Project"** (hereinafter referred to as the "Public Work Contract"); and

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

NOW, THEREFORE, we, Legend Pump & Well Service, Inc., the undersigned Contractor, as Principal, and Granite Re, Inc. dba Granite Surety Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Mission Springs Water District and to any and all persons, companies or corporations entitled to file stop notices under Section 3181 of the California Civil Code in the sum of Five Hundred Sixty Five Thousand Six Hundred Sixty Two & 00/100 _____ Dollars ($ 565,662.00), said sum being not less than 100 percent of the total amount payable by the said Obligee under the terms of the said Public Work Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on OCTOBER 23, 2023.

PRINCIPAL: Legend Pump & Well Service, Inc.

By _____

SURETY: Granite Re, Inc. dba Granite Surety Insurance Company

(Seal)

By _____
Attorney-in-Fact, Kenneth D. Whittington

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). THIS IS A REQUIRED FORM.

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

STATE OF CALIFORNIA }

COUNTY OF SAN BERNARDINO }

On OCTOBER 23, 2023 before me, the undersigned notary public, personally appeared Keith Collier, personally known to me OR _ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

CAPACITY CLAIMED BY SIGNER:

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

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

_____
_____

Commission expires AUGUST 8, 2027

(SEAL)

ERIKA M. LOPEZ
COMM. #2458076
Notary Public - California
San Bernardino County
My Comm. Expires Aug. 8, 2027

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, KEITH COLLIER, certify that I am the CORPORATE Secretary of the corporation named as Principal to the within bond; that KEITH COLLIER who signed the said bond on behalf of the principal was then CORPORATE SECRETARY of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing bond.

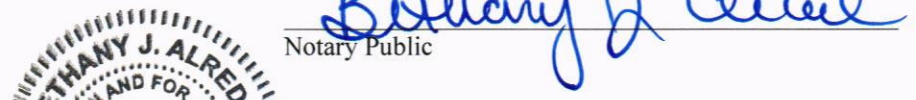
_____

(CORPORATE SEAL)

ACKNOWLEDGMENT OF SURETY

State of Oklahoma
County of Oklahoma

On this 20 day of October, 2023 before me personally come(s) Kenneth D. Whittington, Attorney in-Fact of Granite Re, Inc. dba Granite Surety Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney in Fact of Granite Re, Inc. dba Granite Surety Insurance Company, the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.



Notary Public



GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and that said Power of Attorney has not been revoked and is now in full force and effect.

> "RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ ___, 2023 .

Kyle P. McDonald, Assistant Secretary

Bond # GRCA62697

CONTRACT PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOWN ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Mission Springs Water District, a County Water District (sometimes referred to hereinafter as "District") as Obligee hereunder, has awarded to Legend Pump & Well Service, Inc., (hereinafter designated as the "Contractor"), a contract for the work described as follows:

"Construction of the Well 34 Rehabilitation Project " (hereinafter referred to as the "Public Work"); and

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

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

NOW, THEREFORE, we, Legend Pump & Well Service, Inc., the undersigned Contractor, as Principal, and Granite Re, Inc. dba Granite Surety Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Mission Springs Water District in the sum of Five Hundred Sixty Five Thousand Six Hundred Sixty Two & 00/100 Dollars ($ 565,662.00), said sum being not less than 100 percent of the total amount payable by the said Obligee under the terms of the said Public Works Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

The said Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.
Bond to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on OCTOBER 23, 2023.

PRINCIPAL:

Legend Pump & Well Service, Inc.

By _____

SURETY: Granite Re, Inc. dba Granite Surety Insurance Company

(Seal)

By _____
Kenneth D. Whittington, Attorney-in-Fact

The rate of premium on this bond is $15 per thousand.

The total amount of premium charged, $ 8,485.00. (The above must be filled in by corporate surety.)

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). THIS IS A REQUIRED FORM.

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

STATE OF CALIFORNIA }

COUNTY OF SAN BERNARDINO }

On OCTOBER 23, 2023 before me, the undersigned notary public, personally appeared Keith Collier, personally known to me OR _ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

CAPACITY CLAIMED BY SIGNER:

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

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

_____

_____

Commission expires AUGUST 8, 2027

(SEAL)

NRO1 ERIKA M. LOPEZ COMM. #2458076 Notary Public - California San Bernardino County My Comm. Expires Aug. 8, 2027 NRO1

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, KEITH COLLIER, certify that I am the CORPORATE Secretary of the corporation named as Principal to the within bond; that KEITH COLLIER who signed the said bond on behalf of the principal was then CORPORATE SECRETARY of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing bond.

_____

(CORPORATE SEAL)

ACKNOWLEDGMENT OF SURETY

State of Oklahoma
County of Oklahoma

On this 20 day of October, 2023 before me personally come(s) Kenneth D. Whittington, Attorney in-Fact of Granite Re, Inc. dba Granite Surety Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney in Fact of Granite Re, Inc. dba Granite Surety Insurance Company, the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.

Notary Public



GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and that said Power of Attorney has not been revoked and is now in full force and effect.

> "RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ ___, 2023 .

Kyle P. McDonald, Assistant Secretary

WARRANTY STATEMENT

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

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

Firm Legend Pump + Well Service Inc.

By _____

Title President

Contractor License No. 964537

Date 10/20/23

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/15/2023

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

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

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 416-089-1
LEGEND PUMP & WELL SERVICE, INC.
1324 W RIALTO AVE
SAN BERNARDINO, CA 92410-1611

COVERAGES CERTIFICATE NUMBER: 36 REVISION NUMBER: 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	1872355	09/20/2023	09/20/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP AGG	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	Y	1872355	09/20/2023	09/20/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	Y	Y	1872356	09/20/2023	09/20/2024	EACH OCCURRENCE AGGREGATE	$3,000,000 $3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	

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

CERTIFICATE HOLDER

416-089-1 36 5
MISSION SPRINGS WATER DISTRICT
66575 2ND ST
DESERT HOT SPRINGS, CA 92240-3711

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 416-089-1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY		LEGEND PUMP & WELL SERVICE, INC. 1324 W RIALTO AVE SAN BERNARDINO, CA 92410-1611
POLICY NUMBER SEE CERTIFICATE # 36.5		
CARRIER SEE CERTIFICATE # 36.5	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 36.5

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PROJECT: CONSTRUCTION OF THE WELL 34 REHABILITATION PROJECT, 62998 MISSION LAKES BLVD, DESERT HOT SPRINGS, CA
ADDITIONAL INSURED INCLUDES: MISSION SPRINGS WATER DISTRICT, ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AUTHORIZED VOLUNTEERS
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION ENDORSEMENT.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS ENDORSEMENT.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
GENERAL LIABILITY COVERAGE CONTAINS CG 25 03 DESIGNATED CONSTRUCTION GENERAL AGGREGATE LIMIT ENDORSEMENT APPLICABLE TO EACH CONSTRUCTION PROJECT AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT.
COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.
FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

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INSURANCE POLICY INFORMATION

PROJECT: **CONSTRUCTION OF THE WELL 34 REHABILITATION PROJECT**

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

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

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

Insurance issuance company: Federated Mutual Insurance Company
Home office: P.O. Box 328
Owatonna, MN 55060

Policy Number	Effective Date	Expiration Date	Limits of Liability Bodily Injury	Property Damage
1812355	9/20/23	9/20/24	$1,000,000	$1,000,000

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

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

POLICY NUMBER: 1872355

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Mission Springs Water District 66575 2nd St Desert Hot Springs, CA 92240-3711	Any coverage provided by this endorsement applies only to commercial well work for Construction of the Well 34 Rehabilitation Project, 62998 Mission Lakes Blvd, Desert Hot Springs, CA. Additional Insureds also includes: Mission Springs Water District, its directors, officers, employees, or authorized volunteers
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Insured:
Legend Pump & Well Service, Inc.
1324 W Rialto Ave
San Bernardino, CA 92410-1611

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POLICY NUMBER: 1872355

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Mission Springs Water District 66575 2nd St Desert Hot Springs, CA 92240-3711	See IL-F-40-00003
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Insured:
Legend Pump & Well Service, Inc.
1324 W Rialto Ave
San Bernardino, CA 92410-1611

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IL-F-40-00003 Extension Endorsement

Any coverage provided by this endorsement applies only to commercial well work for Construction of the Well 34 Rehabilitation Project, 62998 Mission Lakes Blvd, Desert Hot Springs, CA. Additional Insureds also includes: Mission Springs Water District, its directors, officers, employees, or authorized volunteers

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

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COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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COMMERCIAL GENERAL LIABILITY
CG 24 53 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

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

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

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POLICY NUMBER: 1872355

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
Each construction project as required by written contract or written agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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Federated Mutual Insurance Company
121 East Park Square, Owatonna, MN 55060
(507) 455-5200

DECLARATIONS
COMMERCIAL GENERAL LIABILITY COVERAGE PART

LIMITS OF INSURANCE		Limit
GENERAL AGGREGATE LIMIT (Other than Products-Completed Operations)		$2,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT		$2,000,000
PERSONAL & ADVERTISING INJURY LIMIT		$1,000,000
EACH OCCURRENCE LIMIT		$1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	Any one premises	$100,000
MEDICAL EXPENSE LIMIT	Any one person	Excluded

Refer to General Liability Schedule CG-F-8 for Locations and Classifications.

ENDORSEMENTS APPLICABLE:

See Attached Schedule Of Forms And Endorsements.

This Coverage Part consists of: (1) this Coverage Part Declarations Page; (2) the Schedule of Forms and Endorsements if attached hereto; (3) all forms and endorsements listed on this Coverage Part Declarations Page or, if attached here, the Schedule of Forms and Endorsements; and (4) any other schedules attached hereto.

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INSURANCE POLICY INFORMATION

PROJECT: **CONSTRUCTION OF THE WELL 34 REHABILITATION PROJECT**

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

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

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

Insurance issuance company: Primary Source Insurance Agency Inc
121 E Park Square
Owatonna, MN 55060

Policy Number	Effective Date	Expiration Date
7600024799231	9/24/23	9/24/24

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

INSURANCE POLICY INFORMATION

PROJECT: **CONSTRUCTION OF THE WELL 34 REHABILITATION PROJECT**

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

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

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

Insurance issuance company Primary Source Insurance Agency Inc.
121 E Park Square
Owatonna, MN 55060

Policy Number	Effective Date	Expiration Date	Limits of Liability
7600024799231	9/24/23	9/24/24	$1,000,000

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/15/2023

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

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

PRODUCER	CONTACT NAME: Christa Tellijohn
Primary Source Insurance Agency Inc 121 E Park Square Owatonna MN 55060	PHONE (A/C, No, Ext): (800) 760-2809 FAX (A/C, No): (877) 446-4631 E-MAIL ADDRESS: catellijohn@fedins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Premier Insurance Company	16045
INSURER B : Westchester Specialty Insurance Services Inc	10172
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Legend Pump & Well Service Inc
1324 W Rialto Ave
San Bernandino CA 92410-1611

COVERAGES **CERTIFICATE NUMBER:** 23-24 WC/Enviro-CPL **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	7600024739231	09/24/2023	09/24/2024	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Environmental Contractors Pollution Liability			G71668423 001	11/02/2023	11/02/2024	Aggregate Limit Each Condition	$2,000,000 $1,000,000

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

Project: Construction of the Well 34 Rehabilitation Project. 62998 Mission Lakes Blvd. Desert Hot Springs. CA.
BLANKET WAIVER OF SUBROGATION APPLIES TO THE WORK COMP POLICY

CERTIFICATE HOLDER

MISSION SPRINGS WATER DISTRICT
66575 2ND ST
DESERT HOT SPRINGS CA 92240

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 04 03 06

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **09/24/2023** Policy No. **7600024799231** Endorsement No. **001**

Insured: **Legend Pump & Well Service, Inc.**

Premium $ INCL.

Insurance Company: **Everest Premier Insurance Comp:**

Countersigned By: _____ Eri Lehrer _____

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From the WCIRB's California Workers' Compensation Insurance Forms Manual - 1999.

INSURANCE POLICY INFORMATION

PROJECT: **CONSTRUCTION OF THE WELL 34 REHABILITATION PROJECT**

TYPE OF INSURANCE: **AUTOMOBILE LIABILITY INSURANCE**

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

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

Insurance issuance company: Federated Mutual Insurance Company
Home office: P.O. Box 328
Owatonna, MN 55060

Policy Number	Effective Date	Expiration Date	Limits of Liability
1872355	9/20/23	9/20/24	$1,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
(1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

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INSURANCE POLICY INFORMATION

PROJECT: **CONSTRUCTION OF THE WELL 34 REHABILITATION PROJECT**

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

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

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

Insurance issuance company: Federated Mutual Insurance Company
Home Office: P.O. Box 328
Owatonna, MN 55060

Policy Number	Effective Date	Expiration Date	Limits of Liability	
1872356	9/20/23	9/20/24	$500,000	(Installation Floater)

Federated Internal Copy - fonts and format may vary from original

UMB

Federated Mutual Insurance Company
121 East Park Square, Owatonna, MN 55060
(507) 455-5200

DECLARATIONS
COMMERCIAL UMBRELLA LIABILITY POLICY

Mutual Company Participating Nonassessable Policy

Policy No. 1872356
Account No. 416-089-1

Item 1. Named Insured and Address:
Legend Pump & Well Service, Inc.
1324 W Rialto Ave
San Bernardino, CA 92410-1611

Item 2. Policy Period: (Mo. Day Yr.)
From 09/20/2023 to 09/20/2024
12:01 A.M., standard time at the address of the named insured as stated herein.

The named insured is:
S Corporation

Business of named insured is:

Item 3. $3,000,000 Occurrence Limit
Item 4. $3,000,000 Aggregate Limit
Item 5. [redacted] Annual Premium

CERTIFIED ACTS OF TERRORISM PREMIUM: [redacted]

Item 6. **Schedule of Underlying Insurance Policies.**

Type of Insurance	Limits of Liability Per Occurrence	Limits of Liability Aggregate	Insurer - Federated unless otherwise indicated.
GENERAL LIABILITY			
[X] Commercial General Liability	$1,000,000	$2,000,000	
[ ] Businessowners			
[ ] Dwelling			
[ ] Dwelling			
[ ] Dwelling			
AUTO LIABILITY			
[X] Business Auto	$1,000,000		
[ ] Auto Dealers Coverage Form			
[ ] Businessowners			
[ ] Personal Auto			
OTHER UNDERLYING INSURANCE			
[ ] Equipment Dealers Stock Floater, Coverage B - Property of Others			
[ ] Garagekeepers			
[ ] Legal Liability - Building			

Federated Internal Copy - fonts and format may vary from original

EMPLOYERS LIABILITY	Limits of Liability	
☐ Employers Liability		
☐ State Fund		
☐ Self-insured Work Comp		

Endorsement(s) attached hereto: See Schedule of Forms and Endorsements Attached

MUTUALS - PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY: No Contingent Liability:
This policy is nonassessable. The policyholder is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

MUTUAL - MEMBERSHIP AND VOTING NOTICE:
The insured is notified that by virtue of this policy, he or she is a member of the Federated Mutual Insurance Company of Owatonna, Minnesota, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual Meetings are held in its Home Office in Owatonna, Minnesota, on the third Tuesday of April in each year at ten o'clock A.M.

In Witness Whereof, the Company has caused this policy to be executed and attested.

SECRETARY PRESIDENT

This policy consists of: (1) this Declarations; (2) the Schedule of Forms and Endorsements, if attached; and (3) all forms and endorsements listed on this Declarations or, if attached, the Schedule of Forms and Endorsements.

ACORD

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 11/15/2023

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM PRODUCER CUSTOMER ID:
INSURED 416-089-1 LEGEND PUMP & WELL SERVICE, INC. 1324 W RIALTO AVE SAN BERNARDINO, CA 92410-1611	INSURERS AFFORDING COVERAGE / NAIC # INSURER A: FEDERATED MUTUAL INSURANCE COMPANY 13935 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 131** **REVISION NUMBER: 1**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	[ ] PROPERTY					[ ] BUILDING	
	CAUSES OF LOSS	DEDUCTIBLES				[ ] PERSONAL PROPERTY	
	[ ] BASIC	BUILDING				[ ] BUSINESS INCOME	
	[ ] BROAD					[ ] EXTRA EXPENSE	
	[ ] SPECIAL	CONTENTS				[ ] RENTAL VALUE	
	[ ] EARTHQUAKE					[ ] BLANKET BUILDING	
	[ ] WIND					[ ] BLANKET PERS PROP	
	[ ] FLOOD					[ ] BLANK BLDG & PP	
A	[X] INLAND MARINE		TYPE OF POLICY	09/20/2023	09/20/2024	[X] INSTALLATION	$500,000
	CAUSES OF LOSS					[X] FLOATER	
	[ ] NAMED PERILS		POLICY NUMBER				
	[X] OTHER		1872355				
	[ ] CRIME						
	TYPE OF POLICY						
	[ ] BOILER & MACHINERY / EQUIPMENT BREAKDOWN						

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED PAGE

CERTIFICATE HOLDER

416-089-1 131 1
MISSION SPRINGS WATER DISTRICT
66575 2ND ST
DESERT HOT SPRINGS, CA 92240-3711

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 416-089-1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY		LEGEND PUMP & WELL SERVICE, INC. 1324 W RIALTO AVE SAN BERNARDINO, CA 92410-1611
POLICY NUMBER SEE CERTIFICATE # 131.1		
CARRIER SEE CERTIFICATE # 131.1	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 131.1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 24 FORM TITLE: CERTIFICATE OF PROPERTY INSURANCE

PROJECT: CONSTRUCTION OF THE WELL 34 REHABILITATION PROJECT, 62998 MISSION LAKES BLVD, DESERT HOT SPRINGS, CA INSTALLATION FLOATER COVERAGE IS PROVIDED FOR PROPERTY THE NAMED INSURED IS CONTRACTED TO INSTALL THAT THEY OWN OR ARE LEGALLY LIABLE FOR. COVERAGE APPLIES WHILE IN TRANSIT, WHILE AT THE PREMISES OF INSTALLATION, OR ELSEWHERE AWAITING AND DURING INSTALLATION.

ACORD 101 (2008/01)

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LOSS PAYABLE CERTIFICATE

Place of Issue -
Federated Mutual Insurance Company
Home Office
121 East Park Square
Owatonna, MN 55060
(507) 455-5200

TO:
Mission Springs Water District
66575 2nd St
Desert Hot Springs, CA, 92240-3711

We certify that you are named as Loss Payee in the below numbered policy which has been issued to:

Legend Pump & Well Service, Inc.
1324 W Rialto Ave
San Bernardino, CA 92410-1611

to cover the personal property as designated below:

Coverage	Deductible	Limit
Special Contractors Floater - Installation Floater	$2,500	$500,000

The policy contains the provisions that loss, if any, will be adjusted only with the Named Insured and payable to the Named Insured and the Loss Payee listed above as their respective interests may appear, subject to all the terms and conditions of the policy.

We certify that the policy is effective from 09/20/2023 to 09/20/2024 12:01 A.M., (or 12 Noon) Standard Time, as stated in the policy, at the address of the Named Insured as stated in the policy.

If we cancel the policy we will provide at least ten days advance written notice or more as may be allowed by the Cancellation Provision of the Common Policy Conditions.

Special provisions, if any:

This Certificate is furnished as evidence of a policy as it stands at the date of issue, and is given as a matter of information only. **Except as specified herein,** this Certificate confers no rights on the holder and imposes no liability on us.

SECRETARY PRESIDENT

AM Best Rating Services

Federated Mutual Insurance Company

BestLink **AMB #: 000384 NAIC #: 13935 FEIN #: 410417460**

Domiciliary Address
121 East Park Square
Owatonna, Minnesota 55060
United States

Web: www.federatedinsurance.com
Phone: 507-455-5200
Fax: 507-446-4664

AM Best Rating Unit: AMB #: 004284 - Federated Mutual Group

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 000384 - Federated Mutual Insurance Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	April 05, 2023
Initial Rating Date:	June 30, 1920

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	April 05, 2023
Initial Rating Date:	January 10, 2008

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Michael T. Venezia

Director: Doniella Pliss

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

View AM Best's Rating Review Form

Rating History

AM Best has provided ratings & analysis on this company since 1920.

Financial Strength Rating

Effective Date	Rating
April 05, 2023	A+
April 06, 2022	A+
March 10, 2021	A+
February 21, 2020	A+
February 22, 2019	A+

Long-Term Issuer Credit Rating

Effective Date	Rating
April 05, 2023	aa-
April 06, 2022	aa-
March 10, 2021	aa-
February 21, 2020	aa-
February 22, 2019	aa-

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
004284	Federated Mutual Group (G) Rating Unit	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 004284 - Federated Mutual Group.

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

View additional news, reports and products for this company.

Everest Premier Insurance Company

BestLink **AMB #: 023090 NAIC #: 16045 FEIN #: 812926232**

Administrative Office
Warren Corporate Center 100 Everest Way
Warren, New Jersey 07059
United States

View Additional Address Information

Web: www.everestglobal.com
Phone: 908-604-3000

AM Best Rating Unit: AMB #: 058455 - Everest Group, Ltd.

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 058455 - Everest Group, Ltd. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	June 29, 2023
Initial Rating Date:	May 03, 2017

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	June 29, 2023
Initial Rating Date:	May 03, 2017

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Dan Hofmeister, CFA, FRM, CAIA, CPCU, ARe, AIS, AIAF

Senior Director: Carlos Wong-Fupuy

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of Everest Re Group, Ltd. and Its Subsidiaries
June 29, 2023

Rating History

AM Best has provided ratings & analysis on this company since 2017.

Financial Strength Rating

Effective Date	Rating
June 29, 2023	A+
June 15, 2022	A+
May 07, 2021	A+
May 29, 2020	A+
May 02, 2019	A+

Long-Term Issuer Credit Rating

Effective Date	Rating
June 29, 2023	aa-
June 15, 2022	aa-
May 07, 2021	aa-
May 29, 2020	aa-
May 02, 2019	aa-

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 058455 - Everest Group, Ltd..

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

View additional news, reports and products for this company.

Press Releases

Date ▼	Title
Jun 29, 2023	AM Best Affirms Credit Ratings of Everest Re Group, Ltd. and Its Subsidiaries
Jun 15, 2022	AM Best Affirms Credit Ratings of Everest Re Group, Ltd. and Its Subsidiaries
May 07, 2021	AM Best Affirms Credit Ratings of Everest Re Group, Ltd. and Its Subsidiaries
May 29, 2020	AM Best Affirms Credit Ratings of Everest Re Group, Ltd. and Its Subsidiaries
May 02, 2019	AM Best Affirms Credit Ratings of Everest Re Group, Ltd. and Its Subsidiaries
Mar 16, 2018	A.M. Best Affirms Credit Ratings of Everest Re Group, Ltd. and Its Subsidiaries
May 03, 2017	A.M. Best Assigns Credit Ratings to Everest Denali Insurance Company and Everest Premier Insurance Company

European Union Disclosures
A.M. Best (EU) Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2013/36/EU.

AM Best Rating Services

Westchester Surplus Lines Insurance Company

BestLink AMB #: 004433 NAIC #: 10172 FEIN #: 582139927

Mailing Address
P.O. Box 1000
Philadelphia, Pennsylvania 19106
United States

View Additional Address Information

Web: www.chubb.com
Phone: 215-640-1000

AM Best Rating Unit: AMB #: 000012 - Chubb U.S. Group of Insurance Companies

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 058303 - Chubb Limited is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 01, 2022
Initial Rating Date:	June 30, 1972

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 01, 2022
Initial Rating Date:	August 16, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Associate Director : Alan Murray

Senior Director: Michael J. Lagomarsino, CFA, FRM

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
December 01, 2022

View AM Best's Rating Review Form

Rating History

AM Best has provided ratings & analysis on this company since 1972.

Financial Strength Rating

Effective Date	Rating
December 01, 2022	A++
December 10, 2021	A++
December 17, 2020	A++
December 11, 2019	A++
December 13, 2018	A++

Long-Term Issuer Credit Rating

Effective Date	Rating
December 01, 2022	aa+
December 10, 2021	aa+
December 17, 2020	aa+
December 11, 2019	aa+
December 13, 2018	aa+

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 000012 - Chubb U.S. Group of Insurance Companies.

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

View additional news, reports and products for this company.

Press Releases

Date	Title
Dec 01, 2022	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 10, 2021	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 17, 2020	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 11, 2019	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 13, 2018	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Oct 05, 2017	A.M. Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Jun 22, 2016	A.M. Best Removes From Under Review and Affirms Ratings of Chubb Limited and Most of Its Subsidiaries
Jul 02, 2015	A.M. Best Places Ratings of ACE Limited and Its Subsidiaries Under Review With Negative Implications

1 2 Page size: 10 15 items in 2 pages

AGENDA STAFF REPORT

MEETING NAME: **REGULAR BOARD MEETING**

MEETING DATE(S): **JULY 11 & 15, 2024**

FROM: **DORI PETEE, EXECUTIVE ASSISTANT**

FOR: ACTION _X__ DIRECTION ___ INFORMATION ____

CALIFORNIA SPECIAL DISTRICTS ASSOCIATION BOARD OF DIRECTORS ELECTION BALLOT – TERM 2025-2027; SEAT A – SOUTHERN NETWORK

STAFF RECOMMENDATION

Board consideration of one (1) of three (3) candidates nominated to serve on Seat A in the Southern Network, and direct the General Manager to vote for the selected candidate.

SUMMARY

Each of CSDA's six (6) networks has three seats on the Board, and the candidates are either board members or management-level employees of a member district located in our Network. Each Regular Member (district) in good standing shall be entitled to vote for one (1) person to represent its Network in Seat A.

ANALYSIS

CSDA has begun electronic voting. All votes must be received through the system no later than 5:00 p.m. July 26, 2024. The successful candidates will be notified no later than July 30, 2024. All selected CSDA Board Members will be introduced at the CSDA Annual Conference & Exhibitor Showcase in Indian Wells, CA in September 2024.

FISCAL IMPACT & STRATEGIC PLAN IMPLEMENTATION

There is no fiscal impact associated with this item.

ATTACHMENTS

Jo MacKenzie Candidate Information, Candidate Statement, and letter of Support
Jason Dafforn Candidate Information & Candidate Statement
Ross A. Leja Candidate Information & Candidate Statement

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

California Special Districts Association
Districts Stronger Together

2024 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information MUST accompany your nomination form and Resolution/minute order:

Name: JO MacKENZIE

District/Company: Vista Irrigation District, *CSDA District of Distinction, Platinum Level*

Title: Director, Certificate in Special District Governance

Elected/Appointed/Staff: Elected

Length of Service with District: 32 years

1. **Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):**
   - CSDA Board of Directors, President 2011, Vice President 2010, Treasurer 2008-2009
   - CSDA Finance Corporation Board of Directors, 2007-present; President 2012, 2013, 2015- present
   - Special District Leadership Foundation Board of Director, Treasurer, currently Vice President
   - Fiscal and Audit Committees, rewrote 'Treasurer Job Description'; Membership Committee 2011-present; Chair 2020-2021, 2022 and 2024
   - Legislative Committee 2004-present; Chair, 2006-2010 and 2012
   - CSDA San Diego Chapter, Board of Directors, 1993-present; President 1998-2000; presently serve on the Chapter Executive Board
   - Attend all Annual Conferences and Legislative Days

2. **Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):**
   - ACWA: Past Board Director; Local Government, Chair 2014-2015 and Membership Committee
   - ACWA Region 10 Board of Directors, Vice Chair, Alternate Chair, Director 1997-2010
   - The California Association of Local Agency Formation Commissions (CALAFCO), Board Member and Legislative Committee member, 2017–2023

3. **List local government involvement (such as LAFCO, Association of Governments, etc.):**
   - San Diego LAFCO, 1994-present: Commission Chair 2018 & 2019; Alternate 5 years; Special District Advisory Committee 14 years, Chair 2005-2009
   - City of San Marcos Planning and Traffic Commissions
   - Personally initiated the City of San Marcos Budget Review Committee in 1980, Chair 1996-2006
   - Resource Conservation District of Greater San Diego County, Association Director, 2016 to present

4. **List civic organization involvement and recognitions**
   - Special District Official of the Year by PublicCEO
   - CSDA Legislative Advocate of the Year, 2011
   - Graduate of CSDA's Special District Leadership Academy
   - San Marcos Chamber of Commerce, Lifetime Ambassador
   - Graduate of Leadership 2000, Cal State San Marcos
   - Vista Community Development Associates, Treasurer
   - Soroptimist International



Re-elect
Jo MacKenzie

Proven experience leading special districts

- Dedicated
- Fiscally Responsible
- Committed to Special Districts

It has been a privilege and honor to serve on the CSDA Board of Directors (Board) representing the Southern Network. Serving on the Board requires a commitment of time; I am in Sacramento at least twice a month for CSDA meetings. I have served as President, Vice President and Treasurer, and served as a Chair and/or member of the various committees. In 2010 and 2011, respectively, I was recognized as CSDA's Legislative Advocate of the Year and by PublicCEO as Special District Official of the Year.

During my tenure on the CSDA Board, I have formed working relationships throughout the Network and State that have given me an insight regarding the needs of special districts. Based on these insights and input from other CSDA directors, CSDA has worked to provide webinars at no cost to its members, begun offering the leadership academy three times a year and on-line, and the SDLF Board eliminated budget limits for scholarships. I serve on the CSDA and SDLF Boards, and I am proud of the collaboration that allows all special districts to take advantage of CSDA's programs.

During my term, I have been committed to continue building on the present foundation of CSDA's educational programs, state and federal legislative advocacy, and public outreach. CSDA is now the "voice of Special Districts", "the third leg of local government", and the 'go-to' association for legislative issues.

My proven leadership and public service experience, commitment to fiscal responsibility, and comprehensive LAFCO and special district knowledge make me the most qualified candidate to represent the Southern Network.

I have a true passion for and proven experience in leading Special Districts. I would be honored to continue serving on the CSDA Board as your Southern Network Director.

I am asking for your **Vote**.

ELECTRONIC VOTING ENDS JULY 26 AT 5:00 P.M.

50+ CSDA EDUCATIONAL OPPORTUNITIES ARE LISTED ON CSDA'S HOME PAGE

VISTA IRRIGATION DISTRICT

1391 Engineer Street • Vista, California 92081-8840
Phone (760) 597-3100 • Fax: (760) 598-8757
www.vidwater.org

Board of Dire

Richard L. Vásquez, *President, Division 2*
Marty Miller, *Division 1*
Peter Kuchinsky II., *Division 3*
Patrick H. Sanchez, *Division 4*
Jo MacKenzie, *Division 5*

Administrative Staff

Brett L. Hodgkiss
General Manager
Ramae A. Ogilvie
Board Secretary
Elizabeth A. Mitchell
General Counsel

June 5, 2024

Re: Jo MacKenzie for CSDA Board of Directors, Southern Network, Seat A

Dear Board President:

On February 20, 2024, the Vista Irrigation District (VID) Board nominated Jo MacKenzie to the California Special Districts Association (CSDA) Board of Directors for the Southern Network, Seat A. As President of the Board, I'm requesting that your Board cast its vote for Jo MacKenzie, CSDA Board of Directors. Electronic ballot voting begins on June 10, 2024.

Jo's enthusiasm, commitment, and comprehensive knowledge of special districts have brought a high level of experience to the CSDA Board of Directors. Jo believes it is important that CSDA continue to be the voice of all special districts and build on the present foundation of legislative advocacy, educational programs, and public outreach.

Currently serving on the CSDA Board of Directors (Past President, 2011), Jo serves on the CSDA Legislative Committee; she served as the Committee Chair from 2006-2010 and in 2012 and was named Legislative Advocate of the Year in 2010. Jo currently serves as President of the CSDA Finance Corporation, and Vice President of the Special District Leadership Foundation. She also serves on the CSDA Member Services Committee and is very active with the San Diego Chapter of CSDA, serving as its President 1998-2000.

Jo was elected to the VID Board of Directors in 1992 and has since served as President nine times. She is currently a Commissioner on the San Diego Local Agencies Formation Commission (LAFCO) and served as Chair in 2019-2020; Jo has continuously served in various capacities on LAFCO since 1994. She has also served on the California Association LAFCO Board of Directors. Jo is a past Board Director for the Association of California Water Agencies and currently serves on its Membership and Local Government committees.

Jo is active in her local community, having served on the City of San Marcos Planning Commission, Traffic/Safety Commission, Budget Review Committee and Affordable Housing Task Force. She has also been active in the San Marcos Chamber of Commerce for over 30 years, serving as a Board Member and a Life Member Ambassador.

Jo is extremely active and engaged in all aspects of California special districts and her wealth of experience makes her the obvious choice for Southern Network, Seat A. I urge your Board to vote for Jo MacKenzie to continue her service as Seat A Director for the Southern Network. Thank you for your support!

Very truly yours,

Richard L. Vásquez
President, Board of Directors

California Special
Districts Association
CSDA
Districts Stronger Together

2024 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information MUST accompany your nomination form and Resolution/minute order:

Name: Jason Dafforn

District/Company: Valley Sanitary District

Title: General Manager

Elected/Appointed/Staff: Staff

Length of Service with District: 1 year

1. **Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):**

Attend CSDA Conference and Leadership Academy

2. **Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):**

ACWA, CASA

3. **List local government involvement (such as LAFCo, Association of Governments, etc.):**

N/A

4. **List civic organization involvement:**

Desert Recreation Foundation Board of Directors

****Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after the nomination deadlines will not be included with the ballot.**

JASON DAFFORN

for CSDA Board of Directors – Southern Network



My name is Jason Dafforn and I am excited to announce my candidacy for the CSDA Board of Directors, representing the Southern Network, which includes Los Angeles, Orange, San Diego, San Bernardino, Riverside and Imperial counties. I may be new to Valley Sanitary District in Indio, California, but I am not new to special districts.

As a Licensed Civil Engineer with over 30 years of experience in the water and wastewater industry, I bring a wealth of knowledge and expertise to this position. My 17 years of experience as a utility manager for California local governments, including over eight years working for a special district, have given me a deep understanding of the unique challenges and opportunities that our special districts face.

I have dedicated my career to improving water and wastewater services, providing safe and reliable infrastructure for communities. My role as General Manager at Valley Sanitary District has equipped me with the skills to lead and innovate, always striving to find effective solutions to complex problems. I am passionate about the critical role that special districts play in our daily lives. For special districts including irrigation, water, wastewater, park and recreation, cemetery, fire, police protection, library, utility, harbor, healthcare and community services districts—to name a few—I am committed to supporting the essential services we all provide. I aim to bring a strategic and forward-thinking perspective to the Board of Directors, addressing current issues and future challenges to keep CSDA ahead of the curve.

Together, we can shape a stronger, more resilient future for California's special districts. By leveraging the resources and advocacy provided by CSDA, we can enhance the quality of life for all residents and keep our districts at the forefront of delivering essential services.

Thank you for your support!

Jason Dafforn, PE
General Manager, Valley Sanitary District, Indio, California

California Special
Districts Association
CSDA
Districts Stronger Together

2024 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information MUST accompany your nomination form and Resolution/minute order:

Name: ROSS A. LEJA

District/Company: JURUPA AREA RECREATION & PARK DISTRICT

Title: DIRECTOR DIVISION 5

Elected/Appointed/Staff: ELECTED

Length of Service with District: 6 YEARS

1. **Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):**

NO

2. **Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):**

NO

3. **List local government involvement (such as LAFCo, Association of Governments, etc.):**

NONE

4. **List civic organization involvement:**

JURUPA CHILDRENS CHRISTMAS PARTY
JURUPA DISTRICT LIONS CLUB

****Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after the nomination deadlines will not be included with the ballot.**

I am running for the open board position to bring representation for the Inland Empire to CSDA and grow CSDA in the Inland Empire. San Bernardino and Riverside Counties, together known as the Inland Empire, is one of the fastest growing regions of California and home to over 80 special districts. However, the Inland Empire currently has no representation on the Southern District Board.

I currently serve on the Board of Directors for the Jurupa Area Recreation and Parks District (JARPD). Our district serves the city of Jurupa Valley and a portion of the city of Eastvale. I have been in this position for six years. During this time we have grown our district by fourteen facilities. I have made it a mission to develop relationships with the other special districts in our area to help JARPD better serve its residents. I look forward to expanding this mission to the other special districts in the Inland Empire if I am elected to the Board representing the Southern District

I am an eight year Air Force Veteran, husband, father and grandfather. My wife of 49 years and I have made our home in Jurupa Valley for over three decades. I have served on the City of Jurupa Valley Traffic Safety Committee, acting as its first chair for three years. I also served on the Jurupa Unified School District Citizen Oversight Committee for a $144 million bond measure as both Vice Chair and Chair. A cause close to my heart is my work with the Jurupa Children's Christmas Party, an organization that has distributed presents to underprivileged in Jurupa Valley for over 40 years.

I have always considered service to my country and community a privilege and would like to continue by serving on the board of the California Special Districts Association.

AGENDA STAFF REPORT

MEETING NAME: **BOARD OF DIRECTORS REGULAR MEETING**

MEETING DATE(S): **JULY 11 & JULY 15, 2024**

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

FOR: ACTION __X__ DIRECTION ____ INFORMATION ____

CONTRACT AGREEMENTS WITH TKE ENGINEERING, INC. FOR ON-CALL PROFESSIONAL GENERAL ENGINEERING SERVICES

STAFF RECOMMENDATION

Authorize the General Manager to execute three contract agreements with TKE Engineering, Inc. for On-Call Professional General Engineering Services in the total amount of $415,000.00 for FY2024-25.

SUMMARY

The District continues to use outside engineering consultant(s) on an as-needed basis to assist staff with District project and construction management, project design, development projects, plan and document review, special projects, and with future planning of District facilities. For FY2024-25, MSWD anticipates utilizing TKE Engineering, Inc. (TKE) for water resource activities (CVRWMG, SGMA, SNMP, Water/Wastewater Master Plans Update, et. al.), project design (GQPP Areas A & G, M-2, & D-3), and construction inspection services. The three contract agreements will be $170,000.00 for On-Call Professional General Engineering Services, $180,000.00 for General Engineering Services - Project Viento Construction Inspection Services, and $65,000.00 for General Engineering Services - PODS Storage Construction Inspection Services.

ANALYSIS

On March 14, 2023, staff issued a Request for Qualifications/Proposal for On-Call Professional General Engineering Services with TKE as one of the fifteen respondents. The proposals were evaluated by three MSWD staff members and TKE was selected as one of the top respondents. The top respondents were given the opportunity to propose on the construction inspection services for the Project Viento and PODS Storage projects. Based on the merits of the proposal and cost, TKE was selected for each project. These agreements do not include projects which TKE is providing services under separate agreements such as the construction management services for the RWRF, Conveyance Line, and Area M-2.

FISCAL IMPACT & STRATEGIC PLAN IMPLEMENTATION

The $170,000.00 for On-Call Professional General Engineering Services has been included in the FY2024-25 Operating Budget under a variety of line items within the Water and Sewer Funds. The $240,000.00 for Construction Inspection Services are specific to Project Viento and PODS Storage projects and will be reimbursed by the developer. This action is consistent with Strategic Plan Smart Goal 4.5- Ensure the District is prepared to react to manmade and natural emergencies.

FINANCIAL DATA		
Cost Associated with this action:	$415,000.00	
Current FY cost:	$415,000.00	
Future FY cost:	$0.00	
Is it covered in current year budget:	YES ☒	NO ☐
Budget adjustment needed:	YES ☐	NO ☒
If yes, year needed:	NA	
All previous contracts including dates, amounts and board approvals are attached or have been made available.		
FUNDING SOURCES		
Source of funds:	Various	
BID/Job#	Various	
Current BID/Job balance	Various	
Balance remaining if approved:	$415,000.00	

ATTACHMENTS

TKE Engineering, Inc. Contract Agreements (On-Call, Project Viento, PODS Storage)

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

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

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

DATE: July 1, 2024

PROJECT DIR#: N/A

TITLE: **On-Call Professional General Engineering Services**

The undersigned Consultant agrees to furnish the following:

All Work/Services per the attached Exhibit A – Technical Proposal and in accordance with Exhibit B – Rate Schedule as provided by TKE Engineering, Inc. and per Exhibit C – Term, Early Termination & Notice

Contract price $: Not to Exceed $170,000.00

Term: One (1) year from the effective date above

Instructions: Sign and return via email. Upon acceptance by Mission Springs Water District, (sometimes referred to herein as "District") a copy will be promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:	Consultant:
Mission Springs Water District	TKE Engineering, Inc. (Business Name)
By:	By:
Brian E. Macy, PE	Steven Ledbetter
Title General Manager	Title Vice President
Other authorized representative(s):	Other authorized representative(s):
Eric Weck Engineering Manager	Michael Thornton President
Amanda Lucas Contracts Analyst	

Consultant agrees with the Mission Springs Water District that:

a. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees, and authorized volunteers against any and all liability from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder and shall not tender such claims to Mission Springs Water District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

b. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the performance of the work or furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of Mission Springs Water District, its directors, officers, employees, or authorized volunteers.

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

d. Consultant will file with Mission Springs Water District, before beginning professional services, a certificate of insurance satisfactory to Mission Springs Water District evidencing professional liability coverage of not less than $1,000,000 per claim and $2,000,000 annual aggregate, that coverage shall not be cancelled except with notice to Mission Springs Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent, or as otherwise approved by Mission Springs Water District. The retroactive date (if any) is to be no later than the effective date of this agreement. The Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other Consultants (sub-Consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-Consultant meets the minimum insurance requirements specified above.

e. **Verification of Coverage** – Consultant shall furnish the District with certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

f. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or sub-consultants. Consultant will file with Mission Springs Water District, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to Mission Springs Water District evidencing:

Coverage – Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property

damage, bodily injury, personal and advertising injury with limit of at least coverage of not less than two million ($2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as ISO CG 25 03, or ISO CG 25 04 endorsements provided to District), or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if the Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars ($1,000,000) for bodily injury and property damage each accident.

3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Mission Springs Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Mission Springs Water District has received a waiver of subrogation from the insurer. Consultant is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement. Sole proprietors with no employees, acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Mission Springs Water District.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the Mission Springs Water District. The Mission Springs Water District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Member Water Agency.

Required Provisions:

- **Additional Insured Status:** Mission Springs Water District, its directors, officers, employees, and authorized volunteers or using the language that states "as required by written contract." are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the

Consultant including materials, parts, or equipment furnished in connection with such work or operations.

- **Primary Coverage:** For any claims related to this project, the consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District its directors, officers, employees, and authorized volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

- Consultant shall require and verify that all sub-consultants maintain insurance meeting all requirements stated herein, and Consultant shall ensure that Mission Springs Water District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

- The coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.

g. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to Mission Springs Water District at least ten (10) days prior to the expiration date.

h. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other Authorized Representative(s)."

i. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.

j. Consultant hereby specifically represents and warrants to District that is possesses the qualifications and skills necessary to perform the services under this agreement in a competent and professional manner, without the advice or direction of District and that the services to be rendered pursuant to this agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the state of California. Consultant further represents and warrants that it possesses all required licenses necessary or applicable to the performance of the services under this agreement. Professional permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including but not limited to Cal/OSHA requirements.

k. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Mission Springs Water District. Consultant's "Authorized Representative(s)" has (have) the authority to execute such written change for Consultant.

l. Unless otherwise agreed upon in writing, all reports, documents, or other written material, including any documents, images, photographs, video files, or other media created or developed by Consultant as part of the services required hereunder ("Written Products") shall be considered to be "works made for hire", and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and all other proprietary rights, shall be and remain the property of Mission Springs Water District without restriction or limitation upon their use, duplication or dissemination by Mission Springs Water District, except as otherwise provided herein. The Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.

m. District shall hold all intellectual property rights to any data, materials, digital information, and Written Products stored and/or developed pursuant to this agreement. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the data, materials, digital information and Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.

n. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to the Consultant by the Mission Springs Water District or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of an Authorized Representative during the term of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

o. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Mission Springs Water District or the Authorized Representative. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of service. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, Consultant shall provide access to such books and records to the Authorized Representative or his or her designees and shall give the Authorized Representative or his or her designees the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.

p. This Agreement is personal to the Consultant. Any attempt to assign or subcontract any right or obligation hereunder by the Consultant shall be void unless approved in writing in advance by the Authorized Representative. Consultant's services pursuant to this Agreement shall be provided by the representative or directly under the supervision of the representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Mission Springs Water District, by and through the Authorized Representative.

q. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

r. Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of Interest laws, including, but not limited to, the Political Reform Act (California Government Code Sections 81000, et seq.) and California Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates, and subconsultants shall not, without the prior written approval of the Authorized Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute.

s. A waiver by the Mission Springs Water District of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

t. The Consultant shall commence, carry on, and complete all required tasks with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry standards.

u. No Third-Party Beneficiaries. The Mission Springs Water District shall not be obligated or liable under this Agreement to any party other than the Consultant.

v. In no event shall the making by the Mission Springs Water District of any payment to the Consultant constitute or be construed as a waiver by the Mission Springs Water District of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Mission Springs Water District while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Mission Springs Water District with regard to such breach or default.

w. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive

from the losing Party all costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' and experts' fees paid or incurred in good faith.

x. In the performance of the work required by this Agreement, Consultant shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the local County and Municipal Code, ordinances, regulations and policies.

y. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

z. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be the Superior Court of Riverside County, California.

aa. This Agreement represents the entire Agreement between the Mission Springs Water District and Consultant with respect to the subject matter hereto and supersedes all prior oral or written negotiations, representations, or agreements. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns. In the event of any inconsistency between the provisions of this Agreement and Consultant's proposal or Quote, and Exhibits hereto, the provisions of this Agreement shall control.

bb. Precedence of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

cc. Consultant will act hereunder as an independent consultant. This agreement shall not and is not intended to constitute Consultant as an agent, servant, or employee of the Mission Springs Water District and shall not and is not intended to create the relationship of partnership, joint venture or association between the Mission Springs Water District and Consultant.

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

ee. In the event the Consultant performs additional or different services than those described herein without the prior written approval of the Contract Manager, Consultant shall not be compensated for such services. Consultant expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the District in writing.

ff. Consultant shall promptly advise the Contract Manager as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the District.

gg. Consultant shall perform all services in accordance with the terms and conditions of this agreement and the proposal. In the event that the terms of the proposal conflict with the terms of this agreement or contain additional terms that purport to bind the District, the terms of this agreement shall govern and said additional or conflicting terms shall be of no force or effect.

REQUEST for PROPOSALS

ON-CALL PROFESSIONAL GENERAL ENGINEERING SERVICES



for:

MISSION SPRINGS WATER DISTRCT
ENGINEERING AND OPERATIONS
Attn: Eric Weck
66575 Second Street
Desert Hot Springs, CA 92240

April 4, 2023
2:00 p.m.

Prepared by:

TKE ENGINEERING, INC.

2305 Chicago Avenue
Riverside, California 92507
(9 5 1) 6 8 0 - 0 4 4 0

w w w . T K E e n g i n e e r i n g . c o m

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Section G | Pricing (submitted separately)

Prepared for:

Mission Springs Water District
Engineering and Operations
66575 Second Street
Desert Hot Springs, CA 92240
Contact: Eric Weck
Phone: (760) 329-6448 ext. 122
E-mail: engineering@mswd.org

Prepared by:

TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507
Contact: Steven W. Ledbetter, P.E.
Vice President
Phone: (951) 680-0440
E-mail: sledbetter@tkeengineering.com

TKE ENGINEERING, INC.

April 4, 2023

Mr. Erick Weck, P.E.
Engineering Manager
Mission Springs Water District
66575 2nd Street
Desert Hot Springs, CA 92240

Subject: On-Call Professional General Engineering Services

Dear Mr. Weck

Thank you for the opportunity to present this material outlining TKE Engineering, Inc.'s (TKE's) qualifications. Enclosed herein is a comprehensive proposal depicting our qualifications and abilities to provide turnkey professional general engineering services to Mission Springs Water District (MSWD) for as needed planning, design and construction of water and wastewater systems.

A. Consultant Identification - TKE, a California Corporation, is located less than 45 minutes from the MSWD service area at 2305 Chicago Avenue, Riverside, California 92507 and can be reached by phone at (951) 680-0440. TKE has a longstanding partnership with MSWD assisting with water resource management and capital project development and implementation. TKE currently provides the City of Highland, Hesperia, Fontana, Calimesa, Riverside County Flood Control and Water Conservation District and the San Bernardino Municipal Water Department, with on-call engineering services and is highly qualified to perform the services necessary for capital improvement project delivery. TKE is enthusiastic about the opportunity to continue to assist MSWD in improving the water and sewer system infrastructure and sustainable water resource management within the community.

TKE is committed to providing high quality, efficient services to meet all of the MSWD's needs. TKE's Project Manager will be in contact with MSWD staff biweekly to ensure that we are progressing on schedule and are within our allocated budget. It is this personal touch and contact that define our "local service" approach. We consider ourselves community builders and take ownership of projects assigned to TKE, ensuring that our personnel will be allocated on an as needed basis in order to complete all projects on schedule.

B. Project Team – TKE is a full service, multi-disciplinary consulting firm, licensed in California and offering in-house delivery of planning, grant acquisition and administration, preliminary design, final design, topographic surveying, mapping, right-of-way engineering, legal and plat preparation, utility research, coordination and relocations services, bid assistance, construction management, inspection, plan checking, and construction staking services for wastewater systems, water systems, recycled water

2305 Chicago Ave - Riverside - CA - 92507
Ph. (951) 680-0440 - Fax (951) 680-0490
www.tkeengineering.com

systems, transportation, street widening, pavement rehabilitation, sidewalk, parking lots, traffic signal, striping, grading, storm drain, detention/retention basins, and park improvement projects. Our wide variety of services and expertise allows us to complete nearly all services in-house.

TKE's has developed an excellent working relationship with numerous subconsultants for geotechnical, structural and environmental services. TKE will work with MSWD on an as needed basis to bring on subconsultants in accordance with any DBE requirements set forth by each project's funding source. Our decades of experience working with numerous grant funding sources allows our team to seamlessly provide MSWD a full range of project services no matter what type of project is required.

Our experience in the region with MSWD, the Coachella Valley Association of Governments, City of Coachella, La Quinta, Highland, Hesperia, Fontana, Needles, Calimesa, Riverside County Flood Control and Water Conservation District, City of San Bernardino Municipal Water Department, Rancho California Water District, Rubidoux Community Services District, Western Municipal Water District, and West Valley Water District; numerous accomplishments, as well as management skills will help maintain continuity in the delivery of the MSWD's upcoming projects and makes TKE an excellent fit to continue providing services to MSWD. TKE takes a team approach to all projects and emphasizes the importance of constant communication between all members of the team, from the client to the consultants.

C. Addenda – TKE acknowledges receipt and incorporation of Addendum No. 1 dated March 21, 2023 related to the bid opening procedure.

D. Contact Person – Steven W. Ledbetter, P.E., TKE's Vice President, will be the contact person during the proposal evaluation period. Mr. Ledbetter works from TKE's only office location located at 2305 Chicago Avenue, Riverside, California 92507 and can be reached by phone at (951) 680-0440 or by email at sledbetter@tkeengineering.com.

E. Proposal Validity – TKE's proposal shall remain valid for a period of 120 days from the date of submittal.

F. Authorization – TKE's proposal is signed by a principal of the firm who is authorized to bind TKE to the terms of the proposal and the firm is comprised of civil engineers and land surveyors fully licensed by the State of California.

Thank you for your consideration. If you have any questions, please call me at (951) 680-0440 or e-mail me at sledbetter@tkeengineering.com.

Sincerely,

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

SECTION 2 | STATEMENT OF UNDERSTANDING AND APPROACH

A. PROJECT UNDERSTANDING

The Mission Springs Water District (MSWD) desires to retain a professional consultant to assist MSWD Staff with providing On-Call General Engineering Services for a variety of both development and Capital Improvement Program (CIP) Projects. Anticipated projects may include, but are not limited to: utility installation for sewer and water pipelines and facilities, as well as water resource management. TKE is prepared to help MSWD achieve its mission in providing protecting, and preserving our most valuable resource – water!. To accomplish this advancement, we will perform on-call general engineering services of City-owned facilities under the following disciplines:

- Environmental Compliance Processing , Preliminary Engineering and Right-of-Way Engineering
- Permitting
- Grant Acquisition and Administration
- Preliminary and Final Design
- Pre-Construction Phase

TKE has provided numerous municipalities and agencies throughout Southern California with consulting design, surveying, plan checking, construction management and grant management services for every facet of Public Works. TKE proudly serves municipal agencies the following services on a routine basis. The following is a typical list of services provided by TKE Engineering, Inc.

GRANT WRITING / FUNDS MANAGEMENT

TKE's Grant Writing and Funds Management team enables our municipal and agency partners of any size to find potential funding sources and to prepare competitive funding applications. Additionally, after funds are awarded to a partner, TKE ensures compliance with state and federal funding requirements. In the past few years, TKE has obtained over $75 million in funding for our public works projects and transportation improvements.

Our grant writing services are enhanced by integration with engineering services to facilitate and integrate project design. This expedites project start up and completion and ensures compliance with funding requirements.

TKE has assisted clients secure funding from the following programs:

- Department of Water Resources – Proposition 84, 1, and 68 Grant Programs
- State Proposition 1E and 84 Flood Management Funding
- Department of Water Resources – Infrastructure Rehabilitation Grant
- Groundwater Grant Program
- State Water Resources Control Board – State Revolving Fund Program, Small Community Wastewater Program,
- SRTS and SR2S (Safe Routes to Schools)
- Active Transportation Program (ATP) Funding
- Highway Safety Improvements Program (HSIP) Funding
- Federal Transportation Funding thru Caltrans Local Assistance
- Community Development Block Grant (CDBG) Funding

TKE** is **prepared** to **help MSWD** achieve its **mission** in **providing, protecting, and preserving** our most **valuable resource** – **water!

PROJECT / PROGRAM MANAGEMENT

TKE has managed publicly funded design projects throughout our history. The breadth of experience and technical skill of our staff enable us to manage a wide variety of projects, ranging from major infrastructure to the restoration and rehabilitation of significant historical structures. We ensure that all work is completed in accordance with funding

contract specifications, terms, conditions, state and federal laws and regulations, and client policy.

Our management portfolio includes:

- Utilities Improvement Projects
- Facilities Improvement Projects
- Major Infrastructure Projects
- Reconstruction and Rehabilitation Projects
- Pavement Rehabilitation Projects
- Street Widening Projects
- Signing and Striping Projects

TRAFFIC SIGNAL PROJECTS CIVIL ENGINEERING

- Potable and Recycled Water Infrastructure Planning and Design
- Water System Reservoirs and Pumping Facilities
- Water and Wastewater Treatment Systems
- Sanitary Sewer Infrastructure Planning and Design
- Sanitary Sewer Gravity Main, Force Main, and Lift Stations
- Storm Drainage Infrastructure Planning and Design
- Capital Improvement Programs (CIPs)
- Retention / Detention Basins
- Storm Drain and Channels
- Floodplain Analysis and Mapping
- Hydrologic Studies / Hydraulic Design
- Storm Water Pollution Prevention Plans (SWPPP)
- Sediment and Erosion Control Facilities
- Hydromodification Studies / Water Quality Management Plans (WQMPs)
- Pavement Rehabilitation
- Pavement Management Systems
- Local Streets and Road Design
- Street Widening
- Grading Studies, Design and Earthwork Analysis
- Neighborhood Improvement Preservation
- Traffic Signal Design
- Traffic Studies and Warrant Analysis
- Traffic Impact Studies

SURVEYING, MAPPING, AND RIGHT-OF-WAY ENGINEERING

TKE provides Land Analysis services for many projects. Our Surveying and Mapping experts provide these services:

- Construction Layout/Staking
- Right-Of-Way Engineering
- Boundary Surveys
- Construction Surveys
- Design Surveys
- Legal Description Surveys
- Aerial Mapping
- A.L.T.A. Surveys
- Topographic Surveys
- Control Surveys
- Easement Surveys
- Transportation Improvements
- Land and Real Estate Evaluations
- Grade Separations
- Street Widening

PLAN CHECKING

TKE has provided numerous municipalities and agencies throughout Southern California with consulting services and staffing for every facet of Public Works including MSWD for the past 23 years. In addition, we have worked on multi-million dollar regional mega projects for a variety of government agencies. TKE recognizes the importance of staffing based on a client's need and workload. Our flexible support and qualified staff enables our clients to serve their community in a cost effective and efficient manner.

TKE provides experienced, highly qualified staff with significant technical expertise and strong public relations skills for plan checking. TKE is fully capable of providing staff on a full-time, part-time, on-call or interim basis plan checker. Please refer to our project team presented below together with our corporate resumes to verify our team's technical ability to deliver these services.

TKE has provided similar services to those requested here for a number of different agencies.

TKE understands that MSWD development and capital improvement standards were developed to meet the needs of that particular community. TKE has developed a thorough understanding of these standards together with the needs of the community. For each project that TKE is assigned, TKE will verify compliance with MSWD standards. Furthermore, with our extensive experience, TKE will be able to recommend improvements to these standards to ensure expedited project delivery and enhanced public infrastructure.

COMMUNITY OUTREACH / PUBLIC RELATIONS

Depending on MSWD's needs, TKE's strategies are designed to reach, inform, and involve constituents and stakeholders of planning proposals, projects and programs. If requested, we can provide opportunities for interested parties to comments, enabling actionable analysis and results for feedback received. TKE's outreach methods result in building greater consensus and public buy-in. Services include the design, planning and execution of:

- Marketing campaigns
- Public information meetings / Groundbreaking ceremonies
- Project branding
- Project website design and construction
- Bilingual project collateral materials (brochures, presentation boards, etc.)
- Graphic design

SECTION 3 | APPROACH TO THE SCOPE OF WORK

A. PROJECT APPROACH

Whether the services required are planning, design, survey or construction related, successful project delivery is our goal. Our definition of successful project delivery is:

- Project completion that meets all project requirements and specifications through:
  - Programming
  - Site Planning
  - Preliminary Design
  - Program Verification
  - Design:
    - Schematic Design
    - Design Development
    - Construction Documents
    - Specifications
- Project Completion on Schedule
- Project Completion within Budget

Our goal is not limited to any one phase of a project only but includes the incorporation of value engineering and constructability review. Through the examination of specific design and construction alternatives, we will identify the most cost-effective project alternative that meets projects requirements and will provide for the greatest opportunity for expedited construction, which allows us to consistently deliver projects that use public resources in a very wise and responsible manner. We have developed this project approach in order to maintain an expertise in our core business of public works projects with tight budgetary constraints.

To achieve our goal, we approach our projects by first developing a project plan. Our project plan considers the major issues described below and development of project tasks (Scope of Services) to be performed by the design team, preparation of task budgets and preparation of a schedule to complete each task. Prior to beginning preparation of a project plan and Scope of Services, we would perform the following:

- Detailed Review of the Project
- Preliminary Research and Data Collection
- Client Inquiries
- Field Reconnaissance

IMPLEMENTATION PLAN

TKE's implementation plan includes the following key elements which we routinely provide for each of our projects:

> ***The TKE Team** is comprised of **experienced, self-motivated professionals** who will **quickly learn** and **adapt** to **MSWD's Capital Project Delivery Process.***

PROJECT MANAGEMENT

TKE provides effective project management services to a variety of clients. We have successfully delivered extensive and highly visible water, wastewater, street improvement, traffic improvement, drainage improvement, water, wastewater and facility improvement projects for the County of San Bernardino and Riverside, Coachella Valley Association of Governments, Cities of Coachella, La Quinta, Needles, Banning, Calimesa, Moreno Valley, Chino, Glendora, El Monte, South El Monte, Corona, Highland, Hesperia, Colton, Upland, Fontana, Yucaipa, Rialto, Redlands, Wildomar, Lake Elsinore, and Riverside; and for the Municipal Agencies San Bernardino Municipal Water Department, Rubidoux Community Services District, , East Valley Water District, Three Valleys Municipal Water District, Monte Vista Water District, Rancho California Water District, and Maywood Mutual Water Company. TKE's approach has consistently allowed our partner agencies to fulfill their missions of delivering the best value for the public's investment.

TKE's management approach includes:

MONTHLY PROGRESS REPORTS

TKE documents project progress for all projects assigned to TKE by a comprehensive project management summary. The summary includes

project name and related number, description of progress, budget status, schedule compliance, and anticipated upcoming accomplishments.

COMMUNICATION

Communications with MSWD staff is another important component to effective project management. In addition to the monthly progress reports, TKE meets with clients as needed to ensure the projects are proceeding as anticipated. We document each discussion or meeting with notes and electronically mail them to the project team within three days of the meeting / conference indicating action items and a schedule for completion of these items.

RECORD KEEPING

TKE keeps records in an organized filing system both in hard copy and electronic forms. This organized filing system allows TKE to access records immediately should they be needed.

MEETINGS

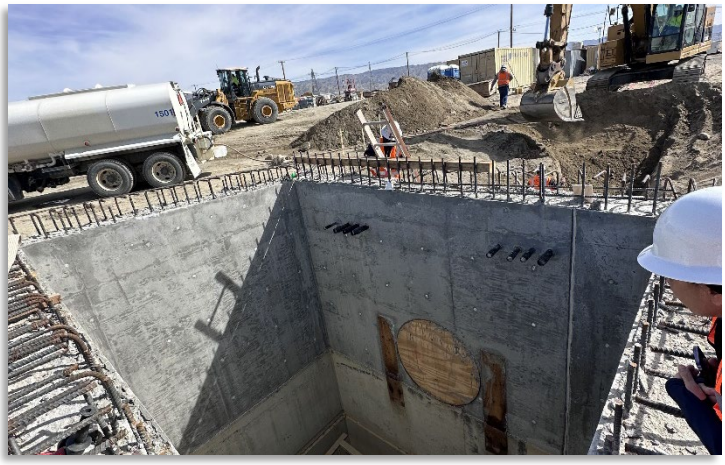
TKE meets with project stakeholders as needed including the public, permitting agencies, utilities, etc. We meet with them at the project's onset and throughout the course of project development to ensure all stakeholder project needs are considered in the project design. All meeting preparation (City/Board Staff Reports, agendas, exhibits, slide shows, etc.) will be prepared by TKE for each meeting. Again, meetings will be documented. TKE has provided numerous similar presentations to Councils/Boards (closed sessions, council meetings, community meetings, etc.).

TEAM MEETINGS

Team meetings include all parties that have any interest in the project development. In particular, the MSWD's Engineering Department and design consultants will be close working partners with TKE in project development and environmental compliance for capital projects. TKE will function as an extension of MSWD staff in meeting and coordinating with design consultants, while ensuring accurate minutes are kept for all pertinent meetings to ensure critical design decisions are memorialized and adhered to throughout the design and/or construction process.

CIP PROJECT MANAGEMENT

Project management will be an essential element in all types of project delivery. Effective communications will lead to effective management. Management will include weekly reviews of project budget and schedules and regular meetings with all project shareholders.



Mission Springs Water District | Regional Water Reclamation Program Management

For all projects, the most important aspect of management will be to ensure that MSWD's interests are protected to the maximum extent possible and project schedules are met. TKE will ensure that public funds and impact fees are used for the benefit of the community. Any deviation from standards and requirements will be referred to the Engineering Manager, and TKE will implement direction given by MSWD. Maintaining excellent communications will prevent any project processing misunderstandings and will avoid project delays. TKE management techniques always result in efficient project delivery.

Managing other consultants is another area that TKE excels. Due to our extensive variety of project experience, specifically in these types of roles, TKE has a vast amount of knowledge with all public works improvement projects and operating as owner representative. With this understanding, TKE is able to manage others and avoid any costly project changed conditions and delays.

REGULATORY, SUBDIVISION MAP ACT AND CITY STANDARDS COMPLIANCE

Another primary function of TKE staff is to verify compliance with aspects of federal, state, and local

laws as well as the subdivision map act and City standards. TKE is already well versed with federal, state and local development law and the map act requirements. Further, TKE will familiarize ourselves with City standards verifying that all construction related to engineering components, are constructed in accordance with these requirements and standards.

FEDERAL / STATE FUNDING COMPLIANCE

TKE will verify that all construction activities, records management and processing are completed in accordance with project requirements including Caltrans Construction Manual and Federal / State requirements. TKE is already working closely with Caltrans Local Assistance on numerous other projects and is very familiar with funding requirements ensuring that MSWD's projects will be delivered efficiently. TKE also has current experience with Caltrans District 8 preparing requests for authorization to proceed to construction, programming change requests, and variance to finance letter requests to conform to actual bid amounts. In addition, TKE has experience in performing grant administration with the State Water Board and Department of Water Resources (both directly and via the Mojave Integrated Regional Water Management Group).

FINANCE AND ADMINISTRATION

TKE is familiar with a number of funding sources for capital improvement projects. TKE has prepared numerous applications and administered these funds for a number of agencies. TKE has extensive experience with Federal and State funded projects including:

- Highway Safety Improvement Program (HSIP)
- Transportation Enhancement Program (TE)
- Congestion Management & Air Quality (CMAQ)
- Safe Routes to School (SRTS)
- Community Development Block Grant (CDBG)
- U.S. EPA Clean Water Grant
- U.S. Army Corp Environmental Infrastructure
- U.S. HUD Community Development Block Grants
- Active Transportation Program (ATP)
  - Safe Routes to School (SR2S)
- Road Repair and Accountability Act of 2017 (SB1)
  - Local Partnership Program (LPP)
  - Local Planning Grants
  - Local Street and Road Maintenance and Rehabilitation
- Mobile Source Reduction Committee (MSRC)
- TDA Article 3
- Rubberized Asphalt Concrete (RAC)
- CA EPA Clean Water SRF
- Proposition 1 and 68
  - Drinking Water SRF
  - Clean Water SRF
  - Storm Water Grant Program
  - Integrated Regional Watershed Management Program
  - Flood Management Program

We will apply this knowledge to process current projects and continue to work with City staff to match funding streams with proposed capital improvement projects.

ENVIRONMENTAL COMPLIANCE

Environmental permitting for projects within the CIP may be complex and involve coordination with multiple jurisdictional agencies, in addition to the normal CEQA analysis and determination. Our preliminary review of the CIP indicates that many projects projected will qualify for a categorical exemption. Notwithstanding, TKE has experience in successfully managing Initial Studies, Mitigated Negative Declarations, and Environmental Impact Reports. Other projects may require some additional environmental permit requirements including Clean Water Act (CWA) Section 404 permits from the United States Army Corps of Engineers, CWA Section 401 or Lake and Streambed Alteration permits from the Regional Water Quality Control Board, Section 1602 Permits

from the California Department of Fish and Wildlife, and potential US ESA Section 7 permitting from the United States Fish and Wildlife Service. TKE has experience in the acquisition of each of these different permit types and will provide excellent management and oversight to ensure environmental compliance permitting is implemented.

PROJECT BUDGETS AND SCHEDULING

TKE has extensive experience in monitoring budgets and evaluating project / construction schedules to ensure delivery of projects that are within budget and on-schedule. The evaluation of the budget and schedule will consist of comparing historical design / construction phase costs and time frames, best practices, agency and manufacturer recommendations, budget and scheduling requirements against the approved contracts. The review of this will take into considerations input from Subject Matter Experts (SME), stakeholders, project plans / specifications, the risk register, and the approved budget and schedule.

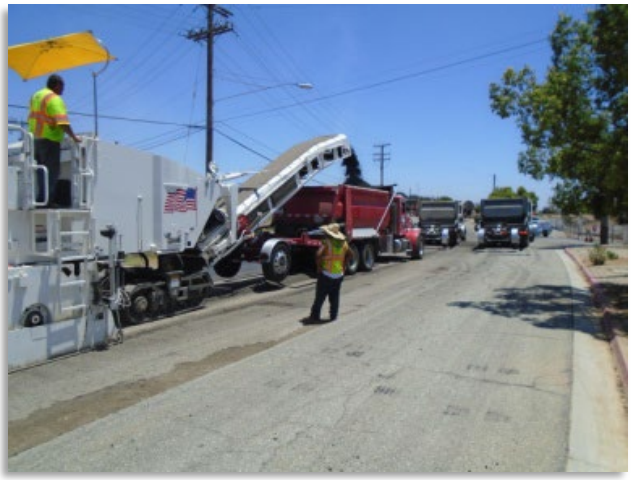
The main reason for the evaluation of the budgets and schedule is to ensure that resources, equipment, materials, and staff (personnel, contractors, and inspectors) are available when needed and projects delivery meets MSWD's requirements. The availability of personnel, alternate priorities, multiple levels of approval, unfamiliarity with the project, internal / external politics, and numerous other factors can impact both the project budget and schedule. TKE has the experience to oversee the project budget scheduling with consultants and contractors to identify potential cost or time overruns and apply corrective action to mitigate any potential impacts.

CONSTRUCTION MANAGEMENT

Construction management is an essential element in project delivery. Effective communications will lead to effective management.

For construction projects, project requirements, project schedule compliance and budget tracking will be important. Project requirements will be assessed by TKE staff and presented to City's management staff. Upon receipt of direction from City staff, TKE staff will be responsible to verify that construction is completed in compliance with those project requirements. TKE's effective construction management techniques will ensure that compliance will occur.

As noted above, maintaining the project schedule will be one of the most important tasks. Further, maintaining excellent communications will prevent any project processing misunderstandings and will avoid project delays. TKE's developed management techniques have resulted in efficient project delivery throughout our 22 year history.



City of Calimesa | Citywide Pavement Rehabilitation

STRICT CONSTRUCTION COMPLIANCE

In order to ensure cost controls and maintain project budgets, it is imperative that City employ an experienced construction management and inspection team. Our construction management and inspection team has consistently delivered projects on-time and within budget by maintaining an active dialogue and hands on approach with the project contractor, while ensuring that all construction is consistent with the bid plans and specifications. We are familiar with applicable standards and specifications, including but not limited to numerous San Bernardino County Cities, County of San Bernardino, CalTrans, and Greenbook.

INSPECTION

TKE provides experienced, highly qualified staff with significant technical expertise and strong public relations skills for inspection services. All of TKE's inspectors have a background within design and construction, enabling TKE to provide well

rounded inspectors capable of understanding the requirements to construct a project and who are capable of identifying potential change orders and design deficiencies before they occur. TKE is fully capable of providing staff on a full-time, part-time, on-call or interim project basis. Please refer to our project team, together with our corporate resumes to verify our team's technical ability to deliver these services.

TKE has provided similar services to those requested here for a number of different agencies. TKE understands that each jurisdiction has its own development and capital improvement standards that were developed to meet the needs of that particular community. TKE has a thorough understanding of these standards together with the needs of the community needs. For each project that TKE is assigned, TKE will verify compliance with all applicable standards. Furthermore, with our extensive experience in other jurisdictions, TKE will be able to recommend improvements to these standards to ensure expedited project delivery and enhanced public infrastructure. Our inspection portfolio includes:

- Daily review and documentation of construction activities (daily reports and digital photo of significant issues and milestones)
- Monitor Contractor's daily labor force for compliance with state & federal labor laws.
- Field verification of traffic control procedures and consistency with approved Traffic Control Plan
- Coordinate with agencies and different stakeholders to ensure smooth progress of construction activities
- Monitor project schedule
- Verify quantities and assuring quality control
- Field observations of construction activities
- Maintain complete and accurate project records compliant with Caltrans manual
- Review and recommend approval / disapproval of monthly progress pay estimates
- Verify NPDES and SWPPP compliance
- Prepare weekly statement of working days
- Review RFI's, change orders and progress payments
- Coordinate punch list and as-built plans
- Ensure that materials and completed work comply with plans specifications and design criteria
- Implement security procedures
- Issue notices for safety concerns and violations
- Coordinate with survey, material testing and other construction consultants
- Review and ensure compliance with control documents, submittals, RFI's, change orders, and work change directives
- Compliance with Caltrans encroachment permit requirements, if required
- Preparation of punch list
- Coordinate project closeouts activities which include staff report, Notice of Completion, release of retention, warranty walk, and archiving documents.

DISPUTE RESOLUTION

TKE's construction managers are highly skilled with and have provided dispute resolution on a number of past projects. The keys to avoiding potential costly and time-consuming disputes are knowledge, communication and organization. Our construction managers pride themselves on thorough research and review of the project plans and specifications and existing knowledge and understanding of Caltrans, Greenbook and other standard plans and specifications. Their effective communications skills ensure that all stakeholders are constantly advised of project progress and requirements. Their proactive organizational program effectively manages the construction schedule, documents action items with required

follow-up and continuous schedule reviews and anticipate needs for future action items. Our project manager's 'can do' approach to all project issues nearly always results in resolution. They are non-combative with all project stakeholders, maintaining professional working relationships with each stakeholder regardless of conflict. Their perseverance and vast knowledge and experience of issues will resolve challenges while protecting City's and local jurisdictional agencies interests.

CONFLICT RESOLUTION

One of TKE's greatest strengths is conflict resolution. Through our history, not one of TKE's projects has resulted in litigation. We use a proactive approach to conflict resolution that includes continuous communications, development of alternative proposals and reason. Our not-confronting project and construction management approach has proven success.

PUBLIC RELATIONS

TKE's Construction Manager and Inspector are experienced with public relations associated with construction projects. TKE performs initial site visits to all potentially affected properties to discuss the upcoming project and any potential concerns the property owner and/or tenant may have. TKE identifies improvements that will benefit the property owners to help them understand the importance of project construction. Our approach builds a project coalition with the property owners and tenants which reduces public complaints at City Council meetings and provides a sense of ownership with the project. TKE's Inspector also performs routine visits during construction to check on the property owners concerns and to see if there are any issues that need to be mitigated.

CITY STAFF REQUIREMENTS

For all projects, TKE will require MSWD to provide records of existing improvement drawings and copies of any centerline ties and benchmarks during the records research phase. In addition, MSWD will also be required to provide final direction on alternatives, critical design options, and plan check comments at all pertinent phases of design. TKE is familiar with MSWD's GIS system, the resources it provides, and using it as a tool to relieve burdensome requests to City staff. Further, TKE has been working with MSWD for over 10 years and has developed a vast understanding of MSWD's needs and maintained a database of records that will be used to support CIP delivery.

TKE Engineering, Inc. | AT A GLANCE

City/District Engineer
TKE is the City District Engineer in 10 Cities/Districts

Staff Augmentation
TKE currently provides Staff Augmentation in 10 Cities / Counties / Districts

Municipal On-Call Contracts
TKE currently provides Civil Engineering Design, Project Support, and Survey services for more than 30 Cities / Counties / Districts throughout Southern California

Size of Organization
43 Professional Engineers, Project Managers, Surveyors, Plan Checkers, Inspectors, Designers, Construction Managers, and Support Staff

Location of Office
TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507

Years in Business
TKE has conducted business for the past 23 years and has 23 years of experience in providing street widening and design services for municipal client projects

Company Structure
TKE is a California Corporation founded in June 2000. TKE has no affiliates or subsidiary companies. California Business License Number: 00109901
TKE DIR No. 1000413173

Firm Owners
Michael P. Thornton, P.E., P.L.S., M.S. – President
Terry Renner, P.E., Q.S.D. – Senior Vice President
Steven W. Ledbetter, P.E. Vice President

Mission Spring Water District Point of Contact
Steven Ledbetter, P.E.
Vice President
2305 Chicago Avenue
Riverside, CA 92507
Phone: (951) 680-0440
Email: sledbetter@tkeengineering.com

SECTION C | CONSULTANT INFORMATION

1. FIRM BACKGROUND

TKE Engineering, Inc. (TKE), a California Corporation, was established in 2000, and in the last 23 years has developed into one of Southern California's premier full-service consulting engineering, surveying and construction management firms. TKE was established with the goal of providing turnkey services for municipal projects in order to benefit our community. As a result of the focus of a firm on this mission, TKE has earned a reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of work. We are a highly motivated, dynamic firm with the goal of being your preferred consultant. TKE has been providing design and survey services to municipalities for street improvement projects for the past 23 years.

TKE provides turnkey design and survey services to numerous municipalities throughout Riverside, San Bernardino, and Los Angeles Counties. TKE routinely provides the following municipal services: Project Development, CIP Design, Surveying, Traffic Engineering, Project Management, Plan and Map Checking, Program Management, construction management, inspection, Utility Company Coordination and Management, Public Outreach, Grant Funding, CDBG, HUD and Federally/State Funded Project Management, and Construction Surveying services. Our wide range of services and history with Mission Springs Water District (MSWD) provides our team with an intimate knowledge and experience of the common pitfalls associated with each project variation and our past history of successfully overcoming these challenges. This allows our team to provide quick and efficient decisions to be made related to design, which helps to reduce the potential for delays and keeps the project on schedule.

TKE is currently providing On-Call general engineering services as well as construction management and inspection services on the RWRF treatment plant and sewer project. We are committed to providing high quality, comprehensive services to meet all of MSWD's needs. TKE's Project Manager will be in contact with MSWD staff and our subconsultants weekly to ensure that the project is progressing on

schedule and within the allocated budget. It is this personal touch and contact that define our "local service" approach. We consider ourselves community builders and take ownership of projects assigned to TKE, ensuring that our personnel are highly trained and active to keeping the design on schedule and the project within budget using our superior communication and management skills.
Our experience with MSWD and in the low desert region, water and waste water expertise, communication skills, numerous accomplishments, as well as management skills, will help maintain continuity in the delivery of MSWD's capital project. TKE takes a team approach to all projects and emphasizes the importance of constant communication between all members of the team, from the client to the contractor and other consultants.

LEGAL AND FINANCIAL CONDITION

TKE's organizational structure has steadily grown since our inception 23 years ago, which provides us with a solid foundation and ensures successful completion of this project. In TKE's 23 years of business, not a single TKE project has gone through litigation. TKE has an annual gross revenue of more than $10 million and there are no financial conditions that may impede TKE's ability to provide services, or complete any projects as outlined in the RFP and Professional Services Agreement. No conditions or organizational conflicts of interest exist that will affect the ability of TKE to perform the required duties as described in this proposal.

Michael P. Thornton, P.E., P.L.S., M.S. – Principal in Charge

Education
Bachelor of Science – California State Polytechnic University, Pomona, Civil Engineering

Masters of Science – California State University, Long Beach, Civil Engineering

Experience
34 Years

Credentials
California Professional Civil Engineer #44226

California Professional Land Surveyor #6867

Mr. Michael P. Thornton, President, will ultimately be responsible for all services provided by TKE.

Mr. Thornton has over 34 years of experience as a civil engineer. He has worked on a variety of public works engineering projects including water system improvements, wastewater system improvements, and recycled water system improvements, street improvements, park improvements, bike trail improvements and drainage improvements, projects. Mr. Thornton has been responsible for all project aspects including funding administration, planning, evaluating, and designing these projects and has provided construction engineering and surveying services for these same projects.

In addition to project related experience, Mr. Thornton has provided consulting engineering services to various communities as its City/District Engineer. City/District Engineering duties include, public staff management, land development processing, CIP development, including budgets and funding sources, regulatory agency coordination and permitting, public presentations, CEQA compliance processing, and responses to public inquiries.

Steven W. Ledbetter, P.E. – Project Manager

Education
Bachelor of Science – California State Polytechnic University, Pomona, Civil Engineering (Environmental)

Experience
19 Years

Credentials
California Professional Civil Engineer #84044

Mr. Ledbetter has over 19 years of professional experience in the civil engineering industry. He has handled various critical and challenging projects from planning through design and implementation; all while ensuring that a quality product which meets specifications is delivered on schedule. He has a well-rounded background with experience in preparation and analysis of street and utility improvement plans and specifications, potable and non-potable water, wastewater, and drainage; utility master planning including computer modeling, analysis, and report preparation; water supply planning including feasibility studies, urban water management plans, water supply assessments, and verifications; storm water compliance reporting including water quality management plans and, storm water pollution prevention plans, permitting and grant writing for various State and Federal agencies.

Mr. Ledbetter has provided On-Call services listed herein to MSWD directly over the last 4-years and indirectly over the last 10 years. He has significant knowledge of MSWD and the Coachella Valley

Mr. Ledbetter's greatest attribute is his ability to deliver projects and his vast experience ensures success again and again. He also understands the importance of working as a team member. Mr. Ledbetter understands that he will be given direction from MSWD staff and fully understands the need to maintain proper protocol while providing services. He further understands that his role will be to implement a design that meets the needs of the MSWD while maintaining the project budget.

Terry M. Renner, P.E., Q.S.D. – Project Manager

Education
Bachelor of Science – California State Polytechnic University, Pomona, Civil Engineering

Experience
20 Years

Credentials
California Professional Civil Engineer #69984

California Qualified SWPPP Developer #24329

Arizona Professional Civil Engineer #55194

Mr. Terry Renner will be responsible for all day to day management of the services provided by TKE.

Mr. Renner has over 20 years of project and construction management experience for all types of public works,

civil engineering, and surveying projects. He has extensive experience in the design and construction of public works improvement projects, including water systems, recycled water systems, street widening, pavement rehabilitation, traffic signal, drainage systems, sewer systems, ADA enhancements, and pedestrian enhancement improvements projects.

As a project manager, Mr. Renner has been responsible for design production, supervising a staff of engineers and drafters, coordinating work between the production team and the client, and for submitting all deliverables in a timely manner. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the plans produced by TKE continue to exceed industry standards.

Ronald A. Musser, P.L.S. – Senior Surveyor

Education
Riverside Community College

Experience
52 Years

Credentials
California Professional Land Surveyor #4230

Mr. Musser has over 52 years of experience in performing field and office surveying and plan checking services for public and private projects including water, wastewater, recycled water, drainage, roadway and highway projects. He has performed design topographic surveying and construction staking on all of TKE's respective design and construction management projects and map checking over the past 13 years. In addition, he has prepared records of survey, parcel maps, tract maps, lot line adjustments, right-of-way acquisition, easement acquisition, and lot mergers in San Bernardino County, Riverside County, Los Angeles County, Orange County, and San Diego County. He has performed boundary, topographic, ALTA, and precise level surveys as well as Global Positioning Surveys. Mr. Musser currently provides on-call survey and map checking services to the City's of Upland, Hesperia, Wildomar, Azusa, Pico Rivera, Highland, and Calimesa.

*Resumes for key personnel may be found as an attachment at the end of this proposal.

ADDITIONAL RESOURCES

TKE may engage sub-consultants to aid in completing the proposed scope of work. TKE has a long history of successfully partnering with the sub-consultants presented below to deliver capital projects:

LOR Geotechnical Group, Inc.

LOR is a multi-disciplinary geotechnical, engineering, and consulting firm providing sound solutions and innovative strategies in the geotechnical, geologic, environmental, and construction inspection fields for their clients since 1988.

LOR has a multi-disciplinary staff of highly qualified and experienced licensed professionals who hold registrations in the State of California. LOR's principals are directly involved in the implementation and completion of its professional services. All of the field and laboratory personnel that will work on MSWD projects have been employed by the firm for over 10-years. Their engineers, geologists, and technical support personnel are committed to serving MSWD with personal, timely, and technically superior service. We believe that you will find our understanding of our duties for this contract to be unsurpassed and our individual and combined experience will assure you that we will deliver what is expected. LOR should have the ability to provide the anticipated geotechnical engineering and materials testing services in-house, without the use of subcontractors.

LOR provides a comprehensive organization of qualified personnel to support the technical need of MSWD's projects. LOR is Small Business Certified. Their laboratory is currently approved by the California Department of Transportation (Caltrans). Our field and laboratory personnel are Caltrans, International Code Council (ICC), American Concrete Institute (ACI), and American Construction Institute Association (ACIA) certified. Our organizational chart and resumes of the key personnel are also provided within this proposal.

Over the past five years they have provided on-call geotechnical testing and inspection services to the following Public Works and Capital Projects Departments: City of Big Bear Lake, Indio, Moreno Valley, Perris, Riverside, Santa Monica, Yucaipa, and we have also provided our services to the Counties of Riverside and San Bernardino.

A thorough understanding of site conditions is crucial to the success of any project. LOR has implemented a

Quality Assurance Program (QAP) that has aided in this firm's quality of work and minimizing the errors as much possible throughout our long history. In the event an error may occur, our clients will be notified immediately and a plan to fix the error will be determined immediately to minimize the impact to the project. In their history LOR has provided a similar scope of services for numerous agencies.

For their Preliminary Geotechnical Investigation Reports they have experienced engineers and geologists that use proven site investigation techniques to accurately characterize the surface and subsurface environment. State of the art equipment is used to explore and sample the soil, rock, and groundwater conditions. In-place soil testing is performed in order to accurately evaluate the site conditions. Their fully equipped laboratory provides proven testing methods to evaluate the mechanical properties of the soil. All laboratory and field data are processed through computerized geotechnical integration programs.

Their geotechnical engineers evaluate the proposed projects with respect to the site conditions and provide recommendations to optimize project development. Recommendations are provided to guide site selection and preparation, foundation design, pavement design, slope construction, erosion control, and general site grading.

LOR has provided geotechnical engineering services for over three thousand projects within southern California, many of which lie within the Coachella Valley. Among the types of geotechnical engineering services provided are: pavement rehabilitation design including complete removal and replacement, inlay/overlay, pulverization, asphalt recycling, subgrade stabilization, specialized design to minimize section thickness without minimizing the integrity of the section, slope stability analysis, liquefaction analysis, pipeline excavation and construction design, and best management practice storm water infiltration testing and design.

Tom Dodson and Associates

TDA incorporated in 1983, is an environmental consulting and regulatory compliance firm. Tom Dodson (President) is involved in day-to-day operation of the firm and is also involved in each project undertaken by TDA. This approach provides the company owner with knowledge and input into each project, thus ensuring that each project receives the firm's high standard for product quality.

A common theme of all TDA projects is compliance with environmental requirements while meeting project schedules. TDA works with clients to meet schedules and identify reasonable and ethical environmental requirements. For every project, TDA has found there is a mutually acceptable balance between development goals and the need to protect the environment. TDA strives to define this balance for clients and regulators and present workable solutions that both parties can accept as the basis for implementation of projects. With over 40 years of collective experience in environmental problem-solving, TDA has been remarkably successful in meeting client and environmental objectives.

TDA is capable of providing a full range of environmental and regulatory compliance services. This includes an in-house biological staff capable of providing biological resources evaluations, as well as, revegetation and habitat restoration capabilities. TDA professionals bring more than 40 years of environmental and regulatory compliance experience to each assignment. TDA conducts environmental and regulatory compliance work for more than 100 firms and agencies with a single goal which is to make each project succeed for both the client and the environment.

TDA has provided planning and environmental consulting services for various water, hazardous waste management, biological evaluations, and base reuse projects. TDA has also prepared the environmental compliance documents needed for such projects. These documents have ranged from Initial Studies and Negative Declarations to full Environmental Impact Reports (EIRs) that meet California Environmental Quality Act (CEQA) requirements. In addition, TDA has prepared environmental documents for projects on federal land that meet the requirements of the National Environmental Policy Act (NEPA).

Over the years TDA has worked with MSWD on numerous water and wastewater projects. Work performed was for CEQA and State Water Board State Revolving Fund (SRF) projects. The most notable recent project with MSWD was for the "West valley Water Reclamation Facility" TDA worked with both TKE and MSWD to publish an Initial Study and Environmental Impact Report (IS/EIR). The IS/EIR was approved by the MSWD Board and TKE submitted it as a CEQA Plus

package to the State Water Board for an SRF loan to fund the proposed reclamation facility.

\JCA Engineering, Inc.

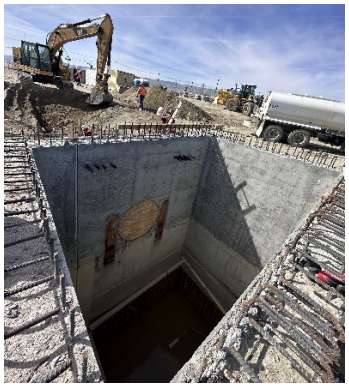
JCA Engineering (JCA) has been dedicated to providing state of the art electrical engineering services. Mr. James Corns, Principal Engineer, offers more than 20 years of experience. Projects successfully completed within the last year, including efficient public works facilities, represent total construction values exceeding $40 million.

SECTION 4 | EXPERIENCE

A. EXPERIENCE IN PERFORMING SIMILAR WORK

TKE takes pride in our reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of work, and believes that a high level of quality is needed on all CIP Projects. It is our standard to demonstrate proactive leadership and implement effective planning and management practices. As MSWD's qualified professional consultant, our team will adopt MSWD's Project Delivery Process and ensure best practices are being implemented for timely project delivery completed within budget. As MSWD's reliable service provider, we will strategically apply lessons learned from our collective years of experience to deliver quality services.

This section showcases TKE's depth and breadth of resources, which will be led by our team of expert key personnel. The following project examples showcase our team's experience in performing work of a similar nature to the scope provided in the RFP. This experience highlights our ability to effectively manage and coordinate the services requested.



REGIONAL WATER RECLAMATION PROGRAM MANAGEMENT

Mission Springs Water District, City of Desert Hot Springs, CA

Client Contact: Mr. Arden Wallum
Mission Springs Water District
Phone Number: (760) 329-5169
Email: awallum@mswd.org
Project Cost: $68,000,000
Completion Date: On-Going

DESCRIPTION

Mission Springs Water District (MSWD) retained TKE to prepare a preliminary engineering analysis that evaluated expanding an existing WWTP or building a new regional WWTP. Ultimately, MSWD selected to proceed with a new regional WWTP, the Regional Water Reclamation Facility (RWRF). Thereafter, TKE was retained to be the program manager for the for the development of the RWRF and associated projects. As program manager, TKE is responsible for coordinating the design, hydrogeological analysis, environmental compliance processing, and construction of the RWRF, a new Regional Conveyance Trunk Sewer to deliver wastewater to the RWRF, and the M-2 Collection System to connect 695 parcels to the sewer system for treatment by the RWRF. In addition, TKE is in charge of grant funding and permit acquisition. In 2022, TKE secured $68 million in grant funding for the project. The project includes coordination with the State Water Resource Control Board, Regional Water Quality Control Board, Air Quality Management District, other agencies, and other consultants.

SERVICES

Services include preliminary engineering, benefit-cost analysis, project planning and scoping, Board report preparation and presentations, prepare grant funding applications and management, preparation of wastewater flow projection report, technical report and design review, prepare RFPs, environmental compliance services, prepare right-of-way acquisition documents, provided program/project management, regulatory and stakeholder meetings and presentations, perform construction management and inspection.

KEY STAFF

Steven Ledbetter, PE
Terry Renner, PE, LS, QSD
Shelby Kelley, EIT
Ron Musser, PLS

RELEVANCE TO MSWD

* *Management of the Program from Inception to Date*
* *Program Sequencing*
* *Value Engineering*
* *Managing CEQA Compliance*
* *Managing Permitting*
* *Coordination with City, County, RWQCB, and State Water Board*
* *SRF and Grant Acquisition and Administration*



REGIONAL CONVEYANCE FORCE MAIN AND TRUNK SEWER

Mission Springs Water District, Desert Hot Springs, CA

Client Contact:	Mr. Arden Wallum Mission Springs Water District
Phone Number:	(760) 329-5169
Email:	awallum@mswd.org
Project Cost:	$9,000,000
Completion Date:	On-Going

DESCRIPTION

Mission Springs Water District (MSWD) retained TKE to conduct a preliminary engineering analysis that evaluated potential service areas, trunk sewer/force main alignments, wastewater flow rates, lift station capacity analysis, and other preliminary design criteria needed to identify the preferred alignment of the Regional Conveyance Force Main and Trunk Sewer and potential flow diversions to the Regional Water Reclamation Facility (RWRF). TKE is also responsible for final design and contract documents for approximately 3 miles of the preferred Regional Conveyance Force Main and Trunk Sewer alignment from the intersection of Dillon Road and Avenida Manzana to the RWRF. The project includes environmental compliance and geotechnical investigation, along with coordination with developers, other agencies, Regional Water Quality Control Board, and other consultants.

SERVICES

Services include Preliminary Engineering, Opinion of Probable Cost, Planning System Alternatives, Sewer Hydraulic Modeling Analysis, Design, Topographic Surveying, and Preparation of Plans, Specifications, and Estimates, Construction Management, Inspection and Construction Staking.

KEY STAFF

Terry Renner, PE, LS, QSD

Steven Ledbetter, PE

Octavio Parada

Shelby Kelly, EIT

Ron Musser, PLS

RELEVANCE TO MSWD

- *MSWD Construction Management and Inspection Experience*
- *Sewer Design*
- *Project Sequencing*
- *Managing CEQA Compliance*
- *RCTD Permitting*
- *Coordination with City, County, RWQCB, and State Water Board*



RECYCLED WATER PIPELINE

City of Hesperia, CA

Client Contact: Mr. Nils Bentsen
Phone Number: (760) 947-1025
Email: nbentsen@cityofhesperia.us
Project Cost: $16M
Completion Date: December 2018

DESCRIPTION

TKE prepared engineering construction documents for the City of Hesperia for construction of 8 miles of recycled water pipelines ranging for 16" to 8" in diameter including, plan and profiles, specifications, cost estimates, and DWR funding management. In addition, TKE is providing construction assistance services, grant funding management and inspection for pipeline construction.

SERVICES

Services include records research, planning, system modeling, hydraulic analysis, hydraulic modeling, report and cost estimate preparation, construction document preparation, utility coordination, right-of-way acquisition, cost estimation, construction assistance, inspection and grant fund management assistance.

KEY STAFF

Terry Renner, PE, QSD
Octavio Parada
Ron Musser, PLS

RELEVANCE TO MSWD

- *Recycled Water Design*
- *Utility Relocation/Coordination*
- *Design/Construction Surveying*
- *Railroad Permitting*
- *SCE Permitting*
- *Right-of-Way Engineering*
- *Easement Acquisition/Property Owner Coordination*



CALIMESA CREEK BASIN AND STORM DRAIN

City of Calimesa, CA

Client Contact: Ms. Bonnie Johnson
Phone Number: (909) 795-9801
Email: Bjohnson@cityofcalimesa.net
Project Cost: $7.3M
Completion Date: November 2022

DESCRIPTION

The Calimesa Creek Storm Drain Improvements Project is located in the Cities of Calimesa and Yucaipa south of County Line Road between the Interstate 10 Freeway and 5th Street. The project includes the design of 2,000 linear feet of 96" storm drain pipe and open channel improvements and includes design of a 53 Acre-Foot detention basin for flood control and hydro-modification purposes, providing 100-Year flood conveyance storm drain protection and low flow diversion to the existing Calimesa Creek. Design will also include walking trails and maintenance roads alongside of the improved channel alignment.

SERVICES

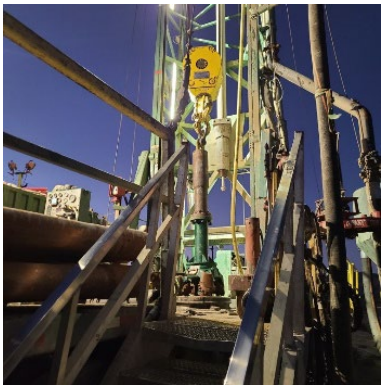
Services include pre-project planning, development, preliminary engineering, hydrology and hydraulics, design, project grant writing, environmental compliance, state and federal funding coordination, utility relocation coordination, right-of-way acquisition and permitting.

KEY STAFF

Terry Renner, PE, QSD
Steven Ledbetter, PE
Octavio Parada

RELEVANCE TO MSWD

- *Major Drainage Infrastructure*
- *Regional Flood Control Basin*
- *Connection to County Flood Control Facility*
- *Extensive Utility Coordination and Permitting*
- *Hydraulics/ Hydrology Modeling*



WELL NO. 16 AND TRANSMISSION MAIN

City of Needles

Client Contact: Ms. Rainie Torrance
Phone Number: (760) 326-5700 x 140
Email: rtorrance@cityofneedles.com
Project Cost: $3.8 Million
Completion Date: March 2022

DESCRIPTION

The Well No.16 and transmission main project is located along Needles Highway, north of Interstate 10, in the City of Needles. TKE prepared the design plans, specifications, and estimates, and provided bidding support and construction management services for the new production well and transmission main. The project was required to provide potable water supply backup and remove inefficiencies in the existing distribution network. The project included design of the well pump and motor, above ground discharge piping, appurtenances, 2,750 linear feet of 16" transmission pipeline, shade structure, electrical system, SCADA system integration, and connections to the existing system.

SERVICES

Services include records research, design survey, coordination with agencies and consultants, preliminary engineering, utility verification, permitting, design, cost estimating, bidding support, and construction management.

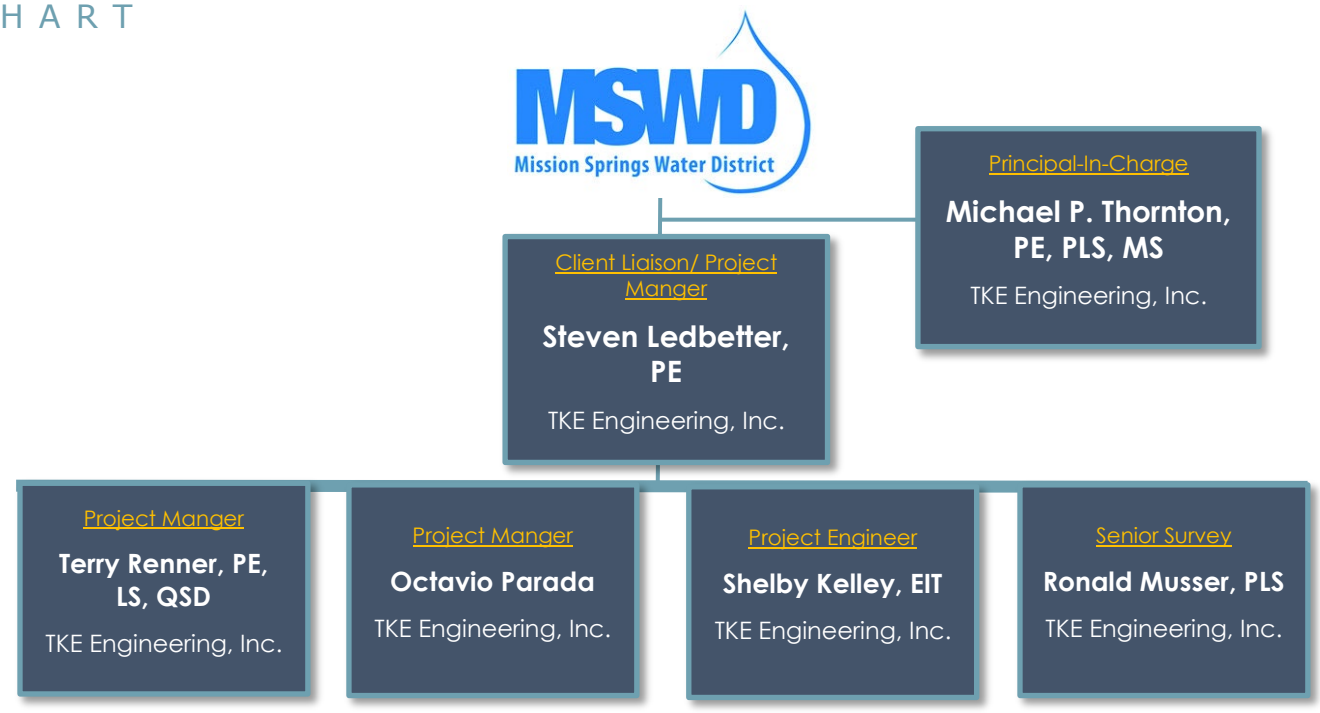
KEY STAFF

Steven Ledbetter, PE
Shelby Kelley

RELEVANCE TO MSWD

- *Well Design*
- *Utility Coordination*
- *Design Surveying*
- *Permit Coordination*

B. ORGANIZATIONAL CHART



TKE SUPPORT TEAM
(40+ Members)

Michael P. Thornton PE, PLS | *President*
Michelle Arellano, P.E. | *Senior Plan Check Engineer*
Brett Enscoe | *Survey Party Chief*
Mycal Balta | *Public Works Inspector*
Steve Dukett | *Managing Director Development Services*
Monae Pugh | *Traffic Engineering Specialist*
Patrick Palafox | *Senior Public Works Inspector*
Brad Enscoe | *Senior Public Works Inspector*
Tyler Ault | *Senior Public Works Inspector*
Jeff Lantosh | *Senior Public Works Inspector*
Brian McDuffie | *Senior Public Works Inspector*
Nelson Blackwell | *Senior Public Works Inspector*
Michael Counce | *Senior Public Works Inspector*
Naeem Dulloo | *Senior Public Works Inspector*
Brittany Simmons | *Proposal Coordinator*
Michelle Sells | *Accounting/Office Manager*
Jennifer Cioffi, PE | *Project Manager*
Steve Nix, PE, PLS | *Senior Engineer*
Marvin Lara, EIT | *Assistant Construction Manager*
Travis Bradshaw | *Associate Engineer*
Jose Martinez | *Associate Engineer*
Alex Estepa | *Associate Engineer*
Jose Hernandez | *Associate Engineer*
Metehan Gumustekin, EIT | *Associate Engineer*
Chance Renner | *Associate Engineer*
Emmanuel Perez | *Engineering Assistant*
Jayden Renner | *Engineering Technician*
Nyesha Burnatte | *Engineering Technician*
Daniel Melero | *Engineering Technician*
Deana Vilches | *Clerical*
Tracey McLoughlin | *Clerical*
Jeannette Barlow | *Clerical*

SECTION 5 | REFERENCE

AGENCY	CONTACT NAME	CONTACT INFO
Mission Springs Water District 908 Park Avenue Calimesa, Ca 92320	Arden Wallum General Manager	P: (760) 329-6448 awallum@mswd.org
City of Hesperia 9700 Seventh Avenue Hesperia, CA 92345	Nils Bentsen Deputy City Manager	P: (760) 947-1018 nbentsen@cityofhesperia.us
County of San Bernardino 222 W. Hospitality Lane San Bernardino, CA 92415	Noel Castillo Assistant Director- Planning and Operation	P: (909) 387-7916 Noel.Castillo@dpw.sbcounty.gov
City of Needles 817 3rd Street Needles, CA 92363	Patrick Martinez Director of Development Services	P: (909) 326-5740 pmartinez@cityofneedles.com
City of San Bernardino Municipal Water Department 1350 SE Street San Bernardino, CA 92408	Ted Brunson Water Utility Director	P: (909) 384-5095 tedb@sbmwd.org
San Antonio Water Company 139 N. Euclid Avenue Upland, CA 91786	Brian Lee General Manager	P: (909) 982-4107 Blee@sawaterco.com

Please refer to the project examples listed in Section 4 of this proposal to see detailed descriptions regarding where TKE has worked with each of the references listed above.

Uploaded separately via PlanetBids.

SECTION F | DISCLOSURES

Uploaded separately via PlanetBids.



MICHAEL THORNTON, P.E., P.L.S., M.S.

PRINCIPAL-IN-CHARGE

TKE Engineering, Inc.

EDUCATION

MS, Civil Engineering, California State University, Long Beach

BS, Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS

Registered Civil Engineer, PE 44226 (CA)

Professional Land Surveyor, LS 6867 (CA)

AFFILIATIONS

American Society of Civil Engineers

American Water Works Association

California Rural Water Association

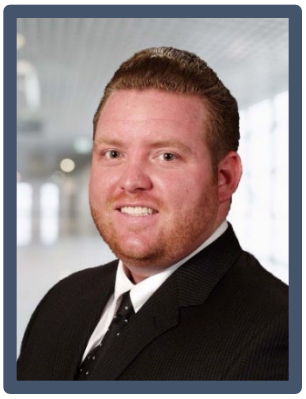
American Public Works Association

American Council of Engineering Companies

Mr. Thornton, TKE's President, is in charge of all TKE projects. He has over 35 years of experience in engineering planning, design, land surveying and construction management for public works projects. He has worked on a variety of public works engineering projects including water system improvements, sewer system improvements, street improvements, park improvements, bike trail improvements, drainage improvements, and reclaimed water system improvements projects. Mr. Thornton has been responsible for managing including funding administration, planning, evaluating, and designing these projects and has provided construction engineering and surveying services for many of these same projects.

DETAILED PROJECT EXPERIENCE

- **I-15 Sewer Lift Station**, *Hesperia, CA* - Mr. Thornton was Principal-in-Charge for services on the sewer lift station project he oversaw the design to accept wastewater flows from existing and proposed developments at Interstate 15 and Ranchero Road, and the surrounding community of approximately 110 acres. The analysis included defining the tributary area, calculating existing, near-term, and ultimate wastewater flows (0.94 MGD, 1.78 MGD, and 2.56 MGD, respectively), calculating head loss, selecting pumps, and designing the wet well and piping system. TKE identified two self-cleaning high efficiency 25 hp wastewater pumps with variable frequency drives. The pumps were selected based on its peak efficiency (76%) under ultimate head and flow conditions, while maintaining good efficiency (65%) under initial head and flow conditions.
- **San Bernardino Avenue Trunk Sewer**, *City of Fontana, CA* - Mr. Thornton was Principal-in-Charge for services on the San Bernardino Avenue Trunk Sewer and provided project and construction management, coordination with stakeholders and agencies, flow generation calculations, model preparation, flow monitoring analysis, cost estimating and report preparation for the San Bernardino Avenue Trunk Sewer System, an area encompassing approximately 9,400 acres covering the majority of the San Sevaine redevelopment project area. The study limits were State Route 210 to the north, Maple Avenue to the east, San Bernardino Avenue to the south and East Avenue to the west. The trunk sewer construction included 22,000 linear feet of 42" and smaller diameter lined RCP and VCP sewer pipe, two siphon structures, interconnections with gated manholes to major sewer crossings and residential and commercial laterals.
- **Mission Springs Water District** - Mr. Thornton previously served Mission Springs Water District as its District Engineer for a period of 8 years. He worked with staff to manage more than $20 million in water and wastewater improvement projects. Services included budget development and management, management of other consultants and presentations to their board of directors.
- **2017 Water Master Plan Update**, *City of Coachella, CA* – Mr. Thornton served as the Principal-in-Charge for this project to prepare an update to the City's previous 2007 Water Master Plan (WMP). The WMP evaluated the City's existing water system and planned the facilities to meet increased future water demands. The evaluation included future planned development projects and the City's most current General Plan Update report. The WMP forecasted out to the year 2035 and a capital improvement plan (CIP) was developed out of the findings and recommendations in the WMP. The project services include research, coordination with agencies, hydraulic calculations, model preparation, preliminary engineering, cost estimating, exhibit preparation, CIP development and presentation to City Management Staff.



STEVEN LEDBETTER, P.E.

CLIENT LIAISON / PROJECT MANGER

TKE Engineering, Inc.

EDUCATION

B.S, Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS

P.E. License Number 84044 (CA)

AFFILIATIONS

Riverside-San Bernardino Counties Branch, American Society of Civil Engineers

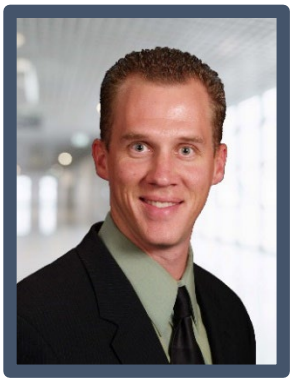
American Public Works Association, Coachella Valley Board Member

American Council of Engineering Companies of California

Mr. Ledbetter has over 23 years of professional experience in the civil engineering industry. He has handled various critical and challenging projects from planning through design and implementation; all while ensuring that projects are executed as per specification in the stipulated time with quality. He has a well-rounded background with experience in: preparation and analysis of street and utility improvement plans and specifications including potable and non-potable water, wastewater, and drainage; utility master planning including computer modeling, analysis, and report preparation; water resource planning and management including feasibility studies, urban water management planning, water supply assessments and verifications, integrated regional water management planning, and groundwater management planning; storm water compliance reporting including water quality management plans and storm water pollution prevention plans and; and grant writing and administration for various State and Federal agency programs.

DETAILED PROJECT EXPERIENCE

- **Regional Water Reclamation Program,** *Mission Springs Water District, CA* – Mr. Ledbetter is providing program management services for the development and construction of the District's Regional Water Reclamation Program (RWRP). The RWRP includes planning, design, and construction of a regional wastewater treatment plant, interceptor conveyance system, and local wastewater collection systems. Mr. Ledbetter is managing the completion of the RWRP, including: participation and management of funding acquisition; staff, board, consultant, funding agencies, and public coordination and communications; assessment district formation; State Revolving Fund (SRF) and grant application processing; State invoicing and reporting; environmental compliance processing; preliminary engineering preparation; plans, specifications, and cost estimates (PS&E) preparation; bidding and construction; and all related services to successfully complete the RWRP**.**
- **Eastgate Building No. 1 Water Supply Assessment**, *San Bernardino, CA* – The proposed Eastgate development project includes 658,500 square feet of industrial floor space on approximately 97.48 acres of land. The development will consist of a warehouse building for air cargo use located at San Bernardino International Airport. The development has an estimated water demand of 223 acre-feet per year. As project manager, Mr. Ledbetter is providing an assessment of the water supplies available to serve the development over a 20-year period.
- **IRWM Agency Representative,** *Coachella Valley Regional Water Management Group (CVRWMG)* – Beginning in 2016 and continuing through today, Mr. Ledbetter represent Mission Springs Water District at technical coordination and public outreach meetings related to the CV Integrated Regional Water Resource Management Program. His responsibilities included representing the District at the meetings, review of technical memorandums and other project deliverables, assistance with grant funding applications, grant administration, and presentations to the District's board of directors and public.
- **Well No. 16,** *City of Needles, CA* - Mr. Ledbetter is currently managing the design and construction of a new production well, Well No. 16, and transmission main located along Balboa Place and South of McShans Lane in the City of Needles. The project includes design of the well pump and motor, above ground discharge piping, appurtenances, 2,750 linear feet of 16" transmission pipeline, shade structure, electrical system, and SCADA system integration. The project includes restrained joints, system appurtenances, and connections to the existing systems and interconnections to City of Needles Water.



TERRY RENNER, P.E., Q.S.D.

PROJECT MANAGER

TKE Engineering, Inc.

EDUCATION

B.S, Civil Engineering, California State Polytechnic University, Pomona

CERTIFICATIONS

Caltrans SWPPP Certified QSP/QSD Training

REGISTRATIONS

P.E. License Number 69984 (CA)
Qualified SWPPP Developer and Practitioner #24329

AFFILIATIONS

Riverside-San Bernardino Counties Branch, American Society of Civil Engineers

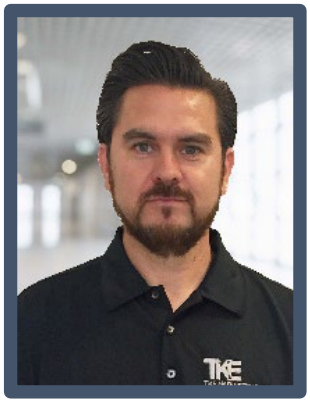
American Public Works Association

American Council of Engineering Companies of California

Mr. Renner is the Senior Vice President of TKE and has 25 years of experience in civil engineering infrastructure projects, including transportation and traffic improvements, drainage improvements, sewer and water improvements, facilities improvements and recreation improvements. He has managed numerous grant funded (Federal and State) projects and has delivered projects for the Cities of Coachella, Highland, Calimesa, Yucaipa, Fontana, Rialto, Upland, Riverside, and Redlands. As a construction manager, Mr. Renner has been responsible for supervising a staff of inspectors, construction coordination and scheduling, utility relocation coordination, public relations, submittal review, coordination with subconsultants, weekly progress meetings, request for information responses, storm water management, progress payments, change order review and negotiations, labor compliance, and project closeout. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the projects managed and delivered by TKE continue to exceed industry standards.

DETAILED PROJECT EXPERIENCE

- **Baseline Gardens Consolidation Project***, East Valley Water District, San Bernardino, CA* – Mr. Renner provided project and construction management services for the Baseline Gardens Consolidation Project which is located in the City and Unincorporated Area of San Bernardino County north of Baseline Road. Proposed improvements provided replacement of all existing water main, service laterals and meters and appurtenances for the previously owned Baseline Gardens Mutual Water system which was consolidated by East Valley Water District with State grant funding. TKE provided construction management and inspection services for approximately 18,000 linear feet of water system replacement improvements and 480 service laterals including, pipeline, valves, fire hydrants, meters and appurtenances.
- **2017-18 Annual Water Replacement Program**, *City of Hesperia, CA* – Mr. Renner was the Project Manager for this project which consists of replacement of 42,600 linear feet of 4" aging pipelines with 8-inch pipe and related appurtenances. Typical pipeline appurtenances for the project include, control valves, fire hydrants, air vacuum release valves, blowoffs, and water service piping to construct to the existing water meters which will remain. In addition, the project includes over 60 connections to existing water mains.
- **1158 Zone Recycled Water Program**, *City of Fontana, CA* – Mr. Renner was the Project Manager and Design Engineer for this project, which TKE prepared preliminary engineering report, utility permitting, plans, specifications, and estimates for the construction of approximately 50,000 linear feet of recycled water mains ranging from 6" to 24" in diameter. The project included San Bernardino County Flood Control District bridge crossings, DWR pipeline crossings and Southern California Edison easement crossings. TKE prepared a preliminary engineering report that identified potential users, projected use amounts alignment alternatives to provide service, environmental impacts and service retrofits. TKE also assisted with a funding application and processing of the application with the State of California State Water Resource Control Board.



OCTAVIO PARADA

PROJECT MANAGER

TKE Engineering, Inc.

EDUCATION

Bachelors of Science (B.S), Autonomous University of Baja California, Mexico (UABC)

CERTIFICATIONS

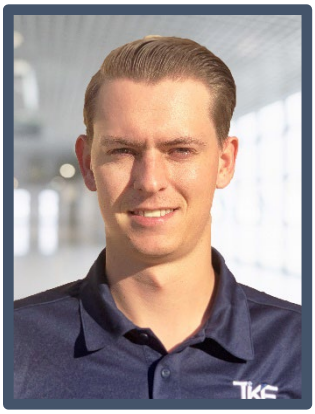
Certificate (1996), Traffic Engineering for highways, Secretary of Transport and Communication (SCT-Mexico)

Certificate (2007), CAD Pilot Boot Camp for Civil 3D, CVIS

Mr. Parada has over 26 years of progressive experience in civil engineering in the public works sector as well as the private sector. He is result-driven, proactive and detail-oriented with a proven track record of successfully handling and delivering a wide variety of complex and challenging projects. He is dedicated to ensure that projects exceed industry standards and consistently finishing under budget and schedule. Through his career, Octavio has accumulated extensive experience in planning, designing and project completion for more than 30 miles of roadways, street widening, medians, traffic calming, roundabouts, signing and striping modifications, bicycle lanes, pedestrian facilities for major corridors, arterials, collectors and residential streets, including water improvements, sewer improvements, drainage improvements, grading plans and computerized system modeling for drainage master plans. Finally, Octavio has worked in the private sector for commercial and industrial development as technical director managing projects from the conceptual stage, through planning, designing, bidding, construction, and project completion under project specifications and exceeding client expectations.

DETAILED PROJECT EXPERIENCE

- **Pearmain Street Relief Sewer Project**, *City of Adelanto, CA* - Mr. Parada performed design and project management services for City on Pearmain Street and Auburn Road between approximately 1,300 feet east of US Highway 395 and Air Expressway. This project consists of the construction of 9,000 linear feet of pipe with diameters ranging from 21" to 15", utilizing Polyvinyl chloride pipe, manholes, stub outs, 110 linear feet of 30" bore and jack steel casing, existing manhole replacement with diversion manhole, reconnection of existing undersized 12" sewer and connections to existing sewer manholes. Proposed wastewater system improvements provide relief for the existing 12" sewer which has insufficient capacity to convey current and proposed development flows.
- **Pacific Avenue Water Pipeline Improvements Project**, *Rubidoux Community Service District* – Mr. Parada Assisted in the design and preparation of 5400' linear feet of watermains ranging from 16" to 8" in diameter, utilizing ductile iron and Polyvinyl chloride pipe, pipeline appurtenances, fire hydrants, 60 linear feet of 24" bore and jack steel casing. The project also included coordination of future street and storm drain improvements with riverside county transportation department and flood control district.
- **1158 Zone Recycled Water Program,** *City of Fontana, CA* – Mr. Parada assisted in the design and preparation of approximately 50,000 linear feet of recycled water mains ranging from 6" to 24" in diameter. The project included San Bernardino County Flood Control District bridge crossings, DWR pipeline crossings and Southern California Edison easement crossings. The project included preparation of preliminary engineering report that identified potential users, projected use amounts alignment alternatives to provide service, environmental impacts and service retrofits. Assistance with a funding application and processing with the State of California State Water Resource Control Board.
- **Central Avenue Water Replacement Project**, *City of Upland, CA* – Mr. Parada assisted in the design and preparation of 3500' linear feet of 12" CML&C waterline, pipeline appurtenances, service laterals and fire hydrants.



SHELBY KELLEY, E.I.T.

PROJECT ENGINEER

TKE Engineering, Inc.

EDUCATION

B.S, Civil Engineering, San Diego State University

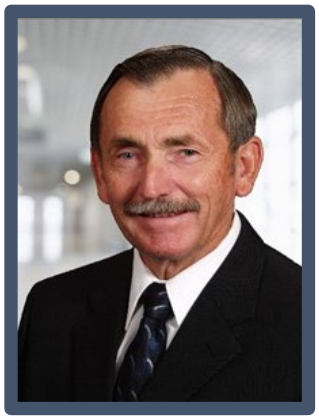
REGISTRATIONS

Engineer in Training; E.I.T. Number 171121

Mr. Kelley is an Associate Engineer of TKE Engineering, Inc. and has 6 years of experience in civil engineering design and construction of infrastructure projects, including sewer and water improvements, drainage improvements, transportation improvements, facilities improvements, and construction methods. Mr. Kelley has been responsible for assistance with design of water and sewer plan/profile, lift stations, treatment plant facilities, preliminary design exhibits, and cost estimates. He has delivered projects for Mission Springs Water District and the Cities of Adelanto, Chino, Fontana, Hesperia, Highland, Needles, and Rialto.

DETAILED PROJECT EXPERIENCE

- **Regional Water Reclamation Facility,** *Mission Springs Water District, City of Desert Hot Springs, CA* – Mr. Kelley is currently assisting in performing construction management and office engineering services for the construction of the new Regional Water Reclamation Facility located near 20th Avenue and Little Morongo Road in the City of Desert Hot Springs. The $43,000,000 project includes the construction of a 1.5 MGD Sequence Batch Reactor (SBR) wastewater treatment plant that will dispose treated secondary effluent in on-site disposal ponds. The project also includes an operations and administration building that will house a solids processing area, chemical storage area, maintenance area, administrative area, electrical room, and blower room. Mr. Kelley provides support in submittal and RFI review, change order review, progress payment review/approval, labor compliance, coordination with utilities, permitting, grant reimbursement and coordination with District representatives.
- **Well No. 16,** *City of Needles, CA* - Mr. Kelley assisted with the design of the new Well No. 16 and Waterline located along Balboa Place and South of McShans Lane in the City of Needles. The project includes well pump, above ground piping, appurtenances, discharge piping and shade structure. Along with the design of the proposed well, Mr. Kelley assisted with the design of 2,750 linear feet of 16" Ductile Iron pipe designated along Well Access Road and Balboa Place. The project includes restrained joints, system appurtenances, and connections to the existing systems and interconnections to City of Needles Water.
- **Horton Wastewater Treatment Plant Tertiary Filter,** *Mission Springs Water District, City of Desert Hot Springs, CA* – Mr. Kelley is currently assisting with the design of a pump station and tertiary filters located at the Horton Wastewater Treatment Plant in the City of Desert Hot Springs. Tertiary Filter design consisted of modifications to existing distribution box, pumping structure, 590 linear feet of 24" Ductile Iron pipe, Aqua-Disk Tertiary Filter, 600 linear feet of 4" Ductile Iron pipe for metered backwash line to influent pump station and proposed distribution box.
- **White Avenue Drainage,** *City of Adelanto, CA* - Mr. Kelley assisted in the design of a 38,000 square foot drainage basin, inlet and outlet facilities, curb, gutter, and sidewalk located near White Avenue and Pearmain Street. The project will effectively improve flood control, eliminating current flooding along the transportation corridor, enhance water conservation from the rainfall within the vicinity, storm water, and provide water to the region.



RON MUSSER, P.L.S.

SENIOR SURVEYOR

TKE Engineering, Inc.

REGISTRATIONS

P.L.S. License Number (CA): 4230

Mr. Musser has over 55 years of experience in performing field and office surveying and plan checking services for public and private projects including roadway and highway projects. He has performed design topographic surveying and construction staking on all of TKE's respective design and construction management projects and map checking over the past 10 years. In addition, he has prepared records of survey, parcel maps and tract maps in San Bernardino County, Riverside County, San Diego County, Orange County and Los Angeles County. He has performed boundary, topographic, ALTA, and precise level surveys as well as Global Positioning Surveys. Mr. Musser currently provides map checking services to the cities of Calimesa, Upland, Azusa, Pico Rivera and El Monte.

DETAILED PROJECT EXPERIENCE

- **Regional Water Reclamation Program,** *Mission Springs Water District, CA* **–** Mr. Musser is providing all survey, construction staking, and mapping services for the development and construction of the District's Regional Water Reclamation Program (RWRP). The RWRP includes planning, design, and construction of a regional wastewater treatment plant, interceptor conveyance system, and local wastewater collection systems. Mr. Musser is dealing with all survey related items in the completion of the RWRP, including: survey control, street and topographic survey, mapping, coordination with the City and Planning Department, constriction staking, preparation of grade/tie-sheets, confirming final grades and elevations, and all related services to successfully complete the RWRP**.**
- **On-Call Survey and Map Checking Services,** *City of Calimesa, CA* - Mr. Musser provides on-call map checking services to the City of Calimesa. Mr. Musser is providing map checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.
- **On-Call Survey and Map Checking Services,** *City of Hesperia, CA* - Mr. Musser provides on-call map checking services to the City of Hesperia. Mr. Musser is providing map checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.
- **Upland Basin,** *City of Upland, CA* – Mr. Musser provided topographic design survey, aerial target placement, ALTA survey, Parcel Map preparation and construction staking for the 1300 acre-foot flood control and aquifer recharge basin project that included DSOD jurisdictional facilities, inlet and outlet facilities, and related work. The project included preparation of basin, street improvements, storm drain, spillway, and structural detail construction documents (drawings, specifications, and estimates), hydrology and hydraulic analyses, environmental compliance, storm water pollution prevention plan preparation, right-of-way acquisition, aerial mapping, and related civil engineering services.



Prepared By:

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

EXHIBIT B

TKE ENGINEERING, INC.

RATE SCHEDULE
2024–2025

	HOURLY RATE
Principal in Charge	$155.00
Project Manager/Construction Manager/Licensed Surveyor	$150.00
Senior Engineer/Project Engineer (PE)/Senior Plan Checker	$145.00
Associate Engineer	$135.00
Assistant Engineer/Plan Checker/Designer	$130.00
AutoCAD Technician	$120.00
Engineering Technician	$100.00
Clerical	$ 85.00
Forensic Engineering	$195.00
Expert Witness Testimony	$330.00

SURVEYING SERVICES

2-Man Survey Crew (Prevailing Wage)	$260.00

CONSTRUCTION SERVICES

Senior Construction Inspector (Prevailing Wage)	$135.00
Construction Inspector (Prevailing Wage)	$125.00

REIMBURSABLE COSTS

In-house Reproduction	Cost
Printing and Materials	Cost + 10%
Express Mail/Courier/Next Day Service	Cost + 10%
Special Subconsultant Services	Cost + 10%

Mission Springs Water District
On-Call General Engineering for FY24/25
Proposed Task Order Budget Request

Projects	FY22/23 Actual	FY23/24 Actual	FY24/25 Proposed Task Order Budget	Notes
02-General District Engineering Services	$ 57,095.00	$ 43,717.50	$ 20,000.00	On-going assistance to engineering department as directed by GM and Engineering Manager, including assistance with developing agreements and securing grant funding with the USACE, developing RFPs/RFQs, plan checking, preparing monthly Board reports, and biweekly CIP and Water Resource project progress meetings.
11-Integrated Regional Water Management Plan	$ 33,550.00	$ 23,530.00	$ 25,000.00	On-going CVRWMG project management, including attending monthly meetings, preparing quarterly progress reports for grant funded projects, assisting with grant applications and developing project charters for grants.
51-Mission Creek Subbasin	$ 22,750.00	$ 16,242.50	$ 17,500.00	On-going MCSB SGMA assistance, including attending quarterly general manager meetings, preparing quarterly hydrographs, and assisting with preparation of the SGMA annual report.
61-SGMA San Gorgonio Pass Subbasin	$ 1,745.00	$ 2,740.00	$ 3,500.00	On-going SGPSB SGMA assistance, including attending periodic GSA meetings, preparing quarterly hydrographs, and assisting with preparation of the SGMA annual report.
78-SNMP Planning and Workplan	$ 9,395.00	$ 14,915.00	$ 20,000.00	On-going SNMP Update assistance, including attending monthly Steering Committee meetings, Technical Advisory Committee meeting, reviewing and commenting on technical memoranda (three TMs expected in this FY), and coordination with the District's independent 3rd party technical reviewer.
83-Water/Wastewater Master Plan PM	$ 8,720.00	$ 22,145.00	$ 10,000.00	Project management assistance for completion of the final water and sewer master plans, including review and commenting on report chapters and CIP projects, and attending meetings as required.
87-TDS Impact Evaluation Workplan Project Management	$ 5,900.00	$ 7,642.50	$ -	Project completed FY24.
88-GQPP Area M-2 Design Project Management	$ 6,297.50	$ 9,145.00	$ 7,500.00	Project management assistance for obtaining SWRCB approval of bid package, coordination with AECOM to address any final comments, and bidding support services.
89-GQPP Area A and G Design Project Management	$ 17,140.00	$ 4,620.00	$ 5,000.00	Project management assistance including attending monthly design progress meetings and plan check of the 100% design package.
91-Supplemental Environmental Project	$ 14,350.00	$ 1,907.50	$ -	Project completed FY24.
93-Viento LS & FM Plan Check	$ -	$ 4,400.00	$ -	Project completed FY24.
94-Area M2 Waterline Replacement	$ -	$ 45,550.00	$ -	Project completed FY24.
95-Rancho Descanso Tract 38200 CM and Inspection	$ -	$ 44,010.00	$ 15,000.00	TKE has $75k in approved budget remaining for CM and inspection; however, with a majority of construction complete, work anticipated in FY25 includes inspection of setting valves, manholes, and meter boxes to final grade, pouring concrete rings, final punch list, and project closeout. As such, only $15k budget is anticipated.
96-Viento Development Project WSA-WSV	$ -	$ 17,630.00	$ 3,410.00	Draft report submitted in June; FY25 work includes addressing MSWD and developer comments of the draft report and preparing the Final report.
97-13th Ave, Thomas Ave, & Mission Lakes Blvd Watermain Repairs	$ -	$ 13,355.00	$ 23,545.00	Construction underway; Estimated completion in Fall 2024. TKE has a remaining budget of $23.5k which is expected to be used on FY25.
98-Area D3 Sewer Design Project Management	$ -	$ -	$ 7,500.00	Project management assistance including responding to data requests and RFIs, attending design progress meeting, and plan checking. Design scheduled for completion in Fall 2024.
99-Viento LS, FM, Water, and Sewer CM and Inspection	$ -	$ -	$ 175,300.00	TKE has an approved budget of $175k for CM and inspection. Construction is expected to start in August 2024 and be completed within FY25.
Totals:	**$ 176,942.50**	**$ 271,550.00**	**$ 333,255.00**	
		Total w/out Project #99:	**$ 157,955.00**	

EXHIBIT C

Term, Early Termination & Notice

On-Call Professional General Engineering Services

A. Term of Agreement

This professional services agreement shall be effective upon approval by the parties thereof and shall expire upon (1) one year from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between Mission Springs Water District and TKE Engineering, Inc. for On-Call Professional General Engineering Services in force prior to the effective date of this agreement.

B. Early Termination of Agreement

This agreement may be terminated at any time upon a thirty (30) day written notice from either party, and without fault or claim for damages by either party.

C. Notice

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

OWNER

Attn: Eric Weck
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
eweck@mswd.org

CONSULTANT

Attn: Steve Ledbetter
TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507
sledbetter@tkeengineering.com

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

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

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

DATE: July 1, 2024

PROJECT DIR#: N/A

TITLE: **General Engineering Services – Project Viento Construction Inspection Services**

The undersigned Consultant agrees to furnish the following:

All Work/Services per the attached Exhibit A – Technical Proposal and in accordance with Exhibit B – Rate Schedule as provided by TKE Engineering, Inc. and per Exhibit C – Term, Early Termination & Notice

Contract price $: Not to Exceed $180,000.00

Term: One (1) year from the effective date above

Instructions: Sign and return via email. Upon acceptance by Mission Springs Water District, (sometimes referred to herein as "District") a copy will be promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:	Consultant:
Mission Springs Water District	TKE Engineering, Inc. (Business Name)
By:	By:
Brian E. Macy, PE	Steven Ledbetter
Title General Manager	Title Vice President
Other authorized representative(s):	Other authorized representative(s):
Eric Weck Engineering Manager	Michael Thornton President
Amanda Lucas Contracts Analyst	

Consultant agrees with the Mission Springs Water District that:

a. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees, and authorized volunteers against any and all liability from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder and shall not tender such claims to Mission Springs Water District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

b. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the performance of the work or furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of Mission Springs Water District, its directors, officers, employees, or authorized volunteers.

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

d. Consultant will file with Mission Springs Water District, before beginning professional services, a certificate of insurance satisfactory to Mission Springs Water District evidencing professional liability coverage of not less than $1,000,000 per claim and $2,000,000 annual aggregate, that coverage shall not be cancelled except with notice to Mission Springs Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent, or as otherwise approved by Mission Springs Water District. The retroactive date (if any) is to be no later than the effective date of this agreement. The Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other Consultants (sub-Consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-Consultant meets the minimum insurance requirements specified above.

e. **Verification of Coverage** – Consultant shall furnish the District with certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

f. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or sub-consultants. Consultant will file with Mission Springs Water District, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to Mission Springs Water District evidencing:

Coverage – Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property

damage, bodily injury, personal and advertising injury with limit of at least coverage of not less than two million ($2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as ISO CG 25 03, or ISO CG 25 04 endorsements provided to District), or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if the Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars ($1,000,000) for bodily injury and property damage each accident.

3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Mission Springs Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Mission Springs Water District has received a waiver of subrogation from the insurer. Consultant is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement. Sole proprietors with no employees, acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Mission Springs Water District.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the Mission Springs Water District. The Mission Springs Water District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Member Water Agency.

Required Provisions:

- **Additional Insured Status:** Mission Springs Water District, its directors, officers, employees, and authorized volunteers or using the language that states "as required by written contract." are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the

Consultant including materials, parts, or equipment furnished in connection with such work or operations.

- **Primary Coverage:** For any claims related to this project, the consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District its directors, officers, employees, and authorized volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

- Consultant shall require and verify that all sub-consultants maintain insurance meeting all requirements stated herein, and Consultant shall ensure that Mission Springs Water District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

- The coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.

g. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to Mission Springs Water District at least ten (10) days prior to the expiration date.

h. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other Authorized Representative(s)."

i. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.

j. Consultant hereby specifically represents and warrants to District that is possesses the qualifications and skills necessary to perform the services under this agreement in a competent and professional manner, without the advice or direction of District and that the services to be rendered pursuant to this agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the state of California. Consultant further represents and warrants that it possesses all required licenses necessary or applicable to the performance of the services under this agreement. Professional permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including but not limited to Cal/OSHA requirements.

k. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Mission Springs Water District. Consultant's "Authorized Representative(s)" has (have) the authority to execute such written change for Consultant.

l. Unless otherwise agreed upon in writing, all reports, documents, or other written material, including any documents, images, photographs, video files, or other media created or developed by Consultant as part of the services required hereunder ("Written Products") shall be considered to be "works made for hire", and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and all other proprietary rights, shall be and remain the property of Mission Springs Water District without restriction or limitation upon their use, duplication or dissemination by Mission Springs Water District, except as otherwise provided herein. The Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.

m. District shall hold all intellectual property rights to any data, materials, digital information, and Written Products stored and/or developed pursuant to this agreement. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the data, materials, digital information and Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.

n. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to the Consultant by the Mission Springs Water District or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of an Authorized Representative during the term of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

o. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Mission Springs Water District or the Authorized Representative. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of service. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, Consultant shall provide access to such books and records to the Authorized Representative or his or her designees and shall give the Authorized Representative or his or her designees the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.

p. This Agreement is personal to the Consultant. Any attempt to assign or subcontract any right or obligation hereunder by the Consultant shall be void unless approved in writing in advance by the Authorized Representative. Consultant's services pursuant to this Agreement shall be provided by the representative or directly under the supervision of the representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Mission Springs Water District, by and through the Authorized Representative.

q. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

r. Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of Interest laws, including, but not limited to, the Political Reform Act (California Government Code Sections 81000, et seq.) and California Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates, and subconsultants shall not, without the prior written approval of the Authorized Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute.

s. A waiver by the Mission Springs Water District of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

t. The Consultant shall commence, carry on, and complete all required tasks with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry standards.

u. No Third-Party Beneficiaries. The Mission Springs Water District shall not be obligated or liable under this Agreement to any party other than the Consultant.

v. In no event shall the making by the Mission Springs Water District of any payment to the Consultant constitute or be construed as a waiver by the Mission Springs Water District of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Mission Springs Water District while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Mission Springs Water District with regard to such breach or default.

w. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive

from the losing Party all costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' and experts' fees paid or incurred in good faith.

x. In the performance of the work required by this Agreement, Consultant shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the local County and Municipal Code, ordinances, regulations and policies.

y. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

z. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be the Superior Court of Riverside County, California.

aa. This Agreement represents the entire Agreement between the Mission Springs Water District and Consultant with respect to the subject matter hereto and supersedes all prior oral or written negotiations, representations, or agreements. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns. In the event of any inconsistency between the provisions of this Agreement and Consultant's proposal or Quote, and Exhibits hereto, the provisions of this Agreement shall control.

bb. Precedence of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

cc. Consultant will act hereunder as an independent consultant. This agreement shall not and is not intended to constitute Consultant as an agent, servant, or employee of the Mission Springs Water District and shall not and is not intended to create the relationship of partnership, joint venture or association between the Mission Springs Water District and Consultant.

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

ee. In the event the Consultant performs additional or different services than those described herein without the prior written approval of the Contract Manager, Consultant shall not be compensated for such services. Consultant expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the District in writing.

ff. Consultant shall promptly advise the Contract Manager as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the District.

gg. Consultant shall perform all services in accordance with the terms and conditions of this agreement and the proposal. In the event that the terms of the proposal conflict with the terms of this agreement or contain additional terms that purport to bind the District, the terms of this agreement shall govern and said additional or conflicting terms shall be of no force or effect.

TKE ENGINEERING, INC.

June 11, 2024

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

Subject: **Proposal for Project Viento Water, Sewer, and Lift Station Construction Management and Inspection**

Dear Mr. Weck:
Thank you for the opportunity to provide a proposal for the subject project. Enclosed herein is a comprehensive proposal depicting TKE Engineering, Inc. (TKE's) scope of service and fee to provide construction inspection and supporting services for the Project Viento Water, Sewer, and Lift Station.

PROJECT DESCRIPTION

Mission Springs Water District (MSWD) desires to retain a qualified consulting engineering firm to provide construction management and inspection services for the Project Viento Water, Sewer, and Lift Station (Project). Services include performing project management, construction administration, and inspection of sewer and water infrastructure instillation and associated work.
More specifically, the project includes 3,800 linear feet of waterline improvements, 4,700 linear feet of gravity sewer improvements, 2,750 linear feet of sewer force main, and a 1,200 gpm sewer lift station. The Project is expected to be completed within 125 working days. We anticipate that all three project components will be completed over the 125 working day period stipulated in the RFP.
Based on our recent experience on similar project, we expect an approximately 12-month procurement process for the lift station motor control center and emergency generator. TKE envisions the shifting the overall working days for field construction to accommodate long procurement durations on certain equipment for the project.
TKE has provided these construction related services to MSWD on current and past projects including the Rancho Descanso Water and Sewer Improvement Project, Regional Sewer Conveyance Project, and Well 42 Construction Project.

PROJECT APPROACH

Successful project delivery is our goal. Our definition of successful project delivery is:

- Project completion that meets all project requirements and specifications
- Project completion within budget
- Project completion on schedule

Our approach to this water and sewer improvement project, recognizing that both cost effectiveness and expedited construction are of primary concern, dictates that a very close working partnership between the selected consultant and MSWD is vital to successful project completion. When this is coupled with the various site constraints, it is critical that MSWD choose a construction management team with a proven track record of delivering this water and sewer infrastructure project. With a familiar team of senior level construction professionals, TKE is the right choice for this project.

Our experience tells us that there must be a proactive approach to completing the work in order to complete a cost effective fully functioning public works project. This approach includes early identification of critical elements, and development of project schedule and tasks.

CRITICAL ELEMENTS FOR THE PROJECT

PROJECT MANAGEMENT

The most important key to every public works project is management. TKE, working closely with MSWD staff, will ensure that the project is managed properly to expedite project delivery and protect the District's interest during construction. Project development will generate a series of considerations requiring MSWD responses. Our close working partnership will lead to the proper decisions and ultimately fully operating, cost effective water and sewer utility improvements.

DISPUTE RESOLUTION

TKE's construction manager is highly skilled with and has provided dispute resolution on a number of past projects. The keys to avoiding potential costly and time-consuming disputes are knowledge, communication and organization. Our construction manager prides himself on his thorough research and review of the project plans and specifications and his existing knowledge and understanding of AWWA, Caltrans, Greenbook and MSWD standard plans and specifications. His effective communications skills ensure that all stakeholders are constantly advised of project progress and requirements. His proactive organizational program effectively manages the construction schedule, documents action items with required follow-up and continuous schedule reviews and anticipate needs for future action items. Our project manager's 'can do' approach to all project issues nearly always results in resolution. He is non-combative with all project stakeholders, maintaining professional working relationships with each stakeholder regardless of conflict. His perseverance and vast knowledge and experience of issues will resolve challenges while protecting MSWD interests.

COMMUNITY OUTREACH / PUBLIC RELATIONS

TKE's has extensive experience dealing with community outreach designed to reach, inform and involve affected residents of project limits, traffic impacts, project durations, and removals and replacement of private property improvements. TKE's community relations staff and our inspector will provide personal contact information to all affected residents, businesses, and agencies within the project limits. TKE's project manager and inspectors are familiar with resident coordination to keep the residents informed of construction activities, schedule and ultimately reduce the complaints to MSWD from residents, businesses, and agencies within the project area.

AGENCY COORDINATION

TKE is experienced with utility relocation and permit agency coordination. It is critical to begin agency coordination with affected utility companies and permit agencies as soon as possible to avoid costly delays to the contractor's construction schedule. If the process has not already been started with affected agencies, TKE will begin immediate coordination at the earliest opportunity. Permitting agencies are often extremely cumbersome in getting obtaining permits for project construction. If agency permitting will cause impacts to the project schedule, TKE will coordinate with the contractor to attempt to work around utilities until the permitting can be completed.

TRAFFIC CONTROL AND SITE SAFETY

TKE often provides traffic control plans on numerous construction projects. TKE will review the contractors proposed traffic control plans and provide comments and recommendations to ensure the construction will minimize impacts on the surrounding community and provide for safe and efficient travel through and around the construction zones for both vehicular and pedestrian traffic. It is critical to ensure traffic control does not severely impact normal daily operations any more than necessary.

KEY PERSONNEL'S EDUCATION, EXPERIENCE, AND CREDENTIALS

TKE fully recognizes MSWD's concern for high quality, timely performance, and precise communication when utilizing the services of a consultant. Each project conducted by TKE is managed and staffed by a project team assembled to meet the specific needs of the project. We have assembled a highly qualified and experienced project team, which we believe will best serve your needs.
Below is a summary of education, experience and credentials of key personnel proposed to perform the work in any upcoming projects.



Steven W. Ledbetter, P.E.
Construction Manager

P.E. No. 84044

Mr. Ledbetter is the Vice President of TKE and has over 23 years of professional experience in the civil engineering industry. He has handled various critical and challenging projects from planning through design and implementation; all while ensuring that projects are executed as per specification in the stipulated time with quality. He has a well-rounded background with experience in: preparation and analysis of street and utility improvement plans and specifications including potable and non-potable water, wastewater, and drainage; utility master planning including computer modeling, analysis, and report preparation; water resource planning and management including feasibility studies, urban water management planning, water supply assessments and verifications, integrated regional water management planning, and groundwater management planning; storm water compliance reporting including water quality management plans and storm water pollution prevention plans and; and grant writing and administration for various State and Federal agency programs.

As a construction manager, Mr. Ledbetter has been responsible for construction coordination and scheduling for more than 250,000 linear feet of pipeline construction including, utility relocation coordination, public relations, submittal review, supervising a staff of inspectors and subconsultants, weekly progress meetings, request for information responses, storm water management, progress payments, change order review and negotiations, labor compliance, and project closeout. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the projects managed and delivered by TKE continue to exceed industry standards.

Mr. Ledbetter's greatest attribute is his ability to deliver projects and his vast experience ensures success again and again. He also understands the importance of working as a team member. Mr. Ledbetter understands that he will be given direction from MSWD staff and fully understands the need to maintain proper protocol while providing services. He further understands that his role will be to protect District's interests, ensure a high quality, properly operating water system improvements project is constructed, minimize districts exposure to change orders, cost over runs, and delays, and ensure the community is properly informed throughout construction.



Shelby Kelley, P.E.
Assistant Construction Manager
P.E. No. 95911

Mr. Kelley is an Associate Engineer of TKE Engineering, Inc. and has 7 years of experience in civil engineering design and construction of infrastructure projects, including sewer and water improvements, drainage improvements, transportation improvements, facilities improvements, and construction

methods. Mr. Kelley has been responsible for assistance with design of water and sewer plan/profile, lift stations, treatment plant facilities, preliminary design exhibits, and cost estimates.



Ralph Martinez

Senior Public Works Inspector

10 Hour OSHA
Confined Space
Competent Person
Veriforce Evaluator

Mr. Martinez has a collective 32 years of experience providing public works inspection. Mr. Martinez has successfully delivered a wide range of project types, including, yet not limited to City, Street, and Water projects. Work performed has been to meet and exceed the expectations of public works clients in Riverside, San Bernardino, and Orange County. Mr. Martinez has specialized expertise and knowledge in Project Management, Safety Officer, Quality Control, Overseeing timely completion for Private, Public, and Government projects. He is extremely knowledgeable with public works regulations and construction including Blueprint fluency, Project management, Site safety coordination.



Jeannette Barlow

Public Outreach / Labor Compliance Specialist

Ms. Barlow is the Public Outreach / Labor Compliance Specialist and has a collective of 18 years of experience providing project coordination, including grant writing, public outreach efforts for public works Capital Improvement Projects, and labor compliance. Ms. Barlow has specialized expertise and knowledge related to file structure organization, appointment and event scheduling, social media marketing, screening and directing phone and email correspondence, taking detailed meeting minutes, and developing PowerPoint presentations for project management meetings. Ms. Barlow also has experience in coordinating with multiple agencies, and sub consultants to ensure labor law compliance. Ms. Barlow manages certified payroll and supporting payroll records, ensures we are meeting the requirements for grant funding.

SCOPE OF SERVICES

Construction inspection and supporting services will include Pre-Construction, Construction, and Post-Construction Services described as follows:

TASK NO. 1 – PRE-CONSTRUCTION SERVICES

Pre-construction services include project coordination, material submittal review, and pre-construction conference coordination. Pre-construction services, each are discussed in the following paragraphs:

TASK NO. 1.1 – PROJECT COORDINATION

TKE will first perform a careful review of the contract documents (bid, specifications, contract, and permits) for the Project. While doing so, we will develop a complete understanding and advise MSWD staff of potential construction issues.
Secondly, we will coordinate the project team, including the MSWD staff, TKE's inspector, contractor, and other agency staffs by advising of project schedule and specific project requirements. All conferences will be documented, and documents will be provided to MSWD.
Deliverables: *Constructability Review Memo*

TASK NO. 1.2 – MATERIAL SUBMITTAL REVIEW

TKE will review all project submittals. Each submittal shall be reviewed with MSWD staff as required to verify compliance. Submittals would include:

- Construction Schedule
- Traffic Control and Safety Plans
- Emergency contact list (names & numbers of emergency response personnel)
- Pipe Materials
- Appurtenance Materials (i.e. fire hydrants, valves, service laterals, and associated equipment)
- Manholes

We will maintain a project log for the Project and it will include descriptions of submittals, date received, and date returned. Once the submittals have been reviewed and accepted, they will be signed, dated, and sent to MSWD and project contractor. Submittals will be returned within the time frame specified by the contract documents. The construction schedule will be a critical document. It will be reviewed to verify compliance with the contract documents and will be reviewed bi-weekly to ensure construction is proceeding efficiently.
TKE will provide MSWD a bi-weekly memorandum on submittal review progress.
Deliverables: *Submittals, Transmittals, and Logs*

TASK NO. 1.3 – PRE-CONSTRUCTION CONFERENCE

A preconstruction conference will be held. The conference will be attended by MSWD staff, TKE's Construction Manager and Construction Inspector, the Contractor, together with City representatives,

and representatives of potentially affected utilities as required. Prior to the conference, we will prepare a conference agenda. At the meeting, we will discuss communication protocol requirements, and procedures for contract submittals, contract administration, site access and delivery, and coordination with others. We will document the meeting and distribute meeting minutes to all appropriate parties.
Deliverables: *Agenda and Minutes*

TASK NO. 2 – CONSTRUCTION SERVICES

Construction Services include the following:

TASK NO. 2.1 – CONSTRUCTION ADMINISTRATION

TKE will provide part-time construction management services for the duration of the project (estimated at 125 working days). Prior to beginning construction and throughout the course of construction, we will meet with MSWD staff and contractor. During construction, our construction manager will coordinate all construction activities with MSWD staff, the construction inspector, the quality assurance professionals, other agencies and utility companies. In addition, the construction manager will visit the job site bi-weekly to observe the implementation of traffic control and construction safety. He will document any observed deviations from the safety plans and he will advise the construction contractor, as appropriate, for resolution of observed safety deficiencies. In addition, our construction manager will conduct bi-weekly meetings with the construction contractor to ensure construction is progressing efficiently. We will prepare agendas and minutes for each, and refer to uncompleted business at each meeting and schedule outlook for the following work period. Also, should incidents or issues arise, contractor will be required to submit reports regarding each.
Throughout the course of construction, our construction manager will respond to complaints from the public. We will advise staff of complaints and appropriate resolution. In addition, he will review the construction progress and compare it to the approved project schedules and advise MSWD staff of compliance or deficiencies.
He will review and respond to RFI's and RFC's (including written clarification requests and change-in-plan drawings) regarding the contract documents in order to ensure that the improvements are constructed in compliance with the construction documents. We will provide said responses as required to minimize delays in construction. All RFI's and RFC's will be logged, including content of inquiry and date relayed and date of response.
Our contract administration activities will include progress reviews to ensure that the project is proceeding according to requirements and schedule, bi-weekly progress review meetings with MSWD staff and contractor, and related services. Record keeping will include all correspondence, transmittals, drawings, technical manuals, reports, etc. (both hard copy and electronic formats) related to pre-construction, construction and post-construction phases of each construction contract. The documents will be kept at both our office, and MSWD. Our filing system will be reviewed with MSWD staff in order that they will be able to access documents as required.

Project progress and any changes during construction will be noted on a set of the project's contract documents maintained in our office. If a problem occurs requiring a MSWD decision, we will consult with MSWD staff. The construction manager will attempt to resolve complaints, concerns, and questions from residents and other affected agencies.

Through e-mail, telephone conferences, and regular meetings, the construction manager will keep the MSWD staff informed of project progress, problems that have occurred during construction, and any changes in work. Whenever possible, we will review required changes with MSWD staff prior to making same.

Each month, we will verify that certified payroll has been submitted. We will review the work completed to ensure that the quantities and amounts requested reflect the actual work completed. We will also submit a monthly status report that will advise MSWD of compliance with the project schedule. If the contractor begins to fall behind the schedule, we will request corrective action. In accordance with contract documents, contractor's monthly updates of the project schedule will be reviewed.

Any press inquiries of the project will be referred to MSWD staff.

We will ensure that telephone numbers for normal working hours, evenings, and weekends for our staff, contractor, utilities, and emergency services are provided to all concerned parties.

In addition, we will maintain documents and records utilizing MSWD filing system at the job sites. We will ensure that contractor(s) are submitting proper labor reports, time and material reports, material invoices and/or tickets, certifications, warranties and all other such documents as necessary for a complete and successful project.

Deliverables: *Construction Meeting Agenda and Minutes, RFI and Response Log, Project Records*

TASK NO. 2.2 – CONSTRUCTION INSPECTION

TKE will provide full time construction inspection for the duration of the project's field work (estimated at 125 working days). Our construction inspector will provide daily construction inspection to verify that the project is progressing in compliance with the contract documents and MSWD requirements. He will regularly discuss construction anticipated construction activities to ensure quality compliance and to ensure the project is proceeding efficiently. We will require strict compliance with requirements for all construction activities. All materials will be reviewed against approved material submittals as they arrive on-site.

Our construction inspector will verify public safety provisions have been implemented at the start of each work day, at the construction site. Any deviations will be documented and MSWD will be advised. In addition, he will verify that construction is proceeding in accordance with contract document requirements. System service interruptions will be coordinated with MSWD staff and residents, as required.

We will digitally photograph the activities and maintain copies in the project files and our construction inspector will prepare daily field reports, which will document all observed project activity, including location of the activity, number of workers present, construction equipment used, inspector present, weather conditions, and construction progress. All project documentation will be completed on MSWD standard forms. All documents will be submitted in hard copy and electronic copy formats. TKE will provide all inspection equipment needed.

Deliverables: Daily Field Reports, Site Deficiency Reports, Batch Tickets, Photographs, Accident Reports, Testing Reports, and Summary Reports

TASK NO. 3 – POST CONSTRUCTION

TKE will establish punch-lists for project completion, deliver maintenance bonds and/or manufacturer warranties, insure that all items are satisfactorily completed and we will perform any post-completion project analysis and reporting necessary and as required.

Through the course of construction, the construction manager will document changes by property address on a table. Once the project has been completed, TKE will prepare record table and provide it to MSWD. It will be signed by the construction manager and will reflect the improvements as constructed. Said record table will be based on data furnished by the contractor and our weekly field reports.

We will forward copies of all records in digital format and we will prepare a summary of construction changes, final cost, and schedule revisions. In addition, TKE will provide a final narrative summary report documenting construction activities.

In accordance with the project specifications the estimated construction period of 125 working days should be adequate to complete the field construction.

Deliverables: Record Drawings, Punch List, Final Payment, Project Records, and Notice of Completion

FEE

TKE Engineering, Inc. will provide the services described in our proposal for $175,300.00. Our fee amount is shown on the attached fee breakdown table. Our fee is a “time and materials basis” fee amount and we will not provide added services without prior MSWD approval. Fees for construction engineering services would be provided in accordance with our attached rate schedule and are assumed on a 125 working day construction schedule. We propose to invoice MSWD monthly in accordance with our rate schedule, not to exceed the amounts specified.

Thank you for your consideration. TKE would very much appreciate the opportunity to interview with you to further discuss how MSWD can benefit with our services. If you have any questions, please call me at (951) 680-0440 or e-mail me at sledbetter@tkeengineering.com.

Sincerely,



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

Attachments:

Fee Breakdown Table
Rate Schedule

EXHIBIT B

TKE ENGINEERING, INC.

RATE SCHEDULE
2023– 2024

	HOURLY RATE
Principal in Charge	$180.00
Project Manager/Construction Manager/Licensed Surveyor	$170.00
Traffic Engineer (TE)	$160.00
Senior Engineer/Project Engineer (PE)/Senior Plan Checker	$160.00
Assistant Project Manager/Associate Engineer	$150.00
Assistant Engineer/Plan Checker/Designer	$140.00
AutoCAD Technician	$130.00
Engineering Technician	$100.00
Clerical	$ 90.00
Forensic Engineering	$275.00
Expert Witness Testimony	$375.00

SURVEYING SERVICES

2-Man Survey Crew (Prevailing Wage)	$250.00

CONSTRUCTION SERVICES

Senior Construction Inspector (Prevailing Wage)	$130.00
Construction Inspector (Prevailing Wage)	$120.00

REIMBURSABLE COSTS

In-house Reproduction	Cost
Printing and Materials	Cost + 10%
Express Mail/Courier/Next Day Service	Cost + 10%
Special Subconsultant Services	Cost + 10%

Mission Springs Water District

Construction Management and Inspection Services for Project Viento Water, Sewer, and Lift Station

Desert Hot Springs, California

Consulting Engineering Fee Breakdown

Task No.	Task	Construction Manager Hours	Construction Manager $	Assistant Construction Manager Hours	Assistant Construction Manager $	Clerical Hours	Clerical $	Inspector Hours	Inspector $	Survey Crew Hours	Survey Crew $	Total $
1	**Preconstruction Services**											
1.1	Project Coordination	8	$ 1,360	12	$ 1,920	8	$ 720	8	$ 1,040		$ -	$ 5,040
1.2	Material Submittal Review	40	$ 6,800	80	$ 12,800	8	$ 720		$ -		$ -	$ 20,320
1.3	Preconstruction Conference	2	$ 340	4	$ 640	2	$ 180	1	$ 130		$ -	$ 1,290
2	**Construction Services**											
2.1	Construction Administration[2.]	50	$ 8,500	50	$ 8,000	12	$ 1,080		$ -		$ -	$ 17,580
2.2	Construction Inspection[3.]		$ -		$ -	12	$ 1,080	900	$ 117,000		$ -	$ 118,080
3	Post Construction	4	$ 680	8	$ 1,280	8	$ 720	40	$ 5,200		$ -	$ 7,880
	Subtotal:	104	$ 17,680	154	$ 24,640	50	$ 4,500	949	$ 123,370	0	$ -	$ 170,190
											Reimbursables (@3%)[1.]:	$ 5,106
											Design Total:	$ 175,296
											Rounded Design Total:	**$ 175,300**

Rates:

Construction Manager	$ 170 /HR
Assistant Engineer	$ 160 /HR
Clerical	$ 90 /HR
Senior Construction Inspector	$ 130 /HR
2-Man Survey Crew	$ 250 /HR

Notes:

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

2.) Assumes Part Time Construction Management Support (i.e. 4 hours per week) for the 125 Working Days

3.) Assumes Full Time Inspection (i.e. 40 hours per week) for the 100 Working Days with Overlapping Construction Schedules for Water, Sewer, and Lift Station Improvements, and Part-Time Inspection for Project Initiation and Closeout.

TKE Engineering, Inc.

EXHIBIT C

Term, Early Termination & Notice

General Engineering Services – Project Viento Construction Inspection Services

A. Term of Agreement

This professional services agreement shall be effective upon approval by the parties thereof and shall expire upon (1) one year from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between Mission Springs Water District and TKE Engineering, Inc. for General Engineering Services - Project Viento Construction Inspection Services in force prior to the effective date of this agreement.

B. Early Termination of Agreement

This agreement may be terminated at any time upon a thirty (30) day written notice from either party, and without fault or claim for damages by either party.

C. Notice

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

OWNER

Attn: Eric Weck
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
eweck@mswd.org

CONSULTANT

Attn: Steve Ledbetter
TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507
sledbetter@tkeengineering.com

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

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

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

DATE: July 1, 2024

PROJECT DIR#: N/A

TITLE: **General Engineering Services – PODS Storage Construction Inspection Services**

The undersigned Consultant agrees to furnish the following:

All Work/Services per the attached Exhibit A – Technical Proposal and in accordance with Exhibit B – Rate Schedule as provided by TKE Engineering, Inc. and per Exhibit C – Term, Early Termination & Notice

Contract price $: Not to Exceed $65,000.00

Term: One (1) year from the effective date above

Instructions: Sign and return via email. Upon acceptance by Mission Springs Water District, (sometimes referred to herein as "District") a copy will be promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:	Consultant:
Mission Springs Water District	TKE Engineering, Inc. (Business Name)
By:	By:
Brian E. Macy, PE	Steven Ledbetter
Title General Manager	Title Vice President
Other authorized representative(s):	Other authorized representative(s):
Eric Weck Engineering Manager	Michael Thornton President
Amanda Lucas Contracts Analyst	

Consultant agrees with the Mission Springs Water District that:

a. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees, and authorized volunteers against any and all liability from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder and shall not tender such claims to Mission Springs Water District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

b. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the performance of the work or furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of Mission Springs Water District, its directors, officers, employees, or authorized volunteers.

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

d. Consultant will file with Mission Springs Water District, before beginning professional services, a certificate of insurance satisfactory to Mission Springs Water District evidencing professional liability coverage of not less than $1,000,000 per claim and $2,000,000 annual aggregate, that coverage shall not be cancelled except with notice to Mission Springs Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent, or as otherwise approved by Mission Springs Water District. The retroactive date (if any) is to be no later than the effective date of this agreement. The Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other Consultants (sub-Consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-Consultant meets the minimum insurance requirements specified above.

e. **Verification of Coverage** – Consultant shall furnish the District with certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

f. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or sub-consultants. Consultant will file with Mission Springs Water District, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to Mission Springs Water District evidencing:

Coverage – Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property

damage, bodily injury, personal and advertising injury with limit of at least coverage of not less than two million ($2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as ISO CG 25 03, or ISO CG 25 04 endorsements provided to District), or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if the Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars ($1,000,000) for bodily injury and property damage each accident.

3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Mission Springs Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Mission Springs Water District has received a waiver of subrogation from the insurer. Consultant is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement. Sole proprietors with no employees, acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Mission Springs Water District.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the Mission Springs Water District. The Mission Springs Water District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Member Water Agency.

Required Provisions:

- **Additional Insured Status:** Mission Springs Water District, its directors, officers, employees, and authorized volunteers or using the language that states "as required by written contract." are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the

Consultant including materials, parts, or equipment furnished in connection with such work or operations.

- **Primary Coverage:** For any claims related to this project, the consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District its directors, officers, employees, and authorized volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

- Consultant shall require and verify that all sub-consultants maintain insurance meeting all requirements stated herein, and Consultant shall ensure that Mission Springs Water District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

- The coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.

g. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to Mission Springs Water District at least ten (10) days prior to the expiration date.

h. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other Authorized Representative(s)."

i. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.

j. Consultant hereby specifically represents and warrants to District that is possesses the qualifications and skills necessary to perform the services under this agreement in a competent and professional manner, without the advice or direction of District and that the services to be rendered pursuant to this agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the state of California. Consultant further represents and warrants that it possesses all required licenses necessary or applicable to the performance of the services under this agreement. Professional permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including but not limited to Cal/OSHA requirements.

k. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Mission Springs Water District. Consultant's "Authorized Representative(s)" has (have) the authority to execute such written change for Consultant.

l. Unless otherwise agreed upon in writing, all reports, documents, or other written material, including any documents, images, photographs, video files, or other media created or developed by Consultant as part of the services required hereunder ("Written Products") shall be considered to be "works made for hire", and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and all other proprietary rights, shall be and remain the property of Mission Springs Water District without restriction or limitation upon their use, duplication or dissemination by Mission Springs Water District, except as otherwise provided herein. The Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.

m. District shall hold all intellectual property rights to any data, materials, digital information, and Written Products stored and/or developed pursuant to this agreement. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the data, materials, digital information and Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.

n. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to the Consultant by the Mission Springs Water District or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of an Authorized Representative during the term of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

o. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Mission Springs Water District or the Authorized Representative. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of service. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, Consultant shall provide access to such books and records to the Authorized Representative or his or her designees and shall give the Authorized Representative or his or her designees the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.

p. This Agreement is personal to the Consultant. Any attempt to assign or subcontract any right or obligation hereunder by the Consultant shall be void unless approved in writing in advance by the Authorized Representative. Consultant's services pursuant to this Agreement shall be provided by the representative or directly under the supervision of the representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Mission Springs Water District, by and through the Authorized Representative.

q. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

r. Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of Interest laws, including, but not limited to, the Political Reform Act (California Government Code Sections 81000, et seq.) and California Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates, and subconsultants shall not, without the prior written approval of the Authorized Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute.

s. A waiver by the Mission Springs Water District of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

t. The Consultant shall commence, carry on, and complete all required tasks with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry standards.

u. No Third-Party Beneficiaries. The Mission Springs Water District shall not be obligated or liable under this Agreement to any party other than the Consultant.

v. In no event shall the making by the Mission Springs Water District of any payment to the Consultant constitute or be construed as a waiver by the Mission Springs Water District of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Mission Springs Water District while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Mission Springs Water District with regard to such breach or default.

w. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive

from the losing Party all costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' and experts' fees paid or incurred in good faith.

x. In the performance of the work required by this Agreement, Consultant shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the local County and Municipal Code, ordinances, regulations and policies.

y. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

z. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be the Superior Court of Riverside County, California.

aa. This Agreement represents the entire Agreement between the Mission Springs Water District and Consultant with respect to the subject matter hereto and supersedes all prior oral or written negotiations, representations, or agreements. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns. In the event of any inconsistency between the provisions of this Agreement and Consultant's proposal or Quote, and Exhibits hereto, the provisions of this Agreement shall control.

bb. Precedence of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

cc. Consultant will act hereunder as an independent consultant. This agreement shall not and is not intended to constitute Consultant as an agent, servant, or employee of the Mission Springs Water District and shall not and is not intended to create the relationship of partnership, joint venture or association between the Mission Springs Water District and Consultant.

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

ee. In the event the Consultant performs additional or different services than those described herein without the prior written approval of the Contract Manager, Consultant shall not be compensated for such services. Consultant expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the District in writing.

ff. Consultant shall promptly advise the Contract Manager as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the District.

gg. Consultant shall perform all services in accordance with the terms and conditions of this agreement and the proposal. In the event that the terms of the proposal conflict with the terms of this agreement or contain additional terms that purport to bind the District, the terms of this agreement shall govern and said additional or conflicting terms shall be of no force or effect.

TKE ENGINEERING, INC.

July 1, 2024

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

Subject: **Proposal for PODS Storage Project Construction Inspection**

Dear Mr. Weck:

Thank you for the opportunity to provide a proposal for the subject project. Enclosed herein is a comprehensive proposal depicting TKE Engineering, Inc. (TKE's) scope of service and fee to provide construction inspection services for the PODS Storage Project, Water and Sewer Improvements.

PROJECT DESCRIPTION

Mission Springs Water District (MSWD) desires to retain a qualified consulting engineering firm to provide construction management and inspection services for the PODS Storage Project( ). Services include performing project management, construction administration, and inspection of sewer and water infrastructure installation and associated work.

More specifically, the project includes 450 linear feet of waterline improvements and 480 linear feet of gravity sewer improvements, The Project is expected to be completed within 40 working days.

TKE has provided these construction related services to MSWD on current and past projects including the Rancho Descanso Water and Sewer Improvement Project, Regional Sewer Conveyance Project, and Well 42 Construction Project.

PROJECT APPROACH

Successful project delivery is our goal. Our definition of successful project delivery is:

- Project completion that meets all project requirements and specifications
- Project completion within budget
- Project completion on schedule

Our approach to this water and sewer improvement project, recognizing that both cost effectiveness and expedited construction are of primary concern, dictates that a very close working partnership between the selected consultant and MSWD is vital to successful project completion. When this is coupled with the various site constraints, it is critical that MSWD choose a construction management team with a proven track record of delivering this water and sewer infrastructure project. With a familiar team of senior level construction professionals, TKE is the right choice for this project.

Our experience tells us that there must be a proactive approach to completing the work in order to complete a cost effective fully functioning public works project. This approach includes early identification of critical elements, and development of project schedule and tasks.

CRITICAL ELEMENTS FOR THE PROJECT

PROJECT MANAGEMENT

The most important key to every public works project is management. TKE, working closely with MSWD staff, will ensure that the project is managed properly to expedite project delivery and protect the District's interest during construction. Project development will generate a series of considerations requiring MSWD responses. Our close working partnership will lead to the proper decisions and ultimately fully operating, cost effective water and sewer utility improvements.

DISPUTE RESOLUTION

TKE's construction manager is highly skilled with and has provided dispute resolution on a number of past projects. The keys to avoiding potential costly and time-consuming disputes are knowledge, communication and organization. Our construction manager prides himself on his thorough research and review of the project plans and specifications and his existing knowledge and understanding of AWWA, Caltrans, Greenbook and MSWD standard plans and specifications. His effective communications skills ensure that all stakeholders are constantly advised of project progress and requirements. His proactive organizational program effectively manages the construction schedule, documents action items with required follow-up and continuous schedule reviews and anticipate needs for future action items. Our project manager's 'can do' approach to all project issues nearly always results in resolution. He is non-combative with all project stakeholders, maintaining professional working relationships with each stakeholder regardless of conflict. His perseverance and vast knowledge and experience of issues will resolve challenges while protecting MSWD interests.

COMMUNITY OUTREACH / PUBLIC RELATIONS

TKE's has extensive experience dealing with community outreach designed to reach, inform and involve affected residents of project limits, traffic impacts, project durations, and removals and replacement of private property improvements. TKE's community relations staff and our inspector will provide personal contact information to all affected residents, businesses, and agencies within the project limits. TKE's project manager and inspectors are familiar with resident coordination to keep the residents and businesses informed of construction activities, schedule and ultimately reduce the complaints to MSWD from residents, businesses, and agencies within the project area.

AGENCY COORDINATION

TKE is experienced with utility relocation and permit agency coordination. It is critical to begin agency coordination with affected utility companies and permit agencies as soon as possible to avoid costly delays to the contractor's construction schedule. If the process has not already been started with affected agencies, TKE will begin immediate coordination at the earliest opportunity. Permitting agencies are often extremely cumbersome in getting obtaining permits for project construction. If agency permitting will cause impacts to the project schedule, TKE will coordinate with the contractor to attempt to work around utilities until the permitting can be completed.

TRAFFIC CONTROL AND SITE SAFETY

TKE often provides traffic control plans on numerous construction projects. TKE will review the contractors proposed traffic control plans and provide comments and recommendations to ensure the construction will minimize impacts on the surrounding community and provide for safe and efficient travel through and around the construction zones for both vehicular and pedestrian traffic. It is critical to ensure traffic control does not severely impact normal daily operations any more than necessary.

KEY PERSONNEL'S EDUCATION, EXPERIENCE, AND CREDENTIALS

TKE fully recognizes MSWD's concern for high quality, timely performance, and precise communication when utilizing the services of a consultant. Each project conducted by TKE is managed and staffed by a project team assembled to meet the specific needs of the project. We have assembled a highly qualified and experienced project team, which we believe will best serve your needs.

Below is a summary of education, experience and credentials of key personnel proposed to perform the work in any upcoming projects.



Steven W. Ledbetter, P.E.
Construction Manager

P.E. No. 84044

Mr. Ledbetter is the Vice President of TKE and has over 23 years of professional experience in the civil engineering industry. He has handled various critical and challenging projects from planning through design and implementation; all while ensuring that projects are executed as per specification in the stipulated time with quality. He has a well-rounded background with experience in: preparation and analysis of street and utility improvement plans and specifications including potable and non-potable water, wastewater, and

drainage; utility master planning including computer modeling, analysis, and report preparation; water resource planning and management including feasibility studies, urban water management planning, water supply assessments and verifications, integrated regional water management planning, and groundwater management planning; storm water compliance reporting including water quality management plans and storm water pollution prevention plans and; and grant writing and administration for various State and Federal agency programs.

As a construction manager, Mr. Ledbetter has been responsible for construction coordination and scheduling for more than 250,000 linear feet of pipeline construction including, utility relocation coordination, public relations, submittal review, supervising a staff of inspectors and subconsultants, weekly progress meetings, request for information responses, storm water management, progress payments, change order review and negotiations, labor compliance, and project closeout. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the projects managed and delivered by TKE continue to exceed industry standards.

Mr. Ledbetter's greatest attribute is his ability to deliver projects and his vast experience ensures success again and again. He also understands the importance of working as a team member. Mr. Ledbetter understands that he will be given direction from MSWD staff and fully understands the need to maintain proper protocol while providing services. He further understands that his role will be to protect District's interests, ensure a high quality, properly operating water system improvements project is constructed, minimize districts exposure to change orders, cost over runs, and delays, and ensure the community is properly informed throughout construction.



Shelby Kelley, P.E.

Assistant Construction Manager

P.E. No. 95911

Mr. Kelley is an Associate Engineer of TKE Engineering, Inc. and has 7 years of experience in civil engineering design and construction of infrastructure projects, including sewer and water improvements, drainage improvements, transportation improvements, facilities improvements, and construction methods. Mr. Kelley has been responsible for assistance with design of water and sewer plan/profile, lift stations, treatment plant facilities, preliminary design exhibits, and cost estimates.



Ralph Martinez

Senior Public Works Inspector

10 Hour OSHA

Confined Space

Competent Person

Veriforce Evaluator

Mr. Martinez has a collective 32 years of experience providing public works inspection. Mr. Martinez has successfully delivered a wide range of project types, including, yet not limited to City, Street, and Water projects. Work performed has been to meet and exceed the expectations of public works clients in Riverside, San Bernardino, and Orange County. Mr. Martinez has specialized expertise and knowledge in Project Management, Safety Officer, Quality Control, Overseeing timely completion for Private, Public, and Government projects. He is extremely knowledgeable with public works regulations and construction including Blueprint fluency, Project management, Site safety coordination.



Jeannette Barlow

Public Outreach / Labor Compliance Specialist

Ms. Barlow is the Public Outreach / Labor Compliance Specialist and has a collective of 18 years of experience providing project coordination, including grant writing, public outreach efforts for public works Capital Improvement Projects, and labor compliance. Ms. Barlow has specialized expertise and knowledge related to file structure organization, appointment and event scheduling, social media marketing, screening and directing phone and email correspondence, taking detailed meeting minutes, and developing PowerPoint presentations for project management meetings. Ms. Barlow also has experience in coordinating with multiple agencies, and sub consultants to ensure labor law compliance. Ms. Barlow manages certified payroll and supporting payroll records, ensures we are meeting the requirements for grant funding.

SCOPE OF SERVICES

Construction inspection and supporting services will include Pre-Construction, Construction, and Post-Construction Services described as follows:

TASK NO. 1 – PRE-CONSTRUCTION SERVICES

Pre-construction services include project coordination, material submittal review, and pre-construction conference coordination. Pre-construction services, each are discussed in the following paragraphs:

Task No. 1.1 – Project Coordination

TKE will first perform a careful review of the contract documents (bid, specifications, contract, and permits) for the Project. While doing so, we will develop a complete understanding and advise MSWD staff of potential construction issues.

Secondly, we will coordinate the project team, including the MSWD staff, TKE's inspector, contractor, and other agency staffs by advising of project schedule and specific project requirements. All conferences will be documented, and documents will be provided to MSWD.

Deliverables: *Constructability Review Memo*

Task No. 1.2 – Material Submittal Review

TKE will review all project submittals. Each submittal shall be reviewed with MSWD staff as required to verify compliance. Submittals would include:

- Construction Schedule
- Traffic Control and Safety Plans
- Emergency contact list (names & numbers of emergency response personnel)
- Pipe Materials
- Appurtenance Materials (i.e. fire hydrants, valves, service laterals, and associated equipment)
- Manholes

We will maintain a project log for the Project and it will include descriptions of submittals, date received, and date returned. Once the submittals have been reviewed and accepted, they will be signed, dated, and sent to MSWD and project contractor. Submittals will be returned within the time frame specified by the contract documents. The construction schedule will be a critical document. It will be reviewed to verify compliance with the contract documents and will be reviewed bi-weekly to ensure construction is proceeding efficiently.

TKE will provide MSWD a bi-weekly memorandum on submittal review progress.

Deliverables: *Submittals, Transmittals, and Logs*

Task No. 1.3 – Pre-Construction Conference

A preconstruction conference will be held. The conference will be attended by MSWD staff, TKE's Construction Manager and Construction Inspector, the Contractor, together with City representatives, and representatives of potentially affected utilities as required. Prior to the conference, we will prepare a conference agenda. At the meeting, we will discuss communication protocol requirements, and

procedures for contract submittals, contract administration, site access and delivery, and coordination with others. We will document the meeting and distribute meeting minutes to all appropriate parties.

Deliverables: *Agenda and Minutes*

TASK NO. 2 – CONSTRUCTION SERVICES

Construction Services include the following:

TASK NO. 2.1 – CONSTRUCTION ADMINISTRATION

TKE will provide part-time construction management services for the duration of the project (estimated at 40 working days). Prior to beginning construction and throughout the course of construction, we will meet with MSWD staff and contractor. During construction, our construction manager will coordinate all construction activities with MSWD staff, the construction inspector, the quality assurance professionals, other agencies and utility companies. In addition, the construction manager will visit the job site bi-weekly to observe the implementation of traffic control and construction safety. He will document any observed deviations from the safety plans and he will advise the construction contractor, as appropriate, for resolution of observed safety deficiencies. In addition, our construction manager will conduct bi-weekly meetings with the construction contractor to ensure construction is progressing efficiently. We will prepare agendas and minutes for each, and refer to uncompleted business at each meeting and schedule outlook for the following work period. Also, should incidents or issues arise, contractor will be required to submit reports regarding each.

Throughout the course of construction, our construction manager will respond to complaints from the public. We will advise staff of complaints and appropriate resolution. In addition, he will review the construction progress and compare it to the approved project schedules and advise MSWD staff of compliance or deficiencies.

He will review and respond to RFI's and RFC's (including written clarification requests and change-in-plan drawings) regarding the contract documents in order to ensure that the improvements are constructed in compliance with the construction documents. We will provide said responses as required to minimize delays in construction. All RFI's and RFC's will be logged, including content of inquiry and date relayed and date of response.

Our contract administration activities will include progress reviews to ensure that the project is proceeding according to requirements and schedule, bi-weekly progress review meetings with MSWD staff and contractor, and related services. Record keeping will include all correspondence, transmittals, drawings, technical manuals, reports, etc. (both hard copy and electronic formats) related to pre-construction, construction and post-construction phases of each construction contract. The documents will be kept at both our office, and MSWD. Our filing system will be reviewed with MSWD staff in order that they will be able to access documents as required.

Project progress and any changes during construction will be noted on a set of the project's contract documents maintained in our office. If a problem occurs requiring a MSWD decision, we will consult with

MSWD staff. The construction manager will attempt to resolve complaints, concerns, and questions from residents and other affected agencies.

Through e-mail, telephone conferences, and regular meetings, the construction manager will keep the MSWD staff informed of project progress, problems that have occurred during construction, and any changes in work. Whenever possible, we will review required changes with MSWD staff prior to making same.

Each month, we will verify that certified payroll has been submitted. We will review the work completed to ensure that the quantities and amounts requested reflect the actual work completed. We will also submit a monthly status report that will advise MSWD of compliance with the project schedule. If the contractor begins to fall behind the schedule, we will request corrective action. In accordance with contract documents, contractor's monthly updates of the project schedule will be reviewed.

Any press inquiries of the project will be referred to MSWD staff.

We will ensure that telephone numbers for normal working hours, evenings, and weekends for our staff, contractor, utilities, and emergency services are provided to all concerned parties.

In addition, we will maintain documents and records utilizing MSWD filing system at the job site. We will ensure that contractor(s) are submitting proper labor reports, time and material reports, material invoices and/or tickets, certifications, warranties and all other such documents as necessary for a complete and successful project.

Deliverables: *Construction Meeting Agenda and Minutes, RFI and Response Log, Project Records*

TASK NO. 2.2 – CONSTRUCTION INSPECTION

TKE will provide full time construction inspection for the duration of the project's field work (estimated at 40 working days). Our construction inspector will provide daily construction inspection to verify that the project is progressing in compliance with the contract documents and MSWD requirements. He will regularly discuss construction anticipated construction activities to ensure quality compliance and to ensure the project is proceeding efficiently. We will require strict compliance with requirements for all construction activities. All materials will be reviewed against approved material submittals as they arrive on-site.

Our construction inspector will verify public safety provisions have been implemented at the start of each work day, at the construction site. Any deviations will be documented and MSWD will be advised. In addition, he will verify that construction is proceeding in accordance with contract document requirements. System service interruptions will be coordinated with MSWD staff and residents, as required.

We will digitally photograph the activities and maintain copies in the project files and our construction inspector will prepare daily field reports, which will document all observed project activity, including location of the activity, number of workers present, construction equipment used, inspector present,

weather conditions, and construction progress. All project documentation will be completed on MSWD standard forms. All documents will be submitted in hard copy and electronic copy formats. TKE will provide all inspection equipment needed.

Deliverables: Daily Field Reports, Site Deficiency Reports, Batch Tickets, Photographs, Accident Reports, Testing Reports, and Summary Reports

TASK NO. 3 – POST CONSTRUCTION

TKE will establish punch-lists for project completion, deliver maintenance bonds and/or manufacturer warranties, insure that all items are satisfactorily completed and we will perform any post-completion project analysis and reporting necessary and as required.

Through the course of construction, the construction manager will document changes by property address on a table. Once the project has been completed, TKE will prepare record table and provide it to MSWD. It will be signed by the construction manager and will reflect the improvements as constructed. Said record table will be based on data furnished by the contractor and our weekly field reports.

We will forward copies of all records in digital format and we will prepare a summary of construction changes, final cost, and schedule revisions. In addition, TKE will provide a final narrative summary report documenting construction activities.

In accordance with the project specifications the estimated construction period of 40 working days should be adequate to complete the field construction.

Deliverables: Record Drawings, Punch List, Final Payment, Project Records, and Notice of Completion

FEE

TKE Engineering, Inc. will provide the services described in our proposal for $64,400. Our fee amount is shown on the attached fee breakdown table. Our fee is a “time and materials basis” fee amount and we will not provide added services without prior MSWD approval. Fees for construction engineering services would be provided in accordance with our attached FY 2024-2025 on-call rate schedule and are assumed on a 40 working day construction schedule. We propose to invoice MSWD monthly in accordance with our rate schedule, not to exceed the amounts specified.

Thank you for your consideration. TKE would very much appreciate the opportunity to interview with you to further discuss how MSWD can benefit with our services. If you have any questions, please call me at (951) 680-0440 or e-mail me at sledbetter@tkeengineering.com.

Sincerely,



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

Attachments:

Fee Breakdown Table
Rate Schedule

TKE ENGINEERING, INC.

RATE SCHEDULE 2024–2025

	HOURLY RATE
Principal in Charge	$155.00
Project Manager/Construction Manager/Licensed Surveyor	$150.00
Senior Engineer/Project Engineer (PE)/Senior Plan Checker	$145.00
Associate Engineer	$135.00
Assistant Engineer/Plan Checker/Designer	$130.00
AutoCAD Technician	$120.00
Engineering Technician	$100.00
Clerical	$ 85.00
Forensic Engineering	$195.00
Expert Witness Testimony	$330.00

SURVEYING SERVICES

2-Man Survey Crew (Prevailing Wage)	$260.00

CONSTRUCTION SERVICES

Senior Construction Inspector (Prevailing Wage)	$135.00
Construction Inspector (Prevailing Wage)	$125.00

REIMBURSABLE COSTS

In-house Reproduction	Cost
Printing and Materials	Cost + 10%
Express Mail/Courier/Next Day Service	Cost + 10%
Special Subconsultant Services	Cost + 10%

Mission Springs Water District

Construction Inspection Services for PODS Storage Project

Desert Hot Springs, California

Consulting Engineering Fee Breakdown

Task No.	Task	Construction Manager Hours	Construction Manager $	Assistant Construction Manager Hours	Assistant Construction Manager $	Clerical Hours	Clerical $	Inspector Hours	Inspector $	Survey Crew Hours	Survey Crew $	Total $
1	**Preconstruction Services**											
1.1	Project Coordination	8	$ 1,200	12	$ 1,740	8	$ 680	8	$ 1,080		$ -	$ 4,700
1.2	Material Submittal Review	4	$ 600	16	$ 2,320	4	$ 340		$ -		$ -	$ 3,260
1.3	Preconstruction Conference	2	$ 300	4	$ 580	2	$ 170	1	$ 135		$ -	$ 1,185
2	**Construction Services**											
2.1	Construction Administration[2.]	8	$ 1,200	24	$ 3,480	4	$ 340		$ -		$ -	$ 5,020
2.2	Construction Inspection[3.]		$ -		$ -	4	$ 340	320	$ 43,200		$ -	$ 43,540
3	**Post Construction**	4	$ 600	8	$ 1,160	4	$ 340	20	$ 2,700		$ -	$ 4,800
	Subtotal:	26	$ 3,900	64	$ 9,280	26	$ 2,210	349	$ 47,115	0	$ -	$ 62,505
											Reimbursables (@3%)[1.]:	$ 1,875
											Design Total:	$ 64,380
											Rounded Design Total:	**$ 64,400**

Rates:

Construction Manager	$ 150 /HR
Assistant Engineer	$ 145 /HR
Clerical	$ 85 /HR
Senior Construction Inspector	$ 135 /HR
2-Man Survey Crew	$ 260 /HR

Notes:

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

2.) Assumes Part Time Construction Management Support (i.e. 4 hours per week) for the 40 Working Days

3.) Assumes Full Time Inspection (i.e. 40 hours per week) for 40 Working Days for Water and Sewer Improvements Construction.

TKE Engineering, Inc.

EXHIBIT C

Term, Early Termination & Notice

General Engineering Services – PODS Storage Construction Inspection Services

A. Term of Agreement

This professional services agreement shall be effective upon approval by the parties thereof and shall expire upon (1) one year from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between Mission Springs Water District and TKE Engineering, Inc. for General Engineering Services - PODS Storage Construction Inspection Services in force prior to the effective date of this agreement.

B. Early Termination of Agreement

This agreement may be terminated at any time upon a thirty (30) day written notice from either party, and without fault or claim for damages by either party.

C. Notice

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

OWNER

Attn: Eric Weck
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
eweck@mswd.org

CONSULTANT

Attn: Steve Ledbetter
TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507
sledbetter@tkeengineering.com

BOARD OF DIRECTORS SPECIAL MEETING (WORKSHOP) MINUTES

Wednesday, June 05, 2024 at 9:00 AM

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

CALL TO ORDER
President Sewell called the meeting to order at 9:00 AM.

ROLL CALL
BOARD MEMBERS PRESENT: President Ivan Sewell, Vice President Robert Griffith, Director Russ Martin, Director Amber Duff

BOARD MEMBERS ABSENT: Director Ted Mayrhofen

STAFF MEMBERS PRESENT: Brian Macy, Marion Champion, Arturo Ceja, Danny Friend, Kurt Kettenacker, Dori Petee, April Scott, Amanda Lucas

PUBLIC INPUT
No public input

ITEMS FOR DISCUSSION

FY 2024/25 BUDGET REVIEW AND DISCUSSION
Arturo Ceja presented the 2024/25 budget. He reviewed the budget preparation process, the current environment, and the assumptions used in this process. The overview presented today reviewed the operating budget in terms of revenue expenses and the capital improvement plan, which has been carried over from last year. He reviewed in some detail the departmental budgets, revenues, and expenses for FY2024-2025. Additionally, he reviewed the capital budget and continuing appropriations for FY 2024-2025 in detail.

In relation to the budget, the Board briefly discussed updates to the Affiliation's list.

GENERAL MANAGER'S COMMENTS
General Manager Brian Macy, thanked the Board and staff for making this budget cycle so successful.

DIRECTOR COMMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS
1. General Comments
2. Requests for Future Agenda Items

Director Duff is thankful for the detail presented today and complimented the staff on all their hard work.

Director Martin echoed the sentiments of Director Duff.

Vice President Griffith mentioned it's time to start thinking about the GM's six-month review.

President Sewell also complemented the staff on the work put into the budget process.

ADJOURN
With no further business, President Sewell adjourned the meeting at 10:30 AM.

Respectfully Submitted,

Dori Petee
Executive Assistant

BOARD OF DIRECTORS REGULAR MEETING STUDY SESSION MINUTES

Thursday, June 13, 2024 at 3:00 PM

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

CALL TO ORDER
President Sewell called the meeting to order at 3:00 PM.

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

STAFF MEMBERS PRESENT: Brian Macy, Marion Champion, Arturo Ceja, Danny Friend, Eric Weck, Oriana Hoffert, Dori Petee, Kurt Kettenacker, Amanda Lucas, Will Whitten, Andrea Varela, April Scott, Arthur Cabrera, Jeff Nutter.

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 has not first been recognized by the President. All questions and remarks should be addressed to the President as the presiding officer. No member of the Board should speak more than once about any one subject until every other member on the Board wishing to speak on the subject shall have been given the opportunity to speak. No Board member shall interfere with the orderly progress of a Board meeting. In order to ensure the orderly progress of Board meetings the Board President regulates the amount of time to be dedicated to a particular agenda item."

PUBLIC INPUT
No public input.

President Sewell announced Item #13 would be moved to the front of the agenda.

RESOLUTION 2024-18 ~ AMENDING RESOLUTION 2024-02 REVISIONS TO MISSION SPRINGS WATER DISTRICT PERSONNEL RULES AND REGULATIONS
It is recommended to adopt Resolution 2024-18 providing for the revisions to Mission Springs Water District Personnel Rules and Regulations.

Vee Sotelo of SBEMP spoke on the proposed changes. To ensure that the District is in full compliance with laws implemented by state and federal agencies, the District's Human Resources Manager and District Counsel

regularly review and revise the Personnel Rules and Regulations. The revised Personnel Rules and Regulations include updates to existing policies to remain competitive, comply with new laws, or clarify policy language.

Ms. Sotelo reviewed each rule and presented the updates. Ms. Sotelo fielded questions from the Board and provided clarifications to certain rules.

EMPLOYEE RECOGNITION

HUMAN RESOURCES REPORT
This item will be recognized on Monday, June 17, 2024.

PRESENTATIONS

All presentations will take place on Monday, June 17, 2024.

CWEA AWARDS PRESENTATION

GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA) AWARD PRESENTATION
Award for excellence in budget reporting

ACTION ITEMS

PUBLIC HEARING (MONDAY 6/17/2024) RESOLUTION 2024-11 ~TO ESTABLISH WATER STANDBY ASSESSMENTS
It is recommended that Resolution 2024-11 be adopted, making a determination to fix, levy, and collect water service standby assessments for the fiscal year 2024-2025.

Staff reports and presentations will occur during the public hearing on Monday, June 17, 2024.

PUBLIC HEARING (MONDAY 6/17/2024) - RESOLUTION 2024-12 ~ TO ESTABLISH SEWER STANDBY ASSESSMENTS
It is recommended to adopt Resolution No. 2024-12, making a determination to fix, levy, and collect sewer service standby assessments for the fiscal year 2023-2024.

Staff reports and presentations will occur during the public hearing on Monday, June 17, 2024.

RESOLUTION 2024-13 ~ ADDITION OF DELINQUENT ACCOUNTS TO COUNTY TAX ROLLS
It is recommended to adopt Resolution No. 2024-13 requesting the Addition of Delinquent Water and Sewer Charges and Other Fees of $5.00 or more to the 2024-2025 Riverside County Tax Rolls.

Director of Finance, Arturo Ceja presented. Pursuant to Water Code sections 31701 and 31701.5, account balances in excess of $5.00 and more than 60 days delinquent are placed on the County tax rolls annually. Approximately 170 accounts were identified with a minimum balance of $5.00 and over 60 days delinquent for approximately $200,700 of delinquent charges that are being proposed to be added to the 2024-2025 tax rolls.

FISCAL YEAR 2024-25 BUDGET

A. It is recommended to adopt Resolution No. 2024-14, adopting the Operating and Capital Budgets FY 2024-25.

B. It is recommended to adopt Resolution No. 2024-15, adopting its Appropriations Limit for FYE June 30, 2025.

C. It is recommended to adopt Resolution No. 2024-16, adopting its Employee Classification Plan effective July 1, 2024.

The budget was reviewed in detail at the June 5th Workshop. Mr. Ceja gave a brief overview of the budget process. Some of the budget numbers were updated based on the discussions that took place at the Workshop.

CONTRACT AGREEMENT WITH PREMIER PROPERTY PRESERVATION, LLC FOR ANNUAL JANITORIAL SERVICES FOR FY 2024-2025

It is recommended that the General Manager be authorized to approve a one-year contract agreement with Premier Property Preservation, LLC, titled Annual Janitorial Services for 2024-2025 in the amount of $34,320.00, plus a 10% contingency for a total of $37,752.00. The agreement can be extended for two additional years and negotiated at a revised price if necessary. The not-to-exceed amounts are $37,752.00 for fiscal years 2024-25, 2025-26, and 2026-27.

The District contracts for annual disinfection and janitorial services for several facilities, including the Administration Building, Accounting Modular, Annex Building, Corporate Yard, and the Horton WWTP. This contract will also cover the new Nancy Wright RWRF, providing regularly scheduled professional janitorial services, including labor, cleaning supplies, equipment, and materials. This contract will also include janitorial services for the new Regional Plant. In May 2024, the District advertised a request for bids for annual janitorial and disinfection services via PlanetBids. Four bids were received, and Premier Property Preservation, LLC was the lowest responsive bidder.

PUBLIC WATER AND SEWER SYSTEMS CONSTRUCTION AGREEMENTS FOR TRACT 32030-3, SKYBORNE VILLAGE III

It is recommended to approve the Public Water and Sewer Systems Construction Agreements for the Skyborne Village III - Tract No. 30230-3 residential development project (Project) and authorize the General Manager to do all things necessary to complete the agreements.

Engineering Manager, Eric Weck presented. At last month's board meeting, an agenda item briefly discussed this development regarding the Board accepting and awarding the water and sewer bonding agreement. For the record, the bonding and construction agreements were given to the developer simultaneously for signing, executing, and returning them. Both the bonding and the construction agreements were returned to us to execute and present to the Board. The developer requested the District's staff to execute the bonding agreements first while the developer processed and reviewed the construction agreement. Staff accommodated this request from the developer to keep their project progressing. Today's agenda item pertains to only having the board accept the water and sewer construction agreement, as the bonding agreement was approved by the board in May. Typically, both the bonding and the construction Agreements are presented to the board simultaneously. In this case, however, the developer elected to separate them and have the district approve them separately.

AWARD OF CONTRACT TO MWH CONSTRUCTORS INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR SKYBORNE VILLAGE 111 - LENNAR HOMES

It is recommended that the General Manager be authorized to execute a contract agreement with MWH Constructors, Inc., for construction management and inspection services for Skyborne Village III—Lennar Homes for an amount not to exceed $285,572.

Engineering Manager, Eric Weck presented. He noted that MSWD is retaining MWH Constructors to provide Inspection services for the Skyborne Village III – Lennar homes project during the development project's pre-construction, construction, and post-construction phases. MWH Constructors, Inc. was previously selected through a competitive review process to perform on-call Construction Management and Inspection services for the District for various types of projects for both development and capital improvement. MWH Constructors provided a scope and fee to provide inspection services for the Skyborne Village III – Lennar Homes Project. The scope of work involves inspection of over 11,800 linear feet of waterline, 286 water services, and the installation of 32 fire hydrants. Likewise, inspection and management services also include the inspection of 11,000 linear feet of sewer lines, 8,400 linear feet of sewer laterals, and 49 sewer manholes. Inspection will be performed by an experienced field inspector per MSWD standards. These services include project construction and coordination with the developer's contractor and MSWD staff.

CONTRACT AGREEMENT RENEWAL WITH INTELESYS COMMUNICATIONS SERVICES FOR INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

It is recommended to authorize the General Manager to enter into a contract with Intelesys Communications Services for Information Technology (IT) Professional Services for the twelve-month period of July 1, 2024 – June 30, 2025, and do all things necessary to execute the agreement.

Director of Finance, Arturo Ceja presented. The district requires complementary IT services for the IT manager's day-to-day work, including tracking individual workstation problems, software updates, server maintenance, and anti-virus monitoring after hours. Intelesys Communications onboarded the District in January and became the District's IT Professional Services provider on 2/1/2024. The initial contract period was 1/1/2024 - 6/30/2024 with the intent of being a 6-month trial period, also enabling the District to align the annual renewal with the start of the fiscal year.

AWARD OF CONTRACT AGREEMENT WITH TRIMBLE FOR WORK ORDER AND ASSET MANAGEMENT SOFTWARE SUBSCRIPTION AND SUPPORT SERVICES

It is recommended to authorize the General Manager to execute a three-year contract with Trimble Inc. for work order and asset management software subscription and support services in the amount of $139,584.00, plus a 10% contingency for a total of $153,542.40, and authorize the General Manager to do all things necessary to complete the project.

Director of Finance, Arturo Ceja presented. On February 20, 2024, the board approved the contract agreement for the Complete Deployment of the ArcGIS Enterprise, Utility Network, and CityWorks to Timmons Group. Included in the contract with Timmons was the proposal for the software needed for the Work Order and Asset Management Software that is managed by another company. Trimble is the licensing company that will allow the District to use the CityWorks Work Order and Asset Management

Systems. In Trimble's own words, "From the office to the field, Trimble CityWorks helps you improve service to your community while increasing safety, efficiency, and performance."

BOARD MEMBER AFFILIATION LISTING (UPDATED)
It is recommended to approve the updated Board Affiliation Listing.

District, subject to the approval of the entire Board. The board periodically reviews this list, and changes may be suggested. Per MSWD Resolution 2024-03, 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. After many discussions by the Board, it has been determined that necessary updates need to be made.

DISCUSSION ITEMS

NANCY WRIGHT REGIONAL WATER RECLAMATION FACILITY UPDATE
This discussion item will take place on Monday, June 17th.

CRITICAL SERVICES CENTER AND ADMINISTRATION BUILDING UPDATE
This discussion item will take place on Monday, June 17th.

CONSENT AGENDA

Vice President Griffith pulled Resolution 2024-19 for discussion. Assistant General Manager, Marion Champion presented. She noted this initiative would significantly revise the State Constitution, undermining local control and disrupting local governments' ability to provide essential services and infrastructure. An entity representing California's wealthiest corporations is behind this proposition, and it is eligible for the November 2024 statewide ballot. CSDA has formed a coalition of member agencies against the initiative and asked agencies like us to adopt an individual resolution opposing it. Last fall, the Governor and the state legislature filed an emergency petition to the California Supreme Court for a pre-election challenge, arguing that the measure is unlawful because it improperly revies the State Constitution via initiative and impairs local governments.

APPROVAL OF MINUTES
It is recommended to approve the minutes as follows:

May 16, 2024 - Study Session
May 20, 2024 - Board Meeting

REGISTER OF DEMANDS
The register of demands totaling $4,183,241.80

RESOLUTION 2024-17 ~ NOTICE OF GENERAL DISTRICT ELECTION, NOVEMBER 5, 2024, AND ESTABLISHMENT OF DEPOSIT FOR OPTIONAL CANDIDATE'S STATEMENT
It is recommended to adopt Resolution No. 2024-17 and authorize the District Secretary to notify the County Registrar of Voters that the offices of three members of the Board are to be filled and that candidates will be responsible for costs associated with the Candidate's Statement.

RESOLUTION 2024-19 ~ OPPOSING BALLOT INITIATIVE 1935
It is recommended to approve Resolution 2024-19 taking an opposing position on Ballot Initiative 1935.

REPORTS

DIRECTOR'S REPORTS
All reports will be given on Monday, June 17th.

GENERAL MANAGER'S REPORT
Included in this report are the following oral reports:
A. Finance Report – No report this month as accounting presented on the budget.
B. Public Affairs Report – This report will be given on Monday, June 17th.

COMMENTS

DISTRICT COUNSEL COMMENTS
General Counsel John Pinkney reviewed the matters his office has worked on on behalf of the District.

DIRECTOR COMMENTS
A. Director General Comments
B. Director Requests for Future Agenda Items
C. Director Request for Future Meetings

ADJOURN
With no further action, President Sewell adjourned the meeting at 4:48 PM.

Respectfully submitted,

_____
Dori Petee
Executive Assistant

BOARD OF DIRECTORS REGULAR MEETING MINUTES

Monday, June 17, 2024 at 3:00 PM

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

CALL TO ORDER
President Sewell called the meeting to order at 3:00 PM.

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

STAFF MEMBERS PRESENT: Brian Macy, Marion Champion, Arturo Ceja, Danny Friend, Eric Weck, Oriana Hoffert, April Scott, Amanda Lucas, Andrea Varela, Arthur Cabrera, William Whitten, Dori Petee

PLEDGE OF ALLEGIANCE
Led by Director Martin

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 has not first been recognized by the President. All questions and remarks should be addressed to the President as the presiding officer. No member of the Board should speak more than once about any one subject until every other member on the Board wishing to speak on the subject shall have been given the opportunity to speak. No Board member shall interfere with the orderly progress of a Board meeting. In order to ensure the orderly progress of Board meetings the Board President regulates the amount of time to be dedicated to a particular agenda item."

PUBLIC INPUT
No public input.

EMPLOYEE RECOGNITION

HUMAN RESOURCES REPORT
The Board recognized the following employees;
ANNIVERSARIES

Joseph McElrone	Wastewater Treatment Plant Operator I	3 Year
Alexander Nine	Lead Fleet and Facilities Maintenance Worker	7 Years

CERTIFICATIONS/EDUCATIONAL ACCOMPLISHMENTS

Charles Bell	Bachelor of Science in Business Administration
Brian Macy	Master of Public Administration (MPA)

PRESENTATIONS

CWEA AWARDS PRESENTATION
The President of CWEA/CORBS presented the three awards that were won at the state level to the MSWD Board and staff.

GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA) AWARD PRESENTATION
Award for excellence in budget reporting

DESERT HOT SPRINGS HIGH SCHOOL REAL ACADEMY INTERNSHIP PROGRAM
The four summer interns were presented to the Board.

ACTION ITEMS

PUBLIC HEARING (MONDAY 6/17/2024) RESOLUTION 2024-11 ~TO ESTABLISH WATER STANDBY ASSESSMENTS
The Board adopted Resolution 2024-11, making a determination to fix, levy, and collect water service standby assessments for the fiscal year 2024-2025.

President Sewell opened the Public Hearing; the secretary's report was given. Arturo Ceja gave the staff report. There was no public comment on this item.

Motion made by Director Mayrhofen, Seconded by Vice President Griffith.
Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff, Director Mayrhofen

PUBLIC HEARING (MONDAY 6/17/2024) - RESOLUTION 2024-12 ~ TO ESTABLISH SEWER STANDBY ASSESSMENTS
The Board adopted Resolution No. 2024-12, making a determination to fix, levy, and collect sewer service standby assessments for the fiscal year 2024-2025.

President Sewell opened the Public Hearing; the secretary's report was given. Arturo Ceja gave the staff report. There was no public comment on this item.

Motion made by Director Martin, Seconded by Vice President Griffith.
Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff
Voting Nay: Director Mayrhofen

RESOLUTION 2024-13 ~ ADDITION OF DELINQUENT ACCOUNTS TO COUNTY TAX ROLLS
The Board adopted Resolution No. 2024-13 requesting the Addition of Delinquent Water and Sewer Charges and Other Fees of $5.00 or more to the 2024-2025 Riverside County Tax Rolls.

Motion made by Vice President Griffith, Seconded by Director Duff.
Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff
Voting Nay: Director Mayrhofen

FISCAL YEAR 2024-25 BUDGET
A. The Board adopted Resolution No. 2024-14, adopting the Operating and Capital Budgets FY 2024-25.

B. The Board adopted Resolution No. 2024-15, adopting its Appropriations Limit for FYE June 30, 2025.

C. The Board adopted Resolution No. 2024-16, adopting its Employee Classification Plan effective July 1, 2024.

Motion made by Vice President Griffith, Seconded by Director Mayrhofen.
Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff, Director Mayrhofen

RESOLUTION 2024-18 ~ AMENDING RESOLUTION 2024-02 REVISIONS TO MISSION SPRINGS WATER DISTRICT PERSONNEL RULES AND REGULATIONS
The Board adopted Resolution 2024-18 providing for the revisions to Mission Springs Water District Personnel Rules and Regulations.

Oriana Hoffert, Human Resources Manager, reviewed the changes and updates.

Motion made by Director Martin, Seconded by Vice President Griffith.
Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff
Voting Nay: Director Mayrhofen

CONTRACT AGREEMENT WITH PREMIER PROPERTY PRESERVATION, LLC FOR ANNUAL JANITORIAL SERVICES FOR FY 2024-2025
The Board authorized the General Manager to approve a one-year contract agreement with Premier Property Preservation, LLC, titled Annual Janitorial Services for 2024-2025 in the amount of $34,320.00, plus a 10% contingency for a total of $37,752.00. The agreement can be extended for two additional years and negotiated at a revised price if necessary. The not-to-exceed amounts are $37,752.00 for fiscal years 2024-25, 2025-26, and 2026-27.

General Manager Macy noted this contract is for three years and reviewed briefly the terms of the contract.

Motion made by Vice President Griffith, Seconded by Director Duff.
Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff, Director Mayrhofen

PUBLIC WATER AND SEWER SYSTEMS CONSTRUCTION AGREEMENTS FOR TRACT 32030-3, SKYBORNE VILLAGE III

The board approved the Public Water and Sewer Systems Construction Agreements for the Skyborne Village III - Tract No. 30230-3 residential development project (Project) and authorize the General Manager to do all things necessary to complete the agreements.

Motion made by Director Martin, Seconded by Director Duff.
Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff, Director Mayrhofen

AWARD OF CONTRACT TO MWH CONSTRUCTORS INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR SKYBORNE VILLAGE 111 - LENNAR HOMES

The Board authorized the General Manager to execute a contract agreement with MWH Constructors, Inc., for construction management and inspection services for Skyborne Village III—Lennar Homes for an amount not to exceed $285,572.

Motion made by Vice President Griffith, Seconded by Director Martin.
Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff, Director Mayrhofen

CONTRACT AGREEMENT RENEWAL WITH INTELESYS COMMUNICATIONS SERVICES FOR INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

The Board authorized the General Manager to enter into a contract with Intelesys Communications Services for Information Technology (IT) Professional Services for the twelve-month period of July 1, 2024 – June 30, 2025, and do all things necessary to execute the agreement.

Aaron Betts with Intelesys Communications reviewed the work provided by his company for the last six months.

Motion made by Director Martin, Seconded by Vice President Griffith.
Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff, Director Mayrhofen

AWARD OF CONTRACT AGREEMENT WITH TRIMBLE FOR WORK ORDER AND ASSET MANAGEMENT SOFTWARE SUBSCRIPTION AND SUPPORT SERVICES

The Board authorized the General Manager to execute a three-year contract with Trimble Inc. for work order and asset management software subscription and support services in the amount of $139,584.00, plus a 10% contingency for a total of $153,542.40, and authorized the General Manager to do all things necessary to complete the project.

Jarrod Garbot of Trimble presented to the Board. He reviewed the services to be provided by this software.

Motion made by Director Duff, Seconded by Director Martin.
Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff, Director Mayrhofen

BOARD MEMBER AFFILIATION LISTING (UPDATED)
It is recommended to approve the updated Board Affiliation Listing.

Motion made by Vice President Griffith, Seconded by Director Duff.
Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff
Voting Nay: Director Mayrhofen

DISCUSSION ITEMS

NANCY WRIGHT REGIONAL WATER RECLAMATION FACILITY UPDATE
Terry Renner of TKE provided a construction and grant funding and permitting update to the Board.

CRITICAL SERVICES CENTER AND ADMINISTRATION BUILDING UPDATE
Alvin Flores from Rhanu Clarke presented an update to the Board. The city has provided a checklist to work off and items are being completed as we go into planning submittal.

CONSENT AGENDA

Motion made by Vice President Griffith, Seconded by Director Duff.
Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff, Director Mayrhofen

APPROVAL OF MINUTES
It is recommended to approve the minutes as follows:

May 16, 2024 - Study Session
May 20, 2024 - Board Meeting

REGISTER OF DEMANDS
The register of demands totaling $4,183,241.80

RESOLUTION 2024-17 ~ NOTICE OF GENERAL DISTRICT ELECTION, NOVEMBER 5, 2024, AND ESTABLISHMENT OF DEPOSIT FOR OPTIONAL CANDIDATE'S STATEMENT
It is recommended to adopt Resolution No. 2024-17 and authorize the District Secretary to notify the County Registrar of Voters that the offices of three members of the Board are to be filled and that candidates will be responsible for costs associated with the Candidate's Statement.

RESOLUTION 2024-19 ~ OPPOSING BALLOT INITIATIVE 1935
It is recommended to approve Resolution 2024-19 taking an opposing position on Ballot Initiative 1935.

REPORTS

DIRECTOR'S REPORTS
Director Martin reported attending the following meetings and events: 5/2 DVBA Legislative Meeting, 5/7-5/9 ACWA Conference, 5/13 DWA Board Meeting, 5/16 RivCo Countywide Oversight Board Meeting, 5/20 Cabot's Museum Board Meeting, 5/21 DHS City Council Meeting, 5/23 Big Heart Award Dinner, 5/27 Memorial Day Event – Veteran's Park, 5/30 Fire Station Ribbon Cutting.

Director Mayrhofen reported attending the following meetings and events: 5/8 CVEP Moring Insights, 5/9 CVCAN Meeting.

Director Duff reported attending the following meetings and events: 5/7-5/9 ACWA Conference, 5/14 CVWD Board Meeting, 5/21 DWA Board Meeting, 5/28 CVWD Board Meeting, 5/29 MSWD Water Talk.

Vice President Griffith reported attending the following meetings and events: 5/7-5/9 ACWA Conference, 5/21-5/22 CSDA Legislative Day

President Sewell reported attending the following meetings and events: 5/7-5/9 ACWA Conference, 5/22 GCVCC Indian Canyon Ribbon Cutting.

GENERAL MANAGER'S REPORT
Included in this report are the following oral reports:
A. Finance Report
B. Public Affairs Report
Marion Champion presented the Public Affairs Update.

COMMENTS

DISTRICT COUNSEL COMMENTS
Nothing further to add.

DIRECTOR COMMENTS
A. Director General Comments
B. Director Requests for Future Agenda Items
C. Director Requests for Future Meetings

A. Director Martin commended the staff for all their hard work.

A. Director Duff noted comments from the public at last week's CVAG Energy & Sustainability meeting regarding the air quality in the CV. She shared a number the public can call to share their concerns.
B. Director Duff requested Rule 35 from the employee handbook to come back to the Board for further discussion.

A. Vice President Griffith commended the General Manager for his completion of his Masters Degree.

A. President Sewell noted he appreciates the work that the whole board does and is thankful for the difficult discussions. Additionally he commented on the process of the GM review.

ADJOURN
With no further business, President Sewell adjourned the meeting at 5:20 PM.

Respectfully submitted,

Dori Petee
Executive Assistant

MISSION SPRINGS WATER DISTRICT - 10:48:18 07-03-24
(PAP40:FAP16) CASH DISBURSEMENTS FOR PERIOD 06-01-2024 THRU 06-30-2024 BY VENDOR NAME

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
1002947	06-07-24	ACWA-JPIA HEALTH BENEFITS AUTH.	JUNE 2024 PREPAID INSURANCE	95,844.43	95,844.43		95,844.43
1002970	06-13-24	ACWA-JPIA HEALTH BENEFITS AUTH.	JULY 2024 PREPAID INSURANCE	99,887.61	99,887.61		99,887.61
1003026	06-24-24	ADT COMMERCIAL LLC	SECURITY ALARM	347.24	347.24		347.24
99107516	06-05-24	AFLAC	MAY 2024 AFLAC DEDUCTIONS	3,883.13	3,883.13		3,883.13
1003077	06-27-24	AIR & HOSE SOURCE INC.	HYDRANT ADAPTER	425.21	788.98		788.98
			RESTOCK SUPPLIES C&M	363.77			
1003112	06-27-24	ALEXANDER BAZLEY	ACCOUNT REFUND 68255 VIA DOMINGO	4.48	4.48		4.48
1003012	06-18-24	ALEXANDRA MERRYMAN	ACCOUNT REFUND 9638 SAN SIMEON DR	14.65	14.65		14.65
1003027	06-24-24	AM CONSERVATION GROUP INC.	CONSERVATION EDUCATION	1,166.93	1,166.93		1,166.93
1002971	06-13-24	AMBER DUFF	PER DIEM REIMB.	53.88	794.54		794.54
			MILEAGE REIMB. MAY	659.28			
			PER DIEM REIMB.	36.25			
			PER DIEM REIMB.	38.83			
			PER DIEM REIMB.	6.30			
1002972	06-13-24	ANDY GRUNNET	EXAM REIMB. GRADE V WWTPO	365.00	365.00		365.00
1002973	06-13-24	ANSAFONE CONTACT CENTERS	ANSWERING SERVICE 06/2024	681.36	681.36		681.36
1003013	06-18-24	ARB, INC.	ACCOUNT REFUND ATKINS RD & GARNET RD	378.50	378.50		378.50
1003014	06-18-24	ARMIN HERRERA	ACCOUNT REFUND 65094 NORTH CLIFF CIR	57.60	57.60		57.60
1002949	06-07-24	BABCOCK LABORATORIES, INC.	FINANCE CHARGE	10.00	1,009.97		1,009.97
			TOTAL T TESTING - HORTON CLAR.	625.45			
			TOTAL T TESTING - DC EFF.	210.56			
			FINANCE CHARGE	12.86			
			TOTAL N PACKAGE - HORTON WWTP	151.10			
1003078	06-27-24	BABCOCK LABORATORIES, INC.	TOTAL N PACKAGE	375.27	1,375.99		1,375.99
			TOTAL N PACKAGE	625.45			
			TOTAL N PACKAGE	375.27			
			TOTAL N PACKAGE	625.45			
			TOTAL N PACKAGE	375.27			
1003057	06-25-24	BRAYAN BARRERA	ACCOUNT REFUND 12908 CACTUS DR	67.05	67.05		67.05
1003028	06-24-24	BRINKS INCORPORATED	MONTHLY SERVICES JUNE	307.60	400.02		400.02
			MONTHLY SERVICES MAY	92.42			
1003058	06-25-24	BROOKE SMITH	ACCOUNT REFUND 66753 SAN RAFAEL DR	1,393.20	1,393.20		1,393.20
1002974	06-13-24	CABOT'S MUSEUM FOUNDATION	EARTH DAY SPONSORSHIP	2,000.00	2,000.00		2,000.00
99107608	06-12-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 05.24.2024	35,963.53	35,963.53		35,963.53
99107609	06-12-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PLATT, WAGNER & WECK - RETRO ADJUSTMENTS	895.72	895.72		895.72
99107690	06-12-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	UNPOSTED PAYROLL - PPE 05.10.2024	200.00	200.00		200.00
99107842	06-27-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 06.07.2024	35,637.05	35,637.05		35,637.05
99107843	06-27-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	LEE & CHAD - RETRO ADJUSTMENTS PPE 06.21.24	643.95	643.95		643.95
1002976	06-13-24	CARPI & CLAY. INC	FEDERAL ADVOCACY SERVICES	5,000.00	5,000.00		5,000.00
1002977	06-13-24	CASEY DOLAN	DIGITAL ADVERTISING	650.00	650.00		650.00
1003079	06-27-24	CHARLES BELL	BOOT REIMBURSEMENT	267.42	267.42		267.42
1003052	06-25-24	CHRIS MCNUTT	ACCOUNT REFUND 9260 AVE JALISCO	39.82	39.82		39.82
1003059	06-25-24	CHRISTINA ELLWOOD	ACCOUNT REFUND 13948 VALLEY VIEW CT	279.97	279.97		279.97
1003015	06-18-24	CHRISTINE RIVAS	ACCOUNT REFUND 9751 SAN SIMEON DR	148.53	148.53		148.53
1002978	06-13-24	CITY OF DESERT HOT SPRINGS	CITY ENC PERMIT 66079	320.97	151,363.24		151,363.24
			CITY ENC PERMIT	320.97			
			UU TAX APRIL 2024 - COLLECTION PROP TAX	150,721.30			
1003030	06-24-24	CITY OF DESERT HOT SPRINGS	CITY ENC. PERMIT - 66091 CAHUILLA AVE	320.97	320.97		320.97
75868	06-26-24	CITY OF DESERT HOT SPRINGS	LOT LINE ADJUSTMENT REVIEW FEE	1,305.00	0.00	1,305.00	1,305.00
1003031	06-24-24	CIVICPLUS LLC	WEBSITE HOSTING	4,336.50	4,336.50		4,336.50
1003080	06-27-24	CLINICAL LABORATORY OF SAN BERNARDINO	BOD TESTING H+DC - 05/2024	270.00	2,393.00		2,393.00
			LAB SERVICES FOR SAMPLES - 05/2024	2,123.00			
1002979	06-13-24	CORE & MAIN LP	MC BALL VALVE W/ LOCKWING	1,900.71	7,167.74		7,167.74
			HARDWARE INVENTORY	1,310.24			

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			FULLPORT BALL VALVE	65.61			
			HARDWARE INVENTORY	1,241.13			
			REPLACEMENT TOOL - C&M	336.18			
			HARDWARE INVENTORY	2,243.68			
			PLASTIC HYD HOSE CAP	70.19			
1003081	06-27-24	CORE & MAIN LP	REPAIR CLAMPS	560.30	12,056.08		12,056.08
			HARDWARE INVENTORY	2,821.03			
			HARDWARE INVENTORY	5,226.25			
			FLEX CPLG	1,389.98			
			FULL CIRCLE REPAIR CLAMPS	2,058.52			
1002975	06-13-24	CORONA ENVIRONMENTAL CONSULTING, LLC	PROGRESS PAYMENT 6	18,815.00	0.00	29,705.00	29,705.00
			PROGRESS PAYMENT 5	10,890.00			
1003029	06-24-24	CORONA ENVIRONMENTAL CONSULTING, LLC	PROGRESS PAYMENT 4	2,744.21	0.00	2,744.21	2,744.21
1002980	06-13-24	CWEA	CERT. RENEWAL JOEY M.	103.00	103.00		103.00
1003032	06-24-24	CWEA	CWEA MEMBERSHIP RENEWAL - LEE B.	221.00	221.00		221.00
1003082	06-27-24	CYNTHIA ACOSTA	MILEAGE REIMBURSEMENT	28.48	28.48		28.48
1003083	06-27-24	CYPRESS DENTAL ADMINISTRATORS	JULY 2024 PREPAID DENTAL	4,701.69	4,701.69		4,701.69
1003033	06-24-24	DAVID PENA	BOOT REIMBURSEMENT	267.22	267.22		267.22
1003086	06-27-24	DESERT PROMOTIONS	MSWD CAPS	835.20	835.20		835.20
1003085	06-27-24	DESERT RECYCLING INC.	CORP YARD - REMOVAL OLD ASPHALT/CONCRETE	1,460.00	1,460.00		1,460.00
1003034	06-24-24	DESERT URGENT CARE	PHYSICALS	320.00	320.00		320.00
1003084	06-27-24	DESERT VALLEY DISPOSAL, INC.	MAY SERVICE CHARGES - ADMIN	544.89	1,338.79		1,338.79
			MAY SERVICE CHARGES - CORP YARD	793.90			
1002981	06-13-24	DOWNING CONSTRUCTION, INC.	PROGRESS PAYMENT 14	151,128.53	0.00	151,128.53	151,128.53
1003087	06-27-24	DOWNING CONSTRUCTION, INC.	PROGRESS PAYMENT #15	343,473.21	0.00	343,473.21	343,473.21
99107687	06-18-24	DOWNING CONSTRUCTION, INC.	RETENTION WIRE PP #14	7,954.13	0.00	7,954.13	7,954.13
99107848	06-28-24	DOWNING CONSTRUCTION, INC.	RETENTION WIRE PP #15	18,077.54	0.00	18,077.54	18,077.54
1003088	06-27-24	DURABLE COATING INC	LINE-X COATING UNIT 442	2,177.50	2,177.50		2,177.50
1002951	06-07-24	ECOLOGY AUTO PARTS	SLUDGE HAULING 05.03.24	2,593.36	18,077.49		18,077.49
			SLUDGE HAULING 04.26.24	1,901.24			
			SLUDGE - TRACTOR UNIT 05.03.24	3,000.00			
			SLUDGE HAULING 05.03.24	1,366.34			
			SLUDGE HAULING 05.03.24	2,000.00			
			SLUDGE HAULING 05.03.24	1,900.43			
			SLUDGE HAULING 04.26.24	5,316.12			
1003089	06-27-24	ECOLOGY AUTO PARTS	SLUDGE HAULING 05.10.24	5,233.43	27,040.31		27,040.31
			SLUDGE HAULING 05.24.24	5,202.50			
			SLUDGE HAULING 05.17.24	1,897.74			
			SLUDGE HAULING 05.17.24	3,881.97			
			SLUDGE HAULING 05.31.24	1,893.76			
			SLUDGE HAULING 05.31.24	3,930.91			
			SLUDGE HAULING	3,000.00			
			SLUDGE HAULING - BELT TRAILER	2,000.00			
1002982	06-13-24	EDOM HILL TRANSFER STATION	DEBRI FROM LEAK REPAIR 1ST ST	254.92	254.92		254.92
99107668	06-14-24	EFTPS-IRS PAYROLL TAX REMITTANCE	FED TAX DEP PPE 06.07.24	58,648.08	58,648.08		58,648.08
99107846	06-28-24	EFTPS-IRS PAYROLL TAX REMITTANCE	FED TAX DEP PPE 06.21.24	56,862.45	56,862.45		56,862.45
1003016	06-18-24	ELOISA LARA	ACCOUNT REFUND 66259 AVE BARONA	46.45	46.45		46.45
PR061424	06-14-24	EMPLOYEES		3,524.46	3,524.46		3,524.46
PR062824	06-28-24	EMPLOYEES		1,810.70	1,810.70		1,810.70
1003035	06-24-24	ENTERPRISE FM TRUST	MONTHLY FLEET LEASE 06/24	25,170.11	25,170.11		25,170.11
1002983	06-13-24	ENVIROGEN TECHNOLOGIES INC	WELL 26A URANIUM TREATMENT 05/2024	4,120.87	4,120.87		4,120.87
1002984	06-13-24	EPTURA INC	MANAGER PLUS RENEWAL	5,415.00	5,415.00		5,415.00

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1003036	06-24-24	ESRI INC.	ANNUAL ESRI AGREEMENT YEAR 2/3	28,400.00	28,400.00		28,400.00
1002952	06-07-24	EXECUTIVE FACILITIES SERVICES, INC.	JANITORIAL SVCS - APRIL 2024	1,830.00	3,660.00		3,660.00
			DISINFECTING SVCS - APRIL 2024	1,830.00			
99107574	06-07-24	FARMERS & MERCHANTS BANK	F+M JUNE 2024 DEBT PAYABLE	12,190.95	12,190.95		12,190.95
1002953	06-07-24	FEDEX	WELLS FARGO OVERNIGHT FEE	51.71	51.71		51.71
1002985	06-13-24	FEDEX	WELLS FARGO OVERNIGHT FEE	51.59	51.59		51.59
1002986	06-13-24	FORD HALL COMPANY INC	REPLACEMENT BRUSHES - CLARIFIER 4 & 5	726.66	726.66		726.66
1002954	06-07-24	FORSHOCK	SCADA MONITORING JUNE 2024	220.00	440.00	1,952.50	2,392.50
			ANTENNA ALIGN, RADIO CONFIG., IP SPECS	1,952.50			
			SCADA MONITORING MAY 2024	220.00			
1003037	06-24-24	FORSHOCK	CHLORINE PUMP - WELL 33	2,118.88	16,109.13		16,109.13
			WELL 27/31 TROUBLESHOOTING/SUPPORT	13,990.25			
1002955	06-07-24	FRANCHISE TAX BOARD	MARK VERMEER PPE 05.24.24 PMT 19	150.00	150.00		150.00
1003038	06-24-24	FRANCHISE TAX BOARD	MARK VERMEER PPE 06.07.24 PMT 20	150.00	150.00		150.00
1003060	06-25-24	FRANCIS M. ORTIZ	ACCOUNT REFUND 65946 DESERT VIEW AVE	145.96	145.96		145.96
1003017	06-18-24	FRANCISCO ESCOBAR	ACCOUNT REFUND 65439 VIA DEL SOL	72.39	72.39		72.39
1003018	06-18-24	GABRIELA FRANCO	ACCOUNT REFUND 15835 BUBBLING WELLS RD	120.07	120.07		120.07
1003072	06-25-24	GINA LOPEZ	ACCOUNT REFUND 64550 PIERSON BLVD #4	25.00	25.00		25.00
1002987	06-13-24	GLENN B. DORNING, INC.	LANDPRIDE BOXSCRAPER	1,540.17	0.00	1,540.17	1,540.17
1003061	06-25-24	GOLDEN REAL PROPERTIES LLC	ACCOUNT REFUND 66051 3RD ST	493.10	493.10		493.10
1003090	06-27-24	GRAINGER	TELESCOPIC LADDER - PRODUCTION	460.04	3,334.74		3,334.74
			PLUG IN UTILITY PUMP - C&M	1,751.11			
			STATIONARY STEP - HWWTP	367.49			
			4400LB PALLET JACK - WRIGHT PLANT	756.10			
1002956	06-07-24	GREGORY ROBARGE	TURF REBATE	902.00	902.00		902.00
1002988	06-13-24	HAAKER EQUIMENT COMPANY	SKIDS - SEWER CLEANING	475.24	475.24		475.24
1003039	06-24-24	HACH COMPANY	COLORIMETER - WATER PRODUCTION	633.57	633.57		633.57
1003062	06-25-24	HENKELS AND MC COY WEST	ACCOUNT REFUND HAUGEN-LEHMANN WAY AND TAMARACK RD	630.19	630.19		630.19
1003091	06-27-24	HOME DEPOT CREDIT SERVICES	HOME CEPOT CREDIT CARD	2,533.00	2,533.00		2,533.00
1002957	06-07-24	HORNE LLP	LIHWAP UNUSED FUNDS	6,726.06	6,726.06		6,726.06
1003019	06-18-24	HUMANE SOCIETY OF THE DESERT	ACCOUNT REFUND 13700 PALM DR	50.24	50.24		50.24
1002989	06-13-24	INFOSEND INC	PRINT MAIL SERVICES	4,250.38	4,250.38		4,250.38
1003040	06-24-24	INFOSEND INC	MSWD NEWSLETTER BILL INSERT	1,321.62	1,321.62		1,321.62
1002990	06-13-24	INTELESYS	NETWORK - WRIGHT PLANT	9,440.12	9,440.12		9,440.12
1003041	06-24-24	INTELESYS	ONBOARD/SETUP NEW LAPTOP	85.00	170.00		170.00
			ONBOARD/SETUP NEW LAPTOP	85.00			
1003113	06-27-24	J.B. JOHNSON	ACCOUNT REFUND SUNRISE & VERBENA	800.00	800.00		800.00
1002991	06-13-24	J.F. SHEA CONSTRUCTION, INC.	PROGRESS PAYMENT 25	529,524.87	0.00	529,524.87	529,524.87
99107685	06-18-24	J.F. SHEA CONSTRUCTION, INC.	RETENTION WIRE PP #25	27,869.73	0.00	27,869.73	27,869.73
1003020	06-18-24	JACOBSON ENGINEERING CONSTRUCTION INC	ACCOUNT REFUND 8TH ST & CACTUS DR	720.21	720.21		720.21
1003063	06-25-24	JAMEE RAMCHARAM	ACCOUNT REFUND 66680 3RD ST	2.36	2.36		2.36
1003073	06-25-24	JAMES GRAVELL	ACCOUNT REFUND 9092 PUESTA DEL SOL	7.72	7.72		7.72
1003074	06-25-24	JF SHEA	ACCOUNT REFUND LITTLE MORONGO WELL 33	800.00	800.00		800.00
1003075	06-25-24	JF SHEA	ACCOUNT REFUND LITTLE MORONGO REGIONAL PLANT	800.00	800.00		800.00
1002958	06-07-24	JOE HERNANDEZ	BOOT REIMBURSEMENT	269.70	269.70		269.70
1003021	06-18-24	JOHN COCKRILL	ACCOUNT REFUND 69266 GOLDENWEST DR	1.22	1.22		1.22
1003115	06-27-24	JONES BROS CONST	ACCOUNT REFUND 15967 AVE MONTEFLORA	800.00	800.00		800.00
1003114	06-27-24	JONES BROS. CONSTRUCTION CO.	ACCOUNT REFUND	800.00	800.00		800.00
1002992	06-13-24	LAYNE CHRISTENSEN COMPANY	PROGRESS PAYMENT 11	5,454.00	0.00	5,454.00	5,454.00
1003064	06-25-24	LEGEND PUMP & WELL SERVICE INC	ACCOUNT REFUND KAREN AVE AT 10TH AVE/MISSION LAKE	335.49	335.49		335.49
1003042	06-24-24	LEGEND PUMP & WELL SERVICE, INC.	PROGRESS PAYMENT 4	2,375.00	0.00	2,375.00	2,375.00
1003092	06-27-24	LEGEND PUMP & WELL SERVICE, INC.	WELL 31 PULL/INSPECT	13,684.00	13,684.00		13,684.00

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99107664	06-13-24	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 06.07.2024	14,845.28	14,845.28		14,845.28
99107845	06-28-24	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 06.21.2024	14,480.25	14,480.25		14,480.25
1003022	06-18-24	LUCY VINDEL	ACCOUNT REFUND 16320 AVE MONTEFLORA	25.55	25.55		25.55
1003024	06-18-24	LUIS GUIZAR	ACCOUNT REFUND 66289 5TH ST	106.18	106.18		106.18
1003023	06-18-24	LUISA MARTINEZ	ACCOUNT REFUND 12350 DAVE AVE	26.44	26.44		26.44
1003065	06-25-24	MANDY WILSON	ACCOUNT REFUND 54282 KIMDALE DR	71.55	71.55		71.55
1002959	06-07-24	MANPOWER US INC.	STAFFING SERVICES - ENGINEERING	1,230.15	1,230.15		1,230.15
1002993	06-13-24	MANPOWER US INC.	STAFFING SERVICES - FIELD	1,670.40	2,957.32		2,957.32
			STAFFING SERVICES - ENGINEERING	1,286.92			
1003043	06-24-24	MANPOWER US INC.	STAFFING SERVICES - ENGINEERING	1,230.15	5,801.10		5,801.10
			STAFFING SERVICES - FIELD OPERATIONS	1,670.40			
			STAFFING SERVICES - FIELD OPERATIONS	1,670.40			
			STAFFING SERVICES - ENGINEERING	1,230.15			
1003093	06-27-24	MANPOWER US INC.	STAFFING SERVICES - FIELD OPERATIONS	1,670.40	2,900.55		2,900.55
			STAFFING SERVICES - ENGINEERING	1,230.15			
1003066	06-25-24	MANUEL RAMIREZ	ACCOUNT REFUND 61245 DERONDA AVE	62.30	62.30		62.30
1003053	06-25-24	MARK EDWARDS	ACCOUNT REFUND 68218 CALLE BONITA	31.08	31.08		31.08
1002994	06-13-24	MATHESON TRI-GAS, INC	COOLING HARD HAT	404.06	404.06		404.06
			NECK SHADES				
1003094	06-27-24	MATHESON TRI-GAS, INC	4DZ GRAY ANTI-FOG SAFETY GLASSES	620.64	620.64		620.64
1003054	06-25-24	MATICH CORPORATION	ACCOUNT REFUND LONG CANYON RD AND 15TH AVE	189.84	189.84		189.84
1003095	06-27-24	MCCROMETER INC	MAG METER	6,657.45	3,577.95		3,577.95
			RETURN CREDIT MEMO	-3,079.50			
1003044	06-24-24	MCDONALD ELECTRIC, INC	SERVICE CALL - RAS PUMP #7	1,026.88	1,026.88		1,026.88
1003096	06-27-24	MCMASTER-CARR	STEEL HEX SCREWS - HORTON PLANT	21.22	62.27		62.27
			COMPRESSION ADAPT.	41.05			
1003045	06-24-24	MDN WATER MANAGEMENT SERVICES INC	MAY SERVICES	9,870.00	9,870.00		9,870.00
1003055	06-25-24	MIGUEL MUNOZ LIVING TRUST	ACCOUNT REFUND 66011 4TH ST	2.31	2.31		2.31
1003067	06-25-24	MLOU GUZMAN VILLANUEVA	ACCOUNT REFUND 66146 PIERSON BLVD	316.60	316.60		316.60
1003097	06-27-24	NOBEL SYSTEMS INC.	GEOVIEWER CORELOGIC INTERACTION & CMMS	17,149.00	17,149.00		17,149.00
1002960	06-07-24	O'REILLY AUTOMOTIVE INC.	CABIN FILTER, OIL, UNIT 360	65.72	65.72		65.72
1002961	06-07-24	PALM SPRINGS PEST CONTROL, INC.	PEST CONTROL SERVICES - CORP YARD	45.00	600.00		600.00
			BAIT BOX CORP YARD	60.00			
			PEST CONTROL - ANNEX	65.00			
			BAIT BOX ADMIN BLDG	40.00			
			PEST CONTROL - ADMIN BLDG	90.00			
			PEST CONTROL CORP YARD	45.00			
			PEST CONTROL BAIT BOX ADMIN	40.00			
			PEST CONTROL ANNEX	65.00			
			PEST CONTROL ADMIN BLDG	90.00			
			BAIT BOX CORP YARD	60.00			
1003046	06-24-24	PALM SPRINGS UNIFIED	MISSION CREEK FIELD TRIP	438.81	438.81		438.81
1002962	06-07-24	PARAGON PARTNERS CONSULTANTS INC	SCE LITTLE MORONGO EASEMENT PP #2	1,650.00	0.00	1,650.00	1,650.00
1002995	06-13-24	PARKERS BUILDING SUPPLY	HARDWARE INVENTORY - FLEET MAINT.	8.15	25.38		25.38
			GRINDER WIRE BRUSH	17.23			
1003098	06-27-24	PARKERS BUILDING SUPPLY	DRILL BIT CARBSIDE MASONRY	71.77	165.38		165.38
			GENERAL SUPPLIES	68.88			
			PLASTIC REPAIRS - ADMIN BLDG	16.66			
			TOILET REPAIR PARTS - ENGINEERING MODULAR	8.07			
99107850	06-18-24	PAYMENTUS CORPORATION	MAY 2024 CREDIT CARDS FEES	3,841.00	3,841.00		3,841.00
99107579	06-05-24	PAYNEARME MT, INC.	MAY 2024 PAYNEARME FEES	7,928.40	7,928.40		7,928.40
1002996	06-13-24	PLANIT REPROGRAPHICS	SKYBORNE VILLAGE III - SEWER	400.90	400.90		400.90

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
1003047	06-24-24	PLANIT REPROGRAPHICS	SKYBORNE VILLAGE III WATER	284.53	284.53		284.53
1002997	06-13-24	POWERPLAN OIB	UPPER KINGPIN UNIT 367	470.64	470.64		470.64
1003099	06-27-24	POWERPLAN OIB	UNIT 367 - SKIPLOADER REPAIR	7,071.23	7,071.23		7,071.23
1002963	06-07-24	RAUL OLMEDO	TOILET REBATE	150.00	150.00		150.00
1002950	06-07-24	RAY DUFF	TOILET REBATE	150.00	150.00		150.00
1002998	06-13-24	RAY LOPEZ ASSOCIATES	MAY INSPECTIONS	1,925.00	1,925.00		1,925.00
1002999	06-13-24	ROBERT G MODRICH	MAY 2024 UNIDATA MAINTENANCE	4,746.00	4,746.00		4,746.00
1002964	06-07-24	ROTARY CLUB OF DESERT HOT SPRINGS	ROTARY MEMBERSHIP 24/25	200.00	200.00		200.00
1003100	06-27-24	RTK REFRIGERATION	ICE MACHINE REPAIRS - CORP YARD	255.43	255.43		255.43
1003000	06-13-24	RUSS MARTIN	MAY MILEAGE REIMB.	775.19	840.19		840.19
			SD GOVERNANCE CSDA	65.00			
1003116	06-27-24	SAN HAY CHAN	ACCOUNT REFUND 68651 PANORAMA DR	13.59	13.59		13.59
1003025	06-18-24	SAVANA DIXON	ACCOUNT REFUND 66010 HACIENDA AVE	69.38	69.38		69.38
1002848	06-10-24	SAVANT SOLUTIONS, INC.	CYBERSECURITY ARCTIC WOLF RENEWAL	-33,477.94	-33,477.94		-33,477.94
1003001	06-13-24	SAVANT SOLUTIONS, INC.	CYBERSECURITY ARCTIC WOLF RENEWAL	33,477.94	33,477.94		33,477.94
1002965	06-07-24	SHEPPARD MULLIN RICHTER & HAMPTON LLP	92DM-378557 MSWD V SCE	32,688.45	0.00	32,688.45	32,688.45
			LEGAL CONSULTING				
1003101	06-27-24	SHERWIN-WILLIAMS	YELLOW PAINT GALLONS	261.09	261.09		261.09
1003102	06-27-24	SLOVAK BARON EMPEY MURPHY & PINKNEY LLP	LEGAL SERVICES RETAINER	6,500.00	6,500.00		6,500.00
1003103	06-27-24	SOUTH COAST AIR QUALITY	D.P.L.S. ICE GENERATOR PERMIT	541.04	707.00		707.00
			FLAT FEE EMISSIONS - D.P.L.S.	165.96			
1002966	06-07-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	5,260.08	5,260.08		5,260.08
1003002	06-13-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	124,376.05	124,376.05		124,376.05
1003048	06-24-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	4,690.91	40,486.84		40,486.84
			ELECTRIC BILL	32,075.49			
			ELECTRIC BILL	3,720.44			
1003104	06-27-24	STAPLES	CREDIT MEMO	-33.82	343.12		343.12
			REPLACEMENT INK TONERS	279.60			
			RESTOCK PAINT MARKERS	33.82			
			RESTOCK RUBBER BANDS	29.70			
			RETURNED ITEM	33.82			
99107667	06-14-24	STATE OF CA EDD	STATE TAX PPE 06.07.2024	12,080.31	12,080.31		12,080.31
99107847	06-28-24	STATE OF CA EDD	STATE TAX PPE 06.21.24	11,760.63	11,760.63		11,760.63
1003076	06-25-24	SUELYNN THOMAS	ACCOUNT REFUND 62443 N STARCROSS DR	28.08	28.08		28.08
1002967	06-07-24	T4 SPATIAL, LLC	CCTV STORAGE APRIL 2024	1,250.00	3,750.00		3,750.00
			CCTV STORAGE MAY 2024	1,250.00			
			CCTV STORAGE JUNE 2024	1,250.00			
1003068	06-25-24	TAMMY MASON	ACCOUNT REFUND 9471 CAPILAND RD	8.03	8.03		8.03
1003049	06-24-24	THE LINCOLN NATL. LIFE INS. CO.	JULY 2024 PREPAID LIFE INSURANCE	3,895.31	3,895.31		3,895.31
1002968	06-07-24	THE UPS STORE #5062	BUSINESS CARDS	197.13	269.30		269.30
			NAME TAG	25.85			
			BUSINESS CARDS	46.32			
1003003	06-13-24	THE UPS STORE #5062	BUSINESS CARDS	46.32	81.88		81.88
			VALUES POSTER	35.56			
1003069	06-25-24	THOMAS GARDNER	ACCOUNT REFUND 64255 EAGLE MOUNTAIN AVE	59.40	59.40		59.40
1003056	06-25-24	THOMAS OAKLEY	ACCOUNT REFUND 65565 ACOMA AVE #48	6.99	6.99		6.99
1003004	06-13-24	TKE ENGINEERING, INC	PROGRESS PAYMENT 24	162,101.05	0.00	407,173.24	407,173.24
			PROGRESS PAYMENT 25	121,835.15			
			PROGRESS PAYMENT 26	123,237.04			
1003105	06-27-24	TOPS N BARRICADES, INC	REPLACEMENT SIGN CORP YARD	58.58	58.58		58.58
1002969	06-07-24	ULINE INC	TWIN RETRACTABLE SAFETY LANYARD	635.07	635.07		635.07
1003005	06-13-24	UNDERGROUND SERVICE ALERT	TICKET CHARGES	440.50	440.50		440.50

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
1003050	06-24-24	URBAN HABITAT	LANDSCAPE SERVICES - APRIL	5,550.00	12,500.00		12,500.00
			LANDSCAPE SERVICES MAY 2024	6,950.00			
1003006	06-13-24	US BANK	AD 13 ADMIN FEES - OPT. REDEMPTION	250.00	250.00		250.00
1003007	06-13-24	USA BLUEBOOK	ARC FLASH SUIT KITS	6,171.46	6,171.46		6,171.46
1003106	06-27-24	USA BLUEBOOK	HACH DPD CHLORING ANALYZERS - PRODUCTION	1,480.74	3,065.38		3,065.38
			2 1/2 PRESSURE GAUGES - PRODUCTION	85.02			
			MAGNETIC VALVE BOX - C&M	443.68			
			TUBING - PRODUCTION	63.58			
			2 1/2 PRESSURE GAUGE - PRODUCTION	85.02			
			30 PSI PRESSURE GAUGES - PRODUCTION	340.11			
			30 PSI TRANSMITTER - PRODUCTION	567.23			
1003107	06-27-24	VALLEY LOCK & SAFE	FORKLIFT KEYS	24.20	997.51		997.51
			NEW ID BADGES	973.31			
1003008	06-13-24	VERIZON CONNECT FLEET USA LLC	GPS TRACKING SUBSCRIPTION	587.45	587.45		587.45
1002948	06-07-24	VESTIS SERVICES INC	UNIFORM SERVICES 05.15.24	258.07	516.14		516.14
			UNIFORM SERVICES 05.22.24	258.07			
1003051	06-24-24	VESTIS SERVICES INC	UNIFORM SERVICES 05.29.24	258.07	1,171.07		1,171.07
			UNIFORM SERVICES 06.05.24	642.85			
			UNIFORM SERVICES 06.12.24	270.15			
1003009	06-13-24	WATERLINE TECHNOLOGIES INC.	5 DRUMS REFILLED	1,222.96	5,136.45		5,136.45
			6 DRUMS REFILLED	1,467.56			
			10 DRUMS REFILLED	2,445.93			
99107581	06-03-24	WELLS FARGO BANK	MAY 2024 LOC INTEREST EXP	53,200.00	53,200.00		53,200.00
99107665	06-14-24	WELLS FARGO BANK	AUTO DEP PPE 06.07.2024	137,424.22	137,424.22		137,424.22
99107844	06-28-24	WELLS FARGO BANK	AUTO DEP PPE 06.21.2024	131,485.97	131,485.97		131,485.97
1003070	06-25-24	WENDY AYALA	ACCOUNT REFUND 16040 VIA VISTA	71.13	71.13		71.13
1003109	06-27-24	WESTAIR GASES & EQUIPMENT, INC.	REPLACEMENT CO2 TANK	400.16	400.16		400.16
1003108	06-27-24	WESTERN WATER WORKS	HARDWARE INVENTORY	9,954.27	18,962.52		18,962.52
			REPLACEMENT CUSTOMER SVC SADDLE	565.07			
			6 CLA-VAL	8,443.18			
1003010	06-13-24	WIENHOFF DRUG TESTING	DOT PROGRAM ENROLLMENT	175.00	175.00		175.00
1003011	06-13-24	WILLDAN FINANCIAL SERVICES	FY 23/24 POSTCARDS	3,656.12	7,641.14		7,641.14
			FY 24/25 POSTCARDS	3,985.02			
1003110	06-27-24	XEROX CORPORATION	XEROX LEASE	1,094.99	1,489.77		1,489.77
			XEROX JUNE LEASE	197.39			
			XEROX LEASE MAY	197.39			
1003071	06-25-24	YU CHING LIN	ACCOUNT REFUND 66337 PIERSON BLVD	36.55	36.55		36.55
1003111	06-27-24	ZORO TOOLS INC	CUSTOM WORK PLATFORM	2,472.11	2,472.11		2,472.11
			CURRENT CHECK TOTAL	3,057,299.0	1,492,683.5	1,564,615.5	3,057,299.0
TOTAL				3,057,299.09	1,492,683.51	1,564,615.58	3,057,299.09
195 records listed							

MISSION SPRINGS WATER DISTRICT - 10:47:51 07-03-24
(PAP40:FAP16) CASH DISBURSEMENTS FOR PERIOD 06-01-2024 THRU 06-30-2024 BY CHECK NUMBER

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
75868	06-26-24	CITY OF DESERT HOT SPRINGS	LOT LINE ADJUSTMENT REVIEW FEE	1,305.00	0.00	1,305.00	1,305.00
1002848	06-10-24	SAVANT SOLUTIONS, INC.	CYBERSECURITY ARCTIC WOLF RENEWAL	-33,477.94	-33,477.94		-33,477.94
1002947	06-07-24	ACWA-JPIA HEALTH BENEFITS AUTH.	JUNE 2024 PREPAID INSURANCE	95,844.43	95,844.43		95,844.43
1002948	06-07-24	VESTIS SERVICES INC	UNIFORM SERVICES 05.15.24	258.07	516.14		516.14
			UNIFORM SERVICES 05.22.24	258.07			
1002949	06-07-24	BABCOCK LABORATORIES, INC.	FINANCE CHARGE	10.00	1,009.97		1,009.97
			TOTAL T TESTING - HORTON CLAR.	625.45			
			TOTAL T TESTING - DC EFF.	210.56			
			FINANCE CHARGE	12.86			
			TOTAL N PACKAGE - HORTON WWTP	151.10			
1002950	06-07-24	RAY DUFF	TOILET REBATE	150.00	150.00		150.00
1002951	06-07-24	ECOLOGY AUTO PARTS	SLUDGE HAULING 05.03.24	2,593.36	18,077.49		18,077.49
			SLUDGE HAULING 04.26.24	1,901.24			
			SLUDGE - TRACTOR UNIT 05.03.24	3,000.00			
			SLUDGE HAULING 05.03.24	1,366.34			
			SLUDGE HAULING 05.03.24	2,000.00			
			SLUDGE HAULING 05.03.24	1,900.43			
			SLUDGE HAULING 04.26.24	5,316.12			
1002952	06-07-24	EXECUTIVE FACILITIES SERVICES, INC.	JANITORIAL SVCS - APRIL 2024	1,830.00	3,660.00		3,660.00
			DISINFECTING SVCS - APRIL 2024	1,830.00			
1002953	06-07-24	FEDEX	WELLS FARGO OVERNIGHT FEE	51.71	51.71		51.71
1002954	06-07-24	FORSHOCK	SCADA MONITORING JUNE 2024	220.00	440.00	1,952.50	2,392.50
			ANTENNA ALIGN, RADIO CONFIG., IP SPECS	1,952.50			
			SCADA MONITORING MAY 2024	220.00			
1002955	06-07-24	FRANCHISE TAX BOARD	MARK VERMEER PPE 05.24.24 PMT 19	150.00	150.00		150.00
1002956	06-07-24	GREGORY ROBARGE	TURF REBATE	902.00	902.00		902.00
1002957	06-07-24	HORNE LLP	LIHWAP UNUSED FUNDS	6,726.06	6,726.06		6,726.06
1002958	06-07-24	JOE HERNANDEZ	BOOT REIMBURSEMENT	269.70	269.70		269.70
1002959	06-07-24	MANPOWER US INC.	STAFFING SERVICES - ENGINEERING	1,230.15	1,230.15		1,230.15
1002960	06-07-24	O'REILLY AUTOMOTIVE INC.	CABIN FILTER, OIL, UNIT 360	65.72	65.72		65.72
1002961	06-07-24	PALM SPRINGS PEST CONTROL, INC.	PEST CONTROL SERVICES - CORP YARD	45.00	600.00		600.00
			BAIT BOX CORP YARD	60.00			
			PEST CONTROL - ANNEX	65.00			
			BAIT BOX ADMIN BLDG	40.00			
			PEST CONTROL - ADMIN BLDG	90.00			
			PEST CONTROL CORP YARD	45.00			
			PEST CONTROL BAIT BOX ADMIN	40.00			
			PEST CONTROL ANNEX	65.00			
			PEST CONTROL ADMIN BLDG	90.00			
			BAIT BOX CORP YARD	60.00			
1002962	06-07-24	PARAGON PARTNERS CONSULTANTS INC	SCE LITTLE MORONGO EASEMENT PP #2	1,650.00	0.00	1,650.00	1,650.00
1002963	06-07-24	RAUL OLMEDO	TOILET REBATE	150.00	150.00		150.00
1002964	06-07-24	ROTARY CLUB OF DESERT HOT SPRINGS	ROTARY MEMBERSHIP 24/25	200.00	200.00		200.00
1002965	06-07-24	SHEPPARD MULLIN RICHTER & HAMPTON LLP	92DM-378557 MSWD V SCE	32,688.45	0.00	32,688.45	32,688.45
			LEGAL CONSULTING				
1002966	06-07-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	5,260.08	5,260.08		5,260.08
1002967	06-07-24	T4 SPATIAL, LLC	CCTV STORAGE APRIL 2024	1,250.00	3,750.00		3,750.00
			CCTV STORAGE MAY 2024	1,250.00			
			CCTV STORAGE JUNE 2024	1,250.00			
1002968	06-07-24	THE UPS STORE #5062	BUSINESS CARDS	197.13	269.30		269.30
			NAME TAG	25.85			
			BUSINESS CARDS	46.32			

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1002969	06-07-24	ULINE INC	TWIN RETRACTABLE SAFETY LANYARD	635.07	635.07		635.07
1002970	06-13-24	ACWA-JPIA HEALTH BENEFITS AUTH.	JULY 2024 PREPAID INSURANCE	99,887.61	99,887.61		99,887.61
1002971	06-13-24	AMBER DUFF	PER DIEM REIMB.	53.88	794.54		794.54
			MILEAGE REIMB. MAY	659.28			
			PER DIEM REIMB.	36.25			
			PER DIEM REIMB.	38.83			
			PER DIEM REIMB.	6.30			
1002972	06-13-24	ANDY GRUNNET	EXAM REIMB. GRADE V WWTPO	365.00	365.00		365.00
1002973	06-13-24	ANSAFONE CONTACT CENTERS	ANSWERING SERVICE 06/2024	681.36	681.36		681.36
1002974	06-13-24	CABOT'S MUSEUM FOUNDATION	EARTH DAY SPONSORSHIP	2,000.00	2,000.00		2,000.00
1002975	06-13-24	CORONA ENVIRONMENTAL CONSULTING, LLC	PROGRESS PAYMENT 6	18,815.00	0.00	29,705.00	29,705.00
			PROGRESS PAYMENT 5	10,890.00			
1002976	06-13-24	CARPI & CLAY. INC	FEDERAL ADVOCACY SERVICES	5,000.00	5,000.00		5,000.00
1002977	06-13-24	CASEY DOLAN	DIGITAL ADVERTISING	650.00	650.00		650.00
1002978	06-13-24	CITY OF DESERT HOT SPRINGS	CITY ENC PERMIT 66079	320.97	151,363.24		151,363.24
			CITY ENC PERMIT	320.97			
			UU TAX APRIL 2024 - COLLECTION PROP TAX	150,721.30			
1002979	06-13-24	CORE & MAIN LP	MC BALL VALVE W/ LOCKWING	1,900.71	7,167.74		7,167.74
			HARDWARE INVENTORY	1,310.24			
			FULLPORT BALL VALVE	65.61			
			HARDWARE INVENTORY	1,241.13			
			REPLACEMENT TOOL - C&M	336.18			
			HARDWARE INVENTORY	2,243.68			
			PLASTIC HYD HOSE CAP	70.19			
1002980	06-13-24	CWEA	CERT. RENEWAL JOEY M.	103.00	103.00		103.00
1002981	06-13-24	DOWNING CONSTRUCTION, INC.	PROGRESS PAYMENT 14	151,128.53	0.00	151,128.53	151,128.53
1002982	06-13-24	EDOM HILL TRANSFER STATION	DEBRI FROM LEAK REPAIR 1ST ST	254.92	254.92		254.92
1002983	06-13-24	ENVIROGEN TECHNOLOGIES INC	WELL 26A URANIUM TREATMENT 05/2024	4,120.87	4,120.87		4,120.87
1002984	06-13-24	EPTURA INC	MANAGER PLUS RENEWAL	5,415.00	5,415.00		5,415.00
1002985	06-13-24	FEDEX	WELLS FARGO OVERNIGHT FEE	51.59	51.59		51.59
1002986	06-13-24	FORD HALL COMPANY INC	REPLACEMENT BRUSHES - CLARIFIER 4 & 5	726.66	726.66		726.66
1002987	06-13-24	GLENN B. DORNING, INC.	LANDPRIDE BOXSCRAPER	1,540.17	0.00	1,540.17	1,540.17
1002988	06-13-24	HAAKER EQUIMENT COMPANY	SKIDS - SEWER CLEANING	475.24	475.24		475.24
1002989	06-13-24	INFOSEND INC	PRINT MAIL SERVICES	4,250.38	4,250.38		4,250.38
1002990	06-13-24	INTELESYS	NETWORK - WRIGHT PLANT	9,440.12	9,440.12		9,440.12
1002991	06-13-24	J.F. SHEA CONSTRUCTION, INC.	PROGRESS PAYMENT 25	529,524.87	0.00	529,524.87	529,524.87
1002992	06-13-24	LAYNE CHRISTENSEN COMPANY	PROGRESS PAYMENT 11	5,454.00	0.00	5,454.00	5,454.00
1002993	06-13-24	MANPOWER US INC.	STAFFING SERVICES - FIELD	1,670.40	2,957.32		2,957.32
			STAFFING SERVICES - ENGINEERING	1,286.92			
1002994	06-13-24	MATHESON TRI-GAS, INC	COOLING HARD HAT	404.06	404.06		404.06
			NECK SHADES				
1002995	06-13-24	PARKERS BUILDING SUPPLY	HARDWARE INVENTORY - FLEET MAINT.	8.15	25.38		25.38
			GRINDER WIRE BRUSH	17.23			
1002996	06-13-24	PLANIT REPROGRAPHICS	SKYBORNE VILLAGE III - SEWER	400.90	400.90		400.90
1002997	06-13-24	POWERPLAN OIB	UPPER KINGPIN UNIT 367	470.64	470.64		470.64
1002998	06-13-24	RAY LOPEZ ASSOCIATES	MAY INSPECTIONS	1,925.00	1,925.00		1,925.00
1002999	06-13-24	ROBERT G MODRICH	MAY 2024 UNIDATA MAINTENANCE	4,746.00	4,746.00		4,746.00
1003000	06-13-24	RUSS MARTIN	MAY MILEAGE REIMB.	775.19	840.19		840.19
			SD GOVERNANCE CSDA	65.00			
1003001	06-13-24	SAVANT SOLUTIONS, INC.	CYBERSECURITY ARCTIC WOLF RENEWAL	33,477.94	33,477.94		33,477.94
1003002	06-13-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	124,376.05	124,376.05		124,376.05
1003003	06-13-24	THE UPS STORE #5062	BUSINESS CARDS	46.32	81.88		81.88

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			VALUES POSTER	35.56			
1003004	06-13-24	TKE ENGINEERING, INC	PROGRESS PAYMENT 24	162,101.05	0.00	407,173.24	407,173.24
			PROGRESS PAYMENT 25	121,835.15			
			PROGRESS PAYMENT 26	123,237.04			
1003005	06-13-24	UNDERGROUND SERVICE ALERT	TICKET CHARGES	440.50	440.50		440.50
1003006	06-13-24	US BANK	AD 13 ADMIN FEES - OPT. REDEMPTION	250.00	250.00		250.00
1003007	06-13-24	USA BLUEBOOK	ARC FLASH SUIT KITS	6,171.46	6,171.46		6,171.46
1003008	06-13-24	VERIZON CONNECT FLEET USA LLC	GPS TRACKING SUBSCRIPTION	587.45	587.45		587.45
1003009	06-13-24	WATERLINE TECHNOLOGIES INC.	5 DRUMS REFILLED	1,222.96	5,136.45		5,136.45
			6 DRUMS REFILLED	1,467.56			
			10 DRUMS REFILLED	2,445.93			
1003010	06-13-24	WIENHOFF DRUG TESTING	DOT PROGRAM ENROLLMENT	175.00	175.00		175.00
1003011	06-13-24	WILLDAN FINANCIAL SERVICES	FY 23/24 POSTCARDS	3,656.12	7,641.14		7,641.14
			FY 24/25 POSTCARDS	3,985.02			
1003012	06-18-24	ALEXANDRA MERRYMAN	ACCOUNT REFUND 9638 SAN SIMEON DR	14.65	14.65		14.65
1003013	06-18-24	ARB, INC.	ACCOUNT REFUND ATKINS RD & GARNET RD	378.50	378.50		378.50
1003014	06-18-24	ARMIN HERRERA	ACCOUNT REFUND 65094 NORTH CLIFF CIR	57.60	57.60		57.60
1003015	06-18-24	CHRISTINE RIVAS	ACCOUNT REFUND 9751 SAN SIMEON DR	148.53	148.53		148.53
1003016	06-18-24	ELOISA LARA	ACCOUNT REFUND 66259 AVE BARONA	46.45	46.45		46.45
1003017	06-18-24	FRANCISCO ESCOBAR	ACCOUNT REFUND 65439 VIA DEL SOL	72.39	72.39		72.39
1003018	06-18-24	GABRIELA FRANCO	ACCOUNT REFUND 15835 BUBBLING WELLS RD	120.07	120.07		120.07
1003019	06-18-24	HUMANE SOCIETY OF THE DESERT	ACCOUNT REFUND 13700 PALM DR	50.24	50.24		50.24
1003020	06-18-24	JACOBSON ENGINEERING CONSTRUCTION INC	ACCOUNT REFUND 8TH ST & CACTUS DR	720.21	720.21		720.21
1003021	06-18-24	JOHN COCKRILL	ACCOUNT REFUND 69266 GOLDENWEST DR	1.22	1.22		1.22
1003022	06-18-24	LUCY VINDEL	ACCOUNT REFUND 16320 AVE MONTEFLORA	25.55	25.55		25.55
1003023	06-18-24	LUISA MARTINEZ	ACCOUNT REFUND 12350 DAVE AVE	26.44	26.44		26.44
1003024	06-18-24	LUIS GUIZAR	ACCOUNT REFUND 66289 5TH ST	106.18	106.18		106.18
1003025	06-18-24	SAVANA DIXON	ACCOUNT REFUND 66010 HACIENDA AVE	69.38	69.38		69.38
1003026	06-24-24	ADT COMMERCIAL LLC	SECURITY ALARM	347.24	347.24		347.24
1003027	06-24-24	AM CONSERVATION GROUP INC.	CONSERVATION EDUCATION	1,166.93	1,166.93		1,166.93
1003028	06-24-24	BRINKS INCORPORATED	MONTHLY SERVICES JUNE	307.60	400.02		400.02
			MONTHLY SERVICES MAY	92.42			
1003029	06-24-24	CORONA ENVIRONMENTAL CONSULTING, LLC	PROGRESS PAYMENT 4	2,744.21	0.00	2,744.21	2,744.21
1003030	06-24-24	CITY OF DESERT HOT SPRINGS	CITY ENC. PERMIT - 66091 CAHUILLA AVE	320.97	320.97		320.97
1003031	06-24-24	CIVICPLUS LLC	WEBSITE HOSTING	4,336.50	4,336.50		4,336.50
1003032	06-24-24	CWEA	CWEA MEMBERSHIP RENEWAL - LEE B.	221.00	221.00		221.00
1003033	06-24-24	DAVID PENA	BOOT REIMBURSEMENT	267.22	267.22		267.22
1003034	06-24-24	DESERT URGENT CARE	PHYSICALS	320.00	320.00		320.00
1003035	06-24-24	ENTERPRISE FM TRUST	MONTHLY FLEET LEASE 06/24	25,170.11	25,170.11		25,170.11
1003036	06-24-24	ESRI INC.	ANNUAL ESRI AGREEMENT YEAR 2/3	28,400.00	28,400.00		28,400.00
1003037	06-24-24	FORSHOCK	CHLORINE PUMP - WELL 33	2,118.88	16,109.13		16,109.13
			WELL 27/31 TROUBLESHOOTING/SUPPORT	13,990.25			
1003038	06-24-24	FRANCHISE TAX BOARD	MARK VERMEER PPE 06.07.24 PMT 20	150.00	150.00		150.00
1003039	06-24-24	HACH COMPANY	COLORIMETER - WATER PRODUCTION	633.57	633.57		633.57
1003040	06-24-24	INFOSEND INC	MSWD NEWSLETTER BILL INSERT	1,321.62	1,321.62		1,321.62
1003041	06-24-24	INTELESYS	ONBOARD/SETUP NEW LAPTOP	85.00	170.00		170.00
			ONBOARD/SETUP NEW LAPTOP	85.00			
1003042	06-24-24	LEGEND PUMP & WELL SERVICE, INC.	PROGRESS PAYMENT 4	2,375.00	0.00	2,375.00	2,375.00
1003043	06-24-24	MANPOWER US INC.	STAFFING SERVICES - ENGINEERING	1,230.15	5,801.10		5,801.10
			STAFFING SERVICES - FIELD OPERATIONS	1,670.40			
			STAFFING SERVICES - FIELD OPERATIONS	1,670.40			
			STAFFING SERVICES - ENGINEERING	1,230.15			

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
1003044	06-24-24	MCDONALD ELECTRIC, INC	SERVICE CALL - RAS PUMP #7	1,026.88	1,026.88		1,026.88
1003045	06-24-24	MDN WATER MANAGEMENT SERVICES INC	MAY SERVICES	9,870.00	9,870.00		9,870.00
1003046	06-24-24	PALM SPRINGS UNIFIED	MISSION CREEK FIELD TRIP	438.81	438.81		438.81
1003047	06-24-24	PLANIT REPROGRAPHICS	SKYBORNE VILLAGE III WATER	284.53	284.53		284.53
1003048	06-24-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	4,690.91	40,486.84		40,486.84
			ELECTRIC BILL	32,075.49			
			ELECTRIC BILL	3,720.44			
1003049	06-24-24	THE LINCOLN NATL. LIFE INS. CO.	JULY 2024 PREPAID LIFE INSURANCE	3,895.31	3,895.31		3,895.31
1003050	06-24-24	URBAN HABITAT	LANDSCAPE SERVICES - APRIL	5,550.00	12,500.00		12,500.00
			LANDSCAPE SERVICES MAY 2024	6,950.00			
1003051	06-24-24	VESTIS SERVICES INC	UNIFORM SERVICES 05.29.24	258.07	1,171.07		1,171.07
			UNIFORM SERVICES 06.05.24	642.85			
			UNIFORM SERVICES 06.12.24	270.15			
1003052	06-25-24	CHRIS MCNUTT	ACCOUNT REFUND 9260 AVE JALISCO	39.82	39.82		39.82
1003053	06-25-24	MARK EDWARDS	ACCOUNT REFUND 68218 CALLE BONITA	31.08	31.08		31.08
1003054	06-25-24	MATICH CORPORATION	ACCOUNT REFUND LONG CANYON RD AND 15TH AVE	189.84	189.84		189.84
1003055	06-25-24	MIGUEL MUNOZ LIVING TRUST	ACCOUNT REFUND 66011 4TH ST	2.31	2.31		2.31
1003056	06-25-24	THOMAS OAKLEY	ACCOUNT REFUND 65565 ACOMA AVE #48	6.99	6.99		6.99
1003057	06-25-24	BRAYAN BARRERA	ACCOUNT REFUND 12908 CACTUS DR	67.05	67.05		67.05
1003058	06-25-24	BROOKE SMITH	ACCOUNT REFUND 66753 SAN RAFAEL DR	1,393.20	1,393.20		1,393.20
1003059	06-25-24	CHRISTINA ELLWOOD	ACCOUNT REFUND 13948 VALLEY VIEW CT	279.97	279.97		279.97
1003060	06-25-24	FRANCIS M. ORTIZ	ACCOUNT REFUND 65946 DESERT VIEW AVE	145.96	145.96		145.96
1003061	06-25-24	GOLDEN REAL PROPERTIES LLC	ACCOUNT REFUND 66051 3RD ST	493.10	493.10		493.10
1003062	06-25-24	HENKELS AND MC COY WEST	ACCOUNT REFUND HAUGEN-LEHMANN WAY AND TAMARACK RD	630.19	630.19		630.19
1003063	06-25-24	JAMEE RAMCHARAM	ACCOUNT REFUND 66680 3RD ST	2.36	2.36		2.36
1003064	06-25-24	LEGEND PUMP & WELL SERVICE INC	ACCOUNT REFUND KAREN AVE AT 10TH AVE/MISSION LAKE	335.49	335.49		335.49
1003065	06-25-24	MANDY WILSON	ACCOUNT REFUND 54282 KIMDALE DR	71.55	71.55		71.55
1003066	06-25-24	MANUEL RAMIREZ	ACCOUNT REFUND 61245 DERONDA AVE	62.30	62.30		62.30
1003067	06-25-24	MLOU GUZMAN VILLANUEVA	ACCOUNT REFUND 66146 PIERSON BLVD	316.60	316.60		316.60
1003068	06-25-24	TAMMY MASON	ACCOUNT REFUND 9471 CAPILAND RD	8.03	8.03		8.03
1003069	06-25-24	THOMAS GARDNER	ACCOUNT REFUND 64255 EAGLE MOUNTAIN AVE	59.40	59.40		59.40
1003070	06-25-24	WENDY AYALA	ACCOUNT REFUND 16040 VIA VISTA	71.13	71.13		71.13
1003071	06-25-24	YU CHING LIN	ACCOUNT REFUND 66337 PIERSON BLVD	36.55	36.55		36.55
1003072	06-25-24	GINA LOPEZ	ACCOUNT REFUND 64550 PIERSON BLVD #4	25.00	25.00		25.00
1003073	06-25-24	JAMES GRAVELL	ACCOUNT REFUND 9092 PUESTA DEL SOL	7.72	7.72		7.72
1003074	06-25-24	JF SHEA	ACCOUNT REFUND LITTLE MORONGO WELL 33	800.00	800.00		800.00
1003075	06-25-24	JF SHEA	ACCOUNT REFUND LITTLE MORONGO REGIONAL PLANT	800.00	800.00		800.00
1003076	06-25-24	SUELYNN THOMAS	ACCOUNT REFUND 62443 N STARCROSS DR	28.08	28.08		28.08
1003077	06-27-24	AIR & HOSE SOURCE INC.	HYDRANT ADAPTER	425.21	788.98		788.98
			RESTOCK SUPPLIES C&M	363.77			
1003078	06-27-24	BABCOCK LABORATORIES, INC.	TOTAL N PACKAGE	375.27	1,375.99		1,375.99
			TOTAL N PACKAGE	625.45			
			TOTAL N PACKAGE	375.27			
1003079	06-27-24	CHARLES BELL	BOOT REIMBURSEMENT	267.42	267.42		267.42
1003080	06-27-24	CLINICAL LABORATORY OF SAN BERNARDINO	BOD TESTING H+DC - 05/2024	270.00	2,393.00		2,393.00
			LAB SERVICES FOR SAMPLES - 05/2024	2,123.00			
1003081	06-27-24	CORE & MAIN LP	REPAIR CLAMPS	560.30	12,056.08		12,056.08
			HARDWARE INVENTORY	2,821.03			
			HARDWARE INVENTORY	5,226.25			
			FLEX CPLG	1,389.98			
			FULL CIRCLE REPAIR CLAMPS	2,058.52			
1003082	06-27-24	CYNTHIA ACOSTA	MILEAGE REIMBURSEMENT	28.48	28.48		28.48

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
1003083	06-27-24	CYPRESS DENTAL ADMINISTRATORS	JULY 2024 PREPAID DENTAL	4,701.69	4,701.69		4,701.69
1003084	06-27-24	DESERT VALLEY DISPOSAL, INC.	MAY SERVICE CHARGES - ADMIN	544.89	1,338.79		1,338.79
			MAY SERVICE CHARGES - CORP YARD	793.90			
1003085	06-27-24	DESERT RECYCLING INC.	CORP YARD - REMOVAL OLD ASPHALT/CONCRETE	1,460.00	1,460.00		1,460.00
1003086	06-27-24	DESERT PROMOTIONS	MSWD CAPS	835.20	835.20		835.20
1003087	06-27-24	DOWNING CONSTRUCTION, INC.	PROGRESS PAYMENT #15	343,473.21	0.00	343,473.21	343,473.21
1003088	06-27-24	DURABLE COATING INC	LINE-X COATING UNIT 442	2,177.50	2,177.50		2,177.50
1003089	06-27-24	ECOLOGY AUTO PARTS	SLUDGE HAULING 05.10.24	5,233.43	27,040.31		27,040.31
			SLUDGE HAULING 05.24.24	5,202.50			
			SLUDGE HAULING 05.17.24	1,897.74			
			SLUDGE HAULING 05.17.24	3,881.97			
			SLUDGE HAULING 05.31.24	1,893.76			
			SLUDGE HAULING 05.31.24	3,930.91			
			SLUDGE HAULING	3,000.00			
			SLUDGE HAULING - BELT TRAILER	2,000.00			
1003090	06-27-24	GRAINGER	TELESCOPIC LADDER - PRODUCTION	460.04	3,334.74		3,334.74
			PLUG IN UTILITY PUMP - C&M	1,751.11			
			STATIONARY STEP - HWWTP	367.49			
			4400LB PALLET JACK - WRIGHT PLANT	756.10			
1003091	06-27-24	HOME DEPOT CREDIT SERVICES	HOME CEPOT CREDIT CARD	2,533.00	2,533.00		2,533.00
1003092	06-27-24	LEGEND PUMP & WELL SERVICE, INC.	WELL 31 PULL/INSPECT	13,684.00	13,684.00		13,684.00
1003093	06-27-24	MANPOWER US INC.	STAFFING SERVICES - FIELD OPERATIONS	1,670.40	2,900.55		2,900.55
			STAFFING SERVICES - ENGINEERING	1,230.15			
1003094	06-27-24	MATHESON TRI-GAS, INC	4DZ GRAY ANTI-FOG SAFETY GLASSES	620.64	620.64		620.64
1003095	06-27-24	MCCROMETER INC	MAG METER	6,657.45	3,577.95		3,577.95
			RETURN CREDIT MEMO	-3,079.50			
1003096	06-27-24	MCMASTER-CARR	STEEL HEX SCREWS - HORTON PLANT	21.22	62.27		62.27
			COMPRESSION ADAPT.	41.05			
1003097	06-27-24	NOBEL SYSTEMS INC.	GEOVIEWER CORELOGIC INTERACTION & CMMS	17,149.00	17,149.00		17,149.00
1003098	06-27-24	PARKERS BUILDING SUPPLY	DRILL BIT CARBSIDE MASONRY	71.77	165.38		165.38
			GENERAL SUPPLIES	68.88			
			PLASTIC REPAIRS - ADMIN BLDG	16.66			
			TOILET REPAIR PARTS - ENGINEERING MODULAR	8.07			
1003099	06-27-24	POWERPLAN OIB	UNIT 367 - SKIPLOADER REPAIR	7,071.23	7,071.23		7,071.23
1003100	06-27-24	RTK REFRIGERATION	ICE MACHINE REPAIRS - CORP YARD	255.43	255.43		255.43
1003101	06-27-24	SHERWIN-WILLIAMS	YELLOW PAINT GALLONS	261.09	261.09		261.09
1003102	06-27-24	SLOVAK BARON EMPEY MURPHY & PINKNEY LLP	LEGAL SERVICES RETAINER	6,500.00	6,500.00		6,500.00
1003103	06-27-24	SOUTH COAST AIR QUALITY	D.P.L.S. ICE GENERATOR PERMIT	541.04	707.00		707.00
			FLAT FEE EMISSIONS - D.P.L.S.	165.96			
1003104	06-27-24	STAPLES	CREDIT MEMO	-33.82	343.12		343.12
			REPLACEMENT INK TONERS	279.60			
			RESTOCK PAINT MARKERS	33.82			
			RESTOCK RUBBER BANDS	29.70			
			RETURNED ITEM	33.82			
1003105	06-27-24	TOPS N BARRICADES, INC	REPLACEMENT SIGN CORP YARD	58.58	58.58		58.58
1003106	06-27-24	USA BLUEBOOK	HACH DPD CHLORING ANALYZERS - PRODUCTION	1,480.74	3,065.38		3,065.38
			2 1/2 PRESSURE GAUGES - PRODUCTION	85.02			
			MAGNETIC VALVE BOX - C&M	443.68			
			TUBING - PRODUCTION	63.58			
			2 1/2 PRESSURE GAUGE - PRODUCTION	85.02			
			30 PSI PRESSURE GAUGES - PRODUCTION	340.11			
			30 PSI TRANSMITTER - PRODUCTION	567.23			

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1003107	06-27-24	VALLEY LOCK & SAFE	FORKLIFT KEYS	24.20	997.51		997.51
			NEW ID BADGES	973.31			
1003108	06-27-24	WESTERN WATER WORKS	HARDWARE INVENTORY	9,954.27	18,962.52		18,962.52
			REPLACEMENT CUSTOMER SVC SADDLE	565.07			
			6 CLA-VAL	8,443.18			
1003109	06-27-24	WESTAIR GASES & EQUIPMENT, INC.	REPLACEMENT CO2 TANK	400.16	400.16		400.16
1003110	06-27-24	XEROX CORPORATION	XEROX LEASE	1,094.99	1,489.77		1,489.77
			XEROX JUNE LEASE	197.39			
			XEROX LEASE MAY	197.39			
1003111	06-27-24	ZORO TOOLS INC	CUSTOM WORK PLATFORM	2,472.11	2,472.11		2,472.11
1003112	06-27-24	ALEXANDER BAZLEY	ACCOUNT REFUND 68255 VIA DOMINGO	4.48	4.48		4.48
1003113	06-27-24	J.B. JOHNSON	ACCOUNT REFUND SUNRISE & VERBENA	800.00	800.00		800.00
1003114	06-27-24	JONES BROS. CONSTRUCTION CO.	ACCOUNT REFUND	800.00	800.00		800.00
1003115	06-27-24	JONES BROS CONST	ACCOUNT REFUND 15967 AVE MONTEFLORA	800.00	800.00		800.00
1003116	06-27-24	SAN HAY CHAN	ACCOUNT REFUND 68651 PANORAMA DR	13.59	13.59		13.59
99107516	06-05-24	AFLAC	MAY 2024 AFLAC DEDUCTIONS	3,883.13	3,883.13		3,883.13
99107574	06-07-24	FARMERS & MERCHANTS BANK	F+M JUNE 2024 DEBT PAYABLE	12,190.95	12,190.95		12,190.95
99107579	06-05-24	PAYNEARME MT, INC.	MAY 2024 PAYNEARME FEES	7,928.40	7,928.40		7,928.40
99107581	06-03-24	WELLS FARGO BANK	MAY 2024 LOC INTEREST EXP	53,200.00	53,200.00		53,200.00
99107608	06-12-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 05.24.2024	35,963.53	35,963.53		35,963.53
99107609	06-12-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PLATT, WAGNER & WECK - RETRO ADJUSTMENTS	895.72	895.72		895.72
99107664	06-13-24	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 06.07.2024	14,845.28	14,845.28		14,845.28
99107665	06-14-24	WELLS FARGO BANK	AUTO DEP PPE 06.07.2024	137,424.22	137,424.22		137,424.22
99107667	06-14-24	STATE OF CA EDD	STATE TAX PPE 06.07.2024	12,080.31	12,080.31		12,080.31
99107668	06-14-24	EFTPS-IRS PAYROLL TAX REMITTANCE	FED TAX DEP PPE 06.07.24	58,648.08	58,648.08		58,648.08
99107685	06-18-24	J.F. SHEA CONSTRUCTION, INC.	RETENTION WIRE PP #25	27,869.73	0.00	27,869.73	27,869.73
99107687	06-18-24	DOWNING CONSTRUCTION, INC.	RETENTION WIRE PP #14	7,954.13	0.00	7,954.13	7,954.13
99107690	06-12-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	UNPOSTED PAYROLL - PPE 05.10.2024	200.00	200.00		200.00
99107842	06-27-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 06.07.2024	35,637.05	35,637.05		35,637.05
99107843	06-27-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	LEE & CHAD - RETRO ADJUSTMENTS PPE 06.21.24	643.95	643.95		643.95
99107844	06-28-24	WELLS FARGO BANK	AUTO DEP PPE 06.21.2024	131,485.97	131,485.97		131,485.97
99107845	06-28-24	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 06.21.2024	14,480.25	14,480.25		14,480.25
99107846	06-28-24	EFTPS-IRS PAYROLL TAX REMITTANCE	FED TAX DEP PPE 06.21.24	56,862.45	56,862.45		56,862.45
99107847	06-28-24	STATE OF CA EDD	STATE TAX PPE 06.21.24	11,760.63	11,760.63		11,760.63
99107848	06-28-24	DOWNING CONSTRUCTION, INC.	RETENTION WIRE PP #15	18,077.54	0.00	18,077.54	18,077.54
99107850	06-18-24	PAYMENTUS CORPORATION	MAY 2024 CREDIT CARDS FEES	3,841.00	3,841.00		3,841.00
PR061424	06-14-24	EMPLOYEES		3,524.46	3,524.46		3,524.46
PR062824	06-28-24	EMPLOYEES		1,810.70	1,810.70		1,810.70
			CURRENT CHECK TOTAL	3,057,299.0	1,492,683.5	1,564,615.5	3,057,299.0
TOTAL				3,057,299.09	1,492,683.51	1,564,615.58	3,057,299.09
195 records listed							

MISSION SPRINGS WATER DISTRICT - 12:31:08 07-03-24
(PAP40:FAP16) CASH DISBURSEMENTS FOR PERIOD 06-01-2024 THRU 06-30-2024

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
1002991	06-13-24	J.F. SHEA CONSTRUCTION, INC.	PROGRESS PAYMENT 25	529,524.87	0.00	529,524.87	529,524.87
1003004	06-13-24	TKE ENGINEERING, INC	PROGRESS PAYMENT 24	162,101.05	0.00	407,173.24	407,173.24
			PROGRESS PAYMENT 25	121,835.15			
			PROGRESS PAYMENT 26	123,237.04			
1003087	06-27-24	DOWNING CONSTRUCTION, INC.	PROGRESS PAYMENT #15	343,473.21	0.00	343,473.21	343,473.21
1002978	06-13-24	CITY OF DESERT HOT SPRINGS	CITY ENC PERMIT 66079	320.97	151,363.24		151,363.24
			CITY ENC PERMIT	320.97			
			UU TAX APRIL 2024 - COLLECTION PROP TAX	150,721.30			
1002981	06-13-24	DOWNING CONSTRUCTION, INC.	PROGRESS PAYMENT 14	151,128.53	0.00	151,128.53	151,128.53
99107665	06-14-24	WELLS FARGO BANK	AUTO DEP PPE 06.07.2024	137,424.22	137,424.22		137,424.22
99107844	06-28-24	WELLS FARGO BANK	AUTO DEP PPE 06.21.2024	131,485.97	131,485.97		131,485.97
1003002	06-13-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	124,376.05	124,376.05		124,376.05
1002970	06-13-24	ACWA-JPIA HEALTH BENEFITS AUTH.	JULY 2024 PREPAID INSURANCE	99,887.61	99,887.61		99,887.61
1002947	06-07-24	ACWA-JPIA HEALTH BENEFITS AUTH.	JUNE 2024 PREPAID INSURANCE	95,844.43	95,844.43		95,844.43
99107668	06-14-24	EFTPS-IRS PAYROLL TAX REMITTANCE	FED TAX DEP PPE 06.07.24	58,648.08	58,648.08		58,648.08
99107846	06-28-24	EFTPS-IRS PAYROLL TAX REMITTANCE	FED TAX DEP PPE 06.21.24	56,862.45	56,862.45		56,862.45
99107581	06-03-24	WELLS FARGO BANK	MAY 2024 LOC INTEREST EXP	53,200.00	53,200.00		53,200.00
1003048	06-24-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	4,690.91	40,486.84		40,486.84
			ELECTRIC BILL	32,075.49			
			ELECTRIC BILL	3,720.44			
99107608	06-12-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 05.24.2024	35,963.53	35,963.53		35,963.53
99107842	06-27-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 06.07.2024	35,637.05	35,637.05		35,637.05
1002848	06-10-24	SAVANT SOLUTIONS, INC.	CYBERSECURITY ARCTIC WOLF RENEWAL	-33,477.94	-33,477.94		-33,477.94
1003001	06-13-24	SAVANT SOLUTIONS, INC.	CYBERSECURITY ARCTIC WOLF RENEWAL	33,477.94	33,477.94		33,477.94
1002965	06-07-24	SHEPPARD MULLIN RICHTER & HAMPTON LLP	92DM-378557 MSWD V SCE	32,688.45	0.00	32,688.45	32,688.45
			LEGAL CONSULTING				
1002975	06-13-24	CORONA ENVIRONMENTAL CONSULTING, LLC	PROGRESS PAYMENT 6	18,815.00	0.00	29,705.00	29,705.00
			PROGRESS PAYMENT 5	10,890.00			
1003036	06-24-24	ESRI INC.	ANNUAL ESRI AGREEMENT YEAR 2/3	28,400.00	28,400.00		28,400.00
99107685	06-18-24	J.F. SHEA CONSTRUCTION, INC.	RETENTION WIRE PP #25	27,869.73	0.00	27,869.73	27,869.73
1003089	06-27-24	ECOLOGY AUTO PARTS	SLUDGE HAULING 05.10.24	5,233.43	27,040.31		27,040.31
			SLUDGE HAULING 05.24.24	5,202.50			
			SLUDGE HAULING 05.17.24	1,897.74			
			SLUDGE HAULING 05.17.24	3,881.97			
			SLUDGE HAULING 05.31.24	1,893.76			
			SLUDGE HAULING 05.31.24	3,930.91			
			SLUDGE HAULING	3,000.00			
			SLUDGE HAULING - BELT TRAILER	2,000.00			
1003035	06-24-24	ENTERPRISE FM TRUST	MONTHLY FLEET LEASE 06/24	25,170.11	25,170.11		25,170.11
1003108	06-27-24	WESTERN WATER WORKS	HARDWARE INVENTORY	9,954.27	18,962.52		18,962.52
			REPLACEMENT CUSTOMER SVC SADDLE	565.07			
			6 CLA-VAL	8,443.18			
99107848	06-28-24	DOWNING CONSTRUCTION, INC.	RETENTION WIRE PP #15	18,077.54	0.00	18,077.54	18,077.54
1002951	06-07-24	ECOLOGY AUTO PARTS	SLUDGE HAULING 05.03.24	2,593.36	18,077.49		18,077.49
			SLUDGE HAULING 04.26.24	1,901.24			
			SLUDGE - TRACTOR UNIT 05.03.24	3,000.00			
			SLUDGE HAULING 05.03.24	1,366.34			
			SLUDGE HAULING 05.03.24	2,000.00			
			SLUDGE HAULING 05.03.24	1,900.43			
			SLUDGE HAULING 04.26.24	5,316.12			
1003097	06-27-24	NOBEL SYSTEMS INC.	GEOVIEWER CORELOGIC INTERACTION & CMMS	17,149.00	17,149.00		17,149.00
1003037	06-24-24	FORSHOCK	CHLORINE PUMP - WELL 33	2,118.88	16,109.13		16,109.13

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			WELL 27/31 TROUBLESHOOTING/SUPPORT	13,990.25			
99107664	06-13-24	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 06.07.2024	14,845.28	14,845.28		14,845.28
99107845	06-28-24	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 06.21.2024	14,480.25	14,480.25		14,480.25
1003092	06-27-24	LEGEND PUMP & WELL SERVICE, INC.	WELL 31 PULL/INSPECT	13,684.00	13,684.00		13,684.00
1003050	06-24-24	URBAN HABITAT	LANDSCAPE SERVICES - APRIL	5,550.00	12,500.00		12,500.00
			LANDSCAPE SERVICES MAY 2024	6,950.00			
99107574	06-07-24	FARMERS & MERCHANTS BANK	F+M JUNE 2024 DEBT PAYABLE	12,190.95	12,190.95		12,190.95
99107667	06-14-24	STATE OF CA EDD	STATE TAX PPE 06.07.2024	12,080.31	12,080.31		12,080.31
1003081	06-27-24	CORE & MAIN LP	REPAIR CLAMPS	560.30	12,056.08		12,056.08
			HARDWARE INVENTORY	2,821.03			
			HARDWARE INVENTORY	5,226.25			
			FLEX CPLG	1,389.98			
			FULL CIRCLE REPAIR CLAMPS	2,058.52			
99107847	06-28-24	STATE OF CA EDD	STATE TAX PPE 06.21.24	11,760.63	11,760.63		11,760.63
1003045	06-24-24	MDN WATER MANAGEMENT SERVICES INC	MAY SERVICES	9,870.00	9,870.00		9,870.00
1002990	06-13-24	INTELESYS	NETWORK - WRIGHT PLANT	9,440.12	9,440.12		9,440.12
99107687	06-18-24	DOWNING CONSTRUCTION, INC.	RETENTION WIRE PP #14	7,954.13	0.00	7,954.13	7,954.13
99107579	06-05-24	PAYNEARME MT, INC.	MAY 2024 PAYNEARME FEES	7,928.40	7,928.40		7,928.40
1003011	06-13-24	WILLDAN FINANCIAL SERVICES	FY 23/24 POSTCARDS	3,656.12	7,641.14		7,641.14
			FY 24/25 POSTCARDS	3,985.02			
1002979	06-13-24	CORE & MAIN LP	MC BALL VALVE W/ LOCKWING	1,900.71	7,167.74		7,167.74
			HARDWARE INVENTORY	1,310.24			
			FULLPORT BALL VALVE	65.61			
			HARDWARE INVENTORY	1,241.13			
			REPLACEMENT TOOL - C&M	336.18			
			HARDWARE INVENTORY	2,243.68			
			PLASTIC HYD HOSE CAP	70.19			
1003099	06-27-24	POWERPLAN OIB	UNIT 367 - SKIPLOADER REPAIR	7,071.23	7,071.23		7,071.23
1002957	06-07-24	HORNE LLP	LIHWAP UNUSED FUNDS	6,726.06	6,726.06		6,726.06
1003102	06-27-24	SLOVAK BARON EMPEY MURPHY & PINKNEY LLP	LEGAL SERVICES RETAINER	6,500.00	6,500.00		6,500.00
1003007	06-13-24	USA BLUEBOOK	ARC FLASH SUIT KITS	6,171.46	6,171.46		6,171.46
1003043	06-24-24	MANPOWER US INC.	STAFFING SERVICES - ENGINEERING	1,230.15	5,801.10		5,801.10
			STAFFING SERVICES - FIELD OPERATIONS	1,670.40			
			STAFFING SERVICES - FIELD OPERATIONS	1,670.40			
			STAFFING SERVICES - ENGINEERING	1,230.15			
1002992	06-13-24	LAYNE CHRISTENSEN COMPANY	PROGRESS PAYMENT 11	5,454.00	0.00	5,454.00	5,454.00
1002984	06-13-24	EPTURA INC	MANAGER PLUS RENEWAL	5,415.00	5,415.00		5,415.00
1002966	06-07-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	5,260.08	5,260.08		5,260.08
1003009	06-13-24	WATERLINE TECHNOLOGIES INC.	5 DRUMS REFILLED	1,222.96	5,136.45		5,136.45
			6 DRUMS REFILLED	1,467.56			
			10 DRUMS REFILLED	2,445.93			
1002976	06-13-24	CARPI & CLAY. INC	FEDERAL ADVOCACY SERVICES	5,000.00	5,000.00		5,000.00
1002999	06-13-24	ROBERT G MODRICH	MAY 2024 UNIDATA MAINTENANCE	4,746.00	4,746.00		4,746.00
1003083	06-27-24	CYPRESS DENTAL ADMINISTRATORS	JULY 2024 PREPAID DENTAL	4,701.69	4,701.69		4,701.69
1003031	06-24-24	CIVICPLUS LLC	WEBSITE HOSTING	4,336.50	4,336.50		4,336.50
1002989	06-13-24	INFOSEND INC	PRINT MAIL SERVICES	4,250.38	4,250.38		4,250.38
1002983	06-13-24	ENVIROGEN TECHNOLOGIES INC	WELL 26A URANIUM TREATMENT 05/2024	4,120.87	4,120.87		4,120.87
1003049	06-24-24	THE LINCOLN NATL. LIFE INS. CO.	JULY 2024 PREPAID LIFE INSURANCE	3,895.31	3,895.31		3,895.31
99107516	06-05-24	AFLAC	MAY 2024 AFLAC DEDUCTIONS	3,883.13	3,883.13		3,883.13
99107850	06-18-24	PAYMENTUS CORPORATION	MAY 2024 CREDIT CARDS FEES	3,841.00	3,841.00		3,841.00
1002967	06-07-24	T4 SPATIAL, LLC	CCTV STORAGE APRIL 2024	1,250.00	3,750.00		3,750.00
			CCTV STORAGE MAY 2024	1,250.00			

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			CCTV STORAGE JUNE 2024	1,250.00			
1002952	06-07-24	EXECUTIVE FACILITIES SERVICES, INC.	JANITORIAL SVCS - APRIL 2024	1,830.00	3,660.00		3,660.00
			DISINFECTING SVCS - APRIL 2024	1,830.00			
1003095	06-27-24	MCCROMETER INC	MAG METER	6,657.45	3,577.95		3,577.95
			RETURN CREDIT MEMO	-3,079.50			
PR061424	06-14-24	EMPLOYEES		3,524.46	3,524.46		3,524.46
1003090	06-27-24	GRAINGER	TELESCOPIC LADDER - PRODUCTION	460.04	3,334.74		3,334.74
			PLUG IN UTILITY PUMP - C&M	1,751.11			
			STATIONARY STEP - HWWTP	367.49			
			4400LB PALLET JACK - WRIGHT PLANT	756.10			
1003106	06-27-24	USA BLUEBOOK	HACH DPD CHLORING ANALYZERS - PRODUCTION	1,480.74	3,065.38		3,065.38
			2 1/2 PRESSURE GAUGES - PRODUCTION	85.02			
			MAGNETIC VALVE BOX - C&M	443.68			
			TUBING - PRODUCTION	63.58			
			2 1/2 PRESSURE GAUGE - PRODUCTION	85.02			
			30 PSI PRESSURE GAUGES - PRODUCTION	340.11			
			30 PSI TRANSMITTER - PRODUCTION	567.23			
1002993	06-13-24	MANPOWER US INC.	STAFFING SERVICES - FIELD	1,670.40	2,957.32		2,957.32
			STAFFING SERVICES - ENGINEERING	1,286.92			
1003093	06-27-24	MANPOWER US INC.	STAFFING SERVICES - FIELD OPERATIONS	1,670.40	2,900.55		2,900.55
			STAFFING SERVICES - ENGINEERING	1,230.15			
1003029	06-24-24	CORONA ENVIRONMENTAL CONSULTING, LLC	PROGRESS PAYMENT 4	2,744.21	0.00	2,744.21	2,744.21
1003091	06-27-24	HOME DEPOT CREDIT SERVICES	HOME CEPOT CREDIT CARD	2,533.00	2,533.00		2,533.00
1003111	06-27-24	ZORO TOOLS INC	CUSTOM WORK PLATFORM	2,472.11	2,472.11		2,472.11
1003080	06-27-24	CLINICAL LABORATORY OF SAN BERNARDINO	BOD TESTING H+DC - 05/2024	270.00	2,393.00		2,393.00
			LAB SERVICES FOR SAMPLES - 05/2024	2,123.00			
1002954	06-07-24	FORSHOCK	SCADA MONITORING JUNE 2024	220.00	440.00	1,952.50	2,392.50
			ANTENNA ALIGN, RADIO CONFIG., IP SPECS	1,952.50			
			SCADA MONITORING MAY 2024	220.00			
1003042	06-24-24	LEGEND PUMP & WELL SERVICE, INC.	PROGRESS PAYMENT 4	2,375.00	0.00	2,375.00	2,375.00
1003088	06-27-24	DURABLE COATING INC	LINE-X COATING UNIT 442	2,177.50	2,177.50		2,177.50
1002974	06-13-24	CABOT'S MUSEUM FOUNDATION	EARTH DAY SPONSORSHIP	2,000.00	2,000.00		2,000.00
1002998	06-13-24	RAY LOPEZ ASSOCIATES	MAY INSPECTIONS	1,925.00	1,925.00		1,925.00
PR062824	06-28-24	EMPLOYEES		1,810.70	1,810.70		1,810.70
1002962	06-07-24	PARAGON PARTNERS CONSULTANTS INC	SCE LITTLE MORONGO EASEMENT PP #2	1,650.00	0.00	1,650.00	1,650.00
1002987	06-13-24	GLENN B. DORNING, INC.	LANDPRIDE BOXSCRAPER	1,540.17	0.00	1,540.17	1,540.17
1003110	06-27-24	XEROX CORPORATION	XEROX LEASE	1,094.99	1,489.77		1,489.77
			XEROX JUNE LEASE	197.39			
			XEROX LEASE MAY	197.39			
1003085	06-27-24	DESERT RECYCLING INC.	CORP YARD - REMOVAL OLD ASPHALT/CONCRETE	1,460.00	1,460.00		1,460.00
1003058	06-25-24	BROOKE SMITH	ACCOUNT REFUND 66753 SAN RAFAEL DR	1,393.20	1,393.20		1,393.20
1003078	06-27-24	BABCOCK LABORATORIES, INC.	TOTAL N PACKAGE	375.27	1,375.99		1,375.99
			TOTAL N PACKAGE	625.45			
			TOTAL N PACKAGE	375.27			
1003084	06-27-24	DESERT VALLEY DISPOSAL, INC.	MAY SERVICE CHARGES - ADMIN	544.89	1,338.79		1,338.79
			MAY SERVICE CHARGES - CORP YARD	793.90			
1003040	06-24-24	INFOSEND INC	MSWD NEWSLETTER BILL INSERT	1,321.62	1,321.62		1,321.62
75868	06-26-24	CITY OF DESERT HOT SPRINGS	LOT LINE ADJUSTMENT REVIEW FEE	1,305.00	0.00	1,305.00	1,305.00
1002959	06-07-24	MANPOWER US INC.	STAFFING SERVICES - ENGINEERING	1,230.15	1,230.15		1,230.15
1003051	06-24-24	VESTIS SERVICES INC	UNIFORM SERVICES 05.29.24	258.07	1,171.07		1,171.07
			UNIFORM SERVICES 06.05.24	642.85			
			UNIFORM SERVICES 06.12.24	270.15			

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1003027	06-24-24	AM CONSERVATION GROUP INC.	CONSERVATION EDUCATION	1,166.93	1,166.93		1,166.93
1003044	06-24-24	MCDONALD ELECTRIC, INC	SERVICE CALL - RAS PUMP #7	1,026.88	1,026.88		1,026.88
1002949	06-07-24	BABCOCK LABORATORIES, INC.	FINANCE CHARGE	10.00	1,009.97		1,009.97
			TOTAL T TESTING - HORTON CLAR.	625.45			
			TOTAL T TESTING - DC EFF.	210.56			
			FINANCE CHARGE	12.86			
			TOTAL N PACKAGE - HORTON WWTP	151.10			
1003107	06-27-24	VALLEY LOCK & SAFE	FORKLIFT KEYS	24.20	997.51		997.51
			NEW ID BADGES	973.31			
1002956	06-07-24	GREGORY ROBARGE	TURF REBATE	902.00	902.00		902.00
99107609	06-12-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PLATT, WAGNER & WECK - RETRO ADJUSTMENTS	895.72	895.72		895.72
1003000	06-13-24	RUSS MARTIN	MAY MILEAGE REIMB.	775.19	840.19		840.19
			SD GOVERNANCE CSDA	65.00			
1003086	06-27-24	DESERT PROMOTIONS	MSWD CAPS	835.20	835.20		835.20
1003074	06-25-24	JF SHEA	ACCOUNT REFUND LITTLE MORONGO WELL 33	800.00	800.00		800.00
1003075	06-25-24	JF SHEA	ACCOUNT REFUND LITTLE MORONGO REGIONAL PLANT	800.00	800.00		800.00
1003113	06-27-24	J.B. JOHNSON	ACCOUNT REFUND SUNRISE & VERBENA	800.00	800.00		800.00
1003114	06-27-24	JONES BROS. CONSTRUCTION CO.	ACCOUNT REFUND	800.00	800.00		800.00
1003115	06-27-24	JONES BROS CONST	ACCOUNT REFUND 15967 AVE MONTEFLORA	800.00	800.00		800.00
1002971	06-13-24	AMBER DUFF	PER DIEM REIMB.	53.88	794.54		794.54
			MILEAGE REIMB. MAY	659.28			
			PER DIEM REIMB.	36.25			
			PER DIEM REIMB.	38.83			
			PER DIEM REIMB.	6.30			
1003077	06-27-24	AIR & HOSE SOURCE INC.	HYDRANT ADAPTER	425.21	788.98		788.98
			RESTOCK SUPPLIES C&M	363.77			
1002986	06-13-24	FORD HALL COMPANY INC	REPLACEMENT BRUSHES - CLARIFIER 4 & 5	726.66	726.66		726.66
1003020	06-18-24	JACOBSON ENGINEERING CONSTRUCTION INC	ACCOUNT REFUND 8TH ST & CACTUS DR	720.21	720.21		720.21
1003103	06-27-24	SOUTH COAST AIR QUALITY	D.P.L.S. ICE GENERATOR PERMIT	541.04	707.00		707.00
			FLAT FEE EMISSIONS - D.P.L.S.	165.96			
1002973	06-13-24	ANSAFONE CONTACT CENTERS	ANSWERING SERVICE 06/2024	681.36	681.36		681.36
1002977	06-13-24	CASEY DOLAN	DIGITAL ADVERTISING	650.00	650.00		650.00
99107843	06-27-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	LEE & CHAD - RETRO ADJUSTMENTS PPE 06.21.24	643.95	643.95		643.95
1002969	06-07-24	ULINE INC	TWIN RETRACTABLE SAFETY LANYARD	635.07	635.07		635.07
1003039	06-24-24	HACH COMPANY	COLORIMETER - WATER PRODUCTION	633.57	633.57		633.57
1003062	06-25-24	HENKELS AND MC COY WEST	ACCOUNT REFUND HAUGEN-LEHMANN WAY AND TAMARACK RD	630.19	630.19		630.19
1003094	06-27-24	MATHESON TRI-GAS, INC	4DZ GRAY ANTI-FOG SAFETY GLASSES	620.64	620.64		620.64
1002961	06-07-24	PALM SPRINGS PEST CONTROL, INC.	PEST CONTROL SERVICES - CORP YARD	45.00	600.00		600.00
			BAIT BOX CORP YARD	60.00			
			PEST CONTROL - ANNEX	65.00			
			BAIT BOX ADMIN BLDG	40.00			
			PEST CONTROL - ADMIN BLDG	90.00			
			PEST CONTROL CORP YARD	45.00			
			PEST CONTROL BAIT BOX ADMIN	40.00			
			PEST CONTROL ANNEX	65.00			
			PEST CONTROL ADMIN BLDG	90.00			
			BAIT BOX CORP YARD	60.00			
1003008	06-13-24	VERIZON CONNECT FLEET USA LLC	GPS TRACKING SUBSCRIPTION	587.45	587.45		587.45
1002948	06-07-24	VESTIS SERVICES INC	UNIFORM SERVICES 05.15.24	258.07	516.14		516.14
			UNIFORM SERVICES 05.22.24	258.07			
1003061	06-25-24	GOLDEN REAL PROPERTIES LLC	ACCOUNT REFUND 66051 3RD ST	493.10	493.10		493.10
1002988	06-13-24	HAAKER EQUIMENT COMPANY	SKIDS - SEWER CLEANING	475.24	475.24		475.24

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1002997	06-13-24	POWERPLAN OIB	UPPER KINGPIN UNIT 367	470.64	470.64		470.64
1003005	06-13-24	UNDERGROUND SERVICE ALERT	TICKET CHARGES	440.50	440.50		440.50
1003046	06-24-24	PALM SPRINGS UNIFIED	MISSION CREEK FIELD TRIP	438.81	438.81		438.81
1002994	06-13-24	MATHESON TRI-GAS, INC	COOLING HARD HAT	404.06	404.06		404.06
			NECK SHADES				
1002996	06-13-24	PLANIT REPROGRAPHICS	SKYBORNE VILLAGE III - SEWER	400.90	400.90		400.90
1003109	06-27-24	WESTAIR GASES & EQUIPMENT, INC.	REPLACEMENT CO2 TANK	400.16	400.16		400.16
1003028	06-24-24	BRINKS INCORPORATED	MONTHLY SERVICES JUNE	307.60	400.02		400.02
			MONTHLY SERVICES MAY	92.42			
1003013	06-18-24	ARB, INC.	ACCOUNT REFUND ATKINS RD & GARNET RD	378.50	378.50		378.50
1002972	06-13-24	ANDY GRUNNET	EXAM REIMB. GRADE V WWTPO	365.00	365.00		365.00
1003026	06-24-24	ADT COMMERCIAL LLC	SECURITY ALARM	347.24	347.24		347.24
1003104	06-27-24	STAPLES	CREDIT MEMO	-33.82	343.12		343.12
			REPLACEMENT INK TONERS	279.60			
			RESTOCK PAINT MARKERS	33.82			
			RESTOCK RUBBER BANDS	29.70			
			RETURNED ITEM	33.82			
1003064	06-25-24	LEGEND PUMP & WELL SERVICE INC	ACCOUNT REFUND KAREN AVE AT 10TH AVE/MISSION LAKE	335.49	335.49		335.49
1003030	06-24-24	CITY OF DESERT HOT SPRINGS	CITY ENC. PERMIT - 66091 CAHUILLA AVE	320.97	320.97		320.97
1003034	06-24-24	DESERT URGENT CARE	PHYSICALS	320.00	320.00		320.00
1003067	06-25-24	MLOU GUZMAN VILLANUEVA	ACCOUNT REFUND 66146 PIERSON BLVD	316.60	316.60		316.60
1003047	06-24-24	PLANIT REPROGRAPHICS	SKYBORNE VILLAGE III WATER	284.53	284.53		284.53
1003059	06-25-24	CHRISTINA ELLWOOD	ACCOUNT REFUND 13948 VALLEY VIEW CT	279.97	279.97		279.97
1002958	06-07-24	JOE HERNANDEZ	BOOT REIMBURSEMENT	269.70	269.70		269.70
1002968	06-07-24	THE UPS STORE #5062	BUSINESS CARDS	197.13	269.30		269.30
			NAME TAG	25.85			
			BUSINESS CARDS	46.32			
1003079	06-27-24	CHARLES BELL	BOOT REIMBURSEMENT	267.42	267.42		267.42
1003033	06-24-24	DAVID PENA	BOOT REIMBURSEMENT	267.22	267.22		267.22
1003101	06-27-24	SHERWIN-WILLIAMS	YELLOW PAINT GALLONS	261.09	261.09		261.09
1003100	06-27-24	RTK REFRIGERATION	ICE MACHINE REPAIRS - CORP YARD	255.43	255.43		255.43
1002982	06-13-24	EDOM HILL TRANSFER STATION	DEBRI FROM LEAK REPAIR 1ST ST	254.92	254.92		254.92
1003006	06-13-24	US BANK	AD 13 ADMIN FEES - OPT. REDEMPTION	250.00	250.00		250.00
1003032	06-24-24	CWEA	CWEA MEMBERSHIP RENEWAL - LEE B.	221.00	221.00		221.00
1002964	06-07-24	ROTARY CLUB OF DESERT HOT SPRINGS	ROTARY MEMBERSHIP 24/25	200.00	200.00		200.00
99107690	06-12-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	UNPOSTED PAYROLL - PPE 05.10.2024	200.00	200.00		200.00
1003054	06-25-24	MATICH CORPORATION	ACCOUNT REFUND LONG CANYON RD AND 15TH AVE	189.84	189.84		189.84
1003010	06-13-24	WIENHOFF DRUG TESTING	DOT PROGRAM ENROLLMENT	175.00	175.00		175.00
1003041	06-24-24	INTELESYS	ONBOARD/SETUP NEW LAPTOP	85.00	170.00		170.00
			ONBOARD/SETUP NEW LAPTOP	85.00			
1003098	06-27-24	PARKERS BUILDING SUPPLY	DRILL BIT CARBSIDE MASONRY	71.77	165.38		165.38
			GENERAL SUPPLIES	68.88			
			PLASTIC REPAIRS - ADMIN BLDG	16.66			
			TOILET REPAIR PARTS - ENGINEERING MODULAR	8.07			
1002950	06-07-24	RAY DUFF	TOILET REBATE	150.00	150.00		150.00
1002955	06-07-24	FRANCHISE TAX BOARD	MARK VERMEER PPE 05.24.24 PMT 19	150.00	150.00		150.00
1002963	06-07-24	RAUL OLMEDO	TOILET REBATE	150.00	150.00		150.00
1003038	06-24-24	FRANCHISE TAX BOARD	MARK VERMEER PPE 06.07.24 PMT 20	150.00	150.00		150.00
1003015	06-18-24	CHRISTINE RIVAS	ACCOUNT REFUND 9751 SAN SIMEON DR	148.53	148.53		148.53
1003060	06-25-24	FRANCIS M. ORTIZ	ACCOUNT REFUND 65946 DESERT VIEW AVE	145.96	145.96		145.96
1003018	06-18-24	GABRIELA FRANCO	ACCOUNT REFUND 15835 BUBBLING WELLS RD	120.07	120.07		120.07
1003024	06-18-24	LUIS GUIZAR	ACCOUNT REFUND 66289 5TH ST	106.18	106.18		106.18

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
1002980	06-13-24	CWEA	CERT. RENEWAL JOEY M.	103.00	103.00		103.00
1003003	06-13-24	THE UPS STORE #5062	BUSINESS CARDS	46.32	81.88		81.88
			VALUES POSTER	35.56			
1003017	06-18-24	FRANCISCO ESCOBAR	ACCOUNT REFUND 65439 VIA DEL SOL	72.39	72.39		72.39
1003065	06-25-24	MANDY WILSON	ACCOUNT REFUND 54282 KIMDALE DR	71.55	71.55		71.55
1003070	06-25-24	WENDY AYALA	ACCOUNT REFUND 16040 VIA VISTA	71.13	71.13		71.13
1003025	06-18-24	SAVANA DIXON	ACCOUNT REFUND 66010 HACIENDA AVE	69.38	69.38		69.38
1003057	06-25-24	BRAYAN BARRERA	ACCOUNT REFUND 12908 CACTUS DR	67.05	67.05		67.05
1002960	06-07-24	O'REILLY AUTOMOTIVE INC.	CABIN FILTER, OIL, UNIT 360	65.72	65.72		65.72
1003066	06-25-24	MANUEL RAMIREZ	ACCOUNT REFUND 61245 DERONDA AVE	62.30	62.30		62.30
1003096	06-27-24	MCMASTER-CARR	STEEL HEX SCREWS - HORTON PLANT	21.22	62.27		62.27
			COMPRESSION ADAPT.	41.05			
1003069	06-25-24	THOMAS GARDNER	ACCOUNT REFUND 64255 EAGLE MOUNTAIN AVE	59.40	59.40		59.40
1003105	06-27-24	TOPS N BARRICADES, INC	REPLACEMENT SIGN CORP YARD	58.58	58.58		58.58
1003014	06-18-24	ARMIN HERRERA	ACCOUNT REFUND 65094 NORTH CLIFF CIR	57.60	57.60		57.60
1002953	06-07-24	FEDEX	WELLS FARGO OVERNIGHT FEE	51.71	51.71		51.71
1002985	06-13-24	FEDEX	WELLS FARGO OVERNIGHT FEE	51.59	51.59		51.59
1003019	06-18-24	HUMANE SOCIETY OF THE DESERT	ACCOUNT REFUND 13700 PALM DR	50.24	50.24		50.24
1003016	06-18-24	ELOISA LARA	ACCOUNT REFUND 66259 AVE BARONA	46.45	46.45		46.45
1003052	06-25-24	CHRIS MCNUTT	ACCOUNT REFUND 9260 AVE JALISCO	39.82	39.82		39.82
1003071	06-25-24	YU CHING LIN	ACCOUNT REFUND 66337 PIERSON BLVD	36.55	36.55		36.55
1003053	06-25-24	MARK EDWARDS	ACCOUNT REFUND 68218 CALLE BONITA	31.08	31.08		31.08
1003082	06-27-24	CYNTHIA ACOSTA	MILEAGE REIMBURSEMENT	28.48	28.48		28.48
1003076	06-25-24	SUELYNN THOMAS	ACCOUNT REFUND 62443 N STARCROSS DR	28.08	28.08		28.08
1003023	06-18-24	LUISA MARTINEZ	ACCOUNT REFUND 12350 DAVE AVE	26.44	26.44		26.44
1003022	06-18-24	LUCY VINDEL	ACCOUNT REFUND 16320 AVE MONTEFLORA	25.55	25.55		25.55
1002995	06-13-24	PARKERS BUILDING SUPPLY	HARDWARE INVENTORY - FLEET MAINT.	8.15	25.38		25.38
			GRINDER WIRE BRUSH	17.23			
1003072	06-25-24	GINA LOPEZ	ACCOUNT REFUND 64550 PIERSON BLVD #4	25.00	25.00		25.00
1003012	06-18-24	ALEXANDRA MERRYMAN	ACCOUNT REFUND 9638 SAN SIMEON DR	14.65	14.65		14.65
1003116	06-27-24	SAN HAY CHAN	ACCOUNT REFUND 68651 PANORAMA DR	13.59	13.59		13.59
1003068	06-25-24	TAMMY MASON	ACCOUNT REFUND 9471 CAPILAND RD	8.03	8.03		8.03
1003073	06-25-24	JAMES GRAVELL	ACCOUNT REFUND 9092 PUESTA DEL SOL	7.72	7.72		7.72
1003056	06-25-24	THOMAS OAKLEY	ACCOUNT REFUND 65565 ACOMA AVE #48	6.99	6.99		6.99
1003112	06-27-24	ALEXANDER BAZLEY	ACCOUNT REFUND 68255 VIA DOMINGO	4.48	4.48		4.48
1003063	06-25-24	JAMEE RAMCHARAM	ACCOUNT REFUND 66680 3RD ST	2.36	2.36		2.36
1003055	06-25-24	MIGUEL MUNOZ LIVING TRUST	ACCOUNT REFUND 66011 4TH ST	2.31	2.31		2.31
1003021	06-18-24	JOHN COCKRILL	ACCOUNT REFUND 69266 GOLDENWEST DR	1.22	1.22		1.22
			CURRENT CHECK TOTAL	3,057,299.0	1,492,683.5	1,564,615.5	3,057,299.0
TOTAL				3,057,299.09	1,492,683.51	1,564,615.58	3,057,299.09
195 records listed							

AGENDA REPORT

REGULAR BOARD MEETING JULY 11 & 15 2024

DIRECTOR REPORTS – MEETINGS AND EVENTS FOR JUNE 2024

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

Date	Event	Attendees
6/4/2024	DHS CITY COUNCIL MEETING	MARTIN
6/4/2024	DWA BOARD MEETING	GRIFFITH
6/6/2024	DVBA LEGISLATIVE MEETING	MARTIN
6/11/2024	RIVCO BOARD OF SUPERVISORS MEETING	MARTIN
6/11/2024	CVWD BOARD MEETING	DUFF
6/11/2024	DHS PLANNING COMMISSION MEETING	MAYRHOFEN
6/12/2024	CVEP MORNING INSIGHTS	MAYRHOFEN, SEWELL, DUFF, MARTIN
6/19/2024	DWA BOARD MEETING	GRIFFITH
6/20/2024	GCVCC ANNUAL INSTALLATION DINNER	SEWELL
6/24/2024	CVAG GENERAL ASSEMBLY	DUFF, MARTIN
6/25/2024	CVWD BOARD MEETING	DUFF
6/25/2024	RIVCO BOARD OF SUPERVISORS MEETING	MARTIN
6/27/2024	DVBA MEMBER APPRECIATION PARTY	MARTIN

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

Date	Event	Attendees
6/12/2024	ACWA LEGISLATIVE COMMITTEE MEETING	DUFF
6/13/2024	CVAG ~ CVCC AND ENERGY & SUSTAINABILITY MEETING	DUFF
6/24/2024	CABOT'S MUSEUM BOARD MEETING	MARTIN

JULY 2024



GENERAL MANAGER'S REPORT

Mission Springs Water District

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ENGINEERING DIVISION

Engineering Department

Below is a list of Capital Projects and status updates for June 2024.

Well 42 Project
MSWD has tentatively approved the proposed downhole rehabilitation plan provided by the hydrogeologist. As a result, the contractor provided a change order to complete the out-of-scope well rehabilitation work. Given the out-of-scope nature of the well rehabilitation work, and total amount required to complete said work, staff will bring a contract amendment to the Board for approval in July 2024. Following approval of the contract amendment, staff will direct the contractor to complete the necessary work to complete the project.

Well 22 Rehabilitation
Staff is currently working with the contractor, Canyon Springs Enterprises, on scheduling the project and executing the agreement.

Water and Wastewater System Comprehensive Master Plan Updates
Staff and consultants continued progress on evaluating the future demands and system needs, as well as finalizing the master plans and capital improvement programs. Staff anticipates completing the plans and presenting them to the Board in the coming weeks.

AD-18 – GQPP Sewer Project Area "D3"
Staff issued the notice to proceed to the design consultant, AECOM, and completed the kick-off meeting. AECOM has begun work on designing the project and MSWD has provided additional information to help them complete the design.

AD-18 – GQPP Sewer Project Areas "A" & "G"
The Army Corps of Engineers design consultant, Genterra, is in the process of preparing the 100% design.

Backup Generators for Well Sites 27-32 and 37 Projects
Once the proposed future solar panel layout is finalized for the sites, staff will solicit bids through the Planet Bids website within the next few months and will evaluate the bids once they are received and will present the bid results to the Board of Directors in a future Board meeting.

Well 34 Rehabilitation
Construction continued and is on track for completion in August 2024. Both Booster Pumps 1 and 2 were pulled to investigate the condition and determine scope of rehabilitation efforts. Staff will be seeking a change order from the Board in order to rehabilitate Booster Pump 2.

Tropical Storm Hilary Waterline Replacement Projects at 13th Avenue, Thomas Avenue, and Mission Lakes Boulevard

Construction of the waterline replacement project has begun, with the 13th Avenue waterline crossing project at 95% completion. Upon completion of the 13th Avenue waterline crossing, the contractor, Tri-Star Construction, will start work on the Thomas Avenue waterline crossing. Work is estimated to start on the Thomas Avenue crossing within two weeks and is expected to be completed by the end of July 2024. Following the completion of the Thomas Avenue crossing, work will start at the third and final repair location, the Mission Lakes Boulevard waterline crossing.



Skyborne Village II – Housing Development

The developer's contractor has exposed and is actively working on pouring manhole collars. They continue to work on exposing the valves, replacing the old circular valve cans with directional, and prepping for the pouring of collars. MSWD Staff have been inspecting and verifying the work meets MSWD construction standards.

Skyborne Village III – Housing Development

The developer's contractor is making progress with sewer main installation on Rainbow Lane, installing approximately 200 feet of 10-inch VCP pipe, and 900 feet of 8-inch VCP pipe. MSWD's contract inspector, MWH Construction, has been inspecting and verifying the work meets MSWD construction standards.

Regional Water Reclamation Facility

The Project Team continued responding to RFIs and processing change orders and payment requests submitted by the contractor, JF Shea Construction.

The contractor completed construction on the Regional Water Reclamation Facility (RWRF) and has achieved the substantial completion milestone. Through the month of June 2024, JF Shea Construction:

- Completed all remaining punch list items for the project.
- Completed installation of the stie security system.
- Demobilized the construction yard, trailers, and equipment.

JF Shea will be idle until the raw water testing begins, following the completion of the Conveyance Line.

The contractor, Yellow Jacket Drilling, is expected to mobilize and complete construction of the third and final require monitoring well in July/August 2024. Thereafter, the closeout report regarding Waste Discharge Requirement Special Provision F.3. for RWRF Groundwater Monitoring will be submitted to the Regional Water Quality Control Board (RWQCB).

The closeout report regarding Waste Discharge Requirement Special Provision F.4. for TDS Impact Evaluation was submitted to the RWQCB.

The Project Team continues to coordinate with the State Water Resources Control Board (SWRCB) on the SRF/Grant funding agreement and reimbursement requests. Staff received a request from the SWRCB regarding Reimbursement Request No. 4 and submitted the additional qualifying information to the SWRCB. Staff responded to additional RFIs from the SWRCB regarding the Conveyance Line FBA.

RWRF Conveyance Line

The Project Team continued responding to RFIs and processing change orders and payment requests submitted by the contractor, Downing Construction.

The contractor completed all construction of the force main and gravity sewer, including final paving, signage, and striping. The gravity sewer portion across the SCE transmission crossing still remains.

Staff continues to coordinate with SCE to resolve the easement issue along Little Morongo Road south of 18th Avenue. In June 2024, the Project Team responded to SCE's RFIs and addressed their comments on the easement acquisition documents.

Area M2 Sewer Collection System (AD-15)

Staff continues to monitor approval of the final bid package with the SWRCB. Staff plans to bid the project following the SWRCB's approval.

RWRF Roadway Design (19th Avenue, Little Morongo Road, and 20th Avenue)

The consultant continued progress on the 90% design. Staff expects to receive the 90% design package in July 2024 for plan check.

Water Resources Department

Below is a list of water resources related activities for June 2024.

Integrated Regional Water Management Planning

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

The CVRWMG continued to discuss the Urban Water Use Efficiency and Conservation Regulations and Chromium-6 Regulations. The CVRWMG prepared an additional comment letter to the State regarding implementation concerns with the proposed Conservation Regulations.

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 sometime later in 2024.

Indio Subbasin Sustainable Groundwater Management Act Compliance

The 2022 Alternative Plan Update for the Indio Subbasin is still with the DWR for review, however, DWR doesn't anticipate completing reviews of alternative plans until sometime later in 2024.

Salt and Nutrient Management Planning

Staff attended the monthly steering committee meeting to discuss final details on both the Task 2 Technical Memorandum (TM) – Characterize Groundwater Quality and Task 4 TM – Technical Approach for Forecasting TDS/N in Groundwater draft reports. Said reports are expected for steering committee review in July 2024.

In addition, the steering committee discussed the Task 3 TM – Delineate Draft Management Zones and Metrics to Characterize Beneficial Use Protection draft report that is in progress, as well as participation from the RWQCB in this critical process.

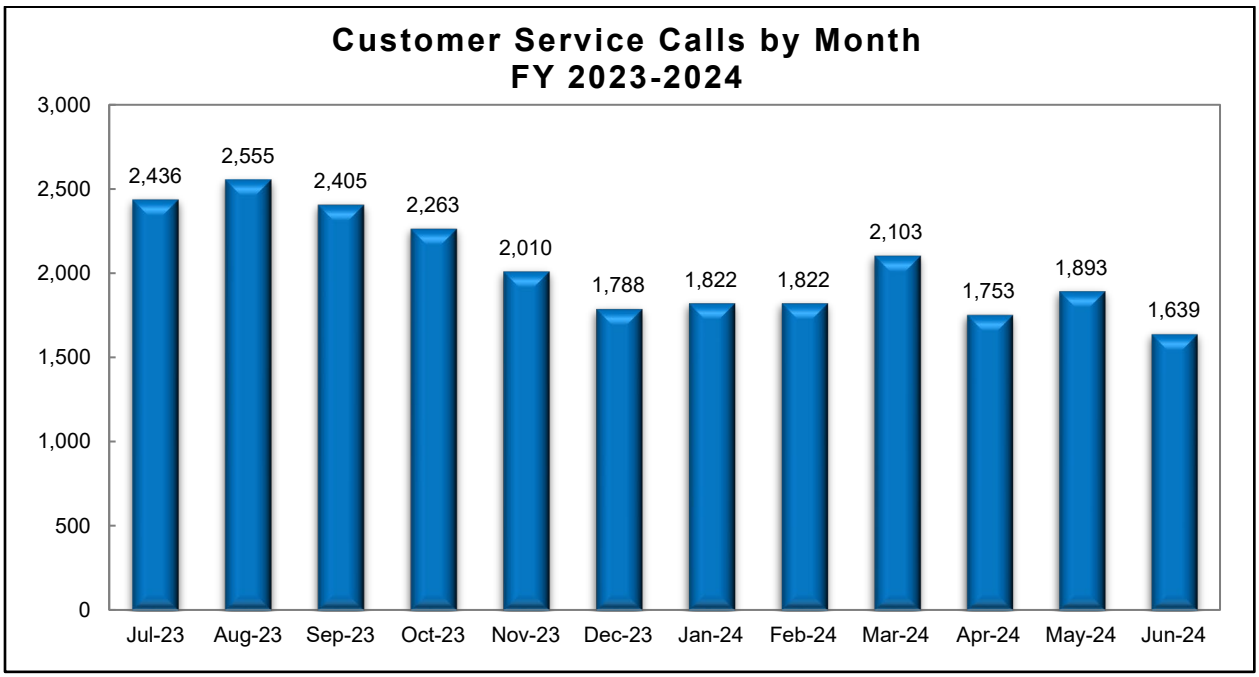


FINANCE DIVISION

Customer Service Department

Calls into the Customer Service Department

After Customer Service had seen a steady decrease in the number of calls earlier, the number of calls has been fairly static over the last five months. The chart below represents total incoming calls received by the Customer Service staff.

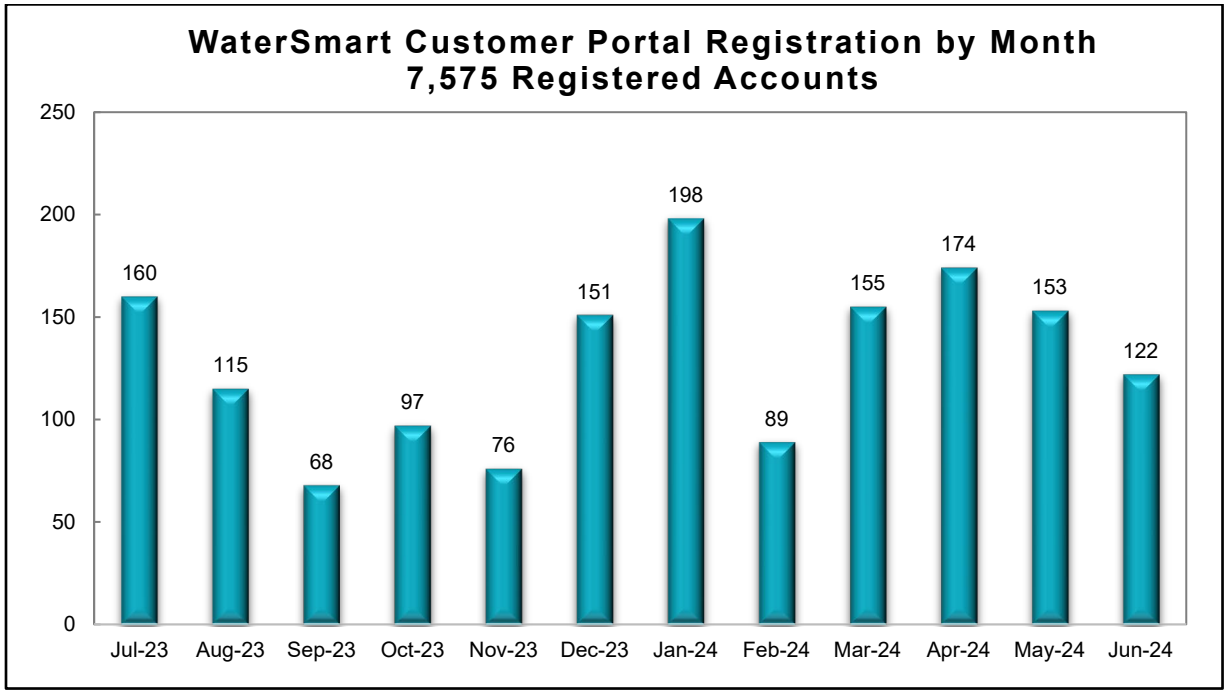


Most calls are related to payment plans, bill assistance information, demand/lien release requests, new property start/stop service, and account balance requests. The table below provides a summary of the number of calls by category received by the Customer Service staff.

Customer Request	Total for June 2024	Total for FY 2024
Water Waste	7	30
High Bill / Service Line Leak	7	197
No Water	7	100
Disconnections	112	1,485
Reconnections	73	908
Service Transfers	86	1,237
High / Low Pressure	3	78
Water Quality	1	27
Other / Miscellaneous	90	1,188

Customer Portal

WaterSmart Analytics data provides a comprehensive overview of leaks detected and automated alerts sent to MSWD customers. All customers are encouraged to sign up in the Customer Portal to access bills and leak alerts.



Delinquency Service Disconnections

Staff continued to reach out to customers with delinquent accounts to provide information for assistance and repayment options to avoid disconnection. The table below summarizes the activities of Customer Service staff regarding delinquent accounts.

Fiscal Year	Auto-Dialer Calls to Customers	Door Hangers to Property	Customer Contact to Make Payment Plan	Service Disconnections
2023 – 2024 (Year to Date)	5,059	799	1,273	557
2022 – 2023	5,107	759	1,171	656
2021 – 2022 (3/24/2022 – 6/30/2022 COVID Moratorium Ended)	1,937	494	378	286
2020 – 2021 (COVID Moratorium)	0	0	0	0
2019 – 2020 (7/1/2019 – 3/9/2020 COVID Moratorium Started)	7,182	1,760	814	667

Installment Payment Plans

The District continues to assist customers with delinquent bills by facilitating installment payment for the benefit of its customers. The table below summarizes the results of the installment payment plans administered by the Customer Service staff.

Total Active Payment Plans	Payment Plan Original Balance	Remaining Balance to be Collected
208	$215,909.79	$71,672.55

Customer Bill Assistance Programs

The District continues to facilitate bill assistance programs for the benefit of its customers.

- The United Way Customer Bill Assistance Program continues to be utilized by those customers who need assistance for one billing period annually, paying $100 per approved customer.
- Riverside County's Low Income Household Water Assistance Program (LIHWAP) Care Program provided customers with a one-time payment towards their water and/or sewer bill of up to $5,000. The U.S. Department of Health and Human Services permitted the extension of the LIHWAP program through March 31, 2024. Please note that the program is now closed and there is no further funding.

The table below summarizes the results of the customer bill assistance programs administered by the Customer Service staff.

Assistance Program	Customers Assisted in June 2024	Total Assistance in June 2024	Total Assistance in FY 2024
United Way of the Desert	4	$400.00	$7,200.00
LIHWAP / CAP Riverside	N/A	N/A	$136,987.94



Billing

During June 2024, Customer Service reviewed a total of 15,793 bills.

June 2024	Bill Count	Bill Amount
Regular Bills	11,105	$989,347.40
Delinquent Bills	4,258	$2,317,194.02
Closing Bills	165	($3,768.45)
Delinquent Closing	265	$45,152.43
Total	**15,793**	**$3,347,925.40**

Refunds

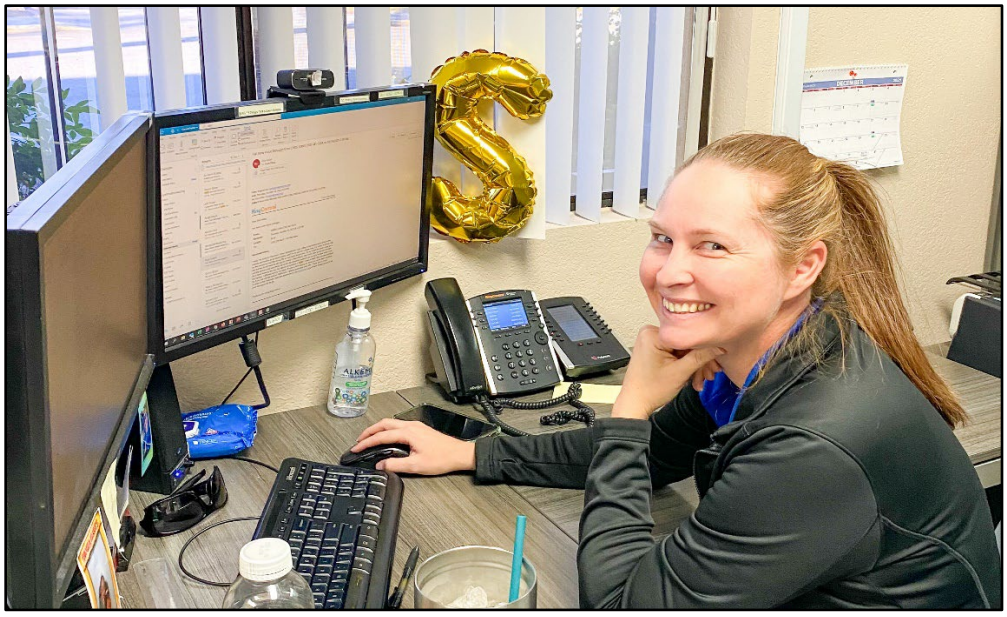
There was a total of 35 customer account refunds totaling $6,036.96 resulting from closed accounts for the month of June 2024.

June 2024	Refund Count	Refund Amount
Customer Refunds	32	$4,733.23
Construction Meter Refunds	3	$1,303.73
Total	**35**	**$6,036.96**

Liens

Customer Service identified three accounts that were 90 days past due requiring Lien filing. Likewise, 28 Release of Liens were issued after securing payment for outstanding balances on past due accounts.

June 2024	Lien Count
Lien Recordings	3
Lien Releases	28



Finance & 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 June 2024.

Finance

The Director of Finance also prepared and presented the following Board items at the June 13, 2024, Board Study Session:

- FY 2025 delinquent charges to be placed on the property taxes.
- Intelesys 12-month Contract Renewal for IT Services.
- Trimble contract acceptance for the CityWorks Asset Management and Work Order Management Systems.
- Water and Sewer Standby Charges to be placed on the property taxes.

The Director of Finance reached out to Wells Fargo requesting the process to extend the $15 Million loan through the completion of the Wright RWRF construction, as well as the Conveyance Line and M-2 Sewer conversion work.

The Director of Finance attended a CSDA training on Cloud Services and the future of software and best practices to safeguard against issues arising from cloud software.

The Director of Finance continues:

- To work with Raftelis on the Long-Range Financial Master Plan work.
- To help with the GIS project by managing the workflow and ensuring the vendor has the necessary information to keep the work going forward.
- To work with the General Manager from Monte Vista Water District through the CSDA mentorship program.
- To work with the outside business analyst on the grants and preparation of the Wright RWRF reimbursement submittals.
- To work with Accounting on new GASB pronouncements that affect the District in the current year.

Current Work Priorities

The Accounting Manager gave her two weeks notice and terminated her employment on June 20, 2024. The position was posted online to find a replacement.

A position was updated in the full-time employee listing through the budget, opening a new accounting technician position that was posted online to hire for it. The position is currently being filled with temporary help.

The Accounting team worked on the preliminary audit work requested by RAMS, including performing walkthroughs of procedures and workflows showing them how each transaction is processed in the accounting system, from a customer payment to an invoice payment and a payroll payment.

Staff also completed the policy and Laserfiche workflow for the Unclaimed Funds process.

Accounting continues to support other departments as needed:

- Engineering
  - A reimbursable job was created to track all the expenses related to New Development projects, for:
    - First Palm Springs Commerce Center.
- Operations
  - Accounting continues to support operations on reimbursable jobs that need to be billed for. These include primarily damage to District property where a police report was filed.
  - A reimbursable job was created to track all the expenses related to:
    - Hit Hydrant at 13163 Palm Dr.
- Human Resources
  - Accounting continues to work with HR to update employee information related to new hires and CalPERS appointments.
  - Also, several retro pay changes were made on late evaluations.
  - Other work involved Boot Reimbursements, Direct Deposit Changes, and the Off Work Requests.
- Customer Service
  - Accounting worked with Customer Service on the Sewer Charges Pre-payment letter to go out to all customers with sewer fees, to prepay before they go on the property taxes.
  - Processing multiple customer refunds for amounts owed after the accounts were closed.
  - Processed two refunds to J.F. Shea for the construction meters that were pulled from the Regional Plant site.

Financial Statement

A year-to-date summary of the District's financial position for Fiscal Year 2023-2024, in addition to a comparison to the previous fiscal year, can be found in Appendix A.

Capital Improvement Program

The District maintains a 5-year Capital Improvement Program that includes water and sewer infrastructure, facilities, equipment, and fleet. A year-to-date summary of the District's Capital Improvement Program for Fiscal Year 2023-2024 can be found in Appendix A.

Payroll

Staff worked with Lincoln Financial to test the new deferred contribution file uploads to the new Alliance Program. The information is more streamlined and pulled from the accounting software directly. Further, employees will now make investment contribution changes through Lincoln and the District will receive those changes to update payroll files. This will save payroll countless hours to track employee changes.

Additionally, the following quarterly procedures have been completed in the month of June 2024:

- Prepared for year-end related work, such as the audit and new fiscal year related changes in the ERP system.
- New CalPERS rates
- New salary amounts based on Board approval of 4.78% COLA.
- RAC Fee increase of $20 plus water loss calculation.
- New FY 2025 worksheets for workflow tracking.
- Long-term vs. short-term debt adjustments.
- Petty Cash balances and replenishment of the funds.
- Property insurance invoice for FY 2025.
- Sewer charges on property taxes pre-payment reconciliations.

Budget

The Director of Finance presented the FY 2025 budget at the Board Workshop on June 5, 2024, and the Board Study Session on June 13, 2024. The Operating Budget and Capital Improvement Projects were presented, including the Budget Document that will be used for the GFOA Certificate of Excellence.

The District received the GFOA's Budget Excellence plaque for FY 2024, and it was presented at the Board Meeting on June 17, 2024.

Additionally, the Director of Finance also prepared the report for the classification plan (salary matrix & full-time employee listing), and Appropriations Limit and calculation for 2025 (GANN Limit).

After Board approval, the Budget was uploaded to the accounting system and the capital improvement jobs were updated with no issues.

Budget transfers for June 2024 totaled $185,875.

FISCAL YEAR	BID	DESCRIPTION OF EXPENDITURE G/L NUMBER	TRANSFER DATE	TRANSFER AMOUNT	TO BID	TRANSFER TO DESCRIPTION	TRANS TO GL NUMBER	APPROVAL
2024	652	CONSULTING SERVICES (GM) 101-5080-56011-000	06-03-2024	1,000.00	697	CONSULTING SERVICES	101-5140-56011-000	MACY
2024	326	TAX ROLL PREPARATION AD #4 101-5220-56011-000	06-10-2024	200.00	438	TAX ROLL PREP - STANDBY	206-5520-68002-000	MACY
2024	326	TAX ROLL PREPARATION AD #4 101-5220-56011-000	06-10-2024	1,900.00	456	TAX ROLL PREP - STANDBY	301-5700-68003-000	MACY
2024	328	TAX ROLL PREPARATION AD #11 101-5220-56011-000	06-10-2024	3,600.00	399	TAX ROLL PREP - STANDBY	201-5520-68002-000	MACY
2024	546	EMERGENCY REPAIRS 201-5460-53381-000	06-10-2024	4,500.00	538	TOOLS AND EQUIPMENT	201-5460-53461-000	MACY
2024	593	TRAINING AND SEMINARS 301-5640-74001-000	06-10-2024	125.00	594	CWEA/CORBS DUES	301-5640-76001-000	MACY
2024	531	CLA-VAL MAINTENANCE 201-5460-53005-000	06-13-2024	30,000.00	524	ENTERPRISE FLEET MANAGEMENT	101-5040-56011-000	MACY
2024	703	ADMINISTRATIVE SUPPORT - TEMP HELP 101-5120-56011-000	06-18-2024	5,000.00	681	EVENT RELATED EXPENSES	101-5120-53005-000	MACY
2024	703	ADMINISTRATIVE SUPPORT - TEMP HELP 101-5120-56011-000	06-18-2024	15,000.00	688	PUBLIC OUTREACH ADVERTISING (GENERAL)	101-5120-56281-000	MACY
2024	703	ADMINISTRATIVE SUPPORT - TEMP HELP 101-5120-56011-000	06-18-2024	500.00	697	GRAPHICS/IMAGE PURCHASES	101-5120-56021-000	MACY
2024	883	WELLSITE CHLORINATION SYSTEM ENCLOSURES - DHS WELLS 201-5440-53005-000	06-18-2024	7,000.00	837	WATER PRODUCTION MAINTENANCE SUPPLIES	201-5440-53005-000	MACY
2024	531	CLA-VAL MAINTENANCE 201-5460-53005-000	06-19-2024	11,000.00	532	MAINLINE LEAK REPAIR MATERIALS	201-5460-53005-000	MACY
2024	603	TEMPORARY STAFF 301-5640-56011-000	06-19-2024	1,300.00	577	PLANT SMALL TOOLS AND EQUIPMENT	301-5640-53005-000	MACY
2024	531	CLA-VAL MAINTENANCE 201-5460-53005-000	06-24-2024	8,000.00	532	MAINLINE LEAK REPAIR MATERIALS	201-5460-53005-000	MACY
2024	539	HOT MIX ASPHALT 201-5460-53601-000	07-02-2024	2,500.00	541	ENCROACHMENT PERMITS CITY AND COUNTY	201-5460-53701-000	MACY
2024	585	OUTSIDE SERVICES 301-5640-56011-000	07-02-2024	4,250.00	587	SCADA MONITORING SERVICE	301-5640-56011-000	MACY
2024	861	PRODUCTION FACILITIES IMPROVEMENTS 201-5440-53005-000	07-02-2024	90,000.00	857	EQUIPMENT REPAIRS - PRODUCTION	201-5440-53381-000	MACY
TOTAL				185,875.00				

Cash

Total cash receipts for the month of June 2024 amounted to $8,772,681, primarily from water and sewer customer account payments, including the third disbursement for the Wright RWRF grant reimbursement of $6,531,541, sewer on property tax pre-payments of $600,208, and final County deposits of approximately $400,000.

Cash Disbursements for the month of June 2024 amounted to $3,051,964 with the largest payments made to:

Entity	Amount
J.F. Shea Construction	$558,995
Downing Construction	$520,633
TKE Engineering	$407,173
Net Payroll	$384,421
ACWA Health Insurance	$195,732
Southern California Edison	$170,123
City of Desert Hot Springs	$151,363



Innovation & 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 June 2024.

Department Updates

- The professional IT services contract with Intelesys was renewed for one year beginning July 1, 2024.
- The IT Department continues to assist Timmons Group on the setup of the new GIS infrastructure for the upcoming asset management and work order management system.
- The District has been working with Intelesys on designing a new network architecture and has begun standardizing network equipment as new purchases are required. This will improve network performance and security.
- The migration to a new email security platform has been postponed since Intelesys has decided to change preferred vendors. The new email security platform will be reviewed by the IT Manager at a later date before the District migrates. The District's email is still effectively protected using the existing platform.
- The IT Manager attended a cybersecurity group meeting with the Emergency Response Network of the Inland Empire (ERNIE) and returned with actionable insights on improving District security.

Technology Improvements

- IT supported Public Affairs in the roll out of the employee intranet.
- IT worked with the Wastewater team to bring the surveillance cameras online at the new Wright Regional Water Reclamation Facility (RWRF). Work continues on the cameral alignment, configuration, and alert creation.
- Additional necessary network equipment was ordered for the Wright RWRF, including new managed network switches for the surveillance system and the office.
- Cybersecurity improvements continue to be made to improve District security.
- Desktop computers and laptop upgrades continue as needed.

On-Going Cyber Security Training

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

Cyber Security News Roundup

The IT Department tracks trends in cyber security to note new opportunities for security and new concerns to defend against. The news below is a brief selection intended for informational purposes and provides no insight to the District's cyber security controls.

- The Biden administration has banned Kaspersky antivirus software in the U.S., citing national security concerns related to potential exploitation by the Russian government. The ban, effective from July 20, 2024, prohibits Kaspersky from

providing antivirus products and updates to U.S. customers, who must transition to alternative security solutions by September 29, 2024. (Bleeping Computer)

- A U.S. cyber agency reported that nearly half of critical open-source projects include memory-unsafe code, increasing vulnerability risks. This assessment follows recent attempts to hijack major open-source tools and emphasizes the need for adopting memory-safe programming languages to mitigate security threats. (SecurityWeek)
- A coordinated international operation led by the U.S. Justice Department dismantled the 911 S5 botnet, likely the largest botnet ever, used for cyberattacks, fraud, and child exploitation. The botnet's administrator was arrested, and the operation seized assets and infrastructure, highlighting global law enforcement collaboration against sophisticated cybercriminal activities. (Justice.gov)
- Increasing calls from Congress and the White House to harmonize cybersecurity regulations across different federal agencies have resulted in a proposed bill to establish a Harmonization Committee to create a standardized framework and pilot program for reconciling overlapping and contradictory cybersecurity requirements, aiming to reduce the regulatory burden on critical infrastructure entities and improve overall cybersecurity compliance. (Route-Fifty)

Intelesys IT Support

The District receives IT services and support through Intelesys. The Intelesys Monthly Client Report for June 2024 activities can be found in Appendix B.



Purchasing Department

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

Price increases and supply chain issues continue to surface within our industry. Specifically, PVC pipe and fittings, ductile iron pipe and service brass fittings, restraints, hydrants, and valves, as well as many other products, are experiencing significant shortages that could lead to extended lead times. Along with these supply chain problems, pricing continues to escalate. These problems exist with both domestic and import materials. Staff will continue to monitor the situation and perform due diligence in getting all the material that is needed to maintain the water systems.

Total inventory purchases were $47,450.86, and the total issued for use by field crews totaled $70,822.64, for June 2024.

Staff conducted and completed the annual inventory count for the 2023/24 fiscal year.



OPERATIONS & MAINTENANCE DIVISION

Construction & Maintenance Department

Water Line Locations

Staff completed approximately 310 water line location requests using iPads and the GeoViewer Mobile app to streamline and manage line locations.

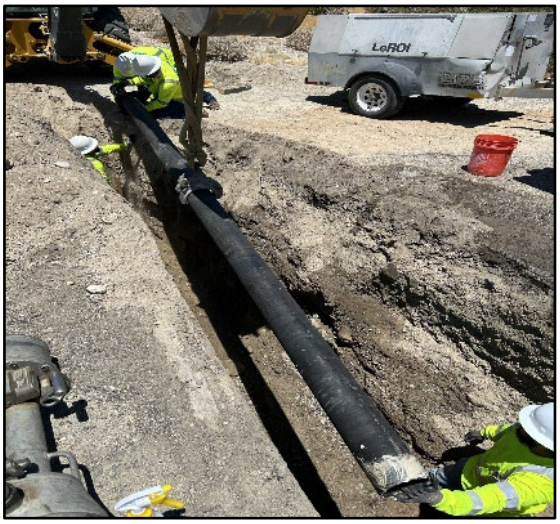




Water System Repairs/Replacement

Staff continued to repair and replace components of the water distribution system keeping it in optimum working order and properly functioning without any interruption. Below is a summary of the repairs and replacements completed in June 2024.

- 24 water service lines were replaced with copper.
- Nine service line leaks were repaired.
- Two mainline leaks were repaired.
- One fire hydrant was repaired.





Water System Maintenance

Staff continued to implement preventative maintenance and inspection programs to keep the water distribution system in optimal working order and properly functioning without any interruption. Below is a summary of the maintenance completed in June 2024.

- 31 ground valves were exercised.
- 24 fire hydrants were flushed, maintained, and painted.
- One air-release valve was inspected and/or rebuilt. Annual air-release valve maintenance has been completed.
- One Cla-Val valve was repaired.
- Nine blow-offs were flushed.





CMMS Workorder Program

A total of 39 work orders were processed in June 2024 using the CMMS program.

New Water Meter Service Installation

Staff installed one new water service line in June 2024.

Fire Flow Testing

Staff continued performing field fire flow tests for the Engineering Department. Five fire flow tests were conducted in June 2024 for the Engineering Department.





Fleet & Facility Maintenance Department

Janitorial Services

The janitorial contractor, Executive Facilities Services Inc., continues to clean and disinfect all District buildings. Routine disinfection is performed four times per week Tuesday through Friday. Additionally, routine janitorial services are provided twice per week on Wednesdays and Fridays. Staff is preparing an RFP to request revised bids reducing the cleaning and disinfection to two days a week each and add the new Wright RWRF to the list of facilities.

Building Maintenance

Staff completed the following building maintenance during the month of June 2024:

- Repaired 11 leaks on irrigation line at Well 27-31.
- Began cleanup of the west Corporate Yard wall of sand and debris around materials.
- Cleaned up trash left outside of the Administration Building trash enclosure and replaced damaged fence board.
- Capped off sprinkler heads at the Administration Building parking lot west planter.
- Replaced drain piping on two rooftop AC Units at the Administration Building.
- Installed peep hole on entry door to Accounting Modular.
- Replaced belts on swamp coolers 1 and 2, as well as meter shop roof unit.
- Repaired three leaks on irrigation line at Well 28.
- Repaired irrigation leak at Two Bunch Reservoir.
- Installed security lights on southwest corner and west outer wall on Accounting for Annex Building walkway.
- Installed nylon head onto Corporate Yard shop tire machine.
- Installed wires on 19 frames for April Scott (Mission, Vision and Values).

Standby Generator Monthly Maintenance Program

Our team conducts monthly testing to ensure that all generators are in good working order and ready for use when needed. There were no issues with the generators this month.

Fleet Maintenance/Repairs

- Unit 402 had the preventative maintenance service performed, tire rotation, and cabin filter replaced.
- Unit 418 had the toolbox struts replaced.
- Unit 404 had the preventative maintenance service performed, tire rotation, cabin filter replaced, and coolant topped off.
- Unit 410 had the chlorine tank mounts installed and chlorine tank project fitted into the truck for testing.
- Unit 419 had a brake inspection upon request, but found no issues.
- Unit 399 Vibratory Plate had the spark plug, coil/wire, and air filter replaced.
- Unit 442 Tamper had a leaking fuel line, fuel filter, and spark plug replaced.
- Unit 117 had the hose reel replaced and a torn suction hose repaired. A rear directional light bar was also installed.

- Unit 362 had all zerk fittings greased.
- Unit 414 had the valve machine button assembly replaced and the suction tube handle replaced.
- Unit 406 had rear brake pads replaced.
- Unit 389 had both windshield wipers replaced.
- Unit 409 had the rooftop spotlight replaced.
- Unit 410 had the rearview camera inspected and will need replacement.
- Unit 442 had a vice mount fabricated.
- Unit 385 had a new suction tube built.





Wastewater Collection Department

Sanitary Sewer Overflows (SSOs)
There were no Sanitary Sewer Overflows (SSOs) in the collection system during June 2024.

Dos Palmas Lift Station
Operators conducted daily site visits to ensure proper pump operation, SCADA (Supervisory Control and Data Acquisition) system functionality, and site security.

Staff used the combination truck to remove rags from the lift station.





Sewer Line Locations
Staff completed 327 sewer line location requests using iPads and the GeoViewer mobile application to streamline and manage line locations.

Sewer Line/Collections Maintenance

- Staff completed 44 CCTV inspections, totaling 12,471 feet in June 2024.
- 618 feet of sewer mainline were cleaned in June 2024.



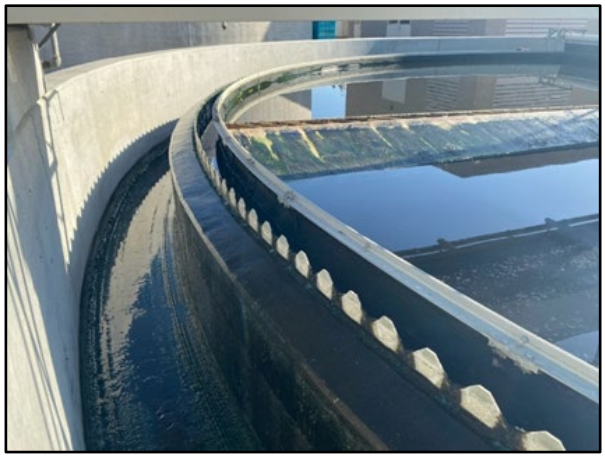
Wastewater Treatment & Disposal Department

Plant Maintenance

Staff spent 373.5-man hours performing routine plant maintenance, equipment maintenance, and plant operations at the Horton and Desert Crest Wastewater Treatment Plants (WWTPs). Also, during this timeframe staff spent 92-man hours operating the sludge belt filter press, including filling and removing 12 trailers of sludge from the Horton and Desert Crest WWTPs.

Staff continued routine maintenance removing rags from the headworks auger, aeration tanks, RAS pumps, grit pumps, etc. On June 22, 2024, the inlet on Clarifier 4 was completely plugged due to rags. Staff were able to remove the rags to restore flow to the clarifier.





Staff had an issue with Influent Pump 1 at the Horton WWTP. Staff pulled the pump to inspect it, and everything operated as it should. Staff will continue to monitor the pump to see if any more faults occur.





Staff replaced the brushes on both Clarifiers 4 and 5. These brushes help remove the buildup on the effluent troths leaving the clarifiers.





Staff had an issue with the horizontal auger that carries sludge from the belt press to the sludge truck. The auger was jammed and sheered the bolts on the first auger section. Staff were able to tap and die the auger shaft to install three bolts to allow the auger to be placed back into operation.





Sampling and Laboratory

Staff collected 54 samples and spent 108-man hours performing laboratory duties and analysis for process control and regulatory reporting purposes. Both plants are producing an effluent that meets the District's permit discharge requirements.



Pond Maintenance

Ponds 1, 2, 3, 4, 5, 6, 7, and 8 were cleaned and rehabilitated during June 2024. Pond 1 was cleaned and rehabilitated twice this month. With the warm temperatures and high winds, staff are seeing algae blooms in the ponds causing issues for percolation. Staff will be keeping the ponds online for no more than 2 weeks at a time to try and prevent algae from coating the bottom of the ponds.





Weekly Wastewater Training

The training courses aim to provide all operators with consistent knowledge and a better understanding of processes, including operating equipment more proficiently. This training helps keep operators safe while completing maintenance. A summary of this month's training includes:

- Heat Safety
- Nitrogen Study Process Control
- Quality Assurance Manual
- Polymer Tote Cleaning and Pickup

Nancy Wright RWRF Startup Training

Staff have continued training on various equipment throughout the Nancy Wright RWRF.



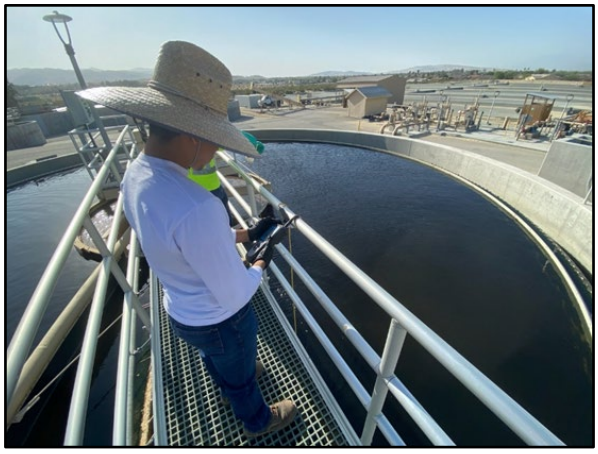
MSWD Wastewater Intern

Staff had Jeremy Minjarez on site as our MSWD Wastewater Intern from the Desert Hot Springs High School REAL Academy. Jeremy was shown different tasks and skills that must be completed monthly through the entire wastewater department. Some of the tasks that Jermery experienced includes:

- Laboratory (Composting, pH, TSS, TDS)
- Process Control (DO, Clarities, Setts)
- Plant Maintenance (Lube, Oil Changes, Equipment Checks)
- Pond Maintenance (Pond Rehabilitation and Maintenance)
- Collections Maintenance (Lift Station and CCTV)









Wastewater Report

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

New Sanitary Service Connections to Collection System					
Fiscal Year	**2023/24**	**2022/23**	**2021/22**	**2020/21**	**2019/20**
July	4	4	18	8	7
August	12	26	20	4	1
September	17	20	20	5	2
October	3	13	36	9	4
November	7	8	29	50	10
December	21	8	12	9	3
January	2	35	14	21	7
February	1	4	7	23	5
March	1	24	17	48	1
April	7	16	7	18	3
May	8	9	16	17	11
June	0	4	2	21	7
Total	**83**	**171**	**198**	**233**	**61**

Additional sanitary service connection information is provided in Appendix C.

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

Wastewater Flow (MGD)				
Fiscal Year 2023/24	**Horton WWTP**		**Desert Crest WWTP**	
	Average Daily Flow	**Peak 24 Hour Flow**	**Average Daily Flow**	**Peak 24 Hour Flow**
July	1.922043	2.149212	0.050983	0.071200
August	1.929369	2.592078	0.047453	0.067540
September	2.037218	2.182773	0.046081	0.055570
October	2.050049	2.173503	0.040804	0.051000
November	2.065661	2.265582	0.046158	0.059550
December	2.037725	2.208722	0.045566	0.057730
January	2.014687	2.152567	0.045226	0.049620
February	1.999080	2.184408	0.047016	0.053920
March	2.075331	2.301861	0.047050	0.054740
April	2.059142	2.222371	0.040275	0.047630
May	1.983604	2.113440	0.036827	0.040730
June	1.982771	2.091744	0.039008	0.046700

Additional wastewater flow information is provided in Appendix C.

Water Production Department

Water Pumped/Produced

During the month of June 2024, the District's three public water systems produced the following volume of water:

- MSWD (CA3310008) – 685.77 Acre Feet (223.46 MG)
- West Palm Springs Village (CA3310078) – 9.09 Acre Feet (2.96 MG)
- Palm Springs Crest (CA3310081) – 5.26 Acre Feet (1.71 MG)

Water Sampling/Testing

- Bacteriological Sampling – Staff collected 50 routine samples in the MSWD system, four routine samples in the ID-E area which includes the West Palm Springs Village (WPSV) and Palm Springs Crest (PSC) systems, and four well samples in ID-E.
- Staff collected 16 general physical samples in the MSWD system and two general physical samples in ID-E.
- During June 2024, staff collected weekly Bac-T samples at Well 22. All these samples passed.
- Well 26A Uranium Treatment (IXP) Sampling – The monthly uranium sampling was completed on June 3, 2024.
- Monthly Reporting – The District's Monthly Coliform Monitoring Report for June 2024 for all three water systems was sent to the SWRCB on June 4, 2024.

Chlorination System Updates

- Chlorination Pumps – Staff conducted routine maintenance and inspections on all chlorine pumps and related equipment at well sites. Staff made necessary adjustments, repairing and/or rebuilding to ensure proper operation. Most chlorinator pumps continue to function properly, with only typical preventative maintenance required (i.e., repair of cracked chlorination suction/feed tubing). However, staff have replaced a couple of pump heads due to chemical incompatibility (Wells 29 and 33).
- Chlorinator Pump Cleaning – Staff began cleaning all chlorinators two times per month with a vinegar-based solution to reduce chlorinator issues. All the chlorine pumps were cleaned twice during the month of June 2024.
- Sodium Hypochlorite (Chlorine) Usage – During the month of June 2024, a total of 1,866 gallons of chlorine (12.5% solution strength) was used to disinfect the distribution system and our production facilities. (Reflects usage in the MSWD and ID-E water systems.)
- Chlorine Residuals at Production Well Sites – In June 2024, the Production staff checked and documented the chlorine residuals at all wells in use 199 times. The average chlorine residual of these readings was 0.90 ppm. (This data reflects the MSWD and ID-E water systems.)
- Distribution System Chlorine Residuals – During the month of June 2024, the Production staff checked and documented the chlorine residuals throughout the distribution system a total of 95 times. The average chlorine residual of these readings is 0.77 ppm. (This data reflects the MSWD and ID-E water systems.)

Well Soundings

Staff continued to sound the groundwater levels for 13 production wells and nine monitoring wells. Staff aim to complete these by the 15th of each month. Note: Well 34 is still off-line and staff are unable to collect the sounding data for this month.

Production Facility Updates

Staff oversees all water production sites, making necessary adjustments. They conduct monthly overflow maintenance as needed by climbing reservoirs. Staff also inspects reservoir roofs using a drone.

- Gateway Fire Pump Monthly Testing – Staff performed the monthly fire pump testing on June 12, 2024. All systems functioned properly. Water loss data was captured and entered onto our water loss tracking worksheet**.**
- Vista Hydro-Pneumatic Compressor – Staff installed a new compressor on the Hydro-Pneumatic Tank at the Vista Reservoir on June 19, 2024.



- Well 24 Update – The well is still offline, and the pump is currently out of the well. MSWD staff has determined that it is best to run this well to failure. We are working with contractors to bring this well back into operation as soon as possible. The extracted equipment was picked up by Southwest Pump on May 21, 2024, to be inspected by their service department. We are waiting for their final equipment inspection report. Staff expects to reinstall the pump equipment in July 2024.
- Well 22 Update – Staff replaced a damaged GFCI outlet at the Well 22 Chlorine Room on June 5, 2024.
- Valley View Corp Stop – Staff replaced a leaking valve at the Valley View header to prevent corrosion. Staff also cleaned and repainted the header.





- Well 31 Pump Noise – The pump was removed from this well and was inspected for necessary repairs. Additionally, since the pump was out of the well, we conducted a video survey and EMDS (well casing study) on the well. It was determined that all the downhole equipment needs to be replaced. The new equipment installation was completed on June 25, 2024. Staff are working on collecting the necessary water samples to put this well back online.



- Well 33 Chlorination System Upgrade Project – This project is complete and functional. This site now automatically monitors and adjusts chlorine dosing to ensure proper and continuous chlorination.
- Reservoir Inspections – Staff is continuing to inspect the reservoirs on a quarterly basis. No issues were found. This month.
- Pump Packing Maintenance – The packing for the following pumps were serviced/adjusted by MSWD staff in June 2024: Well 22 and Well 32 Booster.



- Chlorine Room Vent Filters – Staff have installed air filters in our chlorine rooms to reduce the amount of dust in these rooms.



- Portable Generator Usage – There was not generator use in June 2024.
- Cla-Val Maintenance – Staff did some maintenance on various Cla-Valves at our water production sites.



Well 33 Solar Site

Staff continue to monitor the performance of the solar system. However, MSWD is still working with Kenwood Energy to review past maintenance reports and the current condition of the facility. They are also helping prepare an RFP for an O&M service contract.

MSWD Water Production Intern

Along with other MSWD Departments, Water Production was assigned Samuel Sosa as an intern from the Desert Hot Springs High School REAL Academy for three weeks during the month of June 2024. During his internship, Sam was able to observe and/or participate in the following tasks:

- Water Reservoir Inspections
- Chlorine Analyzer Inspection and Maintenance
- Routine Bacteriological Sample Collection
- Routine Chlorine Residual Checks throughout our Distribution System
- Observed the Pump Equipment Installation and Start-up at Well 31
- Well/Booster Motor Oil Change and Greasing
- Observed the installation of a Hydro Pneumatic Tank Compressor
- Calculating Chlorine Dosing for Mainlines, Wells, and Reservoirs
- Performing Well Soundings and Water Quality Measurements (Ph, TDS, Conductivity)
- Routine Chlorine Pump Cleanings and Maintenance
- Routine Monthly Fire Pump Test









Water Report

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

New Service Connections to the Water System					
Fiscal Year	**2023/24**	**2022/23**	**2021/22**	**2020/21**	**2019/20**
July	5	6	18	7	4
August	14	28	19	6	10
September	19	22	23	18	2
October	4	16	33	13	3
November	9	10	27	10	16
December	5	9	9	2	17
January	5	26	14	15	6
February	3	14	8	13	8
March	6	29	19	16	2
April	11	24	6	11	1
May	9	16	19	15	12
June	3	5	1	24	11
Total	**93**	**205**	**196**	**150**	**92**

Additional water service connection information is provided in Appendix C.

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

Monthly Water Production (AF)							
	FY 2023/24	**Variance from Prior Year**		**FY 2022/23**	**FY 2021/22**	**FY 2020/21**	**FY 2019/20**
		AF	**%**				
July	789.99	38.20	5.08	751.79	796.57	857.77	853.23
August	737.74	-112.45	-13.23	850.19	839.93	885.31	795.18
September	675.06	-40.97	-5.72	716.03	738.65	784.80	757.08
October	709.23	17.25	2.49	691.98	665.18	755.84	709.39
November	629.05	29.66	4.95	599.39	679.85	690.13	619.87
December	529.99	-24.28	-4.38	554.27	565.48	588.32	537.23
January	556.57	26.18	4.94	530.39	580.28	537.96	553.20
February	458.69	-31.72	-6.47	490.41	527.34	495.61	520.85
March	560.24	59.87	11.97	500.37	601.44	625.80	557.73
April	649.67	97.33	17.62	552.34	624.07	649.34	573.02
May	696.24	-30.01	-4.13	726.25	745.36	723.62	698.99
June	700.11	18.02	2.64	682.09	730.02	761.63	806.02
Total	**7,692.58**	**47.08**	**0.62**	**7,645.50**	**8,094.17**	**8,356.13**	**7,981.79**

Additional water production information is provided in Appendix C.

PUBLIC AFFAIRS

Past & Upcoming Sponsorships / Events

DHS City Council Meeting: June 4, 2024



At the start of the Desert Hot Springs City Council Meeting on June 4, 2024, the mayor and council members recognized retired MSWD employee Carol Morin and thanked her for her 22 years of service to the District and the community. Several members of the MSWD Board and staff attended the presentation to honor Carol for everything she has done for our organization.

DVBA Legislative Meeting: June 6, 2024

MSWD Board and Staff attended the Desert Valley Builders Association's monthly legislative briefing. During the meeting, staff heard from representatives from all of the Coachella Valley's city planning departments and representatives from Congressman Ken Calvert and Assemblyman Greg Wallis' offices.

GCVCC Annual Installation & Business Awards: June 20, 2024



Both members of the Board of Directors and staff attended the Greater Coachella Valley Chamber of Commerce Installation and Business Awards event on June 20, 2024. Assistant General Manager Marion Champion was formally installed on the Desert Hot Springs Chamber Board.

CVAG General Assembly: June 24, 2024

On June 24, 2024, members of the Board and staff attended the Coachella Valley Association of Government's (CVAG) General Assembly Meeting, which honored outgoing CVAG Chair Scott Matas. During the event, leaders provided updates on each Coachella Valley City and many of CVAG's accomplishments over the past year.

MSWD Water Talks: June 26, 2024



On June 26, 2024, MSWD proudly hosted Senior Public Affairs Representative Chris Palmer from CSDA as a guest speaker during our monthly Water Talks presentation. He provided participants a general overview of the Special District Association, including its role and responsibility and the importance of Special Districts across the state.

MSWD Blood Drive: July 10, 2024



Mission Springs Water District is partnering with LifeStream Blood Bank to host a blood drive on Wednesday, July 10, 2024; these events continue to be successful, with MSWD employees and community members signing up to give. The blood drive will occur in the boardroom from 7 a.m. to 12 p.m.

CVCAN Membership Appreciation Party: July 11, 2024

MSWD is a proud sponsor of CVCAN's Annual Membership Party, which will be held at Miracle Springs Villa located at 10625 San Miguel Rd #3 at 3 p.m.

GCVCC Legislative Breakfast with Assemblymember Wallis: July 12, 2024

Assemblymember Greg Wallis will join the Greater Coachella Valley Chamber of Commerce for a legislative briefing covering various topics important to California. The event is being held at Tommy Bahama Miramonte Resort & Spa in Indian Wells.

MSWD Water Talks: July 31, 2024

Water Talks with MSWD is a monthly event hosted by the Mission Springs Water District; customers are invited to sign up for each event through various outreach channels such as direct emails, social media, paid/sponsored social media, and on the home page of the District website. Next month, we will hear from Coachella Valley Mosquito and Vector Control General Manager Jeremy Wittie, who will discuss fixing water leaks to avoid standing water, a breeding ground for mosquitoes.

CASA Annual Conference: July 31 – August 2, 2024

The California Association of Sanitation Agencies is hosting its annual conference at the end of the month. Topics include pending legislation impacting wastewater providers and innovation and trends in the wastewater field.

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

Youth & Education Programs

Project WET Teacher Training



MSWD partnered with CVWD to offer Project WET professional development workshops for local educators. Project WET workshops guide educators through an engaging, firsthand experience that prepares them to easily implement Project WET activities in their classroom or learning space. Participants were provided a copy of the updated Foundations of Water Education Guide to aid them in lesson-planning efforts.

DHS Recreation Center Summer Camp



In partnership with the Desert Hot Springs Recreation Center, MSWD will present eight water education and activity sessions to students this summer as part of the Recreation Center's summer programming. This year's summer program features water, and what better way than to have MSWD join in and help share our love for all things water? All students will receive a specially designed refillable MSWD water bottle for the kids to keep.

Dates include:

- Two morning sessions on Wednesday, June 12, 2024
- Two afternoon sessions on Tuesday, June 25, 2024
- Two morning sessions on Wednesday, July 17, 2024
- Two afternoon sessions on Tuesday, July 30, 2024

DHS High School REAL Academy Internship



After completing the summer internship program, Mission Springs Water District celebrated Mary Aler, Stephanie Martinez, Jeremy Minjarez, and Samuel Sosa at its Board of Directors meeting on Monday, June 17, 2024. In partnership with the Desert Hot Springs High School REAL Academy, the program provides valuable hands-on experience and educational opportunities to students, exposing a new generation to the opportunities in water.

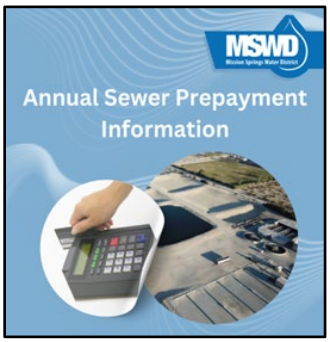
Public & Media Outreach

2023 Consumer Confidence Report (CCR) Water Quality Report



MSWD complies with regulations requiring the annual publication of a Consumer Confidence Report on water quality. It provides source water analysis, performance on water quality standards, and other information regarding the quality of our water supply. The Water Quality Report, sent to customers each year by July 1, is also available for download in English and Spanish on the website.

Annual Sewer Pre-Payment Option for 2024-2025



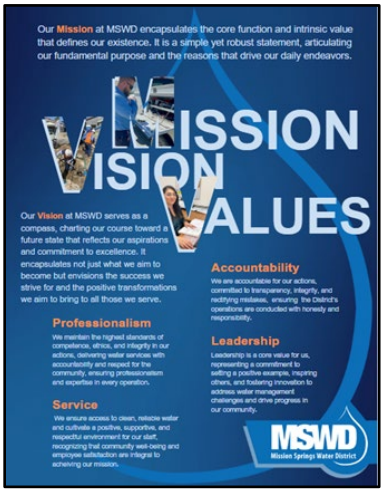
MSWD Customers can pre-pay their annual sewer service bill instead of allowing it to be placed on their property tax bill. Customers can pre-pay their sewer bills by Monday, July 1, 2024, to avoid having their sewer payment rolled onto the property taxes. To promote the pre-payment option, MSWD sent letters with a tear-off payment coupon to all wastewater customers and promoted it on social media and our website promotions.

Customer Newsletter



Our June 2024 Water Matters newsletter featured information about summer conservation, the monthly Water Talk presentation, and the annual Rotary Beh Heart Award the MSWD Hilary Emergency Response Team received. A copy of the newsletter is included in Appendix E.

Strategic Plan



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

With this new plan and updated vision, the Public Affairs Department updated the Mission, Vision, and Values posters to place around the administrative building and corporate yard.

Legislative Update

Federal: Water Conservation Rebate Tax Bill Introduced in the House

Representatives Jared Huffman (D-CA) and John Curtis (R-UT) reintroduced the Water Conservation Rebate Tax Parity Act (H.R. 8682). The bill would amend the federal tax code so that rebates for water conservation and water runoff management improvements are not considered taxable income. The legislation was referred to the Ways and Means Committee for consideration.

Federal: House Passes Wastewater Pollution Prevention Bill

On June 11, 2024, the House passed the Wastewater Infrastructure Pollution Prevention and Environmental Safety (WIPPES) Act (H.R. 2964) by a vote of 351-56. This bill would require the Federal Trade Commission to issue regulations for wipe manufacturers to label their products as non-flushable to protect against wastewater infrastructure damage. The legislation was sent to the Senate and was referred to the Commerce, Science, and Transportation Committee for consideration. Additional Federal updates are available in Appendix D.

State: Taxpayer Deception Act (Initiative #1935) Pulled from November Ballot by Supreme Court

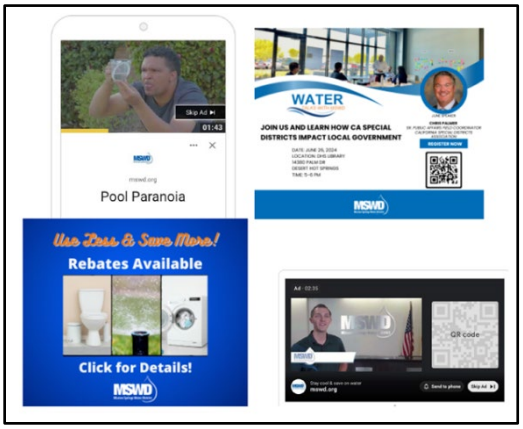
The California Supreme Court ruled Initiative 1935 ineligible for the November 2024 statewide ballot. Known by opponents as The Taxpayer Deception Act, Initiative 1935 would have revised the State Constitution to retroactively invalidate hundreds of local ballot measures and jeopardized billions of dollars in funding for essential services.

In its 7-0 opinion in the case of Legislature v. Weber, authored by Justice Liu and concurred with by Chief Justice Guerrero and Justices Corrigan, Kruger, Groban, Jenkins, and Evans, the Court concluded that, "Petitioners have clearly established that the challenged measure would revise the Constitution without complying with the appropriate procedure. The changes proposed by the TPA [Taxpayer Protection Act] are within the electorate's prerogative to enact, but because those changes would substantially alter our basic plan of government, the proposal cannot be enacted by initiative. It is instead governed by the procedures for revising our Constitution. We therefore issue a peremptory writ of mandate directing the Secretary to refrain from taking any steps to place the TPA on the November 5, 2024, election ballot or to include the measure in the voter information guide."

The State Legislature, Governor Gavin Newsom, and former Senate President Pro Tem John Burton filed a petition in the original jurisdiction of the Supreme Court for an order directing Secretary Weber to remove the measure from the ballot. The Supreme Court typically hears appeals from lower courts, and exercise of its original jurisdiction is rare. At the urging of a wide range of amici, coalition of local government advocates including the CSDA among them, the Court ordered full briefing and argument of the petition.

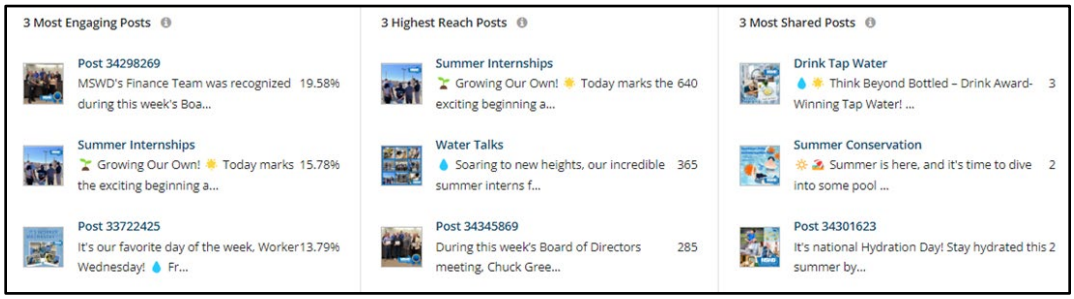
MSWD Digital Advertising

For the month of June 2024, the District featured four Google and Facebook/Instagram ads promoting various MSWD programs. The Google campaign garnered almost 207,652 impressions and 1,572 link clicks. Our Facebook ads garnered more than 176,545 impressions and 272 link clicks. A full report is included in Appendix E.



Social Media

A copy of the June 2024 social media report can be found in Appendix E. This report highlights activities and posts on the District's social media platforms. Some of our most engaging posts included the MSWD's Finance Team as they were recognized by the Board, the Summer Internships, and Worker Wednesday posts. The most shared posts were Drink Award Winning Tap Water, Summer Conservation, and National Hydration Day. The posts with the highest reach were the Summer Internships, Water Talks, and the CWEA Awards posts.



3 Most Engaging Posts		3 Highest Reach Posts		3 Most Shared Posts	
Post 34298269	MSWD's Finance Team was recognized during this week's Boa... 19.58%	Summer Internships	Growing Our Own! Today marks the exciting beginning a... 640	Drink Tap Water	Think Beyond Bottled – Drink Award-Winning Tap Water! ... 3
Summer Internships	Growing Our Own! Today marks the exciting beginning a... 15.78%	Water Talks	Soaring to new heights, our incredible summer interns f... 365	Summer Conservation	Summer is here, and it's time to dive into some pool ... 2
Post 33722425	It's our favorite day of the week, Worker Wednesday! Fr... 13.79%	Post 34345869	During this week's Board of Directors meeting, Chuck Gree... 285	Post 34301623	It's national Hydration Day! Stay hydrated this summer by... 2

CV Water Counts

In June 2024, the digital marketing campaigns achieved impressive results across various platforms. The Google Ads campaign saw a total of 221,351 display ad impressions, 2,147 search ad impressions, and 69,404 video impressions, generating 2,679 clicks. The Facebook ad campaign was also effective, with 864 link clicks from 155,877 impressions and reaching 48,937 users. The website recorded 4,004 users, 5,061 sessions, and 6,353 pageviews, with the "Conservation Tips" page leading the views. Additionally, the e-Newsletter had a remarkable open rate of 59.57%, significantly higher than the industry average, and a click rate of 10.86%.



Rebates & Conservation

The Public Affairs team continued to promote rebates and conservation throughout our service territory during June 2024.

Toilet Rebates

The District processed two toilet rebate applications in June 2024, totaling $300.

Turf Rebates

The District processed one turf rebate in June 2024, totaling $920.

Clothes Washer Rebates

The District received one clothes washer rebate application in June 2024, totaling $150.

Smart Controller Rebates

The District received one smart controller rebate application in June 2024, totaling $128.92.

Conservation Kits

The District did not receive any requests for conservation kits in June 2024.

.

Bottled Water Tracking Report

Date Supplied	Requested By	Event or Purpose	Cases Requested
06/05/2024	City of DHS	Monthly Water Supply	15
06/17/2024	CVCAN	Monthly Membership Meeting	2
06/18/2024	GCVCC	Gift Basket Donation	1
06/26/2024	MSWD	Water Talks – DHS Library	2
06/27/2024	MSWD	Project WET	1
		Total	**21**



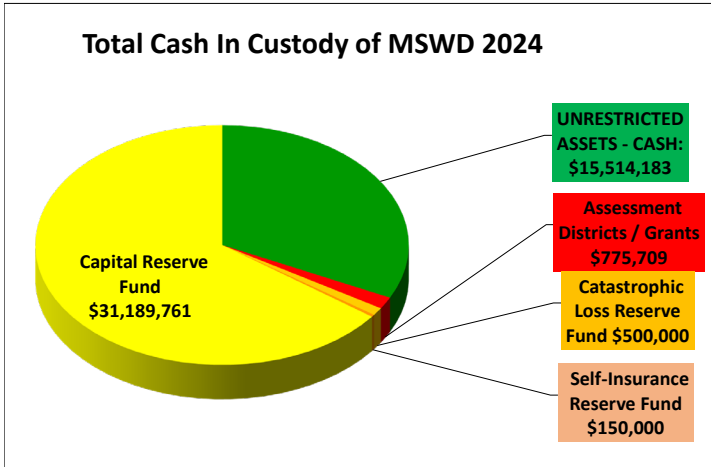
APPENDIX A – Finance & Accounting Information

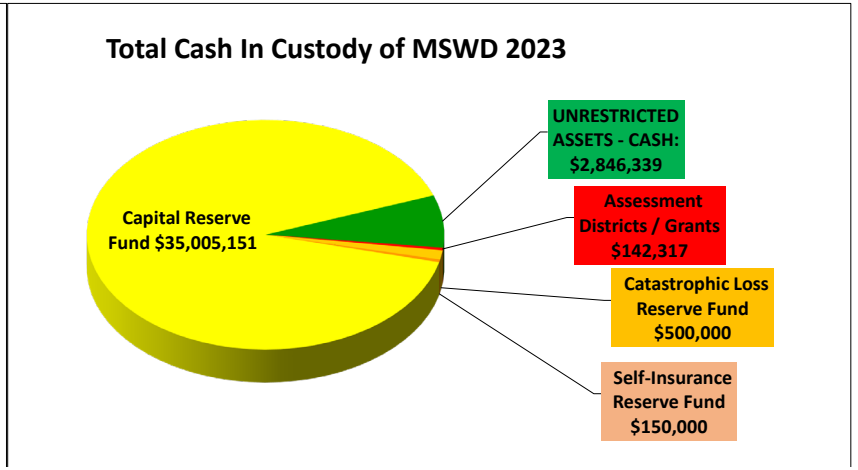
MISSION SPRINGS WATER DISTRICT
COMBINED FUNDS
DISTRICT SUMMARY
JULY 1, 2023 TO MAY 31, 2024

YEAR TO DATE					JULY 1, 2022 TO MAY 31, 2023			
ACTUAL	BUDGET	FAVORABLE (UNFAVORABLE) VARIANCE AMOUNT	FAVORABLE (UNFAVORABLE) VARIANCE PERCENT		ACTUAL	BUDGET	FAVORABLE (UNFAVORABLE) VARIANCE AMOUNT	FAVORABLE (UNFAVORABLE) VARIANCE PERCENT
19,248,661	19,495,289	(246,628)	-1%	**OPERATING REVENUE:**	17,820,819	18,231,424	(410,605)	-2%
19,502,986	22,390,550	2,887,563	13%	**OPERATING EXPENSE:**	17,753,941	18,048,057	294,116	2%
(254,325)	(2,895,261)	2,640,936	91%	**NET OPERATING INCOME**	66,878	183,367	(116,489)	-64%
7,954,019	7,324,424	629,595	9%	**ADD NON-OPERATING REVENUE**	4,000,553	3,121,460	879,093	28%
896,306	975,227	78,921	8%	**LESS NON-OPERATING EXPENSE**	493,335	1,218,864	725,529	60%
7,057,714	6,349,197	708,517	11%	**NET NON-OPERATING INCOME**	3,507,218	1,902,596	1,604,622	84%
6,803,389	3,453,936	3,349,452	97%	**NET INCOME**	3,574,096	2,085,963	1,488,133	71%

OTHER INFORMATION

		5.98	**DEBT SERVICE RATIO**		9.95	
		1.30%	**INVESTMENT RETURN**		0.34%	
EARNED	$	33,468	**WELLS FARGO LOAN INTEREST**	$	53,200	**PAID**
	$	42,784,058	**CASH - JULY 1**	$	47,763,075	
	$	5,345,595	**INCREASE/(DECREASE) IN CASH**	$	(9,119,268)	
	$	48,129,653	**CASH - END OF PERIOD**	$	38,643,807	
WELLS FARGO	$	15,514,183	**UNRESTRICTED CASH**	$	2,846,339	**WELLS FARGO**
WELLS FARGO	$	569,268	**RESTRICTED - ASSESSMENT DISTRICTS**	$	23,786	**WELLS FARGO**
CALTRUST	$	6,972,735	**RESTRICTED - SHORT TERM FUND**	$	11,614,564	**CALTRUST**
CALTRUST	$	22,286,082	**RESTRICTED - MEDIUM TERM FUND**	$	21,518,240	**CALTRUST**
CALTRUST	$	2,787,385	**RESTRICTED - LIQUIDITY FUND**	$	2,640,878	**CALTRUST**
	$	48,129,653	**RESTRICTED TOTAL CASH**	$	38,643,807	





MISSION SPRINGS WATER DISTRICT
CAPITAL IMPROVEMENT PROJECTS - ONGOING
MAY 31, 2024

		BEG BAL	YEAR TO DATE	2024	FY 2024 BUDGET	TOTAL	ADOPTED	BALANCE	DEPARTMENT
JOBNO	PROJECT TITLE	07-01-2023	05-31-24	BUDGET	TO ACTUAL	COST	BUDGET	OF BUDGET	RESPONSIBLE
11147	WELL #42 (NEAR TO EXISTING WELL # 22)	2,414,627.28	539,927.33	2,210,777.00	1,670,849.67	2,954,554.61	4,739,000.00	1,784,445.39	ENGINEERING
11424	REGIONAL WASTEWATER TREATMENT PLANT	35,733,398.82	15,023,089.84	20,001,215.00	4,978,125.16	50,756,488.66	53,049,300.00	2,292,811.34	ENGINEERING
11425	AREA M-2 (AD #15)	634,711.19	63,516.21	10,819,868.00	10,756,351.79	698,227.40	11,450,000.00	10,751,772.60	ENGINEERING
11426	CONVEYANCE LINE FROM LS TO RWWTP	1,886,431.81	4,984,110.01	7,257,876.00	2,273,765.99	6,870,541.82	8,300,000.00	1,429,458.18	ENGINEERING
11451	CHROMIUM 6 COMPLIANCE STUDY	14,489.48	33,855.00	185,511.00	151,656.00	48,344.48	200,000.00	151,655.52	ENGINEERING
11456	HWWTP INFL. PUMP STATION ODOR CONTROL	647,827.69	142.15	82,745.00	82,602.85	647,969.84	730,000.00	82,030.16	ENGINEERING
11566	DESIGN & ENGINEERING AREAS H & I	332,182.49	4,138.08	129,775.00	125,636.92	336,320.57	460,000.00	123,679.43	ENGINEERING
11610	VISTA RESERVOIR NO. 2	125,979.40	1,048.21	849,448.00	848,399.79	127,027.61	975,427.00	848,399.39	ENGINEERING
11611	WELL REHABILITATION PROGRAM - WELL 22	315,712.46	292,038.42	1,328,219.00	1,036,180.58	607,750.88	1,560,000.00	952,249.12	PRODUCTION
11618	DESIGN & ENGINEERING FOR AREAS A & G	526,554.15	45,887.62	1,099,118.00	1,053,230.38	572,441.77	1,600,000.00	1,027,558.23	ENGINEERING
11621	ADMIN BUILDING	1,523,556.61	237,652.02	16,802,667.00	16,565,014.98	1,761,208.63	33,300,000.00	31,538,791.37	ADMINISTRATION
11657	SEWER SYSTEM COLLECTIONS	560,651.81	355.95	192,873.00	192,517.05	561,007.76	750,000.00	188,992.24	ENGINEERING
11666	EMERGENCY BACKUP GENERATOR WELL 27/31	18,098.29	3,761.27	395,166.00	391,404.73	21,859.56	411,002.00	389,142.44	ENGINEERING
11667	EMERGENCY BACKUP GENERATOR WELL 32	18,008.94	3,758.06	284,230.00	280,471.94	21,767.00	300,331.00	278,564.00	ENGINEERING
11668	EMERGENCY BACKUP GENERATOR WELL 37	18,043.56	3,760.00	284,200.00	280,440.00	21,803.56	300,331.00	278,527.44	ENGINEERING
11716	PORTABLE BOOSTER/TRANSFER PUMP	0.00	148,226.35	180,000.00	31,773.65	148,226.35	180,000.00	31,773.65	PRODUCTION
11717	TRAILER MOUNTED PORTABLE GENERATORS	0.00	487,220.74	537,375.00	50,154.26	487,220.74	537,375.00	50,154.26	CONSTRUCTION & MAINT.
11741	35C WELL REHABILITATION	14,226.50	5,094.50	2,685,773.00	2,680,678.50	19,321.00	2,700,000.00	2,680,679.00	ENGINEERING
11742	34C WELL REHABILITATION	13,269.15	568,908.99	464,997.00	-103,911.99	582,178.14	475,000.00	-107,178.14	ENGINEERING
11743	INSTALL 18-INCH INTERTIE LINE	685.19	2,489.58	1,100,000.00	1,097,510.42	3,174.77	1,100,000.00	1,096,825.23	ENGINEERING
11769	19TH-20TH AVES & LITTLE MORONGO ROADWAY PROJECT	44,736.64	56,992.45	286,768.00	229,775.55	101,729.09	309,000.00	207,270.91	ENGINEERING
11790	2024 - NEW METERS 3/4" - 2"	0.00	289,251.03	350,000.00	60,748.97	289,251.03	350,000.00	60,748.97	FIELD SERVICES
11837	GIS ESRI - SBITA	0.00	8,931.50	350,000.00	341,068.50	8,931.50	140,000.00	131,068.50	FIELD SERVICES
TOTAL		44,843,191.46	22,804,155.31	67,878,601.00	45,074,445.69	67,647,346.77	123,916,766.00	56,269,419.23	
23 records									

MISSION SPRINGS WATER DISTRICT
CAPITAL IMPROVEMENT PROJECTS - PAUSED
MAY 31, 2024

		BEG BAL	YEAR TO DATE	2024	FY 2024 BUDGET	TOTAL	ADOPTED	BALANCE	DEPARTMENT
JOBNO	PROJECT TITLE	07-01-2023	05-31-24	BUDGET	TO ACTUAL	COST	BUDGET	OF BUDGET	RESPONSIBLE
11087	HORTON WWTP EXPANSION #5	152,615.52	0.00	0.00	0.00	152,615.52	13,404,000.00	13,251,384.48	ENGINEERING
11159	1530 ZONE REDBUD TANK #2 LAND AND CONSTR	70,708.46	0.00	9,292.00	9,292.00	70,708.46	80,000.00	9,291.54	ENGINEERING
11205	I-10 & INDIAN SEWER COLLECTION SYSTEM	594,668.44	0.00	57,332.00	57,332.00	594,668.44	652,000.00	57,331.56	ENGINEERING
11472	AREA J-2	293,853.72	0.00	6,146.00	6,146.00	293,853.72	300,000.00	6,146.28	ENGINEERING
11556	HWWTP ASU DEMOLITION	45,077.20	0.00	122,198.00	122,198.00	45,077.20	167,275.00	122,197.80	ENGINEERING
11557	HWWTP PERCOLATION PONDS (2)	350,213.58	0.00	29,786.00	29,786.00	350,213.58	380,000.00	29,786.42	WASTEWATER
11598	BLOCK WALL AT CORP YARD & WASTEWATER FACILITY	1,451.86	0.00	153,548.00	153,548.00	1,451.86	155,000.00	153,548.14	ENGINEERING
11599	BLOCK WALL/FENCE AT TERRACE RESERVOIR	25,947.91	0.00	200,340.00	200,340.00	25,947.91	226,288.00	200,340.09	ENGINEERING
11600	BOOSTER PUMP REHAB PROGRAM	119,375.93	0.00	80,515.00	80,515.00	119,375.93	150,000.00	30,624.07	PRODUCTION
11601	MODULAR ENCL FOR CHLORINE EQUIP AT WELL SITES	88,417.25	0.00	38,018.00	38,018.00	88,417.25	124,180.00	35,762.75	PRODUCTION
11604	PAVEMENT REPAIRS - CORP YARD	43,757.39	0.00	301,818.00	301,818.00	43,757.39	345,575.00	301,817.61	ENGINEERING
11607	TERRACE RESERVOIR NO. 1	30,667.76	0.00	723,675.00	723,675.00	30,667.76	754,343.00	723,675.24	ENGINEERING
11608	TERRACE RESERVOIR NO. 2	32,374.80	0.00	782,086.00	782,086.00	32,374.80	814,461.00	782,086.20	ENGINEERING
11609	TERRACE RESERVOIR NO. 3	30,882.54	0.00	330,480.00	330,480.00	30,882.54	361,363.00	330,480.46	ENGINEERING
11613	HWWTP ABOVE GROUND PIPING & APPURTENANCE REHAB	343.68	0.00	149,656.00	149,656.00	343.68	150,000.00	149,656.32	ENGINEERING
11617	HWWTP SCADA UPGRADES	40,080.36	0.00	94,006.00	94,006.00	40,080.36	129,008.00	88,927.64	WASTEWATER
11622	2020 WATER CIP PIPELINE REPLACEMENT	275,188.54	0.00	1,989,786.00	1,989,786.00	275,188.54	2,264,975.00	1,989,786.46	ENGINEERING
11665	WELL AND RESERVOIR SITES SECURITY CAMERAS	2,366.86	0.00	222,708.00	222,708.00	2,366.86	225,075.00	222,708.14	PRODUCTION
11689	FILTRATION FOR HWWTP	108,952.07	0.00	1,391,082.00	1,391,082.00	108,952.07	1,500,000.00	1,391,047.93	ENGINEERING
11691	MUNICODE WEBSITE	9,021.78	0.00	0.00	0.00	9,021.78	31,000.00	21,978.22	ADMINISTRATION
11692	MUNICODE AGENDA	7,214.25	0.00	0.00	0.00	7,214.25	20,000.00	12,785.75	ADMINISTRATION
11693	GQPP AREA D3-1 SEWER DESIGN	8,840.75	463.86	147,159.00	146,695.14	9,304.61	156,000.00	146,695.39	ENGINEERING
11720	WELL REHAB PROGRAM DESIGN - 2022 FY	53,528.31	15,390.00	66,472.00	51,082.00	68,918.31	120,000.00	51,081.69	PRODUCTION
11733	ADMINISTRATION OFFICE REPAIRS DRYWL/PAINT	35,339.27	0.00	99,661.00	99,661.00	35,339.27	135,000.00	99,660.73	ADMINISTRATION
11776	ENERGY CONSERVATION AND EFFICIENCY SVCS PLAN	5,614.75	30,214.52	50,000.00	19,785.48	35,829.27	70,000.00	34,170.73	ADMINISTRATION
TOTAL		2,426,502.98	46,068.38	7,045,764.00	6,999,695.62	2,472,571.36	22,715,543.00	20,242,971.64	
27 records									

MISSION SPRINGS WATER DISTRICT
CAPITAL IMPROVEMENT PROJECTS - NOT STARTED
MAY 31, 2024

		BEG BAL	YEAR TO DATE	2024	FY 2024 BUDGET	TOTAL	ADOPTED	BALANCE	DEPARTMENT
JOBNO	PROJECT TITLE	07-01-2023	05-31-24	BUDGET	TO ACTUAL	COST	BUDGET	OF BUDGET	RESPONSIBLE
11460	WELL 29 CHROMIUM 6 TREATMENT DESIGN	0.00	0.00	200,000.00	200,000.00	0.00	200,000.00	200,000.00	ENGINEERING
11719	RESERVOIR REHAB PROGRAM DESIGN - 2022 FY	0.00	0.00	120,000.00	120,000.00	0.00	120,000.00	120,000.00	PRODUCTION
11737	PIERSON BLVD SLURRY SEAL PROJECT	0.00	0.00	183,000.00	183,000.00	0.00	183,000.00	183,000.00	ENGINEERING
11738	RIVERSIDE CTY MOUNTAIN VIEW RESURFACING PROJ	0.00	0.00	33,000.00	33,000.00	0.00	33,000.00	33,000.00	ENGINEERING
11787	JOHN DEERE 3032E COMPACT UTILITY TRAILER	0.00	30,405.00	32,000.00	1,595.00	30,405.00	32,000.00	1,595.00	WASTEWATER
11788	MUFFIN MONSTER 6" INLINE GRINDER	0.00	0.00	15,100.00	15,100.00	0.00	17,100.00	17,100.00	WASTEWATER
11789	WACHS ERV-750 VALVE MACHINE	0.00	0.00	42,000.00	42,000.00	0.00	42,000.00	42,000.00	CONSTRUCTION & MAINT.
11791	ERP SYSTEM REPLACEMENTS	0.00	0.00	1,710,000.00	1,710,000.00	0.00	1,710,000.00	1,710,000.00	INNOVATION & TECHNOLOGY
11809	13TH AVE DAMAGE: TSTORM HILARY	0.00	16,570.92	70,000.00	53,429.08	16,570.92	100,000.00	83,429.08	ENGINEERING
11810	THOMAS DR DAMAGE: TSTORM HILARY	0.00	23,319.70	75,000.00	51,680.30	23,319.70	105,000.00	81,680.30	ENGINEERING
11811	INDIAN CANYON DAMAGE: TSTORM HILARY	0.00	17,740.48	230,000.00	212,259.52	17,740.48	230,000.00	212,259.52	ENGINEERING
11812	LITTLE MORONGO DAMAGE: TSTORM HILARY	0.00	0.00	30,000.00	30,000.00	0.00	30,000.00	30,000.00	ENGINEERING
11813	MISSION LAKES DAMAGE: TSTORM HILARY	0.00	20,684.55	150,000.00	129,315.45	20,684.55	650,000.00	629,315.45	ENGINEERING
11829	GEHL TH842 TELEHANDLER	0.00	0.00	177,317.00	177,317.00	0.00	177,317.00	177,317.00	WASTEWATER
11830	CASE 570N EP SKIP LOADER	0.00	0.00	124,000.00	124,000.00	0.00	124,000.00	124,000.00	WASTEWATER
11831	JOHN DEERE GATOR TE MODEL (1 OF 2)	0.00	0.00	15,500.00	15,500.00	0.00	15,500.00	15,500.00	WASTEWATER
11832	JOHN DEERE GATOR TX MODEL (2 OF 2)	0.00	0.00	15,500.00	15,500.00	0.00	15,500.00	15,500.00	ENGINEERING
TOTAL		0.00	108,720.65	3,222,417.00	3,113,696.35	108,720.65	3,784,417.00	3,675,696.35	
17 records									

MISSION SPRINGS WATER DISTRICT
CAPITAL IMPROVEMENT PROJECTS - COMPLETED
MAY 31, 2024

		BEG BAL	YEAR TO DATE	2024	FY 2024 BUDGET	TOTAL	ADOPTED	BALANCE	DEPARTMENT
JOBNO	PROJECT TITLE	07-01-2023	05-31-24	BUDGET	TO ACTUAL	COST	BUDGET	OF BUDGET	RESPONSIBLE
10371	SEWER LINE ENCASEMENT I-10 CROSSING @ INDIAN	251,972.22	0.00	0.00	0.00	251,972.22	251,972.00	-0.22	ENGINEERING
10693	WELL SITE-WORSLEY RD NORTH-27 ACRES	39,326.00	0.00	0.00	0.00	39,326.00	39,326.00	0.00	ENGINEERING
10702	WELL SITE WORSLEY-ENV/ENG	2,404.50	0.00	0.00	0.00	2,404.50	2,405.00	0.50	ENGINEERING
10969	PRELIM DESIGN/ENG HORTON WWTP EXP# 5	171,702.93	0.00	0.00	0.00	171,702.93	171,703.00	0.07	ENGINEERING
11032	FINAL DESIGN HORTON WWTP EXP #5	940,340.32	0.00	0.00	0.00	940,340.32	940,340.00	-0.32	ENGINEERING
11076	WELL #38 DESIGN & ENVIRONMENTAL	366,443.48	0.00	0.00	0.00	366,443.48	375,000.00	8,556.52	ENGINEERING
11088	EIR HORTON WWTP EXPANSION #5	71,415.62	0.00	0.00	0.00	71,415.62	71,416.00	0.38	ENGINEERING
11282	MISSION CREEK - 80 ACRES	325,077.18	0.00	0.00	0.00	325,077.18	328,000.00	2,922.82	ENGINEERING
11392	WELL & BOOSTER SCADA ENHANCEMENT	29,207.20	0.00	0.00	0.00	29,207.20	30,000.00	792.80	PRODUCTION
11498	HWWTP PERCOLATION POND REHAB	28,181.34	0.00	0.00	0.00	28,181.34	42,000.00	13,818.66	WASTEWATER
11602	ELECTRICAL PANEL/MOTOR REHAB (3 SITES)	699,854.57	418.06	0.00	-418.06	700,272.63	741,404.00	41,131.37	PRODUCTION
TOTAL		2,925,925.36	418.06	0.00	-418.06	2,926,343.42	2,993,566.00	67,222.58	
8 records									

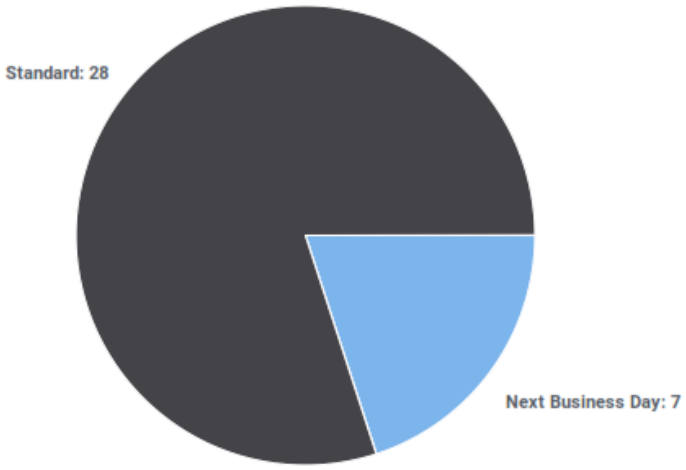
APPENDIX B – Innovation & Technology Information

INTELESYS
IT for Public Sector

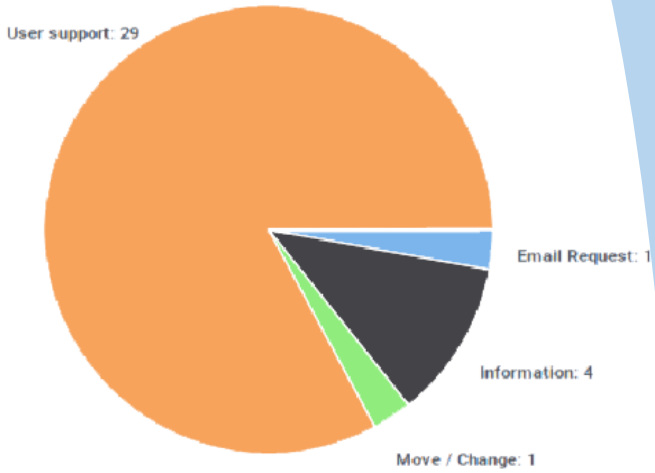
Mission Springs — June, 2024 Client report

Client Activity Report and Analysis

Tickets received by Priority



Tickets received By Type



Client Service Rating	
Overall Satisfaction	100%
Number of Service Requests	35
Number of Survey Responses	0
Response Rate	0%

Tickets Received	**35**
Tickets Closed	**38**
Ticket MTTR	**6 hr.**

Client Hours — June

Hours on SOs	103
Hours on Projects	15
Meeting Hours	8
TOTAL HOURS	126

securing Technology

INTELESYS
IT for Public Sector

Mission Springs — June, 2024 Client report

June Client Meetings

Meeting Title	Topics	Time Allocated
Weekly Technology Review (During Onboarding)	• Password Policy audit • Intune Licensing • Switch Refresh Quote	8 hours

Client Open Projects

Project Title	Purpose
Advanced Monitoring setup	Configure the servers for alerts on new files created
Mail Protection	Increase inbound mail protection and visibility
iPad Replacements	Deploy new iPads at Wastewater

Client Pending Projects

Project Title	Purpose
Server Refresh	Ensure MSWD servers are within proper life cycle
Phone system Review	Secure best pricing and technology for MSWD phones
Switch Refresh	Upgrade some of the network switches

APPENDIX C – Wastewater & Water Production Tables

WASTEWATER REPORT

SEWER CONNECTION SUMMARY

	2023/24	2022/23	2021/22	2020/21	2019/20	2018/19	2017/18	2016/17	2015/16	2014/15	2013/14	2012/13	2011/12
July	4	4	18	8	7	9	51	2	1	139	2	0	0
August	12	26	20	4	1	8	53	2	4	214	4	0	2
September	17	20	20	5	2	12	8	11	2	90	2	1	0
October	3	13	36	9	4	8	12	4	21	65	8	2	1
November	7	8	29	50	10	9	7	7	1	52	18	7	3
December	21	8	12	9	3	3	64	1	0	86	22	11	2
January	2	35	14	21	7	1	16	8	3	27	3	11	1
February	1	4	7	23	5	1	42	0	3	5	46	6	1
March	1	24	17	48	1	0	23	5	0	31	16	2	1
April	7	16	7	18	3	3	15	30	0	8	95	14	3
May	8	9	16	17	11	3	20	45	7	13	98	3	2
June	0	4	2	21	7	3	6	70	4	4	72	2	0
Annual	**83**	**171**	**198**	**233**	**61**	**60**	**317**	**185**	**46**	**734**	**386**	**59**	**16**

Connections to Sewer Collection System:

As of June 30, 2023	8,836
Plus YTD	83
Total Sewer Connections =	**8,919**

WASTEWATER FLOW MGD

	HORTON PLANT		DESERT CREST	
2023/24	Avg. Daily Flow	Peak 24 hr. Flow	Avg. Daily Flow	Peak 24 hr. Flow
July	1.922043	2.149212	0.050983	0.071200
August	1.929369	2.592078	0.047453	0.067540
September	2.037218	2.182773	0.046081	0.055570
October	2.050049	2.173503	0.040804	0.051000
November	2.065661	2.265582	0.046158	0.059550
December	2.037725	2.208722	0.045566	0.057730
January	2.014687	2.152567	0.045226	0.049620
February	1.999080	2.184408	0.047016	0.053920
March	2.075331	2.301861	0.047050	0.054740
April	2.059142	2.222371	0.040275	0.047630
May	1.983604	2.113440	0.036827	0.040730
June	1.982771	2.091744	0.039008	0.046700

WASTEWATER FLOW MGD

	HORTON PLANT		DESERT CREST	
2022/23	Avg. Daily Flow	Peak 24 hr. Flow	Avg. Daily Flow	Peak 24 hr. Flow
July	1.980020	2.086591	0.038856	0.045610
August	2.007484	2.156507	0.043378	0.051750
September	2.085598	2.243680	0.042339	0.047130
October	1.980283	2.266199	0.045616	0.052230
November	1.966075	2.124845	0.045861	0.050330
December	1.963779	2.145901	0.041817	0.050300
January	1.954007	2.142796	0.043181	0.048220
February	1.917610	2.093768	0.041724	0.056170
March	1.977725	2.134190	0.042863	0.047530
April	2.047194	2.217048	0.037373	0.047160
May	1.977976	2.188987	0.040162	0.059330
June	1.938862	2.058816	0.049741	0.067470

WATER REPORT

WATER CONNECTION SUMMARY

	2023/24	2022/23	2021/22	2020/21	2019/20	2018/19	2017/18	2016/17	2015/16	2014/15	2013/14	2012/13	2011/12
July	5	6	18	7	4	5	7	2	0	0	1	0	0
August	14	28	19	6	10	5	3	2	2	0	1	0	0
September	19	22	23	18	2	14	4	13	3	0	2	2	0
October	4	16	33	13	3	21	8	3	20	0	5	1	1
November	9	10	27	10	16	4	0	7	3	0	1	0	1
December	5	9	9	2	17	3	3	2	0	0	2	0	0
January	5	26	14	15	6	3	20	1	1	2	2	0	0
February	3	14	8	13	8	5	11	1	0	1	0	1	0
March	6	29	19	16	2	3	6	5	0	12	0	0	4
April	11	24	6	11	1	3	7	11	2	7	0	1	4
May	9	16	19	15	12	5	11	9	8	2	0	1	2
June	3	5	1	24	11	2	8	2	10	1	0	0	0
Annual	**93**	**205**	**196**	**150**	**92**	**73**	**88**	**58**	**49**	**25**	**14**	**6**	**12**
Avg./ Mo.	**7.75**	**17.08**	**16.33**	**12.50**	**7.67**	**6.08**	**7.33**	**4.83**	**4.08**	**2.08**	**1.17**	**0.50**	**1.00**

Connections to Water System:

As of June 30, 2023	13,542
Plus YTD	93
Total Water Connections =	**13,635**

WATER PRODUCTION SUMMARY

	FY 2023/24	Variance from prior year		FY 2022/23	FY 2021/22	FY 2020/21	FY 2019/20	FY 2018/19	FY 2017/18	FY 2016/17	FY 2015/16	FY 2014/15	FY 2013/14
	AF	AF	%	AF	AF	AF	AF	AF	AF	AF	AF	AF	AF
July	789.99	38.20	5.08%	751.79	796.57	857.77	853.23	857.20	835.87	714.50	659.11	859.00	942.82
August	737.74	-112.45	-13.23%	850.19	839.93	885.31	795.18	806.47	829.93	808.54	706.62	730.71	828.60
September	675.06	-40.97	-5.72%	716.03	738.65	784.80	757.08	689.47	712.40	679.54	657.37	800.67	813.20
October	709.23	17.25	2.49%	691.98	665.18	755.84	709.39	709.81	733.86	678.33	575.86	716.30	716.09
November	629.05	29.66	4.95%	599.39	679.85	690.13	619.87	631.75	642.41	601.89	582.22	533.69	557.05
December	529.99	-24.28	-4.38%	554.27	565.48	588.32	537.23	502.16	584.24	520.63	503.10	590.83	633.09
January	556.57	26.18	4.94%	530.39	580.28	537.96	553.20	570.20	599.52	465.10	431.38	526.86	582.86
February	458.69	-31.72	-6.47%	490.41	527.34	495.61	520.85	415.49	512.79	453.39	483.92	506.49	522.87
March	560.24	59.87	11.97%	500.37	601.44	625.80	557.73	490.92	536.09	549.50	514.05	614.94	603.89
April	649.67	97.33	17.62%	552.34	624.07	649.34	573.02	635.08	644.06	540.56	502.36	622.58	664.05
May	696.24	-30.01	-4.13%	726.25	745.36	723.62	698.99	598.36	697.15	731.81	601.83	590.28	708.18
June	700.11	18.02	2.64%	682.09	730.02	761.63	806.02	710.39	688.74	732.68	685.93	706.34	812.96
TOTAL	**7,692.58**	**47.08**	**0.62%**	**7,645.50**	**8,094.17**	**8,356.13**	**7,981.79**	**7,617.30**	**8,017.06**	**7,476.47**	**6,903.75**	**7,798.69**	**8,385.66**

APPENDIX D – Federal Update from Carpi & Clay

CARPI & CLAY

Mission Springs Water District
Federal Update

June 28, 2024

FY25 Appropriations Update

In June, the House Appropriations Committee continued consideration of Fiscal Year (FY) 2025 appropriations bills. The chart below outlines the status of each of the twelve FY25 appropriations bills in the House. The House Appropriations Committee Chair Tom Cole (R-OK) is hopeful that all twelve of the FY25 bills will move through the floor of the House prior to the August recess.

FY25 Appropriations Bills	Subcommittee Allocation (in billions)	House Subcommittee Markup Date	House Full Committee Markup Date	House Passage
Agriculture-Rural Development	$25.873	Passed Subcommittee on 6/11	7/10	
Commerce-Justice-Science	$78.288	Passed Subcommittee on 6/26	7/9	
Defense	$833.053	Passed Subcommittee on 6/5	Passed Committee on 6/13 by a vote of 34-25	Passed the House on 6/28 by a vote of 217-198
Energy-Water Development	$59.19	Passed Subcommittee on 6/28	7/9	
Financial Services	$23.608	Passed Subcommittee on 6/5	Passed Committee on 6/13 by a vote of 33-24	
Homeland Security	$64.805	Passed Subcommittee on 6/4	Passed Committee on 6/12 by a vote of 33-26	Passed the House on 6/28 by a vote of 212-203

Interior-Environment	$37.739	Passed Subcommittee on 6/28	7/9	
Labor-HHS	$186.586	Passed Subcommittee on 6/27	7/10	
Legislative Branch	$7.125	Passed Subcommittee on 5/23	Passed Committee on 6/13 by a vote of 33-24	
MilCon-VA	$147.520	Passed Subcommittee on 5/21	Passed Committee on 5/23 by a vote of 34-25	Passed the House on 6/5 by a vote of 209-197
State-Foreign Ops	$51.713	Passed Subcommittee on 6/4	Passed Committee on 6/12 by a vote of 31-26	Passed the House on 6/5 by a vote of 212-200
Transportation-Housing and Urban Development	$90.4	Passed Subcommittee on 6/27	7/10	

In the Senate, Appropriations Committee Chair Patty Murray (D-WA) announced that the committee will begin marking up FY25 appropriations bills during the week of July 8th.

Supreme Court Overturns Chevron Doctrine

The Supreme Court has issued a 6-3 decision in *Loper Bright v. Raimondo* and *Relentless v. Commerce*, overturning a 40-year precedent set by *Chevron v. Natural Resources Defense Council*. This new ruling raises questions about longstanding regulations and the authority of federal agencies, especially in emerging fields like cryptocurrency and artificial intelligence. It places more responsibility on Congress to directly address policy issues and empowers lower-court judges to limit regulators when they overstep their authority. The Supreme Court majority stated that the Chevron decision inappropriately shifted the power to interpret the law from the judiciary to federal agencies. Under Chevron, judges were required to defer to agencies that provided a reasonable interpretation of ambiguous statutes.

Water Conservation Rebate Tax Bill Introduced in the House

Representatives Jared Huffman (D-CA) and John Curtis (R-UT) reintroduced the *Water Conservation Rebate Tax Parity Act* (**H.R. 8682**). The bill would amend the federal tax code so that rebates for water conservation and water runoff management improvements

are not considered taxable income. The legislation was referred to the Ways and Means Committee for consideration.

House Passes Wastewater Pollution Prevention Bill

On June 11th, the House passed the *Wastewater Infrastructure Pollution Prevention and Environmental Safety (WIPPES) Act* (**H.R. 2964**) by a vote of 351-56. This bill would require the Federal Trade Commission to issue regulations for wipe manufacturers to label their products as non-flushable to protect against wastewater infrastructure damage. The legislation was sent to the Senate and was referred to the Commerce, Science, and Transportation Committee for consideration.

Federal Funding Opportunities & Announcements

Reclamation Announces $700 Million for Long-Term Water Conservation in the Lower Colorado River Basin. The Bureau of Reclamation (Reclamation) **announced** $700 million in funding to support long-term water conservation in the Lower Colorado River Basin. Funding will support projects such as water distribution structures, advanced metering infrastructure, farm efficiency improvements, canal lining, turf removal, groundwater banking, desalination, water recycling, and water purification.

Reclamation Announces $142.5 Million for Water Recycling and Desalination Projects. Reclamation **announced** $142.5 million in funding for water recycling and desalination projects. $85 million was awarded for planning, design, and construction of water recycling projects and the remaining $57.5 million was awarded to desalination projects.

Reclamation Announces WaterSMART Cooperative Watershed Management Program Funding Webinar. Reclamation announced a webinar to discuss the Cooperative Watershed Management Program Phase I NOFO. The **NOFO** will provide grants for collaborative, grassroots watershed groups to complete development activities, watershed restoration planning, and watershed management project design. The webinar will be held on July 2nd at 12:30 pm ET, and registration can be found **HERE**.

Federal Agency Personnel & Regulatory Announcements

DHS Releases Innovation, Research, and Development Strategic Plan. The Department of Homeland Security (DHS) released its **Innovation, Research, and Development Strategic Plan**. DHS will focus on climate change technologies, adaptation and resilience, equity, critical infrastructure, and emissions reductions over the next decade.

DOE Announces Definition of Zero Emissions Building. The Department of Energy (DOE) announced a **National Definition of a Zero Emissions Building** to promote decarbonization in the buildings sector. The definition is intended to provide guidance to

developers of new and existing commercial and residential buildings to reduce emissions and energy costs.

DOL Announces Selections for Employment Navigator and Partnership Program. The Department of Labor (DOL) **announced** the selection of eight partners for the Employment Navigator and Partnership Program (ENPP) with the department's Veterans' Employment and Training Service (VETS). The ENPP supports service members and their spouses as they transitioning from active duty to civilian life by providing personalized employment assistance. VETS signed three-year memorandums of understanding with organizations in California, Colorado, the District of Columbia, Florida, Idaho, Massachusetts, and New York to provide services through ENPP.

EPA Releases 2024-2027 Climate Adaptation Plan. EPA released its **2024-2027 Climate Adaptation Plan** detailing how the agency will incorporate climate adaptation into programs, policies, rules, enforcement activities, and operations. The plan focuses on developing a climate-ready workforce, building facility resilience, developing climate-resilient supply chains, integrating climate resilience with external funding opportunities, use of climate data and tools, and integrating climate adaptation into the rulemaking process.

EPA Releases Proposed Water System Restructuring Assessment Rule. EPA issued a **proposed rule** titled "Water System Restructuring Assessment Rule." The rule would require states to evaluate water systems that repeatedly violate drinking water standards or face major financial challenges. The proposed rule would establish a new mandatory restructuring assessment authority for states and establish eligibility requirements and limitations for restructuring incentives under state-approved restructuring plans. Comments are due by July 29th.

Reclamation Announces Deputy Commissioner Appointment. Reclamation announced Roque Sánchez will serve as Deputy Commissioner. He will oversee the internal and external relations strategies with Congress and the public regarding Reclamation's priorities, policies, and programs. He previously served as Senior Advisor at Reclamation and a Policy Advisor in the White House Office of Domestic Climate Policy.

Reclamation Seeks Comments on Revisions to Categorical Exclusions. Reclamation is **requesting comments** on its proposed revisions of seven categorical exclusions in the agency's implementation procedures under the National Environmental Policy Act (NEPA), covering water-related contracts, use authorizations, financial assistance, loans, and funding activities. Comments are due July 8th.

USDA Releases Rural Energy Resource Guide. USDA released a new guide titled "**Rural Energy Resource Guide**" to assist rural communities in identifying federal funding opportunities for clean energy projects. The guide includes information on energy-efficient home repairs, financing energy infrastructure, funding efficiency equipment for business and industry, emergency energy needs, and biobased clean energy opportunities.

##

APPENDIX E – Public Affairs Information

Water Matters

News from your water provider

June 2024

Water Talks - Hosted by MSWD

Last month, MSWD hosted a Water Talk with water quality expert Chad Seidel, from Corona Environmental Consulting, who spoke about the State Water Resources Control Board and the EPA's recent adoption of new PFAS and Chromium 6 water quality standards and how these new regulations will impact MSWD and your water service.

A video of the event and a copy of the presentation are available on the MSWD website at mswd.org/waterquality

We hope you will join us for one of our next Water Talks as we continue to discuss issues impacting the District and water agencies across the State.

All meetings are being held between 5-6 p.m. at the Desert Hot Springs Library, located at 14380 Palm Drive, Desert Hot Springs, CA 92240. Space is limited, so sign up now to save your seat!

Save the dates:
June 26, 2024
July 24, 2024
August 28, 2024
September 25, 2024
October 30, 2024
November 20, 2024



Summer Conservation Tips!

It is heating up in the desert, which means customers typically use more water. Water usage increases in a variety of ways, including more irrigation, evaporative cooler usage, or swimming in the pool which requires topping off from evaporation and water loss from splashing. Conserving water is important not only for the future but also to save money on your water bill.

Here are some simple tips to help you save water this summer:

- Evaporative coolers: Maintenance to keep your evaporative cooler working to its fullest potential. When operating properly, evaporative coolers can use between 3 and 15 gallons of water per hour! Working improperly, they can waste hundreds of gallons.
- Pools: Check for and repair any leaks in your pool or equipment, make sure your auto-fill settings are working properly. Provide shaded areas around the pool to reduce evaporation and keep swimmers cool.
- Landscape: Water your plants and trees early in the morning or late in the evening to minimize evaporation. Use mulch around plants to help retain moisture and reduce the need for frequent watering.

For more water conservation tips scan the QR code or visit the website.



Service Above Self Celebrated at Rotary Big Heart Awards



Mission Springs Water District recently joined local leaders in celebrating the unsung heroes of our community during the DHS Rotary Club Big Heart Awards. Among the honorees was MSWD's Hilary Emergency Response Team, recognized for their extraordinary efforts during the August 20 storm. The MSWD team includes Water Production Supervisor Chad Finch, Field Operations Technician II Lorenzo Soto, Wastewater Treatment Plant Operator Mark Vermeer, and Water Production Operator II Tim Owens. The MSWD Team was not the only heroes of the evening the Rotary also lifted up educators, businesses, and other public servants for their service above self.

El Agua Importa

Noticias de su proveedor de agua

Junio 2024

Charlas sobre el Agua - Presentadas por MSWD

El mes pasado, MSWD organizó una Charla sobre el Agua con el experto en calidad del agua, Chad Seidel de Corona Environmental Consulting, quien habló sobre la Junta Estatal de Control de Recursos Hídricos y la reciente adopción por parte de la EPA de nuevos estándares de calidad del agua para PFAS y Cromo 6, y cómo estas nuevas regulaciones impactarán a MSWD y su servicio de agua.
Un video del evento y una copia de la presentación están disponibles en el sitio web de MSWD en mswd.org/waterquality.
Esperamos que nos acompañe en una de nuestras próximas Charlas sobre el Agua mientras continuamos discutiendo temas que afectan al Distrito y a las agencias de agua en todo el Estado.
Todas las reuniones se llevarán a cabo entre las 5 y las 6 p.m. en la Biblioteca de Desert Hot Springs, ubicada en 14380 Palm Drive, Desert Hot Springs, CA 92240. El espacio es limitado, ¡así que regístrese ahora para reservar su asiento!

Reserve las fechas:
26 de junio de 2024
24 de julio de 2024
28 de agosto de 2024
25 de septiembre de 2024
30 de octubre de 2024
20 de noviembre de 2024



¡Consejos de Conservación para el Verano!

El calor está aumentando en el desierto, lo que significa que los clientes suelen usar más agua. El uso de agua aumenta de varias maneras, incluyendo más riego, el uso de enfriadores evaporativos o nadar en la piscina, lo que requiere rellenar debido a la evaporación y la pérdida de agua por salpicaduras. Conservar agua es importante no solo para el
futuro, sino también para ahorrar dinero en su factura de agua.
Aquí hay algunos consejos sencillos para ayudarle a ahorrar agua este verano:

- Enfriadores evaporativos: Mantenimiento para mantener su enfriador evaporativo funcionando a su máxima capacidad. Cuando funcionan correctamente, los enfriadores evaporativos pueden usar entre 3 y 15 galones de agua por hora. Funcionando incorrectamente, pueden desperdiciar cientos de galones.
- Piscinas: Revise y repare cualquier fuga en su piscina o equipo, asegúrese de que las configuraciones de auto-llenado funcionen correctamente. Proporcione áreas sombreadas alrededor de la piscina para reducir la evaporación y mantener a los nadadores frescos.
- Paisajismo: Riegue sus plantas y árboles temprano en la mañana o tarde en la noche para minimizar la evaporación. Use mantillo alrededor de las plantas para ayudar a retener la humedad y reducir la necesidad de riego frecuente.

Para más consejos de conservación de agua, escanee el código QR o visite el sitio web.



El Servicio por Encima de Uno Mismo Celebrado en los Premios Grandes Corazones de Rotary



El Distrito de Agua de Mission Springs se unió recientemente a líderes locales para celebrar a los héroes anónimos de nuestra comunidad durante los Premios Gran Corazón del Club Rotario de DHS. Entre los homenajeados se encontraba el Equipo de Respuesta a Emergencias de Hilary de MSWD, reconocido por sus esfuerzos extraordinarios durante la tormenta del 20 de agosto. El equipo de MSWD incluye al Supervisor de Producción de Agua Chad Finch, al Técnico de Operaciones de Campo II Lorenzo Soto, al Operador de la Planta de Tratamiento de Aguas Residuales Mark Vermeer, y al Operador de Producción de Agua II Tim Owens. El equipo de MSWD no fue el único héroe de la noche; el Rotary también destacó a educadores, negocios y otros servidores públicos por su servicio desinteresado.

2024 - 2025 MSWD Bill Tracker

Updated 4/24/2024

Bill #	Issue	Summary	Status	Link	Sponsor
AB 62	Statewide water storage: expansion	Current law establishes within the Natural Resources Agency the State Water Resources Control Board and the California regional water quality control boards. Current law requires the work of the state board to be divided into at least 2 divisions, known as the Division of Water Rights and the Division of Water Quality. This bill would establish a statewide goal to increase above- and below-ground water storage capacity by a total of 3,700,000 acre-feet by the year 2030 and a total of 4,000,000 acre-feet by the year 2040. The bill would require the Department of Water Resources, in consultation with the state board, to take reasonable actions to promote or assist efforts to achieve the statewide goal, as provided. The bill would require the department, beginning July 1, 2027, and on or before July 1 every 2 years thereafter until January 1, 2043, in consultation with the state board, to prepare and submit a report to the Legislature on the progress made to achieve the statewide goal.	2/1/2024-From committee: Filed with the Chief Clerk pursuant to Joint Rule 56.	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB62	Mathis
AB 227	State employment: social media platforms.	Would, except as specified, prohibit a person from installing an application for a social media platform on a state-owned or state-issued electronic device if specified conditions are met, including that the social media company that owns the application is domiciled in, has its principal place of business in, has its headquarters in, or is organized under the laws of, a country of concern. The bill would also prohibit a person from installing an application for a social media platform owned or controlled by specified companies from being installed on a state-owned or state-issued electronic device. The bill would define various terms for these purposes.	2/1/2024-From committee: Filed with the Chief Clerk pursuant to Joint Rule 56.	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB227	Mathis
AB 305	California Flood Protection Bond Act of 2024	Would enact the California Flood Protection Bond Act of 2024 which, if approved by the voters, would authorize the issuance of bonds in the amount of $4,500,000,000 pursuant to the State General Obligation Bond Law for flood protection projects, as specified. The bill would provide for the submission of these provisions to the voters at the November 5, 2024, statewide general election.	5/22/2024 Re-referred to Com. on N.R. and W.	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB305	Villapudua
AB 422	Natural Resources Agency: statewide water storage: tracking	Would require the Natural Resources Agency, on or before June 1, 2024, to post on its publicly available internet website information tracking the progress to increase statewide water storage, and to keep that information updated.	2/1/2024-From committee: Filed with the Chief Clerk pursuant to Joint Rule 56	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB422	Alanis
AB 429	Groundwater wells: permits	Current law requires the State Water Resources Control Board to adopt a model water well, cathodic protection well, and monitoring well drilling and abandonment ordinance implementing certain standards for water well construction, maintenance, and abandonment and requires each county, city, or water agency, where appropriate, not later than January 15, 1990, to adopt a water well, cathodic protection well, and monitoring well drilling and abandonment ordinance that meets or exceeds certain standards. Under current law, if a county, city, or water agency, where appropriate, fails to adopt an ordinance establishing water well, cathodic protection well, and monitoring well drilling and abandonment standards, the model ordinance adopted by the state board is required to take effect on February 15, 1990, and is required to be enforced by the county or city and have the same force and effect as if adopted as a county or city ordinance. The Sustainable Groundwater Management Act requires all groundwater basins designated as high- or medium-priority basins by the Department of Water Resources that are designated as basins subject to critical conditions of overdraft to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans by January 31, 2020, and requires all other groundwater basins designated as high- or medium-priority basins to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans by January 31, 2022, except as specified. This bill would, if 1% of domestic wells go dry in a critically overdrafted basin, as specified, prohibit a county, city, or any other water well permitting agency from approving a permit for a new groundwater well or for an alteration to an existing well in a basin subject to the act and classified as a critically overdrafted basin unless specified conditions are met.	2/1/2024-From committee: Filed with the Chief Clerk pursuant to Joint Rule 56	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB429	Bennett

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Updated 4/24/2024

Bill #	Issue	Summary	Status	Link	Sponsor
AB 460	State Water Resources Control Board: water rights and usage: interim relief: procedures.	Current law authorizes the State Water Resources Control Board to investigate all streams, stream systems, lakes, or other bodies of water, take testimony relating to the rights to water or the use of water, and ascertain whether water filed upon or attempted to be appropriated is appropriated under the laws of the state. Current law requires the board to take appropriate actions to prevent waste or the unreasonable use of water. This bill would authorize the board, in conducting specified investigations or proceedings to inspect the property or facilities of a person or entity, as specified. The bill would authorize the board, if consent is denied for an inspection, to obtain an inspection warrant, as specified, or in the event of an emergency affecting public health and safety, to conduct an inspection without consent or a warrant.	6/26/2024 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 11. Noes 0.) Re-referred to Com. on APPR.	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB460	Bauer-Kahn
AB 560	Sustainable Groundwater Management Act: groundwater adjudication	Current law prohibits a court from approving entry of judgment in certain adjudication actions for a basin required to have a groundwater sustainability plan under the Sustainable Groundwater Management Act, unless the court finds that the judgment would not substantially impair the ability of a groundwater sustainability agency, the State Water Resources Control Board, or the Department of Water Resources to comply with the act and to achieve sustainable groundwater management. This bill would require the parties to an adjudication action to submit a proposed settlement agreement determining rights to water to the board for a nonbinding advisory determination as to whether the proposed settlement agreement will substantially impair the ability of a groundwater sustainability agency, the board, or the department to achieve sustainable groundwater management before filing the proposed settlement agreement with the court. The bill would require the board to provide its nonbinding advisory determination to the parties no later than 120 days after the proposed settlement agreement was submitted, and would require the parties to include the board's nonbinding advisory determination in the court filing, as provided.	9/1/2023-In committee:Held under submission	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB560	Bennett
AB 735	Workforce development: utility careers	Would establish the High Road Utility Careers (HRUC) program, to be administered by the California Workforce Development Board, to connect existing resources with individuals interested in careers in the utility sector and ensure a continued reliable workforce for California utilities. The bill would require the board to administer the HRUC program through partnerships with statewide water, wastewater, and energy utility associations and to coordinate the program with existing and future programs and initiatives administered by the board, including high road training partnerships, in order to align interested individuals with available resources. The bill would require the HRUC program, upon appropriation by the Legislature, to dedicate funding and resources toward accomplishing specified goals, including connecting workers to high-quality jobs or entry-level work with defined routes to advancement and increasing skills and opportunities while expanding pipelines for low-income populations.	2/1/2024-From committee: Filed with the Chief Clerk pursuant to Joint Rule 56	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB735	Berman
AB 754	Water management planning: water shortages	Current law requires an urban water management plan to quantify past, current, and projected water use, identifying the uses among water use sectors, including, among others, commercial, agricultural, and industrial. Current law requires every urban water supplier to prepare and adopt a water shortage contingency plan as part of its urban water management plan. Current law requires the water shortage contingency plan to include the procedures used in conducting an annual water supply and demand assessment, including the key data inputs and assessment methodology used to evaluate the urban water supplier's water supply reliability for the current year and one dry year. Current law requires the key data inputs and assessment methodology to include specified information, including, among other things, a description and quantification of each source of water supply. This bill would require a water shortage contingency plan to include, if, based on a description and quantification of each source of water supply, a single reservoir constitutes at least 50% of the total water supply, an identification of the dam and description of existing reservoir management operations, as specified, and if the reservoir is owned and operated by the urban water supplier, a description of operational practices and approaches, as specified.	9/1/2023-In committee:Held under submission	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB754	Papan

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Bill #	Issue	Summary	Status	Link	Sponsor
AB 805	Sewer service: disadvantaged communities	Under current law, the State Water Resources Control Board and the 9 California regional water quality control boards regulate water quality in accordance with the Porter-Cologne Water Quality Control Act and the federal Clean Water Act. Current law authorizes a regional board to order the provision of sewer service by a receiving sewer system, as defined, to a disadvantaged community served by an inadequate onsite sewage treatment system, as defined. This bill would authorize the state board to require a sewer service provider to contract with an administrator designated or approved by the state board for administrative, technical, operational, legal, or managerial services to assist a designated sewer system with the provision of adequate sewer service, as defined. The bill would also authorize the state board to order a designated sewer system to accept those services, including full management and control of all aspects of the designated sewer system, from an administrator. The bill would define “designated sewer system” for these purposes as a sewer system that serves a disadvantaged community and that the state board finds to be either an inadequate sewage treatment system or a sewer system that has demonstrated difficulty in maintaining technical, managerial, and financial capacity to prevent fraud and mismanagement, or a sewer system that voluntarily accepts financial assistance for the provision of adequate sewer service.	6/24/2024-In committee: Reffered to suspense file.	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB805	Arambula
AB 817	Open meetings: teleconferencing: subsidiary body	The Ralph M. Brown Act requires, with specified exceptions, each legislative body of a local agency to provide notice of the time and place for its regular meetings and an agenda containing a brief general description of each item of business to be transacted. The act also requires that all meetings of a legislative body be open and public, and that all persons be permitted to attend unless a closed session is authorized. The act generally requires for teleconferencing that the legislative body of a local agency that elects to use teleconferencing post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Existing law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction. Current law authorizes the legislative body of a local agency to use alternate teleconferencing provisions during a proclaimed state of emergency (emergency provisions) and, until January 1, 2026, in certain circumstances related to the particular member if at least a quorum of its members participate from a singular physical location that is open to the public and situated within the agency’s jurisdiction and other requirements are met (nonemergency provisions). This bill, until January 1, 2026, would authorize a subsidiary body, as defined, to use similar alternative teleconferencing provisions and would impose requirements for notice, agenda, and public participation, as prescribed. In order to use teleconferencing pursuant to this act, the bill would require the legislative body that established the subsidiary body by charter, ordinance, resolution, or other formal action to make specified findings by majority vote, before the subsidiary body uses teleconferencing for the first time and every 12 months thereafter	6/5/2024-In committee: Set, second hearing. Failed passage. Reconsideration granted.	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB817	Pacheco
AB 838	California Water Affordability and Infrastructure Transparency Act of 2023	The California Safe Drinking Water Act requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Current law declares it to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. The act prohibits a person from operating a public water system unless the person first submits an application to the state board and receives a permit to operate the system, as specified. The act requires a public water system to submit a technical report to the state board as a part of the permit application or when otherwise required by the state board, as specified, and to submit the report in the form and format and at intervals specified by the state board. This bill would require, beginning January 1, 2025, and thereafter at intervals determined by the state board, public water systems to provide specified information and data related to customer water bills and efforts to replace aging infrastructure to the state board.	2/1/2024-From committee: Filed with the Chief Clerk pursuant to Joint Rule 56	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB838	Connolly
AB 1072	Water conservation and efficiency: low-income residential customers	Would declare the policy of the state that all residents have access to water conservation and efficiency programs. The bill would also set forth related findings including that reaching the state’s environmental justice goals and commitments requires designing climate adaptation programs so that all households may participate.	2/1/2024-From committee: Filed with the Chief Clerk pursuant to Joint Rule 56	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB1072	Wicks

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Bill #	Issue	Summary	Status	Link	Sponsor
AB 1563	Groundwater sustainability agency: groundwater extraction permit: verification	Current law authorizes any local agency or combination of local agencies overlying a groundwater basin to decide to become a groundwater sustainability agency for that basin and imposes specified duties upon that agency or combination of agencies, as provided. Current law authorizes a groundwater sustainability agency to request of the county, and requires a county to consider, that the county forward permit requests for the construction of new groundwater wells, the enlarging of existing groundwater wells, and the reactivation of abandoned groundwater wells to the agency before permit approval. This bill would instead require a county to forward permit requests for the construction of new groundwater wells, the enlarging of existing groundwater wells, and the reactivation of abandoned groundwater wells to the groundwater sustainability agency before permit approval.	5/22/2024 Re-referred to Com. on L. GOV.	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB1563	Bennett
AB 1567	Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, Clean Energy, and Workforce Development Bond Act of 2024	Would enact the Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, Clean Energy, and Workforce Development Bond Act of 2024, which, if approved by the voters, would authorize the issuance of bonds in the amount of $15,995,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, wildfire prevention, drought preparation, flood protection, extreme heat mitigation, clean energy, and workforce development programs.	5/22/2024 Re-referred to Com. on N.R. and W.	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB1567	Garcia
AB 1573	Water conservation: landscape design: model ordinance	The Water Conservation in Landscaping Act provides for a Model Water Efficient Landscape Ordinance that is adopted and updated at least every 3 years by the Department of Water Resources, unless the department makes a specified finding. Current law requires a local agency to adopt the model ordinance or to adopt a water efficient landscape ordinance that is at least as effective in conserving water as the updated model ordinance, except as specified. Current law specifies the provisions of the updated model ordinance, as provided. Current law includes a related statement of legislative findings and declarations. This bill would require the updated model ordinance to include provisions that require that plants included in a landscape design plan be selected based on their adaptability to climatic, geological, and topographical conditions of the project site, as specified. The bill would also exempt landscaping that is part of a culturally specific project, as defined, ecological restoration projects that do not require a permanent irrigation system, mined-land reclamation projects that do not require a permanent irrigation system, and existing plant collections, as part of botanical gardens and arboretums open to the public, from the model ordinance. The bill would require the updated model ordinance to include provisions that, among other changes, prohibit the use of traditional overhead sprinklers on all new and rehabilitated landscapes and require that new and rehabilitated landscapes use only water efficient irrigation devices.	9/14/2023-Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/7/2023)(May be acted upon Jan 2024)	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB1573	Friedman
AB 1597	Water quality: California-Mexico cross-border rivers	Would authorize, upon appropriation by the Legislature in the annual Budget Act or another statute, funds to be made available to the North American Development Bank (NADBank) for loans, grants, and direct expenditures to address water quality problems arising in the California-Mexico cross-border rivers. The bill would require the funding to be available for specified purposes, as provided, including water quality projects for the Tijuana River, and would make 10% of the funding available for the administrative costs of implementing these provisions. The bill would authorize funding provided for activities or projects in the State of Baja California to be provided through direct expenditures and for grants to an eligible funding recipient authorized to work in Mexico under a specified circumstance. The bill would authorize grant funding to be conditioned on enforceability and accountability mechanisms agreed upon by the North American Development Bank and the recipient, with the concurrence of the State Water Resources Control Board. The bill would require the California Environmental Protection Agency to notify the leadership office in each house of the Legislature on cross-border collaboration and the expenditure of the funding, as provided.	6/19/2024-From committee: Do pass and re-refer to Com. on JUD. with recommendation: To Consent Calendar. (Ayes 7. Noes 0.) (June 19). Re-referred to Com. on JUD.	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB1597	Alvarez

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Bill #	Issue	Summary	Status	Link	Sponsor
AB 1820	Housing development projects: applications: fees and exactions	Current law requires a housing development project be subject only to the ordinances, policies, and standards adopted and in effect when the preliminary application was submitted. This bill would authorize a development proponent that submits a preliminary application for a housing development project to request a preliminary fee and exaction estimate, as defined, and would require the local agency to provide the estimate within 10 business days of the submission of the preliminary application.	6/11/2024 - From committee: Do pass and re-refer to Com. on HOUSING. (Ayes 7. Noes 0.)	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB1820	Schiavo
AB 1827	Local government: fees and charges: water: higher-consumptive water parcels	The California Constitution specifies various requirements with respect to the levying of assessments and property-related fees and charges by a local agency, including requiring that the local agency provide public notice and a majority protest procedure in the case of assessments and submit property-related fees and charges for approval by property owners subject to the fee or charge or the electorate residing in the affected area following a public hearing. This bill would provide that the fees or charges for property-related water service imposed or increased, as specified, may include the incrementally higher costs of water service due to specified factors, including the higher water usage demand of parcels. The bill would provide that the costs associated with higher water usage demands, the maximum potential water use, or a projected peak water usage demand may be allocated using any method that reasonably assesses the water service provider's cost of serving those parcels that are increasing potential water usage demand, maximum potential water use, or project peak water use demand.	6/26/2024 - From committee: Do pass (Ayes 5. Noes 2.)	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB1827	Papan
AB 1851	Drinking water: schoolsites: lead testing pilot program	Would require the Superintendent of Public Instruction, if an appropriation is made for this purpose, to establish a pilot program to test for and remediate lead contamination in drinking water at participating local educational agency facilities with plumbing that was installed before January 1, 2010. The bill would require the Superintendent to select no fewer than 6 and no more than 10 local educational agencies for participation in the pilot program and, if a selected local educational agency consents to participate in the pilot program, the bill would require the Superintendent to provide grants to the participating local educational agencies for testing and remediating drinking water lead levels at eligible facilities. If sampling results show lead levels in excess of 5 parts per billion for any potable water system outlet, the bill would require a participating local educational agency to notify the parents and guardians of pupils who attend the school of the elevated lead levels, as provided, to take immediate steps to shut down all potable water system outlets where excess lead levels may exist, and to ensure that a lead-free source of drinking water is provided for pupils at each potable water system outlet that has been shut down.	6/13/2024 - has been set for hearing on 7/3/24 @ 9 AM.	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB1851	Holden
AB 2257	Local government: property-related water and sewer fees and assessments: remedies.	The California Constitution specifies various requirements with respect to the levying of assessments and property-related fees and charges by a local agency. The California Constitution includes a public notice and a majority protest procedure in the case of assessments and procedures for submitting property-related fees and charges for approval by property owners subject to the fee or charge or to the electorate residing in the affected area following a public hearing. Current law, known as the Proposition 218 Omnibus Implementation Act, prescribes specific procedures and parameters for local jurisdictions to comply with these requirements. This bill would prohibit, if a local agency complies with specified procedures, a person or entity from bringing a judicial action or proceeding alleging noncompliance with the constitutional provisions for any new, increased, or extended fee or assessment, as defined, unless that person or entity has timely submitted to the local agency a written objection to that fee or assessment that specifies the grounds for alleging noncompliance, as specified.	6/20/2024-Read second time and amended. Re-referred to Com. on L. GOV.	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB2257	Wilson
AB 3121	Urban retail water suppliers: written notice: conservation order: dates	Current law authorizes the State Water Resources Control Board, on and after January 1, 2025, to issue a written notice to an urban retail water supplier that does not meet its urban water use objective. Current law authorizes the board, on and after January 1, 2026, to issue a conservation order to an urban retail water supplier that does not meet its urban water use objective. This bill would instead provide that the date the board is authorized to issue a written notice to January 1, 2026 and a conservation order to January 1, 2027.	6/25/2024-Read second time. Ordered to Consent Calendar.	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB3121	Hart

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Bill #	Issue	Summary	Status	Link	Sponsor
SB 23	Water supply and flood risk reduction projects: expedited permitting.	Current law prohibits an entity from substantially diverting or obstructing the natural flow of, or substantially changing or using any material from the bed, channel, or bank of, any river, stream, or lake, or deposit or dispose of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake, except under specified conditions, including requiring the entity to send written notification to the Department of Fish and Wildlife regarding the activity in the manner prescribed by the department. This bill would require a project proponent, if already required to submit a notification to the department, to submit to the department the certified or adopted environmental review document, as applicable, for the activity in the notification. The bill would require the department, under prescribed circumstances, to take certain actions within specified timelines, or within a mutually agreed-to extension of time.	2/1/2024-Returned to Secretary of Senate pursuant to Joint Rule 56.	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240SB23	Caballero, Dodd
SB 57	Utilities: disconnection of residential service	Would require an electrical corporation, local publicly owned electric utility, gas corporation, local publicly owned gas utility, water corporation, or local agency that owns a public water system to postpone the disconnection of a customer's residential service for nonpayment of a delinquent account when the temperature will be 32 degrees Fahrenheit or cooler, or 95 degrees Fahrenheit or warmer, within the utility's service area during the 24 hours after that service disconnection would occur, as specified. The bill would require each of those utilities to notify its residential ratepayers of that requirement and to create an online reporting system available through its internet website, if it has one, that enables its residential ratepayers to report when their utility service has been disconnected in violation of that requirement, as specified. The bill would require the PUC to establish a citation program to impose a penalty on an electrical corporation or gas corporation that violates that requirement, and require each local publicly owned electric utility and local publicly owned gas utility to annually report to the State Energy Resources Conservation and Development Commission the number of residential service connections it disconnected for nonpayment of a delinquent account. The bill would authorize the State Water Resources Control Board to enforce the requirement that a water corporation and local agency that owns a public water system postpone a disconnection of a customer's residential service, as specified.	2/1/2024-Returned to Secretary of Senate pursuant to Joint Rule 56.	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240SB57	Gonzalez
SB 366	The California Water Plan: long-term supply targets	Current law requires the Department of Water Resources to update every 5 years the plan for the orderly and coordinated control, protection, conservation, development, and use of the water resources of the state, which is known as "The California Water Plan." Current law requires the department to include a discussion of various strategies in the plan update, including, but not limited to, strategies relating to the development of new water storage facilities, water conservation, water recycling, desalination, conjunctive use, water transfers, and alternative pricing policies that may be pursued in order to meet the future needs of the state. Current law requires the department to establish an advisory committee to assist the department in updating the plan. This bill would revise and recast certain provisions regarding The California Water Plan to, among other things, require the department to instead establish a stakeholder advisory committee and to expand the membership of the committee to include tribes, labor, and environmental justice interests. The bill would require the department to coordinate with the California Water Commission, the State Water Resources Control Board, other state and federal agencies as appropriate, and the stakeholder advisory committee to develop a comprehensive plan for addressing the state's water needs and meeting specified long-term water supply targets established by the bill for purposes of The California Water Plan. The bill would require the plan to provide recommendations and strategies to ensure enough water supply for all beneficial uses.	6/26/2024 - Read second time and amended. Re-referred to Com. on APPR.	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240SB366	Caballero

2024 - 2025 MSWD Bill Tracker

Updated 4/24/2024

Bill #	Issue	Summary	Status	Link	Sponsor
SB 583	Salton Sea Conservancy	Would establish the Salton Sea Conservancy within the Natural Resources Agency for specified purposes related to the Salton Sea region, including, among other things, to oversee the operation, maintenance, and management of projects to fulfill the state's obligations as detailed in State Water Resources Control Board Order WR 2017-0134 and to acquire, hold, and manage land or property rights within the Salton Sea Region after restoration projects are built. The bill would require the conservancy to carry out programs, projects, and activities to further those purposes. The bill would require, by January 1, 2026, the conservancy to be governed by a board of directors composed of designated membership. The bill would set forth the powers, duties, and limitations of the board of directors and the conservancy, as provided. The bill would create the Salton Sea Conservancy Fund and would make moneys in the fund, including authorized proceeds from the sale of bonds and allocations from the Salton Sea Lithium Fund, available, upon appropriation by the Legislature, for purposes of the conservancy. By imposing new duties on local agencies, this bill would create a state-mandated local program.	9/14/2023-Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/13/2023)(May be acted upon Jan 2024)	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240SB583	Padilla
SB 597	Building standards: rainwater catchment systems	Current law makes the California Building Standards Commission responsible for the publication of an updated edition of the California Building Standards Code every 3 years. This bill would require the department to conduct research and develop recommendations regarding building standards for the installation of rainwater catchment systems in newly constructed residential dwellings and would authorize the department to propose related building standards to the commission for consideration, as specified. The bill would authorize the department to expend moneys from the Building Standards Administration Special Revolving Fund for the above-described purposes, upon appropriation by the Legislature, as specified. The bill would require the department, on or before January 1, 2025, to provide a report to specified committees of the Legislature regarding the outcomes of its research and the recommendations developed.	9/1/2023-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/12/2023)(May be acted upon Jan 2024)	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240SB597	Glazer
SB 638	Climate Resiliency and Flood Protection Bond Act of 2024	Would enact the Climate Resiliency and Flood Protection Bond Act of 2024 which, if approved by the voters, would authorize the issuance of bonds in the amount of $6,000,000,000 pursuant to the State General Obligation Bond Law, for flood protection and climate resiliency projects.	7/6/2023-July 11 hearing postponed by committee.	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240SB638	Eggman
SB 687	Water Quality Control Plan: Delta Conveyance Project	Would require the State Water Resources Control Board to adopt a final update of the 1995 Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary, as provided, before the board may consider a change in point diversion or any other water rights permit or order for the Delta Conveyance Project. The bill would also, if, after completing the update of the plan and in compliance with existing law, the board approves a change in point of diversion or any other water rights permit or order associated with the Delta Conveyance Project, prohibit the operation of the Delta Conveyance Project unless and until the updated plan is fully implemented. The bill would specify that these provisions do not constitute an authorization for or approval of funding for the Delta Conveyance Project or any other project that includes isolated Delta conveyance facilities, and do not reduce any statutory or other regulatory conditions or permit requirements for Delta conveyance projects.	6/29/2024 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on NAT. RES.	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240SB687	Eggman
SB 867	Drought, Flood, and Water Resilience, Wildfire and Forest Resilience, Coastal Resilience, Extreme Heat Mitigation, Biodiversity and Nature-Based Climate Solutions, Climate Smart Agriculture, Park Creation and Outdoor Access, and Clean Energy Bond Act of 2024	Would enact the Drought, Flood, and Water Resilience, Wildfire and Forest Resilience, Coastal Resilience, Extreme Heat Mitigation, Biodiversity and Nature-Based Climate Solutions, Climate Smart Agriculture, Park Creation and Outdoor Access, and Clean Energy Bond Act of 2024, which, if approved by the voters, would authorize the issuance of bonds in the amount of $15,500,000,000 pursuant to the State General Obligation Bond Law to finance projects for drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate smart agriculture, park creation and outdoor access, and clean energy programs.	7/6/2023-July 10 hearing postponed by committee.	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240SB867	Allen

2024 - 2025 MSWD Bill Tracker

Updated 4/24/2024

Bill #	Issue	Summary	Status	Link	Sponsor
SB 937	Development projects: permits and other entitlements: fees and charges	The Planning and Zoning Law requires each county and each city to adopt a comprehensive, long-term general plan for its physical development, and the development of specified land outside its boundaries, that includes, among other mandatory elements, a housing element. The Permit Streamlining Act, among other things, requires a public agency that is the lead agency for a development project to approve or disapprove that project within specified time periods. Current law extended by 18 months the period for the expiration, effectuation, or utilization of a housing entitlement, as defined, that was issued before, and was in effect on, March 4, 2020, and that would expire before December 31, 2021, except as specified. Current law provides that if the state or a local agency extended the otherwise applicable time for the expiration, effectuation, or utilization of a housing entitlement for not less than 18 months, as specified, that housing entitlement would not be extended an additional 18 months pursuant to these provisions. This bill would extend by 18 months the period for the expiration, effectuation, or utilization of a housing entitlement, as defined, that was issued before January 1, 2024, and that will expire before December 31, 2025, except as specified. The bill would toll this 18-month extension during any time that the housing entitlement is the subject of a legal challenge.	6/27/2024 - Read second time and amended. Re-referred to Com. on APPR.	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240SB937	Wiener
SB 1072	Local government: Proposition 218: remedies.	The California Constitution sets forth various requirements for the imposition of local taxes. The California Constitution excludes from classification as a tax assessments and property-related fees imposed in accordance with provisions of the California Constitution that establish requirements for those assessments and property-related fees. Under these requirements, an assessment is prohibited from being imposed on any parcel if it exceeds the reasonable cost of the proportional special benefit conferred on that parcel, and a fee or charge imposed on any parcel or person as an incident of property ownership is prohibited from exceeding the proportional cost of the service attributable to the parcel. This bill would require, if a property-related fee or charge creates revenues in excess of the local government's reasonable cost of providing the specific benefit or specific government service, that the excess revenues be used only to reduce the subsequently adopted and following property-related fee or charge. The bill would declare that this provision is declaratory of existing law.	6/26/2024 - From committee: Do pass (Ayes 8. Noes 0.)	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240SB1072	Padilla
SB 1147	Drinking water: bottled water: microplastics levels	Would require, among other things, the Office of Environmental Health Hazard Assessment (OEHHA) to study the health impacts of microplastics in drinking water, including bottled water, in order to evaluate and identify safe and unsafe levels of microplastics in those types of water, and, on or before January 1, 2026, to develop and deliver to the State Water Resources Control Board, among other things, public health standards and goals for a safe level of microplastics in those waters. The bill would require the state board, on or before January 1, 2028, to adopt and implement those public health standards and goals developed and delivered by OEHHA, and to provide those public health standards and goals to local water agencies, along with other specified information provided by OEHHA. The bill would also require the state board to establish testing and reporting requirements for an annual testing of microplastics in bottled water sold in or into this state, as specified.	6/26/2024 - Do pass and re-refer to Com. on APPR. (Ayes 6. Noes 0.) Re-referred to Com. on APPR.	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240SB1147	Portantino
SB 1156	Groundwater sustainability agencies: financial disclosures.	The Sustainable Groundwater Management Act requires all groundwater basins designated as high- or medium-priority basins by the Department of Water Resources to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans, except as specified. Existing law requires a groundwater sustainability plan to be developed and implemented for each medium- or high-priority basin by a groundwater sustainability agency. Current law authorizes any local agency or combination of local agencies overlying a groundwater basin to decide to become a groundwater sustainability agency for that basin, as provided. Current provisions of the Political Reform Act of 1974 prohibit a public official from making, participating in making, or attempting to use their official position to influence a governmental decision in which they know or have reason to know that they have a financial interest, as defined. However, current law permits a public official to make or participate in the making of a governmental decision, even if the public official knows or has reason to know that the official has a financial interest, if the official's participation is legally required for the action or decision to be made. Current law makes a knowing or willful violation of the act a misdemeanor and subjects offenders to criminal penalties. This bill would require members of the executive team, board of directors, and other groundwater management decision makers of groundwater sustainability agencies to annually disclose any economic or financial interests pursuant to the Political Reform Act of 1974 that may reasonably be considered to affect their decision-making related to groundwater management, as provided.	6/26/2024 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 0.) Re-referred to Com. on APPR.	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240SB1156	McKinnor

2024 - 2025 MSWD Bill Tracker

Updated 4/24/2024

Bill #	Issue	Summary	Status	Link	Sponsor
SB 1210	New housing construction: electrical, gas, sewer, and water service connections: charges	Current law defines the term “public utility” for certain purposes to include, among other corporations, every gas corporation, electrical corporation, water corporation, and sewer system corporation, where the service is performed for, or the commodity is delivered to, the public or any portion thereof. This bill would, for new housing construction, prohibit a connection, capacity, or other point of connection charge from a public utility, as defined, or a special district, as defined, for electrical, gas, sewer, or water service from exceeding 1% of the reported building permit value of that housing unit. The bill would require a public utility or special district to issue an above-described charge over a period of at least 10 years commencing on the date when the housing unit is first occupied, as specified. The bill would require a public utility to publicly report on its internet website the amount of any charge issued each year pursuant the above-described provision by the housing unit’s address.	6/26/2026 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 6. Noes 0.) Re-referred to Com. on APPR.	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240SB1210	Skinner
SB 1330	Urban retail water supplier: water use	Current law requires the Department of Water Resources, in coordination with the State Water Resources Control Board, to conduct necessary studies and investigations, and recommend for adoption by the board appropriate variances for unique uses that can have a material effect on an urban retail water supplier’s urban water use objective. Current law requires the department, in recommending variances, to also recommend a threshold of significance for each recommended variance. Current law requires an urban retail water supplier to request and receive approval by the board for inclusion of a variance in calculating their water use objective. Current law requires the board to post specified information on its internet website relating to variances, including a list of all urban retail water suppliers with approved variances. This bill would require the board to adopt variances recommended by the department for unique uses that can have a material effect on an urban retail water supplier’s urban water use objective. The bill would provide that variances adopted by the board shall not be subject to a threshold of significance. The bill would require an urban retail water supplier to self-certify the amount of water included in its urban water use objective that is attributable to a variance. The bill would require the board to randomly audit a select number of variances each year to ensure the self-certifications are based on variances adopted by the board.	6/26/2024 - Read second time and amended. Re-referred to Com. on APPR.	https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240SB1330	Archuleta
HR 7916	Removing Nitrate and Arsenic in Drinking Water Act	To amend the Safe Drinking Water Act to provide grants for nitrate and arsenic reduction projects, and for other purposes. This bill is in the first stage of the legislative process. It was introduced into Congress on April 9, 2024. It will typically be considered by committee next before it is possibly sent on to the House of Senate as a whole.	Committee chairs determine whether a bill will move past the committee stage. There have been no roll call votes related to this bill.	https://www.govtrack.us/congress/bills/118/hr7916/details	Torres
AB 2079	Groundwater extraction: large-diameter, high-capacity water wells: permits	The Sustainable Groundwater Management Act requires all groundwater basins designated as high- or medium-priority basins by the Department of Water Resources to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans, except as specified. Current law authorizes any local agency or combination of local agencies overlying a groundwater basin to decide to become a groundwater sustainability agency for that basin and imposes specified duties upon that agency or combination of agencies, as provided. Current law requires the State Water Resources Control Board to adopt a model water well, cathodic protection well, and monitoring well drilling and abandonment ordinance implementing certain standards for water well construction, maintenance, and abandonment and requires each county, city, or water agency, where appropriate, to adopt a water well, cathodic protection well, and monitoring well drilling and abandonment ordinance that meets or exceeds certain standards. Under current law, if a county, city, or water agency, where appropriate, fails to adopt an ordinance establishing water well, cathodic protection well, and monitoring well drilling and abandonment standards, the model ordinance adopted by the state board is required to take effect, and is required to be enforced by the county or city and have the same force and effect as if adopted as a county or city ordinance. This bill would require a local enforcement agency, as defined, to perform specified activities at least 30 days before determining whether to approve a permit for a new large-diameter, high-capacity well, as defined. By imposing additional requirements on a local enforcement agency, the bill would impose a state-mandated local program.	6/11/2024-In committee: Set, first hearing. Failed passage.	Bill Text - AB-2079 Groundwater extraction: large-diameter, high-capacity water wells: permits.	Bennett

WaterCOUNTS

CVWC Digital Marketing Report

Website, Social, and Marketing Performance

Jun 1 – 30, 2024

by Hunter | Johnsen

Item 22.

Google Ads Campaigns

DISPLAY AD IMPRESSIONS
CV Water Counts
221.35K

SEARCH AD IMPRESSIONS
CV Water Counts
2,147

VIDEO IMPRESSIONS
CV Water Counts
69,404

Clicks
CV Water Counts
2,679

GOOGLE PROGRAMMATIC DISPLAY AD CAMPAIGN PERFORMANCE
CV Water Counts

Campaign name	Clicks	Impr.
CV Water Counts June 2024	1,351	110,876
CV Water Counts June 2024 Spanish	999	110,475
	2,350	221,351





GOOGLE YOUTUBE VIDEO AD CAMPAIGN PERFORMANCE
CV Water Counts

Account name	Impr.	Engagements	Video views	Clicks
CV Water Counts	69,404	25,603	11,090	207
CVWC Water Saving Tips YouTube Spanish June 2024	31,816	12,811	6,862	49
CVWC Water Saving Tips English YouTube June, 2024	37,588	12,792	4,228	158
	69,404	25,603	11,090	207



GOOGLE ADS PAID SEARCH CAMPAIGN PERFORMANCE
CV Water Counts

Campaign	Clicks	Impr.
CVWC search	122	2,147
	122	2,147

Item 22.

Facebook Ad Campaigns

FACEBOOK AD PERFORMANCE

Hunter Johnsen

Ad preview	Link Clicks	Impr.	Reach	Frequency	Page engagement
 **CVWC - June** www.instagram.com Conservation Tip of the Month: Water your yard in non-daylight hours. More water will reach the roots, and less water will evaporate. For more water-saving tips, visit CVWaterCounts.com/conservation-tips. #WaterWiseWednesday	864	155,877	48,937	3.19	894
	864	155,877	48,937	3.19	894

Item 22.

Website Information

Users
CV Water - CV Water Counts - GA4

4,004

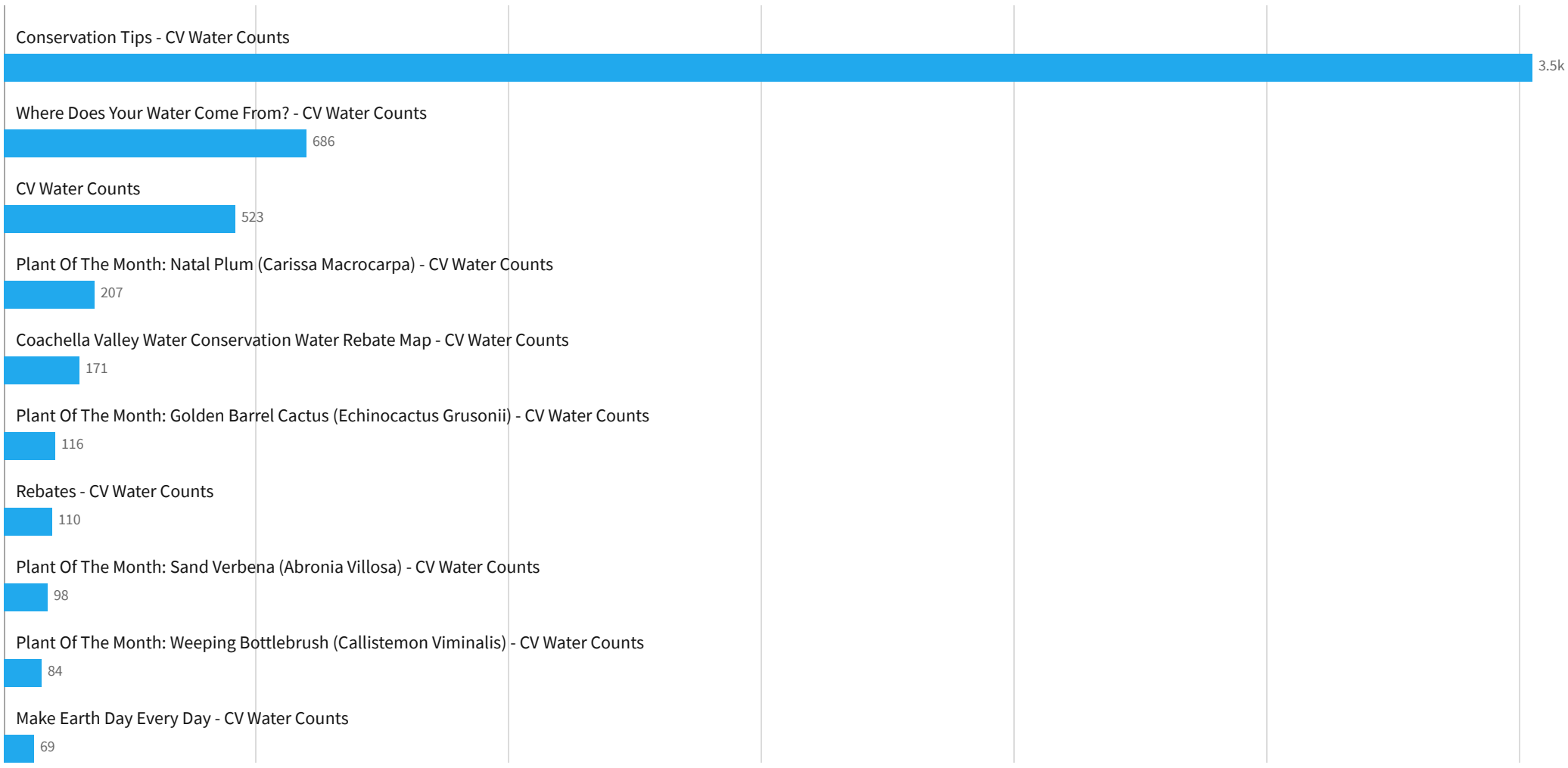
Sessions
CV Water - CV Water Counts - GA4

5,061

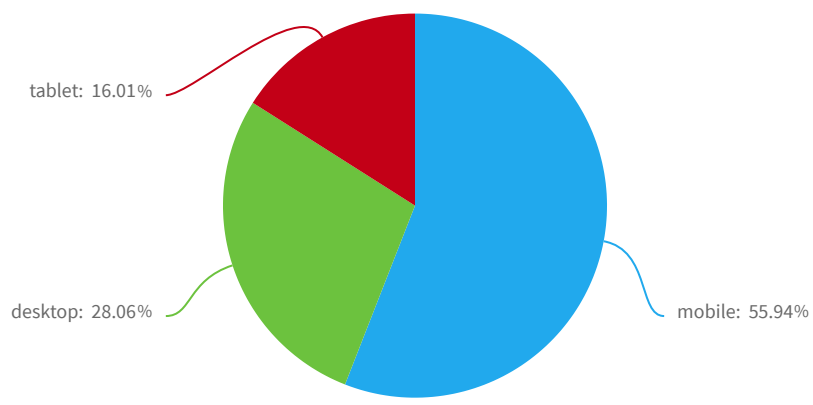
PAGEVIEWS
CV Water - CV Water Counts - GA4

6,353

Views by Page title and screen class
CV Water - CV Water Counts - GA4



Engaged sessions by Device category
CV Water - CV Water Counts - GA4

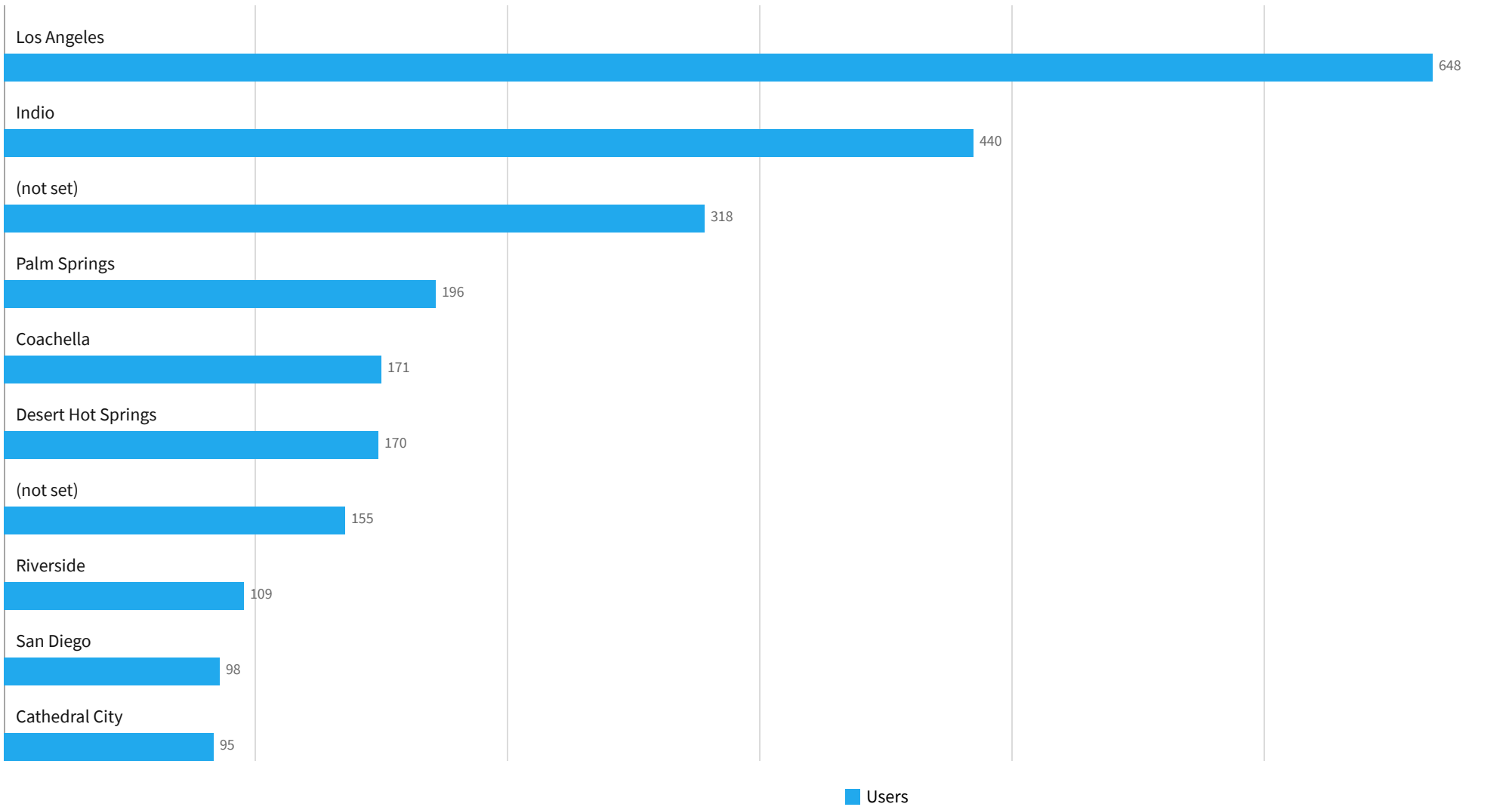


617

Item 22.

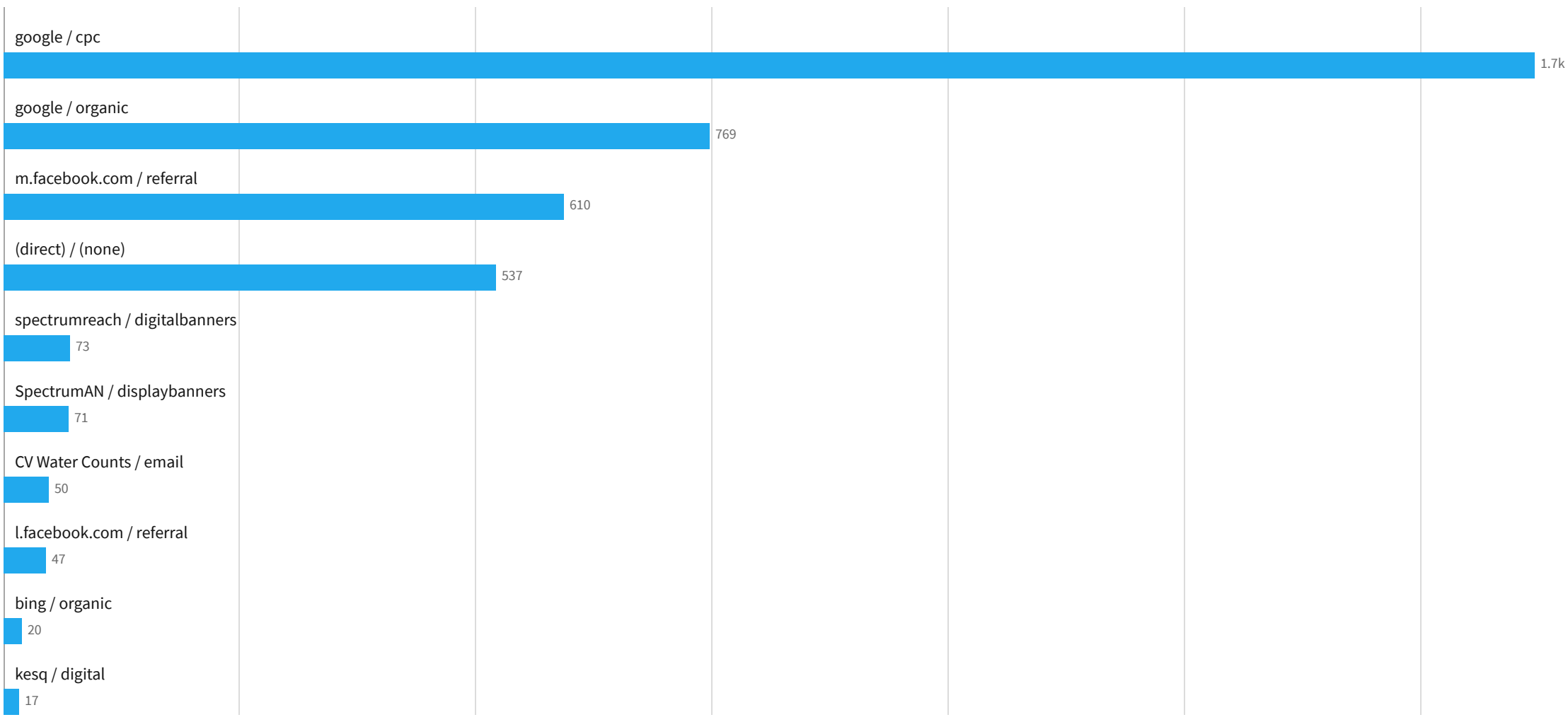
Users by City

CV Water - CV Water Counts - GA4



New users by First user source / medium

CV Water - CV Water Counts - GA4



Month performance

Past 6 months: CV Water - CV Water Counts - GA4

Month	New users	Engaged sessions	Engagement rate	Sessions per User	Average engagement time
June 2024	3,918	1,161	22.9%	1.26	9s
May 2024	4,138	1,511	25.9%	1.37	12s
April 2024	3,666	1,478	27.7%	1.41	12s
March 2024	3,534	1,275	25.4%	1.39	13s
February 2024	3,512	1,334	26.3%	1.4	14s
January 2024	3,803	1,246	25.4%	1.27	19s
	22,571	7,948	25.9%	1.35	13s

Item 22.

Organic Search

Query performance
cvwatercounts.com/

Query	Impr.	Clicks	CTR	Avg. position
natal plum	4,295	67	1.56%	2.79
carissa macrocarpa	2,185	35	1.6%	3.24
sotol plant	1,968	10	0.51%	8.51
red bird of paradise	1,578	5	0.32%	11.85
cleveland sage	1,491	5	0.34%	1.04
artichoke agave	1,407	5	0.36%	1.37
agave parryi	1,358	0	0%	1.72
chilopsis linearis	1,353	12	0.89%	2.36
elephant food	1,201	3	0.25%	12.75
water pledge	987	0	0%	5.34
	17,823	142	0.8%	5.1

Page performance
cvwatercounts.com/

Page	Impr.	Clicks	CTR	Avg. position
https://cvwatercounts.com/plant-of-the-month-natal-plum-carissa-macrocarpa/	10,090	149	1.48%	3.7
https://cvwatercounts.com/plant-of-the-month-desert-spoon-sotol-dasylirion-wheeleri/	5,690	36	0.63%	7.26
https://cvwatercounts.com/plant-of-the-month-artichoke-agave-agave-parryi-v-truncata/	4,005	7	0.17%	3.92
https://cvwatercounts.com/plant-of-the-month-golden-barrel-cactus-echinocactus-grusonii/	3,714	27	0.73%	7.91
https://cvwatercounts.com/plant-of-the-month-cleveland-sage-chaparral-sage-salvia-clevelandii/	3,683	15	0.41%	1.98
https://cvwatercounts.com/plant-of-the-month-red-bird-of-paradise-caesalpinia-pulcherrima/	2,954	11	0.37%	11.59
https://cvwatercounts.com/plant-of-the-month-star-jasmine-trachelospermum-jasminoides/	2,721	10	0.37%	3.43
https://cvwatercounts.com/plant-of-the-month-date-palm-phoenix-dactylifera/	2,494	8	0.32%	8.23
https://cvwatercounts.com/save-water-pledge/	2,284	2	0.09%	4.96
https://cvwatercounts.com/plant-of-the-month-elephants-food-portulacaria-afra/	2,168	11	0.51%	10.44
	39,803	276	0.69%	6.34

Item 22.

Facebook Information

Impressions
CV Water Counts
155.95K

Reach
CV Water Counts
50,094

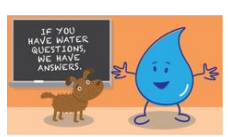
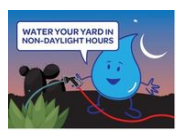
New page likes
CV Water Counts
0

Post engagement
CV Water Counts
973

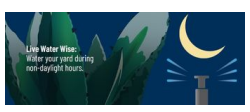
Total page views
CV Water Counts
116

Page likes
CV Water Counts
3,982

Post performance
CV Water Counts

Post		Created at	Reach	Post engaged users	Likes
	If you or someone you know is in need of water bill assistance during this difficult time, applications are being accepted now for the Help2Others Assistance Program online. Click here for details and to fill out …	**June 28, 2024**	346	9	2
	For more water-saving tips, visit CVWaterCounts.com/conservation-tips. #WaterWiseWednesday	**June 27, 2024**	18	2	2
	If you have questions, we have answers! Check out our FAQs at CVWaterCounts.com/FAQ	**June 24, 2024**	40	2	2
	Large clay pots filled with resilient cacti, succulents or bright flowers can bring color, shape, and a focal point to your landscape. Learn more: https://loom.ly/2DzVUMw	**June 22, 2024**	11	3	3
	When doing laundry, wash bigger loads less often, and save! For more water-saving tips, visit CVWaterCounts.com/conservation-tips. #WaterWiseWednesday	**June 20, 2024**	40	2	2
	As our weather heats up, it’s important to remember to drink plenty of fluids. Proper hydration is vital to living a healthy life. Our valley’s water is refreshing and delicious – and it’s fun to spruce it up with fun…	**June 18, 2024**	38	2	2
	A freely branching evergreen, the weeping bottlebrush has pendulous branches that become covered with magnificent, red, bottlebrush flowers in midspring and summer. Learn more: https://loom.ly/-Pwz6E8	**June 17, 2024**	12	2	2
	Each year, by July 1, thanks to the EPA’s Safe Drinking Water Act, water agencies provide a Consumer Confidence Report (CCR) also known as an Annual Drinking Water Quality Report. These reports provid…	**June 13, 2024**	15	2	2
	June is National Fruits and Vegetables month. To save water when washing your produce, instead of letting the faucet run, fill one bowl with water for washing and another for rinsing. For more water-saving tips,…	**June 13, 2024**	30	2	2
	Though we live in the desert, the Coachella Valley is very fortunate to have high quality, local water resources. Learn more about where your water comes from: https://loom.ly/F_J-bAA	**June 10, 2024**	8	2	2
	It’s World Oceans Day. To find out more, check out one of our earlier articles at	**June 8, 2024**	10	2	2
	During the month of June in our desert, the best times to water your plants are during non-daylight hours, when it’s cooler. If you have a spray system, watering for 14 minutes a day, 7 days a week is sufficient. If yo…	**June 7, 2024**	37	2	2
	June 5 is World Environment Day – a day that encourages awareness and action for the protection of the environment. That’s why we encourage everyone to Live Water Wise, and to Make Conservation a Way …	**June 6, 2024**	39	2	2
			50,564	905	54

Item 22.

Post		Created at	Reach	Post engaged users	Likes
	Conservation Tip of the Month: Water your yard in non-daylight hours. More water will reach the roots, and less water will evaporate. For more water-saving tips, visit CVWaterCounts.com/conservation-tips.…	**June 3, 2024**	49,844	867	22
	**CV Water Counts updated their cover photo.** https://www.facebook.com/cvwatercounts	**June 1, 2024**	32	0	2
	June is National Rivers Month. It’s important that we care for our rivers and keep them clean and thriving. They are not only a source of water, but also of food, irrigation, and shelter.	**June 1, 2024**	44	4	3
			50,564	905	54

Item 22.

Instagram Information

Impressions
CV Water Counts

860

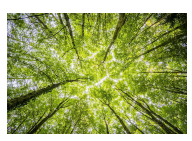
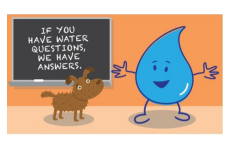
Likes
CV Water Counts

10

Followers (lifetime)
CV Water Counts

244

Post performance
CV Water Counts

Post		Impr.	Engagement	Reach	Saved	Video views
	Conservation Tip of the Month: Water your yard in non-daylight hours. More water will reach the roots, and less water will evaporate. For more water-saving tips, visit the link in our bio. #WaterWiseWednesday	8	2	6	0	0
	June is National Rivers Month. It's important that we care for our rivers and keep them clean and thriving. They are not only a source of water, but also of food, irrigation, and shelter.	8	1	6	0	0
	June 5 is World Environment Day – a day that encourages awareness and action for the protection of the environment. That's why we encourage everyone to Live Water Wise, and to Make Conservation a Way …	7	2	4	0	0
	If you or someone you know is in need of water bill assistance during this difficult time, applications are being accepted now for the Help2Others Assistance Program online. For details and to fill out an online…	6	2	6	0	0
	If you have questions, we have answers! Check out our FAQs at CVWaterCounts.com/FAQ	6	1	5	0	0
	During the month of June in our desert, the best times to water your plants are during non-daylight hours, when it's cooler. If you have a spray system, watering for 14 minutes a day, 7 days a week is sufficient. If yo…	5	1	3	0	0
	For more water-saving tips, visit CVWaterCounts.com/conservation-tips. #WaterWiseWednesday	0	1	8	0	9
		40	10	38	0	9

Item 22.

E-Blast Information

Campaign performance

CV Water Counts

Campaign	Send Time	Emails Sent	Unique Opens	Total Opens	Open Rate	Industry Open Rate	Total Clicks	Click Rate	Industry Click Rate	Unsubscribe Count
CV Water Counts June 2024	**Wednesday, June 5, 2024 5:00 PM**	752	448	788	59.57%	18.06%	157	10.86%	0.88%	4
		752	448	788	59.57%	18.06%	157	10.86%	0.88%	4

623

MSWD Digital Marketing & Website Report

Website, Social, and Marketing Performance

Jun 1 – 30, 2024

Item 22.

Google Ads Campaigns

Impressions
MSWD

207.65K

Clicks
MSWD

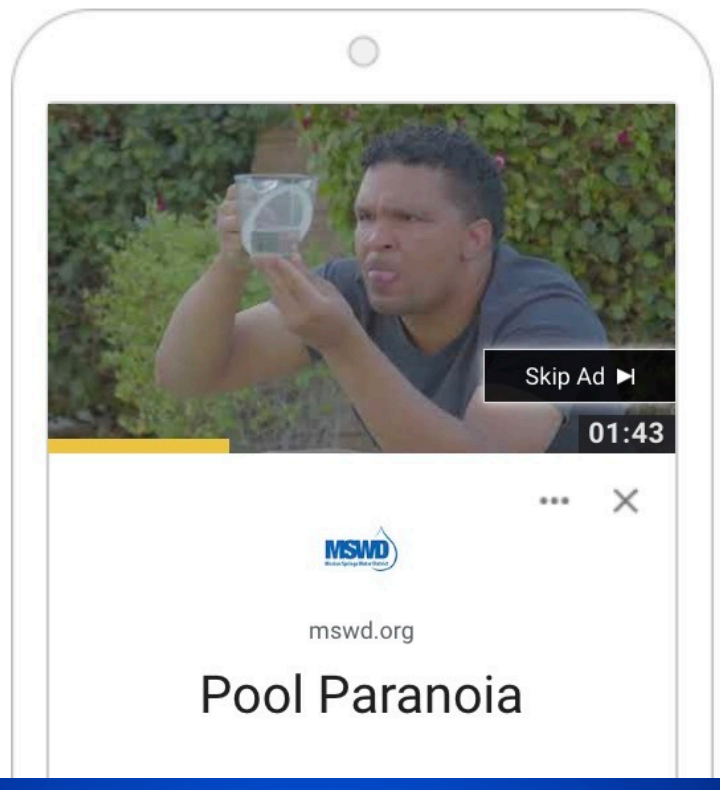
1,572

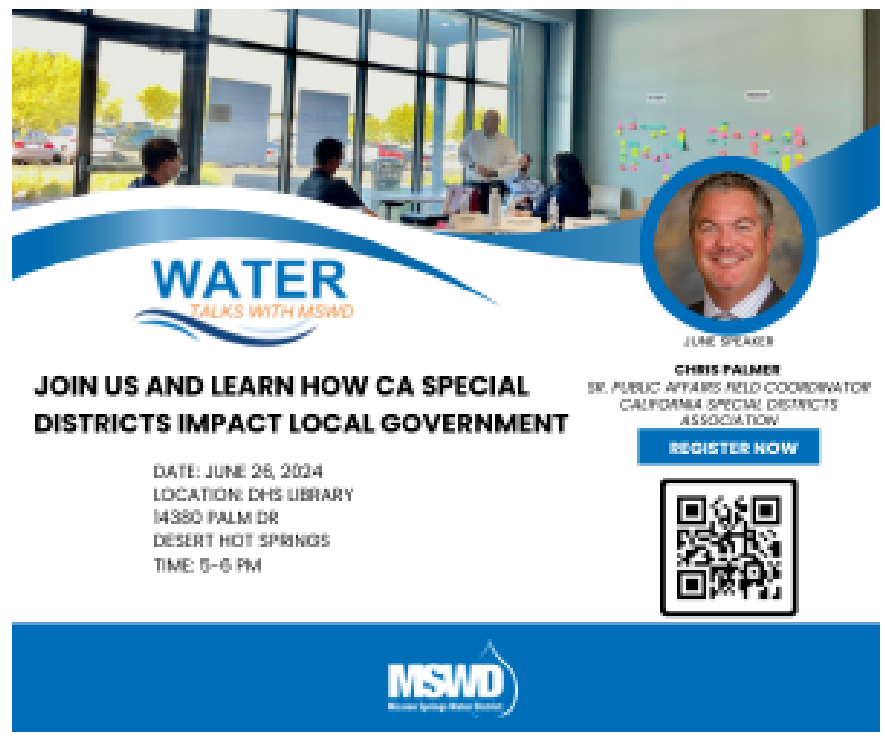
CTR
MSWD

0.76%

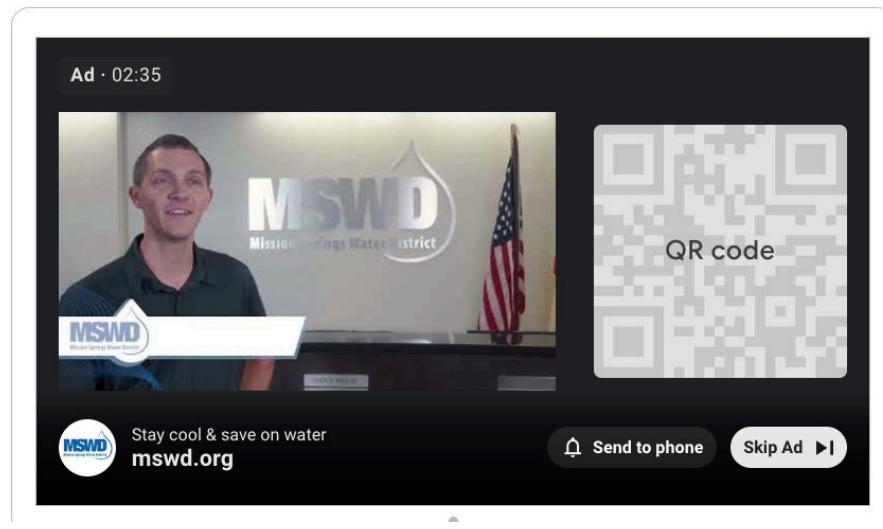
GOOGLE ADS CAMPAIGN PERFORMANCE
MSWD

Campaign name	Impr.	Clicks	CTR
MSWD Rebates June 2024	100,739	804	0.8%
MSWD Water Talks June 2024	81,280	82	0.1%
MSWD Video Pool Paranoia	13,312	401	3.01%
MSWD Summer Conservation Video June 2024	12,321	285	2.31%
	207,652	1,572	0.76%









Meta Campaign Performance

Includes Facebook and Instagram campaigns

Campaign performance

MSWD

Campaign	Link Clicks	Impr.	Reach	Page Likes
MSWD Rebates June - 2024	94	105,777	11,332	0
Water Talks June 2024	91	17,981	4,591	0
MSWD Summer Conservation Video - June 2024	57	6,951	2,262	0
MSWD Pool Paranoia Video - June	30	45,836	29,210	0
	272	176,545	35,972	0









Website Information

Users
www.mswd.org - http://www.msw…

7,313

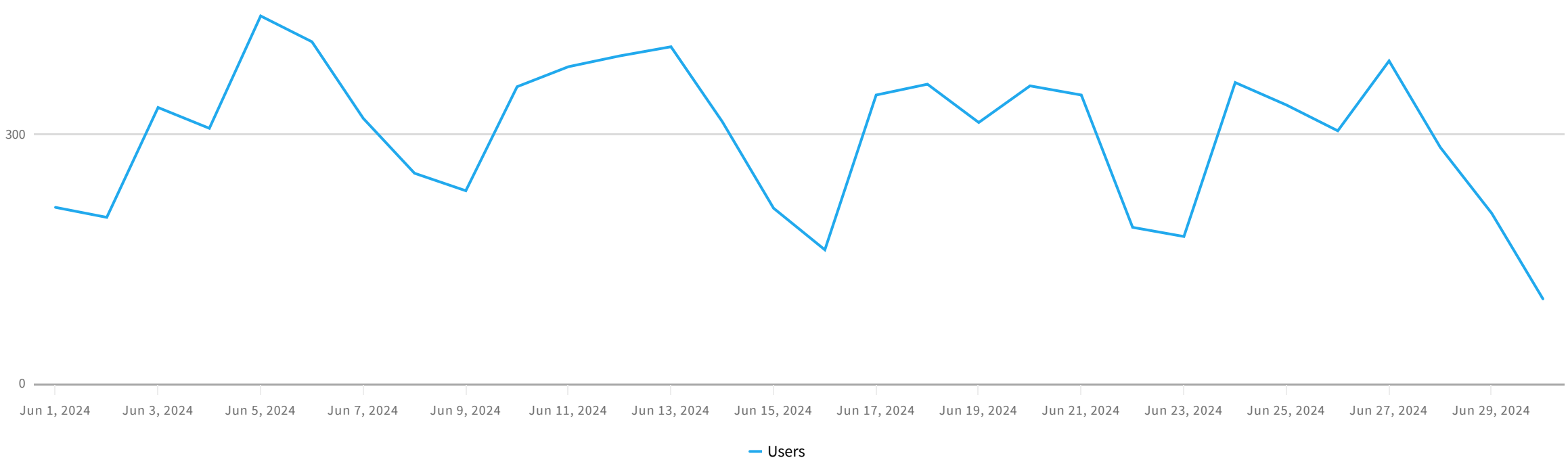
Views
www.mswd.org - http://www.msw…

25,922

Engaged sessions
www.mswd.org - http://www.msw…

7,047

Users by Day
www.mswd.org - http://www.mswd.org - GA4

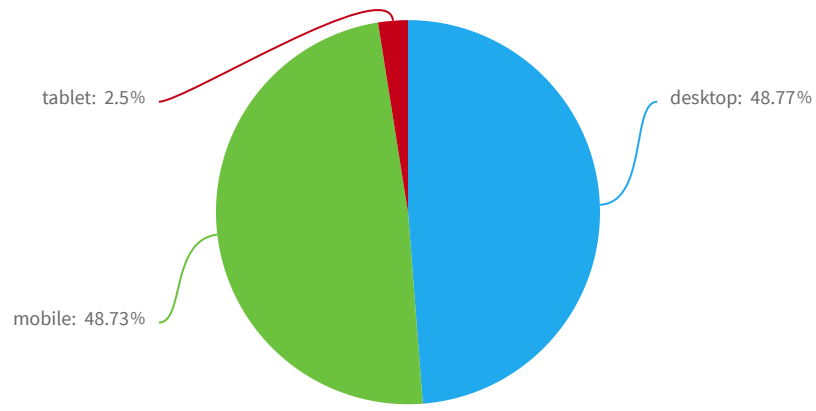


Page Title performance
www.mswd.org - http://www.mswd.org - GA4

Page Title	Views	Views per user	Users	Engaged sessions	Sessions per User	Average engagement time
Home Page | Mission Springs, CA Water District	5,624	1.63	3,435	4,364	1.44	17s
Customer Portal | Mission Springs, CA Water District	3,503	1.58	2,221	2,761	1.37	16s
Job Opportunities | Mission Springs, CA Water District	2,336	2.96	790	1,213	1.77	44s
Rebates | Mission Springs, CA Water District	1,301	1.61	784	332	1.36	8s
Careers | Mission Springs, CA Water District	1,070	1.96	545	855	1.71	26s
(not set)	1,066	0.39	2,699	347	1.24	0s
Online Payment System | Mission Springs, CA Water District	978	1.57	619	590	1.16	25s
Bill Pay Options | Mission Springs, CA Water District	861	1.48	578	554	1.25	23s
Employment Application | Mission Springs, CA Water District	580	2.07	278	365	1.85	7m 44s
Leaks | Mission Springs, CA Water District	488	1.46	310	104	1.33	11s
	25,697	3.47	7,277	7,011	1.57	1m 11s

Engaged sessions by Device category

www.mswd.org - http://www.mswd.org - GA4



Users by City

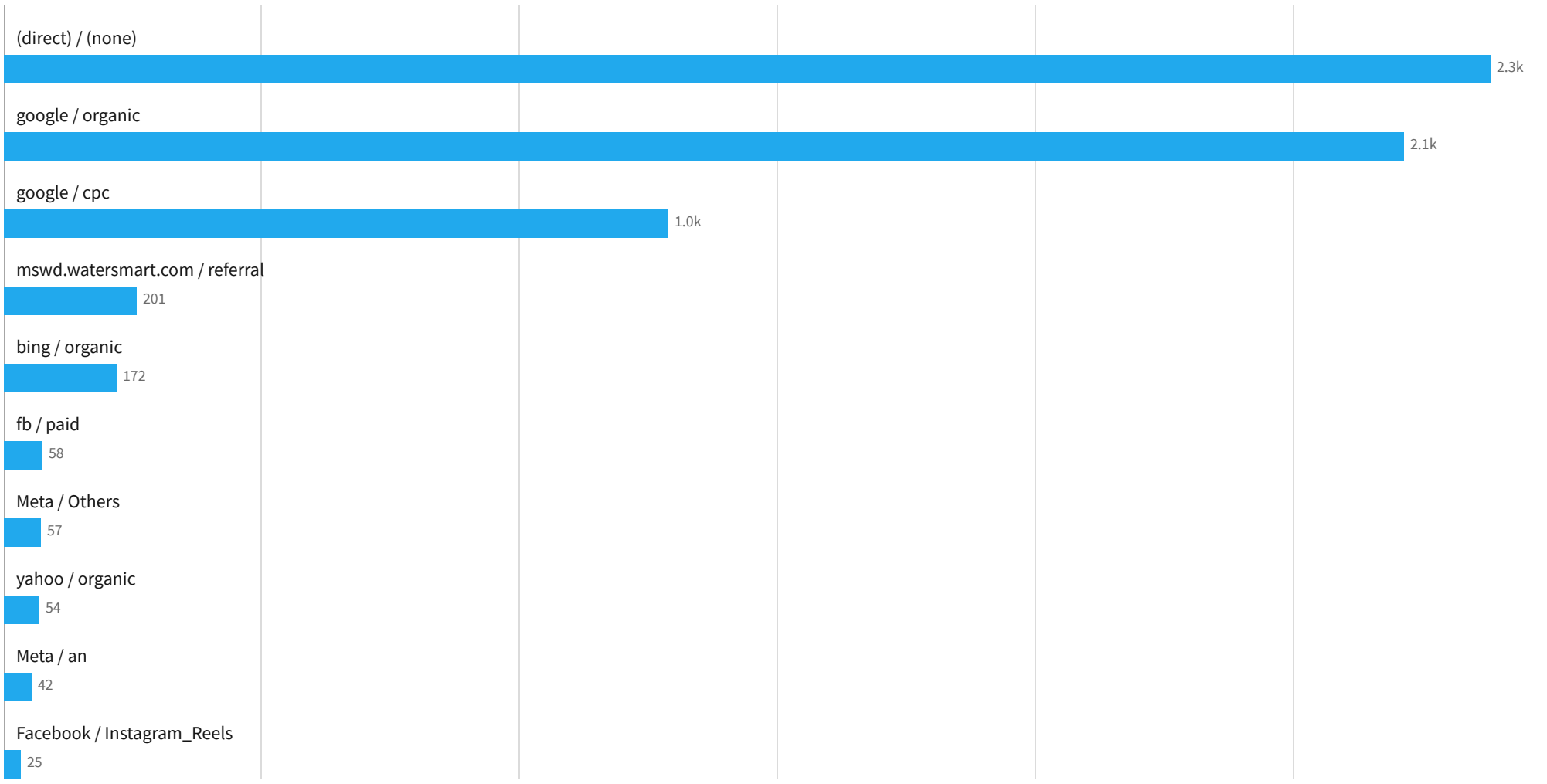
www.mswd.org - http://www.mswd.org - GA4

City	Users
Los Angeles	1,529
Desert Hot Springs	1,458
(not set)	486
(not set)	313
Indio	308
San Diego	264
Palm Springs	206
Riverside	179
Boardman	161
La Quinta	142
	7,313

Item 22.

New users by First user source / medium

www.mswd.org - http://www.mswd.org - GA4



629

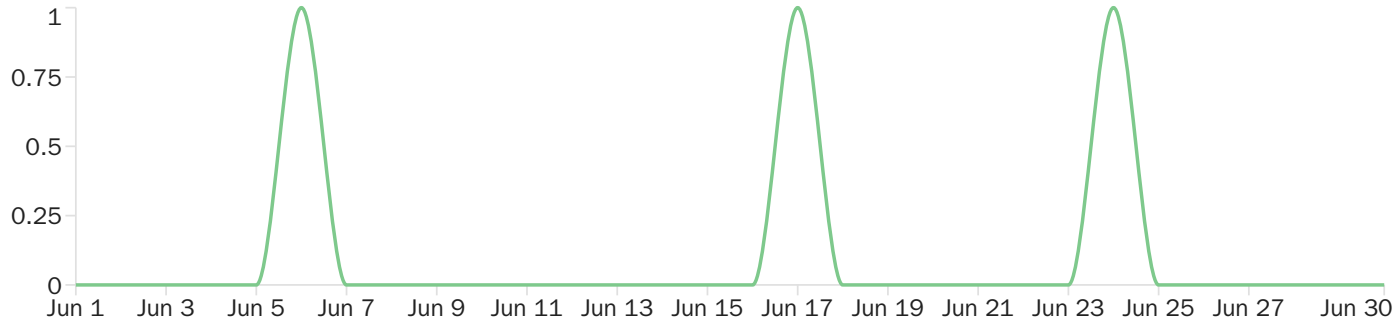
Loom.ly Account Overview (June 1 - 30, 2024)

Total Clicks

3

+1 | (50.0%)

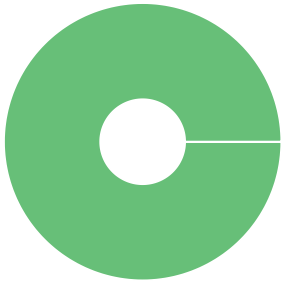
Clicks Over Time



Click Sources

Other

Click Locations



United States of America

Facebook Account Overview (June 1 - 30, 2024)

Posts Published	Total Likes	New Likes	Unlikes
20	1,240	1	0
-10 | -33.3%	-1 | -0.1%	-4 | -80.0%	

Total Reach	Organic Reach	Paid Reach	Impressions	Video Views
79,759	3,454	76,732	145,548	10,732
-28,683 | -26.5%	-4,114 | -54.4%	-24,885 | -24.5%	-81,268 | -35.8%	+7,326 | 215.1%

3 Most Engaging Posts

	Post 34298269 MSWD's Finance Team was recognized during this week's Boa...	19.58%
	Summer Internships 🌱 Growing Our Own! 🌟 Today marks the exciting beginning a...	15.78%
	Post 33722425 It's our favorite day of the week, Worker Wednesday! 💧 Fr...	13.79%

3 Highest Reach Posts

	Summer Internships 🌱 Growing Our Own! 🌟 Today marks the exciting beginning a...	640
	Water Talks 💧 Soaring to new heights, our incredible summer interns f...	365
	Post 34345869 During this week's Board of Directors meeting, Chuck Gree...	285

3 Most Shared Posts

	Drink Tap Water 💧🌟 Think Beyond Bottled – Drink Award-Winning Tap Water! ...	3
	Summer Conservation 🔆🏖️ Summer is here, and it's time to dive into some pool ...	2
	Post 34301623 It's national Hydration Day! Stay hydrated this summer by...	2

3 Least Engaging Posts



Summer Conservation
🔆🏖️ Summer is here, and it's time to dive into some pool ...
3.1%



Post 33971520
Check out this important resource event available to our ...
4.5%



Post 34027986
Summer is here! 🔆💧 Make sure your evaporative cooler is r...
5.29%

3 Lowest Reach Posts



Post 34229819
💧Happening in two days, space is still available! 💧 Join ...
64



Post 34297233
MSWD celebrates Juneteenth which is a federal holiday in ...
72



Post 33975285
Use less and save more!! 💧 Exciting and newly enhanced re...
91

3 Least Shared Posts



Post 34229819
💧Happening in two days, space is still available! 💧 Join ...
0



Post 34297233
MSWD celebrates Juneteenth which is a federal holiday in ...
0



Post 33971520
Check out this important resource event available to our ...
0

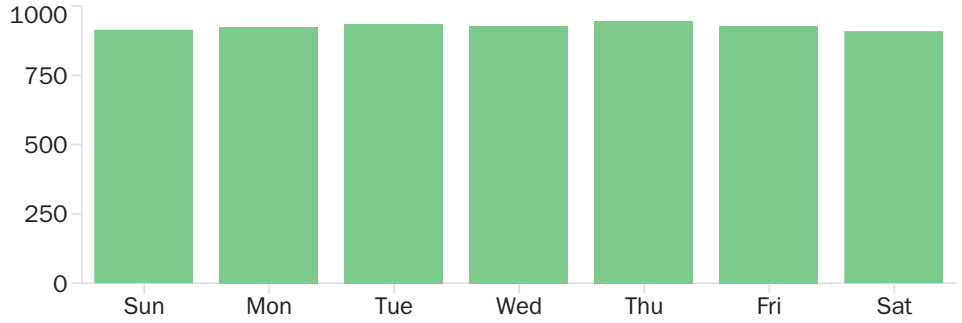
Likes By Country

1. United States of America *(1,208 likes)*
2. Mexico *(12 likes)*
3. France *(4 likes)*
4. Canada *(2 likes)*
5. Sierra Leone *(1 like)*

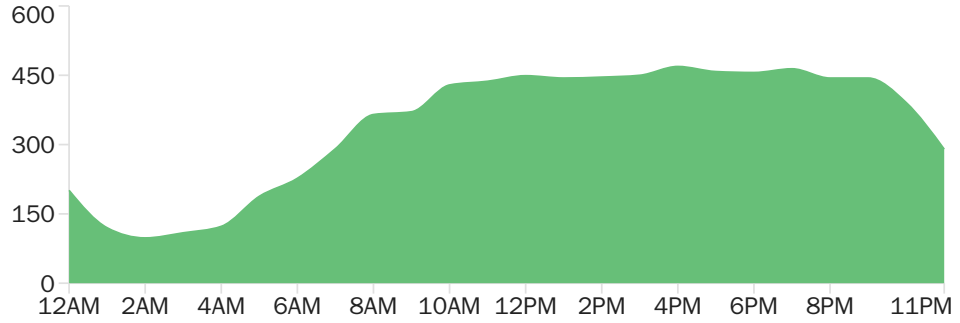
Likes By City

1. Desert Hot Springs, CA *(555 likes)*
2. Indio, CA *(65 likes)*
3. Palm Springs, CA *(55 likes)*
4. Cathedral City, CA *(53 likes)*
5. La Quinta, CA *(44 likes)*

Days your fans are online



Hours fans are online



Facebook Post Metrics (June 1 - 30, 2024)

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	Video Views
June 28, 2024 4:15 PM PDT	Image	 Post 34264234 💧Don't forget to check out our monthly Water Matters newsletter, and see what we have been up to this month! 💧 Read about summer conservation tips, the monthly Water Talk presentations, and the a...	News Releases	105	6	5.71%	5	0	1	0	0
June 26, 2024 4:30 PM PDT	Image	 Water Talks 💧 Soaring to new heights, our incredible summer interns from DHS High School REAL Academy—Mary, Stephanie, Samuel, and Jeremy—have been hard at work, even climbing the reservoir for inspections! 💧 ...	Event	365	42	11.51%	15	1	2	39	0

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Click	
June 25, 2024 12:46 PM PDT	Image	 Post 34233838 Mason A. from PHMS reminds us that FOG items do not belong down the drain! Fats, oil, and grease might feel like they should go in the garbage disposal or drain, but they they can actually create a...	FOG/Wipes	105	7	6.67%	5	0	1	2	0
June 24, 2024 12:04 PM PDT	Image	 Post 34229819 💧Happening in two days, space is still available! 💧 Join MSWD on Wednesday, June 26, 2024, 5-6 PM to learn about how California Special Districts impact your local government. You can also join u...	Event	64	4	6.25%	4	0	0	0	0

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	
June 23, 2024 12:46 PM PDT	Image	 Post 34301623 It's national Hydration Day! Stay hydrated this summer by drinking your award-winning Mission Springs tap water and refilling your reusable water bottle throughout the day. 💧💦 Not only are there he...	Event	123	9	7.32%	6	0	2	2	0
June 21, 2024 3:07 PM PDT	Image	 Post 34345869 During this week's Board of Directors meeting, Chuck Greely of the California Water Environment Association presented Mission Springs Water District with three state awards, including a second-plac...	News Releases	285	36	12.63%	17	1	1	33	0

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Click	
June 20, 2024 3:04 PM PDT	Image	 Post 34298269 MSWD's Finance Team was recognized during this week's Board of Directors Meeting for being awarded the Government Finance Officers Association's 2023-24 Distinguished Budget Presentation Award. Thi...	News Releases	189	37	19.58%	17	1	1	34	0
June 19, 2024 10:44 AM PDT	Image	 Post 34297233 MSWD celebrates Juneteenth which is a federal holiday in the United States commemorating the emancipation of enslaved African Americans, deriving its name from combining "June" and "nineteenth," it...	Customer Service	72	6	8.33%	5	0	0	1	0

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	
June 18, 2024 11:18 AM PDT	Image	 Post 33971520 Check out this important resource event available to our community being held in Palm Springs! 📢 The Free Seminar is being held to help avoid senior scams by Assemblymember Greg Wallis. Learn how t...	Event	111	5	4.5%	5	0	0	0	0
June 17, 2024 12:37 PM PDT	Image	 Post 34224170 With temperatures rising, we are happy to see our hard working field staff following the heat safety protocols while working in the heat! Remember to prioritize your health while working in the hig...		134	9	6.72%	6	0	0	3	0

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Click	
June 14, 2024 3:47 PM PDT	Image	 Post 34142562 💧💦 Summer conservation tip! Automatic shut-off nozzles save water, and eliminate the risk of setting your hose down and forgetting it which can result in a high bill. It is also prohibited to use a...		115	8	6.96%	5	1	1	1	0
June 13, 2024 3:51 PM PDT	Image	 Post 34027986 Summer is here! 🔆 💧 Make sure your evaporative cooler is ready for the summer heat! Evaporative coolers, operating properly, can use between 3 and 15 gallons of water per hour. Working improperly, t...	Conservation/Reba···	170	9	5.29%	9	0	1	2	0

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Click	
June 12, 2024 12:27 PM PDT	Image	 Post 33896123 💧 Ever wonder what the MSWD crew is up to when you see them hard at work? Here, they're "pot holing" to pinpoint the exact location and depth of a water main. This is an important step that helps u...	Worker Wed	107	12	11.21%	7	0	0	5	0
June 11, 2024 4:09 PM PDT	Image	 Summer Internships 🌱 Growing Our Own! 🌟 Today marks the exciting beginning as MSWD proudly welcomes Mary, Stephanie, Samuel, and Jeremy, our summer interns from the DHS High School REAL Academy! 🎓 💼 Today, they met st...	New Hire / Jobs	640	101	15.78%	57	1	1	107	0

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	
June 10, 2024 4:05 PM PDT	Image	 Post 33975285 Use less and save more!! 💧 Exciting and newly enhanced rebate offerings promoting water conservation are now available, you can contribute to a more sustainable future and save money! 💧 For more in...		91	5	5.49%	4	0	0	0	0
June 07, 2024 4:18 PM PDT	Image	 Post 33974810 Exciting News! The John H. Furbee Aquatics Center Community Pool run by the City of Desert Hot Springs has opened! Named in honor of long-serving MSWD Board Member John H. Furbee, who was a major c...		149	10	6.71%	7	2	0	2	0

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	
June 06, 2024 4:54 PM PDT	Image	 Water Talks Did you miss our last Water Talks? Join us monthly to discover other important water topics shaping the future of our valley and state! 💧💦 Water Talks delve into insightful exploration into issues ...	Event	128	13	10.16%	10	0	1	5	0
June 05, 2024 2:08 PM PDT	Image	 Post 33722425 It's our favorite day of the week, Worker Wednesday! 💧 From ensuring the quality of every drop to maintaining the infrastructure that delivers it to our homes, these dedicated professionals work ti...	Worker Wed	116	16	13.79%	11	1	0	7	0

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Click	
June 04, 2024 3:33 PM PDT	Image	 Summer Conservation 🔆🏖️ Summer is here, and it's time to dive into some pool conservation tips! 💧💦 With high temperatures causing evaporation and increasing your water bill, here's how to keep your pool in top shape:...	Conservation/Reba···	226	7	3.1%	6	0	2	1	0
June 03, 2024 12:06 PM PDT	Image	 Drink Tap Water 💧🌟 Think Beyond Bottled – Drink Award-Winning Tap Water! 🌟💧 Why reach for bottled water when you have award-winning tap water right at home? Our tap water is pure, refreshing, and environmentally ...	Customer Service	208	15	7.21%	10	3	3	6	0
			Total	3,503	357		211	11	17	250	0
			Average	175.2	17.9	10.19%	10.6	0.6	0.9	12.5	0.0

Twitter Account Overview (June 1 - 30, 2024)

Tweets Published	Total Likes	Total Retweets	Total Followers	Following
20	0	0	106	99
-9 | -31.0%			+2 | 1.9%	

3 Most Retweeted Posts



Drink Tap Water
💧🌟 Think Beyond Bottled – Drink Award-Winning Tap Water! 🌟💧
Why reach for bottled water when you have award-winning t...
0



Summer Conservation
🔆With high temperatures causing evaporation and increasing your water bill, here's how to keep your pool in top shape...
0



Post 33722425
It's our favorite day of the week, Worker Wednesday! 💧 From ensuring the quality of every drop to maintaining the inf...
0

3 Most Liked Posts



Drink Tap Water
💧🌟 Think Beyond Bottled – Drink Award-Winning Tap Water! 🌟💧
Why reach for bottled water when you have award-winning t...
0



Summer Conservation
🔆With high temperatures causing evaporation and increasing your water bill, here's how to keep your pool in top shape...
0



Post 33722425
It's our favorite day of the week, Worker Wednesday! 💧 From ensuring the quality of every drop to maintaining the inf...
0

3 Least Retweeted Posts



Post 34264234
💧Don't forget to check out our monthly Water Matters newsletter, and see what we have been up to this month! 💧The new... 0



Water Talks
💧 Soaring to new heights, our incredible summer interns from DHS High School REAL Academy—Mary, Stephanie, Samuel, an... 0



Post 34233838
Mason A. from PHMS reminds us that F.O.G. items do not belong down the drain! Fats, oil, and Grease might feel like t... 0

3 Least Liked Posts



Post 34264234
💧Don't forget to check out our monthly Water Matters newsletter, and see what we have been up to this month! 💧The new... 0



Water Talks
💧 Soaring to new heights, our incredible summer interns from DHS High School REAL Academy—Mary, Stephanie, Samuel, an... 0



Post 34233838
Mason A. from PHMS reminds us that F.O.G. items do not belong down the drain! Fats, oil, and Grease might feel like t... 0

Twitter Post Metrics (June 1 - 30, 2024)

Date	Format	Post	Labels	Retweets	Likes
June 28, 2024 4:15 PM PDT	Image	 Post 34264234 💧Don't forget to check out our monthly Water Matters newsletter, and see what we have been up to this month! 💧The newsletter can be found with your paper bill, E-Bill, and on our website at https:/...	News Releases	0	0
June 26, 2024 4:30 PM PDT	Image	 Water Talks 💧 Soaring to new heights, our incredible summer interns from DHS High School REAL Academy—Mary, Stephanie, Samuel, and Jeremy—have been hard at work! 💧 Let's cheer them on as their journey as MSWD ...	Event	0	0
June 25, 2024 12:46 PM PDT	Image	 Post 34233838 Mason A. from PHMS reminds us that F.O.G. items do not belong down the drain! Fats, oil, and Grease might feel like they should go in the garbage disposal or drain, but they they can actually creat...	FOG/Wipes	0	0

Date	Format	Post	Labels	Retweets	
June 24, 2024 12:05 PM PDT	Image	 Post 34229819 Join MSWD on Wednesday, June 26, 2024, 5-6 PM to learn about how California Special Districts impact your local government. 💧 You can join us monthly to discover other important water topics shaping ...	Event	0	0
June 23, 2024 11:46 AM PDT	Image	 Post 34301623 It's national Hydration Day! Stay hydrated this summer by drinking your award-winning Mission Springs tap water and refilling your reusable water bottle throughout the day. 💧💦 #HydrationDay #WaterQ...	Event	0	0
June 21, 2024 12:07 PM PDT	Image	 Post 34345869 Chuck Greely of the California Water Environment Association presented MSWD with three state awards, second-place Community Engagement & Outreach Program of the Year, third-place Small Plant of...	News Releases	0	0

Date	Format	Post	Labels	Retweets	
June 20, 2024 3:04 PM PDT	Image	 Post 34298269 MSWD's Finance Team was recognized during this week's Board of Directors Meeting for being awarded the Government Finance Officers Association's 2023-24 Distinguished Budget Presentation Award. To...	News Releases	0	0
June 19, 2024 10:44 AM PDT	Image	 Post 34297233 MSWD celebrates Juneteenth a federal holiday in the United States commemorating the emancipation of enslaved African Americans. While we celebrate, our offices are open to serve all of your water n...	Customer Service	0	0
June 18, 2024 11:18 AM PDT	Image	 Post 33971520 Check out this important resource event available to our community being held in Palm Springs! 📢 The Free Seminar is being held to help avoid senior scams. June 21, 2024 12:30 p.m. to 2:30 p.m. Miz...	Event	0	0

Date	Format	Post	Labels	Retweets	
June 17, 2024 12:38 PM PDT	Image	 Post 34224170 With temperatures rising, we are happy to see our hard working field staff following the heat safety protocols while working in the heat! Remember to prioritize your health while working in the hig...		0	0
June 14, 2024 3:47 PM PDT	Image	 Post 34142562 Summer conservation tip! 💧 Automatic shut-off nozzles save water, and eliminate the risk of setting your hose down and forgetting it. It is prohibited to use a hose to wash your vehicle, windows, o...		0	0
June 12, 2024 12:27 PM PDT	Image	 Post 33896123 💧 Ever wonder what the crew is up to? Here, they're pot holing to find the exact location & depth of a water main. This helps us schedule a precise tie-in to another main! 💧 #Infrastructure #Wa...	Worker Wed	0	0

Date	Format	Post	Labels	Retweets	
June 11, 2024 4:09 PM PDT	Image	 Summer Internships 🌱 Growing Our Own! 🌟 Today marks the beginning as MSWD proudly welcomes Mary, Stephanie, Samuel, and Jeremy, our summer interns from the DHS High School REAL Academy! 🎓 💼 Today, they met staff and t...	New Hire / Jobs	0	0
June 11, 2024 12:51 PM PDT	Image	 Post 34027986 Summer is here! Make sure your evaporative cooler is ready for the summer heat! Evaporative coolers, operating properly, can use between 3 and 15 gallons of water per hour. Working improperly, they...	Conservation/Rebates	0	0
June 10, 2024 12:06 PM PDT	Image	 Post 33975285 Use less and save more!! 💧 Exciting and newly enhanced rebate offerings promoting water conservation are now available, you can contribute to a more sustainable future and save money! 💧 #MSWDcares ...		0	0

Date	Format	Post	Labels	Retweets	
June 07, 2024 4:18 PM PDT	Image	 Post 33974810 Exciting News! 💧💦 The John H. Furbee Aquatics Center Community Pool run by the City of Desert Hot Springs has opened! Named in honor of long-serving MSWD Board Member John H. Furbee, who was a majo...		0	0
June 06, 2024 4:54 PM PDT	Image	 Water Talks Did you miss our last Water Talks? Join us monthly to discover other important water topics shaping the future of our valley and state! 💧💦 For more information visit https://t.co/3IFP7Bfrhp #MSWDca...	Event	0	0
June 05, 2024 9:15 AM PDT	Image	 Post 33722425 It's our favorite day of the week, Worker Wednesday! 💧 From ensuring the quality of every drop to maintaining the infrastructure that delivers it to our homes, these dedicated professionals work ti...	Worker Wed	0	0

Date	Format	Post	Labels	Retweets	
June 04, 2024 3:33 PM PDT	Image	 Summer Conservation 🔆With high temperatures causing evaporation and increasing your water bill, here's how to keep your pool in top shape: Keep an eye on your auto-fill feature – it might be working overtime in the he...	Conservation/Rebates	0	0
June 03, 2024 11:06 AM PDT	Image	 Drink Tap Water 💧🌟 Think Beyond Bottled – Drink Award-Winning Tap Water! 🌟💧 Why reach for bottled water when you have award-winning tap water right at home? Choosing tap water over bottled not only saves you money...	Customer Service	0	0
			Total	0	0
			Average	0.0	0.0

Instagram Account Overview (June 1 - 30, 2024)

Posts Published	Total Followers	New Followers	Impressions	Reach	Profile Views
18	340	4	31,022	27,537	131
-11 | -37.9%	+3 | 0.9%	-1 | -20.0%	-6,814 | -18.0%	-5,242 | -16.0%	+3 | 2.3%

3 Most Liked Posts



Post 34298269
MSWD's Finance Team was recognized during this week's Board of Directors Meeting for being awarded the Government Fin... 22



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Post 34264234
💧Don't forget to check out our monthly Water Matters newsletter, and see what we have been up to this month! 💧
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Water Talks
💧 Soaring to new heights, our incredible summer interns from DHS High School REAL Academy—Mary, Stephanie, Samuel, an... 0



Post 34233838
Mason A. from PHMS reminds us that FOG items do not belong down the drain! Fats, oil, and grease might feel like they... 0

Instagram Story Metrics (June 1 - 30, 2024)

Date	Story	Labels	Exits	Impressions	Reach	Replies	Taps Forward	Taps Back
No stories found within the selected date range.								

Instagram Post Metrics (June 1 - 30, 2024)

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves	Video Views
June 28, 2024 4:15 PM PDT	Image	 Post 34264234 💧Don't forget to check out our monthly Water Matters newsletter, and see what we have been up to this month! 💧 Read about summer conservation tips, the monthly Water Talk presentations, and the an...	News Releases	5	0	32	30	5	16.67%	0	
June 26, 2024 4:30 PM PDT	Image	 Water Talks 💧 Soaring to new heights, our incredible summer interns from DHS High School REAL Academy—Mary, Stephanie, Samuel, and Jeremy—have been hard at work, even climbing the reservoir for inspections! 💧 ...	Event	15	0	55	51	15	29.41%	0	
June 25, 2024 12:46 PM PDT	Image	 Post 34233838 Mason A. from PHMS reminds us that FOG items do not belong down the drain! Fats, oil, and grease might feel like they should go in the garbage disposal or drain, but they they can actually create a...	FOG/Wipes	5	0	39	36	5	13.89%	0	

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves
June 23, 2024 12:46 PM PDT	Image	 Post 34301623 It's national Hydration Day! Stay hydrated this summer by drinking your award-winning Mission Springs tap water and refilling your reusable water bottle throughout the day. 💧💦 Not only are there he...	Event	7	0	35	33	7	21.21%	0
June 21, 2024 3:07 PM PDT	Image	 Post 34345869 During this week's Board of Directors meeting, Chuck Greely of the California Water Environment Association presented Mission Springs Water District with three state awards, including a second-plac...	News Releases	17	1	129	120	18	15.0%	0
June 20, 2024 3:04 PM PDT	Image	 Post 34298269 MSWD's Finance Team was recognized during this week's Board of Directors Meeting for being awarded the Government Finance Officers Association's 2023-24 Distinguished Budget Presentation Award. Thi...	News Releases	22	1	86	76	23	30.26%	0

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves
June 19, 2024 10:45 AM PDT	Image	 Post 34297233 MSWD celebrates Juneteenth which is a federal holiday in the United States commemorating the emancipation of enslaved African Americans, deriving its name from combining "June" and "nineteenth," it...	Customer Service	3	0	39	35	3	8.57%	0
June 17, 2024 12:38 PM PDT	Image	 Post 34224170 With temperatures rising, we are happy to see our hard working field staff following the heat safety protocols while working in the heat! Remember to prioritize your health while working in the hig...		14	0	63	58	14	24.14%	0
June 14, 2024 3:47 PM PDT	Image	 Post 34142562 💧💦 Summer conservation tip! Automatic shut-off nozzles save water, and eliminate the risk of setting your hose down and forgetting it which can result in a high bill. It is also prohibited to use a...		4	0	49	44	4	9.09%	0

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves
June 13, 2024 3:51 PM PDT	Image	 Post 34027986 Summer is here! 🔆💧 Make sure your evaporative cooler is ready for the summer heat! Evaporative coolers, operating properly, can use between 3 and 15 gallons of water per hour. Working improperly, t...	Conservation/Reba···	5	0	37	29	5	17.24%	0
June 12, 2024 12:27 PM PDT	Image	 Post 33896123 💧 Ever wonder what the MSWD crew is up to when you see them hard at work? Here, they're "pot holing" to pinpoint the exact location and depth of a water main. This is an important step that helps u...	Worker Wed	11	0	517	450	14	3.11%	3
June 11, 2024 4:09 PM PDT	Image	 Summer Internships 🌱 Growing Our Own! 🌟 Today marks the exciting beginning as MSWD proudly welcomes Mary, Stephanie, Samuel, and Jeremy, our summer interns from the DHS High School REAL Academy! 🎓💼 Today, they met st...	New Hire / Jobs	16	2	81	73	18	24.66%	0

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves
June 10, 2024 4:05 PM PDT	Image	 Post 33975285 Use less and save more!! 💧 Exciting and newly enhanced rebate offerings promoting water conservation are now available, you can contribute to a more sustainable future and save money! 💧 For more in...		6	0	50	39	6	15.38%	0
June 07, 2024 4:18 PM PDT	Image	 Post 33974810 Exciting News! The John H. Furbee Aquatics Center Community Pool run by the City of Desert Hot Springs has opened! Named in honor of long-serving MSWD Board Member John H. Furbee, who was a major c...		5	0	40	34	5	14.71%	0
June 06, 2024 4:54 PM PDT	Image	 Water Talks Did you miss our last Water Talks? Join us monthly to discover other important water topics shaping the future of our valley and state! 💧💦 Water Talks delve into insightful exploration into issues ...	Event	8	0	53	44	8	18.18%	0

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves	Item 22.
June 05, 2024 2:08 PM PDT	Image	 Post 33722425 It's our favorite day of the week, Worker Wednesday! 💧 From ensuring the quality of every drop to maintaining the infrastructure that delivers it to our homes, these dedicated professionals work ti...	Worker Wed	8	0	38	32	8	25.0%	0	
June 04, 2024 3:33 PM PDT	Image	 Summer Conservation Summer is here, and it's time to dive into some pool conservation tips! 🔆🏖️💧💦 With high temperatures causing evaporation and increasing your water bill, here's how to keep your pool in top shape: ...	Conservation/Reba···	4	0	40	34	4	11.76%	0	
June 03, 2024 1:06 PM PDT	Image	 Drink Tap Water 💧🌟 Think Beyond Bottled – Drink Award-Winning Tap Water! 🌟💧 Why reach for bottled water when you have award-winning tap water right at home? Our tap water is pure, refreshing, and environmentally ...	Customer Service	4	0	32	29	4	13.79%	0	
			Total	159	4	1,415	1,247	166		3	

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves	
			Average	8.8	0.2	78.6	69.3	9.2	13.31%	0.2	

LinkedIn Account Overview (June 1 - 30, 2024)

Posts Published	Likes	Views	Followers
4	116	58	334
+2 | 100.0%	+75 | 182.9%	+15 | 34.9%	+14 | 4.4%

Comments	Impressions	Clicks	Engagement Rate
1	1,657	82	7.78%
	+481 | 40.9%	+41 | 100.0%	+0.0 | 5.5%

3 Most Engaging Posts



Post 34298269
MSWD's Finance Team was recognized during this week's Board of Directors Meeting for being awarded the Government Fin... 11.92%



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Water Talks
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LinkedIn Post Metrics (June 1 - 30, 2024)

Date	Format	Post	Labels	Shares	Clicks	Engagement Rate	Reactions	Impressions	Comments
June 21, 2024 10:10 AM PDT	Image	 Post 34345869 During this week's Board of Directors meeting, Chuck Greely of the California Water Environment Association presented Mission Springs Water District with three state awards, including a second-plac...	News Releases	0	14	9.45%	15	307	0
June 20, 2024 10:08 AM PDT	Link	 Post 34298269 MSWD's Finance Team was recognized during this week's Board of Directors Meeting for being awarded the Government Finance Officers Association's 2023-24 Distinguished Budget Presentation Award. Thi...	News Releases	1	33	11.92%	19	453	1
June 11, 2024 4:09 PM PDT	Image	 Summer Internships 🌱 Growing Our Own! 🌟 Today marks the exciting beginning as MSWD proudly welcomes Mary, Stephanie, Samuel, and Jeremy, our summer interns from the DHS High School REAL Academy! 🎓 💼 Today, they met st...	New Hire / Jobs	0	26	9.5%	22	505	0

Date	Format	Post	Labels	Shares	Clicks	Engagement Rate	Reactions	Impressions	*Item 22.*
June 06, 2024 4:54 PM PDT	Image	 Water Talks Did you miss our last Water Talks? Join us monthly to discover other important water topics shaping the future of our valley and state! 💧💦 Water Talks delve into insightful exploration into issues ...	Event	1	7	7.69%	9	221	0
			Total	2	80		65	1,486	1
			Average	0.5	20.0	9.64%	16.3	371.5	0.3