# BOARD OF DIRECTORS REGULAR MEETING AGENDA

**Tuesday, January 19, 2021 at 3:00 PM**

**Via Teleconference – No Live Attendance**

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

**THE PUBLIC MAY SUBMIT ANY COMMENTS ADDRESSING ITEMS BELOW BY EMAILING DPETEE@MSWD.ORG PRIOR TO THE START OF THE MEETING.**

**CALL-IN NUMBER FOR BOARD MEMBERS AND PUBLIC (AUDIO ONLY):**

**1(623) 404-9000**

**Meeting ID: 659 010 3494**

**PUBLIC WISHING TO CONNECT TO THIS MEETING VIA VIDEO MAY CONTACT DORI PETEE AT DPETEE@MSWD.ORG OR (760) 660-4403 FOR INSTRUCTIONS.**

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**ACTION MAY BE TAKEN ON ANY ITEM LISTED ON THIS AGENDA**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**RULES OF PROCEDURE**

**PUBLIC INPUT**

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

**HUMAN RESOURCES REPORT**

1. **EMPLOYEE RECOGNITION**

**COVID-19 UPDATE**

2. **COVID-19 UPDATE**

**ACTION ITEMS**

**3. APPOINTMENTS TO BOARD STANDING COMMITTEES**
President Wright may appoint members to the District's standing committees.

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

**5. REVISION TO MISSION SPRINGS WATER DISTRICT PERSONNEL RULES AND REGULATIONS**
It is recommended to adopt Resolution No. 2021-01 providing for the revision to Mission Springs Water District Personnel Rules and Regulations.

**6. FEDERAL ADVOCACY SERVICES – CARPI & CLAY, INC.**
It is recommended to authorize the General Manager to execute an Agreement for Services with Carpi & Clay Government Relations in the amount of $4000/month for the term February 1, 2021 to January 31, 2022.

**7. CONTRACT AGREEMENT WITH LAYNE CHRISTENSEN COMPANY FOR THE REHABILITATION OF WELL 26**
It is recommended to authorize the General Manager to award a contract agreement with Layne Christensen Company (Layne), for the Rehabilitation of Well 26, for a not to exceed amount of $147,379.31, plus a 10% contingency (total $162,117.24), augment the capital improvement budget to $182,500 for Job number 11343, and do all things necessary to complete the project.

**8. CONTRACT AGREEMENT WITH AECOM FOR BIDDING PERIOD SUPPORT SERVICES FOR THE REGIONAL WATER RECLAMATION FACILITY**
It is recommended to authorize the General Manager to negotiate and execute a contract with AECOM for a not to exceed amount of $135,000.00 for bidding period support services of the Regional Water Reclamation Facility (RWRF) Project.

**9. ACCEPT AUDITED FINANCIAL STATEMENTS FOR YEAR ENDED JUNE 30, 2020**
It is recommended to review and accept the audited financial statements as presented by Rogers, Anderson, Malody & Scott, LLP.

**10. MID-YEAR BUDGET REVIEW AND PROPOSED FY 2020/21 SUPPLEMENTAL BUDGET REQUEST**
It is recommended to approve the FY 2020/21 supplemental budget request.

**DISCUSSION ITEMS**

**11. MISSION SPRINGS WATER DISTRICT REGIONAL WATER RECLAMATION FACILITY**

**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.*

**12. APPROVAL OF MINUTES**

**13. REGISTER OF DEMANDS**

**14. MAKE THE CONNECTION FINANCIAL ASSISTANCE PROGRAM APPROVAL**
The following have submitted an application for a non-transferable lien agreement to connect to the sewer system:

10620 Cactus Drive - $2925.00

**DIRECTOR'S REPORTS**

**15. EVENTS & DIRECTOR'S REPORTS**

**REPORTS**

**16. GENERAL MANAGER REPORT**

**17. FINANCIAL REPORT**

**18. DISTRICT COUNSEL REPORT**

**DIRECTOR'S COMMENTS**

**CLOSED SESSION**

**19. CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION**
pursuant to Government Code Section 54956.9(d)(1).
One Case: Case No. PSC 1600676
(Mission Springs Water District vs. Desert Water Agency)

**CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION**
pursuant to Government Code Section 54956.9(d)(1)
One Case: Case No. RIC2003782
(George Padilla and Sharon Moreno vs. Mission Springs Water District).

**CONFERENCE WITH LABOR NEGOTIATORS**
pursuant to Government Code Section 54957.6:
Agency designated representatives: Board President Nancy Wright and Vice President Russ Martin. Unrepresented Employee: General Manager

**REPORT ON ACTION TAKEN DURING CLOSED SESSION**

**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 . NOTE: THE PROCEEDINGS MAY BE AUDIO AND VIDEO RECORDED.**

**CERTIFICATION OF POSTING**

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



Arden Wallum
Secretary of the Board of Directors

# AGENDA REPORT
# REGULAR BOARD MEETINGS OF JANUARY 14 & 19, 2021

## HUMAN RESOURCES REPORT

## PERSONNEL ACTIVITY FOR THE PERIOD DECEMBER 1 - 31, 2020

**NEW HIRES**
None

**ANNIVERSARIES**

| | | |
|---|---|---|
| Arturo Ceja | Accounting Manager | 10 Years |
| Lorenzo Soto | Field Operations Technician I | 4 Years |

**PROMOTIONS**
None

**CERTIFICATES/**

| | |
|---|---|
| Arturo Ceja | Masters in Business Administration (MBA) with a concentration in Accounting |

# AGENDA STAFF REPORT
# REGULAR BOARD MEETINGS OF JANUARY 14 & 19, 2021

**FROM:** **General Manager** Arden Wallum

**BY:** **Executive Assistant** Dori Petee

**FOR:** ☑ Action ❒ Direction ❒ Information

## APPOINTMENTS TO BOARD STANDING COMMITTEES

### STAFF RECOMMENDATION
No staff recommendation. Appointments are made at the inclination of the President.

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

### ANALYSIS
Committee appointments for 2020, per President Wright were as follows:

| | 2020 Committees | | 2021 Committees | |
|---|---|---|---|---|
| | **Chairperson** | **Member** | **Chairperson** | **Member** |
| Executive | Wright | Duncan | | |
| Engineering | Grasha | Sewell | | |
| Finance | Martin | Grasha | | |
| Human Relations | Duncan | Martin | | |
| Public Affairs | Sewell | Wright | | |

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

### ATTACHMENT(S)
Board Policy 2010-6 — Standing Committees of the Board

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

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

Rescinding Policy No. 97-1

Adopted: April 19 2010

Approved by: _____
General Manager

**Policy Summary**

I. Policy Statement

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

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

II. Appointment and Terms of Membership

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

III. Committee Process

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

# AGENDA STAFF REPORT
# REGULAR BOARD MEETINGS OF JANUARY 14 & 19, 2021

**FROM:** **General Manager** Arden Wallum

**BY:** **Executive Assistant** Dori Petee

**FOR:** ☑ **ACTION** ❒ Direction ❒ Information

## ANNUAL UPDATE OF BOARD AFFILIATION LIST

**STAFF RECOMMENDATION**
Approve the 2021 Affiliation List.

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

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

**FISCAL IMPACT**
The addition of approved meetings and events may result in increased costs to the District.

**ATTACHMENT(S)**
Proposed Affiliate List for 2021

# *Board of Directors 2021 Affiliate List*

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

| | 2020 designees | | 2021 designees | |
|---|---|---|---|---|
| **Meetings, Workshops (compensable)** | **Primary** | **Alternate** | **Primary** | **Alternate** |
| CSDA Professional Development Committee | | | | |
| CVWD and DWA Regular Board meetings | Duncan | Martin | | |
| DHS City Council Observer | Martin | Wright | | |
| DHS Groundwater Guardian Team - Liaison | Sewell | Wright | | |
| DHS Hoteliers' Assn. | Sewell | Wright | | |
| County Wide Oversight Board | Martin | | | |
| Groundwater Guardian - Affiliate Team | Wright | Sewell | | |
| San Gorgonio Pass Regional Water Alliance | Martin | Wright | | |
| Legislative Representation: Travel and meetings in Washington D.C. and California | Duncan | Wright | | |
| Greater Coachella Valley Chamber of Commerce | Sewell | Martin | | |

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

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

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

# AGENDA STAFF REPORT

# REGULAR BOARD MEETINGS OF JANUARY 14 & 18, 2021

**FROM:** **General Manager** Arden Wallum

**BY:** **Human Resource Specialist** Oriana Hoffert

**FOR:** ☑ **ACTION** ❒ Direction ❒ Information

## RESOLUTION 2021-01
## AMENDING RESOLUTION NO. 2020-06; REVISIONS TO MISSION SPRINGS WATER DISTRICT PERSONNEL RULES AND REGULATIONS

### STAFF RECOMMENDATION
It is recommended to approve Resolution 2021-01, revising Rule 1 A 1 of the Mission Springs Water District Personnel Rules and Regulations to add the phrase "*Pursuant to Water Code Sections 30580 and 30581*" to the beginning of the first sentence of that section, so that the complete, revised rule states:

> 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.

### SUMMARY
On December 17, 2020, the MSWD Board of Directors (Board) approved revisions made to MSWD Personnel Rules and Regulations to bring MSWD's employment policies into compliance with new employment laws taking effect in 2021. One of the revisions approved was the addition of Rule 1 A 1, which currently states:

> 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.

Revising Rule 1 A 1 to add the phrase "Pursuant to Water Code Sections 30580 and 30581" provides a statutory reference and clarifies the basis for the powers and duties of the general manager as set forth in greater detail in the Water Code.

The proposed revision is a ministerial change meant only for clarification. It would not substantively alter any personnel policy.

### FISCAL IMPACT
None

### ATTACHMENTS
Resolution 2021-1
Employee Handbook

# RESOLUTION NO. 2021-01

## A RESOLUTION OF THE BOARD OF DIRECTORS OF MISSION SPRINGS WATER DISTRICT AMENDING RULE 1A1 OF THE MISSION SPRINGS WATER DISTRICT PERSONNEL RULES AND REGULATIONS

**WHEREAS,** on or about December 21, 2020, the Mission Springs Water District Board of Directors passed resolution 2020-21 adopting amended and revised District Personnel Rules and Regulations;

**WHEREAS**, the District has identified a minor change to the Personnel Rules and Regulations that would provide additional clarity regarding the responsibilities and duties of the general manager by referring to applicable sections of the Water Code;

**NOW, THEREFORE, BE IT HEREBY RESOLVED, DETERMINED AND ORDERED** by the Board of Directors of the Mission Springs Water District, that the District amends Rule 1 A 1 of the District Personnel Rules and Regulations to read as follows:

"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."

**ADOPTED** this ____ day of January 2021, by the following vote:

Ayes:
Noes:
Abstain:
Absent:

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

ATTEST:

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

Mission Springs Water District

# PERSONNEL RULES AND REGULATIONS

# EMPLOYEE HANDBOOK

**MISSION SPRINGS WATER DISTRICT PERSONNEL RULES AND REGULATIONS**

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# SECTION 1: GENERAL PROVISIONS

## Rule 1 General Provisions

A. Non-Discrimination; Fair and Equal Employment.

1. The District maintains a policy of non-discrimination and equal employment opportunities with respect to all current employees as well as applicants for employment. The recruitment process, and the terms and conditions of employment will be governed on the basis of merit, competence and qualification, and will not be influenced in any manner by race, religion, sex, sexual orientation, age, national origin, ethnicity, disability, veteran status, marital status, political belief or opinion, political affiliation or any other legally protected status. 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.

## Rule 2 Code of Ethics

A. Outside Relations/Media Contact. 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 position 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 specify.

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:

- Engaging in self-employment in competition with the District;
- Using proprietary or confidential District information, such as District trade secrets, for personal gain or to the District's detriment;
- 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];
- Using District property or labor for personal use;
- Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the District;
- Committing the District to give its financial or other support to any outside activity or organization; or
- 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.
- 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 this guideline, 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 or drawing, 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.

**Rule 3 Security: Confidential Information**

A. General Provisions. The District has a vital interest in protecting its employees, their

property and the property of the District. Proper security depends on 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;

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.

**Rule 4 District Property**

A. Definition. As used in this Rule, “property” means all 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 in 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.

**Rule 5 Use of Electronic Media: District Right of Access and No Expectation of Privacy**

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 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:

- To use the telephone system for brief and necessary calls;
- To send and receive necessary and occasional communications;
- To prepare and store incidental data (such as personal calendars, personal address lists, and similar incidental data) in a reasonable manner; and
- 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 specify, 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 specify 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.

- Telephone Use and Voicemail: Records are kept of all calls made from and to a given telephone extension. Although voicemail is password-protected, an authorized administrator can listen to voicemail messages and also reset the password.
- 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.
- Desktop Facsimile Use: Copies of all facsimile transmissions are maintained in the facsimile server.
- Document Use: Each document stored on District computers has a history that shows which users have accessed the document for any purpose.
- 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 protection 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 specify 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 specify. 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 control his or her own personally owned computer, he or she must delete all District software prior to such sale or other transfer. Please ask specify 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 of specify. 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 specify.

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 specify. 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 WiFi 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 specify.

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

- 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).
- 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.
- 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.
- 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.
- 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.
- 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.

**Rule 6 Relationship of Employees of the District; Nepotism**

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 type 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. Family Members of District Officials. 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.

## Rule 7 Workplace Safety

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.

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.

**Rule 8 No Smoking Policy**

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.

**Rule 9 Dress and Grooming Standards**

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 whose jobs require them to come in contact with customers, suppliers, or the public are expected to wear apparel the District considers appropriate for dealing with the public.

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 skin tight leggings, 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, thongs, and slippers are considered unacceptable.

3. If, in the opinion of the Department Head, 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. Steel-toed boots, where required, 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.

a. Uniform shirts shall be tucked in.

5. Front Office/Customer Service Representatives (CSR) will generally receive up to the following: five (5) polo shirts, one (1) cardigan, and one (1) jacket.

a. 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.

Management maintains sole discretion to determine whether an employee's outfit violates dress code and may send an employee home to change.

## SECTION 2: CLASSIFICATION, RECRUITMENT AND APPOINTMENT

**Rule 10 Types of Appointments/Appointment Process**

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

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 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. The regular employee receives all fringe benefits provided to that employee's classification pursuant to these Rules. A regular part-time employee receives prorated fringe benefits if regularly assigned to work more than twenty (20) hours per week.

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 shall not exceed one thousand (1,000) hours in any twelve (12) month period. 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. Hourly or part-time temporary employees are not eligible for and shall not receive any fringe benefits other than Workers' Compensation Insurance.

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.

## Rule 11 Probation

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 must complete to the District's satisfaction a 1-year introductory period beginning with the date of initial employment. 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 Transfer or Promotion. Any probationary employee rejected during or at the conclusion of a probationary period following a transfer or promotional appointment 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.

**Rule 12 Promotion**

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 or reclassification, a new anniversary date shall be established for purposes of performance evaluation, eligibility for future step increases, as of the effective date of the promotion.

**Rule 13 Layoff Policy and Procedure**

A. Statement of Intent. Except as otherwise determined by the Board of Directors in accordance with Paragraph I of this Rule 13, 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 13 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. For the purpose of this Paragraph and Paragraph E herein below, seniority means seniority as defined in Rule 13, Paragraph E, for all periods of full-time service at or above the classification level where the layoff is to occur. Probationary employees, emergency employees, temporary employees, provisional employees and/or seasonal employees affected by layoff shall not have any displacement or bumping rights.

E. Seniority.

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 who "need improvement"
b. Second, all employees who are "competent;" and
c. Third, all employees who are "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 persons 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 13.

## Rule 14 Reinstatement and Re-Employment

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.

# SECTION 3: COMPENSATION AND BENEFITS

## Rule 15 Compensation Plan

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 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 rate the employee was receiving prior to promotion.

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.

H. Pay Periods. All employees shall be paid every two (2) weeks. A pay period is fourteen (14) consecutive days, beginning on a Friday at 12:01 p.m. and ending on a Friday at 12:00 noon. 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 appointment 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.

**Rule 16 Public Employees Retirement System (CalPERS)**

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.

**Rule 17 Fringe Benefits**

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. All employees who are employed on a full-time basis, except emergency, seasonal and temporary employees (less than forty [40] hours per week), shall be enrolled in the health, vision, life insurance, and employee assistance plans sponsored by the District. They 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. Part-time employees receive prorated benefits if they are regularly assigned to work more than twenty (20) hours per week, except emergency, seasonal and temporary employees.

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).

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 service 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.

## Rule 18 Training and Development

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. 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 employee of the District.
2. 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.
3. 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.
4. 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.
5. 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. If an employee requests to attend a conference or seminar and 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 the 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.

## Rule 19 Travel and Expense Reimbursement

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 drive 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.

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 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 the rates specified in the Internal Revenue Service Guidelines (see Publication 1542 at *www.irs.gov/per diem*.

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.

**Rule 20 Vehicle Use Policy**

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 coverage's 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.

**Rule 21 Vehicle Policy and Procedure**

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*** means any District vehicle assigned to a specific department or employee.

2. ***Authorized Person*** means any employee authorized by a department head to use District vehicles for official District business.

3. ***District Boundaries*** means the physical/political boundary lines of the District.

4. ***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*** 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*** means a designated employee assigned to maintain and coordinate certain aspects of departmental vehicle and equipment assignments.

7. ***Non-District Employee*** means any person not employed by the District.

8. ***Official District Business*** means any business conducted on behalf of the Mission Springs Water District.

9. ***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*** means a District vehicle available for use on a temporary basis by any of the District's departments.

11. ***Preventative Maintenance*** means a systematic approach to provide scheduled maintenance at recommended intervals for all District vehicles.

12. ***Privately Owned Vehicle*** means any vehicle not owned or leased by the District or any other governmental agency.

13. ***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*** means District vehicles that are used in restricted areas and/or require special equipment or attachments to perform specific job functions.

15. ***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. 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 of 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.

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.

# SECTION 4: HOURS OF WORK, HOLIDAYS AND LEAVE

## Rule 22 Hours of Work, Overtime, Compensatory Time and Standby Time

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 for administrative employees begins at noon on Friday and ends the following Friday at 11:59 a.m. Each workweek for field employees begins at 11:00 a.m. on Friday and ends the following Friday at 10:59 a.m.

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.

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 worked by administrative employees and 2.5 hours worked by field employees, and shall end on a Friday mid-shift with 4 hours worked by administrative employees and 5.5 hours worked by field employees 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 p.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.

Only those hours that are actually worked are counted to determine an employee's overtime pay. 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, holiday, 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:

(1) In emergency situations (generally caused by inclement weather or disaster).
(2) To complete projects which are begun one day and would be difficult, awkward or impossible to complete during regular working hours the next day.
(3) In situations where a job completion is deemed essential by the Department Head or General Manager.

4. Overtime Worked on Call Back or 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 in accordance with the requirements of the law.

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 of compensatory time for every hour of overtime worked. Employees may accrue up to a maximum of 40 comp time hours. Any time accrued over 40 hours will be paid as overtime during the next available pay period with no more additional comp time permitted until the accrued time is taken and/or paid as overtime. At the end of the fiscal year in which compensatory time is earned, unused compensatory time will be paid as overtime at the employee's regular rate of pay. Additionally, unused compensatory time will be paid out upon termination pursuant to the FLSA. Compensatory time may be used with prior approval from 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, and 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. 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.

**Rule 23 District Paid Holidays**

A. With the exceptions provided herein, holidays for employees covered under these Rules shall be as follows:

January 1 (New Year's Day)
Third Monday in January (Martin Luther King, Jr. Day)
Third Monday in February (Presidents' Day)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
November 11 (Veterans' Day)
Fourth Thursday in November (Thanksgiving Day)
Fourth Friday in November (The Friday following Thanksgiving Day)
December 25 (Christmas Day)

Any day appointed by the Governor of the State of California as a special holiday that falls on a normally scheduled workday.

In addition, 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 Holiday is given. These hours can be used at the employee's option with prior approval of the employee's supervisor. These hours expire at the end of each calendar year and are not carried over.

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. Part-time employees regularly assigned to work more than twenty (20) hours shall receive holidays prorated by comparing the time worked to forty (40) hours. Temporary part-time employees regularly assigned to work twenty (20) hours or less are not entitled to holidays.

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, Temporary and Emergency Employees. Seasonal, temporary and emergency employees shall not receive holiday pay.

G. Employees Required to Work on Holidays. An employee who is required to work on a day observed by the District as a holiday shall receive his/her regular straight-time hourly rate of pay for all hours worked on said holiday, in addition to any holiday pay he/she is eligible to receive, in lieu of time off for said holiday.

**Rule 24 Attendance, Leaves, Reports, and Records**

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.

**Rule 25 Vacation Leave**

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.

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 unscheduled 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 Rule 25.D above.

**Rule 26 Sick Leave**

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 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 step-child, 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 step-parent, 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.

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 30 minutes. 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 fiscal year as follows:

i. An employee must maintain a one hundred forty-four (144) hour base (but may not exceed six hundred (600 hours) of sick leave in order to sell back to the District the sick leave hours accrued during the year which exceed 50% of the total sick leave hours accrue during that calendar year, providing the employee did not use more than forty eight (48) hours of sick leave during said year.

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 24 hours (or three (3) days) of sick leave in their sick leave bank immediately upon commencement of employment, whichever occurs first. 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 24 hours (or three (3) days) in their sick leave 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 sick leave unless the District and the employee agree otherwise.

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.)

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 work day that the employee is absent. 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 30 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 work day.

f. 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.

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. 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.

i. 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.

**Rule 27 Family Care Leave and Other Types of Leaves**

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

"**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, registered domestic partner, spouse, or parent; or (4) an employee's own serious health condition.

- 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.
- 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.

"**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:

- *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.
- *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.
- *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.
- *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.
- *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.
- *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.
- *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.
- *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.
- *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.

"**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 leaves. Employees are required to substitute sick leave only for the employee's own medical leaves. 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. 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

**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.

**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.

**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 leaves 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 the 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.

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

**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 leaves, 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.

**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 leaves, 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.

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 California Department of Fair Employment and Housing (DFEH), which is authorized to investigate such complaints. For more information, visit the DFEH's website at http://www.dfeh.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. 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, a 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.

E. 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.

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| Military Leave of Absence | The District will grant employees a military leave of absence to the extent required by applicable federal and state law. |
| 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.<br><br>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.

Jury and Witness Duty

The District will provide 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 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.

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 participate in the activities of schools or licensed child daycare facilities attended by their children. Employees must substitute accrued vacation, or any other compensatory time off for purposes of a planned absence under this Section.

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.

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.

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.

Bereavement Leave

When a full-time regular employee is compelled to be absent from work because of the death of the employee's parent, step-parent, grandparent, sibling, sister-or brother-in-law, spouse, domestic partner, child or legal dependent, grandchild, or a parent or child of a spouse or domestic partner, the employee may upon approval of the Appointing Authority, take up to five (5) days paid leave during a fiscal year, provided the employee has accrued at least eighteen (18) hours unused sick leave, to attend the funeral or memorial services. The five (5) day paid leave shall be as follows:

1. Employees are allowed a maximum of three (3) days bereavement leave
2. Employees are allowed two (2) paid sick leave days with said two (2) days to be deducted from accrued leave entitlement.
3. Additional time off may be granted by the General Manager.

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.

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.

Leave for Organ and Bone Marrow Donation

The District will grant an employee the following paid leaves of absence for the purpose of organ or bone marrow donation:

- A leave of absence of up to five days in any one-year period for the purpose of donating the employee's bone marrow to another person.
- A leave of absence of up to 30 days 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.

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.

1. 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.

2. 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. Leave is earned on a fiscal year basis and may not be accumulated by an individual from year to year.

3. 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.

F. 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. The

District will pay employees 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.

**Rule 28 Resignation and Job Abandonment**

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,

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

# SECTION 5: EVALUATION, DISCIPLINE, AND GRIEVANCE

## Rule 29 Performance Evaluations

A. 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.

1. 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.

2. 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.

## Rule 30 Disciplinary Action

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 and Rule 31 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 40 or Rule 41. 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 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 (Rule 34);

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 time card 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 will 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 will 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.

5. Discipline of Management Employees. Except for a violation of a major safety rule, employees exempt from payment of overtime compensation under the FLSA may not be subject to suspensions, temporary demotions (with a beginning and ending date), or temporary reductions in pay, other than in full workweek increments, except as otherwise authorized by the FLSA.

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.

2. In addition to suspensions under Paragraph C.3.9 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.

**Rule 31 Appeal Procedure**

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 facts 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.

i. 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 back pay as set forth in the decision. At a maximum, the back pay 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.

## Rule 32 Open Door Policy

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 employee's 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.

# SECTION 6: POLICIES AND PROCEDURES

## Rule 33 Policy Against Harassment, Discrimination and Retaliation

A. Purpose Of Policy The District is committed to providing a workplace free of unlawful harassment. This includes sexual harassment (which includes harassment based on pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions) and harassment based on gender, gender identity, and gender expression, as well as harassment based on such factors as race, color, religion, religious creed (including religious dress and religious grooming), national origin, ancestry, citizenship, age, physical or mental disability, legally-protected medical condition or information (including genetic information), family care or medical leave status, military caregiver status, military status, veteran 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, or any other basis protected by federal, state, or local laws. 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.

## Rule 34 Workplace Violence Policy

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.

## Rule 35 Employee Drug and Alcohol Use Policy - Drug-Free Workplace

### I. Purpose of Guideline

It is the intent of the District to maintain a workplace that is free of drugs and alcohol 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 drivers 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.

## II. 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.

## III. 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. 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 marijuana or to withdraw an offer of employment to a prospective employee who tests positive for marijuana.

## IV. 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.

### A. 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 asked to submit to a blood, urine or other testing or examination designed to detect drugs or alcohol. 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.

**B. 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.

**V. Disciplinary Action**

A violation of this policy will subject the employee to discipline up to and including immediate termination.

**Rule 36 DOT Drug and Alcohol Policy**

**Employee Questions Regarding Policy**

Employees shall contact Human Resources regarding any questions related to DOT policies and procedures.

**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.

**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.

**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:

- Marijuana metabolites
- Cocaine metabolites

- Amphetamines including methamphetamine, MDMA
- Opioids – codeine, heroin (6-AM), morphine, oxycodone, oxymorphone, hydrocodone, hydromorphone
- Phencyclidine (PCP)

**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, that employee will be required to submit to drug and alcohol testing. 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.

**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.

**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.

**Consequences of a 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.

**Consequences of an Alcohol Test with a Concentration Greater than .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.

**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.

**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:

**Drug Test**

- 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;
- 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;
- Fail to provide a specimen;
- Fail to permit a monitored or observed collection if MSWD ordered or if the collector required the collection to be monitored or observed;
- 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;
- Fail or decline to take an additional drug test that MSWD or the collector has directed;
- Fail to undergo a medical examination or evaluation the MRO or MSWD has directed;
- Fail to cooperate with any part of the specimen collection process;
- Fail, for an observed collection, to follow the instructions to raise and lower clothing and turn around;
- 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;
- Admit to the collector to having adulterated or substituted the specimen;
- Adulterate or substitute a urine specimen; or
- Admit to the MRO to having adulterated or substituted the specimen.

**Alcohol Test**

- 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;
- Fail to remain at the alcohol test site until the testing process is complete;
- Fail to provide an adequate amount of saliva or breath;
- 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;
- Fail to undergo a medical examination or evaluation as the Company has directed as part of the insufficient breath procedures;
- Fail to sign the certification statement at Step 2 of the Alcohol Testing Form (ATF); or
- Fail to cooperate with any part of the testing process.

## DRUG & 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.

### 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.

### 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.

## RETURN-TO-DUTY PROCESS AND FOLLOW-UP PROCEDURES

### 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:

- 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;
- The employee has successfully complied with the prescribed education and/or treatment;
- The employee has been re-evaluated by the SAP to ensure that the employee has properly followed the education and/or treatment program.

### Follow-Up Testing

- A 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.

- The SAP must present a copy of the follow-up testing plan directly to the MSWD's DER.
- 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.
- 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.
- 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.
- MSWD will not impose additional testing requirements on employees that go beyond the SAP's follow-up and random testing plan.

**Drug and Alcohol Clearinghouse**

**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:

- Any verified positive, adulterated, or substituted DOT drug test
- Any validated DOT alcohol test of 0.04 or higher
- Any refusal to submit to a DOT required drug or alcohol test
- Any confirmed and recorded "actual knowledge" that the driver violated the DOT drug or alcohol rules, including:
    - Any on-duty alcohol use, including any citation for driving under the influence of alcohol (DUI/DWI) while driving a commercial motor vehicle
    - Any alcohol use within 4 hours before going on duty
    - Any alcohol use within 8 hours of an accident or before a post-accident test is complete (whichever occurs first)
    - Any prohibited drug use while on duty
- Successful completion of the return-to-duty process following treatment
- Any negative DOT return-to-duty test*
- Successful competition of follow-up testing*

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

**Granting of Consent**

Covered employees must grant consent for MSWD to purchase Clearinghouse reports:

- 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.
- 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.
- 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.

**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.

**Queries**

MSWD will purchase reports (a.k.a. queries) from the Clearinghouse at these times:

- Once a year for all covered employees, and
- Preceding employment of any new covered employees.

Reports to the Clearinghouse will include:

- The driver's name
- Date of birth
- Commercial driver's license number and state of issuance
- Violation and/or testing data

**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.

**Rule 37 Inclement Weather**

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

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 facilities are open 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.

## SECTION 7: ATTACHMENTS

## ATTACHMENT "A-1" – ACKNOWLEDGMENT (DISTRICT COPY)

**PLEASE READ THE EMPLOYEE HANDBOOK AND FILL OUT AND RETURN THIS PORTION TO THE DISTRICT WITHIN ONE WEEK OF EMPLOYMENT.**

Employee Name: _____

I acknowledge that I have received a copy of the District's Employee Handbook. I understand that I am responsible for reading the Handbook and for knowing and complying with the policies set forth in the Handbook during my employment with the District, including the dispute resolution/arbitration provision.

I further understand, however, that the guidelines contained in the Handbook are guidelines only and are not intended to create any contractual rights or obligations, express or implied, and shall not be construed to create any type of right to a "fair procedure" prior to termination or other disciplinary action. I also understand that, except for the District's at-will employment policy, the District may amend, interpret, modify, or withdraw any of the provisions of the Handbook at any time in its sole discretion, with or without notice. Furthermore, I understand that, because the District cannot anticipate every issue that may arise during my employment, if I have any questions regarding any of the District's guidelines or procedures, I should consult the District's Human Resources Department.

I understand and agree that the terms of this Acknowledgment may not be modified or superseded except by a written agreement signed by the General Manager of the District, that no other employee or representative of the District has the authority to enter into any such agreement, and that any agreement to employ me for any specified period of time or that is otherwise inconsistent with the terms of this Acknowledgment will be unenforceable unless in writing and signed by the General Manager of the District. I further understand and agree that if the terms of this Acknowledgment are inconsistent with any guideline or practice of the District now or in the future, the terms of this Acknowledgment shall control.

Finally, I understand and agree that this Acknowledgment contains a full and complete statement of the agreements and understandings that it recites, that no one has made any promises or commitments to me contrary to the foregoing, and that this Acknowledgment supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Acknowledgment.

I have carefully read this Acknowledgement of Receipt.

Date: _____ Signed: _____

Print Name: _____

## ATTACHMENT "A-2" – ACKNOWLEDGMENT (EMPLOYEE COPY)

PLEASE READ THE EMPLOYEE HANDBOOK AND FILL OUT THE ACKNOWLEDGMENT AND RETURN DISTRICT COPY TO THE HUMAN RESOURCES DEPARTMENT [WITHIN ONE WEEK OF EMPLOYMENT]. THIS COPY IS FOR YOUR RECORDS.

Employee Name: _____

I acknowledge that I have received a copy of the District's Employee Handbook ("Handbook"). I understand that I am responsible for reading the Handbook and for knowing and complying with the policies set forth in the Handbook during my employment with the District, including the dispute resolution/arbitration provision.

I further understand, however, that the guidelines contained in the Handbook are guidelines only and are not intended to create any contractual rights or obligations, express or implied, and shall not be construed to create any type of right to a "fair procedure" prior to termination or other disciplinary action. I also understand that, except for the District's at-will employment policy, the District may amend, interpret, modify, or withdraw any of the provisions of the Handbook at any time in its sole discretion, with or without notice. Furthermore, I understand that, because the District cannot anticipate every issue that may arise during my employment, if I have any questions regarding any of the District's guidelines or procedures, I should consult the District's Human Resources Department.

I understand and agree that the terms of this Acknowledgment may not be modified or superseded except by a written agreement signed by the General Manager of the District, that no other employee or representative of the District has the authority to enter into any such agreement, and that any agreement to employ me for any specified period of time or that is otherwise inconsistent with the terms of this Acknowledgment will be unenforceable unless in writing and signed by the General Manager of the District. I further understand and agree that if the terms of this Acknowledgment are inconsistent with any guideline or practice of the District now or in the future, the terms of this Acknowledgment shall control.

Finally, I understand and agree that this Acknowledgment contains a full and complete statement of the agreements and understandings that it recites, that no one has made any promises or commitments to me contrary to the foregoing, and that this Acknowledgment supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Acknowledgment.

I have carefully read this Acknowledgement of Receipt.

Date: _____ Signed: _____

Print Name: _____

## ATTACHMENT "B" – ACKNOWLEDGMENT OF RECEIPT OF DRUG FREE WORKPLACE POLICY

I, _____, acknowledge that on _____, 20____, I received a copy of the Drug-Free Workplace Policy of Mission Springs Water District (the "District").

I understand and agree to read and comply with the Drug-Free Workplace Policy. I understand and agree that any violation of this Policy may result in discipline up to and including my discharge from employment.

I further understand that a copy of this Acknowledgment of Receipt will be maintained in my personnel file.

Employee's Signature: _____

Printed Name: _____

Date: _____

# AGENDA STAFF REPORT

# REGULAR BOARD MEETING OF JANUARY 14 & 19, 2021

**FROM:** **General Manager** Arden Wallum

**BY:** **Assistant General Manager** Brian Macy

**FOR:** ☑ **ACTION** ❒ Direction ❒ Information

## FEDERAL ADVOCACY SERVICES—CARPI & CLAY, GOVERNMENT RELATIONS

### STAFF RECOMMENDATION
Authorize the General Manager to execute an Agreement for Services with Carpi & Clay Government Relations, in the amount of $4,000/month for the term beginning February 1, 2021 and ending January 31, 2022.

### SUMMARY
The current agreement with Carpi and Clay for federal advocacy services expires on January 31, 2021. Our primary advocate, Laura Morgan Kessler, has represented the District for more than a decade. Laura was brought to MSWD by Thane Young, our original federal advocate.

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

Laura Morgan-Kessler has served as the District's Washington Representative for the past two years. Prior to that she assisted Thane Young for approximately 11 years in serving MSWD. Through the combined efforts of Young/Morgan, District Board and staff, the District's Groundwater Quality Protection Program received significant federal funding as well as a planning authorization in the Water Resources Development Act (WRDA) of 2000, and construction authorization for $35 million through the 2007 WRDA. Funding provided to MSWD ($1.2 million) in the USACE's 2018 Work Plan due to Laura's intervention with the USACE San Francisco field office.

MSWD will be perusing additional funding through the USACE 2021/22 workplan.

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

### ATTACHMENT(S)
Agreement
Letter

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

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

1. OBLIGATIONS OF CARPI & CLAY, INC.

   A. Carpi & Clay Inc. will act as the Washington Representative to the District.

   B. The Washington Representative will confer with the General Manger and such other personnel as the General Manager may designate at the times and places mutually agreed to by the General Manager and the Washington Representative on all organizational planning and program activity which has a bearing on the ability of the District to make the best use of federal programs.

   C. The Washington Representative will review federal executive proposals, legislation under consideration, proposed and adopted administrative rules and regulation and other federal developments for the purpose of advising the District, on the representative's own initiative, of those items which may have a bearing on the District's policies or programs.

   D. The Washington Representative will secure and furnish such detailed information as may be available on federal issues in which the District indicates an interest. The Washington Representative will provide a monthly report of legislative and regulatory activities of interest to the District, reporting on actions taken on behalf of the District.

   E. The Washington Representative will review and comment on proposals and grant requests of the District, which are being prepared for submissions to federal agencies, when requested to do so by the General Manager.

   F. The Washington Representative will maintain liaison with the District's delegation in Congress and will assist the delegation in any matter which the General Manager determines to be in the interest of the District and in the same manner as any other member of the District's administrative staff might render assistance.

   G. The Washington Representative will counsel with the District regarding appearance by District officials before Congressional committees and administrative agencies and will arrange for appointments and accommodations as necessary.

   H. The Washington Representative will contact federal agencies on the District's behalf when applications or other initiatives are under consideration by such agencies and otherwise take whatever steps are necessary to obtain the most favorable consideration.

I. It is understood that Carpi & Clay may be required to register on behalf of the District under the terms of the Lobbying and Disclosure Act of 1995, as amended (2 U.S.C. 1601 et seq.) and any subsequent laws or regulations.

J. In fulfilling the responsibilities under this Agreement, the Washington Representative will act in the name of the District and with the title Washington Representative to the District.

2. OBLIGATIONS OF THE MISSION SPRINGS WATER DISTRICT

A. The District will contract with the Washington Representative for a period of twelve months. However, this contract may be terminated at any time without cause by providing thirty (30) days written notice.

B. The contract will be $48,000.00 payable in advance in equal monthly installments of $4,000.00

C. The District will advise the Washington Representative of the name or name of persons other than the General Manager authorized to request service by the Washington Representative and the person or persons to be kept advised by the Representative.

D. The District will supply the Washington Representative with a summary of all federal issues in which the District has interests and advise the Washington Representative of any new developments, together with the pertinent details as to the substance of such developments.

E. The District will supply the Washington Representative with copies of budgets, planning documents, and regular reports of the General Manager, the District's agenda and proceedings, newspapers and other materials which will assist the Washington Representative in keeping current on the District's policies and programs.

F. The District will reimburse the Washington Representative for: (1) all travel expenses incurred pursuant to paragraph 1, subparagraph B; (2) all travel and incidental expenses for attendance at any other meetings attended by the Washington Representative at the request of the General Manager; (3) all incidental expenses incurred in the course of conducting the District's business.

G. The obligation of the District under paragraph 2, subparagraphs F, G and H is not to exceed $2,500.00 for the period covered by this contract.

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

The Washington Representative:

A. Will not represent the District in any judicial or quasi-judicial hearing conducted by boards or examiners of federal agencies or commissions; and

B. Will not perform any legal, engineering, accounting or similar professional services.

4. This agreement shall take effect on February 1, 2021 and terminate on January 31, 2022.

CARPI & CLAY, INC.



Kenneth Carpi, President

Date: 1/6/21

MISSION SPRINGS WATER DISTRICT

_____

Arden Wallum, General Manager

Date: _____

# AGENDA STAFF REPORT

# REGULAR BOARD MEETINGS OF JANUARY 14 & 19, 2021

**FROM:** **General Manager** _____

**BY:** **Director of Engineering and Operations** _____

**FOR:** ☑ **ACTION** ❒ Direction ❒ Information

## CONTRACT AGREEMENT WITH LAYNE CHRISTENSEN COMPANY FOR THE REHABILITATION OF WELL 26

### STAFF RECOMMENDATION

Authorize the General Manager to award a contract agreement with Layne Christensen Company (Layne), for the Rehabilitation of Well 26, for a not to exceed amount of $147,379.31, plus a 10% contingency (total $162,117.24), augment the capital improvement budget to $182,500 for Job number 11343, and do all things necessary to complete the project.

### SUMMARY

On November 12, 2020, staff visited Well 26 during their daily site visit and noticed a strong vibration, as well as witnessed a significant decrease in the water production to below 50 gallons per minute (GPM). Well 26 normally produces approximately 250 GPM. The well was taken offline immediately, and Layne was contacted to pull the motor and pump for evaluation work under the District's emergency procurement policy. The evaluation/inspection determined the pump assembly and well casing had some substantial issues.

### ANALYSIS

Well 26 is the primary source and one of two wells that provides water to the West Palm Springs Village water system in ID-E. Well 26A is a backup well which requires Uranium treatment; cost to run Well 26A is significantly higher than running Well 26. Due to the significant cost and the need for redundancy within this system, staff has been diligently working with Layne on developing a rehabilitation plan for Well 26. The rehabilitation work will repair/replace all broken components and install a new 16-inch mild steel liner to extend the life of the well. Staff recommends this work be performed under emergency per the District's approved procurement policy.

### FISCAL IMPACT & STRATEGIC PLAN IMPLEMENTATION

The project budget was originally established in FY 2017 at $75,000 to cover rehabilitation of the well. Since then, staff has been evaluating and developing a system wide well rehabilitation program and working with the State Water Resources Control Board on new requirements needed when rehabbing wells. With the current plan for rehabilitation and meeting state requirements, the project now has a total cost of $182,500 of which $162,117.24 is required for this rehabilitation.

### ATTACHMENT(S)

Contract Agreement

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

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

TO: **Layne Christensen Company**
**1717 Park Avenue**
**Redlands, CA 92373**

DATE: December 21, 2020

PROJECT DIR#: 356173

PROJECT: **Well 26 Rehabilitation**

The undersigned Contractor offers to furnish the following:

**All Work/Services per the attached Exhibit A – Scope of Work and in accordance with Exhibit B – Proposal provided by Layne Christensen Company, and per Exhibit C – Term, Early Termination & Notice**

Contract price $: Not to Exceed $147,379.31

Term: **Six (6) months 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 | Layne Christensen Company (Business Name) |
| By: | By: |
| Arden Wallum | Tom Hetzel |
| Title General Manager | Title Account Manager |
| Other authorized representative(s): | Other authorized representative(s): |
| Danny Friend, Director of Eng. and Ops. | |
| Bassam Alzammar, Field Operations Manager | |

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

a) **Indemnification:** To the fullest extent permitted by law, Contractor will immediately defend, indemnify and hold harmless MSWD, its directors, officers, employees, or authorized volunteers (collectively the District) from all claims and demands of all persons arising out of or in connection with this Contract or the performance of the work or the furnishing of materials; including but not limited to, claims by the Contractor or Contractor's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of MSWD, its directors, officers, employees, or authorized volunteers. Contractor shall immediately defend upon the MSWD's tender, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against MSWD, its officials, officers, agents, employees and representatives, notwithstanding whether Contractor's liability is or can be established; Contractor's obligation to indemnify shall survive the termination or completion of this agreement for the full period of time allowed by law and shall not be restricted by the insurance requirements of this Contract or to insurance proceeds, if any received by MSWD, or its directors, officers, employees, or authorized volunteers. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor.

b) Contractor shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representatives."

c) Payment, unless otherwise specified on Page 1, is to be (30) thirty days after acceptance and approval by the MSWD of Contractor's invoice.

d) Permits required by governmental authorities will be obtained at Contractor's expense, and Contractor shall comply with local, state and federal regulations and statutes including the Cal/OSHA requirements.

e) Any change in the scope of the work to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the work will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by the MSWD. Contractor's "authorized representative(s)" has (have) the authority to execute such written change for Contractor.

## INSURANCE REQUIREMENTS

**Workers' compensation Coverage**: By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement. Contractor and sub-contractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement. The Contractor shall provide employer's liability insurance with limits of no less than $1,000,000 each accident, $1,000,000 disease policy limit, and $1,000,000 disease each employee.

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

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

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

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

1. General Liability – Two million dollars ($2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage and products & completed operations liability. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (via ISO endorsement at least as broad as the ISO CG 2503, or ISO CG 2504, provided to MSWD) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability - One million dollars ($1,000,000) for bodily injury and property damage each accident limit.

3. Excess Liability - The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the MSWD (if agreed to in a written contract or agreement) before the MSWD's own primary or self-Insurance shall be called upon to protect it as a named insured.

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

1. MSWD, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 2010 11 85; or both CG 20 10 10 01 and CG 20 37 04 13 (or the 20 10 04 13 (or earlier edition date) specifically naming all of the MSWD parties required in this agreement, or using language that states "as required by contract"). All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to MSWD, its directors, officers, employees, or authorized volunteers.

2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects MSWD, its directors, officers, employees, or authorized volunteers using the ISO CG 20 01 04 13 or coverage at least as broad. Any insurance, self-insurance, or other coverage maintained by the MSWD, its directors, officers, employees, or authorized volunteers shall not contribute to it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to MSWD, its directors, officers, employees, or authorized volunteers.

4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

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

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

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

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

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

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

## GENERAL CONDITIONS

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

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

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

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

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

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

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

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

This work is subject to the State of California "Prevailing Wage Rates". This work is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations (DIR) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work.

Pursuant to SB 854, no contractor or subcontractor may work on a public works project unless registered with DIR for contracts awarded on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are DIR registered. All public works contractors and subcontractors to furnish electronic certified payroll records directly to the Labor Commissioner using the California Division of Labor Standards Enforcement’s online portal.

# EXHIBIT A

## SCOPE OF WORK

### Well 26 Rehabilitation

**A. Services**

Consultant shall perform wire brushing and bailing fill for one day. Perform a post video log to determine the condition of the casing. All fill removed will be placed on the ground at the site. Furnish and install a 16-inch mild steel liner consisting of 220 feet of blank casing and 180 feet of .060” fulflo louvered screen and gravel pack. The gravel pack will be consolidated by running a swab throughout the screened area. Perform the retrofitting of the well pad, electrical and discharge piping. This will include breaking out concrete from the existing pad, excavating, forming, extending the casing and access tube, installing a rebar cage and steel sole plate and pouring a new concrete well pad to achieve 18” above grade. A crane and welder will perform modifications to the existing discharge piping by extending it to meet the new discharge centerline height, new pipe support stands will be installed. Repair the pumping equipment per the recommendations found on the pump inspection report. This will include replacing the bowl assembly with new, matching the design of 600gpm at 480’ tdh per the information provided. Once the repairs have been completed, mobilize a crew and perform installation, start up will then be performed.

# EXHIBIT B



Office
1717 W. Park Ave.
Redlands, CA. 92373
909-390-2833
www.graniteconstruction.com

12/17/2020

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

RE: Well and Pump Repairs

Dear Juan Hernandez ,

We are pleased to present our project estimate for the referenced work to be provided at Well #26.

Perform wire brushing and bailing fill for 1 day. Perform a post video log to determine the condition of the casing. All fill removed will be placed on the ground at the site. Furnish and install a 16 inch mild steel liner consisting of 220 feet of blank casing and 180 feet of .060" ful flo louvered screen and gravel pack. The gravel pack will be consolidated by running a swab throughout the screened area. Perform the retrofitting of the well pad, electrical and discharge piping. This will include breaking out concrete from the existing pad, excavating, forming, extending the casing and access tube, installing a rebar cage and steel sole plate and pouring a new concrete well pad to achieve 18" above grade. A crane and welder will perform modifications to the existing discharge piping by extending it to meet the new discharge centerline height, new pipe support stands will be installed. Repair the pumping equipment per the recommendations found on the pump inspection report. This will include replaceing the bowl assembly with new, matching the design of 600gpm@480' tdh per the information provided. Once the repairs have been completed, mobilize a crew and perform installation. start up will then be performed.

The attached estimate is valid for 30 days and is subject to Layne Terms and Conditions.

Thank you for choosing Layne Christensen Company and giving us the opportunity to be your water resources solution provider.

Sincerely,

Thomas A Hetzel

Tom Hetzel
Account Manager
909-747-8139

# PROPOSAL

**Client:** Mission Springs Water District
**Contact:** Juan Hernandez
**Address:** 66575 Second Street
**City, State, Zip:** Desert Hot Springs, Calif 92240
**Project:** Well and Pump Repairs
**Phone:** 760-329-6448
**Email:** jjhernandez@mswd.org

**Date:** December 17, 2020
**Written By:** Tom Hetzel
**Quote No.:** Pump Base & Related Items
**Phone:** 909-747-8139
**Email:** Tom.Hetzel@gcinc.com
**Project Address:** Well #26
,

| Project Description | Well and Pump Repairs | | | | | |
|---|---|---|---|---|---|---|
| LINE ITEM | Description | Taxable | Qty | U/M | Cost/Ea. | Sub Total |
| 1 | Brush and Bail - 1 Day | | 1 | LS | $5,705.04 | $5,705.04 |
| 1.1 | Post Brush Video | | 1 | EA | $1,237.54 | $1,237.54 |
| 2 | CASING LINER | | | | | |
| 2.1 | 16"x312" mild steel blank casing | T | 220 | FT | $62.08 | $13,656.50 |
| 2.2 | 16"x.312" Flu Flo louvered screen | T | 180 | FT | $114.58 | $20,623.50 |
| 2.3 | 16" mild steel collars | T | 21 | EA | $112.50 | $2,362.50 |
| 2.4 | 16" mild steel SE head | T | 1 | EA | $437.50 | $437.50 |
| 2.5 | 16" casing guides | T | 18 | EA | $18.75 | $337.50 |
| 2.6 | Hanging materials | T | 1 | LS | $187.50 | $187.50 |
| 2.7 | Gravel pack | T | 12 | EA | $231.25 | $2,775.00 |
| 2.8 | Welding materials | T | 1 | LS | $1,333.33 | $1,333.33 |
| 2.9 | Freight | | 1 | LS | $2,500.00 | $2,500.00 |
| 2.1 | Shop - Prep liner | | 1 | LS | $1,961.53 | $1,961.53 |
| 2.11 | Install Liner, install gravel, swab and bail | | 1 | LS | $18,556.50 | $18,556.50 |
| 3 | WELL PAD AND DISCHARGE LINE RETROFITTING | | | | | |
| 3.1 | Demo, Install New Concrete Pad, Discharge Pipe and Electrical Modifications | | 1 | LS | $20,090.60 | $20,090.60 |
| 3.2 | Sole Plate | T | 1 | EA | $562.50 | $562.50 |
| 3.3 | Cable, Conduit, Lugs and Boot Kit | T | 1 | LS | $1,218.75 | $1,218.75 |
| 3.4 | Rebar | T | 1 | LS | $187.50 | $187.50 |
| 3.5 | Casing and Pipes | T | 1 | LS | $312.50 | $312.50 |
| 3.6 | Concrete | T | 1 | LS | $1,250.00 | $1,250.00 |
| 3.7 | Pipe Stands | T | 3 | EA | $93.75 | $281.25 |
| 3.8 | Welding and Cutting Materials, Touch Up Paint, Etc | T | 1 | LS | $500.00 | $500.00 |
| 4 | PUMP REPAIRS AND INSTALLATION | | | | | |
| 4.1 | Shop Labor | | 1 | LS | $2,633.00 | $2,633.00 |
| 4.2 | Goulds 10RJMC-13 Bowl Assembly 600gpm@480tdh | T | 1 | EA | $12,518.88 | $12,518.88 |
| 4.3 | 8"x20' T&C Column Pipe | T | 12 | EA | $560.00 | $6,720.00 |
| 4.4 | 8"x10' T&C Column Pipe | T | 1 | EA | $308.00 | $308.00 |
| 4.5 | 8"X3' TBE Column Nipple | T | 1 | EA | $206.67 | $206.67 |
| 4.6 | 2-1/2"X1-1/2"x20' Tube and Shaft Assemblies | T | 12 | EA | $560.00 | $6,720.00 |
| 4.7 | 2-1/2"x1-1/2"x10' Tube and Shaft Assemblies | T | 1 | EA | $308.00 | $308.00 |
| 4.8 | 1-1/2" 10TPI Shaft Couplings | T | 2 | EA | $10.67 | $21.33 |
| 4.9 | 8"x2-1/2" BWS | T | 6 | EA | $20.00 | $120.00 |
| 4.1 | 2-1/2" Head Tube | T | 1 | EA | $73.33 | $73.33 |
| 4.11 | 1-1/2" Head Shaft | T | 1 | EA | $513.33 | $513.33 |
| 4.12 | Bronze Bushing | T | 1 | EA | $53.33 | $53.33 |
| 4.13 | 1/4" SS Airline w/ Gauge Assembly | T | 1 | EA | $746.67 | $746.67 |
| 4.14 | SS Banding, Buckles, Gasket, Bolting, etc | T | 1 | EA | $166.67 | $166.67 |
| 4.15 | Thrust Bearing and Turbine Oil | T | 1 | EA | $240.00 | $240.00 |
| 4.16 | 10"X8" Column Bushing | T | 1 | EA | $466.67 | $466.67 |
| 4.17 | Freight | | 1 | LS | $2,666.67 | $2,666.67 |
| 4.18 | SandBlasting | | 1 | LS | $333.33 | $333.33 |
| 4.19 | Motor Repairs | | 1 | LS | $2,133.33 | $2,133.33 |
| 4.2 | Install Pump | | 1 | LS | $7,128.01 | $7,128.01 |
| 4.21 | Start Up | | 1 | LS | $1,396.37 | $1,396.37 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| | | |
|---|---|---|
| | Sub-Total | $141,550.63 |
| 7.75% | Sales Tax | $5,828.68 |
| | **Total** | **$147,379.31** |

**Additional Terms and Conditions**

1 Price based on attached Layne terms and conditions.
2 By signing below, Client acknowledges reciept of Layne T&C's and Well Rehab Notice.
3 **Price is based on good ingress and egress to site.**
4 **Price based on standard wage rates**
5 **If approved, sign and return**

Prices are good for 30 days from date of proposal

**Layne Christensen Company**

Thomas A Hetzel 12/17/2020
DATE

**Mission Springs Water District**

Date

Thank you for the opportunity to be your water resource solution.

Office
1717 W. Park Ave.
Redlands, CA. 92373
909-390-2833
www.graniteconstruction.com

12/17/2020

# Well Rehabilitation or Repair Notice:

**Liability Notice:**

Water well rehabilitation or well repair may require the use of strong chemical agents and/or mechanical techniques that impart higher than normal stresses on the well. This is necessary to effectively repair the well casing or disperse and distribute the chemicals to breakdown any mineral build up, bio-fouling or encrustation. Layne will use standard industry practices available to repair or rehabilitate the well; however, it is possible due to poor construction practices, poor construction materials, pre-existing conditions, etc. that damage may occur. Impairment is very unlikely, and rarely occurs, but should such events such as gas production, increased sand production, reduced capacity, casing damage, surface subsidence, water quality changes or complete well failure occur, Layne Christensen will not be held liable for any damage due to these repair or rehabilitation processes.

Thomas A Hetzel

Tom Hetzel
Account Manager
909-747-8139

## TERMS AND CONDITIONS

**LIABILITY OF CONTRACTOR:** *Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.*

**INSURANCE:** Contractor shall provide workers' compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

**REIMBURSABLE COST:** In addition to the hourly charge provided on the face of this contract, Purchaser will reimburse Contractor for travel and living expenses necessarily incurred by the Contractor in the performance of the work, minor incidental expenses such as overnight mail, telephone and petty cash expenditures necessarily incurred, cost of removal of all debris if so directed by Purchaser, sales, consumer, use and similar taxes required by law and the cost of permits and all licenses necessary for the execution of the work. The foregoing costs shall be billed at actual cost plus fifteen percent (15%) unless otherwise agreed upon.

**PRICE ADJUSTMENT:** Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect at time of shipment in accordance with Contractor's current escalation policies or as specifically covered in this contract.

**TERMS:** Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one and one-half percent (1-1/2%) per month (eighteen percent (18%) per annum) unless a lower charge is required under applicable law, in which case the lower rate shall apply. Purchaser agrees to pay all collection fees, attorneys' fees and costs incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

**MATERIAL SHORTAGES AND COST INCREASES:** If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

**DELAYS:** If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

**CHANGED CONDITIONS:** The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

**ESCALATION:** This contract is made with the understanding that Contractor will be able to begin and continuously proceed with its work on or before the proposed start date on the reverse side hereof. In the event Contractor is unable to commence its work on or before said date because the project is not ready for Contractor's work, Contractor will charge Purchaser the amount of increase in Contractor's cost attributable to such delay, plus Contractor's normal overhead percentage.

**GUARANTEE AND LIABILITY:** Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for: work done, material or equipment furnished or repairs or alterations made by others.

*For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.*

**TITLE AND OWNERSHIP:** In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

**DELIVERY:** Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

**INDEMNIFICATION:** *Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.*

**INTERPRETATION:** This contract shall be governed by and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions herein (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this contract shall be valid and enforceable to the fullest extent permitted by law.

**ASSIGNMENT & SUBLETTING:** Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated, without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

**MISCELLANEOUS:** The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals, offers, and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revisions of any provisions herein or any additional provisions contained in any purchase order, acknowledgment, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.

# EXHIBIT C

## Term, Early Termination & Notice

### Well 26 Rehabilitation

**A. Term of Agreement**

This professional services agreement shall be effective upon approval by the parties thereof and shall expire upon (6) six months from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between the Mission Springs Water District and Layne Christensen Company for Well 26 Rehabilitation 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 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 Layne Christensen Company.

**OWNER**

Attn: Bassam Alzammar
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

**CONSULTANT**

Attn: Tom Hetzel
Layne Christensen Company
1717 Park Avenue
Redlands, CA 92373

# AGENDA STAFF REPORT

## REGULAR BOARD MEETINGS OF JANUARY 14 & 19, 2021

**FROM:** **General Manager** _____

**BY:** **Director of Engineering and Operations** _____

**FOR:** ☑ **ACTION** ❒ Direction ❒ Information

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**CONTRACT AGREEMENT WITH AECOM FOR BIDDING PERIOD SUPPORT SERVICES FOR THE REGIONAL WATER RECLAMATION FACILITY**

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### STAFF RECOMMENDATION

Authorize the General Manager to negotiate and execute a contract with AECOM for a not to exceed amount of $135,000.00 for bidding period support services of the Regional Water Reclamation Facility (RWRF) Project.

### SUMMARY

The RWRF is a vital component in expanding the District's wastewater treatment capacity. With the RWRF final design nearing completion this month, staff is preparing for the bidding phase. During the bidding phase, staff will need technical support from the design consultant AECOM. AECOM's technical support services include updating the specifications to meet SRF funding requirements, obtaining firm pricing from the sole source vendors, preparing a qualifications questionnaire as part of the bid documents, attending pre-bidding meeting with prospective bidders, preparing responses to technical queries, preparing any addenda to the plans and specifications as needed, and evaluating contractor qualifications and bids, with a recommendation for award.

### ANALYSIS

Staff typically contracts with the design consultant for bidding period support services. Due to the large and complex nature of the RWRF project, the services required are much greater in scope and reach. In addition, staff will require technical support in the evaluation of contractor qualifications and bids to ensure they meet all project requirements.The proposed contract will be structured on a time and materials basis to limit costs to only services provided.

### FISCAL IMPACT AND STRATEGIC PLAN IMPLEMENTATION

This project is included in the current fiscal year capital budget and requested amounts are within the approved project budget. The RWRF project is consistent with the 2017 Strategic Plan, more specifically Strategic Goal # 2 – Infrastructure (No. 1, Priority A).

### ATTACHMENT(S)

Contract Agreement

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

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

TO: **AECOM Technical Services, Inc.**
**999 Town and Country Road**
**Orange, CA 92868**

DATE: _____

TITLE: **Mission Springs Water District Regional Water Reclamation Facility Project Bidding Period Support Services**

The undersigned Consultant agrees to furnish the following:

**All Work/Services per the attached Exhibit A – Proposal and Scope of Services, and in accordance with Exhibit B – Rate and Fee Schedule, as provided by AECOM Technical Services, Inc., and per Exhibit C – Term, Early Termination & Notice**

Contract price $: Not to Exceed $135,000.00

Term: Six (6) months from the effective Agreement DATE above

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

| Accepted: | Consultant: |
|---|---|
| Mission Springs Water District | AECOM Technical Services, Inc. (Business Name) |
| By: _____ | By: _____ |
| Arden Wallum | |
| Title General Manager | Title _____ |
| Other authorized representative(s): | Other authorized representative(s): |
| Danny Friend | |
| Dir. of Engineering and 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

1. General liability - coverage of not less than two million ($2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage; ($4,000,000 general and products-completed operations aggregate (if used)).

2. Auto liability - One million dollars $1,000,000 for bodily injury and property damage each accident limit.

3. Workers' compensation (statutory limits) and employer's liability ($1,000,000) (if applicable).

**Required Provisions –**

- The general liability coverage shall give Mission Springs Water District, its directors, officers, employees (collectively the District), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 2010 1185 or **both** CG 20 10 plus CG 20 37 if a later editions is used) specifically naming the Mission Springs Water District, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- The general liability coverage is to state or be endorsed (with as broad as ISO endorsement CG 20 01 04 13) to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Mission Springs Water District, its directors, officers, employees, or authorized volunteers shall not contribute to it".

- Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by Mission Springs Water District.

- The coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.

- In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

f. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to Mission Springs Water District at least ten (10) days prior to the expiration date.

g. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other Authorized Representative(s)."

h. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.

i. Professional permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state and federal regulations and statutes including but not limited to Cal/OSHA requirements.

j. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Mission Springs Water District. Consultant's "Authorized Representative(s)" has (have) the authority to execute such written change for Consultant.

k. Unless otherwise agreed upon in writing, all reports, documents, or other written material, including any documents, images, photographs, video files, or other media created or developed by Consultant as part of the services required hereunder ("Written Products") shall be considered to be "works made for hire", and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and all other proprietary rights, shall be and remain the property of Mission Springs Water District without restriction or limitation upon their use, duplication or dissemination by Mission Springs Water District, except as otherwise provided herein. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.

l. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.

m. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to the Consultant by the Mission Springs Water District or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of an Authorized Representative during the term of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement

n. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Mission Springs Water District or the Authorized Representative. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of service. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, Consultant shall provide access to such books and records to the Authorized Representative or his or her designees, and shall give the Authorized Representative or his or her designees the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.

o. This Agreement is personal to the Consultant. Any attempt to assign or subcontract any right or obligation hereunder by the Consultant shall be void unless approved in writing in advance by the Authorized Representative. Consultant's services pursuant to this Agreement shall be provided by the representative or directly under the supervision of the representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Mission Springs Water District, by and through the Authorized Representative

p. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement

q. Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of Interest laws, including, but not limited to, the Political Reform Act (California Government Code Sections 81000, et seq.) and California Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the prior written approval of the Authorized Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

r. A waiver by the Mission Springs Water District of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

s. The Consultant shall commence, carry on, and complete all required tasks with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry standards.

t. No Third Party Beneficiaries. The Mission Springs Water District shall not be obligated or liable under this Agreement to any party other than the Consultant.

u. In no event shall the making by the Mission Springs Water District of any payment to the Consultant constitute or be construed as a waiver by the Mission Springs Water District of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Mission Springs Water District while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Mission Springs Water District with regard to such breach or default.

v. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive from the losing Party all costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' and experts' fees paid or incurred in good faith.

w. In the performance of the work required by this Agreement, Consultant shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the local County and Municipal Code, ordinances, regulations and policies.

x. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

y. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be the Superior Court of Riverside County, California.

z. This Agreement represents the entire Agreement between the Mission Springs Water District and Consultant with respect to the subject matter hereto and supersedes all prior oral or written negotiations, representations or agreements. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns. In the event of any inconsistency between the provisions of this Agreement and Consultant's proposal or Quote, and Exhibits hereto, the provisions of this Agreement shall control.

aa. Precedence of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

bb. Consultant will act hereunder as an independent contractor. This agreement shall not and is not intended to constitute Consultant as an agent, servant, or employee of the Mission Springs Water District and shall not and is not intended to create the relationship of partnership, joint venture or association between the Mission Springs Water District and Consultant.

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

AECOM Imagine it. Delivered.

# EXHIBIT A

AECOM
999 Town and Country Road
Orange, CA 92868
www.aecom.com

December 10, 2020

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

Subject: West Valley Water Reclamation Facility
Bidding Period Services

Dear Steve,

AECOM proposes to provide final bid document preparation, pre-qualification and pre-negotiation support and bidding period assistance for the West Valley Water Reclamation Facility. We understand that this will be a new engineering agreement and will support you to develop the new document.

Our scope of services includes updating specifications to meet SRF funding requirements. AECOM will support the District in contacting and obtaining firm pricing from the sole source vendors. We will prepare a qualifications questionnaire for Contractors to be included in the Bid Document. AECOM will address queries received from Bidders and other interested parties throughout the Bid Period and prepare addenda as necessary. Our services include evaluation of contractor qualifications and bids, with a recommendation for award. The draft scope is enclosed as Exhibit A of the new Agreement.

AECOM proposes to complete the Scope of Work on a Time and Materials basis. Bidding period service activities cannot be fully quantified, because much of the effort will be in response to queries by prospective Bidders and suppliers. Evaluation of qualifications and bids will depend on the number of Bidders. An estimate of hours by discipline is based on previous projects of comparable scope.

We are requesting a budget of $135,000 to cover these tasks. Table 1 outlines the tasks and estimated labor hours anticipated over the 4-month project period, and costs are estimated in accordance with rates and terms outlined in the rate schedule. Our current Labor Rate Schedule (October 2020) is attached as Exhibit B. Our subcontractor for architectural services will be involved in several aspects of the Bid Period, and we have shown an estimate of $2,000 for this effort.

AECOM will invoice the District monthly. AECOM will not exceed the cost estimate without receiving prior approval from the District.

Please contact me for further information at 714-270-5939.

Sincerely,

AECOM Technical Services, Inc.

Nicholas B. Cooper, P.E.
Vice President

Cc: Alex Franchi

# EXHIBIT A

# SCOPE OF SERVICES

This project will provide procurement services for the West Valley Water Reclamation Facility, from pre-negotiation through bidding period services. There are several elements required for procurement of a construction contractor and equipment suppliers. Several are required before the project is advertised and several during the bid period.

1. Project Management
2. Pre-qualification and pre-negotiation
3. Final Bidding Documents preparation
4. Bid Period Services

## Task 1 - Project Management

AECOM (herein referred to as Consultant or AECOM) will provide the following project management tasks during the project.

### 1.1 Project Management and QA/QC Coordination

This task includes coordination with the District and the project team, and quality control review. Overall project management for improvements design duration, which includes supervision of in-house staff, planning and monitoring of budget and schedule, and coordination with the District and its Program Manager, will be conducted by the Project Manager.

### 1.2 Coordination Meetings

Up to three (3) virtual coordination meetings will be held throughout the Pre-negotiation and Bidding Period. The meetings will be held to coordinate and review efforts on the various tasks. AECOM will prepare meeting minutes as necessary.

## Task 2 – Pre-negotiation and Pre-qualification Services

### 2.1 Pre-negotiation with Suppliers

Contact sole source vendors for the following equipment items and request letters with firm fixed pricing that they will offer to the Bidders. AECOM will help prepare example letters for issuance to the vendors.

Grit Removal System: Head Cell by Hydro International
Belt Filter Press: BDP Industries
Belt Conveyor: Serpentix Conveyor Corporation

Consultant will confirm with the selected Bidder that the stated price was incorporated in their Bid Proposal.

2.2 Prequalification of Contractors

Prepare prequalification questionnaires for the bid package, to provide requirements for qualification of Contractors. This will be used for evaluation of Bidders to help the District determine the capacity and capability of the selected contractor.

### Task 3 – Bid Period Services

3.1 Finalize Bid Documents

Complete technical specifications and assist in development of Contract Documents compatible with State Revolving Fund (SRF) requirements. This will include Buy American clauses and forms required to meet SRF funding standards. Coordinate front-end documents with the District's purchasing and legal agents as requested. Technical specifications will be revised where required.

3.2 Communications - Bidders Comments

Assist the District with responding to bidder's questions throughout the bidding period. Each comment will be evaluated for a response and determine need for an addendum item. All comments and requests for clarification will be answered, for issuance by the District.

3.3 Prepare Addenda and Document Modifications

Assist the District with modifications to the bid documents and preparing contract addenda. Final addendum will be issued no later than five working days prior to the scheduled bid opening. Consultant will compile technical responses and addenda. It is assumed a maximum of three (3) addenda will be prepared.

3.4 Pre-Bid Conference

Attend pre-bid conference and job-site tour scheduled and coordinated by the District. Consultant will prepare meeting summary including items discussed at the pre-bid conference, to be issued by the District to Planholders.

3.5 Evaluation of Bids and Recommendation for Award

Review the bids received by the District to identify responsive and responsible bidders. Review qualifications questionnaires and Bid Proposals. Provide recommendation for award and tabulate bids.

3.6 Conform Documents

Conform design documents to incorporate addenda items and provide conformed pdf files for issuance to contractor after award.

## ASSUMPTIONS

AECOM has prepared this proposal based on the following assumptions:

- The Bid Period is limited to six weeks duration.
- SRF support documentation for approval of funding is not included.
- All written communications with prospective Bidders will be by the District.
- Addenda format and distribution of addenda will be provided by the District.
- Addressing Contractor protests is not included in these services.

A cost and/or schedule adjustment may be necessary if changes to these assumptions occur during the Project.

## SCHEDULE

Document preparation for advertising will be completed in 4 weeks. Additional time for District legal staff and administration is not included. Support during the Bid Period will be on the District's schedule. Recommendation for award will be completed within 10 days following receipt of bid documents from the District. Conformed documents will be completed within 4 weeks following authorization of this task by the District.

**Safety:** Consultant shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, including safety precautions and procedures, as these are solely the responsibility of the construction contractor. Consultant shall not have the authority to stop the work of the construction contractor. In no event shall Consultant be liable for the acts or omissions of any construction contractors, their subcontractors, any of their agents or employees, or any other persons or entities performing any work related to this project, or for the failure of any them to carry out construction work under contract with the District.

**Opinions of Construction Cost:** Any Opinion of Construction Cost prepared by Consultant represents its judgment as a design professional and is supplied for the general guidance of District. Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions.

**Hazardous Materials:** Notwithstanding anything in this Agreement, Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure to persons to hazardous materials in any form, at the Project Site.

# AECOM
# 2021 FEE SCHEDULE FOR PROFESSIONAL SERVICES
## Effective October 1, 2020

| | Hourly Billing Rate |
|---|---|
| **Engineers, Planners, Architects, Scientists:** | |
| Intern | $ 67.00 |
| Technician | $ 88.00 |
| Engineer I/ Specialist I | $ 102.00 |
| Engineer II/ Specialist II | $ 118.00 |
| Engineer III/ Specialist III | $ 134.00 |
| Engineer IV | $ 144.00 |
| Engineer V | $ 160.00 |
| Engineer VI | $ 175.00 |
| Engineer VII | $ 191.00 |
| Engineer VIII | $ 206.00 |
| Project Manager I/ Senior Engineer I | $ 216.00 |
| Project Manager II/ Senior Engineer II | $ 232.00 |
| Project Manager III/ Senior Engineer III | $ 247.00 |
| Project Manager IV/ Senior Engineer IV | $ 265.00 |
| Principal | $ 275.00 |
| **Construction Administration Personnel:** | |
| Resident Project Representative | $ 143.00 |
| Senior Resident Project Representative | $ 167.00 |
| Resident Engineer | $ 204.00 |
| Construction Services Manager | $ 258.00 |
| **Technical Support Staff:** | |
| Clerical/ General Office | $ 88.00 |
| Administrative Specialist | $ 107.00 |
| Drafter/ CADD Technician | $ 90.00 |
| Assistant CADD Operator | $ 111.00 |
| Designer/ CADD Operator | $ 126.00 |
| Senior Designer/ Design CADD Operator | $ 146.00 |
| Design/ CADD Supervisor | $ 165.00 |

**Direct Project Expenses**

| | |
|---|---|
| Subcontracted or Subconsultant Services / Reproduction | Cost + 5% |

*Fee schedule is subject to change annually, upon mutual agreement. Rates for additional classifications not identified above will be submitted to the client for approval prior to work on a task order.*

2020 AECOM FEES (Eff 10-1-20).docx

Table 1. Bid Period Engineering Services

| SubTask | Description | Project Manager IV/ Senior Engineer IV (Cooper) | Project Manager III/ Senior Engineer III (Franchi, Kuang, Randall, Wah) | Engineer VIII (R. Siu) | Engineer IV (O. Nino) | Engineer III/ Specialist III (D. LaFrance) | Engineer IV (D. Ambartsumyan) | Engineer V (N. Ubario) | Engineer I/ Specialist I (D. Mejia) | Senior Designer/ Design CADD Operator(D. Ghilarducci, M. Frank) | Designer/ CADD Operator (T. Nguyen) | Assistant CADD Operator (Dekane) | Administrative Specialist | Total | Labor Cost | Subcontractors | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | $265 ($/hr) | $247 ($/hr) | $232 ($/hr) | $144 ($/hr) | $144 ($/hr) | $144 ($/hr) | $144 ($/hr) | $118 ($/hr) | $165 ($/hr) | $146 ($/hr) | $111 ($/hr) | $107 ($/hr) | | | | |
| | | | Electrical/ I&C / Structural | Plumbing | HVAC | Civil | Structural | Electrical | Process Mechanical | Civil/ Mechanical | Structural | Electrical | Administrative | (hr) | | Architectural | |
| **Project Management** | | | | | | | | | | | | | | | | | |
| 1.1 | Project Administration | 8 | 16 | | | | | | | | | | | 24 | $6,072 | | $6,072 |
| 1.2 | Meetings | 8 | 12 | | | 8 | | | 8 | | | | | 36 | $7,180 | | $7,180 |
| **Prequalification Services** | | | | | | | | | | | | | | | | | |
| 2.1 | Prequalification Documents | 16 | 8 | | | | | | 16 | | | | 4 | 44 | $8,532 | | $8,532 |
| 2.2 | Prenegotiations with Vendors | 16 | 8 | | | | | | 24 | | | | 4 | 52 | $9,476 | | $9,476 |
| **Bidding Services** | | | | | | | | | | | | | | | | | |
| 3.1 | Revise Specifications | 16 | 20 | | | 8 | | | 8 | | | | 8 | 60 | $12,132 | | $12,132 |
| 3.2 | Bid Period Support - Communications | 40 | 32 | | 4 | 16 | 16 | 24 | 8 | | | | | 140 | $28,088 | | $28,088 |
| 3.3 | Addenda Preparation and Document Modifications | 16 | 12 | 4 | 4 | 16 | 8 | 24 | 32 | 16 | 16 | 8 | 16 | 172 | $26,972 | | $26,972 |
| 3.4 | Prebid Conference | 4 | 8 | | | 4 | | | 4 | | | | 4 | 24 | $4,512 | | $4,512 |
| 3.5 | Evaluation of Bids and Recommendation for Award | 8 | 8 | | | | | | 16 | | | | 4 | 36 | $6,412 | | $6,412 |
| 3.6 | Conformed Documents | 8 | 8 | 4 | 4 | 16 | 8 | 16 | 16 | 32 | 16 | 8 | 16 | 152 | $23,464 | $2,100 | $25,564 |
| | Total | 140 | 132 | 8 | 12 | 68 | 32 | 64 | 132 | 48 | 32 | 16 | 56 | 740 | $132,840 | $2,100 | $134,940 |

# EXHIBIT C

## Term, Early Termination & Notice

## Mission Springs Water District Regional Water Reclamation Facility Project Bidding Period Support Services

### A. Term of Agreement

This professional services agreement shall be effective upon approval by the parties thereof and shall expire six (6) months from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between the District and AECOM Technical Services, Inc. for Mission Springs Water District Regional Water Reclamation Facility Project Bidding Period Support Services in force prior to the effective date of this agreement.

### A. 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.

### B. Notice

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

**OWNER**

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

**CONSULTANT**

AECOM Technical Services, Inc.
999 Town and Country Road
Orange, CA 92868

# AGENDA STAFF REPORT

## REGULAR BOARD MEETINGS OF JANUARY 14 & 19, 2021

**FROM:** **General Manager** _____

**BY:** **Director of Administrative Services** _____

**FOR:** ☑ **ACTION** ❒ Direction ❒ Information

---

**ACCEPT AUDITED FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2020**

---

**STAFF RECOMMENDATION**

Review and accept the audited financial statements as presented by Rogers, Anderson, Malody & Scott, LLP (RAMS), District auditors, for the Year Ended June 30, 2020.

**SUMMARY**

The annual audit has been completed by RAMS and is ready for acceptance by the Board. Upon acceptance, District staff will distribute to all interested parties required under state law, debt agreements, etc.

**ANALYSIS**

The Financial Statement audit is now complete for the year ended June 30, 2020. An annual financial statement audit is required by the California Water Code and submitted to the State Controller's Office. A Draft of the audits will be presented by RAMS, and, upon acceptance, final, bound copies will be distributed.

**FISCAL IMPACT**

None directly, although these financial statements will be used as indicators of the District's financial performance in many financial transactions.

**ATTACHMENT(S)**

Draft Audit Report

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# *Mission Springs Water District*

## *Desert Hot Springs, California*

**Basic Financial Statements**

For the fiscal year ended June 30, 2020

Prepared by:
Finance Department

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**Financial Section**

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*Independent Auditor's Report*

Members of the Board of Directors
Mission Springs Water District
Desert Hot Springs, California

**Report on the Financial Statements**

We have audited the accompanying financial statements of the Mission Springs Water District (District) as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the State Controller's *Minimum Audit Requirements for California Special Districts*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.

Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the District as of June 30, 2020, and the changes in net position and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America, as well as accounting systems prescribed by the California State Controller's office and state regulations governing special districts.

***Other Matters***

*Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and other required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated January xx, 2021 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California
January xx, 2021

The following Management's Discussion and Analysis (MD&A) provides an overview of the financial performance and activities of the Mission Springs Water District (District) for the fiscal years ended June 30, 2020. We encourage readers to consider the information presented here in conjunction with the basic financial statements and related notes, which follow this section.

## Overview of the Basic Financial Statements

The District is a utility enterprise and presents its financial statements using the economic resources measurement focus and the full accrual basis of accounting. The District's basic financial statements include the statement of net position, statement of revenues, expenses and changes in net position and statement of cash flows. The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data.

The statement of net position presents information on all the District's assets and deferred outflows of resources and liabilities and deferred inflows of resources, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of revenues, expenses and changes in net position presents information showing how the District's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are recognized on the accrual basis.

The statement of cash flows is related to the other financial statements by the way it links changes in assets and deferred outflows of resources and liabilities and deferred inflows of resources to the effect on cash and cash equivalents over the course of the fiscal year.

The notes to the financial statements provide useful information regarding the District's significant accounting policies, and they explain significant account balances and activities, certain material risks, obligations, commitments, contingencies and subsequent events, if any.

## Financial Highlights

- The assets and deferred outflows of resources of the District exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by $154,381,901 (net position). Of this amount, $35,229,305 represents unrestricted net position, which represents net position available for to be designated by the board.

- The District's total net position increased $6,834,711 from the prior fiscal year mainly attributable to xxxxxxxxxxxxxx.

## Financial Analysis of the District

The statement of net position and the statement of revenues, expenses and changes in net position report provide an indication of the District's financial health. It provides a basis for evaluating the capital structure and assessing the liquidity and financial flexibility of the District.

The following tables summarize the District's financial condition and the changes in its net position for the past two years.

### Statements of Net Position

**Consolidated Statements of Net Position**

| | June 30 | | Change | |
|---|---|---|---|---|
| | 2020 (in thousands) | 2019 (in thousands) | Dollars (in thousands) | Percentage |
| **Assets** | | | | |
| Current and other noncurrent assets | $ 48,055 | $ 47,679 | $ 376 | 1% |
| Restricted assets | 303 | 303 | - | 0% |
| Capital assets, net | 127,840 | 121,936 | 5,904 | 5% |
| Total assets | 176,198 | 169,918 | 6,280 | 4% |
| **Deferred outflows of resources** | 2,494 | 2,238 | 256 | 11% |
| **Liabilities** | | | | |
| Current liabilities | 7,831 | 8,221 | (390) | -5% |
| Noncurrent liabilities | 15,756 | 15,807 | (51) | 0% |
| Total liabilities | 23,587 | 24,028 | (441) | -2% |
| **Deferred inflows of resources** | 723 | 581 | 142 | 24% |
| **Net position** | | | | |
| Net investment in capital assets | 118,850 | 109,194 | 9,656 | 9% |
| Restricted | 303 | 303 | - | 0% |
| Unrestricted | 35,229 | 38,050 | (2,821) | -7% |
| Total net position | $ 154,382 | $ 147,547 | $ 6,835 | 5% |

As shown above, the District's total assets exceeded liabilities and deferred inflows of resources by $154.3 million and $147.5 million as of June 30, 2020 and 2019, respectively, an increase in net position of $6.8 million between 2020 and 2019.

## Statements of Revenues, Expenses and Changes in Net Position

The statement of revenues, expenses and changes in net position provide information on the nature and sources of these changes. For the fiscal years ended June 30, 2020 and 2019, the District's net position increased by $6.8 million and $4.7 million, respectively, as shown by the table below.

### Condensed Statements of Revenues, Expenses and Changes in Net Position

| | June 30 | | Change | |
|---|---|---|---|---|
| | 2020 (in thousands) | 2019 (in thousands) | Dollars (in thousands) | Percentage |
| **Operating revenue** | | | | |
| Sales | $ 7,559 | $ 9,301 | $ (1,742) | -19% |
| Services | 9,549 | 5,963 | 3,586 | 60% |
| Other operating revenue | 1,678 | 1,490 | 188 | 13% |
| Total operating revenue | 18,786 | 16,754 | 2,032 | 12% |
| **Total operating expenses** | 17,002 | 15,712 | 1,290 | 8% |
| Operating income | 1,784 | 1,042 | 742 | 71% |
| Property taxes and special assessments | 2,645 | 2,846 | (201) | -7% |
| Investment earnings, other | 1,258 | 1,062 | 196 | 18% |
| Grants | 1,755 | 118 | 1,637 | 1387% |
| Net nonoperating revenues | 5,658 | 4,026 | 1,632 | 41% |
| Interest expense | 626 | 665 | (39) | -6% |
| Other | 59 | 17 | 42 | 247% |
| Net nonoperating expenses | 685 | 682 | 3 | 0% |
| Income before contributions | 6,757 | 4,386 | 2,371 | 54% |
| Capital contributions | 78 | 293 | (215) | -73% |
| Change in net position | 6,835 | 4,679 | $ 2,156 | 46% |
| Net position, beginning of year | 147,547 | 142,868 | | |
| Net position, end of year | $ 154,382 | $ 147,547 | | |

*Operating Revenues*

Fiscal year 2018/19 saw a significant increase in producers' pre-purchases of untreated water for cyclic storage, increasing the District's water sales by 17,100 acre feet or about $14.34 million. Treated water sales also increased during this period by about 1,200 acre feet, providing $1.49 million in additional revenues. However, during fiscal year 2019/20, producers significantly scaled back on their water purchases for cyclic storage, decreasing untreated water revenues by $5.39 million.

*Nonoperating Revenues/Expenses and Capital Contributions*

Total Nonoperating revenues increased by $2.13 million over the prior year. Total property taxes received decreased by $.27 million. The assessed values within the District's service area experienced a 6.1% increase over the prior year and the Board voted to reduce the State Water Project Debt Service Tax rate by one cent to $.1425/$100 of Assessed Value. Successor Agency Pass through Payments increased by $.17 million over the prior year. Interest income increased over the prior year by $.82 million and Grant income.

*Operating Expenses*

The District purchases imported water from MWD and sets its rates based on MWD's prevailing rates.

During fiscal year 2018/19, the producers ramped up their pre-purchases of untreated water for cyclic storage but subsequently scaled them back down during fiscal year 2019/20, decreasing untreated water purchases by 7,800 acre feet or $3.75 million.

The safer-at-home restrictions in place resulted in the cancellation or postponement of various water conservation events and projects, decreasing programs costs for fiscal year 2019/20.

**Capital Asset Administration**

The District's investments in capital assets, net of accumulated depreciation, as of June 30, 2020 and June 30, 2019 were as follows.

| | June 30 | | Change | |
|---|---|---|---|---|
| | 2020 (in thousands) | 2019 (in thousands) | Dollars (in thousands) | Percentage |
| Land and other land rights | $ 1,376 | $ 1,376 | $ - | 0% |
| Construction in progress | 16,480 | 11,847 | 4,633 | 39% |
| Building and improvements | 4,281 | 672 | 3,609 | 537% |
| Utility plant | 103,826 | 106,483 | (2,657) | -2% |
| Furniture and equipment | 871 | 1,042 | (171) | -16% |
| Other assets | 1,006 | 517 | 489 | 95% |
| Net capital assets | $ 127,840 | $ 121,937 | $ 5,903 | 5% |

For more information regarding the District's capital assets, please refer to note 3 of the notes to financial statements.

## Categories of Net Position

The District is required to present its net position in three categories: Net investment in Capital Assets, Restricted, and Unrestricted.

Net Investment in Capital Assets

At June 30, 2020, the amount the District had invested in capital assets, net of related debt was $118.9 million. This balance was obtained by combining Construction in Progress of $16.5 million with Capital Assets in Service, net of Accumulated Depreciation of $111.4 million and minus long-term liabilities of $9.0 million.

Restricted Net Position – Debt Reserve

The District has restricted net position of $302.5 thousand, which consists of debt reserve fund required by a project finance agreement with the California State Water Resources Control Board.

Unrestricted Net Position

The District had unrestricted Net Position of $35.2 million at June 30, 2020. The Board of Directors has designated $28.4 million of unrestricted net position to capital reserve for the future replacement, and major repairs, of infrastructure of the District. The board has also designated $150 thousand of unrestricted net position for the purpose of self-insuring the District against any claims made against the District.

## Long-term Liabilities

| | June 30 | | Change | |
|---|---|---|---|---|
| | 2020 (in thousands) | 2019 (in thousands) | Dollars (in thousands) | Percentage |
| Special Assessment Bond - Assessment District #4 | $ 12 | $ 16 | $ (4) | -25% |
| Special Assessment Bond - Assessment District #7 | 70 | 81 | (11) | -14% |
| COP - U.S. Department of Agriculture - 2001 | 253 | 261 | (8) | -3% |
| Installment sale agreement - City National Bank - 2017 | 1,717 | 1,952 | (235) | -12% |
| Installment sale agreement - Holman Capital Corporation | 242 | 256 | (14) | -5% |
| SWRCD - Assessment District #12, Phase IV | 3,611 | 3,829 | (218) | -6% |
| Installment sale agreement - City National Bank - 2013 | 945 | 996 | (51) | -5% |
| Installment sale agreement - BBVA Compass Bank - 2014 | 2,139 | 2,247 | (108) | -5% |
| Total long-term liabilities | $ 8,989 | $ 9,638 | $ (649) | -7% |

For more information regarding the District's long-term liabilities, please refer to note 5 of the notes to financial statements.

## Water Rates and Other Charges

On June 5, 2019, the Board of Directors approved the water rates and charges for the different classes of water effective January 1, 2020. Please refer to page 51 of the statistical section for the District's water rates for the last ten fiscal years. The Board of Directors also approved the adoption of a water standby or availability of service charge at $10 per acre of land or $10 for each parcel of land less than an acre within the District's service area. This charge generated about $2.07 million in revenues.

## Conditions Affecting Current Financial Position

Signs of the COVID -19 pandemic first appeared in California in February 2020. Shortly after that, Governor Newsom issued a statewide safer-at-home order for all residents in response to the pandemic. While water utility services are considered essential and exempt from the Governor's order, the District, in an abundance of caution, immediately began transitioning staff to a teleworking schedule with minimal disruption in essential service delivery. However, the safer-at-home restrictions, still in effect through the end of the fiscal year, caused the cancellation of planned events and projects that involve face-to-face encounters.

Initial studies warned of significant revenue and cost impacts to water utilities across the country in terms of lost sales from non-residential customers, rise in delinquencies due to rising unemployment, as well as higher expenses related to operational actions taken in response to the pandemic. To date however, the District has not seen any significant impacts of the pandemic on its major revenue sources - water sales, standby charge, or taxes. But there has been a notable decrease in water conservation program costs due to cancellation of events and projects impacted by the COVID-19 restrictions in effect.

**Requests for Information**

This financial report is designed to provide the District's funding sources, customers, stakeholders and other interested parties with an overview of the District's financial operations and overall financial condition. Should the reader have questions regarding the information included in this report or wish to request additional financial information, please contact the District's Director of Administrative Services at 66575 Second Street, Desert Hot Springs, CA 92240.

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**Basic Financial Statements**

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*Mission Springs Water District*

**Statement of Net Position**
**June 30, 2020**

| | Water | Sewer | Total |
|---|---|---|---|
| **ASSETS** | | | |
| Current assets: | | | |
| Cash and investments (note 2) | $ 18,658,586 | $ 15,857,994 | $ 34,516,580 |
| Receivables: | | | |
| Accounts | 2,238,660 | 485,921 | 2,724,581 |
| Other | 843,225 | 581,151 | 1,424,376 |
| Taxes | 43,041 | 22,414 | 65,455 |
| Assessments | - | 751,771 | 751,771 |
| Prepaid expenses | 114,528 | 44,774 | 159,302 |
| Inventory | 302,086 | 118,097 | 420,183 |
| Note receivable, current portion | 15,822 | - | 15,822 |
| Total current assets | 22,215,948 | 17,862,122 | 40,078,070 |
| Restricted assets: | | | |
| Cash and investments (note 2) | - | 302,510 | 302,510 |
| Total restricted assets | - | 302,510 | 302,510 |
| Noncurrent assets: | | | |
| Capital assets, not being depreciated (note 3) | 10,056,964 | 7,799,477 | 17,856,441 |
| Capital assets, net of depreciation (note 3) | 52,563,782 | 57,419,514 | 109,983,296 |
| Note receivable, net of current portion | 62,719 | - | 62,719 |
| Assessments receivable, net of current portion | - | 7,915,312 | 7,915,312 |
| Total noncurrent assets | 62,683,465 | 73,134,303 | 135,817,768 |
| Total assets | 84,899,413 | 91,298,935 | 176,198,348 |
| **DEFERRED OUTFLOWS OF RESOURCES** | | | |
| Pension related (note 6) | 1,792,993 | 700,954 | 2,493,947 |
| Total deferred outflows of resources | 1,792,993 | 700,954 | 2,493,947 |

(continued)

*The accompanying notes are an integral part of these financial statements.*

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## Statement of Net Position, (Continued)
## June 30, 2020

| | Water | Sewer | Total |
|---|---|---|---|
| **LIABILITIES** | | | |
| Current liabilities: | | | |
| Accounts payable | $ 2,099,466 | $ 810,597 | $ 2,910,063 |
| Accrued liabilities | 168,694 | 153,617 | 322,311 |
| Customer deposits | 372,592 | - | 372,592 |
| Advance construction deposits | 41,500 | 3,076,280 | 3,117,780 |
| Compensated absences, current portion | 316,419 | 123,701 | 440,120 |
| Long-term liabilities, current portion (note 5) | 21,871 | 646,483 | 668,354 |
| Total current liabilities | 3,020,542 | 4,810,678 | 7,831,220 |
| Noncurrent liabilities: | | | |
| Compensated absences, net of current portion | 316,419 | 123,701 | 440,120 |
| Long-term liabilities, net of current portion (note 5) | 473,633 | 7,847,664 | 8,321,297 |
| Net pension liability (note 6) | 5,028,876 | 1,965,991 | 6,994,867 |
| Total noncurrent liabilities | 5,818,928 | 9,937,356 | 15,756,284 |
| Total liabilities | 8,839,470 | 14,748,034 | 23,587,504 |
| **DEFERRED INFLOWS OF RESOURCES** | | | |
| Pension related (note 6) | 519,713 | 203,177 | 722,890 |
| Total deferred inflows of resources | 519,713 | 203,177 | 722,890 |
| **NET POSITION** | | | |
| Net investment in capital assets | 62,125,242 | 56,724,844 | 118,850,086 |
| Restricted | - | 302,510 | 302,510 |
| Unrestricted | 15,207,981 | 20,021,324 | 35,229,305 |
| Total net position (note 7) | $ 77,333,223 | $ 77,048,678 | $ 154,381,901 |

*The accompanying notes are an integral part of these financial statements.*

*Mission Springs Water District*

**Statement of Revenues, Expenses and Changes in Net Position**
**For the Fiscal Year Ended June 30, 2020**

| | Water | Sewer | Total |
|---|---|---|---|
| **OPERATING REVENUES** | | | |
| Sales | $ 7,558,585 | $ - | $ 7,558,585 |
| Services | 2,769,585 | 6,779,183 | 9,548,768 |
| Standby and availability | 227,902 | 12,465 | 240,367 |
| Backup facilities and front footage fees | 515,169 | 69,021 | 584,190 |
| Meter installations | 78,110 | - | 78,110 |
| Other | 772,322 | 3,650 | 775,972 |
| Total operating revenues | 11,921,673 | 6,864,319 | 18,785,992 |
| **OPERATING EXPENSES** | | | |
| Pumping | 2,202,807 | - | 2,202,807 |
| Transmission and distribution | 1,310,407 | - | 1,310,407 |
| Customer accounts | 984,293 | 130,435 | 1,114,728 |
| Sewage collection | - | 368,193 | 368,193 |
| Sewage treatment | - | 1,556,240 | 1,556,240 |
| Standby wages | 96,495 | 50,442 | 146,937 |
| Groundwater management | 13,423 | 5,247 | 18,670 |
| Public affairs | 250,258 | 97,017 | 347,275 |
| General and administrative | 4,260,867 | 1,646,542 | 5,907,409 |
| Depreciation | 2,410,136 | 1,619,489 | 4,029,625 |
| Total operating expenses | 11,528,686 | 5,473,605 | 17,002,291 |
| Operating income | 392,987 | 1,390,714 | 1,783,701 |
| **NONOPERATING REVENUES** | | | |
| Property taxes - general purpose | 1,249,861 | 666,010 | 1,915,871 |
| Special assessments - debt service | - | 729,490 | 729,490 |
| Investment income, net | 651,564 | 440,419 | 1,091,983 |
| Grants | 1,189,249 | 565,333 | 1,754,582 |
| Other | 153,289 | 12,449 | 165,738 |
| Total nonoperating revenues | 3,243,963 | 2,413,701 | 5,657,664 |
| **NONOPERATING EXPENSES** | | | |
| Interest | 30,882 | 594,812 | 625,694 |
| Other | 55,146 | 3,869 | 59,015 |
| Total nonoperating expenses | 86,028 | 598,681 | 684,709 |
| Income before contributions | 3,550,922 | 3,205,734 | 6,756,656 |
| Capital contributions | 78,055 | - | 78,055 |
| Change in net position | 3,628,977 | 3,205,734 | 6,834,711 |
| Net position, beginning of year | 73,704,246 | 73,842,944 | 147,547,190 |
| Net position, end of year | $ 77,333,223 | $ 77,048,678 | $ 154,381,901 |

*The accompanying notes are an integral part of these financial statements.*

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*Mission Springs Water District*

## Statement of Cash Flows
## For the Fiscal Year Ended June 30, 2020

| | Water | Sewer | Total |
|---|---|---|---|
| **CASH FLOWS FROM OPERATING ACTIVITIES** | | | |
| Cash received from customers | $ 11,441,617 | $ 6,117,889 | $ 17,559,506 |
| Cash payments to suppliers for goods and services | (4,942,134) | (2,227,970) | (7,170,104) |
| Cash payments for employees for services | (4,068,216) | (1,577,333) | (5,645,549) |
| Net cash provided by operating activities | 2,431,267 | 2,312,586 | 4,743,853 |
| **CASH FLOWS FROM NON CAPITAL FINANCING ACTIVITIES** | | | |
| Cash received from property taxes - general purpose | 1,254,265 | 667,710 | 1,921,975 |
| Cash received from grants | 1,189,249 | 565,333 | 1,754,582 |
| Net cash provided by noncapital financing activities | 2,443,514 | 1,233,043 | 3,676,557 |
| **CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES** | | | |
| Cash received from special assessments - debt service | - | 1,455,967 | 1,455,967 |
| Cash received from note receivable | 18,117 | - | 18,117 |
| Acquisition and construction of capital assets | (7,734,966) | (2,119,901) | (9,854,867) |
| Principal retirement of long-term debt | (20,987) | (627,392) | (648,379) |
| Interest paid on long-term debt | (30,882) | (594,812) | (625,694) |
| Net cash used for capital and related financing activities | (7,768,718) | (1,886,138) | (9,654,856) |
| **CASH FLOWS FROM INVESTING ACTIVITIES** | | | |
| Interest received on investments | 651,564 | 440,419 | 1,091,983 |
| Net cash provided by investing activities | 651,564 | 440,419 | 1,091,983 |
| Net change in cash and investments | (2,242,373) | 2,099,910 | (142,463) |
| Cash and investments, beginning of year | 20,900,959 | 14,060,594 | 34,961,553 |
| Cash and investments, end of year | $ 18,658,586 | $ 16,160,504 | $ 34,819,090 |
| **RECONCILIATION TO STATEMENT OF NET POSITION** | | | |
| Cash and investments | $ 18,658,586 | $ 15,857,994 | $ 34,516,580 |
| Restricted cash and investments | - | 302,510 | 302,510 |
| Total cash and investments | $ 18,658,586 | $ 16,160,504 | $ 34,819,090 |

*The accompanying notes are an integral part of these financial statements.*

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## Statement of Cash Flows
## For the Fiscal Year Ended June 30, 2020, (Continued)

| RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES | | | |
|---|---|---|---|
| Operating income | $ 392,987 | $ 1,390,714 | $ 1,783,701 |
| Adjustments to reconcile operating income to net cash provided by operating activities: | | | |
| Depreciation and amortization | 2,410,136 | 1,619,489 | 4,029,625 |
| Other nonoperating income | 153,289 | 12,449 | 165,738 |
| Other nonoperating expense | (55,146) | (3,869) | (59,015) |
| (Increase) decrease in assets and deferred outflows of resources: | | | |
| Receivables: | | | |
| Accounts | (385,752) | (105,133) | (490,885) |
| Other | (97,133) | (579,971) | (677,104) |
| Prepaid expenses | (13,594) | (8,061) | (21,655) |
| Inventory | (57,582) | (22,511) | (80,093) |
| Deferred outflows of resources | (184,067) | (71,959) | (256,026) |
| Increase (decrease) in liabilities and deferred inflows of resources: | | | |
| Accounts payable | 194,447 | 62,918 | 257,365 |
| Accrued liabilities | (110,228) | (38,423) | (148,651) |
| Compensated absences | 104,721 | 40,940 | 145,661 |
| Customer deposits | 38,437 | - | 38,437 |
| Advance construction deposits | (188,897) | (73,775) | (262,672) |
| Net pension liability | 127,947 | 50,019 | 177,966 |
| Deferred inflows of resources | 101,702 | 39,759 | 141,461 |
| Net cash provided by operating activities | $ 2,431,267 | $ 2,312,586 | $ 4,743,853 |

*The accompanying notes are an integral part of these financial statements.*

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## NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

### *Description of the entity*

Mission Springs Water District (District), formerly called Desert Hot Springs Water District, was formed in 1953. The District operates under the authority of the California Water Code. Mission Springs Water District is located in the Coachella Valley of Southern California, ten miles north of the City of Palm Springs. The boundaries encompass an area of 135 square miles, within which the District maintains and operates pipelines, 14 water wells, 24 reservoirs, and 2 wastewater treatment plants. The primary service area is the City of Desert Hot Springs.

### *Blended component unit*

The Mission Springs Water District Improvement Corporation (Corporation) was created in April of 1985 by a joint exercise of powers agreement for the purpose of acquiring, constructing, rehabilitating, financing and refinancing, or providing for the sale of leasing of public capital improvements. The Corporation is governed by a board composed of the District's board of directors. The corporation has issued debt which is secured solely from installment payments payable under and installment purchase agreement entered into by the District and the Corporation. All accounts and funds created and established pursuant any instrument or agreement to which the Corporation is a party, and any interest earned and accrued thereon, shall incur to the benefit of the District. Separate financial statements are not prepared for the Corporation. It is reported as a blended component unit.

### *Fund classifications*

Mission Springs Water District is comprised of the following major enterprise funds:

Water Fund – Used to account for activities associated with serving 13,219 water accounts, of which 95% are residential customers.

Sewer Fund – Used to account for activities associated with providing sewage collection, treatment and disposal services to 9,165 customer accounts, of which 97% are residential customers.

### *Measurement focus, basis of accounting and financial statement presentation*

The District operates as a utility enterprise fund and its financial statements have been prepared using the economic measurement focus and the accrual basis of accounting, in conformity with generally accepted accounting principles (GAAP) and the Uniform Systems of Accounts for Utility Districts as prescribed by the Controller of the State of California. Under this basis of accounting and measurement focus, revenues are recognized when they are earned and expenses are recognized when they are incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they were levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the providers have been met. The District has elected to follow all pronouncements of the Governmental Accounting Standard's Board (GASB).

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## NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (CONTINUED)

### *Use of estimates*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and changes therein, and disclosure of contingent assets and liabilities. Actual results could differ from those estimates.

### *Cash and cash equivalents*

For purposes of the statement of cash flows, cash and cash equivalents have been defined as deposits and highly liquid investments with an original maturity of 90 days or less at the date of purchase.

### *Investments*

Investments with a maturity of less than one year when purchased, non-negotiable certificates of deposit, and other nonparticipating investments are stated at amortized cost. Investments with a maturity of greater than one year when purchased are stated at fair value. Fair value is the price that would be received to sell an investment in an orderly transaction at a given point in time.

The State Treasurer's Investment Pool (Pool) is managed by the State, Office of the Treasurer, which allows certain types of governments within the state to pool their funds for investment purposes. Investments in the Pool are valued at the Pool's share price, the price at which the investments could be sold.

### *Allowance for doubtful accounts*

The District recognizes bad debt expense relating to receivables when it is probable that the accounts will be uncollectible. As of June 30, 2020, all receivables were deemed collectible.

### *Prepaid expenses*

Certain payments to vendors reflect costs or deposits applicable to future accounting periods and are recorded as prepaid expenses in the financial statements.

### *Inventory*

Inventories are valued at cost which approximates market, using the first in/first-out method. The costs of the inventories are recorded as expenses when used (consumption method). Inventory of material and supplies consisted of meters, valves, pipes, repair parts, gasoline, and supplies.

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## NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (CONTINUED)

### *Restricted assets*

Certain proceeds of debt issues, as well as certain resources set aside for their repayment, are classified as restricted assets on the statement of net position because their use is limited by applicable bond covenants. Unspent developer deposits are classified as restricted assets on the statement of net position.

### *Assessments receivable*

The District has issued long-term debt to finance capital improvement projects and has secured these debts by placing a lien on the assessed properties. The aggregate of the property liens has been recorded as an assessment receivable on the statement of net position. As of June 30, 2020, the assessment receivable for these liens was $8,667,083 and the balance of special assessments that was delinquent was $109,012. As of June 30, 2020, all assessment receivables were deemed collectible.

### *Capital assets and depreciation*

Capital assets are recorded at cost. If applicable, donated assets are stated at acquisition value on the date donated. The provision for depreciation is computed using the straight-line method over the estimated service lives of the capital assets. The District uses differing capitalization thresholds for the classes of assets based on materiality. The District's policy is to review for capitalization those expenditures greater than $10,000 that have a useful life of more than one year. Estimated service lives for District's classes of assets are as follows:

| | |
|---|---|
| Building and improvements | 5 - 40 years |
| Utility plant | 5 - 75 years |
| Furniture and equipment | 5 - 25 years |
| Other assets | 5 - 10 years |
| Intangible utility plant | 5 - 25 years |

### *Deferred outflows/inflows of resources*

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial element, deferred outflows of resources, represents a consumption of net position that applies to future periods and so will not be recognized as an outflow of resources (expense) until then. The District has one item, deferred outflows related to pension, which qualifies for reporting in this category.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial element, deferred inflows of resources, represents an acquisition of net position that applies to future periods and so will not be recognized as an inflow of resources (revenue) until then. The District has one item, deferred inflows related to pension, which qualifies for reporting in this category.

## NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (CONTINUED)

### *Net position*

Net position is categorized as follows:

Net investment in capital assets – This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation reduced by the outstanding debt or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds are not included in the calculation of net investment in capital assets. Rather, that portion of the debt is included in the same net position component as the unspent proceeds.

Restricted – This component of net position consists of constraints placed on resources through external constraints imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted – This component of net position consists of resources that do not meet the definition of “restricted” or “net investment in capital assets.”

### *Pension*

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Plan and additions to/deductions from the Plan’s fiduciary net position have been determined on the same basis. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

GASB 68 requires that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used.

| | |
|---|---|
| Valuation Date | June 30, 2018 |
| Measurement Date | June 30, 2019 |
| Measurement Period | July 1, 2018 to June 30, 2019 |

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## NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (CONTINUED)

### *Compensated absences*

The District's policy is to permit employees to accumulate a limited amount of earned vacation and sick leave. Accumulated vacation time is accrued at year-end to account for the District's obligation to the employees for the amount owed. It is management's belief that the majority of the obligation will be utilized during the course of the next fiscal year. Vacation pay is payable to employees at the time a vacation is taken, cashed out, or upon termination of employment. Normally, an employee cannot accrue more vacation than the total hours accrued in the prior twenty-four-month period each year. Sick leave is payable when an employee is unable to work because of illness of an employee or employee's family member. An employee may not accumulate more than six hundred ninety-six hours of sick leave.

### *Unearned revenue*

Unearned revenue in accrual-based statements arises when resources are received by the District before it has a legal claim to them (i.e. when grant monies are received prior to the incurrence of qualifying expenses).

### *Operating and nonoperating activities*

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the water fund and sewer fund are charges to customers for sales and services. Operating expenses for proprietary funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting these definitions are reported as nonoperating revenues and expenses.

### *Contributions for capital acquisitions/construction*

Contributions for capital acquisitions/construction represent cash and capital asset additions contributed to the District by federal, state, and local granting agencies or by developers.

### *Property taxes*

The County bills and collects property taxes on behalf of the District and numerous assessment districts. The District's current year tax collection is received through periodic apportionments from the County. The County's tax calendar is from July 1 to June 30. Property taxes attach as a lien on the property on January 1. Taxes are levied on July 1 and are payable in two equal installments on November 1 and February 1, and become delinquent after December 10 and April 10, respectively.

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## NOTE 2: CASH AND INVESTMENTS

Cash and investments are presented in the accompanying financial statements as follows:

| | | |
|---|---|---|
| Cash and investments | $ | 34,516,580 |
| Restricted cash and investments | | 302,510 |
| Total cash and investments | | 34,819,090 |

Cash and investments as of June 30, 2020 consist of the following:

| | | |
|---|---|---|
| Petty cash | $ | 1,100 |
| Demand deposits | | 3,890,387 |
| Investments | | 30,927,603 |
| Total cash and investments | $ | 34,819,090 |

### *Investment policy*

The District's investment policy outlines the guidelines required to be used in effectively managing the District's available cash in accordance with the California Government Code. To address interest rate risk, the District's existing policy limits the maturity of investments to five years. To mitigate credit risks associated with its investments, the District's investment policy limits investments to large institutions and requires diversification to ensure that failure of one issuer will not significantly affect the District's cash flow.

### *Interest rate risk*

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. In accordance with the investment policy, the District manages its exposure to declines in fair values by limiting the maximum maturity length of investments to five years.

Maturities of investments at June 30, 2020, were as follows:

| | | Remaining maturing (in months) | | | |
|---|---|---|---|---|---|
| Investment type | Total | 12 Months or Less | 13 to 36 Months | 37 to 60 Months | More than 60 Months |
| Investment Trust of California (CalTRUST) | $ 30,927,603 | $ 30,927,603 | $ - | $ - | $ - |
| Total | $ 30,927,603 | $ 30,927,603 | $ - | $ - | $ - |

## NOTE 2: CASH AND INVESTMENTS, (CONTINUED)

### *Concentration of credit risk*

A concentration of credit risk is the risk of loss attributable to the magnitude of the District's investment in a single issuer. The District's investment policy contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. As of June 30, 2020, there were no investments in any one issuer (other than U.S. Treasury securities, agency funds, corporate funds, and external investment pools) that represent 5% or more of total District investments.

### *Custodial credit risk*

Custodial credit risk is the risk that the District will not be able to (a) recover deposits if the depositor financial institution fails, or (b) recover the value of investments or collateral securities that are in the possession of an outside party if the counterparty to the investment or deposit transaction fails.

### *Deposits*

The California Government Code requires California banks and savings and loan associations to secure a local governmental agency's (agency) deposits by pledging government securities as collateral. The market value of pledged securities must equal at least 110% of an agency's deposits. California law also allows financial institutions to secure an agency's deposits by pledging first trust deed mortgage notes having a value of 150% of an agency's total deposits. The agency may waive collateral requirements for deposits, which are fully insured up to $250,000 by the Federal Deposit Insurance Corporation (FDIC).

Deposits are exposed to custodial credit risk if they are uninsured and are either:

a. Uncollateralized;
b. Collateralized with securities held by the pledging financial institution, or by its trust department or agent but not in the depositor-government's name.

At June 30, 2020, District's deposits (bank balances) exceeded the maximum deposit insurance amount by $3,965,508, which is collateralized as described above.

## NOTE 2: CASH AND INVESTMENTS, (CONTINUED)

***Custodial credit risk, (continued)***

Investments

The California Government Code authorizes the District to invest in obligations of the United States Treasury, agencies, and instrumentalities, prime commercial paper, bankers' acceptances, repurchase and reverse repurchase agreements, financial futures or financial option contracts, negotiable certificates of deposit, obligations of the State of California, and, obligations of local agencies within California.

Investments are exposed to custodial credit risk if they are uninsured, unregistered and held by either:

a. Counterparty;
b. The counterparty's trust department or agent but not in the government's name.

***Credit risk***

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The District's investment policy limits eligible investments to large institutions. As of June 30, 2020, District had its investments in CalTrust.

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The District's investments in CalTrust are not subject to minimum legal ratings and credit risk disclosures.

## NOTE 2: CASH AND INVESTMENTS, (CONTINUED)

### *Fair Value Measurements*

Generally accepted accounting principles establish a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; while Level 3 inputs are significant unobservable inputs.

- Level 1 inputs are quoted prices for identical assets or liabilities in active markets that the government can access at the measurement date.

- Level 2 inputs include quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in inactive markets; inputs other than quoted prices that are observable for the asset or liability; inputs that are derived principally from or corroborated by observable market data by correlation or other means. If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

- Level 3 inputs are unobservable inputs for an asset or liability.

Deposits and withdrawals in governmental investment pools, such as CalTrust, are made on the basis of $1 and not fair value. Accordingly, the District's investments in CalTrust are not subject to the fair value hierarchy.

### *Participation in External Investment Pools*

The District is a voluntary participant in the Investment Trust of California (CalTrust), which is a Joint Powers Authority governed by a Board of Trustees made up of local treasurers and investment officers. The Board of Trustees sets overall policy for CalTrust and selects and supervises the activities of the Investment Manager and other agents. As of June 30, 2020, the District's investment in CalTrust is $30,927,603, of which $2,546,325 was invested in the Liquidity funds pool, $6,419,832 in the Short-term pool, and $21,961,446 in the Medium-term pool. Amounts that may be withdrawn from the Money Market Fund are based upon the fund's assets valued using the amortized cost method. Amounts that may be withdrawn from the Short-term and Medium-term pools are based on the net asset value per share and the number of shares held by participants in each pool.

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## NOTE 3: CAPITAL ASSETS

Changes in capital assets for the year ended June 30, 2020 were as follows:

| | Beginning balance | Increases | Decreases | Ending balance |
|---|---|---|---|---|
| Capital assets, not being depreciated | | | | |
| Land and other land rights | $ 1,376,497 | $ - | $ - | $ 1,376,497 |
| Construction in progress | 11,846,949 | 9,620,050 | (4,987,055) | 16,479,944 |
| Total capital assets, not being depreciated | 13,223,446 | 9,620,050 | (4,987,055) | 17,856,441 |
| Capital assets, being depreciated: | | | | |
| Buildings and improvements | 1,944,013 | 3,674,449 | - | 5,618,462 |
| Utility plant | 168,159,316 | 944,658 | - | 169,103,974 |
| Furniture and equipment | 4,374,690 | 92,012 | - | 4,466,702 |
| Other assets | 965,342 | 588,808 | - | 1,554,150 |
| Total capital assets, being depreciated | 175,443,361 | 5,299,927 | - | 180,743,288 |
| Less accumulated depreciation for: | | | | |
| Buildings and improvements | (1,271,949) | (65,688) | - | (1,337,637) |
| Utility plant | (61,676,665) | (3,600,957) | - | (65,277,622) |
| Furniture and equipment | (3,332,946) | (263,055) | - | (3,596,001) |
| Other assets | (448,807) | (99,925) | - | (548,732) |
| Total accumulated depreciation | (66,730,367) | (4,029,625) | - | (70,759,992) |
| Total capital assets being depreciated, net | 108,712,994 | 1,270,302 | - | 109,983,296 |
| Total capital assets, net | $ 121,936,440 | $ 10,890,352 | $ (4,987,055) | $ 127,839,737 |

Depreciation expense for the year ended June 30, 2020 was as follows:

| | |
|---|---|
| Water | $ 2,410,136 |
| Sewer | 1,619,489 |
| Total depreciation expense | $ 4,029,625 |

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## NOTE 4: COMPENSATED ABSENCES

Changes in compensated absences for the year ended June 30, 2020 were as follows:

| | | |
|---|---|---|
| Balance at beginning of year | $ | 734,579 |
| Earned by employees | | 423,085 |
| Paid to employees | | (277,424) |
| Balance at end of year | | 880,240 |
| Less current portion | | 440,120 |
| Long-term portion | $ | 440,120 |

## NOTE 5: LONG-TERM DEBT

The following is a summary of changes in long-term debt for the year ended June 30, 2020:

| | Beginning Balance | Additions | Reductions | Ending Balance | Due Within One Year |
|---|---|---|---|---|---|
| **Direct Borrowings:** | | | | | |
| Notes payable: | | | | | |
| Special Assessment Bond - Assessment District #4 | $ 16,000 | $ - | $ (4,000) | $ 12,000 | $ 4,000 |
| Special Assessment Bond - Assessment District #7 | 81,000 | - | (11,000) | 70,000 | 12,000 |
| COP - U.S. Department of Agriculture - 2001 | 260,601 | - | (7,200) | 253,401 | 7,500 |
| Installment sale agreement - City National Bank - 2017 | 1,951,607 | - | (235,096) | 1,716,511 | 241,963 |
| Installment sale agreement - Holman Capital Corporation | 255,890 | - | (13,787) | 242,103 | 14,371 |
| SWRCB - Assessment District #12, Phase IV | 3,829,495 | - | (218,261) | 3,611,234 | 223,063 |
| Installment sale agreement - City National Bank - 2013 | 996,487 | - | (51,511) | 944,976 | 53,646 |
| Installment sale agreement - BBVA Compass Bank - 2014 | 2,246,949 | - | (107,523) | 2,139,426 | 111,811 |
| Total long-term liabilities | $ 9,638,029 | $ - | $ (648,378) | $ 8,989,651 | $ 668,354 |

***Assessment District #4 Special Assessment Bonds, Series R-1 (direct borrowing)***

On February 15, 1983, the District issued special assessment bonds for $88,200 for the construction of District improvements. The interest rate on the bonds is 11.375% per annum. Interest on the bonds is payable semi- annually on January 2 and July 2. Principal matures July 2 of each year through 2022.

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**NOTE 5: LONG-TERM DEBT, (CONTINUED)**

***Assessment District #7 Special Assessment Bonds (direct borrowing)***

On February 28, 1985, the District issued special assessment bonds for $222,200 to aid in financing a sewage collection system for Assessment District #7. The interest rate on the bonds is 7.25% per annum. Interest on the bonds is payable semi- annually on January 2 and July 2. Principal matures July 2 of each year through 2022.

***Certificates of Participation – United States Department of Agriculture (direct borrowing)***

On July 3, 2001, the District entered into a loan agreement with the U.S.D.A. and a Certificate of Participation (COP) was issued for $348,000 to improve waterlines in Improvement District "E". The interest rate on the COP is 4.50% per annum. Interest on the COP is payable semi-annually on February 1 and August 1. Principal matures February 1 of each year through 2041.

***Assessment District #12, Phase I and Phase II – Refinance (direct borrowing)***

On June 26, 2006, the District entered into an installment sale agreement with La Salle National Bank in the amount of $2,200,000. The proceeds from this contract were used to purchase Assessment Districts #12 bonds totaling $1,630,024. The bond proceeds were used for Assessment District #12, phase I costs.

On September 21, 2007, the District entered into an installment sale agreement with La Salle National Bank in the amount of $1,600,000. The proceeds from this contract were used to purchase Assessment Districts #12 bonds totaling $1,329,530. The bond proceeds were used for Assessment District #12, phase II costs.

On December 22, 2017, the District entered into a loan agreement with City National Bank in the amount of $2,395,013. The proceeds from this contract were used to pay off the Phase I and II La Salle National Bank loans in the amount of $1,309,488 and $1,019,315, respectively. The interest rate on the loan agreement is 2.90% per annum. Principal and interest on the bonds is payable semi-annually on March 21 and September 21. Principal matures through September 21, 2027.

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**NOTE 5: LONG-TERM DEBT, (CONTINUED)**

***Assessment District #12, Phase I and Phase II – Refinance (direct borrowing), (continued)***

The outstanding loan agreement with City National Bank contains (a) a provision that if an event of default occurs and continues, the timing of repayment of outstanding amounts become immediately due if the pledged revenues during each fiscal year are less than 115 percent of debt service coverage due in the following fiscal year and (b) a provision that if an event of default occurs and continues, the timing of repayment of outstanding amounts become immediately due if (1) the District is unable to make a payment; (2) the District fails to perform any of the agreements, covenants, or conditions required, and such default shall have continued for a period of thirty (30) days after the District has been given notice in writing of such default; (3) if the District files a petition in bankruptcy, or failure by the District to promptly lift any execution, garnishment or attachment, or adjudication of the District as bankrupt, or assignment by the District for the benefit of creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

***Mission Creek – 80 Acres (direct borrowing)***

On June 21, 2013, the District entered into an installment sales agreement with Holman Capital Corporation in the amount of $328,000. The proceeds were used to purchase 80 acres of land for future water system improvements. The interest rate on the installment sales agreement is 4.19% per annum. Interest on the bonds is payable semi- annually on June 7 and December 7. Principal matures on June 7 and December 7 of each year through June 7, 2033.

The outstanding installment sales agreement with Holman Capital Corporation contains (a) a provision that if an event of default occurs and continues, the timing of repayment of outstanding amounts become immediately due if (1) the District is unable to make a payment; (2) the District fails to perform any of the agreements, covenants, or conditions required, and such default shall have continued for a period of thirty (30) days after the District has been given notice in writing of such default; (3) if the District violates any applicable rule, regulation, law, stature or ordinance applicable to the District or the Water System or the Parity Debt that could lead to a breach under the subsections (a) and/or (b) and that are note cured.

**NOTE 5: LONG-TERM DEBT, (CONTINUED)**

***State Water Resources Control Board – State Revolving Fund Assessment District #12, Phase IV (direct borrowing),***

In August 2012 (and later amended in January 2013), the District entered into a financing agreement with the California State Water Resources Control Board (CSWRCB) for a total amount of $9,957,921 for the purpose of financing Assessment District #12, Phase 3 costs. This program is a loan from the Clean State Revolving Fund (SRF) of which 50% of the principal amount was forgiven. This was made possible through Federal Environmental Protection Agency funds granted to SRF. The interest rate on the loan is 2.2% with principal and interest payments due annually on January 31 beginning in 2015, final payment is due January 31, 2034.

In the event of a termination, the District has agreed, upon demand, to immediately repay to the State Water Board an amount equal to installment payments due hereunder, including accrued interest, and all penalty assessments due. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the District to the date of full repayment by the District.

***Assessment District #12, Phase V (direct borrowing)***

On December 19, 2013, the District entered into an installment sales agreement with City National Bank in the amount of $1,215,000. The proceeds were used to purchase Assessment District #12 bonds totaling $1,096,329 for phase V costs. The interest rate on the installment sales agreement is 4.10% per annum. Interest on the bonds is payable semi- annually on March 2 and September 2. Principal matures on March 2 and September 2 of each year through 2033.

The outstanding installment sales agreement with City National Bank contains (a) a provision that if an event of default occurs and continues, the timing of repayment of outstanding amounts become immediately due if (1) the District is unable to make a payment; (2) the District fails to perform any of the agreements, covenants, or conditions required, and such default shall have continued for a period of thirty (30) days after the District has been given notice in writing of such default; (3) If the District files a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or the approval by a court of competent jurisdiction of a petition filed with or without the consent of the District seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the District or of the whole or any substantial part of its property, (4) if an event of default shall have occurred and be continuing with respect to any Parity Debt or Subordinate Debt which requires or permits the immediate acceleration thereof.

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**NOTE 5: LONG-TERM DEBT, (CONTINUED)**

***Assessment District #12, Phase VI (direct borrowing)***

On November 1, 2014, the District entered into an installment sales agreement with BBVA Compass Bank in the amount of $2,700,000. The proceeds were used to purchase Assessment District #12 bonds totaling $2,582,000 for phase VI costs. The interest rate on the installment sales agreement is 3.95% per annum. Interest on the bonds is payable semi- annually on March 2 and September 2. Principal matures on March 2 and September 2 of each year through 2029.

The outstanding installment sales agreement with BBVA Compass Bank contains (a) a provision that if an event of default occurs and continues, the timing of repayment of outstanding amounts become immediately due if (1) the District is unable to make a payment; (2) the District fails to perform any of the agreements, covenants, or conditions required, and such default shall have continued for a period of thirty (30) days after the District has been given notice in writing of such default; (3) If the District files a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or the approval by a court of competent jurisdiction of a petition filed with or without the consent of the District seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the District or of the whole or any substantial part of its property, (4) if an event of default shall have occurred and be continuing with respect to any Parity Debt or Subordinate Debt which requires or permits the immediate acceleration thereof.

The debt service requirements for the District's notes are as follows:

| Year ended June 30, | Principal | Interest | Total |
|---|---|---|---|
| 2021 | $ 668,354 | $ 196,842 | $ 865,196 |
| 2022 | 689,018 | 181,892 | 870,910 |
| 2023 | 710,195 | 165,114 | 875,309 |
| 2024 | 728,102 | 148,157 | 876,259 |
| 2025 | 750,560 | 130,800 | 881,360 |
| 2026 - 2030 | 3,771,691 | 408,926 | 4,180,617 |
| 2031 - 2035 | 1,574,331 | 60,667 | 1,634,998 |
| 2036 - 2040 | 79,300 | 15,089 | 94,389 |
| 2041 | 18,100 | 815 | 18,915 |
| Total | $ 8,989,651 | $ 1,308,302 | $ 10,297,953 |

## NOTE 6: DEFINED BENEFIT PENSION PLAN

### *A. General information about the pension plan*

#### *Plan description*

All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan (Plan) administered by the California Public Employees' Retirement System (CalPERS.) The Plan consists of individual rate plans (benefit tiers) within a safety risk pool (police and fire) and a miscellaneous risk pool (all other). Plan assets may be used to pay benefits for any employer rate plan of the safety and miscellaneous pools. Accordingly, rate plans within the safety or miscellaneous pools are not separate plans under GASB Statement No. 68. Individual employers may sponsor more than one rate plan in the miscellaneous or safety risk pools. The District sponsors two miscellaneous rate plans. Benefit provisions under the Plan are established by State statute and District resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be found on the CalPERS' website, at www.calpers.ca.gov.

#### *Benefits provided*

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 5 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The Plan operates under the provisions of the California Public Employees' Retirement Law (PERL), the California Public Employees' Pension Reform Act of 2013 (PEPRA), and the regulations, procedures and policies adopted by the CalPERS Board of Administration. The Plan's authority to establish and amend the benefit terms are set by the PERL and PEPRA, and may be amended by the California state legislature and in some cases require approval by the CalPERS Board.

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## NOTE 6: DEFINED BENEFIT PENSION PLAN, (CONTINUED)

### *Benefits provided, (continued)*

The Plan's provisions and benefits in effect at June 30, 2020 are summarized as follows:

| Hire date | Prior to January 1, 2013 | On or after January 1, 2013 |
|---|---|---|
| Benefit formula | 2.7% @ 55 | 2% @ 62 |
| Benefit vesting schedule | 5 years service | 5 years service |
| Benefit payments | monthly for life | monthly for life |
| Retirement age | 50 - 67 | 52 - 67 |
| Monthly benefits, as a % of eligible compensations | 2.0% to 2.7% | 1.0% to 2.5% |
| Required employer contribution rates | 12.514% | 6.985% |

### *Contributions*

Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. For public agency cost-sharing plans covered by either the Miscellaneous or Safety risk pools, the Plan's actuarially determined rate is based on the estimated amount necessary to pay the Plan's allocated share of the risk pool's costs of benefits earned by employees during the year, and any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Employer contribution rates may change if plan contracts are amended. Payments made by the employer to satisfy contribution requirements that are identified by the pension plan terms as plan member contribution requirements are classified as plan member contributions. Employer Contributions to the Plan for the fiscal year ended June 30, 2020 were $1,167,827. The actual employer payments of $1,027,933 made to CalPERS by the District during the measurement period ended June 30, 2019 differed from the District's proportionate share of the employer's contributions of $723,325 by $304,608, which is being amortized over the expected average remaining service lifetime in the Public Agency Cost-Sharing Multiple Employer Plan.

### B. Net pension liability

The District's net pension liability for the Plan is measured as the total pension liability, less the pension plan's fiduciary net position. The net pension liability of the Plan is measured as of June 30, 2019, using an annual actuarial valuation as of June 30, 2018 rolled forward to June 30, 2019 using standard update procedures. A summary of principal assumptions and methods used to determine the net pension liability is as follows.

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## NOTE 6: DEFINED BENEFIT PENSION PLAN, (CONTINUED)

### *Actuarial methods and assumptions used to determine total pension liability*

| | |
|---|---|
| Valuation Date | June 30, 2018 |
| Measurement Date | June 30, 2019 |
| Actuarial Cost Method | Entry Age Normal in accordance with the requirements of GASB 68 |
| Asset Valuation Method: | Market Value of Assets |
| Discount Rate | 7.15% |
| Inflation | 2.50% |
| Salary Increase | Varies by Entry Age and Service |
| Mortality Rate Table [(1)] | Derived using CalPERS' membership data for all funds |
| Post Retirement Benefit Increase | Contract COLA up to 2.50% until purchasing power protection allowance floor on purchasing power applies, 2.50% thereafter |

[(1)] The mortality table used was developed based on CalPERS' specific data. The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and Post-retirement mortality rates include 15 years or projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries. For more details on the table, please refer to the CalPERS Experience Study and Review of Actuarial Assumptions report form December 2017 that can be found on the CalPERS website.

All other actuarial assumptions used in the June 30, 2018 valuation were based on the results of an actuarial experience study for the period from 1997 to 2015, including updates to salary increase, mortality and retirement rates. The Experience Study report can be obtained at CalPERS' website, at www.calpers.ca.gov.

### *Long-term expected rate of return*

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

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## NOTE 6: DEFINED BENEFIT PENSION PLAN, (CONTINUED)

### *Long-term expected rate of return, (continued)*

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The expected real rates of return by asset class are as follows:

| Asset Class[1] | Current Strategic Allocation | Real Return Years 1 - 10[2] | Real Return Year 11+[3] |
|---|---|---|---|
| Global Equity | 50.0% | 4.80% | 5.98% |
| Fixed income | 28.0% | 1.00% | 2.62% |
| Inflation Sensitive | 0.0% | 0.77% | 1.81% |
| Private Equity | 8.0% | 6.30% | 7.23% |
| Real assets | 13.0% | 3.75% | 4.93% |
| Liquidity | 1.0% | 0.00% | (0.92%) |
| Total | 100.0% | | |

[1] In the System's CAFR, fixed income is included in Global Debt Securities; Liquidity is included in Short-term Investments; Inflation Assets are included in both Global Equity Securities and Global Debt Securities.

[2] An expected inflation of 2.0% used for this period

[3] An expected inflation of 2.92% used for this period

### *Change of assumptions*

There were no changes in assumptions.

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## NOTE 6: DEFINED BENEFIT PENSION PLAN, (CONTINUED)

### *Discount rate*

The discount rate used to measure the total pension liability for PERF C was 7.15%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

### *Pension plan fiduciary net position*

Information about the pension plan's assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fiduciary net position are presented in CalPERS' audited financial statements, which are publicly available reports that can be obtained at CalPERS' website, at www.calpers.ca.gov. The plan's fiduciary net position and additions to/deductions from the plan's fiduciary net position have been determined on the same basis used by the pension plan, which is the economic resources measurement focus and the accrual basis of accounting. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. Investments are reported at fair value.

The plan fiduciary net position disclosed in the GASB 68 accounting valuation report may differ from the plan assets reported in the funding actuarial valuation report due to several reasons. First, for the accounting valuations, CalPERS must keep items such as deficiency reserves, fiduciary self-insurance and Other Post-Employment Benefits (OPEB) expense included as assets. These amounts are excluded for rate setting purposes in the funding actuarial valuation. In addition, differences may result from early Comprehensive Annual Financial Report closing and final reconciled reserves.

### C. Proportionate share of net pension liability

The following table shows the Plan's proportionate share of the net pension liability over the measurement period.

| | Increase (Decrease) | | |
|---|---|---|---|
| | Plan Total Pension Liability (a) | Plan Fiduciary Net Position (b) | Plan Net Pension Liability (c) = (a) - (b) |
| Balance at: 6/30/2018 (VD) | $ 23,107,098 | $ 16,290,197 | $ 6,816,901 |
| Balance at: 6/30/2019 (MD) | 24,451,302 | 17,456,435 | 6,994,867 |
| Net change during 2018-19 | 1,344,204 | 1,166,238 | 177,966 |

Valuation Date (VD), Measurement Date (MD)

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## NOTE 6: DEFINED BENEFIT PENSION PLAN, (CONTINUED)

### C. Proportionate share of the net pension liability, (continued)

The District's net pension liability for the Plan is measured as the proportionate share of the net pension liability. The net pension liability of the Miscellaneous Plan is measured as of June 30, 2019, and the total pension liability for the Miscellaneous Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2018 rolled forward to June 30, 2019 using standard update procedures. The District's proportion of the net pension liability was determined by CalPERS using the output from the Actuarial Valuation System and the fiduciary net position, as provided in the CalPERS Public Agency Cost-Sharing Allocation Methodology Report, which is a publicly available report that can be obtained at CalPERS' website, at www.calpers.ca.gov.

The District's proportionate share of the net pension liability for the Miscellaneous Plan as of the June 30, 2018 and 2019 measurement dates was as follows:

| | |
|---|---|
| Proportion share - MD June 30, 2018 | 0.18088% |
| Proportion share - MD June 30, 2019 | 0.17468% |
| Change - Increase (Decrease) | (0.00620%) |

***Sensitivity of the proportionate share of the Net Pension Liability to changes in the discount rate***

The following presents the District's proportionate share of the net pension liability of the Miscellaneous Plan as of the measurement date, calculated using the discount rate of 7.15%, as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (6.15%) or 1 percentage-point higher (8.15%) than the current rate:

| | Discount Rate - 1% (6.15%) | Current Discount Rate (7.15%) | Discount Rate + 1% (8.15%) |
|---|---|---|---|
| Miscellaneous Plan's Net Pension Liability | $ 10,283,642 | $ 6,994,867 | $ 4,280,216 |

***Subsequent events***

There were no subsequent events that would materially affect the results presented in this disclosure.

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## NOTE 6: DEFINED BENEFIT PENSION PLAN, (CONTINUED)

***Amortization of deferred outflows and deferred inflows of resources***

Under GASB 68, gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time.

The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense.

The amortization period differs depending on the source of the gain or loss:

| | |
|---|---|
| Net difference between projected and actual earnings on pension plan investments | 5 year straight-line amortization |
| All other amounts | Straight-line amortization over the average expected remaining services lives (EARSL) of all members that are provided with benefits (active, inactive and retired) as of the beginning of the measurement period |

The expected average remaining service lifetime (EARSL) is calculated by dividing the total future service years by the total number of plan participants (active, inactive, and retired) in the Public Agency Cost-Sharing Multiple-Employer Plan (PERF C).

The EARSL for PERF C for the measurement period ending June 30, 2019 is 3.8 years, which was obtained by dividing the total service years of 530,470 (the sum of remaining service lifetimes of the active employees) by 140,593 (the total number of participants: active, inactive, and retired). Note that inactive employees and retirees have remaining service lifetimes equal to 0. Also note that total future service is based on the members' probability of decrementing due to an event other than receiving a cash refund.

### D. Pension expense and deferred outflows and deferred inflows of resources related to pensions

As of the start of the measurement period (July 1, 2018), the District's net pension liability was $6,816,901. For the measurement period ending June 30, 2019 (the measurement date), the District incurred a pension expense of $1,487,621.

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## NOTE 6: DEFINED BENEFIT PENSION PLAN, (CONTINUED)

### D. Pension expense and deferred outflows and deferred inflows of resources related to pensions (continued)

As of June 30, 2020, the District has deferred outflows and deferred inflows of resources related to pensions as follows:

| | Deferred outflows of resources | Deferred inflows of resources |
|---|---|---|
| Difference between expected and actual experience | $ 485,823 | $ 37,641 |
| Changes in assumptions | 333,547 | 118,241 |
| Difference between projected and actual investment earnings | - | 122,292 |
| Difference between employer's contribution and proportionate share of contributions | 448,808 | - |
| Change in employer's proportion | 57,942 | 444,716 |
| Pension contributions made subsequent to measurement date | 1,167,827 | - |
| Totals | $ 2,493,947 | $ 722,890 |

These amounts above are net of outflows and inflows recognized in the 2018-19 measurement period expense. Contributions subsequent to the measurement date of $1,167,827 reported with deferred outflows of resources will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in future pension expense as follows:

| Fiscal year ended June 30, | Deferred outflows/(inflows) of resources, net |
|---|---|
| 2021 | $ 590,830 |
| 2022 | (90,045) |
| 2023 | 77,734 |
| 2024 | 24,711 |
| 2025 | - |
| Thereafter | - |

### E. Payable to the pension plan

At June 30, 2020, the District reported a payable of $-0- for the outstanding amount of contributions to the pension plan required for the year then ended.

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## NOTE 7: NET POSITION CLASSIFICATIONS

Net position in the statement of net position is classified as (1) net investment in capital assets, (2) restricted, or (3) unrestricted. The details of net position as of June 30, 2020 are presented below:

| | Water | Sewer | Balance |
|---|---|---|---|
| Net investment in capital assets: | | | |
| Capital assets, net of accumulated depreciation | $ 62,620,746 | $ 65,218,991 | $ 127,839,737 |
| Less capital related debt balances | (495,504) | (8,494,147) | (8,989,651) |
| Total net investment in capital assets | 62,125,242 | 56,724,844 | 118,850,086 |
| Restricted for: | | | |
| Debt reserve | - | 302,510 | 302,510 |
| Total restricted | - | 302,510 | 302,510 |
| Unrestricted: | | | |
| Designated for: | | | |
| Capital reserve | 15,100,140 * | 13,317,791 | 28,417,931 |
| Self-insurance | 107,841 | 42,159 | 150,000 |
| Undesignated | - | 6,661,374 | 6,661,374 |
| Total unrestricted | 15,207,981 | 20,021,324 | 35,229,305 |
| Total net position | $ 77,333,223 | $ 77,048,678 | $ 154,381,901 |

*Targeted capital reserve designated by the board was $24,167,795 as of June 30, 2020. However, only $15,100,140 was available to be designated.

## NOTE 8: DEFERRED COMPENSATION AGREEMENT

The District offers its employees a deferred compensation plan (DC Plan) created in accordance with Internal Revenue Code Section 457. The DC Plan, available to all of the District employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death or an unforeseeable emergency.

All amounts of compensation deferred under the DC Plan are held in trust and are not subject to the creditors of the District. Accordingly, the assets and liabilities of the DC Plan are not reflected on these financial statements.

## NOTE 9: COMMITMENTS AND CONTINGENCIES

### *Grant awards*

The District has received funds for specific purposes that are subject to review and audit by the grantors. Although such audits could generate expenditure disallowances under terms of the grants or contracts, management believes that any required reimbursements will not be material.

### *Litigation*

Legal claims and lawsuits arise from time to time in the normal course of business, which, in the opinion of management, will have no material effect on the District's financial position.

### *Refunding agreements*

Refunding agreements are amounts due to developers for water and sewer systems donated to the District. Refunds are based on new connections to each system. The District is not liable for amounts not refunded at the expiration of an agreement.

The District has entered into agreements to partially reimburse developers for payments made to construct water and/or sewer lines donated to the District. Reimbursements are made from the front footage charges collected by the District when new connections are made to the lines.

### *COVID 19 considerations*

On March 11, 2020, the World Health Organization declared the novel strain of coronavirus (COVID-19) a global pandemic and recommended containment and mitigation measures worldwide. The COVID-19 outbreak in the United States has caused business disruption through mandated and voluntary closings of businesses and shelter in place orders for all but those deemed essential services. While the business disruption is currently expected to be temporary, there is considerable uncertainty around the duration of the closings and shelter in place orders. As a result, the outbreak has caused uncertainty in the financial markets. However, even though the District's office remains closed to the public, the District continues to provide essential services to its customers. Its operations and revenue sources have not been significantly impacted by the pandemic. No adjustments have been made to these financial statements as a result of this uncertainty.

## NOTE 10: RISK MANAGEMENT

The District is exposed to various risks of loss related to torts: theft of, damage to and destruction of assets; errors and omissions; and natural disasters. It is a member of the Association of California Water Agencies Joint Powers Insurance Authority (Insurance Authority). The Insurance Authority is a risk-pooling, self-insurance authority, created under the provisions of California Government Code Sections 6500 et. seq. The purpose of the Insurance Authority is to arrange and administer programs of insurance for the pooling of self-insured losses and to purchase excess insurance coverage.

On June 30, 2020, the District participated in the self-insurance program of the Insurance Authority as follows:

*Property Loss* – The Insurance Authority has pooled self-insurance up to $100,000 per occurrence and has purchased excess insurance coverage up to $500,000,000 (total insurable value of $7,386,985), with deductibles ranging from $2,500 to $100,000.

*General, Auto and Public Officials Errors and Omissions Liability* – The Insurance Authority has pooled self-insurance up to $5,000,000 and has purchased excess insurance coverage up to $55,000,000.

*Cyber Liability* – The Insurance Authority has pooled self-insurance up to $3,000,000 per occurrence subject to a $5,000,000 aggregate limit.

*Fidelity: Public Employee Dishonesty, Forgery or Alteration, Computer Fraud & ERISA* – The Insurance Authority has pooled self-insurance up to $1,000,000 per occurrence, with $1,000 deductible.

*Workers' Compensation* – The Insurance Authority has pooled self-insurance up to $2,000,000 each for workers' compensation and employers' liability. The employers' liability is insured up to $2,000,000, in excess of $2,000,000 Self-Insured Retention. Workers' compensation is insured up to the statutory limit.

There were no settlements in excess of the insurance coverage in any of the three prior fiscal years.

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*Mission Springs Water District*

## Schedule of the District's Proportionate Share of the Net Pension Liability and Related Ratios as of the Measurement Date
## Last 10 Years*

| Measurement date | Employer's proportion of the collective net pension liability [1] | Employer's proportionate share of the collective net pension liability | Covered payroll | Employer's proportionate share of the collective net pension liability as a percentage of the employer's covered payroll | Pension plan's fiduciary net position as a percentage of the total pension liability |
|---|---|---|---|---|---|
| June 30, 2014 | 0.077930% | $ 4,849,312 | $ 2,652,027 | 182.85% | 73.82% |
| June 30, 2015 | 0.085197% | 5,847,823 | 2,604,796 | 224.50% | 69.65% |
| June 30, 2016 | 0.076692% | 6,636,212 | 2,583,022 | 256.92% | 67.04% |
| June 30, 2017 | 0.072935% | 7,233,188 | 2,828,491 | 255.73% | 67.25% |
| June 30, 2018 | 0.070742% | 6,816,900 | 3,130,723 | 217.74% | 70.50% |
| June 30, 2019 | 0.068262% | 6,994,867 | 3,321,379 | 210.60% | 71.39% |

[1] Proportion of the collective net pension liability represents the plan's proportion of PERF C, which includes both the Miscellaneous and Safety Risk Pools excluding the 1959 Survivors Risk Pool.

* Historical information is required only for measurement periods for which it is applicable. Future years' information will be displayed up to 10 years as information becomes available.

*Mission Springs Water District*

## Schedule of Pension Plan Contributions
## Last 10 Years*

| Fiscal year | Actuarially determined contribution | Contributions in relation to the actuarially determined contribution | Contribution deficiency (excess) | Covered payroll | Contributions as a Percentage of Covered Payroll |
|---|---|---|---|---|---|
| June 30, 2015 | $ 693,665 | $ (693,665) | $ - | $ 2,604,796 | 26.63% |
| June 30, 2016 | 810,210 | (810,210) | - | 2,583,022 | 31.37% |
| June 30, 2017 | 879,168 | (879,168) | - | 2,828,491 | 31.08% |
| June 30, 2018 | 953,145 | (953,145) | - | 3,130,723 | 30.44% |
| June 30, 2019 | 1,027,933 | (1,027,933) | - | 3,321,379 | 30.95% |
| June 30, 2020 | 1,167,827 | (1,167,827) | - | 3,803,501 | 30.70% |

**Notes to Schedule:**

Change in Benefit Terms: None

Changes in Assumptions: There were no changes in assumptions in 2019. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate. In 2017, the accounting discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent discount rate.

* Historical information is required only for measurement periods for which it is applicable. Future years' information will be displayed up to 10 years as information becomes available.

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**Supplementary Information**

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## Schedule of Operating Expenses by Natural Classification
## For the Year Ended June 30, 2020

| | Water | Sewer | Total |
|---|---|---|---|
| **OPERATING EXPENSES** | | | |
| Salaries and wages | $ 2,848,219 | $ 1,219,906 | $ 4,068,125 |
| Employee benefits | 1,875,134 | 803,849 | 2,678,983 |
| Bank and administrative charges | 111,190 | 43,469 | 154,659 |
| Materials and supplies | 600,591 | 144,424 | 745,015 |
| Equipment rental | 6,785 | 2,652 | 9,437 |
| Outside services | 1,388,261 | 1,015,523 | 2,403,784 |
| Ground water replenishment fees | 207,620 | - | 207,620 |
| Utilities | 1,070,500 | 193,292 | 1,263,792 |
| Directors' fees | 21,677 | 8,474 | 30,151 |
| Engineering | 46,474 | - | 46,474 |
| Insurance | 171,157 | 66,912 | 238,069 |
| Penalties | 843 | 329 | 1,172 |
| Professional services | 554,285 | 216,692 | 770,977 |
| Office expense | 59,369 | 23,214 | 82,583 |
| Repairs and maintenance | 11,460 | 4,480 | 15,940 |
| Standby reports | 11,216 | 3,350 | 14,566 |
| Dues and subscriptions | 1,196 | 1,811 | 3,007 |
| Permits | 40,335 | 67,684 | 108,019 |
| Training and conferences | 78,815 | 32,808 | 111,623 |
| Ground water management | 13,423 | 5,247 | 18,670 |
| Depreciation | 2,410,136 | 1,619,489 | 4,029,625 |
| Total operating expenses | $ 11,528,686 | $ 5,473,605 | $ 17,002,291 |

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**Schedule of Principal and Interest Repayments**
**Note Payable - Assessment District #4 Special Assessment Bonds, Series R-1**
**(Unaudited)**

| Date | Interest Rate | Interest Due | Principal Payment | Total Debt Service | Balance Principal Unpaid |
|---|---|---|---|---|---|
| 6/30/20 | | | | | $ 12,000 |
| 7/2/20 | 11.375 | $ 683 | $ 4,000 | $ 4,683 | 8,000 |
| 1/2/21 | 11.375 | 455 | - | 455 | 8,000 |
| 7/2/21 | 11.375 | 455 | 4,000 | 4,455 | 4,000 |
| 1/2/22 | 11.375 | 228 | - | 228 | 4,000 |
| 7/2/22 | 11.375 | 228 | 4,000 | 4,228 | - |
| | | $ 2,049 | $ 12,000 | $ 14,049 | |

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**Schedule of Principal and Interest Repayments**
**Note Payable - Assessment District #7 Special Assessment Bonds**
**(Unaudited)**

| Date | Interest Rate | Interest Due | Principal Payment | Total Debt Service | Balance Principal Unpaid |
|---|---|---|---|---|---|
| 6/30/20 | | | | | $ 70,000 |
| 7/2/20 | 7.250 | $ 2,537 | $ 12,000 | $ 14,537 | 58,000 |
| 1/2/21 | 7.250 | 2,102 | - | 2,102 | 58,000 |
| 7/2/21 | 7.250 | 2,102 | 13,000 | 15,102 | 45,000 |
| 1/2/22 | 7.250 | 1,631 | - | 1,631 | 45,000 |
| 7/2/22 | 7.250 | 1,631 | 14,000 | 15,631 | 31,000 |
| 1/2/23 | 7.250 | 1,123 | - | 1,123 | 31,000 |
| 7/2/23 | 7.250 | 1,123 | 15,000 | 16,123 | 16,000 |
| 1/2/24 | 7.250 | 580 | - | 580 | 16,000 |
| 7/2/24 | 7.250 | 580 | 16,000 | 16,580 | - |
| | | $ 13,409 | $ 70,000 | $ 83,409 | |

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**Schedule of Principal and Interest Repayments**
**Note Payable – Certificated of Participation – United States Department of Agriculture**
**(Unaudited)**

| Date | Interest Rate | Interest Due | Principal Payment | Total Debt Service | Balance Principal Unpaid |
|---|---|---|---|---|---|
| 6/30/20 | | | | | $ 253,401 |
| 8/1/20 | 4.500 | $ 5,702 | $ - | $ 5,702 | 253,401 |
| 2/1/21 | 4.500 | 5,702 | 7,500 | 13,202 | 245,901 |
| 8/1/21 | 4.500 | 5,533 | - | 5,533 | 245,901 |
| 2/1/22 | 4.500 | 5,533 | 7,900 | 13,433 | 238,001 |
| 8/1/22 | 4.500 | 5,355 | - | 5,355 | 238,001 |
| 2/1/23 | 4.500 | 5,355 | 8,200 | 13,555 | 229,801 |
| 8/1/23 | 4.500 | 5,171 | - | 5,171 | 229,801 |
| 2/1/24 | 4.500 | 5,171 | 8,600 | 13,771 | 221,201 |
| 8/1/24 | 4.500 | 4,977 | - | 4,977 | 221,201 |
| 2/1/25 | 4.500 | 4,977 | 8,900 | 13,877 | 212,301 |
| 8/1/25 | 4.500 | 4,777 | - | 4,777 | 212,301 |
| 2/1/26 | 4.500 | 4,777 | 9,400 | 14,177 | 202,901 |
| 8/1/26 | 4.500 | 4,565 | - | 4,565 | 202,901 |
| 2/1/27 | 4.500 | 4,565 | 9,800 | 14,365 | 193,101 |
| 8/1/27 | 4.500 | 4,345 | - | 4,345 | 193,101 |
| 2/1/28 | 4.500 | 4,345 | 10,200 | 14,545 | 182,901 |
| 8/1/28 | 4.500 | 4,115 | - | 4,115 | 182,901 |
| 2/1/29 | 4.500 | 4,115 | 10,700 | 14,815 | 172,201 |
| 8/1/29 | 4.500 | 3,875 | - | 3,875 | 172,201 |
| 2/1/30 | 4.500 | 3,875 | 11,100 | 14,975 | 161,101 |
| 8/1/30 | 4.500 | 3,625 | - | 3,625 | 161,101 |
| 2/1/31 | 4.500 | 3,625 | 11,600 | 15,225 | 149,501 |
| 8/1/31 | 4.500 | 3,364 | - | 3,364 | 149,501 |
| 2/1/32 | 4.500 | 3,364 | 12,200 | 15,564 | 137,301 |
| 8/1/32 | 4.500 | 3,089 | - | 3,089 | 137,301 |
| 2/1/33 | 4.500 | 3,089 | 12,700 | 15,789 | 124,601 |
| 8/1/33 | 4.500 | 2,804 | - | 2,804 | 124,601 |
| 2/1/34 | 4.500 | 2,804 | 13,300 | 16,104 | 111,301 |
| 8/1/34 | 4.500 | 2,504 | - | 2,504 | 111,301 |
| 2/1/35 | 4.500 | 2,504 | 13,900 | 16,404 | 97,401 |
| 8/1/35 | 4.500 | 2,192 | - | 2,192 | 97,401 |
| 2/1/36 | 4.500 | 2,192 | 14,500 | 16,692 | 82,901 |
| 8/1/36 | 4.500 | 1,865 | - | 1,865 | 82,901 |
| 2/1/37 | 4.500 | 1,865 | 15,200 | 17,065 | 67,701 |
| 8/1/37 | 4.500 | 1,523 | - | 1,523 | 67,701 |
| 2/1/38 | 4.500 | 1,523 | 15,800 | 17,323 | 51,901 |
| 8/1/38 | 4.500 | 1,168 | - | 1,168 | 51,901 |
| 2/1/39 | 4.500 | 1,168 | 16,500 | 17,668 | 35,401 |
| 8/1/39 | 4.500 | 797 | - | 797 | 35,401 |
| 2/1/40 | 4.500 | 797 | 17,300 | 18,097 | 18,101 |
| 8/1/40 | 4.500 | 407 | - | 407 | 18,101 |
| 2/1/41 | 4.500 | 407 | 18,101 | 18,508 | - |
| | | $ 143,506 | $ 253,401 | $ 396,907 | |

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**Schedule of Principal and Interest Repayments**
**Note Payable – Installment Sale Agreement**
**Assessment District #12, Phase I and Phase II - Refinance**
**(Unaudited)**

| Date | Interest Rate | Interest Due | Principal Payment | Total Debt Service | Balance Principal Unpaid |
|---|---|---|---|---|---|
| 6/30/20 | | | | | $ 1,716,511 |
| 9/21/20 | 2.90 | $ 24,889 | $ 120,111 | $ 145,000 | 1,596,400 |
| 3/21/21 | 2.90 | 23,148 | 121,852 | 145,000 | 1,474,548 |
| 9/21/21 | 2.90 | 21,381 | 123,619 | 145,000 | 1,350,929 |
| 3/21/22 | 2.90 | 19,588 | 125,412 | 145,000 | 1,225,517 |
| 9/21/22 | 2.90 | 17,770 | 127,230 | 145,000 | 1,098,287 |
| 3/21/23 | 2.90 | 15,925 | 129,075 | 145,000 | 969,212 |
| 9/21/23 | 2.90 | 14,054 | 130,946 | 145,000 | 838,266 |
| 3/21/24 | 2.90 | 12,155 | 132,845 | 145,000 | 705,421 |
| 9/21/24 | 2.90 | 10,229 | 134,771 | 145,000 | 570,650 |
| 3/21/25 | 2.90 | 8,274 | 136,726 | 145,000 | 433,924 |
| 9/21/25 | 2.90 | 6,292 | 138,708 | 145,000 | 295,216 |
| 3/21/26 | 2.90 | 4,281 | 140,719 | 145,000 | 154,497 |
| 9/21/26 | 2.90 | 2,240 | 50,760 | 53,000 | 103,737 |
| 3/21/27 | 2.90 | 1,504 | 51,496 | 53,000 | 52,241 |
| 9/21/27 | 2.90 | 759 | 52,241 | 53,000 | - |
| | | $ 182,489 | $ 1,716,511 | $ 1,899,000 | |

*Mission Springs Water District*

**Schedule of Principal and Interest Repayments**
**Note Payable – Installment Sale Agreement**
**Mission Creek – 80 Acres**
**(Unaudited)**

| Date | Interest Rate | Interest Due | Principal Payment | Total Debt Service | Balance Principal Unpaid |
|---|---|---|---|---|---|
| 6/30/20 | | | | | $ 242,103 |
| 12/7/20 | 4.190 | $ 5,080 | $ 7,111 | $ 12,191 | 234,992 |
| 6/7/21 | 4.190 | 4,931 | 7,260 | 12,191 | 227,732 |
| 12/7/21 | 4.190 | 4,779 | 7,412 | 12,191 | 220,320 |
| 6/7/22 | 4.190 | 4,624 | 7,567 | 12,191 | 212,753 |
| 12/7/22 | 4.190 | 4,465 | 7,726 | 12,191 | 205,027 |
| 6/7/23 | 4.190 | 4,303 | 7,888 | 12,191 | 197,139 |
| 12/7/23 | 4.190 | 4,138 | 8,053 | 12,191 | 189,086 |
| 6/7/24 | 4.190 | 3,969 | 8,222 | 12,191 | 180,864 |
| 12/7/24 | 4.190 | 3,797 | 8,394 | 12,191 | 172,470 |
| 6/7/25 | 4.190 | 3,621 | 8,570 | 12,191 | 163,900 |
| 12/7/25 | 4.190 | 3,442 | 8,749 | 12,191 | 155,151 |
| 6/7/26 | 4.190 | 3,259 | 8,932 | 12,191 | 146,219 |
| 12/7/26 | 4.190 | 3,071 | 9,120 | 12,191 | 137,099 |
| 6/7/27 | 4.190 | 2,880 | 9,311 | 12,191 | 127,788 |
| 12/7/27 | 4.190 | 2,685 | 9,506 | 12,191 | 118,282 |
| 6/7/28 | 4.190 | 2,486 | 9,705 | 12,191 | 108,577 |
| 12/7/28 | 4.190 | 2,283 | 9,908 | 12,191 | 98,669 |
| 6/7/29 | 4.190 | 2,075 | 10,116 | 12,191 | 88,553 |
| 12/7/29 | 4.190 | 1,863 | 10,328 | 12,191 | 78,225 |
| 6/7/30 | 4.190 | 1,647 | 10,544 | 12,191 | 67,681 |
| 12/7/30 | 4.190 | 1,426 | 10,765 | 12,191 | 56,916 |
| 6/7/31 | 4.190 | 1,201 | 10,990 | 12,191 | 45,926 |
| 12/7/31 | 4.190 | 1,078 | 11,113 | 12,191 | 34,813 |
| 6/7/32 | 4.190 | 710 | 11,481 | 12,191 | 23,332 |
| 12/7/32 | 4.190 | 568 | 11,623 | 12,191 | 11,709 |
| 6/7/33 | 4.190 | 482 | 11,709 | 12,191 | - |
| | | $ 74,863 | $ 242,103 | $ 316,966 | |

*Mission Springs Water District*

**Schedule of Principal and Interest Repayments**
**State Revolving Fund Assessment District #12, Phase IV**
**(Unaudited)**

| Date | Interest Rate | Interest Due | Principal Payment | Total Debt Service | Balance Principal Unpaid |
|---|---|---|---|---|---|
| 6/30/20 | | | | | $ 3,388,171 |
| 1/31/22 | 2.200 | $ 74,540 | $ 227,970 | $ 302,510 | 3,160,201 |
| 1/31/23 | 2.200 | 69,525 | 232,985 | 302,510 | 2,927,216 |
| 1/31/24 | 2.200 | 64,399 | 238,111 | 302,510 | 2,689,105 |
| 1/31/25 | 2.200 | 59,160 | 243,350 | 302,510 | 2,445,755 |
| 1/31/26 | 2.200 | 53,807 | 248,703 | 302,510 | 2,197,052 |
| 1/31/27 | 2.200 | 48,335 | 254,175 | 302,510 | 1,942,877 |
| 1/31/28 | 2.200 | 42,743 | 259,767 | 302,510 | 1,683,110 |
| 1/31/29 | 2.200 | 37,029 | 265,481 | 302,510 | 1,417,629 |
| 1/31/30 | 2.200 | 31,188 | 271,322 | 302,510 | 1,146,307 |
| 1/31/31 | 2.200 | 25,219 | 277,291 | 302,510 | 869,016 |
| 1/31/32 | 2.200 | 19,118 | 283,392 | 302,510 | 585,624 |
| 1/31/33 | 2.200 | 12,884 | 289,626 | 302,510 | 295,998 |
| 1/31/34 | 2.200 | 6,512 | 295,998 | 302,510 | - |
| | | $ 544,459 | $ 3,388,171 | $ 3,932,630 | |

*Mission Springs Water District*

**Schedule of Principal and Interest Repayments**
**Note Payable – Installment Sale Agreement**
**Assessment District #12, Phase V**
**(Unaudited)**

| Date | Interest Rate | Interest Due | Principal Payment | Total Debt Service | Balance Principal Unpaid |
|---|---|---|---|---|---|
| 6/30/20 | | | | | $ 2,139,426 |
| 9/2/20 | 3.950 | $ 42,254 | $ 55,359 | $ 97,613 | 2,084,067 |
| 3/2/21 | 3.950 | 41,161 | 56,452 | 97,613 | 2,027,615 |
| 9/2/21 | 3.950 | 40,046 | 57,567 | 97,613 | 1,970,048 |
| 3/2/22 | 3.950 | 38,909 | 58,704 | 97,613 | 1,911,344 |
| 9/2/22 | 3.950 | 37,749 | 59,864 | 97,613 | 1,851,480 |
| 3/2/23 | 3.950 | 36,567 | 61,046 | 97,613 | 1,790,434 |
| 9/2/23 | 3.950 | 35,361 | 62,252 | 97,613 | 1,728,182 |
| 3/2/24 | 3.950 | 34,132 | 63,481 | 97,613 | 1,664,701 |
| 9/2/24 | 3.950 | 32,878 | 64,735 | 97,613 | 1,599,966 |
| 3/2/25 | 3.950 | 31,600 | 66,013 | 97,613 | 1,533,953 |
| 9/2/25 | 3.950 | 30,296 | 67,317 | 97,613 | 1,466,636 |
| 3/2/26 | 3.950 | 28,966 | 68,647 | 97,613 | 1,397,989 |
| 9/2/26 | 3.950 | 27,610 | 70,003 | 97,613 | 1,327,986 |
| 3/2/27 | 3.950 | 26,228 | 71,385 | 97,613 | 1,256,601 |
| 9/2/27 | 3.950 | 24,818 | 72,795 | 97,613 | 1,183,806 |
| 3/2/28 | 3.950 | 23,380 | 74,233 | 97,613 | 1,109,573 |
| 9/2/28 | 3.950 | 21,914 | 75,699 | 97,613 | 1,033,874 |
| 3/2/29 | 3.950 | 20,419 | 77,194 | 97,613 | 956,680 |
| 9/2/29 | 3.950 | 18,894 | 956,680 | 975,574 | - |
| | | $ 593,182 | $ 2,139,426 | $ 2,732,608 | |

DRAFT
SUBJECT TO CH Item 9. S

**Schedule of Principal and Interest Repayments**
**Note Payable – Installment Sale Agreement**
**Assessment District #12, Phase VI**
**(Unaudited)**

| Date | Interest Rate | Interest Due | Principal Payment | Total Debt Service | Balance Principal Unpaid |
|---|---|---|---|---|---|
| 6/30/20 | | | | | $ 2,139,426 |
| 9/2/20 | 3.950 | $ 42,254 | $ 55,359 | $ 97,613 | 2,084,067 |
| 3/2/21 | 3.950 | 41,161 | 56,452 | 97,613 | 2,027,615 |
| 9/2/21 | 3.950 | 40,046 | 57,567 | 97,613 | 1,970,048 |
| 3/2/22 | 3.950 | 38,909 | 58,704 | 97,613 | 1,911,344 |
| 9/2/22 | 3.950 | 37,749 | 59,864 | 97,613 | 1,851,480 |
| 3/2/23 | 3.950 | 36,567 | 61,046 | 97,613 | 1,790,434 |
| 9/2/23 | 3.950 | 35,361 | 62,252 | 97,613 | 1,728,182 |
| 3/2/24 | 3.950 | 34,132 | 63,481 | 97,613 | 1,664,701 |
| 9/2/24 | 3.950 | 32,878 | 64,735 | 97,613 | 1,599,966 |
| 3/2/25 | 3.950 | 31,600 | 66,013 | 97,613 | 1,533,953 |
| 9/2/25 | 3.950 | 30,296 | 67,317 | 97,613 | 1,466,636 |
| 3/2/26 | 3.950 | 28,966 | 68,647 | 97,613 | 1,397,989 |
| 9/2/26 | 3.950 | 27,610 | 70,003 | 97,613 | 1,327,986 |
| 3/2/27 | 3.950 | 26,228 | 71,385 | 97,613 | 1,256,601 |
| 9/2/27 | 3.950 | 24,818 | 72,795 | 97,613 | 1,183,806 |
| 3/2/28 | 3.950 | 23,380 | 74,233 | 97,613 | 1,109,573 |
| 9/2/28 | 3.950 | 21,914 | 75,699 | 97,613 | 1,033,874 |
| 3/2/29 | 3.950 | 20,419 | 77,194 | 97,613 | 956,680 |
| 9/2/29 | 3.950 | 18,894 | 956,680 | 975,574 | - |
| | | $ 593,182 | $ 2,139,426 | $ 2,732,608 | |

# AGENDA STAFF REPORT
# REGULAR BOARD MEETINGS JANUARY 14 & 19, 2021

| | | |
|---|---|---|
| **FROM:** | **General Manager** | Arden Wallum |
| **BY:** | **Director of Administrative Services** | Matt McCue |

**FOR:** ☑ **ACTION** ❒ Direction ❒ Information

## MID-YEAR BUDGET REVIEW AND PROPOSED FY 2020/21 SUPPLEMENTAL BUDGET REQUEST

**STAFF RECOMMENDATION**
Approve FY 2020/21 supplemental budget request including an increase of $2,337,707 in Operating Revenue, $1,019,600 to the Total Operating Expenses Budget, an increase to the Capital Budget of $1,915,500, and an addition of one range (31) to the Salary Matrix.

**SUMMARY**
Staff's recommendation is to increase Operating Revenue by $2,337,707, increase Operating Expenses Budget by $1,019,600, and increase the capital budget $1,915,500 (comprised of five capital projects). Also, staff recommends adding one range (31) to the Salary Matrix.

**ANALYSIS**
See attached "Mid-Year Budget Revisions 2020/2021" for details.

**FISCAL IMPACT**
See ANALYSIS above

**ATTACHMENT(S)**
Departmental Budgets (revised)
Capital Budget and Continuing Appropriations (revised)
Budget Revision Summary -- "Mid-Year Budget Revisions 2020/2021"
Salary Matrix (effective 1/19/21)

| | | | | | DEBT SERVICE FUNDS | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | WATER DISTRICT | | | SEWER DISTRICT | | | | CAPITAL IMPROVEMENT FUNDS | | |
| | COMBINED DISTRICTS TOTAL FUNDS | OPERATING FUNDS | | | IMPROVEMENT DISTRICT #2 | IMPROVEMENT DISTRICT E | INSTALLMENT SALE AGREEMENTS | ASSESSMENT DISTRICT #4 | ASSESSMENT DISTRICT #7 | ASSESSMENT DISTRICT #11 & 12 | INSTALLMENT SALE AGREEMENTS | GENERAL DISTRICT | WATER DISTRICT | SEWER DISTRICT |
| | | GENERAL DISTRICT | WATER DISTRICT | SEWER DISTRICT | | | | | | | | | | |
| **OPERATING REVENUES** | **19,498,967** | 0 | 12,732,767 | 6,766,200 | | | | | | | | | | |
| **OPERATING EXPENSES:** | | | | | | | | | | | | | | |
| CUSTOMER ACCOUNTS | **1,385,764** | 282,204 | 1,103,560 | | | | | | | | | | | |
| BUILDINGS AND GROUNDS | **175,836** | 175,836 | 0 | | | | | | | | | | | |
| VEHICLE MAINTENANCE | **401,580** | 401,580 | | | | | | | | | | | | |
| CENTRAL SERVICES | **708,973** | 708,973 | | | | | | | | | | | | |
| ADMINISTRATION | **1,902,230** | 1,902,230 | | | | | | | | | | | | |
| BOARD OF DIRECTORS | **367,384** | 367,384 | | | | | | | | | | | | |
| PUBLIC AFFAIRS | **542,027** | 376,607 | 165,420 | | | | | | | | | | | |
| HUMAN RESOURCES | **224,500** | 224,500 | | | | | | | | | | | | |
| ENGINEERING | **717,038** | 637,738 | 70,300 | 9,000 | | | | | | | | | | |
| ACCOUNTING | **795,660** | 795,660 | | | | | | | | | | | | |
| PUMPING | **2,165,709** | | 2,165,709 | | | | | | | | | | | |
| TRANSMISSION AND DISTRIBUTION | **1,590,706** | | 1,590,706 | | | | | | | | | | | |
| COLLECTION | **436,440** | | | 436,440 | | | | | | | | | | |
| TREATMENT | **1,222,226** | | 0 | 1,222,226 | | | | | | | | | | |
| DISPOSAL | **526,912** | | | 526,912 | | | | | | | | | | |
| OTHER | **1,540,664** | 1,327,040 | 136,620 | 77,004 | | | | | | | | | | |
| DEPRECIATION | **3,856,303** | 133,651 | 2,149,996 | 1,572,656 | | | | | | | | | | |
| CAPITAL LABOR AND COSTS | | | | | | | | | | | | 55,212 | 206,940 | 132,720 |
| ADMINISTRATIVE COSTS ALLOCATED | **(768,132)** | (7,333,403) | 4,830,347 | 1,734,924 | | | | | | | | 66,804 | 307,044 | 166,020 |
| **TOTAL OPERATING EXPENSE** | **17,791,820** | 0 | 12,212,658 | 5,579,162 | | | | | | | | | | |
| **NET OPERATING INCOME(LOSS)** | **1,707,147** | 0 | 520,109 | 1,187,038 | | | | | | | | | | |
| **ADD NON-OPERATING REVENUE:** | | | | | | | | | | | | | | |
| CONNECTION FEES | **516,953** | 0 | 504,353 | 12,600 | | | | | | | | | | |
| PROPERTY TAXES | **1,500,698** | 526,770 | 613,206 | 360,722 | | | | | | | | | | |
| INTEREST INCOME | **758,517** | 124,200 | 162,000 | 133,860 | 396 | 1,068 | | 1,940 | 6,017 | 329,036 | | | | |
| UNREALIZED GAINS/LOSSES | **399,240** | 87,840 | 157,344 | 154,056 | | | | | | | | | | |
| FRONT FOOTAGE FEES | **0** | | | | | | | | | 0 | | | | |
| GRANT | **9,486,115** | 0 | 1,156,115 | 8,330,000 | | | | | | | | | | |
| **LESS INTEREST & DEBT SERVICE EXPENSE:** | | | | | | | | | | | | | | |
| PRIOR YEARS RETIREMENT AMORTIZED | **(453,134)** | (453,134) | 0 | 0 | | | | | | | | | | |
| INTEREST | **(270,453)** | | | | | (11,280) | (9,525) | (1,368) | (5,076) | (243,204) | | | | |
| AMORTIZATION-DISCOUNTS & COSTS | **(1,440)** | | (216) | | | (1,224) | | | | 0 | | | | |
| SERVICE CHARGES | **0** | | 0 | 0 | | 0 | | | | | | | | |
| **NET INCOME(LOSS)** | **13,643,643** | 285,676 | 3,112,911 | 10,178,276 | 396 | (11,436) | (9,525) | 572 | 941 | 85,832 | 0 | | | |
| LOAN PROCEEEDS | **14,307,687** | 500,000 | 3,207,687 | 10,600,000 | | | | | | | | | | |
| ADD ASSESSMENT DISTRICT PRINCIPAL | **2,740,184** | | | 2,000,000 | | | | 4,000 | 12,000 | 724,184 | | | | |
| ADD DEPRECIATION & AMORTIZATION | **3,857,743** | 133,651 | 2,150,212 | 1,572,656 | | 1,224 | | | | 0 | | | | |
| **TOTAL CASH PROVIDED** | **34,549,257** | **919,327** | **8,470,810** | **24,350,932** | **396** | **(10,212)** | **(9,525)** | **4,572** | **12,941** | **810,016** | **0** | | | |
| **CASH APPLIED OR RESERVED FOR:** | | | | | | | | | | | | | | |
| PRINCIPAL PAYMENTS DUE | **(668,356)** | | | | | (7,500) | (14,371) | (4,000) | (12,000) | (630,485) | | | | |
| INTER-FUND TRANSFERS | **0** | | (41,212) | 181,044 | (396) | 17,712 | 23,896 | (572) | (941) | (179,531) | | | | |
| CAPITAL IMPROVEMENTS | **(39,757,362)** | (1,543,355) | (13,659,371) | (24,554,636) | | | | | | | | 1,543,355 | 13,659,371 | 24,554,636 |
| CONTINUING APPROPRIATIONS-YEAR END | **0** | 0 | 0 | 0 | | | | | | | | | | |
| CAPITAL REPLACEMENT RESERVE | **(1,928,152)** | (66,826) | (1,074,998) | (786,328) | | | | | | | | | | |
| RESERVES (INCREASED) DECREASED | **7,804,613** | 690,854 | 6,304,771 | 808,988 | | | | | | | | | | |
| **TOTAL PRINCIPAL PAYMENTS, TRANSFERS & CAPITAL IMPROVEMENT** | **(34,549,257)** | (919,327) | (8,470,810) | (24,350,932) | (396) | 10,212 | 9,525 | (4,572) | (12,941) | (810,016) | 0 | 1,665,371 | 14,173,355 | 24,853,376 |

# Mission Springs Water District

## Capital Budget and Continuing Appropriations (revised 01/19/21)

## 2021

| | DESCRIPTION | JOB # | As of 6/30/20 BUDGET | Interim Additions/ Transfers | Continuing Appropriations from 2019/2020 Budget | Projects expected to close by 6/30/20 | Projects proposed to be added to 2020/2021 budget | Final Capital and Continuing Appropriations 2020/2021 | Funds Expended Through 4/30/2020 | Fund in 2020/ 2021 | Fund |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | +/- | = | - | + | = | | | |
| 9 | Mission Lakes CC Sewer Plans & Specs | 10342 | 89,765 | - | 89,765 | - | - | 89,765 | 89,765 | | 301 |
| 10 | Sewer line Encasement I-10 Crossing @ Indian | 10371 | 251,972 | - | 251,972 | - | - | 251,972 | 251,972 | | 301 |
| 11 | Well White Water Basin | 10528 | 15,094 | - | 15,094 | - | - | 15,094 | 15,094 | | 201 |
| 12 | Water Infrastructure Site-H Falls & C Vintage | 10681 | 1,000 | - | 1,000 | - | - | 1,000 | 1,000 | | 201 |
| 13 | Well Site-Worsley Rd North-27 Acres | 10693 | 39,326 | - | 39,326 | - | - | 39,326 | 39,326 | | 201 |
| 14 | Well Site Worsley-Env/Eng | 10702 | 2,405 | - | 2,405 | - | - | 2,405 | 2,405 | | 201 |
| 15 | 1240Z Trans Line Quail/Terrace | 10747 | 447,995 | - | 447,995 | - | - | 447,995 | 447,995 | | 201 |
| 16 | 4 MG Reservoir @ Gateway | 10799 | 176,699 | - | 176,699 | - | - | 176,699 | 176,699 | | 201 |
| 17 | Reservoir @ 1400' Zone | 10966 | 25,432 | - | 25,432 | - | - | 25,432 | 25,432 | | 201 |
| 18 | Prelim Des/Eng Horton WWTP Exp #5 | 10969 | 171,703 | - | 171,703 | - | - | 171,703 | 171,703 | | 301 |
| 19 | Final Design Horton WWTP Exp #5 | 11032 | 940,340 | - | 940,340 | - | - | 940,340 | 940,340 | | 301 |
| 20 | Well #38 Design & Environmental | 11076 | 375,000 | - | 375,000 | - | - | 375,000 | 366,443 | | 201 |
| 21 | Horton WWTP Expansion #5 | 11087 | 13,404,000 | - | 13,404,000 | - | - | 13,404,000 | 152,616 | | 301 |
| 22 | EIR Horton WWTP Expansion #5 | 11088 | 71,416 | - | 71,416 | - | - | 71,416 | 71,416 | | 301 |
| 23 | Well # 42 (near to existing well # 22) | 11147 | 3,610,000 | - | 3,610,000 | - | - | 3,610,000 | 384,916 | 3,225,084 | 201 |
| 24 | Land 29 acres Phil Kerr | 11151 | 159,062 | - | 159,062 | - | - | 159,062 | 159,062 | | 201 |
| 25 | 1530 ZONE Redbud tank #2 Land and Const | 11159 | 80,000 | - | 80,000 | - | - | 80,000 | 70,708 | | 201 |
| 26 | I-10 & Indian Sewer Collection System | 11205 | 600,000 | - | 600,000 | - | 2,000 | 602,000 | 600,154 | 2,000 | 301 |
| 27 | Minor Improvements for Admin Bldg | 11236 | 169,500 | - | 169,500 | - | - | 169,500 | 155,230 | 14,270 | 101 |
| 28 | CVMSHCP Plan Amendment & Req'd Contributions | 11243 | 307,500 | - | 307,500 | - | - | 307,500 | 278,330 | - | 101 |
| 29 | Emergency $ @ GM Discretion | 11266 | 50,000 | - | 50,000 | - | - | 50,000 | - | 50,000 | 101 |
| 30 | Mission Creek - 80 Acres | 11282 | 328,000 | - | 328,000 | - | - | 328,000 | 325,077 | - | 201 |
| 31 | AQMD Solar Project | 11330 | 3,778,146 | - | 3,778,146 | - | - | 3,778,146 | 3,672,031 | 106,115 | 101 |
| 32 | Replace Poly Service Lines w/ Copper | 11339 | 271,110 | - | 271,110 | - | - | 271,110 | 269,268 | 1,842 | 201 |
| 33 | Well & Booster SCADA Enhancements | 11340 | 25,000 | - | 25,000 | - | - | 25,000 | 23,364 | 1,636 | 201 |
| 34 | **Well #26 Rehab** | **11343** | **75,000** | **-** | **75,000** | **-** | **107,500** | **182,500** | **-** | **182,500** | **201** |
| 35 | Water Master Plan Update | 11347 | 198,200 | - | 198,200 | - | - | 198,200 | 2,576 | 195,624 | 201 |
| 36 | Sewer Master Plan Update | 11348 | 290,300 | - | 290,300 | - | - | 290,300 | 2,169 | 288,131 | 301 |
| 37 | Public Outreach Plan | 11353 | 35,000 | - | 35,000 | - | 20,000 | 55,000 | 50,900 | 4,100 | 101 |
| 38 | Wells 27/31 dry wells | 11391 | 345,000 | - | 345,000 | - | - | 345,000 | 33,394 | 311,606 | 201 |
| 39 | Well & Booster SCADA enhancement | 11392 | 30,000 | - | 30,000 | - | - | 30,000 | 21,470 | 8,530 | 201 |
| 40 | Regional Wastewater Treatment Plant | 11424 | 28,000,000 | - | 28,000,000 | - | - | 28,000,000 | 2,266,516 | 17,000,000 | 301 |
| 41 | Area M-2 (AD #15) | 11425 | 6,250,000 | - | 6,250,000 | - | - | 6,250,000 | 552,257 | 1,000,000 | 301 |
| 42 | Conveyance line from LS to RWWTP | 11426 | 3,300,000 | - | 3,300,000 | - | - | 3,300,000 | 189,085 | 600,000 | 301 |
| 43 | Recycled Water Study | 11450 | 25,000 | - | 25,000 | - | - | 25,000 | 10,183 | 13,000 | 201 |
| 44 | Chromium 6 Compliance Study | 11451 | 200,000 | - | 200,000 | - | - | 200,000 | 14,490 | - | 201 |
| 45 | HWWTP Infl. Pup Station Odor Control | 11456 | 320,000 | - | 320,000 | - | - | 320,000 | 77,280 | 15,000 | 301 |
| 46 | Desert Willows Water Line Replacement | 11457 | 1,200,000 | - | 1,200,000 | - | - | 1,200,000 | 24,449 | 1,175,551 | 201 |
| 47 | Well 29 Chromium 6 Treatment design | 11460 | 200,000 | - | 200,000 | | - | 200,000 | - | - | 201 |
| 48 | Area J-2 | 11472 | 300,000 | - | 300,000 | - | - | 300,000 | 293,854 | - | 301 |
| 49 | N Indian Cnyn Dr Sewer Widening Proj | 11479 | 770,000 | - | 770,000 | - | - | 770,000 | 110,234 | 659,766 | 301 |
| 50 | DPLS Motor Control Cabinets | 11495 | 33,500 | - | 33,500 | | - | 33,500 | 17,608 | 15,892 | 301 |
| 51 | HWWTP Percolation Pond Rehab | 11498 | 42,000 | - | 42,000 | - | - | 42,000 | 21,882 | 20,118 | 301 |
| 52 | CVIRWMP Plan Update | 11500 | 15,000 | - | 15,000 | - | - | 15,000 | - | 15,000 | 201 |
| 53 | Corp Yard Carport Roof Enclosure | 11547 | 70,000 | | 70,000 | - | - | 70,000 | 14,828 | 55,172 | 201 |
| 54 | Corp Yard Maint. Bldg. Roof Repair | 11549 | 35,000 | | 35,000 | | - | 35,000 | - | 35,000 | 201 |
| 55 | Billing Software Upgrade | 11551 | 50,000 | | 50,000 | | - | 50,000 | 6,885 | - | 101 |
| 56 | AD # 18 Formation Costs | 11552 | 160,000 | | 160,000 | | 78,000 | 238,000 | 236,533 | 1,467 | 301 |
| 57 | HWWTP ASU Demolition | 11556 | 167,275 | | 167,275 | | - | 167,275 | 40,307 | 126,968 | 301 |
| 58 | HWWTP Percolation Ponds (2) | 11557 | 380,000 | | 380,000 | | - | 380,000 | 345,331 | 34,669 | 301 |
| 59 | Designing & Engineering Areas H & I | 11566 | 460,000 | | 460,000 | | - | 460,000 | 66,758 | 300,000 | 301 |
| 60 | Valves & Manhole adjustments for N Indian Canyon Widening County P | 11568 | 18,500 | | 18,500 | | - | 18,500 | 16,900 | - | 201 |
| 61 | Monitoring Wells - Mountains Conservance | 11575 | 185,000 | - | 185,000 | | | 185,000 | 185,071 | - | 101 |
| 62 | Production Meters | 11583 | 50,000 | - | 50,000 | | | 50,000 | - | 50,000 | 201 |
| 63 | Hydrological Study for Indio Subbasin | 11584 | 125,000 | - | 125,000 | | | 125,000 | 68,969 | 56,031 | 201 |
| 64 | Well #24 Rehab | 11592 | 277,000 | - | 277,000 | | | 277,000 | 250,486 | 26,514 | 201 |
| 65 | Block Wall at Corp Yard and Wastewater Facility | 11598 | 155,000 | | 155,000 | | - | 155,000 | 707 | 154,293 | 101 |
| 66 | Block Wall/Fence at Terrace Reservoir | 11599 | 226,288 | | 226,288 | | - | 226,288 | 13,291 | 212,997 | 201 |
| 67 | Booster Pump Rehab Program | 11600 | 150,000 | | 150,000 | | - | 150,000 | 42,118 | 107,882 | 201 |
| 68 | Modular enclosure for Chlorine equipment at Well Sites | 11601 | 124,180 | | 124,180 | | - | 124,180 | | 65,000 | 201 |
| 69 | Electrical Panel/Motor Rehab (3 sites) | 11602 | 300,000 | | 300,000 | | - | 300,000 | | 150,000 | 201 |
| 70 | New single rolling gate at Well 37 | 11603 | 25,000 | | 25,000 | | - | 25,000 | | 25,000 | 201 |
| 71 | Pavement repairs - corp yard | 11604 | 345,575 | | 345,575 | | - | 345,575 | 21,982 | 323,593 | 101 |
| 72 | SCADA Software Upgrade | 11605 | 55,000 | | 55,000 | | - | 55,000 | | 55,000 | 201 |
| 73 | Seismic Valve Controllers | 11606 | 251,336 | | 251,336 | | - | 251,336 | | 251,336 | 201 |
| 74 | Terrace Reservoir No. 1 | 11607 | 754,343 | | 754,343 | | - | 754,343 | 9,069 | 452,606 | 201 |
| 75 | Terrace Reservoir No. 2 | 11608 | 814,461 | | 814,461 | | - | 814,461 | 9,081 | 488,677 | 201 |
| 76 | Terrace Reservoir No. 3 | 11609 | 361,363 | | 361,363 | | - | 361,363 | 8,791 | 216,818 | 201 |
| 77 | Vista Reservoir No. 2 | 11610 | 975,427 | | 975,427 | | - | 975,427 | 3,608 | 585,256 | 201 |
| 78 | Well Rehabilitation Program - Well 22 | 11611 | 100,000 | | 100,000 | | - | 100,000 | | 100,000 | 201 |
| 79 | Horton Influent Pump #4 | 11612 | 32,792 | | 32,792 | | - | 32,792 | 29,804 | - | 301 |
| 80 | HWWTP Above Ground Piping & Appurtenance Rehab | 11613 | 150,000 | | 150,000 | | - | 150,000 | 344 | 149,656 | 301 |
| 81 | Horton WWTP Aerator 1-7 Paddle Replacement | 11614 | 63,331 | | 63,331 | | - | 63,331 | | 63,331 | 301 |
| 82 | HWWTP Lighting | 11615 | 40,420 | | 40,420 | | - | 40,420 | 24,475 | - | 301 |
| 83 | HWWTP Verbena Drive Entrance Rehabilitation | 11616 | 44,541 | | 44,541 | | 16,572 | 61,113 | 55,112 | - | 301 |
| 84 | HWWTP SCADA Upgrades | 11617 | 107,378 | | 107,378 | | - | 107,378 | | 107,378 | 301 |
| 85 | Design & Engineering for Areas A & G | 11618 | 1,600,000 | | 1,600,000 | | - | 1,600,000 | 401,139 | 30,000 | 301 |
| 86 | New Water Meters 3/4" - 2" 2020 | 11619 | 250,000 | | 250,000 | | - | 250,000 | 163,324 | - | 201 |
| 87 | AMI meter System | 11620 | 6,500,000 | | 6,500,000 | | - | 6,500,000 | 3,142,313 | 3,357,687 | 201 |
| 88 | Admin Building | 11621 | 5,500,000 | | 5,500,000 | | - | 5,500,000 | 7,500 | 500,000 | 101 |
| 89 | 2020 Water CIP Pipeline Replacement | 11622 | 2,264,975 | | 2,264,975 | | - | 2,264,975 | 89,070 | 250,000 | 201 |
| 90 | 2019 John Deere 210 Skip Loader | 11623 | 85,000 | | 85,000 | | - | 85,000 | | - | 301 |
| 91 | Combination Vacuum/Jetter Sewer Truck | 11624 | 530,000 | | 530,000 | | - | 530,000 | | - | 301 |
| 92 | Computer Hardware 2020 | 11625 | 36,000 | | 36,000 | | - | 36,000 | | - | 101 |
| 93 | Programming Improvements/Software 2020 | 11626 | 70,000 | | 70,000 | | - | 70,000 | 21,213 | - | 101 |
| 94 | Construction Meters | 11639 | | 17,000 | 17,000 | | - | 17,000 | 8,329 | - | 201 |
| 95 | HWWTP Effluent Filtration PDR | 11640 | | 25,000 | 25,000 | | - | 25,000 | | 25,000 | 301 |
| 96 | Regional Urban Water Management Plan | 11641 | | 50,000 | 50,000 | | - | 50,000 | 875 | 49,125 | 201 |
| 97 | San Gorgonio Pass Groundwater Sustainability Plan | 11642 | | 35,000 | 35,000 | | - | 35,000 | 562 | 34,438 | 201 |
| 98 | Mission Creek Subbasin Alternative Plan | 11645 | | 560,000 | 560,000 | | - | 560,000 | 4,411 | 555,589 | 201 |
| 99 | Admin Roof Repairs (Approved February 2020) | 11656 | | 105,000 | 105,000 | - | - | 105,000 | - | 105,000 | 101 |
| 100 | Sewer System Collections | 11657 | | | | | 750,000 | 750,000 | | 750,000 | 301 |
| 101 | Perimeter Fencing at the Kerr Property (Airport Well) | 11658 | | | | | 83,325 | 83,325 | | 83,325 | 201 |
| 102 | ARC Flash Evaluation/Study | 11659 | | | | | 100,000 | 100,000 | | 100,000 | 201 |
| 103 | Collections Camera and Transporter | 11660 | | | | | 38,000 | 38,000 | | 38,000 | 201 |
| 104 | Horton North Building Improvements | 11661 | | | | | 150,000 | 150,000 | | 150,000 | 301 |
| 105 | Infrared Inspection and Testing | 11662 | | | | | 60,250 | 60,250 | | 60,250 | 201 |
| 106 | New Water Meters 3/4" - 2" 2021 | 11663 | | | | | 250,000 | 250,000 | | 250,000 | 201 |
| 107 | Valve Exercising and Operating Equipment | 11664 | | | | | 77,541 | 77,541 | | 77,541 | 201 |
| 108 | Well and Reservoir Sites Security Cameras | 11665 | | | | | 225,075 | 225,075 | | 225,075 | 201 |
| 109 | Emergency Backup Generator Well 27/31 | 11666 | | | | | 411,002 | 411,002 | | 411,002 | 201 |
| 110 | Emergency Backup Generator Well 32 | 11667 | | | | | 300,331 | 300,331 | | 300,331 | 201 |
| 111 | Emergency Backup Generator Well 37 | 11668 | | | | | 300,331 | 300,331 | | 300,331 | 201 |
| 112 | Computer Hardware 2021 | 11669 | | | | | 40,000 | 40,000 | | 40,000 | 101 |
| 113 | Programming Improvements/Software 2021 | 11670 | | | | | 70,000 | 70,000 | | 70,000 | 101 |
| 114 | Customer Portal - AMI System & Integration Costs | 11671 | | | | | 75,000 | 75,000 | | 75,000 | 101 |
| 115 | Rate Study | 11672 | | | | | 70,000 | 70,000 | | 70,000 | 101 |
| 116 | 3" Temporary Construction Meters | 11673 | | | | | 17,000 | 17,000 | | 17,000 | 201 |
| 117 | Filtration for HWWTP | | | | 1,500,000 | | 1,500,000 | 3,000,000 | | 3,000,000 | 301 |
| 118 | Chopper Pumps for HWWTP | | | | 257,000 | | 257,000 | 514,000 | | 514,000 | 301 |
| 119 | Municode Website | | | | 31,000 | | 31,000 | 62,000 | | 93,000 | 101 |
| 120 | Municode Agenda | | | | 20,000 | | 20,000 | 40,000 | | 60,000 | 101 |
| 121 | | | | - | - | - | - | - | - | - | |
| 122 | | | | | | | | | | | |
| 123 | TOTALS | | 90,909,650 | 792,000 | 93,509,650 | - | 5,049,927 | 98,559,577 | 17,667,879 | 40,692,102 | |
| 124 | | | | | | | | | | | |
| 125 | | | | | | | 40,692,102 | Projects Expected to Occur in 2021 | | | |
| 126 | | | | | | | (9,486,115) | Grant / AD Funds related to Projects | | | |
| 127 | | | | Mid-Year Additions | | 1,915,500 | (14,307,687) | Loan proceeds | | | |
| 128 | | | | | | | 16,898,300 | Expected net cash outflow (MSWD) | | | |
| 129 | | | | | | | | | | | |
| 130 | | | | | | | | | | | |
| 131 | | | | | | | 1,665,371 | General | | | |
| 132 | | | | | | | 14,173,355 | Water | | | |
| 133 | | | | | | | 24,853,376 | Sewer | | | |
| 134 | | | | | | 1 | 40,692,102 | Total | | | |

**Mission Spring Water District**
**Mid-Year Budget Revisions 2020/2021**
**1/19/2021**

**Operating Budget Increases:**

| | | |
|---|---|---|
| Conservation | 150,000 | |
| Backflow program | 50,000 | |
| Information technology | 35,000 | |
| Help to Others Program | 20,000 | |
| Training | 3,000 | |
| Purchasing | 2,400 | |
| Field service | 5,200 | |
| Legal | 500,000 | |
| | | 765,600 |
| Increases related to changes in Classification Plan | | 254,130 |
| Total Increase in budgeted expenses | | 1,019,730 |
| Costs allocated to capital jobs | | (48,092) |
| Total Operating Budget Increases | | $ 971,638 |
| % of Total Operating Expenses | | 5.8% |

**Capital Budget Increases:**

| | | |
|---|---|---|
| Well #26 Rehab (increase) | 107,500 | |
| Cloth Media Filtration HWWTP | 1,500,000 | |
| Chopper Pumps HWWTP | 257,000 | |
| Municode website | 31,000 | |
| Municode agenda | 20,000 | |
| Total Capital Budget Increases | | $ 1,915,500 |

| | |
|---|---|
| 449103 | |
| -250000 | LEGAL |
| -120000 | CONS |
| 48900 | capital and reimbursable job G&A allocations |
| 15720 | increase in capital and reimbursable job costs |
| 143723 | |

**Effective January 19, 2021**
**Adopted by the Board as of January 19, 2021**

## MISSION SPRINGS WATER DISTRICT

| | Range | Step A | Step A1 | Step B | Step B1 | Step C | Step C1 | Step D | Step D1 | Step E | Step E1 | Step F | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Assistant General Manager (1) | 31 | $ 188,000.55 | $ 192,700.57 | $ 197,518.08 | $ 202,456.03 | $ 207,517.43 | $ 212,705.37 | $ 218,023.00 | $ 223,473.58 | $ 229,060.42 | $ 234,786.93 | $ 240,656.60 | Annual |
| | | 15,666.71 | 16,058.38 | 16,459.84 | 16,871.34 | 17,293.12 | 17,725.45 | 18,168.58 | 18,622.80 | 19,088.37 | 19,565.58 | 20,054.72 | Month |
| | | 90.38 | 92.64 | 94.96 | 97.33 | 99.77 | 102.26 | 104.82 | 107.44 | 110.13 | 112.88 | 115.70 | $/Hr. |
| Director of Engineering & Operations (1) | 30 | $ 178,941.63 | $ 183,415.17 | $ 188,000.55 | $ 192,700.57 | $ 197,518.08 | $ 202,456.03 | $ 207,517.43 | $ 212,705.37 | $ 218,023.00 | $ 223,473.58 | $ 229,060.42 | Annual |
| Director of Administrative Services (1) | | 14,911.80 | 15,284.60 | 15,666.71 | 16,058.38 | 16,459.84 | 16,871.34 | 17,293.12 | 17,725.45 | 18,168.58 | 18,622.80 | 19,088.37 | Month |
| | | 86.03 | 88.18 | 90.38 | 92.64 | 94.96 | 97.33 | 99.77 | 102.26 | 104.82 | 107.44 | 110.13 | $/Hr. |
| | 29 | $ 170,319.22 | $ 174,577.20 | $ 178,941.63 | $ 183,415.17 | $ 188,000.55 | $ 192,700.57 | $ 197,518.08 | $ 202,456.03 | $ 207,517.43 | $ 212,705.37 | $ 218,023.00 | Annual |
| | | 14,193.27 | 14,548.10 | 14,911.80 | 15,284.60 | 15,666.71 | 16,058.38 | 16,459.84 | 16,871.34 | 17,293.12 | 17,725.45 | 18,168.58 | Month |
| | | 81.88 | 83.93 | 86.03 | 88.18 | 90.38 | 92.64 | 94.96 | 97.33 | 99.77 | 102.26 | 104.82 | $/Hr. |
| | 28 | $ 162,112.29 | $ 166,165.09 | $ 170,319.22 | $ 174,577.20 | $ 178,941.63 | $ 183,415.17 | $ 188,000.55 | $ 192,700.57 | $ 197,518.08 | $ 202,456.03 | $ 207,517.43 | Annual |
| | | 13,509.36 | 13,847.09 | 14,193.27 | 14,548.10 | 14,911.80 | 15,284.60 | 15,666.71 | 16,058.38 | 16,459.84 | 16,871.34 | 17,293.12 | Month |
| | | 77.94 | 79.89 | 81.88 | 83.93 | 86.03 | 88.18 | 90.38 | 92.64 | 94.96 | 97.33 | 99.77 | $/Hr. |
| | 27 | $ 154,300.81 | $ 158,158.33 | $ 162,112.29 | $ 166,165.09 | $ 170,319.22 | $ 174,577.20 | $ 178,941.63 | $ 183,415.17 | $ 188,000.55 | $ 192,700.57 | $ 197,518.08 | Annual |
| | | 12,858.40 | 13,179.86 | 13,509.36 | 13,847.09 | 14,193.27 | 14,548.10 | 14,911.80 | 15,284.60 | 15,666.71 | 16,058.38 | 16,459.84 | Month |
| | | 74.18 | 76.04 | 77.94 | 79.89 | 81.88 | 83.93 | 86.03 | 88.18 | 90.38 | 92.64 | 94.96 | $/Hr. |
| | 26 | $ 146,865.73 | $ 150,537.37 | $ 154,300.81 | $ 158,158.33 | $ 162,112.29 | $ 166,165.09 | $ 170,319.22 | $ 174,577.20 | $ 178,941.63 | $ 183,415.17 | $ 188,000.55 | Annual |
| | | 12,238.81 | 12,544.78 | 12,858.40 | 13,179.86 | 13,509.36 | 13,847.09 | 14,193.27 | 14,548.10 | 14,911.80 | 15,284.60 | 15,666.71 | Month |
| | | 70.61 | 72.37 | 74.18 | 76.04 | 77.94 | 79.89 | 81.88 | 83.93 | 86.03 | 88.18 | 90.38 | $/Hr. |
| | 25 | $ 139,788.92 | $ 143,283.64 | $ 146,865.73 | $ 150,537.37 | $ 154,300.81 | $ 158,158.33 | $ 162,112.29 | $ 166,165.09 | $ 170,319.22 | $ 174,577.20 | $ 178,941.63 | Annual |
| | | 11,649.08 | 11,940.30 | 12,238.81 | 12,544.78 | 12,858.40 | 13,179.86 | 13,509.36 | 13,847.09 | 14,193.27 | 14,548.10 | 14,911.80 | Month |
| | | 67.21 | 68.89 | 70.61 | 72.37 | 74.18 | 76.04 | 77.94 | 79.89 | 81.88 | 83.93 | 86.03 | $/Hr. |
| | 24 | $ 133,053.10 | $ 136,379.43 | $ 139,788.92 | $ 143,283.64 | $ 146,865.73 | $ 150,537.37 | $ 154,300.81 | $ 158,158.33 | $ 162,112.29 | $ 166,165.09 | $ 170,319.22 | Annual |
| | | 11,087.76 | 11,364.95 | 11,649.08 | 11,940.30 | 12,238.81 | 12,544.78 | 12,858.40 | 13,179.86 | 13,509.36 | 13,847.09 | 14,193.27 | Month |
| | | 63.97 | 65.57 | 67.21 | 68.89 | 70.61 | 72.37 | 74.18 | 76.04 | 77.94 | 79.89 | 81.88 | $/Hr. |
| | 23 | $ 126,641.86 | $ 129,807.91 | $ 133,053.10 | $ 136,379.43 | $ 139,788.92 | $ 143,283.64 | $ 146,865.73 | $ 150,537.37 | $ 154,300.81 | $ 158,158.33 | $ 162,112.29 | Annual |
| | | 10,553.49 | 10,817.33 | 11,087.76 | 11,364.95 | 11,649.08 | 11,940.30 | 12,238.81 | 12,544.78 | 12,858.40 | 13,179.86 | 13,509.36 | Month |
| | | 60.89 | 62.41 | 63.97 | 65.57 | 67.21 | 68.89 | 70.61 | 72.37 | 74.18 | 76.04 | 77.94 | $/Hr. |
| | 22 | $ 120,539.54 | $ 123,553.03 | $ 126,641.86 | $ 129,807.91 | $ 133,053.10 | $ 136,379.43 | $ 139,788.92 | $ 143,283.64 | $ 146,865.73 | $ 150,537.37 | $ 154,300.81 | Annual |
| | | 10,044.96 | 10,296.09 | 10,553.49 | 10,817.33 | 11,087.76 | 11,364.95 | 11,649.08 | 11,940.30 | 12,238.81 | 12,544.78 | 12,858.40 | Month |
| | | 57.95 | 59.40 | 60.89 | 62.41 | 63.97 | 65.57 | 67.21 | 68.89 | 70.61 | 72.37 | 74.18 | $/Hr. |
| Field Operations Manager (1) | 21 | $ 114,731.27 | $ 117,599.56 | $ 120,539.54 | $ 123,553.03 | $ 126,641.86 | $ 129,807.91 | $ 133,053.10 | $ 136,379.43 | $ 139,788.92 | $ 143,283.64 | $ 146,865.73 | Annual |
| | | 9,560.94 | 9,799.96 | 10,044.96 | 10,296.09 | 10,553.49 | 10,817.33 | 11,087.76 | 11,364.95 | 11,649.08 | 11,940.30 | 12,238.81 | Month |
| | | 55.16 | 56.54 | 57.95 | 59.40 | 60.89 | 62.41 | 63.97 | 65.57 | 67.21 | 68.89 | 70.61 | $/Hr. |
| | 20 | $ 109,202.88 | $ 111,932.95 | $ 114,731.27 | $ 117,599.56 | $ 120,539.54 | $ 123,553.03 | $ 126,641.86 | $ 129,807.91 | $ 133,053.10 | $ 136,379.43 | $ 139,788.92 | Annual |
| | | 9,100.24 | 9,327.75 | 9,560.94 | 9,799.96 | 10,044.96 | 10,296.09 | 10,553.49 | 10,817.33 | 11,087.76 | 11,364.95 | 11,649.08 | Month |
| | | 52.50 | 53.81 | 55.16 | 56.54 | 57.95 | 59.40 | 60.89 | 62.41 | 63.97 | 65.57 | 67.21 | $/Hr. |
| | 19 | $ 103,940.87 | $ 106,539.39 | $ 109,202.88 | $ 111,932.95 | $ 114,731.27 | $ 117,599.56 | $ 120,539.54 | $ 123,553.03 | $ 126,641.86 | $ 129,807.91 | $ 133,053.10 | Annual |
| | | 8,661.74 | 8,878.28 | 9,100.24 | 9,327.75 | 9,560.94 | 9,799.96 | 10,044.96 | 10,296.09 | 10,553.49 | 10,817.33 | 11,087.76 | Month |
| | | 49.97 | 51.22 | 52.50 | 53.81 | 55.16 | 56.54 | 57.95 | 59.40 | 60.89 | 62.41 | 63.97 | $/Hr. |
| Accounting Manager (1) | 18 | $ 98,932.42 | $ 101,405.73 | $ 103,940.87 | $ 106,539.39 | $ 109,202.88 | $ 111,932.95 | $ 114,731.27 | $ 117,599.56 | $ 120,539.54 | $ 123,553.03 | $ 126,641.86 | Annual |
| Chief Plant Operator (1) | | 8,244.37 | 8,450.48 | 8,661.74 | 8,878.28 | 9,100.24 | 9,327.75 | 9,560.94 | 9,799.96 | 10,044.96 | 10,296.09 | 10,553.49 | Month |
| | | 47.56 | 48.75 | 49.97 | 51.22 | 52.50 | 53.81 | 55.16 | 56.54 | 57.95 | 59.40 | 60.89 | $/Hr. |
| Associate Engineer (1) | 17 | $ 94,165.30 | $ 96,519.43 | $ 98,932.42 | $ 101,405.73 | $ 103,940.87 | $ 106,539.39 | $ 109,202.88 | $ 111,932.95 | $ 114,731.27 | $ 117,599.56 | $ 120,539.54 | Annual |
| Maintenance Superintendent (1) | | 7,847.11 | 8,043.29 | 8,244.37 | 8,450.48 | 8,661.74 | 8,878.28 | 9,100.24 | 9,327.75 | 9,560.94 | 9,799.96 | 10,044.96 | Month |
| | | 45.27 | 46.40 | 47.56 | 48.75 | 49.97 | 51.22 | 52.50 | 53.81 | 55.16 | 56.54 | 57.95 | $/Hr. |
| | 16 | $ 89,627.89 | $ 91,868.59 | $ 94,165.30 | $ 96,519.43 | $ 98,932.42 | $ 101,405.73 | $ 103,940.87 | $ 106,539.39 | $ 109,202.88 | $ 111,932.95 | $ 114,731.27 | Annual |
| | | 7,468.99 | 7,655.72 | 7,847.11 | 8,043.29 | 8,244.37 | 8,450.48 | 8,661.74 | 8,878.28 | 9,100.24 | 9,327.75 | 9,560.94 | Month |
| | | 43.09 | 44.17 | 45.27 | 46.40 | 47.56 | 48.75 | 49.97 | 51.22 | 52.50 | 53.81 | 55.16 | $/Hr. |
| | 15 | $ 85,309.11 | $ 87,441.84 | $ 89,627.89 | $ 91,868.59 | $ 94,165.30 | $ 96,519.43 | $ 98,932.42 | $ 101,405.73 | $ 103,940.87 | $ 106,539.39 | $ 109,202.88 | Annual |
| Field Service Supervisor (1) | | 7,109.09 | 7,286.82 | 7,468.99 | 7,655.72 | 7,847.11 | 8,043.29 | 8,244.37 | 8,450.48 | 8,661.74 | 8,878.28 | 9,100.24 | Month |
| | | 41.01 | 42.04 | 43.09 | 44.17 | 45.27 | 46.40 | 47.56 | 48.75 | 49.97 | 51.22 | 52.50 | $/Hr. |
| Customer Service Manager (1), Executive Assistant (1) | 14 | $ 81,198.44 | $ 83,228.40 | $ 85,309.11 | $ 87,441.84 | $ 89,627.89 | $ 91,868.59 | $ 94,165.30 | $ 96,519.43 | $ 98,932.42 | $ 101,405.73 | $ 103,940.87 | Annual |
| Programs & Public Affairs Associate (1), HR Specialist (1) | | 6,766.54 | 6,935.70 | 7,109.09 | 7,286.82 | 7,468.99 | 7,655.72 | 7,847.11 | 8,043.29 | 8,244.37 | 8,450.48 | 8,661.74 | Month |
| | | 39.04 | 40.01 | 41.01 | 42.04 | 43.09 | 44.17 | 45.27 | 46.40 | 47.56 | 48.75 | 49.97 | $/Hr. |
| | 13 | $ 77,285.85 | $ 79,217.99 | $ 81,198.44 | $ 83,228.40 | $ 85,309.11 | $ 87,441.84 | $ 89,627.89 | $ 91,868.59 | $ 94,165.30 | $ 96,519.43 | $ 98,932.42 | Annual |
| | | 6,440.49 | 6,601.50 | 6,766.54 | 6,935.70 | 7,109.09 | 7,286.82 | 7,468.99 | 7,655.72 | 7,847.11 | 8,043.29 | 8,244.37 | Month |
| | | 37.16 | 38.09 | 39.04 | 40.01 | 41.01 | 42.04 | 43.09 | 44.17 | 45.27 | 46.40 | 47.56 | $/Hr. |
| WWTPO Lead (1) | 12 | $ 73,561.78 | $ 75,400.83 | $ 77,285.85 | $ 79,217.99 | $ 81,198.44 | $ 83,228.40 | $ 85,309.11 | $ 87,441.84 | $ 89,627.89 | $ 91,868.59 | $ 94,165.30 | Annual |
| Water Production Foreperson (1) | | 6,130.15 | 6,283.40 | 6,440.49 | 6,601.50 | 6,766.54 | 6,935.70 | 7,109.09 | 7,286.82 | 7,468.99 | 7,655.72 | 7,847.11 | Month |
| | | 35.37 | 36.25 | 37.16 | 38.09 | 39.04 | 40.01 | 41.01 | 42.04 | 43.09 | 44.17 | 45.27 | $/Hr. |
| | 11 | $ 70,017.16 | $ 71,767.59 | $ 73,561.78 | $ 75,400.83 | $ 77,285.85 | $ 79,217.99 | $ 81,198.44 | $ 83,228.40 | $ 85,309.11 | $ 87,441.84 | $ 89,627.89 | Annual |
| | | 5,834.76 | 5,980.63 | 6,130.15 | 6,283.40 | 6,440.49 | 6,601.50 | 6,766.54 | 6,935.70 | 7,109.09 | 7,286.82 | 7,468.99 | Month |
| | | 33.66 | 34.50 | 35.37 | 36.25 | 37.16 | 38.09 | 39.04 | 40.01 | 41.01 | 42.04 | 43.09 | $/Hr. |
| Facilities Maintenance Lead (1) | 10 | $ 66,643.34 | $ 68,309.43 | $ 70,017.16 | $ 71,767.59 | $ 73,561.78 | $ 75,400.83 | $ 77,285.85 | $ 79,217.99 | $ 81,198.44 | $ 83,228.40 | $ 85,309.11 | Annual |
| | | 5,553.61 | 5,692.45 | 5,834.76 | 5,980.63 | 6,130.15 | 6,283.40 | 6,440.49 | 6,601.50 | 6,766.54 | 6,935.70 | 7,109.09 | Month |
| | | 32.04 | 32.84 | 33.66 | 34.50 | 35.37 | 36.25 | 37.16 | 38.09 | 39.04 | 40.01 | 41.01 | $/Hr. |
| Engineering Technician I (2) | 9 | $ 63,432.09 | $ 65,017.90 | $ 66,643.34 | $ 68,309.43 | $ 70,017.16 | $ 71,767.59 | $ 73,561.78 | $ 75,400.83 | $ 77,285.85 | $ 79,217.99 | $ 81,198.44 | Annual |
| Lead Field Operations Tech. (2), WWTPO II (3) | | 5,286.01 | 5,418.16 | 5,553.61 | 5,692.45 | 5,834.76 | 5,980.63 | 6,130.15 | 6,283.40 | 6,440.49 | 6,601.50 | 6,766.54 | Month |
| Collections System Op. Lead (1) | | 30.50 | 31.26 | 32.04 | 32.84 | 33.66 | 34.50 | 35.37 | 36.25 | 37.16 | 38.09 | 39.04 | $/Hr. |
| Senior Accounting Technician (1) | 8 | $ 60,375.58 | $ 61,884.97 | $ 63,432.09 | $ 65,017.90 | $ 66,643.34 | $ 68,309.43 | $ 70,017.16 | $ 71,767.59 | $ 73,561.78 | $ 75,400.83 | $ 77,285.85 | Annual |
| | | 5,031.30 | 5,157.08 | 5,286.01 | 5,418.16 | 5,553.61 | 5,692.45 | 5,834.76 | 5,980.63 | 6,130.15 | 6,283.40 | 6,440.49 | Month |
| | | 29.03 | 29.75 | 30.50 | 31.26 | 32.04 | 32.84 | 33.66 | 34.50 | 35.37 | 36.25 | 37.16 | $/Hr. |
| Water Production Op. II (3) | 7 | $ 57,466.35 | $ 58,903.00 | $ 60,375.58 | $ 61,884.97 | $ 63,432.09 | $ 65,017.90 | $ 66,643.34 | $ 68,309.43 | $ 70,017.16 | $ 71,767.59 | $ 73,561.78 | Annual |
| Administrative Assistant (1) | | 4,788.86 | 4,908.58 | 5,031.30 | 5,157.08 | 5,286.01 | 5,418.16 | 5,553.61 | 5,692.45 | 5,834.76 | 5,980.63 | 6,130.15 | Month |
| Purchasing & Whse Spec. (1) | | 27.63 | 28.32 | 29.03 | 29.75 | 30.50 | 31.26 | 32.04 | 32.84 | 33.66 | 34.50 | 35.37 | $/Hr. |
| Field Operations Tech II (3), WWTPO I (1) | 6 | $ 54,697.30 | $ 56,064.73 | $ 57,466.35 | $ 58,903.00 | $ 60,375.58 | $ 61,884.97 | $ 63,432.09 | $ 65,017.90 | $ 66,643.34 | $ 68,309.43 | $ 70,017.16 | Annual |
| Customer Service Rep. III (1) | | 4,558.11 | 4,672.06 | 4,788.86 | 4,908.58 | 5,031.30 | 5,157.08 | 5,286.01 | 5,418.16 | 5,553.61 | 5,692.45 | 5,834.76 | Month |
| Accounting Technician (1), Collections System II (1) | | 26.30 | 26.95 | 27.63 | 28.32 | 29.03 | 29.75 | 30.50 | 31.26 | 32.04 | 32.84 | 33.66 | $/Hr. |
| | 5 | $ 52,061.67 | $ 53,363.22 | $ 54,697.30 | $ 56,064.73 | $ 57,466.35 | $ 58,903.00 | $ 60,375.58 | $ 61,884.97 | $ 63,432.09 | $ 65,017.90 | $ 66,643.34 | Annual |
| | | 4,338.47 | 4,446.93 | 4,558.11 | 4,672.06 | 4,788.86 | 4,908.58 | 5,031.30 | 5,157.08 | 5,286.01 | 5,418.16 | 5,553.61 | Month |
| | | 25.03 | 25.66 | 26.30 | 26.95 | 27.63 | 28.32 | 29.03 | 29.75 | 30.50 | 31.26 | 32.04 | $/Hr. |
| Office Specialist II (1), Customer Service Rep. II (2) | 4 | $ 49,553.05 | $ 50,791.88 | $ 52,061.67 | $ 53,363.22 | $ 54,697.30 | $ 56,064.73 | $ 57,466.35 | $ 58,903.00 | $ 60,375.58 | $ 61,884.97 | $ 63,432.09 | Annual |
| Field Service Rep. II (2) | | 4,129.42 | 4,232.66 | 4,338.47 | 4,446.93 | 4,558.11 | 4,672.06 | 4,788.86 | 4,908.58 | 5,031.30 | 5,157.08 | 5,286.01 | Month |
| Field Operations Tech. I (4) | | 23.82 | 24.42 | 25.03 | 25.66 | 26.30 | 26.95 | 27.63 | 28.32 | 29.03 | 29.75 | 30.50 | $/Hr. |
| | 3 | $ 47,165.31 | $ 48,344.44 | $ 49,553.05 | $ 50,791.88 | $ 52,061.67 | $ 53,363.22 | $ 54,697.30 | $ 56,064.73 | $ 57,466.35 | $ 58,903.00 | $ 60,375.58 | Annual |
| | | 3,930.44 | 4,028.70 | 4,129.42 | 4,232.66 | 4,338.47 | 4,446.93 | 4,558.11 | 4,672.06 | 4,788.86 | 4,908.58 | 5,031.30 | Month |
| | | 22.68 | 23.24 | 23.82 | 24.42 | 25.03 | 25.66 | 26.30 | 26.95 | 27.63 | 28.32 | 29.03 | $/Hr. |
| Customer Service Rep. I (1) | 2 | $ 44,892.62 | $ 46,014.93 | $ 47,165.31 | $ 48,344.44 | $ 49,553.05 | $ 50,791.88 | $ 52,061.67 | $ 53,363.22 | $ 54,697.30 | $ 56,064.73 | $ 57,466.35 | Annual |
| Field Service Rep. I (1) | | 3,741.05 | 3,834.58 | 3,930.44 | 4,028.70 | 4,129.42 | 4,232.66 | 4,338.47 | 4,446.93 | 4,558.11 | 4,672.06 | 4,788.86 | Month |
| | | 21.58 | 22.12 | 22.68 | 23.24 | 23.82 | 24.42 | 25.03 | 25.66 | 26.30 | 26.95 | 27.63 | $/Hr. |
| | 1 | $ 42,729.44 | $ 43,797.68 | $ 44,892.62 | $ 46,014.93 | $ 47,165.31 | $ 48,344.44 | $ 49,553.05 | $ 50,791.88 | $ 52,061.67 | $ 53,363.22 | $ 54,697.30 | Annual |
| | | 3,560.79 | 3,649.81 | 3,741.05 | 3,834.58 | 3,930.44 | 4,028.70 | 4,129.42 | 4,232.66 | 4,338.47 | 4,446.93 | 4,558.11 | Month |
| | | 20.54 | 21.06 | 21.58 | 22.12 | 22.68 | 23.24 | 23.82 | 24.42 | 25.03 | 25.66 | 26.30 | $/Hr. |

# REGIONAL WATER RECLAMATION FACILITY MONTHLY UPDATE

BOARD OF DIRECTORS MEETING

Steve Ledbetter for: Danny Friend

MISSION SPRINGS WATER DISTRICT | JANUARY 14, 2021

# Regional Water Reclamation Facility
# Monthly Update for December 2020

## Regional Water Reclamation Facility

- Staff completed additional review and comment on the final design; as such, the consultant (AECOM) will complete the final contract documents in January.
- Staff expects to submit the final parcel map package to the City of Desert Hot Springs for review and approval in the coming months.
- The consultant (EnviroLogic Resources) completed the final Monitoring Wells Workplan, required by the approved WDR. Staff submitted the final plan to the Regional Board in December for review and approval.
- Staff received a proposal from AECOM for Technical Assistance and Support during bidding. Staff has reviewed the proposal and will bring it to the Board for approval in January.
- Staff continues to monitor progress on the SRF/Grant funding application with the SWRCB.
    - Staff met with the SWRCB staff and confirmed the best path forward was the option to include the private septic abatement within AD-15 Area M2 in the current draft funding agreement.
    - This may result in a 1 to 2-month delay in the funding process; however, staff will continue to push for a quicker agreement completion.
    - Staff will continue to coordinate with the SWRCB regarding the final determination of grant funding and status of the funding agreement.

## Regional Water Reclamation Facility Conveyance Line

- MSWD placed design on hold due to utility easements required along Little Morongo Road by the Project.
- The consultant (TKE) has continued coordination with CVCC to attend the next CVCC Coordination/Joint Projects Review Meeting to seek approval of the required easement.
- No response was received from the utility easement request sent in September. As such, the consultant (TKE) will send follow-up requests and begin calling owner in January.

# BOARD OF DIRECTORS REGULAR MEETING STUDY SESSION MINUTES

**Thursday, December 17, 2020 at 3:00 PM**

**Via Teleconference – No Live Attendance**

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

**THE PUBLIC MAY SUBMIT ANY COMMENTS ADDRESSING ITEMS BELOW BY EMAILING DPETEE@MSWD.ORG PRIOR TO THE START OF THE MEETING.**

**CALL-IN NUMBER FOR BOARD MEMBERS AND PUBLIC (AUDIO ONLY):**

**1(623) 404-9000**

**Meeting ID: 659 010 3494**

**PUBLIC WISHING TO CONNECT TO THIS MEETING VIA VIDEO MAY CONTACT DORI PETEE AT DPETEE@MSWD.ORG OR (760) 660-4403 FOR INSTRUCTIONS.**

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**ACTION MAY BE TAKEN ON ANY ITEM LISTED ON THIS AGENDA**

**CALL TO ORDER**
President Wright called the meeting to order at 3:00 PM

**SWEARING IN OF BOARD MEMBER**
Director Duncan was sworn in by the General Manager/Secretary of the Board, Arden Wallum.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**
**Board Members Present:** President Nancy Wright, Vice President Randy Duncan, Director Steve Grasha Director Russ Martin, Director Ivan Sewell
**Staff Present:** Wallum, Petee, Friend, Llort, Macy, Scott, Alzammar, Ceja, Lucas, McCue
**Legal Counsel Present:** John Pinkney

**RULES OF PROCEDURE**
Rules of Procedure were ready by General Counsel, John Pinkney.
*First all noticed meetings are conducted using Rosenberg's Rules of Order as procedural guidance. Directors should refrain from responding directly to public comment at meetings of the Board. The President of the Board presides at all meetings and decides all points of order and procedure during*

*meetings. The President is responsible for maintenance and decorum at all Board meetings. No persons shall be allowed to speak who is not first been recognized by the President. All questions and remarks should be addressed to the President as the presiding officer. No member of the Board should speak more than once upon any one subject until every other member on the Board, wishing to speak on the subject shall have been given the opportunity to speak. No Board member shall interfere with the orderly progress of a Board meeting. In order to ensure the orderly progress of Board meetings the Board President regulates the amount of time to be dedicated to a particular agenda item."*

**PUBLIC INPUT**
No public input

**EMPLOYEE RECOGNITION**

1. **HUMAN RESOURCES REPORT**
   Employees will be acknowledged on Monday.

**ACTION ITEMS**

2. **RESOLUTION NO. 2020-21 AMENDING RESOLUTION NO. 2020-06; REVISIONS TO MISSION SPRINGS WATER DISTRICT PERSONNEL RULES AND REGULATIONS**
   It is recommended to adopt Resolution No. 2020-21 providing for the revisions to Mission Springs Water District Personnel Rules and Regulations.

   Human Resources Coordinator, Oriana Hoffert reviewed the changes being applied. Updates and minor adjustments have been made to this document. Director Grasha pointed out a section that needed amending, Rule 33a – second line mentions "unlawful harassment" it was noted that harassment is harassment and the word unlawful should be removed.

3. **ANNUAL REPORT OF CAPACITY FEES AND RELATED CAPITAL EXPENDITURES**
   It is recommended that the Board of Directors accept the annual report of capacity fees and related expenditures as submitted.

   Mr. Wallum noted this is a routine item. Mr. McCue explained that these fees have been sent to, reviewed by and approved by the DVBA. It was also sent to the BIA, MSWD received no response.

4. **ELECTION OF OFFICERS FOR 2021**
   There was no discussion.

**DISCUSSION ITEMS**

5. **MISSION SPRINGS WATER DISTRICT REGIONAL WATER RECLAMATION FACILITY**
   Mr. Wallum announced Steve Ledbetter with TKE Engineer would be providing today's update. Mr. Ledbetter informed the Board of some funding opportunities for this project. One of the conditions for this grant funding is that the District take on the responsibility of abating the septic tanks, a responsibility that usually falls on the property owner. Mr. Ledbetter continued by elaborating on the three options given to the District by the State

Water Resource Control Board; under option one (1), the State will condition the SRF (State Revolving Fund) agreement to have to connect 75% of the parcels to the system within the first year at the cost of the homeowner. Mr. Ledbetter noted that historically, the connection rate within the first year is about 30 – 40%, so the District has been unable to achieve this previously and this presents a concern. Option two (2) says the application will stand as is without the abatement and will issue the initial funding agreement; Option three (3) would be to update the application materials now and have the District put together a technical memo that outlines a change in the cost of the SRF application and justifies that the District is willing to take on this work and the work is covered under our current CEQA (California Environmental Quality Act) document and have that rolled into the initial agreement. Our CEQA consultant has confirmed that the abatement portion is covered under our existing EIR (Environmental Impact Report).

**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.*

**6. APPROVAL OF MINUTES**

It is recommended to approve the minutes as follows:

Study Session - November 12, 2020
Regular Meeting - November 16, 2020

**7. REGISTER OF DEMANDS**

The Register of Demands totaling $1,700,663.47

**8. 2021 BOARD OF DIRECTORS MEETING SCHEDULE**

**9. MAKE THE CONNECTION FINANCIAL ASSISTANCE PROGRAM APPROVAL**

The following have submitted an application for a non-transferable lien agreement to connect to the sewer system:

10373 Palm Drive $4,050.00
10646 Sunset Avenue $3,465.00

**CORRESPONDENCE**

**10. THANK YOU LETTER FROM FOOD NOW**

**DIRECTOR'S REPORTS**

**11. EVENTS & DIRECTOR'S REPORTS**

Director Sewell reported he attend the following event; 11/19 Economic Summit

**REPORTS**

**12. GENERAL MANAGERS REPORT**

Mr. Wallum thanked and congratulated the Holiday Planning Committee for all their work on this employee event. He also noted that staff is and will continue through the end of the month, to partipate in the Chrome IV Workshops. Lastly, he gave a breif COVID-19 update, reporting that number are spiking and will continue to do so. He reiterated that staff is again split with half staff working from home and rotating shifts in the office.

**13. FINANCIAL REPORT**

Mr. McCue gave the financial report for the period of July 1, 2019 to June 30, 2020

| | |
|---|---|
| Net Operating Income (Loss) – variance from Budget | $1,351,599 |
| Net Non-Operating Income (Loss) – variance from Budget | $(8,147,012) |
| Net Income (Loss) – variance from Budget | **$(6,795,413)** |

| | |
|---|---|
| *Cash* | |
| Increase (Decrease) in Cash | $(253,309) |
| Balance of Cash at Beginning of Year | $ 34,961,554 |
| Balance of Cash at April 30, 2017 | **$ 34,708,246** |
| Unrestricted Cash | **$ 3,758,832** |
| *Restricted Cash* | |
| Capital Reserve Fund | $29,965,742 |
| Other Restricted Cash | $30,949,414 |
| Cash in Custody of MSWD | **$ 34,708,246** |

**14. DISTRICT COUNSEL REPORT**

Mr. Pinkney announced closed session on the Class Action Lawsuit.

**DIRECTOR'S COMMENTS**

Vice President Duncan congratulated the newly appointed/elected Directors.

Director Martin congratulated the Directors as well.

Director Grasha announced he would like another workshop to discuss the new Admin Building.

Director Sewell thanked the Holiday Committee as well and noted he enjoyed the event very much.

**CLOSED SESSION**

**15. CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION**

pursuant to Government Code Section 54956.9(d)(1).

One Case: Case No. PSC 1600676
(Mission Springs Water District vs. Desert Water Agency)

**CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION**
pursuant to Government Code Section 54956.9(d)(1)
One Case: Case No. RIC2003782
(George Padilla and Sharon Moreno vs. Mission Springs Water District).

**REPORT ON ACTION TAKEN DURING CLOSED SESSION**
There was no reportable action.

**ADJOURN**
President Wright adjourned this meeting at 4:19 PM

Respectfully submitted,

Arden Wallum
Secretary of the Board of Directors

# BOARD OF DIRECTORS REGULAR MEETING MINUTES

**Monday, December 21, 2020 at 3:00 PM**

**Via Teleconference – No Live Attendance**

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

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**CALL-IN NUMBER FOR BOARD MEMBERS AND PUBLIC (AUDIO ONLY):**

**1(623) 404-9000**

**Meeting ID: 659 010 3494**

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**ACTION MAY BE TAKEN ON ANY ITEM LISTED ON THIS AGENDA**

**CALL TO ORDER**
President Wright called this meeting to order at 3:01 PM

**PLEDGE OF ALLEGIANCE**
President Wright led the pledge and prayer.

**ROLL CALL**
**Board Members Present:** President Nancy Wright, Vice President Randy Duncan, Director Steve Grasha Director Russ Martin, Director Ivan Sewell
**Staff Present:** Wallum, Petee, Friend, Llort, Macy, Scott, Alzammar, Ceja, Lucas, McCue
**Legal Counsel Present:** John Pinkney

**RULES OF PROCEDURE**
Rules of Procedure were ready by General Counsel, John Pinkney.
*First all noticed meetings are conducted using Rosenberg's Rules of Order as procedural guidance. Directors should refrain from responding directly to public comment at meetings of the Board. The President of the Board presides at all meetings and decides all points of order and procedure during meetings. The President is responsible for maintenance and decorum at all Board meetings. No persons shall be allowed to speak who is not first been recognized by the President. All questions and remarks*

*should be addressed to the President as the presiding officer. No member of the Board should speak more than once upon any one subject until every other member on the Board, wishing to speak on the subject shall have been given the opportunity to speak. No Board member shall interfere with the orderly progress of a Board meeting. In order to ensure the orderly progress of Board meetings the Board President regulates the amount of time to be dedicated to a particular agenda item."*

**PUBLIC INPUT**

Councilwoman Jan Pye congratulated the newly elected Board.

**EMPLOYEE RECOGNITION**

**A. HUMAN RESOURCES REPORT**

The Board acknowledged the following employee anniversaries;
Rolando Jimenez, Water Production Operator II for 17 Years of service and Amanda Lucas, Administrative Assistant for 4 Years of service.

**ACTION ITEMS**

**2. RESOLUTION NO. 2020-21 AMENDING RESOLUTION NO. 2020-06; REVISIONS TO MISSION SPRINGS WATER DISTRICT PERSONNEL RULES AND REGULATIONS**

The Board adopted Resolution No. 2020-21 providing for the revisions to Mission Springs Water District Personnel Rules and Regulations.
HR Coordinator, Oriana Hoffert, confirmed the minor change made at the Study Session, she noted that based on the feedback provided at the Study Session to remove the word "unlawful", so now, the rule 33a is to read "the District is committed to providing a workplace free of harassment."
**Motion made by Director Martin, Seconded by Vice President Duncan.**
**Voting Yea:** President Wright, Vice President Duncan, Director Grasha, Director Martin, Director Sewell

**3. ANNUAL REPORT OF CAPACITY FEES AND RELATED CAPITAL EXPENDITURES**

The Board of Directors accepted the annual report of capacity fees and related expenditures as submitted.
**Motion made by Director Martin, Seconded by Vice President Duncan.**
**Voting Yea:** President Wright, Vice President Duncan, Director Grasha, Director Martin, Director Sewell

**4. ELECTION OF OFFICERS FOR 2021**

President Wright opened the floor to nominations for President for the term ending December 2021. Director Martin nominated Director Wright for President; Director Wright accepted the nomination. There were no further nominations for President. A roll call vote was taken and by a vote of 5-0 Nancy Wright was elected president for the term ending December 2021.

President Wright called for nominations for Vice President for the term ending December 2021. Vice President Duncan nominated Director Martin for Vice President; Director Martin accepted the nomination. There were no further nominations for Vice President. A roll call vote was taken and by a vote of 5-0 Russ Martin was elected Vice-President for the term ending December 2021.

**DISCUSSION ITEMS**

**5. MISSION SPRINGS WATER DISTRICT REGIONAL WATER RECLAMATION FACILITY**
Nothing further to add.

**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.*

**Motion made by Director Martin, Seconded by Vice President Duncan.**
**Voting Yea:** President Wright, Vice President Duncan, Director Grasha, Director Martin, Director Sewell

**6. APPROVAL OF MINUTES**
It is recommended to approve the minutes as follows:

Study Session - November 12, 2020
Regular Meeting - November 16, 2020

**7. REGISTER OF DEMANDS**
The Register of Demands totaling $1,700,663.47

**8. 2021 BOARD OF DIRECTORS MEETING SCHEDULE**

**9. MAKE THE CONNECTION FINANCIAL ASSISTANCE PROGRAM APPROVAL**
The following have submitted an application for a non-transferable lien agreement to connect to the sewer system:
10373 Palm Drive $4,050.00
10646 Sunset Ave $3,465.00

**CORRESPONDENCE**

**10. THANK YOU LETTER FROM FOOD NOW**

**DIRECTOR'S REPORTS**

**11. EVENTS & DIRECTOR'S REPORTS**
Director Martin reported he attended the following event; 11/12 CVAG Conservation Committee Meeting, 11/19 Tribal Authority Board Meeting, 11/23 Cabot's Board Meeting,

11/30 Cabot's Water Tasting, 11/3 RivCo Board Of Supervisors Meeting, 11/5 DVBA Legislative Forum, 11/17 DHS City Council Meeting.

Vice President Duncan reported he attended the following event; 11/3 DWA Board Meeting.

President Duncan reported she attended the following event; 11/30 JPIA Board Meeting.

**REPORTS**

**12. GENERAL MANAGERS REPORT**
Mr. Wallum congratulated President Wright and New Vice President Martin. He also gave a brief COVID-19 update; three MSWD employees tested positive over the weekend. The staff is adjusting to having these employees out.

**13. FINANCIAL REPORT**
Nothing further to add.

**14. DISTRICT COUNSEL REPORT**
Nothing further to add.

**DIRECTOR'S COMMENTS**
Director Grasha commented on the tax bill for a property in DHS, with regards to fees paid to MSWD. He also commented on the issue of subsidence. Lastly, he wished everyone a Happy Holiday.

Director Martin gave kudos to President Wright and Vice President Duncan for their leadership this past year.

Director Sewell wished everyone a Happy and Safe Holiday. He also wished the employees affected by COVID, well wishes.

President Wright wished all a Happy and Safe Holiday.

**ADJOURN**
President Wright adjourned this meeting at 3:53 PM

Respectfully submitted,

Arden Wallum
Secretary of the Board of Directors

| CHECK NUMBER | CHECK DATE | PAID TO VENDOR | DISBURSEMENT DESCRIPTION | OPERATING | CAPITAL | TOTAL |
|---|---|---|---|---|---|---|
| 9992938 | 12-18-20 | WELLS FARGO BANK | AUTO DEP PPE 12/11 | 117,230.38 | | 117,230.38 |
| 9992810 | 12-04-20 | WELLS FARGO BANK | AUTO DEP PPE 11/27 | 113,174.34 | | 113,174.34 |
| 9992995 | 12-30-20 | WELLS FARGO BANK | AUTO DEP PPE 12/25 | 107,540.75 | | 107,540.75 |
| 71669 | 12-18-20 | CITY OF DESERT HOT SPRINGS | UU TAX JULY 2020 | 102,672.20 | | 102,672.20 |
| | | | UU TAX OCT.2020 | | | |
| 71656 | 12-18-20 | ACWA-JPIA HEALTH BENEFITS AUTH. | MEDICAL/VISION JAN. 2020 | 101,186.07 | | 101,186.07 |
| 71634 | 12-03-20 | CITY OF DESERT HOT SPRINGS | UUTAX-OCT.2020 | 57,741.22 | | 57,741.22 |
| | | | UUTAX-SEPT.2020 | | | |
| 9992996 | 12-30-20 | WELLS FARGO BANK | FED TAX PPE 12/25 | 42,968.77 | | 42,968.77 |
| 9992811 | 12-04-20 | WELLS FARGO BANK | FED TAX PPE 11/27 | 41,745.81 | | 41,745.81 |
| 9992939 | 12-21-20 | WELLS FARGO BANK | FED TAX DEPOSIT PPE 12/11 | 40,280.34 | | 40,280.34 |
| 71728 | 12-30-20 | FERGUSON WATERWORKS #1083 | AMI METER PROJECT PYMT #11 | 5,315.09 | 25,668.50 | 30,983.59 |
| | | | GRAY BOX AND LID | | | |
| 9992797 | 12-03-20 | CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM | PERS PPE 11/13 | 29,685.96 | | 29,685.96 |
| 71648 | 12-03-20 | TRI STAR CONTRACTING II.INC. | EMERGENCY SEWER MAINLINE REPAIR | 0.00 | 21,714.00 | 21,714.00 |
| 71706 | 12-18-20 | UMETECH, INC | UMETECH SUPPORT | 17,728.25 | 255.00 | 17,983.25 |
| 71723 | 12-30-20 | COLANTUONO, HIGHSMITH & WHATLEY, PC | LEGAL FEES | 17,028.50 | | 17,028.50 |
| 71704 | 12-18-20 | TKE ENGINEERING, INC | DESIGN SERVICES | 0.00 | 14,549.80 | 14,549.80 |
| 71679 | 12-18-20 | ENTERPRISE FM TRUST | MONTHLY LEASE CHARGES | 13,271.90 | | 13,271.90 |
| 71748 | 12-30-20 | WEKA, INC. | RELEASE OF RETENTION | 13,067.72 | | 13,067.72 |
| 71646 | 12-03-20 | SMARTCOVER SYSTEMS | MONITORING SERVICE & EQUIPMENT | 12,962.32 | | 12,962.32 |
| 9992943 | 12-02-20 | BANK OF RIO VISTA | DEBT PAYABLE-DEC.2020 | 12,190.95 | | 12,190.95 |
| 71692 | 12-18-20 | MICHAEL DAVID PLATT | CONSULTING SERVICES | 7,586.25 | 2,125.00 | 9,711.25 |
| 71707 | 12-18-20 | USA BLUEBOOK | HYDRANT METERS | 152.35 | 8,253.66 | 8,406.01 |
| | | | REPLACEMENT TUBES | | | |
| 9992814 | 12-04-20 | STATE OF CA EDD | STATE TAX DEP PPE 11/27 | 7,929.81 | | 7,929.81 |
| 9992940 | 12-21-20 | STATE OF CA EDD | STATE TAX DEP PPE 12/11 | 7,617.92 | | 7,617.92 |
| 71717 | 12-30-20 | BECK OIL, INC. | DIESEL FUEL | 7,578.13 | | 7,578.13 |
| | | | UNLEADED GASOLINE | | | |
| 9992848 | 12-04-20 | LINCOLN NATIONAL LIFE INS CO | DEF COMP PPE 11/27 | 7,450.32 | | 7,450.32 |
| 9992941 | 12-21-20 | LINCOLN NATIONAL LIFE INS CO | DEF COMP PPE 12/11 | 7,438.79 | | 7,438.79 |
| 71730 | 12-30-20 | HEITEC | GENERAL INSPECTIONS | 6,816.25 | | 6,816.25 |
| 71724 | 12-30-20 | SANDERSON LANDSCAPE SOLUTIONS | LANDSCAPING | 6,650.00 | | 6,650.00 |
| 71709 | 12-18-20 | WEBB MUNICIPAL FINANCE, LLC | ARBITRAGE SERVICES AD13 | 4,887.50 | | 4,887.50 |
| 71643 | 12-03-20 | KAMAN INDUSTRIAL TECH CORP | REPLACEMENT BEARINGS | 4,690.75 | | 4,690.75 |
| 71672 | 12-18-20 | CYPRESS DENTAL ADMINISTRATORS | JAN. 2021 DENTAL | 4,516.20 | | 4,516.20 |
| 71639 | 12-03-20 | GOUGH SYSTEMS | UNIDATA MAINTENANCE & PROGRAMMING | 4,450.00 | | 4,450.00 |
| 71662 | 12-18-20 | E S BABCOCK & SONS INC | 3RD QTR. GROUNDWATER TESTING | 4,274.00 | | 4,274.00 |
| | | | 4TH QTR. SLUDGE TESTING | | | |
| | | | TOTAL N TESTING | | | |
| | | | VOC TESTING | | | |
| 71287 | 12-03-20 | CAPRI & CLAY, INC | LOST IN MAIL | -4,000.00 | | -4,000.00 |

| CHECK NUMBER | CHECK DATE | PAID TO VENDOR | DISBURSEMENT DESCRIPTION | OPERATING | CAPITAL | TOTAL |
|---|---|---|---|---|---|---|
| 71666 | 12-18-20 | CAPRI & CLAY, INC | FEDRAL ADVOCACY | 4,000.00 | | 4,000.00 |
| PR120420 | 12-04-20 | EMPLOYEES | PAPER PAYROLL CHECKS | 3,938.99 | | 3,938.99 |
| 71726 | 12-30-20 | ENVIROGEN TECHNOLOGIES | W26A URANIUM | 3,916.40 | | 3,916.40 |
| 71725 | 12-30-20 | CORE & MAIN, LP | BALL VALVES | 3,893.66 | | 3,893.66 |
| | | | METER PARTS | | | |
| 71746 | 12-30-20 | VERIZON WIRELESS | CELL PHONE BILL | 3,802.94 | | 3,802.94 |
| 71680 | 12-18-20 | EXECUTIVE FACILITIES SERVICES, INC. | DECEMBER CLEANING SERVICE | 3,671.14 | | 3,671.14 |
| | | | DECEMBER DISINFECTING SERVICES | | | |
| 71716 | 12-30-20 | ARTURO CEJA | A.CEJA TUITION REIMBURSEMENT | 3,646.30 | | 3,646.30 |
| 71684 | 12-18-20 | HDS WHITE CAP CONST SUPPLY | TRUCK TOOL BOXES | 3,183.97 | | 3,183.97 |
| 71687 | 12-18-20 | MANPOWER US INC. | STAFFING SERVICES | 3,067.21 | | 3,067.21 |
| 71702 | 12-18-20 | SOUTHERN CALIFORNIA FLEET SERVICES, INC. | FLEET REPAIR | 2,904.38 | | 2,904.38 |
| 71677 | 12-18-20 | TOM DODSON & ASSOCIATES | CEQA SUPPORT SERVICES | 0.00 | 2,802.30 | 2,802.30 |
| 71701 | 12-18-20 | SOUTHERN CALIF EDISON | ENG.MOD/ADMIN/CORP YARD | 2,753.45 | | 2,753.45 |
| 71705 | 12-18-20 | ULTIMATE MOTORS INC. | UNIT 365 REPAIRS | 1,978.15 | | 1,978.15 |
| 71703 | 12-18-20 | STAPLES | LAPTOP AND THERMOMETER | 1,949.78 | | 1,949.78 |
| | | | OFFICE SUPPLIES | | | |
| 71744 | 12-30-20 | SPECTRUM ENTERPRISE | INTERNET SERVICE | 1,920.00 | | 1,920.00 |
| 71738 | 12-30-20 | PC MANAGER, LLC | B.ALZAMMAR SURFACE TAB 3 | 1,916.25 | | 1,916.25 |
| 71660 | 12-18-20 | APSGC INC | DESIGN MTG + MILEAGE REIMB. | 0.00 | 1,915.00 | 1,915.00 |
| 71671 | 12-18-20 | COVE ELECTRIC, INC. | ADMIN PARKING LOT ELECTRICAL | 1,782.00 | | 1,782.00 |
| 71740 | 12-30-20 | RAY LOPEZ ASSOCIATES | LANDSCAPE PLAN REVIEW | 1,650.00 | | 1,650.00 |
| 71655 | 12-18-20 | ACELA ORIANA HOFFERT | O.HOFFERT TUITION REIMB. | 1,516.00 | | 1,516.00 |
| 71651 | 12-03-20 | WIENHOFF DRUG TESTING, INC | ANNUAL CONSORTIUM FEE | 1,360.00 | | 1,360.00 |
| 71673 | 12-18-20 | DESERT VALLEY DISP INC | ADMIN | 1,328.67 | | 1,328.67 |
| | | | CORP YARD | | | |
| 71647 | 12-03-20 | T4 SPATIAL, LLC | DEC. 2020 - CCTV STORAGE | 1,188.00 | | 1,188.00 |
| 71729 | 12-30-20 | MICHAEL JEAN KLUTTS | SEISMIC VALVE MAINT. | 1,160.00 | | 1,160.00 |
| 71661 | 12-18-20 | ARAMARK UNIFORM SERVICES, INC | UNIFORM SERVICES | 1,061.86 | | 1,061.86 |
| 71747 | 12-30-20 | WATERLINE TECHNOLOGIES INC. | 5 DRUMS REFILLED | 1,029.02 | | 1,029.02 |
| 71712 | 12-18-20 | ZAPOPAN MEXICAN FOOD | LUNCH FOR HOLIDAY EMPLOYEE EVENT | 1,000.00 | | 1,000.00 |
| 71686 | 12-18-20 | INLAND WATER WORKS | CREDIT FOR RETURNED ITEM | 932.03 | | 932.03 |
| | | | STOP BALL | | | |
| 71722 | 12-30-20 | CLINICAL LAB OF S B INC | MONTHLY SAMPLES | 812.00 | | 812.00 |
| 71734 | 12-30-20 | MANPOWER US INC. | STAFFING SERVICES | 797.50 | | 797.50 |
| 71641 | 12-03-20 | JOINTS | 2ND ST. LATERAL SUPPLIES | 0.00 | 786.58 | 786.58 |
| 66708 | 12-17-20 | PHILLIP COON | STALE DATED BY 2 YEARS | -749.60 | | -749.60 |
| 71696 | 12-18-20 | PHILLIP COON | REFUND OVERPAYMENT | 749.60 | | 749.60 |
| 71743 | 12-30-20 | SOUTHERN CALIF EDISON | WELL 25A | 744.97 | | 744.97 |
| 71685 | 12-18-20 | HOME DEPOT CRC PROGRAM | TOOLS | 714.11 | | 714.11 |
| 71737 | 12-30-20 | PAUL BOBEK | ACCOUNT REFUND 13650 CUYAMACA DR | 678.72 | | 678.72 |
| 71645 | 12-03-20 | O'REILLY AUTOMOTIVE,INC. | 55 GAL DEF FLUID | 655.42 | | 655.42 |

| CHECK NUMBER | CHECK DATE | PAID TO VENDOR | DISBURSEMENT DESCRIPTION | OPERATING | CAPITAL | TOTAL |
|---|---|---|---|---|---|---|
| | | | BATTERY | | | |
| | | | BATTERY CABLE | | | |
| | | | BATTERY FOR SAMPLING GENERATOR | | | |
| 71668 | 12-18-20 | CASEY DOLAN | DIGITAL ADVERTISING MGMT | 650.00 | | 650.00 |
| 71683 | 12-18-20 | FRONTIER | ADMIN | 571.96 | | 571.96 |
| 71640 | 12-03-20 | INFOSEND INC | MONHTLY BILLING FEE | 518.94 | | 518.94 |
| | | | MONTHLY E-BILL & SUPPORT | | | |
| 71708 | 12-18-20 | WATERLINE TECHNOLOGIES INC. | 5 DRUMS REFILLED | 514.51 | | 514.51 |
| 71675 | 12-18-20 | DESERT SEWER SUPPLY INC | CLAY PIPE RUBBER | 455.00 | | 455.00 |
| | | | REPAIR BANDS | | | |
| | | | WATER SPRAY NOZZLES | | | |
| 71694 | 12-18-20 | O'REILLY AUTOMOTIVE,INC. | 2 CYCLE OIL TREATMENT | 406.90 | | 406.90 |
| | | | BATTER TENDER FOR ADMIN | | | |
| | | | BOOSTER CABLES | | | |
| | | | CAR WASH SOAP | | | |
| | | | GENERATOR KEYS | | | |
| | | | OIL FILTER FOR VEHICLE | | | |
| | | | REPLACEMENT FLOORMATS | | | |
| | | | SAFETY GLOVES | | | |
| | | | TRUCK CLEANING SUPPLIES | | | |
| 71711 | 12-18-20 | XEROX CORPORATION | COPY EQUIPMENT LEASE | 388.13 | | 388.13 |
| 71636 | 12-03-20 | CWEA | G.CHAPMAN CWEA MEMBERSHIP | 384.00 | | 384.00 |
| | | | M.VERMEER CWEA MEMBERSHIP | | | |
| 71650 | 12-03-20 | WEST COAST SAFETY SUPPLY | CALIBRATION GAS | 355.21 | | 355.21 |
| 71736 | 12-30-20 | PALM SPRINGS CHAMBER OF COMMERCE | MEMBERSHIP RENEWAL | 350.00 | | 350.00 |
| 71718 | 12-30-20 | BEST SIGNS, INC | MSWD VINYL DECALS FOR TRUCKS | 341.95 | | 341.95 |
| 71678 | 12-18-20 | EISENHOWER MEDICAL ASSOCIATES INC, | DOT PHYSICALS | 310.00 | | 310.00 |
| 71657 | 12-18-20 | AIR & HOSE SOURCE INC. | REPLACEMENT HOSE | 294.54 | | 294.54 |
| 71733 | 12-30-20 | LUBRICATION ENGINEERS, INC | 10 GALLONS MONOLEC OIL | 285.55 | | 285.55 |
| 71697 | 12-18-20 | RDO EQUIPMENT CO. | REPLACEMENT BACKHOE ARM PADS | 272.22 | | 272.22 |
| 71670 | 12-18-20 | CLINICAL LAB OF S B INC | BOD TESTING | 270.00 | | 270.00 |
| 71720 | 12-30-20 | CARL OTTESON | ANNUAL TEST | 240.00 | | 240.00 |
| 71699 | 12-18-20 | RIVERSIDE DEP CHILD SUPP SERV | GARNISHMENT PPE 11/27 | 235.38 | | 235.38 |
| 71741 | 12-30-20 | RIVERSIDE DEP CHILD SUPP SERV | GARNISHMENT PPE 12/11 | 235.38 | | 235.38 |
| 71676 | 12-18-20 | DESERT PROMOTIONAL AND EMBROIDERY, LLC | ADMIN POLO ORDER | 232.73 | | 232.73 |
| 71719 | 12-30-20 | BUILDERS SUPPLY | SMALL COMPRESSOR | 230.70 | | 230.70 |
| | | | SPRAY PAINT | | | |
| | | | YELLOW SPRAY PAINT | | | |
| 71635 | 12-03-20 | COLTON GERDES | C.GERDES BOOT REIMB. | 226.22 | | 226.22 |
| 71658 | 12-18-20 | ANSAFONE | ANSWERING SERVICE | 224.85 | | 224.85 |
| 71642 | 12-03-20 | JULIO MARTINEZ | J.MARTINEZ BOOT REIMB. | 217.49 | | 217.49 |
| 71681 | 12-18-20 | FARMER BROS CO | ADMIN COFFEE | 203.73 | | 203.73 |

| CHECK NUMBER | CHECK DATE | PAID TO VENDOR | DISBURSEMENT DESCRIPTION | OPERATING | CAPITAL | TOTAL |
|---|---|---|---|---|---|---|
| 71667 | 12-18-20 | CASAMAR GROUP, LLC | AMI METER PROJECT | 0.00 | 201.98 | 201.98 |
| 71690 | 12-18-20 | MATTHEW COLLINS | TOILET REBATE PROGRAM | 200.00 | | 200.00 |
| 71698 | 12-18-20 | RICARDO R. VELAZQUEZ | TOILET REBATE PROGRAM | 200.00 | | 200.00 |
| 71664 | 12-18-20 | BUILDERS SUPPLY | BITS FOR SHOP | 184.42 | | 184.42 |
| | | | SAFETY RED SPRAY | | | |
| | | | SENSING LINE | | | |
| | | | THINNER | | | |
| 71745 | 12-30-20 | UNDERGROUND SERVICE ALERT | UNDERGROUND SERVICE ALERT | 165.10 | | 165.10 |
| 71721 | 12-30-20 | CARLOS CAMPOS | PEST CONTROL | 155.00 | | 155.00 |
| 71644 | 12-03-20 | DONALD MATHEIN | D.MATHEIN BOOT REIMB. | 138.61 | | 138.61 |
| 71732 | 12-30-20 | KILLER BEE PEST CONTROL | PEST CONTROL | 130.00 | | 130.00 |
| 71700 | 12-18-20 | RIVERSIDE COUNTY SHERIFF'S OFFICE | GARNISHMENT PPE 11/27 | 100.00 | | 100.00 |
| 71715 | 12-30-20 | ALLEN EGGMAN | TOILET REBATE PROGRAM | 100.00 | | 100.00 |
| 71665 | 12-18-20 | CA STATE DISBURSEMENT UNIT | GARNISHMENT PPE 11/27 EE.188 FINAL PYMT | 96.92 | | 96.92 |
| 71608 | 12-03-20 | CHARLES METCALF | INCORRECT ACOUNT NAME | -82.00 | | -82.00 |
| 71649 | 12-03-20 | VICTORIA LLORT | V.LLORT HEALTH & WELLNESS REIMB. | 80.00 | | 80.00 |
| 71682 | 12-18-20 | DANIEL J FRIEND | D.FRIEND HEALTH & WELLNESS REIMB. | 80.00 | | 80.00 |
| 71688 | 12-18-20 | MARCO PEREZ | M.PEREZ HEALTH & WELLNESS REIMB. | 80.00 | | 80.00 |
| 71689 | 12-18-20 | MATTHEW MCCUE | M.MCCUE HEALTH & WELLNESS REIMB. | 80.00 | | 80.00 |
| 71691 | 12-18-20 | NANCY MEZQUITA | N.MEZQUITA HEALTH & WELLNESS REIMB. | 80.00 | | 80.00 |
| 71693 | 12-18-20 | JEFFREY R NUTTER | J.NUTTER HEALTH & WELLNESS REIMB. | 80.00 | | 80.00 |
| 71695 | 12-18-20 | LISA PELTON | L.PELTON HEALTH & WELLNESS REIMB. | 80.00 | | 80.00 |
| 71714 | 12-30-20 | ALEX ACEVEDO | A.ACEVEDO HEALTH & WELLNESS | 80.00 | | 80.00 |
| 71731 | 12-30-20 | JUAN HERNANDEZ | J.HERNANDEZ HEALTH & WELLNESS REIMB. | 80.00 | | 80.00 |
| 71742 | 12-30-20 | SMOGMASTERS TEST ONLY CENTER INC | UNIT 397 SMOG | 80.00 | | 80.00 |
| | | | UNIT 399 SMOG | | | |
| 71638 | 12-03-20 | JESUS GONZALEZ | J.GONZALEZ HEALTH & WELLNESS REIMB. | 79.93 | | 79.93 |
| 71663 | 12-18-20 | BRIAN MACY | B.MACY HEALTH & WELLNESS REIMB. | 75.74 | | 75.74 |
| 71710 | 12-18-20 | SHANE WIENECKE | S.WIENECKE HEALTH & WELLNESS REIMB. | 65.22 | | 65.22 |
| 71637 | 12-03-20 | DORI M PETEE | D.PETEE HEALTH & WELLNESS REIMB. | 60.88 | | 60.88 |
| 71659 | 12-18-20 | ANTHONY JOSEPH SOBRAL | 1ST AID KIT RESTOCK | 59.69 | | 59.69 |
| 71633 | 12-03-20 | BUILDERS SUPPLY | STORM DRAIN MATERIALS | 48.98 | | 48.98 |
| 71735 | 12-30-20 | O'REILLY AUTOMOTIVE,INC. | AIR BLOW GUN | 42.43 | | 42.43 |
| | | | AIR PLUG | | | |
| | | | ANTI SEIZE | | | |
| | | | METAL PUNCH SET | | | |
| 71727 | 12-30-20 | FEDEX | OVERNIGHT SHIPPING | 30.74 | | 30.74 |
| 71674 | 12-18-20 | DESERT CITIES REPROGRAPHICS SYSTEMS INC | LANDSCAPE PLANS SCAN | 28.00 | | 28.00 |
| 70243 | 12-28-20 | ALEXANDER NINE | LOST CHECK | -20.00 | | -20.00 |
| 70292 | 12-28-20 | LISA PELTON | LOST CHECK | -20.00 | | -20.00 |
| 71713 | 12-30-20 | ALEXANDER NINE | REIMB-UPR | 20.00 | | 20.00 |
| 71739 | 12-30-20 | LISA PELTON | REIMB-UPR | 20.00 | | 20.00 |

| CHECK NUMBER | CHECK DATE | PAID TO VENDOR | DISBURSEMENT DESCRIPTION | OPERATING | CAPITAL | TOTAL |
|---|---|---|---|---|---|---|
| PR121820 | 12-18-20 | EMPLOYEES | PAPER PAYROLL CHECKS | 0.00 | | 0.00 |
| | | | | | | |
| | | | CURRENT CHECK TOTAL | 999,876.8 | 78,271.8 | 1,078,148.6 |
| | | | | | | |
| TOTAL | | | | 999,876.81 | 78,271.82 | 1,078,148.63 |
| 132 records listed | | | | | | |

| CHECK NUMBER | CHECK DATE | PAID TO VENDOR | DISBURSEMENT DESCRIPTION | OPERATING | CAPITAL | TOTAL |
|---|---|---|---|---|---|---|
| 66708 | 12-17-20 | PHILLIP COON | STALE DATED BY 2 YEARS | -749.60 | | -749.60 |
| 70243 | 12-28-20 | ALEXANDER NINE | LOST CHECK | -20.00 | | -20.00 |
| 70292 | 12-28-20 | LISA PELTON | LOST CHECK | -20.00 | | -20.00 |
| 71287 | 12-03-20 | CAPRI & CLAY, INC | LOST IN MAIL | -4,000.00 | | -4,000.00 |
| 71608 | 12-03-20 | CHARLES METCALF | INCORRECT ACOUNT NAME | -82.00 | | -82.00 |
| 71633 | 12-03-20 | BUILDERS SUPPLY | STORM DRAIN MATERIALS | 48.98 | | 48.98 |
| 71634 | 12-03-20 | CITY OF DESERT HOT SPRINGS | UUTAX-OCT.2020 | 57,741.22 | | 57,741.22 |
| | | | UUTAX-SEPT.2020 | | | |
| 71635 | 12-03-20 | COLTON GERDES | C.GERDES BOOT REIMB. | 226.22 | | 226.22 |
| 71636 | 12-03-20 | CWEA | G.CHAPMAN CWEA MEMBERSHIP | 384.00 | | 384.00 |
| | | | M.VERMEER CWEA MEMBERSHIP | | | |
| 71637 | 12-03-20 | DORI M PETEE | D.PETEE HEALTH & WELLNESS REIMB. | 60.88 | | 60.88 |
| 71638 | 12-03-20 | JESUS GONZALEZ | J.GONZALEZ HEALTH & WELLNESS REIMB. | 79.93 | | 79.93 |
| 71639 | 12-03-20 | GOUGH SYSTEMS | UNIDATA MAINTENANCE & PROGRAMMING | 4,450.00 | | 4,450.00 |
| 71640 | 12-03-20 | INFOSEND INC | MONHTLY BILLING FEE | 518.94 | | 518.94 |
| | | | MONTHLY E-BILL & SUPPORT | | | |
| 71641 | 12-03-20 | JOINTS | 2ND ST. LATERAL SUPPLIES | 0.00 | 786.58 | 786.58 |
| 71642 | 12-03-20 | JULIO MARTINEZ | J.MARTINEZ BOOT REIMB. | 217.49 | | 217.49 |
| 71643 | 12-03-20 | KAMAN INDUSTRIAL TECH CORP | REPLACEMENT BEARINGS | 4,690.75 | | 4,690.75 |
| 71644 | 12-03-20 | DONALD MATHEIN | D.MATHEIN BOOT REIMB. | 138.61 | | 138.61 |
| 71645 | 12-03-20 | O'REILLY AUTOMOTIVE,INC. | 55 GAL DEF FLUID | 655.42 | | 655.42 |
| | | | BATTERY | | | |
| | | | BATTERY CABLE | | | |
| | | | BATTERY FOR SAMPLING GENERATOR | | | |
| 71646 | 12-03-20 | SMARTCOVER SYSTEMS | MONITORING SERVICE & EQUIPMENT | 12,962.32 | | 12,962.32 |
| 71647 | 12-03-20 | T4 SPATIAL, LLC | DEC. 2020 - CCTV STORAGE | 1,188.00 | | 1,188.00 |
| 71648 | 12-03-20 | TRI STAR CONTRACTING II.INC. | EMERGENCY SEWER MAINLINE REPAIR | 0.00 | 21,714.00 | 21,714.00 |
| 71649 | 12-03-20 | VICTORIA LLORT | V.LLORT HEALTH & WELLNESS REIMB. | 80.00 | | 80.00 |
| 71650 | 12-03-20 | WEST COAST SAFETY SUPPLY | CALIBRATION GAS | 355.21 | | 355.21 |
| 71651 | 12-03-20 | WIENHOFF DRUG TESTING, INC | ANNUAL CONSORTIUM FEE | 1,360.00 | | 1,360.00 |
| 71655 | 12-18-20 | ACELA ORIANA HOFFERT | O.HOFFERT TUITION REIMB. | 1,516.00 | | 1,516.00 |
| 71656 | 12-18-20 | ACWA-JPIA HEALTH BENEFITS AUTH. | MEDICAL/VISION JAN. 2020 | 101,186.07 | | 101,186.07 |
| 71657 | 12-18-20 | AIR & HOSE SOURCE INC. | REPLACEMENT HOSE | 294.54 | | 294.54 |
| 71658 | 12-18-20 | ANSAFONE | ANSWERING SERVICE | 224.85 | | 224.85 |
| 71659 | 12-18-20 | ANTHONY JOSEPH SOBRAL | 1ST AID KIT RESTOCK | 59.69 | | 59.69 |
| 71660 | 12-18-20 | APSGC INC | DESIGN MTG + MILEAGE REIMB. | 0.00 | 1,915.00 | 1,915.00 |
| 71661 | 12-18-20 | ARAMARK UNIFORM SERVICES, INC | UNIFORM SERVICES | 1,061.86 | | 1,061.86 |
| 71662 | 12-18-20 | E S BABCOCK & SONS INC | 3RD QTR. GROUNDWATER TESTING | 4,274.00 | | 4,274.00 |
| | | | 4TH QTR. SLUDGE TESTING | | | |
| | | | TOTAL N TESTING | | | |
| | | | VOC TESTING | | | |
| 71663 | 12-18-20 | BRIAN MACY | B.MACY HEALTH & WELLNESS REIMB. | 75.74 | | 75.74 |

| CHECK NUMBER | CHECK DATE | PAID TO VENDOR | DISBURSEMENT DESCRIPTION | OPERATING | CAPITAL | TOTAL |
|---|---|---|---|---|---|---|
| 71664 | 12-18-20 | BUILDERS SUPPLY | BITS FOR SHOP | 184.42 | | 184.42 |
| | | | SAFETY RED SPRAY | | | |
| | | | SENSING LINE | | | |
| | | | THINNER | | | |
| 71665 | 12-18-20 | CA STATE DISBURSEMENT UNIT | GARNISHMENT PPE 11/27 EE.188 FINAL PYMT | 96.92 | | 96.92 |
| 71666 | 12-18-20 | CAPRI & CLAY, INC | FEDRAL ADVOCACY | 4,000.00 | | 4,000.00 |
| 71667 | 12-18-20 | CASAMAR GROUP, LLC | AMI METER PROJECT | 0.00 | 201.98 | 201.98 |
| 71668 | 12-18-20 | CASEY DOLAN | DIGITAL ADVERTISING MGMT | 650.00 | | 650.00 |
| 71669 | 12-18-20 | CITY OF DESERT HOT SPRINGS | UU TAX JULY 2020 | 102,672.20 | | 102,672.20 |
| | | | UU TAX OCT.2020 | | | |
| 71670 | 12-18-20 | CLINICAL LAB OF S B INC | BOD TESTING | 270.00 | | 270.00 |
| 71671 | 12-18-20 | COVE ELECTRIC, INC. | ADMIN PARKING LOT ELECTRICAL | 1,782.00 | | 1,782.00 |
| 71672 | 12-18-20 | CYPRESS DENTAL ADMINISTRATORS | JAN. 2021 DENTAL | 4,516.20 | | 4,516.20 |
| 71673 | 12-18-20 | DESERT VALLEY DISP INC | ADMIN | 1,328.67 | | 1,328.67 |
| | | | CORP YARD | | | |
| 71674 | 12-18-20 | DESERT CITIES REPROGRAPHICS SYSTEMS INC | LANDSCAPE PLANS SCAN | 28.00 | | 28.00 |
| 71675 | 12-18-20 | DESERT SEWER SUPPLY INC | CLAY PIPE RUBBER | 455.00 | | 455.00 |
| | | | REPAIR BANDS | | | |
| | | | WATER SPRAY NOZZLES | | | |
| 71676 | 12-18-20 | DESERT PROMOTIONAL AND EMBROIDERY, LLC | ADMIN POLO ORDER | 232.73 | | 232.73 |
| 71677 | 12-18-20 | TOM DODSON & ASSOCIATES | CEQA SUPPORT SERVICES | 0.00 | 2,802.30 | 2,802.30 |
| 71678 | 12-18-20 | EISENHOWER MEDICAL ASSOCIATES INC, | DOT PHYSICALS | 310.00 | | 310.00 |
| 71679 | 12-18-20 | ENTERPRISE FM TRUST | MONTHLY LEASE CHARGES | 13,271.90 | | 13,271.90 |
| 71680 | 12-18-20 | EXECUTIVE FACILITIES SERVICES, INC. | DECEMBER CLEANING SERVICE | 3,671.14 | | 3,671.14 |
| | | | DECEMBER DISINFECTING SERVICES | | | |
| 71681 | 12-18-20 | FARMER BROS CO | ADMIN COFFEE | 203.73 | | 203.73 |
| 71682 | 12-18-20 | DANIEL J FRIEND | D.FRIEND HEALTH & WELLNESS REIMB. | 80.00 | | 80.00 |
| 71683 | 12-18-20 | FRONTIER | ADMIN | 571.96 | | 571.96 |
| 71684 | 12-18-20 | HDS WHITE CAP CONST SUPPLY | TRUCK TOOL BOXES | 3,183.97 | | 3,183.97 |
| 71685 | 12-18-20 | HOME DEPOT CRC PROGRAM | TOOLS | 714.11 | | 714.11 |
| 71686 | 12-18-20 | INLAND WATER WORKS | CREDIT FOR RETURNED ITEM | 932.03 | | 932.03 |
| | | | STOP BALL | | | |
| 71687 | 12-18-20 | MANPOWER US INC. | STAFFING SERVICES | 3,067.21 | | 3,067.21 |
| 71688 | 12-18-20 | MARCO PEREZ | M.PEREZ HEALTH & WELLNESS REIMB. | 80.00 | | 80.00 |
| 71689 | 12-18-20 | MATTHEW MCCUE | M.MCCUE HEALTH & WELLNESS REIMB. | 80.00 | | 80.00 |
| 71690 | 12-18-20 | MATTHEW COLLINS | TOILET REBATE PROGRAM | 200.00 | | 200.00 |
| 71691 | 12-18-20 | NANCY MEZQUITA | N.MEZQUITA HEALTH & WELLNESS REIMB. | 80.00 | | 80.00 |
| 71692 | 12-18-20 | MICHAEL DAVID PLATT | CONSULTING SERVICES | 7,586.25 | 2,125.00 | 9,711.25 |
| 71693 | 12-18-20 | JEFFREY R NUTTER | J.NUTTER HEALTH & WELLNESS REIMB. | 80.00 | | 80.00 |
| 71694 | 12-18-20 | O'REILLY AUTOMOTIVE,INC. | 2 CYCLE OIL TREATMENT | 406.90 | | 406.90 |
| | | | BATTER TENDER FOR ADMIN | | | |
| | | | BOOSTER CABLES | | | |

| CHECK NUMBER | CHECK DATE | PAID TO VENDOR | DISBURSEMENT DESCRIPTION | OPERATING | CAPITAL | TOTAL |
|---|---|---|---|---|---|---|
| | | | CAR WASH SOAP | | | |
| | | | GENERATOR KEYS | | | |
| | | | OIL FILTER FOR VEHICLE | | | |
| | | | REPLACEMENT FLOORMATS | | | |
| | | | SAFETY GLOVES | | | |
| | | | TRUCK CLEANING SUPPLIES | | | |
| 71695 | 12-18-20 | LISA PELTON | L.PELTON HEALTH & WELLNESS REIMB. | 80.00 | | 80.00 |
| 71696 | 12-18-20 | PHILLIP COON | REFUND OVERPAYMENT | 749.60 | | 749.60 |
| 71697 | 12-18-20 | RDO EQUIPMENT CO. | REPLACEMENT BACKHOE ARM PADS | 272.22 | | 272.22 |
| 71698 | 12-18-20 | RICARDO R. VELAZQUEZ | TOILET REBATE PROGRAM | 200.00 | | 200.00 |
| 71699 | 12-18-20 | RIVERSIDE DEP CHILD SUPP SERV | GARNISHMENT PPE 11/27 | 235.38 | | 235.38 |
| 71700 | 12-18-20 | RIVERSIDE COUNTY SHERIFF'S OFFICE | GARNISHMENT PPE 11/27 | 100.00 | | 100.00 |
| 71701 | 12-18-20 | SOUTHERN CALIF EDISON | ENG.MOD/ADMIN/CORP YARD | 2,753.45 | | 2,753.45 |
| 71702 | 12-18-20 | SOUTHERN CALIFORNIA FLEET SERVICES, INC. | FLEET REPAIR | 2,904.38 | | 2,904.38 |
| 71703 | 12-18-20 | STAPLES | LAPTOP AND THERMOMETER | 1,949.78 | | 1,949.78 |
| | | | OFFICE SUPPLIES | | | |
| 71704 | 12-18-20 | TKE ENGINEERING, INC | DESIGN SERVICES | 0.00 | 14,549.80 | 14,549.80 |
| 71705 | 12-18-20 | ULTIMATE MOTORS INC. | UNIT 365 REPAIRS | 1,978.15 | | 1,978.15 |
| 71706 | 12-18-20 | UMETECH, INC | UMETECH SUPPORT | 17,728.25 | 255.00 | 17,983.25 |
| 71707 | 12-18-20 | USA BLUEBOOK | HYDRANT METERS | 152.35 | 8,253.66 | 8,406.01 |
| | | | REPLACEMENT TUBES | | | |
| 71708 | 12-18-20 | WATERLINE TECHNOLOGIES INC. | 5 DRUMS REFILLED | 514.51 | | 514.51 |
| 71709 | 12-18-20 | WEBB MUNICIPAL FINANCE, LLC | ARBITRAGE SERVICES AD13 | 4,887.50 | | 4,887.50 |
| 71710 | 12-18-20 | SHANE WIENECKE | S.WIENECKE HEALTH & WELLNESS REIMB. | 65.22 | | 65.22 |
| 71711 | 12-18-20 | XEROX CORPORATION | COPY EQUIPMENT LEASE | 388.13 | | 388.13 |
| 71712 | 12-18-20 | ZAPOPAN MEXICAN FOOD | LUNCH FOR HOLIDAY EMPLOYEE EVENT | 1,000.00 | | 1,000.00 |
| 71713 | 12-30-20 | ALEXANDER NINE | REIMB-UPR | 20.00 | | 20.00 |
| 71714 | 12-30-20 | ALEX ACEVEDO | A.ACEVEDO HEALTH & WELLNESS | 80.00 | | 80.00 |
| 71715 | 12-30-20 | ALLEN EGGMAN | TOILET REBATE PROGRAM | 100.00 | | 100.00 |
| 71716 | 12-30-20 | ARTURO CEJA | A.CEJA TUITION REIMBURSEMENT | 3,646.30 | | 3,646.30 |
| 71717 | 12-30-20 | BECK OIL, INC. | DIESEL FUEL | 7,578.13 | | 7,578.13 |
| | | | UNLEADED GASOLINE | | | |
| 71718 | 12-30-20 | BEST SIGNS, INC | MSWD VINYL DECALS FOR TRUCKS | 341.95 | | 341.95 |
| 71719 | 12-30-20 | BUILDERS SUPPLY | SMALL COMPRESSOR | 230.70 | | 230.70 |
| | | | SPRAY PAINT | | | |
| | | | YELLOW SPRAY PAINT | | | |
| 71720 | 12-30-20 | CARL OTTESON | ANNUAL TEST | 240.00 | | 240.00 |
| 71721 | 12-30-20 | CARLOS CAMPOS | PEST CONTROL | 155.00 | | 155.00 |
| 71722 | 12-30-20 | CLINICAL LAB OF S B INC | MONTHLY SAMPLES | 812.00 | | 812.00 |
| 71723 | 12-30-20 | COLANTUONO, HIGHSMITH & WHATLEY, PC | LEGAL FEES | 17,028.50 | | 17,028.50 |
| 71724 | 12-30-20 | SANDERSON LANDSCAPE SOLUTIONS | LANDSCAPING | 6,650.00 | | 6,650.00 |
| 71725 | 12-30-20 | CORE & MAIN, LP | BALL VALVES | 3,893.66 | | 3,893.66 |

| CHECK NUMBER | CHECK DATE | PAID TO VENDOR | DISBURSEMENT DESCRIPTION | OPERATING | CAPITAL | TOTAL |
|---|---|---|---|---|---|---|
| | | | METER PARTS | | | |
| 71726 | 12-30-20 | ENVIROGEN TECHNOLOGIES | W26A URANIUM | 3,916.40 | | 3,916.40 |
| 71727 | 12-30-20 | FEDEX | OVERNIGHT SHIPPING | 30.74 | | 30.74 |
| 71728 | 12-30-20 | FERGUSON WATERWORKS #1083 | AMI METER PROJECT PYMT #11 | 5,315.09 | 25,668.50 | 30,983.59 |
| | | | GRAY BOX AND LID | | | |
| 71729 | 12-30-20 | MICHAEL JEAN KLUTTS | SEISMIC VALVE MAINT. | 1,160.00 | | 1,160.00 |
| 71730 | 12-30-20 | HEITEC | GENERAL INSPECTIONS | 6,816.25 | | 6,816.25 |
| 71731 | 12-30-20 | JUAN HERNANDEZ | J.HERNANDEZ HEALTH & WELLNESS REIMB. | 80.00 | | 80.00 |
| 71732 | 12-30-20 | KILLER BEE PEST CONTROL | PEST CONTROL | 130.00 | | 130.00 |
| 71733 | 12-30-20 | LUBRICATION ENGINEERS, INC | 10 GALLONS MONOLEC OIL | 285.55 | | 285.55 |
| 71734 | 12-30-20 | MANPOWER US INC. | STAFFING SERVICES | 797.50 | | 797.50 |
| 71735 | 12-30-20 | O'REILLY AUTOMOTIVE,INC. | AIR BLOW GUN | 42.43 | | 42.43 |
| | | | AIR PLUG | | | |
| | | | ANTI SEIZE | | | |
| | | | METAL PUNCH SET | | | |
| 71736 | 12-30-20 | PALM SPRINGS CHAMBER OF COMMERCE | MEMBERSHIP RENEWAL | 350.00 | | 350.00 |
| 71737 | 12-30-20 | PAUL BOBEK | ACCOUNT REFUND 13650 CUYAMACA DR | 678.72 | | 678.72 |
| 71738 | 12-30-20 | PC MANAGER, LLC | B.ALZAMMAR SURFACE TAB 3 | 1,916.25 | | 1,916.25 |
| 71739 | 12-30-20 | LISA PELTON | REIMB-UPR | 20.00 | | 20.00 |
| 71740 | 12-30-20 | RAY LOPEZ ASSOCIATES | LANDSCAPE PLAN REVIEW | 1,650.00 | | 1,650.00 |
| 71741 | 12-30-20 | RIVERSIDE DEP CHILD SUPP SERV | GARNISHMENT PPE 12/11 | 235.38 | | 235.38 |
| 71742 | 12-30-20 | SMOGMASTERS TEST ONLY CENTER INC | UNIT 397 SMOG | 80.00 | | 80.00 |
| | | | UNIT 399 SMOG | | | |
| 71743 | 12-30-20 | SOUTHERN CALIF EDISON | WELL 25A | 744.97 | | 744.97 |
| 71744 | 12-30-20 | SPECTRUM ENTERPRISE | INTERNET SERVICE | 1,920.00 | | 1,920.00 |
| 71745 | 12-30-20 | UNDERGROUND SERVICE ALERT | UNDERGROUND SERVICE ALERT | 165.10 | | 165.10 |
| 71746 | 12-30-20 | VERIZON WIRELESS | CELL PHONE BILL | 3,802.94 | | 3,802.94 |
| 71747 | 12-30-20 | WATERLINE TECHNOLOGIES INC. | 5 DRUMS REFILLED | 1,029.02 | | 1,029.02 |
| 71748 | 12-30-20 | WEKA, INC. | RELEASE OF RETENTION | 13,067.72 | | 13,067.72 |
| 9992797 | 12-03-20 | CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM | PERS PPE 11/13 | 29,685.96 | | 29,685.96 |
| 9992810 | 12-04-20 | WELLS FARGO BANK | AUTO DEP PPE 11/27 | 113,174.34 | | 113,174.34 |
| 9992811 | 12-04-20 | WELLS FARGO BANK | FED TAX PPE 11/27 | 41,745.81 | | 41,745.81 |
| 9992814 | 12-04-20 | STATE OF CA EDD | STATE TAX DEP PPE 11/27 | 7,929.81 | | 7,929.81 |
| 9992848 | 12-04-20 | LINCOLN NATIONAL LIFE INS CO | DEF COMP PPE 11/27 | 7,450.32 | | 7,450.32 |
| 9992938 | 12-18-20 | WELLS FARGO BANK | AUTO DEP PPE 12/11 | 117,230.38 | | 117,230.38 |
| 9992939 | 12-21-20 | WELLS FARGO BANK | FED TAX DEPOSIT PPE 12/11 | 40,280.34 | | 40,280.34 |
| 9992940 | 12-21-20 | STATE OF CA EDD | STATE TAX DEP PPE 12/11 | 7,617.92 | | 7,617.92 |
| 9992941 | 12-21-20 | LINCOLN NATIONAL LIFE INS CO | DEF COMP PPE 12/11 | 7,438.79 | | 7,438.79 |
| 9992943 | 12-02-20 | BANK OF RIO VISTA | DEBT PAYABLE-DEC.2020 | 12,190.95 | | 12,190.95 |
| 9992995 | 12-30-20 | WELLS FARGO BANK | AUTO DEP PPE 12/25 | 107,540.75 | | 107,540.75 |
| 9992996 | 12-30-20 | WELLS FARGO BANK | FED TAX PPE 12/25 | 42,968.77 | | 42,968.77 |
| PR120420 | 12-04-20 | EMPLOYEES | PAPER PAYROLL CHECKS | 3,938.99 | | 3,938.99 |

| CHECK NUMBER | CHECK DATE | PAID TO VENDOR | DISBURSEMENT DESCRIPTION | OPERATING | CAPITAL | TOTAL |
|---|---|---|---|---|---|---|
| PR121820 | 12-18-20 | EMPLOYEES | PAPER PAYROLL CHECKS | 0.00 | | 0.00 |
| | | | | | | |
| | | | CURRENT CHECK TOTAL | 999,876.8 | 78,271.8 | 1,078,148.6 |
| | | | | | | |
| TOTAL | | | | 999,876.81 | 78,271.82 | 1,078,148.63 |
| 132 records listed | | | | | | |

# AGENDA REPORT

## REGULAR BOARD MEETINGS JANUARY 14 & 19, 2021
### UPCOMING EVENTS REQUIRING BOARD APPROVAL AND DIRECTOR REPORTS

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

| Date | Event | Confirmed Attendees |
|---|---|---|
| | | |

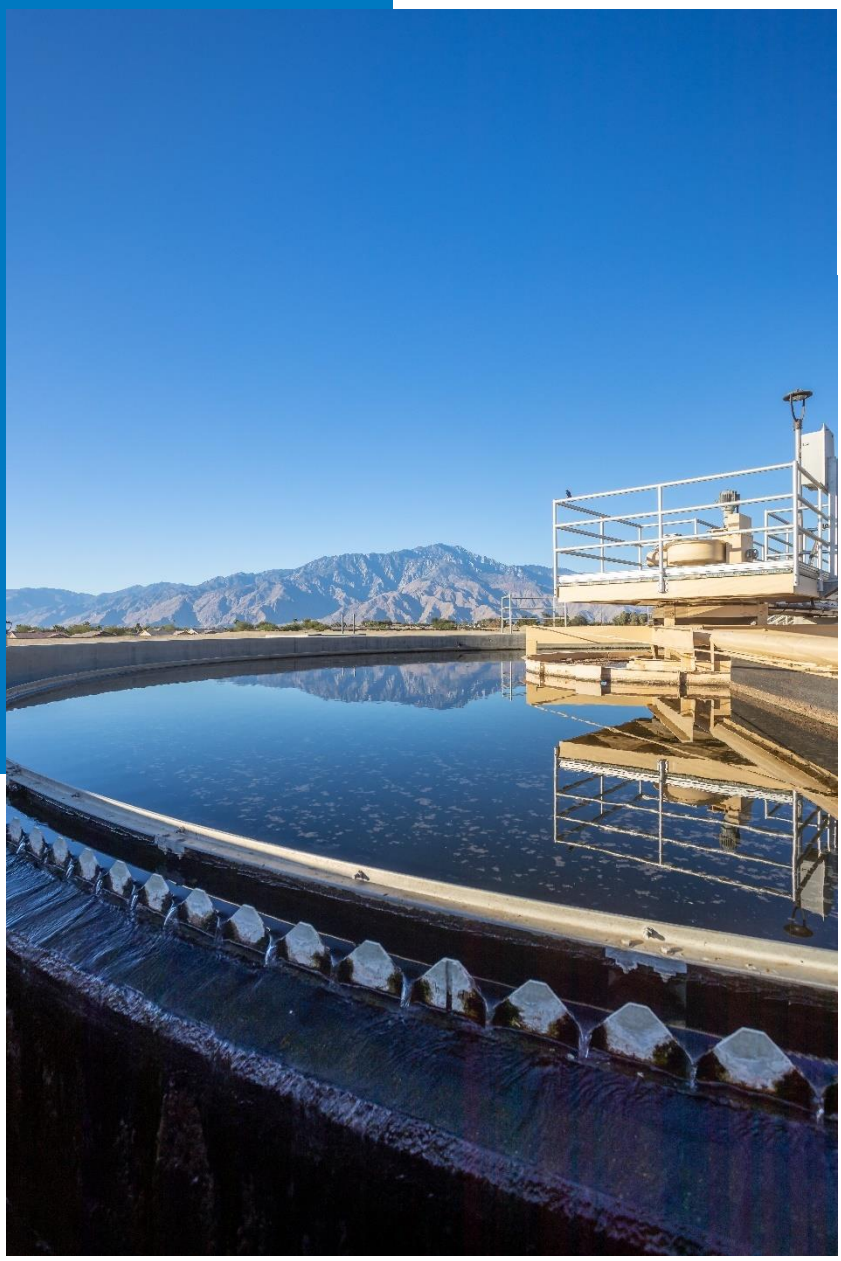
**OTHER MEETINGS ATTENDED** (no daily stipend was claimed)

| Date | Event | Attendees |
|---|---|---|
| 12/2 | TRIBAL WATER AUTHORITY | MARTIN |
| 12/14 | CABOT'S BOARD MTG | MARTIN |

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

| Date | Event | Attendees |
|---|---|---|
| 12/1 | DHS CITY COUNCIL MEETING | MARTIN |
| 12/2 – 12/3 | ACWA CONFERENCE (VIRTUAL) | SEWELL |
| 12/3 | DVBA LEGISLATIVE FORUM | MARTIN |
| 12/8 | CVWD BOARD MEETING | DUNCAN |
| 12/10 | DVBA BOARD MTG | MARTIN |
| 12/15 | RIV CO BOARD OF SUPERVISORS MTG | MARTIN |
| 12/15 | DWA BOARD MEETING | DUNCAN |
| 12/16 | SEXUAL HARASSMENT PREVENTION TRAINING – JPIA | MARTIN |
| | | |

*Participation in these meetings was done via "Zoom" or similar video technology.



# General Manager's Report
# January 2021



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APPENDIX A - Federal Update from Carpi & Clay
APPENDIX B – Wastewater and Water Production Tables
APPENDIX C – Public Affairs Information

# ADMINISTRATION

## Accounting Department

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

### Financial Statement Audit

The Staff continues to work with Rogers, Anderson, Malody & Scott, LLP to complete the yearly financial statement audit. With the on-going COVID-19 pandemic, the schedule has revised multiple times. The audit findings and Financial Statements will be presented to the Board at the January meeting.

### Unclaimed Property

Staff is developing a list of customers with a credit balance which is legally referred to as "Unclaimed Property". The list of unclaimed property or credit balance which has not been claimed for several years will be advertised in local newspapers. If the unclaimed property is not claimed by the customer, the balance will be transferred to the District. Due to COVID-19, the advertisement was postponed until January 2021.

### Mid-Year Budget Preparation

Staff is reviewing revenue, expenses, budgeted items, and future needs to determine if any changes to the FY2021 Budget are necessary. The Mid-Year Budget Report will be presented to the Board at the January Workshop and Board Meeting.

### End of the Year Activities

At the end of every calendar there are activities which need to be completed to close the previous "calendar" year. Those items are;

- Yearly payment coupons for retirees that are still in the District's medical plan were sent out for the cost changes for the 2021 year.
- Preparation for the State Controller's Report due January 31 has begun.
- Year-end preparations related to State and Federal Tax changes and form filings as begun.

### COVID-19 costs to date

From March 1 through December 31, 2020, MSWD has spent approximately $780,000 on COVID-19 related expenditures.

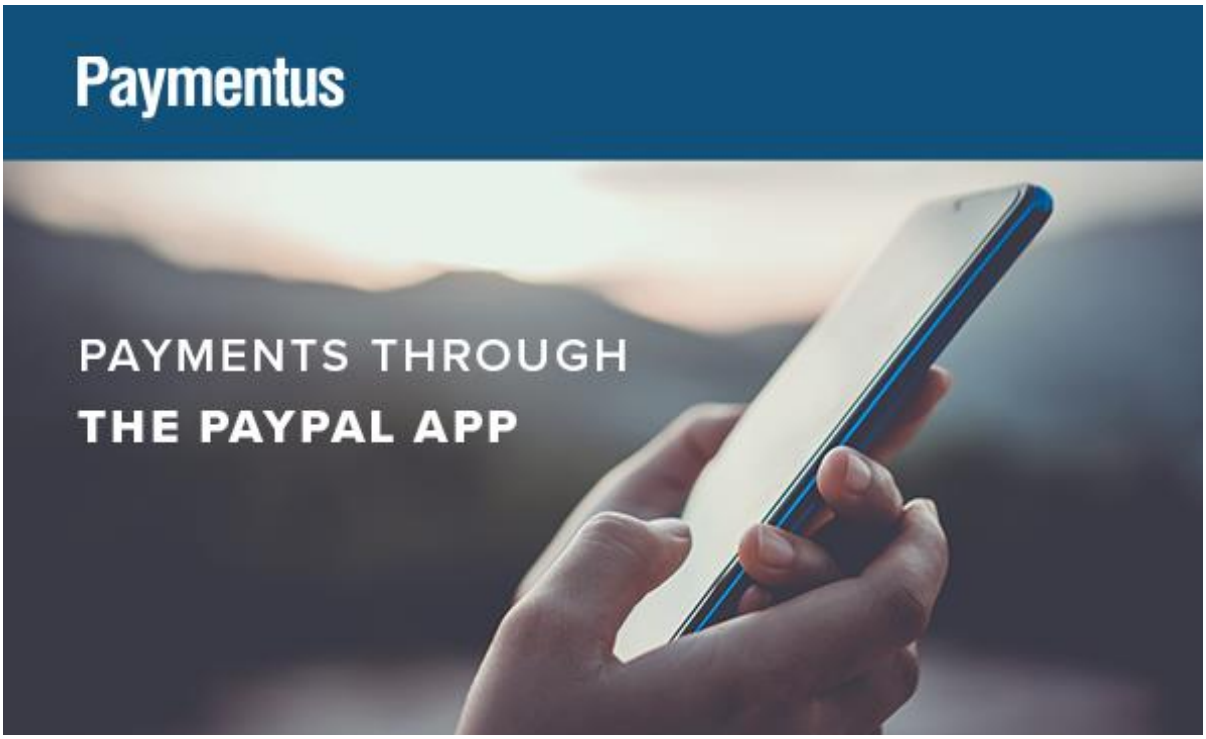
## Customer Service Department

### Customer Portal Update

Qualifications from interested vendors has been received and evaluated. The award of contract is expected next month. Integration of a customer portal typically occurs over 90 – 120 days.

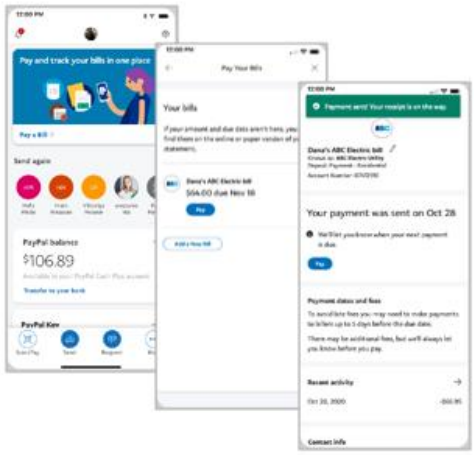
### Additional Payment Options via Paymentus

Paymentus, the District's payment processor has recently added PayPal to their payment options for our customers. Below is additional information on this:




*Dear Valued Client:*

*We're excited to announce yet another milestone in our continued expansion of the Instant Payment Network (IPN). In the upcoming weeks, as a Paymentus client, your* ***customers will now be able to pay their bill via the PayPal app****, as part of an initial limited rollout. Paymentus has performed an extensive integration with PayPal to ensure these payments post to your customers' account through your existing Paymentus integration, with no changes required by you.*




*Payments initiated through the PayPal app will also be visible in your Paymentus Agent Dashboard, in the same manner as your other payments made through Paymentus today, and will be identified with a payment method of "PayPal" and a channel indicator of "Instant Payment Network".*

*Paymentus is committed to expanding the payments landscape. We're creating new opportunities and channels for you to interact with your customers – all available through a single integration with Paymentus.*

Paymentus + PayPal

## Purchasing Department

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

# ENGINEERING AND OPERATIONS

## Engineering Department

Below is a list of Capital Projects and status updates.

### Well 42 Project

MSWD has completed secured and executed the contract with Layne Christensen Company. Staff and construction management consultant (TKE) submitted a new electrical service application to Southern California Edison (SCE) and held a field meeting with SCE to discuss project requirements. The pre-construction meeting and Notice to Proceed (NTP) issuance are scheduled for January 2021.

### N. Indian Canyon Drive Sewer Project

The pre-construction meeting with the contractor, Downing Construction was held in December. Staff and construction management consultant (TKE) are coordinating permitting, traffic control plan approval, and cost share agreement with Riverside County.

### Terrace Reservoirs Rehabilitation and Site Improvements

Staff is currently reviewing the 100% design plans and specifications.

### Vista Reservoir No. 2

CEQA consultant (TDA) is preparing the initial study and has begun the AB-52 notification process. The consultant (TKE) submitted the 90% design plans, specifications, and estimate for District review. The consultant is expected to complete the final design in January.

### Desert Willows Community Water Line Replacement

Staff, consultant (TKE), and legal counsel (SBEMP) prepared a cooperative agreement for the Desert Willows Property Owners Association (POA) for consideration. The POA has requested additional conditions and language which are being reviewed and considered by the District. Due to additional time needed to coordinate the agreement with the POA, staff will request an award extension from the apparent low bidder and the contingent contractor in January. Award of contract is expected no later than February 2021.

### Administrative Building

Staff has asked the Contractor/Architect (APS/Holt Architecture) to provide a rendering of a potential building at the District Corporate Yard location.

## AD-18 – GQPP Sewer Project Areas "H" & "I"

The CEQA consultant (TDA) is preparing the initial study and has begun the AB-52 notification process. Staff has completed its 90% plan check and returned the comments to the consultant (TKE) to be addressed in the final design. Staff is preparing the legal description and plat required to get the proposed easement appraised.

## On-Call General Engineering Services

The department workload continues to increase. Allowing for more engineering resource flexibility to bring on additional consultants as needed for the upcoming CIP projects, a new Request for Proposals was released in August. After the review and selection process staff anticipates awarding one or more contracts at the February Board meeting.

## Water System and Wastewater System Comprehensive Master Plan Update

Staff completed proposal review and scoring and anticipates presenting for Board of Directors approval as early as February 2021.



# Operations & Maintenance

## Construction & Maintenance



Construction & Maintenance Staff (C&M) completed approximately 213 water line location requests in the previous month. Staff continues to use iPads with the GeoViewer Mobile app to streamline and manage line locations. C&M also replaced 12 water services and repaired 44 service line leaks and five main line leaks. Approximately 67,168 gallons of water loss was recorded due to water leaks.

Staff continues to implement the valve maintenance program and used the new valve truck and valve equipment this month. There were 46 valves exercised, and 22 fire hydrant flushed. There were no Cla-Val valves serviced this month and staff replaced two broken valves.



A total of 64 work orders were processed this month using the CMMS module which included 6 new water services.

Staff has been making the necessary staffing adjustments in dealing with the current COVID-19 pandemic. We continue to keep good constant communication with our department, and with other departments and managers in the District.

## Fleet and Facility Maintenance

Over the past six months, staff has been working with ADT to fix issues with the alarm system at the Administration (Admin) Building. After numerous phone calls and service repairs, staff was able to get an upgrade to our facilities done. The alarm system in the Admin Building was upgraded this month to the newest version which now allows for remote access to arm/disarm and monitor the alarm system along with other features and equipment.

The motion sensors for the alarm system in the Engineering modular were repaired. These were old and needed to be replaced. The Engineering modular alarm system is scheduled to be upgraded in January of 2021, along with the Annex Building and Corp Yard.

The Admin Building backdoor (downstairs) had to be repaired this month due to the crash bar on the inside of the door malfunctioning and falling off. Staff contacted locksmith as an emergency and had the door repaired that night.

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

The District received four new vehicles this fiscal year through the Enterprise Fleet Management lease program. The four vehicles have been outfitted with lights, radios, toolboxes, District logos and have been assigned to Water Production, Wastewater and C&M departments for use.







The District continues to utilize Southern California Fleet Services to keep up on the maintenance and repairs to District vehicles and equipment. Four District vehicles were maintained this month along with repairing a fuel issue on the 6-inch transfer pump that is used daily at the wastewater treatment plant to transfer effluent water from pond to pond. A few batteries were also replaced this month due to age and no longer being able to hold a charge.

All District vehicles that required smog checks for the year 2020 were completed and reported to the Government Fleet Smog Check Program.

## Wastewater

Staff spent a combined 252-man hours performing routine plant maintenance, equipment maintenance and plant operations at the Horton and Desert Crest plants during the month. Also, during that timeframe, staff spent 306-man hours operating the sludge belt filter press, filling and removing 14 trailers of sludge from the Horton and Desert Crest Plants.

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

| WASTEWATER FLOW MGD | | | | |
|---|---|---|---|---|
| | HORTON PLANT | | DESERT CREST | |
| 2020/21 | Avg. Daily Flow | Peak 24 hr. Flow | Avg. Daily Flow | Peak 24 hr. Flow |
| July | 2.069268 | 2.140825 | 0.047916 | 0.079010 |
| Aug. | 2.135828 | 2.274566 | 0.053795 | 0.070420 |
| Sep. | 2.003417 | 2.121446 | 0.046861 | 0.077790 |
| Oct. | 1.964716 | 2.100928 | 0.043720 | 0.049600 |
| Nov. | 1.928082 | 2.082209 | 0.046171 | 0.051750 |
| Dec. | 1.750513 | 2.074777 | 0.044951 | 0.050380 |
| Jan. | | | | |
| Feb. | | | | |
| Mar. | | | | |
| Apr. | | | | |
| May | | | | |
| June | | | | |

Additional wastewater flow information is provided in Appendix B.

Staff collected 20 samples and spent 23-man hours performing laboratory duties and analysis for process control and regulatory reporting purposes over the past two-month period. Both plants are producing effluent within regulatory guidelines.

No problems occurred at the Dos Palmas Lift Station. The operators continued to visit the site each day (Monday thru Friday) to ensure proper pump and phone dialer operations to ensure the SCADA system is working properly, also checking site security.

Staff responded to 2 customer calls during normal work hours and 6 after-hour calls in the previous month.

Vaughan's Industrial Repair has completed the Aerator Paddle Replacement project by replacing all the aerator paddles at the Horton Plant in aeration tanks 1 thru 3. With the work completed, aeration tanks 1, 2 and 3 were put back into service allowing the process to improve the treatment of raw sewage at the plant. While work was in progress on the aerators, aeration tanks 4 and 5 were receiving approximately 1.9 MGD of flow. Once the microbiology in tanks 1-3 are back to normal with the addition of oxygen transfer from the recently replaced paddles the entire plant treatment process will improve, which will help produce a better effluent going to the percolation ponds.





Staff has continued to see a decline of the influent pumps ragging up due to "flushable wipes" requiring the pumps to be pulled from service less frequently. Currently, we are pulling pumps for inspection every other day, including Saturday and Sunday. Part of this decline is due to a recently installed pump that has been out of service for three months for repairs.

The percolation ponds at the Horton Plant remain close to capacity, and staff is taking all necessary steps to drain ponds for cleaning. These steps include the use of 6-inch & 3-inch pumps to move effluent between ponds to help with percolation. The ponds' performance depends on the quality of the effluent being discharged into the ponds. The heavier the solids are leaving the clarifiers the worse the ponds perform. Staff works diligently to ensure that the effluent going into the ponds is a high-quality product which allows the ponds to percolate as designed. Staff takes all necessary steps to make sure that the plant is running properly so that the ponds can percolate as they should. The percolation ponds are monitored daily including Saturday and Sunday. Pond No. 2 and No. 4 were cleaned and prepped for use, by scraping solids into a pile, loading the solids out with dump trucks, and then ripping the bottom of the pond to open the sub-surface of the pond. A disc is then used to further break up the soil, then the pond is ready for use. Staff has been working with different manufacturers and consultants on developing a cloth filtration process to help minimize or eliminate solids from getting to the ponds. When this improvement is constructed the process to clean the ponds will reduce substantially and the ponds will percolate more effectively.



On December 23rd, staff found one of the belts had ripped on the belt filter press, allowing sludge to go everywhere and not work properly. Staff immediately shut the press down and proceeded to replace the damaged belt. This is a three or four-person job, and with limited staffing due to the COVID-19 team split, staff worked together and got the belt replaced in a few hours.



Due to COVID-19, the A team in the Wastewater Department was required to isolate and work from home during the month of December. The B team was brought into the plant and continued to work each week until the A team was able to return to work. Staff took all precautions to keep teams separated during this time.

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

New Sanitary Service Connections to Collection System

| | 2020/21 | 2019/20 | 2018/19 | 2017/18 | 2016/17 | 2015/16 |
|---|---|---|---|---|---|---|
| July | 8 | 7 | 9 | 51 | 2 | 1 |
| Aug. | 4 | 1 | 8 | 53 | 2 | 4 |
| Sep. | 5 | 2 | 12 | 8 | 11 | 2 |
| Oct. | 9 | 4 | 8 | 12 | 4 | 21 |
| Nov. | 50 | 10 | 9 | 7 | 7 | 1 |
| Dec. | 9 | 3 | 3 | 64 | 1 | 0 |
| Jan. | | 7 | 1 | 16 | 8 | 3 |
| Feb. | | 5 | 1 | 42 | 0 | 3 |
| Mar. | | 1 | 0 | 23 | 5 | 0 |
| Apr. | | 3 | 3 | 15 | 30 | 0 |
| May | | 11 | 3 | 20 | 45 | 7 |
| June | | 7 | 3 | 6 | 70 | 4 |
| Annual Total | 85 | 61 | 60 | 317 | 185 | 46 |

| | |
|---|---|
| Connections to Sewer Collection System: | |
| As of June 30, 2020 | 8234 |
| Plus YTD | 85 |
| **Total Sewer Connections =** | **8319** |

Additional sanitary service connection information is provided in Appendix B.

## Water Production

Staff collected 45 routine samples, 6 general physical samples, and quarterly uranium samples at Well 26A for analysis this month. Staff has been taking turns on the sampling rotation to ensure all staff can have the opportunity to learn and understand the sampling process across the District.



Staff –

- Sounded water levels for 13 production wells and 9 monitoring wells
- Continues to deliver chlorine to well sites on a weekly basis and conducted monthly maintenance to chlorine pumps and injectors.
- Conducted monthly chlorine pump & injector maintenance. Staff inspects the chlorine pumps, and chlorine injectors monthly. Each staff member has their own sites that they are responsible for, however, it is not uncommon for team members to help each other out with their sites when needed.
- Continues to oversee the landscape work of Sanderson Landscape Solutions at 36 sites throughout the District
- Continues to oversee the contract work of the Pest Control Company
- Continues to work with Southern California Edison (SCE) and plans accordingly in case of any future Public Safety Power Shutoff (PSPS) events.
- Continues to oversee all the Production Department sites and make improvements as needed.
- Concentrated on cleaning up electrical panels and conducting maintenance at production sites. Staff routinely visits all production sites to ensure electrical panels are always clean and accessible.
- Continues to work with Field Service/Customer Service on construction meter requests. Staff verifies that the proposed construction meter locations are in areas where we will be able to provide water to the customer with no issues.
- Continues to train staff in small electrical projects. He makes sure that if any electrical issue comes up, he is able share his knowledge with staff.
- Fixed a small list of issues that were brought up when the sanitary survey was conducted in the Palms Springs Crest and West Palms Spings Village systems recently.
- Oversaw the work of an electrical contractor at the Terrace Reservoir site. Recently, generator connections were installed to provide generator power to booster pumps 5 and 6. Staff oversaw the installation and testing of this connection.

Through continued develop in the Desert Hot Springs area and at the request of new consumers, water services are always being added. Below is a summary of new water services added each month. The total water connections is currently 13,047.

New Water Services added Monthly

| | 2020/21 | 2019/20 | 2018/19 | 2017/18 | 2016/17 | 2015/16 | 2014/15 |
|---|---|---|---|---|---|---|---|
| July | 7 | 4 | 5 | 7 | 2 | 0 | 0 |
| August | 6 | 10 | 5 | 3 | 2 | 2 | 0 |
| September | 18 | 2 | 14 | 4 | 13 | 3 | 0 |
| October | 13 | 3 | 21 | 8 | 3 | 20 | 0 |
| November | 10 | 16 | 4 | 0 | 7 | 3 | 0 |
| December | 2 | 17 | 3 | 3 | 2 | 0 | 0 |
| January | | 6 | 3 | 20 | 1 | 1 | 2 |
| February | | 8 | 5 | 11 | 1 | 0 | 1 |
| March | | 2 | 3 | 6 | 5 | 0 | 12 |
| April | | 1 | 3 | 7 | 11 | 2 | 7 |
| May | | 12 | 5 | 11 | 9 | 8 | 2 |
| June | | 11 | 2 | 8 | 2 | 10 | 1 |
| **Annual Total** | **56** | **92** | **73** | **88** | **58** | **49** | **25** |
| **Avg./ Mo.** | **4.67** | **7.67** | **6.08** | **7.33** | **4.83** | **4.08** | **2.08** |

**Connections to Water System:**

| | |
|---|---|
| As of June 30, 2020 | 12,991 |
| Plus YTD | 56 |
| **Total Water Connections =** | **13,047** |

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. Below is a summary of MSWD water production for each month since FY2019.

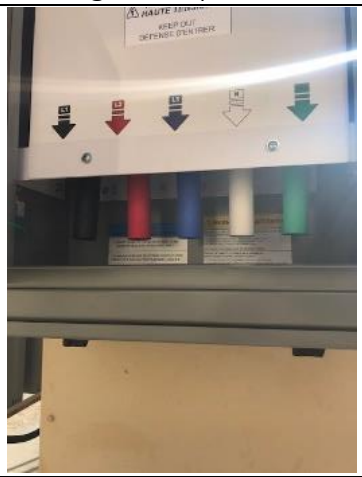
Monthly Water Production

| | FY 2020/21 AF | Variance from prior year AF | % | FY 2019/20 AF | FY 2018/19 AF |
|---|---|---|---|---|---|
| July | 857.77 | 4.54 | 0.5% | 853.23 | 857.20 |
| August | 885.31 | 90.13 | 11.3% | 795.18 | 806.47 |
| September | 784.80 | 27.72 | 3.7% | 757.08 | 689.47 |
| October | 755.84 | 46.45 | 6.5% | 709.39 | 709.81 |
| November | 690.13 | 70.26 | 11.3% | 619.87 | 631.75 |
| December | 588.32 | 51.09 | 9.5% | 537.23 | 502.16 |
| January | | 0.00 | 0.0% | 553.20 | 570.20 |
| February | | 0.00 | 0.0% | 520.85 | 415.49 |
| March | | 0.00 | 0.0% | 557.73 | 490.92 |
| April | | 0.00 | 0.0% | 573.02 | 635.08 |
| May | | 0.00 | 0.0% | 698.99 | 598.36 |
| June | | 0.00 | 0.0% | 806.02 | 710.39 |
| **TOTAL** | **4562.17** | **290.19** | **6.8%** | **7981.79** | **7617.30** |

Additional water service and water production information as well as MSWD per capita water use which is reported to the State Water Resources Control Board is provided in Appendix B.

On 12/21/2020, staff discovered an electrical issue at Well 26A. An electrical contractor was onsite the same day and determined an issue with the electrical breaker. The electrical breaker was replaced the next morning when parts became available.






## Well, Booster and Electrical Panel Rehabilitation Programs

Well 22

In July 2020, Well 22 was taken out of service due to multiple positive routine samples for coliform. On Monday July 13th, staff took routine samples throughout the District water system which includes wells, reservoirs, and the distribution system (samples taken from well sites are raw water samples prior to chlorine injection). The following morning, staff was contacted by the lab for another positive sample at Well 22. All other samples including the distribution system came back negative. Immediately following the phone call, staff pump the well to waste to flush out any potential contaminates that may be present. Following this process samples were taken and sent to the lab to be analyzed. The following morning staff was notified that the sample was positive for Coliform again. Staff contacted the State Water Resources Control Board engineer to inform them of the issue we encountered and discussed a plan to get the well back in service. Staff proceeded to chlorinate the well and pumped to waste three times with no luck. At this point, it was determined that the motor and pumping equipment would need to be pulled and a downhole inspection needed to be performed.

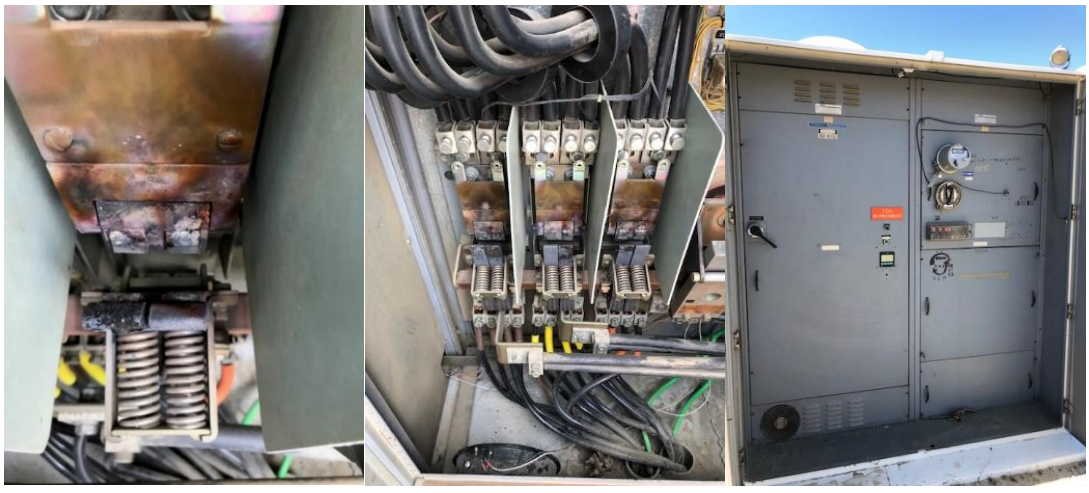
Staff requested bids for the removal of motor, pumping equipment and a video log of the well for inspection. In October of 2020, Legend Pump and Well Service, Inc. was awarded the project and performed the work. Based on the video log and visual inspection of the equipment, nothing was found to be out of the ordinary. Staff has taken the information

and reports from Legend Pump along with requirements from the State and is in the process of hiring a consultant to develop plans and specifications for a full rehabilitation of Well 22, which will include repairing/replacing worn-out or damaged pumping equipment, replacement of the old and inefficient motor, brushing and bailing of approximately 750 feet of well casing, retrofitting the concrete well head base, relocation and upgrades to the electrical panel and replacement of above ground well header piping due to age and condition. Staff anticipates completing plans, specifications, and advertising for bid in February 2021.



Well 24

The well was taken out of operation in October 2020 due to electrical panel issues. The issue became apparent when staff received a start-fail SCADA alarm, later confirming the electrical panel issue after visiting the site. The electrical contractor found numerous issues in the panel with the main issue being the bypass contactors not making contact evenly. This issue caused excessive arcing and heat in the panel box. If not addressed, excessive heat and arching could result in the contactors welding together causing the motor to single phase causing the motor to burn up. Staff determined the well needed to be left out of service and an upgrade to the panel completed. In December of 2020, staff contracted with a consultant to put plans and specifications together and is anticipating advertising the project for bid in January 2021. Currently the 1400 Annandale zone is being supplied water from the Terrace Reservoir Boosters which supply water to the 1400 High Desert View Zone. Both Annandale and High Desert View Reservoirs are floating together and working flawlessly.



Well 26

Well 26 is currently under construction for rehabilitation due to equipment failure. Please see staff report and presentation for update.

Low Northridge Reservoir Booster Station



On December 28th, staff received a start-fail SCADA alarm notifying there was an issue at the site. Upon arriving at the Low Northridge Reservoir site, staff witnessed a fuse on the SCE power pole was blown and realized the power outage was due to SCE equipment failure. SCE was contacted and a crew was mobilized to the site. Once power was restored, SCE gave their okay that the problem was corrected, and staff attempted to start up the booster station which caused a power surge due to one of the three phases of power SCE provides being lost. The power surge to the site caused the booster pumps to fail and burn up. Another service call was placed with SCE to repair their failed equipment.

Boosters 1 and 2 are the only supply for water to the Vista Reservoir 1630 pressure zone. This area is bounded by West Drive, Mission Lakes Blvd., and Verbena Drive. At the time the pumps failed, the water level at Vista Reservoir was approximately 16 feet, roughly 50% capacity. Staff immediately began making phone calls to contractors and suppliers looking for portable water pumps, submersible pumps and motors, potable water trucks and any assistance we could find. Staff also utilized the CalWarn mutual support system to reach out to water agencies across California. The CalWarn program resulted in numerous agencies reaching out to provide mutual aid from Long Beach to San Diego, the City of Banning, agencies in the Coachella Valley—CVWD, IWA and DWA, including neighboring agencies—Hi-Desert Water District and Bighorn Desert View Water Agency.

Once staff understood what support was available, they began developing a plan to restore water service. Many of the pump companies staff contacted were unable to come out until the morning as they were dealing with staff shortages due to COVID-19 and extended holiday vacations. The Operations Manager from the City of Banning was a tremendous help and put us in contact with a pump company they work with, L.O. Lynch Quality Well and Pumps, Inc. He also assisted with coordination efforts in picking up a submersible pump from a supplier in Redlands and delivered it to the Low Northridge Site so the pump contractor could focus on getting to the site. Staff had our electrical contractor, On Power, in route to assist with pulling and replacing the pumps and ensuring electrical issues onsite were resolved prior to powering up the site. As this plan was materializing other staff were reaching out to state approved water haulers and by early evening lined up three potable water haulers to deliver water to the Vista Reservoir site. One being a private water hauler from Lucerne Valley and two trucks came via mutual aid from DWA. Throughout the

evening staff monitored the water level at Vista Reservoir. The water level was dropping approximately one foot per hour. Staff coordinated with Public Relations and worked on posting information on Facebook and Nextdoor urging residents to conserve water during our outage.



By this time SCE had a crew onsite with initial estimates of power restoration being between 3 AM and 6 AM. Staff developed a new plan to provide power with one of our portable standby generators as the pump work would be completed before then. SCE was able to provide a temporary repair to get power restored sooner which happened shortly after 11 PM. After dealing with several hours of heavy rain, just after midnight things were starting to get put back together. Fortunately, the water level in Vista Reservoir maintained around seven feet with the help of the potable water trucks hauling water allowing us to sustain water pressure and delivery of safe drinking water. Around 2 AM after energizing the new pump and performing several tests to ensure power was being delivered correctly, staff was pumping water to Vista Reservoir from Low Northridge booster station and was visibly seeing a gain in water level.

Staff has accounted for all costs and is submitting a reimbursement claim with SCE.
The outstanding teamwork and excellent communication between departments, contractors and other water agencies made the outcome of this emergency work a great success. A huge thank you for everyones help.

Well 33 Solar Site

Staff continues to monitor the performance of the solar system. The November performance report showed that the system produced 138,567 kilowatt hours, which is within 95% of expected energy output.

## Water Resources

Below is a list of water resources related actives for the prior month;

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

- No monthly meeting was held due to lack of activity.

### Mission Creek Subbasin SGMA and 2022 Alternative Plan Update

- Staff completed the review and comment on the status of implementation projects for the SGMA Annual Report for Water Year 2019/20 (due to DWR on April 1, 2021). The consultant (Wood) is preparing the draft plan for review in January.
- The consultant (Wood) completed the groundwater model calibration process and report. A review meeting is scheduled in January.
- Staff and the consultant (KJ) completed the revised water demand projections. They will be used to for model forecasting scenarios in the coming months.

### San Gorgonio Pass Subbasin SGMA and 2022 Groundwater Sustainability Plan

- The consultant (Intera) continues to work though the groundwater model calibration process. Staff expects the draft modeling summary report for review in January.

### Indio Subbasin 2022 Alternative Plan Update

- Staff continues to work with the consultant (Woodard and Curran) on the water demand and demand projections within the MSWD's service area.

### Salt and Nutrient Management Plan (SNMP)

- The agencies have completed the MOU for collaborating on the development of the workplan to update the Coachella Valley Salt and Nutrient Management Plan (CV-SNMP) and Groundwater Monitoring Program Workplan.
- The agencies and consultant (West Yost) met with the Regional Board to review the draft Monitoring Workplan and receive comments.
- Thereafter, the consultant (West Yost) completed the Final Monitoring Workplan and submitted it to the RWQCB.
- The agencies will now begin working on the CV-SNMP Update Workplan.

### 2020 Regional Urban Water Management Plan (UWMP)

- The agencies and consultant (WCS) completed the public workshop in December. The virtual meeting was well attended and included a public input portion to discuss areas on high importance from stakeholders.

# PUBLIC AFFAIRS

Below is a list of Public Affairs activities:

## Outreach

CV Water Counts: Next meeting: January 19, `

- The Water Counts Academy will be held virtually due to COVID-19 and to prioritize the health of attendees and presenters. The academy starts on February 2nd. The CV Water Counts Outreach report for the month of December can be found in Appendix C

## MSWD Digital Advertising

- MSWD Digital Advertising report for month of November is provided in Appendix C. It includes the two types of ads we are running on Google and Facebook as well as website analytics. In collaboration with CV Strategies, we have launched a "Tips" campaign for conservation ideas.
    - Google – 3 total ads: Working for You (same as billboard) & Conservation Tips
    - Facebook/Instagram – 3 total ads: Here for you & Conservation Tips

## MSWD Social Media Report

- MSWD Social Media report for month of December is attached. This report highlights Facebook, Twitter and Instagram posts. Moving into 2021, the Public Affairs team will be focusing on building the MSWD brand on LinkedIn, Google Business and Yelp.

APPENDIX A - Federal Update from Carpi & Clay

CARPI & CLAY

# Mission Springs Water District Federal Update

December 30, 2020

## FY 2021 Appropriations Update

In late December, Congress passed and the President signed into law a $1.4 trillion Fiscal Year 2021 omnibus appropriations package. This package contains all twelve FY21 appropriations bills and will fund the federal government through the end of the fiscal year that ends on September 30, 2021. Below are some programmatic funding levels of interest.

**FY21 Environmental Protection Agency Funding**

| Agency/Program | Final FY21 Funding Level | Change from FY20 Enacted Level |
|---|---|---|
| EPA | $9.24 billion | Increase of $180 million |
| Clean Water State Revolving Fund | $1.638 billion | No change |
| Drinking Water State Revolving Fund | $1.126 billion | No Change |
| WIFIA | $60 million | No Change |

**FY21 Army Corps of Engineers and Bureau of Reclamation Funding**

| Agency/Program | Final FY21 Funding Level | Change from FY20 Enacted Level |
|---|---|---|
| Environmental Infrastructure | $100 million | No change |
| Bureau of Reclamation | $1.69 billion | Increase of $11 million |
| WaterSMART Grants | $55 million | No change |
| Title XVI Program (WIIN Projects) | $20 million | No change |

## Deal Reached on COVID-19 Relief Package

Within days of the Christmas holiday, Congress and the White House reached a deal on an additional COVID-19 relief package. The final package was attached to the FY21 omnibus appropriations package and passed together. Details of the package are included below.

While the President has signed the package into law, right before the Christmas holiday, he began to raise a strong objection to the amount of funding in the bill for direct payments to individuals, which is currently $600 for individuals, and that he would like to see that

number increased to $2,000. Congressional Democrats jumped on board with this proposal and began expressing their support for the idea. On Monday, December 28th, the House voted and passed an amendment to the COVID-19 relief package to raise direct payments to individuals. The amendment now goes to the Senate for its consideration.

**Unemployment Insurance: $120 Billion**

- Federal Pandemic Unemployment Compensation (FPUC): provides an additional $300/week starting December 26th and ending March 14, 2021
- Pandemic Unemployment Assistance (PUA): extends PUA for self-employed, freelancers, gig workers, and part-time workers until April 5, 2021
- Pandemic Emergency Unemployment Compensation (PEUC): extends PEUC which provides additional benefits when regular state benefits run out until April 5, 2021

**Direct Payments to Individuals: $160 Billion**

- One-time payments of $600 for individuals making up to $75,000 and $1,200 for couples making up to $150,000, as well as an extra $600 per eligible child dependent.

**Extension of Paid Leave Credits**

- Extends refundable payroll tax credits for paid sick and family leave that was established in the Families First Coronavirus Response Act, through March 31, 2021

**Paycheck Protection Program: $284 billion**

- Extends PPP through March 31, 2021
- Creates a set-aside for very small businesses with 10 or fewer employees
- Allows for small businesses in the restaurant and hospitality industries to receive larger awards of 3.5 times average total monthly payroll, rather than 2.5 times

**Emergency Rental Assistance: $25 billion**

- Extends eviction moratorium until January 31, 2021
- Allows for funding to be used to pay utilities bills, both current and previously owed

**Low-Income Water Utility Bill Assistance: $638 million**

- a new program that will help low-income families cover the costs of their drinking water and wastewater utility bills
- provide grants to states and tribes, who in turn will provide funds to owners or operators of public water systems or treatment works to reduce arrearages and rates to low-income households

## Congress Passes WRDA Bill

Also included in the end-of-the-year omnibus appropriations and COVID-19 relief package was the Water Resources Development Act of 2020 (WRDA). The WRDA bill provides policy direction and project authorizations for the U.S. Army Corps of Engineers. The WRDA bill is typically passed by Congress on a two-year cycle. The 2020 WRDA bill includes the following:

- Authorizes 46 pending Chief's Reports for construction
- Authorizes 27 feasibility studies for water resources development projects
- Directs the Corps to conduct six river basin studies
- Provides authorization for additional funding for the Harbor Maintenance Trust Fund
- Allows for calculation in sea level rise benefits for Corps projects
- Directs the Corps to finalize the Principles, Requirements, and Guidelines

## Biden Administration Cabinet Secretary Nominations

President-elect Biden and Vice President-elect Harris have continued to move forward with the transition process. To date, here are the following individuals that President-elect Biden has announced he plans to nominate for cabinet-level positions:

- Secretary of State: Antony Bliken (Served as Deputy Secretary of State during the Obama Administration)
- Secretary of Defense: Lloyd Austin (Retired 4-star Army General)
- Secretary of Homeland Security: Alejandro Mayorkas (Deputy Secretary of Homeland Security in the Obama Administration)
- Secretary of the Treasury: Janet Yellin (Former Chair of the Council of Economic Advisors; former Chair of the Federal Reserve)
- Secretary of the Interior: Congresswoman Deb Haaland (D-NM)
- Secretary of Energy: Jennifer Granholm (former Governor of Michigan)
- Administrator of the Environmental Protection Agency: Michael Regan (Secretary of the North Carolina Department of Environmental Quality)
- Secretary of Agriculture: Tom Vilsack (former Secretary of Agriculture in the Obama Administration)
- Secretary of Housing and Urban Development: Congresswoman Marcia Fudge (D-OH)
- Secretary of Veterans Affairs: Denis McDonough (White House Chief of Staff, Deputy National Security Advisor, and Chief of Staff of the National Security Council during the Obama-Biden Administration)
- Secretary of Transportation: Pete Buttigieg (former Mayor of South Bend, IN)
- Secretary of Education: Dr. Miguel Cardona (Connecticut's Commissioner of Education)
- Secretary of Health and Human Services: Xavier Becerra (California Attorney General and former Member of Congress)

## EPA Launches New Clearinghouse for Environmental Finance

In mid-December, the Environmental Protection Agency (EPA) launched the Clearinghouse for Environmental Finance (Clearinghouse), an online database of land, air, and water information. This new Clearinghouse catalogues available funding, financing, and instructional resources to aid communities in their efforts to improve environmental conditions. The new Clearinghouse includes over 1,800 funding and financing opportunities and information resources. The Clearinghouse can be accessed at www.epa.gov/chef.

# EPA Finalizes Lead and Copper Rule Update

In late December, EPA released its final rule updating the current Lead and Copper Rule. Back in October of 2019, EPA released its proposed update to the current rule, which was the first time the rule had been updated since 1991. The new rule focuses on 6 issue areas:

- Identifying the most impacted areas
- Strengthening drinking water treatment
- Replacing lead service lines
- Increasing drinking water sampling reliability
- Improving risk communications to customers
- Better protecting children in schools and childcare facilities

The final rule will take effect 60 days after it is published in the Federal Register.

# APPENDIX B – Wastewater and Water Production Tables

# WASTEWATER REPORT

| SEWER CONNECTION SUMMARY | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | 2020/21 | 2019/20 | 2018/19 | 2017/18 | 2016/17 | 2015/16 | 2014/15 | 2013/14 | 2012/13 | 2011/12 | 2010/11 |
| July | 8 | 7 | 9 | 51 | 2 | 1 | 139 | 2 | 0 | 0 | 4 |
| Aug. | 4 | 1 | 8 | 53 | 2 | 4 | 214 | 4 | 0 | 2 | 4 |
| Sep. | 5 | 2 | 12 | 8 | 11 | 2 | 90 | 2 | 1 | 0 | 0 |
| Oct. | 9 | 4 | 8 | 12 | 4 | 21 | 65 | 8 | 2 | 1 | 2 |
| Nov. | 50 | 10 | 9 | 7 | 7 | 1 | 52 | 18 | 7 | 3 | 2 |
| Dec. | 9 | 3 | 3 | 64 | 1 | 0 | 86 | 22 | 11 | 2 | 0 |
| Jan. | | 7 | 1 | 16 | 8 | 3 | 27 | 3 | 11 | 1 | 3 |
| Feb. | | 5 | 1 | 42 | 0 | 3 | 5 | 46 | 6 | 1 | 2 |
| Mar. | | 1 | 0 | 23 | 5 | 0 | 31 | 16 | 2 | 1 | 16 |
| Apr. | | 3 | 3 | 15 | 30 | 0 | 8 | 95 | 14 | 3 | 11 |
| May | | 11 | 3 | 20 | 45 | 7 | 13 | 98 | 3 | 2 | 6 |
| June | | 7 | 3 | 6 | 70 | 4 | 4 | 72 | 2 | 0 | 3 |
| **Annual Total** | **85** | **61** | **60** | **317** | **185** | **46** | **734** | **386** | **59** | **16** | **53** |

Connections to Sewer Collection System:

| | |
|---|---|
| As of June 30, 2020 | 8234 |
| Plus YTD | 85 |
| **Total Sewer Connections =** | **8319** |

| WASTEWATER FLOW MGD | | | | |
|---|---|---|---|---|
| | HORTON PLANT | | DESERT CREST | |
| 2020/21 | Avg. Daily Flow | Peak 24 hr. Flow | Avg. Daily Flow | Peak 24 hr. Flow |
| July | 2.069268 | 2.140825 | 0.047916 | 0.079010 |
| Aug. | 2.135828 | 2.274566 | 0.053795 | 0.070420 |
| Sep. | 2.003417 | 2.121446 | 0.046861 | 0.077790 |
| Oct. | 1.964716 | 2.100928 | 0.043720 | 0.049600 |
| Nov. | 1.928082 | 2.082209 | 0.046171 | 0.051750 |
| Dec. | 1.750513 | 2.074777 | 0.044951 | 0.050380 |
| Jan. | | | | |
| Feb. | | | | |
| Mar. | | | | |
| Apr. | | | | |
| May | | | | |
| June | | | | |

| WASTEWATER FLOW MGD | | | | |
|---|---|---|---|---|
| | HORTON PLANT | | DESERT CREST | |
| 2019/20 | Avg. Daily Flow | Peak 24 hr. Flow | Avg. Daily Flow | Peak 24 hr. Flow |
| July | 1.893400 | 1.976753 | 0.035005 | 0.039760 |
| Aug. | 1.939618 | 2.075061 | 0.044118 | 0.054500 |
| Sep. | 1.938945 | 2.103750 | 0.047067 | 0.060890 |
| Oct. | 1.960259 | 2.128060 | 0.044138 | 0.051910 |
| Nov. | 1.974733 | 2.167597 | 0.048817 | 0.056680 |
| Dec. | 1.950048 | 2.087114 | 0.055636 | 0.062560 |
| Jan. | 1.942426 | 2.079006 | 0.054299 | 0.065950 |
| Feb. | 1.993778 | 2.141232 | 0.048580 | 0.054200 |
| Mar. | 2.007461 | 2.111940 | 0.046409 | 0.054187 |
| Apr. | 1.985816 | 2.079129 | 0.044385 | 0.052020 |
| May | 2.010753 | 2.090775 | 0.042464 | 0.049900 |
| June | 2.076213 | 2.147513 | 0.036850 | 0.043170 |

# WATER REPORT

## WATER CONNECTION SUMMARY

| | 2020/21 | 2019/20 | 2018/19 | 2017/18 | 2016/17 | 2015/16 | 2014/15 | 2013/14 | 2012/13 | 2011/12 | 2010/11 | 2009/10 | 2008/09 | 2007/08 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| July | 7 | 4 | 5 | 7 | 2 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 2 | 10 |
| August | 6 | 10 | 5 | 3 | 2 | 2 | 0 | 1 | 0 | 0 | 2 | 1 | 2 | 35 |
| September | 18 | 2 | 14 | 4 | 13 | 3 | 0 | 2 | 2 | 0 | 0 | 1 | 0 | 37 |
| October | 13 | 3 | 21 | 8 | 3 | 20 | 0 | 5 | 1 | 1 | 4 | 2 | 1 | 23 |
| November | 10 | 16 | 4 | 0 | 7 | 3 | 0 | 1 | 0 | 1 | 1 | 5 | 1 | 52 |
| December | 2 | 17 | 3 | 3 | 2 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 2 | 14 |
| January | | 6 | 3 | 20 | 1 | 1 | 2 | 2 | 0 | 0 | 1 | 1 | 9 | 5 |
| February | | 8 | 5 | 11 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 1 | 2 | 3 |
| March | | 2 | 3 | 6 | 5 | 0 | 12 | 0 | 0 | 4 | 5 | 0 | 4 | 6 |
| April | | 1 | 3 | 7 | 11 | 2 | 7 | 0 | 1 | 4 | 1 | 12 | 2 | 3 |
| May | | 12 | 5 | 11 | 9 | 8 | 2 | 0 | 1 | 2 | 0 | 0 | 0 | 9 |
| June | | 11 | 2 | 8 | 2 | 10 | 1 | 0 | 0 | 0 | 1 | 1 | 0 | 1 |
| **Annual Total** | **56** | **92** | **73** | **88** | **58** | **49** | **25** | **14** | **6** | **12** | **15** | **25** | **25** | **198** |
| **Avg./ Mo.** | **4.67** | **7.67** | **6.08** | **7.33** | **4.83** | **4.08** | **2.08** | **1.17** | **0.50** | **1.00** | **1.25** | **2.08** | **2.08** | **16.50** |

**Connections to Water System:**

| | |
|---|---|
| As of June 30, 2020 | 12,991 |
| Plus YTD | 56 |
| **Total Water Connections =** | **13,047** |

## WATER PRODUCTION

| | FY 2020/21 AF | Variance from prior year AF | % | FY 2019/20 AF | FY 2018/19 AF | FY 2017/18 AF | FY 2016/17 AF | FY 2015/16 AF | FY 2014/15 AF | FY 2013/14 AF | FY 2012/13 AF | FY 2011/12 AF | FY 2010/11 AF | FY 2009/10 AF |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| July | 857.77 | 4.54 | 0.5% | 853.23 | 857.20 | 835.87 | 714.50 | 659.11 | 859.00 | 942.82 | 911.87 | 838.49 | 902.71 | 993.6 |
| August | 885.31 | 90.13 | 11.3% | 795.18 | 806.47 | 829.93 | 808.54 | 706.62 | 730.71 | 828.60 | 853.85 | 959.02 | 964.34 | 985.57 |
| September | 784.80 | 27.72 | 3.7% | 757.08 | 689.47 | 712.40 | 679.54 | 657.37 | 800.67 | 813.20 | 723.92 | 826.46 | 896.27 | 887.41 |
| October | 755.84 | 46.45 | 6.5% | 709.39 | 709.81 | 733.86 | 678.33 | 575.86 | 716.30 | 716.09 | 788.55 | 789.71 | 701.93 | 777.33 |
| November | 690.13 | 70.26 | 11.3% | 619.87 | 631.75 | 642.41 | 601.89 | 582.22 | 533.69 | 557.05 | 672.3 | 654.77 | 709.98 | 706.01 |
| December | 588.32 | 51.09 | 9.5% | 537.23 | 502.16 | 584.24 | 520.63 | 503.10 | 590.83 | 633.09 | 520.3 | 575.27 | 548.09 | 596.82 |
| January | | 0.00 | 0.0% | 553.20 | 570.20 | 599.52 | 465.10 | 431.38 | 526.86 | 582.86 | 609.45 | 616.19 | 545.04 | 533.76 |
| February | | 0.00 | 0.0% | 520.85 | 415.49 | 512.79 | 453.39 | 483.92 | 506.49 | 522.87 | 507.31 | 561.24 | 486.57 | 487.33 |
| March | | 0.00 | 0.0% | 557.73 | 490.92 | 536.09 | 549.50 | 514.05 | 614.94 | 603.89 | 559.02 | 583.70 | 575.84 | 667.31 |
| April | | 0.00 | 0.0% | 573.02 | 635.08 | 644.06 | 540.56 | 502.36 | 622.58 | 664.05 | 744.77 | 645.93 | 626.37 | 668.15 |
| May | | 0.00 | 0.0% | 698.99 | 598.36 | 697.15 | 731.81 | 601.83 | 590.28 | 708.18 | 786.79 | 763.12 | 758.58 | 671.41 |
| June | | 0.00 | 0.0% | 806.02 | 710.39 | 688.74 | 732.68 | 685.93 | 706.34 | 812.96 | 780.86 | 794.00 | 839.98 | 902.79 |
| **TOTAL** | **4562.17** | **290.19** | **6.8%** | **7981.79** | **7617.30** | **8017.06** | **7476.47** | **6,903.75** | **7,798.69** | **8,385.66** | **8,458.99** | **8,607.90** | **8,555.70** | **8,877.49** |

# APPENDIX C – Public Affairs Information

JANUARY 202
ISSUE #4

# WaterMatters

MSWD Mission Springs Water District

## A Message from Arden



ARDEN WALLUM
GENERAL MANAGER,
MISSION SPRINGS
WATER DISTRICT

**Happy New Year from MSWD!** I think most everyone would agree that 2020 was a very challenging year and one we are happy is over. Yet, even with the hardships caused by the pandemic, we have seen an incredible resilience and goodwill that speaks highly of the great hard-working people we have in this community. We are starting this new year with hopes of a successful vaccine that should take us out of this pandemic. We promise that we will continue to provide you with a safe reliable water supply. We will all get through this together!

## Water Bill Assistance Program

**MSWD's customer assistance program** offers eligible residential customers a $100 credit on their water bill once in a 12-month period.

MSWD worked with **United Way of the Desert** to establish a fund specifically to help customers in need pay their water bills, funded in part by MSWD Employees and its vendors. You may also contribute to the fund and help someone who may be struggling to pay their water bill, especially during the COVID-19 crisis. Donations must be made directly to United Way of the Desert. All donations are tax-deductible.

Help2Others ASSISTANCE PROGRAM

Customers who need help paying their water bill can apply through United Way of the Desert by calling (760) 323-2731.

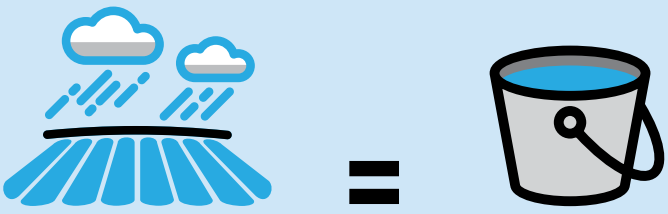



## Election Results

Congratulations to **Randy Duncan, Russ Martin** and **Ivan Sewell**, who have been re-elected to serve another 4-year term on the **MSWD Board of Directors**. The results of the 2020 General Election were certified December 3, 2020. The Board members were sworn-in in December.

## Did You Know?

**One inch of rain on one acre of ground adds up to 27,154 gallons, which weighs 113 tons! Remember to turn off your sprinklers when it rains and keep them off for at least 48 hours after measurable rain this winter season.**



**1" of rain on 1 acre** = **27,154 gallons**

# Toilet Rebates & Conservation Kits Available

**MSWD** was recently awarded Proposition 1 grant funds from the CA Department of Water Resources through the **Integrated Regional Water Management Program** for turf removal and toilet rebate programs.

If you feel that you may have a toilet leak or want a water wise friendly option, it may be time to consider a new toilet. **Toilet rebates are now available** and turf rebates are coming soon. Head over to www.mswd.org/rebates to download the application.

MSWD also has **indoor water conservation kits available** at no charge. Supplies are limited.

If you are interested in this free kit, please email: Conservation@mswd.org



## Water Counts Academy

Mission Springs Water District and its CV Water Counts partners will host the **5th Annual Water Counts Academy**. Anyone interested in learning about our local water supply, history, conservation, and infrastructure is welcome to apply! Due to the COVID-19 pandemic and to prioritize the health of our attendees and presenters, this year's academy will be held virtually starting February 4th.

There is no tuition or fee to participate. Participants are required to attend the four Thursday sessions and a virtual tour to receive their certificate. To apply, **visit cvwatercounts.com/academy**

## Free PPE/Flu Shot Clinic Highlights

Mission Springs Water District was proud to sponsor a **FREE PPE/FLU SHOT CLINIC EVENT** on November 18th at the Desert Hot Springs Elks Lodge. By collaborating with numerous local and state agencies like the State Council on Developmental Disabilities, County Supervisor V. Manuel Perez's office, Listos California, and United Way of the Desert, more than **200 BAGS OF PPE** were distributed and more than **75 FLU SHOTS ADMINISTERED**.

Another event will be held at the Walgreens on Palm Drive in January!





**MSWD IS HERE FOR YOU!**

Contact us if you have questions or concerns about your water bill. We are here to help answer questions and provide assistance. **Give us a call at 760.329.6448.**

**MSWD BOARD MEETINGS**

The Board of Directors meets on the third Monday of each month, and the Thursday prior to that Monday for study session. Meetings begin at 3 p.m. The public is encouraged to attend these meetings to learn more about the water district. Meeting agendas are posted online days prior to a meeting and include the time and location. **Meeting agendas will contain information about any adjustments to participation procedures due to COVID-19.**

**BOARD OF DIRECTORS** **Nancy Wright,** President | **Russ Martin,** Vice President | **Randy Duncan** | **Steve Grasha** | **Ivan Sewell**

MISSION SPRINGS WATER DISTRICT

# Value IS OUR MISSION

# Here for you.



## NEED HELP? PLEASE VISIT MSWD.ORG

Help2Others ASSISTANCE PROGRAM

MSWD Mission Springs Water District

# DIGITAL MARKETING CAMPAIGNS DECEMBER, 2020

CASEY DOLAN CONSULTING

## GOOGLE ADS




### Shop Local

**Impressions:** 64,111

**Clicks:** 564

Note: 300x250 sizes shown. Campaigns also ran 728x90, 320x50, 300x600 ad units




### Value is Our Mission

**Impressions:** 45,532

**Clicks:** 555

# DIGITAL MARKETING CAMPAIGNS DECEMBER, 2020

CASEY DOLAN CONSULTING

## GOOGLE ADS




### Conservation Tips

**Impressions:** 23,684

**Clicks:** 237

### Totals

**Impressions:** 133,327

**Clicks:** 1,356



Casey Dolan | info@caseydolan.com | (760) 267 - 0024

# DIGITAL MARKETING CAMPAIGNS

CASEY DOLAN CONSULTING

Mission Springs Water District

## FACEBOOK | INSTAGRAM ADS




### Shop Local

**Impressions:** 18,633

**Clicks:** 149

**Post Engagements:** 22




### Value is Our Mission

**Impressions:** 18,308

**Clicks:** 81

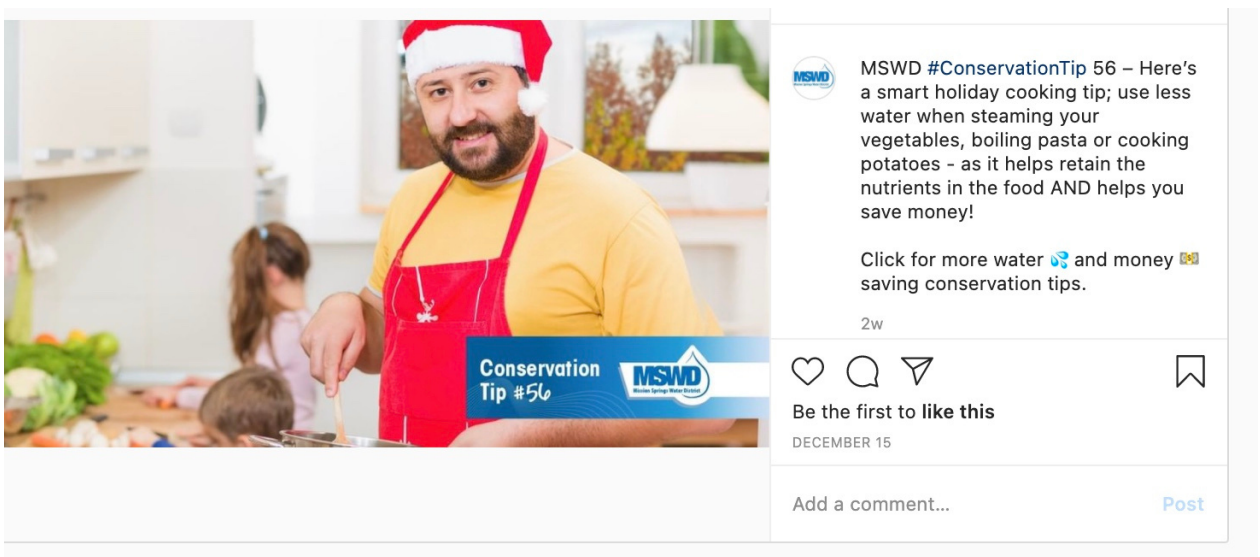
**Post Engagements:** 15

# DIGITAL MARKETING CAMPAIGNS

CASEY DOLAN CONSULTING

Mission Springs Water District

## FACEBOOK | INSTAGRAM ADS




## Value is Our Mission

**Impressions:** 26,443

**Clicks:** 150

**Post Engagements:** 28

## Totals

**Impressions:** 70,166

**Clicks:** 293

**Post Engagements:** 42

# DIGITAL MARKETING CAMPAIGNS

CASEY DOLAN CONSULTING

Mission Springs Water District

## MONTHLY WEBSITE ANALYTICS

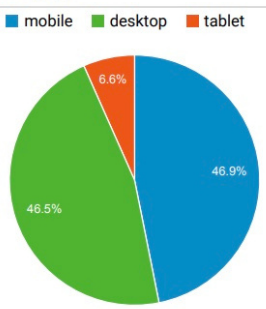
### Visitors

| User Type | Pageviews | Avg. Time on Page |
|---|---|---|
| Returning Visitor | 19,660 | 00:00:52 |
| New Visitor | 17,484 | 00:00:54 |

### Pageviews by City

| City | Pageviews |
|---|---|
| (not set) | 12,802 |
| Desert Hot Springs | 9,860 |
| Ontario | 1,964 |
| Los Angeles | 1,330 |
| Cathedral City | 900 |
| Palm Springs | 853 |
| Indio | 651 |
| San Diego | 649 |
| Palm Desert | 528 |
| Irvine | 404 |

### Users by Device Category




### Pageviews




### Pageviews by Page Title

| Page Title | Pageviews |
|---|---|
| Mission Springs Water District - Sign In | 6,964 |
| Mission Springs Water District - Home | 6,077 |
| Mission Springs Water District - My Account | 5,415 |
| Mission Springs Water District - Pay Bills | 3,146 |
| Mission Springs Water District - Payment Options | 2,679 |
| (not set) | 2,665 |
| Mission Springs Water District - Pay as a Guest | 1,714 |
| Mission Springs Water District - Account Detail | 1,648 |
| Mission Springs Water District - You Have Successfully Signed Off | 1,615 |
| Mission Springs Water District - Contact Us | 1,137 |

### Referrals

| Source / Medium | Users |
|---|---|
| (direct) / (none) | 3,259 |
| google / organic | 1,973 |
| google / cpc | 808 |
| bing / organic | 185 |
| m.facebook.com / referral | 162 |
| l.facebook.com / referral | 70 |
| cityofdhs.org / referral | 62 |
| yahoo / organic | 60 |
| facebook.com / referral | 26 |
| duckduckgo / organic | 20 |



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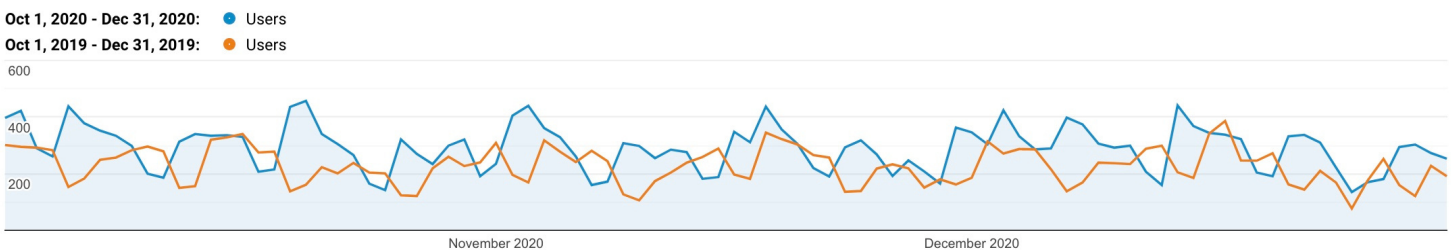
# DIGITAL MARKETING CAMPAIGNS

CASEY DOLAN CONSULTING

Mission Springs Water District

## 4th Q 2020 vs 4TH Q 2019

### Website Stats




| Users | New Users | Sessions | Number of Sessions per User |
|---|---|---|---|
| 31.45% | 34.45% | 28.83% | -2.00% |
| 16,767 vs 12,755 | 14,254 vs 10,602 | 30,569 vs 23,729 | 1.82 vs 1.86 |

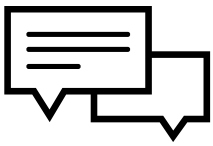
| Pageviews | Pages / Session | Avg. Session Duration | Bounce Rate |
|---|---|---|---|
| 21.85% | -5.41% | -4.96% | 9.43% |
| 112,549 vs 92,366 | 3.68 vs 3.89 | 00:02:23 vs 00:02:31 | 37.39% vs 34.16% |



Casey Dolan | info@caseydolan.com | (760) 267 - 0024

# DIGITAL MARKETING CAMPAIGNS

CASEY DOLAN CONSULTING



MSWD
Mission Springs Water District

## 4th Q 2020 vs 4TH Q 2019

### Facebook Advertising

| Reach (Oct 1, 2020 - Dec 31, 2020) | Reach (Oct 1, 2019 - Dec 31, 2019) | Reach Change | Reach Change(%) |
|---|---|---|---|
| 13204 | 9710 | 3494 | 36.0 |

| Impressions (Oct 1, 2020 - Dec 31, 2020) | Impressions (Oct 1, 2019 - Dec 31, 2019) | Impressions Change | Impressions Change(%) |
|---|---|---|---|
| 196143 | 108924 | 87219 | 80.1 |

| Clicks (All) (Oct 1, 2020 - Dec 31, 2020) | Clicks (All) (Oct 1, 2019 - Dec 31, 2019) | Clicks (All) Change | Clicks (All) Change(%) |
|---|---|---|---|
| 1712 | 1436 | 276 | 19.2 |

### Google Display Advertising

9/1/19 - 12/31/19

| Campaign type | ↓ Clicks | Impressions |
|---|---|---|
| Display | 2,774 | 2,199,410 |

9/1/20 - 12/31/20

| Campaign type | ↓ Clicks | Impressions |
|---|---|---|
| Display | 4,325 | 616,008 |

CV WATER COUNTS

# WEBSITE INFORMATION DECEMBER, 2020

HUNTER JOHNSEN

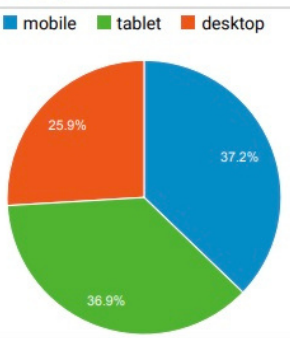
## Visitors

| User Type | Users |
|---|---|
| New Visitor | 1,232 |
| Returning Visitor | 284 |

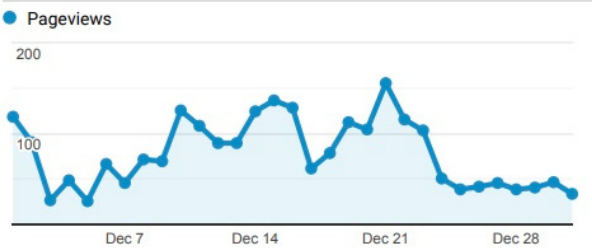
## Pageviews by Page Title

| Page Title | Pageviews |
|---|---|
| CV Water Counts \| Water Counts Academy - CV Water Counts | 1,088 |
| Fun & Games with Splash - CV Water Counts | 265 |
| Home - CV Water Counts | 197 |
| Coachella Valley Water Conservation Water Rebate Map - CV Water Counts | 174 |
| Reduce Watering Times as Temperatures Cool - CV Water Counts | 77 |
| Splash's CV Water Counts Poster Contest - CV Water Counts | 69 |
| Two Dozen Vegetables to Plant by mid-October in Palm Springs and the Coachella Valley - CV Water Counts | 43 |
| Agency Spotlight: Coachella Water Authority - CV Water Counts | 33 |
| Take the Pledge to Conserve Water for Your New Year's Resolution - CV Water Counts | 31 |
| Latest Coachella Valley Water Conservation News - CV Water Counts | 30 |

## Users by Device Category




## Pageviews




## Pageviews by City

| City | Pageviews |
|---|---|
| (not set) | 662 |
| Palm Desert | 218 |
| La Quinta | 203 |
| Indio | 174 |
| Palm Springs | 100 |
| Cathedral City | 76 |
| Desert Hot Springs | 63 |
| Ontario | 60 |
| Beaumont | 50 |
| Coachella | 50 |

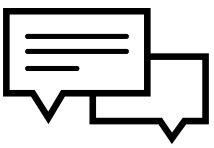
## Users by Source / Medium

| Source / Medium | Users |
|---|---|
| google / cpc | 625 |
| (direct) / (none) | 287 |
| google / organic | 180 |
| m.facebook.com / referral | 82 |
| l.facebook.com / referral | 56 |
| facebook.com / referral | 18 |
| classroom.google.com / referral | 8 |
| baidu / organic | 7 |
| t.co / referral | 5 |
| yahoo / organic | 5 |

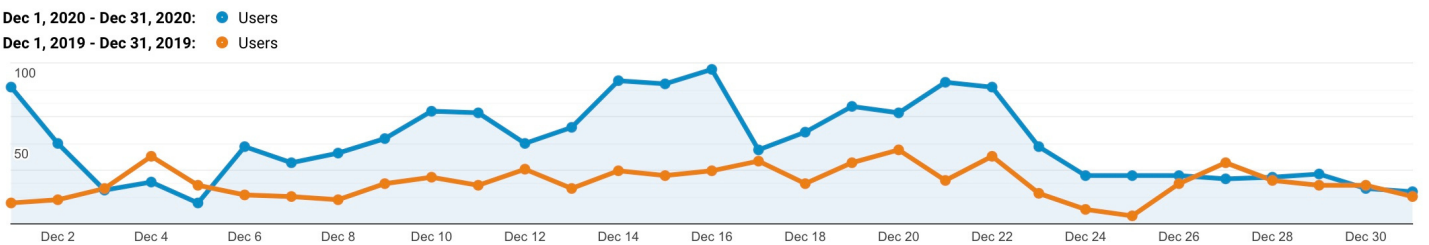
CV WATER COUNTS

# 2020 / 2019 INFORMATION

HUNTER JOHNSEN






| Users | New Users | Sessions | Number of Sessions per User |
|---|---|---|---|
| 88.32% | 97.44% | 111.79% | 12.46% |
| 1,290 vs 685 | 1,232 vs 624 | 1,815 vs 857 | 1.41 vs 1.25 |

| Pageviews | Pages / Session | Avg. Session Duration | Bounce Rate |
|---|---|---|---|
| 93.28% | -8.74% | -11.77% | -0.98% |
| 2,416 vs 1,250 | 1.33 vs 1.46 | 00:00:43 vs 00:00:49 | 83.31% vs 84.13% |

CV WATER COUNTS
# SOCIAL MEDIA

HUNTER JOHNSEN

## FACEBOOK

- Total Reach: 40,699
- Post Engagements (likes, comments, shares): 608
- Follower count: -3

## TWITTER

- Impressions: 2,626
- Profile Visits: 32
- Follower count: -1

## TOP POSTS

### FACEBOOK




- Reach: 146
- Engagements: 7
- Post clicks: 0
- Link Clicks: 0

### TWITTER




- Impressions: 283
- Retweets: 1
- Likes: 1

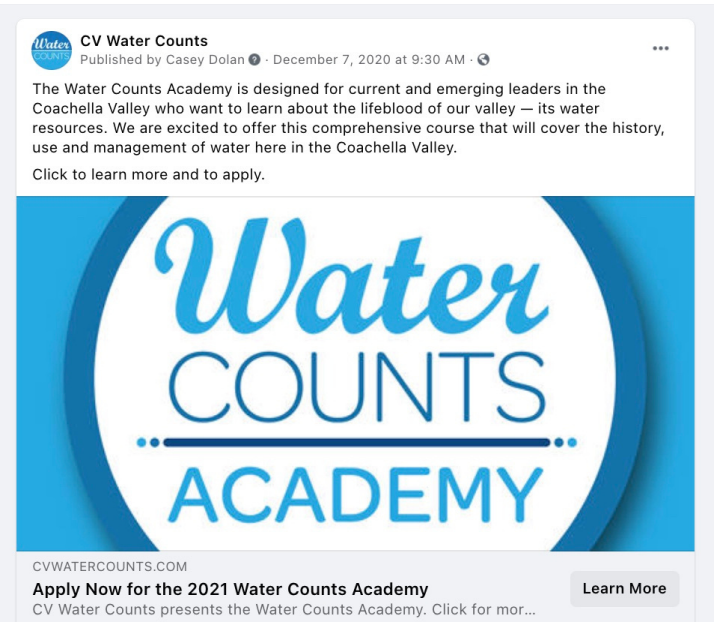
CV WATER COUNTS

# DIGITAL ADVERTISING

HUNTER JOHNSEN

## FACEBOOK POST

- Impressions: 44,933
- Reach: 25,932
- Link Clicks: 228







## DISPLAY ADS

- Impressions: 67,458
- Clicks: 782






CV WATER COUNTS

**EMAIL**

HUNTER JOHNSEN

# WATER WATCH SENT: DEC. 2

## AUDIENCE

- Open Rate: 38.9%
- Clicks: 32
- Recipients: 349
- Bounced: 3
- Unscubscribed: 1

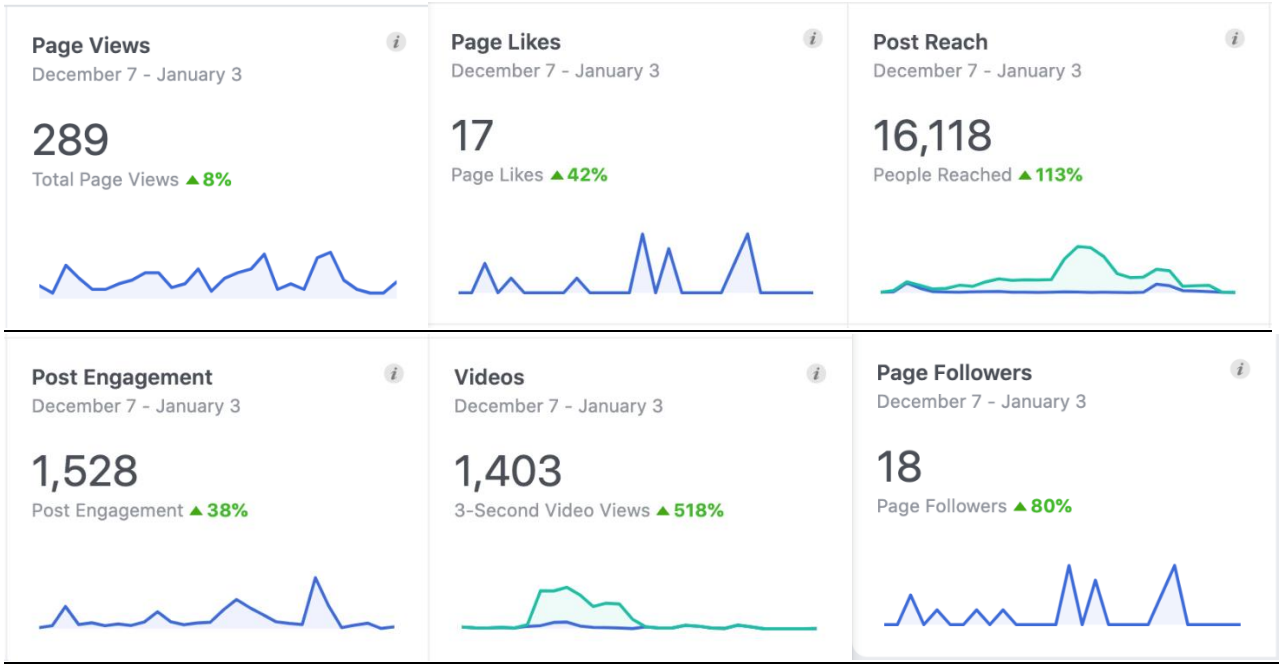
## TOP LINKS

1) Overseed Post
2) Let's Talk Water Post
3) Wildflower Video

Mission Springs Water District
**Social Media Report**
*December 2020*

**Last 28 days At A Glance**

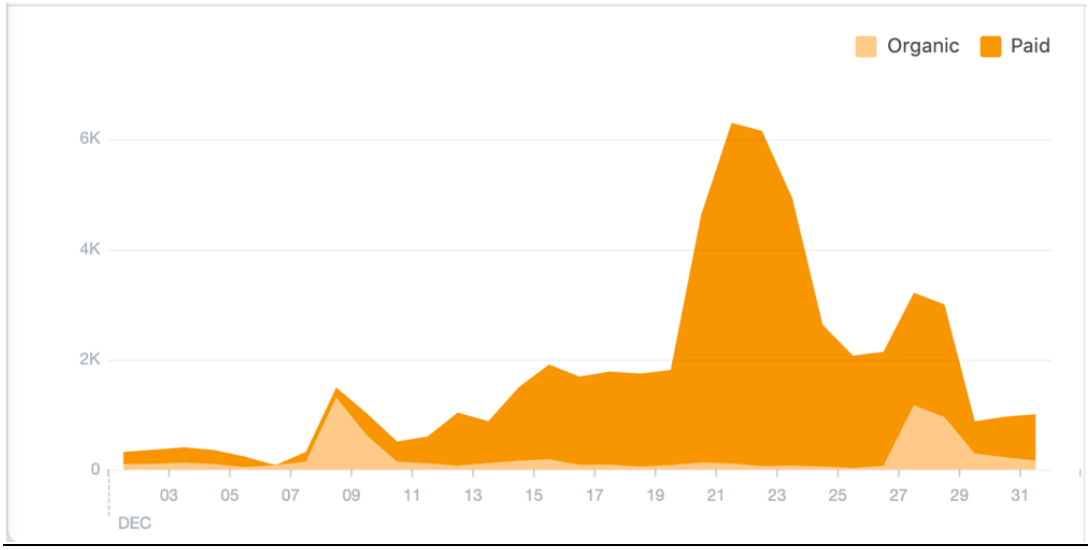


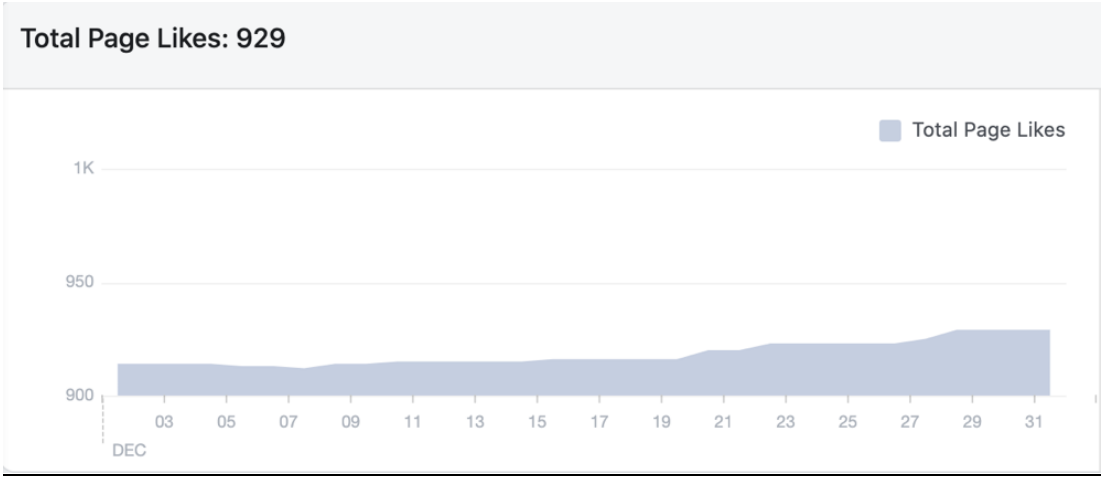


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**Overall Reach**




**Page Growth**

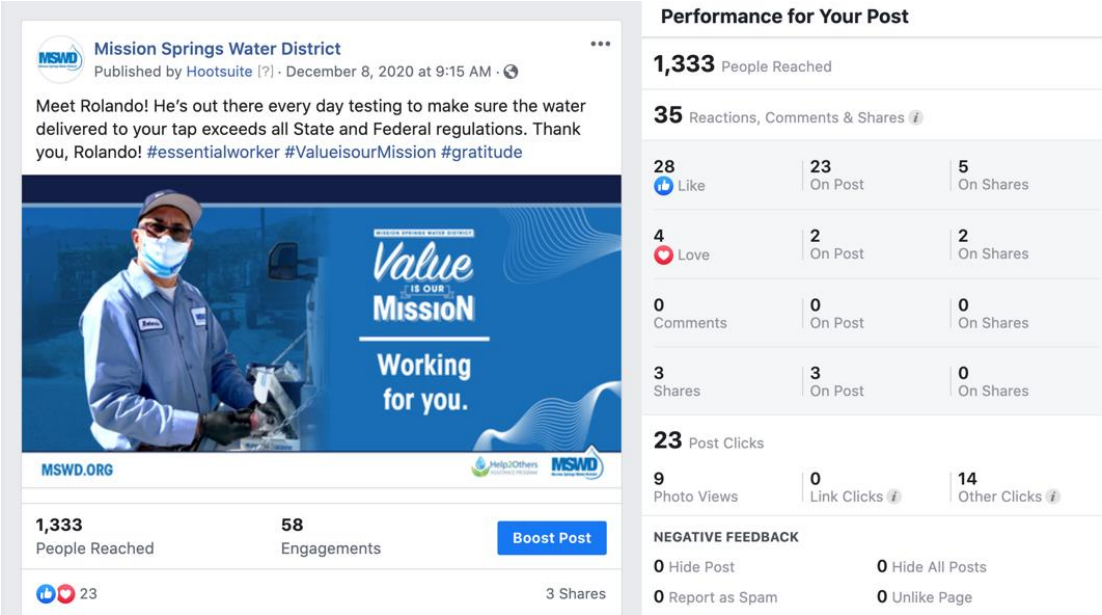


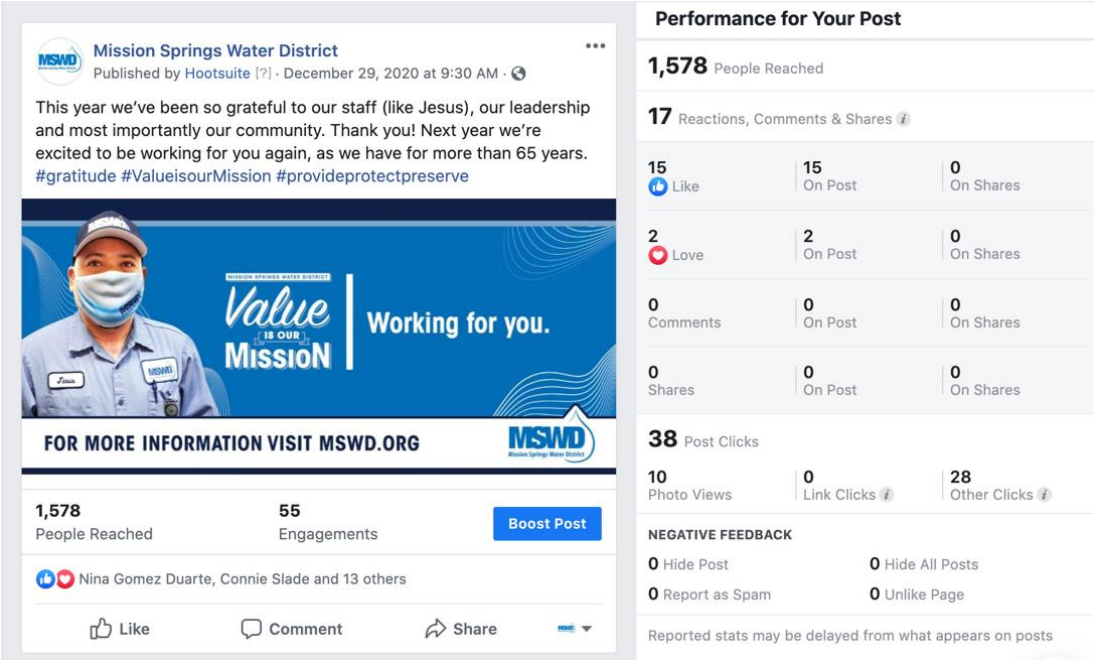



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**Highlighted Posts**

High engagement from the "Value is our Mission Working for you" MSWD Team posts.



## Overall Post Results

| | | | | | | |
|---|---|---|---|---|---|---|
| 01/01/2021 10:00 AM | #GoGreen in 2021! Start the year off with your own compost! It's | | | 133 | 0 8 | Boost Post |
| 12/31/2020 8:30 AM | MSWD will be closed today and tomorrow in observance of New | | | 73 | 3 6 | Boost Post |
| 12/29/2020 9:56 AM | Thank you to our customers who helped conserve water yesterday | | | 122 | 4 20 | Boost Post |
| 12/29/2020 9:30 AM | This year we've been so grateful to our staff (like Jesus), our leadership | | | 1.6K | 38 17 | Boost Post |
| 12/28/2020 5:23 PM | #ServiceAlert: MSWD is currently experiencing a power failure and | | | 525 | 128 45 | Boost Post |
| 12/27/2020 10:30 AM | Small repairs can lead to big savings! Issues like a clogged sink | | | 79 | 5 8 | Boost Post |
| 12/25/2020 10:56 AM | | | | 62 | 0 5 | Boost Post |
| 12/24/2020 8:58 AM | We wish you all a very merry day celebrating with close family and | | | 87 | 7 8 | Boost Post |
| 12/21/2020 8:45 AM | A fun way to welcome the first day of Winter, and to remind everyone | | | 157 | 2 7 | Boost Post |
| 12/20/2020 9:40 AM | MSWD #ConservationTip 56 – Here's a smart holiday cooking tip; | | | 1.5K | 37 21 | Boost Post |
| 12/18/2020 10:40 AM | As we prepare for holiday cooking, this may be the most important | | | 117 | 2 9 | Boost Post |
| 12/16/2020 1:37 PM | Thank you to the Desert Hot Springs Chamber of | | | 169 | 13 12 | Boost Post |
| 12/16/2020 7:15 AM | MSWD #ConservationTip #39 – You know that | | | 67 | 0 4 | Boost Post |
| 12/14/2020 4:43 PM | MSWD delivers staff donations of toys and | | | 222 | 8 14 | Boost Post |
| 12/14/2020 3:15 PM | MSWD #ConservationTip 31 – Use bath towels and | | | 60 | 0 3 | Boost Post |
| 12/12/2020 9:10 AM | After a year like this one, we hope you will join us | | | 1.8K | 67 40 | Boost Post |
| 12/10/2020 12:15 PM | MSWD #ConservationTip 102 – Multitask while | | | 112 | 0 6 | Boost Post |
| 12/09/2020 3:10 PM | #ServiceAlert MSWD Crews are onsite at the | | | 326 | 42 42 | Boost Post |
| 12/09/2020 11:09 AM | MSWD is proud to partner with Supervisor V. Manuel | | | 102 | 3 7 | Boost Post |
| 12/08/2020 9:15 AM | Meet Rolando! He's out there every day testing to | | | 1.3K | 23 35 | Boost Post |
| 12/05/2020 10:15 AM | MSWD #ConservationTip 9 – Make conserving | | | 178 | 4 9 | Boost Post |
| 12/03/2020 9:40 AM | #DYK: According to the National Christmas Tree | | | 226 | 4 12 | Boost Post |
| 12/01/2020 9:45 AM | Tip #12: Using a hose to wash your car in the | | | 959 | 41 25 | View Promotion |

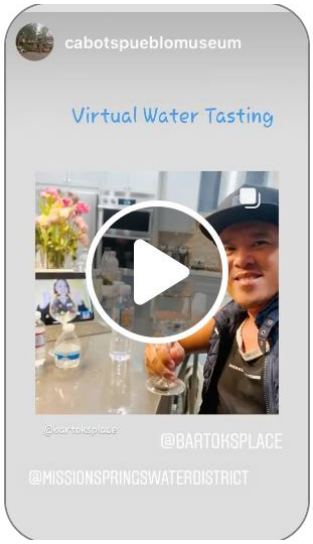


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**MSWD Mentions/Tags by other organizations:**

- 12/2 Cabots Pueblo Museum (Story – reshared by MSWD on story)




**Number of Direct Messages:**

**Number of Negative Comments posted this month to this month's posts: 0**
**Number of Positive Comments posted this month to this month's posts: 2**

**Number of Negative Comments posted this month to last month's posts: 1**
**Number of Positive Comments posted this month to last month's posts: 1**

**Considerations:**

- This month's posts have substantially fewer negative comments than last month's posts.
- Most engagement comes from event-style news rather than static information.

**Engagement Opportunities**

- Continue to include more time-sensitive posts to increase positive engagement.
- Ensure answers to questions are thorough and have been run through the Communications staff to ensure consistency.


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MSWD Hootsuite Analytics – December 2020

*Facebook*

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Mission Springs Water District Dec 31, 16:30 |  | MSWD will be closed today and tomorrow in observance of New Years. Happy New Years! | Beatrice Eslamboly | 0 | 7 | 10% | 70 | 6 | 0 | 0 |
| Mission Springs Water District Dec 29, 17:56 |  | Thank you to our customers who helped conserve water yesterday evening. MSWD operations are back to normal. Power and service has been restored to our affected areas. #ServiceAlert #ProvideProtectPreserve | | 0 | 16 | 13.11% | 122 | 7 | 5 | 0 |
| Mission Springs Water District Dec 29, 17:30 |  | This year we've been so grateful to our staff (like Jesus), our leadership and most importantly our community. Thank you! Next year we're excited to be working for you again, as we have for more than 65 years. #gratitude… | Beatrice Eslamboly | 0 | 45 | 2.85% | 1,578 | 15 | 0 | 0 |
| Mission Springs Water District Dec 29, 01:23 |  | #ServiceAlert: MSWD is currently experiencing a power failure and working with Southern California Edison to correct the issue. We ask that homes east of West Drive, west of Verbena Drive, north of Mission Lakes Boulevard conserve water… | | 3 | 73 | 13.93% | 524 | 3 | 12 | 0 |
| Mission Springs Water District Dec 27, 18:30 | | Small repairs can lead to big savings! Issues like a clogged sink can often be done without the need for a plumber. Not sure how to do it? Check out this video from….Dad, How do I? https://www.youtube.com/watch?v=V2s-RJdNkok | Beatrice Eslamboly | 0 | 8 | 10.13% | 79 | 4 | 1 | 0 |
| Mission Springs Water District Dec 25, 18:56 |  | (Post with no description) | Beatrice Eslamboly | 0 | 5 | 8.06% | 62 | 5 | 0 | 29 |
| Mission Springs Water District Dec 24, 16:58 |  | We wish you all a very merry day celebrating with close family and friends. Our offices are closed today and tomorrow while our staff is off making merry too! #HappyHolidays | Beatrice Eslamboly | 0 | 13 | 14.94% | 87 | 8 | 0 | 26 |
| Mission Springs Water District Dec 22, 23:50 |  | (Post with no description) | | 0 | 9 | 7.96% | 113 | 6 | 0 | 0 |
| Mission Springs Water District Dec 21, 16:45 |  | A fun way to welcome the first day of Winter, and to remind everyone to adjust outdoor irrigation times and cycles as plants need less water in cooler weather. And this guy should know…! For more water □ and money □ saving… | Beatrice Eslamboly | 0 | 9 | 5.73% | 157 | 4 | 1 | 0 |
| Mission Springs Water District Dec 20, 17:40 |  | MSWD #ConservationTip 56 – Here's a smart holiday cooking tip; use less water when steaming your vegetables, boiling pasta or cooking potatoes - as it helps retain the nutrients in the food AND helps you save money! For more water □…. | Beatrice Eslamboly | 2 | 42 | 2.71% | 1,547 | 16 | 2 | 0 |
| Mission Springs Water District Dec 18, 18:40 |  | As we prepare for holiday cooking, this may be the most important thing for you to know. NEVER pour Fats, Oils and Grease down the drain. Pour these items into an empty can for using again, and simply wipe down pots and pans with a… | Beatrice Eslamboly | 0 | 9 | 7.69% | 117 | 8 | 1 | 0 |
| Mission Springs Water District Dec 16, 21:37 |  | Thank you to the Desert Hot Springs Chamber of Commerce for recognizing Mission Springs Water District with the #ThisisDHS award. We are honored and humbled as we continue to provide safe, reliable drinking water and… | | 0 | 16 | 9.47% | 169 | 12 | 0 | 0 |
| Mission Springs Water District Dec 16, 15:15 |  | MSWD #ConservationTip #39 – You know that sound… you're in bed and hear a dripping faucet. While it's annoying, this tip says it's time to get up and do something about it! Little leaks can add up to big charges on your bill, so put… | Beatrice Eslamboly | 0 | 4 | 5.97% | 67 | 4 | 0 | 0 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Mission Springs Water District<br>Dec 15, 00:43 |  | MSWD delivers staff donations of toys and games to the district office of Supervisor V. Manuel Perez. The MSWD staff is proud to partner with Supervisor Perez to add to the Holiday Gift Wish List for the 19 foster children in #DHS an… | Beatrice Eslamboly | 0 | 19 | 8.56% | 222 | 9 | 2 | 87 |
| Mission Springs Water District<br>Dec 14, 23:15 |  | MSWD #ConservationTip 31 – Use bath towels and wear bathrobes and other clothing a few times before washing… less laundry = less water used! For more water □ and money □ saving conservation tips, visit https://mswd.org/conser… | Beatrice Eslamboly | 0 | 3 | 5% | 60 | 3 | 0 | 0 |
| Mission Springs Water District<br>Dec 12, 17:10 |  | After a year like this one, we hope you will join us and #ShopLocal this holiday season. Let's help out our local small businesses, who are our friends and neighbors, too. List your favorite local business below, and one lucky winner … | Beatrice Eslamboly | 18 | 75 | 4.09% | 1,833 | 18 | 1 | 1,214 |
| Mission Springs Water District<br>Dec 10, 20:15 |  | MSWD #ConservationTip 102 – Multitask while taking your pup on a walk! It's the perfect time to do a spot-check on your irrigation and make sure everything is working properly. For more water □ and money □ saving conservation tips,… | Beatrice Eslamboly | 0 | 6 | 5.36% | 112 | 5 | 1 | 0 |
| Mission Springs Water District<br>Dec 09, 23:10 | #ServiceAlert MSWD Crews are onsite at the Park West Mobile Home Park on Pierson Blvd (located in between Desert Terrace Way & Little Morongo Rd). The water has been turned off. Our crews hope to have service back on with in the hour. As a reminder, when water is restored, it is possible… | | 0 | 53 | 16.26% | 326 | 6 | 10 | 0 |
| Mission Springs Water District<br>Dec 09, 19:09 | MSWD is proud to partner with Supervisor V. Manuel Perez to add to the Holiday Gift Wish List for the 199 foster children in the 4th district. #mswdcares | | 0 | 8 | 7.84% | 102 | 6 | 1 | 0 |
| Mission Springs Water District<br>Dec 08, 17:15 |  | Meet Rolando! He's out there every day testing to make sure the water delivered to your tap exceeds all State and Federal regulations. Thank you, Rolando! #essentialworker #ValueisourMission #gratitude | Beatrice Eslamboly | 0 | 43 | 3.23% | 1,333 | 23 | 3 | 0 |
| Mission Springs Water District<br>Dec 05, 18:15 | MSWD #ConservationTip 9 – Make conserving water a family affair! Talk with your kids about water conservation and visit https://cvwatercounts.com and/or mswd.org/kids… for fun games, tips and more! For more water □ and money … | | Beatrice Eslamboly | 0 | 10 | 5.62% | 178 | 8 | 1 | 0 |
| Mission Springs Water District<br>Dec 03, 17:40 | #DYK: According to the National Christmas Tree Association, one quart of water (think 32oz Big Gulp) is required for EACH INCH of a Christmas tree's trunk diameter. Wow! We suggest getting your tree closer to the holidays, or… mayb… | | Beatrice Eslamboly | 0 | 13 | 5.75% | 226 | 5 | 4 | 89 |
| Mission Springs Water District<br>Dec 01, 17:45 | Tip #12: Using a hose to wash your car in the driveway may seem thrifty, but it's a terrible waste of water. The average household uses 80 to 140 gallons of water to wash their car at home, whereas commercial car wash only uses about 30 t… | | 2 | 51 | 5.32% | 958 | 15 | 3 | 0 |

## *Instagram*

| DATE | POST | COMMENTS | ENGAGEMENT | ENGAGEMENT RATE | LIKES | SAVES |
|---|---|---|---|---|---|---|
| missionspringswaterdistrict Dec 31, 16:30 |  MSWD will be closed today and tomorrow in observance of New Years. Happy New Years! | 0 | 6 | 40% | 6 | 0 |
| missionspringswaterdistrict Dec 25, 19:01 | (No description) | 0 | 4 | 22.22% | 4 | 0 |
| missionspringswaterdistrict Dec 24, 17:04 | We wish you all a very merry day celebrating with close family and friends. Our offices are closed today and tomorrow while our staff is off making merry too! #HappyHolidays | 0 | 6 | 40% | 6 | 0 |
| missionspringswaterdistrict Dec 21, 16:45 |  A fun way to welcome the first day of Winter, and to remind everyone to adjust outdoor irrigation times and cycles as plants need less water in cooler weather. And this guy should know…! For more water □ and money □ saving… | 0 | 3 | 13.64% | 3 | 0 |
| missionspringswaterdistrict Dec 20, 17:40 |  MSWD #ConservationTip 56 – Here's a smart holiday cooking tip; use less water when steaming your vegetables, boiling pasta or cooking potatoes - as it helps retain the nutrients in the food AND helps you save money! For more water □… | 0 | 5 | 26.32% | 5 | 0 |
| missionspringswaterdistrict Dec 18, 18:40 |  As we prepare for holiday cooking, this may be the most important thing for you to know. NEVER pour Fats, Oils and Grease down the drain. Pour these items into an empty can for using again, and simply wipe down pots and pans with a… | 0 | 4 | 21.05% | 4 | 0 |
| missionspringswaterdistrict Dec 16, 15:15 |  MSWD #ConservationTip #39 – You know that sound… you're in bed and hear a dripping faucet. While it's annoying, this tip says it's time to get up and do something about it! Little leaks can add up to big charges on your bill, so put… | 0 | 4 | 17.39% | 4 | 0 |
| missionspringswaterdistrict Dec 15, 00:43 | MSWD delivers staff donations of toys and games to the district office of Supervisor V. Manuel Perez. The MSWD staff is proud to partner with Supervisor Perez to add to the Holiday Gift Wish List for the 19 foster children in #DHS an… | 0 | 4 | 33.33% | 4 | 0 |
| missionspringswaterdistrict Dec 14, 23:15 |  MSWD #ConservationTip 31 – Use bath towels and wear bathrobes and other clothing a few times before washing… less laundry = less water used! For more water □ and money □ saving conservation tips, visit https://mswd.org/conser… | 0 | 2 | 14.29% | 2 | 0 |
| missionspringswaterdistrict Dec 12, 17:15 | After a year like this one, we hope you will join us and #ShopLocal this holiday season. Let's help out our local small businesses, who are our friends and neighbors, too. List your favorite local business below, and one lucky winner … | 1 | 2 | 18.18% | 1 | 0 |
| missionspringswaterdistrict Dec 10, 20:15 |  MSWD #ConservationTip 102 – Multitask while taking your pup on a walk! It's the perfect time to do a spot-check on your irrigation and make sure everything is working properly. For more water □ and money □ saving conservation tips,… | 0 | 4 | 23.53% | 4 | 0 |
| missionspringswaterdistrict Dec 08, 17:15 |  Meet Rolando! He's out there every day testing to make sure the water delivered to your tap exceeds all State and Federal regulations. Thank you, Rolando! #essentialworker #ValueisourMission #gratitude | 0 | 7 | 25.93% | 7 | 0 |
| missionspringswaterdistrict Dec 05, 18:15 | MSWD #ConservationTip 9 – Make conserving water a family affair! Talk with your kids about water conservation and visit https://cvwatercounts.com and/or mswd.org/kids… for fun games, tips and more! For more water □ and money … | 0 | 2 | 10% | 2 | 0 |
| missionspringswaterdistrict Dec 03, 17:45 | #DYK: According to the National Christmas Tree Association, one quart of water (think 32oz Big Gulp) is required for EACH INCH of a Christmas tree's trunk diameter. Wow! We suggest getting your tree closer to the holidays, or… mayb… | 0 | 4 | 20% | 4 | 0 |

## *Twitter*

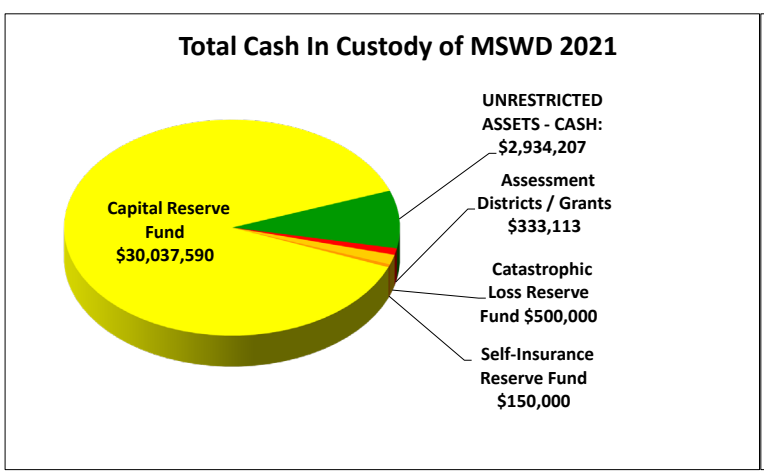
| | | | | | |
|---|---|---|---|---|---|
| @MSWaterDistrict Dec 31, 16:30 |  | MSWD will be closed today and tomorrow in observance of New Years. Happy New Years! https://twitter.com/MSWaterDistrict/status/1344682356410560512/photo/1 | Beatrice Eslamboly | 0 | 0 | 0 |
| @MSWaterDistrict Dec 29, 17:57 | | MSWD operations back to normal - Thank you for conserving! https://nextdoor.com/city/post/172128566 via @Nextdoor | | 0 | 0 | 0 |
| @MSWaterDistrict Dec 29, 17:30 |  | This year we've been so grateful to our staff (like Jesus), our leadership and most importantly our community. Thank you! Next year we're excited to be working for you again, as we have for more than 65 years. #gratitude… | Beatrice Eslamboly | 0 | 0 | 0 |
| @MSWaterDistrict Dec 29, 01:28 | | #ServiceAlert: Homes East of West Drive, West of Verbena & North of Mission Lakes Boulevard are asked to conserve water! https://nextdoor.com/city/post/172081214 via @Nextdoor | | 0 | 0 | 0 |
| @MSWaterDistrict Dec 27, 18:30 | | Small repairs can lead to big savings! Issues like a clogged sink can often be done without the need for a plumber. Not sure how to do it? Check out this video from….Dad, How do I? https://www.youtube.com/watch?v=V2s-RJdNkok | Beatrice Eslamboly | 0 | 0 | 0 |
| @MSWaterDistrict Dec 25, 19:00 |  | https://twitter.com/MSWaterDistrict/status/1342545711880167425/video/1 | Beatrice Eslamboly | 0 | 0 | 0 |
| @MSWaterDistrict Dec 24, 17:02 |  | We wish you all a very merry day celebrating with close family and friends. Our offices are closed today and tomorrow while our staff is off making merry too! #HappyHolidays https://twitter.com/MSWaterDistrict/status/1342153621622… | Beatrice Eslamboly | 0 | 0 | 0 |
| @MSWaterDistrict Dec 21, 16:45 |  | A fun way to welcome the first day of Winter, and to remind everyone to adjust outdoor irrigation times and cycles as plants need less water in cooler weather. For more water □ and money □ saving conservation tips, visit https://mswd.o… | Beatrice Eslamboly | 0 | 0 | 1 |
| @MSWaterDistrict Dec 20, 17:40 |  | MSWD #ConservationTip 56 – Holiday cooking tip; use less water when steaming vegetables, boiling pasta or cooking potatoes - it retains the nutrients in the food AND helps you save money! For more water □ and money □ saving… | Beatrice Eslamboly | 0 | 0 | 0 |
| @MSWaterDistrict Dec 18, 18:40 |  | As we prepare for holiday cooking, NEVER pour Fats, Oils and Grease down the drain. Pour these items into an empty can for using again, and simply wipe down pots and pans with a paper towel. Help keep your sewer systems in perfect… | Beatrice Eslamboly | 0 | 0 | 0 |
| @MSWaterDistrict Dec 16, 15:15 |  | MSWD #ConservationTip #39 – You know that sound…. you're in bed and hear a dripping faucet. Little leaks can add up to big charges on your bill, so put this at the top of the honey-do list! For more water □ and money □ saving… | Beatrice Eslamboly | 0 | 0 | 0 |
| @MSWaterDistrict Dec 15, 00:44 |  | MSWD delivers staff donations of toys and games to the district office of Supervisor V. Manuel Perez. The MSWD staff is proud to partner with Supervisor Perez to add to the Holiday Gift Wish List for the 19 foster children in #DHS an… | Beatrice Eslamboly | 0 | 0 | 0 |
| @MSWaterDistrict Dec 14, 23:15 |  | MSWD #ConservationTip 31 – Use bath towels and wear bathrobes and other clothing a few times before washing…. less laundry = less water used! For more water □ and money □ saving conservation tips, visit https://mswd.org/conser… | Beatrice Eslamboly | 0 | 0 | 0 |
| @MSWaterDistrict Dec 12, 17:15 |  | Join us and #ShopLocal this holiday season. Let's help out our local small businesses, who are our friends and neighbors, too. List your favorite local business below, and one lucky winner will be chosen randomly for some snaz… | Beatrice Eslamboly | 0 | 0 | 0 |
| @MSWaterDistrict Dec 10, 20:15 |  | MSWD #ConservationTip 102 – Multitask while taking your pup on a walk! It's the perfect time to do a spot-check on your irrigation and make sure everything is working properly. For more water □ and money □ saving conservation tips,… | Beatrice Eslamboly | 0 | 0 | 0 |
| @MSWaterDistrict Dec 08, 17:15 |  | Meet Rolando! He's out there every day testing to make sure the water delivered to your tap exceeds all State and Federal regulations. Thank you, Rolando! #essentialworker #ValueisourMission #gratitude https://twitter.com/… | Beatrice Eslamboly | 1 | 0 | 0 |
| @MSWaterDistrict Dec 05, 18:15 |  | MSWD #ConservationTip 9 – Talk with your kids about water conservation and visit https://cvwatercounts.com and/or http://mswd.org/kids… for fun games, tips and more! For more water □ and money □ saving conservation tips, visit … | Beatrice Eslamboly | 1 | 0 | 0 |
| @MSWaterDistrict Dec 03, 17:45 |  | #DYK: According to the National Christmas Tree Association, one quart of water is required for EACH INCH of a Christmas tree's trunk diameter. Wow! We suggest getting your tree closer to the holidays, or… maybe it's time to get an artificial… | Beatrice Eslamboly | 1 | 0 | 0 |

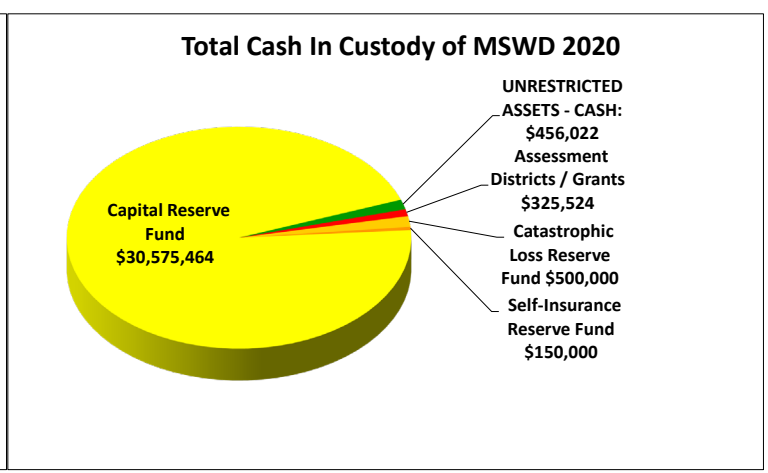
MISSION SPRINGS WATER DISTRICT
COMBINED FUNDS
DISTRICT SUMMARY
JULY 1, 2020 TO OCTOBER 31, 2020

| YEAR TO DATE | | | | | JULY 1, 2019 TO OCTOBER 31, 2019 | | | |
|---|---|---|---|---|---|---|---|---|
| ACTUAL | BUDGET | FAVORABLE (UNFAVORABLE) VARIANCE AMOUNT | FAVORABLE (UNFAVORABLE) VARIANCE PERCENT | | ACTUAL | BUDGET | FAVORABLE (UNFAVORABLE) VARIANCE AMOUNT | FAVORABLE (UNFAVORABLE) VARIANCE PERCENT |
| 8,550,234 | 5,720,418 | 2,829,816 | 49% | **OPERATING REVENUE:** | 6,927,810 | 5,718,782 | 1,209,028 | 21% |
| 5,324,874 | 5,609,662 | 284,787 | 5% | **OPERATING EXPENSE:** | 5,202,259 | 5,762,976 | 560,717 | 10% |
| 3,225,360 | 110,756 | 3,114,603 | 2812% | **NET OPERATING INCOME** | 1,725,551 | (44,194) | 1,769,745 | -4004% |
| 999,244 | 4,339,625 | (3,340,381) | -77% | **ADD NON-OPERATING REVENUE** | 1,152,693 | 1,084,564 | 68,129 | 6% |
| 409,758 | 350,205 | (59,553) | -17% | **LESS NON-OPERATING EXPENSE** | 448,742 | 458,896 | 10,154 | 2% |
| 589,486 | 3,989,420 | (3,399,934) | -85% | **NET NON-OPERATING INCOME** | 703,952 | 625,668 | 78,284 | 13% |
| 3,814,845 | 4,100,176 | (285,331) | -7% | **NET INCOME** | 2,429,503 | 581,474 | 1,848,029 | 318% |

**OTHER INFORMATION**

| | | | | |
|---|---|---|---|---|
| | 9.73 | **DEBT SERVICE RATIO** | 4.78 | |
| | 0.07% | **INVESTMENT RETURN** | 0.18% | |
| | $ 34,708,247 | **CASH - JULY 1** | $ 34,961,554 | |
| | $ (753,336) | **INCREASE/(DECREASE) IN CASH** | $ (2,954,544) | |
| | $ 33,954,911 | **CASH - END OF PERIOD** | $ 32,007,010 | |
| | $ 2,934,207 | **UNRESTRICTED CASH** | $ 456,022 | |
| | $ 31,020,703 | **RESTRICTED CASH** | $ 31,550,988 | |
| | $ 33,954,911 | **CASH IN CUSTODY OF MSWD** | $ 32,007,010 | |
| **WELLS FARGO** | $ 21,252 | **RESTRICTED - ASSESSMENT DISTRICTS** | $ 13,663 | **WELLS FARGO** |
| **CALTRUST** | $ 6,429,918 | **RESTRICTED - SHORT TERM FUND** | $ 5,019,275 | **CALTRUST** |
| **CALTRUST** | $ 22,021,921 | **RESTRICTED - MEDIUM TERM FUND** | $ 21,300,941 | **CALTRUST** |
| **CALTRUST** | $ 2,547,612 | **RESTRICTED - LIQUIDITY FUND** | $ 5,217,109 | **CALTRUST** |
| | $ 31,020,703 | **RESTRICTED TOTAL CASH** | $ 31,550,988 | |



# MISSION SPRINGS WATER DISTRICT

## FINANCIAL REPORT

## OCTOBER 31, 2020

MISSION SPRINGS WATER DISTRICT
COMBINED FUNDS
CONSOLIDATING BALANCE SHEET
OCTOBER 31, 2020

| | | OCTOBER 31, 2020 - EXCLUDING AD# 13 | | | | | SCHEDULE A June 30, 2020 | | |
|---|---|---|---|---|---|---|---|---|---|
| | SEE | WATER FUND | | SEWER | GENERAL | | FINANCIAL | ELIMINATE | BOOK |
| | SCH | "DHS" | "IDE" | FUND | FUND | TOTAL | STATEMENTS | AD#13 | TOTAL |
| **CURRENT ASSETS:** | | | | | | | | | |
| Cash | F | 978,615 | 6,327 | 963,612 | 985,654 | 2,934,207 | 3,758,832 | | 3,758,832 |
| Accounts receivable- | | | | | | | | | |
| Water and sewer | | 3,408,891 | 28,789 | 2,015,826 | | 5,453,506 | 2,724,581 | | 2,724,581 |
| Other | | 809,119 | 10,264 | 569,033 | 0 | 1,388,415 | 1,409,712 | | 1,409,712 |
| Reimbursable jobs | | 35,259 | 0 | (5,480) | 50,072 | 79,851 | 79,787 | | 79,787 |
| Prepaid expenses | | | | | 81,539 | 81,539 | 270,145 | | 270,145 |
| Inventory | | | | | 460,814 | 460,814 | 420,183 | | 420,183 |
| Total current assets | | 5,231,883 | 45,380 | 3,542,991 | 1,578,078 | 10,398,333 | 8,663,240 | | 8,663,240 |
| **RESTRICTED ASSETS:** | | | | | | | | | |
| Cash | F | 14,683,032 | (3,631,640) | 11,821,467 | 8,147,844 | 31,020,703 | 30,949,414 | | 30,949,414 |
| Assessments receivable | | | | 8,701,074 | | 8,701,074 | 8,667,083 | 4,136,790 | 12,803,872 |
| Taxes receivable | | 167,013 | 16,125 | 107,579 | 158,369 | 449,087 | 65,454 | | 65,454 |
| Restricted cash with trustees | F | | | | | 0 | 0 | 1,088,039 | 1,088,039 |
| Issuance costs for long-term debt | | 2,401 | 2,702 | 0 | | 5,103 | 5,583 | | 5,583 |
| Total restricted assets | | 14,852,446 | (3,612,812) | 20,630,120 | 8,306,214 | 40,175,967 | 39,687,534 | | 44,912,362 |
| **UTILITY PLANT:** | | | | | | | | | |
| Utility plant in service | | 89,615,538 | 2,620,014 | 81,512,731 | 8,371,502 | 182,119,785 | 182,119,785 | | 182,119,785 |
| Less accumulated depreciation | | (42,188,548) | (1,144,583) | (25,369,320) | (3,406,984) | (72,109,434) | (70,761,037) | | (70,761,037) |
| Total | | 47,426,990 | 1,475,431 | 56,143,411 | 4,964,518 | 110,010,350 | 111,358,748 | | 111,358,748 |
| Construction in progress | | 9,880,995 | 0 | 7,150,270 | 712,235 | 17,743,499 | 16,281,016 | 281,976 | 16,562,993 |
| Total utility plant | | 57,307,985 | 1,475,431 | 63,293,681 | 5,676,753 | 127,753,850 | 127,639,764 | | 127,921,740 |
| **TOTAL ASSETS** | | 77,392,314 | (2,092,002) | 87,466,792 | 15,561,045 | 178,328,150 | 175,990,537 | 5,506,805 | 181,497,342 |
| **CURRENT LIABILITIES:** | | | | | | | | | |
| Accounts payable | | 135,417 | 2,363 | 2,927 | 1,392,592 | 1,533,300 | 2,488,628 | | 2,488,628 |
| Accrued expenses | | 4,022 | 0 | 81,190 | 826,086 | 911,298 | 1,194,589 | | 1,194,589 |
| Customer deposits | | 345,090 | 9,920 | | | 355,010 | 372,592 | | 372,592 |
| Current portion of long-term debt | | 14,371 | 7,500 | 428,462 | | 450,333 | 668,353 | 240,000 | 908,353 |
| Total current liabilities | | 498,899 | 19,783 | 512,580 | 2,218,678 | 3,249,941 | 4,724,162 | | 4,964,162 |
| **LONG-TERM DEBT:** | | | | | | | | | |
| Notes payable | | 242,092 | | 8,210,128 | | 8,452,219 | 8,654,239 | | 8,654,239 |
| Special assessment bonds | | | | 66,000 | | 66,000 | 82,000 | 4,740,000 | 4,822,000 |
| Certificates of participation- | | | | | | | | | |
| 1994 refunding/USDA-certificates | | | 253,401 | | | 253,401 | 253,401 | | 253,401 |
| Total | | 242,092 | 253,401 | 8,276,128 | 0 | 8,771,620 | 8,989,640 | | 13,729,640 |
| Less current portion | | (14,371) | (7,500) | (428,462) | | (450,333) | (668,353) | (240,000) | (908,353) |
| Total long-term debt | | 227,721 | 245,901 | 7,847,666 | 0 | 8,321,287 | 8,321,287 | | 12,821,287 |
| **OTHER LIABILITIES:** | | | | | | | | | |
| Net Pension Liability | | | | | 6,994,867 | 6,994,867 | 6,994,867 | | 6,994,867 |
| Deferred inflows/outflows GASB 68 | | | | | (1,685,622) | (1,685,622) | (1,685,622) | | (1,685,622) |
| Interest payable from restricted assets | | | 2,810 | 2,148 | | 4,958 | 7,971 | 81,397 | 89,368 |
| Funds held in trust | | 35,359 | | 2,780 | | 38,139 | 38,139 | | 38,139 |
| Advance construction deposits | | 66,001 | | 3,062,862 | 198,000 | 3,326,863 | 3,326,863 | | 3,326,863 |
| Total other liabilities | | 101,360 | 2,810 | 3,067,790 | 5,507,245 | 8,679,204 | 8,682,218 | | 8,763,614 |
| **TOTAL LIABILITIES** | | 827,980 | 268,494 | 11,428,035 | 7,725,923 | 20,250,432 | 21,727,666 | | 26,549,063 |
| **NET ASSETS:** | | | | | | | | | |
| Retained earnings- | | | | | | | | | |
| Invested in capital assets, net of debt | | 48,108,423 | 1,494,884 | 56,704,265 | 5,051,175 | 111,358,748 | 111,358,748 | | 111,358,748 |
| Reserved, debt service and other | | 18,635,576 | 253,401 | 15,421,991 | 5,904,095 | 40,215,063 | 40,215,063 | 685,408 | 40,900,471 |
| Unrestricted | | 7,186,270 | (4,036,232) | 2,706,888 | (3,167,866) | 2,689,060 | 2,689,060 | | 2,689,060 |
| Total retained earnings | | 73,930,270 | (2,287,947) | 74,833,145 | 7,787,404 | 154,262,871 | 154,262,871 | | 154,948,279 |
| Increases(decreases) 2016-2017: | | | | | | | | | |
| Water fund "DHS"-see SCHEDULE B | | 2,634,065 | | | | 2,634,065 | | | 0 |
| Water fund "IDE"-see SCHEDULE C | | | (72,549) | | | (72,549) | | | 0 |
| Sewer fund-see SCHEDULE D | | | | 1,205,612 | | 1,205,612 | | | 0 |
| General fund-see SCHEDULE E | | | | | 47,717 | 47,717 | | | 0 |
| Total net assets | | 76,564,334 | (2,360,496) | 76,038,757 | 7,835,121 | 158,077,716 | 154,262,871 | | 154,948,279 |
| **TOTAL LIABILITIES AND NET ASSETS** | | 77,392,314 | (2,092,002) | 87,466,792 | 15,561,045 | 178,328,149 | 175,990,537 | 5,506,805 | 181,497,342 |

MISSION SPRINGS WATER DISTRICT
COMBINED FUNDS
INCOME STATEMENT
JULY 1, 2020 TO OCTOBER 31, 2020

| | CURRENT MONTH ACTUAL | YEAR TO DATE ACTUAL | BUDGET | FAVORABLE (UNFAVORABLE) VARIANCE AMOUNT | FAVORABLE (UNFAVORABLE) VARIANCE PERCENT | 2020-2021 ADOPTED BUDGET TOTAL | REMAINING BUDGET AMOUNT | REMAINING BUDGET PERCENT |
|---|---|---|---|---|---|---|---|---|
| **OPERATING REVENUE:** | | | | | | | | |
| Water fund | 1,714,517 | 5,714,431 | 3,572,186 | 2,142,245 | 60% | 10,716,560 | 5,002,129 | 47% |
| Sewer fund | 631,666 | 2,835,803 | 2,148,232 | 687,571 | 32% | 6,444,700 | 3,608,897 | 56% |
| General fund | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| **TOTAL OPERATING REVENUE** | 2,346,183 | 8,550,234 | 5,720,418 | 2,829,816 | 49% | 17,161,260 | 8,611,026 | |
| **OPERATING EXPENSE:** | | | | | | | | |
| Water fund | 783,939 | 3,485,840 | 3,855,791 | 369,951 | 10% | 11,458,872 | 7,973,032 | 70% |
| Sewer fund | 447,312 | 1,839,035 | 1,753,871 | (85,164) | -5% | 5,352,715 | 3,513,681 | 66% |
| General fund-Net Operating Expense | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| **TOTAL OPERATING EXPENSE** | 1,231,251 | 5,324,874 | 5,609,662 | 284,787 | 5% | 16,811,587 | 11,486,713 | 68% |
| **NET OPERATING INCOME(LOSS)** | 1,114,932 | 3,225,360 | 110,756 | 3,114,603 | | 349,673 | (2,875,686) | |
| **ADD NON-OPERATING REVENUE** | | | | | | | | |
| Water fund | 122,468 | 399,289 | 874,257 | (474,968) | -54% | 2,594,482 | 2,195,193 | 85% |
| Sewer fund | 90,528 | 401,193 | 3,219,096 | (2,817,903) | -88% | 9,655,267 | 9,254,074 | 96% |
| General fund | 44,096 | 198,762 | 246,272 | (47,510) | -19% | 738,810 | 540,048 | 73% |
| **TOTAL NON-OPERATING REVENUE** | 257,092 | 999,244 | 4,339,625 | (3,340,381) | -77% | 12,988,559 | 11,989,315 | |
| **LESS NON-OPERATING EXPENSE** | | | | | | | | |
| Water fund | 1,961 | 66,365 | 6,933 | (59,432) | -857% | 32,905 | (33,460) | -102% |
| Sewer fund | 48,107 | 192,349 | 192,228 | (121) | 0% | 576,684 | 384,335 | 67% |
| General fund - P.E.R.S. Prior Year Costs | 37,761 | 151,045 | 151,044 | (1) | 0% | 453,134 | 302,089 | 67% |
| **TOTAL NON-OPERATING EXPENSE** | 87,829 | 409,758 | 350,205 | (59,553) | -17% | 1,062,723 | 652,965 | |
| **NET NON-OPERATING INCOME(LOSS)** | 169,263 | 589,486 | 3,989,420 | (3,399,934) | | 11,925,836 | 11,336,350 | |
| **NET INCOME(LOSS)** | 1,284,195 | 3,814,845 | 4,100,176 | (285,331) | -7% | 12,275,509 | 8,460,664 | 69% |

MISSION SPRINGS WATER DISTRICT
COMBINED STATEMENT OF CASH FLOWS
EXCLUDING ASSESSMENT DISTRICT #13
FOR THE PERIOD
JULY 1, 2020 TO OCTOBER 31, 2020

| | 2021 | | | | YEAR ENDING JUNE 30, 2020 |
|---|---|---|---|---|---|
| | WATER | SEWER | GENERAL | COMBINED | COMBINED |
| **CASH FLOWS FROM OPERATING ACTIVITIES:** | | | | | |
| Net operating income (loss) | 2,228,592 | 996,768 | 0 | 3,225,360 | 814,474 |
| Add (deduct) items not affecting cash in the year: | | | | | |
| Depreciation | 700,887 | 560,854 | 86,657 | 1,348,397 | 4,002,490 |
| Amortization | 480 | 0 | | 480 | 1,440 |
| (Increase) Decrease in accounts receivable | (1,175,999) | (1,531,629) | 0 | (2,707,628) | (128,097) |
| (Increase) Decrease in assessments receivable | 0 | (33,992) | 0 | (33,992) | 743,471 |
| (Increase) Decrease in taxes receivable | (155,969) | (91,369) | (136,295) | (383,632) | (9,168) |
| (Increase) Decrease in reimbursable job deposits | 8,695 | (7,939) | (820) | (64) | 78,090 |
| (Increase) Decrease in inventory | | | (40,631) | (40,631) | 45,535 |
| (Increase) Decrease in prepaid expenses | | | 188,606 | 188,606 | 17,379 |
| Increase (Decrease) in construction deposits | 0 | 0 | 0 | 0 | (152,000) |
| Increase (Decrease) in customer deposits | (17,582) | 0 | 0 | (17,582) | 19,460 |
| Increase (Decrease) in accounts payable | 128,771 | (1) | (1,084,098) | (955,328) | 1,483,284 |
| Increase (Decrease) in accrued liabilities | 1,237 | (6,513) | (281,028) | (286,304) | (170,207) |
| Increase (Decrease) in P.E.R.S. Prior Year Expenses | 0 | 0 | (151,045) | (151,045) | (375,341) |
| Increase (Decrease) in Pension Expense GASB 68 | 0 | 0 | 0 | 0 | - |
| Increase (Decrease) in Net Pension Liability | 0 | 0 | 0 | 0 | (416,287) |
| Increase (Decrease) in deferred inflows/outflows | 0 | 0 | 0 | 0 | (70,943) |
| Net cash provided by (used by) operating activities | 1,719,111 | (113,821) | (1,418,652) | 186,638 | 5,883,582 |
| **CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:** | | | | | |
| Backup and front footage fees | 171,248 | 31,100 | 0 | 202,348 | 603,235 |
| Property taxes | 204,402 | 120,241 | 175,590 | 500,233 | 2,125,684 |
| Other | (58,304) | (121) | 0 | (58,425) | (15,097) |
| Grants | 0 | 0 | 0 | 0 | 118,248 |
| Net cash provided by noncapital financing activities | 317,346 | 151,220 | 175,590 | 644,155 | 2,832,069 |
| **CASH FLOWS FROM INVESTING ACTIVITIES:** | | | | | |
| Net Additions to utility plant | (1,122,672) | (222,426) | (117,385) | (1,462,483) | (3,764,709) |
| Contributed assets | 0 | 0 | 0 | 0 | 292,566 |
| Proceeds from asset disposals - net | 0 | 0 | 1,307 | 1,307 | (12,344) |
| Insurance refund - prior years | 0 | 0 | 0 | 0 | (1,500) |
| Interest income | 33,697 | 260,494 | 28,952 | 323,142 | 1,407,169 |
| Investment income/(loss) | (10,057) | (10,641) | (7,086) | (27,785) | 388,946 |
| Net cash (used) by investing activities | (1,099,033) | 27,426 | (94,213) | (1,165,820) | (1,689,871) |
| **CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:** | | | | | |
| Cost of issuance-amortized | (480) | 0 | 0 | (480) | (1,440) |
| Long-term debt retired | 0 | (218,020) | 0 | (218,020) | (629,974) |
| Long-term debt issued | 0 | 0 | 0 | 0 | - |
| Interest expense | (7,581) | (192,228) | 0 | (199,809) | (665,441) |
| Net cash provided by (used by) financing activities | (8,061) | (410,248) | 0 | (418,309) | (1,296,855) |
| **INCREASE (DECREASE) IN CASH** | 929,363 | (345,424) | (1,337,275) | (753,336) | 5,728,925 |
| **BALANCE OF CASH AT BEGINNING OF YEAR** | 11,106,971 | 13,130,503 | 10,470,772 | 34,708,247 | 29,232,630 |
| **BALANCE OF CASH AT OCTOBER 31, 2020 (Schedule F)** | 12,036,334 | 12,785,079 | 9,133,498 | 33,954,911 | 34,961,554 |

MISSION SPRINGS WATER DISTRICT
WATER FUND "DHS"
INCOME STATEMENT
JULY 1, 2020 TO OCTOBER 31, 2020

SCHEDULE B

| | SEE SCH | CURRENT MONTH ACTUAL | CURRENT MONTH BUDGET | CURRENT MONTH FAVORABLE (UNFAVORABLE) VARIANCE | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | YEAR TO DATE FAVORABLE (UNFAVORABLE) VARIANCE AMOUNT | YEAR TO DATE PERCENT USED OF YEAR TO DATE BUDGET | 2020-2021 ADOPTED BUDGET TOTAL | 2020-2021 ADOPTED BUDGET REMAINING AMOUNT | 2020-2021 ADOPTED BUDGET 33% USED |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **OPERATING REVENUE** | 1 | 1,692,515 | 877,511 | 815,004 | 5,615,889 | 3,509,034 | 2,106,855 | 160% | 10,527,110 | 4,911,221 | 53% |
| **OPERATING EXPENSE:** | | | | | | | | | | | |
| **Pumping-** | | | | | | | | | | | |
| Salaries and wages | | 29,945 | 30,694 | 749 | 112,592 | 122,776 | 10,184 | 92% | 368,328 | 255,736 | 31% |
| Benefit pay | 5 | 4,568 | 7,007 | 2,439 | 22,225 | 28,028 | 5,803 | 79% | 84,084 | 61,859 | 26% |
| Fringe benefits | 4 | 16,168 | 19,371 | 3,203 | 65,267 | 77,484 | 12,217 | 84% | 232,452 | 167,185 | 28% |
| Electric utility | | 88,476 | 68,150 | (20,326) | 352,556 | 272,600 | (79,956) | 129% | 817,800 | 465,244 | 43% |
| Materials and services | | 1,168 | 34,261 | 33,093 | 104,205 | 142,854 | 38,649 | 73% | 442,699 | 338,494 | 24% |
| Total | | 140,325 | 159,483 | 19,158 | 656,845 | 643,742 | (13,103) | 102% | 1,945,363 | 1,288,518 | 34% |
| **Transmission and distribution-** | | | | | | | | | | | |
| Salaries and wages | | 43,202 | 39,168 | (4,034) | 173,450 | 156,672 | (16,778) | 111% | 470,016 | 296,566 | 37% |
| Benefit pay | 5 | 7,178 | 10,619 | 3,441 | 41,514 | 42,476 | 962 | 98% | 127,428 | 85,914 | 33% |
| Fringe benefits | 4 | 23,601 | 27,392 | 3,791 | 104,136 | 109,568 | 5,432 | 95% | 328,704 | 224,568 | 32% |
| Materials and services | | 30,256 | 35,030 | 4,774 | 124,192 | 240,330 | 116,138 | 52% | 545,939 | 421,747 | 23% |
| Total | | 104,237 | 112,209 | 7,972 | 443,292 | 549,046 | 105,754 | 81% | 1,472,087 | 1,028,795 | 30% |
| **Customer accounts-** | | | | | | | | | | | |
| Salaries and wages | | 22,877 | 42,102 | 19,225 | 93,383 | 168,408 | 75,025 | 55% | 505,224 | 411,841 | 18% |
| Benefit pay | 5 | 3,427 | 11,500 | 8,073 | 18,135 | 46,000 | 27,865 | 39% | 138,000 | 119,865 | 13% |
| Fringe benefits | 4 | 12,323 | 30,348 | 18,026 | 54,067 | 121,392 | 67,325 | 45% | 364,176 | 310,109 | 15% |
| Materials and services | | 650 | 1,000 | 350 | 2,419 | 23,600 | 21,181 | 100% | 25,980 | 23,561 | 9% |
| Total | | 39,277 | 84,950 | 45,673 | 168,004 | 359,400 | 191,396 | 47% | 1,033,380 | 865,376 | 16% |
| **Other operating-** | | | | | | | | | | | |
| Standby salaries and wages | | 6,662 | 9,265 | 2,603 | 27,811 | 37,060 | 9,249 | 75% | 111,180 | 83,369 | 25% |
| Standby reports | | 4,313 | 1,100 | (3,213) | 4,313 | 4,400 | 88 | 98% | 13,200 | 8,888 | 33% |
| Consulting engineer | | 7,640 | 5,000 | (2,640) | 14,573 | 18,000 | 3,428 | 81% | 70,300 | 55,728 | 21% |
| Depreciation | | 168,104 | 173,284 | 5,180 | 679,829 | 700,550 | 20,721 | 97% | 2,086,823 | 1,406,994 | 33% |
| Administrative costs | E | 287,015 | 330,355 | 43,341 | 1,325,233 | 1,318,884 | (6,349) | 100% | 4,048,096 | 2,722,863 | 33% |
| **TOTAL OPERATING EXPENSE** | | 757,572 | 875,646 | 118,074 | 3,319,899 | 3,631,082 | 311,183 | 91% | 10,780,429 | 7,460,529 | 31% |
| **NET OPERATING INCOME(LOSS)** | | 934,943 | 1,865 | 933,079 | 2,295,990 | (122,048) | 2,418,038 | | (253,319) | (2,549,309) | |
| **ADD NON-OPERATING REVENUE** | 1 | 120,520 | 221,044 | (100,524) | 399,450 | 884,176 | (484,726) | 45% | 2,652,498 | 2,253,048 | 15% |
| Total | | 1,055,463 | 222,909 | 832,555 | 2,695,440 | 762,128 | 1,933,312 | | 2,399,179 | (296,260) | |
| **LESS NON-OPERATING EXPENSE** | 1 | 919 | 947 | 28 | 61,375 | 2,765 | (58,610) | 2220% | 19,801 | (41,574) | 31 |
| **NET INCOME(LOSS)** | A | 1,054,544 | 221,962 | 832,582 | 2,634,065 | 759,363 | 1,874,702 | -347% | 2,379,378 | (254,686) | 11% |

MISSION SPRINGS WATER DISTRICT
WATER FUND "DHS"
OPERATING REVENUE, NON-OPERATING REVENUE AND EXPENSE
JULY 1, 2020 TO OCTOBER 31, 2020

SCHEDULE 1

| | SEE SCH | CURRENT MONTH ACTUAL | CURRENT MONTH BUDGET | CURRENT MONTH FAVORABLE (UNFAVORABLE) VARIANCE | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | YEAR TO DATE FAVORABLE (UNFAVORABLE) VARIANCE AMOUNT | PERCENT USED OF YEAR TO DATE BUDGET | 2020-2021 ADOPTED BUDGET TOTAL | REMAINING AMOUNT | 33% USED |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **OPERATING REVENUE:** | | | | | | | | | | | |
| Water service charge-residential | | 290,515 | 183,333 | 107,182 | 892,046 | 733,332 | 158,714 | 122% | 2,200,000 | 1,307,954 | 41% |
| Water service charge-commercial | | 23,715 | 16,500 | 7,215 | 75,282 | 66,000 | 9,282 | 114% | 198,000 | 122,718 | 38% |
| Water service charge-landscape | | 8,547 | 6,500 | 2,047 | 29,378 | 26,000 | 3,378 | 113% | 78,000 | 48,622 | 38% |
| Water service charge-construction | | 1,320 | 1,000 | 320 | 5,040 | 4,000 | 1,040 | 126% | 12,000 | 6,960 | 42% |
| Water consumption-residential | | 871,404 | 416,667 | 454,737 | 2,882,157 | 1,666,668 | 1,215,489 | 173% | 5,000,000 | 2,117,843 | 58% |
| Water consumption-commercial | | 114,171 | 54,166 | 60,005 | 384,272 | 216,664 | 167,608 | 177% | 650,000 | 265,728 | 59% |
| Water consumption-landscape | | 174,280 | 116,666 | 57,614 | 685,320 | 466,664 | 218,656 | 147% | 1,400,000 | 714,680 | 49% |
| Water consumption-construction | | 28,108 | 7,500 | 20,608 | 145,419 | 30,000 | 115,419 | 485% | 90,000 | (55,419) | 162% |
| Drought surcharge fees | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Reconnect/disconnect fees | | 1,850 | 12,500 | (10,650) | 6,725 | 50,000 | (43,275) | 13% | 150,000 | 143,275 | 4% |
| New meter installations | | 12,954 | 1,140 | 11,814 | 32,784 | 4,560 | 28,224 | 719% | 13,680 | (19,104) | 240% |
| Temporary const. meter installations | | 105 | 0 | 105 | 560 | 0 | 560 | #DIV/0! | 0 | (560) | #DIV/0! |
| Backflow device maintenance fees | | 10,493 | 7,500 | 2,993 | 34,750 | 30,000 | 4,750 | 116% | 90,000 | 55,250 | 39% |
| R.P. & double check installations | | 0 | 505 | (505) | 1,010 | 1,010 | 0 | 100% | 3,030 | 2,020 | 33% |
| Fire flow charges | | 22,221 | 8,334 | 13,887 | 65,379 | 33,336 | 32,043 | 196% | 100,000 | 34,621 | 65% |
| Fire flow tests | | 2,483 | 300 | 2,183 | 5,348 | 1,200 | 4,148 | 446% | 3,600 | (1,748) | 149% |
| Unauthorized water use penalties | | 0 | 150 | (150) | 0 | 600 | (600) | 0% | 1,800 | 1,800 | 0% |
| Returned check service charges | | 525 | 50 | 475 | 2,000 | 200 | 1,800 | 1000% | 600 | (1,400) | 333% |
| Site rental - microwave station | | 2,217 | 6,200 | (3,983) | 20,615 | 24,800 | (4,185) | 83% | 74,400 | 53,785 | 28% |
| Delinquent charges | | 107,175 | 18,750 | 88,425 | 267,220 | 75,000 | 192,220 | 356% | 225,000 | (42,220) | 119% |
| Standby maintenance fees | | 19,500 | 19,500 | 0 | 78,000 | 78,000 | 0 | 100% | 234,000 | 156,000 | 33% |
| Lien recordation/release fees | | 931 | 250 | 681 | 2,584 | 1,000 | 1,584 | 258% | 3,000 | 416 | 86% |
| Total | B | 1,692,515 | 877,511 | 815,004 | 5,615,889 | 3,509,034 | 2,106,855 | 160% | 10,527,110 | 4,911,221 | 53% |
| **NON-OPERATING INCOME:** | | | | | | | | | | | |
| Capacity fees | | 71,129 | 41,667 | 29,462 | 171,248 | 166,668 | 4,580 | 103% | 500,000 | 328,752 | 34% |
| Front footage charges | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Annexation fees | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Interest income | | 10,334 | 17,222 | (6,888) | 45,255 | 68,888 | (23,633) | 66% | 206,664 | 161,409 | 22% |
| Investment income/(loss) | | (10,016) | 16,737 | (26,753) | (13,345) | 66,948 | (80,293) | -20% | 200,844 | 214,189 | -7% |
| Property taxes | | 49,073 | 49,075 | (2) | 196,292 | 196,301 | (9) | 100% | 588,875 | 392,583 | 33% |
| Grants | | 0 | 96,343 | (96,343) | 0 | 385,371 | (385,371) | 0% | 1,156,115 | 1,156,115 | 0% |
| Contributed revenue | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Gain(loss) asset disposals | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Total | B | 120,520 | 221,044 | (100,524) | 399,450 | 884,176 | (484,726) | 45% | 2,652,498 | 2,253,048 | 15% |
| **NON-OPERATING EXPENSE:** | | | | | | | | | | | |
| Interest | | 988 | 879 | (109) | 3,821 | 2,493 | (1,328) | 153% | 9,525 | 5,704 | 40% |
| County administrative charges | | 84 | 0 | (84) | 203 | 0 | (203) | #DIV/0! | 0 | (203) | #DIV/0! |
| Trustee fees C.O.P.'s | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Amortization of C.O.P. discount | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Amortization of C.O.P. issuance costs | | 18 | 18 | 0 | 72 | 72 | 0 | 100% | 216 | 144 | 33% |
| Uncollectable Accounts | | (170) | 50 | 220 | 57,279 | 200 | (57,079) | 28639% | 10,060 | (47,219) | 569% |
| Prior year (income) expense | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Total | B | 919 | 947 | 28 | 61,375 | 2,765 | (58,610) | 2220% | 19,801 | (41,574) | 310% |

MISSION SPRINGS WATER DISTRICT
WATER FUND "IDE"
INCOME STATEMENT
JULY 1, 2020 TO OCTOBER 31, 2020

SCHEDULE C

| | SEE SCH | CURRENT MONTH ACTUAL | CURRENT MONTH BUDGET | CURRENT MONTH FAVORABLE (UNFAVORABLE) VARIANCE | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | FAVORABLE (UNFAVORABLE) VARIANCE AMOUNT | PERCENT USED OF YEAR TO DATE BUDGET | 2020-2021 ADOPTED BUDGET TOTAL | REMAINING AMOUNT | 33% USED |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **OPERATING REVENUE** | 2 | 22,002 | 15,788 | 6,214 | 98,542 | 63,152 | 35,390 | 156% | 189,450 | 90,908 | 52% |
| **OPERATING EXPENSE:** | | | | | | | | | | | |
| **Pumping-** | | | | | | | | | | | |
| Salaries and wages | | 2,855 | 1,960 | (895) | 10,327 | 7,840 | (2,487) | 132% | 23,520 | 13,193 | 44% |
| Benefit pay | 5 | 400 | 447 | 47 | 1,817 | 1,788 | (29) | 102% | 5,364 | 3,547 | 34% |
| Fringe benefits | 4 | 1,525 | 1,236 | (289) | 5,876 | 4,944 | (932) | 119% | 14,832 | 8,956 | 40% |
| Electric utility | | 1,837 | 4,170 | 2,333 | 15,815 | 16,680 | 865 | 95% | 50,047 | 34,232 | 32% |
| Materials and services | | 4,846 | 8,649 | 3,803 | 21,707 | 34,595 | 12,888 | 63% | 106,787 | 85,080 | 20% |
| Total | | 11,464 | 16,462 | 4,998 | 55,542 | 65,847 | 10,305 | 84% | 200,550 | 145,008 | 28% |
| **Transmission and distribution-** | | | | | | | | | | | |
| Salaries and wages | | 375 | 2,500 | 2,125 | 9,207 | 10,000 | 793 | 92% | 30,000 | 20,793 | 31% |
| Benefit pay | 5 | 45 | 678 | 633 | 2,089 | 2,712 | 623 | 77% | 8,136 | 6,047 | 26% |
| Fringe benefits | 4 | 197 | 1,748 | 1,551 | 5,538 | 6,992 | 1,454 | 79% | 20,976 | 15,438 | 26% |
| Materials and services | | 0 | 1,810 | 1,810 | 0 | 10,330 | 10,330 | 0% | 26,455 | 26,455 | 0% |
| Total | | 617 | 6,736 | 6,119 | 16,833 | 30,034 | 13,201 | 56% | 85,567 | 68,734 | 20% |
| **Customer accounts-** | | | | | | | | | | | |
| Salaries and wages | | 0 | 2,647 | 2,647 | 147 | 10,588 | 10,441 | 1% | 31,764 | 31,617 | 0% |
| Benefit pay | 5 | 0 | 725 | 725 | 39 | 2,900 | 2,861 | 1% | 8,700 | 8,661 | 0% |
| Fringe benefits | 4 | 0 | 1,909 | 1,909 | 89 | 7,636 | 7,547 | 1% | 22,908 | 22,819 | 0% |
| Materials and services | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Total | | 0 | 5,281 | 5,281 | 275 | 21,124 | 20,849 | 1% | 63,372 | 63,097 | 0% |
| **Other operating-** | | | | | | | | | | | |
| Standby salaries and wages | | 0 | 591 | 591 | 0 | 2,364 | 2,364 | 0% | 7,092 | 7,092 | 0% |
| Standby reports | | 115 | 25 | (90) | 115 | 100 | (15) | 115% | 300 | 185 | 38% |
| Consulting engineer | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Depreciation | | 5,264 | 5,264 | (0) | 21,058 | 21,056 | (2) | 100% | 63,173 | 42,115 | 33% |
| Administrative costs | E | 8,907 | 21,087 | 12,179 | 72,117 | 84,184 | 12,067 | 86% | 258,389 | 186,272 | 28% |
| **TOTAL OPERATING EXPENSE** | | 26,367 | 55,446 | 29,079 | 165,940 | 224,709 | 58,769 | 74% | 678,443 | 512,503 | 24% |
| **NET OPERATING INCOME(LOSS)** | | (4,365) | (39,658) | (35,292) | (67,399) | (161,557) | (94,158) | 42% | (488,993) | (421,594) | 14% |
| **ADD NON-OPERATING REVENUE** | 2 | 1,948 | (5,198) | 7,146 | (160) | (9,919) | 9,759 | 2% | (58,016) | (57,856) | 0% |
| Total | | (2,417) | (44,856) | 42,438 | (67,559) | (171,476) | 103,917 | 39% | (547,009) | (479,450) | 12% |
| **LESS NON-OPERATING EXPENSE** | 2 | 1,042 | 1,042 | 0 | 4,990 | 4,168 | (822) | 120% | 13,104 | 8,114 | 38% |
| **NET INCOME(LOSS)** | A | (3,459) | (45,898) | 42,438 | (72,549) | (175,644) | 103,095 | 41% | (560,113) | (487,564) | 13% |

MISSION SPRINGS WATER DISTRICT
WATER FUND "IDE"
OPERATING REVENUE, NON-OPERATING REVENUE AND EXPENSE
JULY 1, 2020 TO OCTOBER 31, 2020

SCHEDULE 2

| | SEE SCH | CURRENT MONTH ACTUAL | CURRENT MONTH BUDGET | CURRENT MONTH FAVORABLE (UNFAVORABLE) VARIANCE | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | FAVORABLE (UNFAVORABLE) VARIANCE AMOUNT | PERCENT USED OF YEAR TO DATE BUDGET | 2020-2021 ADOPTED BUDGET TOTAL | REMAINING AMOUNT | 33% USED |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **OPERATING REVENUE:** | | | | | | | | | | | |
| Water service charge-residential | | 5,977 | 5,000 | 977 | 24,877 | 20,000 | 4,877 | 124% | 60,000 | 35,123 | 41% |
| Water service charge-commercial | | 155 | 100 | 55 | 564 | 400 | 164 | 141% | 1,200 | 636 | 47% |
| Water service charge-landscape | | 18 | 0 | 18 | 62 | 0 | 62 | 0% | 0 | (62) | 0% |
| Water service charge-construction | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Water consumption-residential | | 11,650 | 8,313 | 3,337 | 58,801 | 33,252 | 25,549 | 177% | 99,750 | 40,949 | 59% |
| Water consumption-commercial | | 0 | 100 | (100) | 11 | 400 | (389) | 3% | 1,200 | 1,189 | 1% |
| Water consumption-landscape | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Water consumption-construction | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Drought surcharge fees | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Reconnect/disconnect fees | | 0 | 100 | (100) | 50 | 400 | (350) | 13% | 1,200 | 1,150 | 4% |
| New meter installations | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | #DIV/0! |
| Temporary const. meter installations | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Backflow device maintenance fees | | 131 | 75 | 56 | 450 | 300 | 150 | 150% | 900 | 450 | 50% |
| R.P. & double check installations | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Fire flow charges | | 191 | 100 | 91 | 704 | 400 | 304 | 176% | 1,200 | 496 | 59% |
| Fire flow tests | | 0 | 0 | 0 | 0 | 0 | 0 | #DIV/0! | 0 | 0 | #DIV/0! |
| Unauthorized water use penalties | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Returned check service charges | | 0 | 0 | 0 | 50 | 0 | 50 | #DIV/0! | 0 | (50) | #DIV/0! |
| Certified meter test fees | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Delinquent charges | | 2,685 | 1,000 | 1,685 | 8,484 | 4,000 | 4,484 | 212% | 12,000 | 3,516 | 71% |
| Standby maintenance fees | | 1,000 | 1,000 | 0 | 4,000 | 4,000 | 0 | 100% | 12,000 | 8,000 | 33% |
| Lien recordation/release fees | | 196 | 0 | 196 | 490 | 0 | 490 | 0% | 0 | (490) | 0% |
| Total | C | 22,002 | 15,788 | 6,214 | 98,542 | 63,152 | 35,390 | 156% | 189,450 | 90,908 | 52% |
| **NON-OPERATING INCOME:** | | | | | | | | | | | |
| Capacity fees | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 4,353 | 4,353 | 0% |
| Front footage charges | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Annexation fees | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Interest income | | (2,585) | (3,600) | 1,015 | (11,559) | (14,400) | 2,841 | 80% | (43,200) | (31,641) | 27% |
| Investment income/(loss) | | 2,505 | (3,625) | 6,130 | 3,288 | (3,625) | 6,913 | -91% | (43,500) | (46,788) | -8% |
| Property taxes | | 2,028 | 2,027 | 1 | 8,110 | 8,106 | 4 | 100% | 24,331 | 16,221 | 33% |
| Grants | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Contributed revenue | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Gain(loss) asset disposals | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Total | C | 1,948 | (5,198) | 7,146 | (160) | (9,919) | 9,759 | 2% | (58,016) | (57,856) | 0% |
| **NON-OPERATING EXPENSE:** | | | | | | | | | | | |
| Interest | | 940 | 940 | 0 | 3,760 | 3,760 | 0 | 100% | 11,280 | 7,520 | 33% |
| County administrative charges | | 0 | 0 | 0 | 0 | 0 | 0 | #DIV/0! | 0 | 0 | #DIV/0! |
| Amortization of C.O.P. issuance costs | | 102 | 102 | 0 | 408 | 408 | 0 | 100% | 1,224 | 816 | 33% |
| Uncollectable Accounts | | 0 | 0 | 0 | 822 | 0 | (822) | #DIV/0! | 600 | (222) | 137% |
| Prior year (income) expense | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Total | C | 1,042 | 1,042 | 0 | 4,990 | 4,168 | (822) | 120% | 13,104 | 8,114 | 38% |

MISSION SPRINGS WATER DISTRICT
SEWER FUND
INCOME STATEMENT
JULY 1, 2020 TO OCTOBER 31, 2020

SCHEDULE D

| | SEE SCH | CURRENT MONTH ACTUAL | CURRENT MONTH BUDGET | CURRENT MONTH FAVORABLE (UNFAVORABLE) VARIANCE | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | YEAR TO DATE FAVORABLE (UNFAVOR) VARIANCE AMOUNT | YEAR TO DATE PERCENT USED OF YEAR TO DATE BUDGET | 2020-2021 ADOPTED BUDGET TOTAL | 2020-2021 ADOPTED BUDGET REMAINING AMOUNT | 2020-2021 ADOPTED BUDGET 33% USED |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **OPERATING REVENUE** | 3 | 631,666 | 537,058 | 94,608 | 2,835,803 | 2,148,232 | 687,571 | 132% | 6,444,700 | 3,608,897 | 44% |
| **OPERATING EXPENSE:** | | | | | | | | | | | |
| **Collection-** | | | | | | | | | | | |
| Salaries and wages | | 15,707 | 11,395 | (4,312) | 44,469 | 45,580 | 1,111 | 98% | 136,740 | 92,271 | 33% |
| Benefit pay | 5 | 2,280 | 3,016 | 736 | 8,862 | 12,064 | 3,202 | 73% | 36,192 | 27,330 | 24% |
| Fringe benefits | 4 | 8,481 | 7,833 | (648) | 25,493 | 31,332 | 5,839 | 81% | 93,996 | 68,503 | 27% |
| Materials and services | | 6,947 | 13,582 | 6,635 | 82,886 | 55,378 | (27,508) | 150% | 164,050 | 81,164 | 51% |
| Total | | 33,416 | 35,826 | 2,410 | 161,710 | 144,354 | (17,356) | 112% | 430,978 | 269,268 | 38% |
| **Treatment-** | | | | | | | | | | | |
| Salaries and wages | | 45,573 | 39,921 | (5,652) | 168,382 | 159,684 | (8,698) | 105% | 479,052 | 310,670 | 35% |
| Benefit pay | 5 | 5,920 | 8,109 | 2,189 | 27,876 | 32,436 | 4,560 | 86% | 97,308 | 69,432 | 29% |
| Fringe benefits | 4 | 24,122 | 25,389 | 1,267 | 94,962 | 101,556 | 6,594 | 94% | 304,668 | 209,706 | 31% |
| Electric utility | | 15,374 | 16,549 | 1,175 | 84,668 | 66,195 | (18,473) | 128% | 198,587 | 113,919 | 43% |
| Materials and services | | 41,601 | 47,706 | 6,105 | 168,790 | 196,538 | 27,748 | 86% | 648,019 | 479,229 | 26% |
| Total | | 132,590 | 137,674 | 5,084 | 544,678 | 556,409 | 11,731 | 98% | 1,727,634 | 1,182,956 | 32% |
| **Other operating-** | | | | | | | | | | | |
| Standby salaries and wages | | 6,405 | 6,073 | (332) | 25,094 | 24,292 | (802) | 103% | 72,876 | 47,782 | 34% |
| Standby reports | | 1,323 | 150 | (1,173) | 1,323 | 600 | (723) | 220% | 1,800 | 478 | 73% |
| Depreciation | | 140,193 | 131,047 | (9,146) | 560,854 | 524,272 | (36,582) | 107% | 1,572,656 | 1,011,802 | 36% |
| Administrative costs | E | 133,386 | 126,228 | (7,158) | 545,377 | 503,944 | (41,433) | 108% | 1,546,771 | 1,001,395 | 35% |
| **TOTAL OPERATING EXPENSE** | | 447,312 | 436,998 | (10,314) | 1,839,035 | 1,753,871 | (85,164) | 105% | 5,352,715 | 3,513,681 | 34% |
| **NET OPERATING INCOME(LOSS)** | | 184,354 | 100,060 | 104,921 | 996,768 | 394,361 | 602,407 | 253% | 1,091,985 | 95,217 | 91% |
| **ADD NON-OPERATING REVENUE** | 3 | 90,528 | 805,909 | (715,381) | 401,193 | 3,219,096 | (2,817,903) | 12% | 9,655,267 | 9,254,074 | 4% |
| Total | | 274,882 | 905,969 | (631,087) | 1,397,961 | 3,613,457 | (2,215,496) | 39% | 10,747,252 | 9,349,291 | 13% |
| **LESS NON-OPERATING EXPENSE** | 3 | 48,107 | 48,057 | 50 | 192,349 | 192,228 | (121) | 100% | 576,684 | 384,335 | 33% |
| **NET INCOME(LOSS)** | A | 226,775 | 857,912 | (631,137) | 1,205,612 | 3,421,229 | (2,215,618) | 35% | 10,170,568 | 8,964,956 | 12% |

MISSION SPRINGS WATER DISTRICT
SEWER FUND
OPERATING REVENUE, NON-OPERATING REVENUE AND EXPENSE
JULY 1, 2020 TO OCTOBER 31, 2020

SCHEDULE 3

| | SEE SCH | CURRENT MONTH ACTUAL | CURRENT MONTH BUDGET | CURRENT MONTH FAVORABLE (UNFAVORABLE) VARIANCE | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | YEAR TO DATE FAVORABLE (UNFAVORABLE) VARIANCE AMOUNT | YEAR TO DATE PERCENT USED OF YEAR TO DATE BUDGET | 2020-2021 ADOPTED BUDGET TOTAL | 2020-2021 ADOPTED BUDGET REMAINING AMOUNT | 2020-2021 ADOPTED BUDGET 33% USED |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **OPERATING REVENUE:** | | | | | | | | | | | |
| Service charge - residential | | 512,835 | 483,333 | 29,502 | 2,486,537 | 1,933,332 | 553,205 | 129% | 5,800,000 | 3,313,463 | 43% |
| Service charge - commercial | | 117,906 | 52,500 | 65,406 | 345,340 | 210,000 | 135,340 | 164% | 630,000 | 284,660 | 55% |
| Fats, oils and grease fees | | 0 | 300 | (300) | 225 | 1,200 | (975) | 19% | 3,600 | 3,375 | 6% |
| Standby maintenance fee | | 925 | 925 | 0 | 3,700 | 3,700 | 0 | 100% | 11,100 | 7,400 | 33% |
| Total | D | 631,666 | 537,058 | 94,608 | 2,835,803 | 2,148,232 | 687,571 | 132% | 6,444,700 | 3,608,897 | 44% |
| **NON-OPERATING REVENUE:** | | | | | | | | | | | |
| Capacity fees | | 5,040 | 2,520 | 2,520 | 31,100 | 5,040 | 26,060 | 617% | 12,600 | (18,500) | 247% |
| Front footage charge | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Annexation fees | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Interest income | | 63,595 | 66,324 | (2,729) | 260,494 | 265,796 | (5,302) | 98% | 797,889 | 537,395 | 33% |
| Investment income/(loss) | | (8,167) | 12,838 | (21,005) | (10,641) | 51,352 | (61,993) | -21% | 154,056 | 164,697 | -7% |
| Property taxes | | 30,060 | 30,061 | (1) | 120,241 | 120,244 | (3) | 100% | 360,722 | 240,481 | 33% |
| Grants | | 0 | 694,166 | (694,166) | 0 | 2,776,664 | (2,776,664) | 0% | 8,330,000 | 8,330,000 | 0% |
| Contributed revenue | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Gain(loss) asset disposals | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Total | D | 90,528 | 805,909 | (715,381) | 401,193 | 3,219,096 | (2,817,903) | 12% | 9,655,267 | 9,254,074 | 4% |
| **NON-OPERATING EXPENSE:** | | | | | | | | | | | |
| Interest expense | | 48,057 | 48,057 | 0 | 192,228 | 192,228 | 0 | 100% | 576,684 | 384,456 | 33% |
| County administrative charges | | 50 | 0 | (50) | 121 | 0 | (121) | 0% | 0 | (121) | 0% |
| Trustee fees C.O.P.'s | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Amortization of C.O.P. discount | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Amortization of C.O.P. issuance costs | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Prior year (income) expense | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Total | D | 48,107 | 48,057 | (50) | 192,349 | 192,228 | (121) | 100% | 576,684 | 384,335 | 33% |

MISSION SPRINGS WATER DISTRICT
GENERAL FUND INCOME STATEMENT
JULY 1, 2020 TO OCTOBER 31, 2020



| | SEE SCH | CURRENT MONTH ACTUAL | CURRENT MONTH BUDGET | CURRENT MONTH FAVORABLE (UNFAVORABLE) VARIANCE | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | FAVORABLE (UNFAVOR) VARIANCE AMOUNT | PERCENT USED OF YEAR TO DATE BUDGET | 2020-2021 ADOPTED BUDGET TOTAL | REMAINING AMOUNT | 33% USED |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **REVENUES & EXPENSES NOT SUBJECT TO FUND TRANSFER:** | | | | | | | | | | | |
| Property taxes | | 43,898 | 43,898 | (1) | 175,590 | 175,592 | (2) | 100% | 526,770 | 351,180 | 33% |
| Interest income | | 5,905 | 10,350 | (4,445) | 28,952 | 41,400 | (12,448) | 70% | 124,200 | 95,248 | 23% |
| Investment income/(loss) | | (5,706) | 7,320 | (13,026) | (7,086) | 29,280 | (36,366) | -24% | 87,840 | 94,926 | -8% |
| P.E.R.S. prior year costs | | (37,761) | (37,761) | (0) | (151,045) | (151,044) | (1) | 100% | (453,134) | (302,089) | 33% |
| Pension Inflows/Outflows GASB 68 | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Prior year costs | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Gain (Loss) on sale of assets | | 0 | 0 | 0 | 1,307 | 0 | 1,307 | 0% | 0 | (1,307) | 0% |
| Total revenues | | 6,335 | 23,807 | (17,472) | 47,717 | 95,228 | (47,511) | 50% | 285,676 | 237,959 | 17% |
| **GENERAL OPERATING EXPENSE:** | | | | | | | | | | | |
| **Customer accounts-** | | | | | | | | | | | |
| Salaries and wages | | 28,568 | 3,733 | (24,835) | 102,294 | 14,932 | (87,362) | 685% | 44,796 | (57,498) | 228% |
| Benefit pay | 5 | 4,459 | 925 | (3,534) | 20,390 | 3,700 | (16,690) | 551% | 11,100 | (9,290) | 184% |
| Fringe benefits | 4 | 15,472 | 2,638 | (12,834) | 59,325 | 10,552 | (48,773) | 562% | 31,656 | (27,669) | 187% |
| Materials and services | | 13,126 | 13,775 | 649 | 47,514 | 5,120 | (42,394) | 928% | 102,420 | 54,906 | 46% |
| Total | | 61,625 | 21,071 | (40,554) | 229,523 | 34,304 | (195,219) | 669% | 189,972 | (39,551) | 121% |
| **Buildings and grounds-** | | | | | | | | | | | |
| Salaries and wages | | 503 | 969 | 466 | 1,755 | 3,876 | 2,121 | 45% | 11,628 | 9,873 | 15% |
| Benefit pay | 5 | 46 | 157 | 111 | 205 | 628 | 423 | 33% | 1,884 | 1,679 | 11% |
| Fringe benefits | 4 | 257 | 637 | 380 | 948 | 2,548 | 1,600 | 37% | 7,644 | 6,696 | 12% |
| Materials and services | | 6,452 | 12,788 | 6,336 | 26,824 | 51,352 | 24,528 | 52% | 154,056 | 127,232 | 17% |
| Total | | 7,259 | 14,551 | 7,292 | 29,732 | 58,404 | 28,672 | 51% | 175,212 | 145,480 | 17% |
| **Vehicle maintenance-** | | | | | | | | | | | |
| Salaries and wages | | 1,106 | 1,453 | 347 | 3,967 | 5,812 | 1,845 | 68% | 17,436 | 13,469 | 23% |
| Benefit pay | 5 | 102 | 235 | 133 | 464 | 940 | 476 | 49% | 2,820 | 2,356 | 16% |
| Fringe benefits | 4 | 566 | 956 | 390 | 2,150 | 3,824 | 1,675 | 56% | 11,472 | 9,323 | 19% |
| Materials and services | | 27,298 | 33,559 | 6,261 | 120,069 | 134,236 | 14,167 | 89% | 398,908 | 278,839 | 30% |
| Total | | 29,072 | 36,203 | 7,131 | 126,650 | 144,812 | 18,162 | 87% | 430,636 | 303,986 | 29% |
| **Administration-** | | | | | | | | | | | |
| Salaries and wages | | 88,341 | 77,478 | (10,863) | 317,179 | 309,912 | (7,267) | 102% | 891,274 | 574,095 | 36% |
| Benefit pay | 5 | 7,144 | 9,262 | 2,118 | 32,522 | 37,048 | 4,526 | 88% | 111,148 | 78,626 | 29% |
| Fringe benefits | 4 | 44,522 | 46,461 | 1,939 | 165,829 | 185,844 | 20,015 | 89% | 557,542 | 391,713 | 30% |
| Materials and services | | 35,372 | 76,102 | 40,730 | 239,292 | 311,854 | 72,562 | 77% | 937,458 | 698,166 | 26% |
| Total | | 175,380 | 209,303 | 33,923 | 754,823 | 844,658 | 89,836 | 89% | 2,497,422 | 1,742,600 | 30% |
| **Board of directors-** | | | | | | | | | | | |
| Salaries and wages (staff) | | 247 | 4,492 | 4,245 | 906 | 17,968 | 17,062 | 5% | 53,904 | 52,998 | 2% |
| Benefit pay (staff) | 5 | 43 | 922 | 879 | 210 | 3,688 | 3,478 | 6% | 11,064 | 10,854 | 2% |
| Fringe benefits (staff) | 4 | 136 | 3,065 | 2,929 | 537 | 12,260 | 11,723 | 4% | 36,780 | 36,243 | 1% |
| Directors fees | | 2,700 | 5,000 | 2,300 | 11,700 | 20,000 | 8,300 | 59% | 60,000 | 48,300 | 20% |
| Group insurance | | 8,105 | 9,500 | 1,395 | 32,424 | 38,000 | 5,576 | 85% | 114,000 | 81,576 | 28% |
| Materials and services | | 650 | 4,100 | 3,450 | (2,171) | 15,400 | 17,571 | -14% | 87,700 | 89,871 | -2% |
| Total | | 11,882 | 27,079 | 15,197 | 43,607 | 107,316 | 63,709 | 41% | 363,448 | 319,841 | 12% |

## MISSION SPRINGS WATER DISTRICT - GENERAL FUND INCOME STATEMENT SCHEDULE E, Page 2 of 2

| | SEE SCH | CURRENT MONTH ACTUAL | CURRENT MONTH BUDGET | CURRENT MONTH FAVORABLE (UNFAVORABLE) VARIANCE | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | FAVORABLE (UNFAVORABLE) VARIANCE AMOUNT | PERCENT USED OF YEAR TO DATE BUDGET | 2020-2021 ADOPTED BUDGET TOTAL | REMAINING AMOUNT | 33% USED |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **GENERAL OPERATING EXPENSE:** | | | | | | | | | | | |
| **Public affairs-** | | | | | | | | | | | |
| Salaries and wages | | 5,561 | 4,250 | (1,311) | 22,551 | 17,000 | (5,551) | 133% | 51,000 | 28,449 | 44% |
| Benefit pay | 5 | 736 | 684 | (52) | 4,052 | 2,736 | (1,316) | 148% | 8,208 | 4,157 | 49% |
| Fringe benefits | 4 | 2,950 | 2,793 | (157) | 12,886 | 11,172 | (1,714) | 115% | 33,516 | 20,630 | 38% |
| Materials and services | | 11,579 | 20,359 | 8,780 | 56,341 | 57,436 | 1,095 | 98% | 257,303 | 200,962 | 22% |
| Total | | 20,826 | 28,086 | 7,260 | 95,829 | 88,344 | (7,485) | 108% | 350,027 | 254,198 | 27% |
| **Human resources-** | | | | | | | | | | | |
| Salaries and wages | | 8,800 | 7,124 | (1,676) | 31,791 | 28,496 | (3,295) | 112% | 85,488 | 53,697 | 37% |
| Benefit pay | 5 | 1,002 | 1,377 | 375 | 4,616 | 5,508 | 892 | 84% | 16,524 | 11,908 | 28% |
| Fringe benefits | 4 | 4,592 | 4,813 | 221 | 17,615 | 19,252 | 1,637 | 91% | 57,756 | 40,141 | 30% |
| Materials and services | | 4,567 | 6,793 | 2,226 | 4,109 | 19,299 | 15,190 | 21% | 60,371 | 56,262 | 7% |
| Total | | 18,960 | 20,107 | 1,147 | 58,132 | 72,555 | 14,423 | 80% | 220,139 | 162,007 | 26% |
| **Engineering and planning-** | | | | | | | | | | | |
| Salaries and wages | | 15,985 | 8,904 | (7,081) | 78,838 | 35,616 | (43,222) | 221% | 106,848 | 28,010 | 74% |
| Benefit pay | 5 | 2,209 | 1,964 | (245) | 11,489 | 7,856 | (3,633) | 146% | 23,568 | 12,079 | 49% |
| Fringe benefits | 4 | 8,523 | 6,154 | (2,369) | 43,956 | 24,616 | (19,340) | 179% | 73,848 | 29,892 | 60% |
| Materials and services | | 18,469 | 25,457 | 6,988 | 105,323 | 145,854 | 40,531 | 72% | 429,738 | 324,415 | 25% |
| Total | | 45,186 | 42,479 | (2,707) | 239,606 | 213,942 | (25,664) | 112% | 634,002 | 394,396 | 38% |
| **Accounting-** | | | | | | | | | | | |
| Salaries and wages | | 12,334 | 12,886 | 552 | 47,633 | 51,544 | 3,911 | 92% | 154,632 | 106,999 | 31% |
| Benefit pay | 5 | 1,896 | 3,028 | 1,132 | 9,294 | 12,112 | 2,818 | 77% | 36,336 | 27,042 | 26% |
| Fringe benefits | 4 | 6,666 | 9,010 | 2,344 | 27,565 | 36,040 | 8,475 | 76% | 108,120 | 80,555 | 25% |
| Materials and services | | 40,952 | 34,070 | (6,882) | 121,501 | 136,280 | 14,779 | 89% | 416,844 | 295,343 | 29% |
| Total | | 61,848 | 58,994 | (2,854) | 205,992 | 235,976 | 29,984 | 87% | 715,932 | 509,940 | 29% |
| **Other general operating-** | | | | | | | | | | | |
| Insurance | | 11,027 | 14,720 | 3,693 | 54,413 | 58,880 | 4,467 | 92% | 176,640 | 122,227 | 31% |
| Auditing | | 0 | 0 | 0 | 3,375 | 5,000 | 1,625 | 68% | 31,000 | 27,625 | 11% |
| Rate study | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Legal | | 0 | 50,000 | 50,000 | 142,095 | 200,000 | 57,905 | 71% | 600,000 | 457,905 | 24% |
| Ground water management | | 0 | 0 | 0 | 0 | 20,000 | 20,000 | 0% | 20,000 | 20,000 | 0% |
| Depreciation | | 21,143 | 10,964 | (10,179) | 86,657 | 45,939 | (40,718) | 189% | 133,651 | 46,994 | 65% |
| Total operating expenses | | 464,208 | 533,557 | 69,349 | 2,070,434 | 2,130,130 | 59,696 | 97% | 6,538,081 | 4,467,647 | 32% |
| **Less - Fund transfers:** | | | | | | | | | | | |
| General reimbursable jobs | | (151) | (1,948) | (1,797) | (519) | (7,776) | (7,257) | 7% | (23,867) | (23,348) | 2% |
| General construction in progress | | 0 | (4,861) | (4,861) | (1,053) | (19,406) | (18,353) | 5% | (59,564) | (58,511) | 2% |
| Water reimbursable jobs "DHS" | | (3,016) | (12,182) | (9,166) | (15,424) | (48,635) | (33,210) | 32% | (149,276) | (133,851) | 10% |
| Water construction in progress "DHS" | | (28,757) | (22,339) | 6,418 | (97,206) | (89,186) | 8,020 | 109% | (273,742) | (176,536) | 36% |
| Water operating expenses "DHS" | B | (287,015) | (330,355) | (43,341) | (1,325,233) | (1,318,884) | 6,349 | 100% | (4,048,096) | (2,722,863) | 33% |
| Water reimbursable jobs "IDE" | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Water construction in progress "IDE" | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Water operating expenses "IDE" | C | (8,907) | (21,087) | (12,179) | (72,117) | (84,184) | (12,067) | 86% | (258,389) | (186,272) | 28% |
| Sewer reimbursable jobs | | (855) | (2,477) | (1,623) | (4,080) | (9,891) | (5,810) | 41% | (30,358) | (26,277) | 13% |
| Sewer construction in progress | | (2,122) | (12,080) | (9,958) | (9,425) | (48,225) | (38,800) | 20% | (148,019) | (138,594) | 6% |
| Sewer operating expenses | D | (133,386) | (126,228) | 7,158 | (545,377) | (503,944) | 41,433 | 108% | (1,546,771) | (1,001,395) | 35% |
| **NET OPERATING EXPENSE** | | 0 | 0 | 0 | 0 | 0 | (0) | 0% | 0 | 0 | 0% |
| **NET INCOME(LOSS)** | A | 6,335 | 23,807 | (17,472) | 47,717 | 95,228 | (47,511) | 50% | 285,676 | 237,959 | |

MISSION SPRINGS WATER DISTRICT
COMBINED FUNDS
BENEFIT PAY ALLOCATION
JULY 1, 2020 TO OCTOBER 31, 2020

SCHEDULE 5

| | SEE SCH | CURRENT MONTH ACTUAL | CURRENT MONTH BUDGET | CURRENT MONTH FAVORABLE (UNFAVORABLE) VARIANCE | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | YEAR TO DATE FAVORABLE (UNFAVORABLE) VARIANCE AMOUNT | PERCENT USED OF YEAR TO DATE BUDGET | 2020-2021 ADOPTED BUDGET TOTAL | REMAINING AMOUNT | 33% USED |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **GENERAL OPERATING FUND:** | | | | | | | | | | | |
| Customer accounts | E | 4,459 | 925 | (3,534) | 20,390 | 3,700 | (16,690) | 551% | 11,100 | (9,290) | 184% |
| Buildings and grounds | E | 46 | 157 | 111 | 205 | 628 | 423 | 33% | 1,884 | 1,679 | 11% |
| Vehicle maintenance | E | 102 | 235 | 133 | 464 | 940 | 476 | 49% | 2,820 | 2,356 | 16% |
| Administration | E | 7,144 | 9,262 | 2,118 | 32,522 | 37,048 | 4,526 | 88% | 111,148 | 78,626 | 29% |
| Board of directors | E | 43 | 922 | 879 | 210 | 3,688 | 3,478 | 6% | 11,064 | 10,854 | 2% |
| Public affairs | E | 736 | 684 | (52) | 4,052 | 2,736 | (1,316) | 148% | 8,208 | 4,157 | 49% |
| Human resources | E | 1,002 | 1,377 | 375 | 4,616 | 5,508 | 892 | 84% | 16,524 | 11,908 | 28% |
| Engineering and planning | E | 2,209 | 1,964 | (245) | 11,489 | 7,856 | (3,633) | 146% | 23,568 | 12,079 | 49% |
| Accounting | E | 1,896 | 3,028 | 1,132 | 9,294 | 12,112 | 2,818 | 77% | 36,336 | 27,042 | 26% |
| Total | | 17,639 | 18,554 | 915 | 83,243 | 74,216 | (9,027) | 112% | 222,652 | 139,409 | 37% |
| Reimbursable jobs | | 8 | | | 29 | | | | | | |
| Construction in progress | | 0 | | | 56 | | | | | | |
| Total allocation | 6 | 17,646 | | | 83,327 | | | | | | |
| **WATER OPERATING FUND "DHS":** | | | | | | | | | | | |
| Pumping | B | 4,568 | 7,007 | 2,439 | 22,225 | 28,028 | 5,803 | 79% | 84,084 | 61,859 | 26% |
| Transmission and distribution | B | 7,178 | 10,619 | 3,441 | 41,514 | 42,476 | 962 | 98% | 127,428 | 85,914 | 33% |
| Customer accounts | B | 3,427 | 11,500 | 8,073 | 18,135 | 46,000 | 27,865 | 39% | 138,000 | 119,865 | 13% |
| Total | | 15,174 | 29,126 | 13,952 | 81,873 | 116,504 | 34,631 | 70% | 349,512 | 267,639 | 23% |
| Reimbursable jobs | | 154 | | | 959 | | | | | | |
| Construction in progress | | 1,473 | | | 5,635 | | | | | | |
| Total allocation | 6 | 16,801 | | | 88,467 | | | | | | |
| **WATER OPERATING FUND "IDE":** | | | | | | | | | | | |
| Pumping | C | 400 | 447 | 47 | 1,817 | 1,788 | (29) | 102% | 5,364 | 3,547 | 34% |
| Transmission and distribution | C | 45 | 678 | 633 | 2,089 | 2,712 | 623 | 77% | 8,136 | 6,047 | 26% |
| Customer accounts | C | 0 | 725 | 725 | 39 | 2,900 | 2,861 | 1% | 8,700 | 8,661 | 0% |
| Total | | 445 | 1,850 | 1,405 | 3,945 | 7,400 | 3,455 | 53% | 22,200 | 18,255 | 18% |
| Reimbursable jobs | | 0 | | | 0 | | | | | | |
| Construction in progress | | 0 | | | 0 | | | | | | |
| Total allocation | 6 | 445 | | | 3,945 | | | | | | |
| **SEWER OPERATING FUND:** | | | | | | | | | | | |
| Collection | **D** | 2,280 | 3,016 | 736 | 8,862 | 12,064 | 3,202 | 73% | 36,192 | 27,330 | 24% |
| Treatment | **D** | 5,920 | 8,109 | 2,189 | 27,876 | 32,436 | 4,560 | 86% | 97,308 | 69,432 | 29% |
| Disposal | **D** | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Total | | 8,200 | 11,125 | 2,925 | 36,738 | 44,500 | 7,762 | 83% | 133,500 | 96,762 | 28% |
| Reimbursable jobs | | 44 | | | 235 | | | | | | |
| Construction in progress | | 109 | | | 559 | | | | | | |
| Total allocation | 6 | 8,352 | | | 37,532 | | | | | | |
| **TOTAL BENEFIT PAY** | 6 | 43,244 | | | 213,270 | | | | | | |

MISSION SPRINGS WATER DISTRICT
COMBINED FUNDS
FRINGE BENEFIT ALLOCATION
JULY 1, 2020 TO OCTOBER 31, 2020

SCHEDULE 4

| | SEE SCF | CURRENT MONTH ACTUAL | CURRENT MONTH BUDGET | CURRENT MONTH FAVORABLE (UNFAVORABLE) VARIANCE | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | YEAR TO DATE FAVORABLE (UNFAVORABLE) VARIANCE AMOUNT | PERCENT USED OF YEAR TO DATE BUDGET | 2020-2021 ADOPTED BUDGET TOTAL | 2020-2021 ADOPTED BUDGET REMAINING AMOUNT | 2020-2021 ADOPTED BUDGET 33% USED |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **GENERAL OPERATING FUND:** | | | | | | | | | | | |
| Customer accounts | E | 15,472 | 2,638 | (12,834) | 59,325 | 10,552 | (48,773) | 562% | 31,656 | 27,669 | 187% |
| Buildings and grounds | E | 257 | 637 | 380 | 948 | 2,548 | 1,600 | 37% | 7,644 | (6,696) | 12% |
| Vehicle maintenance | E | 566 | 956 | 390 | 2,150 | 3,824 | 1,675 | 56% | 11,472 | (9,323) | 19% |
| Administration | E | 44,522 | 46,461 | 1,939 | 165,829 | 185,844 | 20,015 | 89% | 557,542 | (391,713) | 30% |
| Board of directors | E | 136 | 3,065 | 2,929 | 537 | 12,260 | 11,723 | 4% | 36,780 | (36,243) | 1% |
| Public affairs | E | 2,950 | 2,793 | (157) | 12,886 | 11,172 | (1,714) | 115% | 33,516 | (20,630) | 38% |
| Human resources | E | 4,592 | 4,813 | 221 | 17,615 | 19,252 | 1,637 | 91% | 57,756 | (40,141) | 30% |
| Engineering and planning | E | 8,523 | 6,154 | (2,369) | 43,956 | 24,616 | (19,340) | 179% | 73,848 | (29,892) | 60% |
| Accounting | E | 6,666 | 9,010 | 2,344 | 27,565 | 36,040 | 8,475 | 76% | 108,120 | (80,555) | 25% |
| Total | | 83,685 | 76,527 | (7,158) | 330,811 | 306,108 | (24,703) | 108% | 918,334 | (587,523) | 36% |
| Reimbursable jobs | | 32 | | | 98 | | | | | | |
| Construction in progress | | 0 | | | 213 | | | | | | |
| Total allocation | 6 | 83,717 | | | 331,122 | | | | | | |
| **WATER OPERATING FUND "DHS":** | | | | | | | | | | | |
| Pumping | B | 16,168 | 19,371 | 3,203 | 65,267 | 77,484 | 12,217 | 84% | 232,452 | (167,185) | 28% |
| Transmission and distribution | B | 23,601 | 27,392 | 3,791 | 104,136 | 109,568 | 5,432 | 95% | 328,704 | (224,568) | 32% |
| Customer accounts | B | 12,323 | 30,348 | 18,026 | 54,067 | 121,392 | 67,325 | 45% | 364,176 | (310,109) | 15% |
| Total | | 52,092 | 77,111 | 25,019 | 223,469 | 308,444 | 84,975 | 72% | 925,332 | (701,863) | 24% |
| Reimbursable jobs | | 516 | | | 2,774 | | | | | | |
| Construction in progress | | 5,237 | | | 16,203 | | | | | | |
| Total allocation | 6 | 57,844 | | | 242,446 | | | | | | |
| **WATER OPERATING FUND "IDE":** | | | | | | | | | | | |
| Pumping | C | 1,525 | 1,236 | (289) | 5,876 | 4,944 | (932) | 119% | 14,832 | (8,956) | 40% |
| Transmission and distribution | C | 197 | 1,748 | 1,551 | 5,538 | 6,992 | 1,454 | 79% | 20,976 | (15,438) | 26% |
| Customer accounts | C | 0 | 1,909 | 1,909 | 89 | 7,636 | 7,547 | 1% | 22,908 | (22,819) | 0% |
| Total | | 1,722 | 4,893 | 3,171 | 11,503 | 19,572 | 8,069 | 59% | 58,716 | (47,213) | 20% |
| Reimbursable jobs | | 0 | | | 0 | | | | | | |
| Construction in progress | | 0 | | | 0 | | | | | | |
| Total allocation | 6 | 1,722 | | | 11,503 | | | | | | |
| **SEWER OPERATING FUND:** | | | | | | | | | | | |
| Collection | D | 8,481 | 7,833 | (648) | 25,493 | 31,332 | 5,839 | 81% | 93,996 | (68,503) | 27% |
| Treatment | D | 24,122 | 25,389 | 1,267 | 94,962 | 101,556 | 6,594 | 94% | 304,668 | (209,706) | 31% |
| Disposal | D | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Total | | 32,604 | 33,222 | 618 | 120,454 | 132,888 | 12,434 | 91% | 398,664 | (278,210) | 30% |
| Reimbursable jobs | | 290 | | | 1,261 | | | | | | |
| Construction in progress | | 463 | | | 1,930 | | | | | | |
| Total allocation | 6 | 33,356 | | | 123,644 | | | | | | |
| **TOTAL FRINGE BENEFITS** | 6 | 176,639 | | | 708,716 | | | | | | |

MISSION SPRINGS WATER DISTRICT
COMBINED FUNDS
EMPLOYEE BENEFITS
JULY 1, 2020 TO OCTOBER 31, 2020

SCHEDULE 6

| | SEE SCH | CURRENT MONTH ACTUAL | CURRENT MONTH BUDGET | CURRENT MONTH FAVORABLE (UNFAVORABLE) VARIANCE | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | FAVORABLE (UNFAVORABLE) VARIANCE AMOUNT | PERCENT USED OF YEAR TO DATE BUDGET | 2020-2021 ADOPTED BUDGET TOTAL | REMAINING AMOUNT | 33% USED |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **BENEFIT PAY:** | | | | | | | | | | | |
| Sick leave | | 16,338 | 16,338 | 0 | 65,352 | 65,352 | 0 | 100% | 196,056 | 130,704 | 33% |
| W.C.I. injuries | | 0 | 208 | 208 | 0 | 832 | 832 | 0% | 2,496 | 2,496 | 0% |
| Vacation | | 23,822 | 23,822 | 0 | 95,288 | 95,288 | 0 | 100% | 285,864 | 190,576 | 33% |
| Bereavement | | 0 | 417 | 417 | 885 | 1,668 | 783 | 53% | 5,004 | 4,119 | 18% |
| Holidays | | 0 | 16,813 | 16,813 | 30,526 | 67,252 | 36,726 | 45% | 201,756 | 171,230 | 15% |
| Optional Holiday | | 2,803 | 4,585 | 1,782 | 20,749 | 18,340 | (2,409) | 113% | 55,020 | 34,271 | 38% |
| Jury duty | | 282 | 150 | (132) | 470 | 600 | 130 | 78% | 1,800 | 1,330 | 26% |
| Military pay | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Reimbursements | | 0 | 42 | 42 | 0 | 168 | 168 | 0% | 504 | 504 | 0% |
| Total to allocate | | 43,244 | 62,375 | 19,131 | 213,270 | 249,500 | 36,230 | 85% | 748,500 | 535,230 | 28% |
| **Allocations:** | | | | | | | | | | | |
| General operating fund | 5 | 17,646 | | | 83,327 | | | | | | |
| Water operating fund "DHS" | 5 | 16,801 | | | 88,467 | | | | | | |
| Water operating fund "IDE" | 5 | 445 | | | 3,945 | | | | | | |
| Sewer operating fund | 5 | 8,352 | | | 37,532 | | | | | | |
| Total allocations | | 43,244 | 0 | | 213,270 | 0 | | | | | |
| **Direct labor** | | 346,885 | | | 1,303,750 | | | | 3,454,106 | | 38% |
| **Benefit pay percent** | | 12% | | | 16% | | | | 22% | | |
| **FRINGE BENEFITS:** | | | | | | | | | | | |
| Health insurance | | 83,419 | 88,878 | 5,459 | 331,378 | 355,512 | 24,134 | 93% | 1,066,536 | 735,158 | 31% |
| Dental insurance | | 4,208 | 4,514 | 306 | 16,774 | 18,056 | 1,282 | 93% | 54,168 | 37,394 | 31% |
| Eye care insurance | | 901 | 929 | 28 | 3,429 | 3,716 | 287 | 92% | 11,148 | 7,719 | 31% |
| Life insurance | | 1,705 | 3,019 | 1,314 | 6,738 | 12,076 | 5,338 | 56% | 36,228 | 29,490 | 19% |
| Weekly income & LTD | | 1,412 | 770 | (642) | 5,579 | 3,080 | (2,499) | 181% | 9,240 | 3,661 | 60% |
| Retiree's insurance | | 0 | 1,860 | 1,860 | 0 | 7,440 | 7,440 | 0% | 22,320 | 22,320 | 0% |
| Federal payroll taxes | | 24,594 | 28,297 | 3,703 | 103,031 | 113,188 | 10,157 | 91% | 339,564 | 236,533 | 30% |
| State payroll taxes | | 38 | 715 | 677 | 430 | 2,860 | 2,430 | 15% | 8,580 | 8,150 | 5% |
| Worker compensation insurance | | 6,600 | 10,385 | 3,785 | 26,398 | 41,540 | 15,142 | 64% | 124,620 | 98,222 | 21% |
| Retirement | | 53,362 | 56,442 | 3,080 | 212,859 | 226,768 | 13,909 | 94% | 681,504 | 468,645 | 31% |
| Retirement professional fees | | 400 | 525 | 125 | 2,100 | 1,100 | (1,000) | 191% | 2,100 | 0 | 100% |
| Boots and footwear | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Uniforms | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Safety and performance | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Picnic | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0 | 0% |
| Total to allocate | | 176,639 | 196,334 | 19,695 | 708,716 | 785,336 | 76,620 | 90% | 2,356,008 | 1,647,292 | 30% |
| **Allocations:** | | | | | | | | | | | |
| General operating fund | 4 | 83,717 | | | 331,122 | | | | | | |
| Water operating fund "DHS" | 4 | 57,844 | | | 242,446 | | | | | | |
| Water operating fund "IDE" | 4 | 1,722 | | | 11,503 | | | | | | |
| Sewer operating fund | 4 | 33,356 | | | 123,644 | | | | | | |
| Total allocations | | 176,639 | 0 | | 708,716 | 0 | | | | | |
| **Direct labor** | | 346,885 | | | 1,303,750 | | | | 3,454,106 | | |
| **Fringe benefit percent** | | 51% | | | 54% | | | | 68% | | |
| **Total employee benefits** | | 219,883 | | | 921,986 | | | | 3,104,508 | | |
| **Direct labor** | | 346,885 | | | 1,303,750 | | | | 3,454,106 | | 38% |
| **Employee benefits percent** | | 63% | | | 71% | | | | 90% | | |

MISSION SPRINGS WATER DISTRICT
COMBINED FUNDS
CASH AND INVESTMENTS
OCTOBER 31, 2020

SCHEDULE F

| | SEE SCH | WATER DISTRICT "DHS" | WATER DISTRICT "IDE" | SEWER DISTRICT | GENERAL DISTRICT | COMBINED DISTRICTS |
|---|---|---|---|---|---|---|
| **UNRESTRICTED ASSETS - CASH:** | | | | | | |
| Change fund and petty cash | | | | | 1,100 | 1,100 |
| Checking - Wells Fargo Bank | | 978,615 | 6,327 | 963,612 | 984,554 | 2,933,107 |
| Total | A | 978,615 | 6,327 | 963,612 | 985,654 | 2,934,207 |
| **RESTRICTED ASSETS - CASH:** | | | | | | |
| **Externally Restricted:** | | | | | | |
| **Assessment Districts / Grants** | | | | | | |
| Checking - Wells Fargo Bank | | 106 | | 21,146 | | 21,252 |
| Escrow account - CVWD Prop #84 | | | | 0 | | 0 |
| AD 12 CSWRCB SRF DEBT SERV RESERVE | | | | 311,861 | | 311,861 |
| **Internally Restricted:** | | | | | | |
| **Catastrophic Loss Reserve Fund** | | | | | | |
| Investment Trust of California (CalTrust) | | | | | 500,000 | 500,000 |
| **Self-Insurance Reserve Fund** | | | | | | |
| Investment Trust of California (CalTrust)-MM.#191, 12/82 | | | | | 150,000 | 150,000 |
| **Capital Reserve Fund** | | | | | | |
| Investment Trust of California (CalTrust) | | | | | | |
| - MM#95-20, 95-10, 95-21, 6/95 | | 20,595,267 | 649,229 | 11,848,480 | 2,459,677 | 35,552,653 |
| **Financial Assistance Fund** | | | | | | |
| Investment Trust of California (CalTrust) | | 0 | 0 | 71,241 | 0 | 71,241 |
| **Capital Improvements** | | | | | | |
| Investment Trust of California (CalTrust) | | (5,912,341) | (4,280,868) | (431,261) | 5,038,167 | (5,586,304) |
| Net Capital Reserves | | 14,682,926 | (3,631,640) | 11,488,460 | 7,497,844 | 30,037,590 |
| **TOTAL RESTRICTED ASSETS** | A | 14,683,032 | (3,631,640) | 11,821,467 | 8,147,844 | 31,020,703 |
| **TOTAL CASH IN CUSTODY OF M.S.W.D.** | CASH FLOW | 15,661,647 | (3,625,313) | 12,785,079 | 9,133,498 | 33,954,911 |
| **INTEREST EARNED: (CalTrust)** | | | | | | |
| July-20 | 0.09% | 12,229 | (3,188) | 10,905 | 7,780 | 27,726 |
| August-20 | 0.08% | 11,814 | (3,023) | 10,517 | 6,853 | 26,162 |
| September-20 | 0.08% | 10,878 | (2,763) | 9,279 | 6,290 | 23,684 |
| October-20 | 0.07% | 10,334 | (2,585) | 8,426 | 5,887 | 22,062 |
| November-20 | 0.00% | - | - | - | - | - |
| December-20 | 0.00% | - | - | - | - | - |
| January-21 | 0.00% | - | - | - | - | - |
| February-21 | 0.00% | - | - | - | - | - |
| March-21 | 0.00% | - | - | - | - | - |
| April-21 | 0.00% | - | - | - | - | - |
| May-21 | 0.00% | - | - | - | - | - |
| June-21 | 0.00% | - | - | - | - | - |
| **TOTAL** | | 45,255 | (11,559) | 39,127 | 26,811 | 99,634 |

# Total Cash In Custody of MSWD

