



## **AGENDA**

### **REGULAR MEETING OF THE BOARD OF DIRECTORS LA PUENTE VALLEY COUNTY WATER DISTRICT 112 N. FIRST STREET, LA PUENTE, CALIFORNIA MONDAY, JANUARY 13, 2020 AT 5:30 PM**

#### **1. CALL TO ORDER**

#### **2. PLEDGE OF ALLEGIANCE**

#### **3. ROLL CALL OF BOARD OF DIRECTORS**

President Escalera \_\_\_\_\_ Vice President Hernandez \_\_\_\_\_ Director Barajas \_\_\_\_\_  
Director Hastings \_\_\_\_\_ Director Rojas \_\_\_\_\_

#### **4. PUBLIC COMMENT**

Anyone wishing to discuss items on the agenda or pertaining to the District may do so now. The Board may allow additional input during the meeting. A five-minute limit on remarks is requested.

#### **5. ADOPTION OF AGENDA**

Each item on the Agenda shall be deemed to include an appropriate motion, resolution or ordinance to take action on any item. Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review at the District office, located at the address listed above.

#### **6. REORGANIZATION OF THE BOARD OF DIRECTORS**

- A. President
- B. Vice President

#### **7. APPROVAL OF CONSENT CALENDAR**

There will be no separate discussion of Consent Calendar items as they are considered to be routine by the Board of Directors and will be adopted by one motion. If a member of the Board, staff, or public requests discussion on a particular item, that item will be removed from the Consent Calendar and considered separately.

- A. Approval of Minutes of the Regular Meeting of the Board of Directors held on December 16, 2019.
- B. Approval of District Expenses for the Month of December 2019.
- C. Approval of City of Industry Waterworks System Expenses for the Month of December 2019.
- D. Receive and File the District's Water Sales Report for December 2019.

- E. Receive and File the City of Industry Waterworks System's Water Sales Report for December 2019.
- F. Receive and File the Water Production and Conservation Report for December 2019.

## 8. ACTION / DISCUSSION ITEMS

- A. Approval of Attendance of Upcoming Conferences and Meetings.  
**Recommendation:** Board Discretion.
- B. Discussion Regarding Current Ad Hoc Committee Assignments.  
**Recommendation:** Board Discretion.
- C. Consideration of Proposal from Tri County Pump Company for the Setup and Rental of Water Capture Tanks at the District's Groundwater Treatment Plant.  
**Recommendation:** Authorize the General Manager to Proceed with the Work as Specified in the Proposal from Tri County Pump Company for a not to Exceed Amount of \$20,000.
- D. Consideration to Lease 300 Acre-Feet of Main San Gabriel Groundwater Production Rights to the Industry Public Utilities.  
**Recommendation:** Authorize the General Manager to Enter into a Lease Agreement with the Industry Public Utilities for 300 Acre-Feet of 2019-20, Main San Gabriel Basin Groundwater Production Rights.
- E. Consideration to Lease 300 Acre-Feet of Groundwater Production Rights to San Gabriel County Water District.  
**Recommendation:** Authorize the General Manager to Lease 300 Acre-Feet of 2019-20, Main San Gabriel Basin Groundwater Production Rights to San Gabriel County Water District.
- F. Consideration to Lease 200 Acre-Feet of Groundwater Production Rights to Valley County Water District.  
**Recommendation:** Authorize the General Manager to Lease 200 Acre-Feet of 2019-20, Main San Gabriel Basin Groundwater Production Rights to Valley County Water District.
- G. Consideration of Investments of the District's Reserve Funds.  
**Recommendation:** Approve the Transfer of \$700,000 of the District Reserve Funds from the District's Local Agency Investment Fund (LAIF) Account to the District's Checking Account.
- H. Consideration of License Agreement Between the District and the City of Industry for Use of the City's Property Located at Northwest Corner of Parriott Place and Don Julian Road, City of Industry, CA 91744, (APN) 8208-027-918.  
**Recommendation:** Approve the License Agreement.

**9. GENERAL MANAGER’S REPORT**

**10. OTHER ITEMS**

- A. Upcoming Events.
- B. Information Items.

**11. ATTORNEY’S COMMENTS**

**12. BOARD MEMBER COMMENTS**

- A. Report on Events Attended.
- B. Other Comments.

**13. CLOSED SESSION**

Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8.

Property Location: 15559 Rausch Road, City of Industry, CA.

District Negotiator: Greg B. Galindo

Negotiating Parties: La Puente Valley County Water District and the City of Industry

Property Owner: City of Industry

Under Negotiation: Potential Property Lease – Payment Terms

**14. REPORT ON CLOSED SESSION**

**15. FUTURE AGENDA ITEMS**

**16. ADJOURNMENT**

**POSTED:** Friday, January 10, 2020

President John P. Escalera, Presiding.

Any qualified person with a disability may request a disability-related accommodation as needed to participate fully in this public meeting. In order to make such a request, please contact Mr. Greg Galindo, Board Secretary, at (626) 330-2126 in sufficient time prior to the meeting to make the necessary arrangements.

**Note:** Agenda materials are available for public inspection at the District office or visit the District’s website at [www.lapuentewater.com](http://www.lapuentewater.com).



**MINUTES OF THE REGULAR MEETING OF  
THE BOARD OF DIRECTORS OF THE  
LA PUENTE VALLEY COUNTY WATER DISTRICT  
FOR MONDAY, DECEMBER 16, 2019 AT 5:30 PM**

**1. CALL TO ORDER**

President Escalera called the meeting to order at 5:32 p.m.

**2. PLEDGE OF ALLEGIANCE**

President Escalera led the meeting in the Pledge of Allegiance.

**3. ROLL CALL OF THE BOARD OF DIRECTORS**

President Escalera	Vice President Hernandez	Director Barajas	Director Hastings	Director Rojas
Present	Present	Present	Absent	Absent

**OTHERS PRESENT**

**Staff and Counsel:** General Manager & Board Secretary, Greg Galindo; Office Manager, Gina Herrera; Customer Service & Accounting Clerk, Vanessa Koyama and District Counsel, Andy Turner.

**Public:** Cindy Byerrum of Platinum Consulting (District Consultant).

**4. PUBLIC COMMENTS**

There were no comments from the public.

**5. ADOPTION OF AGENDA**

Motion: Adopt Agenda as Presented.

1st: Vice President Hernandez

2nd: Director Barajas

	<b>Escalera</b>	<b>Hernandez</b>	<b>Barajas</b>	<b>Hastings</b>	<b>Rojas</b>
<b>Vote</b>	Yes	Yes	Yes	Absent	Absent

Motion carried by a vote of: 3 Yes, 0 No, 0 Abstain, 2 Absent.

**6. APPROVAL OF CONSENT CALENDAR**

Motion: Approve Consent Calendar as Presented.

1st: President Escalera

2nd: Vice President Hernandez

## La Puente Water District December 2019 Disbursements

Check #	Payee	Amount	Description
7332	Auerbach Hacienda Valley LLC	\$ 2,128.61	Developer Deposits:15495 Valley Blvd
7334	Backgrounds Online	\$ 105.50	Administrative Support
7335	CCSInteractive	\$ 54.40	Monthly Website Hosting
7336	Cell Business Equipment	\$ 88.92	Office Expense
7337	Coverall North America Inc	\$ 255.00	Cleaning Service
7338	Doty Bros Equipment Co	\$ 723.04	Welding Expense
7339	Ferguson Waterworks	\$ 4,615.43	Meter Expense
7340	Geosyntec Consultants	\$ 26,669.81	Nitrate Study
7341	Highroad IT	\$ 402.00	Technical Support
7342	Hunter Electric	\$ 523.20	Booster Maintenance
7343	InfoSend	\$ 150.00	Billing Expense
7344	Jack Henry & Associates	\$ 73.00	Web E-Check Fee's
7345	Merritt's Hardware	\$ 923.72	Field Supplies
7346	Merritt's Hardware	\$ 98.84	Field Supplies
7347	MJM Communications & Fire	\$ 489.00	Security Monitoring
7348	Platinum Consulting Group	\$ 392.55	Administrative Support
7349	S & J Supply Co Inc	\$ 2,633.22	Field Supplies - Inventory
7350	SC Edison	\$ 5,439.83	Power Expense
7351	Stetson Engineers Inc	\$ 9,845.75	Nitrate Study
7352	Sunbelt Rentals	\$ 876.19	Equipment Rental
7353	Tri County Pump Company	\$ 128,919.88	Well 5 Improvement Project
7354	Underground Service Alert	\$ 76.95	Line Notifications
7355	Verizon Wireless	\$ 405.08	Cellular Service
7356	Verizon Wireless	\$ 76.02	Cellular Service
7357	Weck Laboratories Inc	\$ 89.00	Water Sampling
7358	Western Water Works	\$ 312.87	Field Supplies
7359	SC Edison	\$ 25,641.92	Power Expense
7360	Verizon Wireless	\$ 76.02	Cellular Service
7361	Waste Management of SG Valley	\$ 206.22	Trash Service
7362	Petty Cash	\$ 115.88	Office/Field Expense
7363	Miguel A Molina	\$ 164.22	Uniform Expense
7364	Dragon Fire Protection	\$ 436.46	Fire Extinguisher Maintenance
7365	Eurofins Eaton Analytical Inc	\$ 360.00	Water Sampling
7366	Evoqua	\$ 24,124.07	Resin Changeout
7367	Konecranes	\$ 3,754.97	UV Maintenance
7368	Northstar Chemical	\$ 5,171.20	Chemicals Expense
7369	R C Foster Corporation	\$ 1,952.64	Carbon Changeout Expense
7370	USA BlueBook	\$ 466.20	Field Supplies
7371	Weck Laboratories Inc	\$ 2,547.50	Water Sampling
7372	Weck Laboratories Inc	\$ 3,325.50	Water Sampling
7373	William D Clark	\$ 127.51	Uniform Expense
7374	TLM Petro Labor Force Inc	\$ 1,373.24	Construction Meter Refund
7375	AMS Paving	\$ 1,396.06	Construction Meter Refund
7376	Cam Lien	\$ 43.28	Customer Overpayment Refund

## La Puente Water District December 2019 Disbursements - continued

Check #	Payee	Amount	Description
7377	Answering Service Care	\$ 94.58	Answering Service
7378	CA-NV Section AWWA	\$ 80.00	Cross-Connection Renewal - Ortiz
7379	CalPERS	\$ 25,000.00	Unfunded Acruar Liability
7380	Chevron	\$ 2,618.05	Truck Fuel
7381	Doty Bros Equipment Co	\$ 14,938.00	Valve Replacement
7382	Ed Butts Ford	\$ 1,201.25	Truck Maintenance
7383	Fedak & Brown LLP	\$ 3,510.00	Audit Expense
7384	InfoSend	\$ 900.25	Billing Expense
7385	Jesse's Auto Repair Inc	\$ 80.00	Truck Maintenance
7386	Lagerlof, Senecal, Gosney & Kruse	\$ 2,674.00	Attorney Fee's
7387	Peck Road Gravel	\$ 210.00	Asphalt & Concrete Disposal
7388	Red Wing Shoes	\$ 273.99	Boot Allowance
7389	S & J Supply Co Inc	\$ 5,744.35	Field Supplies - Inventory
7390	SC Edison	\$ 106.12	Power Expense
7391	SoCal SCADA Solutions LLC	\$ 3,860.00	SCADA Maintenance
7392	Sonsray Machinery	\$ 358.69	Equipment Maintenance
7393	Superior Laundry - Laundry Up	\$ 357.39	Uniform Cleaning Service
7394	Time Warner Cable	\$ 282.89	Telephone Service
7395	Valley Vista Services	\$ 324.16	Trash Service
7396	Weck Laboratories Inc	\$ 114.50	Water Sampling
7397	So Cal Water Utilities Association	\$ 280.00	Seminar Expenses
7398	Baldwin Park FARP	\$ 60.00	Security Monitoring
7399	Time Warner Cable	\$ 642.28	Telephone Service
7400	Henry P Hernandez	\$ 544.99	ACWA 2019 Fall Conference Expenses
7401	Bank of America-Visa	\$ 975.11	Conference & Administrative Expenses
7402	Citi Cards	\$ 3,369.61	Conference & Administrative Expenses
7403	Concentra	\$ 152.00	Employee Screening
7404	Ferguson Enterprises Inc #1350	\$ 5.76	Field Supplies
7405	Hunter Electric	\$ 3,554.96	Booster Maintenance
7406	Industry Tire Service Inc	\$ 25.00	Truck Maintenance
7407	Jack Henry & Associates	\$ 40.75	Web E-Check Fee's
7408	McCalls Meter Sales & Service	\$ 555.33	Meter Maintenance
7409	Morrow Meadows Corp	\$ 2,382.36	Booster Maintenance
7410	Peck Road Gravel	\$ 70.00	Asphalt & Concrete Disposal
7411	Public Water Agency Group	\$ 323.07	Attorney Fee's
7412	S & J Supply Co Inc	\$ 752.67	Field Supplies - Inventory
7413	San Gabriel Valley Water Company	\$ 285.34	Water Service @ Treatment Plant
7415	Time Warner Cable	\$ 307.09	Telephone Service
7416	Tri County Pump Company	\$ 7,212.10	Booster Maintenance
7417	Weck Laboratories Inc	\$ 141.00	Water Sampling
7418	Western Water Works	\$ 427.35	Field Supplies - Inventory
7419	Northstar Chemical	\$ 2,939.20	Chemicals Expense
7420	State Water Resource Control Board	\$ 12,147.85	Water System Annual Fee's
7421	Industry Tire Service Inc	\$ 18.00	Truck Maintenance

## La Puente Water District December 2019 Disbursements - continued

Check #	Payee	Amount	Description
7422	Jiffy Lube My Fleet Center	\$ 118.34	Truck Maintenance
7423	Staples	\$ 89.83	Office Supplies
7424	Verizon Wireless	\$ 76.02	Cellular Service
7425	Verizon Wireless	\$ 402.71	Cellular Service
7426	Weck Laboratories Inc	\$ 399.00	Water Sampling
7427	Western Water Works	\$ 133.66	Field Supplies
7428	SC Edison	\$ 24,237.85	Power Expense
7429	Verizon Wireless	\$ 76.02	Cellular Service
7430	Industry Public Utilites	\$ 120.56	Web Payment
7431	Industry Public Utilites	\$ 217.20	Web Payment
7432	Miguel A Molina	\$ 113.49	Boot Allowance
Online	Home Depot	\$ 27.23	Field Supplies
Autodeduct	Bluefin Payment Systems	\$ 525.46	Web Merchant Fee's
Autodeduct	Wells Fargo	\$ 418.76	Bank Fee's
Autodeduct	Wells Fargo	\$ 147.43	Merchant Fee's
Autodeduct	First Data Global Leasing	\$ 44.00	Credit Card Machine Lease
Online	Lincoln Financial Group	\$ 3,480.00	Deferred Comp
Online	CalPERS	\$ 12,459.98	Retirement Program
Online	Employment Development Dept	\$ 4,460.46	California State & Unemployment Taxes
Online	United States Treasury	\$ 25,779.54	Federal, Social Security & Medicare Taxes
<b>Total Payables</b>		<b>\$ 430,918.28</b>	

**La Puente Valley County Water District**  
**Payroll Summary**  
**December 2019**

	<b>December 2019</b>
Employee Wages, Taxes and Adjustments	
Gross Pay	
Total Gross Pay	117,330.72
Deductions from Gross Pay	
Total Deductions from Gross Pay	-4,260.94
Adjusted Gross Pay	113,069.78
Taxes Withheld	
Federal Withholding	-9,883.00
Medicare Employee	-1,703.52
Social Security Employee	-6,244.75
CA - Withholding	-4,366.87
Medicare Employee Addl Tax	0.00
Total Taxes Withheld	-22,198.14
<b>Net Pay</b>	<b>90,871.64</b>
Employer Taxes and Contributions	
Medicare Company	1,703.52
Social Security Company	6,244.75
CA - Unemployment	88.09
CA - Employment Training Tax	5.50
Total Employer Taxes and Contributions	8,194.86



## La Puente Water District December 2019 Disbursements

Total Vendor Payables	<u>\$ 430,918.28</u>
Total Payroll	<u>\$ 90,871.64</u>
Total December 2019 Disbursements	<u>\$ 521,789.92</u>

## Invoice No. 4- 2019-12

January 1, 2020

BPOU Project Committee Members

RE: BPOU O & M Expense Reimbursement Summary



The following cost breakdown represents O & M expenses incurred by the LPVCWD for the month of December 2019.

<u>BPOU Acct No.</u>	<u>Description</u>	<u>Invoice No.</u>	<u>Vendor</u>	<u>Amount</u>	<u>Subtotal</u>
LP.02.01.01.00	Power	2-15-629-6188	SC Edison	\$17,712.08	
		2-03-187-2179	SC Edison	\$ 6,525.77	\$ 24,237.85
LP.02.01.02.00	Labor Costs	Dec-19	LPVCWD	\$22,543.93	\$ 22,543.93
LP.02.01.05.00	Transportation	Dec-19	LPVCWD - 1369 miles @ .58	\$ 794.02	\$ 794.02
LP .02.01.07.00	Water Testing	L0486466	Eurofins	\$ 40.00	
		L0487242	Eurofins	\$ 80.00	
		L0484904	Eurofins	\$ 80.00	
		L0484905	Eurofins	\$ 40.00	
		L0488298	Eurofins	\$ 80.00	
		L0489162	Eurofins	\$ 80.00	
		W0A0030	Weck Labs	\$ 87.00	
		W0A0033	Weck Labs	\$ 350.00	
		W0A0144	Weck Labs	\$ 149.00	
		W0A0161	Weck Labs	\$ 149.00	
		W0A0286	Weck Labs	\$ 190.75	
		W9L0313	Weck Labs	\$ 159.00	
		W9L0418	Weck Labs	\$ 180.00	
		W9L0529	Weck Labs	\$ 190.75	
		W9L0530	Weck Labs	\$ 219.00	
		W9L0839	Weck Labs	\$ 87.00	
		W9L0841	Weck Labs	\$ 1,067.14	
		W9L1220	Weck Labs	\$ 190.75	
		W9L1267	Weck Labs	\$ 87.00	
		W9L1506	Weck Labs	\$ 278.00	
		W9L1507	Weck Labs	\$ 278.00	
		W9L1508	Weck Labs	\$ 180.00	
		W9L1510	Weck Labs	\$ 610.00	
		W9L1511	Weck Labs	\$ 119.00	
		W9L1589	Weck Labs	\$ 190.75	
		W9L1871	Weck Labs	\$ 190.75	
		W9L1986	Weck Labs	\$ 180.00	\$ 5,532.89
LP.02.01.10.00	Operations Monitoring	348388	E&M Electric & Machinery Inc	\$ 2,796.75	
		2019005	So Cal SCADA	\$ 1,930.00	
		9462;12/19	Spectrum	\$ 342.28	
		2906;12/19	Spectrum	\$ 300.00	
		9844305623	Verizon	\$ 76.02	\$ 5,445.05
LP.02.01.12.00	Materials/Supplies				
LP.02.01.12.05	Hydrogen Peroxide	156586	Northstar Chemical	\$ 2,939.20	
		158809	Northstar Chemical	\$ 2,258.30	\$ 5,197.50
LP.02.01.12.06	Sodium Hypochlorite	158765	Northstar Chemical	\$ 1,680.27	
		160110	Northstar Chemical	\$ 1,819.07	\$ 3,499.34
LP.02.01.12.15	Other Expendables	11773513	HACH	\$ 1,477.90	
		9535779	Home Depot	\$ 32.81	
		6544442	Home Depot	\$ 5.45	\$ 1,516.16
LP.02.01.12.18	Ion Exchange Resin - Included Disposal	904285406	Evoqua	\$97,799.84	\$ 97,799.84
LP.02.01.12.17	Sulfuric Acid	158536	Northstar Chemical	\$ 2,059.05	\$ 2,059.05
LP.02.01.14.00	Repair/Replacement	1544227109	Konecranes	\$ 345.00	
		SLS/10290446	Trojan UV	\$ 625.00	
		80239	USA Bluebook	\$ 266.77	\$ 1,236.77
LP.02.01.15.00	Contractor Labor	SLS/10288456	Trojan UV	\$26,000.00	\$ 26,000.00
LP.02.01.80.00	Other O & M	59569	BP False Alarm Reduction Program	\$ 60.00	
		20646	Highroad Technology	\$ 134.00	
		114-9479263	United Site Services	\$ 402.15	
		0837640-2519-9	Waste Management	\$ 206.22	\$ 802.37
			Total Expenditures		\$ 196,664.77
			District Pumping Cost Deduction		\$ 14,573.22
			<b>Total O &amp; M</b>		<b>\$ 182,091.55</b>
			Total Capital Cost Reimbursable		\$ -
			<b>TOTAL COSTS REIMBURSABLE</b>		<b>\$ 182,091.55</b>

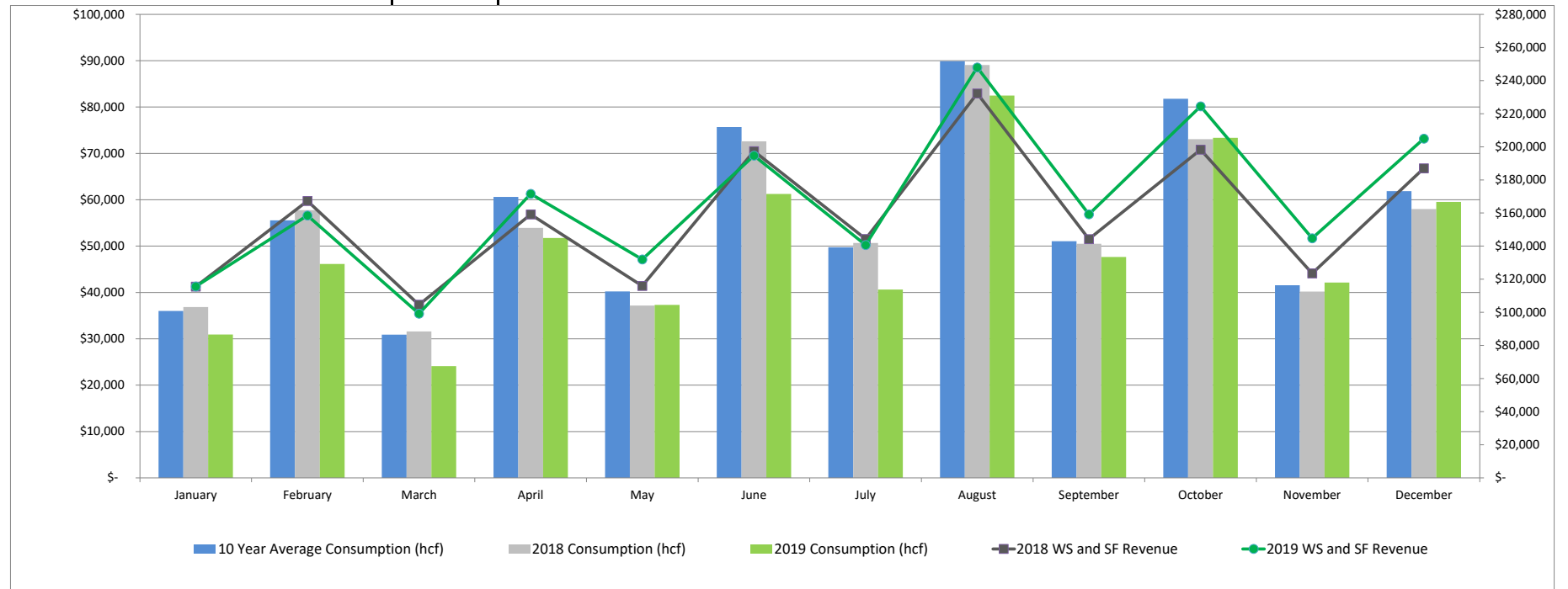
## Industry Public Utilities December 2019 Disbursements

Check #	Payee	Amount	Description
3842	CCSInteractive	\$ 13.60	Monthly Website Hosting
3843	Cell Business Equipment	\$ 88.91	Office Expense
3844	Highroad IT	\$ 268.00	Technical Support
3845	InfoSend	\$ 150.00	Billing Expense
3846	La Puente Valley County Water District	\$ 48,813.73	Labor Costs November 2019
3847	Platinum Consulting Group	\$ 1,773.71	Administrative Support
3848	Resource Building Materials	\$ 137.97	Field Supplies
3849	San Gabriel Valley Water Company	\$ 1,128.56	Purchased Water - Salt Lake
3850	SC Edison	\$ 8,535.54	Power Expense
3851	SoCal Gas	\$ 15.78	Gas Expense
3852	Underground Service Alert	\$ 76.94	Line Notifications
3853	Verizon Wireless	\$ 405.08	Cellular Service
3854	Verizon Wireless	\$ 76.02	Cellular Service
3855	Weck Laboratories Inc	\$ 107.50	Water Sampling
3856	Western Water Works	\$ 383.71	Field Supplies
3857	Answering Service Care	\$ 94.57	Answering Service
3858	Dragon Fire Protection	\$ 225.40	Fire Extinguisher Maintenance
3859	InfoSend	\$ 704.17	Billing Expense
3860	La Puente Valley County Water District	\$ 47,356.41	4th Quarter 2019 O&M Fee
3861	Peck Road Gravel	\$ 210.00	Asphalt & Concrete Disposal
3862	Resource Building Materials	\$ 79.75	Field Supplies
3863	SC Edison	\$ 2,010.96	Power Expense
3864	SoCal Gas	\$ 20.43	Gas Expense
3865	SoCal SCADA Solutions LLC	\$ 1,930.00	SCADA Maintenance
3866	Time Warner Cable	\$ 76.96	Telephone Service
3867	Time Warner Cable	\$ 282.88	Telephone Service
3868	Weck Laboratories Inc	\$ 230.00	Water Sampling
3869	La Puente Valley County Water District	\$ 209.38	Bank Fee's Reimbursement
3870	Peck Road Gravel	\$ 70.00	Asphalt & Concrete Disposal
3871	Raftelis Financial Consultants	\$ 2,742.50	Water Rate Study
3872	State Water Resource Control Board	\$ 9,895.60	Water System Annual Fee's
3873	Weck Laboratories Inc	\$ 122.50	Water Sampling
3874	Guoling Luo	\$ 126.88	Customer Overpayment Refund
3875	Francisco De Lavara	\$ 73.40	Customer Overpayment Refund
3876	Industry Public Utility Commission	\$ 941.31	Industry Hills Power Expense
3877	San Gabriel Valley Water Company	\$ 977.60	Purchased Water - Salt Lake
3878	Staples	\$ 89.83	Office Supplies
3879	Sunbelt Rentals	\$ 221.78	Equipment Rental
3880	Verizon Wireless	\$ 76.02	Cellular Service
3881	Verizon Wireless	\$ 402.71	Cellular Service
3882	Weck Laboratories Inc	\$ 107.50	Water Sampling
3883	Western Water Works	\$ 133.65	Field Supplies
3884	Petty Cash	\$ 11.42	Office Expense
Online	Home Depot	\$ 208.01	Field Supplies
Online	County of LA Dept of Public Works	\$ 550.00	Permit Fee's
Autodeduct	Bluefin Payment Systems	\$ 555.40	Web Merchant Fee's
Autodeduct	Wells Fargo Merchant Fee's	\$ 86.03	Merchant Fee's
Autodeduct	First Data Global Leasing	\$ 44.00	Credit Card Machine Lease - Monthly

**Total December 2019 Disbursements \$ 132,842.10**

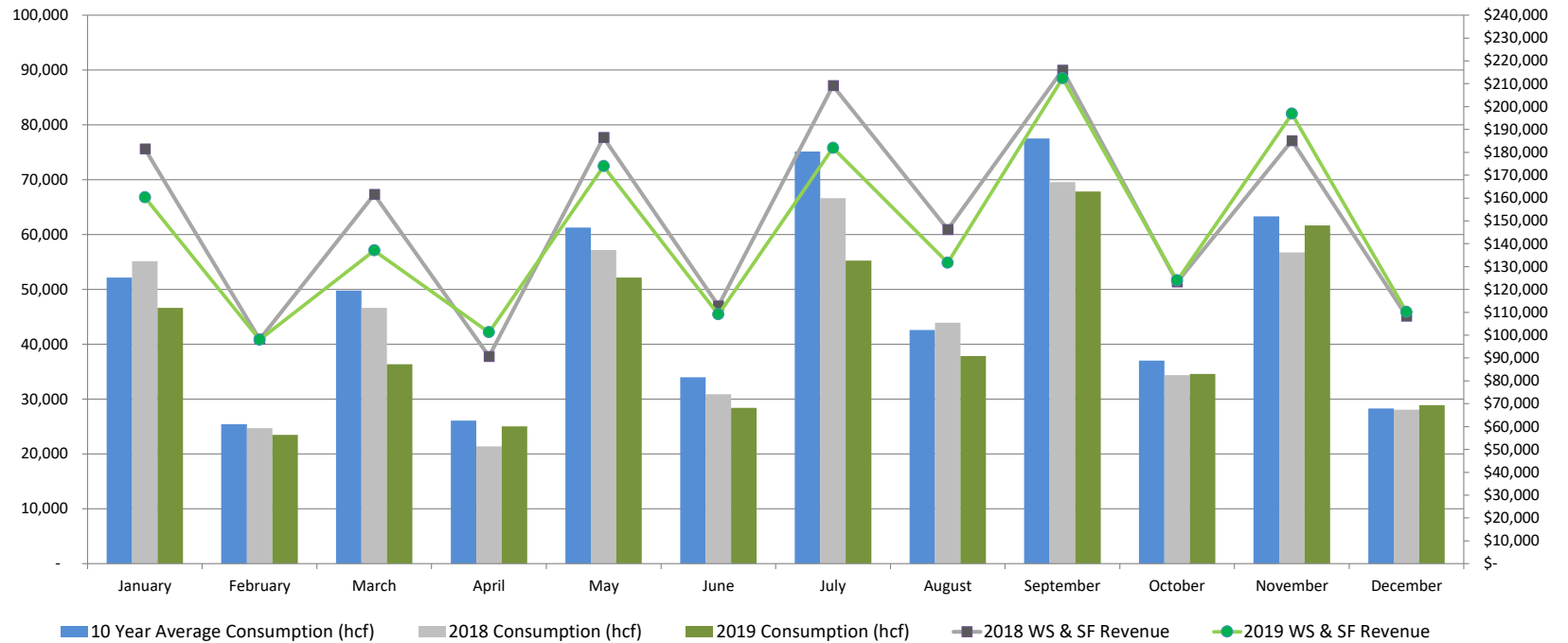
**WATER SALES REPORT LPVCWD 2019**

<b>LPVCWD</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>YTD</b>
<b>No. of Customers</b>	1,207	1,216	1,221	1,216	1,224	1,217	1,226	1,223	1,228	1,220	1,233	1,219	14,650
<b>2019 Consumption (hcf)</b>	30,923	46,152	24,105	51,751	37,307	61,263	40,622	82,473	47,666	73,372	42,125	59,523	597,282
<b>2018 Consumption (hcf)</b>	36,839	57,769	31,582	53,940	37,166	72,607	50,689	89,071	50,507	73,082	40,207	57,995	651,454
<b>10 Year Average Consumption (hcf)</b>	\$ 36,017	\$ 55,570	\$ 30,912	\$ 60,620	\$ 40,216	\$ 75,695	\$ 49,754	\$ 89,881	\$ 51,043	\$ 81,795	\$ 41,561	\$ 61,868	\$ 674,932
<b>2019 Water Sales</b>	\$ 65,872	\$ 99,793	\$ 49,373	\$ 112,591	\$ 81,601	\$ 135,597	\$ 90,296	\$ 187,941	\$ 108,273	\$ 164,349	\$ 93,779	\$ 140,375	\$ 1,329,838
<b>2018 Water Sales</b>	\$ 69,913	\$ 112,965	\$ 58,990	\$ 104,919	\$ 70,362	\$ 143,162	\$ 98,276	\$ 177,901	\$ 97,825	\$ 144,055	\$ 76,825	\$ 127,800	\$ 1,282,993
<b>2019 Service Fees</b>	\$ 49,766	\$ 58,668	\$ 49,865	\$ 59,032	\$ 50,396	\$ 59,065	\$ 50,376	\$ 60,011	\$ 50,936	\$ 60,127	\$ 50,962	\$ 64,547	\$ 663,752
<b>2018 Service Fees</b>	\$ 45,632	\$ 54,334	\$ 45,639	\$ 54,197	\$ 45,559	\$ 54,170	\$ 46,022	\$ 54,374	\$ 46,411	\$ 54,214	\$ 46,683	\$ 59,214	\$ 606,450
<b>2019 Hyd Fees</b>	\$ 950	\$ 950	\$ 950	\$ 700	\$ 950	\$ 700	\$ 950	\$ 700	\$ 950	\$ 700	\$ 950	\$ 700	\$ 10,150
<b>2019 DC Fees</b>	\$ 434	\$ 7,888	\$ 229	\$ 8,154	\$ 229	\$ 8,145	\$ 229	\$ 8,131	\$ 221	\$ 8,131	\$ 276	\$ 8,719	\$ 50,785
<b>2018 System Revenue</b>	\$ 117,022	\$ 167,298	\$ 100,417	\$ 180,477	\$ 133,175	\$ 203,507	\$ 141,850	\$ 256,783	\$ 160,380	\$ 233,307	\$ 145,967	\$ 214,340	\$ 2,054,525



**WATER SALES REPORT CIWS 2019**

<b>CIWS</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>YTD</b>
<b>No. of Customers</b>	958	893	967	893	967	892	965	890	963	891	964	892	11,135
<b>2019 Consumption (hcf)</b>	46,656	23,510	36,382	25,014	52,169	28,423	55,251	37,850	67,871	34,623	61,667	28,932	498,348
<b>2018 Consumption (hcf)</b>	55,160	24,734	46,635	21,410	57,209	30,877	66,614	43,940	69,576	34,354	56,777	28,093	535,379
<b>10 Year Average Consumption (hcf)</b>	52,164	25,421	49,788	26,093	61,262	34,011	75,132	42,630	77,514	37,029	63,302	28,278	572,621
<b>2019 Water Sales</b>	\$ 104,539	\$ 51,588	\$ 80,950	\$ 54,785	\$ 117,646	\$ 62,656	\$ 125,539	\$ 85,198	\$ 156,165	\$ 77,314	\$ 140,661	\$ 63,795	\$ 1,120,834
<b>2018 Water Sales</b>	\$ 124,508	\$ 54,277	\$ 104,414	\$ 46,762	\$ 129,277	\$ 68,907	\$ 153,224	\$ 99,809	\$ 160,133	\$ 76,780	\$ 129,177	\$ 61,940	\$ 1,209,208
<b>2019 Service Fees</b>	\$ 55,744	\$ 46,354	\$ 56,091	\$ 46,445	\$ 56,273	\$ 46,411	\$ 56,356	\$ 46,484	\$ 56,247	\$ 46,569	\$ 56,153	\$ 46,373	\$ 615,502
<b>2018 Service Fees</b>	\$ 56,999	\$ 43,875	\$ 57,130	\$ 43,906	\$ 57,211	\$ 43,952	\$ 55,964	\$ 46,469	\$ 55,888	\$ 46,461	\$ 55,903	\$ 46,410	\$ 610,166
<b>2019 Hyd Fees</b>	\$ 1,550	\$ 250	\$ 1,550	\$ 250	\$ 1,550	\$ 250	\$ 1,550	\$ 250	\$ 1,550	\$ 350	\$ 1,550	\$ 250	\$ 10,900
<b>2019 DC Fees</b>	\$ 11,593	\$ 3,695	\$ 11,593	\$ 3,695	\$ 11,566	\$ 3,695	\$ 11,593	\$ 3,695	\$ 11,633	\$ 3,834	\$ 11,596	\$ 3,695	\$ 91,882
<b>2019 System Revenues</b>	\$ 173,426	\$ 101,887	\$ 150,184	\$ 105,175	\$ 187,034	\$ 113,012	\$ 195,039	\$ 135,627	\$ 225,595	\$ 128,067	\$ 209,960	\$ 114,113	\$ 1,839,118



# La Puente Valley County Water District

## PRODUCTION REPORT - DECEMBER 2019

LPVCWD PRODUCTION	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2019 YTD	2018
Well No. 2	0.59	110.18	190.45	184.36	189.14	184.54	190.78	190.49	188.03	186.97	182.04	188.57	1986.13	153.22
Well No. 3	0.41	34.02	132.68	131.16	146.37	123.13	137.14	137.52	140.83	157.22	132.53	132.43	1405.41	54.67
Well No. 5	339.29	85.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	424.99	3463.77
Interconnections to LPVCWD	2.22	0.89	2.40	1.23	2.34	16.88	32.70	30.57	24.62	12.41	11.96	1.45	139.67	47.93
<b>Subtotal</b>	<b>342.51</b>	<b>230.79</b>	<b>325.53</b>	<b>316.75</b>	<b>337.85</b>	<b>324.54</b>	<b>360.62</b>	<b>358.58</b>	<b>353.47</b>	<b>356.60</b>	<b>326.52</b>	<b>322.45</b>	<b>3956.21</b>	<b>3719.59</b>
Interconnections to SWS	226.10	149.84	220.43	150.30	168.59	143.71	192.38	185.34	190.69	187.77	199.72	214.68	2229.53	2108.97
Interconnections to COI	1.18	9.85	1.83	25.51	40.40	37.97	4.87	5.89	5.21	2.09	3.92	9.38	148.10	23.23
Interconnections to Others	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Subtotal</b>	<b>227.28</b>	<b>159.69</b>	<b>222.26</b>	<b>175.81</b>	<b>208.99</b>	<b>181.68</b>	<b>197.25</b>	<b>191.23</b>	<b>195.90</b>	<b>189.86</b>	<b>203.64</b>	<b>224.06</b>	<b>2377.63</b>	<b>2132.20</b>
<b>Total Production for LPVCWD</b>	<b>115.23</b>	<b>71.10</b>	<b>103.27</b>	<b>140.94</b>	<b>128.87</b>	<b>142.87</b>	<b>163.37</b>	<b>167.35</b>	<b>157.58</b>	<b>166.74</b>	<b>122.88</b>	<b>98.39</b>	<b>1578.58</b>	<b>1587.39</b>
<b>CIWS PRODUCTION</b>														
<b>COI Well No. 5 To SGVCW B5</b>	133.72	115.34	118.01	16.99	0.00	78.13	187.64	166.98	163.25	162.72	145.91	0.00	1288.69	1571.94
<b>Interconnections to CIWS</b>														
SGVWC Salt Lake Ave	1.03	0.84	1.00	1.04	1.04	1.19	1.27	1.13	0.49	0.54	0.51	0.54	10.62	9.98
SGVWC Lomitas Ave	81.85	60.65	75.47	77.45	54.18	89.72	158.31	160.26	147.58	132.78	112.21	72.38	1222.84	1317.18
SGVWC Workman Mill Rd	0.02	0.20	0.01	0.03	0.07	0.04	0.00	0.00	0.01	0.02	0.10	0.15	0.65	0.69
Interconnections from LPVCWD	1.18	9.85	1.83	25.51	40.40	37.97	4.87	5.89	5.21	2.09	3.92	9.38	148.10	23.23
<b>Subtotal</b>	<b>84.08</b>	<b>71.54</b>	<b>78.31</b>	<b>104.03</b>	<b>95.69</b>	<b>128.92</b>	<b>164.45</b>	<b>167.28</b>	<b>153.29</b>	<b>135.43</b>	<b>116.74</b>	<b>82.45</b>	<b>1382.21</b>	<b>1351.08</b>
Interconnections to LPVCWD	2.22	0.89	2.40	1.23	2.34	16.88	32.70	30.57	24.62	12.41	11.96	1.45	139.67	47.75
<b>Total Production for CIWS</b>	<b>81.86</b>	<b>70.65</b>	<b>75.91</b>	<b>102.80</b>	<b>93.35</b>	<b>112.04</b>	<b>131.75</b>	<b>136.71</b>	<b>128.67</b>	<b>123.02</b>	<b>104.78</b>	<b>81.00</b>	<b>1242.54</b>	<b>1303.33</b>

**La Puente Valley County Water District - Water System Demand Comparison**

Month	2013	2019	Difference 2019-2013 (%)	Accumulative Difference (%)
January	115.58	115.23	-0.3%	-0.3%
February	112.08	71.10	-36.6%	-18.2%
March	135.08	103.27	-23.5%	-20.2%
April	153.73	140.94	-8.3%	-16.6%
May	174.40	128.87	-26.1%	-19.0%
June	185.13	142.87	-22.8%	-19.8%
July	204.48	163.37	-20.1%	-19.9%
August	201.38	198.04	-1.7%	-17.0%
September	187.60	157.58	-16.0%	-16.9%
October	172.74	166.74	-3.5%	-15.5%
November	139.24	122.88	-11.7%	-15.2%
December	133.13	98.39	-26.1%	-15.9%
Totals	1914.57	1609.27		

**City of Industry Waterworks - Water System Demand Comparison**

Month	2013	2019	Difference 2019-2013 (%)	Accumulative Difference (%)
January	90.55	81.86	-9.6%	-9.6%
February	81.62	70.65	-13.4%	-11.4%
March	99.4	75.91	-23.6%	-15.9%
April	115.82	102.80	-11.2%	-14.5%
May	147.93	93.35	-36.9%	-20.7%
June	152.60	112.04	-26.6%	-22.0%
July	141.36	131.75	-6.8%	-19.4%
August	153.97	136.71	-11.2%	-18.1%
September	151.67	128.67	-15.2%	-17.7%
October	137.26	123.02	-10.4%	-16.9%
November	110.83	104.78	-5.5%	-16.0%
December	99.84	81.00	-18.9%	-16.2%
Totals	1482.85	1242.54		

Production data shown in acre feet (AF)

# Staff Report

To: Honorable Board of Directors

Date: January 13, 2020

Re: 2020 Conferences and Events



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In addition to the District's Board Meeting and Committee Meetings, Staff has compiled a list of upcoming Conferences and Events for 2020 for the Board to review and approve for attendance.

**AGWA-AGWT Annual Groundwater Conference** – Wednesday & Thursday, February 19 & 20, 2020, at the Ontario Gateway Hotel, Ontario, CA.

**AWWA CA/NV 2020 Spring Conference** – Tuesday, April 7 to Thursday, April 9, 2020 at the Disneyland Hotel, Anaheim, CA.

**ACWA 2020 Spring Conference** – Tuesday, May 5 to Friday, May 8, 2020, at the Monterey Conference Center, Portola Hotel and Monterey Marriott in Monterey, CA.

**AWWA ACE Annual Conference and Exposition** – Monday, June 15 to Wednesday, June 17, 2020, at the Orange County Convention Center, Orlando, FL.

**CSDA 2020 Annual Conference** – Tuesday, August 25 to Thursday, August 27, 2020 in Palm Desert, CA.

**Watersmart Innovations Conference** – September/October 2020 at the South Point Hotel & Conference Center in Las Vegas, NV.

**AWWA CA/NV 2020 Fall Conference – Dates and Conference Site to be Determined.**

**ACWA 2020 Fall Conference** – Wednesday, December 2, to Friday, December 4, 2020, in Indian Wells, CA. **(Conference site to be determined)**

**SCWUA** – Southern California Water Utilities Association, are typically held on the third Thursday of each month with the exception of November and December due to the holidays and are held at the Pomona Sheraton Fairplex in Pomona, CA.  
**(Dates and location may be subject to change)**

**SGVWA** – San Gabriel Valley Water Association's quarterly breakfasts are typically held on the second Wednesday in the months of February, May, August and November at the Pomona Mining Company in Pomona, CA.  
**(Dates and location may be subject to change)**

If you have any questions on the information provided or would like additional information, please contact us at your earliest convenience.



# Memo



To: Honorable Board of Directors  
From: Greg Galindo, General Manager  
Date: January 13, 2020  
Re: Ad hoc Committee Assignments

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Below are the active Ad hoc Committee assignments.

- **Recycled Water Project:** Director Rojas and Vice President Hernandez
- **Nitrate Treatment Planning:** Director Hastings and President Escalera

At the upcoming Board of Directors meeting, staff would like to discuss the need to continue the existing Ad hoc Committees into 2020.

If you have any questions, please feel free to give me a call.

# STAFF REPORT



Meeting Date: January 13, 2020

To: Honorable Board of Directors

From: Greg B. Galindo, General Manager

Subject: Proposal from Tri County Pump Company for the Setup and Rental of Water Capture Tanks at the District's Groundwater Treatment Plant

**Purpose -** *To have temporary piping and tanks in place to capture water from the District's Well No. 5 upon start-up of the well's new pump.*

**Recommendation -** *Authorize the General Manager to proceed with work as proposed by Tri County Pump Company for the setup and rental of water capture tanks at the District's Groundwater Treatment Plant for an amount not to exceed \$20,000 (includes contingency).*

**Fiscal Impact -** *The cost for these services is a BPOU Project expense and shall be 100% reimbursed by the Cooperating Respondents.*

## **Summary**

District's Well No. 5 recently had the following work performed on it by Tri County Pump Company:

- Mechanical brushing of the casing to remove scale encrustation.
- Mechanical dual swab of the casing with airlifting to further remove scale encrustation and clear louvers.
- Video inspection of the casing after maintenance work.
- Replacement of the pump bowl assembly with a Goulds pump bowl (4-stage).
- Replacement of the pump column with new pump column and line shaft (approx. 290 feet).
- Replacement of the pump discharge head to allow for vertical line shaft and motor mount.
- Replacement of the submersible 300 HP motor with an above ground 300 HP motor.
- Installation of 300 feet of 1/4-inch stainless steel airline for easier water level monitoring.

There was also work performed by Staff and the District's electrical contractor, Hunter Electric, that was completed after Tri County was done with there work. This work included installing a water lube line for the new pump and wiring the new motor to the motor control panel. Now that all of the work is complete staff is prepared to put Well No. 5 back online. In order to do so, we will need to perform sampling of the well before it can be pumped through the treatment systems. With that said, we need to capture and retain water on-site since the District cannot discharge untreated water to LACFCD's channel that is adjacent to our plant. Discharge to the channel poses an issue due to the contaminants of concern. To enable capture of water from Well No. 5 on start-up, staff requested a quote from Tri County Pump for temporary piping and tanks to capture Well No. 5's water in order to complete the necessary water quality sampling. The quote from Tri County is attached for your reference.

***Recommendation***

Staff recommends that the Board authorize the General Manager to proceed with work as proposed by Tri County Pump Company for the setup and rental of water capture tanks at the District's Groundwater Treatment Plant for an amount not to exceed \$20,000 (includes contingency).

***Fiscal Impact***

Due to the contaminants of concern, the District cannot utilize its general NPDES permit to discharge water from Well No. 5 and thus is required to capture and retain water onsite to perform the start-up and sampling of the well. With that said the cost for the work proposed by Tri County is a BPOU Subproject expense is 100% reimbursable by the CRs in accordance with the 2017 BPOU Project Agreement.

If you have any questions on the information provided, please feel free to contact me.

Respectfully Submitted,

*Greg B. Galindo*

General Manager

***Enclosure(s)***

- Quote from Tri County Pump Company



December 9, 2019

La Puente Valley County WD  
112 N. First St.  
La Puente, CA 91744

Quote Number: 120919-1DS

Attention: Mr. Greg Galindo

Subject: Well 5

In Response to your request for tanks and piping, Tri County Pump Company is pleased to offer the following for your consideration. Please bear in mind that prior to setting up and removing, it is impossible to give you a firm price quotation. An exact price quotation will be provided once the tanks and piping have been removed. The following estimate is for the following.

Field Labor:

Travel to and from jobsite; set up and remove tanks and piping. \$6,720.00

Rental Equipment:

Tanks and Piping \$10,320.00

Labor	\$6,720.00
Rental	\$10,320.00
Tax @ 9.50 %	\$980.40
Total Estimate	\$18,020.40

We appreciate this opportunity to be of service and look forward to working with you. We trust that this estimate will suffice for your needs, and should any additional information be required, please do not hesitate to contact us.

This estimate is valid for thirty (30) days from the above date, and subject to review thereafter.

Sincerely,

Dennis Skinner

Use PO # \_\_\_\_\_ Signed \_\_\_\_\_ Date: \_\_\_\_\_

Please fax this authorization to 909 888-3653 or email [dennis@tricountypump.net](mailto:dennis@tricountypump.net)

# STAFF REPORT



Meeting Date: January 13, 2020

To: Honorable Board of Directors

Subject: Leases of Main San Gabriel Basin Groundwater Production Rights

**Purpose -** *To lease out 800 acre-feet a year of Main San Gabriel Basin (Basin) Groundwater Production Rights, which are over the District's needs.*

**Recommendation -** *Three separate Board actions:*

- (1) Authorize the General Manager to enter into a Lease Agreement with the City of Industry for 300 acre-feet of 2019-20 groundwater production rights at a rate of \$780.78 per acre-foot.*
- (2) Authorize the General Manager to lease 300 acre-feet of 2019-20 groundwater production rights to San Gabriel County Water District at a rate of \$780.78 per acre-foot.*
- (3) Authorize the General Manager to lease 200 acre-feet of 2019-20 groundwater production rights to San Gabriel County Water District at a rate of \$780.78 per acre-foot.*

**Fiscal Impact -** *These actions will result in payments being made to the District in February 2020 as follows:*

- (1) City of Industry in the amount of \$234,234*
- (2) San Gabriel County Water District in the amount \$234,234*
- (3) Valley County Water District in the Amount of \$156,156*

*The revenue from these transactions will total \$624,624, which will offset the cost of water leases in 2020. The projected total expense for water rights leases in 2020 is \$441,970, which is consistent with the 2020 proposed Budget.*

## **Summary**

In November of this 2017, the Board approved a three-year lease agreement with Canyon Water Company to lease 1,000 acre-feet (AF) a year for a three-year period. At that time staff informed the Board that of the 1,000 AF, the District needed only a portion of those rights to cover its projected overproduction for the each of the production years, and that the remaining acre-feet could be subleased to the City of Industry Waterworks System (CIWS) and other producers if necessary. By leasing in production rights over the needs of the District, allows the District to lease out what is not needed on an annual basis. This practice allows the District to adjust the amount of production rights it retains, at our discretion; and allows us to have improved access to the production rights lease market.

As the manager and operator of the CIWS, annually District staff recommends leases of water rights to the City of Industry, in an effort to reduce the cost for pumping water that is over the CIWS's annual production rights. The Canyon Water Company three-year lease agreement that the District has secured not only meets the annual needs of the District but also of CIWS.

The proposed leases to San Gabriel County Water District and Valley County Water District provide revenue to offset the expense of water rights leases, so that we stay within our proposed Budget for 2020.

### ***Fiscal Impact***

The recommended actions will result in payments being made to the District in February 2020 as follows:

- (1) City of Industry in the amount of \$234,234
- (2) San Gabriel County Water District in the amount \$234,234
- (3) Valley County Water District in the Amount of \$156,156

The revenue from these transactions will total \$624,624, which will offset the cost of water leases in 2020. The projected total expense for water rights leases in 2020 is \$441,970, which is consistent with the 2020 proposed Budget.

### ***Recommendation***

As separate action items, Staff recommends the Board:

- (1) Authorize the General Manager to enter into a Lease Agreement with the City of Industry for 300 acre-feet of 2019-20 groundwater production rights at a rate of \$780.78 per acre-foot.
- (2) Authorize the General Manager to lease 300 acre-feet of 2019-20 groundwater production rights to San Gabriel County Water District at a rate of \$780.78 per acre-foot.
- (3) Authorize the General Manager to lease 200 acre-feet of 2019-20 groundwater production rights to San Gabriel County Water District at a rate of \$780.78 per acre-foot.

Respectfully Submitted,

*Greg B. Galindo*

General Manager

### **Enclosures**

- ◆ Groundwater Production Rights Lease Agreement with the City of Industry
- ◆ Letter of Lease Offer from the District to San Gabriel County Water District
- ◆ Letter of Lease Offer from the District to Valley County Water District

## LEASE OF WATER RIGHTS

### PRODUCTION RIGHT

THIS LEASE OF WATER RIGHTS (the “Lease”) is entered into on this \_\_\_\_ day of February, 2020, by and between La Puente Valley County Water District, a County Water District (“Lessor”), and the City of Industry Waterworks System, a California municipal corporation (“Lessee”), with respect to the following:

### RECITAL

This Agreement is made with respect to the following facts:

Lessor controls and is the owner of certain water production rights (the “Production Rights”) in the Main San Gabriel Basin as adjudicated in the case of “Upper San Gabriel Valley Municipal Water District vs. City of Alhambra, et al.,” LASC No. 92418. The ownership of said Production Rights entitle Lessor to take delivery or otherwise produce from the Main San Gabriel Basin a specific amount of water on an annual basis, or, in such amount as is determined from time to time by the Main San Gabriel Groundwater Basin Watermaster (“Watermaster”). As of the date hereof, Lessor has 300 acre-feet of Production Right for the 2019-20 water year available for lease.

### AGREEMENT

IN CONSIDERATION of the foregoing recital and the mutual promises set forth herein, Lessor and Lessee agree as follows:

1. Leasing of Production Rights. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, Three Hundred (300) acre-feet of Production Rights (the “Leased Production Rights”) for the term and upon the terms and conditions set forth in this Lease.
2. Term. The term of this Lease shall be for a period commencing July 1, 2019 and ending June 30, 2020.
3. Lease Rate, Payment and Adjustment.

The lease rate under this Lease shall be ninety-one percent (91%) of the prevailing Pre-purchased Supplemental Water Rate (the “Pre-purchased SWR”) set by the Upper San Gabriel Valley Municipal Water District’s Board of Directors (“USGVMWD”) on June 5, 2019. That Pre-purchased SWR is \$858 per acre foot for the current production year.

Thus, the gross rental amount payable for the lease of the Leased Production Rights under this Lease for the term as listed in paragraph 2 above shall be \$234,234, which is calculated on the basis of 91% of the Pre-purchased SWR of \$858 per acre foot. If the Pre-purchased SWR set by USGVMWD is revised or otherwise changed and made effective prior to June 30, 2020, a reconciling payment adjustment will be made by the Lessee or the Lessor, as the case may be, to the other party within 30 days from the date the revised Pre-purchased SWR is approved by USGVMWD.

Upon execution of this Lease, Lessor will send an invoice for, and Lessee will make the full payment of \$234,234 within 15 days of Watermaster's acknowledgement of the Lease.

All payments due Lessor pursuant to this Lease shall be made and sent as follows:

La Puente Valley County Water District  
112 N. First Street  
La Puente, CA 91744

4. Agreement Regarding Main San Gabriel Basin Watermaster.

- (a) Lessor agrees to execute and deliver to Lessee all documents which, from time to time, may be required by the Watermaster to reflect the lease to Lessee of the Leased Production Rights which are the subject of this Lease. All such documents shall be in such form and substance as shall be reasonably satisfactory to Lessor, Lessee and the Watermaster. If for any reason, the Watermaster elects not to acknowledge this Lease, Lessor agrees to refund prior payments to Lessee within 30 days from the date of a refund request by Lessee and substantiation of said refusal by Watermaster.
- (b) Lessee shall, at its expense, prepare and submit all reports required by the Watermaster in connection with the exercise by Lessee of the Leased Production Rights.
- (c) Lessee shall pay all assessments required by Watermaster and the San Gabriel Valley Water Association in connection with the exercise by Lessee of the Leased Production Rights.
- (d) This Lease entitles Lessee to the use only of the Leased Production Rights (i.e., lease of water rights) associated with Lessor's Production Rights. Lessor retains and does not convey to Lessee any other rights associated with said Production Rights.



5. Other Provisions.

- (a) In the event any dispute shall arise between the parties to this Lease, the same shall be resolved by arbitration conducted by the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration, as then in affect. Such arbitration shall be conducted in a site within Los Angeles County, California agreeable to both parties before three (3) arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of arbitrators within fifteen days, then each of the parties shall select an arbitrator and the two (2) arbitrators so selected shall select a third. The provisions of the Commercial Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration except that the prevailing party shall be entitled to recover from the other party its attorneys' fees actually incurred in such amount as may be determined by the arbitrator.
- (b) All communications, notices and demands (collectively "Notices") of any kind shall be made in writing and personally served or sent by registered or certified mail, postage prepaid to the following:

Lessor: Greg B. Galindo  
La Puente Valley County Water District  
112 N. First Street  
La Puente, CA 91744

Lessee: Troy Helling  
City of Industry Waterworks System  
15625 East Stafford Street #100  
City of Industry, California 91744

Any Notice personally served shall be effective upon service. Any Notice sent by mail, and properly addressed, shall be effective upon date of receipt, or refusal as indicated on the return receipt. Either party may change its address for Notices by notice to the other given in a manner provided in this subparagraph.

- (c) This Lease shall inure to the benefit of and be binding upon the heirs, successors and assigns of both parties hereto.
- (d) Each party shall, upon request of the other party, take such further actions and execute and deliver such further instruments as shall be reasonably required to carry out the purpose and intent of this Lease.
- (e) This Lease is executed in the State of California and shall be governed by and construed in accordance with California law. Venue

for any action arising out of or related to the Lease shall be placed in any court of the State of California with appropriate jurisdiction and located in the County of Los Angeles, with service of process to be in accordance with the then provisions of the California Code of Civil Procedure.

- (f) This Lease may be executed in two or more counterparts, each of which shall be an original but all of which, together, shall constitute a single instrument. It shall not be necessary for both parties to execute the same counterpart(s) of this Lease for this Lease to become effective.
- (g) This Lease constitutes the entire agreement of Lessor and Lessee with respect to the subject matter hereof. This Lease supersedes all prior discussions and understandings with respect to the subject matter hereof. There are no representations, warranties, promises or covenants as to the subject matter hereof except as expressly set forth in this Lease.
- (h) This Lease may be amended only by a written instrument executed by both parties.
- (i) The paragraph headings contained in this Lease are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.
- (j) Lessor represents and acknowledges that it is executing this Lease as the owner of the Production Rights that are the subject of this Lease, and that said rights are not encumbered in any way that would interfere with Lessee's rights as set forth herein.

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this Lease of Water Rights as of the day first above written.

LESSOR

La Puente Valley County Water District

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Greg B. Galindo  
General Manager

LESSEE

City of Industry Waterworks System

---

Troy Helling  
City Manager

John P. Escalera  
President

Henry P. Hernandez  
Vice President

Cesar J. Barajas  
Director



David Hastings  
Director

William R. Rojas  
Director

Greg B. Galindo  
General Manager

112 N First St. / P.O. Box 3136  
La Puente, CA 91744  
(626) 330-2126 – Fax (626) 330-2679  
[www.lapuentewater.com](http://www.lapuentewater.com)

January 2, 2020

Mr. Jim Prior  
General Manager  
San Gabriel County Water District  
8366 Grand Avenue  
Rosemead, CA 91770

**RE: LEASE OF MAIN SAN GABRIEL BASIN GROUNDWATER PRODUCTION RIGHTS**

Dear Mr. Prior,

This letter serves to confirm San Gabriel County Water District's (SGCWD) interest in leasing 2019-20 Main San Gabriel Groundwater Basin groundwater production rights from the La Puente Valley County Water District (District). At this time, the District has 300 acre-feet (AF) of production rights available to lease to SGCWD. The District is prepared to accept an offer to lease these rights at Ninety-One percent (91%) of the Tier 1 Untreated Water Rate charges per AF set by Upper San Gabriel Valley Municipal Water District for 2020. The cost per AF for the lease shall be calculated as follows: (Tier 1 Untreated Water Rate \$858/AF x 91% = lease rate of \$780.78/AF). The total payment for the lease of 300 AF shall be **\$234,234.00**.

Enclosed, is the Temporary Assignment or Lease of Water Right document. If you are agreeable to this transaction, please have the proper designee sign and notarize this document and return back to the District. Upon receipt, we will forward the document to Watermaster for acknowledgement and provide you with a fully executed copy. Once Watermaster acknowledges the lease our District will provide SGCWD with an invoice, for the lease of these rights, to be payable to the District within 30 days of receipt.

I want to thank you for your consideration on this matter. If you have any questions regarding this transaction, please contact me at (626) 330-2126.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg B. Galindo".

Greg B. Galindo  
General Manager  
La Puente Valley County Water District

Enclosure (1)

CC: LPVCWD Board of Directors

John P. Escalera  
President

Henry P. Hernandez  
Vice President

Cesar J. Barajas  
Director



David Hastings  
Director

William R. Rojas  
Director

Greg B. Galindo  
General Manager

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[www.lapuentewater.com](http://www.lapuentewater.com)

January 2, 2020

Mr. Jose Martinez  
General Manager  
Valley County Water District  
14521 Ramona Blvd.  
Baldwin Park, CA 91706

**RE: LEASE OF MAIN SAN GABRIEL BASIN GROUNDWATER PRODUCTION RIGHTS**

Dear Mr. Martinez,

This letter serves to confirm Valley County Water District's (VCWD) interest in leasing 2019-20 Main San Gabriel Groundwater Basin groundwater production rights from the La Puente Valley County Water District (District). At this time, the District has 200 acre-feet (AF) of production rights available to lease to SGCWD. The District is prepared to accept an offer to lease these rights at Ninety-One percent (91%) of the Tier 1 Untreated Water Rate charges per AF set by Upper San Gabriel Valley Municipal Water District for 2020. The cost per AF for the lease shall be calculated as follows: (Tier 1 Untreated Water Rate \$858/AF x 91% = lease rate of \$780.78/AF). The total payment for the lease of 200 AF shall be **\$156,156.00**.

Enclosed, is the Temporary Assignment or Lease of Water Right document. If you are agreeable to this transaction, please have the proper designee sign and notarize this document and return back to the District. Upon receipt, we will forward the document to Watermaster for acknowledgement and provide you with a fully executed copy. Once Watermaster acknowledges the lease our District will provide VCWD with an invoice, for the lease of these rights, to be payable to the District within 30 days of receipt.

I want to thank you for your consideration on this matter. If you have any questions regarding this transaction, please contact me at (626) 330-2126.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg B. Galindo".

Greg B. Galindo  
General Manager  
La Puente Valley County Water District

Enclosure (1)

CC: LPVCWD Board of Directors

# Memo



To: Honorable Board of Directors  
From: Greg Galindo, General Manager  
Date: January 13, 2020  
Re: Approve the Transfer of \$700,000 of the District Reserve Funds

---

## ***Summary***

As declared in the District's Investment Policy, the Board has the authority to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the District's daily cash flow demands and conforming to all statutes governing the investment of District funds.

On January 31, 2020 the District will be expending funds from its checking account in the amount of \$780,780.00 for the payment of a groundwater production rights lease. Based on the District's current checking account balance, this payment will require a transfer of funds from the District's Local Agency Investment Fund (LAIF) account to the District's checking account to ensure there are enough funds to make this payment. During the month of February, the District anticipates receiving \$624,624 in payments made to the District for the lease of a portion of its groundwater production rights. When these payments are received staff will evaluate the checking account balance and determine if funds can then be transferred back into the District's LAIF account. This transfer will be brought to the Board for approval.

## ***Recommendation***

Staff recommends the Board approve the transfer of \$700,000 of the District Reserve Funds from the District's LAIF account to the District's Checking Account.

Respectfully Submitted,

*Greg B. Galindo*

General Manager

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated **January 23, 2020**, (“**Effective Date**”) is entered into by and between the City of Industry, a public body, corporate and politic (“**Licensor/City**”), and La Puente Valley County Water District, a government agency (“**Licensee**”) Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”.

### RECITALS

**WHEREAS**, the City is the owner of certain property located at the northwest corner of Don Julian Road and Parriott Place, City of Industry, CA 91744, and Licensee desires to enter the portion of the property generally described as a lot, **Assessor’s Parcel No. 8208-027-918**, as set forth in Exhibit A, attached hereto and incorporated herein by reference (“**Premises**”).

**WHEREAS**, Licensee desires to utilize the Premises as a temporary staging area for construction materials and equipment; and

**WHEREAS**, Licensee acknowledges that Licensee is entering onto the Premises at its sole risk and expense, and Licensor does not have any liability to Licensee under this Agreement.

**NOW, THEREFORE**, for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

### TERMS

1. License to Enter the Premises. Licensor hereby grants to Licensee a non-exclusive license (the “**License**”) granting permission to enter upon the Premises as of the Effective Date of this Agreement, and to use a portion of the Premises, as depicted in Exhibit A, for a temporary staging area for construction materials and equipment (collectively, “**Permitted Use**”); provided, that Licensee’s use of the Premises shall not interfere with the operation of business activities, if any, then being conducted on the Premises, and provided Licensee provides written notice to the Licensor at least five (5) days prior to Licensee first entering upon the Premises (said written notice shall state the purpose for the entry upon the Premises, and said entry shall not exceed the stated purpose). Prior to any initial entry pursuant to the License, Licensee shall provide to Licensor proof of insurance as set forth in Section 8 of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively “**Representatives**”) of Licensee to enter or use the Premises during the term of this License, without Licensor’s prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the performance of Licensee’s Permitted Use.

2. Payment. Licensee shall pay Licensor, and Licensor shall accept One hundred and fifty dollars (\$150.00) (“**License Payment**”) per month, for the use of the Premises. Payment shall be due in advance on the first day of each month during the term of the Agreement. Payment shall be made to Licensor at 15625 E. Stafford Street, City of Industry, CA 91744.

3. Permitted Use. The Permitted Use is hereby defined to include storage of materials and equipment such as ductile iron/steel pipe, fittings, aggregates-sand, temp cold mix, clean dirt for backfill, backhoe, traffic delineators, and a storage container. Licensee shall exercise due care in the

performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws.

4. Maintenance of Premises. Prior to commencement of the Permitted Use, Licensee shall install a temporary construction fence around the staging area on the Premises. During the term of the License, Licensee shall place drip pans under staged equipment, straw waddle and filter fabric over nearby catch basins, and any active stock piles must be covered during rain events to prevent runoff. Upon termination of the License, Licensee shall repair any damage done to the Premises by Licensee or its duly authorized Representatives, including environmental contamination, and shall restore the Premises to its condition as of the Effective Date of this Agreement, which shall include removal of the temporary construction fence.

5. Government Regulations and Other Obligations of Licensee. As a condition precedent to commencement of the Permitted Use, if required, Licensee shall obtain at its sole cost and expense all governmental permits and authorizations of whatever nature required, if any (“**Permits**”) by any and all governmental authorities having jurisdiction over the Premises for Licensee’s exercise of the Permitted Use. Licensor shall use commercially reasonable efforts to cooperate with Licensee and to support any and all applications or request for said Permits submitted by Licensee or on Licensee’s behalf. Licensee shall, in all activities undertaken pursuant to this Agreement, comply and cause its Representatives to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees.

6. Liens.

6.1 Licensee shall not cause or permit to be filed, recorded or enforced against the Premises, or any part thereof, any mechanics’, material men’s, contractors’ or subcontractors’ liens arising from the Permitted Use or any claim or action affecting the title to the Premises arising from the Permitted Use, and Licensee shall pay or cause to be paid, or otherwise removed or bonded over, the full amount of all such liens or claim within fifteen (15) days of receiving written notice thereof. In addition to and not in limitation of Licensor’s other rights and remedies under this Agreement or under law, should Licensee fail within fifteen (15) business days of a written notice from Licensor to pay and discharge or bond over any lien arising out of Licensee’s use of the Premises, then a material breach under this Agreement shall be deemed to have occurred which, at Licensor’s election, shall entitle Licensor to terminate this License effective upon notice by Licensor to Licensee so stating.

6.2 If Licensee desires to contest in good faith the validity of any lien or any claim or demand that could result in a lien against the Premises or any portion thereof for which Licensor could become liable if not successfully resolved, as a condition to such contest, Licensee shall notify Licensor of Licensee’s intent to contest the lien or claim and the grounds for such contest. Notwithstanding anything to the contrary set forth herein, Licensee shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Licensor or the Premises.

7. Insurance. Prior to entering the Premises and until the termination of this Agreement, Licensee shall maintain at its sole expense insurance limits as stipulated in this section.

7.1 Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:



(a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(b) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Licensee has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(c) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(d) Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to the Licensor providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.”

7.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insured Status. The Licensor and City Representatives, (as defined in Section 8, below) are to be additional insureds on the CGL policy with respect to liability arising out of Licensee’s use of the Premises. General liability coverage can be provided in the form of an endorsement to the Licensee’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

(b) Primary Coverage. For any claims related to this Agreement, the Licensee’s insurance coverage shall be primary insurance as respects the Licensor/City Representatives. Any insurance or self-insurance maintained by the Licensor/City Representatives, shall be excess of the Licensee’s insurance and shall not contribute with it.

(c) Contractors and Subcontractors. Licensee shall require and verify that all contractors and subcontractors maintain insurance meeting all the requirements stated herein, and Licensee shall ensure that Licensor/City Representatives are additional insureds on insurance required from contractors/subcontractors. For CGL coverage contractors and subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

(d) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

(e) Waiver of Subrogation. Licensee hereby grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation provided such endorsement is available on commercially reasonable terms, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.



(f) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Licensee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(g) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Licensee is insured through the Association of California Water Agencies Joint Powers Insurance Authority and the City hereby approves of that insurer.

(h) Deductibles. All such insurance shall have deductibility limits of not greater than \$50,000.00 unless otherwise approved by the City.

(i) Verification of Coverage. Licensee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before exercise of the Permitted ~~Use~~ use commences. However, failure to obtain the required documents prior to the exercise of the Permitted Use shall not waive the Licensee's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies, including endorsements, required by these specifications, at any time.

(j) Occurrence Basis Coverage. All policies shall be written on an occurrence basis unless otherwise approved by the City.

8. Indemnification. From and after the execution of this Agreement, Licensee hereby agrees to indemnify, defend, protect and hold harmless, with counsel of the Licensor's choosing, the City and any and all predecessors, successors, assigns, agents, officials, employees, members, independent contractors, affiliates, principals, officers, directors, attorneys, accountants, representatives, staff, and council members of the City collectively, the "**City Representatives**", and each of them, from and against all claims, including any claims from any third party beneficiary to this Agreement, causes of action, liabilities, losses, damages, injuries, expenses, charges, penalties, or costs, of whatsoever character, nature and kind, (including attorney's fees and costs incurred by the indemnified Party with respect to legal counsel of its choice), whether to property or to person(s), and whether by direct or derivative action, known or unknown, suspected or unsuspected, latent or patent, existing or contingent (collectively "**Losses and Liabilities**"), related directly or indirectly to, or arising out of or in any way connected with any of the activities of Licensee, its agents, employees, licensees, lessees, representatives, invitees, contractors, subcontractors or independent contractors on the Premises. This indemnification requires Licensee to indemnify the City and any and all City Representatives from and against all Losses and Liabilities, including attorneys' fees, arising out of the use or release of any Hazardous Substances on the Premises by Licensee. Licensee's obligation to defend shall arise regardless of any claim or assertion that the City caused or contributed to the Losses and/or Liabilities, provided, however, that Licensee's liability under this Section 8 will be limited to the extent of any contributory negligence of Licensor.

#### Environmental Indemnity.

Licensee's Indemnity Obligations. Licensee agrees, from and after the Effective Date, to defend, indemnify, protect and hold harmless City Representatives from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental

Response Actions (as defined herein), claims, losses, damages, fines, penalties, expenses, Environmental Response Costs (as defined herein) or costs of any kind or nature whatsoever, together with fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees), resulting from or in connection with the actual or claimed generation, storage, handling, transportation, use, presence, placement, migration and/or release of Hazardous Materials (as defined herein), at, on, in, beneath or from the Premises and/or the Property during the term of the Lease (sometimes herein collectively referred to as "**Contamination**"), except to the extent caused by the Licensor or its agents, contractors or employees during the Licensor's ownership of the Property prior to the commencement of the Agreement or solely caused by the Licensor or its agents, contractors or employees during the term of the Agreement. Licensee's defense, indemnification, protection and hold harmless obligations herein shall include, without limitation, the duty to respond to any governmental inquiry, investigation, claim or demand regarding the Contamination, at Licensee's sole cost.

Release and Waiver. Licensee hereby releases and waives all rights, causes of action and claims Licensee has or may have in the future against the City Indemnitees arising out of or in connection with any Hazardous Materials (as defined herein), at, on, in, beneath or from the Premises, except to the extent caused or permitted by Licensor or its contractors, agents, or employees prior to conveyance to the Licensee or caused by Licensor during the term of the Lease.

#### Definitions.

(1) As used in this Agreement, the term "**Environmental Response Actions**" means any and all activities, data compilations, preparation of studies or reports, interaction with environmental regulatory agencies, obligations and undertakings associated with environmental investigations, removal activities, remediation activities or responses to inquiries and notice letters, as may be sought, initiated or required in connection with any local, state or federal governmental or private party claims, including any claims by Licensee.

(2) As used in this Agreement, the term "**Environmental Response Costs**" means any and all costs associated with Environmental Response Actions including, without limitation, any and all fines, penalties and damages.

(3) As used in this Agreement, the term "**Hazardous Materials**" means any substance, material or waste which is (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law; (2) petroleum or petroleum products; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; (6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. section 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq. (42 U.S.C. § 6903) or its implementing regulations; (8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. section 9601 et seq. (42 U.S.C. § 9601); or (9) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

Materiality. Licensee acknowledges and agrees that the defense, indemnification, protection and hold harmless obligations of Licensee for the benefit of Licensor set forth in this Agreement are a material element of the consideration to Licensor for the performance of its obligations under this

Agreement, and that Licensor would not have entered this Agreement unless Licensee's obligations were as provided for herein.

9. Term, Termination and Remedies. The License shall commence as of the Effective Date of this Agreement and shall automatically terminate on **August 30, 2020**. The City Manager may approve two (2) six (6) month extensions. Notwithstanding the foregoing, at any time, for any reason, the Licensor may, at its sole and absolute discretion, terminate this Agreement without cause, upon 30 days' written notice to Licensee. Further, in the event Licensor sells or transfers the Premises during the term of this Agreement, this Agreement shall terminate upon seven (7) days written notice to Licensee. In addition, if Licensee shall be in breach of any of its obligations under this Agreement and shall fail to cure such breach within ten (10) business days of written notice from Licensor specifying the nature of any such breach, Licensor shall have the right to terminate this Agreement upon written notice to Licensee. Licensee acknowledges that this License is solely a license, and that Licensee has no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensee shall promptly vacate the Premises and comply with the provisions of Section 4 above. No termination or expiration of this License shall relieve Licensee of its obligations hereunder.

10. Inspection and Access to Premises. Licensor and any of its duly authorized representatives, employees, agents or independent contractors shall be entitled to enter the Premises, to show the Premises to potential purchasers, to inspect the Premises, to inspect Licensee's use of the Premises, and for any other purpose, at any time

11. Assignability. This License cannot be assigned by Licensee whether voluntarily or by operation of law, and Licensee shall not permit any use of the Premises, or any part thereof during the Term of this License in violation of the provisions of this License, except with the consent of Licensor (which shall not be unreasonably withheld, conditioned or delayed), and any attempt to do so shall be null and void; provided, however, that Licensee may allow its contractor and any subcontractors, upon compliance with Section 7.2(c), above, to use the Premises for the Permitted Use.

12. Cost of Enforcement. In the event it is necessary for either Party to employ an attorney or other person or commence an action to enforce or interpret any of the provisions of this License or for Licensor to remove Licensee from the Premises, the non-prevailing party agrees to pay to the prevailing party, in addition to such other relief as may be awarded by the court, City or other authority before which such suit or proceeding is commenced, all reasonable costs of enforcement in connection therewith including, but not limited to, reasonable attorneys' fees, expenses and costs of investigation.

13. Notices. All notices, consents, approvals, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given upon the earlier of when personally delivered or served or twenty-four (24) hours after being deposited with FedEx or any other established overnight courier service to the intended party addressed as follows:

Licensor: Troy Helling  
City Manager  
15625 East Stafford Street  
City of Industry, CA 91744  
Tel: (626) 333-2211  
thelling@cityofindustry.org

With a Copy to: James M. Casso, City Attorney  
Casso & Sparks, LLP  
13300 Crossroads Parkway North, Suite 410  
City of Industry, CA 91746  
Tel: (626) 269-2980  
jcasso@cassosparks.com

Licensee: Greg Galindo, General Manager  
La Puente Valley County Water District  
112 N. First Street  
La Puente, CA 91744  
Tel: (626) 330-2126

14. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The indemnifications under this Agreement, the obligations of Licensee hereunder to remove liens and Licensee's obligations hereunder with respect to vacating and repairing the Premises shall survive the expiration or termination of the License Term. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Any action brought concerning this Agreement shall be brought in the appropriate court for the County of Los Angeles, California. Each Party hereby irrevocably consents to the jurisdiction of said court. Licensee hereby expressly waives all provisions of law providing for a change of venue due to the fact that the City may be a party to such action, including, without limitation, the provisions of California Code of Civil Procedure Section 394. Licensee further waives and releases any right it may have to have any action concerning this Agreement transferred to Federal District Court due to any diversity of citizenship that may exist between City and Licensee. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Neither this instrument nor a short form memorandum or assignment hereof shall be filed or recorded in any public office without Licensor's or Licensee's prior written consent.

15. Authority. Each person executing this Agreement hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

**(SIGNATURES ON FOLLOWING PAGE)**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**“LICENSOR”**

CITY OF INDUSTRY

By: \_\_\_\_\_  
Troy Helling, City Manager

**“LICENSEE”**

LA PUENTE VALLEY COUNTY WATER  
DISTRICT

By: \_\_\_\_\_  
Greg Galindo, General Manager

ATTEST:

\_\_\_\_\_  
Julie Gutierrez-Robles, City Clerk

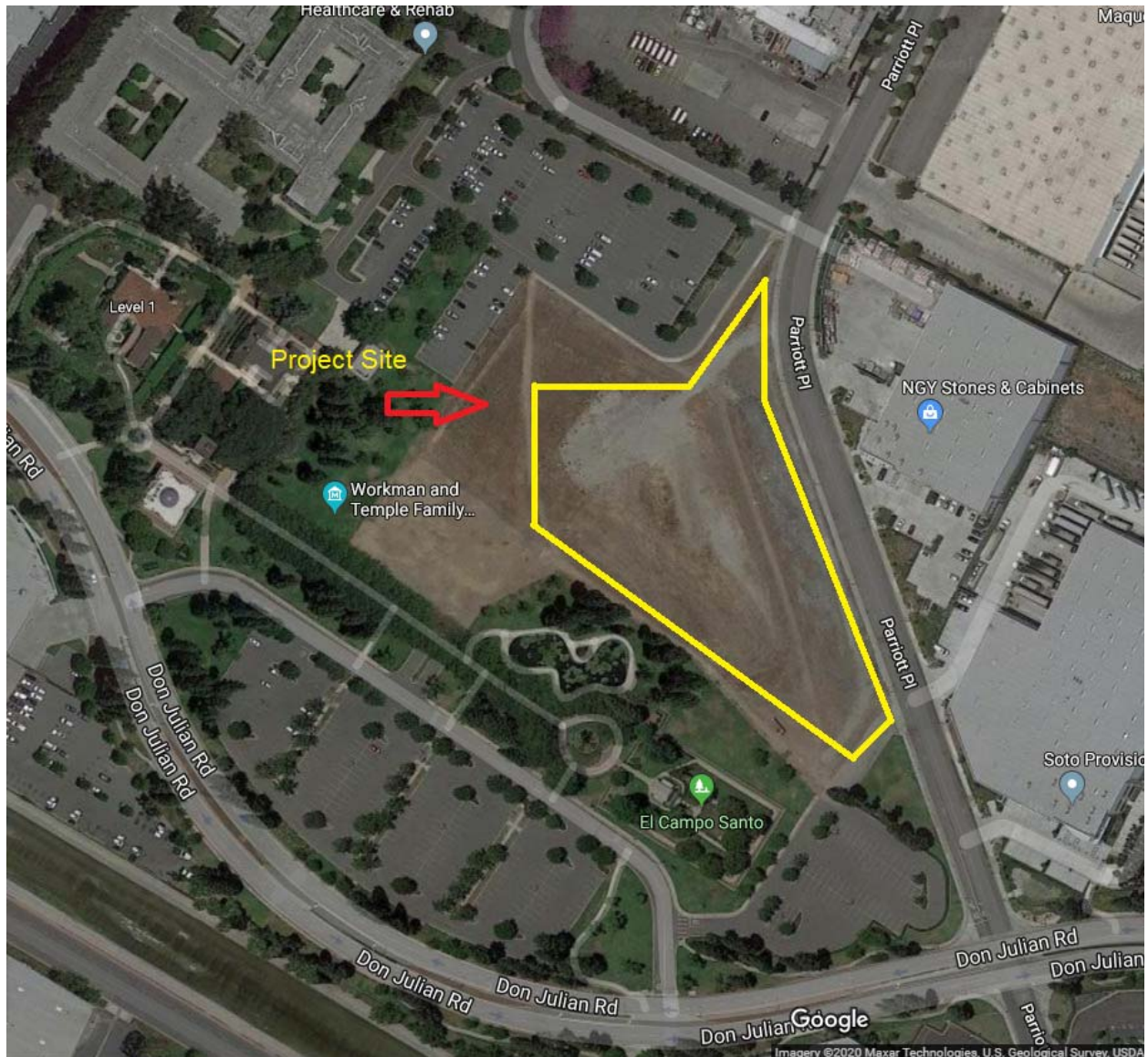
APPROVED AS TO FORM:

\_\_\_\_\_  
James M. Casso, City Attorney

## EXHIBIT A

### Legal Description

Assessor Parcel Number (APN) 8208-027-918 located at northwest corner of Parriott Place and Don Julian Road, City of Industry, CA 91744. The area identified as “Project Site” in the map below by an arrow and defining yellow lines identifies the area of the Premises, where the Permitted use shall occur.







# Upcoming Events

To: Honorable Board of Directors

Date: 01/13/2020

Re: Upcoming Board Approved Meetings and Conferences for 2020.

Day/Date	Event	<u>Barajas</u>	<u>Escalera</u>	<u>Hastings</u>	<u>Hernandez</u>	<u>Rojas</u>
Thursday January 23, 2020	SCWUA Luncheon Sheraton, Pomona Fairplex		X			
Wednesday & Thursday February 19 & 20, 2020	American Ground Water AGWA-AGWT Annual Conference Gateway Hotel, Ontario, CA		X		X	
Thursday February 20, 2020	SCWUA Luncheon Sheraton, Pomona Fairplex					
Tuesday -Thursday April 7 – 9, 2020	AWWA CA/NV 2020 Spring Conference Disneyland Hotel, Anaheim, CA					
Tuesday - Friday, May 5 - 8, 2020	ACWA 2020 Spring Conference Monterey Conference Center, Monterey, CA					
Monday – Wednesday June 15 – 17, 2020	AWWA ACE 2020 Annual Conference Orange County Convention Center, Orlando, FL				X	
Tuesday – Thursday August 25 - 27, 2020	California Special Districts Association CSDA 2020 Annual Conference, Palm Desert, CA					
<b>September/October 2020</b>	Watersmart Innovations Conference South Point Hotel and Conference Center, Las Vegas, NV					
<b>Fall 2020</b>	AWWA CA/NV Annual Fall Conference (Location site to be determined)					
Wednesday - Friday, December 2 -4, 2020	ACWA 2020 Fall Conference (Location site to be determined)					
TBD	SCWUA – Christmas Luncheon at the Sheraton at Pomona Fairplex					

**Board Meetings typically held on the 2<sup>nd</sup> and the 4<sup>th</sup> Monday of each Month.**

## Board Member Training and Reporting Requirements:

### NEXT DUE DATE

Schedule of Future Training and Reporting for 2020	<u>Barajas</u>	<u>Escalera</u>	<u>Hastings</u>	<u>Hernandez</u>	<u>Rojas</u>
Ethics 1234 <b>2 year Requirement</b>	May 2021	September 2020	May 2021	November 2021	ASAP
Sexual Harassment <b>2 Year Requirement</b>	May 2021	August 2021	May 2020	October 2020	ASAP
Form 700 <b>Annual Requirement</b>	April 2020	April 2020	April 2020	April 2020	April 2020
Form 470 Short Form <b>Semi-Annual Requirement</b>	July 2020	July 2020	July 2020	July 2020	July 2020

If you have any questions on the information provided or would like additional information, please contact Gina Herrera at your earliest convenience.



*Lagerlof Senecal  
Gosney & Kruse, LLP*

301 NORTH LAKE AVENUE, 10TH FLOOR  
PASADENA, CALIFORNIA 91101  
PHONE: (626) 793-9400 ! FAX (626) 793-5900

William F. Kruse  
E-MAIL: WFKRUSE@lagerlof.com

TO: PRESIDING OFFICER OF EACH INDEPENDENT SPECIAL DISTRICT IN  
LOS ANGELES COUNTY

FROM: WILLIAM F. KRUSE

RE: BALLOT; SPECIAL DISTRICT LAFCO REPRESENTATIVE

DATE : JANUARY 3, 2020

Enclosed is the Ballot and the supplementary materials submitted for each of the candidates for Special District LAFCO REPRESENTATIVE for the term expiring in May 2020. Nominations closed as of 5:00 p.m. on December 27, 2019.

Please vote for ONE candidate. The marked ballots should be placed in the envelope marked "Ballot Envelope." Please write the name of your agency and sign your name on the outside of the ballot envelope and return the completed ballots by mail to:

**William F. Kruse, Esq.  
Lagerlof, Senecal, Gosney & Kruse, LLP  
301 N. Lake Avenue, 10th Floor  
Pasadena, CA 91101-5123.**

**No ballot will be counted if it is missing the name of the voting agency and the signature of the Presiding Officer on the ballot envelope.**

The candidate receiving the highest number of votes will be declared the special district representative to LAFCO.

**Ballots must be returned by 5:00 p.m. on April 16, 2020.**

WFK/jlb  
Enclosures

cc: Paul Novak, w/enc.

# BALLOT

## SPECIAL DISTRICT LAFCO REPRESENTATIVE

**Please vote for no more than one candidate.**

☐

**DONALD L. DEAR**

Occupation: Water District Director

Sponsor: West Basin Municipal Water District

☐

**SHARON RAGHAVACHARY**

Occupation: Water District Director

Sponsor: Crescenta Valley Water District

NOMINATION  
OF  
INDEPENDENT SPECIAL DISTRICT ~~REPRESENTATIVE~~  
TO THE  
LOS ANGELES COUNTY LOCAL AGENCY FORMATION COMMISSION

To: Independent Special District Selection Committee

From: West Basin Municipal Water District

Date: October 28, 2019

Name of Candidate: Donald L. Dear

West Basin Municipal Water District is pleased to nominate  
Donald L. Dear as a candidate for appointment as special  
district **REPRESENTATIVE** to the Los Angeles Local Agency Formation Commission. The  
nominee is an elected official or a member of the board of an independent special district appointed  
for a fixed term. For your consideration, we submit the following additional information together  
with a resume of the candidate's qualifications.

Elective office: Division 5 Director

Agency: West Basin Municipal Water District

Type of Agency: Water Wholesaler

Term Expires: December 2020

Residence Address: 15433 Catalina Ave, Gardena, CA 90247

Telephone: (310) 704-0881

PLEASE ATTACH RESUME OR CANDIDATE STATEMENT (limit one page)

West Basin Municipal Water District

(Name of Agency)

By: Patrick Sheilds

Its: General Manager

*Patrick Sheilds* 10/31/19



## Donald L. Dear

Immediate Past President, West Basin Municipal Water District Board of Directors  
*Division V*

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Donald L. Dear was elected to the West Basin Municipal Water District (West Basin) Board of Directors in November 2000. He is currently serving his fifth term after being re-elected in November 2016. He represents the Division V cities of Gardena, Hawthorne, Lawndale and the unincorporated Los Angeles County area of El Camino Village.

Director Dear came to the Board with a vast array of experience in public service, serving on the Gardena City Council from 1970 to 1974 and again from 1978 to 1982, as well as serving as the Gardena mayor for nine consecutive terms from 1982 to 2001. He retired with 27 years of total service to the City of Gardena. Director Dear is currently serving as Immediate Past President of the Board and Chair of the Ethics Committee. He previously served as one of two West Basin representatives on the board of directors of the Metropolitan Water District of

Southern California from 2013 to 2018.

In 2004, 2008, 2012 and again in 2016, he was elected as one of the representatives for the Los Angeles County Independent Special Districts on the Local Agency Formation Commission, of which he currently serves as First Vice President. In October 2011, the West Basin Board paid tribute to Dear's distinguished public service by naming their Carson Headquarters the Donald L. Dear Building.

Director Dear's years of experience have given him a deep first-hand understanding of the roles, responsibilities and challenges facing local governmental institutions. He served for 24 years as a Trustee of the Greater Los Angeles Vector Control District, and for 19 years on the Board of Directors for the Los Angeles County Sanitation District No. 5. He also served as President of the South Bay Cities Association (now known as South Bay Cities Council of Governments), on the Board of Directors of the Southern California Cities Joint Powers Consortium and is a member of the Sierra Club.

As a former teacher at Stephen White Middle School in Carson for 38 years, he is well known and widely respected by his former students, colleagues and members of the community. In 1983 he was "Teacher of the Year" for Region A of the Los Angeles Unified School District. Dear's professional affiliations include his service as a member of the National Council for Social Studies, board member of the Political Action Council of Educators, and six terms of service as a member of the House of Representatives of the United Teachers of Los Angeles (UTLA). His civic affiliations include the Association for Retarded Citizens – South Bay, El Nido Services, Gardena Elks, Gardena High School Booster Club, Gardena Jaycees, Gardena Valley Cultural Arts Corporation, Gardena Valley Friends of the Library, Gardena Valley Music Association, Gardena Valley Red Cross, Gardena-Carson Family YMCA, Hollypark and Gardena Valley Lions Club, Kiwanis Club of Gardena Valley, Serra High School Advisory Board, and the University of Southern California San Pedro Peninsula Trojan Club.

Director Dear has also distinguished himself through his outstanding work with youth, not only as a noteworthy educator, but also for his 30 years of unselfish dedication as a coach for more than 70 teams in three sports through the Gardena Recreation Department Youth Sports Leagues.

NOMINATION  
OF  
INDEPENDENT SPECIAL DISTRICT REPRESENTATIVE  
TO THE  
LOS ANGELES COUNTY LOCAL AGENCY FORMATION COMMISSION

To: Independent Special District Selection Committee

From: President James P. Bodnar and Member of the Board of Directors

Date: December 3, 2019

Name of Candidate: Sharon Raghavachary

The Board of Directors of the Crescenta Valley Water District is pleased to nominate  
Sharon Raghavachary as a candidate for appointment as special

district **REPRESENTATIVE** to the Los Angeles Local Agency Formation Commission. The  
nominee is an elected official or a member of the board of an independent special district appointed  
for a fixed term. For your consideration, we submit the following additional information together  
with a resume of the candidate's qualifications.

Elective office: Director of Board of Directors of

Agency: Crescenta Valley Water District

Type of Agency: Water and Sewer District

Term Expires: December 2020

Residence Address: 2209 Maurice Ave.

La Crescenta, CA 91214

Telephone: 818 541-9071

PLEASE ATTACH RESUME OR CANDIDATE STATEMENT (limit one page)

Crescenta Valley Water District  
(Name of Agency)

By: [Signature]  
Its: Chairman of the Board of Directors



## **Crescenta Valley Water District**

2700 Foothill Boulevard, La Crescenta, California 91214  
Phone (818) 248-3925 Fax (818) 248-1659

### **Directors**

Judy L. Tejada  
James D. Bodnar  
Kerry D. Erickson  
Kenneth R. Putnam  
Sharon Raghavachary

### **Officers**

Nemesiano Ochoa, P.E.  
*General Manager*  
James Lee  
*Director of Finance & Administration*

Director Raghavachary has been active in the La Crescenta Community for 20 years and has a background in accounting and computer systems.

Ms. Raghavachary is a founder of the Crescenta Valley Community Association. She served for seven years on the Crescenta Valley Town Council, during which time she was co-chair of the Foothill Design Committee, that wrote design standards for Foothill Boulevard, and was a member of Supervisor Antonovich's Library Committee. She also served as Council Vice President and Land Use Committee Chair.

Additionally, Director Raghavachary served three years on the Parent Advisory Council for Children's Hospital Los Angeles, providing input for the new hospital tower. She has been a volunteer for the Los Angeles County Sheriff's Department and Treasurer of the Crescenta Valley Arts Council, as well as a Girl Scout troop leader for ten years, and for over five years she wrote a featured column for the Glendale New Press and the Crescenta Valley Weekly. She is currently serving her second year on the Clark Magnet High School's School Site Council.

Ms. Raghavachary has teenage twins, a boy and a girl, who attend Clark Magnet and Crescenta Valley High Schools.



# Main San Gabriel Basin WATERMASTER

JANUARY 8, 2020

## REPORT OF THE WATERMASTER ENGINEER ON HYDROLOGIC CONDITIONS

### Baldwin Park Key Well (see attached graph)

- Located in the central portion of the San Gabriel Valley within the City of Baldwin Park and used as a general indication of water elevations throughout the San Gabriel Valley
- One vertical foot is equivalent to about 8,000 acre-feet of groundwater in the Main Basin
- On December 2, 2019, the Baldwin Park Key Well groundwater elevation was 212.1 feet.
- On December 30, 2019, the Baldwin Park Key Well groundwater elevation was 212.5 feet, an increase of 0.3 feet from the prior week. **The historic low was 169.4 feet on November 21, 2018.**
  - ❖ An increase of about 0.4 feet from the prior month.
  - ❖ About 37 feet higher than one year ago (represents 296,000 acre-feet). Includes an estimated 257,000 acre-feet of untreated imported water in cyclic storage accounts, which represents about 32 feet of groundwater elevation at the Key Well.
    - Producer Cyclic Storage – 47,000 AF
    - MWD Cyclic Storage (for UD RDA delivery) – 132,000 AF
    - Other Cyclic Storage – 78,000 AF

### Rainfall (see attached graphs)

- Data are readily available on a daily basis and are indicative of comparative amount of rainfall in the San Gabriel Valley (percent of average)
- Puddingstone Dam as of December 31, 2019
  - ❖ Average rainfall from July 1<sup>st</sup> through December 31<sup>st</sup> of each year is about 6.00 inches
  - ❖ Rainfall during July 1, 2019 through December 31, 2019 is 7.93 inches, which is 132 percent of average
  - ❖ Rainfall during July 1, 2018 through December 31, 2018 was about 5.95 inches, which was 99 percent of average
  - ❖ Rainfall during July 1, 2018 through June 30, 2019 was 23.60 inches, which was 130 percent of average
- Los Angeles Civic Center as of December 31, 2019
  - ❖ Average rainfall from July 1<sup>st</sup> through December 31<sup>st</sup> of each year is about 4.12 inches

- ❖ Rainfall during July 1, 2019 through December 31, 2019 is 6.96 inches, which is 169 percent of average
- ❖ Rainfall during July 1, 2018 through December 31, 2018 was about 4.26 inches, which was 103 percent of average
- ❖ Rainfall during July 1, 2018 through June 30, 2019 was 18.82 inches, which was 124 percent of average

#### Reservoir Storage and Releases

- There are three dams and reservoirs located along the San Gabriel River above San Gabriel Canyon. Their primary function is for flood control and also used to store watershed runoff for subsequent groundwater replenishment.
  - ❖ Cogswell Reservoir is located highest in the watershed and has a maximum storage capacity of 10,438 acre-feet
  - ❖ San Gabriel Reservoir is located downstream of and receives releases from Cogswell Reservoir, and has a maximum storage capacity of 44,106 acre-feet
  - ❖ Morris Reservoir is located downstream of and receives releases from San Gabriel Reservoir, and has a maximum storage capacity of 29,944 acre-feet. Releases from Morris Reservoir and San Gabriel Reservoir are used at local surface water treatment plants and used for groundwater replenishment
  - ❖ Total storage capacity is 83,255 acre-feet
  - ❖ The combined minimum pool behind Cogswell, San Gabriel and Morris Reservoirs is about 10,500 acre-feet.
  - ❖ Combined storage as of December 30, 2019 was 32,520 acre-feet (about 39 percent of capacity). **Excluding minimum pool storage, about 22,000 acre-feet is available for direct use or groundwater replenishment.**
  - ❖ About 34,000 acre-feet was released from Morris between May 28, 2019 and June 30, 2019 with about 50 percent allocated to Main Basin.
  - ❖ About 40,000 acre-feet was released from Morris between July 12, 2019 and September 4, 2019 and conserved entirely in the Main Basin.
  - ❖ San Gabriel Reservoir inflow was 103 cfs and release was 0 cfs as of December 30, 2019.  
Morris Reservoir inflow was 4 cfs and release was 0 cfs as of December 30, 2019.

#### Untreated Imported Water Deliveries

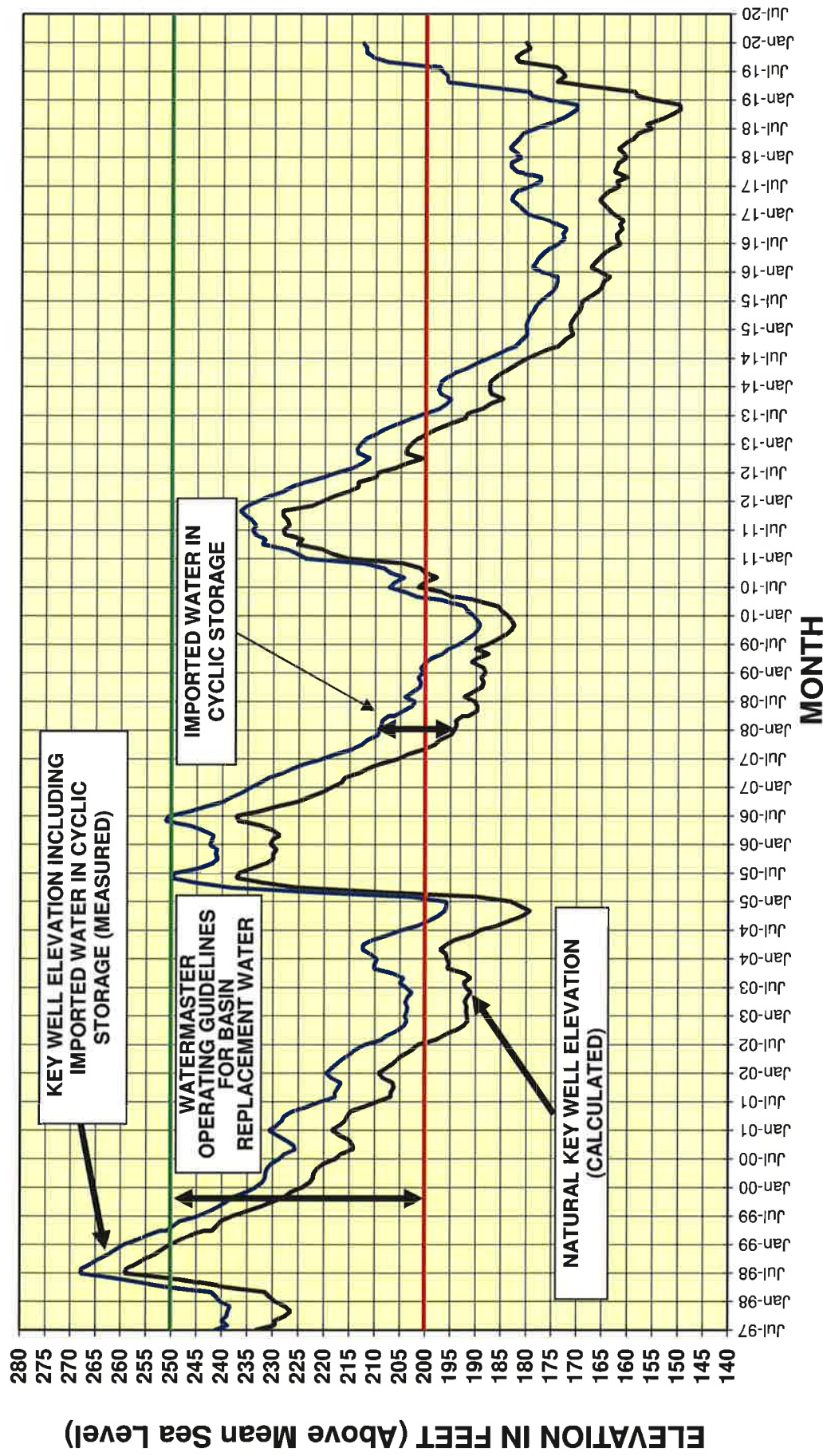
- Upper District
  - ❖ USG-3 is located in San Gabriel Canyon just below Morris Dam, it represents Upper District's primary point of delivery of untreated imported water for groundwater replenishment to the San Gabriel Valley. The typical delivery rate is about 190 cfs (or about 375 acre-feet per day)



- ❖ Upper District/MWD is expected to deliver untreated imported water through USG-3 through the end of December 2019 into cyclic storage account.
  - About 10,000 acre-feet was delivered in May 2019, about 10,871 acre-feet was delivered in July 2019, about 17,518 acre-feet was delivered in August 2019, about 16,983.7 acre-feet was delivered in September 2019, about 17,601.6 acre-feet was delivered in October 2019 and about 11,540.4 acre-feet was delivered in November 2019.
  - An estimated 12,000 acre-feet will be delivered in December 2019.
- Three Valleys District
  - ❖ Three Valleys District/MWD requested about 8,800 acre-feet to be delivered through USG-3 and PM-26 into cyclic storage account. Of the 8,800 acre-feet, about 1,665 acre-feet was delivered in May 2019, about 5,335 acre-feet was delivered in July 2019, and the remaining 1,800 acre-feet will begin after Upper District's request has been fulfilled.
- San Gabriel District
  - ❖ During December 2019, San Gabriel District will deliver an estimated 900 acre-feet to the San Dimas Spreading Grounds.

#### **Landfill Report**

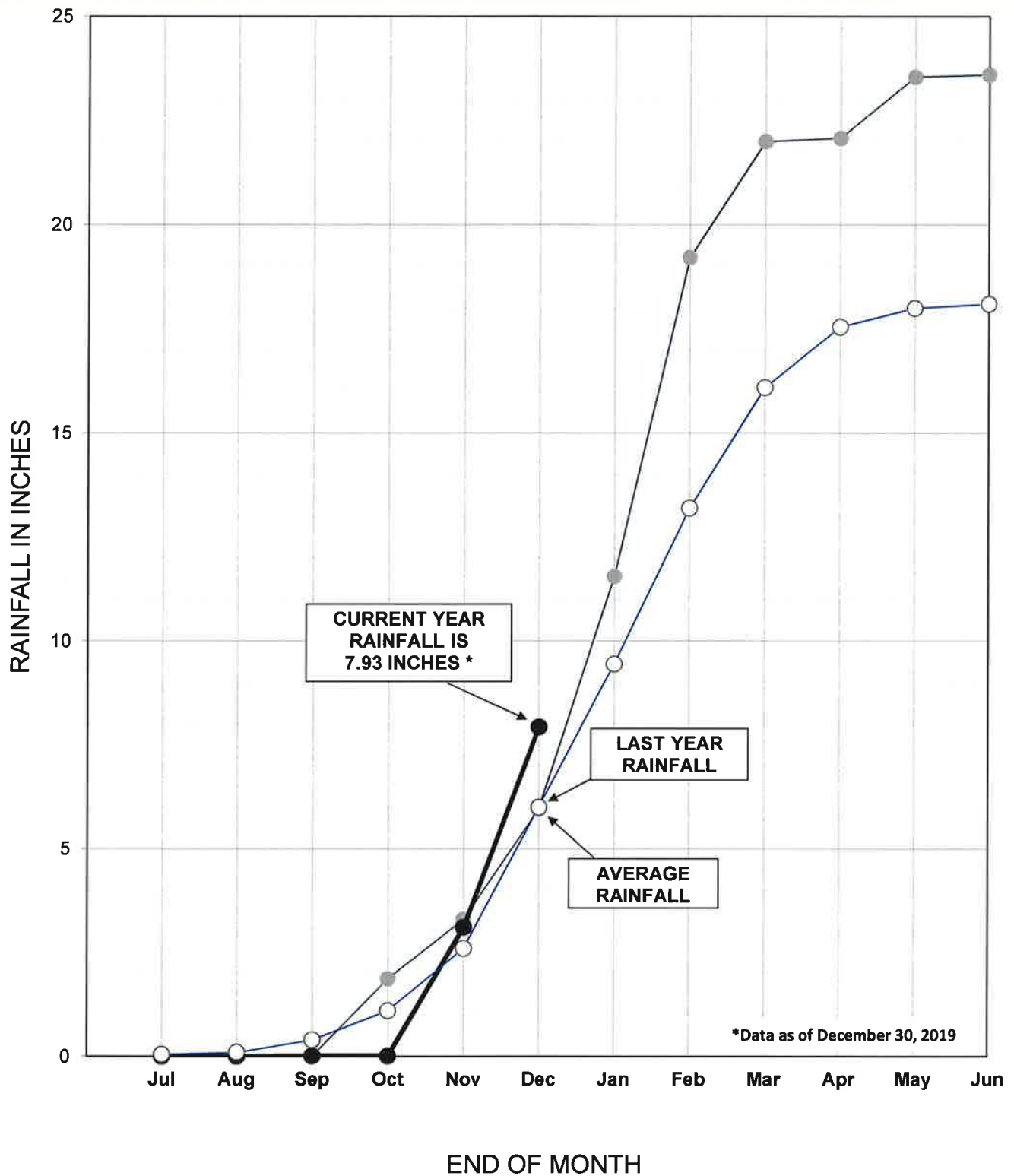
- Watermaster staff toured the following landfills during the month of December 2019:
  - ❖ Azusa Land Reclamation
  - ❖ Peck Road
  - ❖ Arcadia Reclamation Inc. (formerly Nu Way – Arrow)
- During the tour, Watermaster staff found that each landfill appeared to operate consistent with the conditions under each landfill's permit.



**MAIN SAN GABRIEL BASIN WATERMASTER**

**BALDWIN PARK KEY WELL  
GROUNDWATER ELEVATION**

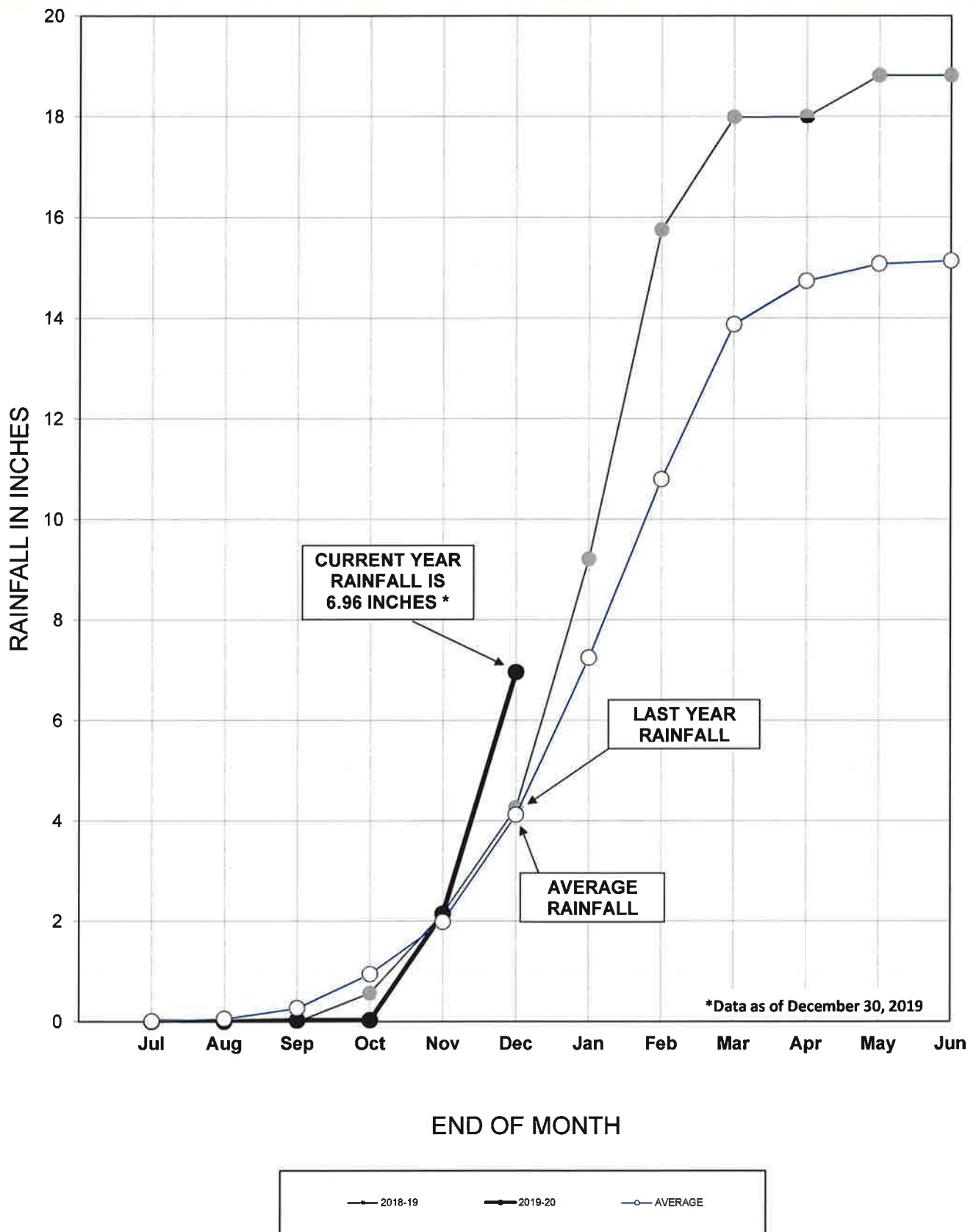




**STETSON ENGINEERS INC.**  
Covina San Rafael Mesa, Arizona  
WATER RESOURCE ENGINEERS

**MAIN SAN GABRIEL BASIN WATERMASTER**

**ACCUMULATED RAINFALL  
AT PUDDINGSTONE DAM (STATION NO. 96-C)**



**STETSON ENGINEERS INC.**  
Covina San Rafael Mesa, Arizona  
WATER RESOURCE ENGINEERS

**MAIN SAN GABRIEL BASIN WATERMASTER**

**ACCUMULATED RAINFALL  
AT LOS ANGELES CIVIC CENTER**