

AGENDA

REGULAR MEETING OF THE BOARD OF DIRECTORS LA PUENTE VALLEY COUNTY WATER DISTRICT 112 N. FIRST STREET, LA PUENTE, CALIFORNIA MONDAY, MARCH 13, 2023, AT 5:30 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL OF BOARD OF DIRECTORS

President Hernandez____ Vice President Rojas____ Director Argudo_____

Director Barajas____ Director Escalera____

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. 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 February 27, 2023.
- B. Approval of District's Expenses for the Month of February 2023.
- C. Approval of City of Industry Waterworks System Expenses for the Month of February 2023.
- D. Receive and File the District's Water Sales Report for February 2023.
- E. Receive and File the City of Industry Waterworks System's Water Sales Report for February 2023.

7. ACTION / DISCUSSION ITEMS

A. Discussion/Action Regarding Nomination for ACWA Joint Powers Authority Executive Committee.

Recommendation: Adopt Resolution 294

- B. Consideration of Resolution 295 Regarding Changing Regular Board Meeting Time *Recommendation:* Adopt Resolution 295
- C. Discussion Regarding Art Mural *Recommendation:* Board Discretion
- 8. OPERATIONS AND MAINTENANCE SUPERINTENDENT'S REPORT *Recommendation:* Receive and File
- 9. TREATMENT AND SUPPLY SUPERINTENDENT'S REPORT *Recommendation:* Receive and File

10. GENERAL MANAGER'S REPORT

11. OTHER ITEMS

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

12. ATTORNEY'S COMMENTS

13. BOARD MEMBER COMMENTS

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

14. FUTURE AGENDA ITEMS

15. ADJOURNMENT

POSTED: Friday, March 10, 2023

President Henry P. Hernandez, 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. Roy Frausto, 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.



Item 6 Consent Calendar



MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE LA PUENTE VALLEY COUNTY WATER DISTRICT FOR MONDAY, FEBRUARY 27, 2023, AT 5:30 PM

1. CALL TO ORDER

President Hernandez called the meeting to order at 5:30 p.m.

2. PLEDGE OF ALLEGIANCE

President Hernandez led the meeting in the Pledge of Allegiance.

3. ROLL CALL OF THE BOARD OF DIRECTORS

| President | Vice President | Director | Director | Director |
|-----------|-------------------------------|-------------------------------|----------|-------------------------------|
| Hernandez | Rojas | Argudo | Barajas | Escalera |
| | Present Via Teleconference | Present Via Teleconference | Absent | Present Via Teleconference |

OTHERS PRESENT

Staff and Counsel: General Manager & Board Secretary, Roy Frausto; Office Manager, Gina Herrera; Customer Service and Accounting Clerk II, Vanessa Koyama; Operations & Maintenance Superintendent, Paul Zampiello; Water Treatment & Supply Superintendent, Cesar Ortiz; Lead Customer Service & Accounting Clerk, Shaunte Maldonado and District Counsel, Jim Ciampa all present via teleconference.

Public: None.

4. PUBLIC COMMENTS

No comments from the public.

5. ADOPTION OF AGENDA

Motion: Adopt Agenda as Presented. 1st: President Hernandez 2nd: Vice President Rojas

| | Hernandez | Rojas | Argudo | Barajas | Escalera | |
|------|-----------|-------|--------|---------|----------|--|
| Vote | Yes | Yes | Yes | Absent | Yes | |

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent.

6. APPROVAL OF CONSENT CALENDAR

Motion: Approve Consent Calendar as Presented. 1st: President Hernandez 2nd: Vice President Rojas

| | Hernandez | Rojas | Argudo | Barajas | Escalera |
|------|-----------|-------|--------|---------|----------|
| Vote | Yes | Yes | Yes | Absent | Yes |

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent.

7. FINANCIAL REPORTS

A. Summary of the District's Cash and Investments as of January 31, 2023.

Mr. Frausto provided a summary of the balances in each account provided in the Summary of Cash and Investments.

Motion: Receive and File the Summary of Cash and Investments as of January 31, 2023. 1st: Director Escalera

2nd: President Hernandez

| | Hernandez | Rojas | Argudo | Barajas | Escalera |
|------|-----------|-------|--------|---------|----------|
| Vote | Yes | Yes | Yes | Absent | Yes |

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent.

Director Barajas entered the meeting at approximately 5:35 p.m.

B. Statement of District's Revenue and Expenses as of January 31, 2023.

Mrs. Herrera provided a summary of the Statement of Revenues and Expenses for the District as of January 31, 2023.

Motion: Receive and File the Statement of the District's Revenue and Expenses as of January 31, 2023.

1st: President Hernandez

2nd: Director Escalera

| | Hernandez | Rojas | Argudo | Barajas | Escalera |
|------|-----------|-------|--------|---------|----------|
| Vote | Yes | Yes | Yes | Yes | Yes |

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent.

C. Statement of the Industry Public Utilities' Water Operations Revenue and Expenses as of January 31, 2023.

Mrs. Herrera provided a summary of the Statement of Revenues and Expenses for the Industry Public Utilities' Water Operations.

Motion: Receive and File the Statement of the Industry Public Utilities Water Operations' Revenue and Expenses as of January 31, 2023.

1st: President Hernandez

2nd: Vice President Rojas

| | Hernandez | Rojas | Argudo | Barajas | Escalera |
|------|-----------|-------|--------|---------|----------|
| Vote | Yes | Yes | Yes | Yes | Yes |

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent.

8. ACTION / DISCUSSION ITEMS

A. Discussion Regarding Regular Board Meetings.

Mr. Frausto discussed moving the District's Board Meetings from 5:30 p.m. to 4:30 p.m., they will still be held on the second and fourth Mondays of each month.

Discussion only, no formal action was taken.

B. Update on the District's Water Quality Authority FFA Grand Award.

Mr. Frausto announced the grant fund amount awarded to the District to assist with the cost of the Nitrate Treatment Facility.

Discussion only, no formal action was taken.

C. Discussion/Action Regarding Nomination for ACWA Joint Powers Authority Executive Committee.

Mr. Frausto discussed a letter from Lenet Pacheco asking for support in nominating her to the Association of California Water Agencies Joint Powers Insurance Authority Committee. A letter of support was written as Resolution 293.

Motion: Adopt Resolution 293. 1st: President Hernandez 2nd: Director Barajas

| | Hernandez | Rojas | Argudo | Barajas | Escalera |
|------|-----------|-------|--------|---------|----------|
| Vote | Yes | Yes | Yes | Yes | Yes |

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent.

9. GENERAL MANAGER'S REPORT

Mr. Frausto did not have anything to report.

10. OTHER ITEMS

A. Upcoming Events

Mrs. Herrera announced the upcoming events and who was signed up to attend.

B. Information Items.

Included in Board Packet.

11. ATTORNEY'S COMMENTS

Mr. Ciampa reported on new various bills introduced.

12. BOARD MEMBERS COMMENTS

A. Report on Events Attended.

Director Escalera reported that he attended one event: (1) SCWUA Luncheon.

B. Other Comments.

13. FUTURE AGENDA ITEMS

None.

14. ADJOURNMENT

President Hernandez adjourned the meeting at 5:52 p.m.

Attest:

Henry P. Hernandez, President

Roy Frausto, Secretary

La Puente Water District February 2023 Disbursements

| Check # | Рауее | Amount | Description |
|---------|--------------------------------------|-----------------|--|
| 10589 | ACWA/JPIA | \$ 5,093.90 | Health Benefits |
| 10590 | Cintas | \$ 122.78 | Uniform Service |
| 10591 | CJ Brown & Company CPAs | \$ 500.00 | Audit Service |
| 10592 | Ferguson Waterworks | \$ 9,680.40 | Meter Expense - Inventory |
| 10593 | Highroad IT | \$ 1,873.50 | Technical Support |
| 10594 | Johnny's Pool Services Inc | \$ 40.87 | Reservoir Maintenance |
| 10595 | Merritt's Hardware | \$ 522.35 | Field Supplies |
| 10596 | Petty Cash | \$ 12.93 | Office/Field Expense |
| 10597 | SC Edison | \$ 10,100.51 | Power Expense |
| 10598 | Staples | \$ 31.39 | Office Supplies |
| 10599 | Underground Service Alert | \$ 126.83 | Line Notifications |
| 10600 | Weck Laboratories Inc | \$ 63.30 | Water Sampling |
| 10601 | Western Water Works | \$ 6,201.88 | Field Supplies - Inventory |
| 10602 | Waste Management of SG Valley | \$ 230.72 | Trash Service |
| 10603 | Northstar Chemical | \$ 16,203.47 | Chemicals Expense |
| 10604 | Weck Laboratories Inc | \$ 3,761.65 | Water Sampling |
| 10605 | Weck Laboratories Inc | \$ 4,944.80 | Water Sampling |
| 10606 | Weck Laboratories Inc | \$ 395.58 | Water Sampling |
| 10608 | Bliss Car Wash LLC | \$ 3,330.71 | Developer Project Refund |
| 10609 | Alexandra Guevara | \$ 395.00 | Cleaning Service |
| 10610 | Applied Technology Group Inc | \$ 30.00 | Radio System |
| 10611 | Chevron | \$ 2,803.80 | Truck Fuel |
| 10612 | Continental Utility Solutions Inc | \$ 50.00 | Billing Expense |
| 10613 | Doty Bros Construction Co | \$ 10,974.08 | Valve Maintenance |
| 10614 | Grainger Inc | \$ 28.20 | Field Supplies |
| 10615 | InfoSend | \$ 49.58 | Billing Expense |
| 10616 | Interstate Billing Service Inc | \$ 6,165.80 | Truck Maintenance |
| 10617 | Jack Henry & Associates | \$ 41.00 | Web E-Check Fee's |
| 10618 | O'Reilly Auto Parts | \$ 303.83 | Truck Maintenance |
| 10619 | Olson Resources | \$ 750.00 | Administrative Support |
| 10620 | Peck Road Gravel | \$ 360.00 | Asphalt & Concrete Disposal |
| 10621 | Right of Way Inc | \$ 214.40 | Safety Supplies |
| 10622 | S & J Supply Co Inc | \$ 563.56 | Field Supplies - Inventory |
| 10623 | SC Edison | \$ 185.54 | Power Expense |
| 10624 | Valley Vista Services | \$ 383.04 | Trash Service |
| 10625 | Wesco Security Systems Inc | \$ 297.00 | Security Monitoring |
| 10626 | InfoSend | \$ 1,103.23 | Billing Expense |
| 10627 | CA-NV Section AWWA | \$ 678.00 | Spring Conference 2023 - Escalera & Hernai |
| 10628 | Cintas | \$ 122.78 | Uniform Service |
| 10629 | Citi Cards | \$ 5,466.96 | Conference & Administrative Expenses |
| 10630 | Colby Pest Control Service | \$ 150.00 | Pest Control |
| 10631 | Collicutt Energy Services Inc | \$ 2,255.54 | Generator Maintenance |
| 10632 | County Sanitation Dists of LA County | \$ 161.01 | Refuse Fee's |
| 10633 | Jack Henry & Associates | \$ 28.25 | Web E-Check Fee's |
| 10634 | Pacific Premier Bank | \$ 99,405.61 | Bank Loan Payment |
| 10635 | Resource Building Materials | \$ 142.34 | Field Supplies |
| 10636 | San Gabriel Valley Water Company | \$ 237.80 | Water Service |
| 10637 | Spectrum Business | \$ 294.13 | Telephone Service |

La Puente Water District February 2023 Disbursements - continued

| Check # | Рауее | Amount | Description |
|------------|--------------------------------|------------------|---|
| 10638 | Vortex Industries Inc | \$ 1,545.00 | Hudson Door Repair |
| 10639 | Weck Laboratories Inc | \$ 443.28 | Water Sampling |
| 10640 | Spectrum Business | \$ 709.37 | Telephone Service |
| 10641 | Ryan J Stanton | \$ 350.00 | Boot Allowance |
| 10642 | ACWA/JPIA | \$ 38,032.70 | Health Benefits |
| 10643 | Eide Bailly LLP | \$ 2,198.85 | Administrative Support |
| 10644 | Hach Company | \$ 249.89 | Field Supplies |
| 10645 | Lagerlof LLP | \$ 5,426.00 | Attorney Fee's |
| 10646 | Mutual of Omaha | \$ 1,278.36 | Life & Disability Insurance |
| 10647 | Premier Access Insurance Co | \$ 3,318.75 | Dental Insurance |
| 10648 | Public Water Agencies Group | \$ 578.25 | Administrative Expense |
| 10649 | Resource Building Materials | \$ 38.31 | Field Supplies |
| 10650 | Right of Way Inc | \$ 2,226.09 | Safety Supplies |
| 10651 | S & J Supply Co Inc | \$ 1,879.46 | Field Supplies - Inventory |
| 10652 | Spectrum Business | \$ 335.00 | Telephone Service |
| 10653 | Total Compensation Systems Inc | \$ 1,800.00 | Administrative Support |
| 10654 | Uline Inc | \$ 417.52 | Safety Supplies |
| 10655 | Weck Laboratories Inc | \$ 141.80 | Water Sampling |
| 10656 | Western Water Works | \$ 706.08 | Field Supplies - Inventory |
| 10657 | SC Edison | \$ 40,793.41 | Power Expense |
| 10658 | United Site Services | \$ 664.78 | Restroom Service @ Treatment Plant |
| 10659 | Ryan J Stanton | \$ 1,358.97 | Educational Reimbursement |
| 10660 | Jordan R Navarro | \$ 311.43 | Boot Allowance |
| 10661 | Arturo B Briseno Jr | \$ 102.45 | Boot Allowance |
| 10662 | CA-NV Section AWWA | \$ 399.00 | Spring Conference 2023 - Rojas |
| Online | Home Depot | \$ 208.54 | Field Supplies |
| Autodeduct | Wells Fargo | \$ 145.80 | Merchant Fee's |
| Autodeduct | First Data Global Leasing | \$ 44.00 | Credit Card Machine Lease |
| Autodeduct | Bluefin Payment Systems | \$ 934.49 | Web Merchant Fee's |
| On-line | United States Treasury | \$ 33,524.40 | Federal, Social Security & Medicare Taxes |
| On-line | Employment Development Dept | \$ 5,807.34 | California State & Unemployment Taxes |
| On-line | Lincoln Financial Group | \$ 10,155.00 | Deferred Comp |
| On-line | CalPERS | \$ 19,174.14 | Retirement Program |
| | Total Vendor Payments | \$ 372,176.51 | |

La Puente Valley County Water District Payroll Summary February 2023

| | February 2023 |
|--|---------------|
| Employee Wages, Taxes and Adjustments | |
| Gross Pay | |
| Total Gross Pay | 133,468.60 |
| Deductions from Gross Pay | |
| Total Deductions from Gross Pay | -14,211.84 |
| Adjusted Gross Pay | 119,256.76 |
| Taxes Withheld | |
| Federal Withholding | -13,078.00 |
| Medicare Employee | -1,937.73 |
| Social Security Employee | -8,285.47 |
| CA - Withholding | -5,566.35 |
| Medicare Employee Addl Tax | 0.00 |
| Total Taxes Withheld | -28,867.55 |
| Net Pay | 90,389.21 |
| Employer Taxes and Contributions | |
| Medicare Company | 1,937.73 |
| Social Security Company | 8,285.47 |
| CA - Unemployment | 225.94 |
| CA - Employment Training Tax | 15.05 |
| Total Employer Taxes and Contributions | 10,632.19 |

La Puente Water District February 2023 Disbursements

| Total Vendor Payables | \$ 372,176.51 |
|-----------------------------------|------------------|
| Total Payroll | \$ 90,389.21 |
| Total February 2023 Disbursements | \$ 462,565.72 |

Industry Public Utilities February 2023 Disbursements

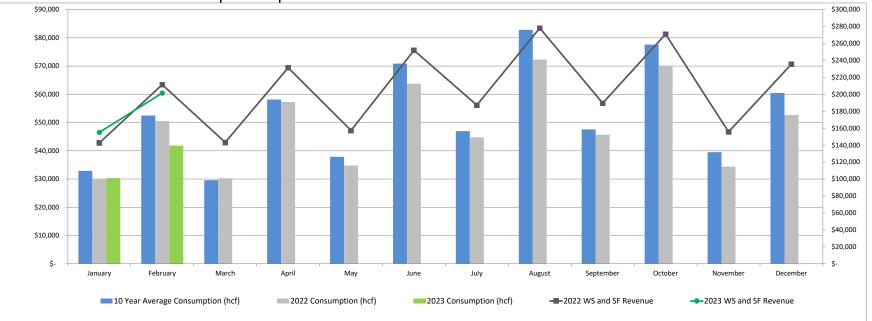
| Check # | Payee | Amount | Description |
|---------|--|-----------------|--|
| 5494 | ACWA/JPIA | \$ 1,273.48 | Worker's Compensation Program |
| 5495 | Cintas | \$ 122.76 | Uniform Service |
| 5496 | Highroad IT | \$ 1,249.00 | Technical Support |
| 5497 | Hunter Electric | \$ 668.11 | SCADA Maintenance |
| 5498 | Johnny's Pool Service Inc | \$ 20.43 | Reservoir Maintenance |
| 5499 | Merritt's Hardware | \$ 92.22 | Field Supplies |
| 5500 | Petty Cash | \$ 8.69 | Office/Field Expense |
| 5501 | Staples | \$ 31.38 | Office Supplies |
| 5502 | Underground Service Alert | \$ 126.82 | Line Notifications |
| 5503 | Weck Laboratories Inc | \$ 18.50 | Water Sampling |
| 5504 | Continental Utility Solutions Inc | \$ 50.00 | Billing Expense |
| 5505 | Grainger Inc | \$ 28.20 | Field Supplies |
| 5506 | Hunter Electric | \$ 478.47 | Booster Maintenance |
| 5507 | InfoSend | \$ 911.77 | Billing Expense |
| 5508 | La Puente Valley County Water District | \$ 66,848.47 | Labor Costs January 2022 |
| 5509 | Peck Road Gravel | \$ 360.00 | Asphalt & Concrete Disposal |
| 5510 | Right of Way Inc | \$ 214.39 | Safety Supplies |
| 5511 | SC Edison | \$ 13,760.98 | Power Expense |
| 5512 | SoCal Gas | \$ 13.81 | Gas Expense |
| 5513 | Spectrum Business | \$ 84.14 | Telephone Service |
| 5514 | Sunbelt Rentals | \$ 288.30 | Equipment Rental |
| 5515 | Cintas | \$ 122.76 | Uniform Service |
| 5516 | Citi Cards | \$ 1,028.00 | Administrative Expense |
| 5517 | Collicutt Energy Services Inc | \$ 1,029.81 | Generator Maintenance |
| 5518 | Eide Bailly LLP | \$ 569.35 | Administrative Support |
| 5519 | Industry Public Utility Commission | \$ 1,375.12 | Industry Hills Power Expense |
| 5520 | La Puente Valley County Water District | \$ 23,883.06 | Truck, Vehicle & Equipment Reimbursement |
| 5521 | La Puente Valley County Water District | \$ 21,958.95 | Inventory Reimbursement |
| 5522 | Resource Building Materials | \$ 142.33 | Field Supplies |
| 5523 | Spectrum Business | \$ 294.13 | Telephone Service |
| 5524 | Weck Laboratories Inc | \$ 526.05 | Water Sampling |
| 5525 | Hach Company | \$ 249.89 | Field Supplies |
| 5526 | Janus Pest Management Inc | \$ 130.00 | Rodent Control |
| 5527 | Lagerlof LLP | \$ 942.50 | Attorney Fee's |
| 5528 | Resource Building Materials | \$ 38.30 | Field Supplies |
| 5529 | Right of Way Inc | \$ 2,226.09 | Safety Supplies |
| 5530 | San Gabriel Valley Water Company | \$ 1,086.30 | Water Service |
| 5531 | Sunbelt Rentals | \$ 576.60 | Equipment Rental |
| 5532 | Uline Inc | \$ | Safety Supplies |
| 5533 | Weck Laboratories Inc | \$ 135.00 | Water Sampling |

Industry Public Utilities February 2023 Disbursements - continued

| Check # | Рауее | Amount | Description |
|------------|-----------------------------------|------------------|-------------------------------------|
| Online | Home Depot | \$ 86.15 | Field Supplies |
| Autodeduct | Wells Fargo | \$ 53.50 | Merchant Fee's |
| Autodeduct | Bluefin Payment Systems | \$ 1,106.99 | Web Merchant Fee's |
| Autodeduct | Jack Henry & Associates | \$ 16.70 | Web E-Check Fee's |
| Autodeduct | First Data Global Leasing | \$ 44.00 | Credit Card Machine Lease - Monthly |
| | Total February 2023 Disbursements | \$ 144,689.01 | |

WATER SALES REPORT LPVCWD 2023

| LPVCWD | January | | February | March | | April | ril May | | June | | | July | | August | | September | | October | November | | De | ecember | | YTD |
|--------------------------------------|----------|--------------|----------|------------|-----|---------|---------|---------|------|---------|----|---------|----|---------|----|-----------|----|---------|----------|---------|----|---------|--------|-----------|
| | | | | | | | | | | | | , | | | | | | | | | | | | |
| No. of Customers | 1,2 | 33 | 1,244 | - | | - | | - | | - | | - | | - | | - | | - | | - | | - | | 2,477 |
| | | | | | | | | | | | | | | | | | | | | | | | | |
| 2023 Consumption (hcf) | 30,3 | 26 | 41,823 | - | | - | | - | | - | | - | | - | | - | | - | | - | | - | | 72,149 |
| 2022 Consumption (hcf) | 30,0 | 28 | 50,516 | 30,287 | | 57,235 | | 34,805 | | 63,736 | | 44,747 | | 72,317 | | 45,688 | | 70,182 | | 34,384 | | 52,672 | | 586,597 |
| 10 Year Average Consumption (hcf) | \$ 32,8 | 95 | 52,489 | \$ 29,606 | \$ | 58,128 | \$ | 37,871 | \$ | 70,878 | \$ | 46,960 | \$ | 82,820 | \$ | 47,561 | \$ | 77,590 | \$ | 39,508 | \$ | 60,451 | | 636,757 |
| 2023 Water Sales | \$ 86,9 | | 119,224 | | s | | \$ | | \$ | | \$ | | \$ | | \$ | - | \$ | | \$ | | \$ | | \$ | 206,215 |
| 2023 Water Sales | φ 00,9 | 91 \$ | 119,224 | ф - | - Þ | - | ¢ | - | ð | - | ф. | - | Þ | - | \$ | - | ¢ | - | Þ | - | ¢ | - | Þ | 200,215 |
| 2022 Water Sales | \$ 78,7 | 37 | 136,210 | \$ 79,575 | \$ | 156,218 | \$ | 93,717 | \$ | 175,590 | \$ | 123,715 | \$ | 201,938 | \$ | 125,971 | \$ | 194,818 | \$ | 92,325 | \$ | 153,404 | \$ | 1,612,219 |
| 2023 Service Fees | \$ 68,1 | 31 \$ | 82,296 | \$ - | \$ | - | \$ | | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 150,427 |
| 2022 Service Fees | \$ 63,8 | 95 \$ | 75,110 | \$ 63,596 | \$ | 75,124 | ¢ | 63,553 | ¢ | 76,336 | ¢ | 63,504 | s | 76,180 | ¢ | 63,586 | \$ | 76,187 | ¢ | 63,364 | \$ | 82,202 | e | 842,637 |
| | | | | | | | | | | | | | | | | | | | | | | | Ψ • | |
| 2023 WS and SF Revenue | \$ 155,1 | 22 \$ | 201,520 | \$ - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 356,642 |
| 2022 WS and SF Revenue | \$ 142,6 | 32 \$ | 211,320 | \$ 143,171 | \$ | 231,342 | \$ | 157,270 | \$ | 251,926 | \$ | 187,219 | \$ | 278,118 | \$ | 189,557 | \$ | 271,006 | \$ | 155,689 | \$ | 235,606 | \$ | 2,454,856 |
| 2023 Hyd Fees | \$ 9 | 50 \$ | 750 | s - | s | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | | \$ | 1,700 |
| | | | | | | | _ | | | | | | | | | | | | | | | | | |
| 2023 DC Fees | \$ 3 | 56 \$ | 11,689 | \$ - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 12,046 |
| 2023 System Revenue | \$ 156,4 | 28 \$ | 213,960 | \$- | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 370,388 |



WATER SALES REPORT CIWS 2023

| <u>CIWS</u> | January | February | March | April | Мау | June | July | Augu | ıst | September | October | November | December | YTD |
|--------------------------------------|------------|---------------------|------------------------|-----------|---------------|-----------|----------|---------|-------|------------|--------------|------------|-----------|--|
| No. of Customers | 967 | 892 | - | - | - | _ | - | | - | - | - | | - | 1,859 |
| | 46,138 | 46 138 21 528 | | | _ | | | | _ | | | | | |
| 2023 Consumption (hcf) | 40,138 | 21,528 | - | - | - | | - | | - | - | - | | - | 67,666 |
| 2022 Consumption (hcf) | 48,649 | 23,297 | 47,199 | 25,789 | 54,759 | 30,786 | 62,3 | 8 33 | 3,319 | 63,877 | 31,199 | 52,840 | 26,093 | 500,195 |
| 10 Year Average Consumption (hcf) | 50,340 | 24,264 | 45,724 | 25,354 | 56,891 | 31,739 | 68,5 | 5 38 | 3,483 | 71,435 | 34,483 | 60,845 | 27,324 | 535,396 |
| | | * •• •• •• • | <u>^</u> | | | | | | | • | | | | * 400 554 |
| 2023 Water Sales | \$ 129,349 | \$ 60,205 | \$ - | \$ - | \$ - | \$ | \$ - | \$ | - | \$- | \$ - | \$ - | \$ - | \$ 189,554 |
| 2022 Water Sales | \$ 123,503 | \$ 58,734 | \$ 119,827 | \$ 65,288 | \$ 140,366 | \$ 78,894 | \$ 162,0 | 4 \$ 86 | 6,507 | \$ 166,187 | \$ 80,453 | \$ 135,174 | \$ 66,444 | \$ 1,283,439 |
| 2023 Service Fees | \$ 69,937 | \$ 55,806 | \$- | \$ - | \$ - | \$ - | \$- | \$ | - | \$ - | \$ - | \$ - | \$- | \$ 125,743 |
| 2022 Service Fees | \$ 62,348 | \$ 50,336 | \$ 62,203 | \$ 50,334 | \$ 62,049 | \$ 50,236 | \$ 62,5 | 8 \$ 50 |),249 | \$ 62,538 | \$ 50,220 | \$ 62,782 | \$ 50,251 | \$ 676,083 |
| | φ 02,040 | ÷ 00,000 | φ 02,200 | φ 50,504 | φ 02,043 | φ 50,250 | φ 02,0 | φ στ | 7,240 | φ 02,000 | φ 50,220 | φ 02,702 | φ 00,201 | * 010,000 |
| 2023 Hyd Fees | \$ 1,550 | \$ 300 | \$- | \$ - | \$ - | \$ - | \$- | \$ | - | \$- | \$ - | \$ - | \$- | \$ 1,850 |
| 2023 DC Fees | \$ 20,050 | \$ 6,282 | \$- | \$ - | \$ - | \$ - | \$ - | \$ | - | \$ - | \$ - | \$ - | \$ - | \$ 26,332 |
| 2023 System Revenues | \$ 220,886 | \$ 122,593 | \$- | \$- | \$- | \$ - | \$- | \$ | - | \$- | \$- | \$ - | \$ - | \$ 343,479 |
| 100,000 | | | | | | | | | | - | | | | \$240,000 - \$230,000 |
| 90,000 | | | | | | | | | | | | | | - \$220,000 - \$210,000 |
| 80,000 | • | | | | | | | | | $ \land $ | | | | - \$200,000 - \$190,000 |
| 70,000 | | | | | $/ \setminus$ | / | / | | | | | | | - \$180,000 - \$170,000 |
| | | / | $\langle \ \backslash$ | | | | | | | | \backslash | | | - \$160,000 - \$150,000 |
| 60,000 | | | | | | | | Y | | | | | | - \$140,000 - \$130,000 |
| 50,000 | | | - | ¥ | | | | | | | | | | \$120,000 - \$110,000 |
| 40,000 | | | | | | | | | | | | _ | | - \$100,000 - \$90,000 |
| | | | | | | | | | | | | | | - \$80,000 |
| 30,000 | | | | | | | | | | | | | _ | \$70,000 |
| 30,000 | | | | | | | | | | | | | | - \$60,000 - \$50,000 |
| 20,000 | E | | E | | | | | | | | | F | | - \$60,000 - \$50,000 - \$40,000 - \$30,000 |
| | | | E | E | | | ŀ | | | | | l | ł | - \$60,000 - \$50,000 - \$40,000 - \$30,000 - \$20,000 - \$10,000 |
| 20,000 | January | February | March | April | May | June | July | Augus | t | September | October | November | December | - \$60,000 - \$50,000 - \$40,000 - \$30,000 - \$20,000 |



Item 7A Nomination for ACWA Joint Powers Authority Executive Committee

Memo

- To: Honorable Board of Directors
- From: Roy Frausto, General Manager
- Date: March 13, 2023
- Re: ACWA Joint Powers Authority ("JPIA") Executive Committee Nomination

Summary

Rowland Water District has contacted the LPVCWD to request support for the nomination of Director Szu Pei Lu-Yang to the ACWA JPIA Executive Committee.

Recommendation

Consider Resolution No. 294

Enclosures:

- 1. Request Letter
- 2. Nomination Procedure
- 3. Resolution No. 294



Board of Directors SZU PEI LU-YANG

President



JOHN E. BELLAH Vice President

VANESSA HSU ROBERT W. LEWIS ANTHONY J. LIMA

February 15, 2023

Roy Frausto General Manager La Puente Valley County Water District 112 N 1st Street La Puente, CA 91744

Dear Roy:

On February 14, the Rowland Water District (RWD) Board of Directors adopted Resolution No. 2.1-2023 nominating its President, Szu Pei Lu-Yang, for the ACWA/JPIA Executive Committee. We formally ask for your agency's support of her nomination by the adoption of an agreeable resolution.

President Lu-Yang is highly qualified to provide exceptional leadership in this role at ACWA/JPIA. The attached statement of qualifications demonstrates her knowledge of California water issues and her ongoing dedication to public service. Her water industry experience affords her with a valuable statewide perspective and the ability to fairly represent both retail and wholesale agencies. President Lu-Yang promises to be an outstanding addition and asset to the ACWA/JPIA Executive Committee.

Included with her qualifications statement is a sample of a concurring resolution in support of her nomination. The Executive Committee elections will be held during JPIA's Board of Directors meeting on May 8 at the ACWA/JPIA Spring Conference in Monterey. Should your Board adopt a concurring resolution, I ask that a certified copy be submitted to the ACWA/JPIA and our District office prior to the March 24, 2023, 4:00 p.m., deadline to the following:

ACWA/JPIA Laura Baryak, Administrative Assistant P.O. Box 619082 Roseville, CA 95661-9082 or <u>Ibaryak@acwajpia.com</u> Rowland Water District Gabriela Sanchez, Executive Assistant 3021 Fullerton Road Rowland Heights, CA 91748 or gsanchez@rwd.org

If you have any questions, please contact Gabby Sanchez, our Executive Assistant, at 562-383-2323 or gsanchez@rwd.org.

Thank you for your time and consideration.

Ism (

TOM COLEMAN General Manager

General Manager: TOM COLEMAN Legal Counsel: JOSEPH P. BYRNE 3021 Fullerton Road, Rowland Heights, CA 91748 • (562) 697-1726 • RWD.org **Board of Directors**



SZU PEI LU-YANG JOHN President Vice

JOHN E. BELLAH VANESSA HSU ROBERT W. LEWIS ANTHONY J. LIMA Vice President

Statement of Qualifications February 2023



Szu Pei Lu-Yang Director, Rowland Water District

I am excited to announce my nomination for the Executive Committee at ACWA JPIA for the 2023-2027 term and humbly request your vote when we meet in May at the upcoming ACWA JPIA Conference. After more than 17 years in this industry, I am equipped and eager to further ACWA JPIA's goal of being "much more than just an insurance provider".

As President of the Rowland Water District Board of Directors, in addition to being a member of Three Valleys Municipal Water District and the Rowland Heights Community Coordinating Council, I am familiar with the demands of leadership and current water-related issues facing our communities. My diverse experience has provided me with a deep knowledge and understanding of pressing challenges from a variety of viewpoints and given me the opportunity to take a unique and productive approach to everything from water quality regulation to effective rate structuring.

I also have the privilege of serving on the Los Angeles County Sheriff's Department Advisory Council, the Los Angeles Assessment Appeals Board, and as president of the Rowland Unified School District For Us Foundation. These appointments have fostered a desire to serve and make an impact.

I came to Rowland Water District as an attorney specializing in general liability litigation in 2006 and have served the District with a commitment to accountability and excellence since that day.

Before beginning my career, I attended the University of California, Los Angeles, and earned a Bachelor of Arts degree in Political Science and Business Administration, and continued my education with a law degree from Loyola Law School, Los Angeles.

In the past 17 years on the Rowland Water District Board of Directors, I have seen triumphs, hardships, and all that falls in between. I have been a part of numerous projects that expanded our local and imported water supplies, brought financial awareness to our community, saved ratepayer dollars, educated the local public and their families, and advanced water conservation through annual poster contests and grant programs for teachers. I have cherished my ability to further these improvements and growth and look forward to sharing that ability with ACWA JPIA.

I recognize and appreciate all of the time, energy and effort that must be put into this position for the agency and its members to succeed, and am prepared to do all that it takes to support ACWA JPIA's needs and reflect its values.

ACWA JPIA Nomination Procedures for Executive Committee

Approximately 120 Days before Election (January 9, 2023)

All ACWA JPIA Directors and Member Districts are to be notified of:

- A) Date and place of Election;
- B) Executive Committee positions and terms of office to be filled by Election;
- C) Nomination Procedures.

120 to 45 Days before Election (January 9 – March 24, 2023)

- A) A district (that participates in all four of the JPIA's programs: Liability, Property, Workers' Compensation and Employee Benefits) may place into nomination its member of the Board of Directors of ACWA JPIA with the concurrence of three districts, then members of the ACWA JPIA, in addition to the nominating district.
- B) Sample resolutions are available on the ACWA JPIA website.
- C) The **district is solely responsible** for timely submission of the nominating resolution and the three additional concurring in nomination resolutions of its candidate for office.

45 Days before Election (March 24, 2023)

A) Deadline and location for receiving the nominating and concurring in nomination resolutions in the ACWA JPIA office:

Friday – March 24, 2023 – 4:30 p.m.

Laura Baryak Administrative Assistant II (Ibaryak@acwajpia.com) ACWA JPIA P. O. Box 619082 Roseville, CA 95661-9082

B) Candidates' statement of qualifications must be submitted, if desired, with the nominating resolutions. The statement of qualifications must be submitted on one side of an 8½ x 11" sheet of paper suitable for reproduction and distribution to all districts. (MSWord or PDF documents preferred).

14 Days before Election (April 24, 2023)

Final notice of the upcoming Election of Executive Committee members will be included as part of the Board of Directors' meeting packet. Final notice shall include:

- A) Date, Time, and Place of Election;
- B) Name and District of all qualified candidates;
- C) Candidate's statement of qualifications (if received); and
- D) Election Procedures and Rules.



RESOLUTION NO. 294

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LA PUENTE VALLEY COUNTY WATER DISTRICT CONCURRING IN NOMINATION TO THE EXECUTIVE COMMITTEE OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES JOINT POWERS INSURANCE AUTHORITY (" JPIA")

WHEREAS, this district is a member district of the JPIA; and

WHEREAS, the Bylaws of the JPIA provide that in order for a nomination to be made to JPIA's Executive Committee, three member districts must concur with the nominating district, and

WHEREAS, another JPIA member district, the ROWLAND WATER DISTRICT has requested that this district concur in its nomination of its member of the JPIA Board of Directors to the Executive Committee of the JPIA;

NOW, THEREFORE, **BE IT RESOLVED** by the Board of Directors of the La Puente Valley County Water District that this district concur with the nomination of SZU PEI LU-YANG of ROWLAND WATER DISTRICT to the Executive Committee of the JPIA.

BE IT FURTHER RESOLVED that the District Secretary is hereby directed to transmit a certified copy of this resolution to the JPIA at P.O. Box 619082, Roseville, CA 95661-9082, forthwith.

PASSED AND ADOPTED by the Board of Directors of La Puente Valley County Water District this 13th day of March 2023.

Henry P. Hernandez President of the Board

ATTEST:

Roy Frausto Board Secretary



Item 7B Consideration of Board Meeting Change in Time

Memo

To: Honorable Board of Directors

From: Roy Frausto, General Manager

Date: March 13, 2023

Re: Changing Regular Board Meeting Schedule

Summary

Puente Valle Connection of the states of the

As discussed during the last regular Board Meeting, staff requested that the Board consider a new start time of 4:30 p.m. for Regular Board Meetings since the District's office now closes at 4:00 p.m.

Recommendation

Consider Resolution No. 295

Enclosures:

1. Resolution No. 295



RESOLUTION NO. 295

RESOLUTION OF THE BOARD OF DIRECTORS OF LA PUENTE VALLEY COUNTY WATER DISTRICT CHANGING REGULAR MEETING TIME

WHEREAS, in accordance with Government Code Section 54954, the Board of Directors of La Puente Valley County Water District previously adopted Resolution No. 192 that established the Board of Directors' regular meeting dates and times as the second and fourth Mondays of each month at 5:30 p.m.; and

WHEREAS, the District's office now closes at 4:00 p.m. and staff has therefore finished its workday at that time; and

WHEREAS, the District's Board of Directors desires to accommodate staff's earlier completion of their workday by moving up the time for the District's Board of Directors' meetings to 4:30 p.m.,

NOW, THEREFORE, BE IT RESOLVED, the La Puente Valley County Water District's Board of Directors hereby revises the start time for the District's regular Board of Directors' meetings to 4:30 p.m., on the second and fourth Mondays of each month.

BE IT FURTHER RESOLVED, that the District's General Manager and District Staff are hereby authorized and directed to take such other actions as may be appropriate or necessary to implement this Resolution..

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the La Puente Valley County Water District held on March 13, 2023. Resolution No. 295 was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

Henry Hernandez, President

ATTEST:

Roy Frausto, Secretary

State of California

SS.

))

County of Los Angeles

I, <u>Roy Frausto</u>, Secretary of the La Puente Valley County Water District, DO HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution No. 295 of the Board of Directors of the La Puente Valley County Water District adopted at a Regular Meeting held on <u>March</u> <u>13</u>, 2023 and that the same has not been amended or repealed.

Roy Frausto, Secretary La Puente Valley County Water District

DATED: _____



Item 7C Mural and Maintenance License Agreement

Memo

To: Honorable Board of Directors

From: Roy Frausto, General Manager

Date: March 13, 2023

Re: Discussion Regarding Art Mural



Summary

As discussed during the January 9, 2023, regular Board Meeting, staff worked with District counsel to draft an agreement between the City of La Puente and the District. Enclosed is a copy of the draft agreement along with several images to be discussed during Monday's meeting.

Recommendation

Discussion and Possible Direction

Enclosures:

- 1. DRAFT Mural and Maintenance License Agreement
- 2. DRAFT Images of Possible Mural

Mural and Maintenance License Agreement

This Mural and Maintenance License Agreement (the "*License*") is dated as of ______, 2023, and made between the La Puente Valley County Water District ("*District*" or "*Licensor*"), and the City of La Puente ("*City*" or "*Licensee*"). District and Licensee are each referred to individually as a "*Party*" and collectively as the "*Parties*."

Recitals

A. Project Life Experiences About Democracy ("*Project L.E.A.D.*") is a partnership between Licensee and the La Puente Unified School District ("*School District*").

B. Under Project L.E.A.D., students from schools in the School District work with local artists to create art in public places for the purposes of preserving community culture, conveying its history, beautifying the City, and advancing the arts.

C. District is the owner of certain real property in the City located at 15842 Main Street, La Puente, California 91744 (the "*Property*").

D. Licensee desires to use a portion the Property for the installation of a mural painting which will be (1) created on Licensee's behalf by students and artists in association with Project L.E.A.D. and (2) funded and maintained for the term (defined below) by Licensee.

E. District desires to grant a license to Licensee to use a portion of the Property for this purpose in accordance with the terms and conditions in this License agreement.

Accordingly, in consideration of the mutual promises, covenants, and conditions in this License, and incorporating the recitals above, the Parties hereby agree as follows:

Agreement

1. **Definitions**. Capitalized terms used and defined in this License have the meaning given to them in this section or at the first location where they are defined.

(a) "*Artists*" means all artists, students, and persons that may be retained, directed, or authorized by Licensee, through its participation in Project L.E.A.D. or otherwise, to create, install, paint, or possibly touch up or repaint the Mural during the Term.

(b) "*Building*" means the building located on the Property.

(c) "*Good Condition*" means that the Mural and Mural Location is free of dirt, debris, graffiti, and any other object or substance interfering with the public's view of the Mural.

(d) *"License*" means the personal and non-assignable license granted to Licensee, defined in section 2, and subject to the terms of this License agreement.

(e) *"Licensee Parties"* means, collectively, Licensee's officers, employees, contractors, agents, vendors, guests, invitees, and consultants, including Artists.

(f) *"Maintain"* or *"Maintenance"* means all maintenance and repair work required to keep the Mural in Good Condition during the Term.

(g) "*Mural*" means the public art to be painted by the Artists directly onto the exterior wall surface of the Building at the Mural Location.

(h) "*Mural Location*" means the west-facing wall of the Building overlooking Main Street and associated with the 101 South 1st Street address, as generally depicted in the attached **Exhibit A**.

(i) *"Mural Installation*" means all work performed by Licensee or Licensee Parties in connection with the installation, creation, and painting of the Mural.

(j) *"Rendering"* means a sketch or graphic design or other means of illustration, produced onto paper (or a digital PDF or similar file that can be accessed and viewed by District personnel via e-mail), of a scale rendition of the proposed Mural, including the color, shading, and texture of the proposed Mural.

(k) *"Term"* has the meaning stated in section 4 below.

2. **Grant of License**. District hereby grants this License to Licensee, and Licensee hereby accepts this personal, revocable, and non-assignable License from District for the limited purpose and privilege of performing the Mural Installation work to create and Maintain the Mural on the Mural Location at the Property for the Term.

3. **License Fee and Reimbursement**. No fees or reimbursements will be exchanged among the Parties as consideration for the License. Licensee shall be solely responsible for all costs associated with designing the Mural, providing Renderings to District for approval, and performing the Mural Installation and Maintenance work during the Term.

4. **Effective Date: Term: Extension of Term**. The rights and obligations granted under this License and agreement shall commence on the date the last Party executes it (the "*Effective Date*") and terminate on the date that is ten (10) years thereafter (the "*Term*"), unless terminated earlier in accordance with its terms. The Parties may mutually agree to extend the Term in a signed writing in accordance with section 30.

5. **District's Approval of Mural Concept and Rendering**. District understands that the visual appearance and concept for the Mural has been or will be developed by Licensee or Licensee Parties in connection with Licensee's involvement with Project L.E.A.D.

The Parties acknowledge and understand that the desired visual concept for the proposed Mural may be based on input from students attending La Puente High School and/or another school in the School District and it will include visual themes which reflect the culture and history of the local community. Prior to commencing the Mural Work at the Property, License shall provide District with a Rendering of the final proposed look and visual appearance of the Mural, incorporating the general themes above, to be approved by a majority vote of the District's Board of Directors ("**Board**"). If Licensee's initial Rendering is not approved by a majority vote of the Board, the Parties agree to work together on a revised final Rendering that meets the satisfaction of both Parties. If for any reason the Parties cannot mutually agree on a final and approved Rendering within six (6) months of the Effective Date, District reserves the right to revoke the License in accordance with its terms, without any liability to Licensee.

6. **Installation of Mural**. Licensee shall begin the Mural Installation work as soon as reasonably practicable after District approves the final Rendering.

(a) **Notice of Installation**. Licensee shall provide advance notice to District of the date and time Licensee intends to commence the Mural Installation work at the Property and Licensee may thereafter proceed with the Mural Installation at that time and date if District is not present, unless District notifies Licensee in writing to the contrary; in which case, the Parties will work together to agree on an alternative commencement date and Mural Installation schedule.

(b) **Materials and Costs**. Licensee shall be solely responsible for all costs associated with the Mural Installation and Maintenance of the Mural; including, but not limited to, the costs of paint, materials, Artist costs and labor, any permits that may be required by section 10.34.060 of the City's Municipal Code or any other applicable government code section, and any required legal work, contracts, or releases that Licensee may obtain from Artists that participate the physical design, creation, or painting of the Mural in accordance with the requirements in section 23.

(c) Application for Encroachment Permit and other Approvals. Although Licensee may not need an encroachment permit for City personnel to perform Mural Work or Maintenance work at the Property, Licensee shall determine whether an encroachment permit may be required for any other Licensee Parties to make use of any sidewalk or any public right-of-way on or in front of the Mural Location during the Mural Installation work, and, if required, Licensee shall acquire that or those permits prior to Licensee or any Licensee Parties commencing any Mural Installation work requiring a permit. Licensee shall also obtain all required permissions, approvals, or permits from the City or local government that may be required in connection with the proposed content of the Mural or the Mural Work before beginning that work. If Licensee determines any such permits or approvals are required, Licensee shall provide a copy of all such permits and approval documents to District before commencing the Mural Work. (d) **Right of Entry.** In addition to District's entry rights under section 7, District reserves the right to enter the Mural Location at any time to supervise the Mural Installation.

7. <u>Maintenance, Repairs, and Operating Responsibilities</u>.

(a) **Maintenance**. The Licensee, at its sole cost, shall be responsible for maintaining the Mural in Good Condition throughout the Term. If, for any reason, the Mural is not maintained in Good Condition during the Term, as determined by District in its reasonable discretion, District shall notify Licensee of the need to perform Maintenance and identify the actions necessary for compliance with this section 7. If Licensee has not performed the Maintenance work stated in District's notice within fourteen (14) calendar days from the date that notice is deemed to have been received by Licensee, District reserves the right to either (i) cure the issue and perform all necessary Maintenance and bill Licensee for all costs; or (ii) terminate the License.

(b) **Mural Security**. The Parties acknowledge that there is a potential that the Mural will be subject to acts of vandalism, including graffiti or tagging on or around the surface of the Mural ("*Vandalism*") and hereby agree that District will not be responsible for safeguarding or securing the Mural Location or Mural against Vandalism. District shall not be liable to Licensee or any Licensee Parties for any injury, theft, loss, or damage that may occur to the Mural or within the Mural Location.

Removal of Vandalism, Obscenities, and Public Safety Hazards. (c) Licensee shall be solely responsible for keeping the Mural Location free from Vandalism and ensuring that the content on the surface of the Mural complies with City ordinances prohibiting indecency and obscenity in public. If at any point during the Term: (i) the Mural is vandalized in an offensive manner; or (ii) any element of the Mural is defaced or altered and deemed to constitute an indecency, obscenity, or public safety hazard, as defined by any City ordinance or state law, Licensee must remediate any such Vandalism or obscenity by removing, modifying, or painting over the Vandalism or that element or those elements containing the obscenity or posing the hazard within three (3) calendar days of receiving written notice from the District of such conditions. If Licensee fails to remediate that Vandalism or obscenity within that three (3) day period, then District, at its sole discretion, reserves the right to remediate any such Vandalism or obscenity by immediately removing, modifying, or painting over the Vandalism or that element or those elements containing the obscenity or posing the hazard, without notice to Licensee, without any liability to Licensee or any Licensee Party, and without waiving District's rights to enforce Licensee's Maintenance obligations during the Term.

(d) **District's Right of Access for Repairs**. If District elects to enter or access the Mural Location to comply with any provision in this section 7, Licensee hereby grants District a right of access to the Mural Location to perform Maintenance work to the Mural.

8. <u>Termination Rights</u>.

(a) **District's Termination Rights**. District shall have the option of terminating this License for any of the following reasons:

- (i) if Licensee fails to fulfill any of its material obligations under subsection 7(a) (Maintenance) or subsection 7(c) (Removal of Vandalism and Obscenities) on an ongoing and repeated basis, as determined by District in its reasonable discretion;
- (ii) if District decides to sell the Property during the Term; or
- (iii) for any purpose whatsoever, upon *unanimous vote* by the District's Board in favor of terminating the License.

If District elects to terminate this License for any reason stated in this subsection 8(a), it will provide written notice of its decision to Licensee, all rights held by Licensee shall cease as of that date, and this License will terminate in accordance with the procedures in section 9.

(b) **Licensee's Termination Rights**. Licensee shall have the option of terminating this License at will upon providing District with at least 30 calendar days' advance notice in writing. If terminated, Licensee shall remove the Mural from the Property in accordance with section 9, unless agreed to otherwise by the Parties in a signed writing.

(c) **District Liability**. If this License is terminated by either Party for any reason, District shall not be liable to Licensee or any Licensee Parties for any costs or other obligations because of its termination.

9. <u>Effect of Termination: Removal of Mural at End of Term</u>. At the natural expiration of this License's Term, or if terminated earlier by either Party in accordance with its terms, Licensee, at Licensee's sole cost, shall have 30 calendar days to remove the Mural and restore the Mural Location to its original condition as of the Effective Date, normal wear and tear excluded. This shall include Licensee repainting all sides of the Building that are viewable by the public, so every side is the same color and there is no indication that the Mural previously existed at the Mural Location on the Building.

10. **District's Rights: Force Majeure**. Licensee understands that its use of the Property (including the Mural and Mural Location) may be curtailed due to acts of God, or unsafe conditions upon the Property, as determined by District. In such an event, District will attempt to provide Licensee with notice as early as possible regarding any curtailment. Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. If a Party has been so affected, they shall immediately give notice to the other Party and do everything possible to resume performance, unless excused from that performance by law or written consent from the other Party.

11. **<u>Required Insurance</u>**. Licensee, at Licensee's sole cost and throughout the Term, shall procure and maintain each type and policy of insurance listed in this section for Licensee and each of the Licensee Parties utilizing the Property in connection with the Mural Installation and Maintenance. All required insurance must contain coverage that complies with the following minimum requirements:

(a) **Commercial general liability insurance**, with limits of not less than \$1,000,000 per occurrence for broad form property damage, and bodily injury, personal injury, and products and completed operations coverage of the same limits as the policy limits, with a general aggregate or excess of not less than \$2,000,000. This insurance must be endorsed, with a separate endorsement letter, to include the "La Puente Valley County Water District," and its officers, employees, agents, and volunteers as additional insureds;

(b) **Workers' compensation insurance**, as statutorily required by the State of California, and employer's liability insurance with limits of not less than \$1,000,000;

(c) **Automobile liability insurance**, covering owned, non-owned, and hired vehicles with a limit of no less than \$1,000,000 per occurrence combined single limit for both bodily injury and property damage.

Before the Mural Work begins, Licensee shall provide District with a certificate evidencing the above insurance coverages and renewal policies, or certificates shall be furnished to District upon renewal of each policy for Licensee and Licensee.

12. <u>Waiver of Subrogation Rights</u>. Licensee hereby grants to District, on behalf of any insurer providing insurance with respect to the Property, a waiver of any right of subrogation, which Licensee's insurer may acquire against District by virtue of payment.

13. Acceptance of Mural Location As-Is. Licensee accepts the Mural Location and Property in its "as-is" condition and agrees that District makes no express or implied warranties about the condition of the Mural Location or Property, or their suitability for use by Licensee. Licensee understands that the paints, materials, and coatings used to construct the Mural must be durable, taking into consideration that the Mural Location is located on an unsecured public space and wall that is exposed to elements, including, but not limited to, weather, temperature variation, and the movement of people, vehicles, and equipment.

14. **District To Be Held Harmless**. Licensee shall defend, indemnify, and hold harmless District, and its agents, officers, and employees, from and against all claims, suits, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees arising out of, or resulting from, losses to anyone who may be injured or damaged by reason of the omissions, willful misconduct, negligence, or wrongful acts of Licensee or any of the Licensee Parties. Notwithstanding the foregoing, Licensee shall not be liable for the defense or indemnification of District for claims, suits, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising out of the sole active negligence or willful misconduct of District.

15. **<u>No Transferrable Rights</u>**. Absolutely no transferable rights in the use of the Property or this License have been conferred upon the Licensee, and this License cannot be assigned or transferred by the Licensee to any other party.

16. **Ordinances and Statutes**. Licensee shall comply with the requirements of all applicable federal, state, and local laws, statutes, regulations, ordinances, and codes now in force, or which may hereafter be in force (collectively, "*Laws*"), pertaining to the Property, including the Mural Installation to be performed at the Property.

17. <u>Waiver, Captions, Jurisdiction of Law: Interpretation</u>. This License agreement will in all respects be interpreted, enforced, and governed under the laws of California, without regard to conflicts of laws rules that may result in the application of another law. No waiver by a Party of any provision of this License may be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a Party of any remedy provided in this License or at law will not prevent the exercise by that Party of any other remedy provided under this License or at law. The caption headings the various sections of this License are for convenience only and will not be considered to limit, expand, or define the contents of the respective sections and the terms thereunder. Masculine, feminine, or neuter gender, and the singular and the plural number, will each be considered to include the other whenever the context so requires.

18. **<u>Copyright</u>**. Subject to the restrictions and usage rights granted to District in this License, and unless otherwise agreed to by the Parties in a signed writing, Licensee shall retain all copyrights in all original works of authorship produced under this License.

19. **Intellectual Property Rights**. Licensee hereby grants to District an unlimited and irrevocable right to do the following with respect to any intellectual property rights in the Mural:

(a) **Reproduction and Distribution**. Each Party may make, display, and distribute, and authorize the making, display, and distribution of photographs and other reproductions of the Mural. Each Party may use such reproductions for any Licensee-related, or District-related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic, and multimedia publicity. The Parties shall ensure that all such reproductions are made in a professional and tasteful manner, in their sole and reasonable judgment. Neither Party or Licensee Party may license or sublicense its rights for any private or commercial purpose. The License granted by this License agreement does not include the right to sell photographs or reproductions of the Mural or to authorize the sale of such photographs or reproductions.

20. **Third Party Infringement**. District is not responsible for any third-party infringement of Licensee's copyright or for protecting Licensee's intellectual property rights.

21. **Publicity**. The Parties shall have the right to use Licensee's name, and/or the name or names of the Artists who ultimately participate in the design or physical painting of

the Mural, including naming and referring to Project L.E.A.D., which shall include the right to these parties' likeness and biographical information in connection with the display or reproduction and distribution of the Mural reproductions discussed in section 19.

22. <u>**Trademark**</u>. If a Party's use of the Mural or Mural Installation creates trademark, service mark, or trade dress rights in connection with the Mural or Mural Installation, each Party shall have an exclusive and irrevocable right in such trademark, service mark, or trade dress.

23. Waiver of Licensee's (Artists') Rights. With respect to the Mural installed under this License, and in consideration of the procedures and remedies specified in this License agreement, Licensee, and Licensee on behalf of all Artists participating in the artistic creation of the Mural, pursuant to signed release agreements Licensee is hereby obligated to obtain from all participating Artists, at its sole cost, hereby waives any and all claims, arising at any time and under any circumstances, against District, and its officers, agents, employees, successors, and permitted assigns, arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987, et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§ 987, et seq., or any other type of moral right protecting the integrity of works of art. Specifically, Licensee hereby waives any and all such claims against District, or any future owners of the Property and Mural Location, and District's agents, officers, and employees, regardless of whether such alteration is made necessary for District's use of the Property for its own business purposes. *Licensee hereby* represents and warrants that Licensee is authorized to sign this waiver on behalf of all *participating Artists* and authors of the Mural work in connection with any intellectual property rights those Artists and authors may have in connection with the Mural and Mural work discussed in any location of this License agreement.

24. **Indemnification**. Licensee represents and warrants that the Mural will be the sole work of the Licensee and Licensee Parties and that it will not infringe the intellectual property rights of any third parties. Licensee agrees to indemnify District against any claims brought against District alleging that the Mural infringes the intellectual property rights of any third parties who directly participated with or in its creation.

25. <u>Administration and Notices</u>. This License shall be administered on behalf of the City, as Licensee, by _______ or his successor in interest. Any, notices, bills, or invoices required to be given by this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service, and will be deemed received on: (i) the day of delivery if delivered by hand, facsimile, or overnight courier service during City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

| To the Licensor: | City of La Puente La Puente City Hall 15900 Main St La Puente, CA 91744 Attn: Tel.: (626) 855-1500 E-mail:@lapuente.org |
|------------------|---|
| To the District: | La Puente Valley District Water District Attn: Roy Frausto 112 N 1st St. La Puente, CA 91744 |

26. **Survival**. The rights and obligations of the Parties in this section 26 and sections 14, 17, 19, 21, 22, 23, 24, and 28, and any right or obligation of the Parties in this License which, by its express terms or nature and context is intended to survive termination or expiration of this License, will survive any such termination or expiration.

Tel.: 626-330-2126

E-mail: rfrausto@lapuentewater.com

27. <u>Hazardous Materials</u>. Licensee shall not use, generate, store, or allow its Licensee Parties to use, generate, or store any hazardous materials on the Property, except for those materials required to perform the Mural Installation permitted under this License. If any such materials are used for this purpose, they must be used and disposed of in compliance with all federal, state, and local laws and regulations for the protection of the environment, human health, and safety, as now in effect or hereafter amended.

28. <u>Attorneys' Fees</u>. If a lawsuit is brought because of the breach of any term or condition in this License agreement, each Party will bear their own attorneys' fees and costs.

29. **Entire Agreement: Amendments**. This License agreement, and all exhibits referred to in it, contains the entire agreement of the Parties with respect to the matters covered in it and supersedes all prior arrangements and understandings between the Parties, and no other agreement, statement, or promise made by either Party that is not contained in this License shall be binding or valid. This License may not be altered, amended, supplemented, or modified in any way except by a further written instrument signed by authorized representatives of the District and Licensee.

30. **Parties:** No Partnership. Licensee and District are the only parties to this License agreement. This License shall not confer any rights or remedies upon any person other than these Parties, and their respective successors and permitted assigns. This License shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among the Parties for any purpose.

31. <u>Authority</u>. Each person executing this License agreement on behalf of District or City hereby represents and warrants (i) his or her authority to do so on behalf of District or City, respectively, and (ii) that such authority has been duly and validly conferred upon

him or her by the District's Board or the La Puente City Council, if required by law or the Parties' governing documents.

32. Additional Miscellaneous Provisions. If a court or an arbitrator of competent jurisdiction holds any provision of this License to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of this License shall not be affected. Time is of the essence in respect to all provisions of this License that specify a time for performance. This License shall not be construed against either Party by reason of the preparation or drafting of it. Each Party agrees, after this License is executed, to sign and provide any additional documents required to implement its terms and conditions. This License may be executed in any number of counterparts, facsimiles, PDFs, photocopies, original or electronic counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

The Parties have caused this License agreement to be executed as of the date first written above, and it is effective as of the date in section 4.

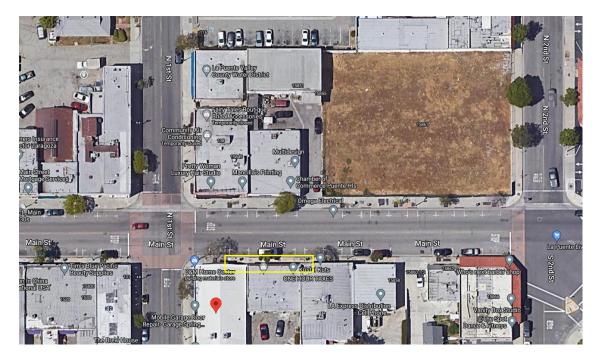
| LICENSOR: | LICENSEE: |
|--|------------------------|
| La Puente Valley County Water District | City of La Puente |
| | |
| By: Title: Date: | By: Title: Date: |

<u>Exhibit A</u> to Mural Maintenance and License Agreement

General Mural Location on West-Facing Wall of Building:



General Mural Location on West-Facing Wall of Building Shown from Above:











Item 8 Operations & Maintenance Report

Memo

To: Honorable Board of Directors

From: Paul Zampiello, Operations & Maintenance Superintendent

Date: March 13, 2023

Re: Monthly Operations & Maintenance Superintendent's Report



The following report summarizes LPVCWD, IPU Waterworks, BPOU, and PVOU operational and compliance activities of February and since the last report to the Board. The report also includes the status of various projects for each system.

DISTRIBUTION, SUPPLY AND PRODUCTION

- Monthly Water Production Summary Total production from the LPVCWD Wellfield for the month of February was 283.64 AF, of which 190.17 AF was delivered to Suburban Water Systems. IPU Waterworks Well No. 5 produced a total of 156.23 AF in the month of February. The February Monthly Production Report is provided as *Attachment 1*.
- Well Water Levels and Pumping Rates The latest static water level, pumping water level, and pumping rate for LPVCWD and CIWS are as shown in the table below.

| | Stat | tic Water Le | evel (Ft) | Pumpi | ing Water | Level (Ft) | | | Specific Capacity (GPM/Ft) | |
|----------|------|--------------|-------------------------------------|-------|-----------|-------------------------------------|------------------|-----------------------------------|----------------------------------|--|
| Well | 2022 | 2023 | Difference Current - 2022 (%) | 2022 | 2023 | Difference Current - 2022 (%) | Drawdown (Ft) | Current GPM Pumping Rate | | |
| LPVCWD 2 | 160 | 161.5 | -0.9% | 181 | 191 | -5.5% | 29.5 | 1,001 | 33.9 | |
| LPVCWD 3 | 160 | 162 | -1.3% | - | 168 | - | 6 | 1,012 | 168.7 | |
| LPVCWD 5 | 146 | 148 | -1.4% | 170 | 172 | -1.2% | 24 | 1,368 | 57.0 | |
| COI 5 | 108 | 110 | -1.9% | 159 | 161 | -1.3% | 51 | 1,233 | 24.2 | |

• Monthly Water Conservation – A summary of LPVCWD and IPU Waterworks usage for the past 6 months as compared to the previous Year is shown below.

| Month | 2021-22 | 2022-23 | Difference Current - Previous Year (%) | Accumulative Difference (%) |
|-----------|---------|---------|---|--------------------------------|
| September | 153.41 | 144.15 | -6.0% | -6.0% |
| October | 129.75 | 135.34 | 4.3% | -0.9% |
| November | 126.09 | 112.27 | -11.0% | -4.2% |
| December | 100.49 | 108.13 | 7.6% | -1.3% |
| January | 107.95 | 97.71 | -9.5% | -2.9% |
| February | 111.95 | 93.94 | -16.1% | -5.1% |

LPVCWD Monthly Water Consumption

IPU Waterworks Monthly Water Consumption

| Month | 2021-22 | 2022-23 | Difference Current - Previous Year (%) | Accumulative Difference (%) |
|-----------|---------|---------|---|--------------------------------|
| September | 122.80 | 111.51 | -9.2% | -9.2% |
| October | 108.02 | 103.19 | -4.5% | -6.8% |
| November | 99.58 | 89.33 | -10.3% | -8.0% |
| December | 84.43 | 86.31 | 2.2% | -5.4% |
| January | 81.27 | 74.29 | -8.6% | -6.1% |
| February | 85.82 | 71.62 | -16.5% | -7.8% |

CAPITAL / OTHER PROJECTS

1. LPVCWD Recycled Water Project

Staff is scheduled to perform the new recycled water pump station testing on March 27. This testing will consist of commissioning the pump station and equipment and testing flow capacities preparing the pump station for full operation. Once testing has been completed, Staff will work with the City of Industry to activate the recycled water service line for the Homestead Museum irrigation. Additionally, Staff has received all necessary parts to install the remaining recycled water service lines for 15620 and 15650 Don Julian Road.

- 2. LPVCWD PVOU IZ Project and SZ-South Project.
 - Staff has continued conducting bi-weekly project meetings with RC Foster to discuss the plant startup. Also, District staff continued to perform preventative maintenance activities and operational testing for the new PVOU-IZ treatment plant.
 - RC Foster crews are working to finalize all onsite construction for the PVOU-IZ

Treatment Plant. Recent activities have included the engineering team and operators working on troubleshooting and commissioning the IZ treatment plant, RC Foster crew installing the pump skid and chemical feed lines, and reinstalling the permanent pipe spool at the conveyance line prior to the Raw Water Storage Tank.

- RC Foster has continued onsite construction for the new PVOU-SZ Treatment Plant. Recent construction activities have included crews installing of chemical feed lines for the scale inhibitor and sodium hydroxide systems, and installing conduit, pulling, and landing wires.
- 3. Distribution Leak Repairs & Maintenance Field staff has performed various replacements and leak repairs to the water distribution systems in February. They have repaired and replaced: 5 water service lines, 3 service angle stops, one new blow-off assembly, and 24 meter replacements.
- 4. LPVCWD Nitrate Treatment System Staff has been working closely with the contractor on finalizing the remaining construction activities related to the installation and integration of the nitrate system. The recent activities consisted of completing the epoxy coating of the peroxide containment area, the chlorination of the system piping and treatment vessels, and the loop testing of all electrical and SCADA communication wiring. In the coming weeks, Staff will work with all contractors to coordinate the system startup testing in preparation for DDW compliance testing.
- 5. LPVCWD & IPUWS Distribution Valve Maintenance Staff has begun conducting extensive valve maintenance activities in the City of Industry Waterwork System and the District's water system. These activities aim to ensure that all water distribution isolation valves are accessible and in good working order. Additionally, identified valves will be prioritized and necessary repairs or replacements will be made to any valves found to be inoperable or in poor working conditions.
- 6. LPVCWD & BPOU Site and Facility Maintenance Field staff completed site maintenance at the BPOU Treatment Plant and LPVCWD Wellfield, which included weed abatement and organizing equipment and supply materials at the facility.

DEVELOPMENT PROJECTS

- LPVCWD New ADU Project at 15702 Sierra Vista Count Staff recently received a request to install a new 1-inch water service line at 15702 Sierra Vista Court. Staff is currently working on providing a cost estimate letter for water capacity fees and the requested construction for the new water service line.
- 2. LPVCWD New 34-Unit Mix-Used Apartment Building at 15861 Main Street Staff has received a request for new water services related to a development project at 15861 Main St. The project is the new construction of a 34-unit mix-used apartment building at the corner of Main Street and 2nd Street. Staff has met with the Developer and provided them with the necessary information to develop a utility site plan and request service quantity. Staff is awaiting the submittal of the new water service request and information. Once received, Staff will review the submittal and provide the Developer with a cost estimate and water capacity fee letter.

La Puente Valley County Water District

PRODUCTION REPORT - FEBRUARY 2023

| LPVCWD PRODUCTION | Jan | Feb | Mar | Apr | Мау | Jun | Jul | Aug | Sep | Oct | Nov | Dec | 2022 YTD | 2021 |
|------------------------------|---------------|---------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|---------------|---------|
| Well No. 2 | 134.04 | 121.44 | | | | | | | | | | | 255.48 | 1411.60 |
| Well No. 3 | 8.51 | 4.85 | | | | | | | | | | | 13.36 | 29.36 |
| Well No. 5 | 155.66 | 157.36 | | | | | | | | | | | 313.02 | 2304.99 |
| Interconnections to LPVCWD | 2.13 | 0.49 | | | | | | | | | | | 2.62 | 24.06 |
| Subtotal | <u>300.35</u> | <u>284.13</u> | <u>0.00</u> | <u>584.48</u> | 3770.01 |
| Interconnections to SWS | 196.42 | 190.17 | | | | | | | | | | | 386.59 | 2168.86 |
| Interconnections to COI | 6.22 | 0.02 | | | | | | | | | | | 6.24 | 30.90 |
| Interconnections to Others | 0.00 | 0.00 | | | | | | | | | | | 0.00 | 0.00 |
| Subtotal | <u>202.64</u> | <u>190.19</u> | <u>0.00</u> | <u>392.83</u> | 2199.76 |
| Total Production for LPVCWD | <u>97.71</u> | <u>93.94</u> | <u>0.00</u> | <u>191.65</u> | 1570.25 |
| CIWS PRODUCTION | | | | | | | | | | | | | | 0.00 |
| COI Well No. 5 To SGVWC B5 | 163.02 | 156.23 | | | | | | | | | | | 319.25 | 1957.32 |
| Interconnections to CIWS | | | | | | | | | | | | | | |
| SGVWC Salt Lake Ave | 0.43 | 0.41 | | | | | | | | | | | 0.84 | 6.33 |
| SGVWC Lomitas Ave | 69.77 | 71.68 | | | | | | | | | | | 141.45 | 1209.58 |
| SGVWC Workman Mill Rd | 0.00 | 0.00 | | | | | | | | | | | 0.00 | 0.06 |
| Interconnections from LPVCWD | 6.22 | 0.02 | | | | | | | | | | | 6.24 | 30.90 |
| Subtotal | 76.42 | 72.11 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | <u>148.53</u> | 1246.87 |
| Interconnections to LPVCWD | 2.13 | 0.49 | | | | | | | | | | | 2.62 | 24.06 |
| Total Production for CIWS | 74.29 | <u>71.62</u> | <u>0.00</u> | <u>145.91</u> | 1222.81 |



Item 9 – Treatment and Supply Report

Memo

To: Honorable Board of Directors
From: Cesar A. Ortiz, Water Treatment & Supply Superintendent
Date: March 13, 2023
Re: Monthly Water Treatment & Supply Superintendent Report



The following report summarizes LPVCWD, IPU Waterworks System, BPOU and PVOU-IZ operational and compliance activities of the previous month and since the last report to the Board. The report also includes the status of various projects for each system.

WATER QUALITY / COMPLIANCE

- **Distribution System Monitoring** District Staff collected all required water quality samples from both LPVCWD & IPUWS distribution systems for the month; approximately **50** samples were collected. All results met State and Federal drinking water quality regulations.
- **Treatment Monitoring & Compliance** All water quality compliance samples were collected from all the treatment processes and plant effluent, as required. Approximately **160** samples were collected.
- **Source Monitoring** All water quality samples were collected from all the Wells, as required. Approximately **24** samples were collected. The table below summarizes LPVCWD Wells' current water quality for constituents of concern.

| Well Sampled | СТС | TCE | PCE | Perchlorate | 1,4- Dioxane | NDMA | Nitrate |
|--------------|-------------|-------------|-------------|-------------|-----------------|-----------|------------|
| | MC L= 6 ppb | MCL = 5 ppb | MCL = 5 ppb | MCL=6 ppb | NL = 1 ppb | NL=10 ppt | MCL=10 ppm |
| LPVCWD 2 | ND | 4.3 | ND | 17 | 0.59 | 26 | 6.8 |
| LPVCWD 3 | NS | NS | NS | NS | NS | NS | 8.6 |
| LPVCWD 5 | ND | 4.8 | .6 | 11 | 0.16 | 5 | 8.7 |

ND – None Detected NS – Not Sampled

• The Bi-monthly Nitrate Concentrations for SP-6 and SP-10 are provided as *Attachment 1*.

OPERATIONAL UPDATES & PROJECTS

- 1) **BPOU** Treatment Plant The Carbon Vessel for Air Stripper No. 2, had another issue with the screen inside of the vessel blowing off and carbon blowing out of the top, our operators noticed it upon arriving and beginning the rounds and shutdown that Air Stripper under my direction. This time, the screen was reconfigured and repaired/reattached using stainless steel expanded metal and screen, this is now bolted to the vessel as a more permanent solution. The vessel is back to normal operations. We operated under lower flows with only Air Stripper No. 1 in service until the contractor could make the repairs. I have attached a couple of pictures for reference, *Attachment 2*.
- 2) BPOU Treatment Plant Nitrate Project is still under construction and nearing completion. Meetings with WARasic are conducted regularly and Hunter Electric Service, SoCal Scada, Evoqua and LPVCWD Staff are in close communication coming up to the pipeline tie in and relocation of the peroxide injection system and the construction of the chemical containment area.
- 3) **BPOU** Treatment Plant Repairs & Maintenance Staff has performed various weekly chemical calibrations, monthly analyzer cleanings and calibrations, SPIX pre-filter change-outs, daily treatment plant rounds and monthly reporting.
- 4) **PVOU-IZ** Treatment Plant Staff continues to train and have begun interim operations activities and now have begun to do O&M activities as part of the start-up and troubleshooting process at the plant site and at the off-site wells, including chemical skid cleanings, calibrations, residuals testing and well repairs coordination. Staff continues to acquire spare parts for inventory and tools and supplies for maintenance and we are now assuming a more prominent role.
- 5) **PVOU-SZ** Treatment Plant Under Construction, larger equipment and process equipment has been delivered and has been installed, along with connecting piping, bracing and supports. Chemical tanks have been delivered and are being installed along with their corresponding chemical pump skids. Electrical work is now underway by the electrical contractor.
- 6) **IPUWS** Well No. 5 follow up The Well is running and supplying water to SGVWC's B-5 facility in Hand operation, under the request of SGVWC. All electrical repairs have been completed. In order to return the control of the well to Auto, control issues found in the Tesco panel need to be addressed. Currently, Tesco has completed the repairs to the PLC and Panel at their facility and is in the process of troubleshooting continuous voltage in the communications lines, along with Hunter Electric.

SP-6 and SP-10 Nitrate Concentrations EPA Method 353.2 MCL = 10 mg/L

| Nitrate Concentrations January 2023 / February 2023 | | | | | | | | |
|--|------|-------|---------|------------------|--|--|--|--|
| Date | SP-6 | SP-10 | Well(s) | Comments | | | | |
| 1/3/2023 | 8.1 | 8.1 | 2&5 | Weck Lab (353.2) | | | | |
| 1/5/2023 | 7.1 | 7.2 | 2 & 5 | Weck Lab (353.2) | | | | |
| 1/9/2023 | 7.9 | 7.9 | 2&5 | Weck Lab (353.2) | | | | |
| 1/12/2023 | 7.6 | 7.7 | 2 & 5 | Weck Lab (353.2) | | | | |
| 1/17/2023 | 7.3 | 7.3 | 2&5 | Weck Lab (353.2) | | | | |
| 1/19/2023 | 7.5 | 7.6 | 2 & 5 | Weck Lab (353.2) | | | | |
| 1/23/2023 | 7.3 | 7.1 | 2 & 5 | Weck Lab (353.2) | | | | |
| 1/26/2023 | 7.9 | 7.9 | 2&5 | Weck Lab (353.2) | | | | |
| 2/2/2023 | 7.8 | 7.7 | 2&5 | Weck Lab (353.2) | | | | |
| 2/6/2023 | 7.9 | 7.9 | 2 & 5 | Weck Lab (353.2) | | | | |
| 2/9/2023 | 7.6 | 7.6 | 2&5 | Weck Lab (353.2) | | | | |
| 2/13/2023 | 7.6 | 7.7 | 2&5 | Weck Lab (353.2) | | | | |
| 2/16/2023 | 7.2 | 7.3 | 2&5 | Weck Lab (353.2) | | | | |
| 2/21/2023 | 7.6 | 7.3 | 2 & 5 | Weck Lab (353.2) | | | | |
| 2/24/2023 | 7.2 | 7.4 | 2&5 | Weck Lab (353.2) | | | | |
| 2/27/2023 | 7.9 | 7.9 | 2&5 | Weck Lab (353.2) | | | | |
| | | | | | | | | |
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| AVERAGE | 7.6 | 7.6 |
|---------|-----|-----|
| MINIMUM | 7.1 | 7.1 |
| MAXIMUM | 8.1 | 8.1 |
| | | |

Notes:

All units reported in milligrams per Liter (mg/L)

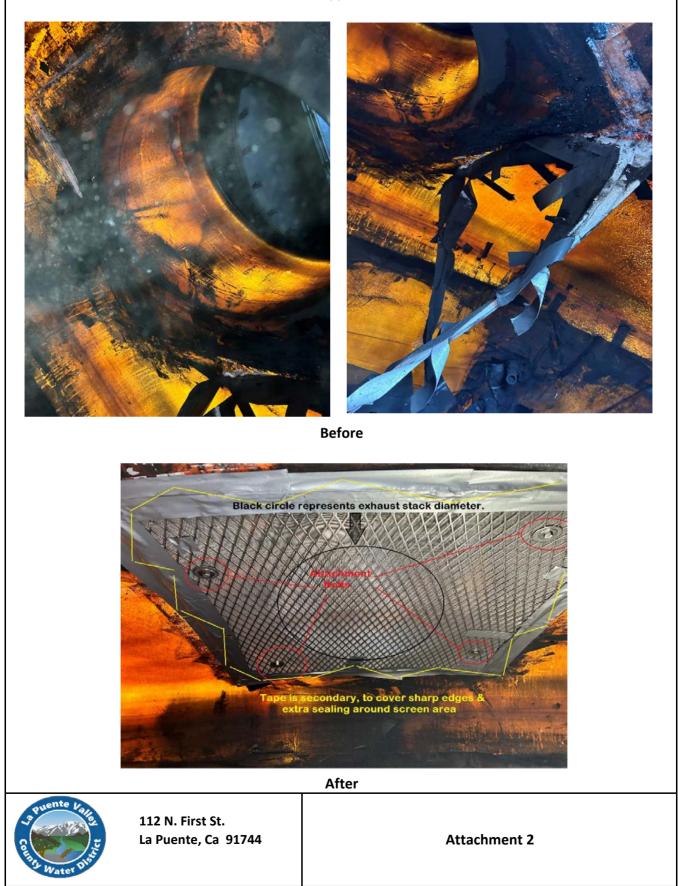
MCL = Maximum Contaminent Level



112 N. First St. La Puente, Ca 91744

Attachment 1

Inside view of Air Stripper No. 2 Carbon Vessel





Item 10 – General Manager's Report

General Manager Report

To: Honorable Board of Directors

- From: Roy Frausto, General Manager
- Date: March 13, 2023
- Re: General Manager Report

GENERAL MANAGER REPORT TOPICS

- Baldwin Park Key Well Elevation 189.7 ft as of March 3, 2023
- 2023 Rainfall (Puddingstone Dam) The current year rainfall as of March 10, 2023, is 18.73 inches
- Snowpack Report Statewide (Northern, Central & Southern Sierras)
 - o 201% of normal for this date as of Feb 6, 2023
 - 191% of April 1 Average
- WQA Grant Award Funding
 - o \$1,275,000 Awarded to LPVCWD for Nitrate Treatment Project
 - Award Letters anticipated next week
- Recycled Water Engineering Report
 - San District indicated that DDW has agreed to approve LPVCWD's engineering report contingent that San District submit a draft copy of the San Jose Creek WRP engineering report
- Internship Program
 - The District interviewed and will provide start dates for the following intern positions:
 - Two (2) Operations Intern
 - One (1) Engineering Intern

STAFFING

- Employee work anniversaries in February.
 - \circ Jordan Navarro 2 years

OUTREACH

| TOPIC | Comments |
|--------------------------------|----------------------------------|
| Number of Instagram Post | 4 |
| Number of Instagram Followers | 199 |
| Post Related to Main Shutdowns | 0 |
| Community Events | 0 |
| CET Program | Staff attended 1 meeting |
| CET Scholarship Program | 1 Submission from LP High School |



GENERAL MANAGER ACTIVITIES

| Meetings/Activity | Date |
|---|-----------------------|
| SCWUA PFAS & Nitrate Contact Hour | February 1 |
| PWAG Executive Committee Meeting | February 1 |
| Watermaster Board Meeting | February 1 |
| COI, WVWD, RWD & LPVCWD monthly meeting | February 2 |
| COI IPUC Meeting | February 6 |
| Staff Meetings | February 6, 13,20, 27 |
| PVOU Stakeholder Meeting | February 7 |
| Kick off Meeting w/ NBS | February 8 |
| Master Plan Meeting w/ Civiltec | February 8 |
| Intern Program Meeting | February 8 |
| SGVWA Breakfast | February 9 |
| LPVCWD Board Meeting | February 13, 27 |
| PVOU LPVCWD & Northrop Meeting | February 14 |
| Watermaster 101 | February 15 |
| Meeting with Lucien Partners | February 16 |
| SCWUA Monthly Program | February 16 |
| IPU Water Ops Meeting w/ COI City Manager | February 21 |
| Meeting with Global Strategies | February 21 |
| PVOU Start up Meeting | February 21 |
| Meeting with MNS (Grant Services) | February 22 |
| WQA Board Meeting | February 22 |
| SGVWA Legislative Meeting | February 27 |
| Project Meeting | February 28 |



Item 11A – Upcoming Events

Upcoming Events

To: Honorable Board of Directors

Date: 03/13/2023



Re: Upcoming Board Approved Meetings and Conferences for 2023

| Day/Date | Event | <u>Argudo</u> | <u>Barajas</u> | <u>Escalera</u> | <u>Hernandez</u> | <u>Rojas</u> |
|--|---|---------------|----------------|-----------------|------------------|--------------|
| Thursday March 23 2023 | SCWUA – Challenges & Solutions PFAS Contamination Affecting Golden State Water Company Mountain Meadows Golf Course, Pomona | | | x | x | x |
| Monday & Tuesday April 3 & 4 2023 | AWWA CA/NV Spring Conference 2023 Town & Country, San Diego | | | X | X | X |
| Tuesday & Wednesday May 9 & 10 2023 | ACWA 2023 Spring Conference & Expo Monterey, CA | | | X | X | x |
| October 2023 | AWWA WaterSmart Innovations Conference 2023 | | | | | |
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Board Meetings typically held on the 2nd and the 4th Monday of each Month.