



**BOARD OF COMMISSIONERS  
MEETING AGENDA**

Rowland Water District  
3021 S. Fullerton Road  
Rowland Heights, CA 91748

**Thursday, February 2, 2023  
To begin at 7:00 A.M.**

Each item on the agenda shall be deemed to include any 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 <https://puentebasin.com/board-packets/> or during regular business hours at the Walnut Valley Water District office, located at 271 S. Brea Canyon Road, Walnut, California

- I. Welcome and Introductions Chairman Lima
- II. Flag Salute
- III. Roll Call      Commissioner Lewis \_\_\_\_\_      Commissioner Lee \_\_\_\_\_  
                         Commissioner Lima \_\_\_\_\_      Commissioner Tang \_\_\_\_\_
- IV. Public Comment  
The Chair may impose reasonable limitations on public comments to assure an orderly and timely meeting.
- V. [Approval of Minutes for December 8, 2022 \(attachment\)](#) Chairman Lima
  - a. Discussion
  - b. Action Taken
- VI. [Review of Financial Statements: Second Quarter FY 22-23 \(attachment\)](#) Ms. Malner
  - a. Discussion
  - b. Action Taken
- VII. [Receive and File Rowland Water Districts' 2023 PBWA Board Member Appointment Resolution \(attachment\)](#) Mr. Hitchman
  - a. Discussion
  - b. Action Taken
- VIII. [Annual Selection of Commission Officers and Commission Staff \(attachment\)](#) Chair
  - a. Discussion
  - b. Action Taken
- IX. PBWA Legislative Activities Mr. Hitchman
  - a. Solve the Water Crisis Coalition Update

- X. Regional Water Supply Reliability Program Updates/Status: Mr. Coleman/  
Mr. Hitchman
- (1) Groundwater Management Plan for the Puente Basin  
a. Phase 1: Project Update  
b. [Groundwater Reliability Partnership - Cost Sharing Agreement \(attachment\)](#)
    - i. Discussion
    - ii. Action Taken
  - (2) California Domestic Water Company
  - (3) Pomona Basin Regional Groundwater Project  
a. [Consider Acceptance of Work and Notice of Completion for the Six Basins Project \(Phase 2\) - Durward Well Developing & Equipping-Drilling Phase \(P.N. PB18-0005-P2-DR\) \(attachment\)](#)
    - i. Discussion
    - ii. Action Taken
  - b. Six Basins Groundwater Project Update
  - c. Proposition 84
  - (4) Proposition 1 Integrated Regional Water Management Grant
- XI. [Commission Follow-Up \(attachment\)](#) Mr. Hitchman
- a. Discussion
  - b. Action Taken
- XII. Commissioner Comments
- a. Discussion
  - b. Action Taken
- XIII. Items for Future Discussion/Review Chair
- a. Discussion
  - b. Action Taken
- XIV. Attorney's Report
- a. Legal Counsel will report on matters of interest or having an effect on the Agency
- XV. Adjournment
- *Next Commission Meeting: Thursday, April 2, 2023, 7:00 a.m.*

**MINUTES OF MEETING  
OF THE BOARD OF COMMISSIONERS OF  
PUENTE BASIN WATER AGENCY**

**December 8, 2022**

**Walnut Valley Water District hosted the Webex Teleconference Meeting**

**COMMISSIONERS PRESENT:**

Theresa Lee, Commissioner  
Anthony Lima, Commissioner  
Tom Coleman, Alternate Commissioner  
Scarlett Kwong, Alternate Commissioner

**STAFF PRESENT:**

Erik Hitchman, Administrative Officer  
Josh Byerrum, Treasurer  
Myra Malner, Assistant Treasurer  
Jim Ciampa, Legal Counsel (via telephone)  
Carmen Fleming, Secretary

Staff, guests and others in attendance: Mr. Chris Brown, Fedak & Brown; Ms. Gabriela Sanchez, and Mr. Dusty Moisiso, Rowland Water District; Mr. Tom Monk, and Mr. Jared Macias; Walnut Valley Water District.

The meeting was called to order at 7:03 a.m. with Chair Lima presiding.

**Item IV: Public Comment**

None.

**Item V: Consider Adoption of Subsequent Resolution No. 12-22-029 – Authorizing Remote Teleconference Meetings for the Period of December 8, 2022 to January 6, 2023.**

*Upon consideration thereof, it was moved by Commissioner Lee, seconded by Commissioner Lima, and carried (4-0) to adopt Resolution No. 12-22-029 authorizing teleconference meetings for the period of December 8, 2022 to January 6, 2023. A roll call vote was then taken:*

*Yes: Coleman, Kwong, Lee, Lima*

*Noes: None*

*Motion Passed (4-0)*

Chair Lima indicated that the motion was approved by a 4-0 roll call vote

*Item VII was discussed prior to Item VI.*

**Item VI: 2021-22 Audited Financial Statements Prepared by Fedak & Brown**

- ◆ An overview of the Agency's Audit Report for Fiscal Year 2021-22 was presented via Webex by Mr. Chris Brown, of the firm Fedak & Brown, LLP.

*Upon consideration thereof, it was moved by Commissioner Lee, seconded by Commissioner Lima, and unanimously carried (4-0), to approve, receive and file the Agency's Audit Report for Fiscal Year 2021-22.*

*Yes: Coleman, Kwong, Lee, Lima*

*Noes: None*

*Motion Passed (4-0)*

Chair Lima indicated that the motion was approved by a 4-0 roll call vote

**Item VII: Approval of Minutes for October 6, 2022**

*Upon consideration thereof, it was moved by Commissioner Lee seconded by Commissioner Coleman, and carried (4-0) to approve the minutes of the Commission meeting held October 6, 2022.*

**Yes: Coleman, Kwong, Lee, Lima**  
**Noes: None**  
**Motion Passed (4-0)**

**Chair Lima indicated that the motion was approved by a 4-0 roll call vote**

**Item VIII: Review Financial Statements: First Quarter FY 22-23**

- ◆ Ms. Malner reviewed the First Quarter Fiscal Year 2022-23 financials.

***Upon consideration thereof, it was moved by Commissioner Lee, seconded by Commissioner Kwong, and unanimously carried (4-0), to receive, approve and file the financials for the First Quarter Fiscal Year 2022-23.***

**Chair Lima indicated that the motion was approved by a 4-0 roll call vote**

**Item IX: PBWA Legislative Activities**

***(1) Engagement of Lobbyist***

- ◆ Mr. Hitchman stated that the Lobbying Firm Retention Contract and Cost Sharing Agreement with Reeb Government Relations, LLC (RGR), is expiring effective December 31, 2022. The parties to the cost sharing agreement desire to renew the agreement with RGR for lobbying services. The term of the renewed agreement will be from January 1, 2023 through December 31, 2023 with a monthly fee of \$6,000.
- ◆ Valley County Water District made the Agency aware that they will not participate past the current contract. Bellflower-Somerset Mutual Water Company will participate in the cost-sharing agreement for lobbying services with the renewed contract for 2023.

***Upon consideration thereof, it was moved by Commissioner Lee, seconded by Commissioner Kwong, and unanimously carried (4-0), to authorize the Administrative Officer to enter into an agreement with Reeb Government Relations, LLC for lobbying services at the cost of \$6,000 per month. A roll call vote was then taken:***

**Yes: Coleman, Kwong, Lee, Lima**  
**Noes: None**  
**Motion Passed (4-0)**

**Chair Lima indicated that the motion was approved by a 4-0 roll call vote**

***(2) Solve the Water Crisis Coalition***

- ◆ The Commission was updated on the Solve the Water Crisis Coalition, which currently has 26 participants.

**Item X: Regional Water Supply Reliability Program Updates/Status:**

***(1) Groundwater Management Plan for the Puente Basin***

- ◆ Mr. Macias updated the Commissioners on the development of the agreements for the project, and upcoming meetings.

***(2) California Domestic Water Company***

- ◆ Mr. Coleman reported that the Cal Domestic project was operating at a single pump flow.

***(3) Pomona Basin Regional Groundwater Project***

- a. ***Six Basins Groundwater Project Update:*** Staff reported that the Durward Well replacement project is continuing.

b. *Proposition 84*: Mr. Hitchman reported that staff is continuing to move forward with the project and a possible extension to allow for the proposed completion is in discussion.

(4) *Proposition 1 Integrated Regional Water Management Grant*:

- ◆ Mr. Hitchman reported that staff receives regular updates from Wendy La, of LASER, Inc. She is currently tracking the progress of grant-funded projects and working on the extension requested for the project.

**Item XI: PBWA's Proposed 2023 Meeting Schedule and Approval of Resolution No. 12-22-030 Noting Same**

- ◆ Mr. Hitchman stated that the Commission is required to pass a "Meeting Resolution" per State Law. As needed, meeting dates may be changed by the Commission as needed.

*Upon consideration thereof, it was moved by Commissioner Lee, seconded by Commissioner Lima and unanimously carried (4-0), to approve Resolution No. 12-22-030, setting forth the 2023 meeting schedule for the Puente Basin Water Agency. A roll call vote was then taken:*

*Yes: Coleman, Kwong, Lee, Lima*

*Noes: None*

*Motion Passed (4-0)*

**Chair Lima indicated that the motion was approved by a 4-0 roll call vote**

**Item XII: ACWA/JPIA President's Special Recognition Awards**

- ◆ Certificates were presented for Commissioners to view.

**Item XIII: Commission Follow-Up**

- ◆ No report on this item.

**Item XIV: Commissioner Comments**

- ◆ No comments were given.

**Item XV: Items for Future Discussion/Review**

- ◆ No discussion on this item.

**Item XVI: Attorney's Report**

- ◆ No report on this item.

**Item XVII: Adjournment at 8:19 a.m.**

*Upon consideration thereof, it was moved by Commissioner Lee seconded by Commissioner Lima, and unanimously carried (4-0), to adjourn the Commission meeting. The next Commission meeting to be held February 2, 2023.*

# Puente Basin Water Agency

## FY 2022-23 Operating Results By Quarter

	9/30/2022	12/31/2022	TOTAL	Budget	
<b>1</b>	<b>Income</b>				
<b>2</b>	Administrative Assessment	\$ 68,179	\$ 49,832	\$ 118,011	\$ 469,600
<b>3</b>	Water Sales - Project	84,862	342,305	427,166	1,077,100
<b>4</b>	Water Sales - TVMWD	5,429,105	5,428,251	10,857,356	15,170,540
<b>5</b>	Project Maintenance Reserve	-	1,911	1,911	6,250
<b>6</b>	Used of Stored/Leased Water	-	213,987	213,987	701,440
<b>7</b>	<b>Total Income</b>	<b>5,582,146</b>	<b>6,036,286</b>	<b>11,618,431</b>	<b>17,424,930</b>
<b>8</b>	<b>Expense</b>				
<b>9</b>	<b>Source of Supply</b>				
<b>10</b>	Purchased Water - TVMWD	5,239,129	5,240,336	10,479,465	14,483,840
<b>11</b>	Purchased Water - CDWC	-	158,814	158,814	518,400
<b>12</b>	Purchased Water - Stored Water	-	213,987	213,987	701,440
<b>13</b>	Assessments - MSGBWM	-	76,424	76,424	250,000
<b>14</b>	<b>Total Source of Supply</b>	<b>5,239,129</b>	<b>5,689,561</b>	<b>10,928,690</b>	<b>15,953,680</b>
<b>15</b>	<b>Fixed Charges</b>				
<b>16</b>	TVMWD Equivalent Small Meters	18,912	18,912	37,825	78,100
<b>17</b>	TVMWD Water Use Charge	16,817	16,817	33,633	69,800
<b>18</b>	TVMWD Connected Capacity	18,263	18,263	36,526	74,800
<b>19</b>	MWD Capacity Reservation Charge	133,924	133,924	267,848	461,900
<b>20</b>	CDWC Ready To Serve	-	-	-	-
<b>21</b>	<b>Total Fixed Charges</b>	<b>187,916</b>	<b>187,916</b>	<b>375,832</b>	<b>684,600</b>
<b>22</b>	<b>Other Costs</b>				
<b>23</b>	Energy - Pumping and Treatment	3,256	33,745	37,001	110,000
<b>24</b>	Materials & Supplies - Chemical	-	9,595	9,595	27,500
<b>25</b>	Materials & Supplies - Others	153	102	255	20,000
<b>26</b>	Other Costs (RWD Labor etc.)	28,442	7,489	35,932	38,700
<b>27</b>	Baldy Lease Agreement	53,045	56,135	109,180	112,500
<b>28</b>	Permits & Fees	2,060	-	2,060	2,100
<b>29</b>	<b>Total Other Costs</b>	<b>86,956</b>	<b>107,067</b>	<b>194,023</b>	<b>310,800</b>
<b>30</b>	<b>Administrative &amp; General</b>				
<b>31</b>	Legal	1,505	918	2,423	20,000
<b>32</b>	Engineering	-	600	600	5,000
<b>33</b>	Professional Services- Other	44,213	31,288	75,501	377,000
<b>34</b>	Insurance - Property & Liability	3,249	2,139	5,388	5,000
<b>35</b>	Accounting	3,256	-	3,256	8,400
<b>36</b>	Administrative Expenses - Other	15,956	14,888	30,844	54,200
<b>37</b>	<b>Total Administrative &amp; General</b>	<b>68,179</b>	<b>49,832</b>	<b>118,011</b>	<b>469,600</b>
<b>38</b>	<b>Total Expense</b>	<b>5,582,181</b>	<b>6,034,375</b>	<b>11,616,556</b>	<b>17,418,680</b>
<b>39</b>	<b>Other Income/Expense</b>				
<b>40</b>	Stored Water Transfer/Purchase	-	-	-	-
<b>41</b>	Leased Water Income	120,625	-	120,625	62,500
<b>42</b>	LAIF Interest	-	1,644	1,644	6,000
<b>43</b>	Grant Revenue	-	-	-	-
<b>44</b>	Other Income	-	-	-	-
<b>45</b>	Stored Water Expense	-	-	-	-
<b>46</b>	<b>Net Other Income</b>	<b>120,625</b>	<b>1,644</b>	<b>122,269</b>	<b>68,500</b>
<b>47</b>	<b>Net Income (Loss) Before Transfers</b>	<b>120,590</b>	<b>3,555</b>	<b>124,145</b>	<b>74,750</b>
<b>48</b>	Transfer In: Maint. Reserve Funds Used	-	-	-	-
<b>49</b>	Transfer Out: Maint. Reserve Funds Collected	-	(1,911)	(1,911)	(6,250)
<b>50</b>	<b>Net Income (Loss) After Transfers</b>	<b>\$ 120,590</b>	<b>\$ 1,644</b>	<b>\$ 122,234</b>	<b>\$ 68,500</b>

	9/30/2022	12/31/2022	Year to Date	Budget	
<b>51</b>	<b>PBWA Maintenance Reserve</b>				
<b>51</b>	Beginning Balance	\$ 149,129	\$ 149,129	\$ 149,129	\$ 146,157
<b>52</b>	Transfers In	-	1,911	1,911	6,250
<b>53</b>	Transfers Out	-	-	-	-
<b>54</b>	<b>Ending Balance December 31, 2022</b>	<b>\$ 149,129</b>	<b>\$ 151,040</b>	<b>\$ 151,040</b>	<b>\$ 152,407</b>

# Puente Basin Water Agency

## FY 2022-23 Operating Results By Quarter

Capital Projects		9/30/2022	12/31/2022	Year to Date	Life to Date
55	<b>Revenues</b>				
56	Member Assessment - RWD	\$ 446,649	\$ 197,086	\$ 643,735	\$ 3,793,184
57	Member Assessment - WWWD	446,649	197,086	643,735	\$ 3,793,184
58	Grant Proceeds Use	-	-	-	\$ 1,043,018
59	<b>Total Revenues</b>	<b>893,297</b>	<b>394,172</b>	<b>1,287,469</b>	<b>\$ 8,629,386</b>
60	<b>Expenses</b>				
61	Pathfinder	-	-	-	\$ 2,986,401
62	Pomona Basin	1,426,364	394,172	1,820,536	\$ 7,754,043
63	<b>Total Expenses</b>	<b>\$ 1,426,364</b>	<b>\$ 394,172</b>	<b>1,820,536</b>	<b>\$ 10,740,444</b>

PBWA Stored Water		9/30/2022	12/31/2022	Year to Date
64	<b>Stored Water (\$\$):</b>			
65	Beginning Balance	\$ 13,127,717	\$ 13,127,717	\$ 13,127,717
66	Add: Transferred Water	-	1,917,600	1,917,600
67	Less: Water Produced	-	(213,987)	(213,987)
68	<b>Ending Balance</b>	<b>\$ 13,127,717</b>	<b>\$ 14,831,330</b>	<b>\$ 14,831,330</b>
69	<b>Stored Water (AF):</b>			
70	Beginning Balance	21,666	21,666	21,666
71	Add: Transferred Water	-	2,400	2,400
72	Less: Water Produced	-	(382)	(382)
73	<b>Ending Balance</b>	<b>21,666</b>	<b>23,684</b>	<b>23,684</b>

**PUENTE BASIN WATER AGENCY  
STATEMENT OF CASH FLOWS  
FY 2022-23**

		BEGINNING BALANCE JULY 1, 2022		\$ 1,130,798.84
<b>Deposits:</b>				
		Rowland	2,608,880.01	
		WVWD	9,250,939.91	
		Palmdale Water District	11,666.62	
		Valley County Water District	5,000.00	
		Montebello Land & Water Company	58,125.00	
		South Montebello Irrigation District	62,500.00	
		LAIF-Interest	2,935.80	
		Subtotal Deposits		12,000,047.34
		Total Deposits		13,130,846.18
<b>Disbursements</b>				
<u>Date</u>	<u>Check #</u>	<u>Payee</u>		
07/19/22	EFT	TVMWD	(1,446,188.81)	
07/18/22	EFT	Bank of America	(1,829.74)	
08/12/22	EFT	TVMWD	(2,148,613.31)	
09/15/22	EFT	TVMWD	(1,771,157.11)	
07/01/22	1798	Reeb Government Relations, LLC	(6,000.00)	
07/01/22	1799	Water Replenishment District of Southern	(289.50)	
07/14/22	1800	Fedak & Brown	-	
07/14/22	1801	Kear Groundwater	(5,440.00)	
07/14/22	1802	LASER LLC	(5,400.00)	
07/14/22	1803	Southern California Edison	(29.78)	
07/14/22	1804	Best Drilling and Pump Inc	(84,122.50)	
08/02/22	1805	ACWA/JPIA	(3,136.73)	
08/02/22	1806	Brkich Construction Corp.	(437,273.55)	
08/02/22	1807	City of La Verne	(102.00)	
08/02/22	1808	Civiltec Engineering	(6,066.25)	
08/02/22	1809	Lagerlof, LLP	(1,295.00)	
08/02/22	1810	Reeb Government Relations, LLC	(6,000.00)	
08/02/22	1811	Rowland Water District	(2,511.88)	
08/02/22	1812	Southern California Edison	(35.76)	
08/02/22	1813	Walnut Valley Water District	(1,522.17)	
08/18/22	1814	ACWA/JPIA	(112.50)	
08/18/22	1815	Best Drilling and Pump Inc	(185,250.00)	
08/18/22	1816	Civiltec Engineering	(7,851.25)	
08/18/22	1817	Lagerlof, LLP	(385.00)	
08/18/22	1818	LASER LLC	(5,200.00)	
08/18/22	1819	Southern California Edison	(34.80)	



**PUENTE BASIN WATER AGENCY  
STATEMENT OF CASH FLOWS  
FY 2022-23**

08/31/22	1820	City of La Verne	(53,045.00)	
08/31/22	1821	Reeb Government Relations, LLC	(6,000.00)	
08/31/22	1822	San Gabriel Valley Watermaster	(118,896.00)	
08/31/22	1823	Southern California Edison	(36.93)	
09/16/22	1824	LASER LLC	(4,600.00)	
09/16/22	1825	Reeb Government Relations, LLC	(6,000.00)	
09/16/22	1826	Rowland Water District	(3,593.87)	
09/16/22	1827	Southern California Edison	(67.80)	
10/21/22	EFT	TVMWD	(2,003,795.61)	
11/18/22	EFT	TVMWD	(1,654,152.41)	
12/20/22	EFT	TVMWD	(1,334,570.81)	
10/17/22	EFT	Bank of America	(2,523.98)	
10/26/22	EFT	Harland Clarke	(213.94)	
10/03/22	1828	Best Drilling and Pump Inc	(420,840.50)	
10/03/22	1829	City of La Verne	(51.00)	
10/03/22	1830	Civiltec Engineering	(8,131.25)	
10/03/22	1831	Lagerlof, LLP	(770.00)	
10/03/22	1832	Pace Analytical Services, LLC	(2,457.08)	
10/13/22	1833	City of La Verne	(51.00)	
10/13/22	1834	Fedak & Brown	(5,312.00)	
10/13/22	1835	Pace Analytical Services, LLC	(6,124.22)	
10/13/22	1836	Reeb Government Relations, LLC	(6,000.00)	
10/13/22	1837	Southern California Edison	(32.85)	
10/31/22	2000	Best Drilling and Pump Inc	(711,739.05)	
10/31/22	2001	Civiltec Engineering	(110.00)	
10/31/22	2002	Kear Groundwater	(2,100.00)	
10/31/22	2003	Lagerlof, LLP	(350.00)	
10/31/22	2004	Rowland Water District	(11,868.95)	
10/31/22	2005	LASER LLC	(5,900.00)	
11/16/22	2006	ACWA	(3,460.00)	
11/16/22	2007	City of La Verne	(51.00)	
11/16/22	2008	Civiltec Engineering	(66,472.51)	
11/16/22	2009	Rowland Water District	(5,910.87)	
11/16/22	2010	Walnut Valley Water District	(8,586.53)	
12/06/22	2011	ACWA/JPIA	(2,139.00)	
12/06/22	2012	Best Drilling and Pump Inc	(180,493.64)	
12/06/22	2013	City of La Verne	(51.00)	
12/06/22	2014	Civiltec Engineering	(4,309.63)	
12/06/22	2015	Lagerlof, LLP	(210.00)	
12/06/22	2016	Reeb Government Relations, LLC	(6,000.00)	
12/06/22	2017	Rowland Water District	(13,904.70)	

**PUENTE BASIN WATER AGENCY  
STATEMENT OF CASH FLOWS  
FY 2022-23**

12/06/22	2018	Southern California Edison	(4.40)	
12/06/22	2019	West Yost & Associates, Inc.	(4,513.00)	
12/20/22	2020	Kear Groundwater	(2,100.00)	
12/20/22	2021	Lagerlof, LLP	(35.00)	
12/20/22	2022	LASER LLC	(4,800.00)	
12/20/22	2023	Pace Analytical Services, LLC	(2,381.48)	
12/20/22	2024	Reeb Government Relations, LLC	(6,000.00)	
		Total Disbursements		<u>(12,806,604.65)</u>
		ENDING BALANCE DECEMBER 31, 2022		\$ 324,241.53
		LAIF		\$ 257,920.16
		Checking		\$ 66,321.37
		Total Cash Balance		\$ 324,241.53



February 2, 2023

TO: Board of Commissioners  
FROM: Erik Hitchman, Administrative Officer  
RE: Receive and File Rowland Water Districts' 2023  
PBWA Board Member Appointment Resolution

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**Recommendation:**

Receive and file Resolution No. 12.3-2022, Rowland Water District.

Walnut Valley Water District will present this item at their February 21, 2023 Board meeting.

**Background**

Attachments:

✓ *Rowland Water District Board approval documents*



**RESOLUTION NO. 12.3-2022**  
*Supersedes Resolution No. 12-2021*

**ROWLAND WATER DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS  
APPOINTING REPRESENTATIVES TO THE  
PUENTE BASIN WATER AGENCY**

**WHEREAS**, the Rowland Water District entered into an Amended Restated and Renewed Joint Powers Agreement creating the PUENTE BASIN WATER AGENCY, dated October 28, 2009, with Walnut Valley Water District, (the PBWA Agreement); and,

**WHEREAS**, the PBWA Agreement provides that the PUENTE BASIN WATER AGENCY shall be governed by a Commission consisting of four commissioners, and that the governing body of each of the members shall annually appoint two representatives to the Commission and one alternate to serve in the absence of either of the appointed representatives; and,

**WHEREAS**, the PBWA Agreement further provides that at least one of the appointed representatives of each member shall be a Director on the governing board of the appointing member; and,

**WHEREAS**, each Commissioner must file with the PUENTE BASIN WATER AGENCY a certified copy of the resolution of the member appointing him or her,

**NOW THEREFORE, BE IT RESOLVED** by the Board of Directors of the Rowland Water District:

1. That ANTHONY J. LIMA, who is a member of the Board of Directors of the Rowland Water District, shall be appointed as a representative of the Rowland Water District to serve on the Commission of the PUENTE BASIN WATER AGENCY.
2. That ROBERT W. LEWIS, who is a member of the Board of Directors of the Rowland Water District shall be appointed as a representative of the Rowland Water District to serve on the Commission of the PUENTE BASIN WATER AGENCY.
3. That TOM COLEMAN, General Manager of Rowland Water District, shall be appointed as an alternate representative of the Rowland Water District to serve on the Commission of the PUENTE BASIN WATER AGENCY in the absence of either of the appointed representatives.

4. That each of the representatives and alternate appointed herein shall serve for a term of one year unless removed and replaced at the pleasure of the Board of Directors, or unless such representative or alternate resigns or becomes incapacitated.

5. That a certified copy of this Resolution be provided to the PUENTE BASIN WATER AGENCY.

**PASSED, APPROVED, AND ADOPTED** at the regular meeting of the Board of Directors held December 13, 2022, by the following roll call vote:

AYES: Directors Bellah, Hsu, Lewis, Lima, and Lu-Yang  
NOES: None  
ABSENT: None  
ABSTAIN: None



**SZU PEI LU-YANG**  
President

ATTEST:



**TOM COLEMAN**  
General Manager

I certify that the forgoing Resolution is a true and correct copy of the Resolution of the Board of Directors of the Rowland Water District adopted on December 13, 2022.



**TOM COLEMAN**  
Board Secretary

**CERTIFIED COPY OF RESOLUTION OF THE  
BOARD OF DIRECTORS OF  
THE ROWLAND WATER DISTRICT**

The Board of Directors met in regular session in the Board Room of the Rowland Water District on December 13, 2022, at 6:00 p.m., with the following members being present and participating, to wit:

Present: Directors John Bellah, Vanessa Hsu, Anthony J. Lima, Robert Lewis, Szu Pei Lu-Yang

Absent: None

Board President Lima declared that a quorum was present and called the meeting to order.

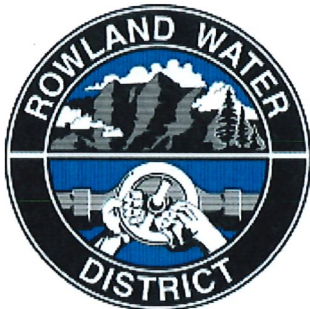
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**CERTIFICATE**

I hereby certify that the attached copy of Resolution No. 12.3-2022 is a true and correct copy of the resolution duly adopted by the Board of Directors of the Rowland Water District on the Board meeting date stated therein, at which meeting a quorum of Board of Directors was present, that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect.

This resolution is effective: December 13, 2022

*The official resolution is on file in the resolution book of the Rowland Water District.*





Executive Assistant

Date: December 13, 2022



February 2, 2023

TO: Board of Commissioners  
 FROM: Erik Hitchman, Administrative Officer  
 RE: Annual Selection of Commission Officers and Commission Staff

**Recommendation**

That the Commissioners:

1. Conduct the annual selection of officers as set forth in the Joint Powers Agreement (JPA);<sup>1</sup> and the,
2. Annual appointment of Secretary, Treasurer, Administrative Officer, Assistant Administrative Officer and Assistant Treasurer as set forth in the JPA.

**Background**

At February's PBWA meeting the amended JPA (referenced below) directs the selection of Commission officers:

1. **Section of Chair and Vice-Chair** (as amended on January 19, 2012)

In the JPA, subdivision 1 of Section E, it states,

At the Commission meeting in February, there shall be selected from the Commission a Chairman and a Vice Chairman. When the Commissioners select a Chairman from Walnut, the Vice Chairman shall be from Rowland. In that instance, for the following year, the new Chairman shall be from Rowland and the Vice Chairman shall be from Walnut. Such offices shall alternate between the Commissioners from Walnut and Rowland each year.

Following is the rotation for 2023:

Position	Current	Rotation for 2023
Chairman	Mr. Lima - RWD	WVWD Designee
Vice-Chairman	Ms. Lee – WVWD	RWD Designee

<sup>1</sup> As amended at the PBWA's Jan 19, 2012, meeting and approved by the Rowland and Walnut Water Districts Board of Directors. Further amendments took place at the Feb 7, 2017, Commission meeting where Section E(1) authorizes the Commission to appoint additional officers as they deem appropriate (also refer to Item No. 2 of this report).



**2. Appointment of Secretary, Treasurer, Administrative Officer, Assistant Administrative Officer, and the Assistant Treasurer (as amended on January 19, 2012 and February 7, 2017)**

The JPA further states in subdivision 1 of Section E,

There shall also be a Secretary, Treasurer, and Administrative Officer. The Secretary of the Commission shall rotate annually between the General Manager of Walnut, or Walnut’s General Manager’s designee, and the General Manager of Rowland, or Rowland’s General Manager’s designee. The Treasurer of the Commission shall be the Treasurer of Rowland or Rowland’s General Manager’s designee. The Administrative Officer shall be the General Manager of Walnut, or Walnut’s General Manager’s designee.

In addition to the officers specified in Section 2, above, Section E(1) of the Agency’s Joint Powers Agreement authorizes the Commission to appoint additional officers, as they deem appropriate. Accordingly, at the February 7, 2017, Commission meeting, approval was given to add the positions of Assistant Administrative Officer and Assistant Treasurer, to these PBWA positions.

<b>Position</b>	<b>Current Appointments</b>	<b>Proposed for 2023</b>
Secretary (Rotates between RWD and WVWD)	RWD Designee (Ms. Fleming)	WVWD’s Designee (Ms. Fleming)
Treasurer (RWD)	RWD Designee (Mr. Byerrum)	RWD Designee (Ms. Malner)
Administrative Officer (WVWD)	Mr. Erik Hitchman, WVWD	Mr. Jared Macias, WVWD
Assistant Administrative Officer	Mr. Coleman, RWD	Mr. Coleman, RWD
Assistant Treasurer	Ms. Malner, RWD	Mr. Byerrum, RWD



**COST-SHARING AGREEMENT  
FOR GROUNDWATER RELIABILITY PARTNERSHIP**

This Cost-Sharing Agreement (“Agreement”) is entered into by and among the undersigned parties listed in Exhibit A attached hereto and incorporated herein by this reference (“Parties”).

RECITALS

- A. Three Valleys Municipal Water District (“TVMWD”), City of Glendora (“Glendora”) and the Puente Basin Water Agency (“PBWA”) entered into Groundwater Reliability Partnership Principles of Agreement on June 2, 2022.
- B. Glendora and the PBWA (collectively, “Partner Agencies”) desire for TVMWD, as the regional wholesale water agency, to take the lead in the development of a Groundwater Reliability Project (“Project”) that provides overall resilience for the service area and accomplishes the objectives set forth above.
- C. Other TVMWD Member Agencies may in the future desire to become Partner Agencies in the Project and may be included this Agreement upon mutually-acceptable terms.
- D. TVMWD and the Partner Agencies desire to retain the engineering firm of Woodard & Curran (“Consultants”) to update the previously-completed technical feasibility study for the Project based on current conditions (“Study”). TVMWD will serve as the lead agency for the Study.
- E. In addition to the Study that will develop the capital infrastructure options needed to facilitate the development and distribution of the treated groundwater supply, TVMWD and the Partner Agencies will develop concepts for (1) Project ownership and operation and (2) the terms of use of developed studies by TVMWD and the Partner Agencies.
- F. Based on the results of the Study, the Parties may collectively develop future agreements for Project construction and operation.

**COST-SHARING AGREEMENT  
FOR GROUNDWATER RELIABILITY PARTNERSHIP**

G. Through this Agreement, the Parties desire to govern their payment of costs and fees arising from their cooperative efforts and to confirm their common interests in maintaining a joint participation in the Study and the Project, to allow them to continue to share information related to the Project.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals, and the mutual covenants and conditions contained herein, the Parties agree as follows:

1. The Parties will contribute the sums listed in Exhibit B attached hereto and incorporated herein, which sets forth each Party's contribution towards the Consultants' fees and costs collectively incurred in the Parties' cooperative efforts for the Study. If additional funds are needed, the participating Parties will agree on the amount of additional call(s) for funds and each participating Party's contribution to such call(s). If any new parties decide to join the undersigned Parties and participate in this Agreement, Exhibits A and B will be modified accordingly, and the amounts contributed shall be adjusted. TVMWD will have the responsibility for collecting each Party's contribution of funds, processing invoices submitted by the Consultants pursuant to the scope of work for the Study, coordinating communications among the Parties to the Consultants, and for maintaining an accurate accounting of this administration of funds.

2. Each Party is represented by its own respective legal counsel in connection with the Study and the Project, and the cooperative efforts referenced herein. Said legal counsel will not have an attorney-client relationship with any other Party to this Agreement as a result of the legal counsel's participation in discussions and actions related to the Parties' cooperative efforts on the Study and/or the Project. Similarly, said legal counsel will not have a duty of loyalty or confidentiality to any Party to this Agreement other than the legal counsel's specific client(s), and

**COST-SHARING AGREEMENT  
FOR GROUNDWATER RELIABILITY PARTNERSHIP**

consequently, no Party may seek to disqualify the legal counsel for another Party as a result of the legal counsel's participation in discussions and actions related to the Parties' cooperative efforts on the Study and/or the Project.

3. If there is a breach of this Agreement by a Party, the Parties agree that the non-breaching Party will have no adequate remedy at law in money or damages and shall be entitled to seek and obtain, in addition to all other remedies that may be available, a temporary restraining order, injunctive relief, or other equitable relief against the breach or its continuance.

4. Nothing in this Agreement shall be construed to waive any rights, claims, or privileges that any Party shall have against another Party or any other person or entity.

5. This Agreement shall be binding upon the successors and assigns of the Parties.

6. This Agreement is made under, and shall be construed in accordance with, the laws of the State of California.

7. The individuals signing this Agreement in a representative capacity warrant that they have the authority to do so on behalf of the entity or entities they represent, and further agree that as representatives of the entity or entities that they respectively represent, they themselves are bound by all terms of this Agreement.

8. All notices and other communications required to be given to a Party under the terms of this Agreement (a) shall be in writing, (b) shall be personally delivered, or transmitted by facsimile or email, and (c) shall be directed to such Party at the address, facsimile number or email address specified below, or at such other address, facsimile number or email address as such Party may hereafter designate by notice in accordance with this paragraph.

9. This Agreement may be executed in counterparts, each of which so executed shall be deemed an original irrespective of the date of the execution, and said counterparts shall together

**COST-SHARING AGREEMENT  
FOR GROUNDWATER RELIABILITY PARTNERSHIP**

constitute one and the same Agreement. Further, facsimile or .PDF copies of signatures shall be as effective as original signatures for evidencing execution of this Agreement.

By: \_\_\_\_\_  
Print Name: Matthew H. Litchfield, P.E.  
Title: General Manager/Chief Engineer  
Representing: Three Valleys Municipal Water District

By: \_\_\_\_\_  
Print Name: Alison Sweet  
Title: Public Works Director  
Representing: City of Glendora

By: \_\_\_\_\_  
Print Name: Erik Hitchman, P.E.  
Title: Administrative Officer  
Representing: Puente Basin Water Agency

## **Exhibit A**

### **List of Parties**

1. Three Valleys Municipal Water District
2. City of Glendora
3. Puente Basin Water Authority

## **Exhibit B**

### **Each Party's Contribution**

<b>Agency</b>	<b>Contribution</b>
Three Valleys Municipal Water District	\$49,486.67
City of Glendora	\$49,486.66
Puente Basin Water Agency	\$49,486.67
Total Study Cost Groundwater Reliability Project Feasibility Study by <i>Woodard &amp; Curran (12/9/2022)</i>	\$148,460.00



February 2, 2023

TO: Board of Commissioners  
FROM: Erik Hitchman, Administrative Officer  
RE: Consider Acceptance of Work and Notice of Completion for the Six Basins Project (Phase 2) - Durward Well Development & Equipping - Drilling Phase (P.N. PB18-0005-P2-DR)

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**Recommendation**

Request the Commission:

1. Accept the work as installed for the project listed below.
2. Authorize the filing of the Notice of Completion for the project listed below.

<b><u>Project No.</u></b>	<b><u>Description</u></b>	<b><u>Contractor</u></b>
P.N. PB18-0005-P2-DR	Six Basins Groundwater Project (Phase 2) - Durward Well Development & Equipping- Drilling Phase	Best Drilling and Pump, Inc.

**Background**

The contractor has substantially completed work on the above project and all work has been performed in accordance with the contract documents.

*Attachments:*  
*Notice of Completion*  
*Vicinity Map*

**RECORDING REQUESTED BY:**

Puente Basin Water Agency

**WHEN RECORDED MAIL TO:**

Puente Basin Water Agency  
271 South Brea Canyon Road  
Walnut, CA 91789

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**NOTICE OF COMPLETION**

**Notice is hereby given that:**

Puente Basin Water Agency, created by a Joint Powers Agreement between Rowland Water District (a County Water District) and Walnut Valley Water District (a California Water District), hereby requests this Notice of Completion be filed for the Six Basins Groundwater Project, location map attached as "Exhibit A".

The work of improvement was completed on January 18, 2023. The contractor for said work of improvement was Best Drilling and Pump, Inc., 1640 W. Pellisier Road, Colton, CA, 92324. The name and address of the contractor's surety is Great American Insurance Company, P.O. Box 2119, Cincinnati, OH, 45201.

The property upon which work of improvement was completed is in the City of La Verne, County of Los Angeles, State of California and is described as follows:

Six Basins Groundwater Project (Phase 2)  
Durward Well Development & Equipping - Drilling Phase

Property Owner: Puente Basin Water Agency  
Project No.: PB18-0005-P2-DR

Dated: February 2, 2023

PUENTE BASIN WATER AGENCY

By: \_\_\_\_\_  
Erik Hitchman, Administrative Officer

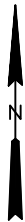
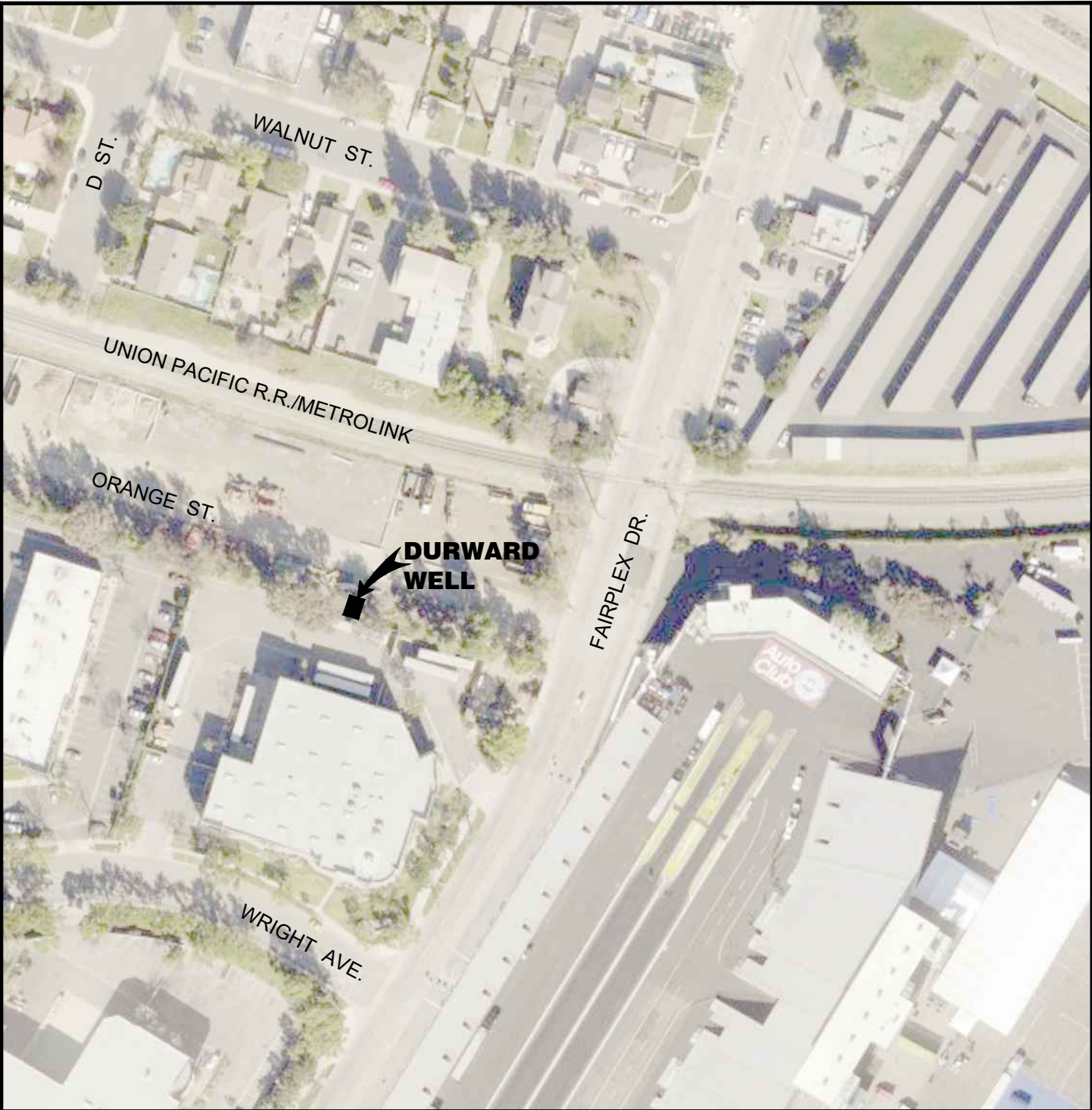
**VERIFICATION**

The undersigned declares that he is the Secretary of the public corporation that executed the foregoing notice as owner of the interest on the property described therein, that he makes this verification on behalf of said corporation, that he has read said notice and knows its contents, and that the facts therein are true to the best of his knowledge and belief.

The undersigned declares under penalty of perjury that the foregoing is true and correct.  
Executed at Walnut, California this 2nd day of February 2023.

By: \_\_\_\_\_  
Erik Hitchman





VICINITY MAP  
Not to Scale

**PUENTE BASIN WATER AGENCY**

**DURWARD WELL**



February 2, 2023

TO: Board of Commissioners  
 FROM: Erik Hitchman, Administrative Officer  
 RE: Commission Follow-Up

**Recommendation**

For information only.

**Background**

Following is an update regarding matters that have recently come before the Commission.

Item	Meeting Date	Commission Activity	Completed	Follow-Up
PBWA Legislative Activities: Engagement of Lobbyist	12/08/22	Approved renewal agreement	1/9/23: Received fully executed agreement from Reeb Government Relations, LLC.	Complete