REGULAR MEETING   8:00 A.M.   OPERATIONS CENTER - 1200 SOUTH GENE AUTRY TRAIL  – PALM SPRINGS – CALIFORNIA

1. PLEDGE OF ALLEGIANCE

2. APPROVAL OF MINUTES – August 7, 2018 CIOFFI

3. GENERAL MANAGER’S REPORT KRAUSE

4. COMMITTEE REPORTS - A. Executive – August 15, 2018 CIOFFI

5. PUBLIC COMMENT:
Members of the public may comment on any item not listed on the agenda, but within the jurisdiction of the Agency. In addition, members of the public may speak on any item listed on the agenda as that item comes up for consideration. Speakers are requested to keep their comments to no more than three (3) minutes. As provided in the Brown Act, the Board is prohibited from acting on items not listed on the agenda.

6. ITEM FOR ACTION
   A. Request Board Authorization for General Manager to Execute Land Use Agreement with CVAG JOHNSON

7. ITEM FOR DISCUSSION
   A. July Water Use Reduction Figures KRAUSE
   B. Sites Reservoir Participation (PPT) KRAUSE

8. DIRECTORS COMMENTS AND REQUESTS

9. CLOSED SESSION
   A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
      Pursuant to Government Code Section 54956.9 (d) (1)
      Name of Case: Agua Caliente Band of Cahuilla Indians vs. Coachella Valley Water District, et al
   B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
      Pursuant to Government Code Section 54956.9 (d) (1)
      Name of Case: Agua Caliente Band of Cahuilla Indians vs. County of Riverside, et al
   C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
      Pursuant to Government Code Section 54956.9 (d) (1)
      Name of Case: Mission Springs Water District vs. Desert Water Agency
   D. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
      Pursuant to Government Code Section 54956.9 (d) (1)
      Name of Case: Albrecht et al vs. County of Riverside
   E. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
      Pursuant to Government Code Section 54956.9 (d) (1)
      Name of Case: Abbey et al vs. County of Riverside
   F. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
      Pursuant to Government Code Section 54956.9 (d) (1)
      Name of Case: Safari Park, Inc. vs. Southridge Property Owners Assoc. of Palm Springs, et al
   G. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
      Pursuant to Government Code Section 54956.8
      Property: APN 669-191-007, 008 and APN 669-680-024
      Agency Negotiators: Mark Krause, General Manager and Steve Johnson, Assistant General Manager
      Negotiating Parties: DFI Funding, Inc.
      Under Negotiation: Price and Terms
H. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
   Pursuant to Government Code Section 54956.8
   Property: APN 677-420-024
   Agency Negotiators: Mark Krause, General Manager and Steve Johnson, Assistant General Manager
   Negotiating Parties: City of Palm Springs
   Under Negotiation: Price and Terms

10. RECONVENE INTO OPEN SESSION – REPORT FROM CLOSED SESSION

11. ADJOURN
President Cioffi opened the meeting at 8:00 a.m. and asked everyone to join him in the Pledge of Allegiance.

President Cioffi called for approval of the July 17, 2018 Regular Board meeting minutes.

Vice President Stuart moved for approval. After a second by Director Ewing, the minutes were approved as written.

President Cioffi called upon General Manager Krause to provide an update on Agency operations.

Mr. Krause stated on July 28 at approximately 5:30 a.m., stand-by crew responded to a hit hydrant on Calle Encilia and Alejo Rd., it was a hit and run. The hydrant was replaced and put back into service. The water loss was from a fully open 6-inch hydrant bury which ran for approximately 20 minutes. A police report was filed.
Mr. Krause reported for the month of July, the Whitewater Hydro plant generated approximately 358,432 kWh resulting in a SCE settlement amount of $33,401. Currently, MWD is delivering 165 cfs through the hydro plant and 535 cfs at the MWD outlet structure, for a total of 700 cfs to the Whitewater Spreading Basins. Approximately 1,660 acre-feet is scheduled to be delivered to the Mission Creek Spreading Basin once MWD completes repairs to the basin’s flow meter. Approximately 79,270 acre-feet is scheduled to be delivered to the Whitewater Spreading Basin by the end of the year.

Concluding his report, Mr. Krause noted the current system leak data, and meetings and activities he participated in during the past several weeks.

18192. President Cioffi noted the minutes for the August 1, 2018 Executive Committee were provided in the Board’s packet.

18193. President Cioffi opened the meeting for public comment.

There being no one from the public wishing to address the Board, President Cioffi closed the public comment period.

18194. President Cioffi asked Agency Counsel Riddell to provide a report on the July 19, 2018 meeting of the Board of Directors of the State Water Contractors, Inc.

Mr. Riddell reported on the following items: 1) Financing Joint Powers Authority, 2) DWR Management Report, 3) SWC Board Action Items, 4) SWP Operations Report, and 5) Delta Compliance Efforts.

18195. President Cioffi noted that Board packets included Outreach & Conservation reports for July.

Outreach & Conservation Manager Metzger noted she will be attending next week’s CSDA’s Riverside County chapter meeting.

18196. President Cioffi spoke about his and General Manager Krause’s recent trip to Washington D.C. where they met with Lobbyist Kris Polly and several legislative staff members.
At 9:02 a.m., President Cioffi convened into Closed Session for the purpose of Conference with Legal Counsel, (A) Existing Litigation, pursuant to Government Code Section 54956.9 (d) (1), Agua Caliente Band of Cahuilla Indians vs. Coachella Valley Water District, et al; (B) Existing Litigation, pursuant to Government Code Section 54956.9 (d) (1), ACBCI vs. County of Riverside, et al; (C) Existing Litigation, pursuant to Government Code Section 54956.9 (d) (1), Mission Springs Water District vs. Desert Water Agency, (D) Existing Litigation, pursuant to Government Code Section 54959.9 (d) (1), Albrecht et al vs. County of Riverside; (E) Existing Litigation, pursuant to Government Code Section 54959.9 (d) (1), Abbey et al vs. County of Riverside; and (F) Existing Litigation, pursuant to Government Code Section 54956.9 (d) (1), Safari Park, Inc. vs. Southridge Property Owners Association of Palm Springs, et al.

At 10:50 a.m., President Cioffi reconvened the meeting into open session and announced there was no reportable action.

In the absence of any further business, President Cioffi adjourned the meeting at 10:51 a.m.

James Cioffi, President

ATTEST:

Kristin Bloomer, Secretary-Treasurer
On August 4 at approximately 12:30 p.m., Construction responded to a hit fire hydrant at 67750 E. Palm Canyon Drive, Cathedral City. Staff replaced the bolts and gasket, and put the hydrant back in service. The water loss was from a fully open 6-inch hydrant bury which ran for approximately 15 minutes. A police report was filed.
PROJECT INFORMATION
PROJECT IS ON A 30.4 ACRE SUBDIVISION: COMMUNITY OF 45 SINGLE FAMILY RESIDENTIAL LOTS WITH CUSTOM BUILT HOMES.

PROJECT DETAILS
- 1,371 L.F. OF 8" D.I. WATER MAIN
- 4,526 L.F. OF 12" D.I. WATER MAIN
- 45 RESIDENTIAL 1" WATER SERVICES
- NEW DRAINLINE FROM UPPER TO LOWER RESERVOIR TO BE DESIGNED AND INSTALLED BY DEVELOPER ALONG CHINO CANYON DR

PROJECT STATUS
- PLAN CHECK

THE BOULDERS
TRACT 31095
WESSMEN HOLDINGS, LLC

DEsert WATER AGENCY
PALM SPRINGS, CALIFORNIA
PROJECT INFORMATION

PROJECT IS ON A 11.5 ACRE LOT: GATED COMMUNITY OF 80 TOWNHOMES, 22 THREE-Story "LIVE-WORK UNITS" AND 15,000 SQ. FT. OF RETAIL SPACE.

PROJECT DETAILS
- 3,067 L.F. OF 8" D.I. WATER MAIN
- 85 L.F. OF 12" D.I. WATER MAIN
- 102 RESIDENTIAL 1" WATER SERVICES
- 5 COMMERCIAL WATER SERVICES
- 15 RESIDENTIAL FIRE HYDRANTS
- 3 IRRIGATION WATER SERVICES

PROJECT STATUS
- PROJECT IS PHASED IN 2 PARTS
- PHASE 1.-- IS ON HOLD, NOT COMPLETED.
- PHASE 2.-- START IS PENDING

THE CAMERON PHASE 2
TRACT NO. 33575
Cameron LLC

DESERET WATER AGENCY
PALM SPRINGS, CALIFORNIA

DATE 08/01/18
SCALE NTS

PROJECT "C"
PROJECT INFORMATION
THIS PROJECT INCLUDES THREE NEW CITY BLOCKS THAT WOULD INCLUDE RETAIL, RESTAURANTS, OFFICE SPACE, NEW CITY STREETS AND A SIX-STORY BOUTIQUE HOTEL.

PROJECT DETAILS
- 1,387 L.F. OF 12" D.I. WATER MAIN
- 39 COMMERCIAL 2" WATER SERVICES
- 13 COMMERCIAL 6" FIRE SERVICES
- 6 COMMERCIAL FIRE HYDRANTS

PROJECT STATUS
- PROJECT HAS BEEN COMPLETED.
- PROJECT HAS NOT BEEN ACCEPTED YET.
PROJECT INFORMATION
THIS PROJECT HAS 46 LOTS FOR SINGLE FAMILY HOMES IN A GATED COMMUNITY. THREE-TWO STORY FLOOR PLANS WITH UP TO 2,006 SQ. FT. PER HOME SIZE.

PROJECT DETAILS
- 1,948 L.F. OF 8” D.I. WATER MAIN
- 7 RESIDENTIAL FIRE HYDRANTS
- 46 RESIDENTIAL 1” WATER SERVICES
- 1 IRRIGATION 2” WATER SERVICE
- 505 L.F. UPSIZE MAIN FROM 6” TO 8” D.I. WATER MAIN. ON "DE ANZA RD"

PROJECT STATUS
- ON-SITE CONSTRUCTION PHASE 1 HAS BEEN COMPLETED AND ENERGIZED.
- OFF-SITE PHASE 1 HAS BEEN COMPLETED AND ENERGIZED.
- HAS NOT BEEN ACCEPTED YET.
PROJECT INFORMATION
PROJECT IS A COMMUNITY OF 753 SINGLE FAMILY RESIDENTIAL LOTS SURROUNDING A PUBLIC SPACE COMMUNITY OLIVE GROVE.

PROJECT DETAILS
- 7,910 L.F. OF 8" D.I. WATER MAIN
- 15,229 L.F. OF 12" D.I. WATER MAIN
- 5,630 L.F. OF 16" D.I. WATER MAIN
- 305 L.F. OF 24" D.I. WATER MAIN
- 753 1" RESIDENTIAL WATER SERVICES
- 5 2" COMMERCIAL WATER SERVICES
- 116 RESIDENTIAL FIRE HYDRANTS
- PRIVATE WELL FOR PUBLIC AREA
- IRRIGATION
- FUTURE DWA WELL SITE

PROJECT STATUS
- CONSTRUCTION PHASE I-IV COMPLETE AND ENERGIZED. PROJECT NOT ACCEPTED.

MIRALON CONSTRUCTION
PHASE 1-4
TRACT 31848-1, -2
AVALON 1150 LLC

DESSERT WATER AGENCY
PALM SPRINGS, CALIFORNIA

DATE
08/01/2018

SCALE
NTS

PROJECT
"F"
PROJECT INFORMATION
THE PROJECT IS A COMMUNITY OF 40 LUXURY HOMES, THESE SITES HAVE A MINIMUM OF 14,000 SQ. FT. AND ARE BUILT ON 4 CUL-DE-SACS OFF RAMON ROAD.

PROJECT DETAILS
- 2210 L.F. OF 8" D.I. MAIN.
- 40 RESIDENTIAL 1" WATER SERVICES.
- 12 RESIDENTIAL FIRE HYDRANTS.

PROJECT STATUS
- PHASE 1 IS COMPLETED AND ACCEPTED.
- PHASE 2 IS COMPLETED AND ACCEPTED.
PROJECT INFORMATION
5 RESIDENTIAL LOTS FOR A SMALL TRACT OF CONDOMINIUMS ON THE SOUTH WEST CORNER OF ZANJERO RD AND VIA OLIVERA. ALL WORK WILL BE OFF OF AN EXISTING MAIN SO WILL BE DONE BY DWA FORCE.

PROJECT DETAILS
- 5 1" WATER SERVICES
- 1 FIRE HYDRANT

PROJECT STATUS
- CONSTRUCTION STARTED AND METERS SET

VIA OLIVERA
TRACT 36737
VIA OLIVERA, LLC

DESERt WATER AGENCY
PALM SPRINGS, CALIFORNIA
PROJECT INFORMATION
PROJECT IS ON A 5.22 ACRE, 64 RESIDENTIAL/CONDOS UNITS, DEVELOPED BY PALM SPRINGS MODERN CONSTRUCTION.

PROJECT DETAILS
- 10" FIRE SERVICE (DCDA)
- 2" RESIDENTIAL WATER SERVICES
- 1" IRRIGATION WATER SERVICES

PROJECT STATUS
- PROJECT HAS BEEN COMPLETED.
PROJECT INFORMATION
4 LOTS ON AN UNDEVELOPED PARCEL MAP SOUTH OF WELL SITE 36 IN CATHEDRAL CITY.

PROJECT DETAILS
- 265 L.F. OF 8" D.I. WATER MAIN
- 4 1" WATER SERVICES

PROJECT STATUS
- PROJECT HAS SUBMITTED FOR 1ST PLAN
CHECK REVIEW

WHITewater Trail
Palm springs outpost 5
Ronald Williams

DEsERT Water AGENCY
Palm springs, california
PROJECT INFORMATION
3.96 ACRES FOR THE PURPOSE OF A THIRTY (30) UNIT CONDOMINIUM PROJECT CONSISTING OF TWENTY (20) ATTACHED UNITS AND TEN (10) DETACHED UNITS FRONTING HERMOSA DR. ARENAS RD. AND BARISTO RD.

PROJECT DETAILS
- 1,307 L.F. OF 8" D.I. WATER MAIN
- 30 RESIDENTIAL 1" WATER SERVICES

PROJECT STATUS
- PLANS HAVE GONE MYLAR FOR SIGNATURES.

ENCLAVE AT BARISTO
TRACT 37245
ENCLAVE AT BARISTO LLC

DEsert WATER AGENCY
PALM SPRINGS, CALIFORNIA

08/31/2017 NTS

PROJECT "K"
PROJECT INFORMATION
ESCENA TRACT NO. 32233-5 WAS PHASED IN 3 PARTS, THIS IS PHASE 2 AND LAST CONSTRUCTION PHASE OF ESCENA-5 WHICH INCLUDES 27 RESIDENTIAL HOMES.

PROJECT DETAILS
- 966 L.F. OF 8" D.I. WATER MAIN
- 27 RESIDENTIAL 1" WATER SERVICES

PROJECT STATUS
- ENTIRE TRACT COMPLETED AND ACCEPTED.

TOLL BROTHERS INC

DESERT WATER AGENCY
PALM SPRINGS, CALIFORNIA
PROJECT INFORMATION
24 ACRE PARCEL LOCATED AT THE NORTHEAST CORNER OF SOUTH DRIVE AND EATSBARISTO ROAD, A RESIDENTIAL DEVELOPMENT OF 93 MULTI-FAMILY DWELLING UNITS AND 72 SINGLE FAMILY DWELLING UNITS ON INDIVIDUAL LOTS.

PROJECT DETAILS
- 4,924 L.F. OF 8" D.I. WATER MAIN
- 470 L.F. OF 12" D.I. WATER MAIN
- 72 RESIDENTIAL 1" WATER SERVICES
- 4 IRRIGATION 2" WATER SERVICES

PROJECT STATUS
- PROJECT IS UNDER CONSTRUCTION AND ONSITE AND OFFSITE MAIN HAS BEEN INSTALLED AND GOING THRU TESTING NOW.

VIBE
TRACT NO. 36689
JEN CALIFORNIA 3, LLC

DESERT WATER AGENCY
PALM SPRINGS, CALIFORNIA

DATE
08/01/2018

SCALE
NTS

PROJECT
"M"
PROJECT INFORMATION
PROJECT WAS NOT FULLY ACCEPTED BY DWA BUT MAIN IS ENERGIZED. A NEW DEVELOPER HAS BOUGHT IT AND HAS REALIGNED SOME OF THE LOTS. THEY WILL BE INSTALLING NEW SERVICES AND BRINGING THE PROJECT UP TO CURRENT DWA STANDARDS.

PROJECT DETAILS
- 1,000 L.F. OF 8" D.I. WATER MAIN
- 17 RESIDENTIAL 1" WATER SERVICES

PROJECT STATUS
- PROJECT IS UNDER CONSTRUCTION

LAS PALMAS ESTATES
TRACT 28966
TRI PALMS VIEW PROPERTIES LLC

DESSERT WATER AGENCY
PALM SPRINGS, CALIFORNIA

08/01/2018
NTS
PROJECT INFORMATION
APPROXIMATELY 2 ACRE LOT BETWEEN INDIAN CANYON AND CALLE ENCILIA NORTH OF RAMON TO BE USED AS 14 HOTEL VILLAS, A BANQUET HALL AND CAFE.

PROJECT DETAILS
- 3 COMMERCIAL WATER SERVICES
- FIRE SERVICES AND HYDRANTS

PROJECT STATUS
- PROJECT IN PLAN CHECK
PROJECT INFORMATION
CITY OF PALM SPRINGS IS EXPANDING THE INDIAN CANYON BRIDGE TO THE SOUTH FROM THE RAILROAD OVERPASS. THIS WOULD BE PLACING THE EXISTING WATER MAIN OVER 10' DEEP. THEY WILL BE RELOCATING THE MAIN TO OUR STANDARD 3 FEET DEEP.

PROJECT DETAILS
- 1,000 L.F. OF 8" D.I. WATER MAIN
- 5 2" WATER SERVICES

PROJECT STATUS
- PROJECT IN PLAN CHECK

INDIAN CANYON BRIDGE EXPANSION
CITY OF PALM SPRINGS

DESSERT WATER AGENCY
PALM SPRINGS, CALIFORNIA
PROJECT INFORMATION
PROJECT IS ON A 4.1 ACRE, 150 ROOM HOTEL, DEVELOPED BY RAEL DEVELOPMENT.

PROJECT DETAILS
2- 8" FIRE SERVICES (DCDA)
1- 6" FIRE HYDRANT
4- 2" COMMERCIAL WATER SERVICES
2- 1.5" IRRIGATION WATER SERVICES

PROJECT STATUS
- PROJECT IS IN PROGRESS, CONSTRUCTION HAS STARTED.
PROJECT INFORMATION
APPROXIMATELY 90,000 SQUARE FOOT COMMUNITY SPACE WITH PARK AND AMPHITHEATER

PROJECT DETAILS
- 2-3 WATER SERVICES
- SEWER CONNECTION

PROJECT STATUS
- PLANS APPROVED WAITING ON DEPOSITS FOR DWA WORK TO BEGIN
PROJECT INFORMATION
7.46 ACRES FOR 48 SINGLE FAMILY LOTS WITH ONE RECREATIONAL LOT AND PARK

PROJECT DETAILS
- 2,168 L.F. OF 8" D.I. WATER MAIN
- 1,910 L.F. OF 8" VCP SEWER MAIN
- 48 RESIDENTIAL 1" WATER SERVICES
- 48 RESIDENTIAL 4" SEWER LATERAL
- 2 NON-RESIDENTIAL 1" WATER SERVICES
- 1 COMMERCIAL 6" SEWER LATERAL

PROJECT STATUS
- PROJECT IN PLAN CHECK

DISTRICT EAST
TRACT 37354
JONES CREE VENTURES

DESSERT WATER AGENCY
PALM SPRINGS, CALIFORNIA
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<th>STREET NAME</th>
<th>NUMBER OF LEAKS</th>
<th>PIPE DIAMETER (INCHES)</th>
<th>YEAR INSTALLED</th>
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<td>AVENIDA CABALLEROS (20&quot;)</td>
<td>11</td>
<td>20</td>
<td>1949</td>
</tr>
<tr>
<td>HERMOSA PL</td>
<td>5</td>
<td>5</td>
<td>1939</td>
</tr>
<tr>
<td>LIVMOR AVE</td>
<td>3</td>
<td>4 AND 6</td>
<td>1955</td>
</tr>
<tr>
<td>ROSE AVE</td>
<td>2</td>
<td>4</td>
<td>1953</td>
</tr>
<tr>
<td>PARK DR</td>
<td>2</td>
<td>4</td>
<td>1946</td>
</tr>
<tr>
<td>CAMINO PAROCELA</td>
<td>2</td>
<td>4</td>
<td>1958</td>
</tr>
<tr>
<td>AIRLANE DR</td>
<td>1</td>
<td>4 AND 6</td>
<td>1948, 1955</td>
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<td>LOUELLA RD</td>
<td>1</td>
<td>6</td>
<td>1955</td>
</tr>
<tr>
<td>AVENIDA PALOS VERDES</td>
<td>1</td>
<td>4</td>
<td>1954</td>
</tr>
<tr>
<td>SIMMS RD</td>
<td>1</td>
<td>6</td>
<td>1957</td>
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<td>S PALM CANYON DR (10&quot;)</td>
<td>1</td>
<td>10</td>
<td>1938</td>
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<tr>
<td>SUNNY DUNES RD</td>
<td>1</td>
<td>6</td>
<td>1946</td>
</tr>
<tr>
<td>S INDIAN CANYON DR (8&quot;)</td>
<td>1</td>
<td>8</td>
<td>1938</td>
</tr>
<tr>
<td>LURING DR</td>
<td>1</td>
<td>4</td>
<td>1946</td>
</tr>
<tr>
<td>ALEJO RD (12&quot;)</td>
<td>1</td>
<td>12</td>
<td>1960</td>
</tr>
<tr>
<td>MANZANITA RD</td>
<td>1</td>
<td>6</td>
<td>1953</td>
</tr>
<tr>
<td>AVENIDA OLANCHA</td>
<td>1</td>
<td>4</td>
<td>1955</td>
</tr>
<tr>
<td>VIA SALIDA</td>
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<td>4</td>
<td>1937</td>
</tr>
<tr>
<td>CAMINO SAN MIGUEL</td>
<td>1</td>
<td>4</td>
<td>1946</td>
</tr>
<tr>
<td>SANDCLIFF RD</td>
<td>1</td>
<td>6</td>
<td>1954</td>
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<tr>
<td>CALLE MARCUS</td>
<td>1</td>
<td>4</td>
<td>1945</td>
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<tr>
<td><strong>TOTAL LEAKS IN SYSTEM:</strong></td>
<td><strong>40</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Streets highlighted in blue are being proposed as part of the 2018/2019 Replacement Pipeline Project
### General Manager’s Meetings and Activities

#### Meetings:
- **08/08/18** Indio GSAs Tribal Stakeholder Meeting
- **08/08/18** SGP GSAs MOU Advisory Committee Ground Rules
- **08/14/18** Indio GSAs Coordination Meeting
- **08/15/18** Executive Committee Meeting
- **08/15/18** Meeting with CVWD Sites Reservoir
- **08/16/18** Sites Meeting with Participating SWCs
- **08/16/18** Meeting with DWR Director on Sites
- **08/16/18** Sites Reservoir Committee Monthly Board Meeting
- **08/17/18** Cal WaterFix Update
- **08/20/18** I.S./Staff/Security Meetings
- **08/21/18** Bi-Monthly DWA Board Meeting

#### Activities:
1. Outreach Talking Points – KESQ
2. Whitewater Hydro – Automatic Re-start
3. State and Federal Contractors Water Authority and Delta Specific Project Committee (Standing)
4. ACBCI Section 14 Facilities & Easements
5. Lake Oroville Spillway Damage
6. Replacement Pipelines 2018-2019
7. CWF – Finance JPA Agreement
8. DWA/CVWD/MWD Operations Coordination/Article 21/Pool A/Pool B/Yuba Water
9. DWA/CVWD/MWD Agreements Update
10. SWP 2018 Water Supply
11. ACBCI Lawsuits
12. Lake Perris Dam Remediation
13. Section 14 Pipeline Easements
14. DOI Regulation
15. Repair of Facility Access Roads Damaged in the September 10 Storm (Araby)
16. Whitewater Hydro Operations Coordination with Recharge Basin O&M
17. SGMA Tribal Stakeholder Meetings
18. Whitewater Spreading Basins – BLM Permits
19. Lake Perris Dam Seepage Recovery Project Participation
20. Cal Waterfix Cost Allocation
21. DWA Surface Water Filtration Feasibility Study
22. MCSB Delivery Updates
23. Well 6 Meaders Cleaners RWQB Meetings
24. SGMA – Indio Subbasin Classification
25. SGMA – San Gorgonio Pass Subbasin
26. DWA Annual Water Quality Report
Minutes
Executive Committee Meeting
August 15, 2018

Directors Present: Jim Cioffi, Joe Stuart
Staff Present: Mark Krause, Martin Krieger, Steve Johnson

1. Discussion Items

   A. Review Agenda for August 21, 2018 Regular Board Meeting
      The proposed agenda for the August 21, 2018 meeting was reviewed.

   B. Expense Reports
      The July expense reports were reviewed.

2. Other - None

3. Adjourn
RE: REQUEST BOARD AUTHORIZATION FOR GENERAL MANAGER TO EXECUTE LAND USE AGREEMENT WITH CVAG

The Coachella Valley Association of Governments (CVAG) requested from the Agency permission to store a shade structure on a portion of Agency property that is located within the Escena development.

CVAG worked with the City of Cathedral City to construct a 2.3-mile segment of the CV Link along top of the westerly side of the Whitewater River Storm Channel levee between Ramon Road and Vista Chino. A shade structure was built as part of that project near Vista Chino and it needs to be relocated. CVAG is working with the City of Palm Springs to relocate the structure to Demuth Park; however, there may be some timing issue with its contractor regarding his ability to move the structure. If there is a problem with relocating it to Demuth Park, CVAG would like to disassemble the structure and store it on Agency property that is located within the Escena development for two to three months.

Attached for the Board’s review and approval is a copy of a proposed Land Use Agreement. The term of the agreement is 90 days and requires CVAG and/or its contractor to return the property to its pre-existing condition after the 90 day period. The agreement also indemnifies the Agency from any liabilities, claims, demands, damages, or costs arising from CVAG’s use of the property. CVAG will only need the agreement if it is unable to relocate the structure to Demuth Park.

Staff requests Board authorization for the General Manager to execute the proposed Land Use Agreement with CVAG, if needed.
AGREEMENT FOR USE OF A PORTION OF DESERT WATER AGENCY PROPERTY

This Agreement for Use of a Portion of Desert Water Agency ("Agreement") is by and between COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS ("CVAG"), a Joint Powers Authority and Desert Water Agency, an independent special district of the state of California, ("Owner"). CVAG and Owner may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. Owner owns that certain parcel of real property located within the City of Palm Springs, State of California, commonly known as Assessor's Parcel Number 677-250-031 ("Property"), and more particularly described in Exhibit “A” and depicted in Exhibit “B” attached to this Agreement.

B. Owner desires to grant CVAG permission to store a shade structure as set forth in this Agreement for approximately ninety (90) days within a portion of its Property.

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

OPERATIVE PROVISIONS

Grant of Permission

Owner hereby grants to CVAG, for a period of 90 days beginning on __________, 2018, and ending on __________, 2018, permission to use a portion of the Property, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference ("Storage Area"), to temporarily store a shade structure, as follows:

Permitted Uses

CVAG shall be authorized to use the Storage Area for storage of a shade structure, including ingress, egress, and access on and over the Property for such purpose. DWA authorizes CVAG, or its contractors or representatives, to use motorized vehicles for ingress, egress and access on and over the Property as reasonably necessary.

Maintenance

CVAG shall only be solely responsible for maintenance of the area used for storage. CVAG shall maintain or cause to be maintained the area used for storage, in good and safe condition, at CVAG's sole cost and expense. Such actions shall not interfere with Owner's reasonable use of the Property. The Property shall be returned to its pre-existing condition after the ninety (90) day period, at the sole cost and expense of CVAG.

Existing Facilities

CVAG shall protect-in-place existing Property facilities, to include well casing pipe, block walls, site gates. Any damage to existing facilities by CVAG shall be repaired by CVAG in a timely manner and at no cost to the Owner.

Indemnification

CVAG agrees to indemnify, defend, and hold harmless Owner, its officers, agents, and employees from any and all liabilities, claims, demands, damages, or costs whatsoever, including without limitation, claims by any person for property damage, personal injury or death of any person, whether public or
private, arising from, or in any way related, to CVAG’s use of the Property as provided herein, except to the extent that any such liabilities are the result of the negligence or willful misconduct of Owner, its officers, agents, or employees. The duty of CVAG to indemnify and save harmless includes the duty to defend as set forth in Civil Code Section 2778. Nothing in this Agreement limits the ability of Owner and CVAG to avail themselves of the protections offered by any applicable law affording immunity to Owner and CVAG.

Disputes and Remedies

Disputes between the Parties regarding nonperformance or default of the Agreement and/or the actual or threatened nonpermitted use, encroachment, or damage to the Property ("Default") shall be resolved as hereinafter provided.

Notice and Conference

If a dispute as contemplated above arises between the Parties, the aggrieved Party will provide, except as expressly provided for herein, written notice to the other Party of the alleged Default describing it with particularity and include a request for corrective action sufficient to cure the alleged Default and providing the Party with thirty (30) days' notice from the date of delivery of the notice to effect cure. Failure to provide written notice shall not be considered to be a waiver of the Default. The Parties shall meet and confer in good faith at least once during the thirty (30) day cure period with regard to resolving the alleged Default. In the event that physical damage to, or substantial interference with the use of, the Property is imminent or has occurred, CVAG shall have the right to take such reasonable actions to repair the damage and restore use of the Property as CVAG deems reasonably necessary, provided that such actions shall not interfere with Owner's reasonable use of the Property. In such event, CVAG will provide written notice to Owner as soon as reasonably possible of the Default, the actions undertaken by CVAG, and CVAG's demands upon Owner for reimbursement or other corrective action to be undertaken within thirty (30) days.

Corrective Action

Corrective action may include, without limitation; (i) cessation of any nonpermitted use of the Property; (ii) revocation or removal of any inconsistent right to use the Property that impacts the rights afforded under this Agreement; (iii) removal of any actual or threatened encroachment to the Property; (iv) repair and or restoration of the Property; and/or (v) any other action that will reasonably correct the alleged Default, including the payment of damages and/or reimbursement of actual costs expended.

Relief

If the Party receiving notice under this Section fails to cure the alleged violation within 30 days after receipt of notice from the other Party, or under circumstances where the alleged violation cannot reasonably be cured within a 30-day period, fails to begin curing such alleged violation within the 30-day period and/or to continue diligently to cure such alleged violation until finally cured, the noticing Party may bring an action at law or in equity in a court of competent jurisdiction seeking to enforce the terms of this Agreement or to enjoin the continuance of the Default, by temporary or permanent injunction.

Forbearance

Enforcement of the terms of this Agreement are at the discretion of the noticing Party, and any forbearance by the noticing Party to exercise its rights under this Agreement in the event of any breach of any term of this Agreement by the other Party will not be deemed or construed to be a waiver by the noticing Party of such term or of any subsequent breach of the same or any other term of the Agreement or of any of the noticing Party's rights under the Agreement. No delay or omission by the noticing Party in
the exercise of any right or remedy upon any breach by the other Party will impair such right or remedy or be construed as a waiver.

Acts Beyond a Party's Control

Nothing contained in this Agreement may be construed to entitle a Party to bring any action against the other Party for any injury to or change in the Property used hereunder resulting from causes not involving any affirmative acts or negligence by such Party, or causes beyond such Party's reasonable control, including without limitation, trespassers, fire, flood, storm, and earth movement or other Acts of God, or from any prudent action taken by such Party under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

Entire Agreement

The Parties agree that this Agreement contains all of the agreements, promises and understandings between them related to the subject matter of this Agreement. No verbal or oral agreements, promises or understandings will be binding upon either Party in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement will be void and ineffective unless made in writing and signed by the Parties hereto.

Construction of Document

The Parties acknowledge that this document may not be construed in favor of or against the drafter.

Applicable Law

This Agreement is to be liberally construed in order to effectuate its purposes. This Agreement and the performance thereof will be governed, interpreted, construed and regulated by the laws of the State of California. The Parties agree that the venue for any litigation regarding this Agreement will be in Riverside County.

Partial Invalidity

If any term of this Agreement is found to be void or invalid, then such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.

Successors and Assigns

This Agreement is binding on the successors and assigns of the Parties, including the heirs, personal representatives, successors and assigns of the Parties. Owner acknowledges and agrees that CVAG may assign the maintenance for the Property; provided, however, that CVAG will remain responsible for ensuring the overall condition and maintenance of the Property as it exists prior to use.

Construction of Agreement

The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. Whenever the singular is used, the same includes the plural and vice versa and words of any gender include the other gender. As used herein, "including" means "including, without limitation."

Further Assurances
Each Party agrees to execute any documents and instruments which any Party deems reasonably necessary or appropriate to carry out the purposes of this Agreement.

Notices

Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner: Desert Water Agency  
P.O. Box 1710  
Palm Springs, California 92263  
Attn: General Manager

To CVAG: Coachella Valley Association of Governments  
73-710 Fred Waring Drive, Ste 200  
Palm Desert, California 92260  
Attn: Director of Transportation

or to such other address as either Party from time to time designate by written notice to the other Party.

No Third-Party Rights

This instrument is made and entered into for the sole benefit and protection of Owner and CVAG. No person or entity other than the Parties hereto will have any right of action under the Agreement or any right to enforce the terms and provisions of this Agreement.

Authority to Sign

Each of the Parties executing this Agreement represent that they have authority and power to sign this Agreement on behalf of Owner and CVAG, respectively.

Incorporation of Recitals

Each of the Parties acknowledges that the statements contained in the Recitals are true and correct as of the date of this Agreement. The Recitals are hereby incorporated into this Agreement as if set forth fully herein.

The terms and covenants of this Agreement shall bind and inure to the benefit of the heirs, executors, administrators and assigns of Desert Water Agency and to Coachella Valley Association of Governments.

WITNESS WHEREOF, this instrument is executed on this, the __________ day of 2018.

DESERT WATER AGENCY
By: ____________________________

Title: __________________________

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

By: ____________________________

Title: Director of Transportation
EXHIBIT "A"

LEGAL DESCRIPTION OF WELL SITE 6 FROM DESERT WATER AGENCY

PORTION OF WELL SITE 6:

Commencing at the southeast corner of said northeast quarter of section 7; thence north 89°37'53" west along the southerly line of said northeast quarter, 413.15 feet to the southwesterly right-of-way line of the whitewater river channel, said point being on a non-tangent curve, concave southwesterly and having a radius of 40,000.00 feet, a radial line to said point bears north 56°10'47" east; thence northwesterly along said curve and said southwesterly right-of-way line through a central angle of 02°22'52", an arc distance of 1662.25 feet to the true point of beginning, a radial line to said point bears north 53°47'55" east; thence non-tangent to said curve north 70°56'45" west, 115.67 feet to the beginning of a tangent curve, concave northeasterly and having a radius of 327.00 feet; thence northwesterly along said curve through a central angle of 28°27'19", an arc distance of 162.40 feet; thence tangent to said curve north 42°29'26" west, 88.65 feet to the beginning of a tangent curve, concave northeasterly and having a radius of 277.00 feet; thence northwesterly along said curve through a central angle of 25°27'48", an arc distance of 123.10 feet; thence tangent to said curve north 17°01'38" west, 156.03 feet to the beginning of a tangent curve, concave westerly and having a radius of 223.00 feet; thence northerly along said curve through a central angle of 01°00'13", an arc distance of 3.91 feet to a point of cusp with a non-tangent curve concave southwesterly and having a radius of 3840.00 feet, a radial line to said point bears north 41°25'16" east; thence southeasterly along last said curve through a central angle of 05°57'44", an arc distance of 399.60 feet to said southwesterly right-of-way line of the whitewater river channel, said point being on a non-tangent curve, concave southerly and having a radius of 40,000.00 feet, a radial line to said point bears north 53°29'42" east; thence southeasterly along said curve and said southwesterly right-of-way line through a central angle of 00°18'13", an arc distance of 212.05 feet to the true point of beginning; exception 3 area comprises 1.090 acres, more or less.

The net parcel herein described comprises 12.995 acres, more or less.
DWA Property Location

Write a description for your map.

Legend

- DWA Property
Desert Water Agency and its customers achieved a 16.5% percent reduction in potable water production during July 2018 compared to the same month in 2013 – the baseline year used by the State Water Resources Control Board (State Water Board) to measure statewide conservation achievements. DWA continues to report its production to the state on a monthly basis, despite mandatory conservation ending in 2017.

DWA is asking its customers to save 10-13% compared to 2013 to help achieve long-term sustainability.

The cumulative savings over the last twelve-month period is 13.9%. The cumulative savings beginning in July of 2016 when we put our 10-13% target in place is 17.4%.

On the following page is additional information for this month.
<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 2018 water production</td>
<td>3,233.55 AF</td>
</tr>
<tr>
<td>July 2013 water production</td>
<td>3,874.08 AF</td>
</tr>
<tr>
<td>Percent changed in this month per drought surcharge baseline (July 2015)</td>
<td>-18.87% (more use)</td>
</tr>
<tr>
<td>Quantity of potable water delivered for all commercial, industrial, and</td>
<td>1032.73 AF</td>
</tr>
<tr>
<td>institutional users for the reporting month</td>
<td></td>
</tr>
<tr>
<td>The percentage of the Total Monthly Potable Water Production going to</td>
<td>68.06%</td>
</tr>
<tr>
<td>residential use only for the reporting month</td>
<td></td>
</tr>
<tr>
<td>Population (inclusive of seasonal residents)</td>
<td>106,944</td>
</tr>
<tr>
<td>Estimated R-GPCD</td>
<td>216.31</td>
</tr>
<tr>
<td>How many public complaints of water waste or violation of conservation</td>
<td>38</td>
</tr>
<tr>
<td>rules were received during the reporting month?</td>
<td></td>
</tr>
<tr>
<td>How many contacts (written/ verbal) were made with customers for actual/</td>
<td>21</td>
</tr>
<tr>
<td>alleged water waste or for a violation of conservation rules?</td>
<td></td>
</tr>
<tr>
<td>How many formal warning actions (e.g.: written notifications, warning</td>
<td>8</td>
</tr>
<tr>
<td>letters, door hangers) were issued for water waste or for a violation of</td>
<td></td>
</tr>
<tr>
<td>conservation rules?</td>
<td></td>
</tr>
<tr>
<td>How many penalties were issued for water waste or for a violation of</td>
<td>1</td>
</tr>
<tr>
<td>conservation rules?</td>
<td></td>
</tr>
</tbody>
</table>

Comments: The Agency’s service area is highly seasonal making population analysis a complex task. The State Water Resources Control Board (State Board) analyzes data on a per capita basis.

Historically, DWA has submitted data based on the permanent population of the service area; however, that data does not accurately reflect water use in DWA’s service area which has a highly seasonal population. Based on local data, the correct population is higher than previously reported. The Residential Gallons Per Capita Per Day (R-GPCD) is being submitted using the corrected population.

Since Desert Water Agency began recycling water, the agency has reclaimed 97,041 acre feet. If our recycled water production for this month was taken into consideration against our potable production, the conservation achieved would have been several percentage points higher.

In the 2018 water year, October to mid-July, we have lost about a million acre feet due to biological opinions (regulatory restrictions). Please see the graph on the following page.
2018 Lost Export to Due to BiOps = ~1.04 MAF

Fall X2 = ~490 TAF (including Sep)

OMR/SJR IE = ~ 550 TAF

**Fall-X2**: salinity/water quality management achieved through reservoir storage releases (Delta/Long Fin Smelt)

**OMR/SJR** (Old & Middle River/San Joaquin River): Restricted pumping rates to maintain minimum reversed flow rates in these rivers thereby reducing the number of fish killed by the pumps (Delta/Long Fin Smelt, Salmonids)