



# PALMDALE WATER DISTRICT

## A CENTURY OF SERVICE

### BOARD OF DIRECTORS

ROBERT E. ALVARADO  
Division 1

DON WILSON  
Division 2

GLORIA DIZMANG  
Division 3

KATHY MAC LAREN  
Division 4

VINCENT DINO  
Division 5

DENNIS D. LaMOREAUX  
General Manager

ALESHIRE & WYNDER LLP  
Attorneys

December 11, 2019

## AGENDA FOR REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT to be held at the District's office at 2029 East Avenue Q, Palmdale

**MONDAY, December 16, 2019 (Moved from December 9)**

**4:00 p.m. – Budget Only**

**6:00 p.m. – Remainder of Meeting**

**NOTES:** To comply with the Americans with Disabilities Act, to participate in any Board meeting please contact Dawn Deans at 661-947-4111 x1003 at least 48 hours prior to a Board meeting to inform us of your needs and to determine if accommodation is feasible.

Additionally, an interpreter will be made available to assist the public in making **comments** under Agenda Item No. 4 and any action items where public input is offered during the meeting if requested at least 48 hours before the meeting. Please call Dawn Deans at 661-947-4111 x1003 with your request. (PWD Rules and Regulations Section 4.03.1 (c) )

Adicionalmente, un intérprete estará disponible para ayudar al público a hacer **comentarios** bajo la sección No. 4 en la agenda y cualquier elemento de acción donde se ofrece comentarios al público durante la reunión, siempre y cuando se solicite con 48 horas de anticipación de la junta directiva. Por favor de llamar Dawn Deans al 661-947-4111 x1003 con su solicitud. (PWD reglas y reglamentos sección 4.03.1 (c) )

Agenda item materials, as well as materials related to agenda items submitted after distribution of the agenda packets, are available for public review at the District's office located at 2029 East Avenue Q, Palmdale (Government Code Section 54957.5). Please call Dawn Deans at 661-947-4111 x1003 for public review of materials.

**PUBLIC COMMENT GUIDELINES:** The prescribed time limit per speaker is three-minutes. Please refrain from public displays or outbursts such as unsolicited applause, comments, or cheering. Any disruptive activities that substantially interfere with the ability of the District to carry out its meeting will not be permitted, and offenders will be requested to leave the meeting. (PWD Rules and Regulations, Appendix DD, Sec. IV.A.)

Each item on the agenda shall be deemed to include any appropriate motion, resolution, or ordinance to take action on any item.

- 1) Pledge of Allegiance/Moment of Silence.
- 2) Roll Call.
- 3) Adoption of Agenda.



- 4) Action Items – Action Calendar (The public shall have an opportunity to comment on any action item on the Consent Calendar as the Consent Calendar is considered collectively by the Board of Directors prior to action being taken.)
  - 4.1) Workshop on 2020 Budget. (Finance Manager Williams)
  - 4.2) Consideration and possible action on approval of 2020 Budget. (Finance Manager Williams)
- 5) **Break until 6:00 p.m.**
- 6) Public comments for non-agenda items.
- 7) Presentations:
  - 7.1) Littlerock Reservoir Grade Control Structure Update. (Engineering/Grant Manager Rogers)
- 8) Action Items - Consent Calendar (The public shall have an opportunity to comment on any action item on the Consent Calendar as the Consent Calendar is considered collectively by the Board of Directors prior to action being taken.)
  - 8.1) Approval of minutes of regular meeting held November 25, 2019.
  - 8.2) Payment of bills for December 16, 2019.
  - 8.3) Approval of reappointment of Helen Velador to Palmdale Recycled Water Authority Board. (No Budget Impact – General Manager LaMoreaux)
  - 8.4) Approval on declaring District vehicles as surplus and offering same for sale and/or lease returns. (Potential revenue – Budgeted – Facilities Manager Bligh/Resource and Facilities Committee)
  - 8.5) Ratification of Agreement with the Housing Authority of the City of Palmdale for deferment of Capital Improvement Fees for Housing Development Tract No. 73740, W.S.M. No. 50-48, Homes for Families Veteran Housing Project. (Deferred income - \$432,288.00 – Engineering/Grant Manager Rogers)
  - 8.6) Reject claim received from Donald Driscoll, Driscoll & Omens, on behalf of Glenn Stanford and Claim Class and refer to Joint Powers Insurance Authority. (No Budget Impact – Finance Manager Williams)
- 9) Action Items - Action Calendar (The public shall have an opportunity to comment on any action item as each item is considered by the Board of Directors prior to action being taken.)
  - 9.1) Consideration and possible action on Community Workforce Agreement by and Between the Palmdale Water District and Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions. (No Budget Impact – Chris Hannan, Building & Trades/General Manager LaMoreaux/Personnel Committee)
  - 9.2) Consideration and possible action on the amended Water Supply Assessment for the Quail Valley Development. (No Budget Impact – Engineering/Grant Manager Rogers)

- 9.3) Consideration and possible action on Resolution No. 19-18 being a Resolution of the Board of Directors of the Palmdale Water District Approving Waiver of the District's Bid Procurement and Change Order Policy for the construction of the Water Conservation and Education Garden at 2005 East Avenue Q, Palmdale. (No Budget Impact – Resource & Analytics Supervisor Bolanos/Resource and Facilities Committee)
- 9.4) Consideration and possible action on authorizing staff to enter into a contract for the construction of the Water Conservation and Education Garden at 2005 East Avenue Q, Palmdale. (\$118,895.00 – Budgeted – Resource and Analytics Supervisor Bolanos/Resource and Facilities Committee)
- 9.5) Consideration and possible action on authorization of the following conferences, seminars, and training sessions for Board and staff attendance within budget amounts previously approved in the 2019 Budget:
  - a) Antelope Valley Board of Trade 2020 Business Outlook Conference to be held February 28, 2020 in Lancaster.
- 10) Information Items:
  - 10.1) Reports of Directors:
    - a) Meetings; Standing Committee/Assignment Reports; General Report.
  - 10.2) Report of General Manager.
    - a) Palmdale Water District website review. (Information Technology Manager Stanton)
  - 10.3) Report of General Counsel.
- 11) Board members' requests for future agenda items.
- 12) Adjournment.



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DENNIS D. LaMOREAUX,  
General Manager

DDL/dd

# P A L M D A L E   W A T E R   D I S T R I C T

## B O A R D   M E M O R A N D U M

**DATE:** December 10, 2019 **December 16, 2019**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Mr. Michael Williams, Finance Manager/CFO  
**VIA:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 4.2 – CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF 2020 BUDGET. (FINANCE MANAGER WILLIAMS)***

**Recommendation:**

Staff recommends that the Board approve the 2020 Annual Budget, as presented.

**Background:**

The first draft of the 2020 Budget was presented to the Finance Committee at the November 19<sup>th</sup> meeting. The Finance Committee concurred that the proposed 2020 Budget is consistent with the 2019 Water Rate Study and Five-Year Plan and requested a budget workshop be scheduled for presentation to the full Board.

The revenue projections are based on an 8.1% revenue adjustment that was adopted by the Board on October 28, 2019 by way of Resolution 19-15, in which the rate adjustment for years 2020 through 2024 were set based upon the Proposition 218 Water Rate Study completed October 8, 2019.

The cash operating revenue is based on projections of selling 16,341-acre feet of water, which would generate \$26,122,953 of water sales revenue. Wholesale water and other operating revenues is projected to generate a total of \$27,295,578 in cash operating revenue.

	<b>PROPOSED</b>	<b>BUDGET</b>
	<b>2020</b>	<b>2019</b>
<b>Operating Revenue</b>		
Wholesale Water (AVEK & LCID)	295,000	295,000
Retail Water	26,122,953	24,568,500
Other Operating Revenue	877,625	875,000
	27,295,578	25,738,500

The cash operating expenses are presented in two categories, personnel costs and operating costs. Total personnel costs are \$12,689,650, consisting of salaries and benefits. Total operating costs are \$11,408,483, consisting of operational costs, water purchases, water quality, and plant expenditures. Total cash operating expenses are \$24,098,133.



BOARD OF DIRECTORS  
PALMDALE WATER DISTRICT  
VIA: Mr. Dennis D. LaMoreaux, General Manager

December 10, 2019

	PROPOSED 2020	BUDGET 2019
<b>Operating Expenses</b>		
Departmental Salaries (Includes Overtime)	8,735,500	8,263,000
Departmental Taxes & Program Benefits	1,063,400	1,026,250
Departmental Healthcare	1,305,750	1,472,400
Departmental CalPERS	1,585,000	1,479,750
Departmental Personnel Expenses	12,689,650	12,241,400
Departmental Operating Expenses	7,693,436	7,798,100
Water Purchases & Recovery (OAP Included)	2,321,476	1,905,000
Water Quality (GAC Media)	783,015	800,000
Plant Expenditures	610,556	212,000
<b>Cash Expenses</b>	<b>24,098,133</b>	<b>22,956,500</b>

Operating expense increase is a result of the Water Rate Study using the adopted 2019 Budget as the base line, then applying inflationary escalation for eight different categories resulting in approximately a 5.8% increase from 2019.

**Non-Operating Revenues and Expense:**

	PROPOSED 2020	BUDGET 2019
<b>Non-operating Revenues</b>	7,821,250	7,975,000
<b>Non-operating Expenses</b>	6,065,500	6,065,500
<b>Net Non-operating Income/(Loss)</b>	<b>1,755,750</b>	<b>1,909,500</b>

We are projecting a decrease in non-operating revenue of approximately \$150,000, due to reduced property tax assessments.

**The effect on cash flow and reserves:**

	<u>Budget 2020</u>	<u>Projected 2019</u>
Beginning Cash	10,783,207	11,785,007
<b>Operating Activities</b>		
Net Operating Revenues	27,295,578	25,738,500
Net Operating Expenses	24,098,133	23,729,069
<b>Net cash provided by operating activities</b>	<b>3,197,445</b>	<b>2,009,431</b>

BOARD OF DIRECTORS  
PALMDALE WATER DISTRICT

VIA: Mr. Dennis D. LaMoreaux, General Manager

December 10, 2019

With the completion of \$2,401,800 on committed projects in 2019, we will begin the year with cash reserves of \$10.7M. The difference in operating revenue over operating expense will increase that cash balance by \$3.2M.

Considering the other sources and uses of cash, completing the carryover projects and contract commitments, we will invest \$4.95M in new capital projects and complete the commitment to Upper Amargosa Creek project. Our ending cash reserve balance would be \$7.5M as determined by the 2019 Water Rate Study if all the projects are completed in 2020.

<b>Other Sources and Uses of Cash</b>		
Assessments received	7,271,250	7,329,360
Payments for State Water Project	(3,593,204)	(4,279,042)
Capital Improvement Fees Received	75,000	755,810
Water Conservation	(236,500)	(46,386)
Proceeds on Issuance of Long-Term Debt		
Acquisition of Property, Plant & Equip. - Current Yr	(4,582,442)	(1,781,000)
Acquisition of Property, Plant & Equip. - Carry-over	(447,000)	-
Committed Contract - Upper Amargosa Creek Project	(500,000)	(620,785)
Investments in PRWA	(300,000)	(306,656)
Capital Leasing - Principal & Interest	(178,953)	(178,953)
Principal Paid on Long-Term Debt	(1,759,583)	(1,706,595)
Interest Paid on Long-Term Debt	(2,528,688)	(2,581,365)
State Grants and Other Income	150,000	35,685
Interest on Investments	150,000	368,696
<b>Net Cash Provided by Other Sources and Uses</b>	<b>(6,480,121)</b>	<b>(3,011,231)</b>
<b>Net Increase (Decrease) in Cash</b>	<b>(3,282,676)</b>	<b>(1,001,800)</b>
<b>Rate Stabilization Fund</b>	<b>-</b>	<b>-</b>
<b>Cash End of Year</b>	<b>7,500,531</b>	<b>10,783,207</b>
<b>Less Restricted Cash</b>	<b>-</b>	<b>-</b>
Acquisition of Property, Plant & Equip. - Carry-over	-	(447,000)
Committed Contract - Upper Amargosa Creek Project	-	(500,000)
<b>Available Operating Cash</b>	<b>7,500,531</b>	<b>9,836,207</b>

The budget package is presented with a “Big Picture” view beginning on page 1 with a summary revenue and expense categories and then drills down into a little more detail with page 2 showing the cash projections as discussed. Page 3 is a summary of revenue and expense and the effects on cash year end. Page 4 shows the distribution of reserves, restricted and unrestricted, based on the policy currently in place. Pages 5 – 14 show the department budgets in summary form showing personnel expense, operating expense and total departmental expense. Finally, pages 15 & 16 list the detailed projects slated for 2020 identified in the 2019 Water Rate Study.

BOARD OF DIRECTORS  
PALMDALE WATER DISTRICT  
VIA: Mr. Dennis D. LaMoreaux, General Manager

December 10, 2019

**Supporting Documents:**

- Substantive summary pages of the 2020 Budget work papers.

**PALMDALE WATER DISTRICT**  
**2020 BUDGET (16,341 Acre Foot)**

	<b>PROPOSED</b>	<b>BUDGET</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>
	<b>2020</b>	<b>2019</b>	<b>2018</b>	<b>2017</b>	<b>2016</b>	<b>2015</b>	<b>2014</b>
<b>Operating Revenue</b>							
Wholesale Water (AVEK & LCID)	295,000	295,000	496,975	438,255	231,820	142,749	218,627
Retail Water	26,122,953	24,568,500	23,538,799	22,338,081	21,582,139	19,879,631	21,647,741
Other Operating Revenue	877,625	875,000	848,304	889,106	779,854	1,267,941	1,377,953
	<u>27,295,578</u>	<u>25,738,500</u>	<u>24,884,078</u>	<u>23,665,442</u>	<u>22,593,813</u>	<u>21,290,321</u>	<u>23,244,320</u>
<b>Operating Expenses</b>							
Departmental Salaries (Includes Overtime)	8,735,500	8,263,000	8,118,393	7,398,673	7,315,814	7,149,254	6,837,471
Departmental Taxes & Program Benefits	1,063,400	1,026,250	1,072,759	738,919	735,082	708,477	646,579
Departmental Healthcare	1,305,750	1,472,400	1,444,398	1,305,755	1,388,530	1,381,278	1,379,012
Departmental CalPERS	1,585,000	1,479,750	1,463,521	1,185,559	1,622,708	1,171,573	1,228,920
Departmental Personnel Expenses	12,689,650	12,241,400	12,099,071	10,628,906	11,062,134	10,410,581	10,091,983
Departmental Operating Expenses	7,693,436	7,798,100	8,153,225	6,780,305	6,909,422	6,385,446	7,002,691
Water Purchases & Recovery (OAP Included)	2,321,476	1,905,000	1,678,589	2,166,986	1,774,364	1,047,071	1,959,115
Water Quality (GAC Media)	783,015	800,000	1,121,260	923,815	690,541	596,045	1,204,922
Plant Expenditures	610,556	212,000	589,237	287,602	453,366	898,276	753,615
<b>Cash Expenses</b>	<u>24,098,133</u>	<u>22,956,500</u>	<u>23,641,382</u>	<u>20,787,615</u>	<u>20,889,828</u>	<u>19,337,418</u>	<u>21,012,326</u>
<b>Non-Cash Expenses</b>	<u>6,335,000</u>	<u>6,350,000</u>	<u>6,510,778</u>	<u>8,055,317</u>	<u>7,014,716</u>	<u>8,965,479</u>	<u>7,651,539</u>
<b>Net Operating Income/(Loss)</b>	<u>(3,137,555)</u>	<u>(3,568,000)</u>	<u>(5,268,082)</u>	<u>(5,177,489)</u>	<u>(5,310,730)</u>	<u>(7,012,577)</u>	<u>(5,419,544)</u>
<b>Non-operating Revenues</b>	7,821,250	7,975,000	8,032,975	8,952,140	8,181,224	8,110,323	7,367,714
<b>Non-operating Expenses</b>	6,065,500	6,065,500	4,850,974	3,899,495	4,645,813	4,589,862	4,982,994
<b>Net Non-operating Income/(Loss)</b>	<u>1,755,750</u>	<u>1,909,500</u>	<u>3,182,000</u>	<u>5,052,645</u>	<u>3,535,411</u>	<u>3,520,461</u>	<u>2,384,720</u>
<b>Net Earnings(Loss)</b>	<u>(1,381,805)</u>	<u>(1,658,500)</u>	<u>(2,086,082)</u>	<u>(124,844)</u>	<u>(1,775,320)</u>	<u>(3,492,116)</u>	<u>(3,034,825)</u>

**PALMDALE WATER DISTRICT  
5-YEAR CASH FLOW (Aggregate)**

	<u>Budget 2020</u>	<u>Projected 2019</u>	<u>2018</u>	<u>Audited Numbers 2017</u>	<u>2016</u>
<b>Beginning Cash</b>	10,783,207	11,785,007	14,327,027	12,853,749	12,243,990
<b>Operating Activities</b>					
Net Operating Revenues	27,295,578	25,738,500	24,884,078	23,693,095	22,586,801
Net Operating Expenses	24,098,133	23,729,069	23,646,168	22,059,825	20,871,018
GAC- Carryover					
<b>Net cash provided by operating activities</b>	3,197,445	2,009,431	1,237,909	1,633,270	1,715,783
<b>Other Sources and Uses of Cash</b>					
Assessments received	7,271,250	7,329,360	7,247,944	7,392,110	7,358,135
Payments for State Water Project	(3,593,204)	(4,279,042)	(3,118,430)	(2,996,405)	(3,195,974)
Capital Improvement Fees Received	75,000	755,810	106,947	1,021,406	234,747
Water Conservation	(236,500)	(46,386)	-	-	-
Acquisition of Property, Plant & Equip. - Current Yr	(4,582,442)	(1,781,000)	(4,084,538)	(2,039,688)	(2,264,386)
Acquisition of Property, Plant & Equip. - Carry-over	(447,000)	-	-	-	-
Committed Contract - Upper Amargosa Creek Project	(500,000)	(620,785)	-	-	-
Investments in PRWA	(300,000)	(306,656)	(296,423)	(320,680)	(105,316)
Capital Leasing - Principal & Interest	(178,953)	(178,953)	(178,953)	(120,948)	(229,597)
Principal Paid on Long-Term Debt	(1,759,583)	(1,706,595)	(1,657,084)	(1,610,453)	(1,557,553)
Interest Paid on Long-Term Debt	(2,528,688)	(2,581,365)	(2,210,599)	(2,175,260)	(2,161,369)
State Grants and Other Income	150,000	35,685	118,891	633,872	709,802
Interest on Investments	150,000	368,696	292,316	56,054	105,487
<b>Net Cash Provided by Other Sources and Uses</b>	(6,480,121)	(3,011,231)	(3,779,930)	(159,992)	(1,106,024)
<b>Net Increase (Decrease) in Cash</b>	(3,282,676)	(1,001,800)	(2,542,020)	1,473,278	609,759
<b>Rate Stabilization Fund</b>	-	-	-	-	-
<b>Cash End of Year</b>	7,500,531	10,783,207	11,785,007	14,327,027	12,853,749
<b>Less Restricted Cash</b>	-	-	-	-	-
Acquisition of Property, Plant & Equip. - Carry-over	-	(447,000)	-	-	-
Committed Contract - Upper Amargosa Creek Project	-	(500,000)	-	-	-
<b>Available Operating Cash</b>	7,500,531	9,836,207	11,785,007	14,327,027	12,853,749
<b>Capital Funding</b>					
<b>Beginning Cash (Restricted)</b>	6,158,578	11,706,447	-		
Proceeds on Issuance of Long-Term Debt			13,547,869		
Committed Contracts on 2018 WRB Projects	(5,547,869)	(5,547,869)	(1,841,422)		
<b>Restricted Cash</b>	610,709	6,158,578	11,706,447		

**PALMDALE WATER DISTRICT  
2020 BUDGET**

**SUMMARY OF REVENUES AND EXPENDITURES - 2020 BUDGET**

**Cash Basis (16,341 Ac. Ft.)**

<b>Activity</b>	<b>Estimated Cash Revenues</b>	<b>Estimated Cash Expenditures</b>
Net Water Sales	\$ 10,323,794	
Meter Fees	14,956,694	
Elevation Fees	354,450	
Other Operating Revenue	877,625	
Water Quality Fees (Restricted Use)	783,015	
<b>(Increase)/Decrease in Cash (From Operating)</b>	<b>(3,197,445)</b>	
Directors		\$ 144,150
Administration		4,185,109
Engineering		1,635,725
Facilities		6,449,794
Operations		3,248,390
Finance		1,346,687
Water Conservation		358,682
Human Resources		492,512
Information Technology		1,229,489
Customer Care		1,292,548
Water Purchases		2,321,476
Capitalized Expenditures		610,556
Water Quality Expense (GAC)		783,015
<b>SUBTOTAL OPERATING</b>	<b>\$ 24,098,133</b>	<b>\$ 24,098,133</b>
<b>Projected Beginning Cash - 01/01/2019</b>	<b>\$ 10,783,207</b>	
Assessments received	7,271,250	
Capital Improvement Fees	75,000	
State Grants	100,000	
Interest on Investments	150,000	
Other Income	50,000	
Payments for State Water Project		3,593,204
Principal Paid on Long-Term Debt		1,759,583
Interest Paid on Long-Term Debt		2,528,688
Capital Leasing		178,953
Investments in PRWA		300,000
Water Conservation		236,500
Acquisition of Property, Plant & Equipment		5,529,442
	<b>\$ 18,429,457</b>	<b>\$ 14,126,371</b>
Projected Ending Cash - Non-Operating	4,303,086	
Rate Stabilization Fund	-	
<b>Increase/(Decrease) in Cash (From Operating)</b>	<b>3,197,445</b>	
<b>Projected Ending Cash - 12/31/2019</b>	<b>7,500,531</b>	
<b>Less Restricted Cash</b>	<b>-</b>	
<b>Available Operating Cash - 12/31/2019</b>	<b>\$ 7,500,531</b>	

**PALMDALE WATER DISTRICT**  
**2020 BUDGET - FUNDS ANALYSIS**  
**2020 Budget (Proposed)**

		2020 Budget			
Sources of Cash		Projected Balance 12/31/2019	Sources	Uses	Projected Balance 12/31/2020
Net Operating Income			\$ (3,137,555)		
Adjustment - Water Quality (GAC Media)			783,015		
Adjustment - Depreciation/Amortization Add Back			5,050,000		
Adjustment - Post-Employment Benefits (GASB 45)			1,750,000		
Adjustment - Bad Debt			35,000		
Adjustment - Service Costs Construction			100,000		
Adjustment - Capitalized Construction			(600,000)		
Net Non-Operating Income			1,755,750		
<b>Cash from Revenues above Expenses to place into funds</b>			<b>\$ 5,736,210</b>		
<b>Reserve Funds (Based on Resolution No. 13-13)</b>					
1	Capital Improvement Fund (CIF)	\$ -	\$ 75,000	\$ 75,000	\$ -
2	Bond Proceeds Fund	6,158,578	-	6,158,578	-
3	Debt Service Reserve Fund	-	-	-	-
4	Rate Stabilization Fund (Operating Cash)	250,440	104,870	-	355,310
<b>Total Legally Restricted</b>		<b>\$ 6,409,018</b>	<b>\$ 179,870</b>	<b>\$ 6,233,578</b>	<b>\$ 355,310</b>
5	Dam Self-Insurance	\$ 5,000,000	\$ -	\$ -	\$ 5,000,000
6	O&M Operating Reserve (3-Month operating exp.)	5,532,767	4,022,707	7,384,772	2,170,702
7	O&M Emergency Reserve	-	-	-	-
8	Unrestricted Reserves	-	1,613,480	1,613,480	-
<b>Total Board Restricted (Operating Cash)</b>		<b>\$ 10,532,767</b>	<b>\$ 5,636,187</b>	<b>\$ 8,998,252</b>	<b>\$ 7,170,702</b>
<b>Total Operating Cash</b>		<b>\$ 10,783,207</b>			<b>\$ 7,526,012</b>
<b>Carry-over</b>		<b>(947,000)</b>			
<b>Available Operating Cash</b>		<b>\$ 9,836,207</b>			
<b>Difference</b>			<b>(4,846.50)</b>		

**PALMDALE WATER DISTRICT  
2020 BUDGET (16,341 Acre Foot)**

**Directors**

**Budget 2019: 140,500**  
**Projected Actual 2019: 100,170**  
**Requested 2020: 144,150**

		PROPOSED	PROJECTED	BUDGET	ACTUAL	ACTUAL	ACTUAL
		2020	2019	2019	2018	2017	2016
DEPARTMENT PERSONNEL BUDGET:							
1-01-4000-000	Directors Fees	-	-	-	-	-	64,200
Benefits (Departmental)							
1-01-4005-000	Payroll Taxes	5,650	4,138	5,500	3,909	4,705	4,533
1-01-4010-000	Health Insurance	-	-	-	-	-	75,765
	Subtotal (Benefits - Departmental)	5,650	4,138	5,500	3,909	4,705	80,297
	Personnel Expenses	5,650	4,138	5,500	3,909	4,705	144,497
OPERATING EXPENSES:							
	Total Operating Expense	138,500	96,033	135,000	118,343	106,353	18,442
	Total Departmental Expenses	144,150	100,170	140,500	122,252	111,057	162,939



**PALMDALE WATER DISTRICT  
2020 BUDGET (16,341 Acre Foot)**

**Administration**

**Budget 2019: 4,286,200**  
**Projected Actual 2019: 4,119,923**  
**Requested 2020: 4,185,109**

	PROPOSED	PROJECTED	BUDGET	ACTUAL	ACTUAL	ACTUAL
	2020	2019	2019	2018	2017	2016
DEPARTMENT PERSONNEL BUDGET:						
1-02-4000-000 Salaries	1,279,750	1,305,398	1,350,000	1,162,862	1,078,885	1,059,738
1-02-4000-100 Salaries - Departmental Overtime	13,500	4,284	14,000	4,556	7,946	7,357
Subtotal (Salaries - Departmental)	1,293,250	1,309,682	1,364,000	1,167,418	1,086,831	1,067,095
Employee Benefits (Departmental)						
1-02-4005-000 Payroll Taxes	91,000	93,679	96,500	78,250	74,016	67,781
1-02-4010-000 Health Insurance	150,500	174,534	194,000	166,558	151,134	141,074
1-02-4015-000 Pers	116,750	106,703	120,000	114,537	111,903	173,459
Subtotal (Benefits - Departmental)	358,250	374,917	410,500	359,345	337,053	382,314
Employee Salaries & Benefits (District Wide)						
1-02-5070-001 Salaries - District-wide Oncall/Standby	80,000	78,375	105,000	72,726	68,836	78,783
1-02-5070-013 Salaries-Public Relations Overtime	-	-	-	-	-	-
1-02-5070-002 PERS-Unfunded Liability	764,000	699,500	699,000	571,885	472,523	405,575
1-02-5070-003 Worker's Comp	375,000	400,000	375,000	437,754	189,902	178,578
1-02-5070-004 Vacation Benefit Expense	25,000	43,437	25,000	39,573	(6,272)	12,321
1-02-5070-005 Life Insurance/EAP Program	6,500	6,472	6,500	6,344	6,312	6,379
Subtotal (Salaries/Benefits - District Wide)	1,250,500	1,227,785	1,210,500	1,128,281	731,300	681,635
Personnel Expenses	2,902,000	2,912,383	2,985,000	2,655,044	2,155,185	2,131,044
OPERATING EXPENSES:						
Total Operating Expense	404,621	387,443	345,200	341,053	335,988	277,813
Total District-wide Operating Expense	878,488	820,097	956,000	877,912	709,097	849,445
Total Departmental Expenses	4,185,109	4,119,923	4,286,200	3,874,010	3,200,269	3,258,302

**PALMDALE WATER DISTRICT**  
**FINANCE COMMITTEE - 2020 BUDGET (Departmental Overview)**

**Engineering**

**Budget 2019: 1,596,550**  
**Projected Actual 2019: 1,594,806**  
**Requested 2020: 1,635,725**

	PROPOSED	PROJECTED	BUDGET	ACTUAL	ACTUAL	ACTUAL
	2020	2019	2019	2018	2017	2016
DEPARTMENT PERSONNEL BUDGET:						
1-03-4000-000 Salaries	1,171,500	1,120,473	1,092,500	1,100,010	1,025,227	870,400
1-03-4000-100 Salaries - Departmental Overtime	12,000	34,866	11,250	45,309	12,745	10,469
Subtotal (Salaries - Departmental)	1,183,500	1,155,339	1,103,750	1,145,319	1,037,973	880,869
Employee Benefits (Departmental)						
1-03-4005-000 Payroll Taxes	88,000	87,453	82,000	85,430	77,032	65,930
1-03-4010-000 Health Insurance	196,500	199,019	211,000	206,949	181,559	152,691
1-03-4015-000 Pers	119,000	97,288	106,000	133,366	102,417	149,436
Subtotal (Benefits - Departmental)	403,500	383,759	399,000	425,745	361,008	368,057
Personnel Expenses	1,587,000	1,539,097	1,502,750	1,571,064	1,398,981	1,248,926
OPERATING EXPENSES:						
Total Operating Expense	48,725	55,709	93,800	199,528	57,136	46,919
Total Departmental Expenses	1,635,725	1,594,806	1,596,550	1,770,592	1,456,117	1,295,845

**PALMDALE WATER DISTRICT**  
**FINANCE COMMITTEE - 2020 BUDGET (Departmental Overview)**

**Facilities**

**Budget 2019: 6,598,000**  
**Projected Actual 2019: 6,272,655**  
**Requested 2020: 6,449,794**

	PROPOSED	PROJECTED	BUDGET	ACTUAL	ACTUAL	ACTUAL
	2020	2019	2019	2018	2017	2016
DEPARTMENT PERSONNEL BUDGET:						
1-04-4000-000 Salaries	2,493,500	2,198,597	2,251,500	2,136,946	2,047,671	2,019,399
1-04-4000-100 Salaries - Departmental Overtime	115,000	181,333	115,000	155,494	114,871	111,003
Subtotal (Salaries - Departmental)	2,608,500	2,379,931	2,366,500	2,292,440	2,162,542	2,130,402
Employee Benefits (Departmental)						
1-04-4005-000 Payroll Taxes	197,750	188,137	181,000	177,933	167,159	164,677
1-04-4010-000 Health Insurance	473,750	487,709	473,000	510,242	464,206	443,728
1-04-4015-000 Pers	238,500	187,476	230,500	249,995	196,596	367,342
Subtotal (Benefits - Departmental)	910,000	863,321	884,500	938,170	827,961	975,748
Personnel Expenses	3,518,500	3,243,252	3,251,000	3,230,610	2,990,504	3,106,150
OPERATING EXPENSES:						
Total Operating Expense	2,931,294	3,029,403	3,347,000	3,479,864	2,949,628	3,397,147
Total Departmental Expenses	6,449,794	6,272,655	6,598,000	6,710,475	5,940,131	6,503,297

**PALMDALE WATER DISTRICT**  
**FINANCE COMMITTEE - 2020 BUDGET (Departmental Overview)**

**Operations**

**Budget 2019: 3,012,000**  
**Projected Actual 2019: 3,322,858**  
**Requested 2020: 3,248,390**

	PROPOSED	PROJECTED	BUDGET	ACTUAL	ACTUAL	ACTUAL
	2020	2019	2019	2018	2017	2016
DEPARTMENT PERSONNEL BUDGET:						
1-05-4000-000 Salaries	1,090,000	1,024,853	1,006,500	1,154,301	953,323	988,198
1-05-4000-100 Salaries - Departmental Overtime	87,500	113,109	73,500	98,526	78,833	65,122
Subtotal (Salaries - Departmental)	1,177,500	1,137,962	1,080,000	1,252,827	1,032,157	1,053,319
Employee Benefits (Departmental)						
1-05-4005-000 Payroll Taxes	86,000	88,539	81,000	87,400	79,405	80,923
1-05-4010-000 Health Insurance	153,500	152,919	179,000	153,953	160,866	180,467
1-05-4015-000 Pers	111,250	88,526	102,000	122,221	98,359	167,291
Subtotal (Benefits - Departmental)	350,750	329,984	362,000	363,575	338,630	428,681
Personnel Expenses	1,528,250	1,467,946	1,442,000	1,616,402	1,370,787	1,482,000
OPERATING EXPENSES:						
Total Operating Expense	1,720,140	1,854,913	1,570,000	1,962,598	1,622,369	1,200,263
Total Departmental Expenses	3,248,390	3,322,858	3,012,000	3,579,000	2,993,156	2,682,263

**PALMDALE WATER DISTRICT**  
**FINANCE COMMITTEE - 2020 BUDGET (Departmental Overview)**

**Finance**

**Budget 2019: 1,289,750**  
**Projected Actual 2019: 1,253,550**  
**Requested 2020: 1,346,687**

	PROPOSED	PROJECTED	BUDGET	ACTUAL	ACTUAL	ACTUAL
	2020	2019	2019	2018	2017	2016
DEPARTMENT PERSONNEL BUDGET:						
1-06-4000-000 Salaries	742,750	684,828	711,750	687,741	670,064	669,472
1-06-4000-100 Salaries - Departmental Overtime	3,000	1,250	3,000	902	1,808	236
Subtotal (Salaries - Departmental)	745,750	686,078	714,750	688,644	671,872	669,709
Employee Benefits (Departmental)						
1-06-4005-000 Payroll Taxes	57,250	50,296	55,000	45,324	46,901	47,518
1-06-4010-000 Health Insurance	105,250	109,161	101,250	104,561	88,182	92,028
1-06-4015-000 Pers	79,000	62,087	72,500	87,867	70,754	118,395
Subtotal (Benefits - Departmental)	241,500	221,544	228,750	237,752	205,836	257,941
Personnel Expenses	987,250	907,623	943,500	926,395	877,709	927,650
OPERATING EXPENSES:						
Total Operating Expense	359,437	345,927	346,250	250,426	328,732	329,935
Total Departmental Expenses	1,346,687	1,253,550	1,289,750	1,176,821	1,206,440	1,257,585

**PALMDALE WATER DISTRICT  
FINANCE COMMITTEE - 2020 BUDGET (Departmental Overview)**

**Water Efficiency**

**Budget 2019: 374,150**  
**Projected Actual 2019: 243,986**  
**Requested 2020: 358,682**

	PROPOSED	PROJECTED	BUDGET	ACTUAL	ACTUAL	ACTUAL
	2020	2019	2019	2018	2017	2016
DEPARTMENT PERSONNEL BUDGET:						
1-07-4000-000 Salaries	152,250	156,270	156,750	151,114	142,927	118,371
1-07-4000-100 Salaries - Departmental Overtime	5,000	4,408	3,000	1,827	540	316
Subtotal (Salaries - Departmental)	157,250	160,679	159,750	152,942	143,467	118,687
Employee Benefits (Departmental)						
1-07-4005-000 Payroll Taxes	12,000	12,659	12,500	12,313	11,628	11,546
1-07-4010-000 Health Insurance	23,750	40,528	40,400	40,123	36,439	37,724
1-07-4015-000 Pers	16,750	15,104	16,000	20,972	16,189	18,245
Subtotal (Benefits - Departmental)	52,500	68,291	68,900	73,408	64,256	67,515
Personnel Expenses	209,750	228,970	228,650	226,350	207,723	186,202
OPERATING EXPENSES:						
Total Operating Expense	148,932	15,016	145,500	11,796	8,963	53,609
Total Departmental Expenses	358,682	243,986	374,150	238,146	216,687	239,810

**PALMDALE WATER DISTRICT**  
**FINANCE COMMITTEE - 2020 BUDGET (Departmental Overview)**

**Human Resources**

**Budget 2019: 437,600**  
**Projected Actual 2019: 470,194**  
**Requested 2020: 491,512**

	PROPOSED	PROJECTED	BUDGET	ACTUAL	ACTUAL	ACTUAL
	2020	2019	2019	2018	2017	2016
DEPARTMENT PERSONNEL BUDGET:						
1-08-4000-000 Salaries	238,750	232,549	222,750	207,111	133,004	115,827
1-08-4000-200 Salaries - Intern Program	-	-	-	-	6,236	33,594
Subtotal (Salaries - Departmental)	238,750	232,549	222,750	207,111	139,240	149,421
Employee Benefits (Departmental)						
1-08-4005-000 Payroll Taxes	18,500	18,391	17,000	16,221	10,749	11,490
1-08-4010-000 Health Insurance	18,500	29,124	31,750	28,463	19,570	18,080
1-08-4015-000 Pers	20,750	17,775	18,000	20,828	8,753	12,669
Subtotal (Benefits - Departmental)	57,750	65,290	66,750	65,512	39,071	42,239
Personnel Expenses	296,500	297,840	289,500	272,623	178,312	191,659
OPERATING EXPENSES:						
Total Operating Expense	195,012	172,355	148,100	236,504	140,116	199,320
Total Departmental Expenses	491,512	470,194	437,600	509,127	318,428	390,980

**PALMDALE WATER DISTRICT**  
**FINANCE COMMITTEE - 2020 BUDGET (Departmental Overview)**

**Information Technology**

**Budget 2019: 956,050**  
**Projected Actual 2019: 968,639**  
**Requested 2020: 1,229,489**

	PROPOSED	PROJECTED	BUDGET	ACTUAL	ACTUAL	ACTUAL
	2020	2019	2019	2018	2017	2016
DEPARTMENT PERSONNEL BUDGET:						
1-09-4000-000 Salaries	303,250	279,913	213,500	191,822	178,266	208,849
1-09-4000-100 Salaries - Departmental Overtime	3,000	1,000	3,000	510	981	1,761
Subtotal (Salaries - Departmental)	306,250	280,913	216,500	192,332	179,247	210,611
Employee Benefits (Departmental)						
1-09-4005-000 Payroll Taxes	26,000	20,886	17,000	13,373	12,979	14,987
1-09-4010-000 Health Insurance	34,500	28,704	24,750	26,093	27,143	33,903
1-09-4015-000 Pers	30,500	25,822	21,750	22,997	17,825	35,653
Subtotal (Benefits - Departmental)	91,000	75,412	63,500	62,464	57,947	84,542
Personnel Expenses	397,250	356,325	280,000	254,795	237,194	295,153
OPERATING EXPENSES:						
Total Operating Expense	832,239	612,314	676,050	646,600	489,605	506,978
Total Departmental Expenses	1,229,489	968,639	956,050	901,395	726,798	802,131



**PALMDALE WATER DISTRICT**  
**FINANCE COMMITTEE - 2020 BUDGET (Departmental Overview)**

**Customer Care**

**Budget 2019: 1,347,700**  
**Projected Actual 2019: 1,323,702**  
**Requested 2020: 1,292,548**

	PROPOSED	PROJECTED	BUDGET	ACTUAL	ACTUAL	ACTUAL
	2020	2019	2019	2018	2017	2016
DEPARTMENT PERSONNEL BUDGET:						
1-10-4000-000 Salaries	936,250	941,136	921,500	949,871	871,635	886,578
1-10-4000-100 Salaries - Departmental Overtime	7,500	2,688	7,500	6,146	4,872	6,142
Subtotal (Salaries - Departmental)	943,750	943,824	929,000	956,018	876,506	892,720
Employee Benefits (Departmental)						
1-10-4005-000 Payroll Taxes	74,750	69,476	72,250	68,934	64,404	68,418
1-10-4010-000 Health Insurance	149,500	191,740	217,250	207,455	176,657	213,071
1-10-4015-000 Pers	88,500	80,391	94,000	118,854	90,241	174,644
Subtotal (Benefits - Departmental)	312,750	341,607	383,500	395,243	331,302	456,134
Personnel Expenses	1,256,500	1,285,431	1,312,500	1,351,261	1,207,808	1,348,853
OPERATING EXPENSES:						
Total Operating Expense	36,048	38,271	35,200	28,602	32,319	29,551
Total Departmental Expenses	1,292,548	1,323,702	1,347,700	1,379,862	1,240,127	1,378,405

**PALMDALE WATER DISTRICT**  
**Calendar Year 2020**  
**Capital & Plant Expenditures Project Summary**

<i>Year</i>	<i>Project Budget Requests (Not Committed)</i>	<i>Priority</i>	<i>Category</i>	<i>Project Type</i>	<i>Estimation</i>
<b>Asset/Infrastructure Related Expense</b>					
<b>Pipeline Projects</b>					
2020	Pipeline Design		NCP	New Capital	100,000
2020	WELL 17 YARD PIPING		RCP	Replacement Cap.	63,000
2020	Pipeline with Velocity Deficiency (23 feet of 20" diameter 2800 Zone)		RCP	Replacement Cap.	11,246
2020	Sierra Hwy. Tie-In and Abandonment (Harold Streets)		RCP	Replacement Cap.	142,000
				<b>Subtotal:</b>	316,246
<b>Water Supply Projects</b>					
2020	Recharge Project Design (PRGRRP) (3 years)		WS	New Capital	500,000
2020	Annual Sediment Removal of 38,000 cubic yards (note potential grant cost share of \$900,000 for 20			O&M Funds	600,000
				<b>Subtotal:</b>	1,100,000
<b>Well Projects</b>					
2020	Well 23 Rehabilitation		RCP	Replacement Cap.	180,000
2020	CL2 Monitoring @ Well Sites		RCP	Regulatory	110,000
2020	Well 3 Rehabilitation		RCP	Replacement Cap.	190,000
2020	NaOCL Generator Replacement - (4 Wells) (1 each year)		RCP	Replacement Cap.	66,250
2020	Well 16 Rehabilitation		RCP	Replacement Cap.	120,000
2020	Brine Storage Tanks - Well Sites (Qty. 8) (2 each year)		RCP	Replacement Cap.	32,500
				<b>Subtotal:</b>	698,750
<b>Booster Projects</b>					
2020	Booster Building Rehab (5-years schedule)		RCP	Replacement Cap.	35,000
2020	45th St. Booster #3 Zone 3000		RCP	Replacement Cap.	25,000
2020	25th St. Booster #3		RCP	Replacement Cap.	18,000
2020	45th St. Booster #3 Zone 2800		RCP	Replacement Cap.	23,000
				<b>Subtotal:</b>	101,000
<b>Water Treatment Plant Projects</b>					
2020	Turbidimeter		RCP	Replacement Cap.	100,000
2020	AC Unit		NCP	New Capital	15,000
2020	Entry Buildings @ Filter and GAC Pipe Gallery Entrance		NCP	Safety	50,000
	Effluent Vault Stair			New Capital	
				<b>Subtotal:</b>	165,000
<b>Facility Projects</b>					
2020	Vault/Large Meter (~ 15/yr @ \$7500/setup for 5 years)		RCP	Replacement Cap.	112,500
2020	District Office - Stucco Repair & Painting		RCP	Replacement Cap.	215,000
2020	Parking Lot Resurfacing (Main Office)		RCP	Replacement Cap.	42,000
2020	Palmdale Ditch Improvements (5-years schedule)		RCP	Replacement Cap.	15,000
2020	District Office Fire System upgrade w/control panel changeout		RCP	Replacement Cap.	42,000
2020	Meter Replacement Program		RCP	Replacement Cap.	700,000
				<b>Subtotal:</b>	1,126,500

Project No.		Priority	Category	Project Type	
<b>Asset/Infrastructure Related Expense (Continued)</b>					
<b>Equipment</b>					
2020	Replacement Diaphragm Pump (4 pumps) (1/yr.)		NRE	Replacement Cap.	8,000
2020	Soft Starts (22 well & 11 booster) (5-years schedule)		RCP	Replacement Cap.	32,000
2020	Replacement Wackers - J Tamps (4-years schedule)		NRE	Replacement Equip.	4,000
2020	Truck mounted welder for truck 115		NRE	New Equipment	5,000
2020	Radio System Upgrades for District		RCP	Replacement Cap.	81,000
2020	Hydraulic Concrete Breaker w/attachment for skidsteer		NRE	New Equipment	7,000
2020	Trailer mounted vac/pressure washer		NRE	Replacement Cap.	145,000
				<b>Subtotal:</b>	282,000
<b>Vehicle Replacements</b>					
2020	V-7 Replacement		NRE	Replacement Cap.	23,000
2020	V-84 Replacement		NRE	Replacement Cap.	23,000
2020	V-82 2004 PU - Traffic Control - Overload		NRE	Replacement Cap.	55,000
2020	V-80 2003 PU			Lease	-
2020	V-99 2007 PU			Lease	-
2020	V-110 2007 PU			Lease	-
2020	V-17 1995 PU			Lease	-
2020	V-22 1996 PU			Lease	-
				<b>Subtotal:</b>	101,000
<b>Safety</b>					
2020	Emergency Supplies		NRE	New Equipment	1,500
2020	Arc Flash Study		CES	New Equipment	120,000
2020	Ergonomic Retrofit of CC workstation w/Expert Evaluation		CES		75,000
2020	Hazard Mitigation Plan		CES	New Equipment	100,000
	Little Rock Dam Stair			New Equipment	
	Reservoir Top Safety Retrofit			New Equipment	
				<b>Subtotal:</b>	296,500
<b>Information Technology</b>					
2020	Public Web Site Redesign		CES	New Equipment	75,000
2020	Intranet Redesign		CES	Replacement Equip.	50,000
2020	Human Resources Information System		CES		60,000
2020	Personnel Emergency Notification System		CES		40,000
2020	Replace EOL Oasis recorder		NRE	Replacement Equip.	25,000
2020	GIS enhancement (5-years Conversion)		CES	Replacement Equip.	75,000
				<b>Subtotal:</b>	325,000

**Total Asset/Infrastructure Project Requests** 4,511,996

Staff will provide a detailed presentation of progress to date on the construction of the Littlerock Reservoir Grade Control Structure at the meeting.

**P A L M D A L E   W A T E R   D I S T R I C T**  
**B O A R D   M E M O R A N D U M**

**DATE:** December 9, 2019 **December 16, 2019**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 8.3 – APPROVAL OF REAPPOINTMENT OF HELEN VELADOR TO PALMDALE RECYCLED WATER AUTHORITY BOARD. (NO BUDGET IMPACT – GENERAL MANAGER LaMOREAUX)***

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**Recommendation:**

Staff recommends the Board reappoint Helen Velador to the Palmdale Recycled Water Authority Board as the fifth Board member.

**Background:**

The Palmdale Recycled Water Authority was formed by the Palmdale Water District and the City of Palmdale via the "Joint Exercise of Powers Agreement Creating the Palmdale Recycled Water Authority" in September 2012. That Agreement provides for the joint appointment by those two entities of a fifth Director in addition to two Directors from each of their respective Boards. All Authority Directors are appointed to serve one-year terms that may be renewed annually.

Helen Velador has served as the fifth Director of the Palmdale Recycled Water Authority since 2013. The Palmdale City Council approved her reappointment at their December 3, 2019 City Council meeting.

**Strategic Plan Initiative/Mission Statement:**

This work is part of Strategic Initiative No. 5 – Regional Leadership.  
This item directly relates to the District's Mission Statement.

**Budget:**

This item will not affect the budget.

**Supporting Documents:**

None.

**P A L M D A L E   W A T E R   D I S T R I C T**  
**B O A R D   M E M O R A N D U M**

**DATE:** December 9, 2019 **December 16, 2019**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Mr. Chris Bligh, Facilities Manager  
**VIA:** Mr. Adam Ly, Assistant General Manager  
Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 8.4 – APPROVAL ON DECLARING DISTRICT VEHICLES AS SURPLUS AND OFFERING SAME FOR SALE AND/OR LEASE RETURNS. (POTENTIAL REVENUE – BUDGETED – FACILITIES MANAGER BLIGH/RESOURCE AND FACILITIES COMMITTEE)***

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**Recommendation:**

Staff and the Resource and Facilities Committee recommend the Board approve the surplus and either sale or lease return of several District vehicles.

**Alternative Options:**

The Board can choose to not surplus these vehicles.

**Impact of Taking No Action:**

The District would keep inefficient vehicles in their fleet.

**Background:**

The following vehicle is recommended for surplus and auction:

- Truck V-04: 1991 Ford F800 Dump Truck

The following vehicles are recommended for surplus and lease return:

- Truck V-007: 2002 Ford F-150 Pickup Truck
- Truck V-017: 1995 Ford SD Utility Truck
- Truck V-022: 1996 Ford F-150 Pickup Truck
- Truck V-035: 2002 Ford F-150 Pickup Truck
- Truck V-084: 2004 Chevy 1500 Pickup Truck
- Truck V-099: 2007 Chevy 1500 Pickup Truck
- Truck V-110: 2007 Chevy Colorado Pickup Truck
- Truck V-113: 2008 Ford F-150 Pickup Truck

**Strategic Plan Element:**

This work is part of Strategic Element 3 – Systems Efficiency.  
This item directly relates to the District’s Mission Statement.

**Budget:**

The impact to the Budget will be positive depending on the sale/lease return of the vehicles.

**P A L M D A L E   W A T E R   D I S T R I C T**  
**B O A R D   M E M O R A N D U M**

**DATE:** December 10, 2019 **December 16, 2019**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Scott Rogers, Engineering/Grant Manager  
**VIA:** Mr. Adam Ly, Assistant General Manager  
Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 8.5 – RATIFICATION OF AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF PALMDALE FOR DEFERMENT OF CAPITAL IMPROVEMENT FEES FOR HOUSING DEVELOPMENT TRACT NO. 73740, W.S.M. NO. 50-48, HOMES FOR FAMILIES VETERAN HOUSING PROJECT. (DEFERRED INCOME – \$432,288.00 – ENGINEERING/GRA NT MANAGER ROGERS)***

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**Recommendation:**

Staff recommends the Board ratify the Agreement with the Housing Authority of the City of Palmdale for Deferment of Capital Improvement Fees for Housing Development Tract No. 73740, W.S.M. No. 50-48, Homes for Families Veteran Housing Project.

**Alternative Options:**

There are no alternative options.

**Impact of Taking No Action:**

Staff has authorized the Agreement, and ratification from the Board of Directors is required.

**Background:**

Homes for Families is constructing a multi-family Veterans Housing Project at Division Street and Taintor Avenue. The District issued a letter to Homes for Families on November 19, 2019 outlining the District's Capital Improvement Fees and other fees required for this development. Homes for Families has requested a deferral of these fees due to Cal Vet funding requirements. The Housing Authority for the City of Palmdale has an Affordable Housing Agreement with Homes for Families for this project and has committed to holding funds to guarantee payment of the District's fees once Cal Vet funding is received.

BOARD OF DIRECTORS  
PALMDALE WATER DISTRICT

VIA: Mr. Adam Ly, Assistant General Manager  
Mr. Dennis D. LaMoreaux, General Manager

December 10, 2019

District staff submitted a Letter Agreement to the Housing Authority for the City of Palmdale documenting the deferral of fees, the payment of one-third of the Capital Improvement Fees, and the guaranteed payment of the remaining Capital Improvement Fees.

The signed Letter Agreement and supporting documents are attached.

**Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 5 – Regional Leadership.  
This item directly relates to the District’s Mission Statement.

**Budget:**

This item results in the deferral of the receipt of Capital Improvement Fees.

**Supporting Documents:**

- Signed Letter Agreement and supporting documents.





**PALMDALE WATER DISTRICT**  
A CENTURY OF SERVICE

**RECEIVED**

DEC 10 2019

A6878  
Page 1 of 9

**BOARD OF DIRECTORS**

**ROBERT E. ALVARADO**  
Division 1

**DON WILSON**  
Division 2

**GLORIA DIZMANG**  
Division 3

**KATHY MAC LAREN**  
Division 4

**VINCENT DINO**  
Division 5

November 27, 2019

Mr. James Purtee, Executive Director  
Housing Authority of the City of Palmdale  
38250 Sierra Highway  
Palmdale, CA 93550-4798

**RE: WATER SYSTEM CAPITAL IMPROVEMENT FEE  
DEFERRAL – TRACT 73740 WSM NO. 50-48  
HOMES4FAMILIES**

Dear Mr. Purtee:

Thank you for the letter and attachments dated November 25, 2019, copy enclosed, regarding the above-referenced Tract. The letter accurately describes our meeting on November 20, 2019. The meeting also included representatives from the Tract's developer Homes4Families. The District acknowledges and agrees to the following:

- 1) The total Capital Improvement Fee for the Tract is \$648,432;
- 2) Approved water system improvement plans and full payment of Capital Improvement Fee is required before water system improvement construction can begin;
- 3) The water system improvement plans are progressing through plan check and are expected to be approvable shortly;
- 4) Homes4Families cannot make a full payment of the Capital Improvement Fee prior to construction of the water system improvements due to phased funding;
- 5) Homes4Families committed to pay one third, \$216,144, of the Capital Improvement Fee;
- 6) The Housing Authority of the City of Palmdale (Authority) has a total, approved loan for the Tract of \$2,800,000;



**DENNIS D. LaMOREAUX**  
General Manager

**ALESHIRE & WYNDER LLP**  
Attorneys

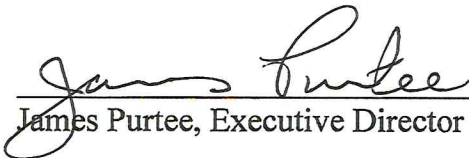
Mr. James Purtee, Executive Director  
Housing Authority of the City of Palmdale

-2-

November 27, 2019

- 7) The Authority is able to hold the remaining Capital Improvement Fee of \$432,288 for the District as a guarantee for Homes4Families' payment of the \$432,288;
- 8) The District will allow construction of the water system improvements to begin with the payment of \$216,144 of Capital Improvement Fees from Homes4Families, payment of all other outstanding non-Capital Improvement Fee charges, and approved water system improvement plans for the Tract;
- 9) Homes4Families shall pay the remaining \$432,288 of Capital Improvement Fees to the District upon receipt of their CalVet progress funding for the first phase of foundation construction. If Homes4Families does not pay the foregoing amount upon receipt of progress funding, the Authority shall pay the foregoing amount to the District.

Please acknowledge the forgoing is accurate and acceptable to the Authority, as authorized by Section 12 of Resolution No. HA 2017-002, by signing below and returning a copy of the signed letter.

  
James Purtee, Executive Director

12/9/2019  
Date


Very truly yours,

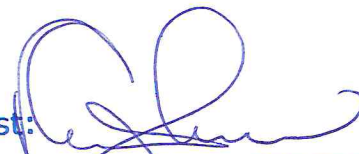
  
DENNIS D. LaMOREAUX, General Manager

DDL/dd

cc: Hunt Braley, Homes4Families  
Bridget Mills, Homes4Families  
Michael Miller, Authority  
Adam Ly, PWD Assistant General Manager  
Scott Rogers, PWD Engineering Manager  
Chris Vidal, PWD Engineering Technician  
PWD Board of Directors

APPROVED AS TO FORM

BY   
Wm. Matthew Ditzhazy  
Palmdale City Attorney

Attest:   
Rebecca J. Smith  
City Clerk





# PALMDALE

*a place to call home*

November 25, 2019

**HOUSING  
AUTHORITY  
OF THE  
CITY OF PALMDALE**

STEVEN D. HOFBAUER  
*Chair*

AUSTIN BISHOP  
*Vice Chair*

LAURA BETTENCOURT  
*Commissioner*

JUAN CARRILLO  
*Commissioner*

RICHARD J. LOA  
*Commissioner*

THOMAS "BOB" BROWN  
*Commissioner*

CHRISTINA FRAGA-SAENZ  
*Commissioner*

Dennis LaMoreaux  
Palmdale Water District  
2029 East Avenue Q  
Palmdale, CA 93550

Re: Water System Capital Improvement Fees – Housing Development  
Tract 73740 W.S. M. No. 50-48 Homes For Families

Mr. LaMoreaux,

This letter is regarding the Homes For Families Veteran Housing Project (Project) located at Division Street and Taintor Avenue. It is our understanding from our meeting on November 20, 2019 with Palmdale Water District (PWD) and Homes for Families that the Project's Capital Improvement Fees for Domestic and Irrigation Water Supply and Infrastructure totaling \$648,432 must be addressed prior to release by PWD for permits to build the water system and the housing units.

Homes for Families has requested a deferral of these fees, as their next progress payment of Cal Vet funding is based on completion of the first phase of foundation pads. The ability to secure the Fire Department's permit releases to construct these pads is dependent on the completion of the construction of the water system and hydrants. Homes for Families has committed to remitting one third of the fees of \$216,144.

The Housing Authority of the City of Palmdale (Authority) has an Affordable Housing Agreement (A-5078) with Homes for Families for the development of the Project. The agreement includes an approved Authority loan of \$2,850,000. To secure the deferral of fees, the Authority commits to holding \$432,288 of the Project loan to guarantee the balance of the PWD fees will be paid by Homes for Families when their Cal Vet progress funding is received for the first phase of foundation pads.

The Palmdale Water District's consideration of the deferral of the balance of the funds based on the Authority's guarantee is appreciated as we work together to build an affordable Veteran housing community in the City of

38250 Sierra Highway

Palmdale, CA 93550-4798

Tel: 661/267-5125

Fax: 661/267-5155

TDD: 661/267-5167

*Auxiliary aids provided for*

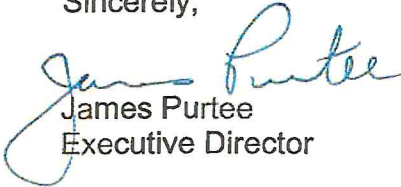
*communication accessibility*

*upon 72 hours notice and request.*

Dennis LaMoreaux, Palmdale Water District  
Subject: Homes for Families Project Fees  
November 25, 2019  
Page 2

Palmdale. If you have any questions, please contact Sophia Reyes,  
Housing Manager at (661)267-5126.

Sincerely,



James Purtee  
Executive Director

Enclosures:

1. PWD letter regarding Fees
2. Authority Resolution HA 2017-002

C: Christopher Vidal, PWD  
Hunt Braley, Homes for Families  
Michael Miller, Authority



**PALMDALE WATER DISTRICT**  
A CENTURY OF SERVICE

**BOARD OF DIRECTORS**

**ROBERT E. ALVARADO**  
Division 1

**DON WILSON**  
Division 2

**GLORIA DIZMANG**  
Division 3

**KATHY MAC LAREN**  
Division 4

**VINCENT DINO**  
Division 5

November 19, 2019

Homes 4 Families c/o LDDC  
ATTN: Kevin Richer  
2313 East Philadelphia St., Ste. F  
Ontario, CA 91761

**RE: WATER SYSTEM IMPROVEMENT PLANS  
PROPOSED MULTI-FAMILY VETERANS  
HOUSING DEVELOPMENT - TRACT 73740  
W.S.M. NO. 50-48**

**DENNIS D. LaMOREAUX**  
General Manager

**ALESHIRE & WYNDER LLP**  
Attorneys

Dear Mr. Richer:

Enclosed are comments and corrections for the above-mentioned project. When all corrections have been made you may submit one set of electronic copies for further review and. Current costs for this project are as follows:



• **Capital Improvement Fee – Water Supply & Infrastructure (Domestic)**

Based on the quantity of half the number of total dwelling units:  
 $56 \text{ MFU} * 0.5 = 28 \text{ EDU}$

$$\text{CIF} = 28 \text{ EDU} * \$18,012.00 = \$ 504,336.00$$

• **Capital Improvement Fee – Water Supply & Infrastructure (Irrigation)**

Based on the quantity and equivalent units:

$$(1.5/.75)^2 * 2 = 8 \text{ EDU}$$

$$\text{CIF} = 8 \text{ EDU} * \$18,012.00 = \$ 144,096.00$$

Mr. Kevin Richer

2

November 19, 2019

- **Capital Improvement Fee – Fire Impact**  
Based on Public and Private Fire Flow Requirements of  
875 gpm for 1 hr

$$\left[ \frac{(875)(1) + (875)(1)}{(1250)(2)} \right] (\$9,816.00)$$

$$\text{CIF} = 0.7 \text{ EDU} * \$9,816.00 = \$6,871.20 \text{ (PAID)}$$

- **Capital Improvement Fee – Totals**  
RR  
CIF = (Domestic) – Water Supply & Infrastructure \$ 504,336.00  
CIF = (Irrigation) – Water Supply & Infrastructure \$ 144,096.00  
CIF Total: (SEPARATE CHECK) \$ 648,432.00

- Assessment Parity Charge \$ 7,917.58  
(Based on 9.86 gross acres  
@ \$803 per gross acre)
- Plan Check Deposit: \$ 3,000.00 (PAID)
- Inspection Deposit: \$ 15,000.00

Please feel free to contact me at (661) 456-1023 if you have any questions.

Very truly yours,



CHRISTOPHER M. VIDAL,  
Engineering Technician II,

CMV/cmv



HOUSING AUTHORITY  
CITY OF PALMDALE, CALIFORNIA

RESOLUTION NO. HA 2017 -002

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF PALMDALE APPROVING AN AFFORDABLE HOUSING AGREEMENT WITH HABITAT FOR HOUSING SAN FERNANDO/SANTA CLARITA VALLEYS, INC. AND AUTHORIZING ITS IMPLEMENTATION

Section 1. The Housing Authority of the City of Palmdale (the "Housing Authority") has undertaken the planning and implementation of certain proposed activities throughout the City of Palmdale, including outside of redevelopment project areas. One such planned project is the Habitat for Heroes development, which will be comprised of low income, veteran-owned, single-family housing and related public open space and infrastructure in an area bounded generally by single family housing to the north, vacant land to the east, vacant land to the south, and Division Street to the west (the "Habitat Project").

Section 2. On March 1, 2017, the City Council of the City of Palmdale, following a duly noticed public hearing, adopted Ordinance 1491, making certain findings and adopting the Mitigated Negative Declaration and Mitigation Monitoring program prepared for the Habitat Project, consisting of a portion of APN 3009-001-900. The Housing Authority has considered the Mitigated Negative Declaration and Mitigation Monitoring program as included in the agenda packet for the March 1, 2017 City Council meeting, and finds that the Mitigated Negative Declaration was prepared in compliance with the California Environmental Quality Act, has been reviewed and considered by the Housing Authority, and reflects the independent judgment of the Housing Authority, and based on the Initial Study included in Site Plan Review 15-007 by the City of Palmdale Planning Commission and the entire record of proceedings, there is no substantial evidence that the proposed project will have a significant effect on the environment after the implementation of mitigation measures proposed for the Habitat Project.

Section 3. To implement the Habitat Project, the Housing Authority wishes to enter into an Affordable Housing Agreement with Habitat for Humanity of the San Fernando/Santa Clarita Valleys, Inc. (the "Developer"), which establishes the terms and conditions by which the Housing Authority will sell to the Developer certain real property referred to in the Affordable Housing Agreement and hereinafter as the "Property" and by which the Developer will construct fifty-six (56) units of single family housing to be owned by veterans who are also low-income households for not less than forty-five (45) years. The Property is currently owned by the City of Palmdale and will be acquired by the Housing Authority, as per Cooperation Agreement A-4847, and transferred to the Developer.

Resolution No. HA 2017-002

Page 2

Section 4. The Community Redevelopment Law of the State of California [Health & Safety Code §§33000, et seq.] (the "Redevelopment Law") requires the Housing Authority to use Housing Asset Funds to increase, improve or preserve affordable housing for persons and families of low and moderate income in the City of Palmdale.

Section 5. The Developer proposes to finance the Project by a combination of a senior loan from the California Department of Veteran Affairs ("Cal-Vet"), a loan from the Housing Authority of Housing Asset Funds, foundation grants received by the Developer, and funds from the Developer's fundraising.

Section 6. The Developer's acquisition and use of the Property pursuant to the Affordable Housing Agreement, and the fulfillment generally of the Affordable Housing Agreement are in the vital and best interests of the City of Palmdale and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

Section 7. California Health and Safety Code Section 33433 also requires the Housing Authority, as housing successor to the former City of Palmdale Redevelopment Agency, to make available for public inspection a summary report (the "Summary Report") describing the cost of sale to the Housing Authority, the estimated value of the interest to be sold determined at highest and best use, the conditions, covenants, and development costs required by the sale, and an explanation of why the sale of the Property to the Developer will assist in the elimination of blight or provide housing for low- or moderate-income persons.

Section 8. The proposed sale and the Summary Report having been made available for public inspection, a duly noticed public hearing having been held by the City Council of the City of Palmdale, and the City Council of the City of Palmdale having made certain findings and having approved the sale of the Property to the Developer as required by Section 33433 of the Redevelopment Law, the Housing Authority hereby approves the sale of the Property to the Developer, subject to and conditioned upon the terms of the Affordable Housing Agreement.

Section 9. The Developer has submitted to the Housing Authority copies of the proposed Affordable Housing Agreement in a form desired by the Developer.

Section 10. The Housing Authority has duly considered the terms and conditions of the proposed transaction and all comments received at the public hearing, and determines that the proposed Affordable Housing Agreement is in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law and requirements.

Section 11. The Housing Authority hereby approves the proposed Affordable Housing Agreement in substantially the form presented at this meeting, with such minor changes as may be approved by the Executive Director of the Housing Authority with approval as to form by Authority Legal Counsel.



Resolution No. HA 2017-002  
Page 3

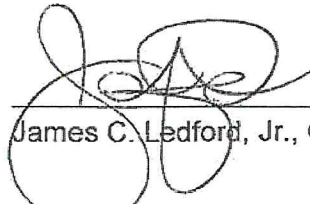
Section 12. The Housing Authority hereby authorizes its Executive Director to execute the Affordable Housing Agreement and to execute all documents and take all actions necessary and convenient to carry out and implement the Affordable Housing Agreement and to administer the Housing Authority's obligations, responsibilities and duties to be performed thereunder.

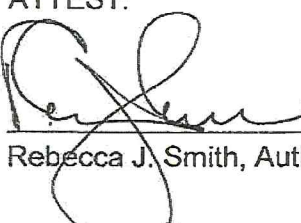
PASSED, APPROVED and ADOPTED this 4th day of April, 2017 by the following vote:

AYES: Ledford, Hofbauer, Bettencourt, Carrillo, Bishop

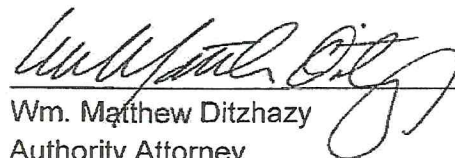
NOES: None

ABSTAIN: None ABSENT: Brown

  
James C. Ledford, Jr., Chair

ATTEST:  
  
Rebecca J. Smith, Authority Secretary

APPROVED AS TO FORM:

  
Wm. Matthew Ditzhazy  
Authority Attorney

**P A L M D A L E   W A T E R   D I S T R I C T**  
**B O A R D   M E M O R A N D U M**

**DATE:** December 10, 2019 **December 16, 2019**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 9.1 – CONSIDERATION AND POSSIBLE ACTION ON COMMUNITY WORKFORCE AGREEMENT BY AND BETWEEN THE PALMDALE WATER DISTRICT AND LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL AND THE SIGNATORY CRAFT COUNCILS AND UNIONS. (NO BUDGET IMPACT – CHRIS HANNAN, BUILDING & TRADES/GENERAL MANAGER LaMOREAUX/PERSONNEL COMMITTEE)***

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**Recommendation:**

Staff recommends the Board approve a Community Workforce Agreement By and Between the Palmdale Water District and Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions. This item has been reviewed with the Personnel Committee.

**Alternative Options:**

The Board can choose to not approve the Community Workforce Agreement.

**Impact of Taking No Action:**

No Community Workforce Agreement will be in force.

**Background:**

On September 10, 2014, the Board of Directors approved a Project Labor Agreement with the Building & Trades, which expired November 4, 2019. Staff has been in negotiations with the Building & Trades to renew this Agreement, which is now referred to as a Community Workforce Agreement. The proposed Community Workforce Agreement, which has been reviewed by General Counsel, is attached, and a fully signed copy of the Agreement is anticipated by the time of the Regular Board Meeting.

**Strategic Initiative:**

This work is part of Strategic Initiative No. 5 – Regional Leadership.

**Supporting Documents:**

- Community Workforce Agreement By and Between the Palmdale Water District and Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions.

COMMUNITY WORKFORCE AGREEMENT  
BY AND BETWEEN  
THE PALMDALE WATER DISTRICT  
AND  
LOS ANGELES/ORANGE COUNTIES  
BUILDING AND CONSTRUCTION TRADES COUNCIL  
AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

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PALMDALE WATER DISTRICT  
COMMUNITY WORKFORCE AGREEMENT  
FOR NEW CONSTRUCTION AND MODERNIZATION

This Community Workforce Agreement (“Agreement”) is entered into by and between the Board of Directors of the Palmdale Water District, and its successors or assigns, (“District”), the Los Angeles/Orange Counties Building and Construction Trades Council (“Council”), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the “Union” or “Unions”). This Agreement establishes the labor relations Policies and Procedures for the District and for the craft employees represented by the Unions engaged in the District’s Improvement Projects as more fully described below. The District, Council and Unions are hereinafter referred to herein, as the context may require, as “Party” or “Parties.”

It is understood by the Parties to this Agreement that if this Agreement is acceptable to the District, it will become the policy of the District, to the extent permitted by law as noted in Section 2.7 hereinafter, for the Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as “Attachment A”), and to require each of its subcontractors, of whatever tier, to become bound. The District shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the District.

It is further understood that the District shall actively administer and enforce the obligations of this Agreement, again to the extent permitted by law as noted in Section 2.7 hereinafter, to ensure that the benefits envisioned from it flow to all signatory Parties, the Contractors and crafts persons working under it, and the residents and rate payers of the District. The District shall therefore designate a “Community Workforce Coordinator,” either from its own staff or an independent contractor acting on behalf of the District, to monitor compliance with this Agreement; assist, as the authorized representative of the District, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer this Agreement. For such purposes, each Contractor recognizes the Community Workforce Coordinator, its successors or assigns, as its agent; and together with District and the Unions, the Community Workforce Coordinator shall be considered a “negotiating party” of this Agreement.

**ARTICLE I**  
**DEFINITIONS**

Section 1.1     "Agreement" means this Community Workforce Agreement.

Section 1.2     "Apprentice" means those employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.3     "Construction Contract" and "Construction Contracts" means any contract entered into by the as defined by Section 2.2.

Section 1.4 "Contractor" means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the District or any of its contractors or any of the District's or contractor's subcontractors of any tier, with respect to the construction of any part of a Project under contract terms and conditions approved by the District and which incorporate this Agreement.

Section 1.5 "District" means the PALMDALE WATER DISTRICT.

Section 1.6 "Joint Labor/Management Apprenticeship Program" as used in this Agreement means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.7 "Letter of Assent" means the document that each Contractor (of any tier) must sign and submit to the District before beginning any Project Work, which formally binds such Contractor(s) to adherence to all the forms, requirements and conditions of this Agreement in the form attached hereto as Attachment A.

Section 1.8 "Project" or "District Project" means the construction work to be performed on District property or within easements secured by the District consisting of the construction of public works, pursuant to a Construction Contract entered into by the District, as more fully described in Article 2, below.

Section 1.9 "Schedule A Agreements" as used in this Agreement means the local Master Labor Agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

Section 1.10 "Subscription Agreement" means the contract between a Contractor and a Union's Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of Schedule A.

Section 1.11 The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only and carry no legal significance.

## ARTICLE 2 SCOPE OF THE AGREEMENT

Section 2.1 General This Agreement shall apply and is limited to all of the District's Project Work, as specified in Section 2.2 of this Article, performed by those Contractor(s) of whatever tier that have contracts awarded for such work, for the development of the District's facilities which, jointly, constitute the Project, and have been designated by the District for construction or rehabilitation.

Section 2.2 Specific The work covered by this Agreement is defined and limited to:

(a) All construction and rehabilitation work pursuant to prime multi-trade contracts that exceed \$250,000.00; and

(b) All prime specialty contracts that exceed \$100,000.00, and all subcontracts arising from these prime contracts;

(c) Work that is awarded during the effective date of this Agreement.

**Section 2.3 Bundling of Contracts** The Parties understand that, to the maximum extent feasible, and consistent with goals of the District to (i) utilize this Agreement as the labor relations policy for its construction and rehabilitation program and (ii) fully utilize the services of local small business enterprises for such construction and rehabilitation work:

(a) The District, in its sole discretion, with the advice of the Community Workforce Coordinator, may seek to group (or “bundle”) for bidding, contracts not meeting the thresholds of Section 2.2 (a) or (b) above. (Small contracts for like types of work, scheduled to be undertaken at the same facility or on the same project site, and within the same timeframe, will be considered for such bundling, consistent with economies of scale, and the purposes of this Agreement); and

(b) Project Work will not be split, divided or otherwise separated for contract award purposes to avoid application of this Agreement.

**Section 2.4** The Parties agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis. This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

**Section 2.5 Exclusions** Items specifically excluded from the Scope of this Agreement include the following:

(a) Work of non-manual employees, including but not limited to: superintendents; construction inspectors; teachers; supervisors; staff engineers; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, administrative, supervisory and management employees;

(b) Equipment and machinery owned or controlled and operated by the District;

(c) All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of materials or goods between locations on a Project site are within the scope of this Agreement;

(d) All employees of the District, Community Workforce Coordinator, design teams (including, but not limited to architects engineers and master planners), or any other consultants for the District (including, but not limited to, project managers and construction managers and

their employees were not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under the CWA. (This inclusion applies to the scope of work defined in the State of California Wage Determination for said Craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the Wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement of a construction contract shall be bound to all applicable requirements of the CWA.) Covered Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

(e) Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by the District or its Contractors (for work for which is not within the scope of this Agreement);

(f) Maintenance of leased equipment and on-site supervision of such work;

(g) It is recognized that certain materials, equipment and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment and systems without incident;

(h) Non-construction support services contracted by the District, Community Workforce Coordinator, or Contractor in connection with this Project;

(i) Laboratory work for testing.

## Section 2.6 Awarding of Contracts

(a) The District and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is willing, ready and able to execute and comply with this Community Workforce Agreement should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Community Workforce Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing



in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the Community Workforce Coordinator and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

(c) The District agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the District shall retain the absolute right to select the lowest responsive and responsible bidder for the award of contracts on all projects.

#### Section 2.7 Coverage Exception

(a) This Agreement shall not apply if the District receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the District not require, bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations or enter into an agreement that contains any of the terms set forth herein. The District agrees that it will use its best commercially reasonable efforts to establish the enforcement of this Agreement with any governmental agency or granting authority where permitted by law.

(b) Should District partner with another public agency wherein District and such other public agency jointly fund or construct a Project which would otherwise be considered a "Covered Project" under the terms of this Agreement, the Unions agree to meet and discuss the application of the terms and conditions of this Agreement to such other Project with such other public agency. In the event the public agency partner does not agree to be bound by the terms of this Agreement, the said project shall be exempt from this Agreement.

#### Section 2.8 Schedule A's

(a) The provisions of this Agreement, including the Schedule A's, (which are the local Master Labor Agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the

provisions of this Agreement shall apply. Where a subject is covered by a provision of a Schedule A and not covered by this Agreement, the provisions of the Schedule A shall prevail. Any dispute as to the applicable source between this Agreement and any Schedule A for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

(b) It is understood that this Agreement, together with the referenced Schedule A's, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Community Workforce Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Participation Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the documents described herein, with the appropriate Craft Union prior to the subcontractor beginning work on covered Projects.

**Section 2.9 Workers' Compensation Carve-out** The Parties recognize the potential which the Project Work may provide for the implementation of a cost effective workers' compensation system, as permitted by revised California Labor Code Section 3201.5, and it is understood that the District is in an ongoing review of the value of such a program. Should the District request, the Union parties agree to meet and negotiate in good faith with representatives of the District for the development, and subsequent implementation, of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the California Labor Code.

**Section 2.10 Binding Signatories Only** This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

**Section 2.11 Other District Work** This Agreement shall be limited to the construction work within the Scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 2.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by district Employees or contracted for by the District for its own account, on its property or in and around a Project site.

**Section 2.12 Separate Liability** It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the District or Community Workforce Coordinator and/or any Contractor.

Section 2.13 Completed Project Work As areas of covered work are accepted by the District, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the District or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the District.

### ARTICLE 3 UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition The Contractor recognizes the Council and the signatory local Unions as the exclusive bargaining representative for the employees engaged in Project Work. Contractors further recognize that the Unions shall be the primary source of all craft labor employed on District Projects. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined below.

Section 3.2 Contractor Selection of Employees The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 3.3 and Section 4.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Section 6.6; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

#### Section 3.3 Referral Procedures

(a) For signatory Unions now having a job referral system contained in a Schedule A, the Contractor agrees to comply with such system, and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the District to encourage employment of District residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The local Unions will work with their affiliated regional and national unions, and jointly with the Community Workforce Coordinator and others designated by the District, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the District, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the District.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on a covered Project to any other Contractor.

**Section 3.4 Non-Discrimination in Referral, Employment, and Contracting** The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status or disability. Further, it is recognized that the District has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere with local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the District's policies and commitment to its goals for the significant utilization of local small businesses as direct Contractors or suppliers for Project Work.

**Section 3.5 Employment of District Residents**

(a) The Unions and Employers agree that, to the maximum extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft "Local Residents" as defined herein, to fulfill the requirements of the Employers. In recognition of the fact that the District and the communities surrounding Project Work will be impacted by the construction of the Project, the parties agree to support the hiring of workers from the residents of these surrounding areas. Towards that end, the Unions agree that they will exert their best efforts to encourage and provide referrals and utilization of qualified individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing in those first tier zip codes which overlap the District service area, as attached hereto. If the Unions cannot provide the Employers in the attainment of a sufficient number of Local Residents from within the first tier zip codes, the Unions will exert their best efforts to then recruit and identify for referral Local Residents residing within the greater Antelope Valley area, as reflected on the attached list of zip codes. If the Unions still have not provided the Employers in the attainment of a sufficient number of Local Residents, the Unions will then exert their best efforts to recruit and identify for referral Local Residents residing within certain surrounding area zip codes, as reflected on the attached list of zip codes, as well as the remainder of the County of Los Angeles.

(b) A goal of 30% of all of the labor and craft positions shall be from workers described in (a) above. In addition, a goal of 10 % of all of the labor and craft positions shall be from disadvantaged workers and/or veterans residing within the tier 1 and tier 2 zip codes, as reflected on the attached list of zip codes.

(c) The Community Workforce Coordinator will coordinate with the Unions to ensure disadvantaged workers and veterans are referred to the Unions from community-based job placement organizations. The community-based job placement organizations shall pre-screen any applicant prior to referral to the Unions. Drug screening will be a prerequisite to employment. The following criteria will be used to identify disadvantaged workers:

- Gross Household income below 50% of the Los Angeles County median
- Homeless;
- Welfare recipient;
- History of involvement with the penal system;
- Unemployed; and
- Single parent.

For the applicant to qualify under this program, the community-based job placement organizations shall verify the presence of a minimum of two of the above criteria for those applicants referred to the Unions.

(d) The Community Workforce Coordinator shall work with the Unions and Contractors in the administration of this local residency and disadvantaged worker preference; and the Contractors and Unions shall cooperate by maintaining adequate records to demonstrate to the Community Workforce Coordinator that such preferences have been pursued.

Section 3.6 To facilitate the dispatch of local residents, disadvantaged workers and veterans, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Covered Project, a sample of which is attached as Attachment C. When local residents, disadvantaged workers and veterans are requested by the Employers, the Unions will refer such workers regardless of their place in the Union's hiring halls' list and normal referral procedures.

Section 3.7 Helmets to Hardhats The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement the term "Eligible Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified District resident to provide the Unions with proof of his/her status as an Eligible Veteran.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

### Section 3.8 Core Employees

(a) Except as otherwise provided in separate collective bargaining agreement(s) to which the Contractor is signatory, Contractors may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the

affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision applies only to employees not currently working under a current Schedule A Agreement and is not intended to limit the transfer provisions of the Schedule A Agreement of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

(b) The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who possess any license required by state or federal law for the Project Work to be performed; and who have the ability to safely perform the basic functions of the applicable trade.

(c) Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the Community Workforce Coordinator and the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address and such other documentation) evidencing the core employee's qualification as a core employee to the Community Workforce Coordinator and the Council.

(d) The provisions of this Section 3.8 shall only apply to employees who are not working under the terms of a Schedule A Agreement at the time of their transfer to work covered under this Agreement and is not intended to limit the transfer provisions of the Schedule A Agreements of any of the Unions signatory hereto.

**Section 3.9 Time for Referral** If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services, and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any.

**Section 3.10 Lack of Referral Procedure** If a signatory local Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

**Section 3.11 Union Membership** No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this Agreement. All employees shall, however, be required to comply with the Union security

provisions of the applicable Schedule A for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of the applicable monthly and working dues only, as uniformly required of all craft employees while working on the Project and represented by the applicable signatory Union.

Section 3.12 Individual Seniority Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's Schedule A as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.13 Foremen The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

#### ARTICLE 4 UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

#### Section 4.2 Stewards

(a) Each signatory local Union shall have the right to dispatch a working journeyman as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge The relevant Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of

disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Schedule A, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice have been given.

Section 4.4 Employees on Non-Project Work On work where the personnel of the District may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the District personnel, or with personnel employed by the any other employer not a Party to this Agreement.

## ARTICLE 5 WAGES AND BENEFITS

Section 5.1 Wages All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. This Agreement does not relieve Contractors from any independent contractual or other obligation they may have to pay wages in excess of the prevailing wage rate as required.

### Section 5.2 Benefits

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate Schedule A and make all employee-authorized deductions in the amounts designated in the appropriate Schedule A, however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding Section 2.8(a), Contractors directly signatory to one or more of the Schedule A Agreements are required to make all contributions set forth in those Schedule A Agreements without reference to the foregoing. Bona fide jointly-trusted benefit plans or authorized employee deduction programs established or negotiated under the applicable Schedule A or by the Parties to this Agreement during the life of this Agreement may be added.

(b) The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor and subcontractor is required to certify to the Community Workforce Coordinator that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Community Workforce Coordinator, the Community Workforce Coordinator shall work with any prime Contractor or subcontractor who is delinquent in



payments to assure that proper benefit contributions are made, to the extent of requesting the District or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws The Parties agree that the Community Workforce Coordinator shall monitor the compliance by all Contractors and subcontractors with all applicable federal and state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Article 2, Section 2.2. All complaints regarding possible prevailing wage violations shall be referred to the Community Workforce Coordinator for processing, investigation and resolution, and if not resolved within thirty calendar days, may be referred by any party to the state labor commissioner.

## ARTICLE 6 HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 6.1 Hours of Work Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (½) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard workday. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the Parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday standard work schedule.

Section 6.2 Place of Work Employees shall be at their place of work (as designated by the Contractor), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or toolbox or equipment at the employee's assigned work location or the place where the foreman gives instructions. The Parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 6.3 Overtime Overtime shall be paid in accordance with the requirements of the applicable prevailing wage determination. There shall be no restriction on the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

Section 6.4 Shifts and Alternate Work Schedules

(a) Alternate starting and quitting time and/or shift work may be performed at the option of the Contractor upon three (3) days' prior notice to the affected Union(s), unless a shorter notice period is provided for in the applicable Schedule A. If two shifts are worked, each

shall consist of eight (8) hours of continuous work exclusive of a one-half (½) hour non-paid lunch period, for eight (8) hours pay. The last shift shall start on or before 6:00 p.m. The first shift starting at or after 6:00 a.m. is designated as the first shift, with the second shift following.

(b) Contractors, the Council and the Union recognize the economic impact upon the District and District residents of the Project being undertaken by the District and agree that all Parties to this Agreement desire and intend Project Work to be undertaken in a cost efficient and effective manner to the highest standard of quality and craftsmanship. Recognizing the economic conditions, the Parties agree that, except to the extent permitted by law, employees performing Project Work shall not be entitled to any differentials or additional pay based upon the shift or work schedule of the employees. Instead, all employees working on Project Work shall be paid at the same base rate regardless of shift or work schedule worked.

(c) Because of operational necessities, the second shift may, at the District's direction, be scheduled without the preceding shift having been worked. It is recognized that the District's operations and/or mitigation obligations may require restructuring of normal work schedules. Except in an emergency or when specified in the District's bid specification, the Contractor shall give affected Union(s) at least three (3) days' notice of such schedule changes.

Section 6.5 Holidays Recognized holidays on this Project shall be those set forth and governed by the prevailing wage determination(s) applicable to this Project

Section 6.6 Show-up Pay

(a) Except as otherwise required by State law, Employees reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive two (2) hours pay at the regular straight time hourly rate. Employees who are directed to start work shall receive four (4) hours of pay at the regular straight time hourly rate. Employees who work beyond four (4) hours shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the Project Site and available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractor(s) or his/her designated representative. Each employee shall furnish his/her Contractor with his/her current address and telephone number and shall promptly report any changes to the Contractor.

(b) An employee called out to work outside of his/her shift shall receive a minimum of two (2) hours pay at the appropriate rate. This does not apply to time worked as an extension of (before or after) the employee's normal shift.

(c) When an employee leaves the job or work location of his/her own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Article XII, Section 12.3, the employee shall only be paid for actual time worked.

Section 6.7 Meal Periods The Contractor will schedule a meal period of no more than one-half hour duration at the work location at approximately mid-point of the schedule shift; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. An employee may be required to work through his meal period because of an emergency or a threat to life or property, or for such other

reasons as are in the applicable Schedule A, and if he is so required, he shall be compensated in the manner established in the applicable Schedule A.

**Section 6.8    Make-up Days**    To the extent permitted by the applicable general wage determination, when an employee has been prevented from working for reasons beyond the control of the employer, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day for which an employee shall receive eight (8) hours pay at the straight time rate of pay or any premium rate required for such hours under the prevailing wage law.

## ARTICLE 7 WORK STOPPAGES AND LOCK-OUTS

**Section 7.1    No Work Stoppages or Disruptive Activity**    The Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the District or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

**Section 7.2    Employee Violations**    The Contractor may discharge any employee violating Section 7.1 above and any such employee will not be eligible for rehire under this Agreement.

**Section 7.3    Standing to Enforce**    The District, the Community Workforce Coordinator, or any Contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the obligations established therein.

**Section 7.4    Expiration of Schedule A's**    If the Schedule A Agreement, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 7.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(a)    Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the

Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

(b) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new Schedule A Agreement, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.

(c) Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (a) above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (b) above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option (b).

**Section 7.5    No Lockouts** Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the District's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

**Section 7.6    Best Efforts to End Violations**

(a) If a Contractor contends that there is any violation of this Article or Section 8.3, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Union(s) and the Community Workforce Coordinator. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the Community Workforce Coordinator, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 7.8. The Community Workforce Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 7.7 Withholding of services for failure to pay wages and fringe benefits

Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

- (a) fails to timely pay its weekly payroll; or
- (b) fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable Schedule A Agreements. Prior to withholding its members services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's Schedule A Agreement, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to the District. Union will meet within the ten (10) day period to attempt to resolve the dispute.
- (c) Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 7.8 Expedited Enforcement Procedure Any party, including the District, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary of this Article, or the Community Workforce Coordinator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 7.1 or 7.5, above, or Section 8.3 is alleged.

(a) The Party invoking this procedure shall notify Louis Zigman, who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, as set forth under section 10.2, Step 3 (a), in that order on an alternating basis. Expenses incurred in arbitration shall be borne equally by the Parties involved in the arbitration and the decision of the arbitrator shall be final and binding on the Parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 7.6, as above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the

arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 7.1 or 7.5, above, or Section 8.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, (except for damages as set forth in 7.8 below) which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 7.7(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

## ARTICLE 8 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 Assignment of Work The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 8.2 The Plan All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

(a) If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 8.3 No Work Disruption Over Jurisdiction All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.4 Pre-Job Conferences As provided in Article 16, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Council and the Community Workforce Coordinator shall be advised in advance of all such conferences and may participate if they wish.

Section 8.5 Resolution of Jurisdictional Disputes If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 7 above.

## ARTICLE 9 MANAGEMENT RIGHTS

Section 9.1 Contractor and District Rights The Contractors and the District have the sole and exclusive right and authority to oversee and manage construction operations on Project Work without any limitations unless expressly limited by a specific provision of this Agreement. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

(a) Plan, direct and control operations of all work in the manner required by, and in compliance with, the contract document, including but not limited to, plans, specifications, and scope of work under contract;

(b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;

(c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;

(d) Discharge, suspend or discipline their own employees for just cause;

(e) Utilize, in accordance with District approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and

(f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Schedule A(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

**Section 9.2 Specific District Rights** In addition to the following and other rights of the District enumerated in this Agreement, the District expressly reserves its management rights and all the rights conferred on it by law. The District's rights (and those of the Contract Administrator on its behalf) include but are not limited to the right to:

(a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements, and to insure compliance with contract documents, including but not limited to, plans, specifications, and scope of work under contract;

(b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;

(c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the District's Facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the District will provide the Community Workforce Coordinator, and the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provision of Article 6, Section 6.6);

(d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

(e) Investigate and process complaints, through its Community Workforce Coordinator, in the matter set forth in Articles 7 and 10.

**Section 9.3 Use of Materials** There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The District and its Community Workforce Coordinator shall



advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

#### Section 9.4 Special Equipment, Warranties and Guaranties

(a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated pre-piped and/or pre-wired and that it be installed under the supervision and direction of the District's and/or manufacturer's personnel. The Unions agree to install such equipment without incident to insure compliance with the specifications for the equipment being installed and to insure compliance with contract documents, including but not limited to, plans, specifications, and scope of work under contract.

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

Section 9.5 No Less Favorable Treatment The Parties expressly agree that Project Work will not receive less favorable treatment than that on any other project which the Unions, Contractors and employees work.

### ARTICLE 10 SETTLEMENT OF GRIEVANCES AND DISPUTES

#### Section 10.1 Cooperation and Harmony on Site

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the Community Workforce Coordinator, together with the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The Community Workforce Coordinator, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

(c) The Community Workforce Coordinator shall oversee the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 10.2 Processing Grievances Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the Schedule A's, but not jurisdictional disputes or alleged violations of Section 7.1 and 7.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, and the labor relations representative of the Community Workforce Coordinator, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the Community Workforce Coordinator (with copy (ies) to the other Party (ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Edna Francis; (2) Louis Zigman; (3) Fredric Horowitz; (4) Sara Adler; (5) William Rule; (6) Walt Daugherty;

and (7) Michael Rappaport. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 10.3 Limit on Use of Procedures The procedures contained in this Article shall not be applicable to any alleged violation of Articles 7 or 8, with a single exception that any employee discharged for violation of Section 7.2, or Section 8.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 10.4 Notice The Community Workforce Coordinator (and the District, in the case of any grievance regarding the Scope of this Agreement), shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the Community Workforce Coordinator shall, upon its own request, be permitted to participate fully as a party in all proceedings at such steps.

## ARTICLE 11 REGULATORY COMPLIANCE

Section 11.1 Compliance with All Laws The Council and all Unions, Contractors, subcontractors and their employed shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the District, the Community Workforce Coordinator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

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Section 11.2 Monitoring Compliance The Parties agree that the District shall require, and that the Community Workforce Coordinator and Council shall monitor, compliance by all Contractors and subcontractors with all federal and state laws regulation that, from time to time may apply to Project Work. It shall be the responsibility of both the Council and the Community Workforce Coordinator (on behalf of the District) to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the Community Workforce Coordinator and/or the District procedures to encourage and enforce compliance with these laws and regulations.

Section 11.3 Prevailing Wage Compliance The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the Community Workforce Coordinator, who on its own, or with the assistance of the District's staff, shall process,

investigate and resolve such complaints, consistent with Article 5, Section 5.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner.

Section 11.4 Violations of Law Based upon a finding of violation by the District of a federal and state law, and upon notice to the Contractor that it or its subcontractors is in such violation, the District, in the absence of the Contractor or subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the District and the Contractor, the District may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

## ARTICLE 12 SAFETY AND PROTECTION OF PERSON AND PROPERTY

### Section 12.1 Safety

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the District or the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the District.

(b) Employees shall be bound by the safety, security and visitor rules established by the Contractor and/or the District. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.

(c) The Parties adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment B and which shall be the policy and procedure utilized under this Agreement.

Section 12.2 Suspension of Work for Safety A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their basic hourly rate of pay.

Section 12.3 Water and Sanitary Facilities The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

## ARTICLE 13 TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowances, zone rates and parking reimbursements shall be paid in accordance with the applicable Schedule A Agreement unless superseded by the applicable prevailing wage determination.

## ARTICLE 14 APPRENTICES

**Section 14.1 Importance of Training** The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the District, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The District, the Community Workforce Coordinator, other District consultants, and the Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

### **Section 14.2 Use of Apprentices**

(a) Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

(b) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The District shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the Community Workforce Coordinator will work with the Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

(d) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience

and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Council.

Section 14.3 Joint Subcommittee on Training and Apprenticeship To carry out the intent and purposes of this Article, a subcommittee of the Labor Management Committee established pursuant to Article 17 may be established, jointly chaired by a designee of the District and a designee of the Council, to oversee the identification and/or effective development of procedures and programs leading to the full utilization of apprenticeship programs, and to work with representatives of each signatory craft's joint apprenticeship committee ("CJAC") and representatives of the District's technical schools to establish appropriate criteria for recognition by such CJAC's of the educational and work experience possessed by District students and graduates toward qualifying for entry or advanced level in the apprenticeship programs under the direction under such CJAC's. The Subcommittee will meet as necessary at the call of the joint chairs to promptly facilitate its purposes in an expeditious manner as soon as this Agreement becomes effective. In addition to the joint chairs, the membership of the committee will consist of at least three representatives of the signatory local Unions and three representatives of Contractors signatory to this Agreement and experienced in overseeing and participating in joint labor management apprenticeship programs (or organizations to which the Contractors belong).

## ARTICLE 15 WORKING CONDITIONS

Section 15.1 Meal and Rest Periods There will be no non-working times established during working hours except as may be required by applicable state law or regulations. Meal periods and Rest periods shall be as provided for in Wage Order 16. Individual coffee containers will be permitted at the employees' work location; however, there will be no organized coffee breaks.

Section 15.2 Work Rules The District, the Community Workforce Coordinator, and/or relevant Contractor shall establish such reasonable work rules as they deem appropriate and not inconsistent with this Agreement. These rules will be posted at the work sites by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by employees may be grounds for discipline up to and including discharge.

Section 15.3 Emergency Use of Tools and Equipment There should be no restrictions on the emergency use of any tools by any qualified employee or supervisor, or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or equipment involved and is compliance with applicable governmental rules and regulations.

Section 15.4 Access Restrictions for Cars Recognizing the nature of the work being conducted on the site, employee access by a private automobile may be limited to certain roads and/or parking areas.

## ARTICLE 16 PRE-JOB CONFERENCES

Section 16.1 Each Primary Contractor which is awarded a Construction Contract by the District for Project Work shall conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. All Contractors who have been awarded contracts by the Primary Contractor shall attend the Pre-Job conference. The Council and the Community Workforce Coordinator shall be advised in advance of all such conferences and may participate if they wish. All work assignments should be disclosed by the Primary Contractor and all Contractors at a pre-job conference ~~held~~ in accordance with industry practice. Should there be any formal jurisdictional dispute raised under Article 8, the Community Workforce Coordinator shall be promptly notified. Primary Contractor shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project.

Section 16.2 If they have not already done so before the pre-job conference, each Contractor shall provide to the Unions at the pre-job conference, a list of their core employees which they intend on using on this Project.

## ARTICLE 17 WORK OPPORTUNITIES PROGRAM

Section 17.1 The Parties to this Agreement support the development of increased numbers of skilled construction workers from among the Area Residents residing within the geographic area serviced by the Palmdale Water District, to meet the labor needs of the Project, specifically, and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for these Area Residents, the primary goals of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Area Residents as journeymen, and apprentices on the Project and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and

b) Assist Area Residents in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist Area Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide Area Residents for work on this Project; and

c) Support local events and programs designed to recruit and develop adequate numbers of qualified workers in the construction industry.

## ARTICLE 18 LABOR/MANAGEMENT COOPERATION

**Section 18.1 Joint Committee** The Parties to this Agreement may establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives selected by the District and three (3) representatives selected by the Council to monitor compliance with the terms and conditions of this Agreement. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

**Section 18.2 Functions of Joint Committee** The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs, to discuss the administration of the Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles 7, 8 or 10 shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article. The Community Workforce Coordinator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions the Contractors and the District. Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. The District should be notified of the meetings and invited to send a representative(s) to participate. The Community Workforce Coordinator shall prepare quarterly reports on apprentice utilization and the training and employment of District residents, and a schedule of Project Work and estimated number of craft workers needed. The Committee or an appropriate subcommittee, may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs. The Community Workforce Coordinator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions, the Contractors, and the District. Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. The District should be notified of the meetings and invited to send a representative(s) to participate.

**Section 18.3 Subcommittees** The Committee may form subcommittees to consider and advise the full Committee with regard to safety and health issues affecting the Project and other similar issues affecting the overall Project, including any workers compensation program initiated under this Agreement.

## ARTICLE 19 SAVINGS AND SEPARABILITY

**Section 19.1 Savings Clause** It is not the intention of the District, the Community Workforce Coordinator, Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is



finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

**Section 19.2 Effect of Injunctions or Other Court Orders** The Parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the District, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and the fact on covered Project Work to the maximum extent legally possible.

## ARTICLE 20 WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

## ARTICLE 21 AMENDMENTS

The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto.

## ARTICLE 22 DURATION OF THE AGREEMENT

### Section 22.1 Duration

(a) This Agreement shall be effective from the date signed by all Parties and shall remain in effect for a period of five (5) years. Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

(b) This Agreement may be extended by mutual consent of the District and the signatory Unions for such further periods as the Parties shall agree to.

Section 22.2 Turnover and Final Acceptance of Completed Work

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the District by the Contractor and the District has accepted such phase, portion, section, or segment as being in compliance with contract documents, including but not limited to, plans, specifications, and scope of work under contract. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the District or third parties with the approval of the District, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the District to engage and repairs or modifications required by its contract(s) with the District.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the District and Notice of Completion is issued by the District or its representative to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the District pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the District, will be available from the Community Workforce Coordinator.

IN WITNESS whereof the Parties have caused this Continuity of Work Agreement to be executed as of the date and year above stated.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

PALMDALE  
WATER DISTRICT

LOS ANGELES/ORANGE COUNTIES  
BUILDING & CONSTRUCTION  
TRADES COUNCIL

By: \_\_\_\_\_  
Dennis LaMoreaux  
General Manager

By: \_\_\_\_\_  
Ron Miller  
Executive Secretary

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION  
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)	_____
Boilermakers (Local 92)	_____
Bricklayers & Allied Craftworkers (Local 4)	_____
Cement Masons (Local 600)	_____
Electricians (Local 11)	_____
Elevator Constructors (Local 18)	_____
Gunitite Workers (Local 345)	_____
Iron Workers (Reinforced – Local 416)	_____
Iron Workers (Structural – Local 433)	_____
District Council of Laborers	_____
Laborers (Local 300)	_____
Laborers (Local 1184)	_____
Operating Engineers (Local 12)	_____
Operating Engineers (Local 12)	_____
Operating Engineers (Local 12)	_____
Painters & Allied Trades DC 36	_____
Pipe Trades (Local 250)	_____
Pipe Trades (Local 345)	_____
Pipe Trades (Plumbers Local 761)	_____
Pipe Trades (Sprinkler Fitters Local 709)	_____
Pipe Trades (Sprinkler Fitters Local 669)	_____
Plasterers (Local 200)	_____
Plaster Tenders (Local 1414)	_____
Roofers & Waterproofers (Local 36)	_____
Sheet Metal Workers (Local 105)	_____
Teamsters (Local 986)	_____
Southwest Regional Council of Carpenters	_____

## ATTACHMENT A – LETTER OF ASSENT

To be signed by all contractors awarded work covered by the Community Workforce Agreement prior to commencing work.

[Contractor's Letterhead]  
Community Workforce Coordinator  
Palmdale Water District  
1234 address  
City, state, zip code  
Attn: \_\_\_\_\_

Re: Community Workforce Agreement - Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the Palmdale Water District Community Workforce Agreement effective \_\_\_\_\_, 20\_\_, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely.

[Name of Construction Company]

By: [\_\_\_\_\_] Name and Title of Authorized Executive

[Copies of this letter must be submitted to the Community Workforce Coordinator and to the Council

Consistent with Article 2, Section 2.5(b).]

## ATTACHMENT B

### LOS ANGELES/ORANGE

#### **COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL APPROVED DRUG AND ALCOHOL TESTING POLICY**

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Community Workforce Agreement ("CWA").

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the CWA. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the CWA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of this drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f) (1) through 5(f) (3) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. The testing shall be done by a laboratory approved by the National Institute on Drug Abuse (NIDA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the National Institute on Drug Abuse. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

d. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by NDA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

e. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the Project.

f. No individual who tests negative for drugs or alcohol pursuant to the above procedure and becomes employed on the Project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/herself or others may be tested pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as exhibiting aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a Supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

g. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The employers will be allowed to conduct periodic job site drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than thirty (30) days after start of the work on the Project;

c. Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a N.I.D.A. certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.

e. Only two periodic tests may be performed in a twelve month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the CWA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found

unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. This Memorandum, of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.



## DRUG ABUSE PREVENTION AND DETECTION

### APPENDIX A

#### CUTOFF LEVELS

DRUG	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Alcohol	EMIT	.02%	CG/MS	.02%
Amphetamines	EMIT	1000 ng/ml*	CG/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	CG/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	CG/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	CG/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	CG/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	CG/MS	300 ng/ml
Opiates	EMIT	300 ng/ml*	CG/MS	300 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	CG/MS	25 ng/ml*
THC (Marijuana)	EMIT	100 ng/ml*	CG/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	CG/MS	100 ng/ml

\* NTDA specified threshold

\*\* A sample reported positive contains the Indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level.

EMIT - Enzyme Immunoassay

CC/MS - Gas Chromatography/Mass Spectrometry

SIDE LETTER OF AGREEMENT  
TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the quick screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the quick screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

ATTACHMENT C

PALMDALE WATER DISTRICT  
CRAFT REQUEST FORM

**TO THE CONTRACTOR:** Please complete and fax this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports and keep copies for your records.

The Palmdale Water District Community Workforce Agreement establishes a goal that 30% of all of the labor and craft positions shall be from individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which overlap the District service area, as attached hereto, second, within the greater Antelope Valley area, as reflected on the attached list of zip codes, and third, Local Residents residing within certain surrounding area zip codes, as reflected on the attached list of zip codes, as well as the remainder of the County of Los Angeles. For Dispatch purposes, employees residing within any of these three (3) areas, as well as individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, shall be referred to as Local Residents. In addition, a goal of 10% of all of the labor and craft positions shall be from disadvantaged workers and/or veterans residing within the tier 1 and tier 2 zip codes, as reflected on the attached list of zip codes.

**TO THE UNION:** Please complete the "Union Use Only" section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

**To:** Union Local # \_\_\_\_\_ **Fax#** ( ) \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Cc:** Community Workforce Coordinator  
**From:** Company: \_\_\_\_\_ **Issued By:** \_\_\_\_\_  
Contact Phone: ( ) \_\_\_\_\_ Contact Fax: ( ) \_\_\_\_\_

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification ( i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident, Disadvantaged Worker, and Veteran, or General Dispatch	Number of workers needed	Report Date	Report Time
<b>TOTAL WORKERS REQUESTED =</b> _____					

Please have worker(s) report to the following work address indicated below:

**Project Name:** \_\_\_\_\_ **Site:** \_\_\_\_\_ **Address:** \_\_\_\_\_  
**Report to:** \_\_\_\_\_ **On-site Tel:** \_\_\_\_\_ **On-site Fax:** \_\_\_\_\_  
**Comment or Special Instructions:** \_\_\_\_\_

**UNION USE ONLY**

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

**WORKER REFERRED**

Name:		
Date worker was dispatched:		
Is the worker referred a: (check all that apply)		
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
DISADVANTAGED WORKER OR VETERAN	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Local Union's Dispatch or Referral Form  
normally given to the employee when being dispatched to the jobsite.]

**DISTRICT SERVICE AREA ZIP CODES  
(Tier 1)**

93550, 93551 and 93552

**GREATER ANTELOPE VALLEY AREA ZIP CODES  
(Tier 2)**

91390	93534	93554
93501	93535	93560
93510	93536	93591
93523	93543	
93532	93553	

**TIER 3 AREA ZIP CODES**

93561	92394	92372
93505	92395	92329
93516	92340	92371
93524	92344	92397
92392	92345	
92393	92301	

As well as all of the remaining zip codes from Los Angeles County.

**P A L M D A L E   W A T E R   D I S T R I C T**  
**B O A R D   M E M O R A N D U M**

**DATE:** December 10, 2019 **December 16, 2019**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Mr. Scott Rogers, Engineering Manager  
**VIA:** Mr. Adam Ly, Assistant General Manager  
Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 9.2 – CONSIDERATION AND POSSIBLE ACTION ON  
THE AMENDED WATER SUPPLY ASSESSMENT FOR THE QUAIL VALLEY  
DEVELOPMENT. (NO BUDGET IMPACT – ENGINEERING/GRANT  
MANAGER ROGERS)***

---

**Recommendation:**

Staff recommends that the Board approve the amendment of the attached Water Supply Assessment for the Quail Valley Development.

**Alternative Options:**

No alternative exists.

**Impact of Taking No Action:**

There is no impact from no action.

**Background:**

Senate Bill 610 of 2001 (SB 610) requires that water suppliers provide a Water Supply Assessment (WSA) to planning agencies for any proposed projects which are subject to the California Environmental Quality Act (CEQA) and would demand an amount of water equivalent to or greater than the amount of water required by a 500 dwelling unit project.

The District received a WSA for the Quail Valley Development since the proposed project contains more than 500 residential dwelling units. Information from the Palmdale Water District Urban Water Management Plan (December 2015), which included the proposed Quail Valley Development project, was used to prepare the WSA.

The District has sufficient water supply available for this project, and a portion of the required water supply will be provided by projected water supplies identified in the 2015 Urban Water Management Plan.

BOARD OF DIRECTORS  
PALMDALE WATER DISTRICT

VIA: Mr. Adam Ly, Assistant General Manager  
Mr. Dennis D. LaMoreaux, General Manager

December 10, 2019

The amendment consists of identifying the water supply for the development be provided by the District including properties outside the District's service area inclusive of an important water exchange agreement between AVEK and the District. A term sheet between AVEK and the District has been drafted to outline the water supply roles of the two agencies.

**Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 5 – Regional Leadership.  
This item directly relates to the District's Mission Statement.

**Budget:**

This item has no impact on the budget.

**Supporting Documents:**

- Water Supply Assessment – Quail Valley (December 2019)
- Quail Valley Term Sheet between Palmdale Water District and AVEK.



# SB610 Water Supply Assessment Quail Valley Tentative Tract. 65813

*Prepared for*  
Quail Valley LLC

*Prepared by*  
Cannon  
11900 West Olympic Blvd, Ste 530  
Los Angeles, CA 90064  
310.664.1166

*Date*  
December 4, 2019



## WATER SUPPLY ASSESSMENT (SB 610)

Water Code §10910 et seq.

To: Palmdale Water District  
2029 East Avenue Q  
Palmdale, CA 93550

Project Title: Quail Valley Water Supply Assessment

The following determination has been made regarding the above-described project:

- ☒ The projected water demand for the project was included in the District's most recently adopted urban water management plan.
- ☐ Based on additional sources of information, a sufficient water supply is available for the project. The total water supplies available to PWD during normal, single-dry, and multiple-dry years within a 20-year projection will meet the projected water demand under the project in addition to the demand of existing and other planned future uses, including, but not limited to, agricultural uses.
- ☐ A sufficient water supply is not available for the project. *[Plan for acquiring and developing sufficient supply attached. Water Code§ 10911 (a)].*

The foregoing determination is based on the following Water Supply Assessment (WSA) Information and supporting information in the 2015 Urban Water Management Plan for Palmdale Water District.



12/4/19

Michael Kielborn, PE  
Principal Engineer

---

Signature

Date

Title

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Appendix A: Preliminary Residential Landscape Water-Use Estimate

Appendix B: Preliminary Recreation Center and Irrigation Water-Use Estimate

## **1. INTRODUCTION**

This Water Supply Assessment was prepared for the proposed Quail Valley project for the Palmdale Water District, pursuant to the requirements of Section 10910 of the State Water Code, as amended by Senate Bill No. 610, Chapter 643 (2001).

### **1.1 Background**

Senate Bill No. 610, effective January 1, 2002, requires the water purveyor (the District) or county, which determines that a “project” (as defined in Water Code§ 10912) is subject to the California Environmental Quality Act (CEQA), to identify any public water system that may supply water for the project and to request those public water systems to prepare a specified water supply assessment. The assessment is required to include an identification of existing water supply entitlements, water rights, or water service contracts relevant to the identified water supply for the proposed project and water received in prior years pursuant to those entitlements, rights, and contracts. The assessment must be approved by the governing body of the public water system supplying water to the project. If the projected water demand associated with the project was included as part of the most recently adopted urban water management plan, the public water system may incorporate the requested information from the urban water management plan in the water supply assessment.

The bill requires the water purveyor or county, if it is not able to identify any public water system that may supply water for the project, to prepare the water supply assessment after a prescribed consultation. If the public water system concludes that water supplies are, or will be, insufficient, plans for acquiring additional water supplies are required to be submitted to the water purveyor or county. The water purveyor or county must include the water supply assessment in any environmental document prepared for the project pursuant to the act. It also requires the water purveyor or county to determine whether project water supplies will be sufficient to satisfy the demands of the project, in addition to existing and planned future uses.

A “project” under Section 10912 includes the following:

- a. A proposed residential development of more than 500 dwelling units.
- b. A proposed shopping center or business establishment employing more than 1,000 persons or having more than 500,000 square feet of floor space.
- c. A proposed commercial office building employing more than 1,000 persons or having more than 250,000 square feet of floor space.
- d. A proposed hotel or motel, or both, having more than 500 rooms.
- e. A proposed industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area.
- f. A mixed-use project that includes one or more of the projects specified in this subdivision.
- g. A project that would demand an amount of water equivalent to, or greater than, the amount of water required by a 500 dwelling unit project.

The Quail Valley project includes 676 single family lots, 54 rural lots, and 86 private/public lots which meet the definition of a project under Section 10912.

## 1.2 Project Location and Description

The proposed Quail Valley project is a proposed development of approximately 878 acres located in the City of Palmdale, California. The project is south of Avenue S and west of State Route 14. The property will be annexed to the Palmdale Water District (PWD) and is covered in the District's 2015 Urban Water Management Plan (UWMP). Quail Valley will consist of 676 single family residential lots, 54 rural lots, and 86 private/public lots.

## 2. WATER SUPPLY

Water Code Section 10910(b) requires the identification of the public water system that may serve the project. Portions of the project are within PWD's district boundary. The southerly portion of the development area is within the boundary of the Antelope Valley-East Kern Water Agency (AVEK). This same portion is outside of the Sphere of Influence of the Los Angeles County Water Works District. PWD has the available water supply for the new development, and has facilities located on and immediately adjacent to the project. The portion of the project outside of the PWD boundary will be serviced by PWD inclusive of an imported water exchange agreement with AVEK.

PWD utilizes multiple water resources to meet its water supply needs. Currently, PWD receives water from three sources:

- Groundwater from the Antelope Valley Groundwater Basin
- Surface water from Littlerock Dam Reservoir, and
- Imported water from the State Water Project (SWP).

PWD does not have recycled water supplies but is in the process of developing the use of non-potable water. This will offset potable water demands and diversify PWD's water supply options along with providing additional reliability. Future recycled water use is discussed later in this section. Additionally, PWD is developing new sources of supply via groundwater banking and anticipated new supplies from transfer and exchange opportunities, which are discussed in this section as well. PWD does not currently nor does it have plans to use stormwater.

### 2.1 Groundwater Supply:

Water Code Section 10910(f) states that: *If a water supply for a proposed project includes groundwater, the following additional information shall be included in the water supply assessment:*

- (1) A review of any information contained in the urban water management plan relevant to the identified water supply for the proposed project.*
- (2) A description of any groundwater basin or basins from which the proposed project will be supplied for those basins for which a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), has the legal right to pump under the order or decree. For basins that have not been adjudicated, information as to whether the department has identified the basin or basins as over drafted or has projected that the basin will become over drafted if present management*

*conditions continue, in the most current bulletin of the department that characterizes the condition of the groundwater basin, and a detailed description by the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), of the efforts being undertaken in the basin or basins to eliminate the long-term overdrafted condition.*

- (3) A detailed description and analysis of the amount and location of groundwater pumped by the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), for the past five years from any groundwater basin from which the proposed project will be supplied. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.*
- (4) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), from any basin from which the proposed project will be supplied. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.*
- (5) An analysis of the sufficiency of the groundwater from the basin or basins from which the proposed project will be supplied to meet the projected water demands associated with the proposed project. A water supply assessment shall not be required to include the information required by this paragraph if the public water system determines, as part of the review required by paragraph (1), that the sufficiency of groundwater necessary to meet the initial and projected water demand associated with the project was addressed in the description and analysis required by paragraph (4) of subdivision (b) of Section 10631.*

PWD's groundwater supply is the Antelope Valley Groundwater Basin. Groundwater pumping makes up a significant proportion of PWD's water supply portfolio, accounting for about 50 percent of supplies over the last five years. This water is treated with chlorine disinfection and pumped directly into PWD's potable distribution system. Since 1995, PWD has produced an average 9,759 AFY of groundwater per year. The availability of groundwater supply for PWD does not vary throughout the course of a year.

The Antelope Valley Groundwater Basin is about 940 square miles and made up of a series of subbasins, as identified by the U.S. Geological Basin. The basin is primarily recharged from the natural runoff of the local mountains. The PWD service area overlays the Lancaster, Buttes, and Pearland groundwater subbasins. PWD has 12 wells in the Lancaster subbasin area with which 10 of the wells currently operate. In the Pearland subbasin, there are 11 wells with 10 of the wells operable. PWD does not have wells in the Buttes subbasin. The wells located in the Lancaster subbasin have a total pumping capability of approximately 12,500 gallons per min (gpm), and the wells in the Pearland subbasin have a total pumping capability of approximately 3,500 gpm.

The San Andreas rift zone has two general groundwater-bearing areas. These areas generally lie east and west of the intersection of Pearblossom Highway and Barrel Springs Road. PWD has 4 wells in the San Andreas rift zone, 2 in the western area and 2 in the eastern area. Currently, 3 of these wells operate and pump approximately 150 AFY. Over the long term,

groundwater levels in sediments within the fault zone have remained relatively stable, suggesting that the groundwater-bearing sediments have not been overdrawn.

PWD's historical and current total groundwater pumped from the Antelope Valley Groundwater Basin is shown in Table 2-1. PWD's groundwater supplies accounted for 26-64 percent of PWD's water supplies between 2011 and 2015.

**Table 2-1. Historical Pumping by PWD from the Antelope Valley Groundwater Basin (AFY)**

Water Resource	2011	2012	2013	2014	2015	Average
Antelope Valley	7,000	7,500	9,400	12,400	11,200	9,500

*Source: 2015 Urban Water Management Plan for Palmdale Water District*

The groundwater extraction from the Antelope Valley Groundwater Basin has resulted in overdraft of the aquifer. In late 2015, as a result of the adjudication of groundwater rights for the basin, PWD received a groundwater production right of 2,770 AFY. PWD has seven years, until 2023, to ramp down pumping to comply with the new groundwater rights. In addition, PWD is entitled to a share of the unused Federal Reserved Water Right Production which totals 7,600 AFY. PWD currently receives an average amount of 1,370 AFY of the unused federal reserved right. PWD is also entitled to a pumping allocation for return flow credit of imported water used for the recharge at the Palmdale Regional Groundwater Recharge and Recovery Project (PRGRRP). The UWMP assumes that the return flow credit will provide 5,000 AFY of available supply through 2040 based on the Palmdale Regional PRGRRP planning report.

## 2.2 Surface Water Supply:

Littlerock Dam Reservoir was built in 1922 and is PWD's local surface water supply source. It is located in the hills southwest of the PWD service area and, following recent renovations to the reservoir, has a storage capacity of 3,500 AF, or 1.1 billion gallons of water. Littlerock Dam reservoir is fed by natural runoff from snow pack in the local San Gabriel Mountains and from rainfall. The Littlerock Dam Reservoir intercepts flows from Littlerock and Santiago Canyons Creeks. Runoff from the 65 square mile watershed in the Angeles National Forest to the reservoir is seasonal and varies widely from year to year. The water is transferred from Littlerock Dam Reservoir through an eight and a half mile long open ditch to Lake Palmdale.

Since 1922, PWD has shared water from the reservoir with Littlerock Creek Irrigation District (LCID). PWD and LCID jointly hold long-standing water rights to divert 5,500 AFY from Littlerock Creek flows. In 1992, during renegotiations of PWD's agreement, a plan to rehabilitate the existing dam was implemented. The rehabilitation of the entire project was completed by the end of 1995. The revised agreement gives PWD the authority to manage the reservoir. LCID granted ownership of its water rights to PWD for the fifty-year term of the agreement in lieu of contributing financial resources for the rehabilitation work. LCID is currently entitled to purchase from PWD, in any one calendar year, 1,000 AF of water or 25 percent of the yield from Littlerock Dam Reservoir, whichever is less.

PWD's historical and current production from Littlerock Dam Reservoir is shown in Table 2-2. Historically, PWD's local surface water production accounts for approximately 1 to 10- percent of its water supplies.

**Table 2-2. Historical Surface Water Supplies (AFY)**

Water Resource	2011	2012	2013	2014	2015	Average
Littlerock Reservoir	2,600	0	1,600	700	500	1,100

*Source: 2015 Urban Water Management Plan for Palmdale Water District*

### 2.3 Imported Water Supply:

In the early 1960s, the Department of Water Resources (DWR) entered into individual SWP Water Supply Contracts with urban and agricultural public water supply agencies located throughout northern, central, and southern California for SWP water supplies. PWD is one of 29 water agencies (commonly referred to as “contractors”) that have an SWP Water Supply Contract with DWR. Each SWP contractor’s SWP Water Supply contract contains a “Table A”, which lists the maximum amount of contract water supply, or “Table A water,” an agency may request each year throughout the life of the contract. Currently, PWD’s annual Table A Amount is 21,300 AFY.

PWD’s recent SWP deliveries are shown in Table 2-3. Since 2011, imported water has accounted for approximately 26 to 66 percent of PWD’s water supply.

**Table 2-3. Historical Imported Water Supplies (AFY)**

Water Resource	2011	2012	2013	2014	2015	Average
Imported SWP	17,313	14,695	7,681	4,675	5,800	10,033

*Source: 2015 Urban Water Management Plan for Palmdale Water District*

### 2.4 Transfers, Exchanges, and Groundwater Banking Programs:

Currently PWD has a long term lease agreement with Butte County for up to 10,000 AFY of their SWP Table A Amount. The amount available through this lease varies primarily on the final annual allotment from DWR to the State Water Contractors and can be roughly calculated by multiplying the final allotment percentage by 10,000 AFY. This lease runs through 2019 and has 5 year renewal options through 2035, at which time the agreement will be renegotiated. In the UWMP, the District assumes this supply will continue through the planning period, to 2040. Supplies from this agreement are accounted for in PWD planned supplies and are anticipated to be available in future years based on SWP Table A Amounts projected for PWD. Accordingly, 62% or 6,200 AFY is anticipated to be available in 2020 and 61% or 6,100 AFY thereafter.

To meet projected water demands, PWD is also exploring other transfer and exchange opportunities as a new source. PWD will utilize a combination of various transfer and exchange opportunities, as necessary, to meet its projected water demands.

PWD recently completed and adopted its Strategic Water Plan where in it identified additional needed surface water acquisitions and transfers as a component of its overall water supply strategy.

PWD does not operate a groundwater banking program but is actively pursuing this future water supply reliability option. PWD is researching the feasibility of the Palmdale Regional Groundwater Recharge and Recovery Project (PRGRRP). This project entails the construction of new facilities to recharge and recover SWP water as well as recycled water. PWD is also currently exploring other banking opportunities within and outside the Antelope Valley.



## 2.5 Development of Brackish Water and/or Groundwater Desalination:

PWD has also considered the option of providing financial assistance to other SWP contractors to construct brackish desalination facilities in exchange for SWP supplies delivered via the East Branch of the Aqueduct.

## 2.6 Recycled Water:

PWD does not currently use recycled water but has taken proactive steps to include the use of non-potable water to its water supply portfolio. PWD developed a Recycled Water Facilities Plan in 2010 as part of the first non-potable reuse phase for the 2007 Antelope Valley Recycled Water Project Facilities. In 2012, the Palmdale Recycled Water Authority (PRWA) was established to manage recycled water generated and is a joint entity comprised of PWD and the City of Palmdale. The PRWA manages all aspects of recycled water use, including agreements to obtain recycled water from sanitation districts, planning for, designing and construction supporting facilities, and financing these efforts.

Recycled water available for use within the PWD service area can be supplied from the LACSD Palmdale Water Reclamation Plant (WRP). Table 2-4 shows the influent and effluent flows at the Palmdale WRP in 2015. Currently, the tertiary-treated effluent is disposed of via agricultural irrigation of fodder crops on land leased by the LACSD from the City of Los Angeles World Airport.

**Table 2-4. 2015 Wastewater Flows at Palmdale WRP (AFY)**

Palmdale WRP Flows	2015
Influent	12,140
Effluent	10,770

*Source: 2015 Urban Water Management Plan for Palmdale Water District*

Construction is still in progress at the Palmdale WRP and the Antelope Valley Backbone. Future phases of the Antelope Valley Backbone will distribute the recycled water from Palmdale WRP into the PWD service area. As shown above in Table 2-4, the Palmdale WRP produces about 10,700 AFY of Title 22 recycled water on average. For future recycled water supply projections, it was assumed that recycled water production would grow linearly at the same rate as potable demands, which were estimated at approximately 0.9 percent per year on average for the period 2020 to 2040. Table 2-5 shows the total recycled water supply projection available to PWD.

**Table 2-5. Effluent Flow Projections for Palmdale WRP (AFY)**

	2015	2020	2025	2030	2035	2040
PWRP Effluent Flows	10,770	11,300	11,800	12,300	12,900	13,500

*Source: 2015 Urban Water Management Plan for Palmdale Water District*

The Palmdale Regional Groundwater Recharge and Recovery Project will combine imported SWP raw water and recycled water to new recharge basins to replenish the Lancaster subbasin within the Antelope Valley Groundwater Basin. Recovery wells will yield groundwater that will be treated and delivered to PWD's service area.

### 3. URBAN WATER MANAGEMENT PLAN APPLICABILITY

Water Code Section 10910(c)(1) requires a determination of whether or not the project was included in PWD's most recently adopted Urban Water Management Plan (UWMP), adopted on June 2016. The UWMP provides a description of the District's service area, demographics, multi-source water supply, water quality, and water demand management. The UWMP also includes historical and future water demand to serve the buildout of the District which includes the Quail Valley Project.

### 4. WATER SUPPLY RELIABILITY

PWD's supply reliability can be impacted by many factors, including changes in the availability of supplies due to climatic or infrastructure changes, prolonged drought, as well as the efficient use of those supplies in both average and dry periods. These factors can result in acute impacts (facility failures), short term impacts (SWP limitations), or long-term impacts to the reliability of its supplies.

The 2015 PWD UWMP assesses the reliability of the supplies available in an average year, a single dry year, and during multiple dry years.

- An average year (also called a normal year) is the average supply over a range of years and represents the median water supply available.
- The single-dry year is the year that represents the lowest water supply available.
- The multiple-dry year period is the lowest average water supply available for three or more consecutive dry years.

Tables 4-1 through 4-3 summarizes the water supply and demand projections under average, single and multiple-dry year scenarios.

**Table 4-1. Comparison of Supplies and Demands for an Average Year (AFY)**

	2020	2025	2030	2035	2040
<b>Existing Supplies</b>					
Groundwater	6,820	4,140	2,770	2,770	2,770
Groundwater Return Flow Credit	5,000	5,000	5,000	5,000	5,000
Local Surface Water	4,000	4,000	4,000	4,000	4,000
Imported SWP Water	13,200	13,000	13,000	13,000	13,000
Butte Transfer Agreement	6,200	6,100	6,100	6,100	6,100
Recycled Water	2,500	5,000	5,500	6,000	6,000
<b>Total Supplies</b>	<b>37,180</b>	<b>37,240</b>	<b>36,370</b>	<b>36,870</b>	<b>36,870</b>
<b>Demands</b>					
Potable Water Demands	20,800	21,900	22,900	23,900	25,000
Recycled Water Demands	2,500	5,000	5,500	6,000	6,000
<b>Total Demands</b>	<b>23,300</b>	<b>26,900</b>	<b>28,400</b>	<b>29,900</b>	<b>31,000</b>
<b>Difference (Supply-Demand)</b>	<b>13,880</b>	<b>10,340</b>	<b>7,970</b>	<b>6,970</b>	<b>5,870</b>

Source: 2015 Urban Water Management Plan for Palmdale Water District

**Table 4-2. Comparison of Supplies and Demands for a Single Dry Year (AFY)**

		2020	2025	2030	2035	2040
Existing Supplies						
	Groundwater	6,280	4,140	2,770	2,770	2,770
	Groundwater Return Flow Credit	5,500	5,500	5,000	5,000	5,000
	Local Surface Water	4,000	4,000	4,000	4,000	4,000
	Imported SWP Water	2,300	2,100	1,900	1,900	1,700
	Butte Transfer Agreement	1,100	1,000	900	900	800
	Recycled Water	2,500	5,000	5,500	6,000	6,000
	<b>Total Supplies</b>	<b>21,180</b>	<b>21,240</b>	<b>20,070</b>	<b>20,570</b>	<b>20,270</b>
Demands						
	Potable Water Demands	20,800	21,900	22,900	23,900	25,000
	Recycled Water Demands	2,500	5,000	5,500	6,000	6,000
	<b>Total Demands</b>	<b>23,300</b>	<b>26,900</b>	<b>28,400</b>	<b>29,900</b>	<b>31,000</b>
	<b>Difference (Supply-Demand)</b>	<b>-2,120</b>	<b>-5,660</b>	<b>-8,330</b>	<b>-9,330</b>	<b>-10,730</b>

Source: 2015 Urban Water Management Plan for Palmdale Water District

**Table 4-3. Comparison of Supplies and Demands for Multiple-Dry Year (AFY)**

		2020	2025	2030	2035	2040
Existing Supplies						
	Groundwater	6,280	4,140	2,770	2,770	2,770
	Groundwater Return Flow Credit	5,000	5,000	5,000	5,000	5,000
	Local Surface Water	4,000	4,000	4,000	4,000	4,000
	Imported SWP Water	7,000	7,000	7,000	7,000	7,000
	Butte Transfer Agreement	3,300	3,300	3,300	3,300	3,300
	Recycled Water	2,500	5,000	5,500	6,000	6,000
	<b>Total Supplies</b>	<b>28,080</b>	<b>28,440</b>	<b>27,570</b>	<b>28,070</b>	<b>28,070</b>
Demands						
	Potable Water Demands	20,800	21,900	22,900	23,900	25,000
	Recycled Water Demands	2,500	5,000	5,500	6,000	6,000
	<b>Total Demands</b>	<b>23,300</b>	<b>26,900</b>	<b>28,400</b>	<b>29,900</b>	<b>31,000</b>
	<b>Difference (Supply-Demand)</b>	<b>4,780</b>	<b>1,540</b>	<b>-830</b>	<b>-1,830</b>	<b>-2,930</b>

Source: 2015 Urban Water Management Plan for Palmdale Water District

These tables show that PWD will have adequate water supply to meet the demands during an average year up to 2040. However, during the single and multiple-dry year scenarios, demands are predicted to exceed the existing water supplies in 2020 and 2030, respectively. PWD is currently in the process of developing additional supplies to augment these deficiencies. The Palmdale Regional Groundwater Recharge and Recovery project is anticipated to provide 7,500 AFY up to potentially 10,800 AFY following project build-out. In addition, PWD has identified numerous short and long term transfers and exchange opportunities which would provide additional supplies to help overcome supply shortages. Therefore, as stated in the 2015 UWMP, it is anticipated that existing supplies in combination with identified future and potential water supply opportunities will enable PWD to meet all future water demands which includes the Quail Valley development.

## 5. WATER USAGE

PWD currently serves approximately 26,500 active connections, the majority of which are residential (96 percent). Commercial connections account for approximately 3 percent, and landscape irrigation connections account for about 1 percent. PWD's projected water deliveries were estimated considering various factors, including historical and current demands, anticipated water conservation bounce-back, and population projections. The complete breakdown by land use type of PWD's projected water deliveries can be found in Table 6-1 below.

**Table 6-1. Projected Water Deliveries (AFY)**

Water Use Sector	2020	2025	2030	2035	2040
Single Family	14,500	15,200	15,900	16,600	17,300
Multi-Family	1,800	1,900	2,000	2,100	2,200
Commercial	1,200	1,300	1,300	1,400	1,500
Industrial	2,200	2,300	2,400	2,500	2,600
Institutional/Governmental	-	-	-	-	-
Landscape	1,000	1,100	1,200	1,200	1,300
Other	100	100	100	100	100
<b>Total</b>	<b>20,800</b>	<b>21,900</b>	<b>22,900</b>	<b>23,900</b>	<b>25,000</b>

*Source: 2015 Urban Water Management Plan for Palmdale Water District*

### 5.1 Water Conservation Program:

In response to the continued drought conditions in California, Senate Bill X7-7 was passed requiring water agencies to reduce per capita water use by 20 percent by the year 2020. This statewide reduction target translated into a 32 percent local reduction requirement, which has resulted in PWD-issued emergency restrictions.

PWD updated its Water Shortage Contingency Plan (WSCP) to deal with water shortage conditions that occur due to drought, earthquake, infrastructure failure, or other emergency. The Plan provides the foundation for a staged response to worsening water shortage conditions. There are five stages to PWD's WSCP. Each stage provides different levels of response for a water shortage event ranging from a goal reduction of 15 percent to up to a 50 percent or greater reduction. Each stage may be triggered by a declaration from federal or state authorities, or PWD to address events that result in a water shortage.

In terms of water supply reliability the District is one of the signatories to the Memorandum of Understanding (MOU) Regarding Urban Water Conservation and has actively pursued the implementation of the water efficiency best management practices (BMPs) prescribed in the MOU. The MOU was a negotiated agreement between water purveyors statewide and environmental organizations on how best to utilize the State's water resources by incorporating conservation into their water management practices. The BMPs have been developed over the years by water purveyors, environmental groups, and industry stakeholders. They represent the best available water conservation practices based on research and experience and include:

- Water conservation pricing and rate structures,
- Technical assistance for water customers,
- Incentives for indoor and outdoor water saving technologies,

- Public information and outreach, and
- Water audits.

## **6. ENTITLEMENTS/REGULATORY APPROVALS**

Water Code Section 10910(d) states that:

- (1) The assessment required by this section shall include an identification of any existing water supply entitlements, water rights, or water service contracts relevant to the identified water supply for the proposed project and a description of the quantities of water received in prior years by the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), under the existing water supply entitlements, water rights, or water service contracts.*
- (2) An identification of existing water supply entitlements, water rights, or water service contracts held by the public water system, or the city or county if either is required to comply with this part pursuant to subdivisions (b), shall be demonstrated by providing information related to all the following:*
  - (A) Written contracts or other proof of entitlement to an identified water supply.*
  - (B) Copies of a capital outlay program for financing the delivery of a water supply that has been adopted by the public water system.*
  - (C) Federal, state, and local permits for construction of necessary infrastructure associated with delivering the water supply*
  - (D) Any necessary regulatory approvals that are required in order to be able to convey or deliver the water supply.*

PWD's entitlements include imported water from SWP, Groundwater from the Antelope Valley Groundwater Basin and future recycled water. A description of each of these water supplies is above in Section 2.

## **7. QUAIL VALLEY PROJECT**

The Quail Valley site is proposed to be developed into single-family residential lots, rural lots, and private/public lots. As mentioned above in the Water Usage section, the UWMP based their projected water demands on future projected population with Quail Valley's population included. The Quail Valley development is estimated to include a total of 730 units. There are also approximately 130 acres of open space and common amenity areas within the development that will utilize water for irrigation. A recreation center is also located within the project that includes several facilities that will use water, including a pool area. Figure 7-1 shows the Quail Valley lot layout.

Part of the project is within PWD and the remaining portion is located in AVEK's boundary. PWD will service the project, but the water for the project will be supplied by a combination of the two. See Appendix C for a project boundary location map.



**Figure 7-1. Quail Valley Lot Layout**

## **7.1 Water Use Calculations:**

The total calculated water use for the Quail Valley project is 586 AFY, as shown in Table 7-1 and Table 7-2. These calculations are based on an average indoor residential use of 55 GPCD for the single-family residential and rural lots. Based on the most current population data available, the City of Palmdale has an average of 3.07 people per dwelling unit.<sup>1</sup> This figure was

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<sup>1</sup> Source: <http://www.cityofpalmdale.org/Your-City-Hall/Demographics>, Population = 160,020 and Residential Units = 52,115

used to determine the proposed indoor water use for the project. The outdoor irrigation water use was calculated using drought tolerant plants, and a small irrigated turf area as shown in Appendix A. There are also public/private lots within the development that consist of the HOA slopes, Common Amenity Areas, public rights-of-way along Avenue S and the Recreation Center. Their water demand calculations are provided in Appendix B. The demands are broken down by each agency that will provide the water for the project.

**Table 7-1. Quail Valley Water Demand Within PWD Limit – Project Specific**

AREAS	Units	Persons Per Unit <sup>1</sup>	Total Area (acres)	Water Use Factor (GPCD)	Irrigation Demand (gal/year /edu) <sup>2</sup>	Irrigation Demand (gal/year)	Indoor Domestic Demand (gal/year)	Total (gal/year)	Total (afy)
Single Family Residences	270	3.07		55	62,285	16,816,950	16,640,168	33,457,118	103
Rural	54	3.07		55	327,814	17,701,956	3,328,034	21,029,990	65
Public/Private: <sup>3</sup>									0
HOA Slopes-Landscaping			67.76			17,261,684		17,261,684	53
Common Amenity Area-Landscaping			7.20			4,320,250		4,320,250	13
Recreation Center			2.36			1,600,033	279,360	1,879,393	6
<b>Subtotals</b>								<b>77,948,434</b>	<b>239</b>
<b>PWD System Water Losses<sup>4</sup></b>								<b>10%</b>	<b>24</b>
								<b>Total (afy)</b>	<b>263</b>

<sup>1</sup> Source: <http://www.cityofpalmdale.org/Your-City-Hall/Demographics>, Population = 160,020 and Residential Units = 52,115

<sup>2</sup> See Appendix A

<sup>3</sup> See Appendix B

<sup>4</sup> Source: PWD 2017 Water Audit



**Table 7-2. Quail Valley Water Demand Within AVEK Limit – Project Specific**

AREAS	Units	Persons Per Unit <sup>1</sup>	Total Area (acres)	Water Use Factor (GPCD)	Irrigation Demand (gal/year /edu) <sup>2</sup>	Irrigation Demand (gal/year)	Indoor Domestic Demand (gal/year)	Total (gal/year)	Total (afy)
Single Family Residences	406	3.07		55	62,285	25,287,710	25,021,882	50,309,592	154
Rural	0	3.07		55	327,814	0	0	0	0
Public/Private: <sup>3</sup>									
HOA Slopes-Landscaping			36.21			32,304,846		32,304,846	99
Common Amenity Area-Landscaping			15.60			13,005,955		13,005,955	40
Recreation Center			0.00					0	0
						<b>Subtotals</b>		<b>95,620,393</b>	<b>293</b>
						<b>PWD System Water Losses<sup>4</sup></b>		<b>10%</b>	<b>29</b>
								<b>Total (afy)</b>	<b>323</b>

<sup>1</sup> Source: <http://www.cityofpalmdale.org/Your-City-Hall/Demographics>, Population = 160,020 and Residential Units = 52,115

<sup>2</sup> See Appendix A

<sup>3</sup> See Appendix B

<sup>4</sup> Source: PWD 2017 Water Audit

## 7.2 Water Allocated for Future Growth:

The 2015 UWMP for Palmdale Water District accounted for future growth of the area, and those projections were included in that planning document. Using the number of proposed homes and the density factor noted above, the development is anticipated to have a population of approximately 2,241 people. Using the 2020 goal of 185 GPCD from the UWMP and the population of the development, the amount of domestic water projected for Quail Valley is calculated to be 464 AFY (414,604 GPD). The amount of public/private areas within the development is approximately 130 acres. Using the water use factor of 2.6 acre-feet per acre from the 2010 Integrated Regional Urban Water Management Plan for the Antelope Valley, the water use for these areas is projected to be approximately 336 AFY. Tables 7.3 and 7.4 below outline the water use for the project using the information provided in the 2015 UWMP and the 2010 IRUWMP for the Antelope Valley.



**Table 7-3. Quail Valley Water Demand Within PWD Limit– Using UWMP**

AREAS	Units	Persons Per Unit <sup>1</sup>	Total Area (acres)	UWMP use factor (gpcd) <sup>2</sup>	Total Demand (gal/year)	IRUWMP landscape use factor (ac-ft/ac) <sup>3</sup>	Total Demand (afy)
Single Family Residences	270	3.07		185	55,971,473		172
Rural	54	3.07		185	11,194,295		34
Public/Private:							
HOA Slopes-Landscaping			67.76			2.6	176.2
Common Amenity Area-Landscaping			7.20			2.6	18.7
Recreation Center			2.36			2.6	6.1
<b>Total (acre-ft/year)</b>							<b>407</b>

<sup>1</sup> Source: <http://www.cityofpalmdale.org/Your-City-Hall/Demographics>, Population = 160,020 and Residential Units = 52,115

<sup>2</sup> 2015 UWMP - PWD

<sup>3</sup> 2010 IRUWMPAV – LACWD

**Table 7-4. Quail Valley Water Demand Within AVEK Limit– Using UWMP**

AREAS	Units	Persons Per Unit <sup>1</sup>	Total Area (acres)	UWMP use factor (gpcd) <sup>2</sup>	Total Demand (gal/year)	IRUWMP landscape use factor (ac-ft/ac) <sup>3</sup>	Total Demand (afy)
Single Family Residences	406	3.07		185	84,164,511		258
Rural	0	3.07		185	0		0
Public/Private:							
HOA Slopes-Landscaping			36.21			2.6	94.1
Common Amenity Area-Landscaping			15.60			2.6	40.6
Recreation Center			0.00			2.6	0.0
<b>Total (acre-feet/year):</b>							<b>393</b>

<sup>1</sup> Source: <http://www.cityofpalmdale.org/Your-City-Hall/Demographics>, Population = 160,020 and Residential Units = 52,115

<sup>2</sup> 2015 UWMP - PWD

<sup>3</sup> 2010 IRUWMPAV - LACWD

Using the planned number above, the project's calculated water demand of 586 AFY equates to approximately 73 percent of the 800 AFY planned water demand for the development using the UWMP.

## CONCLUSION

Based on the information provided herein, PWD will have sufficient water supply available to serve the Quail Valley project. The water demand for the Quail Valley project based on projected growth is included in the 2015 Urban Water Management Plan projections for PWD. The water allotment based on the use factors in the UWMP show that the water demand for Quail Valley would be approximately 800 AF/year. The calculated project water demand for the Quail Valley project based on the current layout is 586 AF/year. This project's water usage is approximately 73 percent of the UWMP planned demand for the development, and is more in line with the actual GPCD use that is being experienced today. Based on these water demand projections, there is a sufficient supply of water to meet the project's needs.

## REFERENCES

2015 Urban Water Management Plan for Palmdale Water District, Adopted June 2016; Prepared by Kennedy/Jenks Consultants.

Memorandum of Understanding Regarding Urban Water Conservation in California; Adopted September 1991; Amended January 4, 2016; California Urban Water Conservation Council.

2010 Integrated Regional Urban Water Management Plan for the Antelope Valley, June 2011; LA County, Department of Public Works, Waterworks District No. 40; Quartz Hill Water District.

## TECHNICAL APPENDICES

The following technical appendices are included:

- Appendix A: Preliminary Residential Landscape Water-Use Estimate
- Appendix B: Preliminary Recreation Center and Irrigation Water-Use Estimate
- Appendix C: District Boundary Location Map

## **APPENDIX A: PRELIMINARY RESIDENTIAL LANDSCAPE WATER-USE ESTIMATE**

---

# RESIDENTIAL EXTERIOR LANDSCAPING

SINGLE-FAMILY		Total Landscape Area 1,900 sf			Evapotranspiration 68.6 in/yr			
Landscape Area	Landscape Description	Percent of Total Area	Proposed Landscape Area	Irrigated Area	Plant Type	Irrigation Efficiency	Annual Totals	
		%	Sq Ft	Sq Ft	(KL)	(IE)	Inches	Gallons
Turfgrass	Warm Season Turf	30%	570.00	570.00	0.60	0.60	69	24,372
Groundcover	Various Shrubs & Groundcover	70%	1330.00	1330.00	0.50	0.75	46	37,912
Totals				1900.0	62,285			
							Annual Acre-feet per DU 0.191	

RURAL		Total Landscape Area 10,000 sf			Evapotranspiration 68.6 in/yr			
Landscape Area	Landscape Description	Percent of Total Area	Proposed Landscape Area	Irrigated Area	Plant Type	Irrigation Efficiency	Annual Totals	
		%	Sq Ft	Sq Ft	(KL)	(IE)	Inches	Gallons
Turfgrass	Warm Season Turf	30%	3000.00	3000.00	0.60	0.60	69	128,275
Groundcover	Various Shrubs & Groundcover	70%	7000.00	7000.00	0.50	0.75	46	199,539
Totals				10000.0	327,814			
							Annual Acre-feet per DU 1.006	

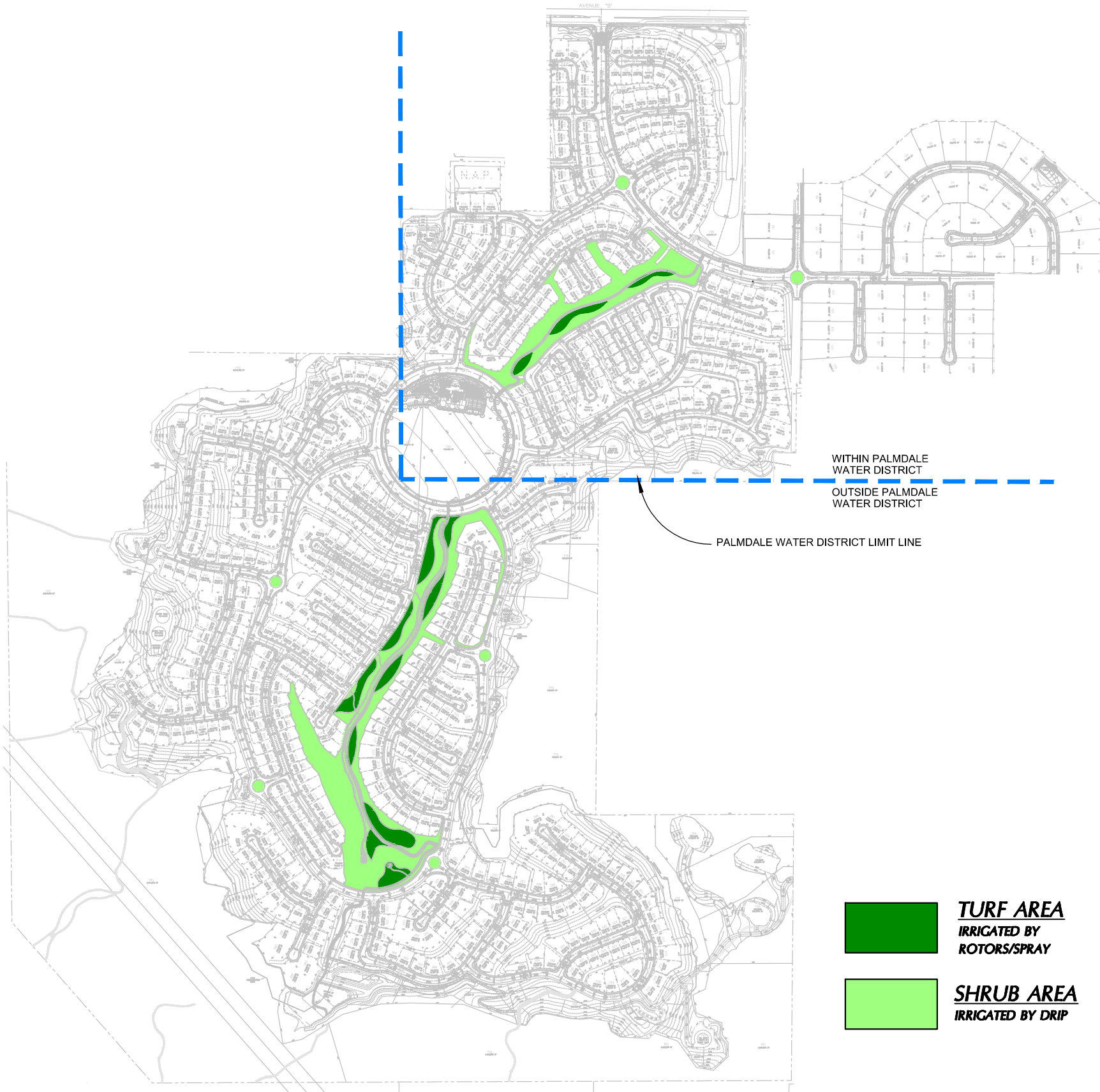
## Assumptions

Turf Quality 0.6 = Fair to Good  
 Irrigation Efficiency 0.75 = Drip, Sprinkler: Good  
 Evapotranspiration 68.6 = ET less effective rainfall (30%)

Source: California Irrigation management Information System (CIMIS)

**APPENDIX B: PRELIMINARY RECREATION CENTER AND IRRIGATION WATER-USE  
ESTIMATE**


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WATER USE EXHIBIT - COMMON AMENITY AREAS - 23 ACRES

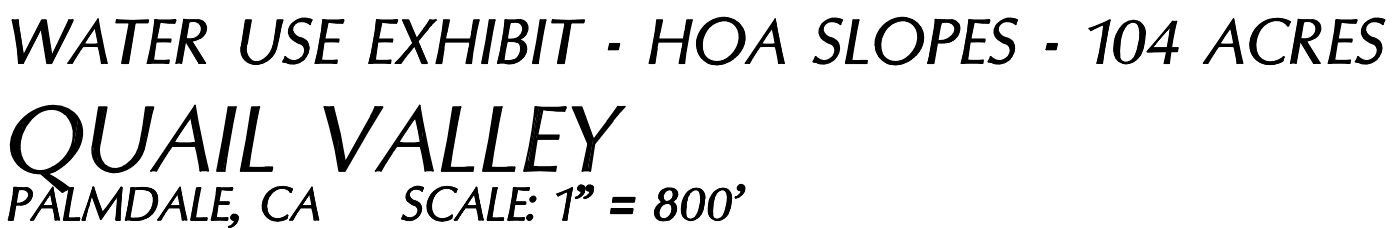
QUAIL VALLEY

PALMDALE, CA      SCALE: 1" = 800'

California Water Efficient Landscape Worksheet							
COMMON AMENITY AREAS -WITHIN PALMDALE WATER DISTRICT							
Reference Evapotranspiration (ET <sub>o</sub> )		66.2		Project Type		Residential	
Hydrozone # / Planting Description <sup>a</sup>		Plant Factor (PF)	Irrigation Method <sup>b</sup>	Irrigation Efficiency (IE) <sup>c</sup>	ETAF (PF/IE)	Landscape Area (Sq. Ft.)	ETAF x Area
							Estimated Total Water Use (ETWU) <sup>d</sup>
Regular Landscape Areas							
Turf Spray		0.8	Overhead	0.75	1.07	33,953	36,217
Shrub Drip (Low Water)		0.2	Drip	0.81	0.25	279,622	69,042
					Totals	313,575	105,259
Special Landscape Areas							
					1		0
					1		0
					1		0
					1		0
					Totals	0	0
ETWU Total							4,320,250
Maximum Allowed Water Allowance (MAWA) <sup>e</sup>							7,078,705
ETAF Calculations							
Regular Landscape Areas							
Total ETAF x Area		105,259					
Total Area		313,575					
Average ETAF		0.34					
All Landscape Areas							
Total ETAF x Area		105,259					
Total Area		313,575					
Average ETAF		0.34					
<div><div>Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.</div><div></div></div>							


California Water Efficient Landscape Worksheet							
COMMON AMENITY AREAS - OUTSIDE PALMDALE WATER DISTRICT							
Reference Evapotranspiration (ET <sub>o</sub> )		66.2		Project Type		Residential	
Hydrozone # / Planting Description <sup>a</sup>		Plant Factor (PF)	Irrigation Method <sup>b</sup>	Irrigation Efficiency (IE) <sup>c</sup>	ETAF (PF/IE)	Landscape Area (Sq. Ft.)	ETAF x Area
							Estimated Total Water Use (ETWU) <sup>d</sup>
Regular Landscape Areas							
Turf Spray		0.8	Overhead	0.75	1.07	181,948	194,078
Shrub Drip (Low Water)		0.2	Drip	0.81	0.25	497,342	122,800
					Totals	679,290	316,878
Special Landscape Areas							
				1		0	0
				1		0	0
				1		0	0
				1		0	0
					Totals	0	0
ETWU Total							13,005,955
Maximum Allowed Water Allowance (MAWA) <sup>e</sup>							15,334,428
ETAF Calculations							
Regular Landscape Areas							
Total ETAF x Area		316,878					
Total Area		679,290					
Average ETAF		0.47					
All Landscape Areas							
Total ETAF x Area		316,878					
Total Area		679,290					
Average ETAF		0.47					
<div>Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.</div>							
<div> SUMMERS/MURPHY &amp; PARTNERS INC. LANDSCAPE ARCHITECTS</div>							





California Water Efficient Landscape Worksheet							
HOA SLOPES - OUTSIDE PALMDALE WATER DISTRICT							
Reference Evapotranspiration (ET <sub>o</sub> )		66.2		Project Type		Residential	
Hydrozone # / Planting Description <sup>a</sup>		Plant Factor (PF)	Irrigation Method <sup>b</sup>	Irrigation Efficiency (IE) <sup>c</sup>	ETAF (PF/IE)	Landscape Area (Sq. Ft.)	ETAF x Area
						Estimated Total Water Use (ETWU) <sup>d</sup>	0.55
<b>Regular Landscape Areas</b>							
Turf Spray	0.8	Overhead	0.75	1.07	0	0	0
Shrub MPR (Low Water)	0.2	Overhead	0.75	0.27	2,951,544	787,078	32,304,846
					Totals	2,951,544	787,078
<b>Special Landscape Areas</b>							
				1		0	0
				1		0	0
				1		0	0
				1		0	0
					Totals	0	0
						<b>ETWU Total</b>	<b>32,304,846</b>
						<b>Maximum Allowed Water Allowance (MAWA)<sup>e</sup></b>	<b>66,628,745</b>
<b>ETAF Calculations</b>							
Regular Landscape Areas							
Total ETAF x Area	787,078						
Total Area	2,951,544						
Average ETAF	0.27						
All Landscape Areas							
Total ETAF x Area	787,078						
Total Area	2,951,544						
Average ETAF	0.27						

**Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.**



# Potable Water Usage for Quail Valley Rec. Center

## Rec Center Potable Water Use:

### Pool

36' x 73' will lose an average of 600 gallons per day from evap./splashing = 600 Gal./Day

### Rec. Facilities Building: 1

Kitchen Sink 1 Total - (Daily Uses – 50) x (GPM – 2.5 x .2 (12 Sec. Use) = 25 Gal./Day

### Restrooms/Showers

Ultra Low Flow Water Toilet (M) 1 x (Daily Uses – 20) x (GPF - .8) = 24 Gal./Day

Ultra Low Flow Water Toilet (W) 2 x (Daily Uses – 50) x (GPF - .8) = 48 Gal./Day

Waterless Urinal (Mens) – 2 Total 1 x (Daily Uses – 30) x (GPF - 0) = 0 Gal./Day

Lavatory – 2 Total x (Daily Uses – 25) x (GPM – 2.5 x .2 (12 Sec. Use) = 25 Gal./Day

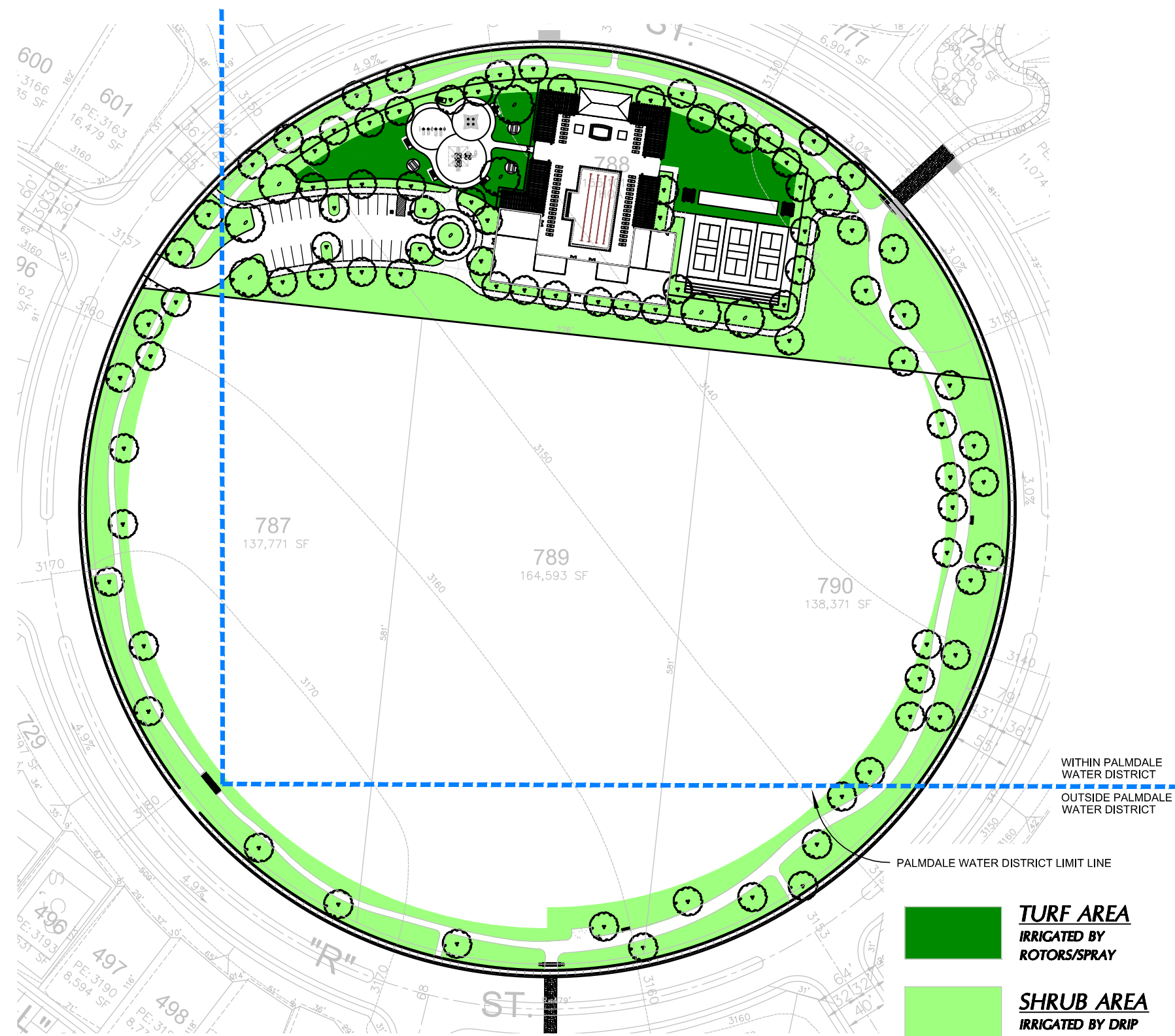
Drinking Fountains – 2 Total x (Daily Uses – 150) x (GPM – 1 x .08(5 Sec. Use) 24 Gal./Day

Showers – 4 Total x (Daily Uses – 20) x (GPM – 2.5 x 5(300 Sec. Use) = 1000 Gal./Day

**Total Daily Domestic Water Usage when in use = 1,746 Gal./Day**

**Estimated Days of Use Per Year = 160**


**Total Yearly Domestic Water Usage = 279,360 Gal./Year**



WATER USE EXHIBIT - RECREATION CENTER - 2.36 ACRES

**QUAIL VALLEY**

PALMDALE, CA      SCALE: 1" = 120'

California Water Efficient Landscape Worksheet							
RECREATION CENTER - WITHIN PALMDALE WATER DISTRICT							
Reference Evapotranspiration (ET <sub>o</sub> )		66.2		Project Type		Residential	
						0.55	
Hydrozone # / Planting Description <sup>a</sup>	Plant Factor (PF)	Irrigation Method <sup>b</sup>	Irrigation Efficiency (IE) <sup>c</sup>	ETAF (PF/IE)	Landscape Area (Sq. Ft.)	ETAF x Area	Estimated Total Water Use (ETWU) <sup>d</sup>
<b>Regular Landscape Areas</b>							
Turf Spray	0.8	Overhead	0.75	1.07	16,533	17,635	723,819
Shrub Drip (Low Water)	0.2	Drip	0.81	0.25	86,460	21,348	876,213
				Totals	102,993	38,983	1,600,033
<b>Special Landscape Areas</b>							
				1		0	0
				1		0	0
				1		0	0
				1		0	0
				Totals	0	0	0
<b>ETWU Total</b>							<b>1,600,033</b>
<b>Maximum Allowed Water Allowance (MAWA)<sup>e</sup></b>							<b>2,324,985</b>
<b>ETAF Calculations</b>							
Regular Landscape Areas							
Total ETAF x Area	38,983						
Total Area	102,993						
Average ETAF	0.38						
All Landscape Areas							
Total ETAF x Area	38,983						
Total Area	102,993						
Average ETAF	0.38						
<div><b>Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.</b></div>							
<div> SUMMERS/MURPHY &amp; PARTNERS INC. LANDSCAPE ARCHITECTS</div>							




**NOTE:**  
ALL LANDSCAPE IRRIGATION WATER AREAS FOR THE REC CENTER WILL BE INCLUDED AS PART OF THE PALMDALE WATER DISTRICT AND NOT SEPARATED FROM AREAS OCCURRING OUTSIDE THE PALMDALE WATER DISTRICT LIMIT LINE

## **APPENDIX C: DISTRICT BOUNDARY LOCATION MAP**

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LEGEND

-  PRESSURE ZONE BOUNDARY
-  PALMDALE WATER DISTRICT BOUNDARY
-  LOTS IN PALMDALE WATER DISTRICT

PZ 1  
137 LOTS

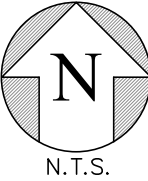
PWD  
LOTS 324

NON-PWD  
LOTS 406

PZ 2  
337 LOTS

PZ 3  
256 LOTS

QUAIL VALLEY  
LOTS AND BOUNDARY OF PWD



# **Term Sheet for Retail Water Service and Imported Water Supply for the Proposed Quail Valley Planned Development**

## **Parties and Purpose**

This Term Sheet is made by and between the Antelope Valley-East Kern Water Agency ("AVEK") and Palmdale Water District ("PWD"). The purpose of this Term Sheet is to set forth the terms by which PWD will provide retail water service to the proposed Project (defined below).

## **Project Description**

The proposed Quail Valley Planned Development ("Project") is located partially within the PWD boundary and partially within the AVEK State Water Supply Contract service area boundary. Based on information provided by the Developer, 324 lots are within PWD's boundary and 406 lots are within AVEK's boundary.

## **Boundaries and Property Taxes**

PWD and AVEK will retain their respective State Water Supply Contract service area boundaries as recognized by each of their Water Supply Contracts with the State of California, Department of Water Resources, and both agencies will retain their proportionate share of property taxes associated with said boundaries.

## **Retail Water Service**

PWD has expressed an interest in providing retail water service to all 730 lots within the Project. PWD has included the proposed Project water demands in its current Urban Water Management Plan and through a project specific Water Supply Assessment (WSA). PWD will maintain, own, and operate the pipelines, boosters, reservoirs and all appurtenances including infrastructures upgrades and upsizing -required to provide retail water service to the entire Project and therefore assess the Project developer its "Infrastructure" component of the capital improvement fees on the entire Project.

## **Water Supply**

The WSA prepared by PWD estimates a Project water demand of 323 Acre-Feet per Year within the AVEK service area boundary. PWD and AVEK will coordinate to establish an imported water supply exchange agreement to ensure that the imported water supply provided to meet the water demands of the Project complies with their existing State Water Supply Contracts.

PWD and AVEK will each assess the Project developer their respective water supply capacity fees for those portions of the Project water demands within each of their respective service area boundaries. In order to fund the necessary local water supply projects not captured by these fees, PWD will also assess the Project developer its portion of the "local water supply" component of their water supply capacity fee for the Project water demands within the AVEK service area boundary.

## **Acceptance of Terms**

Parties acceptance of the above terms and conditions:

Antelope Valley-East Kern Water Agency

Palmdale Water District

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**P A L M D A L E   W A T E R   D I S T R I C T**  
**B O A R D   M E M O R A N D U M**

**DATE:** December 10, 2019 **December 16, 2019**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Claudia Bolanos, Resource and Analytics Supervisor  
**VIA:** Mr. Peter Thompson II, Resource and Analytics Director  
Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 9.3 – CONSIDERATION AND POSSIBLE ACTION ON RESOLUTION NO. 19-18 BEING A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT APPROVING WAIVER OF THE DISTRICT’S BID PROCUREMENT AND CHANGE ORDER POLICY FOR THE CONSTRUCTION OF THE WATER CONSERVATION AND EDUCATION GARDEN AT 2005 EAST AVE Q, PALMDALE. (NO BUDGET IMPACT – RESOURCE & ANALYTICS SUPERVISOR BOLANOS/RESOURCE AND FACILITIES COMMITTEE).***

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**Recommendation:**

Staff and the Resource and Analytics Committee recommend the Board approve Resolution No. 19-18 Approving Waiver of the District’s Bid Procurement and Change Order Policy for the construction of the Water Conservation and Education Garden.

**Alternative Options:**

Requests for Proposals could be issued for the construction of the Water Conservation and Education Garden.

**Impact of Taking No Action:**

Construction of the Water Conservation and Education Garden will be delayed.

**Background:**

The Water Use Efficiency team worked with local landscaping professionals, GreenBee Nursery and Denise K. Designs, who donated their time and expertise to help bring a plan together for a Water Conservation and Education Garden. This effort has been going on for roughly two years. GreenBee Nursery and Denise K. Designs are both prominent local businesses that have done excellent work in developing landscapes for customers participating in PWD’s Water Wise Landscape Rebate Program.

BOARD OF DIRECTORS  
PALMDALE WATER DISTRICT

VIA: Mr. Peter Thompson II, Resource and Analytics Director  
Mr. Dennis D. LaMoreaux, General Manager

December 10, 2019

Due to the combination of GreenBee Nursery and Denise K Design's willingness to engage in the long task of conceptualizing the design for the garden and their demonstrated expertise in developing proven Water Wise landscapes, staff is recommending that the Board approve Resolution No. 19-18. This will allow staff the opportunity to expeditiously enter into a contract with GreenBee Nursery for the construction of the proposed Water Conservation and Education Garden.

**Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 5 – Regional Leadership.  
This item directly relates to the District's Mission Statement.

**Budget:**

Construction of the Water Conservation and Education Garden is under 2019 Budget Item No. 1-07-4190-500.

**Supporting Documents:**

- Resolution No. 19-18 being a Resolution of the Board of Directors of the Palmdale Water District Approving Waiver of District Bid Procurement and Change Order Policy.
- Water Conservation and Education Garden PowerPoint presentation.



**RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE  
WATER DISTRICT APPROVING WAIVER OF DISTRICT BID  
PROCUREMENT AND CHANGE ORDER POLICY  
RESOLUTION NO. 19-18**

**WHEREAS**, the Board of Directors of the Palmdale Water District (“District”) has previously adopted a Bid Procurement and Change Order Policy, as fully set forth in Appendix M of the District’s Rules and Regulations; and

**WHEREAS**, the District’s Bid Procurement and Change Order Policy requires solicitation of bids for any project the District undertakes which has an estimated cost in excess of \$25,000 and the subsequent letting of any contract for such a project to the lowest responsible bidder; and

**WHEREAS**, Section VI of the District’s Bid Procurement and Change Order Policy provides that notwithstanding that policy, all contracts for projects the District undertakes may be made or entered into upon such terms and conditions and in such manner as the Board of Directors determines is in the best interest of the District; and

**WHEREAS**, due to the support and effort put forth by local landscape experts, GreenBee Nursery and Denise K. Designs, that have donated their time, expertise, and have worked closely with staff for over two years to present a completed plan, staff has recommended a contract be awarded to GreenBee Nursery as the design contractor for this work; and

**WHEREAS**, the District has received a proposal from GreenBee Nursery for the construction of a Water Conservation and Education Garden at 2005 East Avenue Q, Palmdale, which District staff has reviewed and believes to be fair and reasonable.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT DOES HEREBY RESOLVE** that it is in the District’s best interest to waive the District’s Bid Procurement and Change Order Policy in connection with the construction of the Water Conservation and Education Garden in an amount not-to-exceed \$118,895.00 for the construction of these improvements.

**PASSED AND ADOPTED** by the Board of Directors of the Palmdale Water District this 16<sup>th</sup> day of December, 2019.

\_\_\_\_\_  
Vincent Dino, President, Board of Directors

ATTEST:

\_\_\_\_\_  
Don Wilson, Secretary, Board of Directors

APPROVED AS TO FORM:

\_\_\_\_\_  
Aleshire & Wynder, LLP



PALMDALE WATER DISTRICT  
A CENTURY OF SERVICE

# Conservation and Education Garden

WATER USE EFFICIENCY GROUP



# Current View



**PALMDALE WATER DISTRICT**  
A CENTURY OF SERVICE

# Water Awareness Education



PALMDALE WATER DISTRICT  
A CENTURY OF SERVICE



# Workshops for our Public



PALMDALE WATER DISTRICT  
A CENTURY OF SERVICE

# District Events



PALMDALE WATER DISTRICT  
A CENTURY OF SERVICE

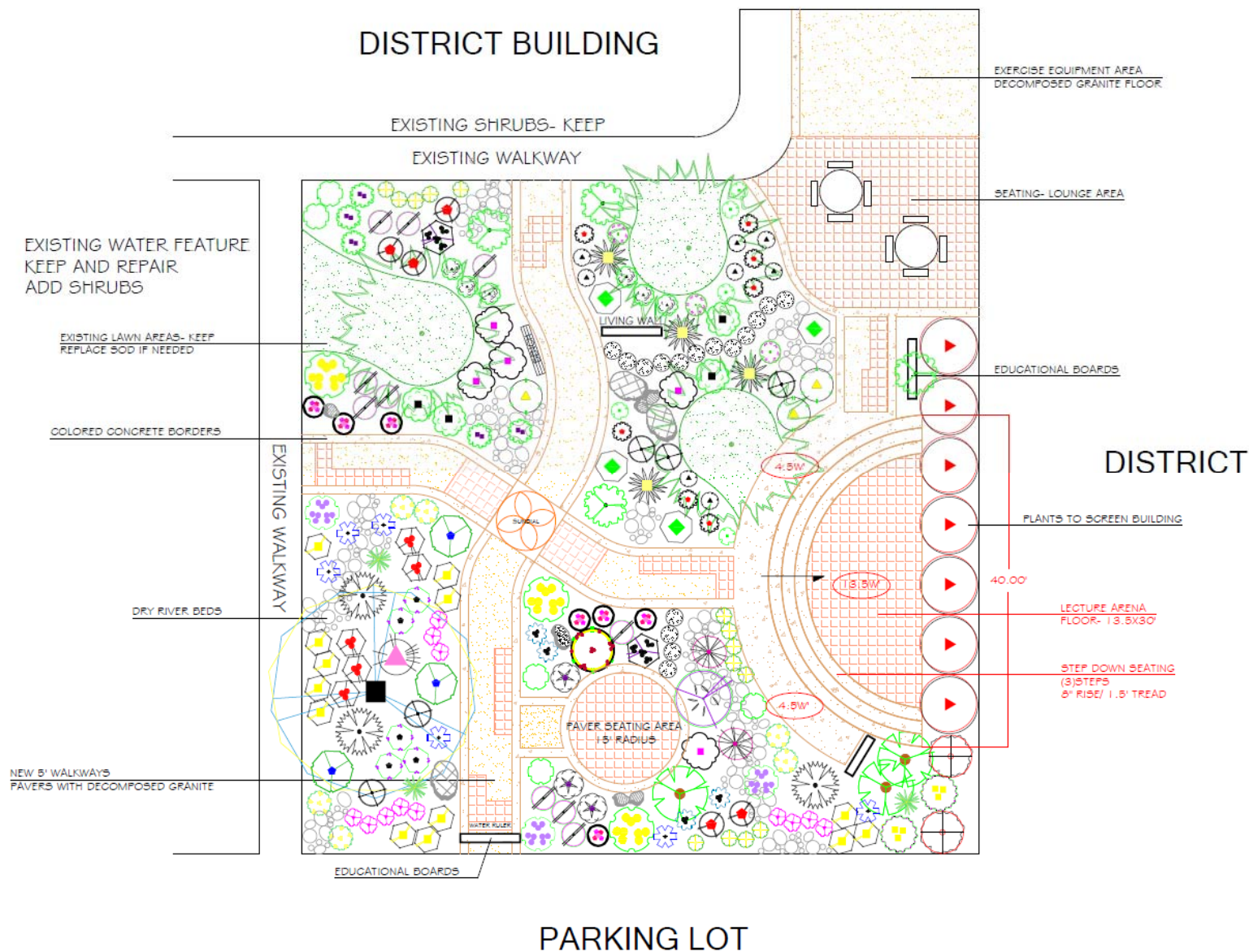
# Employee Lounge Area



**PALMDALE WATER DISTRICT**  
A CENTURY OF SERVICE



# Proposed Design





# Lecture Arena



PALMDALE WATER DISTRICT  
A CENTURY OF SERVICE

# Shade Structure Example





# Drought Tolerant Living Wall



PALMDALE WATER DISTRICT  
A CENTURY OF SERVICE

# Drought Tolerant Plants



Lantana  
“New Gold”



Senna  
Nemophila



Perovskia  
“Russian Sage”



Lantana  
“American Red”



PALMDALE WATER DISTRICT  
A CENTURY OF SERVICE



# Dry Creek Bed Examples



PALMDALE WATER DISTRICT  
A CENTURY OF SERVICE



# Memorial Garden – Phase II



PALMDALE WATER DISTRICT  
A CENTURY OF SERVICE

# Community Partnership

- Brad Hayes – GreenBee Landscape
- Denise Keef – Denise K. Designs
- Rob Schrader- AV Garden & Turf
- AVRCD - Antelope Valley Resources Conservation District



PALMDALE WATER DISTRICT  
A CENTURY OF SERVICE

# Timeline and Cost for Phase I

- Timeline: 10 weeks from commencement to finish
- Cost: \$93,895
- In 2019 Budget



PALMDALE WATER DISTRICT  
A CENTURY OF SERVICE





PALMDALE WATER DISTRICT  
A CENTURY OF SERVICE

Thank you!



**P A L M D A L E   W A T E R   D I S T R I C T**  
**B O A R D   M E M O R A N D U M**

**DATE:** December 10, 2019 **December 16, 2019**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Claudia Bolanos, Resource and Analytics Supervisor  
**VIA:** Mr. Peter Thompson II, Resource and Analytics Director  
Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 9.4 – CONSIDERATION AND POSSIBLE ACTION ON AUTHORIZING STAFF TO ENTER INTO A CONTRACT FOR THE CONSTRUCTION OF THE WATER CONSERVATION AND EDUCATION GARDEN AT 2005 EAST AVENUE Q, PALMDALE. (\$118,895.00 – BUDGETED – RESOURCE AND ANALYTICS SUPERVISOR BOLANOS/RESOURCE AND FACILITIES COMMITTEE)***

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**Recommendation:**

Staff and the Resource and Facilities Committee recommend the Board approve the Landscape Proposal and Agreement with GreenBee Nursery for the construction of the Water Conservation and Education Garden at 2005 East Avenue Q, Palmdale in the not-to-exceed amount of \$118,895.00 (Budgeted).

**Alternative Options:**

Requests for Proposals could be issued for the construction of the Water Conservation and Education Garden.

**Impact of Taking No Action:**

Construction of the Water Conservation and Education Garden will be delayed.

**Background:**

The Water Use Efficiency team worked with local landscaping professionals, GreenBee Nursery and Denise K. Designs, who donated their time and expertise to help bring a plan together for a Water Conservation and Education Garden. This effort has been going on for roughly two years. GreenBee Nursery and Denise K. Designs are both prominent local businesses that have done excellent work in developing landscapes for customers participating in PWD's Water Wise Landscape Rebate Program.

The proposed Water Conservation and Education Garden will provide a space where customers can view high quality, aesthetically pleasing, water wise landscapes that can withstand the

BOARD OF DIRECTORS  
PALMDALE WATER DISTRICT

VIA: Mr. Peter Thompson II, Resource and Analytics Director  
Mr. Dennis D. LaMoreaux, General Manager

December 10, 2019

Antelope Valley weather. This ties directly with promoting our Water Wise Landscaping Rebate Program. It will provide a needed educational space to gather school classes and civic groups for workshops and presentations, and it will also provide a positive example for our customers by putting Water Wise Landscape principles into practice at PWD.

Today we have the plans and the proposal for the Conservation and Education Garden that will serve as the hub for the District's water education programs.

**Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 1 - Water Resource Reliability and Strategic Initiative No. 5 – Regional Leadership.

This item directly relates to the District's Mission Statement.

**Budget:**

This project is under 2019 Budget Item No. 1-07-4190-500.

**Supporting Documents:**

- Landscape Proposal and Agreement.
- Phase 1 – Planting Plan.



2505 East Ave. Q Palmdale Ca. 93550

p.661-274-2331 f.661-274-1919

greenbeelandscapes.com

C27-934007

## LANDSCAPE PROPOSAL AND AGREEMENT

This agreement is by and between Greenbee Landscape and \_\_\_\_\_ Attention Claudia and Robert  
hereinafter called "contractor" and "owner". \_\_\_\_\_ Attention Claudia and Robert

CID number \_\_\_\_\_ (Phone) (661) 947-4111

Job Address \_\_\_\_\_ (email) ltrevino@palmdalewater.org

2029 East avenue Q Palmdale, Ca. 93550

Address

City

State

Zip

Cross Streets \_\_\_\_\_

**Description of work: Contractor shall complete one landscape package including: all labor, materials and equipment necessary to install items described in paragraph below, at the above referenced job address, per approved plans, specifications attachments here to other.**

<i>Demonstration Garden as designed including</i>		
Site preparation: Grading, demo and excavation, haul away as necessary to clear debris (3 days)		\$6,162.00
Lecture arena complete including all concrete walls, steps and pavers		\$30,912.00
App. 750 sq. ft. border and flat upper arena walkway including texture and color		\$11,250.00
App. 1045 sq. ft. Orco or equal pavers installed		\$20,900.00
16 stepping stones app. 12" X 12" sandset in planter (25 days)		\$80.00
App. 787 sq. ft. 'Spice' stabilized (Poly Pavement) decomposed granite pathways		\$3,935.00
App. 316 sq. ft. mixed size river rock ribbons set over 4" bed of pea gravel, concave app. 6" below finish grade. (Permanent and permeable, to capture water and allow for reclamation)		\$2,844.00
App. 116 lineal ft. composite edging mowstrip along all lawn borders (4 days)		\$580.00
2 24" box trees installed		\$900.00
186 5 gallon shrubs installed (4 days)		\$8,370.00
Point to point irrigation installed throughout renovated areas (3 days)		\$3,572.00
8 18-24" boulders installed, app. 1/3 buried in ground for natural look		\$640.00
Upgrade, remodel irrigation to lawn areas (MP Rotator heads, etc.) (2 days)		\$950.00
Block wall app. 8" Wide x app. 36" high x app. 40' long including smooth brown coat finish (To have the appearance of smooth concrete, like solid concrete steps/seats in arena) (4 days)		\$2,800.00
*Note- This garden is permeable throughout, including paver floor in arena, to allow for water recapture and therefore built-in drainage.		
App. 16' X 40' aluminum pergola with steel post and beam inserts customer choice color installed complete (does not include engineering or permits) (8 days)		\$25,000.00
*Note- This garden is permeable throughout, including paver floor in arena, to allow for water recapture and therefore built-in drainage.		
		<u>\$118,895.00</u>

**Time for starting and completing project: Work shall commence within ten days after**  
the last to occur of the following:

- (1) Receipt by the contractor of all necessary building permits.
- (2) Receipt by the contractor of notice from lender, lien holder and/or title company (if any) that all documents required to be recorder prior to commencement of construction have been properly recorded.
- (3) Owner has complied with all terms and conditions of the agreement to date.
- (4) Receipt of all construction funds by escrow or funding control (if any).

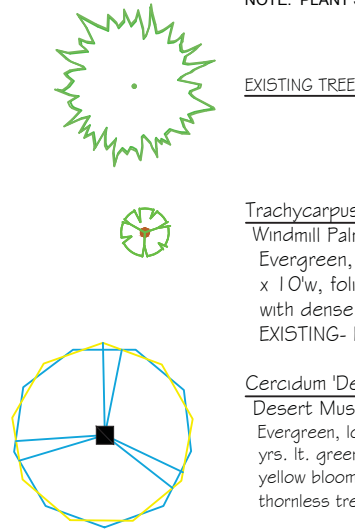
Accepted by: \_\_\_\_\_  
Owner/Buyer signature Date

Accepted by: \_\_\_\_\_  
Brad Hayes, President, Greenbee Landscape, Inc. Date



PLANT KEY

NOTE: PLANT SIZES ARE RECOMMENDATIONS. PLANT SELECTION MAY CHANGE DUE TO AVAILABILITY



SHRUBS (57)

Palm Springs Garden

- Agave parryi (6) 5 gal.
- Fairy's Agave
- Evergreen, low water to 1.5h x 2.5w, stiff fleshy leaves with sharp points.
- Agave murphyi "Engard" (3) 5 gal.
- Variagated Foliolam Agave
- Evergreen, low water to 3h x 3w, green blue-green foliage, teeth are small, terminal spine is short.
- Berberis thunbergii "Common Pyram" (12) 5 gal.
- Pygmy Japanese Barberry
- Deciduous, low to med. water, 1.5-2h x 2.5-3w, foliage is red.
- Ceanothus pulcherrimus (2) 5 gal.
- Red Bird of Paradise Bush
- Deciduous, med. water, fast growth 6' x6', cut back in winter for orange-red bloom in summer-fall.
- Celtis Santa Cruz (5) 5 gal.
- Santa Cruz Kidneytree
- Evergreen, low water, compact shrub 3h x 3w, fuzzy gray leaves, deep purple flower.
- Dalea Capitata "Sierra Gold" (13) 5 gal.
- Sierra Gold Trailing Indigo Bush
- Evergreen, low water to 2h x 2w, light green foliage has lemon scent, yellow flowers spring & fall.
- Hesperaloe parviflora (5) 5 gal.
- Red Yucca
- Evergreen, low water, to 3-4h x 3-4w, gray-green leaf clumps bearing bright red flowers on 5' spikes, spring-summer. Remove spent flower spikes to prolong bloom time.
- Santolina chamaecyparissus "Nana" (6) 5 gal.
- Dwarf Lavender Cotton
- Evergreen, low water, to 1h x 2-3w, whitish gray leaves, yellow button flowers, spring.
- Senecio nemophila (Cassia) (2) 5 gal.
- Desert Cassia
- Evergreen, low water to 20", 3-5h x 3-5w, green leaves, yellow flowers, spring-summer.
- Yucca filamentosa (3) 5 gal.
- Adam's Needle Yucca
- Evergreen, low water to 5", to 2.5h x 5w, stiff dark green leaves to 1.5' long, yellowish-white flowers in late spring.

BOULDERS

BURY 1/3 FOR A NATURAL LOOK. SEE PLAN FOR LOCATIONS.

- 12-18"
- 18-24"
- 30-36"
- STEP STONE 2x2

DRY RIVER BED- ARIZONA RIVER ROCK

SHRUBS (68)

Forever Green

- Abelia grandiflora Edward Goucher (5) 5 gal.
- Pink Abelia
- Semi-evergreen, med. water to 4.5h x 4.5w, reddish-green leaves with pink flowers, spring-summer.
- Baccharis pilularis (3) 5 gal.
- Dwarf Coyote Bush
- Evergreen, low water, bright green mat to 1-2h x 4-6w, best to shear yearly in early spring.
- Cotoneaster dammeri Lowfast (4) 5 gal.
- Lowfast Cotoneaster
- Evergreen to semi-evergreen, med water, to 1h x 6-8w, fast prostrate growth, green foliage turning red in winter, white flowers followed by red berries fall-winter.
- Dietes bicolor (4) 5 gal.
- Bicolor Forsythia Lily
- Evergreen, med. water, basal growth to 4h x 4w, long slender leaves, cream flowers, spring.
- Eucynchos fortunei Emerald 'n Gold (5) 5 gal.
- Emerald 'n Gold Wintercreeper
- Evergreen, med. water, dense growing-erect vine to 2h x 4-5w, deep green leaves edged in gold, turns pinkish-red in fall.
- Eucynchos japonica microphylla (5) 5 gal.
- Boxed Eucynchos
- Evergreen, med. water to 1-2h x 2w, deep green foliage with a splash of white, can be hedged.
- Eucynchos japonica microphylla unguata (6) 5 gal.
- Variagated Boxed Eucynchos
- Evergreen, med. water to 1-2h x 2w, deep green foliage with a splash of white, can be hedged.
- Juniperus sabina "Buffalo" (4) 5 gal.
- Buffalo Juniper
- Evergreen, med. water to 1h x 8w, soft leathery bright green foliage.
- Myrtus communis Compacta (5) 5 gal.
- Compact Myrtle
- Evergreen, low water, 3h x 3w, deep green compact hedge. Small white flower in summer, purple berry in fall.
- Nandina domestica "Firepower" (7) 5 gal.
- Firepower Heavenly Bamboo
- Evergreen, med. water to 2.5h x 2.5w, coarse foliage is reddish-green in summer, brilliant red in winter.
- Photinia fraseri (7) 5 gal.
- Fraser's Photinia
- Evergreen, med. water, fast growth to 10-15h x spreading wider, new growth leaves are bronze turning green with age, inconspicuous cream flowers in spring.
- Pittosporum tobira "Cream de Mint" (6) 5 gal.
- Cream de Mint Tobira
- Evergreen, med. water to 1-2h x 2.5w, dense growth gray-green leaves have white edging.
- Pittosporum tobira "Wheeler's Dwarf" (4) 5 gal.
- Wheeler's Dwarf Tobira
- Evergreen, med. water to 2-3h x 4-5w, dense growth, med. green leaves.
- Rapahoele indica "Ballena" (3) 5 gal.
- Ballena Indian Hawthorne
- Evergreen, med. water, low growing to 2h x 2-3w, green leaves, pink flowers, spring.

SHRUBS (61)

Hummingbirds, Bees and Butterflies

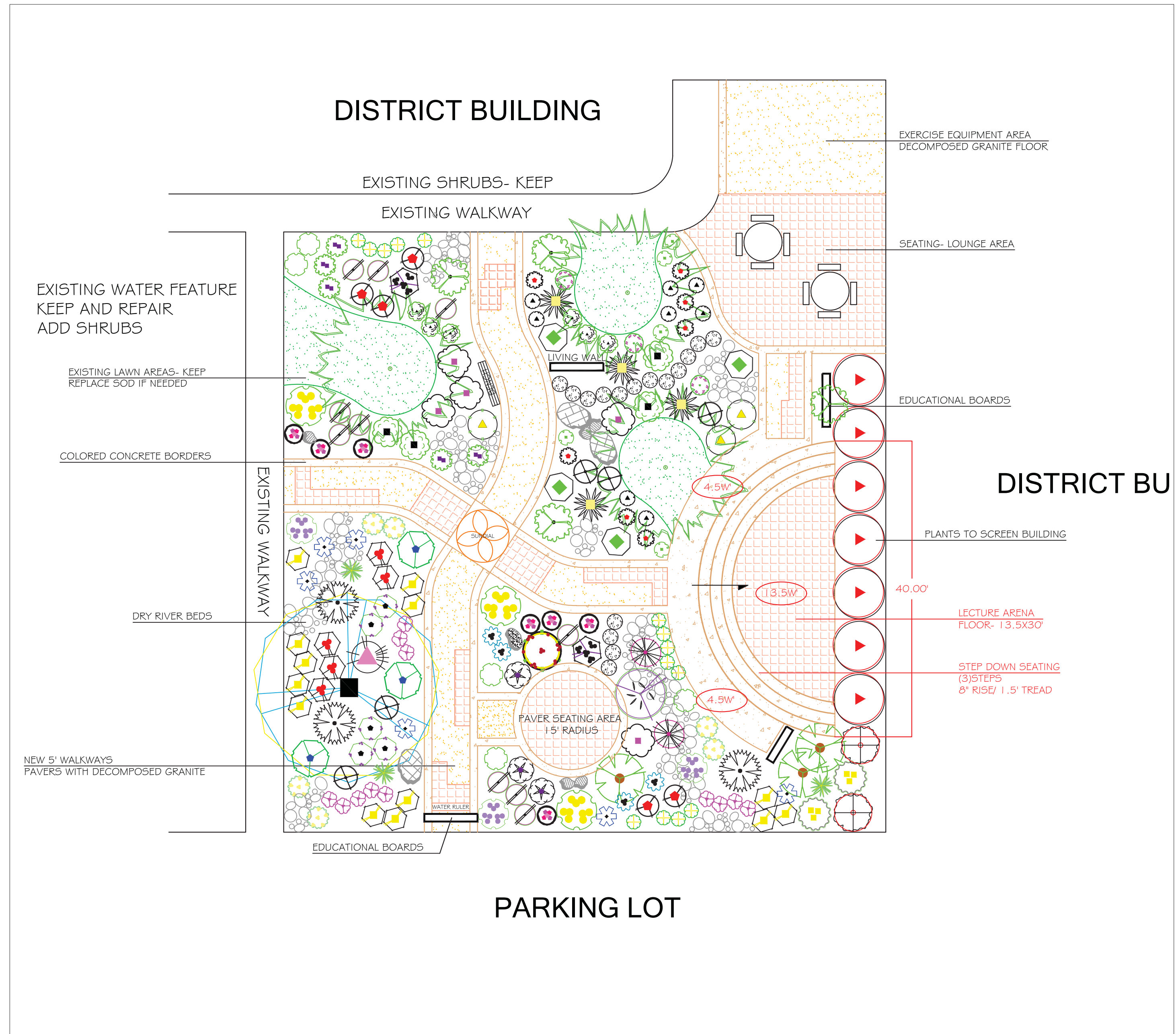
- Achillea millefolium (7) 1 gal.
- Common Yarrow
- Evergreen, med. water to 2.5h x 2.5w, erect plant with narrow green to gray-green leaves, and flat-topped flower clusters in shades of cream to yellow, pink and red.
- Arbutus unedo "Compacta" (1) 1.5 gal.
- Compact Strawberry Tree
- Evergreen, med. water, slow to mod. growth to 6-10h x 5-6w, with twisted trunk and red-brown bark, green foliage, red fleshy fruit like strawberries.
- Buddleia davidii (1) 5 gal.
- Butterfly Bush
- Semi-Evergreen, med. water, 4-6h x 4-6w, tapering green leaves, lavender spike-like fragrant flowers, spring-summer. May die back to ground in cold winters.
- Gallardia encophylla (1) 1.5 gal.
- Pink Fairy Duster
- Evergreen, low water, to 5h x 6w, green leathery leaves, bright deep red stamens. Attracts hummingbirds.
- Chrysantha mexicana (14) 5 gal.
- Damianita
- Evergreen, low water, to 1-6h x 2w, low mound growth, needle like green leaves, turn, bright yellow flowers, spring-fall.
- Lantana camara "American Red" (5) 1 or 5 gal.
- American Red Bush Lantana
- Evergreen, med. water to 1h x 4w, spreading rounded green mound with clusters of red flowers spring to fall.
- Lantana New Gold (3) 1 or 5 gal.
- New Gold Lantana
- Evergreen, med. water to 2-3h x 6-8w, spreading rounded green mound with clusters of golden yellow flowers spring to fall.
- Lantana montevidensis (3) 1 or m5 gal.
- Purple Trailing Lantana
- Evergreen, low-med. water to 2h x 3-5w, spreading rounded green mound with clusters of lavender flowers spring to fall.
- Lavandula stoechas "Otto Quast" (Quastri) (4) 5 gal.
- Otto Quast Spanish Lavender
- Evergreen, med. water, to 2h x 3w, med. green to gray green leaves with maroon blossoms and red-purple bracts spring to fall.
- Lavandula angustifolia (5) 5 gal.
- English Lavender
- Evergreen, med. ater to 3-4h x 3w Gray leaves, lavender flowers in summer.
- Leucophyllum zygophyllum "Cimarron" (10) 5 gal.
- Cimarron Sage
- Semi-evergreen, low water, dense growth to 3h x 3w, cupped gray-green foliage, lt. blue flowers, spring.
- Muhlenbergia capillaris "Regal Mar" (2) 5 gal.
- Regal Mar Pink Muhly
- Semi-evergreen, med-low water, to 3h x 3-6w, deep green narrow leaf grass, leathery rosy-pink flowers, fall.
- Fremontia zapotilla (4) 5 gal.
- Fremont Sage
- Evergreen, med. water to 3-4h x 3-4w, gray-green foliage, lavender-blue flowers like spring-summer.
- Salvia clevelandii (2) 5 gal.
- Cleveland Sage
- Evergreen, low water to 20", to 3-5h x 5-8w, wrinkled gray green fragrant leaves, violet blue flowers in summer, remove faded spikes to prolong bloom.
- Salvia greggii Red (5) 5 gal.
- Red Autumn Sage
- Semi-evergreen, low water, to 2-3h x 2-3w, green leaves, red flowers, spring-fall. Prune in early spring.

GENERAL PLANTING NOTES

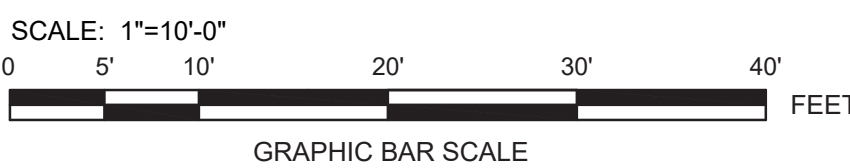
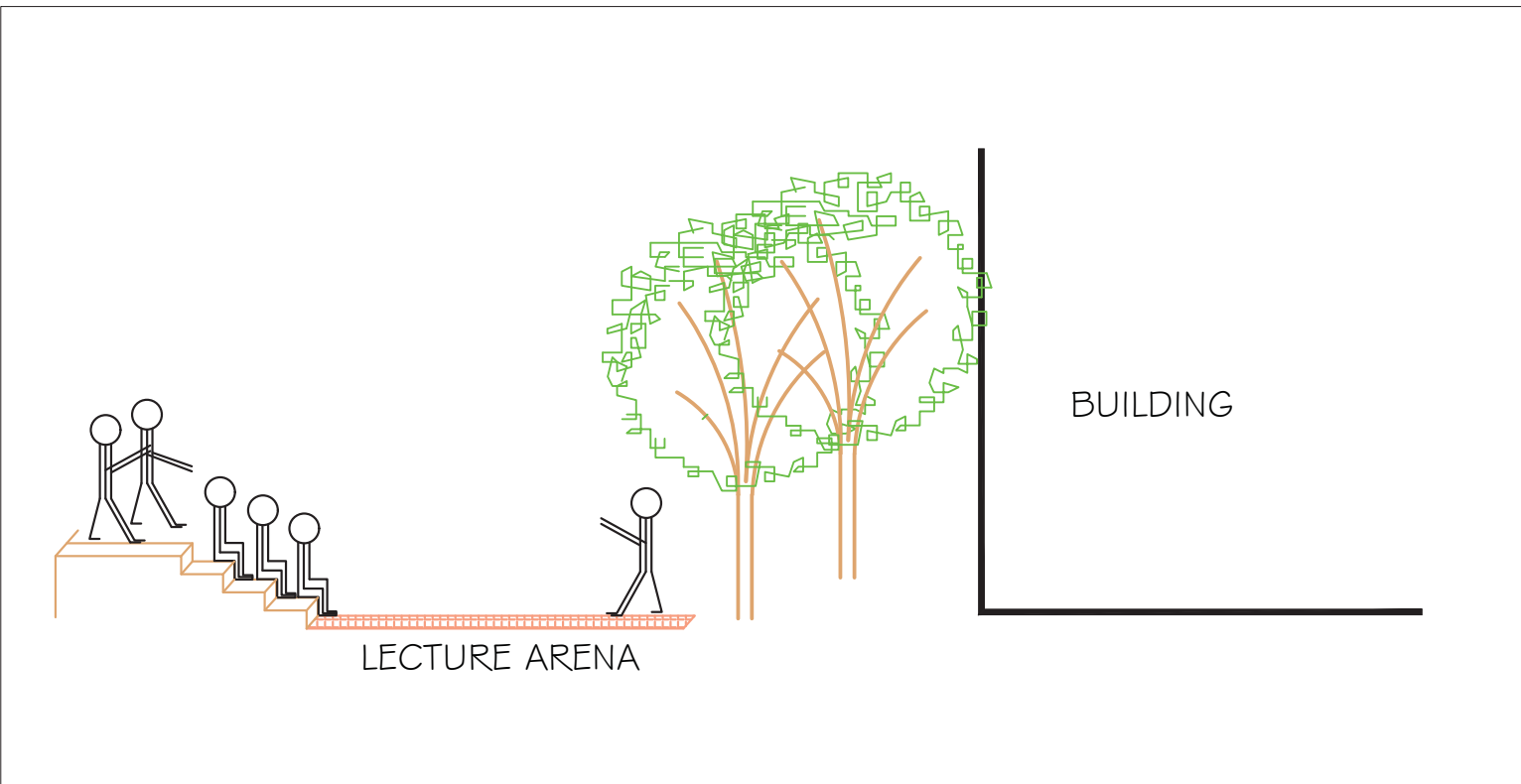
NOTE: THESE NOTES ARE GENERAL AND NOT ALL ITEMS LISTED BELOW APPLY TO THIS SITE.

- LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
- IF THE SITE VARIES FROM THIS PLAN, NOTIFY THE OWNER'S AGENT BEFORE PROCEEDING.
- THE PLANT LIST IS FOR REFERENCE ONLY. ALL QUANTITIES SHALL BE VERIFIED BY PLAN CHECK.
- THE PLANT PITS ARE TO BE TWO TIMES THE WIDTH AND DEPTH OF THE ROOT BALL.
- ONCE THE FINISH GRADE HAS BEEN COMPLETED, THE CONTRACTOR SHALL OBTAIN A SOILS AGRONOMY REPORT FROM SOILS AND PLANT LAB (714) 262-8777 OR OTHER APPROVED SOILS LABORATORY. SOIL PREPARATION SHALL BE AS STATED BELOW UNLESS THE SOILS AGRONOMY REPORT SPECIFICS OTHERWISE.
- TREAT ALL AREAS TO BE PLANTED WITH A PRE-EMERGENT HERBICIDE PER MANUFACTURERS INSTRUCTIONS.
- BEFORE PLANTING, ALL BEDS SHALL BE GRADED TO A SMOOTH EVEN SURFACE, AND DEBRIS REMOVED. POSITIVE DRAINAGE SHALL BE MAINTAINED, AND NO LOW SPOTS WHERE WATER CAN COLLECT WILL BE ACCEPTED.
- TREES SHALL BE LOCATED NOT LESS THAN 7' FROM ADJACENT PROPERTY LINES, 50' FROM BEGINNING OF CURB RETURN ON APPROACH TO AN INTERSECTION, 15' FROM END OF CURB RETURN ON AN EXIT SIDE OF CURB RETURN, 20' FROM LAMP STANDARDS, 10' FROM FIRE HYDRANTS AND DRIVEWAYS, 5' FROM SERVICE WALLS, WATER METERS AND DRAIN PIPES PER CITY REQUIREMENTS.
- TREES PLANTED LESS THAN 9' FROM WALKS, CURBS OR WALLS SHALL HAVE ROOT BARRIERS INSTALLED AS PER MANUFACTURERS INSTRUCTIONS. STAKE ALL TREES WITH TWO STAKES PER CITY OF PALMDALE STD. DETAIL. PLACE STAKES PERPENDICULAR TO THE WIND NORTH AND SOUTH SIDES OF TRUNK UNLESS OTHERWISE NOTED. DO NOT PIERCE THE ROOT BALL WITH THE STAKE. TIE WITH WIRE THROUGH A SECTION OF HOSE, OR OTHER APPROVED METHOD, TO PROTECT THE TRUNK. TREES 36" BOX OR LARGER SHALL BE GUYPED PER CITY STD. DETAIL.
- STREET TREES PLANTED IN THE CITY RIGHT OF WAY SHALL HAVE A ROOT BARRIER AND TWO 4 FOOT SECTIONS OF 4" PERCOLATION PIPE INSTALLED TO PROVIDE DEEP ROOT WATERING.
- BARK MULCH SHALL BE INSTALLED IN A 3" UNIFORM LAYER AFTER SOIL HAS BEEN FINISH GRADED AND TREATED WITH A PRE-EMERGENT HERBICIDE.
- ROCK MULCH SHALL BE INSTALLED IN A 3" UNIFORM LAYER AFTER SOIL HAS BEEN FINISH GRADED AND TREATED WITH A PRE-EMERGENT HERBICIDE. USE WEED BARRIER FABRIC UNDER ALL ROCK MULCH.
- DECOMPOSED GRANITE SHALL BE INSTALLED IN A UNIFORM 2" LAYER MECHANICALLY COMPACTED IN TWO LIFTS WITH STABILIZED BINDER.
- THE PLANTING SHALL BE MAINTAINED IN A HEALTHY CONDITION FOR 30 DAYS AFTER ACCEPTANCE BY OWNER. ANY PLANTED AREAS WILL BE WEED FREE AND WELL WATERED.
- ALL PLANT MATERIAL SHALL BE GUARANTEED FOR 90 DAYS (1 YEAR FOR TREES) AFTER ACCEPTANCE BY OWNER. ANY PLANT NOT IN HEALTHY CONDITION DURING THIS TIME WILL BE REPLACED A NO ADDITIONAL EXPENSE TO THE OWNER.
- ALL WORK SHALL CONFORM TO THE CITY SPECIFICATIONS AND REQUIREMENTS. FOR A CURRENT COPY OF THEIR SPECIFICATIONS AND REQUIREMENTS, CONSULT THE CITY OF PALMDALE'S WEB SITE: <http://www.cityofpalmdale.org/planting/landscape/planting.htm>

DISTRICT BUILDING



PARKING LOT



PHASE I - PLANTING PLAN



REVISIONS

DENISE K. DESIGNS  
CERTIFIED LANDSCAPE DESIGNER  
  
Denise Keef  
41691 Retsina St.  
Palmdale, Ca. 93551  
661-433-9743

OWNERS:  
  
Palmdale Water District  
2029 East Ave. Q  
Palmdale, CA. 93550

PROJECT:  
  
GREENBEE  
LANDSCAPE INC.  
2505 East Ave. Q  
Palmdale, CA. 93550  
661-435-6229

PLANTING  
PLAN

DATE:  
12-2-19

SCALE:  
1"= 10'-0"

PROJECT NO.:  
266

SHEET:  
  
L-1  
  
1 OF 1 SHEETS





**AGENDA ITEM NO. 9.5**  
**Hotel and Travel**  
**Accommodations**

**Event Name/Date:**

Antelope Valley Board of Trade 2020 Business Outlook Conference February 28, 2020

**CONTACT INFORMATION**

First Name

Last Name

Date

**ACCOMMODATION INFORMATION**

*Rooms and rates are subject to availability. Complete and submit this form as soon as possible to guarantee a room at the host hotel. In the event that the host hotel is booked, every effort will be made to secure a room at the closest hotel within comparable rates to the event discounted rate.*

Arrival Date

Departure Date

No. of guests

Room Type

Do you require a smoking room?

☐ Yes ☐ No

**Do you need transportation from the airport to the hotel?**

☐ Yes ☐ No

Flight Number

Time

**ADDITIONAL INFORMATION/REQUESTS**

Staff Representative

# **Antelope Valley Board of Trade 2020 Business Outlook Conference**

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**February 28, 2020  
7:00AM-12:00PM  
Antelope Valley Fairgrounds**



Ticket price includes admission to the conference, breakfast, refreshments, and a copy of one of the critically acclaimed books in the Hank Zipzer series, created by Henry Winkler of Happy Days.

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**PURCHASE YOUR TICKETS TODAY!**

**SPONSORSHIP | EXHIBITOR | ADVERTISING INFORMATION**

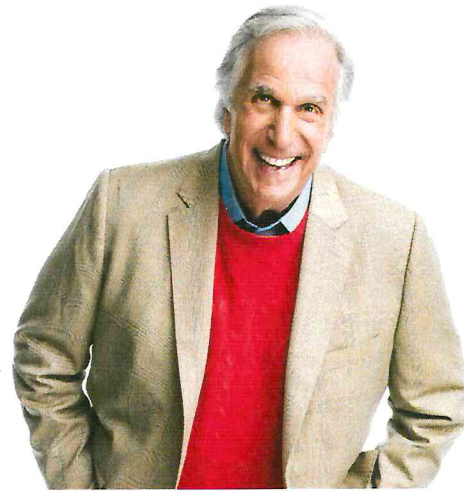
**KEYNOTE SPEAKERS**



## Henry Winkler

Henry Winkler has enjoyed over four decades of success in Hollywood and continues to be in demand as an actor, producer and director. Building on this year's theme of continuing to improve the quality of education in the Antelope Valley, Winkler has always been concerned about the quality of children's television programming. He has produced countless worthwhile projects for young audiences. Winkler is also a New York Times best-selling author. His first book, **Niagara Falls, or Does it? Hank Zipzer the World's Greatest Under-Achiever**, became a bestseller. To date, he and his co-author, Lin Oliver, have written 34 children's novels. Their latest is **HERE'S HANK: Everybody is Somebody**. The books were inspired by Winkler's struggle throughout his education due to his learning challenges.

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## George Couros

George Couros is the Division Principal of Innovative Teaching and Learning for Parkland School Division. He is a leader in the area of innovation, his focus is always the development of leadership and people to do what is best for kids. His mix of research, personal stories, and practical ways to implement new learning helps others feel comfortable in taking risks in their own learning.



Antelope Valley Board of Trade | 41301 12th Street West, Suite D, Palmdale, CA 93551

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## Registration Types

Name	Price	Qty Quantity
2020 BOC Table of 8 for Members (Members Only)	\$550.00	
2020 BOC Table of 8 for Non-Members	\$700.00	
2020 BOC Individual Ticket for Member (Members Only)	\$70.00	
2020 BOC Individual Ticket for Non-Member	\$90.00	



**2020**

**Antelope Valley Board of Trade**  
**48th ANNUAL BUSINESS OUTLOOK CONFERENCE**

## **SPONSORSHIP INFORMATION**



**BUILDING COMMUNITIES**

**FRIDAY, FEBRUARY 28, 2020**

Antelope Valley Fairgrounds

H.W. Hunter Pavilion

2551 West Avenue H

Lancaster, CA 93534



Dear Prospective Sponsor,

As a Sponsor of the 2020 Antelope Valley Business Outlook Conference, you will not only play a vital role in the success of this important event, but in the future growth and vitality of the region. Your financial support demonstrates the many economic strengths of our community to the approximately 500 attendees expected at our next event.

We thank you in advance for helping the Antelope Valley Board of Trade make this regional showcase of business and industry leadership possible.

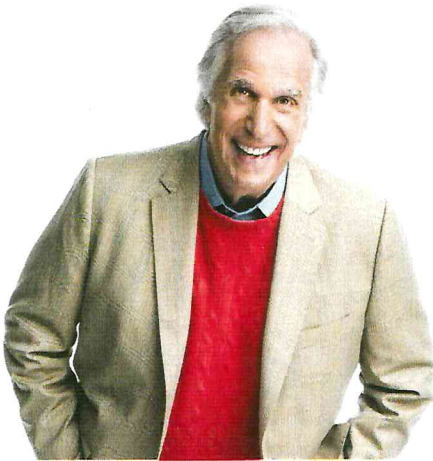
Bret Banks  
2019-2020 AVBOT President



## FEATURED KEYNOTE SPEAKERS

Henry Winkler co-stars as acting teacher Gene Cousineau on the hit HBO dark comedy *Barry*, alongside Bill Hader. The role garnered him an Emmy Award for Best Supporting Actor in a Comedy in September 2018. The series concluded its second season in March 2019, and will return for a third in 2020.

Winkler has enjoyed over four decades of success in Hollywood and continues to be in demand as an actor, producer and director. A 1973 audition in Los Angeles forever changed the life of the Yale School of Drama graduate when producer Garry Marshall and Tom Miller cast Winkler in the iconic role of Arthur Fonzarelli, aka "The Fonz," in the TV series *Happy Days*. During his 10 years on the popular sitcom, he won two Golden Globe Awards, was nominated three times for an Emmy Award and was also honored with a star on the Hollywood Walk of Fame. Both Fonzie's famous leather jacket and his lunch box have resided in the Smithsonian Institute since 1980.



In recent years, Winkler appeared in a number of series, including *Arrested Development*, *Children's Hospital*, *Royal Pains*, *New Girl* and *Parks and Recreation*. He also starred and co-executive produced the NBC Reality travel series *Better Late Than Never* with William Shatner, Terry Bradshaw, George Foreman and Je\_ Dye and is an executive producer of the new *MacGyver* series currently airing its second season on CBS.

Winkler has always been concerned about the quality of children's television programming. He has produced countless worthwhile projects for young audiences.

Winkler is also a New York Times best-selling author. His first book, *Niagara Falls, or Does It? Hank Zipzer the World's Greatest Under-Achiever*, became a bestseller. The books were inspired by Winkler's struggle throughout his education due to his learning challenges.

To date, he and his co-author, Lin Oliver, have written 34 children's novels. Their latest is *HERE'S HANK: Everybody is Somebody*. All the books are sold in bookstores and online across the United States and have been published around the world in seven languages, with more than 4 million copies sold. In Fall 2019, he and Oliver debuted *Alien Superstar*, the first book in a brand-new middle-grade series.

In 2011 he was awarded the Honorary Officer of the Most Excellent Order of the British Empire (OBE) from the Queen of England in recognition of his services to children with dyslexia and special education needs.

Of all the titles he has received, the ones he relishes most are husband, father and grandfather. Winkler and his wife have three children, Jed, Zoe and Max, and five grandchildren. They reside in Los Angeles.

**George Couros** is the Division Principal of Innovative Teaching and Learning for Parkland School Division and an Innovative Leadership Consultant. He has worked with all levels of school from K-12 as a teacher, technology facilitator, and school based administrator. He is a sought after speaker on the topic of innovative student learning and engagement and has worked with schools/organizations all over the world. George is also the creator of Connected Principals, the founder of Connected Canada, as well as the School Admin Virtual Mentor Program (#SAVMP). His focus is to help organizations create optimal learning environments for innovation within schools.

Although George is a leader in the area of innovation, his focus is always the development of leadership and people and what is best for kids. He uses humour as a way to connecting with all of those that he works with. His presentations are known to be both informative and entertaining, yet creating an emotional connection that helps people move to the next level. His mix of research, personal stories, and practical ways to implement new learning help participants feel comfortable in taking risks in their own learning.





## **PREMIER-LEVEL SPONSORSHIP—\$15,000+**

- Prominent name or logo recognition as a “Premier Sponsor” in printed event marketing/advertising (including: press releases, print ads, AVBOT website and newsletter, social media outlets and event invitations)
- Name mention as a “Premier Sponsor” in non-printed messages (including radio/television ads and interviews)
- Prominent name or logo recognition as a “Premier Sponsor” at the event (including posters, table place cards, sponsorship PowerPoint visual presentation)
- Full-Page ad in the Event Program
- On-stage name mention as a “Premier Sponsor” during event by the master of ceremonies/AVBOT representative
- 3 reserved VIP tables (24 tickets)
- 24 tickets to the VIP Speakers and Sponsors Luncheon Reception on Friday, February 28, 2020



## **MILLENNIUM-LEVEL SPONSORSHIP—\$10,000+**

- Prominent name or logo recognition as a “Millennium Sponsor” in printed event marketing/advertising (including: press releases, print ads, AVBOT website and newsletter, social media outlets and event invitations)
- Name mention as a “Millennium Sponsor” in non-printed messages (including radio/television ads and interviews)
- Prominent name or logo recognition as “Millennium Sponsor” at the event (including posters, table place cards, sponsorship PowerPoint visual presentation)
- Full-Page ad in the Event Program
- On stage name mention as a “Millennium Sponsor” during event by the master of ceremonies/AVBOT representative
- 2 reserved VIP tables (16 tickets)
- 4 tickets to the VIP Speakers and Sponsors Luncheon Reception on Friday, February 28, 2020





## **DIAMOND LEVEL SPONSORSHIP—\$5,000+**

- Prominent name or logo recognition as a “Diamond Sponsor” in printed event marketing/advertising (including: press releases, print ads, AVBOT website and newsletter, social media outlets and event invitations)
- Name mention as a “Diamond Sponsor” in non-printed messages (including radio/television ads and interviews)
- Prominent name or logo recognition as a “Diamond Sponsor” at the event (including event program, posters, table place cards, sponsorship PowerPoint visual presentation)
- On stage name mention as a “Diamond Sponsor” during event by the master of ceremonies/AVBOT representative
- 1 reserved VIP table (8 tickets)
- 4 tickets to the VIP Speakers and Sponsors Luncheon Reception on Friday, February 28, 2020





### **PLATINUM LEVEL SPONSORSHIP—\$2,500+**

- Prominent name or logo recognition as a “Platinum Sponsor” in applicable printed event marketing/advertising (including: press releases, print ads, AVBOT website and newsletter, social media outlets and event invitations)
- Prominent name or logo recognition at the event as a “Platinum Sponsor” (including event program, posters, table place cards, sponsorship PowerPoint visual presentation)
- Reserved VIP seating for four (4 tickets)
- 2 tickets to the VIP Speakers and Sponsors Luncheon Reception on Friday, February 28, 2020



### **GOLD LEVEL SPONSORSHIP—\$1,250+**

- Prominent name or logo recognition as a “Gold Sponsor” in applicable printed event marketing/advertising (including: press releases, print ads, AVBOT website and newsletter, social media outlets and event invitations)
- Prominent name or logo recognition at the event (including event program, posters, table place cards, sponsorship PowerPoint visual presentation)
- Reserved VIP seating for two (2 tickets)
- 2 tickets to the VIP Speakers and Sponsors Luncheon Reception on Friday, February 28, 2020



## **AMENITY & IN-KIND CONTRIBUTOR SPONSORSHIPS**

### ***VIP Speakers and Sponsors Luncheon Reception—\$5,000***

- Name or logo recognition as “the official [service provided] for the 2020 BOC” in printed event marketing/advertising (including: press releases, print ads, AVBOT website and newsletter, social media outlets and event invitations)
- Name or logo recognition at the event (including event program, posters and sponsorship PowerPoint visual presentation)
- 1 reserved VIP table (8 tickets)
- 4 tickets to the VIP Speakers and Sponsors Luncheon Reception on Friday, February 28, 2020

### ***Book Sponsor—\$2,500***

- Name or logo recognition as “the official [service provided] for the 2020 BOC” in printed event marketing/advertising (including: press releases, print ads, AVBOT website and newsletter, social media outlets and event invitations)
- Name or logo recognition at the event (including event program, posters and sponsorship PowerPoint visual presentation)
- Reserved VIP seating for four (4 tickets)
- 2 tickets to the VIP Speakers and Sponsors Luncheon Reception on Friday, February 28, 2020

## **PROGRAM ADVERTISING**

**\$ 150—Business Card Ad (only 8 available)**

**\$ 500—Full Page**



## TICKETS

**Member Tickets:** \$75.00

**Non-Member Tickets:** \$90.00

**Member Table:** \$550 (\$50 off a table of 8)\*

**Non-Member Table:** \$700 (\$20 off a table of 8)\*

\*Limited seating available.

- Priority is given to the earliest reservations when accompanied by full payment.
- Ticket price includes admission to the conference, breakfast, refreshments, and a copy of one of the critically acclaimed books in the Hank Zipzer series, created by Henry Winkler of Happy Days. The books follow the everyday adventures of a bright boy with learning challenges.
- *To become a sponsor and/or order tickets, contact the Antelope Valley Board of Trade at (661) 441-2957 or [administration@avbot.org](mailto:administration@avbot.org)*

## EXHIBIT BOOTH

**Member Booth:** \$400.00

**Non-Member Booth:** \$500.00

\*Limited booths available.

- Includes a 8 foot table, 2 chairs, 2 conference tickets, 2 breakfast, 2 books
- Exhibit booths reservations are first come, first served
- *To secure your exhibit booth contact the Antelope Valley Board of Trade at (661) 441-2957 or [administration@avbot.org](mailto:administration@avbot.org)*



**BUILDING COMMUNITIES**  
**Antelope Valley Board of Trade**  
**2020 Business Outlook Conference**

**SPONSORSHIP APPLICATION**

**Business or Organization Name:** \_\_\_\_\_

**Point of Contact:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Desired Sponsorship Level:**

- ☐ Premier \$15,000      ☐ Millennium \$10,000      ☐ Diamond \$5,000  
☐ Platinum \$2,500      ☐ Gold \$1,250

**Amenity & In-Kind Contributor**

- ☐ VIP Sponsor Luncheon Reception \$5,000      ☐ Book Sponsor \$2,500

**Name as you want it to appear in program and at event:**

\_\_\_\_\_  
\_\_\_\_\_

LOGO: When emailing your completed sponsorship application, attach your logo in the email.

\_\_\_\_\_  
**Print Name** **Date**

Submit application by email to [administration@avbot.org](mailto:administration@avbot.org) or mail to Antelope Valley Board of Trade,  
41301 12<sup>th</sup> Street West, Suite D, Palmdale, CA 93551.

Please make checks payable to the Antelope Valley Board of Trade. Credit/Debit cards can be processed electronically by calling the office at (661) 441-2957.





## BUILDING COMMUNITIES

Antelope Valley Board of Trade  
2020 Business Outlook Conference

### EXHIBIT BOOTH AND PROGRAM ADVERTISING APPLICATION

Business or Organization Name: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

#### PROGRAM ADVERTISING:

☐ \$150 – Business Card Ad (only 8 available) ☐ \$500 – Full-page Ad

#### EXHIBIT BOOTH FEES: (includes: a 8 foot table, 2 chairs, 2 conference tickets, and 2 breakfasts)

☐ \$400 – AVBOT Member ☐ \$500 – Non-Member

- Exhibit Booth Reservations are first come, first served. BOOTHS WILL SELL OUT FAST.
- Set up will only be allowed on Thursday, February 27th between 8:00 a.m. and 1:00 p.m. Breakdown is immediately following the end of the conference.
- The Antelope Valley Board of Trade is not responsible for the loss, theft or damages to the exhibitor's property.
- Booths will not be reserved until receipt of payment.

I understand and acknowledge the foregoing statements:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Submit application by email to [administration@avbot.org](mailto:administration@avbot.org) or mail to Antelope Valley Board of Trade, 41301 12<sup>th</sup> Street West, Suite D, Palmdale, CA 93551. Please make checks payable to the Antelope Valley Board of Trade. Credit/Debit cards can be processed electronically by calling the office at (661) 441-2957.

**MINUTES OF MEETING OF THE RESOURCE RELIABILITY AND OPERATIONAL EFFICIENCY COMMITTEE OF THE PALMDALE WATER DISTRICT, OCTOBER 8, 2019:**

*A meeting of the Resource Reliability and Operational Efficiency Committee of the Palmdale Water District was held Tuesday, October 8, 2019, at 2029 East Avenue Q, Palmdale, California, in the Board Room of the District office. Chair Mac Laren called the meeting to order at 3:00 p.m.*

**1) Roll Call.**

**Attendance:**

Committee:

Kathy Mac Laren, Chair

Don Wilson, Alt. Committee  
Member

**Others Present:**

Dennis LaMoreaux, General Manager

Adam Ly, Assistant General Manager

Mike Williams, Finance Manager

Judy Shay, Public Affairs Director

Peter Thompson II, Resource & Analytics Director

Scott Rogers, Engineering/Grant Manager

Peter Thompson, Project Manager

Dawn Deans, Executive Assistant

0 members of the public

**2) Adoption of Agenda.**

It was moved by Alt. Committee Member Wilson, seconded by Chair Mac Laren, and unanimously carried by all members of the Committee present at the meeting to adopt the agenda, as written.

**3) Public Comments.**

There were no public comments.

**4) Action Items: (The Public Shall Have an Opportunity to Comment on Any Action Item as Each Item is Considered by the Committee Prior to Action Being Taken.)**

**4.1) Consideration and Possible Action on Approval of Minutes of Meeting Held August 6, 2019.**

It was moved by Alt. Committee Member Wilson, seconded by Chair Mac Laren, and unanimously carried by all members of the Committee present at the meeting to



approve the minutes of the Resource Reliability and Operational Efficiency Committee meeting held August 6, 2019, as written.

**4.2) Discussion of Water Supply Strategy for Dry Year(s). (Resource and Analytics Director Thompson II)**

Resource and Analytics Director Thompson II stated that the District has developed a 15 and 15 Plan to ensure three years of water supply in the event of a consecutive three-year drought; that this plan includes 15,000 acre feet of ground water storage in excess of the District's production rights, and in 2020, the District will have close to 10,000 acre feet of excess ground water storage towards this 15,000 acre foot goal; that the Plan also includes a goal of building 15,000 acre feet of surface water through the State Water Project to supplement with during a three-year consecutive drought, and supplements have been secured through a 2-for-1 Exchange Agreement.

**4.3) Discussion and Identification of Projects Included in the 2019 Water Rate Study as Part of the Reinvestment Back into the District's Infrastructure. (Assistant General Manager Ly)**

Assistant General Manager Ly stated that the capital improvement projects included in the 2019 Rate Study have been divided by category and total \$30 million; that these projects were summarized in the Water Revenue Rate Workshop; and then reviewed in detail each of the projects.

It was stated that all projects included in the 2019 Water Rate Study are required for current system needs and to maintain operations; that the public's perception is that no projects are needed; that the projects also include all projects deferred due to lack of funding for the past five-plus years; that bonds will be secured in 2021; and that projects prior to that will be funded through water rate revenue.

The District's plan to ensure water delivery during potential power outages was then discussed.

**5) Information Items.**

**5.1) Status of 2019 State Water Project Allocation Use. (Resource and Analytics Director Thompson II)**

Resource and Analytics Director Thompson II stated that the District's total surface water supply for 2019 is 24,000 acre feet, which is more than 2019 demand; that this amount includes the District's State Water Project 75% allocation for 2019 and 7,500 acre feet of water through the continuing Agreement with Butte County; and that excess water went towards the Big Rock Creek Recharge Project through the Antelope Valley State Water Contractors Association and towards a 2-for-1 Exchange Agreement through Kern County's Semi-Tropic Water Bank followed by a review of this water bank, its location, how it operates with the Antelope Valley adjudicated basin, and water losses through carry-over water.

**5.2) Status on Littlerock Reservoir Sediment Removal Project. (Project Manager Thompson)**

A model for the grade control structure at Littlerock Reservoir was reviewed after which Project Manager Thompson stated that the contractor for this project has resumed construction; that the placement of roller-compacted concrete began September 18 and is 43% complete; that concrete continues to be placed at night with grading and preparation work performed during the day with an expected completion date of early December; and that removal of the sediment from Littlerock Reservoir will be performed annually for the next twelve years September through January, depending on weather, to restore the capacity of the Reservoir to 1992 levels.

**5.3) Status on the Upper Amargosa Recharge Project. (General Manager LaMoreaux)**

General Manager LaMoreaux stated that this project is a few months from completion; that a ribbon-cutting ceremony will be scheduled to celebrate the completion; that the District's financial share of the project has increased from \$1.25 million to \$1.6 million due to extra project costs; that these additional costs have been included in the 2019 Water Rate Study; and that the District's anticipated recharge amount is 1,300 to 1,600 acre feet of water per year with the water withdrawn from the District's north well field.

Resource and Analytics Director Thompson II then stated that costs will be saved on this project by the District and AVEK performing ground water level and water quality testing.

**5.4) Status on Palmdale Regional Groundwater Recharge and Recovery Project. (Engineering/Grant Manager Rogers)**

Engineering/Grant Manager Rogers stated that the City of Palmdale, on their and the District's behalf, is submitting a grant through the Antelope Valley Integrated Regional Water Management Group for the phase 1 pipeline to bring the Sanitation District's recycled water line to the recharge basin for this Project; that the deadline for submission is October 28; and that the specifications for completion of a pilot well for the project are being developed.

General Manager LaMoreaux then provided an overview of the seasonal storage ponds for the Sanitation District, where their pipelines are located, how agricultural contractors use this tertiary recycled water, which meets most drinking water standards, the proposed travel time of this water to the aquifer, and how other farmers are using recycled water as the Sanitation Districts' method of disposal.

**5.5) Other.**

General Manager LaMoreaux distributed a checklist of the Committee's goals, which can be reviewed at the next Committee meeting.

**6) Board Members' Requests for Future Agenda Items.**


There were no requests for future agenda items.

**7) Date of Next Committee Meeting.**

It was determined that the next Resource Reliability and Operational Efficiency Committee meeting will be held early December 2019.

**8) Adjournment.**

There being no further business to come before the Resource Reliability and Operational Efficiency Committee, the meeting was adjourned at 4:45 p.m.

  
Chair