



# 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

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DENNIS D. LaMOREAUX  
General Manager

ALESHIRE & WYNDER LLP  
Attorneys

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February 5, 2020

## 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, FEBRUARY 10, 2020

6:00 p.m.

**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) Public comments for non-agenda items.
- 5) Presentations:
  - 5.1) None at this time.
- 6) 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.)
  - 6.1) Approval of minutes of regular meeting held January 27, 2020.
  - 6.2) Payment of bills for February 10, 2020.
  - 6.3) Approval of Engineering Department job descriptions. (No Budget Impact/Engineering/Grant Manager Rogers)
  - 6.4) Receive and file Semi-Annual Employee Reimbursement Report for the period covering July 1, 2019 through December 31, 2019. (No Budget Impact – Finance Manager Williams)
  - 6.5) Reject claim received from Donald Driscoll, Driscoll & Omens, on behalf of Irma Lopez and Claimant Class and refer to Joint Powers Insurance Authority. (No Budget Impact – Finance Manager Williams)
- 7) 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.)
  - 7.1) Consideration and possible action on Amendment No. 1 revising Exhibit “E” to May 25, 2016 Amended and Restated Lease Agreement By and Between the Palmdale Water District and the Palmdale Fin and Feather Club, Inc. (No Budget Impact – Operations Manager Masaya)
  - 7.2) Consideration and possible action on award of contract for the construction of the water main replacement in Avenue V-5 under Specification No. 1504 to Bob O. Construction, Inc. (\$172,500.00 – Budgeted – Budget Item No. 16-613 – Engineering/Grant Manager Rogers)
  - 7.3) Consideration and possible action on award of contract for the construction of the water main replacement in Avenue P from 25<sup>th</sup> Street East to 1,500 feet east under Specification No. 1601 to Kirtley Construction, Inc. (\$278,600.00 – Budgeted – Budget Item No. 16-602 – Engineering/Grant Manager Rogers)
  - 7.4) Consideration and possible action on Resolution No. 20-2 being a Resolution of the Board of Directors of the Palmdale Water District Nominating Dennis D. LaMoreaux to the California Special Districts Association (CSDA) Southern Network Board of Directors Seat B Position. (Budget Impact – Unknown Travel Expenses – General Manager LaMoreaux)
  - 7.5) Consideration and possible action on Resolution No. 20-3 being a Resolution of the Board of Directors of the Palmdale Water District Amending Section 8.03(D) of the Palmdale Water District Rules and Regulations as it Relates to a Fixed Fire Protection Charge. (No Budget Impact – Finance Manager Williams)



- 7.6) 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 2020 Budget:
  - a) Antelope Valley Hispanic Chamber of Commerce 23<sup>rd</sup> Annual Gala Installation to be held March 27, 2020 in Palmdale.
- 8) Information Items:
  - 8.1) Reports of Directors:
    - a) Meetings; Standing Committee/Assignment Reports; General Report.
  - 8.2) Report of General Manager.
    - a) Status on the District's water tanks. (Assistant General Manager Ly requested by Director Wilson)
  - 8.3) Report of General Counsel.
- 9) Public comments on closed session agenda matters.
- 10) Closed session under:
  - 10.1) Conference with Legal Counsel – Existing Litigation: A closed session will be held, pursuant to Government Code §54956.9 (d)(1), to confer with Special Litigation Counsel regarding existing litigation to which the District is a party. The title of such litigation is as follows: *Antelope Valley Ground Water Cases*.
- 11) Public report of any action taken in closed session.
- 12) Board members' requests for future agenda items.
- 13) 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:** February 3, 2020 **February 10, 2020**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Mr. Scott L. Rogers, Engineering/Grant Manager  
**VIA:** Mr. Adam Ly, Assistant General Manager  
Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 6.3 – APPROVAL OF ENGINEERING DEPARTMENT  
JOB DESCRIPTIONS. (NO BUDGET IMPACT – ENGINEERING/GRANT  
MANAGER ROGERS)***

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**Recommendation:**

Staff recommends the Board approve the job descriptions for Engineering Intern, Assistant Engineer, Associate Engineer, and Junior Engineer. These positions create a path of succession through our Engineering Department. The Personnel Committee will consider this item at their February 6, 2020 meeting.

**Alternative Options:**

The Board could wait to approve job descriptions until the District had an opening to fill.

**Impact of Taking No Action:**

There are several issues with taking no action. Not achieving strategic initiatives, organizational inefficiencies, lack of pathways for advancement within department, and challenges maintaining the level of service to both internal and external stakeholders. By approving the job descriptions ahead of the actual need for the position, it allows staff members to identify requirements for advancement and achieve those requirements.

**Background:**

The Engineering Department has been responsible for ensuring the planning and design of the replacement and installation of the District's infrastructure. The Department provides services to both internal (Operations) and external stakeholders (Developers, City of Palmdale, Los Angeles County Department of Sanitation, State of California). The desired goal is to improve communications between and technical oversight of Engineering staff and the other departments with the Engineering/Grant Manager. Additionally, oversight by the Engineering/Grant Manager is important to ensure projects are meeting the intent of the Board's direction, are properly budgeted, completed on time, and within budget. As the number of projects increases, adding engineers to the Engineering staff is important to ensure successful outcomes like meeting project budgets, milestones, technical oversight, and schedule for projects like:

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

February 3, 2020

- Littlerock Reservoir Grade Control Structure (Strategic Initiative No. 1)
- Littlerock Reservoir Sediment Removal Project (Strategic Initiative No. 1)
- Palmdale Regional Groundwater Recharge and Recovery Project (Strategic Initiative No. 1)
- Five Year Infrastructure Revitalization Plan (Strategic Initiative No. 3 Systems Efficiency)

In order to provide opportunities for staff, it is recommended that the District create the following positions (Strategic Initiative No 2):

- Junior Engineer, Assistant Engineer, and Associate Engineer will allow for a pathway of opportunities for advancement and reward staff that show effort to advance in their careers at the District.
- Engineering Intern (Part time) will remain to provide pathways for newly degreed engineers to join the District to learn about water industry and opportunities at the District. Moreover, the District will have better oversight of projects, increased productivity within the Department, and improve efficiency.

At the November Personnel Committee Meeting, the Committee approved the Organizational Chart. Today, staff is requesting approval of the job descriptions.

**Strategic Plan Initiative/Mission Statement:**

This work is part of Strategic Initiative No. 1 – Water Resource Reliability, No. 2 – Organizational Excellence, No. 3 – Systems Efficiency, and No. 6 – Customer Care, Advocacy and Outreach.

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

**Budget:**

No impact to budget.

**Supporting Documents:**

Job Descriptions:

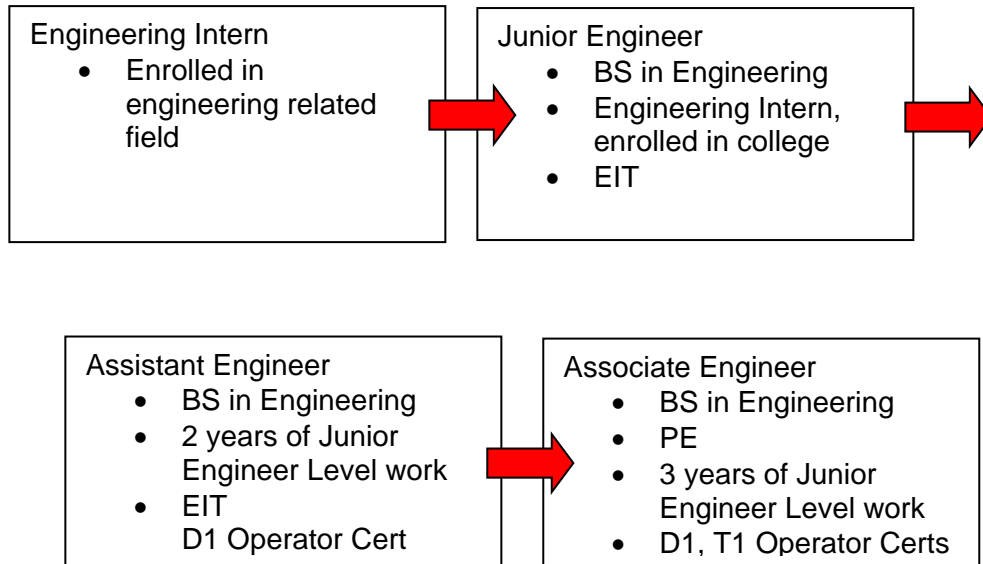
- Engineering Intern (Update Job Description)
- Junior Engineer (Added Position, unfilled)
- Assistant Engineer (Added Position, unfilled)
- Associate Engineer (Added Position, unfilled)

BOARD OF DIRECTORS  
PALMDALE WATER DISTRICT

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

February 3, 2020

Position Descriptions and Minimum Qualifications:



## ENGINEERING INTERN

FLSA Status: Non-Exempt

### DEFINITION

To perform technical engineering duties in drafting/design, plan check review, mapping, engineering calculations, and assist with customer service inquiries related to the District's water distribution system and facilities improvement projects.

### DISTINGUISHING CHARACTERISTICS

This is the entry level class in the Engineering series. Positions in this class typically have little or no directly related work experience and work under immediate supervision while learning job tasks. Incumbents must be enrolled in an accredited college or university with major coursework related to engineering. Experience gained as an Engineering Intern maybe considered qualifying for entry level professional classifications.

### SUPERVISION RECEIVED AND EXERCISED

Receives immediate supervision from the Engineering Manager; may receive technical and functional supervision from other Engineering staff as directed by the Engineering Manager.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Prepare and review technical designs, maps, drawings, visual aids, and graphic presentation materials related to District facilities projects; learn use manual or computerized methods to develop or revise engineering drawings during design and construction phases.

Performs compilation, tabulation, and analysis of information and data, required for engineering reports, evaluations, specifications, and plans, primarily using a personal computer, with tasks directed by individual assignment instructions and reviewed by professional engineering staff in progress or upon completion of the assignment

Gathers alignment information to be used by engineering staff in the preparation of alignment studies and improvement plans, following the methods prescribed to access a variety of data sources (assessor's maps, record maps, tract and parcel improvement plans, aerial photographs), with the resulting information obtained to be reviewed upon task completion

Technical design review including conceptual and detailed design review according to District standards and polices;

Collects field data (photos, measurements, samples) in order to obtain information needed for analysis, reporting, plan preparation and inventory activities, using methods and processes which may involve making field notes or notations on plans or other written records and may utilize equipment to collect (soil, groundwater, potable water) samples or use equipment for field testing, typically performed under direct supervision in the field.

Provides support for staff on a variety of construction management activities (inspection tasks, daily reporting, documentation, progress payments, construction survey) in order to complete construction of District projects in accordance with approved plans and all appropriate regulations, using standard construction management practices and methods, which may involve the use of a personal computer and various surveying equipment, with work directly supervised by engineering staff in the field.

Learn a variety of technical engineering software including computer aided design/drafting (CADD), produce and maintain maps via geographic information systems (GIS); maintain and make adjustments to the District's distribution system hydraulic model.

Learn mapping and recording of the District's conveyance and distribution systems and related water facilities; identify and report problems with new and/or existing pipeline maintenance and construction.

Establish, maintain, and close out project files, including tract, commercial, single parcel and specification files according to District engineering standards; ensure compliance with project documentation requirements; prepare and maintain as-built drawings.

Learn database management of maps and records; add new layers, edit documents or make corrections as needed to document project and engineering/construction history and maintain District mapping records in an up-to-date status.

Create and run queries and prepare format output for various routine and special reports required by District departments; update programs and systems with patches and service pack releases provided by outsourced vendors.

Provide assistance by responding to inquiries from the general public, contractors, developers, land-owners, consultants, and other agencies or utilities either by telephone, email, or regular correspondence. Inquiries may include but not limited to the following: availability of and requirements for water service and fire flow, issue rejection or will-serve notifications, and other requested items.

Assist in the design and preparation of plans for new or expanded District buildings; prepare plan specifications or modifications and ensure compliance with building and design codes and regulations.

Utilize all skills, specialties, and experience to serve both internal and external customers including language skills, certifications, and knowledge.

Build and maintain positive working relationships with co-workers, other District employees and the public using principles of good customer service.

Perform related duties as assigned.

### EDUCATIONAL OPPORTUNITY

The intern position will provide the following educational experiences:

#### Knowledge of:

Basic computerized practices and methods used in civil engineering drafting, design, and mapping including CADD and GIS.

Application of principles of algebra, geometry, and trigonometry in the design of water systems.

Engineering applications as it applies to water system planning, design and construction.

Basic surveying practices and related equipment.

Computer software used in computer aided design, geographic information systems, word processing, data analytics, and database applications.

Business communications both written and spoken.

Principles and practices of good customer service.

#### Ability to:

Perform technical engineering support duties in the design, construction, and maintenance of the District's water distribution system and facilities improvement projects.

On a continuous basis, know and understand all aspects of the job; intermittently analyze work papers, reports and special projects; research, identify and interpret technical and numerical information, including engineering calculations; observe and problem solve operational and technical policies and procedures; and greater understanding of both State and Federal regulations.

Perform mathematical calculations with speed and accuracy.

Use a variety of computer software to draft and design engineering plans, maps; charts, spreadsheets, and other related documents; maintain databases and records.

Maintain and update a variety of electronic and hardcopy files.

Learn policies, procedures and engineering standards established by the District.

Learn principles and practices of property research, including boundary determination and land title examination.

Work outside under a variety of climatic and geographic conditions.

Establish and maintain effective, professional working relationships with those contacted in the course of work.

**REQUIREMENTS:**

On a continuous basis, sit at desk for long periods of time; intermittently stand; walk, bend, twist, squat, and kneel while performing field work; twist to reach office equipment surrounding desk; perform simple and power grasping, pushing, pulling and fine manipulation; use telephone and write or use a keyboard to communicate through written means; and lift or carry weight up to 25 pounds.

Approved:

I have reviewed this job description with my Supervisor and agree with its contents.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

The specific statements shown in each section of this job description are not intended to be all-inclusive. They represent typical elements and criteria necessary to successfully perform the job.



## PALMDALE WATER DISTRICT

### JUNIOR ENGINEER

FLSA Status: Non-Exempt

#### DEFINITION:

Under direct and close supervision, to do the less complex office and field professional engineering work; and to do other work as required.

#### DISTINGUISHING CHARACTERISTICS:

This is the entry level position in the professional water engineering series. Incumbents receive office and field assignments of a less complex nature on a training basis. They are expected to develop a variety of engineering skills and abilities and are gradually given more difficult and responsible assignments.

#### SUPERVISION RECEIVED AND EXERCISED:

Receives immediate supervision or direction from Assistant Engineer and/or Engineering Manager and/or higher-level classes, may receive technical and functional supervision from other Engineering staff as directed by the Engineering Manager. Incumbents in this class do not routinely exercise supervision.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Learns to perform and assists in the design and planning of water infrastructure improvements, facilities, and structures by preparing plans, profiles, and establishing tentative alignments and elevations.

Assists in conducting water quality and water rights studies, and other modeling-oriented studies; may participate in inspections during construction.

Assists in the preparation of contracts, cost estimates, and specifications for water projects; assists in the review of bids and contract documents; assists in the coordination of bid openings.

Learns to review plans, parcel maps, specifications, and other information for accuracy and format; reviews for conformance to established water engineering practices, and compliance with state and county laws, ordinances, and regulations; may prepare conditions of approval for proposed developments.

Assist in performing engineering calculations, hydraulic calculations, and water modeling for domestic and fire flows; variety of field surveys; research studies for reporting, compliance and other informational purposes; and CAD drafting.

Learns how to responds to inquiries and provide technical assistance to developers, contractors, and the public regarding fee schedules, engineering design, utility locations, policies, ordinances, and regulations; conducts research studies and surveys and prepares reports.

Utilize all skills, specialties, and experience to serve both internal and external customers including language skills, certifications, and knowledge.

Establishes positive working relationships with representatives of community organizations, state/local agencies, District management and staff, and the public.

OTHER DUTIES: (include but are not limited to the following)

May assist in preparing GIS, water pipeline plan and profile, and water model maps.

Performs other related duties as required.

MINIMUM QUALIFICATIONS: (The following are minimal qualifications necessary for entry into the classification.)

OPTION I - Education:

The required qualification is to possess a Bachelor of Science degree from an accredited college or university in Civil Engineering or a closely related field.

OPTION II - Experience:

Current employment in the classification of Engineering Intern, enrollment in university with an accredited engineering program, and possession of a valid certificate as an Engineer-in-Training issued by the California State Board of Registration for Professional Engineers.

License/Certificate:

Possession of a valid Class C California Driver's License.

KNOWLEDGE, SKILLS, AND ABILITIES (KSA):

(The following are a representative sample of the KSA's necessary to perform essential duties of the position)

Knowledge of:

Engineering principles and practices as applied to the planning, design and construction of

water production wells, water treatment, transmission and distribution facilities; principles and practices of project development, administration and management; principles and practices of water systems engineering design and construction management; mathematics as applied to the computation of distances, angles, areas, and traverses, including algebra, geometry, and trigonometry; principles and practices of project budget development and administration; methods and techniques of scheduling work assignments; understanding of applicable federal, state and local laws, codes, and regulations; methods and techniques of scheduling work assignments; modern office procedures, practices, methods, and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation; proper business communication, English, spelling, and grammar; occupational hazards and standard safety practices.

Skill to:

Operate an office computer and a variety of word processing, drafting, and software applications.

Ability to:

Perform professional engineering work, including project design; compile, analyze and synthesize engineering and other technical information; prepare accurate plans, specifications, cost estimates, and engineering reports; conduct technical and engineering research work; conduct inspections and evaluate construction relative to approved plans and specifications; prepare and maintain records and prepare reports for compliance; interpret and apply related laws, ordinances, and regulations; interpret, explain, and apply applicable laws, codes, and regulations; read, interpret, and record data accurately; organize, prioritize, and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

REQUIREMENTS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near vision in reading correspondence, statistical data and using a computer. Acute hearing is required when providing phone and personal service. The need to lift, drag, and push files, paper, and documents weighing up to 25 pounds also is required. Additionally, the incumbent in this position works outdoors in all weather conditions, including wet, hot and

cold with extreme sun exposure. Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

Approved:

I have reviewed this job description with my Supervisor and agree with its contents.

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Employee Signature

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Date

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Supervisor Signature

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Date

The specific statements shown in each section of this job description are not intended to be all-inclusive. They represent typical elements and criteria necessary to successfully perform the job.

## PALMDALE WATER DISTRICT

### ASSISTANT ENGINEER

FLSA Status: Non-Exempt

#### DEFINITION:

Under general supervision, learns to perform and performs field and office water engineering work involved in the design, construction, and maintenance of water facilities; performs other related duties as required.

#### DISTINGUISHING CHARACTERISTICS:

The Assistant Water Engineer is the journey-level classification in the professional water engineering series. Incumbents are expected to perform less complex work with little supervision, while closer control would be exercised over more difficult work. Responsibilities may include providing technical direction and guidance to sub-professionals. As experience is gained, a greater independence of action is established within guidelines. Incumbents may advance to the higher level after gaining the requisite experience and demonstrating a level of proficiency that meets the qualifications of the higher-level class.

#### SUPERVISION RECEIVED AND EXERCISED:

Receives immediate supervision or direction from the Engineering Manager and/or higher-level classes. Incumbents in this class will periodically exercise supervision of lower classifications.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Learns to perform and performs a variety of water engineering and design activities such as construction and maintenance of water systems, including transmission mains, pump stations, pressure regulating facilities, reservoirs, water treatment plants and related water supply facilities.

Inspects water lines, water meters, hydrants, service lines, fire lines, cross connection control devices, related water operations and storm drains, sewers as related to water facilities, and structures for various types of construction projects; re-inspects for compliance.

Assists in the decision making process and operational process for operating pumps, related flow and pressure control, water model and storage facilities by using a system control and data acquisition (SCADA) system; analyze and make recommendations for adjusting system flow and pressure requirements, control flows to meet consumer demands including fire flow demands and minimum system pressure requirements.

Reviews plans and estimates for construction and maintenance of water systems, review environmental reports; prepares contracts and specifications for projects; prepares engineering cost estimates; holds bid openings and maintains appropriate records; administers contracts and coordinates inspections.

Participates in major water system planning and water supply management; assists making recommendations on technical reports and studies; performs studies requiring analysis of issues; prepares reports or correspondence, status reports, the annual Consumer Confidence Report for water utility, Annual Notice of Extraction and Provisions of water as required by the California Water Code and other federal, state and/or local jurisdictional reports and form and preparation of Water Rights Information Management Systems (WRIMS).

Performs plan checks for Water Improvement Plans; maintains hydraulic computer model and performs hydraulic calculations for domestic and fire flow; assist with SCADA programming, monitoring and operations support.

Liaison to contractor representatives in coordinating contract projects; monitors project construction activity; coordinates project inspections; coordinates the review of related invoices and progress payments; prepares change orders if necessary for alteration of plans and specifications.

Participates in contract negotiations and administration; reviews work for conformity with standards and project requirements; prepares and monitors project schedules and project budgets.

Responds to inquiries and provide technical assistance to developers, contractors, and the public regarding fee schedules, procedural guidelines and standards, plans and specifications; provides information as appropriate and resolves service complaints.

Utilize all skills, specialties, and experience to serve both internal and external customers including language skills, certifications, and knowledge.

Establishes positive professional working relationships with representatives of community organizations, state/local agencies, District management and staff, and the public.

OTHER DUTIES: (include but are not limited to the following)

May attend meetings and participate in discussions regarding engineering activities or projects.

Performs other related duties as required.

MINIMUM QUALIFICATIONS: (The following are minimal qualifications necessary for entry into the classification)

Education:

The required qualification is to possess a Bachelor's of Science degree from an accredited college or university in Civil Engineering or a closely related field.

Experience:

Possess two years of progressively responsible journey-level experience in water infrastructure engineering or civil engineering equivalent to the Junior Water Engineer classification.

License/Certificate:

Possession of a valid Class C California driver's license. Possession of a valid certificate of Engineer-in-Training issued by the California State Board for Professional Engineers, Land Surveyors, and Geologists; possession of a Grade D1 Certificate within 18 months from date of appointment.

KNOWLEDGE, SKILLS, AND ABILITIES (KSA): (The following are a representative sample of the KSA's necessary to perform essential duties of the position. The level and scope of the knowledge and abilities listed below vary between the Assistant and the Associate levels.)

Knowledge of:

Engineering principles and practices as applied to the planning, design and construction of construction of water production, water treatment, transmission and distribution facilities; principles and practices of project development and administration; principles and practices of water systems engineering design and construction management; mathematics as applied to the computation of distances, angles, areas, and traverses, including algebra, geometry, and trigonometry; principles and practices of project budget development and administration; methods and techniques of scheduling work assignments; applicable federal, state and local laws, codes, and regulations; methods and techniques of scheduling work assignments; modern office procedures, practices, methods, and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation; proper English, spelling, and grammar; occupational hazards and standard safety practices.

Skill to:

Operate an office computer and a variety of word processing, drafting, and software applications.

Ability to:

Perform professional engineering work, including project design; compile, analyze and synthesize engineering and other technical information; prepare accurate plans, specifications, cost estimates, and engineering reports; conduct technical and engineering research work; conduct inspections and evaluate construction relative to approved plans and specifications; prepare and maintain records and prepare reports for compliance; interpret and apply related laws, ordinances, and regulations; interpret, explain, and apply applicable laws, codes, and regulations; read, interpret, and record data accurately; organize, prioritize, and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly, professionally, and concisely, both orally and in writing; establish and maintain effective working relationships.

REQUIREMENTS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near vision in reading correspondence, statistical data and using a computer. Acute hearing is required when providing phone and personal service. The need to lift, drag, and push files, paper, and documents weighing up to 25 pounds also is required. Additionally, the incumbent in this position works outdoors in all weather conditions, including wet, hot and cold with extreme sun exposure. Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

Approved:

I have reviewed this job description with my Supervisor and agree with its contents.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date



The specific statements shown in each section of this job description are not intended to be all-inclusive. They represent typical elements and criteria necessary to successfully perform the job.

## PALMDALE WATER DISTRICT

### ASSOCIATE ENGINEER

FLSA Status: Non-Exempt

#### DEFINITION:

Under general supervision, learns to perform and performs field and office water engineering work involved in the design, construction, and maintenance of water facilities; performs other related duties as required.

#### DISTINGUISHING CHARACTERISTICS:

The Associate Water Engineer is the fully qualified working level classification in the professional water engineering series. Incumbents are expected to perform work of average difficulty. It differs from the Assistant Water Engineer class by its responsibility for more complex engineering projects requiring independent engineering analysis. Incumbents may promote to the Senior Water Engineer only through competitive recruitment and examination.

#### SUPERVISION RECEIVED AND EXERCISED:

Receives general supervision from the Principal Water Engineer and/or the General Services Manager. May provide technical and functional supervision over training personnel or staff.

EXAMPLES OF ESSENTIAL DUTIES: Duties may include, but are not limited to, the following:

Learns to perform and performs a variety of water engineering and design activities such as construction and maintenance of water systems, including transmission mains, pump stations, pressure regulating facilities, reservoirs, water treatment plants and related water supply facilities.

Inspects storm drains, sewers, water lines, water meters, hydrants, service lines, fire lines, cross connection control devices and related water operations and structures for various types of construction projects; re-inspects for compliance.

Assists in the decision making process and operational process for operating pumps, related flow and pressure control, water model and storage facilities by using a system control and data acquisition (SCADA) system; analyze and make recommendations for adjusting system flow and pressure requirements, control flows to meet consumer demands including fire flow demands and minimum pressure requirements.

Reviews plans and estimates for construction and maintenance of water systems, review environmental reports; prepares contracts and specifications for projects; prepares engineering cost estimates; holds bid openings and maintains appropriate records; administers contracts and coordinates inspections.

Participates in major water system planning and water supply management; assists making recommendations on technical reports and studies; performs studies requiring analysis of issues; prepares reports or correspondence, status reports, the annual Consumer Confidence Report for water utility, Annual Notice of Extraction and Provisions of water as required by the California Water Code and other federal, state and/or local jurisdictional reports and form and preparation of Water Rights Information Management Systems (WRIMS).

Performs plan checks for Water Improvement Plans; maintains hydraulic software model and performs hydraulic calculations for domestic and fire flow; assist with SCADA programming, monitoring and operations support.

Liaison to contractor representatives in coordinating contract projects; monitors project construction activity; coordinates project inspections; coordinates the review of related invoices and progress payments; prepares change orders if necessary, for alteration of plans and specifications.

Participates in contract negotiations and administration; reviews work for conformity with standards and project requirements; prepares and monitors project schedules and project budgets.

Responds to inquiries and provide technical assistance to developers, contractors, and the public regarding fee schedules, procedural guidelines and standards, plans and specifications; provides information as appropriate and resolves service complaints.

Utilize all skills, specialties, and experience to serve both internal and external customers including language skills, certifications, and knowledge.

Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public.

OTHER DUTIES: (include but are not limited to the following)

May attend meetings and participate in discussions regarding engineering activities or projects.

Performs other related duties as required.

MINIMUM QUALIFICATIONS: (The following are minimal qualifications necessary for entry into the classification)

Education:

The required qualification is to possess a Bachelor of Science degree from an accredited college or university in Civil Engineering or closely related field.

Experience:

The required qualification is to possess three years of progressively responsible professional experience in water facility or civil engineering equivalent to that of an Assistant Water Engineer classification at the City of Indio.

License/Certificate:

Possession of a valid Class C California driver's license. Possession of a valid certificate of registration as a Civil Engineer issued by the California State Board of Registration for Professional Engineers is desirable; possession of a Grade D2 Certificate and a Grade T1 Certificate within 18 months from date of appointment.

KNOWLEDGE, SKILLS, AND ABILITIES (KSA):

(The following are a representative sample of the KSA's necessary to perform essential duties of the position. The level and scope of the knowledge and abilities listed below vary between the Assistant and the Associate levels.)

Knowledge of:

Engineering principles and practices as applied to the planning, design and construction of construction of water production, water treatment, transmission and distribution facilities; principles and practices of project development and administration; principles and practices of water systems engineering design and construction management; mathematics as applied to the computation of distances, angles, areas, and traverses, including algebra, geometry, and trigonometry; principles and practices of project budget development and administration; methods and techniques of scheduling work assignments; applicable federal, state and local laws, codes, and regulations; methods and techniques of scheduling work assignments; modern office procedures, practices, methods, and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation; proper English, spelling, and grammar; occupational hazards and standard safety practices.

Skill to:

Operate an office computer and a variety of word processing, drafting, and software applications.

Ability to:

Perform professional engineering work, including project design; compile, analyze and synthesize engineering and other technical information; prepare accurate plans, specifications, cost estimates, and engineering reports; conduct technical and engineering research work; conduct inspections and evaluate construction relative to approved plans and specifications; prepare and maintain records and prepare reports for compliance;

interpret and apply related laws, ordinances, and regulations; interpret, explain, and apply applicable laws, codes, and regulations; read, interpret, and record data accurately; organize, prioritize, and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective, professional working relationships.

**REQUIREMENTS:**

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near vision in reading correspondence, statistical data and using a computer. Acute hearing is required when providing phone and personal service. The need to lift, drag, and push files, paper, and documents weighing up to 25 pounds also is required. Additionally, the incumbent in this position works outdoors in all weather conditions, including wet, hot and cold with extreme sun exposure. Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

Approved:

I have reviewed this job description with my Supervisor and agree with its contents.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
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:** February 3, 2020 **February 10, 2020**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Mr. Michael Williams, Finance Manager  
**VIA:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 6.4 – RECEIVE AND FILE SEMI-ANNUAL EMPLOYEE REIMBURSEMENT REPORT FOR THE PERIOD COVERING JULY 1, 2019 THROUGH DECEMBER 31, 2019. (NO BUDGET IMPACT – FINANCE MANAGER WILLIAMS)***

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**Recommendation:**

Staff recommends the Board receive and file the Semi-Annual Employee Reimbursement Report for the period covering July 1, 2019 through December 31, 2019.

**Background:**

Staff reimbursements are based on the approved budget. It is required that the District report to the governing body Employee Reimbursements in excess of \$100.00 on a semiannual basis.

**Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 4 – Financial Health and Stability.

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

**Budget:**

Receiving and filing the Employee Reimbursement Report will not affect the budget.

**Supporting Documents:**

- Semi-Annual Employee Reimbursement Report for the period covering July 1, 2019 through December 31, 2019.

**PALMDALE WATER DISTRICT**  
**Semi-Annual Employee Reimbursement Report**  
**Period Covering July 1, 2019 through December 31, 2019**

Employee ID	Employee Name	Pay Date	Item Description	Amount
2235	John Mendenhall	07/10/20	Riembursement for Work Boots	162.04
4054	Mike Childs	07/10/19	Education Reimbursement	163.30
4029	Laura Gallegos	07/24/19	Travel Expenses	121.80
2600	Jon Pernula	07/24/19	Travel Expenses	128.58
2600	Jon Pernula	07/24/19	Travel Expenses	114.38
1720	Richard Heinonen	08/07/19	Travel Expenses	475.96
2955	Peter Thompson Jr	08/07/19	Travel Expenses	419.92
2955	Peter Thompson Jr	08/07/19	Travel Expenses	419.92
4047	Claudia Bolanos	08/21/19	Travel Expenses	179.80
4050	Shaneece Lopez	09/04/19	Travel Expenses	363.48
2020	Chad Klein	09/18/19	Travel Expenses	120.64
4041	Corey Shere	09/18/19	Travel Expenses	165.88
4051	Christopher Arguelles	09/18/19	Travel Expenses	102.43
4018	Jennifer Emery	10/02/19	Educational Reimbursement	3,000.00
4060	Scott Rogers	10/16/19	Relocation Expenses	610.01
4060	Scott Rogers	10/16/19	Relocation Expenses	701.76
4060	Scott Rogers	10/16/19	Relocation Expenses	700.80
4060	Scott Rogers	10/16/19	Relocation Expenses	218.36
1210	Curtis Cobb	10/16/19	Travel Expenses	128.58
1210	Curtis Cobb	10/30/19	Travel Expenses	128.52
4060	Scott Rogers	10/30/19	Relocation Expenses	700.80
4060	Scott Rogers	10/30/19	Relocation Expenses	218.36
4061	Scott Rogers	10/30/19	Relocation Expenses	610.01
1040	Amanda Thompson	10/30/19	Travel Expenses	417.60
1040	Amanda Thompson	10/31/19	Travel Expenses	417.60
4060	Scott Rogers	11/13/19	Relocation Expenses	1,111.01
1040	Amanda Thompson	11/13/19	Travel Expenses	207.64
1710	Loel Haviland	11/13/19	Travel Expenses	633.19
2382	Audel Narez	11/13/19	Travel Expenses	216.10
2955	Peter Thompson Jr	11/13/19	Travel Expenses	419.92
4018	Jennifer Emery	11/13/19	Travel Expenses	247.43
1778	Gloria Barragan	12/01/19	Education Reimbursement	217.98
4061	Scott Rogers	12/11/19	Relocation Expenses	611.05
4061	Scott Rogers	12/11/19	Relocation Expenses	2,432.19
4061	Scott Rogers	12/11/19	Relocation Expenses	591.16
2100	Dennis LaMoreaux	12/11/19	Travel Expenses	212.86
2955	Peter Thompson Jr	12/11/19	Travel Expenses	198.36
4047	Claudia Bolanos	12/11/19	Travel Expenses	238.12
4018	Jennifer Emery	12/20/19	Travel Expenses	436.16
4050	Shaneece Lopez	12/20/19	Education Reimbursement	237.99
4060	Scott Rogers	12/20/19	Relocation Expenses	1,772.52
4061	Scott Rogers	12/21/19	Relocation Expenses	452.98
4062	Scott Rogers	12/22/19	Relocation Expenses	697.94
4063	Scott Rogers	12/23/19	Relocation Expenses	417.28

22,142.41

# **PALMDALE WATER DISTRICT BOARD MEMORANDUM**

**DATE:** February 3, 2020 **February 10, 2020**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Mynor V. Masaya, Operations Manager  
**VIA:** Mr. Adam Ly, Assistant General Manager  
Mr. Dennis LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 7.1 – CONSIDERATION AND POSSIBLE ACTION ON AMENDMENT NO. 1 REVISING EXHIBIT “E” TO MAY 25, 2016 AMENDED AND RESTATED LEASE AGREEMENT BY AND BETWEEN THE PALMDALE WATER DISTRICT AND THE PALMDALE FIN AND FEATHER CLUB, INC. (NO BUDGET IMPACT – OPERATIONS MANAGER MASAYA)***

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## **Recommendation:**

Staff recommends the Board approve Amendment No. 1 revising Exhibit “E” to the May 25, 2016 Amended and Restated Lease Agreement by and between the Palmdale Water District and the Palmdale Fin and Feather Club, Inc.

## **Alternative Options:**

The alternative is to not approve Amendment No. 1.

## **Impact of Taking No Action:**

There will be no revisions to the current Fin and Feather Club Lease Agreement.

## **Background:**

The Palmdale Fin and Feather Club has leased the Palmdale Water District’s Palmdale Lake property for many years providing fishing and activities to its members. During this time, Honorary Club Memberships have been provided to certain members of District staff and the Board of Directors as outlined in the current Exhibit “E.”

The Club’s new Board members have recommended Exhibit “E” be revised, attached as Amendment No. 1 Revising Exhibit “E,” to offer additional Honorary Club Memberships and better define Voluntary Club Memberships.

## **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.



BOARD OF DIRECTORS  
PALMDALE WATER DISTRICT

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

-2-

February 3, 2020

**Budget Impact:**

There is no impact to the budget from this item.

**Supporting Documents:**

- Amended and Restated Lease Agreement By and Between Palmdale Water District and Palmdale Fin & Feather Club, Inc.
- Amendment No. 1 Revising Exhibit “E” of May 25, 2016 Amended and Restated Lease Agreement By and Between Palmdale Water District and Palmdale Fin & Feather Club, Inc.

**AMENDED and RESTATED**

**LEASE AGREEMENT**

**By and Between**

**PALMDALE WATER DISTRICT**

**and**

**PALMDALE FIN & FEATHER CLUB, INC.**

**(LAKE PALMDALE AND PORTIONS OF THE SURROUNDING AREA)**

## **AMENDED and RESTATED LEASE AGREEMENT**

THIS LEASE AGREEMENT (the "Lease" herein) is executed this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the PALMDALE WATER DISTRICT, a California Irrigation District ("District" or "Lessor"), and PALMDALE FIN & FEATHER CLUB, INC., a California Non-Profit Corporation ("Club" or "Lessee").

### **RECITALS**

A. For many years, Club has operated a club for fishing, hunting and other recreational purposes under a lease with District covering portions of the real property owned by District.

B. District is the Owner of Lake Palmdale (Lake) and certain land contiguous to and surrounding the Lake, located on: the Southerly side of Avenue S and extending generally from the Antelope Valley Freeway on the West to Sierra Highway on the East, all in Palmdale, Los Angeles County, California.

C. The District and the Club previously entered into an Agreement of Lease dated November 25, 1996 (the "1996 Lease Agreement"), under which the Club agreed to lease from the District, and the District agreed to lease to the Club, the "Premises" defined in the 1996 Lease Agreement in accordance with the provisions of that agreement.

D. The District and the Club previously entered into an Agreement of Lease dated December 13, 2006 (the "2006 Lease Agreement"), under which the Club agreed to lease from the District, and the District agreed to lease to the Club, the "Premises" defined in the Lease Agreement in accordance with the provisions of that agreement. The 2006 Lease Agreement replaced the 1996 Lease Agreement.

E. The 2006 Lease Agreement provides that the term of the Club's lease of the premises will expire on December 31, 2016, and the Club desires to extend the term of its lease of the Premises for ten (10) additional years. The District is amenable to extending the term of the Club's lease for that additional period in accordance with the terms and conditions set forth herein. This Amended and Restated Lease Agreement replaces entirely the 2006 Lease Agreement, the 1996 Lease Agreement, and any other prior agreements, whether written or verbal.

NOW, THEREFORE, for good and valuable consideration, the parties agree to this Lease to Extend Agreement of Lease, as follows:

### **LEASE PROVISIONS**

In consideration of the covenants and agreements contained herein, and incorporating the foregoing recitals and all exhibits hereto, Lessor (District) and Lessee (Club) hereby agree as follows:

## **1.00 LEASE OF PREMISES.**

### **1.01 Premises**

The real property owned by the District is shown on Exhibit "A" and is bounded by wire fencing. Real property excluded from the lease to the Club is also shown on Exhibit "A". References on the exhibit correspond to the following areas:

- 1) Palmdale Dam;
- 2) Areas Northerly and Easterly of Palmdale Dam, the area on the South side of the Lake, East of the Palmdale Ditch for hunting and fishing. Although these areas are not part of the Premises, the following uses are allowed at locations identified on Exhibit "A":
  - a) Archery practice
  - b) Dog training
  - c) Lake access
  - d) Use of perimeter road;
- 3) The area adjacent to the outlet works;
- 4) The area adjacent to the 2.6-million gallon reservoir and the Leslie O. Carter Water Treatment Plant, and all of the area from the Club entrance at 5<sup>th</sup> Street East and Avenue S to the railroad tracks contingent to the Leslie O. Carter Water Treatment Plant site; and
- 5) The area adjacent to the hydroelectric station and energy dissipater facilities southwest of the Lake.

The real property, less the above exclusions, is referred to in this Agreement as the "Premises".

### **1.02 Term.**

The initial term of this Lease shall be for ten (10) years ("Initial Term") with two optional extensions ("Options") of five (5) years each. To exercise an Option, the Club shall give written notice to the District at least ninety (90) days before the Lease is set to expire that the Club intends to exercise an Option. The "Term" includes the Initial Term and any Options. The Term commences on January 1, 2017. The Lease is considered continuous from December 31, 2016 to January 1, 2017. The District may evaluate and adjust the rental amount as necessary prior to accepting each five-year Option.

The Term described in this section is subject to termination as provided in the remaining sections of the Lease. Nothing in this Lease constitutes a joint venture or partnership between District and Club regarding the Club's operations. The Club shall have the unilateral right to

terminate this Lease at any time during the Term by providing written notice to the District not less than six (6) months prior to such termination.

**1.03 Quiet Possession.**

District covenants and agrees with the Club that the Club may occupy and enjoy the Premises for the full Lease Term, subject to the provisions of this Lease.

**1.04 Rent.**

The rental for the premises shall be \$3,000 per calendar year or five percent of the gross, non-retail based receipts of Club as per Club's annual audit for the previous calendar year, whichever is greater, payable on February 15 of each year in advance. If, through no fault of Club, hunting and fishing become impossible on the premises for any reason, the Club shall pay rental of three percent of the gross receipts during the period hunting and fishing are not possible. The regular rental shall resume when hunting and fishing are restored.

The gross, non-retail based receipts of the Club are defined as follows:

- a) . Membership Dues and Initiation Fees (Palmdale Water District resident, Antelope Valley resident, Out of Area resident, Junior, Hold, etc.);
- b) Daily Guest Passes;
- c) Boat Slips and Boat Stickers;
- d) Lockers;
- e) Recreational Vehicle Spaces.

**1.05 District Honorary and Volunteer Membership.**

The Club agrees to provide the District Honorary and Volunteer Memberships as detailed in Exhibit "E" during the Term of this Lease, any exercised Option(s), or extension thereof.

**1.06 Payment for Water Used by the Club.**

The Club will be responsible for paying for water it uses at the Premises, which shall be paid as a deposit on the water service account on an annual basis at the same time as the Club's annual rent payment in accordance with Paragraph 1.04 of the Lease. The deposit will be based on the Club's actual metered water usage from the prior calendar year. By way of example, the amount the Club shall pay for water use in calendar year 2017 shall be based on its actual usage in calendar year 2016.

**1.07 Reports and Audits.**

The Club shall prepare an annual report covering each year's activities and receipts. Information in the report shall include, but not be limited to, membership information, dues,

finer, rental income, retail income and various types of expenditures. The report shall be audited by a certified public accountant and/or by District's auditors at the option of District. The cost of the Club's audit shall be borne by Club. The District shall be furnished a copy of the annual report and audit as soon as they are prepared. If the audit indicates a correction to the amount of rent paid is needed, Club shall report this to District along with a payment or request for payment as necessary.

#### **1.08 Taxes.**

The Club in its use of the premises agrees to comply with such law, ordinances, or regulations of all governmental bodies or agencies which District is obligated, to observe. The Club shall also pay, before delinquency, any taxes or assessments levied by any governmental agency on the Club's leasehold interest or upon any other interest of the Club in the Premises and the improvements on the Premises made by the Club. Receipt of payment shall be submitted to District with other required annual reporting.

#### **1.09 Utilities.**

It is the intent of the parties that the rent paid hereunder shall be absolutely net to the District, and the Club shall pay all costs, charges, assessments, and obligations of every kind or nature against or relating to the Premises or the use, occupancy, operation, management, maintenance, or repair thereof which may arise or become due during the term. Without limiting the generality of the foregoing, the Club shall pay all charges for utilities and services furnished to the Premises during the term, including but not limited to gas, electricity, heat, power, sewer, telephone, refuse collection, all associated connection charges, and all similar utility bills taxed, levied, or charged upon the Premises.

### **2.00 IMPROVEMENTS ON THE PREMISES.**

#### **2.01 Construction of Improvements.**

The Club agrees that it will not make major alterations or improvements on the premises without first securing written authorization from the District. Major alterations or improvements shall be defined as any dock, pier, shelter, etc. constructed in or near the Lake and the construction of any building, fence, wall, roadway, etc. on the remaining property.

All plans and drawings for any improvements shall be submitted to the District for review and approval before the Club shall commence any work on the Premises. The Club shall comply with all applicable building codes and all procedures for obtaining approval(s). The District shall review and approve or disapprove said plans and drawings within sixty (60) days after the Club's submittal. Any disapproval shall be written and include an explanation as to why. Nothing herein shall be deemed to require the District's approval of normal and regular maintenance activities performed by the Club. Notwithstanding the District's review of the improvement plans for the site, the Club is solely responsible for the negligent design, development and/or construction of improvements.

Any authorized alterations or improvements made by the Club shall be at its cost. The Club agrees to insure compliance of any contractors used to construct authorized projects with

District insurance requirements, indemnification statements, and lien protection for the premises. The Club shall remove any unauthorized alterations or improvements constructed by the Club upon notice from the District within the time frame stated in Paragraph 2.03 and shall hold the District harmless from such costs.

#### **2.02 Ownership of Improvements.**

During the Term, title to all improvements existing, constructed, or placed on the Premises by the Club, including buildings, structures, and other tenant improvements are and shall be vested in the Club, but shall automatically become the property of the District upon the expiration or sooner termination of this Lease. Existing facilities on the premises are shown on Exhibit "B" attached to the Agreement. The Club shall have the right to retain any furniture or equipment or any personal property of the Club not affixed to the buildings or improvements constructed on the Premises, all of which property (whether classified as real or personal property) shall be the property of the Club. The Club agrees to provide any documents (such as warranties) relating to the operation or ownership of the improvements at the end of the Lease.

#### **2.03 Relocation and Removal.**

If the District at any time has justification for exercising its right to use the Premises for any lawful District purpose and use shall require the relocation or complete removal of the Club's facilities, the District shall so notify the Club in writing. The Club shall have six (6) months from the date of the notice to complete the relocation or removal. Any relocation or removal not completed within the six (6) months may be done by the District at the expense of the Club. Arrangement for payment of the subject costs will be submitted to and approved by the District Board of Directors.

#### **2.04 Removal or Ownership of Improvements Upon Termination of Lease Agreement.**

The District will determine the need and usefulness of any alterations or improvements in place when termination procedures are executed under this Lease. The Club shall be notified of the determination and shall be responsible for the cost of removing those alterations or improvements so directed by the District. Remaining alterations or improvements construed on the Premises shall become the District's property at no cost to the District.

#### **2.05 Mechanics' Liens.**

The Club shall not permit any mechanic's, materialman's, contractor's, subcontractor's or other lien arising from any work or improvement, for any labor done, services performed, or materials, appliances, transportation, or power used or furnished, however it may arise, to stand against the Premises or any improvement thereon. If any such lien shall be filed or arise against the Premises or improvements, the Club shall cause the same to be discharged within thirty (30) days after such filing, by payment, deposit, or bond and shall save and hold the District and the Premises free and harmless from any and all such claims, liens, or suits. If an action to foreclose such lien has been filed before the Club discharges in full such lien, and a lis pendens or, similar encumbrance on the Premises has been recorded in connection with such action, the Club shall,

at the time it discharges such lien, take all measures necessary to procure the removal of such encumbrance from the record title of the Premises. If the Club shall fail to discharge any such lien, the District may, but shall not be obligated to, discharge the same and any amount so paid or deposited by the District and any expenses so incurred by the District, including reasonable attorney's fees, shall become immediately due and payable by the Club to the District together with interest as provided hereunder. The Club may in good faith and at the Club's own expense contest the validity of any such asserted lien, claim or demand, provided the Club has furnished the bond required in Section 8424 of the California Civil Code, any amendment thereof or any law of similar import hereafter enacted providing for a bond freeing a premise from such lien claim. The Club shall give the District at least ten (10) days' written notice of the date of commencement of any construction, alteration, addition, or improvement or repair costing in excess of Twenty-Five Thousand Dollars (\$25,000.00) so that the District may post appropriate Notices of Nonresponsibility. Authorized agents of the District shall at all times have the right to go upon the Premises to post, and keep posted thereon, Notices of Nonresponsibility provided by Section 8444 of the California Civil Code. No mechanic's or materialman's liens or mortgages, deeds of trust, or other liens of any character whatsoever created or suffered by the Club shall in any way or to any extent affect the interests or rights of the District in the improvements on the Premises or attach to or affect the District's title to or rights in the Premises.

### **3.00 USE OF THE PREMISES.**

#### **3.01 Uses.**

During the lease Term, the Club shall have the exclusive right of fishing, hunting, sport shooting, picnics, and Club meetings on the Premises. The parties understand and agree that this Lease is not a lease of any present or future mechanical facilities or of any water but is a lease only of the right to conduct approved activities on the Premises, subject to the provisions of this Lease. The parties also understand and agree that such activities are subject to applicable local, State and Federal laws and regulations for the Premises. If, at any time, both hunting and fishing on the Premises shall be prohibited by any government law, order or regulation, then this Lease and any renewal of it shall be terminated.

The District does not guarantee the presence of water on the Premises to accommodate approved activities. The Club agrees that the District may, without prior notice, withdraw water from Lake Palmdale from time to time for any District use, and may, if necessary, withdraw all the water on the Premises.

The Club agrees to provide security for the Premises including posting against trespassing. The signs shall be of such size and frequency as will be adequate to give full notice to all persons that the premises are restricted. The Club shall assume the responsibility for prosecution of members and non-members for violations whenever violators are apprehended.

The Club agrees to prevent entry by its members, officers, or employees into the excluded areas of the property listed in the preamble to this Lease for any purpose other than providing security for the Premises or maintenance activities requested by the District.



The Club agrees it will not install nor allow anyone to install any form of campaign sign on or near the Premises. Campaign signs include but are not limited to signs, banners, stickers, and posters related to any election, whether or not such election is a District election.

### **3.02 Compliance with Law.**

The Club agrees that all operations and activities by or under the Club on the Premises shall be conducted in compliance with all applicable statutes, ordinances, orders, entitlements, laws, rules and regulations, and the requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and offices thereof, which may be applicable to the Premises or to the use or manner of use of the Premises. The Club shall indemnify and hold the District harmless against all actions, claims and damages by reason of (i) the Club's failure to perform the terms hereof; or (ii) the Club's non-observance or non-performance of any statute, ordinance, order, law, rule, regulation and/or governmental requirement related to the Club's use and occupancy of the Premises or the condition thereof. The Club's requirement to indemnify and hold the District harmless shall survive termination of this Lease.

### **3.03 Compliance with Los Angeles County Regional Planning.**

In addition to other provisions of Section 3 of the Lease concerning use of the Premises by the Club, the Club shall comply with all conditions required by the Los Angeles County Regional Planning Commission in its Nonconforming Review Case No. 03-159-(5), as approved by said Commission on November 17, 2004 and renewed thereafter. A copy of those conditions is attached hereto as Exhibit "C".

### **3.04 Bylaws of the Club**

The Club agrees to conduct its operations under a set of Bylaws that are subject to the District's review and approval prior to revision. Approved Bylaws are attached hereto as Exhibit "D" and shall contain the following as a minimum:

- a) Adequate policing regulations over the conduct upon the premises of its members to ensure compliance with the Bylaws;
- b) Responsibility for the prosecution of members for any violation of State or County laws or regulations relating to the premises;
- c) Adoption and enforcement of rules, regulations and bylaws for the operation of the Club by an elected Board of Directors;
- d) A member must own real property within and reside within the boundaries of the District to be eligible as an officer in Club;
- e) Local membership in Club shall be limited to owners of real property within the boundaries of the Palmdale Water District;
- f) Only local members may vote, and each local member shall be entitled to one

vote and may not vote by proxy;

- g) Associate memberships may be granted to persons to whom the Board of Directors of the Club may see fit to extend such membership, upon payment of proper dues and initiation fees. Associate members shall enjoy all the privileges of local members except that they may not vote or hold office;
- h) The privileges of the Club, except that of holding office and voting, shall be extended to the immediate family of each member or associate member. The term "immediate family" means spouse and dependent minor children;
- i) Dues setting and increases by the Club shall be determined by its Board of Directors.

### **3.05 Caretaker as Independent Contractor.**

During the period of this Lease and any renewal, the Club shall employ a caretaker who shall reside on the Premises at all times. The caretaker shall be the employee of the Club, and the Club shall assume all liability for, and hold the District harmless from, any and all claims, including, but not limited to, wages, workers compensation claims, disability benefits, unemployment benefits or claims for bodily injury or damage to property, which may arise by virtue of the employment or presence of the caretaker on the Premises.

### **3.06 Miscellaneous Restrictions.**

The Club agrees not to perform or cause any acts or carry on any practices, or allow of the Club's invitees, members, employees, agents or guests to perform or cause any acts or carry on any practices, that may injure adjoining buildings or property or be a nuisance, danger or menace to other persons or businesses in the area or disturb the quiet enjoyment of any person, nor to conduct or permit to be conducted any public or private nuisance on the Premises.

### **3.07 Maintenance of Premises and Improvements.**

The Club agrees to maintain the Premises using volunteers, community service workers, or other forces as required. Maintenance activities shall include facilities and improvements constructed and operated by the Club, reasonable trimming of trees and other landscaping, trash and litter collection, and clearing vegetation from the road mid-height on the East side of the Palmdale Dam to and including the West face on the Palmdale Dam. The Club shall be responsible for the disposal of all waste material resulting from maintenance activities. The Club shall maintain all fencing and gates in good appearance and condition and to ensure that the Premises are secure at all times against trespass.

### **3.08 Limitations on Use and Term.**

The Club understands and acknowledges that the real property comprising the Premises is owned and held by the District in trust for the people within the Palmdale Water District, and that the public use of the District property is paramount to any other use. Accordingly, the Club

agrees that the use of and operation on the premises by the Club are at all times subject to the prior and paramount use of the District for any lawful District purpose. Further, the terms of this Lease are subject to the superior right of the District to re-negotiate the conditions of the Lease as required by the District operations upon six (6) months' written notice by the District. The Club agrees that failure to reach agreement on any change proposed by the District will result in termination of the Lease.

#### **4.00 INDEMNIFICATION AND INSURANCE.**

##### **4.01 Insurance.**

###### **(a) Comprehensive General Liability and Property Insurance.**

The Club agrees at all times to maintain a policy of insurance naming the District as additional insured against all liability for injury to person or damage to property on the Premises or resulting from the Club's use of the Premises. A \$2,000,000 liability insurance coverage is required by the District. The District reserves the right to set the limits for such policy and to change the limits as determined necessary with six (6) months' notice. Failure of the Club to provide and maintain the required coverage shall constitute a breach of the Lease and grounds for termination of the Lease.

###### **(b) Insurance Policy Form, Content and Insurer.**

Proof of insurance coverage shall be submitted to District within 30 days of obtaining or renewing it and shall consist of a Certificate of Insurance with the required provisions shown.

All insurance required by express provisions hereof shall be carried only by responsible insurance companies licensed to do business by California, and with a minimum policy holder rating of "A" or better and of financial category Class IX status or better in the most recent edition of Best's Insurance Guide or similar rating system acceptable to the District. All such policies shall contain language, to the extent obtainable, to the effect that (i) any loss shall be payable notwithstanding any act of negligence of the District that might otherwise result in the forfeiture of the insurance, (ii) the insurer waives the right of subrogation against the District and against the District's agents and representatives; (iii) the policies are primary and noncontributing with any insurance that may be carried by the District; and (iv) the policies cannot be cancelled or materially changed except after thirty (30) days notice in writing by the insurer to the District or the District's designated representative. The Club shall furnish the District with copies of all such policies promptly on receipt of them, or with certificates evidencing the insurance. **The District shall be named as an additional insured on all policies of insurance required to be procured by the terms of this Lease.**

###### **(c) Failure to Maintain Insurance and Proof of Compliance.**

The Club shall deliver to the District, in the manner required for notices, copies of certificates of all insurance policies required hereunder together with evidence satisfactory to the District of payment required for procurement and maintenance of each policy within the following time limits:

1. For insurance required at the commencement of this Lease, within thirty (30) days after commencement; and

2. For any renewal or replacement of a policy already in existence, at least ten (10) days before expiration or termination of the existing policy.

If the Club fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish the District with required proof that the insurance, has been procured and is in force and paid for, the District shall have the right, at the District's election and on five (5) days' notice to the Club, to procure and maintain such insurance. The District shall give the Club prompt notice of the payment of premiums, stating the amount paid and the names of the insurer or insurers.

#### **4.02 Indemnification.**

##### **(a) General.**

To the fullest extent allowed by law, the Club covenants and agrees to forever indemnify, defend, hold harmless and save the District, its officers, employees, and agents against any and all actions, suits, claims, damages to persons (including without limitation, death or physical or emotional injury) or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the work, operations, or activities of the Club, its agents, employees, subcontractors, or invitees, hereunder, upon the Premises, whether or not there is current passive, or active negligence on the part of the District, its officers, agents, or employees and in connection therewith:

1. The Club will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

2. The Club will promptly pay any judgment rendered against the District, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with such work, operations, or activities of the Club hereunder; and the Club agrees to save and hold the District, its officers, agents, and employees harmless therefrom;

3. In the event the District, its officers, agents, or employees is made a party to any action or proceeding filed or prosecuted against the Club for such damages or other claims arising out of or in connection with the work operation or activities of the Club hereunder, the Club agrees to pay to the District, its officers, agents, or employees, any and all costs and expenses incurred by the District, its officers, agents, or employees in such action or proceeding, including but not limited to legal costs and attorneys' fees.

##### **(b) Additional Coverage.**

Without limiting the generality of the foregoing, said indemnity shall include any liability arising by reason of:

1. Any claim made by any occupant, subtenant, assignee, employee, agent, visitor, invitee, or user of any portion of the Premises.

2. Any accident or other occurrence in or on the Premises or on any adjoining sidewalk or adjacent property causing injury or death to any person or damage to property whatsoever;

3. Any failure of the Club to comply with performance of all of the provisions of this Lease;

4. The Club's failure to prevent any employee or any invitee or any other person from entering upon or remaining in any place upon the Premises which is not safe and does not comply with all laws pertaining thereto as they may now or hereafter exist.

(c) Waiver of Lessor Liability.

To the fullest extent allowed by law, the Club covenants and agrees the District shall not at any time or to any extent whatsoever be liable, responsible, or in anywise accountable for any loss, injury, death, or damage to persons or property which, at any time may be suffered or sustained by the Club or by any persons who may at any time be using, occupying, or visiting the Premises or be in, on or about the Premises, from any cause whatsoever, except when such loss, injury, death, or damage shall be caused by or in any way result from or arise out of the active negligence or intentional acts or omissions of the District.

(d) Waiver of Subrogation.

The Club agrees that the Club shall not make any claim against, or seek to recover from the District or its agents, servants, or employees, for any loss or damage to the Club, or to any person or property, including without limitation, the property of others under the control of the Club, and the Club shall give notice to any insurance carrier of the foregoing waiver of subrogation, and obtain from such carrier, a waiver of right to recovery against the District, its agents and employees. In addition, the District agrees that the District shall not make any claim against or seek to recover from the Club or its agents, servants or employees for any loss or damage to the District, but nothing contained herein shall be deemed to prevent the District from terminating this Lease due to the material default of the Club.

(e) Survives Termination.

This Section 4.02 survives termination of the Lease.

## **5.00 REMOVAL OF PREMISES.**

### **5.01 Destruction of Premises.**

Should any of the buildings on the Premises be totally or substantially destroyed by an uninsured peril, so that all or a substantial portion of the Premises are unfit for the conduct of Lessee's business, Lessee shall have the right, giving thirty (30) days' prior notice to Lessor, to terminate this Lease with respect to the portion of the Premises so affected, and all rent and other charges with respect to such portion of the Premises shall be adjusted to the date of such destruction. This Lease shall remain in full force and effect with respect to the unaffected portion of the Premises. If Lessee does not elect to terminate this Lease as to any portion of the Premises affected by such destruction, the Lessee shall, within six (6) months, commence and diligently prosecute to completion the restoration of the destroyed buildings or improvements to a condition which will continue to fulfill the conditions, covenants, and requirements contained herein and shall continue operations in accordance with the terms hereof. Should the Premises, any part thereof, or any improvement thereon be totally or partially destroyed by an insured peril, the Lessee shall promptly cause the restoration of the destroyed improvements to their original condition and shall continue operations in accordance with the terms hereof.

## **6.00 ENFORCEMENT.**

### **6.01 Default and Grounds for Termination Prior to Expiration of Term.**

Lessor shall be entitled to declare a default of this Lease and terminate the Lease prior to the expiration of the term where Lessee fails to:

- (a) Pay rent to Lessor, as rent is defined in Section 1.04;
- (b) Provide reports and audits required by Section 1.07;
- (c) Pay to any governmental subdivision or agency any tax or assessment required by Section 1.08 and such tax or assessment becomes a lien upon the Premises;
- (d) Pay all charges for utilities and services as provided in Sections 1.06 and 1.09;
- (e) Discharge any mechanic's, materialmen's, contractor's, subcontractor's or other lien as required by Section 2.05;
- (f) Comply with all requirements of Section 3.03 by the Los Angeles County Regional Planning Commission in its Nonconforming Review Case No. 03-159-(5), including as it may be amended from time to time;
- (g) Procure or maintain insurance or pay to Lessor as added rent any insurance premiums paid by Lessor pursuant to Section 4.01 hereof;
- (h) Reimburse Lessor for any other loss, fee or charge which is responsibility of Lessee pursuant to this Lease;



(i) Comply with all applicable governmental statutes, ordinances, rules, regulations, entitlements orders and prior covenants and restrictions of record; provided that failure to so comply shall not be a default so long as Lessee is exercising any legal rights to protest or appeal such statute, rule, regulation, order or covenant and restriction, or so long as no official enforcement action has been commenced by the appropriate agency; or

(j) Perform any other material obligation of Lessee contained in this Lease.

#### **6.02 Procedure for Opportunity to Cure and Termination.**

The District may terminate the Lease by reason of the foregoing defaults where the District has given notice in writing to the Club specifying the nature of the default and the corrective action required to be taken, and the Club has not cured such default within thirty (30) days after receipt by the Club of such notice, or, where the nature of the default is such that it cannot reasonably be cured within such thirty (30) days, then the Club shall not be in default so long as the Club commences the actions necessary for cure within such thirty (30) days and diligently prosecutes the same to completion.

#### **6.03 Rights and Remedies are Cumulative.**

Except as otherwise expressly stated in this Lease, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

#### **6.04 Waiver.**

Except as otherwise provided in this Lease, waiver by either party of the performance of any covenant, condition, or promise, shall not invalidate this Lease, nor shall it be considered a waiver of any other covenant, condition, or promise. Waiver by either party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right as to any default shall not operate as a waiver of any default or of any rights or remedies or to deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

#### **6.05 Attorney's Fees.**

If either party to this Lease is required to initiate or defend any action or proceeding in any way connected with this Lease, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to receive reasonable attorney's fees from the other party. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## **7.00 GENERAL PROVISIONS.**

### **7.01 Time of Essence.**

Time is of the essence of each and every covenant, term, condition, and provision of this Lease.

### **7.02 Reserved.**

### **7.03 No Partnership.**

Notwithstanding any other express or implied provision of this Lease, Lessor shall not in any way or for any purpose become or be deemed to be a partner of Lessee in its business or otherwise or a joint venturer, or a member of any joint enterprise with Lessee.

### **7.04 Severability.**

If any covenant, term, condition, or provision of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall be valid and enforceable to the fullest extent permitted by law unless that covenant, term, condition, or provision declared to be invalid is so material that its invalidity deprives either party of the basic benefit of their bargain or renders the remainder of this Lease meaningless.

### **7.05 Interpretation.**

The terms of this Lease shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Lease or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Lease. As used in this Lease and whenever required by the context thereof, each number, both singular and plural, shall include all numbers, and each gender shall include all genders. Lessor and Lessee, as, used in this Lease or in any other instrument referred to in or made a part of this Lease shall likewise include both the singular and the plural, a corporation, co-partnership, individual, or person acting in any fiduciary capacity as executor, administrator, trustee, or in any other representative capacity, and all successors and assigns. All covenants herein contained on the part of Lessee shall be joint and several.

### **7.06 Integration Clause.**

It is understood that there are no oral agreements between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements, and understandings, if any, between the parties hereto or displayed by Lessor to Lessee with respect to the subject matter thereof, and none shall be used to interpret or construe this Lease. This Lease includes all exhibits attached hereto, which by this reference are incorporated herein, and also includes any other documents incorporated herein by reference as though fully set forth herein. Said documents shall be interpreted insofar as possible to prevent any inconsistency and to effectuate the terms thereof, without one prevailing over the other.



**7.07 Notices, Demands and Communications between the Parties.**

Except as expressly provided to the contrary herein, any notice, consent, report, demand, document or other such item to be given, delivered, furnished or received hereunder shall be deemed given, delivered, furnished, and received when given in writing and personally delivered to an authorized agent of the applicable party, or upon delivery by the United States Postal Service, first-class registered or certified mail, postage prepaid, return receipt requested, or by a national "overnight courier" such as Federal Express, at the time of delivery shown upon such receipt; in either case, delivered to the address, addresses and persons as each party may from time to time by written notice designate to the other and who initially are:

If to Lessee: PALMDALE FIN & FEATHER CLUB, INC.  
600 East Avenue S  
Palmdale, CA 93550  
Attention: Club President  
Tel: (661) 947-2884

A copy to: ??

If to Lessor: PALMDALE WATER DISTRICT  
2029 East Avenue Q  
Palmdale, CA 93550  
Attention: General Manager  
Tel: (661) 947-4111  
Fax: (951) 947-8604

A copy to: ALESHIRE & WYNDER, LLP  
3880 Lemon Street, Suite 520  
Riverside, California 92501  
Attention: Eric L. Dunn, PWD Attorney  
Tel: (951) 241-7338  
Fax: (951) 300-0985

**7.08 Amendments Replacement of Original Lease.**

This Lease replaces the 1996 Lease Agreement, the 2006 Lease Agreement and any other prior agreements, whether written or verbal, and such agreements have no further force or effect. Any amendment of, or supplement to, this Lease must be in writing and signed by Lessor and Lessee or their respective successors.

**7.09 Warranties.**

Lessor makes no warranty, representation, contract, agreement, or statement concerning the use, occupancy, or suitability of the Premises for the use of the Premises as set forth in this Lease, or with respect to the condition of title with respect thereto, or the means, mode, or manner or construction of any buildings or improvements, or the adequacy or fitness thereof for any use or occupancy, or the accuracy or validity of any statement, representation, warranty, agreement, or document by any other person, party, or entity, unless expressly set forth herein as an agreement of Lessor. Lessee warrants and represents to Lessor, for the express benefit of Lessor, that:

(a) Lessee has undertaken a complete and independent evaluation of the risks inherent in the execution of this Lease and the operation of the Premises for the use permitted hereby as set forth in the Lease, and that based upon said independent evaluation, Lessee has elected to enter into this Lease;

(b) No oral or written inducement(s) to execute this lease have been made to Lessee unless expressly set forth in writing in the Lease, and;

(c) Any statement, fact, promise, or representation, whether express or implied, or oral or written, made at any time whatsoever to Lessee, which is not expressly incorporated in writing the Lease, is, and shall forever be, waived and renounced by Lessee; and

(d) Any statement, fact, promise, or representation not expressly contained in the Lease, shall in no way bind Lessor and Lessee hereby waives any right of rescission and all claims for damages by reason of any statement, fact, promise, or representation, if any, not contained in this Lease.

On the basis of the foregoing warranties and representations of Lessee, Lessor is willing to enter into this Lease. In the event any of such warranties or representations of Lessee herein contained shall be inaccurate or untrue, Lessor may, in addition to all other rights of Lessor at law or equity, terminate this Lease at any time thereafter upon written notice to Lessee.

Lessee agrees that this Lease is, and shall be subject and subordinate to all matters in existence, whether of record or otherwise, and as now or hereafter modified or amended (provided that the rights of Lessee are not materially adversely affected by any such modification or amendment), and further agrees to be bound by and not to violate or cause Lessor to be in violation of any of the provisions of said matters and the provisions contained therein or in any present or future modification or amendment thereof.

#### **7.10 Governing Law.**

This Lease shall be governed by and construed in accordance with the laws of the State of California.

#### **7.11 Attorney Fees.**

In the event of any action or proceeding at law or in equity between Lessee and Lessor to enforce any provision of this Lease or to protect or establish any right or remedy of either party hereunder, the unsuccessful party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees, incurred therein by such prevailing party, and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorney's fees shall be included in and as a part of such judgment.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date first written above.

**"LESSOR"**

PALMDALE WATER DISTRICT, a  
California Irrigation District

Dated: 5-25-16

By: Robert E. Alvarado  
Robert E. Alvarado, Board President

ATTEST:

By: Vincent Dindo  
~~Joe Estes, Board Secretary~~ VINCENT DINDO, VICE PRESIDENT

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: Eric L. Dunn  
Eric L. Dunn, PWD Attorney

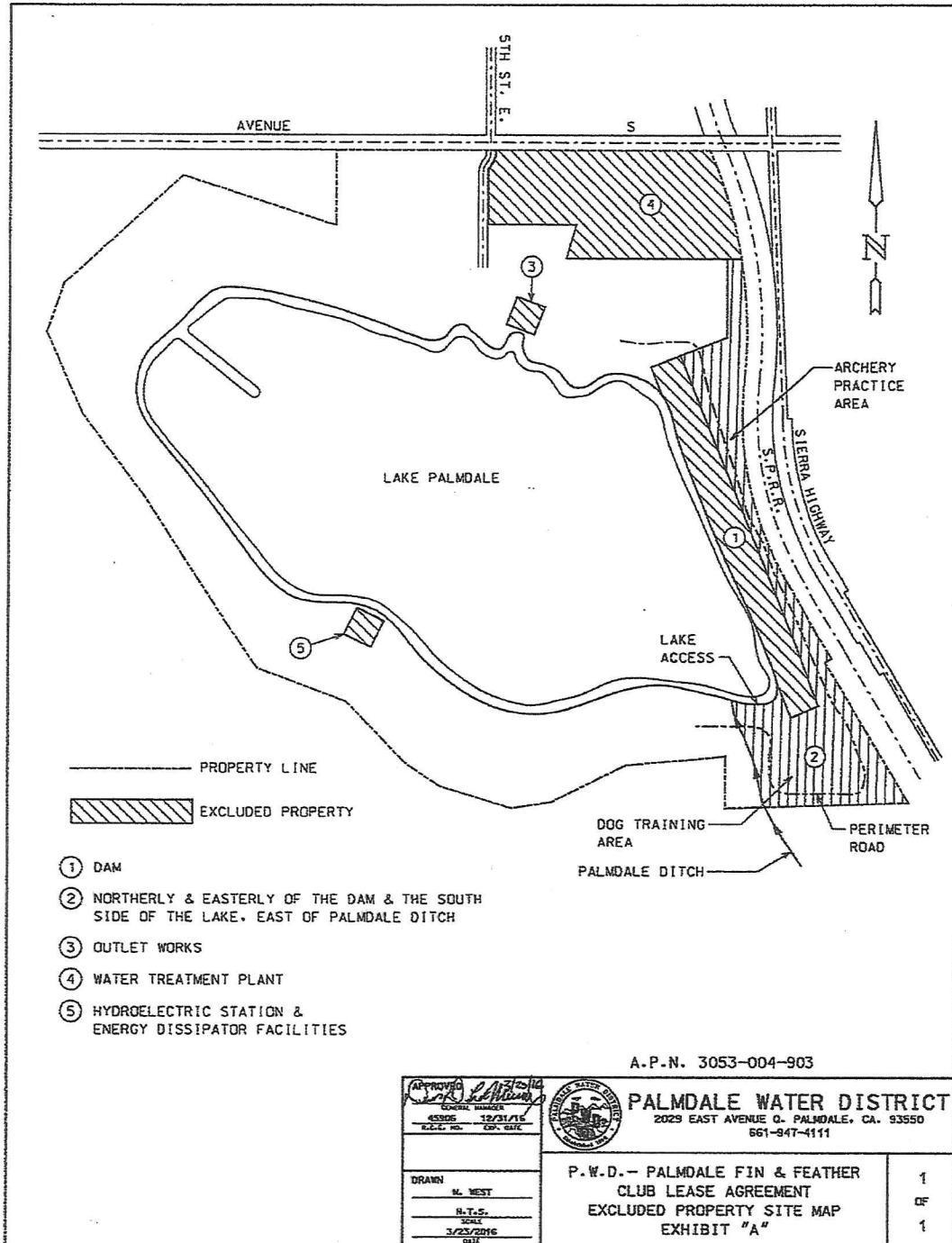
**"LESSEE"**

PALMDALE FIN & FEATHER CLUB, INC.,  
a California Non-Profit Corporation

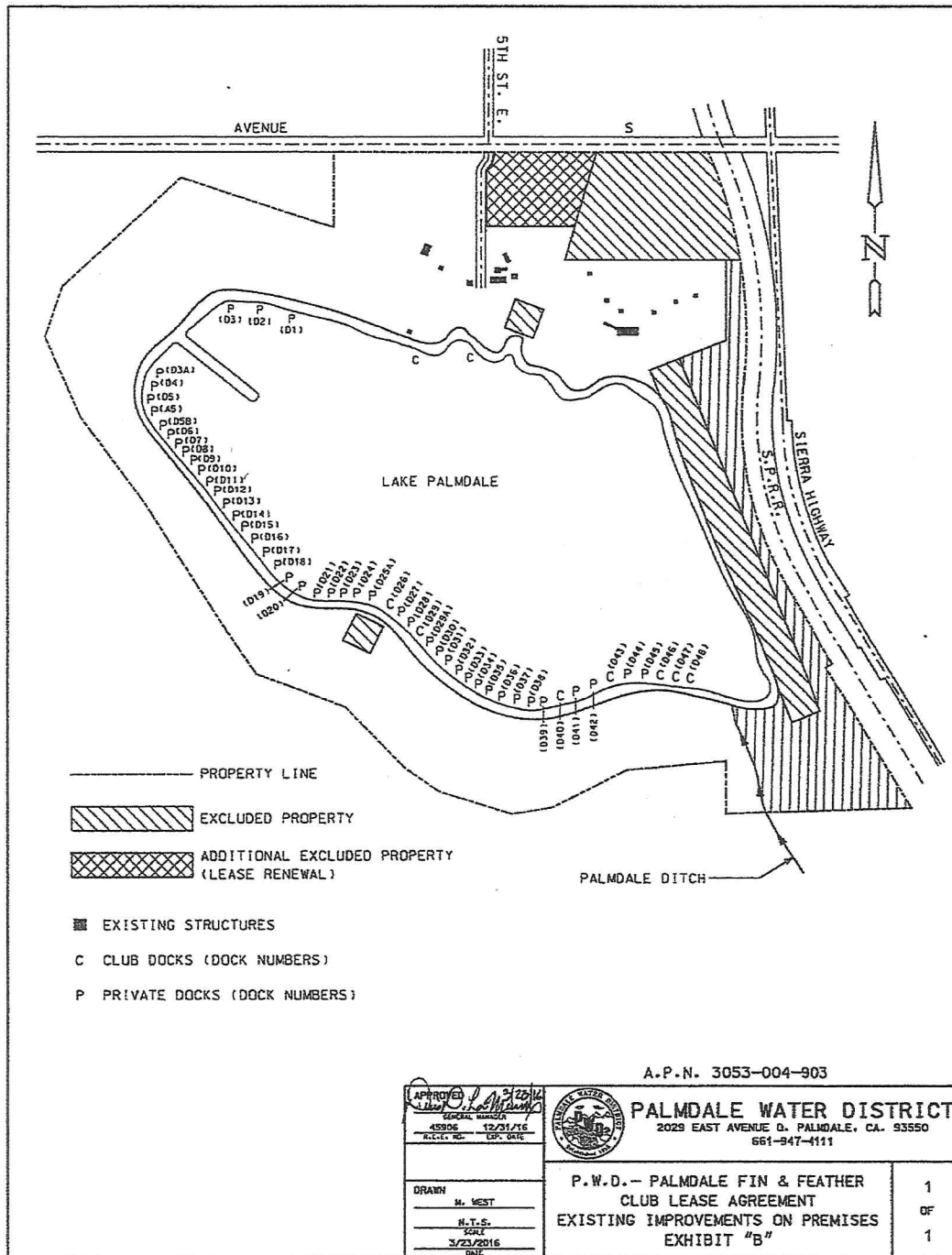
Dated: 5-11-2016

By: Joe Beach  
Joe Beach, President

# Exhibit "A"



# **Exhibit "B"**



**Exhibit "C"**

**LOS ANGELES COUNTY REGIONAL PLANNING**

**NONCONFORMING REVIEW CASE NO. 03-159-(5) FINAL CONDITIONS**

**Page 1 of 4**

1. This grant authorizes the continued operation and maintenance of a non-profit hunting, fishing, trap shooting, archery club, with a trap and bait shop, a live-in caretaker and the storage of boats and recreational vehicles for members of the Club as depicted on the approved Exhibit "A", subject to all of the following conditions of approval.
2. Unless otherwise apparent from the context, the term "permittee" shall include the applicant and any other person, corporation, or other entity making use of this grant.
3. This grant shall not be effective for any purpose until the permittee, and the owner of the subject property if other than the permittee, have filed at the office of the Department of Regional Planning an affidavit stating that they are aware of, and agree to accept, all of the conditions of this grant and that the conditions of the grant have been recorded as required by Condition No. 8, and until all required monies have been paid pursuant to Condition No. 10.
4. The permittee shall defend, indemnify and hold harmless the County, its agents, officers, and employees from any claim, action, or proceeding against the County or its agents, officers, or employees to attack, set aside, void or annul this permit approval, which action is brought within the applicable time period of Government Code Section 65009 or other applicable limitation period. The County shall notify the permittee of any claim, action, or proceeding and the County shall reasonably cooperate in the defense.
5. In the event that any claim, action, or proceeding as described above is filed against the County, the permittee shall within ten days of the filing pay the Department of Regional Planning an initial deposit of \$5,000, from which actual costs shall be billed and deducted for the purpose of defraying the expenses involved in the department's cooperation in the defense, including but not limited to, depositions, testimony, and other assistance to permittee or permittee's counsel. The permittee shall also pay the following supplemental deposits, from which actual costs shall be billed and deducted:
  - a. If during the litigation process, actual costs incurred reach 80 percent of the amount on deposit, the permittee shall deposit additional funds sufficient to bring the balance up to the amount of the initial deposit. There is no limit to the number of supplemental deposits that may be required prior to completion of the litigation.

- b. At the sole discretion of the permittee, the amount of an initial or supplemental deposit may exceed the minimum amounts defined herein.

The cost for collection and duplication of records and other related documents will be paid by the permittee in accordance with Section 2.170.010 of the Los Angeles County Code.

6. This grant will expire unless used within 60 days from the date of approval.
7. If any material provision of this grant is held or declared to be invalid, the permit shall be void and the privileges granted hereunder shall lapse.
8. Prior to the use of this grant, the terms and conditions of the grant shall be recorded in the office of the County Recorder. In addition, upon any transfer or lease of the property during the term of this grant, the permittee shall promptly provide a copy of the grant and its conditions to the transferee or lessee, as applicable, of the subject property.
9. This grant shall terminate on November 17, 2016.

Upon written application of the permittee made no less than six (6) months prior to November 16, 2016, the term of this grant shall be extended by the Director of Planning for a period not to exceed ten (10) years, as provided herein below. The Director shall grant such extension unless it finds one of the following: (1) that the permittee has failed to adhere to the conditions of approval and such failure has not been timely corrected upon written notice thereof, and (2) that the use is not in compliance with all applicable laws and regulations. If either of the foregoing findings is made by the Director, the extension may be denied. Subsequent Extensions may be granted by the Commission upon written application made no less than six (6) months prior to the expiration of the previous extension.

10. The subject property shall be maintained and operated in full compliance with the conditions of this grant and any law, statute, ordinance, or other regulation applicable to any development or activity on the subject property. Failure of the permittee to cease any development or activity not in such full compliance shall be a violation of these conditions. Prior to the use of this grant, the permittee shall deposit with the County of Los Angeles the sum of \$900.00. These monies shall be placed in a performance fund which shall be used exclusively to compensate the Department of Regional Planning for all expenses incurred while inspecting the premises to determine the permittee's compliance with the conditions of approval, including adherence to development in accordance with the site plan on file. The fund provides for six (6) biennial inspections (every other year). The inspections shall be unannounced.

If additional inspections are required to ensure compliance with the conditions of this grant, or if any inspection discloses that the subject property is being used in



violation of any condition of this grant, the permittee shall be financially responsible for and shall reimburse the Department of Regional Planning for all additional inspections and for any enforcement efforts necessary to bring the subject property into compliance. The charge for additional inspections shall be the amount equal to the recovery cost at the time of payment. The current recovery cost is \$150.00 per inspection.

11. Notice is hereby given that any person violating a provision of this grant is guilty of a misdemeanor. Notice is further given that the Regional Planning Commission or a hearing officer may, after conducting a public hearing, revoke or modify this grant, if the Commission or hearing officer finds that these conditions have been violated or that this grant has been exercised so as to be detrimental to the public health or safety or so as to be a nuisance.
12. All requirements of the Zoning Ordinance and of the specific zoning of the subject property must be complied with unless specifically modified by this grant, as set forth in these conditions or shown on the approved plans.
13. The subject property shall be developed and maintained in compliance with requirements of the Los Angeles County Department of Health Services. Adequate water and sewage disposal facilities shall be provided to the satisfaction of said department.
14. All structures shall comply with the requirements of the Division of Building and Safety of the Los Angeles County Department of Public Works.
15. All structures, walls, and fences open to public view shall remain free of extraneous markings, drawings, or signage. These shall include any of the above that do not directly relate to the use subject to this grant or that do not provide pertinent information about the premises. The only exceptions shall be seasonal decorations or signage provided under the auspices of a civic or non-profit organization. In the event any such extraneous markings occur, the permittee shall remove or cover said markings, drawings, or signage within 24 hours of such occurrence, weather permitting. Paint utilized in covering such markings shall be of a color that matches, as closely as possible, the color of the adjacent surfaces.
16. The property shall be maintained in substantial conformance with the approved Exhibit "A". In the event that subsequent revised plans are submitted, the permittee shall submit three (3) copies of the proposed plans to the Director for review and approval. All revised plans must be accompanied by the written authorization of the property owner.
17. The permittee shall maintain all landscaping in a neat, clean and healthy condition, including proper pruning, weeding, removal of litter, fertilizing and replacement of plants when necessary. Watering facilities shall consist of a permanent water-efficient irrigation system, such as "bubblers" or drip irrigation,



for irrigation of all landscaped areas except where there is turf or other ground cover.

18. The permittee shall maintain all areas of the subject property free of litter and debris.
19. The operation and maintenance of the recreational club shall further be subject to all of the following restrictions:
  - a. The permittee shall provide and continuously maintain a minimum of 79 on-site automobile parking spaces. At least one (1) of these spaces shall be van-accessible and reserved for persons with disabilities. The required parking spaces shall be continuously available for vehicular parking only and shall not be used for storage, vehicular repair, or any other unauthorized use;
  - b. Off-site parking for Club members and guests is expressly prohibited;
  - c. During special events the permittee shall direct visitors to on-site parking and ensure that driveways are not obstructed;
  - d. Any parking lot and other exterior lighting shall be hooded and directed away from neighboring residences to prevent direct illumination and glare, with the exception of sensor-activated security lights and/or low level lighting along all pedestrian walkways leading to and from the parking lot;
  - e. Storage of Recreational Vehicles and boats on the subject property shall be for members of the Club only and not open to the public;
  - t. The trapshooting hours of operation shall only be Sundays, from 9 a.m. to 4 p.m., year round, and additionally Wednesdays from 3 p.m. to sunset during daylight savings time; and
  - g. The permittee shall post a sign at the front gate with the caretaker's and the Department of Regional Planning's Zoning Enforcement Section telephone number.

RJF: MBM  
12/1/2004

**Exhibit "D"**

**FIN & FEATHER BYLAWS**

**PALMDALE FIN AND FEATHER CLUB, INC.  
BYLAWS**

All changes as of February 01, 1989 incorporated

**ARTICLE I  
CORPORATED POWERS**

The corporated powers of this club shall be vested in a Board of nine (9) members, five (5) of whom shall be the officers of the club. Each Director shall be a member in good standing holding membership certificates in the club, and five (5) Directors shall constitute a quorum for the transaction of business.

**ARTICLE II  
SEAL**

This corporation shall have a seal consisting of a circle having on its circumference the words "PALMDALE FIN & FEATHER CLUB, incorporated May 24, 1945 California."

**ARTICLE III  
OFFICE**

This corporation shall maintain its principle office in the county of Los Angeles, State of California, but may have offices and transact business at such other places as the Board of Directors may from time to time appoint.

**ARTICLE IV  
BOARD OF DIRECTORS**

Section 1: The Board of Directors shall consist of nine (9) members, five (5) of whom shall be the officers of the club, and any five (5) shall constitute a quorum at any Directors meeting.

Section 2: The Directors shall be elected at the annual meeting. They shall serve for two (2) Years and until their successors are elected. No members elected to the Board of

Directors shall serve as a member of the Board for more than two (2) consecutive terms, or a total of four (4) years consecutively. Their term of office shall begin immediately after election. There shall be alternate elections of directors, four (4) one year and five (5) elected the next year. Vacancies in the Board of Directors shall be filled by the Directors remaining in office, though less than a quorum, and such members so appointed shall hold office until his successor is elected.

Section 3: It shall be the duty of the Board of Directors to pass on the qualifications of all applicants for membership, or associate membership; to transact all business and handle all funds of the club; and to establish any rules and regulations necessary for the proper conduct of the club.

Section 4: The Board of Directors shall have the power to suspend or expel any member or associate member guilty of violating club rules or guilty of conduct which the Board may consider detrimental to the best interest of the club.

#### ARTICLE V OFFICERS

The officers of this club shall be President, Vice-President, Recording Secretary, Membership Secretary and Treasurer, who shall be elected annually by a majority vote of the Board at a meeting called for the purpose of electing officers. Said officers shall be elected from the membership of the Board of Directors.

#### ARTICLE VI PRESIDENT

The President shall preside over all the meetings of the club and Directors and shall sign all the certificates of membership; also all contracts and other instruments of writing, which shall have first been approved by the Board of Directors; and shall draw checks from the treasury when thereby directed by the Board of Directors.

#### ARTICLE VII VICE PRESIDENT

In case of the absence of the President or his inability to act, the Vice President shall act as President.

#### ARTICLE VIII SECRETARIES AND TREASURER

Section 1: The Recording Secretary shall keep a full and complete record of the proceedings of the Board of Directors and of the meeting of the members; shall keep the Seal of the Club and affix the same to such papers and instruments as may be required in the regular

course of business; shall make service of such notices as may be necessary and proper; shall supervise and control the keeping of the books and records of the club; shall discharge such other duties as pertain to the office or as prescribed by the Board of Directors.

Section 2: The Membership Secretary shall make and maintain a complete record of ALL active members, shall collect membership dues and fees, shall be responsible for such dues and fees until turned over to the Treasurer, and shall countersign each membership certificate.

Section 3: The Treasurer shall receive and safely keep all funds of the club and deposit the same in such banks or bank as may be designated by the Board of Directors. Such funds shall be paid out only on the checks of the club, signed by the President and countersigned by the Treasurer. Also, the Treasurer shall supervise and control the keeping of the accounts of the club and shall be responsible for each quarterly audit of the account books.

## ARTICLE IX MEETINGS OF THE CLUB

Section 1: The club shall hold its annual meeting for the election of Directors and Officers and other business on the first Monday of December of each year, if not a legal holiday; and if a legal holiday, then on the next secular day following at 7:30 o'clock p.m.

Section 2: Special meetings of the members and the Board of Directors may be called at any time by the President or at the written request of five (5) members.

Section 3: Other meetings may be held at the call of the President or Board of Directors.

Section 4: Notices of all meetings of the club shall be mailed to each local member of the club five (5) days before such meetings.

Section 5: Notices of all meetings of the Directors shall be mailed to each member of the Board of Directors at least ten (10) days before such meetings.

## ARTICLE X CERTIFICATE OF MEMBERSHIP

Certificate of Membership shall be of such form and device as the Board of Directors may elect and each Certificate shall be signed by the President and countersigned by the Membership Secretary. Each Certificate shall express on its face its number, date of issuance and the person to whom it is issued. Each Certificate shall bear the corporate SEAL of the club, and shall contain a statement printed in clear type that the corporation is not one for profit and that the Membership Certificate is non-transferable and non-assignable. Membership shall be by calendar year.

No Certificate of Membership may be issued to any member or associate member without due payment of regular specified dues, and subsequent approval of the Board of Directors.

## ARTICLE XI MEMBERSHIP

Local Membership in this club shall be limited to owners of real property within the boundaries of the Palmdale Water District.

To be eligible to be an officer in this club, one must own real property within and reside within the boundaries of the Palmdale Water District.

Only Local members may vote and each Local member shall be entitled to one (1) vote and may not vote by proxy.

Associate memberships may be granted to persons to whom the Board of Directors may see fit to extend such membership, upon payment of proper dues and initiation fees. Associate members shall enjoy all the privileges of Local members, except that they may not vote nor hold office.

The privileges of the club, except holding office and voting, shall be "immediate family" means husband, wife and dependent minor children. A Junior member shall be a dependent child from the age of 18 to 21 Years of a paid adult member in good standing.

## ARTICLE XII INITIATION FEES AND DUES

Section 1: Dues and Initiation Fees shall be set at the annual election. Any motion to change the dues must be approved by a majority of members present. Any changes in DUES and INITIATION FEES is to become effective for the next calendar year.

## ARTICLE XIII SUSPENSION AND EXPULSION OF MEMBERS

The Board of Directors shall have power to suspend or expel any member or associate member guilty of violating rules, or guilty of conduct which the Board of Directors may consider detrimental to the best interest of the club.

## ARTICLE XIV VACANCIES

If the office of the President shall become vacant, the Vice President shall immediately succeed to that office. The Vice-Presidency shall then be filled by an election called for that purpose. If the office of Recording Secretary, Membership Secretary or Treasurer shall become vacant, the Board of Directors shall have the power to appoint a member to fill the vacant office until such time as the club may meet to elect a new officer. Vacancies in the Board of Directors shall be filled by the Board of Directors in accordance with the provisions of Article IV, Section 2, and Article XI of these Bylaws, until an election can be held by the membership at the next meeting of the club following the occurrence of the vacancy.

ARTICLE XV  
AMENDMENTS

Amendments to the Bylaws may be proposed at regular meetings of the membership only.

Any motion to change these Bylaws must be laid over to the second regular meeting for final vote.

To become effective, such motion to change the Bylaws must be sent by mail to all Local members and must receive a majority vote of the ballots returned.

ARTICLE XVI  
RECREATION, FISHING AND HUNTING REGULATIONS

The Board of Directors shall have the power to issue and enforce regulations relating to fishing and hunting, and all such regulations as issued by the Board of Directors shall have the same force and effect as a Bylaw of the Corporation.

PALMDALE FIN AND FEATHER CLUB, INC.  
BOARD OF DIRECTORS

## Exhibit "E"

### HONORARY AND VOLUNTARY MEMBERSHIPS

#### *Fin & Feather Club Honorary and Volunteer Membership for PWD Directors and Employees*

Appendix "B" is to help clarify the guidelines and agreement between the Fin & Feather Club (Club) and Palmdale Water District (PWD) as related to PWD Board of Directors and employees receiving an Honorary or Volunteer Club Membership.

#### **Honorary Membership:**

A complimentary Fin & Feather Club Honorary Membership will be offered to the five (5) elected Palmdale Water District Board of Directors and fifteen (15) employees currently holding a management or supervisory position as listed below:

#### PWD Management: (15)

1. General Manager
2. Assistant General Manager
3. Engineering/Grant Manager
4. Operations Manager
5. Facilities Manager
6. Water & Energy Resources Director
7. Project Manager
8. Deputy Water and Energy Resources Director
9. Water Quality/ Regulatory Affairs Supervisor
10. Maintenance Supervisor
11. Construction Supervisor
12. Customer Care Supervisor
13. Human Resources Director
14. PIO/Conservation Director
15. Finance Manager/CFO

#### PWD Board of Directors: (5)

- Board President*  
*Board Vice-President*  
*Board Treasurer*  
*Board Secretary*  
*Director*

#### **Volunteer Membership:**

All other PWD employees will be offered the following options to obtain a Fin & Feather Volunteer Membership:

- Special Rate - The employee can pay a membership fee equal to the amount for that of a renewing PWD resident membership fee; or
- Work-in-Trade - The PWD employee can work at the Club for a total of three (3) eight-hour days at any of the Club's multiple events (Club's Opening Weekend or end-of-year barbeque luncheon are the two biggest. However, other events throughout the year will

be available for employees to obtain 3-days work credit for their membership). Membership would become effective after completion of 24 hours of work. This is limited due to availability of Club Honorary and Volunteer Memberships and the Club may require them to pay the fee as listed under the Special Rate section above.

- Retired employees having served PWD for 15+ years may also be offered the Work-in-Trade option. This is also limited due to availability of Club Honorary and Volunteer Memberships, and the Club may require them to pay the fee as listed under the Special Rate section above.

All Honorary or Volunteer memberships obtained as described in this exhibit will abide by Club rules and are subject to suspensions of membership or fines for violating any Club rule.



**AMENDMENT NO. 1**  
**REVISING EXHIBIT "E"**

of

**May 25, 2016**

**AMENDED and RESTATED**

**LEASE AGREEMENT**

**By and Between**

**PALMDALE WATER DISTRICT**

**and**

**PALMDALE FIN & FEATHER CLUB, INC.**

**(LAKE PALMDALE AND PORTIONS OF THE SURROUNDING AREA)**

Approved: \_\_\_\_\_  
date

**Exhibit "E"**

**HONORARY AND VOLUNTARY MEMBERSHIPS**

A Fin and Feather Honorary Membership will be offered to the elected Palmdale Water District Board of Directors, management, and minimum 5-year, career-status employees. Any other employees who have worked for the District less than 5-years will be offered a Volunteer Membership based upon 24 volunteer hours worked at various Club events, as directed by the Fin and Feather Board; not-to-exceed a total of one-hundred (100) active Palmdale Water District Directors and employees.

Retired employees having served the District for 15+ years may also be offered a Volunteer Membership based upon 24 volunteer hours worked at various Club events, as directed by the Fin and Feather Board. This is also limited due to availability of Club Honorary and Volunteer Memberships, and the Club may require them to pay a membership fee equal to the amount for that of a renewing PWD resident membership fee.

All Honorary or Volunteer memberships obtained as described in this Exhibit will abide by Club rules and are subject to suspensions of membership or fines for violating any Club rule.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment No. 1 replacing Exhibit "E," in its entirety, previously approved in the May 25, 2016 Amended and Restated Lease Agreement By and Between Palmdale Water District and Palmdale Fin & Feather Club, Inc. (Lake Palmdale And Portions of the Surrounding Area):

**"LESSOR"**

PALMDALE WATER DISTRICT,  
A California Irrigation District

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

By: \_\_\_\_\_  
Vincent Dino, Board President

ATTEST:

By: \_\_\_\_\_  
Don Wilson, Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Eric L. Dunn, PWD General Counsel,  
Aleshire & Wynder, LLP

**"LESSEE"**

PALMDALE FIN & FEATHER CLUB, INC.,  
A California Non-Profit Corporation

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

By: \_\_\_\_\_  
Joe Beach, President

**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:** February 4, 2020 **February 10, 2020**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Mr. Scott Rogers, Engineering/Grant Manager  
**VIA:** Mr. Adam Ly, Assistant General Manager  
Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 7.2 – CONSIDERATION AND POSSIBLE ACTION ON  
AWARD OF CONTRACT FOR THE CONSTRUCTION OF THE WATER MAIN  
REPLACEMENT IN AVENUE V-5 UNDER SPECIFICATION NO. 1504 TO BOB  
O. CONSTRUCTION, INC. (\$172,500.00 – BUDGETED – BUDGET ITEM NO. 16-  
613 – ENGINEERING/GRANT MANAGER ROGERS)***

---

**Recommendation:**

Staff recommends that the Board award a contract to Bob O. Construction, Inc. from Lancaster, California in the not-to-exceed amount of \$172,500.00 for the construction of the replacement water main in Avenue V-5 under Specification No. 1504.

**Alternative Options:**

Reject all bids and rebid project later in the year or next year.

**Impact of Taking No Action:**

Water loss and declined revenues from continued main breaks and leaks.

**Background:**

Completion of this project would allow for replacement of approximately 1,750 feet of both 3-inch pipe and 2-inch pipe, which has been identified for replacement due to numerous pipe failures that have required emergency repairs in order to maintain the system in a reliable operating condition and provide water to customers.

The total bid price in the bid proposal submitted by Bob O. Construction, Inc. is \$172,500.00. A bidder's bond in the amount of 10 percent of the total bid price was submitted with the bid proposal. The surety company providing the bid bond is Ohio Casualty Insurance Company of New Hampshire.

The criterion for responsibility pertains to whether the bidder is regularly engaged in this type of work and whether they can perform the work satisfactorily as promised. The contractor is required to provide payment and performance bonds to protect the District's interest.

BOARD OF DIRECTORS  
PALMDALE WATER DISTRICT

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

February 3, 2020

Bob O. Construction, Inc., as the lowest responsive, responsible bidder, does not hold worker's compensation insurance policy due to not having any employees.

The contractor's past performance record has been utilized to evaluate the general competency of the contractor for the performance of the work. To demonstrate the bidder's capability and experience of having completed similar projects successfully, the bid documents require that the contractor submit a list of all projects completed by the contractor during the last three years involving work of similar type and complexity and comparable value.

It is required that no less than 60 percent of the work be performed by the contractor's own forces without subcontracting. It appears that Bob O. Construction, Inc. will perform 100 percent of the work and meets the limitations on the subcontracting work.

Responsiveness of the bid pertaining to compliance with the material terms of the bid documents has been reviewed and deemed acceptable.

Bob O. Construction, Inc., as the lowest responsible bidder, has met the criterion of providing the lowest bid price of qualified firms at \$172,500.00. The lowest qualified bid price is \$24,900.00, or 12.6 percent, lower than the next lowest bidder without the local contractor preference.

**Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 1 – Water Resource Reliability.

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

**Budget:**

This item is under Budget Item No. 16-613.

**Supporting Documents:**

- Bid Results Summary
- Proposal Package from Lowest Responsible Bidder

**PALMDALE WATER DISTRICT SPECIFICATION NO. 1504 BID RESULTS SUMMARY**

**WATER MAIN REPLACEMENT IN AVE. V-5**

BIDDER	STATUS	RAW LUMP SUM							5% LOCAL BIDDER		ADJUSTED LUMP SUM
		BID AMOUNT	MOB	SHT/SHORE	PIPE	PAVING	ALL OTHER	G&C PAVE	TRAFFIC CTL	REDUCTION	
BOB O CONSTRUCTION	LOCAL	\$172,500.00	\$10,000.00	\$10,000.00	\$144,500.00	N/A	\$0.00	N/A	\$8,000.00	\$8,625.00	\$163,875.00
KIRTLLEY CONSTRUCTION, INC.	NON-LOCAL	\$197,400.00	\$11,200.00	\$2,800.00	\$170,400.00	N/A	\$10,000.00	N/A	\$3,000.00		\$197,400.00
CHI CONSTRUCTION	NON-LOCAL	\$235,500.00	\$22,500.00	\$1,500.00	\$180,000.00	N/A	\$30,000.00	N/A	\$1,500.00		\$235,500.00
CEDRO CONSTRUCTION, INC.	NON-LOCAL	\$282,606.67	\$23,500.00	\$3,350.00	\$234,394.00	N/A	\$1,483.00	N/A	\$2,225.00		\$282,606.67

# **PROPOSAL**

## **BIDDER'S DECLARATION** **SPECIFICATION NO. 1504**

Gentlepersons:

The undersigned hereby proposes to perform all work for which a contract may be awarded them and to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor as provided in the Contract Documents, and to do everything required therein for the construction of the Water Main Replacement as specifically set forth in documents entitled Specification No. 1504 – Construction of the Water Main Replacement in Avenue V-5 together with addenda thereto, all as set forth on the drawings and in the specifications and other Contract Documents (hereinafter the "Work"); and they further propose and agree that, if this Proposal is accepted, they will contract in the form and manner stipulated to perform all the Work called for by drawings, specifications, and other Contract Documents, and to complete all such Work in strict conformity therewith within the time limits set forth therein, and that they will accept as full payment therefor the prices set forth in the Bid Sheet(s) forming a part hereof.

(check one)

- ☐ Cash
- ☐ Cashier's check
- ☐ Certified check
- ☒ Bid Bond

properly made payable to Palmdale Water District, hereinafter designated as the Owner, for the sum of \$ 17,250.00, which amount is not less than 10 percent of the total amount of this bid, is attached hereto and is given as a guarantee that the undersigned will execute the Agreement and furnish the required bonds and insurance if awarded the contract and, in case of failure to do so within the time provided, the

(check one)

- ☐ cash shall be retained as liquidated damages by the Owner
- ☐ proceeds of said check shall be retained as liquidated damages by the Owner
- ☒ Surety's liability to the Owner for the face amount of the Bond shall be considered as established.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents, as defined in
- PROPOSAL  
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Section N-13 of the Notice Inviting Bids, including, but not limited to, the bid quantities, any specifications regarding materials to be used, the contract provisions relating to payment for extra work and the procedures for seeking extensions of time.

2. The undersigned, by investigation at the site of the work, by review of any records available for inspection at the offices of utilities in the area affected by the Work, at any applicable public works departments, and otherwise, is satisfied as to the nature and location of the work and is fully informed as to all conditions and matters which can in any way affect the work or the cost thereof, including the location of all underground facilities in the area affected by the Work.

3. The undersigned fully understands the scope of the Work and has checked carefully all words and figures inserted in this Proposal and further understands that the Owner will in no way be responsible for any errors or omissions in the preparation of this Proposal.

4. The undersigned will execute the Agreement and furnish the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Sundays and holidays) after Owner's notice of acceptance of this Proposal; and further, that, unless otherwise specified in the Special provisions, this Proposal may not be withdrawn for a period of forty-five (45) days after the date set for the opening thereof, notwithstanding the award of contract to another bidder. If the undersigned bidder withdraws this Proposal within said period, said bidder shall be liable under the provisions of the Bid Security, or said bidder and their surety shall be liable under the Bid Bond, as the case may be.

5. The undersigned hereby certifies that this Proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other bidder.

6. In conformance with current statutory requirement of the Labor Code of the State of California, the undersigned certifies as follows:

**I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.**

NOW, in compliance with the Notice Inviting Bids and all the provisions hereinbefore stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work for the prices set forth in the attached Bid Sheet(s) upon which award of

PROPOSAL  
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contract will be made.

The undersigned bidder declares that the license held by them is theirs, is current and valid, and is in a classification appropriate to the work to be undertaken.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at LANCASTER CA., California.

Dated JANUARY 21st 20 20 Bidder: BOB O CONSTRUCTION

By: BOB OWEN

Title: OWNER

Bidder's post-office address:

5333 EAST AVE G

LANCASTER CA. 93535

Telephone No.: 661 946-1014  
CELL 661 435-8924

Facsimile No.: 661 942-5050

Corporation organized under the laws  
of the State of N/A

Contractor's License(s): 920162

Expiration Dates: 07/31/2020

Surety or sureties:

Western Surety Company

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT IS FILED WITHIN THREE YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.



## BID SCHEDULE SPECIFICATION NO. 1504

Schedule of Prices for Construction of  
System Improvements  
for  
Palmdale Water District

Item No.	Description	Quantity	Unit	Unit Cost	Item Amount
1	Mobilization, demobilization, and site restoration	1	LS	10,000.00	10,000.00
2	Sheeting, shoring, and bracing for all work indicated.	1	LS	10,000.00	10,000.00
3	Construct ductile iron pipe water pipeline, including bedding, backfill, and appurtenances.	1	LS	144,500.00	144,500.00
4	Base paving and finish paving.	1	LS		N/A
5	All other work indicated not included in items 1 through 4 above.	1	LS		
6	Grind and cap pave approx. 2,000 Sq. Ft. of existing leak repair patches.	2,000	SF		N/A
7	Traffic Control	1	LS	8000.00	8000.00

Total Bid Price: 172,500.00

Total Bid Price:

one hundred seventy two thousand five hundred.

(use words)

## INFORMATION REQUIRED OF BIDDER

### EQUIPMENT/MATERIAL SOURCE INFORMATION

The bidder shall indicate opposite each item of equipment or material listed below, the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the bid. **Failure to comply with this requirement will render the proposal informal and may cause its rejection.** Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the bidder. No substitution will be permitted after award of contract unless equipment or material of the listed manufacturer or supplier cannot meet the specifications.

<u>Specification</u>	<u>Equipment/Material</u>	<u>Manufacturer/Supplier</u>
	TJ PR350 DI	
2-03, 04, 05	Pipe TJ CL50 PR350 DEL	CORE & MAIN
2-03, 04, 05	Fittings SGDPK06	"
3-01, 04	Valves D040P01W/S	"

### LIST OF PROPOSED SUBSTITUTIONS

The bidder may name a proposed substitute manufacturer with an add or deduct amount which will be considered after award. The Contract award, if any, will be on Base Bid amounts.

<u>Spec Section</u>	<u>Equipment Manufacturer</u>	<u>Add (\$)</u>	<u>Deduct (\$)</u>
2-05	Polyvinyl Chloride (PVC) Pipe		

## INFORMATION REQUIRED OF BIDDER

SITE INSPECTION AND UNDERGROUND UTILITIES REVIEW -- Describe when, by whom, and in what manner (a) the site for this proposed work was inspected and (b) records of local utility providers were reviewed on behalf of the bidder (NOTE: Failure to demonstrate diligent effort in ascertaining local conditions which may affect the Work will render this Proposal informal or nonresponsive and may result in its rejection):

ON JANUARY 15TH 2020, BOB+WAYNE OWEN

OF BOBO CONSTRUCTION WALKED SITE TOOK

NOTE OF ALL CONDITIONS.

WENT BACK ON JANUARY 18TH 2020 TO DOUBLE  
CHECK EVERYTHING



## Contractor's License Detail for License # 920162

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- ▶ Per [B&P 7071.17](#), only construction related civil judgments reported to the CSLB are disclosed.
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- ▶ Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 1/21/2020 1:49:53 PM

### Business Information

BOB O CONSTRUCTION  
5333 EAST AVENUE G  
LANCASTER, CA 93534  
Business Phone Number: (661) 946-1014

**Entity** Sole Ownership  
**Issue Date** 07/30/2008  
**Expire Date** 07/31/2020

### License Status

**This license is current and active.**

**All information below should be reviewed.**

### Classifications

- ▶ C12 - EARTHWORK AND PAVING
- ▶ C34 - PIPELINE
- ▶ C42 - SANITATION SYSTEM

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with [WESTERN SURETY COMPANY](#).

**Bond Number:** 64843888

**Bond Amount:** \$15,000

**Effective Date:** 10/22/2019

[Contractor's Bond History](#)

### Workers' Compensation

This license is exempt from having workers compensation insurance; they certified that they have no employees at this time.

**Effective Date:** 06/20/2018

**Expire Date:** None

[Workers' Compensation History](#)

## INFORMATION REQUIRED OF BIDDER

COMPARABLE PROJECT EXPERIENCE -- In accordance with Section I-5 of the Instructions to Bidders, describe at least five (5) comparable projects completed by bidder within past thirty-six (36) month period, including dates completed, location of work, size of project in dollars, names, addresses, and phone numbers of persons in charge of project construction, and the name and address of the public agency or firm for whom the project was constructed (NOTE: Failure to include at least Five (5) jobs similar in size and scope to that contemplated under the Contract Documents will render this Proposal informal or non-responsive and may result in its rejection):

Feb 2015	METER EXCHANGE	155,505.96	COMPLETE 4-2015
2016	WATER MAIN REPLACEMENT		2016
2017	MTR EXCHANGE	147,942.25	2017
2017	FIN+FEATHER-DEBRI REMOVAL	76,000.00	2017
2018	WATE METER EXCHANGE	165,000.00	2018
2018	FIN+FEATHER DEBRI REMOVAL	74,000.00	2018

ALL THE ABOVE WORK WAS DONE FOR

PALMDALE WATER DISTRICT

2029 EAST AVE Q

PALMDALE CA 93550

CONTACT: PETER 947-4111

## CONTRACTOR'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number(s), Type(s) and Expiration Date(s): 92 0162

Expiration Date: 07/31/2020

Name of Individual Contractor (print or type): BOB OWEN

Signature of Owner: Bob Owen

Business Address: 5333 EAST AVE G LANCASTER CA 93535

or

Name of Partnership or Firm: \_\_\_\_\_

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

Signature, name, title and address of partners signing on behalf of the partnership:

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

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

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

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

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

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

or

Name of Corporation: \_\_\_\_\_

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

Corporation organized under the laws of the State of \_\_\_\_\_

SEAL

\_\_\_\_\_  
Signature of Secretary of Corporation

**NOTE: CURRENT COPIES OF ALL APPLICABLE LICENSES MUST BE ATTACHED TO THIS PROPOSAL.**

PROPOSAL  
PAGE P-8

## LIST OF SUBCONTRACTORS

The bidder is required to furnish the following information in accordance with the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California.

Subcontractors must be listed if they will provide work, labor or service in an amount in excess of one-half (1/2) of one percent (1%) of the total bid.

**THAT PORTION OF THE WORK TO BE PERFORMED BY SUBCONTRACTORS SHALL, IN THE AGGREGATE, NOT EXCEED 40% OF ALL WORK PERFORMED, BASED UPON THE TOTAL DOLLAR VALUE OF THE WORK.**

[illegible]

**(NOTE: THE FOLLOWING FORM SHALL BE USED IN CASE CHECK OR CASH ACCOMPANIES BID.)**

## **BID SECURITY FORM**

(Check or Cash to Accompany Bid)

Accompanying this Proposal is

(check one)

- ☐ Cash
- ☐ Certified check payable to the order of Palmdale Water District ("Owner")
- ☐ Cashier's check payable to the order of Palmdale Water District ("Owner")

in the amount of \$\_\_\_\_\_, this amount being not less than ten percent (10%) of the total amount of the bid (hereinafter referred to as "Bid Security").

The Bid Security shall become the property of the Owner provided this Proposal is accepted by the Owner through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance and Payment Bonds, proof of insurance coverage, and other information requested and set forth in the Instructions to Bidders within the time set forth in the Contract Documents; otherwise, the Bid Security shall be returned to the undersigned. The Bid Security shall also become the property of the Owner if the undersigned withdraws their bid within forty-five (45) days after the date set for bid opening, and notwithstanding the award of the contract to another bidder.

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BIDDER

**(NOTE: IF THE BIDDER DESIRES TO USE A BOND INSTEAD OF CHECK OR CASH, THE BID BOND FORM ON THE FOLLOWING PAGES SHALL BE EXECUTED -- THE SUM OF THIS BOND SHALL BE NOT LESS THAN 10 PERCENT OF THE TOTAL AMOUNT OF THE BID.)**

PROPOSAL  
PAGE P-10



**MANDATORY FORM**

**(NOTE: THE FOLLOWING FORM SHALL BE USED WHERE THE BIDDER DESIRES TO FURNISH A BOND INSTEAD OR CHECK OR CASH.)**

**BID SECURITY FORM**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Bob O Construction as principal  
and The Ohio Casualty Insurance Company as  
surety, are held and firmly bound unto Palmdale Water District (hereinafter "Owner,") in  
the sum of \$ Ten (10%), to be paid to the Owner, its successors, and assigns,  
for which payment, well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain Proposal of  
the above Principal for construction of the Water Main Replacement  
as specifically set forth in documents entitled Specification No. 1504

all in accordance with the Contract Documents, including specifications and drawings on  
file at the offices of the Owner, is not withdrawn within the period of 45 days after the date  
set for the opening of bids or as otherwise provided in the Special Provisions, notwith-  
standing the award of the contract to another bidder, and that if said Proposal is accepted  
by the Owner through action of its legally constituted contracting authorities and if the  
above bound principal, its heirs, executors, administrators, successors and assigns, shall  
duly enter into and execute a contract for such construction and shall execute and deliver

**MANDATORY FORM**

the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Sundays and holidays) after the date of notifications by and from said Owner, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this day of \_\_\_\_\_ January 21, 20 20

(SEAL)

Bob O Construction

(Principal)

By Bob Owen

(SEAL)

The Ohio Casualty Insurance Company

(Surety)

By

Michael J Smith  
Michael J Smith, Attorney-in-Fact**NOTE:**

- (1) This bid bond form is a **mandatory form**.
- (2) The bid bond form should specify an exact number of dollars which shall not be less than ten percent (10%) of the total amount of the bid.
- (3) The bid bond form must be acknowledged before notary publics, and a legally sufficient power of attorney must be attached to the bid bond to verify the authority of the party signing on behalf of the surety.

PROPOSAL  
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# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF Los Angeles }

On January 21, 2020 before me, Andrea Fitzpatrick, Notary  
Date Insert Name and Title of the officer

Public, personally appeared Michael J. Smith

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Andrea Fitzpatrick



## OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

### Description of Attached Document

Title or Type of Document: Bid Bond # TOC 1001 Document Date: 1-21-2020  
Number of Pages: 2 Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signers Name: \_\_\_\_\_

☐ Corporate Officer – Title(s) \_\_\_\_\_

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signers Name: \_\_\_\_\_

☐ Corporate Officer – Title(s) \_\_\_\_\_

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8201762-971992**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Henry H. Marvin, Michael J. Smith

all of the city of Lancaster state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of August, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

*David M. Carey*  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 6th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By:

*Teresa Pastella*  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of January, 2020.



By:

*Renee C. Llewellyn*  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**MANDATORY FORM**

**TO BE EXECUTED BY EACH BIDDER**

**NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA )  
 )SS  
COUNTY OF LOS ANGELES )

Bob OWEN, being first duly sworn, declares that he/she is  
[NAME]

SOLE OWNER of BOB O CONSTRUCTION  
(SOLE OWNER, A PARTNER, PRESIDENT, SECRETARY, ETC.) [IDENTITY OF BIDDER]

the party submitting a bid for a contract covering Specification No. 1504

(DESCRIBE NATURE OF CONTRACT)

that such a bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communications or conference with anyone to fix the bid price of said bidder or any other bidder, nor to fix any overhead, profit, or cost element of such bid price, nor of that of any other bidder, nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in their general business.

Dated: 1-22-2020

Signed: Bob Owen  
OWNER  
[TITLE]

Subscribed and sworn to before me this 22<sup>nd</sup> day of January, 20 20, by

Bob Owen, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

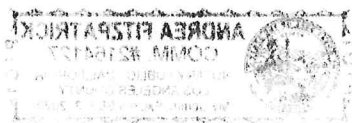
Andrea Fitzpatrick  
Andrea Fitzpatrick, Notary Public



PROPOSAL  
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Notary Public

SEAL

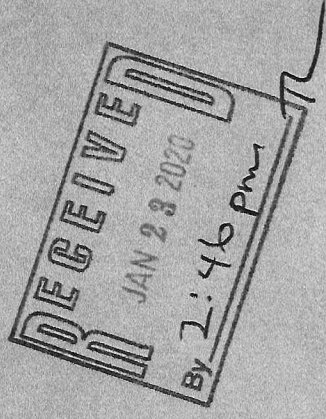


BOB OCONSTRUCTION (BOB OWEN)  
5333 EAST AVENUE G  
LANCASTER, CA. 93535

"PROPOSAL FOR"

WATER MAIN REPLACEMENT AVENUE V-5

JANUARY 23, 2020 3:00 PM



PALMDALE WATER DISTRICT

2029 EAST AVENUE Q

PALMDALE CA. 93550



[Home](#) | [Online Services](#) | [License Details](#)

# Contractor's License Detail for License # 920162

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- ▶ Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- ▶ Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

## Business Information

BOB O CONSTRUCTION  
5333 EAST AVENUE G  
LANCASTER, CA 93534  
Business Phone Number:(661) 946-1014

**Entity**   Sole Ownership  
**Issue Date**   07/30/2008  
**Expire Date**   07/31/2020

## License Status

**This license is current and active.**

**All information below should be reviewed.**

## Classifications

- ▶ C12 - EARTHWORK AND PAVING
- ▶ C34 - PIPELINE
- ▶ C42 - SANITATION SYSTEM

## Bonding Information

### Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.  
**Bond Number:** 64843888  
**Bond Amount:** \$15,000  
**Effective Date:** 10/22/2019  
[Contractor's Bond History](#)

## Workers' Compensation



**Effective Date:** 06/20/2018  
**Expire Date:** None  
Workers' Compensation History

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**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:** February 3, 2020 **February 10, 2020**  
**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. 7.3 – CONSIDERATION AND POSSIBLE ACTION ON  
AWARD OF CONTRACT FOR THE CONSTRUCTION OF THE WATER MAIN  
REPLACEMENT IN AVENUE P FROM 25<sup>TH</sup> STREET EAST TO 1,500 FEET  
EAST UNDER SPECIFICATION NO. 1601 TO KIRTLEY CONSTRUCTION,  
INC. (\$278,600.00 – BUDGETED – BUDGET ITEM NO. 16-602 –  
ENGINEERING/GRANT MANAGER ROGERS)***

---

**Recommendation:**

Staff recommends that the Board award a contract to Kirtley Construction, Inc. dba TK Construction from San Bernardino, California in the not-to-exceed amount of \$278,600.00 for the construction of the replacement water main in Avenue P from 25<sup>th</sup> Street East to 1,500 feet East under Specification No. 1601.

**Alternative Options:**

Reject all bids and rebid the project later in the year or next year.

**Impact of Taking No Action:**

Water loss and declined revenues from continued main breaks and leaks.

**Background:**

Completion of this project would allow for replacement of approximately 1,500 feet of 16-inch pipe, which has been identified for replacement due to numerous pipe failures that have required emergency repairs in order to maintain the system in a reliable operating condition and provide water to customers.

The total bid price in the bid proposal submitted by Kirtley Construction, Inc. is \$278,600.00. A bidder's bond in the amount of 10 percent of the total bid price was submitted with the bid proposal. The surety company providing the bid bond is Ohio Casualty Insurance Company of New Hampshire.

BOARD OF DIRECTORS  
PALMDALE WATER DISTRICT

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

February 3, 2020

The criterion for responsibility pertains to whether the bidder is regularly engaged in this type of work and whether they can perform the work satisfactorily as promised. The contractor is required to provide payment and performance bonds to protect the District's interest.

Kirtley Construction, Inc., as the lowest responsive, responsible bidder, holds a valid worker's compensation insurance policy (Policy number WSD 503415703 with Insurance Company of the West effective from July 1, 2019 through July 1, 2020.)

The contractor's past performance record has been utilized to evaluate the general competency of the contractor for the performance of the work. To demonstrate the bidder's capability and experience of having completed similar projects successfully, the bid documents require that the contractor submit a list of all projects completed by the contractor during the last three years involving work of similar type and complexity and comparable value.

It is required that no less than 60 percent of the work be performed by the contractor's own forces without subcontracting. It appears that Kirtley Construction, Inc. will perform 98 percent of the work and meets the limitations on the subcontracting work.

Responsiveness of the bid pertaining to compliance with the material terms of the bid documents has been reviewed and deemed acceptable.

Kirtley Construction, Inc., as the lowest responsible bidder, has met the criterion of providing the lowest bid price of qualified firms at \$278,600.00. The lowest qualified bid price is \$89,600.00, or 24.33 percent, lower than the next lowest bidder.

**Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 1 – Water Resource Reliability.

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

**Budget:**

This item is under Budget Item No. 16-602.

**Supporting Documents:**

- Bid Results Summary
- Proposal Package from Lowest Responsible Bidder

**PALMDALE WATER DISTRICT SPECIFICATION NO. 1601 BID RESULTS SUMMARY**

**WATER MAIN REPLACEMENT IN AVE. P FROM 25TH ST. EAST TO 1500 FT. EAST**

BIDDER	STATUS	RAW LUMP SUM BID AMOUNT	MOB	SHT/SHORE	PIPE	PAVING	ALL OTHER	G&C PAVE	TRAFFIC CTL	5% LOCAL BIDDER REDUCTION	ADJUSTED LUMP SUM BID AMOUNT
KIRTLLEY CONSTRUCTION, INC.	NON-LOCAL	\$278,600.00	\$12,700.00	\$5,600.00	\$173,000.00	\$41,800.00	\$29,000.00	\$12,000.00	\$4,500.00		\$278,600.00
CHI CONSTRUCTION	NON-LOCAL	\$368,200.00	\$28,000.00	\$2,800.00	\$245,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$8,400.00		\$368,200.00
CHRISTENSEN BROTHERS GEN. ENG., INC	NON-LOCAL	\$402,600.00	\$28,000.00	\$16,000.00	\$105,000.00	\$34,000.00	\$171,000.00	\$30,000.00	\$18,600.00		\$402,600.00
CEDRO CONSTRUCTION, INC.	NON-LOCAL	\$440,053.29	\$28,086.79	\$8,118.34	\$334,455.81	\$32,204.51	\$9,675.99	\$18,461.00	\$0.00		\$440,053.29

# **PROPOSAL**

## **BIDDER'S DECLARATION** **SPECIFICATION NO. 1601**

Gentlepersons:

The undersigned hereby proposes to perform all work for which a contract may be awarded them and to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor as provided in the Contract Documents, and to do everything required therein for the construction of the Water Main Replacement as specifically set forth in documents entitled Specification No. 1601 – Construction of the Water Main Replacement in Avenue P from 25<sup>th</sup> Street East to 1500' East together with addenda thereto, all as set forth on the drawings and in the specifications and other Contract Documents (hereinafter the "Work"); and they further propose and agree that, if this Proposal is accepted, they will contract in the form and manner stipulated to perform all the Work called for by drawings, specifications, and other Contract Documents, and to complete all such Work in strict conformity therewith within the time limits set forth therein, and that they will accept as full payment therefor the prices set forth in the Bid Sheet(s) forming a part hereof.

(check one)

- ☐ Cash
- ☐ Cashier's check
- ☐ Certified check
- ☒ Bid Bond

properly made payable to Palmdale Water District, hereinafter designated as the Owner, for the sum of \$ 27,860.00, which amount is not less than 10 percent of the total amount of this bid, is attached hereto and is given as a guarantee that the undersigned will execute the Agreement and furnish the required bonds and insurance if awarded the contract and, in case of failure to do so within the time provided, the

(check one)

- ☐ cash shall be retained as liquidated damages by the Owner
- ☐ proceeds of said check shall be retained as liquidated damages by the Owner
- ☒ Surety's liability to the Owner for the face amount of the Bond shall be considered as established.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents, as defined in  
PROPOSAL  
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Section N-12 of the Notice Inviting Bids, including, but not limited to, the bid quantities, any specifications regarding materials to be used, the contract provisions relating to payment for extra work and the procedures for seeking extensions of time.

2. The undersigned, by investigation at the site of the work, by review of any records available for inspection at the offices of utilities in the area affected by the Work, at any applicable public works departments, and otherwise, is satisfied as to the nature and location of the work and is fully informed as to all conditions and matters which can in any way affect the work or the cost thereof, including the location of all underground facilities in the area affected by the Work.

3. The undersigned fully understands the scope of the Work and has checked carefully all words and figures inserted in this Proposal and further understands that the Owner will in no way be responsible for any errors or omissions in the preparation of this Proposal.

4. The undersigned will execute the Agreement and furnish the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Sundays and holidays) after Owner's notice of acceptance of this Proposal; and further, that, unless otherwise specified in the Special provisions, this Proposal may not be withdrawn for a period of forty-five (45) days after the date set for the opening thereof, notwithstanding the award of contract to another bidder. If the undersigned bidder withdraws this Proposal within said period, said bidder shall be liable under the provisions of the Bid Security, or said bidder and their surety shall be liable under the Bid Bond, as the case may be.

5. The undersigned hereby certifies that this Proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other bidder.

6. In conformance with current statutory requirement of the Labor Code of the State of California, the undersigned certifies as follows:

**I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.**


NOW, in compliance with the Notice Inviting Bids and all the provisions hereinbefore stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work for the prices set forth in the attached Bid Sheet(s) upon which award of

PROPOSAL  
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contract will be made.

The undersigned bidder declares that the license held by them is theirs, is current and valid, and is in a classification appropriate to the work to be undertaken.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at San Bernardino, California.

Dated January 23, 2020 Bidder: Kirtley Construction, Inc.  
dba TK Construction  
By:   
Troy Kirtley  
Title: President

Bidder's post-office address:

P.O. Box 9608

San Bernardino, CA 92427

Telephone No.: 909-473-8739

Facsimile No.: 909-473-3067

Corporation organized under the laws  
of the State of California

Contractor's License(s): 811801

Expiration Dates: 09-30-2020

Surety or sureties:

Alliant Insurance Services, Inc.

The Ohio Insurance Company

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT IS FILED WITHIN THREE YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

## **BID SCHEDULE** **SPECIFICATION NO. 1601**

Schedule of Prices for Construction of  
System Improvements  
for  
Palmdale Water District

Item No.	Description	Quantity	Unit	Unit Cost	Item Amount
1	Mobilization, demobilization, and site restoration	1	LS	\$12,700	\$12,700.00
2	Sheeting, shoring, and bracing for all work indicated.	1	LS	\$5,600	\$5,600.00
3	Construct ductile iron pipe water pipeline, including bedding, backfill, and appurtenances.	1	LS	\$173,000	\$173,000.00
4	Base paving and finish paving.	1	LS	\$41,800	\$41,800.00
5	All other work indicated not included in items 1 through 4 above.	1	LS	\$29,000	\$29,000.00
6	Grind and cap pave approx. 2,000 Sq. Ft. of existing leak repair patches.	2,000	SF	\$6.00	\$12,000.00
7	Traffic Control	1	LS	\$4,500	\$4,500.00

**Total Bid Price: \$278,600.00**

**Total Bid Price:**

**TWO HUNDRED SEVENTY-EIGHT THOUSAND SIX HUNDRED**

**DOLLARS AND ZERO CENTS**

(use words)



## **INFORMATION REQUIRED OF BIDDER**

## EQUIPMENT/MATERIAL SOURCE INFORMATION

The bidder shall indicate opposite each item of equipment or material listed below, the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the bid. **Failure to comply with this requirement will render the proposal informal and may cause its rejection.** Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the bidder. No substitution will be permitted after award of contract unless equipment or material of the listed manufacturer or supplier cannot meet the specifications.

<u>Specification</u>	<u>Equipment/Material</u>	<u>Manufacturer/Supplier</u>
<u>2-03, 04, 05</u>	<u>Pipe</u>	<u>US Pipe &amp; Foundry</u>
<u>2-03, 04, 05</u>	<u>Fittings</u>	<u>Star / Tyler</u>
<u>3-01, 04</u>	<u>Valves</u>	<u>Mueller Co.</u>

## LIST OF PROPOSED SUBSTITUTIONS

The bidder may name a proposed substitute manufacturer with an add or deduct amount which will be considered after award. The Contract award, if any, will be on Base Bid amounts.

<u>Spec Section</u>	<u>Equipment Manufacturer</u>	<u>Add (\$)</u>	<u>Deduct (\$)</u>
<u>2-05</u>	<u>Polyvinyl Chloride (PVC) Pipe</u>		

## **INFORMATION REQUIRED OF BIDDER**

SITE INSPECTION AND UNDERGROUND UTILITIES REVIEW – Describe when, by whom, and in what manner (a) the site for this proposed work was inspected and (b) records of local utility providers were reviewed on behalf of the bidder (NOTE: Failure to demonstrate diligent effort in ascertaining local conditions which may affect the Work will render this Proposal informal or nonresponsive and may result in its rejection):

On January 22, 2020 Troy Kirtley inspected the project site. Location of utilities was noted.

A map of the nearby SoCal Gas high pressure gas line was also viewed and its

location was noted.

PROPOSAL  
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## **INFORMATION REQUIRED OF BIDDER**

COMPARABLE PROJECT EXPERIENCE -- In accordance with Section I-5 of the Instructions to Bidders, describe at least five (5) comparable projects completed by bidder within past thirty-six (36) month period, including dates completed, location of work, size of project in dollars, names, addresses, and phone numbers of persons in charge of project construction, and the name and address of the public agency or firm for whom the project was constructed (NOTE: Failure to include at least five (5) jobs similar in size and scope to that contemplated under the Contract Documents will render this Proposal informal or non-responsive and may result in its rejection):

- |    |   |   |
|----|---|---|
| 1. | Lake Hemet Municipal<br>Owner: Water District | Project Name: Well 17 Waterline Installation    |
|    | Contact: Jason Venable                        | Contract Amount: \$217,580.00                   |
|    | Contract Duration: 150 Calendar Days          | Actual Duration: 57 Calendar Days               |
|    | Total Change Orders: None                     |   |
| 2. | Searles Valley Minerals                       | Project Name: China Lake Waterline Installation |
|    | Contact: Steve Kourakos                       | Contract Amount: \$1,102,141.09                 |
|    | Contract Duration: 75 Calendar Days           | Actual Duration: 75 Calendar Days               |
|    | Total Change Orders: None                     |   |
| 3. | Searles Valley Minerals                       | Project Name: 24" Brine Line Installation       |
|    | Contact: Ray Becker                           | Contract Amount: \$998,000.00                   |
|    | Contract Duration: 15 Calendar Days           | Actual Duration: 15 Calendar Days               |
|    | Total Change Orders: None                     |   |
|    |   |   |
|    |   |   |
|    |   |   |

## **INFORMATION REQUIRED OF BIDDER**

COMPARABLE PROJECT EXPERIENCE -- In accordance with Section I-5 of the Instructions to Bidders, describe at least five (5) comparable projects completed by bidder within past thirty-six (36) month period, including dates completed, location of work, size of project in dollars, names, addresses, and phone numbers of persons in charge of project construction, and the name and address of the public agency or firm for whom the project was constructed (NOTE: Failure to include at least five (5) jobs similar in size and scope to that contemplated under the Contract Documents will render this Proposal informal or non-responsive and may result in its rejection):

4. Owner: City of Loma Linda Project Name: Waterline /Pavement Rehabilitation at Daisy Ave.

Contact: Jarb Thaipejr Contract Amount: \$936,558.10

Contract Duration: 50 Working Days Actual Duration: 63 Working Days

Total Change Orders: \$317,347.20

5. Owner: City of San Bernardino IVDA Intermediate Zone  
Municipal Water Department Project Name: 24" Transmission Main Project

Contact: Steve Miller Contract Amount: \$3,848,225.00

Contract Duration: 300 Calendar Days Actual Duration: 294 Calendar Days

Total Change Orders: \$133,362.90

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## CONTRACTOR'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number(s), Type(s) and Expiration Date(s): CSLB # 811801

Types: Class A, General Engineering & Class C32 Pipeline

Expiration Date: 09/30/2020

Name of Individual Contractor (print or type): \_\_\_\_\_

Signature of Owner: \_\_\_\_\_

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

or

Name of Partnership or Firm: \_\_\_\_\_

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

Signature, name, title and address of partners signing on behalf of the partnership:

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

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

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

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

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

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

or

Name of Corporation: Kirtley Construction, Inc. dba TK Construction

Business Address: P.O. Box 9608, San Bernardino, CA 92427

Corporation organized under the laws of the State of California

SEAL

Patricia Kirtley - Secretary/Treasurer

  
\_\_\_\_\_  
Signature of Secretary of Corporation

**NOTE: CURRENT COPIES OF ALL APPLICABLE LICENSES MUST BE ATTACHED TO THIS PROPOSAL.**

PROPOSAL  
PAGE P-8

# Copy of Contractors License



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number

**811801**

Entity **CORP**

Business Name

**KIRTLEY CONSTRUCTION INC DBA  
T K CONSTRUCTION**

Classification **A**

Expiration Date

**09/30/2020**

[www.cslb.ca.gov](http://www.cslb.ca.gov)



## LIST OF SUBCONTRACTORS

The bidder is required to furnish the following information in accordance with the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California.

Subcontractors must be listed if they will provide work, labor or service in an amount in excess of one-half (1/2) of one percent (1%) of the total bid.

THAT PORTION OF THE WORK TO BE PERFORMED BY SUBCONTRACTORS SHALL, IN THE AGGREGATE, NOT EXCEED 40% OF ALL WORK PERFORMED, BASED UPON THE TOTAL DOLLAR VALUE OF THE WORK.

[illegible]

**(NOTE: THE FOLLOWING FORM SHALL BE USED IN CASE CHECK OR CASH ACCOMPANIES BID.)**

## **BID SECURITY FORM**

(Check or Cash to Accompany Bid)

Accompanying this Proposal is

(check one)

- ☐ Cash
- ☐ Certified check payable to the order of Palmdale Water District ("Owner")
- ☐ Cashier's check payable to the order of Palmdale Water District ("Owner")

in the amount of \$\_\_\_\_\_, this amount being not less than ten percent (10%) of the total amount of the bid (hereinafter referred to as "Bid Security").

The Bid Security shall become the property of the Owner provided this Proposal is accepted by the Owner through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance and Payment Bonds, proof of insurance coverage, and other information requested and set forth in the Instructions to Bidders within the time set forth in the Contract Documents; otherwise, the Bid Security shall be returned to the undersigned. The Bid Security shall also become the property of the Owner if the undersigned withdraws their bid within forty-five (45) days after the date set for bid opening, and notwithstanding the award of the contract to another bidder.

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BIDDER

**(NOTE: IF THE BIDDER DESIRES TO USE A BOND INSTEAD OF CHECK OR CASH, THE BID BOND FORM ON THE FOLLOWING PAGES SHALL BE EXECUTED -- THE SUM OF THIS BOND SHALL BE NOT LESS THAN 10 PERCENT OF THE TOTAL AMOUNT OF THE BID.)**

PROPOSAL  
PAGE P-10



**MANDATORY FORM**

(NOTE: THE FOLLOWING FORM SHALL BE USED WHERE THE BIDDER DESIRES TO FURNISH A BOND INSTEAD OR CHECK OR CASH.)

**BID SECURITY FORM**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Kirtley Construction, Inc. dba TK Construction as principal  
and The Ohio Casualty Insurance Company as  
surety, are held and firmly bound unto Palmdale Water District (hereinafter "Owner,") in  
the sum of \$ Ten percent of amount bid, to be paid to the Owner, its successors, and assigns,  
for which payment, well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain Proposal of  
the above Principal for construction of the Water Main Replacement in Avenue P From 25th Street East  
to 1500' E/O C/L 25th Street East  
as specifically set forth in documents entitled Specification No. 1601

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all in accordance with the Contract Documents, including specifications and drawings on  
file at the offices of the Owner, is not withdrawn within the period of 45 days after the date  
set for the opening of bids or as otherwise provided in the Special Provisions, notwith-  
standing the award of the contract to another bidder, and that if said Proposal is accepted  
by the Owner through action of its legally constituted contracting authorities and if the  
above bound principal, its heirs, executors, administrators, successors and assigns, shall  
duly enter into and execute a contract for such construction and shall execute and deliver

PROPOSAL  
PAGE P-11

**MANDATORY FORM**

the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Sundays and holidays) after the date of notifications by and from said Owner, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this  
day of January 16, 20 20

(SEAL)

Kirtley Construction, Inc. dba TK Construction  
(Principal)

By



(SEAL)

The Ohio Casualty Insurance Company  
(Surety)

By

  
Christina Mountz, Attorney-in-Fact

**NOTE:**

- (1) This bid bond form is a **mandatory form**.
- (2) The bid bond form should specify an exact number of dollars which shall not be less than ten percent (10%) of the total amount of the bid.
- (3) The bid bond form must be acknowledged before notary publics, and a legally sufficient power of attorney must be attached to the bid bond to verify the authority of the party signing on behalf of the surety.

PROPOSAL  
PAGE P-12

## CIVIL CODE § 1189

State of California

On January 23, 2020


before me, Sarah Ellison, Notary Public

Date \_\_\_\_\_

*Here Insert Name and Title of the Officer*

Name(s) of Signer(s)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

 SARAH ELLISON  
Notary Public - California  
San Bernardino County  
Commission # 2263680  
My Comm. Expires Oct 21, 2022

Signature

Signature of Notary Public

### Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: January 23, 2020

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above:

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Troy Kirtley

Signer's Name: \_\_\_\_\_

☒ Corporate Officer – Title(s): President

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General☐ Partner – ☐ Limited ☐ General☐ Individual☐ Individual

- Attorney in Fact

- ☐ Attorney in Fact

☐ Trustee☐ Trustee

☐ Guardian of Conservator

☐ Guardian of Conservator☐ Other:☐ Other:

Signer is Representing:

Signer is Representing:

# 8667 CALIFORNIA; ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino

ss.

On January 16, 2020

before me,

Cynthia J. Young, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Christina Mountz

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Cynthia J. Young*  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☐ Individual

☐ Corporate Officer

Title \_\_\_\_\_

☐ Partner -- ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

Other: \_\_\_\_\_

RT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_



STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Amended  
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

**The Ohio Casualty Insurance Company**

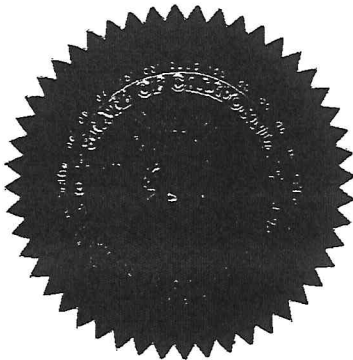
*of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,  
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,  
Sprinkler, Automobile and Miscellaneous**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 19<sup>th</sup> day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19<sup>th</sup> day of March, 2013.



Dave Jones  
Insurance Commissioner

*Valerie Sarfaty*

Valerie J. Sarfaty  
for Nettie Hoge  
Chief Deputy

By

**NOTICE:**

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8202540-969615**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Laurie B. Druck, Jay P. Freeman, Christina Mountz, Melissa Schwartz, Cynthia J. Young

all of the city of San Bernardino state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of November, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY ss

On this 6th day of November, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of January, 2020



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.





## GOVERNMENT CODE § 8202

☒ See Attached Document (Notary to cross out lines 1-6 below)

☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino

Subscribed and sworn to (or affirmed) before me

on this 23rd day of January, 2020,  
by Date Month Year

by      *Date*                      *Month*                      *Year*

(1) Troy Kirtley

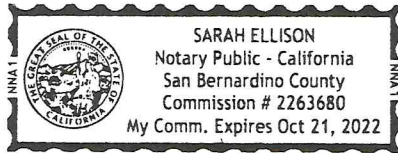
(and (2) \_\_\_\_\_),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

Signature of Notary Public



*Place Notary Seal and/or Stamp Above*

## OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Non-Collusion Affidavit

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_



Notary Public

SEAL

ADDENDUM NO. 1

January 13, 2020  
Page 1 of 2

ADDENDUM NO. 1  
TO  
CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR  
CONSTRUCTION OF THE WATER MAIN REPLACEMENT IN AVENUE P FROM  
25<sup>TH</sup> STREET EAST TO 1500' E/O C/L 25<sup>TH</sup> STREET EAST  
SPECIFICATION NO. 1601

January 13, 2020

Addendum No. 1 Affects the Following Sections of the Notice of Inviting Bids, Instructions to Bidders, Proposal, General Provisions, and Special Provisions:

PAGE/SECTION	TITLE
N-2	DATE OF OPENING BIDS
N-10	CONTRACT RETENTION
N-11	WAGE RATES
N-16	COMMUNITY WORKFORCE AGREEMENT
I-2	INTERPRETATION OF DRAWINGS AND SPECIFICATIONS
I-17	COMMUNITY WORKFORCE AGREEMENT
P-2	PARAGRAPH 1
P-7	INFORMATION REQUIRED OF BIDDER
P-11	BID SECURITY FORM – BID BOND
G-1	ARTICLE 1.1 DEFINITIONS – CONTRACT DOCUMENTS
G-4	ARTICLE 2.1 – CONTRACT DOCUMENTS
G-36	6-26 – PAYROLL RECORDS
SP-1	BEGINNING AND COMPLETION OF WORK



SCOTT ROGERS,  
Engineering Manager  
SR/PKT/tll

[Home](#) | [Online Services](#) | [License Details](#)

## Contractor's License Detail for License # 811801

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- ▶ Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- ▶ Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

### Business Information

KIRTLEY CONSTRUCTION INC  
dba T K CONSTRUCTION

P O BOX 9608  
SAN BERNARDINO, CA 92427  
Business Phone Number:(909) 473-8739

<b>Entity</b>	Corporation
<b>Issue Date</b>	08/23/2002
<b>Reissue Date</b>	09/14/2006
<b>Expire Date</b>	09/30/2020

### License Status

This license is current and active.

All information below should be reviewed.

### Classifications

- ▶ A - GENERAL ENGINEERING CONTRACTOR
- ▶ C34 - PIPELINE

### Bonding Information



**Bond Number:** 292690  
**Bond Amount:** \$15,000  
**Effective Date:** 01/01/2016  
Contractor's Bond History

**Bond of Qualifying Individual**

The qualifying individual TROY JAMES KIRTLEY certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.  
**Effective Date:** 11/16/2018  
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the INSURANCE COMPANY OF THE WEST  
**Policy Number:**WSD503415703  
**Effective Date:** 07/01/2019  
**Expire Date:** 07/01/2020  
Workers' Compensation History

Miscellaneous Information

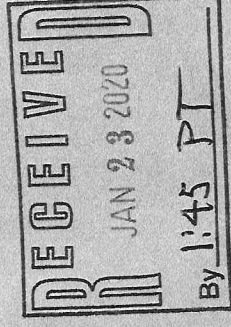
► 09/14/2006 - LICENSE REISSUED TO ANOTHER ENTITY



Kirtley Construction, Inc. dba TK Construction

P.O. Box 9608

San Bernardino, CA 92427



Palmdale Water District  
2029 East Avenue Q  
Palmdale, CA 93550

PROPOSAL FOR: WATER MAIN REPLACEMENT IN AVENUE P  
FROM 25TH STREET EAST TO 1500' E/O C/L 25TH STREET EAST  
SPECIFICATION NO. 1601

Bid Opening: January 23, 2020 at 2:00 PM

## INFORMATION REQUIRED OF BIDDER

COMPARABLE PROJECT EXPERIENCE -- In accordance with Section I-5 of the Instructions to Bidders, describe at least five (5) comparable projects completed by bidder within past thirty-six (36) month period, including dates completed, location of work, size of project in dollars, names, addresses, and phone numbers of persons in charge of project construction, and the name and address of the public agency or firm for whom the project was constructed (NOTE: Failure to include at least five (5) jobs similar in size and scope to that contemplated under the Contract Documents will render this Proposal informal or non-responsive and may result in its rejection):

- |   |  |
|---|--|
| 1. Owner: Lake Hemet Municipal<br>Water District  | Project Name: Well 17 Waterline Installation |
| Jason Venable -<br>Contact: 951-658-3241 ext.256  | Contract Amount: \$217,580.00                |
| <hr/>   |  |
| Contract Duration: 150 Calendar Days  | Actual Duration: 57 Calendar Days            |
| <hr/>   |  |
| Total Change Orders: None <i>EASY TO WORK WITH, GOOD WORK, COMPETENT<br/>HONEST, EFFICIENT.</i> |  |
  
- |   |   |
|---|---|
| 2. Owner: Searles Valley Minerals   | Project Name: China Lake Waterline Installation |
| Steve Kourakos -<br>Contact: 760-614-5077                                     | Contract Amount: \$1,102,141.09                 |
| <hr/>   |   |
| Contract Duration: 75 Calendar Days   | Actual Duration: 75 Calendar Days               |
| <hr/>   |   |
| Total Change Orders: None <i>ON SCHED, UNDER BUDGET, QUALIFIED, EFFICIENT</i> |   |
  
- |   |   |
|---|---|
| 3. Owner: Searles Valley Minerals                       | Project Name: 24" Brine Line Installation |
| Ray Becker -<br>Contact: 760-372-2098                   | Contract Amount: \$998,000.00             |
| <hr/>   |   |
| Contract Duration: 15 Calendar Days                     | Actual Duration: 15 Calendar Days         |
| <hr/>   |   |
| Total Change Orders: None <i>BEST WE HAVE EVER SEEN</i> |   |
| <hr/>   |   |
| <hr/>   |   |
| <hr/>   |   |



## INFORMATION REQUIRED OF BIDDER

COMPARABLE PROJECT EXPERIENCE -- In accordance with Section I-5 of the Instructions to Bidders, describe at least five (5) comparable projects completed by bidder within past thirty-six (36) month period, including dates completed, location of work, size of project in dollars, names, addresses, and phone numbers of persons in charge of project construction, and the name and address of the public agency or firm for whom the project was constructed (NOTE: Failure to include at least five (5) jobs similar in size and scope to that contemplated under the Contract Documents will render this Proposal informal or non-responsive and may result in its rejection):

- |  |  |
|--|--|
| <p>4. <u>Owner: City of Loma Linda</u></p>   | <p style="text-align: right;">Waterline /Pavement</p> <p><u>Project Name: Rehabilitation at Daisy Ave.</u></p>     |
| <p style="padding-left: 40px;">Jarb Thaipejr -</p> <p><u>Contact: 909-799-2811</u></p>                       | <p><u>Contract Amount: \$936,558.10</u></p>  |
| <p><u>Contract Duration: 50 Working Days</u>      <u>Actual Duration: 63 Working Days</u></p>                |  |
| <p><u>Total Change Orders: \$317,347.20</u>      <i>AHEAD OF SCHED, COMPETENT, COMPLETELY SATISFIED.</i></p> |  |
| <p style="padding-left: 40px;">City of San Bernardino</p> <p>5. <u>Owner: Municipal Water Department</u></p> | <p style="text-align: right;">IVDA Intermediate Zone</p> <p><u>Project Name: 24" Transmission Main Project</u></p> |
| <p style="padding-left: 40px;">Steve Miller -</p> <p><u>Contact: 909-453-6170</u></p>                        | <p><u>Contract Amount: \$3,848,225.00</u></p>  |
| <p><u>Contract Duration: 300 Calendar Days</u>      <u>Actual Duration: 294 Calendar Days</u></p>            |  |
| <p><u>Total Change Orders: \$133,362.90</u></p>  |  |
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**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:** February 4, 2020 **February 10, 2020**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 7.4 – CONSIDERATION AND POSSIBLE ACTION ON RESOLUTION NO. 20-2 BEING A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT NOMINATING DENNIS D. LaMOREAUX TO THE CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA) SOUTHERN NETWORK BOARD OF DIRECTORS SEAT B POSITION. (BUDGET IMPACT – UNKNOWN TRAVEL EXPENSES – GENERAL MANAGER LaMOREAUX)***

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**Recommendation:**

It has been recommended that the District nominate a Board or staff member to the California Special Districts Association (CSDA) Southern Network Board of Director open Seat B position. Resolution No. 20-2 nominates Dennis D. LaMoreaux to this seat.

**Alternative Options:**

The Board can choose not to nominate a Board or staff member for this position.

**Impact of Taking No Action:**

There is no impact from no action.

**Background:**

The CSDA recently held elections for their Southern Network Board of Directors Seat B position. The successful candidate in this election was Kathleen Tiegs, however, Ms. Tiegs did not win re-election to her member agency Board disqualifying her for the Seat B position.

CSDA is now requesting nominations for an appointment to the Seat B position with the candidates participating in an interview process for selection to the seat. The deadline to submit nominations for candidates is March 6, 2020. The successful candidate will take office April 1, 2020.

The CSDA Board of Directors Commitments and Responsibilities are outlined on the attached CSDA Policy 2.16.

**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:**

Conference attendance is included in the 2020 Budget; however, unknown travel expenses may be incurred for CSDA Board and Committee meeting attendance.

**Supporting Documents:**

- CSDA Policy 2.16
- Resolution No. 20-2 being A Resolution of the Board of Directors of the Palmdale Water District Nominating Dennis D. LaMoreaux to the California Special Districts Association (CSDA) Southern Network Board of Directors Seat B Position.
- CSDA Board Appointment Nomination Form
- CSDA Board Appointment Candidate Information
- CSDA Network map



## **Policy 2.16: Board Commitments & Responsibilities**

### **Overview:**

The Board of Directors is responsible for ensuring the Association's long-term financial stability and integrity. Directors ensure the Association fulfills its mission to promote good governance and improved core local services through professional development, advocacy and other services for all types of independent special districts. In order to foster the Association's continued viability and growth, effective member engagement and sufficient revenue are essential. Accordingly, Directors pledge to be active participants and promote the Association and its services.

### **Core Commitments:**

1. Support the approved CSDA mission statement, vision statement, and Board beliefs.
2. Advocate for the Association and its members.
3. Serve as a part of a unified governing body.
4. Govern within Board policies, standards and ethics.
5. Dedicate the time and energy necessary to be effective.
6. Represent and make policy decisions based on the impact to the entire special districts community.
7. Respect the individual views of Directors, then collectively support Board decisions.
8. Communicate as a cohesive Board of Directors with a common vision and voice.
9. Operate with the highest standards of integrity and trust.

Date Approved: 11/8/2013

Date Amended: 03/13/2015, 11/13/15, 09/02/16, 01/20/17, 01-19-18



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## **Duties & Responsibilities:**

### General Participation

1. Regularly attend Board meetings – a Board member may be dismissed after three unexcused absences.
2. Actively participate in decision-making by being familiar with issues and prepared to address all agenda items.
3. Participate in setting CSDA policy, budget approval and establishing the direction for the Association through the Strategic Plan.
4. Actively participate as a member of at least one and no more than two CSDA committees – Board Officers may participate in more than two committees as required in the CSDA Bylaws and Board Policy Manual.
5. Attend the Association's annual conference and legislative days and participate in other meetings/events.

### Governance & Training

1. Complete all four modules of CSDA's Special District Leadership Academy (SDLA) within 2 years of being elected/appointed to the CSDA Board of Directors prior to the expiration of a CSDA Board Member's full-term of office. If not completed by the end of the full-term, the CSDA Board Member shall be ineligible to run for re-election on the CSDA Board of Directors unless they are registered to attend the next available SDLA event.
2. Attend Board member orientation training provided by CSDA.
3. Provide CSDA electronic certificates for posting on the CSDA website indicating current and successful completion of AB1234 (Ethics Training), AB1825 (Harassment Prevention Training), and graduation from the CSDA Special District Leadership Academy (SDLA).

### Association Programs

1. Actively understand and encourage participation in CSDA partner programs (SDRMA, CSDA Finance Corporation, SDLF) as well as other CSDA endorsed services within your district, chapter, Network service area and statewide.

Date Approved: 11/8/2013

Date Amended: 03/13/2015, 11/13/15, 09/02/16, 01/20/17, 01-19-18



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### CEO Performance Evaluation

1. Complete and submit the annual Chief Executive Officer (CEO) performance evaluation form.

### Advocacy, Recruitment & Retention

1. Encourage timely responses from your district and service area to CSDA legislative calls to action and other grassroots efforts. Play an active grassroots role within your service area and participate in grassroots campaigns coordinated by CSDA.
2. Advocate for CSDA with an emphasis on building relationships and furthering the understanding/awareness of special districts and the Association within your service area, chapter and statewide.
3. Promote CSDA membership and engagement opportunities in ways appropriate within your service area (i.e. sponsorships, advertisers, exhibitors, speakers, professional development opportunities, services, programs, etc.).

### Finance

1. Read and understand CSDA financial statements and otherwise assist the Board in fulfilling its fiduciary responsibility.

Date Approved: 11/8/2013

Date Amended: 03/13/2015, 11/13/15, 09/02/16, 01/20/17, 01-19-18

**RESOLUTION NO. 20-2**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
PALMDALE WATER DISTRICT  
NOMINATING DENNIS D. LaMOREAUX TO THE  
CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA) SOUTHERN NETWORK  
BOARD OF DIRECTORS SEAT B POSITION**

**WHEREAS**, the CSDA is looking for Independent Special District Board Members and General Managers to lead the direction of CSDA for the 2020-2022 term; and

**WHEREAS**, the Palmdale Water District is a member district of the CSDA; and

**WHEREAS**, Dennis D. LaMoreaux, General Manager, for the Palmdale Water District, is interested in the issues confronting special districts statewide and is seeking the CSDA Board of Directors Seat B position for the Southern Network; and

**WHEREAS**, Mr. LaMoreaux has 30 years of experience leading special districts both at the Palmdale Water District and at the Rosamond Community Services District, serves as Executive Director for the Palmdale Recycled Water Authority, serves as Chair of the Antelope Valley Water Master Advisory Committee, and has guided the Palmdale Water District towards its Special District Leadership Foundation District of Distinction – Platinum Level and District Transparency Certificate of Excellence re-accreditation.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Palmdale Water District is confident that Dennis D. LaMoreaux will advocate for the common interests of all California's special districts and will bring new and innovative ideas to the CSDA Southern Network Board of Directors Seat B position as well as to any CSDA Committee appointments.

**BE IT FURTHER RESOLVED**, that the Board of Directors of the Palmdale Water District offers its full support and nomination of Dennis D. LaMoreaux to the CSDA Southern Network Board of Directors Seat B position.

**ADOPTED** this 10th day of February, 2020.

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Vincent Dino, PRESIDENT

ATTEST:

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Don Wilson, SECRETARY

APPROVED AS TO FORM:

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ALESHIRE & WYNDER, LLP,  
General Counsel



**California Special  
Districts Association**  
*Districts Stronger Together*

**2020-2022 BOARD APPOINTMENT  
FOR SEAT B COASTAL NETWORK  
NOMINATION FORM**

Name of Candidate: Dennis D. LaMoreaux, PE, SDA

District: Palmdale Water District

Mailing Address: 2029 East Avenue Q

Palmdale, CA 93550

Network: Southern

District Telephone: 661-947-4111

Candidate Direct Telephone: 661-456-1017

Best Time to Arrange a Call: AM ☒ PM ☒

Monday ☒ Tuesday ☒ Wednesday ☒ Thursday ☒ Friday ☒ Saturday ☐

(Will also be available for in-person interview if requested)

E-mail: dlamoreaux@palmdalewater.org

Nominated by (optional): Palmdale Water District

**Return this form and a Board resolution/minute action supporting the candidate  
and Candidate Information Sheet by mail, or email to:**

CSDA  
Attn: Amber Phelen  
1112 I Street, Suite 200  
Sacramento, CA 95814  
(877) 924-2732 (916) 442-7889 fax  
amberp@csda.net

***DEADLINE FOR RECEIVING NOMINATIONS – March 6, 2020***



**California Special  
Districts Association**  
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## **2020-2022 CSDA BOARD APPOINTMENT SEAT B COASTAL NETWORK CANDIDATE INFORMATION SHEET**

**The following information MUST accompany your nomination form and Resolution/Minutes:**

**Name:** Dennis D. LaMoreaux, PE, SDA

**District/Company:** Palmdale Water District

**Title:** General Manager

**Elected/Appointed/Staff:** Staff

**Length of Service with District:** 30 years with Palmdale Water District, 1 year with Rosamond Community Services District

- 1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):**

Regular attendee of Annual Conferences, General Manager Leadership Summit, Governance Certificate, Special District Institute Certificate in Special District Leadership & Management, Special District, Administrator, Coach in CSDA Coaching Program.

- 2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):**

Active in ACWA and ACWA/JPIA

- 3. List local government involvement (such as LAFCO, Association of Governments, etc.):**

Participated in two MSR with the Los Angeles LAFCO, Executive Director for the Palmdale Recycled Water Authority, Chair of Antelope Valley Watermaster Advisory Committee, and Member of Air Force Plant 42 Environmental Restoration Advisory Board.

- 4. List civic organization involvement:**

Member of Palmdale Chamber of Commerce, Antelope Valley Hispanic Chamber of Commerce, Antelope Valley African American Chambers of Commerce, Greater Antelope Valley Economic Alliance and Antelope Valley Board of Trade

**\*\*Additional Candidate Statement** – Please provide an additional statement that includes any personal or professional information that will assist the Board of Directors in making their selections. The preferred formatting for the statement is to be typed with 1-inch margins, 1.5 spacing, 12 pt. Times New Roman font, and no more than 2 pages.



Dear Southern Network Directors Arlene Schafer and Jo MacKenzie,

I respectfully ask for your support as I run for the Seat “B” Board position for our Southern Network. As you may know, this is the second time in the past year that the Palmdale Water District Board of Directors has nominated me for a position with the California Special Districts Association Southern Network. I have the full support of my Board, so there is no doubt I will be able to commit the time necessary to assist both of you with leadership needs within our Network and will be able to fulfill the remainder of the 2020-2022 term of this position.

I have worked with special districts in California for more than three decades and am confident that I have the skills, experience and commitment to be a strong proponent for special districts in California and our Network. There have been several challenges and changes to special districts during my tenure. These include Little Hoover Commission reports and legislative attempts to act against special districts based on the reports; gaining representation on Local Agency Formation Commissions and dealing with changes to their powers; the shifting of revenues to schools; and multiple efforts to better inform and educate State legislators about special districts. These challenges were handled successfully and made us stronger and more unified. I had many opportunities to work on these matters at the local level and with legislators, which I believe will be helpful for both our Network and the entire Association as new issues arise.

My special districts education is solid. This includes attaining the Special District Administrator in 2006 and the Special District Governance Certificate more recently from the Special District Leadership Foundation (SDLF). Prior to and alongside the SDLF for a time, special district education was provided by the Special District Institute (SDI). I earned both the Special District Leadership and Management Certificate and Advanced Certificate from the SDI.

My experience of 30-plus years with special districts have been with Palmdale Water District and Rosamond Community Services District. Palmdale Water District celebrated 100 years of serving the community in 2018. It is a medium-sized water district with about 27,000 water service connections, owns two surface water reservoirs and dams, is a State Water Contractor, and operates in an adjudicated groundwater basin. Rosamond Community Services District was formed in 1966 to provide services in its area. It is a district with 5,103 water and 4,738 sewer connections. It also operates streetlights and provides graffiti abatement. My direct experience with these different types of districts is valuable and gives me a better perspective to understand the local impact of issues and advocate for our Network.

If given the opportunity, I will be a dedicated CSDA Board member, contributing to the success of the 50-year-old organization by actively carrying on its mission of being “the voice for all special districts, providing members with the resources necessary to best serve their communities.” I believe my experience and educational background will help me to successfully participate in fulfilling this mission.

I look forward to meeting you both and, hopefully, having the opportunity to work together.



California Special Districts Association

## DISTRICT NETWORKS



**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:** February 4, 2020 **February 10, 2020**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Michael Williams, Finance Manager/CFO  
**VIA:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 7.5 – CONSIDERATION AND POSSIBLE ACTION ON RESOLUTION 20-3 BEING A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT AMENDING SECTION 8.03(D) OF THE PALMDALE WATER DISTRICT RULES AND REGULATIONS AS IT RELATES TO A FIXED FIRE PROTECTION CHARGE. (NO BUDGET IMPACT – FINANCE MANAGER WILLIAMS)***

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**Recommendation:**

Staff recommends the Board adopt Resolution No. 20-3 Amending Section 8.03(D) of the Palmdale Water District Rules and Regulations as it Relates to a Fixed Fire Protection Charge.

**Background:**

On October 28, 2019, the District’s Board of Directors adopted new water rates and charges, including a private fire protection service charge, in compliance with Proposition 218, and as a result of the adoption of the new water rates and charges, Section 8.03(D) of the District’s Rules and Regulations is now outdated.

The outdated section sets a fixed fire protection service fee at \$100.00 per month, however, the new water rates call for annual adjustments in line with other charges for water service instead of the \$100.00 fixed rate. The amendment removes the fixed fee language to ensure consistency with the District’s newly adopted water rates and charges.

**Strategic Plan Element:**

This work is part of Strategic Initiative No. 4 – Financial Health and Stability.

**Budget:**

This amendment is consistent with revenue projects included in the 2020 annual budget.

**Supporting Documents:**

- Resolution No. 20-3

## **RESOLUTION NO. 20-3**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT AMENDING SECTION 8.03(D) OF THE PALMDALE WATER DISTRICT RULES AND REGULATIONS AS IT RELATES TO A FIXED FIRE PROTECTION CHARGE**

**WHEREAS**, pursuant to Water Code Division 11, the Palmdale Water District (“District”) is authorized to establish rules and regulations governing the District’s operations, accordingly, the District adopted the Palmdale Water District’s Rules and Regulations (“Rules and Regulations”); and

**WHEREAS**, on October 28, 2019, the District’s Board of Directors adopted new water rates and charges, including a private fire protection service charge, in compliance with Proposition 218; and

**WHEREAS**, as a result of the adoption of the new water rates and charges, Section 8.03(D) of the District’s Rules and Regulations is now outdated; and

**WHEREAS**, the District does not wish to adopt a new charge or fee, nor increase the existing charge or fee through this action; and

**WHEREAS**, the District desires to update the District’s Rules and Regulations to ensure consistency with the District’s newly adopted water rates and charges.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Palmdale Water District as follows:

**Section 1.** The above recitals are all true and correct and hereby adopted as findings.

**Section 2.** The Board of Directors hereby amends Section 8.03(D), Rates for Compound Meters Sizes for Fire Protection, of the Palmdale Water District Rules and Regulations to read, in its entirety, as follows:

“D. Rates for Compound Meters Sized for Fire Protection:

Effective March 1, 1998, compound meters which are sized for fire protection and used primary for providing domestic and/or industrial water will be charged using the middle register for meters containing three registers, or by using the smallest register for meters containing two registers as the base for the minimum monthly charge. In addition to the above, there will be a flat rate charge in an amount, adopted and set forth by resolution from time to time, for standby pressures and quantities of water for fire protection and to cover the costs of maintenance, repair, and testing of the meter and appurtenances. For example, an 8" x 4" x 2" compound

meter will be assessed its minimum bill on the four-inch register and an 8" x 2" compound meter will be assessed its minimum bill on the two-inch register. If any usage is registered on the large component register for any given month, the standard rate for billing for that size meter will be charged plus the standard rate for amounts of water used above the volume allowable per said minimum monthly charge. In addition, the District will check said compound meters for accuracy at least once, and preferably twice, a year.”

**Section 3.** Upon the effective date of this Resolution, adopted herein, the Resolution shall supersede any and all prior resolutions adopted that are in conflict with this Resolution.

**Section 4.** If any provision in this Resolution, or the application thereof to any person or circumstances, is for any reason held invalid, the validity of the remainder of this Resolution, or the application of such provisions to other persons or circumstances shall not be affected thereby. The Board of Directors hereby declares that it would have passed this Resolution, and each provision thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof to any person or circumstance be held invalid.

**Section 5.** This Resolution shall become effective upon the date of adoption as set forth herein.

PASSED, APPROVED, AND ADOPTED on this 10th day of February, 2020 by the Board of Directors of the Palmdale Water District.

PALMDALE WATER DISTRICT

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VINCENT DINO, President

ATTEST

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DON WILSON, Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
ERIC DUNN, General Counsel





# Hotel and Travel Accommodations

**Event Name/Date:**

A. V. Hispanic Chamber of Commerce 23rd Annual Gala Installation/March 27, 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





RECEIVED  
FEB 03 2020

THE ANTELOPE VALLEY HISPANIC CHAMBER OF COMMERCE  
CORDIALLY INVITES  
YOU TO ATTEND OUR

# *23rd Annual Gala Installation*

MARCH 27, 2020

INSTALLING

SYLVIA S. DUARTE  
4TH TERM SERVING AS PRESIDENT  
&  
2020 BOARD OF DIRECTORS & AMBASSADORS

ARGENTINEAN  
THEME  
FOOD PROVIDED BY:  
RIO BRAZILIAN GRILL  
DJ

LARRY CHIMBOLE CULTURAL CENTER  
38350 SIERRA HIGHWAY SIERRA  
PALMDALE, CA 93550  
5:00PM-6:30PM COCKTAIL & CHECK IN  
PROGRAM, DINNER & AWARDS 7:00PM—8:00PM  
DANCING 9PM—11PM

VISIT OUR WEBSITE TO PURCHASE EVENT TICKETS OR TABLE  
[AVHISPANICCHAMBER.ORG](http://AVHISPANICCHAMBER.ORG)  
OR CONTACT OUR OFFICE TO RSVP OR TO PURCHASE TICKETS  
661-538-0607

NO TICKETS WILL BE SOLD AT THE DOOR

*Cocktail Attire*



**MINUTES OF MEETING OF THE OUTREACH COMMITTEE OF THE PALMDALE WATER DISTRICT, NOVEMBER 18, 2019:**

*A meeting of the Outreach Committee of the Palmdale Water District was held Monday, November 18, 2019, at 2029 East Avenue Q, Palmdale, California, in the Board Room of the District office. Chair Wilson called the meeting to order at 3:30 p.m.*

**1) Roll Call.**

**Attendance:**

Committee:

Don Wilson, Chair

Robert Alvarado, Committee  
Member

**Others Present:**

Dennis LaMoreaux, General Manager

Adam Ly, Assistant General Manager

Mike Williams, Finance Manager

Judy Shay, Public Affairs Director

Dawn Deans, Executive Assistant

0 members of the public

**2) Adoption of Agenda.**

It was moved by Committee Member Alvarado, seconded by Chair Wilson, 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 September 17, 2019.**

It was moved by Committee Member Alvarado, seconded by Chair Wilson, and unanimously carried by all members of the Committee present at the meeting to approve the minutes of the Regional Leadership and Outreach Committee meeting held September 17, 2019.

**4.2) Discussion of Developing an Informational Handout for Customers Regarding Residential Water Use in the Event of an Emergency. (Public Affairs Director Shay).**

After a brief discussion of a draft handout proposed by Director Dizmang on how to manage water in emergencies, staff was directed to prepare two flyers – one for managing water in emergencies and one on how to store and purify water for use in emergencies.

Coordinating efforts with other water agencies and organizations was then discussed.

**4.3) Discussion of 2019 Water Rate Plan Outreach. (Public Affairs Director Shay)**

Public Affairs Director Shay reviewed plans to promote the new water rates including billing statements, the Winter Pipeline newsletter, social media posts, handouts, the website, lobby screens, and the spring Water Ambassador's Academy.

She then stated that the Rate Assistance Program will be promoted in the City of Palmdale's magazine, how to calculate landscape areas will be promoted, free-standing signs for construction sites notifying the public their dollars are at work will be posted at job sites, and water rate funded projects will be presented, along with projects accomplished for the current year.

It was then recommended that the need for the rate increase due to previous Directors approving rates less than recommended and the cost to deliver water be clarified, and presentations regarding the water rates be offered to local service clubs and the Chambers of Commerce.

**4.4) Consideration and Possible Action on Outreach Activities for 2019. (Public Affairs Director Shay)**

**a) Outreach Report.**

Public Affairs Director Shay reviewed press releases to date, publications featuring the District's events, Coffee with Director Dizmang, Café con Leche Radio Show, Imagine a Day Without Water hosted at the District for 100 students,

participation in the Great American Shake-out with the City of Palmdale, participation in the San Gabriel Mountains Community Collaborative Event, water resources information presented to junior high teachers for presentation to their students, presentations to STEM for Girls for the high school district, a booth at the Day of the Dead event, Water Professionals Week was highlighted, and 450 bottles of water were donated to the Mental Health America Golden Bell event.

Director Alvarado then recommended staff work with the schools to promote District events in their school newsletters.

**b) Upcoming Events/2019 Plans.**

She then stated that upcoming events include Coffee with Director Dino on November 20, a December 11 tour of the Leslie O. Carter Water Treatment Plant for parents of Los Amigos Elementary School to address their concerns about water, and the District is now active on the NextDoor social media app.

**c) Recap – Greater A.V. Water Emergency Coalition. (Outreach Committee Goal)**

She then stated that the Greater A.V. Water Emergency Coalition was a great event, 80 - 90 were in attendance, 17 panelists participated, a lot of positive feedback has been received, the cost of \$11,387 will be divided among AVEK, Los Angeles County Waterworks, and the Cities of Palmdale and Lancaster with the District's share being \$2,847, which is under the \$5,000 budget, followed by discussion of participation from elected officials and opportunities for the public to receive notifications from the Los Angeles County Disaster Program.

**5) Information Items.**

**5.1) Other.**

General Manager LaMoreaux stated that a presentation on the status of the construction of the grade control structure at Littlerock Dam will be provided at a future Board meeting; that sediment can be removed next fall if construction is complete this winter; that the area could be available for recreation activities depending on Forest Service actions and funds available to make the area usable; and that District staff and

Forest Service staff are scheduled to meet with Congresswoman Chu to discuss the construction activities at Littlerock Dam, as the area is within her District.

Finance Manager Williams commended Public Affairs Director Shay on the District's outstanding public relations efforts for 2019.

There were no additional information items.

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

It was determined that "Discussion of developing an Informational Handout for Customers Regarding Residential Water Use in the Event of an Emergency" will be placed on the next agenda.

There were no further requests for future agenda items.

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

It was determined that the next Outreach Committee meeting will be held in January.

**8) Adjournment.**

There being no further business to come before the Outreach Committee, the meeting was adjourned at 4:29 p.m.



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Chair



PALMDALE WATER DISTRICT  
A CENTURY OF SERVICE

**AGENDA ITEM NO. 8.2.a**

# Reservoirs/Tanks

February 2020



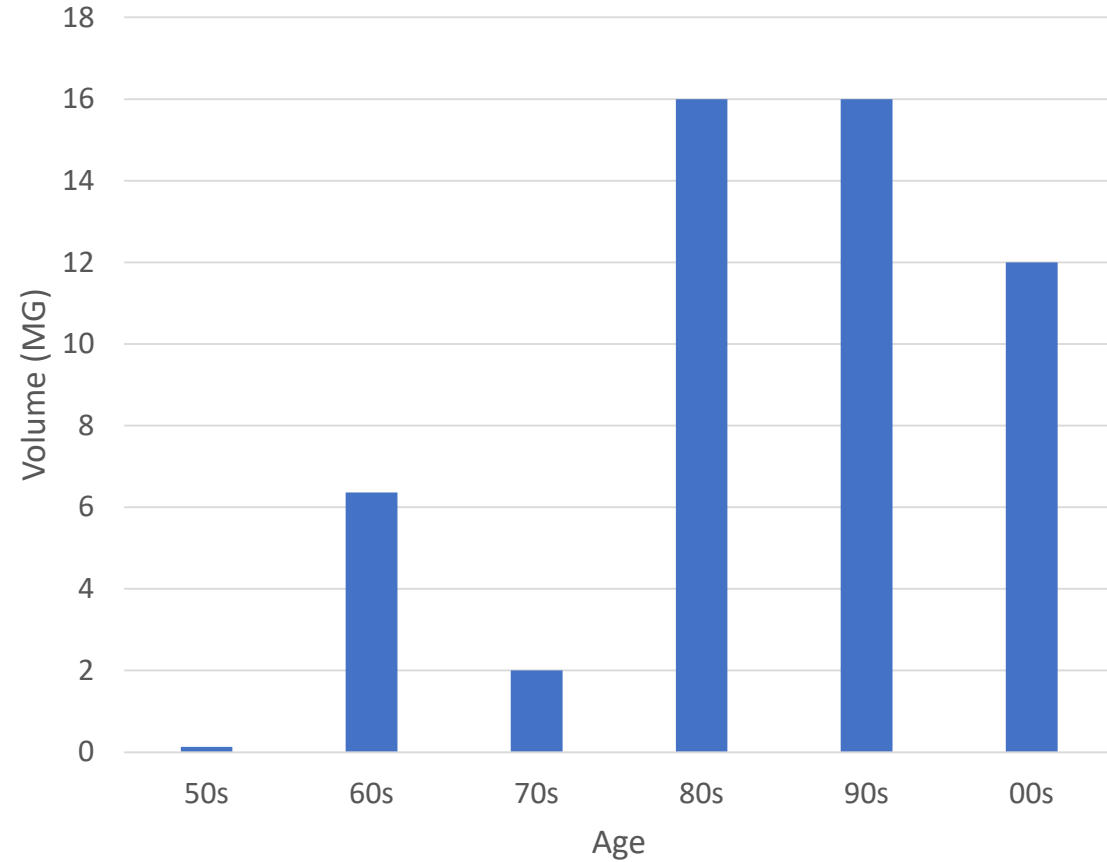
# Distribution System

- 15 Reservoir Sites
- 21 Tanks
  - Welded Steel (AWWA D100-05) – 18
  - Bolted Steel (AWWA D103-97) – 2
  - Concrete (AWWA D120-02) – 1
- 52.5 MG Designed Capacity
- 48.5 MG Operating Capacity



# Reservoir Age

- 1950s – 1 (67 years)
- 1960s – 6 (60 years)
- 1970s – 1 (44 years)
- 1980s – 5 (33 years)
- 1990s – 5 (30 years)
- 2000s – 3 (15 years)

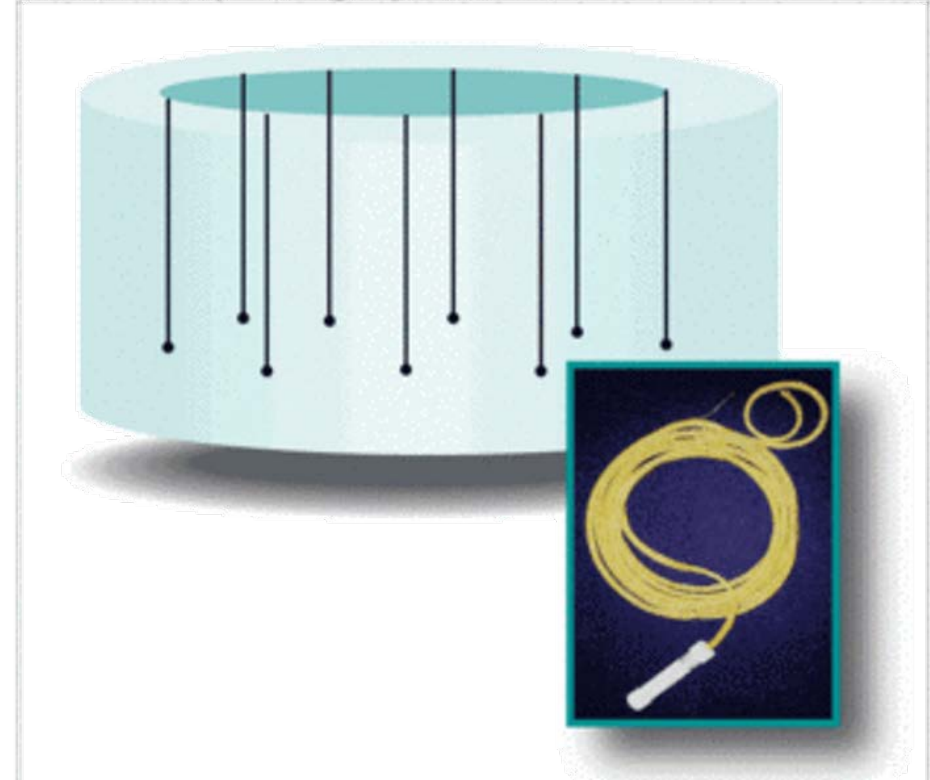




# Type of Internal Coating

- No Coating in Concrete Tank
- Tar Coating in 3 Tanks
- Epoxy Painted in 16 Tanks
- No Coating in Well #5 Tank
- 15 Tanks have no Cathodic Protection

Internal Tank CP System Using Suspended Anodes





# Reservoir Maintenance

- 5 Refurbished between 2008-09
- 1 Refurbished in 2015
- Inspections between 2008-19
  - 2 in 2008
  - 1 in 2009
  - 7 in 2012
  - 1 in 2013
  - 1 in 2014
  - 1 in 2015
  - 4 in 2017
  - 3 in 2018
  - 1 in 2019



# Internal Re-Coating

- 2008 – 25<sup>th</sup> Street Tank #1, 45<sup>th</sup> Street Tank #1 & 3MG
- 2009 – 2.6 MG & Tovey
- 2012 – Upper El Camino
- 2014 – 47<sup>th</sup> Street Tank #1
- 2015 – Well #18/#19
- 2016 – 45<sup>th</sup> Street Tank #2
- 2018 – Well #14



# Internal Cleaning/Repairs

- Minor Repair and Washout – 7
- Good/Fair Conditions – 11
- Poor Conditions – 3
  - Well #5
  - 25<sup>th</sup> St. Tank #2
  - 47<sup>th</sup> St. Tank #2 – Rehab
- 5MG – Flooring Repair



# Regulatory Requirements

- 50<sup>th</sup> Street Tank – Quarterly Disinfection By-Product Testing
- 8 Reservoir Sites – Monthly General Physicals (Color, Odor, Turbidity, pH and Conductivity)

El Comino Reservoir

3M Reservoir

5M Reservoir

6MG Clearwell

25<sup>th</sup> St. Reservoir

45<sup>th</sup> St. Reservoir

47<sup>th</sup> St. Reservoir

50<sup>th</sup> St. Reservoir



# Additional Monitoring

- Visual Inspection for Leaks, Graffiti and Chlorine – 2X/Week
- Vaults & Altitude Valves – Quarterly
- Inspect Level Transducers – Yearly





# Future Plan

- Contract w/Diver to Inspect Tank
- Vacuum/Debris Removal if Needed
- Develop an Assessment Process
- Use Assessment Data to Develop a Rehab Program
- Continue with Condition Assessment





PALMDALE WATER DISTRICT  
A CENTURY OF SERVICE

Thank you!