



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

March 3, 2021

BOARD OF DIRECTORS

AMBERROSE MERINO

Division 1

DON WILSON

Division 2

GLORIA DIZMANG

Division 3

KATHY MAC LAREN-GOMEZ

Division 4

VINCENT DINO

Division 5

**AGENDA FOR REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE PALMDALE WATER DISTRICT
TO BE HELD AT 2029 EAST AVENUE Q, PALMDALE
OR VIA TELECONFERENCE**

FOR THE PUBLIC: VIA TELECONFERENCE ONLY

DIAL-IN NUMBER: 571-748-4021 ATTENDEE PIN: 281-170-163#

Submit Public Comments at: <https://www.gomeet.com/281-170-163>

MONDAY, MARCH 8, 2021

6:00 p.m.

DENNIS D. LaMOREAUX

General Manager

ALESHIRE & WYNDER LLP

Attorneys

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 Board Meeting held February 22, 2021.
 - 6.2) Payment of bills for March 8, 2021.
 - 6.3) Approval of Resolution No. 21-5 being a Resolution of the Board of Directors of the Palmdale Water District Concurring in the Nomination of Melody A. McDonald to the Executive Committee of the Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA). (No Budget Impact – General Manager LaMoreaux)
- 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 approval of appointment of Public Member to the Palmdale Recycled Water Authority Board. (No Budget Impact – General Manager LaMoreaux)
 - 7.2) Consideration and possible action on ballot for Special District Representative (Voting Member) to the Los Angeles County Redevelopment Oversight Board No. 5. (No Budget Impact – General Manager LaMoreaux)
 - 7.3) Consideration and possible action on a term sheet for a Long-Term Transfer Agreement with Westside Districts. (No Budget Impact – Resource and Analytics Director Thompson II/Resource and Facilities Committee)
 - 7.4) Consideration and possible action on approval to enter into and authorization of funding purchase options for the 2021 State Water Contractors Dry Year Water Transfer Program. (\$2,500.00 initial deposit – Budgeted under Water Purchases – Resource and Analytics Director Thompson II)
 - 7.5) Consideration and possible action on purchase of a new water truck. (\$110,000.00 – Budgeted – CIP Project No. 21-603 – Facilities Manager Bligh/Resource and Facilities Committee)
 - 7.6) Consideration and possible action on Resolution No. 21-6 being a Resolution of the Board of Directors of the Palmdale Water District Adopting an Amendment to Section 8.03 and Appendix D, Miscellaneous Fee, of the Palmdale Water District's Rules and Regulations. (No Budget Impact – Assistant General Manager Ly)
 - 7.7) 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 2021 Budget:
 - a) None at This Time.

- 8) Information Items:
 - 8.1) Reports of Directors:
 - a) Standing Committees; Organization Appointments; Agency Liaisons:
 - 1) Antelope Valley East Kern Water Agency-AVEK. (Director Dino/Director Mac Laren-Gomez, Alternate)
 - 2) Resource and Facilities Committee. (Director Dino, Chair/Director Merino)
 - b) General Meetings Reports of Directors.
 - 8.2) Report of General Manager.
 - 8.3) Report of General Counsel.
- 9) Board members' requests for future agenda items.
- 10) Adjournment.



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: March 2, 2021 **March 8, 2021**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 6.3 – APPROVAL OF RESOLUTION NO. 21-5
BEING A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
PALMDALE WATER DISTRICT CONCURRING IN THE NOMINATION
OF MELODY A. McDONALD TO THE EXECUTIVE COMMITTEE OF
THE ASSOCIATION OF CALIFORNIA WATER AGENCIES/JOINT
POWERS INSURANCE AUTHORITY (ACWA/JPIA). (NO BUDGET
IMPACT – GENERAL MANAGER LaMOREAUX)***

Recommendation:

Staff has no recommendation on this item; however, similar resolutions have been approved in the past.

Alternative Options:

The alternative is to not approve this Resolution.

Impact of Taking No Action:

There is no impact to the District from taking no action on this item.

Background:

The Association of California Water Agencies/Joint Powers Insurance Authority (ACWA/JPIA) has several Committees including an Executive Committee. Candidates for the Executive Committee must obtain formal concurrence of their nomination to the Committee in the form of a resolution from three ACWA/JPIA member districts. If formal concurrence is received, their name is then placed on the ballot for voting at the ACWA/JPIA meeting at the ACWA Spring Conference.

The District has received a request to concur a nomination from the San Bernardino Valley Water Conservation District for their candidate Melody A. McDonald. A letter from San Bernardino Valley Water Conservation District and a resume for their candidate are attached.

Strategic Plan Initiative/Mission Statement:

This work is part of Strategic Initiative 5 – Regional Leadership.

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

Budget:

This item has no effect on the budget.

Supporting Documents:

- San Bernardino Valley Water Conservation District request for support of Melody A. McDonald
- Palmdale Water District Resolution No. 21-5 Concurring in the Nomination of Melody A. McDonald to the Executive Committee of the Association of California Water Agencies/Joint Powers Insurance Authority (ACWA/JPIA)



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

RECEIVED

FEB 22 2021

February 10, 2021

Vincent Dino
Palmdale Water District
2029 East Avenue Q
Palmdale, CA 935504050

Dear Vincent Dino,

The Board of Directors of the San Bernardino Valley Water Conservation District has nominated its President, Melody A. McDonald, to continue in her position on the ACWA/JPIA Executive Committee. Enclosed is a certified copy of SBVWCD Resolution No. 581 nominating Mrs. McDonald for ACWA/JPIA Executive Committee.

Melody currently serves on the ACWA/JPIA Executive Committee, Personnel Committee, Chairs the Liability Program Subcommittee, served on the Building & Property Ad Hoc Committee, and was past chair of the Property & Workers Compensation Program Subcommittees. Melody has an institutional knowledge of all of JPIA's programs, their history, how coverage's evolved for the JPIA membership and has helped the organization grow to 188 Million in assets. Melody participates in training at various JPIA members facilities; she has personally visited and presented rate stabilization fund refund checks back to JPIA members totaling over 45 Million, since the inception of the fund. This year, JPIA has held nearly over 600 training classes resulting in more than 4,000 employees receiving training. Melody believes the best claim is the one that never happened, and that there is a direct correlation between risk management, training, and minimizing losses. She pursues all her duties with a strong sense of commitment and dedication. Enclosed is her Statement of Qualifications.

The District respectfully requests your organization consider adopting a concurring resolution of nomination in support of Mrs. McDonald. Enclosed is a sample concurring resolution for your consideration in support of her nomination or it can be found at <https://www.acwajpia.com/election/>. Since time is of the essence, and that this will require Board action, please include this on your agenda for your next Board meeting. Please send a certified copy to:

ACWA/JPIA
Attention: Sylvia
Robinson
P.O. Box 619082
Roseville, CA 95661

and

**San Bernardino Valley Water
Conservation District**
Attention: Athena Lokelani
1630 W. Redlands Blvd. Ste "A"
Redlands, CA 92374

This resolution must be received by ACWA/JPIA no later than 4:30 pm Friday March 19, 2021.

Sincerely,

Daniel B. Cozad
General Manager

1630 W. Redlands Blvd, Suite A
Redlands, CA 92373
Phone: 909.793.2503
Fax: 909.793.0188
www.sbvwwcd.org Email: info@sbvwwcd.org

BOARD OF DIRECTORS

Division 1:
Richard Corneille

Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Daniel B. Cozad

RESOLUTION NO. 581

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
NOMINATING ITS ACWA/JPIA BOARD
MEMBER TO THE EXECUTIVE COMMITTEE
OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES
JOINT POWERS INSURANCE AUTHORITY ("ACWA/JPIA")**

WHEREAS, this District is a member district of the ACWA/JPIA that participates in all four of its Programs: Liability, Property, and Workers' Compensation; and Employee Benefits; and

WHEREAS, the Bylaws of the ACWA/JPIA provide that in order for a nomination to be made to ACWA/JPIA's **Executive Committee**, the member district must place into nomination its member of the ACWA/JPIA Board of Directors for such open position; and


WHEREAS, President McDonald has served District and the ACWA/JPIA Executive Committee for many years and brings leadership experience and perspective.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino Valley Water Conservation District that its member of the ACWA/JPIA Board of Directors, Melody McDonald, be nominated as a candidate for the **Executive Committee** for the election to be held at JPIA's Spring 2021 Conference.

BE IT FURTHER RESOLVED that the ACWA/JPIA staff is hereby requested, upon receipt of the formal concurrence of three other member districts to affect such nomination.

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

ADOPTED this 13th day of January 2021.



President, Board of Directors

ATTEST:


Secretary



Melody.sbvwd@gmail.com

**Melody
Henriques-McDonald**

P.O. BOX 30197
SAN BERNARDINO, CA 92413

(909) 793-2503 District
(909) 499-5175 cell
(909) 867-9821 fax

Like @ <https://www.facebook.com/Melody4Water>

Candidate for:

**ACWA JPIA
EXECUTIVE COMMITTEE**
(Incumbent, seeking re-election)



Melody & Board receiving, District of Distinction Award, the highest governance and best practices accreditation possible.

ASSOCIATIONS

Member, Board of Directors of the San Bernardino Valley Water Conservation District (Elected), Currently President, originally appointed in 1991, and first woman on the board.

Member, Executive Committee ACWA/JPIA

Chair, JPIA Liability Program Committee

Vice-Chair, Employee Benefits Committee

Director, ACWA/Joint Powers Insurance Authority

Member ACWA Federal Affairs Committee

Board Member, Association of the San Bernardino County Special Districts

Over 28 + Years, Experience in the Water Industry includes:

Past Member, (CWA) California Women for Agriculture

Past Member, ACWA Water Management Committee

Past Member, ACWA State Legislative Committee

Past Chair & Vice-Chair, JPIA Property & Workers Compensation Programs

Past Member, Board of Directors ACWA, Region 9 Chair

Past Chair, Water Management Certification Subcommittee

Chair, California Water Quality Control Board, Santa Ana Region
8 Years of service, Gubernatorial Appointment 1993-2000

CURRENT EMPLOYMENT

Southwest Lift & Equipment, Inc. (Heavy Duty Vehicle Lifts)
Broker/Associate, Century 21 Lois Lauer Realty

PROFESSIONAL ASSOCIATIONS & LICENSES

Redlands Association of Realtors
California Real Estate Broker's License
Arizona Real Estate Broker's License

ORGANIZATIONS AND SOCIETIES

Highland Chamber of Commerce
San Bernardino Chamber of Commerce
Immanuel Baptist Church Highland, CA
BSF International

EDUCATION

San Geronio High School, 1976
Western Real Estate School, 1989
Graduate, Special Districts Board Management Institute, 1997
Studied at Crafton Hills College

Kathleen Tiegs, former Special Districts Board Member & ACWA President presenting. 2017

RESOLUTION NO. 21-5

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
PALMDALE WATER DISTRICT
CONCURRING IN THE NOMINATION OF MELODY A. McDONALD
TO THE EXECUTIVE COMMITTEE
OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES/
JOINT POWERS INSURANCE AUTHORITY (ACWA/JPIA)**

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

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

WHEREAS, another ACWA/JPIA member district, the SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT has requested that this District concur in its nomination of its member of the ACWA/JPIA Board of Directors to the Executive Committee of the ACWA/JPIA.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the PALMDALE WATER DISTRICT that this District concurs with the nomination of MELODY A. McDONALD of the SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT to the Executive Committee of the ACWA/JPIA.

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

ADOPTED this 8th day of March, 2021.

Gloria Dizmang, Board President

ATTEST:

Kathy Mac Laren-Gomez, Board Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP, General Counsel

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: March 2, 2021 **March 8, 2021**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.1 – CONSIDERATION AND POSSIBLE ACTION
ON APPROVAL OF PUBLIC MEMBER TO THE PALMDALE
RECYCLED WATER AUTHORITY BOARD. (NO BUDGET IMPACT –
GENERAL MANAGER LaMOREAUX)***

Recommendation:

Staff concurs with the recommendation of the Palmdale Recycled Water Authority (PRWA) Board members to appoint Zakeya Anson as the fifth Public Board Member for the Authority.

Impact of Taking No Action:

No action would result in noncompliance with the Joint Powers Agreement signed by the District and the City of Palmdale.

Background:

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

Helen Velador, who served as PRWA's fifth Director since 2013, did not seek reappointment resulting in the recruitment process for the Public Board Member position.

At their February 17, 2021 Special Board meeting, the PRWA Board members interviewed six candidates for the Public Board Member position. The candidates were Zakeya Anson, Loel Haviland, Brian Johnson, David Orasa, Santiago Santos, and Douglas Willis. Based on these interviews, the PRWA Board unanimously recommended Zakeya Anson be appointed to PRWA's Public Board Member position.

Both the Palmdale City Council and the Palmdale Water District's Board of Directors must now consider the applicants, the recommendation, and take action to make an appointment. Both agency bodies must appoint the same person for that person to become the fifth PRWA Board member.

Staff anticipates the Palmdale City Council will consider the appointment of Ms. Anson at their April meeting.

Strategic Plan Initiative/Mission Statement:

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

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

Budget:

This item will not affect the budget.

Supporting Documents:

- PRWA Public Board Member Candidate Applications

[REDACTED]

Sent: Tuesday, December 15, 2020 4:59 PM
To: City Clerk Department
Subject: Online Form Submittal: Palmdale Recycled Water Authority (PRWA) Public Member Application

CAUTION: This email originated from outside of the organization.

Palmdale Recycled Water Authority (PRWA) Public Member Application

Palmdale Recycled Water Authority (PRWA)
Public Member Application

| | |
|--|---|
| Name | Zakeya Anson |
| Address | [REDACTED] |
| City | Palmdale |
| Zip Code | 93550 |
| Home Phone | [REDACTED] |
| Business Phone | [REDACTED] |
| Email Address | [REDACTED] |
| Occupation | Teacher/ business owner |
| Why are you interested in this position? | I'm interested in this position because I would like to contribute to the Palmdale recycled water authority with joint resources and ideas for my community. I want to learn more about how I can help spread the knowledge of recycled water. |
| Considering your previous experience and activities in business, labor, professional, social or other organizations, indicate what you feel are the most important experiences and abilities that qualify you for this position. | I believe my most important experiences and abilities that qualify me for this position is working in human resources for companies such as Northrop Grumman and Bank of America because I understand how things are done in a company and community on a large scale. Also working at Northrop Grumman I understand how important water recycling can be. Being a teacher allows me to speak to a younger generation on things they can do now for our future. |

Have you had previous public service experience on a commission or public body? If so, indicate the public agency, title of position, and duties.

I have worked on School Site Council as a voted in member for Eastside Union School District in which I served a two year term.

What do you hope to accomplish as a Palmdale Recycled Water Authority Member?

I hope to learn more about Palmdale recycled water as I am a current resident in this city. I use Palmdale water for my family and want to know what I can do to help service the community I live in.

In your opinion, what is the goal of the Palmdale Recycled Water Authority and what benefit does it provide to the citizens of Palmdale?

I believe the goal of the recycle water authority is to show us how we can use our water efficiently without waste and utilize the water we have in our city to the max. I know the California has had a history of water shortages. Living in the high desert puts our communities at a greater risk of having water shortages.

List your education, highest year completed, and degrees, if any?

Masters in Business Administration emphasis in Human Resources
Masters in Teaching Education

Reasonable Accommodations:

Based on your understanding of this PRWA position, will you require any special accommodations to apply and/or participate as a member?



In Case of Emergency:

Whom should we notify?



Home Phone

Work Phone

Field not completed.

Physician's Name



Phone

Do you have any medical history that we should be aware of in the event of an emergency? (Allergies, medications, etc.)



Agreement

The City of Palmdale and Palmdale Water District are equal opportunity employers and do not discriminate in hiring or employment upon any basis prohibited by law, including race, color, creed, religion, age, sex (including pregnancy, childbirth and related medical conditions), cancer, national origin, genetic characteristics, genetic information, ancestry, sexual orientation, gender, gender identity, gender expression, marital status, veteran status, disability, or any other basis protected by applicable law. None of the questions or information sought in this application are intended to discriminate based upon any status protected by law. If you need reasonable accommodation in completing this application, or in any other part of the application process, please contact the Palmdale City Clerk's Office at 661/267-5151. I certify that all statements on this application are true and complete to the best of my knowledge. I hereby authorize the City of Palmdale to investigate any information contained in this application. I understand that as part of the final selection process I will be required to pass a livescan fingerprint scan submission via the California Department of Justice. I understand that information collected during this background check will be limited to that appropriate to determining my suitability for particular types Page 3 of work and that such information collected during the check will be kept confidential. I understand that false or misleading statements shall be sufficient grounds for disqualification from this position.

I hereby agree to the 12/15/2020
Agreement set forth on this
day.

Attached Documents:

| | |
|--------|-----------------------------|
| Resume | Resume.docx |
|--------|-----------------------------|

Email not displaying correctly? [View it in your browser.](#)

Zakeya Anson



EXPERIENCE

Eastside Elementary School, Lancaster, CA - *Certificated Teacher*

August 2017 - PRESENT

- 4/5th grade combination teacher of self-contained classroom average of 31-35 students
- Created and implemented engaging / SEL and innovative lesson plans
- Developed data-driven lesson plans and instructional materials to provide individualized and small group instruction to adapt the common core and New Generation Science Standards curriculum needs of each student
- Establish and maintain standards of classroom behavior needed to provide an effective learning environment
- Demonstrate knowledge of the subject matters as an Instructional Leadership Team for curriculum and design
- Provided leadership for the school. Initiating proposals, expanding opportunities for the school to accomplish its goals, and inspiring others to work towards high and rigorous standards

Ronz Barber Cosmo Supply and Hair Studio, Palmdale— *Human Resource Generalist*

January 2019 - July 2020

- Organization realignment from self-employed to hourly employees
- Recruiting, on boarding, payroll
- Created Policy and procedures manual based on Barber Cosmo State Board standards
- Weekly reports from sales to hours worked
- Day to day personnel support

Westside School District , Lancaster — *Substitution Teacher*

August 2016 - August 2017

- Daily instruction to students in assigned subject areas
- Work cooperatively with others in the school to provide for coordinated services for students

Northrop Grumman (AS), Palmdale — Contract Recruiter Associate

August 2014 - December 2015

- Process employment offers (written document for employment with specific job details and contingencies if any)
- Work with the University Recruiting and Relations team to Onboard over 820 interns and 150 New Grads
- Tracked and document candidates through taleo sourced and screened candidates
- Consult and manage expectations for Hiring Managers and other Recruiters
- Work with Hiring Managers to create seamless Onboarding of new hire employees
- Develop creative strategies to increase candidate pool for hard to fill positions
- Initiate background checks, drug screens and government clearances
- Schedule Interviews (all logistical aspects for phone, local and non-local)
- Confirm and process proof of US citizenship for government access
- Participate in Campus Program by assisting in orientation and events, creating a recruitment strategy for non-technical intern and new graduate recruiting, and brainstorming new ideas for the program
- Create and revise processes for Recruiters, Hiring Managers, and Recruitment Agencies

Bank of America , Simi Valley/ Lancaster — Recruiter Business Support

January 2006 - November 2012

- Sourced and pipelined candidates for various positions and sharing candidates to meet business department needs
- Sourced external boards (Monster, CareerBuilder and Indeed)
- Coached hiring managers, recruiters and recruiting coordinators on federal compliance guidelines and policies
- Created and ran biweekly analytical meetings to discuss trends, solutions and goals
- Worked with collaboration on strategic planning for hiring, health and benefits
- Liaison between Human resource and Collection department for hiring forecasts and onboarding of regular and contract hires
- Conducted full life cycle recruiting (intake meeting to On-Boarding New Employees) for various entry level positions

- Actively averaged a workbench of more than 150 open positions from entry level class fill to executive level
- Help conduct internal audits to ensure that the recruitment process is OFCCP compliant
- Utilized outside resources such as Worksource centers, local community colleges and staffing agencies
- Created Job Descriptions working with Human Resource teams and Clients

EDUCATION

Brandman University, Irvine — *Masters in Business Administration– Human Resources*

June 2012

Brandman University , Irvine — *Masters in Education/Teaching, Multiple Subject Credential*

May 2019

[REDACTED]

Sent: Tuesday, December 22, 2020 9:57 AM
To: City Clerk Department
Subject: Online Form Submittal: Palmdale Recycled Water Authority (PRWA) Public Member Application

CAUTION: This email originated from outside of the organization.

Palmdale Recycled Water Authority (PRWA) Public Member Application

Palmdale Recycled Water Authority (PRWA)
Public Member Application

| | |
|--|---|
| Name | Loel Haviland |
| Address | [REDACTED] |
| City | Palmdale |
| Zip Code | 93550-4070 |
| Home Phone | [REDACTED] |
| Business Phone | [REDACTED] |
| Email Address | [REDACTED] |
| Occupation | water works, Cross-Connection |
| Why are you interested in this position? | With the knowledge that I have in the safe use of recycled water I believe that I have something to offer to the PRWA. This is a way for me to give back to the community that I have lived in since moving here back in 1983. I really would like to learn the nuances of parliamentary procedures and the utilization of the Brown Act. |
| Considering your previous experience and activities in business, labor, professional, social or other organizations, indicate what you feel are the most important experiences and abilities that qualify you for this position. | I have had extensive training of the use of recycled water from Los Angeles County Health Department because of my job and have attended and passed the Site Supervisor class offered by Los Angeles County Sanitation District. I have been to many of the PRWA board meetings since its inception so I have a good idea of the current issues before the Board. I feel that I have a very good ability to listen to the facts presented at board meetings and then determining what is best for the PRWA. |

Have you had previous public service experience on a commission or public body? If so, indicate the public agency, title of position, and duties.

I have never held an appointed nor an elected position before.

What do you hope to accomplish as a Palmdale Recycled Water Authority Member?

I would like to see an increase in the rational and beneficial use of recycled water with the hope that the piping system will be expanded beyond its current base.

In your opinion, what is the goal of the Palmdale Recycled Water Authority and what benefit does it provide to the citizens of Palmdale?

The goal behind the use of recycled water is to free up the use of potable water for domestic needs which would allow the City of Palmdale's water purveyors to safely increase the amount of potable water that could be used for future residential and commercial development. The way this could be done is with recycled water being used for irrigation, industrial and construction purposes along with ground water recharge which could stabilize our aquafer.

List your education, highest year completed, and degrees, if any?

Graduated from Lowell High School and completed 2 years of college.
Certifications: State of Calif. Distribution II and Water Treatment I
Cross-Connection Program Specialist AWWA & ABPA
Site Supervisor Training in Recycled Water Los Angeles County Sanitation District.
Attained the Eagle Scout rank in the Boy Scouts of America

Reasonable Accommodations:

Based on your understanding of this PRWA position, will you require any special accommodations to apply and/or participate as a member?



In Case of Emergency:

Whom should we notify?



Home Phone

Work Phone

Field not completed.

Physician's Name

Field not completed.

Phone

Field not completed.

Do you have any medical history that we should be aware of in the event of an emergency? (Allergies, medications, etc.)



Agreement

The City of Palmdale and Palmdale Water District are equal opportunity employers and do not discriminate in hiring or employment upon any basis prohibited by law, including race, color, creed, religion, age, sex (including pregnancy, childbirth and related medical conditions), cancer, national origin, genetic characteristics, genetic information, ancestry, sexual orientation, gender, gender identity, gender expression, marital status, veteran status, disability, or any other basis protected by applicable law. None of the questions or information sought in this application are intended to discriminate based upon any status protected by law. If you need reasonable accommodation in completing this application, or in any other part of the application process, please contact the Palmdale City Clerk's Office at 661/267-5151. I certify that all statements on this application are true and complete to the best of my knowledge. I hereby authorize the City of Palmdale to investigate any information contained in this application. I understand that as part of the final selection process I will be required to pass a livescan fingerprint scan submission via the California Department of Justice. I understand that information collected during this background check will be limited to that appropriate to determining my suitability for particular types Page 3 of work and that such information collected during the check will be kept confidential. I understand that false or misleading statements shall be sufficient grounds for disqualification from this position.

I hereby agree to the 12/22/2020
Agreement set forth on this
day.

Attached Documents:

| | |
|--------|----------------------|
| Resume | Field not completed. |
|--------|----------------------|

Email not displaying correctly? [View it in your browser.](#)

[REDACTED]

Sent: Monday, December 14, 2020 9:50 PM
To: City Clerk Department
Subject: Online Form Submittal: Palmdale Recycled Water Authority (PRWA) Public Member Application

CAUTION: This email originated from outside of the organization.

Palmdale Recycled Water Authority (PRWA) Public Member Application

Palmdale Recycled Water Authority (PRWA)
Public Member Application

| | |
|--|---|
| Name | Brian R. JOHNSON |
| Address | [REDACTED] |
| City | Palmdale |
| Zip Code | 93552 |
| Home Phone | [REDACTED] |
| Business Phone | [REDACTED] |
| Email Address | [REDACTED] |
| Occupation | Retire Law Enforcement - LAXPD |
| Why are you interested in this position? | I have lived in the Antelope Valley since 1978 and have seen Palmdale grow. I would like to be considered for this position because I know that recycled issues and concerns are top priority, especially re- cycle water. |
| Considering your previous experience and activities in business, labor, professional, social or other organizations, indicate what you feel are the most important experiences and abilities that qualify you for this position. | My experiences and abilities for this position are as follow: My union abilities with the city of L.A., my working knowledge in law enforcement, I headed the re- cycle program in my department at LAX- L.A. I also was not only an officer with the city, but was an sergeant , watch commander in which I supervised 200 personnel. I was OIC at the palmdale airport and worked with the airport manager on re- cycled water on all airport property. |

Have you had previous public service experience on a commission or public body? If so, indicate the public agency, title of position, and duties.

Yes, worked on various public board's, PORAC, RPORAC. LAAPOA, LAAPSA, SEIU 347, COPOR Committee , Lions club- Plm., American Legion,

What do you hope to accomplish as a Palmdale Recycled Water Authority Member?

I would like to carry the Palmdale Recycled Water Authority into the next generation of water recycling that will keep palmdale number one in this field.

In your opinion, what is the goal of the Palmdale Recycled Water Authority and what benefit does it provide to the citizens of Palmdale?

My opinion of the goal is to provide Palmdale with a constant supply of water at all times and anytime when the need for water is call upon.

List your education, highest year completed, and degrees, if any?

Universiry of Phoenix- BSBA- MBA- other college's attended- LACC, PASADENA COLL., CYPRESS COLL., RIO HONDO COLL. CAL STATE LONG BEACH.

Reasonable Accomodations:

Based on your understanding of this PRWA position, will you require any special accommodations to apply and/or participate as a member?

No

In Case of Emergency:

Whom should we notify?

Home Phone

Work Phone

Physician's Name

Phone

Do you have any medical history that we should be aware of in the event of an emergency? (Allergies, medications, etc.)

Agreement

The City of Palmdale and Palmdale Water District are equal opportunity employers and do not discriminate in hiring or employment upon any basis prohibited by law, including race, color, creed, religion, age, sex (including pregnancy, childbirth and related medical conditions), cancer, national origin, genetic characteristics, genetic information, ancestry, sexual orientation, gender, gender identity, gender expression, marital status, veteran status, disability, or any other basis protected by applicable law. None of the questions or information sought in this application are intended to discriminate based upon any status protected by law. If you need reasonable accommodation in completing this application, or in any other part of the application process, please contact the Palmdale City Clerk's Office at 661/267-5151. I certify that all statements on this application are true and complete to the best of my knowledge. I hereby authorize the City of Palmdale to investigate any information contained in this application. I understand that as part of the final selection process I will be required to pass a livescan fingerprint scan submission via the California Department of Justice. I understand that information collected during this background check will be limited to that appropriate to determining my suitability for particular types Page 3 of work and that such information collected during the check will be kept confidential. I understand that false or misleading statements shall be sufficient grounds for disqualification from this position.

I hereby agree to the 12/14/2020
Agreement set forth on this
day.

Attached Documents:

Resume *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

[REDACTED]

Sent: Friday, December 18, 2020 3:28 PM
To: City Clerk Department
Subject: Online Form Submittal: Palmdale Recycled Water Authority (PRWA) Public Member Application

CAUTION: This email originated from outside of the organization.

Palmdale Recycled Water Authority (PRWA) Public Member Application

Palmdale Recycled Water Authority (PRWA)
Public Member Application

| | |
|--|--|
| Name | DAVID ORASA |
| Address | [REDACTED] |
| City | Palmdale |
| Zip Code | 93552 |
| Home Phone | [REDACTED] |
| Business Phone | [REDACTED] |
| Email Address | [REDACTED] |
| Occupation | Mechanical Engineering Associate |
| Why are you interested in this position? | I am interested in this position because i see as opportunity and avenue for me to be part of the solution to address water shortage issues facing not only Palmdale but State of California in general. My experience as Water Ambassador (PWD) and also working for 4 years at Hyperion Waste Water Treatment Plant (Public Works- City of Los Angeles-SANITATION) inspired me and taught me why water reclamation projects and water recycling improve water use sustainability, and these project and other build water resilience. |
| Considering your previous experience and activities in business, labor, professional, social or other organizations, indicate what you feel are the most important experiences and | - As Mechanical Engineering Associate -I: working at Public Works-LASAN i was given a water recycling expansion project phase III & IV at Hyperion Water Reclamation Plant. The project scope of work was to expand existing Irrigation distribution lines/areas and Water Truck hauling stations. The Project gave me experience, knowledge and abilities in this |

abilities that qualify you for this position.

areas as follows;

(1). Regulation and standards behind CA Title 22. (2). Design & distribution system (3) Construct and Install (4)Permit issues and procedures (5) Project Management (6) Doing project feasibility studies and (7) Operations and Maintenance.

As Material Testing Technician -LADWP :experience gained was to detect and prevent System failure due to corrosion, pressure, bad design, wrong use of material and resource and studies related to system failure to determine root cause.

Have you had previous public service experience on a commission or public body? If so, indicate the public agency, title of position, and duties.

I am still in Public Service and my experience fall in two areas. Water Operations and Waste Water Treatment;

A) City of Los Angeles, Public Works-SANITATION 7/2015-8/2019: As Mechanical Engineering Associate working on Operations and Maintenance engineering group for Hyperion Waste Water treatment plant, my duties was to provide engineering support on all project and task related to design, installing and maintaining mechanical equipment and system. Managing occasionally environmental projects and safety projects.

B) City of Los Angeles, Dept of Water & Power 8/2009 7/2015 - Present : As Sr. Material Testing Technician and Corrosion specialist, my duties were to perform Inspections and Testing materials of water system constructions, not limited to collecting field samples, Lab test, field test and factory material fabrication inspection.

Managing Corrosion mitigation systems (namely Sacrificial and Impressed Current) protecting water distribution pipelines, water tanks and surge tank. Activities includes managing Installation, designing, maintaining and reporting corrosion system which protect

What do you hope to accomplish as a Palmdale Recycled Water Authority Member?

I am hoping FIRST, is a learning experience how regulatory authority such as PRWA functioning, executing plans, budgeting, and receiving funds and its allocations. SECOND, to accomplish the goals set in what PWD, PRWA and LA County Sanitation District what to accomplish and THIRD, to be a better promoter and assurance to customers regarding the benefits and safety of recycled water.

In your opinion, what is the goal of the Palmdale Recycled Water Authority and what benefit does it

PRWA goal is to ; Manage recycled water resources, promote, educate and encourage the citizen of Palmdale the safe use of recycled water and for doing so it protect health and the environment.

provide to the citizens of
Palmdale?

The biggest benefits is ; Water suitability and to meet ever
ending demand of reliable long term water supply.

List your education, highest
year completed, and
degrees, if any?

Masters of Science in Engineering management - California
State University Northridge (CSUN)- year 2017
Bachelor of Science in Chemical Engineering - University of
Dar Es Salaam, Tanzania (UDSM) - year 2001

Reasonable Accomodations:

Based on your
understanding of this PRWA
position, will you require
any special
accommodations to apply
and/or participate as a
member?

No

In Case of Emergency:

Whom should we notify?

Home Phone

Work Phone

Physician's Name

Phone

Do you have any medical
history that we should be
aware of in the event of an
emergency? (Allergies,
medications, etc.)

Agreement

The City of Palmdale and Palmdale Water District are equal opportunity employers and do not discriminate in hiring or employment upon any basis prohibited by law, including race, color, creed, religion, age, sex (including pregnancy, childbirth and related medical conditions), cancer, national origin, genetic characteristics, genetic information, ancestry, sexual orientation, gender, gender identity, gender expression, marital status, veteran status, disability, or any other basis protected by applicable law. None of the questions or information sought in this application are intended to discriminate based upon any status protected by law. If you need reasonable accommodation in completing this application, or in any other part of the application process, please contact the Palmdale City Clerk's Office at 661/267-5151. I certify that all statements on this application are true and complete to the best of my knowledge. I hereby authorize the City of Palmdale to investigate any information contained in this application. I understand that as part of the final selection process I will be required to pass a livescan fingerprint scan submission via the California Department of Justice. I understand that information collected

during this background check will be limited to that appropriate to determining my suitability for particular types Page 3 of work and that such information collected during the check will be kept confidential. I understand that false or misleading statements shall be sufficient grounds for disqualification from this position.

I hereby agree to the 12/18/2020
Agreement set forth on this
day.

Attached Documents:

| | |
|--------|----------------------|
| Resume | Field not completed. |
|--------|----------------------|

Email not displaying correctly? [View it in your browser.](#)

Roxanne Faber

From: noreply@civicplus.com
Sent: Monday, December 21, 2020 5:55 PM
To: City Clerk Department
Subject: Online Form Submittal: Palmdale Recycled Water Authority (PRWA) Public Member Application

CAUTION: This email originated from outside of the organization.

Palmdale Recycled Water Authority (PRWA) Public Member Application

Palmdale Recycled Water Authority (PRWA)
Public Member Application

| | |
|--|--|
| Name | Santiago Santos |
| Address | [REDACTED] |
| City | palmdale |
| Zip Code | 93550 |
| Home Phone | [REDACTED] |
| Business Phone | [REDACTED] |
| Email Address | [REDACTED] |
| Occupation | Technician |
| Why are you interested in this position? | Was recommended by Palmdale Water Ambassador class Always been interested in Palmdale water and its direction for the future |
| Considering your previous experience and activities in business, labor, professional, social or other organizations, indicate what you feel are the most important experiences and abilities that qualify you for this position. | Growing up in Palmdale and working in various fields that involved water practices understand the need for future developments and continued growth for the antelope valley |
| Have you had previous public service experience on a commission or public | Santa Clarita Public Works |

body? If so, indicate the public agency, title of position, and duties.

What do you hope to accomplish as a Palmdale Recycled Water Authority Member?

Being able to help in future projects to help Palmdale be the leader in recycled water in California

In your opinion, what is the goal of the Palmdale Recycled Water Authority and what benefit does it provide to the citizens of Palmdale?

Being able to re use run off and recycled water will keep overall prices down in the future
living in an extreme climate we need to have all citizens the importance of conserving and recycling for the future

List your education, highest year completed, and degrees, if any?

Highland High School

Reasonable Accommodations:

Based on your understanding of this PRWA position, will you require any special accommodations to apply and/or participate as a member?



In Case of Emergency:

Whom should we notify?



Home Phone

Work Phone

Field not completed.

Physician's Name

Field not completed.

Phone

Field not completed.

Do you have any medical history that we should be aware of in the event of an emergency? (Allergies, medications, etc.)



Agreement

The City of Palmdale and Palmdale Water District are equal opportunity employers and do not discriminate in hiring or employment upon any basis prohibited by law, including race, color, creed, religion, age, sex (including pregnancy, childbirth and

related medical conditions), cancer, national origin, genetic characteristics, genetic information, ancestry, sexual orientation, gender, gender identity, gender expression, marital status, veteran status, disability, or any other basis protected by applicable law. None of the questions or information sought in this application are intended to discriminate based upon any status protected by law. If you need reasonable accommodation in completing this application, or in any other part of the application process, please contact the Palmdale City Clerk's Office at 661/267-5151. I certify that all statements on this application are true and complete to the best of my knowledge. I hereby authorize the City of Palmdale to investigate any information contained in this application. I understand that as part of the final selection process I will be required to pass a livescan fingerprint scan submission via the California Department of Justice. I understand that information collected during this background check will be limited to that appropriate to determining my suitability for particular types Page 3 of work and that such information collected during the check will be kept confidential. I understand that false or misleading statements shall be sufficient grounds for disqualification from this position.

I hereby agree to the 12/21/2020
Agreement set forth on this
day.

Attached Documents:

| | |
|--------|----------------------|
| Resume | Field not completed. |
|--------|----------------------|

Email not displaying correctly? [View it in your browser.](#)

[REDACTED]

Sent: Monday, December 21, 2020 12:51 PM
To: City Clerk Department
Subject: Online Form Submittal: Palmdale Recycled Water Authority (PRWA) Public Member Application

CAUTION: This email originated from outside of the organization.

Palmdale Recycled Water Authority (PRWA) Public Member Application

Palmdale Recycled Water Authority (PRWA)
Public Member Application

| | |
|--|---|
| Name | M. Douglas Willis |
| Address | [REDACTED] |
| City | Palmdale |
| Zip Code | 93550-6622 |
| Home Phone | [REDACTED] |
| Business Phone | [REDACTED] |
| Email Address | [REDACTED] |
| Occupation | Retired - Accountant |
| Why are you interested in this position? | Enjoy using my knowledge/experience with the community I live in. |
| Considering your previous experience and activities in business, labor, professional, social or other organizations, indicate what you feel are the most important experiences and abilities that qualify you for this position. | Worked 40 years @ UCLA General Accounting Office as well as several community boards and commissions in the city of Santa Monica. |
| Have you had previous public service experience on a commission or public body? If so, indicate the | Charter Review Commission - City of Santa Monica - Review City Charter, recommended changes. Housing Commission, Santa Monica and Santa Monica Rent Control Board. |

public agency, title of
position, and duties.

What do you hope to
accomplish as a Palmdale
Recycled Water Authority
Member?

Learn about recycled water and explore avenues to enact
maximum benefits for our community.

In your opinion, what is the
goal of the Palmdale
Recycled Water Authority
and what benefit does it
provide to the citizens of
Palmdale?

Multiple uses with minimum expense.

List your education, highest
year completed, and
degrees, if any?

B/A Economics - UCLA, 1979.

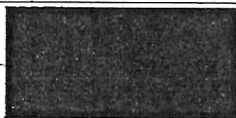
Reasonable Accommodations:

Based on your
understanding of this PRWA
position, will you require
any special
accommodations to apply
and/or participate as a
member?



In Case of Emergency:

Whom should we notify?



Home Phone

Work Phone

Field not completed.

Physician's Name



Phone

Do you have any medical
history that we should be
aware of in the event of an
emergency? (Allergies,
medications, etc.)

Agreement

*The City of Palmdale and Palmdale Water District are equal opportunity employers
and do not discriminate in hiring or employment upon any basis prohibited by law,
including race, color, creed, religion, age, sex (including pregnancy, childbirth and
related medical conditions), cancer, national origin, genetic characteristics, genetic*

information, ancestry, sexual orientation, gender, gender identity, gender expression, marital status, veteran status, disability, or any other basis protected by applicable law. None of the questions or information sought in this application are intended to discriminate based upon any status protected by law. If you need reasonable accommodation in completing this application, or in any other part of the application process, please contact the Palmdale City Clerk's Office at 661/267-5151. I certify that all statements on this application are true and complete to the best of my knowledge. I hereby authorize the City of Palmdale to investigate any information contained in this application. I understand that as part of the final selection process I will be required to pass a livescan fingerprint scan submission via the California Department of Justice. I understand that information collected during this background check will be limited to that appropriate to determining my suitability for particular types Page 3 of work and that such information collected during the check will be kept confidential. I understand that false or misleading statements shall be sufficient grounds for disqualification from this position.

I hereby agree to the 12/21/2020
Agreement set forth on this
day.

Attached Documents:

| | |
|--------|----------------------|
| Resume | Field not completed. |
|--------|----------------------|

Email not displaying correctly? [View it in your browser.](#)

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: March 2, 2021 **March 8, 2021**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.2 – CONSIDERATION AND POSSIBLE ACTION ON BALLOT FOR SPECIAL DISTRICT REPRESENTATIVE (VOTING MEMBER) TO THE LOS ANGELES COUNTY REDEVELOPMENT OVERSIGHT BOARD NO. 5. (NO BUDGET IMPACT – GENERAL MANAGER LaMOREAUX)***

The Palmdale Water District is entitled to cast one vote for a Special District Representative to the Los Angeles County Redevelopment Oversight Board No. 5. The candidates are as follows, and candidate statements are attached.

Candidates:

- Gordon Johnson, P.E., Kinneloa Irrigation District
- Lloyd Johnson, San Gabriel Valley Mosquito and Vector Control District

Ballots must be returned to the Local Agency Formation Commission (LAFCO) no later than April 15, 2021.

Strategic Plan Initiative/Mission Statement:

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

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

Budget:

This item will have no impact on the budget.

Supporting Documents:

- Candidate Statements
- Ballot

Gordon Johnson, P. E.
Professional Civil Engineer
joebakpak@gmail.com / (626) 840-2014 / Pasadena, California

Mr. Johnson is an independent engineering consultant, providing technical assistance to public agencies and engineering firms on water-related projects. He also serves as Board Chair of the Kinneloa Irrigation District, a public water agency in Los Angeles County.

Education

B. S. in Civil Engineering, Loyola Marymount University, 1978
M. S. in Environmental Engineering, Stanford University, 1979

Certifications

Board Certified Environmental Engineer, American Academy of Environmental Engineers and Scientists
Registered Civil Engineer, California

Professional Experience

From 1990 to 2018, Mr. Johnson served as an engineer and manager at the Metropolitan Water District of Southern California, one of the largest water utilities in the United States. For the last 19 years, he held the position of Chief Engineer. Mr. Johnson had responsibility for all facility planning, design, construction, and dam safety activities. He managed a department of 370 engineers and specialists who executed a capital improvement program with annual expenditures exceeding \$400 million. This program required extensive collaboration with Metropolitan's 26 member agencies and with federal and state permitting agencies. Major long-term initiatives included the comprehensive rehabilitation of the 75-year-old Colorado River Aqueduct and of over 800 miles of large-diameter pipelines and tunnels throughout urban and rural Southern California. Other initiatives included design of a demonstration-scale advanced water treatment plant as the initial step for the largest recycled water system in the U.S.; upgrades to improve seismic resilience of Metropolitan's dams and water distribution facilities; and the addition of ozone as primary disinfectant for five regional water treatment plants.

Prior to joining Metropolitan, Mr. Johnson served as Principal Engineer for two major consulting firms, with an emphasis on environmental remediation and design of water treatment plants. He previously held a commission as Second Lieutenant with the U. S. Public Health Service, helping to improve water supplies and sanitation at native Alaskan villages.

Key Skills

Project delivery; organizational planning; staff development

To whom it may concern.

My name is Lloyd Johnson I am a Trustee on the San Gabriel Valley Mosquito and Vector Control District . I am very interested in the redevelopment board nomination.

I am a former Councilmember and the Former Mayor of the City of West Covina. I was on the City Council for 5 years. When our City went to Districts unfortunately I didn't get re-elected.

I have been involved with our city for over 25 years, I have lived in West Covina for more then 50 year's.

Been married for over 47 years two children 5 grandchildren.

When I got out of High School in 1967 I joined the United States Marine Corp. went to Viet Nam in January 1968, came home a Disabled Veteran.

Was given a permanent Disability from the Marine Corp. received a Honorable discharge under medical conditions. Was awarded a Purple Heart

After I was out of the Marine Corp in 1969, I became a certified structural Arc Welder for the city of Los Angles. Worked in construction for more then 20 years.

I worked as a working Forman for a company for more then 10 years.

I am a Cancer serviver at the end of 2001, I had neck cancer really bad. I had surgery and then chemo and radiation treatment. It disabled my left arm where I couldn't work any longer.

I was put on permanent disability by Social security,
Even though I couldn't do a full time job, that didn't stop me from getting involved with our City government.

I love working with people to solve problems, being a trustee on the San Gabriel Valley Mosquito and Vector Control District, being the treasury and Security of the board is a honor.

I am a very hard worker, any task I take on I do to the best of my ability. Even though I have only been a trustee for almost two years, I love being involved and making a difference.

As being retired I could be doing a lot of other things with my time, I chose to be involved with the San Gabriel Valley Mosquito and Vector Controll District.

When you take on a position, that you didn't have to I am a firm believer you do it to the best of your ability. You make the time to do the job, that includes making the meeting.

It would be a great honor to be on the redevelopment oversight board representing the 5th district. You might be able to elect someone with more education, you will never get anyone with more passion to serve than myself.

Thank you for your consideration to this position
Lloyd Johnson

BALLOT

NOMINATION OF THE SPECIAL DISTRICT REPRESENTATIVE (VOTING MEMBER) TO THE LOS ANGELES COUNTY REDEVELOPMENT OVERSIGHT BOARD NO. 5

To: Paul Novak, Executive Officer, LA LAFCO

I hereby certify that the governing board of the Palmdale Water District (District),
(Name of District)

at its meeting on March 8, 2021 voted for:
(Date of Meeting)

_____ Gordon Johnson, P.E., Kinneloa Irrigation District

_____ Lloyd Johnson, San Gabriel Valley Mosquito and Vector Control District

PLEASE VOTE FOR NO MORE THAN ONE CANDIDATE.

(Signature)

_____ Gloria Dizmang

(Print Name)

_____ March 8, 2021

(Date)

_____ President, Board of Directors

(Print Title)

Ballots must be received by LAFCO by the close of the voting period, which is Thursday, April 15, 2021, at 5:00 p.m. Ballots may be delivered by U.S. Mail, FedEx or UPS, courier, or by e-mail (aobrien@lalafco.org). Given the current COVID-19 restrictions, the LAFCO office is closed to the public; for this reason, e-mail is preferred; nevertheless, LAFCO staff will be in the office on Thursday, April 15, 2021 to receive U.S. Mail, FedEx, UPS, or courier.

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: March 2, 2021 **March 8, 2021**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Peter Thompson II, Resource and Analytics Director
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.3 – CONSIDERATION AND POSSIBLE ACTION ON A TERM SHEET FOR A LONG-TERM TRANSFER AGREEMENT WITH WESTSIDE DISTRICTS. (NO BUDGET IMPACT – RESOURCE AND ANALYTICS DIRECTOR THOMPSON II/RESOURCE AND FACILITIES COMMITTEE)***

Recommendation:

Staff and the Resource and Facilities Committee recommend the acceptance of the term sheet for a long-term transfer agreement with Westside Districts.

Background:

The approval of the Water Management Tools Amendment to the District's State Water Project (SWP) contract, enables the District to enter into long-term transfer agreements with other State Water Contractors. These agreements allow State Water Contractors to set terms that include exchanging funds for water.

Staff has worked on developing a term sheet with the Westside Districts that would enable the District to transfer water to the Westside Districts in years of higher SWP allocation years where the District does not have immediate use for the water supply. In return, the District will receive funds from the Westside Districts for the transferred water in accordance with the term sheet. These funds could be used to support water resiliency projects for the District including local storage, banking programs, and surface water supply purchases. Staff believes that the terms set forth are fair in value and flexible enough to adapt to the District's changing needs.

Upon mutual acceptance of the terms sheet, the District and the Westside Districts shall begin work on fashioning the term sheet into an official agreement. This agreement would come before all the District's Boards for final approval.

Concurrent with developing the agreement, the parties seek to begin the California Environmental Quality Act (CEQA) compliance work for the agreement. The CEQA cost, estimated at \$25,000 total, would be shared equally between the District and the Westside Districts. The Palmdale Water District's participation in this cost sharing proposal was approved by the Resource and Facilities Committee at their meeting held March 1, 2021.

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

March 2, 2021

Strategic Plan Initiative/Mission Statement:

This work is part of Strategic Initiative 1 – Water Resource Reliability.

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

Budget:

There is no Budget impact.

Supporting Documents:

- Term Sheet-Palmdale Water District-Westside Water Districts

TERM SHEET FOR MULTI-YEAR WATER TRANSFER PROGRAM BETWEEN PALMDALE WATER DISTRICT AND THE WESTSIDE DISTRICTS¹

1. **Background:**

Palmdale Water District (“Palmdale”) and the Westside Districts (“Westside”) each have water supply contracts, directly or indirectly, with the California Department of Water Resources (“DWR”) for water from the State Water Project (“SWP”). Both Palmdale and Westside desire to increase their flexibility for the use of their respective SWP Table ‘A’ (“Table A”) amounts. Palmdale has local and groundwater supplies with the potential of meeting Palmdale’s water demands for multiple years; however, in certain years Palmdale receives a Table A allocation above its immediate needs and Palmdale could better benefit from a water transfer that delivers a portion of its Table A water (“Transfer Water”) to others to provide funding for local projects that will reduce its reliance on SWP water. Westside is highly reliant on the SWP to provide water for its existing agricultural water demands. The five Westside Districts have each developed a portfolio of water transfer, exchange, and banking programs, but with the decreasing delivery capacity of the SWP, in almost every year the Westside needs additional water supplies to maintain landowner investments in existing irrigated farmland.

The DWR and the SWP contractors are in the process of implementing the Water Management Amendment to the SWP Water Supply Contracts, which among other water management tools, allows SWP contractors to engage in multi-year water transfers. Palmdale, Dudley Ridge Water District (“Dudley”), and Kern County Water Agency (“KCWA”) have all executed the Water Management Amendment.

Accordingly, Palmdale and Westside propose to initiate a long-term Water Transfer Program (“Program”) for their mutual benefit and better water management of their SWP and other supplies.

2. **Determination of Transfer Water:**

- a. Term: Term of the Program shall be from the date all approvals have been obtained (assumed early 2021) through December 31, 2035.

¹ The Westside Districts are comprised of Dudley Ridge Water District and four Member Units of the Kern County Water Agency (Belridge WSD, Berrenda Mesa WD, Lost Hills WD, and Wheeler Ridge-Maricopa WSD)

- b. Quantity of Transfer Water: Palmdale shall annually, by February 15 of each year, evaluate the quantity of water available for the Program and provide Westside the estimated quantity of Transfer Water available for the calendar year. On or before June 1, Palmdale shall provide Westside the final updated Transfer Water quantities for the year. The minimum and maximum quantities of Transfer Water in acre-feet ("AF") made available to Westside through December 31, 2025 shall be based on the May 1 SWP delivery allocation, as shown in the table below. Palmdale may revise the Minimum and Maximum Quantities for years 2026-2030 and 2031-2035. These revisions must be submitted to Westside by December 31st, 2025 and December 31st, 2030 respectively. Westside shall have the option to either accept the revised Minimum Quantities or terminate the Program.

| SWP Allocation | Minimum AF | Maximum AF |
|----------------|------------|------------|
| 30% | 0 | 1,000 |
| 40% | 0 | 3,000 |
| 50% | 0 | 5,000 |
| 55% | 1,000 | 6,000 |
| 60% | 2,000 | 7,000 |
| 70% | 4,000 | 9,000 |
| 80% | 6,000 | 11,000 |
| 90% | 8,000 | 13,000 |

For any Transfer Water made available beyond the above minimum quantities, Palmdale shall have complete discretion on what, if any, additional Transfer Water is made available under the Program and Westside shall have the option, but not the obligation, to purchase any or all of the additional Transfer Water made available by Palmdale.

- c. Westside Obligation for Transfer Water: Westside shall be obligated to pay for the Minimum Quantity of Transfer Water made available by Palmdale each year, whether or not Westside takes delivery of the Transfer Water. Transfer water not delivered will not be carried over for delivery from Palmdale into another year, but, to the extent allowable by DWR, Westside may take delivery of the Transfer Water at the Point of Delivery for storage by Westside in San Luis Reservoir for future delivery.
- d. Confirmation and Scheduling of Transfer Water: Within 10 days after receipt of Palmdale's final updated quantity of Transfer Water, it is the intent that Palmdale and Westside finalize the quantity of Transfer Water and Palmdale, in coordination with Dudley and KCWA, shall notify DWR of the transfer and preliminary delivery schedule.

- e. Westside Allocation: Westside shall decide annually how the Transfer Water shall be prorated between them, but typically 14.34% would be allocated to Dudley and 85.66% to the four aforementioned KCWA Member Units, however, in some years all Transfer Water may be delivered to KCWA.

3. Conveyance to Westside:

- a. Point of Delivery: San Luis Reservoir.
- b. Delivery Schedules: Palmdale, in coordination with Westside, shall submit monthly water delivery schedules to DWR for delivery of the Transfer Water to Westside.

4. Payments:

- a. Westside shall be responsible for the DWR Variable charges for conveying the water from the Point of Delivery to Westside's service areas in Kings County (Dudley) and Kern County (KCWA).
- b. Within 45 days of finalizing the quantity of Transfer Water each year (refer to paragraph 2.d), Westside shall pay Palmdale for all Transfer Water for that year. Starting in 2021, payments will be made in accordance with the following:

| <u>SWP Allocation</u> | <u>Rate (/AF)</u> |
|-----------------------|-------------------|
| 76% to 100% | \$150 |
| 56% to 75% | \$325 |
| 31% to 55% | \$550 |
| 0% to 30% | TBD |

The above Rate shall be re-negotiated prior to December 31, 2025 and again prior to December 31, 2030. However, beginning in 2022 and continuing through 2025, the Rate shall increase annually by five percent (5%).

5. Approvals:

- a. Palmdale and Westside shall cooperate with each other in processing and obtaining DWR approvals associated with the Program.
- b. Palmdale and Westside shall cooperate with each other and DWR in determining and completing any environmental reviews associated with the Program. To the extent required, Palmdale and Westside shall share equally the costs for a consultant, if needed, to prepare environmental documents for the Program; Palmdale shall act as Lead Agency.

- c. Palmdale and Westside shall each be responsible for their own review and processing required agreements, environmental documents, and other transaction costs.

6. Other Conditions:

- a. This Term Sheet is not intended to be binding on either Palmdale or Westside. Neither party shall be bound until the SWP water management amendment is in effect, the required environmental review has been completed, and mutually acceptable documents have been developed and executed.
- b. The respective obligations of each party shall be suspended while it is prevented from complying by acts of God, war, riots, civil insurrection, acts of civil or military authority, fires, floods, earthquakes, labor accidents or incidents, rules and regulations of any governmental agency (other than the Parties themselves), or other cause of the same or other character any of which are beyond the reasonable control of either party (collectively, "Force Majeure"). In the event of a suspension due to the Force Majeure, the party whose obligations are suspended shall promptly notify the other party in writing of such suspension and the cause and estimated duration of such suspension.

Terms acknowledged and agreed to by:

Palmdale Water District:

Dennis D. LaMoreaux, General Manager

Dudley Ridge Water District:

Mark A. Gilkey, General Manager

Lost Hills Water District:

Mark A. Gilkey, General Manager

Berrenda Mesa Water District:

Mark A. Gilkey, General Manager

Belridge Water Storage District:

Mark A. Gilkey, General Manager

**Wheeler Ridge - Maricopa Water
Storage District:**

Sheridan Nicholas, Engineer-Manager

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: March 2, 2021 **March 8, 2021**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Peter Thompson II, Resource and Analytics Director
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.4 – CONSIDERATION AND POSSIBLE ACTION ON APPROVAL TO ENTER INTO AND AUTHORIZATION OF FUNDING PURCHASE OPTIONS FOR THE 2021 STATE WATER CONTRACTORS DRY YEAR WATER TRANSFER PROGRAM. (\$2,500.00 INITIAL DEPOSIT – BUDGETED UNDER WATER PURCHASES – RESOURCE AND ANALYTICS DIRECTOR THOMPSON II)***

Recommendation:

Staff recommends the Board approve the District's entry into the State Water Contractor's (SWC's) Dry Year Water Transfer Program and further to authorize funding of initial purchase option payments, which will be determined later (estimated between \$350-\$550 per Acre Foot (AF) with a 30% delta loss = \$500-\$785 AF).

The SWC charges a \$5.00 per acre foot initiation and administration deposit towards the Program. It is anticipated that the District may possibly need a 500 AF purchase of water through this Program to protect carryover water for 2022 at a maximum dollar amount of \$395,000.00. This quantity required an initial deposit of \$2,500.00 in order to reserve options for dry year supplemental water in 2021.

Alternative Options:

An alternative option is to independently pursue scarce dry year supplemental water purchases in a reduced water availability market.

Impact of Taking No Action:

The District would opt to tap into its less than 1,000 AF of water planned for carryover into 2022. This would reduce the reliability of next year's supply requiring more expensive purchases should 2022 be another dry year.

Background:

At the last (February 2021) State Water Contractors meeting, the Department of Water Resources (DWR) held firm with a 10% allocation. Unless there is a significant increase in precipitation over March and April, this will be the final allocation. Currently, there is very little precipitation forecasted for March and April.

BOARD OF DIRECTORS
PALMDALE WATER DISTRICT

VIA: Mr. Dennis D. LaMoreaux, General Manager

March 2, 2021

The State Water Contractors (SWC's) have initiated a Dry Year Transfer Program for 2021, which is designed to help fill water shortages in the coming year. The Program will acquire water transfers from rice fallowing in northern California. The initial option/participation payment of \$5.00 per acre foot, which will go towards administrative costs, will be either billed or refunded at actual cost at Program's end. The remaining purchase deposit amounts required to secure supplemental water through contracts with willing sellers will be determined when actual available purchase quantities and their cost per acre foot are agreed upon.

There are several off-ramp points in the Program, which allows the District to decline exercising water transfer options in the event that the 2021 water year proves to be more abundant than anticipated or if the price exceeds the anticipated cost per AF.

District staff has looked at potential impacts due to the low allocation of SWP supply and has already begun working to secure water from existing exchange and banking agreements. The critical point of decision to fully participate in this Program will be predicated on whether the final allocation is below 25%.

Participation in the SWC's Dry Year Transfer Program gives insurance against water shortages in 2021 and 2022 should there be back-to-back dry water years.

Strategic Plan Initiative/Mission Statement:

This work is part of Strategic Initiative 1 – Water Resource Reliability.

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

Budget:

The cost to enter into and exercise options for supplemental water will be covered under PWD Operating Budget for 2021 under Water Purchases.

Supporting Documents:

- State Water Contractors Dry Year Transfer Agreement

**STATE WATER CONTRACTORS
2021 DRY YEAR WATER TRANSFER AGREEMENT**

This State Water Contractors (“SWC”) 2021 Dry Year Water Transfer Agreement (“Agreement”) is between and among the SWC and certain SWC member agencies who execute this Agreement with the intent to purchase water (“Buyers”) through the 2021 Dry Year Transfer Program (“DYTP” or “Program”). SWC and Buyers may be referred to collectively as “Parties.” This Agreement is effective when executed by SWC and as to each Buyer, when executed by such Buyer.

RECITALS

- A. The SWC is a non-profit mutual benefit corporation created under California law in 1982.
- B. The Buyers who have executed this Agreement are SWC member agencies.
- C. The Buyers desire to purchase water to help meet their service areas’ needs in 2021, and desire the SWC to act as a negotiating and fiscal agent to collect, hold, disburse, and account for funds deposited by the Buyers pursuant to this Agreement. The SWC is empowered and is willing to do so.

NOW, THEREFORE, the Parties to this Agreement agree as follows:

AGREEMENT

1. BUYER-SELLER AGREEMENTS

(A) The SWC, along with certain Buyers, shall jointly negotiate agreements to purchase water from to-be-determined water districts/water agencies/water companies in the Sacramento Valley (“Sellers”) through an agreement (“Buyer-Seller Agreements”) for use by Buyers in 2021. The Buyers shall make their best efforts to negotiate and execute Buyer-Seller Agreements by April 19, 2021.

(B) Each Buyer will execute a Buyer-Seller Agreement with each Seller. The SWC shall not be a party to the Buyer-Seller Agreements.

(C) Each Buyer will execute Storage and Conveyance Agreements with the California Department of Water Resources (“DWR”) and the Seller and/or Sellers. There will be additional conditions, risks, and possibly DWR administrative charges associated with the Storage and Conveyance Agreements. The SWC shall not be a party to the Storage and Conveyance Agreements.

(D) The Buyers understand that (i) water purchased through the Buyer-Seller Agreements will be subject to losses and (ii) the water actually delivered by DWR could be reduced or delayed based on regulatory or judicially-imposed restrictions on DWR’s ability to operate the export pumps and State Water Project infrastructure outages. The Buyers further understand that payments required by the Buyer-Seller Agreements and this Agreement are based on the water amount purchased and not the water amount actually delivered.

2. INITIAL WATER REQUEST AND INITIAL ALLOCATION PROPORTION

(A) Provided Buyer has executed this Agreement on or before March 12, 2021, each Buyer shall: (i) provide written notification to the SWC of its initial water request (“Initial Request”) and (ii) remit to the SWC \$5 for each acre-foot included in its Initial Request as an initial administrative deposit (“Administrative Deposit”), to be held in trust by the SWC under Section 7. The Administrative Deposit shall be used to pay the SWC’s staff and administrative costs described in Section 6 and Sellers’ staff, environmental, legal, technical/engineering, and regulatory costs described in Section 5.

(B) Upon executing this Agreement, submitting an Initial Request, and remitting an Administrative Deposit, the Buyer shall be entitled to make a final water request (“Final Request”) pursuant to Section 3(B).

(C) The initial allocation of the water to be purchased through the Buyer-Seller Agreements will be based on the lesser of Buyer’s Initial Request or Buyer’s proportionate share to the total DYTP supply, determined by the ratio of participating Buyers’ maximum

SWP Table A amount to the total maximum SWP Table A amounts of all participating Buyers (“Initial Allocated Proportion”).

(D) Should a Party(ies) desire to adjust the allocation methodology specified in Section 2(C), the Parties who have made an Initial Request must agree unanimously in writing.

3. FINAL WATER REQUEST AND PURCHASE WATER DEPOSITS

(A) On or before April 2, 2021, the SWC will provide Buyers written notice of: (i) the current Sellers’ anticipated total water amount available by water supply type (e.g. crop idling, crop shifting, groundwater substitution, reservoir reoperation) for purchase through the Buyer-Seller Agreements; (ii) the Buyer-Seller Agreements’ final terms; and (iii) each Buyer’s Initial Allocated Proportion of water available per Section 2(C).

(B) On or before April 14, 2021, each Buyer will provide the SWC and other Buyers written notice of its final water request (“Final Request”). The Final Request cannot be greater than the Buyer’s Initial Request or the Initial Allocated Proportion identified in the SWC’s Section 3(A) notice unless agreed to in writing by all Buyers. If a Buyer is allowed to expand its request beyond the Final Request, the corresponding supplemental SWC Administrative Deposit will be submitted within one week of the granted increase.

(C) On or before April 30, 2021, the SWC will provide Buyers written notice of any adjustments, in accordance with Section 4, to each Buyer’s Initial Allocated Proportion of water available for purchase based on the Final Request (“Final Allocated Proportion”).

(D) On or before May 10, 2021, each Buyer shall remit to the SWC an initial purchase deposit (“Initial Purchase Deposit”) equal to 50% of its Initial Allocated Proportion multiplied by the price per acre-foot established in the Buyer-Seller Agreements or any Letter of Commitment and/or Letter of Intent. The price per acre-foot may vary among each unique Buyer-Seller Agreement. Based on the Final Allocated Proportion, determined in Section 4, the Buyer shall remit to the SWC the remaining balance of the cost of Buyer’s Final Allocated Proportion (“Final Purchase Deposit”) by June 7, 2021. The SWC shall hold all purchase deposits in trust under Section 7.

(E) If the purchased water amount allocated to a Buyer is not made available to a Buyer based on Seller's failure to perform, resulting in excess of Final Purchase Deposit, the SWC shall refund any excess purchase deposits not needed for Buyer's share of purchase costs.

(F) The Parties may mutually agree to adjust the dates specified in this Section 3, in writing, without amending this Agreement.

4. FINAL ALLOCATION PROPORTION

(A) If a Buyer's Final Request is less than its Initial Allocated Proportion as provided in the SWC's notice in Section 3(A), the forfeited potential water transfer quantity will be offered to other Buyers pursuant to Section 4(B). If a Buyer does not execute the Buyer-Seller Agreements or submit Purchase Deposits to the SWC pursuant to Section 3(D), it will be considered a withdrawn buyer ("Withdrawn Buyer") and will have no rights or obligations to purchase water pursuant to this Agreement and cannot rejoin the 2021 DYTP. A Withdrawn Buyer will still be responsible for any proportional cost obligations as described in Sections 5 and 6, prior to the date SWC receives actual notice of the Buyer's withdrawal from the 2021 DYTP.

(B) Each Buyer remaining in the Program may request a share of water made available by Withdrawn Buyers or by reduced requests of remaining Buyers equal to its proportionate share of the total amount of Final Requests made under Section 3. If a remaining Buyer does not want additional supply, this reallocation process will be repeated as necessary to distribute the additional water to willing Buyers. If the reallocation process results in a Buyer accepting an assigned proportional share that is greater than the Initial Allocated Proportion, the Buyer must submit the corresponding additional \$5 per acre-foot Administrative Deposit and corresponding Purchase Deposits to the SWC for the additional quantity above the Initial Allocated Proportion within ten business days of accepting the additional assigned share.

(C) SWC will determine each Buyer's Final Allocated Proportion, in accordance with Sections 4(A) and (B), and will notify each Buyer in the required Section 3(C) notice.

(D) After the Buyer-Seller Agreements have been executed and the Sellers have been notified of the intent to purchase the water, remaining Buyers will be responsible for full payment of allocated purchased supplies and potential Seller legal/administrative costs/liabilities, if any, as set forth in the Buyer-Seller Agreement and/or referenced in Section 5.

5. PAYMENTS TO SELLERS

(A) Letter(s) of Commitment/Intent: If it is deemed necessary, this Agreement authorizes the SWC to execute a Letter of Commitment and/or a Letter of Intent with the Sellers on behalf of the Buyers prior to the actual execution of a Buyer-Seller Agreement. Buyers shall have the right to review any Letter of Commitment/Intent before it is executed. Upon the execution of this Agreement and any Letter of Commitment/Intent, the SWC may commit the Buyers to pay some of Sellers' future or past regulatory and administrative costs. In addition, the Letter of Commitment/Intent may commit Buyers to cover certain Sellers costs in the event of an administrative challenge, litigation, and/or certain Seller costs incurred prior to DTYP cancellation. Such payments may be required regardless if a Buyer-Seller agreement is executed and/or if water is ultimately purchased or moved. Funding for these payments will come from the Buyers' \$5 per acre-foot Administrative Deposit. If the Administrative Deposit is insufficient and additional funds are required, as to be determined by SWC, a sufficient subsequent Administrative Deposit will be paid by Buyers to the SWC, in proportion to their participation share of the DYTP at the time of the execution of any Letter of Commitment/Intent.

(B) Buyer-Seller Agreement(s):

(i) Water Purchase: Upon Buyers submitting a Final Request, Buyer must remit an Initial Purchase Deposit to the SWC pursuant to Section 3(D), and the SWC will promptly, but no later than any notification deadline in the Buyer-Seller Agreements, notify the Sellers that the Buyers have submitted a Final Request and will make payments to the Sellers in accordance with the payment provisions of the Buyer-Seller Agreements. In addition, the Buyers must remit a Final Purchase Deposit to the SWC pursuant to Section 3(D). The payments made by the SWC to the Sellers based on a Buyer's Final Allocated Proportion will not be

refundable to the Buyer unless Sellers fail to perform and are required to return the payments based on their failure to perform as specified in the Buyer-Seller Agreements and any Letter of Commitment/Intent.

(ii) Seller Administrative, Regulatory, and Litigation Costs:

(a) If not obliged by an execution of a Letter of Commitment/Intent in Section 5(A), the Buyer-Seller Agreement will likely commit the Buyers to incur some of the Sellers' administrative and regulatory costs in addition to possible litigation and administrative costs associated with an unforeseen administrative challenge and/or litigation against a 2021 DYTP water transfer. Such expenses would be funded using the Buyers' Administrative Deposit described in Section 2(A). If the Administrative Deposit is insufficient and additional funds are required, a sufficient subsequent Administrative Deposit will be paid by Buyers to the SWC, provided such subsequent payment is consistent with the Buyer-Seller Agreement.

(b) The SWC are authorized to, and shall, disburse from the Administrative Deposit funds necessary to pay the Buyers' share of Sellers' administrative, regulatory, and litigation (if any) costs, including any such costs required by Letters of Commitment/Intent and/or the relevant Buyer-Seller Agreement. Subject to Sections 5(B)(ii)(c) and (d), each Buyer's Administrative Deposit will be debited with a proportionate share of these costs equal to the Final Allocated Proportion of water.

(c) Because the Sellers' administrative, regulatory, and potential litigation costs will be incurred irrespective of whether any of the Buyers ultimately purchase water or whether there is capacity to deliver purchased water, Withdrawn Buyers will be responsible for the payment of the costs specified in 5(B)(ii) proportionate to the Initial Allocated Proportion for environmental and legal costs associated with the defense of the Program that were initiated prior to the Buyer becoming a Withdrawn Buyer. However, a Withdrawn Buyer's maximum liability for administrative costs shall be limited by its total Administrative Deposit.

(d) In the event that all Buyers withdraw from the Program or no water can ultimately be delivered, the administrative, regulatory, and litigation (if any) cost responsibilities, as required in the Buyer-Seller Agreements and/or the Letter of Commitment/Intent, will be apportioned to all Buyers who executed this Agreement according to the Initial Allocated Proportion at the time of withdrawal or Program termination. In the unlikely event where the resulting payment obligations to the Seller exceed the 2021 DYTP Administrative Deposits, additional Administrative Deposits, assessed in proportion to the participation share at the time of withdrawal or Program termination, will be required.

6. SWC'S ADMINISTRATIVE COSTS

The SWC will be responsible for taking the following actions to facilitate the transfers:

- (A) Hold/manage the deposits in a separate interest bearing account for the Buyers' benefit and return to the Buyers their proportionate share of any interest remaining in the account when their duties have ended under this Agreement;
- (B) Collect money from Buyers and disburse to Sellers;
- (C) Account for money/water and refund any excess deposits made by Buyers;
- (D) Administer contract changes, transfer adjustments, and any repayment required due to failure/inability to deliver water; and
- (E) Coordinate with DWR on behalf of the Buyers regarding the Storage and Conveyance Agreements, carriage loss calculation, and any DWR administrative fees.
- (F) Subject to Section 6(G), each Buyer that receives water from this Program shall pay the SWC a proportionate share of the SWC's actual costs to administer this Agreement equal to its Final Allocated Proportion. When the SWC administrative duties have ended, it will provide the Buyers an accounting for its actual costs. If the SWC's actual administration and administrative costs identified in Section 6 and the Sellers' costs identified in Section 5(B)(ii) exceed the Administrative Deposits, each Buyer shall pay to the SWC an amount equal to its proportionate share of its Final Allocated Proportion within fifteen business days of receiving an invoice or notification from the SWC, provided such subsequent payment is consistent with the Buyer-Seller Agreement.

If the costs are less than the Administrative Deposits, the SWC shall refund to each Buyer its proportionate share of the remaining Administrative Deposits based on its Final Allocated Proportion. In either case, at the conclusion of the program the SWC will retain a sum of \$2,000 from the combined Administrative Deposits to cover costs associated with typical post-program activities such as answering questions regarding water and cost accounting, preparation for program audits, and documenting the program, including “lessons learned,” which will aid future programs.

(G) Withdrawn Buyers will pay the SWC a proportionate share of the SWC’s actual costs to administer this Agreement and the DYTP incurred prior to becoming a Withdrawn Buyer, designated as the date of written notification to SWC of withdrawal or failure to execute a Buyer-Seller Agreement by the required date (whichever is earlier) based on its Initial Allocated Proportion, or failure to make the required deposit by the due date.

7. SWC’s DUTIES AS FISCAL AGENT

The SWC shall hold and manage the funds deposited by Buyers in a separate interest bearing account in trust for the benefit of the Buyers and shall exercise the same duty of care in managing the Buyers’ account as it exercises in maintaining its own accounts.

8. INDEMNITY AND LIABILITY

(A) As between themselves, the Buyers agree to jointly and severally assume any liability of the SWC resulting from this Agreement in proportion to their respective share of the total amount of Initial Requests. The Buyers agree that the SWC shall incur no liability as a result of the SWC undertaking the work provided for by this Agreement.

(B) The Buyers agree to jointly and severally protect, defend, indemnify, and hold harmless the SWC, including its directors and staff, and any members of the SWC who are not parties to this Agreement and their respective directors, officers, agents, servants, employees, and consultants from and against any and all losses, claims, liens, demands, and causes of action of every kind and character, occurring or in any way

incident to, connected with, or arising directly or indirectly out of the Buyers' performance or non-performance under this Agreement.

9. AUDIT

(A) SWC shall be responsible for ensuring the accuracy and propriety of all billings and shall maintain all supporting documentation for the period specified below.

(B) Buyer will have the right to audit SWC's invoices and all supporting documentation for purposes of compliance with this Agreement during the term of this Agreement and for a period of three years following completion of services under this Agreement.

(C) Upon reasonable notice from Buyer, SWC shall cooperate fully with any audit of its billings conducted by Buyer and shall permit access to its books, records, and accounts as may be necessary to conduct such audits.

10. TERM OF AGREEMENT

This Agreement shall be effective until December 31, 2021 or upon the completion of all duties and obligations of the Parties.

11. NOTICES

All notices required by this Agreement to be made in writing can be made by facsimile, e-mail, or signed document via e-mail.

12. SIGNATURE BY COUNTERPART

This Agreement may be signed in counterparts by the Parties and, if executed in counterparts, will be deemed to be the same instrument and valid and binding on a Party as if fully executed all in one copy.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by authorized officials thereof on the dates indicated below.

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State Water Contractors

By: _____

Date: _____

BUYER _____

By: _____

Date: _____

Approved as to legal form: _____ 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: March 2, 2021 **March 8, 2021**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Chris Bligh, Facilities Manager
VIA: Mr. Adam Ly, Assistant General Manager
Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.5 – CONSIDERATION AND POSSIBLE ACTION
ON PURCHASE OF A NEW WATER TRUCK. (\$110,000.00 –
BUDGETED –CIP PROJECT NO. 21-603 – FACILITIES MANAGER
BLIGH/RESOURCE AND FACILITIES COMMITTEE)***

Recommendation:

Staff and the Resource and Facilities Committee recommend the approval of the purchase of a new water truck to replace the current water truck.

Alternative Options:

The Board can choose to not replace this equipment at this time.

Impact of Taking No Action:

The District would keep inefficient equipment in its fleet.

Background:

Staff requests the replacement of a 1999 Chevrolet Water Truck (Truck No. 67) with a new 2021 Kenworth Water Truck. Truck No. 67 is not only 21 years old but is also a converted dump truck with a long history of mechanical breakdowns, and that history continues to grow.

Strategic Plan Initiative/Mission Statement:

This work is part of Strategic Initiative No. 3 – Systems Efficiency.
This item directly relates to the District's Mission Statement.

Budget:

The quoted purchase price is under \$110,000. These funds will be provided by combining the budgeted replacement costs for Truck No. 67 (current water truck) of \$65,000 with Truck No. 4 (dump truck) of \$65,000 for a total of \$130,000. We will still have 3 dump trucks in service.

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: March 2, 2021 **March 8, 2021**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Adam Ly, Assistant General Manager
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.6 – CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF RESOLUTION NO. 21-6 BEING A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT ADOPTING AN AMENDMENT TO SECTION 8.03 AND APPENDIX D, MISCELLANEOUS FEE, OF THE PALMDALE WATER DISTRICT’S RULES AND REGULATIONS. (NO BUDGET IMPACT – ASSISTANT GENERAL MANAGER LY)***

Recommendation:

Staff recommends that the Board approve Resolution No. 21-6 Adopting an Amendment to Section 8.03 and Appendix D, Miscellaneous Fee, of the Palmdale Water District’s Rules and Regulations.

Alternative Options:

Do not amend Section 8.03 and Appendix D.

Impact of Taking No Action:

The District will continue to pay the cost of manual data entry of backflow testing data.

Background:

The District’s Cross Connection Control (CCC) policy was updated in December 2020 to add electronic notification services. The District has been testing Syncta and is in the process of rolling out the program to all businesses. With Syncta, customers and backflow testers may use Syncta’s mobile application (“app”) to access testing forms and complete the data entry required by the annual testing requirements within the app. The app will help the customer and the District to better manage notifications, testing, and validation of backflow assemblies in our system.

The District would encourage businesses and its backflow testers to use the Syncta system instead of the manual process where the District would have to mail copies of test forms, receive test data, and entry of data to update the database. We have sent out letters to customers and updated our website to explain the registration process. With this revision to our Rules & Regulations, the District will be giving customers until July 1, 2021 to migrate over to the electronic submission of testing results. After July 1, the District will be charging the customer the Cross-Connection

Control Annual Paper Processing Fee, which is currently set at \$35.00, for manual processing of hard copy submittals. The fee is determined as follows:

| Description | Cost | |
|---------------------|-------------|----------------|
| Labor | \$48.93/hr. | |
| Overhead Multiplier | 275% | |
| Time to process | 15 minutes | |
| Labor Cost | | \$33.64 |
| Postage | 0.55 | |
| Printing & Paper | 0.25 | |
| Total Cost | | \$34.44 |
| | | |

Section 8.03 and Appendix D of the Palmdale Water District's Rule & Regulations are edited to reflect the changes.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 2 – Organizational Excellence and No. 3 – Systems Efficiency.

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

Budget:

No budget impacts

Supporting Documents:

- Resolution No. 21-6
- Proposed Section 8.03
- Proposed Appendix D

RESOLUTION NO. 21-6
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PALMDALE WATER DISTRICT
ADOPTING AN AMENDMENT TO SECTION 8.03 AND APPENDIX D,
MISCELLANEOUS FEE, OF THE PALMDALE WATER DISTRICT’S RULES AND
REGULATIONS

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

WHEREAS, on December 14, 2020, the District’s Cross-Connection Control Policy was updated to introduce electronic notification regarding backflow testing through a digital data management and reporting program; and

WHEREAS, Section 8.03 of the District’s Rules and Regulations provides an explanation of the District’s water rates; and

WHEREAS, Appendix D, of the District’s Rules and Regulations references and implements the Miscellaneous Charges referenced in Section 8.03; and

WHEREAS, the District desires to update Section 8.03 and Appendix D of the District’s Rules and Regulations to reflect the implementation of a charge for the District’s manual processing of data submitted via paper copy for its Cross-Connection Control Program.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

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

SECTION 2. Section 8.03(C)(10) of the District’s Rules and Regulations is hereby amended and shall now read as follows:

“10. Cross-Connection Control Processing Fee

The Cross-Connection Control Program consists of database management, inspections, validation and support for customers. The software used by the District is a cloud/web-based data management and reporting program that manages email notifications to owners and testers. If the customer opts to use the manual process requiring the mailing and handling of paper copies instead of the digital program, the customer will be required to pay a Cross-Connection Control Annual Paper Processing Fee as set forth in Appendix D.”

SECTION 3. Appendix D as referenced in Section 8.03 of the District’s Rules and Regulations is hereby amended to include a “Cross-Connection Control Annual Processing Fee.”

SECTION 4. 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 5. 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 6. This Resolution shall become effective upon the date of adoption as set forth herein.

PASSED, APPROVED AND ADOPTED on this 8th day of March 2021 by the Board of Directors of the Palmdale Water District.

Gloria Dizmang, President
Board of Directors
Palmdale Water District

Kathy Mac Laren-Gomez, Secretary
Board of Directors
Palmdale Water District

APPROVED AS TO FORM:

Aleshire & Wynder. LLP
Eric Dunn, District General Counsel

8.03: RATES (Appendix C Revised 10-28-19)

A. General Provisions: Rates and charges for water consumption, as specified under various classifications of service, and other miscellaneous charges are set by the Board from time to time. Current rates and charges are set forth in the attached appendices according to section and rate classification as set forth below.

B. Water Rates: Retail charges consist of a minimum monthly service charge based on meter size, a water budget commodity rate charge based on allocation and usage, a water quality fee, a drought surcharge, and an elevation booster surcharge, if applicable, attached hereto as Appendix C.

1. Variances: (Revised 8-24-16)

Variances to the water rate budget structure are available to qualifying consumers. Variance policies for the water rate budget structure and the variance application are attached hereto as Appendix C.1. If approved, the variance adjustment will apply to the current and the previous month's billing for first time applicants only.

2. Adjustments: (Approved 7-28-10)

A courtesy adjustment is available to customers who exceed their allocation caused by extraordinary water consumption due to leaks. The application, policy, and program conditions are attached hereto as Appendix C.2.

3. Rate Assistance Program: (Approved 8-13-14)

A rate assistance program has been developed to assist low-income ratepayers by offering an assistance amount up to fifty percent (50%) off of the monthly service charge to those who

qualify. The program conditions and application are attached hereto as Appendix C.3.

- C. Miscellaneous Charges:** (Revised 3-11-09) In order to recover the cost associated with afterhours service calls, late payments, returned checks, disconnections, reconnections and other damages sustained by the District, the specified items listed below are charged to Consumers; the dollar amounts associated with each item are determined by the Board and are attached hereto as Appendix D.

1. Non-Payment Shutoff Fee

If a Consumer requests resumption or continuance of service after such service has been disconnected, then the non-payment which led to the disconnection shall be deemed to be evidence of non-credit worthiness and the Consumer shall be required to make a security deposit, pay a Non-Payment Shutoff Fee, unpaid user and late charges, advance payments required by these Rules and Regulations, and meet any other conditions set forth by the District.

2. Meter Test Charge

The District shall endeavor to keep the meters in good condition and registering accurately. Any Consumer may request that his meter be examined and tested to see if it is correctly recording water delivered through it. Said request shall be made on a form furnished by the District and shall be signed by the Consumer. If such examination and test reveals that quantities of water recorded by the meter fall outside of a range between 97 percent and 103 percent of the actual quantities of water passed through the meter during the test, the cost of such test shall be paid by

the District. If the meter is found to be registering within three (3) percent accuracy, the cost of such test, as set forth in Appendix D, shall be paid by the Consumer to the District on demand. All other tests and examinations of meters shall be at the District's expense.

3. Pulled Meter Charge

If a Consumer's service has been disconnected and the meter has been "pulled" or removed from the premises, then the Consumer shall pay at the District office a pulled meter charge, as set forth in Appendix D, along with any other charges before the service and meter can be reconnected.

4. Unauthorized Water Use

Any person or entity found taking water from or through any of the District's facilities without District authorization will be assessed a fine payable to the District, as set forth in Appendix D, in addition to applicable District charges for the quantity of water taken. Written notice of the assessment of such fine shall be given by personal service or by registered or certified mail.

5. Charge for Turn Off at Main

If the water to a property is turned on more than once without District authorization, the service may be shut off at the main, and the Consumer shall be required to pay, in addition to any other applicable charges, a charge for the expense of reconnection prior to the re-establishment of service.

6. Property Damage (Revised 5-13-19)

If a Consumer, new applicant or developer is found to be responsible for any damage done to District property, such damages shall be reimbursed to the District at cost plus administrative overhead. If responsibility for damage is not known, charges will be made to the current Consumer or property owner.

a. Consumers who operate the District owned angle stop in order to stop leaks or flooding at their property and damage the angle stop in the process are responsible for the angle stop repair costs. The District will assess the charge on the consumer's account. The charge will be waived once in the account's life as a courtesy. The waiver requires the consumer to also agree in writing to install or have installed, at their own expense, an isolation valve on their side of the service.

7. Cleaning and Walk-Thru Water Service (Revised 2019)

Temporary service will be provided to an existing water service for a maximum of 14 calendar days to facilitate cleaning and showing of property for sale or rent. This service is not to be used for maintenance requiring high volumes of water. An application fee and security deposit will be required as listed in Appendix D. Water usage will be charged at the current District rates and billed directly to the user. Any remaining funds of the security deposit will be refunded to the applicant.

8. Turn-on/off Fee

If a customer requests that a service be turned on after paying all applicable fees and charges as described herein and a Palmdale Water District representative turns the water service on, and

water is found to be running, the customer shall then be required to pay a Turn-on/off Fee as set forth in Appendix D.

9. 48-Hour Disconnect (Shut Off) Notice Fee

When a 48-Hour Disconnect (Shut Off) Notice has been issued by the District as set forth in Appendix GG, the customer shall be required to pay a 48-Hour Disconnect (Shut Off) Notice Fee as set forth in Appendix D.

10. Cross-Connection Control Program Fee

The Cross-Connection Control Program consists of database management, inspections, validation and support for customers. The software used by the District is a cloud/web-based data management and reporting program that manages email notifications to owners and testers. If the customer opts to use the manual process requiring the mailing and handling of paper copies instead of the digital program, the customer will be required to pay a Cross-Connection Control Annual Paper Processing Fee as set forth in Appendix D.

D. Rates for Compound Meters Sized for Fire Protection:

(Revised 2-10-20) Effective March 1, 1998, compound meters which are sized for fire protection and used primarily 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.

APPENDIX D

MISCELLANEOUS CHARGES

| | | | | | | | | |
|---|---|---|---|---|---|---|---|--|
| 1. Shutoff Fee per Article 8.03 C(1) and C(8): | | | | | | | | |
| - During regular working hours-on shut off list but service not yet physically off (8 a.m. to 6 p.m.) | . | . | . | . | . | . | . | \$ 0.00 |
| - During regular working hours-service physically shut off (8 a.m. to 6 p.m.) | . | . | . | . | . | . | . | \$ 30.00 |
| - After regular working hours, Fridays-Sundays, and Holidays (emergencies only) | . | . | . | . | . | . | . | \$ 80.00 |
| 2. Returned Check Charge | . | . | . | . | . | . | . | \$ 45.00 |
| 3. Meter Test Charge per Article 8.03C(2) (per test/invoiced) | . | . | . | . | . | . | . | \$ 65.00 |
| 4. Pulled Meter Charge per Article 8.03C(3). | . | . | . | . | . | . | . | \$ 60.00 |
| 5. Unauthorized Water Use Fine per Article 8.03C(4) and 9.03 | . | . | . | . | . | . | . | \$ 1,000.00 |
| 6. Walk-thru and Cleaning Water Service per Article 8.03C(7) – maximum of 14 calendar days: | | | | | | | | |
| -Application Processing Fee | . | . | . | . | . | . | . | \$ 25.00 |
| -Security Deposit | . | . | . | . | . | . | . | \$ 100.00 |
| 7. Disconnection Charge for Waste or Misuse of Water per Article 8.05B(2) and Appendix O | . | . | . | . | . | . | . | \$ 1,000.00 |
| 8. Late Charge per Article 8.04E and Article 8.04G | . | . | . | . | . | . | . | 10% of the balance due for the first 30 days and 1-1/2% for each 30 days thereafter |
| 9. Meter and Project Water System Deposit Fee (per project unit) | . | . | . | . | . | . | . | \$ 400.00 |
| 10. Fee for Confinement or Quitclaim of Easements per Article 12.05 | . | . | . | . | . | . | . | \$ 100.00 |
| 11. Non-emergency Service Calls After Regular Working Hours (8 a.m. to 6 p.m.) on Weekdays, Fridays-Sundays, and Holidays per Article 8.03C(8). | . | . | . | . | . | . | . | \$ 80.00 |
| 12. Turn-on/off Fee per Article 8.03C(8) | . | . | . | . | . | . | . | \$ 15.00 |
| 13. 48-Hour Disconnect Notice Fee per Article 8.03C(9) | . | . | . | . | . | . | . | \$ 20.00 |

| | | | | | | | | |
|--|---|---|---|---|---|---|---|---|
| 14. Angle Stop Repair per Article 8.03C(6)(a): | | | | | | | | |
| -During regular working hours (7 a.m. to 4:30 p.m.) | . | . | . | . | . | . | . | \$ 440.00 |
| -After regular working hours, Fridays-Sundays, and Holidays | . | . | . | . | . | . | . | \$ 600.00 |
| -Service line replacement per Article 8.03C(6) | . | . | . | . | . | . | . | Cost + Overhead |
| 15. Missing or Damaged Padlock | . | . | . | . | . | . | . | \$ 15.00 |
| 16. Damaged or Missing District Property (meter, register, transmitter) | . | . | . | . | . | . | . | Cost + Trip |
| 17. Backflow Non-Compliance Charge | . | . | . | . | . | . | . | \$ 50.00 |
| 18. Cross-Connection Control Annual Paper Processing Fee per Article 8.03C(10) | . | . | . | . | . | . | . | \$ 35.00 |
| 18 .19. Fire Flow Test Charge | . | . | . | . | . | . | . | \$ 250.00 |
| 19 .20. Customer Deposit | . | . | . | . | . | . | . | \$ 200.00 Residential \$ 300.00 Commercial |
| 20 .21. Fire Protection (per month) | . | . | . | . | . | . | . | \$ 100.00 |
| 21 .22. Bad Debt Collection Charge | . | . | . | . | . | . | . | Actual cost associated |
| 22 .23. Set-up Account Charge | . | . | . | . | . | . | . | \$ 25.00 each |
| 23 .24. Meter Downsizing Fee - 1" to 5/8" x 3/4" | . | . | . | . | . | . | . | \$ 240.00 |
| - 1-1/2" to 5/8"x3/4" | . | . | . | . | . | . | . | \$ 318.00 |
| - 1/1/2" to 1" | . | . | . | . | . | . | . | \$ 405.00 |
| - 2" to 1" | . | . | . | . | . | . | . | \$ 455.00 |
| - 2" to 1-1/2" | . | . | . | . | . | . | . | \$ 579.00 |

REVISED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT AT A REGULAR MEETING HELD ~~SEPTEMBER 9, 2009~~ MARCH 8, 2021.

**MINUTES OF MEETING OF THE RESOURCE AND FACILITIES COMMITTEE OF
THE PALMDALE WATER DISTRICT, SEPTEMBER 29, 2020:**

A meeting of the Resource and Facilities Committee of the Palmdale Water District was held Tuesday, September 29, 2020, via teleconference. Chair Mac Laren called the meeting to order at 3:00 p.m.

1) Roll Call.

Attendance:

Committee:

Kathy Mac Laren, Chair (via teleconf.)

Robert Alvarado, Committee

Member (via teleconf.)

Others Present:

Dennis LaMoreaux, General Manager (via teleconf.)

Adam Ly, Assistant General Manager (via teleconf.)

Mike Williams, Finance Manager (via teleconf.)

Judy Shay, Public Affairs Director (via teleconf.)

Scott Rogers, Engineering/Grant Manager (via teleconf.)

Chris Bligh, Facilities Manager (via teleconf.)

Peter Thompson II, Res. & Analytics Dir. (via teleconf.)

Claudia Bolanos, Res. & Analytics Spvsr. (via teleconf.)

Dawn Deans, Executive Assistant (via teleconf.)

0 members of the public

2) Adoption of Agenda.

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

3) Public Comments for Non-Agenda Items.

There were no public comments for non-agenda items.

**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 1, 2020.**

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

the minutes of the Resource and Facilities Committee meeting held September 1, 2020, as written.

4.2) Consideration and Possible Action on Authorizing the General Manager to Execute Change Order No 1 to the Contract with Bob O Construction for the Water Main in Avenue V-5. (\$26,307.33 – Budgeted – Specification No. 1504 – Engineering/Grant Manager Rogers – Board Approval)

Engineering/Grant Manager Rogers provided an overview of Change Order No. 1 and after clarification that this item is presented for Committee Approval rather than Board Approval, it was moved by Committee Member Alvarado, seconded by Chair Mac Laren, and unanimously carried by all members of the Committee present at the meeting that the Committee concurs with staff's recommendation to authorize the General Manager to execute Change Order No. 1 to the contract with Bob O Construction for the water main in Avenue V-5 in the not-to-exceed amount of \$26,307.33.

5) Reports:

5.1) Resource and Analytics Director Thompson II:

a) 2020 State Water Project Allocation Use.

Resource and Analytics Director Thompson II stated that staff was successful in delivering Littlerock Creek Irrigation District water to Palmdale Lake rather than to the Antelope Valley East Kern Water Agency's water bank; that an Agreement between the three agencies for this delivery will be presented to the Board for consideration; that 3,000 acre feet of State Water Project water will carry over to 2021; that staff is working on water projections and production for 2021; and that an Agreement regarding Water Management Tools will be presented to the Board for consideration in October 2020.

b) Water Conservation and Education Garden.

Resource and Analytics Supervisor Bolanos stated that construction of the Water Conservation and Education Garden will be advertised for bids October 8, 2020 and that staff anticipates contractor selection by early November with planting early spring.

5.2) Engineering/Grant Manager Rogers:

a) Littlerock Reservoir Sediment Removal Project

Engineering/Grant Manager Rogers stated that staff is in discussions with Granite Construction Quarry and Hi-Grade Quarry for disposal of the sediment from Littlerock Reservoir.

b) Palmdale Regional Groundwater Recharge and Recovery Project.

He then stated that hard pan material was hit during the drilling of the bore hole for Test Well No. 1 for this Project; that the well was drilled to 700' encountering consistent material; that Kennedy-Jenks Consultants recommends a smaller well for monitoring water quality and water levels be installed; and that staff will meet with Kennedy-Jenks Consultants regarding additional site testing followed by discussion of in-house work on this Project.

6) Board Members' Requests for Future Agenda Items.

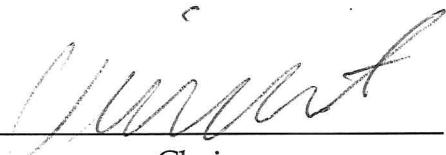
There were no requests for future agenda items.

7) Date of Next Committee Meeting.

There was no date set for the next Resource and Facilities Committee meeting.

8) Adjournment.

There being no further business to come before the Resource and Facilities Committee, the meeting was adjourned at 3:18 p.m.


Chair

MINUTES OF REGULAR MEETING OF THE COMMISSIONERS OF THE ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION, DECEMBER 10, 2020.

A regular meeting of the Commissioners of the Antelope Valley State Water Contractors Association was held Thursday, December 10, 2020, via teleconference. Chair Parris called the meeting to order at 6:01 p.m.

1) Pledge of Allegiance.

No pledge of allegiance was held.

2) Roll Call.

Attendance:

Robert Parris, Chair
Vincent Dino, Vice Chair
Leo Thibault, Treasurer-Auditor
Kathy Mac Laren-Gomez, Sec.
Keith Dyas, Commissioner
Barbara Hogan, Commissioner

Others Present:

Peter Thompson II, General Manager
Tom Barnes, Resources Manager
Dennis Hoffmeyer, Controller
Matthew Knudson, AVEK Asst. Gen. Manager
James Chaisson, LCID General Manager
Don Wilson, PWD Alt. Commissioner
Danielle Henry, Management Analyst
0 members of the public

3) Adoption of Agenda.

It was moved by Commissioner Dyas, seconded by Commissioner Dino, and unanimously carried by all members of the Board of Commissioners present at the meeting on the following roll call vote to adopt the agenda, as written:

Chair Parris – aye
Commissioner Dino – aye
Commissioner Thibault - aye
Commissioner Mac Laren-Gomez – aye
Commissioner Dyas – aye
Commissioner Hogan – aye

4) Public Comments for Non-Agenda Items.

There were no public comments.

5) Consideration and Possible Action on Minutes of Regular Meeting Held October 8, 2020.

It was moved by Commissioner Thibault, seconded by Commissioner Mac Laren-Gomez, and unanimously carried by all members of the Board of Commissioners present at the meeting on the following roll call vote to approve the minutes of the regular meeting held October 8, 2020, as written:

Chair Parris – aye
Commissioner Dino – aye
Commissioner Thibault – aye
Commissioner Mac Laren-Gomez – aye
Commissioner Dyas – aye
Commissioner Hogan – aye

6) Payment of Bills.

It was moved by Commissioner Thibault, seconded by Commissioner Dyas, and unanimously carried by all members of the Board of Commissioners present at the meeting on the following roll call vote to approve payment of the bills received from PWD in the amount of \$3,740.39 for staff services, from AVEK in the amount of \$220.14 for staff services, and from Kennedy/Jenks in the amount of \$7,638.75, and ratification of payment made in the amount of \$9,626.25 for professional services associated with the Big Rock Creek Joint Ground Water Recharge Project:

Chair Parris – aye
Commissioner Dino – aye
Commissioner Thibault – aye
Commissioner Mac Laren-Gomez – aye
Commissioner Dyas – aye
Commissioner Hogan – aye

7) Consideration and Possible Action on Approval of Amendment No. 1 to Professional Services Agreement for Engineering Services for the Antelope Valley IRWM Plan Update and Preparation of Proposition 1 Implementation Grant Applications. (General Manager Thompson II)

ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION
DECEMBER 10, 2020
REGULAR MEETING

General Manager Thompson II reviewed the proposed Amendment to the Professional Services Agreement for Engineering Services for the Antelope Valley IRWM Update and Preparation of Proposition 1 Implementation Grant Applications from Woodard and Curran, including Proposition 1 grant funding of \$80,000.00 for administration, and after a brief discussion of Woodard and Curran's hourly rate structure for 2021 and of the Association's financial status, it was moved by Commissioner Dino, seconded by Commissioner Thibault, and unanimously carried by all members of the Board of Commissioners present at the meeting on the following roll call vote to approve Amendment No. 1 to the Professional Services Agreement for Engineering Services for the Antelope Valley IRWM Update and Preparation of Proposition 1 Implementation Grant Applications:

Chair Parris – aye
Commissioner Dino – aye
Commissioner Thibault - aye
Commissioner Mac Laren-Gomez – aye
Commissioner Dyas – aye
Commissioner Hogan – aye

8) Consideration and Possible Action on Developing Draft MOU for Mutual Aid from AVSWCA to Mutual Water Companies Within the Antelope Valley. (General Manager Thompson II)

General Manager Thompson II reviewed staff's recommendation to develop a MOU for mutual aid between the AVSWCA and the mutual water companies of the Antelope Valley in response to the recent Bobcat fire, and after discussions of expanding aid to water agencies in addition to mutual water companies within the service boundaries of the member agencies and of the Public Water Agencies Group (PWAG) Mutual Aid Agreement, General Manager Thompson II was directed to prepare a draft budget and MOU for Mutual Aid from the AVSWCA to the Mutual Water Companies and Agencies Within the Service Boundaries of the Member Agencies.

9) Report of General Manager.

a) Status Updates:

1) Watershed Impact from Bobcat Fire.

General Manager Thompson II reported that the Bobcat Fire and the 2009 Station Fire combined burned approximately 80% of Littlerock Reservoir's watershed area; that PWD estimates a cost of approximately \$5 million dollars over a period of ten-years to mitigate the effects of the fire; and that the effects include soil run-off, debris and sediment removal and water quality impact.

2) Antelope Valley Watermaster Meetings.

He then stated that staff has the necessary data to calculate the 2021 replacement water assessment rates which will be presented for consideration by the Watermaster Board early next year; that discussions are taking place with the General Managers of the member agencies to develop practical boundaries for providing replacement water for new production within the Antelope Valley adjudicated areas; and that the 2021 Watermaster Budget was approved at the meeting held on December 2, 2020.

3) Antelope Valley and Fremont Basin IRWMP Stakeholder Meetings.

He then stated that he is meeting with Woodard and Curran tomorrow to discuss the Amendment to the Professional Services Agreement for Engineering Services for the Antelope Valley IRWM Plan Update and Preparation of Proposition 1 Implementation Grant Applications that was approved this evening; that he met with the Department of Water Resources earlier this week to discuss changes to the grant template and agreements; that staff will be working on the update of the Antelope Valley IRWMP MOU to ensure sufficient funding for the approved Amendment and U.S.G.S. Program costs; and that he has no update on the Fremont Basin IRWMP.

4) U.S.G.S. Program

He then reported that the Watermaster Board agreed to take over the administrative responsibilities of the U.S.G.S. Program and that the Program cost share will remain the same at this time.

10) Report of Controller.

a) Update on Revenue, Expenses and Change in Net Position.

Controller Hoffmeyer stated that the budget for the U.S.G.S. Program should be considered for approval at the next meeting based on the determination of the

Watermaster Board regarding the Program cost share and then provided a brief update on the Association's revenue, expenses, and change in net position for month ending November 30, 2020.

11) Reports of Commissioners.

Commissioner Thibault questioned the status of the alternative options for the Big Rock Creek Joint Ground Water Recharge Project after which General Manager Thompson II stated that preliminary layout options from Kennedy/Jenks will be presented at the next Association meeting followed by a brief discussion of the Antelope Valley projects receiving Proposition 1 grant funding.

There were no further reports.

12) Report of Attorney.

No attorney was present at the meeting.

13) Commission Members' Requests for Future Agenda Items.

It was determined that "Consideration and possible action on developing a draft budget and MOU for Mutual Aid from the AVSWCA to the Mutual Water Companies and Agencies Within the Service Boundaries of the Member Agencies" and "Discussion and possible action on alternative Big Rock Creek Joint Ground Water Recharge options" be added to the next meeting agenda.

There were no further requests for future agenda items.

14) Consideration and Possible Action on Scheduling the Next Association Meeting February 11, 2021.

It was determined that the next meeting of the Association will be held February 11, 2021 at 6:00 p.m.

ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION
DECEMBER 10, 2020
REGULAR MEETING

15) **Adjournment.**

There being no further business to come before the Commissioners, the regular meeting of the Commissioners of the Antelope Valley State Water Contractors Association was adjourned at 6:57 p.m.


Secretary

**MINUTES OF MEETING OF THE PERSONNEL COMMITTEE OF THE PALMDALE
WATER DISTRICT, JANUARY 20, 2021:**

A meeting of the Personnel Committee of the Palmdale Water District was held Wednesday, January 20, 2021, via teleconference. Chair Dizmang called the meeting to order at 1:02 p.m.

1) Roll Call.

Attendance:

Committee:

Gloria Dizmang, Chair

Kathy Mac Laren-Gomez,
Committee Member

Others Present:

Dennis LaMoreaux, General Manager

Adam Ly, Assistant General Manager

Amberrose Merino, PWD Director

Don Wilson, PWD Director

Mike Williams, Finance Manager

Jennifer Emery, Human Resources Director

Judy Shay, Public Affairs Director

Dennis Hoffmeyer, Accounting Supervisor

Dawn Deans, Executive Assistant

0 members of the public

2) Adoption of Agenda.

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

3) Public Comments for Non-Agenda Items.

There were no public comments for non-agenda items.

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 December 16, 2020.

It was moved by Committee Member Mac Laren-Gomez, seconded by Chair Dizmang, and unanimously carried by all members of the Committee present at the meeting to approve the minutes of the Personnel Committee meeting held December 16, 2020, as written.

4.2) Discussion of the District's Policy Regarding Medical Benefits. (No Budget Impact – General Manager LaMoreaux)

General Manager LaMoreaux provided an overview of the District's policy to cover the full cost of the lowest cost family plan offered for employee medical benefits and stated that insurance costs increased significantly for 2021; that the lowest cost family medical plan is now \$2,035 per month; that the increase for 2021 is higher than provided for in the approved 2019 Water Rate Plan; and that this issue is being brought forward for discussion to determine if any revisions are recommended to the District's policy regarding covering the cost of medical benefits.

After a brief discussion of the increase and of the District's medical plans offered, it was moved by Committee Member Mac Laren-Gomez, seconded by Chair Dizmang, and unanimously carried by all members of the Committee present at the meeting that the Committee recommends this issue be brought before the Committee in August to determine if any revisions to the District's policy regarding coverage for the lowest cost family medical plan are recommended for the 2022 Budget.

4.3) Discussion of Goals for the District's Internship Program. (No Budget Impact – Human Resources Director Emery)

Human Resources Director Emery stated that the District is participating in a virtual Internship Program for the I.T. Department; that after COVID-19, staff hopes to return to an Internship Program with the local high school, Workforce, and Antelope Valley College; that high school intern placements are generally requested for public relations, engineering, and I.T.; that WorkForce placements are requested for customer care; and that the college program is a paid internship program and is not included in the 2021 Budget.

After a brief discussion, the Committee concurred with this path for the District's Internship Program.

5) Reports:

5.1) Human Resources Director Emery:

a) Personnel Policy Effects of COVID-19 Event.

Human Resources Director Emery reported that staff is currently combining the District's Coronavirus Disease (COVID-19) Pandemic Response Plan (Plan) with the recently received OSHA requirements, and it will be presented to the Board for consideration; that for those District employees who have had COVID-19, none have contracted it from work; that the District has specific requirements in place to prevent exposure; that work from home rotation is helping reduce possible exposure; and that the District has kept in place an additional 80 hours of sick leave for COVID-19 related sickness until such time as a new state order has been issued followed by discussion of the vaccine process and the timeline for water workers to be presented with the option of receiving the vaccine.

6) Board Members' Requests for Future Agenda Items.

Committee Member Mac Laren-Gomez recommended a future agenda item for "Consideration and possible action on apprenticeship programs for water as recommended by Dr. Mathis" after which General Manager LaMoreaux stated that a 2021 proposal from Dr. Mathis will be presented to the full Board for consideration at the February 8, 2021 Regular Board Meeting, and the proposal includes this topic.

There were no further requests for future agenda items.

7) Date of Next Committee Meeting.

It was stated that the next Personnel Committee meeting will be held February 17, 2021 at 1:00 p.m.

8) Adjournment.

There being no further business to come before the Personnel Committee, the meeting was adjourned at 1:35 p.m.


Chair