

PALMDALE WATER DISTRICT

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Board of Directors

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LAGERLOF, SENECA, GOSNEY & KRUSE LLP
Attorneys



September 19, 2013

***Agenda for Regular Meeting
of the Board of Directors of the Palmdale Water District
to be held at the District's office at 2029 East Avenue Q, Palmdale
Wednesday, September 25, 2013
7:00 p.m.***

NOTE: 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.

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. 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.

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.
- 2) Roll Call.
- 3) Adoption of Agenda.
- 4) Public comments for non-agenda items.
- 5) Presentations:
No presentations scheduled at this time.

- 6) Action Items - Consent 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.)
 - 6.1) Approval of minutes of regular meeting held September 11, 2013.
 - 6.2) Payment of bills for September 25, 2013.
 - 6.3) Approval of Communications Site Lease Agreement between Palmdale Water District and New Cingular Wireless PCS, LLC. (Revenue \$28,800/year – Engineering Manager Knudson/Facilities Committee)
- 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 District participation on the Municipal Water Quality Investigations Technical Advisory Committee. (\$23,250.00 – Budgeted – Operations Manager Thompson II/Facilities Committee)
 - 7.2) Consideration and possible action on proposal from The Mathis Group for updating the District’s Strategic Plan beginning January, 2014 tabled from the August 28, 2013 Board meeting. (\$7,000 plus expenses – non-budgeted – General Manager LaMoreaux)
 - 7.3) Consideration and possible action on the District’s Grievance Policy. (General Manager LaMoreaux/Personnel Committee)
 - 7.4) Consideration and possible action on 1% employee contribution toward CalPERS retirement effective January 1, 2014. (\$61,000 savings – General Manager LaMoreaux/Personnel Committee)
 - 7.5) Consideration and possible action on removing freeze on merit and bonus incentives. (\$103,000 – Budgeted but frozen – General Manager LaMoreaux/Personnel Committee)
 - 7.6) Consideration and possible action on Board and staff attendance at conferences, seminars, and training sessions as follows:
 - a) Project Management Workshop to be held October 23, 2013 in Lancaster.
 - b) American Backflow Prevention Association Regions 5, 6, & 7 “2013 Western Regional Backflow Conference” to be held October 28 – 30, 2013 in Las Vegas, Nevada.
 - c) California Special District Association’s Special District Leadership Academy Conference to be held November 17 - 20, 2013 in Napa Valley.
- 8) Information Items:
 - 8.1) Reports of Directors: Meetings/Committee Meetings/General Report.
 - 8.2) Report of General Manager.
 - a) District vacancies. (no changes)

- b) Palmdale Recycled Water Authority status.
- c) Monthly Department Reports.
- 8.3) Report of Attorney.
- 9) Public comments on closed session agenda matters.
- 10) Closed session under:
 - 10.1) Government Code Section 54956.9(d)(1), pending litigation: *Antelope Valley Ground Water Cases*.
 - 10.2) Government Code Section 54956.9(d)(1), pending litigation: *United States, et al. v. J-M Manufacturing Company, Inc., et al., United States District Court for the Central District of California Case No. ED CV06-0055-GW*.
 - 10.3) Government Code Section 54956.9(d)(1), pending litigation: *Central Delta Water Agency vs. Department of Water Resources, Sacramento Superior Court Case No. 34-2010-80000561*.
 - 10.4) Government Code Section 54956.9(d)(1), pending litigation: *Velez v. City of Palmdale, et al, Los Angeles Superior Court Case No. MC023216*.
 - 10.5) Government Code Section 54956.9(d)(1), pending litigation: *SCWA v. DWR, Superior Court of California for the County of Sacramento, Case No. 34-2008-00016338 CU-BC-GDS (Area of Origin Litigation)*.
- 11) Public report of any action taken in closed session.
- 12) Board members' requests for future agenda items.
- 13) Adjournment.


DENNIS D. LaMOREAUX,
General Manager

DDL/dd

PALMDALE WATER DISTRICT BOARD MEMORANDUM

DATE: September 18, 2013 September 25, 2013
TO: BOARD OF DIRECTORS Board Meeting
FROM: Mr. Matthew Knudson, Engineering Manager
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: *AGENDA ITEM NO. 6.3 - APPROVAL OF COMMUNICATIONS SITE LEASE AGREEMENT BETWEEN PALMDALE WATER DISTRICT AND NEW CINGULAR WIRELESS PCS, LLC*

Recommendation:

Staff and the Facilities Committee recommend that the Board:

1. Approve the Communication Site Lease Agreement with New Cingular Wireless PCS, LLC (Cingular) for the purpose of a communications site at the 2 Million Gallon Tank Site located on El Camino Drive, south of Avenue S-4 (APN 3054-019-903); and
2. Authorize the General Manager to execute said agreement.

Financial Impact:

The approval of said Lease Agreement will generate revenue in the amount of \$28,800.00 the first year of the term and will be adjusted annually by an increase of four and one-half percent (4.5%) of the rent paid during the previous year.

Background:

The District was approached by New Cingular Wireless PCS, LLC (Cingular) to enter into a Lease Agreement for the installation and operation of a communications facility at the 2 Million Gallon Tank Site facility, which is located on El Camino Drive, south of Avenue S-4. District staff and the District's legal counsel have been working with Cingular to develop the terms and conditions for said Lease Agreement, and a copy of said negotiated Lease Agreement is attached. This concept and draft agreement terms were previously discussed with the Facilities Committee, and at that time, the lease was going to be with ATT Wireless, but since that time, the tenant's name has been changed to New Cingular Wireless PCS, LLC. The proposed communications facility will consist of one (1) 55' high pole with antennas affixed to the pole and equipment enclosures that will house their electrical and controls equipment within a chain-link fence area. Cingular will have their own independent access to their equipment and will not have direct access to the District's facility.

Supporting Documents

- Proposed Communications Site Lease Agreement

Strategic Plan Element

Strategic Goal 3.0 – Infrastructure Management

Market: Los Angeles
Cell Site Number: NL0468
Cell Site Name: Palmdale Water El Camino Tank
Fixed Asset Number: 10153179

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Palmdale Water District, having a mailing address of 2029 E Avenue Q, Palmdale, CA 93550 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13-F, West Tower, Atlanta, GA 30324 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land together with all rights and privileges arising in connection therewith, located at APN - 3054-019-903, in the County of Los Angeles, State of California (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **LEASE OF PREMISES.** Landlord hereby leases to Tenant a certain portion of the Property containing approximately 612 square feet including the air space above such ground space for the placement of Tenant's Communications Facility as described on attached **Exhibit 1** (the "**Premises**").

2. **PERMITTED USE.**

(a) Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**") Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises, all at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade and upon Landlord consent, not be unreasonably withheld, conditioned or delayed, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the

Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

(b) Prior to the initial installation of Tenant's Changes, Tenant will supply the Landlord with plans and specifications ("Plans") to be reviewed and approved by the Landlord prior to commencement of Tenant's Changes. Landlord's approval will not be unreasonably withheld, conditioned or delayed (and in no event delayed beyond ten (10) days). After Landlord's (i) failure to respond in writing to Tenant's proposed Plans within ten (10) days of their receipt; or (ii) failure to provide a written response within five (5) days of receipt of Plans revised by Tenant after comment from Landlord in accordance with this section, the Plans will be deemed approved. After approval or deemed approval, the Plans will be considered incorporated in this Agreement as Exhibit 1. If the Landlord disapproves the Plans then the Tenant will provide the Landlord with revised Plans, such revisions to be within Tenant's reasonable discretion. In the event Landlord disapproves of the Plans upon a second (2nd) submission, Tenant may terminate this Agreement. Landlord will not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided in this Agreement and will return the Plans to Tenant promptly upon request. Tenant maintains the right to perform routine maintenance, repairs, replacements and upgrades without Landlord approval when no changes to the exterior appearance of Tenant's Communication Facility are made.

3. TERM.

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for five (5) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the final Extension Term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the final Extension Term, then upon the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

4. RENT.

(a) Commencing on the earlier of (i) written notification by Tenant to Landlord of Tenant's receipt of all Governmental Approvals, or (ii) 12 months from execution date of this Agreement (the "**Rent Commencement Date**"), Tenant will pay the Landlord a monthly rental payment of Two Thousand Four Hundred and No/100 Dollars (\$2,400.00) (the "**Rent**"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year two (2) on the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase by four and one-half percent (4.5%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities, if applicable, and real property taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction

permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant, at no cost to Landlord, with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property (collectively, the "Tests"), necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals. Such Tests shall not unreasonably interfere with any existing facilities Landlord or any other tenant may have at the Property as of the Effective Date of this Agreement. Tenant shall indemnify Landlord against, and hold Landlord harmless from, any costs, expenses, liabilities, damages or judgments arising directly from Tenant's Tests performed under this subsection 5(c), except to the extent attributable to the negligence or intentional act or omission of Landlord. Tenant shall keep the Property free of any mechanic's liens that may arise from such Tests. Upon completion of such Tests, Tenant shall restore the Property to substantially the same condition the Property was in prior to the performance of such Tests.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant, through no fault of Tenant and despite Tenant's reasonable and good faith efforts, is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its reasonable discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its reasonable discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord if Tenant, in its sole discretion, determines that the Premises is no longer technically compatible for Tenant's use; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to six (6) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Sections 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation, 19 Casualty, or 24 (l) Severability of this Agreement.

7. **INSURANCE.**

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage

pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Property, Landlord will provide Tenant, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. In the event the Communication Facility interferes with existing radio frequency users operating within their respective frequencies and in accordance with all applicable laws and regulations, Tenant will endeavor to cause such interference to cease within forty-eight (48) hours after receipt of notice of interference from Landlord. If such interference cannot be cured within such forty-eight (48) period, Tenant shall cease operations (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement.

Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) To the extent permitted by law, Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the negligent or intentional actions or failure to act of Landlord, its employees or agents, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is

not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement.

11. ENVIRONMENTAL

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, to the best of Landlord's knowledge, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant; provided, however, that Tenant shall keep any such codes confidential and not disclose such codes to any person or entity, or allow the use of such keys and instruments except as may be necessary to allow Access for purposes related to Tenant's use of the Premises as provided hereunder. Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default; provided, however, that prior to the imposition of such liquidated damages, Tenant shall provide Landlord with written notice of such default and an opportunity to cure such default within twenty-four (24) hours of its receipt of such written notice. Landlord and Tenant agree that Tenant's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term. Within sixty (60) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any structural steel or any foundations or underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property, including landscaping that may be required as a condition of Tenant's permit approval, and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant shall establish separate accounts and, where applicable, metering for all electricity, telephone service or any other utility used or consumed by Tenant on the Premises, and shall be responsible for paying all such utility charges before they are delinquent. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any utility company providing utility services to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Premises; provided, however, that such lines, wires, circuits and conduits shall not unreasonably interfere with any existing facilities Landlord or any other tenant may have at the Property as of the Effective Date of this Agreement. Upon Tenant's or a utility company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the public utility.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure

Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE.

Tenant will have the right to assign this Agreement and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment. Tenant shall have the right to sublease all or any portion of Tenant's support structure and assign, divide, apportion or transfer any easements related thereto. In the event that a subtenant requires ground space for their equipment, subtenant shall enter into a separate ground lease directly with Landlord on terms reasonably acceptable to Landlord, such terms not be unreasonably withheld, conditioned or delayed

17. NOTICES.

(a) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to LANDLORD: Mr. Dennis LaMoreaux
2029 E Avenue Q
Palmdale, CA 93550

If to TENANT: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # NL0468
Cell Site Name: Palmdale Water El
Camino Tank
Fixed Asset #: 10153179

575 Morosgo Drive NE
Suite 13-F, West Tower
Atlanta, GA 30324

With copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # NL0468
Cell Site Name: Palmdale Water El
Camino Tank
Fixed Asset #: 10153179
208 S. Akard Street
Dallas, Texas 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor will send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including all phone number(s)

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render Tenant unable to use the Premises for the purposes intended hereunder, this Agreement will terminate as of the date the title vests in the condemning authority. In the event a partial condemnation of the Property occurs where part of the Premises is taken by the condemning authority, but Tenant is able to continue to use the Premises for the purposes intended hereunder, this Agreement shall continue, but the Rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the original total rentable area of the Premises. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Premises, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, then Landlord will promptly rebuild or restore the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. **TAXES.** Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, along with sufficient written documentation detailing any assessment increases attributable to the leasehold improvements, but in no event later than thirty (30) days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for all increases in taxes for the year covered by the assessment, and all subsequent years to the extent (a) Landlord continues to fail in providing notice, or (b) Tenant is precluded from challenging such assessment with the appropriate government authorities. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, but must pay such obligations to Landlord before contesting the amount of the tax or assessment. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

22. **SALE OF PROPERTY.**

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event the Property is transferred, the new landlord shall have a duty at

the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in Rent to the new Landlord.

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. [intentionally omitted]

24. MISCELLANEOUS

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(e) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced.

(f) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(g) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and (viii) the singular use of words includes the plural where appropriate.

(h) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(i) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(j) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(k) **No Electronic Signatures/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This

Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(l) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

(m) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

LANDLORD:

Palmdale Water District

By: _____
Print Name:
Its:

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

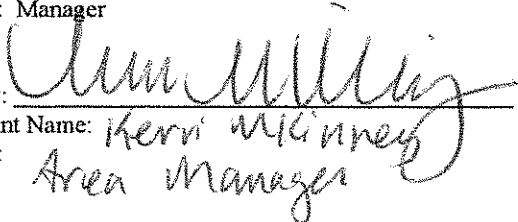
By: 
Print Name: Kerri McKinney
Its: Area Manager

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ____ of ____

to the Land Lease Agreement dated _____, 20__, by and between Palmdale Water District , as Landlord, and New Cingular Wireless PCS, LLC, as Tenant.

The Premises are described and/or depicted as follows:

Property Legal Description:

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

The South half of the South half of the Southeast quarter of the East half of Lot 2 in the Northeast quarter of Section 4, Township 5 North, Range 12 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land filed in the District land Office on April 22, 1880.

Excepting therefrom that portion conveyed by Jack Echols and Alberta Echols, husband and wife to the State of California, by a Grant Deed recorded November 30, 1966, as Instrument No. 480, of Official Records.

Lease Area Sketch or Survey:

See Attached Drawings

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

WITNESS my hand and official seal.

Name _____

(Seal)

TENANT ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On SEPTEMBER 5, 2013 before me, CHRISTINA M WAGER, the undersigned, a Notary Public in and for said State, personally appeared

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

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

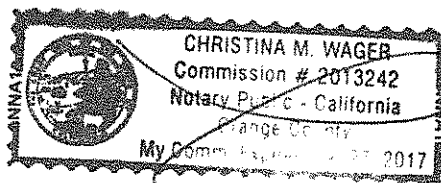
WITNESS my hand and official seal.

Signature

Name

CHRISTINA M WAGER

(typed or printed)



(Seal)

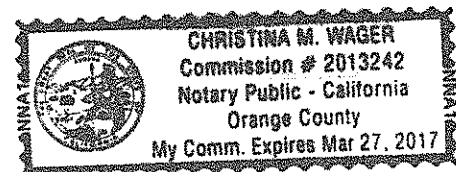
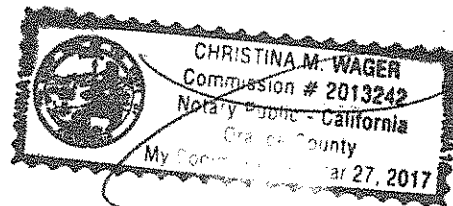


EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

**PALMDALE WATER DISTRICT
BOARD MEMORANDUM**

DATE: September 18, 2013 **September 25, 2013**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Peter Thompson II, Operations Manager
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.1 – CONSIDERATION AND POSSIBLE ACTION
ON DISTRICT PARTICIPATION ON THE MUNICIPAL WATER
QUALITY INVESTIGATIONS TECHNICAL ADVISORY COMMITTEE.***

Recommendation:

Staff recommends the Board approve continued District participation on the Municipal Water Quality Investigations Technical Advisory Committee (MWQI TAC) in the not-to-exceed amount of \$23,250.00.

Alternative Options:

The alternative is to not participate on the MWQI TAC.

Impact of Taking No Action:

The District would not be a participant on the MWQI TAC.

Background:

Participation on the MWQI TAC provides the following benefits and will allow District staff to take advantage of the opportunity to drive water quality investigations that impact our primary source of water supply:

1. It places the District and its staff at the front line for observing and reacting to adverse water quality changes.
2. It gives the District and its staff a voice in determining what, how, and where water quality investigations are performed on sources feeding the aqueduct that provides over 90% of the District's raw surface water.
3. It provides the District and its staff the opportunity to discuss and share strategies with other water purveyors about common water quality challenges and how best to address them at the source and in the treatment process.

September 18, 2013

Current staff has had minimal exposure to involvement in the MWQI TAC. If membership is approved, staff will endeavor to maximize the benefit of this membership and evaluate its value versus cost.

The Facilities Committee recommended this item be presented to the full Board for consideration.

Strategic Plan Element:

This work is part of Strategic Element No. 1.0 Regulatory Compliance.

Budget:

This is under Budget Item No. 1-00-50-50-000.

It is my understanding that the District will be responsible to pay for a share of the project that is proportional to the District's Table A allotment, which is 0.75%. The max cost of this project annually is \$3,100,000.00 making the maximum contribution for the District at \$23,250.00.

Supporting Documents:

- State of California Natural Resources Agency Department of Water Resources Municipal Water Quality Investigations Agreement Between the State of California Department of Water Resources, State Water Project Contractors Authority and Participating State Water Project Contractors – SWPAO No. 13300

**STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
MUNICIPAL WATER QUALITY INVESTIGATIONS
AGREEMENT**

**BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES,
STATE WATER PROJECT CONTRACTORS AUTHORITY AND
PARTICIPATING STATE WATER PROJECT CONTRACTORS
SWPAO NO. 13300**

THIS AGREEMENT is made this ____ day of _____, 2013, pursuant to the provisions of the California Water Resources Development Bond Act, the State Central Valley Project Act, and other applicable laws of the State of California, between the State of California, acting by and through the Department of Water Resources (DWR), the State Water Project Contractors Authority (Authority) and participating urban State Water Project (SWP) contractors located in the State of California (Urban SWP Contractors).

RECITALS

WHEREAS, DWR and the Urban SWP Contractors have entered into and subsequently amended long-term water supply contracts, herein referred to as the Water Supply Contracts, providing that DWR will supply certain quantities of water to the Urban SWP Contractors and providing that the Urban SWP Contractors shall make certain payments to DWR, and setting forth the terms and conditions of such supply and such payment;

WHEREAS, DWR conducts various studies and activities to protect and improve the quality of SWP drinking water supplies;

WHEREAS, DWR's Municipal Water Quality Investigations (MWQI) Program endeavors to evaluate, report and forecast water quality conditions and identify and evaluate the sources of contaminants that affect the municipal drinking water supplies of the Urban SWP Contractors;

WHEREAS, DWR must have a source of funding to repay the costs of the MWQI Program;

WHEREAS, the Urban SWP Contractors believe the MWQI Program is necessary to provide this important water quality information in a timely way to insure the best available source water is conveyed by the SWP, to efficiently operate their drinking water treatment facilities and to plan for and design cost effective drinking water treatment facilities to meet future drinking water quality standards;

WHEREAS, the Urban SWP Contractors desire an expansion of water quality monitoring in and upstream of the SWP System in the interest of establishing a comprehensive drinking water quality monitoring and forecasting program;

WHEREAS, DWR and the Urban SWP Contractors are endeavoring to increase the value that DWR provides to the contractors;

WHEREAS, the Authority, a public entity, is a Joint Powers Authority created in 2003 to assist DWR with improving SWP efficiency and reliability and is a signatory to this Agreement;

WHEREAS, this Agreement will allow the Authority to provide supplemental water-quality related services to the MWQI Program;

WHEREAS, the Authority has formed an MWQI Specific Project Committee (SPC) made up of many Authority members that are Urban SWP Contractors and are participants in the MWQI Program;

WHEREAS, the MWQI SPC will perform supplemental water quality-related services to the MWQI Program with the intent to offer sufficient flexibility to complete required activities;

WHEREAS, Urban SWP Contractors are willing to enter into this Agreement to pay their share of the MWQI Program costs and accordingly the Urban SWP Contractors will be included in decisions related to the budget, scope, schedule, and activities of the MWQI Program;

AGREEMENT

NOW THEREFORE, it is mutually agreed that the following terms, conditions, and procedures hereby apply to the implementation and funding of the MWQI Program:

1. **Definitions.** When used in this Agreement, the following definitions shall apply:
 - (a) **"Bond Act"** means the California Water Resources Development Bond Act, comprising Chapter 8, commencing at Section 12930, of Part 6 of Division 6 of the Water Code, as enacted in Chapter 1762 of the Statutes of 1959.
 - (b) **"Municipal Water Quality Investigations Program" or "MWQI Program"** means a program to determine and evaluate the sources of contaminants in the SWP system and evaluate their impacts on municipal drinking water supplies to Urban SWP Contractors. The Program will entail all work done by or under the direction of DWR and work done under the direction of the Authority's MWQI SPC.
 - (c) **"MWQI SPC Charge"** means the charge to be collected by the Authority each fiscal year through invoices from the Authority to those Participating Contractors that have agreed in their MWQI Specific Project Agreement to pay a portion of the total MWQI Program costs into the MWQI Account for MWQI Program work that is performed by the MWQI SPC during the Program Year.
 - (d) **"MWQI Specific Project Agreement"** An agreement entered into by Urban SWP Contractors to permit the MWQI SPC to perform supplemental water quality related services as identified in Appendix 1 of the MWQI Work Plan in addition to the work performed by DWR.
 - (e) **"MWQI Specific Project Committee (SPC)"** consists of members of the Authority that have signed the MWQI Specific Project Agreement.
 - (f) **"MWQI Statements of Charges (SOC) Charge"** means the charge, based on projected costs, to be collected each calendar year by DWR through the Statements of Charges for MWQI Program work that is performed by DWR during the Program Year.
 - (g) **"MWQI Work Plan"** means a plan for work to be performed by DWR and the MWQI SPC during a given Program Year.

- (h) **"Participating Contractor"** means an Urban SWP Contractor that has executed this Agreement.
 - (i) **"Program Year"** means the period July 1 through June 30 of the following year.
 - (j) **"Project Management Plans"** means using the DWR accepted Project Management Body of Knowledge, or PMBOK standard for managing individual projects. This standard offers a general guide of using the basic processes of initiating, planning, executing, monitoring and controlling, and closing a project to better manage most special projects most of the time.
 - (k) **"Statements of Charges (SOC)"** means the annual charges distributed to each Water Supply Contractor on July 1 of each year as defined in Article 29 of the Water Supply Contract.
 - (l) **"SWP"** means the State Water Project.
 - (m) **"SWP Project Interest Rate"** means the weighted average of the interest rates paid by the State on bonds issued under the Bond Act without regard to any premiums received on the sale thereof. Until bonds are issued and sold under the Bond Act, the project interest rate shall be four percent (4%) per annum, and after said bonds have been issued said rate shall be computed as a decimal fraction to five places.
 - (n) **"Water Supply Contract"** means a long-term contract between the State of California and each Urban SWP Contractor for a water supply from the SWP of the type contained in DWR's Bulletin 141 dated November 1965.
 - (o) **"Water Supply Contractor"** means a public agency that has a current Water Supply Contract.
2. **MWQI Technical Advisory Committee (TAC).** The MWQI Technical Advisory Committee (TAC) shall be convened by DWR and shall consist of representatives from the Participating Contractors, DWR staff, and invited guests. The MWQI TAC will meet as needed to review, refine, and recommend changes to the Work Plan to DWR.
3. **Work Plan Development.**
- (a) DWR shall develop a proposed MWQI Work Plan and budget by March 30 of each year for the upcoming Program Year for presentation to, and to receive recommendations from, the MWQI TAC and for the concurrence of the MWQI SPC for work performed under the MWQI SPC Account.

DWR will hold monthly meetings/conference calls with the MWQI TAC and provide a report on the status and progress of the Work Plan with quarterly updates on expenditures. The final Work Plan shall be developed by June 15.

- (b) In developing the Work Plan each year, all comments and suggestions from the Participating Contractors will be processed through the MWQI SPC. The MWQI SPC will submit a unified set of comments to DWR.
- (c) The MWQI Work Plan shall, at a minimum, include:
 - (1) A description of the work to be accomplished, with projects broken down into individual program components as detailed in the project management plans;
 - (2) Descriptions of planned field and laboratory work;
 - (3) Specifications for deliverables related to individual program components; and
 - (4) Budget for each program component, along with a total budget.

4. MWQI Work Plan Implementation.

- (a) The Program shall be conducted in accordance with the Work Plan.
- (b) Adjustments to the MWQI Program may be made at any time in a Program Year through a decision of DWR with the concurrence of the MWQI TAC, and with the concurrence of the MWQI SPC for work performed under the MWQI SPC Account.
- (c) Reasonable program changes may be made as needed by DWR in response to conditions or opportunities that may arise. These changes will be submitted to the MWQI TAC and MWQI SPC at their next scheduled meeting.

5. Program Deliverables. At a minimum, DWR will provide the MWQI TAC the Program Deliverables listed below, subject to modification by decision of DWR, and with the concurrence of the MWQI TAC:

- (a) Monthly status reports the last week of the month or at the next scheduled MWQI TAC meeting. Quarterly, the status reports will include an assessment of recent MWQI Program expenditures in relation to the program budget.

- (b) All MWQI data collected will be made available through the Water Data Library or the California Data Exchange Center. All MWQI final reports will be posted on the MWQI website. DWR will analyze, or contract with a consultant to analyze, water quality data every five years as part of the submittal of the State Water Project Watershed Sanitary Survey.
- (c) Special study reports shall be completed in a timely manner given staffing and financial constraints.

6. MWQI SOC Charge.

- (a) DWR shall recover its costs for the MWQI Program through the MWQI SOC Charge. The MWQI SOC Charge shall recover costs incurred by DWR for the MWQI Program consistent with the annual MWQI Work Plan during the term of this Agreement. Each Participating Contractor's share of the annual MWQI SOC Charge for the term of the Agreement will be calculated each year based upon the annual MWQI SOC Charge multiplied by their proportionate share of the M&I Table A amount, as shown in Table 1.
- (b) To facilitate billing on a calendar year basis, each Participating Contractor's share of the MWQI SOC Charge will be computed and included in the Participating Contractor's annual SOC under the Transportation Minimum OMP&R component, and, except as otherwise expressly provided in this Agreement, shall be collected under the same terms and conditions as charges are collected under that Water Supply Contract. The MWQI SOC Charge shall initially be based on projections of costs determined pursuant to development of the annual MWQI Work Plan. The MWQI SOC Charge shall then be subject to re-determination each year by DWR so that the charges may accurately reflect the increases or decreases in costs as compared to the projections of costs and all other factors that are determinative of such charges. Adjustments to the annual charges resulting from a re-determination shall be reflected in each Participating Contractor's share of the MWQI SOC Charge in the following calendar year with interest at the current SWP Project Interest Rate.
- (c) The MWQI SOC Charge plus the MWQI SPC Charge will not exceed \$3,100,000 for any Program Year.

7. Performance. Implementation of the MWQI Program will require staff involvement of various organizational units within DWR. DWR will take steps to ensure sufficient staffing and coordination occurs consistent with the adopted MWQI Work Plan. From time to time due to other assigned duties, individual

staff assigned to the MWQI Program may devote less than 100 percent of their effort to identified tasks in the MWQI Work Plan. DWR will not bill Participating Contractors for staff efforts not included in the MWQI Work Plan.

8. **MWQI SPC Account.** Work to be completed by the MWQI SPC is identified in Appendix 1 of the MWQI Work Plan. Appendix 1 is developed by DWR and the MWQI TAC and submitted to the MWQI SPC for approval prior to any work being performed. Appendix 1 shall, at a minimum, include: a description of all professional services to be rendered; all equipment, supplies or services to be purchased; a description of the work to be accomplished, broken down into individual Work Plan components; descriptions of planned field and laboratory work; specifications for deliverables related to individual work elements; and, budgets for each work element, along with a total budget. The MWQI SPC Account costs for supplemental water quality related services will be collected through the MWQI SPC Charge. Payments from Contra Costa Water District (CCWD) for its participation in the MWQI Program activities may be used to offset the MWQI SPC Charge as necessary. The MWQI SPC Charge shall not exceed \$400,000 annually. The MWQI SPC will obtain the necessary goods and services using funds from the MWQI SPC Account to accomplish its share of the MWQI Work Plan.
9. **MWQI SPC Charge.** Each year as necessary, the Authority shall invoice Participating Contractors to collect funds for the MWQI Account. Each Participating Contractor's share of the annual MWQI SPC Charge for the term of the Agreement will be calculated each year based on the annual MWQI SPC Charge multiplied by their proportionate share of the M&I Table A amount as shown in Table 2. The MWQI Account shall be used to implement the MWQI SPC activities identified in the annual MWQI Work Plan. The MWQI SPC Charge shall initially be based on projections of costs determined pursuant to development of the MWQI Work Plan. The MWQI SPC Charge shall then be subject to re-determination each year by the MWQI SPC so that the charges may accurately reflect the increases or decreases in costs as compared to the projections of costs and all other factors that are determinative of such charges. Adjustments to the annual charges resulting from a re-determination shall be reflected in each Participating Contractor's share of the MWQI SPC Charge in the following calendar year with interest at the current SWP Project Interest Rate.
10. **Disposition of Property and Equipment.** Any property or equipment obtained by the Authority through the MWQI Account may, at the discretion of the MWQI SPC, be given to DWR "as is." DWR, at its sole discretion, may choose to accept such property or equipment. Upon acceptance, such property or equipment shall become the property of the State of California, and neither the Authority nor any Water Supply Contractor shall have any further responsibility or liability for such property or equipment. The Authority does not and shall not provide any express or implied warranties for any property or equipment given to

and accepted by DWR. However, to the extent permitted, the Authority will transfer to DWR any warranties provided by the manufacturer or other third parties for such property or equipment.

11. **Services Provided by the MWQI SPC on State Property.** With the approval of DWR for specific activities, the Authority on the recommendation or approval of the MWQI SPC may provide for services to be completed on State property as part of the Work Plan in Appendix 1. The Authority shall hold the State harmless for any litigation resulting from any claims that may arise from the participating vendor, contracted by the Authority, providing the services.
12. **Water Supply Contract.** Except as specified in this Agreement, the provisions of the Participating Contractor's Water Supply Contract shall be applicable to this Agreement.
13. **State Law.** This Agreement is made under and shall be construed in accordance with the laws of the State of California.
14. **MWQI Staff Out-of-State Travel.** If requested by the MWQI SPC, MWQI staff may be required to attend out of state scientific conferences to ensure that the MWQI Program provides the best available water quality information to the MWQI SPC and ensures that scientific studies are designed in the most innovative, cost-effective manner possible to meet future drinking water quality standards. Travel expenses will come out of DWR's MWQI Program Budget.
15. **Adjustment of Table 2 Proportionate Factors.** Table 2 Proportionate Use Factors are based upon the best information available of Participating Contractors that will be paying into the MWQI SPC Charge at the time this Agreement is executed. These Proportionate Use Factors may be adjusted if a Participating Contractor requests not to pay into the MWQI Account and the request is approved by the MWQI SPC. The total of the Participating Contractors Table A Amount in Table 2 shall not be less than 2,500,000 acre-feet. Any Participating Contractor not paying into the MWQI SPC Account through the MWQI SPC Charge will still be subject to Paragraph 16, the Final Program Accounting.
16. **Final Program Accounting.**
 - (a) At the end of the Agreement, DWR and the Authority will work together to summarize all Participating Contractor's MWQI SOC Charges, MWQI SPC Charges and those MWQI Account costs paid for by the payments from CCWD and all actual MWQI Program costs incurred during the term of this Agreement. This Final Program Accounting will determine if each Participating Contractor has paid its proportionate share of the total actual MWQI Program costs through its payments to both the MWQI SOC Charge and the MWQI SPC Charge during the term of the Agreement. Each Participating Contractor's proportionate share of the total MWQI

Program costs will be in the same proportion as its M&I Table A Amount shown in Table 1 bears to the total of all Participating Contractor's M&I Table A Amounts shown in Table 1.

- (b) If a new MWQI Agreement, similar to this MWQI Agreement, is implemented effective January 1, 2017, DWR will account for each Participating Contractor's Final Program Accounting over and under payment to the MWQI SOC Charge in the 2018 MWQI SOC Charge. If a new MWQI Agreement, similar to this MWQI Agreement is not implemented, DWR will invoice each Participating Contractor for its Final Program Accounting over or under payment in the 2018 SOC.
 - (c) If a new MWQI Agreement, similar to this MWQI Agreement is implemented effective January 1, 2017, the Authority will provide for each Participating Contractor's Final Program Accounting over and under payment to the MWQI SPC Charges for the Program Year 2017 - 2018 MWQI SPC Charge. If a new MWQI Agreement, similar to this MWQI Agreement is not implemented, the Authority will issue either a check or invoice to each Participating Contractor for its Final Program Accounting over or under payment by July 1, 2017. Payments for the second half of Program Year 2016 - 2017 will also be refunded July 1, 2017.
17. **Term of Agreement.** This Agreement shall take effect on January 1, 2014, only if this MWQI Agreement is executed by the Participating Contractors that together have M&I Table A Amounts totaling at least 2,300,000 acre-feet. This Agreement shall terminate on December 31, 2016, except for payments or credits found through re-determination pursuant to Paragraph 16 of this Agreement. This Agreement may be terminated by any party with a twelve months written notice. Written notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender. If any party provides notice of termination, the Authority and DWR will renegotiate the budget for the time remaining in the twelve month period. DWR shall perform such work as is necessary for the orderly completion of work scheduled for the twelve month period. The cost of such work shall not exceed the budget for that twelve month period. If the Participating Contractors decide to continue to fund the MWQI Program starting January 1, 2017, the MWQI SPC will provide DWR with a Letter of Intent no later than April 1, 2016, of that intent. This will allow DWR time to prepare the preliminary estimates for the 2017 SOC.
18. **Agreement Execution.** This Agreement may be executed in counterpart, each will be deemed to be an original and all of which together will be deemed to be the same document. Each entity certifies that the person signing below on the respective entity's behalf has the authority to bind that entity to the covenants made in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Cathy Crothers
Chief Counsel

Date _____

ALAMEDA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT, ZONE 7

G.F. Duerig
General Manager

Date _____

ANTELOPE VALLEY-EAST KERN
WATER AGENCY

Dan Flory
General Manager

Date _____

CENTRAL COAST WATER AUTHORITY

William Brennan
Executive Director

Date _____

KERN COUNTY WATER AGENCY

James Beck
General Manager

Date _____

Dean F. Messer, Chief
Division of Environmental Services

Date _____

ALAMEDA COUNTY WATER DISTRICT

Walt Wadlow
General Manager

Date _____

CASTAIC LAKE WATER AGENCY

Dan Masnada
General Manager

Date _____

CRESTLINE-LAKE ARROWHEAD
WATER AGENCY

Roxanne Holmes
General Manager

Date _____

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Devendra Upadhyay, Group Manager
Water Resource Management

Date _____

MOJAVE WATER AGENCY

NAPA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

Kirby Brill
General Manager

Phillip Miller
Deputy Director of Public Works

Date _____

Date _____

PALMDALE WATER DISTRICT

SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT

Dennis LaMoreaux
General Manager

Douglas Headrick
General Manager

Date _____

Date _____

SAN GORGONIO PASS WATER AGENCY

SAN LUIS OBISPO COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

Jeff Davis, P.E.
General Manager and Chief Engineer

Paavo Ogren
Public Works Director

Date _____

Date _____

SANTA CLARA VALLEY WATER DISTRICT

SOLANO COUNTY WATER AGENCY

Beau Goldie
Chief Executive Officer

David Okita
General Manager

Date _____

Date: _____

STATE WATER PROJECT
CONTRACTORS AUTHORITY

Mary Lou Cotton
General Manager
Date _____

STATEMENT OF CHARGES ALLOCATION FACTORS

TABLE 1

	M&I Table A	Proportionate Share
ALAMEDA CO FC&WCD - ZONE 7	80,619	0.02801382
ALAMEDA COUNTY WD	42,000	0.01459433
ANTELOPE VALLEY-EAST KERN WA	144,844	0.05033098
CASTAIC LAKE WA	95,200	0.03308048
CENTRAL COAST WATER AUTH.	45,486	0.01580566
CRESTLINE-LAKE ARROWHEAD WA	5,800	0.00201541
KERN COUNTY WATER AGENCY	119,600	0.04155909
METROPOLITAN WD OF SC	1,911,500	0.66421575
MOJAVE WATER AGENCY	89,800	0.03120407
NAPA COUNTY FC&WCD	29,025	0.01008572
PALMDALE WD	21,300	0.00740141
SAN BERNARDINO VALLEY MWD	102,600	0.03565186
SAN GORGONIO PASS WA	17,300	0.00601147
SAN LUIS OBISPO CO. FC&WCD	25,000	0.00868710
SANTA CLARA VALLEY WD	100,000	0.03474840
SOLANO COUNTY WA	47,756	0.01659445
TOTAL	2,877,830	1.00

MWQI SPECIFIC PROJECT COMMITTEE CHARGE FACTORS

TABLE 2

	M&I Table A	Proportionate Share
ALAMEDA CO FC&WCD - ZONE 7	80,619	0.02825931
ALAMEDA COUNTY WD	42,000	0.01472222
ANTELOPE VALLEY-EAST KERN WA	144,844	0.05077204
CASTAIC LAKE WA	95,200	0.03337037
CENTRAL COAST WATER AUTH.	45,486	0.01594417
CRESTLINE-LAKE ARROWHEAD WA	5,800	0.00203307
KERN COUNTY WATER AGENCY	119,600	0.04192328
METROPOLITAN WD OF SC	1,911,500	0.67003642
MOJAVE WATER AGENCY	89,800	0.03147752
NAPA COUNTY FC&WCD	29,025	0.01017411
PALMDALE WD	21,300	0.00746627
SAN BERNARDINO VALLEY MWD	102,600	0.03596429
SAN GORGONIO PASS WA	17,300	0.00606415
SANTA CLARA VALLEY WD	100,000	0.03505291
SOLANO COUNTY WA	47,756	0.01673987
TOTAL	2,852,830	1.00

**PALMDALE WATER DISTRICT
BOARD MEMORANDUM**

DATE: September 18, 2013 September 25, 2013
TO: BOARD OF DIRECTORS Board Meeting
FROM: Mr. Dennis D. LaMoreaux, General Manager
RE: *AGENDA ITEM NO. 7.2 – CONSIDERATION AND POSSIBLE ACTION
ON PROPOSAL FROM THE MATHIS GROUP FOR UPDATING THE
DISTRICT'S STRATEGIC PLAN BEGINNING JANUARY, 2014
TABLED FROM THE AUGUST 28, 2013 BOARD MEETING.*

This item was presented to the Board for consideration by The Mathis Group at the August 28, 2013 regular Board meeting. At that meeting, there was discussion of the 2014 budget and the timing for updating the Strategic Plan. This item was then tabled to the September 25, 2013 regular Board meeting for further discussion. The District's Strategic Plan was last updated September, 2006.

Strategic Plan Element:

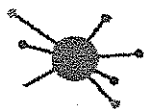
This work is part of Strategic Element 5.0 Administrative Management.

Budget:

This work is not budgeted.

Supporting Documents:

- August 21, 2013 proposal from The Mathis Consulting Group for Strategic Planning 2014



Mathis Consulting Group

A Mathis Company

August 21, 2013

**TO: Dennis LaMoreaux, General Manager
Palmdale Water District**

**FROM: William Mathis, Ph.D.
Management Psychologist**

RE: Proposal – Strategic Planning 2014

Thank you for the opportunity to offer our proposal to Palmdale Water District for Strategic Planning with the General Manager, Managers and Board of Directors.

Timeline:

- Interview General Manager and Board President to begin the process
- Dr. Mathis to review past goals and model to provide continuity and understanding of past successes, as well as current issues. We will also review PWD's past Strategic Plans.
- Interview the Board of Directors and General Manager in person (preferred) or by phone.
- Focus Group with Department Heads and other staff.
- Strategy Meeting with General Manager and Board President
- Establish necessary details with staff administration regarding location, workshop materials, and preparation of folders for all participants.
- A scribe can be provided, Janice Mathis, M.A., to produce workshop notes and agreements from the meeting within a short period of time after the Strategic Planning Session.
- Facilitate the Workshop on agreed date in January- February 2014.

Cost: \$7000, plus travel expenses (scribing costs)

Dennis LaMoreaux, General Manager
Palmdale Water District

Dr. William Mathis

Dr. Bill Mathis, Management Consultant

**PALMDALE WATER DISTRICT
BOARD MEMORANDUM**

DATE: September 18, 2013 **September 25, 2013**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.3 – CONSIDERATION AND POSSIBLE ACTION
ON THE DISTRICT'S GRIEVANCE POLICY.***

Recommendation:

Staff and the Personnel Committee recommend the Board approve the District's Grievance Policy.

Alternative Options:

The alternative is to not approve the proposed Grievance Policy.

Impact of Taking No Action:

The District's current Grievance Policy will remain in force.

Background:

The District's Employee Handbook includes Section V.E. Employee Grievances or Concerns (copy attached). Staff and the Personnel Committee have discussed proposed revisions to Section V.E. to provide for a more streamlined process. These revisions are attached.

Strategic Plan Element:

This work is part of Strategic Element 4.0 Personnel Management.

Budget:

Action on this item will not affect the budget.

Supporting Documents:

- Proposed Grievance Policy
- Proposed Grievance Policy showing staff and legal counsel's revisions
- Current Section V.E. of the District's Employee Handbook

E. Employee Grievances or Concerns

The District encourages those of you who may be experiencing work performance problems, employee-supervisory concerns, peer disturbances or other concerns to bring them to the attention of your supervisor, manager and/or to the Human Resources Manager.

The District defines a grievance as an expressed dissatisfaction by employees pertaining to conditions of their employment. Complaints may include such things as discipline, transfer, job posting, harassment, unfair assignment, overtime, vacation or holiday time, a personal request that has been denied, etc.

Step 1: Submit your written complaint to Human Resources within five business days (for purposes of this policy, the term “business day” shall mean any day on which the District’s office is open to the public for business) after the incident or event giving rise to the grievance. Human Resources will schedule a meeting with the supervisor and department manager. The facts of the complaint will be examined thoroughly and confidentially. The employee will be informed of the decision in writing transmitted by overnight delivery by a nationally recognized courier within ten business days after that meeting.

Step 2: If the employee disagrees with the decision made at Step 1, an appeal to the General Manager can be filed within five business days after the employee receives the decision referenced in Step 1. When the employee makes a formal appeal under this Step 2, the Human Resources Manager will talk with the employee about the areas of concern, documenting the discussion in an appeal statement the employee can review and sign. Human Resources and the General Manager will then have 15 business days in which to review the matter, make a final determination concerning the appeal, and communicate the decision to the employee in writing transmitted by overnight delivery by a nationally recognized courier. Subject to Step 3, the decision rendered by the Human Resources Manager and General Manager shall be considered final.

Step 3 (Applicable to “For Cause” Terminations Only): If an employee who has been terminated for cause disagrees with the decision made at Step 2, the employee may file a final appeal to the Board within five business days after such employee receives the decision referenced in Step 2; provided, however, if such employee resigns from his or her employment with the District at any time prior to the Board’s final determination of the appeal, such resignation shall constitute the employee’s waiver of his or her right to file or further pursue any appeal to the Board under this Step 3. Such written appeal shall request the Board to (x) review whether the procedural requirements of this Section V(E) have been followed and/or (y) to review the basis or grounds for the determination made by Human Resources and the General Manager referenced in Step 2. The Board will have 30 business days in which to review the matter, make a final determination concerning the appeal, and communicate the decision to the employee. The decision rendered by the Board shall be considered final.

Nothing in this Section E shall in any way abrogate or alter a District employee's status as an "at will" employee of the District, who is subject to dismissal from employment at any time for any reason, or for no reason.

- DRAFT -

E. Employee Grievances or Concerns

The District encourages those of you who may be experiencing work performance problems, employee-supervisory concerns, peer disturbances or other concerns to bring them to the attention of your supervisor, manager and/or to the Human Resources Manager.

The District defines a grievance as an expressed dissatisfaction by employees pertaining to conditions of their employment. Complaints may include such things as discipline, transfer, job posting, harassment, unfair assignment, overtime, vacation or holiday time, a personal request that has been denied, etc.

~~Step 1: Discuss your complaint with your immediate supervisor as soon as possible. If you are not satisfied with the response in five calendar days, take your complaint to Step 2.~~

~~Step 2: Submit your complaint in writing to the department manager within five days after completion of Step 1. If the complaint is not mutually resolved, go to Step 3.~~

Step ~~3~~1: Submit your written complaint to Human Resources within five business days (for purposes of this policy, the term “business day” shall mean any day on which the District’s office is open to the public for business) after the incident or event giving rise to the grievance. Human Resources will schedule a meeting with the supervisor and department manager. The facts of the complaint will be examined thoroughly and confidentially. The employee will be informed of the decision in writing transmitted by overnight delivery by a nationally recognized courier within ten business days after that meeting.

Step ~~4~~2: If the employee disagrees with the decision made at Step ~~3~~1, an appeal to the General Manager can be filed within five working-business days after the employee receives the decision referenced in Step ~~3~~1. When the employee makes a formal appeal under this Step 2, the Human Resources Manager will talk with the employee about the areas of concern, documenting the discussion in an appeal statement the employee can review and sign. ~~that can be viewed by the employee and signed.~~ Human Resources and the General Manager will then have 15 business days in which to review the matter, make a final determination concerning the appeal, and communicate the decision to the employee in writing transmitted by overnight delivery by a nationally recognized courier. Subject to Step ~~5~~3, the decision rendered by the Human Resources Manager and General Manager shall be considered final.

Step ~~5-3~~ (Applicable to “For Cause” Terminations Only): If an employee who has been terminated for cause disagrees with the decision made at Step ~~4~~2, the employee may file a final appeal to the Board can be filed within five working-business days after such employee receives the decision referenced in Step ~~4~~2; provided, however, if such

employee resigns from his or her employment with the District at any time prior to filing his or her appeal to the Board's final determination of the appeal, such resignation shall constitute the employee's waiver of his or her right to file or further pursue any appeal to the Board under this Step 53. Such written appeal shall request the Board to (x) review whether the procedural requirements of this Section V(E) have been followed and/or (y) to review the basis or grounds for the determination made by Human Resources and the General Manager referenced in Step 42. The Board will have 30 business days in which to review the matter, make a final determination concerning the appeal, and communicate the decision to the employee. The decision rendered by the Board shall be considered final.

Nothing in this Section E shall in any way abrogate or alter a District employee's status as an "at will" employee of the District, who is subject to dismissal from employment at any time for any reason, or for no reason.

E. Employee Grievances or Concerns

The District encourages those of you who may be experiencing work performance problems, employee-supervisory concerns, peer disturbances or other concerns to bring them to the attention of your supervisor, manager and/or to the Human Resources Manager.

The District defines a grievance as an expressed dissatisfaction by employees pertaining to conditions of their employment. Complaints may include such things as discipline, transfer, job posting, harassment, unfair assignment, overtime, vacation or holiday time, a personal request that has been denied, etc.

Step 1: Discuss your complaint with your immediate supervisor as soon as possible. If you are not satisfied with the response in five days, take your complaint to Step 2.

Step 2: Submit your complaint in writing to the department manager within five days after completion of Step 1. If the complaint is not mutually resolved, go to Step 3.

Step 3: Submit your written complaint to Human Resources. Human Resources will schedule a meeting with the supervisor and department manager. The facts of the complaint will be examined thoroughly and confidentially. The employee will be informed of the decision within ten working days after that meeting.

Step 4: If the employee disagrees with the decision made at Step 3, an appeal to the General Manager can be filed within five working days after the employee receives the decision referenced in Step 3. When the employee makes a formal appeal, the Human Resources Manager will talk with the employee about the areas of concern, documenting the discussion in an appeal statement that can be viewed by the employee and signed. Human Resources and the General Manager will have 15 business days in which to review the matter, make a final determination concerning the appeal, and communicate the decision to the employee. Subject to Step 5, the decision rendered by the Human Resources Manager and General Manager shall be considered final.

Step 5 (For Cause Terminations Only): If an employee who has been terminated for cause disagrees with the decision made at Step 4, a final appeal to the Board can be filed within five working days after such employee receives the decision referenced in Step 4; provided, however, if such employee resigns from his or her employment with the District prior to filing his or her appeal to the Board, such resignation shall constitute the employee's waiver of his or her right to file any appeal to the Board under this Step 5. Such written appeal shall request the Board to (x) review whether the procedural requirements of this Section V(E) have been followed and/or (y) to review the basis or grounds for the determination made by Human Resources and the General Manager referenced in Step 4. The Board will have 30 business days in which to review the matter, make a final determination concerning the appeal, and communicate the decision to the employee. The decision rendered by the Board shall be considered final.

Nothing in this Section E shall in any way abrogate or alter a District employee's status as an "at will" employee of the District, who is subject to dismissal from employment at any time for any reason, or for no reason.

**PALMDALE WATER DISTRICT
BOARD MEMORANDUM**

DATE: September 18, 2013 September 25, 2013
TO: BOARD OF DIRECTORS Board Meeting
FROM: Mr. Dennis D. LaMoreaux, General Manager
RE: *AGENDA ITEM NO. 7.4 – CONSIDERATION AND POSSIBLE ACTION
ON 1% EMPLOYEE CONTRIBUTION TOWARD CALPERS
RETIREMENT EFFECTIVE JANUARY 1, 2014.*

Recommendation:

Staff and the Personnel Committee recommend the Board authorize a 1% employee contribution toward the CalPERS retirement benefit effective January 1, 2014 as a cost-saving measure.

Alternative Options:

The alternative is to not authorize the 1% employee contribution.

Impact of Taking No Action:

Employees hired after January 1, 2013 would continue paying their 6.25% contribution toward the CalPERS retirement benefit, and there would be no CalPERS employee contribution for other employees.

Background:

The Personnel Committee has considered several cost saving measures relative to employee benefits. One of these measures is for employees to begin contributing a portion of their share of CalPERS retirement.

By law, all District employees hired after January 1, 2013 are paying half the normal rate, currently 6.25%, toward the CalPERS retirement benefit, and all other District employees must pay half the normal rate beginning January 1, 2018.

When the Personnel Committee considered lifting the freeze on the 2013 Cost of Living Adjustment, they also recommended that employees begin contributing 1% of their cost of the CalPERS retirement benefit beginning January 1, 2014, but this proposed contribution has not yet been presented to the Board.

Strategic Plan Element:

This work is part of Strategic Element 4.0 Personnel Management.

Budget:

Approving this item would result in an annual cost savings of \$61,000.00.

**PALMDALE WATER DISTRICT
BOARD MEMORANDUM**

DATE: September 18, 2013 September 25, 2013
TO: BOARD OF DIRECTORS Board Meeting
FROM: Mr. Dennis D. LaMoreaux, General Manager
RE: *AGENDA ITEM NO. 7.5– CONSIDERATION AND POSSIBLE ACTION
ON REMOVING FREEZE ON MERIT AND BONUS INCENTIVES.*

The Personnel Committee reviewed the District's Compensation Plan policy including the District's nine-step salary schedule, the performance-based merit process for moving through these steps, the performance-based bonus process for employees on step 9 of the salary schedule, and how employees were trained on conducting Performance Evaluation Ratings.

Based on those discussions, this item is being presented to the full Board for consideration with no Committee recommendation.

This item was included in the budget but frozen at an amount of \$103,000, which represents \$45,000 for merit incentives and \$58,000 for one-time bonus incentives.

Supporting Documents:

- Compensation Plan policy
- Performance Evaluation Rating Form

Q. Compensation Plan

The foundation for the District's compensation is based on the following key principles:

- **Pay for Performance**—You earn your compensation. Superior performance equals superior compensation. If you create results, you will be rewarded.
- **Providing Opportunity**—Career opportunities are available, further education is encouraged, and compensation levels are competitive.
- **Employees Have a Significant Stake in the District**—You have the biggest stake in the District. It is through collective performance that results are created. (i.e., management is looking for image, leadership, behavior, morale, overall performance).

The District provides equitable compensation for each employee based on the individual's position and performance.

1. Salaries

For new hires, factors considered in establishing the base salary are education, previous work experience, position, grade level and other relevant factors.

For existing employees, adjustments to your base salary generally occur as a result of a performance appraisal, a promotion, or a significant increase or decrease in job responsibilities as well as business circumstances and other relevant factors.

2. Compensation Review and Merit Increase

Performance reviews occur at three months, six months and annually. Your manager will evaluate the performance based on the outcome of the performance appraisal, the position of the salary within the range, and job responsibilities.

Merit increases, if any, are given based on performance and in accord with current business circumstances of the District. All of these factors determine salary changes within the pay range which consists of five incremental steps. **There are no automatic pay increases.** It is the District's objective to adjust a salary level that best represents performance level and responsibilities in accord with current business circumstances.

Note: Any employee on written warning may be ineligible for merit pay increases, incentive/bonus program, promotion, and flex time.

3. Promotional Increase/Demotion

A promotion occurs when an employee accepts a position that is in a higher level grade. A salary increase is generally given to recognize increased job responsibilities.

A demotion occurs when an employee accepts or is transferred to a job at a lower level.

4. Pay Increases

Minimum and maximum salary ranges have been established for each position. These ranges are reviewed using the ACWA survey and may be upgraded annually for inflation. A cost of living increase is considered by the Board of Directors on an annual basis.

After full-time employees reach the maximum pay scale for their specific job classifications and have stayed at that level for at least one year, they are eligible for bonus pay as recommended by their supervisor/manager and approved by the General Manager. Such bonuses are paid in recognition of their achievements and as an incentive for exceptional performance. Decisions as to whether to award a bonus and the amount of such bonus rest entirely with the General Manager. Each employee who satisfies the criteria for merit and incentive bonus will receive their bonus with the first payroll that includes July 1st. The amounts awarded will be determined by approval of the General Manager.

a. Bonus Pay

A bonus pay structure provides an incentive for employees on their top step, or for those that have frozen wage levels, to continue to perform above or beyond expectations. The new structure would apply to employees that have been at the uppermost step of the range at least one year, and to those employees with frozen wage levels. Employees are eligible for a bonus if an overall rating of "Excellent" (4 out of 5) or "Outstanding" (5 out of 5) ranking on the annual review. A bonus recommendation requires approval of the Supervisor, Department Head, and General Manager. The bonus recommendation could range up to 2.5% of the position's annual salary based on the highest step. The bonus will be paid in a lump sum on the next regularly scheduled pay check.

5. STANDBY

Employees may be required to be "on standby" at certain times. Your supervisor will inform you if your position requires any "standby" duties and will devise a schedule showing the dates and times you will be "on standby".

Employee Name	Position	Direct Manager
Department	Division	ClassSpecification
Performance Evaluation	Type	Due Date

Competency Section (Section Weight: 100)

5 - Outstanding	4 - Excellent	3 - Satisfactory	2 - Development/Improvement Needed	1 - Unsatisfactory
Performance is exceptional, routinely exceeding job performance standards. Requires minimal supervision.	Performance often exceeds job performance standards. Requires occasional supervision.	Meets performance standards of the job. Requires a normally expected level of supervision.	Areas for improvement are identified and under development. Requires supervisory guidance.	Results are generally unacceptable and require immediate improvement. requires supervisory intervention with improvement plan.

Name	Description
Attendance	Dependable; on time and at work daily
Analytical/Problem Solving	Ability to analyze and solve problems
Coaching/Mentoring	Skilled in coaching and mentoring individuals
Computer Skills (Basic)	Associated Skills and Knowledge: Applies basic skills in operating and applying the MS Office Suite including Word, EXCEL and PowerPoint Make professional appearing documents and presentations Knows how and when to apply spreadsheets Uses email effectively to communicate in a professional manner
Customer Service	Demonstrates concern and ability to meet internal / external customer needs in a manner that provides satisfaction for the customer
Job Knowledge and Skills	DEFINITION: What one must know and be able to do in order to successfully perform the work SUBCATEGORIES:•Skills and Knowledge - Possesses sufficient skill and knowledge to perform all parts of the job effectively, efficiently, safely and independently•Tools - Knows the techniques, processes, procedures, equipment and materials required for the job•Progressive - Makes active efforts to stay up-to-date in areas of expertise and emerging technologies
Leadership	Ability to motivate and lead individuals/groups
Management/Supervision	Experience in managing and supervising others
Safety	Experience in health and safety procedures
Quality of work	Ability to meet or exceed expectations. Employee gets it right the first time and avoids errors. Work is consistently at a high level.

[illegible]

Name	Comment	Category	Weight	5	4	3	2	1	Weighted Score
Quality of work			10.00						

Merit and Signature Block (Section Weight: 0)

Name	Description
Signature Block	Signature Block for Manager/Supervisor and Employee
Merit Recommendation	Manager enters merit recommendation

Name	Comment	Category	Weight	Weighted Score
Signature Block			50.00	
Merit Recommendation			50.00	

Overall

--

360 Ratings**Competency Section (Section Weight: 100)**

5 - Outstanding	4 - Excellent	3 - Satisfactory	2 - Development/Improvement Needed	1 - Unsatisfactory
Performance is exceptional, routinely exceeding job performance standards. Requires minimal supervision.	Performance often exceeds job performance standards. Requires occasional supervision.	Meets performance standards of the job. Requires a normally expected level of supervision.	Areas for improvement are identified and under development. Requires supervisory guidance.	Results are generally unacceptable and require immediate improvement. requires supervisory intervention with improvement plan.

Name
Attendance
Analytical/Problem Solving
Coaching/Mentoring
Computer Skills (Basic)
Customer Service
Job Knowledge and Skills
Leadership
Management/Supervision
Safety
Quality of work

Merit and Signature Block (Section Weight: 0)

Name
Signature Block
Merit Recommendation

Approvals

Name	Subject	Status	Status Date	Comment	Signature
	Approve PWD Manager and Supervisor Annual Evaluation				
HR	Approve PWD Manager and Supervisor Annual Evaluation				Not Required

Notes & Attachments

No notes have been added to this performance evaluation

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Kansas City, MO
64121-9468**

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ON BUDGET!

Don't spend \$495, \$695 or \$895 in tuition fees, plus transportation costs, hotel accommodations and more. Our powerful *Project Management Workshop* is affordable for you and your organization!

ON TARGET!

You'll learn the most up-to-date, hands-on project management techniques and be able to put them to work immediately!

- Identify and take advantage of every resource available to you — staff, time, money, information and more!
- Gain a reputation within your organization for completing projects on time (or even sooner), on budget (or even under) and with the desired results (or even better)!
- Recognize and avoid common planning pitfalls and mistakes that cause thousands of project managers to stumble.
- Demystify the professional project manager's methods: Use PERT, CPM and Gantt charting techniques like a pro — it's simpler than you may think!
- Stop using all your time and energy to put out fires: Learn how every project manager can build in flexibility to deal with inevitable changes in schedules and resources.
- Build a highly effective project team with the talent, skill and motivation to carry your project to completion successfully.
- And much more — see full program overview on pages 4 and 5!

COMPARE OUR GUARANTEE

All of our seminars are **100% SATISFACTION GUARANTEED!** We're confident this seminar will help you complete your projects on time, on budget and on target! If for any reason you are dissatisfied, send us a letter (Attn: Customer Relations) within 30 days of your seminar attendance stating the reason you were not satisfied, and we'll arrange for you to attend another one of our seminars or receive a full refund — *hassle-free*.

COMPARE OUR EXPERIENCE AND KNOW-HOW

At Fred Pryor Seminars, our record of customer satisfaction is unsurpassed — more than 30 years in business and over 10 million seminar participants from over 300,000 organizations clearly attest to our ability to deliver what we promise. Our customer satisfaction rate speaks for itself!

Project Management Workshop

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ARE YOUR PROJECTS COMING IN PAST DEADLINE AND OVER BUDGET?

Your desk has become a mountain of paperwork, progress is moving at a snail's pace, your team seems unmotivated and you realize your initial estimate for resources is only going to cover half of your expenses. As a project manager, you are charged with major decision-making, monitoring quality control and leading your project team toward the final goal.

You have a lot of responsibility to juggle and the ultimate success or failure of the project is a direct reflection of your ability to organize, execute and lead. Sound overwhelming? Don't worry, you're not alone and we have the tools to help!

At this seminar, you'll learn expert techniques for building successful project teams, creating efficient plans and implementing effective tracking measures to ensure your projects come in on deadline and on budget. In one fast-paced, well-designed day, we'll cover all the essential elements of project management. We'll provide practical information to not only help you save time, but also increase the success of your projects.

ATTEND THIS SEMINAR AND LEARN HOW TO:

- Master the art of project planning and organization from start to finish
- Succeed in managing a project without omissions and miscalculations
- Use proven communication skills to increase cooperation and support, and get the resources you need
- Prepare for the unexpected crises and setbacks that can derail your project
- Root out waste in every stage of the project — remove the wasted time, money and effort that endanger a project's success
- Identify and use indispensable planning and scheduling tools
- Estimate time and costs accurately to reduce the risk of costly delays and errors

WHO SHOULD ATTEND?

This program was designed to benefit anyone who manages projects of any size. Even if you manage projects infrequently, act as a project manager in addition to your other duties or are not a project team leader but a team member, the methods and strategies you will learn at this seminar will benefit you enormously.



Project Management

TRAITS OF THE SUCCESSFUL PROJECT MANAGER

- Interpret the 5 key traits of the most successful project managers and determine your own personal strengths and weaknesses.
- Discover the 5-point success blueprint of expert project managers and why some project managers are far more effective than others.
- Remove the mystery and complexity from on-time/on-budget performance: insightful tips from master project planners you can use every day.
- Are you a full-time project manager or do you have other responsibilities? Understand the benefits and drawbacks of both situations and learn new ways to be more effective, regardless of your role.

THE PROJECT TEAM

- Steer your project around the lethal traps of office politics with our 6-step model for success.
- Analyze the structure and makeup of your project team for more precise planning.
- Avoid delays and scheduling problems by assessing each team member's physical location, roles and responsibilities.
- Identify the specific skills you need as the project's manager by defining and understanding the unique organization of your team.
- Employ dynamic management team-building techniques to improve productivity and performance from project start to finish.

THE 5-STEP PROJECT MANAGEMENT MODEL

STEP 1: DEFINE

- Utilize a step-by-step checklist to define specific project objectives and pinpoint essential planning components.
- Identify the specific people you should involve in setting objectives, and ensure the project receives necessary support and resources.
- Communicate the project's goals and objectives so everyone involved is working on the same project, schedule and budget.

STEP 2: PLAN

- Organize even the most complex project into manageable, measurable chunks of activity.
- Follow fail-safe planning formulas that put first things first and avoid scheduling conflicts later in the project.
- Implement specific methods to leverage project tasks so multiple actions and activities can be completed smoothly and in tandem.
- Demystify professional planning models: how to simplify every kind of project with PERT, CPM and Gantt charting techniques.
- Utilize 8 professional hints to better estimate time requirements and stop bottlenecks and delays before they can start.
- An expert guide to cost estimation: Use a simple, easy-to-follow approach to increase accuracy and reduce the risk of costly errors.
- Take innovative steps to help you marshal all the resources available by evaluation of the "Big 4" resource areas.
- Analyze your resources to determine what you already have available and what additional resources you must arrange before the project is under way.
- Allocate your resources wisely and avoid wasting time or money at any stage of the project.

Workshop

SEMINAR OVERVIEW
9:00 a.m. – 4:00 p.m.

STEP 3: IMPLEMENT

- Utilize the flexible 3-phase “loop concept” to keep your project flowing smoothly every step of the way.
- Know specific ways to build and sustain commitment to projects over the long haul — from the project team through top management.
- Learn the 2 key skills to help you anticipate problems before they become difficult to solve.
- Master the art of progressive decision making: how to keep the project moving on track with no-stall decision-making tactics.
- Hold action-oriented meetings focusing on results; plus, a little-known technique to ensure successful team meetings.

STEP 4: CONTROL

- Determine the essentials of project control and use these principles to keep your project on time, on budget and meeting objectives.
- Document and report: How to communicate the progress of your project to team members and management.
- Increase your communication effectiveness with innovative graphic techniques for effective, concise progress reports.

STEP 5: ADJUST

- Build flexibility into project implementation, allowing you to handle opportunities and problems as they arise.
- Avoid insidious “schedule slippage” by understanding the causes and utilizing expedient solutions.
- Prepare for Murphy’s Law: how to overcome — even take advantage of — the inevitable changes in timing and resources.
- Maximize your performance with professional recommendations.

THE ROLE AND USE OF COMPUTERS IN PROJECT MANAGEMENT

- Recognize the 4 key advantages of computers and the 3 dangers you must avoid.
- Utilize a simple 7-step evaluation to determine whether the use of computers will significantly benefit your project.
- Use a 6-step checklist to evaluate computer software options and zero in on the best software solution for your project.
- Employ a quick-analysis method to pinpoint your project’s specific requirements in hardware and software.

“One of the best one-day training programs I’ve attended — and I’m in education and staff development.”

Davelyn Ross

Director
L.C. Ed. Service Center

“Confirmed my thoughts on the importance of planning and preparing for projects.”

J. Larry Davenport

Manufacturing Supervisor
Lemforder Corp.

“Excellent! Best seminar that I have attended in a long time.”

Bryan Sagebiel

Supervisor
Chesapeake Energy

20 REASONS YOU SHOULD ATTEND THIS PROGRAM:

1. You'll quickly be able to decide when to use PERT, CPM or Gantt charting techniques and you'll know how to use them effectively.
2. You'll be equipped with the knowledge and tools to do a top-notch task analysis and really understand what must be accomplished.
3. You'll learn how to structure and organize a productive, capable and skillful project-management team.
4. You'll keep projects under control and encourage vital teamwork with innovative communication and reporting procedures.
5. You'll recognize clues and signals to identify problems and help you eliminate them before they become crises.
6. You'll learn effective methods to prioritize your options when you don't have the time, money or staffing resources to do the job.
7. You'll be able to choose and use the right project scheduling technique for greater efficiency and effectiveness from project start to finish.
8. You'll know how to determine whether specific computer hardware or software might benefit your project, based on the project's size and complexity.
9. You'll utilize a simple, easy-to-use checklist to help you pinpoint your computer software options.
10. You'll learn how to deal with conflict between employees and departments and how to overcome the obstacles of office politics with our 6-step model for success.
11. You'll develop systems to track costs of personnel, materials and resources with precision and accuracy.
12. You'll harness the "Four Rs" of power to get your projects done on time, on budget and on target.
13. You'll learn how to involve and get the full support of top management, other departments and your peers.
14. You'll conduct successful meetings that solve problems, get results and keep your projects running smoothly.
15. You'll be able to identify and estimate time and money resources months in advance.
16. You'll gain a reputation in your organization for completing projects on time (or even sooner), on budget (or even under) and with the desired results (or even better).
17. You'll be able to handle staff turnover in mid-project, without disrupting the flow of events.
18. You'll develop viable contingency plans to ensure crises and unforeseen problems don't threaten the success of your project.
19. You'll define team roles clearly and concisely so all team members know exactly what they must do and when they must do it.
20. You'll learn expert hints for debugging your project plan to pinpoint possible bottlenecks and potential problems.

Project Management Workshop

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DON'T WAIT! REGISTER TODAY!

Registration Information

Enroll Today! Discount available per person for groups of 5 or more from the same organization attending the same event. Hurry, our seats fill *fast*. Guarantee your enrollment by paying your tuition today. You will receive a confirmation once your registration is complete. **Payment is due before the program.**

Quick Confirmation! To receive your confirmation within 48 hours, please complete the Quick Confirmation section of the registration form. Be sure to provide us with your email address and/or fax number.

Program Schedule

Check-in: 8:30 a.m. – 9:00 a.m. **Program:** 9:00 a.m. – 4:00 p.m.

Cancellations and Substitutions

You may cancel your registration up to 10 business days before the program, and we will refund your tuition less a nominal cancellation fee. Substitutions and transfers may be made at any time to another program of your choice scheduled within 12 months of your original event. Please note, if you do not cancel and do not attend, you are still responsible for payment.

Please Note

- You will be notified by email, fax and/or mail if any changes are made to your scheduled program (i.e., date, venue, city or cancellation).
- Walk-in registrations will be accepted as space allows.
- For seminar age requirements, please visit <http://www.pryor.com/faq.asp#agerequirements>.
- Please, no audio or video recording.
- Lunch and parking expenses are not included.
- Dressing in layers is recommended due to room temperature variations.
- You will receive a Certificate of Attendance at the end of the program.

Tax-Exempt Organizations

If you are tax-exempt, enter your tax-exempt number in Section 4 on the Registration Form. Please mail or fax a copy of your Tax-Exempt Certificate with your registration for payment processing.

Tax Deduction

If the purpose of attending a Fred Pryor seminar is to help you maintain or improve skills related to employment or business, expenses related to the program may be tax-deductible according to I.R.C Reg. 1.162-5. Please consult your tax adviser.

Continuing Education Credit

Fred Pryor Seminars offers Continuing Education Credits based on program length and completion. Credits are issued according to the National Task Force for Continuing Education guidelines, and approval is at the discretion of your licensing board.

Questions and concerns should be directed to your professional licensing board or agency.

Fred Pryor Seminars is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: www.learningmarket.org. This course qualifies for 6 CPE credits. To obtain a certificate documenting your CPE credits, please visit <http://www.pryor.com/certificate>. Certificates will be available 10 days after your event has ended.

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You'll learn how to:

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- Root out waste in every stage of the project
- Identify and use indispensable planning and scheduling tools to ensure the project is implemented exactly as planned
- Estimate time and costs with pinpoint accuracy

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SEMINAR

1

Seminar City: _____

Seminar Date: _____ Event #: _____

YOUR ORGANIZATION

2

Organization: _____

Address: _____

City: _____ St: _____ ZIP: _____

Tele: _____ Fax: _____

Approving Mgr's Name: ☐ Mr. ☐ Ms. _____

Job Title: _____

Email Address: _____ ☐ Business ☐ Home

☐ Quick Confirmation Please ☐ email or ☐ fax my confirmation to me within 48 hours.

WHO WILL BE ATTENDING

3

☐ Mr. ☐ Ms. _____

Job Title: _____

Email Address: _____ ☐ Business ☐ Home

☐ Mr. ☐ Ms. _____

Job Title: _____

Email Address: _____ ☐ Business ☐ Home

Please list additional names on a separate sheet.

METHOD OF PAYMENT

4

Important: Send your payment now. Tuition is due before the seminar. Please make checks payable and return this form to: Fred Pryor Seminars, P.O. Box 219468, Kansas City, MO 64121-9468. Our federal ID# is 43-1830400 (FEIN).

Please add applicable state and local tax to your payment for programs held in Hawaii (4.16%), South Dakota (6%) and West Virginia (6%).

Please check one of the following:

1. ☐ Registration fee enclosed. Check # _____ Amount \$ _____

2. ☐ Our Purchase Order is attached. P.O. # _____

3. ☐ Bill my organization. Attention: _____

4. ☐ Charge to: ☐ AmEx ☐ Discover ☐ MC ☐ Visa Exp. Date: _____

Card Holder's Name: _____

Acct. #: _____

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Please attach a copy of your Tax-Exempt Certificate for payment processing.

Note: If you've already registered by phone, by fax or online, please do not return this form.

REGISTRATION FORM – Project Management Workshop

AMERICAN BACKFLOW PREVENTION ASSOCIATION REGIONS
5, 6, & 7 "2013 WESTERN REGIONAL BACKFLOW CONFERENCE"

October 28 - 30, 2013
Las Vegas, Nevada

NAME: _____

ADVANCE REGISTRATION DEADLINE: _____

MEALS: ___ YES SPOUSE: ___ YES SPOUSES' TOUR: ___ YES
 ___ NO ___ NO ___ NO

DEPARTMENTAL TRAVEL BUDGET:

REGISTRATION: _____ TRAVEL: _____
TOTAL REMAINING BALANCE: _____

PROPOSED EXPENSES: Registration: _____
 Transportation: _____
 Meals:* _____
 Miscellaneous: _____
 TOTAL: _____

*DIRECTORS: Expenses are outlined in Section 4.06.1 of the District's Rules and Regulations.

*FOR STAFF: Meal limitations are outlined on pages 30 and 31 of the District's Employee Manual.
Please review these limitations.

HOTEL ACCOMMODATIONS: ___ YES ___ NO REGISTRATION DEADLINE: 9-23-13
ARRIVAL DATE/TIME: _____ DEPARTURE DATE/TIME: _____

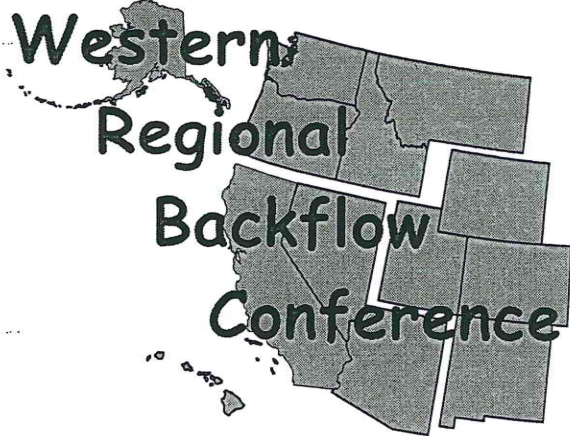
TYPE OF ACCOMMODATIONS: _____ SINGLE (1 PERSON)
 _____ DOUBLE (2 PEOPLE)
 _____ (2 PEOPLE/2 BEDS)

AIRLINE RESERVATIONS: ___ YES ___ NO

DEPART FROM _____ on _____ at _____ AM/PM
 (airport) (date) (time)

RETURN FROM _____ on _____ at _____ AM/PM
 (airport) (date) (time)

SUPERVISOR APPROVAL: _____ DATE: _____



AMERICAN BACKFLOW PREVENTION ASSOCIATION

REGIONS 5, 6, & 7

PRESENT

2013 - WESTERN REGIONAL BACKFLOW CONFERENCE

**October 28 – 30, 2013
LAS VEGAS, NEVADA**

Major Happenings

- Informative Technical Sessions
- ABPA Contact Hours available
- Manufacturer's Exhibit and Reception
- Silent Auction
- National ABPA Committee Meetings
Friday – October 25
- National ABPA Board of Directors Meeting
Saturday – October 26
- Proctor Training Session
Sunday – October 27
- Tester and Specialist Certification Exam
Wednesday – October 30



Western Region Directors

**Bob Prince - Region 5 Director
Mike Ahlee - Region 6 Director
Tina Alexander - Region 7 Director**

Monday - October 28, 2013

(Technical Sessions Subject to Change)

12:00 - 1:00 **R e g i s t r a t i o n O p e n - E x h i b i t s O p e n**

1:00 - 1:45 Experiences Adopting the ABPA Tester Certification Program

1:45 - 2:30 Field Test Procedures: They Are Not All The Same

2:30 - 3:00 **B r e a k - E x h i b i t s O p e n**

3:00 - 3:45 Hydraulics & How Backflow Happens

3:45 - 4:30 How To Investigate A Backflow Incident

4:30 - 6:00 **E x h i b i t o r R e c e p t i o n**

Tuesday - October 29, 2013

7:30 - 8:00 **C o n t i n e n t a l B r e a k f a s t - E x h i b i t s O p e n**

8:00 - 8:45 Retrofit Installation & Their Challenges ABPA Tester & Specialist Certification Programs

8:45 - 9:30 Enclosures & Their Proper Application Why Testers Fail Their Performance Exam

9:30 - 10:00 **B r e a k - E x h i b i t s O p e n**

10:00 - 10:45 Pressure Regulators - How They Work? DC Field Test Procedures

10:45 - 11:30 Pumps & RP's Don't Always Mix PVB Field Test Procedures

11:30 - 1:00 **L u n c h (p r o v i d e d) - E x h i b i t s O p e n**

1:00 - 1:45 Thermal Expansion & Its Dangers RP Field Test Procedures

1:45 - 2:30 Electronic Field Test Reports SVB Field Test Procedures

2:30 - 3:00 **B r e a k - E x h i b i t s O p e n**

3:00 - 3:45 Survey of A Golf Course / Resort Manufacturer's Repair Forum - Part 1

3:45 - 4:30 Recycle Shut Down Test; What To Look For Manufacturer's Repair Forum - Part 2

Wednesday - October 30, 2013

7:30 - 8:00 **C o n t i n e n t a l B r e a k f a s t**

8:00 - 8:45 Assembly Theft & Law Enforcement

8:45 - 9:30 Lead Free: How Did The Manufacturers Comply?

9:30 - 10:00 **B r e a k**

10:00 - 10:45 Training Inside Staff To Recognize a Backflow Event

10:45 - 11:30 Public Education - What is available?

ABPA WESTERN REGIONAL BACKFLOW CONFERENCE

Las Vegas, Nevada - October 28 - 30, 2013

Hotel Information

The Conference will be held at The Orleans Hotel, located at 4500 W. Tropicana Ave, Las Vegas, Nevada. For reservations call the hotel at (800) 675-3267, and ask for American Backflow Prevention Association group rates. Room rates are \$42.00 per night (single or double occupancy, Includes \$6 Resort Fee) Sunday through Thursday. Make reservations early, our block of rooms is only held until September 23, 2013. If making the reservation online enter the assigned Reservation ID: A3ABC10 through the Hotel's website at www.orleanscasino.com/groups. Keep in mind that free Airport Shuttles are NOT available in Las Vegas.

How To Register For This Conference

Fill out the registration form below, check the appropriate box, and attach the registration fee, then:

Mail to: 2013 WRBC
3016 Maloney Ave.

Bryan, TX 77801-3121

Fax to: (979) 846-7607

Email to: shane@abpa.org

Checks, money orders, credit cards (*MasterCard, VISA, American Express, and Discover*) will be accepted. Make payable to "ABPA". Fees are subject to verification based on member status and other qualifying factors. Additional funds will be charged if the registration amount was miscalculated. No refunds will be given for cancellations made after September 23, 2013. For questions about registration, contact ABPA at (979) 846-7606.

Select	TYPE OF REGISTRATION	Cost on or before 23 Sept '13 (U.S. Funds)	Cost after 23 Sept '13 (U.S. Funds)
<input checked="" type="checkbox"/>			
<input type="checkbox"/>	PRE-REGISTRATION FOR ABPA MEMBERS Includes conference packet, lunch on Tuesday, and refreshment breaks	\$210	\$265
<input type="checkbox"/>	PRE-REGISTRATION FOR NON-MEMBERS Includes conference packet, lunch on Tuesday, refreshment breaks & Membership	\$295	\$345

Print name of person attending

()
Phone Number

Company

()
Fax Number

Address

Email

City/State/Zip

ABPA Membership #

Check One: ☐ Check ☐ Money Order ☐ MasterCard ☐ Visa ☐ Discover ☐ American Express ABPA FED TAX ID# 74-2395100

Card No: _____ Exp. ____ / ____ Security Code: _____

Authorized Signature: _____ Conference Amt: \$ _____

Please return this form with payment to: ABPA . P.O. Box 3051 . Bryan, TX 77805-3051 or Fax: (979) 846-7607 or Email: conference@abpa.org

*** Make a copy of this registration form for each attendee ***



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**American Backflow Prevention Association
2013 - Western Regional Backflow Conference**

Schedule of Activities

PRE-CONFERENCE ACTIVITIES:

Friday Oct 25 8:00 am - 5:00 pm	ABPA Committee Meetings <i>(see ABPA.org for schedule of meetings)</i>
Saturday Oct 26 8:00 am - 12:00 pm	ABPA Board of Directors Meeting
Sunday Oct 27 8:00 am - 5:00 pm	ABPA Proctor Training Session <i>Application (available at ABPA.org)</i>

CONFERENCE:

Monday Oct 28 thru Wednesday Oct 30	2013 Western Regional Backflow Conference
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POST-CONFERENCE ACTIVITY:

Wednesday Oct 30 1:00 - 6:00 pm	ABPA Backflow Prevention Assembly Tester Certification Exam, and ABPA Cross-Connection Control Specialist Certification Exam - Application <i>(available at ABPA.org) must be submitted at least 30 days in advance 877-227-2127 or certification@abpa.org</i>
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CALIFORNIA SPECIAL DISTRICT ASSOCIATION'S
SPECIAL DISTRICT LEADERSHIP ACADEMY CONFERENCE
November 17 - 20, 2013
Napa Valley

NAME: _____

ADVANCE REGISTRATION DEADLINE: _____ OCTOBER 17, 2013

MEALS: ___ YES SPOUSE: ___ YES SPOUSES' TOUR: ___ YES
 ___ NO ___ NO ___ NO

DEPARTMENTAL TRAVEL BUDGET:

REGISTRATION: _____ TRAVEL: _____
TOTAL REMAINING BALANCE: _____

PROPOSED EXPENSES: Registration: _____
 Transportation: _____
 Meals:* _____
 Miscellaneous: _____
 TOTAL: _____

*DIRECTORS: Expenses are outlined in Section 4.06.1 of the District's Rules and Regulations.

*FOR STAFF: Meal limitations are outlined on pages 30 and 31 of the District's Employee Manual.

Please review these limitations.

HOTEL ACCOMMODATIONS: ___ YES ___ NO REGISTRATION DEADLINE: 10-18-13
ARRIVAL DATE/TIME: _____ DEPARTURE DATE/TIME: _____

TYPE OF ACCOMMODATIONS: _____ SINGLE (1 PERSON)
 _____ DOUBLE (2 PEOPLE)
 _____ (2 PEOPLE/2 BEDS)

AIRLINE RESERVATIONS: ___ YES ___ NO

DEPART FROM _____ on _____ at _____ AM/PM
 (airport) (date) (time)

RETURN FROM _____ on _____ at _____ AM/PM
 (airport) (date) (time)

SUPERVISOR APPROVAL: _____ DATE: _____



CSDA's
Special District
Leadership Academy

NOVEMBER 17-20, 2013 - NAPA VALLEY MARRIOTT

SPECIAL DISTRICT LEADERSHIP ACADEMY CONFERENCE



*A Comprehensive Governance Conference
for Elected and Appointed Directors/Trustees.*



*presented by
CSDA and
co-sponsored
by SDRMA*

#SDLA2013

SDLA

Participate in the newly formed **Special District Leadership Academy Conference**, where you can complete all four modules of the Academy during the course of two and a half days.

CSDA's Special District Leadership Academy Conference

This conference content is based on CSDA's Special District Leadership Academy (SDLA) groundbreaking, curriculum-based continuing education program that recognizes the necessity for the board and general manager to work closely toward a common goal. SDLA provides the knowledge base to perform essential governance responsibilities.

CSDA has created this conference to provide new board members with immediate training, offer newly elected board presidents the training they need to lead effectively, and to provide experienced board members with current practices and information about the key concerns facing special districts.

Whether you are new to the board or someone who has served for many years, this conference provides essential tools and information to effectively govern your district!



SDRMA Credit Incentive Points

Special District Risk Management Authority (SDRMA) is committed to establishing a strategic partnership with our members to provide maximum protection, help control losses and positively impact the overall cost of property/liability and workers' compensation coverage through the Credit Incentive Program. Credit incentive points can be earned based on an agency's attendance at the Special District Leadership Academy Conference reducing SDRMA member's annual contribution amount.

“Regardless of tenure, a board member needs to serve their district based upon the best knowledge and understanding available. I have found the Leadership Academy to be an essential tool in accomplishing that duty.”

– Albert Morrisette, Director, Phelan Pinon Hills CSD

Why Attend CSDA's Special District Leadership Academy Conference?

Local boards are the reason, and really the only reason, why local control is local. Special district boards are the voices of the community. The truth is that every elected or appointed public official needs to worry about governance. Governance is what boards do. It is what they bring to the table. Governance is taking the wishes, needs and desires of the community and transforming them into policies that govern the district. Survival of special districts depends in large part on how well boards do their jobs.

Attendees will learn:

- Working as a team: The roles of the board and staff.
- Attributes and characteristics of highly effective boards.
- How culture, norms, values and operating style influence the district.
- Specific jobs the board must perform.
- How individual values, skills and knowledge help to shape how effective boards operate.
- The importance of moving from “I” to “we” as the governance team.
- The board’s role in setting direction for the district.
- The board’s role in finance and fiscal accountability.
- Much more!

Where to stay

Room Reservations

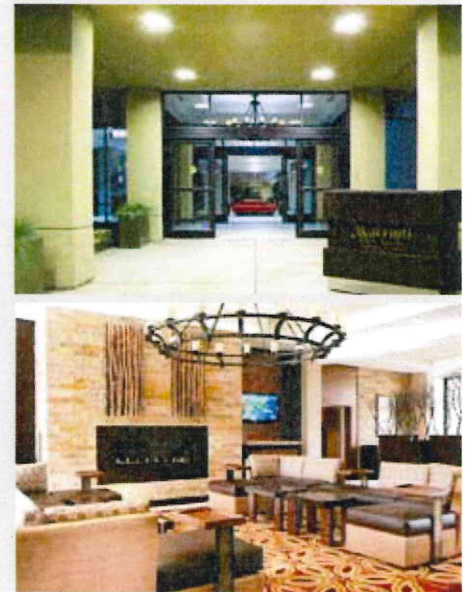
Room reservations are available by calling 1-800-228-9290 and requesting the CSDA Special District Leadership Academy rate of \$149 single/double plus tax.

Room rate is available to conference attendees three days before and three days after the conference, based on availability. All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card. Reservations must be received by October 18, 2013. However, room quantities are limited and may sell out before that date. The first night room and tax becomes non-refundable if a reservation is cancelled after the cut-off date of October 18.

No resort or parking fees!

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SDLF

SPECIAL DISTRICT LEADERSHIP FOUNDATION



SHOWCASE YOUR COMMITMENT TO EXCELLENCE

**Districts of Distinction
Accreditation**

Completion of any of the four modules of the Special District Leadership Academy qualifies attendees for the six hours of governance training required for the Special District Leadership Foundation's District of Distinction Designation.



FOR DIRECTORS AND TRUSTEES

**Recognition in Special
District Governance**

Completion of all four modules of the Special District Leadership Academy form the basis for the Recognition in Special District Governance, after an additional 10 hours of continuing education are completed.

Schedule of Events

Sunday, November 17

5:30 – 7:30 p.m.

REGISTRATION AND NETWORKING RECEPTION

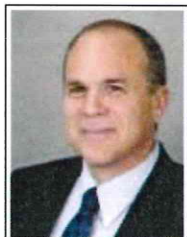


Take a moment to network with your peers from throughout the state at this informal networking reception. Reception includes wine tasting and light appetizers.

Monday, November 18

7:30 a.m.

CONTINENTAL BREAKFAST



8:00 a.m. – 12:00 p.m.

BUILDING A FOUNDATION FOR GOOD GOVERNANCE

David Aranda

In this informational session, the instructor will lay the groundwork for good governance in your district. Attendees will discover:

- Why good governance is important to the well-being of the district.
- The traits of effective directors.
- How to move your board from “I” to “we,” including how to become an effective team, establishing team standards, and the essential conditions for team building.

This session covers Module 1 of the Special District Leadership Academy: Governance Foundations.

“quote”

“Clear, concise, relevant materials and dialogue with examples. Extremely useful.” – M. Leffel, Director, Monterey Peninsula Airport District

12:00 – 1:30 p.m.

NETWORKING LUNCHEON (lunch provided)



1:30 – 5:00 p.m.

FULFILLING YOUR DISTRICTS MISSION - CHARTING THE COURSE

Brent Ives, BHI Management Consulting

This conference session will highlight the importance of setting the direction for your district. Learn the basics of direction-setting along with how to avoid planning pitfalls. Attendees will walk through the steps of establishing your district’s mission, vision, values and strategic goals and how to communicate those objectives to your constituents.

This session covers Module 2 of the Special District Leadership Academy: Setting Direction/Community Leadership.



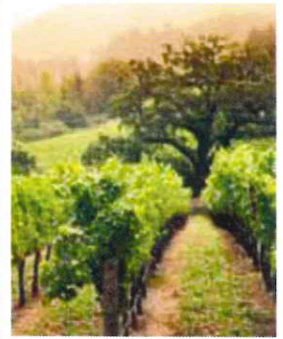
5:00 – 6:30 p.m.

SIP AND SAVOR THE NAPA VALLEY EVENING RECEPTION

This hosted reception features wine and food pairings from Executive Chef Brian Whitmer.

Sponsored by





Tuesday, November 19

7:30 a.m.

CONTINENTAL BREAKFAST

8:00 – 10:00 a.m.

GET THE WORD OUT! BEST PRACTICES FOR COMMUNICATION AND OUTREACH

Brent Ives, BHI Management Consulting

This session looks at common communication breakdowns and areas for improvement in public agency communications. We will discuss:

- Identifying audiences.
- Responding to public input.
- Media relations.
- Legislative outreach and advocacy.

This session covers Module 2 of the Special District Leadership Academy: Setting Direction/Community Leadership.

12:00 – 1:00 p.m.

NETWORKING LUNCHEON (lunch provided)

1:00 – 3:00 p.m.

DEFINING BOARD & STAFF ROLES AND RELATIONSHIPS PART 2

David Aranda

3:15 – 5:15 p.m.

REQUIRED ETHICS AB1234 TRAINING

David Warner, Meyers Nave (no additional cost, optional conference event)

This two-hour workshop covers general ethics principles and state laws related to: personal gain by public servants, conflict of interest, bribery and nepotism; gift, travel, and mass mailing restrictions; the Brown Act Open meeting law and the Public Records Act; and more. Participants will earn their AB1234 Certificate.

OPEN EVENING

Wednesday, November 20

8:00 a.m. – 12:00 p.m.

SHOW ME THE MONEY! WHAT DO BOARD MEMBERS NEED TO KNOW ABOUT DISTRICT FINANCES?

David Becker, James Marta & Company, Certified Public Accountants

This session will provide an overview of financial concepts, reports and policies. Attendees will learn:

- How to ask the right questions.
- How to link the finance process to the district mission.
- What is a budget: budget process, budget assessment, communicating budget information to the public.
- How to develop/analyze capital improvement plans and reserve guidelines.

This session covers Module 3 of the Special District Leadership Academy: Board's Role in Finance and Fiscal Accountability.

10:00 a.m. – 12:00 p.m.

DEFINING BOARD & STAFF ROLES AND RELATIONSHIPS PART 1

David Aranda

This conference session will teach participants how to determine the human resources health of their district through:

- Identifying the board's role in human resources.
- Recognizing HR red flags and positive indicators.
- Determining essential HR policies.
- Covering confidentiality and legal liabilities.
- Evaluating the general manager.

This session covers Module 4 of the Special District Leadership Academy: Board's Role in Human Resources.

“Excellent. Instructor was practical with hands-on experience in the real world.”

— J. Smith, Director, Las Virgenes Municipal Water District

12:00 p.m.

ADJOURN

“Enjoyed content, very useful. Good presentation and very good organization of materials.”

— D. Wickstron, General Manager, Hilmar County Water District

Special District Leadership Academy Conference Registration Form

(Use one form per registrant)

Three Ways to Register

- **Register online** by visiting the Special District Leadership Academy Conference website at www.csda.net/sdla.
 - **Fax number:** 916-520-2465. All faxed registration forms must include credit card payment.
 - **Mail:** CSDA, 1112 I Street, Suite 200, Sacramento, CA 95814. Please include registration form and payment.
- Checks should be made payable to: California Special Districts Association.

Not sure if you are a member?

Contact the CSDA office at 877-924-2732 to find out if your agency or company is already a member. To learn more about the many benefits of CSDA membership, contact Member Services Director Cathrine Lemaire at cathrine1@csda.net, or call toll-free at 877-924-2732.

Registration fees include:

- 2.5 days of education and materials
- 2 continental breakfasts
- 2 receptions
- 2 luncheons

Certificate of Completion

At the conclusion of the conference, attendees will be awarded a certificate of completion for the Special District Leadership Academy. Attendees must attend entire conference to receive credit.

Name/Title:			
District:			
Address:			
City:	State:	ZIP:	
Phone:	Fax:		
<input type="checkbox"/> Member <input type="checkbox"/> Non-member	Email:		
Emergency Contact - Name & Phone:			
Registration Fees			
EARLY BIRD (ON OR BEFORE OCTOBER 17) <input type="checkbox"/> CSDA Member \$600 <input type="checkbox"/> Non-Member \$725		REGULAR (AFTER OCTOBER 17) <input type="checkbox"/> CSDA Member \$650 <input type="checkbox"/> Non-Member \$775	
SEND MORE - SAVE MORE! -- SPECIAL DISCOUNTED PRICING!			
ADDITIONAL ATTENDEE FROM THE SAME DISTRICT (ON OR BEFORE OCTOBER 17) <input type="checkbox"/> CSDA Member \$400 <input type="checkbox"/> Non-Member \$450		ADDITIONAL ATTENDEE FROM THE SAME DISTRICT (AFTER OCTOBER 17) <input type="checkbox"/> CSDA Member \$525 <input type="checkbox"/> Non-Member \$575	
Optional Ethics Training			
<input type="checkbox"/> I will be participating in optional ethics training on Tuesday, November 19.			
Payment			
<input type="checkbox"/> Check <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> American Express			
Acct. name:		Acct. Number:	
Expiration date:		Authorized Signature:	
Special needs			
<input type="checkbox"/> Vegetarian <input type="checkbox"/> Other:			
CANCELLATIONS/SUBSTITUTION POLICY: Cancellations must be in writing and received by CSDA no later than November 1, 2013. All cancellations received by this date will be refunded less a \$75 cancellation fee. There will be no refunds for cancellations made after November 1. Substitutions are acceptable and must be done in writing no later than November 8, 2013. Please submit any cancellation notice or substitution requests to meganh@csda.net or fax to 916-520-2465.			



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**2013 SPECIAL DISTRICT LEADERSHIP ACADEMY CONFERENCE
NEW CSDA CONFERENCE!**

MINUTES OF REGULAR MEETING OF THE COMMISSIONERS OF THE ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION, APRIL 18, 2013.

A regular meeting of the Commissioners of the Antelope Valley State Water Contractors Association was held Thursday, April 18, 2013, at the Palmdale Water District at 2029 East Avenue Q, Palmdale. Chair Mac Laren called the meeting to order.

1) Pledge of Allegiance.

At the request of Chair Mac Laren, Commissioner Thibault led the pledge of allegiance followed by a moment of silence in honor of those affected by the Boston tragedy.

2) Roll Call.

Attendance:

Kathy Mac Laren, Chair
Leo Thibault, Treasurer-Auditor
Robert Alvarado, Commissioner
Keith Dyas, Commissioner
George Lane, Alt. Commissioner
Tim Clark, Alt. Commissioner

Others Present:

Matt Knudson, General Manager
Mike Riddell, Attorney
Tom Barnes, Controller
Brad Bones, LCID General Manager
Dawn Deans, Executive Assistant
3 members of the public

Barbara Hogan, Vice Chair –
Andy Rutledge, Secretary –
EXCUSED ABSENCE

3) Public Comments for Items Not on the Agenda.

There were no public comments.

4) Approval of Minutes of Regular Meeting Held February 14, 2013.

It was moved by Commissioner Thibault, seconded by Commissioner Dyas, and unanimously carried to approve the minutes of the regular meeting held February 14, 2013, as written.

5) Payment of Bills.

After a brief discussion, it was moved by Commissioner Thibault, seconded by Alt. Commissioner Clark, and unanimously carried to pay the bills received from PWD in the amounts of \$796.11, \$886.45, and \$508.91.

6) Consideration and Possible Action on In-Lieu Water Banking Agreements Between the Antelope Valley State Water Contractors Association, AVEK, and Tejon Ranch Tabled From the February 14, 2013 Meeting. (Controller Barnes)

Controller Barnes provided an overview of the In-Lieu Water Banking Agreements, and after a brief discussion of the member agency's legal counsel's request to meet and discuss the Agreements and of AVEK's recommendation to move forward with the Agreements without the Association's involvement, it was moved by Commissioner Thibault, seconded by Commissioner Dyas, and unanimously carried to allow Tejon and AVEK to move forward with the In-Lieu Water Banking Agreements excluding the Antelope Valley State Water Contractors Association.

Projects for the Association based on the Association's Principles and Objectives, having the member agency's legal counsels develop an In-Lieu Water Banking Agreement template, the Commissioners' authority to approve matters without individual member agency legal counsel, and the expiration of the existing Agreements were then discussed.

7) Consideration and Possible Action on Regional Control of Water From the State Water Project. (General Manager Knudson)

General Manager Knudson stated that a draft agreement for regional control of water from the State Water Project has been prepared for submittal to the Department of Water Resources; that he recommends the member agency's legal counsels review this draft along with the In-Lieu Water Banking Agreements; and that he will provide a status report on this matter at the next Association meeting.

8) Consideration and Possible Action on Agency Interest in Funding a Feasibility Study for Development of a Joint Recharge/Water Banking Project on the East Side of the Antelope Valley. (General Manager Knudson)

General Manager Knudson stated that joint eastside recharge and recovery projects have previously been discussed by the Association; that PWD completed a Strategic Water Resources Plan, and a project outlined in that Plan is the development

of a recharge project in Littlerock Creek Wash; that the Programmatic EIR process for this project has been completed; that PWD is open to making this project a group effort through the Association; that the scope of work, once developed, will be distributed to various engineering firms to solicit proposals for this work; and that he will keep the Commissioners updated on this progress followed by discussion of this proposed project.

9) Consideration and Possible Action on Association Statement of Principles and Objectives. (Chair Mac Laren/General Manager Knudson)

Chair Mac Laren stated that this item was discussed earlier under Agenda Item No. 6; that the Commissioners are in agreement on moving forward as partners; and that a project needs to be identified for the Association followed by discussion of the recent partnership between PWD and AVEK for serving water through the Acton water treatment plant, the adjudication process, future projects, and focusing on the Association's Principles and Objectives.

10) Consideration and Possible Action on Business Cards for Commissioners. (General Manager Knudson)

General Manager Knudson reviewed the quotation for Commissioner business cards obtained by Commissioner Thibault, and after a brief discussion of the business cards, it was moved by Alt. Commissioner Lane, seconded by Alt. Commissioner Clark, and unanimously carried to approve the purchase of business cards for Commissioners in the not-to-exceed amount of \$34.00.

General Manager Knudson then stated that sample business cards will be submitted to the Commissioners via email for content.

11) Consideration and Possible Action on AVSWCA Website Content and Management of Content. (General Manager Knudson/Controller Barnes)

Controller Barnes provided a detailed overview of the website, as well as login navigation, followed by discussion of quick links to the member agency's websites, Association calendar activities, photos of Association projects, and Commissioner email accounts.

12) Report of General Manager.

a) Updated Contact List for Commissioners and Staff.

General Manager Knudson stated that an updated contact list, which includes Commissioners, Alternate Commissioners, Association staff, and the member agency's General Manager and legal counsel contact information, has been included in the agenda packets.

b) Update on Antelope Valley IRWMP Update.

General Manager Knudson stated that RMC is contracted by the Association to perform the IRWMP Plan update, which is progressing well; that the Antelope Valley received a grant close to \$500,000 from the Department of Water Resources to perform this work, and the Association was awarded those funds as the administrator of the contract with RMC; that the next stakeholder's group meeting will be held May 15 at 9:00 a.m. at PWD; and that reimbursement invoices should be paid by May.

c) Update on Prop. 84 and 1E Grant Applications.

General Manager Knudson stated that grants have been applied for through the stakeholders and IRWMP groups for the Boron Community Services District arsenic clean-up project under Prop 84 and for the Littlerock Dam Sediment Removal Project under Prop 1E and that notification on the success of these grant applications should be known by summer.

He then reported that Commissioner Thibault previously requested information on the Fremont Valley Preservation Project, which is a 4,800 acre groundwater recharge and solar project near California City; that Commissioner Dyas provided a link for the project; that the initial study for the project is available; and that this project is located within a water basin separate from the proposed Antelope Valley adjudicated basin after which Mr. Dwayne Chisam, AVEK Assistant General Manager, provided a brief overview of the Fremont Valley Preservation Project.

13) Report of Controller.

Controller Barnes stated that he has no further report.

14) Reports of Commissioners.

Commissioner Thibault reported that the headline for the recent Antelope Valley Press article "Water purveyors say fear not the drought talk" sends the wrong message as all water purveyors know the water situation, water is costing the purveyors more money, rates are going up, and things are not as rosy as the headline seems to say.

15) Report of Attorney.

Attorney Riddell reported that he attended the State Water Contractors meeting earlier today; that it was reported that February and March were the driest February and March on record; that he inquired if the allocation could be reduced even further than 35% and was informed it may happen but the situation has stabilized; that the Deputy Director for the Department of Water Resources reported that Governor Brown just returned from China, was charged up about China's high speed rail, and is excited about completing projects in California including the California high speed rail and the Delta improvements; that an energy report was provided indicating energy demand during the day, wind and solar energy not being able to address peak demands, gas and hydropower becoming more valuable, policy for releasing State Water Project water when needed adversely affecting the State's energy policy, and if restrictions can be eliminated for environmental purposes, State Water Project water can be released to generate more green energy through the Hyatt and Thermalito plants.

16) Commission Members' Requests for Future Agenda Items.

Commissioner Dyas requested a team member from USGS working in the Antelope Valley be invited to present information on the status of capability of soils to remove arsenic after which Controller Barnes stated that USGS will be presenting this information at the next AVEK Board meeting.

Alt. Commissioner Lane requested the Sanitation Districts provide a presentation on an update on the use of recycled water through Plants 14 and 20.

There were no further requests for future agenda items.

17) Consideration and Possible Action on Scheduling the Next Association Meeting.

It was determined that the next regular meeting of the Association will be held June 13, 2013 at 6:30 p.m. at PWD.

ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION
APRIL 18, 2013
REGULAR MEETING

17) **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.


Secretary

**MINUTES OF MEETING OF THE OUTREACH COMMITTEE OF THE PALMDALE
WATER DISTRICT, AUGUST 5, 2013:**

A regular meeting of the Outreach Committee of the Palmdale Water District was held Monday, August 5, 2013, at 2029 East Avenue Q, Palmdale, California, in the Board Room of the District office. Chair Dizmang called the meeting to order.

1) Roll Call.

Attendance:

Outreach Committee:
Gloria Dizmang, Chair
Robert Alvarado, Committee
Member

Others Present:

Dennis LaMoreaux, General Manager
Claudette Beck, Water Conservation Spvsr.
Linda Trevino, Water Conservation Aide
Danielle Henry, Administrative Assistant
Dawn Deans, Executive Assistant
0 members of the public

2) Adoption of Agenda.

It was moved by Committee Member Alvarado, seconded by Chair Dizmang, and unanimously carried to adopt the agenda, as written.

3) Public Comments.

There were no public comments.

4) Action Items:

4.1) Consideration and Possible Action on Approval of Minutes of Meeting Held July 1, 2013.

After a brief discussion, it was moved by Committee Member Alvarado, seconded by Chair Dizmang, and unanimously carried to approve the minutes of the meeting held July 1, 2013, as written.

4.2) Discussion of Next Issue of Water News. (Water Conservation Supervisor Beck)

Water Conservation Supervisor Beck reviewed the articles for the next issue of Water News followed by discussion of the articles, revisions, and future articles including

the District's participation at Thursday-Night-on-the-Square, the number of water agencies in the Antelope Valley, and announcing the District's 95th anniversary.

4.3) Discussion of 2014 Education Programs and Public Information Programs to Meet California Urban Water Conservation Council Requirements. (Water Conservation Supervisor Beck)

Water Conservation Supervisor Beck reviewed the District's California Urban Water Conservation Council (CUWCC) Best Management Practices compliance requirements, CUWCC reporting requirements, ensuring the District's Public Information and School Education Programs meet CUWCC requirements according to the District's Strategic Plan, how the District is meeting these requirements, and options for continuing to meet these requirements in 2014 followed by discussion of the District's current and proposed programs.

Water Conservation Supervisor Beck then recommended the Committee consider CUWCC requirements when considering the budget for the District's Public Information and School Education Programs.

4.4) Discussion of "Before the First Drop" Marketing Campaign. (Water Conservation Supervisor Beck/Information Technology Manager Stanton)

Water Conservation Supervisor Beck stated that the second survey for the "Before the First Drop" marketing campaign has been sent and that drawing a winner will be placed on the agenda for the second regular Board meeting in August.

She then informed the Committee of potential changes to next year's Cash for Grass Rebate Program based on the City of Palmdale's new landscape ordinance.

Chair Dizmang then recommended that packets on the Before the First Drop marketing campaign, water conservation, and conservation hand-outs be developed and sent to Senator Steve Knight, Assemblyman Steve Fox, Congressman Buck McKeon, Senator Barbara Boxer, and Senator Diane Feinstein after which General Manager LaMoreaux stated that a packet and cover letter will be developed for review at the next Committee meeting.

The District's participation at Thursday-Night-on-the-Square was then discussed.

4.5) Discussion of Development of Goals and Objectives of Outreach Committee. (General Manager LaMoreaux)

General Manager LaMoreaux stated that the Strategic Plan goals and objectives were included with the agenda packet to help ensure the District's outreach efforts focus on these goals and objectives followed by discussion of revisions to the Strategic Plan to include outreach, and General Manager LaMoreaux stated that staff will develop a draft list of projects from the Strategic Plan's goals and objectives for the Committee to review for development of an outreach plan.

5) Information Items.

5.1) Update on Application for Special District Leadership Foundation "District Transparency Certificate of Excellence." (General Manager LaMoreaux)

General Manager LaMoreaux stated that after one item is updated for the District's website, staff will prepare the application for the Special District Leadership Foundation "District Transparency Certificate of Excellence."

5.2) Update on Constant Contact Tracking Reports. (Information Technology Manager Stanton)

General Manager LaMoreaux reviewed the tracking reports to date indicating the number of emails sent, opened, bounced, and forwarded through Constant Contact.

5.3) Update on Social Media Marketing Campaign. (Information Technology Manager Stanton)

Administrative Assistant Henry reviewed the increase in the number of the District's Facebook likes from the current social media marketing campaign, and it was stated that the winners of the free t-shirts for this contest will be drawn at the August 14, 2013 regular Board meeting.

5.4) Status of District Website Redesign. (Information Technology Manager Stanton)

Executive Assistant Deans stated that updated departmental information has been requested for the website redesign and that the background color of the website has been revised.

5.5) Other.

Barking dog timers were discussed.

Administrative Assistant Henry informed the Committee of the Facebook response to the posting of the Aquadog shower video as well as the response to an interactive question posed regarding how water is moved through the state.

Committee Member Alvarado inquired about the District's participation in the Antelope Valley International Heritage Festival, which is scheduled for September 14, 2013, and it was stated that this event is on the District's approved event list.

There were no additional information items.

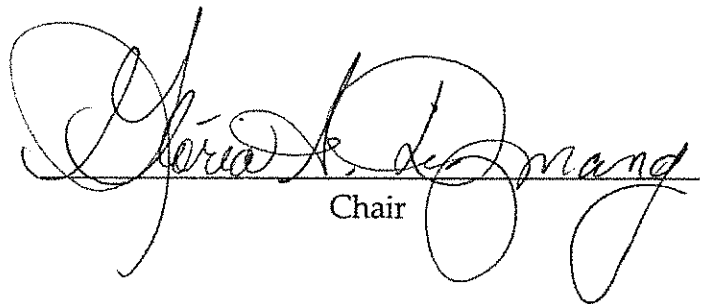
6) Board Members' Requests for Future Agenda Items.

There were no requests for future agenda items.

The next Outreach Committee meeting was scheduled for September 9, 2013 at 3:00 p.m.

7) Adjournment.

There being no further business to come before the Outreach Committee, the meeting was adjourned.


Chair

MINUTES OF MEETING OF THE PERSONNEL COMMITTEE OF THE PALMDALE WATER DISTRICT, AUGUST 7, 2013:

A meeting of the Personnel Committee of the Palmdale Water District was held Wednesday, August 7, 2013, at 2029 East Avenue Q, Palmdale, California, in the Board Room of the District office. Chair Mac Laren called the meeting to order.

1) Roll Call.

Attendance:

Personnel Committee:
Kathy Mac Laren, Chair
Gloria Dizmang, Committee
Member

Others Present:

Dennis LaMoreaux, General Manager
Robert Alvarado, PWD Director
Matt Knudson, Engineering Manager
Dennis Hoffmeyer, Senior Accountant
Dawn Deans, Executive Assistant
6 members of the public

2) Adoption of Agenda.

It was moved by Committee Member Dizmang, seconded by Chair Mac Laren, and unanimously carried to adopt the agenda, as written.

3) Public Comments.

There were no public comments.

4) Presentations:

4.1) Herbalife Wellness Program. (Chair Mac Laren/Rae Permann of Herbalife)

Chair Mac Laren reviewed her success with the Herbalife programs and products after which Ms. Rae Permann, Herbalife Health Coach, provided a brief overview of the Herbalife nutrition club and services, their free wellness program, and how they would offer the wellness program to District employees.

The Committee then thanked Ms. Permann for the information.

5) Action Items:

5.1) Consideration and Possible Action on Approval of Minutes of Meeting Held July 11, 2013.

It was moved by Committee Member Dizmang, seconded by Chair Mac Laren, and unanimously carried to approve the minutes of the Personnel Committee meeting held July 11, 2013, as written.

5.2) Discussion and Possible Action on Proposal Received From The Mathis Group to Recruit for the Position of Human Resources Manager and to Provide Guidance for an RFQ for Board/District's Attorney. (General Manager LaMoreaux)

After a brief discussion of the need for the Human Resources Manager position, the previous cost of recruitment for this position, and the Ad Hoc Legal Committee's discussion of developing a Request for Qualifications for legal services, it was moved by Committee Member Dizmang, seconded by Chair Mac Laren, and unanimously carried to recommend the proposal received from The Mathis Group for recruiting for the position of Human Resources Manager and for providing guidance for a Request for Qualifications for the Board/District's attorney be presented to the full Board for consideration at the next regular Board meeting.

5.3) Discussion and Possible Action on Removing Freeze on Annual Cost of Living Adjustment. (Acting Human Resources Manager Burns)

General Manager LaMoreaux provided an overview of cuts to the 2013 Budget, the 2.2% annual cost of living adjustment frozen in the budget, the District's current financial status as of June 2013, and increased water sales.

Chair Mac Laren then recommended that a cost of living annual adjustment of 2.2% be added to employees' salaries and that employees begin contributing 1% towards the cost of CalPERS followed by discussion of options for providing a cost of living adjustment and potential savings by having employees' contribute towards CalPERS, and it was moved by Committee Member Dizmang, seconded by Chair Mac Laren, and unanimously carried to recommend that a 2013 annual lump sum cost of living adjustment for District employees be presented to the full Board for consideration at the next regular Board meeting.

5.4) Discussion and Possible Action on Removing Freeze on Merit and Bonus Incentives. (Acting Human Resources Manager Burns)

General Manager LaMoreaux provided an overview of the District's policy governing merit and bonus incentives, how this policy is applied to new and existing employees, and the potential amount of annual merit and bonus incentives, and after a brief discussion of the merit and bonus incentive process, potential performance-based increases under this process, and increasing reserves, it was moved by Committee Member Dizmang, seconded by Chair Mac Laren, and unanimously carried to table this item to allow the Committee to gain a better understanding of the District's policy governing merit and bonus incentives, the appraisal form, and the salary steps for each of the District's positions.

5.5) Discussion and Review of the District's Grievance Policy. (Committee Member Dizmang/General Manager LaMoreaux)

General Manager LaMoreaux reviewed suggested revisions to the District's Grievance Policy, and after a brief discussion of the current grievance process and of proposed revisions to the Grievance Policy, staff was directed to develop a draft revised Grievance Policy for consideration at the next Committee meeting.

5.6) Discussion and Possible Action on Developing a Wellness Program. (Acting Human Resources Manager Burns)

After a brief discussion of sample Wellness Programs, it was moved by Committee Member Dizmang, seconded by Chair Mac Laren, and unanimously carried to table this item until the District hires a Human Resources Manager with the Herbalife Wellness Program considered at that time.

6) Project Updates.

6.1) Status on Organizational Assessment. (General Manager LaMoreaux)

General Manager LaMoreaux stated that The Mathis Group is scheduled to present his Organizational Assessment recommendations at the August 28, 2013 regular Board meeting, which will start at 6:00 p.m.

7) Information Items.

Committee Member Dizmang requested a list of employee titles requiring certifications.

There were no further information items.

8) Board Members' Requests for Future Agenda Items.

There were no requests for future agenda items.

Electrician Trujillo then suggested that the Committee view the cost of living adjustment as a cost of living adjustment and not as a raise as the cost of living adjustment is designed to keep employees even and that most employees would rather pay 1% towards CalPERS and receive the cost of living adjustment on their checks rather than as a lump sum payment for 2013 after which Chair Mac Laren stated that Agenda Item No. 5.3 would again be considered.

5.3) Discussion and Possible Action on Removing Freeze on Annual Cost of Living Adjustment. (Acting Human Resources Manager Burns)

After a further discussion of cost of living adjustment options for the District's employees, it was moved by Committee Member Dizmang, seconded by Chair Mac Laren, and unanimously carried that the Committee's recommendation of employees receiving a 2.2% annual cost of living adjustment for 2013 added to their salaries and employees paying 1% towards the cost of CalPERS effective January 1, 2014 be presented to the full Board for consideration at the next regular Board meeting.

General Manager LaMoreaux then recommended the 2014 cost of living adjustment be considered during 2014 budget discussions.

It was then determined that the next Personnel Committee meeting will be held September 9, 2013 at 6:30 p.m.

8) Adjournment.

There being no further business to come before the Personnel Committee, the meeting was adjourned.


Chair

**MINUTES OF MEETING OF THE FINANCE COMMITTEE OF THE PALMDALE
WATER DISTRICT, AUGUST 14, 2013:**

A meeting of the Finance Committee of the Palmdale Water District was held Wednesday, August 14, 2013, at 2029 East Avenue Q, Palmdale, California, in the Board Room of the District office. Chair Dizmang called the meeting to order.

1) Roll Call.

Attendance:

Finance Committee:

Gloria Dizmang, Chair

Steve Cordova, Committee
Member

Others Present:

Dennis LaMoreaux, General Manager

Mike Williams, Finance Manager

Matt Knudson, Engineering Manager

Dennis Hoffmeyer, Senior Accountant

Bob Egan, Financial Advisor

Dawn Deans, Executive Assistant

0 members of the public

2) Adoption of Agenda.

It was moved by Committee Member Cordova, seconded by Chair Dizmang, and unanimously carried to adopt the agenda, as written.

3) Public Comments.

There were no public comments.

4) Action Items:

**4.1) Consideration and Possible Action on Approval of Minutes of Meeting
Held July 10, 2013.**

After a brief discussion, it was moved by Committee Member Cordova, seconded by Chair Dizmang, and unanimously carried to approve the minutes of the meeting held July 10, 2013.

**4.2) Discussion and Overview of Cash Flow Statement and Current Cash
Balances as of June 30, 2013. (Financial Advisor Egan)**

Financial Advisor Egan reviewed the investment funds report as of June 30, 2013, recommended an account change based on market value and to eliminate the need for

an investment manager, and stated that there is little change from last month; that July's report will include a payment to the Department of Water Resources, which are fixed charges and can be included in the calculation for annual assessment rates; that anticipated Butte payments will also be in July's report; that water sales are up slightly and tracking nicely going forward; that assessments received are higher than anticipated; that these are positive signs; and that year-end shows a positive increase in cash of approximately \$2 million over budget.

4.3) Discussion and Overview of Financial Statements, Revenue and Expense and Departmental Budget Reports for June 30, 2013. (Finance Manager Williams)

Finance Manager Williams reviewed the balance sheet, profit and loss statement, year-to-year comparisons, month-to-month comparisons, consumption comparisons, and revenue and expense analysis reports for the period ending June 30, 2013 and stated that all departments are operating at or below the targeted expenditure percentage of 50% or less and continue to keep expenses down and under control and that overall we are stable and continue to operate very efficiently.

4.4) Discussion and Overview of Committed Contracts Issued. (Engineering Manager Knudson)

Engineering Manager Knudson reviewed payments included in the Committed Contracts and Payout Schedules for capital projects, projects funded by the Water Quality Fee, and projects funded from the Water Revenue Series 2013A Bonds.

4.5) Consideration and Possible Action on Reserve Policy. (Chair Dizmang/Financial Advisor Egan/Finance Manager Williams)

Finance Manager Williams reviewed a proposed Reserve Policy, and after a brief discussion of the proposed policy, of reserves for special projects and future expenditures, the District's financial recovery, the upcoming budget process, and of maintaining transparency, staff was directed to revise the proposed Reserve Policy, have Mr. Steve Perez, General Manager for Rosamond Community Services District, review the Reserve Policy, and present the revised Reserve Policy to the Committee for consideration at the next meeting.

4.6) Consideration and Possible Action on Setting Palmdale Water District's Assessment Rates for Fiscal Year 2013-2014 and Adoption of Resolution No. 13-11 Regarding Said Rates. (Financial Advisor Egan)

Financial Advisor Egan reviewed the process for setting the District's annual assessment rates, and after a brief discussion of the District's fixed costs included in the annual assessment rates and of past assessment rates, it was moved by Committee Member Cordova, seconded by Chair Dizmang, and unanimously carried to recommend approval of Resolution No. 13-11 setting the Palmdale Water District's Assessment Rates for Fiscal Year 2013-2014 and that Resolution No. 13-11 be presented to the full Board for consideration at their next regular meeting.

5) Information Items.

There were no further information items.

6) Board Members' Requests for Future Agenda Items.

General Manager LaMoreaux recommended that "Consideration and possible action on Request for Proposals for auditor" and "Consideration and possible action on Request for Proposals for preparing a rate study" be included on the next agenda and that "Consideration and possible action on 2014 budget" be included on the October agenda.

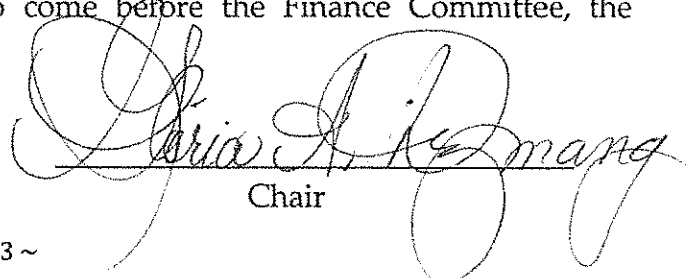
The Proposition 218 water rate process was then briefly discussed.

There were no further requests for future agenda items.

The next Finance Committee meeting was then scheduled for September 11, 2013 at 5:00 p.m.

7) Adjournment.

There being no further business to come before the Finance Committee, the meeting was adjourned.


Chair

MINUTES OF MEETING OF THE FACILITIES COMMITTEE OF THE PALMDALE WATER DISTRICT, AUGUST 19, 2013:

A meeting of the Facilities Committee of the Palmdale Water District was held Monday, August 19, 2013, at 2029 East Avenue Q, Palmdale, California, in the Board Room of the District office. Chair Alvarado called the meeting to order.

1) Roll Call.

Attendance:

Facilities Committee:
Robert Alvarado, Chair
Gordon Dexter, Committee
Member

Others Present:

Dennis LaMoreaux, General Manager
Matt Knudson, Engineering Manager
Tim Moore, Facilities Manager
Jim Stanton, Information Technology Manager
Randy Hardenbrook, Equipment Mechanic Spvrs.
Dawn Deans, Executive Assistant
0 members of the public

2) Adoption of Agenda.

It was moved by Committee Member Dexter, seconded by Chair Alvarado, and unanimously carried to adopt the agenda, as written.

3) Public Comments.

There were no public comments.

4) Action Items:

4.1) Consideration and Possible Action on Approval of Minutes of Regular Meeting Held July 22, 2013.

It was moved by Committee Member Dexter, seconded by Chair Alvarado, and unanimously carried to approve the minutes of the Facilities Committee meeting held July 22, 2013, as written.

5) Information Items.

5.1) Update on Facilities Committee Goals and District Projects. (Chair Alvarado)

Facilities Manager Moore stated that the construction crew has replaced 4,500' of a 5,600' 1950's pipeline replacement project in Avenue Q-5 and 16th Street East and that all the piping is complete on the 3600' Booster Station, the tank is in place and back on line, and cosmetic work remains to be completed for this project.

Equipment Mechanic Supervisor Hardenbrook stated that the pump went out on Well No. 32 and is expected to be back on line in the next few weeks; that the 45th Street generator had some fault code issues but these issues have been corrected; that the clutch has been installed at Well No. 11A and it is hoped this repairs any issues with this well; that source testing on Well No. 15 will take place on August 29; and that he is still searching for a dump truck.

After discussion and clarification of several of these projects, Chair Alvarado inquired if there was any assistance the Facilities Committee could provide to staff regarding District projects.

Facilities Manager Moore and Equipment Mechanic Supervisor Hardenbrook then requested that when considering the 2014 budget, the Committee consider staff's requests for 2014 budget inclusion items as well as the maintenance and other items that have been deferred over the years due to budget concerns.

5.2) Update on Pending Water Quality Regulations. (Operations Manager Thompson II)

General Manager LaMoreaux stated that Operations Manager Thompson II and staff are in Fresno viewing a GAC installation similar to the District's upcoming GAC installation at the Underground Booster Station and that experiment results on the best methods for treating Chromium 6 should be available at the next Committee meeting as well as the proposed regulation for Chromium 6 followed by discussion of this proposed regulation, a concern about well test results in the Lake Los Angeles area, and the installation schedule of the GAC at the Underground Booster Station.

5.3) Update on Security Improvements to Facilities Located at 20th Street East and Avenue Q. (Information Technology Manager Stanton/Facilities Manager Moore)

Information Technology Manager Stanton stated that with the assistance of Facilities Manager Moore, Engineering Manager Knudson, and General Manager LaMoreaux, the RFP for security improvements was finalized and posted on the District's

website and mailed to interested parties with a closing date of September 16 at 5:00 p.m. and that staff is hopeful of some good responses.

5.4) Other.

General Manager LaMoreaux reviewed the purpose and operation of the District's generators.

There were no additional information items.

6) Board Members' Requests for Future Agenda Items.

General Manager LaMoreaux recommended "Discussion and review of deferred maintenance" be placed on the next agenda for consideration.

There were no further requests for future agenda items.

The next Facilities Committee meeting was then scheduled for September 16, 2013 at 5:15 p.m.

7) Adjournment.

There being no further business to come before the Facilities Committee, the meeting was adjourned.

Chair