

# PALMDALE WATER DISTRICT

2029 East Avenue Q • Palmdale, California 93550 •

Telephone (661) 947-4111 Fax (661) 947-8604 www.palmdalewater.org

LAGERLOF, SENECAL, GOSNEY & KRUSE LLP Attorneys



#### **Board of Directors**

ROBERT E. ALVARADO

GORDON G. DEXTER

GLORIA DIZMANG Division 3

KATHY MAC LAREN Division 4

STEVE R. CORDOVA

May 31, 2012

# Agenda for a Meeting of the Facilities Committee of the Palmdale Water District Committee Members: Robert Alvarado-Chair, Gordon Dexter to be held at the District's office at 2029 East Avenue Q, Palmdale

Tuesday, June 5, 2012 5:00 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 x103 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 x103 for public review of materials.

<u>PUBLIC COMMENT GUIDELINES:</u> 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) Roll Call.
- 2) Adoption of Agenda.
- 3) Public Comments.
- 4) Action Items: (The public shall have an opportunity to comment on any action item as each item is considered by the Committee prior to action being taken.)
  - 4.1) Consideration and possible action on approval of minutes of regular meeting held March 21, 2012.

- 4.2) Consideration and possible action on Palmdale Fin and Feather Club Dock Platform Construction Guidelines and Procedures for new construction or replacement of docks at Palmdale Lake and approval of construction of new Dock 29A. (Treatment Plant Supervisor Boka/Systems Supervisor Jeters)
- 4.3) Consideration and possible action on declaring District vehicles as surplus and offering same for sale. (Equipment Mechanic Supervisor Hardenbrook/Facilities Manager Moore)
- 4.4) Consideration and possible action on award of contract for the replacement of the hydro-pneumatic tank located at the 3600' booster station. (\$TBD Budgeted Engineering Manager Knudson)
- 4.5) Consideration and possible action on professional services agreement for monitoring and reporting of wind turbine. (\$10,000/year Budgeted Engineering Manager Knudson)
- 4.6) Consideration and possible action on maintenance agreement for periodic and preventative maintenance of wind turbine. (\$TBD Budgeted Engineering Manager Knudson)
- 4.7) Consideration and possible action on Pipeline Relocation Agreement for APN's 3053-005-902, 903, 905. (Engineering Manager Knudson)
- 4.8) Consideration and possible action on the purchase of a security system at the Leslie O. Carter Water Treatment Plant. (\$50,000.00 Budgeted Treatment Plant Supervisor Boka/Systems Supervisor Jeters)
- 5) Information Items.
  - 5.1) Update on energy efficiency contract with Orion Engineered Systems West. (Engineering Manager Knudson)
  - 5.2) Update on status of repairs to hydro-electric generator for damages caused on May 1, 2012. (Engineering Manager Knudson)
- 6) Board members' requests for future agenda items.
- 7) Adjournment.

MICHAEL A. WILLIAMS,

Finance Manager/CFO

DDL/MAW/dd

# PALM DALE WATER DISTRICT BOARD MEMORANDUM

DATE:

May 30, 2012

June 5, 2012

TO:

**FACILITIES COMMITTEE** 

**Committee Meeting** 

FROM:

Mr. Ed Boka, Treatment Plant Supervisor

Mr. Kelly Jeters, Systems Supervisor

VIA:

Mr. Dennis D. LaMoreaux, General Manager

Mr. Peter Thompson II, Operations Manager

RE:

AGENDA ITEM NO. 4.2 – CONSIDERATION AND POSSIBLE ACTION ON PALMDALE FIN AND FEATHER CLUB DOCK PLATFORM CONSTRUCTION GUIDELINES AND PROCEDURES FOR NEW CONSTRUCTION OR REPLACEMENT OF DOCKS AT PALMDALE

LAKE AND APPROVAL OF CONSTRUCTION OF NEW DOCK 29A.

# Recommendation:

Staff recommends the Facilities Committee approve the Palmdale Fin and Feather Club Dock Platform Construction Guidelines and Procedures for new construction or replacement of docks at Palmdale Lake and approve the construction of new Dock 29A to be located between Dock 29 and Dock 30 and that this item be presented to the full Board for consideration.

# **Alternative Options:**

The alternative is for the Fin & Feather Club Board of Directors to approve dock plans on an individual basis as no guidelines and procedures currently exist.

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

Current practices will continue. No new dock will be constructed.

## Background:

In an effort to streamline their processes, the Fin & Feather Club Board of Directors developed and adopted specific guidelines and procedures for either new construction or for the replacement of old and condemned walkways and docks. District staff concurs with these guidelines and procedures. Staff has reviewed the new guidelines and believes it offers good guidance for dock repair and construction and helps prevent potential contamination of the lake from these activities.

# FACILITIES COMMITTEE PALMDALE WATER DISTRICT

VIA: Mr. Dennis D. LaMoreaux, General Manager Mr. Peter Thompson II, Operations Manager

May 30, 2012

The Palmdale Fin and Feather Club Board is requesting the addition of New Dock 29A. The addition of new Dock 29A will have no detrimental impact on the lake or the District and will be constructed following the Fin and Feather Board approved new guidelines and procedures for new construction of docks. This new dock will be of benefit to the Fin and Feather Club to alleviate dock crowding.

## Strategic Plan Element:

This work is part of Strategic Element 2.0 Natural Resources Management.

## **Budget:**

Approval of the guidelines and procedures and construction of the new dock will have no impact on the District's budget.

# **Supporting Documents:**

- Current lease between the Palmdale Water District and the Palmdale Fin and Feather Club
- Palmdale Fin and Feather Club Dock Platform Construction Guidelines.
- Letter from Palmdale Fin and Feather Club Board President Perry Duggan
- Map of Palmdale Lake showing potential placement of Dock 29A.

## AGREEMENT TO EXTEND AGREEMENT OF LEASE

This Agreement to Extend Agreement of Lease is entered into and effective as of the <u>13th</u> day of December, 2006, by and between PALMDALE WATER DISTRICT ("District") and PALMDALE FIN AND FEATHER CLUB, INC. ("Club").

#### RECITALS

- A. The District and the Club previously entered into an Agreement of Lease dated November 25, 1996 (the "Lease Agreement"), under which the Club agreed to lease from the District, and the District agreed to lease to the Club, the "premises" defined in the Lease Agreement in accordance with the provisions of that agreement.
- B. The Lease Agreement provides that the term of the Club's lease of the premises will expire on December 31, 2006, and the Club desires to extend the term of its lease of the premises for ten (10) additional years. The District is amenable to extending the term of the Club's lease for that additional period in accordance with the terms and conditions set forth below.

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

- 1. Revision to Real Property Excluded from Lease. Exhibits A and B to the Lease Agreement are deleted in their entirety and are replaced by Exhibits A and B attached hereto, which add to the real property excluded from the defined premises the cross-hatched property on those exhibits situated immediately southeast of the entrance to the District's Water Treatment Plant at the intersection of 5<sup>th</sup> Street East and Avenue S.
- 2. Extension of Term. The term of the Club's lease of the premises is extended, to terminate on December 31, 2016. The District also grants to the Club the exclusive right to renew the lease on that subsequent termination for two additional five-year terms, which right to renew must be exercised by written notice from the Club to the District delivered at least ninety (90) days prior to the above-referenced termination date. The District may evaluate and adjust the rental amount as necessary prior to accepting each five-year option.
- 3. <u>Use.</u> In addition to the provisions of Paragraph 2 of the Lease Agreement concerning use of the premises by the Club, the Club shall comply with all conditions required by the Los Angeles County Regional Planning Commission in its Nonconforming Review Case No. 03-159-(5), as approved by said Commission on November 17, 2004. A copy of those conditions is attached hereto as Exhibit C.
- 4. Payment for Water Used by Club. The Club will be responsible for paying for water it uses at the premises, which shall be paid on an annual basis with the Club's annual rent payment in accordance with Paragraph 7 of the Lease Agreement. For the calendar year 2007, the Club shall pay \$800.00 per month for its water use, for a total

annual payment of \$9,600.00 for that year. Thereafter, the Club shall pay for water used based on its actual metered usage from the prior calendar year. By way of example, the amount the Club shall pay for water use in calendar year 2008 shall be based on its actual usage in calendar year 2007.

Lease Agreement to Remain in Effect. Except as amended by Paragraphs 1 through 4 of this Agreement to Extend Agreement of Lease, the Lease Agreement shall remain in full force and effect.

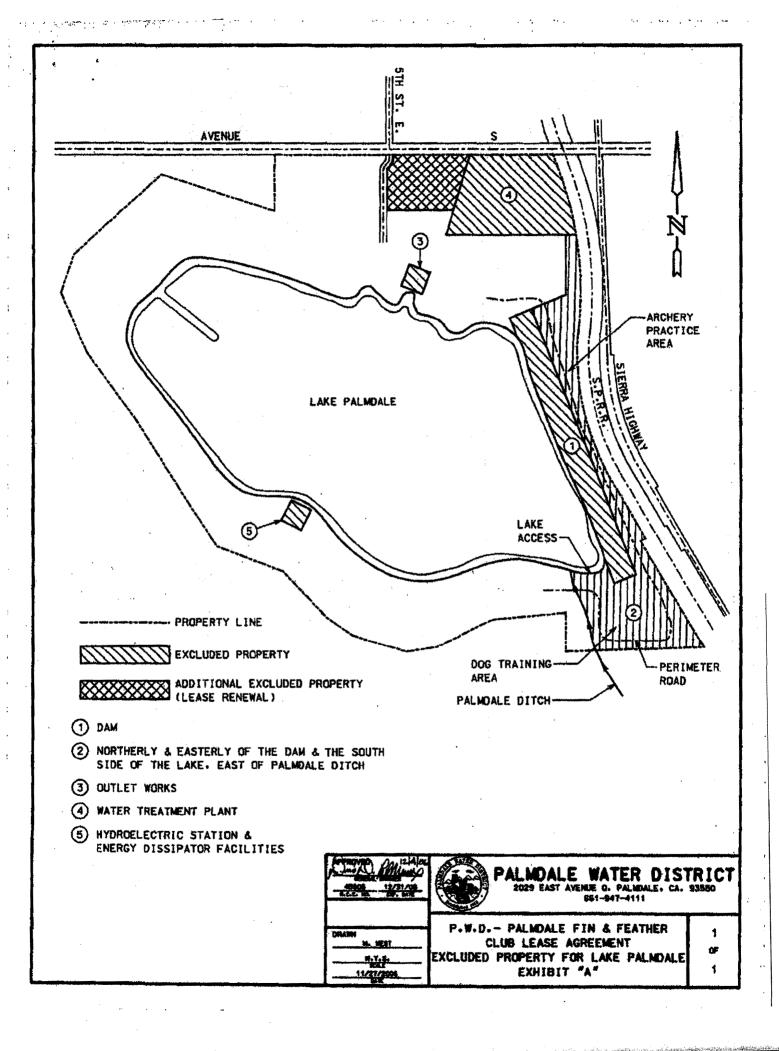
Signed the date and year first written above.

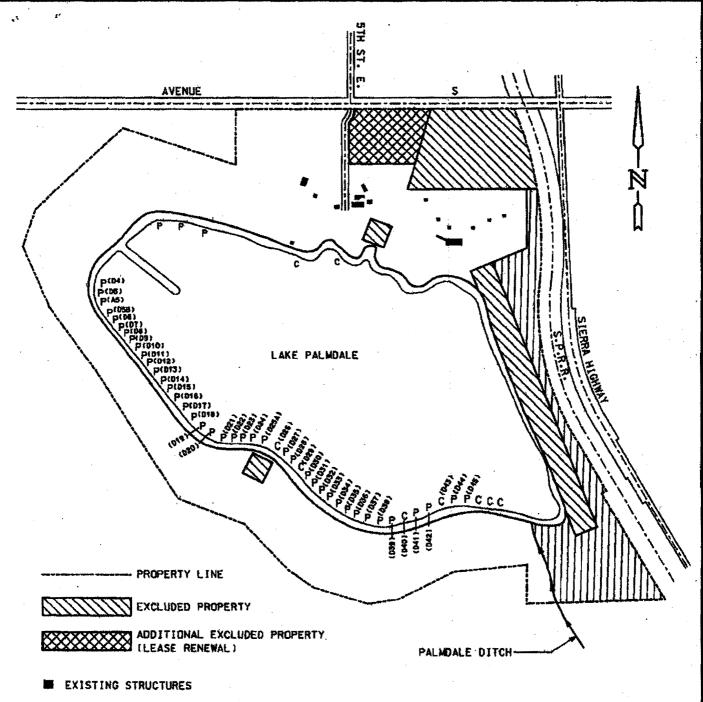
PALMDALE WATER DISTRICT

PALMDALE FIN & FEATHER CLUB, INC.

Raul Figueroa, President

Charles R. Love, Sr., President





- C CLUB DOCKS (DOCK NUMBERS)
- P PRIVATE DOCKS (DOCK NUMBERS)

THE PARTY OF	PALMOALE WATER DIS 2029 EAST AVENUE G. PALMOALE, CA.	TRICT
DRAIN N. VEST	P.W.D PALMDALE FIN & FEATHER CLUB LEASE AGREEMENT EXISTING STRUCTURES EXHIBIT "B"	1 or 1

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

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

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

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

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

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

If additional inspections are required to ensure compliance with the conditions of this grant, or if any inspection discloses that the subject property is being used in violation of any condition of this grant, the permittee shall be financially responsible for and shall reimburse the Department of Regional Planning for all additional inspections and for any enforcement efforts necessary to bring the subject property into compliance. The charge for additional inspections shall be the amount equal to the recovery cost at the time of payment. The current recovery cost is \$150.00 per inspection.

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

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

efficient irrigation system, such as "bubblers" or drip irrigation, for irrigation of all landscaped areas except where there is turf or other ground cover.

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

RJF: MBM 12/1/2004

# **AGREEMENT OF LEASE**

AGREEMENT AND LEASE made this 25 day of Marier, 1996, by and between PALMDALE WATER DISTRICT (District) and PALMDALE FIN AND FEATHER CLUB, INC. (Club).

This Agreement and Lease is made with reference to the following:

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

District is the owner of Palmdale Lake (Lake) and certain land contiguous to and surrounding the lake, located on the Southerly side of Avenue S and extending generally from the Antelope Valley Freeway on the West to Sierra Highway on the East, all in Palmdale, Los Angeles County, California. The real property owned by the District is shown on Exhibit "A" and is bounded by wire fencing. Real property excluded from the lease to the Club is also shown on Exhibit "A". References on the exhibit correspond to the following areas:

- 1) Palmdale Dam;
- 2) Areas Northerly and Easterly of the Dam, the area on the South side of the Lake, East of the Palmdale Ditch for hunting and fishing. The following uses are allowed at locations identified on Exhibit "A":
  - a. Archery practice
  - b. Dog training
  - c. Lake access
  - d. Use of perimeter road
  - e. One trip per day across the Dam by the Caretaker;
- 3) The area adjacent to the outlet works;
- 4) The area adjacent to the 2.6-million gallon reservoir and the Water Treatment Plant, and all of the area North or West of the Water Treatment Plant site; and,
- 5) The area adjacent to the hydroelectric station and energy dissipater facilities Southwest of the Lake.

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

The present lease between District and Club expires on December 31, 1996. Club wishes to continue leasing the premises, and District is willing to execute such a lease subject to the provisions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

## 1) TERM

District hereby leases to Club, and Club hereby leases from District, the above-described premises for a period of ten years beginning January 1, 1997, and terminating December 31, 2006. District also grants to Club the exclusive right to renew this lease on its termination for two additional five-year terms. If Club elects to renew the lease, it shall notify District in writing of that election at least 90 days prior to the termination of the lease period. District reserves the right to evaluate and adjust the rental amount as necessary prior to accepting each five-year option.

The lease period described in this section is subject to termination as provided in the remaining sections of the Agreement. Nothing in this Agreement constitutes a joint venture or partnership between District and Club regarding the Club's operations.

## 2) USE

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

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

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

Club agrees to prevent entry by its members, officers, or employees into the excluded areas of the property listed in the preamble to this agreement for any purpose

other than providing security for the premises or maintenance activities requested by the District.

Club agrees to maintain the premises using volunteers, community service workers, or other forces as required. Maintenance activities shall include facilities constructed and operated by Club, reasonable trimming of trees and other landscaping, trash and litter collection, and clearing vegetation from the road mid-height on the East side of the Dam to and including the West face on the Dam. Club shall be responsible for the disposal of all waste material resulting from maintenance activities.

# 3) LIMITATIONS ON USE AND TERM

Club understands and acknowledges that the real property comprising the premises is owned and held by District in trust for the people within the Palmdale Water District, and that the public use of District property is paramount to any other use. Accordingly, Club agrees that the use of and operation on the premises by Club are at all times subject to the prior and paramount use of District for any lawful District purpose. Further, the terms of this lease are subject to the superior right of District to re-negotiate the conditions of the lease as required by District operations upon six months' written notice by District. Club agrees that failure to reach agreement on any change proposed by District will result in termination of the Agreement.

# 4) FACILITIES

Existing facilities on the premises are shown on Exhibit "B" attached to the Agreement. The parties agree to handle relocation and removal, new construction, and ownership upon termination according to the following paragraphs.

- a) Relocation and Removal: If District at any time has reasonable justification for exercising its right to use the premises for any lawful District purpose and use shall require the relocation or complete removal of Club's facilities, District shall so notify Club in writing. Club shall have six months from the date of the notice to complete the relocation or removal. Any relocation or removal not completed within the six months shall be done by the District at the expense of the Club. Arrangement for payment of the subject costs will be submitted to and approved by the District Board of Directors.
- b) New Construction: Club agrees that it will not make major alterations or improvements on the premises without first securing written authorization from the District. Major alterations or improvements shall be defined as any dock, pier, shelter, etc. constructed in the Lake and the construction of any building, fence, wall, roadway, etc. on the remaining property. Club shall remove any unauthorized alterations or improvements constructed by Club upon notice from District within the time frame stated in Paragraph 4.a and shall hold District harmless from such costs.

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

with District insurance requirements, indemnification statements and lien protection for the premises.

c) Termination of Agreement: District will determine the need and usefulness of any alterations or improvements in place when termination procedures are executed under the Agreement. Club shall be notified of the determination and shall be responsible for the cost of removing those alterations or improvements so directed by District. Remaining alterations or improvements constructed on the premises shall become District's property at no cost to District.

## 5) INSURANCE

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

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

# 6) INDEMNIFICATION

Club shall indemnify and hold harmless the District and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the occupation described herein, caused in whole or in part by any negligent act or omission of the Club, anyone directly or indirectly employed by the Club or anyone for whose acts the Club may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the District.

#### 7) RENT

The rental for the premises shall be \$3,000 per calendar year or five percent of the gross receipts of Club as per Club's annual audit for the previous calendar year, whichever is greater, payable on February 15 of each year in advance. Said amount must be submitted to District within 30 days. If, through no fault of Club, hunting and fishing become impossible on the premises for any reason, then Club shall pay rental of three percent of the gross receipts during the period hunting and fishing are not possible. The regular rental shall resume when hunting and fishing are restored.

## 8) REPORTS AND AUDITS

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

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

# 9) BYLAWS OF THE CLUB

Club agrees to conduct its operations under a set of Bylaws that are subject to District's review and approval prior to revision. Approved Bylaws shall become Appendix A of the Agreement and contain the following as a minimum:

- a) Adequate policing regulations over the conduct upon the premises of its members to ensure compliance with the Bylaws;
- b) Responsibility for the prosecution of members for any violation of State or County laws or regulations relating to the premises;
- c) Adoption and enforcement of rules, regulations and bylaws for the operations of the Club by an elected Board of Directors;
- d) A member must own real property within and reside within the boundaries of the District to be eligible as an officer in Club;
- e) Local membership in Club shall be limited to owners of real property within the boundaries of the Palmdale Water District;
- f) Only local members may vote, and each local member shall be entitled to one vote and may not vote by proxy;
- g) Associate memberships may be granted to persons to whom the Board of Directors of Club may see fit to extend such membership, upon payment of proper dues and initiation fees. Associate members shall enjoy all the privileges of local members except that they may not vote or hold office;
- h) The privileges of Club, except that of holding office and voting, shall be extended to the immediate family of each member or associate member. The term "immediate family" means spouse and dependent minor children;
- i) Dues setting and increases by Club shall be determined by its Board of Directors

#### 10) TAXES

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

## 11) CARETAKER AS INDEPENDENT CONTRACTOR

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

## 12) DEFAULT

In the event of default in the payment of rent, maintenance of insurance coverage, or of other covenants of this lease by Club, District shall serve written notice on Club of such default. If the default is not cured within ninety days after the receipt of such notice, District may declare this lease terminated or evaluate conditions leading to the default.

# 13) ASSIGNMENT

This lease may not be assigned, and the premises may not be sublet, without the written consent of District. Any assignment or sublease without the written consent of District shall be void.

SIGNED the date and year first above written.

PALMDALE WATER DISTRICT

PALMDALE FIN & FEATHER CLUB, INC.

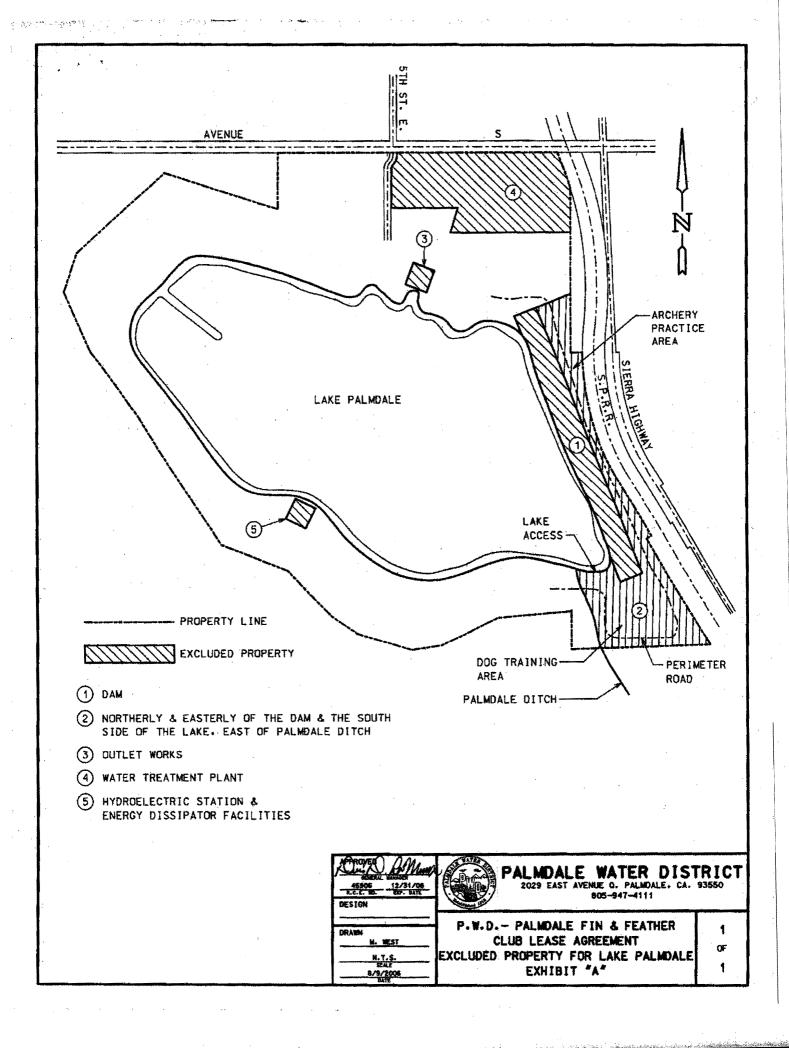
By: Jesti O. Carte

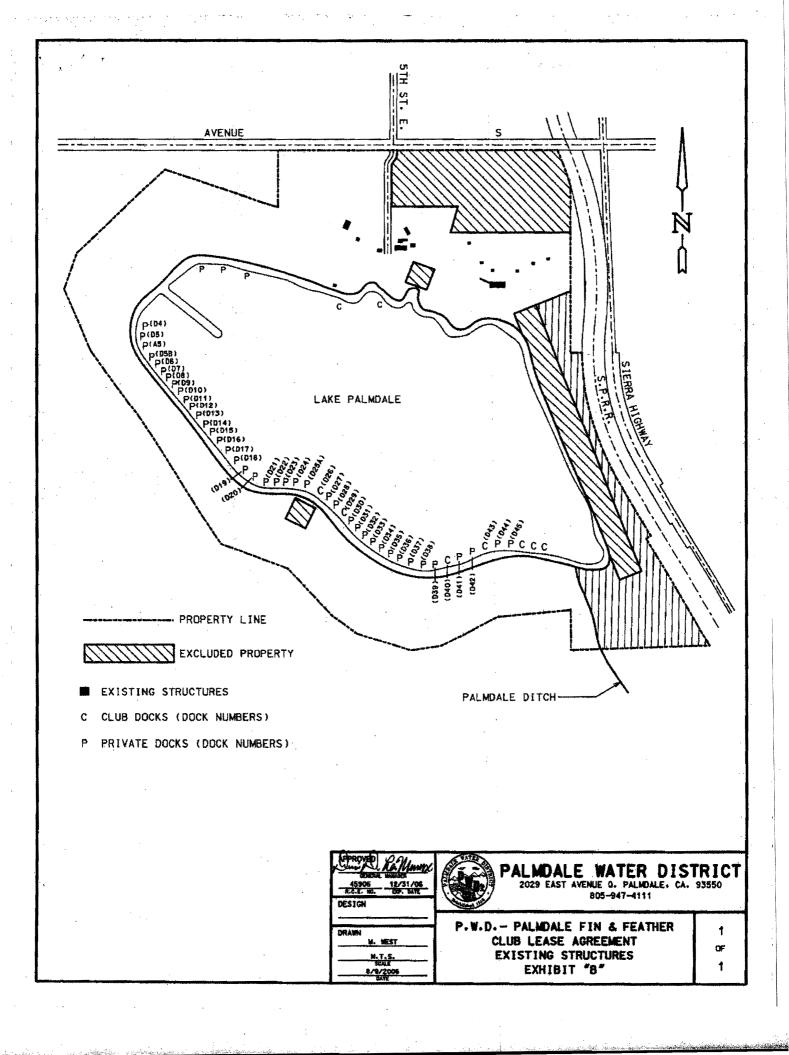
President of its Board of Directors

Dy.

Secretary of its Board of Directors

Vice Precident





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

All changes as of February 01, 1989 incorporated

# ARTICLE I CORPORATED POWERS

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

#### ARTICLE II SEAL

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

# ARTICLE III OFFICE

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

#### ARTICLE IV BOARD OF DIRECTORS

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

Section 2: The Directors shall be elected at the annual meeting. They shall serve for two (2) Years, and until their successors are elected. No members elected to the Board of Directors shall serve as a member of the Board for more than two (2) consecutive terms, or a total of four (4) years consecutively. Their term of office whall begin immediately after election. There shall be alternate elections of directors, four (4) one year, and five (5) elected the next year. Vacancies in the Board of Directors shall be filled by the Directors remaining in office, though less than a quorum, and such members so appointed shall hold office until his successor is elected.

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

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

#### ARTICLE V OFFICERS

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

#### ARTICLE VI PRESIDENT

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

#### ARTICLE VII VICE PRESIDENT

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

#### ARTICLE VIII SECRETARIES AND TREASURER

Section 1: The Recording Secretary shall keep a full and complete record of the proceedings of the Board of Directors and of the meeting of the members; shall keep the Seal of the Club and affix the same to such papers and instruments as may be required in the regular course of business; shall make service of such notices as may be necessary and proper; shall supervise and control the keeping of the books and records of the club; shall discharge such other duties as pertain to the office or as prescribed by the Board of Directors.

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

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

# ARTICLE IX MEETINGS OF THE CLUB

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

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

#### ARTICLE IX- cont.

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

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

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

# ARTICLE X CERTIFICATE OF MEMBERSHIP

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

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

#### ARTICLE XI MEMBERSHIP

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

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

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

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

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

# ARTICLE XII INITIATION FEES AND DUES

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

# ARTICLE XIII SUSPENSION AND EXPULSION OF MEMBERS

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

# ARTICLE XIV

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

#### ARTICLE XV AMENDMENTS

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

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

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

# ARTICLE XVI RECREATION, FISHING AND HUNTING REGULATIONS

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

PALMDALE FIN AND FEATHER CLUB, INC. BOARD OF DIRECTORS

# DOCK PLATFORM

CONSTRUCTION GUIDELINE ...





# POST OFFICE BOX 56 • PALMDALE, CA 93590 PHONE (661) 947-2884 • FAX (661) 947-2832



These guidelines, procedures and materials are an outline of the new construction or replacement constructions of old and condemned walkways and docks.

These guidelines are a result of the accumulation of existing docks that have endured the harsh environmental elements and daily use from past years.

These new structures will be handicap accessible and provide a safe platform in which all members may use.

These guidelines have been approved by the Palmdale Fin and Feather Club Board of Directors

Perry Duggan- Perry Dugga
Chris Gravois - Chris Gravois
Doug Wilson - Wille H J Will
Eddie Bastedo - Edical Bastedo -
Joe Chanky - Joe Chanky
Bob Zinner -
Peter Salgado - Cultus Lugado # 318
Larry Peterson Carry Peterson &

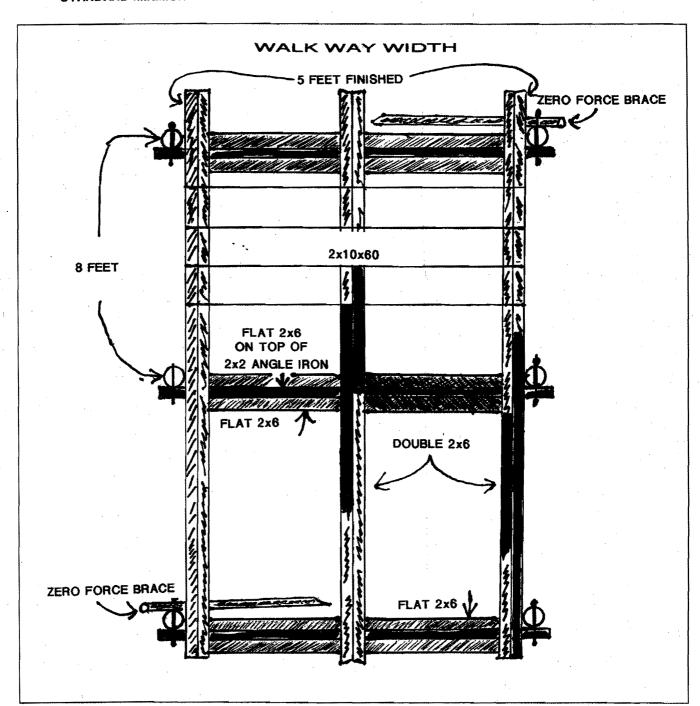
DOCK PLATFORM 20ft x 15ft SUPER STRUCTURE ORIGINAL DOUBLE 2-1/4 OD GALV PIPE 3/8-2x3 ANGLE IRON 2x6 DFG 40 INCHES 2x12 TOP LEDGE 1: .: 44 INCHES ZERO FORCE BRACE SUPPORT TABS WELD 1-4 2x3x2-1/2 1-4 2x3x2-1/2 ANGLE IRON SUPPORT TABS WELD ALL 2x10 DECK PLANK : • : : -; 1-8 2x2 ANGLE IRON **BOLTED** DOUBLE **BOLTED CROSS SUPPORT ANGLE IRON** 30 INCHES BOLTED ALL SUPPORT PIPE TO LAKE BASE SCH 40 GLV PIPE WELD AT WELD AT END 20 : -: **DESIGN BY Larry Peterson** 

# Dock Walk Way



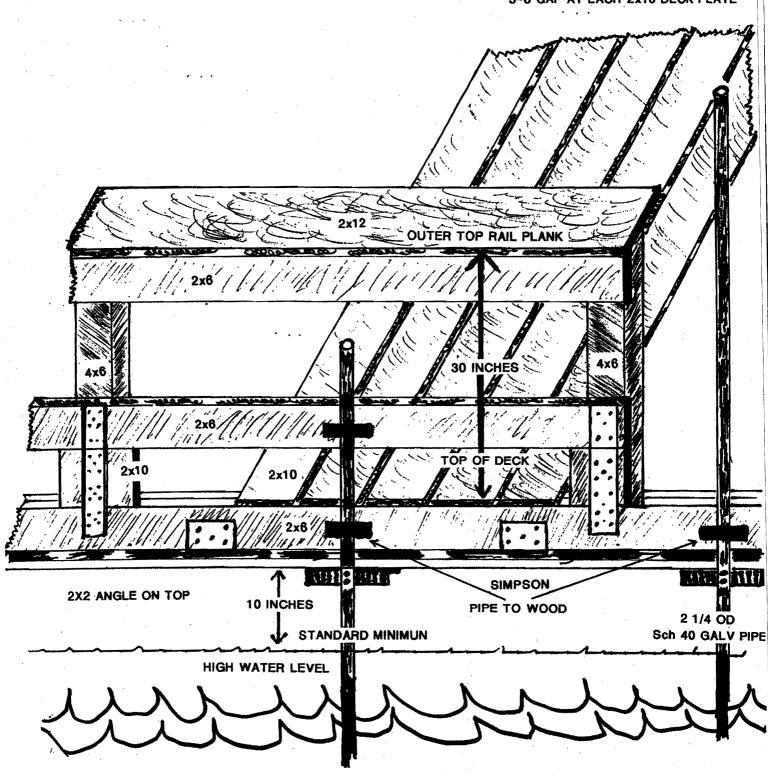
- Free standing (not attached to dock platform.
- Wheel chair access. 4' OR LARGER
- 2X6 double, edges and center.
- Walkway top 2X10X5' finished.
- Zero force brace, opposite sides, every 4<sup>th</sup> walkway support pipe.
- Hand rail one side only at 40" from top of walkway deck

# STANDARD MINIMUN WIDTH 4 FEET



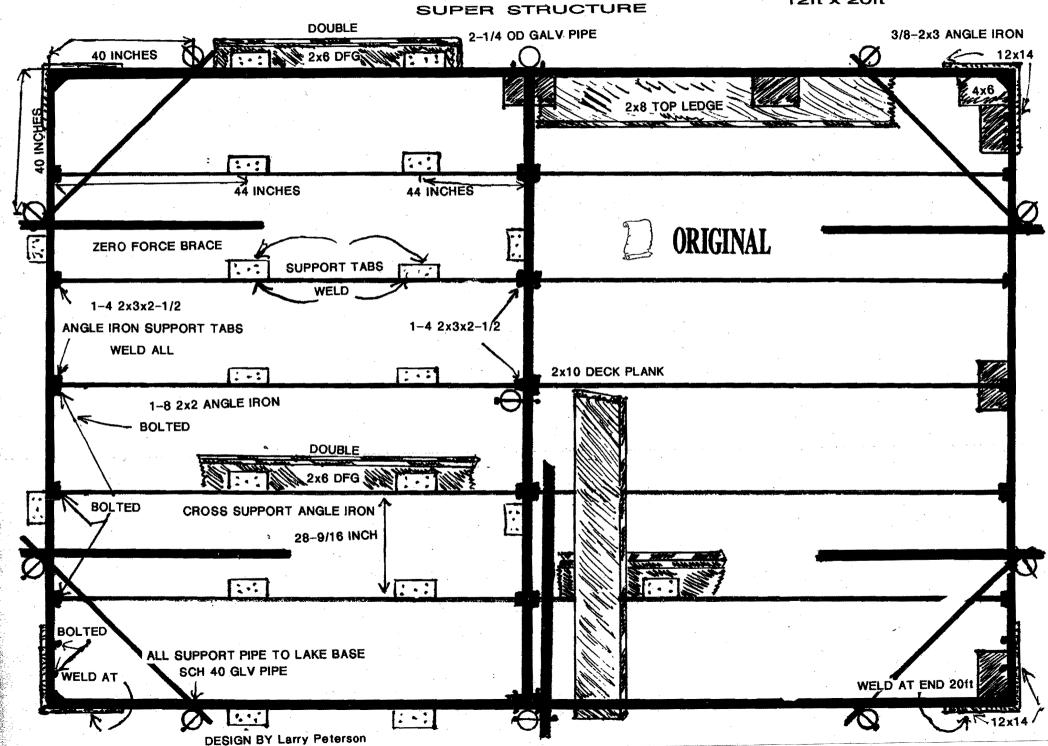


3-8 GAP AT EACH 2x10 DECK PLATE



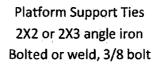
PICNIC DECK

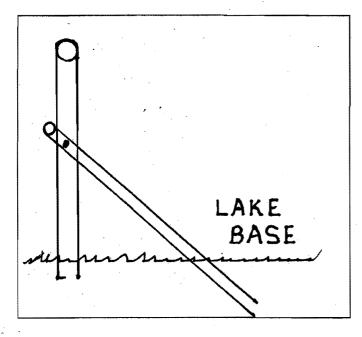
12ft x 20ft

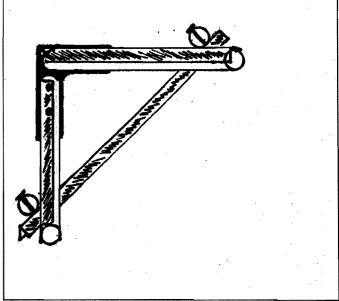




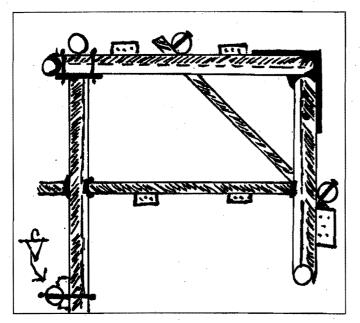
Zero Force Brace 1 ¼" - 1 ½" Pipe 45 angle or less



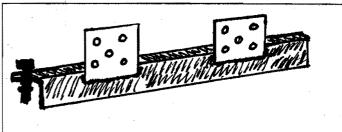




Platform Cross
Brace support
2X angle iron bolted 3/8



Weld 6"X6" steel tabs to side of angle iron. 2 places equal distance apart with screw hole predrilled.

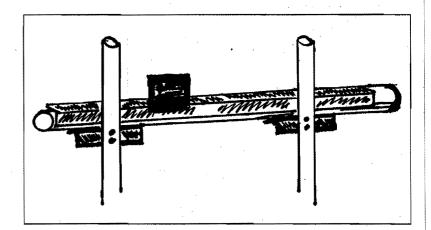


Attach 2X6 cross supports on top of 2X2 angle iron screw to welded tabs.

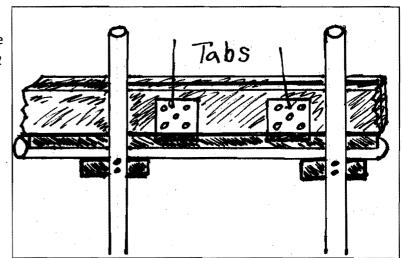
# **Dock Platform Option 1**



 Platform top pipe, weld 2X2 angle iron on top outside wedge.

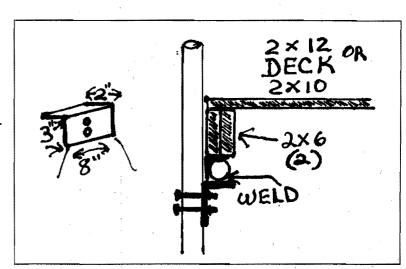


 Weld tabs to outer edge of angle iron. Screw to cross brace lumber. Top Deck 2X10 or 2X12



• Platform:

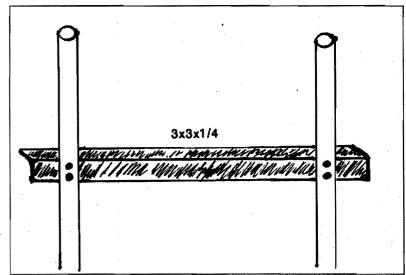
Top pipe weld 2"X3"X3/8" 8 inches long. Bottom weld 2' side flush to outside edge, 3" outside edge, 3" outside down. Bolt to dock pipe support.



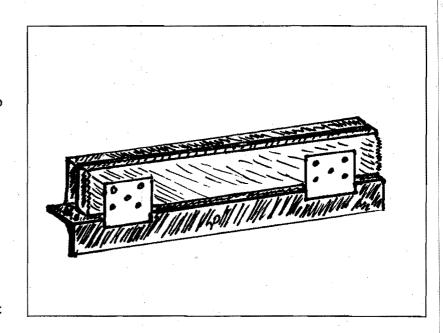
# **Dock Platform Option 2**



Platform top plate may use
 3x3x1/4 angle iron bolted
 with 2-3/8 or larger bolts,
 washers and nuts or welded to
 pipe supports.

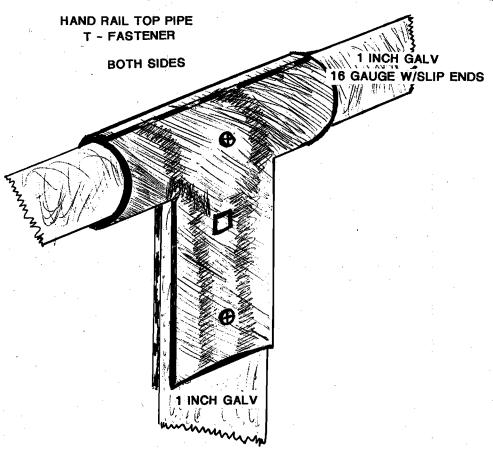


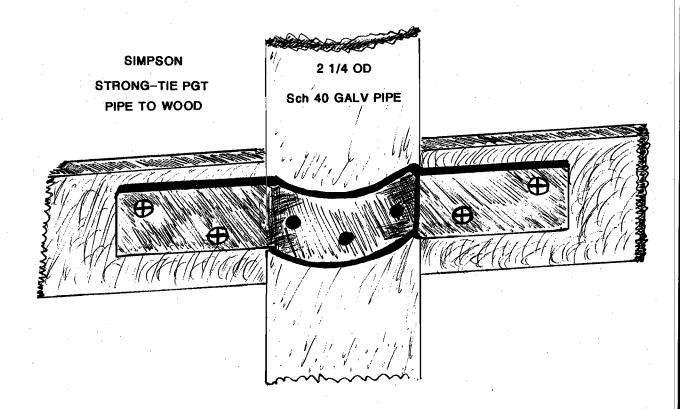
 Top plate tabs welded on outside edge of angle iron.
 Screws or lag bolts used to secure base plate lumber to platform top plate.



NOTE: When welding angle iron to support pipe, no future adjustment is available.







# **Prohibited Materials**



,	Treated lumber
,	Plywood
•	Particleboard
,	T-11-Panel
,	Masonite
,	Dry wall screws
,	Rope, chain or cable for hand railing
,	Tires
,	No painted docks ·
,	_ STYROFOAM FLOATING DOCKS OR WALKWAYS
,	
,	

# Approved Lumber, Hardware and Sealer



### Lumber:

Douglas Fir #2 or better.

#### Sealer:

Boiled Linseed Oil or Thompson's Water Seal.

#### Screws:

- · Deck mate coated 3" screws.
- Screw head PSD-2-2
- Pan Tapping screws # 12 X 2 1/2 A

#### Bolts:

• Galvanized or Zinc plated.

#### Washers:

- Galvanized or Zinc.
- 3/8 X 1" zinc and 3/8X2" zinc.

#### Nuts:

- Lock Tite Zinc harden steel # 5 bolts as needed on dock platform.
- Hardened steel bolts (zinc) #3 as needed for walkway and railing.

## Nails:

 Bright ring shank common nails 8d - 2 1/2" 6.35cm. To be used with Simpson Strong Tie, Teko's Joist Hangers and other steel fasteners as needed.

#### Screws:

 Hex-Washer self drill screws. Zinc pipe - platform support, walkway that passes through water to lake base. SCH40 galvanized minimum.

<sup>\*</sup>Steel and iron may be used above water level.

## **Approved Fasteners**

# ORIGINAL

## Simpson Strong Tie:

- 1. Pipe to wood, P6T ( see diagram)
- 2. Pipe to T-Fastener
- 3. Teko
- 4. Joist Hangers
- 5. Steel square 1/4 x 2 1/2 x 2 1/12 center span.

\*Each corner wrap. Steel 13 gauge and all support tabs.



### Dock Platform - Super Structure Materials List

- Pipe: SCH 40 Galvanized 2 1/4 od 21ft, 13 pcs.
- Pipe: Zero Force Brace. 1 1/2 od, 18 gauge (or better), 21ft, 10 pcs.
- · Pipe: SCH 40 2 1/4 od Galvanized 16ft, 3 pcs.
- Center truss: Square steel tube, 3 x 3, 16ft, 1 pcs.
- Angle iron: 2 x 2 x20', 12 pcs.
- Angle iron: 1/4 x 2 x 3 x 10', 3 pcs.
- Angle iron: 3/8 2 x 3 x 26', 4 pcs.
- Steel tabs: 6" x 8" (to be welded at supports) 34 each platform.
- Steel Corner Fasteners: 13 gauge 5" x 16"
- Nuts, bolts, washers, deck screws, and hex-washer self tap screws as needed.

### Lumber Take-off



### Walkway:

Each 5' x 20' section = 240" =

 $\cdot 2 \times 6 \times 12' = 6$ 

100 ft. of walkway 12' - 30

 $\cdot 2 \times 6 \times 10' = 6$ 

100 ft. of walkway 10' - 30

•  $2 \times 6 \times 10' = 5$  Brace

•  $2 \times 10 \times 10' = 13$ 

100 ft. of walkway 65 pieces/130 pieces

## Platform Deck over Pipe:

Each 5' x 20'

• 2 x 6 x 10' - 40 pcs.

• 2 x 6 x 8' - 20 pcs.

• 2 x 10 x 16' - 26 pcs.

• 2 x 12 x 16' - 3 pcs.

• 2 x 12 x 10' - 2 pcs.

• 4x 6 x 8' - 7 pcs

Total: 98

#### Picnic deck:

12' x 20'

- 2 x 6 x 8' 20 pcs.
- 2 x 6 x 10' 40 pcs.
- 2 x 10 x 8' 3 pcs.
- 2 x 10 x 16' 26 pcs.
- 2 x 12 x 12' 4 pcs.
- 4 x 6 x 8 6 pcs.



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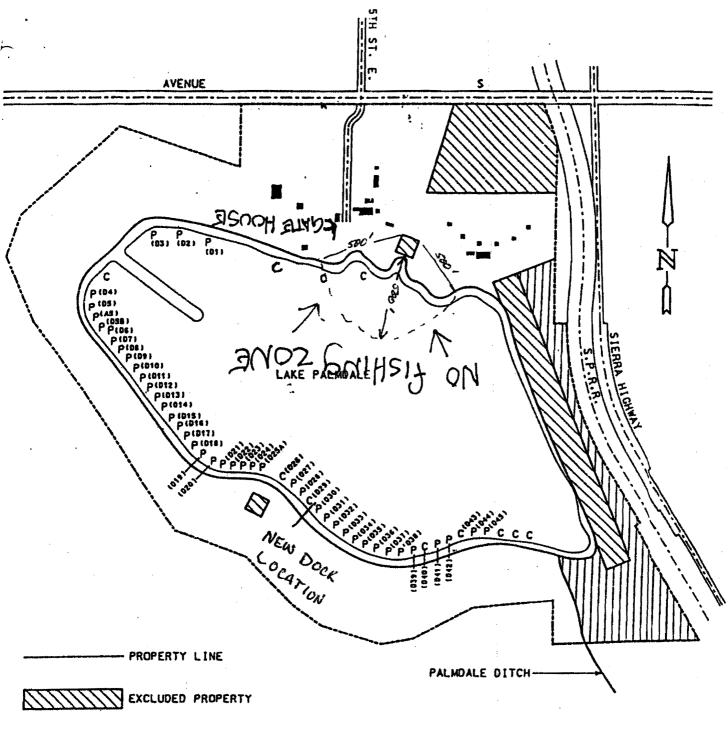
Palmdale Water District,

The Fin and Feather Club Board of Directors would like to submit for your consideration, the construction of a new dock to be located on the south side of the lake, just east of the PWD building. The exact location is to be between existing Club Dock number 29 and private member Dock 30. The new dock will be referred to as Dock 29A.

All construction is to be completed under the new guidelines submitted to PWD at the Fin and Feather board meeting of May 1st, 2012.

-Palmdale Fin and Feather Club

Persident



- **EXISTING STRUCTURES**
- CLUB DOCKS (DOCK NUMBERS)
- PRIVATE DOCKS (DOCK NUMBERS)





# PALMDALE WATER DISTRICT 2029 EAST AVENUE Q. PALMONIE, CA. 93550

805-947-4111

- PALMOALE FIN & FEATHER CLUB LEASE AGREEMENT

**DATE:** May 30, 2012 **June 5, 2012** 

TO: FACILITIES COMMITTEE Committee Meeting

**FROM**: Mr. Randy Hardenbrook, Equipment Mechanic Spysr.

Mr. Tim Moore, Facilities Manager

VIA: Mr. Dennis D. LaMoreaux, General Manager

RE: AGENDA ITEM NO. 4.3 – CONSIDERATION AND POSSIBLE ACTION

ON DECLARING DISTRICT VEHICLES AS SURPLUS AND

OFFERING SAME FOR SALE.

#### **Recommendation:**

Staff recommends District vehicles PWD09FACV-19 and PWD09FACV-10 be declared as surplus property and offered for sale.

#### **Background:**

Truck 19 (PWD09FACV-19) is a 1996 Ford F250 with 151,000 miles. The utility bed has been removed and re-utilized to up-fit Truck 85.

Truck 10 (PWD09FACV-10) is a 1998 Ford F150 with 110,000 miles. While this is not the highest mileage truck, it has an anti-lock brake issue rendering the truck unsafe to operate. The issue cannot be resolved due to lack of parts availability.

#### **Strategic Plan Element:**

This work is part of Strategic Element 3.0 Infrastructure Management.

#### **Budget:**

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

**DATE**: May 31, 2012 **June 5, 2012** 

TO: FACILITIES COMMITTEE Committee Meeting

**FROM:** Mr. Matt Knudson, Engineering Manager

VIA: Mr. Dennis D. LaMoreaux, General Manager

RE: AGENDA ITEM NO. 4.4 – CONSIDERATION AND POSSIBLE ACTION

ON AWARD OF CONTRACT FOR THE REPLACEMENT OF THE HYDRO-PNEUMATIC TANK LOCATED AT THE 3600' BOOSTER

STATION.

Additional information on this item will be distributed at the Facilities Committee meeting.

DATE:

May 31, 2012

June 5, 2012

TO:

**FACILITIES COMMITTEE** 

**Committee Meeting** 

FROM:

Mr. Matthew R. Knudson, Engineering Manager

VIA:

Mr. Dennis D. LaMoreaux, General Manager

RE:

AGENDA ITEM NO. 4.5 – CONSIDERATION AND POSSIBLE ACTION ON PROFESSIONAL SERVICES AGREEMENT FOR MONITORING

AND REPORTING OF WIND TURBINE

#### Recommendation:

Staff recommends the District enter into a professional services agreement with Black & Veatch Corporation for remote monitoring and diagnostics services associated with the wind turbine for a period of 3-years in the not-to-exceed amount of \$10,000 per year.

#### Background:

The attached proposal will cover continuous on-line performance and equipment monitoring of the District's wind turbine located at the Leslie O. Carter Water Treatment Plant by Black & Veatch Corporation, which will closely monitor and track the performance and efficiency of the wind turbine and inform the District of any anomalies that may be detected in order to ensure peak performance and revenue generation of the wind turbine. Black & Veatch is waiving all set-up fees associated with this project and will also be providing quarterly reports that will include a summary of wind speeds, power expected, power generated, operational availability and the offset billing for Southern California Edison bills.

#### **Strategic Plan Element:**

This work is part of Strategic Goal 3.0 – Infrastructure Management

#### **Budget:**

The approved 2012 Budget has \$23,274 available for contracted services, and if the Board accepts this proposal, the agreement will take effect July 1, 2012, and \$5,000 will be paid out under the 2012 Budget.

#### **Supporting Documents:**

 Proposal submitted by Black and Veatch Corporation – Remote Monitoring & Diagnostics Services



# REMOTE MONITORING & DIAGNOSTICS SERVICES

Palmdale Water District



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## 1.0 Summary

Long-term and sustained excellence in wind turbine performance and availability improvement requires an investment in people, processes, and tools. Through the unique PowerPlantMD solution, Palmdale Water District can leverage Black & Veatch's PowerPlantMD software platform and Kansas City based Monitoring & Diagnostics Center staff to bring best-in-class monitoring and diagnostic process management as a complement to your plant operations and maintenance strategies. This proposal provides a basic understanding of all aspects of the PowerPlantMD solution with specific scope and pricing for software and services requested by Palmdale Water District.

#### 1.1 Black & Veatch

Black & Veatch is a single-source supplier for consulting, engineering, procurement, and construction services around the globe. The employee-owned company has more than 8,500 professionals located in over 90 offices worldwide. The core competencies of managing projects and application of key technologies allows Black & Veatch to deliver services that help its clients create value for their stakeholders. Within our Consulting Engineering Services / Renewable Service (CES/RS) business we provide industry leading asset management services that focus performance optimization, operations, and maintenance and outage services for our clients operating in regulated and competitive environments.

#### 1.2 PowerPlantMD Platform

The PowerPlantMD Platform is an integrated software suite providing data transparency between plant planning processes, measured operations data, and maintenance activities. The software platform is built generically such that existing planning tools (spreadsheets, databases), process data historians, and performance monitoring tools can be integrated. The platform integration capabilities extend across asset types to include renewable generation, fosil generation, and water treatment facilities enabling the client to monitor all assets in a single location. While all existing client tools and processes are integrated, PowerPlantMD can provide any missing functionality such that regardless of the current level of sophistication. See APPENDIX A for more information on the platform software capabilities.

#### 1.3 PowerPlantMD Monitoring & Diagnostics (M&D) Center

The Black & Veatch PowerPlantMD Center was founded in 2001 as a means for helping our clients take tangible steps toward achieving their ever more demanding plant operations and maintenance goals. The Center is designed to leverage Black & Veatch's industry leading power engineering consulting capabilities, 20+ years of performance monitoring expertise, and the industry defining PowerPlantMD Platform software. Black & Veatch's PowerPlantMD Center process has been applied to 99 units representing over 28,000 MW of power generation capacity. Each of our clients is available as a positive reference. Black & Veatch has the scale of resources and flexibility to make any outsourced monitoring program a success!

The PowerPlantMD Center is process centric, not tools centric. Some plant assets operate at a high enough capacity factor to justify the implementation of advanced optimization tools. For other plant assets it may be difficult to cost justify any performance analytic tools beyond the plant historian. All operating plants, however, can benefit financially from a proactive Monitoring & Diagnostics program. Through PowerPlantMD, Black & Veatch excels at helping our clients make more effective use of the myriad of available plant data and tools, whatever the level of sophistication. Success in this effort is vital to real and sustainable improvement in plant efficiency, capacity and reliability as well as enabling the plant's O&M team to improve the ratio of proactive to reactive activities. Key to a successful monitoring and diagnostic program is an effective process to support the communication associated with diagnosis, prioritization, and action planning. PowerPlantMD.com provides a user friendly communication environment for discussing and diagnosing plant problems, planning remedial action, and knowledge capture.



Black & Veatch has developed a methodology and process that properly balances the roles of software tools, processes and people; encompassing four primary elements.

<u>Anomaly Detection & Diagnosis</u> – Leverages the capability of advanced mathematics and technology to enable automated "mining" of plant data for meaningful plant equipment and process anomalies. The analytical talent of the engineers are properly focused on validating and diagnosing these anomalies rather than simply handling and screening data.

<u>Trend Analysis & Quarterly Reporting</u> – Supplements the anomaly detection process by leveraging automated long-term trend analysis to identify problems that aren't readily apparent through the Anomaly Detection & Diagnostics process. A wind power specialist will review the data and provide a customized report.

See APPENDIX B for more information on the PowerPlantMD M&D Center process.

## 2.0 Scope of Work

In this section, we provide the specific proposed scope of work for teaming the Black & Veatch PowerPlantMD Center with Palmdale Water District staff to create a successful plant monitoring and diagnostics program.

#### 2.1 Program Setup

Program setup includes several tasks required to ensure adequate personnel and data resources exist to support the program. The program setup fee is a one-time cost.

#### 2.1.1 Assemble Team

Black & Veatch will work with the client to define the "Core Team" which includes Black & Veatch personnel in Kansas City and Denver and extends to key plant operations personnel. The Core Team is responsible for the success of the program.

Below is a summary of the typical team members and their role. The Plant Team Leader is part of the Core Team and will require someone that is able to spend a few hours each quarter to administer the program from the client perspective and to provide B&V with certain data and information.

Black & Veatch Monitoring - This project will be managed from Kansas City by one of the project managers identified in the organization chart of APPENDIX B. Day to day technical oversight and supervision of all monitoring functions will be provided by Matt Wood. Two performance engineers from the PowerPlantMD Center will be assigned to directly support this project. Our entire technical support team will be available as needed to the Team. A Black & Veatch wind expert will provide quarterly analysis and reporting to supplement the day-to-day monitoring.

Plant Team Leader - It is expected that someone at the plant will be assigned as team leader and primary contact for Black & Veatch. This person is typically a plant engineer but can also be an operations, maintenance, or I&C lead as well. This person will provide review and oversight of problem alerts and corrective action recommendations, as well as direct communication and follow-through with other plant personnel.

#### 2.1.2 Collect Design Data

Black & Veatch will submit a detailed data request checklist including a prioritized list of data and why it is needed. The plant is responsible for providing design data to be assembled by B&V into our M&D Center plant data repository. This data is used in the program setup and also remains available to the monitoring team to aid in problem diagnosis activities.

#### 2.1.3 Integrate and Configure Software Tools

Black & Veatch will work with the customer IT and Network Security professionals to define an acceptable remote access process. Discussions will begin based on a B&V proposed network diagram that shows how our MDtransfer process works to securely push data from the customer network into the PowerPlantMD Center. B&V will leverage all existing customer owned tools to the extent feasible in order to provide the highest value service. This often includes a real-time data historian and SCADA. In addition, other existing plant level tools may be leveraged including, predictive maintenance reports, operations and maintenance logs, work order viewing systems, drawing vaults, etc. These systems, if accessible, provide important insight and context into plant operations and maintenance that will improve the effectiveness and efficiency of the remote monitoring program. B&V will provide the PowerPlantMD software to enable the remote monitoring program. Added details for each of these software components is included in APPENDIX A.



- PowerPlantMD Base Modules
  - o MDtransfer, MDcalc, MDarchive
  - MDfilter, MDalerts
  - Trend Analysis Workbooks
- PowerPlantMD Functional Modules
  - o Alerts Module
  - o Issues Module and client web portal (www.PowerPlantMD.com)

#### 2.2 The PowerPlantMD Monitoring Process

This section details the specific activities associated with the proposed services. These processes, and the associated tools used, are described in more detail in APPENDIX B. Monitoring will include process and equipment performance as well as equipment health parameters.

#### 2.2.1 Anomaly Detection & Diagnostics

Using the PowerPlantMD Alerts Module, B&V will provide monitoring, assessment, and evaluation of generated data anomalies. Monitoring will occur in real time on all B&V business days from 6 AM to 6 PM in the US Central Time Zone. All detected problems will be screened and validated against all available forms of context information, B&V experience, and the PowerPlantMD.com knowledge base. Once validated to the extent practical, potential impacts and risks will be estimated and the problems will be communicated to the Team, as appropriate; through PowerPlantMD.com. Escalated communication, as appropriate, will include e-mail, pagers and phone calls. Feedback and corrective action on these issues will be handled on a cost/benefit basis. Other communications will be directed as required to the appropriate individuals and in support of the appropriate processes within the plant.

#### 2.2.2 Trend Analysis & Reporting

Once each quarter, B&V will run and analyze the automated Trend Analysis Workbooks. Based on the aggregate of potential issues found from the Anomaly Detection and Diagnostics process and potential problems detected through the Trend Analysis Process, Black & Veatch will work with the plant to diagnose all relevant problems and to plan corrective action through PowerPlantMD.com. Posting of potential problems to PowerPlantMD will include focused and prioritized information with quantified deviations and actionable recommendations. Where appropriate, easy to follow diagnostic steps or test plans are included to aid in plant physical diagnostics when data alone doesn't determine root cause.

On a quarterly basis B&V will provide a report to Palmdale in a format similar to that shown in Appendix C, or as mutually agreed to by both parties. This report will include summary of wind speeds, power expected, power generated, operational availability and the offset billing for Southern California Edison.

#### 2.2.3 Team Conference Calls

Regular plant meetings have proven to be very beneficial across Black & Veatch's entire base of PowerPlantMD clients. Black & Veatch will facilitate a conference call once a quarter to follow the status of active problems posted on PowerPlantMD.com but have the flexibility to meet additional plant needs. When detailed reports are delivered, a conference call will be used to review the issues and action plans with the team. Black & Veatch will communicate follow-up items from these meetings via email.

Other questions or opportunities for improvement may arise, either through B&V observation or through a request from the plant. These vary from a question about a poorly performing process or chronic equipment problem to a specific request to study a retrofit option or capital improvement. Through documentation of current performance, comparison to industry standards, and its extensive knowledge and experience, Black & Veatch can provide technical insight into potential options within the context of expected performance and economic viability. A limited amount of assistance on these types of problems



may be provided within the context of normal monitoring activities, but certain instances will warrant escalation, as defined in the cost section below.

## 3.0 Compensation and Schedule

#### 3.1 Cost

Black & Veatch offers the below fixed cost pricing for Palmdale Water District. This pricing is good for the calendar year 2012. Note that the pricing is dependant upon a 3-year service contract with annual payment due in the 1st quarter.

	Cost
One-Time Setup Fee	
- Design data collection and survey	
- Support client network and PC setup	
- Implement MDtransfer	Waived
- Implement MDcalc, MDalert, and MDtrend tools	
- PowerPlantMD.com setup	
- Team kickoff meeting via conference call	
Yearly Fee for Performance & Equipment Health Monitoring	
- Anomaly Detection & Diagnosis Process	
- Trend Analysis & Report (1-per quarter)	¢10.000
- Escalation from Detected Anomalies	\$10,000
- Team Conference Calls	:
- Use of PowerPlantMD.com	

The scope defined in Section 2.2 includes Routine Escalations from core monitoring activities. Routine Escalations include such things as solving occasional remote connection or computer problems, additional data analysis within current time periods to help understand a potential problem, discussions with plant personnel to help understand a potential problem, and reacting to routine plant performance questions asked by the plant. Routine Escalations would typically *not* include things such as a specific request from the plant to help with a capital project evaluation, evaluation of a long term issue outside of current time periods, or travel to the plant for testing or diagnostics outside of normal visits defined in Section 2.2.3. Any requests that are *not* Routine Escalations will be noted as such by Black & Veatch and we will proceed with execution of such requests only after written agreement of the scope and expected cost. The cost of any such escalations will be billed on a time & material basis in addition to the regular monthly fees. Labor and standard office expenses will be billed based on the hourly rate schedule provided in Appendix D of this proposal. All other expenses including but not limited to travel and equipment will be billed at cost as incurred.

#### 3.2 Invoices

Upon award of this work, Black & Veatch will issue an invoice to cover the first year fixed fee. Payment is net-30 days.

#### 3.3 Contractual Agreement

Black & Veatch and client will negotiate mutually agreeable terms and conditions prior to award.



## APPENDIX A. B&V PowerPlantMD® Platform

The PowerPlantMD® Platform is a fully integrated software suite providing transparency across plant planning and operations and maintenance functions. The software and resulting user experience is centered on the best practice outlined below.

**PLAN**: Users assemble multiple market, generation, performance, and cost scenarios. Sensitivity analyses are run and a final plan is determined which sets an annual budget.

**FORECAST**: Real-time comparison of month-to-date actual data is shown versus budget and the user can forecast new end-of-year projections.

**PERFORM**: Unit performance is tracked relative to history and plan or forecast. Where a variance occurs, users drill down into equipment metrics to identify cause, impact, and corrective action.

**DIAGNOSE**: Predictive analytics provide early detection of performance and equipment health parameters deviating from predicted values. Contextual data and diagnostic rules help determine cause, impact, and corrective action

**ACT**: Identified and diagnosed issues are prioritized relative to other activities and the history of all issues and actions are stored and searchable within the system database.

#### A.1 Base Modules

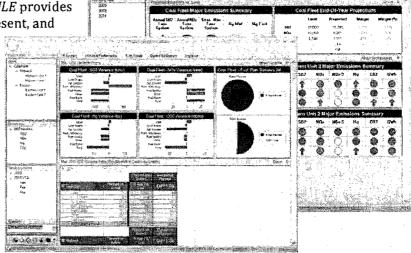
The base software functionality includes several modules that collectively integrate existing plant data into the PowerPlantMD Platform within the Kansas City located data center. Once data is within PowerPlantMD, certain data transformation and calculation engines operate in the background to enable PowerPlantMD functionality. These transformation and calculation engines are briefly described below:

- *MDtransfer* provides secure Internet transmittal of data from the plant DCS, SCADA, or data historian system(s).
- MDcalc provides data transformation and thermal performance calculations.
- MDarchive provides data archival and averageing for rapid long-term data retrieval.
- MDfilter provides data filtration based on user defined filters or operation modes.
- MDalert executes the predictive analytics alerting functionality to support anomaly detection.

#### A.2 Functional Modules

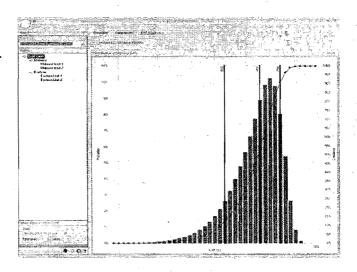
• EXECUTIVE DASHBOARD MODULE provides an executive roll-up of past, present, and

future information available from all purchased modules. It combines dashboard views and tabular views of the data as well as shows a variance analysis view that shows the status of fleet/station/unit versus target or plan.

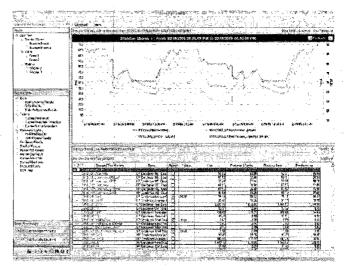


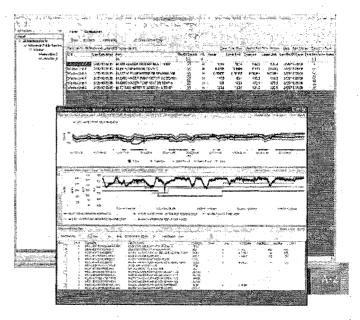


B&V developed PowerRAMTM software for modeling and Monte Carlo based simulation of unit reliability and availability. The user creates multiple scenarios based on varying equipment selection, system design, and outage maintenance frequency and the software provides a distribution of unit reliability/availability.



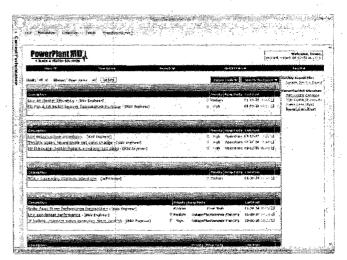
- PERFORMANCE MODULE integrates results from the client's existing real-time performance monitoring calculations or the **B&V** Online Performance Monitoring (OPM) system. It provides the actual performance information used by each of the other modules. Raw measured and calculated data are retrieved from the process data historian and shown on dynamic charts that begin with overall fleet, plant, or unit performance (output, heat rate, or CO2 rate) trend then provides drill-down into individual system losses and context parameters that allow the user to identify the source of a performance issue.
- ALERTS MODULE enables our remote
  monitoring and diagnostics center service.
  Smart alarms are configured that highlight
  data that is not updating (such as due to a
  communication or sensor error) or data
  that has statistically deviated from that
  predicted by the pattern recognition
  algorithm. From the primary alarm screen,
  the user can drill down into a diagnostic
  view that provides full contextual
  information to help determine the cause of
  the anomaly. Also, the user can drill down
  into the model viewer to understand
  and/or modify the data model and
  correlations driving the prediction. The





center staff detects, diagnoses, and quantifies the impact of issues then works with the client to prioritize and resolve the issues.

• ISSUES MODULE provides a useful way for the Black & Veatch and client team to share and communicate information related to the diagnosis and correction of issues. Issues are organized into user defined categories such as "Operational Issues", "Maintenance Issues", "Instrumentation Issues", etc. The database of past issues (knowledge) is searchable. File sharing is provided via the right window pane for easy access to manual plant data, inspection reports, performance test reports, etc. Each user has access to only those data aggregation groups allowed.



## APPENDIX B. B&V PowerPlantMD Center

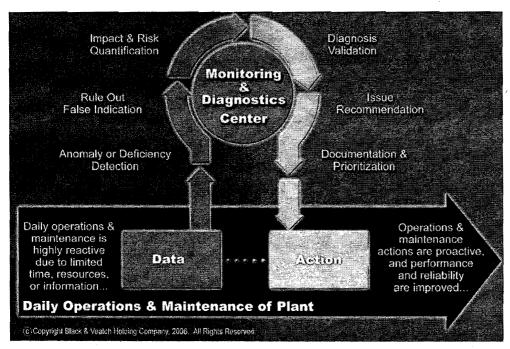
The Black & Veatch PowerPlantMD® Monitoring & Diagnostic (M&D) Center was founded in 2001 to help our clients take quick and tangible steps to achieving their ever more demanding plant performance and reliability goals. Black & Veatch has developed a standardized monitoring and diagnostic process that has achieved proven results for numerous power generation clients providing competitive edge in the emerging competitive marketplace. This process and the resulting PowerPlantMD service offering are introduced within this section of the proposal.

#### B.1 Black & Veatch PowerPlantMD Center Overview

Plant information systems can provide a wealth of information regarding current, emerging and evolving plant issues. Frequently, such issues are clouded by variations in load, weather, fuel quality, sensor quality, or a lack of direct measurement to "see" the issue. Plants also tend to lack the resources and tools necessary to effectively evaluate the myriad of data to identify specific and meaningful equipment and process performance issues. Transforming disparate data sources into meaningful and actionable information requires complementing data and analytical tools with a standardized process and methodology encompassing the following guidelines.

- Successful monitoring and diagnostics goes beyond the tools and data.
- Performance monitoring and equipment health monitoring solutions only yield value when integrated within a plant performance improvement culture.
- Monitoring and diagnostic methods and processes produce value when plant operations and maintenance are integrated.
- The process needs to be centered on determining root cause and corrective action plans with accountability.

Black & Veatch has developed and refined a Monitoring & Diagnostics process that has produced proven and sustainable success for our clients over the past five years.



The goal is to provide an effective and low cost methodology to help customers move from generating data to generating action. This fosters a transition of plant O&M process from reactive to proactive. Due to the wide variability and capabilities of plant level data historians and other analytical software tools, the process must generally be independent of the tools. For most customers, this means maximizing the use of existing plant data and software analytical tools infrastructure with the ability to supplement these tools where there are gaps.

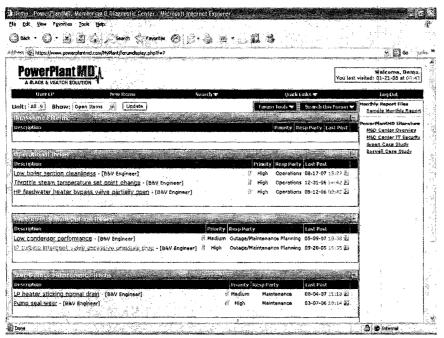
#### **B.2** PowerPlantMD Service

An effective monitoring and diagnostic program can bring significant value to any power plant asset. PowerPlantMD is designed to help plants achieve the benefits of a proactive M&D process regardless of the tools in place at the plant. The PowerPlantMD service addresses the following needs.

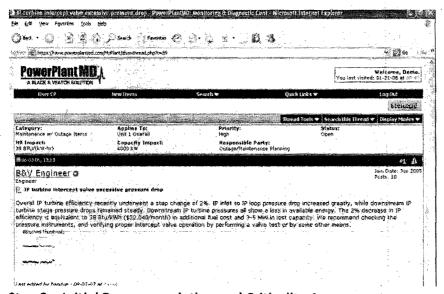
- Means to efficiently sift through the available data to identify meaningful anomalies
- Means to validate anomalies and correlate to potential root cause(s) and outcomes, including the criticality of issues in terms of impact and timing
- Means to effectively leverage available plant resources to assist in diagnosis and corrective action planning
- Means to document, communicate, and coordinate action plans across plant operations, maintenance, and management as well as a means to track results to ensure accountability and sustainability

Effective communication of potential problems with the plant is a vital function of PowerPlantMD. Plant operations and maintenance personnel need to be involved in the M&D process, however, they need the process to facilitate effective time management and resource allocation. The PowerPlantMD setup process maps out a core and extended plant team and defines communication guidelines. Based on this, B&V leverages all communication methods based on the criticality of the problem at hand. Additionally, the <a href="https://www.PowerPlantMD.com">www.PowerPlantMD.com</a> website offers a means for user friendly problem diagnostic dialogue and tracking among key plant personnel and Black & Veatch. The web site can be used for tracking the complete life-cycle of each problem from identification, to criticality assessment, to diagnosis and corrective action planning and finally to closeout. See the following example.

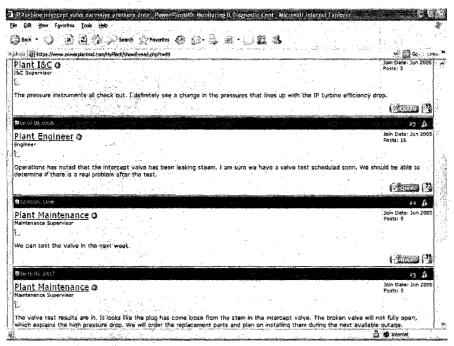




Step 1 -- Problem Identification

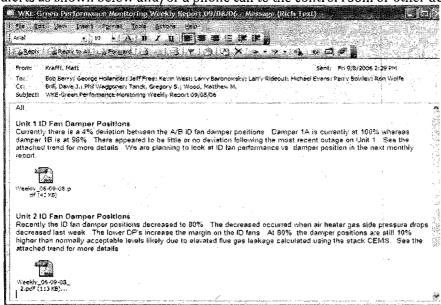


Step 2 – Initial Recommendation and Criticality Assessment



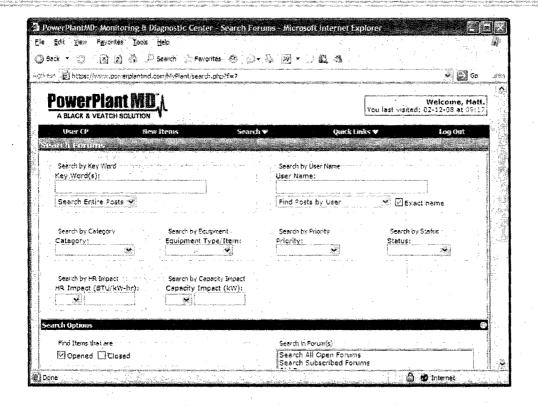
Step 3 - Problem Diagnosis Dialogue With the Plant and Remedial Action

Depending on problem severity and criticality, alternate methods of communication include e-mail alerts as shown below and/or a phone call to the control room or other designated plant contact.



PowerPlantMD.com is also a database containing the collection of all problem diagnostics and resolution information from previously identified plant issues. This knowledge is searchable by plant staff to aid in future diagnosis activities and can be an important resource for future performance engineering and predictive maintenance staff.





The four principal analytical components of the PowerPlantMD process are described in more detail below. The communications structure outlined above is fully utilized in all four of the described components of the PowerPlantMD Service.

#### **ELEMENT #1: ANOMALY DETECTION & DIAGNOSTICS**

With the rapid adoption of modern global plant historians over the past decade, most plants have convenient access to a myriad of plant data. However, convenient access does not necessarily translate into actionable value without the ability to provide context to that data in a manner that is useful in problem identification, diagnosis, and resolution.

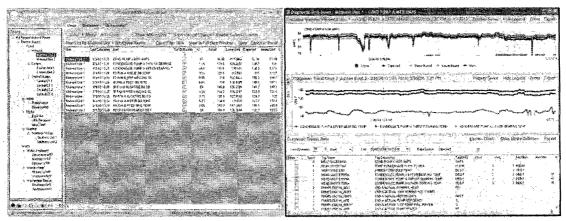
To that end, Black & Veatch applies a process featuring advanced mathematics and technology on the frontend to "find" meaningful anomalies for engineer evaluation, and economically driven contextualization on the back-end to establish both problem criticality and priority. More specifically, the anomaly detection and diagnostics process can be outlined as follows:

- MDalerts Pattern Recognition Software to Alarm Statistically Relevant Deviations
  - Data models use automatic learning methodology
  - Steady state process and equipment out of service data filtering
  - Application of multi-variable linear regression modeling for prediction
  - Dynamic alarming via comparison standard error computation to both predicted and historic averages
- Engineer Review
  - Filters triggered alarms to assess alarm criticality
  - Issues recommendation focused on diagnosis and economic impact
  - Communicates with plant staff to establish an appropriate action plan
- Plant Action/Planning
  - Operations troubleshooting

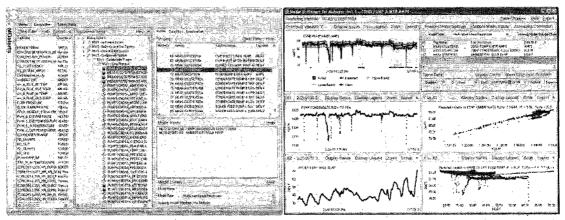


- Implementation of operational changes
- Short and long term maintenance planning

This process is implemented as a service in which B&V engineers review and diagnose alarms in real time throughout a 60 hour per week monitoring period. The following figure shows some screen-shots from B&V's MDalerts Module, the front-end data processing and alarming component to this element.



**Anomaly List & Diagnostic Drill-Down Views** 



**Model Configuration & Model Drill-Down Views** 

#### **ELEMENT #2: TREND ANALYSIS & RECONCILIATION**

Black & Veatch supplements the Anomaly Detection & Diagnostics process with this "on-demand" overall plant performance review. Slowly developing performance issues may not be detected by the anomaly detection process and this process provides a secondary mechanism to ensure pro-active detection. Furthermore, comparing long-term and short-term operational trends provides important context to changes in plant equipment and system performance that can be critical to supporting problem diagnostic efforts.

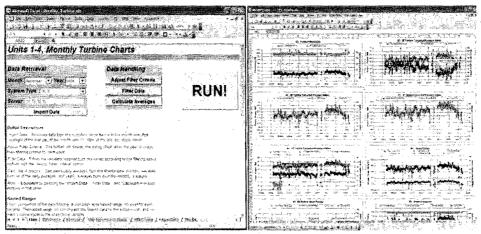
Available plant data is initially reviewed to determine necessary trends and performance calculations that may not be readily available within the data historian or through existing plant performance trends. The analysis portion of the process can be broken down into specific components as itemized below:

Automated data handling and charting of major equipment and process trends Performance data analysis and review by PowerPlantMD staff



- Evaluation/review of all long term degradation
- Quantification, prioritization, and documentation of issues

Black & Veatch has specially developed data handling and analytical tools to support this process as a supplement the existing plant-owned tools. The following figure shows screen-shots of our Trend Analysis Workbook and a sample of the trends generated.



**Trend Analysis Workbook** 

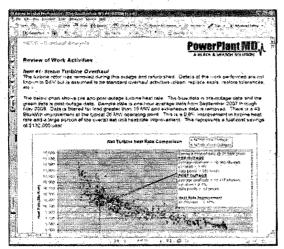
Additional benefits to this process include:

- Provides important insight and context into the problems previously identified through the anomaly detection process
- Active monitoring of impact(s)/benefit(s) of corrective action plans in progress

#### **ELEMENT #3: OUTAGE/OVERHAUL ANALYSIS**

The outage/overhaul analysis process is an on-demand study and review focused on documenting pre- and post-outage/upgrade performance. Metrics, both performance and economic, are compiled to summarize the observed change in operational performance. The following figure provides a general example of an analysis conducted to review a steam turbine upgrade.





**Overhaul Analysis Report** 

#### **ELEMENT #4: TEAM MEETINGS & CONFERENCE CALLS**

Periodic meetings with lead representation from plant operations, maintenance and management are an essential element for ensuring sustainability and long-term success. The meetings can be held monthly, bimonthly or quarterly and provide for the following.

- Team accountability and follow-through
- Review of results and status of action plans from previous meetings
- Review, prioritization, and corrective action planning related to problems found through the anomaly detection and trend analysis processes
- Planning of activities related to outage/overhaul analysis process
- Opportunity for Black & Veatch to perform supplemental on-site diagnostics, tests, etc.

Often times, other questions or opportunities for improvement or process optimization arise, either through B&V observation or through a request from the plant. These vary from a question about a poorly performing process or chronic equipment problem to a specific request to study a plant redesign option or capital improvement. Through documentation of current performance, comparison to industry standards, and its extensive knowledge and experience, Black & Veatch can provide technical insight into potential options within the contexts of expected performance and economic viability. A limited amount of assistance on these types of problems, depending on the magnitude of effort, can be provided within the context of normal monitoring activities.

### B.3 Black & Veatch PowerPlantMD Organization

Black & Veatch has implemented performance monitoring tools for over twenty years and has operated a remote monitoring center for over 10 years. Black & Veatch has a large and experienced full-time staff of performance engineering professionals dedicated to helping our customers identify and diagnose performance related problems. In addition, the PowerPlantMD Center can leverage the wide range of expert level engineering resources available throughout the Black & Veatch Energy organization. The PowerPlantMD Center organizational structure is shown on the following page. Below are short bios of the lead professionals.

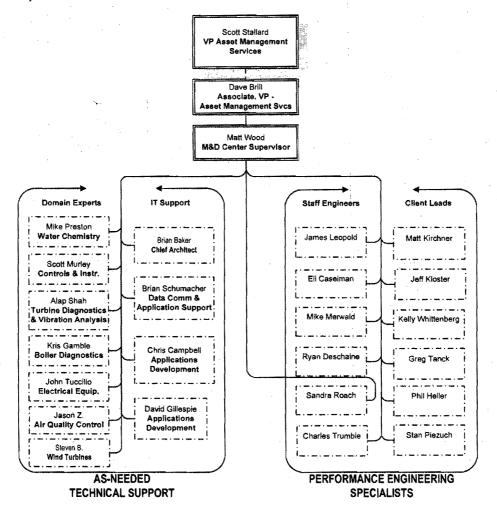
Mr. **Scott Stallard** serves as Vice President in charge of Asset Management Services within B&V Energy. In this role, he is responsible for management of the business and solutions associated with a wide range of operational issues including fuels, plant performance, O&M, and plant/portfolio optimization. The



principle focus for Mr. Stallard and his group lies in the area of processes, tools, and solutions that are geared toward helping the power generator better address the technical and financial challenges facing the generator in today's market. Mr. Stallard has been actively involved as a consultant in helping power generators address performance, maintenance, and fuel issues to improve reliability, enhance fuel flexibility, and better manage capital and O&M expenditures.

Mr. David Brill serves as Associate Vice-President in the Consulting Energy Services (CES) business line of Black & Veatch Energy. As a Senior Project Manager for power plant asset management services, Mr. Brill's primary responsibility is for oversight and development of B&V's performance engineering products and services.

Mr. **Matthew Wood** serves as project manager and supervisor of the PowerPlantMD Center. In this role, he is involved in the daily operation of all aspects of the PowerPlantMD Center and manages all related technologies and processes.



#### B.4 Black & Veatch PowerPlantMD Center Infrastructure

The PowerPlantMD Center includes the physical infrastructure and technology required to support remote monitoring functions. The Center provides secure, high speed Internet-based capability to support data access and handling for multiple customers and plant sites. It also provides an ideal environment for our remote monitoring engineers and analysts to provide focused effort on the plants they are monitoring



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while also providing a teamwork environment where shared experiences and the Black & Veatch knowledge base can help facilitate rapid recognition and diagnosis of newly emerging problems.

#### **NETWORK & DATA PROTECTION**

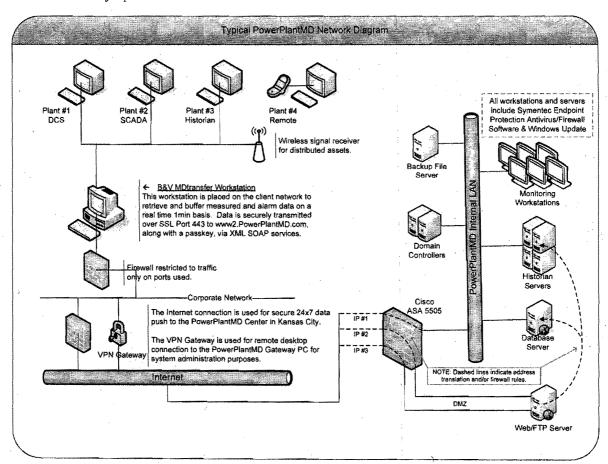
Black & Veatch shares our clients' concern for maintaining a secure environment in which data can be retrieved, analyzed, and stored. Therefore, Black & Veatch makes every effort to protect the networks, computers, and data from computer viruses and network intrusions. To minimize the potential for such attacks Black & Veatch uses several layers of hardware and software protection including network firewalls, antivirus software, and a secure room for restricting access to computer hardware utilized for remote monitoring services. Our network data protection and facility have been audited by three large utilities to ensure compliance and in each case has passed the test.

#### **HARDWARE**

As mentioned above, the remote monitoring service primarily uses the Internet for connectivity to client sites. A diagram of the typical hardware configuration is shown below. The computers used by the remote monitoring service are protected from Internet-based attacks by several layers of hardware protection.

#### **SOFTWARE**

In addition to the hardware protection outlined above, software protection is also provided. Each computer used for Black & Veatch's remote monitoring service is configured with Symantec Endpoint Protection software to provide network firewall security and anti-virus at the individual PC level. Each computer is continually updated with the latest virus definition files.





#### **B.5** Black & Veatch Experience

The PowerPlantMD Center customer base has grown steadily from our first client in 2001. The PowerPlantMD process has been applied to 99 units, representing over 28,000 MW of power generation capacity. We understand that clients expect value and we strive to deliver. We believe the most impressive testament to the value that our Center delivers is that each of our clients entered into a pilot program period and 100% have continued using our services beyond the pilot period. See the below references.

#### **REFERENCES**

#### LG&E-KU - Brown, Cane Run, Ghent, Green River, Mill Creek, & Trimble County Stations

LG&E-KU entered into a one year pilot of the PowerPlantMD service starting January 1, 2010. Two ~500 MW units were selected for the pilot program, which was managed by Jeff Simpson, head of the corporate PdM department. In October 2010, LG&E-KU signed a five-year fleet agreement covering all 18 of their U.S. coal units.

Contact:

Mr. Jeff Simpson - Sr Mechanical Engineer

(502) 627-4354

#### Minnesota Power - Boswell Units 1-4

Minnesota Power has been utilizing Black & Veatch's OPM system since 1993 and became a PowerPlantMD subscriber in 2003, initially for Unit 3. The other units were later added to the process. Boswell has limited engineering staff to devote to proactive monitoring of plant performance. Minnesota Power hired Black & Veatch to establish a process to ensure operations and maintenance decisions are informed and aligned with reliability, efficiency, capacity and financial goals.

Contact: Mr. Lester Flem - Sr Performance Engineer (218) 313-4621

Contact: Mr. Rick Fannin - Plant Engineer (218) 313-4788

#### City Utilities of Springfield (CUOS) - Southwest Station Unit 1-2

CUOS is a long-term OPM system user and a PowerPlantMD subscriber since 2003. The Southwest Station is a single 190 MW coal fired unit located in south central Missouri. This plant is known for high reliability and is critical to meeting the native electrical load of the City of Springfield and surrounding region. CUOS has directed Black & Veatch's efforts to diagnose a few key stealth performance losses at the plant. Unit 2, currently under construction, monitoring has been added to aid in the new unit startup and tuning process.

Contact: Mr. Bryan Feemster - Plant Manager (417) 831-8853

#### Hoosier Energy - Merom Station Unit 1 & 2, Ratts Station Unit 2

Merom subscribed to PowerPlantMD on both units in 2008. These are 500 MW coal fired units located in western Indiana. Ratts station was added later in 2011.

Contact: Mr. Rob Hochstetler - VP Power Produciton (812) 876-0542

Contact: Mr. Mark Kramer - Merom Engineering Manager (812) 356-4291 x3160

Contact: Mr. John Kunkle - Ratts Production Engineer (812) 354-8941

#### Wisconsin Public Service - Weston Station Unit 3 & 4

WPS subscribed to a pilot of PowerPlantMD on Weston Unit 3 in 2007. This is a 360 MW coal fired unit located in Wisconsin. Following completion of the pilot, Weston added Unit 4 monitoring.

Contact: Mr. Travis Haupt -Performance Engineer (715) 843-2335



# Basin Electric Power Cooperative - Antelope Valley Unit 1 & 2, Laramie River Unit 1, 2, & 3, & Leland Olds Unit 1 & 2

Basin is a long-term OPM system user and in 2007 subscribed to a pilot of PowerPlantMD at both units of the Antelope Valley Station. These are two 490 MW lignite fired unit located in North Dakota. Following completion of the pilot, Basin hired Black & Veatch to help them internalize the program for the entire coal fleet. B&V's ongoing role includes support of their software and internal M&D team including annual audit and enhancement of their process.

Contact: Mr. Larry Nelson - Senior Performance Engineer (701) 355-5695

# Big Rivers Electric Corp. (BREC) - Green Unit 1 & 2, Coleman Unit 1, 2, & 3, Wilson Unit 1, Henderson Unit 1 & 2

BREC has been utilizing Black & Veatch's OPM system since 1990 and became a PowerPlantMD subscriber in 2002. Wilson and Henderson units were added in 2009. In 2010, a three-year fleet agreement was signed with specific focus on the routine outage analysis portion of the program. B&V assistance in this way helps them to fine tune their work plans and provide feedback on the outcome of these maintenance investments.

Contact: Mr. Duane Braunecker - Manager Production Services (270) 844-6191

Contact: Mr. Wayne O'Bryan - Coleman Plant Manager (270) 844-6052

Contact: Mr. George Hollander - Reid/Green/Henderson Plant Engineer (270) 844-5529

Contact: Mrs. Diana Merritt - Wilson Plant Engineer (270) 844-5008 Contact: Mr. Jeff Francis - HMP&L Production Manager (270) 844-5820

#### Hawaiian Electric Company - Kahe Unit 5 & Waiau Unit 5

HECO subscribed to a pilot of PowerPlantMD on two units in 2007. One is a 60 MW non-reheat oil-fired unit which operates in a daily cycling mode. The second is a 130 MW reheat oil-fired unit which operates in a load-following mode. The pilot was extended in 2008 and then in 2009, HECO determined that their internal performance monitoring program was sufficient for detecting performance issues and their PdM program was sufficient for detecting equipment issues. Although routine monitoring is not provided, HECO has maintained B&V data connection and services for routine assessment of unit overhaul activities to ensure that the units are running optimally.

Contact: Mr. Mike Decaprio - Sr Supervisor, Engineering & PdM (808) 543-4257



# **APPENDIX C. Sample Quarterly Report**

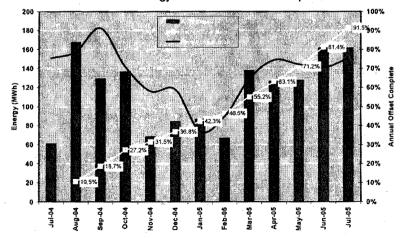


# Palmdale Water District Wind Turbine Summary - July 2005

# BLACK & VEATCH

	Average Wind Speed			Energy			Operational Characteristics			SCE Bills		
	Nacelle (m/s)	Expected (m/s)	OCES (m/s)	Generated (MWh)	Plant Use (MWh)	Shortfall (MWh)	Complete	Avail	On-Line	Capacity Factor	Effective Bill	Savings
Aug-04	4.84	5.50	7.0	167.9	157.7	-10.2	10.5%			23.8%	\$6,007	\$7,751
Sep-04	4.69	5.52	6.5	129.4	182.5	42.9	18.7%			18.9%	\$6,243	\$9,677
Oct-04	2.28	5.66	5.8	136.8	141.7	47.8	27.2%			19.4%	\$3,594	\$8,762
Nov-04	3.13	5.24	4.8	68.6	116.2	95.4	31.5%	99.6%	41.3%	10.0%	\$3,293	\$6,842
Dec-04	3.35	5.35	4.0	84.4	118.0	128.9	36.8%	99.8%	42.4%	11.9%	\$3,252	\$7,038
Jan-05	3.29	3.86	3.8	87.1	73.7	115.5	42.3%	99.1%	38.3%	12.3%	\$2,018	\$4,410
Feb-05	3.40	4.44		67.0	89.7	138.3	46.5%	99.9%	47.8%	10.5%	\$2,337	\$5,489
Mar-05	4.83	5.73		138.3	129.2	129.2	55.2%	99.1%	59.8%	19.6%	\$2,871	\$8,399
Apr-05	4.80	7.47		127.0	149.1	151.3	63.1%	99.7%	56.0%	18.8%	\$1,355	\$8,854
May-05	4.77	6.54		128.3	144.5	167.5	71.2%	94.6%	59.2%	18.2%	-\$1,137	\$9,077
Jun-05	5.16	7.42		162.0	140.9	146.4	81.4%	99.5%	63.9%	23.7%	\$2,712	\$10,074
Jul-05	5.22	6.14		161.9	150.9	135.4	91.5%	99.8%	65.4%	22.9%		
Ave/Sum	4.05	5.74		1,459	1,594		91.5%	98.9%	51.1%	17.0%	\$34,818	\$86,373

## Palmdale Water District Wind Turbine 2004/2005 Energy Production and Consumption



#### **Important July Notes**

- 1. June winds were close to budgeted levels.
- This month is the end of the 2004/2005 Net Metering year (Aug July). The turbine produced 1,459 MWh, or 92 percent of the Treatment Plant's estimated total electrical load.
- 3. Treatment plant loads were about 15% higher than in previous years. The wind turbine did not offset total plant annual consumption, but no wind energy from PWD is likely to be given to SCE without payment.
- The turbine produced about 5 percent more power this year than budgeted, due to slight variations in actual wind conditions over budgeted levels.



# Palmdale Water District Wind Turbine Summary – July 2005



#### Wind Turbine Performance:

1. The turbine power curve shows better than expected performance at low winds and lower than expected at high winds. B&V believes this is an issue with anemometer accuracy (not turbine performance) but awaits input from Oak Creek and Vestas.

#### Site/Environmental/Safety Issues:

1. Minor re-grading from heavy January rains still needs to be performed.

- 2. The performance of both FAA lights was impacted by a grid failure in May. Upon last inspection, one light was operating normally while the other is operating constantly in daytime mode (white strobe). OCES replaced the lights on June 7, and they appear to be functioning normally again. Awaiting findings of light vendor as to cause of failure, and if it will be covered by warranty.
- 3. No dead birds were found this month, nor any time since the turbine was installed.

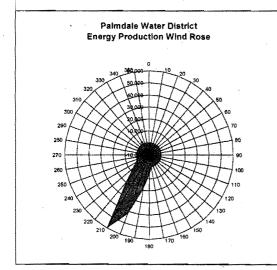
#### Maintenance:

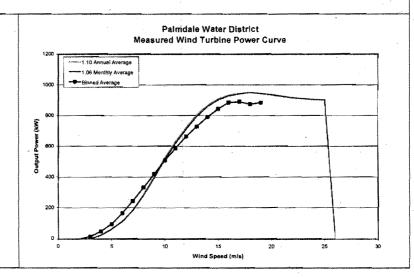
- 1. The "A" maintenance was done Oct. 1, 2004. This is a one-time-only maintenance service
- 2. The "B" maintenance was done March 22-23, 2005. The next "B" maintenance is due in March/April, 2006.
- 3. The "C" maintenance has yet to be performed. The next "C" maintenance is due Sept. 22, 2005.
- 4. Rust was found on the anchor bolts. B&V and PWD are working on this issue.
- 5. There was 62.5 hours of communications failure during which no data was collected. The turbine appeared to operate normally during that period. B&V checking with OCES on cause of failure, given last month's replacement of a breaker to avoid similar issue.

#### **Utility Issues:**

1. The last bill received by SCE was on July 25, 2005. B&V has reviewed this billing summary and did not locate any errors (although the bill for March 2005 was not included). B&V awaits the next bill for the final information to finish the net energy metering billing year.

#### Other Issues:





# **APPENDIX D. Hourly Rate Schedule**

### CONFIDENTIAL Note 2

#### Black & Veatch

Billing Rates and Expense Schedule

for Home Office Consulting Engineering Services		
Calendar Year 2012		
HOURLY BILLING RATES (sea Thent Strings and Hotes).		
salary Prantinescription/Grane/Howly Billing Hate (SUSD) ADM Administrative/Business	01	\$49.90
Administrative business functions for the firm, including personnel, public relations, publications, purchasing, and	02	\$53.80
other functions,	03	\$64.57
	04	\$86,19
	05	\$101.32
	06	\$107,76
	07	\$138.35
	08	\$184.08
	09	\$241.01
ADS Administrative Support  Office support including clerical and secretarial.	01 . 02	\$36,97 \$42.24
Office support including clerical and secretarias.	02	\$48.51
	04	\$60.94
	05	\$79.65
ARC Architecture	03	\$80.05
Architectural design, analysis, and management of the architectural function.	04	\$96.44
	05	\$107.87
	06	\$123.22
CNS Construction Services	07	\$160.85
	02	\$78.45 \$81.20
Construction service functions, including construction management, construction support, resident engineering, and project review.	03	\$83.93
project review.	05	\$109.83
	06	\$131.70
	.07	\$140.40
	.08	\$164.64
	09	\$188.08
	10	\$202.89
	11	\$210.22
CST - Consulting	01	\$140.40
Provide advisory services to clients regarding operational and administrative functions	02 03	\$176.80 \$192.40
	04	\$228.80
	05	\$249.60
	06	\$291.20
	07	\$317.20
	08	\$348,40
ENG Engineering	127	\$79.43
Engineering design, analysis, and management. Includes departmental and project assignments including engineering	128 129	\$86,08 \$95,87
department management,	130	\$110.18
	131	\$136.55
-	132	\$156.81
	133	\$177.01
	134	\$211.59
	135	\$220.18
ENS Engineering Specialist	128	\$75.75
Professionals who provide expertise and project support for engineering and other types of projects.	129	\$78.45
	130	\$94.89
	131 132	\$111,08 \$147.40
	133	\$153.48
ENT Engineering Technician	125	\$58.57
Technical designers and drafters.	126	\$60.72
	127	\$65.63
	128	\$71.66
	129	\$84.31
	130	\$96.28 \$119.24
	131	\$119.24
,	133	\$165.70
	134	\$174.34
EST Estimating	01	\$65.82
Professionals who assess the cost related to projects to assist with the preparation of proposals.	02	\$76.86
	03	\$88.26
	04	\$122.18
	05	\$138.81
	06	\$160.03
	07	\$172.73

#### CONFIDENTIAL Not

#### Black & Veatch

#### Billing Rates and Expense Schedule

#### for

#### Home Office Consulting Engineering Services

Calendar Year 2012

HOURLY BILLING RATES (see Crent Hillings and Notes)		
Salary Plan/Description/Grade/Hourly Billing Rate (SUSD)		
FIN Finance	02	\$51.97
Project accounting, financial reporting, planning & analysis, accounting operations, and tax.	03	\$62.11
	04	\$78,09
y .	05	\$98.00
	06	\$121.09
	.07	\$139.41
	08	\$158.31
ITS Information Science	04	\$90.82
Information science functions including systems and software analysis, and network/communications consulting.	06	\$135.24
	07	\$162.21
	08	\$197.52
OFF Office Services	05	\$47.01
Word processing, document control, clerical accounting services, and related group supervisors.	06	\$50,42
	07	\$61.79
	08	\$70.21
PCR Procurement	01	\$52.98
Professionals who secure and administer the purchase of goods, commodities, and services.	02	\$67.70
	03	\$77.93
	04	\$92.35
	05	\$107.40
	06	\$126.19
	07	\$152.91
PJC Project Controls	01	\$72.12
Professionals who track the cost associated with a project and perform planning and scheduling functions related to	02	\$82.26
projects.	03	\$92.60
	04	\$116.05
	05	\$130.25
	06	\$142.90
	07	\$176,69
PMT Project Management	01	\$161.36
Project managers and project directors.	02	\$172.54
	03	\$184.89
	04	\$198.09
	05	\$205.83
	06	\$219.69
	07	\$243.98
	08	\$269.04
SPC Specialized Staff	01	\$48.94
Legal, scientific, economic, and related services for project assignments. Includes scientists, lawyers, economists, etc.	02	\$64.84
	03	\$75,91
	- 04	\$93.39
	05	\$108.19
•	06	\$134.59
	07	\$152,99
	08	\$208.29
	09	\$208.70

- 1. Labor cost will be billed as actual hours charged to this project by Black & Veatch personnel and in accordance with the rates above.
- 2. Typical and customary home office expenses, including computer related expenses (network server charges, PC usage charges, software and design application charges, printing, plotting, and server storage), reprographic services, document production, fax, telephone, postage/courier, etc. will be billed at a rate of \$8.00 per hour of direct billed labor.
- 3. Expenses for travel and lodging will be billed at actual cost. These expenses include cost such as air-fare, personal mileage, lodging, meals, motor vehicles rental, telephone, special rental equipment, etc.
- 4. Cost of 3rd party services will be billed at actual cost plus 10%,
- 5. Field assignments of longer than 60 days will be billed as actual hours charged to this project by Black & Veatch personnel in accordance with the rate sheet plus uplift as determined by current field services policy. Expenses for field assignments can be per diem, actual expenses, or a combination of both as specific to the assignment.
- 6. Overtime applies only to non-exempt personnel as defined by the US Federal Wage and Hour Law. Overtime will be billed as actual hours charged to this project by Black & Veatch personnel in accordance with the rate sheet plus 50%.
- 7. Any other professionals not specifically identified above will be placed in the most appropriate category above based on function and experience
- 1. Billing rates are subject to annual adjustment on each January 1.
- 2. This Rate Sheet contains information that may be privileged, confidential and exempt from disclosure under applicable law. Any unauthorized disclosure, copying, or distribution of this document or any of its contents is prohibited.

**DATE**: May 31, 2012 **June 5, 2012** 

TO: FACILITIES COMMITTEE Committee Meeting

**FROM:** Mr. Matt Knudson, Engineering Manager

VIA: Mr. Dennis D. LaMoreaux, General Manager

RE: AGENDA ITEM NO. 4.6 – CONSIDERATION AND POSSIBLE ACTION

ON MAINTENANCE AGREEMENT FOR PERIODIC AND

PREVENTATIVE MAINTENANCE OF WIND TURBINE.

Additional information on this item will be distributed at the Facilities Committee meeting.

DATE:

May 31, 2012

June 5, 2012

TO:

**FACILITIES COMMITTEE** 

**Committee Meeting** 

FROM:

Mr. Matthew R. Knudson, Engineering Manager

VIA:

Mr. Dennis D. LaMoreaux, General Manager

RE:

AGENDA ITEM NO. 4.7 – CONSIDERATION AND POSSIBLE ACTION ON PIPELINE RELOCATION AGREEMENT FOR APN'S 3053-005-902,

903. AND 905

#### Recommendation:

Staff recommends approving the attached agreement between Palmdale Water District and Antelope Valley Union High School District for the approval and acknowledgement of the proposed relocation of the water line as shown on Exhibit "A" attached to the proposed agreement.

#### Background:

The District has an existing 8-inch steel water main that was constructed in 1965 that has experienced numerous leaks over the last several years and is in need of replacement. District staff has prepared a design for the installation of a new 8-inch water main that will cross the above referenced parcels owned by the Antelope Valley Union High School District (AVUHSD). The District's construction crew is scheduled to start construction of said replacement water main within the next few weeks, and District staff would like to have an agreement in place prior to starting construction that acknowledges that the AVUHSD accepts the location of the proposed 8-inch water main.

#### **Strategic Plan Element:**

This work is part of Strategic Goal 3.0 – Infrastructure Management.

#### **Budget:**

The approval of the attached agreement will have no impact on the 2012 Budget.

#### **Supporting Documents:**

- Proposed Agreement between Palmdale Water District and Antelope Valley Union High School District
- Exhibit "A" Approved Water System Design Drawings

#### **AGREEMENT**

This Agreement is entered into by and between Palmdale Water District, an irrigation district formed under Division 11 of the California Water Code ("District"), and Antelope Valley Union High School District, a public entity ("Owner"), as of the last date set forth below with respect to the following facts:

#### RECITALS

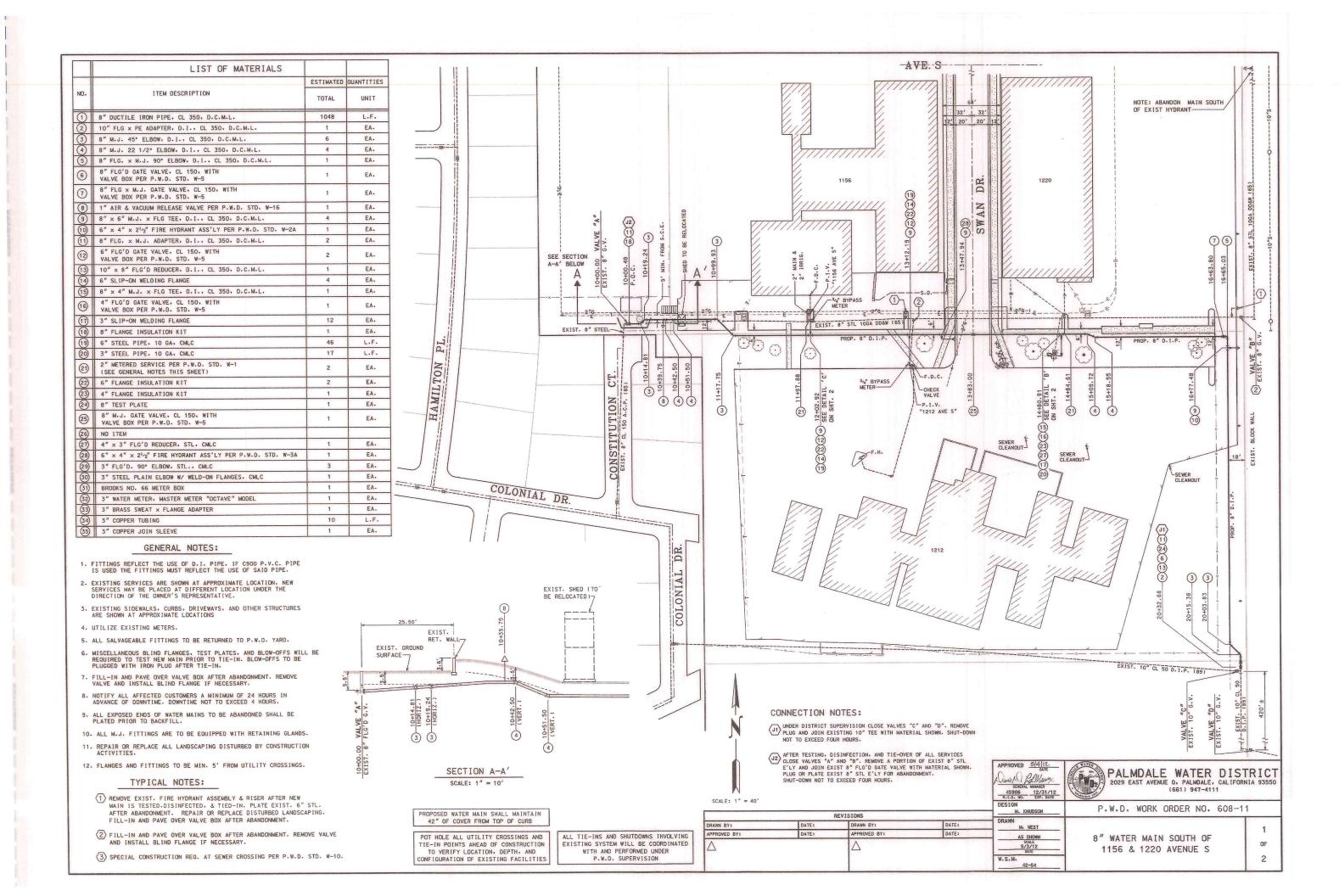
- A. Owner owns the real property shown as parcel 902, 903, and 905 in map book 3053, page 005 of the Los Angeles County Assessor and situated in Palmdale, California (the "Property"), and
- B. District provides domestic water service to the Property and desires to perform certain construction work (the "Work") related to its continuing water service to that property, and
- C. Owner and the District desire to specify their respective rights and responsibilities relative to the Work.

#### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows.

- 1. <u>Approval of Relocation of Water Line</u>. Owner acknowledges that it has reviewed the plans for the Work, as set forth in Exhibit A hereto, and by its entering into this Agreement, Owner hereby approves the location of the new water line the District will construct and install as part of the Work.
- 2. <u>Cost of the Work</u>. The District shall bear all costs associated with the planning, design and construction of the Work, and shall hold Owner completely harmless from such costs and from any liabilities that may result from that Work.
- 3. <u>Costs of Agreement</u>. Each party shall bear its own costs incurred in connection with the preparation of this Agreement.

	Palmdale Water District
Dated: May, 2012	By
	Dennis D. LaMoreaux,
	General Manager
	Antelope Valley Union High School District
Dated: May, 2012	By
· · · · · · · · · · · · · · · · · · ·	Its



## PALMDALE WATER DISTRICT

## BOARD MEMORANDUM

**DATE**: May 30, 2012 **June 5, 2012** 

**TO**: FACILITIES COMMITTEE Committee Meeting

**FROM:** Mr. Ed Boka, Treatment Plant Supervisor

Mr. Kelly Jeters, Systems Supervisor

VIA: Mr. Dennis LaMoreaux, General Manager

Mr. Peter Thompson II, Operations Manager

RE: AGENDA ITEM NO. 4.8 - CONSIDERATION AND POSSIBLE ACTION ON

THE PURCHASE OF A SECURITY SYSTEM AT THE LESLIE O. CARTER WATER TREATMENT PLANT BUDGET ITEM # NCP 01

#### **Recommendation:**

Staff recommends the Facilities Committee authorize the purchase and installation of a Treatment Plant phase I security system upgrade in the not-to-exceed amount of \$50,000.00.

#### **Financial Impact:**

The approved 2012 Budget includes \$50,000 for said security system. The remainder would be budgeted for in the 2013 Budget year. The following is a breakdown of the costs associated with this project:

- Phase I: Contractor installation of access control to WTP buildings and upgrade of security alarms system:
   \$50,000 performed in 2012
- Phase 2: Contractor installation of WTP security system including, but not limited to, perimeter cameras, monitoring equipment, and software:
   \$170,000 performed in 2013

#### **Background:**

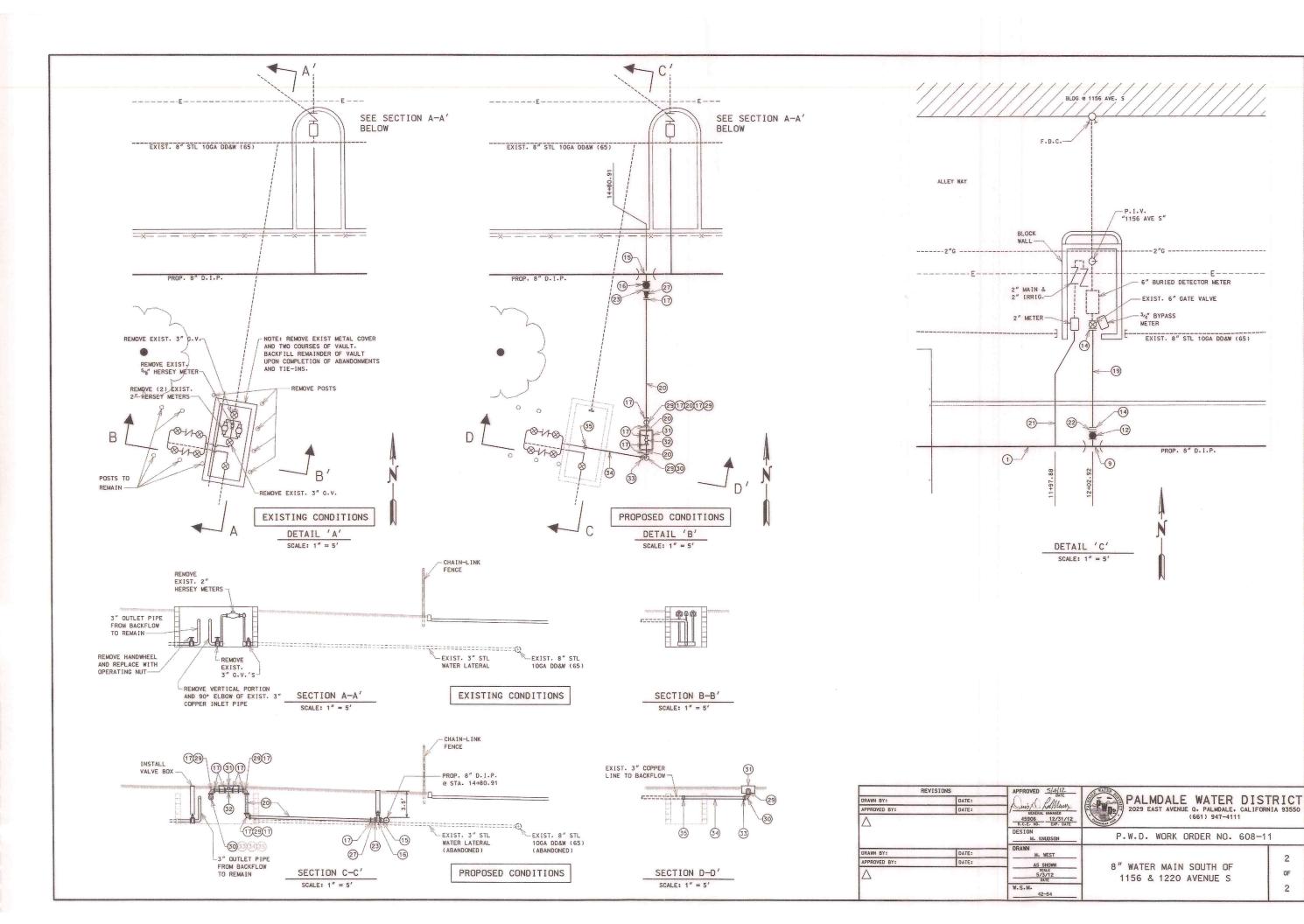
In following the September 2006 PWD Strategic Plan, a security system for the Leslie O. Carter Water Treatment Plant was proposed. After over two years of seeking a suitable company to meet staff and asset needs, a solution has been achieved. The installation of a security system will meet the Strategic Plan goals and provide adequate security for both employees and District assets.

#### **Cost:**

At a total projected cost of \$220,000, this budget item will be spread over the 2012 and 2013 Budget year - \$50,000 in 2012 and \$170,000 in 2013.

#### **Strategic Plan Element:**

Strategic Goal 3.5 - Improve the security of PWD facilities



OF

2