



# PALMDALE WATER DISTRICT

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[www.palmdalewater.org](http://www.palmdalewater.org)

LAGERLOF, SENECA, GOSNEY & KRUSE LLP  
Attorneys



## Board of Directors

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Division 1

GORDON G. DEXTER  
Division 2

GLORIA DIZMANG  
Division 3

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Division 4

STEVE R. CORDOVA  
Division 5

August 17, 2012

*Agenda for Regular Meeting  
of the Board of Directors of the Palmdale Water District  
to be held at the District's office at 2029 East Avenue Q, Palmdale  
Wednesday, August 22, 2012  
7:00 p.m.*

**NOTE:** To comply with the Americans with Disabilities Act, to participate in any Board meeting please contact Dawn Deans at 661-947-4111 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.

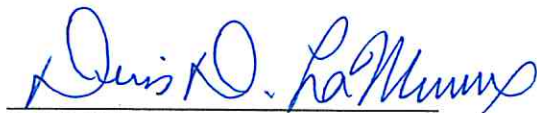
**PUBLIC COMMENT GUIDELINES:** The prescribed time limit per speaker is three-minutes. Please refrain from public displays or outbursts such as unsolicited applause, comments, or cheering. Any disruptive activities that substantially interfere with the ability of the District to carry out its meeting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

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

- 1) Pledge of Allegiance.
- 2) Roll Call.
- 3) Adoption of Agenda.
- 4) Public comments for non-agenda items.
- 5) Presentations:
  - 5.1) Cash for Grass Rebate Program. (Water Conservation Supervisor Roberts)

- 6) Action Items - Consent Calendar (The public shall have an opportunity to comment on any action item as each item is considered by the Board of Directors prior to action being taken.)
  - 6.1) Approval of minutes of workshop held August 1, 2012.
  - 6.2) Approval of minutes of regular meeting held August 8, 2012.
  - 6.3) Payment of bills for August 22, 2012.
- 7) Action Items – Action Calendar (The public shall have an opportunity to comment on any action item as each item is considered by the Board of Directors prior to action being taken.)
  - 7.1) Consideration and possible action on Resolution No. 12-11 congratulating the City of Palmdale on the 50<sup>th</sup> anniversary of its incorporation. (President Dexter)
  - 7.2) Consideration and possible action on cost of living allowance in accordance with the U.S. Department of Labor. (Budgeted – General Manager LaMoreaux/Personnel Committee)
  - 7.3) Consideration and possible action on Vacation Purchase Program employee benefit cost saving option. (\$24,000.00/year potential savings w/full employee participation –General Manager LaMoreaux/Personnel Committee)
  - 7.4) Consideration and possible action on letter supporting the appointment of Keith Dyas, AVEK Director, to Lahontan Regional Water Quality Control Board. (General Manager LaMoreaux)
  - 7.5) Consideration and possible action on setting Palmdale Water District’s assessment rates for fiscal year 2012-13 and adoption of Resolution No. 12-12 regarding said rates. (Financial Advisor Egan)
  - 7.6) Consideration and possible action on Agreement with Starnik for the use of Utility TrakR customer service information software. (Finance Manager/CFO Williams)
  - 7.7) Consideration and possible action on participation in the Hexavalent Chromium Study with the Water Research Foundation. (\$14,500.00 – Non-budgeted – Operations Manager Thompson II)
  - 7.8) Review and discussion of current representation arrangement with District General Counsel. (Director Dizmang)
  - 7.9) Consideration and possible action on Board and staff attendance at conferences, seminars, and training sessions as follows:
    - a) ACWA Regions 5 & 8 Joint Program to be held September 9 & 10, 2012 in Santa Barbara.
    - b) American Backflow Prevention Association “2012 Western Regional Backflow Conference” to be held September 24 – 26, 2012 in Las Vegas, Nevada.
- 8) Information Items:
  - 8.1) Reports of Directors: Meetings/Committee Meetings/General Report.

- 8.2) Report of General Manager.
  - a) District vacancies.
- 8.3) Report of Attorney.
- 9) Public comment on closed session agenda matters.
- 10) Closed session under:
  - 10.1) Government Code Section 54956.9(a), existing litigation: *Antelope Valley Ground Water Cases*.
  - 10.2) Government Code Section 54956.9(a), existing litigation: *City of Palmdale vs. Palmdale Water District, Case No. BC413432 (Rate Litigation)*.
  - 10.3) Government Code Section 54956.9(a), existing litigation: *City of Palmdale vs. Palmdale Water District and Palmdale Water District Public Facilities Corporation, Case No. BC413907 (Validation Action)*.
  - 10.4) Government Code Section 54956.9(a), existing litigation: *Palmdale Water District vs. City of Palmdale, Case No. BC420492 (Recycled Water Litigation)*.
  - 10.5) Government Code Section 54956.9(a), existing litigation: *United States, et al. v. J-M Manufacturing Company, Inc., et al., United States District Court for the Central District of California Case No. ED CV06-0055-GW*.
  - 10.6) Government Code Section 54956.9(a), existing litigation: *Central Delta Water Agency vs. Department of Water Resources, Sacramento Superior Court Case No. 34-2010-80000561*.
  - 10.7) Government Code Section 54956.9(a), pending litigation: *Velez v. City of Palmdale, et al, Los Angeles Superior Court Case No. NC023216*.
  - 10.8) Government Code Section 54957, personnel matters: *Evaluation of personnel consultant*.
- 11) Public report of any action taken in closed session.
- 12) Board members' requests for future agenda items.
- 13) Adjournment.



DENNIS D. LaMOREAUX,  
General Manager

**RESOLUTION NO. 12-11**

**CONGRATULATING THE CITY OF PALMDALE  
ON THE 50<sup>TH</sup> ANNIVERSARY OF ITS INCORPORATION**

WHEREAS, the Palmdale Water District was formed in 1918 under the provisions of Division 11 of the Water Code of the State of California and has been providing high quality water to the residents of Palmdale for 94 years;

WHEREAS, through the contributions of “Fifty Grand Men,” the City of Palmdale incorporated on August 24, 1962;

WHEREAS, the Palmdale Water District acknowledges commendations received from the City of Palmdale in 1963 for providing 45 years of diligent devoted public service and in 1998 for recognition of 80 years of continued diligent devoted public service;

WHEREAS, the Palmdale Water District fully appreciates the efforts, achievements, and accomplishments of the City of Palmdale in making Palmdale “a place to call home” by providing facilities, programs, and growth for the citizens of Palmdale.

WHEREAS, the Palmdale Water District fully appreciates the spirit of cooperation exhibited between the Palmdale Water District and the City of Palmdale.

NOW, THEREFORE, the Board of the Directors of the Palmdale Water District does hereby congratulate the City of Palmdale on the 50<sup>th</sup> anniversary of its incorporation and urges all citizens of the community to join in the City of Palmdale’s 50<sup>th</sup> anniversary celebration.

PASSED AND ADOPTED by the Board of Directors of the Palmdale Water District at a regular Board meeting held August 22, 2012.

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GORDON DEXTER, President,  
Board of Directors

ATTEST:

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ROBERT ALVARADO, Secretary,  
Board of Directors

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

**DATE:** August 17, 2012 **August 22, 2012**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 7.2 – CONSIDERATION AND POSSIBLE ACTION  
ON COST OF LIVING ALLOWANCE IN ACCORDANCE WITH THE  
U.S. DEPARTMENT OF LABOR.***

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**Recommendation:**

The Personnel Committee considered the following information at a meeting held on Thursday, August 17, 2012. The discussion involved the CPI change, potential changes to District employee benefits and the approach to a Cost of Living Adjustment (COLA) taken by Newhall County Water District (NCWD). NCWD addressed this year's COLA by providing a one-time payment rather than an adjustment to employee wages. The Committee does not offer a specific recommendation to the Board. It did request the following information of different levels of COLA expressed as a lump sum for Board consideration. Some of these options exceed the 2012 Budget for COLA. However, they would also avoid increases in wage amounts due to a 2012 COLA in the 2013 Budget.

Current Total Annual Salary (w/o GM and Financial Advisor): \$5,980,675

1.9% = \$113,633  
1.5% = \$89,710  
1.0% = \$59,807  
0.5% = \$29,903

**Background:**

The United States Department of Labor has shown that the change in the Consumer Price Index for persons living in the Los Angeles area was 2.4% for the period ending June, 2011 and is 1.9% for the period ending June, 2012. The database used for calculation of the CPI for the month ending June, 2012 is:

[http://data.bls.gov/pdq/SurveyOutputServlet?data\\_tool=dropmap&series\\_id=CUURA421SA0,CUUSA421SA0](http://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUURA421SA0,CUUSA421SA0)

BOARD OF DIRECTORS  
PALMDALE WATER DISTRICT

August 17, 2012

The Palmdale Water District Board of Directors approved a 1.6% cost of living increase in 2011 based on 2.4% for the period ending June, 2011. A provision for a 3% cost-of-living increase is included in the 2012 budget or approximately \$60,000. Approving a cost of living equal to the CPI would use approximately \$32,000 of the budgeted amount. Though the District is performing better than projected in the 2012 Budget, there remain concerns about future expenses and reserve levels. This, combined with various increases in benefits, leads staff to recommend no COLA this year.

<u>Year</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>
CPI for current period	235.776	231.303	225.991
CPI for previous period	231.303	225.991	224.010
CPI Difference (Current-Previous)	4.473	5.312	1.981
Divided by Previous Period CPI	.0193	.0235	.009
Results multiplied by 100	1.9%	2.4%	.9%
COLA Summary		1.6 % Approved By Board	No COLA Approved

Palmdale Water District has granted Cost-of-Living increases for years dating back to the 1970's with the exception of years 2009 and 2010. A seven-year reference is as follows:

<b>YEAR</b>	<b>BUREAU OF LABOR STATISTICS CHANGE IN CPI</b>	<b>PWD BOARD- APPROVED COLA INCREASE</b>
2011	2.4%	1.6%
2010	.9%	0.0%
2009	(2.2%)	0.0%
2008	5.4%	5.0%
2007	2.9%	3.0%
2006	5.2%	5.0%
2005	<u>3.6%</u>	<u>3.0%</u>
<b>Averages:</b>	<b>2.6%</b>	<b>2.5%</b>

Staff secured the following information from other public agencies doing business in or near the Antelope Valley to determine if, and what percent of salary, the most recent COLA changes were provided. The following data is the result of that survey:

AVEK Water Agency	No decision at this time
Littlerock Creek Irrigation District	No response to survey
Quartz Hill Water District	1.5 % effective 7/7/2012
Newhall Water District	2.2% onetime cash distribution
City of Palmdale	No COLA for 2012
City of Lancaster	No response to survey
Los Angeles County	No COLA for 2012

**Supporting Documents:**

- Bureau of Labor Statistics Consumer Price Index Excel Spreadsheet
- Bureau of Labor Statistics News Release “Consumer Price Index – July 2012

**Strategic Plan Element:**

This work is part of Strategic Element 4.0 – Personnel Management (*Objective is to provide a safe, productive and rewarding work environment*) and Strategic Goal 4.4 (*Objective is to perform annual compensation reviews*).

**Budget:**

The current budget includes a 3% COLA allowance, or \$60,000, for the four-month period beginning in September, 2012 through December, 2012.

Series Id: CUURA421SA0,CUUSA421SA0  
Not Seasonally Adjusted  
Area: Los Angeles-Riverside-Orange County, CA  
Item: All items  
Base Period 1982-84=100  
Years: 2002 to 2012

[illegible]

WEST INFORMATION OFFICE  
San Francisco, Calif.

**For release 10:00 a.m. (PDT) Wednesday, August 15, 2012**

**12-1678-SAN**

Technical information: (415) 625-2283  
Media contact: (415) 625-2270

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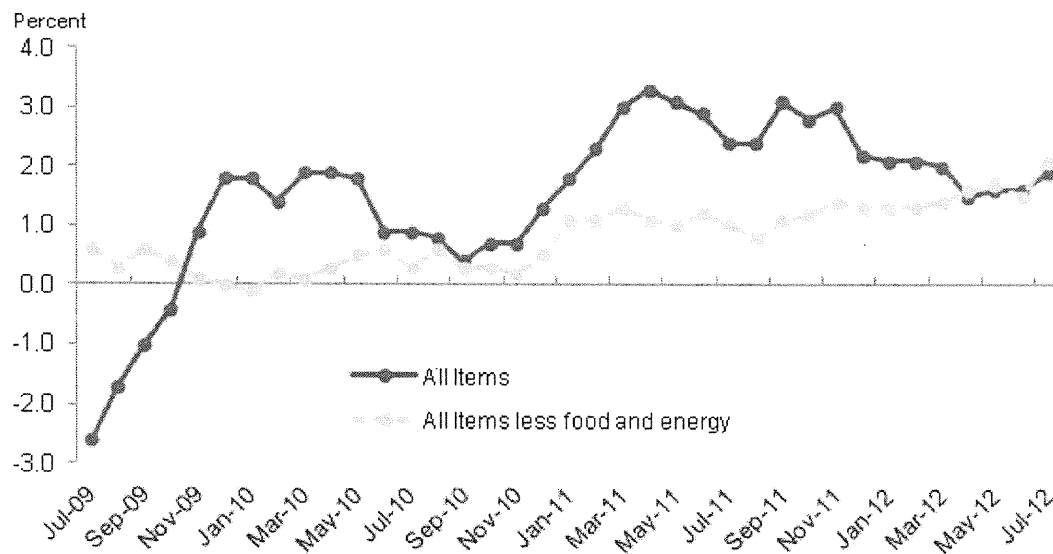
## CONSUMER PRICE INDEX, LOS ANGELES AREA – JULY 2012

**AREA PRICES WERE DOWN 0.1 PERCENT OVER THE PAST MONTH, UP 1.9 PERCENT FROM A YEAR AGO**

Prices in the Los Angeles area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), edged down 0.1 percent in July, the U.S. Bureau of Labor Statistics reported today. (See table A.) Regional Commissioner Richard J. Holden noted that the July decrease was influenced by lower prices for gasoline. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U advanced 1.9 percent. (See chart 1.) Energy prices decreased 0.6 percent, largely the result of a decrease in the price of natural gas service. The index for all items less food and energy increased 2.1 percent since July 2011.

**Chart 1. Over-the-year percent change in CPI-U, Los Angeles, July 2009–July 2012**



Source: U.S. Bureau of Labor Statistics

## Food

Food prices edged down 0.1 percent for the month of July. (See table 1.) Prices for food at home declined 0.2 percent, while prices for food away from home were unchanged for the same period.

Over the year, food prices increased 2.4 percent. Prices for food at home rose 2.3 percent since a year ago, and prices for food away from home advanced 2.5 percent.

## Energy

The energy index decreased 3.6 percent over the month. The decrease was mainly due to lower prices for gasoline (-5.3 percent). Prices for electricity were unchanged, while prices for natural gas service were virtually unchanged in July.

Energy prices decreased 0.6 percent over the year, largely due to lower prices for natural gas service (-11.1 percent). Prices paid for electricity rose 4.3 percent, but prices for gasoline decreased 1.0 percent during the past year.

## All items less food and energy

The index for all items less food and energy rose 0.3 percent in July. Higher prices for medical care (1.2 percent) and education and communication (1.2 percent) were partially offset by lower prices for apparel (-0.4 percent) and other goods and services (-0.3 percent).

Over the year, the index for all items less food and energy increased 2.1 percent. Components contributing to the increase included medical care (4.7 percent), education and communication (3.4 percent), and apparel (3.3 percent). Partly offsetting the increases were price declines in household furnishings and operations (-0.5 percent).

**Table A. Los Angeles-Riverside-Orange County CPI-U monthly and annual percent changes (not seasonally adjusted)**

Month	2007		2008		2009		2010		2011		2012	
	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual
January	0.9	3.2	0.7	3.9	0.5	-0.1	0.4	1.8	0.9	1.8	0.8	2.1
February	1.0	3.5	0.2	3.1	0.3	0.0	0.0	1.4	0.5	2.3	0.5	2.1
March	0.8	3.8	1.0	3.3	0.0	-1.0	0.4	1.9	1.1	3.0	1.0	2.0
April	0.6	3.5	0.5	3.1	0.1	-1.3	0.2	1.9	0.5	3.3	0.0	1.5
May	0.3	2.9	0.9	3.7	0.4	-1.8	0.2	1.8	0.0	3.1	0.1	1.6
June	-0.6	2.9	1.1	5.4	0.6	-2.2	-0.2	0.9	-0.4	2.9	-0.4	1.6
July	0.1	2.9	0.4	5.7	0.0	-2.6	0.1	0.9	-0.4	2.4	-0.1	1.9
August	-0.1	2.6	-0.6	5.1	0.2	-1.7	0.2	0.8	0.2	2.4	-	-
September	0.2	2.3	-0.5	4.5	0.3	-1.0	-0.1	0.4	0.5	3.1	-	-
October	0.5	3.5	-0.6	3.4	0.0	-0.4	0.3	0.7	0.0	2.8	-	-
November	0.6	4.2	-1.7	1.0	-0.4	0.9	-0.4	0.7	-0.1	3.0	-	-
December	-0.3	4.2	-1.2	0.1	-0.3	1.8	0.3	1.3	-0.5	2.2	-	-

## CPI-W

In July, the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) was 228.446, down 0.2 percent from June. The CPI-W increased 1.9 percent over the year.

**The August 2012 Consumer Price Index for the Los Angeles-Riverside-Orange County is scheduled to be released on September 14, 2012, at 10:00 a.m. (PDT).**

## Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 88 percent of the total population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers 29 percent of the total population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 87 urban areas across the country from about 4,000 housing units and approximately 26,000 retail establishments--department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date (1982-84) that equals 100.0. An increase of 16.5 percent, for example, is shown as 116.5. This change can also be expressed in dollars as follows: the price of a base period "market basket" of goods and services in the CPI has risen from \$10 in 1982-84 to \$11.65. For further details see the CPI home page on the Internet at [www.bls.gov/cpi\\_and](http://www.bls.gov/cpi_and) the *BLS Handbook of Methods, Chapter 17, The Consumer Price Index*, available on the Internet at [www.bls.gov/opub/hom/homch17\\_a.htm](http://www.bls.gov/opub/hom/homch17_a.htm).

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.

The Los Angeles-Riverside-Orange County, CA. metropolitan area covered in this release is comprised of Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties in the State of California.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: 202-691-5200; TDD message referral phone number: 1-800-877-8339.

For personal assistance or further information on Consumer Price Indexes, as well as other Bureau products, contact the San Francisco Information Office at (415) 625-2270 from 9:00 a.m. to 11:30 a.m. and 1:30 p.m. to 4:00 p.m. PT.

Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods

Los Angeles-Riverside-Orange County, CA (1982-84=100 unless otherwise noted)

Item and Group	Indexes			Percent change from—		
	May 2012	June 2012	July 2012	July 2011	May 2012	June 2012
<b>Expenditure category</b>						
All items .....	237.032	236.025	235.776	1.9	-0.5	-0.1
All items (1967=100) .....	700.299	697.323	696.587	-	-	-
Food and beverages .....	236.415	236.960	236.712	2.3	.1	-.1
Food .....	236.080	236.635	236.422	2.4	.1	-.1
Food at home .....	245.850	246.739	246.342	2.3	.2	-.2
Food away from home .....	220.409	220.560	220.567	2.5	.1	.0
Alcoholic beverages .....	227.027	227.391	226.675	.5	-.2	-.3
Housing .....	248.847	249.122	249.724	1.9	.4	.2
Shelter .....	279.693	280.303	280.883	2.1	.4	.2
Rent of primary residence <sup>1</sup> .....	288.229	289.106	290.458	2.4	.8	.5
Owners' equivalent rent of residences <sup>1 2</sup> .....	292.282	292.732	293.168	2.0	.3	.1
Owners' equivalent rent of primary residence <sup>1 2</sup> .....	292.280	292.729	293.165	2.0	.3	.1
Fuels and utilities .....	263.367	260.150	262.645	2.7	-.3	1.0
Household energy .....	241.165	236.484	236.316	.5	-2.0	-.1
Energy services <sup>1</sup> .....	239.557	234.946	234.910	.6	-1.9	.0
Electricity <sup>1</sup> .....	288.732	273.371	273.452	4.3	-5.3	.0
Utility (piped) gas service <sup>1</sup> .....	173.732	187.271	187.029	-11.1	7.7	-.1
Household furnishings and operations .....	120.739	121.274	121.109	-.5	.3	-.1
Apparel .....	113.003	110.885	110.463	3.3	-2.2	-.4
Transportation .....	218.969	213.354	209.421	.6	-4.4	-1.8
Private transportation .....	212.826	207.031	203.309	.7	-4.5	-1.8
Motor fuel .....	335.088	310.124	293.981	-1.1	-12.3	-5.2
Gasoline (all types) .....	328.553	304.143	288.043	-1.0	-12.3	-5.3
Gasoline, unleaded regular <sup>3</sup> .....	330.661	305.976	289.409	-1.0	-12.5	-5.4
Gasoline, unleaded midgrade <sup>3 4</sup> .....	308.899	286.717	271.585	-1.0	-12.1	-5.3
Gasoline, unleaded premium <sup>3</sup> .....	309.169	285.688	272.556	-1.0	-11.8	-4.6
Medical care .....	403.541	403.302	407.977	4.7	1.1	1.2
Recreation <sup>5</sup> .....	103.331	103.667	103.832	.5	.5	.2
Education and communication <sup>5</sup> .....	139.988	139.722	141.429	3.4	1.0	1.2
Other goods and services .....	369.713	371.572	370.532	.3	.2	-.3
<b>Commodity and service group</b>						
All items .....	237.032	236.025	235.776	1.9	-.5	-.1
Commodities .....	183.598	181.403	179.793	1.2	-2.1	-.9
Commodities less food and beverages .....	153.413	150.107	147.965	.3	-3.6	-1.4
Nondurables less food and beverages .....	204.449	197.605	193.175	.6	-5.5	-2.2
Durables .....	103.129	103.568	103.845	-.2	.7	.3
Services .....	283.200	283.362	284.433	2.4	.4	.4
<b>Special aggregate indexes</b>						
All items less medical care .....	229.520	228.498	228.093	1.8	-.6	-.2
All items less shelter .....	218.457	216.740	216.127	1.8	-1.1	-.3
Commodities less food .....	157.070	153.835	151.712	.4	-3.4	-1.4
Nondurables .....	223.019	219.511	216.959	1.5	-2.7	-1.2
Nondurables less food .....	208.146	201.608	197.325	.6	-5.2	-2.1
Services less rent of shelter <sup>2</sup> .....	296.299	295.802	297.619	2.9	.4	.6
Services less medical care services .....	273.514	273.680	274.530	2.2	.4	.3
Energy .....	301.672	284.066	273.729	-.6	-9.3	-3.6
All items less energy .....	234.069	234.321	234.840	2.2	.3	.2
All items less food and energy .....	234.033	234.228	234.886	2.1	.4	.3

<sup>1</sup> This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.

<sup>2</sup> Index is on a December 1982=100 base.

<sup>3</sup> Special index based on a substantially smaller sample.

<sup>4</sup> Indexes on a December 1993=100 base.

<sup>5</sup> Indexes on a December 1997=100 base.

- Data not available.

NOTE: Index applies to a month as a whole, not to any specific date.

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

**DATE:** August 17, 2012 **August 22, 2012**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 7.3 – CONSIDERATION AND POSSIBLE ACTION  
ON VACATION PURCHASE PROGRAM EMPLOYEE BENEFIT COST  
SAVING OPTION.***

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**Recommendation:**

Staff and the Personnel Committee recommend the Board approve the Vacation Purchase Program as a revision to the District's Employee Handbook Paid Leave Policy.

**Background:**

Staff developed the Vacation Purchase Program to meet the request of the Personnel Committee to develop cost saving options for the District.

The Vacation Purchase Program could help generate cost savings for the District and help fill the gaps created by decreasing revenue. The Program provides employees with the ability to purchase up to ten vacation days and provide more flexibility in scheduling their time off while allowing them to pay quarterly or divide the cost across all twenty-six pay days throughout the year. Even employees who may not necessarily need extra vacation days can participate in the program as a way to do their part in keeping the District whole during tough economic times.

**Strategic Plan Element:**

This work is part of Strategic Element 4.0 Personnel Management and Strategic Element 6.0 Financial Management.

**Budget:**

If all 86 employees participate in the Vacation Purchase Program to purchase just one day each, financial indications reveal a savings of approximately \$24,000 based on an eight-hour day.

**Supporting Documents:**

- Revised Paid Leave Policy

## I. Paid Leave Policy

The District's policy allows eligible employees to earn time off in accordance with their employment status and length of service and to use such earned time to take time off with pay under the guidelines stated in this policy.

### 1. Vacation

The District recognizes the value of rest and relaxation and encourages you to use all accrued vacation benefits. Regular full-time employees are eligible for paid vacation according to months of service. Vacation must be approved in advance by the supervisor, and any request for vacation in excess of ten days or vacation to be taken in advance of accrual, requires approval of the General Manager.

Vacation is earned and accrued from the first day of employment with maximum accrual as follows:

Years of Service	Annual Accrual Hours per month	Maximum Accrual
1 – 5	6.67	2 weeks per year
6-15	10	3 weeks per year
16+	13 1/3	5 weeks per year

Vacation time is cumulative from year to year with a maximum accumulation of 280 hours, calculated on the basis of 35 eight (8) hour days. Terminating employees will be paid all accumulated vacation according to District procedures.

If an employee wishes to sell back to the District any accrued or purchased vacation time, the employee shall advise the Human Resources Department in writing of such desire. In that event, the District has the right, but not an obligation, to buy back such vacation time for cash in an amount equal to the employee's rate of pay in effect at the time the vacation time is purchased. A minimum vacation accrual of five days must be maintained when selling back vacation time to the District. The proceeds from vacation sell back will be paid to the employee on the paycheck on the next regular pay period. *However, if the employee has participated in the Vacation Purchase Program and owes the District any amount under Section 1.5.D. below, the proceeds from the vacation sell back shall first be applied to the amount owed the District, with the balance, if any, being remitted to the employee.*

#### **1.5 Vacation Purchase Program.**

*A. Introduction. The District's Vacation Purchase Program allows employees to purchase days of vacation beyond the amount of paid*

vacation they have earned through their service to the District, as provided in Section 1, above. Employees may purchase such additional vacation days using after-tax dollars, and the Vacation Purchase Program is not intended to constitute a plan under Internal Revenue Code Section 125. Participation in the Vacation Purchase Program is completely voluntary.

**B. Eligibility.** All District employees who accrue vacation are eligible to participate in the Vacation Purchase Program, provided, however, that if an employee is not accruing vacation as of January 1, the employee may participate in the Vacation Purchase Program only if that employee submits the Vacation Purchase Program Election form following this section within ten (10) days of when the employee begins to accrue vacation, and elects a repayment option, as described in Section D, below, that ensures that all of the purchase price for the days purchased is paid by December 31 of that year.

**C. Purchase of Additional Vacation Days.** For employees desiring to participate in the Vacation Purchase Program, they must elect to participate by completing the Vacation Purchase Program Election form immediately following this section. Additional vacation may be purchased only in full day increments, ranging from a minimum of one (1) day to a maximum of ten (10) days. An employee participating in the Vacation Purchase Program must select the number of days and applicable repayment period, as set forth on the attached Vacation Purchase Program Election form, and, except as provided under Section B, above, for newly eligible employees, submit that form to the Human Resources Manager or to the employee's supervisor no later than the first business day after January 1 of each year. Eligible employees must submit new purchase forms each year. Notwithstanding any other provision of this Section 1.5, an employee may not purchase additional vacation days that will result in the employee exceeding the 35 day limitation set forth in Section 1, above.

**D. Payment for Purchase of Additional Vacation Days.** The purchase price for additional vacation days shall be calculated by the Human Resources Department utilizing the employee's current daily base rate of pay. By completing the attached form, the employee authorizes the District to deduct after-tax dollars from the employee's pay checks to pay the purchase price for the additional vacation days purchased, over the selected period: annually (24 pay periods), semi-annually (12 pay periods) or quarterly (6 pay periods).

**E. Failure to Use Additional Vacation Days.** Vacation days that are purchased under the Vacation Purchase Program may be carried over to the following year or years if not used in the year purchased.

*F. Scheduling of Additional Vacation Days. All additional vacation days purchased under the Vacation Purchase Program shall be scheduled as set forth in Section 1, above, for vacation that otherwise accrues.*

**PALMDALE WATER DISTRICT  
VACATION PURCHASE PROGRAM ELECTION FORM  
AND PAYROLL DEDUCTION AUTHORIZATION**

**EMPLOYEE INFORMATION**

Name \_\_\_\_\_

Department \_\_\_\_\_

Telephone Extension \_\_\_\_\_ E-Mail Address \_\_\_\_\_

**VACATION PURCHASE INFORMATION**

I wish to purchase: 1 2 3 4 5 6 7 8 9 10 (circle one) days of  
vacation for 20\_\_\_\_\_.

I wish to pay for the purchased vacation days by prorated payroll deductions of after-tax  
dollars over one of the following periods (please check one of the following options):

\_\_\_\_\_ Annually (24 pay periods)

\_\_\_\_\_ Semi-annually (12 pay periods)

\_\_\_\_\_ Quarterly (6 pay periods)

Employee's daily rate of pay: \$\_\_\_\_\_ (to be completed by Human  
Resources)

**PAYROLL DEDUCTION CALCULATION AND AUTHORIZATION**

\$\_\_\_\_\_ (employee's daily rate of pay)

x\_\_\_\_\_ (number of days purchased)

/\_\_\_\_\_ (divided by number of pay periods selected above)

\$\_\_\_\_\_ (cost per pay period)

I authorize the sum of \$\_\_\_\_\_ to be deducted from my semi-monthly payroll  
check in payment of the purchase of \_\_\_\_\_ additional vacation days for the year 20\_\_\_\_\_.

Dated: \_\_\_\_\_ Employee Signature \_\_\_\_\_

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

**DATE:** August 17, 2012 **August 22, 2012**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 7.4 – CONSIDERATION AND POSSIBLE ACTION  
ON LETTER SUPPORTING THE APPOINTMENT OF KEITH DYAS,  
AVEK DIRECTOR, TO LAHONTAN REGIONAL WATER QUALITY  
CONTROL BOARD***

---

**Recommendation:**

Staff recommends the Board of Directors authorize the General Manager to execute a letter to the Office of the Governor in support of the appointment of Keith Dyas to the Lahontan Regional Water Quality Control Board.

**Background:**

Mr. Keith Dyas is a Director for the Antelope Valley-East Kern Water Agency and is a current member of the Lahontan Regional Water Quality Control Board. Mr. Dyas has requested the District's support in continuing his term of service on the Lahontan Regional Water Quality Control Board. The District previously provided this support in 1999.

**Strategic Plan Element:**

This work is part of Strategic Element 5.0 Administrative Management.

**Budget:**

This action will have no impact on the budget.

**Supporting Documents:**

- Resume of Keith Dyas
- August 7, 2012 letter from AVEK supporting the appointment of Keith Dyas to the Lahontan Regional Water Quality Control Board
- August 22, 2012 draft letter from PWD supporting the appointment of Keith Dyas to the Lahontan Regional Water Quality Control Board

# RESUME

Robert Keith Dyas  
2856 Owens Way  
P.O. Box 687  
Rosamond, CA 93560

Home: (661) 256-4512

Work: (661) 277-1413

## Education

M.S. Mechanical Engineering; California State University, Fresno; August 1989;  
Distinguished Graduate (3.9 GPA); emphasis: Aircraft Stability and Control Systems

B.S. Civil Engineering; California State Polytechnic University, Pomona; June 1975;  
(3.5 GPA)

## Professional Experience

1994 to Present: Environmental Engineer; Environmental Management Directorate;  
Edwards AFB, CA

1984 to 1994: Civil Engineer, Civil Engineering Squadron; Edwards AFB, CA

1975 to 1984: Mechanical Engineer, Occidental Petroleum Corporation; Mojave, CA

## Community Activities

Vice-President, Antelope Valley-East Kern Water Agency

Board Member, Lahontan Regional Water Quality Control Board

Member, Wayside Chapel Community Church

Vice Chairman, Kern County Water Resources Committee

BOARD OF DIRECTORS

GEORGE LANE  
Division 4  
President

KEITH DYAS  
Division 2  
Vice President

CHARLES O'DOUGHLIN  
Division 1

FRANK S. DONATO  
Division 3

ANDY D. RUTLEDGE  
Division 5

MARLON BARNES  
Division 6

DAVID RIZZO  
Division 7



A PUBLIC AGENCY

OFFICERS

DAN FLODY  
General Manager

HOLLY H. HUGHES  
Secretary-Treasurer

August 7, 2012

Office of the Governor  
Appointments Unit  
State Capitol  
Sacramento, CA 95814

**RE: In Support of R. Keith Dyas for Water Quality Control Board,  
Lahontan Region**

Attention Appointments:

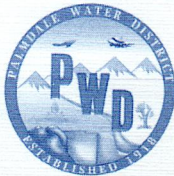
For the past twenty-one years, Mr. R. Keith Dyas has served with dedication, integrity and distinction as an elected member of the Board of Directors of the Antelope Valley-East Kern Water Agency. Additionally, he is currently serving in the capacity of Vice-President of the Agency.

Mr. Dyas has also served on the Water Quality Control Board for the Lahontan Region for the past eight years. He has expressed his desire to continue his service dedicated to serving his community in the preservation and protection of water resources.

Mr. Dyas has the educational and professional experience that qualifies him for continued service and reappointment to the RWQCB. Therefore, as President and on behalf of the Antelope Valley-East Kern Water Agency, I encourage California Governor Brown to reappoint R. Keith Dyas as a member of the Lahontan RWQCB.

Respectfully submitted,

George M. Lane, President  
Antelope Valley - East Kern Water Agency  
(661) 943-3201



# PALMDALE WATER DISTRICT

2029 East Avenue Q • Palmdale, California 93550 • Telephone (661) 947-4111  
Fax (661) 947-8604  
[www.palmdalewater.org](http://www.palmdalewater.org)

LAGERLOF, SENECAL, GOSNEY & KRUSE LLP  
Attorneys



## Board of Directors

ROBERT E. ALVARADO  
Division 1

GORDON G. DEXTER  
Division 2

GLORIA DIZMANG  
Division 3

KATHY MAC LAREN  
Division 4

STEVE R. CORDOVA  
Division 5

August 22, 2012

Office of the Governor  
Appointments Unit  
State Capitol  
Sacramento, CA 95814

## RE: SUPPORT OF KEITH DYAS TO LAHONTAN REGIONAL WATER QUALITY CONTROL BOARD

Attention Appointments:

The Board of Directors of the Palmdale Water District hereby offers their full support to the re-appointment of Keith Dyas to the Lahontan Regional Water Quality Control Board. Mr. Dyas is a Board member for the Antelope Valley-East Kern Water Agency and has a solid background in the field of water supply and water quality. His education and professional experience qualify him for continued service as a Board member for the Lahontan Regional Water Quality Control Board.

Very truly yours,

\_\_\_\_\_  
DENNIS D. LaMOREAUX,  
General Manager

DDL/dd

# **PALMDALE WATER DISTRICT BOARD MEMORANDUM**

**DATE:** August 14, 2012

**August 22, 2012**

**TO:** BOARD OF DIRECTORS

**Regular Board Meeting**

**FROM:** Mr. Bob Egan, Financial Advisor

**RE:** ***AGENDA ITEM NO. 7.5 – CONSIDERATION AND POSSIBLE ACTION ON SETTING PALMDALE WATER DISTRICT’S ASSESSMENT RATES FOR FISCAL YEAR 2012-2013 AND ADOPTION OF RESOLUTION NO. 12-12 REGARDING SAID RATES.***

---

## **Recommendation:**

It is recommended that Resolution No. 12-12 be adopted establishing secured tax rates for fiscal year 2012-2013 at the rates set forth in said Resolution.

## **Background:**

The Palmdale Water District’s assessments are levied to cover the District’s share of costs associated with the State Water Project.

The County of Los Angeles Department of Auditor-Controller has submitted the necessary information to the District for determining the District’s 2012-2013 assessed valuation and tax rate. I have reviewed this information and propose an annual tax assessment rate of 0.333614 for the 2012-2013 fiscal year. The District’s tax assessment rates must be received by the County of Los Angeles Department of Auditor-Controller by August 24, 2012.

## **Supporting Documents:**

- August 14, 2012 letter from Financial Advisor Egan
- August 5, 2011 letter from County of Los Angeles Department of Auditor-Controller regarding 2011-2012 Assessed Valuation and Tax Rate Input Forms
- Resolution No. 12-2 and County form CR52 Report A input form
- Palmdale Water District Voted Indebtedness Rate History dated August 24, 2011

## **Strategic Plan Element:**

This work is part of Strategic Goal 2.1 (Ensure adequate water supplies for existing and future customers) and Strategic Goal 6.1 (Develop and approve annual budgets).



# PALMDALE WATER DISTRICT

2029 East Avenue Q • Palmdale, California 93550 •

Telephone (661) 947-4111

Fax (661) 947-8604

[www.palmdalewater.org](http://www.palmdalewater.org)

## Board of Directors

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Division 1

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Division 4

STEVE R. CORDOVA  
Division 5

LAGERLOF, SENECA, GOSNEY & KRUSE LLP  
Attorneys



August 14, 2012

BOARD OF DIRECTORS  
PALMDALE WATER DISTRICT  
Palmdale, CA 93550

## RE: 2012/2013 ASSESSMENTS

Dear Board of Directors:

Per the attached copy of a letter dated August 8, 2012, the Los Angeles County Auditor-Controller transmitted District assessed value information for 2012-2013 assessment year and indicated that the Controller must be in receipt of District assessment rates by August 24, 2012. As a result, it appears that this matter must be acted upon at the August 22, 2012 regular meeting. Assessed value for land only for the various area codes within the District are as follows (with comparative numbers for last year):

		2011/2012	2010/2011
		ASSESSED	ASSESSED
AREA	DESCRIPTION	VALUE	VALUE
A 308.66	Zone A	466,980,020	476,722,505
B 308.61	Zone B	43,281,995	46,122,546
B-2 308.62	Zone B2	1,153,391	1,140,174
C 308.63	Zone C	8,608,811	10,310,607
E 308.65	Zone E	956,781,728	994,238,779
		1,476,805,945	1,528,534,611

BOARD OF DIRECTORS  
PALMDALE WATER DISTRICT

-2-

August 14, 2012

Supplemental Water Costs which affect all portions of the District are as follows:

Total to be raised:	<u>2012-2013</u>
1) State Water Contract invoice received for capital and minimum operation, maintenance, power, and repair charges for State project facilities plus the East branch enlargement for 2013 less prior years fixed cost refunds	2,082,467
2) Expected Butte fixed charges	1,470,000
3) CRA recovery	883,347
 Total	 \$ 4,435,814

Total Assessed Value of the District: 1,414,494,581  
Assessed Rate Required:

$$\begin{array}{r} 2012-2013 \text{ with} \\ 6\% \text{ Delinquency Factor} \\ \hline 4,435,814 \\ (14,144,946 \times *.94) = \end{array} \quad \underline{0.333614}$$

\* delinquency factor

Transmitted herewith is a copy of a proposed Resolution required by the Los Angeles County Auditor-Controller.

Very truly yours,

  
ROBERT M. EGAN, Financial Advisor

RME/dd

Enclosure

cc: Mr. Dennis D. LaMoreaux  
Mr. Michael Williams  
Mr. Dennis Hoffmeyer



**COUNTY OF LOS ANGELES  
DEPARTMENT OF AUDITOR-CONTROLLER**

KENNETH HAHN HALL OF ADMINISTRATION  
500 WEST TEMPLE STREET, ROOM 525  
LOS ANGELES, CALIFORNIA 90012-3873  
PHONE: (213) 974-8361 FAX: (213) 229-0688

**RECEIVED**

AUG 10 2012

WENDY L. WATANABE  
AUDITOR-CONTROLLER

JUDI E. THOMAS  
CHIEF DEPUTY

ADDRESS ALL CORRESPONDENCE TO:  
PROPERTY TAX DIVISION  
500 W. TEMPLE ST., ROOM 484  
LOS ANGELES, CA 90012-2713

August 8, 2012

ALL TAXING AGENCIES  
COUNTY OF LOS ANGELES

Attention: Treasurer or Finance Director

**2012-2013 ASSESSED VALUATION AND TAX RATE INPUT FORMS**

Enclosed are the 2012-2013 assessed valuation statements for your taxing agency and our standard CR52 Report A input form for this fiscal year. To assist you in establishing your tax rates, also included is an information sheet indicating the 2011-12 unitary and pipeline revenue paid to your agency. This represents your agency's proportionate share of the tax revenue generated from the 2011-12 countywide unitary and pipeline value reported to the County by the State Board of Equalization (SBE).

The CR52 Report A input form along with a copy of your resolution must be completed and returned by August 22, 2012. The tax rates must be extended to six decimal places (e.g., 123456). Please enter zeros (e.g., 000000), if your agency does not levy a tax rate. **If your agency levies a tax rate, it must be in accordance with the provisions of Article XIII A, Section 1(b) of the Constitution of the State of California. This law requires that a debt service rate only be applied to the voters if it is approved prior to July 1, 1978 and any bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by the voters voting on the proposition.**

The completed form(s) should be mailed to:

County of Los Angeles  
Auditor-Controller, Tax Division  
500 West Temple Street, Room 484  
Los Angeles, California 90012-2766  
Attention: Kelvin Aikens

All Taxing Agencies  
Assessed Valuation and Tax Rate Input Forms  
Page 2

Please make sure the input form is completely filled out and signed to ensure inclusion of your tax rate(s) on the tax bills.

If you have any questions or require additional assistance, please contact **Kelvin Aikens** or **Gregory Allen** of this office at (213) 974-7998 and (213) 974-7344, respectively.

Sincerely,

A handwritten signature in cursive script, appearing to read "Arlene Barrera".

Arlene Barrera, Chief  
Tax Division

Attachments

AB:KA:ga

CreateTax Roll-Annual/New FY Process/FY2012-13/CR Process/DS Rate Letter.doc

**COUNTY OF LOS ANGELES  
AUDITOR - CONTROLLER/TAX DIVISION**

SV13 07/26/12

ASSESSED VALUATIONS AUGUST 2012

0869

**TAXING AGENCY308.60 PALMDALE WATER DIST****SECURED VALUATIONS**

## LOCALLY ASSESSED -

LAND	1413628881
IMPROVEMENTS	3284985970
PERSONAL PROPERTY	25549458
LESS: EXEMPTIONS <sup>1</sup>	124189232
<b>TOTAL - LOCALLY ASSESSED</b>	<b>4599975077</b>

## PUBLIC UTILITY (ST. BOARD OF EQUAL)

LAND	865700
IMPROVEMENTS	
PERSONAL PROPERTY	
<b>TOTAL - PUBLIC UTILITY</b>	<b>865700</b>

<b>TOTAL - SECURED VALUATIONS</b>	<b>4600840777</b>
-----------------------------------	-------------------

**UNSECURED VALUATIONS<sup>2</sup>**

LAND	
IMPROVEMENTS	36671028
PERSONAL PROPERTY	48305118
LESS: EXEMPTIONS <sup>1</sup>	203500
<b>TOTAL - UNSECURED VALUATIONS</b>	<b>84772646</b>

<b>GRAND TOTAL</b>	<b>4685613423</b>
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AIRCRAFT<sup>3</sup>

SECURED HOMEOWNER EXEMPTION <sup>4</sup>	84445607
---	----------

UNSECURED HOMEOWNER EXEMPTION <sup>5</sup>	
---	--

TOTAL HOMEOWNER EXEMPTION	84445607
------------------------------	----------

<sup>1</sup> Exclusive of Homeowner Exemption.<sup>2</sup> Tax levied at last year's secured rate.<sup>3</sup> Taxed at full rate & distributed according to 5451 to 5456 of the Revenue & Taxation Code.<sup>4</sup> Do not add to exemptions for rate setting purposes.<sup>5</sup> Subtract from "Total-Unsecured Valuations" for determination of Unsecured Tax Revenue.

The above information was compiled  
from the official records of the  
County of Los Angeles.

AUDITOR - CONTROLLER

By Arlene Barrera  
Chief, Tax Division

**COUNTY OF LOS ANGELES  
AUDITOR - CONTROLLER/TAX DIVISION**

SV13 07/26/12

ASSESSED VALUATIONS AUGUST 2012

0870

**TAXING AGENCY 308.61 PALMDALE WATER DIST ZONE B****SECURED VALUATIONS**

## LOCALLY ASSESSED -

LAND 41334780

IMPROVEMENTS 78751300

PERSONAL PROPERTY 47728

LESS: EXEMPTIONS<sup>1</sup>

TOTAL - LOCALLY ASSESSED 120133808

## PUBLIC UTILITY (ST. BOARD OF EQUAL.)

LAND

IMPROVEMENTS

PERSONAL PROPERTY

TOTAL - PUBLIC UTILITY

TOTAL - SECURED VALUATIONS 120133808

**UNSECURED VALUATIONS<sup>2</sup>**

LAND

IMPROVEMENTS

PERSONAL PROPERTY 185125

LESS: EXEMPTIONS<sup>1</sup>

TOTAL - UNSECURED VALUATIONS 185125

**GRAND TOTAL 120318933**AIRCRAFT<sup>3</sup>

## SECURED

HOMEOWNER EXEMPTION<sup>4</sup> 1334821

## UNSECURED

HOMEOWNER EXEMPTION<sup>5</sup>

## TOTAL

HOMEOWNER EXEMPTION 1334821

<sup>1</sup> Exclusive of Homeowner Exemption.<sup>2</sup> Tax levied at last year's secured rate.<sup>3</sup> Taxed at full rate & distributed according to 5451 to 5456 of the Revenue & Taxation Code.<sup>4</sup> Do not add to exemptions for rate setting purposes.<sup>5</sup> Subtract from "Total-Unsecured Valuations" for determination of Unsecured Tax Revenue.

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County of Los Angeles.

AUDITOR - CONTROLLER

By Arlene Barrera  
Chief, Tax Division

**COUNTY OF LOS ANGELES  
AUDITOR - CONTROLLER/TAX DIVISION**

SV13 07/26/12

ASSESSED VALUATIONS AUGUST 2012

0871

**TAXING AGENCY 308.62 PALMDALE WATER DIST ZONE B2****SECURED VALUATIONS**

## LOCALLY ASSESSED -

LAND 1125752

IMPROVEMENTS 2033725

PERSONAL PROPERTY

LESS: EXEMPTIONS<sup>1</sup>

TOTAL - LOCALLY ASSESSED 3159477

## PUBLIC UTILITY (ST. BOARD OF EQUAL.)

LAND

IMPROVEMENTS

PERSONAL PROPERTY

TOTAL - PUBLIC UTILITY

TOTAL - SECURED VALUATIONS 3159477

## SECURED

HOMEOWNER EXEMPTION<sup>4</sup> 28000**UNSECURED VALUATIONS<sup>2</sup>**

LAND

IMPROVEMENTS

PERSONAL PROPERTY 9398

LESS: EXEMPTIONS<sup>1</sup>

TOTAL - UNSECURED VALUATIONS 9398

**GRAND TOTAL 3168875**

## UNSECURED

HOMEOWNER EXEMPTION<sup>5</sup>

## TOTAL

HOMEOWNER EXEMPTION 28000

AIRCRAFT<sup>3</sup><sup>1</sup> Exclusive of Homeowner Exemption.<sup>2</sup> Tax levied at last year's secured rate.<sup>3</sup> Taxed at full rate & distributed according to 5451 to 5456 of the Revenue & Taxation Code.<sup>4</sup> Do not add to exemptions for rate setting purposes.<sup>5</sup> Subtract from "Total-Unsecured Valuations" for determination of Unsecured Tax Revenue.

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County of Los Angeles.

AUDITOR - CONTROLLER

By Arlene Barrera  
Chief, Tax Division

**COUNTY OF LOS ANGELES  
AUDITOR - CONTROLLER/TAX DIVISION**

SV13 07/26/12

ASSESSED VALUATIONS AUGUST 2012

0872

**TAXING AGENCY 308.63 PALMDALE WATER DIST ZONE C****SECURED VALUATIONS**

## LOCALLY ASSESSED -

LAND 8621552

IMPROVEMENTS 15878547

PERSONAL PROPERTY

LESS: EXEMPTIONS<sup>1</sup>

TOTAL - LOCALLY ASSESSED 24500099

## PUBLIC UTILITY (ST. BOARD OF EQUAL.)

LAND

IMPROVEMENTS

PERSONAL PROPERTY

TOTAL - PUBLIC UTILITY

TOTAL - SECURED VALUATIONS 24500099

**UNSECURED VALUATIONS<sup>2</sup>**

LAND

IMPROVEMENTS 14271

PERSONAL PROPERTY 194625

LESS: EXEMPTIONS<sup>1</sup>

TOTAL - UNSECURED VALUATIONS 208896

**GRAND TOTAL 24708995**AIRCRAFT<sup>3</sup>SECURED  
HOMEOWNER EXEMPTION<sup>4</sup> 322000UNSECURED  
HOMEOWNER EXEMPTION<sup>5</sup>TOTAL  
HOMEOWNER EXEMPTION 322000<sup>1</sup> Exclusive of Homeowner Exemption.<sup>2</sup> Tax levied at last year's secured rate.<sup>3</sup> Taxed at full rate & distributed according to 5451 to 5456 of the Revenue & Taxation Code.<sup>4</sup> Do not add to exemptions for rate setting purposes.<sup>5</sup> Subtract from "Total-Unsecured Valuations" for determination of Unsecured Tax Revenue.

The above information was compiled  
from the official records of the  
County of Los Angeles.

AUDITOR - CONTROLLER

By Arlene Barrera  
Chief, Tax Division

**COUNTY OF LOS ANGELES  
AUDITOR - CONTROLLER/TAX DIVISION**

SV13 07/26/12

ASSESSED VALUATIONS AUGUST 2012

0873

**TAXING AGENCY 308.65 PALMDALE WATER DIST ZONE E****SECURED VALUATIONS**

## LOCALLY ASSESSED -

LAND 910597224

IMPROVEMENTS 2152179223

PERSONAL PROPERTY 1228556

LESS: EXEMPTIONS<sup>1</sup> 16608084

TOTAL - LOCALLY ASSESSED 3047396919

## PUBLIC UTILITY (ST. BOARD OF EQUAL.)

LAND 808700

IMPROVEMENTS

PERSONAL PROPERTY

TOTAL - PUBLIC UTILITY 808700

TOTAL - SECURED VALUATIONS 3048205619

**UNSECURED VALUATIONS<sup>2</sup>**

LAND

IMPROVEMENTS 17237143

PERSONAL PROPERTY 22716943

LESS: EXEMPTIONS<sup>1</sup> 47000

TOTAL - UNSECURED VALUATIONS 39907086

**GRAND TOTAL 3088112705**AIRCRAFT<sup>3</sup>SECURED  
HOMEOWNER EXEMPTION<sup>4</sup> 56724952UNSECURED  
HOMEOWNER EXEMPTION<sup>5</sup>TOTAL  
HOMEOWNER EXEMPTION 56724952<sup>1</sup> Exclusive of Homeowner Exemption.<sup>2</sup> Tax levied at last year's secured rate.<sup>3</sup> Taxed at full rate & distributed according to 5451 to 5456 of the Revenue & Taxation Code.<sup>4</sup> Do not add to exemptions for rate setting purposes.<sup>5</sup> Subtract from "Total-Unsecured Valuations" for determination of Unsecured Tax Revenue.

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from the official records of the  
County of Los Angeles.

AUDITOR - CONTROLLER

By Arlene Barrera  
Chief, Tax Division

**COUNTY OF LOS ANGELES  
AUDITOR - CONTROLLER/TAX DIVISION**

SV13 07/26/12

ASSESSED VALUATIONS AUGUST 2012

0874

**TAXING AGENCY308.66 PALMDALE WATER DIST ZONE A****SECURED VALUATIONS**

## LOCALLY ASSESSED -

LAND	451949573
IMPROVEMENTS	1036143175
PERSONAL PROPERTY	24273174
LESS: EXEMPTIONS <sup>1</sup>	107581148
<b>TOTAL - LOCALLY ASSESSED</b>	<b>1404784774</b>

## PUBLIC UTILITY (ST. BOARD OF EQUAL.)

LAND	57000
IMPROVEMENTS	
PERSONAL PROPERTY	
<b>TOTAL - PUBLIC UTILITY</b>	<b>57000</b>

<b>TOTAL - SECURED VALUATIONS</b>	<b>1404841774</b>
-----------------------------------	-------------------

SECURED HOMEOWNER EXEMPTION <sup>4</sup>	26035834
---	----------

**UNSECURED VALUATIONS<sup>2</sup>**

LAND	
IMPROVEMENTS	19419614
PERSONAL PROPERTY	25199027
LESS: EXEMPTIONS <sup>1</sup>	156500
<b>TOTAL - UNSECURED VALUATIONS</b>	<b>44462141</b>

<b>GRAND TOTAL</b>	<b>1449303915</b>
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AIRCRAFT<sup>3</sup>

UNSECURED HOMEOWNER EXEMPTION <sup>5</sup>	
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<b>TOTAL HOMEOWNER EXEMPTION</b>	<b>26035834</b>
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<sup>1</sup> Exclusive of Homeowner Exemption.<sup>2</sup> Tax levied at last year's secured rate.<sup>3</sup> Taxed at full rate & distributed according to 5451 to 5456 of the Revenue & Taxation Code.<sup>4</sup> Do not add to exemptions for rate setting purposes.<sup>5</sup> Subtract from "Total-Unsecured Valuations" for determination of Unsecured Tax Revenue.

The above information was compiled  
from the official records of the  
County of Los Angeles.

AUDITOR - CONTROLLER

By Arlene Barrera  
Chief, Tax Division

**COUNTY OF LOS ANGELES  
AUDITOR - CONTROLLER/TAX DIVISION**

SV13 07/26/12

ASSESSED VALUATIONS AUGUST 2012

0875

**TAXING AGENCY 308.67 PALMDALE WATER-WESTMONT IMP DIST****SECURED VALUATIONS**

## LOCALLY ASSESSED -

LAND	96527357
IMPROVEMENTS	232660992
PERSONAL PROPERTY	14531
LESS: EXEMPTIONS <sup>1</sup>	446070
<b>TOTAL - LOCALLY ASSESSED</b>	<b>328756810</b>

## PUBLIC UTILITY (ST. BOARD OF EQUAL.)

LAND	633700
IMPROVEMENTS	
PERSONAL PROPERTY	
<b>TOTAL - PUBLIC UTILITY</b>	<b>633700</b>

<b>TOTAL - SECURED VALUATIONS</b>	<b>329390510</b>
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SECURED HOMEOWNER EXEMPTION <sup>4</sup>	6748000
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**UNSECURED VALUATIONS<sup>2</sup>**

LAND	
IMPROVEMENTS	169202
PERSONAL PROPERTY	829606
LESS: EXEMPTIONS <sup>1</sup>	
<b>TOTAL - UNSECURED VALUATIONS</b>	<b>998808</b>

<b>GRAND TOTAL</b>	<b>330389318</b>
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AIRCRAFT<sup>3</sup>

UNSECURED HOMEOWNER EXEMPTION <sup>5</sup>	
---	--

<b>TOTAL HOMEOWNER EXEMPTION</b>	<b>6748000</b>
--------------------------------------	----------------

<sup>1</sup> Exclusive of Homeowner Exemption.<sup>2</sup> Tax levied at last year's secured rate.<sup>3</sup> Taxed at full rate & distributed according to 5451 to 5456 of the Revenue & Taxation Code.<sup>4</sup> Do not add to exemptions for rate setting purposes.<sup>5</sup> Subtract from "Total-Unsecured Valuations" for determination of Unsecured Tax Revenue.

The above information was compiled  
from the official records of the  
County of Los Angeles.

AUDITOR - CONTROLLER

By Arlene Barrera  
Chief, Tax Division

COUNTY OF LOS ANGELES  
AUDITOR-CONTROLLER/TAX DIVISION

2011-2012 UNITARY REVENUE

LISTED BELOW IS THE AMOUNT OF THE COUNTYWIDE UNITARY REVENUE CREDITED AND PAID TO YOUR AGENCY FOR 2011-2012. THIS REPRESENTS YOUR AGENCY'S SHARE OF THE REVENUE GENERATED FROM THE COUNTYWIDE UNITARY AND PIPELINE VALUE OF \$13,155,481,418 REPORTED TO THE COUNTY BY THE STATE BOARD OF EQUALIZATION IN 2011-2012.

FOR YOUR INFORMATION, THE 2012-2013 COMBINED COUNTYWIDE UNITARY AND PIPELINE VALUE IS \$13,244,953,881.

<u>ACCOUNT NO.</u>	<u>AGENCY NAME</u>	<u>1% REVENUE</u>	<u>D/S REVENUE</u>
308.61	PALMDALE WATER DIST ZONE B	628.99	8.01
308.62	PALMDALE WATER DIST ZONE B2	19.34	.00
308.63	PALMDALE WATER DIST ZONE C	252.15	.00
308.65	PALMDALE WATER DIST ZONE E	9,743.44	522.31
308.66	PALMDALE WATER DIST ZONE A	10,649.07	848.03
308.67	PALMDALE WATER-WESTMONT IMP	1,065.62	.00

**PALMDALE WATER DISTRICT  
RESOLUTION NO. 12-12**

WHEREAS, the Los Angeles County Auditor-Controller has submitted to the Palmdale Water District the assessed value information necessary to enable the District to establish its assessment rates; and

WHEREAS, the Board of Directors has reviewed the assessed value information and has calculated the amounts needed to be raised to meet the State Water Contract; and

WHEREAS, the Board of Directors has determined the assessment rate required to raise the required funds.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of Palmdale Water District hereby establishes the following secured tax rates for 2012-2013:

<u>ACCOUNT #</u>	<u>AGENCY NAME</u>	<u>TAX RATE</u>
308.60	Palmdale Water District	.000000
308.61	Palmdale Water District Zone B	.333614
308.62	Palmdale Water District Zone B2	.333614
308.63	Palmdale Water District Zone C	.333614
308.65	Palmdale Water District Zone E	.333614
308.66	Palmdale Water District Zone A	.333614
308.67	Palmdale Water-Westmont Imp. Dist.	.000000

FURTHER RESOLVED, that the Board of Supervisors of the County of Los Angeles, State of California, is hereby authorized and directed, at the time and in the manner directed by law, in addition to any and all other taxes and assessments levied against the lands within the Palmdale Water District, to levy and collect assessments against all of the lands within said District and the aforesaid improvement District at the rates set forth above.

PASSED AND ADOPTED at a regular meeting of the Board of Directors held on August 22, 2012, by the following roll call vote:

AYE:

NO:

ABSENT:

I hereby certify under penalty of perjury that the tax rates levied herein are exempt from the application of Article XIII A, Section 1(A) of the Constitution of the State of California.

Name: Gordon Dexter  
Title: President, Board of Directors

DATED: August 22, 2012

## CR52RPTA

## 2012 - 13 SECURED TAX RATES

ACCT #	AGENCY NAME	TAX RATE
308.60	PALMDALE WATER DIST	<u>.000000</u>
308.61	PALMDALE WATER DIST ZONE B	<u>.333614</u>
308.62	PALMDALE WATER DIST ZONE B2	<u>.333614</u>
308.63	PALMDALE WATER DIST ZONE C	<u>.333614</u>
308.65	PALMDALE WATER DIST ZONE E	<u>.333614</u>
308.66	PALMDALE WATER DIST ZONE A	<u>.333614</u>
308.67	PALMDALE WATER-WESTMONT IMP DIST	<u>.000000</u>

I, Gordon Dexter, AM ~~A MEMBER OF THE CITY COUNCIL~~, A MEMBER OF THE GOVERNING BOARD, ~~THE CHIEF EXECUTIVE OR THE CHIEF FINANCIAL OFFICER~~ FOR THIS AGENCY AND I HEREBY CERTIFY THAT THE TAX RATES LEVIED HEREIN ARE EXEMPT FROM THE APPLICATION OF ARTICLE XIII A, SECTION 1(A) OF THE CONSTITUTION OF THE STATE OF CALIFORNIA.

	President	August 22, 2012
	Board of Directors	
<u>AUTHORIZED SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>



# PALMDALE WATER DISTRICT

2029 East Avenue Q • Palmdale, California 93550 • Telephone (661) 947-4111

Fax (661) 947-8604

[www.palmdalewater.org](http://www.palmdalewater.org)

## Board of Directors

JEFF A. STORM  
Division 1

GORDON G. DEXTER  
Division 2

LINDA J. GODIN  
Division 3

RAUL FIGUEROA  
Division 4

STEVE R. CORDOVA  
Division 5

LAGERLOF, SENECA, GOSNEY & KRUSE LLP  
Attorneys



August 24, 2011

## Palmdale Water District Voted Indebtedness Rate History

Tax Year	Assessment Rate (\$/\$100 Land Value)
1991 - 1992	0.199614
1992 - 1993	0.154190
1993 - 1994	0.178991
1994 - 1995	0.184907
1995 - 1996	0.194441
1996 - 1997	0.274384
1997 - 1998	0.213657
1998 - 1999	0.200543
1999 - 2000	0.282007
2000 - 2001	0.296912
2001 - 2002	0.254909
2002 - 2003	0.375114
2003 - 2004	0.091329
2004 - 2005	0.163885
2005 - 2006	0.152281
2006 - 2007	0.119654
2007 - 2008	0.125445
2008 - 2009	0.125932
2009 - 2010	0.317372
2010 - 2011	0.313562
2011 - 2012	0.291664

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

**DATE:** August 17, 2012 **August 22, 2012**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Michael Williams, Finance Manager/CFO  
**VIA:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 7.6 – CONSIDERATION AND POSSIBLE ACTION  
ON AGREEMENT WITH STARNIK FOR THE USE OF UTILITY  
TRAKR CUSTOMER SERVICE INFORMATION SOFTWARE.***

---

**Recommendation:**

Staff recommends authorizing approval of the contract with Starnik Systems Incorporated for the use and implementation of their Utility Billing Software, Utility TrakR, pending final approval of contract language by legal counsel.

**Alternative Options:**

Continue to look for a replacement software package that requires no huge outlay of cash to purchase the software or purchase a new software package with a cost of \$500,000 to \$600,000.

**Impact of Taking No Action:**

Continue using the current antiquated, dysfunctional Utility Billing Software from Cogsdale, Incorporated.

**Background:**

The current Cogsdale Utility Billing Software package was brought into the District back in the late 2004, early 2005 time frame. Through their demos, they showed that they were the best fit for our operation. However, over the years, what was shown through the demos did not hold true in live production.

The Cogsdale Utility Billing system has not lived up to its promises and has been a constant disappointment in its performance over the years. It is my opinion that the use of its current table structure is antiquated, and the software package needs a complete re-write to take advantage of today's technology. But this is costly and time consuming, and the parent company is unwilling to make the needed changes and improvements due to costs.

BOARD OF DIRECTORS  
PALMDALE WATER DISTRICT

VIA: Mr. Dennis D. LaMoreaux, General Manager

August 16, 2012

Over the years, since the software was in place, numerous hours of staff time, as well as the initial outlay of cash to purchase the software and the annual maintenance and support payments, was a huge investment in the system and not easily replaced.

Starnik System Incorporated and their Utility Billing product is called Utility TrakR. What makes them different and what makes them a viable solution to the Cogsdale dilemma is that their software is “CLOUD BASED.”

What this means to us is that we do not have to purchase the software; we only rent it. So there is no huge outlay of cash in the range of \$500K to \$600K to purchase the software. We would be billed monthly based on the number of bills we generate. The cost to use their system, on an annual basis, is approximately the same cost as our annual maintenance and support agreement with Cogsdale.

**Strategic Plan Element:**

7.0 Customer Service

**Budget:**

The effect on the budget is minimal, with possible annual savings. Exact savings are difficult to determine since we will be billed on a per bill generated basis. Cogsdale has notified us of a 10% increase in annual maintenance and support upon renewal.

**Supporting Documents:**

- Starnik Agreement

**APPLICATION SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into between **Starnik Systems Inc.** ("Licensor"), a Texas corporation with its principal place of business located at 5111 80<sup>th</sup> Street, Lubbock TX 79424, and **Palmdale Water District** ("Licensee"), a California independent special district with its principal place of business located at 2029 East Avenue Q, Palmdale, CA 93550, and will be effective as of **September 1, 2012** (the "Effective Date").

**RECITALS**

WHEREAS, Licensor is engaged in the business of providing access to certain application software; and

WHEREAS, both Licensor and Licensee desire that Licensee be able to access and use such software on the terms set forth in this Agreement.

NOW, THEREFORE, Licensor and Licensee agree as follows:

**1. Definitions**

**Agreement** is defined in the preamble.

**Authorized Server** means Licensor's server or the server of Licensor's third-party hosting supplier.

**Documentation** means Licensor's documentation for its customer's use of the Software.

**Effective Date** is defined in the preamble.

**Fees** means Licensor's fees for the Licensor Materials and any Services as set forth in the Pricing Schedule.

**Change Order Form** means any order form that may be executed by Licensee and Licensor requesting any Services or changes to a previous order, which must be in the form attached hereto as Exhibit B or in another format specified by Licensor from time to time.

**Initial Order Form** means the order form for Licensee's initial subscription to access and use the Licensed Materials and/or to request any Services, a copy of which is attached to this Agreement as Exhibit A and incorporated herein.

**License** is defined in Section 2.

**Licensee** is defined in the preamble.

**Licensee Data** means data that Licensee enters in the course of using the Software.

**Licensor** is defined in the preamble.

**Licensor Confidential Information** means the Licensed Materials, the terms and conditions of this Agreement (including without limitation any pricing terms), and any other non-public information of Licensor to which Licensee gains access in the course of carrying out this Agreement.

**Licensed Materials** means the Software and associated Documentation specified in an Order Form and accessed at www.starnik.net, or such other URL as the Licensor may specify, as well as any materials delivered by Licensor to Licensee as the result of any Services.

**Order Form** means the Initial Order Form, any Change Order Form, or any Request for License Increase.

**Pricing Schedule** means Licensor's schedule of prices for products and services in effect at the time such products and services are provided. A copy of the Pricing Schedule as of the Effective Date is attached to this Agreement and incorporated herein as Schedule 1.

**Personnel** means Licensee's employees, customers, and contractors who are bound by confidentiality restrictions at least as restrictive as this Agreement provides.

**Request for License Increase** means an order form that may be submitted by Licensee and accepted by Licensor specifying an increase in the number of units, communities, or other metric by which exploitation of the Licensed Materials is measured, which must be in the form attached hereto as Exhibit C or in another format specified by Licensor from time to time.

**Services** means any setup, training, troubleshooting, programming, customization, branding, or other services performed by Licensor upon request from Licensee.

**Software** means the application software specified in an Order Form in object code form only.

**Subscription Period** means the period during which Licensee has paid a Fee to use particular features of the Licensed Materials as specified in the applicable Order Form. For example only and without limitation, if an Order Form specifies that Licensee may subscribe to particular Software for a monthly Fee, then the Subscription Period shall be the month covered by the Fee paid by Licensee.

**2. License Grant and Restrictions**

A. Conditioned upon Licensee's compliance with the terms and conditions herein, including without limitation Licensee's payment of all Fees when due, Licensor hereby grants Licensee a non-exclusive license to permit its Personnel within the United States during the applicable Subscription Period to: (i) access and use the Software (including the right to store Licensee Data) on the Authorized Server over the Internet; (ii) use the Documentation and any other Licensed Materials (if any) solely to support Licensee's use of the Software in accordance with this Agreement (the "License").

B. Licensor expressly reserves all rights in the Licensed Materials not specifically granted to Licensee; there are no implied rights to the Licensed Materials. It is acknowledged that all right, title and interest in the Licensed Materials will remain with Licensor (or third party suppliers, if applicable) and that the Licensed Materials are licensed on a subscription basis and not "sold" to Licensee. Unless specifically agreed in writing by Licensor, Licensor's exclusive ownership rights extend to any update, adaptation, translation, customization, or derivative work of the Licensed Materials, including without limitation as a result of any Services.

C. Licensee will use the Licensed Materials only for Licensee's internal business operations and will not permit the Licensed Materials to be used by or for the benefit of any third party. Licensee will not have the right to sublicense, lease, sell, or otherwise transfer the License, any Licensed Materials, or any portion thereof to any third party. Licensee may not (and may not encourage, enable, or assist any third party to) copy, modify, translate, reverse engineer, decompile, decrypt, disassemble, attempt to derive the source code of, or create derivative works of the Licensed Materials (except as and only to the extent any of the foregoing restrictions are prohibited by applicable law or to the extent as may be permitted by licensing terms governing use of open-sourced components included in the Licensed Materials). Licensee agrees to use the Licensed Materials in a manner that complies with all applicable laws, including copyright and all other intellectual property laws.

D. Licensee will not: (i) transmit or share identification or password codes to persons other than its Personnel within the United States, (ii) permit identification or password codes to be cached in proxy servers and accessed by individuals who are not Personnel, or (iii) permit access to the Licensed Materials through a single identification or password code being made available to multiple users on a network.

E. Licensee will comply at all times with Licensor's terms of service and the terms of service of Licensor's third-party hosting supplier as the foregoing are made available to Licensee and revised from time to time.

F. Licensee will not exploit the Licensed Materials in any unauthorized manner whatsoever, including but not limited to by trespass or burdening network capacity. Licensee will not interfere with the operation of the Licensed Materials or Licensor's performance of any Services or cause damage or malfunction of any software, hardware, data, systems, services, or networks, including without limitation through hacking, spoofing, denial of service attacks, worms, viruses, Trojan horses, or other technical means.

G. Licensee will not export or re-export the Licensed Materials in violation of any laws of the United States or any other jurisdiction, including without limitation (i) into any U.S. embargoed countries; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Denied Entity List. Licensee represents and warrants that neither Licensee nor its Personnel are located in any such country or on any such list.

H. The Licensed Materials are "Commercial Items" as that term is defined in 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are defined or used in 48 C.F.R. §12.212, 48 C.F.R. §227.7202, and 48 C.F.R. §252.227-7014, as applicable. Consistent with 48 C.F.R. §12.212, 48 C.F.R. §252.227-7015, 48 C.F.R. §227.7202-1 through 227.7202-4, 48 C.F.R. §52.227-19, and other relevant sections of the United States Code of Federal Regulations, as applicable, the Licensed Materials are distributed and licensed to the United States Government solely (i) as Commercial Items; and (ii) according to the terms and conditions contained in this Agreement.

**3. Order Forms, Fees, and Payment**

A. Licensee will request access to, and use of, all Licensed Materials and will order any Services through the applicable Order Form. Licensor may accept or reject any Order Form in its sole discretion.

B. Licensee will pay Licensor all Fees for access to, and use of, the Licensed Materials and for any Services as specified in an Order Form, in accordance with the Pricing Schedule. All Fees are quoted and must be paid in U.S. dollars. Fees are incurred upon acceptance by Licensor of an Order Form and are non-cancellable for any reason, unless otherwise specified in the applicable Order Form or Pricing Schedule. Fixed one-time fees and fixed recurring fees must be paid in advance, and time and materials charges and usage charges will be payable in arrears.

C. Licensor may revise the Pricing Schedule to increase or decrease prices in its sole discretion no more frequently than every twelve (12) months. In addition, Licensor may revise the Pricing Schedule at any time in its sole discretion.

to discontinue any products or services or include new or revised products or services and the prices therefor; if Licensee orders any such new or revised products or services, the terms of this Agreement will apply to any such order. In the event Licensor makes any change to the Pricing Schedule affecting Licensee, Licensor will notify Licensee of such change. Any price changes will take effect immediately upon notice to Licensee.

D. The Pricing Schedule and Order Forms may contain additional or different payment terms as those set forth herein. In the event of any conflict between the terms set forth herein and in the Pricing Schedule or any Order Form, the terms in the Pricing Schedule or any Order Form shall control. In the event of any conflict between the terms set forth in the Pricing Schedule and in any Order Form, the terms in the Order Form shall control.

E. Licensor will have no obligation to invoice Licensee except as provided in this paragraph. Licensor will invoice Licensee for any Services that are provided on a time-and-materials basis, as well as for any travel, administrative, equipment, and out-of-pocket expenses incurred in conjunction with any Services (such expenses are not included in any Fees stated in an Order Form unless expressly itemized therein). In addition, if the amount of Licensee Data exceeds the base storage space allotted by Licensor, then Licensor will calculate the average excess storage consumed each month and will invoice Licensee quarterly for such excess storage at the per-megabyte fee specified in the Pricing Schedule.

F. Fees quoted do not include, and Licensee will pay, indemnify, and hold harmless Licensor from, all sales/use, gross receipts, value-added, GST, personal property or other tax (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Licensor.

G. Licensee will pay each Licensor invoice within fifteen (15) days of the date of the invoice.

H. Licensee may not withhold or "setoff" any Fees. Licensor reserves the right to restrict or terminate access to, and use of, the Licensed Materials if any Fees are not paid when due. Any late payment will be subject to any costs of collection (including reasonable attorneys' fees) and will bear interest at the lesser of 1.5% per month or the maximum rate allowable by law.

I. If Licensor discontinues providing access to any Licensed Materials, Licensor will refund to Licensee the portion of any Fees paid by Licensee for the discontinued portion of the Subscription Period.

#### **4. Technical Support**

A. Telephone and internet based technical support will be provided by Licensor to Licensee only during normal hours of operation (currently 9 a.m. to 5:00 p.m., Licensor local time) and only for issues relating to the Licensed Materials only. Only Licensee's designated contact person may submit service requests. Requests must be made in accordance with Licensor instructions. Licensor will have no obligation to provide technical support to any of Licensee's customers. Unlimited support will be provided for the first three months; thereafter a maximum of ten support requests will be handled free of charge per month. Licensor may, but is not required to, provide technical support beyond the stated maximum at Licensor's then-current Fees for such support.

B. Licensee is responsible for providing, and for the quality of, Internet and local network connections and any other equipment necessary for Licensee to access or use the Licensed Materials other than the Authorized Server.

C. Licensor may, but is not required, to update, upgrade, extend, or otherwise modify the Licensed Materials or any features or functionality included therein at any time without notice to Licensee.

#### **5. Term and Termination**

A. The initial term of this Agreement will commence on the Effective Date and will continue for a period of one (1) year. Thereafter, this Agreement will automatically renew for successive one (1) year periods unless either party gives the other party, not fewer than thirty (30) days before the end of the then-current period, notice of its intent not to renew, or unless terminated earlier as set forth below.

B. Either party may terminate this agreement for material breach by the other party by providing notice to the breaching party, which termination shall occur automatically if such breach is not cured within a period of twenty-one (21) days following such notice. Termination for breach will not preclude the terminating party from exercising any other remedies for breach.

C. Upon expiration or termination of this Agreement, all of Licensee's rights and access to the Licensed Materials hereunder will cease, and Licensee will destroy all Licensed Materials and Licensor Confidential Information in its possession, provided that termination will have no effect on Licensee's payment obligations or the parties' rights or obligations under Sections 6 ("Licensee Data") through 22 ("Counterparts"), or any other provision which by its nature or terms should survive.

- D. In the event of termination or expiration of this Agreement, Licensor will make a final backup of Licensee Data and provide the backup media to Licensee at actual cost of duplication, upon request by Licensee, provided that Licensee has paid all Fees and is otherwise in compliance with this Agreement.

**6. Licensee Data**

- A. Licensee will ensure that the Licensee Data does not contain any obscene, pornographic, offensive, or defamatory content of any kind or any viruses or any other computer code, files, or programs that may harm, disrupt, or limit the normal operation of the Licensed Materials.
- B. Licensee will not collect or use any Licensee Data in any manner that violates any statute, regulation, rule, order, or other law, including without limitation any data privacy or security laws.

**7. Ownership of Intellectual Property**

- A. As between Licensor and Licensee, Licensor owns all right, title and interest, including all intellectual property rights, in and to the Licensed Materials, as well as to any code, documentation, inventions, data, content, or other work product conceived or developed by Licensor in the course of performing any Services. Without limiting the generality of the foregoing, Licensee acknowledges that Licensor owns, and may make available to its other customers, any or all bug-fixes, modifications, expansions, or enhancements to any Licensed Materials or any features or functionality therein made at Licensee's suggestion or request, in response to any feedback from Licensee, or in the course of performing any Services.
- B. As between Licensor and Licensee, Licensee owns all right, title and interest, including all intellectual property rights, in and to Licensee Data.
- C. This Agreement does not grant Licensee any rights to use any trademarks, service marks, trade names, or logos belonging to Licensor.
- D. Licensor will have the right to use Licensee's trade name, trademarks and logos to identify Licensee as a customer of Licensor in its advertising, marketing, and promotional materials, including but not limited to its website, during the term of this Agreement.

**8. Confidentiality**

A. Licensor Confidential Information is valuable, confidential information that is proprietary to Licensor. Licensee will not disclose Licensor Confidential Information to any third party and will safeguard access to Licensor Confidential Information using at least the same standard of care that Licensee uses for its own confidential materials and, in any event, a reasonable level of care. Licensee will not use Licensor Confidential Information except as necessary to further the purposes of this Agreement. Licensee acknowledges that violation of this paragraph would cause irreparable harm to Licensor not adequately compensable by monetary damages.

B. Licensor will hold all Licensee Data in confidence and will not disclose it to any third party or use it for any purposes other than performance of this Agreement without the prior written consent of Licensee. Licensor will safeguard access to Licensee Data using at least the same standard of care that Licensor uses for its own confidential materials and, in any event, a reasonable level of care. This obligation does not apply to Licensee Data that: (i) is or becomes, through no act or failure to act on the part of Licensor, generally known or available; (ii) is known by Licensor at the time of receiving such information; (iii) is hereafter furnished to Licensor by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by Licensor; or (v) is the subject of a written permission to disclose provided by Licensee. Further, notwithstanding the foregoing, Licensor may disclose any Licensee Data if such disclosure: (1) is in response to a valid order of a court or other governmental body; (2) is otherwise required by law; or (3) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

C. During the term of this Agreement and for two (2) years thereafter, Licensee will not, directly or indirectly: (i) solicit any employee or independent contractor of Licensor (or any person who has been an employee or independent contractor of Licensor at any time within the prior twelve (12) months) for the purposes of hiring them or otherwise causing them to cease employment or engagement with Licensor; or (ii) hire or otherwise engage the services of any such current or former employee or independent contractor. Licensee acknowledges that this paragraph is necessary to protect Licensor's trade secrets and other Licensor Confidential Information.

**9. Disclaimer of Warranties**

**A. LICENSEE ASSUMES FULL RESPONSIBILITY FOR USE OF THE LICENSED MATERIALS AND SERVICES TO ACHIEVE LICENSEE'S INTENDED PURPOSES AND FOR VERIFYING THE RESULTS THAT LICENSEE OBTAINS. LICENSOR AND ITS SUPPLIERS DISCLAIM ANY WARRANTY THAT THE LICENSED MATERIALS OR SERVICES WILL MEET LICENSEE'S REQUIREMENTS; THAT USE OF THE LICENSED MATERIALS OR**

SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; OR THAT THE LICENSED MATERIALS ARE OR WILL BE FREE FROM BUGS, VIRUSES, OTHER MALICIOUS CODE, ERRORS, OR OTHER PROGRAM LIMITATIONS.

B. THE LICENSED MATERIALS AND SERVICES ARE PROVIDED "AS IS," AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, REGARDING THE LICENSED MATERIALS AND SERVICES, AND RELATED MATERIALS OR CONTENT, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, SECURITY, MERCHANTABILITY, OR NONINFRINGEMENT. LICENSOR DISCLAIMS ALL EQUITABLE INDEMNITIES PERTAINING THERETO.

C. LICENSOR AND ITS SUPPLIERS ARE NOT ENGAGED IN RENDERING LEGAL, ACCOUNTING, BILLING OR OTHER PROFESSIONAL SERVICES. IF LEGAL ADVICE OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT. LICENSOR EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT LICENSEE'S USE OF THE LICENSED MATERIALS OR SERVICES WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), THE GRAMM-LEACH-BLILEY ACT OF 1999, THE SARBANES-OXLEY ACT OF 2002, OR OTHER FEDERAL OR STATE STATUTES OR REGULATIONS.

D. LICENSEE IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS USE OF THE LICENSED MATERIALS, SERVICES, LICENSEE DATA, OR OTHER RELATED CONTENT IS IN ACCORDANCE WITH ALL APPLICABLE STATUTES, REGULATIONS, RULES, ORDERS, AND OTHER LAWS, INCLUDING WITHOUT LIMITATION ALL DATA PRIVACY AND SECURITY LAWS. IT IS LICENSEE'S RESPONSIBILITY TO KEEP ABREAST OF CHANGES IN LAWS, REGULATIONS, BILLING AND ACCOUNTING PRACTICES THAT AFFECT ITS BUSINESS.

#### 10. Limitation of Liability, Indemnification

A. LICENSOR WILL NOT BE LIABLE TO LICENSEE FOR PERSONAL INJURY, LOST PROFITS, LOSS OF DATA, OR FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCURRED OR SUFFERED BY LICENSEE ARISING AS A RESULT OF OR RELATED TO THIS AGREEMENT OR ANY LICENSED MATERIALS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

B. Licensee will defend, indemnify, and hold harmless Licensor, its parents, subsidiaries, affiliates, and its and their officers, directors, employees, and agents, from and against any third-party claims arising out of or in conjunction with Licensee's collection or use of any Licensee Data, or any breach by Licensee of this Agreement, as well as all costs, expenses, and liabilities (including without limitation reasonable attorneys' fees) incurred in connection therewith.

C. Licensor's total liability under this Agreement, regardless of cause or theory of recovery, will not exceed the total amount of Fees paid by Licensee to Licensor during the one month period immediately preceding the occurrence or act or omission giving rise to the claim.

#### 11. Headings, Interpretation

Headings are for convenience only and may not be considered in interpreting this Agreement. This Agreement will be construed as to its fair meaning and not strictly for or against either party.

#### 12. Relationship of Parties

Licensor is an independent contractor of Licensee. Nothing in this Agreement will create or imply an agency relationship between the parties, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

#### 13. Non-assignment

This Agreement is personal to Licensee. Licensee may not assign, delegate, pledge, hypothecate, encumber, or otherwise transfer this Agreement, or any rights or obligations hereunder, whether pursuant to operation of law or otherwise, without Licensor's prior written consent, which Licensor may withhold in its sole discretion. Any attempt to the contrary will be void and of no legal effect. An assignment for purposes of this paragraph will be deemed to include without limitation any change of control of Licensee, which includes but is not limited to any transaction or series of transactions after the date of this Agreement pursuant to which any person or entity: (i) obtains direct or indirect beneficial ownership or management of more than 50% of Licensee's capital stock (or other equity interest ordinarily having voting rights); (ii) obtains direct or indirect beneficial ownership or management of all or substantially all of the assets of Licensee; or (iii) merges or consolidates with, or is merged or consolidated into, Licensee. Except as set forth in this paragraph, this Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

**14. Dispute Resolution**

A. Any dispute arising under or relating to this Agreement or its breach will be subject to binding arbitration by a single arbitrator administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures in Lubbock, Lubbock County, Texas. The award of the arbitrator will include a written explanation of the decision, will be limited to remedies otherwise available in court, and will be binding upon the parties and enforceable in any court of competent jurisdiction.

B. Subsection A notwithstanding, in the event of actual or threatened breach of Section 2 or 8 of this Agreement, Licensor may obtain, without posting any bond, equitable relief in state or federal court in Lubbock, Lubbock County, Texas, or in any other court of competent jurisdiction. Licensee expressly waives any objection or defense based on lack of personal jurisdiction or venue in connection with any such action.

**C. LICENSEE EXPRESSLY AND KNOWINGLY WAIVES ITS RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER OR PERTAINING TO THIS AGREEMENT OR ITS BREACH.**

**15. Governing Law**

This Agreement will be governed by and construed in accordance with the substantive laws of the United States and Texas. The United Nations Convention on Contracts for the International Sale of Goods and the Unfair Contracts Act in the United Kingdom will not apply to this Agreement.

**16. Attorneys' Fees**

In the event of any litigation or arbitration to enforce the terms of this Agreement, the prevailing party will be entitled to an award of reasonable attorneys' fees and costs.

**17. Notices**

Any notice required or permitted to be given herein will be given in writing and may be personally served or sent by facsimile, electronic mail, by a nationally recognized overnight delivery service, such as Federal Express (with postage prepaid and confirmation of delivery requested), or by registered or certified mail (with postage prepaid and return receipt requested). Such notice will be deemed to have been given if properly addressed and (i) if personally given, when received; (ii) if by facsimile or electronic mail, on the first business day occurring on or after the day transmission of such notice is confirmed by the recipient or by the transmitting machine, whichever occurs first; or (iii) if sent by overnight delivery service or certified or registered mail, when received as evidenced by the carrier's confirmation or return receipt or by acknowledgment of the recipient, whichever occurs first. Contact information for notice purposes will be as set forth beneath the signature lines below until changed by notice given as provided herein. For the avoidance of doubt, the parties consent to receive notices by electronic mail and agree that any such notices will satisfy any legal communications requirements.

**18. Severability**

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

**19. Force Majeure**

Except as regards payment obligations, neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such performance violates, or in the reasonable opinion of such party would violate, any applicable statute, regulation, rule, order, or other law or to the extent such delay or failure otherwise is caused by events or circumstances beyond such party's reasonable control, including without limitation any act of God, riot, war, terrorist act, civil unrest, flood, landslide, volcanic eruption, earthquake, epidemic, famine, plague, labor disturbances, or strikes.

**20. Waiver and Modification**

The waiver by any party of any breach or covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. Except as otherwise provided herein, this Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

**21. Entire Agreement**

This Agreement, including all exhibits and schedules attached hereto, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, proposals, negotiations, representations or communications relating to that subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein. The terms of any purchase order

or any pre-printed or other forms (except Order Forms as specified herein) provided by Licensee either before or after the Effective Date shall not apply to this Agreement or to any Licensed Materials or Services provided hereunder.

**22. Counterparts**

This Agreement may be executed in multiple counterparts (which may be delivered by facsimile transmission), each of which shall be deemed an original and all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Licensor: **Starnik Systems Inc.**Licensee: **Palmdale Water District**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Contact Information for Notices:

Contact Information for Notices:

Address: 7820 Orlando Avenue  
Lubbock, TX 79423Address: \_\_\_\_\_  
\_\_\_\_\_Facsimile: 817-900-7666

Facsimile: \_\_\_\_\_

Telephone: 806-792-9863

Telephone: \_\_\_\_\_

Electronic Mail: accounting@starnik.com

Electronic Mail: \_\_\_\_\_

**ATTACHMENTS:**Exhibit A – Initial Order FormExhibit B – Change Order FormExhibit C – Request for License IncreaseSchedule 1 – Pricing Schedule as of the Effective Date

**EXHIBIT A****INITIAL ORDER FORM**

THIS INITIAL ORDER FORM is entered into under the terms of that certain Application Services Agreement between "Licensee" specified below and **Starnik Systems Inc.** ("Licensor"), a Texas Corporation with offices at 7820 Orlando Avenue, Lubbock TX 79423 and the "Licensee" specified below dated as of the date specified below (the "Agreement").

**Payment Terms:** Fees will NOT be invoiced. The total amount of order for the first subscription period is due with delivery of this Initial Order Form and subsequent fees are payable in advance by the 25<sup>th</sup> day of the month prior to the commencement of the Subscription Period to: **Starnik Systems Inc., 7820 Orlando Avenue, Lubbock, TX 79423.**

**Date of Agreement:** September 1, 2012

**Software:**

UtilityTrakR - Base Module  
UtilityTrakR - Ebill and Import Module  
EnergyAuditR - Base Module

**Subscription Period:** Monthly

<b>Setup – One Time Fee</b>	<b>Units</b>	<b>Price</b>	<b>Total</b>
Hosting, Backups etc	30,000	\$400	\$400
UtilityTrakR w/Enhanced Module	30,000	\$125 per 500 units	\$7,500
<b>Total One-Time Setup Fee:</b>			<b>\$7,900</b>
<b>Software License Fee - Per Month</b>	<b>Units</b>		<b>Total</b>
Hosting, Backups etc.	30,000	\$400	\$400
UtilityTrakR w/Enhanced Module	30,000	\$125 per 500 units	\$7,500
<b>Total License Fee per Subscription Period</b>			<b>\$7,900</b>
<b>Total Amount at start of subscription</b>			<b>\$15,800</b>

**NOTE:** Fees stated above reflect Licensor's current Pricing Schedule, as defined in the Agreement. Licensee's actual Fees after the first Subscription Period will be as reflected in Licensor's Pricing Schedule in effect for the applicable Subscription Period, as provided in the Agreement. Fees are non-cancelable for the term of the Agreement and sums paid are non-refundable, except as expressly stated in the Agreement.

This Initial Order Form will be implemented three business days following the date the Agreement and this Initial Order Form are submitted by Licensee and accepted by Licensor and all required Fees are paid to Licensor, provided that if such date is after the 25<sup>th</sup> of the month, this Initial Order Form will be implemented the following month.

**ACCEPTED AND AGREED:**

**LICENSOR: Starnik Systems Inc.**

**LICENSEE: Palmdale Water District**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B****CHANGE ORDER FORM**

THIS CHANGE ORDER FORM is entered into under the terms of that certain Application Services Agreement between the "Licensee" specified below and **Starnik Systems Inc.** ("Licensor"), a Texas Corporation with offices at 7820 Orlando Avenue, Lubbock TX 79423 and dated as of the date specified below (the "Agreement").

**Payment Terms:** Recurring fees and flat fees for any Services will NOT be invoiced. Fees for services charged on a time and materials basis will be invoiced. The total amount of order for the first Subscription Period is due with delivery of this Change Order Form. License fees for subsequent Subscription Periods are payable in advance by the 25<sup>th</sup> day of the month prior to the commencement of the Subscription Period. Invoices are due upon receipt. Payments must be made in cash or by check drawn on a local or national bank to: Starnik Systems Inc., 7820 Orlando Avenue, Lubbock, TX 79423.

**Date of Original Agreement:** September 1, 2012

**Software:**

\_\_\_\_\_

\_\_\_\_\_

**Subscription Period:** Monthly; specify mid-Subscription Period effective date here, if needed: \_\_\_\_\_

**Services****Services Fees**

**Services Total:**

**Software**

<u>Total Units</u>	<u>Price</u>	<u>Quantity</u>	<u>Total</u>
--------------------	--------------	-----------------	--------------

**New Recurring License Fee Total:**

**Total Amount of Order First Changed Subscription Period:**

**NOTE:** All Fees stated above reflect Licensor's current Pricing Schedule, as defined in the Agreement. Licensee's actual Fees after the first changed month will be as reflected in Licensor's Pricing Schedule in effect for the applicable month, as provided in the Agreement. Fees are non-cancelable for the stated Subscription Period and sums paid are non-refundable, except as expressly stated in the Agreement.

This Change Order Form will be implemented on the first day of the next Subscription Period following the date it is submitted by Licensee and accepted by Licensor and all required Fees are paid to Licensor, provided that if such date is after the 25<sup>th</sup> of the month (or of the last month of a multi-month Subscription Period), this Change Order Form will be implemented the following Subscription Period. If Licensee requires an increase during a Subscription Period, Licensee must state that in the Subscription Period above, and Licensee will be charged for the whole Subscription Period. In such cases, Licensee should allow at least a week from the request date for the increase to become effective.

**ACCEPTED AND AGREED:**

**LICENSOR: Starnik Systems Inc.**

**LICENSEE: Palmdale Water District**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT C****REQUEST FOR LICENSE INCREASE**

**THIS REQUEST FOR LICENSE INCREASE** is submitted by the "Licensee" specified below under the terms of that certain Application Services Agreement between Licensee and **Starnik Systems Inc.** ("Licensor"), a Texas Corporation with offices at 7820 Orlando Avenue, Lubbock TX 79423 effective as of the date set forth below (the "Agreement").

**Date of Original Agreement:** September 1, 2012

**Software:**

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

**Subscription Period:** Monthly; specify mid-Subscription Period effective date here, if needed: \_\_\_\_\_

All licensed amounts are in blocks of 500. Please round up to the next multiple of 500 when specifying the number of units below.

Current Licensed Number:	
Requested Increase:	
Total Number (after increase):	

**NOTE:** Fees for the new total number each Subscription Period will be as reflected in Licensor's Pricing Schedule in effect for the applicable Subscription Period, as provided in the Agreement. Except as stated above, all other terms of the applicable Order Forms and the Agreement apply.

This Request for License Increase will be implemented on the first day of the next Subscription Period following the date it is submitted by Licensee and accepted by Licensor and all required Fees are paid to Licensor, provided that if such date is after the 25<sup>th</sup> of the month (or of the last month of a multi-month Subscription Period), this Request for License Increase will be implemented the following Subscription Period. If Licensee requires an increase during a Subscription Period, Licensee must state that in the Subscription Period above, and Licensee will be charged for the whole Subscription Period. In such cases, Licensee should allow at least a week from the request date for the increase to become effective.

**SUBMITTED AND AGREED:**

**LICENSEE: Palmdale Water District**

**BY:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SCHEDULE 1****PRICING SCHEDULE**

(AS OF July 1, 2012)

**Setup, License and Other fees to access the following:**

UtilityTrakR - Base Module  
UtilityTrakR - Ebill and Import Module  
EnergyAuditR - Base Module

<b>License Setup fee (One time):</b>	
Hosting, Backups etc.	\$400
UtilityTrakR with Enhanced Module – per 500 unit block	\$125
<b>Monthly license fee</b>	
Hosting, Backups etc.	\$400
UtilityTrakR with Enhanced Module – per 500 unit block	\$125
<b>Other Fees :</b>	
Unlock billing fee	\$100
Per megabyte fee for excess storage for UtilityTrakR	None

Fees for other Services available upon request.

**NOTES:**

1. All Fees are quoted in U.S. dollars.
2. Fees for Subscription Periods greater than one month will be charged at the monthly rate multiplied by the number of months in the Subscription Period.
3. This Pricing Schedule and all Fees quoted herein are subject to change from time to time as provided in Starnik's agreements with its customers.
4. THIS IS NOT AN ORDER FORM. Prospective customers must enter into an agreement with Starnik and submit an Order Form as provided in that agreement in order to subscribe to any software or order any services.

# **PALMDALE WATER DISTRICT BOARD MEMORANDUM**

**DATE:** August 15, 2012 **August 22, 2012**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Mr. Peter Thompson, Operations Manager  
**VIA:** Mr. Dennis LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 7.7- CONSIDERATION AND POSSIBLE ACTION ON PARTICIPATION IN THE HEXAVALENT CHROMIUM STUDY WITH WATER RESEARCH FOUNDATION.***

---

**Recommendation:**

Staff recommends the Board authorize participation in the Hexavalent Chromium (Chromium 6) Study with the Water Research Foundation in the not-to-exceed amount of \$14,500.00.

**Financial Impact:**

This item was not available for consideration during the budgetary development period, so it would be an unbudgeted expense. If approved, the cost of \$14,500 could be applied to the Water Quality Budget. If staff maximizes GAC change outs in 2012, the total cost would be \$1,518,647.96. This would leave a balance of \$31,352.04. Deducting the \$14,500.00 would still keep the account under budget by \$16,852.04 at the end of the year.

**Background:**

In July of 2011, a public health goal was established of .02 parts per billion for Chromium 6. A public health goal is a guideline that the California Department of Public Health uses to develop an enforceable maximum contaminate level. The CDPH is currently working to establish this maximum contaminant level. It is possible that the level established by the CDPH will be near or below the levels found in some of our sources within the District. It is the opinion of staff that the District should endeavor to understand the options and the costs associated with complying with the upcoming Chromium 6 regulation.

The proposed study provides a vehicle for reaching this understanding. Within the scope of this project, water will be picked up from a District source and undergo bench testing. This bench testing will involve the three leading options for Chromium 6 removal. PWD will receive the results of this testing and be able to formulate reasonable cost evaluations for the various methods of treatment.

**Cost:**

Our portion of this project has a not-to-exceed cost of \$14,500.00. The total project is partially funded by the Water Research Foundation.

**Strategic Plan Element:**

Strategic Goal 1.0 – Regulatory Compliance

**Supporting Documents:**

- 8-1-12 letter from WQTS outlining the Hexavalent Chromium Study and proposed budget for PWD.

August 1, 2012

Mr. Dennis LaMoreaux  
General Manager  
Palmdale Water District  
2029 East Avenue Q  
Palmdale, California 93550

Subject: Hexavalent Chromium Treatment Study with the Water Research Foundation  
Proposed Scope and Budget for Palmdale Water District's Portion of the Study

Dear Mr. LaMoreaux:

As part of the Hexavalent Chromium, Cr6, treatment study funded by the Water Research Foundation, WQTS will conduct bench-scale testing to evaluate the effectiveness and cost of three treatment technologies for Cr6 removal from the Palmdale Water District's groundwater. Part of the cost of testing will be billed to PWD, while the remaining cost will be paid for by the Water Research Foundation. This letter describes the scope of work and budget against which WQTS' services will be billed to PWD.

WQTS will coordinate with PWD staff to receive water samples from one of PWD's wells approximately once every two weeks over a 16-week period starting in the middle of August 2012 and ending in the middle of December 2012. WQTS will require that PWD provide a 1-inch sample tap at the well upstream of the addition of any chlorine or other chemical to the water, and that a PWD staff member be present at the well during each water sampling event. After the bench-scale testing is complete, WQTS will develop capital and annual O&M costs for removing Cr6 from groundwater, and these costs will be based on PWD's groundwater testing results.

The overall cost to PWD will be capped at \$14,500, and will cover analytical cost as well as transportation cost for water samples from PWD to WQTS' laboratory in Los Angeles where testing will be conducted. Monthly invoices will be submitted to PWD along with copies of invoices from the analytical laboratory and from the transportation service provider.

Attached is WQTS' W-9 form. Please provide us with a Purchase Order number against which we can bill PWD for the services outlined in this letter. In the meantime, if you have any questions, please contact me at (818) 366-8340 or via email at [issam.najm@wqts.com](mailto:issam.najm@wqts.com).

Regards,  
**Water Quality & Treatment Solutions, Inc.**



Issam Najm, Ph.D., P.E.  
President

**ACWA REGIONS 5 & 8 JOINT PROGRAM**  
**September 9 & 10, 2012**  
**Santa Barbara**

NAME: \_\_\_\_\_

ADVANCE REGISTRATION DEADLINE: \_\_\_\_\_ SEPTEMBER 4, 2012 OR UNTIL FULL

MEALS:    \_\_\_ YES       SPOUSE:    \_\_\_ YES       SPOUSES' TOUR:    \_\_\_ YES  
           \_\_\_ NO               \_\_\_ NO               \_\_\_ NO

**DEPARTMENTAL TRAVEL BUDGET:**

REGISTRATION: \_\_\_\_\_ TRAVEL: \_\_\_\_\_  
 TOTAL REMAINING BALANCE: \_\_\_\_\_

**PROPOSED EXPENSES:**   Registration:       \_\_\_\_\_  
                                   Transportation:       \_\_\_\_\_  
                                   Meals:\*               \_\_\_\_\_  
                                   Miscellaneous:       \_\_\_\_\_  
                                   TOTAL:               \_\_\_\_\_

\*DIRECTORS: Expenses are outlined in Section 4.06.1 of the District's Rules and Regulations.  
 \*FOR STAFF: Meal limitations are outlined on pages 30 and 31 of the District's Employee Manual.  
 Please review these limitations.

**HOTEL ACCOMMODATIONS:**   \_\_\_ YES   \_\_\_ NO   REGISTRATION DEADLINE: \_\_\_\_\_  
 ARRIVAL DATE/TIME: \_\_\_\_\_   DEPARTURE DATE/TIME: \_\_\_\_\_

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

**AIRLINE RESERVATIONS:**   \_\_\_ YES   \_\_\_ NO

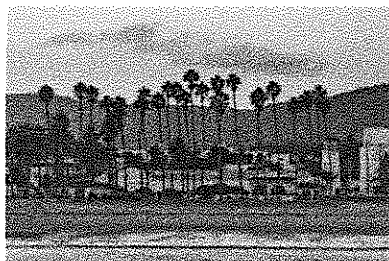
DEPART FROM \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ AM/PM  
                                   (airport)                       (date)                       (time)

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

SUPERVISOR APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_



Association  
of California  
Water Agencies  
Since 1910  
Leadership  
Advocacy  
Information



This event is underwritten by  
ACWA Regions 5 & 8

And sponsored by:



Lagerlof  
Senecal  
Gosney & Kruse  
LLP

Suggested Hotel  
Accommodations

Fess Parker's  
**Double Tree Resort**  
633 E Cabrillo Blvd.  
Santa Barbara, CA 93103

Government rates start at  
\$139 + taxes a night.

Please reserve your overnight  
accommodations with the hotel  
by calling (805) 564-4333.

# SAVE THE DATE

## ACWA Regions 5 & 8 Joint Program

### *Managing Complex Issues in Tough Times*

#### *A Look at Proposition 218 and ESA Impacts on Water Agencies*

**September 9 & 10, 2012**

**Santa Barbara, CA**

Join ACWA Regions 5 & 8 in Santa Barbara on September 10 for an in-depth program on ESA and Prop. 218 issues. Hear from industry experts and local agencies who will share their stories and lessons learned about these processes. This program will be preceded by a networking reception and program about regional challenges on ESA issues Sunday evening, September 9, 2012 at Arnoldi's Café in Santa Barbara, CA.

Sunday, September 9:

**5 p.m. – 7 p.m.** Program & Networking Reception at Arnoldi's Café  
600 Olive Street, Santa Barbara, CA 93101

Monday, September 10:

**9 a.m. – 2 p.m.** Program at City of Santa Barbara's Casa Las Palmas Facility  
323 E. Cabrillo Boulevard, Santa Barbara, CA 93101

Registration is available online August 10 at

[www.acwa.com](http://www.acwa.com)

**Pre-Registration Fee: \$ 75.00**

Onsite Registration Fee: \$90 – as space permits  
(Registration fee includes: meeting materials, reception, breakfast & lunch).

**Registration deadline: September 4, or until space is full.**

Cancellations must be received in writing by 5 p.m. on September 4, 2012, in order to cancel a registration and receive reimbursement.

**Questions?** Contact ACWA Regional Affairs Representatives  
Marcia Wulff at [marciaw@acwa.com](mailto:marciaw@acwa.com) or Tiffany Giammona at [tiffanyg@acwa.com](mailto:tiffanyg@acwa.com)  
or call 916.441.4545.

**AMERICAN BACKFLOW PREVENTION ASSOCIATION**  
**"2012 WESTERN REGIONAL BACKFLOW CONFERENCE"**

**September 24 - 26, 2012**

**Las Vegas, Nevada**

NAME: \_\_\_\_\_

ADVANCE REGISTRATION DEADLINE: AUGUST 24, 2012

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

**DEPARTMENTAL TRAVEL BUDGET:**

REGISTRATION: \_\_\_\_\_ TRAVEL: \_\_\_\_\_

TOTAL REMAINING BALANCE: \_\_\_\_\_

**PROPOSED EXPENSES:**    Registration: \_\_\_\_\_  
   Transportation: \_\_\_\_\_  
   Meals:\*                        \_\_\_\_\_  
   Miscellaneous: \_\_\_\_\_  
   TOTAL:                        \_\_\_\_\_

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

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

Please review these limitations.

**HOTEL ACCOMMODATIONS:**        YES        NO    REGISTRATION DEADLINE: 8-20-12

ARRIVAL DATE/TIME: \_\_\_\_\_ DEPARTURE DATE/TIME: \_\_\_\_\_

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

**AIRLINE RESERVATIONS:**        YES        NO

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

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

SUPERVISOR APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_



# **AMERICAN BACKFLOW PREVENTION ASSOCIATION**

**REGIONS 5, 6, & 7**

**PRESENT**

## **2012 - WESTERN REGIONAL BACKFLOW CONFERENCE**

**September 24 – 26, 2012  
LAS VEGAS, NEVADA**



### **Major Happenings**

- Informative Technical Sessions
- ABPA Contact Hours available
- Manufacturer's Exhibit and Reception
- Silent Auction
- National ABPA Committee Meetings  
Friday and Saturday – September 21 - 22
- Proctor Training Session  
Saturday – September 22
- National ABPA Board of Directors Meeting  
Sunday – September 23
- Tester or Specialist Certification Exam  
Wednesday – September 26

### **Western Region Directors**

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

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## Monday - September 24, 2012

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12:00 - 1:00 Registration Open - Exhibits Open

1:00 - 1:45 What is ABPA's Role in the Backflow Industry?

1:45 - 2:30 Alternative Water Sources and Their Associated Hazards

2:30 - 3:00 Break - Exhibits Open

3:00 - 3:45 Technology and Social Media - What is Available?

3:45 - 4:30 Technology and Social Media - The Benefits and Challenges

4:30 - 6:00 Exhibitor Reception

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## Tuesday - September 25, 2012

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7:30 - 8:00 Continental Breakfast - Exhibits Open

8:00 - 8:45 Confined Spaces - Is there a Risk?

The Nuts and Bolts of an Emergency Response Plan

8:45 - 9:30 General Safety Concerns in the Backflow Industry

The Do's and Don'ts of drafting a Cross-Connection Control Program Authority Statement

9:30 - 10:00 Break - Exhibits Open

10:00 - 10:45 Landscape Irrigation Systems - How to effectively prevent backflow from happening

Mobile Landscape Treatment Services - What are the Backflow Concerns?

10:45 - 11:30 Current Trends in Residential Fire Suppression Systems

Rural Water Systems; Are there any Cross-Connection Concerns?

11:30 - 1:00 Lunch (provided) - Exhibits Open

1:00 - 1:45 RP Field Test Procedures

Perspectives on Hazards of Fire Hydrant Usage; The Water Purveyor and the Fire Industry

1:45 - 2:30 DC Field Test Procedures

Large Assembly Installations; The Good and Bad

2:30 - 3:00 Break - Exhibits Open

3:00 - 3:45 PVB Field Test Procedures

Small Assembly Installations; A Simple Process?

3:45 - 4:30 SVB Field Test Procedures

Material Corrosion and its Affect on Field Repairs

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## Wednesday - September 26, 2012

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7:30 - 8:00 Continental Breakfast

8:00 - 8:45 Public Perception of Cross-Connection Control Programs

8:45 - 9:30 Hydraulics and How Backflow Happens

9:30 - 10:00 Break

10:00 - 10:45 USC Approval Process for Backflow Prevention Assemblies

10:45 - 11:30 Testing Your Backflow Knowledge - What Did You Learn?

# ABPA WESTERN REGIONAL BACKFLOW CONFERENCE

Las Vegas, Nevada  
September 24 - 26, 2012

## Hotel Information

The Conference will be held at The Orleans Hotel, located at 4500 W. Tropicana Ave, Las Vegas, Nevada. For reservations call the hotel at (800) 675-3267, and ask for American Backflow Prevention Association group rates. Room rates are \$42.00 per night (single or double occupancy) (Includes \$6 Resort Fee) Sunday through Thursday. Make reservations early, our block of rooms is only held until August 20, 2012. If making the reservation online enter the assigned Reservation ID: A2AMC09 through the Hotel's website at [www.orleanscasino.com/groups](http://www.orleanscasino.com/groups). Keep in mind that free Airport Shuttles are NOT available in Las Vegas.

## How To Register For This Conference

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

Mail to: 2012 WRBC or Fax to: (979) 846-7607  
3016 Maloney Ave.  
Bryan, TX 77801-3121 or Email to: [shane@abpa.org](mailto:shane@abpa.org)

Checks, money orders, credit cards (*MasterCard, VISA, American Express, and Discover*) will be accepted. Make payable to "ABPA". Fees are subject to verification based on member status and other qualifying factors. Additional funds will be charged if the registration amount was miscalculated. No refunds will be given for cancellations made after August 1, 2012. For questions about registration, contact ABPA at (979) 846-7606.

Select	TYPE OF REGISTRATION	Cost on or before 24 Aug '12 (U.S. Funds)	Cost after 24 Aug '12 (U.S. Funds)
<input checked="" type="checkbox"/>			
<input type="checkbox"/>	PRE-REGISTRATION FOR ABPA MEMBERS Includes conference packet, lunch on Tuesday, and refreshment breaks	\$210	\$265
<input type="checkbox"/>	PRE-REGISTRATION FOR NON-MEMBERS Includes conference packet, lunch on Tuesday, refreshment breaks & Membership	\$270 (Includes Membership)	\$325 (Includes Membership)

Print name of person attending: \_\_\_\_\_

(\_\_\_\_) \_\_\_\_\_ Phone

Company \_\_\_\_\_

(\_\_\_\_) \_\_\_\_\_ FAX

Address \_\_\_\_\_

\_\_\_\_\_ Email

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

ABPA Membership # \_\_\_\_\_

Credit Card No. \_\_\_\_\_

Exp. Date \_\_\_\_\_

Security Code \_\_\_\_\_

ABPA FID # 74-2395100

Name as appears on card \_\_\_\_\_

- ☐ VISA  
☐ MasterCard  
☐ American Express  
☐ Discover

\$ \_\_\_\_\_  
Amount

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



2012 ABPA WRBC  
3016 Maloney Ave  
Bryan, TX 77801-3121

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PALMDALE CA 93550-4050



**American Backflow Prevention Association  
2012 - Western Regional Backflow Conference**

*Schedule of Activities*

**PRE-CONFERENCE ACTIVITIES:**

Friday Sept 21 Saturday Sept 22 8:00 am - 5:00 pm	ABPA Committee Meetings (see ABPA.org for schedule of meetings)
Saturday Sept 22 8:00 am - 5:00 pm	ABPA Proctor Training Session Application (available at ABPA.org)
Sunday Sept 23 8:00 am - 12:00 pm	ABPA Board of Directors Meeting

**CONFERENCE:**

Monday Sept 24 thru Wednesday Sept 26	2012 Western Regional Backflow Conference
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**POST-CONFERENCE ACTIVITY:**

Wednesday Sept 26 1:00 - 6:00 pm	ABPA Backflow Prevention Assembly Tester Certification Exam, and ABPA Cross-Connection Control Specialist Certification Exam - Application (available at ABPA.org) must be submitted at least 30 days in advance 877-227-2127 or certification@abpa.org
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**MINUTES OF MEETING OF THE OUTREACH COMMITTEE OF THE PALMDALE WATER DISTRICT, JULY 9, 2012:**

*A regular meeting of the Outreach Committee of the Palmdale Water District was held Monday, July 9, 2012, at 2029 East Avenue Q, Palmdale, California, in the Board Room of the District office. Chair Dizmang called the meeting to order.*

**1) Roll Call.**

**Attendance:**

Outreach Committee:

Gloria Dizmang, Chair

Robert Alvarado, Committee  
Member

**Others Present:**

Dennis LaMoreaux, General Manager

Kathy Mac Laren, PWD Director

Jim Stanton, Information Technology Manager

Claudette Roberts, Water Conservation Spvrsr.

Tim Moore, Facilities Manager

Dawn Deans, Executive Assistant

Danielle Henry, Administrative Assistant

0 members of the public

**2) Adoption of Agenda.**

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

**3) Public Comments.**

There were no public comments.

**4) Action Items:**

**4.1) Consideration and Possible Action on Approval of Minutes of Meeting Held June 11, 2012.**

It was moved by Committee Member Alvarado, seconded by Chair Dizmang, and unanimously carried to approve the minutes of the meeting held June 11, 2012, as written.

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

Water Conservation Supervisor Roberts reviewed the draft issue of Water News and stated that this issue and the next issue of Water News will be sent electronically with the September issue to be direct-mailed followed by discussion of the draft, content and photographs for future issues, and the District's email distribution list.

**4.2) Discussion of Aquadog Image. (Chair Dizmang)**

The consistency of Aquadog's image was discussed after which it was determined that Aquadog's image more closely resemble the Aquadog image created by Facilities Manager Moore followed by clarification of the intent for the use of Aquadog's image.

**4.3) Discussion of "Before the First Drop" Marketing Campaign. (Chair Dizmang)**

Facilities Manager Moore reviewed draft artwork for the "Before the First Drop" marketing campaign based on direction received at the last Committee meeting after which the Committee provided input, direction, and the target date for initial use of the artwork followed by discussion of alternative titles for the campaign.

**4.4) Discussion of Educational Calendar. (Water Conservation Supervisor Roberts)**

Water Conservation Supervisor Roberts presented a sample educational calendar and reviewed the cost of the calendars, calendar content, staff's intent for distribution, and lower cost calendar alternatives, and after discussion of the calendars, the Committee concurred with staff's intent for the educational calendar.

**5) Old Business.**

**5.1) Evaluation and Recap of Palmdale Water District's June 23, 2012 Plant Sale. (General Manager LaMoreaux/Water Conservation Supervisor Roberts)**

Water Conservation Supervisor Roberts reviewed the Plant Sale and suggestions for next year's Plant Sale followed by discussion of additional vendors, signage, giveaways, advertising, potential sponsorships, and providing bottled water for the event.

**5.2) Status of Water Cost Comparison With Different Water Districts and Comparisons to Gas and Electricity Costs. (Director Dizmang)**

General Manager LaMoreaux informed the Committee that the Finance Department is updating the requested comparisons and has requested information from the gas and electricity companies.

**6) Information Items.**

**6.1) Update on Landscape Workshops. (Water Conservation Supervisor Roberts)**

Water Conservation Supervisor Roberts informed the Committee of the upcoming A.V. College Landscape Workshops and stated that the District will host a workshop in August; that the water districts involved with the workshops will meet in January; and that she will update the Committee on the overall response to the workshops after that meeting followed by discussion of a potential conflict with the August workshop and the Antelope Valley Fair parade.

Committee Member Alvarado then stated that he paid for entry into the Antelope Valley Fair parade; that he has printed banners for his vehicle; and that the other Directors are welcome to join him in the parade after which Chair Dizmang suggested he present this information to the full Board at the next Board meeting.

**6.2) Status Report on Enhancing the District's Web Site and Social Media Presence. (Information Technology Manager Stanton/Water Conservation Supervisor Roberts)**

Information Technology Manager Stanton and Administrative Assistant Henry informed the Committee of proposed and pending changes to the District's web site, postings and likes for the District's Facebook page, recent Constant Contact training and the possibilities available to the District through Constant Contact, and efforts to become familiar with Twitter after which the Committee provided additional recommendations to further enhance the District's web site and social media presence.

Information Technology Manager Stanton then updated the Committee on email addresses for marketing campaigns and on picture frame devices tied into smart meters that track water and utility usage.

**6.3) Other.**

Chair Dizmang inquired about various web site updates including the map requiring assessor parcel numbers for determining if an address is located within the District's boundaries, the water allocation table, the web site process for reporting water leaks, and including basic meter costs in this location after which General Manager LaMoreaux and Information Technology Manager Stanton provided clarification on these areas of the web site.

Chair Dizmang then recommended a water bill be used in the "Before the First Drop" marketing campaign to help explain the costs involved before the customer receives their first drop of water.

General Manager LaMoreaux then informed the Committee that a draft legal report on the use of Facebook has been received; that this will be distributed to the Committee prior to the time of the next meeting; and that the draft report suggests legal counsel attend the next Outreach Committee meeting to ensure all issues are addressed.

There were no further information items.

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

Committee Member Alvarado requested an item be placed on the next agenda for "Discussion and possible action on participation in parades."

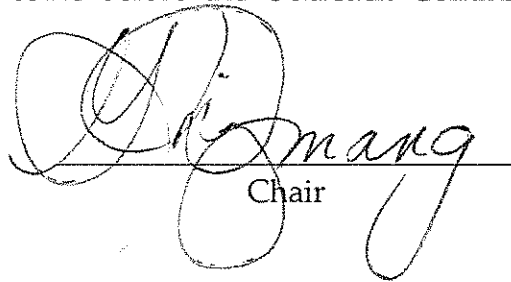
Chair Dizmang then stated that "Discussion of "Before the First Drop" marketing campaign" and "Status of water cost comparison with different water districts and comparison to gas and electricity costs" and "Discussion of next issue of Water News" and "Status report on enhancing the District's web site and social media presence" will be discussed at the next meeting.

There were no further requests for future agenda items.

The next Outreach Committee meeting was then scheduled for August 6, 2012 at 3:00 p.m.

7) **Adjournment.**

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



Chair

## **MINUTES OF MEETING OF THE PERSONNEL COMMITTEE OF THE PALMDALE WATER DISTRICT, JULY 18, 2012:**

*A meeting of the Personnel Committee of the Palmdale Water District was held Wednesday, July 18, 2012, at 2029 East Avenue Q, Palmdale, California, in the Board Room of the District office. Chair Mac Laren called the meeting to order.*

### **1) Roll Call.**

#### **Attendance:**

Personnel Committee:

Kathy Mac Laren, Chair

Gloria Dizmang, Committee  
Member

#### **Others Present:**

Dennis LaMoreaux, General Manager

Matt Knudson, Engineering Manager

Peter Thompson, Operations Manager

Tim Moore, Facilities Manager

Kelly Jeters, Systems Supervisor

Joe Kerschner, Water Quality Supervisor

Randy Hardenbrook, Equipment Mechanic Spvsr.

Dawn Deans, Executive Assistant

6 members of the public

### **2) Adoption of Agenda.**

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

### **3) Public Comments.**

There were no public comments.

### **4) Action Items:**

#### **4.1) Consideration and Possible Action on Approval of Minutes of Meeting Held June 20, 2012.**

It was moved by Committee Member Dizmang, seconded by Chair Mac Laren, and unanimously carried to approve the minutes of the Personnel Committee meeting held June 20, 2012, as written.

#### **4.3) Presentation on Engineering Department Operations and Staffing. (Engineering Manager Knudson)**

Engineering Manager Knudson informed the Committee of the primary responsibilities of Engineering Department staff including planning, project development and management, and quality control in addition to oversight of CEQA compliance, permit maintenance, plan checking, construction inspection, updating facility maps, maintaining standard construction specifications, and reporting water production to maintain water rights and then reviewed previous staff reductions, individual staff responsibilities, the Engineering Department's support role to other Departments and support received from other Departments, and stated that all Departments operate together to achieve the overall goals and function of the District.

It was determined that the Information Technology Department will be presented at the next Personnel Committee meeting.

**4.3) Discussion and Possible Action on Human Resources Manager Position.  
(Chair Mac Laren)**

General Manager LaMoreaux distributed a breakdown of the functions and responsibilities of the Human Resources Manager position.

Chair Mac Laren then suggested the Assistant General Manager position be filled to assist General Manager LaMoreaux and to assume some duties of the Human Resources Manager position after which General Manager LaMoreaux provided clarification of the role of the Assistant General Manager position.

The CalPERS Two-Year Service Credit Retirement Program, the upcoming Financial Information Workshop, filling the Human Resources Manager position as a part-time or full-time position, part-time assistance from Human Resources Manager Burns, PERS requirements for part-time work, and recruiting in-house to fill the Human Resources Manager position on a full-time basis with the existing job description were then discussed after which it was moved by Director Dizmang, seconded by Chair Mac Laren, and unanimously carried to readdress the Human Resources Manager position after the August 1 Financial Information Workshop.

**4.4) Discussion and Possible Action on Conducting a Manpower or Workforce Planning Study. (Chair Mac Laren)**

General Manager LaMoreaux reviewed the draft Workforce Plan prepared by Human Resources Manager Burns, and the Committee concurred with the draft Workforce Plan.

Having an outside source conduct a Manpower Study, developing a Succession Plan, current employees eligible for retirement and encouragement for employees to take advantage of the CalPERS Two-Year Service Credit Retirement Program, and increasing or lowering the retirement age were then discussed after which it was moved by Director Dizmang, seconded by Chair Mac Laren, and unanimously carried to direct staff to continue working on the development of the Succession Plan and investigate outside sources for conducting a Workforce or Manpower Workforce Planning Study.

**5) Information Items.**

**5.1) Update on Changing the District's Medical Coverage From the Association of California Water Agencies/Health Benefits Authority (ACWA/HBA) Plans to the CalPERS Medical Plan. (Human Resources Manager Burns)**

General Manager LaMoreaux informed the Committee that CalPERS' rates increased approximately 10%; that rate changes have not yet been received from ACWA/JPIA or from Kaiser; and that eliminating the District's independent Kaiser plan and converting to ACWA/JPIA's Kaiser plan will create discounts in all programs after which the Committee requested specific savings on this option and then discussed employees contributing a small amount towards health care costs if costs continue to rise and the outcome on healthcare from the Supreme Court decision.

**5.2) Update on CalPERS Two-Year Service Credit Retirement Program. (General Manager LaMoreaux)**

General Manager LaMoreaux informed the Committee that four employees have submitted their intent to take advantage of the CalPERS Two-Year Service Credit Retirement Program and that three or four other employees have expressed serious interest in the Program.

**5.3) Update on Employee Benefit Cost Savings Measures. (Human Resources Manager Burns)**

**5.3.1) Dual Medical Coverage.**

**5.3.2) Vacation/Personal Day Purchase Program.**

General Manager LaMoreaux informed the Committee that these options are under review by legal counsel for inclusion in the Employee Manual and that the Vacation/Personal Day Purchase Program may be presented to the Committee for further review and discussion.

There were no additional information items to discuss.

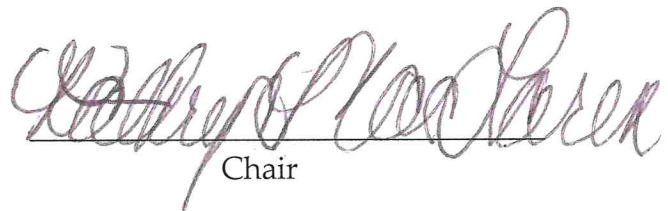
**6) Board Members' Requests for Future Agenda Items.**

It was determined that "Presentation on Information Technology Department operations and staffing" and "Discussion and possible action on Human Resources Manager position" and "Discussion and possible action on conducting a Manpower or Workforce Planning Study" will be placed on the next agenda for consideration.

It was then determined that the next Personnel Committee meeting will be held August 15, 2012 at 6:30 p.m.

**7) Adjournment.**

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

  
Chair

# **PALMDALE WATER DISTRICT**

## **DEPARTMENT STATUS REPORT**

### **July 2012**

**DATE:** August 16, 2012  
**TO:** BOARD OF DIRECTORS  
**FROM:** Dennis D. LaMoreaux, General Manager

#### **OPERATIONS**

**Peter Thompson II, Operations Manager**

- Staff experienced the first requests from our energy demand response programs. Staff successfully adjusted the distribution system and water treatment plant production to take full advantage of the low rates offered by these programs and avoid the punitive rates for producing during peak electrical demands. These two programs were the RTP (Real Time Pricing) and CPP (Critical Peak Pricing).
- The lead and copper sampling outreach effort has continued, and staff has begun collecting the sample bottles back from customers. As an incentive, customers are given a \$25.00 coupon for participation and will be provided with the results of their sample analysis.
- Systems and Lab staff have coordinated to begin disinfection and analysis of Well No. 23 for a return to service. Well No. 23 was taken out of service for mechanical repairs in May of 2012.
- Lab and Plant staff have initiated a pilot study of our corrosion control to evaluate its effectiveness. The pilot study should provide staff with an updated target dosage for zinc ortho-phosphate.
- The department gathered together for a “half-time” meeting to review the benchmarks, accomplishments and goals for 2012 as well as a forecast of departmental projects for 2013.
- The total production for July was 2,599 Acre Feet. 73% was from surface water, and 27% was from groundwater. The total delivery of water to Lake Palmdale was 2104.6 Acre Feet, all of which came from the DWR turnout. July 2012's production was up by 4.7%

compared to July 2011's and is a 3.6% decrease when compared to the five year average for July.

## HUMAN RESOURCES

**Jeannie Burns, Human Resources Manager**

- No July report.

## ENGINEERING

**Matt Knudson, Engineering Manager**

- **Littlerock Creek Recharge and Recovery Project:** Palmdale Water District submitted an application on July 12, 2012 to the Department of Water Resources to obtain funding for the Littlerock Creek Groundwater Recharge and Recovery Project (LCGRRP) feasibility study. The maximum grant amount is \$250,000 with no matching requirement. Staff met with Wildermuth Environmental who prepared said grant application in early August and discussed the proposed project in more detail and are looking at ways to appropriately phase the project.
- **Replacement of 3600' Hydro-pneumatic Tank:** The Contractor has started fabrication of the new hydro-pneumatic tank, and staff is finalizing the design related to the on-site piping that has to be modified. It is estimated that the new tank will be ready for delivery and installation in approximately 4-6 weeks.
- **Antelope Valley Integrated Regional Water Management Plan Update:** The District continues to participate in the update of the Antelope Valley's Integrated Regional Water Management Plan (AVIRWMP) Update by attending stakeholder meetings, providing input, and supporting the administration of the \$485,000 grant agreement through the Antelope Valley State Water Contractors Association. The purpose of the AVIRWMP is to collaborate efforts to address regional concerns about water supply reliability, water quality, flood protection, environmental resources, and land use management in the Antelope Valley.
- **Inter-tie with AVEK (Acton WTP):** The contractor continues to work on the electrical and instrumentation portion of this project, and District staff has assisted with the installation of the new radio tower that will be utilized for both AVEK's and PWD's SCADA communication equipment. They have not completed the testing of the new system but are planning to perform a 5-day test sometime in August.

- **Specification No. 0902 – Avenue Q-3/Sumac Avenue Water Main Replacement:** The contractor has started construction and has installed approximately 3,000 linear feet of new water main. They are concentrating on the area around the elementary school and trying to get as much work complete to minimize impact to the students, teachers, and parents.

## **FACILITIES**

**Tim Moore, Facilities Manager**

- The Construction Crew repaired (81) mainline leaks and installed (1) 1" & (2) 2" residential service lines.
- Completed required training for Facilities employees with Overhead Crane Training, Rigging and Signal Person.
- The Ongoing Valve Exercise Program, along with the Water Quality Flushing Program, is producing good chlorine residuals and low turbidity numbers in the field with the Air-Vac Maintenance Program achieving better function in our distribution system.
- District Office Server Room HVAC: HVAC unit developed oil/refrigerant leak in refrigerant line. Remaining refrigerant recovered from unit in accordance with EPA rules, line was cut, and new section spliced in place. Unit was pressure tested with nitrogen, evacuated, and recharged with refrigerant.
- Facilities Vehicle Access Gate: West Gate experienced a failure of the safety loop system allowing gate to close on vendor's truck accessing yard. Gate has been locked closed and traffic directed to East Gate until parts arrive and gate is repaired.
- Complete (26) vehicle and small equipment repairs, (9) heavy equipment repairs, (12) natural gas engine inspections, (22) HVAC unit services, and (7) pump and motor repairs.

## **INFORMATION TECHNOLOGY**

**Jim Stanton, Information Technology Manager**

- The new web site continues to be at the top of my Top 5. In the month of July, we saw 7,313 visits. Of those, 5,608 were unique, first time visitors. Statistically this is slightly lower from last month. PWD customers stayed on the web site for an average of 1 minute 23 seconds before finding the information they needed, and they were able to access that information in an average of 2 page views. This data is consistent with the numbers we saw for the previous quarter. Approximately 30% of that traffic is direct, a user has a

favorite or enters the address in their browser, approximately 64% is referred by search engines, and approximately 5% is sent by other sites. Again, these numbers remain almost unchanged from the previous quarter. IT assisted staff at the WTP in creating and hosting a page for the recent lead and copper sampling. Attached is a report showing when that page was accessed and how often.

- Network Infrastructure Upgrade Project – 99% of all computers, printers and networking gear have been moved over to the new VLAN's. The remaining devices will be moved over as part of the VM project and as devices are replaced.
- Telephone Project - Staff continue to work with Shoretel to implement phase 3 of the project. Anticipate phase 3 of the project to continue through September.
- Cogsdale – Staff continue to work with Cogsdale support personnel to resolve several outstanding support issues.
- Email Statistics - The email filter reported processing 79,185 emails for the month of July. Out of that total only 10,963 were processed and sent on to users (both internal and external) or only approximately 12% of all email was sent on. IS Staff saw several different spear phishing attempts. District personnel were sent emails advising them of the detected threats and steps to protect themselves.

## WATER CONSERVATION

**Claudette Roberts, Water Conservation Supervisor**

- **Monthly Number of Customers Applying for Rebates:**

<b>REBATES 2012</b>	<b>NUMBER PER MONTH</b>												2012	2012 Paid out	2010- 2012 Pending
	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>Totals</b>		
Cash for grass	4	3	2	2	4	9	1						25	17	81
Toilets	19	12	10	7	20	15	22						105		
Washing machines	8	2	10	4	3	8	7						42		
MP rotators	0	0	1	1	0	0	3						5		
Smart controllers	0	0	0	0	0	1	0						1		
HydroPoint Controllers	0	0	0	0	0	0							0		

- **Water News/Press Releases/Employee Newsletter:** The July e-Water News did go out to PWD's email customers.

- **Tours and presentations to schools:** PWD's school education program is coming to an end but will start again in September. In July, there were no presentations or tours. The educational program outlines tours, presentations and contests for the 2012 /2013 school year.

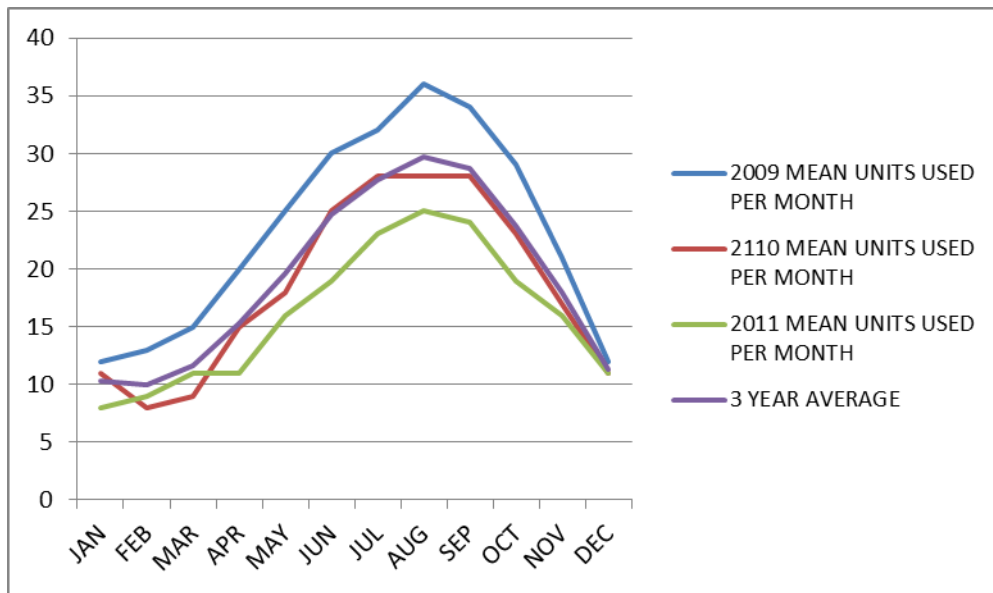
The Conservation Department coordinates with other departments for additional public tours when there is a special occasion. These types of tours do not usually include school age children, and the District does not pay for transportation to the treatment plant unless otherwise decided and approved by the Board of Directors.

- **Events: Quartz Hill Water District will be hosting the AV Water Partners landscape workshop on July 21<sup>st</sup>.** PWD will host the workshop in August with sustainable plants for the High Desert. Neil Weisenberger, AV College's landscape professor, continues to find landscape professional speakers for all the workshops. The AV Water Partners, consisting of Palmdale Water District, LA County Water Works, Rosamond Community Services District, and Quartz Hill Water District have partnered with the AV College to have a series of Landscape Workshop at the college the third Saturday of every month.

We have attended Thursday-Night-on-the-Square several times with Aquadog and his trainer also attending. We are sharing our space with LA County Water Works and Quartz Hill Water District.

- **Water Use Calculations/Reports:** The Conservation Department has been inputting water use data on all rebate customers in order to analyze water use savings per customer per year and total water use savings per rebate per year. Each customer has a water use sheet, all data for each customer is then logged into an excel database for analyzing water savings. We are formulating data to be used for the California Urban Water Conservation Council (CUWCC) reports due in 2013 and working with the Engineering Department formulating data to be used as a project outline in conjunction with the Strategic Water Resources Plan.

The chart on the next page shows the average units of water used per month by Cash for Grass customers.



**FINANCE/CUSTOMER SERVICE**  
**Michael Williams, Finance Manager**

**Finance:**

- Will be advertising for un-cashed warrants in the amount of \$5,845.77
- Prepared for special Financial Workshop.
- Attended Financial Management Skills Training.
- Balanced accounts payable, accrued purchases, CSM-clearing, and aged customer deposits through June 2012.
- General, Merchant, and customer refund accounts balanced through May 2012.
- Depreciation balanced through June 2012.
- Closed financial records for May 2012.
- Continued working with Starnik as a replacement utility billing software package. Completed the testing of meter read uploads and receipt printing. Began finalizing billing template and MICR read of electronic checks. Began discussions and planning for implementation and go live date.

### **Customer Service:**

- EBPP statistics as of 07/31/12: 9,784 registered, 3,200 or 32% paperless, and 1,056 or 10% Autopay.
- Processed 42 Leak Adjustment Applications, 4 denials.
- Issued 1,897 door tags and 203 Shut-Off notices. Processed 25,590 payments, 241 applications for new service, and 95 requests to close service. Handled 5,699 customers at the counter and 5,017 customers over the phone.
- Replaced 73 Itron's, 61 Itron's/Register combinations, and 34 Registers only. Also replaced 89 stuck meters. Processed 1,179 Service Orders.
- Processed 112 Late Notices, 20 Collection Letters, and Assigned 21 accounts to collection agency on Former Customers.
- Received 66 rejected payments, collected on 61.

### **WATER PRODUCTION Information**

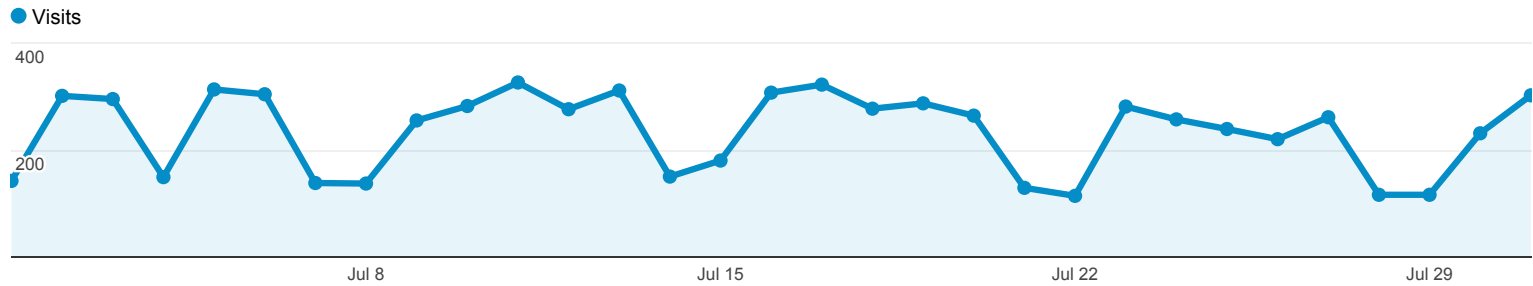
The Water Supply & Reliability Committee meeting was cancelled for August. Attached are the monthly water demand and monthly water supply status reports usually presented to the Committee.

Jul 1, 2012 - Jul 31, 2012

## Visitors Overview

 % of visits: 100.00%

## Overview



5,608 people visited this site



Visits: 7,313



Unique Visitors: 5,608



Pageviews: 14,806



Pages / Visit: 2.02



Avg. Visit Duration: 00:01:23



Bounce Rate: 42.64%



% New Visits: 48.97%



■ 51.02% Returning Visitor

3,731 Visits

■ 48.98% New Visitor

3,582 Visits

Language		Visits	% Visits
1.	<a href="#">en-us</a>	6,889	94.20%
2.	<a href="#">en</a>	374	5.11%
3.	<a href="#">es</a>	11	0.15%
4.	<a href="#">es-es</a>	7	0.10%
5.	<a href="#">en_us</a>	6	0.08%
6.	<a href="#">en-gb</a>	5	0.07%
7.	<a href="#">c</a>	3	0.04%
8.	<a href="#">es-419</a>	3	0.04%
9.	<a href="#">*30789a483078979530789a5830789a2c307898a4</a>	2	0.03%
10.	<a href="#">*30790cc430790a1130790cd430790ca830790b20</a>	2	0.03%

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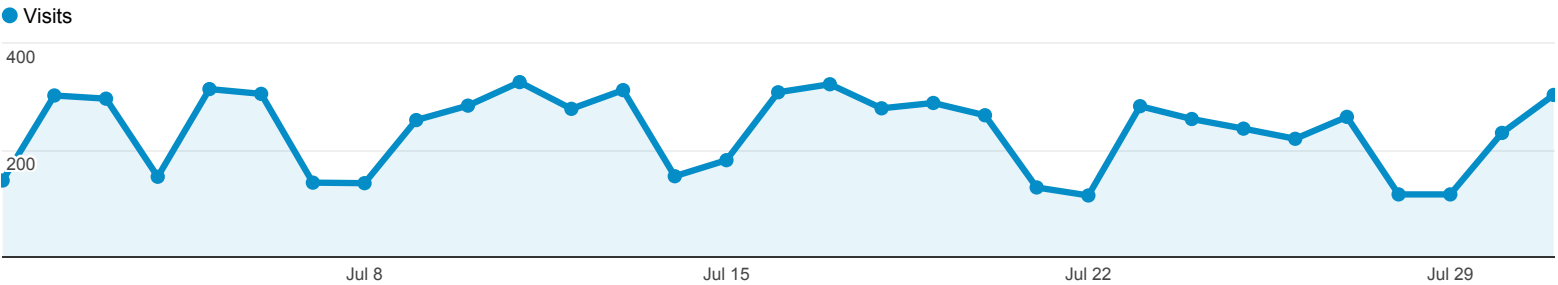
Jul 1, 2012 - Jul 31, 2012

# New vs Returning

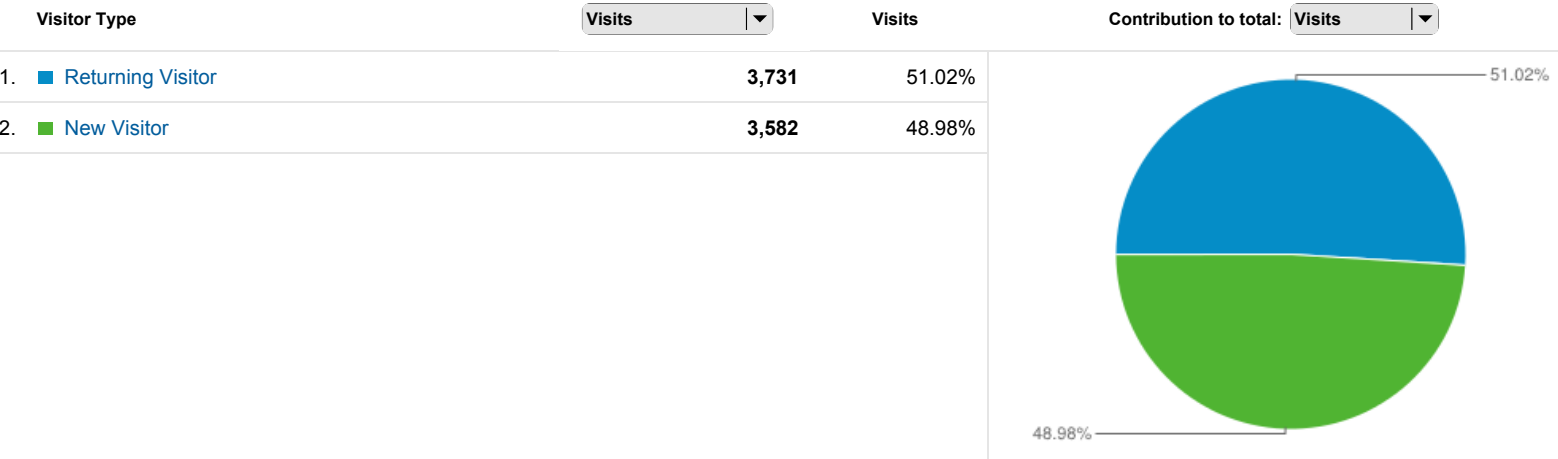
% of visits: 100.00%

Explorer

Site Usage



Visits	Pages / Visit	Avg. Visit Duration	Bounce Rate
7,313	2.02	00:01:23	42.64%
% of Total: 100.00% (7,313)	Site Avg: 2.02 (0.00%)	Site Avg: 00:01:23 (0.00%)	Site Avg: 42.64% (0.00%)



# Engagement

 % of visits: 100.00%

Performance
-------------

Visit Duration	<div> <div>Visits</div> <div>7,313</div> <div>% of Total: 100.00% (7,313)</div> </div>	<div> <div>Pageviews</div> <div>14,806</div> <div>% of Total: 100.00% (14,806)</div> </div>
----------------	--	---

Visit Duration	Visits	Pageviews	Percentage of total	
			Visits	Pageviews
0-10 seconds	4,730	6,361	64.68%	42.96%
11-30 seconds	941	2,057	12.87%	13.89%
31-60 seconds	385	1,036	5.26%	7.00%
61-180 seconds	516	1,743	7.06%	11.77%
181-600 seconds	456	1,915	6.24%	12.93%
601-1800 seconds	255	1,400	3.49%	9.46%
1801+ seconds	30	294	0.41%	1.99%

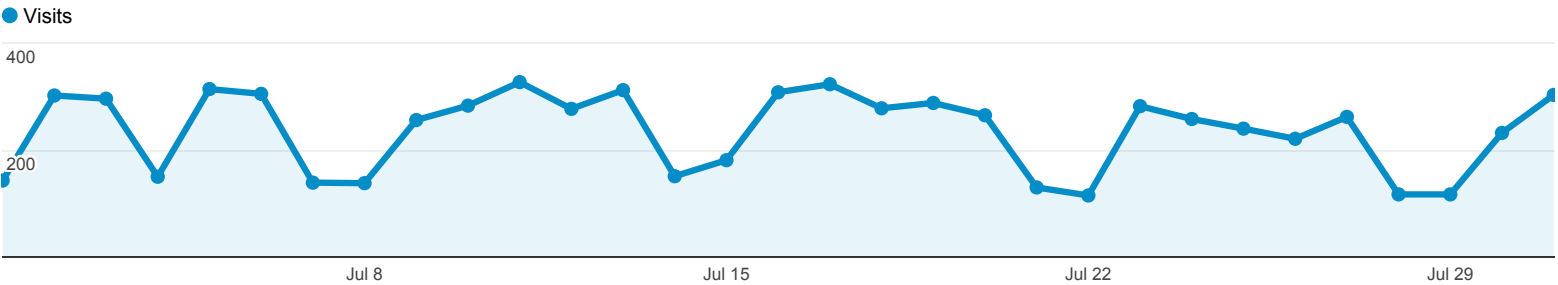
Jul 1, 2012 - Jul 31, 2012

Browser & OS

% of visits: 100.00%

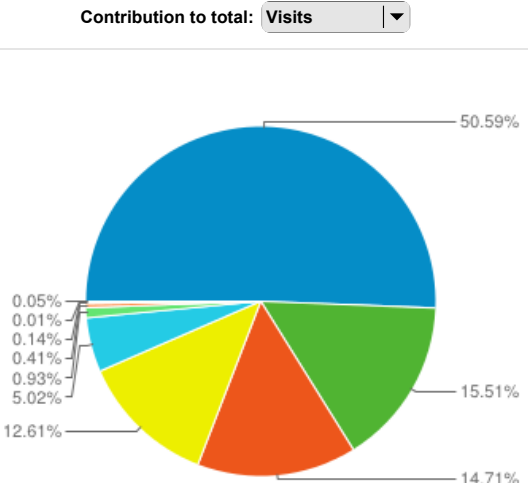
Explorer

Site Usage



Visits	Pages / Visit	Avg. Visit Duration	% New Visits	Bounce Rate
7,313	2.02	00:01:23	48.97%	42.64%
% of Total: 100.00% (7,313)	Site Avg: 2.02 (0.00%)	Site Avg: 00:01:23 (0.00%)	Site Avg: 48.97% (0.00%)	Site Avg: 42.64% (0.00%)

Browser	Visits	Visits
1. Internet Explorer	3,700	50.59%
2. Safari	1,134	15.51%
3. Firefox	1,076	14.71%
4. Chrome	922	12.61%
5. Android Browser	367	5.02%
6. Mozilla Compatible Agent	68	0.93%
7. IE with Chrome Frame	30	0.41%
8. Opera	10	0.14%
9. Opera Mini	4	0.05%
10. firefoxJuly2012	1	0.01%

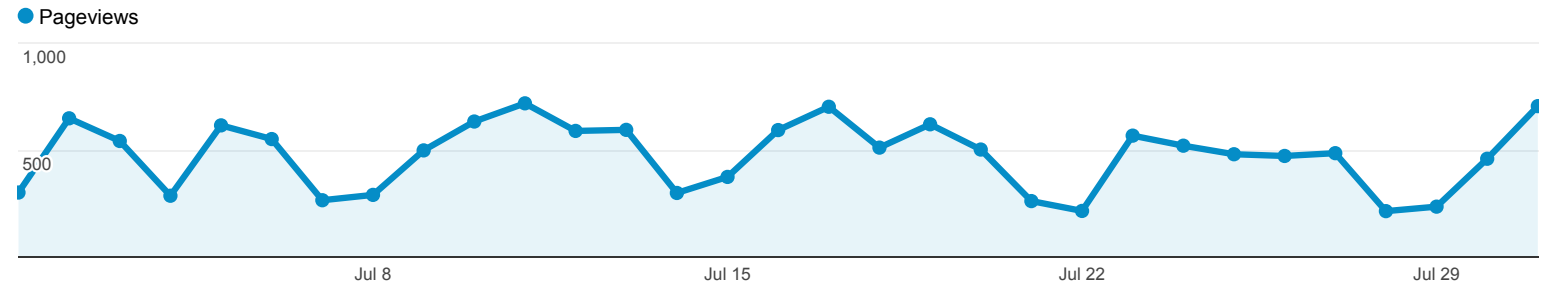


Rows 1 - 10 of 11

# Content Overview

% of pageviews: 100.00%

## Overview



Pages on this site were viewed a total of 14,806 times

- Pageviews: 14,806
- Unique Pageviews: 12,658
- Avg. Time on Page: 00:01:21
- Bounce Rate: 42.64%
- % Exit: 49.39%

Page	Pageviews	% Pageviews
1. /	5,512	37.23%
2. /PayBill.aspx	4,951	33.44%
3. /Contact.aspx	553	3.73%
4. /Employment.aspx	480	3.24%
5. /Main.aspx?Page=Home	427	2.88%
6. /Service.aspx	232	1.57%
7. /CustomerService.aspx	227	1.53%
8. /Rebate.aspx	187	1.26%
9. /Accounts.aspx	118	0.80%
10. /Rates.aspx	113	0.76%

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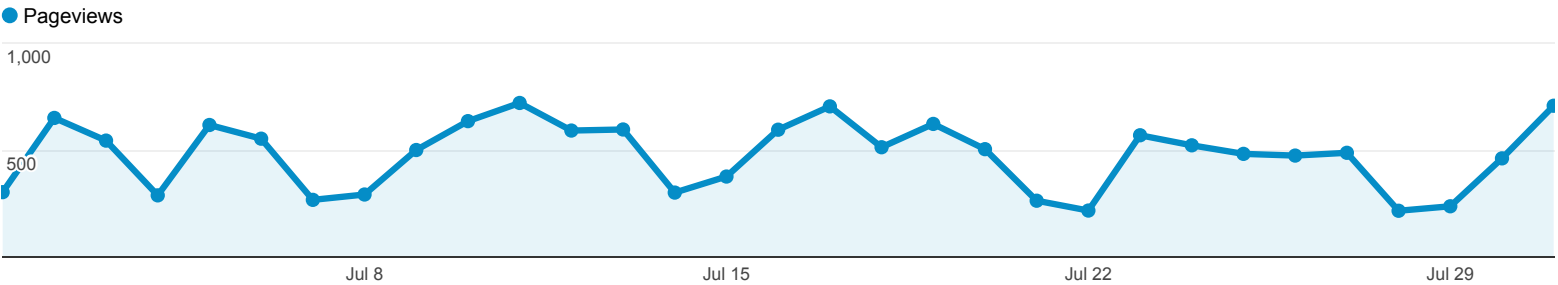
Jul 1, 2012 - Jul 31, 2012

Pages

% of pageviews: 100.00%

Explorer

Site Usage



Pageviews	Unique Pageviews	Avg. Time on Page	Entrances	Bounce Rate	% Exit	Page Value
14,806	12,658	00:01:21	7,313	42.64%	49.39%	\$0.00
% of Total: 100.00% (14,806)	% of Total: 100.00% (12,658)	Site Avg: 00:01:21 (0.00%)	% of Total: 100.00% (7,313)	Site Avg: 42.64% (0.00%)	Site Avg: 49.39% (0.00%)	% of Total: 0.00% (\$0.00)

Page	Pageviews	Unique Pageviews	Avg. Time on Page	Entrances	Bounce Rate	% Exit	Page Value
1. /	5,512	4,735	00:00:44	4,644	21.15%	23.26%	\$0.00
2. /PayBill.aspx	4,951	4,458	00:03:53	1,585	85.87%	84.89%	\$0.00
3. /Contact.aspx	553	487	00:02:19	213	78.87%	58.59%	\$0.00
4. /Employment.aspx	480	428	00:02:28	210	81.43%	64.38%	\$0.00
5. /Main.aspx?Page=Home	427	288	00:01:12	38	42.11%	22.48%	\$0.00
6. /Service.aspx	232	193	00:03:04	54	72.22%	61.64%	\$0.00
7. /CustomerService.aspx	227	175	00:00:50	27	51.85%	27.75%	\$0.00
8. /Rebate.aspx	187	112	00:02:30	14	50.00%	32.62%	\$0.00
9. /Accounts.aspx	118	98	00:02:20	66	53.03%	56.78%	\$0.00
10. /Rates.aspx	113	92	00:04:01	27	48.15%	44.25%	\$0.00

Rows 1 - 10 of 104

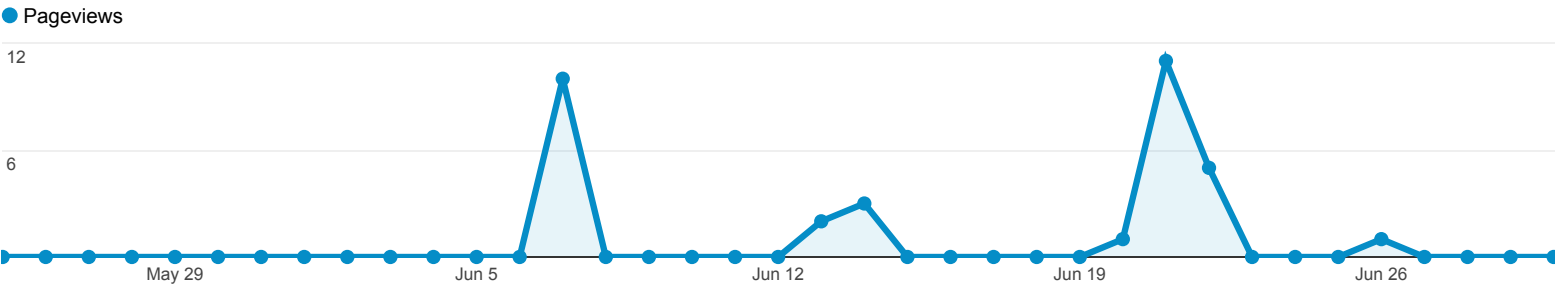
May 25, 2012 - Jun 30, 2012

Pages

% of pageviews: 100.00%

Explorer

Site Usage



Pageviews	Unique Pageviews	Avg. Time on Page	Entrances	Bounce Rate	% Exit	Page Value
33	12	00:01:44	10	30.00%	30.30%	\$0.00
% of Total: 0.19% (17,358)	% of Total: 0.08% (14,902)	Site Avg: 00:01:18 (33.30%)	% of Total: 0.12% (8,601)	Site Avg: 42.13% (-28.80%)	Site Avg: 49.55% (-38.84%)	% of Total: 0.00% (\$0.00)

This data was filtered with the following filter expression: **sampling.aspx**

Page	Pageviews	Unique Pageviews	Avg. Time on Page	Entrances	Bounce Rate	% Exit	Page Value
1. /sampling.aspx	33	12	00:01:44	10	30.00%	30.30%	\$0.00

Rows 1 - 1 of 1

Jul 1, 2012 - Jul 31, 2012

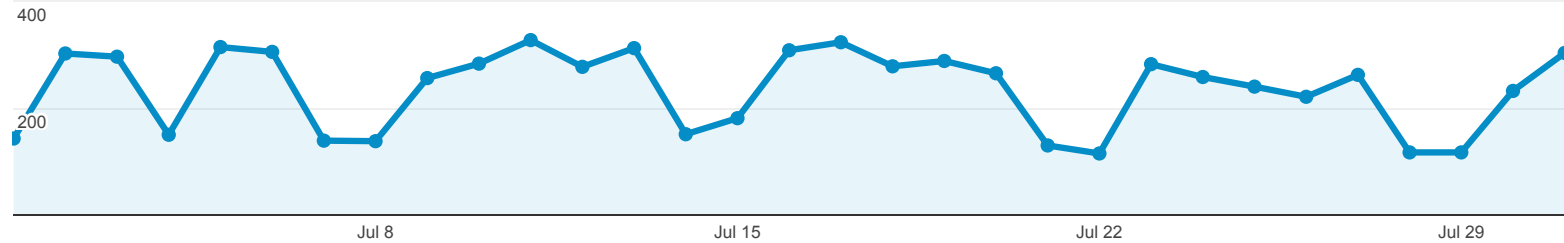
## All Traffic

● % of visits: 100.00%

## Explorer

## Site Usage

● Visits



Visits

**7,313**

% of Total: 100.00% (7,313)

Pages / Visit

**2.02**

Site Avg: 2.02 (0.00%)

Avg. Visit Duration

**00:01:23**

Site Avg: 00:01:23 (0.00%)

% New Visits

**48.97%**

Site Avg: 48.97% (0.00%)

Bounce Rate

**42.64%**

Site Avg: 42.64% (0.00%)

Source / Medium

Visits

Pages / Visit

Avg. Visit Duration

% New Visits

Bounce Rate

1.	<a href="#">google / organic</a>	<b>3,238</b>	1.91	00:01:21	52.16%	50.71%
2.	<a href="#">(direct) / (none)</a>	<b>2,236</b>	2.12	00:01:21	45.66%	31.40%
3.	<a href="#">yahoo / organic</a>	<b>716</b>	2.06	00:01:29	45.81%	40.92%
4.	<a href="#">bing / organic</a>	<b>542</b>	2.04	00:01:06	45.02%	45.02%
5.	<a href="#">eWaterNews / email</a>	<b>48</b>	2.46	00:03:09	58.33%	29.17%
6.	<a href="#">ask / organic</a>	<b>45</b>	2.00	00:00:54	53.33%	35.56%
7.	<a href="#">aol / organic</a>	<b>44</b>	2.02	00:01:01	61.36%	45.45%
8.	<a href="#">facebook.com / referral</a>	<b>43</b>	2.93	00:04:18	13.95%	51.16%
9.	<a href="#">search.mywebsearch.com / referral</a>	<b>37</b>	1.95	00:01:15	45.95%	45.95%
10.	<a href="#">cityofpalmdale.org / referral</a>	<b>34</b>	2.47	00:01:42	55.88%	20.59%

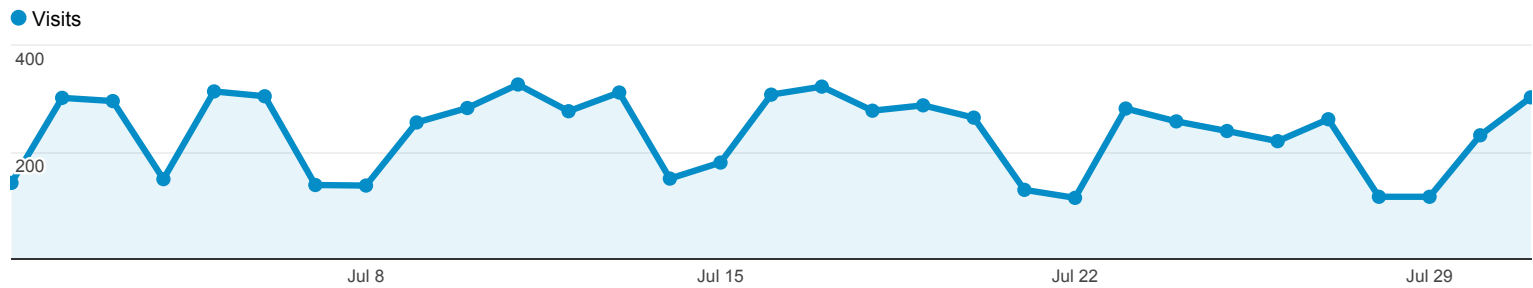
Rows 1 - 10 of 86

Jul 1, 2012 - Jul 31, 2012

## Traffic Sources Overview

● % of visits: 100.00%

## Overview



## 7,313 people visited this site



## ■ 63.78% Search Traffic

4,664 Visits

## ■ 4.98% Referral Traffic

364 Visits

## ■ 30.58% Direct Traffic

2,236 Visits

## ■ 0.67% Campaigns

49 Visits

Keyword		Visits	% Visits
1.	<a href="#">palmdale water district</a>	2,247	48.18%
2.	<a href="#">(not provided)</a>	637	13.66%
3.	<a href="#">palmdale water</a>	399	8.55%
4.	<a href="#">www.palmdalewater.org</a>	175	3.75%
5.	<a href="#">palmdalewater.org</a>	131	2.81%
6.	<a href="#">palmdalewater</a>	41	0.88%
7.	<a href="#">http://www.palmdalewater.org/</a>	36	0.77%
8.	<a href="#">palmdale water district jobs</a>	33	0.71%
9.	<a href="#">palmdale water department</a>	31	0.66%
10.	<a href="#">palmdale water company</a>	24	0.51%

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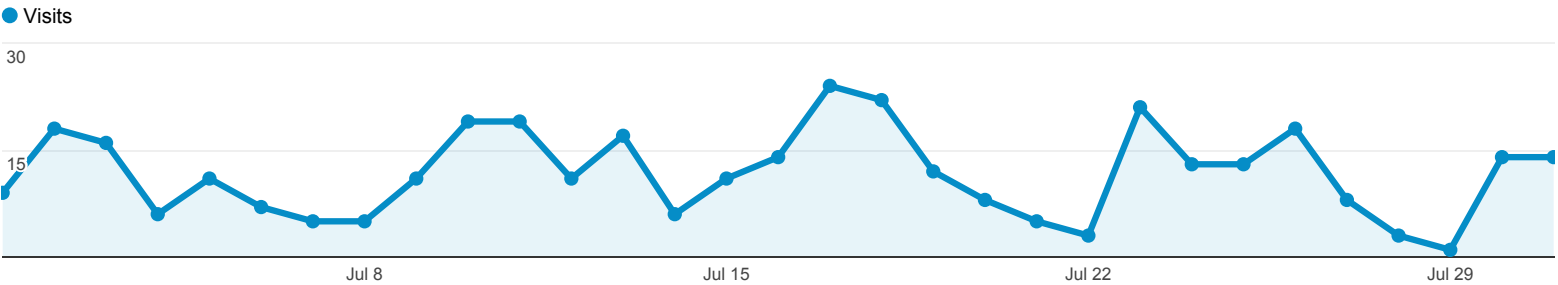
Jul 1, 2012 - Jul 31, 2012

Referral Traffic

% of visits: 4.98%

Explorer

Site Usage



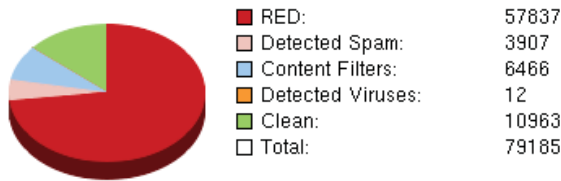
Visits	Pages / Visit	Avg. Visit Duration	% New Visits	Bounce Rate
364	2.35	00:01:50	50.27%	44.23%
% of Total: 4.98% (7,313)	Site Avg: 2.02 (15.88%)	Site Avg: 00:01:23 (32.37%)	Site Avg: 48.97% (2.67%)	Site Avg: 42.64% (3.74%)

Source	Visits	Pages / Visit	Avg. Visit Duration	% New Visits	Bounce Rate
1. facebook.com	43	2.93	00:04:18	13.95%	51.16%
2. search.mywebsearch.com	37	1.95	00:01:15	45.95%	45.95%
3. cityofpalmdale.org	34	2.47	00:01:42	55.88%	20.59%
4. dpw.lacounty.gov	25	3.16	00:02:33	76.00%	36.00%
5. google.com	24	1.92	00:00:45	83.33%	58.33%
6. 36ohk6dgmcd1n-c.c.yom.mail.yahoo.net	21	1.71	00:00:52	61.90%	47.62%
7. robertearvarado.com	14	3.36	00:01:53	14.29%	42.86%
8. library.ucr.edu	12	3.17	00:03:03	83.33%	16.67%
9. neogov.com	10	1.20	00:00:08	30.00%	80.00%
10. agency.governmentjobs.com	7	2.00	00:00:18	0.00%	85.71%

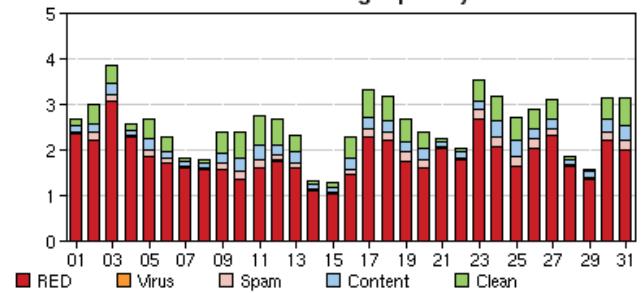
Rows 1 - 10 of 73

## Inbound Message Summary

### Message Classification

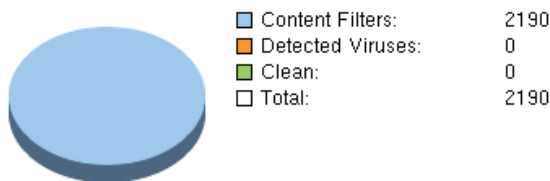


### Thousands of Messages per Day

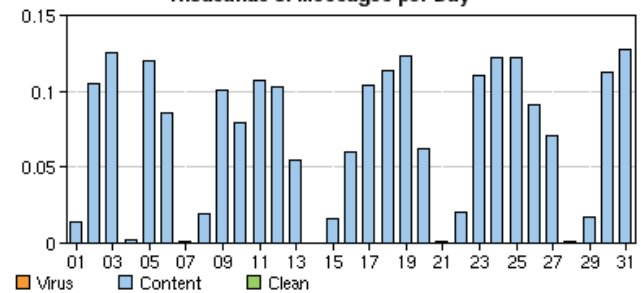


## Outbound Message Analysis

### Message Classification

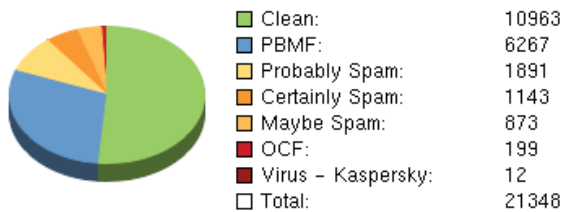


### Thousands of Messages per Day

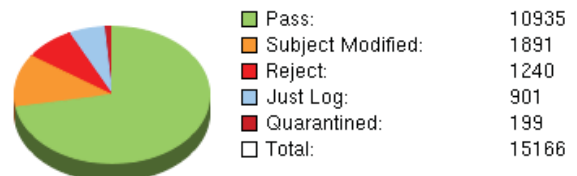


## Inbound Analysis Details and Recipient Actions

### Analysis Details

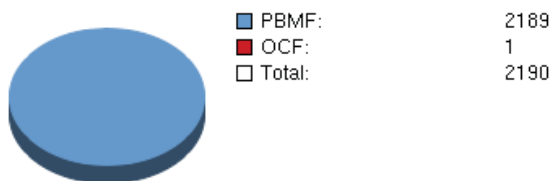


### Applied Recipient Actions

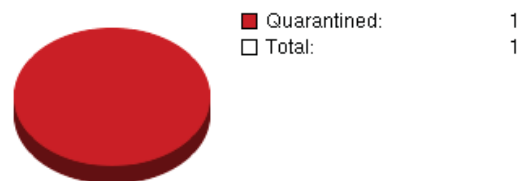


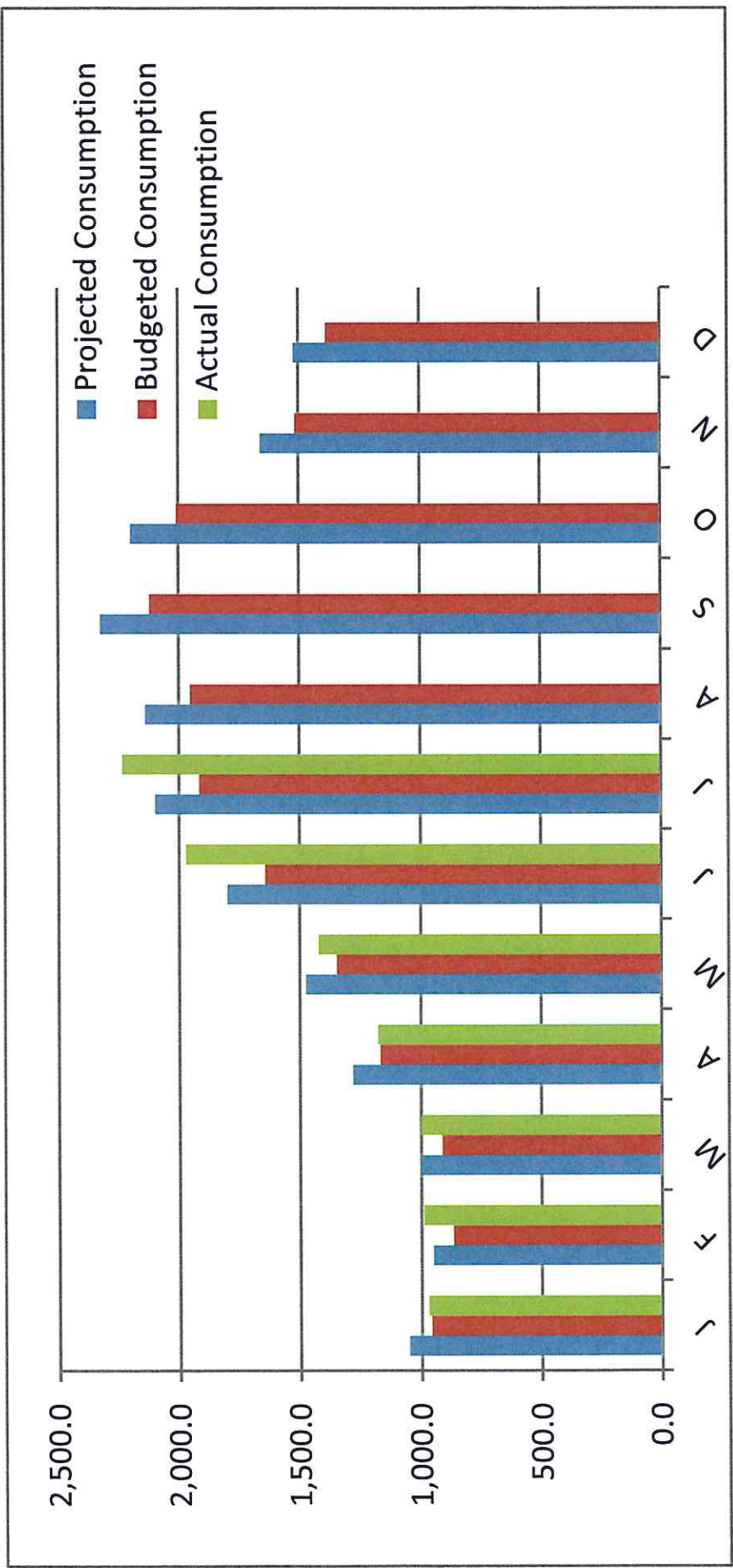
## Outbound Analysis Details and Recipient Actions

### Analysis Details



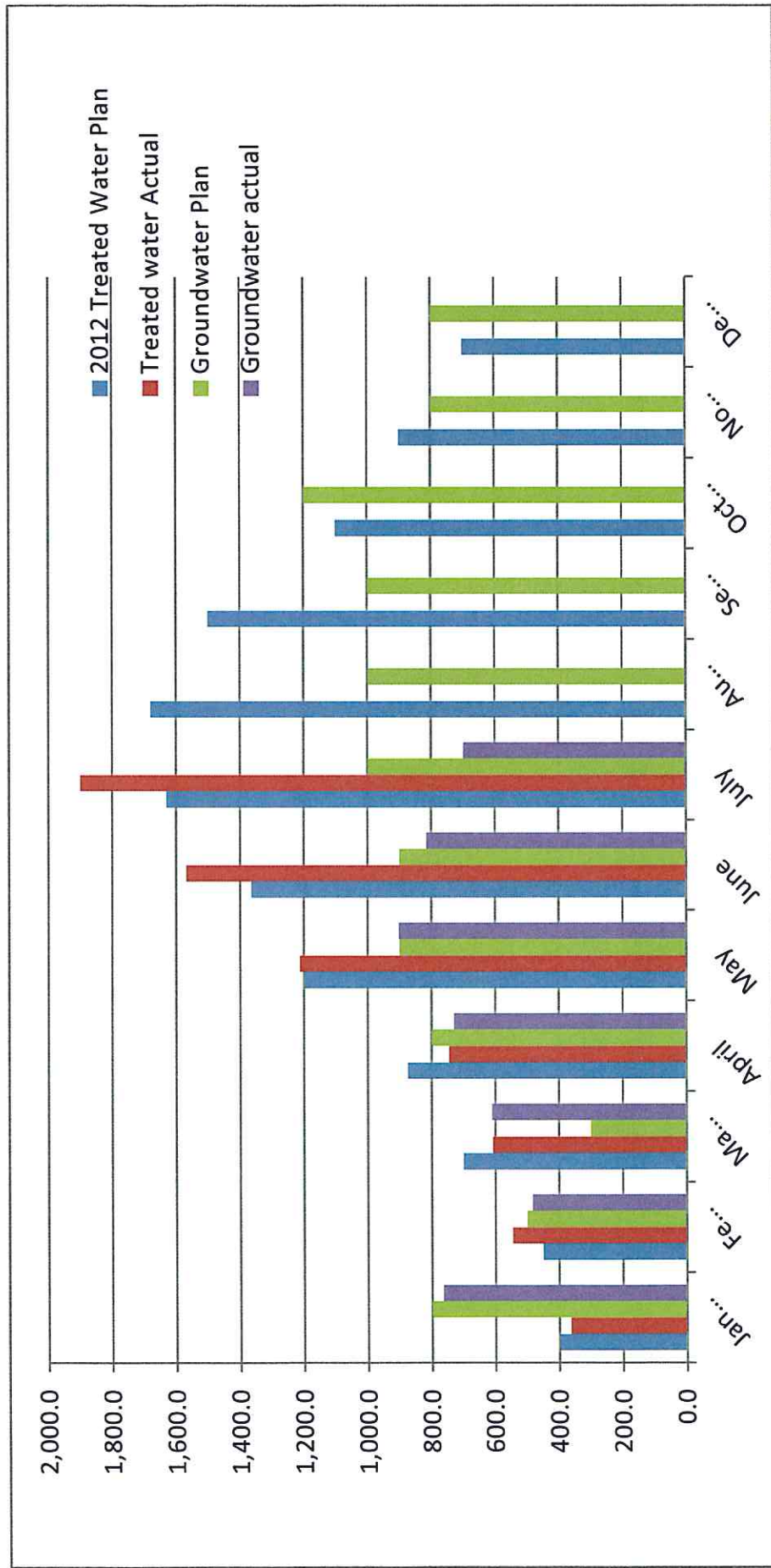
### Applied Recipient Actions





**2012**

	PROJECTED	BUDGETED	ACTUAL
<b>January</b>	<b>1,050.0</b>	<b>958.5</b>	<b>969</b>
<b>February</b>	<b>950.0</b>	<b>867.2</b>	<b>989</b>
<b>March</b>	<b>1,000.0</b>	<b>912.8</b>	<b>1,001</b>
<b>April</b>	<b>1,280.0</b>	<b>1168.4</b>	<b>1,177</b>
<b>May</b>	<b>1,475.0</b>	<b>1346.4</b>	<b>1,422</b>
<b>June</b>	<b>1,800.0</b>	<b>1643.1</b>	<b>1,972</b>
<b>July</b>	<b>2,100.0</b>	<b>1916.9</b>	<b>2,237</b>
August	2,140.0	1953.4	0
September	2,325.0	2122.3	0
October	2,200.0	2008.2	0
November	1,660.0	1515.3	0
December	1,520.0	1387.5	0
Totals	19,500.0	17800.0	9,767
		17800	
Running total	9,655.0	8,813	9,767



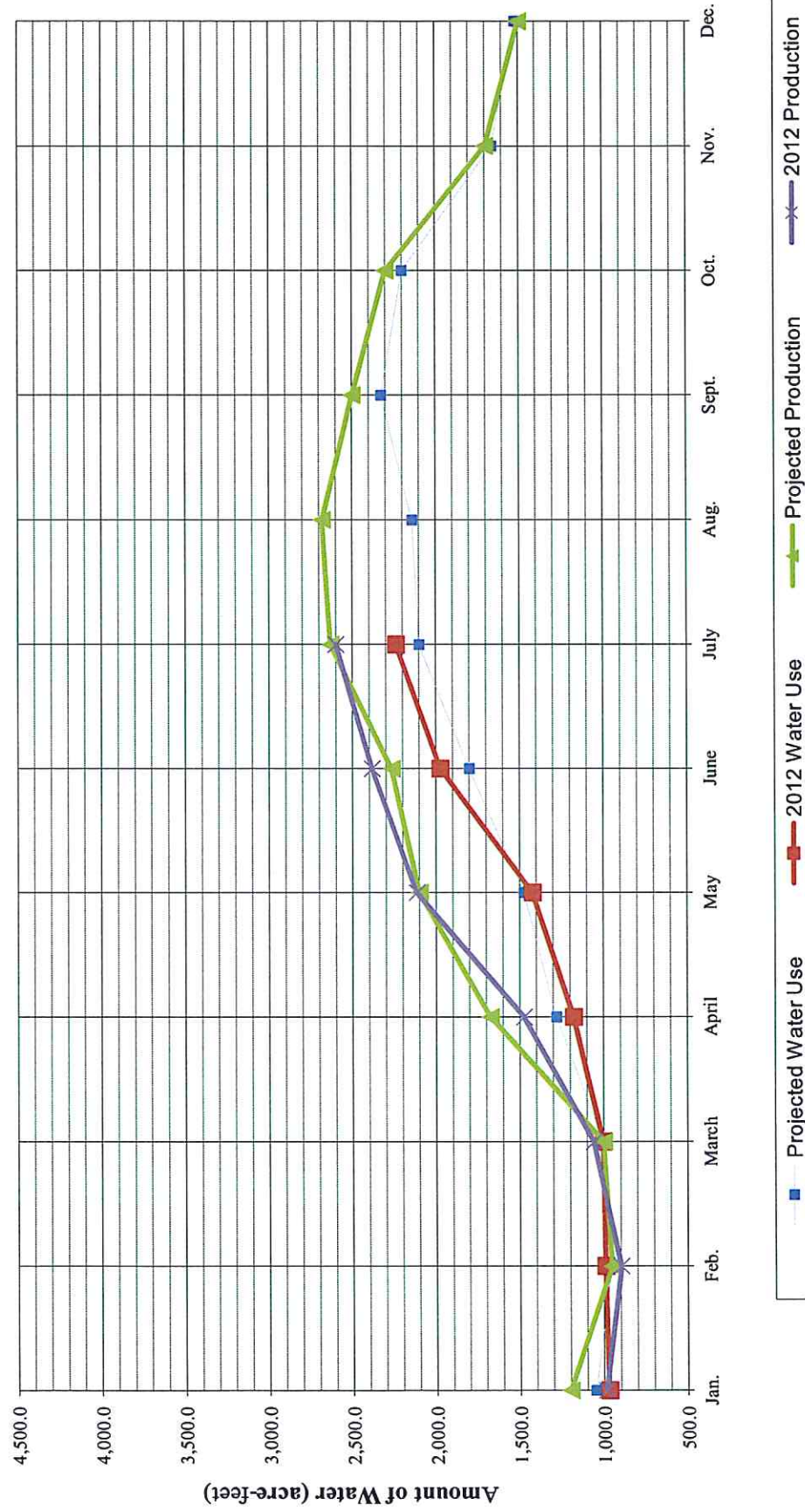
Month	Five-Year Aver. Consumption (ac.-ft.)	Projected 2012 Consumption (ac.-ft.)	Actual 2012 Consumption (ac.-ft.)	Difference (Act. - Pred.) (ac.-ft.)
<b>Jan.</b>	1232.2	1,050.0	969	-81.0
<b>Feb.</b>	1180.0	950.0	989	39.1
<b>March</b>	1130.9	1,000.0	1,001	0.7
<b>April</b>	1569.5	1,280.0	1,177.0	-103.0
<b>May</b>	1862.1	1,475.0	1,421.8	-53.2
<b>June</b>	2602.4	1,800.0	1,972.9	172.9
<b>July</b>	3094.9	2,100.0	2,237.8	137.8
<b>Aug.</b>	2842.5	2,140.0	0.0	0.0
<b>Sept.</b>	2871.7	2,325.0	0.0	0.0
<b>Oct.</b>	2496.7	2,200.0	0.0	0.0
<b>Nov.</b>	1780.3	1,660.0	0.0	0.0
<b>Dec.</b>	1371.2	1,520.0	0.0	0.0
	<b>24,034.3</b>	<b>19,500.0</b>	<b>9,768.3</b>	<b>113.3</b>

2005 thru 2009

21,500.0

Month	Five-Year Aver. Production (ac.-ft.)	Projected 2012 Production (ac.-ft.)	Actual 2012 Production (ac.-ft.)	Difference (Act. - Pred.) (ac.-ft.)
<b>Jan.</b>	1249.1	1,200.0	987.2	-212.8
<b>Feb.</b>	1228.6	950.0	896.8	-53.2
<b>March</b>	1610.9	1,000.0	1,058.4	58.4
<b>April</b>	1959.0	1,675.0	1,474.6	-200.4
<b>May</b>	2585.3	2,100.0	2,115.6	15.6
<b>June</b>	2868.6	2,265.0	2,383.2	118.2
<b>July</b>	3318.8	2,630.0	2,598.6	-31.4
<b>Aug.</b>	3257.3	2,680.0	0.0	0.0
<b>Sept.</b>	2697.0	2,500.0	0.0	0.0
<b>Oct.</b>	2191.4	2,300.0	0.0	0.0
<b>Nov.</b>	1727.2	1,700.0	0.0	0.0
<b>Dec.</b>	1269.7	1,500.0	0.0	0.0
	<b>25,962.9</b>	<b>22,500.0</b>	<b>11,514.4</b>	<b>-305.6</b>

# 2012 PWD PRODUCTION & CUSTOMER WATER USE



## 2012



Amount of Water (acre-feet)

## Projected Water Use

Pr

## Projected Production

▲ 5 yr Prod avg

- "5 yr Con. Avg

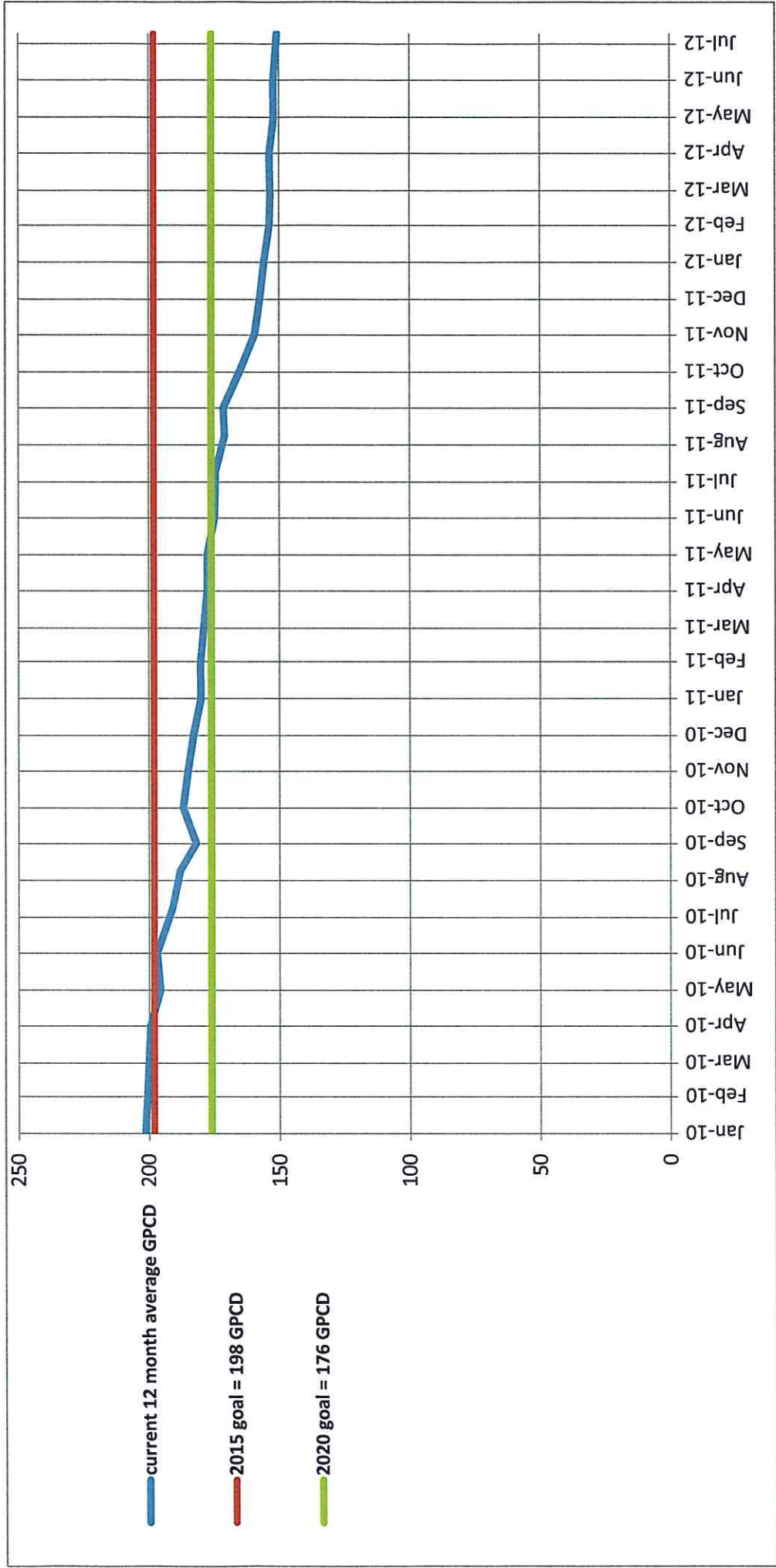
2012 Production

2012 Water Use

## 2012

MONTHLY TOTALS					
MONTH	TOTAL af	SW af	GW af	SW %	GW%
January	1,128.0	363.80	764.20	32.25%	67.75%
February	1,027.7	544.90	482.80	53.02%	46.98%
March	1,219.9	608.68	611.25	49.89%	50.11%
April	1,474.6	745.5	729.1	50.56%	49.44%
May	2,115.59	1213.2	902.4	57.35%	42.65%
June	2,383.20	1568.30	814.90	65.81%	34.19%
July	2,600.6	1900.4	698.2	73.08%	26.85%
August	0.00	0.00	0.00		
September	0.00	0.00	0.00		
October	0.00	0.00	0.00		
November	0.00	0.00	0.00		
December	0.00	0.00	0.00		
	11,949.6	6944.78	5002.84		

Running Averages	SW	GW
January	32.25%	67.75%
Jan. thru February	42.15%	57.85%
Jan. thru March	44.95%	55.05%
Jan. thru April	46.66%	53.34%
Jan. thru May	49.90%	50.10%
Jan. thru June	53.96%	46.04%
Jan. thru July	58.13%	41.87%
Jan. thru August	0.00%	0.00%
Jan. thru September	0.00%	0.00%
Jan. thru October	0.00%	0.00%
Jan. thru November	0.00%	0.00%
Jan. thru December	0.00%	0.00%



**DRAFT 2012 Water Production Plan @ 65% Allocation**

Month	Raw Surface Water Sources					Evaporation Total				WTP		Water Production Groundwater				Metered Water	
	Carry Over (ac-ft) *	Banking & Exchanges (ac-ft) from CO *	Butte Transf. (ac-ft)	PWD/SWP (ac-ft)	LTD (ac-ft)	Plan (ac-ft)	Actual (ac-ft)	Plan (ac-ft)	Actual (ac-ft)	Plan (ac-ft)	Actual (ac-ft)	Plan (ac-ft)	Actual (ac-ft)	Plan (ac-ft)	Actual (ac-ft)		
January	0.0	2637.8	0.0	1327.8	0.0	1,327.8	400.0	363.8	800.0	764.2	1,200.0	1,128.0	1,050.0	968			
February	0.0	0.0	0.0	610.4	0.0	610.4	450.0	544.9	500.0	482.8	950.0	1,027.7	950.0	989			
March	0.0	0.0	0.0	621.4	0.0	621.4	700.0	608.7	300.0	611.3	1,000.0	1,220.0	1,000.0	1,001			
April	0.0	0.0	0.0	810.4	0.0	810.4	735.4	875.0	800.0	729.1	1,675.0	1,474.8	1,280.0	1,177			
May	0.0	0.0	0.0	1378.9	0.0	-50.00	1,200.0	1213.2	900.0	902.4	2,100.0	2,115.6	1,421.8	1,421.8			
June	0.0	0.0	0.0	1834.7	0.0	-446.70	1,368.0	1568.3	900.0	814.9	2,265.0	2,383.2	1,800.0	1,972			
July	0.0	0.0	0.0	2103.7	0.0	-144.20	1,958.5	1900.4	1,000.0	698.2	2,630.0	2,698.6	2,100.0	2,237			
August	0.0	0.0	0.0	437.7	0.0	-270.00	0.0	1,680.0	1,000.0	0.0	2,680.0	0.0	2,140.0	0			
September	0.0	0.0	0.0	1710.0	0.0	-210.00	0.0	1,500.0	1,000.0	0.0	2,500.0	0.0	2,325.0	0			
October	0.0	0.0	0.0	1100.0	0.0	-135.70	0.0	1,100.0	1,200.0	0.0	2,300.0	0.0	2,200.0	0			
November	0.0	0.0	0.0	900.0	0.0	-50.00	0.0	900.0	800.0	0.0	1,700.0	0.0	1,680.0	0			
December	0.0	0.0	0.0	740.0	0.0	-39.30	0.0	700.0	800.0	0.0	1,500.0	0.0	1,520.0	0			
Allocated Total Use:	0.00	2,637.8	0.0	9,125.0	-	(1,420.90)	7,971.40	12,500.0	6944.8	10,000.0	5,002.84	22,800.0	19,500.0	9,767			
Actual C.O. from 2011	7,133.0	6,500.0	13,845.0	3,500.0	13,845.0	1,250.0	12,500.0	11,000.0	10,000.0	9,000.00	22,500.00	21,500.00	19,500.0	18,500.0			
Remaining Allotment:	0.0	4,495.2	6,500.0	4,720.0	3,500.0	-170.9	5,873.6	5,920.0	5,200.0	0.0	11,820.0	-9,552.36	9,655.0	8,766.6			
Banked in Nov/Dec 2011	2,960.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	-3,997.16	0.00	16,600.00	0.0	17,571.1			
Total:	0.0	0.0	0.0	13,845.0	0.0	-1,250.0	12,500.0	12,735.0	6864.8	0.0	0.00	0.00	0.0	0.0			
AVAILABLE FOR CARRYOVER	0.0	1,515.0	6,500.0	4,720.0	0.0	0.0	12,735.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			

**RE:     *AGENDA ITEM NO. 8.2(a) – REPORT OF GENERAL MANAGER –  
DISTRICT VACANCIES***

All budgeted positions are currently filled.