

Since 1918



PALMDALE WATER DISTRICT

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

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Board of Directors

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Division 1

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Division 2

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Division 3

KATHY MAC LAREN
Division 4

VINCENT DINO
Division 5

ALESHIRE & WYNDER
LLP
Attorneys

May 19, 2016

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, May 25, 2016

7:00 p.m.

NOTES: To comply with the Americans with Disabilities Act, to participate in any Board meeting please contact Dawn Deans at 661-947-4111 x1003 at least 48 hours prior to a Board meeting to inform us of your needs and to determine if accommodation is feasible.

Additionally, a Spanish interpreter will be made available to assist the public in making comments during the meeting if requested at least 48 hours before the meeting. This was authorized by Board action on May 11, 2016 as a temporary measure while a long-term policy is developed.

Adicionalmente, un intérprete en español estará disponible para ayudar al público a hacer comentarios durante la reunión, siempre y cuando se solicite con 48 horas de anticipación de la junta directiva. Esto fué autorizado por la mesa directiva en la junta del 11 de mayo del 2016 como una medida temporal mientras se desarrolla una poliza a largo plazo.

Agenda item materials, as well as materials related to agenda items submitted after distribution of the agenda packets, are available for public review at the District's office located at 2029 East Avenue Q, Palmdale (Government Code Section 54957.5). Please call Dawn Deans at 661-947-4111 x1003 for public review of materials.

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

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

- 1) Pledge of Allegiance.
- 2) Roll Call.
- 3) Adoption of Agenda.
- 4) Public comments for non-agenda items.
- 5) Presentations:



Providing high quality water to our current and future customers at a reasonable cost.



- 5.1) Drought Report-Review of “Water Conservation and Reduction in Water Demand Efforts Report as of April, 2016.” (PIO/Conservation Director McNutt)
- 6) Action Items - Consent Calendar (The public shall have an opportunity to comment on any action item on the Consent Calendar as the Consent Calendar is considered collectively by the Board of Directors prior to action being taken.)
 - 6.1) Approval of minutes of regular meeting held May 11, 2016.
 - 6.2) Payment of bills for May 25, 2016.
 - 6.3) Approval of 2016 Proposed Bylaws Amendments for the California Special Districts Association (CSDA). (General Manager LaMoreaux)
 - 6.4) Approval to deny claim of Basil Hilo. (Finance Manager Williams)
 - 6.5) Approval of Communications Site Lease Agreement between Palmdale Water District and Verizon Wireless. (\$3,000.00/Month Revenue – Assistant General Manager Knudson/Facilities Committee)
 - 6.6) Approval of scanner/plotter purchases. (\$50,000.00 – Budgeted – Information Technology Manager Stanton/Facilities Committee)
 - 6.7) Approval to declare various vehicles and equipment as surplus property per Article 12.08 of the District’s Rules and Regulations. (Facilities Manager Moore/Facilities Committee)
 - 6.8) Approval to purchase used construction equipment utilizing proceeds from selling surplus equipment. (Facilities Manager Moore/Facilities Committee)
- 7) Action Items – Action Calendar (The public shall have an opportunity to comment on any action item as each item is considered by the Board of Directors prior to action being taken.)
 - 7.1) Consideration and possible action on appeal of Iraj Hormozi of the determination of emergency water conservation restriction violation upholding the water waste fine. (General Manager LaMoreaux)
 - 7.2) Consideration and possible action on approval of the Amended and Restated Lease Agreement with the Palmdale Fin & Feather Club. (General Manager LaMoreaux)
 - 7.3) Consideration and possible action on purchasing an ad in a Spanish publication for publishing the list of unclaimed funds. (President Alvarado/General Manager LaMoreaux)
 - 7.4) Consideration and possible action on Outreach activities. (PIO/Conservation Director McNutt)
 - a) Rebates/Cash for Grass Program
 - b) AguaPalooza Music Contest
 - c) High Desert Water Summit
 - d) Palmdale Chamber activities

- e) Calendar of upcoming events
- f) Board media training
- g) Outreach Board input
- 7.5) Consideration and possible action on authorization of the following conferences, seminars, and training sessions for Board and staff attendance within budget amounts previously approved in the 2016 Budget:
 - a) None at this time.
- 8) Information Items:
 - 8.1) Reports of Directors:
 - a) Meetings/General Report.
 - b) Standing Committee/Assignment Reports (Chair):
 - 1) Facilities Committee.
 - 8.2) Report of General Manager.
 - a) May, 2016 written report of activities through April, 2016.
 - 8.3) Report of General Counsel.
- 9) Public comments on closed session agenda matters.
- 10) Break prior to closed session.
- 11) Closed session under:
 - 11.1) Conference with Legal Counsel – Existing Litigation: A closed session will be held, pursuant to Government Code §54956.9 (d)(1), to confer with Special Litigation Counsel regarding pending litigation to which the District is a party. The title of such litigation is as follows: *Antelope Valley Ground Water Cases*.
 - 11.2) Conference with Legal Counsel – Potential Litigation: A closed session will be held, pursuant to Government Code §54956.9 (d)(4), to confer with District General Counsel to consider whether to initiate litigation, one case.
- 12) Public report of any action taken in closed session.
- 13) Board members' requests for future agenda items.
- 14) Adjournment.

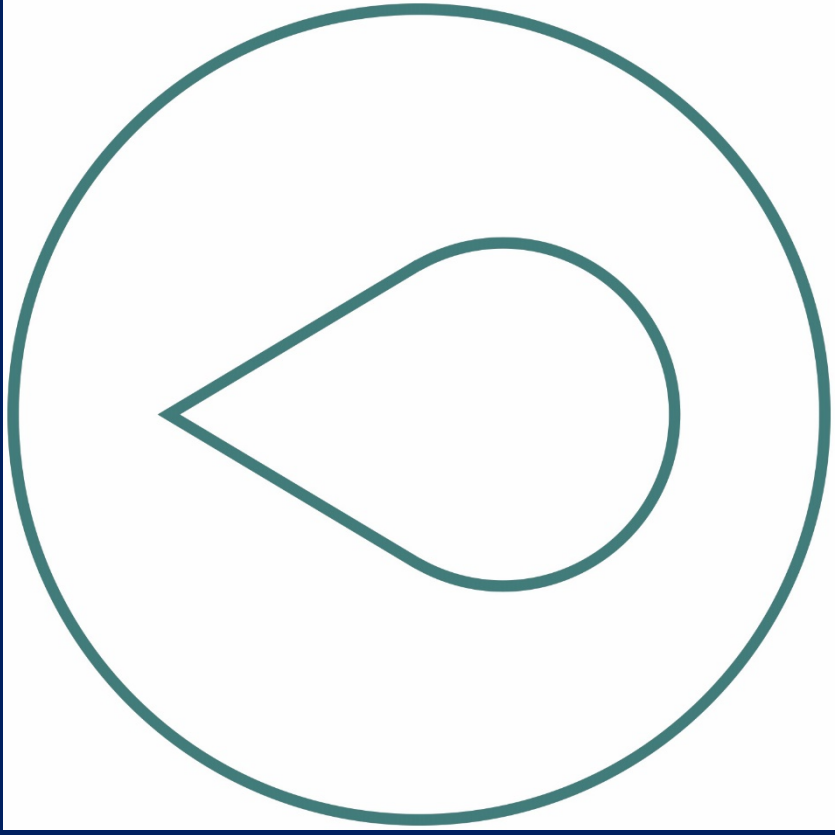


DENNIS D. LaMOREAUX,
General Manager

Water Conservation

- ◆ 12 Appeal letters submitted
- ◆ 82 Citations issued starting in March
- ◆ Citation breakdown:

CHG	Water Waste 1 st Notice	\$50.00	\$4,050.00
CHG	Water Waste 2 nd Notice	\$250.00	\$250.00
CHG	Water Waste 3 rd Notice	\$500.00	\$0.00
CHG	Water Waste 4 th Notice	\$1,000.00	\$0.00
	Grand Total		\$4,300.00
- ◆ Water savings for April = 25.6%
- ◆ Gallons per capita per day for April = 92.3
- ◆ April Drought Surcharge Revenue = \$64,319.91
- ◆ Cumulative water savings since June 1, 2015 = 24.6%



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: May 18, 2016 **May 25, 2016**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 6.3 – APPROVAL OF 2016 PROPOSED BYLAWS
AMENDMENTS FOR THE CALIFORNIA SPECIAL DISTRICTS
ASSOCIATION (CSDA).***

The California Special Districts Association (CSDA) Board of Directors approved several recommended updates to the CSDA bylaws. These updates are attached and must be adopted by CSDA voting members. The District, as a voting member, has been asked to cast a vote either in favor or not in favor of the recommended updates by June 24, 2016.

Supporting Documents:

- April 29, 2016 letter regarding proposed CSDA bylaws updates and ballot
- CSDA recommended bylaws



**California Special
Districts Association**
Districts Stronger Together

RECEIVED

MAY 02 2016

MEMORANDUM

DATE: April 29, 2016

TO: California Special Districts Association (CSDA) Voting Members

FROM: Bill Nelson, CSDA Board President
Neil McCormick, Chief Executive Officer

SUBJECT: Proposed CSDA Bylaws Updates

The CSDA Board of Directors has approved recommended updates to the CSDA Bylaws to bring forward to CSDA voting members for consideration.

Highlights to the recommended updates include:

- General clean-up to reflect updates and organizational changes over the last two years
- Clarifying language to the CSDA Board nomination and election process to allow for electronic voting
- Clarifying language for the inclusion of electronic communication related to the CSDA Bylaws amendments

The full proposed changes to CSDA's Bylaws are indicated in mark-up form for your review and can be found online at www.csda.net/bylaws.

As a voting member in good standing, once your district has reviewed the proposed CSDA Bylaws updates, please use the enclosed official ballot to cast your vote by mail in favor or not in favor of the changes.

Completed ballots must be received by Friday, June 24, 2016 at 5:00 PM to be counted. Only official and fully completed ballots returned via regular mail to the CSDA office will be counted. The results of the Bylaws ballot will be announced in the CSDA e-News and on the CSDA website. If approved by the membership, the updated Bylaws will take effect on July 1, 2016.

If you have any questions or require printed copies, please contact Charlotte Lowe, Executive Assistant at charlottel@csda.net or (916) 442-7887.

Thank you for your participation and continued support of CSDA!



**California Special
Districts Association**
Districts Stronger Together

**MAIL BALLOT FOR PROPOSED
BYLAWS AMENDMENT**

Shall the 2016 Proposed CSDA Bylaws Amendments be Adopted?

☐ **Yes**

☐ **No**

CSDA Member District Name: _____

Authorized Signature: _____
(GM or Board President)

View current CSDA Bylaws and proposed new bylaws at csda.net/bylaws

Must be received by June 24, 2016. CSDA, 1112 I Street, Suite 200, Sacramento, CA 95814

(If you require a hard copy of either of the above listed bylaws or have questions, please call Charlotte Lowe, CSDA Executive Assistant at (877) 924-CSDA.) If approved, bylaws will become effective July 1, 2016.



BYLAWS

California Special Districts Association

Approved Bylaw Revision Dates:

Revised 1996

Revised 1999

Revised 2004

Revised October 1, 2009

Revised August 2, 2010

Revised August 1, 2011

Revised July 1, 2014

TABLE OF CONTENTS

ARTICLE I – GENERAL.....	4
Section 1. Purpose:.....	4
Section 2. CSDA Regions /Networks:.....	4
Section 3. Principal Office:.....	4
ARTICLE II – MEMBERSHIP.....	5
Section 1. Qualification of Membership:.....	6
Section 2. Membership Application:.....	6
Section 3. Membership Dues:.....	6
Section 4. Membership Voting:.....	6
Section 5. Membership Quorum:.....	6 67
Section 6. Membership Meetings:.....	7
Section 7. Termination of Membership:.....	10 108
ARTICLE III – DIRECTORS.....	11 119
Section 1. Number of Directors:.....	11 119
Section 2. Term of Office:.....	11 119
Section 3. Nomination of Directors:.....	11 119
Section 4. Election of Directors:.....	11 119
Section 5. Event of Tie:.....	13 1310
Section 6. Director Vacancy:.....	13 1310
Section 7. Director Disqualification:.....	14 1411
Section 8. Powers of Directors:.....	15 1511
ARTICLE IV – DIRECTOR MEETINGS.....	16 1612
Section 1. Place of Meetings:.....	16 1612
Section 2. Ratification Meeting:.....	16 1612
Section 3. Organization Meeting:.....	16 1612
Section 4. Planning Session:.....	16 1612
Section 5. Regular Meetings:.....	16 1612
Section 6. Special Meetings:.....	16 1612
Section 7. Quorum:.....	16 1612
Section 8. Board Meetings by Telephone and Electronic Communications.....	13
Section 9 8. Official Records:.....	16 1613
ARTICLE V – OFFICERS.....	18 1814
Section 1. Number and Selection:.....	18 1814
Section 2. Duties of the President:.....	18 1814
Section 3. Duties of the Vice President:.....	18 1814
Section 4. Duties of the Secretary:.....	18 1814
Section 5. Duties of the Treasurer:.....	19 1915
Section 6. Disbursement of Funds:.....	19 1915
Section 7. Removal of Officers:.....	19 1915
ARTICLE VI – COMMITTEES.....	20 2016

Section 1. Committee Structure:	20 20 16
Section 2. Committee Actions:	20 20 16
Section 3. Committee Meetings:	20 20 16
Section 4. Standing Committees:	21 21 17
Section 5. Ad Hoc Committees:	22 22 18
Section 6. Special Committee of the Board:	22 22 18
ARTICLE VII – INDEMNIFICATION	23 23 19
Section 1. Right of Indemnity:	23 23 19
Section 2. Approval of Indemnity:	23 23 19
Section 3. Insurance:	23 23 19
Section 4. Liability:	23 23 19
ARTICLE VIII – LOCAL <u>AFFILIATED</u> CHAPTERS.....	24 24 20
Section 1. Purpose:.....	24 24 20
Section 2. Organization:.....	24 24 20
Section 3. Rules, Regulations and Meetings:	24 24 20
Section 4. Financing of Local <u>Affiliated</u> Chapters:.....	24 24 20
Section 5. Legislative Program Participation:.....	25 25 20
ARTICLE IX – AMENDMENTS TO THE BYLAWS.....	26 26 21
Section 1. Amendment Proposals:.....	26 26 21
Section 2. Amendment Membership Meeting:	26 26 21
Section 3. Mailed <u>Written Bylaws</u> Amendment Ballot:	26 26 21
Section 4. <u>Bylaws</u> Amendment Ratification:.....	27 27 21
EXHIBIT A.....	28 28 22

ARTICLE I – GENERAL

Section 1. Purpose:

In addition to the general and specific purposes set forth in the Articles of Incorporation of the California Special Districts Association (CSDA), CSDA will provide outreach, education, and member services, and shall generate legislative advocacy for member interests. CSDA will interact with the government associations and groups that support or oppose its membership's interests.

Section 2. CSDA ~~Regions~~/Networks:

The state of California shall be divided along county boundaries into six voting ~~regions~~/networks. The areas of the ~~regions~~/networks have been determined by the Board of Directors of CSDA.

Exhibit A.....Map of the six (6) ~~regions~~/networks of CSDA.

Section 3. Principal Office:

The principal business office of CSDA shall be located in Sacramento, California.

ARTICLE II – MEMBERSHIP

Section 1. Qualification of Membership:

There may be several classes of membership in CSDA, as determined by the Board of Directors. The following classes have been adopted:

A. Regular Voting Members:

Regular voting members shall be any public agency formed pursuant to either general law or special act for the local performance of governmental and/or proprietary functions within limited boundaries, and which meets any one of the following criteria:

1. Meets the definition of “independent special district” set forth in Government Code Section 56044 by having a legislative body all of whose members are elected, or which members are appointed to fixed terms; or
2. A public agency whose legislative body is composed of representatives of two or more other public agencies. Such representatives may be either members of the legislative body or designated employees of such other public agencies. Public agencies which qualify as regular members pursuant to these criteria include, but are not limited to the following public agencies: (a) air quality management districts; (b) air pollution control districts; (c) county water agencies or authorities; (d) transit or rapid transit districts, or transportation authorities; (e) metropolitan water districts; (f) flood control and/or water conservation districts; (g) sanitation agencies.

Regular voting members do not include the state, cities, counties, school districts, community college districts, dependent districts, or joint powers authorities. Dependent districts are defined as those special districts whose legislative body is composed exclusively of members of a Board of Supervisors of a single county or city council of a single city, LAFCOs, joint powers authorities or the appointees of such legislative bodies with no fixed terms.

Regular voting members have voting privileges and may hold seats on the Board of Directors.

B. Associate Non-Voting Members:

[Associate members](#) shall be those organizations such as dependent districts, cities, mutual water companies, and those public agencies that do not satisfy the criteria for regular voting membership specified in Section A above.

Associate members have no voting privileges, [except as approved members on a CSDA committee](#), and may not hold a seat on the Board of Directors.

C. Business Affiliate Members:

[Business Affiliate members](#) shall be those persons or organizations that provide services to special districts and/or have evidenced interest in the purposes and goals of

CSDA. Business Affiliates have no voting privileges, except as approved members on a CSDA committee, and may not hold a seat on the Board of Directors.

Section 2. Membership Application:

Application for membership to CSDA will be directed to staff, who will determine if the applicant's interest and purpose is in common with CSDA. If the applicant meets the requirements of membership, the Board of Directors shall approve the new member by a majority vote of the Board. Acceptance to membership shall authorize participation in CSDA activities as specified in these Bylaws.

Section 3. Membership Dues:

The membership dues of CSDA shall be established annually by a majority vote of the Board of Directors at a scheduled Board meeting. Authority to adjust the dues shall remain with the Board of Directors.

Section 4. Membership Voting:

Matters to be voted upon by the membership shall be determined by the Board of Directors in accordance with these Bylaws. Only those matters of which proper notice was given by CSDA may be voted upon.

A. Voting Designee:

In accordance with these Bylaws, regular voting members in good standing shall have voting privileges. The governing body of each regular voting member shall designate ~~by resolution~~, one representative from their respective district who shall have the authority to exercise the right of the regular voting member to vote. Such voting designee shall be a Board member or managerial employee of the member regular voting member.

B. Voting Authorization:

Those regular voting members who have paid the required dues as set by the Board of Directors are members in good standing. Each regular voting member in good standing shall be entitled to one vote on all matters brought before the membership for vote at any meeting or ~~mail-by~~ ballot.

Section 5. Membership Quorum:

A. Meeting Quorum:

Twenty-five voting designees, as defined in Article II, Section 4, officially designated by each regular voting member present at any annual or special meeting of the CSDA shall constitute a quorum. ~~Absentee ballots shall not be accepted. No regular voting member shall have the right to vote by means of an absentee or proxy ballot.~~

B. Mailed or Electronic Ballot Quorum:

Mail ballots or electronic ballots received from 25 voting designees officially designated by each regular voting member shall constitute a quorum. Each regular voting member shall

be entitled to one vote. No regular voting member shall have the right to vote by means of a proxy.

Section 6. Membership Meetings:

A. Annual Business Meeting:

The annual business meeting of the members shall be held at the Annual CSDA Conference at such time and place as determined by the Board of Directors. Written notice of the annual business meeting distributed by mail or electronically shall include all matters that the Board intends to present for action and vote by the members.

~~Written notice of any annual meeting of the members of CSDA, via mail and/or electronic delivery, and/or facsimile shall be sent to each regular voting member in good standing, at least 45 days in advance of the designated date of such meeting. The notice shall include the time and place, and all matters the Board of Directors intends to present for action and vote by the members.~~

B. Special Meetings:

Special meetings of the members may be called at any time by the President, by a majority of the Board of Directors, or ~~by a majority of~~ at least a quorum of the members (25 members). ~~Written notice shall include all matters the Board of Directors intends to present for action and vote by the members.~~ Such a special meeting may be called by written request, specifying the general nature of the business proposed to be transacted and addressed to the attention of and submitted to the President of the Board. The President shall direct the Chief Executive Officer to cause notice to be given promptly to the members stating that a special meeting will be held at a specific time and date fixed by the Board. No business other than the business that was set forth in the notice of the special meeting may be transacted at a special meeting.

~~Written notice of any special meeting of the members of CSDA, via mail and/or electronic delivery, and/or facsimile shall be sent to each regular voting member in good standing, at least ten days in advance of the designated date of such meeting. The notice shall include the time and place, and all matters intended to be presented for action and vote by the members.~~

C. Notice of Meetings:

Whenever members are permitted to take any action at any annual or special meeting, written notice of the meeting distributed by mail or electronically shall be given to each member entitled to vote at that meeting. The notice shall specify the place, date and hour of the meeting, and the means of electronic transmission or electronic video screen communication to be utilized by and between CSDA and its members, if any, by which members may participate in the meeting. For the Annual Membership Meeting, the notice shall state the matters that the Board intends to present for action by the members. For a special meeting the notice shall state the general nature of the business to be transacted and shall state that no other business may be transacted. The notice of any meeting at which directors are to be elected shall include the names of all persons who are nominees when notice is given.

1. Notice Requirements. Written notice of any annual membership meeting shall be given at least 45 days before the meeting date either personally, by first class registered or certified mail, or by electronic transmission.

2. Electronic Notice. Notice given by electronic transmission by CSDA shall be valid if delivered by either (a) facsimile telecommunication or electronic mail when directed to the facsimile number or electronic mail address for that main contact member on record with CSDA; (b) posting on an electronic message board or network that CSDA has designated for such communications, together with a separate electronic notice to each member of the posting; or (c) any other means of electronic communication. Such electronic transmission must be directed to a member which has provided to CSDA an unrevoked consent to the use of electronic transmission for such communications. The method of electronic communication utilized must create a record that is capable of retention, retrieval and review by CSDA.

All such electronic transmissions shall include a written statement that each member receiving such communication has the right to have the notice provided in non-electronic form. Any member may withdraw its consent to receive electronic transmissions in the place of written communications by providing written notice to CSDA of such withdrawal of consent.

Notice shall not be given by electronic transmission by CSDA if CSDA is unable to deliver two (2) consecutive notices to a member by that means, or otherwise becomes aware of the fact that the member cannot receive electronic communications.

D. Electronic Meetings:

Members not physically present in person at either an annual or special meeting of members may participate in such a meeting by electronic transmission or by electronic video screen communication by and between such members and CSDA. Any eligible member participating in a meeting electronically shall be deemed present in person and eligible to vote at such a meeting, whether that meeting is to be held at a designated place, conducted entirely by means of electronic transmission, or conducted in part by electronic communication between CSDA and those members who are not capable of being physically present at such designated meeting place.

Annual and special meetings of the members may be conducted in whole or in part by electronic transmission or by electronic video screen communication by and between CSDA and its members if all of the following criteria are satisfied: (1) CSDA implements reasonable procedures to provide members participating by means of electronic communication a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to hear the proceedings of the meeting including comments of members participating in person substantially concurrent with such proceedings; and (2) any votes cast by a member by means of electronic communication by and between CSDA and a member must be recorded and maintained in the minutes by CSDA.

C. ~~Mail Ballot:~~

~~The Board of Directors may at its discretion authorize the voting upon any issue, by written ballot mailed to each regular voting member in good standing. Such ballot shall~~

~~be mailed by first class mail, at least 45 days in advance of the date the CSDA has designated for the return of the ballot by each member to CSDA.~~

E. Majority Vote:

~~A majority of votes cast or ballots received shall be necessary to carry any matter voted upon, provided a quorum of members has voted in person or by mail ballot. Voting by proxy shall not be allowed.~~ Any matter submitted to the membership for action or approval shall constitute the action or approval of the members only when: (1) the number of votes cast by regular voting members present at the meeting equals or exceeds the quorum requirement of 25 registered voters; and (2) the number of votes approving the action or proposal equals or exceeds a majority (50% plus one) of the regular voting members present and casting votes on the issue.

F. Solicitation of Written Ballots from Members:

All solicitations of votes by written ballot, whether by means of electronic communication or first class mail, shall: (1) state the number of returned ballots needed to meet the quorum requirement (25 returned ballots); (2) state, with respect to returned ballots other than for election of directors, that the majority of returned ballots must indicate approval of each measure in order to adopt such measure; and (3) specify the time by which the written ballot must be received by CSDA in order to be counted. Each written ballot so distributed shall: (1) set forth the proposed action; (2) give members an opportunity to specify approval or disapproval of each proposal; and (3) provide a reasonable time in which to return the ballots to CSDA either electronically or by first class mail.

Each written ballot distributed by first class mail shall be mailed to each regular voting member at least 45 days in advance of the date designated for return of the ballot by each such member to CSDA. Written ballots transmitted electronically to members shall be electronically communicated at least 45 days in advance of the date designated for return of the ballot by each member to CSDA.

G. Return of Ballots:

Written ballots shall be returned either by first class mail or by electronic communication to either the principal business address of CSDA or CSDA's designated electronic format specified on the ballot prior to the close of business (5:00 pm) on the designated election date. Written ballots received either by first class mail or electronic communication from regular voting members after the specified date shall not be counted and shall be invalid.

H. Number of Votes Required for Approval:

Approval by written ballot shall be valid only when (1) the number of votes cast by written ballot either by means of electronic communication or first class mail within the specified time equals or exceeds the quorum required to be present at a meeting authorizing the action (25 votes); and (2) the number of approvals equals or exceeds the number of votes that would be required for approval at a meeting of members, i.e. 50% plus one of those participating members casting written ballots either electronically or by first class mail.

Section 7. Termination of Membership:

Any member delinquent in the payment of dues for a period of three months after said dues are due and payable, shall be notified in writing of such arrearage, and shall be given written notice of possible termination. If such delinquent dues remain unpaid for 45 days after said notice, the delinquent member shall automatically cease to be a member of CSDA. [CSDA's Chief Executive Officer may approve special payment arrangements if deemed necessary.](#)

A delinquent member may be restored to membership by making written application to the Board of Directors of the CSDA. Such reinstatement shall be at the discretion of the Board.

ARTICLE III – DIRECTORS

Section 1. Number of Directors:

The authorized number of elected directors to serve on the Board of Directors shall be 18. Each regular voting member agency shall be limited to one seat on the Board.

There shall be three directors elected from each of the six CSDA ~~regions/~~networks. Directors elected from each of the six ~~regions/~~networks shall hold staggered three year terms. The three directors serving a term of office from a ~~region/~~network shall be elected from three different regular voting member agencies located in that ~~region/~~network.

Section 2 Term of Office:

Directors elected from each of the six ~~regions/~~networks shall hold staggered three year terms. After the annual election of directors, a meeting of the Board shall be held to ratify the election results. The term of office of the newly elected persons shall commence on the following January 1 and shall terminate in three years.

Section 3. Nomination of Directors:

Nomination shall be by ~~region/~~network. Any regular voting member in good standing is eligible to nominate one person from their district to run for director of CSDA. The director nominee shall be a board member of the district or a managerial employee as defined by that district's Board of Directors. Nomination of the director designee shall be made by a resolution or minute action of the regular voting member's Board of Directors. Only one individual from each regular voting member district may be nominated to run at each election. In the event an incumbent does not re-run for his/her seat, the nomination period for that ~~region/~~network shall be extended by ten days.

The CSDA staff, in conjunction with the Elections and Bylaw Committee, will review all nominations received and accept all that meet the qualifications set by these Bylaws. A slate of each ~~region's/~~network's qualified nominees will be submitted by mail or electronic ballot, to that ~~region's/~~network's regular voting membership for election pursuant to Article III, Section 4

Section 4. Election of Directors:

The Election and Bylaws Committee shall have primary responsibility for establishing and conducting elections. The Committee may enforce any regulation in order to facilitate the conduct of said elections. Voting for directors shall be by the regular voting members from the ~~region/~~network from which they are nominated.

The Election and Bylaws Committee shall meet each year to review, with staff, the ~~regions/~~networks where election of directors will be necessary. The Committee will coordinate, with staff, the dates nomination requests shall be mailed to the regular voting members, the official date for the nomination requests to be received at the CSDA office, and set the date of the election.

A. Written Notice:

Written notice requesting nominations of candidates for election to the Board of Directors shall be sent by first class mail or electronically to each regular voting member in good standing on the date specified by the Election and Bylaws Committee, which shall be at least 120 days prior to the election. The nominations must be received either by mail or electronically by CSDA before the established deadline which shall be no later than 60 days prior to the election. Nominations received after the deadline date shall be deemed invalid.

B. Balloting and Election:

Voting for directors shall be by written ballot distributed by mail or by electronic transmission by CSDA directly or via third-party to members eligible to vote in each network.

After the nomination period for directors is closed, a ~~written~~mailed-ballot specifying the certified nominees in each ~~region/~~network shall be distributed by first class mail or electronically to each regular voting member in that ~~region/~~network ~~by first class mail~~. Each such regular member in good standing in each ~~region/~~network shall be entitled to cast one vote for each of that ~~region's/~~network's open seats on the Board.

The ballot for each ~~region/~~network shall contain all nominations accepted and approved by CSDA staff. In the event there is only one nomination in a ~~region/~~network, the nominee shall automatically assume the Seat up for election and a ballot shall not be mailed or electronically transmitted. Staff will execute a Proof of Service certifying the date upon which all regular voting members of each ~~region/~~network were ~~mailed-sent~~ a ballot, either by first class mail or by electronic transmission. The form of written ballot and any related materials sent by electronic transmission by CSDA and completed ballots returned to CSDA by electronic transmission by participating members must comply with all of the requirements of Article II, Section 6.F-H of these Bylaws. If a member does not consent to electronic communication for balloting purposes, a form of written ballot will be mailed to such participating member no later than 45 days prior to the date scheduled for such election. All written ballots shall indicate that each participating member may return the ballot by electronic communication or first class mail.

All solicitations of votes by written ballot shall: (1) state the number of returned ballots needed to meet the quorum requirement (25); (2) state, with respect to ballots for election of directors, that those nominees receiving the highest number of votes for each Board position subject to election will be certified as elected to that Board position.

Election of a nominee to a Board position shall be valid only when: (1) the number of votes cast by written ballot, transmitted either electronically or by first class mail, within the time specified, equals or exceeds the quorum required to be present at a meeting of members authorized in such action (25); and (2) the number of written ballots approving the election of a nominee must be the highest number of votes cast for each Board position subject to election as would be required for an election of a nominee at a meeting of the members. -

Written Ballots shall be returned either by first class mail or by electronic mail communication to either the principal business address of CSDA or CSDA's designated electronic format specified on the ballot prior to the close of business (5:00 pm) on the

designated election date, which shall be at least 45 days prior to the Annual Conference. Written B ballots received either by first class mail or electronic communication after the specified date shall be invalid and shall not be counted.

All written ballots received by mail shall remain sealed until opened in the presence of the Election and Bylaws Committee chairperson or his/her designee. All electronic ballots will be prepared, distributed, authenticated, received, tabulated, and kept secure and confidential.

Section 5. Event of Tie:

In the event of a tie vote, a supplemental ~~mail-written~~ ballot containing only the names of those candidates receiving the same number of votes shall be distributed either by first class mail or electronically mailed to each regular voting member in the ~~region/~~network where the tie vote occurred.

Those ~~mail-written~~ ballots received by mail or electronically prior to the close of business (5:00 pm) on the date designated by the Election and Bylaws Committee shall be considered valid and counted. All supplemental ~~mail-written~~ ballots received after the designated date whether by first class mail or electronically shall will be deemed invalid. All written ballots received either by mail or electronically shall remain sealed as provided in Article III, Section 4.B of these Bylaws. ~~until opened in the presence of the Committee chair or his/her designee.~~

In the event the supplemental ~~mail-written~~ ballot also results in a tie vote, the successful candidate will be chosen by a drawing by lot.

Section 6. Director Vacancy:

In the event of a director vacating his/her seat on the Board of Directors, an individual who meets the qualifications as specified in these Bylaws may be appointed or elected to complete the director's unexpired term.

A. Two or Three Vacant Seats in the Same ~~Region/~~Network:

In the event more than one seat on the CSDA Board of Directors in any one ~~region/~~network is vacant at the same time, such vacancies shall be filled by election. A ~~mail-written~~ ballot shall be prepared; listing all nominees for that ~~region/~~network accepted and approved by CSDA and distributed o each regular voting member in each such network either by first class mail or by electronic communication pursuant to the provisions of Article III, Section 4. A and B of these Bylaws

Regular members of each ~~region/~~network shall be entitled to cast one vote for each open seat in that ~~region/~~network by returning a completed written ballot to CSDA either by first class mail or by electronic communication. The candidate receiving the most votes will be elected to the vacant seat with the longest remaining term. The candidate receiving the second highest number of votes will be elected to fill the vacant seat with the second longest remaining term. The candidate receiving the third highest number of votes will be elected to fill the vacant position with the third longest remaining term.

B. Vacancy Before Nomination Period

In the event of a vacancy occurring “before” the nomination period, at the discretion of the CSDA Board, the vacancy may be filled by appointment or special election.

Should the CSDA Board choose to fill the vacancy by appointment, notification of the vacancy and request for nominations shall be sent by regular mail or electronic communication to all regular members in good standing in the network in which the vacancy occurred. The network’s existing directors sitting on the CSDA Board shall interview all interested candidates of that network and bring a recommendation to the CSDA Board of Directors for consideration. The Board shall make the appointment to fill the unexpired term of the vacated Board position.

Should the CSDA Board choose to fill the vacancy by special election, written notification of the vacancy and request for nominations shall be sent either by first class mail or electronically to each regular member in good standing in the network in which the vacancy occurred. Nominations will be accepted for the vacant seat by first class mail or by electronic communication and shall be placed on the written ballot for election in that network. Such election shall be conducted pursuant to the provisions of Article III, Section 4.A and B hereof.

B.C. Vacancy During Nomination Period:

In the event of a vacancy occurring “during” the nomination period, the vacancy shall be filled by election. Written notification of the vacancy and request for nominations shall be sent either by first class mail or electronically to each regular member in the ~~region/~~network in which the vacancy occurred. Nominations will be accepted for the vacant seat by first class mail or by electronic communication and shall be placed on the ~~mail-written~~ ballot for election in that ~~region/~~network. Such election shall be conducted pursuant to the provisions of Article III, Section 4.A and B hereof.

C.D. Vacancy After Nomination Period:

In the event of a vacancy occurring “after” the nomination period has closed, at the discretion of the CSDA Board, the vacancy may remain unfulfilled until the next regularly scheduled election or may be filled by appointment. Should the CSDA Board choose to fill the vacancy by appointment, notification of the vacancy and request for nominations shall be sent by regular mail or electronic communication to all regular members in good standing in the ~~region/~~network in which the vacancy occurred.

The ~~region’s/~~network’s existing directors sitting on the CSDA Board shall interview all interested candidates of that ~~region/~~network and bring a recommendation to the CSDA Board of Directors. The Board shall make the appointment to fill the unexpired term of the vacated Board position.

Section 7. Director Disqualification:

- A. A director shall become disqualified from further service upon the occurrence of the following:

A director’s district is no longer a member of CSDA; a director is no longer a board member or an employee of a member district; and/or a director shall resign.

Any officer or director may resign at any time by giving written notice to the President or CEO. Any such resignation shall take effect at the date of the receipt of such notice or at any time specified therein.

- B. The position of a director may be declared vacant by a majority vote of the CSDA Board of Directors when a director [is unexcused and](#) fails to attend three consecutive meetings of the Board.

Section 8. Powers of Directors:

Subject to the limitations of these Bylaws, the Articles of Incorporation, and the California General Nonprofit Corporation Law, all corporate powers of the CSDA shall be exercised by or under the authority of the Board of Directors.

ARTICLE IV – DIRECTOR MEETINGS

Section 1. Place of Meetings:

Meetings of the Board of Directors shall be held in the state of California, at such places as the Board may determine.

Section 2. Ratification Meeting:

Following the election of Directors, the Board shall hold a meeting at such time and place as determined by the Board for the purpose of ratifying the newly elected directors and to transact other business of CSDA.

Section 3. Organization Meeting:

After the ratification meeting, an organizational meeting of the Board shall be held at such time and place as determined by the Board for the purpose of electing the officers of the Board of Directors and the transaction of other business of CSDA.

Section 4. Planning Session:

As directed by the Board of Directors, a special Strategic Planning Meeting shall be held to review and evaluate the plans, policies and activities related to the business interests of CSDA.

Section 5. Regular Meetings:

The dates of the regular meetings of the Board of Directors shall be ratified at the last Board meeting of the previous year. The meetings shall be held at such time and place as the Board may determine. The dates and places of the Board meetings shall be published in the CSDA's publications for the benefit of the members.

Section 6. Special Meetings:

A special meeting of the Board of Directors, for any purpose, may be called at any time by the President or by any group of ~~seven~~-10 directors [or as described in Article II, Section 6.B.](#)

Such meetings may be held at any place designated by the Board of Directors. In the event directors are unable to personally attend the special meeting, teleconferencing means will be made available.

Notice of the time and place of special meetings shall be given personally to the directors, or sent by written or electronic communication. All written notices shall be sent at least ten days prior to the special meeting and electronic notices at least five days prior.

Section 7. Quorum:

A quorum of the Board of Directors for the purpose of transacting business of the CSDA shall consist of ten directors. A majority vote among at least ten directors present at a duly noticed meeting shall constitute action of the Board of Directors.

Section 8. Board Meetings by Telephone and Electronic Communications:

Any Board meeting may be held by conference telephone, video screen communication or other electronic communications equipment. Participation in such a meeting under this Section shall constitute presence in person at the meeting if both of the following apply: (a) each Board member participating in the meeting can communicate concurrently with all other Board members; and (b) each member of the Board is provided a means of participating in all matters before the Board, including the capacity to propose or interpose an objection to a specific action to be taken by CSDA, and the capacity to vote on any proposal requiring action of the Board.

Section 98. Official Records:

All official records of the meetings of the CSDA shall be maintained at the principal business office of the CSDA.

ARTICLE V – OFFICERS

Section 1. Number and Selection:

The officers of CSDA shall be the President, Vice President, Secretary, Treasurer and the Immediate Past President. The officers shall be elected annually from the then current members of the Board of Directors without reference to ~~regions~~/networks. All officers shall be subordinate and responsible to the CSDA Board of Directors and shall serve without compensation.

Each shall hold office for the term of one year, or until resignation or disqualification.

The Board of Directors may appoint such other officers as the business of CSDA may require. Each of the appointed officers shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board of Directors may determine.

Section 2. Duties of the President:

The President shall be the chief officer of the CSDA and shall, subject to the approval of the Board of Directors, give supervision and direction to the business and affairs of CSDA.

The President shall preside at all Board of Director and membership meetings. The President shall be an ex-officio member of all Standing Committees. The President shall appoint committee chairs and vice-chairs and members of the Standing Committees, subject to confirmation by the Board of Directors.

The President shall have the general powers, duties and management usually vested in the office of the president of a corporation. The President shall have such other powers and duties as may be prescribed by these Bylaws or by the vote of the Board of Directors.

Section 3. Duties of the Vice President:

In the absence of, or disability of the President, the Vice President shall perform all of the duties of the President. When so acting, the Vice President shall have all the powers of the President, and be subject to all the restrictions upon the President.

The Vice President shall be an ex-officio member of all of the Standing Committees.

Section 4. Duties of the Secretary:

The Secretary or a designee appointed by the Board of Directors shall give notice of meetings to the Board of Directors, and notices of meetings to the members as provided by these Bylaws.

The Secretary or designee shall record and keep all motions and resolutions of the Board. A record of all meetings of the Board and of the members shall be maintained. All written records of the Secretary shall be kept at the business office of CSDA.

A list of the membership of CSDA shall be maintained by the Secretary or such designee. Such record shall contain the name, address and type of membership, of each member. The date of membership shall be recorded, and in the event the membership ceases, the date of termination.

The Secretary or designee shall perform such other duties as may be required by law, by these Bylaws, or by the Board of Directors.

Section 5. Duties of the Treasurer:

The Treasurer or a designee appointed by the Board of Directors shall keep and maintain adequate and correct accounts of the properties and the business transactions of CSDA, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any director or member of the CSDA.

The Treasurer or designee shall be responsible to cause the deposit of all moneys of the CSDA, and other valuables in the name and to the credit of CSDA, with such depositories as may be designated by the Board of Directors.

The Treasurer or designee, shall disburse, or cause to be disbursed by persons as authorized by resolution of the Board of Directors, the funds of CSDA, as ordered by the Board of Directors.

The Treasurer or designee shall serve as chair of the CSDA Fiscal Committee. The Treasurer shall render to the President and the Board of Directors an account of all financial transactions and the financial condition of CSDA at each Board meeting and on an annual basis, or upon request of the Board.

The Treasurer or designee shall, after the close of the fiscal year of CSDA, cause an annual audit of the financial condition of CSDA to be done.

The Treasurer or such designee shall perform such other duties as may be required by law, by these Bylaws, or by the Board of Directors.

Section 6. Disbursement of Funds:

No funds shall be disbursed by CSDA unless a check, draft or other evidence of such disbursement has been executed on behalf of CSDA by persons authorized by resolution of the Board of Directors.

Section 7. Removal of Officers:

Officers of the Board may be removed with or without cause at any meeting of the Board of Directors by the affirmative vote of a majority of the Board of Directors present at such meeting.

ARTICLE VI – COMMITTEES

Section 1. Committee Structure:

Each committee shall have a chair and a vice-chair who shall be directors of the Board of Directors. Each committee shall have at least two Board members and no more than nine Board members. Directors may be appointed as alternate members of a committee, in the event of an absent committee member.

Other members of any committee may include designees of regular, associate or Business Affiliate members.

Section 2. Committee Actions:

All actions of any committee of the CSDA shall be governed by and taken in accordance with the provisions of these Bylaws. All committees shall serve at the pleasure of the Board and have such authority as provided by the Board of Directors. Minutes of each committee meeting shall be kept and each committee shall present a report to the Board of Directors at each scheduled Board meeting.

No committee may take any final action on any matter that, under these Bylaws, or under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members of the CSDA.

All committees, regardless of Board resolution, are restricted from any of the following actions as imposed by the California Nonprofit Public Benefit Corporation Law

No committee may: Fill vacancies on the Board of Directors or on any committee that has authority of the Board; create any other committees of the Board or appoint the members of the committees of the Board.

No committee may fix compensation of the directors for serving on the Board or on any committee; expend corporate funds to support a nominee for director; or approve any contract or transaction to which CSDA is a party and in which one or more of its directors has a material financial interest.

No committee may amend or repeal Bylaws or adopt new Bylaws or amend or repeal any resolution of the Board that by its express terms is not subject to amendment or repeal.

Section 3. Committee Meetings:

Meetings of the committees of CSDA shall be held in accordance with the provisions of these Bylaws. The time and place for regular meetings of such committees may be determined by the Board or by such committees. Special meetings of the committees may be called by the chair of such committee, or by the Board of Directors.

[Written notice of any regular or special committee meeting may be given either personally, by first class mail, or by electronic transmission as specified in Article II, Section 6.C.2 of these Bylaws. Any committee meeting may also be held by conference telephone, video screen communication or other electronic communication equipment. Participation in such a meeting under this Section shall constitute presence in person at the committee meeting if both of the](#)

following apply: (a) each committee member participating in the meeting can communicate concurrently with all other committee members; and (b) each member of the committee is provided a means of participating in all matters before the committee, including the capacity to propose or interpose an objection to a specific action to be taken by that committee, and the capacity to vote on any proposal requiring action or recommendation by the committee.

Section 4. Standing Committees:

Standing Committees of CSDA shall be advisory in nature except for the Finance Corporation (see Section 4D). The Standing Committees are: Executive, Professional Development, Elections and Bylaw, Finance Corporation, Fiscal, Legislative, Member Services and Audit.

The President shall recommend the appointment of committee officers and members of each Standing Committee except the Executive Committee. All committee members are subject to ratification by the Board of Directors.

A. Executive Committee:

The Executive Committee shall consist of all officers of CSDA. Members shall include the President, Vice President, Secretary, Treasurer and the Immediate Past President of CSDA. If the Immediate Past President is no longer a member of the Board of Directors, a previous past president may be appointed. If there are no directors who have served as President in the past, the President shall appoint a current director to serve as a member of the Executive Committee.

Subject to these Bylaws and approval of the Board of Directors, the Executive Committee shall have full power, authority and responsibility for the operation and function of the CSDA.

B. Professional Development Committee:

The Professional Development Committee shall provide advice, feedback and general guidance for ~~plan, organize and direct~~ CSDA professional development programs and events.

C. Election and Bylaws Committee:

The Election and Bylaws Committee shall be responsible for conducting all elections for the CSDA Board of Directors as provided in these Bylaws. The Committee shall annually review the Bylaws and shall be responsible for membership vote on any bylaw changes and approval of election materials.

D. Finance Corporation Committee:

The Finance Corporation Committee shall serve as the Board of Directors of the CSDA Finance Corporation a California non-profit public benefit corporation organized to provide financial assistance to CSDA members in acquiring, constructing and financing various public facilities and equipment for the use and benefit of the public. The Finance Corporation Committee is not an advisory committee, but has all of the powers described in the CSDA Finance Corporation Bylaws, which are incorporated herein by

this reference. Such powers include the powers to manage and control the business affairs of the corporation, to approve policies for the corporation's operations, and to enter into all contracts necessary to provide financial assistance to CSDA members.

E. Fiscal Committee:

The Treasurer shall serve as the chair of the Fiscal Committee and shall, with the Committee, be responsible for oversight of all the financial transactions of the CSDA. An annual budget shall be reviewed by the committee and ratified by the Board of Directors.

F. Legislative Committee:

The Legislative Committee shall be responsible for the development of CSDA's legislative agenda. The Committee shall review, direct and assist the CSDA Advocacy and Public Affairs Department with legislative and public policy issues.

G. Member Services Committee:

~~The Member Services Committee shall be responsible for recruitment and recommendation of new members to the CSDA Board of Directors~~[The Member Services Committee shall be responsible for recruitment and retention activities as well as recommendation of new members and benefits to the CSDA Board of Directors.](#) All new members shall be ratified by the Board of Directors.

H. Audit Committee:

The Audit Committee is responsible for maintaining and updating internal controls. The Committee selects the Auditor for Board of Directors approval and provides guidance to the auditors on possible audit and fraud risks. The Committee reviews the audit and management letter and makes recommendation to the Board of Directors for action.

Section 5. Ad Hoc Committees:

The President may appoint other Ad Hoc Committees and their officers as may be determined necessary for the proper operation of the CSDA. The Standing Committees and the Ad Hoc Committees shall plan and authorize such programs as may be directed by the Board of Directors.

The Ad Hoc Committees shall be advisory in nature and shall be composed of at least two members of the Board of Directors. Other members of such committees may include designees of regular, associate or professional members, or members of the public, as approved by the Board of Directors.

Section 6. Special Committee of the Board:

A Special Committee may be granted authority of the Board as a Committee of the Board, as required by the California Nonprofit Public Benefit Corporation Law, provided by a specific resolution adopted by a majority of the Board of Directors then in office. In such case, the Special Committee shall be composed exclusively of two or more directors, but less than a quorum of the Board of Directors.

ARTICLE VII – INDEMNIFICATION

Section 1. Right of Indemnity:

To the fullest extent permitted by law, the CSDA shall defend, indemnify and hold harmless both its past and present directors, officers, employees and other persons described in Section 5238(a) of the California Corporations Code, against any and all actions, expenses, fines, judgments, claims, liabilities, settlements and other amounts reasonably incurred by them in connection with any “proceeding”, as that term is used in the Section 5238(a) of the California Corporations Code.

“Expenses”, as used in these Bylaws, shall have the same meaning as in Section 5238(a) of the California Corporations Code.

Section 2. Approval of Indemnity:

On written request to the Board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the California Corporations Code, the Board shall promptly determine under Section 5238(e) of the California Corporations code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met, and if so, the Board shall authorize indemnification.

If the Board cannot authorize indemnification because the number of directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of directors who are not parties to that proceeding, the Board shall promptly call a meeting of the members.

At the request for indemnification meeting, the members shall determine under Section 5238(e) of the California Corporations Code whether the applicable standard or conduct set forth in Section 5238(b) or Section 5238(c) has been met, and, if so, the members present at the meeting in person or by proxy shall authorize indemnification.

Section 3. Insurance:

The CSDA shall have the right to purchase and maintain insurance to the full extent permitted by law, on behalf of its officers, directors, employees, and agents, against any liability asserted against or incurred by any officer, director, employee or agent in such capacity, or arising out of the officer’s, director’s, employee’s, or agent’s status as such.

Section 4. Liability:

No member, individual, director, or staff member of the CSDA shall be personally liable to the CSDA’s creditors, or for any indebtedness or liability. Any and all creditors shall look only to the CSDA’s assets for payment.

ARTICLE VIII – ~~LOCAL CHAPTERS~~AFFILIATED CHAPTERS

Section 1. Purpose:

The purpose of ~~local~~affiliated chapters is to provide a local forum of members for the discussion, consideration and interchange of ideas concerning matters relating to the purposes and powers of special districts and the CSDA.

The ~~local~~affiliated chapters may meet to discuss issues bearing upon special districts and the CSDA. The chapters may make recommendations to the CSDA's Board of Directors.

Section 2. Organization:

The regular voting members of CSDA are encouraged to create and establish ~~local~~affiliated chapters. In order to be recognized as a CSDA Chapter, each Chapter must approve and execute a Chapter Affiliation Agreement in order to obtain the right to use the CSDA name, logo, membership mailing list, intellectual property, endorsements, and CSDA staff support and technical assistance in conducting Chapter activities. The terms and conditions of the Chapter Affiliation Agreement are incorporated herein by this reference.

Each chapter formed prior to August 1, 2011, including but not limited to the following chapters must have at least one CSDA member in their membership at all times: Alameda, Butte, Contra Costa, Kern, Marin, Monterey, Orange (ISDOC), Placer, Sacramento, San Bernardino, San Diego, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara and Ventura. Such existing chapters may include as members local organizations, districts and professionals who are not members of CSDA.

New chapters formed after August 1, 2011, are required to have 100 percent of their special district members be current members of CSDA in order to be a chapter affiliate of CSDA. Such ~~local~~ chapters may include members of local organizations and professionals who are not members of CSDA.

Local-Affiliated chapters shall be determined ~~to be affiliates of the CSDA~~ upon approval and execution of the Chapter Affiliation Agreement by the ~~local~~ chapter and approval and ratification of the Chapter Affiliation Agreement by the CSDA Board of Directors. The chapters shall be required to provide updated membership lists to the CSDA at least annually.

CSDA and its ~~local~~affiliated chapters shall not become or be deemed to be partners or joint ventures with each other by reason of the provisions of these Bylaws or the Chapter Affiliation Agreement.

Section 3. Rules, Regulations and Meetings:

Each ~~local~~affiliated chapter shall adopt such rules and regulations, meeting place and times as the membership of such ~~local~~affiliated chapter may decide by majority vote. Rules and regulations of the ~~local~~affiliated chapter shall not be inconsistent with the Articles of Incorporation or Bylaws of CSDA.

Section 4. Financing of ~~Local~~Affiliated Chapters:

No part of CSDA's funds shall be used for the operation of the ~~local-affiliate~~ chapters ~~s-affiliates~~. CSDA is not responsible for the debts, obligations, acts or omissions of the ~~local-affiliate~~ chapters.

Section 5. Legislative Program Participation:

~~Local-Affiliate~~ chapters may function as a forum in regard to federal, state and local legislative issues. The chapters may assist CSDA in the distribution of information to their members.

ARTICLE IX – AMENDMENTS TO THE BYLAWS

Section 1. Amendment Proposals:

Any regular voting member in good standing may propose changes to these Bylaws. The proposed amendments shall be reviewed by the Board of Directors and submitted to the Election and Bylaws Committee for their study.

After examination by the Election and Bylaws Committee and upon ~~resolution~~ approval by ~~of~~ the Board of Directors the amendment proposals may be submitted for vote at the Annual Business meeting of the members held by CSDA, at a specially called meeting, or by ~~a mailed~~ or electronic ballot.

Section 2. Amendment Membership Meeting:

Prior notice in writing of the proposed amendment/s to these Bylaws shall be given either by first class mail or by electronic transmission by the Board of Directors to the regular voting members in good standing, not later than 45 days in advance of the amendment meeting pursuant to the provisions of Article II, Section 6.C of these Bylaws. The electronic notice shall include copies of the proposed amendments.

Electronic copies of the proposed amendment/s shall also be available on the CSDA website for review by the regular voting members prior to the meeting. Copies of the proposed amendments shall also be available for the regular voting members at the amendment membership meeting.

The amendment membership meeting may be conducted as an electronic meeting pursuant to the provisions of Article II, Section 6.D of these Bylaws.

Section 3. ~~Mailed~~ Written Bylaw Amendment Ballot:

The Board of Directors of CSDA may submit Bylaw amendments for approval of regular voting members by mail or electronic ballot rather than by means of an amendment membership meeting.

When a ~~mailed-written~~ ballot is ~~utilized-used~~ to amend these Bylaws, the ballot shall include the text of all proposed Bylaw amendments and matters the Board of Directors intends to present for ~~action-and~~ vote by the members. Such written ballot shall contain the information specified in Article II, Section 6.F of these Bylaws and shall be ~~mailed-distributed by CSDA to all~~ regular voting members either by first class mail or by electronic transmission at least 45 days in advance of the date designated for return of the ballot. ~~The ballot shall be mailed by first class mail, not later than 45 days in advance of the date CSDA has designated for the receipt of the ballot.~~

Written ballots shall be returned either by first class mail or by electronic communication to either the principal business address of CSDA or CSDA's designated electronic format specified on the ballot prior to the close of business (5:00 pm) on the designated election date. Written ballots received either by first class mail or electronic communication after the specified date shall not be counted and will be deemed invalid. ~~The amendment ballot must be received by CSDA, no later than the established deadline date and time. Ballots received after the specified deadline will be deemed invalid~~

Section 4. Bylaw Amendment Ratification:

A. Membership Meeting:

The proposed Bylaw amendments shall be deemed adopted by the members when the number of votes cast by ~~a majority vote of all~~ regular voting members present at ~~a such~~ membership meeting meets or exceeds the required, ~~at which a~~ quorum of 25 regular voting members, and the number of votes cast approving the Bylaw amendments constitutes a majority of votes cast, i.e., 50% plus one of regular voting members casting ballots at such meeting, ~~as defined in Article 2, Section 5 of these Bylaws, of the members is present.~~

B. Mailed or Electronic Ballot:

The proposed Bylaw amendment/s shall be deemed adopted by a majority of the regular voting members by mail or electronic ballot when the provisions of Article II, Section 6.H of these Bylaws have been satisfied, ~~when ballots have been returned by a quorum of the regular voting members, and have been approved by a majority vote of the mail ballots returned.~~

EXHIBIT A



PALMDALE WATER DISTRICT BOARD MEMORANDUM

DATE: May 19, 2016 May 25, 2016
TO: BOARD OF DIRECTORS Board Meeting
FROM: Mr. Matthew Knudson, Assistant General Manager
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 6.5 - APPROVAL OF COMMUNICATIONS SITE LEASE AGREEMENT BETWEEN PALMDALE WATER DISTRICT AND VERIZON WIRELESS.***

Recommendation:

Staff and the Facilities Committee recommend that the Board:

1. Approve communication site lease agreement with Los Angeles SMSA Limited Partnership, dba Verizon Wireless (Verizon) for the purpose of a communications site at the 6 million gallon Clearwell Site located on Avenue S (APN 3010-018-908); and
2. Authorize the General Manager to execute said agreement.

Financial Impact:

The approval of said lease agreement will generate revenue in the amount of \$36,000.00 the first year of the term and will be adjusted annually by an increase of three percent (3.0%) of the rent paid during the previous year.

Background:

The District was approached by Verizon to enter into a lease agreement for the installation and operation of a communications facility at the 6 Million Gallon Clearwell and Booster Station facility, which is located on Avenue S, just west of Sierra Highway. District staff and the District's legal counsel have been working with Verizon to develop the terms and conditions for said lease agreement and a copy of said negotiated lease agreement is attached. The proposed communications facility will consist of one pole with antennas affixed to the pole and equipment enclosures that will house their electrical and controls equipment within a chainlink fence and block wall area. Verizon will have their own independent access to their equipment and will not have direct access to the District's facility.

Supporting Documents

- Proposed Communications Site Lease Agreement
- Exhibit "A" – Map showing location and terms of existing communication site leases

Strategic Plan Element

Initiative No. 4 – Sustainable and balanced rate structure

COMMUNICATIONS SITE LEASE AGREEMENT

This COMMUNICATIONS SITE LEASE AGREEMENT ("Lease Agreement") dated as of _____, is made by and between Los Angeles SMSA Limited Partnership, dba Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (herein after, "Lessee") and the Palmdale Water District with its principal offices at 2029 East Avenue Q, Palmdale, CA 93550, (hereinafter "Lessor").

RECITALS

This Lease Agreement is entered into based upon the following facts, circumstances and understandings:

A. Lessor owns certain real property legally described in Exhibit "A" attached hereto and commonly known as Assessor's Parcel Number: 3010-018-908 (collectively, "Lessor's Real Property"). Lessee desires to lease, for the operation of a wireless communication facility, a portion of Lessor's Real Property including easements described and depicted herein for Lessee's access and utilities to the leased area as depicted at Exhibit "B" attached hereto. Lessor represents and warrants that it has the authority to grant the rights set forth herein and that it has full rights of ingress to and egress from the Premises (defined below) from a public roadway.

B. Lessee desires to construct and operate a wireless communications site at the Premises. Specifically, the Lessee desires to construct a tower and install wireless communications devices onto the same.

C. Nothing herein shall affect the Lessor's ownership or control of the Lessor's Real Property or Lessor's ownership of the ground space upon which the Premises is located.

D. Pursuant to the terms and conditions set forth below, Lessor is willing to lease the Premises to Lessee for Lessee's proposed use subject to the terms and conditions of this Lease Agreement.

WHEREFORE, in consideration of the covenants and agreements contained herein, and incorporating the recitals and all exhibits hereto, the parties, intending to be legally bound, agree as follows:

1. **Grant of Lease.** Lessor hereby leases to Lessee the Premises for Lessee's proposed use, subject to the following terms and conditions for the Term provided at Section 4 being described as a thirty-eight-foot (38') by fourteen-foot, six-inch (14'6") parcel containing approximately five hundred fifty-seven (557) square feet (the "Land Space"), along with an aerial easement (the "Aerial Space") beyond the Land Space and over those portions of the Property over which the antennas and branches of the antenna structure may extend, together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twelve-foot (12') wide right-of-way extending from the nearest public right-of-way, East Avenue S, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space, Aerial Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "B" attached hereto and made a part hereof.

2. Permitted Uses. The Premises may be used by Lessee for the operation of a wireless communications site as described and depicted in the documents on file and approved by Lessor and attached hereto as Exhibit B. Under this Lease Agreement, Lessee may install, place, use and operate on the Premises such antennas, transmitting and receiving equipment, conduits, wires, batteries, back-up generators, underground utility lines and facilities, supporting structures, storage facilities, telephone facilities, microwave equipment, and related equipment (collectively "Lessee's Facilities") as necessary for the operation of Lessee's wireless communications site at the Premises. Further, Lessee may perform construction, maintenance, repairs, and replacement of Lessee's Facilities as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the Premises to accommodate Lessee's Facilities and as required for Lessee's communications operations at the Premises. Lessee shall provide prior notice to the Lessor of all activities at the Property. All of Lessee's activities at the Premises shall be subject to Lessor's prior approval, and/or Lessor's permit process, if applicable, which approval shall not be unreasonably conditioned, withheld or delayed; provided, that Lessor's consent for alterations or modifications to the Premises shall not be required in connection with alterations or modifications that consist of upgrades or replacements of "like kind" equipment which is substantially comparable in dimensions and weight, or equipment wholly contained within Lessee's equipment shelter and/or cabinets.

3. Conditions Precedent: Prior Approvals. This Lease Agreement, in accordance with the termination provisions contained in Section 13 below, is conditioned upon Lessee obtaining all governmental licenses, permits and approvals enabling Lessee to construct and operate wireless communications facilities on the Premises. Lessor agrees to cooperate with Lessee's reasonable requests for Lessor's signatures as real property owner on permit applications, for allowing site inspections by governmental agencies required in connection with reviewing permit applications, and to cooperate in obtaining such necessary approvals, provided that such cooperation shall be at no expense to Lessor.

4. Term. This Lease Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term shall be for five (5) years (the "Term") and shall commence based upon the date Lessee commences installation of the equipment on the Premises, or on the first day of third (3rd) month following the Effective Date (the "Date Certain"), whichever occurs first. In the event the date of commencing installation of equipment is determinative and such date falls between the 1st and 15th of the month, this Lease Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then this Lease Agreement shall commence on the 1st day of the following month (either of the foregoing or the Date Certain, if applicable, being the "Commencement Date"). Lessor and Lessee agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date Lessee commences installation of the equipment on the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. Lessor and Lessee acknowledge and agree that initial rental payment(s) shall not actually be sent by Lessee until sixty (60) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. Lessee shall have the right to extend the Term of this Lease Agreement for four (4) additional terms of five (5) years each (each a "Renewal Term"). The terms and conditions for each Renewal Term shall be pursuant to the same terms and conditions as set forth in this Lease Agreement, except that the Rent (defined below) shall be increased as set forth herein below. This Lease Agreement shall automatically be extended for each successive five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease Agreement at least thirty (30) days prior to the expiration of the Term or any Renewal Term or by Lessor as provided in Section 13 below.

5. Rent.

(a) **Payment.** Commencing on the Commencement Date, Lessee shall pay Lessor, as rent, the sum of Three Thousand and 00/100 Dollars (\$3,000.00) ("Rent") per month through the date on which Lessee removes Lessee's Facilities following expiration or earlier termination of this Lease Agreement. Rent shall be payable to the "Palmdale Water District" on the first day of each month, in advance, to Lessor or Lessor's alternate payee (upon at least thirty (30) days' notice to Lessee) specified in Section 22, Notices and Deliveries, mailed to the attention of the "General Manager."

(b) **Escalation.** On each annual anniversary of the Commencement Date during the Term and any Renewal Terms exercised, Rent shall automatically increase by three percent (3%) of the then current rental rate.

(c) **Payment for Legal Review.** Lessee shall pay Lessor a one-time lump sum payment in the amount of Five Thousand Dollars (\$5,000.00) within forty-five (45) days following the Effective Date to reimburse Lessor for legal review costs.

(d) **Security Instrument.** Prior to conducting any testing (as detailed in Section 6 below), Lessee shall submit to the Lessor and maintain current a security instrument, either in the form of a letter of credit, bond or deposit, which the Lessor may use to cover any costs incurred for repairs to Lessor property, any default under this Lease Agreement, removal in the event of abandonment or any other costs incurred as a result of bringing the Premises into compliance with any law. Said security instrument shall be in the amount of Three Thousand Dollars (\$3,000.00).

6. Due Diligence Contingency and Pre-Commencement Date Access to Premises. Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease Agreement and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections, taking measurements and conducting engineering surveys (and soil tests where applicable) and other reasonably necessary tests to determine the suitability of the Premises for Lessee's Facilities ("Due Diligence"), and for the purpose of preparing the Premises for the installation or construction of Lessee's Facilities. During any Due Diligence activities or pre-construction work, Lessee shall have insurance which covers such activities as set forth in Section 16 below, **Insurance.** Lessee will notify Lessor and obtain prior approval, which approval shall not be unreasonably withheld, conditioned or delayed, of any proposed tests, measurements or pre-construction work and will coordinate the scheduling of such activities with Lessor. Lessee shall be liable for any and all damage to Lessor's Real Property caused by any Due Diligence or pre-construction activities. Said liability and the indemnification provision in Section 20 below, shall survive the termination of this Lease Agreement. If in the course of its Due Diligence, Lessee determines that the Premises are unsuitable for Lessee's contemplated use, then Lessee shall have the right to terminate this Lease Agreement prior to the Commencement Date by delivery of written notice thereof to Lessor as set forth in Section 13 below, **Termination.**

7. Access to Premises.

(a) Lessee shall install and maintain its own independent access roadway extending from the nearest public roadway to the Premises in a manner sufficient to allow for Lessee's access to the Premises which does not unreasonably interfere with the Lessor's activities. Lessee shall be responsible for repairing any damage to such access roadway constructed by Lessee at Lessee's sole expense, to the extent such damage is caused by Lessee's use of such access roadway.

(b) Throughout the Term and any Renewal Term of this Lease Agreement, after prior telephonic notice to Lessor, Lessee shall have the right of access without escort to the Premises for its employees,

contractors and agents during the hours of 8:00 am to 5:00 pm Monday through Friday at no additional charge to Lessee. In the event that Lessee seeks to access the Premises at any other time, Lessee shall obtain prior written approval from Lessor, which approval shall not be unreasonably delayed, withheld or conditioned. In accessing the Premises, Lessee agrees to cooperate with any reasonable security procedures utilized by Lessor at Lessor's Real Property, provided Lessee receives prior written notice of the same, and further agrees not to unreasonably disturb or interfere with the surrounding properties or other activities of Lessor or of other tenants or occupants of Lessor's Real Property. Notwithstanding the foregoing, in the event of an emergency, Lessee shall be permitted to access the Premises at any hour, without an escort, as long as reasonably necessary to cure such emergency, and Lessee shall provide notice to Lessor as soon as reasonably possible thereafter.

8. Lessee's Work, Maintenance and Repairs.

(a) Construction. Lessee shall only conduct work in conformance with the Lessor approved plans (attached hereto as Exhibit "B"). Lessee shall be liable for any and all damage to Lessor's Real Property caused by any construction activities. Said liability and the indemnification provision in Section 20 below, shall survive the termination of this Lease Agreement.

(i) Schedule and Notice. In connection with the initial installation of Lessee's Facilities, Lessee will notify Lessor and obtain prior approval of any proposed tests, measurements or construction work and will coordinate the scheduling of such activities with Lessor. Lessee shall submit to Lessor an accurate construction schedule for work, construction, pre-construction or Due Diligence activities. In the event that Lessee seeks to deviate from said schedule for the installation of Lessee's Facilities, Lessee shall notify Lessor at least forty-eight (48) hours in advance and coordinate activities with Lessor's staff if necessary.

(ii) Cost. All of Lessee's construction and installation work at the Premises shall be performed at Lessee's sole cost and expense. Lessee shall pay Lessor a one-time lump sum payment in the amount of Three Thousand Dollars (\$3,000) within within forty-five (45) days following the Effective Date to reimburse Lessor for the reasonable cost associated with Lessor's required and conducted construction inspections related to Lessee's initial installation of the Lessee's Facilities. Lessee shall pay Lessor a one-time lump sum payment in the amount of Three Thousand Dollars (\$3,000) within within forty-five (45) days following the Effective Date to reimburse Lessor for all reasonable costs, including overtime wages, related to staff and similar resources expended by Lessor to facilitate Lessee's initial construction, pre-construction or Due Diligence activities.

(b) Maintenance and Repairs. Lessee shall maintain Lessee's Facilities and the Premises in a neat and safe condition in compliance with all applicable codes and governmental regulations. In the event that Lessee's Facilities fall into disrepair, Lessee shall repair or take other required actions within thirty (30) days of written notice from Lessor. Other than the repairs required herein, Lessee shall not be required to make any repairs to the Premises except for damage to the Lessor's Real Property caused by Lessee, its employees, agents, contractors or subcontractors. Upon the expiration, cancellation or termination of this Lease Agreement, Lessee shall surrender the Premises in good condition, less ordinary wear and tear; however, Lessee shall not be required to remove any foundation supports below three (3) feet under grade for Lessee's Facilities or conduits which have been installed by Lessee.

9. Title to Lessee's Facilities. Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee. All of Lessee's Facilities shall remain the property of Lessee and are not fixtures and the Premises shall remain the property of the Lessor. Lessee has the right, after notice to the Lessor, to remove all of Lessee's Facilities at its sole expense on or before the expiration or

within sixty (60) days after the termination of this Lease Agreement. Lessor acknowledges that Lessee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Lessee's Facilities (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Lessee's Facilities; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, whether arising at law or otherwise, including, but not limited to any statutory landlord's lien; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. Utilities. Lessee shall install its own connection and meter with all applicable utilities, at Lessee's sole expense, and may improve the present utilities on the Premises in conformance with the Lessor approved plans (attached hereto as Exhibit "B") and subject to Lessor's prior approval (including any applicable permit process), which approval shall not be unreasonably withheld, conditioned or delayed. Lessee shall have the right to place utilities on (or to bring utilities under) Lessor's Real Property in order to service the Premises and Lessee's Facilities. Upon Lessee's request, Lessor shall execute recordable easement(s) regarding the same. Said easements shall terminate upon termination or expiration of this Lease Agreement. Lessee acknowledges that all utility lines shall be installed underground. Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facilities. Lessee shall pay the cost of utility service provided to the Premises and attributable to Lessee's use.

11. Interference with Communications. Lessee's Facilities and operations shall not interfere with the communications configurations, frequencies or operating equipment which exist on Lessor's Real Property on the Commencement Date of this Lease Agreement ("Pre-existing Facilities"), and Lessee's Facilities and operations shall comply with all non-interference rules of the Federal Communications Commission ("FCC"). Upon written notice from Lessor of apparent interference by Lessee with Pre-existing Facilities, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing or demonstrating to Lessor with competent information that the apparent interference in fact is not caused by Lessee's Facilities or operations. Lessor shall not, nor shall Lessor permit any other tenant or occupant of any portion of Lessor's Real Property to, engage in any activities or operations which interfere with the communications operations of Lessee described in Section 2, above. Upon written notice from Lessee of apparent interference by Lessor or its agents with Lessee's Facilities, Lessor shall have the responsibility to promptly notify the offending party and request termination of such interference or demonstrate to Lessee with competent information that the apparent interference in fact is not caused by Lessor's or its agents' facilities or operations. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury, and therefore shall have the right to bring a court action to enjoin such interference or to terminate this Lease Agreement upon notice. Lessor and Lessee agree to incorporate equivalent provisions regarding non-interference with Pre-existing Facilities into any subsequent leases, licenses or rental agreements with other persons or entities for any portions of Lessor's Real Property.

12. Taxes. Lessee shall pay when due personal property taxes assessed against Lessee's Facilities, and Lessor shall pay when due all real property taxes and all other taxes, fees and assessments attributable to the Premises.

13. Termination. This Lease Agreement may be terminated by Lessee effective immediately by delivery of written notice thereof to Lessor prior to the Commencement Date for any

reason resulting from Lessee's Due Diligence, or if a title report obtained by Lessee for Lessor's Real Property shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises for Lessee's intended use. This Lease Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default; (ii) by Lessee if it does not obtain licenses, permits or other approvals necessary to the construction or operation of Lessee's Facilities ("Permits"), (iii) by Lessee if it is unable to obtain such Permits without conditions which are not standard or typical for premises where wireless communications facilities are located or is unable to maintain such licenses, permits or approvals despite reasonable efforts to do so; (iv) by Lessee if Lessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of frequencies; or (iv) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including, without limitation, signal strength or interference. Other than as stated herein, Lessor shall not have the right to terminate, revoke or cancel this Lease Agreement. Upon termination, Lessee must remove Lessee's Facilities within sixty (60) days after the termination date. Lessee shall be liable for any and all damage caused by the removal of Lessee's Facilities. In the event that the Lessee fails to remove Lessee's Facilities within such sixty (60) days, Lessor may remove Lessee's Facilities and charge Lessee for the costs or utilize the security instrument on file per Section 5(d) above.

14. Destruction of or Change to Premises. If the Premises or Lessor's Real Property is destroyed or damaged through no fault of Lessee's and an independent third-party report demonstrates or evidences that such destruction and/or damage to the Premises or Lessor's Real Property hinders the effective use by Lessee of Lessee's Facilities for the ongoing operation of a wireless communications site, Lessee may elect to terminate this Lease Agreement by so notifying Lessor no more than thirty (30) days following the date of damage or destruction. Said termination shall be effective as of thirty (30) days following receipt of written notice by Lessor from Lessee. In such event, Lessee shall provide in its notice to Lessor a third-party report, which supports Lessee's determination that its effective use of the Premises is hindered due to the said destruction or damage. Further, all rights and obligations of the parties which do not survive the termination of this Lease Agreement shall cease thirty (30) days after receipt of such written notice by Lessor.

15. Condemnation. If a condemning authority takes all of Lessor's Real Property, or a portion which in Lessee's reasonable opinion is sufficient to render the Premises unsuitable for Lessee's ongoing operation of a wireless communications site, then this Lease Agreement shall terminate without further liability of Lessee as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation recoverable under applicable condemnation law. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

16. Insurance. Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury (including death) and for damage or destruction to property and One Million Dollars (\$1,000,000) general aggregate, (2) Automobile Liability for bodily injury and property damage with a combined single limit of One Million Dollars (\$1,000,000.00) per accident, (3) Workers Compensation as required by law, and (4) Employer's Liability with limits of One Million Dollars (\$1,000,000.00) each accident/disease/policy limit. Lessor shall be included as an additional insured as their interest may appear under this Lease Agreement in Lessee's Commercial General Liability and Automobile Liability insurance policies. Lessor, at Lessor's sole cost and expense, shall procure and maintain on the Lessor's Real Property, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars

(\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor's use, occupancy and maintenance of the Lessor's Real Property. Each party waives any rights of recovery against the other for injury or loss due to hazards covered by their property insurance.

17. Assignments or Transfers. After written notice to Lessee, Lessor may assign or transfer this Lease Agreement to any person or entity without any requirement for prior approval by Lessee, provided that such assignee or transferee agrees in writing to fulfill the duties and obligations of the Lessor in said Lease Agreement, including the obligation to respect Lessee's rights to nondisturbance and quiet enjoyment of the Premises during the remainder of the Term and any Renewal Term hereof. After written notice to Lessor, Lessee may assign or transfer this Lease Agreement without prior approval by Lessor to any of Lessee's partners, shareholders, members, subsidiaries, or affiliates, to any entity in which Lessee or any of its affiliates holds an ownership interest, or to a person or entity acquiring by purchase, merger or operation of law a majority of the value of the assets of Lessee or to any entity whose business is the ownership of telecommunication towers. Lessee shall not assign or transfer this Lease Agreement to any other person or entity without the prior written approval of Lessor, which approval shall not be unreasonably withheld or conditioned. Lessee may assign or transfer this Lease Agreement upon written notice to Lessor provided that any such assignee assumes all of Lessee's obligations hereunder. Notwithstanding anything to the contrary contained in this Lease Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

18. Subleases. Lessee, subject to Lessor's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, can license or sublease all or a portion of the Premises and the Lessee's Facilities to others whose business includes the provision of wireless communication services. Lessee's licensee(s) and sublessee(s), subject to Lessor's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, shall be entitled to modify the Lessee's Facilities and to erect additional improvements on the Premises including but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Premises by said licensee(s) and sublessee(s). Lessee's licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Premises and the right to install utilities on the Premises as if said licensee or sublessee were the Lessee under this Lease Agreement. Prior to the effective or commencement date of any sublease agreement between Lessee and its sublessee, the sublessee shall obtain the prior written consent of the Lessor; such consent from Lessor shall not be unreasonably withheld, conditioned or delayed.

19. Nondisturbance and Quiet Enjoyment; Subordination; Estoppel Certificates.

(a) So long as Lessee or Lessor is not in default under this Lease Agreement, Lessee and Lessor shall be entitled to quiet enjoyment of the Premises during the Term of this Lease Agreement or any Renewal Term, and Lessee or Lessor shall not be disturbed in its occupancy and use of the Premises.

(b) This Lease Agreement shall be subordinate to each and every deed of trust, mortgage or other security instrument which may now or hereafter affect Lessor's Real Property and to any renewals, extensions, supplements, amendments or modifications thereof. In confirmation of such subordination, Lessee shall execute and deliver promptly any certificate of subordination that Lessor may reasonably request, provided that such certificate acknowledges that this Lease Agreement remains in full

force and effect, recognizes Lessee's right to nondisturbance and quiet enjoyment of the Premises so long as Lessee is not in default under this Lease Agreement, only contains true and accurate statements and Lessee's liability shall be capped at the remaining rent under this Lease Agreement. If any mortgagee or lender succeeds to Lessor's interest in Lessor's Real Property through a foreclosure proceeding or by a deed in lieu of foreclosure, Lessee shall attorn to and recognize such successor as Lessor under this Lease Agreement.

(c) At any time upon not less than thirty (30) days' prior written notice by Lessor, Lessee shall execute, acknowledge and deliver to Lessor or any other party specified by Lessor a statement in writing certifying that this Lease Agreement is in full force and effect, if true, and the status of any continuing defaults under this Lease Agreement.

20. Indemnification.

(a) Lessee hereby agrees to indemnify and hold Lessor and Lessor's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) and injuries (including personal injuries or death) arising from or in connection with Lessee's use, operation, maintenance or repair of Lessee's Facilities at the Premises or access over Lessor's Real Property, Due Diligence activities, pre-construction activities, or Lessee's shared use of Lessor's easements for access to the Premises, except those resulting from the sole negligence or willful misconduct of Lessor or Lessor's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors.

(b) Lessor hereby agrees to indemnify and hold Lessee and Lessee's employees, agents, contractors or subcontractors harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) and injuries (including personal injuries or death) arising from or in connection with Lessor's use of Lessor's Real Property or access over Lessor's Real Property, except those resulting from the negligence or willful misconduct of Lessee or Lessee's employees, agents, contractors or subcontractors.

(c) **Survival of Indemnity Provisions.** The indemnity provisions of this section shall survive the termination, cancellation or expiration of this Lease Agreement.

21. Hazardous Materials. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Lessor's Real Property. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within Lessor's Real Property, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within Lessor's Real Property in violation of applicable laws. Each party agrees to defend, indemnify and hold harmless the other party and its respective partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean any petroleum, petroleum product, asbestos, or any substance known by the state in which Lessor's Real Property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Lease Agreement. This section shall not apply to the use of a diesel powered generator used in cases of emergencies.

22. Notices and Deliveries. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight delivery service to the address of the respective parties set forth below:

Lessor: Palmdale Water District
2029 East Avenue Q
Palmdale, California 93550
Attn: Matthew Knudson
Telephone: (661)947-4111
Facsimile: (661) 947-8604
Federal Taxpayer ID Number: 95-6004540

Lessee: Los Angeles SMSA Limited Partnership,
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
Site: Essierra

With a copy to: Eric Dunn
General Counsel to the Palmdale Water District
2361 Rosecrans Ave., Suite 475
El Segundo, CA 90245

Lessor or Lessee may from time to time designate any other address for notices or deliveries by written notice to the other party.

23. Relocation of Lessee's Facilities. Subject to the other provisions of this Lease Agreement, in the event Lessor desires to redevelop, modify, remodel or in any way alter Lessor's Real Property and/or any improvements thereon ("Redevelopment"), Lessor shall in good faith use its best efforts to fully accommodate Lessee's continuing use of the Premises. Should any proposed Redevelopment necessitate the relocation of the Premises or Lessee's Facilities, and / or any alterations to Lessee's Facilities, Lessee shall relocate or make the necessary alternations, at Lessee's sole cost, expense and risk; provided however that Lessor has provided Lessee with no less than twelve (12) months prior written notice of Lessor's proposed Redevelopment and that Lessee's service will not be interrupted during such Redevelopment or relocation and Lessee shall be allowed to place a temporary facility on Lessor's Real Property during such relocation. If Lessee, in its sole discretion, can not relocate to a location on Lessor's Real Property which is technologically and operationally feasible, Lessee may terminate this Lease Agreement with thirty (30) days written notice to Lessor. Lessor shall only be entitled to require Lessee to relocate Lessee's Facilities as set forth above after the expiration of the first (1st) Renewal Term. Lessee shall not be required to relocate, at Lessee's expense, more than one (1) time during any Renewal Terms exercised during this Lease Agreement. In the event that the Lessor requires that Lessee's Facilities be relocated more than one (1) time during any Renewal Term, said relocation shall be at Lessor's expense.

24. Miscellaneous.

(a) **Severability.** If any provision of the Lease Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Lease Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, each provision of this Lease Agreement shall be valid and

enforceable to the fullest extent permitted by law, and the parties shall negotiate in good faith to amend this Lease Agreement to retain the economic effect of the invalid or unenforceable provisions.

(b) **Binding Effect.** Each party represents and warrants that said party has full power and authority, and the person(s) executing this Lease Agreement have full power and authority, to execute and deliver this Lease Agreement, and that this Lease Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditor's rights generally and by general equitable principles (whether enforcement is sought in proceedings in equity or at law). This Lease Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) **Waivers.** No provision of this Lease Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this Lease Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Lease Agreement.

(d) **Governing Law.** This Lease Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) **Attorneys' Fees and Costs.** The prevailing party in any legal action arising hereunder shall be entitled to its reasonable attorneys' fees and court costs.

(f) **Survival.** Terms and conditions of this Lease Agreement which by their sense and context survive the termination, cancellation or expiration of this Lease Agreement will so survive.

(g) **Memorandum of Lease.** Lessor acknowledges that a Memorandum of Agreement substantially in the form annexed hereto as Exhibit C will be recorded by Lessee in the Official Records of the County where the Premises are located.

(h) **Entire Agreement; Amendments.** This Lease Agreement constitutes the entire agreement and understanding between the parties regarding Lessee's lease of the Premises and supersedes all prior and contemporaneous offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease Agreement must be in writing and executed by duly authorized representatives of both parties.

(i) **No Presumptions Regarding Preparation of Lease Agreement.** The parties acknowledge and agree that each of the parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this Lease Agreement. Accordingly it is the intention and agreement of the parties that the language, terms and conditions of this Lease Agreement are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this Lease Agreement.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed by their duly authorized representatives on the dates set forth below and acknowledge that this Lease Agreement is effective as of full execution.

LESSOR:

Palmdale Water District

ATTEST:

OWNER:

By: _____
District Clerk

By: _____
District General Manager

Dated: _____
SEAL

APPROVED AS TO FORM:

By: _____
General Counsel

LESSEE:

**Los Angeles SMSA Limited Partnership,
dba Verizon Wireless**

**By: AirTouch Cellular
Its: General Partner**

By: _____
(Signature)

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

DESCRIPTION OF LESSOR'S REAL PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 12 WEST, S.B.M., IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID 200 FOOT RIGHT OF WAY WITH A LINE THAT IS PARALLEL WITH THE SOUTHERLY LINE OF SAID SECTION 35, AND DISTANT NORTHERLY THEREFROM 40.00 FEET, MEASURED AT RIGHT ANGLES; THENCE ALONG SAID PARALLEL LINE, SOUTH 89 DEG. 47' 20" WEST, 456.61 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 10 DEG. 00' 00" EAST, 260.00 FEET; THENCE SOUTH 87 DEG. 00' 00" EAST, 225.00 FOOT: THENCE EAST 147.00 FEET TO THE WESTERLY LINE OF SAID RIGHT OF WAY; THENCE SOUTHERLY ALONG SAID WESTERLY LINE TO THE SOUTHERLY LINE OF SAID SECTION 35; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89 DEG. 47' 20" WEST, TO A LINE WHICH BEARS SOUTH 0 DEG. 12' 40" EAST FROM THE TRUE POINT OF BEGINNING;

THENCE NORTH 0 DEG. 12' 40" WEST, 40.00 FEET TO THE TRUE POINT OF BEGINNING. LESS AND EXCEPT ANY PORTION WITHIN AVENUE S OR 6TH STREET AS THESE ROADS EXISTED FEBRUARY 20, 2000.

NOTE: THE ABOVE DESCRIPTION IS FOR IDENTIFICATION PURPOSES ONLY AND HAS BEEN PROVIDED FOR THE ACCOMMODATION OF THIS REPORT. SAID DESCRIPTION IS NOT INSURABLE PURSUANT TO THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND SHOULD NOT BE RELIED UPON TO CONVEY OR ENCUMBER SAID LAND.

APN: 3010-018-908

EXHIBIT B

DESCRIPTION OF PREMISES

This Lease Agreement dated _____, 20__, is by and between Palmdale Water District as Lessor, and Los Angeles SMSA Limited Partnership, dba Verizon Wireless, as Lessee.

The Premises consist of those specific areas described/shown below or attached where Lessee's communications antennae, equipment and cables occupy Lessor's Real Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown, are approximate only and may be adjusted or changed by Lessee, subject to Lessor's approval, at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Lessor's Real Property.

[Drawing Identified As "_____" dated ____ and numbered with numbered pages of ____]

(A final drawing or copy of a property survey or site plan depicting the above shall be included in this Exhibit B when initialed by Lessor or Lessor's designated agent and may be modified from time to time when initialed by both Lessor and Lessee.)

EXHIBIT C
MEMORANDUM OF AGREEMENT

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

McGuireWoods LLP
1800 Century Park East, 8th Floor
Los Angeles, CA 90067
Attn: Charlotte K. Pashley, Esq.

(Space above this line for Recorder's use.)

DTT= \$0, Term less than 35 years

MEMORANDUM OF COMMUNICATIONS SITE LEASE AGREEMENT

This Memorandum of Communications Site Lease Agreement is entered into on this ____ day of _____, _____, by and between Palmdale Water District, with an office at 2029 East Avenue Q, Palmdale, CA 93550 (hereinafter referred to as "Lessor"), and Los Angeles SMSA Limited Partnership, dba Verizon Wireless, with its principal offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement ["Agreement"] on the ____ day of _____, _____, whereby Lessee will lease a portion of the real property known as Assessor's Parcel Numbers: 3010-018-908 and 3010-018-903, located in Palmdale, California, and legally described in Exhibit "A" attached hereto and made a part hereof, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on the date set forth in the Agreement ("Commencement Date") and terminating on the fifth (5th) anniversary of the Commencement Date, with four (4) successive five (5) year options to renew unless terminated earlier pursuant to the Agreement.
3. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LESSOR:

Palmdale Water District

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

Los Angeles SMSA Limited Partnership,
dba Verizon Wireless

By: AirTouch Cellular, Its: General Partner

By: _____
Name: _____
Title: _____
Date: _____

LESSOR ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)

)

COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Notary Public

(Seal)

LESSEE ACKNOWLEDGMENT

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

State of California)

)

County of Orange)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

EXHIBIT “A”

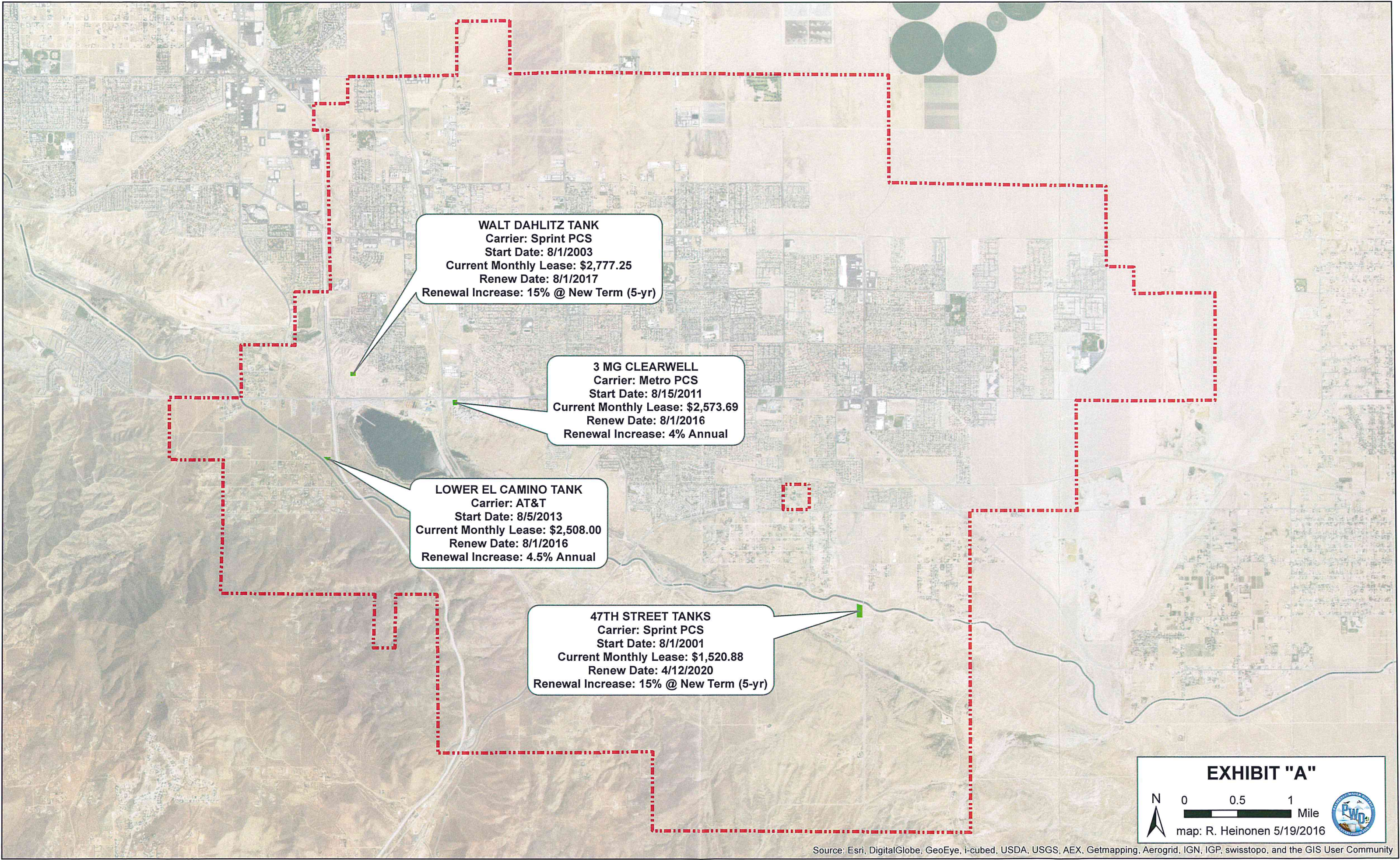


EXHIBIT "A" - PWD CURRENT CELLULAR LEASE SITES

**PALMDALE WATER DISTRICT
BOARD MEMORANDUM**

DATE: May 18, 2016 **May 25, 2016**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Jim Stanton, Information Technology Manager
VIA: Mr. Matt Knudson, Assistant General Manager
Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 6.6 – APPROVAL OF SCANNER/PLOTTER PURCHASES.***

Recommendation:

Staff and the Facilities Committee recommend the Board approve the purchase of five (5) hi-speed document scanners from Insight for a total cost not-to-exceed twenty-thousand one-hundred two dollars (\$20,102) and the purchase of one (1) large format, multi-purpose plotter/scanner from Source Graphics for a total cost not-to-exceed twenty-seven-thousand dollars (\$27,000). This is a budgeted item of fifty-thousand dollars (\$50,000).

Alternative Options:

The alternative is to continue using the existing scanners. This will result in the Document Imaging Project falling further behind due to scanner outages and breakage and could result in the abandonment of this project. Increased loss of staff time waiting on the existing plotter/scanner and manually adjusting and aligning large documents for scanning.

Impact of Taking No Action:

District staff will continue to endure the breakages and outages with the possible ultimate abandonment of the project. If abandoned, the District will revert to relying on paper documents, resulting in increased costs storage and maintenance costs. The District will continue to see a loss of productive man-hours while staff wait and adjust the plotter/scanner.

Background:

Palmdale Water District owns four (4) hi-speed document scanners which are currently used by both Administration and Customer Care staff and one (1) Plotter/Scanner used by Engineering staff. These scanners have passed their expected useful life. Staff are seeing increased cases of breakage and outages lasting longer to repair due to the age and high usage of these devices.

Staff propose the purchase of three (3) Panasonic KV-S5046h desktop hi-speed scanners, two (2) Panasonic KV-S7075c hi-speed flatbed scanners, and one (1) Canon Oce` Colorwave 500 large format, multi-purpose plotter/scanner. These scanners will be used to support the District's document imaging and Engineering programs.

Strategic Plan Initiative:

This work is part of Strategic Initiative No. 3 – Systems Efficiency.

Budget:

This is under Budget Item Equipment Replacement Hi-Speed Scanners.

Supporting Documents:

- Insight Proposal
- Panasonic KV-S5046h Brochure
- Panasonic KV-S7075c Brochure
- Source Graphics Quote
- Canon Oce Colorwave 500 brochure
- CDW-G Quote
- SHI Quote

SOLD-TO PARTY 10334021

PALMDALE WATER DISTRICT
2029 E AVENUE Q
PALMDALE CA 93550-4038

SHIP-TO PARTY

PALMDALE WATER DISTRICT
2029 E AVENUE Q
PALMDALE CA 93550-4038

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Quotation

Quotation Number : 217850333
Document Date : 04-MAY-2016
PO Number :
PO Release :
Sales Rep : Christopher Letsinger
Email : CHRISTOPHER.LETSINGER@INSIGHT.C
Telephone : 8004674448 X 5820

Material	Material Description	Quantity	Unit Price	Extended Price
KV-S5046H	Panasonic KV-S5046H - Document scanner - Duplex - 11.7 in x 17 in - 600 dpi - up to 80 ppm (mono) / up to 80 ppm (color) - ADF (30 sheets) - USB 3.0 OPEN MARKET	3	2,890.49	8,671.47
KV-S7075C	Panasonic KV S7075C - Document scanner - Duplex - Ledger - 600 dpi x 600 dpi - up to 95 ppm (mono) / up to 95 ppm (color) - ADF (2 00 sheets) - up to 15000 scans per day - USB 2.0 OPEN MARKET	2	4,820.35	9,640.70
Product Subtotal				18,312.17
Freight				141.10
TAX				1,648.10
Total				20,101.37

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

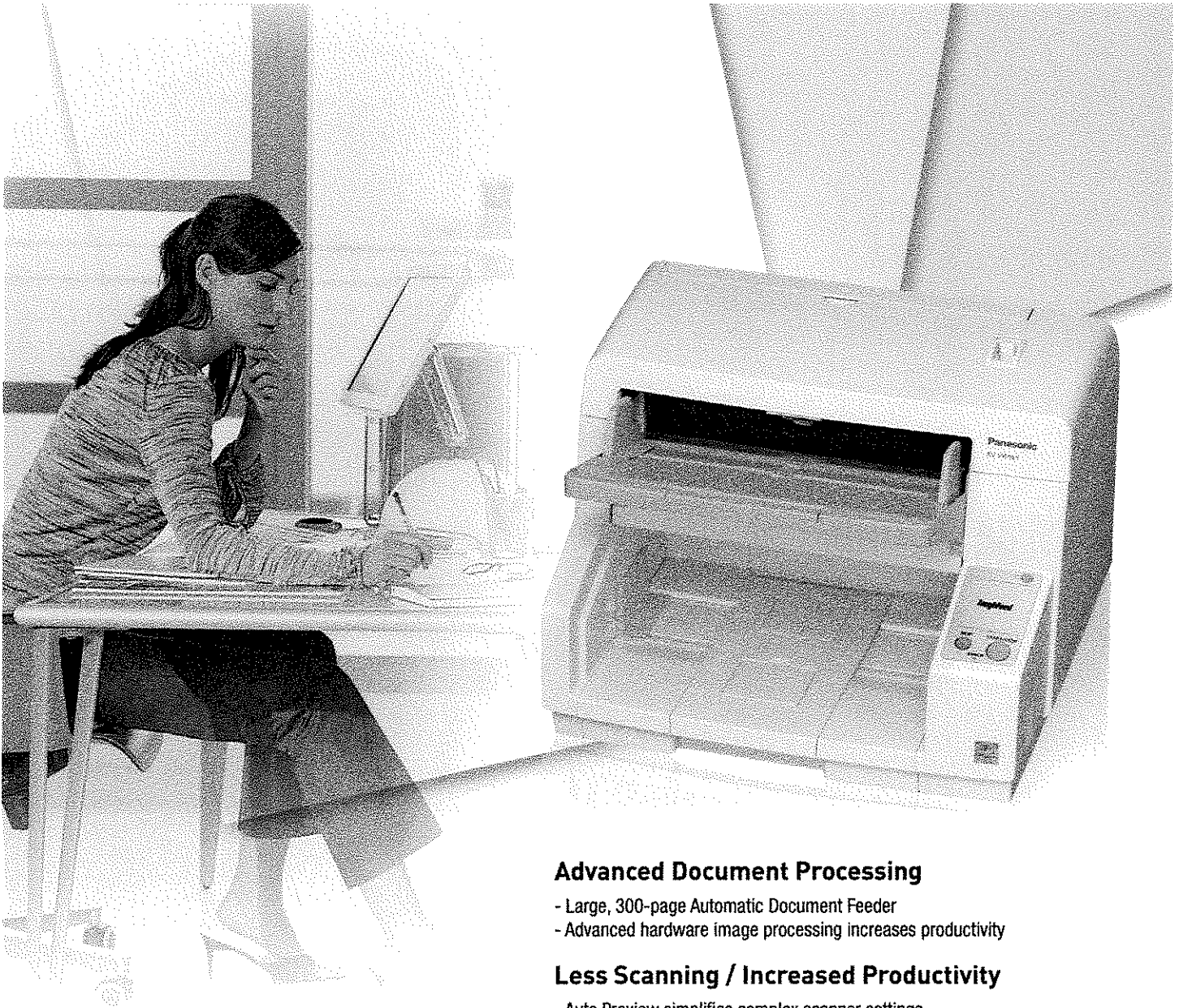
Christopher Letsinger
8004674448 X 5820
CHRISTOPHER.LETSINGER@INSIGHT.COM
Fax 4807608104

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at: https://www.ips.insight.com/en_US/help/product-returns-terms-and-conditions.html

Panasonic

Document Scanner
KV-S5046H



80 ppm / 160 ipm
(A4, Landscape, 200/300 dpi)

ToughFeed

Advanced Document Processing

- Large, 300-page Automatic Document Feeder
- Advanced hardware image processing increases productivity

Less Scanning / Increased Productivity

- Auto Preview simplifies complex scanner settings
- Auto Rescan replaces unwanted images with a single click
- Notification Function automatically detects problems with scanned images

Panasonic Unique Technologies

- Automatic Glass Cleaning
- Hardware Image Processing
- Auto Preview / Auto Rescan

Quick, Accurate, Smart Ideal for Large-Volume Text-to-Data Conversion

The fast 80-ppm* scanning and 300-page Automatic Document Feeder are ideal for both large-volume scanning and dispersed input. ToughFeed, Panasonic's unique paper feed mechanism also help to minimise damage to important documents and ensures more precise feeding. And three labor-saving functions boost work efficiency by letting the user easily obtain optimal images.

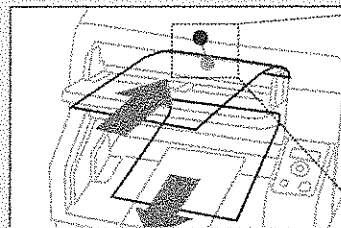
* At, Landscape, 253/393 dpi, Binary/Colour.



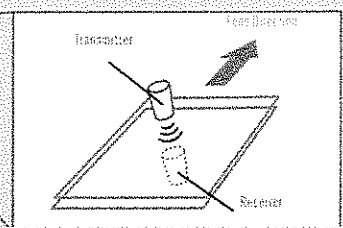
Innovative Paper Feed Mechanism

Ultrasonic Double-Feed Detection Accurate Scanning

The KV-S5046H is equipped with an ultrasonic sensor, which accurately detects double-feeding even when scanning documents of various thicknesses. When detected, the ultrasonic sensor prevents double-feeding by immediately stopping the scanning process.



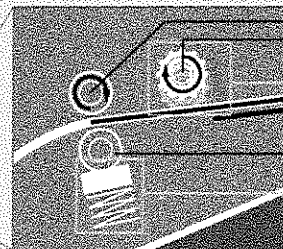
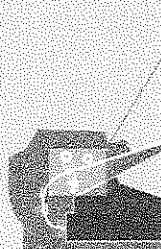
The sensor detects double-feeding and stops the scanner immediately.



The high-performance sensor catches even subtle changes.

Superior Roller Mechanisms Precise Feeding

The paper feed rollers separate from the paper each time a sheet is fed, so the tendency to double-feed caused by the paper feed roller pressure is reduced, even when feeding paper of different thicknesses. Any paper sliding is also detected and the double feed prevention roller pressure is adjusted to prevent the paper from slipping and jamming.

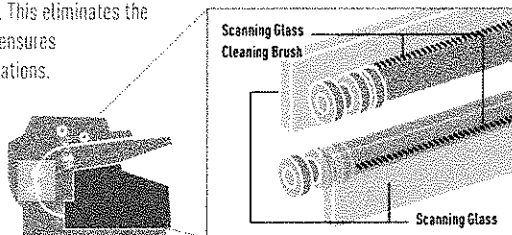


The paper feed roller separates from the paper each time a sheet is fed.

When paper sliding is detected, the double feed prevention roller pressure is increased.

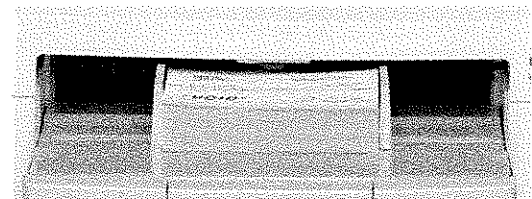
Scanning Glass Cleaning Brush

The brush directly cleans the scanning glass to further prevent paper dust. This eliminates the need for maintenance and ensures comfortable scanning operations.



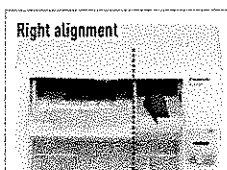
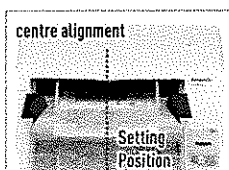
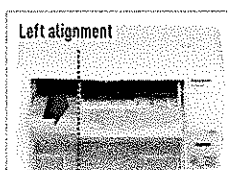
High-Volume ADF

The ADF (Automatic Document Feeder) holds up to 300 sheets of paper to allow continuous scanning of large document runs.



Mixed Document Feeding

Documents with different sizes and thicknesses can all be fed together. They can be set in centre, left, or right alignment. By using left or right single-side alignment, there is no more need to spend time organising documents according to their size, so scanning is fast and easy.



Long Paper Mode

The highly reliable paper feed mechanism quickly and stably scans long documents. This function boosts work efficiency by smoothly scanning long documents like continuous business forms or electrocardiograms.

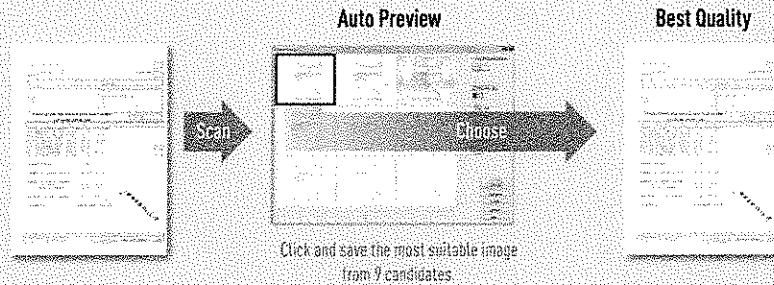


Three Labor-Saving Functions for Better Work Efficiency

Auto Preview

- No More Need for Troublesome Scan Settings

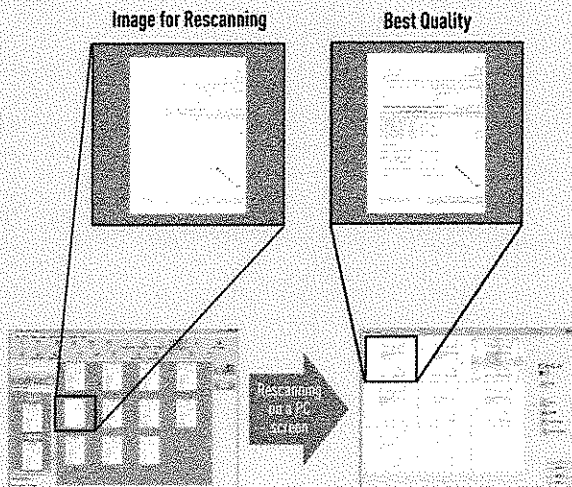
Auto Preview automatically adjusts scanned data, produces nine candidate types, and shows them in a list format. The user can select the most suitable image with a single click, and make further adjustments if desired. This eliminates the time and trouble of trial-and-error operation, and quickly and easily produces electronic documents that are clearly legible and uniform.



Auto Rescan

- Efficient Rescanning of Various Originals

When the scanned image is poor, using Auto Rescan, you can adjust the image on a PC screen without rescanning the original document. This saves both time and trouble.



Notification Functions

- Detection of troublesome problem

Images uses four notification functions to save work. Icons for all four are displayed on-screen for speedy confirmation and additional setting.

Binary / Colour Notification

When the amount of coloured space is close to the Automatic Binary / Colour Distinction judgment value.

Binary Image Notification

When there is another recommended setting.

Blank Image Notification

When the amount of blank space is close to the Blank Page Removal judgment value.

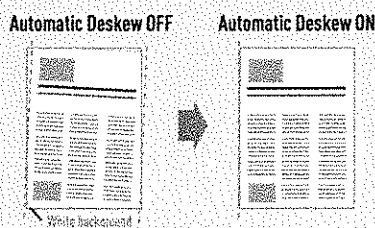
Unique Page Notification

When mixed with different kinds of documents.

Beautiful Results Every Time with Automatic Background and Edge Adjustment

Automatic Deskew

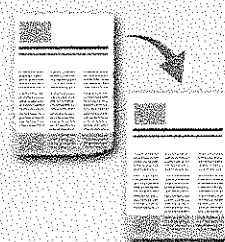
Because cropping and deskewing are possible even with a white background, thin documents through which black backgrounds are visible can be deskewed as white backgrounds.



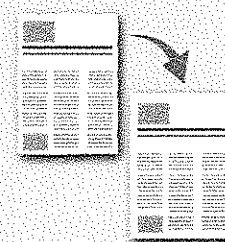
Border Removal

You can achieve a natural scanning in a variety of document by adding the Border Removal function. This feature has the following three function.

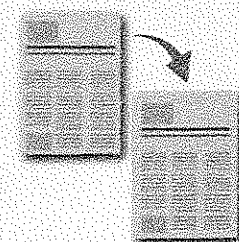
By Surrounding Colour



By White Colour



By Background Colour



Specifications

Model No.			KV-SS050H
Scanning Page			Duplex
Scanning Method			Front side: CIS (600 dpi) Back side: CIS (600 dpi) Selectable black and white background reference
Scanning Speed ^{*1}	Binary / Color A4 size (Landscape: 100 / 300 dpi)	Simplex	Up to 80 ppm
		Duplex	Up to 160 ppm
	Binary / Color A4 size (Portrait: 200 / 300 dpi)	Simplex	Up to 65 ppm
		Duplex	Up to 130 ppm
Resolution			100 - 600 dpi (1 dpi step), Optical: 600 dpi (Main and Sub feeding directions)
Detection			Double feed detection, Jam detection, Slip detection, Dog ear detection
Compression			JPEG (colour, grayscale), MH, MMR (Software ICP)
Tonal Gradation			Binary, Grayscale (8 bit), Colour, MultiStream: Binary & Grayscale, Binary & Colour
Binary Mode Halftone			Dotter, Error diffusion
Image Control			Auto preview, Auto rescan, Image emphasis, Dynamic threshold, Invert, White level from paper
Other Functions			Length control, Barcode detection (SSD), Patch code detection, Control sheet, Long paper mode
Maximum Image Size			307 x 2,540 mm (12.09 x 100 in.)
Documents ^{*2}	Size	Minimum	48 x 70 mm (1.9 x 2.75 in.)
		Maximum	297 x 432 mm (11.7 x 17 in.)
	Thickness		0.04 - 0.2 mm (1.6 - 7.9 mils) Note: 1 mil = 0.001 in.
	Weight		20 - 157 g/m ² (5 - 42 lbs.)
Feeder Capacity			300 sheets: A6 to A3 size 80 g/m ² (21lbs) new paper 150 sheets: less than 100 mm length paper 80 g/m ² (21 lbs) new paper
Image Memory			256MB
Supported Operating System			Windows® XP SP3 (32bit), Windows Vista® SP2, Windows® 7, Windows® 8 (32bit/64bit) Windows Server® 2003 SP2, Windows Server® 2003 R2 SP2, Windows Server® 2008 SP2 (32bit/64bit) Windows Server® 2008 R2 SP1, Windows Server® 2012 (64bit)
Interface			USB3.0 interface (if the scanner is connected to a USB hub, it is not guaranteed to work.)
CPU			Core 2 Duo 1.6GHz Memory 1GB USB2.0 or Higher Core i5 3.1GHz Memory 2GB USB3.0 (for Auto rescan/Auto preview)
Power Requirement			100V: 100-127V, 50/60Hz, 1.5A 200V: 220-240V, 50/60Hz, 0.8A
Power Consumption	Scanning		90 W or less / 1.5 A (100-120 V)
	Ready		30 W or less
	Warm		1.2 W or less
	Power Off		0.3 W or less
Operating Environment	Temperature		10 - 35 °C (50 - 95 °F)
	Humidity		20 - 80 % RH
Storage Environment	Temperature		0 - 40 °C (32 - 104 °F)
	Humidity		10 - 80 % RH
External Dimensions ^{*3} (W x D x H)			468 x 444 x 344 mm (18.5 x 17.5 x 13.5 in.)
Weight ^{*4}			17 kg (37.5 lbs.)
Accessories			CD-ROM: Operating Manual, Image Capture Plus application software, Device driver, ISIS® driver software, TWAIN driver software, User utility software, Control sheet Quick Installation Guide, Power cord, Roller cleaning paper, USB cable, Shading paper, Exit support sheet
Options	Roller exchange kit		KV-SS050 (Paper feed roller module, Double feed prevention roller)
	Roller cleaning paper		KV-SS03
	Imprinter unit (Pre)		KV-SS014
	Ink cartridge		KV-SS021
	Flatbed scanner		KV-SS081**

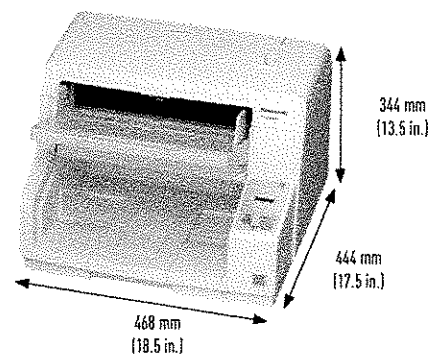
^{*1} The scanning speed differs depending on the host computer, the operating system, the application, the measuring method, the quantity of data in the image, and the paper type. The scanning speed depends on a measuring method of Panasonic.

^{*2} "Weight in pounds" of paper represents the weight of 500 sheets (432 x 559 mm / 17 x 22 in.). Scan quality cannot be guaranteed for documents with a non-standard size.

^{*3} Dimensions and weights are approximate.

^{*4} Availability of the model may differ depending on the country.

Dimensions



As an ENERGY STAR® partner, Panasonic has determined that this product meets the ENERGY STAR® guidelines for energy efficiency.



Trademarks and registered trademarks

- ENERGY STAR and the ENERGY STAR mark are registered U.S. marks.
- ABBYY is a registered trademark of ABBYY Software Ltd.
- ISIS is a registered trademark or trademark of EMC Corporation in the United States and other countries.
- Windows, Windows Vista and Windows Server are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries.
- All other brand or product names are the property of their respective holders.

This product is designed to reduce hazardous chemical substances in accordance with the RoHS directive.

Roller cleaning paper KV-SS03



Ink cartridge KV-SS021



Imprinter unit (Pre) KV-SS014



DISTRIBUTED BY :

Panasonic

Document Scanner: <http://panasonic.net/pcc/products/scanner/>

Dual

Flatbed Color Document Scanner

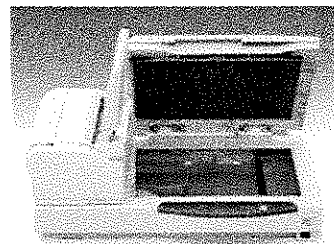
KV-S7075C



The Industry's Fastest Flatbed Scanner!*

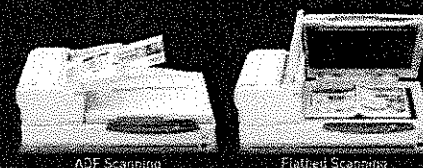
- 95 ppm / 190 ipm High Speed Scanning
(Letter, Landscape, 200 dpi, Binary/Color)
- Flatbed / 200 sheet ADF
- New Image Processing
Multi-Crop and 2-Page Separation
ADF / Flatbed Scanning
- Mixed Document Feeding
- Long Paper Mode

*Based on low-volume production flatbed scanners available at time of introduction



Panasonic ideas for life

2-Way Scanning for All Your Needs



Save Time by Reducing the Number of Scans Multi-Crop

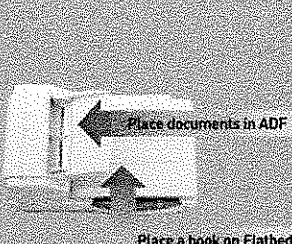
Place various sized documents on the flatbed and scan them all at once, then crop whatever parts you need. This is convenient for scanning multiple business cards and thick documents.



Easily Get the Data You Need from Each Page 2-Page Separation

Use the flatbed to scan 2-page spreads from books, magazines, etc., and automatically divide the single image into two single sheets*. Dividing scanned documents saves time and trouble because it makes complex editing operations unnecessary.

*Divided lengthwise or crosswise. The length of the scanned document is divided in half. The division is not based on the content of the document.

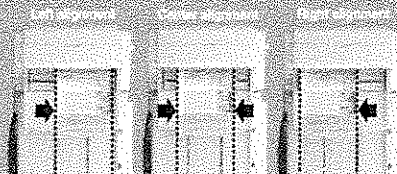


Hassle-Free Consecutive Scanning ADF/Flatbed Scanning

Now you can consecutively scan ADF and flatbed documents in one simple operation, greatly improving work efficiency.



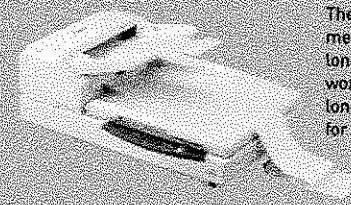
Accurately Feed Various Sizes of Documents Mixed Document Feeding



Documents with different sizes and thicknesses can be fed together. They can be center, right or left justified. By using left or right justification, there is no more need to spend time organizing documents according to their size, so scanning is fast and easy. This function greatly increases your productivity.



High-Speed Scanning for Long Paper Long Paper Mode



The highly reliable paper feed mechanism quickly and accurately scans long documents. This function boosts work efficiency by smoothly scanning long monitoring sheets, like those used for EKG documents.

KV-S7075C Specifications

Type	Ledger Flatbed + ADF
Scanning Face (ADF)	Duplex scanning
Scanning Method	ADF: Moving document method Front and back: CIS Flatbed: CIS Selectable black and white background
Scanning Speed (B/W, Color Letter)*	Portrait: 80 ppm / 160 ipm (200dpi), 66 ppm / 132 ipm (300 dpi) Landscape: 95 ppm / 190 ipm (200dpi), 82 ppm / 164 ipm (300 dpi)
Scanning Resolution	100 dpi - 600 dpi (1 dpi step) (B/W and Color) [Optical 600 dpi]
Detection	Ultrasonic double-feed detection
Image Compression	G3, G4 (B/W binary), JPEG (grayscale/color)
Automatic Document Feeder (Hopper)	200 sheets, 17 lbs. (64 g/m ²)
Image Output	Binary mode, Grayscale mode (8 bit), Color (24 bit), MultiStream® output
Binary Mode Halftone	Dither, Error diffusion
Color Matching	sRGB, ICC Profile (TWAIN Driver only)
Documents Size ADF	1.9 in. x 2.8 in. (48 mm x 70 mm) to 11.7 in. x 17 in. (297 mm x 432 mm)
Flatbed	Maximum 11.7 in. x 17 in. (297 mm x 432 mm)
Scanning Size	11.9 in. x 100 in. (302 mm x 2,540 mm)
Paper Thickness	2.0 mils - 5.9 mils (0.05 mm - 0.15 mm) Note: 1 mil = 1/1000 inch

Paper Weight (for ADF)*2	10.6 lbs. - 34 lbs. (40 g/m ² - 127 g/m ²)
External Dimensions (W x D x H)*3	29.7 in. x 20 in. x 11.4 in. (755 mm x 508 mm x 289 mm)
Weight*3	64 lbs. (29 kg)
Power Requirement	AC 100 V - 120 V, 50/60 Hz
Power Consumption	Scanning: 1.2 A, Standby: 0.6 A, Sleep: 2.8 W
Interface	USB 2.0
Operating Environment	Temperature: 59 °F to 86 °F (15 °C to 30 °C) Humidity: 30 % RH to 80 % RH (No dewdrop)
Storage Environment	Temperature: 32 °F to 104 °F (0 °C to 40 °C) Humidity: 10 % RH to 80 % RH (No dewdrop)
Accessories	CD-ROM: Operating manual, Installation manual, Maintenance manual, RTIV® capture software, RTIV® reference manual, ISIS® / TWAIN driver software, PIE reference manual, User utility software, User utility reference manual, Control sheet data, MCD utility (Multi Color Drop utility) Power cord, Blower brush, USB cable Printed materials: Installation manual
Consumables and Options	Roller exchange kit: KV-S5015, Roller cleaning paper: KV-S503 Imprinter unit: KV-S5014, Ink cartridge: KV-S5021

*1 The scanning speed differs depending on the host computer, operating system, application, image data amount, and paper type.
*2 Weight in pounds: of paper represents the weight of 500 sheets (17 in. x 22 in. / 432 mm x 559 mm)
*3 Dimensions and weights are approximate.

Panasonic

Panasonic Communications Company of North America
One Panasonic Way, Secaucus, NJ 07094
www.panasonic.com/scanners



As an ENERGY STAR® Partner, Panasonic has determined that this product meets the ENERGY STAR guidelines for energy efficiency.

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KV-S7075C-BR 10/08 Printed in Japan



Source Graphics
 1530 N. Harmony Circle Anaheim, CA 92807
 Phone: (800)791-9042
www.sourcegraphics.com

PROPOSAL

Date	Quote #
02/26/16	AAAQ43390-02

PAL0007

Bill To: Palmdale Water District
 Mike West
 2029 East Avenue Q
 Palmdale, CA 93550

Phone: (661)456-1022
Fax:
Email: mwest@palmdalewater.org

Ship To: Palmdale Water District
 Mike West
 2029 East Avenue Q
 Palmdale, CA 93550

Phone: (661)456-1022
Fax:
Email: mwest@palmdalewater.org

For further info please contact your sales rep:

Rep: Brian Martinez

Phone: 714-463-1922

Fax: 714-701-1505

Email: brian.m@sourcegraphics.com

Terms	P.O. Number	Ship Via	FOB
NET 30	TBD	BESTWAY	Destination

Ln #	Part #	Description	Qty	Unit Price	Ext. Price
1	PRT-0051C001	Colorwave 500 Printer - Includes a 90 day warranty on all parts and labor.	1	\$13,947.67	\$13,947.67
2	SCN-8782B001	Scanner Express II	1	\$3,500.00	\$3,500.00
3	SOF-0054C001	CW500 PDF/APPE - Postscript add on	1	\$1,944.44	\$1,944.44
4	SOF-0054C009	Colorwave 500 License	1	\$1,388.89	\$1,388.89
5	ACS-9712276	Colorwave 500 install kit	1	\$772.22	\$772.22
6	CPG-12012	Setup, Installation and key operator training for the Oce Colorwave 500 system. All services are performed by OCE certified field technicians.	1	\$0.00	\$0.00
7	CPG-1YRCW500	1 year service contract for the OCE Colorwave 500. Includes a monthly print allowance of 1,000 sq.ft. with an overage charge of .041 per sq.ft. there after. Includes all parts and labor for a total of 1 year after the expiration of the manufacturer's warranty. All services are performed by an OCE certified field technician.	1	\$2,040.00	\$2,040.00

SubTotal	\$23,593.22
Sales Tax	\$1,939.79
Shipping	\$834.00
Total	\$26,367.01

FREIGHT PRICING REFLECTS STANDARD DOCK TO DOCK SHIPMENTS. IF A LIFTGATE OR OTHER SPECIAL EQUIPMENT IS NEEDED TO COMPLETE DELIVERY, ADDITIONAL CHARGES WILL APPLY.

Opened products, software or data cannot be returned for credit or refunds. All sales are final.

Defective software media will be replaced by the software manufacturer under the terms of their warranty.

All items purchased are covered by the manufacturers warranty. Please contact the manufacturer if you need service or support. Source Graphics will provide you assistance in contacting the manufacturer upon request.Nothing should be returned to Source Graphics without a valid Return Authorization. All items returned without a valid Return Authorization will be refused and returned to sender at the senders expense. Source Graphics reserves the right not to accept any product for return. All returns are subject to Source Graphics inspection and acceptance.

All items accepted for return by Source Graphics will be charged a restocking fee, which are dependent on the manufacturers return policies, and in some cases can be as high as 50%.

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We are required to collect sales tax on ALL orders shipped or delivered in the State of California, unless we have a valid California Sales Tax Exemption Certificate on file prior to shipment. We may be required to collect sales tax on direct or drop shipments from our suppliers to some states.

Order Acceptance (sign below):

_____	_____	_____
Requisitioners Signature	Printed Name & Title	Date

Canon

CANON SOLUTIONS AMERICA



CANON SEE IMPOSSIBLE



BUILT FOR
SPEED

EFFORTLESS
OPERATION

PRODUCTIVE
ALL-IN-ONE SYSTEM

RELIABLE
PERFORMANCE

ECOFRIENDLY
SYSTEM

MONOCHROME
AND COLOR

FLEXIBLE
CAPABILITIES

OCÉ COLORWAVE® 500 PRINTING SYSTEM

Productive all-in-one large format system—
monochrome and color



OCÉ COLORWAVE 500
PRINTING SYSTEM



A CANON COMPANY

OCÉ COLORWAVE 500 PRINTING SYSTEM

- One printer for all your monochrome and color needs
- Effortless operation
- Superior finishing options
- Sustainable and ecofriendly system



OCÉ COLORWAVE 500 PRINTING SYSTEM

The most productive all-in-one large format system—monochrome and color

Push the boundaries of your large format printing with the Océ ColorWave 500 printing system, a monochrome and color printer, scanner, and copier in one convenient single footprint. Gain a competitive edge with distinctive high-quality drawings and presentations without the need for expensive coated paper. Save on space, supplies, and maintenance by using one system for both color and monochrome work. With its intuitive design, the Océ ColorWave 500 printer is one of the easiest to use walk-up printers.

Like other members of the Océ large format family, this printer works just like a tablet thanks to the Océ ClearConnect user interface. That means your staff will intuitively know how to use it when they see it for the first time. And true to its name, Océ ClearConnect technology makes the right connections to get the job done. Print on the way to your next meeting or from a job site. Keep work moving even when you can't get to the printer.

One printer for all your monochrome and color needs

The Océ ColorWave 500 printer has all the advantages of our proven award-winning Océ CrystalPoint® technology in one compact system. Ideal for both small workgroups squeezed for space or central operations that want to

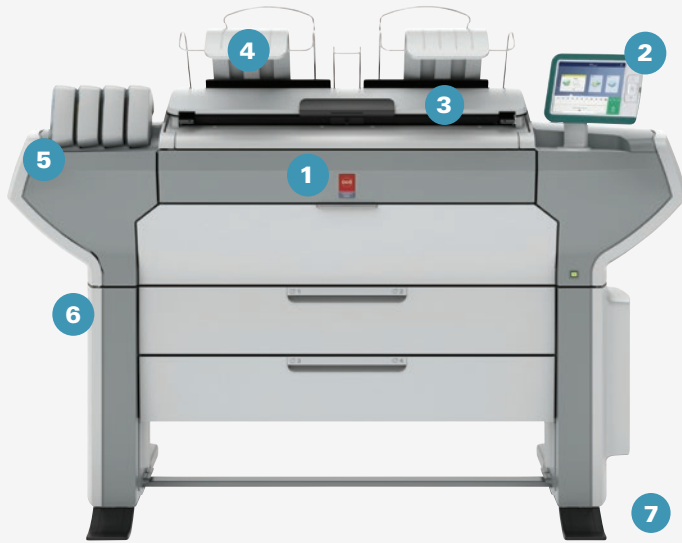
add a productive large format system. Built for speed, you can print, copy, and scan at the same time—without sacrificing productivity or quality. Easily process large and complex files with the Océ ColorWave 500 printer. You can handle monochrome and color—CAD, GIS, and full-color graphics on different kinds of uncoated media such as recycled paper as well as Tyvek for tear resistant prints.

Produce up to 225 D-size monochrome and color prints per hour—to meet a rush deadline without breaking a sweat. This system can hold up to four media rolls and prints come out dry, cut-to-size, and ready to use. With the optional integrated folder, different folded packages can be prepared and printed right from your desktop.

The Océ patented Océ CrystalPoint technology ensures robust, waterfast prints with sharp lines, high readability of fine details, and smooth, even area fills. The high-quality prints are consistent over time on different machines and have a unique silk-shine look and feel, independent of the type of media you use.

Effortless Operation

Help your staff spend more time on what's important and less time handling documents with the Océ ColorWave 500 system—one of the fastest and easiest printers you will find. Our Automatic Print Assistant automatically selects the print mode, image position, and best fit media roll to save time. Print on up to four rolls of media to produce



1 THE MOST PRODUCTIVE ALL-IN-ONE LARGE FORMAT SYSTEM

Save on space, supplies, and maintenance by using one system for both color and monochrome work. With its intuitive design, this engine is one of the easiest to use in the industry today.

2 EFFORTLESS OPERATION WITH THE OCÉ CLEARCONNECT PANEL

The Océ ClearConnect panel works like a tablet. Easily control the printer with your fingertips using simple and familiar screen movements. Swipe, spread, and zoom in on details. Check that documents are correctly positioned using the live preview to avoid errors.

3 SUPERIOR COLOR COPYING AND SCANNING

Océ Color Image Logic technology automatically compensates for wrinkles and light colors to produce superior results. Originals are inserted face-up and paper width is detected automatically.

4 NEAT DOCUMENT DELIVERY AND STACKING

Get neatly collated and stacked documents of up to 75 E-sized prints on the top delivery tray. Sets are neatly stacked on top, ready to go.

5 RELIABLE PERFORMANCE

Océ patented Océ CrystalPoint technology ensures robust, waterfast prints with sharp lines, high readability of fine details and smooth area fills. High-quality, consistent prints have a unique silk-shine look and feel, independent of the media used.

6 SUSTAINABLE AND SECURE SYSTEM

With Océ CrystalPoint technology, you have the ability to print on recycled medias with high-quality results. The unit emits no ozone, dust or odor. The system is constructed of durable and solid parts and designed to be recycled and re-used.

7 TIME SAVING WORKFLOW

This system is designed to make it easier to prepare, produce, and manage complex files ranging from AEC and CAD all the way to large graphic files. Advanced tools make it easy to get documents when and where you need them.

large volumes and sets without interruption. Sets are neatly stacked on top, ready-to-go.

The Océ ClearConnect touchscreen works like a tablet so there is little to no learning curve. The simple layout, intuitive design, and detailed preview functions help users get their prints faster, without errors, even when they are stored in the cloud or have just arrived in an email on their mobile phone. Users can even organize prints in their Personal Smart Inbox to save time.

The Océ ClearConnect software suite also gives you more flexible and effortless ways to submit and manage files. Print from your desktop via Océ Publisher Select™ software to manage complex document sets. You can even print from the cloud, your smartphone or tablet when you are rushing to a meeting. Knowing you can print when you need to, takes some of the stress out of the work day.

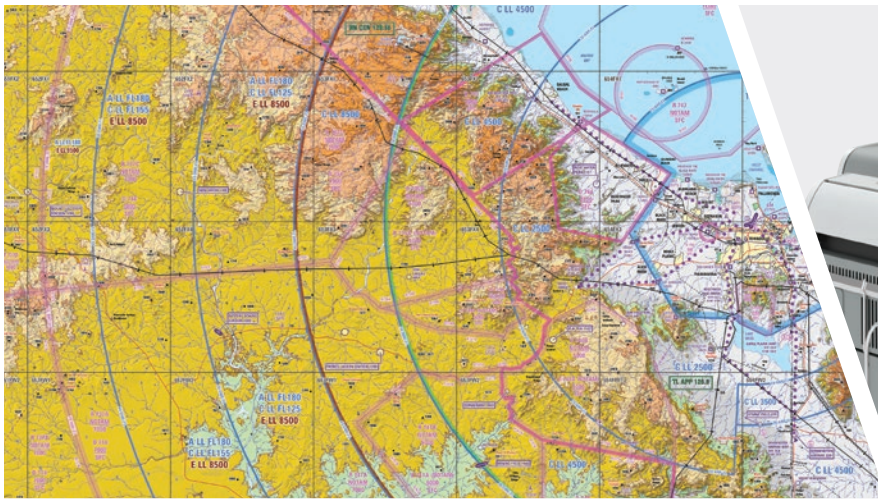
Sustainable and ecofriendly system

When you work side-by-side with your printer, you want to know that it's people and planet friendly. The Océ ColorWave 500 printer is designed to create a healthy working environment. The unique Océ TonerPearls® toner ensure that there's no fine dust, no odor, and minimal waste disposal. It can print on recycled and carbon neutral media and has certified de-inking properties.

The Océ ColorWave 500 system is based on proven Océ technology found in thousands of systems worldwide. Constructed of durable and solid parts, you get dependable uptime with fewer jams, shorter downtime, and fewer service calls.



PRINT SYSTEM	
Description	Color and Monochrome printer based on Océ CrystalPoint Technology, 42", Dual Memory Controller, 2 rolls, Océ ClearConnect multi-touch user panel, Océ Top Delivery Tray
Imaging technology	Océ CrystalPoint Technology. Instant dry, waterfast output on uncoated media
Toner/ type	Océ ColorWave 500 TonerPearls toner, Cyan, Magenta, Yellow and Black TonerPearls, 500 gram /color. Clean toner refill, no toner dust, no residue
Print modes	OPA (Océ Print assistant, determines the most suitable print mode automatically based on content file)
Print speed	Monochrome CAD: 225 D-size prints/hour (high speed mode), Color CAD: 212 D-size prints/hour (high speed mode)
Resolution	True resolution: 600 x 600 dpi
Size main engine (WxDxH)	6.89' x 2.95' x 5.18' (2100 x 900 x 1580 mm)
Weight main engine	556 lb. (252 kg) (printer and 1 drawer)
MEDIA HANDLING	
Media capacity	2 or 4 rolls (1 drawer = 2 rolls , 2 drawers = 4 rolls)
Supported rolls	Maximum roll diameter: 7.1" (180 mm) Maximum roll weight: 44 lb. (20 kg) 3" and 2" cores (media on 2" core to the external output not to the TDT) Media untaped on core
Media thickness	200 µm; 8 mil (film: 2.5 – 8 mil)
Media tools	Automatic width detection
Maximum media length	650' (200 m)
Media cutting	Automatic
Media sizes	All widths between 11"–42" (297 mm–1067 mm), including standard sizes DIN, ANSI, ARCH
Media weight	Paper: 16–43 lb. (60–160 g/m²); film: 2.5–4.5 mill
Minimum print length	8.5" (210 mm)
Media type	Uncoated papers, uncoated Tyvek®, self-adhesive papers, blue back papers, polypropylene films, polyester films, light blocks films, soft banner, instant dry photo paper
USER INTERFACE	
Description	Océ ClearConnect multi-touch user panel
Size (WxDxH)	11.8" x 8.7" x 1.6" (300 x 220 x 40 mm); Touch screen: 10.4"
Resolution	800 x 600 pixels
Number of colors	16.2 million
Technology	Projective capacitive touch
Operation	3 hard buttons: [Wake-up], [Stop, interrupt, abort], [Home] Multi-touch functions: tap, double tap, pinch, 2 finger pinch, swipe, flick, and spread
Interface design	IF design award: distinctive user interface with intuitive navigation and clearly defined levels of operation
Features	View optimization: Tilt (-4 to +45 degrees) and turn (-45 to +180 degrees) Status light (red, green) USB 2.0 interface with indication light
Languages	Switch instantly between 2 languages. Select from 21 languages.
CONTROLLER	
Description	Océ POWERsync Controller, with Microsoft Windows 8 embedded, 64 bits
Processor	i3 processor
Memory	8 GB
Video	Intel HD Graphics, 1GHz



CONTROLLER (CONTINUED)	
Hard disk	2 x 500 GB
Interface	Ethernet 100 Mbits/s, 1 Gbit/s TCP/IP: DHCP, IPv4, IPv6, https Discovery: WSD, LPD, NetBios
Page description language	TIFF 6.0, JPEG1.02, HPGL, HPGL2, C4, Calcomp 906/907/951, CALS 1, NIRS, NIFF, PS3/PDF1.7/APPE3 (optional)
Security	E-shredding, IPSec, HTTPS, extended security protection for administrator, audit logging. User authentication on local UI for FTP, SMB, and WebDav. Configure HTTPS Certificates, Removable Hard Drives (optional)
Access management	Provide secure access to device by users by keying in password on the ClearConnect multi-touch operator panel or get access with a Smart Card by connecting a card reader. Authorization is managed by using Active Directory.
Cloud support	Unlimited user and or Administrator authenticated cloud support via WebDav and/or third party provider: e.g. Microsoft Sharepoint®, Dropbox®, Box.com, box.net, Google® Drive®, Microsoft SkyDrive®, Amazon®, Cloudsafe®, MyDisk®, ARC® Collaborate.
Color management	<ul style="list-style-type: none"> • RGB input profile (sRGB, AdobeRGB) • CMYK input profile (Euroscale coated, Euroscale uncoated, US Web coated (SWOP), US Web uncoated, ISOcoated_v2_eci_300.icc, ISOcoated_v2_eci.icc (FOGRA39), PSO Uncoated ISO12647-ECI (FOGRA47), GRACoL2006_Coated1v2.icc, SWOP2006_Coated3v2.icc, SWOP2006_Coated5v2.icc, UncoatedFogra29.icm) • Gray profile (standard included in the PDF/APPE option) • Rendering intent (perceptual, saturation, absolute colorimetric, relative colorimetric)
Smart inbox	Personal Smart Inboxes for organizing and re-group jobs, reprinting or preview before printing.
SCANNER	
Description	Contact Image Sensor (CIS) Color scanner with Océ Image Logic technology
Scan resolution	600 x 600 dpi
Scan speed	Monochrome: maximum 47.9'/min (14.6 m/min) Color: maximum 15.75'/min (4.8 m/min)
Scan formats	TIFF, PDF, PDF/A, JPEG, CALS, multi-page PDF, multi-page PDF/A and multi-page TIFF
Scan destination	Local USB flash drive, FTP, SMB, Controller, mobile device via Océ Mobile WebTools, WebDav Cloud, Collaborate
Original width	8.2"–36" (208 mm–914 mm); automatic digital width detection
Original length	8.2"–630" (208 mm–16,000 mm); (file type dependent, longer than 629.92" (16,000 mm) for smaller originals), automatic length detection
Original thickness	Maximum 0.03" (0.8 mm); (non-rigid documents)
Zoom	1:1, Scale to media size, Scale to standard format, Custom: 10–1000 %
Preset modes	For scanning and copying
Size scanner (W×D×H)	43" x 12" x 5.5" (1097 x 308 x 140 mm)
Weight scanner	55 lb. (25 kg)
ENVIRONMENTAL	
Sound pressure level	Ready: 36 dB(A), Active: 57 dB(A)
Sound power level	Ready: 4.7 B(A), Active: 6.9 B(A)
Ozone concentration	0
Heat emission	Ready: 214 W, Active: 395 W
Power requirements	100–240 V, 50–60 Hz
Power consumption	Sleep: 2.5W, Ready: 199 W, Active: 380 W
Safety/EMC marks & environmental labels	CE, TÜV GS, CETECOM, c-UL-US, RCM, ENERGY STAR, FEMP, EPEAT?
Recyclables	Printer: made of steel and highly recyclable plastics, min 86% of the engine can either be upcycled or recycled. Toner: cartridge packaging reused as maintenance cassette and made of recyclable plastic. Prints: very good deinkability when recycled.



HIGHLIGHTS OCÉ WORKFLOW SOFTWARE

Job submission

Create, retrieve and/or send jobs from drivers (Océ Wide Format Printer Driver for Microsoft Windows 2, Océ PostScript 3 driver), external locations (SMB, FTP, LPR, WebDav), Mobile devices via Océ Express WebTools, Océ Publisher Select, Océ Publisher Mobile, USB flash drive, Cloud services.

1-click printing from USB, 1-click printing from last send jobs via Print SmartAccess on Océ ClearConnect user panel. The Smart Inbox on the Océ ClearConnect user panel enables the job preview: swipe between your jobs for print selection and preview. Pan to view the image in detail (zoom).

Multiple files and originals are supported. Print multiple times, and sort by page or set. Media saving automatically rotates originals to optimize media usage.

Full support of Adobe PostScript 3, Adobe PDF Print Engine (APPE 3) and ONYX® software.

Queue management

Spool memory provides a queuing system for print and copy jobs. This enables multiple users to send print and copy jobs at the same time. Customize priority settings for copy and print jobs in the queue.

The Job queue overview gives access to job names, owners, and status including required media. Jobs can be paused, deleted, and placed on top of the queue.

Print management

View the counter history at preferred time periods, per job or total overview.

View, create, edit, and delete stamp templates.

Device management

Océ Express WebTools provide administrators the tools to manage the device remotely via the web: for example, define default settings for print, copy and scan, define access, security, accounting, power on/off timer, system behavior etc. It also provides live system feedback via the web, very useful for the help desk.

Scan to file

Océ Scanner Express offers full hybrid performance with its scan-to-file functionality. Send files, via SMB, FTP, WebDAV, to various locations such as local drives, personal Smart Inboxes, or the cloud application of your choice.

Scan to USB or use Océ Mobile WebTools and Océ Publisher Mobile to scan to mobile devices.

Custom scan file naming to any location. Checkplot functionality.

Océ ClearConnect supports Live Preview of the scanning process on the user panel.

Scan to many formats also Adobe PDF.

Océ ClearConnect

Océ ClearConnect enables a consistent view on your workflow from every possible angle, and job management is made easy. Default jobs can be performed by only clicking the green button (Océ SmartAccess for Print, Scan and Copy). Behavior is customizable via Océ Express WebTools. Edit the most common used job settings for copy, scan, and print jobs. Presets can be defined in Océ Express WebTools.

The Smart Inbox supports multi-user environments and 1-click printing via the Océ SmartAccess for all users.

The Océ Express WebTools controller application supports customizable workflows. Separate work spaces give you a complete overview and full control over print and scan job management. Tasks you can manage are: Settings and configuration management, Network connectivity management, Queue management, License management, System monitoring, Scan retrieval, Print job submission. You can access the integrated Océ Express WebTools controller application from any networked workstation.

Job view to check the printer status, available wherever you are with a single click.

Use the Smart Inbox to view all jobs with status, job name, and owner. Actions to print, print all, edit, send to..., delete, and save. Custom sorting of jobs in list or group view.

What you see is what you print with WPD 2.

Open API for third party or own-developed applications integrated with the Océ ClearConnect user panel.

Configurable accounting.

Mobile and Cloud

Print from and scan to the cloud application of your choice. With the help of mobile applications such as Océ Mobile WebTools and Océ Publisher Mobile the printer can be easily accessed and used from any location.



OCÉ WORKFLOW SOFTWARE	
Description	Concurrent print, copy, and scan of single documents or sets.
Printer drivers	Océ Wide Format Printer Driver for Microsoft Windows 2, Océ PostScript 3 driver
Job submission	USB flash drive, Océ Mobile WebTools for iOS, Android and BlackBerry, Océ Publisher Mobile for IOS and Android, Océ Publisher Express, and Océ Publisher Select software.
Job management	Personalized Smart Inbox with history, Manage queue, Manage history, Océ Express WebTools, Secured controller access
Accounting	Option: Océ Account Center
Device management	Remote device management and with Océ Express WebTools: secured controller access, remote shutdown and restart, define default setting, define system behavior.
GENERAL	
Media capacity upgrade (optional)	Additional 2 roll media drawer, increases media capacity from 1,312' to 2,624' (400 m to 800 m)
Stacking systems (standard)	Integrated Top Delivery Tray, 75 sheets capacity.
Océ ClearConnect multi-touch user interface (standard)	Consistent look and feel from every angle of your workflow, standard including Océ Smart Inbox and Océ SmartAccess and Océ Live Preview.
Productive scanning system (optional)	Océ Scanner Express with Océ Image Logic® technology.
Workflow software (standard)	Océ Wide format Printer Driver for Microsoft Windows 2, Océ PostScript® 3 driver, Océ Mobile WebTools for iOS®, Android® and BlackBerry®, Océ Publisher Mobile for IOS and Android, Océ Publisher Express®, Océ Publisher Select
Adobe workflow (optional)	Adobe PostScript 3/PDF/APPE file interpreter
Folding systems (optional)	Océ 2400 FanFold Océ 4300 FullFold series
Stacking Systems (optional)	Océ Delivery Tray, 150 sheets capacity. Increase delivery capacity up to 225 pages.
Workflow software (optional)	Océ View Station, Adobe PostScript 3/PDF/APPE file interpreter, Océ Account Center, Océ Remote Service.

WHY CANON SOLUTIONS AMERICA.

Canon Solutions America recommends forward-thinking strategies to achieve the highest levels of information management efficiency for your unique business needs. Using superior technology and innovative services, we then design, implement, and track solutions that improve information flow throughout your organization in environmentally conscious ways, resulting in greater productivity and reduced costs.

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- Nationwide Coverage
- Customized Industry Solutions
- Genuine Canon and Océ Parts and Supplies
- Diverse Range of Input-to-Output Technology

But that's not all. As a company that is dedicated to your needs, we support our solutions with highly skilled professionals and advanced diagnostic systems to maintain peak performance. And with ongoing consultation, we can further your document management capabilities to ensure the highest level of satisfaction and productivity.



CANON SOLUTIONS AMERICA

LARGE FORMAT SOLUTIONS

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LFS-51322 DS 4/15 CC1/PDF



SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
HBKC560	6298475	5/4/2016

BILL TO:
PALMDALE WATER DISTRICT
2029 E AVENUE Q

SHIP TO:
PALMDALE WATER DISTRICT
Attention To: JIM STANTON
2029 E AVENUE Q

Accounts Payable
PALMDALE , CA 93550-4050

PALMDALE , CA 93550-4050
Contact: JAMES
STANTON 661.947.4111

Customer Phone #

Customer P.O. # HBKC560 QUOTE

ACCOUNT MANAGER

JON BURANDT 877.449.8373

SHIPPING METHOD

UPS Ground (2-3 days)

TERMS

Net 30 Days-Govt
State/Local

EXEMPTION CERTIFICATE

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
3	3279597	PANASONIC 5046H,80PPM/160IPM SCANNER Mfg#: KV-S5046H Contract: National IPA Technology Solutions 130733	3,250.00	9,750.00
2	1744268	PANASONIC KV-S7075C DUPLEX SCANNER Mfg#: KV-S7075C Contract: National IPA Technology Solutions 130733	5,400.00	10,800.00
SUBTOTAL				20,550.00
FREIGHT				0.00
TAX				1,849.50

US Currency

TOTAL 22,399.50

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 847.990.8237

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Pricing Proposal
Quotation #: 11495282
Created On: 5/3/2016
Valid Until: 5/31/2016

PALMDALE WATER DISTRICT

Jim Stanton

2029 East Avenue Q
Palmdale, CA 93590
UNITED STATES
Phone: (661) 456-1050
Fax:
Email: jstanton@palmdalewater.org

Inside Account Manager

Marissa Bryan

290 Davidson Ave.
Somerset NJ, 08873
Phone: 732-564-8573
Fax: 800-814-7567
Email: Marissa_Bryan@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Panasonic KV-S5046H - Document scanner - Duplex - 297 x 432 mm - 600 dpi - up to 80 ppm (mono) / up to 80 ppm (color) - ADF (300 sheets) - USB 3.0 Panasonic - Part#: KV-S5046H	3	\$3,226.19	\$9,678.57
2 Panasonic KV S7075C - Document scanner - Duplex - Ledger - 600 dpi x 600 dpi - up to 95 ppm (mono) / up to 95 ppm (color) - ADF (200 sheets) - up to 15000 scans per day - USB 2.0 Panasonic - Part#: KV-S7075C	2	\$5,663.76	\$11,327.52
Subtotal			\$21,006.09
Shipping			\$250.00
*Tax			\$1,913.05
Total			\$23,169.14

*Tax is estimated. Invoice will include the full and final tax due.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

PALMDALE WATER DISTRICT BOARD MEMORANDUM

DATE: May 18, 2016 May 25, 2016
TO: BOARD OF DIRECTORS Board Meeting
FROM: Mr. Tim Moore, Facilities Manager
VIA: Mr. Matthew Knudson, Assistant General Manager
Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 6.7 – APPROVAL TO DECLARE VARIOUS VEHICLES AND EQUIPMENT AS SURPLUS PROPERTY PER ARTICLE 12.08 OF THE DISTRICT’S RULES AND REGULATIONS***

Recommendation:

Staff and the Facilities Committee recommend the below list of vehicles and equipment that are no longer needed for District use be declared as surplus property per Article 12.08 of the District’s Rules and Regulations.

Financial Impact:

The successful sale of the below list of vehicles and equipment will generate revenue based on the final sale and acceptance by the District. The final value is to be determined.

Background:

The following vehicles and equipment are no longer needed for District use:

- 1991 John Deere 410 D Backhoe (6434 hours)
- 1997 Ford Crown Victoria (113,665 miles)
- 1993 Ford F-450 Super Duty Truck (80,937 miles)
- Lot 1: 3 used DS 72y Wacker brand vibration rammers for parts
- Lot 2: 1 used DS 70 Wacker brand vibration rammer, runs
- Lot 3: 1 used 15 HP Mercury 2-stroke outboard motor, low hours
- Lot 4: 10 Cooper Lighting 4’ florescent fixtures w/bulbs, PN 12151899
- Lot 5: 2 Ingersol-Rand T-30 Air compressors, no tank, skid mount
- Lot 6: 1 D R All Terrain mower, 15 HP Kawasaki 4 stroke engine, low hours, as is, needs tire and battery – sitting a long time
- Lot 7: 1 21.5 X 54” Metal cabinet for acids & paints
- Lot 8: 2 Briggs & Stratton gas engines and 1 water pump
- Lot 9: 2 Briggs & Stratton gas engines and 1 Honda 4 HP gas engines

- Lot 10: 1 Craftsman gas air compressor with tank, will run
- Lot 11: 1 Walker 10 Ton floor jack, 1 Traffic Manager roof mount arrow light
- Lot 12: 2 Van Air Viper hydraulic air compressors with hyd motors & 1 tank
- Lot 13 1 Alanda diesel/kerosene fired steam cleaner, 1000 series 115 volt / 250 psi
- Lot 14: 1 pallet of new in box auto/light truck parts, brake rotors/pads, fuel pump, brake master cylinder
- Lot 15: Brown Bear brand paddle/aerator series 24, plumbed for use with JD 250 skid steer

Supporting Documents

- Photos of Vehicles and Equipment

Strategic Plan Initiative

Strategic Initiative No. 3 – Systems Efficiency

PALMDALE WATER DISTRICT BOARD MEMORANDUM

DATE: May 18, 2016 May 25, 2016
TO: BOARD MEETING Board Meeting
FROM: Mr. Tim Moore, Facilities Manager
VIA: Mr. Matthew Knudson, Assistant General Manager
Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 6.8 - APPROVAL TO PURCHASE USED CONSTRUCTION
EQUIPMENT UTILIZING PROCEEDS FROM SELLING SURPLUS
EQUIPMENT.***

Recommendation:

Staff and the Facilities Committee recommend utilizing funds up to the amount generated from the sale of all surplus to reinvest in the following construction equipment: #1 Asphalt Zipper machine used to cut and grind asphalt for pipeline trenches. This machine will reduce time on the job eliminating saw cutting and asphalt disposal expenses. #2 Broom machine attachment used to clean up job sites without the use of water, eliminating hand sweeping and shovel work of all construction jobs in the street.

Financial Impact:

Funds from surplus vehicles will be used to fund these purchases.

Background:

Staff is continuously researching cost saving options. Purchasing needed equipment with funds received from surplus equipment will have no impact to the budget.

Strategic Plan Initiative:

Strategic Initiative No. 3 – Systems Efficiency

**PALMDALE WATER DISTRICT
BOARD MEMORANDUM**

DATE: May 18, 2016 **May 25, 2016**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.1 – CONSIDERATION AND POSSIBLE ACTION
ON APPEAL OF IRAJ HORMOZI OF THE DETERMINATION OF
EMERGENCY WATER CONSERVATION RESTRICTION VIOLATION
UPHOLDING THE WATER WASTE FINE***

Recommendation:

Staff recommends the denial of Mr. Hormozi's appeal.

Impact of Taking No Action:

The determination upholding a water waste fine issued on April 25, 2016 will stand.

Background:

Outside watering was observed by District staff on Monday, April 25, 2016, at 5391 Meredith Avenue. Outside watering is only allowable on Wednesdays and Saturdays before 10:00 am and after 6:00 pm. A first violation fine of \$50.00 was issued to the account holder, Mr. Hormozi. Mr. Hormozi submitted an appeal of the fine on April 26, 2016.

I issued a determination on the appeal on April 27, 2016. The Determination upheld the fine due to:

- Mr. Hormozi's ownership of five (5) other properties in the District in the time period beginning June 1, 2015 through present; and
- Information about the water conservation measures, including outside watering days and times, were available to him from these properties as the District had sent them directly to all customers several times in that period of time.

May 18, 2016

The Determination also noted that the prior account holder at that address had reduced water usage by 20.4%. It then provides for a refund of the \$50.00 fine if the account reaches a reduction of 30.1% by October 31, 2016.

I discussed the Determination with Mr. Hormozi in a phone conversation on May 16, 2016 and he wished to continue the Board appeal.

Strategic Plan Initiative:

This is part of Strategic Initiative 1, Water Resource Reliability.

Budget:

No substantial effect.

Supporting Documents:

- Determination of Emergency Water Conservation Restriction Violation Fine Appeal No. 16-5 dated April 27, 2016 (includes initial appeal, picture of violation, account summary, and a copy of the District's Emergency Water Conservation Information Sheet);
- List of properties owned by Mr. Hormozi served by the District;
- Email dated May 3, 2016 from Mr. Hormozi requesting a Board appeal of the Determination.

Since 1918



PALMDALE WATER DISTRICT

2029 East Avenue Q • Palmdale, California 93550 • Telephone (661) 947-4111
Fax (661) 947-8604

www.palmdalewater.org

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Division 5

ALESHIRE & WYNDR LLP
Attorneys

April 27, 2016

Mr. Iraj Hormozi
37212 Kingcup Terrace
Palmdale, CA 93551

**RE: DETERMINATION OF EMERGENCY WATER CONSERVATION RESTRICTION
VIOLATION FINE APPEAL NO. 16-5: ACCOUNT NO. 42900414-1049294 AT 5391
MEREDITH AVENUE**

Dear Mr. Hormozi:

The District received a letter dated April 26, 2016 via email, copy enclosed, appealing the violation fine of \$50.00 received on April 25, 2016. Thank you for taking the time to express your concerns and bring this to my attention. The process being used to evaluate an appeal involves verifying the Emergency Water Conservation Restriction violation, reviewing water use information for the account, and comparing both to the District's responsibility to reduce water use by 30.1% as required by the State Water Resources Control Board (SWRCB) for the time period of June, 2015 to November, 2016 as compared to the same months in 2013.

Background

The violation for this account was outdoor watering on a non-watering day. Specifically, watering was observed on Monday, April 25th. Outdoor watering is only permitted on Wednesdays and Saturdays. A copy of the photograph showing outdoor watering on the violation date is enclosed for your information.

A review of the account's water use information is summarized in the enclosed table titled "Water Usage Compared to 2013 (Billing Periods)." Two main results of this review are that the account's water savings during the SWRCB's Emergency Order period is 20.4%, and the 2015/2016 average usage is 26.6 units/month as compared to 2013's average usage of 37.9 units/month. All this usage information was under the prior account holder at this location.



Providing high quality water to our current and future customers at a reasonable cost.



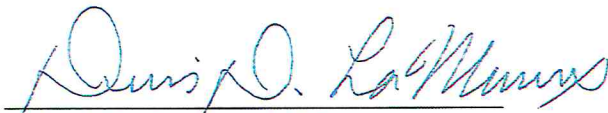
Determination

A violation occurred as shown by the enclosed information and stated in the April 26, 2016 letter. There is not yet a water usage history with you as the account holder. Therefore, there can be no consideration of suspending the violation fee based on efforts to save water. Additionally, the statement of not knowing the allowable watering days and times conflicts with the fact that information has been sent directly to account holders several times since June, 2015. The records show there were at least five (5) properties under your control during that time frame. Therefore, the determination of this appeal is as follows:

1. The April 25, 2016 \$50.00 fine is upheld and must be paid; and
2. The account will advance to the second level fine of \$250.00 if another violation of any Emergency Water Conservation Restriction occurs. A copy of the District's Emergency Water Conservation Information Sheet is enclosed for your information; and
3. The April 25, 2016 \$50.00 fine will be refunded to the account if no other violations occur and water usage reduces to at least 30.1% below the water usage in 2013 through October 31, 2016.

If you do not agree with this determination, you have fifteen (15) days after the date of this letter within which to file a written appeal with the Board. The Board shall conduct a hearing on the appeal at the next Board meeting immediately following the appeal. The Board's decision following such hearing shall be final and conclusive. Please feel free to contact me at 456-1017 if you have any questions.

Very truly yours,



DENNIS D. LaMOREAUX,
General Manager

DDL/dd

Enclosures

cc: Mike McNutt, PIO/Conservation Director
Linda Garza Trevino, Water Conservation Aide
Tara Peuse, Customer Care Supervisor

Date: 04-26-2016

Iraj Hormozi
37212 Kingcup Terrace
Palmdale, CA 93551
661-992-1072

Mr. Dennis Lamoreaux,
General Manager

Palmdale Water District,
2029 East Ave Q
Palmdale, CA 93550

Subject: 5391 Meredith Ave,
Palmdale, CA 93552

RECEIVED

APR 27 2016

BY: 

Dear Mr. Lamoreaux

I am sorry to bother you with this issue but since the imposed fine on my rental property which I did not have any control on it, came to my attention, made me to write this letter and request for a consideration to reverse the fine.


When the tenant moved out on April 08, 2016 I was not aware of the sprinkler timer setting and also the electricity was transferred to my name which could have resulted the timer to malfunction and be set at previous default time.

Also when I called Palmdale Water District to set up the account under my name no one alarm me of the times and date that the sprinklers should be running in order not to get the fine.

So as you see this sprinklers timer setting was not intentionally or out of carelessness, therefore I am requesting for this time this fine be reversed and if did happened again and if it was a repeated violation, then by all means I accept the consequences.

Thank you very much for your understanding and consideration.

Sincerely,


Iraj Hormozi

P.S: You may want to review my other accounts which all are in good standing.

Picture taken 9:58 am April 25, 2016



Emergency Orders Water Usage Summary

Appeal #: 16-5

Address: 5391 Meredith Avenue

Account #: 42900414 1049294

Month	2013		2015 - 2016		Compliance	
	Units	Cumulative	Units	Cumulative	%	Goal
June	49	49	22	22	-55.1	-32
July	52	101	31	53	-47.5	-32
August	51	152	35	88	-42.1	-32
September	41	193	33	121	-37.3	-32
October	40	233	40	161	-30.9	-32
November	31	264	41	202	-23.5	-32
December	25	289	33	235	-18.7	-32
January	24	313	25	260	-16.9	-32
February	19	332	5	265	-20.2	-32
Averages:	36.9		29.4		-20.2	-32

Month	2013		2016		2016 Order	Cumulative Summary of Orders			
	Units	Cumulative	Units	Cumulative	%	2013	2016	Savings	Goal
March	14	14	13	13	-7.1	346	278	-19.7	-31.6
April	22	36	15	28	-22.2	368	293	-20.4	-31.3
May	44	80				412			-31.0
June	49	129				461			-30.8
July	52	181				513			-30.6
August	51	232				564			-30.4
September	41	273				605			-30.3
October	40	313				645			-30.1
Averages:	37.9		26.6		-22.2			-20.4	-30.1

LEGEND

Red = Prior Account Holder at Location

= 2015 Emergency Order

= 2016 Emergency Order

= Combined Emergency Orders

PALMDALE WATER DISTRICT

2029 East Avenue Q • Palmdale, California 93550 • Telephone (661) 947-4111 • Fax (661) 947-8604



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Emergency Water Conservation Information Sheet

Why?

- Voluntary water conservation efforts throughout the State have overall remained insufficient for ensuring essential water availability for all Californians
- The Sierra Nevada Mountains has experienced the lowest snowpack (5%) since keeping records of annual snow levels
- Above average temperatures throughout the winter of 2014-2015 have caused any snow to melt quickly reducing the water bank used to ensure a viable water supply into the summer
- Due to the fourth year of the drought, water supplies are significantly diminished, causing the need for emergency water conservation measures to be implemented by the State and local water agencies
- The California State Water Resources Control Board has directed all local water purveyors to enact local emergency water conservation mandates to achieve Governor Brown's emergency proclamation for a total statewide reduction 25%
- Palmdale Water District is required to reduce water consumption by 32% by February 28, 2016
- That State will fine any water agency \$10,000 per day if found not in compliance with their specific reduction directive

PWD Stage 3 Emergency Watering Restrictions

- Primary use of water is for domestic use, sanitation, fire prevention, and public health & safety
- No hose washing of hardscape surfaces (i.e. sidewalks, walkways, buildings, walls, patios, parking areas...etc)
- Hardscape spraying is only permitted to eliminate conditions that are hazardous to public safety or to prepare a surface for architectural coating or painting
- Vehicle washing is permitted using an automatic shutoff nozzle attached to the hose
- The PWD highly recommends not washing vehicles at home but instead going to a commercial car wash that recycles it's water
- Decorative fountains are not permitted unless the water used is within a closed recycling system
- Water will not be served at any public business where food is sold unless specifically requested by the patron
- Public businesses that sell food will display this restriction
- All indoor/outdoor water leaks will be repaired by the user within 1 week
- **Outdoor watering is restricted to two (2) days (Wednesdays and Saturdays) ONLY**
- **Outdoor watering is not permitted between the hours of 10:00am – 6:00pm**
- Any water found running off property from outdoor watering is considered water waste and is subject to penalty
- Potable water is not permitted to irrigate turf located on public street medians
- Outdoor irrigation of new home construction and buildings is not permitted unless drip irrigation or microspray is used
- **Outdoor watering is prohibited after measurable rainfall has been recorded for 48 hours**
- Golf courses, commercial nurseries, parks, school yards, public open space, and public landscaped areas will not water more than the permitted 2 days per week (Wednesdays and Saturdays) and between the hours of 6:00am – 6:00pm

Additional Information on Back of Page

- No public watering restrictions are applied to those areas using reclaimed water
- Athletic fields are permitted to be watered between the hours of 6:00pm – 10:00am with no restrictions on watering days
- Residential vegetable gardens are permitted to be watered once daily

Water Waste

- All residents, businesses, and commercial industry can report water waste one of four (4) ways:
 - Water Waste Hotline: 661-456-1099
 - Email: waste@palmdalewater.org
 - Website water waste form
 - Download an app called: Vizsafe from your app store
 - Photographs of water waste are crucial to determine violations
- **A drought surcharge of \$0.45 per unit used in Tiers (2-6) will be assessed for all non-essential usage**
- Water Waste Violation:

Fines are assessed under the Water Shortage Emergency Plan (2010) guidance measures using progressive violation \$50.00 fine:

 1. \$50.00 fine
 2. \$250.00 fine
 3. \$500.00 fine
 4. Water disconnection and loss of service

The District recognizes that there may be mitigating or intervening circumstances that bear upon a Consumer's apparent misuse of water. Upon receipt of any notice regarding purported misuse or waste of water, the Consumer shall have five (5) working days within which to file a written request for reconsideration with the General Manager. If the Consumer is not satisfied with the General Manager's decision the Consumer shall have fifteen (15) days after the General Manager's decision within which to file a written appeal with the Board. The Board shall conduct a hearing on the appeal at the next Board meeting immediately following the appeal. The Board's decision following such hearing shall be final and conclusive.

PWD appreciates all of the effort that you do to conserve water every day and encourages you to continue this effort to achieve our mission of reducing water consumption by 32%. Remember that LESS IS MORE... SAVE FOR OUR FUTURE!

IRAJ HORMOZI

43514083 - 1049294 - 3833 E AVENUE R12

43865094 - 1049294 - 37517 SHARON LN

45705097 - 1049294 - 6035 ORO CT

53199102 - 1049294 - 5850 ADOBE DR

46934169 - 1049294 - 36646 SULPHUR SPRINGS RD

42900414 - 1049294 - 5391 MEREDITH AVE

Dawn Deans

From: sagdosh952@gmail.com
Sent: Tuesday, May 03, 2016 1:00 PM
To: Dawn Deans
Subject: May 11th board meeting

RECEIVED

MAY 03 2016

Hello

Although I have not received a call back from Mr. Dennis D. LaMoreaux, general manager to avoid filling an appeal but per your request I am sending you this email to let you know that I want to present my case to the board in May 11th. Thank you!

Sincerely,
Iraj Hormozi
661-992-1072

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**PALMDALE WATER DISTRICT
BOARD MEMORANDUM**

DATE: May 18, 2016 **May 25, 2016**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.2 – CONSIDERATION AND POSSIBLE ACTION
ON APPROVAL OF THE AMENDED AND RESTATED LEASE
AGREEMENT WITH THE PALMDALE FIN & FEATHER CLUB***

Recommendation:

Staff recommends the approval of the proposed amended and restated lease agreement with the Palmdale Fin & Feather Club, Inc.

Impact of Taking No Action:

The current lease agreement with the Palmdale Fin & Feather Club, Inc. will expire on December 31, 2016. The Club can exercise a five (5) year option. However, the changes negotiated in the proposed lease agreement would not be included in the option.

Background:

Director Henriquez, District staff, and Palmdale Fin & Feather Club (Club) Board members have met several times in the past few months to discuss a new lease agreement. The result of these discussions is the attached amended and restated lease agreement (Lease) with the Club. It has been reviewed by District counsel and has been approved and signed by the Club. The major changes from previous lease agreements are as follows:

1. The Club's ability to terminate the Lease had not been previously addressed. The Club is now required to provide six (6) months written notice if it desires to terminate the Lease (Section 1.02);
2. The Rental amount is based on the direct revenue of the Club and no longer includes retail sales (Section 1.04);
3. District Honorary and Volunteer memberships are now formally defined as opposed to past informal practices (Section 1.05 and Exhibit "E"); and

4. Campaign signs for any election, including District elections, are prohibited on the property (Section 3.01).

Strategic Plan Initiative:

This work is part of Strategic Initiative 1, Water Resource Reliability, and Strategic Initiative 5, Regional Leadership.

Budget:

The change in rental amount will reduce the District's lease income by approximately 3%. However, a single cell tower lease will replace this reduction twelve (12) times over.

Supporting Documents:

- Amended and Restated Lease Agreement by and between Palmdale Water District and Palmdale Fin & Feather Club, Inc. (Lake Palmdale and portions of the surrounding area)

AMENDED and RESTATED

LEASE AGREEMENT

By and Between

PALMDALE WATER DISTRICT

and

PALMDALE FIN & FEATHER CLUB, INC.

(LAKE PALMDALE AND PORTIONS OF THE SURROUNDING AREA)

AMENDED and RESTATED LEASE AGREEMENT

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

RECITALS

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

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

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

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

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

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

LEASE PROVISIONS

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

1.00 LEASE OF PREMISES.

1.01 Premises

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

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

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

1.02 Term.

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

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

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

1.03 Quiet Possession.

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

1.04 Rent.

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

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

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

1.05 District Honorary and Volunteer Membership.

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

1.06 Payment for Water Used by the Club.

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

1.07 Reports and Audits.

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

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

1.08 Taxes.

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

1.09 Utilities.

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

2.00 IMPROVEMENTS ON THE PREMISES.

2.01 Construction of Improvements.

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

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

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

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

2.02 Ownership of Improvements.

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

2.03 Relocation and Removal.

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

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

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

2.05 Mechanics' Liens.

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

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

3.00 USE OF THE PREMISES.

3.01 Uses.

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

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

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

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

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

3.02 Compliance with Law.

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

3.03 Compliance with Los Angeles County Regional Planning.

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

3.04 Bylaws of the Club

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

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

vote and may not vote by proxy;

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

3.05 Caretaker as Independent Contractor.

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

3.06 Miscellaneous Restrictions.

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

3.07 Maintenance of Premises and Improvements.

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

3.08 Limitations on Use and Term.

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

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

4.00 INDEMNIFICATION AND INSURANCE.

4.01 Insurance.

(a) Comprehensive General Liability and Property Insurance.

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

(b) Insurance Policy Form, Content and Insurer.

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

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

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

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

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

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

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

4.02 Indemnification.

(a) General.

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

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

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

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

(b) Additional Coverage.

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

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

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

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

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

(c) Waiver of Lessor Liability.

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

(d) Waiver of Subrogation.

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

(e) Survives Termination.

This Section 4.02 survives termination of the Lease.

5.00 REMOVAL OF PREMISES.

5.01 Destruction of Premises.

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

6.00 ENFORCEMENT.

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

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

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

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

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

6.02 Procedure for Opportunity to Cure and Termination.

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

6.03 Rights and Remedies are Cumulative.

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

6.04 Waiver.

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

6.05 Attorney's Fees.

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

7.00 GENERAL PROVISIONS.

7.01 Time of Essence.

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

7.02 Reserved.

7.03 No Partnership.

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

7.04 Severability.

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

7.05 Interpretation.

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

7.06 Integration Clause.

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

7.07 Notices, Demands and Communications between the Parties.

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

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

A copy to: ??

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

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

7.08 Amendments Replacement of Original Lease.

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

7.09 Warranties.

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

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

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

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

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

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

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

7.10 Governing Law.

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

7.11 Attorney Fees.

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

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

"LESSOR"

PALMDALE WATER DISTRICT, a
California Irrigation District

Dated: _____

By: _____
Robert E. Alvarado, Board President

ATTEST:

By: _____
Joe Estes, Board Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Eric L. Dunn, PWD Attorney

"LESSEE"

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

Dated: 5-11-2016

By: Joe Beach
Joe Beach, President

Exhibit "A"

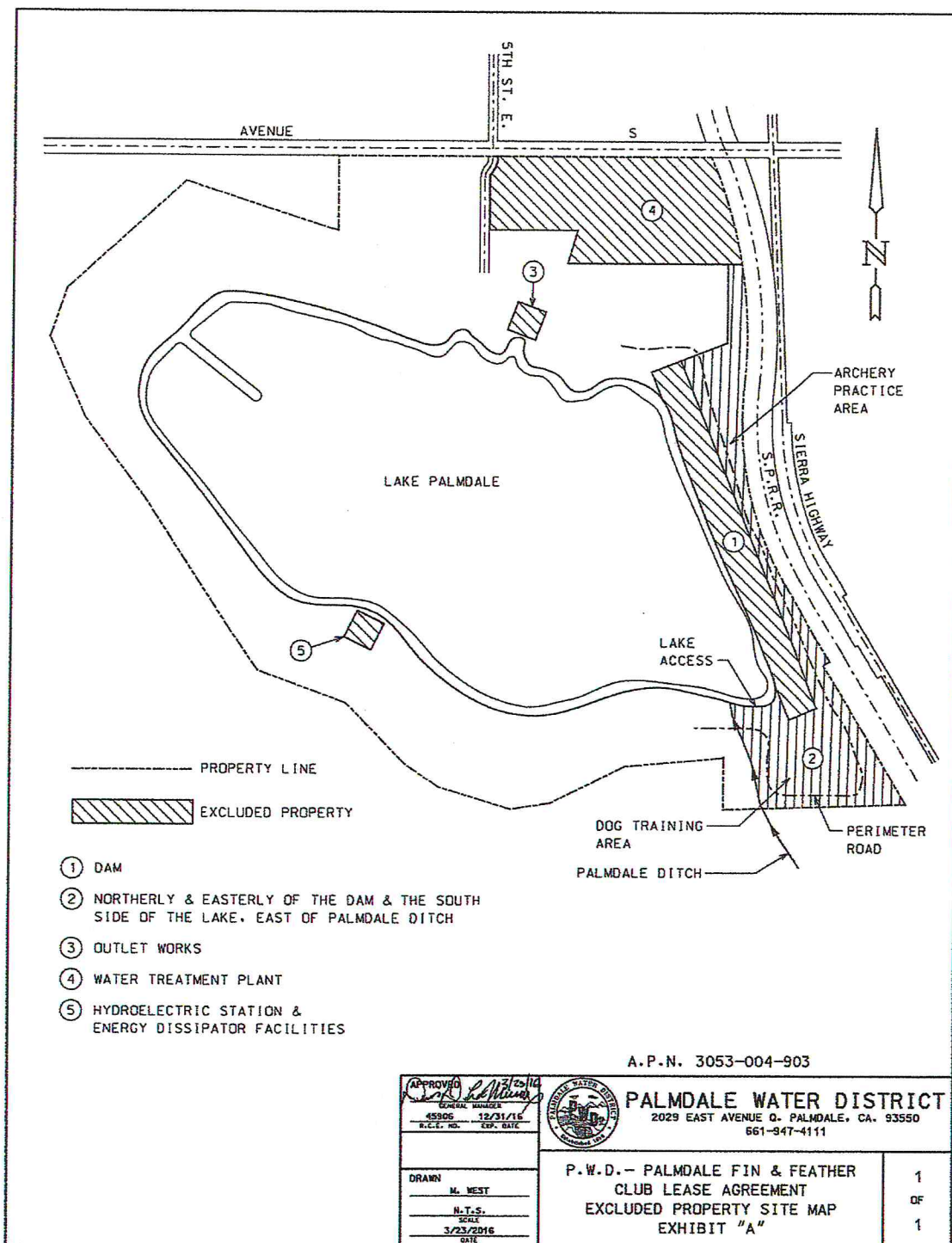


Exhibit "B"

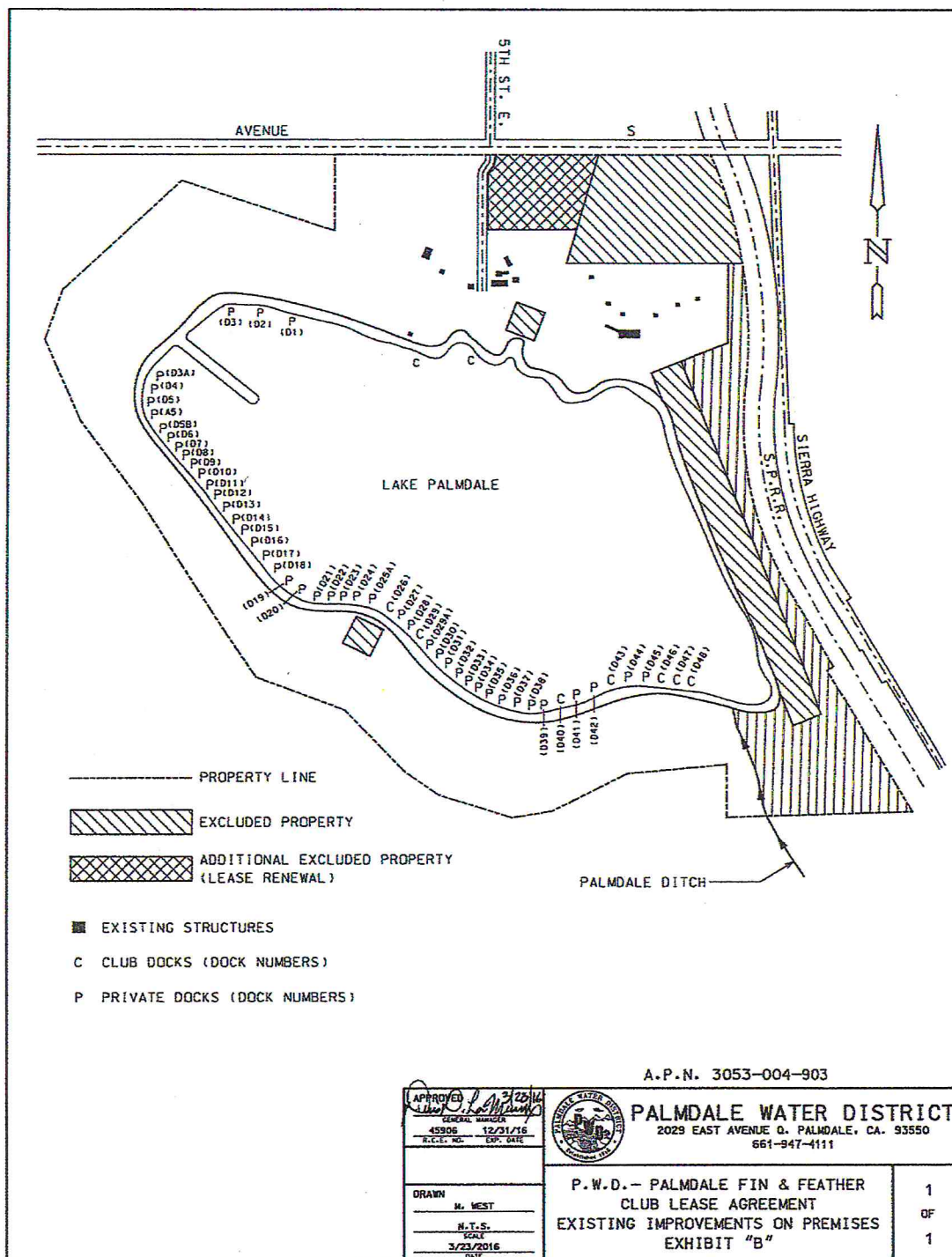


Exhibit "C"

LOS ANGELES COUNTY REGIONAL PLANNING

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

Page 1 of 4

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

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

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

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

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

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

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

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

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

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

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

RJF: MBM
12/1/2004

Exhibit "D"

FIN & FEATHER BYLAWS

PALMDALE FIN AND FEATHER CLUB, INC.
BYLAWS

All changes as of February 01, 1989 incorporated

ARTICLE I
CORPORATED POWERS

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

ARTICLE II
SEAL

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

ARTICLE III
OFFICE

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

ARTICLE IV
BOARD OF DIRECTORS

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

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

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

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

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

ARTICLE V OFFICERS

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

ARTICLE VI PRESIDENT

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

ARTICLE VII VICE PRESIDENT

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

ARTICLE VIII SECRETARIES AND TREASURER

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

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

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

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

ARTICLE IX MEETINGS OF THE CLUB

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

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

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

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

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

ARTICLE X CERTIFICATE OF MEMBERSHIP

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

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

ARTICLE XI MEMBERSHIP

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

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

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

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

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

ARTICLE XII INITIATION FEES AND DUES

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

ARTICLE XIII SUSPENSION AND EXPULSION OF MEMBERS

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

ARTICLE XIV VACANCIES

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

ARTICLE XV
AMENDMENTS

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

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

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

ARTICLE XVI
RECREATION, FISHING AND HUNTING REGULATIONS

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

PALMDALE FIN AND FEATHER CLUB, INC.
BOARD OF DIRECTORS

Exhibit "E"

HONORARY AND VOLUNTARY MEMBERSHIPS

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

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

Honorary Membership:

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

PWD Management: (15)

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

PWD Board of Directors: (5)

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

Volunteer Membership:

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

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

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

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

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

**RE: *AGENDA ITEM NO. 7.3 – CONSIDERATION AND POSSIBLE ACTION
ON PURCHASING AN AD IN A SPANISH PUBLICATION FOR
PUBLISHING THE LIST OF UNCLAIMED FUNDS.***

There is no staff report or back-up materials for this item.

A detailed report on Outreach activities, as listed on the agenda, will be provided at the Board meeting.

MINUTES OF MEETING OF THE FACILITIES COMMITTEE OF THE PALMDALE WATER DISTRICT, OCTOBER 1, 2015:

A meeting of the Facilities Committee of the Palmdale Water District was held Thursday, October 1, 2015, at 2029 East Avenue Q, Palmdale, California, in the Board Room of the District office. Chair Estes called the meeting to order at 10:11 a.m.

1) Roll Call.

Attendance:

Facilities Committee:
Joe Estes, Chair
Vincent Dino, Committee
Member

Others Present:

Dennis LaMoreaux, General Manager
Tim Moore, Facilities Manager
Kelly Jeters, Systems Supervisor
Peter Thompson Sr., Project Manager
Dawn Deans, Executive Assistant
0 members of the public

2) Adoption of Agenda.

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

3) Public Comments.

There were no public comments.

4) Action Items:

4.1) Consideration and Possible Action on Approval of Minutes of Regular Meeting Held September 8, 2015.

It was moved by Committee Member Dino, seconded by Chair Estes, and unanimously carried to approve the minutes of the Facilities Committee meeting held September 8, 2015, as written.

4.2) Discussion of 2016 Budget Projects, Vehicles, and Equipment. (General Manager LaMoreaux/Assistant General Manager Knudson)

General Manager LaMoreaux stated that the 2016 list of budget projects, vehicles, and equipment is not yet complete and will be presented at the next Committee meeting.

4.3) Discussion of Automobile Charging Station. (Chair Estes/Assistant General Manager Knudson)

Systems Supervisor Jeters stated that funds through the Air Quality Management District for automobile charging stations are not yet available and then reviewed the process for applying for funding, which includes obtaining quotes for performing the work, and after a further discussion of this process and the options for automobile charging stations, staff was directed to obtain quotations for the installation of an automobile charging station with these quotations presented at the next Committee meeting for discussion and to begin the application process for potential funding through the Air Quality Management District.

5) Information Items.

5.1) Status Report on All 2015 Budgeted Projects Including Timelines, Milestones, Project Manager, and if the Project is on Schedule. (Chair Estes)

Facilities Manager Moore stated that upcoming projects include the rehabilitation of Well No. 30 and Well No. 15, and bids are currently being solicited for these rehabilitations; that work continues on the clearing and repair of Palmdale Ditch; and that a presentation on the Ditch work will be presented at a future Board meeting.

The Committee then requested the well rehabilitation video also be presented to the full Board.

Project Manager Thompson Sr. stated that the 30th Street East water main replacement project is being tied in after which General Manager LaMoreaux stated that the EPA has visited this work site and grant funding is expected soon.

5.2) Update on Purchase of Budgeted Tools, Equipment, and Vehicles. (Facilities Manager Moore)

Facilities Manager Moore reported recent tool and tapping machine purchases; stated that surplus vehicles will be sent to auction; and provided pictures of the recent mechanic truck purchase and valve truck equipment.

5.3) Update on Potential Communication Tower Leases. (Assistant General Manager Knudson)

General Manager LaMoreaux stated that staff is negotiating with Verizon Wireless for potential communication cell tower leases at the 45th Street tank site and at the 6MG clearwell site followed by discussion of site access for the cell tower leases.

5.4) Update on Installation of Slide Gate at Palmdale Lake. (Chair Estes/Project Manager Thompson Sr.)

Project Manager Thompson Sr. stated that repair of the slide gate was included with the dredging and outlet structure work at Palmdale Lake; that repairs proved to be ineffective; that a new slide gate has been ordered and will be installed during annual treatment plant maintenance; and that this work is budgeted.

5.5) Status on Area-Wide Wi-Fi System in Conjunction With Other Local Agencies. (General Manager LaMoreaux)

General Manager LaMoreaux stated that a meeting to discuss area-wide Wi-Fi was held in August, and representatives of Verizon and TimeWarner attended providing presentations; that a kick-off meeting was held yesterday for the Palmdale School District's Footsteps to Learning Program, which is the reason for the Wi-Fi; and that the District will help publicize the Footsteps to Learning Program.

5.6) Other.

There were no additional information items.

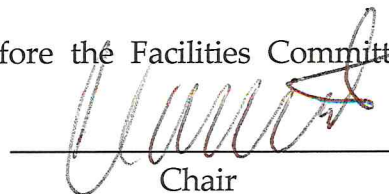
6) Board Members' Requests for Future Agenda Items.

There were no requests for future agenda items.

It was stated that the next Facilities Committee meeting will be held November 5, 2015 at 10:00 a.m.

7) Adjournment.

There being no further business to come before the Facilities Committee, the meeting was adjourned at 10:53 a.m.


Chair

PALMDALE WATER DISTRICT BOARD MEMORANDUM

DATE: May 18, 2016

May 25, 2016

TO: BOARD OF DIRECTORS

Board Meeting

FROM: Mr. Dennis D. LaMoreaux, General Manager

RE: *AGENDA ITEM NO. 8.2 – May, 2016 General Manager Report*

The following is the May report to the Board of activities through April, 2016. It is organized to follow the District's six strategic initiatives adopted for 2016 and is intended to provide a general update on the month's activities. A summary of the initiatives is as follows:



Water Resource Reliability

2015 Urban Water Management Plan, drought response
Palmdale Regional Groundwater Recharge & Recovery Project
Littlerock Reservoir Sediment Removal Project
Recycled water allocation and use



Organizational Excellence

Maintain formal management/supervisor training and development program
Maintain competitive compensation and benefits package
Employee wellness program; Succession planning
Board/staff events to develop innovative ideas and awards



Systems Efficiency

Water system Master Plan update and related EIR
Reinvestment in aging infrastructure
Investment, implementation, and training plan for new technology
Computerized maintenance management software (CMMS)



Financial Health and Stability

Pursue Federal and State funding opportunities
Sustainable and balanced rate structure
Maintain adequate reserve levels
Maintain high level bond rating



Regional Leadership

Create a regional best practices Antelope Valley partnership
Enhance community partnerships and expand school programs in water education
Emphasize the importance and long history of the District as a community asset
Continue to evaluate District internship needs



Customer Care and Advocacy

Customer Care accessibility through automation
Evaluate, develop, and market additional payment options
Improve customer account management tools
Enhance customer experience through assessment of infrastructure, processes, and policies to maximize the customer care experience

This report also includes charts that show the effects of the District's efforts in several areas. They are now organized within each strategic initiative and include status in complying with the State Water Resources Control Board's (SWRCB) conservation emergency orders, 20 x 2020 status, the District's total per capita water use trends, 2016 water production and customer use graph, mainline leaks, and the water loss trends for both 12 and 24 month running averages.



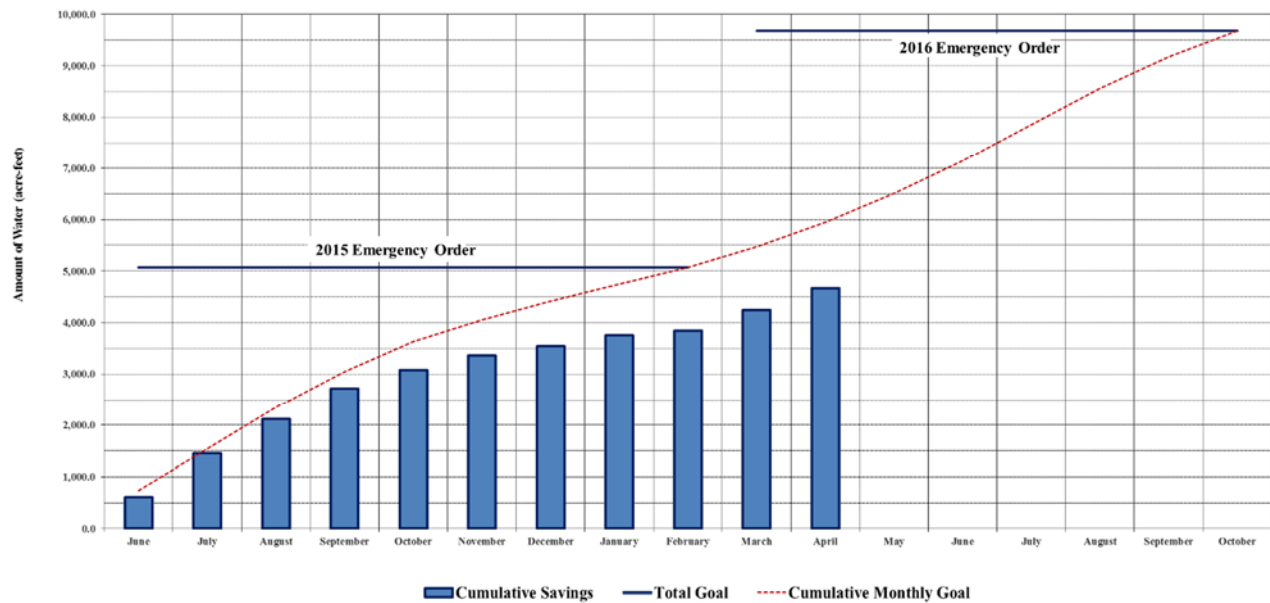
Water Resource Reliability

This initiative includes conservation efforts, water supply projects, and water planning. Recent highlights are as follows:

2015 and 2016 SWRCB Emergency Drought Orders

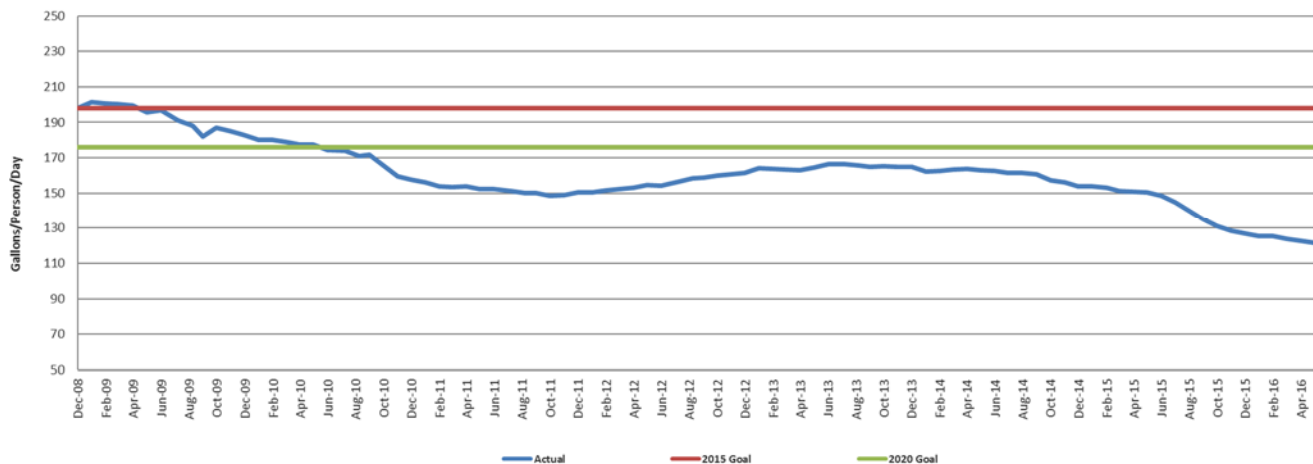
- The District customers' cumulative water saving from June to the end of April as compared to 2013 is 24.6% versus the SWRCB goal of 30.1%. The 30.1% is a combination of the 2015 and 2016 Emergency Order reduction requirements of 32% and 28%, respectively. The full time period of the Emergency Orders is shown on the chart titled "PWD SWRCB Emergency Order Water Production Status," puts the District into the 1% to 5% below goal range, and will likely result in a written notice from the SWRCB. The written notice will likely suggest and/or recommend actions that the District has already taken. The April numbers alone show a 25.6% savings. This amount, 426 AF, is the largest monthly amount since 597 AF was saved in September, 2015.

PWD SWRCB Emergency Orders Water Production Reduction Status (2015-2016)



The District's long-term conservation efforts can easily be seen in the chart titled "PWD 12-Month Running Average Total Per Capita Water Use." The current TGPCD is 124. **The District's customers have actually cut their water use by nearly 45% from the baseline number of 220.** The "Historic R-GPCD Comparison" shows that the District's customers have reached 92.5 R-GPCD in April, 2016.

PWD 12-Month Running Average Total Per Capita Water Use



Historic R-GPCD Comparison*

Emergency Order Period	2007		2013		2015/16	
	Gallons	% Change	Gallons	% Change	Gallons	% Change
June	239.8	-	170.9	(28.7)	126.3	(47.3)
July	267.6	-	184.7	(31.0)	121.8	(54.5)
August	261.1	-	180.0	(31.0)	133.0	(49.0)
September	198.9	-	164.5	(17.3)	120.1	(39.6)
October	157.7	-	130.2	(17.4)	104.4	(33.8)
November	130.2	-	100.4	(22.9)	79.8	(38.7)
December	88.2	-	80.4	(8.9)	67.0	(24.0)
January	103.8	-	77.1	(25.8)	61.0	(41.2)
February	106.1	-	79.2	(25.4)	70.0	(34.0)
March	144.5	-	105.8	(26.8)	76.2	(47.2)
April	169.3	-	124.4	(26.5)	92.5	(45.4)
May	204.4	-	145.3	(28.9)		
June	239.8	-	170.9	(28.7)		
July	267.6	-	184.7	(31.0)		
August	261.1	-	180.0	(31.0)		
September	198.9	-	164.5	(17.3)		
October	157.7	-	130.2	(17.4)		
Averages**	169.7		127.1	(23.8)	95.7	(41.4)

Notes: * All R-GPCD Calculated using 2015 Emergency Order Method
% Change is calculated from 2007

** Months to date only

20% by 2020 12-Month Average Total GPCD Baseline = 220
2015 12-Month Average Total GPCD Goal = 198
2020 12-Month Average Total GPCD Goal = 176
Current 12-Month Average Total GPCD = 121 or 45% Reduction

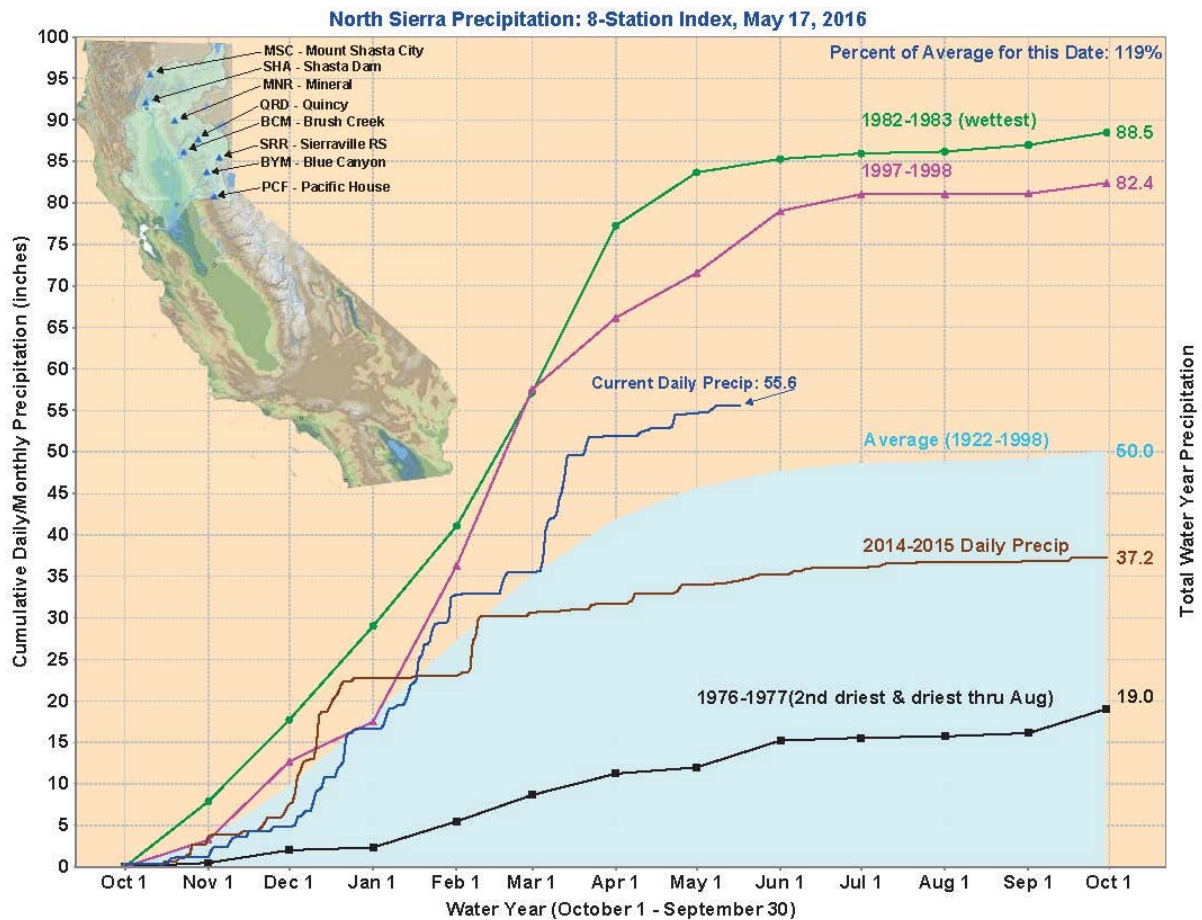
The SWRCB is holding a hearing today to potentially adopt new regulations for the remainder of this drought. Generally, there is a proposed shift of determining conservation goals to public water agencies based on their assessment of water resources available over the next three years. Any changes adopted today will likely mean a new resolution will be drafted and presented to the Board for consideration in June. There will also be efforts throughout summer to educate our customers about the changes. The education will emphasize reducing outdoor water usage while also reassuring customers whose water use is within Tier 1, indoor allocation, that they are doing their part to meet the State requirement. The following table shows the Board of Directors' personal efforts and leadership:

2015 & 2016 Emergency Drought Order Period Water Usage Status of PWD Directors

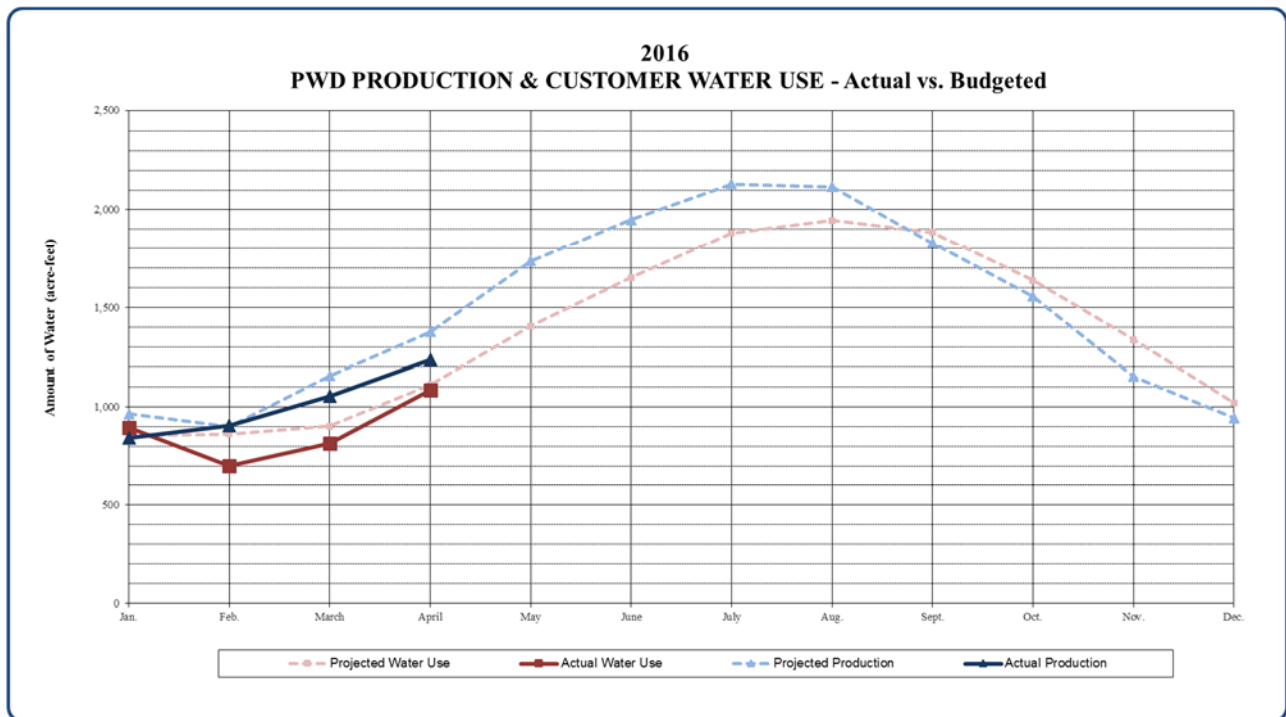
Division	Director	Tier 1 Comparison			% Change from 2013
		Average Tier 1 (Units/Mo.)	Emer. Order Average (Units/Mo.)	Aver. Within Tier 1?	
1	Alvarado	10	4.2	Yes	-51.5
2	Estes	22	3.3	Yes	-36.5
3	Henriquez	10	5.2	Yes	-12.7
4	Mac Laren	10	8.7	Yes	73.3
5	Dino	10	4.5	Yes	-78.4

2016 Water Supply Information

- The staff has planned water resources for 2016 based on the current State Water Project allocation of 60%. The March set of storms in northern California led to the increased allocation. Today's Northern Sierra Precipitation 8-Station Index shows 55.6 inches. This is higher than the 2014-2015 precipitation amount of 37.2 inches and exceeds the 1922-1998 average of 50.0 inches.



- Water and Energy Resources staff prepared a plan for 2016 that incorporates available water the anticipated water usage. The following graph shows January through April actual amounts and monthly projections for both production and consumption, based on the prior five years of actual monthly information, for the entire year.



Other Items

- The Littlerock Reservoir Sediment Removal Project Draft Environmental Impact Report/Environmental Impact Statement (EIR/EIS) is published in the Federal Register. The public review period now runs through the end of June, 2016. A public meeting/workshop will be held on May 19th from 6:00 to 9:00 pm as an opportunity for public comment.
- The public review of the Draft California Environmental Quality Act (CEQA) EIR for the Palmdale Regional Groundwater Recharge and Recovery Project is complete, and the comments received are being reviewed and addressed. The Preliminary Design Report and the Title 22 Report have been prepared and submitted to the appropriate agencies for review. The Blue-Ribbon panel had another meeting to discuss the project and will meet again soon.

- Kennedy/Jenks and staff are currently preparing the 2015 Urban Water Management Plan. The deadline for submitting the report is June 30, 2016. A special Board meeting is scheduled for June 1, 2016 for the required public hearing.



Organizational Excellence

This initiative includes efforts to restructure staff duties and activities to more efficiently provide service to our customers. Recent highlights are as follows:

- The transition to electronic time keeping is nearing completion and is planned to be fully used in the third quarter of 2016.
- Regular small group meetings with management were started and will continue on a regular basis to follow-up on the 2015 Cultural Survey.
- The 2016 Strategic Plan Update was approved by the Board at the January 13, 2016 meeting. The boardroom posters and brochure are now complete.

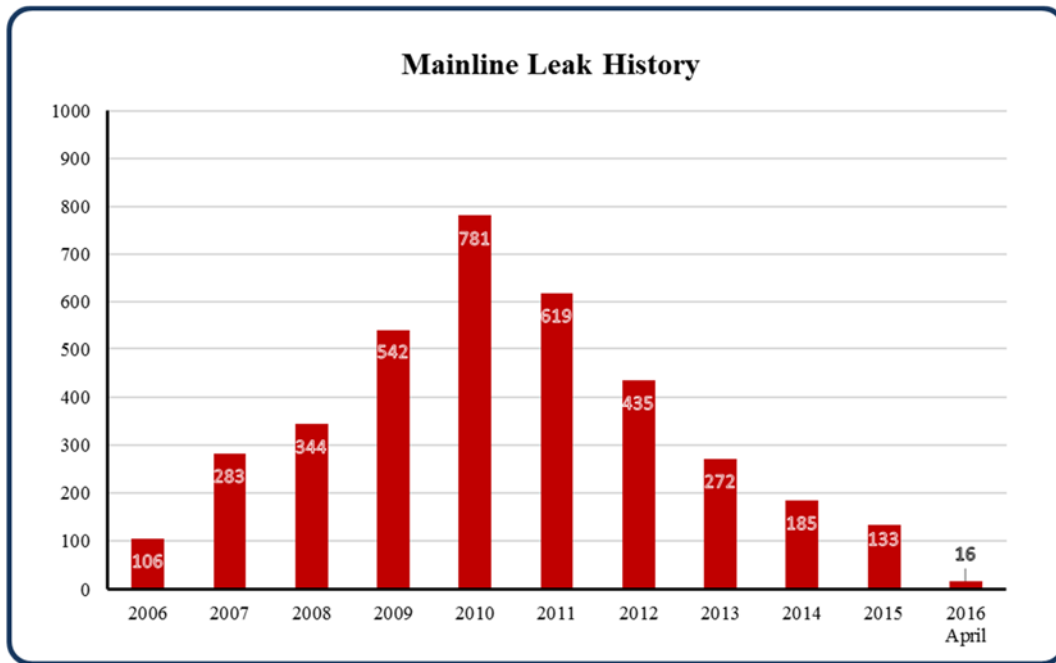


Systems Efficiency

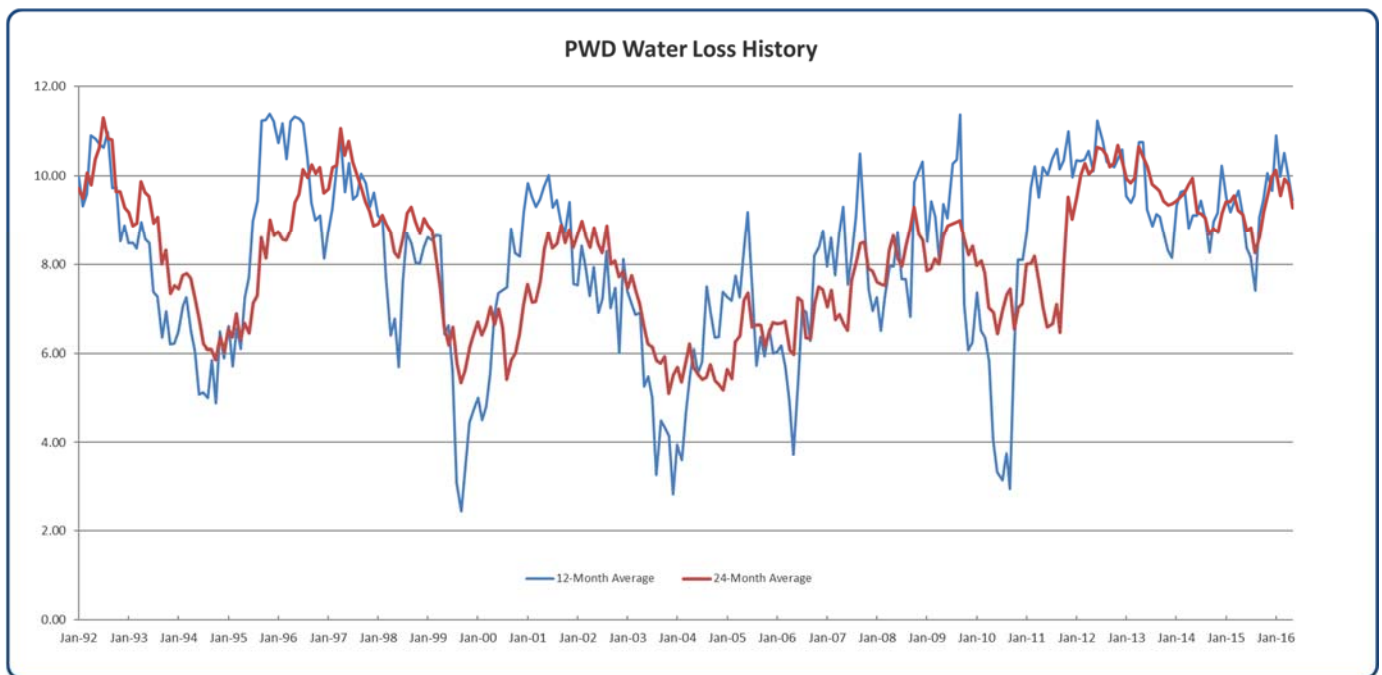
This initiative largely focuses on the state of the District's infrastructure. Recent highlights are as follows:

- Installation of the long awaited security upgrades for the headquarters and maintenance areas is nearing completion.
- New water main replacement projects are under design within the funds available in the 2016 Budget to continue the District's efforts to maintain the water system. The effects of the District's past efforts in replacing failing water mains can be seen in the reduced number of mainline leaks. This is illustrated in the chart titled "Mainline Leak History." The total for 2015 was slightly above, 133 vs. 106, the numbers for 2006. This is a vast improvement from 2010's number of 781 mainline leaks. 2016 is off to a good start with a total of 16 mainline leaks through the end of April.

The next replacement project will be in El Camino Drive south of Lakeview Drive. The material purchase was approved by the Board and staff is preparing for the work.



- The effect of both water main and water meter replacement is shown on the chart titled “PWD Water Loss History.” It has been adjusted to reflect the District’s water production and consumption separate from the water treated on behalf of AVEK. The percentage of unaccounted water or water loss is stabilized at slightly less than 10%.





Financial Health and Stability

- The 2016 Budget was approved by the Board of Directors and has been distributed. The Finance Committee has now resumed meeting on a regular basis to monitor finances and consider a long-term approach to financial planning.
- Engineering staff has successfully applied for planning grant funding for the Palmdale Regional Groundwater Recharge and Recovery Project and for the Phase II pipeline for the Palmdale Recycled Water Authority.
- The 2015 Audit is now complete and was accepted by the Board.



Regional Leadership

This initiative includes efforts to involve the community, be involved in regional activities, and be a resource for other agencies in the area. Recent highlights are as follows:

- Activities of the Palmdale Recycled Water Authority (PRWA) have continued though no Board meetings were held. Topics of action planned for the May 18th Board meeting include compensation for the public Board member and recycled water distribution to the general public.
- Meetings were also held with the Antelope Valley State Water Contractors Association and with staff of other agencies.
- Additional meetings of the Antelope Valley Watermaster Board were recently held to assist the overlying producers in selecting their Board members. The Public Water Suppliers have selected Leo Thibault to be our representative.



Customer Care and Advocacy

This initiative includes efforts to better serve our customers. Recent highlights are as follows:

- The lobby kiosk is continuing to give customers another choice for making a payment at the District office. Despite some minor problems, it has continued to take increasing amounts of customer payments.

- The ability for customers to make payments at 7-Eleven is being setup for the customer's ability to make cash payments at those stores. It is planned to be active and useable by June, 2016.
- The Customer Care Department is continuing to define its role and find ways to better help customers. An advanced training in customer care was recently held. It is a portion of the requirements needed for staff to advance to Customer Care Representative II positions. To date, five CCR have advanced to CCR II.
- Additional panels have been installed and the workstation revisions are now complete. The counter improvements are nearly complete also.
- The Customer Care Supervisor will be giving a presentation to the Board within the next couple months on all the services available to our customers. The Customer Account Technician position in the Finance Department has been filled by an internal candidate.

STAFF CONFERENCE/SEMINAR REPORT FORM

NAME: Richard W. Doubenmier

DATE: 4-27-2016

POSITION: Operations Technician II

CONFERENCE SUMMARY:

• TITLE: Water Treatment Review

• ORGANIZATION: Cal Rural Water Association

• LOCATION AND DATES: Palmdale Water District, 4-20-2016, 4-21-2016

• GENERAL SUBJECT MATTER: Water Treatment Test Review

SESSION/CLASS ATTENDANCE:

CEU EARNED
(HRS): N/A

1)

Water Treatment Review, 4-20-2016

6

2)

Water Treatment Review, 4-21-2016

6

3)

4)

5)

KEY POINTS/BENEFITS RELATING TO WORKGROUP, DEPARTMENT AND/OR OVERALL OPERATIONS:

Benefits to myself and Palmdale Water District by attending this class:

* Refresh knowledge of dosage calculations, chlorination calculations, CT calculations, working with solutions of different % strength and specific gravity, State regulations and general public health requirements and MCL's.

* Review of water treatment plant process from source to tap.

* It is helpful to review aspects of the water treatment process that I am not exposed to on a regular basis to help build on my general knowledge of water treatment and chemical interactions with raw and treated water.

* Helps me to maintain my State Certification required by Palmdale Water District.

I monitor and set distribution dose settings, dose tanks and disinfect Wells. In this Water Treatment Class we reviewed chemical dosage calculations, filtration rate, CT calculations, MGD calculations. this improves my understanding and helps me daily.

REVIEWED BY:

SUPERVISOR: Kelly P. [Signature]

DATE: 5/2/16

DEPARTMENT MANAGER: [Signature]

DATE: 5/2/16

STAFF CONFERENCE/SEMINAR REPORT FORM

NAME: Richard W. Doubenmier

DATE: 4-27-2016

POSITION: Operations Technician II

CONFERENCE SUMMARY:

• TITLE: Well and Pump Engineering Seminar

• ORGANIZATION: SoCalGas

• LOCATION AND DATES: Downey, 4-26-2016

• GENERAL SUBJECT MATTER: Chemical rehabilitation to restore and maintain water Well performance, improving efficiency of motors and pumps, oil lube pumps vs. water flush pumps.

SESSION/CLASS ATTENDANCE:

CEU EARNED
(HRS): N/A

<u>1)</u> Well and Pump Engineering Seminar, 4-26-2016	<input type="text" value="6"/>	<input type="text"/>
<u>2)</u>	<input type="text"/>	<input type="text"/>
<u>3)</u>	<input type="text"/>	<input type="text"/>
<u>4)</u>	<input type="text"/>	<input type="text"/>
<u>5)</u>	<input type="text"/>	<input type="text"/>

KEY POINTS/BENEFITS RELATING TO WORKGROUP, DEPARTMENT AND/OR OVERALL OPERATIONS:

Benefits to myself and Palmdale Water District by attending this class:

* Gaining efficiencies through technology, exposure to new and cutting edge technology and process.

* Learning common mistakes made when designing a Well/pump system.

* The benefits of chemical rehabilitation in conjunction with mechanical rehabilitation.

* Oil lube pumps are on the way out due to health regulations, water flush deep Wells will be common.

* Well rehabilitation that improves efficiency and reduces the risk of damaging the Well.

I work with our Wells on a daily basis, this seminar helped me to have a better understanding of chemical effects on a deep Well during disinfection and rehabilitation that will help me every time I disinfect a Well.

REVIEWED BY:

SUPERVISOR: Kathy A. Jones DATE: 5/2/16

DEPARTMENT MANAGER: [Signature] DATE: 5/2/16

STAFF CONFERENCE/SEMINAR REPORT FORM

NAME: CLAY GIBBONS

DATE: 4-27-16

POSITION: PUMP TECHNICIAN

CONFERENCE SUMMARY:

• TITLE: WATER TREATMENT CERTIFICATION REVIEW

• ORGANIZATION: CALIFORNIA RURAL WATER ASSOCIATION

• LOCATION AND DATES: 2029 E. AVE Q PALMDALE

• GENERAL SUBJECT MATTER: WATER TREATMENT REVIEW GRADES 1-2

SESSION/CLASS ATTENDANCE:

CEU EARNED
(HRS): N/A

1)

WATER TREATMENT CLASS 4-20-16

6

2)

WATER TREATMENT CLASS 4-21-16

6

3)

4)

5)

KEY POINTS/BENEFITS RELATING TO WORKGROUP, DEPARTMENT AND/OR OVERALL OPERATIONS:

PROVIDE KNOWLEDGE AND SKILLS REQUIRED TO OPERATE AND MAINTAIN WATER TREATMENT PLANT.

TO BE AWARE OF NEW ADVANCES AND THE NEED FOR CONTINUOUS TRAINING.

THESE MATERIALS PROVIDE WITH AN UNDERSTANDING OF THE BASIC OPERATIONAL AND MAINTENANCE CONCEPTS FOR WATER TREATMENT PLANT.

TO PROVIDING HIGH QUALITY WATER TO THE DISTRICT AND PUBLIC HEALTH AND SAFETY

TO REVIEW AMATH PROBLEM AND WRITE OUT THE MATH PROBLEM.

TO DETERMINE THE BEST DISINFECTION METHODS FOR THE WATER TREATMENT PLANT.

REVIEWED BY:

SUPERVISOR: 

DATE: 5/2/16

DEPARTMENT MANAGER: 

DATE: 5/2/16

STAFF CONFERENCE/SEMINAR REPORT FORM

NAME: Christina Kosick

DATE: 5/16/16

POSITION: Customer Account Technician

CONFERENCE SUMMARY:

- TITLE: Payroll Law
- ORGANIZATION: National Seminars Training
- LOCATION AND DATES: Palmdale Ca 5/12/16
- GENERAL SUBJECT MATTER: Payroll Laws and procedures

SESSION/CLASS ATTENDANCE:

CEU EARNED
(HRS): N/A

1	5/12/16 8:15 - 4:00	8	
2			
3			
4			
5			

KEY POINTS/BENEFITS RELATING TO WORKGROUP, DEPARTMENT AND/OR OVERALL OPERATIONS:

The class was a great jump start for me to learn about payroll laws as we are taking over payroll in finance.

The topics included proper overtime calculations, everything that needs to be included in payroll (i.e. monetary gifts or bonuses for work done), as well as calculations of on call employees. We also learned what auditors will look for as well questions and answers from others in the field with real world problems. We received information on wage attachment priorities and ideas on how to reduce the company's average cost per check by over 1% over the next year.

REVIEWED BY:

SUPERVISOR:

DATE:

DEPARTMENT MANAGER:

DATE:

5/18/16
5/18/16

STAFF CONFERENCE/SEMINAR REPORT FORM

NAME: Dennis Hoffmeyer

DATE: 5/18/2016

POSITION: Accounting Supervisor

CONFERENCE SUMMARY:

• TITLE: The Payroll Law Seminar

• ORGANIZATION: SkillPath NST

• LOCATION AND DATES: Holiday Inn (Palmdale, CA) on 5/12/2016

• GENERAL SUBJECT MATTER: Changes and updates related to payroll processing as it relates to both Federal and State Department of Labor requirements.

SESSION/CLASS ATTENDANCE:

CEU EARNED
(HRS): N/A

1			
2			
3			
4			
5			

KEY POINTS/BENEFITS RELATING TO WORKGROUP, DEPARTMENT AND/OR OVERALL OPERATIONS:

This class served as a review and refresher of payroll law with the majority of the focus on exempt/non-exempt classification, overtime, deductions and garnishments, and independent contractor vs. employee. There was also a discussion on how the Department of Labor (DOL) will have and increase in audits of medium to large employers related these rules starting in 2016.

Areas that I found insightful were related to how payroll deductions are not enforceable by law. Agreements as they relate to property deductions can not be done in the State of California that benefit the employee. Employee deductions that are voluntary can be collected at the time of separation as long as the deduction states that it will be paid in full.

And the final area is how overtime should be calculated as it relates to included bonus payments if they are nondiscretionary.

** I also received a CD that contains helpful reference charts as well as the DOL publication 778 that will be reviewed.

REVIEWED BY:

SUPERVISOR: _____

DATE: _____

DEPARTMENT MANAGER: 

DATE: 5/18/16