



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

September 18, 2024

BOARD OF DIRECTORS

W. SCOTT KELLERMAN
Division 1

DON WILSON
Division 2

CYNTHIA SANCHEZ
Division 3

KATHY MAC LAREN-GOMEZ
Division 4

VINCENT DINO
Division 5

**AGENDA FOR REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE PALMDALE WATER DISTRICT
TO BE HELD AT 2029 EAST AVENUE Q, PALMDALE
MONDAY, SEPTEMBER 23, 2024
6:00 p.m.**

NOTES: To comply with the Americans with Disabilities Act, to participate in any Board meeting please contact Danielle Henry at 661-947-4111 x1059 at least 48 hours prior to a Board meeting to inform us of your needs and to determine if accommodation is feasible.

Additionally, an interpreter will be made available to assist the public in making **comments** under Agenda Item No. 4 and any action items where public input is offered during the meeting if requested at least 48 hours before the meeting. Please call Danielle Henry at 661-947-4111 x1059 with your request. (PWD Rules and Regulations Section 4.03.1 (c))

Adicionalmente, un intérprete estará disponible para ayudar al público a hacer **comentarios** bajo la sección No. 4 en la agenda y cualquier elemento de acción donde se ofrece comentarios al público durante la reunión, siempre y cuando se solicite con 48 horas de anticipación de la junta directiva. Por favor de llamar Danielle Henry al 661-947-4111 x1059 con su solicitud. (PWD reglas y reglamentos sección 4.03.1 (c))

Agenda item materials, as well as materials related to agenda items submitted after distribution of the agenda packets, are available for public review at the District's office located at 2029 East Avenue Q, Palmdale or on the District's website at <https://www.palmdalewater.org/governance/board-activity/2023-meeting-agendas-minutes/> (Government Code Section 54957.5). Please call Danielle Henry at 661-947-4111 x1059 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 conduct its meeting will not be permitted, and offenders will be requested to leave the meeting. (PWD Rules and Regulations, Appendix DD, Sec. IV.A.)

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

- 1) Pledge of Allegiance/Moment of Silence.
- 2) Roll Call.
- 3) Adoption of Agenda.
- 4) Public Comments for Non-Agenda Items.



- 5) Presentations:
 - 5.1) None at This Time.
- 6) Action Items - Consent Calendar (The public shall have an opportunity to comment on any action item on the Consent Calendar as the Consent Calendar is considered collectively by the Board of Directors prior to action being taken.)
 - 6.1) Approval of Minutes of Regular Board Meeting held August 26, 2024.
 - 6.2) Ratification of Payment of Bills for September 9, 2024.
 - 6.3) Payment of Bills for September 23, 2024.
 - 6.4) Approval of Job Description Update for GIS Coordinator Position. (No Budget Impact – Human Resources Director Garcia)
- 7) Action Items – Action Calendar (The public shall have an opportunity to comment on any action item as each item is considered by the Board of Directors prior to action being taken.)
 - 7.1) Consideration and Possible Action on Approval of Amendment No. 2 Revising Exhibit “E” of the Palmdale Fin & Feather Club, Inc. Lease Agreement. (No Budget Impact – Operations Manager Marcinko)
 - 7.2) Consideration and Possible Action on Approval of Resolution No. 24-10 being a Resolution of the Board of Directors of the Palmdale Water District Authorizing the District’s Application for Funding from the Bureau of Reclamation WaterSmart: Title XVI Congressionally Authorized Water Reclamation and Reuse Projects for Federal Fiscal Year 2024 for the Pure Water Antelope Valley Project. (\$30,000,000.00 Potential Revenue – Acting Assistant General Manager Rogers)
 - 7.3) Consideration and Possible Action on the Purchase of Two Sodium Hypochlorite Units from De Nora Water Technologies, LLC. (\$167,000.00 – Not-to-Exceed – Budgeted – Facilities Manager Wall)
 - 7.4) Adjourn to Palmdale Water District Annual Meeting of the Public Facilities Corporation. (President Mac Laren-Gomez)
 - 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 2024 Budget:
 - a) United Water Conservation District’s 2024 Water Sustainability Summit to be held October 17, 2024 in Oxnard, CA.
- 8) Information Items:
 - 8.1) Reports of Directors:
 - a) Standing Committees; Organization Appointments; Agency Liaisons:
 - 1) Antelope Valley East Kern Water Agency (AVEK) Meeting – August 27. (Director Dino, Board Liaison/President Mac Laren-Gomez, Alt.)

- 2) Palmdale Fin & Feather Club Meeting – September 21. (Director Wilson/Director Kellerman, Alt.)
- 3) Finance Committee Meeting – September 17. (Director Wilson, Chair/Director Kellerman/Director Sanchez, Alt.)
- 4) Special Districts Association of North Los Angeles County (SDANLAC) Board Meeting – September 18. (Director Dino, CSDA Chapter President)
- b) General Meetings Reports of Directors.
- 8.2) Report of General Manager.
 - a) Department Activity Updates:
 - 1) Human Resources Department. (Human Resources Director Garcia)
 - b) September 2024 Written Report of Activities through August 2024.
 - 8.3) Report of General Counsel.
- 9) Board Members' Requests for Future Agenda Items.
- 10) Adjournment.



DENNIS D. LaMOREAUX,
General Manager

DDL/dh



BOARD MEMORANDUM

DATE: September 23, 2024
TO: BOARD OF DIRECTORS
FROM: Mrs. Angelica Garcia, Human Resources Director
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: *APPROVAL OF JOB DESCRIPTION UPDATE FOR GIS COORDINATOR POSITION. (NO BUDGET IMPACT – HUMAN RESOURCES DIRECTOR GARCIA)*

Recommendation:

Staff recommends that the Board approve the changes to the GIS coordinator job description.

Alternative Options:

The Board can choose not to approve this recommendation.

Impact of Taking No Action:

The current job description may restrict the pool of candidates for the GIS Coordinator position.

Background:

The GIS Coordinator position currently requires 11 certifications for an individual to be fully competent in this role. In preparation for a recruitment campaign due to an upcoming retirement, it is recommended to ease the certification requirements. The proposed changes would give new hires a specified time frame to obtain certain certifications and remove 2 certifications from the existing requirements.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 2 – Organizational Excellence.

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

Budget:

This item has no budget impact.

Supporting Documents:

- Redline job description
- Final Version job description

GIS COORDINATOR

FLSA Status: Non-Exempt

JOB SUMMARY

To perform a wide variety of routine to complex technical duties in developing, implementing and supporting the District's geographic information systems (GIS) database; and performs related duties as assigned.

Distinguishing Characteristics

This is the journey level class. Employees at this level receive only occasional instruction or assistance as new, unusual, or unique situations arise and are fully aware of the operating procedures and policies within the work unit. Positions in this class are flexibly staffed.

Supervision Received and Exercised

Receives supervision from the IT Manager.

Examples of Essential Duties

Duties may include, but are not limited to, the following:

- Maintain parcel base map and street center line data.
- Assist in establishing, coordinating, and implementing long-range GIS planning; forecast and analyze system needs.
- Assist users in identifying and meeting their automation needs and developing alternative solutions.
- Assist in planning, preparation, and implementation of GIS related projects.
- Help to create, maintain, and validate GIS layers and attribute data created by staff or vendors. Integrate various data sets with GIS base map layers.
- Prepare technical documentation such as requirement specifications, data definitions and instructional manuals relevant to the functionality and use of GIS software.
- Instruct department personnel on GIS software and prepare course materials as needed.
- Assist in communicating system status and planned upgrades to end users.
- Provide GIS technical support to all levels of staff in response to requests received by the Information Technology Help Desk Support Line.
- Implement and troubleshoot GIS software.
- Coordinate the management of GIS related projects that may reach across multiple departments.
- May act as a liaison with local and state agencies and vendors in the development of programs, policies, guidelines, and service levels related to GIS.
- Responsible for developing and maintaining standards for GIS layers.
- Assist in producing maps to support District needs and prepare customized reports.
- Prepare and review technical designs, maps, drawings, visual aids, and graphic presentation materials related to District facilities projects.

- Using a variety of technical engineering software including computer aided design/drafting (CAD), produce and maintain maps via geographic information systems (GIS); maintain and make adjustments to the District's distribution system hydraulic model.
- Maintain mapping and recording of the District's conveyance and distribution systems and related water facilities.
- Provide database management of maps and records; add new layers, edit documents, or make corrections as needed to document project and engineering/construction history and maintain District mapping records in an up-to-date status.
- Create and run queries and prepare format output for various routine and special reports required by District departments; update programs and systems with patches and service pack releases provided by outsourced vendors.
- Build and maintain positive working relationships with co-workers, other District employees and the public using principles of good customer service.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- Advanced computer software applications such as CAD and ESRI ArcGIS.
- Relational database structure.
- Basic network operations.
- Global Positioning System (GPS)
- Property research and real property legal descriptions.
- District policies and procedures, engineering standards, and pertinent local, State, and Federal laws, ordinances and rules.
- Principles and practices of technical report writing and data presentation.
- Principles of algebra, geometry, and trigonometry.
- Basic surveying practices and related equipment.
- Principles and practices of recordkeeping.
- Microsoft software used in word processing, spreadsheet, and database applications.
- Web and GIS application development using HTML, Active Server Pages (ASP), Python and ESRI plug ins.
- English usage, spelling, punctuation, and grammar.
- Principles and practices of good customer service.
- Use a variety of computer software to maintain databases and records.
- Maintain and update a variety of electronic and hardcopy files.
- Learn District policies and procedures and engineering standards.
- Learn principles and practices of property research, including boundary determination and land title examination.
- Work outside under a variety of climatic and geographic conditions.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Ability to:

- Work independently or as a team member.
- Work on multiple projects, multitask.
- Maintain work effectiveness and meet deadlines with frequent changes in workload and priority of assignment while keeping affected parties apprised of progress.
- Establish and maintain effective working relationships with District staff, external customers and vendors.
- Exercise independent judgment to identify and resolve problems effectively and efficiently without supervision.
- Communicate clearly and concisely, both orally and in writing highly technical content in terminology easily understood by the end user.
- Utilize knowledge of production systems to minimize downtime during the deployment of new software or update.
- Quickly adapt to, learn, and apply new technologies as they may be applied to GIS applications.
- Maintain a high degree of confidentiality while working with privileged, sensitive, and highly personal information.
- On a continuous basis, know and understand all aspects of the job; intermittently analyze work papers, reports, and special projects; research, identify and interpret technical and numerical information, including engineering calculations; observe and problem solve operational and technical policy and procedure; and explain regulations and procedures to others.
- ~~On a continuous basis, sit at desk for long periods of time; intermittently stand at counter; walk, bend, twist, squat, and kneel while performing field work; twist to reach office equipment surrounding desk; perform simple and power grasping, pushing, pulling and fine manipulation; use telephone and write or use a keyboard to communicate through written means; and lift or carry weight up to 25 pounds.~~
- Perform mathematical calculations with speed and accuracy.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience

~~Seven-Three~~ years of increasingly responsible experience in GIS operations and maintenance including analysis, design, support, training, and documentation; including three years providing technical and functional supervision over assigned personnel.

Working with ESRI utility network is highly desirable.

Training

Equivalent to a Bachelor's degree from an accredited college with an emphasis in GIS or a closely related field and specialized certifications applicable to current trends in GIS.

Major course work in relational database management is highly desirable. ESRI training and certifications required.

License and Certificate

- Possession of, or ability to obtain, a valid California Driver's License.
- Ability to obtain Microsoft Certification within six (6) months.
- Current CompTIA A+ certification, Linux + certification,
- Ability to obtain Network+ certification within one (1) year
- Ability to obtain Security + certification within 18 months.
- ~~CCNA Certification.~~
- VMware Certification.
- Desktop Certified Associate Certification and Desktop Certified Professional Certification required.
- Enterprise Associate and Professional Certification required.
- Ability to obtain Developer Entry and Associate Certification within 90 days.

PHYSICAL REQUIREMENTS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, lifting, dragging, and pushing documents, repetitive hand movement and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near vision in reading correspondence, statistical data and using a computer. Acute hearing is required when providing phone and personal service; ~~Lift or carry weight~~ The need to lift, drag, and push files, paper, and documents weighing up to 25 pounds ~~also is required~~. Additionally, the incumbent in this position works outdoors in all weather conditions, including wet, hot and cold with extreme sun exposure. Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

Approved: ~~July 26, 2024~~ September 23, 2024

I have reviewed this job description with my supervisor and agree with its contents.

Employee Signature

Date

Supervisor Signature

Date

The specific statements shown in each section of this job description are not intended to be all-inclusive. They represent typical elements and criteria necessary to successfully perform the job.

GIS COORDINATOR

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- Prepare technical documentation such as requirement specifications, data definitions and instructional manuals relevant to the functionality and use of GIS software.
- Instruct department personnel on GIS software and prepare course materials as needed.
- Assist in communicating system status and planned upgrades to end users.
- Provide GIS technical support to all levels of staff in response to requests received by the Information Technology Help Desk Support Line.
- Implement and troubleshoot GIS software.
- Coordinate the management of GIS-related projects that may reach across multiple departments.
- May act as a liaison with local and state agencies and vendors in the development of programs, policies, guidelines, and service levels related to GIS.
- Responsible for developing and maintaining standards for GIS layers.
- Assist in producing maps to support District needs and prepare customized reports.
- Prepare and review technical designs, maps, drawings, visual aids, and graphic presentation materials related to District facilities projects.

- Use a variety of technical engineering software including computer-aided design/drafting (CAD), produce and maintain maps via GIS; maintain and make adjustments to the District's distribution system hydraulic model.
- Maintain mapping and recording of the District's conveyance and distribution systems and related water facilities.
- Provide database management of maps and records; add new layers, edit documents, or make corrections as needed to document project and engineering/construction history and maintain District mapping records in an up-to-date status.
- Create and run queries and prepare format output for various routine and special reports required by District departments; update programs and systems with patches and service pack releases provided by outsourced vendors.
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- Perform related duties as assigned.

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Knowledge of:

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- Global Positioning System (GPS).
- Property research and real property legal descriptions.
- District policies and procedures, engineering standards, and pertinent local, State, and Federal laws, ordinances, and rules.
- Principles and practices of technical report writing and data presentation.
- Principles of algebra, geometry, and trigonometry.
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- Maintain and update a variety of electronic and hardcopy files.
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- Work on multiple projects, multitask.
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- Communicate clearly and concisely, both orally and in writing, highly technical content in terminology, easily understood by the end user.
- Utilize knowledge of production systems to minimize downtime during the deployment of new software or update.
- Quickly adapt to learn and apply new technologies as they may be applied to GIS applications.
- Maintain a high degree of confidentiality while working with privileged, sensitive, and highly personal information.
- On a continuous basis, know and understand all aspects of the job; intermittently analyze work papers, reports, and special projects; research, identify and interpret technical and numerical information, including engineering calculations; observe and problem solve operational and technical policy and procedure; and explain regulations and procedures to others.
- Perform mathematical calculations with speed and accuracy.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience

Three years of increasingly responsible experience in GIS operations and maintenance, including analysis, design, support, training, and documentation; including three years of providing technical and functional supervision over assigned personnel. Working with ESRI utility network is highly desirable.

Training

Equivalent to a bachelor's degree from an accredited college with an emphasis in GIS or a closely related field and specialized certifications applicable to current trends in GIS. Major course work in relational database management is highly desirable. ESRI training and certifications required.

License and Certificate

- Possession of, or ability to obtain, a valid California Driver's License.
- Ability to obtain Microsoft Certification within six (6) months.
- Current CompTIA A+ certification.

- Ability to obtain Network+ certification within one (1) year.
- Ability to obtain Security+ certification within 18 months.
- VMware Certification.
- Desktop Certified Associate Certification and Desktop Certified Professional Certification required.
- Enterprise Associate and Professional Certification required.
- Ability to obtain Developer Entry and Associate Certification within 90 days.

PHYSICAL REQUIREMENTS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, lifting, dragging, and pushing documents; repetitive hand movement and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near vision in reading correspondence, statistical data and using a computer. Acute hearing is required when providing phone and personal service. Lift or carry up to 25 pounds of weight. Additionally, the incumbent in this position works outdoors in all weather conditions, including wet, hot and cold with extreme sun exposure. Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodation.

Approved: September 23, 2024

I have reviewed this job description with my supervisor and agree with its contents.

Employee Signature

Date

Supervisor Signature

Date

The specific statements shown in each section of this job description are not intended to be all-inclusive. They represent typical elements and criteria necessary to successfully perform the job.



BOARD MEMORANDUM

DATE: September 23, 2024
TO: BOARD OF DIRECTORS
FROM: Mr. Joe Marcinko, Operations Manager
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: *CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF AMENDMENT NO. 2 REVISING EXHIBIT "E" OF THE PALMDALE FIN & FEATHER CLUB, INC. LEASE AGREEMENT. (NO BUDGET IMPACT – OPERATIONS MANAGER MARCINKO)*

Recommendation:

Staff recommends the Board approve Amendment No. 2 to the District's Palmdale Fin & Feather Agreement dated May 25, 2016 revising Exhibit "E" regarding PWD requirements for club memberships.

Alternative Options:

The District can keep the membership options the same or request to change the employee membership options.

Impact of Taking No Action:

The membership options would remain the same as they are now.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 2 – Organizational Excellence.

A Fin & Feather Club honorary membership for employees is both a benefit to be able to enjoy the local resource and an opportunity to develop a natural bonding and relationship with the precious resource that is the backbone of PWD – Water.

Background:

The Palmdale Water District (PWD) is the owner of Lake Palmdale (Lake) and certain land contiguous to and surrounding the Lake. The Fin & Feather Club (Club) has historically operated the Club for fishing, hunting, and other recreational purposes at the Lake and is currently under a lease agreement with the District since May 25, 2016. There are provisions in the original Agreement (contained in Exhibit "E"), that allow for PWD Directors and specific PWD Management positions to obtain "Honorary" memberships to the Club. An Amendment to the Agreement was made on February 10, 2020 and replaced Exhibit E. This new Amendment, Amendment No. 2, also changes the membership options by replacing Exhibit E with new provisions for membership.

September 23, 2024

The Lake is a unique resource in the Antelope Valley for people to have and it is the belief of the Club's management that all PWD employees should have the opportunity to use and enjoy it. On August 17, 2024, the Club's Board of Directors approved modifying the memberships for PWD's Directors, employees, and retirees. The proposed changes are:

- 1) Any PWD employee who has been employed for one year or more, but also is in good standing with PWD, may get an honorary membership with the Club.
- 2) All PWD Board members get an honorary membership.
- 3) Any retired PWD employee may pay the local dues to get Club membership.

To coordinate with the Club on the employees that qualify for memberships, at the beginning of each renewal season (October), PWD will send a list of employees to the Club's Management.

Budget:

There is no impact on the Budget from this action.

Supporting Documents:

- May 25, 2016 Amended and Restated Lease Agreement By and Between Palmdale Water District and Palmdale Fin & Feather Club, Inc.
- Amendment No. 1 Revising Exhibit "E" of May 25, 2016 Lease Agreement By and Between Palmdale Water District and Palmdale Fin & Feather Club, Inc. dated February 10, 2020
- Fin & Feather Club Membership Board Approval Dated August 17, 2024

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: 5-25-16


By: Robert E Alvarado
Robert E. Alvarado, Board President

ATTEST:

By: 
~~Joe Estes, Board Secretary~~ **VINCENT DINO, VICE PRESIDENT**

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"

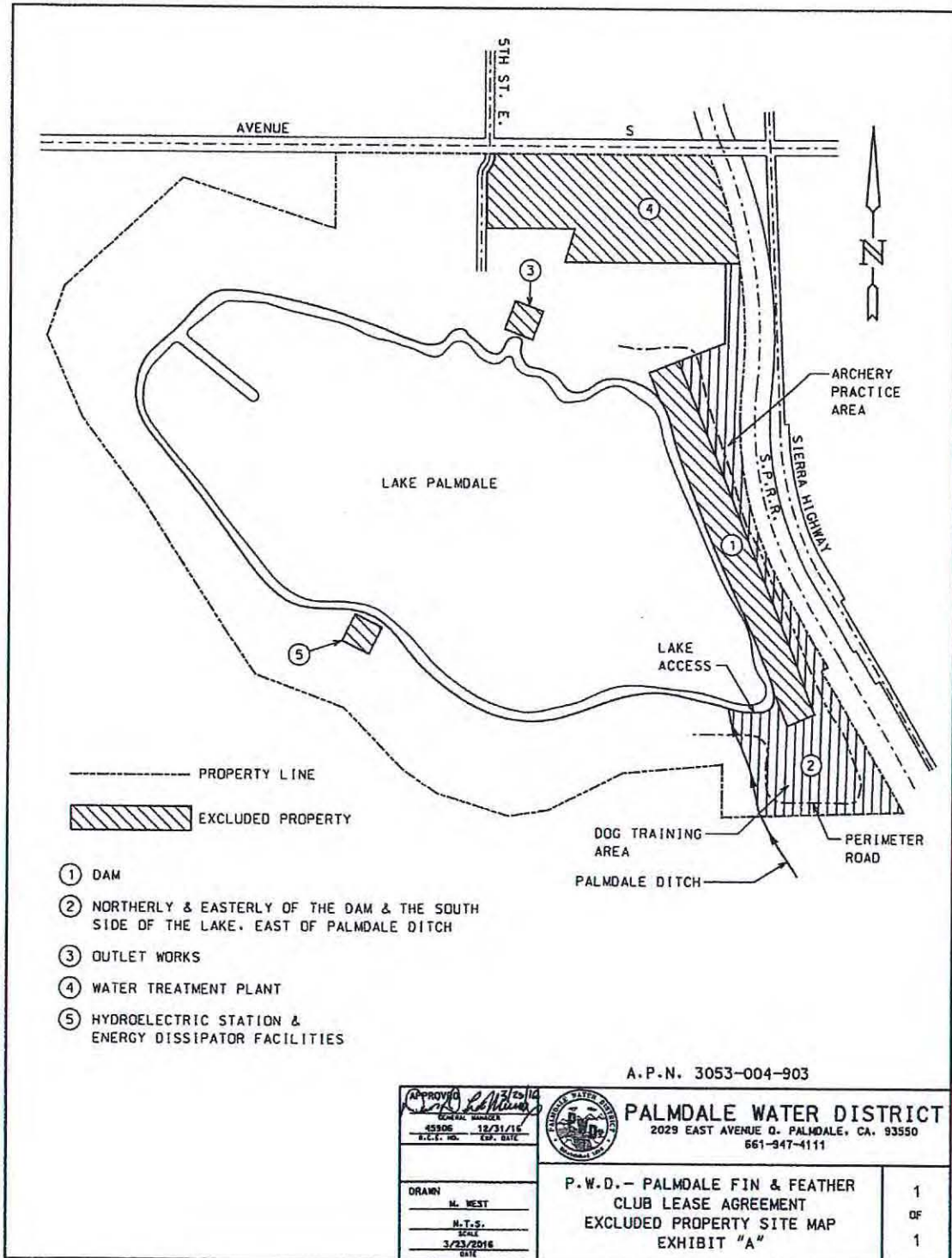


Exhibit "B"

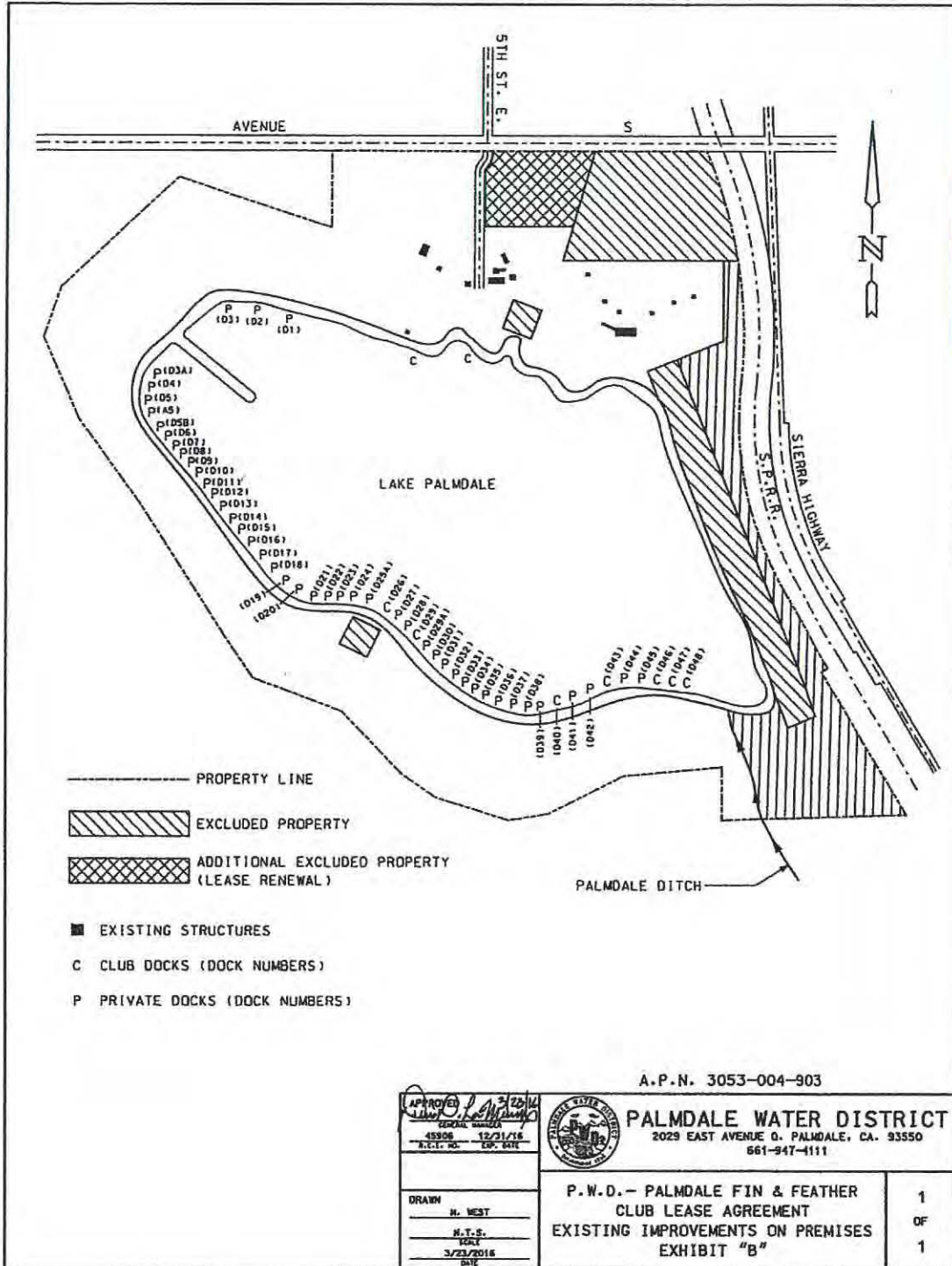


Exhibit "C"

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.

AMENDMENT NO. 1
REVISING EXHIBIT "E"

of

May 25, 2016

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)

Approved: February 10, 2020
date

Exhibit "E"

HONORARY AND VOLUNTARY MEMBERSHIPS

A Fin and Feather Honorary Membership will be offered to the elected Palmdale Water District Board of Directors, management, and minimum 5-year, career-status employees. Any other employees who have worked for the District less than 5-years will be offered a Volunteer Membership based upon 24 volunteer hours worked at various Club events, as directed by the Fin and Feather Board; not-to-exceed a total of one-hundred (100) active Palmdale Water District Directors and employees.

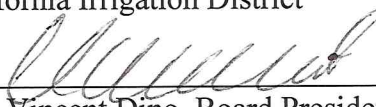
Retired employees having served the District for 15+ years may also be offered a Volunteer Membership based upon 24 volunteer hours worked at various Club events, as directed by the Fin and Feather Board. This is also limited due to availability of Club Honorary and Volunteer Memberships, and the Club may require them to pay a membership fee equal to the amount for that of a renewing PWD resident membership fee.

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.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment No. 1 replacing Exhibit "E," in its entirety, previously approved in the May 25, 2016 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):

"LESSOR"
PALMDALE WATER DISTRICT,
A California Irrigation District


Dated: February 10, 2020

By: 
Vincent Dino, Board President

ATTEST:

By: 
Don Wilson, Secretary

APPROVED AS TO FORM:

By: 
Eric L. Dunn, PWD General Counsel,
Aleshire & Wynder, LLP

"LESSEE"
PALMDALE FIN & FEATHER CLUB, INC.,
A California Non-Profit Corporation

Dated: February 10, 2020

By: 
Joe Beach, President

AMENDMENT NO. 2
REVISING EXHIBIT “E”
of
May 25, 2016
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)

Approved: _____
Date

Exhibit "E"



PHONE: (661)947-2884 EMAIL: Palmdalefinandfeatherclub@gmail.com
POST OFFICE BOX 56 ~ PALMDALE, CA 93550

August 17, 2024

Palmdale Water District / Fin and Feather membership agreement

Any Palmdale Water District employee who's been employed one year or more but also is in good standing with PWD may get an honorary membership at the Fin and Feather Club.

All PWD board members get an honorary membership.

Any retired PWD employee may pay the local dues to get a Fin and father membership.

At the beginning of each renewal season PWD will send over a list of employees who qualify for the honorary membership.

Joe Beard
Dave Allen
Andy Felt
Whe
Ryan...
[Signature]
Ed Pendergast
Faye Rodriguez



BOARD MEMORANDUM

DATE: September 23, 2024

TO: BOARD OF DIRECTORS

FROM: Mr. Scott Rogers, Acting Assistant General Manager

VIA: Mr. Dennis D. LaMoreaux, General Manager

RE: ***CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF RESOLUTION NO. 24-10 BEING A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT AUTHORIZING THE DISTRICT'S APPLICATION FOR FUNDING FROM THE BUREAU OF RECLAMATION WATERSMART: TITLE XVI CONGRESSIONALLY AUTHORIZED WATER RECLAMATION AND REUSE PROJECTS FOR FEDERAL FISCAL YEAR 2024 FOR THE PURE WATER ANTELOPE VALLEY PROJECT. (\$30,000,000.00 POTENTIAL REVENUE – ACTING ASSISTANT GENERAL MANAGER ROGERS)***

Recommendation:

Staff recommends the Board:

1. Approve a resolution for submitting a grant application to the United States Bureau of Reclamation for funding through the Title XVI WIIN Water Reclamation and Reuse Projects Grant Program for Federal Fiscal Year 2024;
2. Approve the grant applications requesting up to \$30 million or 25% of the total eligible costs to complete the design and construction of the Pure Water Antelope Valley Project (Project);
3. Commit to fund its local share of the engineering and construction costs of the Project; and
4. Authorize the General Manager or his designee to sign and transmit the grant application to the United States Bureau of Reclamation.

Alternative Options:

The Board can choose not to apply for the grant funding.

Impact of Taking No Action:

There will be no potential to receive this grant funding.

Background:

Through Title XVI, it provides authority for the Bureau of Reclamation's water recycling and reuse program, titled 'Title XVI.' Through the Title XVI program, Reclamation identifies and investigates opportunities to reclaim and reuse wastewater and impaired ground and surface water in the 17 Western States and Hawaii. Title XVI includes funding for the planning, design, and construction of water recycling and reuse projects in partnership with local government agencies.

September 23, 2024

Many of the State's existing reservoirs can no longer hold the water needed to meet State-wide needs. California's climate patterns have already shifted to reduce total annual water storage; even while heat, drought, wildfire, and population growth have increased water demand. This past decade, entire California communities have repeatedly been left without adequate fresh water, forcing drastic emergency restrictions and expensive emergency water trucking. Every community has reduced per capita consumption, many to painful levels. Unless we significantly increase water storage capacity, California will lose local communities to a lack of fresh water, and ongoing droughts will deepen social vulnerabilities and income disparities in all our communities. The first and hardest hit populations are always our most socially vulnerable: economically disadvantaged communities, immigrant communities, and communities of color.

This project has components that add new water storage by adding nature-based water storage infrastructure combined with an advanced water purification system to put recycled water to the high beneficial use – for human consumption. Title XVI and matching funds will be used to build an advanced water purification facility, injection wells, and related project components. The project will store up to 5,325 acre-feet (AF) of water within the Antelope Valley aquifer.

The Project also aims to directly contribute to California's greenhouse gas (GHG) emissions reduction goals by engaging an innovative brine management technology which utilizes the purification facility's brine to generate a solvent to extract carbon dioxide from the atmosphere via direct air capture. In aqueous form, the carbon dioxide is converted to carbonate which makes it stable for long-term storage. Such conversion also allows precise calculation of carbon dioxide removed to reduce GHG emissions.

The grant application requires that the Board of Directors approve a resolution that the District make a good faith effort to enter into a cooperative agreement for the receipt, and administration of said grant funds and make the commitment of the remaining funding.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 1 – Water Resource Reliability.

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

Budget:

There is no impact on the budget for preparing the Resolution, and the District has the potential to receive grant funding.

Supporting Documents:

- Resolution No. 24-10

RESOLUTION 24-10

RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT AUTHORIZING THE DISTRICT'S APPLICATION FOR FUNDING FROM THE BUREAU OF RECLAMATION WATERSMART: TITLE XVI CONGRESSIONALLY AUTHORIZED WATER RECLAMATION AND REUSE PROJECTS FOR FEDERAL FISCAL YEAR 2024 FOR THE PURE WATER ANTELOPE VALLEY PROJECT

WHEREAS, Palmdale Water District is a municipal water district established pursuant to Section 71000 et seq. of the California Water Code.

WHEREAS, water supply in the Palmdale area is facing a growing list of challenges associated with reductions in allowed groundwater pumping due to groundwater adjudication, regulatory cutbacks on State Water Project deliveries, Bay-Delta instability, climate change, aging infrastructure, and growing population; and

WHEREAS, the United States Department of the Interior, Bureau of Reclamation under the WaterSMART Title XVI Grant makes funding available to qualifying applicants; and

WHEREAS, the Board of Directors of the Palmdale Water District has identified a project that exemplifies the objectives of the WaterSMART Grant in the Pure Water Antelope Valley Project; and

WHEREAS, Palmdale Water District agrees to the administration and cost sharing requirements of the WaterSMART Grant criteria.

NOW, THEREFORE, LET IT BE RESOLVED by the Board of Directors of the Palmdale Water District as follows:

SECTION 1. Palmdale Water District is hereby authorized to receive, if awarded, the WaterSMART: Title XVI for 2024 grant funding in an amount up to \$30,000,000 and will make a good faith effort to enter into a cooperative agreement with Reclamation for the receipt and administration of said grant funds.

SECTION 2. The General Manager, Dennis LaMoreaux, or his designee, is hereby authorized to take any and all action which may be necessary for the completion and execution of the project agreement and to take any and all other action which may be necessary for the receipt and administration of the grant funding in accordance with the requirements of the Bureau of Reclamation.

SECTION 3. This resolution officially becomes a component part of the Palmdale Water District's grant application.

SECTION 4. The Board of Directors has reviewed and supports the application to be submitted.

SECTION 5. Palmdale Water District is capable of providing the amount of funding and/or in-kind contributions specified in the grant application funding plan.

SECTION 6. This Resolution shall be effective as of the date of adoption.

CERTIFICATION

PASSED, APPROVED and ADOPTED by the Board of Directors of the Palmdale Water District this 23rd day of September 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Vincent Dino, Secretary
Board of Directors
Palmdale Water District

Approved as to form:

Aleshire & Wynder, LLP
District Legal Counsel



BOARD MEMORANDUM

DATE: September 23, 2024
TO: BOARD OF DIRECTORS
FROM: Mr. Wendell Wall, Facilities Manager
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: *CONSIDERATION AND POSSIBLE ACTION ON THE PURCHASE OF TWO SODIUM HYPOCHLORITE UNITS FROM DE NORA WATER TECHNOLOGIES, LLC. (\$167,000.00 – NOT-TO-EXCEED – BUDGETED – FACILITIES MANAGER WALL)*

Recommendation:

Staff recommends the purchase of two sodium hypochlorite generators from De Nora Water Technologies, LLC for the replacement of the current 25-year-old unit at Well 15 and the purchase of a sodium hypochlorite generator for the new Well 36.

Alternative Options:

Not replacing the existing unit and not purchasing a new unit for the new water well would result in the District's inability to disinfect the wells' water.

Impact of Taking No Action:

Inability to disinfect well water would be a violation of drinking water standards.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 2 – Organizational Excellence.

Background:

The District currently uses sodium hypochlorite generators at each of our water well sites for disinfection in order to meet the drinking water standards. Well 15's current sodium hypochlorite generator system is over twenty – five years old and needs replacement based on unavailability of spare parts and depreciation. Well 36 is a new District well that requires a sodium hypochlorite generator system for the disinfection of well water.

The sodium hypochlorite generator system replacement at Well 15 will be purchased under Project No. 24-617, and the new Sodium Hypochlorite Generation System at Well 36 will be under Project No. 20-622.

Budget:

These units are budgeted for a total cost not-to-exceed \$167,000.00 including tax and shipping.

Supporting Documents:

- De Nora Water Technologies, LLC Proposal

ClorTec

On-site Sodium Hypochlorite Generation System



Proposal Prepared For:

Palmdale Water District

Model: ClorTec 50-V

Project Name: Palmdale Wells 36 & 15

Proposal Number: P-130771 Q-32893 Rev. 2

Date: 4 September 2024



De Nora Water Technologies, LLC
1110 Industrial Blvd.
Sugar Land, TX 77478
United States of America
Tel: +1 281 240 6770



P-130771 Q-32893 Rev. 2

Date: 4 September 2024
Customer Name: Palmdale Water District
Project Name: Palmdale Wells 36 & 15
Project Location: California
RFQ Reference: E-Mail
Proposal No: P-130771 Q-32893 Rev. 2

Dear Sir/ Madam,

On behalf of De Nora Water Technologies, LLC we are pleased to present our proposal for the Palmdale Wells 36 & 15 project. De Nora Water Technologies - ClorTec technology has been effectively implemented worldwide and we are excited for the opportunity to provide our on-site sodium hypochlorite generation system for this project.

We are proposing our ClorTec 50-V sodium hypochlorite generator producing a minimum of 50 lbs/day solution at 0.8% FAC. The unit enclosure is the same for all De Nora generator in this series - only the electrolytic cell and program parameters differ from one capacity/version to the other. This particular unit capacity range is from 25 lbs/d FAC to 100 lbs/d FAC depending on the electrolytic cell installed.

We have enclosed a detailed proposal for your review and evaluation that has been prepared per your bid request and technical specifications. Please feel free to contact me should you have any questions.

Sincerely,

Emile Musallam
Regional Sales Manager, West
Cell +1 408 309 1549
emile.musallam@denora.com

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This proposal is provided to the Buyer for confidential use in connection with the evaluation of this project. The information provided herein is limited to the specific purpose for which it is submitted. It may not be disclosed to any third parties or be reproduced in any form, without the written permission of the Seller.

It is understood that all of the technical details, specifications and other features of the process and equipment described in this proposal are of a preliminary nature only. The Seller reserves the right to modify, delete, or add to them during completion of detailed engineering. These changes shall be incorporated in the final designs at Buyer’s cost, and further provided that the overall performance and guarantees are maintained.

This proposal will not constitute a binding obligation of Seller until it is accepted by Buyer and a formal agreement is reached between Buyer and Seller and entered into force by written instruments duly signed by the legal representative of each party. This Offer shall be subject to the conditions precedent that: (i) a satisfactory due diligence is carried out by DN on the client, the end user of the products as well as on the other persons and entities involved in the transaction, in adherence with EU and US legislation applicable to business transaction with [name of the country] and (ii) DN receives satisfactory legal advice on the absence of EU and US export control restrictions on the products to be supplied by our company

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1. Scope of Supply

Equipment Description – ClorTec 50-V System

A) Equipment Scope of Supply – Well 36 (New site)

Qty	Description
On-Site Generator (OSG) unit	
One (1)	<p>ClorTec 50-V automatic, wall-mount system rated at 50 lb/day FAC. Each On-Site Generation (OSG) system includes the following components:</p> <ul style="list-style-type: none"> One (1) 50 lbs/day electrolytic cell with power supplies and variable speed brine pump and filter located in a high-density polyethylene (HDPE) enclosure with power supply and controls mounted in a powder-coated cabinet with HDPE panels. Each unit operating voltage: 208-240 VAC, 1 Phase, 26 Amp with AC to DC converters Electrical service: 60 amp thermal magnetic dedicated circuit breaker for each unit Each De Nora MIOX Vault™ series On-Site Generator is controlled by an Allen-Bradley MicroLogix 1400 PLC controller complete with an Allen-Bradley PanelView Plus 600 with a 6" color touch screen. The OSG is supplied pre-installed on a unistrut wall-mounted frame One (1) integrated brine filter, pre-installed on side of bottom enclosure.
Isolation Transformer	
One (1)	Transformer from 240/480 primary supply
Water Chiller	
One (1)	Water Chiller
Spare parts	
One (1)	<ul style="list-style-type: none"> One (1) brine dilution pump assembly Six (6) 5-micron filter cartridges One (1) spare power supply One (1) set assorted fuses One (1) acid wash kit
Brine Tank Retrofit Kit	
One (1)	Brine tank retrofit to convert from Clortec rack

B) Equipment Scope of Supply – Well 15 (Existing MCT site)

Qty	Description
On-Site Generator (OSG) unit	
One (1)	<p>ClorTec 50-V automatic, wall-mount system rated at 50 lb/day FAC. Each On-Site Generation (OSG) system includes the following components:</p> <ul style="list-style-type: none"> • One (1) 50 lbs/day electrolytic cell with power supplies and variable speed brine pump and filter located in a high-density polyethylene (HDPE) enclosure with power supply and controls mounted in a powder-coated cabinet with HDPE panels. • Each unit operating voltage: 208-240 VAC, 1 Phase, 26 Amp with AC to DC converters • Electrical service: 60 amp thermal magnetic dedicated circuit breaker for each unit • Each De Nora MIOX Vault™ series On-Site Generator is controlled by an Allen-Bradley MicroLogix 1400 PLC controller complete with an Allen-Bradley PanelView Plus 600 with a 6" color touch screen. • The OSG is supplied pre-installed on a unistrut wall-mounted frame • One (1) integrated brine filter, pre-installed on side of bottom enclosure.
Isolation Transformer	
One (1)	Transformer from 240/480 primary supply
Water Chiller	
One (1)	Water Chiller
Spare parts	
One (1)	<ul style="list-style-type: none"> • One (1) brine dilution pump assembly • Six (6) 5-micron filter cartridges • One (1) spare power supply • One (1) set assorted fuses • One (1) acid wash kit
Brine Tank Retrofit Kit	
One (1)	Brine tank retrofit to convert from MCT-24



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Technical Services

Engineering & Documentation

- One (1) electronic set of shop drawing & product data submittals.
- One (1) electronic copy of Operation & Maintenance Manual.

Installation Inspection, Start-up & Training

- This proposal excludes field services. If such service is required, it will be priced separately upon request.
- The above listed services must be provided by a De Nora, ClorTec factory trained technician, or a factory authorized third party. Failure to comply will void the warranty. A list of such authorized third parties is available upon request.

Installation Services

- This proposal does not include installation.

IMPORTANT NOTE

In the event that the performance of a contractual obligation hereunder by either party hereto is prevented, restricted, hindered, delayed or interfered with directly or indirectly in connection with the COVID-19 ("Coronavirus") pandemic or similar pandemic or epidemic and/or any measures introduced by any government authority to address such pandemics/epidemics, the party so affected shall be excused from such performance to the extent and for the duration of such prevention, restriction, hindrance, delay or interference, and shall not be liable for any costs or damages.

Each party shall exercise reasonable efforts to resolve any impediment, however, neither Party shall be obligated to incur additional costs of more than 5% of the order value. The party affected should give notice to the other party as soon as practicable of the prevention, restriction, hindrance, delay or interference with its performance.

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2. Pricing

Design Notes, Clarifications and Exceptions

We have proposed our standard on-site generator unit with our standard materials of construction and our standard warranty as listed in this proposal. Our system designs have been developed over years of experience in the marketplace. We have selected robust, industry proven mechanical and electrical components for which replacement and/or spare parts are readily available. In addition, all our systems are factory tested before leaving our facility reducing the time required for commissioning and start-up. De Nora ensures that the performance requirements of this application will not be compromised. Our proposal is the most expedient and economical approach for the system required.

A. Price – Well 36 (New Site)

Item	Qty.	Description	Total Price US\$
1	1	50 lbs/d On-Site Sodium Hypochlorite System Equipment scope of supply is as described in SECTION 1A above. Any items not specifically listed in SECTION 1A are excluded.	\$ 75,000
2	1	Engineering & Documentation Basic standard documentation.	Included
3	0	Freight	Excluded
4	0	Start-Up	Excluded
TOTAL PRICE:			\$ 75,000

B. Price – Well 15 (Conversion from MCT)

Item	Qty.	Description	Total Price US\$
1	1	50 lbs/d On-Site Sodium Hypochlorite System Equipment scope of supply is as described in SECTION 1B above. Any items not specifically listed in SECTION 1B are excluded.	\$ 75,000
2	1	Engineering & Documentation Basic standard documentation.	Included
3	0	Freight	Excluded
4	0	Start-Up	Excluded
TOTAL PRICE:			\$ 75,000

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3. Items Not Included in De Nora Proposal

- Freight/shipping of De Nora-supplied equipment to customer site unless agreed upon in this proposal.
- Loading/unloading of De Nora equipment at customer's site.
- Installation of all De Nora supplied equipment, start-up and training.
- Supply and installation of interconnect piping, power and control wiring between De Nora-supplied equipment.
- Ongoing operation and maintenance of De Nora-supplied equipment.
- Services do not include construction of building enclosure, concrete, civil or site work, obtaining permits, installation of new power distribution, or water service, sewer, or other utility modifications needed to accommodate the system requirements. De Nora service visit (if included in this proposal) should be scheduled when all building site, equipment installation, and other preparation work have been completed and prior to our service engineer's arrival at the job site.
- Pump motor starters if required, unless indicated otherwise on scope of supply description in SECTION 1.
- Dosing/injection system to be powered and controlled by others.
- Clean municipal feed water source. Please refer to the attached OSG specification sheet for feed water flow rate, pressure and temperature requirement. Inlet water and salt must meet the guidelines attached to this proposal for proper electrode operation and efficiency.
- Feed water for water softener regeneration. Consult De Nora for volume of water required for regeneration per day.
- Dedicated power supply to each OSG system. Please refer to the attached specifications sheet for power supply requirements.
- Electrical transformer if site power supply is different than the power supply requirements by De Nora supplied equipment.
- Floor drain to accommodate periodic water softener recharge wastewater.
- PVC/CPVC vent vertical piping from each solution tank's dome to the outside of the facility.
- PVC/CPVC vent vertical piping from each solution tank's Liquid Barrier Down Tube Hydrogen Vent Inlet to the outside of the facility.
- Insulation and heat tracing for De Nora supplied outdoor brine generator and oxidant storage tanks.
- Consumable items including salt, electrical power, and feed water to offered system.
- Heated/cooled facility or building for enclosure of system. Please refer to the attached specifications sheet for ambient temperature requirements.
- Any equipment or service not specifically listed in De Nora scope of supply section of this proposal.
- Federal, state or local sales, use or other taxes are not included in this proposal.
- Import duties, taxes or other related costs.



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4. Terms of Equipment Sale

The price(s) offered in this proposal is/are based on the following terms:

Proposal Validity: This proposal is valid for 30 days from date of submission.

Payment terms: The pricing quoted in this proposal is based on the following payment terms, subject to approval of Customer’s credit.

- 50% Net 30 days upon order acceptance.
- 50% Net 30 days upon shipment.

Equipment release for shipment is contingent on receipt of all due payments.

Shipping Terms: Ex Works Seller’s factory (INCOTERMS 2020)

Submittals: Scheduled delivery of submittals (if required): 4 - 6 weeks after the effective date of the purchase order. The effective date of the purchase order is the date by which the buyer and DNWT have signed the purchase order.

Delivery of Equipment: 10 - 12 weeks for shipping after approval of submittals or after authorization to proceed. Weekly minimum storage fee may apply if shipment is not authorized within 2 weeks after agreed scheduled shipment.

Delivery dates and prices set forth in this proposal are the best estimate of Seller based on the current situation facing the U.S. and other countries due to the spread of COVID-19. Accordingly, delivery dates are approximate, and prices offered may have to be increased due to the negative effects of COVID-19 on international trade, the global supply chain, and the business activities of Seller, its affiliated companies, and its suppliers/partners. Seller expressly reserves the right to modify delivery dates and prices upon prior written notice to Buyer.

Taxes: Federal, State or local sales, use or other taxes are not included in this proposal.

Terms & Conditions: De Nora Water Technologies, LLC and Customer agree that the General Terms and Conditions of Sales set forth at <http://www.denora.com/products.html> (“The Terms”) shall exclusively govern the transactions described or contemplated in this Proposal and any other sales or related transaction between the parties herein, and such Terms are expressly incorporated by reference herein and to any related transaction between the parties. Any additional or different terms or conditions which may appear in any communication from Customer, including, without limitation, in any printed form provided, are hereby expressly objected to and rejected in full and shall not be effective or binding in any capacity unless expressly accepted in an authorized writing by De Nora Water Technologies, LLC, regardless of, and fully notwithstanding, De Nora Water Technologies, LLC supply of any goods and services or the execution of any document or acceptance by any person other than an officer or authorized agent of De Nora Water Technologies, LLC.

Notwithstanding any other provision of these Terms or the Seller’s Documentation, unless otherwise expressly stated in the Seller’s Documentation, if, at any time during the course of Seller’s performance of the sale of the Products or Services, there is an

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unforeseen and material increase in the price of raw materials, materials, labor, or other costs of Seller associated with the Products or Services, Seller shall have the right to reasonably adjust the prices set forth in the Seller's Documentation upon written notice to the Purchaser setting forth the amount of such price adjustment and reasonably setting forth the cost changes associated therewith.

5. De Nora ClorTec / MIOX National Service Center

Location:	De Nora Water Technologies, LLC. 1110 Industrial Boulevard Sugar land, TX 77478
Service Hours:	24 hours/day, 7 days/week P +1 800 524 6542
Spare Parts Department:	8-5 pm CST P +1 800 524 6542 F +1 281 240 6770

6. Disclaimers

This proposal contains proprietary or confidential information of De Nora Water Technologies, LLC (DNWT) regarding patent protected proprietary technologies and their implementation in the field, recommended uses and costs. Any such proprietary or confidential information disclosed herein is provided at buyer's request and solely for the purpose of enabling buyer to evaluate this proposal.

In receiving and reading this proposal, buyer agrees that it will not reveal or otherwise distribute its contents to any third party without DNWT's prior written consent. The foregoing limitation shall not preclude buyer from disclosing the contents of this proposal to its employees, on a need-to-know basis, who have the responsibility to evaluate and/or implement the program set forth in this proposal. This proposal shall at all times remain the exclusive property of DNWT until accepted by the party to which it was tendered.

This proposal is made under the DNWT standard terms and conditions of sale.

7. Supporting Documents

The documents listed below form an integral part of this offer.

- Warranty Rider for De Nora Electrolytic Cell
- OSG Specification Sheet
- OSG General Arrangement drawing
- Salt Quality Specification
- Water Quality Specification

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8. Signatures

In the event that this Proposal P-130771 Q-32893 Rev. 2 is executed by **Palmdale Water District's** duly authorized representative and/or signatory, then all terms and conditions of this Proposal, including but not limited to all matters pertaining to pricing and specification, commercial terms and the Standard Terms and Conditions of Sale as included herein, are deemed to be accepted by **Palmdale Water District**. In the event that **Palmdale Water District** issues a Purchase Order containing any other terms and conditions, such terms shall be of no effect unless expressly agreed to in writing by a duly authorized representative of De Nora Water Technologies LLC This proposal is executed by:

This proposal is executed by:

Palmdale Water District

Name: _____

Title: _____

Signature: _____

Date: _____

Purchase Order Number: _____

Total Purchase Order Value: _____

Shipping Address: _____

De Nora Water Technologies LLC, 1110 Industrial Blvd., Sugar Land, Texas 77478

Name: _____

Title: _____

Signature: _____

Date: _____

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Warranty Rider for ClorTec, MIOX, and SeaClor Electrodes

De Nora Water Technologies, LLC, (henceforth referred to as DNWT) provides this Warranty Rider for ClorTec and MIOX Electrodes (this "Rider") in conjunction with DNWT's General Terms and Conditions of Sale, as amended from time to time, a copy of which is available at <https://denora.com/info/Sales-Terms---Conditions.html> (the "Terms").

This Rider electrodes modifies and supplements the duration of the warranty period as set forth in Article 8 of the Terms and applies only to DNWT- provided ClorTec, MIOX, or SeaClor electrodes. DNWT warrants the provided ClorTec, MIOX, or SeaClor electrodes against material defects in materials and workmanship for the time period listed below provided that the ClorTec, MIOX, or SeaClor equipment is operated strictly under normal use and service as defined in the ClorTec Standard Operating Conditions, the MIOX Standard Operating Conditions, or the SeaClor Standard Operating Conditions, as applicable, copies of which are available upon request (the "Standard Conditions"). At its sole and exclusive option, DNWT will repair, provide replacement or refurbish components deemed defective by DNWT, in its discretion, pursuant to this Warranty rider.

This warranty solely covers the bare DNWT-provided electrode and specifically excludes the housing and any ancillary components. The bare electrodes are warranted for seven (7) years that begins at transfer of title. Should a covered electrode fail during the first two (2) years, that electrode will be repaired, refurbished or replaced by DNWT, at its sole discretion. Should a covered electrode prove to be defective during years three (3) to seven (7), the repair, replacement or refurbishment of that bare electrode will be provided by DNWT, at its sole discretion, on a prorated basis based on the number of years (out of seven) remaining since the transfer of title on the respective component. The applicability of this warranty shall inure solely to the initial purchaser of the system or an expressly authorized end-user, and shall be expressly contingent upon such warranty claimant not being in default of any payment or other obligation to DNWT of any kind or type. This warranty further expressly excludes any and all costs related to shipping, transportation, and labor and expenses for access to, removal, and reinstallation of warranty parts, which shall be at the sole cost and responsibility of the warranty claimant. This warranty also expressly excludes, and DNWT will have no liability or obligation regarding, any consequential, indirect, and/or secondary damages, or loss of any kind sustained directly or indirectly as a result of a defect in any equipment, material, repair, or installation. Any repair or replacement conducted under this Rider shall not extend the term or duration of any warranty for any Electrodes, which shall remain based on the initial transfer of title.

In the event that DNWT determines, pursuant to the terms hereof, that any claimed defect or failure to not be covered by this Rider or the Terms, Buyer shall pay DNWT DNWT's then-customary charges for any repair or replacement made by DNWT.

Exclusions

This warranty will be voided, does not cover, and will be of no effect in relation to any damages caused, in whole or in part, by:

1. "Acts of God" or unavoidable natural disasters including but not limited to floods, storms, lightning, power outages, weather, earthquakes, etc.
2. Theft, vandalism, or other damaging acts, whether or not intentional or negligent.
3. Abuse, misuse, or neglect, whether or not intentional or negligent.

4. Failures or repairs resulting from the failure (whether or not intentional or negligent) to perform preventative maintenance and/or operational procedures in strict accordance with the Standard Conditions.
5. Damages or defects in any DNWT product or component, which were caused by initial start-up, repairs or attempted repairs, improvements or attempted improvements, or any other alterations of any kind performed by anyone other than a DNWT-authorized service provider.
6. Normal wear and tear or depreciation.
7. Abnormal system conditions including but not limited to temperature, chemical, debris, or other conditions in excess of those expressly stated in the Standard Conditions.
8. Goods that have not been stored by the buyer, end-user, or their representatives prior to installation and start-up in strict compliance with the storage conditions stated in the Standard Conditions.
9. Equipment/programming which has been revised, altered, improved, modified, repaired, or otherwise changed in any way by anyone other than a DNWT-authorized service provider.



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On-site Sodium Hypochlorite Generators

ClorTec[®]

25 to 100 lb/d (11 kg/d to 45 kg/d)

ClorTec[®] Makes Electrochlorination Easy

De Nora ClorTec[®] 25-100 on-site sodium hypochlorite generators are designed for high efficiency, low lifecycle cost, durability and reliability. Four model sizes generate from 25 - 100 lb/day (11 kg/d - 45 kg/d) with the ability to easily expand capacity 4X in the same enclosure.

Using just water, salt and power to generate sodium hypochlorite on site eliminates the storage and handling of hazardous chemicals while providing chlorine residual.

The ClorTec³ designs include a range of features including:

- Remote monitoring and communication options available
- Unique cell design and flow control features for simplified maintenance and operation
- Modular design and scalability reduces footprint and space requirements
- NSF/ANSI 61 Certified and CE Marking



ClorTec³ 25-100

ClorTec[®] On-site Sodium Hypochlorite Generators

25 to 100 lb/d (11 kg/d to 45 kg/d)

Product Specifications

Model	Electrical Service Requirement	Salt Conversion	Energy Conversion	Water Treatment Capacity at 1ppm FAC	Output Capacity (chlorine equivalent)		Flow Rate ****		Soft Water		Brine Flow		Salt	
					(lb/d)	(kg/d)	(gpm)	(Lph)	(gpm)	(m ³ /d)	(gpm)	(m ³ /d)	(lb/d)	(kg/d)
ClorTec [®] 25	200 - 240 VAC, 1 ph, 30A, 50/60 Hz*			3.0 mgd 11,355 m ³ /day	25	11.3	0.26	49.28	0.24	1.31	0.02	0.11	75	34
ClorTec [®] 50	200 - 240 VAC, 1 ph, 60A, 50/60 Hz*	3.0 lb salt/ lb FAC	2.0 kW-hr/ lb FAC	6.0 mgd 22,710 m ³ /day	50	22.7	0.52	98.57	0.48	2.62	0.04	0.22	150	68
ClorTec [®] 75	200 - 240 VAC, 1 ph, 90A, 50/60 Hz*	3.0 kg salt/ kg FAC	4.4 kW-hr/ kg FAC	9.0 mgd 35,065 m ³ /day	75	34	0.78	147.85	0.72	3.93	0.06	0.33	225	102
ClorTec [®] 100	200 - 240 VAC, 1 ph, 120A, 50/60 Hz*			12 mgd 45,420 m ³ /day	100	45.4	1.04	197.14	0.96	5.24	0.08	0.44	300	136

Specifications

Control: Automatic batch, controlled by hypochlorite storage tank level

Sodium Hypochlorite: 0.8% ± 0.05 **

Water Supply: Potable water @ 25 - 100 psi (1.7 - 6.9 bar)

Temperature Range: 55°F - 80°F (12°C - 27°C)***

Salt Quality: 99.7% pure dry weight food grade salt or equivalent for best efficiency****

Additional cell increments to meet higher capacity:
25 lb/11.3 kg

PLC & Operator Interface: Allen Bradley Micrologix 1-400 with AB PanelView Plus 600

Control Panel: Painted Steel with rotomolded fascia

Hydrogen Venting: Passive venting via non-mechanical drop-tube design

Optional Self-Cleaning:

Option A: FAC Concentration 0.65% ± 0.1% at standard salt conversion efficiency

Option B: FAC Concentration 0.8% ± 0.1% mg/L at 4 lbs salt/lb FAC conversion efficiency

Notes:

* Available in 3 ph, Wye 380 - 530 VAC, 15A, 25A, 35A, 50/60 Hz

** HYPO Self-Cleaning FAC Concentration 0.65% ± 0.1%

Additional options are available - contact De Nora Water Technologies for your options

*** Recommended range provided - acceptable range is 40°F - 90°F (5°C - 35°C)

**** Note flow is for generator only, additional water flow will be required for softening system and may vary but generally +15% should be adequate. Contact De Nora for project specifics.

*****For lower salt purity usage, please contact De Nora Water Technologies

WATER MADE EASY

MARINE

ENERGY

MUNICIPAL

INDUSTRIAL



contact@mioxservice.com

www.denora.com

info.dnwt@denora.com

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The information contained herein is offered for use by technically qualified personnel at their discretion and risk without warranty of any kind.

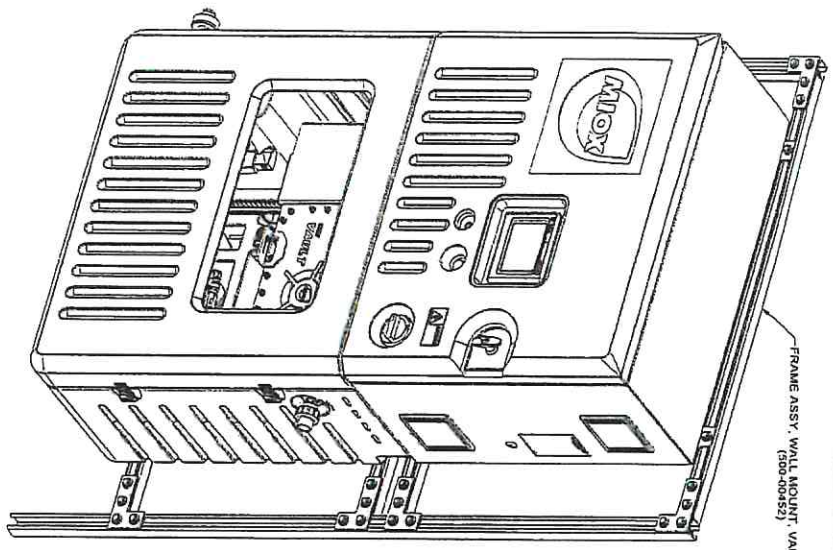
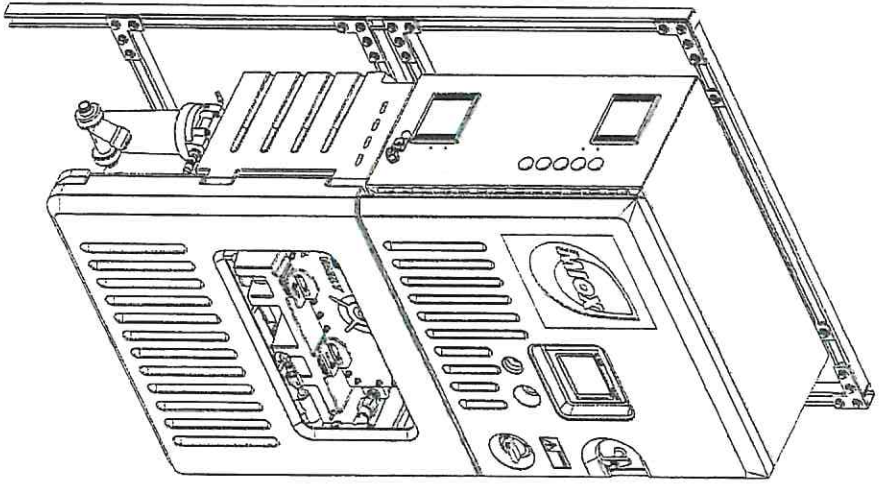
DNWT - ClorTec[®] On-site Sodium Hypochlorite Generator - 750.0305.0 - 6/2019

- NOTES:
- UNISTRUT INSTALLATION KIT INCLUDES:
 - EXPANSION ANCHORS
 - TOGGLE BOLTS
 - FRAME ASSY, WALL MOUNT, VAULT SERIES (600-00452) FOR ATTACHMENT TO APPROPRIATE 1/2" CENTERED WALL CONSTRUCTION.
 - MINIMUM DISTANCE REQUIRED FOR FILTER HOUSING REMOVAL
 - WATER PRESSURE REQUIREMENTS PER UNIT 20 PSI MINIMUM. ELECTRIC SERVICE REQUIREMENTS:

DSG	1 PHASE		3 PHASE (WYE)	
	VAC	AMPS	VAC	AMPS
M1S/H1S	208-240	30	380-530	15
M60/H50	208-240	60	380-530	25
M4S/H7S	208-240	50	380-530	35
M16G/H16G	208-240	120	380-530	35

- INTERNATIONAL POWER OPTIONS AVAILABLE. CONTACT MIOX CORP FOR DETAILS.
- GROUND CONNECTION MANDATORY.
- POWER TO CABINET PROVIDED BY OTHERS.
- BRIE AND EXHAUST TANK SIZES VARY WITH INSTALLATION. CONTACT MIOX CORP FOR DETAILS.
- POWER SUPPLIES TO ELECTROLYTIC CELL AND CONTROLLER ARE INTERNAL TO MIOX SERIES SYSTEMS AND ARE SHIPPED WIRED.
- DIMENSIONS IN PARENTHESES (U.S. METRIC EQUIVALENT (MM))
- ADD 1% 300-02952 3/4" "V" STRAINER TO WATER INLET PLUMBING LINE.
- APPROXIMATE UNIT WEIGHTS / FLOW RATES:
 - H25M15: 220 lbs. / 2210 (GPM)
 - H50M30: 260 lbs. / 4420 (GPM)
 - H125M65: 290 lbs. / 6597 (GPM)
 - H100M60: 320 lbs. / 6876 (GPM)
- CUSTOMER HOOK UP:
- HARD PLUMBING, ROOF PLUMBING AND STRAINER HOOK UP COMPONENTS ARE SUPPLIED BY OTHERS. ELECTRICAL COMPONENTS ARE SUPPLIED BY MIOX IN THE OPERATIONS KIT 500-00453. STRAINER LOCATION AND ORIENTATION TO BE DETERMINED AT INSTALLATION.

PROTECT UNIT AND COMPONENTS
 MIOX IS NOT RESPONSIBLE FOR DAMAGE TO THE UNIT OR COMPONENTS CAUSED BY IMPROPER INSTALLATION OR OPERATION. ALWAYS USE THE MIOX OPERATIONS KIT 500-00453 FOR PROPER INSTALLATION.
 © 2004 MIOX CORPORATION (M)



REVISION (ECO NO)	DESCRIPTION	BY	CS	DATE
05	ADDED 2 PHASE ELECTRICAL REQUIREMENTS	RY	MS	02/11/08
04	UPDATED WALL T.E.S.S.Y. UPDATED THE FRAME ASSY.	RY	MS	02/11/08
03	ADDED WALL MOUNT FRAME ASSY	RY	MS	02/11/08
02	REPLACED ELECT BOX ASSY AND PLUMB BOX ASSY WITH THE CURRENT MIOX ASSY.	RY	MS	02/11/08
01	INITIAL RELEASE	RY	MS	02/11/08

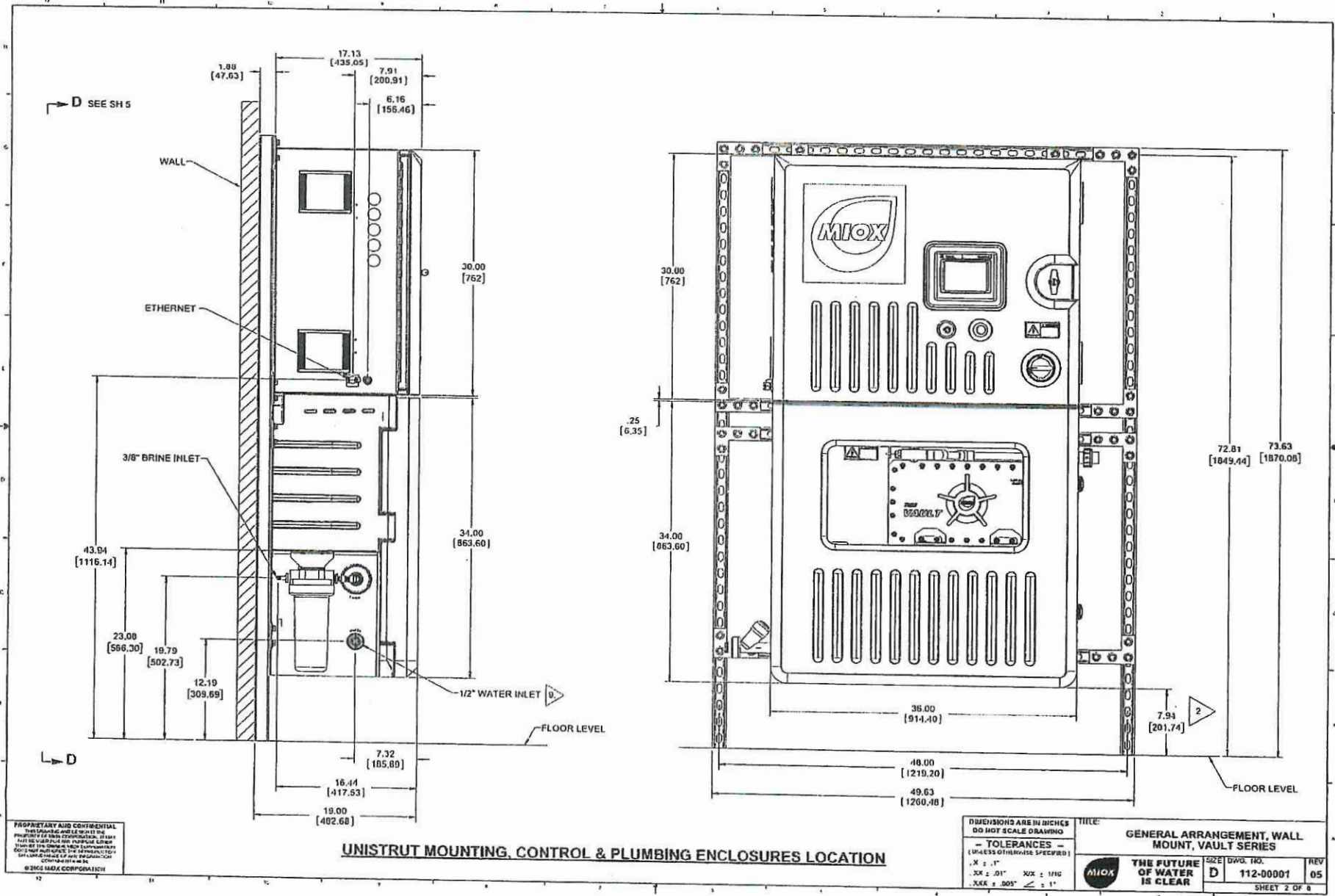
DIMENSIONS ARE IN INCHES DO NOT SCALE DRAWING
 TOLERANCES -
 .XX ± .01" .XX ± .016"
 .XX ± .005" .XX ± .1"

MIOX THE FUTURE OF WATER IS CLEAR

5601 Ballou Plaza Parkway, NE
 Albuquerque, NM 87113
 (505) 323-0050

DESIGNED BY: [Signature]
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

DATE: 02/11/08
 SIZE: DWG. 112-00001
 SHEET: 1 OF 8



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UNISTRUT MOUNTING, CONTROL & PLUMBING ENCLOSURES LOCATION

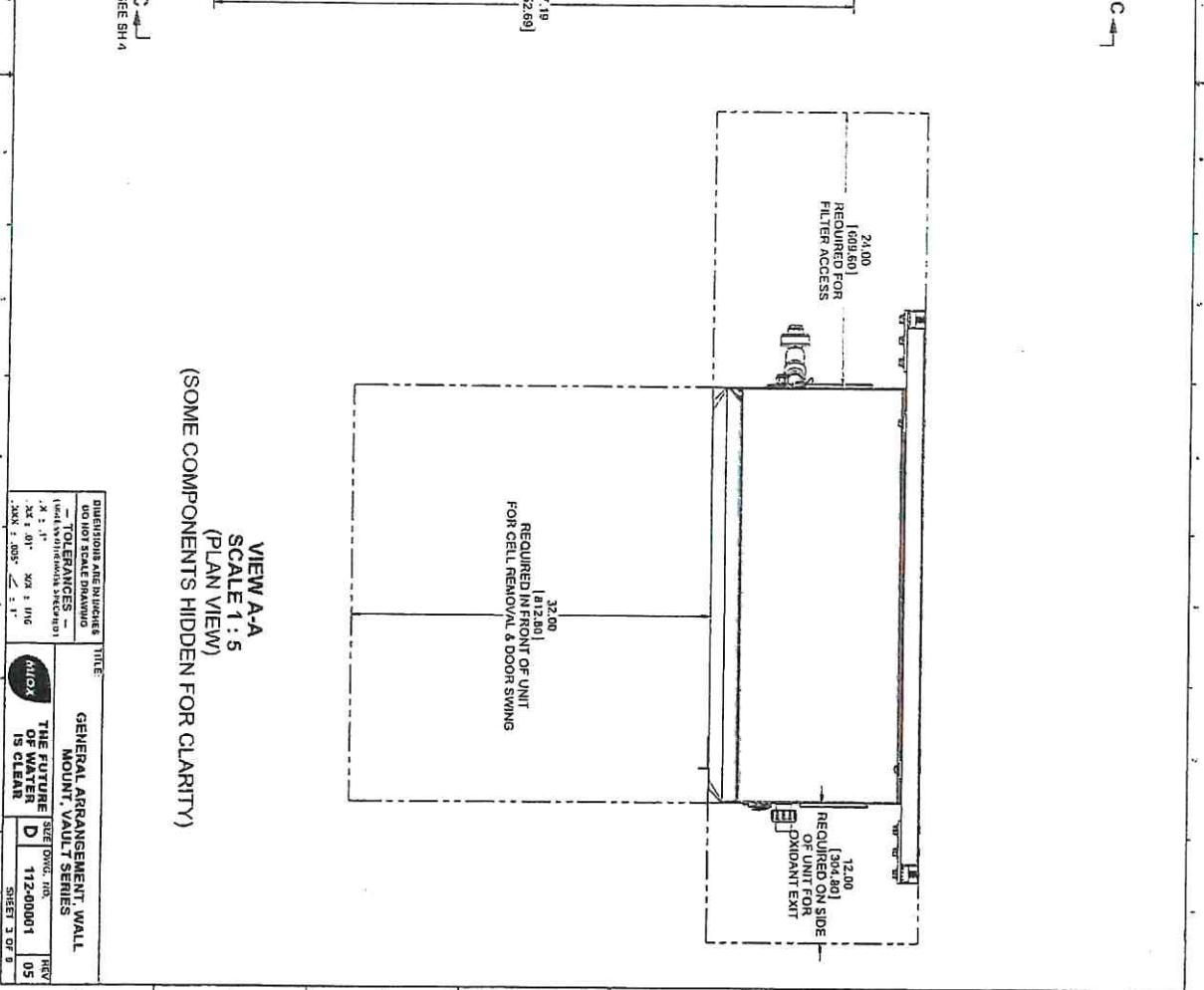
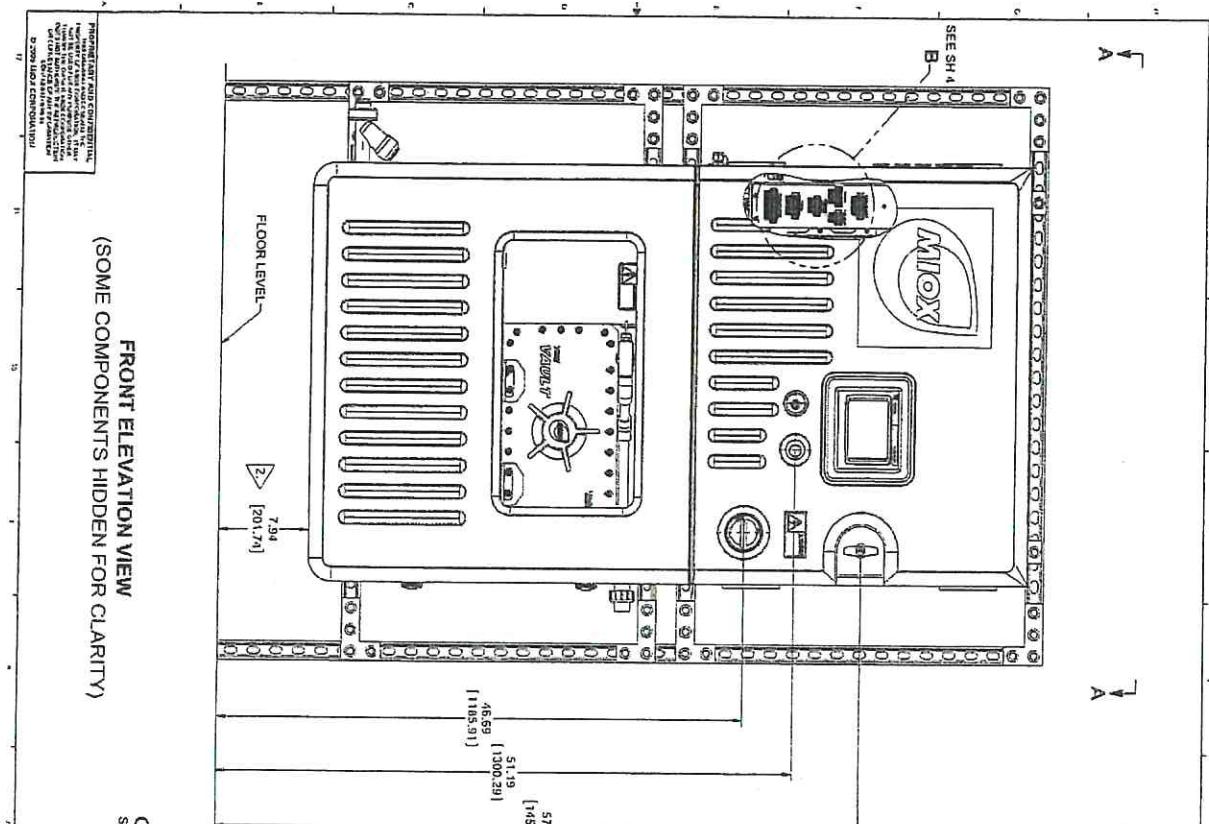
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 — TOLERANCES —
 (UNLESS OTHERWISE SPECIFIED)
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TITLE: **GENERAL ARRANGEMENT, WALL MOUNT, VAULT SERIES**

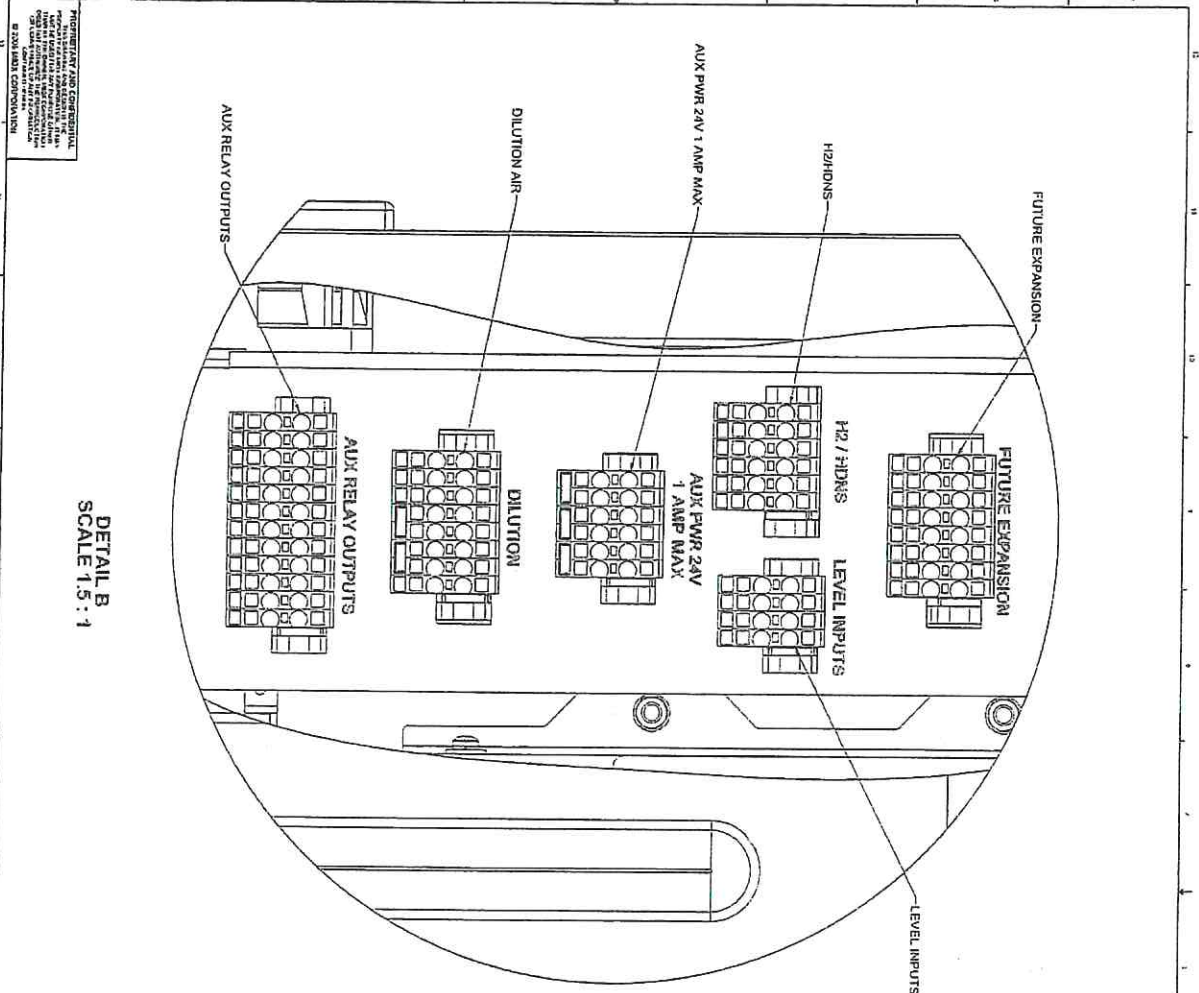
MIOX THE FUTURE OF WATER IS CLEAR

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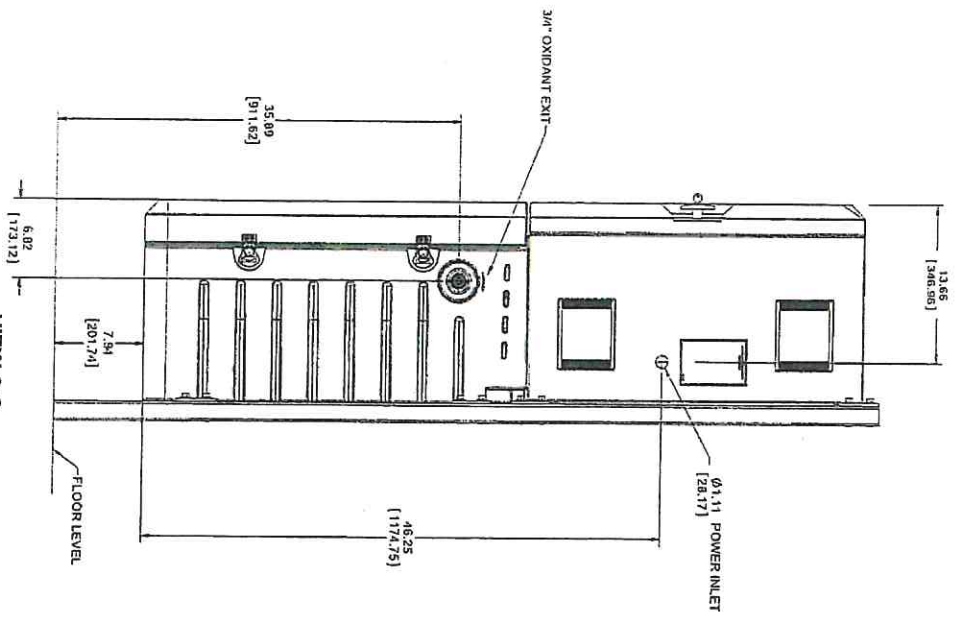
SHEET 2 OF 8



DIRECTIONS ARE IN INCHES DO NOT SCALE DRAWING		TITLE	
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MIOX		THE FUTURE IS CLEAN	
SIZE: 11.25" x 17.00"		REV: 05	
DATE: 11/20/00		SHEET 3 OF 8	



DETAIL B
SCALE 1.5 : 1



VIEW C-C
SCALE 1 : 5

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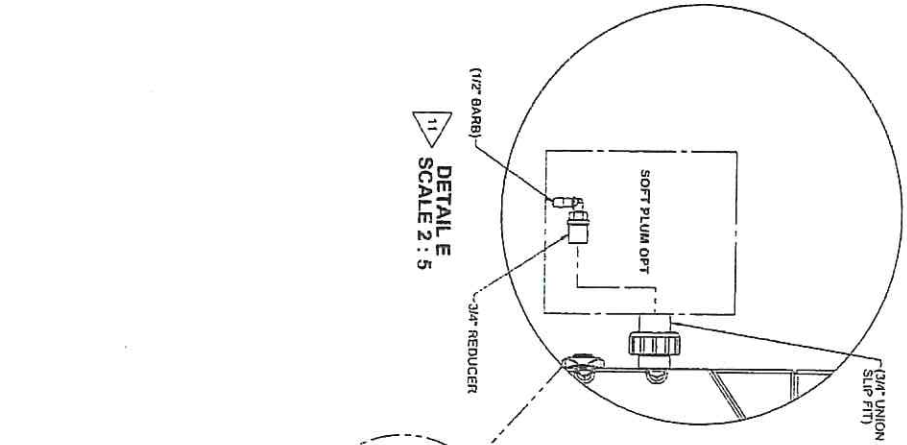
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GENERAL ARRANGEMENT WALL MOUNT, VAULT SERIES

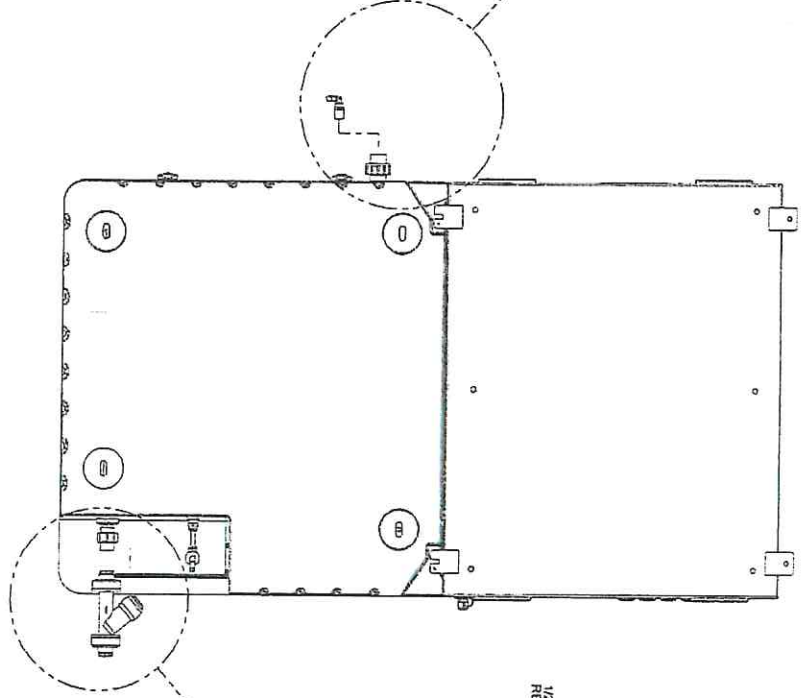
THE FUTURE OF WATER IS CLEAN

112-00001 05

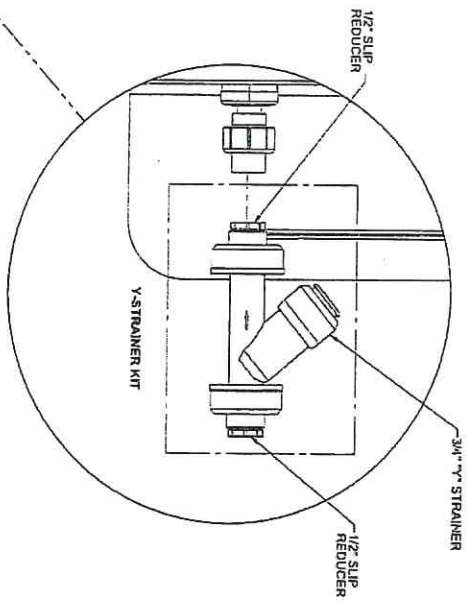
PROVIDE LIFT AND COMBINATION
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11
DETAIL E
 SCALE 2 : 5



VIEW D-D
 SCALE 1 : 5
 (FRAME HIDDEN FOR CLARITY)

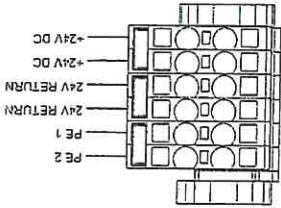


11 12
DETAIL F
 SCALE 1 : 2

DIMENSIONS ARE IN INCHES UNLESS NOTED OTHERWISE		TOLERANCES UNLESS SPECIFIED	
FINISH	GENERAL ARRANGEMENT WALL	FINISH	GENERAL ARRANGEMENT WALL
CONCRETE	CONCRETE	CONCRETE	CONCRETE
STEEL	STEEL	STEEL	STEEL
PIPE	PIPE	PIPE	PIPE
VALVE	VALVE	VALVE	VALVE
THE FUTURE OF WATER IS CLEAR	THE FUTURE OF WATER IS CLEAR	THE FUTURE OF WATER IS CLEAR	THE FUTURE OF WATER IS CLEAR
SIZE DWG. NO.	112-00001	SIZE DWG. NO.	112-00001
SHEET 5 OF 8		SHEET 5 OF 8	

AUXILIARY POWER CONN

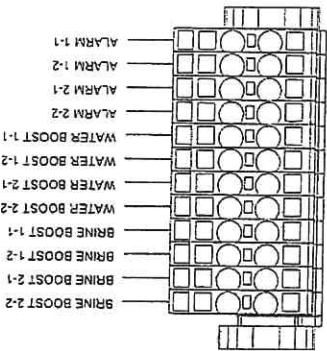
THE AUXILIARY POWER CONNECTOR PROVIDES FIELD CONNECTION POINTS TO SUPPLY POWER AND HYDROGEN DETECTOR OR TO PROVIDE 24V POWER TO AUXILIARY RELAYS. CURRENT IS LIMITED TO 1 AMP AND IS FUSED INTERNALLY.



CONNECTION NAME	CONNECTION DESCRIPTION
+24V DC	24 VOLTS DC POWER
-24V RETURN	NEGATIVE CONNECTION FOR 24VDC POWER
PE	PHYSICAL EARTH CONNECTION

AUXILIARY RELAY CONN

THE AUXILIARY RELAY CONNECTOR PROVIDES FIELD CONNECTION POINTS FOR THE AUXILIARY RELAY CONTACTS. THERE ARE THREE AUXILIARY RELAYS: ALARM, WATER BOOST AND BRINE BOOST. EACH RELAY HAS TWO SETS OF NORMALLY OPEN RELAY CONTACTS ARE RATED FOR 277V AC @ 15 AMPS OR 28 V DC @ 15 AMPS.



CONNECTION NAME	CONNECTION DESCRIPTION
ALARM	CONTACT CLOSE WHEN SYSTEM CONTACTS FROM HARD POINT
WATER BOOST	CONTACTS CLOSE WHEN SYSTEM STAYS UP (NORMAL) CONTACTS CLOSE WHEN SYSTEM STAYS UP (RUNNING)
BRINE BOOST	

THIS DRAWING AND CONSTRUCTION SHALL BE SUBJECT TO THE REVISIONS AND AMENDMENTS WHICH MAY BE MADE FROM TIME TO TIME WITHOUT NOTICE BY THE COMPANY. THE USER SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST REVISIONS.

DISCREPANCIES ARE IN UNITS: TITLE: GENERAL ARRANGEMENT WALL

DO NOT SCALE DRAWING

TOLERANCES --

UNLESS OTHERWISE SPECIFIED

1/4" ± 0.01" 1/8" ± 0.01" 1/16" ± 0.005" 1/32" ± 0.001"

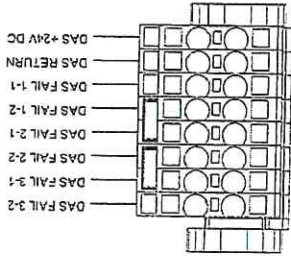
THE FITTURE OF WATER IS CLEAR

112-0001

SHEET 0 OF 1

DILUTION AIR CONN

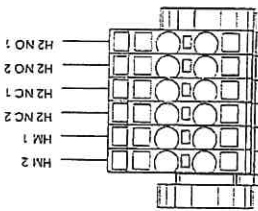
THE AUXILIARY RELAY CONNECTOR PROVIDES FIELD CONNECTION POINTS FOR AN AUXILIARY DILUTION AIR SYSTEM SENSORS. THE CONNECTED EXTERNAL DILUTION AIR MIXER EXTERNAL DILUTION AIR SYSTEM EMERGE AND TO OTHER FAILURE INPUTS CAN BE CONNECTED TO EXTERNAL DILUTION AIR PRESSURE SWITCHES OR AN EXTERNAL FLOW SWITCH.



CONNECTION NAME	CONNECTION DESCRIPTION
DAS +24V DC	34VDC SOURCE EQUIPMENT RETURN SIGNAL ON SYSTEM TURNS ON AT STANDBY
DAS RETURN	RETURN FOR EMERGE
DAS FAIL 1-1	FAILURE INPUT (24V DC OR OVER DC FAIL)
DAS FAIL 1-2	POS +24V DC (SOURCE OF FAILURE INPUT 1)
DAS FAIL 2-1	FAILURE INPUT (24V DC OR OVER DC FAIL)
DAS FAIL 2-2	POS +24V DC (SOURCE OF FAILURE INPUT 2)
DAS FAIL 3-1	FAILURE INPUT (24V DC OR OVER DC FAIL)
DAS FAIL 3-2	POS +24V DC (SOURCE OF FAILURE INPUT 3)

H2 / HARDNESS CONN

THE H2 / HARDNESS CONNECTOR PROVIDES FIELD CONNECTION POINTS FOR AN EXTERNAL HARDNESS MONITOR. THE HARDNESS MONITOR INPUTS REQUIRE TO BE NORMALLY CLOSED AND NORMALLY OPEN CONTACTS. THE HARDNESS MONITOR INPUT ONLY REQUIRES NORMALLY CLOSED DRY CONTACTS.



CONNECTION NAME	CONNECTION DESCRIPTION
H2 NO 1	NORMALLY OPEN INPUTS
H2 NO 2	NORMALLY OPEN INPUTS
H2 NC 1	NORMALLY CLOSED INPUTS
H2 NC 2	NORMALLY CLOSED INPUTS
HM 1	HARDNESS MONITOR INPUT
HM 2	+24V DC SOURCE OF H2/DS MON INPUT

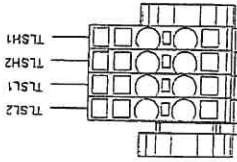
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DIMENSIONS ARE IN INCHES
 DO NOT SCALE DRAWING
TOLERANCES
 ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED

TITLE:
 GENERAL ARRANGEMENT, WALL MOUNT, VAULT SERIES
DATE: 03/11/14
REV: 03
OF WATER IS CLEAR
 SHEET 7 OF 8

LEVEL INPUT CONN

THE LEVEL INPUT CONNECTOR PROVIDES FIELD CONNECTION POINTS FOR EXTERNAL FLOATS THE DRY CONTACT OUTPUTS OF A TANK LEVEL SWITCH OR THE DRY CONTACT OUTPUTS OF A PLANT LEVEL OR OTHER CONTROL DEVICE.



CONNECTION NAME	CONNECTION DESCRIPTION
TL.S.H.1	UPPER TANK LEVEL INPUT
TL.S.H.2	+24V DC SOURCE OF UPPER TANK LEVEL INPUT
TL.S.L.1	LOWER TANK LEVEL INPUT
TL.S.L.2	+24V DC SOURCE OF LOWER TANK LEVEL INPUT

PROPOSED AND GOVERNMENT
 THE FEDERAL BUREAU OF INVESTIGATION
 DEPARTMENT OF JUSTICE
 DIVISION OF IDENTIFICATION
 400 ANDREWS AVENUE
 WASHINGTON, D.C. 20535
 GPO: 1980 O-308-200

DIMENSIONS AND FINISHES
 DO NOT SCALE DRAWING
 TOLERANCES -
 UNLESS OTHERWISE SPECIFIED
 .XX ± .01" MAX ± .015
 .XX ± .005 MAX ± .01

**THE FUTURE
 OF WATER
 IS CLEAN**

GENERAL ARRANGEMENT WALL
 MOUNT, VOLT SERIES

SIZE DWA NO. 112-00001
 REV 03
 SHEET 8 OF 8



MIOX SALT GUIDELINES

Revised June 17, 2014



SALT GUIDELINES FOR MIOX GENERATORS

General Information

MIOX Corporation (MIOX) places importance on the quality of salt used in operating on-site generation equipment. High quality salt minimizes expense and customer equipment maintenance issues while maximizing the quality of the water treated using MIOX equipment. MIOX recommends food grade salt to help optimize MIOX system performance. Because contaminants can vary widely, even within the same mine, it is vital to request the most recent site specific contaminant analysis. The contaminant analysis should document the date that quality control was performed and the physical location where the salt was mined and processed. MIOX recommends that our customers regularly request salt product data sheets from the manufacturer to ensure consistent quality control. A reputable supplier will include the date of the quality analysis on the specification sheet in addition to the salt mine location. Please note, higher quality salt alone will not ensure reduced maintenance. Water used by the MIOX system must be softened adequately as well.

Warranty

MIOX continually strives to review and address all warranty claims in an equitable manner. It is important for our customers to understand that the use of poor quality salt may impact warranty claims. MIOX does not accept liability for any salt selected by the customer for use in MIOX equipment. MIOX reserves the right to deny any claims that could be considered under warranty if the equipment or electrolytic cell is performing below specification or is damaged due to contamination caused by, but not limited to, calcium, magnesium and insoluble material in a salt selected by the customer. NOTE: self-cleaning MIOX systems require the use of salt with a purity of 99.5% NaCl or greater (typically food grade) as described in the "Salt Purity" section below or the warranty is void.

Salt Purity

For all **self-cleaning systems**, only salt with a purity greater than 99.5% may be used (typically food grade) or the warranty is void. For all **non-self-cleaning systems**, MIOX recommends salt with a purity level of 99.5% NaCl or greater. Below is a table depicting what MIOX recommends for **non-self-cleaning systems** and what MIOX requires to keep the warranty intact for **self-cleaning systems**.



Component	Percent Minimum
NaCl (dry)	99.5
Impurity	Percent Maximum
Calcium (in all forms)	0.01
Magnesium (in all forms)	0.01
Manganese	0.00002
Iron (as Fe)	0.0005
Insolubles	0.005
Additives	0.0001

For several reasons, salt quality is highly variable and MIOX cannot control the quality processes at salt manufacturing sites. Typically, salts with fewer contaminants are more expensive because of additional purification steps during processing. Salt manufacturers usually provide salt product data sheets that list contaminants of concern in each type of salt they sell. Customers assume that the delivered salt will meet the specifications provided by the manufacturers. However, not all contaminants of concern for a specific application will be listed. For example, bromide in salt used for electrolysis can elevate the concentration of bromate in the treated water. Bromate is a water quality concern in drinking water applications, but not necessarily industrial applications.

There are three primary contaminants commonly listed in a salt product data sheet that impact the electrolytic cell; calcium (Ca), magnesium (Mg) and insoluble material. High calcium and magnesium salt concentrations cause accumulation of calcium/magnesium carbonate and magnesium hydroxide in the electrolytic cell. Fouling by these deposits in the cell is the single largest cause of maintenance issues. Insoluble material or solids present in the salt that do not dissolve in water can also deposit in the cell along with carbonates. This co-deposition tends to reduce the effectiveness of acid to remove the carbonates. As a result, longer acid wash times and sometimes physical scrubbing of the cell plates is required to remove the deposit. Other contaminants, such as manganese (Mn) and iron (Fe), are known to affect cell performance by producing an oxide layer that increases the degradation rate of the plates. MIOX recommends that the manganese and iron concentrations in salt not exceed 20 parts per billion in the electrolyte solution entering the cell. Manganese and iron are not included in MIOX's salt specification maintenance worksheet because they are not often reported on salt product data sheets. However, low concentrations of Mg and Ca are associated with low concentrations of Mn and Fe.

MIOX's Salt Specification Maintenance Worksheet versus Salt Manufacturer's Product Data Sheets

Although MIOX makes recommendations on the ideal salt for use in the on-site generation process, it is the customer's responsibility to obtain a salt quality analysis (salt specification or product data sheet) from the supplier and determine its suitability for their situation, region and application.



The salt manufacturer's product data sheet should contain information regarding the amount of calcium, magnesium and insoluble material in the salt at a minimum. MIOX and its customers use this standard information to estimate the amount of maintenance that is associated with these contaminants. This salt specification maintenance table is shown below.

	Lower Limit	Upper Limit	Maintenance
Calcium (Ca) (%)	0	0.020%	Acid wash for 20 min at 3000 hrs / quarterly
	0.020%	0.05%	Acid wash for 20 min at 750 hrs / monthly
	0.050%	0.08%	Acid wash twice for 20 min each at 24 hrs / daily
	0.080%	---	Calcium too high
Magnesium (Mg) (%)	0	0.020%	Acid wash for 20 min at 3000 hrs / quarterly
	0.020%	0.05%	Acid wash for 20 min at 750 hrs / monthly
	0.05%	0.08%	Acid wash twice for 20 min each at 24 hrs / daily
	0.08%	---	Magnesium too high
Insolubles (%)	0	0.01%	Change brine filter at 750 hrs / monthly
	0.010%	0.05%	Change brine filter at 325 hrs / biweekly
	0.050%	0.1%	Change brine filter at 24 hrs / daily
	0.10%	---	Insolubles too high

Please note that the manufacturer's product data sheets do not always give these contaminant concentrations in a standard form and the listing may refer to a brand of salt sourced from different salt mines. Different salt mines have different quality parameters. Be sure to request the salt product data sheet that is specific to the salt you will use in the MIOX system, including the mine location. For drinking water applications, the amount of bromide that may be present in certain salts should be evaluated because bromide can be converted to bromate in the cell.

Additives

Most salts have four basic types of additives:

- Hardening agent (Sodium Hexametaphosphate or SHMP)
- Cleanser (Citric Acid based)
- Free flowing/anti-caking agent (Yellow Prussiate of Soda or YPS)
- Detergents/surfactants

MIOX does not recommend the use of salt with additives. However, some customers have successfully used salts with these additives. Note that detergents/surfactants in the salt may cause foaming in the oxidant tank and reduce the effectiveness of the hydrogen venting system due to foam. It may be necessary to increase the vent pipe size. Organic additives such as citric acid can also be a source for additional trihalomethanes and haloacetic acids.

Physical Salt Size

Salt that is coarse or extra coarse is preferred. Granular or pelletized salt can be used equally well but requires some extra attention. Pellets that are larger than about ½ inch in size dissolve



slowly and can contribute to poor brine concentration in the brine tank, particularly when the salt level is low in the tank. For this reason, it is important to keep the brine generator filled at all times. Also, pelletized salt is too heavy to be pneumatically blown into large bulk brine generators.

Brine Filtration

Higher purity salt is often table quality, or food grade salt, in granular form. While this salt will work well, it requires an adaptation for both types of brine generators sold by MIOX, including the ton-sized bulk brine generators and the smaller brine generators with up to 1,000 gallons capacity. The large bulk brine generators must be filled with a two-layer washed quartz rock bed to avoid clogging of the brine intake port. The bottom layer should be 7 inches of quartz rock deep, using rock sizes between $\frac{1}{4}$ and $\frac{1}{2}$ inch. The top layer should be 5 inches of quartz rock deep, using rock sizes between $\frac{1}{8}$ and $\frac{1}{4}$ inch in size.

For smaller brine generators that utilize granular (fine grain) salt, a special in-tank roughing filter assembly must be used. Contact MIOX for details on this filter assembly. External to the brine generator and prior to the MIOX on-site generator cabinet, a 5-micron filter is required. This usually takes the form of a 10-inch standard filter housing with a 5-micron pleated filter cartridge element. A dual filter housing arrangement is also available to facilitate filter change-out while the systems are operational.

NSF Standard 60 Salt

Several state regulatory agencies are now requiring that the source material feeding on-site generators (i.e., salt) must be NSF-60 listed to ensure that no hazardous materials ultimately enter the drinking water supply. NSF-60 ensures that chemicals in contact with drinking water are safe and non-toxic to the drinking water supply. For a list of salt suppliers that offer NSF-60 listed salt, refer to the NSF web site at www.nsf.org. Product and service listings may be found at http://www.nsf.org/business/search_listings/.



Water Quality Guidelines

Knowing what to look for when sizing a system will help remove hidden surprises after installation. Most of the items on the following list will be below the limits but should be checked nonetheless. Concentrations or measurements in brine feed water and/or treated water that are less than the stated limits are not anticipated to have the stated effect. These factors can affect the oxidant demand of each individual water system, the oxidant production of the MIOX system, or the life of the cell itself. It is important to use "worst case" measures since water quality can vary from season to season.

PARAMETER	MEASURE	LIMIT	WHAT IS IMPACTED		
			Oxidant Demand	Chlorine Production	Cell Life
Total Hardness **	grains/gal (or mg/L)	<1 grain (<17.1mg/L)		•	•
Iron (Fe) **†	mg/L	<1 mg/L **	•		•
Manganese (Mn)	µg/L	<50 µg/L **	•	•	•
Fluoride (F)	mg/L	<1 mg/L			•
Silica (SiO ₂)	mg/L	<20 mg/L		•	•
Bromide	mg/L	<50 mg/L			•
Cyanide	mg/L	<1 mg/L			•
Lead (Pb)	mg/L	<2 mg/L			•
Dissolved Sulfides (as H ₂ S)	mg/L	***	•		
Ammonia Nitrogen (NH ₃ -N)	mg/L	***	•		
Organic Nitrogen (Org-N)	mg/L	***	•		
Total Organic Carbon (TOC)	mg/L	***	•		
pH	-	5-9		•	•
Water Temperature Range ^	°F (or °C)	55-80 °F (12-27°C)		•	•

**Caution: water softeners will remove these components up to a limit. See references to maximum ferrous iron and manganese in water softener documentation. Total hardness affects cell life only in that higher hardness requires acid washing to remove carbonate deposits from the cell. Use of water softened to < 1 grain hardness should not require acid washing of the cell.

*** Oxidant demand is affected by any level of H₂S, ammonia or organic nitrogen, or TOC.

† Iron may deposit Fe(OH)₃ on the anode, causing an electrical "blind", which would increase the brine proportion pump signal voltage (brine proportion pump speed) needed for the system to reach the operating window. Chlorine production would remain the same, but salt conversion efficiency will decrease. The same effect is true of silica on the cathode.

^ The system will operate with water temperatures outside this range; however, there will be a performance change. Follow the system specifications for absolute limits.





Conference/Training Request

Event Name/Date(s):

UWCD 2024 Water Sustainability Summit / October 17, 2024 / Oxnard, CA

REQUESTED BY:

First Name

Last Name

Date

ACCOMMODATION INFORMATION (if applicable)

Rooms and rates are subject to availability. Complete and submit this form as soon as possible as reservation blocks at host hotels book quickly. In the event that the host hotel is full, every effort will be made to secure a room at the nearest hotel within comparable rates.

Arrival Date

Departure Date

No. of
Guests

Room Type

Dietary Restrictions?

If yes, please provide specifics in additional info. box

Yes No

Smoking Room?

Yes No

Flight Needed?

If yes, please provide DL# and D.O.B. in additional info. box

Yes No

Flight Numbers

Departure/Return
Times

ADDITIONAL INFORMATION/ REQUESTS

Supervisor Approval
(If applicable)

Processed By:

SAVE THE DATE

2024 Water Sustainability SUMMIT

THURSDAY,
OCTOBER 17

1 p.m.-5 p.m.
Oxnard, CA

Join industry leaders for this free workshop to provide updates on regional water supply projects, funding sources and opportunities to collaborate. This year's hybrid event will feature speakers from across the region and includes U.S. House of Representatives Senior Policy Advisor, William Ball; participants can attend in person or join virtually.

Register in advance for this webinar:

<https://www.unitedwater.org/event/2024-summit-for-water-sustainability/>



Keynote Speaker

William Ball

Senior Policy Advisor,
U.S. House of Representatives



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MORE DETAILS TO COME AT UNITEDWATER.ORG

MINUTES OF MEETING OF THE FINANCE COMMITTEE OF THE PALMDALE WATER DISTRICT, AUGUST 20, 2024:

A meeting of the Finance Committee of the Palmdale Water District was held Tuesday, August 20, 2024, at 2029 East Avenue Q, Palmdale, CA 93550. Chair Wilson called the meeting to order at 2:11 p.m.

1) Roll Call.

Attendance:

Committee:
Don Wilson, Chair
Scott Kellerman,
Committee Member

Others Present:

Dennis LaMoreaux, General Manager
Dennis Hoffmeyer, Finance Manager
Bob Egan, Financial Advisor
Judy Shay, Public Affairs Director
Danielle Henry, Executive Assistant
0 members of the public

2) Adoption of Agenda.

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

3) Public Comments for Non-Agenda Items.

There were no public comments for non-agenda items.

4) Action Items: (The Public Shall Have an Opportunity to Comment on Any Action Item as Each Item is Considered by the Committee Prior to Action Being Taken.)

4.1) Consideration and Possible Action on Approval of Minutes of Meeting Held July 16, 2024.

It was moved by Committee Member Kellerman, seconded by Chair Wilson, and unanimously carried by all members of the Committee present at the meeting to approve the minutes of the Finance Committee meeting held July 16, 2024, as written.

4.2) Discussion and Overview of Cash Flow Statement and Current Cash Balances as of July 2024. (Financial Advisor Egan)

Financial Advisor Egan provided an overview of the monthly Major Account Activity Report, the Investment Funds Report, and the Cash Flow Statement through July 2024, including account transfers, assessments received, capital improvement funds, interest and market values, scheduled payments, anticipated grant reimbursement funds, and the projected year-end balance.

4.3) Discussion and Overview of Financial Statements, Revenue, and Expense and Departmental Budget Reports for July 2024. (Finance Manager Hoffmeyer)

Finance Manager Hoffmeyer reviewed in detail the Balance Sheet Report, the Profit and Loss Statement, the departmental budgets versus actual, and individual departmental reports for the period ending July 2024, including the anticipated property taxes and assessments, and stated that operating revenues are above the historical trend average at 56.5%, that expenses are below the historical trend average at 49.2%, and that most departments are at or below the traditional budgetary percentage of 58.3% followed by a brief discussion of continued water sale increases, of increased chemical and management expenses for Palmdale Lake, and of increased staff expenses for Customer Care.

4.4) Discussion and Overview of Committed Contracts Issued. (Finance Manager Hoffmeyer)

Finance Manager Hoffmeyer provided a brief overview of the Contractual Commitments and Needs Report for new and replacement capital projects, consulting and engineering support projects, new and replacement equipment, water quality fee funded projects, committed and projected capital expenditures, and projects paid out through the 2023A and 2024A Series Water Revenue Bonds in July 2024 and stated that funding is anticipated for the Avenue Q Recycled Water Pipeline project from the Palmdale Recycled Water Authority and from the Bureau of Reclamation grant.

5) Reports.

5.1) Finance Manager Hoffmeyer:

a) Accounts Receivable Overview.

Finance Manager Hoffmeyer stated that this report will be provided in a graph format for future meetings and that payment arrangements will be reported on a quarterly basis as the final arrangement made during the pandemic has recently been paid in full and the District has resumed normal operating procedures.

b) Revenue Projections.

He then stated that based on selling 14,500 AF of water, 2024 revenue has exceeded projections by approximately \$31,389 as of July 31.

5.2) Financial Advisor Egan:

a) Debt Service Coverage Status.

Financial Advisor Egan reported that the Debt Service Coverage for August 2023 to July 2024 is 1.98 and remains strong.

5.3) Other.

a) Mailing Equipment Upgrade.

Finance Manager Hoffmeyer provided an update on the requirement to upgrade the District's postage meter to be Intelligent Mail Indicia (IMI)-Compliant per the United States Postal Service followed by a brief discussion of the new equipment lease and mailing features.

b) 2024 Water Rate Study.

He then stated that staff worked with RDN Consultants to analyze an alternative option for the proposed 2026 Calendar Year (CY) rate increase by utilizing the District's Rate Stabilization Fund; that this calculation resulted in a negative impact to the Debt Service Coverage and higher anticipated rate increases for CY 2030-2034; and that staff recommends that the Board accept the original findings as presented at the August 12 Board Meeting followed by a brief discussion of future development, capital improvements, potential rate adjustments, and drought surcharges.

He then stated that two items will be added to the next meeting agenda regarding the WIFIA Loan payments and computer equipment leasing opportunities followed by a brief discussion of the Palmdale Ditch enclosure project.

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

There were no requests for future agenda items.

7) **Date of Next Committee Meeting.**

It was determined that the next Finance Committee meeting will be held September 17, 2024 at 2:00 p.m.

8) **Adjournment.**

There being no further business to come before the Finance Committee, the meeting was adjourned at 3:34 p.m.



Chair



BOARD MEMORANDUM

DATE: September 23, 2024
TO: BOARD OF DIRECTORS
FROM: Mr. Dennis D. LaMoreaux, General Manager
RE: *REPORT OF GENERAL MANAGER.*

Information on this item will be provided at the Regular Board Meeting.