

OTAY WATER DISTRICT

BOARD OF DIRECTORS MEETING
DISTRICT BOARDROOM

2554 SWEETWATER SPRINGS BOULEVARD
SPRING VALLEY, CALIFORNIA

WEDNESDAY

June 5, 2013

3:30 P.M.

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PRESENTATION OF TYLER TECHNOLOGIES AWARD (ALICIA MENDEZ-SCHOMER/SHAMALA SARIPALLI)
5. APPROVE THE MINUTES OF THE REGULAR MEETING OF MAY 1, 2013
6. PUBLIC PARTICIPATION – OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO SPEAK TO THE BOARD ON ANY SUBJECT MATTER WITHIN THE BOARD'S JURISDICTION BUT NOT AN ITEM ON TODAY'S AGENDA

CONSENT CALENDAR

7. ITEMS TO BE ACTED UPON WITHOUT DISCUSSION, UNLESS A REQUEST IS MADE BY A MEMBER OF THE BOARD OR THE PUBLIC TO DISCUSS A PARTICULAR ITEM:
 - a) APPROVE UTILITY AGREEMENTS NO. 33545, 33551, AND 33556 WITH CALTRANS FOR THE EAST PALOMAR UTILITY RELOCATIONS
 - b) APPROVE THE ISSUANCE OF A BLANKET PURCHASE ORDER TO KIRK PAVING IN AN AMOUNT NOT-TO-EXCEED \$175,000 FOR AS-NEEDED ASPHALT PAVING SERVICES FROM JULY 1, 2013 THROUGH JUNE 30, 2014

- c) UPDATE ON THE RECYCLED WATER RETROFIT PILOT PROGRAM AND APPROVE A WAIVER OF COSTS AND EXPENSES RELATED TO THE AGREEMENT FOR RECYCLED WATER RETROFIT BETWEEN THE DISTRICT AND THE ARISTATA HOMEOWNERS ASSOCIATION
- d) APPROVE CHANGE ORDER NO. 3 TO THE EXISTING CONTRACT WITH GARCIA JUAREZ CONSTRUCTION, INC. IN THE AMOUNT OF \$7,142 FOR THE CALAVO GARDENS SEWER REHABILITATION PROJECT
- e) APPROVE A FIVE-YEAR UNIFORM AGREEMENT [THREE-YEARS, WITH TWO (2) ONE-YEAR OPTIONS] WITH MISSION LINEN SUPPLY, INC. FOR UNIFORM, LAUNDRY, FLOOR MAT, AND TOWEL SERVICES IN AN AMOUNT NOT-TO-EXCEED \$165,000
- f) DECLARE IDENTIFIED VEHICLES AND EQUIPMENT AS SURPLUS TO THE DISTRICT'S NEEDS
- g) APPROVE A TWO-YEAR AGREEMENT WITH BROWNSTEIN HYATT FARBER & SCHRECK IN AN AMOUNT NOT-TO-EXCEED \$35,000 ANNUALLY (\$70,000 TOTAL ENDING JUNE 30, 2015) FOR STATE AND FEDERAL LEGISLATIVE ISSUES ADVOCACY
- h) APPROVE AN AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY FOR THE INSTALLATION OF A COMMUNICATIONS FACILITY AT THE 1296-1, 2, AND 3 RESERVOIRS SITE
- i) APPROVE A FIVE-YEAR AGREEMENT WITH INFOSEND TO PROVIDE BILL PRINT AND ELECTRONIC BILL PRESENTMENT SERVICES IN AN AMOUNT NOT-TO-EXCEED \$1,310,000 (\$262,000 ANNUALLY); AND WITH ELECTRONIC PAYMENT EXCHANGE TO PROVIDE PAYMENT TRANSACTION PROCESSING SERVICES IN AN AMOUNT NOT-TO-EXCEED \$735,000 (\$147,000 ANNUALLY)

8. BOARD

- a) DISCUSSION OF 2013 BOARD MEETING CALENDAR

INFORMATIONAL ITEMS

9. THE FOLLOWING ITEM IS PROVIDED TO THE BOARD FOR INFORMATIONAL PURPOSES ONLY. NO ACTION IS REQUIRED ON THE FOLLOWING AGENDA ITEM:

- a) REPORT ON DIRECTORS' EXPENSES FOR THE 3RD QUARTER OF FISCAL YEAR 2013 (WALES)

AGENDA ITEM 5

MINUTES OF THE BOARD OF DIRECTORS MEETING OF THE OTAY WATER DISTRICT May 1, 2013

1. The meeting was called to order by President Lopez at 3:35 p.m.

2. ROLL CALL

Directors Present: Croucher, Gonzalez, Lopez, Robak, and Thompson

Directors Absent: None

Staff Present: General Manager Mark Watton, General Counsel Dan Shinoff, Chief Financial Officer Joe Beachem, Chief of Engineering Rod Posada, Chief of Information Technology Geoff Stevens, Chief of Administration Rom Sarno, Chief of Water Operations Pedro Porrás and District Secretary Susan Cruz and others per attached list.

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

A motion was made by Director Thompson, seconded by Director Croucher and carried with the following vote:

Ayes: Directors Croucher, Gonzalez, Lopez, Robak, and Thompson

Noes: None

Abstain: None

Absent: None

to approve the agenda.

5. APPROVE THE MINUTES OF THE REGULAR MEETING OF APRIL 3, 2013
AND SPECIAL MEETING OF MARCH 18, 2013

A motion was made by Director Robak, seconded by Director Lopez and carried with the following vote:

Ayes: Directors Croucher, Gonzalez, Lopez, Robak, and Thompson

Noes: None

Abstain: None

Absent: None

to approve the minutes of the regular meeting of April 3, 2013 and special meeting of March 18, 2013.

6. PUBLIC PARTICIPATION – OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO SPEAK TO THE BOARD ON ANY SUBJECT MATTER WITHIN THE BOARD'S JURISDICTION BUT NOT AN ITEM ON TODAY'S AGENDA

No one wished to be heard.

CONSENT CALENDAR

7. ITEMS TO BE ACTED UPON WITHOUT DISCUSSION, UNLESS A REQUEST IS MADE BY A MEMBER OF THE BOARD OR THE PUBLIC TO DISCUSS A PARTICULAR ITEM:

Upon a motion by Director Croucher, seconded by Director Thompson and carried with the following vote:

Ayes:	Directors Croucher, Gonzalez, Lopez, Robak and Thompson
Noes:	None
Abstain:	None
Absent:	None

to approve the following consent calendar items:

- a) APPROVE AND UPHOLD STAFF'S DECISION TO IMPOSE \$626.54 IN ADMINISTRATIVE FEES AND A \$1,000 FINE TO ARCO AM/PM, JIHAN, INC. FOR FILING THREE FRAUDULENT BACKFLOW CERTIFICATION TEST FORMS
- b) APPROVE RECOMMENDATION TO TAKE AN "OPPOSE UNLESS AMENDED" POSITION ON ASSEMBLY BILL 145 (PEREA), LEGISLATION TO MOVE THE STATE'S DRINKING WATER PROGRAM FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH TO THE STATE WATER RESOURCES CONTROL BOARD, AND AUTHORIZE THE BOARD PRESIDENT TO SEND A LETTER TO THE AUTHOR OF AB 145 STATING THE DISTRICT'S POSITION

ACTION ITEMS

8. FINANCE, ADMINISTRATION AND INFORMATION TECHNOLOGY

- a) ADOPT RESOLUTION NO. 4203 AUTHORIZING THE ISSUANCE OF, NOT-TO-EXCEED, \$9,000,000 IN OTAY WATER DISTRICT 2013 WATER REVENUE REFUNDING BONDS, AND AUTHORIZING THE GENERAL MANAGER AND THE CHIEF FINANCIAL OFFICER TO EXECUTE AND DELIVER RELATED DOCUMENTS AND TAKE OTHER RELATED ACTIONS NECESSARY FOR THE REFINANCING OF THE 2004 CERTIFICATES OF PARTICIPATION

Finance Manager Kevin Koeppen provided staff's report and recommendation to the board, and introduced the District's Financial Advisor, Ms. Suzanne Harrell of

Harrell & Company Advisors, LLC, to provide additional information concerning the District's refinancing of the 2004 Certificates of Participation. Please reference the Committee Action notes (Attachment A) attached to staff's report for additional details of Mr. Koeppen's and Ms. Harrell's presentations. Ms. Harrell indicated that she and Bond Counsel Bob Whalen worked together to develop several alternatives for the refinancing of the bonds.

Director Robak commented that he expected to see a larger savings with the bond refinancing. Finance Manager Koeppen responded that the savings are based mainly on the principle decreasing annually. Financial Advisor Harrell also responded that the bonds are only outstanding for nine (9) more years and is the reason the District will not see larger savings. If the District were to refinance for 20 years or more, the savings would be larger.

Director Croucher commented that he appreciates the fact that the District is solely refinancing and not including any new monies and projects. He inquired if there would be any risks to move forward with the refinancing. Chief Financial Officer Joe Beachem stated that the only risk is if the market rate increases and depletes the savings that the District would realize by refinancing. However, Mr. Beachem indicated that it would take a large jump in interest rates for staff not to move forward with the refinancing.

Director Thompson indicated at the Finance, Administration and Communications Committee meeting held April 17th, staff had presented several refinancing options. One option presented was to keep the payments the same and reduce the payment term to 5 or 6 years instead of the current 9 years. The second option, which is the proposed option, is to keep the same term of 9 years with much lower payments which would save the District approximately \$65,000 to \$70,000 annually. He indicated it was also discussed if there was a possibility of extending the bond issuance to finance Capital Improvement Projects (CIP) that may move forward. Chief Financial Officer Beachem indicated that the bond issuance only covers potable water projects and that there was no potable water projects planned in the next 6 years; therefore, extending the bond issuance was not required. However, Mr. Beachem indicated that financing for sewer projects will be needed in the future, but those projects are funded by state revolving funds which is fairly inexpensive. He also indicated that funding for potable water and sewer projects are maintained separately. Director Thompson commended staff for acquiring 1.7% average interest rate for the refinancing.

It was indicated by staff that the bond sale closing was originally scheduled for May 30th, but it has been moved to June 6th. President Lopez inquired if there was a time limit to locking in the interest rate and closing the bond sale. Bond Counsel Bob Whalen indicated that there is no legal limit for the length of time to close the sale of bonds and stated that the District is well within the timeframe of closing as it usually takes an average time of 2-4 weeks for the process. He noted that the interest rate will be locked-in on the bid date, which is scheduled on May 14, 2013.

Director Thompson also indicated that at the committee meeting Bond Counsel Whalen had indicated that the Security and Exchange Commission (SEC) requires staff and board members to review the key portions of the Official Statement to assure the information is accurate. The key sections are in particular the information about the District, not so much the terms of sale.

On motion by Director Croucher, seconded by Director Thompson and carried with the following vote:

Ayes:	Directors Croucher, Gonzalez, Lopez, Robak and Thompson
Noes:	None
Abstain:	None
Absent:	None

to adopt Resolution No. 4203 authorizing the issuance of, not-to-exceed, \$9,000,000 in Otay Water District 2013 water revenue refunding bonds, and authorizing the General Manager and the Chief Financial Officer to execute and deliver related documents and take other related actions necessary for the refinancing of the 2004 Certificates of Participation.

9. BOARD

a) DISCUSSION OF 2013 BOARD MEETING CALENDAR

There were no changes to the board meeting calendar.

District Secretary Susan Cruz noted that the May 14, 2013 Budget Workshop meeting will be held at 3:00pm.

INFORMATIONAL ITEMS

10. THESE ITEMS ARE PROVIDED TO THE BOARD FOR INFORMATIONAL PURPOSES ONLY. NO ACTION IS REQUIRED ON THE FOLLOWING AGENDA ITEMS.

a) STRATEGIC PLAN PERFORMANCE MEASURE REPORTING

Chief of Information Technology Geoff Stevens provided a report on the status of the District's Strategic Plan Performance Measures. He noted that for safety precautions, the District is in the process of outsourcing its external website and indicated that the board members will be receiving an email that will provide information on how to access the Intranet. He demonstrated how the site is interactive and showed how, as per the balance score card, the measures are divided into four categories (customer, financial, learning and growth, and business processes). He demonstrated how to drill down to objectives and measures, status and benchmark for each District department. The status is divided into different colors (blue= complete, orange=on hold, red=behind, etc.). Mr. Stevens also showed where to access the actual Strategic Plan on the Extranet.

In response to a question from Director Croucher, Mr. Stevens stated that approximately 3 years of information is available for review on the Extranet and that reports are available to print for up to a 5-year period. He stated, however, the information for every objective, since inception, is held in the system and a report can be provided from the past information.

Director Thompson inquired if the basic unit of the database is the “objective” and all information builds from the objective. Mr. Stevens stated that there are two (2) basic tools in the database; objectives and measures. Mr. Stevens indicated that the objectives are developed from the Mission Vision Statement, strategy and goals. The only thing that the District actually measures is the performance on objectives and performance measures. Director Thompson inquired if each objective has a finite beginning and end and is expected to be completed annually. Mr. Stevens stated that it depends on the issue and that some objectives can extend over multiple years.

Director Robak commented that the District is on the cutting edge of technology and that he would like to challenge IT staff to create a friendly mobile bill pay application to make it as easy as possible for customers to pay their bills.

President Lopez shared that he attended a Water Conservation Garden Workshop and indicated that some of the attendees shared their interest in the Otay Water District’s Strategic Plan; many of them indicated they had reviewed the strategic plan on the District’s website and had inquiries about it. He thanked Chief of Information Technology Stevens and staff for making the strategic plan available on the District’s website and stated that staff should start thinking about what the website should look like in five (5) to seven (7) years from now.

Mr. Geoff Stevens commented that the computer application helps with the District’s Strategic Plan in terms of transparency, but in essence the Plan itself is a new culture and more valuable than the computer application because it can be referred to when performing business processes.

Director Croucher commented that one of the reasons the board supports the Strategic Plan is because it measures efficiency and effectiveness of the District’s business process. The Plan also helps the District stay on track with its mission, which is to provide the best service to its customers.

General Manager Watton agreed with Director Croucher about how the Strategic Plan keeps the District on track. He stated that at the May 14, 2013 Budget Workshop, the Board will see how the Strategic Plan correlates with the District’s budget.

REPORTS

11. GENERAL MANAGER’S REPORT

General Manager Mark Watton presented his report which included the District Landscape Contest, Residential Water Surveys, Employee Information Meeting, ESRI Visit & Asset Management, Meter Efficiency Data, and the FY 2014 Budget and Rate Model.

Mr. Watton also presented handouts that included a UT San Diego news article regarding Olivenhain Municipal Water District's hunt for a new well site and several CWA presentations (Salton Sea Update, Report on Evaluation of Proposed Camp Pendleton Seawater Desalination Project, and Colorado River Conveyance Option). General Manager Watton also shared a page from a court reporter's transcript (1 page only) of the judge's comments with regard to the CWA v. MWD litigation. The one-page transcript describes the court's feelings regarding MWD's frivolous objections associated with the release of documents requested by CWA under the California Public Records Act. General Counsel Dan Shinoff stated that the court is very critical of law firms wasting taxpayers' dollars and the court's time with frivolous matters. General Manager Watton indicated that the judge ruled that all discoveries must be put forth by May 10, 2013.

Director Croucher reported that Lake Hodges had a pump failure which destroyed a lot of the core work that was completed. He indicated that Lake Hodges is dealing with cost overruns, which include design issues. He provided an update on the San Vicente project and indicated that it is moving along. He shared that MWD is going through its budget process and that its sales predications are questionable. Director Croucher stated that the MWD board delegates representing CWA at first believed that sale predictions were too high and now they are questioning if MWD has enough water supply to meet the demands of its customers. He shared that he met with Congressman Scott Peters and Congressman Peters acknowledges that there are problems in the State, such as taxpayers putting \$1 into Medicare and are trying to receive \$3 in benefits.

12. DIRECTORS' REPORTS/REQUESTS

Director Robak commented on economic impacts that the District could be facing, such as the revised estimate of the proposed California water packages that is approximately \$35 billion and the \$14 billion Twin Tunnels. He also commented on the CWA v. MWD litigation and stated that the handouts provided by General Manager Watton were indicative of the direction that the litigation is heading.

In response to several questions from Director Robak, General Manager Watton stated that an alternative pipeline near the Salton Sea area has been discussed and continues to be considered by CWA. Director Croucher indicated that CWA holds several designs for possible alternative pipeline alignments. It was also shared that the City of San Diego and CWA are working together on a Pre-Purification Project.

13. PRESIDENT'S REPORT

President Lopez reported on meetings he attended during the month of April 2013 (a list of meetings he attended is attached).

14. ADJOURNMENT

With no further business to come before the Board, President Lopez adjourned the meeting at 4:49 p.m.

President

ATTEST:

District Secretary

President's Report
May 1, 2013 Board Meeting

A) Meetings attended during the Month of April 2013:

- 1) **April 3: Attended the District's Regular Board Meeting**
- 2) **April 13: Attended the Water Conservation Garden Strategic Plan Workshop**
- 3) **April 16: Committee Agenda Briefing.** Met with General Manager Watton to review items that will be presented at the April Committee meetings.
- 4) **April 17: Attended the District's Finance, Administration & Communications Committee.** Reviewed, discussed, and made recommendation on items that will be presented at the May Board Meeting.
- 5) **April 24: Met with City of Chula Vista Mayor Cheryl Cox.** Updated her on the Rosarito Desalination Project and other Otay matters. Attendees: Director Mitch Thompson, General Manager Mark Watton and Communications Officer Armando Buelna.
- 6) **April 26:**
 - a. **Board Agenda Briefing.** Met with General Manager Watton and General Counsel Dan Shinoff to review items that will be presented at the May Board Meeting.
 - b. **Met with Assemblymember Shirley Weber.** Updated her on the Rosarito Desalination Project and other Otay matters. Attendees: General Manager Mark Watton and Communications Officer Armando Buelna.
- 7) **April 30: Met with City of Chula Vista Councilmember Aguilar.** Updated her on the Rosarito Desalination Project and other Otay matters. Attendees: Director Mitch Thompson, General Manager Mark Watton and Communications Officer Armando Buelna.



AGENDA ITEM 7a

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	June 5, 2013
SUBMITTED BY:	Kevin Cameron Assistant Civil Engineer	PROJECT:	P2507- DIV. NO. 2 001102
	Bob Kennedy Engineering Manager		
APPROVED BY:	<input checked="" type="checkbox"/> Rod Posada, Chief, Engineering <input checked="" type="checkbox"/> German Alvarez, Asst. General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	Approve Utility Agreements No. 33545, 33551, and 33556 with Caltrans for the East Palomar Utility Relocations		

GENERAL MANAGER'S RECOMMENDATION:

That the Board authorize the General Manager to execute Utility Agreements No. 33545, 33551, and 33556, with Caltrans for the East Palomar Utility Relocations (see attached Exhibit A for Project Location and Exhibit B for Utility Agreements).

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To obtain Board authorization for the General Manager to execute Utility Agreements No. 33545, 33551, and 33556 with Caltrans for relocation of District facilities in conflict with Caltrans' I-805 South Project.

ANALYSIS:

Caltrans has completed the design of new carpool/express lanes (HOV) within the freeway median along an 11 mile stretch of I-805 between East Palomar Street in Chula Vista and the I-805/SR 15 interchange in San Diego. The Project includes construction of a Direct Access Ramp

(DAR) at East Palomar Street that will connect to the express lanes, as well as in-line transit stations, and park and ride locations.

The District currently operates two (2) pipelines that cross Interstate 805 (I-805) freeway; a 10-inch pipeline within the East Palomar Overpass, and a 12-inch pipeline that runs under the freeway approximately 1300 feet south of East Palomar Street. These pipelines feed approximately 850 meters west of the freeway in the 458 pressure zone (see Exhibit C for service area).

In November 2010, Caltrans notified the District about plans to demolish and reconstruct the East Palomar Bridge Overpass. During the bridge reconstruction, the 10-inch pipeline would be out of service for approximately 24 months. In January 2013, the Board approved awarding a construction contract to Basile Construction for the 12-inch Potable Water Pipeline in East Orange Avenue, I-805 Crossing (P2513). The Orange Avenue pipeline will serve as the second crossing while the Palomar pipeline is out of service. Once the bridge is complete and the Palomar pipeline is put back into service, this third crossing would provide redundancy to the service area and allow future maintenance on any one of the crossings without interruption of service.

Responding to a request from Caltrans, staff submitted claim letters for two (2) crossings and one (1) facility relocation where the District has utility conflicts. Subsequently, the District received notices to relocate. Caltrans has prior rights for the portion of the Palomar pipeline within the Caltrans right-of-way, and the District has prior rights outside of Caltrans right-of-way. The District has prior and superior rights for the 12-inch pipeline under I-805, 1,300 feet south of the Palomar crossing. Caltrans will be performing the relocations at each of the three (3) sites.

Utility Agreement # 33545:

The scope of work for Utility Agreement No. 33545 includes relocating and replacing approximately 332 linear feet of 10-inch cement mortar lined and coated steel pipe (CMLCSP) located within the Caltrans right-of-way on I-805 in the East Palomar bridge, and 142 linear feet of 10-inch CMLCSP and 12-inch ACP in the public right-of-way. This relocation is necessary due to the realignment of the Palomar Street overpass and the addition of the new DAR onramp for the carpool lanes. The relocation

will not adversely affect any District customers' water service. The bridge crossing will be inaccessible for approximately 18-24 months while Caltrans reconstructs the East Palomar overpass.

The calculated depreciation cost for the existing pipeline is \$7,780. The total design and inspection costs to be incurred by the District for this relocation are estimated at \$275,000. The estimated construction cost for the relocation of the 12-inch pipeline is \$376,000 and will be performed by Caltrans. Caltrans has prior rights for the portion of the pipeline within the bridge and state right of way. The District is responsible for the design, inspection, and construction costs for the portion within the state right-of-way and the betterment costs within the state right-of-way. Caltrans is responsible for the cost of the design, inspection, and construction costs minus depreciation and betterment outside of the state right-of-way. The total District's liability for this agreement is \$387,000. In summary, of the \$623,220 in total cost for the replacement, the District is responsible for 62.1% (\$387,000) and Caltrans is responsible for 37.9% (\$236,220).

Utility Agreement # 33551:

The scope of work for Utility Agreement No. 33551 includes relocating a fire hydrant located at the corner of East Palomar Street and Nacion Avenue, 40 feet south on Nacion Avenue. This relocation is necessary due to the widening of East Palomar Street and the East Palomar bridge. The relocation will not adversely affect any District customers.

The calculated depreciation cost for the existing fire hydrant is \$764. The total design and inspection costs to be incurred by the District for this relocation are estimated at \$2,000. The estimated construction cost for installing the new fire hydrant is \$13,000 and will be performed by Caltrans. The hydrant is outside of the state right-of-way, therefore, Caltrans is responsible for the design, inspection, and construction cost minus depreciation. The District's total liability for this agreement is \$764.

Utility Agreement # 33556:

The scope of work for Utility Agreement No. 33556 includes relocating and replacing approximately 50 linear feet of 12-inch concrete cylindrical pipe (CCP) located in 1,300 feet south on I-805 of the East Palomar bridge. The 50 feet of 12-inch CCP will be replaced with CMLCSP. This relocation is necessary due

to the widening of the freeway to accommodate the carpool lanes. The relocation will not adversely affect any District customers.

This work also includes the installation of a 40 foot long concrete mat over the existing pipeline to protect it from the new retaining wall Caltrans will be installing.

The calculated depreciation cost for the existing 50 feet of 12-inch CCP is \$709. The total design and inspection costs to be incurred by the District for this relocation are estimated at \$15,000. The estimated construction cost for the relocation and protective pad is \$32,500 and will be performed by Caltrans. The District has prior rights, therefore, Caltrans is responsible for the design, inspection, and construction costs minus depreciation and betterment. The total District's liability for this agreement is \$709.

Overall:

The total District's liability, as described in the claim letter dated June 7, 2012, is \$388,473.

	Caltrans Responsibility	OWD Responsibility
Design - 33545	\$90,000	\$110,000
Depreciation		\$7,780
Construction ¹	\$111,220	\$229,220
Inspection	\$35,000	\$40,000
Subtotal - 33545	\$236,220	\$387,000
Design - 33551	\$1,400	
Depreciation		\$764
Construction	\$13,000	
Inspection	\$600	
Subtotal - 33551	\$15,000	\$764
Design - 33556	\$11,000	
Depreciation		\$709
Construction	\$32,500	
Inspection	\$4,000	
Subtotal - 33556	\$47,500	\$709
Total	\$298,720	\$388,473
1. Construction costs for 33545 include betterment for OWD		

Consistent with the conditions of all other utility agreements between the District and Caltrans, actual costs may not exceed

125 percent of the estimated cost in the agreement without a revised amendment being executed. Currently, the District has incurred higher costs than originally anticipated; however, the higher costs are within the 125 percent and will not need to be amended at this time.

FISCAL IMPACT: Joe Beachem, Chief Financial Officer

The total budget for CIP P2507, as approved in the FY 2013 budget, is \$900,000. Total expenditures, plus outstanding commitments and forecast, are \$501,381.

Based on a review of the financial budget, the Project Manager anticipates that the budget for CIP 2507 will be sufficient to support the Project. See Attachment B for budget detail.

Finance has determined that 100% of the funding is available from the Replacement Fund.

STRATEGIC GOAL:

This Project supports the District's Mission statement, "To provide high value water and wastewater services to the customers of the Otay Water District in a professional, effective, and efficient manner" and the General Manager's Vision, "A District that is at the forefront in innovations to provide water services at affordable rates, with a reputation for outstanding customer service."

LEGAL IMPACT:

None.

KC/BK:jf

P:\WORKING\CIP P2507 - E. Palomar Street Utility Relocation\Staff Reports\BD 06-05-13, Staff Report, Utility Agreement 33545, 33551, 33556, (KC-BK).docx

Attachments: Attachment A - Committee Action
Attachment B - Budget Detail
Exhibit A - Project Location
Exhibit B - Utility Agreements
Exhibit C - Customers in the 458 Pressure Zone,
West of the I-805



ATTACHMENT A

SUBJECT/PROJECT: P2507-001103	Approve Utility Agreements No. 33545, 33551, and 33556 with Caltrans for the East Palomar Utility Relocations
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COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee reviewed this item at a meeting held on May 16, 2013 and the following comments were made:

- Staff is requesting that the Board authorize the General Manager to execute Utility Agreements No. 33545, 33551, and 33556, with Caltrans for the East Palomar Utility Relocations.
- Staff provided a background of the East Orange Avenue Bridge Project that requires District facilities at three (3) locations to be temporarily out of service or relocated (See Exhibit A). It was indicated that on January 2, 2013, the Board gave authorization to construct a 12" pipeline through the Orange Avenue Bridge over the I-805.
- Staff provided the scope of work for the Palomar crossing (Utility Agreement #33545), Fire Hydrant relocation (Utility Agreement #33551), and the 12-inch pipeline crossing the I-805 (Utility Agreement #33556). See Exhibit B for details of each Utility Agreement.
- Staff indicated that the total District liability per the agreements is \$388,473 and that the breakdown is located on the table on page 3 of the staff report.
- In response to a question by the Committee, staff indicated that the pipeline crossing the I-805 is essentially a redundancy pipeline that would be utilized as a back-up pipeline to prevent interruption of water services should the main pipeline ever fail.

- The Committee indicated that the total budget for CIP P2507 is \$900,000, but total expenditures plus outstanding commitments and forecast amounted to \$501,381. The Committee inquired if the District anticipates a \$400,000 savings or would it be dedicated to additional work for CIP P2507. Staff indicated that the budget of \$900,000 for CIP P2507 included an allocation for anticipated work associated with the pipeline installation. However, Caltrans was able to perform the work which allowed the District to save money. It was indicated that the money saved will be rolled back into the CIP budget.

Upon completion of the discussion, the Committee supported presentation to the full Board as a consent item.



ATTACHMENT B

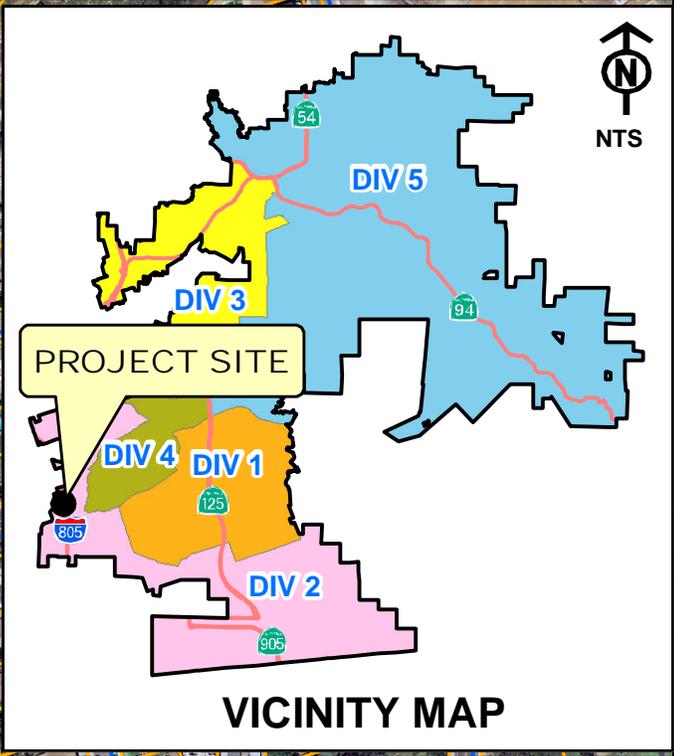
SUBJECT/PROJECT: P2507-001103	Approve Utility Agreements No. 33545, 33551, and 33556 with Caltrans for the East Palomar Utility Relocations
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Otay Water District					Date Updated: 4/25/2013
P2507-East Palomar Street Utility Relocation					
Budget	Committed	Expenditures	Outstanding Commitment & Forecast	Projected Final Cost	Vendor/Comments
900,000					
002000					
Palomar Bridge					
Consultant Contracts	\$ 3,789	\$ 3,789	\$ -	\$ 3,789	NARASIMHAN CONSULTING SERVICES
	\$ 64,895	\$ 64,895	\$ -	\$ 64,895	LEE & RO INC
	\$ 3,950	\$ 3,950	\$ -	\$ 3,950	ATKINS
For Ops Only - Contracted Services	\$ 260	\$ 260	\$ -	\$ 260	PENHALL COMPANY
	\$ 2,300	\$ 2,300	\$ -	\$ 2,300	KIRK PAVING INC
Regulatory Agency Fees	\$ 50	\$ 50	\$ -	\$ 50	PETTY CASH CUSTODIAN
Infrastructure Equipment & Materials	\$ 495	\$ 495	\$ -	\$ 495	CITY OF CHULA VISTA
	\$ 359	\$ 359	\$ -	\$ 359	UNITED RENTALS (NORTH AMERICA)
Standard Salaries	\$ 166,450	\$ 166,450	\$ 125,000	\$ 291,450	
Construction Contract	\$ 320,440	-	\$ 320,440	\$ 320,440	CALTRANS CONTRACTOR
Design Reimbursement	-	-	\$ (90,000)	\$ (90,000)	UTILITY AGREEMENT # 33545
Construction Reimbursement	-	-	\$ (146,220)	\$ (146,220)	UTILITY AGREEMENT # 33545
Depreciation	\$ 7,780	-	\$ 7,780	\$ 7,780	UTILITY AGREEMENT # 33545
Project Closeout	\$ 20,000	-	\$ 20,000	\$ 20,000	CLOSEOUT
Project Contingency	\$ 16,022	-	\$ 16,022	\$ 16,022	5% CONTINGENCY
Total Palomar Bridge	\$ 606,790	\$ 242,548	\$ 253,022	\$ 495,570	
003000					
Oleander FH Relocation					
Standard Salaries	\$ 1,423	\$ 1,423	\$ 3,600	\$ 5,023	
Construction Contract	\$ 10,000	-	\$ 10,000	\$ 10,000	CALTRANS CONTRACTOR
Design Reimbursement	-	-	\$ (1,400)	\$ (1,400)	UTILITY AGREEMENT # 33551
Construction Reimbursement	-	-	\$ (13,600)	\$ (13,600)	UTILITY AGREEMENT # 33551
Depreciation	\$ 764	-	\$ 764	\$ 764	UTILITY AGREEMENT # 33551
Project Closeout	\$ 1,000	-	\$ 1,000	\$ 1,000	CLOSEOUT
Project Contingency	\$ 500	-	\$ 500	\$ 500	5% CONTINGENCY
Total Oleander FH Relocation	\$ 13,687	\$ 1,423	\$ 864	\$ 2,287	
004000					
12-Inch PL Under I-805					
Standard Salaries	\$ 10,390	\$ 10,390	\$ 6,000	\$ 16,390	
Construction Contract	\$ 28,500	-	\$ 28,500	\$ 28,500	CALTRANS CONTRACTOR
Design Reimbursement	-	-	\$ (11,000)	\$ (11,000)	UTILITY AGREEMENT # 33556
Construction Reimbursement	-	-	\$ (36,500)	\$ (36,500)	UTILITY AGREEMENT # 33556
Depreciation	\$ 709	-	\$ 709	\$ 709	UTILITY AGREEMENT # 33556
Project Closeout	\$ 4,000	-	\$ 4,000	\$ 4,000	CLOSEOUT
Project Contingency	\$ 1,425	-	\$ 1,425	\$ 1,425	5% CONTINGENCY
Total 12-Inch PL Under I-805	\$ 45,024	\$ 10,390	\$ (6,866)	\$ 3,524	
Grand Total	\$ 685,501	\$ 254,361	\$ 247,020	\$ 501,381	

East Palomar Bridge
UA# 33545

Fire Hydrant Relocation
UA# 33551

12-inch PL Under I-805
UA# 33556



P:\WORKING\CIP P2507 - E. Palomar Street Utility Relocation\Staff Reports\LocationMap.mxd



OTAY WATER DISTRICT

EAST PALOMAR UTILITY RELOCATION
LOCATION MAP



EXHIBIT B

UTILITY AGREEMENTS

33545

33551

33556

UTILITY AGREEMENT

RW 13-5 (REV 12/2012)

ISTRICIT 11	COUNTY SD	ROUTE 805	POST MILE 4.7-5.6	PROJECT ID 1100020051	EA 2T1821
FEDERAL PARTICIPATION N/A			OWNER'S FILE NUMBER		
FEDERAL PARTICIPATION					
On the Project <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			On the Utilities <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Owner Payee Data No. VC0000020910 or Form STD 204 is attached **UTILITY AGREEMENT NO** 33545**DATE** _____

The State of California, acting by and through the Department of Transportation, hereinafter called "STATE," proposes to replace structure and construct DAR on I -805, in San Diego County in Chula Vista, from 0.4 mile south of east Palomar Street overcrossing to 0.1 mile north of Naples Street undercrossing

And

NAME: Otay Water District
 ADDRESS: 2554 Sweetwater Springs Blvd. Spring Valley, CA 91978

hereinafter called "OWNER," owns and maintains a 10" and 12" potable water line running in Palomar Street within the limits of STATE's project which requires the water line to be relocated for construction of the Palomar Street bridge to accommodate STATE's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 33556 dated 06/07/2012, STATE shall relocate OWNER's waterline as shown on STATE's contract plans for the improvement of State Route 805, EA 2T1824/1100020051 which by this reference are made a part hereof. OWNER hereby acknowledges review of STATE's plans for work and agrees to the construction in the manner proposed. Deviations from the plan described above initiated by either the STATE or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the STATE and agreed to/acknowledged by the OWNER, will constitute an approved revision of the plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner. OWNER shall have the right to inspect the work during construction. Upon completion of the work by STATE, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to STATE ownership of the replaced facilities, except in the case of liability determined pursuant to Water Code 7034 or 7035.

II. LIABILITY FOR WORK

The existing facilities described in Section I above will be relocated at 39.1% STATE expense and 60.1% OWNER expense in accordance with the following proration:

STATE liability for relocation in kind: $\frac{\$243,679}{\$623,679} = 39.1\%$

OWNER liability for relocation in kind: $\frac{\$380,000}{\$623,679} = 60.1\%$

UTILITY AGREEMENT NO. 33545

LIABILITY FOR WORK (Continued)

This proration will be used to cover all costs for the project excluding betterment, which will be 100% OWNER liability.

The estimated construction costs of relocation the existing water facilities under STATE highway contract is \$356,000.00 less depreciation.

STATE share: $\$348,679.00 \times 39.1\% = \$136,333.49$ (STATE liability)
OWNER share: $\$348,679.00 \times 60.1\% = \$212,345.51$ (OWNER liability)

OWNERS's costs for in-house engineering, consultant design fees, inspection, and operational testing are estimated at \$275,000.00, prorated as follows:

STATE share: $\$275,000 \times 39.1\% = \$107,525.00$ (STATE liability)
OWNER share: $\$275,000.00 \times 60.9\% = \$167,475.00$ (OWNER liability)

III. PERFORMANCE OF WORK

Owner shall have access to all phases of the relocation work to be performed by STATE, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Construction Contract; however, all questions regarding the work being performed will be directed to STATE's Resident Engineer for their evaluation and final disposition.

Use of out-of-state personnel (or personnel requiring lodging and meal per diem expenses) will not be allowed without prior written authorization by state's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. Accounting Form FA 1301 is to be completed and submitted for all non-State personnel travel per diem.

OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the State's Department of Personnel Administration travel expense guidelines.

IV. PAYMENT FOR WORK

The STATE shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles. The OWNER's billing cost to the state is \$107,525.00.

The OWNER shall pay its share of the actual cost of said work included in the STATE's highway construction contract within 45 days after receipt of STATE's bill, compiled on the basis of the actual bid price of said contract. The estimated cost to OWNER for the work being performed by the STATE's highway contractor is \$212,345.51. In the event actual final relocation costs as established herein are less than the sum of money advanced by OWNER to STATE, STATE hereby agrees to refund to OWNER the difference between said actual cost and the sum of money so advanced. In the event that the actual cost of relocation exceeds the amount of money advanced to STATE, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse STATE said deficient costs upon receipt of an itemized bill as set forth herein.

It is understood that the relocation as herein contemplated includes betterment to OWNER's facilities by reason of increased capacity in the estimated amount of \$20,000.00, said amount to be deposited upon demand in the Accounts Receivable Office of the Department of Transportation, prior to the time that the subject freeway/highway contract bid is opened by the STATE. The final betterment payment shall be calculated based upon the actual quantities installed as determined by the STATE's engineer, and the current cost data as determined from the records of the OWNER. In addition, the OWNER shall credit the STATE at the time of the final billing for all the accrued depreciation and the salvage value of any material or parts salvaged and retained by the OWNER

UTILITY AGREEMENT NO.

33545

PAYMENT FOR WORK (Continued)

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by STATE of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the STATE within 360 days after the completion of the work described in Section I above. If the STATE has not received a final bill within 360 days after notification of completion of Owner's work described in Section I of this Agreement, and STATE has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements, if required for OWNER's facilities, STATE will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the STATE processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the STATE shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by STATE. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER's final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of STATE.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by State and or Federal auditors. OWNER agrees to comply with Contract Cost Principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and/or 18 CFR, Chapter 1, Part 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse STATE upon receipt of STATE billing.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of STATE's request of May 16, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If STATE's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, STATE will notify OWNER in writing and STATE reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

OWNER shall submit a Notice of Completion to the STATE within 30 days of the completion of the work described herein

All obligations of STATE under the terms of this Agreement are subject to the passage of the annual Budget Act by the State Legislature and the allocation of those funds by the California Transportation Commission.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 and 23 USC, section 313 as applicable, is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the STATE and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

UTILITY AGREEMENT NO.
33545

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

STATE: DEPARTMENT OF TRANSPORTATION

OWNER: OTAY WATER DISTRICT

By [Signature] 3/27/13
 Name GREG GUTIERREZ, CHIEF Date
 Title Utility Relocation Branch
 Right of Way Division

By _____
 Name _____ Date
 Title _____

APPROVAL RECOMMENDED:

By [Signature] 3-27-13
 Name Carol Vu Date
 Title Utility Coordinator
 Right of Way

By _____
 Name _____ Date
 Title _____

THIS AGREEMENT SHALL NOT BE EXECUTED BY THE STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION UNTIL FUNDS ARE CERTIFIED.

DO NOT WRITE BELOW - FOR ACCOUNTING PURPOSES ONLY

PLANNING AND MANAGEMENT TO COMPLETE UNSHADED FIELDS:

UTILITY COMPLETES:

T CODE	DOCUMENT NUMBER	SUF FIX	DIST	UNIT	CHG DIST	PROJECT ID	PHASE	SPECIAL DESIGNATION	FFY	FA	OBJ CODE	DOLLAR AMOUNT
	UA 033566		11	2839	11	1100020051	9	933566	13	7	054N	\$ 107,525.00
	UA											

PROJECT ID FUNDING VERIFIED:
 Sign: [Signature] 4/3/13
 Print: Joey York Date
 R/W Planning and Management

REVIEW/REQUEST FUNDING:
 Sign: [Signature] 3-27-13
 Print: Carol Vu Date
 Utility Coordinator

THE ESTIMATED COST TO STATE FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS \$ 243,858.49.

CERTIFICATION OF FUNDS				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure shown here.				
Planning and Management				Date
ITEM	CHAP	STAT	FY	AMOUNT
2010-2012-0043 20.20	21	2012	13	107,525.00

FUND TYPE	PROJECT ID	AMOUNT
Design Funds		\$
Construction Funds	2T1824	\$ 136,333.49
RW Funds	2T1829	\$ 107,525.00

Vendor/Customer: VC0000020910
 Address ID: AD001

Distribution: 2 originals to R/W Accounting
 1 original to Utility Owner
 1 original to Utility File

UTILITY AGREEMENT

RW 13-5 (REV 12/2012)

DISTRICT 11	COUNTY SD	ROUTE 805	POST MILE 4.7-5.6	PROJECT ID 1100020051	EA 2T1821
FEDERAL PARTICIPATION N/A			OWNER'S FILE NUMBER		
FEDERAL PARTICIPATION On the Project <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No On the Utilities <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

Owner Payee Data No. VC0000020910 or Form STD 204 is attached **UTILITY AGREEMENT NO** 33551**DATE** _____

The State of California, acting by and through the Department of Transportation, hereinafter called "STATE," proposes to replace structure and construct DAR on I -805, in San Diego County in Chula Vista, from 0.4 mile south of east Palomar Street overcrossing to 0.1 mile north of Naples Street undercrossing

And

NAME: Otay Water DistrictADDRESS: 2554 Sweetwater Springs Blvd. Spring Valley, CA 91978

hereinafter called "OWNER," owns and maintains a Fire Hydrant located 40 feet south of the intersection of East Palomar Street and Nacion Avenue within the limits of STATE's project which requires the Fire Hydrant be moved 40 feet south of its current location to accommodate STATE's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 33551 dated 06/05/2012, STATE shall relocate OWNER's fire hydrant as shown on STATE's contract plans for the improvement of State Route 805, EA 2T1821/1100020051 which by this reference are made a part hereof. OWNER hereby acknowledges review of STATE's plans for work and agrees to the construction in the manner proposed. Deviations from the plan described above initiated by either the STATE or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the STATE and agreed to/acknowledged by the OWNER, will constitute an approved revision of the plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner. OWNER shall have the right to inspect the work during construction. Upon completion of the work by STATE, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to STATE ownership of the replaced facilities, except in the case of liability determined pursuant to Water Code 7034 or 7035.

II. LIABILITY FOR WORK

The existing facilities are lawfully maintained in their present location and qualify for relocation at STATE expense under the provisions of Sections 703 of Streets and Highways Code.

III. PERFORMANCE OF WORK

Owner shall have access to all phases of the relocation work to be performed by STATE, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Construction Contract; however, all questions regarding the work being performed will be directed to STATE's Resident Engineer for their evaluation and final disposition.

Use of out-of-state personnel, (or personnel requiring lodging and meal per diem expenses) will not be allowed without prior written authorization by state's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. Accounting Form FA 1301 is to be completed and submitted for all non-State personnel travel per diem.

UTILITY AGREEMENT NO.

3354

PERFORMAMANCE OF WORK (Continued)

OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per diem expenses shall not exceed the per diem expense amounts allowed under the State's Department of Personnel Administration travel expense guidelines.

IV. PAYMENT FOR WORK

The STATE shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER'S itemized bill, signed by a responsible official of OWNER'S organization and prepared on OWNER'S letterhead, compiled on the basis of the actual and necessary cost and expense. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles. The OWNER'S billing cost to the state is \$2,000.00.

It is understood and agreed that the STATE will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the STATE for the "used life" or accumulated depreciation of the replaced facilities and for the salvage value of any materials or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by STATE of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the STATE within 360 days after the completion of the work described in Section I above. If the STATE has not received a final bill within 360 days after notification of completion of Owner's work described in Section I of this Agreement, and STATE has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements, if required for OWNER's facilities, STATE will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the STATE processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the STATE shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by STATE. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER's final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of STATE.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by State and or Federal auditors. OWNER agrees to comply with Contract Cost Principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and/or 18 CFR, Chapter 1, Part 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse STATE upon receipt of STATE billing.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of STATE's request of May 16, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

UTILITY AGREEMENT NO.

335~~5~~4**GENERAL CONDITIONS (Continued)**

If STATE's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, STATE will notify OWNER in writing and STATE reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of STATE under the terms of this Agreement are subject to the passage of the annual Budget Act by the State Legislature and the allocation of those funds by the California Transportation Commission.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 and 23 USC, section 313 as applicable, is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the STATE and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

UTILITY AGREEMENT NO. 33551

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

STATE: DEPARTMENT OF TRANSPORTATION

OWNER: Otay Water District

By 3-5-13
 Date
 District Division Chief, Right of Way
 Delegated, GREG GUTIERREZ, Chief
 Utility Branch Relocation

By _____
 Name _____
 Title _____
 Date _____

By 3-5-13
 Date
 Carol Vu
 Utility Coordinator

By _____
 Name _____
 Title _____
 Date _____

THIS AGREEMENT SHALL NOT BE EXECUTED BY THE STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION UNTIL FUNDS ARE CERTIFIED.

DO NOT WRITE BELOW - FOR ACCOUNTING PURPOSES ONLY

PLANNING AND MANAGEMENT TO COMPLETE UNSHADED FIELDS:

T CODE	DOCUMENT NUMBER	SUF FIX	DIST	UNIT	CHG DIST	PROJECT ID	PHASE	SPECIAL DESIGNATION	FFY	UTILITY COMPLETES:		
										FA	OBJ CODE	DOLLAR AMOUNT
1113	UA03355		11	2839	11	1100020051	9	933551	13	7	054N	2,000.00
	UA											

PROJECT ID FUNDING VERIFIED:
 Sign: > 3/11/13
 Print: Joey York
 R/W Planning and Management
 Date

REVIEW/REQUEST FUNDING:
 Sign: > 3-5-13
 Print: Carol Vu
 Utility Coordinator
 Date

THE ESTIMATED COST TO STATE FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS \$15,000.

CERTIFICATION OF FUNDS				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure shown here.				
<u></u> Planning and Management				<u>3/11/13</u> Date
ITEM	CHAP	STAT	FY	AMOUNT
2460-302-0092 20.20	21	2012	12/13	2,000.00

FUND TYPE	PROJECT ID	AMOUNT
Design Funds		\$
Construction Funds	2T1824	\$ 13,000
RW Funds	2T1829	\$ 2,000

Vendor/Customer: VC0000020910
 Address ID: AD001

Distribution: 2 originals to R/W Accounting
 1 original to Utility Owner
 1 original to Utility File

UTILITY AGREEMENT

RW 13-5 (REV 12/2012)

DISTRICT 11	COUNTY SD	ROUTE 805	POST MILE 4.7-5.6	PROJECT ID 1100020051	EA 2T1821
FEDERAL PARTICIPATION N/A			OWNER'S FILE NUMBER		
FEDERAL PARTICIPATION On the Project <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No On the Utilities <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

Owner Payee Data No. VC0000020910 or Form STD 204 is attached **UTILITY AGREEMENT NO** 33556**DATE** _____

The State of California, acting by and through the Department of Transportation, hereinafter called "STATE," proposes to replace structure and construct DAR on I -805, in San Diego County in Chula Vista, from 0.4 mile south of east Palomar Street overcrossing to 0.1 mile north of Naples Street undercrossing

And

NAME: Otay Water DistrictADDRESS: 2554 Sweetwater Springs Blvd. Spring Valley, CA 91978

hereinafter called "OWNER," owns and maintains a 12" potable water line running under the I-805 at Station 285+12.97 within the limits of STATE's project which requires the water line to be protected in place on the west side of the freeway and lowered in place on the east side to accommodate STATE's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 33556 dated 06/07/2012, STATE shall relocate OWNER's waterline as shown on STATE's contract plans for the improvement of State Route 805, EA 2T1821/1100020051 which by this reference are made a part hereof. OWNER hereby acknowledges review of STATE's plans for work and agrees to the construction in the manner proposed. Deviations from the plan described above initiated by either the STATE or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the STATE and agreed to/acknowledged by the OWNER, will constitute an approved revision of the plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner. OWNER shall have the right to inspect the work during construction. Upon completion of the work by STATE, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to STATE ownership of the replaced facilities, except in the case of liability determined pursuant to Water Code 7034 or 7035.

II. LIABILITY FOR WORK

The existing facilities are located in their present position pursuant to rights superior to those of the STATE and will be relocated at STATE expense.

III. PERFORMANCE OF WORK

Owner shall have access to all phases of the relocation work to be performed by STATE, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Construction Contract; however, all questions regarding the work being performed will be directed to STATE's Resident Engineer for their evaluation and final disposition.

Use of out-of-state personnel (or personnel requiring lodging and meal per diem expenses) will not be allowed without prior written authorization by state's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. Accounting Form FA 1301 is to be completed and submitted for all non-State personnel travel per diem.

UTILITY AGREEMENT NO.

33556

PERFORMAMANCE OF WORK (Continued)

OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the State's Department of Personnel Administration travel expense guidelines.

IV. PAYMENT FOR WORK

The STATE shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER'S itemized bill, signed by a responsible official of OWNER'S organization and prepared on OWNER'S letterhead, compiled on the basis of the actual and necessary cost and expense. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles. The OWNER'S billing cost to the state is \$15,00.00.

It is understood and agreed that the STATE will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the STATE for the "used life" or accumulated depreciation of the replaced facilities and for the salvage value of any materials or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by STATE of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the STATE within 360 days after the completion of the work described in Section I above. If the STATE has not received a final bill within 360 days after notification of completion of Owner's work described in Section I of this Agreement, and STATE has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements, if required for OWNER's facilities, STATE will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the STATE processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the STATE shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by STATE. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER's final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of STATE.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by State and or Federal auditors. OWNER agrees to comply with Contract Cost Principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and/or 18 CFR, Chapter 1, Part 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse STATE upon receipt of STATE billing.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of STATE's request of May 16, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

UTILITY AGREEMENT NO.

33556

GENERAL CONDITIONS (Continued)

If STATE's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, STATE will notify OWNER in writing and STATE reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

OWNER shall submit a Notice of Completion to the STATE within 30 days of the completion of the work described herein

All obligations of STATE under the terms of this Agreement are subject to the passage of the annual Budget Act by the State Legislature and the allocation of those funds by the California Transportation Commission.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 and 23 USC, section 313 as applicable, is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the STATE and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

UTILITY AGREEMENT NO.
33556

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

STATE: DEPARTMENT OF TRANSPORTATION

OWNER: OTAY WATER DISTRICT

By [Signature] 3-11-13
 Name GREG GUTIERREZ, CHIEF Date
 Title Utility Relocation Branch
 Right of Way Division

By _____ Date
 Name _____ Title

APPROVAL RECOMMENDED:

By [Signature] 3-08-13
 Name Carol Vu Date
 Title Utility Coordinator
 Right of Way

By _____ Date
 Name _____ Title

THIS AGREEMENT SHALL NOT BE EXECUTED BY THE STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION UNTIL FUNDS ARE CERTIFIED.

DO NOT WRITE BELOW - FOR ACCOUNTING PURPOSES ONLY

PLANNING AND MANAGEMENT TO COMPLETE UNSHADED FIELDS:

T CODE	DOCUMENT NUMBER	SUP FIX	DIST	UNIT	CHG DIST	PROJECT ID	PHASE	SPECIAL DESIGNATION	FFY	UTILITY COMPLETES:		
										FA	OBJ CODE	DOLLAR AMOUNT
113	UA033556		11	2839	11	1100020051	9	933556	13	7	054N	\$ 15,000.00
	UA											

PROJECT ID FUNDING VERIFIED:
 Sign: > [Signature]
 Print: > Joey York
 R/W Planning and Management
 Date: 3/18/13

REVIEW/REQUEST FUNDING:
 Sign: > [Signature]
 Print: > Carol Vu
 Utility Coordinator
 Date: 3-08-13

THE ESTIMATED COST TO STATE FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS \$ 47,500.00 ^{47,500.00} ~~47,000.00~~

CERTIFICATION OF FUNDS				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure shown here.				
<u>[Signature]</u>				Date
Planning and Management				
ITEM	CHAP	STAT	FY	AMOUNT
2000-302-0042	21	2012	12/13	15,000.00
20.20				

FUND TYPE	PROJECT ID	AMOUNT
Design Funds		\$
Construction Funds	2T1824	\$ 32,000.00 ^{32,000}
RW Funds	2T1829	\$ 15,000.00

Vendor/Customer: VC0000020910
 Address ID: AD001

Distribution: 2 originals to R/W Accounting
 1 original to Utility Owner
 1 original to Utility File

- Potable Pipelines
- 458 Pressure Zone
- Service Area Affected by Caltrans Work in the 458 Pressure Zone

SWEETWATER AUTHORITY

OWD BOUNDARY
PALOMAR STREET

EAST PALOMAR OVERPASS
10-INCH PIPELINE
TO BE TEMPORARILY
OUT OF SERVICE

12-INCH PIPELINE
UNDER I-805, 50 FT.
PORTION TO BE LOWERED

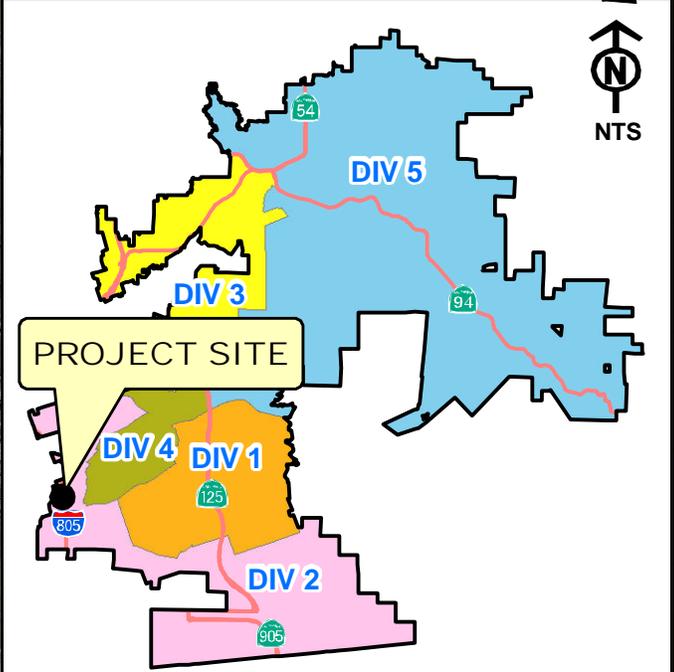


NEW 12-INCH PIPELINE
IN ORANGE AVENUE OVERPASS
TO BE COMPLETED 10/2013

OLYMPIC PARKWAY

458-1 & 458-2 TANKS

OWD BOUNDARY
ORANGE AVENUE



VICINITY MAP



OTAY WATER DISTRICT

EAST PALOMAR UTILITY RELOCATION LOCATION MAP



CIP P2507

P:\WORKING\CIP P2507 - E. Palomar Street Utility Relocation\Staff Reports\LocationMap.mxd



AGENDA ITEM 7b

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	June 5, 2013
SUBMITTED BY:	Jose Martinez, Utility Services Manager	W.O./G.F. NO:	DIV. NO. All
APPROVED BY: (Chief)	Pedro Porras, Chief, Water Operations		
APPROVED BY: (Asst. GM):	German Alvarez, Assistant General Manager		
SUBJECT:	AWARD PURCHASE ORDER TO KIRK PAVING FOR ANNUAL AS-NEEDED PAVING SERVICES		

GENERAL MANAGER'S RECOMMENDATION:

That the Board authorize issuing a blanket purchase order to Kirk Paving in an amount not to exceed \$175,000 for as-needed asphalt paving services from July 1, 2013 through June 30, 2014.

COMMITTEE ACTION: _____

Please see Attachment "A".

PURPOSE:

To present bid results and request that the Board authorize issuing a blanket purchase order to Kirk Paving, Lakeside, CA for as-needed asphalt paving services from July 1, 2013 through June 30, 2014 in an amount not to exceed \$175,000.

ANALYSIS:

As a regular course of business, the District is required to maintain and repair its water delivery infrastructure. Routinely this work requires the removal and re-installation of asphalt paving in public roadways. It has been shown more effective and efficient for the District to use outside contractors for its asphalt paving work. Therefore, the District has used outside asphalt paving contract services for more than eight (8) years.

As-needed paving services has been included in the FY 2014 Operating Budget under Contracted Services. The FY 2014 budget for Contracted Services is \$175,000.

In accordance with District's purchasing requirements, a notice was published and bids were solicited for this work on a "unit price" basis. On April 24, 2013 nine (9) contractors attended a mandatory pre-bid meeting and on May 6, 2013 bids were received and publicly opened with the following results from five(5) bidders:

<i>Bidder</i>	<i>Weighted Score</i>
Kirk Paving	600.80
Miller Paving	675.64
Frank & Son	677.80
TC Construction Company	723.30
Angus Asphalt	783.00

The low bidder was determined to be Kirk Paving, Lakeside CA. Attachment B was produced by the purchasing manager and is attached.

Kirk Paving served as the FY-2013 as-needed paving service contractor for the District and has performed all required work with no issues noted. We are confident that they will be able to perform the required work.

Bids have been submitted on a unit cost basis for the types of work typically required during paving. The types of work are assigned a weight factor based on the District's experience of the frequency they will be employed during the term of the agreement and these weights are multiplied by the unit cost to determine a unit score. Unit scores are totaled to provide the overall score of the bid and the contractor with the lowest overall score is the low bidder. Please refer to Attachment B.

FISCAL IMPACT: _____

The FY 2014 budget request includes \$175,000 for as-needed paving services. The project manager has projected that this requested amount is sufficient to meet the paving needs in the 2014 fiscal year.

STRATEGIC GOAL:

Strategy: Stewards of Public Infrastructure
 Goal: Conduct the best practice preventative maintenance activities.

LEGAL IMPACT:

None.

General Manager

Attachment "A", Committee Action

Attachment "B", FY14 As-needed Paving Services Score Sheet



ATTACHMENT A

SUBJECT/PROJECT:	Award Purchase Order to Kirk Paving for Annual As-Needed Paving Services
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COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee reviewed this item at a meeting held on May 16, 2013 and the following comments were made:

- Staff requested that the Board authorize issuing a blanket purchase order to Kirk Paving in an amount not to exceed \$175,000 for as-needed asphalt paving services from July 1, 2013 through June 30, 2014.
- It was noted that the District is required to maintain and repair its water delivery infrastructure, which in many cases involves removal and re-installation of asphalt paving. The District determined that it is more efficient to contract out asphalt paving and has contracted this type of service for the past eight years.
- Staff indicated that information of the bidding process is provided on the second page of the staff report and details of the bidding results are provided in Attachment B. It was noted that bids were submitted on a unit cost basis for the typical work required for paving. Staff determined that Kirk Paving had the lowest bid cost.
- The Committee inquired if a reference check was performed on Kirk Paving. Staff stated yes and indicated that no issues were found on Kirk Paving. Staff noted that Kirk Paving is the District's current annual "As Needed Paving Contractor" and that they are confident that the company will continue to perform the required work.
- In response to a question by the Committee, staff stated that the type of services to be performed and scoring of each bid, including weighting of each item, was included in the Bid Invitations that were provided to all candidates.

- The Committee commented that the average unit bid price for Saw Cut seems to be approximately \$2.50; however, Kirk Paving's bid was \$0.80. The Committee inquired about the significant difference between Kirk Paving's bid and the other candidates for saw cut services. Staff stated that Kirk Paving does not subcontract out saw cut services and maintains their own saw cutting equipment, which reduces their unit cost.

Following the discussion, the Committee supported staffs' recommendation and presentation to the full board as a consent item.

ATTACHMENT B

FY 2014 As-Needed Paving Services Bid Score Sheet

Months 1-6

Item	Wght	Type of Service	<u>Kirk Paving</u>		<u>Frank & Son</u>		<u>Miller</u>		<u>Angus</u>		<u>TC Const</u>	
			Unit Bid	Total	Unit Bid	Total	Unit Bid	Total	Unit Bid	Total	Unit Bid	Total
			Price	Score	Price	Score	Price	Score	Price	Score	Price	Score
1	10	Asphalt 0"-6"	\$17.60	176	\$16.75	167.50	\$15.04	150.40	\$17.35	173.50	\$17.00	170.00
2	5	Asphalt 7"-12"	\$17.80	89	\$17.00	85.00	\$16.88	84.40	\$19.35	96.75	\$17.00	85.00
3	5	Cap/Sheet 0"-1"	\$ 0.50	2.5	\$ 1.75	8.75	\$ 2.92	14.60	\$ 4.00	20.00	\$ 2.00	10.00
4	1	Satin Seal	\$ 0.10	0.1	\$ 0.15	0.15	\$ 0.65	0.65	\$ 0.75	0.75	\$ 0.40	0.40
5	1	Traffic Stripping	\$ 1.00	1	\$ 0.75	0.75	\$ 5.00	5.00	\$ 1.75	1.75	\$ 1.50	1.50
6	1	Grinding	\$ 1.50	1.5	\$ 2.25	2.25	\$ 2.38	2.38	\$ 5.00	5.00	\$ 3.00	3.00
7	1	Traffic Loops	\$ 5.00	5	\$12.00	12.00	\$15.00	15.00	\$13.00	13.00	\$12.00	12.00
8	1	Sand/Seal	\$ 0.50	0.5	\$ 0.75	0.75	\$ 1.28	1.28	\$ 1.50	1.50	\$ 2.00	2.00
9	1	Base Rem/Rep	\$ 8.00	8	\$14.00	14.00	\$13.50	13.50	\$20.00	20.00	\$20.00	20.00
10	10	Saw Cut 0"-6"	\$ 0.80	8	\$ 2.50	25.00	\$ 2.41	24.10	\$ 2.25	22.50	\$ 2.00	20.00
11	10	Saw Cut 6"-12"	\$ 0.80	8	\$ 2.00	20.00	\$ 2.41	24.10	\$ 3.25	32.50	\$ 3.00	30.00
12	1	Saw Cut 12" +	\$ 0.80	0.8	\$ 2.75	2.75	\$ 2.41	2.41	\$ 4.25	4.25	\$ 4.00	4.00
Score Month 1-6			300.4		338.9		337.82		391.5		357.9	

Months 7-12

Item	Score	Type of Service	<u>Unit Bid</u>		<u>Unit Bid</u>		<u>Unit Bid</u>		<u>Unit Bid</u>		<u>Unit Bid</u>	
			Price	Score	Price	Score	Price	Score	Price	Score	Price	Score
			Price	Score	Price	Score	Price	Score	Price	Score	Price	Score
1	10	Asphalt 0"-6"	\$17.60	176	\$16.75	167.50	\$15.04	150.4	\$17.35	173.5	\$17.50	175.00
2	5	Asphalt 7"-12"	\$17.80	89	\$17.00	85.00	\$16.88	84.4	\$19.35	96.75	\$17.50	87.50
3	5	Cap/Sheet 0"-1"	\$ 0.50	2.5	\$ 1.75	8.75	\$ 2.92	14.6	\$ 4.00	20	\$ 2.00	10.00
4	1	Satin Seal	\$ 0.10	0.1	\$ 0.15	0.15	\$ 0.65	0.65	\$ 0.75	0.75	\$ 0.40	0.40
5	1	Traffic Stripping	\$ 1.00	1	\$ 0.75	0.75	\$ 5.00	5	\$ 1.75	1.75	\$ 1.50	1.50
6	1	Grinding	\$ 1.50	1.5	\$ 2.25	2.25	\$ 2.38	2.38	\$ 5.00	5	\$ 3.00	3.00
7	1	Traffic Loops	\$ 5.00	5	\$12.00	12.00	\$15.00	15	\$13.00	13	\$12.00	12.00
8	1	Sand/Seal	\$ 0.50	0.5	\$ 0.75	0.75	\$ 1.28	1.28	\$ 1.50	1.5	\$ 2.00	2.00
9	1	Base Rem/Rep	\$ 8.00	8	\$14.00	14.00	\$13.50	13.5	\$20.00	20	\$20.00	20.00
10	10	Saw Cut 0"-6"	\$ 0.80	8	\$ 2.50	25.00	\$ 2.41	24.1	\$ 2.25	22.5	\$ 2.00	20.00
11	10	Saw Cut 6"-12"	\$ 0.80	8	\$ 2.00	20.00	\$ 2.41	24.1	\$ 3.25	32.5	\$ 3.00	30.00
12	1	Saw Cut 12" +	\$ 0.80	0.8	\$ 2.75	2.75	\$ 2.41	2.41	\$ 4.25	4.25	\$ 4.00	4.00
Score Month 7-12			300.4		338.9		337.82		391.5		365.4	
Total Score			600.8		677.8		675.64		783		723.3	

AGENDA ITEM 7c



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	June 5, 2013	
SUBMITTED BY:	Dan Martin Engineering Manager	PROJECT:	R2094-003000 -004000 -005000 -006000 -007000	DIV. NO.1 & 2
APPROVED BY:	<input checked="" type="checkbox"/> Rod Posada, Chief, Engineering <input checked="" type="checkbox"/> German Alvarez, Assistant General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager			
SUBJECT:	Update for the Recycled Water Retrofit Program and Approve a Request by the Aristata Homeowners Association to Waive Costs and Expenses Related to the Agreement for Recycled Water Retrofit between the Otay Water District and the Aristata Homeowners Association			

GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board of Directors (Board) receive an update for the Recycled Water Retrofit Pilot Program. Additionally, that the Board approve a request by the Aristata Homeowners Association (HOA) to waive costs and expenses related to the Agreement for Recycled Water Retrofit between the District and the Aristata HOA.

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To update the Board on the status of the Pilot Projects that are participating in the Recycled Water Retrofit Program (see Exhibits A-1 through A-4 for Project locations). Additionally, to obtain Board approval to waive costs and expenses related to the Agreement for

Recycled Water Retrofit between the District and the Aristata HOA as requested by the Aristata HOA.

ANALYSIS:

At the September 2, 2009 Board Meeting, the Board adopted Policy No. 52, "District Administration of Recycled Water Retrofit Program" and approved the implementation of a Pilot Program to convert existing multi-family dwelling projects that front recycled water mains to utilize recycled water for their on-site water irrigation.

In accordance with Policy No. 52 (Policy), a grant program was developed to assist users with the cost of converting existing potable irrigation systems to recycled irrigation systems through a retrofit of the existing facilities. Per the Policy, the District will reimburse 50 percent of the on-site construction costs of the conversion as approved by the District, and also cover plan check and inspection costs. The applicant to the Program covers the remaining 50 percent plus design, engineering, and any other costs associated with the retrofit.

As a result of the Board action, a grant application period was opened for a limited time to solicit qualified applicants into the Pilot Program. The initial Pilot Program, as approved by the Board, consists of multi-family dwelling projects that front recycled water mains. The goal of the Pilot Program is to evaluate the viability of converting existing multi-family dwelling projects under the current Policy as part of the Recycled Water Retrofit Program.

Applications were received and four (4) Homeowners Associations (HOAs) entered into agreements with the District for Conversion Projects from potable to recycled water as part of the Pilot Program. Table 1 below lists the four HOAs, the anticipated water savings associated with each Pilot Conversion Project, and expenditures for each Project to date:

TABLE 1

Homeowners Association Pilot Conversion Projects	Anticipated Annual Savings (Acre-Feet)	Expenditures as of 4/30/13
Tapestry & Mosaic HOA	12	\$50,835
Agave & Seguaro HOA	27	\$32,865
Aspire-Encore at Rancho Del Rey HOA	13	\$43,784
Aristata HOA	<u>10</u>	<u>\$23,692</u>
Total	62	\$151,176

Funding for the overall Recycled Water Retrofit Pilot Projects comes from the CIP R2094 - Potable Irrigation to Recycled Project. The

total Project budget for CIP R2094, as approved in the FY 2013 budget, is \$3,100,000. This budget also includes work to construct a new recycled main along Otay Lakes Road in the City of Chula Vista. Total expenditures to date for CIP R2094 are \$1,528,695. Of this total, the expenditures to date related to the delivery of the four Pilot Projects included in the District's Recycled Water Retrofit Program are \$151,176, as noted in Table 1. Total expenditures, plus outstanding commitments and forecast for all the work included in CIP R2094, are \$1,695,895. A breakdown of the costs is shown in Attachment B - Budget Detail for CIP R2094.

Early Lessons Learned

Although the Pilot Projects are not completed at this time, the Pilot Program has identified some early lessons learned. These early lessons include challenges associated with implementing a recycled water conversion on a private existing potable irrigation system. In many instances, the condition of the existing HOA irrigation systems were not well documented, which resulted in unforeseen changes that impacted the scope of the work. Additionally, HOAs are not familiar with the County of San Diego Department of Environmental Health (DEH) and the State of California Department of Public Health (CDPH) requirements or the management of specialized contractors for recycled water irrigation systems, suggesting additional education and extended hand-holding may be required on any future projects. The combination of these two factors have contributed to delays and unforeseen costs in the overall construction and delivery of the Projects. This is documented by way of the amendments to extend the original agreements beyond their original term.

As a result, the challenges have also translated into additional costs not anticipated at the beginning of the Project for both the HOAs and the District. This is documented by way of the District's expenditures to date on each of the Projects, also noted in Table 1. It should be noted that these expenditures do not currently include the District's anticipated construction reimbursement to the HOAs, as provided for in the District's agreements with the HOAs. Based on the District's experiences with the Pilot Program thus far, it appears that the costs associated with the implementation of the Recycled Water Retrofit Program at existing multi-family developments outweigh the overall benefits for the District.

Project Delivery Status

The following provides an update on the Project delivery status of each Project:

Tapestry & Mosaic HOA

The original agreement for the Tapestry & Mosaic HOA was executed on January 20, 2010 and established an estimated cost of \$21,000 for the reimbursement amount of the Project. Since that time, two amendments have been requested by the Tapestry & Mosaic HOA and granted by the District to extend the date of completion. The current date of completion, as provided by the second amendment to the agreement, is January 20, 2014. The Project is approximately 65% complete to date. A revised Title 22 Report, required by DEH and CDPH, was approved in February 2013. The Project is currently scheduled for completion in December 2013.

Agave & Seguaro HOA

The original agreement for the Agave & Seguaro HOA was executed on January 20, 2010 and established an estimated cost of \$40,000 for the reimbursement amount of the Project. Since that time, two amendments have been requested by the Agave & Seguaro HOA and granted by the District. The current date of completion, as provided by the second amendment to the agreement, is June 30, 2013. The Project is approximately 90% complete to date. A site test with DEH is scheduled for May 2013. The Project is currently scheduled for completion in June 2013.

Aspire-Encore at Rancho Del Rey HOA

The original agreement for the Aspire-Encore at Rancho Del Rey HOA was executed on June 21, 2011 and established an estimated cost of \$51,000 for the reimbursement amount of the Project. The current date of completion, as provided by the agreement, is June 21, 2013. The Project is approximately 90% complete to date with some on-site corrections pending prior to acceptance by the District and DEH. The Project is currently scheduled for completion in June 2013.

Aristata HOA

The original agreement for the Aristata HOA was executed on January 20, 2010 and established an estimated cost of \$20,000 for the reimbursement amount of the Project (see Exhibit B). Since that time, one amendment has been requested by the Aristata HOA and the Project is approximately 20% complete to date, including the development of approved plans and an approved Title 22 Report. The term of the agreement with Aristata HOA, as amended, expired on January 20, 2013. Staff had reached out to the Aristata HOA regarding an additional amendment to the agreement, however, the HOA failed to respond prior to the expiration of the agreement.

On March 4, 2013, the District received a letter from the Aristata HOA (Exhibit C) stating that the Aristata HOA Board had discussed the financial impact of the agreement for the Conversion Project from

potable to recycled water and had voted that it is not feasible to move forward. In addition, the Aristata Board noted that honoring the agreement with the District would create a significant financial hardship to the HOA. As such, the HOA has requested not to proceed with the Project at this time. Given this notification from the Aristata HOA, the District has not extended the date of completion and is working with the Aristata HOA to reconcile the District's costs to date on the Project.

The terms of Section 9 of the Aristata HOA agreement (Exhibit B) are consistent with the Board of Directors Policy No. 52, which states that if the participant fails to complete the Retrofit Facilities as provided for in the agreement, the participant is obligated to pay District all costs and expenses incurred in connection with the Retrofit Facilities. Though the agreement with the Aristata HOA has expired and they do not intend on completing the recycled water retrofit, given the status of the Pilot Program as summarized in the Early Lessons Learned section of this report, staff is not recommending that the District pursue Aristata HOA for the costs and expenses incurred by the District at this time. Instead, staff is recommending that the District grant the HOA's request to waive reimbursement for the expenditures of this Pilot Project due to financial hardship.

The decision to grant the HOA's request stop work on the project and not take the project to completion will result in avoided costs for the District that are estimated at \$40,000.00. These avoided costs include the estimated cost of \$20,000 for construction reimbursement established in the agreement plus District inspection costs. The inspection costs estimated to take the Aristata HOA project to completion are \$20,000 based on the other recycled water retrofit projects included in the pilot program. The Project has an approved set of plans and a Title 22 Report. These items could be resurrected should the District and the Aristata HOA decide to move the Project forward at a future date under a revised agreement that addresses the lessons learned identified during the pilot.

Conclusion

As noted in the Early Lessons Learned section of this report, the Pilot Program has demonstrated that the costs associated with the implementation of the Recycled Water Retrofit Program at existing multi-family developments outweigh the overall benefits for the District. As such, staff is recommending that the Pilot Projects conclude and that any future developments that apply for the District's Recycled Water Retrofit Program be brought to the Board for consideration on a Project-by-Project basis. If the District is approached by a development interested in applying for the District's

Recycled Water Retrofit Program, a feasibility study will be prepared as part of a recommendation to enter into an agreement.

Next Steps

Staff will work with the existing Pilot Project participants to complete the recycled water retrofit work in accordance with the terms of the existing agreements to conclude the Pilot.

FISCAL IMPACT: Joseph Beachem, Chief Financial Officer

Funding for the overall Project comes from CIP R2094. The total budget for CIP R2094, as approved in the FY 2013 budget, is \$3,100,000. Total expenditures, plus outstanding commitments and forecast, is \$1,685,895. See Attachment B for budget detail.

There is a positive fiscal impact associated with terminating the agreement and approving a waiver of costs and expenses related to the Agreement for Recycled Water Retrofit between the District and the Aristata HOA. The termination of the agreement results in avoided costs for the District associated with the completion of this pilot recycled water retrofit. The avoided costs include the estimated cost of \$20,000 for future construction reimbursement committed to in the agreement plus future inspection costs associated with taking the project to completion. The future inspection costs estimated to take the Aristata HOA project to completion are \$20,000 based on the other recycled water retrofit projects included in the pilot program. The District costs and expenses recommended to be waived by the Board as part of this item total \$23,692.

Based on a review of the financial budget, the Project Manager anticipates that the budgets will be sufficient to support the Project.

Finance has determined that 60% of the funding is available from the Betterment ID 22 Fund and 40% of the funding is available from the New Water Supply Fee Projects Fund.

STRATEGIC GOAL:

This Project supports the District's Mission statement, "To provide high value water and wastewater services to the customers of the Otay Water District in a professional, effective, and efficient manner" and the General Manager's Vision, "A District that is at the forefront in innovations to provide water services at affordable rates, with a reputation for outstanding customer service."

LEGAL IMPACT:

None.

DM:jf

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Attachments: Attachment A - Committee Action
Attachment B - R2094 Budget Detail
Exhibit A-1 - Tapestry & Mosaic HOA Location Map
Exhibit A-2 - Agave & Seguaro HOA Location Map
Exhibit A-3 - Aspire-Encore HOA Location Map
Exhibit A-4 - Aristata HOA Location Map
Exhibit B - Original Aristata HOA Agreement
Exhibit C - March 4, 2013 Letter from Aristata HOA



ATTACHMENT A

SUBJECT/PROJECT: R2094-Various	Update for the Recycled Water Retrofit Program and Approve a Request by the Aristata Homeowners Association to Waive Costs and Expenses Related to the Agreement for Recycled Water Retrofit between the Otay Water District and the Aristata Homeowners Association
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COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee reviewed this item at a meeting held on May 16, 2013 and the following comments were made:

- Staff is requesting that the Board receive an update for the Recycled Water Retrofit Pilot Program (Pilot Program) and approve a request by the Aristata Homeowners Association (HOA) to waive costs and expenses related to the Agreement for Recycled Water Retrofit between the District and the Aristata HOA.
- Staff provided a background of the Pilot Program that was adopted by the Board on September 2, 2009 (Board Policy No. 52) and implemented to convert existing multi-family dwelling projects that front recycled water mains to utilize recycled water for their on-site water irrigation.
- Staff stated that per Policy No. 52, the District will reimburse 50% of the on-site construction costs of the conversion as approved by the District, and also cover plan check and inspection costs. The applicant to the Pilot Program covers the remaining 50% of the on-site construction plus design, engineering, and any other costs associated with retrofit.
- Staff indicated that the District entered into agreements with four (4) HOAs: Tapestry & Mosaic, Agave & Saguaro at Windingwalk, Aspire Encore (H St./I-805 area), and Aristata at Windingwalk. Location maps for the HOAs are provided in Exhibits A-1 to A-4.

- Staff provided a status of the four HOA retrofit projects (details on page 4 of the staff report) and indicated that as of April 30, 2013, the District has expended a combined total of \$151,176.00 (details provided on page 2 of the staff report).
- Staff discussed a couple of early lessons learned that represented challenges associated with implementation of a recycled water conversion on private existing potable irrigation systems. One identified challenge was the existing systems' conditions that were not well documented and found to be in poor condition; this resulted in unforeseen changes that impacted the scope of work. Another challenge was the HOA's level of familiarity with the requirements of a recycled water conversion; the HOAs were not familiar with County and State requirements and the management of specialized contractors for recycled water irrigation systems. It was noted that these challenges resulted into additional costs that were not anticipated by either the HOAs or the District.
- Staff indicated that on March 4, 2013, the Aristata HOA sent a letter to the District indicating that it was not feasible to move forward with the project and that it would create a significant financial hardship to the HOA. Staff stated that it is estimated that the HOA costs to date for engineering and design exceed costs expended by the District for this project. This project is approximately 20% complete and is estimated that an additional \$40,000 for the District's share of construction plus inspection would be expended by the District should this project be taken to completion. Staff noted that the \$40,000 represents 50% of the District's share of the pilot project plus inspection.
- Given the progress of the Aristata HOA's pilot project and their notification of financial hardship, plus the risk of additional costs by the District, staff recommended that the District mutually terminate the project and grant the Aristata HOA's request to waive expenses and costs that currently total \$23,692 as shown in Attachment B.
- The Committee inquired if the Aristata HOA project installed a main system, or any irrigation system, that the District could take advantage of in the future. Staff stated that a main system already existed before the Aristata HOA project began and that the project was only 20% complete with approved plans and a Title 22 report; no irrigation system had been installed for the HOA.

- Staff discussed additional challenges with the pilot project. It was shared that the Aristata HOA project took longer than anticipated as new HOA board members were not on the same page as the District. Staff stated that the District will finish the other HOA projects, but noted that the projects have been a challenge. It was indicated that the District is not recommending any new retrofit projects be brought to the Board at this time as costs outweigh the overall benefits for the District.
- In response to a question from the Committee regarding the potential for the recycled water retrofit program to be used on the Millenia Annexation, staff stated the Millenia project will involve new construction of recycled facilities and therefore does not qualify for the recycled water retrofit program.

Upon completion of the discussion, the Committee supported presentation to the full Board as a consent item.



ATTACHMENT B – Budget Detail (Page 1 of 2)

SUBJECT/PROJECT: R2094-Variou	Update for the Recycled Water Retrofit Program and Approve a Request by the Aristata Homeowners Association to Waive Costs and Expenses Related to the Agreement for Recycled Water Retrofit between the Otay Water District and the Aristata Homeowners Association
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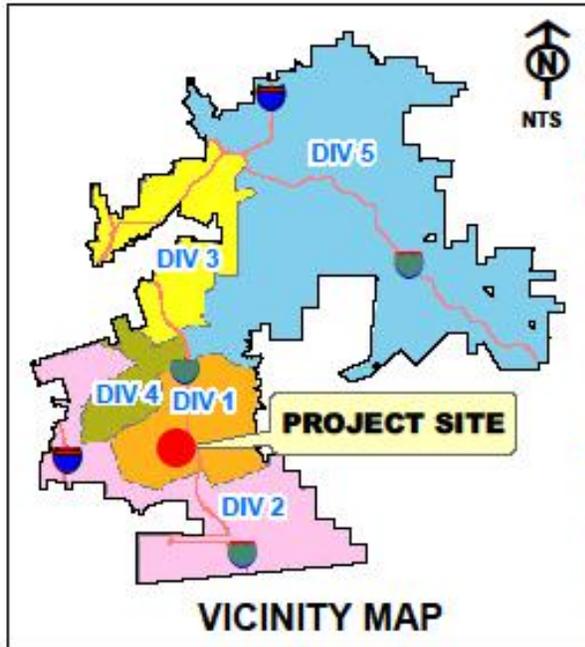
Otay Water District					Date Updated: April 30, 2013
R2094-Potable Irrigation Meters to Recycled Water					
Budget	Committed	Expenditures	Outstanding Commitment & Forecast	Projected Final Cost	Vendor/Comments
3,100,000					
Project Management Phase					
Standard Salaries	5,666	5,666	0	5,666	
	3,342	3,342	0	3,342	AECOM USA INC
	92	92	0	92	
Total Project Management Phase	9,099	9,099	0	9,099	
Otay Lakes Rd - Planning					
Meals and Incidentals	22	22	0	22	PETTY CASH CUSTODIAN
Professional Legal Fees	2,413	2,413	0	2,413	GARCIA CALDERON & RUIZ LLP
	788	788	0	788	STUTZ ARTIANO SHINOFF
Service Contracts	983	983	0	983	JONES & STOKES ASSOCIATES
Standard Salaries	78,973	78,973	0	78,973	
Total Otay Lakes Rd - Planning	83,178	83,178	0	83,178	
Otay Lakes Rd - Design					
Consultant Contracts	30,035	30,035	0	30,035	SOUTHERN CALIFORNIA SOIL
	72,204	72,204	0	72,204	LEE & RO INC
	3,850	3,850	0	3,850	MWH CONSTRUCTORS INC
Regulatory Agency Fees	1,042	1,042	0	1,042	DEPARTMENT OF PUBLIC HEALTH
Standard Salaries	27,379	27,379	0	27,379	
Total Otay Lakes Rd - Design	134,510	134,510	0	134,510	
Otay Lakes Rd - Construction					
Consultant Contracts	16,554	16,554	0	16,554	LEE & RO INC
Standard Salaries	63,236	55,236	8,000	63,236	
Total Otay Lakes Rd - Construction	79,790	71,790	8,000	79,790	
Tapestry & Mosaic					
Consultant Contracts	1,478	1,478	0	1,478	AEGIS ENGINEERING MANAGEMENT
	20,551	20,551	0	20,551	AEGIS ENGINEERING MGMT INC
For Ops Only - Contracted Services	1,763	1,763	0	1,763	KIRK PAVING INC
	200	200	0	200	PENHALL COMPANY
INFRASTRUCTURE EQUIPMENT & MATERIALS	102	102	0	102	C W MCGRATH INC
	300	300	0	300	CITY OF CHULA VISTA
OTHER AGENCY FEES	1,751	1,751	0	1,751	DEPARTMENT OF PUBLIC HEALTH
Professional Legal Fees	40	40	0	40	STUTZ ARTIANO SHINOFF
Agreements	21,000	0	21,000	21,000	TAPESTRY & MOSAIC HOA
Stop Meter	24,649	24,649	0	24,649	
Total Tapestry & Mosaic	71,835	50,835	21,000	71,835	



ATTACHMENT B –Budget Detail (Page 2 of 2)

SUBJECT/PROJECT: R2094-Variou s	Update for the Recycled Water Retrofit Program and Approve a Request by the Aristata Homeowners Association to Waive Costs and Expenses Related to the Agreement for Recycled Water Retrofit between the Otay Water District and the Aristata Homeowners Association
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Otay Water District					Date Updated: April 30, 2013
R2094-Potable Irrigation Meters to Recycled Water					
Budget	Committed	Expenditures	Outstanding Commitment & Forecast	Projected Final Cost	Vendor/Comments
3,100,000					
Aspire					
Consultant Contracts	16,160	14,160	2,000	16,160	AEGIS ENGINEERING MGMT INC
	375	375	0	375	PENHALL COMPANY
For Ops Only - Contracted Services	3,340	3,340	0	3,340	KIRK PAVING INC
	116	116	0	116	C W MCGRATH INC
INFRASTRUCTURE EQUIPMENT & MATERIALS	495	495	0	495	CITY OF CHULA VISTA
OTHER AGENCY FEES	265	265	0	265	DEPARTMENT OF PUBLIC HEALTH
Professional Legal Fees	81	81	0	81	STUTZ ARTIANO SHINOFF
Agreements	35,500	0	35,500	35,500	ASPIRE HOA
Union 3 Part	24,953	24,953	0	24,953	
Total Aspire	81,284	43,784	37,500	81,284	
City of Chula Vista					
Consultant Contracts	144	144	0	144	CLARKSON LAB & SUPPLY INC
Consultant Contracts	4,950	4,950	0	4,950	VALLEY CONSTRUCTION MANAGEMENT
	2,488	2,488	0	2,488	AEGIS ENGINEERING MGMT INC
OTHER AGENCY FEES	979,589	979,589	0	979,589	CITY OF CHULA VISTA
OTHER AGENCY FEES	29,200	0	29,200	29,200	CITY OF CHULA VISTA
Service Contracts	27	27	0	27	CARMEL BUSINESS SYSTEMS INC
Standard Salaries	94,745	91,745	3,000	94,745	
Total City of Chula Vista	1,111,142	1,078,942	32,200	1,111,142	
Aristata					
Consultant Contracts	473	473	0	473	AEGIS ENGINEERING MANAGEMENT
	18,104	13,604	4,500	18,104	AEGIS ENGINEERING MGMT INC
OTHER AGENCY FEES	2,268	2,268	0	2,268	DEPARTMENT OF PUBLIC HEALTH
Service Contracts	296	296	0	296	CARMEL BUSINESS SYSTEMS INC
Agreements	20,000	0	20,000	20,000	ARISTATA HOA
Standard Salaries	8,051	7,051	1,000	8,051	
Total Aristata	49,192	23,692	25,500	49,192	
Agave & Saguaro					
Consultant Contracts	528	528	0	528	AEGIS ENGINEERING MANAGEMENT
Consultant Contracts	20,016	18,016	2,000	20,016	AEGIS ENGINEERING MGMT INC
OTHER AGENCY FEES	731	731	0	731	DEPARTMENT OF PUBLIC HEALTH
Professional Legal Fees	20	20	0	20	STUTZ ARTIANO SHINOFF
Service Contracts	296	296	0	296	CARMEL BUSINESS SYSTEMS INC
Agreements	40,000	0	40,000	40,000	AGAVE & SAGUARO HOA
Standard Salaries	14,274	13,274	1,000	14,274	
Total Agave & Saguaro	75,865	32,865	43,000	75,865	
Grand Total	1,695,895	1,528,695	167,200	1,695,895	



Y:\Public Services\NewCIP Projects\R2094-004000 (RIF 2018) CR VT R6 & R7 - Tapestry and Mosaic/CIS Map Exhibit A-1 3-28-13

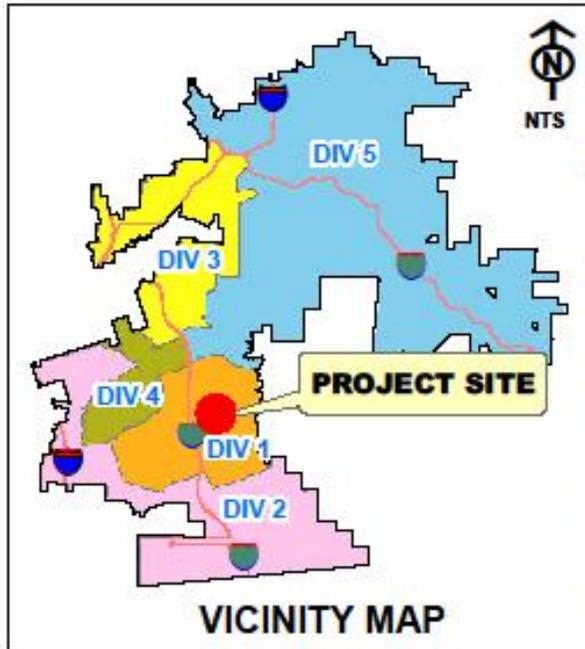
OTAY WATER DISTRICT

TAPESTRY & MOSAIC HOA

RECYCLED WATER RETROFIT PARTICIPANT

CIP R2094-004000

EXHIBIT A-1



Public Services New/CIP Proj # R2094-005000 (RF 3072) OR VII ROAD R20 AGAVE & SAGUARO/CIP Map EXHIBIT A-2 3-28-13

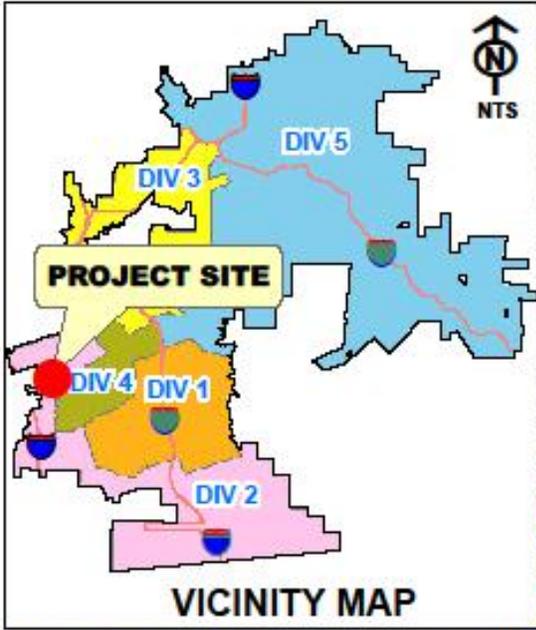
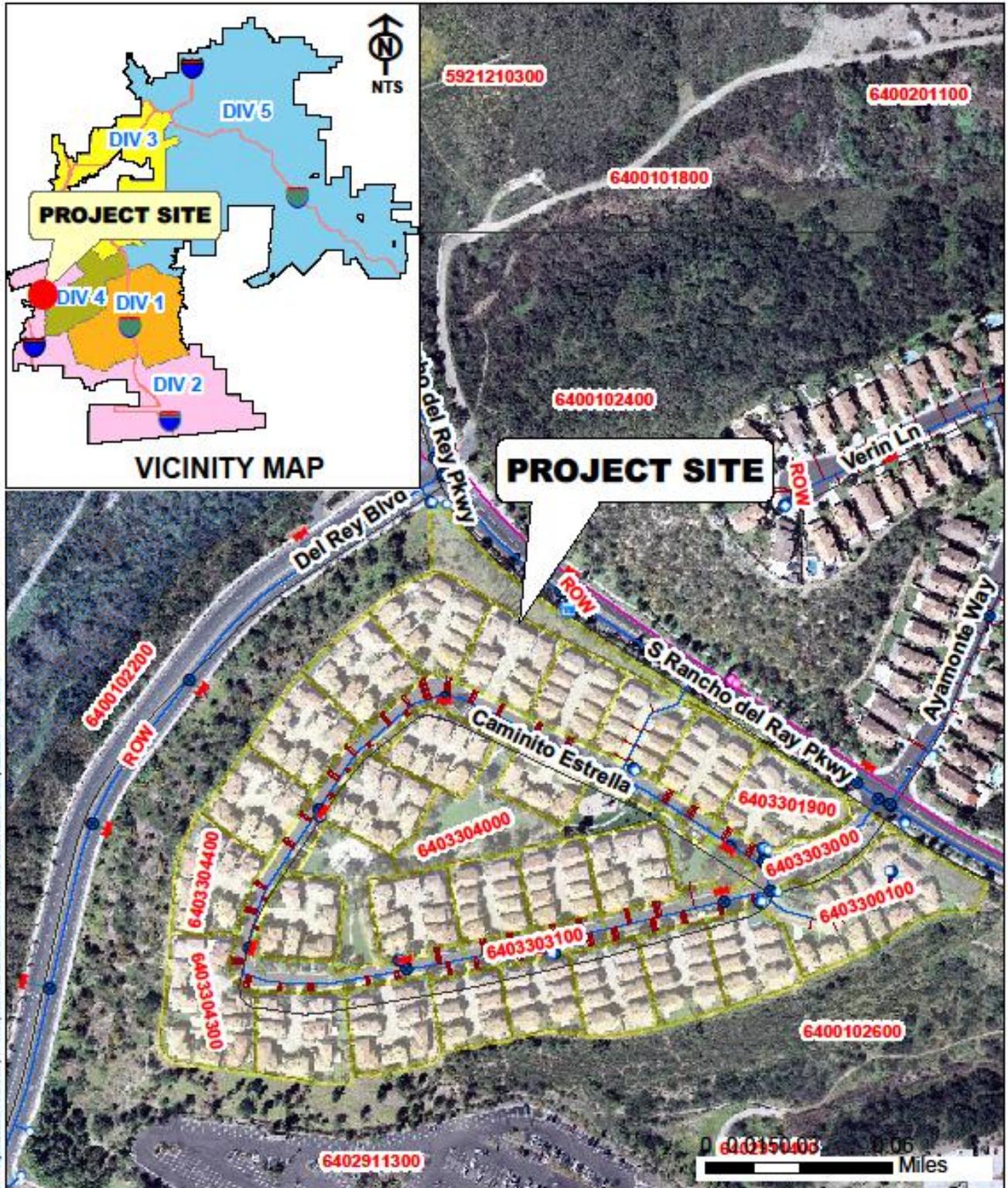


OTAY WATER DISTRICT
AGAVE & SAGUARO AT WINDINGWALK
RECYCLED WATER RETROFIT PARTICIPANT



CIP R2094-005000

EXHIBIT A-2



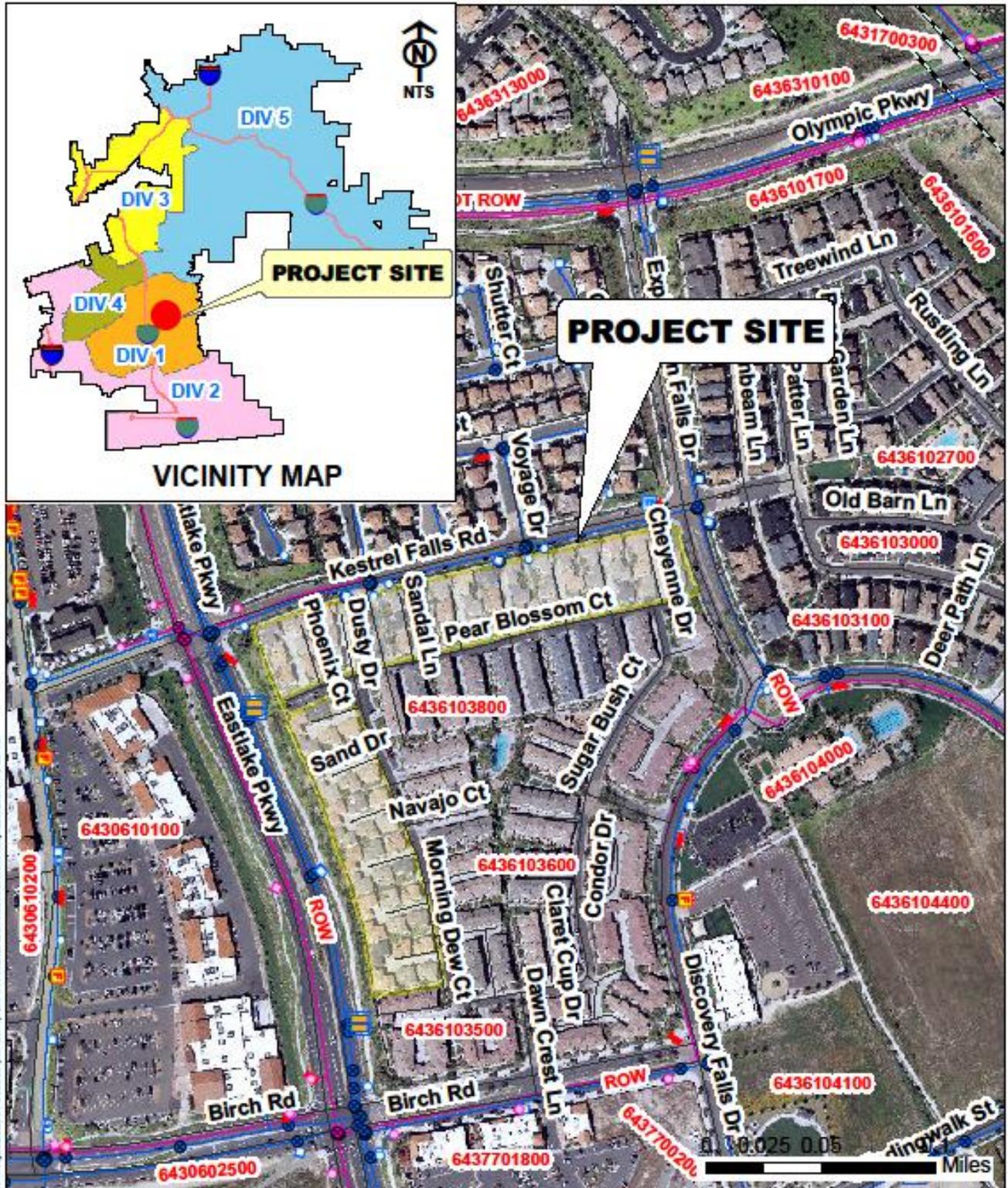
Y:\Public Services\New CIP Projects\2019-07-07\00 (RF 3190) ASPIRE ENCORE AT RANCHO DEL REY CIP Map EXHIBIT A-3 3-29-13



OTAY WATER DISTRICT
ASPIRE ENCORE HOA
RECYCLED WATER RETROFIT PARTICIPANT

CIP R2094-007000

EXHIBIT A-3



Y:\P\616_Services\NewCIP_Proj\01\2019-000000 (RF 307 1) OR V11 R249215 ARISTATA\GIS Map Exhibit A-4 3-29-13



OTAY WATER DISTRICT
ARISTATA AT WINDINGWALK
RECYCLED WATER RETROFIT PARTICIPANT

CIP R2094-003000

EXHIBIT A-4

Exhibit B

PROJECT No. R2094-001101
I.D. No. 22/27

AGREEMENT FOR RECYCLED WATER RETROFIT (OWD Recycled Water Retrofit Program)

This Agreement for Construction of a Water System ("Agreement") is entered into by and between the **Otay Water District**, a Municipal Water District formed under the Municipal Water District Act of 1911 ("**District**"), and **Aristata Homeowners Association**, a non-profit mutual benefit corporation with a business address at 1625 Discovery Falls Drive, Chula Vista, California 91915 ("**Participant**"). The District and the Participant are sometimes collectively referred to herein as the "Parties" and each as a "Party." All references to "Participant" herein are equally applicable to each and every heir, assign or successor in interest of the Participant. By mutual agreement of the parties, this Agreement shall be dated and effective on the date indicated on the signature page under the District's signature.

RECITALS

A. Participant desires to install and construct new recycled water facilities or replace and retrofit existing facilities (the "**Retrofit Facilities**"), as further described in Recital C, below, to qualify the Development (defined below) to receive and use recycled water, in lieu of potable water, for its landscaping needs; and

B. The Retrofit Facilities will serve the real property located at 1625 Discovery Falls Road, Chula Vista, California 91915 and will benefit a development currently commonly known as Aristata Homeowners Association (the "**Development**"); and

C. The owner of the Development, or an authorized representative, submitted an application, dated November 19, 2009 (the "**Application**"), to participate in the District's Recycled Water Retrofit Grant Pilot Program, authorized by the Board of Directors on September 2, 2009 (the "**Retrofit Program**"); and

D. The District staff reviewed the Application and has determined that the Development qualifies for the **Retrofit Program** because: (i) at present, the Development uses potable water for its irrigation needs; (ii) the location of the Development is such that the Retrofit Facilities could be connected to the District's Recycled Water System; and (iii) the applicant has preliminarily demonstrated its willingness and ability to fulfill and satisfy on an ongoing basis all requirements to receive recycled water service and manage its recycled water facilities; and

E. The Participant is solely responsible for the cost of adequate and complete Plans and Specifications, which shall not be considered adequate until reviewed and approved by the District and any other agency whose approval is required in connection with the proposed Retrofit Facilities (as approved, the "**Plans and Specifications**"); and

F. In consideration of the benefit to the District and the region of the conservation of potable water by using recycled water to irrigate the Participant's landscaping, if the Retrofit Facilities are installed in accordance with the terms of this Agreement and the approved Plans and Specifications, and after Completion (as defined below), the District will reimburse the Participant 50% of the approved on-site construction costs of the conversion, as further described

in this Agreement. Additionally, the District will waive its fees for plan-checking and inspection.

OPERATIVE PROVISIONS

NOW THEREFORE, in consideration of the above Recitals and of the promises and agreements contained herein, and for other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, District and Participant do hereby promise and agree as follows:

1. Installation and Operation of Retrofit Facilities

a. General. In consideration of the Grant, as described below, Participant agrees to do and perform, or cause to be done and performed, at its expense and without cost or liability to District, all of the design, construction, installation and other work ("**Work**") required to construct and complete the Retrofit Facilities. Participant also agrees to furnish all of the labor, equipment, materials and improvements ("**Labor and Materials**"), except as may be specified on the Plans and Specifications, required for Completion (as defined in Section 3 of this Agreement) of the Retrofit Facilities. Participant shall promptly pay and discharge all bills and claims related to Work on, Labor and Materials for, and Completion of, the Retrofit Facilities.

b. Strict Conformity Required. The Work shall be done and performed in a good and workmanlike manner. The Retrofit Facilities shall be designed, constructed, installed and operated in strict conformity with the District requirements for recycled water facilities and service, as set forth in Section 26 of the District's Code of Ordinance (available at District offices and on the District's website at www.otaywater.gov.) and other related documents and regulations, including without limitation the following documents incorporated herein by reference:

- i. Approved Plans and Specifications for the Retrofit Facilities
- ii. District's List of Approved Costs
- iii. Board Policy 52
- iv. DEH Requirements for the Retrofit Facilities
- v. Participant's Recycled Water Permit

If at any time during the term of this Agreement, Participant requires assistance to identify requirements applicable to the recycled water facilities or service, Participant shall contact the Recycled Water Manager at the District's Operation Department at 619-670-2510.

2. Estimated Cost

The estimated cost of the Work for the Retrofit Facilities, as approved by District pursuant to the Plans and Specifications, is **Twenty thousand dollars and zero cents** (\$20,000.00) (the "**Cost Estimate**"). Participant's obligations under this Agreement in connection with the construction and operation of the Retrofit Facilities are not limited by the

amount of the Cost Estimate. Participant understands that, although the District will contribute the agreed upon amounts after Completion (as defined below), Participant must ensure the Completion of the Retrofit Facilities and must operate and maintain them in accordance with all applicable requirements of the District and the law.

3. Notice of Completion; Completion Date

For purposes of this Agreement, the Retrofit Facilities, and all Work required therefor, shall only be deemed completed when all items identified on District's Final Inspection/Operations Punch List have been completed in accordance with the terms of this Agreement and the District approved Plans and Specifications, the District receives DEH acceptance letter and the District formally notifies the Participant ("**Notice of Completion**") that the Retrofit Facilities have been completed ("**Completion**" or "**Completed**"). Participant agrees to Complete the Retrofit Facilities on or before the Seven Hundred and Thirtieth (730th) day from and after the effective date of this Agreement ("**Completion Date**"). Participant **MUST** request and extension of the Completion Date at least 45 days prior to the Completion Date if it determines that it might not finish the Work on time. One or more extensions may be granted by District at its sole discretion and any such extension shall not affect the validity of this Agreement. District may request a Deposit, as described and defined in Section 9, below, prior to granting and extension.

Any defective work or material that may be discovered by the District before the Completion Date, or before payment on the Grant, must be removed and replaced or repaired, as appropriate, by the Participant. **No additional Grant money will be available for such repairs or replacements.**

The District may issue a written notice of substantial completion for the purpose of establishing the date that the District anticipates payment of the Grant might be made, pending satisfactory Completion and final inspections. If so, said notice shall not be considered as Completion of any portion of the work or relieve the Participant from completing the remaining work within the specified time and in full compliance with this Agreement and the Plans and Specifications.

4. Grant

The District will issue an initial list of approved on-site construction costs (the "**Approved Costs**") after the Participant provides the District a copy of the Participant's contract with the low bidder for the Retrofit Facilities. The list of Approved Costs may only be amended by the District if, during the construction of the Work, the District, at its sole discretion, determines that additional costs should be added to the list. Following the issuance of the Notice of Completion, the District will reimburse Participant for FIFTY percent (50%) of the Approved Costs (the "**Grant**"). Participant understands that the District will not contribute toward any costs that are not Approved Costs. Participant must provide copies of invoices for the Work and evidence of payment satisfactory to the District before the District disburses any portion of the Grant.

5. **Term**

The term of this Agreement shall be 730 days from the effective date unless extended, provided that Participant's obligations under Section 9, Participant Indemnity; Section 11, Changes to Work, Modifications; and Section 12, Responsibility for the Retrofit Facilities, shall survive the expiration or early termination (as provided below) of this Agreement.

6. **Termination**

This Agreement may be terminated by District as follows:

(a) Upon ten (10) days written notice to Participant following a failure by Participant to comply with any of the terms of this Agreement within thirty (30) days after written notice from District that Participant is non-compliant.

(b) Upon thirty (30) days written notice to Participant that a change in the provisions of law has occurred such that District would be unable to comply with its obligations hereunder.

(c) At the expiration of the 730th day from the effective date hereof if a determination by the General Manager of District is made that Participant will be unable to complete the Retrofit Facilities by the Completion Date and that District does not wish to grant an extension, as provided under Section 3, above.

7. **District Inspection**

District shall be allowed to inspect the Retrofit Facilities during all stages of the Work. District shall be notified a minimum of five (5) working days prior to the commencement of Work on the Retrofit Facilities. Except as provided in Section 9, below, District agrees to waive all plan-checking and inspection fees.

8. **Delivery of Record Drawings**

Upon completion of the Work on the Retrofit Facilities to the satisfaction of the District, Participant shall deliver to District one complete set of duplicate tracings together with two (2) prints of the Plans and Specifications for the Retrofit Facilities showing thereon "Record Drawings" conditions. Delivery of said Record Drawings shall be a prerequisite for the Retrofit Facilities to be deemed Completed and shall be a prerequisite to the payment of the Grant.

As required by law, the District will deliver copies of the Record Drawings to the San Diego County Department of Environmental Health ("DEH").

9. **Participant Deposit; Participant Waiver**

In consideration of Participant's commitment to complete the Retrofit Facilities and in consideration of the anticipated savings of potable water, which are of benefit to the District, the District will waive the Deposit herein described. If the Participant fails to complete the Retrofit Facilities in the manner herein contemplated, Participant shall pay District all costs and expenses

incurred in connection with the Retrofit Facilities, including without limitation plan checking, inspection, attorney's fees, materials furnished, if any, and all other expenses of District directly attributable to the Retrofit Facilities, plus a reasonable amount for District's overhead costs in connection therewith. At such time as requested by District, upon a determination in its sole discretion that Participant has failed to timely and satisfactorily complete the Retrofit Facilities, Participant shall deposit with District, an amount equal to the District costs and expenses (the "Deposit"). If an extension is granted, pursuant to Section 3, and Participant fails to ensure that the Retrofit Facilities are Completed and Accepted prior to the expiration of any such extension, the Deposit will be forfeited and District shall have no obligation to refund any balance or to provide any services herein contemplated.

In connection with such failure, Participant specifically waives any claim or right to receive any reimbursement of the Deposit, any portion of the Grant, any credit against potable water consumption or any other benefit under this Agreement.

Participant Initials KA

10. Changes of Work; Modification

It is agreed that conditions now unforeseen may require modifications of the Plans and Specifications heretofore approved by District. In such event Participant shall obtain District approval of such changes; provided that all changes shall be in compliance with all applicable requirements of law and regulation. No Work shall be commenced on any change requested by Participant until District's General Manager has approved such change. Approved changes in Plans and Specifications shall be entered by Participant upon the original tracing of the Plans and Specifications Participant, and District's approval of said changes shall be endorsed upon said tracing by District's engineer.

Participant understands and agrees that *ANY and ALL modifications* to the Retrofit Facilities are subject to prior approval by District and the DEH; and such understanding is evidenced by the Participant's initials below.

Participant Initials KA

11. Responsibility for the Retrofit Facilities

Participant, its heir, assigns or successors in interest (each, a "Responsible Party"), as applicable, shall be and, at all times, remain responsible for the care, maintenance of, and any damage to the Retrofit Facilities, and any liabilities arising from the Retrofit Facilities. Operation of the Retrofit Facilities shall at all times be in accordance with District's rules and regulations and all laws, rules and regulations applicable to the recycled water service provided by District. *The Responsible Party shall neither make nor allow any changes or modifications to the Retrofit Facilities without prior written approval by District and the DEH.*


INITIAL**14. Use of Water without Meter; Unauthorized Connections; Liability**

No person, other than an employee or agent of District, has any right to operate any part of the District's distribution systems.

Participant acknowledges that the District has an obligation to ensure the security and integrity of its facilities and system and has adopted a strict liability standard for any unauthorized connection to, operation of, or use of any portion of the potable water, recycled water and/or sewer system. *Participant shall be subject to a fine, as from time to time determined by the District, and or criminal prosecution in connection with any unauthorized connection for any of its property or the Development.* Furthermore, at District's discretion, Participant's officers, employees, agents or any independent contractors or subcontractors may also be subject to criminal prosecution to the maximum extent allowed by law if there is evidence of their participation in connection with any such unauthorized connection, use or operation. In connection with this Agreement, the Work and the Retrofit Facilities, Participant shall inform all of its officers, employees, agents or any independent contractors or subcontractors of this potential liability and shall institute procedures to prevent any such unauthorized connection, use or operation; and to prevent any cross-connections.


INITIAL**15. Easements to District**

If one or more easements are required in connection with the Retrofit Facilities, the facilities shall not be considered Completed until the date the easements are recorded with the San Diego County Recorder.

16. Indemnity

(a) Indemnity. Participant hereby agrees to indemnify, protect, defend and hold District, its elective and appointive boards, officials, officers, attorneys, agents, and employees, harmless from any liability, damage, suit or action at law or in equity, judgment, demand, or claim for damages for personal injury, including death, or for damages to property which may arise from, or are in any way related to, the acts and/or omissions of Participant, and/or contractors, subcontractors, agents, or employees in any way related to the Retrofit Facilities, the Work or otherwise under this Agreement, whether such acts and omissions be by Participant or any of Participant's contractors, sub-contractors, employees, or agents, or by one or more persons directly or indirectly employed by, or acting as agent for, Participant or any of Participant's contractors, subcontractors, employees or agents or any other person whomsoever.

(b) Defense. Participant agrees to appear and defend District and its elective and appointive boards, officials, officers, attorneys, agents and employees, with legal counsel reasonably acceptable to District, from any suits or actions at law or in equity, proceedings,

judgments, demands, and claims for damages alleged to have been caused, or in any way related to, any of the aforesaid acts or omissions; provided that:

(c) No Waiver. District does not waive any rights against Participant, which it may have by reason of the aforesaid indemnity agreement, because of any acceptance of Work or Retrofit Facilities by District; and

(d) Coverage of Indemnity. The indemnity agreement by Participant shall apply to all liabilities, damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph (8), regardless of whether or not District has prepared, supplied or approved plans and/or specifications for the Retrofit Facilities and/or the Development; and

(e) Limit of Indemnity. The agreement by Participant to indemnify, defend and hold District harmless shall not include liabilities, damages, or claims for damages caused by the negligent acts or omissions or willful misconduct of District, or its elective and appointive boards, officials, officers, agents, and employees.

17. Insurance

At all times while doing any Work or activity concerning the Retrofit Facilities, Participant and any contractors and subcontractors or agents shall maintain, at minimum, **commercial or general liability** policy of insurance in the applicable amount indicated below based on the estimated cost of the Facilities, per incident coverage for personal injury, property damage and any other loss arising from or in connection with the Retrofit Facilities.

Estimated Cost	Minimum Amount of Insurance Required
Less than \$500,000	\$1,000,000 aggregate; \$500,000 per occurrence
\$500,000-5,000,000	\$3,000,000 aggregate; \$1,000,000 per occurrence
More than \$5,000,000	\$10,000,000 aggregate; \$2,000,000 per occurrence

In addition, Participant shall maintain all other insurance coverage required by law, including but not limited to any applicable **workers compensation** insurance.

18. General Provisions

(a) Entire Agreement. The terms and conditions set forth in this Agreement constitute the entire understanding of the Parties with respect to the Retrofit Facilities; provided that, where reference is made to applicable laws, rules or regulations, including those of the District or DEH, such are incorporated herein by reference.

(b) Enforcement of Agreement. Should either party hereto sue to enforce the terms of this Agreement, the venue for such action shall be with the Superior Court of the County of San Diego.

(c) Applicable Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of California, without regard to its conflict of laws principles.

(d) Amendments. No amendment, modification, supplement, termination or waiver of any provision of this Agreement shall be effective unless executed in writing by both parties and then only in the specified instance and for the specific purpose given.

(e) Waiver. The waiver of any term, condition or provision of this Agreement is valid only as to that specific waiver and does not constitute a waiver of, and shall not be construed to waive, any other term, condition or provision of this Agreement.

(f) Effective Date. This Agreement become effective on the date on which District has approved, and the authorized representative of District has executed, this Agreement; provided that an authorized representative of Participant shall have executed this Agreement prior to the date on which the District executes this Agreement.

(g) Notices. Any notice required or given under this Agreement shall be in writing and, except as otherwise provided by law, shall be effective (i) upon personal delivery, (ii) on the day it is faxed, provided that the party giving facsimile notification must retain evidence of successful transmittal of the notice, (iii) on the second business day after mailing by certified or registered United States mail, return receipt requested, if addressed as follows:

If to District: Otay Water District
Attention: Public Services
2554 Sweetwater Springs Boulevard
Spring Valley, California 91978-2004
Telephone: (619) 670-2241
Facsimile: (619) 670-6184

If to Participant: Aristata Homeowners Association
Attention: Thomas Villarreal, Community Manager
1625 Discovery Falls Drive
Chula Vista, California 91915
Telephone: 619-397-4324
Facsimile: 619-397-6826

Notice of change of address shall be given by written notice in the manner set forth in this Section.

(h) Counterparts. This Agreement may be executed in multiple counterparts, each of which counterpart, if fully executed, shall be deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other party to this Agreement is in the physical possession of the party seeking enforcement thereof.

(i) Corporate Authority. Each person executing this Agreement of behalf of the Participant warrants that: (i) such party is duly organized and existing; (ii) the signatory is duly

entering in this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, this Agreement has been executed by an authorized representative of Participant, on behalf of the Participant, and by the General Manager, on behalf of District.

OTAY WATER DISTRICT
a California municipal water district

By: [Signature]
General Manager
Date: 1-20, 2010

Approved as to Form:
[Signature]
General Counsel

Aristata Homeowners Association
A non-profit, mutual benefit, corporation

BY: [Signature]
ITS: ARISTATA PRESIDENT
DATE: 11/20/09

BY: [Signature]
ITS: TREASURER
DATE: 11/20/2009

Exhibit C



March 4, 2013

Otay Water District
Attn: Tanya Romero

Re: Water Retrofit Agreement

Dear Tanya,

The Aristata Board of Directors met on February 27, 2013. The Board discussed the financial impact of the reclaimed water meter agreement with Otay water district and has concluded and voted that it is not feasible to move forward.

The Board signed the initial agreement based on the verbal misinformation from their manager, Tom Villareal at Prescott Property Management that this project would not cost anything to the Association. When the true cost of the project was revealed, the Board stopped the project. They were told that it was under contract and unable to stop. This was the point they began terminating the management relationship with Prescott. The Board signed the agreement last year asking for an extension to attempt to honor the agreement.

Based on the low bank account balances and financial obligations the Association has, honoring this agreement would create a significant financial hardship to the Association and to the homeowners in the Association. This is taking into consideration any cost savings that reclaimed water would provide to offset the expense.

The Board understands the responsibility of obligations, but cannot produce money for this project when there are no funds to allocate. Please advise how the Association and Otay Water District can proceed.

Best regards,

Tonia Shump, CCAM, CMCA, AMS
Focus Property Management, Inc.
Aristata Homeowners Association
General Manager



AGENDA ITEM 7d

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	June 5, 2013		
SUBMITTED BY:	Dan Martin Engineering Manager	PROJECT:	S2019-001103 S2020-001103 S2022-001103 S2026-001103	DIV. NO.	3
APPROVED BY:	<input checked="" type="checkbox"/> Rod Posada, Chief, Engineering <input checked="" type="checkbox"/> German Alvarez, Assistant General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager				
SUBJECT:	Change Order No. 3 to the Contract with Garcia Juarez Construction Inc. for the Calavo Gardens Sewer Rehabilitation Project				

GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board of Directors (Board) approve Change Order No. 3 to the existing contract with Garcia Juarez Construction, Inc. (GJC) in the amount of \$7,142.00 for the Calavo Gardens Sewer Rehabilitation Project (see Exhibit A for Project location).

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To obtain Board authorization for the General Manager to execute Change Order No. 3 in the amount of \$7,142.00 to the contract with GJC for the Calavo Gardens Sewer Rehabilitation Project.

ANALYSIS:

At the February 1, 2012 Board Meeting, the Board awarded a construction contract in an amount of \$2,316,275.00 to GJC for the Calavo Gardens Sewer Rehabilitation Project.

Since the award of the construction contract, two contract change orders have been approved. The Board approved a credit change order on November 7, 2012 in the amount of <\$22,040.00> and a cost change order on January 8, 2013 in the amount of \$22,460.00 which in total resulted in a revised construction contract value of \$2,316,695.00.

The Project consists of the replacement and capacity upgrades of approximately 4,500 linear feet of 8-inch and 10-inch sewer in the streets of Avocado Boulevard, Calavo Drive, Louisa Drive, Challenge Boulevard, and Hidden Mesa Drive in the Rancho San Diego area. The Project also includes a new flow control and diversion vault structure for the Calavo Sewer Lift Station.

GJC has completed the sewer replacement work in the streets of Calavo Drive, Louisa Drive, Challenge Boulevard, Hidden Mesa Drive, and Avocado Boulevard. GJC is approximately 95% complete overall with the Project. The remaining work consists of electrical instrumentation associated with the diversion vault, final paving of the private road adjacent to Avocado Boulevard, and punch list items.

Change Order No. 3 (Exhibit B) which serves as a close-out change order for the contract, consists of a variety of items including potholing and working around twenty-one (21) additional utilities identified within the sewer alignment during construction, rock encountered at fifteen (15) locations during the construction of the sewer line along Avocado, reconstruction of existing manhole collars at five (5) locations, construction of an additional sewer lateral connection, and restoration of an existing driveway impacted by the new sewer line construction. A complete breakdown of these items is included in Exhibit B. The net costs associated with these items total \$60,642.00.

The change order will also reconcile unused contract allowances associated with Allowance Bid Items Numbers 16 through 20. Additionally, this change order provides credits for the deletion of landscaping at the Calavo Lift Station and a reduction of paving to protect existing facilities along the private road adjacent to Avocado Boulevard. A complete breakdown of these credit items is included in Exhibit B. The net credits associated with these items total <\$53,500.00>.

The following is a table summarizing the items in Change Order No. 3. The items described in this report are located at Site 1 as shown in Exhibit A:

Item	Description	Amount
1	Additional utilities and rock encountered during the construction of the sewer line; reconstruction of existing manhole collars; an additional sewer lateral connection; restoration of an existing driveway	\$60,642.00
2	Reconcile unused Allowance Bid Items; credits for deleted landscaping and paving reduction along private road	<\$53,500.00>
	Total	\$7,142.00

In summary, the net increase to the Project for Change Order No. 3 is \$7,142.00.

FISCAL IMPACT: Joe Beachem, Chief Financial Officer

Funding for the overall Project comes from four CIP projects - S2019, S2020, S2022, and S2026. The total budget is \$3,335,000.

The total budget for CIP S2019, as approved in the FY 2013 budget, is \$2,275,000. Total expenditures, plus outstanding commitments and forecast, is \$2,244,383. See Attachment B-1 for budget detail.

The total budget for CIP S2020, as approved in the FY 2013 budget, is \$600,000. Total expenditures, plus outstanding commitments and forecast, is \$590,991. See Attachment B-2 for budget detail.

The total budget for CIP S2022, as approved in the FY 2013 budget, is \$180,000. Total expenditures, plus outstanding commitments and forecast, is \$179,996. See Attachment B-3 for budget detail.

The total budget for CIP S2026, as approved in the FY 2013 budget, is \$280,000. Total expenditures, plus outstanding commitments and forecast, is \$277,208. See Attachment B-4 for budget detail.

Based on a review of the financial budget, the Project Manager anticipates that these budgets will be sufficient to support the Project.

Finance has determined that 100% of the funding is available from the Betterment Fund for CIPs S2019 and S2022 and 100% of the funding is available from the Replacement Fund for CIPs S2020 and S2026.

STRATEGIC GOAL:

This Project supports the District's Mission statement, "To provide high value water and wastewater services to the customers of the Otay Water District in a professional, effective, and efficient manner" and the General Manager's Vision, "A District that is at the

forefront in innovations to provide water services at affordable rates, with a reputation for outstanding customer service.”

LEGAL IMPACT:

None.

DM:jf

P:\WORKING\CIP S2019, S2020, S2022 Avocado Sewer\Staff Reports\Change Order No. 3 to GJC\BD 06-05-2013, Change Order No 3 to Garcia Juarez Construction, (DM).docx

Attachments: Attachment A - Committee Action
Attachment B-1 - S2019 Budget Detail
Attachment B-2 - S2020 Budget Detail
Attachment B-3 - S2022 Budget Detail
Attachment B-4 - S2026 Budget Detail
Exhibit A - Location Map
Exhibit B - Change Order No. 3



ATTACHMENT A

SUBJECT/PROJECT: S2019-001103 S2020-001103 S2022-001103 S2026-001103	Change Order No. 3 to the Contract with Garcia Juarez Construction Inc. for the Calavo Gardens Sewer Rehabilitation Project
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COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee reviewed this item at a meeting held on May 16, 2013 and the following comments were made:

- Staff is requesting that the Board approve Change Order No. 3 to the existing contract with Garcia Juarez Construction, Inc. (GJC) in the amount of \$7,142.00 for the Calavo Gardens Sewer Rehabilitation Project (Project).
- Staff provided a background of the Project that was awarded to GJC by the Board on February 1, 2012, in a contracted amount of \$2,316,275. It was noted that on November 7, 2012, the Board approved Change Order No. 1 for a credit amount of <\$22,040.00> and on January 8, 2013, Change Order No. 2 in the amount of \$22,460.00 was approved by the Board.
- Staff stated that Change Order No. 3 serves as a close-out change order for the contract and is for a variety of items (See Exhibit B for details). The net costs associated with these items total \$60,642.00.
- It was noted that Change Order No. 3 will also reconcile unused contract allowances associated with Allowance Bid Items and will also provide credits for the deletion of landscaping at the Calavo Lift Station and a reduction of paving to protect existing facilities along the private road adjacent to Avocado Boulevard. Staff stated that a complete breakdown of the credit items is also included in Exhibit B and indicated that the net credits associated with these items total <\$53,500.00>.
- Change Order No. 3 results in a net increase to the contract in the amount of \$7,142 as shown on the summary table on page 3 of the staff report. Staff determined that the budget for the CIP is sufficient to support the Project.

- Staff shared that the Project is approximately 97% complete and the contractor is on schedule to complete all work within the contract time. Remaining work includes final paving and electrical work associated with the flow diversion vault.
- The Committee inquired if landscaping was promised to the residents within the project area. Staff stated no and shared that the residents were satisfied with the decision to delete landscaping from the scope of work to prevent security issues (i.e. loitering, vandalism, etc.).
- At the request of the Committee, staff will provide a map of sewer lines within Site 3 listed in the Vicinity Map (Exhibit A).
- Staff shared that the project site used to flood, but is in better shape now as the Project included installation of two 24" pipes and head-walls and paving.

Upon completion of the discussion, the Committee supported presentation to the full Board as a consent item.



ATTACHMENT B-1 – Budget Detail

SUBJECT/PROJECT:	Change Order No. 3 to the Contract with Garcia Juarez Construction Inc. for the Calavo Gardens Sewer Rehabilitation Project
S2019-001103	
S2020-001103	
S2022-001103	
S2026-001103	

Otay Water District					Date Updated: 4/30/2013
s2019-Avocado Boulevard 8-inch Sewer Main Impr					
Budget	Committed	Expenditures	Outstanding Commitment & Forecast	Projected Final Cost	Vendor/Comments
2,275,000					
Planning					
Consultant Contracts	11,287	11,287	-	11,287	LEE & RO INC
Office Supplies	14	14	-	14	PETTY CASH CUSTODIAN
Settlements	2,100	2,100	-	2,100	GARY THOMAS JALATY
Standard Salaries	23,625	23,625	-	23,625	
Total Planning	37,026	37,026	-	37,026	
Design					
Consultant Contracts	4,900	4,900	-	4,900	SAN-LO AERIAL SURVEYS
	8,204	8,204	-	8,204	SOUTHERN CALIFORNIA SOIL
	78,196	78,196	-	78,196	LEE & RO INC
	(4,000)	13,000	(17,000)	(4,000)	MICHAEL D KEAGY REAL ESTATE
	17,000	-	17,000	17,000	KEAGY REAL ESTATE
	1,550	1,550	-	1,550	AFFORDABLE DRAIN SERVICE INC
	1,947	1,947	-	1,947	CPM PARTNERS INC
	8,830	8,830	-	8,830	DARNELL & ASSOCIATES INC
	525	525	-	525	MWH CONSTRUCTORS INC
OTHER AGENCY FEES	27	27	-	27	PETTY CASH CUSTODIAN
	3,460	3,460	-	3,460	COUNTY OF SAN DIEGO
Professional Legal Fees	2,693	2,693	-	2,693	STUTZ ARTIANO SHINOFF
Service Contracts	672	672	-	672	UNION TRIBUNE PUBLISHING CO
Settlements	5,900	5,900	-	5,900	LN REAL ESTATE LLC
	5,500	5,500	-	5,500	JUAN NAVARRO
Standard Salaries	156,166	156,166	-	156,166	
Total Design	291,571	291,571	-	291,571	
Construction					
Construction Contracts	1,454,024	1,335,831	118,192	1,454,024	GARCIA JUAREZ CONSTRUCTION INC
	(22,040)	(22,040)	-	(22,040)	GJC Change Order No. 1
	22,460	22,460	-	22,460	GJC Change Order No. 2
	7,142	-	7,142	7,142	GJC Change Order No. 3
	2,979	2,979	-	2,979	CLARKSON LAB & SUPPLY INC
	76,528	69,513	7,015	76,528	COMMUNITY BANK
Consultant Contracts	2,685	2,685	-	2,685	DARNELL & ASSOCIATES INC
	926	926	-	926	CPM PARTNERS INC
	4,400	4,400	-	4,400	ALTA LAND SURVEYING INC
	6,030	6,030	-	6,030	MTGL INC
	5,806	5,806	-	5,806	LEE & RO INC
	153,913	153,913	27,332	181,245	VALLEY CONSTRUCTION MANAGEMENT
	157	157	-	157	SOUTHERN CALIFORNIA SOIL
	4,000	4,000	-	4,000	RBF CONSULTING
OTHER AGENCY FEES	248	248	-	248	COUNTY OF SAN DIEGO - DPW
Professional Legal Fees	41	41	-	41	STUTZ ARTIANO SHINOFF
Regulatory Agency Fees	965	965	-	965	COUNTY OF SAN DIEGO
Service Contracts	522	522	-	522	FAVELA PRINTING INC
	149	149	-	149	HELIX WATER DISTRICT
	41	41	-	41	US BANK CORPORATE PAYMENT
Settlements	5,000	5,000	-	5,000	KIM-THOA THI HOANG
Standard Salaries	122,480	122,480	40,000	162,480	
Total Construction	1,848,454	1,716,105	199,681	1,915,786	
Grand Total	2,177,051	2,044,702	199,681	2,244,383	



ATTACHMENT B-2 – Budget Detail

SUBJECT/PROJECT:	Change Order No. 3 to the Contract with Garcia Juarez Construction Inc. for the Calavo Gardens Sewer Rehabilitation Project
S2019-001103 S2020-001103 S2022-001103 S2026-001103	

Otay Water District					Date Updated: 4/30/2013
s2020-Calavo Drive 8-inch Sewer Main Replaceme					
<i>Budget</i>	<i>Committed</i>	<i>Expenditures</i>	<i>Outstanding Commitment & Forecast</i>	<i>Projected Final Cost</i>	<i>Vendor/Comments</i>
600,000					
Planning					
Consultant Contracts	2,185	2,185	-	2,185	LEE & RO INC
Standard Salaries	5,352	5,352	-	5,352	
Total Planning	7,537	7,537	-	7,537	
Design					
Consultant Contracts	21,588	21,588	-	21,588	LEE & RO INC
	4,430	4,430	-	4,430	MTGL INC
	8,000	8,000	-	8,000	DARNELL & ASSOCIATES INC
OTHER AGENCY FEES	3,460	3,460	-	3,460	COUNTY OF SAN DIEGO
Standard Salaries	24,152	24,152	-	24,152	
Supplier Contracts	333	333	-	333	US BANK CORPORATE PAYMENT
Total Design	61,963	61,963	-	61,963	
Construction					
Construction Contracts	433,271	427,608	5,662	433,271	GARCIA JUAREZ CONSTRUCTION INC
	22,804	22,506	298	22,804	COMMUNITY BANK
Consultant Contracts	1,250	1,250	-	1,250	ALTA LAND SURVEYING INC
	18,240	18,240	-	18,240	VALLEY CONSTRUCTION MANAGEMENT
	400	400	-	400	LEE & RO INC
Service Contracts	4,257	4,257	-	4,257	HELIX WATER DISTRICT
	735	735	-	735	AFFORDABLE DRAIN SERVICE INC
	32	32	-	32	US BANK CORPORATE PAYMENT
	967	967	-	967	MAYER REPROGRAPHICS INC
Standard Salaries	39,535	39,535	-	39,535	
Total Construction	521,491	515,531	5,961	521,491	
Grand Total	590,991	585,031	5,961	590,991	



ATTACHMENT B-3 – Budget Detail

SUBJECT/PROJECT:	Change Order No. 3 to the Contract with Garcia Juarez Construction Inc. for the Calavo Gardens Sewer Rehabilitation Project
S2019-001103	
S2020-001103	
S2022-001103	
S2026-001103	

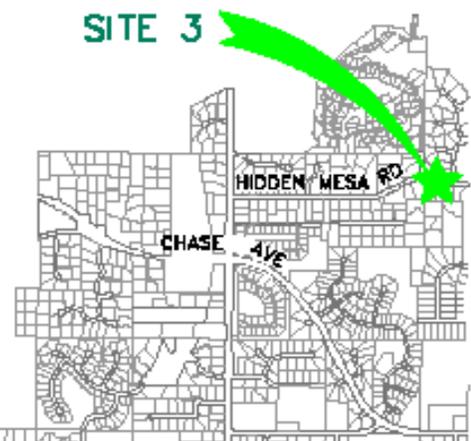
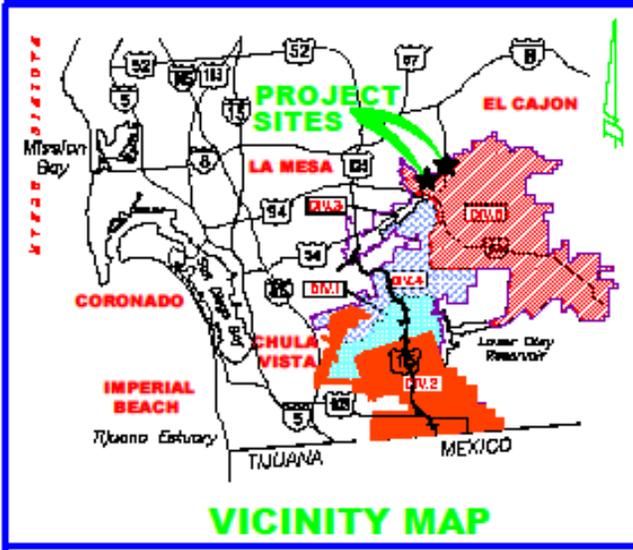
Otay Water District					Date Updated: 4/30/2013
S2022-Hidden Mesa Drive 8-inch Sewer Main Reha					
Budget	Committed	Expenditures	Outstanding Commitment & Forecast	Projected Final Cost	Vendor/Comments
180,000					
Planning					
Standard Salaries	1,321	1,321	-	1,321	
Total Planning	1,321	1,321	-	1,321	
Design					
Consultant Contracts	4,989	4,989	-	4,989	LEE & RO INC
	6,000	6,000	-	6,000	DARNELL & ASSOCIATES INC
OTHER AGENCY FEES	3,460	3,460	-	3,460	COUNTY OF SAN DIEGO
Standard Salaries	22,630	22,630	-	22,630	
Total Design	37,080	37,080	-	37,080	
Construction					
Construction Contracts	104,522	104,522	-	104,522	GARCIA JUAREZ CONSTRUCTION INC
	5,501	5,501	-	5,501	COMMUNITY BANK
Consultant Contracts	403	403	-	403	LEE & RO INC
	400	400	-	400	ALTA LAND SURVEYING INC
Service Contracts	1,000	1,000	-	1,000	MAYER REPROGRAPHICS INC
	32	32	-	32	US BANK CORPORATE PAYMENT
Standard Salaries	29,737	29,737	-	29,737	
Total Construction	141,595	141,595	-	141,595	
Grand Total	179,996	179,996	-	179,996	



ATTACHMENT B-4 – Budget Detail

SUBJECT/PROJECT:	Change Order No. 3 to the Contract with Garcia Juarez Construction Inc. for the Calavo Gardens Sewer Rehabilitation Project
S2019-001103	
S2020-001103	
S2022-001103	
S2026-001103	

Otay Water District					Date Updated: 4/30/2013
S2026-Challenge Blvd 8-Inch Sewer Main Repl					
Budget	Committed	Expenditures	Outstanding Commitment & Forecast	Projected Final Cost	Vendor/Comments
280,000					
Planning					
Standard Salaries	1,371	1,371	-	1,371	
Total Planning	1,371	1,371	-	1,371	
Design					
Consultant Contracts	4,800	4,800	-	4,800	DARNELL & ASSOCIATES INC
	9,581	9,581	-	9,581	LEE & RO INC
	4,000	4,000	-	4,000	MTGL INC
OTHER AGENCY FEES	3,460	3,460	-	3,460	COUNTY OF SAN DIEGO
Standard Salaries	7,730	7,730	-	7,730	
Total Design	29,571	29,571	-	29,571	
Construction					
Construction Contracts	209,044	209,044	-	209,044	GARCIA JUAREZ CONSTRUCTION INC
	11,002	11,002	-	11,002	COMMUNITY BANK
Consultant Contracts	270	270	-	270	ALTA LAND SURVEYING INC
Service Contracts	32	32	-	32	US BANK CORPORATE PAYMENT
Standard Salaries	1,000	1,000	-	1,000	MAYER REPROGRAPHICS INC
	24,917	24,917	-	24,917	
Total Construction	246,266	246,266	-	246,266	
Grand Total	277,208	277,208	-	277,208	



SITES

- 1. AVOCADO BOULEVARD 8-INCH SEWER MAIN REPLACEMENT
- 2. CALAVO DRIVE 8-INCH SEWER MAIN REPLACEMENT
- 3. HIDDEN MESA DRIVE 8-INCH SEWER MAIN REPLACEMENT
- 4. CHALLENGE BOULEVARD 8-INCH SEWER MAIN REPLACEMENT



OTAY WATER DISTRICT
 CALAVO GARDENS SEWER REHABILITATION
 LOCATION MAP

- CIP S2019
- CIP S2020
- CIP S2022
- CIP S2026

EXHIBIT A

P:\WORKING\cpr_s2019\Sheff Reports\Exhibit_A.dwg

EXHIBIT B

OTAY WATER DISTRICT

2554 SWEETWATER SPRINGS BLVD., SPRING VALLEY, CA. 91978, (619) 670-2222

CONTRACT/P.O. CHANGE ORDER No. 3

PROJECT/ITEM: Avocado Boulevard, Calavo Drive, Louisa Drive, Hidden Mesa Drive Sanitary Sewer Replacement (Calavo Gardens Sewer Rehabilitation)

CONTRACTOR/VENDOR: Garcia Juarez Construction

APPROVED BY: Board **REF. P.O. No:** 715769 **REF.CIP No.:** S2019, S2020, S2022, S2026 **DATE:** 5/3/13

DESCRIPTION:

There are thirteen (13) items as part of this change order resulting in a net increase to the contract in the amount of \$7,142.00

- Item 1:** Repair concrete manhole collars. \$3,250.00
- Item 2:** Additional utilities not shown on plans. \$31,500.00 (\$28,500.00 Net, \$3,000.00 Allowance)
- Item 3:** Rock removal not Shown on plans. \$19,934.00
- Item 4:** Additional Sewer Lateral Connection at Sta. 23+01 Avocado. \$500.00 (\$0.00 Net, \$500.00 Allowance)
- Item 5:** Revised Manhole at Sta. 1+27 (Line D). \$2,958.00
- Item 6:** Restore driveway at 3707 Calavo Drive due to relocation of Line C. \$6,000.00
- Item 7:** Credit for deletion of landscaping replacement at Calavo Lift Station (\$1,000.00)
- Item 8:** Credit for reduction of private road paving to protect existing fence. (\$1,500.00)
- Item 9:** Reduce Allowance Bid Item #16 by (\$23,500.00)
- Item 10:** Reduce Allowance Bid Item #17 by (\$8,000.00)
- Item 11:** Reduce Allowance Bid Item #18 by (\$2,000.00)
- Item 12:** Reduce Allowance Bid Item #19 by (\$5,000.00)
- Item 13:** Reduce Allowance Bid Item #20 by (\$12,500.00)

REASON:

Item 1: The existing manhole collars around 5 existing manholes were deteriorated and required replacement at a cost of \$650.00each. These were located on Hidden Mesa Drive at Sta. 10+00, Louisa Drive at Sta. 22+00, 25+04 and Challenge Blvd at Sta. 1+00 and Sta. 3+53. This item results in a cost of \$3,250.00.

Item 2: There were 21 utilities (i.e. electrical, gas, water, etc.) that were marked out by USA Dig Alert but not shown on the plans. The District agreed to unit price of \$1,500.00 each that includes potholing these utilities and any delays working around these utilities installing the new sewer main. This item results in a cost of \$31,500.00. The District will exercise Bid Item No. 18 – Utility Crossing Not Identified Greater than 4-Inches for \$3,000.00 for the 18” and 24” Storm Drain Utilities and authorizes the contractor to bill against the bid item for this work, resulting in a net change for this item of \$28,500.00.

- | | | |
|---|--|---|
| <i>AT&T at Sta. 1+22 (Line A)</i> | <i>Electric at Sta. 1+94 (Line A)</i> | <i>Cathodic Wires at Sta. 2+00 (Line A)</i> |
| <i>AT&T at Sta. 0+98 (Line A)</i> | <i>18” SD at Sta. 10+11 (Line C)</i> | <i>Electric at Sta. 2+85 (Line A)</i> |
| <i>4” Gas at Sa. 1+50 (Line B)</i> | <i>4” Gas at Sta. 3+54 (Line A)</i> | <i>Electric at Sta. 2+98 (Line B)</i> |
| <i>Street Light at Sta. 1+06 (Line E)</i> | <i>Cox Cable at Sta. 1+14 (Line E)</i> | <i>Street Light at Sta. 1+10 (Line D)</i> |
| <i>Street Light at Sta. 1+18 (Line D)</i> | <i>Street Light at Sta. 10+10 (Sht. C-6)</i> | <i>Electric at Sta. 10+15 (Sht. C-6)</i> |
| <i>AT&T at Sta. 10+67 (Sheet C-6)</i> | <i>Electric at Sta. 1+28 (Line D)</i> | <i>4” Gas at Sta. 11+50 (Line C)</i> |
| <i>24” SD at Sta. 11+46 (Line C)</i> | <i>2” Cox Cable at Sta. 12+06 (Line C)</i> | <i>Traffic Signal at Sta. 1+10 (Line D)</i> |

Item 3: During the construction of the sewer main in a various locations, rock excavation was required which was not shown on plans. The costs were tracked on a time and material basis and verified by the Construction Manager. See attached summary. This item results in a cost of 19,934.00.

EXHIBIT B

Item 4: During the installation of the new 15" sewer on Avocado, an unmarked 4" lateral was encountered and reconnected to the new main. This item results in a cost of \$500.00. The District will exercise Bid Item No. 20 – Reconnection of unknown sewer laterals for \$500.00 and authorizes the contractor to bill against his bid item for this work.

Item 5: During the excavation for the manhole at Sta. 1+27 (Line D), an unknown encasement was encountered that delayed the contractor required the reduction of the manhole size from 60" to 48 diameter. This item results in a cost of \$2,958.

Item 6: The relocation of Line C resulted in a trench line in the existing driveway for 3707 Calavo Drive. A 2" thick asphalt overlay was placed to restore the driveway to original pre-construction condition. This item results in a cost of \$6,000.00.

Item 7: The replacement of the existing landscaping at the Calavo Lift Station was determined after bid to not be required. This item results in a credit of \$1,000.00.

Item 8: The replacement of the private road by the Calavo Lift Station presented the risk of damage to the existing concrete fencing and mature landscaping that is immediately adjacent. To minimize this risk, the contractor will stop the edge of the new road section 12" from the northerly edge of the road and seal this section at the completion of the paving. This item results in a credit of \$1,500.00.

Item 9: The work related to Allowance Bid Item No. 16-Relocate/Reconstruct Water Laterals Not Shown On Drawings is complete and the remaining amount of the bid item will not be used. This item results in a credit of \$23,500.00.

Item 10: The work related to Allowance Bid Item No. 17-Relocate/Reconstruct Sewer Laterals Not Shown On Drawings is complete and the remaining amount of the bid item will not be used. This item results in a credit of 8,000.00.

Item 11: The work related to Allowance Bid Item No. 18-Utility Crossings Not Identified Greater than 4" In Diameter is complete and the remaining amount of the bid item will not be used. This item results in a credit of \$5,000.00.

Item 12: The work related to Allowance Bid Item No. 19-Barrier Rail Assembly and Mounting Inserts is complete and the remaining amount of the bid item will not be used. This item results in a credit of \$5,000.00.

Item 13: The work related to Allowance Bid Item No. 20-Misc. Electrical Relocations Not Shown On Drawings is complete and the remaining amount of the bid item will not be used. This item results in a credit of \$12,500.00.

EXHIBIT B

Summary: This change order reflects thirteen (13) items which result in a net increase to the contract in the amount of \$7,142.00. The costs included in this change order include all mobilization, demobilization, supervision, overhead, profit, tax, bonding, insurance, and additional costs for down time or lost opportunities.

CHANGE P.O. TO READ:

There are two (2) Purchase Orders for this contract. One for Garcia Juarez (PO#715769) and retention account for Community Bank (PO#715942). Revise the Purchase Orders as follows:

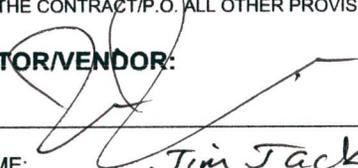
PO#715769: Revise Contract to add \$7,041.40 for a total Contract amount of \$2,207,645.15

PO#715942: Revise Contract to add \$370.60 for a total Contract amount of \$116,191.85

ORIGINAL CONTRACT/P.O. AMOUNT:	\$	2,316,275.00
ADJUSTED AMOUNT FROM PREVIOUS CHANGE:	\$	420.00
TOTAL COST OF THIS CHANGE ORDER:	\$	\$7,142.00
NEW CONTRACT/P.O. AMOUNT IS:	\$	2,323,837.00
CONTRACT/P.O. TIME AFFECTED BY THIS CHANGE:		0 Days
ORIGINAL CONTRACT COMPLETION DATE:		5/20/13
REVISED CONTRACT COMPLETION DATE		5/20/13

IT IS UNDERSTOOD WITH THE FOLLOWING APPROVALS, THAT THE CONTRACTOR/VENDOR IS AUTHORIZED AND DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES. IT IS ALSO AGREED THAT THE TOTAL COST FOR THIS CHANGE ORDER CONSTITUTES FULL AND COMPLETE COMPENSATION FOR OBLIGATIONS REQUIRED BY THE CONTRACT/P.O. ALL OTHER PROVISIONS AND REQUIREMENTS OF THE CONTRACT/P.O. REMAIN IN FULL FORCE AND EFFECT.

CONTRACTOR/VENDOR:

SIGNATURE: 

PRINTED NAME: Jim Jackson

TITLE: Pres DATE: 5/6/13

ADDRESS: P.O. Box 309
Brea CA 92822

STAFF APPROVALS:

PROJ. MGR. _____ DATE: _____

DIV. MGR. _____ DATE: _____

CHIEF: _____ DATE: _____

ASST. GEN. MANAGER: _____ DATE: _____

DISTRICT APPROVAL:

GEN. MANAGER: _____ DATE: _____

COPIES: FILE (Orig.) CONTRACTOR/VENDOR CHIEF ENGR CHIEF FINANCE AGM/ENGR OPS
 ENGR MGR INSPECTION PROJ MGR ENGR SECRETARY PURCHASING ACCTS PAYABLE

EXHIBIT B

CHANGE ORDER 3 – ITEM 3 SUMMARY OF ROCK EXCAVATION AND ENCASEMENT EXTRA WORK

DATE	LOCATION	COST
1/22/2013	Rock in Casing (Pipe Alignment) Area-Line B Sta. 1+16 to 1+28	\$570
1/31/2013	Rock in Casing (Pipe Alignment) Area-Line B Sta. 0+94 to Sta. 1+09	\$1,668
2/6/2013	Rock in Casing (Pipe Alignment) Area-Line E Sta. 1+00 to 1+04, Sta. 1+09 to 1+14	\$580
2/7/2013	Rock in Casing (Pipe Alignment) Area-Line E Sta. 1+04 to 1+09	\$569
2/12/2013	Verify unknown concrete encasement conflict with MH Line D Sta. 1+27	\$2,707
2/13/2013	Rock Sta. 10+00 to 10+25 (C-6)	\$1,884
2/14/2013	Rock Sta. 10+25 to 10+43 (C-6)	\$1,621
2/25/2013	Rock Sta. 10+82 to 11+04 (C-6)	\$790
2/26/2013	Rock Sta. 11+04 to 11+11+24 (C-6)	\$1,095
2/27/2013	Rock Sta. 11+24 to 11+34 (C-6)	\$410
3/1/2013	Concrete Encasement/Rock Sta. 1+02 to 1+06 Line D	\$960
3/5/2013	Rock/Encasement Sta. 1+27 to 1+34 Line D	\$1,352
3/15/2013	Rock Sta. 2+05 to 2+13 Line D	\$860
3/18/2013	Dispose of Rock	\$4,181
4/16/2013	Unknown Encasement at Sta. 3+35 to 3+41 (Line B)	\$687
	TOTAL	\$19,934

CHANGE ORDER LOG

CIP Title - Calavo Gardens Sewer Rehabilitation

Project: S2019/S2020/S2022/S2026

Consultant/Contractor: Garcia Juarez Construction

Subproject: 001103

		APPROVED			
C.O.	AMOUNT	BY	DATE	DESCRIPTION	TYPE C.O.
1	(\$22,040.00)	Board	11/7/2012	Eight Items: Open Cut in lieu of jack & bore, delete MH refurbishment, modify MH replacements, T&M settlement, revised alignment, street light relocation, additional paving, and unknown utilities	Owner
2	\$22,460.00	Board	1/15/2013	Nine Items: 8-inch siphon, 30LF of additional 8-inch sewer, delete 164LF of 8-inch sewer, delete 33LF of steel casing, add an additional manhole, additional potholing, casing credit back to contractor, and additional cost for new 8-inch sewer alignment.	Owner
3	\$7,142.00	Board		Thirteen Items: Repair 5 concrete collars, Pothole and work around 21 utilities not shown on contract plans, rock removal, sewer lateral connection, revise manhole (Line D), restore driveway, credit landscaping, credit portion of private road reconstruction, Close out allowance Bid Items 16, 17, 18, 19, 20.	Owner
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
28					
29					
30					
31					
32					
33					
34					
35					

Total C.O.'s To Date: \$7,562.00 0.3%

Original Contract Amount: \$2,316,275.00

Current Contract Amount: \$2,323,837.00

Month	Net C.O.\$	Limit	Authorization	Absolute C.O.\$	C.O. %
5/13	\$7,142.00	\$2,000	Insp		0.0%
		\$10,000	PM/Sr. Engr.		0.0%
		\$20,000	DivM		0.0%
		\$25,000	Chief		0.0%
		\$35,000	AGM		0.0%
		\$50,000	GM		0.0%
		>\$50000	Board	\$64,142.00	2.8%



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	June 5, 2013
		PROJECT:	Various DIV.NO. ALL
SUBMITTED BY:	Stephen Dobrawa, Purchasing and Facilities Manager		
APPROVED BY:	<input checked="" type="checkbox"/> Rom Sarno, Chief of Administrative Services <input checked="" type="checkbox"/> German Alvarez, Assistant General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	AUTHORIZATION TO ENTER INTO A FIVE-YEAR AGREEMENT WITH MISSION LINEN SUPPLY, INC. FOR UNIFORM, LAUNDRY, FLOOR MAT, AND TOWEL SERVICES IN AN AMOUNT NOT-TO-EXCEED \$165,000		

GENERAL MANAGER'S RECOMMENDATION:

That the Board authorize the General Manager to enter into a five-year uniform agreement (three-years, with two (2) one-year options) with Mission Linen Supply, Inc. for uniform, laundry, floor mat, and towel services in an amount not-to-exceed \$165,000.

COMMITTEE ACTION:

Please see "Attachment A".

PURPOSE:

To obtain Board authorization to enter into a five-year uniform service agreement with Mission Linen Supply, Inc, to provide employee uniform, laundry, floor mat, and towel services in an amount not-to-exceed \$165,000.

ANALYSIS:

The District's current five-year uniform service agreement with Prudential Overall Supply will expire on July 1, 2013. Under this agreement, the District leases uniform shirts, pants, and shorts and obtains laundry services for those employees required to wear a District uniform. Additionally, under this agreement floor mat and shop/shower towel service is provided. The annual cost for all services is \$49,500, or \$247,500 over the agreement's five-year term.

On April 18, 2013, five vendors submitted bids for these services as follows:

	Mission Linen	Unifirst	Cintas	Aramark	Prudential
Year 1	31,794.10	35,434.22	46,044.86	47,646.04	52,647.40
Year 2	32,592.61	35,852.56	46,044.86	49,002.20	54,305.02
Year 3	33,424.77	36,278.46	46,044.86	50,385.40	55,490.97
Option Year 1	33,424.77	36,708.52	46,044.86	51,747.80	58,096.64
Option Year 2	33,424.77	37,147.44	46,044.86	53,139.32	59,203.82
Total	\$164,661.02	\$181,422.19	\$230,224.28	\$251,920.76	\$279,503.85

The lowest bidder, Mission Linen Supply, Inc., has provided uniform services to the District in the past and the District is confident that they understand and can meet the District's current requirements.

The proposed agreement represents an approximate five-year cost reduction of 33% or \$82,500.

FISCAL IMPACT: Joe Beachem, Chief Financial Officer

The proposed FY 2014 Operating Budget for uniforms and uniform services is \$53,500. A review of planned expenditures for this budget indicates that there will be sufficient funds available to cover the Year-1 cost of \$31,794.10.

STRATEGIC GOAL:

The proposed agreement supports the District's Financial Goal to "Provide enhanced value by directing and managing the financial issues that are critical to the District".

LEGAL IMPACT:

None.

Attachments: Attachment A - Committee Action Report



ATTACHMENT A

SUBJECT/PROJECT:	AUTHORIZATION TO ENTER INTO A FIVE-YEAR AGREEMENT WITH MISSION LINEN SUPPLY, INC. FOR UNIFORM, LAUNDRY, FLOOR MAT, AND TOWEL SERVICES IN AN AMOUNT NOT-TO-EXCEED \$165,000
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COMMITTEE ACTION:

The Finance, Administration and Communications Committee discussed this item at a meeting held on May 15, 2013 and the following comments were made:

- Staff is requesting that the board authorize the General Manager to enter into a five-year agreement with Mission Linen Supply, Inc. for uniform, laundry, floor mat, and towel services in an amount not-to-exceed \$165,000.
- The District currently contracts with Prudential Overall Supply. Their contract will expire on July 1, 2013. The five-year agreement with Prudential Overall Supply was \$247,500.
- As part of the normal process, the District solicited proposals for uniform services and received five bids. The highest bid was received from the District's current vendor, Prudential Overall Supply, with a bid of \$279,503.85. The lowest bid was received from Mission Linen who bid \$164,661.02.
- Staff is recommending that the contract be awarded to Mission Linen for \$165,000 as the lowest responsive bidder. The agreement is for three (3) years with two (2) one-year options. It was indicated that this is typical for uniform service companies as they must recoup the cost of providing the uniforms. The contract allows for the District to terminate the contract should Mission Linen fail to perform the scope of services.
- At the end of the three (3) years, the District will review the services and determine if it wishes to continue the service contract for an additional two (2) years.
- It was noted that there will be a 33% reduction or savings of \$82,500 over the five-years of the agreement with Mission Linen.
- The committee indicated its concern if it was felt that Mission Linen could meet the obligations of the service contract because

of the large spread between their bid and highest bid. Staff indicated that Mission Linen was the District's service provider prior to Prudential and they had performed well. Staff had also called and interviewed Mission Linen to assure that they understood the scope of the contract and staff feels confident that they can meet the obligations of the contract.

- In response to an inquiry from the committee, staff indicated that Mission Linen is a local firm who has been in business for quite some time. Prior to the District moving to Prudential, the District's service was provided by Mission Linen for ten (10) years.

Following the discussion, the committee supported staffs' recommendation and presentation to the full board as a consent item.

The above signatures attest that the attached document has been reviewed and to the best of their ability the signers verify that it meets the District quality standard by clearly and concisely conveying the intended information; being grammatically correct and free of formatting and typographical errors; accurately presenting calculated values and numerical references; and being internally consistent, legible and uniform in its presentation style.

AGENDA ITEM 7f



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	June 5, 2013
		PROJECT:	Various DIV.NO. ALL
SUBMITTED BY:	Stephen Dobra, Purchasing Manager		
APPROVED BY:	<input checked="" type="checkbox"/> Rom Sarno, Chief of Administrative Services <input checked="" type="checkbox"/> German Alvarez, Asst. General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	DECLARATION OF SURPLUS VEHICLES AND EQUIPMENT		

GENERAL MANAGER'S RECOMMENDATION:

That the Board declare the identified vehicles and equipment as surplus to the District's needs.

COMMITTEE ACTION:

See "Attachment A".

PURPOSE:

To present a list of vehicles and equipment and obtain Board declaration that the items identified on the list are surplus to the District's needs.

ANALYSIS:

Listed below are various vehicles and equipment that have been determined by the user departments to be of no use, obsolete (spare parts and service not available), beyond useful life and, or, not

cost effective to repair or operate and therefore, surplus to the District's needs.

Vehicles Identified as Surplus

<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Reason for Declaration</u>
1	1	Unit 94, 1996 Ford Superduty Utility Truck, FA#8094, VIN 1FDLF7G3TEB38026, 86,018 miles.	No longer cost effective to maintain and operate. Vehicle has been replaced and is no longer required.
2	1	Unit 126, 2001 Ford F-250 Utility Truck, FA#8126, VIN 1FTNF20L51EB16504, 98,112 miles.	No longer cost effective to maintain and operate. Vehicle is no longer required.
3	1	Unit 103, 1998 Chevrolet C-3500 Dump Truck, FA#8103, VIN 1Gkbc34f4wf045646, 90,903 miles.	No longer cost effective to maintain and operate. Vehicle has been replaced and is no longer required.
4	1	Unit 56, 1995 Ford LT9000 Dump Truck, FA#8056, VIN# 1FDYU90L4RVA25176, 160,194 miles.	No longer cost effective to maintain and operate. Vehicle has been replaced and is no longer required.

Equipment Identified as Surplus

<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Reason for Declaration</u>
5	1	FA#3154, 1985 Light Tower/Trailer, VIN86079896	No longer meets operational specifications or requirements. Replaced.
6	1	FA#2750, 1995 Power-Vac Vacuum/Trailer, License #949609	No longer cost effective to maintain and operate and is no longer required.
7	1	FA#920, 1984 Eager Beaver Trailer, VIN 112TXT207EA200014	No longer meets operational specifications or requirements. No longer cost effective to maintain and operate and is no longer required.

8	1	FA#1921, 1984 Eager Beaver Trailer, VIN 112TDV304LA034535	No longer meets operational specifications or requirements. No longer cost effective to maintain and operate and is no longer required.
5	1	Forklift, Champ, FA# 435	No longer required.

Before vehicles and equipment (where the individual acquisition cost exceeded \$5000) can be disposed of, the Board must first declare the items as surplus (*ref: Purchasing Manual, Section 12*).

The District's Purchasing Manual identifies the process for disposing of material, equipment, and supplies that have been declared surplus. Typically, items declared surplus are disposed of by sale through public auction.

FISCAL IMPACT: Joe Beachem, Chief Financial Officer

The salvage value and associated gain or loss on items is not determined until their disposal. Therefore, the fiscal impact of the recommended action is not known at this time.

STRATEGIC GOAL:

This action supports the District's goal to ensure financial health through efficient operations.

LEGAL IMPACT:

None.

Attachments: Attachment A - Committee Action



ATTACHMENT A

SUBJECT/PROJECT:	
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COMMITTEE ACTION:

The Finance, Administration and Communications Committee discussed this item at a meeting held on May 15, 2013 and the following comments were made:

- Before vehicles and equipment can be disposed, the District is required to provide a list of materials and equipment to be surplused to the board if the acquisition cost of the items is over \$5,000.
- Staff is presenting a list of vehicles and equipment that have been determined by the user departments to be of no use, obsolete, or end of life and, thus, to be surplused.
- The list includes vehicles (from 1995 to 2001) and trailers (from 1985 to 1995). Once the items are declared surplus, they will be disposed of through public auction. The District currently utilizes McCormack Auction to dispose of equipment.
- It was noted that the District has disposed of equipment in the past by offering surplused equipment to other public agencies if they are requesting similar equipment.

Following the discussion, the committee supported staffs' recommendation and presentation to the full board as a consent item.

AGENDA ITEM 7g



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	June 5, 2013
SUBMITTED BY:	Armando Buelna Communications Officer	PROJECT:	Various DIV.NO. ALL
APPROVED BY:	<input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	Authorize Agreement with Brownstein Hyatt Farber Schreck (BHYP) for State and Federal Legislative Issues Advocacy		

GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board of Directors authorize the General Manager to execute a two-year Agreement with Brownstein Hyatt Farber Schreck (BHFS) in an amount not-to exceed \$35,000 annually (\$70,000 total ending June 30, 2015) for state and federal legislative issues advocacy.

COMMITTEE ACTION:

See "Attachment A".

PURPOSE:

To obtain Board authorization for the General Manager to enter into a Consulting Services Agreement with Brownstein Hyatt Farber Schreck for an amount not-to-exceed \$35,000 annually commencing July 1, 2013 for two years (\$70,000 total ending June 30, 2015) for professional and consulting services for District related state and federal legislative issues advocacy.

ANALYSIS:

Procedures governing the selection of general consultants in the performance of District work are outlined in the District's Purchasing Procedures Manual.

The District has a time and service consulting agreement with BHFS for legislative advocacy services. This action will replace the consultant's Legislative Issues and Service Agreement that expires on June 30, 2013 and authorizes the General Manager to execute a two-year Agreement with BHFS in an amount not-to exceed \$35,000 annually (\$70,000 total) through June 30, 2015 for state and federal legislative issues advocacy. This action would provide for a continuation of services with BHFS acting as government relations advocate and counsel in Sacramento and Washington DC.

Based on past work, experience, knowledge, contacts and access to key legislators both in Sacramento and Washington DC, the District feels BHFS is uniquely qualified to best meet the District's needs for state and federal legislative issues advocacy.

FISCAL IMPACT: Joe Beachem, Chief Financial Officer

Legislative advocacy is included in the General Manager's Outside Services budget. The total Fiscal Year 2013 budget for Legislative Advocacy is \$35,000. Total expenditures, plus outstanding commitments for general legislative advocacy to date are \$21,435. Based on a financial review of the General Manager's budget, the Communication Officer has determined that the budget is sufficient to support the general legislative advocacy services through the end of the Fiscal Year.

A funding request for the Agreement has been included in the Fiscal Year (FY) 2014 budget and will be included in the FY 2015 budget request. Funds will be expended in FY 2014 and FY 2015.

STRATEGIC GOAL:

This action supports the District's goal for providing the best quality water service to the customers of the Otay Water District.

LEGAL IMPACT:

None.

Attachments: Attachment A - Committee Action
 Attachment B - Contract



ATTACHMENT A

SUBJECT/PROJECT:	Authorize Agreement with Brownstein Hyatt Farber Schreck (BHYS) for State and Federal Legislative Issues Advocacy
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COMMITTEE ACTION:

The Finance, Administration and Communications Committee discussed this item at a meeting held on May 15, 2013 and the following comments were made:

- The District currently has a one-year agreement with Brownstein, Hyatt, Farber and Schreck (BHFS) to act as the District's government relations counsel. This agreement will expire on June 30, 2013.
- Staff is requesting that the board approve a two-year agreement with BHFS for an amount not-to-exceed \$35,000 annually (\$70,000 for two-years) through June 30, 2015.
- The contract with BHFS provides for as needed advocacy services and this fiscal year to date, the District has spent approximately \$21,000 of a budget of \$35,000.
- The General Manager is authorized, under the District's Code of Ordinances and Purchasing Manual, to execute agreements for contracts that do not exceed \$50,000. The proposed BHFS contract could be authorized by the General Manager on a year-to-year basis as the contract is for \$70,000 over a two (2) year period or \$35,000 per year. A two (2) year contract, however, would allow for visibility of the contract as it would require board approval.
- The District is very satisfied with BHFS's work and based on their past performance, experience, knowledge and contacts in Sacramento and Washington D.C., it is felt that BHFS is best qualified to provide the valuable services needed as the District's Government Relations Counsel.
- In response to an inquiry from the committee, it was indicated that BHFS does represent other local agencies, such as CWA, which in some cases provides for economy of scale savings. The economy

of scale savings is realized in situations where there may be legislative hearings that don't require staff to travel to and attend. In these cases, BHFS could attend on behalf of the District and their clients and should they attend on behalf of their clients, the District would receive a bill for a portion of their hourly cost. The District also has a waiver letter filed with CWA for issues where there may be a conflict of interest.

- It was indicated that BHFS has worked with the District for approximately six (6) to seven (7) years.
- In response to another inquiry from the committee, it was indicated that the services BHFS provides CWA is for legislative advocacy. They also provide strategy input on the CWA vs. MWD lawsuit and assist with the QSA lawsuit.
- It was noted that in the future, when the Rosarito Desalination project becomes more mature, staff will be recommending an additional contract with BHFS to provide representation in Sacramento and Washington, D.C. to assist with the Presidential Permit process and in working with the various State and Federal Government agencies to authorize desalinated water from the Rosarito Desalination project to cross the border for use in the United States.

Following the discussion, the committee supported staffs' recommendation and presentation to the full board as a consent item.

May 8, 2013

Robert J. Saperstein
Attorney at Law
805.882.1417 tel
805.965.4333 fax
RSaperstein@bhfs.com

Mark Watton
General Manager
Otay Water District
2554 Sweetwater Springs Road
Spring Valley, CA 91978-2096

RE: Fee Agreement for Representation
Client-Matter No. 041018.11

Dear Mr. Watton:

You have asked us, and we have agreed to continue to act as government relations counsel for Otay Water District ("District"). The purpose of this letter is to confirm the terms and conditions of Brownstein Hyatt Farber Schreck's ("BHFS") representation.

The scope of BHFS representation shall be as described on Exhibit A ("Services"). Chris Frahm will be the principal representative for the provision of services in California with support from Rosanna Carvacho, Greg Wesley and any other lobbyists as assigned in our Sacramento office. In the performance of Services, BHFS shall report to and receive instructions from you as General Manager on behalf of the District, or, as otherwise directed by you.

The term of this Agreement shall commence on July 1, 2013 and shall end on June 30, 2015, with the understanding that the agreement shall be subject to review from time to time to determine if the monthly retainer for state advocacy services should be adjusted upward, downward or the agreement terminated. BHFS shall be paid in accordance with the terms described on Exhibit B. We will bill you for services rendered and disbursements and charges on a monthly basis in accordance with our Standard Terms and Conditions and billing rates, a copy of which is attached. You agree to pay these statements within 30 (thirty) days of your receipt of the billing statement.

BHFS provides a wide array of legal and advocacy services to many clients around the world. These services include legislative and administrative representation on policy matters which you believe may affect your interests, directly or indirectly. Therefore, as a condition of our undertaking to represent any client on a particular matter as described in the engagement letter, we hereby ask you, as we do each of our clients, to waive objection to any conflict of interest that might be deemed to be created by our representation of other clients in legislative or administrative policy matters that are unrelated to the specific representation we have been asked to undertake on your behalf. Your waiver will permit us to represent another client in advocating a change in law or policy areas such as, but not limited to business regulation, international trade, telecommunications or taxation, even if the policy we advocate would or might have a direct or indirect adverse impact upon your interests.

You also agree that the work product of our attorneys, public policy professionals, and staff, including notes, research, and documents which we prepare, is the property of the District. It is our policy to destroy all client files (including all documents and materials therein), eight years after we close such files upon

21 East Carrillo Street
Santa Barbara, CA 93101-2706
main 805.963.7000

completion of each matter. This file destruction procedure is automatic and you will not receive further notice prior to the destruction of these files.

We are very pleased and privileged to continue to work with you and the District. Occasionally, we may provide lists of representative clients to various publications and may use your company name in marketing materials. Unless you instruct us to the contrary, you hereby consent that such use is acceptable.

Please indicate your agreement to the terms of this letter by executing the enclosed copy and returning it to me. We appreciate the opportunity to represent you.

Very truly yours,



Robert J. Saperstein
California Managing Shareholder
BROWNSTEIN HYATT FARBER SCHRECK, LLP

Enclosures: Exhibit A: Scope of Work
Exhibit B: Rate Schedule
Standard Terms and Conditions

ACCEPTED AND AGREED TO:

OTAY WATER DISTRICT

By: _____
Mark Watton
General Manager

Date: _____

By: _____
Richard Romero
General Counsel

Date: _____

ACCEPTED AND AGREED TO:

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: _____
Robert J. Saperstein
Managing Shareholder, California

Date: _____

Exhibit A
Scope of Work

1. Track all pending and introduced legislation including bill amendments and report to the General Manager on legislation of interest to the District.
2. Monitor and attend Senate and Assembly Water Committee agendas and hearings as requested by the General Manager.
3. Monitor ACWA and other water agencies and other special district lobbying group activities and report to the General Manager on matters of interest to the District.
4. Schedule meetings and communications with legislators and the Administration as requested by the client.
5. Prepare and distribute support and opposition letters to proposed legislation.
6. Draft and distribute advocacy positions as requested.
7. Ongoing consulting with Ms. Frahm regarding pending and introduced legislation and bill amendments, hearings and agendas, and other matters of interest to the District in Sacramento.
8. Report, from time to time, as requested, on the progress of legislative activities.

Exhibit B
Rate Schedule

1. BHFS shall be compensated for actual services performed in accordance with this Agreement.
2. All state advocacy services shall be billed at the firm's standard hourly rates in an amount not to exceed \$35,000 annually for all state advocacy services under this Agreement.

BHFS will be reimbursed for all reasonable out of pocket expenses incurred in performance of Services under this Agreement. BHFS shall request written pre-approval of any single expense in excess of \$250 or any monthly sum of expenses in excess of \$500. BHFS shall submit to the District detailed receipts and a detailed invoice for all out-of-pocket expenses. Any entertainment or meal expenses must be pre-approved by the District. Failure to obtain pre-approval may result in denial of reimbursement.

041018\0009\10316016.1

BROWNSTEIN HYATT FARBER SCHRECK, LLP STANDARD TERMS AND CONDITIONS

Scope of Representation: The scope of our representation is set forth in the attached Letter. Our representation of you on any particular matter will end when we have completed our essential work on that matter.

Duties of the Parties: We agree to provide all legal services reasonably required to represent you, consistent with our ethical obligations. It is our intent to provide you with thorough, prompt and cost-efficient legal services, keep you informed of significant developments in the matter, and respond to your inquiries. You agree to fully cooperate with us, be open and truthful and provide us with all information pertaining to the matter, keep us informed of developments, to pay our bills in a timely manner, and keep us advised of your address, telephone number and whereabouts. You also agree to appear at any proceeding we deem necessary and to cooperate fully with us on all matters related to the investigation, preparation and presentation of your matter.

Fees: We review all billing statements before they are issued to ensure that the amount charged is appropriate. The statement for fees is simply the product of the hours worked multiplied by the hourly rates for the attorneys and legal assistants who did the work. The current range of hourly rates for our professional services is:

Partners:	From \$350 to \$970 per hour
Of Counsels:	From \$300 to \$930 per hour
Associates:	From \$210 to \$400 per hour
Land Use Planners:	From \$150 to \$250 per hour
Paralegals:	From \$150 to \$230 per hour
Legal Assistants:	From \$100 to \$150 per hour

We adjust our rate structure at the beginning of each calendar year. You agree to pay all fees billed at the then-current rate.

Outside Contract Attorneys and Legal Assistants: You agree that we may utilize specialized contract attorneys and legal assistants as necessary. You agree to pay the reasonable hourly rate for these legal services.

In-House Costs and External Expenses: In addition to charging fees for legal work, we will charge for certain out-of-pocket costs incurred by our firm in representing clients. Charges for long distance telephone calls, facsimile charges, in-office copying, ordinary postage and deliveries made by in-house staff are covered by an administrative fee. This administrative fee is in lieu of itemizing those costs. Other fees, such as computer-assisted legal research and third party vendor fees including document copying, transcript production, overnight delivery service charges, travel, meals and hotel accommodations will be itemized and billed separately at cost.

Other in-house costs and expenses include, but are not limited to, secretarial overtime, extraordinary administrative, technical or accounting support; computer legal research; messenger and other delivery fees; mileage, and the cost of licensing and other installation of special computer programming to manage your case. These are directly billed to you at our cost.

External expenses are also charged at cost. These include, but are not limited to, the following: Notary fees; consultant costs, investigative costs, professional mediator, arbitrator and/or special master fees; travel costs, including parking,

transportation, meals and hotels. External expenses will either be passed through to you for direct payment to the vendor or included on your statement. We may select experts, consultants and investigators who in our judgment are necessary to aid in the preparation of your matter and will inform you of the persons selected and their charges. You authorize us to incur all reasonable costs and to hire such experts, consultants and investigators. We will not incur any major external expenses on your behalf without your prior approval.

Billing Period and Payments: We will bill you for services rendered and disbursements and charges on a monthly, or such other periodic, basis as we may determine. If you require additional statements, you agree to request them at intervals of no less than 30 days and we agree to respond within 10 days.

You agree to inform us of any dispute you may have with respect to a statement within 10 days of the statement date. If you do not object, the statement will be deemed correct. If you do object, we will consider our right to the fees and costs set forth on that statement as "disputed." Absent a dispute, you agree to pay all statements upon receipt, and no later than the last day of the month in which you receive the statement. Even if you dispute a portion of a statement, you agree to pay the undisputed portion not later than the last day of the month in which you receive the statement. If payment is not timely received, we may assess a monthly delinquency charge of 1.25% (15% per year) of the amount not paid until paid in full. Payments will be applied to the longest outstanding charges in the following order: first, costs, then delinquency charges, and then fees.

Retainers: If required, you agree to pay an advance fee retainer upon execution of this agreement and agree that we may, at our discretion, withdraw the undisputed amount of any statement, whether fees or costs, from any retainer you have on deposit. You agree to replenish the retainer monthly to maintain a credit toward fees. That means that, even though you have a retainer on account, you still must pay your statements as they become due. If we expect significant additional expenses, you agree to provide a further retainer within 15 days of our request.

Your retainer will be held on your behalf in our trust account without interest to you, because California law requires all interest earned on such funds to be forwarded to the California State Bar for its Legal Service Trust Fund Program. If you prefer, you may request that we hold your funds in a non-interest bearing account, or in an interest bearing account for your benefit. If you make such a request, you agree to pay administrative costs of a one-time \$75 set-up charge and a \$25 per month service charge. At the conclusion of our representation, we will return any unearned retainer to you.

As an additional retainer and as security for the payment of our fees, costs and expenses, you agree that we have a first priority lien on all claims and causes of action that are the subject of our representation under this Agreement and on all proceeds or property obtained or recovered, whether by agreement, settlement, mediation, arbitration award, court judgment, cost or fee award or otherwise resulting from our representation.

No Guarantee: Our comments about the potential outcome of your matter or any phase thereof are expressions of opinion only. We cannot guarantee the outcome or make any promises in that regard.

Discharge: Our goal is to maintain at all times a constructive and positive relationship with you, to the conclusion of this matter and in future matters. However, you have the right to discharge us as your lawyers at any time, and we have the right to withdraw from your representation at any time, consistent with our ethical obligations. If you discharge us or we elect to withdraw, you agree to immediately secure new counsel. If we are your attorneys of record in any proceeding, you agree to cooperate fully in substituting such new counsel as your attorneys of record. At the time of discharge or withdrawal, you agree to immediately pay us for all services rendered to you and for all costs and expense paid or incurred by us on your behalf.

Files: At the conclusion of our services, your files will be transferred to you upon request. You agree to pay the cost of accessing, copying and delivering the file to you. If you do not request the return of your files within five (5) years from either the completion of our essential work on the matter or the termination of our relationship by discharge or withdrawal, we have the right, but not the obligation, to destroy any files created and maintained by us with respect to the matter.

Disputes: Any controversy or claim arising out of or relating to fees and/or costs incurred under this Agreement shall be resolved pursuant to Business and Professions Code section 6200 *et seq.* All other disputes arising out of or relating to this Agreement or the professional services rendered under this Agreement, shall be determined in accordance with the laws of the State of California. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. Each side shall bear its own costs and attorney fees in said arbitration.

Miscellaneous: Unless you instruct us to the contrary in writing, we will utilize facsimile, e-mail, cellular phone, PDA and similar communication methods, and we disclaim any liability for unauthorized third-party interception of communications. You agree that we may use your name and information generally available to the public in our marketing efforts.

Interpretation and Effective Date: This agreement is our entire and only agreement and is governed by California law. If any provision is found unenforceable, the remainder of the agreement will remain in effect. This agreement will not take effect until you sign and return the enclosed copy of the letter with these terms and conditions attached and until the agreement has been countersigned by the firm's Managing Partner. This agreement will then be retroactive to the date services were first provided. If this agreement does not take effect, you will still be required to pay us the reasonable value of any services we have performed for you.

AGENDA ITEM 7h



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	June 5, 2013
SUBMITTED BY:	Dan Martin Engineering Manager	PROJECT/ SUBPROJECT:	AS001- DIV.NO. 5 CS0005
APPROVED BY:	<input checked="" type="checkbox"/> Rod Posada, Chief, Engineering <input checked="" type="checkbox"/> German Alvarez, Asst. General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	Request to Approve Agreement with New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, for the Installation of a Communications Facility at the 1296-1, 2, & 3 Reservoir Sites		

GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board of Directors (Board) authorize the General Manager to execute an agreement with New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company (New Cingular) for the installation of a communications facility at the 1296-1, 2, & 3 Reservoir Sites (see Exhibit A for Project Location).

COMMITTEE ACTION:

See Attachment A.

PURPOSE:

To obtain Board approval authorizing the General Manager to execute an agreement (see Attachment B) with New Cingular that allows the installation of a communications facility at the 1296-1, 2, & 3 Reservoir Sites. The agreement will grant New Cingular the right to use approximately 400 square feet of leased area.

ANALYSIS:

New Cingular will be the third cellular provider locating its facilities on the 1296-1, 2, & 3 Reservoir Sites. Currently, T-Mobile and Sprint PCS are the other two cellular providers at this location. New Cingular is proposing to construct, operate, and maintain an unmanned wireless communications facility consisting of twelve (12) panel antennas which will be façade mounted to the side of two (2) existing 33-foot high water tanks. Four (4) ground-mounted base transceiver station (BTS) radio equipment cabinets shall be enclosed in a 24-feet-10.5-inches(L) x 6-feet-2.5-inches(W) x 8-feet(H) dark-tan concrete block enclosure to screen the equipment. The overall lease area shall be comprised of approximately 400 square feet. The facility shall have its own SDG&E electrical service/meter and connection to landline telephone service.

As included in the proposed agreement, the tenant will have the option to extend the term for three additional five-year periods. Two additional five-year extensions may be granted at the District's discretion. At the beginning of each extension term, the District may choose to adjust the annual rent, effective the first year of each extension term by four percent or the preceding five year average of the San Diego Metropolitan CPI, whichever is higher.

The agreement also includes an initial \$2,500 payment toward the District's non-refundable administrative fee of \$6,500 paid to reimburse the District for staff time to supervise and assist in conducting an investigation of the proposed premises, site selection, planning, and design, including legal expenses; this fee is separate from the rent. The remaining balance of \$4,000 will be due and payable upon execution of this agreement by both parties to reimburse the District for administrative expenses and costs related to District's supervision and assistance with construction phases of the Project.

The District will receive copies of construction drawings, all permits, and approvals by local regulatory agencies prior to granting permission to start construction. Staff agrees with the design concept for the proposed facility construction.

FISCAL IMPACT: Joseph Beachem, Chief Financial Officer

The District will receive \$3,175 per month in rent effective upon execution of the lease agreement for a period of five years, subject to an annual inflation adjustment of four percent.

LEGAL IMPACT:

The agreement has been reviewed and approved by District General Counsel for content and form.

STRATEGIC GOAL:

The District ensures its continued financial health through long-term financial planning, formalized financial policies, enhanced budget controls, fair pricing, debt planning, and improved financial reporting.

DJM/RP:jf

P:\WORKING\CELLULAR LEASE FILE\AT&T (CINGULAR)\1296-1&2\staff report\BD 06-05-2013\BD 06_05_2013_Staff Report_New Cingular @ 1296 3 res.doc

Attachments: Attachment A - Committee Action
Attachment B - Agreement
Exhibit A - Location Map



ATTACHMENT A

SUBJECT/PROJECT: AS001-CS0005	Request to Approve Agreement with New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, for the Installation of a Communications Facility at the 1296-1, 2, & 3 Reservoir Sites
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COMMITTEE ACTION:

The Finance, Administration and Communications Committee discussed this item at a meeting held on May 15, 2013 and the following comments were made:

- Staff is requesting the board's approval of an agreement with New Cingular Wireless PCS, LLC (otherwise known as AT&T) for the installation of a Communications Facility at the 1296-1, 2, & 3 Reservoir Site. A map was presented showing the location of the reservoir site in Jamul (Exhibit A to staffs' report).
- The District currently has 32 cellular lease agreements with an annual revenue of approximately \$1,000,000. Of the 32 leases, five (5) are with New Cingular Wireless(AT&T).
- AT&T is proposing to construct, operate, and maintain an unmanned wireless communications facility consisting of 12 panel antennas mounted to the side of 2 existing 1296 Reservoir water tanks (Tanks 1 and 3 on Exhibit A).
- AT&T will be the 3rd cellular vendor on this site along with T-Mobile and Sprint. The overall lease area proposed by AT&T is approximately 400 square feet.
- The District will receive \$3,175 per month in rent effective upon execution of the lease agreement for a period of five (5) years. This rent amount is subject to an annual inflation adjustment of 4 percent in accordance with the terms of the lease. AT&T will also have the option to extend the term of the lease for three (3) additional five-year periods.

- Staff has included additional language in the proposed lease to strengthen the agreement and support management of the District's leases. The new language includes:
 - The requirement of a Security Deposit equal to the sum of two month's rent
 - The elimination of pro-rating language for rent to simplify the billing process
 - 20% penalties for late payment
 - Non-curable Event of Default for failure to pay rent
 - Magnetic mount or other non-destructive alternative attachment requirement
 - Utilities and back-up power provisions
 - New Assignment of Lease form requirement to assist in documenting change of ownership
 - Some companies wish to sublease their land leases with the District to tower companies to "monetize" their leases. This makes it difficult for the District to determine which company has the underlying lease. Requiring tenants to complete a New Assignment of Lease form will help the District track and document ownership.
- The District also included language within the agreement that allows the District to utilize infrastructure that the cellular companies may install to support their equipment, such as, electrical power . This would allow the District to utilize the tenants power infrastructure if needed and avoid having to install parallel facilities.
- The committee inquired what happens to the infrastructure installed by the tenant at the end of the cellular lease. It was indicated that the terms of the contract requires that the tenant remove all equipment, etc. However, to the extent that the tenant has facilities that would be of benefit to the District, the District works/negotiates with the tenant to leave the infrastructure in place. The infrastructure then becomes part of the District's assets.
- It was indicated in response to an inquiry from the committee that the tenants must contact the District before they can enter a lease site and also advise the District when they leave. The tenants have secured access entry.

- The committee inquired as to the monthly rent/lease amount was for the other cellular vendors. It was indicated that the lease amount depends on when the lease was entered into and the size of the lease area. The District's lease amounts range from low \$2000 to \$3500.
- The committee inquired how the District determines the appropriate lease rate based on the market. It was indicated that staff regularly contacts our sister agencies and other agencies that have cell site leases to check their current lease rates. Staff has consistently found that the District's lease rate is generally at the top of the market. The District's agreement also includes a guaranteed 4% annual increase and at the end of each of the five year terms, the District has the opportunity to recalculate increases based on the Consumer Price Index and adjust increases if the current rate is above 4% (mark to market).
- The District also had engaged a consultant several years ago to review the District's leases and pricing. The consultant verified that the District's rates were at the top of the market.

Following the discussion, the committee supported staffs' recommendation and presentation to the full board as a consent item.



ATTACHMENT B

SUBJECT/PROJECT: AS001-CS0005	Request to Approve Agreement with New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, for the Installation of a Communications Facility at the 1296-1, 2, & 3 Reservoir Sites
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See attached lease agreement.

TELECOMMUNICATION FACILITY AGREEMENT
BETWEEN NEW CINGULAR WIRELESS PCS, LLC
AND OTAY WATER DISTRICT TO LOCATE A
COMMUNICATIONS FACILITY AT OTAY'S 1296 - 1,
2 & 3 RESERVOIR SITE
(13635 Bear Mountain Way)

This Telecommunication Facility Agreement (the "Agreement") is entered into and effective on the date specified in the signature page (the "Commencement Date"), by and between the Otay Water District, a municipal water district organized and operated pursuant to the Water Code Section 71000, et seq. ("Otay"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Tenant"). Special terms and conditions are set forth on Exhibit A.

R E C I T A L S

A. Otay owns a site on which it has constructed water facilities known as the "1296 - 1, 2 & 3," as depicted on Attachment A to Exhibit B (the "Reservoir Site").

B. Tenant has requested Otay to allow it to locate a communications facility and transmitting and receiving antennas at the Reservoir Site pursuant to the terms and conditions set forth herein.

C. Otay is willing to allow Tenant to locate the Facilities (defined below) at the Reservoir Site pursuant to the terms and conditions set forth herein.

A G R E E M E N T

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Otay and Tenant agree as follows:

1. Premises. Otay owns the real property described in Attachment B to Exhibit B (the "Property"). Otay agrees to lease to Tenant, for the installation of antennas and related telecommunications equipment, approximately 400 square feet of real property within the Property, as more particularly described on Attachment C to Exhibit B (the "Premises").

2. Grant of Non-Exclusive Trench and Utility Easement(s). Upon written request from Tenant, Otay agrees to grant a non-exclusive easement, as legally described and depicted in Exhibit C to this Agreement (the "Easement"), for certain agreed-upon portions of the Property for the purpose of trenching and for the installation and maintenance of the Otay approved utilities needed by Tenant for the Facilities. It is expressly agreed that any such Easement shall only be valid if signed by the parties and, if so, it shall run concurrently with this Agreement and shall terminate automatically if this Agreement is terminated or ceases to exist for any reason. Tenant agrees, holding Otay harmless for any cost or expense, to return any such Easement and any portions of the Property disturbed in connection with the Facilities or any Tenant activity to their original condition, or any other condition acceptable to Otay, as evidenced in advance of the work in a writing signed by Otay representatives.

Tenant acknowledges that the Property is used in connection with Otay's storage and delivery of water and other services to the public, and agrees that such uses by Otay are superior in all respects to all uses by Tenant. Upon receipt of twelve (12) months written notice from Otay (or less if six-months' notice cannot be reasonably given), Tenant shall at its sole expense relocate its Easement to another mutually agreeable location within the Property. Otay and

Tenant shall reasonably cooperate in such relocation, however if no such suitable location can be agreed-upon, either party may terminate this Agreement without further liability to the other party.

Non-exclusive means, in connection with the Easement described and defined in this Section 2, that Otay or any person or entity authorized by Otay may utilize the easement area for any purpose which does not interfere with Tenant's use, including a purpose similar to Tenant's. Otay shall provide Tenant with advance notice of any intention to use, or authorize a third party to use, the easement area.

3. Use of the Premises. The Premises may be used by Tenant only for the purpose of installing, constructing, housing, operating, maintaining and repairing its own, Otay-approved telecommunication equipment, including appurtenant antennas and electronic equipment, as further described and conditioned in this Agreement (collectively, the "Facilities"), for the lawful provision of communication services. Tenant may not sublease, sublicense or permit another entity any use of space at the Premises or the Facilities, except as provided in Section 12, below.

4. Access. Subject to compliance with the conditions set forth below, Otay agrees to provide access over pre-identified portions of the Property to the Premises to Tenant, Tenant's employees, agents, contractors and subcontractors (collectively, "Tenant Parties"), 24 hours a day, seven days a week, at no additional charge to Tenant. Neither Tenant nor Tenant Parties shall wander off into other portions of the Property or attempt to use or access any Otay facility. If access to the Premises is available without or with minimum intrusion into any portion of the Property, such access shall be the preferred route and Otay may require the Tenant, at the Tenant's cost, to fence the Facilities so as to separate them from the rest of the Property and all other improvements.

a. Ingress and Egress. Otay hereby grants to Tenant and Tenant Parties such rights of ingress and egress over the Property as may be necessary and consistent with the authorized use of the Premises as outlined by Otay Operations; provided, however, that such access shall at all times be in compliance with and subject to Otay's rules, policies and regulations and shall not, at any time, interfere with Otay operations or cause or threaten to cause any contamination of Otay facilities or the Property.

b. Parking by Tenant. Subject to the foregoing, Otay agrees to permit Tenant and Tenant Parties to park vehicles on the Property as necessary and consistent with the authorized use of the Premises. No vehicle or trailer of any type shall be left unattended at any time or parked overnight, by Tenant or Tenant Parties, on any portion of the Property, including the Premises. Upon Otay's request, Tenant shall immediately cause to be relocated any vehicle, trailer, or any other blockage of any type (other than Otay-approved Facilities), belonging to Tenant or any Tenant Party.

c. Maintenance of Access. Otay shall, at its expense, maintain all access roadways or driveways from the nearest public roadway to the Property, in a manner reasonably sufficient to allow access. Otay may assess a charge on Tenant to reimburse Otay for the full cost of any damage or excessive wear caused by Tenant and Tenant Parties.

d. Additional Access. Tenant is responsible for, at no cost to Otay, obtaining and maintaining all permits, licenses or easements from the owners of any affected real property (whether adjacent to the Property or not), as may be necessary for Tenant to have any and all access to and from the Property required in connection with this Agreement and the Facilities. Tenant shall provide copies of these documents to Otay prior to the start of construction.

5. Term. The term of this Agreement shall be five (5) years (the "Initial Term"), commencing on the Commencement Date. Tenant shall have the right to extend the term of the Agreement for three (3) additional terms of five (5) years each (each, an "Extension Term") by giving Otay written notice of its intention to do so at least 120 days prior to the date that the then current term would otherwise end. Failure to give such notice entitles Otay to, at its option, terminate this Agreement at the end of the then current Initial Term or Extension Term. In addition, so long as Tenant is in full compliance with the terms and conditions of this Agreement, Tenant may request up to two (2) additional extensions of five (5) years each, which Otay may grant or deny at its sole discretion (each, an "Additional Term" and together with the Initial Term and Extension Term, or individually, as the context requires, the "Term"); such request(s) shall be in writing and received by Otay no less than 120 days prior to the expiration of the then current Extension Term or Additional Term, as applicable.

6. Payment of Costs; Deposit and Administrative Fees. Tenant agrees to pay all actual costs and expenses incurred by Otay directly in connection with the Facilities and this Agreement, including negotiation and processing hereof, plan checking and inspection of Tenant facilities, costs of inspection, repairs or replacement of any Otay facilities affected or damaged, and all other actual costs or expenses of Otay attributable to the matters herein contemplated, plus a reasonable amount for Otay's overhead costs in connection therewith.

a. Deposit. Tenant has made a deposit, concurrent with its application, and has agreed to make any additional deposits required in connection with Otay's review of the application, negotiation of this Agreement, including legal review, site visits, review of drawings and other costs relating such matters incurred by Otay up to the time this Agreement is executed. Tenant forfeits any claim to such deposits except to the extent Otay determines after this Agreement is executed that amounts in excess of the Otay's costs and expenses have been paid. Any such excess amounts may, at the sole discretion of Otay, be credited toward administrative fees or any other costs then due by Tenant, if any. If no amounts are due, excess deposits will be reimbursed to Tenant.

b. Administrative Fees. An initial administrative fee of Four Thousand Five Hundred Dollars (\$4,500) shall be paid to Otay on or prior to the date of execution of this Agreement to defray costs relating to review and processing of Tenant's conditional use permits, inspection of the Facilities during construction and other related costs. In addition, administrative fees may be charged at Otay's discretion during the Term to recover costs and expenses actually incurred by Otay, including attorneys and consultant's fees, if any, in connection with any Tenant activity that requires Otay staff to spend time in supervision, inspection, investigation or other review; such costs include but are not limited to any amendments to this Agreement, any default or any failure of Tenant to secure or renew any permit, approval, license or easement and any investigation Otay deems reasonably required in connection with the Premises or the Facilities, including without limitation any investigation of a potential contamination of any portion of the Property due to any Tenant activity or improvement.

c. Security Deposit. Within thirty (30) days following the Commencement Date of this Agreement, Tenant shall pay to Otay a sum equal to two months' Rent as a deposit ("Security Deposit") to secure the Tenant's performance of the covenants contained herein. Tenant shall maintain the Security Deposit balance equal to the amount established herein over the life of this Agreement. If Otay applies any portion of the Security Deposit, Tenant shall within 30 days after receipt of written notice by Tenant from Otay, deposit an amount sufficient to restore the Security Deposit to its original amount. No part of the Security Deposit is to be

considered as an advance payment of Rent, including last months' Rent, nor is it to be used or refunded prior to the leased Premises being permanently and totally vacated by the Tenant. After the Tenant has vacated the Premises, Otay shall furnish Tenant with an itemized written statement of the basis for, and the amount of, any of the Security Deposit retained by Otay. Otay may withhold that portion of Tenant's Security Deposit necessary (a) to remedy any default by Tenant in the payment of Rent or any other provision of this Agreement, (b) to repair damages to the premises or any expense, loss, or damage that Otay may suffer due directly to any default by Tenant, (c) to restore the premises to meet Otay's reasonable standards, (d) any amount that Otay may actually incur or become obligated to spend in exercising Otay's rights under this Agreement or recoverable under law. The unused portion of the Security Deposit shall be returned to the Tenant without interest no later than 60 days after expiration or earlier termination of this Agreement.

Tenant waives the provisions of California Civil Code §1950.7, and all other provisions of law now in force or that become in force after the Commencement Date, that provide that Otay may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of accrued Rent, to repair damage caused by Tenant, or to clean the Premises. Otay and Tenant agree that Otay may, in addition, claim those sums reasonably necessary to compensate Otay for any other foreseeable or unforeseeable loss or damage caused by the act or omission of Tenant or Tenant's officers, agents, employees, Independent contractors, or invited guests, including future Rent payments.

d. None of the deposits or other payment of costs or administrative fees constitutes or shall be considered Rent (defined below).

7. Rent. Beginning on the Commencement Date, Tenant shall pay Otay as rent the sum of Three Thousand One Hundred Seventy-Five (\$3,175) per month ("Rent") payable on the first day of each month in advance. If the Commencement Date is prior to the fifteenth day of the month of commencement, the full month's Rent will be due on the Commencement Date. If the Commencement Date is on or after the fifteenth day of the month of commencement, payment of Rent will begin the first day of the following month.

Tenant may make Rent payments up to 5 days past due date without penalty, unless continual late payments for two (2) consecutive months occur. A fee shall be imposed after the 5th day and shall be 20% of the amount currently due. Failure to pay Rent within thirty (30) calendar days following Tenant's receipt of Otay's written notice that Rent is past due shall be an Event of Default as provided by Section 17. Notwithstanding the foregoing, Tenant's failure to pay Rent on the due date for more than three (3) times over any consecutive twelve (12) month period during the Term shall only require Landlord to provide a written notice to cure the Rent default within five (5) business days of Tenant's receipt of Otay's written notice. At Otay's sole discretion, immediately following an uncured Event of Default, Otay may elect to terminate the Agreement and seek any remedy available by this Agreement or at law. If Tenant tenders a check, which is dishonored by a banking institution, than the Tenant shall tender cash or cashier's check only for all future payments, which shall continue until such time as written consent is obtained from Otay. In addition, Tenant shall be liable in the sum of \$25 for each dishonored check that is returned to Otay.

a. Rent Increases. The Rent shall be increased on each calendar anniversary of the Commencement Date at a rate of four percent (4%) per annum. However, at the beginning of each Extension Term or Additional Term, if any, Otay may, at its sole and absolute discretion, choose to adjust the annual rent, effective on the first year of said Extension Term or Additional

Term, by an amount equal to the greater of: (i) four percent (4%); or (ii) the amount necessary to ensure that the rent equals the amount it would have been if each annual increase during the previous Term had been calculated based on the average percentage increases in the consumer price index published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984 = 100) (the "CPI") for "All Items - All Urban Consumers" for the San Diego Metropolitan Statistical Area for the immediately preceding 5 year period. If the publication of the Consumer Price Index is discontinued, or if the Consumer Price Index is altered in some material manner, including changing the name of the index, the geographic area covered, the consumers or workers so included, or the base year, the Parties must use their reasonable best efforts to agree on a substitute index or procedure that reasonably reflects and monitors consumer prices in the greater San Diego metropolitan area. After such an adjustment, the rent shall increase at a rate of four percent (4%) per annum for the rest of the applicable Extension Term or Additional Term, if any. Otay shall also have the discretion to adjust the base rent to then current market rent in the Additional Term if said market rent is greater than the CPI increase provided for in the above formula. The "then current market rent" shall be defined as the most recent rent transaction entered into by Otay with other similar wireless communications tenants for the same or similar purposes and for similar sized premises.

8. Environmental. Otay represents that to the best of its knowledge the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials other than those materials normally used by Otay for its usual purposes and that there is no known hazardous waste on the Premises. Tenant shall not bring any hazardous materials onto the Premises except for those contained in its back-up power facilities (e.g. sealed batteries and diesel fuel) and properly stored, reasonable quantities of common materials used in telecommunications operations (e.g. cleaning solvents); provided that Tenant shall use best efforts to ensure that NONE of any such contaminants come into contact with ANY soil on the Premises or the Property or with any portion or any Otay facilities. Tenant shall handle, store and dispose of all hazardous materials it brings onto the Premises in accordance with all federal, state and local laws and regulations ("Laws"). "Hazardous materials" means any substance, chemical, pollutant or waste that is identified, at the time the contamination or spill occurs, as hazardous, toxic or dangerous under any applicable federal, state or local law or regulation and specifically includes, but is not limited to asbestos and asbestos containing materials, polychlorinated biphenyl's (PCBs) and petroleum or other fuels (including crude oil or any fraction or derivative thereof). Tenant shall indemnify, defend and hold Otay, its directors, officers, employees, agents, consultants, successors attorneys and assigns (each an "Otay Party" and collectively, "Otay Parties") harmless for any damages, claims, liabilities, suits, actions or proceedings of any kind arising in connection with Tenant's use or storage of hazardous materials. Notwithstanding the preceding sentence, in the event that a Transfer (as defined in Section 23(a) below) by Tenant of this Agreement is made to any party that is not an Affiliate of Tenant, then Otay shall have the right to reasonably approve the counsel providing the defense pursuant to this Section 8, it being the understanding of Otay and Tenant that no approval of counsel is required by Otay only for so long as Tenant (New Cingular Wireless PCS, LLC) or any Affiliate of Tenant holds the rights in and to this Agreement.

a. Remediation. If Tenant, Tenant activities or Tenant Facilities in any way cause contamination of any portion of the Property or any Otay equipment or facility, Tenant shall immediately notify Otay and, without cost or expense to Otay, Tenant shall completely remediate and shall cause the legal removal and disposal all contaminants and any contaminated soil and materials within 24 hours of Tenant's receipt of written notice from Otay. If

remediation cannot be completed within such time, it must be commenced and diligently pursued to Otay's satisfaction to avoid a default hereunder. Notwithstanding the preceding two sentences in the event of a bona fide emergency resulting from contamination caused by Tenant, its activities or Tenant Facilities, and Otay determines for the protection of the health and safety of the general public that immediate remediation is required for such contamination, Otay shall have the right, but not the obligation, to undertake the remediation of such contamination to the extent necessary to alleviate the bona fide emergency, and Tenant shall reimburse Otay for all costs and expenses actually incurred by Otay within thirty (30) days of Tenant's receipt of written invoice accompanied by reasonable substantiation of the costs so incurred. Tenant shall also, holding Otay harmless for any cost or expense, immediately cause the repair of any and all damage arising from the contamination or the remediation. Any and all contractors or workers associated with the removal of the hazardous materials and clean-up of contaminated soils or facilities must be certified the Contractors State License Board ("HAZ" Certification) pursuant to Business and Professions Code 7058.7 et seq. and proof of the required certification, insurance, and a business license is demanded and required. All remediation activities must be performed with Otay's representative(s) present.

b. Indemnity for Contamination. Tenant shall hold Otay and Otay Parties harmless from any and all costs, expenses, losses, claims, fines, penalties, forfeitures, liabilities, expenses and damages, whether constitutional, statutory, in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage), incurred, arising from or any way related to any such contamination or remediation, including without limitation all costs and expenses relating to the clean-up or replacement, by or at Otay's direction by persons or entities acceptable to Otay, of any contaminated soil, water and/or facilities and including without limitation defending Otay and Otay Parties (with legal counsel, investigators and subject matter experts acceptable to Otay) in any administrative or criminal proceeding, claim, action or litigation arising from or related to such contamination, payment of any and all fines imposed on Otay or Otay Parties, and payment of any awards or settlements. Tenant agrees to reimburse Otay for its cost relating to such remediation pursuant to Section 6.b of this Agreement.

c. Tenant's obligation to remediate and indemnify Otay for any such contamination and remediation shall survive the termination of this Agreement for any cause.

9. Installation and Maintenance of Facilities. Tenant is authorized to install, maintain and operate on the Premises only the Facilities described and depicted on Attachment A to Exhibit D; provided that all permits and zoning approvals shall have first been obtained by Tenant and shall at all times while the Facilities operate remain in full force and effect.

a. Installation of the Facilities. Tenant's design and installation of all portions of the Facilities shall be done, at no cost to Otay, according to plans approved by Otay, provided that such approval shall not be unreasonably withheld. Tenant shall not locate or attach any antennas or other equipment to any of Otay's facilities without the prior written approval of Otay of the method of attachment at Otay's sole discretion. If such Facilities are to be attached or mounted to a water tank, Tenant shall use an installation method such as a magnetic mount or other, non-destructive alternative. The Tenant shall be responsible for painting its antennas and/or equipment to match Otay's facility. Otay will provide Tenant with specifications regarding paint type, color and application method to accomplish this requirement. Painting/coating submittals shall be provided to Otay by the Tenant prior to receiving permission to begin painting. Otay may specify a camouflage design if not inconsistent with requirements of

the city or county within which the Facilities are located. These camouflage designs may include but are not limited to faux palm trees, pine trees, cypress trees, broadleaf trees, and flag poles, unipoles, and other camouflaged antenna and antenna supports.

b. *Record Drawings.* Within thirty (30) days after completion of the Facilities, Tenant shall provide Otay with "record" (also called "as-built") drawings of the Facilities showing and identifying all the equipment and improvements installed on the Premises. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, including without limitation all personal property and antennas located on the Premises and any such property of Tenant located in the Easement. No property of Tenant other than such identified property shall be located on the Premises or the Property at any time. Upon acceptance by Otay of Tenant's record drawings, in form and content satisfactory to Otay, such drawings shall replace and supersede any similar drawings contained in any exhibit attached hereto.

c. *Alterations.* Tenant shall not alter or change its Facilities in a material manner without the prior approval of Otay, such approval not to be unreasonably withheld. "Material" refers to any physical change that could affect the building structure, antenna support, interconnecting facilities or its appearance or any change that requires access to the Premises for installation of new equipment, removal of old equipment, trenching or digging or that could disrupt Otay's workplace or communications in any way or any change that requires a renewed or amended easement, permit or approval. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense in a good and workmanlike manner and fully compliant with all government permit and code requirements. Tenant shall have the right to remove all facilities it installs at its sole expense on or before the expiration or termination of this Agreement, but must at such time restore the ground and surface underlying the removed facilities to its pre-installation condition, wear and tear excepted, and to the reasonable satisfaction of Otay.

d. *Improvements to Facilities / Additional Space.* If, at any time during the Term, Tenant requests permission from Otay to add improvements requiring construction to its then existing Facilities, the then current Administrative Fees shall be paid to Otay before any such changes are negotiated. In addition, if the requested Tenant improvements include additional area, a new agreement or, at Otay's discretion, an amendment for the additional lease space must be executed prior to start of construction and Tenant shall comply with Otay's requirements then in effect, including payment of additional rent, if any, for the additional area.

e. *Permits and Compliance with Applicable Laws.* During the Term, and prior to commencing any construction or installation of any improvements or equipment, as applicable, Tenant shall obtain all necessary approvals, permits and access easements or licenses, all of which shall be maintained in full force and effect at all times in accordance with all applicable laws, rules and regulations.

i. Prior to commencing construction, Tenant shall deliver to Otay copies of all executed licenses, approvals and permits required by local, state or federal agency in connection with the Facilities, which permits shall be attached hereto as Attachment B to Exhibit D.

ii. From time to time, as required by law or regulation in connection with the normal operation of the Facilities or as needed due to improvements or alterations to the same, Tenant shall provide Otay with updated permits, licenses and/or approvals, including without limitation written evidence, satisfactory to

Otay, of all FCC approvals and other governmental permits and approvals, including but not limited to compliance with the FCC's electromagnetic radiation rules, set forth at 47 C.F.R. § 1.1307 et seq. and FCC Office of Engineering and Technology Bulletin 65, each as hereafter amended.

iii. Otay agrees, at no expense to Otay, to reasonably cooperate with Tenant in making application for and obtaining all governmental licenses, permits and approvals that may be required for Tenant's intended use of the Premises.

f. *Utilities.* Tenant shall be authorized to install utilities for the Premises and the Facilities at Tenant's expense and to improve the present utilities on or near the Premises (including, but not limited to the installation of an emergency back-up power) subject to Otay's approval of the location, route, design and capacity, which approval shall not be unreasonably withheld. Tenant shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Tenant's facilities. If inadequate electrical power is available to provide for the Facilities, or additional electrical power is required to be installed on the Premises by Otay in its sole discretion, such installation shall be at Tenant's sole expense. The location, route, design and capacity of the additional power facility shall be approved by Otay, which shall not be unreasonably withheld.

g. *Repair of Otay's Improvements/Systems.* Any damage done to the Property or to any Otay improvement, facility or system in connection with the construction, installation, maintenance, repair, improvement, replacement or operation of the Facilities shall be repaired or replaced immediately at Tenant's expense and to Otay's reasonable satisfaction by Otay staff or contractors approved by Otay. Tenant shall not locate or attach any antennas or other equipment to any of Otay's facilities without the prior written approval of Otay. Tenant shall pay all costs and expenses in relation to maintaining the integrity of Otay's facilities, improvements and systems affected in any way by Tenant's Facilities or its use of the Property or the Premises.

h. *Maintenance and Repair.* At all time during the Term, Tenant shall maintain the Premises and the Facilities in a manner acceptable to Otay. Tenant's use of its facilities shall not at any time or in any way adversely impact, impede or interfere with Otay's access to, use or operation of, its improvements, equipment or systems.

i. *Liens.* Tenant shall not encumber or allow the Premises or the Property to be encumbered in any manner other than as expressly authorized herein.

j. *Security.* Tenant recognizes and agrees that the Premises and the Reservoir Site are a sensitive area and that Otay's operations and services are highly sensitive and regulated. Tenant shall provide for the proper supervision of all Tenant Parties assigned or allowed by Tenant to enter and do work at the Premises. Tenant also agrees, holding Otay harmless for any cost or expense, to comply with any and all security measures instituted by Otay from time to time.

10. Maintenance, Repair or Replacement of Otay's Improvements. At any time while this Agreement remains in effect, Otay may, at its option and upon One Hundred Twenty (120) days following Tenant's receipt of written notice from Otay, remove or cause Tenant to remove all or any portion of its Facilities at Tenant's expense, in order for Otay to paint, repair, or make replacements to any or all its improvements on the Premises (the "Maintenance or Replacement Work"), as deemed necessary by Otay in its sole discretion. Tenant agrees to fully cooperate with Otay's efforts in connection with any Maintenance or Replacement Work, including

without limitation timely, and at Tenant's cost, removing and re-installing any portion of the Facilities, as requested by Otay.

a. *Temporary Facilities.* During the Maintenance or Replacement Work, Tenant may, holding Otay harmless from any cost or expense, install temporary antennas on the Premises subject to Otay's approval of the location and type of replacement facilities, such approval shall not be unreasonably withheld or delayed. Once the Maintenance or Replacement Work is completed by Otay, Tenant agrees to promptly dismantle any temporary facilities and to relocate the facilities to their original location or to any other location approved by Otay. All work related to the removal of any portion of the Facilities, installation of temporary facilities, dismantling, relocation to their original location and any related work, shall be done at Tenant's sole cost and expense and in good and workmanlike manner.

b. *Repair of damage.* Tenant shall repair any damage caused by Tenant in connection with the installation, maintenance, operation or removal of any temporary facilities or the Facilities, and Tenant shall restore any distributed portions of the Property to their condition immediately prior to the installation of the temporary facilities.

c. *Otay's option to remove temporary facilities.* If any temporary facilities are not removed within thirty (30) days from the date the Maintenance or Replacement Work is completed, Otay shall have the right, but not the duty, to remove the temporary facilities at Tenant's cost and expense.

d. *Painting of the Facilities.* If the Maintenance or Replacement Work includes the painting, or any work affecting the surface of Otay's improvements, the Tenant shall be responsible for repainting or performing other surface treatment of its antennas and equipment to match Otay's. Otay will provide specifications to the Tenant regarding the treatment, paint type, color and application method to accomplish this requirement. The Tenant shall be required to obtain approval of specifications from Otay prior to commencing work on this requirement. Subject to Otay's prior written consent, Tenant may substitute an alternate treatment, paint type and application method if it reasonably determines that Otay's selection will adversely affect or otherwise degrade Tenant's wireless signal from the Reservoir Site.

11. Co-Location by Otay. Tenant agrees that Otay may enter into leases or other types of agreements with other communication carriers, wireless communications carriers and other utilities for use of any portion of the "Reservoir Site" as long as said leases do not result in unreasonable interference with Tenant's use of or access to the Premises. Tenant shall reasonably cooperate with Otay's efforts in this regard including, at Otay's request, the relocation of, or changes to, the Facilities; provided that any alterations or relocation needed to accommodate the new carrier or utility shall be performed at the expense of Otay or the new carrier or utility.

12. Co-Location by Tenant - Subleasing/Encumbrance. Tenant shall not sub-lease or sub-license or otherwise encumber the Premises or any portion of the Facilities without Otay's prior written consent, which may be granted or denied at Otay's sole discretion. Any sub-lease or other encumbrance shall require an amendment to this Agreement and shall specify the terms and conditions, including making provision for rent and increases thereto for the sub-lease or other encumbrance.

13. Condition of the Property at Expiration or Termination. Upon the expiration or termination of this Agreement as herein provided, Tenant shall, holding Otay harmless for any cost or expense, surrender the Premises, and any Easements granted by Otay in connection with

this Agreement, to Otay in good and broom-clean condition, with all portions of the Facilities, including but not limited to equipment, supplies, buried conduits, and structures removed along with subterranean foundations to a depth of three feet below grade; or as otherwise agreed to by Otay in writing. All telecommunication traffic and all use of the Facilities and the Premises shall cease immediately upon the effective date of the written notice of termination or upon the expiration of the applicable term, whichever is earlier.

14. Interference. Tenant shall not use, nor shall Tenant permit any Tenant Party or sub-lessee to use any portion of the Premises in a manner which interferes with Otay's use of the Reservoir Site for its intended purpose including communications facilities relating to Otay's operation, now existing or hereafter installed. This limitation on Tenant's use does not apply to interference with communication facilities of a tenant of Otay whose use did not "pre-exist" this Agreement; except as to communications facilities agreed to by Tenant in connection with the co-location of any subsequent tenant's facilities. If Tenant's operation in any way interferes with Otay's communications facilities, Tenant will have five (5) business days from Tenant's receipt of written notice from Otay to correct the problem, except as to interference with Otay's telemetry radio equipment which must be corrected within one (1) business day after Tenant's receipt of written notice from Otay. Tenant acknowledges that interference that continues beyond the number of days specified in this Section may cause irreparable injury to Otay and, therefore, Otay has the right, without further liability, to declare an Event of Default under Section 17 or to seek injunctive or other equitable relief in the event that the alleged interference is with Otay's telemetry radio equipment. Additionally, if the alleged interference is with Otay's telemetry radio equipment and is not rectified to Otay's reasonable satisfaction within one (1) business day following Tenant's written notice of alleged interference, then thereafter, upon Otay's direction, Tenant shall immediately turn off the equipment (except for intermittent testing) which is alleged to be causing the interference so as not to impact Otay's operations until the alleged interference is cured to the reasonable satisfaction of Otay.

15. Taxes. During the term of this Agreement, Tenant shall pay before delinquency all taxes, assessments, license fees, and any other charge of any type whatsoever that are levied, assessed, charged, or imposed on or against Tenant's personal property installed or located in or on the leased premises and that become payable during the term of this Agreement.

16. Termination.

(a) This Agreement may be terminated by Tenant without further liability if:

(i) Tenant delivers to Otay 30-day written notice at any time prior to commencing any work at the Premises in connection with the installation of any Facilities, for any reason or no reason;

(ii) Tenant gives Otay sixty (60) days written notice of Tenant's determination that a governmental or non-governmental license, permit, consent, approval, easement or waiver necessary to enable Tenant to construct, install or operate the Facilities cannot be obtained or renewed at reasonable expense or in reasonable time period for wireless sites at water reservoirs in metropolitan areas within San Diego County. If this written notice is given, Tenant must immediately cease any and all transmissions through and from the Premises and shall promptly remove, within a period of time not to exceed ten (10) business days, any and all Tenant's personal property and improvements from the Property. This Agreement and any related easements shall automatically expire upon the earlier of removal of the Tenant's improvements or the 60th day from the written notice; excepting only Tenant's indemnities and liabilities

hereunder, including the obligation to pay Rent for any holdover period. Tenant agrees that Otay may, without any liability or recourse against Otay, commit to re-let the Premises to other parties immediately upon receipt of the written notice herein contemplated.

(iii) Tenant determines at any time after the Commencement Date that the Premises are not appropriate or suitable for its operations for economic, environmental or technological reasons, including without limitation, any ruling or directive of the FCC or other governmental or regulatory agency, or problems with signal strength or interference not encompassed by subsection (iv) below; provided that the right to terminate under this subsection (iii) is exercisable only upon payment by Tenant, as a termination fee, of the lesser of twelve monthly installments of rent or the balance of the rent due for the then current Initial Term, Extension Term or Additional Term, as applicable; and Tenant agrees that Otay may, without any liability or recourse against Otay, commit to re-let the Premises to other parties immediately upon receipt of the written notice herein contemplated;

(iv) Otay commits a default under this Agreement and fails to cure pursuant to Section 17, below;

(v) The Property or the Premises are totally or partially destroyed by fire or other casualty (not caused by Tenant) so as to hinder Tenant's normal operations and Otay does not provide to Tenant within thirty (30) days after the casualty occurs a suitable temporary relocation site for Tenant's facility pending repair and restoration of the Premises; or

(vi) If Tenant and Otay cannot reasonably agree on the location of a replacement Easement pursuant to Section 2 herein.

(b) This Agreement may be terminated by Otay without further liability if:

(i) Tenant commits a default under this Agreement and fails to cure such default pursuant to Section 17, below;

(ii) Otay determines that continuing the Agreement or continuing to allow the Tenant to construct, install, maintain or operate the Facilities in any way violates a law, rule or regulation; or

(iii) If Tenant and Otay cannot reasonably agree on the location of a replacement Easement pursuant to Section 2 herein.

17. Default.

a. *Event of Default.* The parties covenant and agree that a default or breach of this Agreement (an "Event of Default") shall occur and be deemed to exist if, after receipt of written notice and opportunity to cure as provided below:

(i) Tenant shall default in the payment of Rent, or any other amounts due Otay hereunder, and said default shall continue for thirty (10) days after Tenant's receipt of written notice from Otay that such Rent or other amount is past due, provided, however, if Tenant has been places in default in the payment of Rent more than three (3) times in any consecutive twelve (12) month period during the Term, then Tenant shall have only five (5) business days from Otay's receipt of written notice to cure the default in the payment of Rent; or

(ii) Either party shall default in the performance or observance of any other covenant or condition of this Agreement to be performed or observed if such failure persists for a period of thirty (30) days after the non-defaulting party provides written notice of the default to the defaulting party.

b. *Rights upon Default.* Upon the occurrence of an Event of Default, in addition to any other rights or remedies available to the non-defaulting party under any law, the non-defaulting party shall have the right to terminate the Agreement.

c. *Cure Rights.* An Event of Default shall not exist unless written notice has been given in accordance with this Agreement, and the defaulting party has had the opportunity to cure as provided herein. The defaulting party shall cure the alleged default within the manner provided herein; provided however, that if the nature of an alleged default is such that it cannot reasonably be cured within such thirty (30) day period, the defaulting party shall not be in breach of this Agreement if it diligently commences a cure within such period, and thereafter diligently proceeds with the actions necessary to complete such cure. Delay in curing a default will be excused if due to causes beyond the reasonable control of the defaulting party (Tenant or Otay, as the case may be).

18. Destruction of Premises or Property. If the Premises or the Property is destroyed or damaged in a manner that prevents their use for economic, environmental or technological reasons, Tenant may elect to terminate this Agreement as of the date of the damage or destruction by so notifying Otay no more than thirty (30) days following the date of destruction damage, provided Otay does not provide to Tenant, within such thirty (30) days period, a suitable temporary relocation site for the Facilities pending repair and restoration of the Premises and the Property, as determined in Tenant's sole discretion. If the Property or Otay's improvements thereon are destroyed, Otay may terminate this Agreement by providing Tenant up to sixty (60) days written notice, as reasonably prudent under the circumstances.

19. Condemnation. If the condemning authority takes all the Property or a portion which in Tenant's opinion is sufficient to render the Premises unsuitable for Tenant's use, then this Agreement shall terminate as of the date when possession is delivered to the condemning authority. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the award paid for the taking and Otay shall receive the full amount of such award except as provided herein. Tenant hereby expressly waives any right or claim to any portion of a condemnation award, except for relocation benefits and goodwill. All other damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Otay.

20. Insurance. Tenant shall maintain the following insurance:

a. Commercial general liability with limits of \$5,000,000 per occurrence and in the aggregate which may be satisfied by a primary policy with a limit of no less than \$2,000,000 and an umbrella policy of excess liability in the amount of no less than \$5,000,000;

b. Automobile liability with the combined single limit of \$1,000,000 per accident;

c. Worker's compensation, as required by law;

d. Employer's liability with limits of \$1,000,000 per occurrence.

Tenant shall include Otay as an additional insured as its interest may appear on each of the aforementioned liability insurance policies. Additional insured status shall: (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Otay, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of

the gross negligence of Otay, its employees, agents or independent contractors (iii) not exceed Tenant's indemnification obligation under this Agreement, if any. The policies shall state that they are primary and that any policies Otay maintains shall be non-contributory. Tenant shall provide Otay with written certificates of insurance evidencing such coverage. Said policies shall be with insurance companies with an A.M. Best rating of A- (minus), VII or better. Each policy limit herein shall be increased by Tenant, upon request by Otay, but not more frequently than one time in any consecutive sixty (60) month period to the amount Otay increases its policy limits for other contracts for similar properties in similar areas. Tenant shall provide Otay at least thirty (30) days advanced written notice of any cancellation or non renewal of any required coverage that is not replaced.

Otay takes no responsibility for the protection of Tenant's property from acts of vandalism by third parties.

Only Tenant, or any Affiliate of Tenant, may, in its sole discretion, self insure any of the required insurance under Section 20 (a) – (d) under the same terms as required by this Agreement.

In the event that Tenant, or any Affiliate of Tenant, elects to self-insure its obligation to include Otay as an additional insured, the following provisions apply: Otay shall (i) promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and (iii) fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

21. Indemnity. Tenant specifically agrees that it shall hold harmless, defend, indemnify and otherwise protect Otay and each Otay Party, from and against all claims, suits or actions of any kind and description relating to (a) Tenant's obligations under this Agreement and any amendment hereto or (b) Tenant or Tenant Parties use of, and access to, the Premises, the Facilities or the Property. These obligations extend to and include without limitation any and all costs and expenses (including attorneys fees and court costs) incurred by Otay or the Otay Parties in connection with (i) damage to property (including the Premises, the Property or any personal property of Otay or any third party), (ii) any action or proceeding (including an enforcement action or criminal proceeding) related in any way to any permit (governmental or otherwise), approval or easement obtained by or required of Tenant in connection with this Agreement or the Facilities; and (iii) personal injury or death, except to the extent that such claims, suits or actions directly arise from the gross negligence or willful misconduct of Otay or an Otay Party. This indemnification clause in no way limits any other specific indemnities given by Tenant under other provisions of this Agreement. Notwithstanding the preceding sentence, in the event that a Transfer (as defined in Section 23(a) below) by Tenant of this Agreement is made to any party that is not an Affiliate of Tenant, then Otay shall have the right to reasonably approve the legal counsel providing the defense pursuant to this Section 21, it being the understanding of Otay and Tenant that no approval of legal counsel is required by Otay only for so long as Tenant (New Cingular Wireless PCS, LLC) or any Affiliate of Tenant holds the rights in and to this Agreement.

Nothing contained herein shall prohibit Otay, in its sole discretion, from participating in the defense of any demand, claim, action, proceeding, or litigation. In no event shall Otay's participation in the defense of any demand claim, action, proceeding, or litigation affect the obligations imposed upon Tenant herein.

This and all other Tenant indemnities shall survive the termination of this Agreement and shall remain in effect for as long as the underlying claim or action remains viable.

22. Estoppel Certificate. Tenant shall, at any time and from time to time upon not less than thirty (30) days prior request by Otay, deliver to Otay a statement in writing certifying that (a) this Agreement is unmodified and in full force, or if there have been modifications, that the Agreement is in full force as modified and identifying the modifications; (b) the dates to which rent and other charges have been paid; (c) as far as the person making the certificate knows, Otay is or is not in default under any provisions of the Agreement; and (d) such other matters as Otay may reasonably request.

23. Assignment/Sublease.

(a) Tenant shall not sell, assign, or otherwise transfer (each a "Transfer") this Agreement in whole or in part without Otay's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that the consent of Otay shall not be required in the event of any Transfer to (i) any Affiliate of Tenant; and/or (ii) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. In the event of a Transfer pursuant to Section 23(a)(i) or Section 23(a)(ii) above, Tenant shall notify Otay of the Transfer and following Otay's receipt of such notification, Otay may request a copy of the assignment or other document evidencing the Transfer of Tenant's rights in this Agreement to its Affiliate or other permitted transferee as the case may be. Tenant shall provide such assignment or other document evidencing the Transfer (subject to redaction of confidential or proprietary information) within thirty (30) days following Tenant's receipt of Otay's written request for same.

(b) Tenant shall not sublease or license (each a "Sublease") the Premises in whole or in part without Otay's consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that the consent of Otay shall not be required solely in the event of any Sublease to any Affiliate of Tenant.

(c) For any Transfer requiring Otay's consent pursuant to Subsection 23(a) above, Tenant shall demonstrate to the reasonable satisfaction of Otay that the proposed assignee's legal, financial, and technical qualifications to assume all of the Tenant's duties and obligations herein, Consent to one assignment shall not be deemed consent to any subsequent assignment.

(d) Any attempted Transfer not permitted under Subsection 23(a) without Otay's prior consent, shall be voidable by Otay at Otay's option and, also at Otay's option, shall constitute an Event of Default under Section 17 of this Agreement.

(e) Any Transfer of this Agreement requiring the consent of Otay pursuant to Section 23(a) above shall require an executed "Assignment of Lease". A sample form of the "Assignment of Lease" is attached to this Agreement as Exhibit F which may be amended or modified in Otay's sole discretion.

(f) Any Sublease of the Premises requiring the consent of Otay pursuant to Section 23(b) above shall be pursuant to a sublease form reasonably satisfactory to Otay, and shall expressly provide that all rights of the subtenant are subject and subordinate to this Agreement.

(g) Any attempted Sublease not permitted under Subsection 23(b) without Otay's prior consent, shall be voidable ay Otay's option and, also at Otay's option, shall constitute an Event of Default under Section 17 of this Agreement.

(h) For purposes of this Agreement, the term "Affiliate" shall be defined to mean any person or entity that (directly or indirectly) Controls, is controlled by, or under common Control with, that party. "**Control**" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

24. Memorandum of Agreement. If requested by Tenant, Otay agrees to promptly execute and deliver to Tenant a recordable Memorandum of Agreement substantially in the form of Exhibit E.

25. Bankruptcy. Otay and the Tenant hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the term of this Lease, either party shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the Code), this Lease is and shall be treated as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

26. Choice of Law and Venue; Resolution of Disputes.

a. This Agreement shall be interpreted in accordance with the laws of the State of California, without regard to its conflict of laws principles.

b. Any disputes not subject to resolution via arbitration, shall be referred to a court of competent jurisdiction in San Diego County, California. It is the intent of the parties, however, that all controversies or claims arising out of or relating to this Agreement shall be resolved by submission to final and binding arbitration, in accordance with then current rules, at the offices of the American Arbitration Association ("AAA") located in San Diego, California.

27. Attorney's Fees. In the event that either party commences any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant, or condition of this Agreement, the party prevailing in said action or proceeding shall be entitled to recover, in addition to court or arbitration costs, reasonable attorneys' fees to be fixed by the court or arbitration official.

28. No Liability of Public Officials. No elected official, officer, employee, agent, or volunteer of Otay shall be personally liable for any default or liability whatsoever under this Agreement.

29. Public Document. Tenant acknowledges that this Agreement and all documents relating hereto are "public records" (as defined in Section 6252(e) of the California Government Code), except for any documents relating to Tenant's financial condition or otherwise exempt from such status pursuant to law, and that public records, with limited exemptions, are subject to public disclosure pursuant to the provisions of California Government Code, commencing with Section 6250.

30. Entire Agreement. This Agreement contains all agreements, promises and understandings between Otay and Tenant and no verbal or oral agreements, promises or understandings shall or will be binding upon either Otay or Tenant and any addition, variation or

modification to this Agreement shall be in effect unless made in writing and signed by the parties hereto.

31. Incorporation of Exhibits and Recitals. All exhibits and attachments attached to this Agreement and all Recitals above are incorporated and made a part hereof as if fully set forth herein.

32. Survival. Terms and conditions of this Agreement which by their sense and context survive the termination or expiration of this Lease Agreement will so survive.

33. Severability. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions shall remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

34. Waiver. Waiver of any provision or term of this Agreement, or of any breach or default hereunder, shall not constitute a waiver of any other term, condition, breach or default, or of a subsequent applicability of a term or condition, or a waiver of a subsequent breach or default, nor shall it constitute an amendment to the term, condition or provision that is waived.

35. Notice. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices shall be sent to the addresses set forth below:

OTAY: Otay Water District
 Attn: General Manager
 2554 Sweetwater Springs Boulevard
 Spring Valley, CA 91978-2096
 Fax: (619) 660-0829

TENANT: New Cingular Wireless PCS, LLC
 Attn : Network Real Estate Administration
 Re: Cell Site #: SS0627
 Cell Site Name: Jamul (CA)
 Fixed Asset No: 10068658
 12555 Cingular Way, Suite 1300
 Alpharetta, Georgia 30004

With a copy sent concurrently to Tenant's legal department, as follows:

If sent via certified or registered mail to:

New Cingular Wireless PCS, LLC
Attn : AT&T Legal Department
Re: Cell Site #: SS0627
Cell Site Name: Jamul (CA)
Fixed Asset No: 10068658
P.O. Box 97061
Redmond, WA 98073-9761

If sent via nationally recognized overnight courier to:
New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: SS0627
Cell Site Name: Jamul (CA)
Fixed Asset No: 10068658
16331 NE 72nd Way
Redmond, WA 98052-7827

Otay or Tenant may from time to time designate any other addressees and addresses and fax telephone numbers for notices or deliveries by written notice to the other party.

36. Corporate Authority. The persons executing this Agreement on behalf of the Tenant warrant that (i) Tenant is duly organized and legally existing, (ii) he/she/they are duly authorized to execute and deliver this Agreement on behalf of Tenant, (iii) by so executing this Agreement, Tenant is formally bound to the provisions hereof, and (iv) entering into this Agreement does not violate any provision of any other Agreement to which Tenant is bound.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 201___. This date is referred to as the Commencement Date in the Agreement.

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By:  _____

Name: JAMES JANSMA

Its: DIRECTOR CFE

Date: 5/6/13

OTAY WATER DISTRICT

By: _____

Name: _____

Its: _____

Date: _____

Approved as to Form

Otay's General Counsel

[Notary Acknowledgments Appear On Following Page]

OTAY ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

TENANT ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

State of California
County of San Diego)

On 5/6/13 before me, Michelle Thurman, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Michelle F (Seal)



EXHIBIT A
SPECIAL TERMS AND CONDITIONS ADDED TO
AGREEMENT BETWEEN NEW CINGULAR WIRELESS
PCS, LLC, A DELAWARE LIMITED LIABILITY
COMPANY AND OTAY WATER DISTRICT TO LOCATE
COMMUNICATION FACILITIES AT OTAY'S 1296 - 1, 2 &
3 RESERVOIR SITE, DATED _____, _____ (THE
"AGREEMENT")

If any terms or conditions set forth herein contradict terms or conditions of the Agreement to which this Exhibit is attached, as described above, the terms and conditions of this Exhibit shall control.

SPECIAL TERMS AND CONDITIONS

1. **Landscaping and Maintenance.** The installation, permitting, maintenance and upkeep, and all expenses or other obligations related thereto, in connection with any and all landscaping and irrigation systems mandated by the permitting agencies shall be the sole responsibility of the Tenant. Otay Water District makes no commitment for delivery of water to the Premises or Facilities, except if Tenant obtains a water meter for the Premises and pays for water use.

2. **Rent.** At Tenant's election, subject to prior written notice as set forth in the Agreement, Tenant may pay rent annually, in advance during each of the five-years of the Initial Term or during each of the five years in any Extension Term. Once the Initial Term or Extension Term, as applicable, has commenced, Tenant may not alter its election to pay monthly or annually.

3. **Tenant's Financing.** Notwithstanding anything to the contrary contained in this Agreement, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without prior notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof; provided that no such assignment shall become binding on Otay until written notification is given by Tenant to Otay as provided in the Agreement. A "financing entity" as used herein, does not include any entity which primary business is not that of banking, finance, lending or investing funds and does also does not include any entity whose primary business is the provision of telecommunications; or telecommunications site ownership; or telecommunications site management.

a. **Waiver of Otay's Lien.** With respect to any such financing entity, Otay waives any lien rights it may have concerning the Facilities, which is deemed Tenant's personal property and not fixtures attached to the Property and Tenant or, if appropriate, the financing entity has the right to remove the same at any time without Otay's consent; provided that Tenant's obligation to pay rent shall not terminate unless, upon removal of the Facilities, Otay elects to terminate the

Agreement in which case, Tenant shall pay Otay the termination fee specified in Section 16(iii) of the Agreement. The financing entity shall not have the right to operate the Facilities without Otay's prior written consent, which may be denied at Otay's discretion for any reason or no reason.

- b. **Collateral.** Tenant may enter into a financing arrangement including promissory notes and financial and security agreements for the financing of the Facilities ("Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Otay (i) consents to the installation of the Collateral in compliance with all requirements of the Agreement; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings; except as set forth in paragraph (a) above.
- c. **Disposition of Collateral.** Notwithstanding paragraphs a. and b., above, if Tenant fails to remove the Collateral, or any component thereof, within five (5) days of the termination of this Agreement, said failure shall constitute abandonment. If thereafter, Tenant or any holder of Collateral, lender or assignee, whether or not notification was provided to Otay, fails to claim and remove the same, within thirty (30) calendar days of the date of termination of this Agreement, Otay is hereby specifically authorized to remove and dispose of the Collateral, or any component thereof, so abandoned at Tenant's sole cost and expense and without incurring any liability to Tenant, or any lender or any other party with any interest in all or any part of the Collateral or the Agreement. Tenant shall pay Otay, upon demand, the termination fee specified in Section 16(iii) of the Agreement.
- d. **No privity or obligation.** Otay does not have privity with any financing entity and specifically disclaims any obligation to any such entity, including any obligation to provide copies of any notices of default or right to cure under the Agreement.

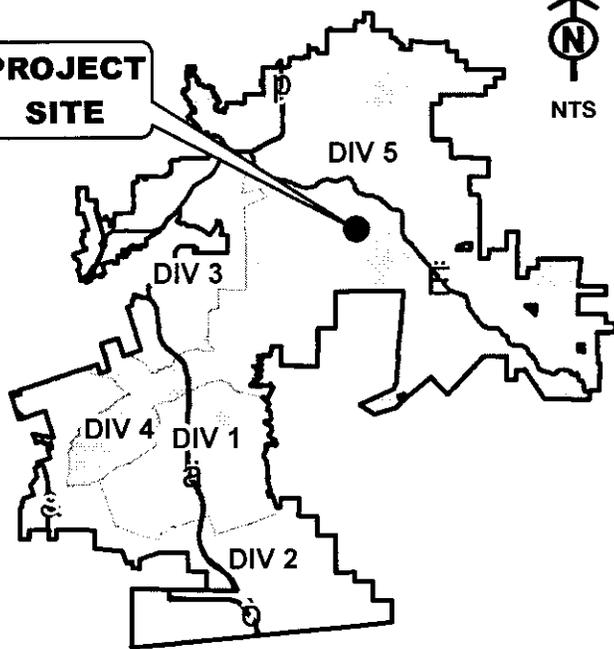
EXHIBIT B

**TO AGREEMENT BETWEEN NEW CINGULAR
WIRELESS PCS, LLC AND OTAY WATER DISTRICT TO
LOCATE COMMUNICATION FACILITIES AT OTAY'S
1296 - 1, 2 & 3 RESERVOIR SITE, DATED _____,
_____ (THE "AGREEMENT")**

List of Attachments to Exhibit B:

- ATTACHMENT A. DEPICTION OF RESERVOIR FACILITIES
- ATTACHMENT B. LEGAL DESCRIPTION OF THE PROPERTY
- ATTACHMENT C. LEGAL DESCRIPTION OF THE PREMISES

PROJECT SITE



VICINITY MAP



PROJECT SITE

1296-1 Reservoir

1296-2 Reservoir

1296-3 Reservoir

BEAR MOUNTAIN WAY

PIONEER WAY

PROCTOR VALLEY RD



OTAY WATER DISTRICT
CINGULAR WIRELESS PCS, LLC COMMUNICATIONS SITE
1296-1, 1296-2 AND 1296-3 RESERVOIR SITE

EXHIBIT B - ATTACHMENT A

EXHIBIT B

ATTACHMENT B LEGAL DESCRIPTION OF THE PROPERTY

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

Parcel 1:

That portion of Parcel 3 of Parcel Map No. 11418, in the County of San Diego, State of California, filed in the Office of the County Recorder of San Diego County, June 25, 1981 as File No. 81-199905 of Official Records, more particularly described as follows:

Commencing at the Southwest corner of Parcel Map No. 11418, filed in the Office of the County Recorder of San Diego County on April 7, 1977, said point also being the Southwest corner of Parcel 4 of said Parcel Map No. 11418;
Thence North $88^{\circ} 45' 23''$ East along the Southerly line of said Parcel 4, a distance of 411.02 feet;
Thence North $01^{\circ} 28' 00''$ West along the Westerly line of Parcel 3, a distance of 161.32 feet;
Thence South $88^{\circ} 32' 00''$ West, 55.00 feet to the beginning of a curve, concave Northerly and having a radius of 70 feet;
Thence Westerly along the arc of said curve through a central angle of $36^{\circ} 14' 19''$, a distance of 44.27 feet to the True Point of Beginning;
Thence leaving said curve North $22^{\circ} 21' 14''$ East, 30.00 feet;
Thence North $67^{\circ} 38' 46''$ West, 20.00 feet;
Thence South $22^{\circ} 21' 14''$ West 23.27 feet to a point on a curve, concave Southerly and having a radius of 85.00 feet;
Thence Easterly along said curve through a central angle $5^{\circ} 38' 01''$, a distance of 8.36 feet; to the beginning of previously described curve, concave Northerly and having a radius of 70.00 feet;
Thence Easterly along the arc of said curve through a central angle of $10^{\circ} 27' 08''$ a distance of 12.77 feet to the True Point of Beginning.

Parcel 2:

All that portion of the Northwest Quarter of the Northwest Quarter of Section 9, Township 17 South, Range 1 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to Official Plat thereof, described as follows:

Commencing at the West Quarter corner of said Section 9;
Thence Easterly along the East West centerline of said Section 9 North $88^{\circ} 42'$ East, 2021.20 feet;
Thence North $01^{\circ} 09' 30''$ East, 1379.06 feet;

EXHIBIT B

ATTACHMENT B LEGAL DESCRIPTION OF THE PROPERTY (continued)

Thence South $88^{\circ} 51' 00''$ West, 77.24 feet to the beginning of a tangent 200.00 foot radius curve, concave Northerly;
Thence Westerly along said curve 38.65 feet through an angle of $11^{\circ} 04' 24''$;
Thence tangent to said curve North $80^{\circ} 04' 36''$ West, 333.51 feet to the beginning of a tangent 250.00 foot radius curve, concave Southerly;
Thence Westerly along said curve 167.00 feet through a central angle of $38^{\circ} 16' 24''$;
Thence tangent to said curve South $61^{\circ} 39'$ West, 52.08 feet to the beginning of a tangent 125.00 foot radius curve, concave Northerly;
Thence Westerly along said curve 134.72 feet through an angle of $61^{\circ} 45'$;
Thence tangent to said curve North $56^{\circ} 36'$ West, 121.22 feet to the beginning of a tangent 125.00 foot radius curve, concave Southerly;
Thence Westerly along said curve 137.74 feet through an angle of $63^{\circ} 08'$;
Thence tangent to said curve South $60^{\circ} 16'$ West, 30.91 feet to the beginning of a tangent 200.00 foot radius curve, concave Southeasterly;
Thence Southwesterly along said curve 39.85 feet through an angle of $11^{\circ} 25'$;
Thence tangent to said curve South $48^{\circ} 51'$ West, 45.25 feet to the beginning of a tangent 125.00 foot radius curve, concave Northerly;
Thence Westerly along said curve 212.57 feet through an angle of $97^{\circ} 26'$ to the beginning of a reverse 130.14 foot radius curve concave Southwesterly;
Thence Northwesterly along said curve 131.17 feet through an angle of $57^{\circ} 45'$;
Thence tangent to said curve South $88^{\circ} 32'$ West, 41.72 feet to the True Point of Beginning;
Thence North $01^{\circ} 28'$ West, 53.68 feet;
Thence South $88^{\circ} 32'$ West, 275.00 feet;
Thence South $01^{\circ} 28'$ East, 200.00 feet;
Thence North $88^{\circ} 32'$ East, 275.00 feet;
Thence North $01^{\circ} 28'$ West, 146.32 feet to the True Point of Beginning.

Together with all that portion of Parcel 4 of Parcel Map No. 11418, in the County of San Diego, State of California, according to Map thereof filed in the Office of the County Recorder of San Diego County, June 25, 1981, described as follows:

Beginning at the Northwest corner of Parcel 4 of Parcel Map No. 11418 according to Map thereof filed in the Office of the County Recorder of San Diego County;
Thence North $88^{\circ} 43' 41''$ East, along the North line of said Parcel 4, 448.52 feet;
Thence leaving said North line South $1^{\circ} 16' 19''$ West, 216.55 feet to the Northerly line of the land described to Otay Municipal Water District in Deed recorded July 5, 1962 as File/Page No. 113885 of Official Records;
Thence along the North line of said Otay's land South $88^{\circ} 32' 00''$ West, 23.28 feet to the Northwest corner thereof
Thence along the West line and its Southerly prolongation thereof South $1^{\circ} 28' 00''$ East, 204.13 feet to the Southerly line of said Parcel 4 and the True Point of Beginning;
Thence retracing North $1^{\circ} 28' 00''$ West, 174.13 feet to a point on a 29.08 foot radius curve, concave Southerly a radial bears South $1^{\circ} 28' 00''$ East from said point;

EXHIBIT B

ATTACHMENT B LEGAL DESCRIPTION OF THE PROPERTY (continued)

Thence Westerly and Southwesterly along the arc of said curve, through a central angle of 75° 00' 00" a distance of 38.07 feet;
Thence tangent to said curve South 13° 32' 00" West, 63.04 feet to the beginning of a tangent 60.00 foot radius curve, concave Easterly;
Thence Southwesterly, Southerly and Southeasterly along the arc of said curve, through a central angle of 46° 38' 11" a distance of 48.84 feet to the beginning of a reverse curve, concave Southwesterly having a radius 84.38 feet;
Thence Southeasterly and Southerly along the arc of said curve, through a central angle of 31° 51' 34" a distance of 46.92 feet to the Southerly line of said Parcel 4;
Thence along said Southerly line North 88° 45' 23" East, 25.00 feet to the True Point of Beginning.

Excepting from the first above described land, that portion described as follows:

Beginning at the Northwest corner of the Otay Water District Land as described in Deed recorded July 5, 1962 as File/Page No. 113885 of Official Records;
Thence North 88° 32' 00" East along the Northerly line of said District Land a distance of 275.00 feet to the Northeast corner of said District Land;
Thence South 1° 28' 00" East along the Easterly line of said District Land a distance of 78.68 feet;
Thence departing from said Easterly line South 88° 32' 00" West a distance of 55.00 feet to a point on a 110.00 foot radius curve, concave Northeasterly;
Thence Northwesterly along the arc of said curve, through a central angle of 46° 41' 27" a distance of 89.64 feet to a point on a 45.00 foot radius reversing curve, concave Southwesterly;
Thence Northwesterly along said curve through a central angle of 46° 41' 27" a distance of 36.67 feet;
Thence tangent to said curve South 88° 32' 00" West a distance of 107.21 feet to a point on the Westerly line of said District Land;
Thence North 1° 28' 00" West along said Westerly line a distance of 30.00 feet to the point of beginning.

Parcel 3:

Parcel A:

Parcel 2 of Parcel Map No. 12607, in the County of San Diego, State of California, filed in the office of the County Recorder of San Diego County, March 10, 1983 as File No. 83-077103 of Official Records.

Parcel B:

An easement and right of way for road and utility purposes over, under, along and across the Southerly 20.00 feet of Parcel 2 and the Northerly 20.00 feet of Parcel 3 of Parcel Map No. 5672, in the County of San Diego, State of California, filed in the office of the County Recorder of San Diego County, March 10, 1977.

EXHIBIT B

ATTACHMENT B LEGAL DESCRIPTION OF THE PROPERTY (continued)

Parcel C:

An easement for road purposes over the Easterly 40 feet of that portion of the West Half of the Southeast Quarter of the Northwest Quarter of Section 9, Township 17 South, Range 1 East, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof, described as follows:

Commencing at the Northeast corner of the Southerly 440 feet of said West Half of the Southeast Quarter of the Northwest Quarter;

Thence along the Easterly line of said West Half North 0°06'00" East 605 feet to the true point of beginning;

Thence continuing North 0°06'00" East to the Northeast corner of said West Half;

Thence along the Northerly line of said West Half South 88°45'22" West to the Westerly line of the Easterly 633.52 feet of said West Half;

Thence along said Westerly line, South 0°06'00" West to a line that bears South 88°42'00" West from the true point of beginning;

Thence North 88°42'00" East to the true point of beginning.

Parcel D:

An easement for road purposes over the Easterly 40 feet of the Southerly 355.00 feet and an easement for road and utility purposes over the Northerly 20 feet of the Easterly 633.52 feet of the Southerly 355.00 feet of that portion of the West Half of the Southeast Quarter of the Northwest Quarter of Section 9, Township 17 South, Range 1 East, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof, lying Northerly of a line described as follows:

Commencing at the Northeast corner of the Southerly 440.00 feet of said West Half of the Southeast Quarter;

Thence along the Easterly line of said West Half North 00°06'00" East, 250.00 feet;

Thence parallel with the Southerly line of said Northwest Quarter of Section 9, South 88°42'00" West to the Westerly line of the Southeast Quarter of the Northwest Quarter of Section 9.

EXHIBIT B

ATTACHMENT B LEGAL DESCRIPTION OF THE PROPERTY (continued)

Parcel E:

An easement for road and utility purposes over the Easterly 20 feet measured between parallel lines, of the following described property; that portion of the South Half of the Northwest Quarter of Section 9, Township 17 South, Range 1 East, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof, described as follows:

Commencing at the Northeast corner of the Southerly 440.00 feet of the West Half of the Southeast Quarter of said Northwest Quarter;

Thence along the Easterly line of said West Half North 00°06'00" East 250.00 feet to the most Easterly corner of the land conveyed to Henry C. French, et ux, by deed recorded June 27, 1968 as Document No. 108539 of Official Records;

Thence South 88°42' West along the Southerly line of said land, 1073 feet, more or less, to the Northeast corner of the land conveyed to Henry C. French, et ux, by Deed recorded May 13, 1970 as Document No. 82351 of Official Records;

Thence Southerly along the Easterly line of said land to a point on the Northerly line of the Southerly 440 feet of the Northwest Quarter of said Section 9, being also a point on the Southerly line of the land conveyed to Donald G. Xaufman, et ux, by Deed recorded March 20, 1964 as Document No. 51107 of Official Records;

Thence Easterly along said Southerly line, being also the Northerly line of the said Southerly 440 feet to the point of beginning.

Parcel F:

An easement for road and utility purposes over the Easterly 40 feet of the Southerly 240 feet of the West Half of the Southeast Quarter of the Northwest Quarter of Section 9, Township 17 South, Range 1 East, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof.

Parcel G:

An easement for road and utility purposes over the Easterly 40 feet of the North 176.00 feet of the South 440.00 feet of the West Half of the Southeast Quarter of the Northwest Quarter of Section 9, Township 17 South, Range 1 East, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof.

EXHIBIT B

ATTACHMENT B LEGAL DESCRIPTION OF THE PROPERTY (continued)

Parcel H:

An easement and right of way for road purposes over, along and across those certain strips of land delineated and designated on Parcel 2 and Parcel 4 of Parcel Map No. 5784, in the County of San Diego, State of California, filed in the office of the County Recorder of San Diego County, April 7, 1977 as File No. 77-128290 of Official Records, as "Proposed 40 foot Private Road Easement" and "Proposed Private Road Easement."

Parcel I:

An easement and right of way for road and public utility purposes over, under, along and across a strip of land 40 feet in width, lying within the Northerly Quarter of the Northwest Quarter of Section 9, Township 17 South, Range 1 East, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof and said Parcel 4 of Parcel Map No. 5784; said 40.00 foot wide strip of land lying 15.00 feet Northerly, Northeasterly, Northwesterly and Westerly and lying 25.00 feet Southerly, Southwesterly, Southeasterly and Easterly of the following described line:

Beginning at the Northwest corner of said Parcel 4:

Thence North $88^{\circ}43'41''$ East, along the North line of said Parcel 4, 448.52 feet;

Thence leaving said North line South $1^{\circ}16'19''$ East, 216.55 feet to the Northerly line of land described to Otay Municipal Water District in Deed recorded July 5, 1962 as File No. 113885 of Official Records;

Thence along the North line of said Otay's land North $88^{\circ}32'00''$ East, 251.72 feet to the Northeast corner thereof;

Thence South $1^{\circ}28'00''$ East along the East line of said Otay's land, 53.68 feet to the true point of beginning of herein described line;

Thence south $88^{\circ}32'00''$ West, 55.00 feet to the beginning of a 85.00 foot radius curve, concave Northerly;

Thence Westerly and Northwesterly along the arc of said curve through a central angle of $46^{\circ}41'27''$ a distance of 69.27 feet to the beginning of a reverse curve through a central angle of $46^{\circ}41'27''$ a distance of 69.27 feet to the beginning of a reverse curve having a radius of 70.00 feet concave Southeasterly;

Thence Northwesterly and Westerly along the arc of said curve through a central angle of $46^{\circ}41'27''$ a distance of 57.04 feet;

Thence tangent to said curve South $88^{\circ}32'00''$ West, 107.21 feet to the beginning of a tangent 54.08 foot radius curve, concave Southerly;

EXHIBIT B

ATTACHMENT B LEGAL DESCRIPTION OF THE PROPERTY (continued)

Thence Westerly and Southwesterly along the arc of said curve through a central angle of 75°00'00" a distance of 70.79 feet;

Thence tangent to said curve South 13°32'00" West, 63.04 feet to the beginning of a tangent 85.00 foot radius curve, concave; Easterly thence Southwesterly, Southerly and Southeasterly along the arc of said curve through a central angle of 46°38'11" a distance of 69.19 feet to the beginning of a reverse curve having a radius of 59.38 feet concave Southwesterly;

Thence Southeasterly and Southerly along the arc of said curve through a central angle of 31°51'34" a distance of 33.02 feet to the Southerly line of said Parcel 4 and the end of herein described line.

The sidelines of said 40.00 foot wide strip are to be prolonged or shortened in the east on the Easterly line of said Otay's land and in the South on the Southerly line of said Parcel 4 of Parcel Map No. 5784.

Parcel J:

An easement for road and utility purposes over the Easterly 40 feet of the North 24 feet of the South 264 feet of the West Half of the Southeast Quarter of the Northwest Quarter of Section 9, Township 17 South, Range 1 East, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat therein.

Assessor's Parcel Number: **597-220-44 & 56; 597-221-43**

EXHIBIT B

**ATTACHMENT C
LEGAL DESCRIPTION OF THE PREMISES**

EXHIBIT "A"

PARCEL 1 - PROPOSED UTILITY EASEMENT

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, BEING A STRIP OF LAND 3.00 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF BEAR MOUNTAIN WAY, PRIVATE ROAD, AS SHOWN ON PARCEL MAP NO. 11418, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING THE WESTERLY TERMINUS OF THE COURSE SHOWN AS "S88°32'00"W, 41.72'" ON SAID PARCEL MAP, SAID BEAR MOUNTAIN WAY BEING 15.00 FEET NORTHERLY AND 25.00 FEET SOUTHERLY OF SAID CENTERLINE; THENCE SOUTH 81°55'46" WEST, 121.94 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 76°54'22" EAST, 12.15 FEET; THENCE SOUTH 82°52'02" EAST, 20.84 FEET; THENCE SOUTH 70°59'28" EAST, 28.24 FEET; THENCE SOUTH 42°15'27" EAST, 16.30 FEET; THENCE SOUTH 09°06'03" EAST, 17.17 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A".

THE SIDELINES OF SAID STRIP TO BE JOINED AT THE ANGLE POINTS, AND TO TERMINATE NORTHWESTERLY IN A RIGHT ANGLE, AND SOUTHERLY IN A LINE BEARING NORTH 87°32'27" EAST.

CONTAINS 284 SQ. FT., 0.007 ACRES

PARCEL 2 - PROPOSED LEASE AREA

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A", PREVIOUSLY DESCRIBED HEREON; THENCE NORTH 87°32'27" EAST, 4.84 FEET; THENCE SOUTH 02°27'33" EAST, 27.00 FEET; THENCE SOUTH 87°32'27" WEST, 10.00 FEET; THENCE NORTH 02°27'33" WEST, 2.82 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE CONTINUING NORTH 02°27'33" WEST, 10.72 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C"; THENCE CONTINUING NORTH 02°27'33" WEST, 11.46 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "D"; THENCE CONTINUING NORTH 02°27'33" WEST, 2.00 FEET; THENCE NORTH 87°32'27" EAST, 5.16 FEET TO THE POINT OF BEGINNING.

CONTAINS 270 SQ. FT., 0.006 ACRES

SHOWN ON EXHIBITS "B" AND "C", ATTACHED HERETO AND HEREBY MADE A PART.



THIS DOCUMENT, CONSISTING OF 8 SHEETS, WAS MADE BY ME OR UNDER MY DIRECTION.

SIGNED 
BERT HAZE, PLS 7211

4/25/13
DATE

1	REVISED PER ARCH	04/25/13	JA
1	ISSUED FOR REVIEW	04/15/11	JA
REV. #	DESCRIPTION	DATE	BY

LEGAL DESCRIPTION EXHIBIT SS-627-01 JAMUL WATER TANK 13635 BEAR MOUNTAIN WAY JAMUL, CA 91935	PREPARED FOR:  at&t	PREPARED BY: BERT HAZE AND ASSOCIATES LAND SURVEYING & MAPPING 3188 AIRWAY AVE., SUITE K-1 COSTA MESA, CALIFORNIA 92628 714 557-1567 OFFICE 714 557-1568 FAX	SHEET 1 OF 8 SHEETS DRAWN: 04/15/11 BY: JA CHECKED: CWW/BH L.N. 731.045
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EXHIBIT "A"

PARCEL 3 – PROPOSED COAX EASEMENT

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, AND A PORTION OF PARCEL 3 OF PARCEL MAP NO. 11418, AND A PORTION OF PARCEL 2 OF PARCEL MAP NO 12607, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A STRIP OF LAND 2.00 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "B", PREVIOUSLY DESCRIBED HEREON; THENCE SOUTH 12°09'43" WEST, 1.47 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 52.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, 57.80 FEET, THROUGH A CENTRAL ANGLE OF 63°40'54"; THENCE TANGENT TO SAID CURVE, SOUTH 75°50'37" WEST, 2.12 FEET; THENCE SOUTH 72°29'18" WEST, 12.31 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 4.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, 6.27 FEET, THROUGH A CENTRAL ANGLE OF 89°50'39"; THENCE TANGENT TO SAID CURVE, SOUTH 17°21'21" EAST, 19.96 FEET; THENCE SOUTH 07°41'16" EAST, 26.15 FEET; THENCE SOUTH 57°56'48" WEST, 12.87 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, 23.54 FEET, THROUGH A CENTRAL ANGLE OF 33°42'53"; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, 7.33 FEET, THROUGH A CENTRAL ANGLE OF 84°01'43" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 48.89 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, 62.49 FEET, THROUGH A CENTRAL ANGLE OF 73°14'08"; THENCE NORTH 67°50'57" WEST, 1.89 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "E".

THE SIDELINES OF SAID STRIP TO BE JOINED AT THE ANGLE POINTS, AND TO TERMINATE NORTHEASTERLY IN PARCEL 2, PREVIOUSLY DESCRIBED HEREON, AND SOUTHWESTERLY IN A CURVE HAVING A RADIUS OF 53.43 FEET, A RADIAL BEARING FROM SAID POINT BEARS NORTH 12°05'32" WEST.

CONTAINS 461 SQ. FT., 0.11 ACRES

PARCEL 4 – PROPOSED COAX EASEMENT

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, BEING A STRIP OF LAND 2.00 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "C", PREVIOUSLY DESCRIBED HEREON; THENCE NORTH 88°07'30" WEST, 2.75 FEET; THENCE NORTH 04°37'08" WEST, 6.40 FEET; THENCE SOUTH 80°52'41" WEST, 8.02 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "F".

THE SIDELINES OF SAID STRIP TO BE JOINED AT THE ANGLE POINTS, AND TO TERMINATE WESTERLY IN A NON-TANGENT CURVE HAVING A RADIUS OF 37.68 FEET, A RADIAL BEARING FROM SAID POINT BEARS SOUTH 79°58'58" WEST, AND TO TERMINATE SOUTHEASTERLY IN PARCEL 2, PREVIOUSLY DESCRIBED.

CONTAINS 31 SQ. FT., 0.001 ACRES

SHOWN ON EXHIBITS "C", "D" AND "E", ATTACHED HERETO AND HEREBY MADE A PART.



LEGAL DESCRIPTION EXHIBIT	PREPARED FOR:	PREPARED BY:	SHEET
SS-627-01 JAMUL WATER TANK		BERT HAZE AND ASSOCIATES LAND SURVEYING & MAPPING 3188 AIRWAY AVE., SUITE K-1 COSTA MESA, CALIFORNIA 92626 714 557-1567 OFFICE 714 557-1568 FAX	2 OF 8 SHEETS
13635 BEAR MOUNTAIN WAY JAMUL, CA 91935			DRAWN: 04/15/11 BY: JA CHECKED: CWW/BH JN. 731.045

EXHIBIT "A"

PARCEL 5 – PROPOSED COAX EASEMENT

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, BEING A STRIP OF LAND 2.00 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "D", PREVIOUSLY DESCRIBED HEREON, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 45.48 FEET, A RADIAL BEARING FROM SAID POINT BEARS SOUTH 73°38'01" WEST; THENCE NORTHWESTERLY AND WESTERLY ALONG SAID CURVE, 80.59 FEET, THROUGH A CENTRAL ANGLE OF 101°31'43"; THENCE SOUTH 23°04'38" EAST, 6.01 FEET TO A POINT HERERINAFTER REFERRED TO AS POINT "G".

THE SIDELINES OF SAID STRIP TO BE JOINED AT THE ANGLE POINTS, AND TO TERMINATE WESTERLY IN A NON-TANGENT CURVE HAVING A RADIUS OF 37.68 FEET, A RADIAL BEARING FROM SAID POINT BEARS SOUTH 23°04'38" EAST, AND TO TERMINATE SOUTHEASTERLY IN PARCEL 2, PREVIOUSLY DESCRIBED.

CONTAINS 174 SQ. FT., 0.004 ACRES

PARCEL 6 – PROPOSED SECTOR C ANTENNA AREA

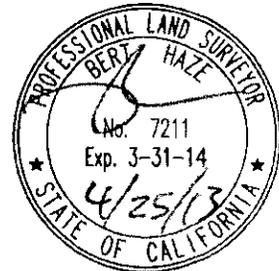
A PORTION OF PARCEL 2, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, OF PARCEL MAP NO 12607, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A STRIP OF LAND 2.00 FEET WIDE, LYING 0.50 FEET NORTHERLY AND 1.50 FEET SOUTHERLY OF THE LINE DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "E", PREVIOUSLY DESCRIBED HEREON; BEING A POINT ON THE FACE OF AN EXISTING WATER TANK, HAVING A MEASURED RADIUS OF 53.43 FEET, A RADIAL BEARING TO THE CALCULATED CENTER OF SAID TANK BEARS NORTH 12°05'32" WEST; THENCE WESTERLY ALONG THE FACE OF SAID TANK, ALONG SAID CURVE HAVING A RADIUS OF 53.43 FEET, 6.89 FEET, THROUGH A CENTRAL ANGLE OF 7°22'37" TO THE TRUE POINT OF BEGINNING; THENCE RETRACING, NORTHEASTERLY ALONG SAID 53.43 FOOT RADIUS CURVE, 14.94 FEET, THROUGH A CENTRAL ANGLE OF 16°01'27".

THE SIDELINES OF SAID STRIP TO TERMINATE RADIALY TO SAID 53.43 FOOT RADIUS CURVE.

CONTAINS 30 SQ. FT., 0.001 ACRES

SHOWN ON EXHIBITS "C", "D" AND "E", ATTACHED HERETO AND HEREBY MADE A PART.



LEGAL DESCRIPTION EXHIBIT SS-627-01 JAMUL WATER TANK 13635 BEAR MOUNTAIN WAY JAMUL, CA 91935	PREPARED FOR: 	PREPARED BY: BERT HAZE AND ASSOCIATES LAND SURVEYING & MAPPING 3188 AIRWAY AVE., SUITE K-1 COSTA MESA, CALIFORNIA 92626 714 557-1567 OFFICE 714 557-1568 FAX	SHEET 3 OF 8 SHEETS DRAWN: 04/15/11 BY: JA CHECKED: CWW/BH JN. 731.045
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EXHIBIT "A"

PARCEL 7 – PROPOSED SECTOR B ANTENNA AREA

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, BEING A STRIP OF LAND 2.50 FEET WIDE, LYING 0.50 FEET WESTERLY AND 2.00 FEET EASTERLY OF THE LINE DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "F", PREVIOUSLY DESCRIBED HEREON, BEING A POINT ON THE FACE OF AN EXISTING WATER TANK, CONCAVE WESTERLY, HAVING A MEASURED RADIUS OF 37.68 FEET, A RADIAL BEARING TO THE CALCULATED CENTER OF SAID TANK BEARS SOUTH 79°58'58" WEST; THENCE SOUTHERLY ALONG THE FACE OF SAID TANK, ALONG SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 37.68 FEET, 7.00 FEET, THROUGH A CENTRAL ANGLE OF 10°38'39" TO THE TRUE POINT OF BEGINNING; THENCE RETRACING NORTHERLY ALONG SAID CURVE, 14.00 FEET, THROUGH A CENTRAL ANGLE OF 21°17'18".

THE SIDELINES OF SAID STRIP TO TERMINATE RADIALLY TO SAID 37.68 FOOT RADIUS CURVE.

CONTAINS 36 SQ. FT., 0.001 ACRES

PARCEL 8 – PROPOSED SECTOR A ANTENNA AREA

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, BEING A STRIP OF LAND 2.50 FEET WIDE, LYING 0.50 FEET SOUTHEASTERLY AND 2.00 FEET NORTHWESTERLY OF THE LINE DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "G", PREVIOUSLY DESCRIBED HEREON, BEING A POINT ON THE FACE OF AN EXISTING WATER TANK, CONCAVE SOUTHEASTERLY, HAVING A MEASURED RADIUS OF 37.68 FEET, A RADIAL BEARING TO THE CALCULATED CENTER OF SAID TANK BEARS SOUTH 23°04'38" EAST; THENCE SOUTHWESTERLY ALONG THE FACE OF SAID TANK, ALONG SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 37.68 FEET, 9.00 FEET, THROUGH A CENTRAL ANGLE OF 13°41'19" TO THE TRUE POINT OF BEGINNING; THENCE RETRACING NORTHEASTERLY ALONG SAID CURVE, 14.00 FEET, THROUGH A CENTRAL ANGLE OF 21°17'18".

THE SIDELINES OF SAID STRIP TO TERMINATE RADIALLY TO SAID 37.68 FOOT RADIUS CURVE.

CONTAINS 36 SQ. FT., 0.001 ACRES

SHOWN ON EXHIBIT "D", ATTACHED HERETO AND HEREBY MADE A PART.



LEGAL DESCRIPTION EXHIBIT	PREPARED FOR:	PREPARED BY:	SHEET
SS-627-01 JAMUL WATER TANK	 at&t	BERT HAZE AND ASSOCIATES LAND SURVEYING & MAPPING 3188 AIRWAY AVE., SUITE K-1 COSTA MESA, CALIFORNIA 92626 714 557-1567 OFFICE 714 557-1568 FAX	4 OF 8 SHEETS
13635 BEAR MOUNTAIN WAY JAMUL, CA 91935			DRAWN: 04/15/11 BY: JA CHECKED: CWW/BH JN. 731.045

EXHIBIT "B"

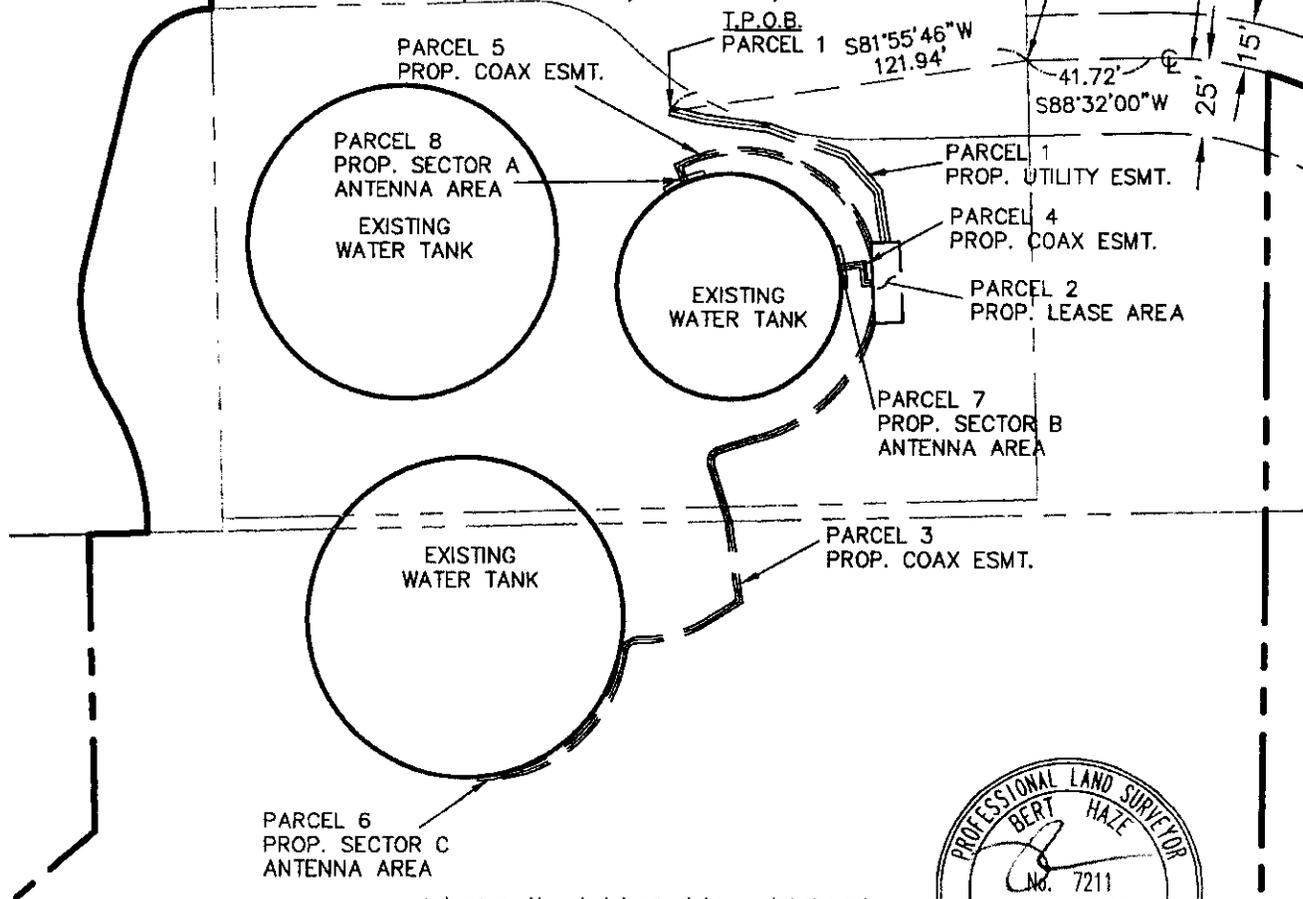
PARCEL MAP NO. 11418

PARCEL 3

(PRIVATE ROAD)
BEAR MOUNTAIN WAY

SCALE: 1" = 60'

POR. N. W. 1/4 OF THE N. W. 1/4
SECTION 9, T. 17 S., R. 1 E., S. B. M.



PARCEL MAP NO. 12607
PARCEL 2



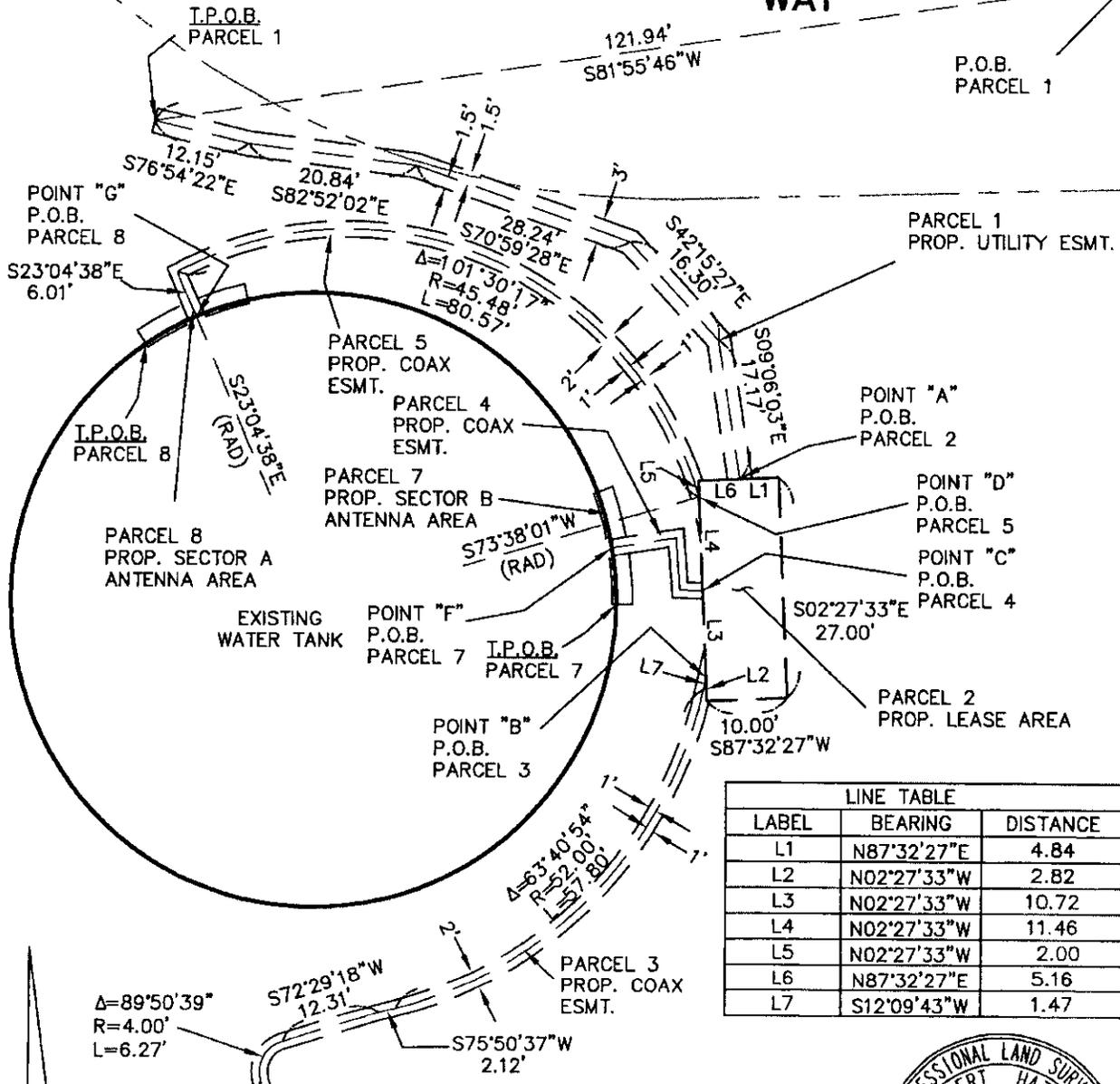
BASIS OF BEARINGS:

THE CENTERLINE OF BEAR MOUNTAIN WAY (PRIVATE ROAD) BEING NORTH 88°32'00" EAST PER PARCEL MAP NO. 11418, RECORDS OF SAN DIEGO COUNTY.

LEGAL DESCRIPTION EXHIBIT	PREPARED FOR:	PREPARED BY:	SHEET
SS-627-01 JAMUL WATER TANK	 at&t	BERT HAZE AND ASSOCIATES LAND SURVEYING & MAPPING 3188 AIRWAY AVE., SUITE K-1 COSTA MESA, CALIFORNIA 92626 714 557-1567 OFFICE 714 557-1568 FAX	5 OF 8 SHEETS
13635 BEAR MOUNTAIN WAY JAMUL, CA 91935			DRAWN: 04/15/11 BY: JA CHECKED: CWW/BH JN. 731.045

EXHIBIT "C"

(PRIVATE ROAD)
BEAR MOUNTAIN WAY



LINE TABLE		
LABEL	BEARING	DISTANCE
L1	N87°32'27"E	4.84
L2	N02°27'33"W	2.82
L3	N02°27'33"W	10.72
L4	N02°27'33"W	11.46
L5	N02°27'33"W	2.00
L6	N87°32'27"E	5.16
L7	S12°09'43"W	1.47

SEE EXHIBIT "D"



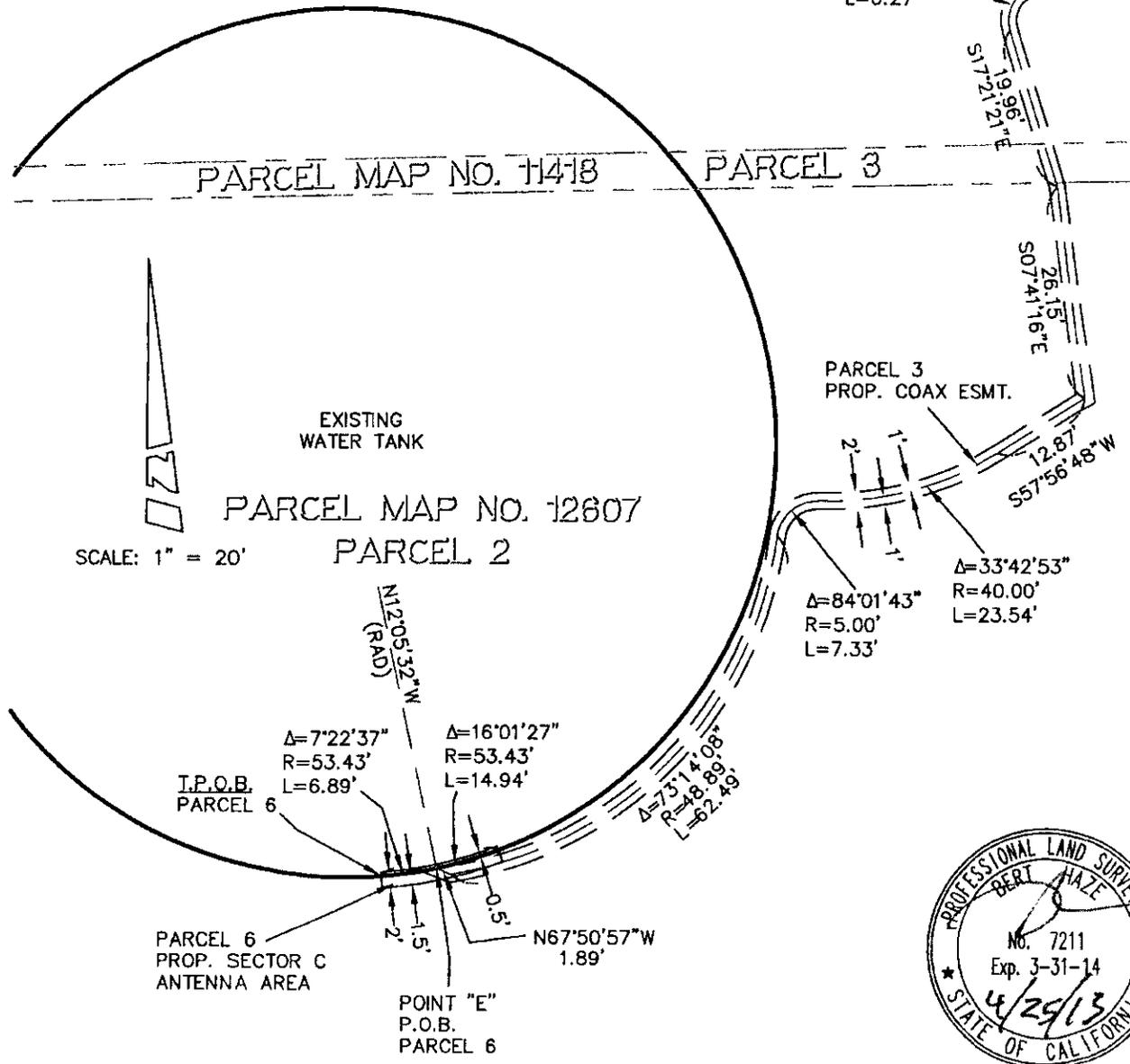
SCALE: 1" = 20'

LEGAL DESCRIPTION EXHIBIT	PREPARED FOR:	PREPARED BY:	SHEET
SS-627-01 JAMUL WATER TANK		BERT HAZE AND ASSOCIATES LAND SURVEYING & MAPPING 3188 AIRWAY AVE., SUITE K-1 COSTA MESA, CALIFORNIA 92626 714 557-1567 OFFICE 714 557-1568 FAX	6 OF 8 SHEETS
13635 BEAR MOUNTAIN WAY JAMUL, CA 91935			DRAWN: 04/15/11 BY: JA CHECKED: CWW/BH JN. 731.045

EXHIBIT "D"

POR. N. W. 1/4 OF THE N. W. 1/4
SECTION 9, T. 17 S., R. 1 E., S. B. M.

SEE EXHIBIT "C"



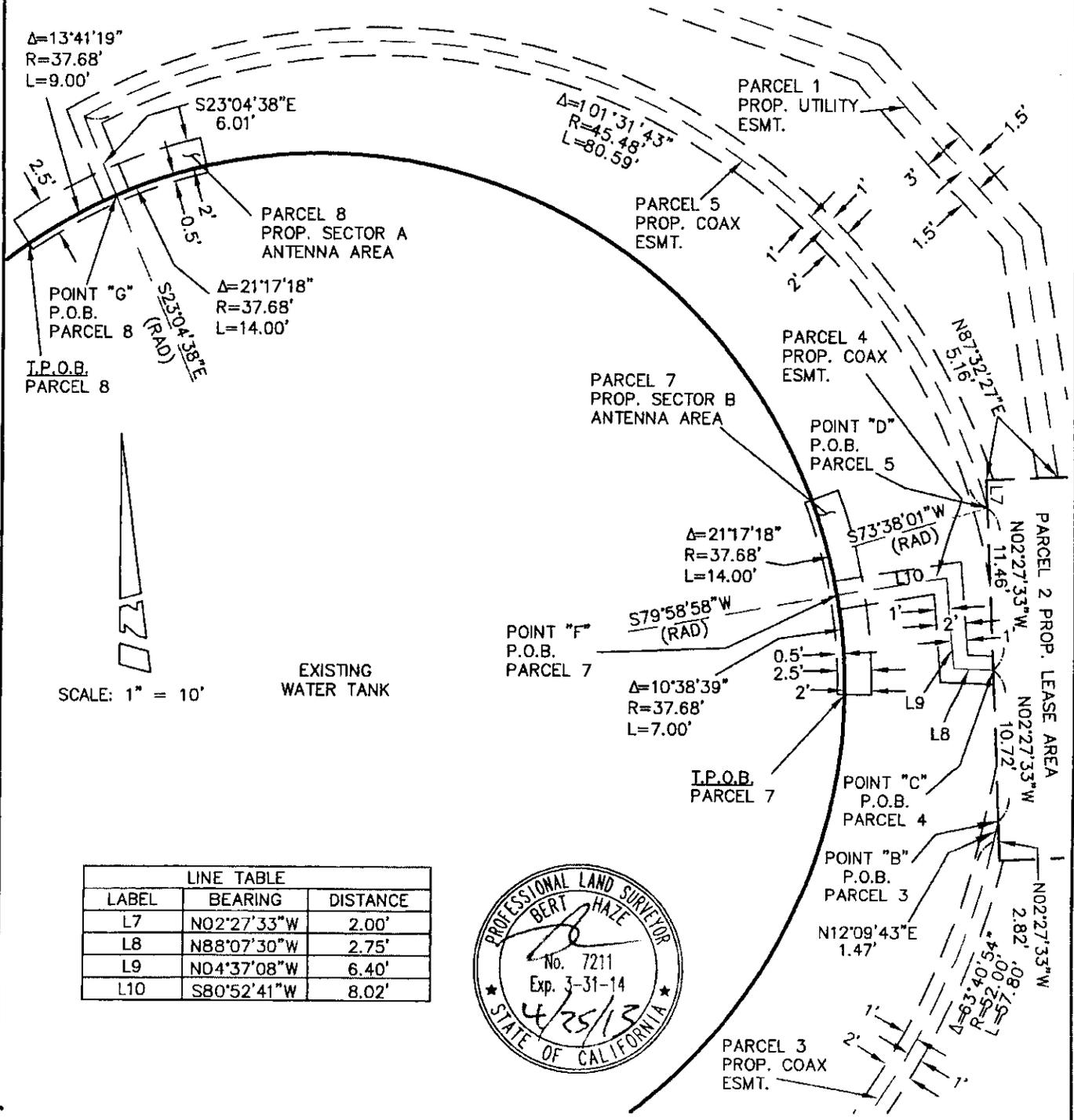
LEGAL DESCRIPTION EXHIBIT
SS-627-01
JAMUL WATER TANK
13635 BEAR MOUNTAIN WAY
JAMUL, CA 91935

PREPARED FOR:
 **at&t**

PREPARED BY:
BERT HAZE
AND ASSOCIATES
LAND SURVEYING & MAPPING
3188 AIRWAY AVE., SUITE K-1
COSTA MESA, CALIFORNIA 92626
714 557-1567 OFFICE
714 557-1568 FAX

SHEET
7
OF 8 SHEETS
DRAWN: 04/15/11
BY: JA
CHECKED: CWW/BH
JN. 731.045

EXHIBIT "E"



LINE TABLE		
LABEL	BEARING	DISTANCE
L7	N02°27'33"W	2.00'
L8	N88°07'30"W	2.75'
L9	N04°37'08"W	6.40'
L10	S80°52'41"W	8.02'



LEGAL DESCRIPTION EXHIBIT
SS-627-01
JAMUL WATER TANK
 13635 BEAR MOUNTAIN WAY
 JAMUL, CA 91935

PREPARED FOR:

PREPARED BY:
BERT HAZE
 AND ASSOCIATES
 LAND SURVEYING & MAPPING
 3188 AIRWAY AVE., SUITE K-1
 COSTA MESA, CALIFORNIA 92826
 714 557-1567 OFFICE
 714 557-1568 FAX

SHEET
 8
 OF 8 SHEETS
 DRAWN: 04/15/11
 BY: JA
 CHECKED: CWV/BH
 JN. 731.045

EXHIBIT C

TO AGREEMENT BETWEEN NEW CINGULAR WIRELESS PCS, LLC AND OTAY WATER DISTRICT TO LOCATE COMMUNICATION FACILITIES AT OTAY'S 1296 - 1, 2 & 3, DATED _____, _____ (THE "AGREEMENT")

DEPICTION AND LEGAL DESCRIPTION OF EASEMENT

Easement Requested? Yes No
Easement Granted? Yes No

If Easement granted, complete the following information (if recording requested, format appropriately and attach copy of instrument of record):

For good and valuable consideration, receipt of which is hereby acknowledged, the Otay Water District, as Grantor, hereby grants to _____, a [_____] [corporation] [limited liability company]], as Tenant, an Easement to excavate, remove dirt and do any act necessary to install, operate and maintain power lines and connection lines as required in connection with the communications facilities and the antenna to be located on the Premises. The legal description of the land subject to the Easement is as follows:

[Insert Description][See Attachment A]

A drawing depicting the Easement is attached hereto as **Attachment []**. Tenant may not sell, transfer or assign the Easement herein granted to Tenant. Tenant's rights under the Easement are specifically limited to the installation, maintenance and operation of such power lines, transmission lines and other communications lines and accessories as required to efficiently operate Tenant's communication facilities on the Premises as previously approved by Grantor. Following initial installation, Tenant shall not have a right to trench or excavate to repair, modify or replace any approved items without Grantor's prior written consent.

The Easement shall **automatically terminate** on the earlier of **thirty (30) years** from the date hereof **or the day the Agreement is terminated for any reason**. On such date, the Easement shall become unenforceable and, for all purposes, terminate, whether or not a termination or quitclaim is recorded.

Grantor reserves the right to use the lands that are subject to the Easement in any manner and for any purpose that does not materially interfere with Tenant's use thereof.

Grantor retains the right to remove, at Tenant's expense, from the surface of the Easement any item, structure improvement or portion thereof that interferes or conflicts with Grantor's use of the Property.

Tenant shall defend, indemnify and hold Grantor and its elected and appointed officials, officers, agents, employees, and volunteers free and harmless from and against any and all losses, claims, liabilities, damages, actions, causes of action, costs and expenses including attorney's fees and costs of court, and injuries, including personal injuries or death (collectively or individually, "Losses") arising out of or in connection with Tenant's access to, installation, occupation, use, operation, maintenance or repair of its Facilities at the Premises, except Losses directly resulting from the willful act or misconduct of Grantor. This indemnity provision shall survive the expiration, cancellation or expiration of this Easement.

EXHIBIT D

**TO AGREEMENT BETWEEN NEW CINGULAR
WIRELESS PCS, LLC AND OTAY WATER DISTRICT TO
LOCATE COMMUNICATION FACILITIES AT OTAY'S
1296 - 1, 2 & 3 , DATED _____, 201__ (THE
"AGREEMENT")**

List of Attachments to Exhibit D:

Attachment A. Depiction of the Telecommunication Facilities

Attachment B. Permits

EXHIBIT D

**ATTACHMENT A
DEPICTION OF THE TELECOMMUNICATION FACILITIES**

Cumulative Change

Project #	Approved Square Footage	Description	Percentage Change
PDS2008-3300-08-009	N/A	Unmanned telecommunications facility consisting of twelve panel antennas, 24 façade mounted TMA's, four outdoor equipment enclosure, and one GPS antenna.	Baseline
PDS2009-3301-08-009	N/A	Relocate four panel antennas from the eastern water tank to a newly built third tank to the south.	0.5%
PDS2013-MUP-08-009M ²	N/A	1) remove 24 previously approved TMAs and install one RRU per antenna for a total of 12 on the façade of the existing water tanks below the previously approved antennas, 2) install two surge suppressors per sector mounted below the antennas, 3) replace the four previously approved outdoor equipment cabinets with four new RBS6301 cabinets, and 4) add two power cabinets inside the equipment enclosure.	2.5%
Net Change	N/A		3.0%



SS-627-01
JAMUL WATER TANK

13635 BEAR MOUNTAIN WAY
JAMUL, CA 91935

GENERAL NOTES:

- 1. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED.
- 2. ALL DIMENSIONS SHALL BE TO FACE UNLESS NOTED OTHERWISE.
- 3. ALL DIMENSIONS SHALL BE TO FACE UNLESS NOTED OTHERWISE.
- 4. ALL DIMENSIONS SHALL BE TO FACE UNLESS NOTED OTHERWISE.

VICINITY MAP

LEGEND:

- 1. EXISTING
- 2. PROPOSED
- 3. REMOVED
- 4. TO BE DEMOLISHED
- 5. TO BE CONSTRUCTED
- 6. TO BE RECONSTRUCTED
- 7. TO BE REPAIRED
- 8. TO BE MAINTAINED
- 9. TO BE PRESERVED
- 10. TO BE PROTECTED
- 11. TO BE RESTORED
- 12. TO BE REPLACED
- 13. TO BE REFINISHED
- 14. TO BE REFINISHED
- 15. TO BE REFINISHED
- 16. TO BE REFINISHED
- 17. TO BE REFINISHED
- 18. TO BE REFINISHED
- 19. TO BE REFINISHED
- 20. TO BE REFINISHED

PROJECT INFORMATION:

PROJECT NO: SS-627-01
SHEET NO: T01
DATE: 01-31-13

CONTRACTS:

NO.	DATE	DESCRIPTION
1	01-31-13	SS-627-01

CUMULATIVE CHANGE TABLE:

NO.	DATE	DESCRIPTION
1	01-31-13	SS-627-01

APPROVALS:

NO.	DATE	NAME	TITLE
1	01-31-13	Pamela Hanger	Planning Manager

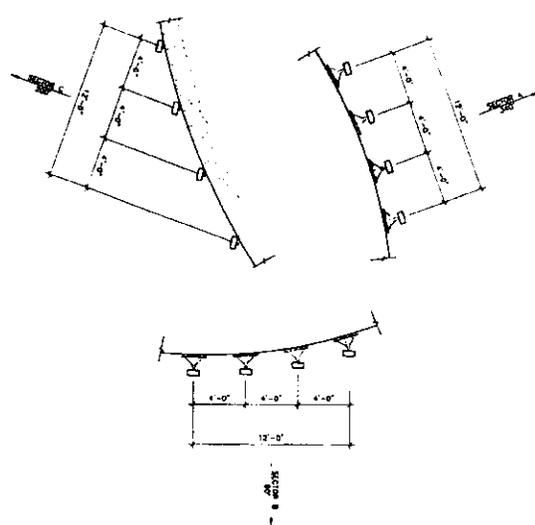
Project # 2013-14-08-009M² incl 8 sheets
 was approved on February 7, 2013 by
 The Director of Planning & Development Services
 The Zoning Administrator
 The San Diego County Planning Commission
 The San Diego County Board of Supervisors

By: *Pamela Hanger*
 Name: Pamela Hanger
 Title: Planning Manager

SDC PDS RCVD 01-31-13
MUP08-009M2

- GENERAL NOTES
1. ANTENNA INSTALLATION CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR, AND SUPPLIES FOR THE ANTENNA SYSTEMS AND COAXIAL CABLES.
 2. THE ANTENNA SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE ANTENNA SCHEDULE AND THE ANTENNA SCHEMATIC.
 3. THE ANTENNA SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE ANTENNA SCHEDULE AND THE ANTENNA SCHEMATIC.
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- GENERAL ANTENNA AND CABLE NOTES
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 10. THE ANTENNA SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE ANTENNA SCHEDULE AND THE ANTENNA SCHEMATIC.

ANTENNA SCHEMATIC



SECTION	DIRECTION	MODEL NUMBER	DOWNLINE	ANGLE	SERIAL NUMBER	CONDUIT	NUMBER	COAX
A1	NORTH	KATHREN 800 10785	180	N/A		112	6"	1/8"
A2	NORTH	KATHREN 800 10785	180	N/A		112	6"	1/8"
A3	NORTH	KATHREN 800 10785	180	N/A		112	6"	1/8"
B1	SOUTH	KATHREN 800 10785	180	N/A		270	6"	1/8"
B2	SOUTH	KATHREN 800 10785	180	N/A		270	6"	1/8"
B3	SOUTH	KATHREN 800 10785	180	N/A		270	6"	1/8"
B4	SOUTH	KATHREN 800 10785	180	N/A		270	6"	1/8"
C1	EAST	KATHREN 800 10785	180	N/A		36"	6"	1/8"
C2	EAST	KATHREN 800 10785	180	N/A		36"	6"	1/8"
C3	EAST	KATHREN 800 10785	180	N/A		36"	6"	1/8"
C4	EAST	KATHREN 800 10785	180	N/A		36"	6"	1/8"

NOTE: ANTENNA AND COAXIAL CABLES SHALL BE INSTALLED IN ACCORDANCE WITH THE ANTENNA SCHEDULE AND THE ANTENNA SCHEMATIC.

at&t

SS-627-01
JAMUL WATER TANK

da

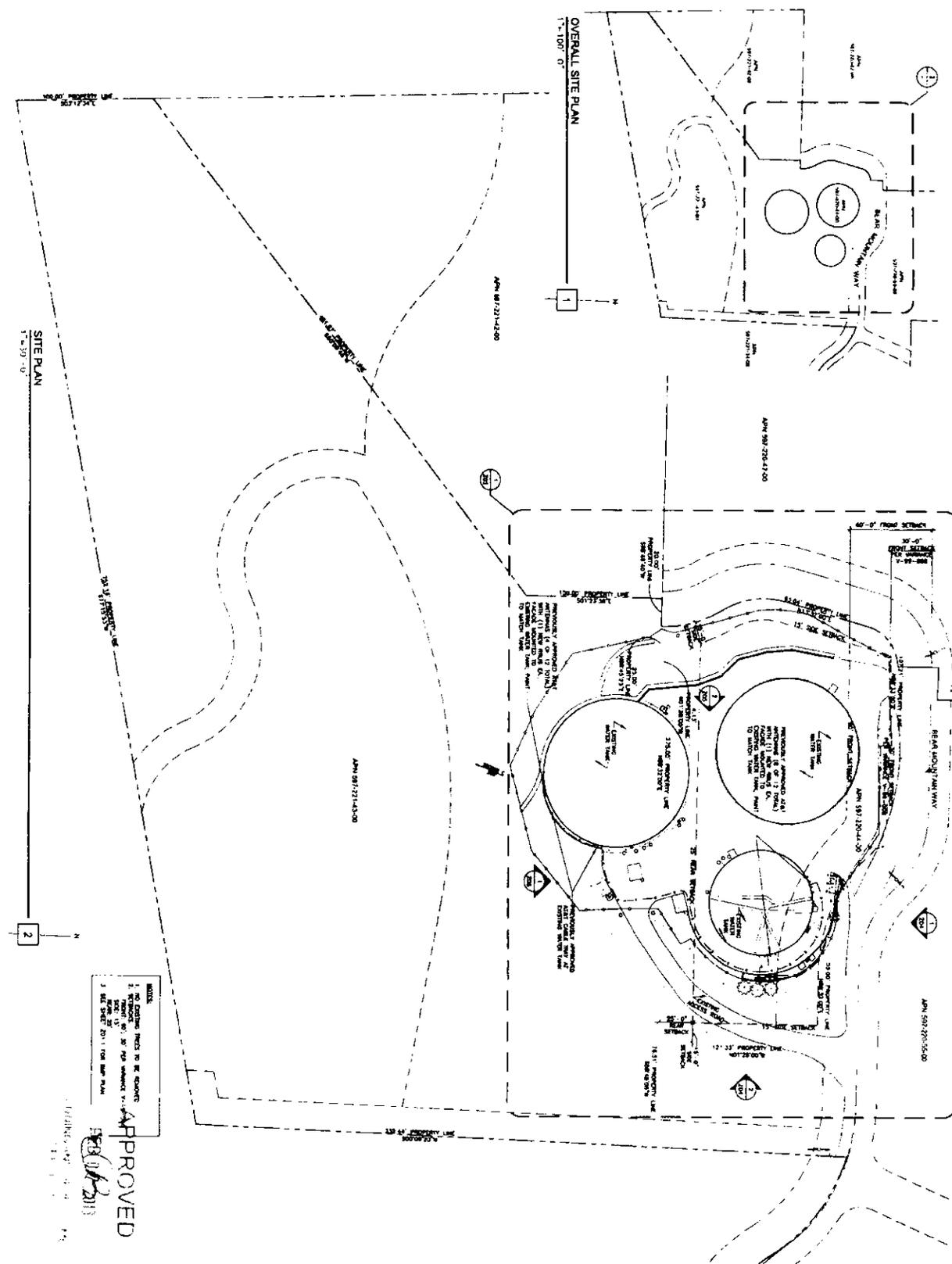
DAVID A. BROWN ARCHITECTS
ARCHITECTURE - GRAPHICS

300 PINE AVENUE SUITE 100 SAN DIEGO, CA 92101
619 294 4100

APPROVE

T02

ANTENNA SCHEMATIC
COAX SCHEDULE



- NOTES:**
- NO CHANGES PERMITTED TO BE MADE.
 - REVISIONS TO BE MADE BY THE ARCHITECT.
 - SEE SHEET 201.1 FOR SITE PLAN.

APPROVED

[Signature]

DATE: 11/11/11

SITE PLAN

1:250' = 1"

2

2011.11.11

Z01

SITE PLAN

NO.	DATE	DESCRIPTION
1	11-11-11	ISSUED FOR PERMITS
2	11-11-11	ISSUED FOR PERMITS
3	11-11-11	ISSUED FOR PERMITS
4	11-11-11	ISSUED FOR PERMITS
5	11-11-11	ISSUED FOR PERMITS
6	11-11-11	ISSUED FOR PERMITS
7	11-11-11	ISSUED FOR PERMITS
8	11-11-11	ISSUED FOR PERMITS
9	11-11-11	ISSUED FOR PERMITS
10	11-11-11	ISSUED FOR PERMITS
11	11-11-11	ISSUED FOR PERMITS
12	11-11-11	ISSUED FOR PERMITS
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16	11-11-11	ISSUED FOR PERMITS
17	11-11-11	ISSUED FOR PERMITS
18	11-11-11	ISSUED FOR PERMITS
19	11-11-11	ISSUED FOR PERMITS
20	11-11-11	ISSUED FOR PERMITS

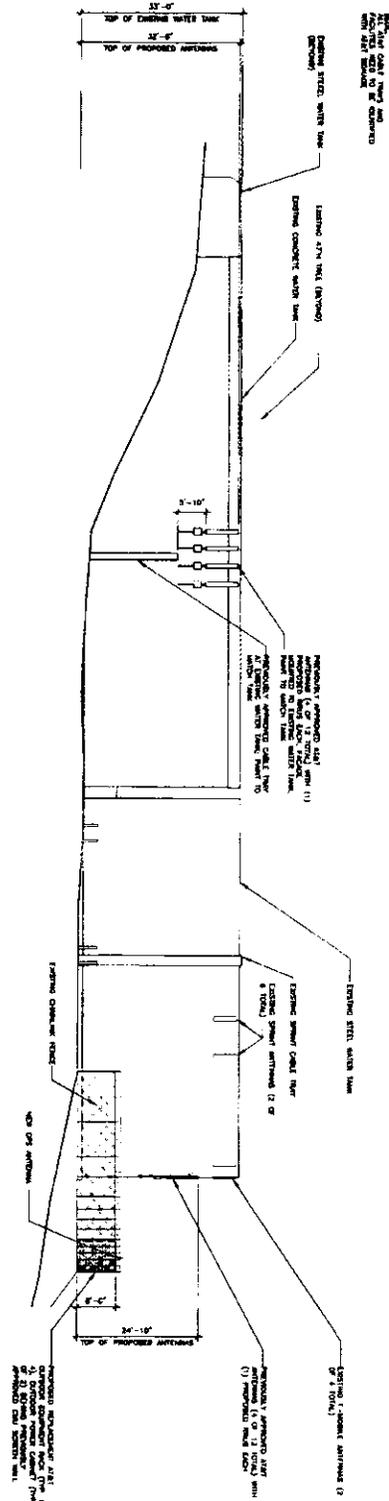
atat

SS-627-01
JAMUL WATER TANK
 1325 BOB HOUSTON BLVD JAMUL, CA 91205

da

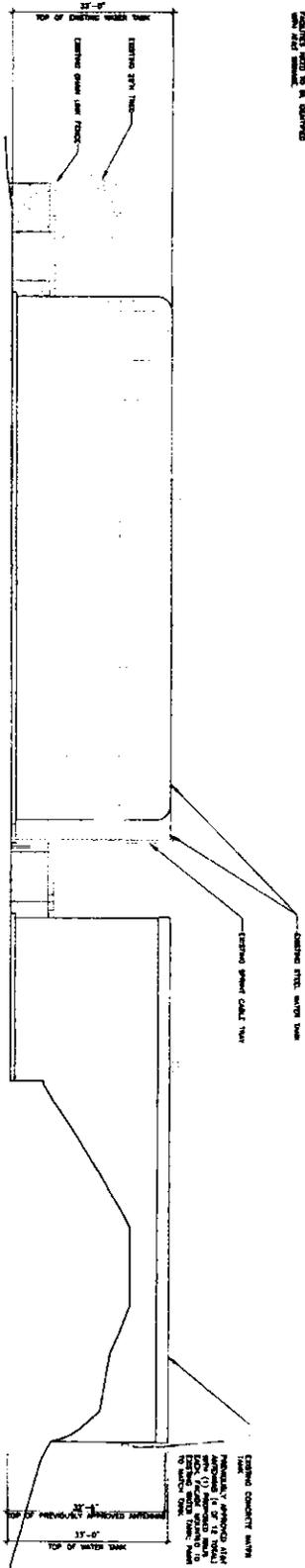
DESIgn ASSOCIATES
 ARCHITECTURE - GRAPHICS

JOB FIRST AVENUE, SUITE 102, SAN DIEGO, CA 92108
 TEL: 619.441.1111 FAX: 619.441.1112



SOUTH ELEVATION
3/12-11-0

1



WEST ELEVATION
3/12-11-0

2

APPROVED FOR CONSTRUCTION

 Z05
 PROFESSIONAL ENGINEER
 CIVIL ENGINEERING
 STATE OF CALIFORNIA
 LICENSE NO. 45112

NO.	DATE	DESCRIPTION
01	07-20-12	ISSUED FOR PERMITS
02	07-20-12	ISSUED FOR PERMITS
03	07-20-12	ISSUED FOR PERMITS
04	07-20-12	ISSUED FOR PERMITS
05	07-20-12	ISSUED FOR PERMITS
06	07-20-12	ISSUED FOR PERMITS
07	07-20-12	ISSUED FOR PERMITS
08	07-20-12	ISSUED FOR PERMITS
09	07-20-12	ISSUED FOR PERMITS
10	07-20-12	ISSUED FOR PERMITS
11	07-20-12	ISSUED FOR PERMITS
12	07-20-12	ISSUED FOR PERMITS

at&t
 SS-627-01
JAMUL WATER TANK
 1300 WEST WASHINGTON STREET, SUITE 100, SAN DIEGO, CA 92103


 DA
 DEBBIE ASSOCIATES
 ARCHITECTURE - GRAPHICS
 100 FIRST AVENUE, SUITE 100, SAN DIEGO, CALIFORNIA
 619.291.4210 • 619.291.4211

EXHIBIT D

**ATTACHMENT B
PERMITS**

SAN DIEGO COUNTY PLANNING COMMISSION

5201 Ruffin Road

San Diego, CA 92123

May 8, 2009

Decision of the Planning Commission
On the Application of Major Use Permit
Number P08-009

GRANT, as per redlined plot plan and elevations dated October 13, 2008, consisting of eight (8) sheets, a Major Use Permit, pursuant to Section 6985, 6986, and 7358 of the Zoning Ordinance, to authorize the location and use of an unmanned wireless telecommunication facility. The facility includes panel antennas mounted on the existing water tank and an equipment enclosure. Pursuant to Section 6985A of the Zoning Ordinance, a Major Use Permit is required because the project site is located in an area zoned A70 (Limited Agriculture), is not located on a high voltage transmission tower, and is not covered by a Wireless Community Master Plan.

CONDITIONS

The following conditions are imposed with the granting of this Major Use Permit:

Building permit plans must conform in detail to this approved design. Failure to conform can cause delay to or denial of building permits and require formal amendment of this approved design. No waiver of the Uniform Building Code standards or any other code or ordinance is intended or implied.

- A. Prior to obtaining any building or other permit pursuant to this Major Use Permit, and prior to commencement of construction or use of the property in reliance on this Major Use Permit, the applicant shall:
1. Pay off all existing deficit accounts associated with processing this application to the satisfaction of the Department of Planning and Land Use and the Department of Public Works.
 2. Obtain a grading permit, required prior to commencing of the grading, where quantities exceed 200 cubic yards of material and/or cuts of fills are eight
 3. Have a registered civil engineer, a registered traffic engineer, or a licensed land surveyor provide a certified signed statement that physically, there is a minimum unobstructed sight distance in both directions along Proctor Valley Road from the private easement road Pioneer Way serving

the property, for the prevailing operating speed of traffic on Proctor Valley Road to the satisfaction of the Director of Public Works.

4. Submit evidence to the satisfaction of the Director of Planning and Land Use (Building Division) that all "Prior to Use or Occupancy" conditions B.1 – B.4 of this Major Use Permit have been printed on a separate sheet of all building plans associated with this Major Use Permit: [DPLU, FEE]
 - a. The conditions shall be printed on a separate sheet of the building plans.
 - b. The Directors of Public Works or Planning and Land Use may waive this condition to allow the issuance of a grading permit. The requirement shall be met before the issuance of any building permit.
5. Furnish the Director of Planning and Land Use a letter from the Director of the Department of Public Works stating Conditions A.1 – A.3 have been complied with to that Department's satisfaction.

B. Prior to any occupancy or use of the premises pursuant to this Major Use Permit, the applicant shall:

1. Authorize DPW Lighting District to process the project into the San Diego County Street Lighting District. After approval of the project, the property shall be transferred, without notice or hearing, to Zone "A" of the San Diego County Street Lighting District. The applicant shall pay the cost to process the project by making a minimum deposit at the Land Development Counter Services.
2. Furnish the Director of Planning and Land Use, along with their request for final inspection, a letter from the Department of Public Works, stating Conditions, B.1 has been completed to that department's satisfaction.
3. Provide photographic evidence to the Director of Planning and Land Use that demonstrates the panel antennas, equipment shelter and landscaping are installed according to the approved plot plan and photo-simulations filed under Major Use Permit P08-009.
4. Pay the Major Use Permit Compliance Inspection Fee as specified in the DPLU Fee Ordinance at Section 362 of the San Diego County Administrative Code. The fee shall be paid at the DPLU Zoning Counter. The permittee shall also schedule an appointment for an initial inspection with the County Permit Compliance Coordinator to review the on-going

the property, for the prevailing operating speed of traffic on Proctor Valley Road to the satisfaction of the Director of Public Works.

4. Submit evidence to the satisfaction of the Director of Planning and Land Use (Building Division) that all "Prior to Use or Occupancy" conditions B.1 – B.4 of this Major Use Permit have been printed on a separate sheet of all building plans associated with this Major Use Permit: [DPLU, FEE]
 - a. The conditions shall be printed on a separate sheet of the building plans.
 - b. The Directors of Public Works or Planning and Land Use may waive this condition to allow the issuance of a grading permit. The requirement shall be met before the issuance of any building permit.
5. Furnish the Director of Planning and Land Use a letter from the Director of the Department of Public Works stating Conditions A.1 – A.3 have been complied with to that Department's satisfaction.

B. Prior to any occupancy or use of the premises pursuant to this Major Use Permit, the applicant shall:

1. Authorize DPW Lighting District to process the project into the San Diego County Street Lighting District. After approval of the project, the property shall be transferred, without notice or hearing, to Zone "A" of the San Diego County Street Lighting District. The applicant shall pay the cost to process the project by making a minimum deposit at the Land Development Counter Services.
2. Furnish the Director of Planning and Land Use, along with their request for final inspection, a letter from the Department of Public Works, stating Conditions, B.1 has been completed to that department's satisfaction.
3. Provide photographic evidence to the Director of Planning and Land Use that demonstrates the panel antennas, equipment shelter and landscaping are installed according to the approved plot plan and photo-simulations filed under Major Use Permit P08-009.
4. Pay the Major Use Permit Compliance Inspection Fee as specified in the DPLU Fee Ordinance at Section 362 of the San Diego County Administrative Code. The fee shall be paid at the DPLU Zoning Counter. The permittee shall also schedule an appointment for an initial inspection with the County Permit Compliance Coordinator to review the on-going

conditions associated with the permit. The inspection should be scheduled for a date approximately six months subsequent to establishing occupancy or use of the premises.

C. The following conditions shall apply during the term of the Major Use Permit:

1. The applicant shall allow the County to inspect the property for which the Major Use Permit has been granted, at least once every twelve months, to determine if the applicant is complying with all terms and conditions of the Major Use Permit. If the County determines the applicant is not complying with the Major Use Permit terms and conditions the applicant shall allow the County to conduct follow up inspections more frequently than once every twelve months until the County determines the applicant is in compliance.
2. The applicant is responsible for the maintenance and repair of any damage caused by them to on-site and off-site private roads that serve the project.
3. All light fixtures shall be designed and adjusted to reflect light downward, away from any road or street, and away from adjoining premises, and shall otherwise conform to Section 6324 of The Zoning Ordinance.
4. The parking areas and driveways shall be well maintained.
5. All landscaping shall be adequately watered and well maintained at all times.
6. Property owners shall agree to preserve and save harmless the County of San Diego and each officer and employee thereof from any liability or responsibility for any accident, loss, or damage to persons or property happening or occurring as the proximate result of any of the work undertaken to complete this work, and that all of said liabilities are hereby assumed by the property owner.
7. The applicant shall maintain the appearance of the facility and associated equipment shelter, as depicted in photo simulations on file with Major Use Permit P08-009, for the duration of the facility's operation.
8. All graffiti on any components of the facility shall be removed promptly in accordance with County regulations. Graffiti on any facility in the public right-of-way must be removed within 48 hours of notification.
9. All wireless telecommunication sites shall be kept clean and free of litter.

10. All equipment cabinets shall display a legible operator's contact number for reporting maintenance problems.
11. All wireless carriers who intend to abandon or discontinue the use of any wireless telecommunication facility shall notify the County of such intention no less than 60 days prior to the final day of use.
12. Wireless telecommunication facilities with use discontinued shall be considered abandoned 90 days following the final day of use.
13. All abandoned facilities shall be physically removed by the facility owner no more than 90 days following the final day of use or determination that the facility has been abandoned, whichever occurs first.
14. The County reserves the right to remove any facilities that are abandoned for more than 90 days at the expense of the facility owner.
15. Any abandoned site shall be restored to its natural or former condition. Grading and landscaping in good condition may remain.
16. Noise from any equipment supporting the facility shall meet the requirements of the County's Noise Ordinance on an average hourly basis.
17. Equipment cabinets and antenna structures shall be secured to prohibit unauthorized access.
18. Comply with all applicable stormwater regulations at all times. The activities proposed under this application are subject to enforcement under permits from the San Diego Regional Water Quality Control Board (RWQCB) and the County of San Diego Watershed Protection, Stormwater Management, and Discharge Control Ordinance (**Ordinance No. 9926**) and all other applicable ordinances and standards. This includes requirements for Low Impact Development (LID), materials and wastes control, erosion control, and sediment control on the project site. Projects that involve areas 1 acre or greater require that the property owner keep additional and updated information onsite concerning stormwater runoff. This requirement shall be to the satisfaction of the Director of Public Works.
19. The project shall conform to the approved plot plan(s). Failure to conform to the approved plot plan(s); is an unlawful use of the land, and will result in enforcement action pursuant to Zoning Ordinance Section 7703.

- D. This Major Use Permit shall expire on May 8, 2011, at 4:00 p.m. (or such longer period as may be approved pursuant to Section 7376 of The Zoning Ordinance of the County of San Diego prior to said expiration date) unless construction or use in reliance on this Major Use Permit has commenced prior to said expiration date.

FINDINGS:

CEQA FINDINGS

It is hereby found that the proposed project is exempt from the California Environmental Quality Act as specified under Section 15303 of the State CEQA Guidelines for the reasons detailed in the Notice of Exemption Form dated March 2, 2009, on file with DPLU as Environmental Review Number ER08-19-004.

MSCP FINDINGS

The Multiple Species Conservation Planning Conformance Findings dated March 2, 2009, on file with DPLU as Environmental Review Number ER08-19-004.

STORMWATER FINDINGS

It is hereby found that the project proposed by the applicant has prepared plans and documentation demonstrating compliance with the provisions of the County of San Diego Watershed Protection, Stormwater Management, and Discharge Control Ordinance.

RESOURCE PROTECTION ORDINANCE FINDINGS

It is hereby found that the use or development permitted by the application is consistent with the provisions of the Resource Protection Ordinance.

MAJOR USE PERMIT FINDINGS

Pursuant to Section 7358 (see Section 7359 for findings required for permits filed pursuant to Regional Land Use Element 3.8) of The Zoning Ordinance, the following findings in support of the granting of the Major Use Permit are made:

- (a) The location, size, design, and operating characteristics of the proposed use will be compatible with adjacent uses, residents, buildings, or structures with consideration given to

1. Harmony in scale, bulk, coverage, and density

Scale and Bulk:

The subject parcel is developed with two water tanks and two wireless telecommunication facilities. The proposed unmanned wireless telecommunication facility includes twelve (12) panel antennas that will be mounted on the water tank located within the eastern portion of the property and an associated eight-foot equipment shelter. Photo simulations on file with Major Use Permit P08-009 (Attachment C) illustrate that the proposed wireless telecommunication facility and associated equipment shelter are unobtrusive to the surrounding viewshed. The view from the surrounding area will be minimized because the project is a stealth facility as the panel antennas will be mounted on and painted to match the existing water tank. Additionally, the CMU block wall will be screened by additional landscaping, including three Oleander shrubs. The project is compatible with adjacent uses in terms of scale and bulk because of the stealth design. Therefore, the project will not substantially increase the scale and bulk of the existing structure and result in negative impacts to the surrounding properties.

Coverage:

The subject parcel is 1.08 acres in size. Surrounding land uses consist of single family residential and vacant land with parcel sizes ranging from approximately one acre to over eight acres in size. The project is located on a parcel that is developed with two water tanks and two wireless telecommunication facilities. The lease area for this unmanned wireless telecommunication facility will total approximately 400 square-feet (less than 1% lot coverage). Considering the size of the subject lot compared with the size and location of the proposed structure, the size of the existing structures on the property, and the coverage characteristics of surrounding properties, the addition of the telecommunication facility will be consistent in terms of coverage of the surrounding area and will not substantially increase the lot area coverage.

Density: The project is a Major Use Permit for the authorization of a telecommunication facility and does not have a residential component subject to density.

2. The availability of public facilities, services, and utilities

The project is located within the San Diego Rural Fire Protection District with services provided by the California Department of Forestry and Fire Protection. The project has been reviewed and found to be FP-2

compliant. The project will require water service for irrigation purposes and the Otay Water District has verified that the project site is in the district and service is available to the project site.

3. The harmful effect, if any, upon desirable neighborhood character

The project is a Major Use Permit for the authorization of a wireless telecommunication facility. The facility will include twelve (12) panel antennas that will be mounted on the existing water tank located on the east side of the property and an eight-foot high CMU enclosure to house the associated equipment. The project site is located within a neighborhood that is predominately comprised of single family residential use with some vacant properties surrounding the project site.

The project will not adversely affect the desirable neighborhood character because the project proposes a wireless telecommunication facility that is designed to be stealth. The equipment shelter will be located within a CMU enclosure to conceal it from the surrounding properties. Photo simulations on file with Major Use Permit P08-009 (Attachment C) illustrate that the line, form, and color of the facility will be largely consistent with other elements that make up the visual setting of the area, such as the existing panel antennas on the water tank. Furthermore, the project was reviewed for noise impacts and determined to be consistent with the County Noise Ordinance. The project, as designed, will not cause any substantial, demonstrable negative aesthetic effect to views from the surrounding area and roadways. Therefore, the project will not have a harmful effect on the neighborhood character.

4. The generation of traffic and the capacity and physical character of surrounding streets

The traffic generated from the project is expected to be one maintenance trip per month and will utilize Bear Mountain Road, a private road for access. Existing parking is available on the property. The use associated with this Major Use Permit is compatible with the existing residential nature of the area because the number of maintenance trips will not substantially alter the expected traffic or physical character of the surrounding streets and will be compatible with adjacent uses. Therefore, the number of maintenance trips will not substantially increase or alter the physical character of Bear Mountain Road and other vicinity roadways.

5. The suitability of the site for the type and intensity of use or development which is proposed

The project proposes a Major Use Permit for the authorization of an unmanned wireless telecommunication facility. The subject property is 1.08 acres in size and is developed with access and utility services adequate to serve the proposed use. The installation of the telecommunication facility will not require significant alteration to the land form. The project, as designed, will be stealth and will not change the characteristics of the area and is suitable for this site and the type and intensity of uses and development. For reasons stated above, the proposed project will be compatible with adjacent land uses.

6. Any other relevant impact of the proposed use

None identified.

- (b) The impacts, as described in Findings (a) above, and the location of the proposed use will be consistent with the San Diego County General Plan.

The project is subject to the Regional Category – Estate Development Area (EDA), General Plan Land Use Designation General – (17) Estate Residential, and the Jamul/Dulzura Subregional Plan. The project complies with the General Plan because civic uses are allowed if they support the local population. In addition, the project is consistent with Policy 4 of the Public Safety Element of the County General Plan that encourages the support, establishment, and continual improvement of Countywide telephone communications system, particularly with respect to enhancing emergency communications.

- (c) That the requirements of the California Environmental Quality Act have been complied with.

Pursuant to Section 15303 of the State CEQA Guidelines, the project is exempt from CEQA because it is an unmanned wireless telecommunication facility that involves the installation of Small, New Equipment and Facilities in Small Structures. It has been determined that the project is not in an environmentally sensitive location; will not have a cumulative effect on the environment; is not on a hazardous waste site; will not cause substantial change in the significance of a historical resource; and will not result in damage to a scenic highway

NOTICES:

NOTICE: The 90 day period in which the applicant may file a protest of the fees, dedications or exactions begins on May 8, 2009.

NOTICE: This subject property is known to contain Coastal sage scrub plant community. Such plant community is habitat for the coastal California gnatcatcher.

The Federal government recently listed the gnatcatcher as a threatened species under the Federal Endangered Species Act of 1973 (16 U.S.C. Section 1531 et seq.). THE LISTING MAY RESULT IN AN APPLICANT'S INABILITY TO PROCEED WITH HIS/HER PROJECT WITHOUT A PERMIT FROM THE FEDERAL GOVERNMENT IF THE SPECIES OR ITS HABITAT ARE PRESENT ON THE PROJECT SITE. It is advisable to contact the United States Fish and Wildlife Service to determine the applicability of the prohibitions under the Act to each applicant's property.

NOTICE: THE ISSUANCE OF THIS PERMIT BY THE COUNTY OF SAN DIEGO DOES NOT AUTHORIZE THE APPLICANT FOR SAID PERMIT TO VIOLATE ANY FEDERAL, STATE, OR COUNTY LAWS, ORDINANCES, REGULATIONS, OR POLICIES INCLUDING, BUT NOT LIMITED TO, THE FEDERAL ENDANGERED SPECIES ACT AND ANY AMENDMENTS THERETO.

NOTICE: Low Impact Development (LID) requirements apply to all priority projects as of March 25, 2008. These requirements can be found at the following link beginning on Page 32, Section 67.812, of the Municipal Stormwater Permit:

<http://www.sdcounty.ca.gov/cob/ordinances/ord9926.doc>

The draft LID Handbook is a source for LID information and is to be utilized by County staff and outside consultants for implementing LID in our region. The handbook gives an overview of LID. Section 2.2 reviews County DPW planning strategies as they relate to requirements from the Municipal Permit. The Fact Sheets in the Appendix may be useful for information on all of the engineered techniques. Additional information can be found in the extensive Literature Index. You can access the Handbook at the following DPLU web address:

<http://www.co.san-diego.ca.us/dplu/docs/LID-Handbook.pdf>

NOTICE: On January 24, 2007, the San Diego Regional Water Quality Control Board (SDRWQCB) issued a new Municipal Stormwater Permit under the National Pollutant Discharge Elimination System (NPDES). The requirements of the Municipal Permit must be implemented beginning March 25, 2008. The Low Impact Development (LID) Best Management Practices (BMP) Requirements of the Municipal Permit can be found at the following link beginning on Page 32, Section 67.812, of the Municipal Stormwater Permit:

<http://www.sdcounty.ca.gov/cob/ordinances/ord9926.doc>

All priority projects must minimize directly connected impervious areas and promote biofiltration. Section 67.812 includes the minimal site design requirements that project applicants must address and implement. These can be summarized into the following four requirements: Disconnect impervious surfaces, Design impervious surfaces to

drain into properly designed pervious areas, Use pervious surfaces wherever appropriate, Implement site design BMPs. The applicant / engineer must determine the applicability and feasibility of each requirement for the proposed project and include them in the project design, unless it can be adequately demonstrated which (if any) of the requirements do not apply.



County of San Diego

ERIC GIBSON
DIRECTOR

DEPARTMENT OF PLANNING AND LAND USE

5201 RUFFIN ROAD, SUITE B, SAN DIEGO, CALIFORNIA 92123-1666
INFORMATION (858) 694-2960
TOLL FREE (800) 411-0017
www.sdcountry.ca.gov/dplu

December 11, 2009

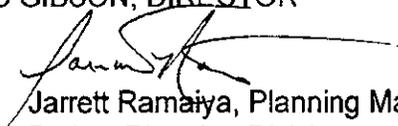
Decision of the Director, Department of Planning and Land Use
on Minor Deviation from Plot Plan
Major Use Permit Minor Deviation P08-009m¹

A revised plot plan dated December 2, 2009, was submitted by Ms. Karen Adler for a "Minor Deviation" from plot plan approved in connection with Major Use Permit P08-009 for an unmanned wireless telecommunication facility. The applicant's request is to re-locate four panel antennas from the eastern water tank to the newly built third tank to the south. No additional changes to the other antenna locations or equipment enclosure are proposed. The property is located at 13635 Bear Mountain Way in the Jamul area in the A70 (Limited Agricultural) Land Use Regulation.

In accordance with Section 7609 of The Zoning Ordinance, the Director of the Department of Planning and Land Use hereby finds that the proposed Minor Deviation does not constitute a substantial change in the Major Use Permit and that said Deviation will not adversely affect adjacent property or adjacent property owners, and approves said Minor Deviation as per revised plot plan.

The issuance of this permit by the County of San Diego does not authorize the applicant for said permit to violate any Federal, State or County laws, ordinances, regulations or policies including, but not limited to the Federal Endangered Species Act of 1973 and any amendments thereto (16 U.S.C. Section 1531 et seq.).

DEPARTMENT OF PLANNING AND LAND USE
ERIC GIBSON, DIRECTOR

By: 
Jarrett Ramaiya, Planning Manager
Project Planning Division

cc: Otay Water District, Attn: Mike O'Donnell, 2554 Sweetwater Springs Blvd.,
Spring Valley, CA 91978



MARK WARDLAW
Director

BETH A. MURRAY
Assistant Director

County of San Diego
PLANNING & DEVELOPMENT SERVICES

5510 OVERLAND AVENUE, SUITE 110, SAN DIEGO, CALIFORNIA 92123
INFORMATION (858) 684-2960
TOLL FREE (800) 411-0017
www.sdcounty.ca.gov/pds

February 7, 2013

PERMITEE: AT&T MOBILITY, LLC
MINOR DEVIATION No.: JAMUL WATER TANK MAJOR USE PERMIT MINOR DEVIATION
PDS2013-MUP08-009M²
E.R. NUMBER: N/A
PROPERTY: 13635 BEAR MOUNTAIN WAY, JAMUL, CA 91935
APN: 597-220-44

DECISION OF THE DIRECTOR

A plot plan dated January 31, 2013, was submitted by AT&T Mobility, LLC for a "Minor Deviation" from plot plan approved in connection with Major Use Permit PDS2008-3300-08-009 for an unmanned telecommunications facility. The applicant's request is to 1) remove 24 previously approved TMAs and install one RRU per antenna for a total of 12 on the façade of the existing water tanks below the previously approved antennas, 2) install two surge suppressors per sector mounted below the antennas, 3) replace the four previously approved outdoor equipment cabinets with four new RBS6301 cabinets, and 4) add two power cabinets inside the equipment enclosure. The property is located at 13635 Bear Mountain Way in the unincorporated area of San Diego County in the A70 (Limited Agriculture) Land Use Regulation.

Cumulative Change

Project #	Approved Square Footage	Description	Percentage Change
PDS2008-3300-08-009	N/A	Unmanned telecommunications facility consisting of twelve panel antennas, 24 façade mounted TMA's, four outdoor equipment enclosure, and one GPS antenna.	Baseline
PDS2009-3301-08-009	N/A	Relocate four panel antennas from the eastern water tank to a newly built third tank to the south.	0.5%
PDS2013-MUP-08-009M ²	N/A	1) remove 24 previously approved TMAs and install one RRU per antenna for a total of 12 on the façade of the existing water tanks below the previously approved antennas, 2) install two surge suppressors per sector mounted below the antennas, 3) replace the four previously approved outdoor equipment cabinets with four new RBS6301 cabinets, and 4) add two power cabinets inside the equipment enclosure.	2.5%
Net Change	N/A		3.0%

*This project has brought the net change to 3.0%. Any future changes may not exceed 7.0% in order to qualify for a Minor Deviation. Any change beyond a cumulative 10% requires a Modification.

In accordance with Section 7609 of The Zoning Ordinance, the Director of Planning & Development Services hereby finds that the proposed Minor Deviation does not constitute a substantial change in the Site Plan Permit and that said Deviation will not adversely affect adjacent property or adjacent property owners, and approves said Minor Deviation as per revised plot plan.

This approval for a Minor Deviation is limited to the applicant's request as detailed in the first paragraph above. Changes or omissions not specified in this form of decision, but are reflected in the attached plot plan have not been authorized.

The issuance of this permit by the County of San Diego does not authorize the applicant for said permit to violate any Federal, State or County laws, ordinances, regulations or policies including, but not limited to the Federal Endangered Species Act of 1973 and any amendments thereto (16 U.S.C. Section 1531 et seq.).

PLANNING & DEVELOPMENT SERVICES
MARK WARDLAW, DIRECTOR

By: 
Donna Beddow, Planning Manager
Project Planning Division

Enclosures

cc: AT&T Mobility, LLC 7337 Trade Street, 3-East, Room 3684, San Diego, CA
92121
Karen Adler, PlanCom, Inc. 302 State Place, Escondido, CA 92029

email cc:
Donna Beddow, Planning Manager, Land Development, PDS
Lisa Sims, Project Manager, Project Planning, PDS

EXHIBIT E

TO AGREEMENT BETWEEN NEW CINGULAR
WIRELESS PCS, LLC AND OTAY WATER DISTRICT TO
LOCATE COMMUNICATION FACILITIES AT OTAY'S
1296 - 1, 2 & 3 , DATED _____, 201__ (THE
"AGREEMENT")

Memorandum of Agreement

Check one option.

- None.
- See Attached.

**Recording Requested By
& When Recorded Return to:**

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

APN: 597-220-44-00

(Space Above This Line For Recorder's Use Only)

Cell Site No: SS0627
Cell Site Name: Jamul (CA)
Fixed Asset Number: 10068658
State: California
County: San Diego

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into, effective on the latest signature date below, by and between Otay Water District, a municipal water district (hereinafter referred to as "**Otay**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

1. Otay and Tenant entered into a certain Agreement To Locate a Communications Facility at Otay's 1296 Reservoir Site ("**Agreement**") on the ____ day of _____, 201__, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the Effective Date with three (3) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year written below.

OTAY:

Otay Water District
2554 Sweetwater Springs Blvd.
Spring Valley, CA 91979

TENANT:

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

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____, 2013

By: _____
Print Name: _____
Its: _____
Date: _____, 2013

Approved as to Form:

Otay's General Counsel

[Notary Acknowledgments Appear On Following Page]

OTAY ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

TENANT ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 1

to the Memorandum of Lease dated _____, 201__, by and between Otay Water District, a municipal water district, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

Property Legal Description:

[TO BE INSERTED FROM TITLE REPORT]

The Premises are described and/or depicted as follows:

Premises Sketch or Survey:

EXHIBIT F

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE ("Assignment") is made this _____ day of _____, 20____, by and between _____, (hereinafter referred to as "Assignor"), _____ and _____, (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the holder of the tenant's interest under that certain Telecommunication Facility Agreement (the "Lease") dated _____, 20____, and all other documents pertaining thereto between ("Otay") and Assignor covering the land located at _____, City of _____, County of _____, California and more particularly described in the Lease attached hereto and incorporated herein by this reference; and

WHEREAS, Assignor desires to transfer, assign and set over to Assignee and Assignee desires to acquire all of Assignor's right, title and interest in, to and under the Lease.

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties hereby mutually consent as follows:

1. Assignor hereby sells, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Lease including, without limitation, the deposit(s), if any, held by Otay.
2. Assignee hereby accepts the foregoing assignment and transfer and specifically assumes and agrees to pay, perform and observe each and every covenant, agreement and condition to be paid, performed or observed by the lessee pursuant to the Lease.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first hereinabove written. This instrument may be executed in any number of counterpart copies, each of which counterpart copy shall be deemed an original for all purposes.

ASSIGNOR: _____

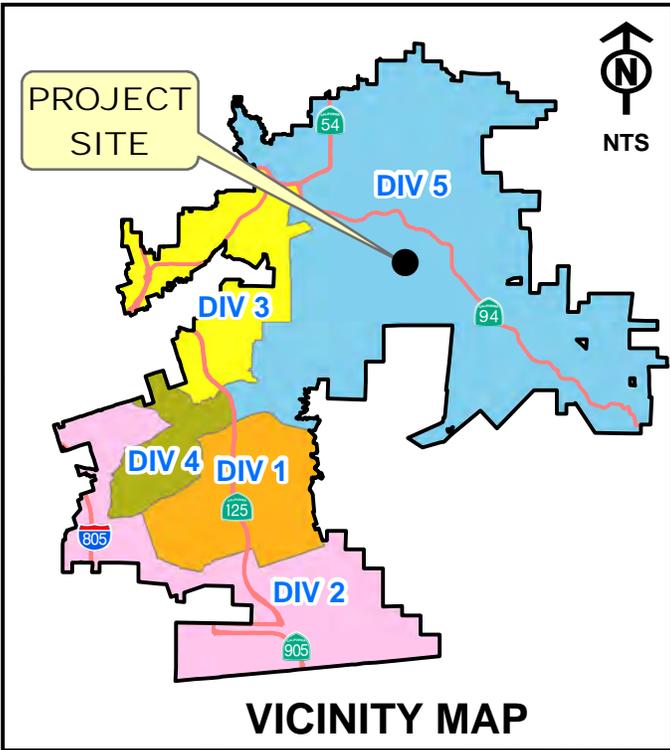
OTAY's Consent: Required
 Not Required

ASSIGNEE: _____

OTAY WATER DISTRICT
2554 Sweetwater Springs Blvd.
Spring Valley, CA 91979

By: _____
Name: _____
Its: _____

[Add Notary Acknowledgement]



1296-1 Reservoir
 1296-2 Reservoir
 1296-3 Reservoir

PROJECT SITE

OTAY WATER DISTRICT

CINGULAR WIRELESS PCS, LLC COMMUNICATIONS SITE
 1296-1, 1296-2 AND 1296-3 RESERVOIR SITE





STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	June 5, 2013
		PROJECT:	DIV. NO. All
SUBMITTED BY:	Andrea Carey Customer Service Manager		
APPROVED BY:	<input checked="" type="checkbox"/> Joseph R. Beachem, Chief Financial Officer <input checked="" type="checkbox"/> German Alvarez, Assistant General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	Authorize the General Manager to Negotiate and Enter into Agreements for Billing and Payment Services with Infosend and Electronic Payment Exchange (EPX)		

GENERAL MANAGER'S RECOMMENDATION:

That the Board authorize the General Manager to negotiate and enter into a two-year fixed with three option year renewals (five-year term) with:

- 1) Infosend to provide bill print and electronic bill presentment services in an amount not to exceed \$1,310,000 (\$262,000 annually); and with
- 2) Electronic Payment Exchange (EPX) to provide payment transaction processing services in an amount not to exceed \$735,000 (\$147,000 annually).

COMMITTEE ACTION:

See Attachment A.

PURPOSE:

To authorize the General Manager to negotiate and purchase services from Infosend for bill print and electronic bill presentment services and with Electronic Payment Exchange for payment transaction processing services.

ANALYSIS:

The District bills approximately 50,000 customers each month (600,000 billings yearly) for water and sewer services. Of these, approximately 38,000 bills are mailed to customers every month with another 17,000 customers signed up to receive bills electronically (e-bill). The District receives over 15,000 payments monthly via the website.

In 2008, the District entered into a five-year agreement with Infosend to provide bill print and mailing services. In 2010, the agreement was amended to allow Infosend and EPX to provide online bill presentment and web payment services to the District. The contract with Infosend and EPX will expire on June 30, 2013.

Request for proposals were sent to seven vendors for bill print and electronic bill presentment and payment services and the District received proposals from three of them. The costs for bill print and electronic presentment services are as follows:

Bill Print Services

Vendor	Annual Price
Infosend	\$262,000
Billtrust	\$276,000
Alacriti	\$294,000

Evaluation criteria consisted of the vendor's ability to meet District specifications; number of years experience in this type of business and with accounts similar to Otay in size; competence and customer service; on time experience in delivery of comparable goods and services; financial stability; and cost.

InfoSend partners with payment processors EPX or Paymentus to verify and transmit customer payments to the District. These payment processors verify the credit card and banking information for each transaction and then wire funds daily to Otay's account with Union Bank. Staff analyzed the fees charged by both EPX and Paymentus and found EPX to be the lowest. The costs of services are as follows:

Payment Services

Vendor	Annual Price
EPX	\$147,000
Paymentus	\$162,000

The performance of the EPX payment processing service has proved to be efficient and reliable since staff began using the service in 2010.

Given the complexity and sensitive nature of these services, it is recommended that the General Manager negotiate and enter into agreements with Infosend and EPX that provides a two-year fixed term

with three option year renewals in amounts not to exceed the lowest pricing submitted. This will allow the District to take advantage of the current competitive process and minimize the impact changing vendors has to the billing process. The agreements will ensure that the vendors are unable to raise prices for five years and that the District is able to terminate for cause at any time. Additionally, after the initial two-year period, the District will have the option not to renew should opportunities, circumstances or business practices change. The agreements will run concurrently and expire at the same time.

By continuing the relationship with Infosend and EPX the District's customers will see no change to their online accounts or bill print delivery.

FISCAL IMPACT: Joe Beachem, Chief Financial Officer

The annual cost for Infosend services will be approximately \$262,000 and for EPX services will be approximately \$147,000. The proposed FY 2014 budget is sufficient to cover these costs.

STRATEGIC GOAL:

Evaluate the most cost effective and efficient processes and tools to communicate service related issues to customers.

LEGAL IMPACT:

None.

Attachments:

Attachment A - Committee Action



ATTACHMENT A

SUBJECT/PROJECT:	Authorize the General Manager to Negotiate and Enter into Agreements for Billing and Payment Services with Infosend and Electronic Payment Exchange (EPX)
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COMMITTEE ACTION:

The Finance, Administration and Communications Committee discussed this item at a meeting held on May 15, 2013 and the following comments were made:

- Staff is requesting that the Board approve a five-year contract with: 1) Infosend to provide bill print and electronic bill presentment services in an amount not-to-exceed \$1,310,000 (\$262,000 annually); and 2) Electronic Payment Exchange (EPX) to provide online payment transaction processing services for an amount not-to-exceed \$735,000 (\$147,000 annually). The District may exit this contract at any time for cause, or may exit the contract annually after the second year without cause.
- The District entered into a five (5) year agreement with Infosend in 2008 and this agreement will expire on June 30, 2013. In 2010, the agreement was amended to allow Infosend and EPX to provide online bill presentment and web payment services to the District.
- The District currently bills approximately 50,000 customers each month. Of the 50,000 bills, 38,000 are mailed to customers and 17,000 receive their bills electronically. The District receives approximately 15,000 monthly bill payments through the website.
- As the agreement with Infosend will expire in June, the District sent out a Request for Proposal (RFP) to seven vendors for bill print and electronic bill presentment and payment services. The District received three (3) proposals.
- Staff is recommending that Infosend be awarded the contract as the lowest responsive bidder. Staff has been very happy with the services that Infosend has provided over the last five (5) years. They have the experience, competence, financial stability and have provided on-time delivery of goods and services.

- Infosend partners with two (2) payment processors, EPX and Paymentus, who handle online bill payments. The District currently utilizes EPX, but wished to analyze which vendor could provide the services at the best cost. EPX was found to be the lowest cost provider with an average annual cost of \$147,000 based on the District's current volume of 15,000 monthly online payments. EPX's services has been efficient and reliable and the District recommends that EPX be selected as the online payment processor vendor.
- The bill print and online presentment and payment services is highly complex and sensitive so staff has recommended a two-year fixed agreement. After the two (2) years, the District has the option to rebid the services to verify pricing and possibly move to another vendor. If it is found that Infosend is still competitive, the District could continue with their services.
- In response to an inquiry from the committee, it was indicated that if the services were solicited through an RFP, the District could award a service contract, at the board's discretion, even if only one proposal was received. For those services that are not typically bid or solicited through an RFP, the District generally would require an attempt to obtain three (3) bids for any purchase over \$5,000 and any purchase over \$50,000 would be presented to the board for award.
- Staff indicated, in response to another inquiry from the committee, that EPX is dependent on Infosend receiving the contract. If Infosend is not awarded the contract or their contract is terminated, EPX's service would also be terminated.
- Infosend works with 160 different utilities in California alone, including Helix WD, Sweetwater Authority, Olivenhain MWD, etc.
- It was noted that Infosend has a lot of redundancy in their system security and seem to be the strongest vendor in this respect.
- The committee discussed that the District handles the sewer billing for the City of Chula Vista and the bill for sewer appears on the District's water bill and is collected on behalf of the City. The City, however, will not be impacted by the proposed contract nor are they a party to the contract. It was noted that the District's water bill indicates clearly that customers should contact the City of Chula Vista for sewer billing inquiries/issues.

- In response to an inquiry from the committee, staff indicated that there are two (2) separate fees; 1) for the printing and mailing of bills to the District's customers, and 2) for the electronic presentment of bills. If Infosend does not print and mail a bill, the District is not billed for the fee associated with printing and mailing statements. The District would be billed for the electronic presentment of these bills.
- It was noted that the new contract provides for lower fees than the current contract and the District will see some cost savings with the new proposed contract.

Following the discussion, the committee supported staffs' recommendation and presentation to the full board as a consent item.



AGENDA ITEM 8a

STAFF REPORT

TYPE MEETING:	Regular Board Meeting	MEETING DATE:	June 5, 2013
SUBMITTED BY:	Mark Watton, General Manager	W.O./G.F. NO:	DIV. NO.
APPROVED BY:	<input checked="" type="checkbox"/> Susan Cruz, District Secretary <input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	Board of Directors 2013 Calendar of Meetings		

GENERAL MANAGER'S RECOMMENDATION:

At the request of the Board, the attached Board of Director's meeting calendar for 2013 is being presented for discussion.

PURPOSE:

This staff report is being presented to provide the Board the opportunity to review the 2013 Board of Director's meeting calendars and amend the schedule as needed.

COMMITTEE ACTION:

N/A

ANALYSIS:

The Board requested that this item be presented at each meeting so they may have an opportunity to review the Board meeting calendar schedule and amend it as needed.

STRATEGIC GOAL:

N/A

FISCAL IMPACT:

None.

LEGAL IMPACT:

None.

Attachments: Calendar of Meetings for 2013

**Board of Directors, Workshops
and Committee Meetings
2013**

Regular Board Meetings:

January 8, 2013
February 6, 2013
March 6, 2013
April 3, 2013
May 1, 2013
June 5, 2013
July 3, 2013
August 7, 2013
September 4, 2013
October 2, 2013
November 6, 2013
December 4, 2013

**Special Board or Committee Meetings (3rd
Wednesday of Each Month or as Noted)**

January 16, 2013
February 20, 2013
March 20, 2013
April 17, 2013
May 15, 2013
June 19, 2013
July 17, 2013
August 21, 2013
September 18, 2013
October 16, 2013
November 20, 2013

SPECIAL BOARD MEETINGS:

BOARD WORKSHOPS:

AGENDA ITEM 9a



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	June 5, 2013
		PROJECT:	DIV. NO. All
SUBMITTED BY:	Wales Benham Senior Accountant		
APPROVED BY:	<input checked="" type="checkbox"/> Joseph R. Beachem, Chief Financial Officer <input checked="" type="checkbox"/> German Alvarez, Assistant General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	Director's Expenses for the 3rd Quarter of Fiscal Year 2013		

GENERAL MANAGER'S RECOMMENDATION:

This is an informational item only.

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To inform the Board of the Director's expenses for the 3rd quarter of Fiscal Year 2013.

ANALYSIS:

The Directors' expense information is being presented in order to comply with Otay's Board of Directors Policy 8, requiring staff to create a quarterly report showing expenses for the Directors. In addition, California Government Code Section 53065.5 requires special districts, at least annually, to disclose any reimbursement paid by a district within the immediately preceding fiscal year. The disclosure requirement shall be fulfilled by including the reimbursement information in a document published or printed, at least annually by

a date determined by that district, and shall be made available for public inspection. (See Attachment B for Summary and C-H for Details.)

FISCAL IMPACT:

None.

STRATEGIC GOAL:

Prudently manage District funds.

LEGAL IMPACT:

Compliance with state law.

Attachments: Attachment A Committee Action
 Attachment B Director's Expenses and per Diems
 Attachment C-H Director's Expenses Detail



ATTACHMENT A

SUBJECT/PROJECT:	Director's Expenses for the 3rd Quarter of Fiscal Year 2013
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COMMITTEE ACTION:

This item was presented to the Finance, Administration and Communications Committee at a meeting held on May 15, 2013. The expenses for each director from January 1, 2013 thru March 31, 2013 was presented. It was indicated that directors' expenses totaled \$8,080.08 for the third quarter of Fiscal Year 2013. The total expenses for the first three quarters of Fiscal Year 2013 is \$18,075.45 and it is projected that directors expenses would total approximately \$24,100.00 for the year based on the three quarters of actual expenses. The committee received staffs' report and recommended presentation to the full board as an informational item.

BOARD OF DIRECTORS' EXPENSES AND PER-DIEMS

**BOARD OF DIRECTORS MEETING
June 5, 2013**

Policy 8 requires that staff present the Expenses and Per-Diems for the Board of Directors on a Quarterly basis:

- Fiscal Year 2013, 3rd Quarter.
- The expenses are shown in detail by Board member, month and expense type.
- This presentation is in alphabetical order.
- This information was presented to the Finance, Administration, and Communications Committee on May 15, 2013.

Board of Directors' Expenses and Per-Diems
Fiscal Year 2013 Quarter 3 (Jan 2013 - Mar 2013)

Director Croucher	\$200.00
Director Gonzalez	\$1,805.00
Director Lopez	\$2,562.78
Director Robak	\$1,186.77
Director Thompson	\$2,325.53
Total	\$8,080.08

Director Croucher

Fiscal Year 2013 Quarter 3

	Jan 2013	Feb 2013	Mar 2013
Business Meetings	0.00	0.00	0.00
Director's Fees	0.00	200.00	0.00
Mileage Business	0.00	0.00	0.00
Conferences and Seminars	0.00	0.00	0.00
Travel	0.00	0.00	0.00
Monthly Totals	<u>0.00</u>	<u>200.00</u>	<u>0.00</u>
Quarterly Total			<u><u>\$200.00</u></u>

Fiscal Year-to-Date 2013 (Jul 2012-Mar 2013)	\$1,460.00
---	-------------------

Meetings Attended	2	2	1
Meetings Paid	0	2	0

Director Gonzalez

Fiscal Year 2013 Quarter 3

	Jan 2013	Feb 2013	Mar 2013
Business Meetings	50.00	0.00	0.00
Director's Fees	400.00	300.00	500.00
Mileage Business	0.00	0.00	0.00
Conferences and Seminars	555.00	0.00	0.00
Travel	0.00	0.00	0.00
Monthly Totals	<u>1,005.00</u>	<u>300.00</u>	<u>500.00</u>
Quarterly Total			<u><u>\$1,805.00</u></u>

Fiscal Year-to-Date 2013 (Jul 2012-Mar 2013)	\$3,454.00
---	-------------------

Meetings Attended	4	3	8
Meetings Paid	4	3	5

Director Lopez

Fiscal Year 2013 Quarter 3

	Jan 2013	Feb 2013	Mar 2013
Business Meetings	25.00	79.00	0.00
Director's Fees	700.00	500.00	1,000.00
Mileage Business	50.29	28.25	20.91
Mileage Commuting	22.60	45.20	91.53
Conferences, Seminars, and Travel	0.00	0.00	0.00
Monthly Totals	<u>797.89</u>	<u>652.45</u>	<u>1,112.44</u>
Quarterly Total			<u><u>\$2,562.78</u></u>

Fiscal Year-to-Date 2013 (Jul 2012-Mar 2013)	\$6,336.79
---	-------------------

Meetings Attended	11	8	18
Meetings Paid	7	5	10

Director Robak

Fiscal Year 2013 Quarter 3

	Jan 2013	Feb 2013	Mar 2013
Business Meetings	25.00	15.00	25.75
Director's Fees	200.00	300.00	100.00
Mileage Business	33.90	16.95	3.39
Mileage Commuting	2.26	2.26	2.26
Conferences, Seminars, and Travel	460.00	0.00	0.00
Monthly Totals	<u>721.16</u>	<u>334.21</u>	<u>131.40</u>
Quarterly Total			<u><u>\$1,186.77</u></u>

Fiscal Year-to-Date 2013 (Jul 2012-Mar 2013)	\$2,287.22
---	-------------------

Meetings Attended	4	4	2
Meetings Paid	2	3	1

Director Thompson

Fiscal Year 2013 Quarter 3

	Jan 2013	Feb 2013	Mar 2013
Business Meetings	0.00	64.00	16.00
Director's Fees	300.00	300.00	800.00
Mileage Business	6.90	29.38	82.49
Mileage Commuting	29.38	98.31	44.07
Conferences, Seminars, and Travel	555.00	0.00	0.00
Monthly Totals	<u>891.28</u>	<u>491.69</u>	<u>942.56</u>
Quarterly Total			<u><u>\$2,325.53</u></u>

Fiscal Year-to-Date 2013 (Jul 2012-Jan 2013)	\$4,537.44
---	-------------------

Meetings Attended	7	7	9
Meetings Paid	3	3	8

Board of Directors' Expenses and Per Diems
Fiscal Year 2013 to Date (Jul 2012 - Mar 2013)

Director Croucher

\$1,460.00

Director Gonzalez

\$3,454.00

Director Lopez

\$6,336.79

Director Robak

\$2,287.22

Director Thompson

\$4,537.44

Total

\$18,075.45

Board of Directors' Expenses and Per Diems
Fiscal Year 2013 **Projected** (July 2012- June 2013)

Director Croucher

\$1,950.00

Director Gonzalez

\$4,600.00

Director Lopez

\$8,450.00

Director Robak

\$3,050.00

Director Thompson

\$6,050.00

Total

\$24,100.00

Based on nine months of actuals

**OTAY WATER DISTRICT
ADMINISTRATIVE EXPENSES - BOARD
July 1, 2012 - March 31, 2013**

	<u>Jul-12</u>	<u>Aug-12</u>	<u>Sep-12</u>	<u>Oct-12</u>	<u>Nov-12</u>	<u>Dec-12</u>	<u>Jan-13</u>	<u>Feb-13</u>	<u>Mar-13</u>	<u>Apr-13</u>	<u>May-13</u>	<u>Jun-13</u>	<u>Total</u>
	1	2	3	4	5	6	7	8	9	10	11	12	
GARY D. CROUCHER (DETAILED IN SECTION D):													
5214 Business Meetings	\$ -	\$ 25.00	\$ 35.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60.00
5281 Director's Fees	100.00	300.00	200.00	-	400.00	200.00	-	200.00	-	-	-	-	1,400.00
5211 Mileage - Business	-	-	-	-	-	-	-	-	-	-	-	-	-
5211 Mileage - Commuting	-	-	-	-	-	-	-	-	-	-	-	-	-
5213 Seminars and Conferences	-	-	-	-	-	-	-	-	-	-	-	-	-
5212 Travel	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	\$ 100.00	\$ 325.00	\$ 235.00	\$ -	\$ 400.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ 1,460.00
DAVID GONZALEZ (DETAILED IN SECTION E):													
5214 Business Meetings	\$ -	\$ -	\$ 10.00	\$ -	\$ 39.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99.00
5281 Director's Fees	100.00	200.00	300.00	600.00	300.00	100.00	400.00	300.00	500.00	-	-	-	2,800.00
5211 Mileage - Business	-	-	-	-	-	-	-	-	-	-	-	-	-
5211 Mileage - Commuting	-	-	-	-	-	-	-	-	-	-	-	-	-
5213 Seminars and Conferences	-	-	-	-	-	-	555.00	-	-	-	-	-	555.00
5212 Travel	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	\$ 100.00	\$ 200.00	\$ 310.00	\$ 600.00	\$ 339.00	\$ 100.00	\$ 1,005.00	\$ 300.00	\$ 500.00	\$ -	\$ -	\$ -	\$ 3,454.00
JOSE LOPEZ (DETAILED IN SECTION F):													
5214 Business Meetings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25.00	\$ 79.00	\$ -	\$ -	\$ -	\$ -	\$ 104.00
5281 Director's Fees	300.00	400.00	600.00	700.00	500.00	500.00	700.00	500.00	1,000.00	-	-	-	5,200.00
5211 Mileage - Business	-	5.55	12.77	-	-	52.17	50.29	28.25	20.91	-	-	-	169.93
5211 Mileage - Commuting	22.20	22.20	33.30	22.20	44.40	22.20	22.60	45.20	91.53	-	-	-	325.83
5213 Seminars and Conferences	-	-	-	-	-	-	-	-	-	-	-	-	-
5212 Travel	-	-	-	537.03	-	-	-	-	-	-	-	-	537.03
Total	\$ 322.20	\$ 427.75	\$ 646.07	\$ 1,259.23	\$ 544.40	\$ 574.37	\$ 797.89	\$ 652.45	\$ 1,112.44	\$ -	\$ -	\$ -	\$ 6,336.79
MARK ROBAK (DETAILED IN SECTION G):													
5214 Business Meetings	\$ -	\$ -	\$ 20.00	\$ -	\$ 20.00	\$ 30.00	\$ 25.00	\$ 15.00	\$ 25.75	\$ -	\$ -	\$ -	\$ 135.75
5281 Director's Fees	100.00	100.00	200.00	100.00	200.00	200.00	200.00	300.00	100.00	-	-	-	1,500.00
5211 Mileage - Business	3.33	3.33	6.66	3.33	6.66	65.74	33.90	16.95	3.39	-	-	-	143.29
5211 Mileage - Commuting	2.22	2.22	4.44	2.22	4.44	-	2.26	2.26	2.26	-	-	-	22.32
5213 Seminars and Conferences	-	-	-	-	-	25.86	460.00	-	-	-	-	-	485.86
5212 Travel	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	\$ 105.55	\$ 105.55	\$ 231.10	\$ 105.55	\$ 231.10	\$ 321.60	\$ 721.16	\$ 334.21	\$ 131.40	\$ -	\$ -	\$ -	\$ 2,287.22
MITCHELL THOMPSON (DETAILED IN SECTION H):													
5214 Business Meetings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64.00	\$ 16.00	\$ -	\$ -	\$ -	\$ 80.00
5281 Director's Fees	400.00	300.00	200.00	400.00	100.00	500.00	300.00	300.00	800.00	-	-	-	3,300.00
5211 Mileage - Business	108.78	-	-	13.32	-	39.96	6.90	29.38	82.49	-	-	-	280.83
5211 Mileage - Commuting	28.86	34.41	28.86	28.86	14.43	14.43	29.38	98.31	44.07	-	-	-	321.61
5213 Seminars and Conferences	-	-	-	-	-	-	555.00	-	-	-	-	-	555.00
5212 Travel	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	\$ 537.64	\$ 334.41	\$ 228.86	\$ 442.18	\$ 114.43	\$ 554.39	\$ 891.28	\$ 491.69	\$ 942.56	\$ -	\$ -	\$ -	\$ 4,537.44
TOTALS:													
5214 Business Meetings	\$ -	\$ 25.00	\$ 65.00	\$ -	\$ 59.00	\$ 30.00	\$ 100.00	\$ 158.00	\$ 41.75	\$ -	\$ -	\$ -	\$ 478.75
5281 Director's Fees	1,000.00	1,300.00	1,500.00	1,800.00	1,500.00	1,500.00	1,600.00	1,600.00	2,400.00	-	-	-	14,200.00
5211 Mileage - Business	112.11	8.88	19.43	16.65	6.66	157.87	91.09	74.58	106.79	-	-	-	594.05
5211 Mileage - Commuting	53.28	58.83	66.60	53.28	63.27	36.63	54.24	145.77	137.86	-	-	-	669.76
5213 Seminars and Conferences	-	-	-	-	-	25.86	1,570.00	-	-	-	-	-	1,595.86
5212 Travel	-	-	-	537.03	-	-	-	-	-	-	-	-	537.03
Total	\$ 1,165.39	\$ 1,392.71	\$ 1,651.03	\$ 2,406.96	\$ 1,628.93	\$ 1,750.36	\$ 3,415.33	\$ 1,978.35	\$ 2,686.40	\$ -	\$ -	\$ -	\$ 18,075.45

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2012 THROUGH MARCH 31, 2013**

DIRECTOR'S NAME:

CROUCHER, GARY

ATTACHMENT D

Account Name	Date	Descriptions	SECTION D Amount
Director's Fee	7/17/2012	ENGINEERING & OPERATIONS COMMITTEE	\$ 100.00
	8/1/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	8/20/2012	ENGINEERING & OPERATIONS COMMITTEE	100.00
	8/21/2012	COUNCIL OF WATER UTILITIES MEETING	100.00
	9/11/2012	SPECIAL BOARD OF DIRECTORS MEETING	100.00
	9/19/2012	ENGINEERING & OPERATIONS COMMITTEE	100.00
	11/7/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	11/13/2012	DESALINATION PROJECT COMMITTEE MEETING	100.00
	11/26/2012	EMPLOYEE NEGOTIATIONS	100.00
	11/28/2012	SPECIAL BOARD OF DIRECTORS MEETING	100.00
	12/10/2012	ENGINEERING & OPERATIONS COMMITTEE	100.00
	12/19/2012	DESALINATION PROJECT COMMITTEE MEETING	100.00
	2/6/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	2/21/2013	ENGINEERING & OPERATIONS COMMITTEE	100.00
Director's Fee Total			<u>1,400.00</u>
Business meetings	8/29/2012	COUNCIL OF WATER UTILITIES MEETING	25.00
	9/30/2012	SAN DIEGO EAST COUNTY	35.00
Business meetings Total			<u>60.00</u>
Grand Total			<u><u>\$1,460.00</u></u>

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2012 THROUGH MARCH 31, 2013**

DIRECTOR'S NAME: GONZALEZ, DAVID

ATTACHMENT E

Account Name	Date	Descriptions	SECTION E Amount
Director's Fee	7/11/2012	REGULAR BOARD OF DIRECTORS MEETING	\$ 100.00
	8/1/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	8/20/2012	ENGINEERING & OPERATIONS COMMITTEE	100.00
	9/5/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	9/11/2012	SPECIAL BOARD OF DIRECTORS MEETING	100.00
	9/19/2012	ENGINEERING & OPERATIONS COMMITTEE	100.00
	10/1/2012	CHULA VISTA REDEVELOPMENT MEETING	100.00
	10/9/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	10/23/2012	WEBINAR - UNDERSTANDING BOARD MEMBER AND DISTRICT LIABILITIES	100.00
	10/24/2012	ENGINEERING & OPERATIONS COMMITTEE	100.00
	10/25/2012	UNDERSTANDING THE BROWN ACT: CODE COMPONENTS AND UPDATE	100.00
	10/31/2012	MEETING WITH STAFF: BRIEFING ON METRO COMMISSION	100.00
	11/1/2012	METRO COMMISSION MEETING	100.00
	11/7/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	11/28/2012	SPECIAL BOARD OF DIRECTORS MEETING	100.00
	12/10/2012	ENGINEERING & OPERATIONS COMMITTEE	100.00
	1/8/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	1/15/2013	COUNCIL OF WATER UTILITIES MEETING	100.00
	1/16/2013	ENGINEERING & OPERATIONS COMMITTEE	100.00
	1/31/2013	MEXICAN AMERICAN BUSINESS PROFESSIONAL ASSOCIATION	100.00
	2/1/2013	MENDEZ STRATEGY GROUP MONTHLY MEETING	100.00
	2/6/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	2/13/2013	STATE OF THE COUNTY ADDRESS	100.00
	3/6/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	3/18/2013	RATE STUDY WORKSHOP/SPECIAL BOARD MEETING	100.00
	3/21/2013	ENGINEERING & OPERATIONS COMMITTEE	100.00
	3/22/2013	ROSARITO DESALINATION PLANT TOUR	100.00
	3/29/2013	JOINT AGENCY BOARD OF DIRECTORS MEETING	100.00
Director's Fee Total			<u>2,800.00</u>
Business meetings	9/12/2012	OTAY MESA CHAMBER OF COMMERCE	10.00
	11/15/2012	CSDA QUARTERLY MEETING	39.00
	1/15/2013	COUNCIL OF WATER UTILITIES MEETING	25.00
	1/31/2013	PUBLIC OFFICIAL RECOGNITION EVENT	<u>25.00</u>
Business meetings Total			99.00
Conferences and Seminars	1/31/2013	REGISTRATION TO ACWA'S 2012 FALL CONFERENCE	<u>555.00</u>
Grand Total			<u><u>\$3,454.00</u></u>

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2012 THROUGH MARCH 31, 2013**

DIRECTOR'S NAME: LOPEZ, JOSE

ATTACHMENT F

Account Name	Date	Descriptions	SECTION F Amount
Mileage - Business	8/31/2012	MEETING - AUGUST 10 & 31, 2012	\$ 5.55
	9/30/2012	MEETING - SEPTEMBER 12, 2012	12.77
	12/31/2012	MEETING - DECEMBER 6, 7 & 12, 2012	52.17
	1/31/2013	MEETING - JANUARY 4, 8, 14, 17, 18, 22 & 31, 2013	50.29
	2/28/2013	MEETING - FEBRUARY 15 & 21, 2013	28.25
	3/31/2013	MEETING - MARCH 1 & 19, 2013	<u>20.91</u>
Mileage - Business Total			<u>169.93</u>
Mileage - Commuting	7/31/2012	MEETING - JULY 11 & 19, 2012	22.20
	8/31/2012	MEETING - AUGUST 1 & 7, 2012	22.20
	9/30/2012	MEETING - SEPTEMBER 5, 11, & 17, 2012	33.30
	10/31/2012	MEETING - OCTOBER 9 & 23, 2012	22.20
	11/30/2012	MEETING - NOVEMBER 7, 13, 26 & 28, 2012	44.40
	12/31/2012	MEETING - DECEMBER 4 & 19, 2012	22.20
	1/31/2013	MEETING - JANUARY 8 & 22, 2013	22.60
	2/28/2013	MEETING - FEBRUARY 6, 20, 21 & 25, 2013	45.20
	3/31/2013	MEETING - MARCH 6, 12, 13, 18, 20, 21, 22 & 29, 2013	<u>91.53</u>
Mileage - Commuting Total			<u>325.83</u>
Director's Fee	7/11/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	7/19/2012	FINANCE & ADMINISTRATIVE COMMITTEE MEETING	100.00
	7/25/2012	AGENDA BRIEFING - GENERAL MANAGER & COUNSEL	100.00
	8/1/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	8/7/2012	REGIONAL GMS & BOARD PRESIDENTS MEETING	100.00
	8/10/2012	GENERAL MANAGER - COMMITTEE AGENDAS MEETING	100.00
	8/31/2012	AGENDA BRIEFING - GENERAL MANAGER & COUNSEL	100.00
	9/5/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	9/11/2012	BOARD WORKSHOP/SPECIAL MEETING	100.00
	9/12/2012	WATER CONSERVATION GARDEN	100.00
	9/14/2012	COMMITTEE AGENDA BRIEFING	100.00
	9/17/2012	FINANCE & ADMINISTRATIVE COMMITTEE MEETING	100.00
	9/20/2012	MEETING WITH SUPERVISOR COX - INTERCONNECT PIPELINE	100.00
	10/1/2012	BOARD AGENDA BRIEFING	100.00
	10/9/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	10/11/2012	TIJUANA INNOVADORA 2012 CONFERENCE	100.00
	10/19/2012	COMMITTEE AGENDA BRIEFING	100.00
	10/23/2012	FINANCE & ADMINISTRATIVE COMMITTEE MEETING	100.00
	10/29/2012	BOARD AGENDA BRIEFING	100.00
	10/30/2012	MEXICO CITY - GOVERNMENT OFFICIALS	100.00
	11/7/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	11/13/2012	DESALINATION PROJECT COMMITTEE MEETING	100.00
	11/20/2012	MINUTES 319 SIGNING CEREMONY	100.00
	11/26/2012	AD HOC EMPLOYEE NEGOTIATIONS	100.00
	11/28/2012	SPECIAL BOARD OF DIRECTORS MEETING - POSEIDON	100.00
	12/4/2012	FINANCE & ADMINISTRATIVE COMMITTEE MEETING	100.00
	12/6/2012	ACWA FALL CONFERENCE	100.00
	12/7/2012	ACWA FALL CONFERENCE	100.00

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2012 THROUGH MARCH 31, 2013**

DIRECTOR'S NAME: LOPEZ, JOSE

ATTACHMENT F

Account Name	Date	Descriptions	SECTION F Amount
Director's Fee	12/12/2012	WATER CONSERVATION GARDEN BOARD OF DIRECTORS MEETING	100.00
	12/19/2012	DESALINATION PROJECT COMMITTEE MEETING	100.00
	1/4/2013	GENERAL MANAGER - COMMITTEE AGENDAS MEETING	100.00
	1/8/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	1/14/2013	COMMITTEE AGENDA BRIEFING	100.00
	1/17/2013	CITY OF CHULA VISTA'S GREEN BUSINESS AWARDS	100.00
	1/18/2013	MEETING - STATE SENATOR JOEL ANDERSON	100.00
	1/22/2013	FINANCE & ADMINISTRATIVE COMMITTEE MEETING	100.00
	1/31/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	2/6/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	2/15/2013	COMMITTEE AGENDA BRIEFING	100.00
	2/20/2013	FINANCE & ADMINISTRATIVE COMMITTEE MEETING	100.00
	2/21/2013	ENGINEERING & OPERATIONS COMMITTEE	100.00
	2/25/2013	DESALINATION PROJECT COMMITTEE MEETING	100.00
	3/1/2013	US CONGRESSWOMAN SUSAN DAVIS MEETING	100.00
	3/6/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	3/12/2013	COUNCIL MEMBERS MARY SALAS & RUDY RAMIREZ MEETING	100.00
	3/13/2013	WATER CONSERVATION GARDEN BOARD OF DIRECTORS MEETING	100.00
	3/18/2013	SPECIAL BOARD OF DIRECTORS MEETING	100.00
	3/19/2013	COMMITTEE AGENDA BRIEFING	100.00
	3/20/2013	FINANCE & ADMINISTRATIVE COMMITTEE MEETING	100.00
	3/21/2013	ENGINEERING & OPERATIONS COMMITTEE	100.00
	3/22/2013	ROSARITO DESALINATION PLANT TOUR	100.00
	3/29/2013	JOINT AGENCY BOARD OF DIRECTORS MEETING	100.00
Director's Fee Total			<u>5,200.00</u>
Business meetings	1/31/2013	PUBLIC OFFICIAL RECOGNITION EVENT	25.00
	2/13/2013	COUNCIL OF WATER UTILITIES MEETING	25.00
	2/15/2013	CSDA QUARTERLY MEETING	39.00
	2/28/2013	OTAY MESA CHAMBER OF COMMERCE	15.00
Business meetings Total			<u>104.00</u>
Travel	10/23/2012	AIRLINE TICKET - TO MEXICO FOR CONGRESSIONAL MEETING 2	537.03
Travel Total			<u>537.03</u>
Grand Total			<u><u>\$ 6,336.79</u></u>

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2012 THROUGH MARCH 31, 2013**

DIRECTOR'S NAME: ROBAK, MARK

ATTACHMENT G

Account Name	Date	Descriptions	SECTION G Amount
Mileage - Business	7/11/2012	MEETING - JULY 11, 2012	\$ 3.33
	8/1/2012	MEETING - AUG. 1, 2012	3.33
	9/30/2012	MEETING - SEPTEMBER 5 & 11, 2012	6.66
	10/9/2012	MEETING - OCTOBER 9, 2012	3.33
	11/7/2012	MEETING - NOVEMBER 7 & 28, 2012	6.66
	12/4/2012	MEETING - DECEMBER 4 & 5, 2012	37.74
	12/5/2012	PARKING - ACWA CONFERENCE	28.00
	1/15/2013	MEETING - JANUARY 8 & 15, 2013	33.90
	2/21/2013	MEETING - FEBRUARY 6 & 21, 2013	16.95
	3/6/2013	MEETING - MARCH 6, 2013	<u>3.39</u>
Mileage - Business Total			<u>143.29</u>
Mileage - Commuting	7/11/2012	MEETING - JULY 11, 2012	2.22
	8/1/2012	MEETING - AUG. 1, 2012	2.22
	9/30/2012	MEETING - SEPTEMBER 5 & 11, 2012	4.44
	10/9/2012	MEETING - OCTOBER 9, 2012	2.22
	11/7/2012	MEETING - NOVEMBER 7 & 28, 2012	4.44
	1/8/2013	MEETING - JANUARY 8, 2013	2.26
	2/6/2013	MEETING - FEBRUARY 6, 2013	2.26
	3/6/2013	MEETING - MARCH 6, 2013	<u>2.26</u>
Mileage - Commuting Total			<u>22.32</u>
Director's Fee	7/11/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	8/1/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	9/5/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	9/11/2012	SPECIAL BOARD OF DIRECTORS MEETING	100.00
	10/9/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	11/7/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	11/28/2012	SPECIAL BOARD OF DIRECTORS MEETING	100.00
	12/4/2012	ACWA CONFERENCE - BI-ANNUAL CONFERENCE	100.00
	12/5/2012	ACWA CONFERENCE - BI-ANNUAL CONFERENCE	100.00
	1/8/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	1/15/2013	COUNCIL OF WATER UTILITIES MEETING	100.00
	2/6/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	2/13/2013	DISCUSSION OF CONCERNS AND OBJECTIVES	100.00
	2/21/2013	CSDA MEETING	100.00
	3/6/2013	REGULAR BOARD OF DIRECTORS MEETING	<u>100.00</u>
Director's Fee Total			<u>1,500.00</u>
Business meetings	9/7/2012	SAN DIEGO EAST COUNTY CHAMBER OF COMMERCE	20.00
	11/1/2012	SAN DIEGO EAST COUNTY CHAMBER OF COMMERCE	20.00
	12/3/2012	SAN DIEGO EAST COUNTY CHAMBER OF COMMERCE	20.00
	12/12/2012	SDEC CHAMBER OF COMMERCE EVENT	10.00
	1/15/2013	COUNCIL OF WATER UTILITIES MEETING	25.00
	2/28/2013	OTAY MESA CHAMBER OF COMMERCE	15.00
	3/20/2013	LUNCH MEETING WITH MARK WATTON, TO DISCUSS DISTRICTS ISSUES & PROJECTS	25.75
Business meetings Total			<u>135.75</u>
Conferences and Seminars	12/19/2012	ATTENDED ACWA's CONFERENCE	25.86
	1/31/2013	REGISTRATION TO ACWA'S 2012 FALL CONFERENCE	460.00
Conferences and Seminars Total			<u>485.86</u>
Grand Total			<u><u>\$ 2,287.22</u></u>

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2012 THROUGH MARCH 31, 2013**

**DIRECTOR'S NAME: THOMPSON,
MITCHELL**

ATTACHMENT H

Account Name	Date	Descriptions	SECTION H Amount
Mileage - Business	7/31/2012	MEETING - JULY 26 & 27, 2012	108.78
	10/31/2012	MEETING - OCTOBER 8 & 25, 2012	13.32
	12/31/2012	MEETING - DECEMBER 6, 7, 10 & 17, 2012	39.96
	1/11/2013	PARKING - JANUARY 11, 2013	1.25
	1/31/2013	MEETING - JANUARY 11, 2013	5.65
	2/25/2013	MEETING - FEBRUARY 20 & 25, 2013	29.38
	3/31/2013	MEETING - MARCH 4, 12, 22, 23 & 29, 2013	82.49
Mileage - Business Total			<u>280.83</u>
Mileage - Commuting	7/31/2012	MEETING - JULY 17 & 19, 2012	28.86
	8/31/2012	MEETING - AUG. 1, 2, & 13, 2012	34.41
	9/30/2012	MEETING - SEPTEMBER 11 & 17, 2012	28.86
	10/31/2012	MEETING - OCTOBER 9 & 23, 2012	28.86
	11/30/2012	MEETING - OCTOBER 8 & 25, 2012	14.43
	12/4/2012	MEETING - DECEMBER 4, 2012	14.43
	1/31/2013	MEETING - JANUARY 8 & 22, 2013	29.38
	2/25/2013	MEETING - FEBRUARY 13,15, 19, 20, & 25, 2013	98.31
	3/31/2013	MEETING - MARCH 6, 18 & 20, 2013	44.07
Mileage - Commuting Total			<u>321.61</u>
Director's Fee	7/17/2012	ENGINEERING & OPERATIONS COMMITTEE	100.00
	7/19/2012	FINANCE & ADMINISTRATIVE COMMITTEE MEETING	100.00
	7/26/2012	TRAINING FOR NEW BOARD MEMBERS -CSDA LEADERSHIP ACADEMY	100.00
	7/27/2012	TRAINING FOR NEW BOARD MEMBERS -CSDA LEADERSHIP ACADEMY	100.00
	8/1/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	8/2/2012	STAFF BRIEFING - DESALINAZATION PROJECT	100.00
	8/13/2012	REDEVELOPMENT OVERSIGHT BUILDING MEETING	100.00
	9/11/2012	REGULAR SPECIAL BOARD OF DIRECTORS MEETING	100.00
	9/17/2012	FINANCE & ADMINISTRATIVE COMMITTEE MEETING	100.00

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2012 THROUGH MARCH 31, 2013**

DIRECTOR'S NAME: THOMPSON,
MITCHELL

ATTACHMENT H

Account Name	Date	Descriptions	SECTION H Amount
Director's Fee	10/8/2012	CHULA VISTA REDEVELOPMENT MEETING	100.00
	10/9/2012	REGULAR BOARD OF DIRECTORS MEETING	100.00
	10/23/2012	FINANCE & ADMINISTRATIVE COMMITTEE MEETING	100.00
	10/25/2012	SOUTH COUNTY EDC ELECTED OFFICIALS RECEPTION	100.00
	11/30/2012	SPECIAL BOARD OF DIRECTORS MEETING	100.00
	12/4/2012	FINANCE & ADMINISTRATIVE COMMITTEE MEETING	100.00
	12/6/2012	ACWA CONFERENCE - BI-ANNUAL CONFERENCE	100.00
	12/7/2012	ACWA CONFERENCE - BI-ANNUAL CONFERENCE	100.00
	12/10/2012	CHULA VISTA REDEVELOPMENT MEETING	100.00
	12/17/2012	CHULA VISTA REDEVELOPMENT MEETING	100.00
	1/8/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	1/11/2013	COMMUNITY MEETING WITH REPRESENTATIVE OF OWD	100.00
	1/22/2013	FINANCE & ADMINISTRATIVE COMMITTEE MEETING	100.00
	2/19/2013	COUNCIL OF SAN DIEGO COUNTY WATER AGENCIES	100.00
	2/20/2013	FINANCE & ADMINISTRATIVE COMMITTEE MEETING	100.00
	2/25/2013	DESALINATION PROJECT COMMITTEE MEETING	100.00
	3/4/2013	MEETING WITH URBAN CORP. FOR CONSERVATION PROGRAMS	100.00
	3/6/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	3/12/2013	CHULA VISTA COUNCIL MEMBERS DESAL PROJECT BRIEFING	100.00
	3/18/2013	SPECIAL BOARD OF DIRECTORS MEETING - RATE STUDY WORKSHOP	100.00
	3/20/2013	FINANCE & ADMINISTRATIVE COMMITTEE MEETING	100.00
	3/22/2013	TOUR - BAY DELTA	100.00
	3/23/2013	TOUR - BAY DELTA	100.00
	3/29/2013	JOINT AGENCY BOARD OF DIRECTORS MEETING	100.00
Director's Fee Total			<u>3,300.00</u>
	2/15/2013	CSDA QUARTERLY MEETING	39.00
	3/20/2013	LUNCH MEETING - MENDEZ STRATEGY GROUP MONTHLY MEETING	16.00
Business meetings Total			<u>80.00</u>
Conferences and Seminars	1/31/2013	REGISTRATION TO ACWA'S 2012 FALL CONFERENCE	555.00
Grand Total			<u><u>\$4,537.44</u></u>



AB 000 · 1B 3000 · 528101 200.00
^
2101

OTAY WATER DISTRICT
BOARD OF DIRECTORS
PER-DIEM AND MILEAGE CLAIM FORM

Pay To: Gary Croucher

Period Covered:

Employee Number: 7011

From: 2-1-13 To: 2-28-13

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
✓ 1	2-6	Board	Regular Board Meeting		
✓ 2	2-21	Committee	Engineering & Operations Committee		
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					

Per Diem

0.*
2.*
100.00=
200.00* ✓
0.*

Total Meeting Per Diem: \$ 200 -
(\$100 per meeting)

Total Mileage Claimed: 0 miles

(Director's Signature)

13 MAR 11 PM 12:55

GM Receipt: uWato

Date: 3/7/2013

2
3-11-13

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: \$ _____

AB000.1B1000.2101.528101 300.00



OTAY WATER DISTRICT
BOARD OF DIRECTORS
PER-DIEM AND MILEAGE CLAIM FORM

Pay To: David Gonzalez

Period Covered:

Employee Number: 1796

From: 1/1/13 To: 1/31/13

*OK per
Area Supv*

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
1.	1/8/13	OWD	Board Meeting		
2.	1/16/13	OWD	Engineering Operations & Water Resources Committee		
3.	1/31/13	MABPA	Mexican American Business Professional Association		
4.					
5.					
6.					
7.					
8.					
9.				0.*	
10.				3.*	
11.				100.00=	
12.				300.00*	
13.					
14.				0.*	
15.					
16.					
17.					

Per Diem

Total Meeting Per Diem: \$300.00
(\$100 per meeting)

Total Mileage Claimed: 0 miles

(Director's Signature)

GM Receipt: [Signature]

Date: 3/11/2013

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: \$ _____

*3-11-13
3/12/13*



AB000 - B4000 - 2101 - 521101
 AB000 - B4000 - 2101 - 521102

700.00
 22.60

OTAY WATER DISTRICT
 BOARD OF DIRECTORS
 PER-DIEM AND MILEAGE CLAIM FORM

Pay To: Jose Lopez

Period Covered:

Employee Number: 7010

From: 01/01/13 To: 01/31/2013

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
✓ 1.	01/04	OWD	AGENDA BRIEFING -GEN MGR & COUNSEL		6
✓ 2.	01/08	OWD	REGULAR BOARD MEETING	20	
3.	01/10	METRO	Metro Commission & Wastewater JPA (No Charge)		
4.	01/11	CV	Albondigas Mtg-City Mgr J Salazar (No Charge)		12
✓ 5.	01/14	OWD	Committee Agenda Briefing -Gen Mgr		2
✓ 6.	01/17	CV	City of Chula Vista's Green Business Awards		13
✓ 7.	01/18	El Cajon	State Senator Joel Anderson		32
✓ 8.	01/22	OWD	Finance, Admin & Communications Committee	20	
9.	01/24	SWC	SWC-San Ysidro- Pete Flores/US Customs (no charge)		22
✓ 10.	01/31	OWD	Board Agenda Briefing - Gen Mgr and Counsel		2
11.	01/31	MAPA	MAPA Elected Officials Dinner (No Charge)		
12.					
13.				0.*	40.*
14.				7.*	20.*
15.				100.00 =	20.*
16.				700.00*	40.*
17.				0.*	40.*
18.					0.5650

Handwritten calculations and notes:
 0.*
 7.*
 100.00 =
 700.00*
 0.*
 20.*
 20.*
 40.*
 40.*
 0.5650
 22.6*

Handwritten notes: "Per items", "Mileage"

Total Meeting Per Diem: \$700
 (\$100 per meeting)

Total Mileage Claimed: 129 miles

(Director's Signature)

GM Receipt:

Date: 3/18/2013

13 APR 23 AM 10:48

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: \$ _____

Handwritten notes: "4/23/13", "4/23/13"



AB 000 1B4000.2101.52101
 AB000 1B400 2101.521102

500.00
 45.20

OTAY WATER DISTRICT
 BOARD OF DIRECTORS
 PER-DIEM AND MILEAGE CLAIM FORM

Pay To: Jose Lopez

Period Covered:

Employee Number: 7010

From: 02/01/13 To: 02/28/13

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
✓ 1.	02/06	OWD	Regular Board Meeting	20	
2.	02/13	USS Midway	Sup. Cox' State of the County Address (No Charge)		
✓ 3.	02/15	OWD	Committee Agenda Briefing - Gen Mgr.		6
4.	02/15	CV	CV Chamber's Annual Installation Dinner (No Charge)		
✓ 5.	02/20	OWD	Finance, Admin & Communications Committee	20	
✓ 6.	02/21	OWD	Engineering, Ops & Water Resources Committee	20	
7.	02/21/	CSDA	Qtrly Mtg - UT Watchdog J McDonald (No Charge)		44
✓ 8.	02/25	OWD	Desalination Committee	20	
9.					
10.					
11.					
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14.					
15.					
16.					
17.					
18.					

0.* 5.x 100.00= 500.* 0.* 20.+ 20.+ 20.+ 20.+ 80.* 80.x 0.5650= 45.2*

Per Chem *Mileage*

Total Meeting Per Diem: \$500
 (\$100 per meeting)

Total Mileage Claimed: 140 miles

W/D
4-23-12
h
4/23/13

Jose Lopez
 (Director's Signature)

GM Receipt: *[Signature]*

Date: 3/18/2013

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: \$ _____

13 APR 23 AM 10:19



EXHIBIT B

**OTAY WATER DISTRICT
BOARD OF DIRECTORS
PER-DIEM AND MILEAGE CLAIM FORM**

Pay To: Jose Lopez

Period Covered:

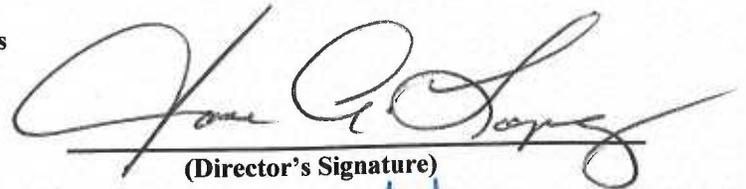
Employee Number: 7010

From: 03/01/13 To: 03/31/13

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
1.	03/01	CV	First Friday -Update on University (no charge)		8
✓ 2.	03/01	OWD	US Congresswoman Susan Davis -OWD update		32
3.	03/01	OWD	Board Agenda briefing -Gen Mgr/Counsel (no charge)		
✓ 4.	03/06	OWD	Regular Board meeting	20	
5.	03/07	JPA	Metro Commission/Wastewater JPA (No Charge)		
6.	03/09	OWD	J. Bonilla, M Thompson, Gen Mgr mtg (no charge)		22
✓ 7.	03/12	OWD	Councilmembers Mary Salas & Rudy Ramirez	20	
8.	03/12	OWD	Mayor Cox' Annual City Address (No Charge)		
✓ 9.	03/13	OWD	Water Conservation Garden	22	
✓ 10.	03/18	OWD	Special Board Mtg - Water Rate Study	20	
✓ 11.	03/19	OWD	Committee Agenda Briefing - Gen Mgr		5
✓ 12.	03/20	OWD	Finance, Adm, & Communications Committee	20	
✓ 13.	03/21	OWD	Engineering and Operations Committee	20	
✓ 14.	03/22	OWD	Rosarito Desalination Project Tour	20	
15.	03/27	JPA	Metro Commission Finance Committee (no charge)		
16.	03/28	SD	Cesar Chavez Breakfast (no charge)		
17.	03/29	OWD	Board Agenda Briefing -Gen Mgr/Counsel (no charge)		
✓ 18.	03/29	OWD	Joint Agency Board Meeting	20	

Total Meeting Per Diem: \$1,000
(\$100 per meeting)

Total Mileage Claimed: 229 miles


(Director's Signature)

✓ GM Receipt: 

Date: 5/13/2013

13 MAY 15 AM 10 FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: \$ _____



OTAY WATER DISTRICT
BOARD OF DIRECTORS
PER-DIEM AND MILEAGE CLAIM FORM

Pay To: Mark Robak

Period Covered:

Employee Number: 7014

From: 1-1-13 To: 3-15-13

3217 Fair Oaks Lane, Spring Valley, CA 91978

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
1	1-8	Monthly Otay Board Meeting	General District Business	4	6
2	1-15	Council of Water Utilities	Discussion of potable reuse	0	54
3	1-24	Otay Mesa Chamber of Commerce Breakfast	Discussion of border crossing, other issues - NO CHARGE	0	0
4	1-24	East County Chamber Mixer	Monthly meeting - NO CHARGE	0	0
5	2-6	Monthly Otay Board Meeting	General District Business	4	6
6	2-13	Lunch with General Manager	Discussion of concerns and objectives	0	0
7	2-13	Annual State of the County Address	Address by Board Chair - NO CHARGE	0	0
8	2-21	CSDA Dinner	Talk by U-T Watchdog reporter - Jeff McDonald	0	24
9	3-1	Chula Vista Chamber of Commerce Breakfast	Discussion of proposed new Chula Vista University - NO CHARGE	0	0
10	3-6	Monthly Otay Board Meeting	General District Business	4	6

Total Meeting Per Diem: \$600
(\$100 per meeting)

Total Mileage Claimed: 102 miles

Receipt
GM Approval:

[Handwritten Signature]

[Handwritten Signature: Mark Robak]

(Director's Signature)

Date:

3/18/13

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: \$ _____

'13 MAR 19 PM 1:10



AB000-1B2000-2101-528101 200.00
AB000-1B2000-2101-521102 29.38

OTAY WATER DISTRICT
BOARD OF DIRECTORS
PER-DIEM AND MILEAGE CLAIM FORM

Pay To: Mitchell Thompson

Period Covered:

Employee Number: 1807

From: 1/1/2013 To: 1/31/2013

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
✓ 1	1/22/13	FA & C Committee Mtg	Agenda	26	
✓ 2	1/8/13	Board Mtg	Agenda	26	
✓ 3	1/11/13	Albondigas Lunch	Community meeting - rep OWD		10 ✓
4					
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					100 * *
					2 * =
					200 * 00 * ✓
					0 * *
					26 * +
					26 * +
					52 * *

Per diem

Mileage

Total \$200 ✓

(\$100 per

Total Mileage Claimed: 62 miles

0 * *
100 * *
2 * =
200 * 00 * ✓
0 * *
26 * +
26 * +
52 * *
52 * *
0 * 5650 = ✓
29 * 38 *

Mitchell Thompson

(Director's Signature)

GM Receipt: *[Signature]*

Date: 2/20/13

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: \$ _____

INSTRUCTIONS ON REVERSE



AB000. 1B2000. 2101. 528101 300.00
AB000. 1B2000. 2101. 521102 29.38

OTAY WATER DISTRICT
BOARD OF DIRECTORS
PER-DIEM AND MILEAGE CLAIM FORM

Pay To: Mitchell Thompson

Period Covered:

Employee Number: 1807

From: 2/1/2013 To: 2/28/2013

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE	
				HOME to OWD OWD to HOME	OTHER LOCATIONS
1	2/13/13	State of County Address	Represent OWD		28
2	2/15/13	CV Chamber Dinner	Represent OWD		18
✓ 3	2/19/13	Council of SD County Water Agencies*	US-Mexico Water Issues		74
✓ 4	2/20/13	FA&C Committee*	Agenda	26	
✓ 5	2/25/13	Desal Committee*	Agenda	26	
6	2/25/13	Redev Oversight Committee*	Agenda		10
7	2/13/13	Mtg - Barbara Steinberg	Official Director Photo for OWD		44

0.*
 3.* x
 100.00 =
 300.00*
 0.*
 0.*
 26.* +
 26.* +
 52.*
 52.* x
 0.5650 =
 29.38*

Mileage

Total \$300.*
(per \$100)
Total Mileage Claimed: 226

(Director's Signature)

GM Receipt: [Signature]

Date: 2/26/2013

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: \$ _____

13 MAR 8 PM 12:15

INSTRUCTIONS ON REVERSE



AB000-1B2000-2101-528101

800.00

AB000-1B2000-2101-521102

44.07

**OTAY WATER DISTRICT
BOARD OF DIRECTORS
PER-DIEM AND MILEAGE CLAIM FORM**

Pay To: Mitchell Thompson

Period Covered:

Employee Number: 1807

From: 3/1/2013 To: 3/31/2013

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
1	3/4/13	Urban Corp*	Conservation Programs		34
2	3/6/13	OWD Board Mtg* Chula Vista Council Members*	Agenda	26	
3	3/12/13	OWD Special Board Mtg*	Briefing - Desal project		10
4	3/18/13	FA&C Committee*	Agenda-Rate Study Workshop	26	
5	3/20/13	Tour- Bay Delta*	Informational		32
6	3/22/13	Tour- Bay Delta*	Informational		32
7	3/23/13	Jt Agency Bd mtg*	Agenda		38
8	3/29/13	Cesar Chavez Breakfast - Jacobs Center	Rep OWD in public		18
9					

Total \$800 *
(\$100 per
Total Mileage Claimed: 242

0.*
8.x
100.00 =
800.00*

0.*
26.+
26.+
26.+
78.*

78.x
0.5650 =
44.07*

*Per
Mileage*

(Director's Signature)

GM Receipt: *[Signature]*

Date: 4/4/2013

13 APR 5 AM 10:00 FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: \$ _____

INSTRUCTIONS ON REVERSE

*W
4/9/13
4-5-13*



AGENDA ITEM 9b

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	June 5, 2013
SUBMITTED BY:	Dan Martin Engineering Manager	PROJECT:	Various DIV.NO. ALL
APPROVED BY:	<input checked="" type="checkbox"/> Rod Posada, Chief of Engineering <input checked="" type="checkbox"/> German Alvarez, Asst. General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	Informational Item - Third Quarter Fiscal Year 2013 Capital Improvement Program Report		

GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board of Directors (Board) accept the Third Quarter Fiscal Year 2013 Capital Improvement Program (CIP) Report for review and receives a summary via PowerPoint presentation (see Attachment C).

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To update the Board about the status of all CIP project expenditures and to highlight significant issues, progress, and milestones on major projects.

ANALYSIS:

To keep up with growth and to meet our ratepayers' expectations to adequately deliver safe, reliable, cost-effective, and quality water, each year the District staff prepares a Six-Year CIP Plan that identifies the District's infrastructure needs. The CIP is comprised of four categories consisting of backbone capital facilities, replacement/renewal projects, capital purchases, and developer's reimbursement projects.

The Third Quarter Fiscal Year 2013 update is intended to provide a detailed analysis of progress in completing these projects within the allotted time and budget of \$18 million. Expenditures through the Third Quarter totaled approximately \$7.8 million. Approximately 43% of the Fiscal Year 2013 expenditure budget was spent (see Attachment B).

FISCAL IMPACT: Joe Beachem, Chief Financial Officer

No fiscal impact as this is an informational item only.

STRATEGIC GOAL:

The Capital Improvement Program supports the District's Mission statement, "To provide high value water and wastewater services to the customers of the Otay Water District, in a professional, effective, and efficient manner" and the General Manager's Vision, "A District that is at the forefront in innovations to provide water services at affordable rates, with a reputation for outstanding customer service."

LEGAL IMPACT:

None.

DM/RP:jf

P:\CIP\CIP Quarterly Reports\2013\Q3\Staff Report\BD 06-05-13, Staff Report, Third Quarter FY 2013 CIP Report, (DM-RP).docx

Attachments: Attachment A - Committee Action
Attachment B - Fiscal Year 2013 Third Quarter CIP
Expense Report
Attachment C - Presentation



ATTACHMENT A

SUBJECT/PROJECT: Various	Informational Item - Third Quarter Fiscal Year 2013 Capital Improvement Program Report
------------------------------------	--

COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee (Committee) reviewed this item at a Committee Meeting held on May 16, 2013, and the following comments were made:

- Staff provided a PowerPoint presentation to the Committee and indicated that the expenditures through the third quarter of FY 2013 totaled approximately \$7.8 million, which is about 43% of the District's fiscal year budget.
- Staff indicated that the District's FY 2013 CIP budget consists of 70 projects that total \$18 million and is divided into four categories:
 - Capital Facilities= \$7.6 million
 - Replacement/Renewal= \$9.6 million
 - Capital Purchases= \$.8 million
 - Developer Reimbursement= \$0.0 million
- The PowerPoint presentation included the following:
 - Total Life-to-Date Expenditures
 - CIP Budget Forecast vs. Expenditures
 - Major CIP Projects
 - CIP Projects in Construction
 - Construction Contract Status of projects, contract amount with allowances, net change orders, and percent of project completion
 - Consultant Contract Status of contract amounts, approve payments to date, change orders, dates when contracts were signed and the end date of contracts
- Staff provided an update of the following:
 - Reservoir 624-I Floating Cover Replacement Project

- o Calavo Gardens Sewer Rehabilitation Project
 - o Hunte Parkway 30-Inch Potable Pipeline Project
 - o Orange Avenue/I-805 12" Potable Water Installation
 - o 803-3 & 832-2 Reservoir Interior/Exterior Coating & Upgrades
- The Committee commented about the Reservoir 624-1 Cover Replacement Project (P2477) that showed a 40% change order for an added liner to the Reservoir's cover. The Committee felt that the added liner should have been identified as a change of scope to avoid skewing numbers in the District's change orders report. Typically, the District is pretty good at minimizing its change orders. Staff stated that they wanted to present the additional scope in the most conservative way.

Following the discussion, the Committee supported staffs' recommendation and presentation to the full board as an informational item.

FISCAL YEAR 2013 3rd QUARTER REPORT
 (Expenditures through 03/31/13)
 (\$ In Thousands)

CIP No.	Description	Project Manager	FISCAL YEAR-TO-DATE, 03/31/13				LIFE-TO-DATE, 03/31/13				Comments	
			FY 2013 Budget	Expenses	Balance	Expense to Budget %	Budget	Expenses	Balance	Expense to Budget %		
CAPITAL FACILITY PROJECTS												
p2009	PL - 36-Inch, SDCWA Otay FCF No. 14 to Regulatory Site	Martin	\$ 900	\$ 227	\$ 673	25%	\$ 21,600	\$ 21,002	\$ 598	97%	The project is complete and accepted. It will be deleted this coming fiscal year.	
p2083	PS - 870-2 Pump Station Replacement (28,000 GPM)	Marchioro	50	-	50	0%	12,581	581	12,000	5%	Previously on hold together with P2451; however, RFP for Design Report Update and Final Design will be issued 4th quarter FY 13.	
p2190	PL - 10-Inch, 1485 Zone, Jamul Highlands	Martin	-	-	-	0%	228	3	225	1%	No budget for FY 13.	
p2267	36-Inch Main Pumpouts and Air/Vacuum Ventilation Installations	Vasquez	5	-	5	0%	435	234	201	54%	This CIP project has been deferred to FY 15.	
p2370	La Presa System Improvements	Martin	195	228	(33)	117%	1,430	1,428	2	100%	Project complete. Planned expenditures for FY 12 carried over to FY 13.	
p2403	PL - 12-Inch, 624 Zone, Heritage Road - Olympic/Otay Valley	Martin	-	-	-	0%	925	-	925	0%	No budget for FY 13.	
p2434	Rancho Del Rey Groundwater Well Development	Marchioro	500	166	334	33%	8,700	3,570	5,130	41%	Project progress has been slowed by design consultant budget/scope negotiations. Project will be placed on hold after the design has been completed.	
p2451	Otay Mesa Desalination Conveyance and Disinfection System	Kennedy	1,000	301	699	30%	30,000	1,363	28,637	5%	A limited Notice to Proceed for a PDR and environmental documentation was initiated to keep pace with the progress on the desalination plant design.	
p2466	Regional Training Facility	Coburn-Boyd	14	7	7	50%	300	279	21	93%	On-track to spend remainder of budget.	
p2486	Asset Management Plan Condition Assessment and Data Acquisition	Stevens	200	48	152	24%	1,350	783	567	58%	Most purchases delayed until work order system implemented.	
p2502	803-1 Pump Station Modifications	Marchioro	50	37	13	74%	625	608	17	97%	On target; however, pending in-house SCADA work. Project will be closed FY 14.	
p2503	850-2 Pump Station Modifications	Marchioro	50	18	32	36%	525	488	37	93%	See P2503.	
p2511	North District - South District Interconnection System	Marchioro	1,000	145	855	15%	3,550	1,621	1,929	46%	Progress slowed due to community opposition. CEQA process to resume 4th quarter FY 13.	
p2514	PL - 30-Inch, 980 Zone, Hunte Parkway - Proctor Valley/Use Area	Martin	1,150	1,233	(83)	107%	1,550	1,462	88	94%	Project in construction. Project budget increased at March 2013 Board meeting.	
p2527	1200-1 Pump Station Facility Cover	Stalker	30	2	28	7%	30	2	28	7%	\$20K will be spent and the project will be complete this fiscal year.	
p2528	30-Inch Potable Water Pipeline Manifold at 624 Reservoirs	Marchioro	300	11	289	4%	1,900	11	1,289	1%	Project on hold.	
p2536	HMBP-Emergency Stand-By Generator Secondary Containment	Acuna	60	44	16	73%	60	44	16	73%	This CIP project has been completed.	
p2537	Operations Yard Property Acquisition Improvements	Martin	250	9	241	4%	300	9	291	3%	Project in design.	
r2048	RecPL - Otay Mesa Distribution Pipelines and Conversions	Martin	15	71	(56)	473%	2,200	471	1,729	21%	Planned expenditures for FY 12 carried over to FY 13. Design is 90% complete.	
r2058	RecPL - 16-Inch, 860 Zone, Airway Road - Otay Mesa/Alta	Martin	5	5	-	100%	3,500	1,339	2,161	38%	Project on hold.	
r2077	RecPL - 24-Inch, 860 Zone, Alta Road - Alta Gate/Airway	Martin	950	733	217	77%	4,500	2,737	1,763	61%	Portions of project built by developer.	
r2087	RecPL - 24-Inch, 927 Zone, Wueste Road - Olympic/Otay WTP	Cameron	5	7	(2)	140%	7,000	1,031	5,969	15%	Planned expenditures for FY 12 carried over to FY 13. Project on hold.	
r2091	RecPS - 927-1 Pump Station Upgrade (10,000 GPM) and System Enhancements	Martin	65	91	(26)	140%	1,880	1,870	10	99%	Planned expenditures for FY 12 carried over to FY 13. Project substantially complete.	
r2094	Potable Irrigation Meters to Recycled Water Conversions	Martin	10	19	(9)	190%	3,100	1,524	1,576	49%	Conversion rate faster than anticipated for FY 13. This multi-year project is under budget.	
r2107	RWCWRF Screening Compactor and Chlorine Injectors Enclosure	Stalker	115	6	109	5%	115	6	109	5%	\$70K will be spent this fiscal year, and the remainder next fiscal year.	
s2039	Hidden Mountain Lift Station Enclosure	Stalker	29	-	29	0%	29	-	29	0%	\$29K will be spent this fiscal year.	
s2040	Calavo Sewer Basin Improvements	Marchioro	275	124	151	45%	1,250	124	1,126	10%	See S2033.	
s2041	Rancho San Diego Sewer Basin Improvements	Marchioro	40	22	18	55%	1,750	22	1,728	1%	See S2033.	
s2042	Sewer Vehicle Capital Purchases	Rahders	325	-	325	0%	325	-	325	0%	The actual purchase will not take place in FY 13, but instead in FY 14. P.O. was approved by GM in January 2013.	
Total Capital Facility Projects			Total:	7,588	3,554	4,034	47%	111,138	42,612	68,526	38%	
REPLACEMENT/RENEWAL PROJECTS												
p2366	APCD Engine Replacements and Retrofits	Rahders	120	259	(139)	216%	3,488	2,467	1,021	71%	Encumbrances are due to APCD retrofitting compliance of on-road vehicles. Expected \$60,000.	
p2382	Safety and Security Improvements	Dobrawa	300	111	189	37%	3,397	1,850	1,547	54%	May expend up to 50% of the FY 13 budget this year. Anticipate that the balance of FY 13 budget will be pushed to FY 14.	
p2440	1-905 Utility Relocations	Marchioro	5	1	4	20%	1,600	1,580	20	99%	Staff anticipates that Caltrans will issue a \$33K credit to Otay; however, project on hold pending Caltrans receipt of final accounting numbers from the City of San Diego's sewer contractor.	

FISCAL YEAR 2013 3rd QUARTER REPORT

(Expenditures through 03/31/13)

(\$ in Thousands)

CIP No.	Description	Project Manager	FISCAL YEAR-TO-DATE, 03/31/13				LIFE-TO-DATE, 03/31/13				Comments
			FY 2013 Budget	Expenses	Balance	Expense to Budget %	Budget	Expenses	Balance	Expense to Budget %	
p2453	SR-11 Utility Relocations	Marchioro	200	111	89	56%	2,250	146	2,104	6%	Bid phase delayed until 1st quarter FY 15 pending Caltrans' construction schedule. Sequence 1 has been designed to 100% level.
p2458	AMR Manual Meter Replacement	Holly	1,400	83	1,317	6%	9,400	8,625	775	92%	Approximately 8 meters still need to be replaced. Expect to be completed by the end of FY 13.
p2477	Res - 624-1 Reservoir Cover Replacement	Marchioro	690	327	363	47%	800	401	399	50%	Project in construction. Project budget increased at March 2013 Board meeting.
p2484	Large Water Meter Testing and Replacement Program	Holly	150	125	25	83%	835	388	447	46%	Project is complete.
p2485	SCADA Communication System and Software Replacement	Stalker	629	24	605	4%	1,846	763	1,083	41%	\$125K will be spent this fiscal year and the remainder in FY 14 and FY 15 due to delays in both the SCADA replacement and wireless radio contracts.
p2491	850-3 Reservoir Exterior Coating	Cameron	150	74	76	49%	350	334	16	95%	Project is completed.
p2493	624-2 Reservoir Interior/Exterior Coating	Cameron	8	3	5	38%	1,850	6	1,844	0%	Expenditures anticipated in fourth quarter FY 13.
p2494	Multiple Species Conservation Plan	Coburn-Boyd	93	12	81	13%	930	794	136	85%	Approximately \$45,000 of this budget will not be spent this fiscal year because of a change in the project scope.
p2495	San Miguel Habitat Management/Mitigation Area	Coburn-Boyd	120	57	63	48%	1,900	828	1,072	44%	Balance of budget will be spent during the 4th quarter of FY 13.
p2496	Otay Lakes Road Utility Relocations	Martin	50	3	47	6%	275	205	70	75%	Reimbursement agreement signed and sent to City of Chula Vista. Expenditures anticipated in fourth quarter.
p2504	Regulatory Site Access Road and Pipeline Relocation	Cameron	50	122	(72)	244%	600	284	316	47%	Project is progressing faster than initially anticipated.
p2507	East Palomar Street Utility Relocation	Cameron	150	72	78	48%	900	250	650	28%	Caltrans driven project. Construction to begin in Summer 2013.
p2508	Pipeline Cathodic Protection Replacement Program	Marchioro	80	-	80	0%	150	3	147	2%	On hold pending RFP for Cathodic Protection Services Program consultant.
p2513	East Orange Avenue Bridge Crossing	Cameron	840	315	525	38%	1,200	470	730	39%	Project under Construction.
p2515	870-1 Reservoir Paving	Cameron	100	11	89	11%	550	15	535	3%	Project is in preliminary design and Environmental Studies underway.
p2518	803-3 Reservoir Interior/Exterior Coating	Cameron	700	46	654	7%	-750	46	704	6%	Project under Construction.
p2519	832-2 Reservoir Interior/Exterior Coating	Cameron	725	38	687	5%	775	38	737	5%	Project under Construction.
p2520	Motorola Mobile Radio Upgrade	Martinez	50	27	23	54%	100	33	67	33%	\$25,000 will be invoiced in FY 13. The remaining work will be completed by the end of FY 14.
p2521	Large Meter Vault Upgrade Program	Holly	150	61	89	41%	600	156	444	26%	Project continues.
p2529	711-2 Reservoir Interior & Exterior Coating	Cameron	-	-	-	0%	600	-	600	0%	No budget in FY 13.
p2530	711-1 Reservoir Interior & Exterior Coating	Cameron	-	-	-	0%	725	-	725	0%	No budget in FY 13.
p2531	944-1 Reservoir Interior & Exterior Coating	Cameron	-	-	-	0%	175	-	175	0%	No budget in FY 13.
p2532	944-2 Reservoir Interior & Exterior Coating	Cameron	-	-	-	0%	725	-	725	0%	No budget in FY 13.
p2533	1200-1 Reservoir Interior & Exterior Coating	Cameron	-	-	-	0%	325	-	325	0%	No budget in FY 13.
p2534	978-1 Reservoir Interior & Exterior Coating	Cameron	-	-	-	0%	225	-	225	0%	No budget in FY 13.
p2535	458-2 Reservoir Interior Coating	Cameron	5	-	5	0%	300	-	300	0%	No budget in FY 13.
r2096	RWCWRF - Upgrades and Modifications	Coburn-Boyd	60	78	(18)	130%	4,995	4,977	18	100%	Project substantially complete. Planned expenditures for FY 12 carried over to FY 13.
r2099	Recycled System Air and Vacuum Value Retrofit	Holly	233	113	120	48%	700	421	279	60%	Project is complete.
s2012	San Diego County Sanitation District Outfall and RSD Outfall Replacement	Kennedy	100	-	100	0%	3,550	761	2,789	21%	The invoice will come in late Q4 FY 13.
s2019	Avocado Boulevard 8-Inch Sewer Main Improvement	Martin	1,375	806	569	59%	2,275	2,019	256	89%	Project under construction.
s2020	Calavo Drive 8-Inch Sewer Main Replacement	Martin	210	502	(292)	239%	600	585	15	98%	Project under construction. Planned expenditures for FY 12 carried over to FY 13.
s2022	Hidden Mesa Drive 8-Inch Sewer Main Rehabilitation	Martin	50	37	13	74%	180	180	-	100%	Project under construction. Planned expenditures for FY 12 carried over to FY 13.
s2023	Calavo Drive Sewer Main Utility Relocation	Martin	60	65	(5)	108%	80	80	-	100%	Project under construction.
s2024	Campo Road Sewer Main Replacement	Cameron	50	3	47	6%	5,500	6	5,494	0%	Beginning preliminary design.
s2026	Challenge Boulevard 8-Inch Sewer Main Replacement	Martin	155	234	(79)	151%	280	277	3	99%	Project under construction. Planned expenditures for FY 12 carried over to FY 13.
s2027	Rancho San Diego Pump Station Rehabilitation	Kennedy	300	22	278	7%	2,800	33	2,767	1%	The County has not completed the preliminary design report and the agreement is needed before the District can reimburse the County.
s2028	Explorer Way 8-Inch Sewer Main Replacement	Marchioro	1	1	-	100%	125	10	115	8%	See S2033.
s2033	Sewer System Various Locations Rehabilitation	Marchioro	200	112	88	56%	800	134	666	17%	CIPs S2028, S2040, S2041 will be closed and merged with CIP S2033 for FY 14. Calavo Basin repairs have been defined and selected; consultant to begin final design 4th quarter FY 13.
	Total Replacement/Renewal Projects	Total:	9,559	3,855	5,704	40%	59,506	29,165	30,341	49%	

FISCAL YEAR 2013 3rd QUARTER REPORT
 (Expenditures through 03/31/13)
 (\$ In Thousands)

CIP No.	Description	Project Manager	FISCAL YEAR-TO-DATE, 03/31/13				LIFE-TO-DATE, 03/31/13				Comments
			FY 2013 Budget	Expenses	Balance	Expense to Budget %	Budget	Expenses	Balance	Expense to Budget %	
CAPITAL PURCHASE PROJECTS											
p2282	Vehicle Capital Purchases	Rahders	49	127	(78)	259%	5,021	2,876	2,145	57%	No further activity projected for FY 13.
p2285	Office Equipment and Furniture Capital Purchases	Dobrawa	-	-	-	0%	571	504	67	88%	No expenditures budgeted for this fiscal year.
p2286	Field Equipment Capital Purchases	Rahders	115	140	(25)	122%	1,758	1,144	614	65%	No further activity projected for FY 13.
p2443	Wireless Communications System	Stevens	200	-	200	0%	1,492	1,104	388	74%	Pushed to FY 14 - reassess - redesign.
p2461	Records Management System Upgrade 2	Stevens	90	21	69	23%	475	369	106	78%	Expect to spend \$30K by 4th quarter FY 13; project will be completed under budget.
p2469	Information Technology Network and Hardware	Stevens	120	8	112	7%	2,173	1,384	789	64%	Projects delayed due to data center reassessment and network redesign.
p2470	Financial System Enhancements	Stevens	220	111	109	50%	2,732	1,585	1,147	58%	Expect to spend \$125K by 4th quarter of FY 13.
	Total Capital Purchase Projects	Total:	794	407	387	51%	14,222	8,966	5,256	63%	
DEVELOPER REIMBURSEMENT PROJECTS											
p2104	PL - 12-Inch, 711 Zone, La Media Road - Birch/Rock Mountain	Martin	-	-	-	0%	833	-	833	0%	No budget in FY 13.
p2107	PL - 12-Inch, 711 Zone, Rock Mountain Road - La Media/SR 125	Martin	-	-	-	0%	722	-	722	0%	No budget in FY 13.
p2325	PL - 10-inch to 12-inch Oversize, 1296 Zone, PB Road - Rolling Hills Hydro PS/PB Bndy	Martin	49	-	49	0%	50	-	50	0%	Expenditures anticipated in 4th quarter FY 13 as a result of reimbursement agreement.
r2028	RecPL - 8-Inch, 680 Zone, Heritage Road - Santa Victoria/Otay Valley	Martin	-	-	-	0%	600	-	600	0%	No budget in FY 13.
r2042	RecPL - 8-Inch, 927 Zone, Rock Mountain Road - SR-125/EastLake	Martin	-	-	-	0%	140	-	140	0%	No budget in FY 13.
r2047	RecPL - 12-Inch, 680 Zone, La Media Road - Birch/Rock Mountain	Martin	-	-	-	0%	450	-	450	0%	No budget in FY 13.
r2082	RecPL - 24-Inch, 680 Zone, Olympic Parkway - Village 2/Heritage	Martin	-	-	-	0%	1,747	-	1,747	0%	No budget in FY 13.
r2083	RecPL - 20-Inch, 680 Zone, Heritage Road - Village 2/Olympic	Martin	4	-	4	0%	400	-	400	0%	Expenditures anticipated in 4th quarter FY 13.
r2084	RecPL - 20-Inch, 680 Zone, Village 2 - Heritage/La Media	Martin	-	-	-	0%	971	1	970	0%	No budget in FY 13.
r2085	RecPL - 20-Inch, 680 Zone, La Media - State/Olympic	Martin	-	-	-	0%	600	-	600	0%	No budget in FY 13.
	Total Developer Reimbursement Projects	Total:	53	-	53	0%	6,513	1	6,512	0%	
GRAND TOTAL			\$ 17,994	\$ 7,816	\$ 10,178	43%	\$ 191,379	\$ 80,744	\$ 110,635	42%	

Otay Water District Capital Improvement Program

Fiscal Year 2013
Third Quarter
(through March 31, 2013)



3/26/13

Orange Avenue/I-805 12" Potable Water Line Installation



Background

The approved CIP Budget for Fiscal Year 2013 consists of 70 projects that total \$18 million. These projects are broken down into four categories.

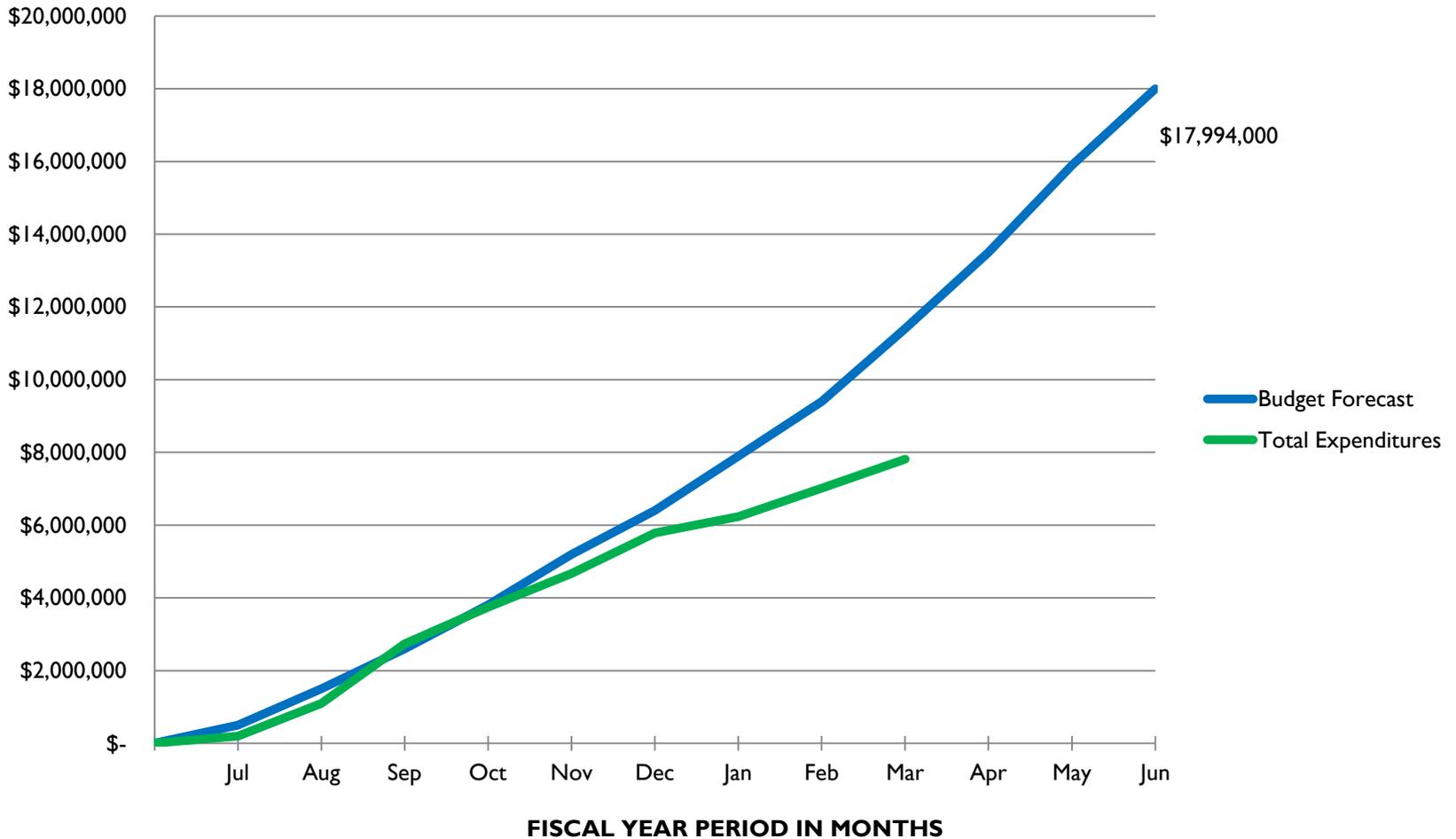
- | | |
|----------------------------|----------------|
| 1. Capital Facilities | \$ 7.6 million |
| 2. Replacement/Renewal | \$ 9.6 million |
| 3. Capital Purchases | \$ 0.8 million |
| 4. Developer Reimbursement | \$ 0.0 million |

Overall expenditures through the Third Quarter Fiscal Year 2013 totaled \$7.8 million, which is 43% of the Fiscal Year budget.

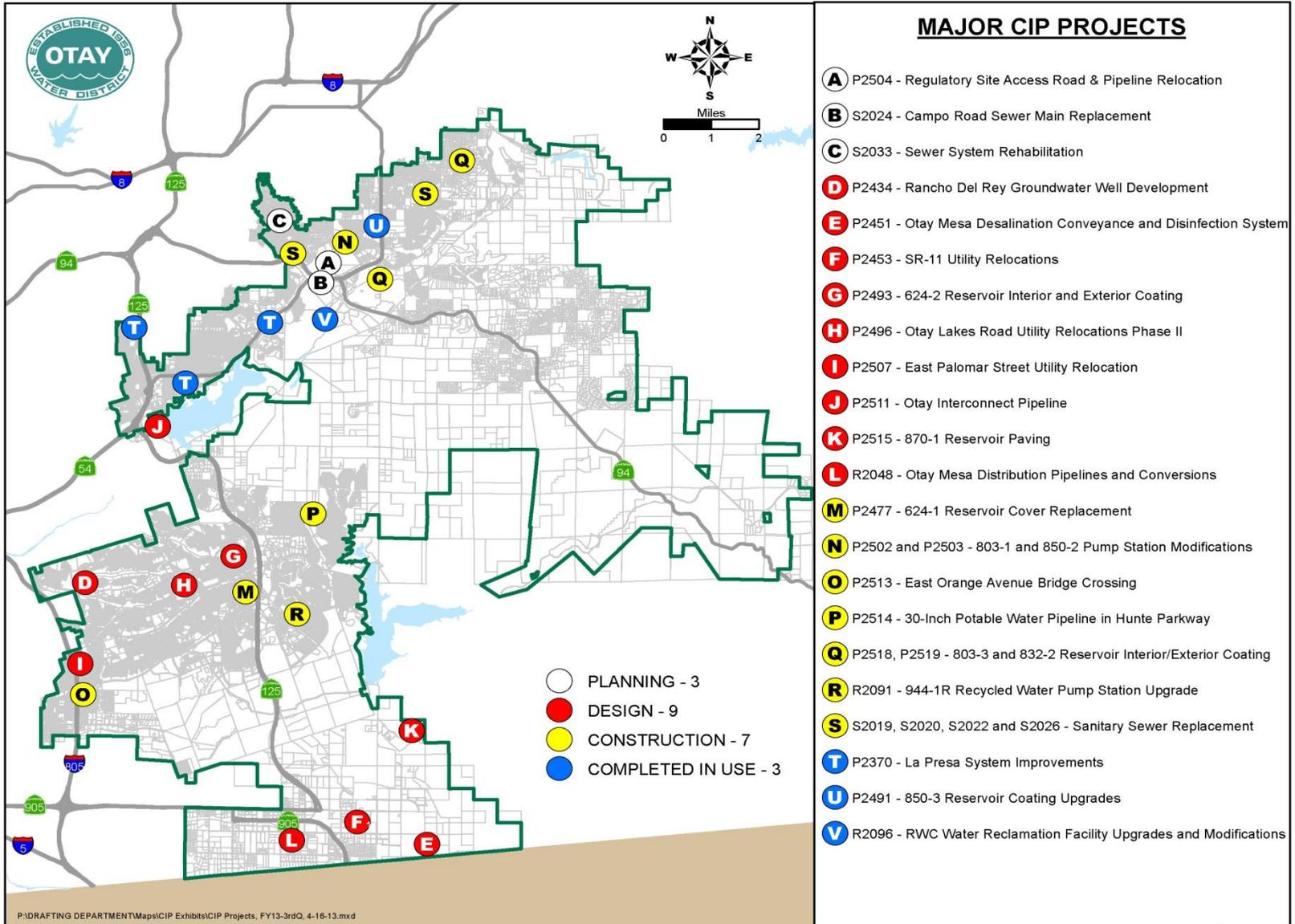
Fiscal Year 2013 Third Quarter Update (\$1,000)

CIP CAT	Description	FY 2013 Budget	FY 2013 Expenditures	% FY 2013 Budget Spent	Total Life-to- Date Budget	Total Life-to-Date Expenditures	% Life-to- Date Budget Spent
1	Capital Facilities	\$7,588	\$3,554	47%	\$111,138	\$42,612	38%
2	Replacement/ Renewal	\$9,559	\$3,855	40%	\$59,506	\$29,165	49%
3	Capital Purchases	\$794	\$407	51%	\$14,222	\$8,966	63%
4	Developer Reimbursement	\$53	\$0	0%	\$6,513	\$1	0%
	Total:	\$17,994	\$7,816	43%	\$191,379	\$80,744	42%

Fiscal Year 2013 Third Quarter CIP Budget Forecast vs. Expenditures



District Map of Major CIP Projects



CIP Projects in Construction

- Calavo Gardens Sewer Rehabilitation (S2019, S2020, S2022, S2026)
- Replacement of 4,500 Linear Feet of Sewer
- Manhole Rehabilitation/Replacement
- Capacity Upgrades
- New Flow Control and Diversion Vault for Calavo Lift Station
- \$3.35M Budget
- Start: February 2012
- Estimated Completion: May 2013



Above: Excavation for sewer at Rancho San Diego Shopping Center



Left: Construction of Sewer Diversion Vault Structure along Avocado Boulevard

CIP Projects in Construction

- Reservoir 624-I Floating Cover Replacement (P2477)
- Install New Reinforced Polypropylene Geomembrane Floating Reservoir Cover
- \$1.0M Budget
- Start: November 2012
- Estimated Completion: June 2013



624-I Reservoir Construction

Contractor Temporarily Demobilized during March

CIP Projects in Construction

- Hunte Parkway 30-Inch Potable Pipeline (P2514)
- Installation of 2,250 LF of Polyurethane Coated Steel Pipe
- \$1.69M Budget
- Start: April 2012
- Substantial Completion: March 2013



Above: North End Tie-In
(Golf Course)

Left: South End Tie-In
(Proctor Valley Road)

CIP Projects in Construction

- Orange Avenue/I-805 12” Potable Water Installation (P2513)
- Installation of New 12” Water Line To Replace The Palomar Avenue Line During Palomar Bridge Replacement By Caltrans
- \$1.30M Budget
- Start: January 2013
- Estimated Completion: August 2013



12” PVC Pipe Installation Along Orange Avenue
East of I-805

CIP Projects in Construction

- 803-3 & 832-2 Reservoir Interior/Exterior Coating & Upgrades(P2518/P2519)
- Remove and Replace Deteriorating Reservoir Coatings
- Structural Modifications Including Level Indicator Replacement and Anode Replacement
- \$1.53M Budget
- Start: March 2013
- Estimated Completion: August 2013



803-3 Reservoir

Blast Track Unit on Roof of Reservoir

Construction Contract Status

CIP NO.	PROJECT TITLE	CONTRACTOR	BASE BID AMOUNT	CONTRACT AMOUNT W/ ALLOWANCES	NET CHANGE ORDERS LTD*		% CHANGE ORDERS W/ ALLOWANCE CREDIT**
					PROJECT TOTAL	%	
R2091	944-1R Recycled Pump Station Upgrade & System Enhancements	Sepulveda	\$1,099,423	\$1,162,423	\$0	0.0%	-1.1%
R2096	RWCWRF Upgrades	Newest	\$3,349,000	\$3,499,000	\$72,807	2.2%	0.5%
P2370	La Presa System Improvements	TC Construction	\$938,995	\$978,995	\$82,548	8.8%	6.4%
S2019/S2020/ S2022/S2026	Calavo Gardens Sewer Rehabilitation	Garcia Juarez Construction	\$2,232,275	\$2,316,275	\$62,960	2.8%	0.4%
P2491	850-3 Reservoir Coating	Advanced Industrial Services	\$273,300	\$293,300	\$400	0.1%	0.1%
P2514	30-Inch Potable Pipeline in Hunte Parkway	Sepulveda	\$1,172,257	\$1,212,257	\$109,223	9.3%	7.4%
P2477	Reservoir 624-1 Cover Replacement	Layfield	\$457,050	\$497,050	\$183,026	40.0%	28.8%
P2513	Orange Avenue/I-805 12" Potable Water Installation	Basile	\$767,000	\$872,000	\$0	0.0%	-10.9%
P2518/P2519	803-3 & 832-2 Reservoir Coating	Advanced Industrial Services	\$876,900	\$946,900	\$0	0.0%	-7.4%
TOTALS:			\$11,166,200	\$11,778,200	\$510,964	4.6%	1.2%

*NET CHANGE ORDERS DO NOT INCLUDE ALLOWANCE ITEM CREDITS. IT'S A TRUE CHANGE ORDER PERCENTAGE FOR THE PROJECT

**THIS CHANGE ORDER RATE INCLUDES THE CREDIT FOR UNUSED ALLOWANCES

Consultant Contract Status

Consultant	CIP No.	Project Title	Original Contract Amount	Total Change Orders	Revised Contract Amount	Approved Payment To Date	% Change Orders	% Project Complete	Date of Signed Contract	End Date of Contract
PLANNING										
ARCADIS U.S., INC.	Varies	WASTEWATER MANAGEMENT PLAN FY12-13	\$ 349,979.36	\$ -	\$ 349,979.36	\$ 339,972.94	0.0%	97.1%	8/3/2011	6/30/2013
NARASIMHAN CONSULTING	Varies	HYDRAULIC MODELING SERVICES	\$ 175,000.00	\$ -	\$ 175,000.00	\$ 58,099.50	0.0%	33.2%	5/2/2011	6/30/2013
TRAN CONSULTING ENGINEERS	S1201	SANITARY SEWER CCTV INSPECTION AND CONDITION ASSESSMENT	\$ 560,025.00	\$ -	\$ 560,025.00	\$ 549,013.25	0.0%	98.0%	1/20/2010	6/30/2013
DESIGN										
AECOM	P2451	OTAY MESA CONVEYANCE AND DISINFECTION SYSTEM (DESIGN ENGINEER)	\$ 3,910,297.00	\$ -	\$ 3,910,297.00	\$ 103,648.33	0.0%	2.7%	1/3/2011	6/30/2016
AEGIS ENGINEERING MGMT INC	VARIES	AS-NEEDED DESIGN SERVICES FY13-14	\$ 300,000.00	\$ -	\$ 300,000.00	\$ -	0.0%	0.0%	11/1/2012	6/30/2014
ARCADIS U.S., INC.	P2434, P2511	VALUE ENGINEERING AND CONSTRUCTIBILITY REVIEW	\$ 153,628.00	\$ -	\$ 153,628.00	\$ 63,328.73	0.0%	41.2%	1/18/2012	6/30/2014
ATKINS	Varies	AS-NEEDED ENGINEERING DESIGN SERVICES FY12-13	\$ 175,000.00	\$ -	\$ 175,000.00	\$ 143,499.90	0.0%	82.0%	10/25/2011	6/30/2013
BSE ENGINEERING INC	Varies	AS-NEEDED ELECTRICAL SERVICES	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -	0.0%	0.0%	6/1/2012	6/30/2014
DARNELL & ASSOCIATES	Varies	AS-NEEDED TRAFFIC ENGINEERING SERVICES	\$ 175,000.00	\$ 49,330.00	\$ 224,330.00	\$ 224,117.50	28.2%	99.9%	1/20/2010	12/31/2012 COMPLETE
DARNELL & ASSOCIATES	Varies	AS-NEEDED TRAFFIC ENGINEERING SERVICES	\$ 125,000.00	\$ -	\$ 125,000.00	\$ -	0.0%	0.0%	6/12/2012	6/30/2014
ENGINEERING PARTNERS INC, THE	Varies	AS-NEEDED ELECTRICAL DESIGN SERVICES	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 93,580.00	0.0%	93.6%	10/7/2009	4/30/2013
HECTOR MARES-COSSIO	P2451	OTAY MESA CONVEYANCE AND DISINFECTION SYSTEM (BINATIONAL WATER AND RELATED ISSUES)	\$ 45,000.00	\$ -	\$ 45,000.00	\$ 43,200.00	0.0%	96.0%	2/9/2011	12/31/2012 COMPLETE
HECTOR MARES-COSSIO	P2451	OTAY MESA CONVEYANCE AND DISINFECTION SYSTEM (BINATIONAL WATER AND RELATED ISSUES)	\$ 11,250.00	\$ -	\$ 11,250.00	\$ 7,200.00	0.0%	64.0%	1/1/2013	3/31/2013
LEE & RO INC	Varies	AS-NEEDED ENGINEERING DESIGN SERVICES	\$ 175,000.00	\$ 23,660.00	\$ 198,660.00	\$ 198,535.07	13.5%	99.9%	6/30/2010	6/30/2013



Consultant Contract Status

Consultant	CIP No.	Project Title	Original Contract Amount	Total Change Orders	Revised Contract Amount	Approved Payment To Date	% Change Orders	% Project Complete	Date of Signed Contract	End Date of Contract
LEE & RO INC	P2511	OTAY INTERCONNECT PIPELINE	\$ 2,769,119.00	\$ -	\$ 2,769,119.00	\$ 922,260.89	0.0%	33.3%	11/4/2010	12/31/2015
MICHAEL D.KEAGY REAL ESTATE	VARIES	AS-NEEDED APPRAISAL SERVICES FY13-14	\$ 45,000.00	\$ -	\$ 45,000.00	\$ -	0.0%	0.0%	9/5/2012	6/30/2014
MTGL INC.	Varies	AS-NEEDED GEOTECHNICAL CONSULTING SERVICES	\$ 175,000.00	\$ -	\$ 175,000.00	\$ 150,784.80	0.0%	86.2%	6/23/2010	6/30/2013
MWH AMERICAS INC.	R2096	RWCWRF UPGRADE PROJECT (DESIGN ENGINEER)	\$ 458,813.00	\$ 143,548.00	\$ 602,361.00	\$ 590,028.65	31.3%	98.0%	10/14/2009	6/30/2013
SILVA SILVA CONSULTING	P2451	OTAY MESA CONVEYANCE AND DISINFECTION SYSTEM (BINATIONAL WATER AND RELATED ISSUES)	\$ 104,000.00	\$ -	\$ 104,000.00	\$ 40,000.00	0.0%	38.5%	5/1/2012	6/30/2014
SOUTHERN CALIFORNIA SOIL	VARIES	GEOTECHNICAL SERVICES FY13-15	\$ 175,000.00	\$ -	\$ 175,000.00	\$ -	0.0%	0.0%	12/10/2012	6/30/2015
TETRA TECH, INC	P2434	RANCHO DEL REY WELL - PHASE 2	\$ 724,493.50	\$ 23,749.00	\$ 748,242.50	\$ 404,445.17	3.3%	54.1%	4/21/2011	12/31/2014
UTILITY SERVICE COMPANY INC	Varies	AS-NEEDED SURVEYING SERVICES	\$ 11,700.00	\$ -	\$ 11,700.00	\$ 11,700.00	0.0%	100.0%	4/16/2012	8/31/2012 COMPLETE
V & A CONSULTING	Varies	PROFESSIONAL CORROSION SERVICES FY12-13	\$ 392,729.00	\$ -	\$ 392,729.00	\$ 170,312.40	0.0%	43.4%	6/23/2011	6/30/2013
CONSTRUCTION SERVICES										
ALTA LAND SURVEYING, INC.	Varies	AS-NEEDED SURVEYING SERVICES	\$ 175,000.00	\$ -	\$ 175,000.00	\$ 117,288.75	0.0%	67.0%	8/15/2011	6/30/2013
ALYSON CONSULTING	VARIES	CONSTRUCTION MGMT/INSPECTION FY13-15	\$ 350,000.00	\$ -	\$ 350,000.00	\$ 37,950.00	0.0%	10.8%	10/24/2012	6/30/2015
RBF CONSULTING	R2058, R2077, R2087	OTAY MESA RECYCLED WATER SUPPLY LINK (CONSTRUCTION MANAGEMENT)	\$ 708,560.00		\$ 708,560.00	\$ 13,960.00	0.0%	2.0%	3/24/2010	12/31/2012 COMPLETE
SAIC ENERGY, ENVIRONMENT & INFRASTRUCTURES, LLC	R2096	RWCWRF UPGRADE PROJECT (CONSTRUCTION MANAGEMENT)	\$ 359,013.32	\$ 34,551.52	\$ 393,564.84	\$ 393,564.84	9.6%	100.0%	8/15/2011	9/30/2012 COMPLETE
VALLEY CONSTRUCTION MANAGEMENT	Varies	AS-NEEDED CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FY12-13	\$ 175,000.00	\$ -	\$ 175,000.00	\$ 103,870.00	0.0%	59.4%	10/25/2011	6/30/2013
ENVIRONMENTAL										
A.D. HINSHAW	Varies	CONSULTING SERVICES FOR JWA's CEQA	\$ 34,625.25	\$ -	\$ 34,625.25	\$ 8,500.51	0.0%	24.6%	3/25/2010	6/30/2014
ICF INTERNATIONAL (aka JONES & STOKES ASSOCIATES)	Varies	AS-NEEDED ENVIRONMENTAL CONSULTING SERVICES	\$ 375,000.00	\$ -	\$ 375,000.00	\$ 225,648.44	0.0%	60.2%	9/9/2010	6/30/2013



Consultant Contract Status

Consultant	CIP No.	Project Title	Original Contract Amount	Total Change Orders	Revised Contract Amount	Approved Payment To Date	% Change Orders	% Project Complete	Date of Signed Contract	End Date of Contract
MERKEL & ASSOCIATES	Varies	SAN MIGUEL HABITAT MANAGEMENT AREA AND CIP-ASSOCIATED MITIGATION PROJECTS	\$ 359,079.00	\$ -	\$ 359,079.00	\$ 125,572.99	0.0%	35.0%	12/14/2011	12/31/2014
RECON	P2494	PREPARATION OF THE SUBAREA PLAN	\$ 270,853.00	\$ -	\$ 270,853.00	\$ 190,221.86	0.0%	70.2%	3/28/2008	6/30/2015
TECHNOLOGY ASSOCIATES	P2494	CONSULTING SERVICES FOR JWA's NCCP	\$ 34,625.25	\$ 41,825.26	\$ 76,450.51	\$ 42,422.49	120.8%	55.5%	4/5/2010	6/30/2013
THE RICK ALEXANDAR COMPANY (TRAC)	P2494	CONSULTING SERVICES FOR JWA's NCCP	\$ 20,201.75	\$ -	\$ 20,201.75	\$ 14,450.22	0.0%	71.5%	3/17/2010	6/30/2013
WATER RESOURCES										
MICHAEL R. WELCH	P2481	ENGINEERING PLANNING SVCS.	\$ 40,000.00	\$ -	\$ 40,000.00	\$ 29,295.00	0.0%	73.2%	3/25/2009	6/30/2013
PUBLIC SERVICES										
AEGIS ENGINEERING MANAGEMENT	Varies	RECYCLED WATER PLAN CHECKING, RETROFIT, AND INSPECTION SERVICES FOR DEVELOPER PROJECTS	\$ 300,000.00	\$ -	\$ 300,000.00	\$ 262,428.34	0.0%	87.5%	1/20/2010	6/30/2013
AEGIS ENGINEERING MANAGEMENT	Varies	RECYCLED WATER PLAN CHECKING, RETROFIT, AND INSPECTION SERVICES FOR DEVELOPER PROJECTS	\$ 300,000.00	\$ -	\$ 300,000.00	\$ 225,177.05	0.0%	75.1%	11/24/2010	6/30/2013
TOTALS:			\$ 14,712,991.43	\$ 316,663.78	\$ 15,029,655.21	\$ 5,904,077.62	2.2%			



QUESTIONS?



AGENDA ITEM 10

STAFF REPORT

TYPE		MEETING			
MEETING:	Regular Board	DATE:	June 5, 2013		
SUBMITTED	Mark Watton	W.O./G.F.	N/A	DIV.	N/A
BY:	General Manager	NO:		NO.	
APPROVED BY:	<input checked="" type="checkbox"/> Mark Watton, General Manager				
SUBJECT:	General Manager's Report				

ADMINISTRATIVE SERVICES:

Water Conservation and School Education:

- Landscape Contest Awards Ceremony - The 9th annual Landscape Contest Awards Ceremony was held on Saturday, May 18th, at the Water Conservation Garden. Director Mitch Thompson presented a "Best In District" Landscape Contest Winner's Certificate to John and GERALYN Orcutt of Chula Vista. Otay is one of the founding water agencies and has participated in the residential landscape contest since 2005. Participating water agencies this year included: Helix WD, Olivenhain MWD, Padre Dam MWD, San Diego Public Utilities Department, San Dieguito WD, Sweetwater Authority, Vallecitos WD, and Vista ID.
- Water Management Certification Program - CWA acquired \$350,000 in grants from the California Public Utilities Commission and DWR's Proposition 50 to initiate a commercial Water Management Certification Program that will be available June 2013. The program will fund best management practices to reduce irrigation resulting in water and embedded energy savings. To insure the most water efficient installation of irrigation components, a partnership with the California Landscape Contractors Association (CLCA) has been formed and a C-27 state landscape contractor's license is recommended to participate in CWA's newest commercial incentive program. The District will provide program information and refer interested contractors to CWA for participation.
- Sea World's Aquatica - Aquatica, a family themed water park, scheduled an open house event on Friday, May 31st at the former

Knott's Soak City water park in Chula Vista. Sea World acquired the property and has transformed the site into a family-oriented water park emphasizing water based recreational activities. The water park will be open during the spring and summer months.

- Upcoming Events:

- o Free California Friendly Residential Landscape Class: Saturday, August 10, 2013, 8:30 am - 12:00 pm, Bonita Library; jointly sponsored by Otay Water District and Sweetwater Authority.

Human Resources:

- Employee Picnic and Holiday Parties Scheduled - Please mark your calendars to attend our Picnic and Holiday Party. The Picnic will be held at Santee Lakes on September 7th from 11:00 a.m. - 4:00 p.m. and the Holiday Party will be held at Marina Village on December 7th from 6:30 p.m. - 11:30 p.m.
- Employee ID Cards and RFID Stickers - The District recently consolidated the individual employee ID card and door access card into a single unit and all employees were reissued the new identification. This will require employees to have their ID cards with them in order to access FOB controlled doors and gates.
- Recruitments - HR is in the process of recruiting for a Safety and Security Specialist, Construction Inspector, and Equipment Mechanic II.
- New Hires/Promotions - We had one new hire in the month of May: Construction Inspector II.

Safety and Security:

- WebEOC Golden Guardian 2013 Exercise - On May 22nd, the District participated in a tabletop exercise hosted by the County Water Authority. Along with about half a dozen other agencies, Otay convened our Emergency Operations Center (EOC) and participated in the exercise, which included reviewing/updating of staffing, equipment, and the overall operation of the EOC.

Purchasing and Facilities:

- Purchase Orders - There were 67 purchase orders processed in May 2013 for a total of \$373,075.93.

INFORMATION TECHNOLOGY AND STRATEGIC PLANNING:

- Pipeline Assessment Certification Program (PACP) - IT and Operations staff recently completed a 3-day certification program covering pipeline maintenance and management best practices. PACP is a nationally recognized standard for the assessment and rehabilitation of underground infrastructure. The PACP standard is recognized and used by the Operations group POSM CCTV sewer video inspection system and Cityworks, the District's future work order system.
- Website Migration - IT has completed the on-premise to hosted migration of Otay's website. The hosted platform will provide Otay's website with greater redundancy, performance and security. In addition, there's an expected cost of ownership savings with the website operating on external equipment and being monitored 24/7 by the service provider.
- Special Assessment - IT is working with Customer Service on the yearly effort of Special Assessments. Included in this effort is the linking of newly identified parcels to the District's Eden financial system and validating the existing customer list.
- Meraki Wireless (Wi-Fi) Guest & Production Access Points - IT recently upgraded the legacy wireless access points throughout the Administrative building with Meraki Wireless LAN Access Points and Cloud Management Technology. The Meraki access points have been deployed in the District's Admin, General Manager's, Engineering, Customer Service and Finance areas. In addition, for network security protection, IT created guest and production wireless segments. Guest access will be used by visitors needing Internet service and Production for staff requiring access to District application services via network authentication.

FINANCE:

- Meter Reading Mobile Collection Devices - Staff will be piloting two new mobile meter reading collection devices. These new devices are equipped to collect and transmit meter reads through a cellular connection and do not require the use of software, unlike our current meter collection technology. Customer Service and Operations staff will work together to test the efficiency and effectiveness of these devices that can be placed in any District vehicle, allowing for a more frequent collection of meter reads as staff travels throughout the District.
- 2004 Certificates of Participation (COPS) Refinancing - Staff has worked with the financial advisor and bond counsel to

complete the bond sale for the bond refinancing. The final savings associated with the refinancing is calculated to be \$763,000, 7.5% over the remaining 10 years debt service. This exceeds staff's estimated savings of \$700,000 or 7.0%. The final Official Statement is scheduled to be printed on May 23, 2013 and the closing date for the refinancing is scheduled to be held on June 6, 2013.

- Financial Reporting:

- o For the ten months ended April 30, 2013, there are total revenues of \$67,403,324 and total expenses of \$67,354,350. The revenues exceeded expenses by \$351,721.
- o The market value shown in the Portfolio Summary and in the Investment Portfolio Details as of April 30, 2013 total \$82,814,468.72 with an average yield to maturity of 0.380%. The total earnings year-to-date are \$297,981.89.

ENGINEERING AND WATER OPERATIONS:

Engineering:

- **California Water Environment Association - San Diego Section:** The California Water Environment Association - San Diego Section (CWEA-SD) will host a meeting on June 20 at 7:30AM in the Otay Water District training room. Presentations on the Rosarito Desalination Project and the improvements made to the Ralph W. Chapman Water Reclamation Facility (Chapman Facility) to reduce nitrogen will be provided along with a tour of the Chapman Facility.
- **Regulatory Site Access Road:** This project will improve the existing access road from the Sheriff substation to the reservoir site. The San Miguel Fire Department is negotiating with the County to accept this access road as a substitute for the Campo Road deceleration lane requirement in their Major Use Permit. Staff filed a Mitigated Negative Declaration (MND) on the access road project on May 1, 2013 and is working with the County to develop the easement documents. Staff is also working with the Skyline Church on a joint maintenance agreement. After acceptance of the MND by the Board in July, staff will be applying for a grading permit with the County and a Joint Use Agreement with the Water Authority for the road encroachment within their easement. (P2504)
- **Rosarito Desalination Project:** Consolidated Water recently completed a sea water reverse osmosis plant in Bali, Indonesia and has begun delivering water to a resort customer. The project, which has a production capacity of 250,000 GPD, can be

expanded to 1.6 MGD and includes a potable water storage tank, distribution piping, and supporting infrastructure. This project demonstrates their ability to expand their business model beyond their traditional Caribbean markets. (P2451)

- **North District - South District Interconnection System:** This project consists of installing approximately 5.2 miles of 30-inch diameter pipe from H Street in Chula Vista to Paradise Valley Road in Spring Valley. With the support of Supervisor Cox, staff has resumed work on the Corral Canyon alignment. Staff plans to present to three community groups in early June (Bonita Highlands HOA, Sweetwater Community Planning Group, and Sweetwater Valley Civic Association June 4th, 5th, and 11th, respectively). As a follow up to the Notice of Preparation, a public scoping meeting was held on August 29, 2011, staff plans to issue the Environmental Impact Report for public comment on June 12, 2013. (P2511)
- **30-Inch, 980 Zone, Hunte Parkway - Proctor Valley/Use Area:** This project consists of the installation of approximately 2,240 linear-feet of 30-inch steel pipe and appurtenances on Hunte Parkway at Proctor Valley Road, at the entrance to the Salt Creek Golf Course, in the City of Chula Vista. The Contractor, Sepulveda Construction, completed installation of the 30-inch water line and placed the line into service on March 19, 2013. Punch list work is complete. Sepulveda submitted additional change requests for extended overhead and traffic control delays on the project. Staff is currently evaluating the merit of these requests based on the information submitted. (P2514)
- **944-1R Recycled Water Pump Station Upgrades and System Enhancement:** This project consists of the installation of a new pump, reconfiguration of the suction header piping, upgrades to the instrumentation, SCADA system, and equipment at the 944-1R pump station. The project also includes the installation of three (3) Pressure Reducing Stations (PRS) on Olympic Parkway, Eastlake Parkway, and Otay Lakes Road. Notice of Substantial Completion was issued for the project as of August 3, 2012. The Contractor, Sepulveda Construction, submitted several Change Order requests subsequent to the Notice of Substantial Completion. Staff met with Sepulveda Construction on March 19, 2013 and has finalized the evaluation of these requests to determine the amount of entitlement for the submitted requests. Staff will be bringing a Change Order to the Board for consideration as part of the closing out this project. (R2091)
- **Avocado, Louisa, Calavo, Challenge, Hidden Mesa Sanitary Sewer Replacement:** This project consists of replacing approximately 4,500 linear-feet of sewer pipeline in Avocado Boulevard and

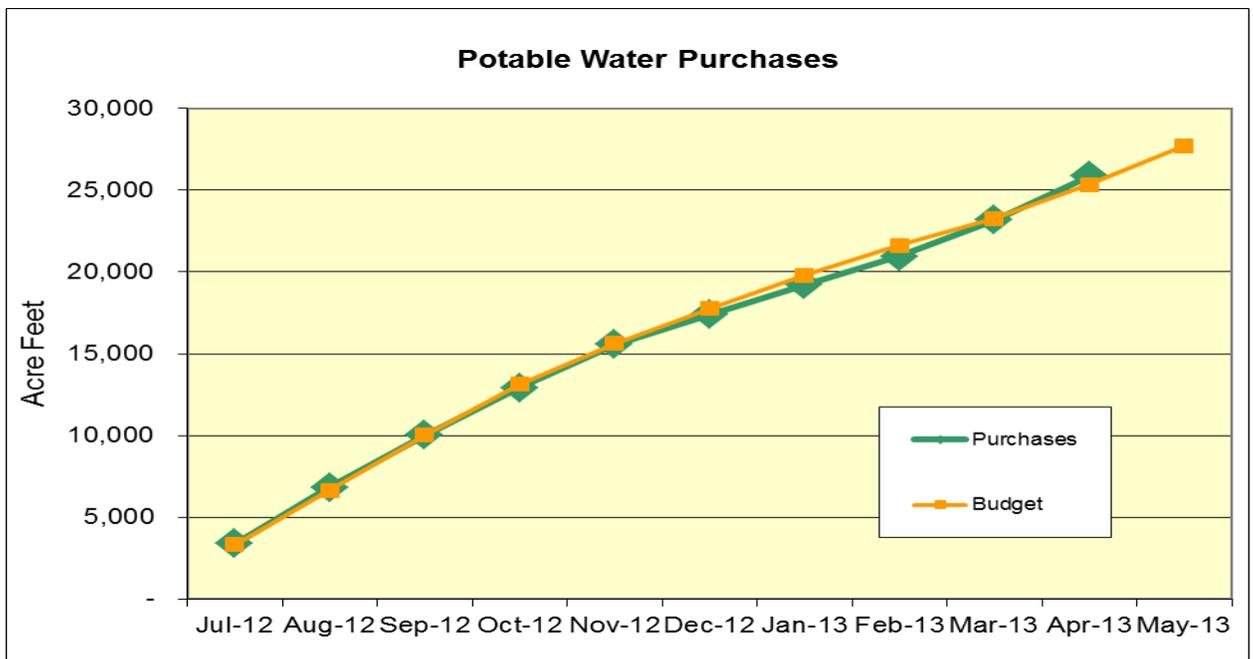
neighboring residential streets. The Contractor, Garcia Juarez, has completed the installation of the sewer pipeline, construction of the diversion vault, and the tie-in to the Calavo Lift Station. Substantial completion was granted on May 20, 2013. Remaining work consists of final punch list items. Project is within budget. (S2019, S2020, S2022, S2026)

- **624-1 Reservoir Cover Replacement:** This project consists of replacing the floating cover on the 624-1 Reservoir. The existing cover is at the end of its useful life and in need of replacement. Work to install the new liner is complete and the installation of the new cover is nearing completion. Overall work on the project is approximately 75% complete. Project is within budget and construction is anticipated to be complete in June 2013. (P2477)
- **12-Inch Potable Water Pipeline, East Orange Avenue, I-805 Crossing:** This project consists of the installation of approximately 1,915 linear-feet of 12-inch steel and PVC pipe along with the associated appurtenances from the intersection of Melrose Avenue and Orange Avenue, east across the I-805 overpass, to the intersection of Olympic Parkway and Oleander Avenue in Chula Vista. This new pipeline is needed to meet fire flow requirements while Caltrans reconstructs the Palomar Bridge overpass, which contains a 10-inch pipeline that will be temporarily out of service. The Contractor, Basile Construction, has installed the 12-inch PVC pipe on both the east and west ends of the project including areas within the Caltrans right-of-way. Installation of the pipe within the I-805/Orange Avenue Bridge has begun. Caltrans has asked the District to accelerate the construction of the water line work and Caltrans has agreed to compensate the District for the project acceleration costs. A utility agreement will be initiated between Caltrans and the District for this work. Overall work on the project is 60% complete. Project is within budget, and anticipated to be complete in August 2013. (P2513)
- **803-3 & 832-2 Reservoirs Interior/Exterior Coatings and Upgrades:** This project consists of removing and replacing the interior and exterior coatings of the 2.0 MG 803-3 Reservoir and the 2.0 MG 832-2 MG Reservoir, along with providing structural upgrades to ensure the tanks comply with both State and Federal OSHA standards as well as American Water Works Association and County Health Department standards. The Contractor, Advanced Industrial Services (AIS), is nearing completion on the 803-3 Reservoir. The work consists of blasting, priming, and coating the reservoir along with some minor structural repairs. Work has begun on the 832-2 Reservoir. Project is within budget and anticipated to be complete in August 2013. (P2518 & P2519)

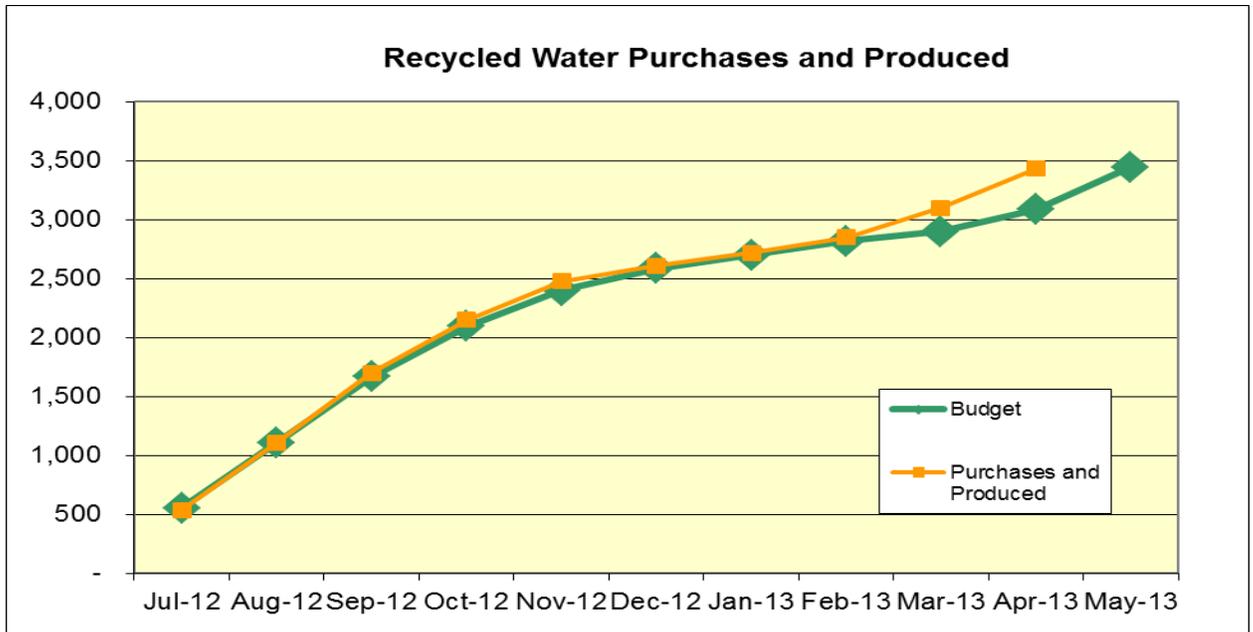
- 624-2 Reservoir Interior/Exterior Coatings and Upgrades and 458-2 Reservoir Interior Coating and Upgrades:** This project consists of removing and replacing the interior and exterior coating of the 8.0 MG 624-2 Reservoir and the interior coating of the 1.8 MG 458-2 MG Reservoir, along with providing structural upgrades to ensure the tanks comply with both State and Federal OSHA standards as well as the American Water Works Association and County Health Department standards. As part of the design process, a steel tank evaluation will be performed by Coating Specialists and Inspection Services, Inc. (CSI Services). Project is within budget and anticipated to be advertised for bid in mid-July 2013. (P2493 & P2535)
- For the month of April 2013, the District sold 31 meters (35.5 EDUs) generating \$325,501 in revenue. Projection for this period was 27.6 meters (36.6 EDUs) with budgeted revenue of \$331,005. Total revenue for Fiscal Year 2013 through April 2013 is \$2,674,728 against the annual budget of \$3,972,064.

Water Operations:

- Total number of potable water meters is 49,013.
- The April potable water purchases were 2,680.9 acre-feet which is 29.2% above the budget of 2,074.4 acre-feet. The cumulative purchases through April is 25,869.3, acre-feet which is 2.1% above the cumulative budget of 25,344.0 acre-feet.



- The April recycled water purchases and production was 330.6 acre-feet which is 76.7% above the budget of 187.1 acre-feet. The cumulative production and purchases through April is 3,430.7 acre-feet which is 11.2% above the cumulative budget of 3,084.8 acre-feet.



- Recycled water consumption for the month of April is as follows:

Total consumption was 606.6 acre-feet or 99,858,748 gallons and the average daily consumption was 3,328,625 gallons per day.

Total recycled water consumption as of April for FY 2013 is 3672.6 acre-feet.

Total number of recycled water meters is 708.

- Wastewater flows for the month of April were as follows:
 - Total basin flow, gallons per day: 1,748,662.
 - Spring Valley Sanitation District Flow to Metro, gallons per day: 577,334.
 - Total Otay flow, gallons per day: 1,165,395.
 - Flow Processed at the Ralph W. Chapman Water Recycling Facility, gallons per day: 1,094,589.
 - Flow to Metro from Otay Water District, gallons per day: 76,739.
- By the end of April there were 6,084 wastewater connections/EDUs.

OTAY WATER DISTRICT
COMPARATIVE BUDGET SUMMARY
 FOR TEN MONTHS ENDED APRIL 30, 2013

	Annual Budget	YTD Actual	YTD Budget	YTD Variance	Var %
REVENUES:					
Water Sales	\$ 39,110,200	\$ 32,074,083	\$ 31,729,400	\$ 344,683	1.1%
Energy Charges	1,809,500	1,609,406	1,525,600	83,806	5.5%
System Charges	10,328,400	8,472,350	8,466,600	5,750	0.1%
MWD & CWA Fixed Charges	9,705,800	8,169,879	8,123,200	46,679	0.6%
Penalties	800,500	678,619	673,200	5,419	0.8%
Total Water Sales	<u>61,754,400</u>	<u>51,004,336</u>	<u>50,518,000</u>	<u>486,336</u>	<u>1.0%</u>
Recycled Water Sales	7,702,400	6,406,669	6,126,100	280,569	4.6%
Sewer Charges	2,555,200	2,163,809	2,134,900	28,909	1.4%
Meter Fees	112,200	93,873	93,500	373	0.4%
Capacity Fee Revenues	1,180,600	970,031	983,800	(13,769)	(1.4%)
Betterment Fees for Maintenance	689,400	483,982	524,500	(40,518)	(7.7%)
Non-Operating Revenues	1,914,300	1,556,844	1,570,600	(13,756)	(0.9%)
Tax Revenues	3,882,600	3,006,345	3,132,900	(126,555)	(4.0%)
Interest	105,700	51,356	78,100	(26,744)	(34.2%)
Transfer from OPEB	879,500	732,900	732,900	-	0.0%
General Fund Draw Down	946,900	789,100	789,100	-	0.0%
Transfer from General Fund	595,000	495,800	495,800	-	0.0%
Total Revenues	<u>\$ 82,318,200</u>	<u>\$ 67,755,045</u>	<u>\$ 67,180,200</u>	<u>\$ 574,845</u>	<u>0.9%</u>
EXPENSES:					
Potable Water Purchases	\$ 30,552,200	\$ 25,528,771	\$ 25,216,250	\$ (312,521)	(1.2%)
Recycled Water Purchases	1,504,000	1,137,227	1,186,900	49,673	4.2%
CWA-Infrastructure Access Charge	1,818,000	1,511,562	1,511,400	(162)	(0.0%)
CWA-Customer Service Charge	1,687,800	1,401,073	1,400,600	(473)	(0.0%)
CWA-Emergency Storage Charge	4,086,000	3,361,581	3,361,200	(381)	(0.0%)
MWD-Capacity Res Charge	504,000	426,433	426,600	167	0.0%
MWD-Readiness to Serve Charge	1,610,400	1,341,425	1,342,000	575	0.0%
Subtotal Water Purchases	<u>41,762,400</u>	<u>34,708,072</u>	<u>34,444,950</u>	<u>(263,122)</u>	<u>(0.8%)</u>
Power Charges	2,368,000	1,982,789	1,960,900	(21,889)	(1.1%)
Payroll & Related Costs	18,856,200	15,353,431	15,842,589	489,158	3.1%
Material & Maintenance	3,747,900	3,015,849	3,033,016	17,167	0.6%
Administrative Expenses	4,424,900	3,179,914	3,297,177	117,263	3.6%
Legal Fees	380,000	180,969	306,667	125,697	41.0%
Expansion Reserve	3,936,000	3,280,000	3,280,000	-	0.0%
Betterment Reserve	1,120,000	933,300	933,300	-	0.0%
Replacement Reserve	743,000	619,200	619,200	-	0.0%
Transfer to Sewer Fund Reserve	595,000	495,800	495,800	-	0.0%
Transfer to General Fund Reserve	2,285,800	1,904,800	1,904,800	-	0.0%
Transfer to Sewer Replacement	2,099,000	1,749,200	1,749,200	-	0.0%
Total Expenses	<u>\$ 82,318,200</u>	<u>\$ 67,403,324</u>	<u>\$ 67,867,599</u>	<u>\$ 464,275</u>	<u>0.7%</u>
EXCESS REVENUES(EXPENSE)	<u>\$ -</u>	<u>\$ 351,721</u>	<u>\$ (687,399)</u>	<u>\$ 1,039,120</u>	

OTAY
Portfolio Management
Portfolio Summary
April 30, 2013

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Federal Agency Issues- Callable	50,735,000.00	50,762,852.10	50,736,109.76	62.16	875	719	0.396	0.401
Certificates of Deposit - Bank	81,326.80	81,326.80	81,326.80	0.10	731	266	0.280	0.284
Local Agency Investment Fund (LAIF)	10,614,726.66	10,625,538.82	10,614,726.66	13.01	1	1	0.260	0.264
San Diego County Pool	20,187,513.74	20,088,888.92	20,187,513.74	24.73	1	1	0.403	0.409
Investments	81,618,567.20	81,558,606.64	81,619,676.96	100.00%	545	448	0.380	0.385
Cash								
Passbook/Checking (not included in yield calculations)	1,255,862.08	1,255,862.08	1,255,862.08		1	1	0.226	0.229
Total Cash and Investments	82,874,429.28	82,814,468.72	82,875,539.04		545	448	0.380	0.385

Total Earnings	April 30 Month Ending	Fiscal Year To Date
Current Year	24,922.52	297,981.89
Average Daily Balance	82,602,326.90	84,900,148.86
Effective Rate of Return	0.37%	0.42%

I hereby certify that the investments contained in this report are made in accordance with the District Investment Policy Number 27 adopted by the Board of Directors on September 6, 2006. The market value information provided by Interactive Data Corporation. The investments provide sufficient liquidity to meet the cash flow requirements of the District for the next six months of expenditures.



 Joseph Beachem, Chief Financial Officer

5-21-13

**OTAY WATER DISTRICT
INVESTMENT PORTFOLIO REVIEW
April 30, 2013**

INVESTMENT OVERVIEW & MARKET STATUS:

The federal funds rate has remained constant now for over 4 years. On December 16, 2008, at the Federal Reserve Board's regular scheduled meeting, the federal funds rate was lowered from 1.00% to "a target range of between Zero and 0.25%" in response to the nation's ongoing financial crisis, as well as banking industry pressure to ease credit and stimulate the economy. This marked the ninth reduction in a row since September 18, 2007, when the rate was 5.25%. There have been no further changes made to the federal funds rate at the Federal Reserve Board's subsequent regular scheduled meetings, the most recent of which was held on May 1st, 2013. They went on to say: *"The Committee decided to keep the target range for the federal funds rate at 0 to 1/4 percent and currently anticipates that this exceptionally low range for the federal funds rate will be appropriate at least as long as the unemployment rate remains above 6-1/2 percent, inflation between one and two years ahead is projected to be no more than a half percentage point above the Committee's 2 percent longer-run goal, and longer-term inflation expectations continue to be well anchored.."*

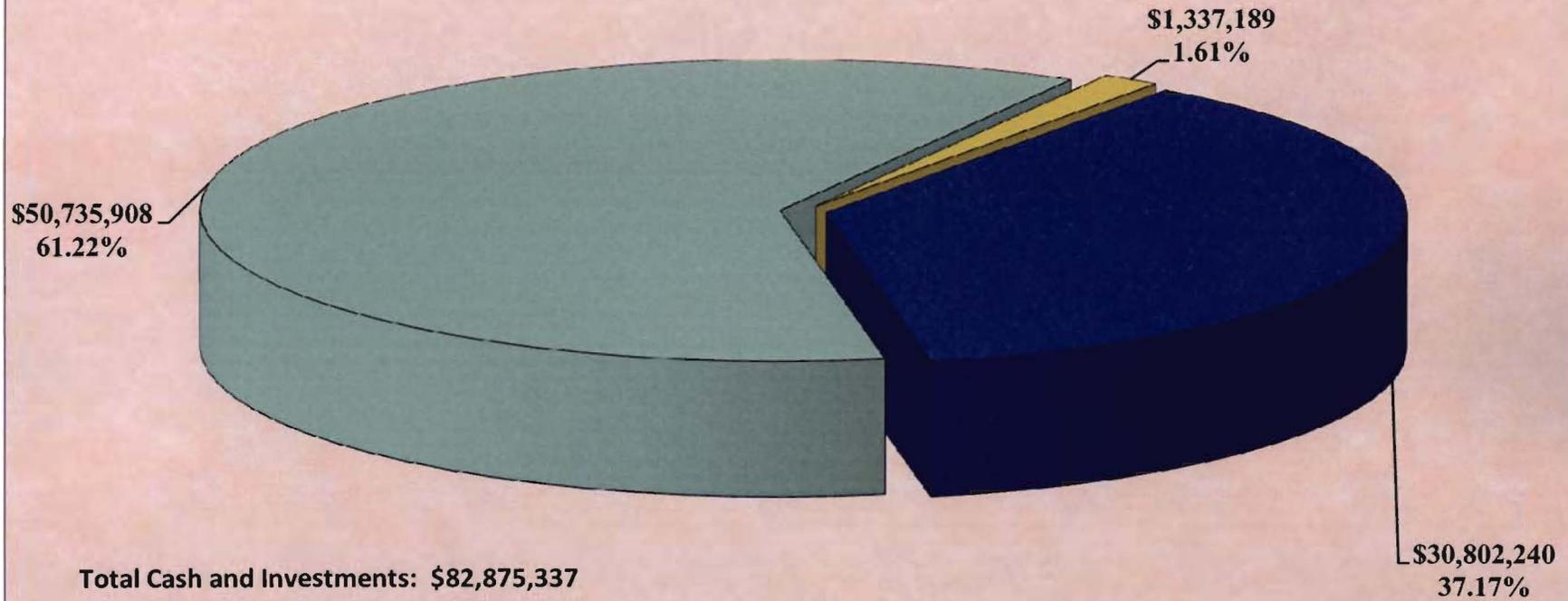
Despite the large drop in available interest rates, the District's overall effective rate of return at April 30th was 0.37%, which was equal to the previous month. At the same time the LAIF return on deposits has declined over the last several months, reaching an average effective yield of 0.264% for the month of April 2013. Based on our success at maintaining a competitive rate of return on our portfolio during this extended period of interest rate declines, no changes in investment strategy regarding returns on investment are being considered at this time. This desired portfolio mix is important in mitigating any liquidity risk from unforeseen changes in LAIF or County Pool policy.

In accordance with the District's Investment Policy, all District funds continue to be managed based on the objectives, in priority order, of safety, liquidity, and return on investment.

PORTFOLIO COMPLIANCE: April 30, 2013

<u>Investment</u>	<u>State Limit</u>	<u>Otay Limit</u>	<u>Otay Actual</u>
8.01: Treasury Securities	100%	100%	0
8.02: Local Agency Investment Fund (Operations)	\$50 Million	\$50 Million	\$6.5 Million
8.02: Local Agency Investment Fund (Bonds)	100%	100%	4.92%
8.03: Federal Agency Issues	100%	100%	61.22%
8.04: Certificates of Deposit	30%	15%	0.10%
8.05: Short-Term Commercial Notes	25%	15%	0
8.06: Medium-Term Commercial Debt	30%	15%	0
8.07: Money Market Mutual Funds	20%	15%	0
8.08: San Diego County Pool	100%	100%	24.36%
12.0: Maximum Single Financial Institution	100%	50%	1.52%

Otay Water District Investment Portfolio: 4/30/2013



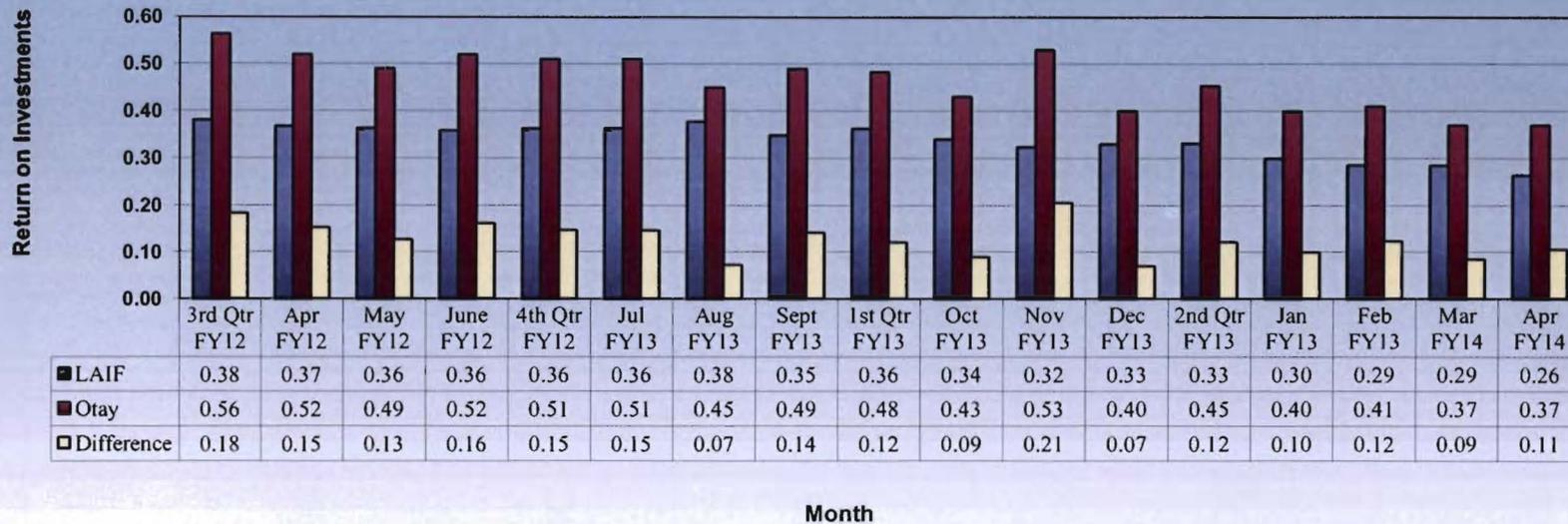
■ Banks (Passbook/Checking/CD)

■ Pools (LAIF & County)

■ Agencies & Corporate Notes

Performance Measure F-12 Return on Investment

Target: Meet or Exceed 100% of LAIF



LAIF
 Otay
 Difference

OTAY
Portfolio Management
Portfolio Details - Investments
April 30, 2013

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 360	Days to Maturity	Maturity Date
Federal Agency Issues- Callable												
31315PWT2	2267	FARMER MAC		04/25/2013	2,000,000.00	2,001,000.00	2,000,000.00	0.400		0.395	999	01/25/2016
3135G0SQ7	2257	Fannie Mae		12/24/2012	3,000,000.00	3,002,940.00	3,000,000.00	0.400	AA	0.395	784	06/24/2015
3133EAU30	2253	Federal Farm Credit Bank		10/26/2012	3,000,000.00	3,000,060.00	2,999,139.60	0.320	AA	0.336	680	03/12/2015
3133EC2L7	2255	Federal Farm Credit Bank		11/13/2012	3,000,000.00	3,003,180.00	3,000,000.00	0.440	AA	0.434	926	11/13/2015
3133EC6F6	2258	Federal Farm Credit Bank		12/05/2012	3,000,000.00	3,003,600.00	3,000,000.00	0.350	AAA	0.345	761	06/01/2015
3133EC7H1	2260	Federal Farm Credit Bank		12/17/2012	3,000,000.00	3,001,260.00	3,000,000.00	0.340		0.335	838	08/17/2015
3133ECA61	2261	Federal Farm Credit Bank		12/18/2012	3,000,000.00	3,000,060.00	2,999,360.83	0.320		0.325	778	06/18/2015
3133762C8	2254	Federal Home Loan Bank		11/09/2012	3,000,000.00	3,004,200.00	3,002,609.33	0.375	AA	0.438	210	11/27/2013
313381UR4	2262	Federal Home Loan Bank		01/30/2013	3,000,000.00	3,001,410.00	3,000,000.00	0.375	AA	0.370	820	07/30/2015
3133822N2	2263	Federal Home Loan Bank		02/20/2013	3,000,000.00	3,001,260.00	3,000,000.00	0.350		0.345	660	02/20/2015
313382R39	2265	Federal Home Loan Bank		04/22/2013	2,705,000.00	2,707,326.30	2,705,000.00	0.375	AA	0.370	904	10/22/2015
313382R39	2266	Federal Home Loan Bank		04/22/2013	1,030,000.00	1,030,885.80	1,030,000.00	0.375	AA	0.370	904	10/22/2015
3134G3Y61	2256	Federal Home Loan Mortgage		12/10/2012	3,000,000.00	3,002,460.00	3,000,000.00	0.375	AAA	0.370	588	12/10/2014
3134G32R0	2259	Federal Home Loan Mortgage		12/24/2012	3,000,000.00	3,001,380.00	3,000,000.00	0.400	AA	0.395	876	09/24/2015
3134G34X5	2264	Federal Home Loan Mortgage		02/06/2013	3,000,000.00	3,000,060.00	3,000,000.00	0.300	AA	0.296	646	02/06/2015
3135G0KS1	2240	Federal National Mortgage Assoc		05/10/2012	3,000,000.00	3,000,240.00	3,000,000.00	0.560		0.552	650	02/10/2015
3135G0LF8	2242	Federal National Mortgage Assoc		05/24/2012	3,000,000.00	3,000,630.00	3,000,000.00	0.500		0.493	572	11/24/2014
3135G0LL5	2244	Federal National Mortgage Assoc		06/04/2012	3,000,000.00	3,000,900.00	3,000,000.00	0.550		0.542	582	12/04/2014
Subtotal and Average			51,621,755.94		50,735,000.00	50,762,852.10	50,736,109.76			0.396	719	
Certificates of Deposit - Bank												
2050003183-5	2229	California Bank & Trust		01/22/2012	81,326.80	81,326.80	81,326.80	0.280		0.280	266	01/22/2014
Subtotal and Average			81,326.80		81,326.80	81,326.80	81,326.80			0.280	266	
Local Agency Investment Fund (LAIF)												
LAIF	9001	STATE OF CALIFORNIA		07/01/2004	6,533,756.80	6,540,412.08	6,533,756.80	0.264		0.260	1	
LAIF BABS 2010	9012	STATE OF CALIFORNIA		04/21/2010	4,080,969.86	4,085,126.74	4,080,969.86	0.264		0.260	1	
Subtotal and Average			11,021,716.31		10,614,726.66	10,625,538.82	10,614,726.66			0.260	1	
San Diego County Pool												
SD COUNTY POOL	9007	San Diego County		07/01/2004	20,187,513.74	20,088,888.92	20,187,513.74	0.409		0.403	1	
Subtotal and Average			15,343,839.42		20,187,513.74	20,088,888.92	20,187,513.74			0.403	1	

OTAY
Portfolio Management
Portfolio Details - Investments
April 30, 2013

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 360	Days to Maturity
Total and Average			82,602,326.90		81,618,567.20	81,558,606.64	81,619,676.96			0.380	448

OTAY
Portfolio Management
Portfolio Details - Cash
April 30, 2013

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 360	Days to Maturity
Union Bank											
UNION MONEY	9002	STATE OF CALIFORNIA		07/01/2004	10,002.04	10,002.04	10,002.04	0.001		0.001	1
PETTY CASH	9003	STATE OF CALIFORNIA		07/01/2004	2,950.00	2,950.00	2,950.00			0.000	1
UNION OPERATING	9004	STATE OF CALIFORNIA		07/01/2004	1,090,291.37	1,090,291.37	1,090,291.37	0.250		0.247	1
PAYROLL	9005	STATE OF CALIFORNIA		07/01/2004	27,392.60	27,392.60	27,392.60			0.000	1
RESERVE-10 COPS	9010	STATE OF CALIFORNIA		04/20/2010	688.02	688.02	688.02	0.001		0.001	1
RESERVE-10 BABS	9011	STATE OF CALIFORNIA		04/20/2010	2,417.83	2,417.83	2,417.83	0.001		0.001	1
UBNA-2010 BOND	9013	STATE OF CALIFORNIA		04/20/2010	99,496.36	99,496.36	99,496.36	0.147		0.145	1
UBNA-FLEX ACCT	9014	STATE OF CALIFORNIA		01/01/2011	22,623.86	22,623.86	22,623.86			0.000	1
		Average Balance	0.00								1
Total Cash and Investments			82,602,326.90		82,874,429.28	82,814,468.72	82,875,539.04			0.380	448

OTAY
Portfolio Management
Interest Earnings Summary
April 30, 2013

	April 30 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	13,923.33	178,883.18
Plus Accrued Interest at End of Period	63,898.86	64,151.20
Less Accrued Interest at Beginning of Period	(60,472.25)	(58,130.60)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	17,349.94	184,903.78
Adjusted by Premiums and Discounts	-302.43	-1,195.27
Adjusted by Capital Gains or Losses	0.00	1,633.33
Earnings during Periods	17,047.51	185,341.84
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	21,500.75	167,190.40
Plus Accrued Interest at End of Period	425,839.33	425,839.79
Less Accrued Interest at Beginning of Period	(439,465.07)	(480,390.14)
Interest Earned during Period	7,875.01	112,640.05
Total Interest Earned during Period	25,224.95	297,543.83
Total Adjustments from Premiums and Discounts	-302.43	-1,195.27
Total Capital Gains or Losses	0.00	1,633.33
Total Earnings during Period	24,922.52	297,981.89

OTAY
Activity Report
Sorted By Issuer
July 1, 2012 - April 30, 2013

CUSIP	Investment #	Issuer	Percent of Portfolio	Par Value		Transaction Date	Par Value		Ending Balance
				Beginning Balance	Current Rate		Purchases or Deposits	Redemptions or Withdrawals	
Issuer: STATE OF CALIFORNIA									
Union Bank									
UNION MONEY	9002	STATE OF CALIFORNIA			0.001		101,091,466.70	101,091,470.57	
UNION OPERATING	9004	STATE OF CALIFORNIA			0.250		8,861,507.36	9,062,184.41	
PAYROLL	9005	STATE OF CALIFORNIA					100.00	679.00	
RESERVE-10 COPS	9010	STATE OF CALIFORNIA			0.001		2,068,126.65	2,068,126.65	
RESERVE-10 BABS	9011	STATE OF CALIFORNIA			0.001		5,433,355.26	5,431,354.66	
UBNA-2010 BOND	9013	STATE OF CALIFORNIA			0.147		29,481.31	0.00	
UBNA-FLEX ACCT	9014	STATE OF CALIFORNIA					72,251.77	91,728.13	
Subtotal and Balance				1,445,116.45			117,556,289.05	117,745,543.42	1,255,862.08
Local Agency Investment Fund (LAIF)									
LAIF	9001	STATE OF CALIFORNIA			0.264		62,800,501.06	63,800,000.00	
LAIF BABS 2010	9012	STATE OF CALIFORNIA			0.264		13,393.25	0.00	
Subtotal and Balance				11,600,832.35			62,813,894.31	63,800,000.00	10,614,726.66
Issuer Subtotal				14.324%	13,045,948.80		180,370,183.36	181,545,543.42	11,870,588.74
Issuer: California Bank & Trust									
Certificates of Deposit - Bank									
Subtotal and Balance				81,326.80					81,326.80
Issuer Subtotal				0.098%	81,326.80		0.00	0.00	81,326.80
Issuer: FARMER MAC									
Federal Agency Issues- Callable									
31315PWT2	2267	FARMER MAC			0.400	04/25/2013	2,000,000.00	0.00	
Subtotal and Balance				0.00			2,000,000.00	0.00	2,000,000.00
Issuer Subtotal				2.413%	0.00		2,000,000.00	0.00	2,000,000.00

OTAY
Activity Report
July 1, 2012 - April 30, 2013

CUSIP	Investment #	Issuer	Percent of Portfolio	Par Value		Transaction Date	Par Value		Ending Balance
				Beginning Balance	Current Rate		Purchases or Deposits	Redemptions or Withdrawals	
Issuer: Fannie Mae									
Federal Agency Issues- Callable									
3135G0SQ7	2257	Fannie Mae			0.400	12/24/2012	3,000,000.00	0.00	
Subtotal and Balance				0.00			3,000,000.00	0.00	3,000,000.00
Issuer Subtotal			3.620%	0.00			3,000,000.00	0.00	3,000,000.00

Issuer: Federal Farm Credit Bank

Federal Agency Issues- Callable									
31331KZF0	2219	Federal Farm Credit Bank			0.481	09/05/2012	0.00	3,000,000.00	
3133EAEG9	2241	Federal Farm Credit Bank			0.550	02/27/2013	0.00	1,360,000.00	
3133EAU30	2253	Federal Farm Credit Bank			0.320	10/26/2012	3,000,000.00	0.00	
3133EC2L7	2255	Federal Farm Credit Bank			0.440	11/13/2012	3,000,000.00	0.00	
3133EC6F6	2258	Federal Farm Credit Bank			0.350	12/05/2012	3,000,000.00	0.00	
3133EC7H1	2260	Federal Farm Credit Bank			0.340	12/17/2012	3,000,000.00	0.00	
3133ECA61	2261	Federal Farm Credit Bank			0.320	12/18/2012	3,000,000.00	0.00	
Subtotal and Balance				4,360,000.00			15,000,000.00	4,360,000.00	15,000,000.00
Issuer Subtotal			18.100%	4,360,000.00			15,000,000.00	4,360,000.00	15,000,000.00

Issuer: Federal Home Loan Bank

Federal Agency Issues- Callable									
313378KU4	2233	Federal Home Loan Bank			0.500	09/12/2012	0.00	3,000,000.00	
3133794G1	2239	Federal Home Loan Bank			0.500	07/15/2012	0.00	3,000,000.00	
313379JC4	2243	Federal Home Loan Bank			0.500	07/05/2012	0.00	3,000,000.00	
313379R84	2245	Federal Home Loan Bank			0.500	07/13/2012	0.00	3,000,000.00	
313379SP5	2246	Federal Home Loan Bank			0.450	07/19/2012	0.00	3,000,000.00	
313379UT4	2247	Federal Home Loan Bank			0.500	07/27/2012	0.00	3,000,000.00	
313380AV9	2248	Federal Home Loan Bank			0.450	08/13/2012	3,000,000.00	0.00	
313380AV9	2248	Federal Home Loan Bank				02/13/2013	0.00	3,000,000.00	
313380AV9A	2249	Federal Home Loan Bank			0.450	08/13/2012	1,030,000.00	0.00	
313380AV9A	2249	Federal Home Loan Bank				02/13/2013	0.00	1,030,000.00	
313380AV9B	2250	Federal Home Loan Bank			0.450	08/13/2012	2,705,000.00	0.00	
313380AV9B	2250	Federal Home Loan Bank				02/13/2013	0.00	2,705,000.00	
313380BG1	2251	Federal Home Loan Bank			0.500	08/13/2012	3,000,000.00	0.00	
313380BG1	2251	Federal Home Loan Bank				09/13/2012	0.00	3,000,000.00	

OTAY
Activity Report
July 1, 2012 - April 30, 2013

CUSIP	Investment #	Issuer	Percent of Portfolio	Par Value		Transaction Date	Par Value		Ending Balance
				Beginning Balance	Current Rate		Purchases or Deposits	Redemptions or Withdrawals	
Issuer: Federal Home Loan Bank									
Federal Agency Issues- Callable									
313380SU2	2252	Federal Home Loan Bank			0.410	10/15/2012	3,000,000.00	0.00	
313380SU2	2252	Federal Home Loan Bank				04/23/2013	0.00	3,000,000.00	
3133762C8	2254	Federal Home Loan Bank			0.375	11/09/2012	3,000,000.00	0.00	
313381UR4	2262	Federal Home Loan Bank			0.375	01/30/2013	3,000,000.00	0.00	
3133822N2	2263	Federal Home Loan Bank			0.350	02/20/2013	3,000,000.00	0.00	
313382R39	2265	Federal Home Loan Bank			0.375	04/22/2013	2,705,000.00	0.00	
313382R39	2266	Federal Home Loan Bank			0.375	04/22/2013	1,030,000.00	0.00	
Subtotal and Balance							18,000,000.00		
Issuer Subtotal				15.367%			18,000,000.00		12,735,000.00
							25,470,000.00	30,735,000.00	12,735,000.00

Issuer: Federal Home Loan Mortgage

Federal Agency Issues- Callable									
3137EACK3	2146	Federal Home Loan Mortgage			1.125	07/27/2012	0.00	2,000,000.00	
3137EACK3A	2148	Federal Home Loan Mortgage			1.125	07/27/2012	0.00	1,030,000.00	
3137EACK3B	2149	Federal Home Loan Mortgage			1.125	07/27/2012	0.00	2,707,000.00	
3134G3AC4	2226	Federal Home Loan Mortgage			0.600	12/06/2012	0.00	3,000,000.00	
3134G3AQ3	2227	Federal Home Loan Mortgage			0.710	11/30/2012	0.00	2,000,000.00	
3134G3BN9	2228	Federal Home Loan Mortgage			0.770	12/05/2012	0.00	2,000,000.00	
3134G3SS0	2232	Federal Home Loan Mortgage			0.540	03/22/2013	0.00	3,000,000.00	
3134G3Y61	2256	Federal Home Loan Mortgage			0.375	12/10/2012	3,000,000.00	0.00	
3134G32R0	2259	Federal Home Loan Mortgage			0.400	12/24/2012	3,000,000.00	0.00	
3134G34X5	2264	Federal Home Loan Mortgage			0.300	02/06/2013	3,000,000.00	0.00	
Subtotal and Balance							15,737,000.00		
Issuer Subtotal				10.860%			15,737,000.00		9,000,000.00
							9,000,000.00	15,737,000.00	9,000,000.00

Issuer: Federal National Mortgage Assoc

Federal Agency Issues- Callable									
3135G0JG9	2234	Federal National Mortgage Assoc			0.520	09/26/2012	0.00	3,000,000.00	
3135G0KL6	2238	Federal National Mortgage Assoc			0.500	04/30/2013	0.00	3,000,000.00	
Subtotal and Balance							15,000,000.00		
Issuer Subtotal				10.860%			15,000,000.00		9,000,000.00
							0.00	6,000,000.00	9,000,000.00
							0.00	6,000,000.00	9,000,000.00

OTAY
Activity Report
July 1, 2012 - April 30, 2013

CUSIP	Investment #	Issuer	Percent of Portfolio	Par Value Beginning Balance	Current Rate	Transaction Date	Purchases or Deposits	Par Value Redemptions or Withdrawals	Ending Balance
Issuer: San Diego County									
San Diego County Pool									
SD COUNTY POOL	9007	San Diego County			0.409		5,078,294.52	7,000,000.00	
		Subtotal and Balance		<u>22,109,219.22</u>			<u>5,078,294.52</u>	<u>7,000,000.00</u>	<u>20,187,513.74</u>
		Issuer Subtotal	24.359%	<u>22,109,219.22</u>			<u>5,078,294.52</u>	<u>7,000,000.00</u>	<u>20,187,513.74</u>
		Total	100.000%	88,333,494.82			239,918,477.88	245,377,543.42	82,874,429.28

OTAY
GASB 31 Compliance Detail
Sorted by Fund - Fund
July 1, 2012 - April 30, 2013

CUSIP	Investment #	Fund	Investment Class	Maturity Date	Beginning Invested Value	Purchase of Principal	Addition to Principal	Redemption of Principal	Adjustment in Value		Ending Invested Value
									Amortization Adjustment	Change in Market Value	
Fund: Treasury Fund											
LAIF	9001	99	Fair Value		7,542,443.62	0.00	62,800,501.06	63,800,000.00	0.00	-2,532.60	6,540,412.08
UNION MONEY	9002	99	Amortized		10,005.91	0.00	101,091,466.70	101,091,470.57	0.00	0.00	10,002.04
PETTY CASH	9003	99	Amortized		2,950.00	0.00	0.00	0.00	0.00	0.00	2,950.00
UNION OPERATING	9004	99	Amortized		1,290,968.42	0.00	8,861,507.36	9,062,184.41	0.00	0.00	1,090,291.37
PAYROLL	9005	99	Amortized		27,971.60	0.00	100.00	679.00	0.00	0.00	27,392.60
SD COUNTY POOL	9007	99	Fair Value		22,089,000.00	0.00	5,078,294.52	7,000,000.00	0.00	-78,405.60	20,088,888.92
RESERVE-10 COPS	9010	99	Amortized		688.02	0.00	2,068,126.65	2,068,126.65	0.00	0.00	688.02
RESERVE-10 BABS	9011	99	Amortized		417.23	0.00	5,433,355.26	5,431,354.66	0.00	0.00	2,417.83
LAIF BABS 2010	9012	99	Fair Value		4,072,537.60	0.00	13,393.25	0.00	0.00	-804.12	4,085,126.74
UBNA-2010 BOND	9013	99	Amortized		70,015.05	0.00	29,481.31	0.00	0.00	0.00	99,496.36
3137EACK3	2146	99	Fair Value	07/27/2012	2,001,300.00	0.00	0.00	2,000,000.00	0.00	-1,300.00	0.00
3137EACK3A	2148	99	Fair Value	07/27/2012	1,030,669.50	0.00	0.00	1,030,000.00	0.00	-669.50	0.00
3137EACK3B	2149	99	Fair Value	07/27/2012	2,708,759.55	0.00	0.00	2,707,000.00	0.00	-1,759.55	0.00
UBNA-FLEX ACCT	9014	99	Amortized		42,100.22	0.00	72,251.77	91,728.13	0.00	0.00	22,623.86
31331KZF0	2219	99	Fair Value	12/23/2013	3,000,030.00	0.00	0.00	3,000,000.00	0.00	-30.00	0.00
3134G3AC4	2226	99	Fair Value	12/06/2013	3,000,600.00	0.00	0.00	3,000,000.00	0.00	-600.00	0.00
3134G3AQ3	2227	99	Fair Value	05/30/2014	2,001,980.00	0.00	0.00	2,000,000.00	0.00	-1,980.00	0.00
3134G3BN9	2228	99	Fair Value	06/05/2014	2,003,140.00	0.00	0.00	2,000,000.00	0.00	-3,140.00	0.00
2050003183-5	2229	99	Amortized	01/22/2014	81,326.80	0.00	0.00	0.00	0.00	0.00	81,326.80
3134G3SS0	2232	99	Fair Value	09/22/2014	3,003,870.00	0.00	0.00	3,000,000.00	0.00	-3,870.00	0.00
313378KU4	2233	99	Fair Value	09/12/2014	3,001,350.00	0.00	0.00	3,000,000.00	0.00	-1,350.00	0.00
3135G0JG9	2234	99	Fair Value	09/26/2014	3,003,000.00	0.00	0.00	3,000,000.00	0.00	-3,000.00	0.00
3135G0KL6	2238	99	Fair Value	10/30/2014	2,993,970.00	0.00	0.00	3,000,000.00	0.00	6,030.00	0.00
3133794G1	2239	99	Fair Value	05/15/2014	2,998,560.00	0.00	0.00	3,000,000.00	0.00	1,440.00	0.00
3135G0KS1	2240	99	Fair Value	02/10/2015	2,997,450.00	0.00	0.00	0.00	0.00	2,790.00	3,000,240.00
3133EAEG9	2241	99	Fair Value	02/27/2015	1,361,632.00	0.00	0.00	1,360,000.00	0.00	-1,632.00	0.00
3135G0LF8	2242	99	Fair Value	11/24/2014	2,999,640.00	0.00	0.00	0.00	0.00	990.00	3,000,630.00
313379JC4	2243	99	Fair Value	06/05/2014	3,000,060.00	0.00	0.00	3,000,000.00	0.00	-60.00	0.00
3135G0LL5	2244	99	Fair Value	12/04/2014	2,999,340.00	0.00	0.00	0.00	0.00	1,560.00	3,000,900.00
313379R84	2245	99	Fair Value	06/13/2014	2,996,460.00	0.00	0.00	3,000,000.00	0.00	3,540.00	0.00
313379SP5	2246	99	Fair Value	12/19/2013	2,996,610.00	0.00	0.00	3,000,000.00	0.00	3,390.00	0.00

OTAY
 GASB 31 Compliance Detail
 Sorted by Fund - Fund

CUSIP	Investment #	Fund	Investment Class	Maturity Date	Beginning Invested Value	Purchase of Principal	Addition to Principal	Redemption of Principal	Adjustment in Value		Ending Invested Value
									Amortization Adjustment	Change in Market Value	
Fund: Treasury Fund											
313379UT4	2247	99	Fair Value	06/27/2014	2,998,230.00	0.00	0.00	3,000,000.00	0.00	1,770.00	0.00
313380AV9	2248	99	Fair Value	02/13/2015	0.00	3,000,000.00	0.00	3,000,000.00	0.00	0.00	0.00
313380AV9A	2249	99	Fair Value	02/13/2015	0.00	1,030,000.00	0.00	1,030,000.00	0.00	0.00	0.00
313380AV9B	2250	99	Fair Value	02/13/2015	0.00	2,705,000.00	0.00	2,705,000.00	0.00	0.00	0.00
313380BG1	2251	99	Fair Value	02/13/2015	0.00	3,000,000.00	0.00	3,000,000.00	0.00	0.00	0.00
313380SU2	2252	99	Fair Value	04/15/2015	0.00	3,000,000.00	0.00	3,000,000.00	0.00	0.00	0.00
3133EAU30	2253	99	Fair Value	03/12/2015	0.00	2,998,500.00	0.00	0.00	0.00	1,560.00	3,000,060.00
3133762C8	2254	99	Fair Value	11/27/2013	0.00	3,004,788.00	0.00	0.00	0.00	-588.00	3,004,200.00
3133EC2L7	2255	99	Fair Value	11/13/2015	0.00	3,000,000.00	0.00	0.00	0.00	3,180.00	3,003,180.00
3134G3Y61	2256	99	Fair Value	12/10/2014	0.00	3,000,000.00	0.00	0.00	0.00	2,460.00	3,002,460.00
3135G0SQ7	2257	99	Fair Value	06/24/2015	0.00	3,000,000.00	0.00	0.00	0.00	2,940.00	3,002,940.00
3133EC6F6	2258	99	Fair Value	06/01/2015	0.00	3,000,000.00	0.00	0.00	0.00	3,600.00	3,003,600.00
3134G32R0	2259	99	Fair Value	09/24/2015	0.00	3,000,000.00	0.00	0.00	0.00	1,380.00	3,001,380.00
3133EC7H1	2260	99	Fair Value	08/17/2015	0.00	3,000,000.00	0.00	0.00	0.00	1,260.00	3,001,260.00
3133ECA61	2261	99	Fair Value	06/18/2015	0.00	2,999,250.00	0.00	0.00	0.00	810.00	3,000,060.00
313381UR4	2262	99	Fair Value	07/30/2015	0.00	3,000,000.00	0.00	0.00	0.00	1,410.00	3,001,410.00
3133822N2	2263	99	Fair Value	02/20/2015	0.00	3,000,000.00	0.00	0.00	0.00	1,260.00	3,001,260.00
3134G34X5	2264	99	Fair Value	02/06/2015	0.00	3,000,000.00	0.00	0.00	0.00	60.00	3,000,060.00
313382R39	2265	99	Fair Value	10/22/2015	0.00	2,705,000.00	0.00	0.00	0.00	2,326.30	2,707,326.30
313382R39	2266	99	Fair Value	10/22/2015	0.00	1,030,000.00	0.00	0.00	0.00	885.80	1,030,885.80
31315PWT2	2267	99	Fair Value	01/25/2016	0.00	2,000,000.00	0.00	0.00	0.00	1,000.00	2,001,000.00
Subtotal					88,327,075.52	54,472,538.00	185,448,477.88	245,377,543.42	0.00	-56,079.27	82,814,468.72
Total					88,327,075.52	54,472,538.00	185,448,477.88	245,377,543.42	0.00	-56,079.27	82,814,468.72

OTAY
Duration Report
Sorted by Investment Type - Investment Type
Through 04/30/2013

Security ID	Investment #	Fund	Issuer	Investment Class	Book Value	Par Value	Market Value	Current Rate	YTM 360	Current Yield	Maturity/Call Date	Modified Duration
3134G3Y61	2256	99	Federal Home Loan Mortgage	Fair	3,000,000.00	3,000,000.00	3,002,460.00	.3750000	0.370	0.211	12/10/2014	1.610
3134G34X5	2264	99	Federal Home Loan Mortgage	Fair	3,000,000.00	3,000,000.00	3,000,060.00	.3000000	0.296	0.299	02/06/2015	1.756
3134G32R0	2259	99	Federal Home Loan Mortgage	Fair	3,000,000.00	3,000,000.00	3,001,380.00	.4000000	0.395	0.381	09/24/2015	2.379
3135G0KS1	2240	99	Federal National Mortgage Assoc	Fair	3,000,000.00	3,000,000.00	3,000,240.00	.5600000	0.552	0.556	02/10/2015	1.761
3135G0LL5	2244	99	Federal National Mortgage Assoc	Fair	3,000,000.00	3,000,000.00	3,000,900.00	.5500000	0.542	0.531	12/04/2014	1.579
3135G0LF8	2242	99	Federal National Mortgage Assoc	Fair	3,000,000.00	3,000,000.00	3,000,630.00	.5000000	0.493	0.487	11/24/2014	1.552
313381UR4	2262	99	Federal Home Loan Bank	Fair	3,000,000.00	3,000,000.00	3,001,410.00	.3750000	0.370	0.354	07/30/2015	2.233
3133822N2	2263	99	Federal Home Loan Bank	Fair	3,000,000.00	3,000,000.00	3,001,260.00	.3500000	0.345	0.327	02/20/2015	1.794
313382R39	2266	99	Federal Home Loan Bank	Fair	1,030,000.00	1,030,000.00	1,030,885.80	.3750000	0.370	0.340	10/22/2015	2.461
313382R39	2265	99	Federal Home Loan Bank	Fair	2,705,000.00	2,705,000.00	2,707,326.30	.3750000	0.370	0.340	10/22/2015	2.461
3133762C8	2254	99	Federal Home Loan Bank	Fair	3,002,609.33	3,000,000.00	3,004,200.00	.3750000	0.438	0.130	11/27/2013	0.571
3133EC6F6	2258	99	Federal Farm Credit Bank	Fair	3,000,000.00	3,000,000.00	3,003,600.00	.3500000	0.345	0.292	06/01/2015	2.071
3133EAU30	2253	99	Federal Farm Credit Bank	Fair	2,999,139.60	3,000,000.00	3,000,060.00	.3200000	0.336	0.319	03/12/2015	1.856
3133ECA61	2261	99	Federal Farm Credit Bank	Fair	2,999,360.83	3,000,000.00	3,000,060.00	.3200000	0.325	0.319	06/18/2015	2.119
3133EC7H1	2260	99	Federal Farm Credit Bank	Fair	3,000,000.00	3,000,000.00	3,001,260.00	.3400000	0.335	0.322	08/17/2015	2.280
3133EC2L7	2255	99	Federal Farm Credit Bank	Fair	3,000,000.00	3,000,000.00	3,003,180.00	.4400000	0.434	0.398	11/13/2015	2.511
3135G0SQ7	2257	99	Fannie Mae	Fair	3,000,000.00	3,000,000.00	3,002,940.00	.4000000	0.395	0.354	06/24/2015	2.133
31315PWT2	2267	99	FARMER MAC	Fair	2,000,000.00	2,000,000.00	2,001,000.00	.4000000	0.395	0.382	01/25/2016	2.715
2050003183-5	2229	99	California Bank & Trust	Amort	81,326.80	81,326.80	81,326.80	.2800000	0.280	0.280	01/22/2014	0.725
LAIF	9001	99	STATE OF CALIFORNIA	Fair	6,533,756.80	6,533,756.80	6,540,412.08	.2640000	0.260	0.264		0.000
LAIF BABS 2010	9012	99	STATE OF CALIFORNIA	Fair	4,080,969.86	4,080,969.86	4,085,126.74	.2640000	0.260	0.264		0.000
LAIF COPS07	9009	99	STATE OF CALIFORNIA	Fair	0.00	0.00	0.00	1.5300000	1.509	1.530		0.000
SD COUNTY	9007	99	San Diego County	Fair	20,187,513.74	20,187,513.74	20,088,888.92	.4090000	0.403	0.409		0.000
Report Total					81,619,676.96	81,618,567.20	81,558,606.64			0.355		1.218

OTAY
Interest Earnings
Sorted by Fund - Fund
April 1, 2013 - April 30, 2013
Yield on Beginning Book Value

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Treasury Fund												
LAIF	9001	99	LA1	6,533,756.80	6,030,145.91	6,533,756.80		0.264	0.304	1,506.34	0.00	1,506.34
UNION MONEY	9002	99	PA1	10,002.04	10,000.08	10,002.04		0.001	0.024	0.20	0.00	0.20
UNION OPERATING	9004	99	PA1	1,090,291.37	606,958.82	1,090,291.37		0.250	0.624	311.26	0.00	311.26
SD COUNTY POOL	9007	99	LA3	20,187,513.74	15,172,740.90	20,187,513.74		0.409	0.414	5,158.05	0.00	5,158.05
RESERVE-10 COPS	9010	99	PA1	688.02	1,038,805.99	688.02		0.001	0.001	0.59	0.00	0.59
RESERVE-10 BABS	9011	99	PA1	2,417.83	2,728,749.24	2,417.83		0.001	0.001	1.56	0.00	1.56
LAIF BABS 2010	9012	99	LA1	4,080,969.86	4,078,130.01	4,080,969.86		0.264	0.264	885.23	0.00	885.23
UBNA-2010 BOND	9013	99	PA1	99,496.36	70,015.05	99,496.36		0.147	0.205	11.78	0.00	11.78
2050003183-5	2229	99	BCD	81,326.80	81,326.80	81,326.80	01/22/2014	0.280	0.284	18.97	0.00	18.97
3135G0KL6	2238	99	MC1	0.00	3,000,000.00	0.00	10/30/2014	0.500	0.507	1,208.33	0.00	1,208.33
3135G0KS1	2240	99	MC1	3,000,000.00	3,000,000.00	3,000,000.00	02/10/2015	0.560	0.568	1,400.00	0.00	1,400.00
3135G0LF8	2242	99	MC1	3,000,000.00	3,000,000.00	3,000,000.00	11/24/2014	0.500	0.507	1,250.00	0.00	1,250.00
3135G0LL5	2244	99	MC1	3,000,000.00	3,000,000.00	3,000,000.00	12/04/2014	0.550	0.558	1,375.00	0.00	1,375.00
313380SU2	2252	99	MC1	0.00	3,000,000.00	0.00	04/15/2015	0.410	0.416	751.66	0.00	751.66
3133EAU30	2253	99	MC1	3,000,000.00	2,999,087.03	2,999,139.60	03/12/2015	0.320	0.346	800.00	52.57	852.57
3133762C8	2254	99	MC1	3,000,000.00	3,002,989.33	3,002,609.33	11/27/2013	0.375	0.226	937.50	-380.00	557.50
3133EC2L7	2255	99	MC1	3,000,000.00	3,000,000.00	3,000,000.00	11/13/2015	0.440	0.446	1,100.00	0.00	1,100.00
3134G3Y61	2256	99	MC1	3,000,000.00	3,000,000.00	3,000,000.00	12/10/2014	0.375	0.380	937.50	0.00	937.50
3135G0SQ7	2257	99	MC1	3,000,000.00	3,000,000.00	3,000,000.00	06/24/2015	0.400	0.406	1,000.00	0.00	1,000.00
3133EC6F6	2258	99	MC1	3,000,000.00	3,000,000.00	3,000,000.00	06/01/2015	0.350	0.355	875.00	0.00	875.00
3134G32R0	2259	99	MC1	3,000,000.00	3,000,000.00	3,000,000.00	09/24/2015	0.400	0.406	1,000.00	0.00	1,000.00
3133EC7H1	2260	99	MC1	3,000,000.00	3,000,000.00	3,000,000.00	08/17/2015	0.340	0.345	850.00	0.00	850.00
3133ECA61	2261	99	MC1	3,000,000.00	2,999,335.83	2,999,360.83	06/18/2015	0.320	0.335	800.00	25.00	825.00
313381UR4	2262	99	MC1	3,000,000.00	3,000,000.00	3,000,000.00	07/30/2015	0.375	0.380	937.50	0.00	937.50
3133822N2	2263	99	MC1	3,000,000.00	3,000,000.00	3,000,000.00	02/20/2015	0.350	0.355	875.00	0.00	875.00
3134G34X5	2264	99	MC1	3,000,000.00	3,000,000.00	3,000,000.00	02/06/2015	0.300	0.304	750.00	0.00	750.00
313382R39	2265	99	MC1	2,705,000.00	0.00	2,705,000.00	10/22/2015	0.375	0.380	253.59	0.00	253.59
313382R39	2266	99	MC1	1,030,000.00	0.00	1,030,000.00	10/22/2015	0.375	0.380	96.56	0.00	96.56
31315PWT2	2267	99	MC1	2,000,000.00	0.00	2,000,000.00	01/25/2016	0.400	0.406	133.33	0.00	133.33

OTAY
Interest Earnings
April 1, 2013 - April 30, 2013

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
			Subtotal	82,821,462.82	80,818,284.99	82,822,572.58			0.372	25,224.95	-302.43	24,922.52
			Total	82,821,462.82	80,818,284.99	82,822,572.58			0.372	25,224.95	-302.43	24,922.52



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	June 5, 2013
SUBMITTED BY:	Kevin Koeppen, Finance Manager, Treasury & Acct	W.O./G.F. NO:	DIV. NO.
APPROVED BY:	Joseph Beachem, Chief Financial Officer (Chief)		
APPROVED BY:	German Alvarez, Assistant General Manager (Asst. GM)		
SUBJECT:	Accounts Payable Demand List		

PURPOSE:

Attached is the list of demands for the Board's information.

FISCAL IMPACT:

SUMMARY FOR PERIOD 4/18/2013 - 5/22/2013	NET DEMANDS
CHECKS (2036782 - 2037117)	\$ 1,970,462.90
VOID CHECKS (1)	(\$ 27.98)
TOTAL CHECKS	\$ 1,970,434.92
WIRE TO:	
CALPERS - OTHER POST EMPLOYMENT BENEFITS (MONTHLY)	\$ 143,000.00
CITY TREASURER - RECLAIMED WATER PURCHASE (FEB 2013)	\$ 18,728.50
CITY TREASURER - RECLAIMED WATER PURCHASE (MAR 2013)	\$ 51,807.00
CITY TREASURER - WATER DELIVERIES	\$ 1,032.63
DELTA DENTAL OF CALIFORNIA - DENTAL & COBRA CLAIMS (APR 2013)	\$ 14,560.15
OTAY WATER DISTRICT - BI-WEEKLY PAYROLL DEDUCTION	\$ 679.00
OTAY WATER DISTRICT - BI-WEEKLY PAYROLL DEDUCTION	\$ 686.00
OTAY WATER DISTRICT - BI-WEEKLY PAYROLL DEDUCTION	\$ 693.00
SAN DIEGO COUNTY WATER AUTH - CAPACITY FEES COLLECTED (1/1/13-3/31/13)	\$ 421,356.00
SAN DIEGO COUNTY WATER AUTH - WATER DELIVERIES & CHARGES (MAR 2013)	\$ 3,201,343.40
SPECIAL DISTRICT RISK - HEALTH ADMINISTRATION (JUNE 2013)	\$ 259,242.76
SPECIAL DISTRICT RISK - HEALTH ADMINISTRATION (MAY 2013)	\$ 253,058.16
STATE OF CALIFORNIA - CA SALES USE TAX (1ST QTR 2013)	\$ 466.00
UNION BANK - BI-WEEKLY PAYROLL TAXES	\$ 138,152.35
UNION BANK - BI-WEEKLY PAYROLL TAXES	\$ 144,399.97
UNION BANK NA - COPS 96 (MONTHLY)	\$ 1,649.01
TOTAL CASH DISBURSEMENTS	\$ 6,621,288.85

RECOMMENDED ACTION:

That the Board receive the attached list of demands.

Jb/Attachment

CHECK REGISTER

Otay Water District

Date Range: 4/18/2013 - 5/22/2013

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Vendor Name</u>	<u>Invoice</u>	<u>Inv. Date</u>	<u>Description</u>	<u>Amount</u>	<u>Check Total</u>
2036983	05/15/13	11466	A&G INSTRUMENT SERVICE AND	33440	04/16/13	METER CALIBRATION	788.00	788.00
2036862	05/01/13	08488	ABLEFORCE INC	3738	04/03/13	PROGRAMMING SERVICES (3/20/13-4/2/13)	2,312.50	2,312.50
2036984	05/15/13	12174	AECOM TECHNICAL SERVICES INC	5	04/18/13	DISINFECTION SYSTEM (ENDING 4/5/13)	67,107.67	67,107.67
2036863	05/01/13	11462	AEGIS ENGINEERING MGMT INC	1127	03/08/13	DEVELOPER PLANCHECKS (2/2/13-3/1/13)	12,363.14	
				1128	04/08/13	DEVELOPER PLANCHECKS (3/2/13-3/31/13)	11,157.14	
				1040	04/08/13	PLAN CHECKING (3/2/13-3/29/13)	5,189.46	
				1039B	03/08/13	PLAN CHECKING (2/2/13-3/1/13)	2,595.90	31,305.64
2036864	05/01/13	07732	AIRGAS SPECIALTY PRODUCTS INC	131284708	04/03/13	AQUA AMMONIA	2,909.00	
				131284707	04/03/13	AQUA AMMONIA	1,672.49	4,581.49
2036782	04/24/13	13753	AIRGAS USA LLC	9909099176	03/31/13	BREATHING AIR	39.25	39.25
2036783	04/24/13	14826	ALBERTO REBELES	Ref002427772	04/22/13	UB Refund Cst #0000090745	78.81	78.81
2037065	05/22/13	14887	ALBINO AVALOS	Ref002428314	05/20/13	UB Refund Cst #0000162203	127.44	127.44
2036784	04/24/13	14850	ALEGRIA REAL ESTATE FUND	Ref002427799	04/22/13	UB Refund Cst #0000195796	137.10	137.10
2037066	05/22/13	14893	ALEGRIA REAL ESTATE FUND II LL	Ref002428320	05/20/13	UB Refund Cst #0000196137	137.81	137.81
2036785	04/24/13	14851	ALEXANDRA VINSON	Ref002427800	04/22/13	UB Refund Cst #0000196300	39.56	39.56
2036865	05/01/13	02934	ALLEN INSTRUMENTS & SUPPLIES	0124688IN	04/08/13	TECHNICAL SUPPORT	495.00	495.00
2036985	05/15/13	02362	ALLIED WASTE SERVICES # 509	0509005151813	04/25/13	TRASH SERVICES (MAY 2013)	530.33	
				0509005153498	04/25/13	TRASH SERVICES (MAY 2013)	65.54	595.87
2036786	04/24/13	14815	ALMA O'QUINN	Ref002427761	04/22/13	UB Refund Cst #0000004378	202.63	202.63
2036986	05/15/13	06166	AMERICAN MESSAGING	L1109570NE	05/01/13	PAGER SERVICES (APR 2013)	168.64	168.64
2036787	04/24/13	14819	ANA MUNOZ	Ref002427765	04/22/13	UB Refund Cst #0000045748	71.80	71.80
2036929	05/08/13	14862	ANGELO ORIOL	Ref002428054	05/07/13	UB Refund Cst #0000120224	40.00	40.00
2036930	05/08/13	14867	ANN TALLEY	Ref002428059	05/07/13	UB Refund Cst #0000188387	78.01	78.01
2036788	04/24/13	00002	ANSWER INC	8186	04/22/13	ANSWERING SERVICES (MONTHLY)	1,100.00	1,100.00
2036987	05/15/13	08967	ANTHEM BLUE CROSS EAP	41132	04/25/13	EMPLOYEE ASSISTANCE PROGRAM (MAY 2013)	314.43	314.43
2037067	05/22/13	14888	ANTONETTE RAMOS	Ref002428315	05/20/13	UB Refund Cst #0000184921	70.88	70.88

CHECK REGISTER

Otay Water District

Date Range: 4/18/2013 - 5/22/2013

Check #	Date	Vendor	Vendor Name	Invoice	Inv. Date	Description	Amount	Check Total
2036988	05/15/13	12175	APPLE INC	004273	05/14/13	COMPUTER LOAN	2,569.95	2,569.95
2036989	05/15/13	13171	ARCADIS US INC	0514721	04/23/13	CONSTRUCTABILITY REVIEW (11/19/12-3/31/13)	1,980.00	1,980.00
2036789	04/24/13	14853	ARJI RASHADI	Ref002427802	04/22/13	UB Refund Cst #0000196470	48.73	48.73
2037068	05/22/13	14892	ASSET MANAGEMENT SPECIALIST	Ref002428319	05/20/13	UB Refund Cst #0000195640	62.99	62.99
2037069	05/22/13	14896	ASSET MANAGEMENT SPECIALISTS	Ref002428323	05/20/13	UB Refund Cst #0000196976	75.00	75.00
2036866	05/01/13	05758	AT&T	61967053090413	04/15/13	PHONE SERVICES (MONTHLY)	32.12	32.12
2036790	04/24/13	05758	AT&T	33784130450713	04/07/13	PHONE SERVICES (4/7/13-5/6/13)	31.71	31.71
2036990	05/15/13	05758	AT&T	082164572804251	05/08/13	PHONE SERVICES (4/25/13-4/24/13)	2,275.35	2,275.35
2036991	05/15/13	05758	AT&T	61969851400413	04/24/13	PHONE SERVICES (MONTHLY)	32.12	32.12
2036931	05/08/13	05758	AT&T	61942256050413	04/20/13	PHONE SERVICES (4/20/13-5/19/13)	61.70	61.70
2037070	05/22/13	05758	AT&T	61967053090513	05/15/13	PHONE SERVICES (MONTHLY)	32.12	32.12
2036867	05/01/13	07785	AT&T	000004237963	04/02/13	PHONE SERVICES (3/2/13-4/1/13)	5,729.76	
				000004240181	04/02/13	PHONE SERVICES (3/2/13-4/1/13)	15.65	5,745.41
2036868	05/01/13	12810	ATKINS	1165125	04/10/13	W & S RATE STRUCTURE (3/4/13-3/31/13)	1,990.00	
				1166086	03/20/13	DESIGN SERVICES (3/4/13-3/31/13)	81.16	2,071.16
2036869	05/01/13	11285	AZTEC FIRE & SAFETY INC	48966	04/10/13	LEAK REPAIR	1,485.83	1,485.83
2036992	05/15/13	11285	AZTEC FIRE & SAFETY INC	48997	04/16/13	LEAK REPAIR	1,494.24	
				49015	04/25/13	SMOKE DETECTOR	198.36	1,692.60
2037071	05/22/13	11285	AZTEC FIRE & SAFETY INC	49018	04/25/13	SPRINKLER SYSTEM	2,235.00	
				49016	04/25/13	SPRINKLER SYSTEM	1,550.00	
				49017	04/25/13	SPRINKLER SYSTEM	695.00	4,480.00
2036932	05/08/13	08024	BACKGROUND PROFILES INC	5430	04/30/13	BACKGROUND CHECK	76.00	76.00
2036791	04/24/13	14837	BANCROFT REALTY	Ref002427785	04/22/13	UB Refund Cst #0000193159	40.57	40.57
2036933	05/08/13	14880	BARNHART BALFOUR BEATTY	004249	05/07/13	CUSTOMER REFUND	1,589.15	1,589.15
2036934	05/08/13	14881	BLACKBIRD GROUP INC	13050	04/11/13	SOFTWARE	8,064.00	8,064.00
2036792	04/24/13	10070	BLANCA NUNO-FIELD	Ref002427774	04/22/13	UB Refund Cst #0000142165	51.48	51.48
2036793	04/24/13	14836	BRANDON JANICE	Ref002427784	04/22/13	UB Refund Cst #0000188674	35.94	35.94

CHECK REGISTER

Otay Water District

Date Range: 4/18/2013 - 5/22/2013

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2036993	05/15/13	10970	BRENNTAG PACIFIC INC	BPI297061	04/17/13	SODIUM HYPOCHLORITE	1,989.42	9,316.12
				BPI300354	04/29/13	SODIUM HYPOCHLORITE	1,455.92	
				BPI297683	04/19/13	SODIUM HYPOCHLORITE	1,391.29	
				BPI299234	04/25/13	SODIUM HYPOCHLORITE	1,007.85	
				BPI300355	04/29/13	SODIUM HYPOCHLORITE	822.72	
				BPI297295	04/18/13	SODIUM HYPOCHLORITE	793.13	
				BPI298096	04/22/13	SODIUM HYPOCHLORITE	708.80	
				BPI298097	04/22/13	SODIUM HYPOCHLORITE	704.42	
				BPI299235	04/25/13	SODIUM HYPOCHLORITE	442.57	
2036870	05/01/13	10970	BRENNTAG PACIFIC INC	BPI293106	04/04/13	SODIUM HYPOCHLORITE	2,432.00	10,582.51
				BPI294870	04/10/13	SODIUM HYPOCHLORITE	1,654.19	
				BPI293716	04/08/13	SODIUM HYPOCHLORITE	1,071.40	
				BPI292239	04/02/13	SODIUM HYPOCHLORITE	1,015.53	
				BPI295948	04/15/13	SODIUM HYPOCHLORITE	882.96	
				BPI295949	04/15/13	SODIUM HYPOCHLORITE	818.34	
				BPI293715	04/08/13	SODIUM HYPOCHLORITE	767.95	
				BPI294871	04/11/13	SODIUM HYPOCHLORITE	760.28	
				BPI292238	04/02/13	SODIUM HYPOCHLORITE	694.55	
				BPI293105	04/04/13	SODIUM HYPOCHLORITE	485.31	
2036794	04/24/13	14855	BROWN FIELD TECHNOLOGY PRK LLC	Ref002427804	04/22/13	UB Refund Cst #0000198068	1,712.81	1,712.81
2036871	05/01/13	02920	CALIFORNIA COMMERCIAL	126782	04/12/13	ASPHALT	2,797.03	4,117.14
				126683	04/10/13	ASPHALT	1,320.11	
2036872	05/01/13	12465	CALIFORNIA SURVEYING DRAFTING	665865	04/05/13	EQUIPMENT REPAIR & TECHNICAL SUPPORT	1,062.00	1,062.00
2036994	05/15/13	01432	CALIFORNIA URBAN WATER	PUB028	04/16/13	OUTREACH MATERIALS (BOOKS)	1,047.93	1,047.93
2036995	05/15/13	01004	CALOLYMPIC SAFETY	313083	03/11/13	MICRO MAX 02-SENSOR	185.79	185.79
2036795	04/24/13	14844	CARLOS SANCHEZ	Ref002427792	04/22/13	UB Refund Cst #0000194262	75.00	75.00
2036796	04/24/13	14854	CASS CONSTRUCTION	Ref002427803	04/22/13	UB Refund Cst #0000197930	1,809.88	1,809.88
2036797	04/24/13	14846	CATHY LOMAS	Ref002427794	04/22/13	UB Refund Cst #0000195354	30.02	30.02
2036873	05/01/13	03232	CDW GOVERNMENT INC	BL89157	04/04/13	SCADA HARDWARE	6,836.40	13,639.00
				BL31360	04/03/13	SCADA HARDWARE	4,557.60	
				BQ53425	04/15/13	SCADA HARDWARE	2,245.00	

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2036996	05/15/13	09801	CENTERBEAM INC	149776	06/01/12	MONITORING SERVICE	1,786.00	1,786.00
2036935	05/08/13	14003	CHECKFREEPAY	004253	05/08/13	REFUND	46.25	46.25
2036798	04/24/13	14852	CHOON MENG ING	Ref002427801	04/22/13	UB Refund Cst #0000196383	74.55	74.55
2036799	04/24/13	14839	CHRISTOPHER CARTER	Ref002427787	04/22/13	UB Refund Cst #0000193246	75.00	75.00
2036800	04/24/13	02026	CHULA VISTA ELEM SCHOOL DIST	004238	04/22/13	REFUND MTR-12-035	66,610.29	66,610.29
2036801	04/24/13	02026	CHULA VISTA ELEM SCHOOL DIST	AR041691	04/11/13	GARDEN TOURS (1/29/13-1/31/13)	660.00	660.00
2036874	05/01/13	02026	CHULA VISTA ELEM SCHOOL DIST	AR041692	04/12/13	GARDEN TOURS (10/16/12-10/18/12)	660.00	660.00
2037072	05/22/13	14883	CINDY TERHUNE	Ref002428310	05/20/13	UB Refund Cst #0000021410	161.28	161.28
2036997	05/15/13	00446	CITY OF CHULA VISTA	STM3550513	05/08/13	FACILITIES RELOCATION REIMBURSEMENT	97,350.00	97,350.00
2036936	05/08/13	12631	CITY OF CHULA VISTA	004257	05/02/13	HUNTE PKWY PROJ DEP #DE-2337	6,662.50	6,662.50
2036998	05/15/13	14207	CITY TREASURER	004267	05/09/13	TRAINING REGISTRATION FEE	60.00	60.00
2036875	05/01/13	04119	CLARKSON LAB & SUPPLY INC	65785	02/28/13	LABORATORY SUPPLIES	362.70	362.70
2036876	05/01/13	13900	COMMUNITY BANK	11	04/08/13	RETENTION / GARCIA JUAREZ (ENDING 3/31/13)	10,251.47	10,251.47
2036999	05/15/13	08160	COMPLETE OFFICE	14871260	04/29/13	4 PART PAPER	849.96	849.96
2036877	05/01/13	08160	COMPLETE OFFICE	14871931	04/12/13	TONER	998.99	
				14874730	04/09/13	FAX MACHINE	537.83	
				14871930	04/08/13	TONER	153.36	1,690.18
2037000	05/15/13	03288	COMPUTER PROTECTION	17596CPT	04/24/13	HARDWARE INSTALLATION	425.00	425.00
2036878	05/01/13	10565	COOPER, BRIAN	004247	04/29/13	SAFETY GLASSES	141.00	141.00
2037073	05/22/13	14900	CORA R MCNAMEE	004277	05/17/13	CUSTOMER REFUND	400.00	400.00
2036879	05/01/13	02643	CORE-ROSION PRODUCTS	C2013166	04/19/13	1000GAL TANK (25% DEPOSIT)	1,750.00	1,750.00
2036880	05/01/13	00184	COUNTY OF SAN DIEGO	DEH130333D11	04/25/13	SHUT DOWN TEST (3/21/13)	142.00	
				DEH130339D11	04/25/13	SHUT DOWN TEST (3/21/13)	142.00	
				DEH130342D11	04/25/13	SHUT DOWN TEST (3/21/13)	142.00	
				DEH130344D11	04/25/13	SHUT DOWN TEST (3/21/13)	142.00	
				DEH130345D11	04/25/13	SHUT DOWN TEST (3/21/13)	142.00	
				DEH130334D11	04/25/13	SHUT DOWN TEST (3/21/13)	71.00	
				DEH130341D11	04/25/13	SHUT DOWN TEST (3/21/13)	71.00	852.00

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2036881	05/01/13	02122	COUNTY OF SAN DIEGO	2013022504745	04/29/13	PERMIT FEES # 04745 (MAY 2013-2014)	358.00	
				2013022504544	04/29/13	PERMIT FEES # 04544 (MAY 2013-2014)	358.00	716.00
2037074	05/22/13	07494	COUNTY OF SAN DIEGO	12D110153982041	05/04/13	INSPECTION CHARGES	558.14	558.14
2037001	05/15/13	02756	COX COMMUNICATIONS SAN DIEGO	27170413	04/29/13	INTERNET SERVICES (4/29/13-5/28/13)	1,500.00	
				28810413	04/29/13	INTERNET SERVICES (4/29/13-5/28/13)	1,500.00	3,000.00
2036882	05/01/13	00693	CSDA, SAN DIEGO CHAPTER	1331	04/20/13	ANNUAL MEMBERSHIP RENEWAL (2013-2014)	150.00	150.00
2036937	05/08/13	14878	CWC REGIONAL HOUSING FUND	Ref002428070	05/07/13	UB Refund Cst #0000197160	41.76	41.76
2036802	04/24/13	14843	CWS MARKETING GROUP	Ref002427791	04/22/13	UB Refund Cst #0000194150	332.58	332.58
2036938	05/08/13	14870	CWS MARKETING GROUP	Ref002428062	05/07/13	UB Refund Cst #0000194149	953.88	953.88
2036803	04/24/13	14841	DAISON LLC	Ref002427789	04/22/13	UB Refund Cst #0000193743	78.23	78.23
2037075	05/22/13	14905	DART CONTAINER	004285	05/16/13	W/O REFUND D0846-090105	1,182.52	1,182.52
2036939	05/08/13	14858	DELIA DEGUZMAN	Ref002428050	05/07/13	UB Refund Cst #0000013136	6.06	6.06
2037076	05/22/13	01797	DELL ENTERPRISES	192549	05/15/13	NAME PLATES	21.78	21.78
2037002	05/15/13	03744	DEPARTMENT OF JUSTICE	969935	05/03/13	FINGERPRINTING SERVICES (APR 2013)	98.00	98.00
2036883	05/01/13	00319	DEPARTMENT OF PUBLIC HEALTH	1350514	03/21/13	WATER SYSTEMS FEES #3710034	2,205.00	2,205.00
2037003	05/15/13	00319	DEPARTMENT OF PUBLIC HEALTH	243520513	05/07/13	CERTIFICATE RENEWAL	105.00	105.00
2036884	05/01/13	03417	DIRECTV	20283226228	04/19/13	SATELLITE TV (4/18/13-5/17/13)	6.00	6.00
2037004	05/15/13	11371	DOCUFLOW SOLUTIONS INC	8195	04/25/13	OFFICE SUPPLIES	297.86	297.86
2036804	04/24/13	14849	DOUGLAS WINTERS	Ref002427798	04/22/13	UB Refund Cst #0000195779	75.00	75.00
2036940	05/08/13	14616	EAST COUNTY GAZETTE	1320	04/10/13	BID AD & NOTICE OF AVAILABILITY	95.00	95.00
2037005	05/15/13	02447	EDCO DISPOSAL CORPORATION	1554580413	04/30/13	RECYCLING SERVICES (APR 2013)	95.00	95.00
2036805	04/24/13	08023	EMPLOYEE BENEFIT SPECIALISTS	0060260IN	03/31/13	EMPLOYEE BENEFITS (MAR 2013)	680.00	680.00
2037077	05/22/13	08023	EMPLOYEE BENEFIT SPECIALISTS	0060577IN	04/30/13	EMPLOYEE BENEFITS (APR 2013)	680.00	680.00
2037006	05/15/13	00331	EMPLOYMENT DEVELOPMENT DEPT	925023840513	05/06/13	UNEMPLOYMENT INSURANCE (1/1/13-3/31/13)	13,045.00	13,045.00
2037007	05/15/13	03227	ENVIROMATRIX ANALYTICAL INC	3040771	04/22/13	RECYCLED WATER ANALYSIS (4/7/13-4/15/13)	545.00	
				3040917	04/29/13	RECYCLED WATER ANALYSIS (4/13/13-4/18/13)	350.00	895.00

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2036885	05/01/13	03227	ENVIROMATRIX ANALYTICAL INC	3040470	04/08/13	RECYCLED WATER ANALYSIS (3/26/13-4/1/13)	500.00	
				3040591	04/15/13	RECYCLED WATER ANALYSIS (4/2/13-4/6/13)	395.00	895.00
2037008	05/15/13	14320	EUROFINS EATON ANALYTICAL INC	L0120536	04/23/13	OUTSIDE LAB SERVICES (4/3/13-4/4/13)	255.00	255.00
2036806	04/24/13	14729	EXECUTIVE REALTY GROUP	Ref002427797	04/22/13	UB Refund Cst #0000195741	29.19	29.19
2037078	05/22/13	14895	FEDERAL NATL MTG ASSN	Ref002428322	05/20/13	UB Refund Cst #0000196509	30.02	30.02
2037009	05/15/13	00645	FEDEX	225356562	04/26/13	MAIL SERVICES (4/18/13)	5.84	5.84
2036941	05/08/13	00645	FEDEX	226068183	05/03/13	MAIL SERVICES (4/29/13)	11.81	11.81
2037079	05/22/13	14886	FERDINAND TOLETE	Ref002428313	05/20/13	UB Refund Cst #0000056713	14.29	14.29
2037010	05/15/13	03546	FERGUSON WATERWORKS # 1083	0435137	04/18/13	INVENTORY	2,053.38	
				0435136	04/17/13	WAREHOUSE SUPPLIES	573.59	
				0433676	04/03/13	WAREHOUSE SUPPLIES	395.85	3,022.82
2036886	05/01/13	03546	FERGUSON WATERWORKS # 1083	0433454	04/02/13	INVENTORY	3,465.76	
				0433263	04/10/13	METER UPGRADE	2,372.06	
				04336761	04/08/13	WAREHOUSE SUPPLIES	155.52	5,993.34
2036807	04/24/13	14816	FERNANDO PATRON	Ref002427762	04/22/13	UB Refund Cst #0000004796	58.81	58.81
2036942	05/08/13	08769	FILINGSUPPLIES.COM	13792	04/03/13	FOLDER LABELS	425.35	425.35
2036887	05/01/13	04066	FIRST CHOICE SERVICES - SD	225592	04/03/13	COFFEE SUPPLIES	498.11	498.11
2037011	05/15/13	04066	FIRST CHOICE SERVICES - SD	228343	04/17/13	COFFEE SUPPLIES	120.79	120.79
2036888	05/01/13	00035	FISHER SCIENTIFIC	3907559	04/12/13	LABORATORY SUPPLIES	256.54	
				2250910	04/03/13	LABORATORY SUPPLIES	232.29	
				2370920	04/04/13	LABORATORY SUPPLIES	204.63	693.46
2036808	04/24/13	00035	FISHER SCIENTIFIC	1080687	03/28/13	LABORATORY SUPPLIES	675.93	675.93
2037012	05/15/13	11962	FLEETWASH INC	x116534	04/19/13	VEHICLE/FLEET WASHING SERVICE	102.93	102.93
2037080	05/22/13	11962	FLEETWASH INC	x121517	04/26/13	VEHICLE/FLEET WASHING SERVICE	124.83	124.83
2036889	05/01/13	11962	FLEETWASH INC	4039305	04/12/13	VEHICLE/FLEET WASHING SERVICE	289.08	
				x110432	04/05/13	VEHICLE/FLEET WASHING SERVICE	151.11	440.19
2037081	05/22/13	01612	FRANCHISE TAX BOARD	Ben2428367	05/23/13	BI-WEEKLY PAYROLL DEDUCTION	90.00	90.00

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2036943	05/08/13	01612	FRANCHISE TAX BOARD	Ben2428114	05/09/13	BI-WEEKLY PAYROLL DEDUCTION	90.00	90.00
2036809	04/24/13	01612	FRANCHISE TAX BOARD	Ben2427888	04/25/13	BI-WEEKLY PAYROLL DEDUCTION	90.00	90.00
2036810	04/24/13	02344	FRANCHISE TAX BOARD	Ben2427894	04/25/13	BI-WEEKLY PAYROLL DEDUCTION	81.00	81.00
2037082	05/22/13	02344	FRANCHISE TAX BOARD	Ben2428373	05/23/13	BI-WEEKLY PAYROLL DEDUCTION	81.00	81.00
2036944	05/08/13	02344	FRANCHISE TAX BOARD	Ben2428120	05/09/13	BI-WEEKLY PAYROLL DEDUCTION	81.00	81.00
2036811	04/24/13	14822	FRANCIS GORMAN	Ref002427768	04/22/13	UB Refund Cst #0000073876	28.69	28.69
2036945	05/08/13	14860	FRANK ZITO	Ref002428052	05/07/13	UB Refund Cst #0000032502	33.70	33.70
2036946	05/08/13	13563	FRIENDS OF THE WATER	156	02/11/13	GARDEN TOURS (JAN 2013)	1,860.00	1,860.00
2036890	05/01/13	13716	GARCIA JUAREZ CONSTRUCTION INC	11	04/08/13	CALAVO GARDENS (ENDING 3/31/13)	194,777.91	194,777.91
2037013	05/15/13	10817	GEXPRO	580213183	04/18/13	VERSAMAX PLC	611.56	
				580213182	04/18/13	VERSAMAX PLC	605.90	1,217.46
2037014	05/15/13	12008	GIERLICH-MITCHELL INC	SD13575	04/26/13	SPARE CLARIFIER CHAIN	5,870.50	5,870.50
2036947	05/08/13	14876	GITANA-DELEON FAMILY TRUST	Ref002428068	05/07/13	UB Refund Cst #0000197030	58.87	58.87
2037015	05/15/13	02634	GRACIA, GUSTAVO	004268	05/03/13	SAFETY SHOES	109.00	109.00
2037016	05/15/13	00101	GRAINGER INC	9118157784	04/16/13	PAINT	761.97	
				9119976273	04/18/13	BATTERIES	135.42	
				9118447979	04/17/13	PAINT	67.13	964.52
2036891	05/01/13	13219	GREGORY FERNANDEZ	004243	04/30/13	CUSTOMER REFUND	599.82	599.82
2036948	05/08/13	14872	GROUNDFORCE	Ref002428064	05/07/13	UB Refund Cst #0000194593	1,984.70	1,984.70
2036812	04/24/13	00174	HACH COMPANY	8222801	03/27/13	LABORATORY SUPPLIES	3,101.41	
				8225336	03/28/13	LABORATORY SUPPLIES	310.82	3,412.23
2037017	05/15/13	00174	HACH COMPANY	8266969	04/24/13	SAMPLER DISTRUBUTION ARM	2,003.95	2,003.95
2036892	05/01/13	00201	HARRINGTON INDL PLASTICS LLC	004D4018	04/04/13	PVC & CPVC FITTINGS	1,150.99	
				004D4138	04/09/13	CPVC FITTINGS	169.78	1,320.77
2037018	05/15/13	00201	HARRINGTON INDL PLASTICS LLC	004D4489	04/22/13	PVC FITTINGS	75.43	75.43
2037083	05/22/13	02795	HARTFORD INSURANCE CO, THE	Ben2428353	05/23/13	MONTHLY CONTRIBUTION TO LTD	5,161.59	5,161.59
2036813	04/24/13	02795	HARTFORD INSURANCE CO, THE	Ben2427874	04/25/13	MONTHLY CONTRIBUTION TO LTD	4,803.77	4,803.77

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2036893	05/01/13	06640	HD SUPPLY WATERWORKS LTD	6161853	04/10/13	4IN VICTAULIC VALVES	1,501.20	1,501.20
2036894	05/01/13	04472	HECTOR I MARES-COSSIO	97	04/25/13	BI-NATIONAL CONSULTANT SERVICES (MAR 20	3,600.00	3,600.00
2036814	04/24/13	00062	HELIX WATER DISTRICT	178540010413	04/09/13	WATER PURCHASE (2/6/13-4/4/13)	40.10	
				174639860413	04/09/13	WATER PURCHASE (2/6/13-4/4/13)	40.10	80.20
2037084	05/22/13	02096	HELIX WATER DISTRICT	HWD051513otayjr	05/16/13	LANDSCAPE CONTEST WINNER BANNER	29.45	29.45
2036949	05/08/13	14873	HOLLY LAUBE	Ref002428065	05/07/13	UB Refund Cst #0000195526	30.68	30.68
2037085	05/22/13	14897	HORIZON HOLDINGS LLC	Ref002428324	05/20/13	UB Refund Cst #0000198027	1,706.67	1,706.67
2036895	05/01/13	12335	HP ENTERPRISE SERVICES LLC	U3058748	04/09/13	CREDIT CARD PYMT SVC (MAR 2013)	1,309.40	
				U3058748A	04/09/13	IVR PAYMENT SERVICES (MAR 2013)	501.30	1,810.70
2036815	04/24/13	14813	I T E & EVENTS	004233	04/13/13	EMPLOYEE PROGRAM	800.00	800.00
2036896	05/01/13	12285	IDENTICARD SYSTEMS	9320826546	03/27/13	EMPLOYEE ID'S	1,603.78	1,603.78
2037019	05/15/13	12285	IDENTICARD SYSTEMS	9321013278	04/17/13	EMPLOYEE ID'S	2,432.99	2,432.99
2036950	05/08/13	08969	INFOSEND INC	66657	02/28/13	CONSERVATION MAILINGS / INSERTS	4,764.03	4,764.03
2036897	05/01/13	08969	INFOSEND INC	65719	01/31/13	PRINTING SERVICES (1/28/13-1/31/13)	910.14	910.14
2037020	05/15/13	14032	INLAND AERIAL SURVEYS INC	139126	04/24/13	AERIAL SURVEYS	2,600.00	2,600.00
2037086	05/22/13	14889	JACK PORTERFIELD	Ref002428316	05/20/13	UB Refund Cst #0000187789	42.41	42.41
2037021	05/15/13	14882	JACQUELINE FELDER	004269	05/13/13	CUSTOMER REFUND	232.05	232.05
2037087	05/22/13	10563	JCI JONES CHEMICALS INC	578735		CREDIT MEMO	-2,000.00	
				578702	04/16/13	CHLORINE	3,225.20	1,225.20
2036816	04/24/13	14823	JESUS CASTRO	Ref002427769	04/22/13	UB Refund Cst #0000076254	23.41	23.41
2036817	04/24/13	14834	JOAN FULCHER	Ref002427781	04/22/13	UB Refund Cst #0000187186	28.27	28.27
2037022	05/15/13	01010	JOBS AVAILABLE INC	1309037	04/23/13	JOB POSTING	472.50	472.50
2036818	04/24/13	14848	JOE SOUTHWICK	Ref002427796	04/22/13	UB Refund Cst #0000195446	59.99	59.99
2037088	05/22/13	14899	JOHN COLWELL	Ref002428326	05/20/13	UB Refund Cst #0000198489	774.63	774.63
2036819	04/24/13	14835	JONATHAN BRUSH	Ref002427782	04/22/13	UB Refund Cst #0000187749	43.99	43.99
2036951	05/08/13	03172	JONES & STOKES ASSOCIATES INC	0093213	04/10/13	ENVIRONMENTAL CONSULTING (2/23/13-3/31/13)	5,808.25	

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				0093329	04/12/13	ENVIRONMENTAL CONSULTING (11/24/12-3/31/13)	2,507.50	
				0093218	04/10/13	ENVIRONMENTAL CONSULTING (2/23/13-3/31/13)	1,144.00	
				0093216	04/10/13	ENVIRONMENTAL CONSULTING (2/23/13-3/31/13)	660.00	
				0093214	04/10/13	ENVIRONMENTAL CONSULTING (2/23/13-3/31/13)	495.00	10,614.75
2036898	05/01/13	14700	JWC ENVIRONMENTAL LLC	51748	04/05/13	GRINDER REBUILD	7,586.98	7,586.98
2037023	05/15/13	12276	KONECRANES INC	SDG00771570	04/19/13	HOIST SERVICE	2,300.00	2,300.00
2036899	05/01/13	12276	KONECRANES INC	SDG00754148	02/21/13	CRANE INSPECTIONS (FEB 2013)	400.00	400.00
2037024	05/15/13	14036	KRATOS / HBE	SM41591	04/17/13	FOB REPAIR	1,038.72	1,038.72
2036952	05/08/13	14875	LA JOLLA FINANCE CORP	Ref002428067	05/07/13	UB Refund Cst #0000196326	126.91	126.91
2037025	05/15/13	01859	LA PRENSA SAN DIEGO	24105	04/20/13	JOB POSTING	48.00	48.00
2037026	05/15/13	06497	LAKESIDE LAND COMPANY	270163	04/18/13	LANDFILL	64.26	64.26
2036900	05/01/13	06497	LAKESIDE LAND COMPANY	270036	04/12/13	LANDFILL	92.91	
				269984	04/10/13	LANDFILL	44.76	137.67
2037089	05/22/13	13470	LAS PALMAS 56 DEVELOPMENT LLC	004281	05/16/13	W/O REFUND D0090-XX9566	472.21	
				004282	05/16/13	W/O REFUND D0843-090100	208.30	680.51
2037027	05/15/13	00627	LEWIS & LEWIS ENTERPRISES	1023843	04/19/13	TOPGUN TOTAL STATION SERVICE	265.00	265.00
2036953	05/08/13	14865	LINCOLN QUINTANA	Ref002428057	05/07/13	UB Refund Cst #0000184380	233.96	233.96
2036820	04/24/13	14820	LINDA HARRIS	Ref002427766	04/22/13	UB Refund Cst #0000055419	41.99	41.99
2036901	05/01/13	13749	LONDON GROUP REALTY ADVISORS	762	04/03/13	ECONOMIC OUTLOOK RPT	8,750.00	8,750.00
2036821	04/24/13	03019	LOPEZ, JOSE	70100113	04/24/13	MILEAGE REIMBURSEMENT (JAN 2013)	50.29	
				70100213	04/24/13	MILEAGE REIMBURSEMENT (FEB 2013)	28.25	78.54
2037028	05/15/13	03019	LOPEZ, JOSE	004270	05/13/13	MILEAGE REIMBURSEMENT (APR 2013)	38.99	
				004271	05/13/13	MILEAGE REIMBURSEMENT (MAR 2013)	37.86	76.85
2037090	05/22/13	14571	MAKENA MEDICAL BUILDINGS	004278	05/16/13	W/O REFUND D0675-060053	2,236.57	
				004279	05/16/13	W/O REFUND D0675-060073	541.51	2,778.08
2036822	04/24/13	14842	MARC CARPENTER AND ASSOCIATES	Ref002427790	04/22/13	UB Refund Cst #0000194045	70.88	70.88
2036823	04/24/13	14830	MARCY ZACHOW	Ref002427777	04/22/13	UB Refund Cst #0000172748	28.16	28.16
2036954	05/08/13	14863	MARIA FLORES	Ref002428055	05/07/13	UB Refund Cst #0000168671	23.28	23.28

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2036824	04/24/13	02902	MARSTON+MARSTON INC	201341	04/01/13	COMMUNITY OUTREACH (MAR 2013)	5,000.00	
				201342	04/01/13	DESALINATION OUTREACH (MAR 2013)	840.00	5,840.00
2036955	05/08/13	02902	MARSTON+MARSTON INC	20135	05/01/13	COMMUNITY OUTREACH (APR 2013)	5,000.00	5,000.00
2036825	04/24/13	14818	MARTHA FELIX	Ref002427764	04/22/13	UB Refund Cst #0000034421	12.45	12.45
2037029	05/15/13	05329	MASTER METER INC	106995	04/29/13	INVENTORY	20,754.49	20,754.49
2036902	05/01/13	05329	MASTER METER INC	103456	01/31/13	DMMR RECEIVER & ANTENNA	12,547.08	12,547.08
2037091	05/22/13	14884	MATT MATTESON	Ref002428311	05/20/13	UB Refund Cst #0000032434	50.69	50.69
2036826	04/24/13	14821	MAYBELLINE CUI	Ref002427767	04/22/13	UB Refund Cst #0000071909	137.23	137.23
2036827	04/24/13	01183	MCMASTER-CARR SUPPLY CO	45190744	01/30/13	SPRAY HEADS	2,015.65	
				46623866	02/21/13	D.O. METER CONDUIT	807.66	
				45331920	02/01/13	SPRAY HEADS	720.44	
				46056744	02/13/13	PVC PIPING	668.50	4,212.25
2036903	05/01/13	01183	MCMASTER-CARR SUPPLY CO	49327214	04/04/13	NON-SLIP TAPE	144.29	144.29
2037030	05/15/13	01183	MCMASTER-CARR SUPPLY CO	50823686	04/29/13	SKIMMINGS DISCHARGE PIPE	538.89	
				45149601	01/30/13	METER HARDWARE	253.72	
				50608812	04/24/13	PIPE CLAMPS	85.72	878.33
2037092	05/22/13	14898	MCMILLIN HOMES CONSTRUCTION	Ref002428325	05/20/13	UB Refund Cst #0000198191	1,640.64	1,640.64
2036956	05/08/13	14866	MELANIE ROMERO	Ref002428058	05/07/13	UB Refund Cst #0000185276	60.32	60.32
2037031	05/15/13	03169	MENDEZ-SCHOMER, ALICIA	004266	05/06/13	TRAVEL EXPENSES (4/28/13-4/30/13)	1,102.53	1,102.53
2037032	05/15/13	01824	MERKEL & ASSOCIATES INC	13042301	04/23/13	ENVIRONMENTAL SERVICES (2/1/13-3/31/13)	32,369.86	32,369.86
2037033	05/15/13	01524	MESA LABORATORIES INC	0522580IN	03/26/13	NUSONICS FLOWMETER	9,022.70	9,022.70
2036904	05/01/13	09581	MICHAEL R WELCH PHD PE	71311	04/03/13	PLANNING SERVICES (1/2/13-3/1/13)	945.00	945.00
2037034	05/15/13	01577	MINARIK CORPORATION	I1028609DD	04/26/13	BANNER RADIO	3,307.43	3,307.43
2037035	05/15/13	00237	MISSION JANITORIAL & ABRASIVE	35746800	04/16/13	JANITORIAL SUPPLIES	2,541.22	2,541.22
2037093	05/22/13	14901	MURPHY DEVELOPMENT CO INC	004286	05/16/13	W/O REFUND D0180-XX6492	447.19	447.19
2037036	05/15/13	12908	NARASIMHAN CONSULTING SERVICES	03909	03/23/13	HYDRAULIC MODELING SVCS (6/30/12-12/29/12)	9,134.00	
				03908	03/23/13	HYDRAULIC MODELING SVCS (11/19/11-6/29/12)	742.25	9,876.25

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2036828	04/24/13	03523	NATIONAL DEFERRED COMPENSATION	Ben2427886	04/25/13	BI-WEEKLY DEFERRED COMP PLAN	10,123.77	10,123.77
2036957	05/08/13	03523	NATIONAL DEFERRED COMPENSATION	Ben2428110	05/09/13	BI-WEEKLY DEFERRED COMP PLAN	10,353.77	10,353.77
2037094	05/22/13	03523	NATIONAL DEFERRED COMPENSATION	Ben2428365	05/23/13	BI-WEEKLY DEFERRED COMP PLAN	9,557.61	9,557.61
2036905	05/01/13	13690	NEAL ELECTRIC CORP	58635	04/11/13	RAS INDICATOR	1,211.00	1,211.00
2036829	04/24/13	14817	NORA MACIAS-SANTOS	Ref002427763	04/22/13	UB Refund Cst #0000021353	110.37	110.37
2037037	05/15/13	07447	NTU TECHNOLOGIES INC	8083	03/15/13	POLYMER 908	14,850.00	14,850.00
2036958	05/08/13	03215	O'DONNELL, MICHAEL	004254	05/06/13	TUITION REIMBURSEMENT	114.68	114.68
2037038	05/15/13	00510	OFFICE DEPOT INC	655211634001	04/26/13	OFFICE SUPPLIES	827.01	
				653864759001	04/17/13	OFFICE SUPPLIES	536.62	
				652104854001	03/27/13	COPY PAPER	186.32	
				654288351001	04/19/13	OFFICE SUPPLIES	33.57	1,583.52
2036906	05/01/13	00510	OFFICE DEPOT INC	653279245001	04/12/13	INK CARTRIDGES	163.25	
				652197892001	04/05/13	OFFICE SUPPLIES	74.49	
				652562237001	04/10/13	OFFICE SUPPLIES	41.35	279.09
2037039	05/15/13	09142	OLIVENHAIN MUNICIPAL WATER	5154	05/01/13	LANDSCAPE CONTEST AD	30.00	30.00
2036907	05/01/13	02077	OLVERA, ANGELICA	004245	04/30/13	EMPLOYEE PROGRAM	141.20	141.20
2037040	05/15/13	03149	ON SITE LASER LLC	47561	04/18/13	PRINTER SERVICES	69.00	69.00
2036908	05/01/13	03149	ON SITE LASER LLC	47552	04/08/13	PRINTER SERVICES	542.32	542.32
2037095	05/22/13	01718	OTAY MESA CHAMBER OF COMMERCE	004292	05/08/13	ANNUAL MEMBERSHIP RENEWAL	600.00	600.00
2036830	04/24/13	14847	OTAY RANCH II 5, LLC	Ref002427795	04/22/13	UB Refund Cst #0000195389	32.28	32.28
2037096	05/22/13	14904	OTAY RANCH II SUN 5 LLC	004284	05/16/13	W/O REFUND D0740-090141	3,241.75	3,241.75
2036909	05/01/13	01002	PACIFIC PIPELINE SUPPLY	159332	04/04/13	INVENTORY	2,883.60	
				157726	01/10/13	24" TRANSITION GASKET	434.22	
				157738	01/18/13	24" TRANSITION GASKET	434.22	
				158914	04/04/13	METER UPGRADE	155.52	3,907.56
2037041	05/15/13	01002	PACIFIC PIPELINE SUPPLY	159852	04/17/13	INVENTORY	3,824.06	3,824.06
2036831	04/24/13	14831	PACIFICA FIRST NATIONAL INC	Ref002427778	04/22/13	UB Refund Cst #0000183841	45.03	45.03
2037097	05/22/13	14903	PCCP KEARNY OTAY JRY LLC	004283	05/16/13	W/O REFUND D0476-090023	641.23	641.23

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2037042	05/15/13	12472	PCNATION	P052100801013	04/17/13	1500VA UPS	5,537.20	5,537.20
2037043	05/15/13	00227	PELL MELL SUPPLY	73135	04/18/13	FLANGE BOLTS	2,202.47	2,202.47
2037044	05/15/13	03790	PENHALL COMPANY	33309	04/19/13	SAW CUTTING SERVICES	210.00	210.00
2036910	05/01/13	03790	PENHALL COMPANY	33238	04/09/13	SAW CUTTING SERVICES	335.00	335.00
2036832	04/24/13	14838	PERRY TAITANO	Ref002427786	04/22/13	UB Refund Cst #0000193229	17.79	17.79
2037045	05/15/13	03457	PERSONAL TOUCH WEST	22968	04/29/13	OUTREACH MATERIALS	1,973.40	
				22970	04/29/13	OUTREACH MATERIALS	792.00	
				22971	04/29/13	OUTREACH MATERIALS	742.85	
				22969	04/29/13	OUTREACH MATERIALS	700.28	
				22972	04/29/13	OUTREACH MATERIALS	561.87	4,770.40
2037098	05/22/13	00137	PETTY CASH CUSTODIAN	004287	05/20/13	PETTY CASH	457.77	457.77
2036833	04/24/13	00137	PETTY CASH CUSTODIAN	004232	04/23/13	PETTY CASH	572.30	572.30
2037046	05/15/13	13122	PINNACLE BUSINESS SOLUTIONS	34767	04/29/13	VEEAM SOFTWARE	14,400.72	14,400.72
2037047	05/15/13	06419	PLANT SOUP INC	888	04/05/13	PROFESSIONAL WRITING SERVICES	982.50	982.50
2036834	04/24/13	03351	POSADA, ROD	004237	04/02/13	TRAVEL EXPENSES (3/24/13-3/28/13)	606.36	606.36
2036911	05/01/13	07346	PRIME ELECTRICAL SERVICES INC	11308	04/03/13	CONDUIT/WIRING SERVICES	3,734.00	3,734.00
2036959	05/08/13	14874	PROPERTY SALES II LLC	Ref002428066	05/07/13	UB Refund Cst #0000195528	167.90	167.90
2036912	05/01/13	06641	PRUDENTIAL OVERALL SUPPLY	30331406	04/04/13	UNIFORMS, TOWELS & MATS	394.60	
				30332917	04/11/13	UNIFORMS, TOWELS & MATS	382.75	
				30331405	04/04/13	UNIFORMS, TOWELS & MATS	213.12	
				30332916	04/11/13	UNIFORMS, TOWELS & MATS	213.12	
				30332918	04/11/13	UNIFORMS, TOWELS & MATS	182.50	
				30330770	04/02/13	UNIFORMS, TOWELS & MATS	114.12	
				30332292	04/09/13	UNIFORMS, TOWELS & MATS	114.12	
				30332919	04/11/13	UNIFORMS, TOWELS & MATS	60.36	
				30331408	04/04/13	UNIFORMS, TOWELS & MATS	50.36	
				30332291	04/09/13	UNIFORMS, TOWELS & MATS	46.72	
				30330769	04/02/13	UNIFORMS, TOWELS & MATS	46.08	1,817.85
2037048	05/15/13	06641	PRUDENTIAL OVERALL SUPPLY	30335985	04/25/13	UNIFORMS, TOWELS & MATS	397.82	

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				30334448	04/18/13	UNIFORMS, TOWELS & MATS	374.79	
				30334447	04/18/13	UNIFORMS, TOWELS & MATS	213.12	
				30335984	04/25/13	UNIFORMS, TOWELS & MATS	213.12	
				30334449	04/18/13	UNIFORMS, TOWELS & MATS	182.50	
				30335986	04/25/13	UNIFORMS, TOWELS & MATS	182.50	
				30331407	04/04/13	UNIFORMS, TOWELS & MATS	182.50	
				30333813	04/16/13	UNIFORMS, TOWELS & MATS	114.12	
				30335357	04/23/13	UNIFORMS, TOWELS & MATS	114.12	
				30333812	04/16/13	UNIFORMS, TOWELS & MATS	52.08	
				30334450	04/18/13	UNIFORMS, TOWELS & MATS	50.36	
				30335987	04/25/13	UNIFORMS, TOWELS & MATS	50.36	
				30335356	04/23/13	UNIFORMS, TOWELS & MATS	46.08	2,173.47
2036913	05/01/13	00078	PUBLIC EMPLOYEES RET SYSTEM	Ben2427878	04/25/13	BI-WEEKLY PERS CONTRIBUTION	150,136.58	150,136.58
2037049	05/15/13	00078	PUBLIC EMPLOYEES RET SYSTEM	Ben2428102	05/09/13	BI-WEEKLY PERS CONTRIBUTION	150,759.98	150,759.98
2036914	05/01/13	01342	R J SAFETY SUPPLY CO INC	31197901	04/10/13	SAFETY SUPPLIES	508.89	508.89
2037099	05/22/13	14891	REAL SOLUTION	Ref002428318	05/20/13	UB Refund Cst #0000195568	72.83	72.83
2037050	05/15/13	00521	RICK POST WELDING &	9462	04/16/13	WELDING SERVICES (4/10/13)	380.00	380.00
2036835	04/24/13	14825	ROBERT CLARK	Ref002427771	04/22/13	UB Refund Cst #0000088644	60.60	60.60
2036836	04/24/13	14829	ROGELIO MELENDREZ	Ref002427776	04/22/13	UB Refund Cst #0000163100	30.13	30.13
2037100	05/22/13	06412	ROMERO, TANYA	004291	05/14/13	TUITION REIMBURSEMENT	202.00	202.00
2036837	04/24/13	14828	ROSABELLE DENOI	Ref002427775	04/22/13	UB Refund Cst #0000162716	48.20	48.20
2036838	04/24/13	14840	ROSINA GENPAR LLC	Ref002427788	04/22/13	UB Refund Cst #0000193335	1,911.48	1,911.48
2036915	05/01/13	02620	ROTORK CONTROLS INC	CI06342	04/09/13	AIR SCOUR ROTORK	4,200.02	4,200.02
2036839	04/24/13	01700	RUBALCAVA, GILBERT	004235	04/17/13	SAFETY BOOTS	150.00	150.00
2036960	05/08/13	14859	RUBEN ABAYON	Ref002428051	05/07/13	UB Refund Cst #0000027447	56.20	56.20
2036916	05/01/13	05130	SAFARI MICRO INC	229143	04/10/13	HP Elite Book Folio 9470m	5,223.43	
				229127	04/09/13	HEADSET	240.56	5,463.99
2037051	05/15/13	05130	SAFARI MICRO INC	229840	04/25/13	APC SurgeArest P610	1,022.84	1,022.84
2037052	05/15/13	11596	SAN DIEGO CONSTRUCTION WELDING	8861	04/18/13	SAN DIEGO CONSTRUCTION WELDING	510.00	510.00

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2036917	05/01/13	02586	SAN DIEGO COUNTY ASSESSOR	2012196	04/08/13	ASSESSOR DATA	125.00	125.00
2036840	04/24/13	06828	SAN DIEGO COUNTY OFFICE OF	SL012050	03/19/13	SPLASH LAB	600.00	600.00
2037053	05/15/13	00003	SAN DIEGO COUNTY WATER AUTH	0000000731	04/18/13	SOCAL WATERSMART (FEB 2013)	1,670.00	
				0000000725	04/16/13	SOCAL WATERSMART	1,504.96	3,174.96
2036918	05/01/13	00247	SAN DIEGO DAILY TRANSCRIPT	363541	04/08/13	BID ADVERTISEMENT	170.60	
				364173	04/10/13	BID ADVERTISEMENT	155.10	
				364122	04/10/13	NOTICE OF AVAILABILITY	117.90	443.60
2037054	05/15/13	00121	SAN DIEGO GAS & ELECTRIC	004265	05/06/13	UTILITY EXPENSES (MONTHLY)	69,947.96	
				004260	04/29/13	UTILITY EXPENSES (MONTHLY)	59,010.17	
				004259	04/25/13	UTILITY EXPENSES (MONTHLY)	48,547.73	
				004258	04/24/13	UTILITY EXPENSES (MONTHLY)	133.35	177,639.21
2036961	05/08/13	00121	SAN DIEGO GAS & ELECTRIC	004241	04/19/13	UTILITY EXPENSES (MONTHLY)	19,375.52	
				004242	04/23/13	UTILITY EXPENSES (MONTHLY)	3,242.36	22,617.88
2036919	05/01/13	14545	SAN DIEGO GLASS COATINGS CO	1683	04/08/13	WINDOW FILM	3,875.00	3,875.00
2037055	05/15/13	03273	SAN DIEGO READER	181529	04/25/13	JOB POSTING	72.35	72.35
2036841	04/24/13	14689	SAN DIEGO REAL ESTATE OWNED	Ref002427783	04/22/13	UB Refund Cst #0000188242	6.70	6.70
2036962	05/08/13	14869	SAN DIEGO REALTY	Ref002428061	05/07/13	UB Refund Cst #0000193789	44.61	44.61
2037056	05/15/13	07676	SAN MIGUEL FIRE PROTECTION	004275	05/08/13	TEMPORARY LABOR (MAR 2013)	6,702.33	
				004262	02/12/13	TEMPORARY LABOR (JAN 2013)	6,675.12	
				004263	03/19/13	TEMPORARY LABOR (FEB 2013)	6,653.28	20,030.73
2036963	05/08/13	09339	SANGALANG, ALEX	004255	05/06/13	TUITION REIMBURSEMENT	55.00	55.00
2036842	04/24/13	14832	SARA OCAMPO	Ref002427779	04/22/13	UB Refund Cst #0000185807	46.97	46.97
2036964	05/08/13	06262	SARIPALLI, SHAMALA	004250	05/06/13	TRAVEL EXPENSES (4/28/13-5/1/13)	309.75	309.75
2037057	05/15/13	12333	SCHINDLER ELEVATOR CORPORATION	7151775166	04/25/13	ELEVATOR SERVICE	557.36	557.36
2036843	04/24/13	14833	SCOTT BISHOP	Ref002427780	04/22/13	UB Refund Cst #0000186314	75.00	75.00
2036844	04/24/13	12904	SEPULVEDA CONSTRUCTION INC	13A	04/11/13	30 INCH POTABLE PIPELINE (ENDING 3/31/13)	84,323.82	84,323.82
2037058	05/15/13	11516	SIEMENS INDUSTRY INC	901210757	04/25/13	SFC-PC CONTROLLER	6,600.48	
				901197555	04/15/13	MOTOR/ROTOMETER	4,804.64	

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				901195935	04/12/13	MICRO/ENCORE PARTS	2,902.93	
				901130359	02/27/13	MICRO/ENCORE PM PARTS	1,987.95	
				901110526	02/12/13	MICRO/ENCORE PM PARTS	1,968.30	
				901101183	02/04/13	MICRO/ENCORE PM PARTS	681.22	18,945.52
2037101	05/22/13	11516	SIEMENS INDUSTRY INC	901179797	04/01/13	PROCESSING TANK (4/1/13-6/30/13)	120.00	120.00
2036920	05/01/13	11516	SIEMENS INDUSTRY INC	901187844	04/05/13	MICRO/ENCORE PARTS	1,956.05	
				901148111	03/11/13	COLUMN EXCHANGES	252.12	2,208.17
2037102	05/22/13	14890	SKY RESEARCH INC	Ref002428317	05/20/13	UB Refund Cst #0000195412	1,923.01	1,923.01
2036845	04/24/13	00258	SLOAN ELECTRIC COMPANY	0061890	03/31/13	TECHNICAL SUPPORT	2,500.00	2,500.00
2037103	05/22/13	03760	SPANKY'S PORTABLE SERVICES INC	947173	04/26/13	PORTABLE TOILET RENTAL (4/25/13-5/22/13)	98.17	
				946390	04/17/13	PORTABLE TOILET RENTAL (4/17/13-5/14/13)	79.98	178.15
2036921	05/01/13	03760	SPANKY'S PORTABLE SERVICES INC	945321	04/05/13	PORTABLE TOILET RENTAL (4/5/13-5/2/13)	79.98	
				945322	04/05/13	PORTABLE TOILET RENTAL	79.98	
				945323	04/05/13	PORTABLE TOILET RENTAL (4/5/13-5/2/13)	79.98	
				945673	04/10/13	PORTABLE TOILET RENTAL (4/6/13-5/3/13)	79.98	319.92
2037059	05/15/13	09711	SPATIAL WAVE INC	6922	04/20/13	GIS TECHNICAL SUPPORT (1/1/13-4/19/13)	1,620.00	1,620.00
2036846	04/24/13	03516	SPECIAL DIST RISK MGMT AUTH	PD1213005380000	04/19/13	CLAIM DEDUCTIBLE	500.00	500.00
2036847	04/24/13	06510	SPRINT NEXTEL	901500243079	04/12/13	WIRELESS SERVICES (3/9/13-4/8/13)	3,511.25	3,511.25
2037104	05/22/13	06510	SPRINT NEXTEL	901500243080	05/12/13	WIRELESS SERVICES (4/9/13-5/8/13)	3,511.25	3,511.25
2036965	05/08/13	06281	STATE DISBURSEMENT UNIT	Ben2428118	05/09/13	BI-WEEKLY PAYROLL DEDUCTION	748.61	748.61
2037105	05/22/13	06281	STATE DISBURSEMENT UNIT	Ben2428371	05/23/13	BI-WEEKLY PAYROLL DEDUCTION	919.03	919.03
2036848	04/24/13	06281	STATE DISBURSEMENT UNIT	Ben2427892	04/25/13	BI-WEEKLY PAYROLL DEDUCTION	748.61	748.61
2036849	04/24/13	06299	STATE DISBURSEMENT UNIT	Ben2427884	04/25/13	BI-WEEKLY PAYROLL DEDUCTION	237.69	237.69
2037106	05/22/13	06299	STATE DISBURSEMENT UNIT	Ben2428363	05/23/13	BI-WEEKLY PAYROLL DEDUCTION	237.69	237.69
2036966	05/08/13	06299	STATE DISBURSEMENT UNIT	Ben2428108	05/09/13	BI-WEEKLY PAYROLL DEDUCTION	237.69	237.69
2036967	05/08/13	06303	STATE DISBURSEMENT UNIT	Ben2428116	05/09/13	BI-WEEKLY PAYROLL DEDUCTION	802.15	802.15
2037107	05/22/13	06303	STATE DISBURSEMENT UNIT	Ben2428369	05/23/13	BI-WEEKLY PAYROLL DEDUCTION	831.23	831.23
2036850	04/24/13	06303	STATE DISBURSEMENT UNIT	Ben2427890	04/25/13	BI-WEEKLY PAYROLL DEDUCTION	802.15	802.15

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2036851	04/24/13	08533	STATE DISBURSEMENT UNIT	Ben2427896	04/25/13	BI-WEEKLY PAYROLL DEDUCTION	258.00	258.00
2036968	05/08/13	08533	STATE DISBURSEMENT UNIT	Ben2428122	05/09/13	BI-WEEKLY PAYROLL DEDUCTION	258.00	258.00
2037108	05/22/13	08533	STATE DISBURSEMENT UNIT	Ben2428375	05/23/13	BI-WEEKLY PAYROLL DEDUCTION	258.00	258.00
2037109	05/22/13	14906	STATE MEDIATION AND	004290	05/21/13	ARBITRATOR LIST	50.00	50.00
2036852	04/24/13	01460	STATE WATER RESOURCES	SW0063034	04/24/13	ANNUAL PERMIT INDEX #189514	1,359.00	
				SW0063275	04/03/13	ANNUAL PERMIT INDEX #189755	505.00	1,864.00
2037110	05/22/13	14894	STERLING INVESTMENT GROUP	Ref002428321	05/20/13	UB Refund Cst #0000196507	88.23	88.23
2036969	05/08/13	14868	STEVE ATTEBERY	Ref002428060	05/07/13	UB Refund Cst #0000189102	41.99	41.99
2037111	05/22/13	14885	STEVEN PFEIFFER	Ref002428312	05/20/13	UB Refund Cst #0000045652	7.12	7.12
2036853	04/24/13	14845	STRAIGHT LINE GENERAL CONTRACT	Ref002427793	04/22/13	UB Refund Cst #0000194268	1,946.07	1,946.07
2036970	05/08/13	07678	STREAMLINE FORMS & GRAPHICS	38481	03/25/13	HARD HAT LABELS	581.40	581.40
2037112	05/22/13	12809	STUTZ ARTIANO SHINOFF	91712	04/29/13	LEGAL SERVICES (MAR 2013)	30,647.71	30,647.71
2036922	05/01/13	12809	STUTZ ARTIANO SHINOFF	91476	04/01/13	LEGAL SERVICES (FEB 2013)	26,948.94	26,948.94
2037113	05/22/13	14902	SUNROAD OTAY PARTNERS LP	004280	05/16/13	W/O REFUND D0362-010180	70,250.55	70,250.55
2036923	05/01/13	02750	SUPERIOR READY MIX LP	561259	04/12/13	CRUSHED ROCK	528.61	
				560591	04/10/13	CRUSHED ROCK	461.47	
				559788	04/05/13	CRUSHED ROCK	461.42	1,451.50
2037060	05/15/13	02750	SUPERIOR READY MIX LP	562335	04/18/13	CRUSHED ROCK	153.55	153.55
2036924	05/01/13	07362	SUSAN MARCUS	004246	04/25/13	WELLNESS PROGRAM	675.00	675.00
2036971	05/08/13	14861	TAMMY BUTTS	Ref002428053	05/07/13	UB Refund Cst #0000081124	46.79	46.79
2037061	05/15/13	13564	THE STAR-NEWS PUBLISHING CO	00017252	04/19/13	JOB POSTING	104.50	104.50
2036854	04/24/13	02498	THOMPSON, CHAD	004236	04/16/13	SAFETY BOOTS	150.00	150.00
2036972	05/08/13	14177	THOMPSON, MITCHELL	18070413	05/01/13	MILEAGE REIMBURSEMENT (APR 2013)	77.97	77.97
2036973	05/08/13	14877	THREE FROGS INC	Ref002428069	05/07/13	UB Refund Cst #0000197094	127.75	127.75
2036974	05/08/13	14864	TONY GILES	Ref002428056	05/07/13	UB Refund Cst #0000177481	50.61	50.61
2036855	04/24/13	14824	TREVOR HECK	Ref002427770	04/22/13	UB Refund Cst #0000081181	25.65	25.65

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2037062	05/15/13	14181	UNITED RENTALS (NORTH AMERICA)	110510120001	04/22/13	CONCRETE	178.20	
				110515395001	04/22/13	CONCRETE	159.84	
				110590037001	04/24/13	CONCRETE	159.84	
				110593529001	04/24/13	CONCRETE	139.32	637.20
2036925	05/01/13	14181	UNITED RENTALS (NORTH AMERICA)	110111132001	04/04/13	CONCRETE	118.80	
				110113894001	04/04/13	CONCRETE	20.52	139.32
2037114	05/22/13	07662	UNITEDHEALTHCARE SPECIALTY	131420000043	05/22/13	AD&D & SUPP LIFE INS (JUNE 2013)	5,419.26	5,419.26
2036856	04/24/13	07662	UNITEDHEALTHCARE SPECIALTY	131140000026	04/24/13	AD&D & SUPP LIFE INS (MAY 2013)	5,455.94	5,455.94
2036857	04/24/13	07674	US BANK	O0000000027	03/22/13	CAL CARD EXPENSES (MONTHLY)	22,703.00	
				A000039	03/22/13	CAL CARD EXPENSES (MONTHLY)	18,881.88	
				O0000000028	04/23/13	CAL CARD EXPENSES (MONTHLY)	9,728.47	
				004234	02/22/13	CAL CARD EXPENSES (MONTHLY)	3,265.42	54,578.77
2037115	05/22/13	07674	US BANK	O0000000029	05/20/13	CAL CARD EXPENSES (MONTHLY)	29,405.16	
				A000043	04/22/13	CAL-CARD EXPENSES (MONTHLY)	11,052.29	40,457.45
2036975	05/08/13	07674	US BANK	E000034	04/22/13	CAL CARD EXPENSES (MONTHLY)	240.00	240.00
2037063	05/15/13	07674	US BANK	004272	04/22/13	CAL CARD EXPENSES (MONTHLY)	39.15	39.15
2036976	05/08/13	01095	VANTAGEPOINT TRANSFER AGENTS	Ben2428100	05/09/13	BI-WEEKLY DEFERRED COMP PLAN	12,535.00	12,535.00
2037116	05/22/13	01095	VANTAGEPOINT TRANSFER AGENTS	Ben2428355	05/23/13	BI-WEEKLY DEFERRED COMP PLAN	12,486.61	12,486.61
2036858	04/24/13	01095	VANTAGEPOINT TRANSFER AGENTS	Ben2427876	04/25/13	BI-WEEKLY DEFERRED COMP PLAN	12,446.43	12,446.43
2037117	05/22/13	06414	VANTAGEPOINT TRANSFER AGENTS	Ben2428361	05/23/13	BI-WEEKLY 401A PLAN	2,453.28	2,453.28
2036977	05/08/13	06414	VANTAGEPOINT TRANSFER AGENTS	Ben2428106	05/09/13	BI-WEEKLY 401A PLAN	2,853.28	2,853.28
2036859	04/24/13	06414	VANTAGEPOINT TRANSFER AGENTS	Ben2427882	04/25/13	BI-WEEKLY 401A PLAN	2,773.28	2,773.28
2036978	05/08/13	12686	VANTAGEPOINT TRANSFER AGENTS	Ben2428112	05/09/13	401A TERMINAL PAY	50,000.00	50,000.00
2036979	05/08/13	03329	VERIZON WIRELESS	9703623401	04/21/13	WIRELESS SERVICES (3/22/13-4/21/13)	5,544.23	5,544.23
2036980	05/08/13	14879	WATER CONSERVATION GARDEN	1103	04/15/13	GARDEN COSTS (4TH QTR, FY 2012-13)	25,521.00	25,521.00
2036860	04/24/13	14620	WATER SYSTEMS OPTIMIZATION INC	578	03/29/13	LEAK DETECTION & SURVEY SERVICES	9,620.00	9,620.00
2036981	05/08/13	03781	WATTON, MARK	004252	05/02/13	MILEAGE REIMBURSEMENT (APR 2013)	153.12	153.12

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2036926	05/01/13	00014	WAXIE SANITARY SUPPLY	73875587	04/11/13	HAND CLEANER	212.78	212.78
2036927	05/01/13	01343	WE GOT YA PEST CONTROL	80792	02/22/13	BEE REMOVAL	115.00	
				81225	03/21/13	BEE REMOVAL	115.00	230.00
2037064	05/15/13	01343	WE GOT YA PEST CONTROL	81601	04/11/13	BEE REMOVAL	230.00	
				81822	04/22/13	BEE REMOVAL	115.00	
				81960	04/25/13	BEE REMOVAL	115.00	
				81957	04/25/13	BEE REMOVAL	115.00	575.00
2036928	05/01/13	11055	WESTERLY METER SERVICE CO	13240	03/27/13	LARGE METER TESTING	8,970.00	8,970.00
2036982	05/08/13	14871	WWW LB INVESTMENTS LCC	Ref002428063	05/07/13	UB Refund Cst #0000194574	70.88	70.88
2036861	04/24/13	14827	ZELAYNIA RADKE	Ref002427773	04/22/13	UB Refund Cst #0000140567	38.77	38.77
							Amount Pd Total:	1,970,462.90
336	Checks						Check Grand Total:	1,970,462.90