OTAY WATER DISTRICT

BOARD OF DIRECTORS MEETING
DISTRICT BOARDROOM

2554 SWEETWATER SPRINGS BOULEVARD
SPRING VALLEY, CALIFORNIA

WEDNESDAY
September 3, 2014
3:30 P.M.

AGENDA

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

4. APPROVE THE MINUTES OF THE REGULAR BOARD MEETING OF AUGUST 6, 2014

5. 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

RECESS TO CLOSED SESSION

6. CLOSED SESSION

   a) CONFERENCE WITH LABOR NEGOTIATORS [GOVERNMENT CODE §54957.6]

      AGENCY DESIGNATED REPRESENTATIVES: PRESIDENT LOPEZ AND DIRECTOR THOMPSON

      EMPLOYEE ORGANIZATION: OTAY WATER DISTRICT EMPLOYEES' ASSOCIATION

      AND

      ALL REPRESENTED AND UNREPRESENTED PERSONNEL INCLUDING MANAGEMENT AND CONFIDENTIAL EMPLOYEES

b) PUBLIC EMPLOYEE PERFORMANCE EVALUATION [GOVERNMENT CODE §54957.6

TITLE: GENERAL MANAGER

RETURN TO OPEN SESSION

REPORT ON ANY ACTIONS TAKEN IN CLOSED SESSION. THE BOARD MAY ALSO TAKE ACTION ON ANY ITEMS POSTED IN CLOSED SESSION

7. ADOPT RESOLUTION NO. 4242 TO APPROVE THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE OTAY WATER DISTRICT AND THE OTAY WATER DISTRICT EMPLOYEES' ASSOCIATION EFFECTIVE JULY 1, 2014 THROUGH JUNE 30, 2017, FOR THE FIELD EMPLOYEES AND ADMINISTRATIVE EMPLOYEES BARGAINING UNITS AND APPROVE EXTENDING THE SAME COST-OF-LIVING ADJUSTMENTS AND RELATED BENEFITS FOR THE MANAGEMENT AND CONFIDENTIAL EMPLOYEES; AND ADOPT ORDINANCE NO. 547 TO AMEND THE EMPLOYER-EMPLOYEE LABOR RELATIONS PROVISIONS OF THE CODE OF ORDINANCES (WILLIAMSON)

8. APPROVE A NEW AGREEMENT WITH THE GENERAL MANAGER WITH A TERM ENDING SEPTEMBER 3, 2017 AND PROVIDING A 2.5% COST-OF-LIVING ADJUSTMENT

9. LEGISLATIVE UPDATE (CHRIS FRAHM AND ROSANNA CARVACHO, BROWNSTEIN HYATT FARBER AND SCHRECK)

CONSENT CALENDAR

10. 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) AWARD TWO (2) PROFESSIONAL AS-NEEDED ENGINEERING DESIGN SERVICES CONTRACTS TO ARCADIS AND PSOMAS, EACH IN AN AMOUNT NOT-TO-EXCEED $300,000 FOR FISCAL YEARS 2015 AND 2016. THE TOTAL AMOUNT TO BE AWARDED OVER THE DURATION OF THE CONTRACT WILL NOT EXCEED $300,000 WITHOUT ADDITIONAL BOARD AUTHORIZATION

b) REQUEST AUTHORIZATION TO EXECUTE AND RECORD GRANT DEEDS NECESSARY TO PERFECT TITLE ON THE OTAY WATER DISTRICT (APN 597-041-50-00) AND THE GORE (APN 597-041-51-00) PROPERTIES

c) ADOPT RESOLUTION NO. 4240, FIXING TERMS AND CONDITIONS FOR THE ANNEXATION OF CERTAIN REAL PROPERTIES OWNED BY

THE OTAY LAND CO., LLC, APNs: 644-070-12, 14, 16, 17 AND 19-00 INTO THE OTAY WATER DISTRICT IMPROVEMENT DISTRICT NOS. 22 AND 27

d) APPROVE THE ADOPTION OF A MITIGATED NEGATIVE DECLARATION FOR THE 870-1 RESERVOIR ACCESS ROAD PAVING PROJECT

ACTION ITEMS

11. ADMINISTRATION, FINANCE AND INFORMATION TECHNOLOGY

a) ADOPT ORDINANCE NO. 545 AMENDING SECTION 9, ANNEXATIONS AND DETACHMENTS 9.04 B AND C.4; SECTION 28 CONNECTION FEES AND CHARGES FOR POTABLE OR RECYCLED WATER SERVICE 28.01 A AND B; SECTION 53, CONDITIONS FOR SEWER SERVICE 53.03 A.1; AND APPENDIX A OF THE DISTRICT'S CODE OF ORDINANCES WHICH WILL INCORPORATE THE FOLLOWING CHANGES: (BELL)

i. UPDATE THE CURRENT WATER CAPACITY FEE (INCLUDING THE TRIAD FEE) AND NEW WATER SUPPLY FEE TO REFLECT THE VALUE OF THE DISTRICT'S CURRENT AND FUTURE ASSETS
ii. UPDATE THE WATER ANNEXATION FEE TO REFLECT THE UPDATED "BUY-IN" FOR NEW CUSTOMERS ANNEXING INTO THE OTAY WATER DISTRICT BOUNDARIES
iii. MODIFY THE SEWER CAPACITY FEE TO A NEW "COMBINED" METHODOLOGY OF CHARGING CAPACITY FEES WHICH IS CONSISTENT WITH THE METHODOLOGY USED FOR WATER, WHICH REFLECTS THE VALUE OF THE DISTRICT'S CURRENT AND FUTURE ASSETS

12. BOARD

a) DISCUSSION OF THE 2014 BOARD MEETING CALENDAR

INFORMATIONAL ITEM

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

a) FISCAL YEAR 2014 FOURTH QUARTER CAPITAL IMPROVEMENT PROGRAM REPORT (MARTIN)

b) INFORMATIONAL REPORT ON THE DISTRICT'S INTENT TO REDESIGN THE CURRENT DISTRICT WEBSITE (KERR)

REPORTS

14. GENERAL MANAGER'S REPORT

    a) SAN DIEGO COUNTY WATER AUTHORITY UPDATE

15. DIRECTORS' REPORTS/REQUESTS

16. PRESIDENT'S REPORT/REQUESTS

17. ADJOURNMENT

All items appearing on this agenda, whether or not expressly listed for action, may be deliberated and may be subject to action by the Board.

The Agenda, and any attachments containing written information, are available at the District's website at www.otaywater.gov. Written changes to any items to be considered at the open meeting, or to any attachments, will be posted on the District's website. Copies of the Agenda and all attachments are also available through the District Secretary by contacting her at (619) 670-2280.

If you have any disability which would require accommodation in order to enable you to participate in this meeting, please call the District Secretary at (619) 670-2280 at least 24 hours prior to the meeting.

Certification of Posting

I certify that on August 29, 2014, I posted a copy of the foregoing agenda near the regular meeting place of the Board of Directors of Otay Water District, said time being at least 72 hours in advance of the regular meeting of the Board of Directors (Government Code Section §54954.2).

Executed at Spring Valley, California on August 29, 2014.

/s/ Susan Cruz, District Secretary

MINUTES OF THE
BOARD OF DIRECTORS MEETING OF THE
OTAY WATER DISTRICT
August 6, 2014

1. The meeting was called to order by President Lopez at 3:40 p.m.

2. ROLL CALL

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

Directors Absent: None

Staff Present: General Manager Mark Watton, General Counsel Daniel Shinoff, Asst. GM German Alvarez, Chief of Engineering Rod Posada, Chief Financial Officer Joe Beachem, Chief of Information Technology Geoff Stevens, Chief of Operations Pedro Porras, Asst. Chief of Administration and Information Technology Adolfo Segura, District Secretary Susan Cruz and others per attached list.

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

A motion was made by Director Croucher, and seconded by Director Robak 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 BOARD MEETINGS OF MAY 7, 2014 AND JUNE 4, 2014

A motion was made by Director Thompson, 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 board meetings of May 7, 2014 and June 4, 2014.

6. PRESENTATION OF RESOLUTION RECOGNIZING THE OTAY WATER DISTRICT'S DESIGNATION AS A DISTRICT OF DISTINCTION

Ms. Gail Ramer from Assemblymember Shirley Weber's office and Mr. Wayne Brown from Assemblymember Brian Jones' office presented, on behalf of the Assemblymembers, a Resolution from the California Assembly recognizing the Otay Water District as a District of Distinction through the Special District Leadership Foundation. They congratulated the District on receiving such a significant honor.

7. 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

8. 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:

Director Robak pulled item7a, APPROVE THE ISSUANCE OF A PURCHASE ORDER TO TEGILE INC. IN THE AMOUNT OF $155,479.60 FOR THE PURCHASE OF TWO (2) ENTERPRISE STORAGE AREA NETWORK (SAN) DEVICES AND SERVICES, for discussion.

Director Robak inquired if staff had evaluated offsite storage capability versus purchasing hardware. It was indicated that the SAN equipment is the day-to-day electronic storage (hard drive) for the entire District. Staff had done a thorough evaluation and had assessed *Cloud* based solutions as well. The District is using a solution for disaster recovery as a second tier for onsite storage. It is utilizing a service called "Zetta." Zetta allows the District to replicate local data onto a cloud service to meet the District's disaster recovery objectives. The District is doing both, but each has a specific objective.

In response to another inquiry from Director Robak, Asst. Chief of Information Technology and Administration Adolfo Segura indicated that the District is consolidating the entire equipment that is in place now. The new equipment is more consolidated allowing staff to remove racks from the data center and, thus, reduce costs. The current storage provides for 20 terabytes and the new system will provide storage for over 60 terabytes. It was noted that the District will get 60 raw terabytes of data. Staff noted, however, that within the system itself, there is built in redundancies which consumes about one third of the space. It was indicated that if any one of the drives fail, the entire system will not go down. The system is a combination of solid state and traditional fast local disk.

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

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

to approve staffs' recommendation.

ACTION ITEMS

9. ADMINISTRATION, FINANCE AND INFORMATION TECHNOLOGY

a) ADOPT RESOLUTION NO. 4239 TO DECLARE A WATER SHORTAGE RESPONSE LEVEL 2 – SUPPLY ALERT CONDITION THAT CALLS FOR MANDATORY CONSERVATION MEASURES; AND ADOPT ORDINANCE NO. 546 AMENDING SECTION 39, WATER SHORTAGE RESPONSE PROGRAM, OF THE DISTRICT'S CODE OF ORDINANCES AND AUTHORIZE THE GENERAL MANAGER TO APPOINT A DESIGNEE TO ADMINISTER THE REQUIREMENTS OF THE PROGRAM

Customer Service Manager Andrea Carey indicated that staff is requesting that the board adopt Resolution No. 4239 to declare a Water Shortage Response Level 2 – Supply Alert Condition and adopt Ordinance No. 546 amending Section 39, Water Shortage Response Program, of the District's Code of Ordinances. Please reference the Committee Action notes (Attachment A) attached to staffs' report for the details of Ms. Carey's report.

Ms. Carey indicated that the amendment to Section 39 of the District's Code of Ordinances allows the General Manager to appoint a designee to administer different parts of the program and to also provide flexibility to the District with regard to new services should a Water Shortage Response Level 3 be declared.

General Manager Watton commented that the San Diego County Water Authority's (CWA) Board voted to declare a drought alert and in sensitivity to the City of San Diego, they did not declare a level, but essentially their action was the same as declaring a Level 2 Water Shortage Alert. The City did not wish to declare a Level 2 as they felt that their existing Level 1 Alert had sufficient mandatory water restrictions to comply with the Governor's and State Board's requirements. The Otay WD's ordinance is modeled after CWA's which originally had a Level 2 and staff is recommending that the board declare a Level 2 with mandatory restrictions.

In response to an inquiry from Director Robak, Communications Officer Armando Buelna indicated that the District has added quite a bit of information on the front page of the District's website regarding the drought level alert, the State's

actions, frequently asked questions, rebates, etc. Staff is also working with the Information Technology Department to make it easier to change video content on the front page of the website. Staff is also producing new videos for the front page and will add back the waste tracking feature which will allow customers to report water waste within the District's service area. He stated that these are changes that are occurring with the existing website. Staff is also working on redesigning and launching a new website and appreciates any comments from the board that would make communications with the District's customers more effective.

Staff is also tracking the District's Facebook and Twitter accounts closely and if there are any "tweets" on waste, that information is being forwarded quickly to the appropriate staff for response.

In response to another inquiry from Director Robak, staff indicated that CWA no longer provides rebates for artificial turf as they were receiving complaints that artificial turf was not aesthetically pleasing. Also, there is concern of the carbon footprint from artificial turf due to some production issues and questions regarding the longevity of the product; it is unproven in outdoor settings. Otay staff has observed with regard to the rebate programs that it is not so much what the rebate covers, but the forms and process that must be completed to procure the actual rebates (completing the application, getting the work inspected, etc.). The process is different at MWD and CWA, which is confusing to customers and is cumbersome. Feedback has been provided to CWA to try and streamline the rebate process.

Director Croucher indicated that it is very important for everyone to understand the seriousness of the drought. Since Governor Brown declared the Drought Alert, water use has actually increased. CWA is investing over $600,000 towards community outreach programs to get the drought message to the public. Director Croucher indicated that the agencies need to align their message with CWA to assure that the drought message is consistent throughout the region. He shared that he saw a segment on Channel 10 news that discussed a new App for mobile devices that allows people to snap pictures of water waste (www.vizSafe.com). The photos don't get sent to the agencies, but anyone can log onto the site and look at what is getting posted and the location of where the photo was taken. The App is already in use in the Los Angeles area and it is very popular. It is something that the District can consider or place a tag on the District's website with information regarding the App.

Director Gonzalez commented that he felt the Water Conservation Garden (WCG) is effective in communicating the drought message to children. He stated that his daughter had visited the WCG on a school trip and she has been persistent in making family members aware when they are wasting water. He asked if the District had a program to fund such visits to the WCG. Mr. Richard Namba, Water Conservation Specialist, indicated that the District provides 30 bus tours for schools annually. They are provided on a first come, first served basis. He agreed that Ms. Smarty Plants does a very good job in getting children

who visit the Garden very enthusiastic about water conservation. Director Thompson suggested that the program be offered at the school sites themselves. Mr. Namba responded that the Ms. Smarty Plants program had such a positive response throughout Southern California that the WCG Director of Education, Ms. Pam Meisner, hired a second facilitator who is available to go out and provide the presentation at school assemblies. Staff can work on encouraging use of this resource by schools. Director Thompson suggested that staff go out and meet with the schools and possibly create an ongoing educational program for kids that is based in the school. General Manager Watton indicated that staff will put together a report that discusses the conservation and educational programs that the District has in place and present it for discussion at a Finance Administration and Communications Committee (FA&C Committee). Director Thompson requested that staff also present to the FA&C Committee information the impact to the District's budget if sales declined by 5%, 10%, etc.

Director Robak presented from the *Bloomberg* website several pictures of the State of California which shows the progression of the drought from three (3) years ago to present (copy attached to minutes). He noted that the pictures really illustrate that the Drought is getting worse each year.

A motion was made 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 staffs' recommendation.

10. BOARD

a) DISCUSSION OF THE 2014 BOARD MEETING CALENDAR

There were no changes to the board meeting calendar.

REPORTS

11. GENERAL MANAGER'S REPORT

General Manager Watton presented information from his report that included Guatay Mutual Benefit Corporation's request for assistance, the redesign of the District's website, the Water Conservation Certification Program, the District's receipt of the Government Finance Officers Association Award for its Comprehensive Annual Financial Report, water purchases, and indicated that a Legislative Update would be provided at the September 3 board meeting. He indicated that Governor Brown is circulating his idea of what the water bond should entail and is requesting a $6 billion bond. The legislature, at the moment,

has not made any progress on the bill. The legislature must decide on the bill by about August 11. He stated there may be an $11 billion bond on the ballot in November as it would take a super majority to remove it and they haven't been able to gather the votes as of yet.

SAN DIEGO COUNTY WATER AUTHORITY UPDATE

General Manager Watton indicated that much of the discussion at CWA has been centered on the drought. Director Croucher indicated that the legal issues with MWD continue and the rulings and direction of the suit has been favorable to CWA. The Carlsbad Desalination Project is still on target to be completed in December 2015. He stated the Chair, Vice-Chair and Secretary of CWA's board is up for elections. Otay WD has supported Mark Weston for Chair, Mark Muir for Vice-Chair and Jim Madaffer for Secretary as our agencies have similar interest.

12. DIRECTORS' REPORTS/REQUESTS

Director Robak inquired if the redesign of the District's website will have a "friendly" feel. Staff indicated that it will. He also inquired with regard to the Calavo Basin Sewer System Rehabilitation Project if it would characterized as Phase II of the sewer rehabilitation project. Engineering Manager Bob Kennedy indicated that it would be characterized as Phase II. Staff had completed a CCTV assessment several weeks ago and identified some key areas of the District that requires spot repairs. There will be a third and fourth phase as well. The goal of the Sewer Rehabilitation Project is to prevent spills by identifying sags and irregular areas of the sewer system and repairing those areas. Much of the repairs have been "spot repairs." Occasionally, the District does need to repair a "sag" in the sewer system which involves a complete replacement of the area with the sag.

Staff indicated with regard to another inquiry from Director Robak regarding the Rosarito Desalination Project that the Environmental Impact Report has been filed with the Secretaría de Medio Ambiente y Recursos Naturales (SEMARNAT), but they have not yet provided a date when the permit will be approved. The process is similar to the U.S. State Department processing. The process is started and it is estimated that the process will take about two (2) years, but it can be a little shorter or a little longer. It is never certain. It was noted that staff reviewed the report and did not see any fatal flaws.

Director Robak also shared that he attended the San Vincente Dam Raise Dedication. The Dam was raised 170 feet and viewing it was very impressive. He stated that he felt it was money well spent and was a very good investment.

13. PRESIDENT'S REPORT

President Lopez reported on meetings he attended during the month of July 2014 (a list of meetings he attended is attached). He thanked Director Gonzalez for

filling in for Director Thompson at the FA&C Committee in July. He also thanked Director Thompson for making every effort to be present at all the Ad Hoc Employee Negotiations Committee meetings.

14. CLOSED SESSION

The board recessed to closed session at 3:34 p.m. to discuss the following matter:

a) CONFERENCE WITH LABOR NEGOTIATORS [GOVERNMENT CODE §54957.6]

AGENCY DESIGNATED REPRESENTATIVES: PRESIDENT LOPEZ AND DIRECTOR THOMPSON

EMPLOYEE ORGANIZATION: OTAY WATER DISTRICT EMPLOYEES' ASSOCIATION

AND

ALL REPRESENTED AND UNREPRESENTED PERSONNEL INCLUDING MANAGEMENT AND CONFIDENTIAL EMPLOYEES

15. RETURN TO OPEN SESSION

The board reconvened from closed session at 5:25 p.m. and General Counsel Dan Shinoff indicated that the board met in closed session and took no reportable actions.

16. ADJOURNMENT

With no further business to come before the Board, President Lopez adjourned the meeting at 5:25 p.m.

_____
President

ATTEST:

_____
District Secretary

President's Report
August 6, 2014 Board Meeting

A) Meetings attended during the Month of *July* 2014:

1) **July 15: Attended the District's Desalination Project Committee.** Received an update report on the project's progress and status.

2) **July 16: Attended the District's Ad Hoc Employee Negotiations Committee.** Reviewed, discussed, and made recommendation on negotiation matters that will be presented at the August board meeting in closed session.

3) **July 18: Committee Agenda Briefing.** Met with General Manager Watton to review items that will be presented at the July FA&C Committee meeting.

4) **July 22: Attended the District's Finance, Administration and Communications Committee.** Reviewed, discussed, and made recommendation on items that will be presented at the August board meeting.

5) **July 28: Attended the District's Ad Hoc Employee Negotiations Committee.** Follow-up regarding negotiation matters and discussed recommendations for presentation at the August board meeting in closed session.

6) **July 29: Attended the District's Ad Hoc Employee Negotiations Committee.** Additional follow-up discussion regarding recommendations concerning negotiation matters for presentation at the August board meeting in closed session.

7) **August 1: Board Agenda Briefing.** Met with General Manager Watton and General Counsel Dan Shinoff to review items that will be presented at the August Board Meeting.

California's Exceptional Dr

www.bloomberg.com/news/2014-07-31/california-s-exceptional-drought-spreads-north-as-water-supplies-drop.html

THEGRID ENERGY, RESOURCES AND SUSTAINABILITY

Robots Rynos and more

California's Exceptional Drought Just Keeps Getting Worse

By Tom Randall | Jul 31, 2014 1:43 PM PT | 166 Comments Email Print

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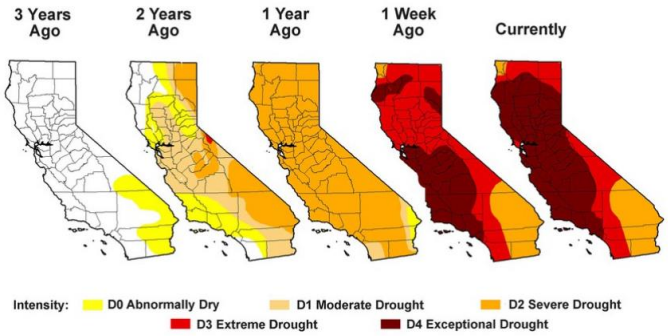

Source: Brad Rippey/U.S. Drought Monitor

California's three-year drought just went from bad to dreadful. In the course of the last week, the crimson expanse of "exceptional drought" grew to engulf the northern part of the state.

PREV
What's Better Than Kindle Unlimited for $120 a Year? This Free Alternative

NEXT
Smart Maps Help UPS Meet Carbon Goal Three Years Early

Use keyboard to navigate

ABOUT

Nations and companies face rising competition for strategic resources — energy, food, water, materials — and the technologies that make best use of them. That's sustainability. It's about the 21st-century race for wealth, health and long-term security, across the global grid. Analyses or commentary in this blog are the views of the authors, and do not necessarily reflect the views of Bloomberg News.

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BLOOMBERG VIEW ON IDEAS THAT MATTER
VIEW

VIDEO

China Is Charging Towards Electric Cars

1:03 PM
8/28/2014

AGENDA ITEM 7

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	September 3, 2014
		PROJECT:	Various DIV. NO. ALL
SUBMITTED BY:	Kelli Williamson Human Resources Manager		
APPROVED BY:	☒ Adolfo Segura, Asst. Chief, Administrative Services & IT ☒ German Alvarez, Assistant General Manager ☒ Mark Watton, General Manager		
SUBJECT:	2014–2017 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE OTAY WATER DISTRICT AND THE OTAY WATER DISTRICT EMPLOYEES' ASSOCIATION (OWDEA) AND RELATED ACTIONS		

GENERAL MANAGER'S RECOMMENDATION:

That the Board:

a. Adopt Resolution #4242 to approve the Memorandum of Understanding (MOU) between the Otay Water District and the Otay Water District Employees' Association (OWDEA) effective July 1, 2014 through June 30, 2017, for the Field Employees and Administrative Employees Bargaining Units and approve extending the same cost-of-living adjustments and related benefits for the management and confidential employees; and

b. Adopt Ordinance #547 to amend the Employer-Employee Relations provisions of the Code of Ordinances.

COMMITTEE ACTION:

See "Attachment A".

PURPOSE:

To recommend to the Board to adopt Resolution #4242 (Attachment B) to approve the MOU for represented employees and apply the same cost-of-living adjustments and related benefits to management and confidential employees as negotiated for represented employees; and adopt Ordinance #547 (Attachment D) to amend the Employer-Employee Relations provisions of the Code of Ordinances.

ANALYSIS:

Memorandum of Understanding

The District and the OWDEA reached a tentative agreement on August 12, 2014, on the following provisions for a successor MOU:

- Three-year contract term July 1, 2014 – June 30, 2017;

- Cost-of-living adjustments on July 1st of each year as follows:
  - July 2014 – 2.5% (does not apply to newly hired employees after July 1, 2014)
  - July 2015 & July 2016 – Tied to San Diego CPI–U (SDCPI-U) Less Medical, Annual; Minimum 2%; 100% of SDCPI–U up to 2.5%; and 50% of SDCPI–U up to 3.5% (max increase of 3% if the CPI is 3.5% or above);

- Amendments to the MOU to bring the contract language in line with best industry standards, clarify ambiguities, and/or reflect updates in the law:
  - Update of the Discipline Policy to include at-will language and eliminate references to the probationary period.
  - Revise grievance procedure related to when discipline may proceed to binding arbitration. The arbitrator's authority is limited to whether District complied with Discipline Policy and Procedure.
  - Eliminate double time.
  - Revise definition of work week for the alternative work schedule (AWS) and related changes to AWS guidelines.
  - Revise various leave provisions to ensure consistency among leaves of absence and eliminate work furlough leave.
  - Add reservation of rights language to health plan sections of the MOU which clearly states the District may modify the District-selected insurance plans at any time subject to state law governing the duty to meet and confer; require married employees to be on the same medical plan.
  - Modify temporary assignment language to allow the flexibility to provide a temporary increase depending on the duties assigned.
  - Include language in sick leave provisions to limit sick leave usage to 50% of accrual for family members related to Kin Care Law.
  - Update to assignment premiums for call back and standby pay.
  - Eliminate the Computer Loan Program.
  - General updates to the following 26 sections: Recognition, Association Representatives, Use of Email, Agency Shop, Salary Adjustment within Range, Employee Recognition Program (Star Performers), Rest and Lunch Period, Compensatory Time Off, Meal Allowance, Pension, Death Benefit, Vacation, Jury Duty, Bereavement, Work Place Safety, Personnel Files, Layoff Procedure, Job Posting, Performance Evaluation, Use of District Vehicles, Non-Discrimination, Severability, Management Rights, Elimination of Labor/Management Committee and Contracting out Side Letters.

- Total package effective July 1, 2014.

The OWDEA met on August 20, 2014, to conduct a ratification meeting for represented employees. The Association ratified the tentative agreement with 84% of voting members recommending acceptance of the agreement.

It is recommended that the Board apply the same cost-of-living adjustments and related benefits to management and confidential employees as negotiated for the represented employees.

Code of Ordinances Update (Attachment D)

Chapter 5, Section 5 of the Code of Ordinances titled "Employer-Employee Relations" is proposed to be updated to reflect new laws related to labor relations.

FISCAL IMPACT: ☒ Joe Beachem, Chief Financial Officer

With approval, the fiscal year 2015 labor and benefits cost will increase by $404,400. Due to the over-realized revenue from high water sales in fiscal year 2014, funds are available in the general fund to cover the 2015 cost increase. The cost of the last two years of the proposed MOU will be rolled into next year's rate modeling effort.

STRATEGIC GOAL:

4.1.1.4 – Negotiate a successor Memorandum of Understanding for represented employees for 2014 and beyond, and related compensation and benefits for unrepresented employees.

LEGAL IMPACT:

None.

ATTACHMENTS:

Attachment A – Summary of Ad Hoc Negotiations Committee Meeting

Attachment B – Resolution #4242 Implement Memorandum of Understanding and Same Provisions for Management and Confidential Employees, and Revise Policies

Exhibit 1 – Draft Memorandum of Understanding, July 1, 2014 through June 30, 2017

Exhibit 2 – Classification Titles/Salary Ranges, Salary Schedule for July 1, 2014

Attachment C – Proposed Memorandum of Understanding, July 1, 2014 through June 30, 2017

Attachment D – Ordinance #547 to Amend Chapter 5, Section 5 of the Code of Ordinances, Employer-Employee Relations

Exhibit 1 – Draft Chapter 5, Section 5 of the Code of Ordinances, Employer-Employee Relations

Attachment E – Proposed Chapter 5, Section 5 of the Code of Ordinances, Employer-Employee Relations

ATTACHMENT A

SUBJECT/PROJECT:	2014–2017 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE OTAY WATER DISTRICT AND THE OTAY WATER DISTRICT EMPLOYEES' ASSOCIATION (OWDEA) AND RELATED ACTIONS

COMMITTEE ACTION:

The Ad Hoc Negotiations Committee discussed the status and parameters of negotiations at various meetings held between February and July 2014 as well as providing the same level of compensation adjustments for all management and confidential employees. In addition, the Board met in Closed Session on June 4th and August 6th to review information related to negotiations with Board members. Staff provided a summary of all the Tentative Agreements along with any outstanding non-economic items at the August 6th Board meeting. The Committee recommends that the Board approve the General Manager's recommendations as outlined in this staff report.

NOTE:

The "Committee Action" is written in anticipation of the Committee moving the item forward for Board approval. This report will be sent to the Board as a committee approved item, or modified to reflect any discussion or changes as directed from the committee prior to presentation to the full Board.

ATTACHMENT B

RESOLUTION NO. 4242

RESOLUTION OF THE BOARD OF DIRECTORS OF THE OTAY WATER DISTRICT TO APPROVE THE MEMORANDUM OF UNDERSTANDING WITH THE OTAY WATER DISTRICT EMPLOYEES' ASSOCIATION AND TO APPROVE EXTENDING THE SAME COST OF LIVING ADJUSTMENTS AND RELATED BENEFITS FOR MANAGEMENT AND CONFIDENTIAL EMPLOYEES

WHEREAS, the Otay Water District (''District'') endeavors to recruit and retain the most qualified and talented employees to serve its customers; and

WHEREAS, the salary and benefits offered by the District to its employees are designed to aid in the District's recruitment and retention efforts; and

WHEREAS, on or about September 5, 2007, the District and the Otay Water District Employees' Association (''Association'') entered into a memorandum of understanding governing, to the extent addressed therein, the terms and conditions of employment of represented employees (the ''MOU''); and

WHEREAS, on or about January 8, 2013, the MOU was extended for an additional year, to expire on June 30, 2014; and

WHEREAS, the District and the Association negotiated in good faith regarding a successor agreement to the MOU and have come to an agreement on the terms and conditions of the new MOU (the ''New MOU''); and

WHEREAS, the Board of Directors wishes to implement the new MOU with the Association; and

WHEREAS, the Board of Directors wishes to approve extending the same cost-of-living adjustments and related benefits addressed in the New MOU for management and confidential employees; and

WHEREAS, the members of the Association have voted in favor of entering into the new MOU; and

WHEREAS, the salary adjustments of the new MOU and the related salary adjustments to unrepresented employees necessitates changes to the District's Job Classification and Salary Schedule,

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

1. That the Memorandum of Understanding between the Otay Water District and the Otay Water District Employees' Association from July 1, 2014 through June 30, 2017 (MOU) (Exhibit 1) is approved with an effective date of July 1, 2014;
2. That extending the same cost-of-living adjustments and related benefits of the MOU to management and confidential employees is approved;
3. That the General Manager is hereby authorized and directed to implement the provisions of the MOU, including the resulting changes to salary and benefits, and to implement the related changes to salary and benefits for unrepresented employees;
4. That the revised Job Classification and Salary Schedule that implements the July 1, 2014 Cost-of-Living Adjustment (Exhibit 2) is approved; and

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Otay Water District at a regular meeting held this 3rd day of September, 2014.

Ayes:
Noes:
Abstain:
Absent:

_____
President

ATTEST:

_____
District Secretary

DRAFT

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
OTAY WATER DISTRICT
AND THE
OTAY WATER DISTRICT EMPLOYEES' ASSOCIATION

July 1, 2014~~July 1, 2007~~ – June 30, 2013~~3~~7

ARTICLE 1 - PREAMBLE

This Memorandum of Understanding (MOU) is entered into by the Otay Water District, Spring Valley, California (hereinafter "District") and the Otay Water District Employees' Association (hereinafter "Association") as a mutual recommendation to the Board of Directors of the District of those wages, hours, and conditions of employment which are to be in effect as specified in Article 2 - Term.

ARTICLE 2 - TERM

Upon adoption by the Board of Directors of the District, the provisions of this Memorandum of Understanding shall be effective during the period commencing at 8:00 a.m. on July 1, 2014~~July 1, 2007~~ through 5:00 p.m. on June 30, 2017~~June 30, 2013~~ for those employees working in the Field and Administrative Units, subject to the provisions of Article 13~~4~~, Section 7: Implementation.

ARTICLE 3 - ASSOCIATION RIGHTS

ARTICLE 3, SECTION 1: RECOGNITION

Pursuant to the provisions of the District's Code of Ordinance, Chapter 5 Personnel Practices, Section 5 ~~Rules and Regulations for~~ Employer-Employee Relations, ~~of the District~~ and applicable state law, the Association was certified on May 9, 2001, as the majority representative for the:

Field Employees Unit
Administrative Employees Unit

The District therefore recognizes the Association as the sole and exclusive representative for all classifications in these two (2) units.

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ARTICLE 3, SECTION 2: ASSOCIATION REPRESENTATIVES

A. Representatives. The Association may designate three (3) Representatives for the Field Unit and three (3) Representatives for the Administrative Unit. The Association shall furnish the District a written list identifying all Representatives by name and the list shall be kept current by the Association. ~~The Association will designate as a Representative only employees who are not presently serving a probation period.~~ The District will recognize as Representatives, only those persons designated on the most recent list furnished by the Association.

B. Grievance Processing Release Time. The District shall grant a Representative reasonable release time when, at the request of an employee, the Representative is investigating an alleged grievance and assisting in its written preparation and presentation. Release time for this purpose shall be given in accordance with the following:

1. The Representative's supervisor will authorize the Representative to leave his/~~or~~ her work unless circumstances warrant denial of such permission. Where permission is denied, the supervisor shall inform the Representative of the reasons for the denial and provide an alternate time when the Representative may reasonably be expected to be released from his/her work assignment.

2. When a Representative, acting under this section, desires to contact an employee at his/her work location, the Representative shall first contact the supervisor of that employee, advise him/her of the nature of the business, and obtain permission to meet with the employee. The supervisor shall make the employee available promptly unless circumstances prevent the employee's availability. If the employee is not available, the supervisor will notify the Representative when he/she may reasonably expect to contact the employee. When the employee is not available for one (1) or more whole work days, the time limits of the grievance procedure shall be extended for an equal number of days.

3. When a Representative conducts interviews or discussions with an employee on District time, such interviews or discussions shall be performed expeditiously.

4. A Representative shall report release time under this section on his/her time record as "Negotiation~~s~~ Release Time" (Ac~~i~~tivity Code 1508). Other employees (non-Representatives) participating in such interviews or discussions shall conduct such activities on their own time with supervisor approval using available accruals.

C. Formal Bargaining Release Time. The District shall grant reasonable release time to Representatives designated in accordance with this section to serve on the Association bargaining team while meeting and conferring with District representatives in the formal meet and confer (bargaining) process regarding wages, hours, and other terms and conditions of employment, including negotiations for a

successor agreement to this Memorandum of Understanding. Release time in accordance with this section shall be given in accordance with the following:

1. Appropriate times for release time shall be as mutually arranged by the parties in negotiations and the number of representatives shall be determined by ground rules.

2. Release time under this section shall be reported by the Association Representative on his/her time record as "Negotiation~~s~~ Release Time" (Ac~~i~~tivity Code 1508).

D. Release Time for PERB Proceedings. Consistent with Government Code section 3503.3 and related provisions of the Meyers-Milias-Brown Act, the District shall grant reasonable release time to Representatives designated in accordance with this section to testify or appear as the designated Association representatives in conferences, hearings, or other proceedings before the Public Employment Relations Board, or an agent thereof, in matters relating to a charge filed by the Association against the District or by the District against the Association. The Association shall provide reasonable notification to the District requesting time off pursuant to this section.

~~D.~~E. Limitation on Time Off. The District shall not grant Association Representatives permission for time away from their work assignments for Association activities not described in this section.

ARTICLE 3, SECTION 3: BULLETIN BOARDS

Bulletin boards shall be provided by the District at the following locations: Operations, Treatment Plant, Warehouse, and the Administration Building. They shall be for the use of the Association for the posting of rules and regulations of the Association and notices of interest. All such bulletins, with the exception of meeting notices and announcements of Association elections, shall be approved by the Human Resources Manager or his/her designee in a timely manner before posting.

ARTICLE 3, SECTION 4: USE OF EMAIL

The Association President, Vice President, or Chair may use the District email system for one-way communication to association members to notify them of upcoming meetings and to provide general information subject to the following:

1. The person sending the email shall send a copy ("cc") of each such email to the Chief, Administrative Services; the Human Resources Manager; and the Human Resources Analysts.

2. Use of the District email system by the Association under this section must be in accord with District Policy No. 39, entitled "Disclosure of Information and Use of Computer, Electronic and Voice mail and Internet Policy." Use of the District

email system by the Association under this section shall be considered a "personal use" of the District email system under the District Policy No. 39.

3. If the District determines that use by the Association of the District email system under this section interferes with the District, the District will notify the Association and will meet to discuss any necessary amendments to this section.

4. If the District determines that use of the District email system under this section does not comply with District Policy No. 39, the District shall notify the Association and may suspend the use of the system under this section until the District believes that the Association will comply with Policy No. 39.

5. Any communications via the District's email system shall be subject to the California Public Records Act.

6. The District's email system may not be used to distribute political material or to otherwise engage in political advocacy prohibited by state law including, but not limited to, Government Code section 54964.

ARTICLE 3, SECTION 5: ASSOCIATION ACCESS

A. The District shall grant access to a work location to a designated Association Representative or Business Agent for the purpose of conducting a grievance investigation. As used in this section, "Association Business Agent" refers to a person who is not a District employee.

B. Association Representatives and Business Agents shall not interfere with the work operations of the District. An Association Representative or Business Agent desiring access to a work location shall first request entrance from the Human Resources Manager or a designee and inform him/her of the purpose for the visit. The request may be made by telephone, in person, or via email.

C. The Human Resources Manager or designee may deny access to a work location if, in his or her judgment, access at that time would interfere with the operations of the facility or work location. If access is denied, the Association Representative or Business Agent shall be informed when access will be made available.

D. Association Representatives or Business Agents may meet with employees during rest or lunch breaks at District facilities or work locations as may be available. In so doing, however, they shall not create a disturbance for employees not represented by the Association.

ARTICLE 3, SECTION 6: ~~DUES DEDUCTION~~AGENCY SHOP[1]

~~The payment of dues or service fees by employees is governed by the Agency Shop side letter attached to this Memorandum of Understanding as Appendix "C."~~

1. Legislative Authority

The parties mutually understand and agree that as a result of and in compliance with the State of California's adoption of SB~~8~~ 739, all Field and Administrative employees (regular full-time and regular part-time), employees represented by the Otay Water District Employees' Association, have the right to join or not join the Association. However, the enactment of a local "Agency Shop" requires that as a condition of continuing employment, employees in the respective bargaining unit must either join the Association or pay to the Association a service fee in lieu thereof. Such service fee shall be established by the Association, and shall not exceed the standard initiation fee, periodic dues and general assessments of the Association.

~~1.~~2. Association Dues/Service Fees

(a) ~~Effective September 1, 2001, t~~The District's Human Resources Office shall provide all current Field and Administrative employees (regular full-time and regular part-time) and any Field or Administrative employees hired thereafter, with an authorization notice advising them that Agency Shop for the Association has been enacted pursuant to state law and an agreement exists with the Association, and that all employees subject to the Agreement must either join the Association, pay a service fee to the Association, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing a payroll deduction of Association dues, a service fee or a charitable contribution equal to the service fee. Said employees shall have 30 calendar days from the date they receive the form to fully execute it and return it to the District's Payroll Office.

(b) When the form is completed properly authorizing the deduction of Association dues or the service fee, and returned during the stated time period in Paragraph 2(a), the District shall begin the applicable deduction of Association dues or the service fee no later than the beginning of the first pay period commencing after receipt of the authorization form by the Payroll Office. If the form is not completed properly and/or not returned within the stated time period, the District shall begin the deduction of the service fee no later than the beginning of the first pay period commencing after the expiration of the stated time period in Paragraph 2(a). If the authorization form is properly completed claiming the religious exemption and returned during the stated time period, the procedure provided in Paragraph 3(b) shall be followed.

[1] Language moved from Appendix C, Side Letter Agreement, Dealing with Agency Shop

(c) As determined by the District, the employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care and insurance deductions) have priority over Association dues and service fees.

(d) The Association shall advise the District, in writing, of the dues and service fee amounts to be deducted. Any change in the amounts will be submitted to the District, in writing, at least thirty (30) days prior to the effective date of such change.

(e) All deducted dues and service fees shall be remitted to the Association no later than 14 calendar days after deduction. The District shall also provide an itemized statement detailing each employee's name, amount of deduction, and category of deduction.

~~2.~~3. Religious Exemption

(a) Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall upon presentation of active membership in such religion, body, or sect, not be required to join or financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees or agency shop fees, to pay sums equal to the dues, initiation fees or agency shop fees to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from the following three charitable associations: American Cancer Association, American Heart Association, or United Way.

(b) Written declarations of, or applications for, religious exemption and any supporting documentation must be submitted to the District's Payroll Office. Within 14 calendar days of receipt of any such written request for religious exemption, the District shall forward a copy of it to the Association. After receipt of such a request, the District shall begin a deduction of the charitable contribution no later than the beginning of the first pay period commencing after the receipt of the request by the Payroll Office. The charitable deduction shall be held in escrow pending receipt of the Association's written determination on the request for a religious exemption. Upon approval of the religious exemption by the Association and upon identification of an appropriate charity by the employee, the District shall remit the escrowed amount to the designated charity and thereafter remit the charitable deductions to the designated charity. Upon denial of the religious exemption by the Association, the District shall convert the charitable contribution deduction to

a service fee deduction and remit the escrowed amount to the Association as service fees. Charitable contributions shall be made by regular payroll deductions only. Failure of the Association to provide the District, within 30 calendar days of the Association's receipt of a copy of the request, with a written approval or disapproval of a request for religious exemption shall constitute an approval of the religious exemption.

~~3.~~4. Rescission

~~For purposes of this agreement, a rescission vote may not be requested until after July 25, 2002.~~ The agency shop provision in this memorandum of understanding may be rescinded by a majority vote of all the employees in the unit covered by the memorandum of understanding, provided that:

(a) A request for such a vote is supported by a petition containing the signatures of at least 30 percent of the employees in the unit;

(b) The vote is by secret ballot; and

(c) The vote may be taken at any time during the term of the memorandum of understanding, but in no event shall there be more than one rescission vote taken during that term.

If a "rescission vote" is approved by unit members during the term of a current memorandum of understanding, the Association agrees not to petition for or seek Agency Shop status for the duration of the current memorandum of understanding.

~~4.~~5. Records

The Association shall keep an adequate itemized record of its financial transactions and shall make available annually, to the District, and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

~~5.~~6. Indemnification

The Association shall indemnify, defend, and hold the District harmless against any liability arising from any claims, demands, or other action relating to the District's compliance with the agency fee obligation including claims relating to the Associations use of monies collected under these provisions. The District reserves the right to select and direct legal counsel in the case of any challenge to the District's compliance with the agency fee obligation, and the Association agrees to pay any attorney, arbitrator or court fees related thereto.

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ARTICLE 4 - WAGES

ARTICLE 4, SECTION 1: WAGES

A. WAGES:

~~A. Wages for employees covered by this MOU during its term shall be as provided on Appendix "A."~~Effective July 1, 2014, the salary schedule and base pay of all represented employees shall be increased by two and one-half percent (2.5%).

Effective July 1, 2015 and July 1, 2016, the salary schedule and base pay of all represented employees shall be increased by the San Diego CPI-U, Less Medical Care, Annual (SDCPI-U), pursuant to the following formula:

- The minimum increase shall be two percent (2%) and the maximum of the increase shall not exceed three percent (3%).
- If the SDCPI-U increase is between two percent (2%) and two-and-a-half percent (2.5%), the increase shall equal the SDCPI-U.
- If the SDCPI-U is between two and six tenths percent (2.6%) and three-and-a-half percent (3.5%), the salary range shall be increased by two-and-a-half (2.5%) plus one half (1/2) of the amount between two-and six tenths (2.6%) and three-and-a-half percent (3.5%).

~~B.~~ B. ADJUSTMENTS: The District may, at its discretion, increase compensation for employees covered by this Memorandum of Understanding. Prior to implementing any increase(s), the District shall notify the Association and, if the Association requests it, discuss the increase with the Association in a non meet-and-confer forum. The decision to grant an increase and the amount thereof may not be grieved under the Grievance Procedure of this Memorandum of Understanding. Nothing in this section shall be construed to require the District to negotiate the decision to grant an increase or the amount thereof.

ARTICLE 4, SECTION 2: PAYROLL PERIOD; PAY DATES

The payroll period extends over fourteen (14) calendar days. Paychecks shall be issued biweekly in payment of wages earned during the preceding payroll period.

ARTICLE 4, SECTION 3: SALARY ADJUSTMENT WITHIN RANGE[1]

This provision applies to eligible employees as provided in this section.

A. Amount of In-Range Adjustment. An annual in-range salary adjustment may be granted in the amount of three percent (3%). If the employee's salary is less than three percent (3%) below the maximum of his/her position on the salary range, the adjustment shall be in an amount sufficient to place the employee at the top of the

[1] Language moved from Side Letter Agreement, Salary Adjustment within Range

salary range. However, in no event shall this adjustment result in the employee's salary exceeding the salary range for the employee's classification.

B. Standardized In-Range Adjustment Date. September 1 will be the employee's In-Range Adjustment Date.

C. In-Range Adjustment Date.

1. Newly hired employees or employees who have not completed one year of service~~probation~~:

   a. Newly hired employees or employees who have not completed one year of service ~~probation~~ prior to September 1 shall be eligible for the first ~~i~~In-~~r~~Range ~~a~~Adjustment upon completion of one year of service~~probationary period~~. Thereafter, September 1 will be the employee's In-Range Adjustment Date according to the following chart:

1st In-Range Increase	Month Complete~~Pass~~ One Y~~y~~ear of Service ~~Probation~~	2nd In-Range Increase	Number of Quarters in the Review Period	Eligible % for 2nd In-Range Increase
Upon completion of one year of service~~probationary period~~.	July, August, September	Sept 1 of the following calendar year.	4	3%
Upon completion of one year of service~~probationary period~~.	October, November, December	Sept 1 of the following calendar year.	3	2.25%
Upon completion of one year of service~~probationary period~~.	January, February, March	Sept 1 of the current calendar year.	2	1.5%
Upon completion of one year of service~~probationary period~~.	April, May, June	Sept 1 of the current calendar year.	1	.75%

2. Employees who are promoted:

   a. A regular employee who promotes to a new classification~~,~~ shall maintain his/her performance evaluation review date and In-range Adjustment Date.

D. Eligible Employees: Eligible employees are:

Employees whose salary is less than the maximum of the salary schedule for the employee's classification and who have received an overall fully competent or higher evaluation during the most recent annual evaluation or one-~~–~~year-~~–~~of-service review ~~final probationary evaluation~~ immediately preceding his/her In-range Adjustment Date.

ARTICLE 4, SECTION 4: ~~STAR PERFORMERS~~EMPLOYEE RECOGNITION PROGRAMS

Employee recognition programs may be instituted by the District. The purpose of such programs will be to recognize ~~Star Performers (~~exemplary employees~~)~~ and improve public service through enhanced motivation. The design, establishment, disestablishment, administration, and regulation of all employee recognition programs shall be at the sole discretion of the District, through its General Manager. Such programs as are established and awards given through them may not be grieved under the Grievance Procedure of this Memorandum of Understanding.

ARTICLE 5 - HOURS OF WORK AND PREMIUMS

ARTICLE 5, SECTION 1: HOURS OF WORK

This Section is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day, per week, or of days or of work period. The hours of work of the office or facility and an employee's work schedule shall be established by the District and may be changed at the discretion of the District, as District needs dictate. Reasonable notice shall be given, normally at least ten (10) calendar days prior to the change. However, the District may give less notice when reasonable and/or necessary.

Official District office hours are 8:00 am to 5:00 pm. Work schedules and days off shall be arranged to maintain uninterrupted service to the District's customers.

A. Standard Work Day/Week.

Standard Work Day. The standard work day is eight (8) consecutive hours of work exclusive of a lunch period in a consecutive twenty-four (24) hour day. The standard work day is 12:01 a.m. to 12:00 midnight.

Standard Work Week. The standard work week begins on Monday 12:01 a.m. and ends on Sunday 12:00 midnight and is forty (40) hours of work performed within five (5) standard work days during a work week.

B. Standard Work Periods.

The standard work periods shall be as follows:

1. For Fair Labor Standards Act (FLSA)-covered classes, the standard work period is seven (7) consecutive days and generally consists of ~~within which are included~~ two (2) consecutive days of rest in a seven (7) consecutive day period. The work period shall be forty (40) hours, except as provided herein~~.~~ and depending on the position.

2. For FLSA Exempt classes, the standard work period is fourteen (14) consecutive days ~~within~~ which may generally consist of ~~are included~~ four (4)

days of rest (two (2) instances of two (2) ~~consecutive~~ days of rest each) in a fourteen (14) consecutive day period. This work period shall be eighty (80) hours.

C. Hours of Work: Regular Part-Time Employees. Regular part-time employees are those employees who work in a ~~budgeted~~ regular part-time position for at least twenty (20) hours per week, but less than ~~forty~~thirty (30~~40~~) hours per work week and ~~eighty~~ less than sixty (60~~80~~) hours per work period.

D. Alternative Work Schedules.

1. Required Advance Approval: Alternative Work Schedules are subject to approval by the General Manager's designee. However, Alternative Work Schedules are subject to change as District needs dictate. Reasonable notice shall be given, normally at least ten (10) calendar days prior to the change. However, the District may give less notice when reasonable and/or necessary.

2. Alternative Work Schedules: The District may assign an employee to any of three (3) Alternative Work Schedules:

   a. The Four-Ten (4/10) schedule of four (4) ten (10) hour days of work within a forty (40) hour work week.
   b. The Four/Nine (4/9)~~Nine/Four (9/4)~~ schedule of four (4) nine (9) hour days and one (1) four (4) hour day of work within a forty (40) hour work week.
   c. The Nine/Eighty (9/80) schedule of eight (8) nine (9) hour days and one (1) eight (8) hour day within two (2) consecutive work weeks.

   For purposes of determining overtime under the FLSA for employees on a Nine/Eighty (9/80) schedule, the work week will begin one minute after mid-shift after the employee commences work on the fifth consecutive work day and will end mid-shift one week later, resulting in a work period of 40 hours (i.e., for an employee who works Monday through Friday 8:00 am – 5:00 pm, and has an alternating designated eight (8) hour day on Friday, their first work week will begin on the previous Friday at 12:01 pm and end at 12:00 pm on Friday of the first week of the pay period. Work week two (2) will begin at 12:01 pm on that same Friday and end at 12:00 pm the following Friday).

~~3. Twenty-Four (24) Hour Operations: Employees who report to work on a shift which begins in one calendar date and ends in the next shall be compensated for the entire shift for the date the shift begins. Employees shall have a nine (9) hour break between work shifts.~~

E. ~~4.~~Under conditions requiring round-the-clock staffing to ensure continued water delivery to customers, a schedule may be implemented which consists of three (3) consecutive twelve (12) hour shifts totaling thirty-six (36) hours in a work week. However, employees so assigned shall receive pay at their regular rate of pay for forty (40) hours.

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ARTICLE 5, SECTION 2: REST AND LUNCH PERIODS

One (1) paid ten-minute rest break shall be made available~~provided~~ to employees for each four (4) hours of service within a single work shift. An unpaid lunch period of at least thirty (30) minutes shall be provided midway in the employee's work day to any employee who works for at least six (6) hours in a work day. Daily rest breaks not taken will be forfeited. Except as provided below, breaks may not be combined with lunch periods, nor may they be moved to the beginning or ending of the work day.

~~In emergency situations w~~Where the interest of the District is served, the Manager~~supervisor~~ may elect to combine rest and lunch periods in order to expedite the completion of the job, which shall shorten the work day.

ARTICLE 5, SECTION 3: OVERTIME

This section is intended only to provide the basis for the calculation of and payment for overtime and shall not be construed as a guarantee of hours of work per day or per pay period. ~~This overtime pay provision shall not apply to (a) court leave/jury duty, (b) standby time, and (c) any unauthorized hours of work.~~(Moved to Section C).

A. FLSA. In accordance with the FLSA, regular full-time and regular part-time employees' overtime is authorized or ~~ordered~~ mandated work ~~worked~~performed by an employee, which is in excess of the full regularly scheduled work week of forty (40) hours. ~~However, an employee who has a 9/80 Alternative Work Schedule is not considered to have worked overtime unless his/her time worked exceeds eighty (80) hours within the two (2) consecutive work weeks over which the schedule extends.~~

   Scheduled overtime is separate and distinct from call-back overtime, which is defined in Section 5 as unexpected or unanticipated overtime.

B. Computation of Overtime. Computation for overtime shall be based on the employee's regular rate of pay. The regular rate pay is the employee's base salary plus any applicable differentials or premium rates to which the employee is entitled.

C. Exclusion ~~of Certain Leave~~ from Hours Actually Worked. Notwithstanding any other policy, practice, rule, regulation, or Memorandum of Understanding provision to the contrary, any absence for court leave/jury duty, standby time, unauthorized hours of work, or holiday pay on an employee's scheduled Alternative Work Schedule day off, and any unpaid time off, including disciplinary suspensions or leaves of absences, shall not be counted as hours actually worked for purposes of calculating overtime compensation.

   In addition, if an employee works one (1) additional hour during the ~~pay period~~work week to make up for an 8-hour holiday which falls on an employee's alternative nine (9) hour day schedule, or two (2) hours to make up for an 8-hour holiday which falls on an employee's alternative ten (10) hour day schedule, such one (1) or two (2)

hours will not be eligible for overtime compensation. The additional hour(s) worked must be made up in the same work week as the holiday.

D. Compensation for Overtime. Compensation is defined as either cash payment or compensatory time off, or a combination of cash payment and compensatory time off, in accordance with the overtime code for the employee's class. Employees shall have their overtime hours computed as follows:

Code "NE" (FLSA covered)	Employees who are covered by FLSA (non-exempt) are eligible for overtime at time and one-~~-~~half, ~~double time,~~ compensatory time off and for premium compensation for working on holidays.
Code "E" (FLSA exempt)	Employees exempt from FLSA. Exempt employees are not eligible for overtime or compensatory time off and shall be charged vacation or sick leave only if they are absent on leave for a full work day.

~~A list of covered and exempt classifications is attached as Appendix "B" to this MOU.~~

~~E. Double Time for Twelve Hour and for "Sixth" and "Seventh" Day Time Worked.~~

~~1. Regular work day: All hours worked in excess of twelve (12) on a standard workday will be paid at twice the employee's regular rate.~~

~~2. Hours worked on "sixth" day:~~
~~a. Hours worked on the employee's sixth day within a work week, up to and including twelve (12) hours, will be paid at one and one-half times the employee's regular rate.~~
~~a. Hours worked in excess of twelve (12) hours on the employee's sixth day within a work week, will be paid at twice the employee's regular rate.~~

~~3. Hours worked on "seventh" day:~~
~~a. Hours worked on the employee's seventh day within a work week, up to eight (8) hours, will be paid at one and one-half times the employee's regular rate.~~
~~b. Hours worked on the employee's seventh day within a work week in excess of eight (8) hours will be paid at twice the employee's regular rate.~~

ARTICLE 5, SECTION 4: COMPENSATORY TIME OFF

Compensatory time off is paid time off in lieu of cash payment for overtime worked. One hour of overtime work earns one and one-half hours of compensatory time off. Employees will be allowed to accrue compensatory time off when the employee has no accrued vacation and/or sick leave hours due to being newly hired or due to exhausting accruals for legitimate personal leave reasons. For example, family medical leave, pregnancy leave or other legitimate reasons. When an employee is allowed to accumulate compensatory time off, such accrual shall be limited to accumulating a maximum of sixty (60) compensatory time hours. An employee who has accumulated

sixty (60) unused hours of compensatory time shall be paid overtime compensation in cash for any additional overtime worked.

Employees will be permitted to use accrued compensatory time off within a reasonable period after providing~~upon approval of the Chief or designee~~ advanced notice to and upon approval by the District, provided that such usage does not unduly disrupt the District's operations.

Compensatory time earned and used must be recorded on the District time sheet in the spaces provided for "Compensatory Time Earned" and "Compensatory Time Used." Both supervisor and employee are required to certify~~ by their signature,~~ the accuracy of the compensatory time accrual and use.

Compensatory time off earned may be used in the payroll period following the payroll period within which it was earned.

Compensatory time off balances will be paid in cash to an employee at the time of an employee's termination at the employee's final regular rate of pay.

The decision to pay for overtime worked in cash or compensatory time off shall be at the discretion of the District.

ARTICLE 5, SECTION 5: ASSIGNMENT PREMIUMS

Application of Premium Rates. Premium rates for all assignment premiums are paid only for hours actually worked in the specific assignment and are not applicable to vacation or sick leave buyout or to terminal pay.

A. Shift Pay. Shift pay is for an assigned shift other than the regularly scheduled day shift. Shift pay shall be paid to employees for working ongoing ~~non-routine~~ shifts outside the hours of 6:00 a.m. to 6:00 p.m.

   1. Compensation for Shift Pay.
      One dollar and fifty cents ($1.50) per hour in addition to the employee's regular salary.

   ~~2. An employee who works on an assigned shift other than the regularly scheduled day shift shall be paid salary during his/her lunch break, at a rate equal to his/her rate of shift pay, in an amount not to exceed 30 minutes pay.~~

   2. ~~3.~~ No shift pay will be paid for hours~~overtime~~ worked ~~performed~~ as an extension of a ~~day~~regularly scheduled shift between 6:00 a.m. – 6:00 p.m. ~~If overtime is being paid as a result of a continuation of a regularly scheduled shift, shift pay will not be paid.~~

B. Standby Duty.

   1. The District may assign an employee to weekly standby duty on a rotating basis. Employees assigned to standby duty must be able to respond to an emergency call ~~without delay~~within one hour. Employees assigned to standby

duty shall carry assigned equipment~~carry pagers~~, provided by the District, at all times during the standby assignment. The employee shall ensure that the assigned equipment is ~~pager batteries are~~ charged at all times. The District's Drug Free Workplace Policy applies to employees assigned to standby duty. An employee assigned on standby duty who fails, refuses, or is unable to respond to an emergency call is subject to disciplinary action.

2. Employees assigned to standby duty may arrange to be replaced by a substitute, provided he/she receives approval from department supervision ~~at least twenty-four (24) hours~~ before the standby duty is scheduled to begin.

3. Compensation for Standby Assignment: Employees on standby duty shall be paid ~~twenty dollars ($20.00)~~ $2.50 per ~~shift~~hour for each ~~week~~hour the employee is on standby duty.

4. Compensation for Work Performed on Standby: An employee on standby, who is called in for emergency work at times other than his/her regular work schedule shall receive a minimum of two (2) hours of pay, and be paid the regular rate of pay~~at the overtime rate of time and one-half for all hours worked, subject to the provisions of Article 5, Section 3, Overtime~~.

   a. When responding to an alarm via SCADA or calls from the answering service from home (place of contact), employees receive compensation in the following increments.

      - Up to 15 minutes = 15 minutes of pay
      - 16 – 30 minutes = 30 minutes of pay
      - 31 – 45 minutes = 45 minutes of pay
      - 46 – 60 minutes = 60 minutes of pay

   b. If the employee responds to an alarm or to calls from the answering service from home (place of contact) between midnight and 6:00 a.m. and has at least two (2) hours of cumulative paid time during this time period, the employee will receive five (5) hours of rest time from the completion of the last call.

~~5. Special Emergency Compensation for Employees Not Assigned to Standby: An employee who is not assigned to standby duty, but who is called in for emergency work at a time other than his/her regular work shift shall be paid one and one-half (1 ½) times his/her regular rate of pay plus an additional one-half (1/2) hour of pay ("report time"). In no case shall such employee receive less than three (3) hours pay at time and one-half, nor shall he/she be required to remain longer than the time required to perform the emergency work.~~

5. ~~6.~~ This Standby section shall cease to be effective if the District establishes a second and/or third shift emergency crew.

C. Call Back Duty.

1. Eligibility. Call-back work is work required of an employee who, following completion of the employee's work day and departure from the employee's work site, is ordered to report back to duty to perform necessary work. The District's Drug Free Workplace policy applies to all employees that report to work and it is the employee's responsibility to ensure that they are in compliance with said policy and are otherwise able to safely and effectively perform their required duties when called back to work. If an employee is under the influence of alcohol or a controlled substance when requested to report back to work, he/she is required to decline the call-back duty assignment. An employee who declines call-back duty for that reason will not be subject to disciplinary action, except for the employee on standby duty, who is subject to discipline for declining a call-back due to the standby requirements set forth in Section B, above.

2. Qualifications. To qualify for this call-back provision, an employee must leave the place from which the employee is called and actually report to a work site. Neither changes in a shift or work schedule shall constitute call-back work.

3. Compensation. An employee who is called back shall receive a minimum of ~~three (3)~~two (2) hours pay, subject to the provisions of Article 5, Section 3, Overtime.

4. Work Performed at Place of Contact. An employee contacted by the department during his/her off duty hours and required to perform services without leaving the place of contact~~,~~ shall receive compensation for such time worked in the same manner such employees receive scheduled overtime compensation. To be eligible for such compensation, employees must be authorized and ordered by the District to perform such services.

5. Multiple~~Additional Assignment While on~~ Call-Backs. An employee who is contacted while serving a call-back and is called to another site for additional duties shall not be compensated for a second or subsequent call-back for this assignment. However, if the employee has left the work site, or sites, and is actually returning, or has returned, to his/her original point of contact, and is then called back again outside of the original ~~three (3)~~two (2) hours minimum pay timeframe, the employee shall be compensated for an additional call-back.

6. Travel Time. For purposes of computing call-back pay, travel time from the employee's residence (place of contact) to their reporting station and return home shall be included in the minimum call-back pay except that, if the employee is required to remain on duty until the start of their regularly scheduled shift, return travel time to the employee's residence will not be paid. Pay for call-back situations shall be computed as follows: If the combined travel time and work time is less than the minimum call-back time of two (2) hours, the employee shall be paid the minimum two (2) hours of call-back time. If the combined travel time and work time is more than the

two (2) hours call-back time, pay shall be the actual total of work time and travel time.

7~~6~~. Rest Time. Employees that work more than 3 continuous hours of call-back time shall have eight (8) hours of rest time before reporting back to work (subject to the exception discussed below). If the minimum rest time will result in the employee not being able to report to work at their normal start time in the next work period, the employee and supervisor shall mutually coordinate a reasonable return to work time. In that event, the employee will receive pay at the regular rate of pay for the required rest period to the extent it overlaps with the start of the employee's regular scheduled work shift. An employee may request additional rest time, beyond the minimum required, subject to supervisor approval and may choose to either take unpaid time, use vacation, or take compensatory time.~~Employees shall have a nine (9) hour break between regular work shifts. When an employee is requested to work more than three (3) hours and the nine (9) hour break overlaps the employee's next regular shift, he/she may return to his/her regular shift and will receive pay at their regular rate for the shift. If there are less than three (3) hours remaining in that shift, the employee shall return at his/her next regular shift, and will be paid for his/her regular shift.~~

Notwithstanding the foregoing, ~~a.I~~if at the District's discretion, an employee is needed to work their~~for the~~ regular shift because of lack of skilled personnel prior to ~~a nine (9)~~them having eight (8) hours of rest time ~~break~~, the employee will be paid at one and one-half (1-1/2) times his/her regular rate for hours worked in his/her regular shift on that day.

D. Report Time Pay.

Two Hours: An employee who reports for work on his/her regular shift and is then sent home because of lack of work, ~~or~~ inclement weather, or natural disaster shall receive two (2) hours pay at his/her regular rate of pay and may supplement the remainder of the day with vacation, compensatory time or unpaid time subject to supervisor approval. If an employee is sent home after working two hours or more, he/she shall be paid only for the hours actually worked at his/her regular rate of pay.

~~Four Hours: If a full-time employee reports to work on his/her regular eight (8) hour shift and is then sent home due to inclement weather after working at least four (4) or more hours, he/she shall receive eight (8) hours pay at his/her regular rate of pay. (See Article 5 "Alternative Work Schedules" for exceptions).~~

ARTICLE 5, SECTION 6: TEMPORARY ASSIGNMENTS

1. Temporary Assignment Designation.

   a. The General Manager or designee may approve a temporary advancement of a qualified employee assigned to perform duties of a class which is compensated at a rate higher than such employee's class when such

position is temporarily vacant or the incumbent is absent therefrom. The assignment must be for at least ~~three~~ two (~~3~~2) weeks, but not over twenty-six (26) weeks. ~~except that if the temporary assignment is for crew leader, the assignment must be for at least one week.~~ The District, at its discretion, may temporarily modify the duties of the vacant position as District needs dictate.

b. When either (a) an employee is assigned to perform duties of a higher class, or (b) if the District temporarily modifies the duties of a vacant position, resulting in an employee performing some but not all of the duties that would be regularly performed in such position, the District will pay~~he/she will remain in his/her current class, but shall be paid~~ a premium rate of at least five percent (5%) above the employee's salary in their current position. For employees assigned to perform duties of a higher class, the employee will remain in his/her current class and the premium pay~~or an amount which~~ shall be at least the difference between the rate of compensation in his/her current class and that of the minimum salary of the range of the temporarily vacant class, whichever is greater. However, at no time will the temporarily assigned employee be paid a rate higher than the maximum of the range for the temporarily vacant class. ~~If the duties of the vacant position are temporarily modified, and the employee is only performing some of the higher level duties but not the entire duties of the vacant class, the employee shall be paid a premium rate of five percent (5%) above his/her current class.~~ Employees on temporary assignments will be compensated from the first day of appointment, provided the assignment is for at least ~~three~~ two (~~3~~2) weeks. The premium rate shall not apply to vacation or sick leave buyouts during the period of the temporary assignment.

c. At the conclusion of such temporary assignment, the employee's rate shall be returned to his/her rate of pay immediately prior to the temporary assignment, adjusted for any merit increases or across-the-board wage adjustments which may have been made during the temporary assignment.

d. An employee who is temporarily assigned to the duties of a higher class, and who terminates District service during such assignment, shall be paid termination benefits at the rate the employee was paid prior to the temporary assignment, adjusted for any wage adjustment(s) which may have been made during the temporary assignment.

ARTICLE 6 - ALLOWANCES FOR WORK-RELATED EXPENSES

ARTICLE 6, SECTION 1: MEAL ALLOWANCE

A. Overtime. The District will provide a meal for ~~A~~an employee who is authorized or ordered to work, and does actually work three (3) hours or more of overtime as an extension of his/her regularly assigned work shift. ~~is eligible for a meal allowance of eight dollars ($8.00). This allowance also applies to each six consecutive hours~~

~~thereafter for the duration of the overtime assignment. The District may provide a meal for an employee in lieu of a meal allowance.~~

~~B. Call Back. An employee who is called back to work in accordance with Article 5, Section 5(C) under the same conditions and in the same manner provided in Article 6, Section 1(A) is eligible for a meal allowance.~~

ARTICLE 6, SECTION 2: SAFETY SHOE ALLOWANCE

A uniform boot/shoe allowance of up to one hundred and fifty dollars ($150.00) per pair shall be provided for uniformed employees, as determined by the District.

The allowance is provided to reimburse the uniformed employee for an initial purchase and subsequent reimbursement of replacement boots/shoes as needed and approved by the District in accordance with the Procedures and Guidelines as outlined within the District's Uniform Standards.

ARTICLE 6, SECTION 3: SAFETY GLASSES

Prescription Safety Glasses will be provided for employees working in areas where eye protection is required at all times. The prescription safety glasses must meet ANSI Z87 standards. The District will purchase no more than one pair of prescription safety glasses per employee per fiscal year. The District's obligation under this section does not include special tints or other features. The employee is responsible for providing a current prescription before the glasses are ordered.

ARTICLE 7 - EMPLOYEE BENEFITS

ARTICLE 7, SECTION 1: PENSION (RETIREMENT PLAN)[1]

The administration of the Pension Retirement Plan shall conform and be subject to California Public Employees Retirement System (PERS) requirements and the California Public Employees' Retirement Pension Reform Act of 2013 (PEPRA).

Retirement benefits and the Pre-retirement Option 2 Death Benefit are provided to eligible regular employees under PERS.

Definitions:

New Member:

- An individual hired on or after January 1, 2013 who has never been a member of any public employee retirement system prior to January 1, 2013; or
- An individual hired on or after January 1, 2013 who moved between retirement systems without reciprocity; or
- An individual hired on or after January 1, 2013 who moved between retirement systems with more than a six month break in service (unless the individual left Otay Water District and returned to Otay Water District employment).

New Employee:

1 Language moved from Side Letter Agreement 1-1-13, Employee Benefits

- An individual employed for the first time by any public employer on or after January 1, 2013; or
- An individual employed for the first time by any public employer on or after January 1, 2013 and who was employed by another public employer prior to that date, but who was not subject to reciprocity.

Current Member:

- An individual hired before January 1, 2013; or
- An individual hired on or after January 1, 2013, who is hired from another public agency that has reciprocity with PERS and that did not have a break in service of more than six (6) months.

A. Retirement Formula

Hired on or after January 1, 2013 (New Members/New Employees):
The basis for computing employee retirement compensation shall be two percent (2%) at age 62 PERS Formula based on the employee's 36 months of highest average annual compensation, subject to the cap set forth in Government Code section 7522.10.

Hired before January 1, 2013 (Current Members):
The basis for computing employee retirement compensation shall be two point seven (2.7) percent at age 55 PERS Supplemental Formula based on the employee's single highest year annual compensation.

B. Employee Contribution.
Hired on or after January 1, 2013 (New Members/New Employees):
The employee shall pay 50% of the normal cost rate for the defined benefit plan, subject to the cap set forth in Government Code section 20516.5.

Hired before January 1, 2013 (Current Members):
The employee shall pay eight (8) percent of their annual pensionable compensation toward their pension.

C. Special Compensation.

1. Holiday pay is reported for employee who work in positions that require scheduled staffing without regard to holidays. If the employee is paid over and above the normal salary when a holiday is worked, the additional pay is reported separately to CalPERS as special compensation. This applies to both current and new members/employees.

2. Uniform Allowance.

   Hired on or after January 1, 2013 (New Members/New Employees):
   Uniform Allowance is not pensionable compensation and not reported to CalPERS as special compensation.

Hired before January 1, 2013 (Current Members):
Uniform Allowance is reported for employees required to wear a uniform, although the cost is absorbed by the District. These costs are reported to CalPERS as special compensation. The annual cost of uniforms is divided by the number of participating employees to determine the reportable amount.

ARTICLE 7, SECTION 2: SHORT TERM/LONG TERM DISABILITY INSURANCE

Short-Term/Long-Term Disability Insurance is available to all full-time regular employees on the first of the month following the hire date.~~who have completed at least ninety (90) days of continuous service.~~ The details of the plan are as set forth in a separate booklet furnished to all eligible employees, is referenced only to provide additional information, and is not incorporated into the MOU.

A. Premium. The premium is based on the employee's salary and is paid by the District.

ARTICLE 7, SECTION 3: GROUP MEDICAL AND DENTAL INSURANCE: ACTIVE EMPLOYEES (Combined Sections 3 & 5)

A. Active Employees' Medical and Dental Insurance Eligibility. Regular full-time employees and their eligible dependents are eligible for coverage under the District-selected medical and dental insurance plans, which includes a Flexible Benefits Plan, effective the first of the month following date of hire and upon proper application, acceptance, and continuous service. Regular part-time employees and their eligible dependents are eligible for coverage effective the first of the month following date of hire and upon proper application, acceptance, and continuous service, except that the District's contribution is limited to one-half (1/2) of the District's contribution as provided below. The medical and dental plan details are set forth in a separate booklet furnished to eligible employees, is referenced only to provide additional information, and is not incorporated into the MOU. B. Health Insurance Coverage.

1. Dental~~Required~~ Coverage. All eligible employees are required to enroll in the dental insurance plan~~following minimum core benefits~~ for the employee only.
   - ~~Dental insurance.~~
   - ~~Basic life and AD&D insurance.~~

2. Medical Coverage. All eligible employees must select from the following two (2) options:

   Option 1: Waive Coverage
   You may elect to waive coverage if you are covered by another group health insurance plan, subject to plan provisions or District approval. You will be required to provide proof of medical insurance coverage.

   Option 2: Medical Insurance
   You may elect to enroll in the District-selected medical plan in accordance with the eligibility and enrollment guidelines. Married District employees are required to enroll on the same medical plan as a family.

~~C. Proof of Dependent Coverage. Employees who submit satisfactory "Proof of Medical Insurance Coverage" for their dependents may elect to waive dependent coverage under the District Medical Insurance Plan. This election may only be made during the plan's open enrollment period or during the year as the result of a qualifying "change in status" as defined by Section 125 of the Internal Revenue Code.~~

~~D. Health Insurance Premium Contributions.~~

~~Premiums are based on the following categories:~~

~~EO: Employee Only~~
~~E+1: Employee and Spouse or Employee and Child~~
~~E+2 or more: Employee, Spouse and Child/Children or Employee and Children~~

C. ~~1.~~ District/Eemployee Ccontribution ~~for FY 2007-2013.~~.

The formula for District and employee ~~health~~ medical and dental insurance contributions shall be:

~~EO:~~ 100% of the premium paid by the District for employees
~~E+1:~~ 88% of the District-selected premium paid by the District for dependents;
12% paid by the employee
~~E+2 or more: 88% of the District-selected premium paid by the District; 12% paid by the employee~~

D. Reservation of Rights.

The coverage and benefits provided by this section shall only be valid for the term of this MOU and are not guaranteed beyond that. Moreover, subject to state law governing the duty to meet and confer, the District expressly reserves the right to amend or modify the District-selected insurance plans at any time and employees acknowledge that they are not entitled to any specific type of plan or coverage. The District's decision to change or end the current plan may be due to, but are not limited to, changes in federal or state laws or regulations governing medical or dental insurance benefits, the provisions of a contract or policy involving an insurance company, cost or coverage changes, or any other reason.

ARTICLE 7, SECTION 4: GROUP HEALTH AND DENTAL INSURANCE: RETIRED EMPLOYEES[1]

[1] Language moved from Side Letter Agreement 1-1-13, Employee Benefits

A. Retiree Health Insurance Guaranteed. The provision of health insurance and access to medical and dental insurance for employees retiring who held full-time status during their employment and their eligible dependents (as set forth below) are guaranteed for the life of the retiree and spouse. However, the District reserves the right to make changes related to the overall administration of the plan (e.g., changing health care providers) that do not have a major impact on the overall plan structure. The medical plan details are set forth in a separate booklet furnished to eligible employees, is referenced only to provide additional information, and is not incorporated into the MOU.

B. Hired on or after January 1, 2013 (New Members/New Employees):
The employee shall pay the difference between 8.75% of annual pensionable compensation and 50% of the normal cost rate for the defined benefit plan to the District to offset the District's costs for post-retirement health benefits set forth in this section. Such payments to and contributions by the District shall be subject to and comply with the requirements for the District's Prefunding Plan under the California Employer's Retiree Benefit Trust Program (the Trust).

Hired before January 1, 2013 (Current Members):
The employee shall contribute three quarters of one percent (0.75%) of annual pensionable compensation to the District to offset the District's costs for post-retirement health benefits set forth in this section. Such payments to and contributions by the District shall be subject to and comply with the requirements for the Trust.

C. Eligibility. Retirement through the District's Pension Retirement Plan (currently CalPERS) is required to be eligible to receive Retiree Health Insurance in addition to any other provisions set forth herein. Additionally, Medicare-eligible retirees and retiree's spouse are required to sign up for Medicare Parts A and B at the retiree's and/or spouse's expense, if eligible, to be eligible for District retiree health coverage.

D. Eligible Dependents. Eligible dependents include those dependents who were covered by the District's health insurance on the date the employee ceased active service with the District. Dependents acquired after the employee retires are not eligible for coverage. If the retiree dies, or an active employee dies, and such employee was eligible to be covered by health insurance as a retiree on the date of death, then such employee's dependent(s) will be eligible for District-paid continuation of health insurance coverage at 88% for the life of the retiree's spouse. If there are dependent children eligible for coverage, such unmarried children are eligible for District-paid continuation of health insurance coverage at 88% up to age 19. Plan requirements shall be set forth in a separate booklet furnished to all eligible retirees, is referenced only to provide additional information and is not incorporated into the MOU. Dependent children may be allowed to remain on the plan at the retiree's own expense beyond age 19 as required by law.

~~C.~~E. Health and Dental Insurance Premium Contributions. District contributions towards health and dental insurance premiums for retired employees who held full-time status during their employment, shall be as follows; and medical and dental plan requirements shall be as set forth in separate booklets furnished to all eligible retirees, are referenced only to provide additional information, and are not incorporated into the MOU:

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I. REGULAR RETIREMENT

1. Qualifications for represented employee coverage are:
   The employee has attained age 55; and
   The employee has completed twenty (20) years of continuous full-time service from latest date of hire.

2. District/retiree contribution:
   District and retiree health and dental insurance contributions shall be based on the following formula:

Employee Only:	100% of the premium paid by the District.
Employee+1:	88% of the District-selected premium paid by the District; 12% paid by the employee.
Employee+2 or more:	88% of the District-selected premium paid by the District; 12% paid by the employee.

This shall be a fixed percentage and shall not change after the employee retires.

II. EARLY RETIREMENT

1. Early Retirement Due to Employee Disability.

   An employee may retire between the ages of 50 and 54, if (1) the employee is disabled and unable to work the usual duties of the employee's position on a permanent basis or long-term basis (subject to District approval), (2) has a minimum of ten (10) years of continuous full-time District service from latest date of hire, and (3) also takes an early retirement through the District's retirement pension plan (CalPERS). The District will make the final determination of disability eligibility. The District has sole discretion to determine whether the employee is disabled to qualify for this benefit and to adopt policies, regulations, and/or guidelines to aid in this determination. The Association waives for the life of this agreement its right to negotiate the District's ability to determine who is disabled and to determine the policies, regulations and/or guidelines.

2. Early Retirement Due to Employee Hardship.

   An employee may retire between the ages of 50 and 54, if (1) the employee experiences a severe hardship (subject to District approval), (2) has a minimum of twenty (20) years of continuous full-time District service from latest date of hire, and (3) also takes an early retirement through the District's retirement pension plan (currently CalPERS). A severe hardship may include a spouse who suffers from a serious and prolonged illness or disability where the employee is required to care for the spouse or other similar extraordinary circumstances. The District will make the final determination of hardship eligibility. The District has sole discretion to determine whether the employee has a qualified hardship to be eligible for this benefit and to adopt policies, regulations, and/or guidelines to aid in this determination. The Association waives for the life of this agreement its right to negotiate the District's ability to determine who qualifies for this benefit and to determine the policies, regulations and/or guidelines.

3. Benefit Level.

If an employee is permanently disabled or has a severe hardship as defined above, the employee may be eligible for retiree health benefits provided they are an active employee who has attained age 50 and has years of continuous service as defined above. The employee and eligible dependents would receive a reduced contribution level toward the District's current retiree medical and dental benefit plan as follows:

Early Retirement Due to Disability or Hardship	
Age at Time of Retirement	**District Fixed Percentage Contribution Level**
50	**70%**
51	**76%**
52	**82%**
53	**88%**
54	**94%**

If disability retirement or hardship is approved by the District, the percentage of the retiree's health benefit premium to be paid by the District will be determined based on the retiree's age at the time the retirement becomes effective, as demonstrated in the above table. The District's fixed percentage contribution will not increase over time. The same fixed percentage will be applied to calculate the District's portion for any qualified dependent(s).

~~ARTICLE 7, SECTION 5: DENTAL INSURANCE: ACTIVE EMPLOYEES~~

~~Regular full-time employees and their eligible dependents are eligible for coverage under the District-selected Dental Insurance Plan, effective the first of the month following date of hire and upon proper application, acceptance, and continuous service. Regular part-time employees and their eligible dependents are eligible for coverage effective the first of the month following date of hire and upon proper application, acceptance, and continuous service, except that the District's contribution is limited to one-half (1/2) the District's contribution as provided below. The dental plan details are set forth in a separate booklet furnished to eligible employees, is referenced only to provide additional information, and is not incorporated into the MOU.~~

~~The formula for District and employee contributions for dental insurance shall be:~~

~~1. District contribution for FY 2007-2013:~~

~~EO: 100% of the premium paid by the District~~
~~E+1: 88% of the premium paid by the District; 12% paid by the employee~~
~~E+2 or more: 88% of the premium paid by the District; 12% paid by the employee~~

ARTICLE 7, SECTION 5~~6~~: LIFE INSURANCE: ACTIVE EMPLOYEES

Group Term Life Insurance is provided to regular full-time and regular part-time employees and their eligible dependents. ~~The benefits are based on the employee's annual earnings. Dependents covered under the employee's health insurance policy have life insurance coverage of $1,000.00.~~ The details of the plan are as set forth in a separate booklet furnished to all eligible employees, is referenced only to provide additional information, and is not incorporated into the MOU.

A. Premiums. The premium is based on the employee's coverage and is paid by the District. In addition, an employee may elect to cover him/herself and eligible dependents for voluntary term life insurance. The full cost of this voluntary term life insurance is paid by the employee through payroll deduction. The details of the plan are as set forth in a separate booklet furnished to all eligible employees.

B. Reservation of Rights. The coverage and benfits provided by this section shall only be valid for the term of this MOU and are not guaranteed beyond that. Morever, subject to state law governing the duty to meet and confer, the District expressly reserves the right to amend or modify the District-selected Group Term Life Insurance plan at any time and employees acknowledge that they are not entitled to any specific type of plan or coverage. The District's decision to change or end the current plan may be due to, but are not limited to, changes in federal or state laws or regulations governing life insurance benefits, the provisions of a contract or policy involving an insurance company, cost or coverage changes, or any other reason.

ARTICLE 7, SECTION 6~~7~~: DEATH BENEFIT

In the event of an employee's death, any unpaid wages, accrued unused vacation, ~~and/or~~ accrued unused sick leave, accrued/unused birthday holiday, and/or accrued unused compensatory time shall be paid to the beneficiary designated in the Group Term Life ~~i~~Insurance Beneficiary form~~records~~ filed in Human Resources or as otherwise required by law.

ARTICLE 8 - PAID LEAVES

ARTICLE 8, SECTION 1: HOLIDAYS AND HOLIDAY COMPENSATION

The District recognizes the following fourteen (14) holidays:

1. New Year's Day
2. Dr. Martin Luther King Jr's. Birthday
3. Presidents Day
4. Cesar Chavez Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. Friday following Thanksgiving Day
11. Christmas Day
12. Two Floating Holidays (see subsection "A" below)
13. Employee's Birthday (see subsection "B" below)

A. Floating Holiday. Two (2) floating holidays shall be granted to employees to use in conjunction with other holidays. To establish the date of this holiday, on or before October first (1st) of each year~~,~~ the Association shall notify the District of their preference for scheduling it. The District will then, at its discretion, schedule the holiday on the date requested by the Association, if consistent with and not detrimental to the District's operations~~practical~~.

B. Employee's Birthday. The employee's birthday holiday may be used on the date of the employee's birthday, or, with advance approval, at any time after his/her birthday (subject to the time limitations below). Employees will not be paid for unused birthday holidays. An employee must notify his/her supervisor when he/she would like to take his/her birthday holiday. This holiday is to be used within twelve (12) calendar months from the date it is granted. ~~and may not be carried over to the next calendar year.~~

C. Saturday and Sunday Holidays. Holidays falling on Saturday will be observed on the preceding Friday and holidays falling on Sunday will be observed on the following Monday, which days shall be considered as the designated holiday.

D. Eligibility for Holidays. In no event shall the employee receive holiday pay unless he/she is on the payroll the day the holiday occurs and has worked or has paid service on his/her full, regularly~~-~~-scheduled shift the full day before and the full day after the holiday.

E. Compensation for Holidays.

1. Eligible full-time employees shall receive eight (8) hours pay for holidays, and eligible regular part-time employees shall receive four (4) hours pay for holidays, regardless of the day of the week on which the holiday falls, and regardless of whether it was worked or not. While on Personal Leave, FMLA, CFRA Leave, or Pregnancy Disability Leave (PDL), an employee will not be entitled to holiday pay.

2. Compensation for Working on a Holiday: In addition to subsection E (1) above, an FLSA non-exempt employee who works on a holiday shall be compensated at time and one-half~~twice~~ the employee's regular hourly rate for all hours worked on that holiday.

3. Weekend Holidays: An employee who works on Christmas Day, New Year's Day, and/or Independence Day when these three holidays fall on a weekend shall be compensated at time and one-half~~twice~~ the employee's regular rate of pay either on the Monday or Friday upon which the holiday is observed or on the actual day of the holiday, whichever day coincides with the day the employee works.

ARTICLE 8, SECTION 2: VACATION[1]

A. Eligibility. Vacation is paid time off earned by eligible regular full-time employees. Regular part-time employees shall earn fifty percent (50%) of the vacation credits earned by full-time employees. ~~Temporary employees shall not be eligible to accrue vacation credits.~~

[1] Language moved from Side Letter Agreement, Cash-in of Vacation and Sick Leave Credits

An employee's vacation credits earned become available for use as it is accumulated on a daily basis for actual hours paid in the payroll period and may be used beginning in the payroll period following the payroll period within which it was earned.

B. Earnings. Eligible employees earn vacation credit as follows:

Years of Continuous Service with the District	Hour/Day Equivalent for Full-Time Employees Over One Year (26 Biweekly Pay Periods)
Up to Five Years	96 hours /12 Days
Six Years	104 hours/13 Days
Seven Years	112 hours/14 Days
Eight Years	120 hours/15 Days
Nine Years	128 hours/16 Days
Ten Years	136 hours/17 Days
Eleven Years	144 hours/18 Days
Twelve Years	152 hours/19 Days
Thirteen Years	160 hours/20 Days
Fourteen Years	168 hours/21 Days
Fifteen Years	176 hours/22 Days
Twenty Years	184 hours/23 Days

Vacation credit continues to accrue when an employee is on paid vacation or sick leave.

C. Maximum Balance. The maximum amount of vacation an eligible employee may accumulate is four (4) times his/her annual rate of accrual. Employees of the District as of July 1, 1993 shall have his/her existing vacation credits set aside or "banked" and the employee will have the ability to use or cash-in these credits in accordance with the District Vacation Policy.

D. Cash-In of Vacation Credits. An employee may request to cash-in portions of unused vacation under the following conditions:

1. Annually in December of each year an employee may elect one irrevocable request for pay in lieu of vacation hours in the next calendar year. A request may not exceed the employee's accrued vacation at the time payment is made. The employee must select the month in which to receive the pay-out.
2. The employee must maintain at least an eighty (80) hour balance after the cash-in occurs and agrees to take a minimum of forty (40) consecutive hours of leave (this can include a combination of vacation, sick leave, holiday hours, compensatory time, and/or flex schedule when used consecutively) in that same calendar year. In the event an approved vacation is canceled by the District, the forty (40) concecutive hour requirement is waived.
3. The request is irrevocable and shall state the number of hours to be paid in lieu of vacation.
4. Request will be paid on the pay date of the first pay period of the month for which the pay-out is requested. The pay-out will be at the employee's regular base rate of pay at the time of the pay-out.
5. In cases where an employee has an unforeseeable emergency, a request shall be submitted to Human Resources. The General Manager or designee may approve modifying an employee's request for pay in lieu of vacation hours or approve a request if an election was not made for thast calendar year to be reimbursed for any or all of the required eighty (80) hour balance and may waive the requirement that the employee take a minimum of forty (40) consecutive hours of leave. An unforeseeable emergency means a severe financial hardship resulting from: (a) sudden

and unexpected illness or accident of the employee or his/her dependent, (b) loss of employee's property due to casualty, or (c) other similar extraordinary significant event.

E. Granting Requests. Vacations will, so far as practicable, be granted at the time requested by the employee provided the employee has enough hours to cover the request. H~~h~~owever, ~~that~~ the District may schedule and approve or deny vacations at its discretion to assure orderly operation of the District.

F. Use of Vacation Leave in Lieu of Sick Leave. If employee has used all available sick leave, vacation credits may also be used by an employee for sick leave with prior approval by the District.

G. Terminal Payment of Vacation. An employee, at the time he/she terminates employment with the District, shall be paid for any unused vacation credits at the employee's rate of pay at the time of leaving employment. Employees shall not be allowed to take vacation to extend their date of termination.

Notwithstanding any other provision in this Article 8, Section 2(G), for employees designated as Employees' Field Unit and Administrative Employees' Unit, an eligible employee (as defined in the last sentence) who is a participant in the Otay Water District Terminal Pay Plan on the date of his or her separation from District service, shall not be paid the monetary value of all available vacation credit as provided in Article 8, Section 2(G) above but, in lieu of such payment, the District shall make a monetary contribution in the amount of the monetary value of the vacation credit, up to the lower of the amount due or the amount allowed by law, towards the benefits provided for under the District's Terminal Pay Plan, if any, as provided therein. An eligible employee is a regular employee who is age 55 or older at the time of his/her termination of employment or who terminates employment because of his/her death.

H. Returning Employees. If an employee terminates from his/her position at the District and then returns to District employment within thirty-six (36) months, the employee will accrue vacation on the schedule based on his/her years of service at the time he/she left the District.

ARTICLE 8, SECTION 3: SICK LEAVE[2]

A. Eligibility. Sick leave is paid time off for use as described herein, earned by eligible regular full-time employees. Regular part-time employees shall earn fifty percent (50%) of the sick leave credits earned by full-time employees. ~~Temporary employees shall not be eligible to accrue sick leave credits.~~

An employee's sick leave credits earned become available for use as they are~~it is~~ - accumulated on a daily basis for actual hours paid in the payroll period and may be used in the payroll period following the payroll period within which it was earned.

B. Earnings. Eligible employees earn sick leave credit as follows:

[2] Language moved from Side Letter Agreement, Cash-in of Vacation and Sick Leave Credits

Years of Continuous Service with the District	Hour/Day Equivalent for Full-Time Employees Over One Year (26 Biweekly Pay Periods)
Up to Five Years	64 Hours/8 Days
Over Five Years but less than Ten Years	80 Hours/10 Days
Ten Years	120 Hours/15 Days

Sick Leave credits will continue to accrue when an employee is on paid vacation or sick leave.

C. Allowable Use of Sick Leave. Sick leave shall be allowed and used for personal illness, injury, medical appointments, and medical consultations and/or treatment, including hospitalization. Sick leave may also be used to care for the illness, injury, medical appointments, medical consultations and/or medical treatment of family members. Within a calendar year, an employee may use an amount of sick leave, equal to or less than that which he/she accrues in six months (i.e. one-half of his/her annual sick allotment) for family members.

D. Use of Sick Leave in Lieu of Vacation Leave. If an employee has used all available vacation leave sick leave may, with advance notice and prior approval by the District, be used as vacation.

E. Definition of Family Member. Family members for the use of sick leave are defined as:
- Child of the employee. "Child" is defined as a biological, foster or adopted child, stepchild, legal ward, or a child of an employee or his/her spouse/registered domestic partner (as defined in California Family Code §297) who is acting in *loco parentis*;
- The employee's spouse or registered domestic partner;
- Parents of the employee or the employee's spouse/registered domestic partner.

F. Verification of the Proper Use of Sick Leave. The District may require verification of the proper use of sick leave at any time. If the use of sick leave for illness or injury exceeds five (5) consecutive days, the employee shall provide the District with a medical doctor's written verification of the illness or injury. The doctor's written verification must include a statement indicating that the employee is unable to work and whether there are any work restrictions.

G. Maximum Balance. The maximum sick leave balance for eligible employees shall be six hundred (600) hours of sick leave credits. Employees of the District as of July 1, 1993 shall have his/her existing sick leave credits set aside or "banked" and the employee will have the ability to use or cash-in these credits in accordance with the District Sick Leave Policy.

H. Cash-In of Sick Leave Credits. An employee may request to cash-in portions of unused sick leave under the following conditions:

1. Annually in December of each year an employee may elect up to one irrevocable request for pay in lieu of sick leave in the next calendar year. A request may not exceed the employee's accrued sick leave at the time payment is made. The employee must select the month in which to receive the pay-out.
2. The employee must maintain at least an eighty (80) hour balance after the cash-in occurs and agrees to take a minimum of forty (40) consecutive hours of leave (this can include a combination of vacation, sick leave, holiday hours, compensatory time, and/or flex schedule when used consecutively) in that same calendar year. In the event an approved leave is canceled by the District, the forty (40) consecutive hour requirement is waived.

3. The request is irrevocable and shall state the number of hours to be paid in lieu of sick leave.
4. Request will be paid on the pay date of the first pay period of the month for which the pay-out is requested. The pay-out will be at the employee's regular base rate of pay at the time of the pay-out.
5. In cases where an employee has an unforeseeable emergency, a request shall be submitted to Human Resources. The General Manager or designee may approve modifying an employee's request for pay in lieu of sick leave or approve a request if an election was not made for that calendar year to be reimbursed for any or all of the required eighty (80) hour balance. An unforeseeable emergency means a severe financial hardship resulting from: (a) sudden and unexpected illness or accident of the employee or his/her dependent, (b) loss of employee's property due to casualty, or (c) other similar extraordinary signficant event.

I. Terminal Payment of Sick Leave. An employee, at the time he/she terminates employment with the District, shall be paid for any unused sick leave credits at the employee's rate of pay at the time of leaving employment. Employees shall not be allowed to take sick leave to extend their date of termination.

Notwithstanding any other provision in this Article 8, Section 3(I), an eligible employee (as defined in the last sentence) who is a participant in the Otay Water District Terminal Pay Plan on the date of his or her separation from District service, shall not be paid the monetary value of all available sick leave balance otherwise payable under this Article 8, Section 3(I) but, in lieu of such payment, the District shall make a monetary contribution in the amount of the monetary value of the sick credit, up to the lower of the amount due or the amount allowed by law, towards the benefits provided for under the District's Terminal Pay Plan, if any, as provided therein. An eligible employee is a regular employee who is age 55 or older at the time of his/her termination of employment or who terminates employment because of his/her death.

J. Returning Employees. If an employee terminates from his/her position at the District and then returns to District employment within thirty-six (36) months, the employee will accrue sick leave on the schedule based on his/her years of service at the time he/she left the District.

ARTICLE 8, SECTION 4: JURY DUTY (COURT LEAVE)

A. Definition. Jury duty (court leave) is paid leave granted by the District to an eligible employee to enable that employee to fulfill his/her duty as a citizen to serve as a juror, or as a prospective juror, or to serve as a witness in a court action to which the employee is not a party, before a Federal, Superior or Justice Court located within San Diego County.

B. Eligibility. An employee who has received an order from a court is eligible for court leave. Court leave is not granted when the employee is paid an expert witness fee or when attendance is part of the employee's official District duties. The employee must notify his/her supervisor immediately of any notice he/she receives to report for jury duty. The District may direct the employee to reschedule to ensure orderly operation of the District. The employee shall furnish the District with a statement, letter or timecard from a court official certifying the employee's service as a juror or prospective juror.

C. Court Leave Shall be Limited to and Subject to the Following:

1. Required attendance before Federal, Superior and Justice Courts located within the County of San Diego. Immediately after the employee is dismissed from jury service the employee must report to their supervisor. Employees will be provided reasonable travel time depending on location of jury service and mode of transportation taken.~~If an employee is excused from jury duty on or before 11:30 am, he/she shall report to work within one (1) hour from the time he/she is excused.~~ If there would be two (2) or more hours left in the work shift by the time the employee would be able to report to work, the employee shall either report to work or request to use vacation or comp time off for the remainder of the day, with supervisor approval. If there are less than two (2) hours left in the work shift, employee can go home and report to the next regular shift.

2. Jury service on a regular workday. Payment shall not be made for jury duty performed on an employee's regular day off. Similarly, payment for jury service on Saturdays or Sundays shall not be made unless those are regularly scheduled workdays for the employee and the employee was required to report to jury duty or for hours in excess of the employee's regularly scheduled workday, work week or work period. Refer to the Alternative Work Schedule procedure for additional guidelines.

3. Attendance that is required as a result of a notice to appear from the Jury Commissioner. If an employee volunteers to serve on jury duty even though the local rule of the court does not require it, the District will not pay the employee's salary for the period of such service. However, with advance District approval, the employee may use accrued vacation, ~~or~~ sick leave, or comp time to compensate him/her for the hours missed while on voluntary jury duty. No unpaid leave shall be granted for voluntary jury duty without prior approval of the employee's supervisor.

ARTICLE 8, SECTION 5: BEREAVEMENT LEAVE

A. Definition. Bereavement leave is paid leave granted by the District which is available to an employee at the time of death or funeral of a member of the employee's immediate family as defined below.

B. Eligibility. Regular ~~E~~employees ~~on paid status and regular part-time employees~~ are eligible for bereavement leave. Employees on a leave of absence status are not eligible.

C. Amount of Leave. Bereavement leave shall not exceed three (3) regularly scheduled work days for the death and funeral of a member of the employee's immediate family. However~~ Also~~, an employee shall be entitled to use two (2) days of sick leave, vacation, or compensatory time (if available) to supplment their~~as~~ bereavement leave. Regular part-time employees shall be eligible for fifty percent (50%) of the amount of leave granted to full-time employees.

D. Immediate Family. For purposes of bereavement leave only, immediate family is defined as:

Spouse, r~~R~~egistered d~~D~~omestic partner (as defined in California Family Code §297), p~~P~~arent, s~~S~~tepparent, p~~P~~arent of current spouse or registered domestic partner, c~~C~~hild, ~~Dependent~~ stepchild, g~~G~~randchild, g~~G~~randparent, b~~B~~rother, or s~~S~~ister.

E. Verification of Proper Use of Bereavement Leave. If requested by the District, application for paid bereavement leave must be supported by satisfactory evidence of death and family relationship.

ARTICLE 8, SECTION 6: SCHOOL ACTIVITIES LEAVE

A. Definition. School Activities Leave is the allowable use of the employee's existing leave credits to attend school activities.

B. Eligibility. A~~n~~ regular employee ~~on paid status and a regular part-time employee~~ who is a parent, guardian, or grandparent with custody of a child attending a licensed child day care facility or kindergarten, or enrolled in grade school through grade twelve, is eligible for School Activities Leave.

C. Amount of Leave. An employee may use as School Activities Leave, up to forty (40) hours of his/her existing vacation, ~~or~~ sick leave, ~~credits~~ or compensatory time balance per calendar year, but not more than eight (8) hours in any one (1) calendar month ~~of the school year~~ regardless of the number of children the employee may have. If the employee does not have sufficient paid leave available, he or she shall be allowed to take unpaid personal leave.

D. Required Advance Notice. Employees are required to give reasonable advance notice of their desire to take School Activities Leave, and in no event shall notice be less than forty-eight (48) hours advance notice without approval by the District ~~of their desire to take School Activities Leave~~. The District may require that the employee provide documentation verifying participation in school activities on a particular date and time.

E. If both parents of a child are District employees, only the parent who first gives notice shall be automatically allowed to take School Activities Leave; however, the other parent may also be allowed to take such leave simultaneously upon approval by the District for the requested time off.

ARTICLE 8, SECTION 7: MILITARY LEAVE

The administration of Military leave shall conform to both state and federal laws including, but not limited to, the requirements of the California Military & Veterans Code and the federal Uniformed Servides Employment and Reemployment Rights Act of 1994 (USERRA).

A. Definition and Eligibility. Military Leave (both Active and Temporary) is granted to an employee who is or becomes a member of the a~~A~~rmed forces~~Services~~, m~~M~~ilitia, National Guard or Naval Militia, or the o~~O~~rganized r~~R~~eserves of any of the same~~California or the United States~~. Such employee shall be entitled to the applicable leaves of absence and employment and reemployment rights and privileges provided by the Military &~~and~~ Veterans Code of the State of California and the USERRA.

B. Required Advance Notice. The employee must provide reasonable advance notice of the need for Military Leave and must provide the District with a copy of all military orders.

C. Compensation of Temporary Military Leave. The length of Temporary Military Leave (for training, as opposed to active duty) shall be as provided and in accordance with California Military & Veterans Code requirements including, but not limited to, section 395. ~~for the duration of a~~

~~summer encampment not to exceed~~ Compensation for Temporary Military Leave shall be provided for up to a two (2) week period in any one (1) calendar year, as follows: the District will pay the difference between the employee's District salary and compensation he/she receives from the government for military services rendered. The employee will receive pay from the District at such time he/she submits a statement to the Payroll Department verifying compensation received from the government. ~~or the employee's service during hostilities or other actions of the military forces.~~

D. Compensation for Active Military Leave. Employees eligible under California Military & Veterans Code sections 395.01, 395.02, or 395.05 shall receive their salary or compensation as a public employee for the first thirty (30) calendar days of any eligible absences, subject to the restrictions set forth in the applicable statute. For employees ineligible under the aforementioned statutes and for eligible employees beyond the thirty (30) day period, ~~T~~the District will pay the difference between the employee's District salary and compensation he/she receives from the government for military services rendered. The employee will receive pay from the District at such time he/she submits a statement to the Payroll Department ~~Human Resources Manager~~ verifying compensation received from the government.

ARTICLE 8, SECTION 8: FAILURE TO RETURN FROM LEAVE

Except as otherwise provided by law including, but not limited to, federal and state provisions related to return from Military Leave, ~~F~~failure by an employee to return to duty within two (2) days of the date he/she is scheduled to return from any type of leave shall be considered an automatic resignation and the employee shall be notified of his/her automatic resignation from District employment. The District will consider evidence of extenuating circumstances if it is submitted by the employee to the District within ten (10) calendar days of the postmark of the District notice.

ARTICLE 9 - UNPAID LEAVES

ARTICLE 9, SECTION 1: FAMILY MEDICAL LEAVE, ~~AND~~ PREGNANCY DISABILITY LEAVE AND KIN CARE

The administration of Family Medical Leave shall conform to the requirements of applicable~~the~~ s~~S~~tate and f~~F~~ederal f~~F~~amily l~~L~~eave a~~A~~cts including, but not limited to, the Family and Medical Leave Act of 1993 and the California Fmily Rights Act, as set forth in the District's Family Medical Leave, ~~and~~ Pregnancy Disability Leave, and Kin Care Leave Policy. ~~A copy of which is available on the INET.~~

ARTICLE 9, SECTION 2: NON-WORK-RELATED MEDICAL LEAVE

A. Eligibility and Length of Leave. An employee who has twelve (12) months of service, which service need not be consecutive, and has worked at least 1,250 hours during the twelve (12) months immediately prior to the leave, shall be eligible to request Non-Work-Related Employee Medical Leave for up to six (6) months under the same conditions as applies to Article 9, Section 1, Family Medical Leave.

B. Reinstatement.

1. Within Twelve Weeks. The District shall reinstate the employee who returns within twelve (12) weeks of commencement of leave to his/her former position or to an equivalent position as determined by the District, with equivalent pay, benefits, status and authority.

2. After Twelve Weeks. For an employee who returns after twelve (12) weeks from commencement of leave, the District may return the employee to his/her former position, unless the position is no longer available. In the event the District at its discretion, eliminates the position or fills it while the employee is on leave, the District shall notify the employee on leave in writing at least two (2) weeks prior to eliminating or posting the position.

~~ARTICLE 9, SECTION 3: WORK FURLOUGH~~

~~A. Eligibility. Work furlough is unpaid leave available to regular employees who are on paid status the entire scheduled work day before as well as the entire scheduled work day after the work furlough. Employees on other leave without pay shall not be eligible for work furlough.~~

~~B. Requests. The General Manager or his/her designee may grant a request from an employee for a voluntary unpaid leave of absence (work furlough) subject to the following conditions:~~

~~1. Leave must be taken in increments of at least one full hour.~~

~~2. The amount of leave shall not exceed forty (40) hours per fiscal year.~~

~~3. Medical and dental benefits shall continue as though the employee were on paid status.~~

ARTICLE 9~~10~~, SECTION 3~~1~~: WORK-RELATED DISABILITY LEAVE

A. Definition. Work-Related Disability Leave is unpaid leave provided to an employee on Workers' Compensation Temporary Disability Benefits for a period of up to six (6) months per injury for the purpose of recovering from, and receiving treatment for, a work-related disability.

Work-related Disability Leave shall run concurrently with Family Medical Leave ~~(FML)~~ if the purpose for the leave qualifies under the ~~FML~~Family and Medical Leave Act and/or the California Family Rights Act. An employee is eligible for only one six-month period of leave for any one injury or illness.

The provisions of this section are not intended to conflict with and are subject to applicable state and federal disability-related regulations and procedures including, but not limited to, the Americans with Disabilities Act and the Fair Employment and Housing Act.

B. Maintenance of Benefits During Work-Related Disability Leave. During Work-Related Disability Leave, the District shall maintain the following benefits for the employee and the employee's eligible dependents under the same conditions as coverage would have been provided if the employee had been continuously employed:

- Medical Insurance,

- Dental Insurance,
- Life and AD&D Insurance, and
- Long-Term Disability (LTD) Insurance.

If the employee elects to continue the optional life insurance and/or the flexible benefits program, the employee shall be required to pay the premiums by payroll deduction or direct payment to the District. At the beginning of the leave period, the employee will be given written notice of the amounts and option of either payroll deduction or direct payments. Such employee contribution amounts are subject to any changes in rates that occur while the employee is on leave.

While on Work-Related Disability Leave, an employee shall earn sick~~,~~ leave and vacation credit and will be entitled to pay for holidays.

Further, while on Work-Related Disability Leave, the employee's in-range date will be extended by the number of days following the first sixty (60) calendar days of leave taken.

C. Reinstatement.

1. Return Prior to Six Months. At the conclusion of a Work-Related Disability Leave that has not exceeded six (6) months in duration, and provided~~ing~~ that the employee's attending physician verifies that he/she is fully able to resume all of the duties and responsibilities of the position, and if such position exists, an employee shall be returned to the duties of the position within the classification to which he/she was assigned prior to the leave.

2. Status of Leave at Six Months. If, at the conclusion of six (6) months from the first day of injury or illness, the employee remains unable to return and resume the duties and responsibilities of his/her position, the District may consider his/her position vacated and take the necessary steps to fill it. The employee may request Personal Leave. The District ~~will~~may then place the employee on a Personal Leave of Absence not to exceed six (6) months. In the event the District in its discretion, eliminates the position or fills it while the employee is on leave, the District shall notify the employee in writing at least two (2) weeks prior to eliminating or posting the position.

ARTICLE 9, SECTION 4: PERSONAL LEAVE

A. Eligibility. An employee who has exhausted all other available District leave or a new hire who is not yet eligible for District leave~~has at least twelve (12) months of service with the District, which service need not be consecutive, and has worked at least 1,250 hours during the twelve (12) months immediately prior to the leave,~~ shall be eligible to request unpaid Personal Leave of up to six (6) months.

B. Requests. The District may grant Personal Leave for emergency or other necessary conditions, and such requests shall be subject to review to determine if the leave serves the best interest of the District, subject to the following conditions:

1. During the leave, the employee and his/her eligible dependent(s), may continue group medical and dental coverage for a limited period of time at his/her own expense in accordance with Consolidated Omnibus Budget Reconciliation Act (COBRA) guidelines.

2. Sick leave and vacation credits will not accrue during Personal Leave.

~~3. Personal Leave shall run concurrently with Family Medical Leave, if the purpose for the leave qualifies under the Family Medical Leave Act.~~

3.~~4.~~ The employee's in-range date will be extended by the number of days following the first sixty (60) calendar days of leave taken.

4.~~5.~~ Upon return from leave, the District may return the employee to his/her former position, unless the position is no longer available. In the event the District, at its discretion, eliminates the position or fills it while the employee is on Personal Leave, the District shall notify the employee in writing at least two (2) weeks prior to eliminating or posting the position.

ARTICLE 9, SECTION 5: FAILURE TO RETURN FROM LEAVE

Except as otherwise provided by law including, but not limited to, federal and state provisions related to return from Military Leave, ~~F~~failure by an employee to return to duty within two (2) days of the date he/she is scheduled to return from any type of leave shall be considered an automatic resignation and the employee shall be notified of his/her automatic resignation from District employment. The District will consider evidence of extenuating circumstances if it is submitted by the employee to the District within ten (10) calendar days of the postmark of the District notice.

ARTICLE 10~~1~~ - WORKPLACE SAFETY

A. Commitment to Safety. The District will continue to provide for the workplace safety and health of its employees and to maintain an effective Safety and Loss Control Program. It is the responsibility of all employees to follow all safety practices, rules, and regulations and report all injuries to their supervisor.

B. Safety Committee. The District may convene an Employee Safety Committee to review and discuss safety features, methodologies, and equipment.

C. Reporting Safety Concerns. It is the obligation of all employees to immediately report any condition that he/she believes to be unsafe. The District will conduct a prompt investigation and correct any unsafe conditions found to exist.

ARTICLE 11~~2~~ - PERSONNEL PRACTICES

ARTICLE 11~~2~~, SECTION 1: PERSONNEL FILES

An employee may inspect and request copies of his/her personnel file with the exception of references and all materials obtained from other employers and agencies before he/she was hired. An employee shall make a request to inspect or receive a copy of his/her file at least forty-eight (48) hours in advance of such inspection. In order to preserve the integrity of personnel files, the District may require inspections to be made in the presence of the Human Resources Manager or his/her designee. The District shall keep documents regarding the processing of a grievance separate from the employee's personnel file, except that the District may place in the personnel file any document that would

normally be a part of the file that relate to change in pay, etc.~~have been placed there~~ in the absence of a grievance.

ARTICLE 11~~2~~, SECTION 2: LAYOFF PROCEDURE

The General Manager may lay off, in accordance with law, any employee because of lack of appropriate funds, curtailment or lack of work, or other reasons at his or her discretion. An employee terminated because of the elimination of the employee's position or a reduction in the workforce (layoff) shall receive ten (10) working days notice or ten (10) days' pay. The District shall determine whether the employee shall receive notice or pay. The District shall also provide the Association with twenty (20) working days notice prior to the layoff to allow the Association to meet and confer over the impact of the layoff.

The layoff process shall be administered in accordance with the following:

1. ~~3.~~ Order of Layoff. Except for employees who volunteer to be laid off, layoff shall be ~~in seniority order~~by classification within each department. The District may layoff a volunteer for layoff at any point. Within each classification, employees will be selected for layoff based on seniority, as defined below, with the lowest seniority ratings being laid off first. In cases where the District determines that seniority is equal between two or more employees, performance, as determined by a combination of factors including, but not limited to, past performance and productivity (as evidenced by, among other factors, the employee's performance evaluations), qualifications, attitude, attendance, and punctuality, will be the deciding factor, ~~Employees shall be laid off according to their layoff ratings,~~ with the lowest performance ratings being laid off first. ~~Employees with equal layoff ratings shall be at the District's discretion.~~ Employees on leave shall be laid off in the same manner as active employees.

2. Calculation of Seniority Layoff Rating. ~~Seniority. Seniority shall be used to determine the order of layoff.~~ Seniority is defined as the employee's total number of months~~hours~~ of continuous District employment from the employee's most recent date of hire. All seniority is lost upon the employee's resignation or dismissal. ~~2. Calculation of Layoff Rating.~~ The employee's seniority layoff rating equals one (1) point for each month~~hour~~ of continuous paid service, exclusive of all unpaid leaves or periods of suspension.

3. Return to Former Class. In the event of a layoff, employees who have been promoted during their service with the District may demote to a former classificatiom in their career series they formerly held, if there is a vacancy.

4. Reemployment ~~List~~. A regular employee who is laid off shall be placed on a Reemployment List for the position from which he/she was laid off. Employees on the Reemployment List shall have preference over new hires. Vacancies to be filled shall be first offered to individuals on the Reemployment List who filled a position in the same classification as the vacancy to be filled. Employees on layoff shall be offered reemployment in the reverse order of layoff, provided no intervening factors have occurred which change the ability of the employee to perform the offered employment. The employee must still meet all necessary requirements for the position to which he or she is to be reemployed, with or without reasonable accommodation. A laid off~~The~~ employee shall be removed from the Reemployment List for any of the following reasons:

a. The expiration of six (6) months from the date of placement on the list.
b. Reemployment in any regular~~permanent~~ position.
c. Failure to respond within ten (10) calendar days of the postmark of a registered letter notifying the employee of the availability of reemployment.
d. Failure to report to work within ten (10) calendar days of the postmark of a registered letter containing a notice of reemployment.
e. A request by the employee that his/her name be removed from the list.

~~5. Reemployment.~~

~~a. Vacancies to be filled shall be first offered to individuals on the Reemployment List who filled a position in the same classification as the vacancy to be filled.~~

~~ARTICLE 12, SECTION 3: PROBATIONARY PERIOD~~

~~A. Exclusions from Probationary Period. For all types of probationary periods, leaves of absence or limited duty assignments shall not count towards completion of the probationary period and therefore, the employee's probationary period shall be extended by the number of days of absence or limited duty assignment.~~

~~B. Probationary Employees. Employees newly hired by the District shall serve a twelve (12) month probationary period.~~

~~C. Promotions, Demotions, Reclassifications, and Transfers. An employee who is promoted, demoted, reclassified, or transferred to a different classification prior to completion of his/her initial twelve (12) month probationary period shall remain on probationary status and will serve a new probationary period of twelve (12) months which shall commence on the date of the employee's promotion, demotion, reclassification, or transfer. Exception: if the employee has completed at least nine (9) months of his/her initial probationary period and is then promoted, demoted, reclassified, or transferred, he/she shall remain on probation and serve a new probationary period of six (6) months which shall commence on the date of the employee's promotion, demotion, reclassification, or transfer.~~

~~D. Benefits During Probation. Employees serving probation shall receive the benefits of this Memorandum of Understanding with the exception that during the probationary period, a probationary employee may be disciplined, discharged, laid off, or otherwise dismissed from District service at the sole discretion of the District and neither the reason for, nor the disciplinary action, discharge, layoff, or dismissal may be appealed through the Grievance Procedure of this Memorandum of Understanding.~~

ARTICLE 11~~2~~, SECTION 3~~4~~: JOB POSTING

Employment announcements for regular~~full or part-time~~ positions will be sent via email to all District employees and shall be posted on the ~~INET~~District website for a period of not less than seven (7) calendar days~~ before the deadline established for submitting an application~~. The notice shall remain posted until the date of the deadline.

ARTICLE 112, SECTION 45: PERFORMANCE EVALUATION

The performance of regular employees is generally evaluated once in each twelve (12) month period for regular employees. An evaluation shallmay be also be prepared at the time a regular employee is promoted to a different classification for the time the employee served in his/her former classification. unless an evaluation was completed within thirty (30) days prior to the promotion. A District-generated Performance Evaluation may be issued at any time. The employee shall be furnished with a copy of his/her completedfinal Performance Evaluation form.

ARTICLE 112, SECTION 56: USE OF DISTRICT VEHICLES

Except as provided in this section, District vehicles may be used by employees only for conducting District business.

A. Lunch Purchase Stops. An employee driving a District vehicle may stop to purchase lunch food/beverages as follows:

1. The stop is on a direct route to/from the DistrictOperations Yard and the employee's assigned work site, or on a direct route between two assigned work sites.

2. The use of District vehicles shall not extend lunch periods. Time spent for lunch purchase stops will be deducted from the employee's lunch period.

3. An employee may leave a field work site to buy food/beverages only if the employee can leave the work site, return, and eat his/her meal within the time provided for the lunch period.

ARTICLE 123 - GRIEVANCE PROCEDURE

A. Definition.

1. A grievance is defined as an allegation by an employee that the District has failed to provide a condition of employment that is established by this Memorandum of Understanding, or an appeal of a disciplinary termination, reduction in salary, demotion, or suspension of more than three (3) days. A grievance filed under this definition shall have the right to be processed up to Step Three: Binding Arbitration.

2. A grievance is also defined as an appeal of a disciplinary suspension of three (3) days or less or of a letter of reprimand. A grievance filed under this definition shall only have the right to be processed up to Step Two: Review by the General Manager.

B. Exclusions.

This grievance procedure shall not apply to:

1. Matters covered by the District Employer-Employee Relations Policy;
2. Matters over which the Public Employment Relations Board (PERB) has jurisdiction;
3. The substance of Performance Evaluations;

4. Matters concerning the District's self-funded medical and dental benefits for which appeal procedures are contained in the plan documents;
5. Oral warnings or counseling;
6. Employee recognition programs;
7. Concerning any other subject, unless the subject is covered by the expressed terms of this Memorandum of Understanding.

C. Stale Grievance.

A grievance shall be void unless filed in writing within twenty (20) days from the date upon which the District is alleged to have failed to provide a condition of employment which has been established by this Memorandum of Understanding, or within twenty (20) days from the time an employee might reasonably have known of the alleged failure, or within twenty (20) days from receipt by the employee of notice of intent to render formal discipline.

For purposes of this Procedure, "day" is defined as any day upon which the administrative offices of the District are open for regularly scheduled business. In no event shall a grievance include a claim for money relief for more than a thirty (30) day period prior to the date the grievance was filed.

D. Informal Discussion with Employee's Supervisor.

Before proceeding to Step One of the formal grievance procedure, except when discipline has been rendered, an employee shall discuss his/her grievance with his/her immediate supervisor in private; outside the presence of any other person and attempt to work out a satisfactory solution. If the employee and his/her supervisor cannot work out a satisfactory solution, the employee may choose to represent himself/herself individually without the involvement of the Association, or he/she may request the assistance of an Association Representative to write and formally present the grievance.

E. Grievance Procedure Steps.

1. Step One: Immediate Supervisor

If the employee chooses to formally pursue his/her grievance after he/she has met with his/her supervisor as required in Subsection D of this Procedure, he/she shall present the written grievance to his/her immediate supervisor within the time limit specified in Subsection C of this Procedure.

The written grievance shall be submitted on the District form and shall specify each Article, Section, and/or Subsection of the Memorandum of Understanding that is alleged to have been violated by the District and shall specify dates, times, places, and persons, and other facts necessary to a clear understanding of the matter being grieved. In cases of disciplinary action, the written grievance shall state as a ground(s) for the appeal that the disciplinary action is inaccurate, unduly severe, and/or unfair, and set forth the facts supporting such ground(s). The grievance shall also state the remedy sought. If the grieving employee fails to provide the required information, or state a ground for challenging disciplinary action, the District may return the grievance to the employee and may refuse to process the grievance until the

information is furnished. The Grievance Procedure time limits will not be extended for this purpose. However, the time limits may be extended by mutual agreement of the parties.

The immediate supervisor shall return a copy of the written grievance to the employee with his/her answer thereto in writing within ten (10) days of receipt of the written grievance. If the grievance is not resolved at Step One, the employee may appeal the grievance to Step Two no later than ten (10) days from receipt of the supervisor's answer.

2. Step Two: General Manager

A grievance appealed to the General Manager shall include a copy of the original grievance and a clear, concise statement of the reasons for the appeal. If requested, the grievant will be granted the right to present his/her case orally in addition to the written appeal. The General Manager or his/her designee shall review the grievance in an attempt to resolve it and shall communicate the decision to the grievant within ten (10) days of receipt of the appeal. This is the final step for grievances defined under Section A (2) of this Grievance Procedure. However, the time limits herein may be extended by mutual agreement of the parties.

3. Step Three: Arbitration

If the General Manager or his/her designee's decision does not resolve the grievance, and the grievance falls under the definition in Section A (1) of this Procedure, the grievant may, within ten (10) days of receipt of the General Manager's decision, submit a request in writing to the Association to submit the grievance to arbitration. Within twenty (20) days of the grievant's receipt of the decision of the General Manager or his/her designee, the Association shall inform the District if they desire that the grievance be arbitrated.

F. Selection of Arbitrator.

The arbitrator shall be selected by mutual agreement between the District and the ~~grievant or his/her representative~~Association. If agreement is not reached on an arbitrator, the parties shall request the State Mediation and Conciliation Service to supply a list of seven (7) qualified arbitrators. The parties shall then alternately strike names from the list until only one (1) name remains, and that person shall serve as the arbitrator. If the parties are unable to agree which party will make the first strike, they shall flip a coin and the winner shall decide which party will make the first strike.

If either the District or the Association so requests, a separate arbitrator shall be selected using the process in this section to hear the question of arbitrability of the grievance. No hearing on the merits of the grievance may be conducted until the issue of arbitrability has been decided.

G. Submission of the Issue to the Arbitrator.

The parties will jointly prepare a statement defining the issue to be submitted to the arbitrator. If agreement is not reached on this statement, each party will submit its own statement defining the issue.

H. Duty of the Arbitrator.

It shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance, which shall be binding. On all issues except appeals of disciplinary action, the grievant shall bear the burden of proof. The decision of the arbitrator shall be based solely on the interpretation of the provisions of the Memorandum of Understanding applicable to the grievance and he/she shall not add to, subtract from, modify or disregard any of the terms or provisions of the Memorandum of Understanding.

In appeals of disciplinary action, the arbitrator's authority shall be limited to determining whether the subject disciplinary action complied with the procedural rules governing the pre-discipline process set forth in the District's Discipline Policy and Procedure and shall not extend to whether the conduct in question constitutes just cause for discipline.
~~In appeals of disciplinary action, the arbitrator's decision shall state whether the District has proven the charge(s) against the employee and whether the discipline imposed is appropriate to the proven charges. The arbitrator shall not consider any ground for appeal not raised by the grievant at Step One.~~

The provisions for arbitration are not intended and shall not be construed to empower an arbitrator to change any condition of employment specifically covered by the Memorandum of Understanding or to revise, modify or alter in any respect, any provision contained in the Memorandum of Understanding.

I. Payment of Costs.

Each party to a hearing before an arbitrator shall bear his/her own expenses in connection with the arbitration. All fees and expenses of the arbitrator shall be borne one-half (1/2) by the District and one-half (1/2) by the Association.

Either party may request a certified court reporter to record the arbitration hearing. The cost of the court reporter shall be paid by the party requesting the reporter. The cost of a transcript of the hearing shall be borne by the party requesting it.

J. Effect of Failure of Timely Action.

Failure of the employee to file an appeal within the required time period at any step shall constitute an abandonment of the grievance, subject to the provisions of Government Code section 3505.8. If the District fails to respond within the required time limit at any step, the District shall be considered to have denied the grievance at that step as of the last day for response. The grievant's time to proceed to the next step, if applicable, shall commence accordingly.

Failure of the grievant to timely and diligently prosecute his or her arbitration shall constitute an abandonment of the arbitration. Any arbitration shall be scheduled within two (2) months and heard within six (6) months from the date the Association informed the District of their desire that the grievance be arbitrated pursuant to Subsection E(3) of this Procedure. Any extension of that time shall be only by mutual agreement of the parties, unless it is due to the availability of the selected arbitrator.

K. No Reprisal.

Employees shall be free from reprisal for use of this Grievance Procedure.

L. Grievance Forms.

All grievances shall be filed on the appropriate form, which is attached as an Appendix ~~"E"~~ to this Memorandum of Understanding.

M. Representation.

An employee may represent himself/herself without the involvement of the Association or he/she may request the assistance of an Association Representative to write and formally present the grievance. However, an employee may not grieve to Step Three: Arbitration, without the consent of the Association, and any communications related to the arbitration shall be between the District and the Association.

ARTICLE 13~~4~~ - GENERAL PROVISIONS

ARTICLE 13, SECTION 1: NON-DISCRIMINATION

In receiving the rights afforded by this Memorandum of Understanding, no person shall in any way be favored or discriminated against to the extent prohibited by law because of sex (including gender, gender identity, gender expression, pregnancy, childbirth or related medical condition), race, color, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, age, ~~and~~ sexual orientation, military or veterans status, or any other basis protected by federal, state or local law.

ARTICLE 13, SECTION 2: ENTIRE AGREEMENT

This Memorandum of Understanding sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements over these matters between the parties, whether formal or informal, are hereby superseded or terminated in their entirety.

ARTICLE 13, SECTION 3: SEV~~P~~E~~A~~RABILITY

This Memorandum of Understanding is subject to all current and future applicable federal, state and local laws and regulations. If any part or provision of this MOU is in conflict or inconsistent with such applicable provisions of federal, state or local laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the MOU shall not be affected thereby.

ARTICLE 13, SECTION 4: MANAGEMENT RIGHTS

The management of the District and the direction of the work force are vested exclusively in the District, subject to the terms of this MOU. In addition to the authority vested in the General Manager

pursuant to section 71362 of the California Water Code, the District shall have the sole and exclusive authority over the merits, necessity, or organization of any District service or activity provided by law and shall have the sole and exclusive right to manage its business in every respect and to take any action which the District deems desirable to conduct its business including, but not limited to, the right to determine and change all aspects of its methods of operation, to schedule and assign work and overtime, to hire, promote, classify, discipline (up to and including termination), layoff and transfer employees, to determine the number and location of employees, and to exercise all other rights the District had prior to entering into this MOU, except as specifically abridged or modified by this MOU. All authority related to matters not covered by this MOU ~~may be administered by the District.~~shall be retained by the District. ~~The District shall have sole authority over the merits, necessity, or organization of any District service or activity provided by law.~~

ARTICLE 13, SECTION 5: STRIKES AND LOCKOUTS

Neither the Association nor any employee represented by the Association shall cause, authorize, engage in, or sanction any type of job action, strike, or slowdown which results in less than the full and faithful performance of the duties of employment during the term of this MOU and for a ninety (90) day period following expiration of the term of this MOU. During the term of this MOU and for ninety (90) days following its expiration, the District shall not take action to lock out employees covered by this MOU.

ARTICLE 13, SECTION 6: EMERGENCY

Nothing herein shall limit the authority of management to make necessary changes during emergencies. Emergency is defined as a substantial likelihood that serious harm would be experienced unless immediate action is taken.

ARTICLE 13, SECTION 7: IMPLEMENTATION

This MOU constitutes a mutual recommendation to be jointly submitted to the District Board of Directors. It is agreed that this MOU shall not be binding upon the parties either in whole or in part unless and until:

1. The Association ratifies this Memorandum; and
2. The Board of Directors acts by majority vote, to formally approve and adopt this MOU and to appropriate the necessary funds required to implement the provisions of this MOU that require funding.

The District shall act in a timely manner to make the necessary changes to implement this Memorandum of Understanding.

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IN WITNESS WHEREOF, the parties have caused their duly-authorized representatives to execute this Memorandum of Understanding. Approved by the Board of Directors on September 5, 2007.

FOR: OTAY WATER DISTRICT

Mark W. Watton,
General Manager

~~Dan C. Cassidy~~Richard Bolanos,
Liebert Cassidy Whitmore

Kelli M. Williamson,
Human Resources Manager

Rosemary F. Dries~~Rita K. Bell~~,
Senior Human Resources Analyst~~Finance Manager~~

Kevin K. Koeppen~~Rosemary F. Dries~~,
Finance Manager~~Senior Human Resources Analyst~~

Jose J. Martinez~~Don R. Henderson~~,
Assistant Chief, Water Operations

Adolfo A. Segura,
Assistant Chief, Administrative Services
and Information Technology

FOR: OTAY WATER DISTRICT EMPLOYEES' ASSOCIATION

Dale R. Strunks, Jr.~~E. Patrick Newman~~,
President,
Field Employees Unit

Mike Powell,
Employee Services

Deborah L. Horton~~Larry A. Cass~~,
Administraive Employees~~Field Employees~~ Unit

William G. Poulin~~Dennis S. Cooper~~,
Administrative Employees ~~Field Employees~~ Unit

Damon M. Newman,~~John M. Mobley~~
Field~~Administrative~~ Employees Unit

~~**APPENDIX A**~~

~~**SUMMARY OF SALARY INCREASES:**~~

~~**Effective July 1, 2007**~~	~~**3.0%**~~
~~**Effective July 1, 2008**~~	~~**3.0%**~~
~~**Effective July 1, 2009**~~	~~**3.0%**~~
~~**Effective July 1, 2010**~~	~~**3.0%**~~
~~**Effective July 1, 2011**~~	~~**3.5%**~~
~~**Effective July 1, 2012**~~	~~**3.5%**~~

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~~APPENDIX A~~

~~OTAY WATER DISTRICT SALARY SCHEDULE~~									
~~EFFECTIVE JULY 1, 2007~~									
	~~HOURLY~~			~~MONTHLY~~			~~ANNUAL~~		
~~GRADE~~	~~MIN~~	~~MID~~	~~MAX~~	~~MIN~~	~~MID~~	~~MAX~~	~~MIN~~	~~MID~~	~~MAX~~
~~10~~	~~$ 13.4332~~	~~$ 15.1123~~	~~$ 16.7915~~	~~$ 2,328.43~~	~~$ 2,619.48~~	~~$ 2,910.52~~	~~$ 27,941.07~~	~~$ 31,433.71~~	~~$ 34,926.35~~
~~11~~	~~14.1049~~	~~15.8679~~	~~17.6311~~	~~2,444.85~~	~~2,750.46~~	~~3,056.05~~	~~29,338.13~~	~~33,005.39~~	~~36,672.67~~
~~12~~	~~14.8102~~	~~16.6613~~	~~18.5126~~	~~2,567.09~~	~~2,887.98~~	~~3,208.85~~	~~30,805.03~~	~~34,655.66~~	~~38,506.31~~
~~13~~	~~15.5507~~	~~17.4944~~	~~19.4383~~	~~2,695.45~~	~~3,032.38~~	~~3,369.30~~	~~32,345.29~~	~~36,388.45~~	~~40,431.62~~
~~14~~	~~16.3282~~	~~18.3691~~	~~20.4102~~	~~2,830.22~~	~~3,184.00~~	~~3,537.76~~	~~33,962.55~~	~~38,207.87~~	~~42,453.20~~
~~15~~	~~17.1446~~	~~19.2876~~	~~21.4307~~	~~2,971.73~~	~~3,343.20~~	~~3,714.65~~	~~35,660.68~~	~~40,118.26~~	~~44,575.86~~
~~16~~	~~18.0018~~	~~20.2519~~	~~22.5022~~	~~3,120.31~~	~~3,510.36~~	~~3,900.38~~	~~37,443.71~~	~~42,124.17~~	~~46,804.65~~
~~17~~	~~18.9019~~	~~21.2645~~	~~23.6273~~	~~3,276.33~~	~~3,685.87~~	~~4,095.40~~	~~39,315.90~~	~~44,230.38~~	~~49,144.89~~
~~18~~	~~19.8470~~	~~22.3278~~	~~24.8087~~	~~3,440.15~~	~~3,870.17~~	~~4,300.17~~	~~41,281.69~~	~~46,441.90~~	~~51,602.13~~
~~19~~	~~20.8394~~	~~23.4442~~	~~26.0491~~	~~3,612.15~~	~~4,063.68~~	~~4,515.18~~	~~43,345.78~~	~~48,764.00~~	~~54,182.24~~
~~20~~	~~21.8813~~	~~24.6164~~	~~27.3516~~	~~3,792.76~~	~~4,266.86~~	~~4,740.94~~	~~45,513.06~~	~~51,202.20~~	~~56,891.35~~
~~21~~	~~22.9754~~	~~25.8472~~	~~28.7192~~	~~3,982.40~~	~~4,480.20~~	~~4,977.98~~	~~47,788.72~~	~~53,762.31~~	~~59,735.92~~
~~22~~	~~24.1242~~	~~27.1395~~	~~30.1551~~	~~4,181.52~~	~~4,704.21~~	~~5,226.88~~	~~50,178.15~~	~~56,450.42~~	~~62,722.71~~
~~23~~	~~25.3304~~	~~28.4965~~	~~31.6629~~	~~4,390.60~~	~~4,939.42~~	~~5,488.23~~	~~52,687.06~~	~~59,272.94~~	~~65,858.85~~
~~24~~	~~26.5969~~	~~29.9213~~	~~33.2460~~	~~4,610.13~~	~~5,186.39~~	~~5,762.64~~	~~55,321.41~~	~~62,236.59~~	~~69,151.79~~
~~25~~	~~27.9268~~	~~31.4174~~	~~34.9083~~	~~4,840.63~~	~~5,445.71~~	~~6,050.77~~	~~58,087.48~~	~~65,348.42~~	~~72,609.38~~
~~26~~	~~29.3231~~	~~32.9883~~	~~36.6537~~	~~5,082.66~~	~~5,718.00~~	~~6,353.31~~	~~60,991.86~~	~~68,615.84~~	~~76,239.85~~
~~27~~	~~30.7892~~	~~34.6377~~	~~38.4864~~	~~5,336.80~~	~~6,003.90~~	~~6,670.98~~	~~64,041.45~~	~~72,046.63~~	~~80,051.84~~
~~28~~	~~32.3287~~	~~36.3696~~	~~40.4107~~	~~5,603.64~~	~~6,304.10~~	~~7,004.52~~	~~67,243.52~~	~~75,648.97~~	~~84,054.43~~
~~29~~	~~33.9451~~	~~38.1881~~	~~42.4313~~	~~5,883.82~~	~~6,619.30~~	~~7,354.75~~	~~70,605.70~~	~~79,431.41~~	~~88,257.16~~
~~30~~	~~35.6424~~	~~40.0975~~	~~44.5528~~	~~6,178.01~~	~~6,950.26~~	~~7,722.49~~	~~74,135.99~~	~~83,402.98~~	~~92,670.01~~
~~31~~	~~37.4245~~	~~42.1023~~	~~46.7805~~	~~6,486.91~~	~~7,297.78~~	~~8,108.61~~	~~77,842.79~~	~~87,573.13~~	~~97,303.52~~
~~32~~	~~39.2957~~	~~44.2074~~	~~49.1195~~	~~6,811.26~~	~~7,662.67~~	~~8,514.04~~	~~81,734.92~~	~~91,951.79~~	~~102,168.69~~

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~~APPENDIX A~~

~~OTAY WATER DISTRICT SALARY SCHEDULE~~									
~~EFFECTIVE JULY 1, 2008~~									
	~~HOURLY~~			~~MONTHLY~~			~~ANNUAL~~		
~~GRADE~~	~~MIN~~	~~MID~~	~~MAX~~	~~MIN~~	~~MID~~	~~MAX~~	~~MIN~~	~~MID~~	~~MAX~~
~~10~~	~~$ 13.8362~~	~~$ 15.5657~~	~~$ 17.2952~~	~~$ 2,398.27~~	~~$ 2,698.05~~	~~$ 2,997.83~~	~~$ 28,779.30~~	~~$ 32,376.66~~	~~$ 35,974.02~~
~~11~~	~~14.5280~~	~~16.3440~~	~~18.1600~~	~~$ 2,518.19~~	~~$ 2,832.96~~	~~$ 3,147.73~~	~~$ 30,218.24~~	~~$ 33,995.52~~	~~$ 37,772.72~~
~~12~~	~~15.2544~~	~~17.1612~~	~~19.0680~~	~~$ 2,644.10~~	~~$ 2,974.61~~	~~$ 3,305.11~~	~~$ 31,729.15~~	~~$ 35,695.30~~	~~$ 39,661.35~~
~~13~~	~~16.0171~~	~~18.0192~~	~~20.0214~~	~~$ 2,776.30~~	~~$ 3,123.33~~	~~$ 3,470.37~~	~~$ 33,315.57~~	~~$ 37,479.94~~	~~$ 41,644.42~~
~~14~~	~~16.8180~~	~~18.9202~~	~~21.0224~~	~~$ 2,915.12~~	~~$ 3,279.50~~	~~$ 3,643.89~~	~~$ 34,981.44~~	~~$ 39,354.02~~	~~$ 43,726.64~~
~~15~~	~~17.6589~~	~~19.8662~~	~~22.0735~~	~~$ 3,060.88~~	~~$ 3,443.47~~	~~$ 3,826.08~~	~~$ 36,730.51~~	~~$ 41,321.70~~	~~$ 45,912.97~~
~~16~~	~~18.5418~~	~~20.8595~~	~~23.1772~~	~~$ 3,213.91~~	~~$ 3,615.65~~	~~$ 4,017.39~~	~~$ 38,566.94~~	~~$ 43,387.76~~	~~$ 48,208.62~~
~~17~~	~~19.4689~~	~~21.9025~~	~~24.3361~~	~~$ 3,374.61~~	~~$ 3,796.43~~	~~$ 4,218.25~~	~~$ 40,495.31~~	~~$ 45,557.20~~	~~$ 50,619.05~~
~~18~~	~~20.4424~~	~~22.9976~~	~~25.5529~~	~~$ 3,543.35~~	~~$ 3,986.25~~	~~$ 4,429.17~~	~~$ 42,520.19~~	~~$ 47,835.01~~	~~$ 53,150.01~~
~~19~~	~~21.4645~~	~~24.1475~~	~~26.8305~~	~~$ 3,720.51~~	~~$ 4,185.57~~	~~$ 4,650.63~~	~~$ 44,646.16~~	~~$ 50,226.80~~	~~$ 55,807.51~~
~~20~~	~~22.5377~~	~~25.3549~~	~~28.1721~~	~~$ 3,906.53~~	~~$ 4,394.85~~	~~$ 4,883.16~~	~~$ 46,878.42~~	~~$ 52,738.19~~	~~$ 58,597.88~~
~~21~~	~~23.6646~~	~~26.6226~~	~~29.5807~~	~~$ 4,101.86~~	~~$ 4,614.58~~	~~$ 5,127.31~~	~~$ 49,222.37~~	~~$ 55,375.01~~	~~$ 61,527.78~~
~~22~~	~~24.8478~~	~~27.9538~~	~~31.0597~~	~~$ 4,306.95~~	~~$ 4,845.33~~	~~$ 5,383.68~~	~~$ 51,683.42~~	~~$ 58,143.90~~	~~$ 64,604.16~~
~~23~~	~~26.0902~~	~~29.3514~~	~~32.6127~~	~~$ 4,522.30~~	~~$ 5,087.58~~	~~$ 5,652.86~~	~~$ 54,267.62~~	~~$ 61,050.91~~	~~$ 67,834.37~~
~~24~~	~~27.3947~~	~~30.8190~~	~~34.2433~~	~~$ 4,748.41~~	~~$ 5,341.96~~	~~$ 5,935.51~~	~~$ 56,980.98~~	~~$ 64,103.52~~	~~$ 71,226.09~~
~~25~~	~~28.7645~~	~~32.3600~~	~~35.9555~~	~~$ 4,985.85~~	~~$ 5,609.07~~	~~$ 6,232.28~~	~~$ 59,830.16~~	~~$ 67,308.80~~	~~$ 74,787.40~~
~~26~~	~~30.2027~~	~~33.9780~~	~~37.7533~~	~~$ 5,235.13~~	~~$ 5,889.52~~	~~$ 6,543.90~~	~~$ 62,821.62~~	~~$ 70,674.24~~	~~$ 78,526.77~~
~~27~~	~~31.7128~~	~~35.6769~~	~~39.6409~~	~~$ 5,496.89~~	~~$ 6,184.00~~	~~$ 6,871.09~~	~~$ 65,962.62~~	~~$ 74,207.95~~	~~$ 82,453.10~~
~~28~~	~~33.2985~~	~~37.4607~~	~~41.6230~~	~~$ 5,771.74~~	~~$ 6,493.19~~	~~$ 7,214.65~~	~~$ 69,260.88~~	~~$ 77,918.26~~	~~$ 86,575.76~~
~~29~~	~~34.9634~~	~~39.3337~~	~~43.7041~~	~~$ 6,060.32~~	~~$ 6,817.84~~	~~$ 7,575.38~~	~~$ 72,723.87~~	~~$ 81,814.10~~	~~$ 90,904.55~~
~~30~~	~~36.7116~~	~~41.3004~~	~~45.8893~~	~~$ 6,363.34~~	~~$ 7,158.74~~	~~$ 7,954.15~~	~~$ 76,360.13~~	~~$ 85,904.83~~	~~$ 95,449.77~~
~~31~~	~~38.5471~~	~~43.3655~~	~~48.1838~~	~~$ 6,681.50~~	~~$ 7,516.69~~	~~$ 8,351.86~~	~~$ 80,177.97~~	~~$ 90,200.24~~	~~$ 100,222.26~~
~~32~~	~~40.4745~~	~~45.5337~~	~~50.5930~~	~~$ 7,015.58~~	~~$ 7,892.51~~	~~$ 8,769.45~~	~~$ 84,186.96~~	~~$ 94,710.10~~	~~$ 105,233.38~~

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~~APPENDIX A~~

~~OTAY WATER DISTRICT SALARY SCHEDULE~~									
~~EFFECTIVE JULY 1, 2009~~									
	~~HOURLY~~			~~MONTHLY~~			~~ANNUAL~~		
~~GRADE~~	~~MIN~~	~~MID~~	~~MAX~~	~~MIN~~	~~MID~~	~~MAX~~	~~MIN~~	~~MID~~	~~MAX~~
~~10~~	~~$ 14.2513~~	~~$ 16.0327~~	~~$ 17.8141~~	~~$ 2,470.23~~	~~$ 2,779.00~~	~~$ 3,087.78~~	~~$ 29,642.70~~	~~$ 33,348.02~~	~~$ 37,053.33~~
~~11~~	~~14.9639~~	~~16.8343~~	~~18.7048~~	~~$ 2,593.74~~	~~$ 2,917.95~~	~~$ 3,242.17~~	~~$ 31,124.91~~	~~$ 35,015.34~~	~~$ 38,905.99~~
~~12~~	~~15.7121~~	~~17.6761~~	~~19.6400~~	~~$ 2,723.43~~	~~$ 3,063.86~~	~~$ 3,404.27~~	~~$ 32,681.17~~	~~$ 36,766.29~~	~~$ 40,851.29~~
~~13~~	~~16.4977~~	~~18.5599~~	~~20.6220~~	~~$ 2,859.60~~	~~$ 3,217.05~~	~~$ 3,574.49~~	~~$ 34,315.22~~	~~$ 38,604.59~~	~~$ 42,893.86~~
~~14~~	~~17.3225~~	~~19.4878~~	~~21.6531~~	~~$ 3,002.57~~	~~$ 3,377.89~~	~~$ 3,753.21~~	~~$ 36,030.80~~	~~$ 40,534.62~~	~~$ 45,038.55~~
~~15~~	~~18.1887~~	~~20.4622~~	~~22.7358~~	~~$ 3,152.71~~	~~$ 3,546.78~~	~~$ 3,940.87~~	~~$ 37,832.50~~	~~$ 42,561.38~~	~~$ 47,290.48~~
~~16~~	~~19.0981~~	~~21.4854~~	~~23.8726~~	~~$ 3,310.34~~	~~$ 3,724.14~~	~~$ 4,137.92~~	~~$ 39,724.05~~	~~$ 44,689.63~~	~~$ 49,655.00~~
~~17~~	~~20.0530~~	~~22.5596~~	~~25.0662~~	~~$ 3,475.85~~	~~$ 3,910.33~~	~~$ 4,344.81~~	~~$ 41,710.24~~	~~$ 46,923.97~~	~~$ 52,137.75~~
~~18~~	~~21.0557~~	~~23.6876~~	~~26.3195~~	~~$ 3,649.65~~	~~$ 4,105.85~~	~~$ 4,562.05~~	~~$ 43,795.86~~	~~$ 49,270.21~~	~~$ 54,744.64~~
~~19~~	~~22.1084~~	~~24.8720~~	~~27.6355~~	~~$ 3,832.12~~	~~$ 4,311.15~~	~~$ 4,790.16~~	~~$ 45,985.47~~	~~$ 51,733.76~~	~~$ 57,481.87~~
~~20~~	~~23.2139~~	~~26.1156~~	~~29.0173~~	~~$ 4,023.74~~	~~$ 4,526.70~~	~~$ 5,029.66~~	~~$ 48,284.91~~	~~$ 54,320.45~~	~~$ 60,355.97~~
~~21~~	~~24.3746~~	~~27.4214~~	~~30.4682~~	~~$ 4,224.93~~	~~$ 4,753.04~~	~~$ 5,281.15~~	~~$ 50,699.17~~	~~$ 57,036.51~~	~~$ 63,373.77~~
~~22~~	~~25.5933~~	~~28.7924~~	~~31.9916~~	~~$ 4,436.17~~	~~$ 4,990.68~~	~~$ 5,545.20~~	~~$ 53,234.06~~	~~$ 59,888.19~~	~~$ 66,542.45~~
~~23~~	~~26.8730~~	~~30.2320~~	~~33.5911~~	~~$ 4,657.99~~	~~$ 5,240.21~~	~~$ 5,822.46~~	~~$ 55,895.84~~	~~$ 62,882.56~~	~~$ 69,869.58~~
~~24~~	~~28.2166~~	~~31.7436~~	~~35.2707~~	~~$ 4,890.88~~	~~$ 5,502.22~~	~~$ 6,113.59~~	~~$ 58,690.53~~	~~$ 66,026.69~~	~~$ 73,363.05~~
~~25~~	~~29.6274~~	~~33.3308~~	~~37.0342~~	~~$ 5,135.42~~	~~$ 5,777.34~~	~~$ 6,419.27~~	~~$ 61,624.99~~	~~$ 69,328.06~~	~~$ 77,031.21~~
~~26~~	~~31.1088~~	~~34.9974~~	~~38.8859~~	~~$ 5,392.19~~	~~$ 6,066.22~~	~~$ 6,740.23~~	~~$ 64,706.30~~	~~$ 72,794.59~~	~~$ 80,882.77~~
~~27~~	~~32.6642~~	~~36.7472~~	~~40.8302~~	~~$ 5,661.79~~	~~$ 6,369.51~~	~~$ 7,077.24~~	~~$ 67,941.54~~	~~$ 76,434.18~~	~~$ 84,926.91~~
~~28~~	~~34.2975~~	~~38.5846~~	~~42.8718~~	~~$ 5,944.90~~	~~$ 6,688.00~~	~~$ 7,431.10~~	~~$ 71,338.80~~	~~$ 80,255.97~~	~~$ 89,173.25~~
~~29~~	~~36.0123~~	~~40.5138~~	~~45.0153~~	~~$ 6,242.13~~	~~$ 7,022.39~~	~~$ 7,802.66~~	~~$ 74,905.58~~	~~$ 84,268.70~~	~~$ 93,631.91~~
~~30~~	~~37.8129~~	~~42.5395~~	~~47.2661~~	~~$ 6,554.24~~	~~$ 7,373.51~~	~~$ 8,192.79~~	~~$ 78,650.83~~	~~$ 88,482.16~~	~~$ 98,313.51~~
~~31~~	~~39.7036~~	~~44.6665~~	~~49.6294~~	~~$ 6,881.96~~	~~$ 7,742.19~~	~~$ 8,602.43~~	~~$ 82,583.49~~	~~$ 92,906.32~~	~~$ 103,229.19~~
~~32~~	~~41.6888~~	~~46.8998~~	~~52.1109~~	~~$ 7,226.06~~	~~$ 8,129.30~~	~~$ 9,032.55~~	~~$ 86,712.70~~	~~$ 97,551.58~~	~~$ 108,390.64~~

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~~APPENDIX A~~

~~OTAY WATER DISTRICT SALARY SCHEDULE~~									
~~EFFECTIVE JULY 1, 2010~~									
	~~HOURLY~~			~~MONTHLY~~			~~ANNUAL~~		
~~GRADE~~	~~MIN~~	~~MID~~	~~MAX~~	~~MIN~~	~~MID~~	~~MAX~~	~~MIN~~	~~MID~~	~~MAX~~
~~10~~	~~$ 14.6788~~	~~$ 16.5137~~	~~$ 18.3485~~	~~$ 2,544.33~~	~~$ 2,862.37~~	~~$ 3,180.41~~	~~$ 30,531.90~~	~~$ 34,348.50~~	~~$ 38,164.88~~
~~11~~	~~15.4127~~	~~17.3394~~	~~19.2659~~	~~$ 2,671.53~~	~~$ 3,005.50~~	~~$ 3,339.43~~	~~$ 32,058.42~~	~~$ 36,065.95~~	~~$ 40,073.12~~
~~12~~	~~16.1834~~	~~18.2064~~	~~20.2292~~	~~$ 2,805.12~~	~~$ 3,155.78~~	~~$ 3,506.40~~	~~$ 33,661.47~~	~~$ 37,869.31~~	~~$ 42,076.78~~
~~13~~	~~16.9925~~	~~19.1167~~	~~21.2407~~	~~$ 2,945.37~~	~~$ 3,313.56~~	~~$ 3,681.72~~	~~$ 35,344.40~~	~~$ 39,762.74~~	~~$ 44,180.62~~
~~14~~	~~17.8422~~	~~20.0725~~	~~22.3027~~	~~$ 3,092.65~~	~~$ 3,479.23~~	~~$ 3,865.80~~	~~$ 37,111.78~~	~~$ 41,750.80~~	~~$ 46,389.65~~
~~15~~	~~18.7343~~	~~21.0761~~	~~23.4179~~	~~$ 3,247.28~~	~~$ 3,653.19~~	~~$ 4,059.09~~	~~$ 38,967.34~~	~~$ 43,838.29~~	~~$ 48,709.13~~
~~16~~	~~19.6710~~	~~22.1299~~	~~24.5887~~	~~$ 3,409.64~~	~~$ 3,835.85~~	~~$ 4,262.05~~	~~$ 40,915.68~~	~~$ 46,030.19~~	~~$ 51,144.59~~
~~17~~	~~20.6545~~	~~23.2364~~	~~25.8182~~	~~$ 3,580.11~~	~~$ 4,027.64~~	~~$ 4,475.15~~	~~$ 42,961.36~~	~~$ 48,331.71~~	~~$ 53,701.82~~
~~18~~	~~21.6873~~	~~24.3983~~	~~27.1091~~	~~$ 3,759.13~~	~~$ 4,229.04~~	~~$ 4,698.91~~	~~$ 45,109.58~~	~~$ 50,748.46~~	~~$ 56,386.91~~
~~19~~	~~22.7716~~	~~25.6182~~	~~28.4645~~	~~$ 3,947.08~~	~~$ 4,440.49~~	~~$ 4,933.85~~	~~$ 47,364.93~~	~~$ 53,285.86~~	~~$ 59,206.26~~
~~20~~	~~23.9102~~	~~26.8991~~	~~29.8878~~	~~$ 4,144.43~~	~~$ 4,662.51~~	~~$ 5,180.55~~	~~$ 49,733.22~~	~~$ 55,950.13~~	~~$ 62,166.57~~
~~21~~	~~25.1057~~	~~28.2440~~	~~31.3822~~	~~$ 4,351.65~~	~~$ 4,895.63~~	~~$ 5,439.57~~	~~$ 52,219.86~~	~~$ 58,747.52~~	~~$ 65,274.90~~
~~22~~	~~26.3610~~	~~29.6562~~	~~32.9513~~	~~$ 4,569.24~~	~~$ 5,140.41~~	~~$ 5,711.55~~	~~$ 54,830.88~~	~~$ 61,684.90~~	~~$ 68,538.64~~
~~23~~	~~27.6791~~	~~31.1390~~	~~34.5988~~	~~$ 4,797.71~~	~~$ 5,397.43~~	~~$ 5,997.13~~	~~$ 57,572.53~~	~~$ 64,769.12~~	~~$ 71,965.57~~
~~24~~	~~29.0630~~	~~32.6960~~	~~36.3288~~	~~$ 5,037.59~~	~~$ 5,667.31~~	~~$ 6,296.99~~	~~$ 60,451.04~~	~~$ 68,007.68~~	~~$ 75,563.85~~
~~25~~	~~30.5162~~	~~34.3308~~	~~38.1452~~	~~$ 5,289.47~~	~~$ 5,950.67~~	~~$ 6,611.84~~	~~$ 63,473.70~~	~~$ 71,408.06~~	~~$ 79,342.04~~
~~26~~	~~32.0420~~	~~36.0473~~	~~40.0525~~	~~$ 5,553.95~~	~~$ 6,248.20~~	~~$ 6,942.43~~	~~$ 66,647.36~~	~~$ 74,978.38~~	~~$ 83,309.15~~
~~27~~	~~33.6441~~	~~37.8497~~	~~42.0551~~	~~$ 5,831.64~~	~~$ 6,560.61~~	~~$ 7,289.55~~	~~$ 69,979.73~~	~~$ 78,727.38~~	~~$ 87,474.60~~
~~28~~	~~35.3263~~	~~39.7422~~	~~44.1579~~	~~$ 6,123.23~~	~~$ 6,888.65~~	~~$ 7,654.03~~	~~$ 73,478.70~~	~~$ 82,663.78~~	~~$ 91,848.33~~
~~29~~	~~37.0926~~	~~41.7293~~	~~46.3657~~	~~$ 6,429.38~~	~~$ 7,233.08~~	~~$ 8,036.73~~	~~$ 77,152.61~~	~~$ 86,796.94~~	~~$ 96,440.75~~
~~30~~	~~38.9472~~	~~43.8158~~	~~48.6840~~	~~$ 6,750.85~~	~~$ 7,594.74~~	~~$ 8,438.57~~	~~$ 81,010.18~~	~~$ 91,136.86~~	~~$ 101,262.79~~
~~31~~	~~40.8946~~	~~46.0066~~	~~51.1182~~	~~$ 7,088.40~~	~~$ 7,974.48~~	~~$ 8,860.49~~	~~$ 85,060.77~~	~~$ 95,693.73~~	~~$ 106,325.93~~
~~32~~	~~42.9393~~	~~48.3069~~	~~53.6741~~	~~$ 7,442.81~~	~~$ 8,373.20~~	~~$ 9,303.52~~	~~$ 89,313.74~~	~~$ 100,478.35~~	~~$ 111,642.22~~

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~~APPENDIX A~~

~~OTAY WATER DISTRICT SALARY SCHEDULE~~									
~~EFFECTIVE JULY 1, 2011~~									
	~~HOURLY~~			~~MONTHLY~~			~~ANNUAL~~		
~~GRADE~~	~~MIN~~	~~MID~~	~~MAX~~	~~MIN~~	~~MID~~	~~MAX~~	~~MIN~~	~~MID~~	~~MAX~~
~~10~~	~~$ 15.1926~~	~~$ 17.0916~~	~~$ 18.9907~~	~~$ 2,633.38~~	~~$ 2,962.54~~	~~$ 3,291.72~~	~~$ 31,600.61~~	~~$ 35,550.53~~	~~$ 39,500.66~~
~~11~~	~~15.9522~~	~~17.9462~~	~~19.9402~~	~~$ 2,765.05~~	~~$ 3,110.67~~	~~$ 3,456.31~~	~~$ 33,180.58~~	~~$ 37,328.10~~	~~$ 41,475.69~~
~~12~~	~~16.7498~~	~~18.8435~~	~~20.9372~~	~~$ 2,903.30~~	~~$ 3,266.21~~	~~$ 3,629.12~~	~~$ 34,839.58~~	~~$ 39,194.48~~	~~$ 43,549.47~~
~~13~~	~~17.5873~~	~~19.7857~~	~~21.9841~~	~~$ 3,048.47~~	~~$ 3,429.52~~	~~$ 3,810.58~~	~~$ 36,581.58~~	~~$ 41,154.26~~	~~$ 45,726.95~~
~~14~~	~~18.4667~~	~~20.7749~~	~~23.0833~~	~~$ 3,200.89~~	~~$ 3,600.98~~	~~$ 4,001.11~~	~~$ 38,410.74~~	~~$ 43,211.79~~	~~$ 48,013.29~~
~~15~~	~~19.3900~~	~~21.8137~~	~~24.2375~~	~~$ 3,360.93~~	~~$ 3,781.04~~	~~$ 4,201.16~~	~~$ 40,331.20~~	~~$ 45,372.50~~	~~$ 50,413.96~~
~~16~~	~~20.3595~~	~~22.9044~~	~~25.4494~~	~~$ 3,528.98~~	~~$ 3,970.10~~	~~$ 4,411.22~~	~~$ 42,347.76~~	~~$ 47,641.15~~	~~$ 52,934.66~~
~~17~~	~~21.3775~~	~~24.0496~~	~~26.7218~~	~~$ 3,705.43~~	~~$ 4,168.60~~	~~$ 4,631.78~~	~~$ 44,465.20~~	~~$ 50,023.17~~	~~$ 55,581.39~~
~~18~~	~~22.4464~~	~~25.2521~~	~~28.0579~~	~~$ 3,890.71~~	~~$ 4,377.03~~	~~$ 4,863.37~~	~~$ 46,688.51~~	~~$ 52,524.37~~	~~$ 58,360.46~~
~~19~~	~~23.5687~~	~~26.5147~~	~~29.4608~~	~~$ 4,085.24~~	~~$ 4,595.88~~	~~$ 5,106.54~~	~~$ 49,022.90~~	~~$ 55,150.58~~	~~$ 61,278.48~~
~~20~~	~~24.7471~~	~~27.8404~~	~~30.9338~~	~~$ 4,289.50~~	~~$ 4,825.67~~	~~$ 5,361.87~~	~~$ 51,473.97~~	~~$ 57,908.03~~	~~$ 64,342.41~~
~~21~~	~~25.9845~~	~~29.2324~~	~~32.4805~~	~~$ 4,503.98~~	~~$ 5,066.95~~	~~$ 5,629.96~~	~~$ 54,047.76~~	~~$ 60,803.39~~	~~$ 67,559.53~~
~~22~~	~~27.2837~~	~~30.6941~~	~~34.1046~~	~~$ 4,729.17~~	~~$ 5,320.31~~	~~$ 5,911.46~~	~~$ 56,750.10~~	~~$ 63,843.73~~	~~$ 70,937.50~~
~~23~~	~~28.6479~~	~~32.2288~~	~~35.8098~~	~~$ 4,965.64~~	~~$ 5,586.33~~	~~$ 6,207.03~~	~~$ 59,587.63~~	~~$ 67,035.90~~	~~$ 74,484.38~~
~~24~~	~~30.0803~~	~~33.8402~~	~~37.6003~~	~~$ 5,213.92~~	~~$ 5,865.63~~	~~$ 6,517.38~~	~~$ 62,567.02~~	~~$ 70,387.62~~	~~$ 78,208.60~~
~~25~~	~~31.5843~~	~~35.5322~~	~~39.4803~~	~~$ 5,474.61~~	~~$ 6,158.91~~	~~$ 6,843.25~~	~~$ 65,695.34~~	~~$ 73,906.98~~	~~$ 82,119.03~~
~~26~~	~~33.1635~~	~~37.3088~~	~~41.4543~~	~~$ 5,748.34~~	~~$ 6,466.86~~	~~$ 7,185.41~~	~~$ 68,980.08~~	~~$ 77,602.30~~	~~$ 86,224.98~~
~~27~~	~~34.8217~~	~~39.1743~~	~~43.5270~~	~~$ 6,035.76~~	~~$ 6,790.21~~	~~$ 7,544.69~~	~~$ 72,429.14~~	~~$ 81,482.54~~	~~$ 90,536.23~~
~~28~~	~~36.5628~~	~~41.1330~~	~~45.7034~~	~~$ 6,337.55~~	~~$ 7,129.72~~	~~$ 7,921.92~~	~~$ 76,050.62~~	~~$ 85,556.64~~	~~$ 95,063.04~~
~~29~~	~~38.3909~~	~~43.1896~~	~~47.9886~~	~~$ 6,654.42~~	~~$ 7,486.20~~	~~$ 8,318.02~~	~~$ 79,853.07~~	~~$ 89,834.37~~	~~$ 99,816.19~~
~~30~~	~~40.3105~~	~~45.3491~~	~~50.3880~~	~~$ 6,987.15~~	~~$ 7,860.51~~	~~$ 8,733.92~~	~~$ 83,845.84~~	~~$ 94,326.13~~	~~$ 104,807.00~~
~~31~~	~~42.3260~~	~~47.6166~~	~~52.9074~~	~~$ 7,336.51~~	~~$ 8,253.54~~	~~$ 9,170.61~~	~~$ 88,038.08~~	~~$ 99,042.53~~	~~$ 110,047.35~~
~~32~~	~~44.4423~~	~~49.9974~~	~~55.5527~~	~~$ 7,703.33~~	~~$ 8,666.22~~	~~$ 9,629.14~~	~~$ 92,439.98~~	~~$ 103,994.59~~	~~$ 115,549.72~~

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~~APPENDIX A~~

~~OTAY WATER DISTRICT SALARY SCHEDULE~~									
~~EFFECTIVE JULY 1, 2012~~									
	~~HOURLY~~			~~MONTHLY~~			~~ANNUAL~~		
~~GRADE~~	~~MIN~~	~~MID~~	~~MAX~~	~~MIN~~	~~MID~~	~~MAX~~	~~MIN~~	~~MID~~	~~MAX~~
~~10~~	~~$ 15.7243~~	~~$ 17.6898~~	~~$ 19.6553~~	~~$ 2,725.55~~	~~$ 3,066.23~~	~~$ 3,406.92~~	~~$ 32,706.54~~	~~$ 36,794.78~~	~~$ 40,883.02~~
~~11~~	~~16.5105~~	~~18.5743~~	~~20.6381~~	~~$ 2,861.82~~	~~$ 3,219.55~~	~~$ 3,577.26~~	~~$ 34,341.84~~	~~$ 38,634.54~~	~~$ 42,927.18~~
~~12~~	~~17.3360~~	~~19.5030~~	~~21.6700~~	~~$ 3,004.91~~	~~$ 3,380.52~~	~~$ 3,756.13~~	~~$ 36,058.88~~	~~$ 40,566.24~~	~~$ 45,073.53~~
~~13~~	~~18.2028~~	~~20.4782~~	~~22.7535~~	~~$ 3,155.15~~	~~$ 3,549.55~~	~~$ 3,943.93~~	~~$ 37,861.82~~	~~$ 42,594.66~~	~~$ 47,327.21~~
~~14~~	~~19.1130~~	~~21.5021~~	~~23.8911~~	~~$ 3,312.92~~	~~$ 3,727.03~~	~~$ 4,141.13~~	~~$ 39,755.04~~	~~$ 44,724.37~~	~~$ 49,693.57~~
~~15~~	~~20.0686~~	~~22.5772~~	~~25.0857~~	~~$ 3,478.56~~	~~$ 3,913.38~~	~~$ 4,348.19~~	~~$ 41,742.69~~	~~$ 46,960.58~~	~~$ 52,178.25~~
~~16~~	~~21.0721~~	~~23.7060~~	~~26.3400~~	~~$ 3,652.50~~	~~$ 4,109.04~~	~~$ 4,565.60~~	~~$ 43,829.97~~	~~$ 49,308.48~~	~~$ 54,787.16~~
~~17~~	~~22.1257~~	~~24.8913~~	~~27.6570~~	~~$ 3,835.12~~	~~$ 4,314.49~~	~~$ 4,793.88~~	~~$ 46,021.46~~	~~$ 51,773.90~~	~~$ 57,526.52~~
~~18~~	~~23.2320~~	~~26.1359~~	~~29.0398~~	~~$ 4,026.88~~	~~$ 4,530.22~~	~~$ 5,033.57~~	~~$ 48,322.56~~	~~$ 54,362.67~~	~~$ 60,402.85~~
~~19~~	~~24.3936~~	~~27.4427~~	~~30.4918~~	~~$ 4,228.22~~	~~$ 4,756.73~~	~~$ 5,285.25~~	~~$ 50,738.69~~	~~$ 57,080.82~~	~~$ 63,422.99~~
~~20~~	~~25.6132~~	~~28.8148~~	~~32.0164~~	~~$ 4,439.62~~	~~$ 4,994.57~~	~~$ 5,549.51~~	~~$ 53,275.46~~	~~$ 59,934.78~~	~~$ 66,594.14~~
~~21~~	~~26.8939~~	~~30.2556~~	~~33.6172~~	~~$ 4,661.61~~	~~$ 5,244.30~~	~~$ 5,826.99~~	~~$ 55,939.31~~	~~$ 62,931.65~~	~~$ 69,923.85~~
~~22~~	~~28.2386~~	~~31.7683~~	~~35.2981~~	~~$ 4,894.69~~	~~$ 5,506.51~~	~~$ 6,118.34~~	~~$ 58,736.29~~	~~$ 66,078.06~~	~~$ 73,420.04~~
~~23~~	~~29.6505~~	~~33.3568~~	~~37.0630~~	~~$ 5,139.42~~	~~$ 5,781.85~~	~~$ 6,424.25~~	~~$ 61,673.04~~	~~$ 69,382.14~~	~~$ 77,091.04~~
~~24~~	~~31.1330~~	~~35.0246~~	~~38.9161~~	~~$ 5,396.39~~	~~$ 6,070.93~~	~~$ 6,745.47~~	~~$ 64,756.64~~	~~$ 72,851.17~~	~~$ 80,945.59~~
~~25~~	~~32.6897~~	~~36.7758~~	~~40.8620~~	~~$ 5,666.21~~	~~$ 6,374.47~~	~~$ 7,082.74~~	~~$ 67,994.58~~	~~$ 76,493.66~~	~~$ 84,992.87~~
~~26~~	~~34.3242~~	~~38.6146~~	~~42.9051~~	~~$ 5,949.53~~	~~$ 6,693.20~~	~~$ 7,436.88~~	~~$ 71,394.34~~	~~$ 80,318.37~~	~~$ 89,242.51~~
~~27~~	~~36.0404~~	~~40.5453~~	~~45.0503~~	~~$ 6,247.00~~	~~$ 7,027.85~~	~~$ 7,808.72~~	~~$ 74,964.03~~	~~$ 84,334.22~~	~~$ 93,704.64~~
~~28~~	~~37.8424~~	~~42.5726~~	~~47.3028~~	~~$ 6,559.35~~	~~$ 7,379.25~~	~~$ 8,199.16~~	~~$ 78,712.19~~	~~$ 88,551.01~~	~~$ 98,389.87~~
~~29~~	~~39.7345~~	~~44.7012~~	~~49.6680~~	~~$ 6,887.31~~	~~$ 7,748.21~~	~~$ 8,609.11~~	~~$ 82,647.76~~	~~$ 92,978.50~~	~~$ 103,309.37~~
~~30~~	~~41.7212~~	~~46.9363~~	~~52.1514~~	~~$ 7,231.67~~	~~$ 8,135.63~~	~~$ 9,039.57~~	~~$ 86,780.10~~	~~$ 97,627.50~~	~~$ 108,474.83~~
~~31~~	~~43.8073~~	~~49.2831~~	~~54.7589~~	~~$ 7,593.27~~	~~$ 8,542.40~~	~~$ 9,491.55~~	~~$ 91,119.18~~	~~$ 102,508.85~~	~~$ 113,898.58~~
~~32~~	~~45.9977~~	~~51.7473~~	~~57.4969~~	~~$ 7,972.93~~	~~$ 8,969.53~~	~~$ 9,966.13~~	~~$ 95,675.22~~	~~$ 107,634.38~~	~~$ 119,593.50~~

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~~APPENDIX B~~

~~POSITION~~	~~SALARY GRADE~~	~~FLSA~~	~~POSITION~~	~~SALARY GRADE~~	~~FLSA~~
~~DISTRICT-WIDE POSITIONS~~			~~FINANCE~~		
~~Executive Secretary~~	~~22~~	~~NE~~	~~Accounting~~		
~~Secretary~~	~~18~~	~~NE~~	~~Sr. Accountant~~	~~28~~	~~E~~
~~Office Assistant~~	~~15~~	~~NE~~	~~Accountant~~	~~25~~	~~NE~~
			~~Customer Service~~		
~~ADMINISTRATIVE SERVICES~~			~~Lead Customer Service Field Rep.~~	~~21~~	~~NE~~
			~~Customer Service Field Representative II~~	~~18~~	~~NE~~
~~Purchasing~~			~~Customer Service Field Representative I~~	~~16~~	~~NE~~
~~Buyer II~~	~~23~~	~~NE~~	~~Sr. Customer Service Representative~~	~~21~~	~~NE~~
~~Buyer I~~	~~20~~	~~NE~~	~~Customer Service Representative II~~	~~18~~	~~NE~~
~~Facilities Maintenance Technician~~	~~19~~	~~NE~~	~~Customer Service Representative I~~	~~16~~	~~NE~~
~~Facilities Maintenance Assistant~~	~~14~~	~~NE~~			
~~Lead Warehouse/Facilities Worker~~	~~23~~	~~NE~~	~~Payroll and Accounts Payable~~		
~~Warehouse/Delivery Worker~~	~~19~~	~~NE~~	~~Payroll Technician~~	~~20~~	~~NE~~
			~~Accounting Assistant~~	~~17~~	~~NE~~
~~Water Conservation~~					
~~Water Conservation Specialist~~	~~22~~	~~NE~~			
			~~INFORMATION TECHNOLOGY~~		
			~~Database Administrator~~	~~32~~	~~E~~
			~~Business Systems Analyst II~~	~~29~~	~~E~~
			~~Business Systems Analyst I~~	~~25~~	~~E~~
			~~G.I.S~~		
			~~GIS Programmer Analyst~~	~~27~~	~~E~~
			~~GIS Technician~~	~~22~~	~~NE~~
			~~I.T. Operations~~		
			~~Network Engineer~~	~~31~~	~~E~~
			~~Network Analyst~~	~~25~~	~~E~~
			~~Records Assistant~~	~~18~~	~~NE~~

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~~APPENDIX B~~

~~POSITION~~	~~SALARY GRADE~~	~~FLSA~~	~~POSITION~~	~~SALARY GRADE~~	~~FLSA~~
~~ENGINEERING~~			**~~Equipment Shop~~**		
			~~Equipment Mechanic II~~	~~21~~	~~NE~~
~~Construction~~			~~Equipment Mechanic I~~	~~18~~	~~NE~~
~~Construction Inspector II~~	~~24~~	~~NE~~	~~Welder~~	~~21~~	~~NE~~
~~Construction Inspector I~~	~~22~~	~~NE~~			
			~~Meter Maintenance~~		
~~Surveying~~			~~Lead Meter Maintenance/~~	~~24~~	~~NE~~
~~Survey Technician~~	~~25~~	~~NE~~	~~Cross Connection Worker~~		
~~Assistant Survey Technician~~	~~19~~	~~NE~~	~~Meter Maintenance Worker II~~	~~21~~	~~NE~~
			~~Meter Maintenance Worker I~~	~~18~~	~~NE~~
~~Customer Services~~					
~~Permit Technician~~	~~20~~	~~NE~~	**~~Pump/Electrical~~**		
			~~Sr. SCADA / Instrumentation Technician~~	~~26~~	~~NE~~
~~Engineers~~			~~SCADA / InstrumentationTechnician~~	~~25~~	~~NE~~
~~Associate Civil Engineer~~	~~32~~	~~E~~	~~Electrician II~~	~~24~~	~~NE~~
~~Assistant Civil Engineer~~	~~27~~	~~E~~	~~Electrician I~~	~~22~~	~~NE~~
~~Jr. Civil Engineer~~	~~25~~	~~NE~~	~~Pump Mechanic II~~	~~22~~	~~NE~~
			~~Pump Mechanic I~~	~~19~~	~~NE~~
~~Environmental Compliance~~					
~~Environmental Compliance Specialist~~	~~28~~	~~E~~	**~~Water Systems~~**		
			~~Sr. Disinfection Technician~~	~~24~~	~~NE~~
~~Engineering Technicians~~			~~Disinfection Technician~~	~~23~~	~~NE~~
~~Sr. Engineering Technician~~	~~24~~	~~NE~~	~~Lead Water Systems Operator~~	~~26~~	~~NE~~
~~Engineering Technician~~	~~22~~	~~NE~~	~~Water Systems Operator III~~	~~23~~	~~NE~~
			~~Water Systems Operator II~~	~~22~~	~~NE~~
			~~Water Systems Operator I~~	~~20~~	~~NE~~
			~~Valve Maintenance Worker~~	~~17~~	~~NE~~
~~WATER OPERATIONS~~					
~~Collection/Treatment/Reclamation~~					
~~Laboratory Technician II~~	~~23~~	~~NE~~			
~~Laboratory Technician I~~	~~21~~	~~NE~~			
~~Lead Recycled Water Distribution Operator~~	~~25~~	~~NE~~			
~~Recycled Water Distribution Operator III~~	~~23~~	~~NE~~			
~~Recycled Water Distribution Operator II~~	~~21~~	~~NE~~			
~~Recycled Water Distribution Operator I~~	~~19~~	~~NE~~			
~~Lead Reclamation Plant Operator~~	~~25~~	~~NE~~			
~~Reclamation Plant Operator III~~	~~23~~	~~NE~~			
~~Reclamation Plant Operator II~~	~~21~~	~~NE~~			
~~Reclamation Plant Operator I~~	~~19~~	~~NE~~			
~~Utility Maintenance~~					
~~Utility Crew Leader~~	~~24~~	~~NE~~			
~~Senior Utility/Equipment Operator~~	~~22~~	~~NE~~			
~~Utility Worker II~~	~~20~~	~~NE~~			
~~Utility Worker I~~	~~18~~	~~NE~~			

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~~ATTACHMENT C~~

(MOVED TO ARTICLE 3, SECTION 6)

~~SIDE LETTER OF AGREEMENT~~
~~BETWEEN~~
~~THE OTAY WATER DISTRICT (The District)~~
~~AND~~
~~THE OTAY WATER DISTRICT EMPLOYEES' ASSOCIATION~~
~~(The Association)~~
~~DEALING WITH AGENCY SHOP~~

~~1. Legislative Authority~~

~~The parties mutually understand and agree that as a result of State of California adoption of SB 739, all Field and Administrative employees (regular full-time and regular part-time), employees represented by the Otay Water District Employees' Association, have the right to join or not join the Association. However, the enactment of a local "Agency Shop" requires that as a condition of continuing employment, employees in the respective bargaining unit must either join the Association or pay to the Association a service fee in lieu thereof. Such service fee shall be established by the Association, and shall not exceed the standard initiation fee, periodic dues and general assessments of the Association.~~

~~2. Association Dues/Service Fees~~

~~(a) Effective September 1, 2001, the District's Human Resources Office shall provide all current Field and Administrative employees (regular full-time and regular part-time) and any Field or Administrative employees hired thereafter, with an authorization notice advising them that Agency Shop for the Association has been enacted pursuant to state law and an agreement exists with the Association, and that all employees subject to the Agreement must either join the Association, pay a service fee to the Association, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing a payroll deduction of Association dues, a service fee or a charitable contribution equal to the service fee. Said employees shall have 30 calendar days from the date they receive the form to fully execute it and return it to the District's Payroll Office.~~

~~(b) When the form is completed properly authorizing the deduction of Association dues or the service fee, and returned during the stated time period in Paragraph 2(a), the District shall begin the applicable deduction of Association dues or the service fee no later than the beginning of the first pay period commencing after receipt of the authorization form by the Payroll Office. If the form is not completed properly and/or not returned within the stated time period, the District shall begin the deduction of the service fee no later than the beginning of the first pay period commencing after the expiration of the stated time period in Paragraph 2(a). If the authorization form is properly completed claiming the religious exemption and returned during the stated time period, the procedure provided in Paragraph 3(b) shall be followed.~~

~~(c) As determined by the District, the employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care and insurance deductions) have priority over Association dues and service fees.~~

~~(d) The Association shall advise the District, in writing, of the dues and service fee amounts to be deducted. Any change in the amounts will be submitted to the District, in writing, at least thirty (30) days prior to the effective date of such change.~~

~~(e) All deducted dues and service fees shall be remitted to the Association no later than 14 calendar days after deduction. The District shall also provide an itemized statement detailing each employee's name, amount of deduction, and category of deduction.~~

~~3. Religious Exemption~~

~~(a) Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall upon presentation of active membership in such religion, body, or sect, not be required to join or financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees or agency shop fees, to pay sums equal to the dues, initiation fees or agency shop fees to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from the following three charitable associations: American Cancer Association, American Heart Association, or United Way.~~

~~(b) Written declarations of, or applications for, religious exemption and any supporting documentation must be submitted to the District's Payroll Office. Within 14 calendar days of receipt of any such written request for religious exemption, the District shall forward a copy of it to the Association. After receipt of such a request, the District shall begin a deduction of the charitable contribution no later than the beginning of the first pay period commencing after the receipt of the request by the Payroll Office. The charitable deduction shall be held in escrow pending receipt of the Association's written determination on the request for a religious exemption. Upon approval of the religious exemption by the Association and upon identification of an appropriate charity by the employee, the District shall remit the escrowed amount to the designated charity and thereafter remit the charitable deductions to the designated charity. Upon denial of the religious exemption by the Association, the District shall convert the charitable contribution deduction to a service fee deduction and remit the escrowed amount to the Association as service fees. Charitable contributions shall be made by regular payroll deductions only. Failure of the Association to provide the District, within 30 calendar days of the Association's receipt of a copy of the request, with a written approval or disapproval of a request for religious exemption shall constitute an approval of the religious exemption.~~

~~4. Rescission~~

~~For purposes of this agreement, a rescission vote may not be requested until after July 25, 2002.~~
~~The agency shop provision in this memorandum of understanding may be rescinded by a majority vote of all the employees in the unit covered by the memorandum of understanding, provided that:~~

~~(a) A request for such a vote is supported by a petition containing the signatures of at least 30 percent of the employees in the unit;~~

~~(b) The vote is by secret ballot; and~~

~~(c) The vote may be taken at any time during the term of the memorandum of understanding, but in no event shall there be more than one rescission vote taken during that term.~~

~~If a "rescission vote" is approved by unit members during the term of a current memorandum of understanding, the Association agrees not to petition for or seek Agency Shop status for the duration of the current memorandum of understanding.~~

~~5. Records~~

~~The Association shall keep an adequate itemized record of its financial transactions and shall make available annually, to the District, and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.~~

~~6. Indemnification~~

~~The Association shall indemnify, defend, and hold the District harmless against any liability arising from any claims, demands, or other action relating to the District's compliance with the agency fee obligation including claims relating to the Associations use of monies collected under these provisions. The District reserves the right to select and direct legal counsel in the case of any challenge to the District's compliance with the agency fee obligation, and the Association agrees to pay any attorney, arbitrator or court fees related thereto.~~

~~7. Board Approval~~

~~Authorization to approve this side letter of agreement shall be submitted to the Otay Water District Board of Directors at its next regular meeting on August 29, 2001.~~

~~The Parties hereto have caused this Side Letter of Agreement to be executed the _____ day of _____, 2001.~~

~~Otay Water District~~

~~Dated: _____ By: _____~~
~~Rom Sarno, Acting Assistant Chief of Administrative Services~~

~~Otay Water District Employees' Association~~

~~Dated: _____ By: _____~~
~~Chief Bargaining Representative~~

~~**APPENDIX D**~~

~~SIDE LETTER OF AGREEMENT~~
~~BETWEEN~~
~~THE OTAY WATER DISTRICT (The District)~~
~~AND~~
~~THE OTAY WATER DISTRICT EMPLOYEES' ASSOCIATION~~
~~(The Association)~~
~~TO ESTABLISH A LABOR/MANAGEMENT COMMITTEE~~

~~A Labor Management Committee shall be established according to the following procedures:~~

~~Purpose: It shall be the purpose of this Committee to foster full communications between employees and District Management and to provide a problem-solving forum.~~

~~Participants: Two (2) employees from each bargaining unit and representatives of management. Employees shall be allowed release time for the meeting and for thirty minutes before the meeting to prepare. This release time shall be reported on his/her time record as "Negotiation Release Time" (Activity Code 1508).~~

~~Agenda: The employees shall submit an agenda of proposed topics for each labor-management committee meeting one week prior to the meeting. Management may also submit agenda topics. Matters subject to negotiations or grievances that have been filed may not be included on the agenda.~~

~~Meeting Schedule: Meetings shall not extend for more than two (2) hours and may be held once every three (3) months or as mutually agreed by the parties.~~

~~The Parties hereto have caused this Side Letter of Agreement to be executed the first (1st) day of July, 2003.~~

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APPENDIX A~~E~~

OTAY WATER DISTRICT
STEP ONE (1) GRIEVANCE FORM

_____
Grievant's Name Job Title Dept.

In cases of disciplinary action, the written grievance shall state as a ground(s) for the appeal that the disciplinary action is inaccurate, unduly severe, and/or unfair and set forth the facts supporting such ground(s). The grievance shall also state the remedy sought. If the grieving employee fails to provide the required information, or state a ground for challenging disciplinary action, the District may return the grievance to the employee and may refuse to process the grievance until the information is furnished. The Grievance Procedure time limits will not be extended for this purpose. However, the time limits may be extended by mutual agreement of the parties.

1. What provision of the Memorandum of Understanding do you claim was violated? List article(s) and page number(s):
_____
_____

2. Describe the action or event you are grieving by answering all of the following questions which are appropriate:
   A. What happened?_____
_____
   B. When did it happen? (If you don't know when it happened, when did you find out about it?)_____
_____
   C. Where did it happen?_____
   D. List the names of other people who observed the event or who have knowledge about the event:_____
_____
   E. Please give any other information, which you believe is important to understand your grievance:_____
_____
_____

3. What actions do you want the District take to remedy the grievance:_____
_____

Grievant's Signature: _____ Date _____

Received by: _____ Date _____
Immediate Supervisor

Supervisor Response:_____
_____

Signature: _____ Date _____
Immediate Supervisor

I received the Step One (1) response to my grievance on _____ _____
Date Grievant's Signature

Grievant's response to Step One (1) (check one)

- ☐ 1. The remedy proposed at Step One (1) is acceptable. I accept the proposed remedy as the complete and final settlement of all complaints I have raised in this grievance.
- ☐ 2. The remedy proposed is not acceptable, and I withdraw my grievance.
- ☐ 3. The remedy proposed is not acceptable, and I wish to appeal the decision of Step One (1). The Step Two (2) form is attached.

Grievant's Signature _____ Date _____

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APPENDIX A~~E~~

OTAY WATER DISTRICT
STEP TWO (2) GRIEVANCE FORM

Instructions: Attach a copy of the Step One (1) Grievance Form and explain why the Step 1 response is not acceptable.

Grievant's Name _____

The Step One (1) response is unacceptable for the following reasons: _____

_____

_____

_____

_____

_____

_____

_____

Grievant's Signature _____ Date_____

Received by: _____ Date_____
General Manager/Designee

General Manager/Designee Response: _____

_____

_____

_____

Signature_____ Date_____
General Manager/Designee

I received the Step Two (2) response to my grievance on _____
Date

_____
Grievant's Signature

Grievant's response to Step Two (2) (check one)

☐ 1. The remedy proposed at Step Two (2) is acceptable. I accept the proposed remedy as the complete and final settlement of all complaints I have raised in this grievance.
☐ 2. The remedy proposed is not acceptable, and I withdraw my grievance.
☐ 3. The remedy proposed is not acceptable, and I wish to appeal the decision of Step Two (2) (if applicable). An employee may not grieve to Step Three (3): Arbitration, without the consent of the Association.

Grievant's Signature _____ Date_____

~~**APPENDIX F**~~

~~SIDE LETTER AGREEMENT~~

~~Management and employee representatives have met and agreed to the following additional provisions approved by the Board of Directors at the July 7, 2004 Board meeting:~~

~~1. The District and the Association hereby enter into this side agreement, which shall be considered an amendment to the Memorandum of Understanding.~~

~~2. For purposes of this side agreement, "Decision" refers to a decision by the District to eliminate a position in a bargaining unit represented by the Association for the purpose of permanently contracting work that had immediately beforehand been performed by such position, to a person who is not a member of the affected bargaining unit. "Work" refers to the bargaining unit work that is being contracted out.~~

~~3. The District shall notify the Association of a Decision, in writing, at least 45 calendar days before it intends to implement that Decision.~~

~~4. The Association may demand that the District meet and negotiate only on the effects of the Decision on the affected bargaining unit. The Association must submit a request to the Human Resources Manager to meet and negotiate, in writing, no later than 14 calendar days after it receives notice of the Decision. If the Association does not timely submit such a request, it shall be considered to have waived its right to bargain over the effects of the Decision.~~

~~5. Unless the parties mutually agree otherwise, the District may implement the Decision upon the conclusion of the 45-day notice period, even if the parties have not completed their negotiations on the effects of the Decision. In such instance, the parties shall continue to negotiate the effects of the Decision in good faith notwithstanding its implementation.~~

~~6. In any instance where the District solicits bids or proposals from outside contractors to perform the Work, the Association shall have the opportunity to submit a proposal demonstrating how the District might be able to more efficiently retain the Work within the bargaining unit. The District shall provide a copy of the request for bids/proposals to the Association at the time the request is issued and, after the bid/proposal submission deadline, shall permit the Association to review bids and proposals submitted in response thereto. The Association must submit its proposal no more than 15 days after the deadline for submitting bids/proposals by outside contractors, so that the District may give the Association's proposal full consideration before deciding whether to award the contract. This paragraph shall apply only where the Decision affecting the Work resulted in a net decrease of bargaining unit positions or the layoff of a bargaining unit member.~~

~~7. If the District contracts with an outside contractor to perform the Work, the District will recommend to the contractor that the contractor employ any District employees who were displaced as a result of the Decision. The District will not be required to recommend any employee whose last District overall evaluation was "does not meet expectations" or who received a letter of reprimand or more severe disciplinary action within the 12 months preceding his/her layoff. Upon request by the Association, the District shall provide proof that it has complied with this paragraph.~~

~~8. This side agreement shall not apply to Decisions where the District is eliminating a position that had been created but never filled by a District employee. The District is not required to negotiate over such Decisions or their effects and is not required to give notice of such Decisions.~~

~~The Parties hereto have caused this Side Letter of Agreement to be executed on July 7, 2004.~~

OTAY WATER DISTRICT
Job Classification and Salary Schedule
Effective July 1, 2014

Position	Exempt (E) Non-Exempt (NE)	Salary Grade	Min	Hourly Mid	Max	Min	Monthly Mid	Max	Min	Annually Mid	Max
Accountant	NE	25	$33.5069	$37.6952	$41.8836	$5,807.87	$6,533.83	$7,259.81	$69,694.45	$78,406.00	$87,117.69
Accounting Technician	NE	20	$26.2535	$29.5352	$32.8168	$4,550.61	$5,119.43	$5,688.25	$54,607.35	$61,433.15	$68,258.99
Assistant Buyer	NE	19	$25.0034	$28.1288	$31.2541	$4,333.93	$4,875.65	$5,417.38	$52,007.16	$58,507.84	$65,008.57
Assistant Chief	E	38	$63.1823	$71.0800	$78.9776	$10,951.60	$12,321.36	$13,689.45	$131,419.25	$147,856.31	$164,273.37
Assistant Civil Engineer I	NE	25	$33.5069	$37.6952	$41.8836	$5,807.87	$6,533.83	$7,259.81	$69,694.45	$78,406.00	$87,117.69
Assistant Civil Engineer II	E	27	$36.9414	$41.5589	$46.1766	$6,403.18	$7,203.55	$8,003.94	$76,838.13	$86,442.58	$96,047.26
Assistant General Manager	E	43	$80.6384	$90.7180	$100.7977	$13,977.32	$15,724.46	$17,471.60	$167,727.85	$188,693.51	$209,659.18
Assistant Survey Technician	NE	19	$25.0034	$28.1288	$31.2541	$4,333.93	$4,875.65	$5,417.38	$52,007.16	$58,507.84	$65,008.57
Associate Civil Engineer	E	32	$47.1476	$53.0410	$58.9343	$8,172.26	$9,193.77	$10,215.28	$98,067.10	$110,325.24	$122,583.34
Business Systems Analyst I	E	25	$33.5069	$37.6952	$41.8836	$5,807.87	$6,533.83	$7,259.81	$69,694.45	$78,406.00	$87,117.69
Business Systems Analyst II	E	29	$40.7279	$45.8187	$50.9097	$7,059.50	$7,941.91	$8,824.34	$84,713.95	$95,302.96	$105,892.10
Buyer	NE	20	$26.2535	$29.5352	$32.8168	$4,550.61	$5,119.43	$5,688.25	$54,607.35	$61,433.15	$68,258.99
Chief Financial Officer	E	40	$69.6585	$78.3657	$87.0987	$12,074.14	$13,583.38	$15,097.10	$144,889.65	$163,000.56	$181,165.20
Chief Information Officer	E	40	$69.6585	$78.3657	$87.0987	$12,074.14	$13,583.38	$15,097.10	$144,889.65	$163,000.56	$181,165.20
Chief, Administrative Services	E	40	$69.6585	$78.3657	$87.0987	$12,074.14	$13,583.38	$15,097.10	$144,889.65	$163,000.56	$181,165.20
Chief, Engineering	E	40	$69.6585	$78.3657	$87.0987	$12,074.14	$13,583.38	$15,097.10	$144,889.65	$163,000.56	$181,165.20
Chief, Water Operations	E	40	$69.6585	$78.3657	$87.0987	$12,074.14	$13,583.38	$15,097.10	$144,889.65	$163,000.56	$181,165.20
Communications Officer	E	30	$42.7642	$48.1097	$53.4552	$7,412.47	$8,339.02	$9,265.56	$88,949.60	$100,068.19	$111,186.70
Confidential Executive Secretary	NE	22	$28.9446	$32.5625	$36.1806	$5,017.06	$5,644.17	$6,271.30	$60,204.70	$67,730.01	$75,255.54
Confidential Secretary	NE	18	$23.8128	$26.7893	$29.7658	$4,127.55	$4,643.48	$5,159.41	$49,530.62	$55,721.74	$61,912.92
Construction Inspector I	NE	22	$28.9446	$32.5625	$36.1806	$5,017.06	$5,644.17	$6,271.30	$60,204.70	$67,730.01	$75,255.54
Construction Inspector II	NE	24	$31.9113	$35.9002	$39.8890	$5,531.30	$6,222.70	$6,914.10	$66,375.56	$74,672.45	$82,969.23
Construction Management Specialist	E	32	$47.1476	$53.0410	$58.9343	$8,172.26	$9,193.77	$10,215.28	$98,067.10	$110,325.24	$122,583.34
Customer Service Field Representative I	NE	16	$21.5989	$24.2987	$26.9985	$3,743.81	$4,211.77	$4,679.74	$44,925.72	$50,541.19	$56,156.84
Customer Service Field Representative II	NE	18	$23.8128	$26.7893	$29.7658	$4,127.55	$4,643.48	$5,159.41	$49,530.62	$55,721.74	$61,912.92
Customer Service Manager	E	31	$44.9025	$50.5152	$56.1279	$7,783.10	$8,755.96	$9,728.84	$93,397.16	$105,071.57	$116,746.05
Customer Service Representative I	NE	16	$21.5989	$24.2987	$26.9985	$3,743.81	$4,211.77	$4,679.74	$44,925.72	$50,541.19	$56,156.84
Customer Service Representative II	NE	18	$23.8128	$26.7893	$29.7658	$4,127.55	$4,643.48	$5,159.41	$49,530.62	$55,721.74	$61,912.92
Data Systems Technician	NE	20	$26.2535	$29.5352	$32.8168	$4,550.61	$5,119.43	$5,688.25	$54,607.35	$61,433.15	$68,258.99
Database Administrator	E	32	$47.1476	$53.0410	$58.9343	$8,172.26	$9,193.77	$10,215.28	$98,067.10	$110,325.24	$122,583.34
Disinfection Technician	NE	23	$30.3918	$34.1907	$37.9896	$5,267.91	$5,926.39	$6,584.86	$63,214.87	$71,116.69	$79,018.32
District Secretary	E	29	$40.7279	$45.8187	$50.9097	$7,059.50	$7,941.91	$8,824.34	$84,713.95	$95,302.96	$105,892.10
Electrician I	NE	22	$28.9446	$32.5625	$36.1806	$5,017.06	$5,644.17	$6,271.30	$60,204.70	$67,730.01	$75,255.54
Electrician II	NE	24	$31.9113	$35.9002	$39.8890	$5,531.30	$6,222.70	$6,914.10	$66,375.56	$74,672.45	$82,969.23
Engineering Manager	E	37	$60.1737	$67.6952	$75.2168	$10,430.10	$11,733.83	$13,037.57	$125,161.19	$140,806.02	$156,450.86
Engineering Technician	NE	22	$28.9446	$32.5625	$36.1806	$5,017.06	$5,644.17	$6,271.30	$60,204.70	$67,730.01	$75,255.54
Environmental Compliance Specialist	E	28	$38.7885	$43.6369	$48.4854	$6,723.33	$7,563.73	$8,404.14	$80,680.00	$90,764.79	$100,849.62
Equipment Mechanic I	NE	18	$23.8128	$26.7893	$29.7658	$4,127.55	$4,643.48	$5,159.41	$49,530.62	$55,721.74	$61,912.92
Equipment Mechanic II	NE	21	$27.5663	$31.0120	$34.4576	$4,778.15	$5,375.41	$5,972.66	$57,337.79	$64,504.94	$71,671.95
Executive Secretary	NE	22	$28.9446	$32.5625	$36.1806	$5,017.06	$5,644.17	$6,271.30	$60,204.70	$67,730.01	$75,255.54
Facilities Maintenance Technician	NE	19	$25.0034	$28.1288	$31.2541	$4,333.93	$4,875.65	$5,417.38	$52,007.16	$58,507.84	$65,008.57
Finance Manager, Controller & Budget	E	35	$54.5793	$61.4015	$68.2238	$9,460.41	$10,642.93	$11,825.46	$113,524.95	$127,715.11	$141,905.49
Finance Manager, Treasury & Accounting	E	35	$54.5793	$61.4015	$68.2238	$9,460.41	$10,642.93	$11,825.46	$113,524.95	$127,715.11	$141,905.49

OTAY WATER DISTRICT
Job Classification and Salary Schedule
Effective July 1, 2014

Position	Exempt (E) Non-Exempt (NE)	Salary Grade	Min	Hourly Mid	Max	Min	Monthly Mid	Max	Min	Annually Mid	Max
Fleet Maintenance Supervisor	E	28	$38.7885	$43.6369	$48.4854	$6,723.33	$7,563.73	$8,404.14	$80,680.00	$90,764.79	$100,849.62
General Manager*	E	N/A									$220,593.00
GIS Analyst	E	25	$33.5069	$37.6952	$41.8836	$5,807.87	$6,533.83	$7,259.81	$69,694.45	$78,406.00	$87,117.69
GIS Manager	E	34	$51.9802	$58.4777	$64.9751	$9,009.90	$10,136.13	$11,262.34	$108,118.84	$121,633.58	$135,148.12
GIS Programmer Analyst	E	27	$36.9414	$41.5589	$46.1766	$6,403.18	$7,203.55	$8,003.94	$76,838.13	$86,442.58	$96,047.26
GIS Technician	NE	22	$28.9446	$32.5625	$36.1806	$5,017.06	$5,644.17	$6,271.30	$60,204.70	$67,730.01	$75,255.54
Human Resources Analyst	E	25	$33.5069	$37.6952	$41.8836	$5,807.87	$6,533.83	$7,259.81	$69,694.45	$78,406.00	$87,117.69
Human Resources Manager	E	35	$54.5793	$61.4015	$68.2238	$9,460.41	$10,642.93	$11,825.46	$113,524.95	$127,715.11	$141,905.49
Human Resources Technician	NE	21	$27.5663	$31.0120	$34.4576	$4,778.15	$5,375.41	$5,972.66	$57,337.79	$64,504.94	$71,671.95
Information Technology Manager	E	34	$51.9802	$58.4777	$64.9751	$9,009.90	$10,136.13	$11,262.34	$108,118.84	$121,633.58	$135,148.12
Inspection Supervisor	E	28	$38.7885	$43.6369	$48.4854	$6,723.33	$7,563.73	$8,404.14	$80,680.00	$90,764.79	$100,849.62
Laboratory Analyst	NE	25	$33.5069	$37.6952	$41.8836	$5,807.87	$6,533.83	$7,259.81	$69,694.45	$78,406.00	$87,117.69
Lead Business Systems Analyst	E	32	$47.1476	$53.0410	$58.9343	$8,172.26	$9,193.77	$10,215.28	$98,067.10	$110,325.24	$122,583.34
Lead Customer Service Field Representative	NE	21	$27.5663	$31.0120	$34.4576	$4,778.15	$5,375.41	$5,972.66	$57,337.79	$64,504.94	$71,671.95
Lead Customer Service Representative	NE	21	$27.5663	$31.0120	$34.4576	$4,778.15	$5,375.41	$5,972.66	$57,337.79	$64,504.94	$71,671.95
Lead Meter Maintenance/Cross Conn Worker	NE	25	$33.5069	$37.6952	$41.8836	$5,807.87	$6,533.83	$7,259.81	$69,694.45	$78,406.00	$87,117.69
Lead Reclamation Plant Operator	NE	26	$35.1823	$39.5800	$43.9777	$6,098.27	$6,860.53	$7,622.80	$73,179.20	$82,326.33	$91,473.57
Lead Warehouse/Facilities Worker	NE	23	$30.3918	$34.1907	$37.9896	$5,267.91	$5,926.39	$6,584.86	$63,214.87	$71,116.69	$79,018.32
Lead Water Systems Operator	NE	26	$35.1823	$39.5800	$43.9777	$6,098.27	$6,860.53	$7,622.80	$73,179.20	$82,326.33	$91,473.57
Meter Maintenance Worker I	NE	18	$23.8128	$26.7893	$29.7658	$4,127.55	$4,643.48	$5,159.41	$49,530.62	$55,721.74	$61,912.92
Meter Maintenance Worker II	NE	21	$27.5663	$31.0120	$34.4576	$4,778.15	$5,375.41	$5,972.66	$57,337.79	$64,504.94	$71,671.95
Network Analyst	E	26	$35.1823	$39.5800	$43.9777	$6,098.27	$6,860.53	$7,622.80	$73,179.20	$82,326.33	$91,473.57
Network Engineer	E	31	$44.9025	$50.5152	$56.1279	$7,783.10	$8,755.96	$9,728.84	$93,397.16	$105,071.57	$116,746.05
Office Assistant	NE	15	$20.5703	$23.1416	$25.7128	$3,565.52	$4,011.22	$4,456.89	$42,786.26	$48,134.60	$53,482.71
Permit Technician	NE	20	$26.2535	$29.5352	$32.8168	$4,550.61	$5,119.43	$5,688.25	$54,607.35	$61,433.15	$68,258.99
Pump Mechanic I	NE	19	$25.0034	$28.1288	$31.2541	$4,333.93	$4,875.65	$5,417.38	$52,007.16	$58,507.84	$65,008.57
Pump Mechanic II	NE	22	$28.9446	$32.5625	$36.1806	$5,017.06	$5,644.17	$6,271.30	$60,204.70	$67,730.01	$75,255.54
Pump/Electrical Supervisor	E	28	$38.7885	$43.6369	$48.4854	$6,723.33	$7,563.73	$8,404.14	$80,680.00	$90,764.79	$100,849.62
Purchasing & Facilities Manager	E	34	$51.9802	$58.4777	$64.9751	$9,009.90	$10,136.13	$11,262.34	$108,118.84	$121,633.58	$135,148.12
Reclamation Plant Operator I	NE	19	$25.0034	$28.1288	$31.2541	$4,333.93	$4,875.65	$5,417.38	$52,007.16	$58,507.84	$65,008.57
Reclamation Plant Operator II	NE	21	$27.5663	$31.0120	$34.4576	$4,778.15	$5,375.41	$5,972.66	$57,337.79	$64,504.94	$71,671.95
Reclamation Plant Operator III	NE	23	$30.3918	$34.1907	$37.9896	$5,267.91	$5,926.39	$6,584.86	$63,214.87	$71,116.69	$79,018.32
Reclamation Plant Supervisor	E	30	$42.7642	$48.1097	$53.4552	$7,412.47	$8,339.02	$9,265.56	$88,949.60	$100,068.19	$111,186.70
Recycled Water Distribution Operator I	NE	19	$25.0034	$28.1288	$31.2541	$4,333.93	$4,875.65	$5,417.38	$52,007.16	$58,507.84	$65,008.57
Recycled Water Distribution Operator II	NE	21	$27.5663	$31.0120	$34.4576	$4,778.15	$5,375.41	$5,972.66	$57,337.79	$64,504.94	$71,671.95
Recycled Water Distribution Operator III	NE	23	$30.3918	$34.1907	$37.9896	$5,267.91	$5,926.39	$6,584.86	$63,214.87	$71,116.69	$79,018.32
Recycled Water System Supervisor	E	30	$42.7642	$48.1097	$53.4552	$7,412.47	$8,339.02	$9,265.56	$88,949.60	$100,068.19	$111,186.70
Safety and Security Specialist	E	30	$42.7642	$48.1097	$53.4552	$7,412.47	$8,339.02	$9,265.56	$88,949.60	$100,068.19	$111,186.70
SCADA/Instrumentation Technician	NE	25	$33.5069	$37.6952	$41.8836	$5,807.87	$6,533.83	$7,259.81	$69,694.45	$78,406.00	$87,117.69
Secretary	NE	18	$23.8128	$26.7893	$29.7658	$4,127.55	$4,643.48	$5,159.41	$49,530.62	$55,721.74	$61,912.92
Senior Accountant	E	28	$38.7885	$43.6369	$48.4854	$6,723.33	$7,563.73	$8,404.14	$80,680.00	$90,764.79	$100,849.62
Senior Buyer	NE	23	$30.3918	$34.1907	$37.9896	$5,267.91	$5,926.39	$6,584.86	$63,214.87	$71,116.69	$79,018.32
Senior Civil Engineer	E	34	$51.9802	$58.4777	$64.9751	$9,009.90	$10,136.13	$11,262.34	$108,118.84	$121,633.58	$135,148.12

Board approved – September 3, 2014

OTAY WATER DISTRICT
Job Classification and Salary Schedule
Effective July 1, 2014

Position	Exempt (E) Non-Exempt (NE)	Salary Grade	Min	Hourly Mid	Max	Min	Monthly Mid	Max	Min	Annually Mid	Max
Senior Confidential Executive Secretary	E	24	$31.9113	$35.9002	$39.8890	$5,531.30	$6,222.70	$6,914.10	$66,375.56	$74,672.45	$82,969.23
Senior Disinfection Technician	NE	24	$31.9113	$35.9002	$39.8890	$5,531.30	$6,222.70	$6,914.10	$66,375.56	$74,672.45	$82,969.23
Senior Engineering Technician	NE	24	$31.9113	$35.9002	$39.8890	$5,531.30	$6,222.70	$6,914.10	$66,375.56	$74,672.45	$82,969.23
Senior Human Resources Analyst	E	30	$42.7642	$48.1097	$53.4552	$7,412.47	$8,339.02	$9,265.56	$88,949.60	$100,068.19	$111,186.70
Senior SCADA/Instrumentation Technician	NE	28	$38.7885	$43.6369	$48.4854	$6,723.33	$7,563.73	$8,404.14	$80,680.00	$90,764.79	$100,849.62
Senior Utility/Equipment Operator	NE	22	$28.9446	$32.5625	$36.1806	$5,017.06	$5,644.17	$6,271.30	$60,204.70	$67,730.01	$75,255.54
Senior Water Conservation Specialist	E	24	$31.9113	$35.9002	$39.8890	$5,531.30	$6,222.70	$6,914.10	$66,375.56	$74,672.45	$82,969.23
Supervising Land Surveyor	E	29	$40.7279	$45.8187	$50.9097	$7,059.50	$7,941.91	$8,824.34	$84,713.95	$95,302.96	$105,892.10
Survey Technician	NE	25	$33.5069	$37.6952	$41.8836	$5,807.87	$6,533.83	$7,259.81	$69,694.45	$78,406.00	$87,117.69
System Operations Manager	E	36a	$57.3083	$64.4716	$73.4259	$9,933.43	$11,175.07	$12,727.15	$119,201.19	$134,100.88	$152,725.82
Utility Crew Leader	NE	24	$31.9113	$35.9002	$39.8890	$5,531.30	$6,222.70	$6,914.10	$66,375.56	$74,672.45	$82,969.23
Utility Maintenance Supervisor	E	28	$38.7885	$43.6369	$48.4854	$6,723.33	$7,563.73	$8,404.14	$80,680.00	$90,764.79	$100,849.62
Utility Services Manager	E	35	$54.5793	$61.4015	$68.2238	$9,460.41	$10,642.93	$11,825.46	$113,524.95	$127,715.11	$141,905.49
Utility Worker I	NE	18	$23.8128	$26.7893	$29.7658	$4,127.55	$4,643.48	$5,159.41	$49,530.62	$55,721.74	$61,912.92
Utility Worker II	NE	20	$26.2535	$29.5352	$32.8168	$4,550.61	$5,119.43	$5,688.25	$54,607.35	$61,433.15	$68,258.99
Valve Maintenance Worker	NE	18	$23.8128	$26.7893	$29.7658	$4,127.55	$4,643.48	$5,159.41	$49,530.62	$55,721.74	$61,912.92
Warehouse/Delivery Worker	NE	19	$25.0034	$28.1288	$31.2541	$4,333.93	$4,875.65	$5,417.38	$52,007.16	$58,507.84	$65,008.57
Water Conservation Specialist	NE	22	$28.9446	$32.5625	$36.1806	$5,017.06	$5,644.17	$6,271.30	$60,204.70	$67,730.01	$75,255.54
Water Systems Operator I	NE	20	$26.2535	$29.5352	$32.8168	$4,550.61	$5,119.43	$5,688.25	$54,607.35	$61,433.15	$68,258.99
Water Systems Operator II	NE	22	$28.9446	$32.5625	$36.1806	$5,017.06	$5,644.17	$6,271.30	$60,204.70	$67,730.01	$75,255.54
Water Systems Operator III	NE	23	$30.3918	$34.1907	$37.9896	$5,267.91	$5,926.39	$6,584.86	$63,214.87	$71,116.69	$79,018.32
Water Systems Supervisor	E	30	$42.7642	$48.1097	$53.4552	$7,412.47	$8,339.02	$9,265.56	$88,949.60	$100,068.19	$111,186.70

* Salary is determined by the Board

Board approved – September 3, 2014

DRAFT

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
OTAY WATER DISTRICT
AND THE
OTAY WATER DISTRICT EMPLOYEES' ASSOCIATION

July 1, 2014 – June 30, 2017

ARTICLE 1 - PREAMBLE

This Memorandum of Understanding (MOU) is entered into by the Otay Water District, Spring Valley, California (hereinafter "District") and the Otay Water District Employees' Association (hereinafter "Association") as a mutual recommendation to the Board of Directors of the District of those wages, hours, and conditions of employment which are to be in effect as specified in Article 2 - Term.

ARTICLE 2 - TERM

Upon adoption by the Board of Directors of the District, the provisions of this Memorandum of Understanding shall be effective during the period commencing at 8:00 a.m. on July 1, 2014 through 5:00 p.m. on June 30, 2017 for those employees working in the Field and Administrative Units, subject to the provisions of Article 13, Section 7: Implementation.

ARTICLE 3 - ASSOCIATION RIGHTS

ARTICLE 3, SECTION 1: RECOGNITION

Pursuant to the provisions of the District's Code of Ordinance, Chapter 5 Personnel Practices, Section 5 Employer-Employee Relations, and applicable state law, the Association was certified on May 9, 2001, as the majority representative for the:

Field Employees Unit
Administrative Employees Unit

The District therefore recognizes the Association as the sole and exclusive representative for all classifications in these two (2) units.

ARTICLE 3, SECTION 2: ASSOCIATION REPRESENTATIVES

A. Representatives. The Association may designate three (3) Representatives for the Field Unit and three (3) Representatives for the Administrative Unit. The Association shall furnish the District a written list identifying all Representatives by name and the

list shall be kept current by the Association. The District will recognize as Representatives, only those persons designated on the most recent list furnished by the Association.

B. Grievance Processing Release Time. The District shall grant a Representative reasonable release time when, at the request of an employee, the Representative is investigating an alleged grievance and assisting in its written preparation and presentation. Release time for this purpose shall be given in accordance with the following:

1. The Representative's supervisor will authorize the Representative to leave his/her work unless circumstances warrant denial of such permission. Where permission is denied, the supervisor shall inform the Representative of the reasons for the denial and provide an alternate time when the Representative may reasonably be expected to be released from his/her work assignment.

2. When a Representative, acting under this section, desires to contact an employee at his/her work location, the Representative shall first contact the supervisor of that employee, advise him/her of the nature of the business, and obtain permission to meet with the employee. The supervisor shall make the employee available promptly unless circumstances prevent the employee's availability. If the employee is not available, the supervisor will notify the Representative when he/she may reasonably expect to contact the employee. When the employee is not available for one (1) or more whole work days, the time limits of the grievance procedure shall be extended for an equal number of days.

3. When a Representative conducts interviews or discussions with an employee on District time, such interviews or discussions shall be performed expeditiously.

4. A Representative shall report release time under this section on his/her time record as "Negotiation Release Time" (Activity Code 1508). Other employees (non-Representatives) participating in such interviews or discussions shall conduct such activities on their own time with supervisor approval using available accruals.

C. Formal Bargaining Release Time. The District shall grant reasonable release time to Representatives designated in accordance with this section to serve on the Association bargaining team while meeting and conferring with District representatives in the formal meet and confer (bargaining) process regarding wages, hours, and other terms and conditions of employment, including negotiations for a successor agreement to this Memorandum of Understanding. Release time in accordance with this section shall be given in accordance with the following:

1. Appropriate times for release time shall be as mutually arranged by the parties in negotiations and the number of representatives shall be determined by ground rules.

2. Release time under this section shall be reported by the Association Representative on his/her time record as "Negotiation Release Time" (Activity Code 1508).

D. Release Time for PERB Proceedings. Consistent with Government Code section 3503.3 and related provisions of the Meyers-Milias-Brown Act, the District shall grant reasonable release time to Representatives designated in accordance with this section to testify or appear as the designated Association representatives in conferences, hearings, or other proceedings before the Public Employment Relations Board, or an agent thereof, in matters relating to a charge filed by the Association against the District or by the District against the Association. The Association shall provide reasonable notification to the District requesting time off pursuant to this section.

E. Limitation on Time Off. The District shall not grant Association Representatives permission for time away from their work assignments for Association activities not described in this section.

ARTICLE 3, SECTION 3: BULLETIN BOARDS

Bulletin boards shall be provided by the District at the following locations: Operations, Treatment Plant, Warehouse, and the Administration Building. They shall be for the use of the Association for the posting of rules and regulations of the Association and notices of interest. All such bulletins, with the exception of meeting notices and announcements of Association elections, shall be approved by the Human Resources Manager or his/her designee in a timely manner before posting.

ARTICLE 3, SECTION 4: USE OF EMAIL

The Association President, Vice President, or Chair may use the District email system for one-way communication to association members to notify them of upcoming meetings and to provide general information subject to the following:

1. The person sending the email shall send a copy ("cc") of each such email to the Chief, Administrative Services; the Human Resources Manager; and the Human Resources Analysts.

2. Use of the District email system by the Association under this section must be in accord with District Policy No. 39, entitled "Disclosure of Information and Use of Computer, Electronic and Voice mail and Internet Policy." Use of the District email system by the Association under this section shall be considered a "personal use" of the District email system under the District Policy No. 39.

3. If the District determines that use by the Association of the District email system under this section interferes with the District, the District will notify the Association and will meet to discuss any necessary amendments to this section.

4. If the District determines that use of the District email system under this section does not comply with District Policy No. 39, the District shall notify the Association and may suspend the use of the system under this section until the District believes that the Association will comply with Policy No. 39.

5. Any communications via the District's email system shall be subject to the California Public Records Act.

6. The District's email system may not be used to distribute political material or to otherwise engage in political advocacy prohibited by state law including, but not limited to, Government Code section 54964.

ARTICLE 3, SECTION 5: ASSOCIATION ACCESS

A. The District shall grant access to a work location to a designated Association Representative or Business Agent for the purpose of conducting a grievance investigation. As used in this section, "Association Business Agent" refers to a person who is not a District employee.

B. Association Representatives and Business Agents shall not interfere with the work operations of the District. An Association Representative or Business Agent desiring access to a work location shall first request entrance from the Human Resources Manager or a designee and inform him/her of the purpose for the visit. The request may be made by telephone, in person, or via email.

C. The Human Resources Manager or designee may deny access to a work location if, in his or her judgment, access at that time would interfere with the operations of the facility or work location. If access is denied, the Association Representative or Business Agent shall be informed when access will be made available.

D. Association Representatives or Business Agents may meet with employees during rest or lunch breaks at District facilities or work locations as may be available. In so doing, however, they shall not create a disturbance for employees not represented by the Association.

ARTICLE 3, SECTION 6: AGENCY SHOP

1. Legislative Authority

   The parties mutually understand and agree that as a result of and in compliance with the State of California's adoption of SB 739, all Field and Administrative employees (regular full-time and regular part-time), employees represented by the Otay Water District Employees' Association, have the right to join or not join the Association. However, the enactment of a local "Agency Shop" requires that as a condition of continuing employment, employees in the respective bargaining unit must either join the Association or pay to the Association a service fee in lieu thereof. Such service fee shall

be established by the Association, and shall not exceed the standard initiation fee, periodic dues and general assessments of the Association.

2. Association Dues/Service Fees

(a) The District's Human Resources Office shall provide all current Field and Administrative employees (regular full-time and regular part-time) and any Field or Administrative employees hired thereafter, with an authorization notice advising them that Agency Shop for the Association has been enacted pursuant to state law and an agreement exists with the Association, and that all employees subject to the Agreement must either join the Association, pay a service fee to the Association, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing a payroll deduction of Association dues, a service fee or a charitable contribution equal to the service fee. Said employees shall have 30 calendar days from the date they receive the form to fully execute it and return it to the District's Payroll Office.

(b) When the form is completed properly authorizing the deduction of Association dues or the service fee, and returned during the stated time period in Paragraph 2(a), the District shall begin the applicable deduction of Association dues or the service fee no later than the beginning of the first pay period commencing after receipt of the authorization form by the Payroll Office. If the form is not completed properly and/or not returned within the stated time period, the District shall begin the deduction of the service fee no later than the beginning of the first pay period commencing after the expiration of the stated time period in Paragraph 2(a). If the authorization form is properly completed claiming the religious exemption and returned during the stated time period, the procedure provided in Paragraph 3(b) shall be followed.

(c) As determined by the District, the employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care and insurance deductions) have priority over Association dues and service fees.

(d) The Association shall advise the District, in writing, of the dues and service fee amounts to be deducted. Any change in the amounts will be submitted to the District, in writing, at least thirty (30) days prior to the effective date of such change.

(e) All deducted dues and service fees shall be remitted to the Association no later than 14 calendar days after deduction. The District shall also provide an

itemized statement detailing each employee's name, amount of deduction, and category of deduction.

3. Religious Exemption

(a) Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall upon presentation of active membership in such religion, body, or sect, not be required to join or financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees or agency shop fees, to pay sums equal to the dues, initiation fees or agency shop fees to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from the following three charitable associations: American Cancer Association, American Heart Association, or United Way.

(b) Written declarations of, or applications for, religious exemption and any supporting documentation must be submitted to the District's Payroll Office. Within 14 calendar days of receipt of any such written request for religious exemption, the District shall forward a copy of it to the Association. After receipt of such a request, the District shall begin a deduction of the charitable contribution no later than the beginning of the first pay period commencing after the receipt of the request by the Payroll Office. The charitable deduction shall be held in escrow pending receipt of the Association's written determination on the request for a religious exemption. Upon approval of the religious exemption by the Association and upon identification of an appropriate charity by the employee, the District shall remit the escrowed amount to the designated charity and thereafter remit the charitable deductions to the designated charity. Upon denial of the religious exemption by the Association, the District shall convert the charitable contribution deduction to a service fee deduction and remit the escrowed amount to the Association as service fees. Charitable contributions shall be made by regular payroll deductions only. Failure of the Association to provide the District, within 30 calendar days of the Association's receipt of a copy of the request, with a written approval or disapproval of a request for religious exemption shall constitute an approval of the religious exemption.

4. Rescission

The agency shop provision in this memorandum of understanding may be rescinded by a majority vote of all the employees in the unit covered by the memorandum of understanding, provided that:

(a) A request for such a vote is supported by a petition containing the signatures of at least 30 percent of the employees in the unit;

(b) The vote is by secret ballot; and

(c) The vote may be taken at any time during the term of the memorandum of understanding, but in no event shall there be more than one rescission vote taken during that term.

If a "rescission vote" is approved by unit members during the term of a current memorandum of understanding, the Association agrees not to petition for or seek Agency Shop status for the duration of the current memorandum of understanding.

5. Records

The Association shall keep an adequate itemized record of its financial transactions and shall make available annually, to the District, and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

6. Indemnification

The Association shall indemnify, defend, and hold the District harmless against any liability arising from any claims, demands, or other action relating to the District's compliance with the agency fee obligation including claims relating to the Associations use of monies collected under these provisions. The District reserves the right to select and direct legal counsel in the case of any challenge to the District's compliance with the agency fee obligation, and the Association agrees to pay any attorney, arbitrator or court fees related thereto.

ARTICLE 4 - WAGES

ARTICLE 4, SECTION 1: WAGES

A. WAGES:

Effective July 1, 2014, the salary schedule and base pay of all represented employees shall be increased by two and one-half percent (2.5%).
Effective July 1, 2015 and July 1, 2016, the salary schedule and base pay of all represented employees shall be increased by the San Diego CPI-U, Less Medical Care, Annual (SDCPI-U), pursuant to the following formula:

- The minimum increase shall be two percent (2%) and the maximum of the increase shall not exceed three percent (3%).
- If the SDCPI-U increase is between two percent (2%) and two-and-a-half percent (2.5%), the increase shall equal the SDCPI-U.
- If the SDCPI-U is between two and six tenths percent (2.6%) and three-and-a-half percent (3.5%), the salary range shall be increased by two-and-

a-half (2.5%) plus one half (1/2) of the amount between two-and six tenths (2.6%) and three-and-a-half percent (3.5%).

B. ADJUSTMENTS: The District may, at its discretion, increase compensation for employees covered by this Memorandum of Understanding. Prior to implementing any increase(s), the District shall notify the Association and, if the Association requests it, discuss the increase with the Association in a non meet-and-confer forum. The decision to grant an increase and the amount thereof may not be grieved under the Grievance Procedure of this Memorandum of Understanding. Nothing in this section shall be construed to require the District to negotiate the decision to grant an increase or the amount thereof.

ARTICLE 4, SECTION 2: PAYROLL PERIOD; PAY DATES

The payroll period extends over fourteen (14) calendar days. Paychecks shall be issued biweekly in payment of wages earned during the preceding payroll period.

ARTICLE 4, SECTION 3: SALARY ADJUSTMENT WITHIN RANGE

This provision applies to eligible employees as provided in this section.

A. Amount of In-Range Adjustment. An annual in-range salary adjustment may be granted in the amount of three percent (3%). If the employee's salary is less than three percent (3%) below the maximum of his/her position on the salary range, the adjustment shall be in an amount sufficient to place the employee at the top of the salary range. However, in no event shall this adjustment result in the employee's salary exceeding the salary range for the employee's classification.

B. Standardized In-Range Adjustment Date. September 1 will be the employee's In-Range Adjustment Date.

C. In-Range Adjustment Date.

1. Newly hired employees or employees who have not completed one year of service:

   a. Newly hired employees or employees who have not completed one year of service prior to September 1 shall be eligible for the first In-Range Adjustment upon completion of one year of service. Thereafter, September 1 will be the employee's In-Range Adjustment Date according to the following chart:

1st In-Range Increase	Month Complete One Year of Service	2nd In-Range Increase	Number of Quarters in the Review Period	Eligible % for 2nd In-Range Increase
Upon completion of one year of service.	July, August, September	Sept 1 of the following calendar year.	4	3%
Upon completion of one year of service.	October, November, December	Sept 1 of the following calendar year.	3	2.25%
Upon completion of one year of service.	January, February, March	Sept 1 of the current calendar year.	2	1.5%
Upon completion of one year of service.	April, May, June	Sept 1 of the current calendar year.	1	.75%

2. Employees who are promoted:

   a. A regular employee who promotes to a new classification shall maintain his/her performance evaluation review date and In-range Adjustment Date.

D. Eligible Employees: Eligible employees are:

Employees whose salary is less than the maximum of the salary schedule for the employee's classification and who have received an overall fully competent or higher evaluation during the most recent annual evaluation or one-year-of-service review immediately preceding his/her In-range Adjustment Date.

ARTICLE 4, SECTION 4: EMPLOYEE RECOGNITION PROGRAMS

Employee recognition programs may be instituted by the District. The purpose of such programs will be to recognize exemplary employees and improve public service through enhanced motivation. The design, establishment, disestablishment, administration, and regulation of all employee recognition programs shall be at the sole discretion of the District, through its General Manager. Such programs as are established and awards given through them may not be grieved under the Grievance Procedure of this Memorandum of Understanding.

ARTICLE 5 - HOURS OF WORK AND PREMIUMS

ARTICLE 5, SECTION 1: HOURS OF WORK

This Section is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day, per week, or of days or of work period. The hours of work of the office or facility and an employee's work schedule shall be established by the District and may be changed at the discretion of the District, as District needs dictate. Reasonable notice shall be given, normally at least ten (10) calendar days prior to the change. However, the District may give less notice when reasonable and/or necessary.

Official District office hours are 8:00 am to 5:00 pm. Work schedules and days off shall be arranged to maintain uninterrupted service to the District's customers.

A. Standard Work Day/Week.

Standard Work Day. The standard work day is eight (8) consecutive hours of work exclusive of a lunch period in a consecutive twenty-four (24) hour day. The standard work day is 12:01 a.m. to 12:00 midnight.

Standard Work Week. The standard work week begins on Monday 12:01 a.m. and ends on Sunday 12:00 midnight and is forty (40) hours of work performed within five (5) standard work days during a work week.

B. Standard Work Periods.

The standard work periods shall be as follows:

1. For Fair Labor Standards Act (FLSA)-covered classes, the standard work period is seven (7) consecutive days and generally consists of two (2) consecutive days of rest in a seven (7) consecutive day period. The work period shall be forty (40) hours, except as provided herein and depending on the position.

2. For FLSA Exempt classes, the standard work period is fourteen (14) consecutive days which may generally consist of four (4) days of rest (two (2) instances of two (2) days of rest each) in a fourteen (14) consecutive day period. This work period shall be eighty (80) hours.

C. Hours of Work: Regular Part-Time Employees. Regular part-time employees are those employees who work in a regular part-time position for at least twenty (20) hours per week, but less than thirty (30) hours per work week and less than sixty (60) hours per work period.

D. Alternative Work Schedules.

1. Required Advance Approval: Alternative Work Schedules are subject to approval by the General Manager's designee. However, Alternative Work Schedules are subject to change as District needs dictate. Reasonable notice shall be given, normally at least ten (10) calendar days prior to the change. However, the District may give less notice when reasonable and/or necessary.

2. Alternative Work Schedules: The District may assign an employee to any of three (3) Alternative Work Schedules:

   a. The Four-Ten (4/10) schedule of four (4) ten (10) hour days of work within a forty (40) hour work week.
   b. The Four/Nine (4/9) schedule of four (4) nine (9) hour days and one (1) four (4) hour day of work within a forty (40) hour work week.

c. The Nine/Eighty (9/80) schedule of eight (8) nine (9) hour days and one (1) eight (8) hour day within two (2) consecutive work weeks.

For purposes of determining overtime under the FLSA for employees on a Nine/Eighty (9/80) schedule, the work week will begin one minute after mid-shift after the employee commences work on the fifth consecutive work day and will end mid-shift one week later, resulting in a work period of 40 hours (i.e., for an employee who works Monday through Friday 8:00 am – 5:00 pm, and has an alternating designated eight (8) hour day on Friday, their first work week will begin on the previous Friday at 12:01 pm and end at 12:00 pm on Friday of the first week of the pay period. Work week two (2) will begin at 12:01 pm on that same Friday and end at 12:00 pm the following Friday).

E. Under conditions requiring round-the-clock staffing to ensure continued water delivery to customers, a schedule may be implemented which consists of three (3) consecutive twelve (12) hour shifts totaling thirty-six (36) hours in a work week. However, employees so assigned shall receive pay at their regular rate of pay for forty (40) hours.

ARTICLE 5, SECTION 2: REST AND LUNCH PERIODS

One (1) paid ten-minute rest break shall be made available to employees for each four (4) hours of service within a single work shift. An unpaid lunch period of at least thirty (30) minutes shall be provided midway in the employee's work day to any employee who works for at least six (6) hours in a work day. Daily rest breaks not taken will be forfeited. Except as provided below, breaks may not be combined with lunch periods, nor may they be moved to the beginning or ending of the work day.

Where the interest of the District is served, the Manager may elect to combine rest and lunch periods in order to expedite the completion of the job, which shall shorten the work day.

ARTICLE 5, SECTION 3: OVERTIME

This section is intended only to provide the basis for the calculation of and payment for overtime and shall not be construed as a guarantee of hours of work per day or per pay period.

A. FLSA. In accordance with the FLSA, regular full-time and regular part-time employees' overtime is authorized or mandated work performed by an employee, which is in excess of the full regularly scheduled work week of forty (40) hours.

Scheduled overtime is separate and distinct from call-back overtime, which is defined in Section 5 as unexpected or unanticipated overtime.

B. Computation of Overtime. Computation for overtime shall be based on the employee's regular rate of pay. The regular rate pay is the employee's base salary plus any applicable differentials or premium rates to which the employee is entitled.

C. Exclusion from Hours Actually Worked. Notwithstanding any other policy, practice, rule, regulation, or Memorandum of Understanding provision to the contrary, any absence for court leave/jury duty, standby time, unauthorized hours of work, or holiday pay on an employee's scheduled Alternative Work Schedule day off, and any unpaid time off, including disciplinary suspensions or leaves of absences, shall not be counted as hours actually worked for purposes of calculating overtime compensation.

In addition, if an employee works one (1) additional hour during the work week to make up for an 8-hour holiday which falls on an employee's alternative nine (9) hour day schedule, or two (2) hours to make up for an 8-hour holiday which falls on an employee's alternative ten (10) hour day schedule, such one (1) or two (2) hours will not be eligible for overtime compensation. The additional hour(s) worked must be made up in the same work week as the holiday.

D. Compensation for Overtime. Compensation is defined as either cash payment or compensatory time off, or a combination of cash payment and compensatory time off, in accordance with the overtime code for the employee's class. Employees shall have their overtime hours computed as follows:

Code "NE" (FLSA covered)	Employees who are covered by FLSA (non-exempt) are eligible for overtime at time and one-half, compensatory time off and for premium compensation for working on holidays.
Code "E" (FLSA exempt)	Employees exempt from FLSA. Exempt employees are not eligible for overtime or compensatory time off and shall be charged vacation or sick leave only if they are absent on leave for a full work day.

ARTICLE 5, SECTION 4: COMPENSATORY TIME OFF

Compensatory time off is paid time off in lieu of cash payment for overtime worked. One hour of overtime work earns one and one-half hours of compensatory time off. Employees will be allowed to accrue compensatory time off when the employee has no accrued vacation and/or sick leave hours due to being newly hired or due to exhausting accruals for legitimate personal leave reasons. For example, family medical leave, pregnancy leave or other legitimate reasons. When an employee is allowed to accumulate compensatory time off, such accrual shall be limited to accumulating a maximum of sixty (60) compensatory time hours. An employee who has accumulated sixty (60) unused hours of compensatory time shall be paid overtime compensation in cash for any additional overtime worked.

Employees will be permitted to use accrued compensatory time off within a reasonable period after providing advanced notice to and upon approval by the District, provided that such usage does not unduly disrupt the District's operations.

Compensatory time earned and used must be recorded on the District time sheet in the spaces provided for "Compensatory Time Earned" and "Compensatory Time Used." Both supervisor and employee are required to certify the accuracy of the compensatory time accrual and use.

Compensatory time off earned may be used in the payroll period following the payroll period within which it was earned.

Compensatory time off balances will be paid in cash to an employee at the time of an employee's termination at the employee's final regular rate of pay.

The decision to pay for overtime worked in cash or compensatory time off shall be at the discretion of the District.

ARTICLE 5, SECTION 5: ASSIGNMENT PREMIUMS

Application of Premium Rates. Premium rates for all assignment premiums are paid only for hours actually worked in the specific assignment and are not applicable to vacation or sick leave buyout or to terminal pay.

A. Shift Pay. Shift pay is for an assigned shift other than the regularly scheduled day shift. Shift pay shall be paid to employees for working ongoing shifts outside the hours of 6:00 a.m. to 6:00 p.m.

    1. Compensation for Shift Pay.
       One dollar and fifty cents ($1.50) per hour in addition to the employee's regular salary.

    2. No shift pay will be paid for hours worked as an extension of a regularly scheduled shift between 6:00 a.m. – 6:00 p.m.

B. Standby Duty.

    1. The District may assign an employee to weekly standby duty on a rotating basis. Employees assigned to standby duty must be able to respond to an emergency call within one hour. Employees assigned to standby duty shall carry assigned equipment, provided by the District, at all times during the standby assignment. The employee shall ensure that the assigned equipment is charged at all times. The District's Drug Free Workplace Policy applies to employees assigned to standby duty. An employee assigned on standby duty who fails, refuses, or is unable to respond to an emergency call is subject to disciplinary action.

2. Employees assigned to standby duty may arrange to be replaced by a substitute, provided he/she receives approval from department supervision before the standby duty is scheduled to begin.

3. Compensation for Standby Assignment: Employees on standby duty shall be paid $2.50 per hour for each hour the employee is on standby duty.

4. Compensation for Work Performed on Standby: An employee on standby, who is called in for emergency work at times other than his/her regular work schedule shall receive a minimum of two (2) hours of pay, and be paid the regular rate of pay.

   a. When responding to an alarm via SCADA or calls from the answering service from home (place of contact), employees receive compensation in the following increments.

      - Up to 15 minutes = 15 minutes of pay
      - 16 – 30 minutes = 30 minutes of pay
      - 31 – 45 minutes = 45 minutes of pay
      - 46 – 60 minutes = 60 minutes of pay

   b. If the employee responds to an alarm or to calls from the answering service from home (place of contact) between midnight and 6:00 a.m. and has at least two (2) hours of cumulative paid time during this time period, the employee will receive five (5) hours of rest time from the completion of the last call.

5. This Standby section shall cease to be effective if the District establishes a second and/or third shift emergency crew.

C. Call Back Duty.

1. Eligibility. Call-back work is work required of an employee who, following completion of the employee's work day and departure from the employee's work site, is ordered to report back to duty to perform necessary work. The District's Drug Free Workplace policy applies to all employees that report to work and it is the employee's responsibility to ensure that they are in compliance with said policy and are otherwise able to safely and effectively perform their required duties when called back to work. If an employee is under the influence of alcohol or a controlled substance when requested to report back to work, he/she is required to decline the call-back duty assignment. An employee who declines call-back duty for that reason will not be subject to disciplinary action, except for the employee on standby duty, who is subject to discipline for declining a call-back due to the standby requirements set forth in Section B, above.

2. Qualifications. To qualify for this call-back provision, an employee must leave the place from which the employee is called and actually report to a

work site. Neither changes in a shift or work schedule shall constitute call-back work.

3. Compensation. An employee who is called back shall receive a minimum of two (2) hours pay, subject to the provisions of Article 5, Section 3, Overtime.

4. Work Performed at Place of Contact. An employee contacted by the department during his/her off duty hours and required to perform services without leaving the place of contact shall receive compensation for such time worked in the same manner such employees receive scheduled overtime compensation. To be eligible for such compensation, employees must be authorized and ordered by the District to perform such services.

5. Multiple Call-Backs. An employee who is contacted while serving a call back and is called to another site for additional duties shall not be compensated for a second or subsequent call back for this assignment. However, if the employee has left the work site, or sites, and is actually returning, or has returned, to his/her original point of contact, and is then called back again outside of the original two (2) hours minimum pay timeframe, the employee shall be compensated for an additional call back.

6. Travel Time. For purposes of computing call-back pay, travel time from the employee's residence (place of contact) to their reporting station and return home shall be included in the minimum call-back pay except that, if the employee is required to remain on duty until the start of their regularly scheduled shift, return travel time to the employee's residence will not be paid. Pay for call-back situations shall be computed as follows: If the combined travel time and work time is less than the minimum call-back time of two (2) hours, the employee shall be paid the minimum two (2) hours of call-back time. If the combined travel time and work time is more than the two (2) hours call-back time, pay shall be the actual total of work time and travel time.

7. Rest Time. Employees that work more than 3 continuous hours of call-back time shall have eight (8) hours of rest time before reporting back to work (subject to the exception discussed below). If the minimum rest time will result in the employee not being able to report to work at their normal start time in the next work period, the employee and supervisor shall mutually coordinate a reasonable return to work time. In that event, the employee will receive pay at the regular rate of pay for the required rest period to the extent it overlaps with the start of the employee's regular scheduled work shift. An employee may request additional rest time, beyond the minimum required, subject to supervisor approval and may choose to either take unpaid time, use vacation, or take compensatory time.

   Notwithstanding the foregoing, if at the District's discretion, an employee is needed to work their regular shift because of lack of skilled personnel prior to them having eight (8) hours of rest time, the employee will be paid at one and

one-half (1-1/2) times his/her regular rate for hours worked in his/her regular shift on that day.

D. Report Time Pay.

Two Hours: An employee who reports for work on his/her regular shift and is then sent home because of lack of work, inclement weather, or natural disaster shall receive two (2) hours pay at his/her regular rate of pay and may supplement the remainder of the day with vacation, compensatory time or unpaid time subject to supervisor approval. If an employee is sent home after working two hours or more, he/she shall be paid only for the hours actually worked at his/her regular rate of pay.

ARTICLE 5, SECTION 6: TEMPORARY ASSIGNMENTS

1. Temporary Assignment Designation.

   a. The General Manager or designee may approve a temporary advancement of a qualified employee assigned to perform duties of a class which is compensated at a rate higher than such employee's class when such position is temporarily vacant or the incumbent is absent therefrom. The assignment must be for at least two (2) weeks, but not over twenty-six (26) weeks. The District, at its discretion, may temporarily modify the duties of the vacant position as District needs dictate.

   b. When either (a) an employee is assigned to perform duties of a higher class, or (b) if the District temporarily modifies the duties of a vacant position, resulting in an employee performing some but not all of the duties that would be regularly performed in such position, the District will pay a premium rate of at least five percent (5%) above the employee's salary in their current position. For employees assigned to perform duties of a higher class, the employee will remain in his/her current class and the premium pay shall be at least the difference between the rate of compensation in his/her current class and that of the minimum salary of the range of the temporarily vacant class, whichever is greater. However, at no time will the temporarily assigned employee be paid a rate higher than the maximum of the range for the temporarily vacant class. Employees on temporary assignments will be compensated from the first day of appointment, provided the assignment is for at least two (2) weeks. The premium rate shall not apply to vacation or sick leave buyouts during the period of the temporary assignment.

   c. At the conclusion of such temporary assignment, the employee's rate shall be returned to his/her rate of pay immediately prior to the temporary assignment, adjusted for any merit increases or across-the-board wage adjustments which may have been made during the temporary assignment.

   d. An employee who is temporarily assigned to the duties of a higher class, and who terminates District service during such assignment, shall be paid

termination benefits at the rate the employee was paid prior to the temporary assignment, adjusted for any wage adjustment(s) which may have been made during the temporary assignment.

ARTICLE 6 - ALLOWANCES FOR WORK-RELATED EXPENSES

ARTICLE 6, SECTION 1: MEAL ALLOWANCE

A. Overtime. The District will provide a meal for an employee who is authorized or ordered to work, and does actually work three (3) hours or more of overtime as an extension of his/her regularly assigned work shift.

ARTICLE 6, SECTION 2: SAFETY SHOE ALLOWANCE

A uniform boot/shoe allowance of up to one hundred and fifty dollars ($150.00) per pair shall be provided for uniformed employees, as determined by the District.

The allowance is provided to reimburse the uniformed employee for an initial purchase and subsequent reimbursement of replacement boots/shoes as needed and approved by the District in accordance with the Procedures and Guidelines as outlined within the District's Uniform Standards.

ARTICLE 6, SECTION 3: SAFETY GLASSES

Prescription Safety Glasses will be provided for employees working in areas where eye protection is required at all times. The prescription safety glasses must meet ANSI Z87 standards. The District will purchase no more than one pair of prescription safety glasses per employee per fiscal year. The District's obligation under this section does not include special tints or other features. The employee is responsible for providing a current prescription before the glasses are ordered.

ARTICLE 7 - EMPLOYEE BENEFITS

ARTICLE 7, SECTION 1: PENSION (RETIREMENT PLAN)

The administration of the Pension Retirement Plan shall conform and be subject to California Public Employees Retirement System (PERS) requirements and the California Public Employees' Retirement Pension Reform Act of 2013 (PEPRA).

Retirement benefits and the Pre-retirement Option 2 Death Benefit are provided to eligible regular employees under PERS.

Definitions:

New Member:

- An individual hired on or after January 1, 2013 who has never been a member of any public employee retirement system prior to January 1, 2013; or
- An individual hired on or after January 1, 2013 who moved between retirement systems without reciprocity; or

- An individual hired on or after January 1, 2013 who moved between retirement systems with more than a six month break in service (unless the individual left Otay Water District and returned to Otay Water District employment).

New Employee:

- An individual employed for the first time by any public employer on or after January 1, 2013; or
- An individual employed for the first time by any public employer on or after January 1, 2013 and who was employed by another public employer prior to that date, but who was not subject to reciprocity.

Current Member:

- An individual hired before January 1, 2013; or
- An individual hired on or after January 1, 2013, who is hired from another public agency that has reciprocity with PERS and that did not have a break in service of more than six (6) months.

A. Retirement Formula

Hired on or after January 1, 2013 (New Members/New Employees):
The basis for computing employee retirement compensation shall be two percent (2%) at age 62 PERS Formula based on the employee's 36 months of highest average annual compensation, subject to the cap set forth in Government Code section 7522.10.

Hired before January 1, 2013 (Current Members):
The basis for computing employee retirement compensation shall be two point seven (2.7) percent at age 55 PERS Supplemental Formula based on the employee's single highest year annual compensation.

B. Employee Contribution.

Hired on or after January 1, 2013 (New Members/New Employees):
The employee shall pay 50% of the normal cost rate for the defined benefit plan, subject to the cap set forth in Government Code section 20516.5.

Hired before January 1, 2013 (Current Members):
The employee shall pay eight (8) percent of their annual pensionable compensation toward their pension.

C. Special Compensation.

1. Holiday pay is reported for employee who work in positions that require scheduled staffing without regard to holidays. If the employee is paid over and above the normal salary when a holiday is worked, the additional pay is reported separately to CalPERS as special compensation. This applies to both current and new members/employees.

2. Uniform Allowance.

   Hired on or after January 1, 2013 (New Members/New Employees):
   Uniform Allowance is not pensionable compensation and not reported to CalPERS as special compensation.

   Hired before January 1, 2013 (Current Members):
   Uniform Allowance is reported for employees required to wear a uniform, although the cost is absorbed by the District. These costs are reported to CalPERS as special compensation. The annual cost of uniforms is divided by the number of participating employees to determine the reportable amount.

ARTICLE 7, SECTION 2: SHORT TERM/LONG TERM DISABILITY INSURANCE

Short-Term/Long-Term Disability Insurance is available to all full-time regular employees on the first of the month following the hire date. The details of the plan are as set forth in a separate booklet furnished to all eligible employees, is referenced only to provide additional information, and is not incorporated into the MOU.

A. Premium. The premium is based on the employee's salary and is paid by the District.

ARTICLE 7, SECTION 3: GROUP MEDICAL AND DENTAL INSURANCE: ACTIVE EMPLOYEES

A. Active Employees' Medical and Dental Insurance Eligibility. Regular full-time employees and their eligible dependents are eligible for coverage under the District-selected medical and dental insurance plans, which includes a Flexible Benefits Plan, effective the first of the month following date of hire and upon proper application, acceptance, and continuous service. Regular part-time employees and their eligible dependents are eligible for coverage effective the first of the month following date of hire and upon proper application, acceptance, and continuous service, except that the District's contribution is limited to one-half (1/2) of the District's contribution as provided below. The medical and dental plan details are set forth in a separate booklet furnished to eligible employees, is referenced only to provide additional information, and is not incorporated into the MOU.

B. Health Insurance Coverage.

   1. Dental Coverage. All eligible employees are required to enroll in the dental insurance plan for the employee only.

   2. Medical Coverage. All eligible employees must select from the following two (2) options:

      Option 1: Waive Coverage
      You may elect to waive coverage if you are covered by another group health insurance plan, subject to plan provisions or District approval. You will be required to provide proof of medical insurance coverage.

Option 2: Medical Insurance
You may elect to enroll in the District-selected medical plan in accordance with the eligibility and enrollment guidelines. Married District employees are required to enroll on the same medical plan as a family.

C. District/Employee Contribution.

The formula for District and employee medical and dental insurance contributions shall be:

100% of the premium paid by the District for employees
88% of the District-selected premium paid by the District for dependents;
12% paid by the employee

D. Reservation of Rights.

The coverage and benefits provided by this section shall only be valid for the term of this MOU and are not guaranteed beyond that. Moreover, subject to state law governing the duty to meet and confer, the District expressly reserves the right to amend or modify the District-selected insurance plans at any time and employees acknowledge that they are not entitled to any specific type of plan or coverage. The District's decision to change or end the current plan may be due to, but are not limited to, changes in federal or state laws or regulations governing medical or dental insurance benefits, the provisions of a contract or policy involving an insurance company, cost or coverage changes, or any other reason.

ARTICLE 7, SECTION 4: GROUP HEALTH AND DENTAL INSURANCE: RETIRED EMPLOYEES

A. Retiree Health Insurance Guaranteed. The provision of health insurance and access to medical and dental insurance for employees retiring who held full-time status during their employment and their eligible dependents (as set forth below) are guaranteed for the life of the retiree and spouse. However, the District reserves the right to make changes related to the overall administration of the plan (e.g., changing health care providers) that do not have a major impact on the overall plan structure. The medical plan details are set forth in a separate booklet furnished to eligible employees, is referenced only to provide additional information, and is not incorporated into the MOU.

B. Hired on or after January 1, 2013 (New Members/New Employees):
The employee shall pay the difference between 8.75% of annual pensionable compensation and 50% of the normal cost rate for the defined benefit plan to the District to offset the District's costs for post-retirement health benefits set forth in this section. Such payments to and contributions by the District shall be subject to and comply with the requirements for the District's Prefunding Plan under the California Employer's Retiree Benefit Trust Program (the Trust).

Hired before January 1, 2013 (Current Members):
The employee shall contribute three quarters of one percent (0.75%) of annual pensionable compensation to the District to offset the District's costs for post-retirement health benefits set forth in this section. Such payments to and contributions by the District shall be subject to and comply with the requirements for the Trust.

C. Eligibility. Retirement through the District's Pension Retirement Plan (currently CalPERS) is required to be eligible to receive Retiree Health Insurance in addition to any other provisions set forth herein. Additionally, Medicare-eligible retirees and retiree's spouse are required to sign up for Medicare Parts A and B at the retiree's and/or spouse's expense, if eligible, to be eligible for District retiree health coverage.

D. Eligible Dependents. Eligible dependents include those dependents who were covered by the District's health insurance on the date the employee ceased active service with the District. Dependents acquired after the employee retires are not eligible for coverage. If the retiree dies, or an active employee dies, and such employee was eligible to be covered by health insurance as a retiree on the date of death, then such employee's dependent(s) will be eligible for District-paid continuation of health insurance coverage at 88% for the life of the retiree's spouse. If there are dependent children eligible for coverage, such unmarried children are eligible for District-paid continuation of health insurance coverage at 88% up to age 19. Plan requirements shall be set forth in a separate booklet furnished to all eligible retirees, is referenced only to provide additional information and is not incorporated into the MOU. Dependent children may be allowed to remain on the plan at the retiree's own expense beyond age 19 as required by law.

E. Health and Dental Insurance Premium Contributions. District contributions towards health and dental insurance premiums for retired employees who held full-time status during their employment, shall be as follows; and medical and dental plan requirements shall be as set forth in separate booklets furnished to all eligible retirees, are referenced only to provide additional information, and are not incorporated into the MOU:

I. REGULAR RETIREMENT

1. Qualifications for represented employee coverage are:
   The employee has attained age 55; and
   The employee has completed twenty (20) years of continuous full-time service from latest date of hire.

2. District/retiree contribution:
   District and retiree health and dental insurance contributions shall be based on the following formula:

Employee Only:	100% of the premium paid by the District.
Employee+1:	88% of the District-selected premium paid by the District; 12% paid by the employee.
Employee+2 or more:	88% of the District-selected premium paid by the District; 12% paid by the employee.

This shall be a fixed percentage and shall not change after the employee retires.

II. EARLY RETIREMENT

1. Early Retirement Due to Employee Disability.

   An employee may retire between the ages of 50 and 54, if (1) the employee is disabled and unable to work the usual duties of the employee's position on a permanent basis or long-term basis (subject to District approval), (2) has a minimum of ten (10) years of continuous full-time District service from latest date of hire, and (3) also takes an early retirement through the District's retirement pension plan (CalPERS). The District will make the final determination of disability eligibility. The District has sole discretion to determine whether the employee is disabled to qualify for this benefit and to adopt policies, regulations, and/or guidelines to aid in this determination. The Association waives for the life of this agreement its right to negotiate the District's ability to determine who is disabled and to determine the policies, regulations and/or guidelines.

2. Early Retirement Due to Employee Hardship.

   An employee may retire between the ages of 50 and 54, if (1) the employee experiences a severe hardship (subject to District approval), (2) has a minimum of twenty (20) years of continuous full-time District service from latest date of hire, and (3) also takes an early retirement through the District's retirement pension plan (currently CalPERS). A severe hardship may include a spouse who suffers from a serious and prolonged illness or disability where the employee is required to care for the spouse or other similar extraordinary circumstances. The District will make the final determination of hardship eligibility. The District has sole discretion to determine whether the employee has a qualified hardship to be eligible for this benefit and to adopt policies, regulations, and/or guidelines to aid in this determination. The Association waives for the life of this agreement its right to negotiate the District's ability to determine who qualifies for this benefit and to determine the policies, regulations and/or guidelines.

3. Benefit Level.

   If an employee is permanently disabled or has a severe hardship as defined above, the employee may be eligible for retiree health benefits provided they are an active employee who has attained age 50 and has years of continuous service as defined above. The

employee and eligible dependents would receive a reduced contribution level toward the District's current retiree medical and dental benefit plan as follows:

Early Retirement Due to Disability or Hardship	
Age at Time of Retirement	**District Fixed Percentage Contribution Level**
50	**70%**
51	**76%**
52	**82%**
53	**88%**
54	**94%**

If disability retirement or hardship is approved by the District, the percentage of the retiree's health benefit premium to be paid by the District will be determined based on the retiree's age at the time the retirement becomes effective, as demonstrated in the above table. The District's fixed percentage contribution will not increase over time. The same fixed percentage will be applied to calculate the District's portion for any qualified dependent(s).

ARTICLE 7, SECTION 5: LIFE INSURANCE: ACTIVE EMPLOYEES

Group Term Life Insurance is provided to regular full-time and regular part-time employees and their eligible dependents. The details of the plan are as set forth in a separate booklet furnished to all eligible employees, is referenced only to provide additional information, and is not incorporated into the MOU.

A. Premiums. The premium is based on the employee's coverage and is paid by the District. In addition, an employee may elect to cover him/herself and eligible dependents for voluntary term life insurance. The full cost of this voluntary term life insurance is paid by the employee through payroll deduction. The details of the plan are as set forth in a separate booklet furnished to all eligible employees.

B. Reservation of Rights. The coverage and benfits provided by this section shall only be valid for the term of this MOU and are not guaranteed beyond that. Morever, subject to state law governing the duty to meet and confer, the District expressly reserves the right to amend or modify the District-selected Group Term Life Insurance plan at any time and employees acknowledge that they are not entitled to any specific type of plan or coverage. The District's decision to change or end the current plan may be due to, but are not limited to, changes in federal or state laws or regulations governing life insurance benefits, the provisions of a contract or policy involving an insurance company, cost or coverage changes, or any other reason.

ARTICLE 7, SECTION 6: DEATH BENEFIT

In the event of an employee's death, any unpaid wages, accrued unused vacation, accrued unused sick leave, accrued/unused birthday holiday, and/or accrued unused compensatory time shall be paid to the

beneficiary designated in the Group Term Life Insurance Beneficiary form filed in Human Resources or as otherwise required by law.

ARTICLE 8 - PAID LEAVES

ARTICLE 8, SECTION 1: HOLIDAYS AND HOLIDAY COMPENSATION

The District recognizes the following fourteen (14) holidays:

1. New Year's Day
2. Dr. Martin Luther King Jr's. Birthday
3. Presidents Day
4. Cesar Chavez Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. Friday following Thanksgiving Day
11. Christmas Day
12. Two Floating Holidays (see subsection "A" below)
13. Employee's Birthday (see subsection "B" below)

A. Floating Holiday. Two (2) floating holidays shall be granted to employees to use in conjunction with other holidays. To establish the date of this holiday, on or before October first (1st) of each year the Association shall notify the District of their preference for scheduling it. The District will then, at its discretion, schedule the holiday on the date requested by the Association, if consistent with and not detrimental to the District's operations.

B. Employee's Birthday. The employee's birthday holiday may be used on the date of the employee's birthday, or, with advance approval, at any time after his/her birthday (subject to the time limitations below). Employees will not be paid for unused birthday holidays. An employee must notify his/her supervisor when he/she would like to take his/her birthday holiday. This holiday is to be used within twelve (12) calendar months from the date it is granted.

C. Saturday and Sunday Holidays. Holidays falling on Saturday will be observed on the preceding Friday and holidays falling on Sunday will be observed on the following Monday, which days shall be considered as the designated holiday.

D. Eligibility for Holidays. In no event shall the employee receive holiday pay unless he/she is on the payroll the day the holiday occurs and has worked or has paid service on his/her full, regularly-scheduled shift the full day before and the full day after the holiday.

E. Compensation for Holidays.

1. Eligible full-time employees shall receive eight (8) hours pay for holidays, and eligible regular part-time employees shall receive four (4) hours pay for holidays, regardless of the day of the week on which the holiday falls, and regardless of whether it was worked or not.

While on Personal Leave, FMLA, CFRA Leave, or Pregnancy Disability Leave (PDL), an employee will not be entitled to holiday pay.

2. Compensation for Working on a Holiday: In addition to subsection E (1) above, an FLSA non-exempt employee who works on a holiday shall be compensated at time and one-half the employee's regular hourly rate for all hours worked on that holiday.

3. Weekend Holidays: An employee who works on Christmas Day, New Year's Day, and/or Independence Day when these three holidays fall on a weekend shall be compensated at time and one-half the employee's regular rate of pay either on the Monday or Friday upon which the holiday is observed or on the actual day of the holiday, whichever day coincides with the day the employee works.

ARTICLE 8, SECTION 2: VACATION

A. Eligibility. Vacation is paid time off earned by eligible regular full-time employees. Regular part-time employees shall earn fifty percent (50%) of the vacation credits earned by full-time employees.

An employee's vacation credits earned become available for use as it is accumulated on a daily basis for actual hours paid in the payroll period and may be used beginning in the payroll period following the payroll period within which it was earned.

B. Earnings. Eligible employees earn vacation credit as follows:

Years of Continuous Service with the District	Hour/Day Equivalent for Full-Time Employees Over One Year (26 Biweekly Pay Periods)
Up to Five Years	96 hours /12 Days
Six Years	104 hours/13 Days
Seven Years	112 hours/14 Days
Eight Years	120 hours/15 Days
Nine Years	128 hours/16 Days
Ten Years	136 hours/17 Days
Eleven Years	144 hours/18 Days
Twelve Years	152 hours/19 Days
Thirteen Years	160 hours/20 Days
Fourteen Years	168 hours/21 Days
Fifteen Years	176 hours/22 Days
Twenty Years	184 hours/23 Days

Vacation credit continues to accrue when an employee is on paid vacation or sick leave.

C. Maximum Balance. The maximum amount of vacation an eligible employee may accumulate is four (4) times his/her annual rate of accrual. Employees of the District as of July 1, 1993 shall have his/her existing vacation credits set aside or "banked" and the employee will have the ability to use or cash-in these credits in accordance with the District Vacation Policy.

D. Cash-In of Vacation Credits. An employee may request to cash-in portions of unused vacation under the following conditions:

1. Annually in December of each year an employee may elect one irrevocable request for pay in lieu of vacation hours in the next calendar year. A request may not exceed the employee's accrued vacation at the time payment is made. The employee must select the month in which to receive the pay-out.
2. The employee must maintain at least an eighty (80) hour balance after the cash-in occurs and agrees to take a minimum of forty (40) consecutive hours of leave (this can include a combination of vacation, sick leave, holiday hours, compensatory time, and/or flex schedule when used consecutively) in that same calendar year. In the event an approved vacation is canceled by the District, the forty (40) concecutive hour requirement is waived.
3. The request is irrevocable and shall state the number of hours to be paid in lieu of vacation.
4. Request will be paid on the pay date of the first pay period of the month for which the pay-out is requested. The pay-out will be at the employee's regular base rate of pay at the time of the pay-out.
5. In cases where an employee has an unforeseeable emergency, a request shall be submitted to Human Resources. The General Manager or designee may approve modifying an employee's request for pay in lieu of vacation hours or approve a request if an election was not made for thast calendar year to be reimbursed for any or all of the required eighty (80) hour balance and may waive the requirement that the employee take a minimum of forty (40) consecutive hours of leave. An unforeseeable emergency means a severe financial hardship resulting from: (a) sudden and unexpected illness or accident of the employee or his/her dependent, (b) loss of employee's property due to casualty, or (c) other similar extraordinary significant event.

E. Granting Requests. Vacations will, so far as practicable, be granted at the time requested by the employee provided the employee has enough hours to cover the request. However, the District may schedule and approve or deny vacations at its discretion to assure orderly operation of the District.

F. Use of Vacation Leave in Lieu of Sick Leave. If employee has used all available sick leave, vacation credits may also be used by an employee for sick leave with prior approval by the District.

G. Terminal Payment of Vacation. An employee, at the time he/she terminates employment with the District, shall be paid for any unused vacation credits at the employee's rate of pay at the time of leaving employment. Employees shall not be allowed to take vacation to extend their date of termination.

Notwithstanding any other provision in this Article 8, Section 2(G), for employees designated as Employees' Field Unit and Administrative Employees' Unit, an eligible employee (as defined in the last sentence) who is a participant in the Otay Water District Terminal Pay Plan on the date of his or her separation from District service, shall not be paid the monetary value of all available vacation credit as provided in Article 8, Section 2(G) above but, in lieu of such payment, the District shall make a monetary contribution in the amount of the monetary value of the vacation credit, up to the lower of the amount due or the amount allowed by law, towards the benefits provided for under the District's Terminal Pay Plan, if any, as provided therein. An eligible employee is a regular employee who is age 55 or older at the time of his/her termination of employment or who terminates employment because of his/her death.

H. Returning Employees. If an employee terminates from his/her position at the District and then returns to District employment within thirty-six (36) months, the employee will accrue vacation on the schedule based on his/her years of service at the time he/she left the District.

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ARTICLE 8, SECTION 3: SICK LEAVE

A. Eligibility. Sick leave is paid time off for use as described herein, earned by eligible regular full-time employees. Regular part-time employees shall earn fifty percent (50%) of the sick leave credits earned by full-time employees.

An employee's sick leave credits earned become available for use as they are – accumulated on a daily basis for actual hours paid in the payroll period and may be used in the payroll period following the payroll period within which it was earned.

B. Earnings. Eligible employees earn sick leave credit as follows:

Years of Continuous Service with the District	Hour/Day Equivalent for Full-Time Employees Over One Year (26 Biweekly Pay Periods)
Up to Five Years	64 Hours/8 Days
Over Five Years but less than Ten Years	80 Hours/10 Days
Ten Years	120 Hours/15 Days

Sick Leave credits will continue to accrue when an employee is on paid vacation or sick leave.

C. Allowable Use of Sick Leave. Sick leave shall be allowed and used for personal illness, injury, medical appointments, and medical consultations and/or treatment, including hospitalization. Sick leave may also be used to care for the illness, injury, medical appointments, medical consultations and/or medical treatment of family members. Within a calendar year, an employee may use an amount of sick leave, equal to or less than that which he/she accrues in six months (i.e. one-half of his/her annual sick allotment) for family members.

D. Use of Sick Leave in Lieu of Vacation Leave. If an employee has used all available vacation leave sick leave may, with advance notice and prior approval by the District, be used as vacation.

E. Definition of Family Member. Family members for the use of sick leave are defined as:
- Child of the employee. "Child" is defined as a biological, foster or adopted child, stepchild, legal ward, or a child of an employee or his/her spouse/registered domestic partner (as defined in California Family Code §297) who is acting in *loco parentis*;
- The employee's spouse or registered domestic partner;
- Parents of the employee or the employee's spouse/registered domestic partner.

F. Verification of the Proper Use of Sick Leave. The District may require verification of the proper use of sick leave at any time. If the use of sick leave for illness or injury exceeds five (5) consecutive days, the employee shall provide the District with a medical doctor's written verification of the illness or injury. The doctor's written verification must include a statement indicating that the employee is unable to work and whether there are any work restrictions.

G. Maximum Balance. The maximum sick leave balance for eligible employees shall be six hundred (600) hours of sick leave credits. Employees of the District as of July 1, 1993 shall have his/her existing sick leave credits set aside or "banked" and the employee will have the ability to use or cash-in these credits in accordance with the District Sick Leave Policy.

H. Cash-In of Sick Leave Credits. An employee may request to cash-in portions of unused sick leave under the following conditions:

1. Annually in December of each year an employee may elect up to one irrevocable request for pay in lieu of sick leave in the next calendar year. A request may not exceed the employee's accrued sick leave at the time payment is made. The employee must select the month in which to receive the pay-out.
2. The employee must maintain at least an eighty (80) hour balance after the cash-in occurs and agrees to take a minimum of forty (40) consecutive hours of leave (this can include a combination of vacation, sick leave, holiday hours, compensatory time, and/or flex schedule when used consecutively) in that same calendar year. In the event an approved leave is canceled by the District, the forty (40) consecutive hour requirement is waived.
3. The request is irrevocable and shall state the number of hours to be paid in lieu of sick leave.
4. Request will be paid on the pay date of the first pay period of the month for which the pay-out is requested. The pay-out will be at the employee's regular base rate of pay at the time of the pay-out.
5. In cases where an employee has an unforeseeable emergency, a request shall be submitted to Human Resources. The General Manager or designee may approve modifying an employee's request for pay in lieu of sick leave or approve a request if an election was not made for that calendar year to be reimbursed for any or all of the required eighty (80) hour balance. An unforeseeable emergency means a severe financial hardship resulting from: (a) sudden and unexpected illness or accident of the employee or his/her dependent, (b) loss of employee's property due to casualty, or (c) other similar extraordinary signficant event.

I. Terminal Payment of Sick Leave. An employee, at the time he/she terminates employment with the District, shall be paid for any unused sick leave credits at the employee's rate of pay at the time of leaving employment. Employees shall not be allowed to take sick leave to extend their date of termination.

Notwithstanding any other provision in this Article 8, Section 3(I), an eligible employee (as defined in the last sentence) who is a participant in the Otay Water District Terminal Pay Plan on the date of his or her separation from District service, shall not be paid the monetary value of all available sick leave balance otherwise payable under this Article 8, Section 3(I) but, in lieu of such payment, the District shall make a monetary contribution in the amount of the monetary value of the sick credit, up to the lower of the amount due or the amount allowed by law, towards the benefits provided for under the District's Terminal Pay Plan, if any, as provided therein. An eligible employee is a regular employee who is age 55 or older at the time of his/her termination of employment or who terminates employment because of his/her death.

J. Returning Employees. If an employee terminates from his/her position at the District and then returns to District employment within thirty-six (36) months, the employee will accrue sick leave on the schedule based on his/her years of service at the time he/she left the District.

ARTICLE 8, SECTION 4: JURY DUTY (COURT LEAVE)

A. Definition. Jury duty (court leave) is paid leave granted by the District to an eligible employee to enable that employee to fulfill his/her duty as a citizen to serve as a juror, or as a prospective juror,

or to serve as a witness in a court action to which the employee is not a party, before a Federal, Superior or Justice Court located within San Diego County.

B. Eligibility. An employee who has received an order from a court is eligible for court leave. Court leave is not granted when the employee is paid an expert witness fee or when attendance is part of the employee's official District duties. The employee must notify his/her supervisor immediately of any notice he/she receives to report for jury duty. The District may direct the employee to reschedule to ensure orderly operation of the District. The employee shall furnish the District with a statement, letter or timecard from a court official certifying the employee's service as a juror or prospective juror.

C. Court Leave Shall be Limited to and Subject to the Following:

1. Required attendance before Federal, Superior and Justice Courts located within the County of San Diego. Immediately after the employee is dismissed from jury service the employee must report to their supervisor. Employees will be provided reasonable travel time depending on location of jury service and mode of transportation taken. If there would be two (2) or more hours left in the work shift by the time the employee would be able to report to work, the employee shall either report to work or request to use vacation or comp time off for the remainder of the day, with supervisor approval. If there are less than two (2) hours left in the work shift, employee can go home and report to the next regular shift.

2. Jury service on a regular workday. Payment shall not be made for jury duty performed on an employee's regular day off. Similarly, payment for jury service on Saturdays or Sundays shall not be made unless those are regularly scheduled workdays for the employee and the employee was required to report to jury duty or for hours in excess of the employee's regularly scheduled workday, work week or work period. Refer to the Alternative Work Schedule procedure for additional guidelines.

3. Attendance that is required as a result of a notice to appear from the Jury Commissioner. If an employee volunteers to serve on jury duty even though the local rule of the court does not require it, the District will not pay the employee's salary for the period of such service. However, with advance District approval, the employee may use accrued vacation, sick leave, or comp time to compensate him/her for the hours missed while on voluntary jury duty. No unpaid leave shall be granted for voluntary jury duty without prior approval of the employee's supervisor.

ARTICLE 8, SECTION 5: BEREAVEMENT LEAVE

A. Definition. Bereavement leave is paid leave granted by the District which is available to an employee at the time of death or funeral of a member of the employee's immediate family as defined below.

B. Eligibility. Regular employees are eligible for bereavement leave. Employees on a leave of absence status are not eligible.

C. Amount of Leave. Bereavement leave shall not exceed three (3) regularly scheduled work days for the death and funeral of a member of the employee's immediate family. However, an employee

shall be entitled to use two (2) days of sick leave, vacation, or compensatory time (if available) to supplment their bereavement leave. Regular part-time employees shall be eligible for fifty percent (50%) of the amount of leave granted to full-time employees.

D. Immediate Family. For purposes of bereavement leave only, immediate family is defined as:

Spouse, registered domestic partner (as defined in California Family Code §297), parent, stepparent, parent of current spouse or registered domestic partner, child, stepchild, grandchild, grandparent, brother, or sister.

E. Verification of Proper Use of Bereavement Leave. If requested by the District, application for paid bereavement leave must be supported by satisfactory evidence of death and family relationship.

ARTICLE 8, SECTION 6: SCHOOL ACTIVITIES LEAVE

A. Definition. School Activities Leave is the allowable use of the employee's existing leave credits to attend school activities.

B. Eligibility. A regular employee who is a parent, guardian, or grandparent with custody of a child attending a licensed child day care facility or kindergarten, or enrolled in grade school through grade twelve, is eligible for School Activities Leave.

C. Amount of Leave. An employee may use as School Activities Leave, up to forty (40) hours of his/her existing vacation, sick leave, or compensatory time balance per calendar year, but not more than eight (8) hours in any one (1) calendar month regardless of the number of children the employee may have. If the employee does not have sufficient paid leave available, he or she shall be allowed to take unpaid personal leave.

D. Required Advance Notice. Employees are required to give reasonable advance notice of their desire to take School Activities Leave, and in no event shall notice be less than forty-eight (48) hours advance notice without approval by the District. The District may require that the employee provide documentation verifying participation in school activities on a particular date and time.

E. If both parents of a child are District employees, only the parent who first gives notice shall be automatically allowed to take School Activities Leave; however, the other parent may also be allowed to take such leave simultaneously upon approval by the District for the requested time off.

ARTICLE 8, SECTION 7: MILITARY LEAVE

The administration of Military leave shall conform to both state and federal laws including, but not limited to, the requirements of the California Military & Veterans Code and the federal Uniformed Servides Employment and Reemployment Rights Act of 1994 (USERRA).

A. Definition and Eligibility. Military Leave (both Active and Temporary) is granted to an employee who is or becomes a member of the armed forces, militia, National Guard or Naval Militia, or the organized reserves of any of the same. Such employee shall be entitled to the applicable leaves of absence and employment and reemployment rights and privileges provided by the Military & Veterans Code of the State of California and the USERRA.

B. Required Advance Notice. The employee must provide reasonable advance notice of the need for Military Leave and must provide the District with a copy of all military orders.

C. Compensation of Temporary Military Leave. The length of Temporary Military Leave (for training, as opposed to active duty) shall be as provided and in accordance with California Military & Veterans Code requirements including, but not limited to, section 395. Compensation for Temporary Military Leave shall be provided for up to a two (2) week period in any one (1) calendar year, as follows: the District will pay the difference between the employee's District salary and compensation he/she receives from the government for military services rendered. The employee will receive pay from the District at such time he/she submits a statement to the Payroll Department verifying compensation received from the government.

D. Compensation for Active Military Leave. Employees eligible under California Military & Veterans Code sections 395.01, 395.02, or 395.05 shall receive their salary or compensation as a public employee for the first thirty (30) calendar days of any eligible absences, subject to the restrictions set forth in the applicable statute. For employees ineligible under the aforementioned statutes and for eligible employees beyond the thirty (30) day period, the District will pay the difference between the employee's District salary and compensation he/she receives from the government for military services rendered. The employee will receive pay from the District at such time he/she submits a statement to the Payroll Department verifying compensation received from the government.

ARTICLE 8, SECTION 8: FAILURE TO RETURN FROM LEAVE

Except as otherwise provided by law including, but not limited to, federal and state provisions related to return from Military Leave, failure by an employee to return to duty within two (2) days of the date he/she is scheduled to return from any type of leave shall be considered an automatic resignation and the employee shall be notified of his/her automatic resignation from District employment. The District will consider evidence of extenuating circumstances if it is submitted by the employee to the District within ten (10) calendar days of the postmark of the District notice.

ARTICLE 9 - UNPAID LEAVES

ARTICLE 9, SECTION 1: FAMILY MEDICAL LEAVE, PREGNANCY DISABILITY LEAVE AND KIN CARE

The administration of Family Medical Leave shall conform to the requirements of applicable state and federal family leave acts including, but not limited to, the Family and Medical Leave Act of 1993 and the California Fmily Rights Act, as set forth in the District's Family Medical Leave, Pregnancy Disability Leave, and Kin Care Leave Policy.

ARTICLE 9, SECTION 2: NON-WORK-RELATED MEDICAL LEAVE

A. Eligibility and Length of Leave. An employee who has twelve (12) months of service, which service need not be consecutive, and has worked at least 1,250 hours during the twelve (12) months immediately prior to the leave, shall be eligible to request Non-Work-Related Employee Medical

Leave for up to six (6) months under the same conditions as applies to Article 9, Section 1, Family Medical Leave.

B. Reinstatement.

1. Within Twelve Weeks. The District shall reinstate the employee who returns within twelve (12) weeks of commencement of leave to his/her former position or to an equivalent position as determined by the District, with equivalent pay, benefits, status and authority.

2. After Twelve Weeks. For an employee who returns after twelve (12) weeks from commencement of leave, the District may return the employee to his/her former position, unless the position is no longer available. In the event the District at its discretion, eliminates the position or fills it while the employee is on leave, the District shall notify the employee on leave in writing at least two (2) weeks prior to eliminating or posting the position.

ARTICLE 9, SECTION 3: WORK-RELATED DISABILITY LEAVE

A. Definition. Work-Related Disability Leave is unpaid leave provided to an employee on Workers' Compensation Temporary Disability Benefits for a period of up to six (6) months per injury for the purpose of recovering from, and receiving treatment for, a work-related disability.

Work-related Disability Leave shall run concurrently with Family Medical Leave if the purpose for the leave qualifies under the Family and Medical Leave Act and/or the California Family Rights Act. An employee is eligible for only one six-month period of leave for any one injury or illness.

The provisions of this section are not intended to conflict with and are subject to applicable state and federal disability-related regulations and procedures including, but not limited to, the Americans with Disabilities Act and the Fair Employment and Housing Act.

B. Maintenance of Benefits During Work-Related Disability Leave. During Work-Related Disability Leave, the District shall maintain the following benefits for the employee and the employee's eligible dependents under the same conditions as coverage would have been provided if the employee had been continuously employed:

- Medical Insurance,
- Dental Insurance,
- Life and AD&D Insurance, and
- Long-Term Disability (LTD) Insurance.

If the employee elects to continue the optional life insurance and/or the flexible benefits program, the employee shall be required to pay the premiums by payroll deduction or direct payment to the District. At the beginning of the leave period, the employee will be given written notice of the amounts and option of either payroll deduction or direct payments. Such employee contribution amounts are subject to any changes in rates that occur while the employee is on leave.

While on Work-Related Disability Leave, an employee shall earn sick leave and vacation credit and will be entitled to pay for holidays.

Further, while on Work-Related Disability Leave, the employee's in-range date will be extended by the number of days following the first sixty (60) calendar days of leave taken.

C. Reinstatement.

1. Return Prior to Six Months. At the conclusion of a Work-Related Disability Leave that has not exceeded six (6) months in duration, and provided that the employee's attending physician verifies that he/she is fully able to resume all of the duties and responsibilities of the position, and if such position exists, an employee shall be returned to the duties of the position within the classification to which he/she was assigned prior to the leave.

2. Status of Leave at Six Months. If, at the conclusion of six (6) months from the first day of injury or illness, the employee remains unable to return and resume the duties and responsibilities of his/her position, the District may consider his/her position vacated and take the necessary steps to fill it. The employee may request Personal Leave. The District may then place the employee on a Personal Leave of Absence not to exceed six (6) months. In the event the District in its discretion, eliminates the position or fills it while the employee is on leave, the District shall notify the employee in writing at least two (2) weeks prior to eliminating or posting the position.

ARTICLE 9, SECTION 4: PERSONAL LEAVE

A. Eligibility. An employee who has exhausted all other available District leave or a new hire who is not yet eligible for District leaveshall be eligible to request unpaid Personal Leave of up to six (6) months.

B. Requests. The District may grant Personal Leave for emergency or other necessary conditions, and such requests shall be subject to review to determine if the leave serves the best interest of the District, subject to the following conditions:

1. During the leave, the employee and his/her eligible dependent(s), may continue group medical and dental coverage for a limited period of time at his/her own expense in accordance with Consolidated Omnibus Budget Reconciliation Act (COBRA) guidelines.

2. Sick leave and vacation credits will not accrue during Personal Leave.

3. The employee's in-range date will be extended by the number of days following the first sixty (60) calendar days of leave taken.

4. Upon return from leave, the District may return the employee to his/her former position, unless the position is no longer available. In the event the District, at its discretion, eliminates the position or fills it while the employee is on Personal Leave, the District shall notify the employee in writing at least two (2) weeks prior to eliminating or posting the position.

ARTICLE 9, SECTION 5: FAILURE TO RETURN FROM LEAVE

Except as otherwise provided by law including, but not limited to, federal and state provisions related to return from Military Leave, failure by an employee to return to duty within two (2) days of the date

he/she is scheduled to return from any type of leave shall be considered an automatic resignation and the employee shall be notified of his/her automatic resignation from District employment. The District will consider evidence of extenuating circumstances if it is submitted by the employee to the District within ten (10) calendar days of the postmark of the District notice.

ARTICLE 10 - WORKPLACE SAFETY

A. Commitment to Safety. The District will continue to provide for the workplace safety and health of its employees and to maintain an effective Safety and Loss Control Program. It is the responsibility of all employees to follow all safety practices, rules, and regulations and report all injuries to their supervisor.

B. Safety Committee. The District may convene an Employee Safety Committee to review and discuss safety features, methodologies, and equipment.

C. Reporting Safety Concerns. It is the obligation of all employees to immediately report any condition that he/she believes to be unsafe. The District will conduct a prompt investigation and correct any unsafe conditions found to exist.

ARTICLE 11 - PERSONNEL PRACTICES

ARTICLE 11, SECTION 1: PERSONNEL FILES

An employee may inspect and request copies of his/her personnel file with the exception of references and all materials obtained from other employers and agencies before he/she was hired. An employee shall make a request to inspect or receive a copy of his/her file at least forty-eight (48) hours in advance of such inspection. In order to preserve the integrity of personnel files, the District may require inspections to be made in the presence of the Human Resources Manager or his/her designee. The District shall keep documents regarding the processing of a grievance separate from the employee's personnel file, except that the District may place in the personnel file any document that would normally be a part of the file that relate to change in pay, etc. in the absence of a grievance.

ARTICLE 11, SECTION 2: LAYOFF PROCEDURE

The General Manager may lay off, in accordance with law, any employee because of lack of appropriate funds, curtailment or lack of work, or other reasons at his or her discretion. An employee terminated because of the elimination of the employee's position or a reduction in the workforce (layoff) shall receive ten (10) working days notice or ten (10) days' pay. The District shall determine whether the employee shall receive notice or pay. The District shall also provide the Association with twenty (20) working days notice prior to the layoff to allow the Association to meet and confer over the impact of the layoff.

The layoff process shall be administered in accordance with the following:

1. Order of Layoff. Except for employees who volunteer to be laid off, layoff shall be by classification within each department. The District may layoff a volunteer for layoff at any point. Within each classification, employees will be selected for layoff based on seniority, as defined below, with the lowest seniority ratings being laid off first. In cases where the District

determines that seniority is equal between two or more employees, performance, as determined by a combination of factors including, but not limited to, past performance and productivity (as evidenced by, among other factors, the employee's performance evaluations), qualifications, attitude, attendance, and punctuality, will be the deciding factor, with the lowest performance ratings being laid off first. Employees on leave shall be laid off in the same manner as active employees.

2. Calculation of Seniority Layoff Rating. Seniority is defined as the employee's total number of months of continuous District employment from the employee's most recent date of hire. All seniority is lost upon the employee's resignation or dismissal. The employee's seniority layoff rating equals one (1) point for each month of continuous paid service, exclusive of all unpaid leaves or periods of suspension.

3. Return to Former Class. In the event of a layoff, employees who have been promoted during their service with the District may demote to a former classificatiom in their career series they formerly held, if there is a vacancy.

4. Reemployment. A regular employee who is laid off shall be placed on a Reemployment List for the position from which he/she was laid off. Employees on the Reemployment List shall have preference over new hires. Vacancies to be filled shall be first offered to individuals on the Reemployment List who filled a position in the same classification as the vacancy to be filled. Employees on layoff shall be offered reemployment in the reverse order of layoff, provided no intervening factors have occurred which change the ability of the employee to perform the offered employment. The employee must still meet all necessary requirements for the position to which he or she is to be reemployed, with or without reasonable accommodation.
   A laid off employee shall be removed from the Reemployment List for any of the following reasons:

   a. The expiration of six (6) months from the date of placement on the list.
   b. Reemployment in any regular position.
   c. Failure to respond within ten (10) calendar days of the postmark of a registered letter notifying the employee of the availability of reemployment.
   d. Failure to report to work within ten (10) calendar days of the postmark of a registered letter containing a notice of reemployment.
   e. A request by the employee that his/her name be removed from the list.

ARTICLE 11, SECTION 3: JOB POSTING

Employment announcements for regular positions will be sent via email to all District employees and shall be posted on the District website for a period of not less than seven (7) calendar days. The notice shall remain posted until the date of the deadline.

ARTICLE 11, SECTION 4: PERFORMANCE EVALUATION

The performance of regular employees is generally evaluated once in each twelve (12) month period. An evaluation may be prepared at the time a regular employee is promoted to a different classification for the time the employee served in his/her former classification. A District-generated Performance

Evaluation may be issued at any time. The employee shall be furnished with a copy of his/her final Performance Evaluation form.

ARTICLE 11, SECTION 5: USE OF DISTRICT VEHICLES

Except as provided in this section, District vehicles may be used by employees only for conducting District business.

A. Lunch Purchase Stops. An employee driving a District vehicle may stop to purchase lunch food/beverages as follows:

1. The stop is on a direct route to/from the District and the employee's assigned work site, or on a direct route between two assigned work sites.

2. The use of District vehicles shall not extend lunch periods. Time spent for lunch purchase stops will be deducted from the employee's lunch period.

3. An employee may leave a field work site to buy food/beverages only if the employee can leave the work site, return, and eat his/her meal within the time provided for the lunch period.

ARTICLE 12 - GRIEVANCE PROCEDURE

A. Definition.

1. A grievance is defined as an allegation by an employee that the District has failed to provide a condition of employment that is established by this Memorandum of Understanding, or an appeal of a disciplinary termination, reduction in salary, demotion, or suspension of more than three (3) days. A grievance filed under this definition shall have the right to be processed up to Step Three: Binding Arbitration.

2. A grievance is also defined as an appeal of a disciplinary suspension of three (3) days or less or of a letter of reprimand. A grievance filed under this definition shall only have the right to be processed up to Step Two: Review by the General Manager.

B. Exclusions.

This grievance procedure shall not apply to:

1. Matters covered by the District Employer-Employee Relations Policy;
2. Matters over which the Public Employment Relations Board (PERB) has jurisdiction;
3. The substance of Performance Evaluations;
4. Matters concerning the District's self-funded medical and dental benefits for which appeal procedures are contained in the plan documents;
5. Oral warnings or counseling;
6. Employee recognition programs;
7. Concerning any other subject, unless the subject is covered by the expressed terms of this Memorandum of Understanding.

C. Stale Grievance.

A grievance shall be void unless filed in writing within twenty (20) days from the date upon which the District is alleged to have failed to provide a condition of employment which has been established by this Memorandum of Understanding, or within twenty (20) days from the time an employee might reasonably have known of the alleged failure, or within twenty (20) days from receipt by the employee of notice of intent to render formal discipline.

For purposes of this Procedure, "day" is defined as any day upon which the administrative offices of the District are open for regularly scheduled business. In no event shall a grievance include a claim for money relief for more than a thirty (30) day period prior to the date the grievance was filed.

D. Informal Discussion with Employee's Supervisor.

Before proceeding to Step One of the formal grievance procedure, except when discipline has been rendered, an employee shall discuss his/her grievance with his/her immediate supervisor in private; outside the presence of any other person and attempt to work out a satisfactory solution. If the employee and his/her supervisor cannot work out a satisfactory solution, the employee may choose to represent himself/herself individually without the involvement of the Association, or he/she may request the assistance of an Association Representative to write and formally present the grievance.

E. Grievance Procedure Steps.

1. Step One: Immediate Supervisor

If the employee chooses to formally pursue his/her grievance after he/she has met with his/her supervisor as required in Subsection D of this Procedure, he/she shall present the written grievance to his/her immediate supervisor within the time limit specified in Subsection C of this Procedure.

The written grievance shall be submitted on the District form and shall specify each Article, Section, and/or Subsection of the Memorandum of Understanding that is alleged to have been violated by the District and shall specify dates, times, places, and persons, and other facts necessary to a clear understanding of the matter being grieved. In cases of disciplinary action, the written grievance shall state as a ground(s) for the appeal that the disciplinary action is inaccurate, unduly severe, and/or unfair, and set forth the facts supporting such ground(s). The grievance shall also state the remedy sought. If the grieving employee fails to provide the required information, or state a ground for challenging disciplinary action, the District may return the grievance to the employee and may refuse to process the grievance until the information is furnished. The Grievance Procedure time limits will not be extended for this purpose. However, the time limits may be extended by mutual agreement of the parties.

The immediate supervisor shall return a copy of the written grievance to the employee with his/her answer thereto in writing within ten (10) days of receipt of the written grievance. If the grievance is not resolved at Step One, the employee may appeal the grievance to Step Two no later than ten (10) days from receipt of the supervisor's answer.

2. Step Two: General Manager

   A grievance appealed to the General Manager shall include a copy of the original grievance and a clear, concise statement of the reasons for the appeal. If requested, the grievant will be granted the right to present his/her case orally in addition to the written appeal. The General Manager or his/her designee shall review the grievance in an attempt to resolve it and shall communicate the decision to the grievant within ten (10) days of receipt of the appeal. This is the final step for grievances defined under Section A (2) of this Grievance Procedure. However, the time limits herein may be extended by mutual agreement of the parties.

3. Step Three: Arbitration

   If the General Manager or his/her designee's decision does not resolve the grievance, and the grievance falls under the definition in Section A (1) of this Procedure, the grievant may, within ten (10) days of receipt of the General Manager's decision, submit a request in writing to the Association to submit the grievance to arbitration. Within twenty (20) days of the grievant's receipt of the decision of the General Manager or his/her designee, the Association shall inform the District if they desire that the grievance be arbitrated.

F. Selection of Arbitrator.

The arbitrator shall be selected by mutual agreement between the District and the Association. If agreement is not reached on an arbitrator, the parties shall request the State Mediation and Conciliation Service to supply a list of seven (7) qualified arbitrators. The parties shall then alternately strike names from the list until only one (1) name remains, and that person shall serve as the arbitrator. If the parties are unable to agree which party will make the first strike, they shall flip a coin and the winner shall decide which party will make the first strike.

If either the District or the Association so requests, a separate arbitrator shall be selected using the process in this section to hear the question of arbitrability of the grievance. No hearing on the merits of the grievance may be conducted until the issue of arbitrability has been decided.

G. Submission of the Issue to the Arbitrator.

The parties will jointly prepare a statement defining the issue to be submitted to the arbitrator. If agreement is not reached on this statement, each party will submit its own statement defining the issue.

H. Duty of the Arbitrator.

It shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance, which shall be binding. On all issues except appeals of disciplinary action, the grievant shall bear the burden of proof. The decision of the arbitrator shall be based solely on the interpretation of the provisions of the Memorandum of Understanding applicable to the grievance and he/she shall not add to, subtract from, modify or disregard any of the terms or provisions of the Memorandum of Understanding.

In appeals of disciplinary action, the arbitrator's authority shall be limited to determining whether the subject disciplinary action complied with the procedural rules governing the pre-discipline process set forth in the District's Discipline Policy and Procedure and shall not extend to whether the conduct in question constitutes just cause for discipline.

The provisions for arbitration are not intended and shall not be construed to empower an arbitrator to change any condition of employment specifically covered by the Memorandum of Understanding or to revise, modify or alter in any respect, any provision contained in the Memorandum of Understanding.

I. Payment of Costs.

Each party to a hearing before an arbitrator shall bear his/her own expenses in connection with the arbitration. All fees and expenses of the arbitrator shall be borne one-half (1/2) by the District and one-half (1/2) by the Association.

Either party may request a certified court reporter to record the arbitration hearing. The cost of the court reporter shall be paid by the party requesting the reporter. The cost of a transcript of the hearing shall be borne by the party requesting it.

J. Effect of Failure of Timely Action.

Failure of the employee to file an appeal within the required time period at any step shall constitute an abandonment of the grievance, subject to the provisions of Government Code section 3505.8. If the District fails to respond within the required time limit at any step, the District shall be considered to have denied the grievance at that step as of the last day for response. The grievant's time to proceed to the next step, if applicable, shall commence accordingly.

Failure of the grievant to timely and diligently prosecute his or her arbitration shall constitute an abandonment of the arbitration. Any arbitration shall be scheduled within two (2) months and heard within six (6) months from the date the Association informed the District of their desire that the grievance be arbitrated pursuant to Subsection E(3) of this Procedure. Any extension of that time shall be only by mutual agreement of the parties, unless it is due to the availability of the selected arbitrator.

K. No Reprisal.

Employees shall be free from reprisal for use of this Grievance Procedure.

L. Grievance Forms.

All grievances shall be filed on the appropriate form, which is attached as an Appendix to this Memorandum of Understanding.

M. Representation.

An employee may represent himself/herself without the involvement of the Association or he/she may request the assistance of an Association Representative to write and formally present the

grievance. However, an employee may not grieve to Step Three: Arbitration, without the consent of the Association, and any communications related to the arbitration shall be between the District and the Association.

ARTICLE 13 - GENERAL PROVISIONS

ARTICLE 13, SECTION 1: NON-DISCRIMINATION

In receiving the rights afforded by this Memorandum of Understanding, no person shall in any way be favored or discriminated against to the extent prohibited by law because of sex (including gender, gender identity, gender expression, pregnancy, childbirth or related medical condition), race, color, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, age, sexual orientation, military or veterans status, or any other basis protected by federal, state or local law.

ARTICLE 13, SECTION 2: ENTIRE AGREEMENT

This Memorandum of Understanding sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements over these matters between the parties, whether formal or informal, are hereby superseded or terminated in their entirety.

ARTICLE 13, SECTION 3: SEVERABILITY

This Memorandum of Understanding is subject to all current and future applicable federal, state and local laws and regulations. If any part or provision of this MOU is in conflict or inconsistent with such applicable provisions of federal, state or local laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the MOU shall not be affected thereby.

ARTICLE 13, SECTION 4: MANAGEMENT RIGHTS

The management of the District and the direction of the work force are vested exclusively in the District, subject to the terms of this MOU. In addition to the authority vested in the General Manager pursuant to section 71362 of the California Water Code, the District shall have the sole and exclusive authority over the merits, necessity, or organization of any District service or activity provided by law and shall have the sole and exclusive right to manage its business in every respect and to take any action which the District deems desirable to conduct its business including, but not limited to, the right to determine and change all aspects of its methods of operation, to schedule and assign work and overtime, to hire, promote, classify, discipline (up to and including termination), layoff and transfer employees, to determine the number and location of employees, and to exercise all other rights the District had prior to entering into this MOU, except as specifically abridged or modified by this MOU. All authority related to matters not covered by this MOU shall be retained by the District.

ARTICLE 13, SECTION 5: STRIKES AND LOCKOUTS

Neither the Association nor any employee represented by the Association shall cause, authorize, engage in, or sanction any type of job action, strike, or slowdown which results in less than the full and faithful performance of the duties of employment during the term of this MOU and for a ninety (90) day period following expiration of the term of this MOU. During the term of this MOU and for ninety (90) days following its expiration, the District shall not take action to lock out employees covered by this MOU.

ARTICLE 13, SECTION 6: EMERGENCY

Nothing herein shall limit the authority of management to make necessary changes during emergencies. Emergency is defined as a substantial likelihood that serious harm would be experienced unless immediate action is taken.

ARTICLE 13, SECTION 7: IMPLEMENTATION

This MOU constitutes a mutual recommendation to be jointly submitted to the District Board of Directors. It is agreed that this MOU shall not be binding upon the parties either in whole or in part unless and until:

1. The Association ratifies this Memorandum; and
2. The Board of Directors acts by majority vote, to formally approve and adopt this MOU and to appropriate the necessary funds required to implement the provisions of this MOU that require funding.

The District shall act in a timely manner to make the necessary changes to implement this Memorandum of Understanding.

DRAFT

IN WITNESS WHEREOF, the parties have caused their duly-authorized representatives to execute this Memorandum of Understanding. Approved by the Board of Directors on September 5, 2007.

FOR: OTAY WATER DISTRICT

Mark W. Watton,
General Manager

Richard Bolanos,
Liebert Cassidy Whitmore

Kelli M. Williamson,
Human Resources Manager

Rosemary F. Dries,
Senior Human Resources Analyst

Kevin K. Koeppen,
Finance Manager

Jose J. Martinez,
Assistant Chief, Water Operations

Adolfo A. Segura,
Assistant Chief, Administrative Services
and Information Technology

FOR: OTAY WATER DISTRICT EMPLOYEES' ASSOCIATION

Dale R. Strunks, Jr.,
President,
Field Employees Unit

Mike Powell,
Employee Services

Deborah L. Horton,
Administraive Employees Unit

William G. Poulin,
Administrative Employees Unit

Damon M. Newman,
Field Employees Unit

DRAFT

APPENDIX A

OTAY WATER DISTRICT
STEP ONE (1) GRIEVANCE FORM

_____
Grievant's Name Job Title Dept.

In cases of disciplinary action, the written grievance shall state as a ground(s) for the appeal that the disciplinary action is inaccurate, unduly severe, and/or unfair and set forth the facts supporting such ground(s). The grievance shall also state the remedy sought. If the grieving employee fails to provide the required information, or state a ground for challenging disciplinary action, the District may return the grievance to the employee and may refuse to process the grievance until the information is furnished. The Grievance Procedure time limits will not be extended for this purpose. However, the time limits may be extended by mutual agreement of the parties.

1. What provision of the Memorandum of Understanding do you claim was violated? List article(s) and page number(s):
_____
_____

2. Describe the action or event you are grieving by answering all of the following questions which are appropriate:
   A. What happened?_____
_____
   B. When did it happen? (If you don't know when it happened, when did you find out about it?)_____
_____
   C. Where did it happen?_____
   D. List the names of other people who observed the event or who have knowledge about the event:_____
_____
   E. Please give any other information, which you believe is important to understand your grievance:_____
_____
_____

3. What actions do you want the District take to remedy the grievance:_____
_____

Grievant's Signature: _____ Date _____

Received by: _____ Date _____
Immediate Supervisor

Supervisor Response:_____
_____

Signature: _____ Date _____
Immediate Supervisor

I received the Step One (1) response to my grievance on _____ _____
Date Grievant's Signature

Grievant's response to Step One (1) (check one)

- ☐ 1. The remedy proposed at Step One (1) is acceptable. I accept the proposed remedy as the complete and final settlement of all complaints I have raised in this grievance.
- ☐ 2. The remedy proposed is not acceptable, and I withdraw my grievance.
- ☐ 3. The remedy proposed is not acceptable, and I wish to appeal the decision of Step One (1). The Step Two (2) form is attached.

Grievant's Signature _____ Date _____

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APPENDIX A

OTAY WATER DISTRICT
STEP TWO (2) GRIEVANCE FORM

Instructions: Attach a copy of the Step One (1) Grievance Form and explain why the Step 1 response is not acceptable.

Grievant's Name _____

The Step One (1) response is unacceptable for the following reasons: _____

_____

_____

_____

_____

_____

_____

_____

Grievant's Signature _____ Date_____

Received by: _____ Date_____
General Manager/Designee

General Manager/Designee Response: _____

_____

_____

_____

Signature_____ Date_____
General Manager/Designee

I received the Step Two (2) response to my grievance on _____
Date

_____
Grievant's Signature

Grievant's response to Step Two (2) (check one)

☐ 1. The remedy proposed at Step Two (2) is acceptable. I accept the proposed remedy as the complete and final settlement of all complaints I have raised in this grievance.
☐ 2. The remedy proposed is not acceptable, and I withdraw my grievance.
☐ 3. The remedy proposed is not acceptable, and I wish to appeal the decision of Step Two (2) (if applicable). An employee may not grieve to Step Three (3): Arbitration, without the consent of the Association.

Grievant's Signature _____ Date_____

ORDINANCE NO. 547

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE OTAY WATER DISTRICT AMENDING CHAPTER 5, SECTION 5, PERSONNEL PRACTICES, EMPLOYER-EMPLOYEE RELATIONS, OF THE DISTRICT'S CODE OF ORDINANCES

BE IT ORDAINED by the Board of Directors of Otay Water District that the District's Code of Ordinances Chapter 5, Section 5, Personnel Practices, Employer-Employee Relations, be amended as per Exhibit 1 (attached).

NOW, THEREFORE, BE IT RESOLVED that the proposed Chapter 5, Section 5, Personnel Practices, Employer-Employee Relations, of the Code of Ordinances shall become effective September 3, 2014.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Otay Water District at a regular meeting duly held this 3rd day of September 2014, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
President

ATTEST:

_____
District Secretary

CHAPTER 5 PERSONNEL PRACTICES

SECTION 5 EMPLOYER-EMPLOYEE RELATIONS

5.01 PURPOSE

It is the purpose of this Chapter to promote full communication between the District and its employees by providing a reasonable method for meeting and conferring in good faith with Recognized Employee Organizations regarding matters that directly and significantly affect and primarily involve ~~of resolving~~ matters regarding wages, hours and other terms and conditions of employment, ~~and~~ as well as to promote the improvement of personnel management and employee relations by providing a uniform basis for District employees to join or not to join any organization of their choice. It is also the purpose of this Chapter to ~~conform in full~~ fully comply with the provisions of the Meyers-Milias Brown Act and to provide orderly procedures for the administration of employer-employee relations.

5.02 DEFINITIONS

A. Employee Organization: Either (1) a~~A~~ny organization that includes employees of the District and that has as one of its primary purposes ~~is to~~ representing those employees in their employment relations with the District~~.~~; or (2) any organization that seeks to represent employees of the District in their relations with the District.

B. Registered Employee Organization: An employee organization that has registered with the District as provided in this Chapter.

C. Recognized Employee Organization: An employee organization that has been certified by the District as the majority representative of a representation unit in accordance with this Chapter.

D. Representation Unit: A group of District employee classifications that have a common community of interest, established pursuant to this Chapter.

E. Meet and Confer: The free exchange of information, opinions and proposals between representatives of the District and a recognized employee organization with the goal of reaching agreement on matters within the scope of representation.

F. Consult or Consultation: Verbal or written communication for the purpose of presenting and obtaining views or advising of intended actions in a good faith effort to reach a consensus, and as distinguished from meeting and conferring in good faith regarding matters within the scope of the meet and confer process as required by applicable law.

G. Proof of Employee ~~s~~Support: An unambiguous written statement that an employee wishes to ~~to~~ designate an employee organization as the recognized employee

organization for his/her representation unit, or that an employee wishes to cease having an employee organization be the recognized employee organization for his/her representation unit. This statement must appear on the same page as and under which an employee's printed name, classification, and signature appear, and must have been signed within the year preceding its submission.

H. Terms not defined herein shall have the meanings as set forth in the MMBA.

5.03 DISTRICT AUTHORITY

A. The District has the sole right and exclusive authority to direct the affairs of, manage, and maintain the efficiency of the District, to set standards of services to be offered to the public, and to control the organization and operation of the District. The District also has the sole and exclusive authority to take any actions which the District deems desirable to conduct its affairs including, but not limited to, directing its work force (including scheduling and assigning work and overtime);~~,~~ ~~to~~ hir~~e~~ing, fir~~e~~ing, discharging~~es~~, promot~~e~~ing~~ons~~, demot~~e~~ing~~ons~~, transferring~~s~~, or disciplining employees, consistent with and pursuant to the authority of Water Code section 71362;~~take disciplinary action,~~ determin~~e~~ing the methods, means and personnel by which District operations are to be conducted;~~,~~ lay-offs for budgetary considerations or lack of work;~~,~~ subcontracting work;~~, and~~ maintaining ~~discipline and~~ efficiency of employees;~~,~~ taking all necessary actions to carry out its mission in emergencies;~~,~~ and exercising complete control and discretion over its organization and the technology of performing its work consistent with the provisions of this Chapter and the Meyers-Milias Brown Act. The foregoing authority of the District is descriptive, not exhaustive.

B. Except as otherwise stated, all powers and obligations described in this Chapter are hereby delegated to the General Manager. The General Manager may delegate these powers and obligations to other District managers as he/she deems necessary.

5.04 EMPLOYEE RIGHTS

~~A.~~ Each employee has the following rights which he/she may exercise in accordance with the Meyers-Milias Brown Act:

1. The right to form, join and participate in the activities of employee organizations of the employee's own choosing for the purpose of representation on matters of the employee's relations with the District, or to refuse to join or participate in the activities of any employee organization.

2. The right to be free from interference, intimidation, restraint, coercion, discrimination or reprisal by the District, other employees, or employee organizations~~,~~ with respect to the employee's membership or non-

membership in any employee organization, or with respect to any lawful activity associated therewith which is within the scope of representation.

3. The right to represent himself or herself individually in his or her employee relations with the District, to the extent allowed by law.

~~B.~~ Whenever a District employee desires to represent himself or herself in consulting with District management during regular hours of work, the employee shall first request and obtain permission to take time off to do so.

5.05 ESTABLISHMENT OF REPRESENTATION UNITS

A. The General Manager shall determine the appropriate composition of a representation unit by considering the following factors:

1~~A~~. The effect of the proposed unit on the operations of the District.

2~~B~~. The proposed unit's compatibility with the primary responsibility of the District and its employees to serve the public effectively and economically.

3~~C~~. The ability to provide effective representation to employees based on a recognized community of interest, within the broadest feasible grouping of classifications sharing an identifiable community of interest.

B. In considering whether classifications share an identifiable community of interest, the following factors shall be considered:

1. Similarity of the work performed, required qualifications, level of responsibility, and general working conditions.

2. History of representation in the District, except that no representation unit shall be deemed appropriate solely on the basis of the extent to which employees in the proposed unit have organized.

3. Consistency with District administrative organization.

4. Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and/or increase in number of representation units.

5. Effect on the classification structure and impact on the stability of the employer-employee relationship of dividing related classifications among two or more representation units.

6. Supervisory employees shall ~~may~~ not be placed in a representation unit with non-supervisory employees.

7. Management employees shall not be placed in a representation unit with non-management employees.

8. Confidential employees shall not be placed in a representation unit with non-confidential employees.

9. Professional employees shall not be required to be included in the same unit with non-professional employees.

C. After notice to and consultation with affected employee organizations, the Human Resources Manager shall allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete classifications in accordance with this Section.

5.06 CERTIFICATION OF EMPLOYEE ORGANIZATIONS

A. Registered Employee Organizations: Any group of employees that wishes to create a registered employee organization shall file with the General Manager a written application for registration of the employee organization. The application shall include:

1. The name and address of the organization.

2. The names and titles of its officers and mailing address.

3. A designation of one person, including his/her address, to whom notice to the organization may be sent for any purpose.

4. The names of persons who are authorized to~~may~~ act as representatives of the organization in any communications with the District.

5. A statement that the employer organization has, as one of its primary purposes, the responsibility of representing employees in their employment relations with the District.

6. A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national, or international organization, and, if so, the name and address of each such other organization.

7. Certified copies of the employee organization's constitution and bylaws.

8~~5~~. A statement that the organization does not restrict membership based on race, color, creed, national origin, political affiliation, sex, disability, ~~or~~ age, or any other classification prohibited by state or federal law .

9~~6~~. A list of all District employees who are represented by the organization and their job classifications or position titles.

10~~1~~. A statement that the employee organization has in its possession proof of employee support as herein defined to establish that a majority of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the District. Such written proof shall be submitted for confirmation to the General Manager or to a mutually agreed upon disinterested third party.

When an employee organization has complied with the requirements of this Section, the General Manager shall register the organization and notify it that it is a registered employee organization.

B. Recognized Employee Organizations: An employee organization or registered employee organization that wishes to become the recognized employee organization of a representation unit or proposed representation unit shall file with the General Manager a petition for certification as a recognized employee organization. The petition shall:

1. Name and provide an address for the representation unit or proposed representation unit which it purports to represent.

2. Be accompanied by proof of support by at least thirty percent (30%) of the employees within the representation unit or proposed representation unit.

Upon receipt of a petition that proposes a new representation unit, the General Manager shall determine whether:

1. There has been compliance with the requirements of the recognition petition, and
2. T~~t~~he proposed representation unit is an appropriate unit.

If the representation unit is appropriate and the proof of support is found to be valid, the General Manager shall accept the petition and give notice of the request for recognition filing thereof to all District employees and shall take no action on said request for thirty (30) days thereafter. Recognized employee organization status shall be granted if the proof of support shows that a majority of the employees in the representation unit or proposed representation unit desire the representation; however, if another labor organization has previously been lawfully recognized as a recognized employee organization of all or part of the same unit, or if more than one labor organization has been proposed as the recognized employee organization, determination of the recognized employee organization shall be made by the State Mediation and

Conciliation Service, who shall review the proof of support to verify the status of the employee organization. The General Manager shall ~~then~~ engage the State Mediation and Conciliation Service to conduct an election within 30 days of the foregoing notice, or as soon thereafter as the State Mediation and Conciliation Service can conduct it, among the eligible members of the representation unit.

If the General Manager does not accept the petition, it shall notify the petitioning registered employee organization of the reasons therefore in writing. No petition shall be accepted affecting a representation unit or proposed representation unit for which, within the preceding 12 months, a certification or decertification election was conducted.

C. Election Procedure:

1. When an election is required pursuant to this Section, it shall be conducted by secret ballot in accordance with the procedures and regulations ~~pursuant to the provisions~~ of this section. Eligible voters shall be those employees in the representation unit whose names appear on the payroll immediately prior to the date which ended at least fifteen (15) days before the date of the election ~~acceptance of the petition by the General Manager~~, including those shown as on vacation or authorized leaves of absence, and who are employed by the District in the same unit on the date of the election. If the State Mediation and Conciliation Service declines to conduct the election, the Board of Directors will adopt rules for the conduct of election. There shall be no more than one valid election under this Section pursuant to any petition in a 12-month period affecting the same unit.

2. The General Manager shall declare the results of the election~~,~~ in accordance with the following:

   a. When a majority of the eligible employees voting at the election vote to certify an organization, ~~he/she~~ the General Manager shall certify the organization as the recognized employee organization of the representation unit.

   b. When two organizations appear on the ballot and no organization receives a majority of the votes cast, ~~he/she~~ the General Manager shall declare that no organization will be the recognized employee organization of the unit.

   c. When three or more organizations appear on the ballot and no organization receives a majority of the votes cast, ~~he/she~~ the General Manager shall order a runoff election between the two organizations receiving the greatest number of votes, the rules governing an initial election being applicable to a run-off election.

d. If less than a majority of eligible employees voted, ~~he/she~~ the General Manager shall declare the election void and no further election shall be held based on the petition.

Half of the cost incurred in conducting a certification election shall be borne by the District and the other half shall be divided equally among and be paid by the employee organizations appearing on the ballot.

5.07 EMPLOYEE ORGANIZATIONS' RIGHTS

A. A registered employee organization may represent its members in disputes on wages, hours and any other terms or conditions of employment as allowed by law. A registered employee organization may not present a grievance or dispute in its own name or on behalf of itself. The District is not obliged to meet and confer or enter into a memorandum of understanding with a registered employee organization or with an individual employee.

B. A recognized employee organization may represent itself and/or its members in disputes and grievance matters~~, as described above in paragraph A~~. Should the recognized employee organization be dissatisfied with the results of such consultations, it has the further right to meet and confer with the General Manager. The scope of representation includes all matters relating to employment conditions and employee relations, including, but not limited to, wages, hours and other terms and conditions of employment. However, the scope of representation shall not include the merit, necessity, or organization of any service or activity provided by law or executive or Board order. If the General Manager and the recognized employee organization reach agreement, they shall jointly prepare a written memorandum of understanding which shall not be binding on the District until it is ratified by the Board of Directors.

C. Officers and/or representatives of recognized employee organizations may petition the General Manager, or designee, in writing for access to work facilities and work locations outside of regular working hours. The petition shall identify where they wish to have access and the purpose for which access is sought. The General Manager shall not unreasonably refuse such petition and will provide to persons granted access an appropriate escort and rules and regulations governing access to District property, consistent with Board of Directors Policy No. 13.

5.08 IMPASSE PROCEDURE

If, after a reasonable period of time of meeting and conferring, a recognized employee organization and the General Manager fail to reach agreement on matters within the scope of representation, either party may declare the existence of an impasse. Upon declaring impasse, a party may ask the California State Conciliation Service to assist the parties in reconciling differences through mediation. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

All mediation costs shall be borne equally by the District and the recognized employee organization.

If mediation does not resolve the impasse, the employee organization may request to the Public Employment Relations Board (PERB) to submit the impasse to factfinding, pursuant to Government Code sections 3505.4 through 3505.7, no sooner than 30 days, but no more than 45 days, following the appointment or selection of a mediator. Factfinding panel recommendations are only advisory, not binding. All mutually incurred costs for factfinding shall be borne equally by the District and the recognized employee organization (i.e. cost for the services of the panel chairperson).

After applicable mediation and factfinding procedures have been exhausted, the General Manager may take such action regarding the matters in dispute as he/she deems necessary to the public interest, but not earlier than 10 days after the factfinders' written findings of fact and recommended terms of settlement have been submitted to the parties pursuant to Government Code section 3505.5 and following a public hearing regarding the impasse. Any legislative action by the Board of Directors on the matters in dispute shall be final and binding.

5.09 DECERTIFICATION PROCEDURE

A. An employee may present to the General Manager a petition to decertify the recognized employee organization for his/her representation unit. No action may be taken on a petition that is submitted within 12 months of the date of initial certification of a recognized employee organization or of any election to certify or decertify such organization.

B. A decertification petition must be declared by the duly authorized signatory under penalty of perjury to be true, correct, and complete and include the following:

1. The name, address, and telephone number of the petitioning employee and a designated representative authorized to receive notices or requests for further information;

2. The title of the representation unit;

3. The name of the incumbent recognized employee organization for the representation unit sought to be decertified;

4. If another organization is proposed to become the recognized employee organization, the name of such organization and the name, address, and telephone number of its agent;

5. An allegation that the incumbent recognized employee organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto;

6~~5~~. Proof of support from at least 30 percent of the employees in the representation unit who:

a. no longer wish to be represented by the incumbent recognized employee organization; and/or

b. wish to be represented by a different employee organization.

C. Within five business days of receiving a decertification petition, the General Manager shall serve a copy of the petition on the recognized employee organization.

The General Manager shall verify that proof of support for decertification and/or certification of a new recognized employee organization contains the signatures of at least thirty percent (30%) of the employees in the representation unit. Verification shall consist of confirming that each person identified in a proof of support is in the representation unit and that his/her signature is genuine. Upon verifying proof of support or lack thereof, the General Manager shall so notify the petitioner, the recognized employee organization, and, where applicable, the agent of the proposed new recognized employee organization~~ (if any),~~ in writing.

If the General Manager verifies proof of support of at least 30 percent (30%) of the representation unit for more than one proposed new recognized employee organization, each such organization shall be placed on the ballot.

D. Upon verifying appropriate proof of support, the General Manager shall schedule an election, to be conducted no earlier than 21 calendar days and no later than 42 calendar days after verification.

At least 15 calendar days before the scheduled date of the election, General Manager shall post in one or more conspicuous places frequented by members of the representation unit a copy of the decertification petition, notice of the date, time, and place of the election, and a brief statement of the purpose of the election. The notice shall remain posted until the day after the election.

E. If appropriate proof of support was verified for a proposed new recognized employee organization, the ballot shall state the following:

1. Shall the [recognized employee organization] continue to be the recognized employee organization for the [name of representation unit] unit?
____ Yes ([recognized employee organization] continues to be the recognized employee organization)
____ No ([recognized employee organization] ceases to be the recognized employee organization)

{use when there is only one proposed new representative}

2. If the [recognized employee organization] ceases to be the recognized employee organization, shall the [proposed new recognized employee

organization] become the recognized employee organization for the [name of representation unit] unit?
____ Yes
____ No

{use when there is more than one proposed new representative}

2. If the [recognized employee organization] ceases to be the recognized employee organization, please choose one of the following options:
____ [proposed new recognized employee organization #1] becomes the recognized employee organization
____ [proposed new recognized employee organization #2] becomes the recognized employee organization
____ [proposed new recognized employee organization #3 (if applicable)] becomes the recognized employee organization
____ No representative

Where more than one proposed new representative appears on the ballot, the order in which each proposed new representative appears shall be determined by lot.

If the election is only to decertify the recognized employee organization, the ballot shall state the following:

Shall the [recognized employee organization] continue to be the recognized employee organization for the [name of representation unit] unit?
____ Yes ([recognized employee organization] continues to be the recognized employee organization)
____ No ([recognized employee organization] ceases to be the recognized employee organization)

F. Elections shall be conducted under the following guidelines:

1) The recognized employee organization may have a representative present at all polling places and during the counting of ballots. The representative shall only observe activities and may not advocate for a particular vote or comment on the tabulation of votes while tabulation is in progress.

2) The proposed new recognized employee organization(s), if any, may have a representative present at all polling places and during the counting of ballots. The representative shall only observe activities and may not advocate for a particular vote or comment on the tabulation of votes while tabulation is in progress.

3) Other than the actual act of voting, no activity shall be conducted within 100 feet of a polling place that advocates for a particular vote.

4) A recognized employee organization shall be decertified if a majority of the representation unit members voting vote to decertify.

5) The votes to certify a proposed new recognized employee organization shall be tabulated only if a majority of those voting vote to decertify the existing recognized employee organization. If the certification votes are tabulated, the proposed new recognized employee organization shall be certified if a majority of the representation unit members voting vote to certify or, if there is more than one new employee organization proposed, the organization receiving the most votes of the representation unit members voting shall be certified.

6) No later than 10:00 a.m. on the day following the election, the General Manager shall post the results of the tabulation of votes at the same location(s) at which notice of the election was posted.

7) A member of the representation unit, an agent of the recognized employee organization, or an agent of the proposed new recognized employee organization may protest the tabulation results within 24 hours of posting of the results. To protest the tabulation results, a person must deliver to the General Manager a letter setting forth all bases for protest. The only acceptable bases for protest are:
   a) Error or fraud in tabulating the ballots
   b) Prohibited advocacy at or within 100 feet of a polling place
   c) A ballot cast by a person who was ineligible to vote
   d) Multiple ballots cast by one person

8) ~~Tabulation results shall not become official until accepted by the General Manager.~~ The General Manager shall promptly investigate all protests, if any, before accepting the tabulation results. The General Manager may only reject the tabulation results if one of the bases for protest exists and he/she concludes that the outcome of the election was affected thereby. If the General Manager does not accept the tabulation results, he/she shall schedule a new election.

G. The election results shall be final upon acceptance of the tabulation results by the General Manager following a rejection of any protests or, if no protests are received, following the expiration of the 24 hour protest period. If the recognized employee organization is decertified, the District shall cease to recognize the organization as the representative for the representation unit as of the date the results are final. If a new organization has been certified as the recognized employee organization, the District shall thereafter recognize that organization as the representative of the representation unit. A new recognized employee organization shall be bound by any memoranda of understanding then in place for the representation unit.

5.10 INDIVIDUAL REPRESENTATION

A. Any individual may present a ~~grievance concerning~~concern relating to working conditions to the General Manager pursuant to the administrative procedures of the District, if any, and have such concern~~grievance~~ fairly considered, without the participation of a recognized employee organization. The individual may be represented by any person of his/her choosing, including a registered employee organization. Any concerns~~grievance~~ brought pursuant to this Section is subject to the provisions of Section 5.07(A).

B. If an employee or group of employees who are members of a recognized employee organization present a concern~~grievance~~ to the General Manager, he/she shall notify an affected recognized employee organization of such concerns~~grievance~~ within three (3) days of receiving it.

C. The right to individual representation provided above is not intended to nor shall it confer a right to bargain or negotiate individual terms and conditions of employment.

5.11 EMPLOYER-EMPLOYEE COMMUNICATIONS

A. The General Manager shall make available space on a bulletin board or other reasonable means of communication to a recognized employee organization, so that it may communicate with its members. No employee organization literature may be distributed in work areas, nor may any person solicit employees during working time. The General Manager shall communicate to all employees and all registered or recognized employee organizations the contents of this Chapter.

B. Recognized employee organizations may use District facilities for meetings of District employees, provided such meetings are held outside of regularly scheduled working hours for the employees in attendance, space permitting. Recognized employee organizations must obtain permission from the General Manager or designee to use District facilities, as discussed in Section 5.07(C), above.

5.12 INFORMATION REQUESTS

A. A recognized employee organization or~~,~~ a registered employee organization~~, or an individual employee~~ may request that the General Manager provide documents or information that are necessary and relevant to their representation rights, such as the preparation or processing of a grievance, for consulting, or for meeting and conferring. The District shall not, however, be required to provide information in a particular form requested or desired by the requestor.

B. Requests that do not fall within the following parameters are presumed as requesting irrelevant document(s) and/or ~~piece of~~ information, placing the burden on the requesting party to demonstrate its relevance :

1. The document or information was created within the two years preceding the request.
2. The document or information may be retrieved without resulting in an undue burden on the District i.e. retrieval does not require an extraordinary expense or use of staff time.
3. Tthe documents or information may be compiled in the manner requested without extraordinary expense or use of staff time, etc.
34. The document or information does not invade the privacy rights of any person who has not consented to their disclosure in writing.

5.13 INTERPRETATION

This Chapter shall be administered and construed as follows:

A. Nothing in this Chapter shall be construed to deny to any person, employee, organization, the District, or any authorized officer, body or other representative of the District, the rights, powers and authority granted by federal or state law.

B. This Chapter shall be interpreted so as to carry out the purposes set forth in Section 5.01.

C. Nothing in this Chapter shall be construed as giving employees or employee organizations the right to participate in, support, cooperate with or encourage, directly or indirectly, a strike, sick-out, other total or partial stoppage or slowdown of work, or any unlawful concerted action. In consideration of and as a condition of employment by the District, employees recognize that any such actions by them are in violation of their conditions of employment except as expressly otherwise provided by legally preemptive state or contrary local law. District employees who engage in such actions shall be subject to disciplinary action, up to and including termination, and/or may be deemed to have abandoned their employment, and may be replaced, to the extent such actions are not prohibited by preemptive law. Employee organizations that engage in such acts may lose all rights accorded them under this Chapter for a period of up to one year from the last such act.

5.14 AMENDMENTS

After consulting with recognized and registered employee organizations, the Board may from time to time amend this Chapter.

5.15 SEVERABILITY

If any provision of this Chapter, or the application of such provision to any persons or circumstances, is held invalid, the remainder of this Chapter, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

CHAPTER 5 PERSONNEL PRACTICES

SECTION 5 EMPLOYER-EMPLOYEE RELATIONS

5.01 PURPOSE

It is the purpose of this Chapter to promote full communication between the District and its employees by providing a reasonable method for meeting and conferring in good faith with Recognized Employee Organizations regarding matters that directly and significantly affect and primarily involve matters regarding wages, hours and other terms and conditions of employment, as well as to promote the improvement of personnel management and employee relations by providing a uniform basis for District employees to join or not to join any organization of their choice. It is also the purpose of this Chapter to fully comply with the provisions of the Meyers-Milias Brown Act and to provide orderly procedures for the administration of employer-employee relations.

5.02 DEFINITIONS

A. Employee Organization: Either (1) any organization that includes employees of the District and that has as one of its primary purposes representing those employees in their employment relations with the District; or (2) any organization that seeks to represent employees of the District in their relations with the District.

B. Registered Employee Organization: An employee organization that has registered with the District as provided in this Chapter.

C. Recognized Employee Organization: An employee organization that has been certified by the District as the majority representative of a representation unit in accordance with this Chapter.

D. Representation Unit: A group of District employee classifications that have a common community of interest, established pursuant to this Chapter.

E. Meet and Confer: The free exchange of information, opinions and proposals between representatives of the District and a recognized employee organization with the goal of reaching agreement on matters within the scope of representation.

F. Consult or Consultation: Verbal or written communication for the purpose of presenting and obtaining views or advising of intended actions in a good faith effort to reach a consensus, and as distinguished from meeting and conferring in good faith regarding matters within the scope of the meet and confer process as required by applicable law.

G. Proof of Employee Support: An unambiguous written statement that an employee wishes to designate an employee organization as the recognized employee organization for

his/her representation unit, or that an employee wishes to cease having an employee organization be the recognized employee organization for his/her representation unit. This statement must appear on the same page as and under which an employee's printed name, classification, and signature appear, and must have been signed within the year preceding its submission.

H. Terms not defined herein shall have the meanings as set forth in the MMBA.

5.03 DISTRICT AUTHORITY

A. The District has the sole right and exclusive authority to direct the affairs of, manage, and maintain the efficiency of the District, to set standards of services to be offered to the public, and to control the organization and operation of the District. The District also has the sole and exclusive authority to take any actions which the District deems desirable to conduct its affairs including, but not limited to, directing its work force (including scheduling and assigning work and overtime); hiring, firing, discharging, promoting, demoting, transferring, or disciplining employees, consistent with and pursuant to the authority of Water Code section 71362; determining the methods, means and personnel by which District operations are to be conducted; layoffs for budgetary considerations or lack of work; subcontracting work; maintaining efficiency of employees; taking all necessary actions to carry out its mission in emergencies; and exercising complete control and discretion over its organization and the technology of performing its work consistent with the provisions of this Chapter and the Meyers-Milias Brown Act. The foregoing authority of the District is descriptive, not exhaustive.

B. Except as otherwise stated, all powers and obligations described in this Chapter are hereby delegated to the General Manager. The General Manager may delegate these powers and obligations to other District managers as he/she deems necessary.

5.04 EMPLOYEE RIGHTS

Each employee has the following rights which he/she may exercise in accordance with the Meyers-Milias Brown Act:

1. The right to form, join and participate in the activities of employee organizations of the employee's own choosing for the purpose of representation on matters of the employee's relations with the District, or to refuse to join or participate in the activities of any employee organization.

2. The right to be free from interference, intimidation, restraint, coercion, discrimination or reprisal by the District, other employees, or employee organizations with respect to the employee's membership or non-membership in any employee organization, or with respect to any lawful activity associated therewith which is within the scope of representation.

3. The right to represent himself or herself individually in his or her employee relations with the District, to the extent allowed by law. Whenever a District employee desires to represent himself or herself in consulting with District management during regular hours of work, the employee shall first request and obtain permission to take time off to do so.

5.05 ESTABLISHMENT OF REPRESENTATION UNITS

A. The General Manager shall determine the appropriate composition of a representation unit by considering the following factors:

1. The effect of the proposed unit on the operations of the District.

2. The proposed unit's compatibility with the primary responsibility of the District and its employees to serve the public effectively and economically.

3. The ability to provide effective representation to employees based on a recognized community of interest, within the broadest feasible grouping of classifications sharing an identifiable community of interest.

B. In considering whether classifications share an identifiable community of interest, the following factors shall be considered:

1. Similarity of the work performed, required qualifications, level of responsibility, and general working conditions.

2. History of representation in the District, except that no representation unit shall be deemed appropriate solely on the basis of the extent to which employees in the proposed unit have organized.

3. Consistency with District administrative organization.

4. Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and/or increase in number of representation units.

5. Effect on the classification structure and impact on the stability of the employer-employee relationship of dividing related classifications among two or more representation units.

6. Supervisory employees shall not be placed in a representation unit with non-supervisory employees.

7. Management employees shall not be placed in a representation unit with non-management employees.

8. Confidential employees shall not be placed in a representation unit with non-confidential employees.

9. Professional employees shall not be required to be included in the same unit with non-professional employees.

C. After notice to and consultation with affected employee organizations, the Human Resources Manager shall allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete classifications in accordance with this Section.

5.06 CERTIFICATION OF EMPLOYEE ORGANIZATIONS

A. Registered Employee Organizations: Any group of employees that wishes to create a registered employee organization shall file with the General Manager a written application for registration of the employee organization. The application shall include:

1. The name and address of the organization.

2. The names and titles of its officers and mailing address.

3. A designation of one person, including his/her address, to whom notice to the organization may be sent for any purpose.

4. The names of persons who are authorized to act as representatives of the organization in any communications with the District.

5. A statement that the employer organization has, as one of its primary purposes, the responsibility of representing employees in their employment relations with the District.

6. A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national, or international organization, and, if so, the name and address of each such other organization.

7. Certified copies of the employee organization's constitution and bylaws.

8. A statement that the organization does not restrict membership based on race, color, creed, national origin, political affiliation, sex, disability, age, or any other classification prohibited by state or federal law .

9. A list of all District employees who are represented by the organization and their job classifications or position titles.

10. A statement that the employee organization has in its possession proof of employee support as herein defined to establish that a majority of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the District. Such written proof shall be submitted for confirmation to the General Manager or to a mutually agreed upon disinterested third party.

When an employee organization has complied with the requirements of this Section, the General Manager shall register the organization and notify it that it is a registered employee organization.

B. Recognized Employee Organizations: An employee organization or registered employee organization that wishes to become the recognized employee organization of a representation unit or proposed representation unit shall file with the General Manager a petition for certification as a recognized employee organization. The petition shall:

1. Name and provide an address for the representation unit or proposed representation unit which it purports to represent.

2. Be accompanied by proof of support by at least thirty percent (30%) of the employees within the representation unit or proposed representation unit.

Upon receipt of a petition that proposes a new representation unit, the General Manager shall determine whether:

1. There has been compliance with the requirements of the recognition petition, and
2. The proposed representation unit is an appropriate unit.

If the representation unit is appropriate and the proof of support is found to be valid, the General Manager shall accept the petition and give notice of the request for recognition filing thereof to all District employees and shall take no action on said request for thirty (30) days thereafter. Recognized employee organization status shall be granted if the proof of support shows that a majority of the employees in the representation unit or proposed representation unit desire the representation; however, if another labor organization has previously been lawfully recognized as a recognized employee organization of all or part of the same unit, or if more than one labor organization has been proposed as the recognized employee organization, determination of the recognized employee organization shall be made by the State Mediation and Conciliation Service, who shall review the proof of support to verify the status of the employee organization. The General Manager shall engage the State Mediation and Conciliation Service to conduct an election within 30 days of the foregoing notice, or as soon thereafter as the State Mediation and Conciliation Service can conduct it, among the eligible members of the representation unit.

If the General Manager does not accept the petition, it shall notify the petitioning registered employee organization of the reasons therefore in writing. No petition shall be

accepted affecting a representation unit or proposed representation unit for which, within the preceding 12 months, a certification or decertification election was conducted.

C. Election Procedure:

1. When an election is required pursuant to this Section, it shall be conducted by secret ballot in accordance with the procedures and regulations of this section. Eligible voters shall be those employees in the representation unit whose names appear on the payroll immediately prior to the date which ended at least fifteen (15) days before the date of the election, including those shown as on vacation or authorized leaves of absence, and who are employed by the District in the same unit on the date of the election. If the State Mediation and Conciliation Service declines to conduct the election, the Board of Directors will adopt rules for the conduct of election. There shall be no more than one valid election under this Section pursuant to any petition in a 12-month period affecting the same unit.

2. The General Manager shall declare the results of the election in accordance with the following:

   a. When a majority of the eligible employees voting at the election vote to certify an organization, the General Manager shall certify the organization as the recognized employee organization of the representation unit.

   b. When two organizations appear on the ballot and no organization receives a majority of the votes cast, the General Manager shall declare that no organization will be the recognized employee organization of the unit.

   c. When three or more organizations appear on the ballot and no organization receives a majority of the votes cast, the General Manager shall order a runoff election between the two organizations receiving the greatest number of votes, the rules governing an initial election being applicable to a run-off election.

   d. If less than a majority of eligible employees voted, the General Manager shall declare the election void and no further election shall be held based on the petition.

Half of the cost incurred in conducting a certification election shall be borne by the District and the other half shall be divided equally among and be paid by the employee organizations appearing on the ballot.

5.07 EMPLOYEE ORGANIZATIONS' RIGHTS

A. A registered employee organization may represent its members in disputes on wages, hours and any other terms or conditions of employment as allowed by law. A registered employee organization may not present a grievance or dispute in its own name or on behalf of itself. The District is not obliged to meet and confer or enter into a memorandum of understanding with a registered employee organization or with an individual employee.

B. A recognized employee organization may represent itself and/or its members in disputes and grievance matters. Should the recognized employee organization be dissatisfied with the results of such consultations, it has the further right to meet and confer with the General Manager. The scope of representation includes all matters relating to employment conditions and employee relations, including, but not limited to, wages, hours and other terms and conditions of employment. However, the scope of representation shall not include the merit, necessity, or organization of any service or activity provided by law or executive or Board order. If the General Manager and the recognized employee organization reach agreement, they shall jointly prepare a written memorandum of understanding which shall not be binding on the District until it is ratified by the Board of Directors.

C. Officers and/or representatives of recognized employee organizations may petition the General Manager, or designee, in writing for access to work facilities and work locations outside of regular working hours. The petition shall identify where they wish to have access and the purpose for which access is sought. The General Manager shall not unreasonably refuse such petition and will provide to persons granted access an appropriate escort and rules and regulations governing access to District property, consistent with Board of Directors Policy No. 13.

5.08 IMPASSE PROCEDURE

If, after a reasonable period of time of meeting and conferring, a recognized employee organization and the General Manager fail to reach agreement on matters within the scope of representation, either party may declare the existence of an impasse. Upon declaring impasse, a party may ask the California State Conciliation Service to assist the parties in reconciling differences through mediation. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues. All mediation costs shall be borne equally by the District and the recognized employee organization.

If mediation does not resolve the impasse, the employee organization may request to the Public Employment Relations Board (PERB) to submit the impasse to factfinding, pursuant to Government Code sections 3505.4 through 3505.7, no sooner than 30 days, but no more than 45 days, following the appointment or selection of a mediator. Factfinding panel recommendations are only advisory, not binding. All mutually incurred costs for factfinding shall be borne equally by the District and the recognized employee organization (i.e. cost for the services of the panel chairperson).

After applicable mediation and factfinding procedures have been exhausted, the General Manager may take such action regarding the matters in dispute as he/she deems necessary to the public interest, but not earlier than 10 days after the factfinders' written findings of fact and recommended terms of settlement have been submitted to the parties pursuant to Government Code section 3505.5 and following a public hearing regarding the impasse. Any legislative action by the Board of Directors on the matters in dispute shall be final and binding.

5.09 DECERTIFICATION PROCEDURE

A. An employee may present to the General Manager a petition to decertify the recognized employee organization for his/her representation unit. No action may be taken on a petition that is submitted within 12 months of the date of initial certification of a recognized employee organization or of any election to certify or decertify such organization.

B. A decertification petition must be declared by the duly authorized signatory under penalty of perjury to be true, correct, and complete and include the following:

1. The name, address, and telephone number of the petitioning employee and a designated representative authorized to receive notices or requests for further information;

2. The title of the representation unit;

3. The name of the incumbent recognized employee organization for the representation unit sought to be decertified;

4. If another organization is proposed to become the recognized employee organization, the name of such organization and the name, address, and telephone number of its agent;

5. An allegation that the incumbent recognized employee organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto;
6. Proof of support from at least 30 percent of the employees in the representation unit who:
   a. no longer wish to be represented by the incumbent recognized employee organization; and/or
   b. wish to be represented by a different employee organization.

C. Within five business days of receiving a decertification petition, the General Manager shall serve a copy of the petition on the recognized employee organization.

The General Manager shall verify that proof of support for decertification and/or certification of a new recognized employee organization contains the signatures of at least thirty percent (30%) of the employees in the representation unit. Verification shall consist of

confirming that each person identified in a proof of support is in the representation unit and that his/her signature is genuine. Upon verifying proof of support or lack thereof, the General Manager shall so notify the petitioner, the recognized employee organization, and, where applicable, the agent of the proposed new recognized employee organization in writing.

If the General Manager verifies proof of support of at least 30 percent (30%) of the representation unit for more than one proposed new recognized employee organization, each such organization shall be placed on the ballot.

D. Upon verifying appropriate proof of support, the General Manager shall schedule an election, to be conducted no earlier than 21 calendar days and no later than 42 calendar days after verification.

At least 15 calendar days before the scheduled date of the election, General Manager shall post in one or more conspicuous places frequented by members of the representation unit a copy of the decertification petition, notice of the date, time, and place of the election, and a brief statement of the purpose of the election. The notice shall remain posted until the day after the election.

E. If appropriate proof of support was verified for a proposed new recognized employee organization, the ballot shall state the following:

1. Shall the [recognized employee organization] continue to be the recognized employee organization for the [name of representation unit] unit?
   ____ Yes ([recognized employee organization] continues to be the recognized employee organization)
   ____ No ([recognized employee organization] ceases to be the recognized employee organization)

{use when there is only one proposed new representative}

2. If the [recognized employee organization] ceases to be the recognized employee organization, shall the [proposed new recognized employee organization] become the recognized employee organization for the [name of representation unit] unit?
   ____ Yes
   ____ No

{use when there is more than one proposed new representative}

2. If the [recognized employee organization] ceases to be the recognized employee organization, please choose one of the following options:
   ____ [proposed new recognized employee organization #1] becomes the recognized employee organization
   ____ [proposed new recognized employee organization #2] becomes the recognized employee organization

____ [proposed new recognized employee organization #3 (if applicable)] becomes the recognized employee organization
____ No representative

Where more than one proposed new representative appears on the ballot, the order in which each proposed new representative appears shall be determined by lot.

If the election is only to decertify the recognized employee organization, the ballot shall state the following:

Shall the [recognized employee organization] continue to be the recognized employee organization for the [name of representation unit] unit?
____ Yes ([recognized employee organization] continues to be the recognized employee organization)
____ No ([recognized employee organization] ceases to be the recognized employee organization)

F. Elections shall be conducted under the following guidelines:

1) The recognized employee organization may have a representative present at all polling places and during the counting of ballots. The representative shall only observe activities and may not advocate for a particular vote or comment on the tabulation of votes while tabulation is in progress.

2) The proposed new recognized employee organization(s), if any, may have a representative present at all polling places and during the counting of ballots. The representative shall only observe activities and may not advocate for a particular vote or comment on the tabulation of votes while tabulation is in progress.

3) Other than the actual act of voting, no activity shall be conducted within 100 feet of a polling place that advocates for a particular vote.

4) A recognized employee organization shall be decertified if a majority of the representation unit members voting vote to decertify.

5) The votes to certify a proposed new recognized employee organization shall be tabulated only if a majority of those voting vote to decertify the existing recognized employee organization. If the certification votes are tabulated, the proposed new recognized employee organization shall be certified if a majority of the representation unit members voting vote to certify or, if there is more than one new employee organization proposed, the organization receiving the most votes of the representation unit members voting shall be certified.

6) No later than 10:00 a.m. on the day following the election, the General Manager shall post the results of the tabulation of votes at the same location(s) at which notice of the election was posted.

7) A member of the representation unit, an agent of the recognized employee organization, or an agent of the proposed new recognized employee organization may protest the tabulation results within 24 hours of posting of the results. To protest the tabulation results, a person must deliver to the General Manager a letter setting forth all bases for protest. The only acceptable bases for protest are:
   a) Error or fraud in tabulating the ballots
   b) Prohibited advocacy at or within 100 feet of a polling place
   c) A ballot cast by a person who was ineligible to vote
   d) Multiple ballots cast by one person

8) The General Manager shall promptly investigate all protests, if any, before accepting the tabulation results. The General Manager may only reject the tabulation results if one of the bases for protest exists and he/she concludes that the outcome of the election was affected thereby. If the General Manager does not accept the tabulation results, he/she shall schedule a new election.

G. The election results shall be final upon acceptance of the tabulation results by the General Manager following a rejection of any protests or, if no protests are received, following the expiration of the 24 hour protest period. If the recognized employee organization is decertified, the District shall cease to recognize the organization as the representative for the representation unit as of the date the results are final. If a new organization has been certified as the recognized employee organization, the District shall thereafter recognize that organization as the representative of the representation unit. A new recognized employee organization shall be bound by any memoranda of understanding then in place for the representation unit.

5.10 INDIVIDUAL REPRESENTATION

A. Any individual may present a concern relating to working conditions to the General Manager pursuant to the administrative procedures of the District, if any, and have such concern fairly considered, without the participation of a recognized employee organization. The individual may be represented by any person of his/her choosing, including a registered employee organization. Any concerns brought pursuant to this Section is subject to the provisions of Section 5.07(A).

B. If an employee or group of employees who are members of a recognized employee organization present a concern to the General Manager, he/she shall notify an affected recognized employee organization of such concerns within three (3) days of receiving it.

C. The right to individual representation provided above is not intended to nor shall it confer a right to bargain or negotiate individual terms and conditions of employment.

5.11 EMPLOYER-EMPLOYEE COMMUNICATIONS

A. The General Manager shall make available space on a bulletin board or other reasonable means of communication to a recognized employee organization, so that it may communicate with its members. No employee organization literature may be distributed in work areas, nor may any person solicit employees during working time. The General Manager shall communicate to all employees and all registered or recognized employee organizations the contents of this Chapter.

B. Recognized employee organizations may use District facilities for meetings of District employees, provided such meetings are held outside of regularly scheduled working hours for the employees in attendance, space permitting. Recognized employee organizations must obtain permission from the General Manager or designee to use District facilities, as discussed in Section 5.07(C), above.

5.12 INFORMATION REQUESTS

A. A recognized employee organization or a registered employee organization may request that the General Manager provide documents or information that are necessary and relevant to their representation rights, such as the preparation or processing of a grievance, for consulting, or for meeting and conferring. The District shall not, however, be required to provide information in a particular form requested or desired by the requestor.

B. Requests that do not fall within the following parameters are presumed as requesting irrelevant document(s) and/or information, placing the burden on the requesting party to demonstrate its relevance:

1. The document or information was created within the two years preceding the request.
2. The document or information may be retrieved without resulting in an undue burden on the District i.e. retrieval does not require an extraordinary expense or use of staff time the documents or information may be compiled in the manner requested without extraordinary expense or use of staff time, etc.
3. The document or information does not invade the privacy rights of any person who has not consented to their disclosure in writing.

5.13 INTERPRETATION

This Chapter shall be administered and construed as follows:

A. Nothing in this Chapter shall be construed to deny to any person, employee, organization, the District, or any authorized officer, body or other representative of the District, the rights, powers and authority granted by federal or state law.

B. This Chapter shall be interpreted so as to carry out the purposes set forth in Section 5.01.

C. Nothing in this Chapter shall be construed as giving employees or employee organizations the right to participate in, support, cooperate with or encourage, directly or indirectly, a strike, sick-out, other total or partial stoppage or slowdown of work, or any unlawful concerted action. In consideration of and as a condition of employment by the District, employees recognize that any such actions by them are in violation of their conditions of employment except as expressly otherwise provided by legally preemptive state or contrary local law. District employees who engage in such actions shall be subject to disciplinary action, up to and including termination, and/or may be deemed to have abandoned their employment, and may be replaced, to the extent such actions are not prohibited by preemptive law. Employee organizations that engage in such acts may lose all rights accorded them under this Chapter for a period of up to one year from the last such act.

5.14 AMENDMENTS

After consulting with recognized and registered employee organizations, the Board may from time to time amend this Chapter.

5.15 SEVERABILITY

If any provision of this Chapter, or the application of such provision to any persons or circumstances, is held invalid, the remainder of this Chapter, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

AMENDED AND RESTATED
EMPLOYMENT CONTRACT BETWEEN
THE OTAY WATER DISTRICT AND
MARK WATTON, GENERAL MANAGER

This Employment Contract (the "Contract") is made and entered into this 3rd day of September, 2014 by and between the Otay Water District ("District"), a municipal water district ("District"), and Mark Watton ("Watton") for the position of General Manager of the District.

NOW THEREFORE, in consideration of the covenants, representations and mutual promises contained herein, and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, District and Watton agree as follows:

1. PRIOR AGREEMENTS. This Contract supersedes all prior employment contracts and agreements between Watton and District, and Watton relinquishes his rights thereunder, except as expressly set forth herein.

2. TERM OF AGREEMENT. This Contract shall commence on the 3rd of September, 2014 and shall remain in effect to September 3, 2017 (the "Term"), unless earlier terminated by either party in accordance with the provisions of this Contract. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the District's Board of Directors ("Board") to extend this Contract by written agreement of the parties.

3. AT WILL STATUS. Notwithstanding the term of this Contract, Watton holds his position at the pleasure of the Board and is an "at will employee," as that term is commonly understood. Subject to the termination provisions set forth herein, the Board may, therefore, elect to terminate Watton's employment at any time, for any reason or no reason, as long as there is no violation of law or of the public policy of the State of California.

4. POSITION AND DUTIES. The Board hereby appoints Watton as the General Manager of the District to perform, on a full-time basis, the duties and functions specified in the California Water Code, the District's Code of Ordinances, policies, ordinances, resolutions and any other provisions of District applicable to the General Manager position, as well as any other legally permissible functions and duties as the Board shall from time to time assign to Watton. Pursuant to all applicable laws, the Board shall have the authority to determine the specific duties and functions that Watton shall perform. The Board shall from time to time evaluate Watton's performance, including the means and manner that he uses to perform his duties, including, but not limited to, an annual evaluation as set forth in Section 7 herein. Watton shall devote all his business time, skill, attention and best efforts to the discharge of his duties and functions as General Manager of District.

5. OUTSIDE PROFESSIONAL ACTIVITIES. Notwithstanding Section 4, above, Watton may participate in and carry out any business or professional activities he deems appropriate, including activities for which he may receive compensation, as long as such activities are performed during his off-duty hours and provided that such activities do not interfere with his duties as established hereunder and do not represent a conflict of interest as to District.

6. COMPENSATION AND FRINGE BENEFITS. District shall compensate Watton during the Term and provide Watton with all fringe benefits provided to other management employees of the District (as may be amended from time to time by the Board).

a. Base salary. Base annual salary of $220,593 for services rendered from the date hereof. Said compensation shall be paid bi-weekly.

b. Medical/Dental Benefits. Watton shall receive medical and dental benefits through District's medical plan for Watton and any dependents to the same extent as provided to other District management/executive employees. In consideration of Watton's prior service to the District as a member of the Board of Directors, these benefits will be calculated as if Watton had commenced employment with the District beginning January 1, 1983.

c. Sick Leave and Vacation. Watton shall be entitled to thirty (30) vacation and fifteen (15) sick days per year.

d. Public Employees Retirement System. District shall enroll Watton in the Public Employee's Retirement System (PERS) under the same terms provided to other District management/executive employees, including the requirement that, pursuant to Board Resolution No. 4182, effective July 1, 2012, such employees pay eight percent (8%) towards their employee's contribution to PERS.

e. Life Insurance. Watton shall receive the same life insurance benefits provided to other District management/executive level employees.

f. Automobile. Watton's duties require the use of an automobile. Watton shall provide said automobile and pay all costs for operation, maintenance, repair or replacement required for such automobile. In addition, Watton shall maintain all liability, property damage and other insurance as required by law. However, Watton may be reimbursed for mileage traveled as part of his duties at the then-applicable Internal Revenue Service rate.

g. Electronic Devices. Watton requires the use of a portable electronic communication device for electronic correspondence or other non-telephonic purposes. District shall provide such a device as well as services equivalent to those provided to other District management/executive level employees.

h. Memberships and Subscriptions. District shall budget and pay professional dues and subscriptions on behalf of Watton which are reasonably necessary for Watton's continued participation in national, regional, state or local associations and organizations necessary and desirable for Watton's continued professional participation, growth and advancement or for the good of the District. District shall

budget and pay for the professional dues and subscriptions to such additional organizations as approved by the Board.

i. Travel Expenses. District shall budget and pay travel and subsistence expenses of Watton for official travel, meetings and occasions reasonably adequate to continue the professional development of Watton and reasonably pursue necessary official and other functions for the District, as approved by the Board.

j. Reimbursement/Other Fringe Benefits. District shall also reimburse Watton for all other reasonable business expenses incurred by him on behalf of the District. Watton shall be entitled to maintain a District credit card for District expenses.

k. Additional Contribution to 457 Retirement Account. The District shall contribute to a Section 457 retirement account designated by Watton an annual amount equal to one percent (1%) of Base Salary.

7. PERFORMANCE EVALUATION. The Board may conduct an evaluation of Watton's performance at any time. However, it shall be Watton's responsibility to schedule a performance evaluation to be conducted on or around July 1st of every calendar year while this Contract remains in effect. At the conclusion of each performance evaluation held on or about July 1st, the Board may consider a one year extension to this Contract by written amendment.

8. SEVERANCE OF THE EMPLOYMENT RELATIONSHIP.

a. Termination by Mutual Consent. This Contract may be terminated at any time by mutual agreement of the parties, as evidenced by a separate written agreement.

b. Termination At-Will. District may terminate this Contract "at-will" for any reason or no reason. Any such termination shall be in writing with at least thirty (30) days notice to Watton.

Watton may voluntarily terminate this Contract at any time, for any reason or no reason, provided that he shall give the President of the Board no less than sixty (60) days written notice prior to the effective date of termination and, further, provided that Watton shall continue to fulfill his duties until a replacement has been appointed by the Board.

Upon termination, either voluntary or involuntary, Watton shall continue to receive compensation and fringe benefits due under the Contract through the effective date of termination, plus any accrued and unused sick and vacation days consistent with District Policies.

9. SEVERANCE PAYMENT. In the event District terminates Watton's employment, other than for misconduct as described in further detail below, Watton shall be compensated as follows, subject to the provisions of Government Code section 53260:

a. Severance compensation equal to 12 months of the annual salary then in effect will be paid by District in same manner as if Watton was still employed by District, provided that, if the remaining term of Watton's Contract is less than 12 months, the maximum severance compensation that Watton may receive shall be an amount equal to Watton's monthly salary multiplied by the number of months left on the unexpired term of the Contract.

b. Watton shall continue to accrue, for the same time period for which Watton may receive severance compensation, per subsection (a), above, medical, dental and insurance benefits, as if Watton was still employed by District. All other benefits terminate effective the date of termination.

Notwithstanding any other provision of this Contract, Watton shall not be entitled to Severance or any other payment if the District terminates this Contract due to Watton's misconduct. Misconduct means, for purposes of this Contract, violation of any criminal law committed at any time (except minor traffic offenses), any act of gross negligence or malfeasance. If Watton terminates his employment, the District shall not make any severance payment to Watton.

10. INDEMNIFICATION. District agrees to defend, hold harmless and indemnify Watton from any demands, claims, actions, suits, or legal proceedings brought against Watton for any incident arising out of the course and scope of his employment provided, however, that if the District is providing defense for Watton on a matter which the Board deems in the best interest of the District to settle, Watton agrees to assume full responsibility for his own defense should he pursue the matter further. This indemnification provision shall not apply to any action brought against Watton for a breach of or dispute arising out of this Contract, nor to willful and wanton conduct giving rise to civil or criminal liability, or any violation of federal, state, county, or local laws or regulations. This indemnification provision shall be interpreted consistent with state laws restricting the indemnification of public officials.

11. ENTIRE AGREEMENT; AMENDMENT. This Contract is the full and complete Agreement between the parties hereto. Any amendment, modifications or variations from the terms of this Contract shall be in writing and shall be effective only upon the approval of the Board and execution by Watton.

12. GOVERNING LAW. This Contract will be governed and construed in accordance with the laws of the State of California.

13. NO WAIVER. No failure, by either party, to enforce any provision(s) of this Contract will be construed in any way as a waiver of such provision(s), nor prevent that party from enforcing each and every other provision hereof.

14. SAVINGS CLAUSE. The invalidity or unenforceability of any provision(s) of this Contract will not affect the validity or enforceability of the other provision hereof.

15. HEADINGS. Paragraph headings used in this Contract are for convenience only and shall not be considered part of the terms of this Contract.

16. COUNTERPARTS. District and Watton may execute this document in separate counterparts. Should that occur, this Contract is as valid and binding as if it was executed on a single copy.

IN WITNESS WHEREOF, we affix our signatures to this Contract as the full and complete understanding of the relationship between the parties.

OTAY WATER DISTRICT

_____
PRESIDENT, BOARD OF DIRECTORS

_____
MARK WATTON
GENERAL MANAGER

APPROVED AS TO FORM:

_____
Daniel R. Shinoff
General Counsel

Stutz Law San Diego/4344/2/K/S0198573.DOC

AGENDA ITEM 10a

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	September 3, 2014
SUBMITTED BY:	Stephen Beppler Senior Civil Engineer Bob Kennedy Engineering Manager	PROJECT:	Various DIV. NO. All
APPROVED BY:	☒ Rod Posada, Chief, Engineering ☒ German Alvarez, Assistant General Manager ☒ Mark Watton, General Manager		
SUBJECT:	Award of Two (2) As-Needed Engineering Design Services Contracts for Fiscal Years 2015 and 2016		

GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board of Directors (Board) award two (2) professional As-Needed Engineering Design Services contracts to Arcadis and Psomas and authorize the General Manager to execute two agreements with Arcadis and Psomas, each in an amount not-to-exceed $300,000 for Fiscal Years 2015 and 2016. The total amount of the two contracts will not exceed $300,000.

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To obtain Board authorization for the General Manager to enter into professional As-Needed Engineering Design Services contracts with Arcadis and Psomas, with each contract in an amount not-to-exceed $300,000 for Fiscal Years 2015 and 2016. The total amount of the two contracts will not exceed $300,000.

Historically, a single firm has been selected to provide as-needed consulting services. However, staff is looking for ways to increase production and value for the District. Selecting multiple engineering firms will allow the District to solicit task proposals from the two firms and evaluate the value to the District based on the design team strength, schedule to complete the task, and

ultimately the cost for the design effort. This is a pilot selection program and the effectiveness of selecting multiple consulting firms will be evaluated to determine if this should be done for other design disciplines in the future.

ANALYSIS:

The District will require the services of a professional engineering design consultant on an as-needed basis in support of Capital Improvement Program (CIP) projects for Fiscal Years 2015 and 2016. It is more efficient and cost effective to issue an as-needed contract for engineering design which will provide the District with the ability to obtain consulting services in a timely and efficient manner. This concept has also been used in the past for other disciplines such as construction management, geotechnical, electrical, and environmental services.

The District staff will identify tasks and request cost proposals from the two consultants during the contract period. Each consultant will prepare a detailed scope of work, schedule, and fee for each task order, with the District evaluating the proposals based upon qualifications and cost. The District will enter into negotiations with the consultants, selecting the proposal that has the best value for the District. Upon written task order authorization from the District, the selected consultant shall then proceed with the project as described in the scope of work.

The CIP projects that are estimated to require engineering design services for Fiscal Years 2015 and 2016, at this time, are listed below:

CIP	DESCRIPTION	ESTIMATED COST
P2453	SR-11 Utility Relocations	$50,000
P2551	Blossom Lane Interconnection	$25,000
P2552	South Barcelona Interconnection	$25,000
R2048	Otay Mesa Distribution Pipelines	$15,000
R2116	14-inch Recycled Forcemain Assessment and Repair	$35,000
R2117	RWCWRF Contact Basin Expansion PDR	$75,000
S2033	Sewer System Rehabilitation	$50,000
	TOTAL:	**$275,000**

The engineering design services scopes for the above projects are estimated from preliminary information and past projects. Staff believes that a $300,000 cap on each of the As-Needed Engineering Design Services contracts is adequate, while still providing a buffer.

Fees for professional services will be charged to the CIP projects or to the Fiscal Year Operations budget.

The As-Needed Engineering Design Services contracts do not commit the District to any expenditure until a task order is approved to perform the work. The District does not guarantee work to the consultants, nor does the District guarantee to the consultants that it will expend all of the funds authorized by the contract on professional services.

The District solicited engineering design services by placing an advertisement on the Otay Water District's website on April 25, 2014 and with various other publications including the San Diego Daily Transcript. Thirteen (13) firms submitted a Letter of Interest and a Statement of Qualifications. The Request for Proposal (RFP) for Engineering Design Services was sent to all thirteen (13) firms resulting in six (6) proposals received on June 12, 2014. They are as follows:

- Arcadis (Carlsbad, CA)
- J.C. Heden / Dudek (San Diego, CA/Encinitas, CA)
- Lee & Ro (San Diego, CA)
- NV5 (Nolte Associates) (San Diego, CA)
- Psomas (San Diego, CA)
- Tran Consulting Engineers (San Diego, CA)

Firms that submitted Letters of Interest, but did not propose, were Atkins, Landmark, Nasland, KEH, CivilSource and Rick Engineering.

In accordance with the District's Policy 21, Staff evaluated and scored all written proposals and interviewed the top six (6) firms on July 14, 2014. Arcadis and Psomas received the highest scores based on their experience, understanding of the scope of work, proposed method to accomplish the work, and their composite hourly rate. Arcadis and Psomas were the most qualified consultants with the best overall proposal. The District has not previously worked with Psomas on any project, but they are a highly rated company, provide similar services to other local agencies, and are readily available to provide the services required. A summary of the complete evaluation is shown in Attachment B.

Arcadis and Psomas submitted the Company Background Questionnaire as required by the RFP and staff did not find any significant issues. In addition, staff checked their references and performed an internet search on the company. Staff found the references to be excellent and did not find any outstanding issues with the internet search.

FISCAL IMPACT: ☒ Joe Beachem, Chief Financial Officer

The funds for this contract will be expended from a variety of projects, as previously noted above. The fees for professional services requested herein are available in the authorized CIP project budgets. This contract is for as-needed professional services based on the District's need and schedule, and expenditures will not be made until a task order is approved by the District for the consultant's services on a specific CIP project.

Based on a review of the financial budget, the Project Manager anticipates that the budgets will be sufficient to support the professional as-needed consulting services required for the CIP projects noted above.

The Finance Department has determined that the funds to cover this contract are available as budgeted for these projects.

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 District's Vision, "A District that is innovative in providing water services at affordable rates, with a reputation for outstanding customer service."

LEGAL IMPACT:

None.

SB/BK:jf
P:\WORKING\As Needed Services\Engineering Design\FY 2015-2016\Staff Report\BD_09-03-14_Staff Report_Award of As-Needed Engineering Design Services (SB-BK).docx
Attachments: Attachment A – Committee Action
Attachment B – Summary of Proposal Rankings

ATTACHMENT A

SUBJECT/PROJECT:	
Various	Award of Two (2) As-Needed Engineering Design Services Contracts for Fiscal Years 2015 and 2016

COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee (Committee) reviewed this item at a meeting held on August 14, 2014, and the following comments were made:

- Staff recommended that the Board award two (2) professional As-Needed Engineering Design Services contracts to Arcadis and Psomas and authorize the General Manager to execute two agreements with Arcadis and Psomas, each in an amount not-to-exceed $300,000 for Fiscal Years 2015 and 2016. The total amount of the two contracts will not exceed $300,000.

- Staff stated that the District has always selected a single firm to provide as-needed consulting services. However, staff looked at other alternatives to increase production and value for the District while maintaining responsiveness. Staff believes that selecting multiple engineering firms will allow the District to solicit task proposals from the two firms and evaluate the value to the District based on the design team strength, schedule to complete the task, and ultimately the cost for the design effort. It was noted that this action is a pilot program and the effectiveness of selecting multiple consulting firms will be evaluated to determine if this should be done for other design disciplines in the future.

- Consultants will provide professional engineering design services in support of the District’s Capital Improvement Program (CIP) projects including sewer replacements, interjurisdictional water system interconnections, utility relocations, and improvements at the Ralph W. Chapman Water Reclamation Facility.

- It was indicated that the District will identify tasks and request cost proposals from the two consultants during the contract period. The District will evaluate the proposals based upon qualifications and cost and then enter into negotiations with the consultants, selecting the proposal that has the best value for the District. Upon written task order authorization from the District, the selected consultant shall then proceed with the project as describe in the scope of work.

- Staff stated that a list of possible CIP projects is provided on Page 2 of the staff report. It was noted that a buffer of approximately $25,000 is included in the contract amounts.

- The selection process was discussed, which staff indicated that six (6) proposals were received by the District. Staff evaluated, interviewed, and scored all proposals in accordance with Policy 21. Results of the selection process are provided in Attachment B of the staff report.

- Staff indicated that Arcadis and Psomas received the highest overall scores based on their experience, proposed method to accomplish the work, and their combined hourly rate. Fees were evaluated by comparing billing rates for the following 7 positions:

    - Principal Engineer
    - Associate Principal Engineer
    - Project Manager
    - Project Engineer II
    - Project Engineer I
    - Technician/Drafter
    - Office Support

- It was discussed that the District has not previously worked with Psomas on any projects, but they are a highly rated company and provide similar services to other local agencies including the City of La Mesa. Arcadis has provided services for the District in the past, including the Wastewater Management Plan and Rancho Del Rey Water Treatment Plant Support Services. Both firms are readily available to provide the services required.

- The Committee supported to work with Arcadis again and also work with Psomas for as-needed engineering design services. This is an advantage to the District because if one firm is not available or suitable for a project, the District has the option to assign it to the other firm.

Upon completion of the discussion, the committee received staffs' report and supported presentation to the full board as a consent item.

ATTACHMENT B
SUMMARY OF PROPOSAL RANKINGS
As-Needed Engineering Design - FY2015-16

		WRITTEN								ORAL							REFERENCES
		Qualifications of Team	Responsiveness and Project Understanding	Technical and Management Approach	**INDIVIDUAL SUBTOTAL - WRITTEN**	**AVERAGE SUBTOTAL - WRITTEN**	Proposed Rates*	Consultant's Commitment to DBE	**TOTAL - WRITTEN**	Additional Creativity and Insight	Strength of Project Manager	Presentation and Communication Skills	Responses to Questions	INDIVIDUAL TOTAL - ORAL	AVERAGE TOTAL ORAL	**TOTAL SCORE**	
MAXIMUM POINTS		**30**	**25**	**30**	**85**	**85**	**15**	**Y/N**	**100**	**15**	**15**	**10**	**10**	**50**	**50**	**150**	**Poor/Good/ Excellent**
Arcadis	*Howard Almgren*	25	19	23	67	74	1	Y	75	11	13	9	9	42	45	120	Excellent
	Kevin Cameron	28	23	27	78					13	14	9	8	44			
	Bob Kennedy	27	23	27	77					13	14	9	8	44			
	Dan Martin	27	23	27	77					14	14	10	9	47			
	Kent Payne	27	24	22	73					14	14	9	9	46			
Lee & Ro	*Howard Almgren*	21	19	23	63	62	2	Y	64	11	10	8	7	36	34	98	
	Kevin Cameron	20	17	19	56					10	9	7	6	32			
	Bob Kennedy	23	20	23	66					10	11	7	6	34			
	Dan Martin	22	20	22	64					11	10	7	7	35			
	Kent Payne	19	20	21	60					8	12	8	4	32			
Psomas	*Howard Almgren*	28	21	28	77	76	6	Y	82	13	14	8	8	43	44	126	Excellent
	Kevin Cameron	28	24	28	80					13	14	10	9	46			
	Bob Kennedy	26	22	25	73					13	14	9	8	44			
	Dan Martin	27	23	28	78					14	14	9	9	46			
	Kent Payne	21	23	27	71					13	14	8	8	43			
J.C. Heden / Dudek	*Howard Almgren*	28	24	28	80	77	5	Y	82	11	11	7	6	35	35	117	
	Kevin Cameron	27	24	27	78					13	12	7	5	37			
	Bob Kennedy	27	23	27	77					11	12	7	6	36			
	Dan Martin	27	23	27	77					11	12	7	7	37			
	Kent Payne	27	23	22	72					8	10	7	5	30			
NV5	*Howard Almgren*	23	19	23	65	68	7	Y	75	13	14	8	8	43	43	118	
	Kevin Cameron	25	23	25	73					13	13	9	8	43			
	Bob Kennedy	25	21	25	71					12	13	8	7	40			
	Dan Martin	25	20	25	70					14	13	9	9	45			
	Kent Payne	19	20	24	63					14	13	9	8	44			
Tran Consulting	*Howard Almgren*	21	23	24	68	66	15	Y	81	12	12	7	7	38	35	116	
	Kevin Cameron	22	20	23	65					12	13	6	5	36			
	Bob Kennedy	24	20	23	67					10	11	7	5	33			
	Dan Martin	23	21	24	68					12	12	6	6	36			
	Kent Payne	19	21	24	64					10	11	5	5	31			

RATES SCORING CHART

Consultant	Rate	Position	Score	Consultant	Rate	Position	Score
Arcadis	$1,116	lowest	1				
Lee & Ro	$1,079	fifth	2				
Psomas	$960	third	6				
J.C. Heden / Dudek	$985	fourth	5				
NV5	$925	second	7				
Tran Consulting	$660	highest	15				

**The fees were evaluated by comparing rates for seven positions. The sum of these rates are noted on the table to the left.*
Note: Review Panel does not see or consider rates when scoring other categories. Rates are scored by the PM, who is not on Review Panel.

AGENDA ITEM 10b

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	September 3, 2014
SUBMITTED BY:	Dan Martin Engineering Manager	PROJECT:	DIV. NO. 5
APPROVED BY:	☒ Rod Posada, Chief of Engineering ☒ German Alvarez, Assistant General Manager ☒ Mark Watton, General Manager		
SUBJECT:	Request Authorization for the General Manager to Execute and Record Grant Deeds Necessary to Perfect Title on the Otay Water District (APN 597-041-50-00) and the Gore (APN 597-041-51-00) Properties		

GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board of Directors (Board) authorize the General Manager to execute and record grant deeds necessary to perfect Title on the District (APN 597-041-50-00) and Gore (APN 597-041-51-00) properties in substantially the same form as shown in Exhibits B1 through B4 attached.

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To exchange property and finalize the boundary adjustments established with Certificates of Compliance between the District and Gore recorded with the County of San Diego on October 14, 2004 through the execution and recordation of grant deeds.

ANALYSIS:

The District purchased a parcel of land located at the northeast corner of Highway 94 and Hillside Drive in Jamul (APN 597-041-50-00) in 1993 from Crossroads Development. In May of 2000, the District subdivided this land and sold a parcel to a Mr. and Mrs. Gore (Gore)

(APN 597-041-51-00). The location of these parcels is shown in Exhibits A1 and A2.

In February 2004, District staff discovered and confirmed an administrative error in the grant deed to Gore that has resulted in Gore building residential improvements that encroached on the District's property. The District approved staff to correct the administrative error and resolve the encroachment issue by processing a Boundary Adjustment Plat and Certificate of Compliance (B/C Plat No. 04-0192) with the San Diego County Department of Planning and Land Use (Exhibit C). The Certificate of Compliance was recorded with the County on October 14, 2004. As part of the process to perfect the Title of the subject properties, the County of San Diego requires that parties exchange grant deeds after Certificates of Compliance are recorded to finalize the boundary adjustment process. As staff reviewed the District's property (APN 597-041-50-00) in preparation to surplus the property, staff discovered that grant deeds were never exchanged between Gore and the District. As a result, the boundary adjustment process for these properties has not been finalized.

Staff has prepared the grant deeds (Exhibits B1 through B4) necessary to finalize the boundary adjustment as included in the recorded Certificate of Compliance between the District and Gore. The boundary adjustment between the District and Gore will be an equal land trade of 0.24 acres. The grant deeds shown as Exhibits B1 and B2 complete the exchange of property between the District and Gore, respectively. The grant deeds shown as Exhibits B3 and B4 memorialize the Lot Line Adjustment as contained in the recorded Certificate of Compliance and will finalize the boundary adjustment.

Staff contacted the County appraiser for the Gore property and inquired about any impacts that may result through the completion of this process. The County Appraiser informed staff that the Gore property would not be reassessed at the time the boundary adjustment with certificate of compliance is finalized.

Staff has reached out to Mr. Gore and sent draft copies of the grant deeds. Mr. Gore is currently reviewing the information. Staff also contacted the County appraiser for the Gore property and inquired about any impacts that may result through the completion of this process. The County Appraiser informed staff that the Gore property would not be reassessed at the time the boundary adjustment with certificate of compliance is finalized.

FISCAL IMPACT: ☒ Joe Beachem, Chief Financial Officer

No fiscal impact.

STRATEGIC GOAL:

This item supports the District's strategic goals to ensure financial health through formalized policies, prudent investing, and efficient operations.

LEGAL IMPACT:

None.

DM/RP:jf
P:\Public-s\STAFF REPORTS\2014\BD 09-03-14\BD 09-03-14, Staff Report, Hillside Grant Deed Exchange Report, (DM-RP).docx

Attachments: Attachment A – Committee Action
Exhibits A1 and A2 - Location Maps
Exhibit B1 – Grant Deed (District exchange to Gore)
Exhibit B2 – Grant Deed (Gore exchange to District)
Exhibit B3 – Grant Deed (District Lot Line Adjustment)
Exhibit B4 – Grant Deed (Gore Lot Line Adjustment)
Exhibit C – B/C Plat No. 04-0192

ATTACHMENT A

SUBJECT/PROJECT:	Request Authorization for the General Manager to Execute and Record Grant Deeds Necessary to Perfect Title on the Otay Water District (APN 597-041-50-00) and the Gore (APN 597-041-51-00) Properties

COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee (Committee) reviewed this item at a Committee Meeting held on August 14, 2014, and the following comments were made:

- Staff recommended that the Board authorize the General Manager to execute and record grant deeds necessary to perfect Title on the District (APN 597-041-50-00) and Gore (APN 597-041-51-00) properties in substantially the same form as shown in Exhibits B1 through B4 attached to the staff report.

- Staff stated that the District subdivided its land in May of 2000 and sold a parcel to Mr. and Mrs. Gore. In 2004, the District discovered and confirmed an administrative error in the grant deed to Gore that has resulted in Gore building residential improvements that encroached on the District's property.

- On October 14, 2004, a Certificate of Compliance was recorded with the County to correct the administrative error and resolve the encroachment issue. See Exhibit C for details.

- It was indicated that the County required parties to exchange grant deeds after Certificates of Compliance are recorded to finalize the boundary adjustment process. Staff discovered that the grant deeds were never exchanged between the District and Gore. As a result, the boundary adjustment process for these properties has not been finalized in the eyes of the County of San Diego.

- Staff prepared the grand deeds (Exhibits B1 through B4) necessary to finalize the boundary adjustment as included in the recorded Certificate of Compliance between the District and the Gores. It was noted that the boundary adjustment will be an equal land trade of 0.24 acres.

- The grant deeds shown as Exhibits B1 and B2 complete the exchange of property between the District and Gore, respectively. The grant deeds shown as Exhibits B3 and B4 memorialize the Lot Line Adjustment as contained in the recorded Certificate of Compliance and will finalize the boundary adjustment.

- It was noted that the District reached out to Mr. Gore and sent copies of the grant deeds and he is currently reviewing the information. It was also noted that the County Appraiser informed staff that the Gore property would not be reassessed at the time the boundary adjustment with certificate of compliance is finalized.

- Staff highlighted that this action would complete a process that was started in 2004 to perfect the title as requested by the County of San Diego and prepare the property for sale.

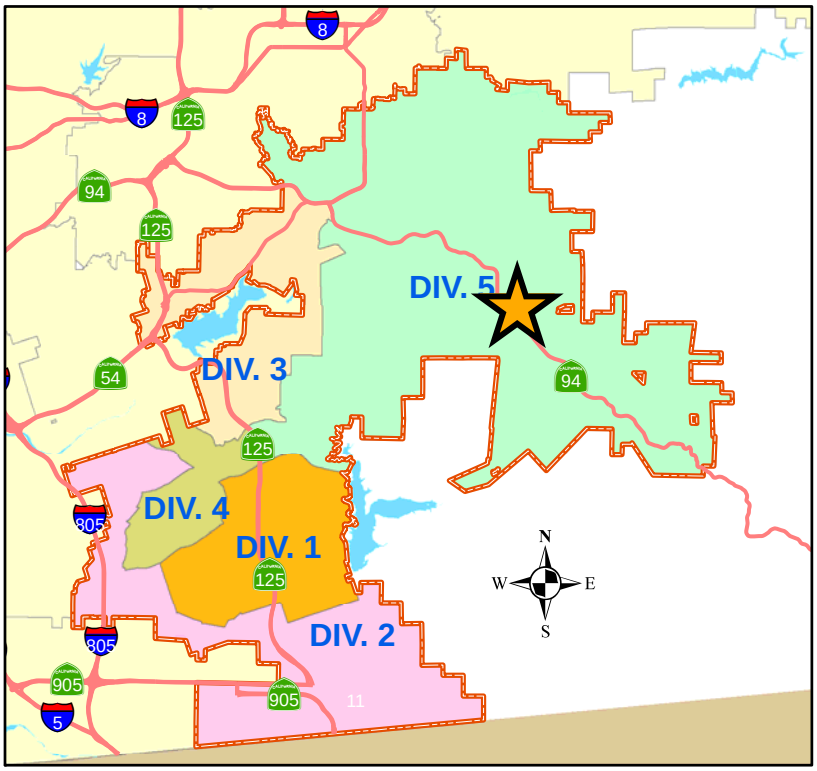
Upon completion of the discussion, the committee received staffs' report and supported presentation to the full board as a consent item.

Exhibit A1
Hillside Drive & Campo Road

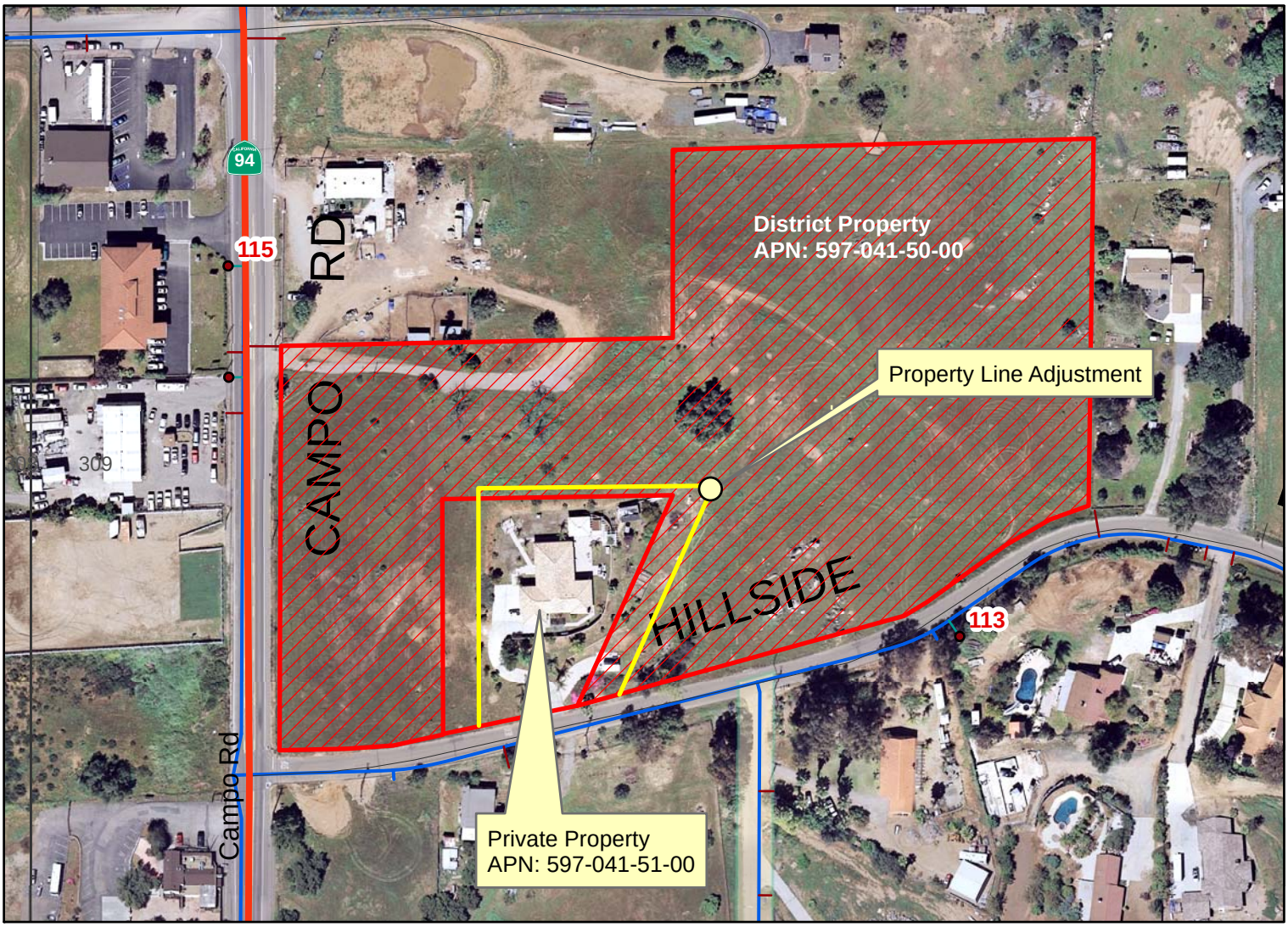
DEVELOPER:	N/A
PROJECT#:	N/A
APN:	597-041-50-00
AREA:	7.82 Acres
ADDRESS:	0 Campo Rd, Jamul CA 91935
OWNER:	Otay Water District
DIR:	DIV. 5
WID:	ID 9
DATE:	8/6/2014

0 70 140 280 420 560 Feet

VICINITY MAP



LOCATION MAP



LOCATION MAP
Exhibit A2
Hillside Drive & Campo Road

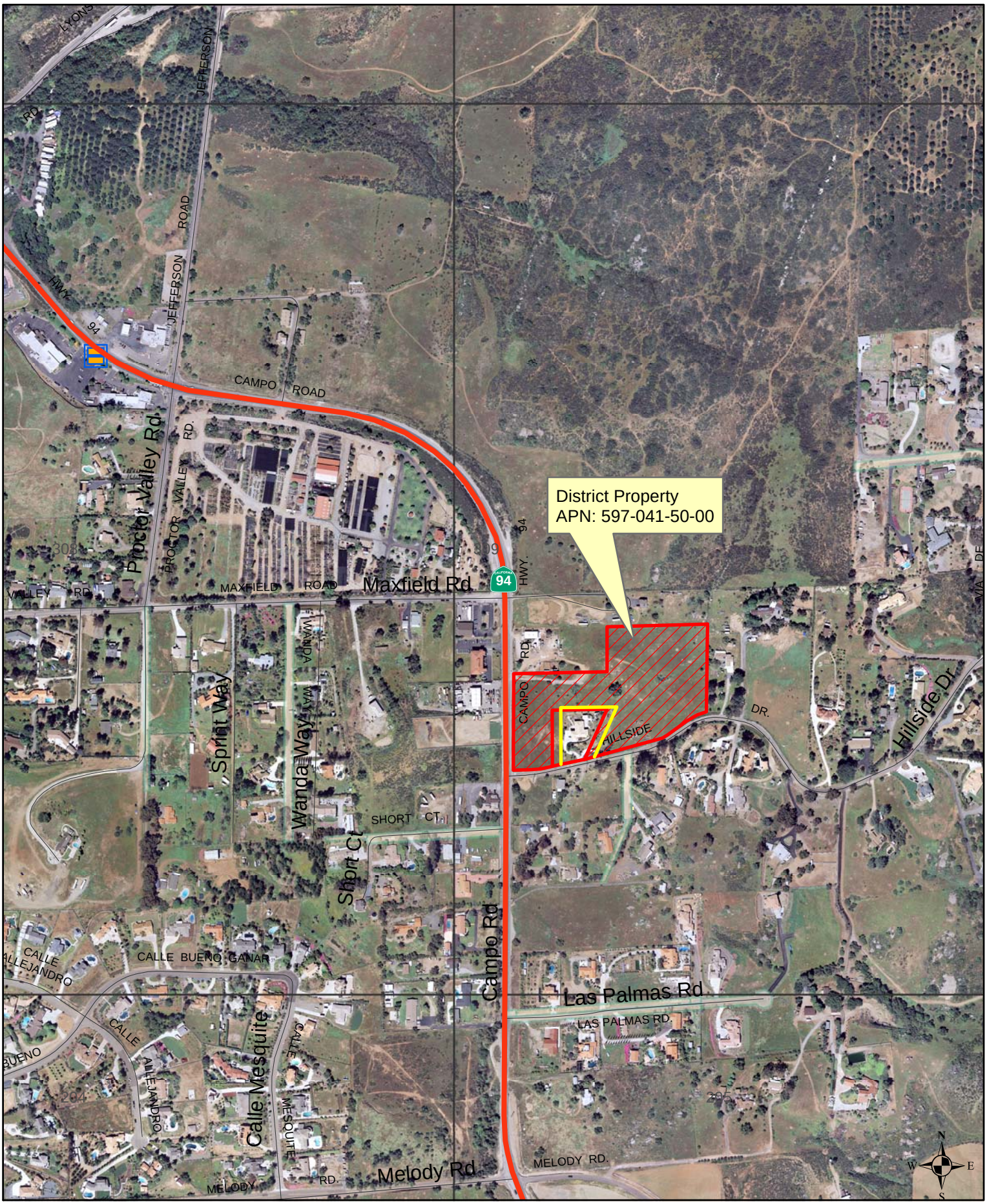


EXHIBIT B1

RECORDING REQUESTED BY:
Otay Water District
2554 Sweetwater Springs Blvd.
Spring Valley, Ca 91978

WHEN RECORDED RETURN TO:
Otay Water District
2554 Sweetwater Springs Blvd.
Spring Valley, Ca 91978

APN No. 597-041-50-00

(Space above this line reserved for Recorder's use only)

GRANT DEED
FOR LOT LINE ADJUSTMENT PURPOSES

The undersigned grantor(s) declare(s):
Documentary transfer tax is $_____ City Tax is $ EXEMPT
( ) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at the time of sale.
( ) Unincorporated area: _____ ( ) City of _____
(X) Realty not sold.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Otay Water District, hereby GRANTS to Judy Gore, the following described real property in the County of San Diego, State of California:

SEE **EXHIBIT "A" & "B"** ATTACHED HERETO AND MADE A PART HEREOF

This grant deed is recorded pursuant to California Government Code Section 66412 (d) and is not intended to create a separate parcel, but rather to be merged with the Grantee's contiguous property to create a single legal parcel within the meaning of California Civil Code Section 1093 all as a result of that certain Lot Line Adjustment B\C 04-0192 approved by the San Diego County Department of Planning and Land Use, recorded as Certificate of Compliance numbers 2004-0976196 and 2004-0976197, both recorded on October 14, 2004.

_____ Dated:_____

By: Mark Watton
General Manager
Otay Water District

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

GRANTOR'S SIGNATURE ACKNOWLEDGEMENT

State of California)
) ss
County of _____)

On _____ before me, _____
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared

_____
NAME(S) OF SIGNER(S)

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 of Notary Public (Notary Seal)

EXHIBIT "A"

THAT PORTION OF LOT 3 IN SECTION 10, TOWNSHIP 17 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN ON RECORD OF SURVEY MAP NO. 11539, RECORDED MARCH 24, 1988 AS FILE NO. 88-134295 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LAND DESCRIBED IN DEED TO JUDY GORE, RECORDED NOVEMBER 13, 2012, AS DOCUMENT NO. 2012-0705614, OF OFFICIAL RECORDS, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF HILLSIDE DRIVE AS SHOWN ON SAID RECORD OF SURVEY MAP NO. 11539;

THENCE LEAVING SAID RIGHT OF WAY LINE AND ALONG THE EASTERLY LINE OF SAID GORE PROPERTY, NORTH 24°04'31" EAST A DISTANCE OF 235.35 FEET;

THENCE LEAVING SAID EASTERLY LINE AND ALONG THE NORTHELRY LINE OF SAID GORE PROPERTY, SOUTH 87°27'56" WEST A DISTANCE OF 200.02 FEET;

THENCE LEAVING SAID NORTHERLY LINE, NORTH 00°16'58" EAST A DISTANCE OF 10.33 FEET;

THENCE NORTH 87°27'56" EAST A DISTANCE OF 244.73 FEET;

THENCE SOUTH 24°04'31" WEST A DISTANCE OF 235.35 FEET TO SAID RIGHT OF WAY LINE;

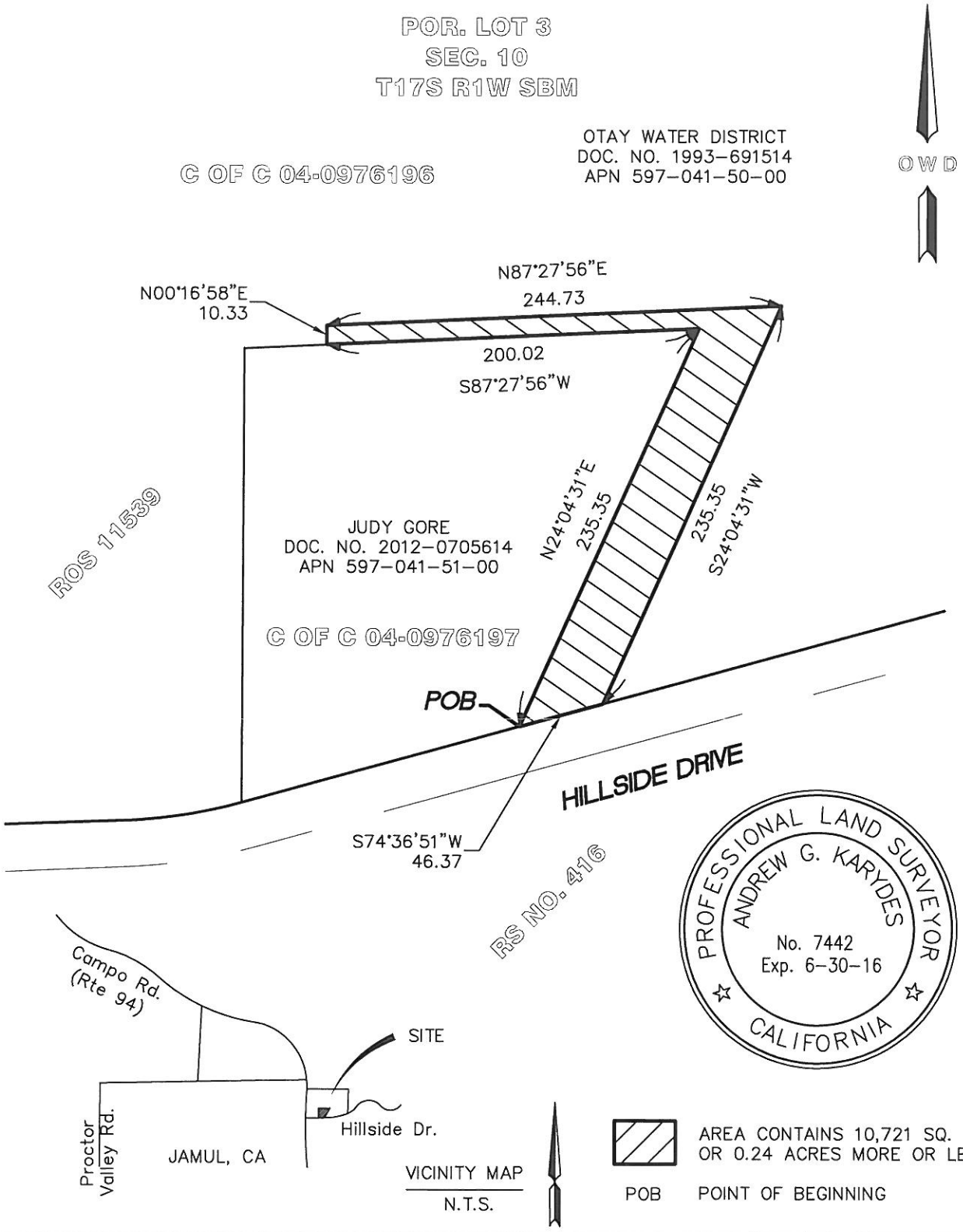
THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 74°36'51" WEST A DISTANCE OF 46.37 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 10,721.46 SQUARE FEET OR 0.24 ACRES, MORE OR LESS.

8/06/14

ANDREW G. KARYDES, L.S. 7442 DATED
EXP. 06/30/16

EXHIBIT "B"



OTAY WATER DISTRICT

2554 SWEETWATER SPRINGS BLVD.
SPRING VALLEY, CA 91978

SCALE:	1'=80'
DRAWN BY:	MO
CIP/DEV NO.:	N/A
DATE:	08/06/2014

EXHIBIT B2

RECORDING REQUESTED BY:
Otay Water District
2554 Sweetwater Springs Blvd.
Spring Valley, Ca 91978

WHEN RECORDED RETURN TO:
Otay Water District
2554 Sweetwater Springs Blvd.
Spring Valley, Ca 91978

APN No. 597-041-51-00

(Space above this line reserved for Recorder's use only)

GRANT DEED
FOR LOT LINE ADJUSTMENT PURPOSES

The undersigned grantor(s) declare(s):
Documentary transfer tax is $_____ City Tax is $ EXEMPT
( ) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at the time of sale.
( ) Unincorporated area: _____ ( ) City of _____
(X) Realty not sold.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Judy Gore, hereby GRANTS to Otay Water District, the following described real property in the County of San Diego, State of California:

SEE **EXHIBIT "A" & "B"** ATTACHED HERETO AND MADE A PART HEREOF

This grant deed is recorded pursuant to California Government Code Section 66412 (d) and is not intended to create a separate parcel, but rather to be merged with the Grantee's contiguous property to create a single legal parcel within the meaning of California Civil Code Section 1093 all as a result of that certain Lot Line Adjustment B\C 04-0192 approved by the San Diego County Department of Planning and Land Use, recorded as Certificate of Compliance numbers 2004-0976196 and 2004-0976197, both recorded on October 14, 2004.

_____ Dated:_____

By: Judy Gore

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

GRANTOR'S SIGNATURE ACKNOWLEDGEMENT

State of California)
) ss
County of _____)

On _____ before me, _____
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared

_____
NAME(S) OF SIGNER(S)

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 of Notary Public (Notary Seal)

DISTRICT CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Deed or Grant to Otay Water District dated _____, _____ from _____ to OTAY WATER DISTRICT, a municipal water district, is hereby accepted by order of the Board of Directors pursuant to the authority conferred by Resolution No. 1829, adopted on February 23, 1981, and the grantee consents to recordation thereof by its duly authorized officer.

Dated:_____

By:_____
Susan Cruz, District Secretary
Otay Water District

EXHIBIT "A"

THAT PORTION OF LOT 3 IN SECTION 10, TOWNSHIP 17 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN ON RECORD OF SURVEY MAP NO. 11539, RECORDED MARCH 24, 1988 AS FILE NO. 88-134295 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LAND DESCRIBED IN DEED TO JUDY GORE RECORDED NOVEMBER 13, 2012, AS DOCUMENT NO. 2012-0705614, OF OFFICIAL RECORDS, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF HILLSIDE DRIVE AS SHOWN ON SAID RECORD OF SURVEY MAP NO. 11539;

THENCE LEAVING SAID RIGHT OF WAY LINE AND ALONG THE WESTERY LINE OF SAID GORE PROPERTY, NORTH 00°16'58" EAST A DISTANCE OF 245.28 FEET;

THENCE LEAVING SAID WESTERLY LINE AND ALONG THE NORTHERLY LINE OF SAID GORE PROPERTY, NORTH 87°27'56" EAST A DISTANCE OF 44.71 FEET;

THENCE LEAVING SAID NORTHELRY LINE, SOUTH 00°16'58" WEST A DISTANCE OF 234.95 FEET TO SAID RIGHT OF WAY LINE;

THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 74°36'51" WEST A DISTANCE OF 46.37 FEET TO THE **POINT OF BEGINNING.**

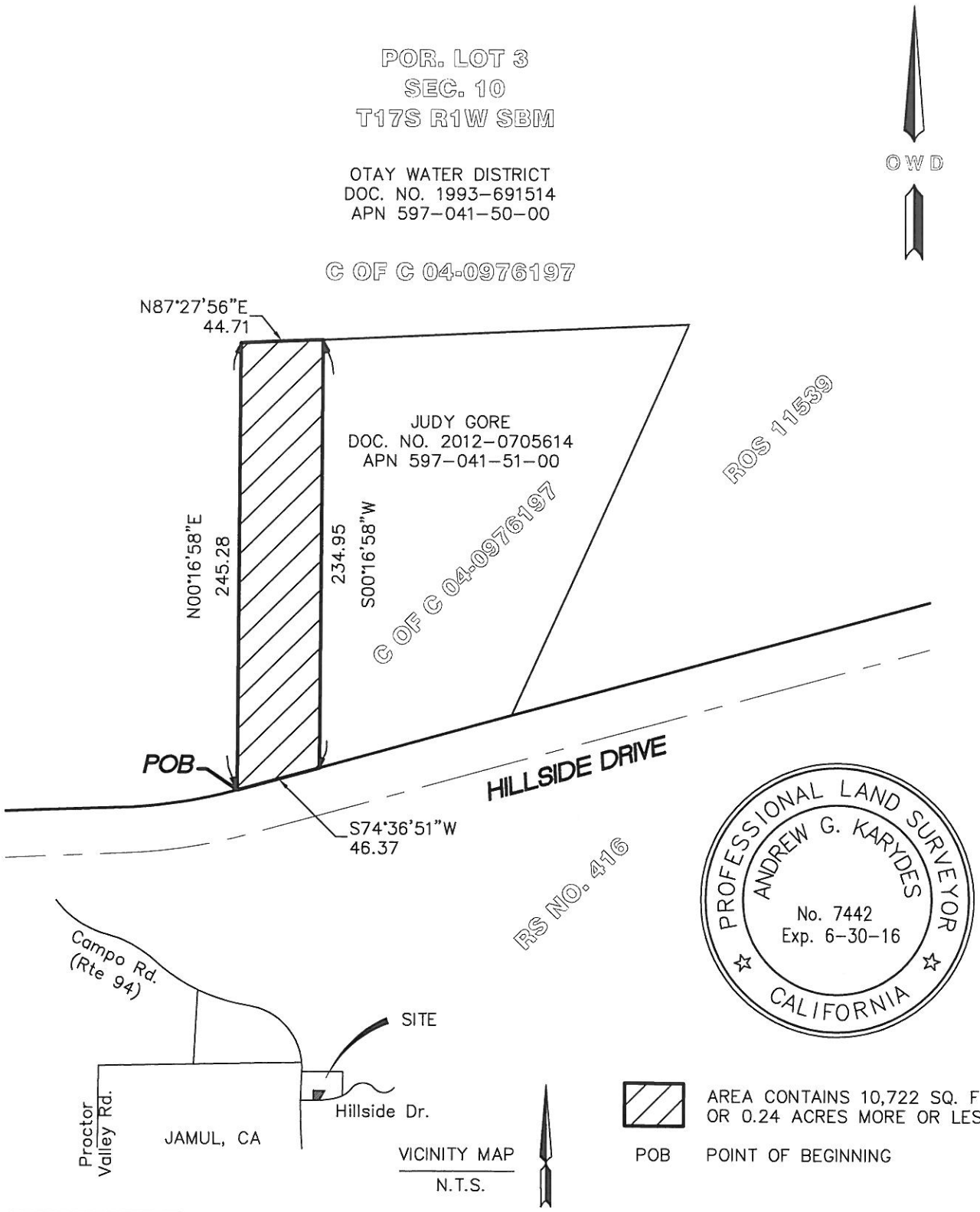
THE ABOVE DESCRIBED PARCEL CONTAINS 10,722.53 SQUARE FEET OR 0.24 ACRES, MORE OR LESS.

PROFESSIONAL LAND SURVEYOR
ANDREW G. KARYDES
No. 7442
Exp. 6-30-16
CALIFORNIA

8/06/14

ANDREW G. KARYDES, L.S. 7442 DATED
EXP. 06/30/16

EXHIBIT "B"



OTAY WATER DISTRICT

2554 SWEETWATER SPRINGS BLVD.
SPRING VALLEY, CA 91978

SCALE: 1'=80'	
DRAWN BY: MO	
CIP/DEV NO.: N/A	
DATE: 08/06/2014	

EXHIBIT B3

RECORDING REQUESTED BY:
Otay Water District
2554 Sweetwater Springs Blvd.
Spring Valley, Ca 91978

WHEN RECORDED RETURN TO:
Otay Water District
2554 Sweetwater Springs Blvd.
Spring Valley, Ca 91978

APN No. 597-041-50-00

(Space above this line reserved for Recorder's use only)

GRANT DEED
FOR LOT LINE ADJUSTMENT PURPOSES

The undersigned grantor(s) declare(s):
Documentary transfer tax is $_____ City Tax is $ EXEMPT
( ) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at the time of sale.
( ) Unincorporated area: _____ ( ) City of _____
(X) Realty not sold.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Otay Water District (Grantor),

hereby GRANTS to

Otay Water District (Grantee),

the following described real property in the County of San Diego, State of California:

Parcel "A" of that certain Certificate of Compliance recorded October 14, 2004 as Document No. 04-0976196 in the Official Records of the San Diego County Recorder, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof.

This grant deed is recorded pursuant to California Government Code Section 66412 (d) and is intended to memorialize that certain Lot Line Adjustment B/C 04-0192 approved by the San Diego County Department of Planning and Land Use, recorded as Certificate of Compliance numbers 2004-0976196 and 2004-0976197, both recorded on October 14, 2004, and to effectuate the adjustment of lot lines for property held in common ownership.

_____ Dated:_____

By: Mark Watton
General Manager
Otay Water District

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

GRANTOR'S SIGNATURE ACKNOWLEDGEMENT

State of California)
) ss
County of _____)

On _____ before me, _____
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared

_____
NAME(S) OF SIGNER(S)

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 of Notary Public (Notary Seal)

EXHIBIT "A"

DOC # 2004-0976196

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

COUNTY OF SAN DIEGO
Department of Planning and Land Use
Attn: ZONING COUNTER
5201 Ruffin Road
San Diego, CA 92123-1666

Mail Station 0650

8240

OCT 14, 2004 10:25 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 16.00
PAGES: 4

2004-0976196

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CERTIFICATE OF COMPLIANCE
(Section 66499.35 of the Government Code)

Not Approved for Development

The Director of Planning and Land Use has determined that the two parcels of real property described below have been divided or have resulted from a division in compliance with the Subdivision Map Act and with provisions of the San Diego County Code adopted pursuant hereto.

This Certificate of Compliance does NOT, however, guarantee that San Diego County will issue a building permit or grant any approval necessary to develop this property. Before San Diego County will issue any permit or grant any approval to develop this property, several conditions, including but not limited to, the following must be met:

1. The Department of Environmental Health must approve the use of a septic system, or the local sewer district must agree to provide sewer service to this parcel.

Owner: PARCEL A: OTAY MUNICIPAL WATER DISTRICT
PARCEL C: JAYAPALA L. SIRIMANNE (A SINGLE MAN)

Description: See Exhibit "A", attached.

NOTE: The description in Exhibit "A", attached, has been provided by the owner of the property and neither the County of San Diego nor any of its officers or employees assume responsibility for the accuracy of said description.

This Certificate of Compliance shall in no way affect the requirements of any other County, State, Federal, or local agency that regulates development of real property.

Date: October 14, 2004

DPL Case No.: C04-0192BA(C)12

Assessor's Parcel No.: 597-041-49, 50

DEPT. OF PLANNING AND LAND USE
GARY L. PRYOR, DIRECTOR

BY:
Susan Porter, Planning Manager

SP:JR:jr

Attachment

DPLU# 344A (Rev. 9/20/99)

EXHIBIT "A"

PARCEL A

A portion of that land in Lot 3 of Section 10, Township 17 South, Range 1 East, San Bernardino Meridian shown on Record of Survey Map No. 11539, in the County of San Diego, State of California, described as follows:

Commencing at the point of intersection of the northerly line of said Lot 3 with the easterly right-of-way line of Campo Road (State Highway 94); thence along said right-of-way line S 0°16'58'' W, 350.00 feet to a point in the southerly line of a parcel of land described in deed to Kenneth P. Rupe, recorded April 18,1986, as file no. 86-151549 of Official Records, said point being the **TRUE POINT OF BEGINNING**; thence leaving said right-of-way, along the southerly line of said Rupe land, N 88°18'28" E 199.98 feet; thence leaving said southerly line N 88°18'28" E 217.93 feet; thence N 0°16'58" E 200.00 feet to the northerly line of land described in deed to Laurence and Helen Van Norman, recorded February 18, 1983 as file no. 83-053734 of Official Records; thence along said northerly line N 88°18'28" E 452.07 feet to the Northeasterly corner of said Van Norman land; thence along the easterly line thereof S 0°16'58" W 394.86 feet to a point in the northerly right-of-way of Hillside Drive, being a point in a curve concave southeasterly having a radius of 224.79 feet, a radial line through said point bears N 10°53'21"W; thence southwesterly along said northerly right-of-way 92.78 feet though a central angle of 23°38'52"; thence S 55°27'47" W 105.72 feet to the beginning of a 175.23 foot radius curve concave northwesterly, thence 58.55 feet along said curve though a central angle of 19°08'35"; thence S 74°36'22" W 287.37 feet; thence leaving said northerly right-of-way N 24°04'31"E 235.35 feet; thence S 87°27'56"W 244.73 feet; thence S 0°16'58"W 245.28 feet to said northerly right-of-way; thence along said right-of-way S 74°36'22" W 46.38 feet to the beginning of a 275.00 foot radius curve concave northerly; thence 65.76 feet along said curve through a central angle of 13°42'01"; thence S 88°18'23" W 109.58 feet to the easterly right-of-way of Campo Road; thence along said Campo Road right-of-way N 0°16'58" E 432.07 feet to the **TRUE POINT OF BEGINNING.**

LICENSED LAND SURVEYOR
GARY C. RUSH
NO. L6983
STATE OF CALIFORNIA

Gary C. Rush L.S. 6983
Expiration: 09/30/05

P:\Working\WO 30120\Survey-2004\Legal desc for 7.84 acres.doc
Last printed 8/23/2004 1:54 PM

EXHIBIT "A"

PARCEL C

A portion of that land in Lot 3 of Section 10, Township 17 South, Range 1 East, San Bernardino Meridian shown on Record of Survey Map No. 11539, in the County of San Diego, State of California, described as follows:

Commencing at the point of intersection of the northerly line of said Lot 3 with the easterly right-of-way line of Campo Road (State Highway 94); thence along said right-of-way line S 0°16'58'' W, 350.00 feet to point "A", which is a point in the southerly line of a parcel of land described in deed to Kenneth P. Rupe, recorded April 18,1986, as file no. 86-151549 of Official Records; thence leaving said right-of-way, along said southerly line, N 88°18'28" E 199.98 feet to the **TRUE POINT OF BEGINNING**; thence leaving said southerly line N 88°18'28" E 217.93 feet; thence N 0°16'58" E 200.00 feet to the northerly line of land described in deed to Laurence and Helen Van Norman, recorded February 18, 1983 as file no. 83-053734 of Official Records; thence along said northerly line S 88°18'28" W 217.93 feet to the easterly line of said Rupe land; thence along said easterly line S 00°16'58"W 200.00 feet to the **TRUE POINT OF BEGINNING**

TOGETHER WITH a non-exclusive 30 foot wide easement for road and utilities over a portion of said Lot 3, the northerly line of which is described as follows:

Beginning at the above described point "A"; thence along the southerly line of said Rupe land, N 88°18'28" E 199.98 feet; thence along the southerly line of the above-described parcel "C" N 88°18'28" E 217.93 feet to the point of terminus.

The southerly line of said 30-foot wide strip shall be lengthened or shorted so as to begin in the easterly sideline of Highway 94 and end in the southerly prolongation of the easterly line of the above-described Parcel "C".

LICENSED LAND SURVEYOR
GARY C. RUSH
NO. L6983
STATE OF CALIFORNIA

Gary C. Rush L.S. 6983
Expiration: 09/30/05

EXHIBIT B4

RECORDING REQUESTED BY:
Otay Water District
2554 Sweetwater Springs Blvd.
Spring Valley, Ca 91978

WHEN RECORDED RETURN TO:
Otay Water District
2554 Sweetwater Springs Blvd.
Spring Valley, Ca 91978

APN No. 597-041-51-00

(Space above this line reserved for Recorder's use only)

GRANT DEED
FOR LOT LINE ADJUSTMENT PURPOSES

The undersigned grantor(s) declare(s):
Documentary transfer tax is $_____ City Tax is $ EXEMPT
( ) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at the time of sale.
( ) Unincorporated area: _____ ( ) City of _____
(X) Realty not sold.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Judy Gore (Grantor),

hereby GRANTS to

Judy Gore (Grantee),

the following described real property in the County of San Diego, State of California:

Parcel "B" of that certain Certificate of Compliance recorded October 14,2004 as Document No. 2004-0976197 in the Official Records of the San Diego County Recorder, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof.

This grant deed is recorded pursuant to California Government Code Section 66412 (d) and is intended to memorialize that certain Lot Line Adjustment B/C 04-0192 approved by the San Diego County Department of Planning and Land Use, recorded as Certificate of Compliance numbers 2004-0976196 and 2004-0976197, both recorded on October 14, 2004, and to effectuate the adjustment of lot lines for property held in common ownership.

_____ Dated:_____

By: Judy Gore

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

GRANTOR'S SIGNATURE ACKNOWLEDGEMENT

State of California)
) ss
County of _____)

On _____ before me, _____
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared

_____
NAME(S) OF SIGNER(S)

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 of Notary Public (Notary Seal)

EXHIBIT "A"

DOC # 2004-0976197

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

COUNTY OF SAN DIEGO
Department of Planning and Land Use
Attn: ZONING COUNTER
5201 Ruffin Road
San Diego, CA 92123-1666

Mail Station 0650

8244

OCT 14, 2004 10:25 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 10.00
PAGES: 2

2004-0976197

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CERTIFICATE OF COMPLIANCE
(Section 66499.35 of the Government Code)

The Director of Planning and Land Use has determined that the one parcel of real property described below has been divided or has resulted from a division in compliance with the Subdivision Map Act and with provisions of the San Diego County Code adopted pursuant hereto.

Owner: PARCEL B: TERRELL GORE (AN UNMARRIED MAN) AND JUDY GORE, TRUSTEE OF THE JUDY GORE REVOCABLE TRUST DATED JULY 29, 1999

Description: See Exhibit "A", attached.

NOTE: The description in Exhibit "A", attached, has been provided by the owner of the property and neither the County of San Diego nor any of its officers or employees assume responsibility for the accuracy of said description.

This Certificate of Compliance shall in no way affect the requirements of any other County, State, Federal, or local agency that regulates development of real property.

Date: October 14, 2004

DEPT. OF PLANNING AND LAND USE
GARY L. PRYOR, DIRECTOR

DPL Case No.: C04-0192BA(C)1

Assessor's Parcel No.: 597-041-51

BY:
Susan Porter, Planning Manager

SP:JR:rj

Attachment

DPLU# 344 (Rev. 9/20/99)

EXHIBIT "A"

PARCEL B

A portion of that land in Lot 3 of Section 10, Township 17 South, Range 1 East, San Bernardino Meridian shown on Record of Survey Map No. 11539, in the County of San Diego, State of California, described as follows:

Commencing at the point of intersection of the northerly line of said Lot 3 with the easterly right-of-way line of Campo Road (State Highway 94); thence along said right-of-way line S 0°16'58'' W, 150.00 feet to a point in the northerly line of a parcel of land described in deed to Kenneth P. Rupe, recorded April 18,1986, as file no. 86-151549 of Official Records; thence leaving said right-of-way, along the northerly line of said Rupe land, N 88°18'28" E 199.98 feet; thence along the northerly line of land described in deed to Laurence and Helen Van Norman, recorded February 18, 1983 as file no. 83-053734 of Official Records N 88°18'28" E 670.00 feet to the northeasterly corner of said Van Norman land; thence along the easterly line thereof S 0°16'58"W 394.86 feet to a point in the northerly right-of-way of Hillside Drive, being a point in a curve concave southeasterly having a radius of 224.79 feet, a radial line through said point bears N 10°53'21"W; thence southwesterly along said northerly right-of-way 92.78 feet though a central angle of 23°38'52"; thence S 55°27'47"W 105.72 feet to the beginning of a 175.23 foot radius curve concave northwesterly, thence 58.55 feet along said curve though a central angle of 19°08'35"; thence S 74°36'22"W 287.37 feet to the **TRUE POINT OF BEGINNING**; thence leaving said northerly right-of-way N 24°04'31"E 235.35 feet; thence S 87°27'56"W 244.73 feet; thence S 0°16'58"W 245.28 feet to said northerly right-of-way; thence along said right-of-way N 74°36'22"E 155.27 feet to the **TRUE POINT OF BEGINNING**

LICENSED LAND SURVEYOR
GARY C. RUSH
NO. L6983
STATE OF CALIFORNIA

Gary C. Rush L.S. 6983
Expiration: 09/30/05

P:\Working\WO 30120\Survey-2004\LEGAL DESC LOT 4.doc
Last printed 8/23/2004 1:54 PM

EXHIBIT C

PLAT

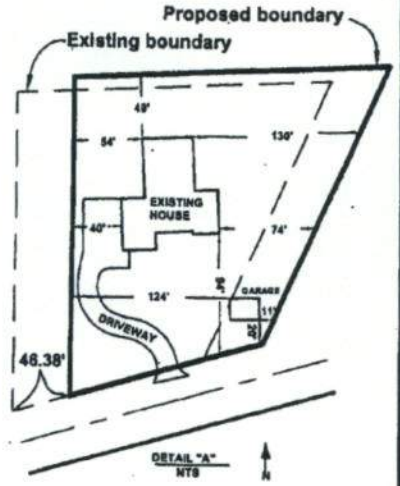
371

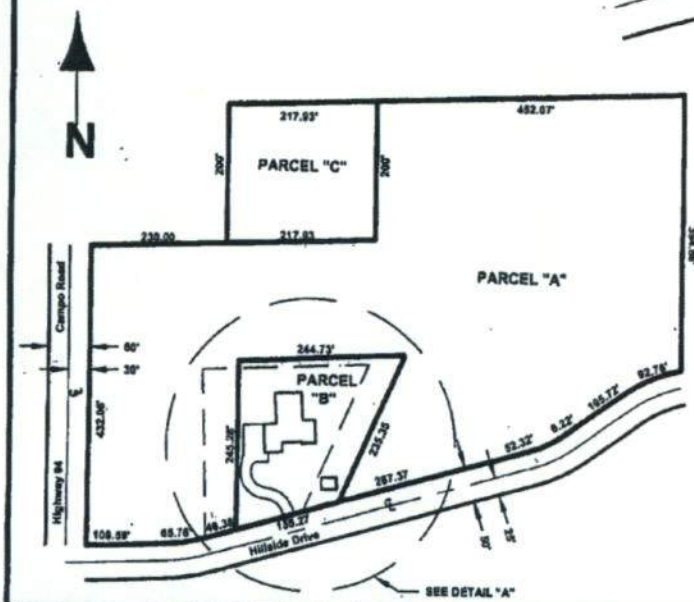
SCALE: 1 in. = 200'

PARCEL "A":
NET AC.: 8.02 ACRES
APN NO(S): 597-041-50
ZONING: RR1 (Min. Lot Size 1 AC)
LEGAL: (EX ST/ DOCS 00-67066, 00-264505) DOC 93-691514 IN LOT 3 SEC. 10-17S-1E

PARCEL "B":
NET AC.: 1.02
APN NO(S): 597-041-51
ZONING: RR1 (Min. Lot Size 1 AC)
LEGAL: (EX ST) DOC 00-264505 IN LOT 3 SEC 10-17S-1E

PARCEL "C":
NET AC.: 1.00
APN NO(S): 597-041-49
ZONING: RR1 (Min. Lot Size 1 AC)
LEGAL: DOC 00-67066 IN LOT 3 SEC 10-17S-1E





VICINITY MAP
N.T.S.

HEATH DEPARTMENT CERTIFICATION (IF NEC.)

Parcel A & C - Exempt from certification, per SD. Zoning Ordinance, Section 6903 (h). Not approved for development without engineering to demonstrate site can support development based on the use of a Substitute Sewage disposal system.
Parcel B - Existing SFD with existing septic system.
6/26/04 Marvin Ortega

NOTE:
PROPOSED BOUNDARY:
EXISTING BOUNDARY:
DIFFERENT ZONES:

CHECK LIST:

OPTIONAL USE AREA:

LICENSED LAND SURVEYOR
GARY C. RUSH
NO. L6983
Exp 9-30-05
STATE OF CALIFORNIA

Gary C Rush

PARCEL A: OWNERS OTAY WATER DISTRICT
MARK WATTON, GENERAL MANAGER
ADDRESS 2554 SWEETWATER SPRINGS BLVD.
CITY SPRING VALLEY ZIP 91978 PHONE 619-670-2222

PARCEL B: OWNER(S) JUDY GORE REVOCABLE TRUST
TERRELL GORE
ADDRESS 14022 HILLSIDE DRIVE
CITY SAN DIEGO ZIP 91935 PHONE 619-669-0775 619-497-6192

THE PLAT WAS PREPARED WITH MY OWN KNOWLEDGE AND CONSENT (OWNER SIGN HERE)

PARCEL C: OWNER(S) (OR APPLICANT) JAYAPALA L. SIRIMANNE
ADDRESS 13966 CAMPO ROAD (HIGHWAY 94 EAST)
CITY JAMUL ZIP 91935 PHONE 619993-9009

MAP PREPARED BY: GARY RUSH LS# 6983
ADDRESS 2554 SWEETWATER SPRINGS BLVD.
CITY SPRING VALLEY ZIP 91978 PHONE 619-670-2793

DATE FILED 8-26-2004
REC'D BY: M. Chan
PRELIMINARY ACTION DATE: 9/8/04
SIGNED BY:
FINAL ACTION DATE: 10-14-04
SIGNED BY:

PLAT NO. B/C 04-0192

DPLU#239(1/98)

AGENDA ITEM 10c

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	September 3, 2014
SUBMITTED BY:	Dan Martin Engineering Manager	PROJECT: Various	DIV. NO. ALL
APPROVED BY:	☒ Rod Posada, Chief of Engineering ☒ German Alvarez, Assistant General Manager ☒ Mark Watton, General Manager		
SUBJECT:	Otay Ranch Village 8 West Water Annexation Request into Improvement Districts (IDs) 22 and 27 (APNs 644-070-12, 14, 16, 17, & 19-00)		

GENERAL MANAGER'S RECOMMENDATION:

Adopt Resolution No. 4240, fixing terms and conditions for the annexation of certain real properties owned by the Otay Land Co., LLC, APNs: 644-070-12, 14, 16, 17, and 19-00 into the Otay Water District Improvement District Nos. 22 and 27 (see Exhibit C for location).

COMMITTEE ACTION:

See Attachment A.

PURPOSE:

The purpose of the proposed annexation is to provide water service to parcels owned by Otay Land Co., LLC. (APNs 644-070-12, 14, 16, 17, and 19-00.)

ANALYSIS:

A written request and Petition signed by Mr. Jeff O'Connor, Otay Land Co., LLC, has been received for the annexation of APNs (APNs: 644-070-12, 14, 16, 17, and 19-00) into Improvement District Nos. 22 and 27 for water service. The total acreage to be annexed is

299.37 acres. The properties are within the sphere of influence of Otay Water District and will be part of Improvement Districts 22 and 27 after the Board of Directors approve this request. The properties are located at Rock Mountain Road & Magdalena Avenue in the City of Chula Vista in the County of San Diego.

The annexation of the Otay Ranch Village 8 West parcels will create two island parcels inside Improvement Districts 22 and 27 (see Exhibit C). Assessor Parcel Number 644-241-06-00 is owned by the United States Government and is currently being used by the Federal Aviation Administration. This parcel has an area of 51.65 acres. Assessor Parcel Number 644-070-13-00 is owned by the City of San Diego and contains an active 15 million gallon reservoir called Lower Otay Reservoir. Due to the complexity of securing ownership approvals to annex these parcels and in consideration of their current uses, the annexation of these parcels into Improvement Districts 22 and 27 has been deferred to a future date.

FISCAL IMPACT: ☒ Joseph Beachem, Chief Financial Officer

The property owners will pay the District's Annexation processing fee of $763.83, which is subject to annual adjustment in accordance with the District Code of Ordinances. At the time a water meter is purchased, the owners will pay the then current meter and capacity fees based on water meter size. The owner will continue to pay availability fees based on the current acres of 299.37 until such time that the property is subdivided at which time the fees will be based on $10 per parcel or $30 per acre. Because these parcels are already within the Otay Water District boundaries, no annexation fees will be charged for these parcels.

STRATEGIC GOAL:

Provide water service to meet increasing customer needs.

LEGAL IMPACT:

No legal impact.

DM/RP:jf
\\owd-fp1\engrplan\public-s\annexation requests\2014\village 8 west\draft staff report, otay ranch village 8 west water annexation 8-4-14.doc

Attachments: Attachment A - Committee Action
Attachment B - Resolution
Exhibit A - Legal Description
Exhibit B - Legal Map
Exhibit C – GIS Map

ATTACHMENT A

SUBJECT/PROJECT:	Otay Ranch Village 8 West Water Annexation Request into Improvement Districts (IDs) 22 and 27 (APNs 644-070-12, 14, 16, 17 & 19-00)
Various	

COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee (Committee) reviewed this item at a Committee Meeting held on August 14, 2014, and the following comments were made:

- Staff recommended that the Board Adopt Resolution No. 4240, fixing terms and conditions for the annexation of certain real properties owned by the Otay Land Co., LLC, APNs: 644-070-12, 14, 16, 17, and 19-00 into the Otay Water District Improvement District Nos. 22 and 27.

- Staff stated that the Otay Ranch Village 8 West project will consist of approximately 2050 units of mixed density residential development, school sites, retail commercial, a community purpose facility, parks and open spaces.

- It was noted that the project proposes an estimated potable water demand of over 725,000 gallons per day which will equate to approximately 1,450 EDU's for the District.

- Staff anticipates that the project will be constructed in three (3) Phases from the north end of the project to the south end of the project.

- A written request and Petition signed by Mr. Jeff O'Connor, with Otay Land Co., LLC, has been received for the annexation of parcels 12, 14, 16, 17, and 19 into Improvement District (ID) Nos. 22 and 27 for water service.

- The property is within the sphere of Otay Water District and will be part of IDs 22 and 27 upon approval by the Board.

- Staff noted that the annexation of the parcels will create two island parcels within ID Nos. 22 and 27 as shown in Exhibit C. The Northern island parcel is owned by the US Government and is being used by the Federal Aviation Administration (FAA). The parcel located in the middle of the area proposed for annexation is owned by the City of San Diego and contains an active 15 MG reservoir. The annexation of these parcels has been deffered to a future date due to the complexity of securing ownership approvals to annex these parcels.

- In response to a question by the Committee, staff stated that no water is being used in the northern island and the parcel is exempt from availibity fees since the Federal Government owns the parcel.

Upon completion of the discussion, the committee received staffs' report and supported presentation to the full board as a consent item.

ATTACHMENT B

RESOLUTION NO. 4240

A RESOLUTION OF THE BOARD OF DIRECTORS OF OTAY WATER DISTRICT APPROVING THE ANNEXATION TO OTAY WATER DISTRICT IMPROVEMENT DISTRICT NOS. 22/27 OF THOSE LANDS DESCRIBED AS "OTAY RANCH VILLAGE 8 WEST WATER ANNEXATION REQUEST TO IMPROVEMENT DISTRICTS (IDs) 22 AND 27" (FILE NO. ENG70-10-142/DIV. 1)

WHEREAS, a letter has been submitted by OTAY LAND COMPANY, LLC, C/O JEFF O'CONNOR, the owner and party that has an interest in the land described in Exhibit "A," attached hereto, for annexation of said land to Otay Water District Improvement District Nos. 22/27 pursuant to California Water Code Section 72670 et seq.; and

WHEREAS, pursuant to Section 72680.1 of said Water Code, the Board of Directors may proceed and act thereon without notice and hearing.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE OTAY WATER DISTRICT FINDS, RESOLVES, ORDERS AND DETERMINES as follows:

1. A depiction of the area proposed to be annexed, and the boundaries of IDs 22/27 following the annexation, is set forth on a map in Exhibit "B" filed with the Secretary of the District, which map shall govern for all details as to the area proposed to be annexed.

2. The purpose of the proposed annexation is to make water service available to the area to be annexed, which availability constitutes a benefit to said area.

3. The Board finds and determines that the area proposed to be annexed to IDs 22/27 will be benefited by such annexation and that the property currently within IDs 22/27 will also be

benefited and not injured by such annexation because after the annexation a larger tax base will be available to finance the water facilities and improvements of IDs 22/27.

4. The Board of Directors hereby declares that the annexation of said property is subject to the owners complying with the following terms and conditions:

(a) The petitioners for said annexation shall pay to Otay Water District the following:

(1) The annexation processing fee at the time of application;

(2) State Board of Equalization filing fees in the amount of $2,300;

(3) The water annexation fee at the time of connection to the Otay Water District water system;

(4) Yearly assessment fees will be collected through the County Tax Assessor’s office in the amount of $30 for APNs 644-070-12, 14 16, 17 and 19-00;

(5) In the event that water service is to be provided, Petitioners shall pay all applicable water meter fees per Equipment Dwelling Unit (EDU) at the time the meter is purchased; and

(6) Payment by the owners of APNs 644-070-12, 14, 16, 17 and 19-00 of all other applicable local or state agency fees or charges.

(b) The property to be annexed shall be subject to taxation after annexation thereof for the purposes of the improvement district, including the payment of principal and interest on bonds and other obligations of the improvement district, authorized and outstanding at the time of annexation, the same as if the annexed property had always been a part of the improvement district.

5. The Board hereby declares the property described in Exhibit "A" shall be considered annexed to IDs 22/27 upon passage of this resolution.

6. The Board of Directors further finds and determines that there are no exchanges of property tax revenues to be made pursuant to California Revenue and Taxation Code Section 95 et seq., as a result of such annexation.

7. The annexation of APNs 644-070-12, 14, 16, 17 and 19-00 to the District’s Improvement Districts 22/27 is hereby designated as the “OTAY RANCH VILLAGE 8 WEST WATER ANNEXATION”.

8. Pursuant to Section 57202(a) of the Government Code, the effective date of the OTAY RANCH VILLAGE 8 WEST WATER ANNEXATION shall be the date this Resolution is adopted by the Board of Directors of the Otay Water District.

9. The General Manager of the District and the Secretary of the District, or their respective designees, are hereby ordered to take all actions required to complete this annexation.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Otay Water District at a regular meeting held this 3rd day of September, 2014.

_____
President

ATTEST:

_____
District Secretary

EXHIBIT "A"

ANNEXATION TO OTAY IMPROVEMENT DISTRICT NO. 22 – 27

GEOGRAPHIC DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY, BEING ALL OF LOT 27 AND A PORTION OF LOT 28, OF MAP NO. 862, SITUATED IN THE OTAY RANCHO, CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF LA MEDIA ROAD, A 128.00 FOOT WIDE PUBLIC ROAD, AND THE NORTHERLY BOUNDARY OF SAID LOT 28, ALSO BEING THE EXISTING OTAY WATER DISTRICT BOUNDARY;

THENCE, (1) ALONG SAID BOUNDARIES, NORTH 71°57'53" EAST, 1187.30 FEET;

THENCE, (2) SOUTH 89°36'53" EAST, 204.71 FEET;

THENCE, (3) NORTH 00°23'07" EAST, 68.18 FEET;

THENCE, (4) NORTH 71°57'53" EAST, 258.68 FEET;

THENCE, (5) SOUTH 18°39'53" EAST, 91.75 FEET;

THENCE, (6) SOUTH 04°57'58" WEST, 17.75 FEET;

THENCE, (7) SOUTH 71°20'12" WEST, 8.88 FEET

THENCE, (8) SOUTH 18°39'48" EAST, 73.28 FEET;

THENCE, (9) SOUTH 41°02'36" EAST, 18.38 FEET;

THENCE, (10) SOUTH 18°39'52" EAST, 824.08 FEET;

THENCE, (11) SOUTH 05°33'45" EAST, 18.25 FEET;

THENCE, (12) SOUTH 27°49'11" EAST, 52.00 FEET;

THENCE, (13) NORTH 62°10'49" EAST, 50.51 FEET;

THENCE, (14) SOUTH 18°40'02" EAST, 4197.53 FEET;

(CONTINUED)

EXHIBIT "A"

ANNEXATION TO OTAY IMPROVEMENT DISTRICT NO. 22 – 27

GEOGRAPHIC DESCRIPTION

(CONTINUED)

THENCE, (15) SOUTH 71°58'11" WEST, 2641.60 FEET;

THENCE, (16) NORTH 18°39'11" WEST, 5280.16 FEET TO SAID NORTHERLY BOUNDARY OF LOT 28, ALSO BEING SAID EXISTING OTAY WATER DISTRICT BOUNDARY;

THENCE, (17) ALONG SAID BOUNDARIES, NORTH 71°57'53" EAST, 933.50 FEET TO THE **POINT OF BEGINNING**.

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND GRANTED TO THE CITY OF SAN DIEGO PER DEED RECORDED JANUARY 9, 2009 AS DOCUMENT NO. 2009-0010329 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER WHICH IS COMMON TO SAID LOTS 27 AND 28, SAID CORNER BEING THE MOST SOUTHEASTERLY CORNER OF SAID LOT 28;

THENCE (18) ALONG THE SOUTHERLY LINE OF SAID LOT 28, SOUTH 71°58'14" WEST, 553.16 FEET TO THE **TRUE POINT OF BEGINNING** OF SAID EXCEPTION;

THENCE (19) LEAVING SAID SOUTHERLY LINE, SOUTH 19°03'43" EAST, 267.98 FEET;

THENCE (20) SOUTH 25°56'17" WEST, 28.28 FEET;

THENCE (21) SOUTH 70°56'17" WEST, 754.24 FEET;

THENCE (22) NORTH 74°03'43" WEST, 34.87 FEET;

THENCE (23) NORTH 39°03'43" WEST, 314.14 FEET TO THE BEGINNING OF A 1,936.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, A RADIAL LINE TO WHICH BEARS SOUTH 50°56'17" WEST;

THENCE (24) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°58'10" AN ARC DISTANCE OF 573.39 FEET;

(CONTINUED)

EXHIBIT "A"

ANNEXATION TO OTAY IMPROVEMENT DISTRICT
NO. 22 – 27

GEOGRAPHIC DESCRIPTION

(CONTINUED)

THENCE (25) NORTH 25°56'17" EAST, 28.28 FEET;

THENCE (26) NORTH 70°56'17" EAST, 984.29 FEET;

THENCE (27) SOUTH 64°03'43" EAST, 28.28 FEET;

THENCE (28) SOUTH 19°03'43" EAST, 587.02 FEET TO THE **TRUE POINT OF BEGINNING** OF SAID EXCEPTION.

CONTAINING, 299.37 ACRES, MORE OR LESS.

DISCLAIMER: FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.

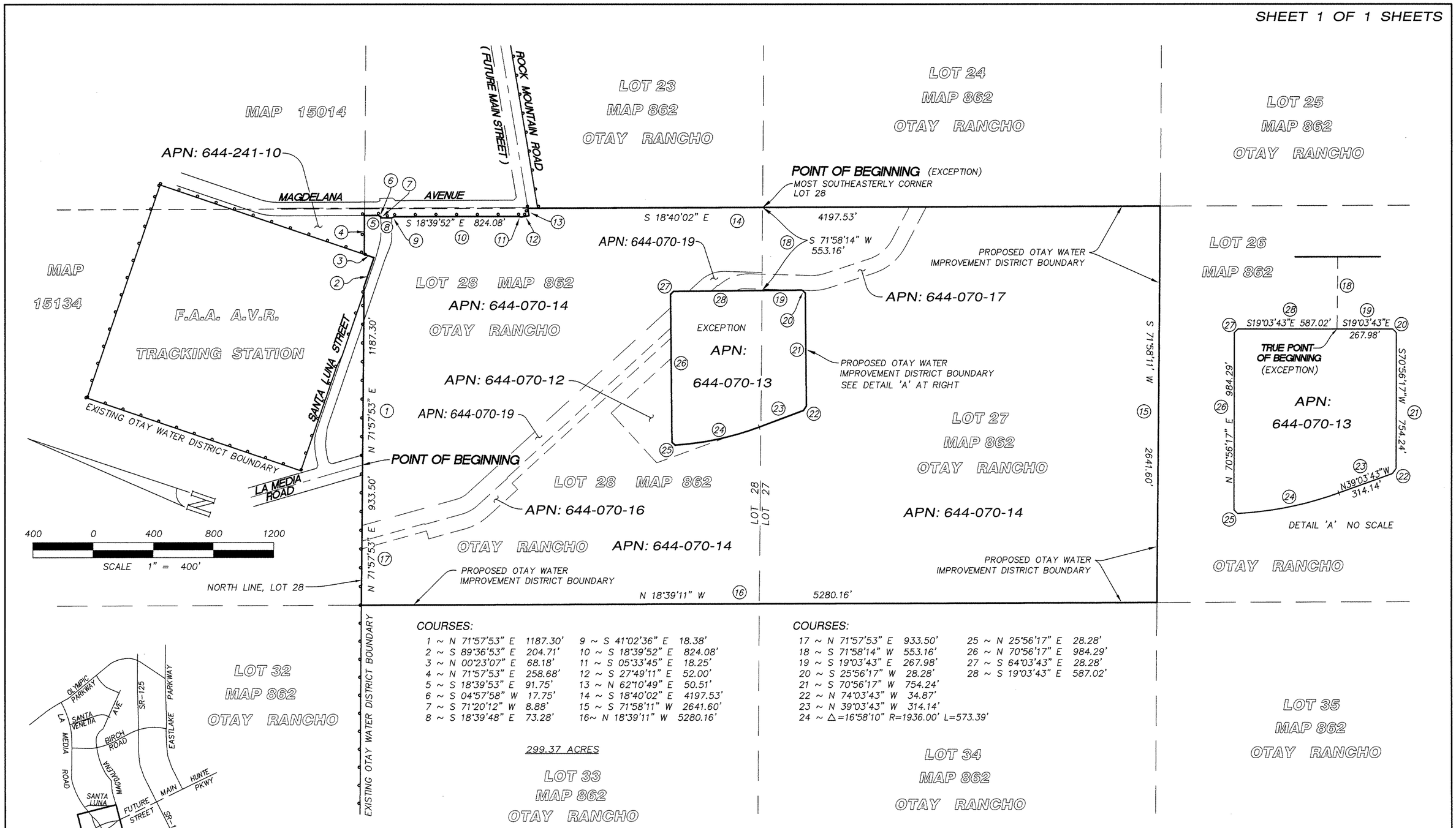
Dale C Gross 6/20/2014

DALE C. GROSS, PLS DATE

LICENSED LAND SURVEYOR
DALE C. GROSS
7632
STATE OF CALIFORNIA

EXHIBIT "B"

SHEET 1 OF 1 SHEETS



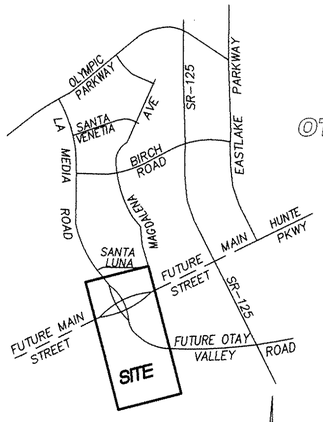
COURSES:

1 ~ N 71°57'53" E 1187.30'	9 ~ S 41°02'36" E 18.38'
2 ~ S 89°36'53" E 204.71'	10 ~ S 18°39'52" E 824.08'
3 ~ N 00°23'07" E 68.18'	11 ~ S 05°33'45" E 18.25'
4 ~ N 71°57'53" E 258.68'	12 ~ S 27°49'11" E 52.00'
5 ~ S 18°39'53" E 91.75'	13 ~ N 62°10'49" E 50.51'
6 ~ S 04°57'58" W 17.75'	14 ~ S 18°40'02" E 4197.53'
7 ~ S 71°20'12" W 8.88'	15 ~ S 71°58'11" W 2641.60'
8 ~ S 18°39'48" E 73.28'	16~ N 18°39'11" W 5280.16'

COURSES:

17 ~ N 71°57'53" E 933.50'	25 ~ N 25°56'17" E 28.28'
18 ~ S 71°58'14" W 553.16'	26 ~ N 70°56'17" E 984.29'
19 ~ S 19°03'43" E 267.98'	27 ~ S 64°03'43" E 28.28'
20 ~ S 25°56'17" W 28.28'	28 ~ S 19°03'43" E 587.02'
21 ~ S 70°56'17" W 754.24'	
22 ~ N 74°03'43" W 34.87'	
23 ~ N 39°03'43" W 314.14'	
24 ~ Δ=16°58'10" R=1936.00' L=573.39'	

299.37 ACRES



VICINITY MAP
NO SCALE

EXISTING OTAY WATER DISTRICT BOUNDARY
PROPOSED OTAY WATER DISTRICT BOUNDARY
EXISTING PARCELS

DISCLAIMER:
"FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED."

LICENSED LAND SURVEYOR DALE C. GROSS 7632 STATE OF CALIFORNIA

ASSESSOR'S PARCEL NUMBERS:	LAFCO RESOLUTION NO:	ACREAGE:	DATE:	SCALE:
644-070-12,14,16,17&19	N / A	299.37	6/16/2014	1" = 400'

CITY OF CHULA VISTA TRACT NO. 09-04

BEING A PORTION OF THE OTAY RANCHO
IN THE CITY OF CHULA VISTA , CA.
IN THE COUNTY OF SAN DIEGO , CA.

HALE ENGINEERING
7910 CONVOY COURT
SAN DIEGO, CA 92111
(858) 715-1420
(858) 715-1424 FAX

EXHIBIT C
OTAY RANCH VILLAGE 8 WEST ANNEXATION

DEVELOPER: Otay Land Company, LLC

PROJECT#: D0790-090165

APN: 644-070-12, 14, 16, 17 & 19

AREA: 299.37

OWNER: Otay Land Company, LLC

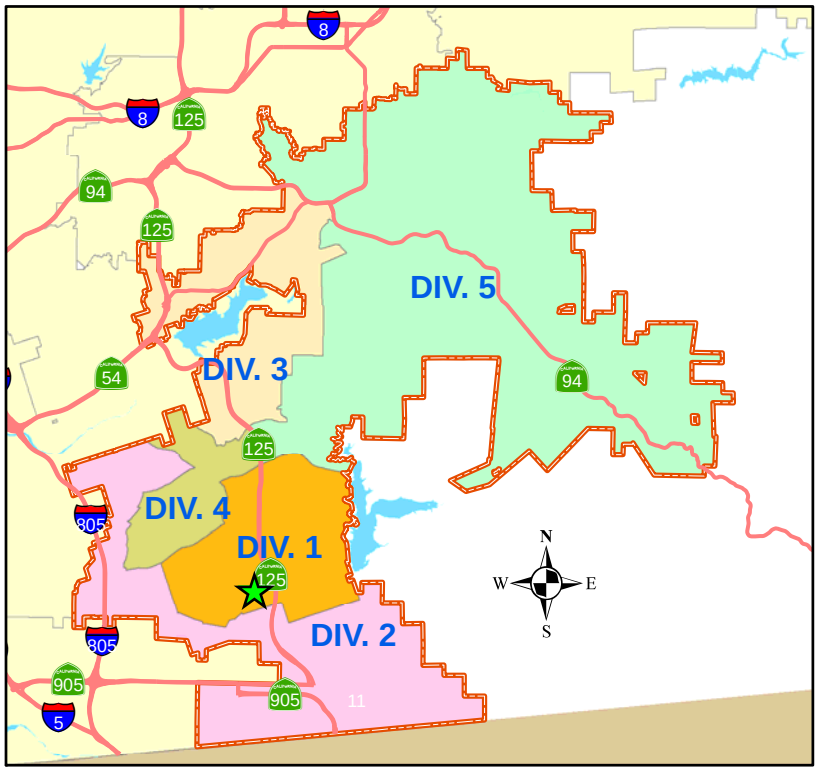
DIR: DIV 1

WID: 22/27

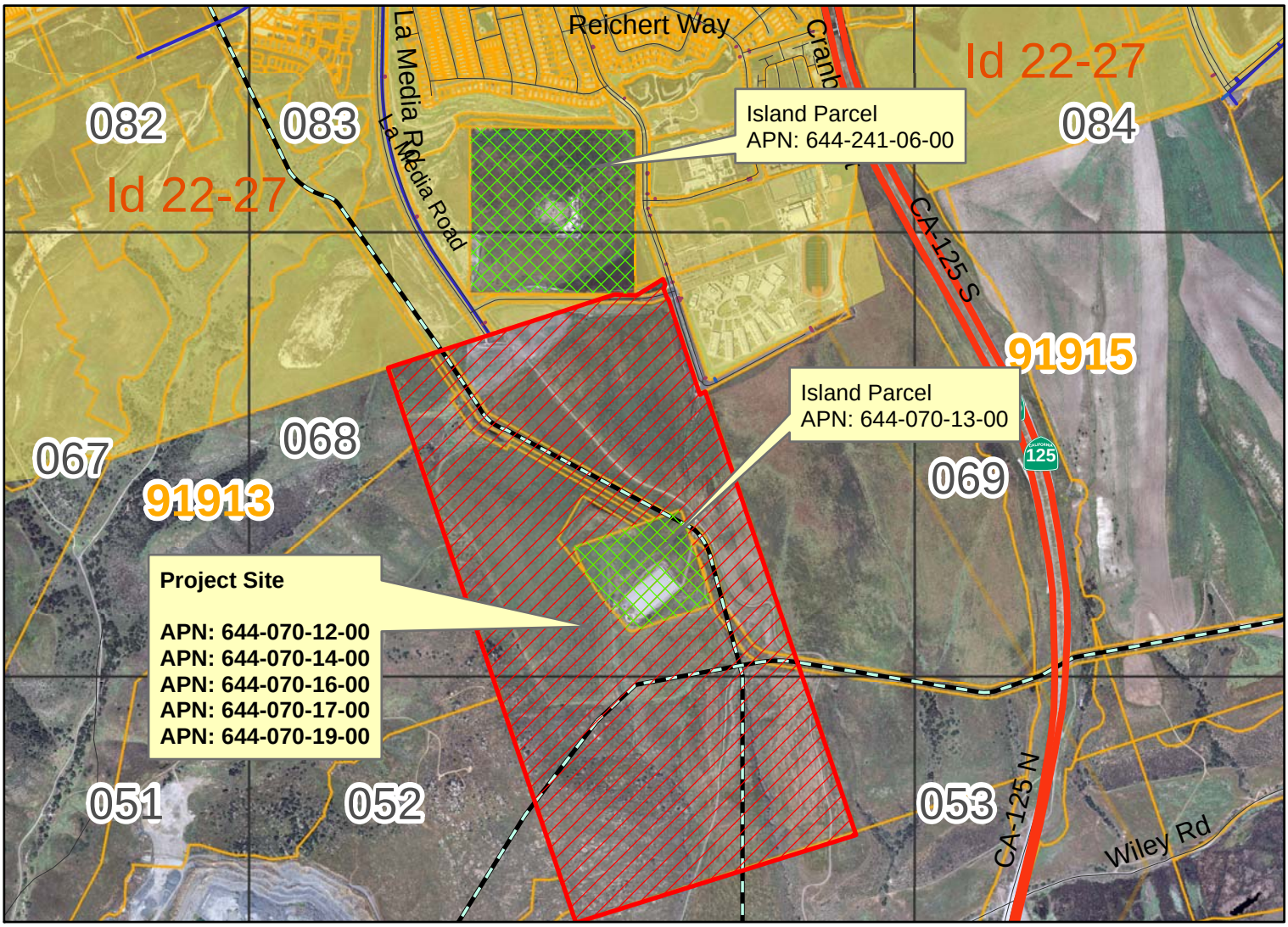
DATE: 6/26/2014

0 550 1,100 2,200 3,300 4,400 Feet

VICINITY MAP



LOCATION MAP



AGENDA ITEM 10d

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	September 3, 2014
SUBMITTED BY:	Lisa Coburn-Boyd Environmental Compliance Specialist Bob Kennedy Engineering Manager	PROJECT:	P2515-001101 DIV. NO. 2
APPROVED BY:	☒ Rod Posada, Chief, Engineering ☒ German Alvarez, Assistant General Manager ☒ Mark Watton, General Manager		
SUBJECT:	Adoption of a Mitigated Negative Declaration for the 870-1 Reservoir Access Road Paving Project		

GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board of Directors (Board) approves the adoption of a Mitigated Negative Declaration for the 870-1 Reservoir Access Road Paving Project (see Exhibit A for Project location).

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To obtain Board approval for the adoption of a Mitigated Negative Declaration (MND) for the 870-1 Reservoir Access Road Paving Project.

ANALYSIS:

The Otay Water District (District) is proposing to pave an existing dirt access road that surrounds the 870-1 potable water reservoir facility. The paving of this road will provide year-round access to the Reservoir and reduce the maintenance requirements of the dirt road. The road is approximately 2,100 feet long and approximately 10 to 12 feet wide, covering a total area of approximately 21,000 square feet (0.48 acre). The road starts at the south access gate and

encircles the reservoir, it is between the reservoir and a chain-link fence that surrounds the reservoir site.

All planned construction activities would take place within previously developed areas (the existing dirt road). The road would be paved with asphalt concrete and require the use of construction equipment that includes a grader, dozer, roller, dump truck and backhoe. Staging of any construction equipment will occur in disturbed areas. The construction activity would occur within a two month time period and also occur outside of the migratory bird breeding season.

District staff prepared the draft MND for the project with the aid of ICF Jones & Stokes, the As-needed Environmental Services consultant, who produced the technical studies that support the findings of the MND. Based on the findings of these documents, and with proper mitigation measures taken, as outlined in the draft MND, the Project will not have a significant effect on the environment. The Initial Study and Draft MND were submitted for the 20-day review period on June 13, 2014. Two comment letters were received from the County of San Diego, and the San Diego County Archaeological Society. The two letters and the responses to their comments are presented in the Final MND (see Attachment B). The mitigation, monitoring, and reporting plan (MMRP) that will be in place for the Project is included with the Final MND.

FISCAL IMPACT: ☒ Joe Beachem, Chief Financial Officer

None.

STRATEGIC GOAL:

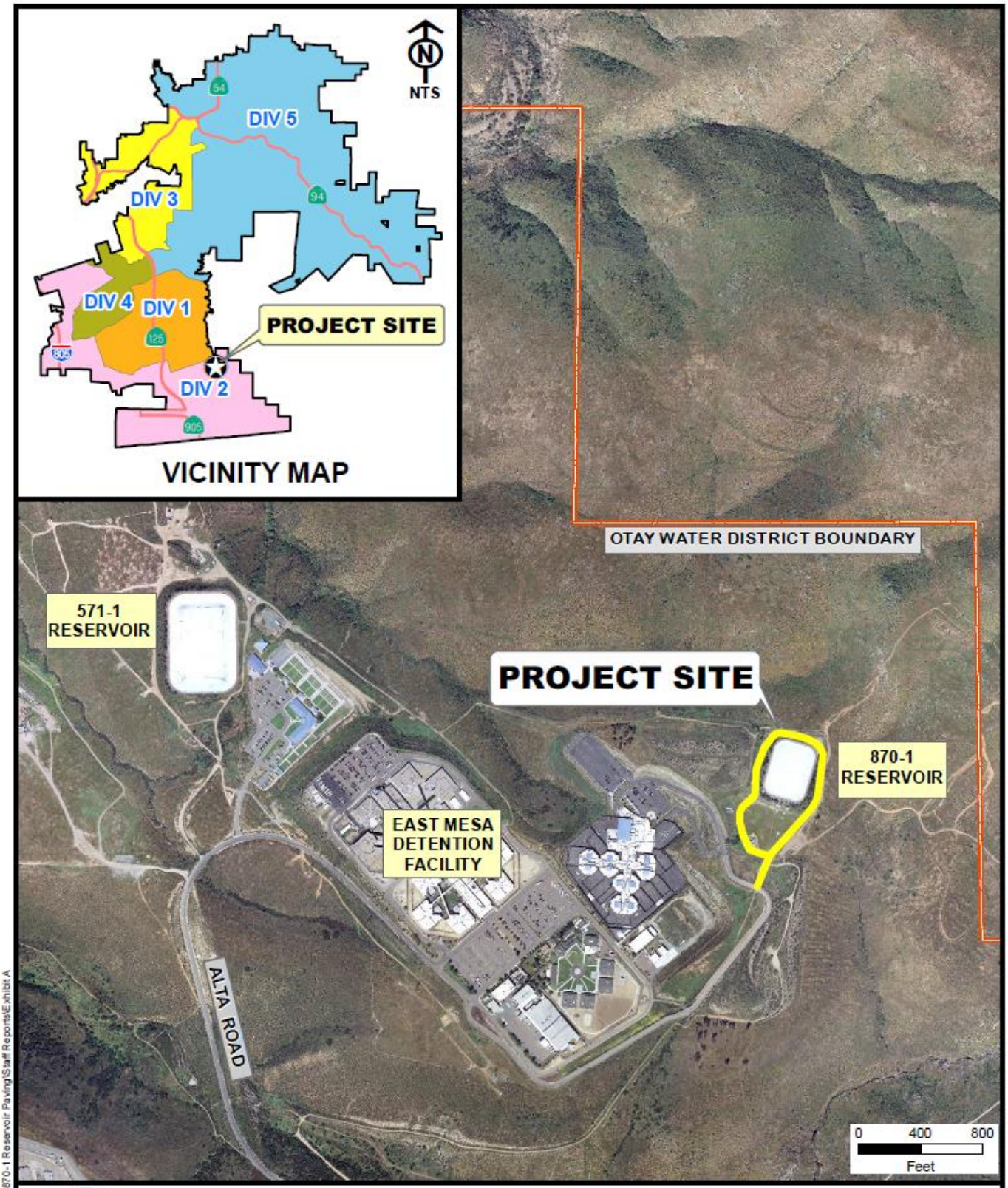
This Project supports the District's Mission statement, "To provide high value water and wastewater services to the customers of the Otay Water District in a professional, effective, and efficient manner" and the General Manager's Vision, "A District that is at the forefront in innovations to provide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

LEGAL IMPACT:

None.

LC-B/BK:jf
P:\WORKING\CIP P2515 - 870-1 Reservoir Paving\Staff Reports\BD 09-03-14, Staff Report, 870-1 Reservoir Access Road Paving Project MND

Attachments: Exhibit A – Project Location Map
Attachment A – Committee Action
Attachment B – Budget Detail
Attachment C – Final MND and MMRP



OTAY WATER DISTRICT

870-1 RESERVOIR PAVING
LOCATION MAP

CIP P2515

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EXHIBIT A

ATTACHMENT A

SUBJECT/PROJECT: P2515-001101	Adoption of a Mitigated Negative Declaration for the 870-1 Reservoir Access Road Paving Project

COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee (Committee) reviewed this item at a Committee Meeting held on August 14, 2014, and the following comments were made:

- Staff recommended that the Board approves the adoption of a Mitigated Negative Declaration (MND) for the 870-1 Reservoir Access Road Paving Project (see Exhibit A for Project location).

- It was discussed that this project is the paving of an existing dirt and gravel access road around the 870-1 Reservoir located in Otay Mesa. The paving of this road will allow for better access to the site by District staff.

- Staff indicated that to avoid impacts to the biological resources, the paving will avoid all vegetation at the site and will occur outside of bird breeding season.

- Based on the findings of the initial study and the MND, and with the proper mitigation measures taken, the project will not have a significant effect on the environment.

- It was noted that because the MND did not require any review by state agencies, a 20-day notice period for review was provided per the CEQA guidelines. Two (2) comment letters were received from the San Diego Archaeological Society and the County of San Diego Planning and Development Services Department. The comment letter form the County of San Diego required a slight change in the MND to address stormwater runoff from the site. This change is noted in the final MND.

Upon completion of the discussion, the committee received staffs' report and supported presentation to the full board as a consent item.

ATTACHMENT B – Budget Detail

SUBJECT/PROJECT: P2515-001101	Adoption of a Mitigated Negative Declaration for the 870-1 Reservoir Access Road Paving Project

Project Budget Detail
P2515-870-1 Reservoir Paving

Level	Title1	Committed	Expenditures	Outstanding Commitment	Projected Final Cost	Vendor	Project Phase
Planning	Consultant Contracts	$19,889.83	$19,889.83	$0.00	$19,889.83	JONES & STOKES ASSOCIATES INC	Planning
	Regulatory Agency Fees	$50.00	$50.00	$0.00	$50.00	PETTY CASH CUSTODIAN	Planning
	Service	$125.40	$125.40	$0.00	$125.40	SAN DIEGO DAILY TRANSCRIPT	Planning
	Contracts	$115.31	$115.31	$0.00	$115.31	THE STAR-NEWS PUBLISHING CO	Planning
	Standard Salaries	$30,351.71	$30,351.71	$0.00	$30,351.71		Planning
	Total	$50,532.25	$50,532.25	$0.00	$50,532.25		
Design	Consultant	$7,615.00	$7,615.00	$0.00	$7,615.00	MTGL INC	Design
	Contracts	$2,716.00	$2,716.00	$0.00	$2,716.00	AIRX UTILITY SURVEYORS INC	Design
		$1,425.00	$1,425.00	$0.00	$1,425.00	ALTA LAND SURVEYING INC	Design
	Service	$2,376.00	$0.00	$2,376.00	$2,376.00	MAYER REPROGRAPHICS INC	Design
	Contracts	$12.42	$12.42	$0.00	$12.42	FIRST AMERICAN DATA TREE LLC	Design
		$1,300.00	$1,300.00	$0.00	$1,300.00	INLAND AERIAL SURVEYS INC	Design
	Standard Salaries	$101,322.82	$101,322.82	$0.00	$101,322.82		Design
	Total	$116,767.24	$114,391.24	$2,376.00	$116,767.24		
Construction	Standard Salaries	$2,523.35	$2,523.35	$0.00	$2,523.35		Construction
	Total	$2,523.35	$2,523.35	$0.00	$2,523.35		
Budget	$550,000.00						
Total		$169,822.84	$167,446.84	$2,376.00	$169,822.84		

ATTACHMENT C – Final MND and MMRP

SUBJECT/PROJECT: P2515-001101	Adoption of a Mitigated Negative Declaration for the 870-1 Reservoir Access Road Paving Project

Otay Water District

870-1 Reservoir Access Road
Paving Project

Final
Initial Study / Mitigated Negative Declaration

Prepared By:
Otay Water District
2554 Sweetwater Springs Blvd.
Spring Valley, CA 91978

Introduction

A draft version of this Mitigated Negative Declaration (draft MND) was circulated for a 20-day public review between May 1, 2014 and May 31, 2014 and the Notice of Intent to Adopt the MND (NOI) was posted with the San Diego County Clerk. The Otay Water District (District) determined that a 20-day public review period was appropriate for the MND pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15073 because the project does not require the approval of any State agencies which would have required a 30-day review period. The draft MND was available for public review at the Otay Water District, 2554 Sweetwater Springs Blvd., Spring Valley, CA 91978, and on the District's website, www.otaywater.gov.

This chapter provides the persons, organizations, and public agencies that commented during this public review period. The District has evaluated the comments on environmental issues received from those agencies/parties and has prepared written responses to each pertinent comment relating to the adequacy of the environmental analysis contained within the draft MND. These responses are provided following each individual comment letter. The comments did not require any revisions to the draft MND. A Mitigation Monitoring and Reporting Program (MMRP) is provided as Attachment B to this final MND.

Agency and Organization Comments

The District received two comment letters on the MND during the 20-day public review period. The letters received included:

- County of San Diego, Planning and Development Services (PDS), and
- San Diego County Archaeological Society (SDCAS),

County of San Diego

MARK WARDLAW
DIRECTOR
PHONE (858) 694-2962
FAX (858) 694-2555

PLANNING & DEVELOPMENT SERVICES
5510 OVERLAND AVENUE, SUITE 310, SAN DIEGO, CA 92123
www.sdcounty.ca.gov/pds

DARREN GRETLER
ASSISTANT DIRECTOR
PHONE (858) 694-2962
FAX (858) 694-2555

July 3, 2014

Ms. Lisa Coburn-Boyd
Environmental Compliance Specialist
Otay Water District
2554 Sweetwater Springs Boulevard
San Diego, California 91978

COMMENTS ON NOTICE OF AVAILABILITY OF THE DRAFT MITIGATED NEGATIVE DECLARATION FOR THE OTAY WATER DISTRICT 870-1 RESERVOIR ACCESS ROAD PAVING PROJECT

Dear Ms. Coburn-Boyd:

The County of San Diego (County) has received and reviewed the Otay Water District's Notice of Availability (NOA) of the Draft Initial Study (IS) and Mitigated Negative Declaration (MND) for the Otay Water District 870-1 Reservoir Access Road Paving Project dated June 13, 2014. We appreciate the opportunity to comment. County Department of Public Works (DPW) staff have completed their review and have the following comments on the content of the Draft IS and MND:

1. The project proposes the paving of an existing dirt and gravel access road that is approximately 2,100 feet long and approximately 10 to 12 feet wide, covering a total area of approximately 21,000 square feet (0.48 acre). Under the current County Standard Urban Stormwater Mitigation Plan (SUSMP) the project is considered a Priority Development Project (PDP) because it falls under the category of *"streets, roads, highways, and freeways. Any paved surface that is 5,000 square feet or greater used for the transportation of automobiles, trucks, motorcycles, and other vehicles"*. A PDP requires the preparation of a Major Storm Water Management Plan (SWMP) with Treatment Control BMPs. The Major SWMP form is available in the following link: http://www.sdcounty.ca.gov/dpw/watersheds/susmp/susmppdf/susmp_appendix_c_2012.pdf. 1-1

2. On Page 2-26, the discussion on whether there are any violations of any water quality standards or waste discharge requirements focuses only on construction Best Management Practices (BMPs). This discussion needs to include post-construction BMPs as well. The post-construction BMPs listed in the discussion need to match the ones listed in the Major SWMP. 1-2

Ms. Lisa Coburn-Boyd
July 3, 2014

The County appreciates the opportunity to participate in the environmental review process for this project. If you have any questions regarding this comment, please contact Sheri McPherson, Land Use Environmental Planner, at (858) 694-3064 or email sheri.mcpherson@sdcounty.ca.gov.

Sincerely,

TODD SNYDER, Chief
Advance Planning Division
Planning & Development Services

Cc:

Michael De La Rosa, Policy Advisor, Board of Supervisor, District 1
Megan Jones, Group Program Manager, LUEG
Rene Vidales, Project Coordinator, Department of Public Works
Sheri McPherson, Land Use and Environmental Planner, Planning & Development Services

Letter 1: County of San Diego, Planning and Development Services

2-1 The comment states that the project is considered a Priority Development Project (PDP) as described in the County's current Standard Urban Stormwater Mitigation Plan (SUSMP) and requires the preparation of a storm water management plan (SWMP) with treatment control BMP's. Comment is noted and acknowledged on page 41 of the draft MND that the construction plans will include BMP's that comply with the County of San Diego Watershed Protection, Stormwater Management, and Discharge Control Ordinance. The District is not required to submit a SWMP to the County for approval or permitting but will prepare a stormwater management plan for the project. No changes to the draft MND are necessary in response to this comment.

2-2 The comment states that the discussion of the effects on water quality in the MND focuses only on construction BMP's and that the discussion should include post-construction BMP's as well. In response to this comment, a discussion about the post-construction BMP's that are incorporated in the project design has been added to the draft MND. Changes are shown in strikeout/underline format in the draft MND (see Attachment A). (Please note, consistent with 15073.5(c)(4), new information added to the document for clarification does not constitute grounds for recirculation of the draft MND.)

OTAY WATER DISTRICT

San Diego County Archaeological Society, Inc.

Environmental Review Committee

24 June 2014

To: Ms. Lisa Coburn-Boyd
Environmental Compliance Specialist
Otay Water District
2554 Sweetwater Springs Boulevard
Spring Valley, California 91978

Subject: Draft Mitigated Negative Declaration
870-1 Reservoir Access Road Paving Project

Dear Ms. Coburn-Boyd:

I attempted to download the subject DMND for review on behalf of this committee of the San Diego County Archaeological Society, but was unable to locate it on the District's website. A Google search also failed to find the DMND. I then used the link on the District's website to try to email you, but the address provided is apparently incorrect. 2-1

Based on the information contained in the Notice of Availability, though, it seems unlikely that paving an existing dirt and gravel road would result in significant impacts to cultural resources. 2-2

Thank you for sending SDCAS the Notice of Availability.

Sincerely,

James W. Royle, Jr., Chairperson
Environmental Review Committee

cc: SDCAS President
File

P.O. Box 81106 San Diego, CA 92138-1106 (858) 538-0935

Letter 2: San Diego County Archaeological Society

2-1 The San Diego County Archaeological Society had difficulty accessing the draft MND. The link to the document was corrected and contact was made to provide access to the document.

2-2 The San Diego County Archaeological Society concurs with the impact determinations contained with the draft MND that no impacts to cultural resources are expected and that no mitigation measures would be necessary. No changes to the draft MND are necessary in response to this comment.

Attachment A

Draft Mitigated Negative Declaration

Otay Water District

870-1 Reservoir Access Road
Paving Project

Draft
Initial Study / Mitigated Negative Declaration

Prepared By:
Otay Water District
2554 Sweetwater Springs Blvd.
Spring Valley, CA 91978

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Appendices

Appendix A: Air Quality & Greenhouse Gases Letter Report for the 870-1 Reservoir Paving Project, ICF International, June 2014.

Appendix B: Biological Resources Letter Report for the 870-1 Reservoir Paving Project, ICF International, October, 2013.

Appendix C: Cultural Resources Letter Report for the 870-1 Reservoir Paving Project, ICF International, October 2013.

Appendix D: Subsurface Investigation, CIP 2515 870-1 Reservoir Paving, MTGL, June 2013.

Appendix E: Noise Analysis Letter Report for the 870-1 Reservoir Paving Project, ICF International, June 2013.

Figures

Figure 1: Vicinity Map after1-1
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Section 1

Project Description

1.1 Project Purpose and Objectives

The Otay Water District (District) is proposing to pave an existing dirt access road that surrounds their 870-1 potable water reservoir facility. The paving of this road will provide year-round access to the Reservoir and reduce the maintenance requirements of the dirt road. The current unpaved road is approximately 2,100 feet long and approximately 10 to 12 feet wide. The road starts at the south access gate to the reservoir site and encircles the reservoir.

1.2 Project Location

The District's 870-1 Reservoir is located at the northern terminus of Alta Road, northeast of the East Mesa George F. Bailey Detention Facility in the unincorporated community of Otay, San Diego County, California (Figure 1). The facilities consist of the reservoir, a dirt access road, and support facilities, including a small building containing instrumentation and disinfection equipments, concrete vaults and drain pipes, and stacks of construction materials. The project site is located on the Otay Mesa U.S. Geological Survey (USGS) 7.5-minute series Otay Mesa Quadrangle.

1.3 Project Description

The District is proposing the paving of an existing dirt and gravel access road that encircles the 870-1 Reservoir facilities in order to provide year-round access and reduce on-going road maintenance activities (Figure 2). The currently unpaved road is approximately 2,100 feet long and approximately 10 to 12 feet wide, covering a total area of approximately 21,000 square feet (0.48 acre). The road starts at the south access gate and encircles the reservoir, it is between the reservoir and a chain-link fence that surrounds the reservoir site.

All planned construction activities would take place within previously developed areas (the existing dirt road). The road would be paved with asphalt concrete and require the use construction equipment that includes a grader, dozer, roller, dump truck and backhoe. Staging of any construction equipment will occur in disturbed areas. BMP's will be used during construction to ensure that all materials generated during construction are contained and/or disposed of properly. There will be no impact to vegetation at the site which generally occurs between the inner edge of the access road and the outer edge of the reservoir. Temporary construction fencing will be installed around patches of vegetation that could be potentially impacted by construction activities so that the Contractor is aware of the limits of construction. It has been determined that the construction activity would occur within a two month time period and will occur outside of the migratory bird breeding season.

The project consists solely of the paving of the existing access road. There are no other structures included in the project and no new lighting. The operations aspect of the project will not change after project completion. Currently, District Operations staff visits the site once per day with the potential of one other maintenance staff visit per week. The operations component of the project will remain the same after paving is completed.

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Figure 1

870-1 Reservoir Access Road Paving Project

CIP P2515

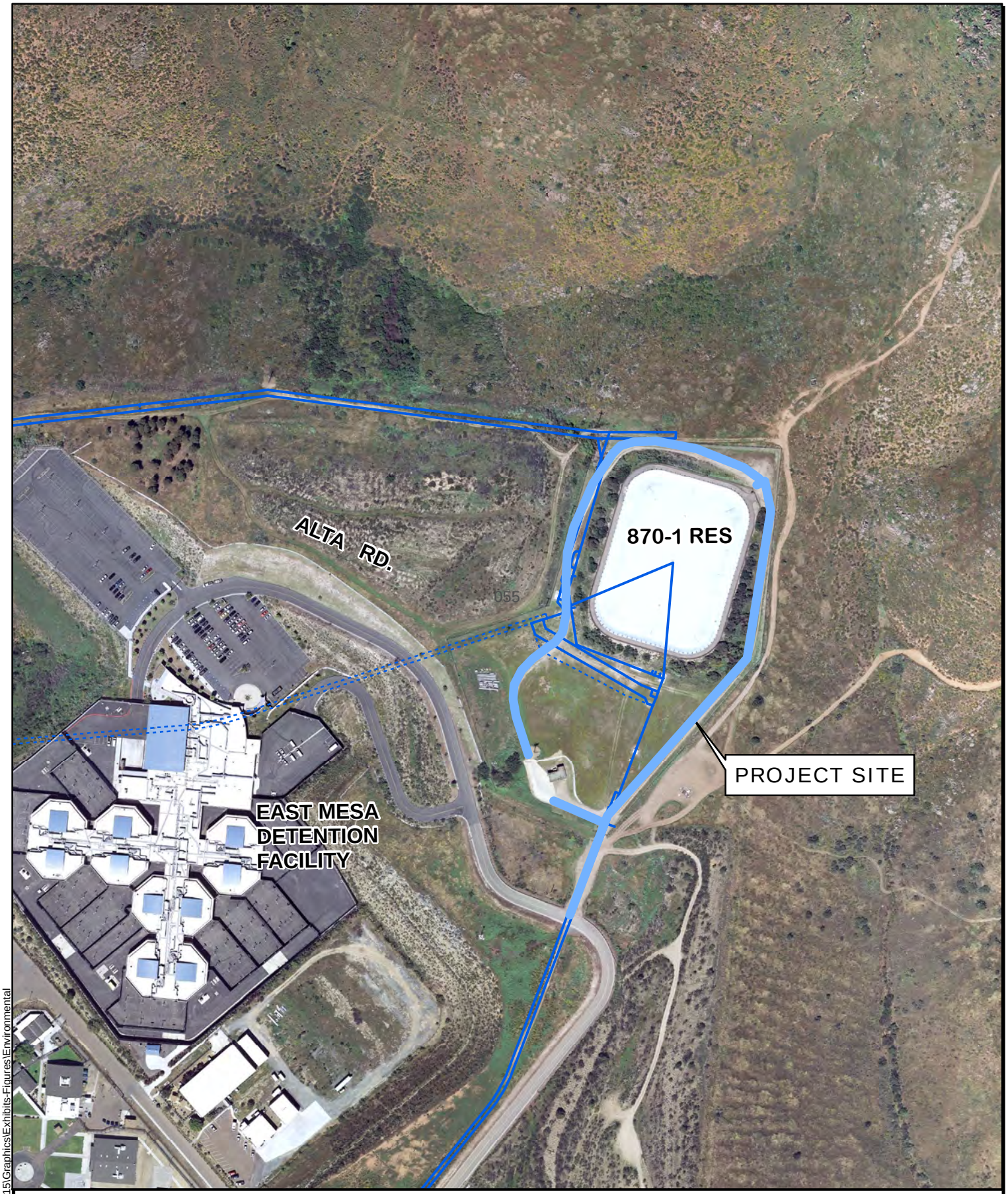

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Figure 2
870-1 Reservoir Access Road Paving Project
CIP P2515

1.4 Surrounding Land Use and Setting

The project vicinity is largely undeveloped. The project site is bounded to the northwest, northeast, and southeast by the Otay County Open Space Preserve. The closest developed land use to the Project is the East Mesa Detention Complex, which is located to the southwest. This is a complex of four county- and privately-operated detention facilities. The project site is more than two miles from the closest major highway or airport. The project site is wholly contained within Otay Water District property that contains a below ground Reservoir and is surrounded by a chain-link fence.

1.5 Authority to Prepare a Mitigated Negative Declaration

As provided in California Environmental Quality Act (CEQA) Section 15070 (Title 14 – California Code of Regulations), an MND may be prepared for a project subject to CEQA when an Initial Study has identified potentially significant effects on the environment, but when revisions to the project have been made so that no significant effect on the environment would result from project implementation. The District is the lead agency and is responsible for planning, constructing, and operating the training facility. Based on the findings of the Initial Study/Environmental Checklist Form prepared for this project, the District has determined that preparation of the MND is the appropriate method to present environmental review of the proposed project in compliance with CEQA. Section 2 of this MND provides the Initial Study/ Environmental Checklist Form.

1.6 Preparer of the Mitigated Negative Declaration

This MND was prepared by Lisa Coburn-Boyd, Environmental Compliance Specialist, Otay Water District, 2554 Sweetwater Springs Blvd., Spring Valley, California, 91978.

Section 2
Initial Study/Environmental Checklist Form

1.	**Project Title:**	Otay Water District 870-1 Reservoir Access Road Paving Project
2.	**Lead Agency Name and Address:**	Otay Water District 2554 Sweetwater Springs Boulevard Spring Valley, CA 91978-2004
3.	**Contact Person and Phone Number:**	Lisa Coburn-Boyd, Environmental Compliance Specialist (619) 670-2219
4.	**Project Location:**	The Access road would extend from the Otay Water District's Regulatory Site at 11880 Campo Road, Spring Valley, CA 91978, to the County of San Diego Sheriff Station that is under construction and to a secondary access road that connects to SR-94. The access road would extend through parcel 506-140-13-00. The site's regional location is shown in Figure 1.
5.	**Project Sponsor's Name and Address:**	Otay Water District 2554 Sweetwater Springs Boulevard Spring Valley, CA 91978-2004
6.	**General Plan Designation:**	Rural Lands 40 and Public/Semi-Public
7.	**Zoning:**	S90 Holding Area

8. Description of Project:

The District is proposing the paving of an existing dirt and gravel access road that encircles the 870-1 Reservoir facilities in order to provide year-round access and reduce on-going road maintenance activities (Figure 2). The currently unpaved road is approximately 2,100 feet long and approximately 10 to 12 feet wide, covering a total area of approximately 21,000 square feet (0.48 acre). The road starts at the south access gate and encircles the reservoir, it is between the reservoir and a chain-link fence that surrounds the reservoir site.

All planned construction activities would take place within previously developed areas (the existing dirt road). The road would be paved with asphalt concrete and require the use construction equipment that includes a grader, dozer, roller, dump truck and backhoe. Staging of any construction equipment will occur in disturbed areas. BMP's will be used during construction to ensure that all materials generated during construction are contained and/or disposed of properly. There will be no impact to vegetation at the site which generally occurs between the inner edge of the access road and the outer edge of the reservoir.

The project consists solely of the paving of the existing access road. There are no other structures included in the project and no new lighting. The operations aspect of the project will not change after project completion. Currently, District Operations staff visits the site once per day with the potential of one other maintenance staff visit per week. The operations component of the project will remain the same after paving is completed.

9. Surrounding Land Uses and Setting:

The project vicinity is largely undeveloped. The project site is bounded to the northwest, northeast, and southeast by the Otay County Open Space Preserve. The closest developed land use to the Project is the East Mesa Detention Complex, which is located to the southwest. This is a complex of four county- and privately-operated detention facilities. The project site is more than two miles from the closest major highway or airport. The project site is wholly contained within Otay Water District property that contains a below ground Reservoir and is surrounded by a chain-link fence.

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Environmental Factors Potentially Affected:

The environmental factors checked below would potentially be affected by this project (i.e., the project would involve at least one impact that is a "Potentially Significant Impact"), as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agricultural Resources	☐ Air Quality
☒ Biological Resources	☐ Cultural Resources	☐ Geology/Soils
☐ Hazards and Hazardous Materials	☐ Hydrology/Water Quality	☐ Land Use/Planning
☐ Mineral Resources	☐ Noise	☐ Population/Housing
☐ Public Services	☐ Recreation	☐ Transportation/Traffic
☐ Utilities/Service Systems	☐ Mandatory Findings of Significance	

Determination:

On the basis of this initial evaluation:

☐ I find that the proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions to the Project have been made by or agreed to by the Project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed Project MAY have an impact on the environment that is "potentially significant" or "potentially significant unless mitigated" but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards and (2) has been addressed by mitigation measures based on the earlier analysis, as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the Project, nothing further is required.

Lisa Coburn-Boyd
Signature

June 12, 2014
Date

Lisa Coburn-Boyd
Printed Name

Otay Water District
For

Environmental Checklist

Aesthetics

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
1.	**AESTHETICS.** Would the project:				
a.	Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b.	Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings along a scenic highway?	☐	☐	☐	☒
c.	Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☐	☒
d.	Create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?	☐	☐	☐	☒

Discussion

a) Have a substantial adverse effect on a scenic vista?

No Impact.

The paving of the access road would not have an adverse effect on scenic vistas because there are no designated scenic vistas in the area. The work will occur within the same area as the existing dirt access road and will not affect any vistas. No impact will occur as a result of the project.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings along a scenic highway?

No Impact.

There are no scenic highways in the area of the project. No impact will occur as a result of the project.

c) Substantially degrade the existing visual character or quality of the site and its surroundings?

No Impact.

The paving of the access road around the reservoir will occur in the same footprint as the existing dirt access road that surrounds a public water supply reservoir, and is not accessible to the general public. There will not be any impact to the vegetation or alteration of the terrain adjacent to the road. Therefore, there will be no impact as a result of the project.

d) Create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?

No Impact.

The paving of the access road design does not include any lighting facilities. No impact will occur as a result of the project.

Agricultural and Forest Services

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
2.	**AGRICULTURAL AND FOREST RESOURCES.** In determining whether impacts on agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation. Would the project:				
a.	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b.	Conflict with existing zoning for agricultural use or conflict with a Williamson Act contract?	☐	☐	☐	☒
c.	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)) or timberland (as defined in Public Resources Code section 4526)?	☐	☐	☐	☒
d.	Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e.	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest to non-forest use?	☐	☐	☐	☒

Discussion

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

No Impact.

According to the maps prepared by the Farmland Mapping and Monitoring Program of the California Dept. of Conservation, Land Resources Division, the project site does not contain any Prime Farmland, Unique Farmland, or Farmland of Statewide Importance and, therefore will not convert any Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use. No impact will occur as a result of the project.

b) Conflict with existing zoning for agricultural use or conflict with a Williamson Act contract?

No Impact.

The project does not contain an agricultural zoning designation and is not associated with a Williamson Act contract. Therefore, there will be no impact as a result of the project.

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)) or timberland (as defined in Public Resources Code section 4526)?

No Impact.

The project site does not contain any forest lands or timberland. Therefore, the project will not cause any rezoning of these lands and no impact will occur as a result of the project.

d) Result in the loss of forest land or conversion of forest land to non-forest use?

No Impact.

The project site does not contain any forest lands, therefore there is not any possibility for the loss of forest lands or for conversion of forest lands to a non-forest use. No impact will occur as a result of the project.

e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest to non-forest use?

No Impact.

There are no farmland on or adjacent to the access road paving project site so that the construction would not cause any conversion of farmland to non-agricultural or non-forest uses. Therefore, there will be no impact as a result of the project.

Air Quality

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
3.	**AIR QUALITY.** When available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a.	Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
b.	Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☒	☐
c.	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is a nonattainment area for an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?	☐	☐	☒	☐
d.	Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
e.	Create objectionable odors affecting a substantial number of people?	☐	☐	☒	☐

Discussion

a) Conflict with or obstruct implementation of the applicable air quality plan?

No Impact.

The project site is in the San Diego Air Basin (SDAB) which is contiguous with San Diego County. Within San Diego County, the San Diego Air Pollution Control District (SDAPCD) has the primary responsibility for the development and implementation of rules and regulations designed to attain national and state ambient air quality standards, as well as the permitting of new or modified sources, development of air quality management plans, and adoption and enforcement of air pollution regulations. The SDAPCD is the local agency responsible for the administration and enforcement of air quality regulations in San Diego County. The San Diego Regional Air Quality Strategy (RAQS) is the region's plan for improving regional air quality while attaining state standards, while the State Implementation Plan (SIP) is the region's plan for improving regional air quality while attaining federal standards. The SDAPCD develops a set of emissions control measures that reduce emissions within the basin, in an effort to attain NAAQS and CAAQS. These emission controls are adopted as local air quality rules and regulations.

ICF International completed an air quality analysis (Appendix A) which estimated the air quality emissions for the project. Based on the results of this analysis, it is expected that there would be less than significant short term construction impacts and no long-term operational impacts on air quality due to the proposed project. Additionally, the RAQS also relies on information from the San Diego Association of Governments (SANDAG) regarding projected growth in the county, which is based in part on local general plans. The proposed Project would not result in a change of land uses and is therefore consistent with the County of San Diego General Plan. Therefore, because the project would be consistent with the County of San Diego General Plan, which was used in the formulation of the RAQS and SIP, the project is considered consistent with the RAQS and SIP and would not conflict or obstruct with their implementation.

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

Less than Significant Impact.

The Proposed Project would pave an existing dirt and gravel service road that encircles a small reservoir in order to facilitate improved access around the reservoir. Construction of the project would result in emissions as a result of ground disturbance, off-road construction vehicle exhaust, emissions from employee and asphalt delivery travel, and off-gassing from paving activities. Emissions would vary from day to day, depending on the level of activity, the specific type of construction activity occurring, and, for fugitive dust, prevailing weather conditions. The ICF international air quality analysis (Appendix A) estimated the project's construction emissions which were compared to SDAPCD air quality impact analysis (AQIA) trigger levels, (SDAPCD Rule 20.2 and 20.3) Based on this analysis it was determined that the levels would be far below AQIA trigger levels. Therefore there would be a less than significant impact as a result of the project.

c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is a nonattainment area for an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?

Less than Significant Impact.

See **3. b)** above. The construction activity and project operation would not have any impacts on air quality so there would be a less than significant impact as a result of the project.

d) Expose sensitive receptors to substantial pollutant concentrations?

Less than Significant Impact.

Construction of the access road would create emissions and fugitive dust which has the potential to impact any nearby sensitive receptors. BMPs will be used to limit fugitive dust emissions from construction activities and adherence to SDAPCD Rules 50, 51, and 55 would limit emissions that may be capable of impacting any nearby receptors. Therefore, the project would not expose sensitive receptors to substantial pollutant concentrations and the project will have a less than significant impact for this issue.

e) Create objectionable odors affecting a substantial number of people?

Less than Significant Impact.

Project-related odor emissions would be limited to the construction period and may include odors from the construction equipment and the asphalt paving. These odors would not affect a substantial number of people because there are no residential areas near the project site. There would be no permanent impacts since any odor generation would terminate upon completion of the construction phase of the project. Therefore, there will be a less than significant impact with regards to odors from the project.

Biological Resources

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
4.	**BIOLOGICAL RESOURCES.** Would the project:				
a.	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
b.	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☒	☐
c.	Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marshes, vernal pools, coastal wetlands, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☒	☐
d.	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e.	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f.	Conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

Discussion

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

Less than Significant Impact with Mitigation Incorporated.

ICF International staff performed biological surveys and prepared a Biological Letter Resources Report (Biological Letter) in the spring and summer of 2013 to analyze potential effects of the proposed project on sensitive biological resources. The report is provided as Appendix B. The biological surveys included a general biological survey, focused surveys for Quino checkerspot butterfly and dry season sampling for listed fairy shrimp.

Vegetation Communities

The access road is currently unpaved and maintained free of vegetation. Within the 300 foot survey buffer surrounding the project alignment, there are seven different vegetation communities. Diegan Coastal Sage Scrub, Disturbed Diegan Coastal Sage Scrub, Non-native Grassland, Disturbed Southern Willow Scrub, Disturbed Mule Fat Scrub, Disturbed Habitat, and Developed.

Sensitive Plant and Wildlife Species

Field surveys and a search of the California Natural Diversity Database (CNDDB) and California Native Plant Species (CNPS) identified 30 special-status plant species that occur or have the potential to occur in the project vicinity (refer to Attachment B of the Biological Letter). Field surveys and a search of the CNDDB also identified 22 special-status wildlife species that occur or have the potential to occur in the project vicinity (refer to Attachment C of the Biological Letter).

Focused surveys were conducted for Quino checkerspot butterfly. No adult or larval Quino were detected during the survey. One western spadefoot tadpole was found occupying a ponded road-rut. The basin containing this and other road ruts was sampled for San Diego and Riverside Fairy Shrimp during the dry season. The results of this sampling were negative, the full report is attached in Appendix B.

Impacts

The project does not include any removal of vegetation from the site so there will be no impact to native vegetation habitats. Temporary construction fencing will be installed around the vegetation close to the project site to ensure that no impacts occur.

Prior to the start of construction, it is possible that direct impacts would result from vehicle traffic on the access road when ponded water is present. In order to avoid direct impacts to western spadefoot, Mitigation Measure Bio-1 will be implemented. This measure consists of pre-construction surveys by a qualified biologist when suitable conditions are present to determine if the species is present. If present, the species will be removed from the impact area.

Increased noise levels during construction could result in indirect impacts on the coastal California gnatcatcher (or other special-status birds/raptor species or species protected by the Federal Migratory Bird Treaty Act [MBTA]), if construction would occur during the breeding season. Because project construction activities could result in impacts on the coastal California gnatcatcher or other special-status birds/raptor species or species protected by the MBTA, this would be a potentially significant impact. Implementation of Mitigation Measure BIO-2 would reduce the project's potential direct and indirect adverse impacts from short-term construction noise on coastal California gnatcatcher, special-status birds/raptor species, or species protected by the MBTA to a less-than-significant level.

Mitigation Measure BIO-1: Pre-Construction Biological Survey for Western Spadefoot. Due to the observed presence of one western spadefoot tadpole, a qualified biologist will conduct pre-construction surveys to determine if this species is present. If present, the species will be removed from the project site.

Mitigation Measure BIO-2: Construction Not to Occur during Coastal California Gnatcatcher Breeding Season. Prior to any construction activity, all contractual agreements with the District will ensure that the following project requirements regarding sensitive wildlife species are completed.

- No clearing, grubbing, grading of vegetation will occur between February 15 and August 31, the breeding season of the coastal California gnatcatcher. However, if construction is proposed during the breeding season for the gnatcatcher, the following requirements will have to be met to the satisfaction of the County:
  - U.S. Fish and Wildlife Service protocol surveys will be required in order to determine species' presence or absence.
  - If no gnatcatchers are detected within 300 feet of the proposed grading/construction, then no restriction on grading will be necessary.
  - If gnatcatchers are present, measures to minimize noise impacts will be required and should include temporary noise walls and/or berms.
  - If the survey is not performed and construction is proposed during the species' breeding season, presence will be assumed and a temporary wall/berm will be required.
  - Noise levels from grading/construction activities during the breeding season should not exceed 60 dBA hourly LEQ at the edge of the occupied habitat, or the ambient noise level if noise levels already exceed 60 dBA hourly LEQ.

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

Less than Significant Impact.

As discussed in the Biological Resources Letter Report (Appendix B), the project will not impact any vegetation. Due to the location of potentially sensitive riparian habitats adjacent to the road, standard BMP's will be used to contain any runoff from construction activity reducing the potential impact to less than significant. Therefore, the impact of the project for this issue will be less than significant.

c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marshes, vernal pools, coastal wetlands, etc.) through direct removal, filling, hydrological interruption, or other means?

Less than Significant Impact.

See response **4. b)** above.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

No Impact.

The proposed project is the paving of an existing dirt and gravel access road on District property that is entirely contained within a barbed-wire topped, chain-link fence enclosure. As such, the presence of a paved

road would not alter the permeability to wildlife of this site. The proposed road will support limited vehicular traffic and will not include structures or physical barriers that would impede or discourage wildlife movement across the road. Therefore, no impact would occur as a result of the project.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

No Impact.

The project is the paving of an existing dirt and gravel access road surrounding a reservoir. As a result, the proposed project would not be in conflict with any local policies or ordinances protecting biological resources. Therefore, no impact would occur as a result of the project.

f) Conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan?

No Impact.

The project is not located within an area with an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan. Therefore, there will be no impact as a result of the project.

Cultural Resources

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
5.	**CULTURAL RESOURCES.** Would the project:				
a.	Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?	☐	☐	☐	☒
b.	Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	☐	☐	☐	☒
c.	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒
d.	Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☒	☐

Discussion

a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?

No Impact.

A project site reconnaissance and record search was conducted by ICF International archaeologists and the results are documented in a letter report to the District, dated April 18, 2013 (Appendix C). Based on the results of the cultural resources survey, no historical resources as defined in Section 15064.5 were identified within the project site. Therefore, the proposed project would not cause an adverse change to a historical resource and there would be no impact as a result of the project.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

No Impact.

The cultural resources survey conducted for the project site (ICF Intl., April, 2013) found no archaeological resources located on the project site. There would be no impact as a result of the project.

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

No Impact.

A geotechnical report of the site was conducted by MTGL in June, 2013 (Appendix C). The subsurface exploration done for the study indicated that the access road site consists of 4.5 foot to 5.5 foot of undocumented fill, deposited when the reservoir was constructed. The project will remove approximately 9 inches of this fill for the paving of the road. Native soils will not be disturbed by the paving of the road. Therefore, there is no possibility for the destruction of a unique paleontological resource or site or unique geologic feature. There would be no impact as a result of the project.

d) Disturb any human remains, including those interred outside of formal cemeteries?

Less than Significant Impact.

The cultural resources survey for the site found no evidence of human remains or cultural resources in the project site. However, there is a possibility that human remains could be found at the site. In the event that human remains are discovered during Project activities, the procedures outlined in Section 7050.5 of the California Health and Human Safety Code would be followed. Therefore, impacts on human remains would be less than significant.

Geology and Soils

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
6.	**GEOLOGY AND SOILS.** Would the project:				
a.	Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
	1. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
	2. Strong seismic groundshaking?	☐	☐	☒	☐
	3. Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
	4. Landslides?	☐	☐	☒	☐
b.	Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c.	Be located on a geologic unit or soil that is unstable or that would become unstable as a result of the project and potentially result in an onsite or offsite landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☐	☒	☐
d.	Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☒	☐
e.	Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒

Discussion

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

Less than Significant Impact.

An investigation of the geologic conditions of the site was prepared for the District by MTGL Inc. in June, 2013 (Appendix D). The site is not located within the Alquist-Priolo Earthquake Fault Zone. Per the findings in the geotechnical analysis, the site is not within an earthquake fault zone. Therefore, potential impacts from surface rupture of an active fault would be less than significant.

2) Strong seismic groundshaking?

Less than Significant Impact.

As with most southern California regions, the project site would be subject to strong ground shaking in the event of a major earthquake. Although the site is not within an earthquake fault zone, the nearest known active fault likely to generate the highest ground accelerations at the site is the Rose Canyon Fault, located about 15 miles northwest of the site. Therefore, the project site could experience ground motion during its design life as a result of regional seismic activity. Potential for ground shaking during earthquakes and engineering design measures would be a part of the proposed access road. With incorporation of standard measures, potential impacts on the proposed access road from seismic groundshaking would be less than significant.

3) Seismic-related ground failure, including liquefaction?

Less than Significant Impact.

The geotechnical report prepared by MTGL Inc. in June, 2013 found that the site has relatively dense subsurface soils and that there is no groundwater table present. Under these conditions, the potential for liquefaction at the site is negligible. Therefore, the proposed project would have a less than significant impact to seismic-related ground failure, including liquefaction.

4) Landslides?

Less than Significant Impact.

The geotechnical report found that the potential for the site to be impacted by landslides and debris flows is considered to be very low due to the shallow depth to formation materials and the relative density of the materials.

b) Result in substantial soil erosion or the loss of topsoil?

Less than Significant Impact.

The project site has been relatively disturbed by the development of the existing reservoir and the existing dirt and gravel access road. The grading that will be done to prepare the road for paving could disturb soil that would potentially be exposed to wind and water erosion for a short period of time. During the grading activities the project will be required to implement Best Management Practices (BMPs) for the short-term erosion impacts associated with the construction activities. With the implementation of the BMPs, potential impacts associated with soil erosion would be less than significant.

c) Be located on a geologic unit or soil that is unstable or that would become unstable as a result of the project and potentially result in an onsite or offsite landslide, lateral spreading, subsidence, liquefaction, or collapse?

Less than Significant Impact.

Based on the information contained in the above-referenced geotechnical report, the potential impact to the proposed project from unstable geologic units would be less than significant.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

Less than Significant Impact.

Based on the information contained in the above-referenced geotechnical report, the access road paving would not be impacted by expansive soils. Additionally, according to County sources the proposed project is not within an area of potential expansive soils (County of San Diego, 2011). Based on this information, the potential impact to the proposed project from expansive soils would be less than significant.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater?

No Impact.

The project is the paving of a dirt access road around a potable water reservoir. It does not propose the use of septic tanks or alternative wastewater disposal systems. Therefore, no impact would occur as a result of the project.

Greenhouse Gas Emissions

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
7.	**GREENHOUSE GAS EMISSIONS.** Would the project:				
a.	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b.	Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

Discussion

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less than Significant Impact.

Construction of the proposed project would result in GHG emissions as a result of off-road construction equipment exhaust and from employee and asphalt delivery travel. Total GHG emissions would vary depending on the level of activity, the specific type of construction activity occurring, and the amount of time each equipment or vehicle is in use. ICF International completed an air quality and greenhouse gas analysis for the project (Appendix A) and estimated the GHG emissions for the project based on an earlier analysis done for a similar, but larger District road paving project, the Regulatory Site Access Road Project. The GHG analysis for the Regulatory Site Access Road included an estimation of construction GHG emissions using CalEEMod. Emissions were summed over the entire construction period, added to annual operational emissions, and compared to the CAPCOA screening threshold. Emissions were found to be far below the CAPCOA screening threshold and were considered to be less than significant. Activity associated Regulatory Site Access Road construction is expected to be greater than expected for this proposed project. Therefore, because this proposed project would result in less activity over a shorter duration, total GHG emissions from construction are anticipated to be of similar or less quantity than for the Regulatory Site Access Road. Therefore, GHG emissions from this proposed project are considered to be less than significant.

b) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?

Less than Significant Impact.

The District has yet to adopt a qualified plan, policy, or regulation to reduce GHG emissions. Therefore, the most applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions is Assembly Bill 32, which codified the state's GHG emissions reduction targets for the future. The County of San Diego has recently adopted a Climate Action Plan and thresholds of significance for various types of projects. As discussed in the response to 7a, the combined construction and operations GHG emissions would not exceed the County's 2,500 $MTCO_2e$ bright line threshold. Long-term operations would not change from before the implementation of the project and would be minimal, one motor vehicle trip per day. Therefore, because the

project would result in construction emissions below relevant threshold and since the project would not result in additional trip generation during long term operation, the proposed project would not hinder implementation of statewide or regional plans, policies, or regulations adopted for the purpose of reducing GHG emissions. The impact of the project for this issue would be less than significant.

Hazards and Hazardous Materials

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
8.	**HAZARDS AND HAZARDOUS MATERIALS.** Would the project:				
a.	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b.	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c.	Emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d.	Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e.	Be located within an airport land use plan area or, where such a plan has not been adopted, be within two miles of a public airport or public use airport, and result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
f.	Be located within the vicinity of a private airstrip and result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
g.	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
h.	Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☐	☒

Discussion

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less than Significant Impact.

The project is the construction of a paved access road around a potable water reservoir. During the project construction phase, construction equipment would use diesel fuel and other petroleum-based products. The use of diesel fuel and petroleum-based products would be temporary, and standard BMPs (see discussion section **9. b)** for a list of BMPs) would be applied to ensure that all hazards potentially occurring during this phase of the project would not create a significant hazard to the public. Therefore, impacts during construction would be less than significant.

During the operations phase of the project, a portion of the paved road will be used on infrequent occasions to deliver sodium hypochlorite to a disinfection facility located on the south end of the reservoir site. Deliveries of this chemical occur once or twice per year for emergency disinfection of the reservoir. Transport of this material is regulated by the California Health and Safety Code and any transport would comply with all mandatory regulations to ensure prevention of hazardous conditions. The District has set forth standard and mandatory safety procedures for the delivery, storage, and use of hypochlorite in HMS 101.21, "Sodium and Calcium Hypochlorite Safety Procedure," which lays out safe work practices to protect employees and container, delivery, and disposal procedures to protect the environment and other people who may be in proximity to these chemicals. The infrequent use and adherence to mandatory safety procedures ensure that the project's impacts due to any project-related presence of hazardous materials would be less than significant.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less than Significant Impact.

See response to **8. a)** above. Therefore, impacts of the project for this issue would be less than significant.

c) Emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

No Impact.

There are no schools located within one-quarter mile of the project site. Therefore, no impact would occur as a result of the project.

d) Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

No Impact.

The project site is not included on a list of hazardous materials site pursuant to Government Code Section 65962.5 (Envirostor Database, DTSC). Therefore, no impact would occur as a result of the project.

e) Be located within an airport land use plan area or, where such a plan has not been adopted, be within two miles of a public airport or public use airport, and result in a safety hazard for people residing or working in the project area?

No Impact.

The proposed project site is not located within two miles of a public airport. Therefore, no impact would occur as a result of the project.

f) Be located within the vicinity of a private airstrip and result in a safety hazard for people residing or working in the project area?

No Impact.

The proposed project site is not located within the vicinity of a private airstrip. Therefore, no impact would occur as a result of the project.

g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

No Impact.

The project is the paving of an access road around a potable water reservoir and would not impact traffic on any nearby roadway. There would be no interference with an adopted emergency response plan or emergency evacuation plan. Therefore, there would be no impact as a result of the project.

h) Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

No Impact.

The proposed project is the paving of an existing access road around a potable water reservoir in a rural setting. Therefore, the project will not expose people or structures to the potential risk of wildland fires and there would be no impact as a result of the project.

Hydrology and Water Quality

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
9.	**HYDROLOGY AND WATER QUALITY.** Would the project:				
a.	Violate any water quality standards or waste discharge requirements?	☐	☐	☒	☐
b.	Substantially deplete groundwater supplies or interfere substantially with groundwater recharge, resulting in a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level that would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☐	☒
c.	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation onsite or offsite?	☐	☐	☐	☒
d.	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding onsite or offsite?	☐	☐	☒	☐
e.	Create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☒	☐
f.	Otherwise substantially degrade water quality?	☐	☐	☒	☐
g.	Place housing within a 100-year flood hazard area, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒
h.	Place within a 100-year flood hazard area structures that would impede or redirect floodflows?	☐	☐	☐	☒
i.	Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☐	☒

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
j.	Contribute to inundation by seiche, tsunami, or mudflow?	☐	☐	☐	☒

Discussion

a) Violate any water quality standards or waste discharge requirements?

Less than Significant Impact.

The proposed project is the paving of an existing dirt and gravel road wholly contained within District property. Project construction is small-scale and not located adjacent to any natural water bodies. The District's construction contract documents will include a list of BMPs that would be required during project construction in order to eliminate any opportunity of sediment and/or pollutants being discharged from the construction impact area. The BMPs are:

- Sediment Control with Fiber rolls.
- Sediment Control with Gravel Bags Berm
- Stabilized Construction Exit to Prevent Offsite Tracking of Sediment
- Street Sweeping to Prevent Offsite Tracking of Sediment
- Runoff Velocity Control with Energy Dissipator
- Site Management with Sanitary Waste Management
- Site Management with Vehicle and Equipment Fueling
- Site Management with Vehicle and Equipment Maintenance.

Post Construction Impacts

With implementation of the project, an area characterized by a dirt road would be converted to paved roadway. As a result, runoff would flow from the paved road at greater velocities than associated with the existing conditions. The District proposes to incorporate permanent BMPs listed below into the access road design to ensure that stormwater runoff from the paved road does not result in increased erosion or impacts on water quality. The work area would be clearly delineated for the construction of the road and all areas outside of these limits of work would remain undisturbed.

- Minimize erosion from slopes.
- Disturb existing slopes only when necessary.
- Direct flows leaving the road by the use of berms and direct these flows into a berm outlet with energy dissipator.

Implementation of standard BMPs ~~identified in the SWPPP~~ would minimize potential impacts from construction activities. By the use of construction BMPs and the incorporation of permanent BMPs in the project design, the project would be consistent with the County of San Diego's Watershed Protection, Stormwater Management, and Discharge Control Ordinance. Therefore, the proposed project would not violate any water quality standards or waste discharge requirements and impacts would be less than significant. ~~Therefore, impacts from the project for this issue would be less than significant.~~

b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge, resulting in a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level that would not support existing land uses or planned uses for which permits have been granted)?

No Impact.

Paving of the existing access road would not require the consumption of groundwater supplies or interfere with groundwater recharge. Potable water would be supplied to the construction area. Therefore, no impacts would occur as a result of the project.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation onsite or offsite?

No Impact.

Paving of the access road would follow the alignment of the existing dirt road around the reservoir and would not involve any substantial changes to the topography of the area. Therefore, the proposed project would not substantially alter the existing drainage pattern of the project area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on or off the site. Therefore, there would be no impact as a result of the project.

d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding onsite or offsite?

Less than Significant Impact.

See responses to 9a and 9c. Although the proposed access road would increase the extent of impervious surfaces from that associated with the existing dirt road, the design of the road would allow the water to drain from the road so that any increase in stormwater runoff would be absorbed within the surrounding area and would not result in flooding on or off the site. Therefore, impacts would be less than significant.

e) Create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

Less than Significant Impact.

See responses to 9a and 9c. Impacts would be less than significant.

f) Otherwise substantially degrade water quality?

Less than Significant Impact.

See responses to **9. a)** and **9. c)**. Impacts would be less than significant.

g) Place housing within a 100-year flood hazard area, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

No Impact.

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps for San Diego County, the entire area of the access road is mapped as being outside the 100-year floodplain, meaning that

there is a very low chance that damaging floods would occur on the site (FEMA 1999). In addition, the proposed project does not include the construction of any housing units. Therefore, the project would not place housing within a 100-year flood hazard area, and no impact would occur as a result of the project.

h) Place within a 100-year flood hazard area structures that would impede or redirect floodflows?

No Impact.

See response to 9g. The entire area proposed for the access road is mapped as being outside the 100-year floodplain (FEMA 1999). Therefore, no impact would occur as a result of the project.

i) Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam?

No Impact.

As discussed above, the access road is not in an area that is prone to flooding events. The proposed project would not expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam, because there are no levees or dams in the project vicinity. No impact would occur as a result of the project.

j) Contribute to inundation by seiche, tsunami, or mudflow?

No Impact.

The project site is greater than 13 miles east of the Pacific Ocean. The closest body of water is the Otay Reservoir, approximately 1.4 miles north of the project site. No impacts associated with inundation by seiche, tsunami, or mudflow would occur as a result of the project.

Land Use and Planning

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
10.	**LAND USE AND PLANNING.** Would the project:				
a.	Physically divide an established community?	☐	☐	☐	☒
b.	Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, a general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒
c.	Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☐	☒

Discussion

a. Physically divide an established community?

No impact.

The proposed access road would generally follow the alignment of an existing dirt access road. The project does not propose the introduction of new infrastructure such as major roadways, water supply systems, or utilities to the area. The access road is in an unincorporated area in East Otay Mesa, adjacent to the County of San Diego's George F. Bailey Detention Facility. The proposed access road is wholly contained within District property and would not divide any established community. Therefore, construction of the access road on the site would not divide an established community and there would be no impact as a result of the project.

b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, a general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

No impact.

The Project site is wholly contained within District property. As a Special District, local land use plans or policies are not applicable to the District. In addition, as discussed in other sections of this initial study, there will be no direct impacts on biological resources associated with the project. No other significant impacts on the environment have been identified. As a result, there would be no impact as a result of the project.

c. Conflict with any applicable habitat conservation plan or natural community conservation plan?

No impact.

The proposed project would be located on the District's property surrounding their 870-1 potable water reservoir and is limited to the paving of an existing access road. As a result, the project would not conflict with any habitat conservation plans or natural community conservation plans and no impact would occur as a result of the project.

Mineral Resources

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
11.	MINERAL RESOURCES. Would the project:				
a.	Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b.	Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☒

Discussion

a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No Impact.

The project site is located within a relatively disturbed area surrounding a potable water reservoir. The project site is not identified as containing significant mineral resources. Based on the geotechnical report prepared by MTGL (Appendix D), the project site is not utilized for mineral resources mining or processing activity, nor is the site located in close proximity to such uses. Therefore, there would be no impact as a result of the project.

b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

No Impact.

See response to **11. a)**. The access road project is wholly contained within Otay Water District property. There are no locally important mineral resource recovery sites delineated on any local general plan, specific plan, or other land use plan within the vicinity of the project. Therefore, there would be no impact as a result of the project.

Noise

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
12.	**NOISE.** Would the project:				
a.	Expose persons to or generate noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies?	☐	☐	☒	☐
b.	Expose persons to or generate excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c.	Result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☒	☐
d.	Result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☒	☐
e.	Be located within an airport land use plan area, or, where such a plan has not been adopted, within two miles of a public airport or public use airport and expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒
f.	Be located in the vicinity of a private airstrip and expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

Discussion

a) Expose persons to or generate noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies?

Less than Significant Impact.

ICF International completed a noise analysis for the project. (Appendix E) Noise from the project is not expected to exceed County of San Diego Noise Ordinance Limits. The project is a short-term construction project that will not introduce any new noise-sensitive land uses and will not create new operations that could generate ongoing noise levels at existing noise sensitive land uses. The noise analysis found that the main source of noise associated with the project is construction activity and that construction noise levels would not exceed the applicable County noise standard of 75 dBA. Construction activity would not occur between the hours of 7:00 p.m. and 7:00 a.m, or at any time on a Sunday or holiday. Therefore, with these time and day restrictions, the project would have a less than significant impact for this issue.

b) Expose persons to or generate excessive groundborne vibration or groundborne noise levels?

Less-than-Significant Impact.

The proposed project is not expected to create excessive groundborne vibrations or groundborne noise levels. During construction, there could be a potential for the creation of short-term vibrations related to the use of construction equipment in the project area. However, because high-impact type methods would not be used (i.e., no pile-driving or blasting), the potential for excessive groundborne vibrations and noise levels would be significantly reduced. The contractor for the project would comply with all construction activity time limits required by the County Noise Ordinance. In addition, the closest noise- and vibration-sensitive land uses are approximately 450 feet from the project site. Vibrations dissipate relatively quickly through typical soils. As a result, vibration from construction activities would be well below thresholds of perceptibility at the nearest noise- and vibration-sensitive land uses. Therefore, the impact from construction groundborne vibration and groundborne noise would be less than significant.

c) Result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

No impact.

The paving of the access road will not produce a substantial permanent increase in ambient noise levels since the sole noise generating component of the project is the construction of the paved access road. The use of the road remains the same as before the project would be implemented. Therefore, there would be no impact as a result of the project.

d) Result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

Less-than-Significant Impact.

See response to **12. a)**.

e) Be located within an airport land use plan area, or, where such a plan has not been adopted, within two miles of a public airport or public use airport and expose people residing or working in the project area to excessive noise levels?

No Impact.

The project site is not within an airport land use plan area or within 2 miles of a public airport or public use airport. Therefore, no impact would occur as a result of the project.

f) Be located in the vicinity of a private airstrip and expose people residing or working in the project area to excessive noise levels?

No Impact.

There are no private airstrips in the project vicinity, so no one residing or working in the project area would be exposed to excessive noise levels. Therefore, no impact would occur as a result of the project.

Population and Housing

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
POPULATION AND HOUSING. Would the project:				
a. Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	☐	☐	☐	☒
b. Displace a substantial number of existing housing units, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
c. Displace a substantial number of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Discussion

a) **Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?**

No Impact.

The proposed project is the paving of an existing dirt and gravel road to improve access to an existing potable water reservoir. The project would not induce population growth directly or indirectly. Therefore, there would be no impact as a result of the project.

b) ***Displace a substantial number of existing housing units, necessitating the construction of replacement housing elsewhere?***

No Impact.

There are no existing housing units on the proposed project site. The project would not displace existing housing, and there would be no impact as a result of the project.

c) ***Displace a substantial number of people, necessitating the construction of replacement housing elsewhere?***

No Impact.

The proposed project would not displace a substantial number of people because there are no residential uses on the project site. Therefore, there would be no impact as a result of the project.

Public Services

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
14.	**PUBLIC SERVICES.** Would the project:				
a.	Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities or a need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services:				
	Fire protection?	☐	☐	☐	☒
	Police protection?	☐	☐	☐	☒
	Schools?	☐	☐	☐	☒
	Parks?	☐	☐	☐	☒
	Other public facilities?	☐	☐	☐	☒

Discussion

a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities or a need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services:

Fire protection?

No Impact.

The proposed project is the paving of an existing dirt and gravel road to provide improved access to an existing potable water reservoir. The project does not include any extraordinary uses or operations that would create additional demand for public services. Therefore, there would be no impact to public services as a result of the project.

Police protection?

No Impact.

The proposed project is the paving of an existing dirt and gravel road to provide improved access to an existing potable water reservoir. The project does not include any extraordinary uses or operations that would create additional demand for public services. Therefore, there would be no impact to public services as a result of the project.

Schools?

No Impact.

The access road would not generate a demand for public school services. There would be no impact as a result of the project.

Parks?

No Impact.

Implementation of the proposed project would not generate a demand for parks or park services. Therefore, no impacts would occur as a result of the project.

Other public facilities?

No Impact.

No other public facilities would be affected. No impact would occur would occur as a result of the project.

Recreation

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
15.	**RECREATION.** Would the project:				
a.	Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b.	Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	☐	☐	☐	☒

Discussion

a. **Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?**

No Impact.

The proposed access road would not provide access to existing neighborhood parks, regional parks, or other recreational facilities. Therefore, substantial physical deterioration of these facilities would not occur or be accelerated. No impact would occur as a result of the project.

b. **Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?**

No Impact.

The proposed project does not include the construction of new recreational facilities or the expansion of existing recreational facilities. The construction or expansion of recreational facilities would not be required. No impact would occur as a result of the project.

Transportation and Traffic

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
16.	**TRANSPORTATION/TRAFFIC.** Would the project:				
a.	Exceed the capacity of the existing circulation system, based on an applicable measure of effectiveness (as designated in a general plan policy, ordinance, etc.), taking into account all relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	☐	☐	☐	☒
b.	Conflict with an applicable congestion management program, including but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	☐	☐	☐	☒
c.	Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☐	☒
d.	Substantially increase hazards because of a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
e.	Result in inadequate emergency access?	☐	☐	☐	☒
f.	Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	☐	☐	☐	☒

Discussion

a) Exceed the capacity of the existing circulation system, based on an applicable measure of effectiveness (as designated in a general plan policy, ordinance, etc.), taking into account all relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

Less than Significant Impact.

The project would not generate a considerable amount of traffic during the temporary construction period or during ongoing operation. The main route for construction traffic would be from I-905 to Alta Road or the SR-125 to Alta Road. Because of the small scale of the project, construction would require a very limited amount of materials and workers and would not exceed the capacity of the existing circulation system. A recent traffic

study for the District's Otay Mesa Conveyance and Disinfection Project (VRPA Technologies, June 2014) analyzed the existing traffic impacts on roads from the I-905 and SR-125 to Alta Road and following Alta Road to the vicinity of this project. The addition of the construction and worker vehicles needed for the proposed project would not exceed the capacity of the existing circulation system. Additionally, the operation of the project would not change from before the implementation of the project. Therefore, the project would have a less than significant impact for this issue.

b) Conflict with an applicable congestion management program, including but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

Less than Significant Impact.

See **15. a)** above. The project would not generate traffic of a great enough volume to conflict with any applicable congestion management programs for designated roads or highways. The level of service on the roads and highways that lead to the project site will not be impacted by the addition of the construction traffic. Operation traffic at the site will remain the same as before the proposed project. Therefore, the project would have a less than significant impact for this issue.

c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

No Impact.

The proposed access road would not create any change in air traffic patterns. No impact would occur.

d) Substantially increase hazards because of a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Less-than-Significant Impact.

The proposed paving of the access road is being built to allow for better access to the reservoir. In addition the access road would replace an existing dirt road with a paved roadway. Therefore, construction of the access road would not create new hazards associated with any design features. There would be ni impact as a result of the project.

e) Result in inadequate emergency access?

No Impact.

Impacts of the project on emergency access would be beneficial. The proposed paving of the access road would allow for easier access by Fire Protection vehicles than the dirt road that is currently in place. Therefore there would be no impact as a result of the project.

f) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?

No Impact.

Use of the proposed access road would not change or impede any established policies, plans, or programs that support alternative forms of transportation. Therefore, there would be no impact as a result of the project.

Utilities and Service Systems

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
17.	**UTILITIES AND SERVICE SYSTEMS.** Would the project:				
a.	Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☐	☒
b.	Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒
c.	Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☒	☐
d.	Have sufficient water supplies available to serve the project from existing entitlements and resources, or would new or expanded entitlements be needed?	☐	☐	☐	☒
e.	Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
f.	Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☒	☐
g.	Comply with federal, state, and local statutes and regulations related to solid waste?	☐	☐	☒	☐

Discussion

a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

No Impact.

No utilities would be extended within the proposed access road. Therefore, no impact related to wastewater treatment requirements would occur as a result of the project.

b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Less-than-Significant Impact.

No utilities would be extended within the proposed access road. Therefore, no impact related to the construction of new water or wastewater treatment facilities would occur as a result of the project.

c. Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Less-than-Significant Impact.

The proposed paving of an existing access road would not include new storm water drainage facilities or an expansion of any existing facilities. The construction plans for the project would include BMPs that comply with requirements of the County of San Diego Watershed Protection, Stormwater Management, and Discharge Control Ordinance. Therefore, construction of the access road would not result in significant environmental impacts.

d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or would new or expanded entitlements be needed?

No Impact.

No utilities would be extended within the proposed access road. Therefore, no impact related to water supplies would occur as a result of the project.

e. Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

No Impact.

No utilities would be extended within the proposed access road. Therefore, no impact related to wastewater treatment requirements would occur as a result of the project.

f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?

Less-than-Significant Impact.

Solid waste would be generated during construction of the access road that would be disposed of in accordance with the appropriate regulations. No long-term waste disposal would be associated with operation of the proposed access road. Therefore, no impact related to landfill capacity would occur as a result of the project.

g. Comply with federal, state, and local statutes and regulations related to solid waste?

Less-than-Significant Impact.

See response to **17. f)**.

Mandatory Findings of Significance

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
18.	**MANDATORY FINDINGS OF SIGNIFICANCE.**				
a.	Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b.	Does the project have impacts that are individually limited but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☒	☐	☐
c.	Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐

Discussion

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?

Less than Significant with Mitigation Incorporated.

Based on evaluations, technical studies, and discussions in this Initial Study, the proposed project does not have the potential to degrade the quality of the environment. In order to reduce potential impacts on biological resources to less than significant levels, the project would implement mitigation measures to protect sensitive vegetation communities and wildlife (see Section 4, "Biological Resources"). Therefore, with mitigation incorporated, the proposed project would not significantly affect the quality of the environment.

b) Does the project have impacts that are individually limited but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)

Less than Significant with Mitigation Incorporated.

The proposed project could result in cumulative impacts on biological resources; however, mitigation measures presented below are proposed to reduce all impacts to below a level of significance. With implementation of the proposed mitigation, impacts from the project would be less than significant.

Biological Resources

Mitigation Measure BIO-1: Pre-Construction Biological Survey for Western Spadefoot. Due to the observed presence of one western spadefoot tadpole, a qualified biologist will conduct pre-construction surveys to determine if this species is present. If present, the species will be removed from the project site.

Mitigation Measure BIO-2: Construction Not to Occur during Migratory Bird Breeding Season. Prior to any construction activity, all contractual agreements with the District will ensure that the following project requirements regarding sensitive wildlife species are completed.

- No clearing, grubbing, or grading of vegetation will occur between February 15 and August 31, the breeding season of the coastal California gnatcatcher. However, if construction is proposed during the breeding season for the gnatcatcher, the following requirements will have to be met to the satisfaction of the County:
  - U.S. Fish and Wildlife Service protocol surveys will be required in order to determine species' presence or absence.
  - If no gnatcatchers are detected within 300 feet of the proposed grading/construction, then no restriction on grading will be necessary.
  - If gnatcatchers are present, measures to minimize noise impacts will be required and should include temporary noise walls and/or berms.
  - If the survey is not performed and construction is proposed during the species' breeding season, presence will be assumed and a temporary wall/berm will be required.
  - Noise levels from grading/construction activities during the breeding season should not exceed 60 dBA hourly LEQ at the edge of the occupied habitat, or the ambient noise level if noise levels already exceed 60 dBA hourly LEQ.

***c)* Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?**

Less than Significant with Mitigation Incorporated.

Construction and operation of the proposed project would be wholly contained within the District-owned property designated for such uses. As discussed further in this Initial Study, the proposed project would not have environmental effects that would cause direct or indirect adverse effects on humans. As discussed above, in the response to **18. b)**, the proposed project could result in cumulative impacts on biological resources; however, mitigation measures are proposed to reduce all impacts to below a level of significance. With implementation of the proposed mitigation, impacts from the project would be less than significant.

19. EARLIER ANALYSIS. Earlier analyses may be used where, pursuant to tiering, program EIR, or other CEQA process, one or more effects have been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a discussion should identify the following on attached sheets:

a) Earlier analyses used. Identify earlier analyses and state where they are available for review.

b) Impact adequately addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in the earlier document pursuant to applicable legal standards and state whether such effects were addressed by mitigation measures based on the earlier analysis.

c) Mitigation measures. For effects that are "potentially significant unless mitigated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

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a) Earlier analyses used. Identify earlier analyses and state where they are available for review.

Final Mitigated Negative Declaration for the Otay Water District, Regulatory Site Access Road Improvements (***SCH#2012121948***) 2012. This document is available for review at the Otay Water District, 2554 Sweetwater Springs Boulevard, Spring Valley, California 91978.

Final Mitigated Negative Declaration for the San Miguel Regional Training Facility (SCH#2010081058). 2010. This document is available for review at the Otay Water District, 2554 Sweetwater Springs Boulevard, Spring Valley, California 91978.

b) Impact adequately addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in the earlier document pursuant to applicable legal standards and state whether such effects were addressed by mitigation measures based on the earlier analysis.

Not Applicable.

c) Mitigation measures. For effects that are "potentially significant unless mitigated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

Not Applicable.

Appendix A

Air Quality and Greenhouse Gases Letter Report

June 3, 2014

Lisa Coburn-Boyd
Environmental Compliance Specialist
Otay Water District
2554 Sweetwater Springs Road
Spring Valley, California 91978-2096

Subject: Otay Water District East Mesa Reservoir Road Paving Project – Air Quality and Greenhouse Gases

Dear Ms. Coburn-Boyd:

Please be advised that ICF International (ICF) has completed an air quality and greenhouse gas (GHG) analysis for the Otay Water District (OWD) East Mesa Reservoir Road Paving Project (Project). A summary of the analysis is presented below.

Project Overview

The OWD East Mesa Reservoir is located at the northern terminus of Alta Road, northeast of the East Mesa Detention Facility in the unincorporated community of Otay, San Diego County, California, approximately 10 kilometers east-southeast of Chula Vista, California (Figure 1). Specifically, the Project is located within the NE ¼ of Section 19 of Township 18 South, Range 1 East of the San Bernardino Base Meridian, as depicted on the United States Geological Survey Mesa, California 7.5-minute series quadrangle (1955 [photorevised 1971, photoinspected 1975]) (Figure 2). OWD plans to pave a dirt and gravel service road that encircles a small reservoir in order to facilitate improved access around the reservoir. The road is located between the reservoir and a chain-link fence that encompasses the facility. The Project area consists of the road and the area within 7.5 meters of each side of the road (Figure 3).

Existing Conditions

The Project vicinity is largely undeveloped. The Project site is bounded to the northwest, northeast, and southeast by the Otay County Open Space Preserve. The closest developed land use to the Project is the East Mesa Detention Complex, which is located to the southwest. This a complex of four county- and privately-operated detention facilities. The Project site is more than two miles from the closest major highway or airport and background noise levels are generally quite low except for operational noise from the Detention Complex which includes prisoners in the exercise yards and officers training at an outdoor firing range located at the northwest edge of the complex (approximately 2,500 feet from the Project site).

The Project site is in the San Diego Air Basin (SDAB), which is contiguous with San Diego County. Within San Diego County, the San Diego Air Pollution Control District (SDAPCD) has the primary responsibility for the development and implementation of rules and regulations designed to attain national and state ambient air quality standards, as well as the permitting of new or modified sources, development of air quality management plans, and adoption and enforcement of air pollution regulations. The SDAPCD is the local agency responsible for the administration and enforcement of air quality regulations in San Diego County. The San Diego Regional Air Quality Strategy (RAQS) is the region's plan for improving regional air quality while attaining state standards, while the State Implementation Plan (SIP) is the region's plan for improving regional air quality while attaining federal standards. The SDAPCD develops a set of emissions control measures that reduce emissions within the basin, in an effort to attain NAAQS and CAAQS. These emission controls are adopted as local air quality rules and regulations.

Air Quality and Greenhouse Gas Thresholds

Air quality standards for the County are based on the SDAPCD's Air Quality Impact Analysis (AQIA) trigger levels for new or modified stationary sources (APCD Rules 20.2 and 20.3). These trigger levels are used as a screening criterion for potential significance of air quality impacts and have been adopted to ensure reduced air quality violations. Any project would be considered to have a potentially significant air quality impact if the project's emission levels were to exceed any of the criteria presented in Table1 below.

Table 1. SDAPCD Air Quality Impact Analysis Trigger Levels

	Emission Rate		
Air Contaminant	**(pounds/hour)**	**(pounds/day)**	**(tons/year)**
PM10	--	100	15
PM2.5[1]	--	55	10
NOX	25	250	40
SOX[2]	25	250	40
CO	100	550	100
Pb[3]	--	3.2	0.6
VOC[4]	--	75	13.7

Source: County of San Diego 2007.

[1] Rule 20.2 and 20.3 do not include a PM2.5 threshold level. PM2.5 threshold level also used by the South Coast Air Quality Management District.

[2] Oxides of sulfur.

[3] Lead and lead compounds.

[4] The County of San Diego's CEQA Significance Determination Threshold for VOC threshold is based on South Coast Air Quality Management District (SCAQMD) levels and the Monterey Bay Air Pollution Control District (APCD), which has similar Federal and State attainment status as San Diego.

In addition, the following County of San Diego criteria are used to determine whether the project would expose sensitive receptors to substantial pollutant concentrations.

- Would the project place sensitive receptors near CO "hotspots" or create CO "hotspots" near sensitive receptors?
- Would the project result in exposure to TACs resulting in a maximum incremental cancer risk greater than 1 in 1 million without application of Toxics Best Available Control Technology, or a health hazard index greater than 1, and thus be deemed as having a potentially significant impact?
- Would project either generate objectionable odors or place sensitive receptors next to existing objectionable odors, which would affect a considerable number of persons or the public?

With regards to GHGs and climate change, the County of San Diego formally adopted guidelines in 2013 for evaluating the significance of GHG and climate change impacts. The guidelines identify a tiered approach to determining significance of project-related GHG emissions. Two bright-light numeric thresholds were adopted for annual emissions: 10,000 metric ton carbon dioxide equivalent ($MTCO_2e$) for stationary source projects and 2,500 $MTCO_2e$ for other development projects (County of San Diego 2013). These County's guidelines were formally adopted after the Regulatory Site Access Road MND (ICF 2011) was completed. The analysis in the Regulatory Site Access Road MND utilized the 900 metric ton $MTCO_2e$ screening threshold within the California Air Pollution Control Officers Association (CAPCOA) report *CEQA & Climate Change* (CAPCOA 2008).

Impact Analysis

Generation of Criteria Pollutant Emissions

Construction of the proposed project would result in criteria pollutant emissions as a result of ground disturbance, off-road construction vehicle exhaust, emissions from employee and asphalt delivery travel, and as a result of off-gassing from paving activities. Emissions would vary from day to day, depending on the level of activity, the specific type of construction activity occurring, and, for fugitive dust, prevailing weather conditions.

The air quality analysis for the Regulatory Site Access Road included an estimation of construction emissions using the California Emissions Estimator Model (CalEEMod) emissions estimation software. Emissions were summed daily and compared to SDAPCD and were determined to be far below AQIA trigger levels. Activity associated Regulatory Site Access Road construction is expected to be greater than expected for the Proposed Project.

For example, construction of the Regulatory Site Access Road was estimated to include approximately 43,200 square feet (ft^2) of grading and paving (roadway dimensions of 1,800 feet long by 24 feet wide) over a 12-month period. By comparison, construction of the Proposed Project is expected to include approximately 21,000 ft^2 of grading and paving (roadway dimensions of 2,100 feet long by 10 feet wide) over a 2-month period. Based on information from the District, the anticipated equipment fleet for the grading and paving phases would be similar to that anticipated for the Regulatory Site Access Road. However, because the project encompasses less area, there would be less ground disturbance and fewer asphalt delivery truck trips. Therefore, because there would be less activity, less are a disturbed and paved, and fewer truck deliveries, it is anticipated

that construction activity would be similar or in less quantities than for the Regulatory Site Access Road. Thus, similar to construction of the Regulatory Site Access Road, the Proposed Project is not expected to result in an impact on air quality.

Generation of Toxic Air Contaminants

Diesel Particulate Matter (DPM), which is classified as a carcinogenic toxic air contaminant by CARB, is the primary pollutant of concern with regards to health risks to sensitive receptors. Diesel-powered construction equipment and heavy duty on-road vehicles operating on- and off-site during construction will emit diesel exhaust, which can be inhaled by nearby sensitive receptors. The only sensitive land uses near the project area is the detention facility, located approximately 450 feet to the southwest of the nearest portion of the project area. Construction activities would occur over an approximately 2-month period, which is much shorter than the assumed 70-year exposure period used to estimate lifetime cancer risks. Onsite heavy duty truck idling would be minimal, limited to a maximum of 5 minutes per truck, consistent with the CARB's Heavy Duty Idling Reduction Program. The Proposed Project may create a nuisance for nearby residents of the detention facility during hours of construction, as diesel trucks could create occasional exposure to exhaust, but this would be minimal. Additionally, adherence to SDAPCD Rules 50, 51, 55, and 67.7 would limit dust and VOC emissions that could impact nearby receptors. Therefore, the potential human health impact is considered to be minimal. In addition, the project would not create congestion at nearby roadways or intersection, as the project is not expected to generate additional trips. Thus, the exposure to elevated CO concentrations is considered minimal. This impact is less than significant.

Consistency with Air Quality Plan

The Proposed Project would pave an existing dirt and gravel service road that encircles a small reservoir in order to facilitate improved access around the reservoir. The Proposed Project would not result in a change of land uses and is therefore consistent with the County of San Diego General Plan. As discussed above, short-term construction emissions are expected to be minimal. In addition, the proposed project is not expected to generate additional motor vehicle trips to the project area. Thus, because the project would be consistent with the County of San Diego General Plan, which was used in the formulation of the RAQS and SIP, the project is therefore considered consistent with the RAQS and SIP.

In addition, the primary construction-related pollutant in terms of the SDAB is PM10 and PM2.5 as well as precursors to ozone (VOC and NO_X). Grading and paving activities would be subject to SDAPCD rules and regulations, including Rule 50 (Visible Emissions), Rule 51 (Nuisance), and Rule 55 (Fugitive Dust Control) (SDAPCD 2014). The principal sources of PM emissions would be fugitive dust from earthmoving activities and vehicle travel on unpaved and paved surfaces. The requirements of Rules 50, 51, and 55 can be met by the implementation of standard construction best management practices (BMPs) for dust control. In addition, the project would be subject to the requirements of SDAPCD Rule 67.7, which sets provisions on the application and sale of emulsified asphalt materials. The standard construction measures utilized by the Water District during recent construction projects that will be included as part of the Project include the following:

- Dust prevention to eliminate amounts of dust that could damage property, cultivated vegetation, or domestic animals, or cause a nuisance to persons living in or occupying buildings in the vicinity of the site
- Measures to enclose, cover, water (as needed), or apply nontoxic soil binders according to manufacturer's specifications on material piles (i.e., gravel, sand, dirt) with a silt content of 5% or greater
- Application of water or non-toxic soil stabilizers to maintain adequate dust control for active or inactive construction areas

Project paving and grading activities would also be required to adhere to these dust control measures, and would thereby adhere to applicable SDAPCD rules and regulations. Impacts on sensitive receptors are considered to be less than significant.

Generation of GHG Emissions

Construction of the proposed project would result in GHG emissions as a result of off-road construction equipment exhaust and from employee and asphalt delivery travel. Total GHG emissions would vary depending on the level of activity, the specific type of construction activity occurring, and the amount of time each equipment or vehicle is in use.

Similar to the criteria pollutant analysis discussed above, the GHG analysis for the Regulatory Site Access Road included an estimation of construction GHG emissions using CalEEMod. Emissions were summed over the entire construction period, added to annual operational emissions, and compared to the CAPCOA screening threshold. Emissions were found to be far below the CAPCOA screening threshold and were considered to be less than significant. As discussed above, activity associated Regulatory Site Access Road construction is expected to be greater than expected for the Proposed Project. Therefore, because the Proposed Project would result in less activity over a shorter duration, total GHG emissions from construction are anticipated to be of similar or less quantity than for the Regulatory Site Access Road. Therefore, GHG emissions from Proposed Project are considered to be less than significant. Further, because the project would result in construction emissions below relevant threshold and since the project would not result in additional trip generation during long term operation, the Proposed Project would not hinder implementation of statewide or regional plans, policies, or regulations adopted for the purpose of reducing GHG emissions.

Conclusions

Project construction is not anticipated to result in impacts related to air quality and GHG emissions. Construction emissions would be minimal, sporadic, and reduced due to adherence with applicable SDAPCD rules and regulations. There would be no long-term operational emissions, as there would be no increase in motor vehicle trip generation. Therefore, all impacts related to air quality and GHG emissions are considered less than significant.

References

California Air Pollution Control Officers Association (CAPCOA). 2008. *CEQA & and Climate Change*. January.

County of San Diego. 2007. *Guidelines for Determining Significance – Air Quality.* March.

County of San Diego. 2013. *Guidelines for Determining Significance – Climate Change.* November.

ICF. 2011. Regulatory Site Access Road Mitigated Negative Declaration.

San Diego Air Pollution Control District (SDACPD). 2014. Current Rules & Regulations. Available: <http://www.sdapcd.org/rules/current_rules.html>.

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Figure 1 - Project Regional Location
Otay Water District
East Mesa Reservoir Road Paving Project

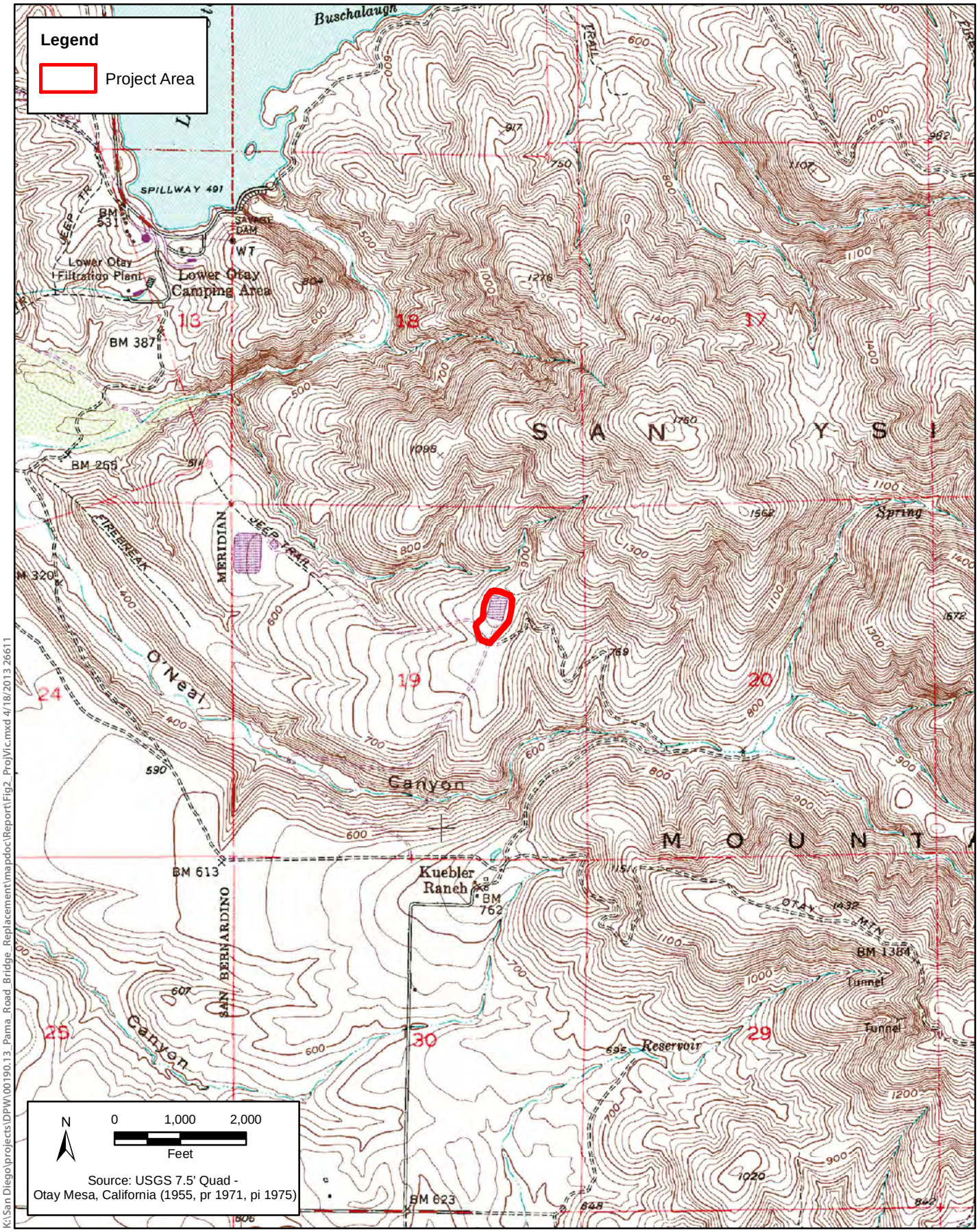

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Figure 2 - Project Vicinity
Otay Water District
East Mesa Reservoir Road Paving Project

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Figure 3 - Project Area
Otay Water District
East Mesa Reservoir Road Paving Project

Appendix B

Biological Resources Letter Report

October 15, 2013

Ms. Lisa Coburn-Boyd
Environmental Compliance Specialist
Otay Water District
2554 Sweetwater Springs Road
Spring Valley, California 91978-2096

Subject: Otay Water District – 870-1 Reservoir Paving Task

Dear Ms. Coburn-Boyd:

ICF International/Jones & Stokes (ICF) was retained to conduct biological surveys and prepare a Biological Resources Letter Report for the Otay Water District (OWD) 870-1 (East Mesa) Reservoir Paving Project. This letter report analyzes the potential effects on sensitive biological resources associated with paving an existing access road at the 870-1 Reservoir.

1.0 Project Description, Location, and Setting

1.1 Project Location

The OWD 870-1 Reservoir is located at the northern terminus of Alta Road, northeast of the East Mesa Detention Facility in the unincorporated community of Otay, San Diego County, California (Attachment A). The facilities consist of the reservoir, a dirt access road, and support facilities, including small buildings, concrete vaults and drain pipes, and stacks of construction materials. The project site is located on the Otay Mesa U.S. Geological Survey (USGS) 7.5-minute series Otay Mesa Quadrangle.

1.2 Project Description

OWD is proposing to pave an existing dirt access road that encircles the 870-1 Reservoir facilities in order to provide year-round access and limit on-going maintenance activities. The currently unpaved road is approximately 2,100 feet long and approximately 10 feet wide, covering a total area of approximately 21,000 square feet (0.48 acre). The road starts at the south access gate and encircles the reservoir.

1.3 Existing Conditions

The access road is currently unpaved and maintained free of vegetation. The access road is approximately 2,100 feet long and 10 feet wide and consists of compacted soil, gravel, or concrete

depending on the location. The road is mostly without signs of erosion, although there is road rut in the southeastern section of the property where water ponds. A chain-link fence encloses the road, and vegetation is maintained by mowing within the fenced area and outside of the fence to a distance of 40 to 80 feet depending on the location around the reservoir. Although there are some patches of habitat in the vicinity of the road, all planned paving activities would take place within previously developed areas and no additional habitat would be directly impacted.

1.4 Environmental Setting

The survey area, which includes the project site and a 300-foot buffer, ranges in elevation from 840 feet above mean sea level (MSL) near the entrance to 875 feet above MSL north of the reservoir. Soils in the vicinity of the road consist of Huerhuero loam, 2 to 9 percent slopes to the south and west of the reservoir, and Huerhuero loam, 2 to 15 percent slopes to the north and east (Bowman 1973). Soils in the Huerhuero Series are a moderately drained loam that have clay subsoil. Steeper sloped soils of this series have a moderate erosion hazard.

The project area is adjacent to a portion of a San Diego Multiple Species Conservation Program (MSCP) preserve, with a portion of the reservoir road crossing the MSCP hardline preserve boundaries (Attachment B). The site is located on the foothills of Otay Mountain, and the surrounding lands support expansive areas of native habitat, as well as developed areas. Developed areas in the vicinity of the project area include the East Mesa Detention Center to the southwest and another OWD reservoir facility to the west.

2.0 Regulatory Setting

No specific OWD documents are currently available for guidance related to infrastructure maintenance and environmental management of the 870-1 Reservoir facilities. For general environmental guidance on the federal environmental requirements, the Federal Endangered Species Act (FESA), the Clean Water Act (CWA), and Migratory Bird Treaty Act (MBTA) were consulted. For State guidance, The California Environmental Quality Act (CEQA) and California Endangered Species Act (CESA) were reviewed for relevant guidance on potential environmental impacts. The Porter-Cologne Water Quality Control Act was reviewed for potential impacts to waters and wetlands that might occur within the vicinity of the road. The Native Plant Protection Act (NPPA) was reviewed for potential impacts to special status plants that may be present within the project area. The South County Segment of the San Diego MSCP Subarea Plan was reviewed for consistency with the MSCP. The Biological Opinion (BO; 1-6-98-FW-03), issued by the U.S. Fish and Wildlife Service (USFWS), was also reviewed.

2.1 Federal Environmental Requirements

FESA and its subsequent amendments provide guidance for the conservation of endangered and threatened species and the ecosystems upon which they depend. Section 9 of the Act lists all activities that are prohibited by ESA. The “take” of any listed species is prohibited by the Act. Take is defined as harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to

engage in any such conduct. Section 7 of the Act requires federal agencies to ensure that actions they authorize, fund, or carry out are not likely to jeopardize the continued existence of threatened or endangered species or result in the destruction or adverse modification of critical habitat for these species. For non-marine environments, USFWS is responsible for administering the Act. Regulations governing interagency cooperation under Section 7 are found in 50 CFR Part 402. The opinion issued at the conclusion of consultation will include a statement authorizing take that may occur incidental to an otherwise legal activity.

The federal Clean Water Act (CWA) provides guidance for the restoration and maintenance of the chemical, physical, and biological integrity of the nation's waters. Section 404 of the CWA establishes a permit program administered by the U.S. Army Corps of Engineers (Corps) regulating the discharge of dredged or fill material into waters of the United States (U.S.), including wetlands. Implementation regulations by Corps are found at 33 CFR Parts 320-330. Guidelines for implementation are referred to as Section 404 (b)(1) Guidelines and were developed by the Environmental Protection Agency (EPA) in conjunction with Corps (40 CFR Parts 230). The Guidelines allow the discharge of dredged or fill material into the aquatic system only if there is no practicable alternative that would have less adverse impacts.

MBTA is a treaty with Canada, Mexico, Russia, and Japan that makes it unlawful at any time, by any means or in any manner, to pursue, hunt, take, capture, or kill migratory birds. The law applies to the removal of nests occupied by migratory birds during the breeding season. Migratory birds as defined the MBTA include most native birds in North America except galliformes (a group of birds containing turkeys, grouse, chickens, quails, and pheasants) and a few others (e.g., wrentit). Permitted activities are allowed under USFWS regulations for hunting and for actions to prevent or minimize risks to human safety.

2.2 State Environmental Requirements

CESA establishes the policy of the state to conserve, protect, restore, and enhance threatened or endangered species and their habitats. It prohibits the “take” of any species that the California Department of Fish and Wildlife (CDFW) determines to be a threatened or endangered species and mandates that state agencies should not approve projects that would jeopardize the continued existence of threatened or endangered species if reasonable and prudent alternatives are available. There is no state agency consultation under CESA, however for projects that affect a state and federal listed species, compliance with the federal ESA will satisfy CESA if the CDFW determines that the federal incidental take authorization is “consistent” under Fish and Game Code(FGC) Section 2080.1.

Fish and Game Code Sections 3511, 4700, 5050, and 5515 designate “fully protected” species that provide protection to wildlife that were rare or faced possible extinction, and prohibit any state agency from issuing incidental take permits except for necessary scientific research.

Fish and Game Code Sections 3503, 3503.5, 3505, 3800, and 3801.6 protects all native birds, birds of prey, and all nongame birds including eggs and nests, that are not already listed as fully protected and which occur naturally within the state.

Fish and Game Code Section 1600-1616 mandates protection of wetlands and waterways that include ephemeral, intermittent, and perennial watercourses, and further extends into habitats adjacent to watercourses. Water features such as vernal pools and other seasonal swales, where the defined bed and bank are absent and the feature is not contiguous or closely adjacent to other jurisdictional features, are generally not asserted to fall within state jurisdiction. The CDFW also has authority to regulate work that will deposit or dispose of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake.

Under Section 401 of the CWA, an applicant for a Section 404 permit must obtain a certificate from the appropriate state agency stating that the intended dredging or filling activity is consistent with the state's water quality standards and criteria. In California, the authority to grant water quality certification is delegated by the State Water Resources Control Board to the nine Regional Water Quality Control Boards (RWQCB). Each of the RWQCBs must prepare and periodically update a basin plan for water quality control in accordance with the Porter-Cologne Water Quality Control Act. Each basin plan establishes water quality standards for surface water and groundwater and specifies actions to control nonpoint and point sources of pollution. These actions are intended to achieve and maintain the basin plan's water quality standards.

Basin plans represent an opportunity to protect wetlands by establishing water quality objectives. Under the Porter-Cologne Water Quality Control Act, wetlands and drainages that are considered waters of the United States by USACE are also classified as waters of the state. More recently, the appropriate RWQCB has also generally taken jurisdiction over "waters of the state" that are not subject to USACE jurisdiction under the federal CWA, in cases where USACE has determined that certain features do not fall under its jurisdiction. Mitigation typically must require no net loss of wetlands functions and values of waters of the state pursuant to Executive Order W-59-93, "State Wetland Conservation Policy."

Portions of the road area also fall within the boundaries of the South County Segment of the County of San Diego MSCP South County Subarea Plan. Land use within the preserve is generally limited; however, exemptions to prohibited activities include existing uses, including any annual clearing, maintenance and replacement of existing facilities, roads and structures (§§ 1.9.1.B). For new and existing roads within the South County Segments (§§ 1.9.3.2), the MSCP South County Subarea Plan states:

Take of covered species from the construction of new or modification of existing circulation element road corridors (within all segments of the Subarea Plan) which are identified on the County's circulation element road map dated September 17, 1997 (GPA 97-CE) is based on the County making the following findings for the project:

- The project is consistent with adopted community or subregional plans, and the MSCP and Subarea Plans.
- All feasible mitigation measures have been incorporated into the project and there are no feasible, less environmentally damaging locations, alignments or non-structural alternatives that would meet project objectives;

- When the project encroaches into a wetland or floodplain, mitigation measures have been incorporated into the project that result in a net gain in wetland and/or riparian habitat;
- Where the project encroaches into steep slopes, native vegetation will be used to revegetate and landscape cut and fill areas;
- No mature riparian woodland will be destroyed or reduced in size due to otherwise allowed encroachments;

All Critical Populations of Sensitive Plant Species within the County's Subarea (Attachment C of Biological Mitigation Ordinance (BMO)), Rare Narrow Endemic Animal Species within the County's Subarea (Attachment D of BMO), Narrow endemic Plan Species within the County's Subarea (Attachment E of BMO), and San Diego County Sensitive Plant Species (as defined by BMO), will be avoided as required and consistent with the Subarea Plan and BMO.

3.0 Methods

This section provides information regarding the methods used during surveys conducted for this project, including the general biological survey, focused surveys for Quino checkerspot butterfly (*Euphydryas editha quino*; Quino), and dry sampling for listed fairy shrimp. The survey area was defined as the project alignment and a 300-foot buffer, except for the Quino surveys, which included a 500-foot buffer.

Prior to conducting any fieldwork, searches of available literature and databases were conducted to determine sensitive species previously observed, detected, or with potential to occur within the survey area as well as the physical characteristics of the site and surrounding areas. Available data that were reviewed included: the California Natural Diversity Database (CNDDB) database (CDFW 2013; Otay Mesa quadrangle); California Native Plant Society (CNPS) Online Plant Inventory (CNPS 2013); the USDA soil survey of the area (Bowman 1973); and USGS topographic maps to identify potential stream courses and other notable topographic features.

Survey dates and weather conditions for all surveys conducted are summarized in Table 1.

Table 1. Survey Dates and Times

Date	Survey Type	Time	Weather Conditions	Surveyor
5-Mar-13	General Survey	0900-1130	58/59°F, 1-4 mph, cloudy to partially cloudy skies	G. Kinoshita, E. Eidson
15-Mar-13	Quino #1	1040-1200	72/75°F, 0-4 mph, clear skies w/haze	C. Dunn, D. Allen, K. Davis, I. Cain
22-Mar-13	Quino #2	1245-1415	70/72°F, 1-6 mph, clear skies	C. Dunn, J. Hickman
29-Mar-13	Quino #3	1400-1530	73/72°F, 1-5 mph, clear skies w/ haze	C. Dunn, J. Hickman
3-Apr-13	Quino #4	1200-1340	77/79°F, 0-1 mph, few scattered clouds	E. Eidson, J. Hickman
9-Apr-13	Quino #5	1200-1330	67/69°F, 1-8 mph (gusts of 10 mph), few scattered clouds	E. Eidson
11-Jun-13	Fairy Shrimp Soil Collection	0900-1030		D. Allen
5-Aug-13	Fairy Shrimp Soil Collection	1000-1130		D. Ritenour

3.1 General Biological Survey

The OWD 870-1 Reservoir site was surveyed on March 5, 2013 by ICF biologists Glen Kinoshita and Erika Eidson from 9:00 a.m. through 11:30 a.m. Temperatures at the time of the survey were between 58°F and 59°F, winds were approximately 1 to 4 mph under cloudy to partially-cloudy skies. The purpose of the visit was to assess the current condition of the road and inventory biological resources in the surrounding habitat. The road and surrounding habitat were surveyed on foot out to a distance of 300 feet and scanned with binoculars if areas were inaccessible. Photographs were taken of representative habitat and global positioning system (GPS) points were taken where sensitive resources were located.

The survey area was traversed by walking meandering transects in an effort to accurately categorize vegetation communities and to identify the locations of any sensitive species readily detectable. Vegetation communities occurring in the survey area were mapped according to Holland categories (Holland 1986); with subsequent modifications by Oberbauer et al. (2008), as described in the County of San Diego's Guidelines for Determining Significance (County of San Diego 2010b). Vegetation communities were mapped on a "one-inch equals 250 feet" aerial photograph of the project area in the field and later digitized into a geographic information system (GIS) coverage using ArcGIS software. All plants and wildlife species detected were recorded. Plants that could not be identified in the field were identified later using taxonomic keys including Beauchamp (1986) and Baldwin et al. (2012). Wildlife species were detected visually, aurally, and through sign (e.g., scat and tracks). Potentially suitable bat roosting habitat such as structures and other built facilities around the survey area were checked for bats or bat sign (guano and/or culled insect parts, urine stains, vocalizations, and/or odor). Complete lists of the plant and wildlife species observed within

the survey area are listed on Attachments C and D. Representative photos of the site are included on Attachment E.

Survey limitations include the timing of the surveys. Nocturnal wildlife species would not have been readily detected as only daytime surveys were conducted. Special-status annual plant species may not have been detected as the survey was conducted during a time of year when annual plants were developing and were not identifiable at this time.

3.2 Quino Checkerspot Butterfly

ICF biologists Erika Eidson (TE-051236), Cindy Dunn (TE-29658A-0), and Doug Allen (TE-837448-4) and supervised surveyors Kimberly Davis, Ian Cain, and James Hickman conducted surveys for adult Quino on March 15, 22, and 29, and April 3 and 9, 2013. These surveys were conducted on a weekly basis under acceptable weather conditions as defined in the USFWS protocol (Table 1) (USFWS 2002a). Each survey involved slowly walking transects throughout all non-excluded portions of the survey area and stopping periodically to scan for butterfly activity. All host plants detected were recorded and mapped. All flowering plants that provide potential nectar sources for Quino were recorded. The surveys were conducted at an average rate of no more than 9 acres per hour. The surveyor stopped periodically to scan adjacent areas for moving butterflies. The 2013 focused survey report is provided as Attachment F.

3.3 Dry Season Fairy Shrimp Sampling

On June 11, 2013, ICF vernal pool biologist Doug Allen conducted the field portion of the dry-season protocol in accordance with the Guidelines (USFWS 1996). Mr. Allen collected 10 soil samples when the road ponding feature (road rut) was dry. A hand trowel was used to collect approximately one liter volume sample of soil from the top 1-3 centimeters of sediment within the road rut. Whenever possible, soil samples were collected in chunks and the trowel was used to pry up intact chunks of sediment. The soil was not loosened by raking or shoveling or any other method that could damage fairy shrimp cysts.

The ten soil samples were labeled, stored, and analyzed individually. Each label included information necessary to identify the specific sample location within the road rut. The stored samples were kept out of direct sunlight in order to avoid excessive heating.

Soil samples were processed by Dale Ritenour (TE-58888A-0) in accordance with the Guidelines (USFWS 1996). The ten soil samples were measured into individual plastic containers. These samples were hydrated in tap water then washed through a set of sieves. Material passing through a Number 45 (0.0139") USA Standard Testing Sieve, A.S.T.M.E.-11 specification and caught on a Number 70 (0.0083") Sieve was rinsed into a container with approximately 100 milliliters of a saturated brine solution to float organic material, including fairy shrimp cysts. The material floating on the brine was decanted onto a paper filter on a wire strainer, and water was removed through the filter paper by gravity into a collection basin. The material left on the paper was examined under a Cambridge Instruments Stereo Zoom 5 Microscope.

Due to discrepancies in interpretations of Mr. Ritenour's permit authorizations, ICF contracted USFWS-approved listed branchiopod cyst identifier, Dr. Chuck Black of Ecological Restoration Service (TE-835549-8), to process additional soil samples from the basin for presence or absence of fairy shrimp cysts. On August 5, 2013, Mr. Ritenour recollected one liter of soil from the basin, following methods above, for processing by Dr. Black.

No distinctive *Branchinecta* cysts, no *Streptocephalus* cysts, and no cladoceran ephippia were found in any of the samples processed and analyzed by Mr. Ritenour or Dr. Black. The 2013 focused survey report is provided as Attachment J.

4.0 Results

4.1 Habitat and Vegetation Communities

A total of seven vegetation communities were mapped within the survey area, including Diegan coastal sage scrub, disturbed Diegan coastal sage scrub, non-native grassland, disturbed southern willow scrub, disturbed mule fat scrub, disturbed habitat, and developed areas (Table 2, Attachment G).

Table 2: Habitat types within the 870-1 Reservoir Road Survey Area

Habitat Type	Area (Acres)
Diegan Coastal Sage Scrub	12.27
Disturbed Diegan Coastal Sage Scrub	1.96
Non-native Grassland	1.57
Disturbed Southern Willow Scrub	0.14
Disturbed Mule Fat Scrub	0.33
Disturbed Habitat	6.23
Developed	5.69
Total	**28.18**

4.1.1 Diegan Coastal Sage Scrub

Two forms of coastal sage scrub were mapped in the survey area; Diegan coastal sage scrub and disturbed Diegan coastal sage scrub. All forms of coastal sage scrub are considered sensitive by local, state, and federal agencies and these habitats are known to support the federally-listed coastal California gnatcatcher.

Diegan coastal sage scrub is a vegetation community typically characterized by low, woody subshrubs that grow up to 3 ft in height (Oberbauer et al. 2008). Dominant species within the survey area included California buckwheat (*Eriogonum fasciculatum*), laurel sumac (*Malosma laurina*), California sagebrush (*Artemisia californica*), and San Diego County viguiera (*Bahiopsis laciniata*). This type of habitat can be found on the slopes surrounding the reservoir, as well as less disturbed

areas to the north and east. The Diegan coastal sage scrub in the survey area is predominated by native species and provides suitable habitat for several wildlife species, including coastal California gnatcatcher. Furthermore, habitat present in the survey area is contiguous with a larger area of Diegan coastal sage scrub.

Disturbed Diegan coastal sage scrub is distinguished from undisturbed Diegan coastal sage scrub by the abundance of non-native species and the sparse distribution of typically dominant shrub species (Oberbauer et al. 2008). Patches of disturbed Diegan coastal sage scrub can be found to the south and west of the reservoir. Native plant species detected include California buckwheat, California sagebrush, and laurel sumac. Non-native species detected included black mustard (*Brassica nigra*), shortpod mustard (*Hirschfeldia incana*), fennel (*Foeniculum vulgare*), and non-native grasses (*Bromus* and *Avena* spp.). Disturbed Diegan coastal sage scrub in the survey area supports an abundance of non-native plant species but is contiguous to the more expansive areas of undisturbed Diegan coastal sage scrub.

4.1.2 Non-native Grassland

Non-native grassland is a dense to sparse cover of grasses with flowering culms 6" to 18" high; often associated with numerous species of showy-flowered, native annual forbs ("wildflowers") (Oberbauer et al. 2008). In some areas, depending on past disturbance and annual rainfall, annual forbs may be the dominant species; however, it is presumed that grasses will soon dominate. Germination occurs within the onset of the late fall rains; growth, flowering, and seed-set occur from winter through spring. With few exceptions, the plants are dead through the summer-fall dry season, persisting as seeds. Remnant native species are variable. Areas of non-native grassland can be found to the east of the reservoir and adjacent to the access road close to the fence line. Native species detected include coastal goldenbush (*Isocoma menziesii*) and San Diego popcornflower (*Plagiobothrys collinus* var. *gracilis*). Non-native species detected include wild oat (*Avena fatua*), compact brome (*Bromus madritensis*), and redstem filaree (*Erodium cicutarium*). Non-native grassland in the survey area provides habitat for small mammals and foraging habitat for raptor species.

4.1.3 Disturbed Southern Willow Scrub

Disturbed southern willow scrub is a dense, broadleaved, winter-deciduous riparian thicket dominated by *Salix* species (Oberbauer et al. 2008). This is distinguished from undisturbed southern willow scrub by the abundance of non-native species. This habitat type consists of a small patch of habitat occurring in the northwest portion of the survey area. Native plant species detected include red willow (*Salix laevigata*) and mule fat (*Baccharis salicifolia*). Non-native species include salt cedar (*Tamarix ramosissima*) and fennel. This habitat type is supported by water that is released from an outlet northwest of the water tank.

4.1.4 Disturbed Mule Fat Scrub

Disturbed mule fat scrub is a depauperate, tall, herbaceous riparian scrub strongly dominated by mule fat and is maintained by frequent flooding (Oberbauer et al. 2008). This is distinguished from

undisturbed mule fat scrub by the abundance of non-native species. This habitat can be found in the northwest portion of the survey area near the disturbed southern willow scrub. The primary native plant species detected was mule fat. Non-native species include fennel and salt cedar. This habitat type is supported by water that is released from an outlet northwest of the water tank.

4.1.5 Disturbed Habitat

Disturbed habitat refers to areas that are subject to high levels of physical disturbance and are no longer recognized as a native or naturalized vegetation association (Oberbauer et al. 2008). Within the survey area, disturbed habitat is dominated by areas that appear to receive periodic mowing and have a groundcover dominated by short non-native and native annual herbs (*Erodium cicutarium*, *Urtica urens*, *Crassula connata, Centaurea melitensis*), and these areas appear to be mowed and maintained regularly. This type of habitat is the primary habitat within the fence line of the reservoir and alongside the road. Vegetation is kept low through regular maintenance. Disturbed habitat also describes areas of bare ground including unvegetated areas that are not developed, but appear to have been cleared for restoration or landscaping because of its proximity to other vegetated areas and lack of other evidence of further development. A strip of this type of habitat can be found along the paved section of Alta Road, northeast of the East Mesa Detention Facility. Disturbed habitat in the survey provides potential habitat for small mammals and foraging habitat for raptors.

4.1.6 Developed

Developed areas are areas that have been physically altered to an extent that native vegetation is not longer supported or areas with buildings or paved areas (Oberbauer et al. 2008). Developed land is characterized by permanent or semi-permanent structures, pavement, or hardscape, and landscaped areas that often require irrigation. Within the survey area, the road surrounding the reservoir is considered developed, along with the reservoir and accompanying infrastructure.

4.2 Special-Status Species

The following section discusses special-status species detected within the survey area. A special - status plant species is one that is listed by federal or state agencies as threatened, endangered, or rare, or is listed by CDFW on the California Rare Plant Ranking (CRPR) (1, 2, 3, and 4). A special-status wildlife species is one that is listed by federal or state agencies as threatened, endangered or species of special concern.

Special-status plant species detected within the 300-foot survey area include San Diego barrel cactus (*Ferocactus viridescens*), ashy spike-moss (*Selaginella cinerascens*), and San Diego County viguiera (*Bahiopsis laciniata*). Special-status wildlife species detected include western spadefoot (*Spea hammondii*), northern harrier (*Circus cyaneus*), and coastal California gnatcatcher (*Polioptila californica californica*). Locations of these species are presented on Attachment G. There were no sign of bats using any of the structures found on site.

4.2.1 Special-Status Plant Species

The CNDDB search, CNPS search, and field survey identified 30 sensitive plant species that have the potential to occur in the project vicinity (Attachments B and H). During the general biological survey, three special-status plant species were detected in the survey area: San Diego barrel cactus, ashy spike-moss, and San Diego County viguiera. Discussions of the plant species incorporate information from Reiser 1994 and CNPS 2013.

4.2.1.1 Special-Status Species Observed

San Diego Barrel Cactus (*Ferocactus viridescens*)

CRPR 2B.1

The optimal habitat for San Diego barrel cactus optimal is Diegan sage scrub hillsides; often at the crest of slopes and growing in cobbles. It is occasionally found on the periphery of vernal pools and mima mound topography at Otay Mesa, sometimes in considerable numbers (Reiser 1994). The blooming period for this species is from May through June. Three clusters of 3-6 individuals were mapped within 300-feet of the access road (Attachment G); none were found within the impact area.

Ashy Spike-Moss (*Selaginella cinerascens*)

CRPR 4.1

Ashy spike-moss is a spike-moss found in undisturbed chaparral and Diegan coastal sage scrub as a prostrate perennial groundcover (Reiser 1994). It is a good indicator of if a site is disturbed as it rarely inhabits disturbed soils. Because this species is a fern, it has no blooming period. This plant species could be found in areas of less disturbed Diegan coastal sage scrub to the east and north of the road within the 300-foot buffer survey area, usually under larger shrubs and near rock piles, and was too widespread in these areas to justify mapping. No individuals were found within the impact area.

San Diego County Viguiera (*Bahiopsis laciniata*)

CRPR 4.2

San Diego County viguiera is typically found in arid Diegan coastal sage scrub, and is often a co-dominant of the shrub community where it occurs (Reiser 1994). The blooming period for this species is from February to June. This species could be found primarily on the slopes surrounding the reservoir (Attachment G), with scattered individuals outside the fence line within the 300-foot survey area, and was generally too widespread to mapping. No individuals were found within the impact area.

4.2.2 Special-Status Wildlife Species

The CNDDB search and field survey identified 22 special-status wildlife species that have potential to occur in the survey area (Attachments B and I). Focused surveys were conducted for Quino checkerspot butterfly and dry season surveys were conducted to determine the presence or

absence of listed fairy shrimp. Western spadefoot (*Spea hammondii*), northern harrier (*Circus cyaneus*), and coastal California gnatcatcher (*Polioptila californica californica*) were detected on-site. Five additional special-status wildlife species have been determined to have a high potential to occur on site based on field observations and habitat requirements. These include: four reptiles: orangethroat whiptail (*Aspidoscelis hyperythra*), San Diego horned lizard (*Phrynosoma blainvillii*), coast patch-nosed snake (*Salvadora hexalepis virgultea*), and two-striped garter snake (*Thamnophis hammondii*); and one mammal: San Diego black-tailed jackrabbit (*Lepus californicus bennettii*).

4.2.2.1 Special-Status Species Observed

Western Spadefoot (*Spea hammondii*)

State Species of Special Concern

Western spadefoot is distinguished from other toads by their cat-like eyes (vertically elliptical pupils), the single black sharp-edged "spade" on each hind foot, teeth in their upper jaw, and rather smooth skin (Stebbins 2003). The eggs are found in irregular cylindrical clusters of 10 to 42 eggs attached to plant stems or other submerged objects in temporary pools (Stebbins 2003). Spadefoot larvae can reach 2.8 inches in length (Storer 1925) and their eyes are set close together and situated well inside the outline of the head when viewed from above, with the body broadest just behind the eyes (Storer 1925). Historically this species has ranged throughout the Central Valley, the Coast Ranges, and Coastal lowlands from San Francisco Bay to Mexico in California (Jennings and Hayes 1994). The species currently occurs mostly below 3,000 feet in elevation. The specific food habits of western spadefoot larvae are unknown; however, they have been reported to prey on fairy shrimp (e.g., *Branchinecta* spp.) . Adult spadefoots will forage on a variety of insects, worms, and other invertebrates . Western spadefoot breeds from January to May in temporary pools and drainages that form following winter or spring rains. Water temperatures in these pools must be between 48°F and 86°F for spadefoots to reproduce . Oviposition does not occur until water temperatures are at a minimum of 48°F (Jennings and Hayes 1994). Depending on temperature regime and annual rainfall, oviposition may occur between late February and late May (Storer 1925, Stebbins 2003). Eggs hatch in 1 to 6 days depending on temperature and larval development can be completed in 3 to 11 weeks depending on food sources and temperature, but must be completed before pools dry. Recently metamorphosed juveniles emerge from water and seek refuge in the immediate vicinity of natal ponds, and spend several hours to several days near these ponds before dispersing (Weintraub 1980).

A single western spadefoot tadpole was observed in a water-filled road rut located in the southeastern section of the access road (Attachments E and G). The feature was approximately 6 feet long by 2 feet wide and approximately 2 inches in depth. No other wildlife or native or non-native plant species were co-occurring in the road rut at the time of observation.

Northern Harrier (*Circus cyaneus*)

State Species of Special Concern

Northern harriers prefer open meadows, pastures, prairies, grasslands, and riparian woodlands and occurs year round within California. They forage in a variety of open habitats and nest on the

ground, mostly within patches of dense vegetation in undisturbed areas (MacWhirter and Bildstein 1996). The breeding season is from March through August (Loughman and McLandress 1994). One adult northern harrier was observed soaring over the Diegan coastal sage scrub habitat to the north of the survey area, outside the 300-foot buffer. The open, treeless landscape of surrounding the road is suitable foraging habitat for this species. No breeding habitat is present on site.

Coastal California Gnatcatcher (Polioptila californica californica)

Federally Threatened, State Species of Special Concern

Coastal California gnatcatcher is a small resident insectivorous bird species that is strongly associated with sage scrub habitats found throughout southern California into northern Baja California, Mexico. The USFWS listed this species as threatened in 1993. Although California gnatcatchers have a close association with sage scrub, this species has also been documented using open coastal sage-chaparral scrub, chamise chaparral, and other habitat types (Campbell et al. 1998, Bontrager 1991). The breeding season extends from mid-February through mid-August.

One coastal California gnatcatcher was detected aurally during the March 5, 2013 general survey in Diegan coastal sage scrub approximately 100 feet north of the survey area. Diegan coastal sage scrub in the survey area contains scattered California sagebrush, which is the primary shrub selected by this species for nest building. The Diegan coastal sage scrub is contiguous to large areas of open space. The survey area provides suitable nesting habitat for this species.

4.2.2.2 Special-Status Wildlife Species with High Potential to Occur

San Diego Fairy Shrimp (*Branchinecta sandiegoensis*)

Federally Endangered

San Diego fairy shrimp are small freshwater crustaceans that are found in shallow vernal pools and other ephemeral basins (USFWS 2002b). San Diego fairy shrimp is found in southwestern coastal California and extreme northwestern Baja California, Mexico, with all known localities below 700 m (2,300 ft) and within 65 kilometers (km) (40 miles [mi]) of the Pacific Ocean, from Santa Barbara County south to northwestern Baja California (USFWS 1997, 2002b). These species can also occur in road ruts and ditches that provide suitable conditions for the species. Water temperature is an important factor for this fairy shrimp. The water must not get too hot (above 86°F [30°C]) or too cold (below 41°F [4°C]) for this species to occur (USFWS 2002b). One water-filled road rut was observed in the southeastern section of the access road (Attachments E and G). San Diego fairy shrimp were historically prevalent in vernal pool complexes across Otay Mesa (USFWS 2008). A CNDDB search for this species documented occurrence of this species within one mile of the project site. The presence of potentially suitable habitat, along with a co-occurring species (Western spadefoot toad), and the close proximity of a historical location of this species indicate that this species had high potential to occur within the impact area. Therefore, ICF conducted dry season surveys in accordance with USFWS survey guidelines (USFWS 1996) as described previously. No fairy shrimp cysts were found in the two sets of soil samples collected from the road rut in 2013.

After analysis of the soil samples, ICF had several discussions with USFWS regarding the results of the dry season survey, the site conditions, and geographic isolation of the rut. In summary, while the road rut occurs on a soil series (Hueroheuro) that is known to support vernal pools (Bauder 1996), the topography is gently to greatly sloping (2 to 9, to 9 to 30 percent), which would preclude the occurrence of pool complexes. The site is entirely fenced and gated, reducing the vehicular access to the site and the resultant chance of vectoring of shrimp cysts in mud on truck tires into the road rut onsite. While the site is approximately 0.8 mile from an extant, occupied vernal pool complex, the site is isolated by development (East Mesa Detention Center) and is not on a landform position suitable for the formation of vernal pools. ICF is confident the feature was adequately sampled during dry-season surveys and the resulting soil analysis was accurate, rendered no fairy shrimp cysts. Without cysts, it is highly unlikely the feature supports fairy shrimp let alone a viable population. ICF received confirmation that it was acceptable for ICF vernal pool biologists to forego wet-season surveys during the winter of 2013 due to the lack of vernal pool habitat on-site and adjacent to the site and two negative dry samples (Susan Wynn, email communication September 19, 2013).

Quino Checkerspot Butterfly (*Euphydrayas editha quino)*

Federally Endangered

Quino checkerspot butterfly (Quino) is a subspecies of Edith's checkerspot (*E. editha*) and is a member of the *Nymphalidae* family, and the Melitaeinae subfamily, checkerspots and fritillaries. Primary host plants for the Quino are dot-seed plantain (*Plantago erecta*), thred-leaved bird's beak (*Cordylanthus rigidus*), and white snapdragon (*Antirrhinum coulterianum*). Larval Quino may also use other species of plantain (*Plantago* spp.) and annuals owl's clover (*Castilleja exerta*) as primary or secondary host plants and will diapauses in or near the base of native shrubs, such as California buckwheat (*E. fasiculatum*). Quino are generally found in open areas and ecotone situations which may occur in a number of plant communities, and optimal habitat appears to contain little or no invasive exotic vegetation, and densely vegetated areas are not known to support Quino (Mattoni et al. 1997). Habitat patch suitability is determined primarily by larval host plant density, topographic diversity, nectar resource availability, and climatic conditions (Service 2003).

The life cycle of Quino begins with adult quino during flight season between late February and May, when adult butterflies move about to search for nectar sources and mates. Eggs hatch in about 10 days and larvae begin to feed immediately and migrate in search of additional plants to consume (USFWS 2003). When plants dry out, and the larvae are in their third or fourth instar of development, they enter an obligatory diapause. Diapause is a low-metabolic resting state that may last a year or more depending on conditions, and enables larvae to survive seasonal climatic extremes and times of extended adverse conditions, such as drought. The time between diapause termination and pupation can range from two weeks to three months. Sufficient rainfall is required to break diapause, which normally occurs during November or December. After diapause, larvae become active and feed until they enter their pupae stage. Within two to six weeks they transform into adults and emerge as butterflies. Adults live for approximately 10 to 14 days.

No Quino were observed at the time of the general biological survey; however, its preferred host plant, dot-seed plantain, was observed in the survey area (Attachment G), and Quino was sighted

during the 2013 flight season less than one mile west of the survey area (Lisa Coburn-Boyd, pers. comm.). Focused surveys were conducted in March 2013 to determine presence/absence of this species in the habitat surrounding the road. The results of the 2013 focused surveys were negative for Quino. The impact area does not support the primary constituent elements of Quino habitat and provides limited to no existing potential to support this species (i.e., it lacks larval host plants and nectar sources and consists of an unvegetated compacted soil and gravel road that is well-maintained and frequently used).

Orangethroat Whiptail (*Aspidoscelis hyperthrya*)

State Species of Special Concern

The orangethroat whiptail is an uncommon to fairly common species in Orange, Riverside, and San Diego counties (Bostic 1965), occurring at elevations ranging from sea level to 3,310 ft (1040 m) (Jennings and Hayes 1994). It inhabits coastal scrub, chamise chaparral, and mixed chaparral habitats. They forage actively for a variety of small arthropods (Stebbins 2003), and are active from early spring to late-summer, with breeding activities beginning in April and egg laying until mid-July. Hatchlings emerge August-September from clutches of 2-3 eggs. Orangethroat whiptail has high potential to occur within the impact area due to the close proximity of suitable habitat, primarily the rocky Diegan coastal sage scrub found to the east and north of the survey area.

San Diego Horned Lizard (*Phrynosoma blainvillii*)

State Species of Special Concern

The San Diego horned lizard is endemic to southern California and northern Baja California, Mexico, distributed predominately throughout the Peninsular Ranges in San Diego County (Reeve 1952). They are a usually solitary animal, relying on camouflage in open areas and is known to bury itself in fine, loose soil (Stebbins 2003). They are found in a variety of habitats including coastal sage scrub, chaparral, grassland, conifer forest, oak woodlands, riparian habitats, and the margins of deserts (Jennings and Hayes 1994). They are insectivorous, primarily feeding on native harvester ants (*Pogonmyrmex* sp.), but will also feed on other insects including termites, beetles, flies, wasps, and grasshoppers (Reeve 1952; Stebbins 2003; Jennings and Hayes 1994). Clutches of 6-17 eggs are laid between May and early July (Stebbins 1985; Jennings and Hayes 1994), and hatch after approximately two months, with young appearing in July to early August (Jennings and Hayes 1994). San Diego horned lizard has high potential to occur within the impact area due to the close proximity of suitable habitat, primarily the Diegan coastal sage scrub found to the east and north of the survey area.

Coast Patch-nosed Snake (Salvadora hexalepis virgultea)

State Species of Special Concern

Coast patch-nosed snake occurs in California from the northern Carrizo Plains in San Luis Obispo County, south through the coastal zones of central and southern California, west of the deserts, and into coastal northern Baja California, Mexico (Stebbins 2003). They can be found in semi-arid chaparral in canyons, rocky hillsides, and plains. This species is active in the daytime and can

burrow in loose soil. They eat lizards, small mammals, and possibly other small snakes, nestling birds, and amphibians (Stebbins 2003). Mating takes place from April through June and eggs are laid from May to August in clutches of 5-6 eggs (Fitch 1970). Coast patch-nosed snake has high potential to occur within the impact area due to the close proximity of suitable habitat, primarily the Diegan coastal sage scrub found to the east and north of the survey area.

Two-striped Garter Snake (*Thamnophis hammondii*)

State Species of Special Concern

Two-striped garter snake can be found Monterey County to southern California where it ranges east through the Transverse and Peninsular Ranges into northern Baja California, Mexico (Jennings and Hayes 1994). It is associated with densely vegetated riparian pools and creeks with permanent to semi-permanent waters, often in rocky areas, and associated with oak woodlands, chaparral, and coniferous forests (Rathburn et al. 1993). They feed on fishes and their eggs, amphibians and their larvae, and other invertebrates and small mammals (Rathburn et al. 1993). Mating occurs in the spring, with young born alive in late summer (Rossman et al. 1996). Two-striped garter snake has a high probability of occurring in the vicinity of the disturbed southern willow scrub and disturbed mule fat scrub in the northwestern portion of the survey area, as there was flowing water from a culvert that empties on the northwestern side of the road within suitable vegetation.

San Diego Black-tailed Jackrabbit (*Lepus californicus intermedia*)

State Species of Special Concern

San Diego black-tailed jackrabbit is a subspecies of black-tailed jackrabbit that occurs only on the coastal side of the southern California mountains (Stephenson and Calcarone 1999). It is a generalist species, occurring in open to semi-open habitat, typically grasslands, agricultural fields, or sparse coastal scrub (Bond 1977). Breeding for this species can occur year round, with gestation lasting approximately 40 days (Best 1996). The number of young per litter varies from year to year depending on environmental conditions (Best 1996). It has been reported that a one-year-old female can produce 14 or more young per year (Ingles 1965). Potentially suitable habitat for San Diego black-tailed jackrabbit occurs in the open areas within the Diegan coastal sage scrub surrounding the road, but is not expected to occur within the disturbed habitat within the fence line.

4.3 Jurisdictional Wetlands and other Features

Sensitive wetland and potentially jurisdictional communities occurring within the vicinity of the road include disturbed southern willow scrub and disturbed mule fat scrub, which occur in the northwest portion of the road (Attachment G). Waters of the U.S., including wetlands, and waters of the State are regulated by the CDFW pursuant to Section 1600 of the California Fish and Game Code, by the USACE pursuant to Section 404 of the CWA, and by the RWQCB pursuant to Section 401 of the CWA and pursuant to the State Porter Cologne Act.

The water-filled road rut observed along the access road was approximately 6 feet long by 2 feet wide and approximately 2 inches in depth. The feature appears to have been formed by a combination of local micro-topography and compaction by vehicles when the soil surface in this

section of road was damp or saturated (Attachment E). A single spadefoot toad tadpole was observed in the ponded water. No other wildlife (ostracods, fairy shrimp, etc.) was observed and no plants (vernal pool, riparian, or upland) were associated with the feature. This man-made feature would not be regulated waters of the U.S. or state because it was constructed in the uplands and is isolated from any potentially jurisdictional features such as a stream or larger vernal pool complex.5.0 Project Impacts and Proposed Mitigation

Potential impacts to vegetation communities, special-status plants, special-status wildlife, and other sensitive resources are discussed in this section as well as an analysis of the significance of the impact, and anticipated mitigation requirements. The proposed project has been designed to minimize impacts to biological resources by placing the proposed road alignment along existing roads.

When evaluating potential impacts to biological resources related to road paving activities at this location, Appendix G the State CEQA Guidelines (CCR §§15000-15387) were used as a guide. According to these guidelines, a significant impact to biological resources would occur if the project would:

- Have a substantial adverse effect, either directly or indirectly through habitat modifications, or any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife (CDFW) or USFWS.
- Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the CDFW or USFWS.
- Have a substantial adverse effect on federally protected wetlands as defined by section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direction removal, filling, hydrological interruption, or other means.
- Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.
- Conflict with local policies or ordinances protecting biological resources, such as tree preservation policies or ordinances.
- Conflict with the provision of an adopted Habitat Conservation Plan (HCP), Natural Communities Conservation Plan (NCCP), or other approved local, regional, or state HCP.

5.1 Impact Definitions

Biological resource impacts can be considered direct, indirect, or cumulative and either permanent or temporary in nature.

- Direct: Occur when biological resources are altered, disturbed, or destroyed during project implementation. Examples include clearing vegetation, encroaching into wetland buffers, diverting surface water flows, and the loss of individual species or their habitats.
- Indirect: Occur when project-related activities affect biological resources in a manner that is not direct. Examples include elevated noise and dust levels, increased human activity, decreased water quality, and the introduction of invasive wildlife (i.e., domestic cats and dogs) and plants.

- Cumulative: Occur when multiple direct and indirect impacts to a biological resource affect the resource additively over time. Individual direct and indirect impacts may not be individually significant, but the additive effect when viewed in connection with the impacts of past, present and future projects may cause the significant loss or degradation of a resource.
- Temporary: Temporary impacts can be direct or indirect and are considered reversible. Examples include the removal of vegetation from areas that will be revegetated, elevated noise levels, and increased levels of dust.
- Permanent: Permanent impacts can be direct or indirect and are not considered reversible. Examples include the removal of vegetation from areas that will have permanent structures or pavement placed on them or landscaping an area with non-native plant species.

5.2 Analysis of Project Effects

Direct and permanent impacts would result from the paving the proposed access road (Attachment G). The project would result in direct and permanent impacts to a total of 0.48 acre of developed areas. There will be no temporary impacts as all work will occur within the permanent impact area.

5.2.1 Sensitive Vegetation Communities

The proposed project has been designed such that paving and other construction activities will take place only along the existing dirt access road. As all project activities will take place within previously developed areas and will not directly or indirectly impact any sensitive vegetation communities.

5.2.2 Special-Status Plants

All project activities will take place within previously developed areas and no direct or indirect impacts to any special-status plant species will occur.

5.2.3 Special-Status Wildlife

The project will not result in direct impacts to any native vegetation habitat, and as such, no direct impacts to sensitive wildlife species occupying these habitats should occur.

The proposed impact area does not support the primary constituent elements of Quino habitat and provides limited to no existing potential to support this species (i.e., it lacks larval host plants and nectar sources and consists of an unvegetated compacted soil and gravel road that is well-maintained and regularly used). The focused surveys were negative and there will be no direct or indirect impacts from the project.

A single western spadefoot tadpole was observed in ponded water on the road. Spadefoot toads are opportunistic breeders that will lay their eggs in temporary rain pools that they encounter. Direct impacts to this species are not expected to occur as outside of the rainy season adult toads would move out of the impact footprint and within the rainy season, adults would need to find this basin and lay eggs again for the species to be present in following years. This road is already developed and is highly disturbed. In addition, this species is still fairly common in San Diego County and the

individual detected does not represent a regionally significant population. Impacts will be less than significant.

Coastal California gnatcatcher was detected in the Diegan coastal sage scrub habitat north of the project area within the 300-foot buffer. As no vegetation will be removed for this project, no direct impacts to this species are anticipated to occur. Indirect impacts from noise may occur during the breeding season (February 15-August 31) if a nest is located within 300 feet of the impact area and hourly noise levels meet or exceed the 60dBA hourly LEQ threshold.

San Diego fairy shrimp was determined to have a high-potential to occur within the road rut within the project footprint. A protocol dry-season survey was conducted and determined that the basin was not occupied by fairy shrimp. The USFWS concurred that one dry-season survey was sufficient to determine absence of fairy shrimp from this road rut. As the species is not present in the road rut, the project would not impact this species.

Other wildlife that were not observed, but have a high potential to occur in the vicinity of the project area due to the vicinity of suitable habitat including orangethroat whiptail, San Diego horned lizard, coast patch-nosed snake, two-striped garter snake, burrowing owl, and San Diego black-tailed jackrabbit. All of these species are motile and if present on the site, would avoid construction activities. As no vegetation will be removed for this project, no impacts to any of these species are anticipated. The proposed project is entirely within a barbed-wire topped, chain-link fence enclosure. As such, the presence of a paved road would not alter the permeability to wildlife of this site. The proposed road will support limited vehicular traffic and will not include structures or physical barriers that would impede or discourage wildlife movement across the road.

5.2.4 Jurisdictional Waters, Wetlands and Other Aquatic Features

As stated before, no streams or wetlands will be impacted by planned road paving activities. No permits will be required for this project provided that construction only takes place within the previously developed area of the existing access road. The road rut that is present within the impact area would not be jurisdictional.

5.2.5 Other Project Impacts

A portion of the road is also within the San Diego MSCP South County Segment preserve area (Attachment B). Approximately 500 square feet of the road in the preserve area would be impacted by paving activities. As the road will remain in a developed state and serve an identical function when paved, no preserve area within the MSCP will be impacted by construction activities. Impacts to MSCP preserve habitat are expected to be less-than-significant.

5.3 Mitigation Measures and Design Considerations

5.3.1 Sensitive Vegetation Communities

The proposed project has been designed such that paving and other construction activities will take place only along the existing dirt access road. No vegetation clearing is anticipated; therefore, no direct impacts to sensitive vegetation communities would .

5.3.2 Special-Status Plants

The proposed project would not result in impacts to regionally significant populations of San Diego barrel cactus, ashy spike-moss, or San Diego County viguiera, and no sensitive plants were determined to have a high-potential to occur within the project area; therefore, no mitigation measures are required.

5.3.3 Special-Status Wildlife

The proposed project would not result in direct or indirect impacts to San Diego fairy shrimp, Quino Checkerspot butterfly, northern harrier, orangethroat whiptail, San Diego horned lizard, coast patch-nosed snake, two-striped garter snake, or San Diego black-tailed jackrabbit; therefore, no mitigation measures are required.

Western Spadefoot

One western spadefoot tadpole was found occupying a ponded road-rut, direct impacts to this species are not anticipated to occur from project implementation. Scheduling construction activities while the ponded area is dry would eliminate the potential for direct impacts to western spadefoot. However, if construction takes place during the breeding season (January-May) and ponded water exists within the impact area, a qualified biologist should conduct a pre-construction survey to check the impact area, including suitable ponded road-ruts for this species. If any tadpoles, or other sensitive amphibians are found, the biologist could then move them to other suitable habitat, reducing their direct impact to less-than-significant. Other direct impacts to western spadefoot or other amphibians occurring on the road could be reduced by controlling vehicle speed and conducting environmental training for any workers at the site to increase awareness and avoidance of this and other sensitive species that may be present. These species are mobile and would normally move away from the road when disturbed; however, they may not always move aside and they may need to be removed from the impact area. A qualified biologist should conduct the training and be available if the need arises to remove this or other species from the impact area. No impacts to western spadefoot are anticipated, thus, no mitigation is required for this species.

Coastal California Gnatcatcher

No impacts to vegetation suitable for coastal California gnatcatcher are anticipated, and as such, no direct impacts to this species are expected. Indirect impacts to coastal California gnatcatcher could result from increased noise levels from construction during the breeding season for this species (February 15-August 31). Indirect impacts to this species shall be minimized by conducting all

construction activities outside the breeding season. If construction activities are proposed during the breeding season for the gnatcatcher, measures to minimize indirect noise impacts would be required and could include temporary noise walls/berms. Noise levels from construction activities during the breeding season should not exceed 60dBA hourly LEQ at the edge of the occupied habitat, or ambient noise level if noise levels already exceed 60dBA LEQ.

5.3.4 Nesting Birds

Impacts to nesting birds protected by the MBTA and similar provisions of the FGC can occur if work is conducted during the breeding season (February 15 – August 31). There is potential for raptors and other early nesting species such as hummingbirds to initiate nests as early as January. However, in general, the peak nesting season is February through August. All vegetation, native or non-native, provides habitat that may be used for nesting.

No direct impacts to nesting birds from vegetation removal are anticipated as no vegetation removal activities are planned for this project. However, due to the close proximity of suitable habitat to the access road and the presence of coastal California gnatcatcher, a pre-construction nesting bird survey shall be conducted if construction activities are planned during the combined breeding season for birds (February 15-August 31) to determine if nesting birds occur in the vicinity of the impact area.

The pre-construction nesting bird survey would be conducted by a qualified biologist no more than 5 days prior to commencing project activities. If a nest is found, a qualified biologist would identify and flag an appropriate buffer around the nest, and no construction activities would occur within the buffer until the young have fledged or the nest is no longer active. The specific buffer width would be determined by a qualified biologist at the time of discovery and would vary according to the avian species, site conditions, and the type of work activities to be conducted.

5.3.5 Jurisdictional Waters, Wetlands and Other Aquatic Resources

No direct impacts to jurisdictional waters, including wetlands are anticipated, as all construction activities will take place on previously developed areas. Sensitive aquatic resource habitats occur adjacent to the road including disturbed southern willow scrub and disturbed mule fat scrub. Indirect impacts due to construction runoff will be contained through the use of standard best management practices (BMPs) which will reduce these impacts to less-than-significant.

5.4 Cumulative Impacts

A cumulative impact analysis is an assessment of how the proposed project, whose impact may not be individually significant, could contribute significantly to the total impacts to sensitive resources occurring in the project vicinity. The proposed project has been designed to minimize impacts to biological resources by placing the proposed road alignment entirely within existing unpaved roads. No native vegetation will be impacted as a result of this project. Therefore, the proposed access road would not contribute to any potentially significant cumulative impact to biological resources in the project vicinity.

6.0 Conclusions

The planned project will pave 0.48 acre of unpaved, unvegetated access road. No impacts to native vegetation habitats are anticipated by this project, as all planned impacts will take place in previously developed areas currently devoid of habitat. The project will not result in impacts to any regionally significant populations of special-status plants. No direct impacts to Quino checkerspot butterfly are anticipated due to the negative survey results for the 2013 flight season. No direct impacts to San Diego fairy shrimp are anticipated due to the negative survey results for the dry season sampling. No direct or indirect impacts to orangethroat whiptail, San Diego horned lizard, coast patch-nosed snake, two-striped garter snake, burrowing owl, and San Diego black-tailed jackrabbit are anticipated as no suitable habitat will be impacted by construction activities.

Direct impacts to western spadefoot would result from vehicle traffic on the road when ponded water with western spadefoot tadpoles is present. To avoid direct impacts, a pre-construction survey by a qualified biologist when suitable conditions are present will determine if this species is present, and will remove this species from the impact area.

No direct impacts to coastal California gnatcatcher are anticipated to occur as no vegetation will be removed. Indirect impacts to coastal California gnatcatcher could result from increased noise levels during construction. Indirect impacts to this species shall be minimized by conducting all project related activities outside of the breeding season (February 15 – August 31). If construction activities are proposed during the breeding season for the gnatcatcher, measures to minimize noise impacts would be required and could include temporary noise walls/berms. Noise levels from construction activities during the breeding season should not exceed 50dBA hourly LEQ at the edge of the occupied habitat, or the ambient noise level if noise levels already exceed 60dBA hourly LEQ.

In order to avoid impacts to other nesting birds, a pre-construction nesting bird survey shall be conducted to locate any nests in the vicinity of the project if construction takes place during nesting season (February 15-August 31). If a nest is found, methods need to be implemented to avoid impacts. This would consist of a no-work buffer zone placed around the nest until the adults are no longer using it or the young have fledged. The specific buffer width would be determined by a qualified biologist at the time of discovery. These would vary based on site conditions and type of work to be conducted.

No direct impacts to sensitive riparian habitats are planned for this project and no permits will be required. However, due to the location of potentially sensitive riparian habitats adjacent to the access road, containment of construction runoff using standard BMPs would reduce these impacts to less-than-significant.

If you have any questions regarding the contents of this letter report, please contact me at (858) 444-3958.

Sincerely,

Senior Biologist

Attachments:

Attachment A – Regional Location Map

Attachment B – Site Map with CNDDB Species

Attachment C – Plant Species Detected Table

Attachment D – Wildlife Species Detected Table

Attachment E – Photos of OWD 870-1 Reservoir Project

Attachment F – Quino Checkerspot Focused Survey Report

Attachment G – Vegetation Map

Attachment H – Sensitive Plant Potential to Occur Table

Attachment I – Sensitive Wildlife Potential to Occur Table

Attachment J - Focused Dry Season Fairy Shrimp Report

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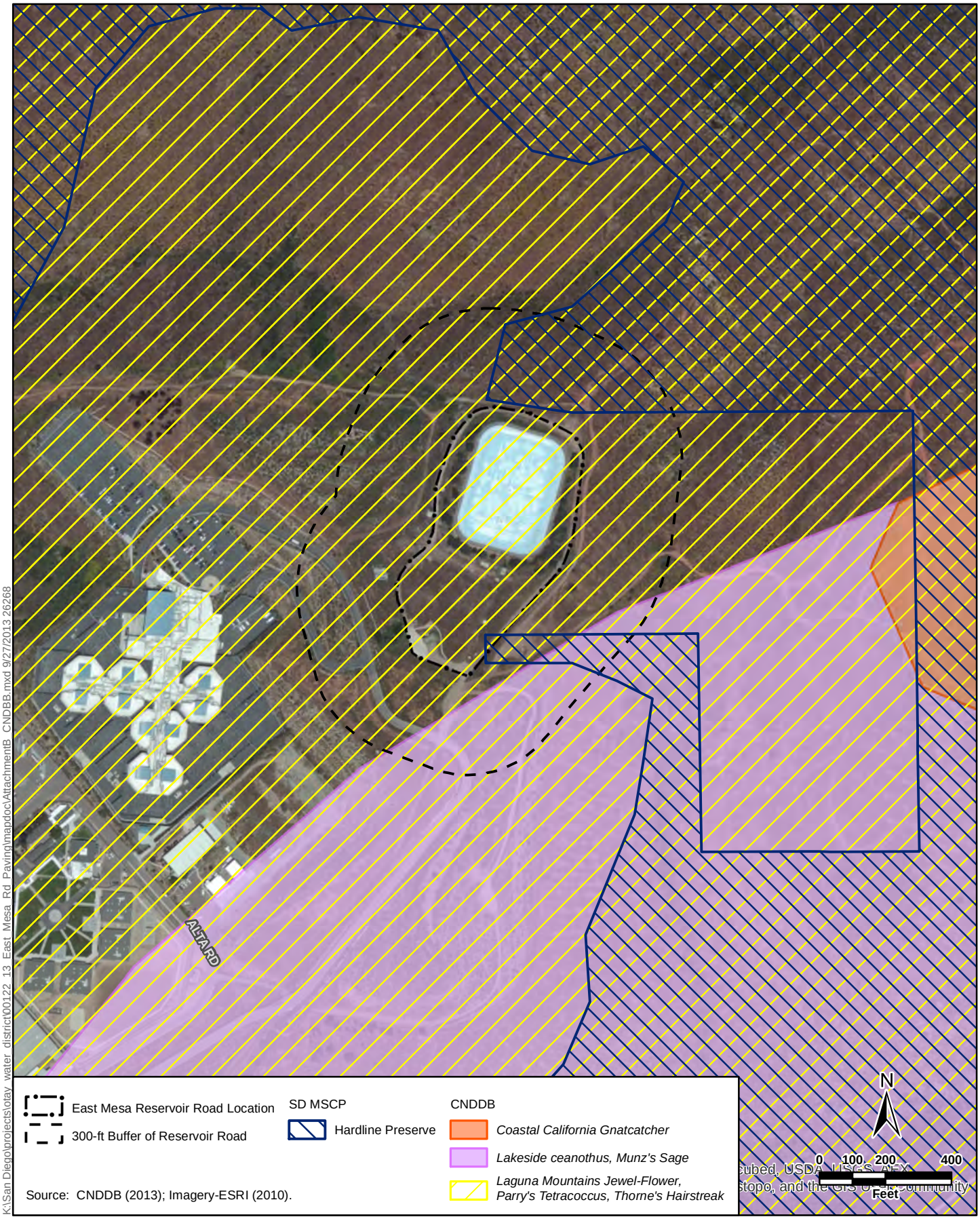
Attachment A
Regional Location
OWD 870-1 Reservoir Paving Project



Attachment B
MSCP Preserve and CNDDB Results
OWD 870-1 Reservoir Paving Project

Attachment C. Plant Species Detected Table

Scientific Name	Common Name	Special Status
LYCOPHYTES		
Selaginellaceae - Spike-moss family		
Selaginella cinerascens	Ashy spike-moss	CRPR 4.1
EUDICOTS		
Anacardiaceae - Sumac Or Cashew family		
Malosma laurina	Laurel sumac	
Rhus integrifolia	Lemonade berry	
* *Schinus molle*	Pepper tree	
Apiaceae - Carrot family		
* *Foeniculum vulgare*	Fennel	
Sanicula arguta	Sharptooth blacksnakeroot	
Asteraceae - Sunflower family		
Artemisia californica	California sagebrush	
Baccharis pilularis	Coyote brush	
Baccharis salicifolia ssp. salicifolia	Mule fat	
Baccharis sarothroides	Broom baccharis	
Bahiopsis laciniata	San Diego County viguiera	CRPR 4.2
* *Centaurea melitensis*	Tocalote	
Corethrogyne filaginifolia	Common sand aster	
* *Glebionis coronaria*	Garland or crown daisy	
Gutierrezia sarothrae	Matchweed	
* *Helminthotheca echioides*	Bristly ox-tongue	
Heterotheca grandiflora	Telegraph weed	
Isocoma menziesii	Coastal goldenbush	
Lasthenia gracilis	Common goldfields	
* *Pseudognaphalium luteoalbum*	Jersey cudweed	
* *Silybum marianum*	Blessed milkthistle	
Boraginaceae - Borage family		
Pectocarya linearis ssp. ferocula	Narrow-toothed pectocarya	
Plagiobothrys collinus var. gracilis	San Diego popcornflower	
Brassicaceae - Mustard family		
* *Brassica nigra*	Black mustard	
Brassica sp.	Mustard	
* *Hirschfeldia incana*	Shortpod mustard	
Lepidium nitidum	Shining pepperweed	
Cactaceae - Cactus family		

Scientific Name	Common Name	Special Status
Ferocactus viridescens	San Diego barrel cactus	CRPR 2.1
Opuntia oricola	Chaparral prickly-pear	
Chenopodiaceae - Goosefoot family		
* *Atriplex semibaccata*	Australian saltbush	
Convolvulaceae - Morning-glory family		
Calystegia macrostegia	Island false bindweed	
Crassulaceae - Stonecrop family		
Crassula connata	Pygmy-weed	
Cucurbitaceae - Gourd family		
Marah macrocarpa	Chilicothe	
Euphorbiaceae - Spurge family		
* *Ricinus communis*	Castorbean	
Fabaceae - Legume family		
Acmispon glaber	Deerweed, California broom	
* *Melilotus officinalis*	Yellow sweetclover	
Geraniaceae - Geranium family		
* *Erodium cicutarium*	Redstem filaree	
Lamiaceae - Mint family		
* *Marrubium vulgare*	Horehound	
Salvia apiana	White sage	
Malvaceae - Mallow family		
Malacothamnus fasciculatus var. fasciculatus	Chaparral mallow	
Sidalcea malviflora	Checkerbloom, checkermallow	
Myrsinaceae - Myrsine family		
* *Anagallis arvensis*	Scarlet pimpernel	
Nyctaginaceae - Four O'clock family		
Mirabilis laevis	Desert wishbone-bush	
Onagraceae - Evening Primrose family		
Epilobium canum ssp. canum	Hummingbird trumpet	
Plantaginaceae - Plantain family		
Plantago erecta	Dotseed plantain	
Polygonaceae - Buckwheat family		
Eriogonum fasciculatum var. fasciculatum	Coastal California buckwheat	
Primulaceae - Primrose family		
Dodecatheon sp.	Shooting star	
Rhamnaceae - Buckthorn family		
Rhamnus crocea	Spiny redberry	
Rubiaceae - Madder family		
Galium aparine	Goose grass	

Scientific Name	Common Name	Special Status
Salicaceae - Willow family		
Salix laevigata	Red willow	
Solanaceae - Nightshade family		
Solanum douglasii	Greenspot nightshade	
Tamaricaceae - Tamarisk family		
* *Tamarix ramosissima*	Saltcedar	
Urticaceae - Nettle family		
* *Urtica urens*	Dwarf nettle	
Violaceae - Violet family		
Viola pedunculata	Johnny-jump-up	
MONOCOTS		
Agavaceae - Century Plant family		
Chlorogalum parviflorum	Smallflower soap plant	
Poaceae - Grass family		
* *Avena fatua*	Wild oat	
* *Bromus madritensis*	Compact brome	
Bromus sp.	Brome	
* *Cortaderia selloana*	Pampas grass	
* *Lamarckia aurea*	Goldentop grass	
* *Schismus barbatus*	Common mediterranean grass	
Themidaceae - Brodiaea family		
Dichelostemma capitatum	Blue dicks	

Legend

*= Non-native or invasive species

Special Status:

CRPR – California Rare Plant Rank
1A. Presumed extinct in California
1B. Rare or Endangered in California and elsewhere
2. Rare or Endangered in California, more common elsewhere
3. Plants for which we need more information - Review list
4. Plants of limited distribution - Watch list

Threat Ranks
.1 - Seriously endangered in California
.2 – Fairly endangered in California

Attachment D. Wildlife Species Detected Table

Scientific Name	Common Name	Special Status
INVERTEBRATES		
Moths, Skippers and Butterflies		
Pontia protodice	Checkered White	
**Pieris rapae*	Cabbage White	
Anthocharis sara	Pacific Orangetip	
Callophrys affinis	Western Green Hairstreak	
Brephidium exile	Western Pygmy-Blue	
Glaucopsyche lygdamus	Silvery Blue	
Apodemia virgulti	Behr's Metalmark	
Speyeria callippe	Callippe Fritillary	
Chlosyne gabbii	Gabb's Checkerspot	
Vanessa cardui	Painted Lady	
Vanessa annabella	West Coast Lady	
Coenonympha tullia	Common Ringlet	
Erynnis funeralis	Funereal Duskywing	
VERTEBRATES		
Amphibians		
Spea hammondii	Western Spadefoot	CSC
Birds		
Circus cyaneus	Northern Harrier	CSC
Buteo jamaicensis	Red-tailed Hawk	
Charadrius vociferus	Killdeer	
**Columba livia*	Rock Pigeon	
Zenaida macroura	Mourning Dove	
Geococcyx californianus	Greater Roadrunner	
Calypte anna	Anna's Hummingbird	
Tyrannus vociferans	Cassin's Kingbird	
Corvus corax	Common Raven	
Psaltriparus minimus	Bushtit	
Salpinctes obsoletus	Rock Wren	
Polioptila californica californica	Coastal California Gnatcatcher	FT, CSC
Mimus polyglottos	Northern Mockingbird	
Dendroica coronata	Yellow-rumped Warbler	

Scientific Name	Common Name	Special Status
Melozone crissalis	California Towhee	
Zonotrichia leucophrys	White-crowned Sparrow	
Sturnella neglecta	Western Meadowlark	
Carpodacus mexicanus	House Finch	
Carduelis psaltria	Lesser Goldfinch	
Mammals		
Sylvilagus audubonii	Desert Cottontail	
Spermophilus beecheyi	California Ground Squirrel	

Legend

*= Non-native or invasive species

Special Status:

Federal:
FE = Endangered
FT = Threatened

State:
SE = Endangered
ST =Threatened
CSC = California Species of Special Concern

Attachment E

OWD 870-1 Reservoir Project Photos taken March 2013

Photo 1: view of typical disturbed habitat within the vicinity of the reservoir road. Note most this area is mowed. Photo facing north.	Photo 2: view of the south access entrance to the reservoir road with a typical concrete vault structure in the ground. Photo facing south.
Photo 3: view of slope around the reservoir vegetated with Diegan coastal sage scrub species. Photo facing northeast.	Photo 4: view of non-native grassland habitat outside the fence on the east side. Photo facing north.
Photo 5: view of a cluster of San Diego barrel cactus in Diegan coastal sage scrub habitat to the north of the reservoir road. Photo facing south.	Photo 6: view of water filled road rut found along east side of reservoir road. Photo facing north.

Attachment E

Photo 7: close up view of western spadefoot toad tadpole found in water filled road rut. Photo facing northeast.	Photo 8: view of ground squirrel burrows near the south entrance of the reservoir. Photo facing south.
Photo 9: view of drainage rip-rap and disturbed southern willow scrub habitat on the other side of the fence in the northwestern portion of the reservoir road. Photo facing northwest.	Photo 10: view of disturbed southern willow scrub found on the outside of the fence line in the northwestern portion of the road. Photo facing east.
Photo 11: view of disturbed mule fat scrub found on the outside of the fence line in the northwestern portion of the road. Photo facing northeast.	Photo 12: view of Diegan coastal sage scrub habitat vegetated slopes outside the fence line in the southern portion of the reservoir road. Photo facing west.

Attachment F: Quino Checkerspot Butterfly Focused Survey Report

Results of Quino Checkerspot Butterfly Surveys for the East Mesa Reservoir Road Paving Project, San Diego County, California

Prepared for:

Otay Water District
2554 Sweetwater Springs Blvd.
Spring Valley, California 91978-2096

Prepared by:

ICF International
9775 Businesspark Avenue
San Diego, CA 92131
Contact: Cindy Dunn
(858) 578-8964

May 2013

ICF International. 2013. Results of Quino Checkerspot Butterfly Surveys for the East Mesa Reservoir Road Paving Project. May. (ICF 00122.13.) San Diego, CA. Prepared for Otay Water District, San Diego, California.

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3	Quino Checkerspot Butterfly Survey Area	1-1

Summary

ICF International (ICF) was retained by the Otay Water District (OWD) to conduct protocol surveys for the Quino checkerspot butterfly (*Euphydryas editha quino*; Quino) for the East Mesa Reservoir Road Paving Project (project). The project site is located in the unincorporated community of Otay, in San Diego County, California (Figure 1). The OWD East Mesa Reservoir is located at the northern terminus of Alta Road, northeast of the East Mesa Detention Facility. A dirt and gravel service road encircles the reservoir within a chain-link fence that encompasses the East Mesa Reservoir facility. OWD plans to pave this road to facilitate and improve access around the reservoir (Figure 2).

The project footprint comprises the approximately 815-foot long service road occurring within the fenced facility. The project footprint consists of developed areas mostly containing an unpaved road. The survey area includes the project footprint and a 150-foot buffer around the unpaved road (Figure 3). Areas of Diegan coastal sage scrub, disturbed Diegan coastal sage scrub, disturbed southern willow scrub, disturbed mule-fat scrub, non-native grassland, disturbed habitat, bare ground, and developed areas occur within 150 feet of the project footprint.

A total of five weekly surveys were conducted between March 15 and April 9, 2013. Surveys for adult Quino were conducted by ICF biologists C. Dunn (TE-29658A-0), E. Eidson (TE-051236-1), and D. Allen (TE-837448-4). All surveys were conducted according to the U.S. Fish and Wildlife Service (USFWS) Year 2002 Protocol (USFWS 2002).

Suitable Quino nectaring and larval habitat was present within the survey area. Several patches of dot-seed plantain (*Plantago erecta*), a Quino primary host plant, were detected in the eastern and northeastern portion of the survey area. Nectar sources were most abundant outside of the fenced area in the eastern and northern portions of the survey area. Overall the survey area provides habitat ranging from low to high suitability for Quino. The highest suitability occurred in the northeastern corner of the survey area, outside of the project footprint, with suitability increasing as distance from the project footprint increased.

Quino were not observed during the 2013 protocol surveys for this project. Based on the conditions on the project site, the information provided for the reference populations, and ICF's findings at the site northwest of the East Mesa Detention Facility, the 2013 surveys were timed correctly and Quino would have been detected during the focused surveys if it occurred in the survey area. These surveys were conducted according to the survey protocol by qualified, permitted biologists during favorable climatic conditions, and this survey report documents absence of the species during the 2013 flight season.

Chapter 1
Introduction

ICF International (ICF) conducted protocol surveys to determine the presence/absence of the Quino checkerspot butterfly (*Euphydryas editha quino*) (Quino) for Otay Water District's (OWD's) East Mesa Reservoir Road Paving Project (project). The project site is located in the unincorporated community of Otay, in San Diego County, California (Figure 1). The OWD East Mesa Reservoir is located at the northern terminus of Alta Road, northeast of the East Mesa Detention Facility. A dirt and gravel service road encircles the reservoir within a chain-link fence that encompasses the East Mesa Reservoir facility. OWD plans to pave this road to facilitate and improve access around the reservoir (Figure 2).

In its entirety, the project includes an approximately 815-foot long service road. For the purposes of this report, the term "project footprint" refers to the service road occurring within the fenced facility.

The project footprint comprises developed areas primarily consisting of the unpaved road. The survey area includes the project footprint and a 150-foot buffer around the unpaved road (Figure 3). The survey area covers approximately 15.9 acres. Areas of Diegan coastal sage scrub, disturbed Diegan coastal sage scrub, disturbed southern willow scrub, disturbed mule-fat scrub, non-native grassland, disturbed habitat, bare ground, and developed areas occur within 150 feet of the project footprint. This report documents the results of the 2013 focused surveys within the survey area for this project.

Physical Characteristics

The survey area is surrounded by undeveloped areas supporting native and nonnative vegetation (Figure 3). The survey area ranges in elevation from 815 feet above mean sea level (AMSL) at the southwestern portion of the survey area to 890 feet AMSL in the northeastern portion.

Soils in the survey area consist of Huerhuero loam (2 to 9 percent slopes, 9 to 15 percent slopes, and 15 to 30 percent slopes, eroded), San Miguel-Exchequer rocky silt loams (9 to 70 percent slopes), and Stockpen gravelly clay loam (2 to 5 percent slopes) (NRCS 2013). Soils in the Huerhuero series consist of moderately well drained loams that have a clay subsoil. These soils developed in sandy marine sediment. The San Miguel-Exchequer complex is about 50% San Miguel silt loam and 40% Exchequer silt loam with 10% rock outcrops. Soils in the San Miguel series consist of well-drained, shallow to moderately deep silt loams that have a clay subsoil. Soils in the Exchequer series consist of shallow and very shallow, well-drained silt loams that formed in material weathered from hard metabasic rock. Soils in the Stockpen series consist of moderately well drained, moderately deep, gravelly clay loams (Bowman 1973).

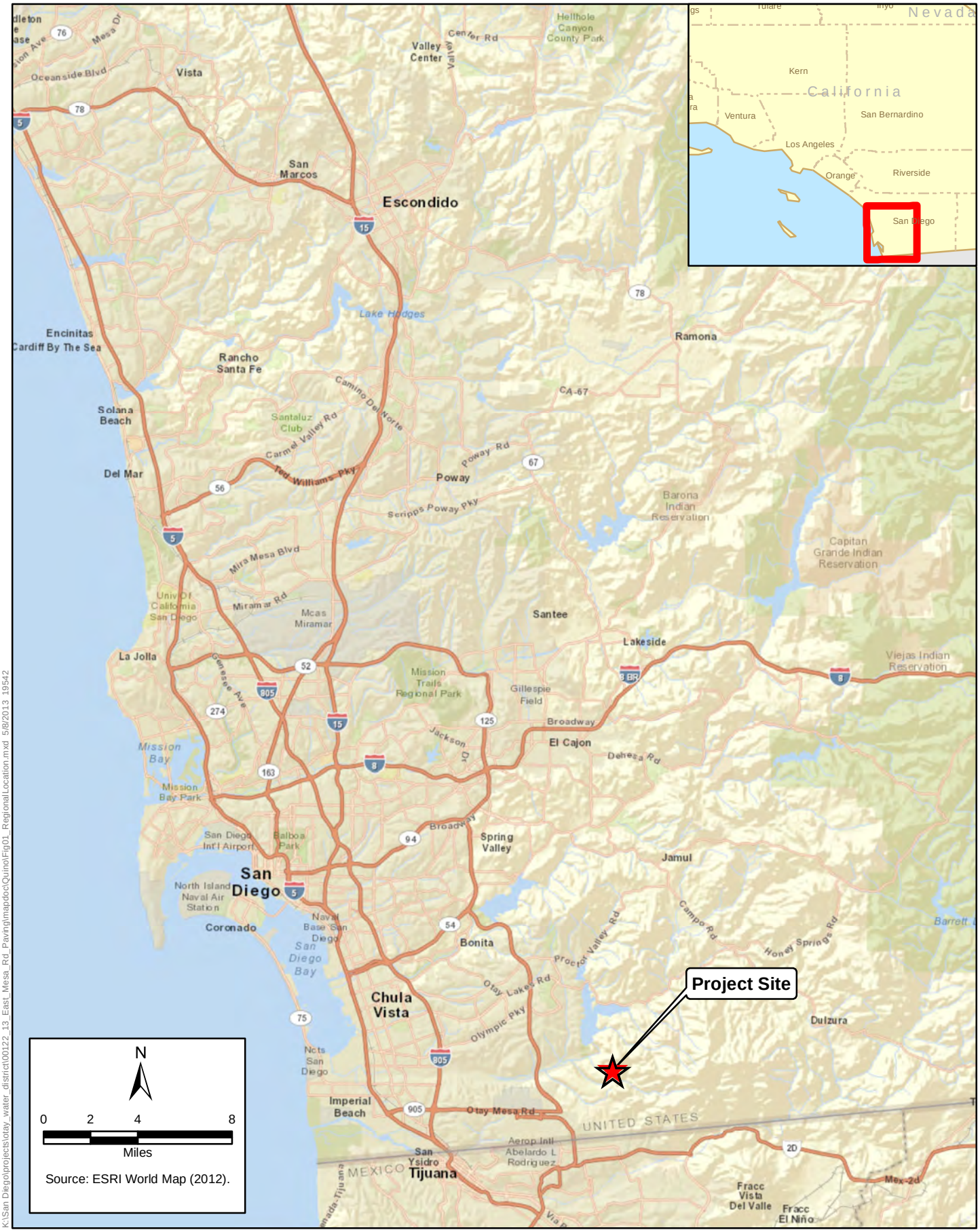

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Figure 1
Regional Location
East Mesa Reservoir Road Paving Project

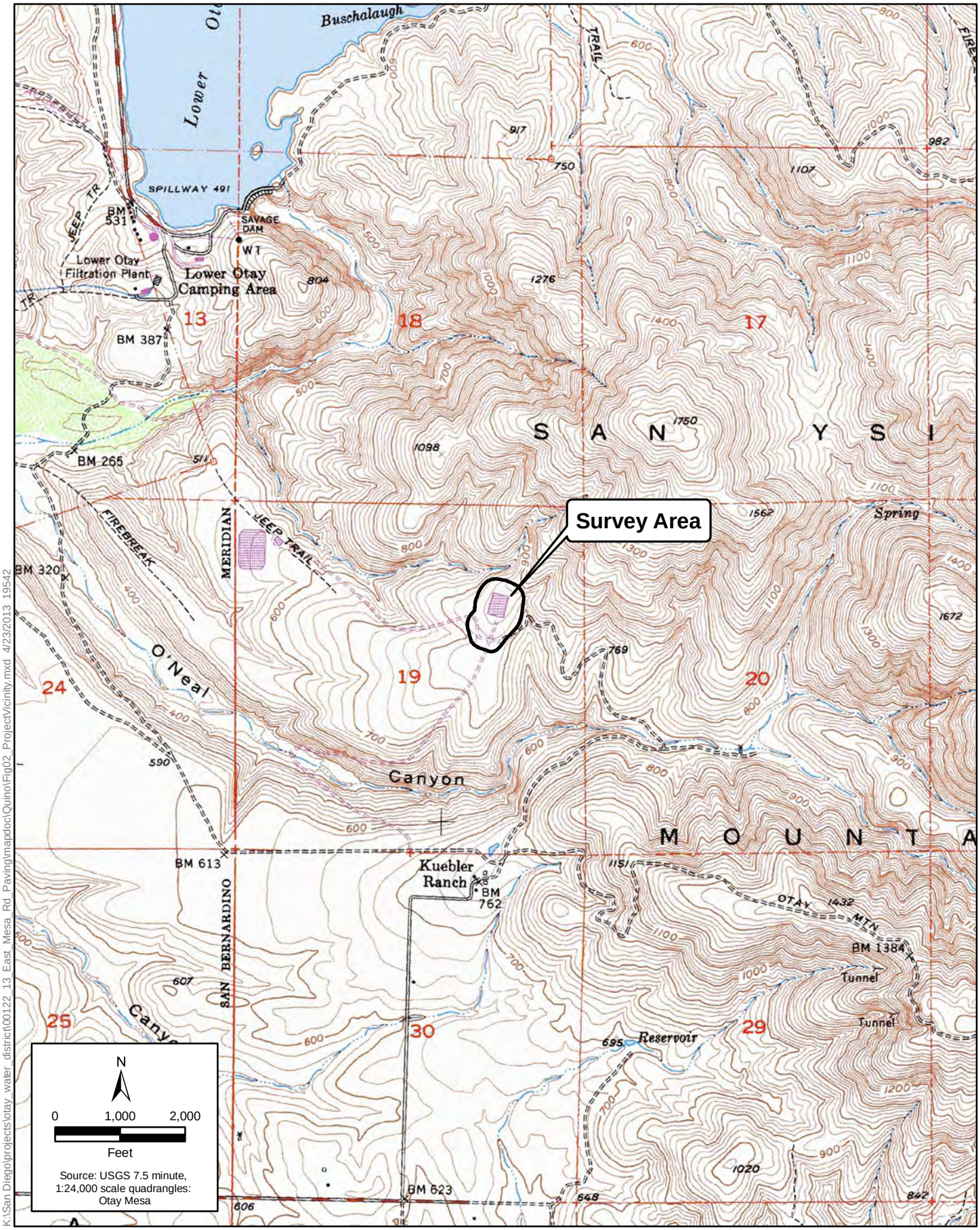

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Figure 2
Project Vicinity
East Mesa Reservoir Road Paving Project

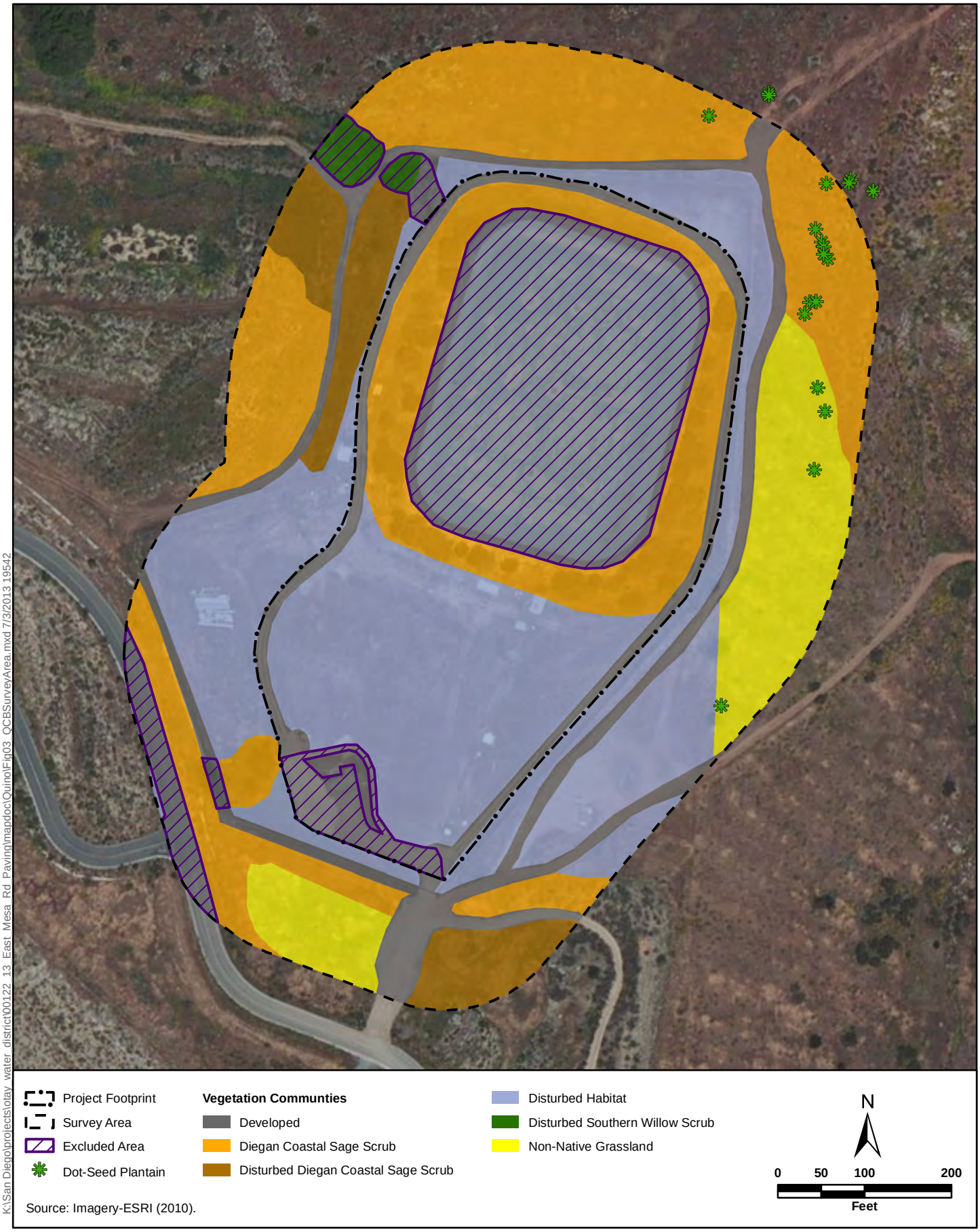

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Figure 3
Quino Checkerspot Butterfly Survey Area
East Mesa Reservoir Road Paving Project

Chapter 2
Methods

On March 5, 2013, a habitat assessment was conducted by E. Eidson. At that time dot-seed plantain (*Plantago erecta*) was the only host plant detected in the survey area. Dot-seed plantain appeared healthy, with approximately 50% of all individuals in bloom. The habitat assessment determined that 12.81 acres of non-excluded areas, as defined by the U.S. Fish and Wildlife Service (USFWS 2002), occurred within the survey area (Figure 3). Excluded areas, not recommended for Quino surveys, are defined as follows:

- Orchards, developed areas, or in-fill parcels largely dominated by nonnative vegetation.
- Active/in-use agricultural fields without natural or remnant inclusions of native vegetation.
- Closed-canopy forest or riparian areas, dense chaparral, and small openings completely enclosed within a closed-canopy or dense chaparral area.

Excluded areas within the survey area included developed areas and areas of dense riparian scrub.

A total of five weekly surveys were conducted between March 15 and April 9, 2013. Surveys for adult Quino were conducted by ICF biologists C. Dunn (TE-29658A-0), E. Eidson (TE-051236-1), and D. Allen (TE-837448-4). These surveys were conducted under acceptable weather conditions as defined in the USFWS protocol (Table 1) (USFWS 2002). Each survey involved slowly walking meandering transects throughout all non-excluded portions of the survey area (Figure 3). The surveys were conducted at an average rate of no more than 10 acres per hour. The surveyor stopped periodically to scan adjacent areas for moving butterflies. All butterfly species observed were identified and recorded (Table 2). All host plants detected within the survey area were mapped (Figure 3), and all potential nectar sources were noted. Copies of daily field notes are provided as an attachment to this report (Attachment 1).

In accordance with the USFWS protocol, Quino surveys, at a minimum, must occur over a 5-week period during the flight season for the given year. The timing of the flight season for Quino typically varies from year to year and by region. In order to determine the beginning and end of the flight season at each site, the conditions of host plants and/or nectar sources within the survey area for the project are assessed prior to the start of focused surveys. Prior to the start of the survey period for this project, host plants on site were healthy and in bloom and nectar sources were available within and adjacent to the survey area.

Surveyors also assess information provided by other biologists monitoring Quino reference populations. For the 2013 flight season, Quino reference information was obtained from populations in the Otay Mountain and Otay Mesa areas and by visiting a known Quino population on OWD property.

Information from the Otay Mountain and Otay Mesa reference sites, as reported by the monitoring biologists, was used to confirm that Quino were actively flying during the survey dates for this project. According to the monitoring information, Quino were detected flying in Otay Mountain and the Otay Mesa area on March 6, 2013. Quino were no longer detected during a survey conducted on April 4 in these areas.

On March 15, 2013, ICF biologists conducted a visit to a known population of Quino located on OWD property northwest of the East Mesa Detention Facility. Permission to visit this site was granted by OWD. More than 30 Quino adults were observed at this site copulating and foraging on nectar sources similar to those available within the survey area.

Table 1. Survey Conditions

Date (2013)	Survey Number	Start—End Time	Temperature (Start/Stop)	Wind Speed	Cloud Cover	Surveyor (Supervised Individuals)
March 15	1	1040–1200	72/75°F	0–4 mph	0% (high haze)	C. Dunn, D. Allen (K. Davis, I. Cain)
March 22	2	1245–1415	70/72°F	1–6 mph	0%	C. Dunn (J. Hickman)
March 29	3	1400–1530	73/72°F	1–5 mph	0% (high haze)	C. Dunn (J. Hickman)
April 3	4	1200–1340	77/79°F	0–1 mph	0–10%	E. Eidson (J. Hickman)
April 9	5	1200–1330	67/69°F	1–8 mph (gusts of 10)	0–10%	E. Eidson

°F = degrees Fahrenheit; mph = miles per hour

Chapter 3
Results

No Quino were detected during the five 2013 protocol surveys for the project in the survey area. However, 13 other butterfly species were observed (Table 2). Several patches of dot-seed plantain, a Quino primary host plant, were detected in the eastern and northeastern portion of the survey area (Figure 3). At the beginning of the survey period dot-seed plantain was approximately 1 inch in height, in good health, and mostly in flower. At the end of the survey period dot-seed plantain was 1.5–2 inches in height and senescing.

Table 2. Butterflies Observed Within the Survey Area

Scientific Name	Common Name	Scientific Name	Common Name
Pontia protodice	Checkered white	*Speyeria callippe*	Callippe fritillary
Pieris rapae	Cabbage white	*Vanessa annabella*	Gabb's checkerspot
Anthocharis sara	Pacific orangetip	*Vanessa cardui*	Painted lady
Callophrys affinis	Western green hairstreak	*Vanessa annabella*	West coast lady
Brephidium exile	Western pygmy-blue	*Coenonympha tullia*	Common ringlet
Glaucopsyche lygdamus	Silvery blue	*Erynnis funeralis*	Funeral duskywing
Apodemia virgulti	Behr's metalmark		

Potential nectar sources present and in bloom during the surveys included San Diego sunflower (*Bahiopsis laciniata*), black mustard (*Brassica nigra*), blue dicks (*Dichelostemma capitatum*), common goldfields (*Lasthenia gracilis*), Crete weed (*Hedypnois cretica*), deerweed (*Acmispon glaber*), San Diego popcornflower (*Plagiobothrys collinus* var. *gracilis*), narrow-toothed pectocarya (*Pectocarya linearis* ssp. *ferocula*), and a few individuals of California buckwheat (*Eriogonum fasciculatum*). Nectar sources were most abundant outside of the fenced area in the eastern and northern portions of the survey area. Most areas inside the fencing and west and south of the project alignment supported highly disturbed habitats that were predominated by non-native, weedy plant species.

Overall the survey area provides habitat ranging from low to high suitability for Quino. The highest suitability occurred in the northeastern corner of the survey area, outside of the project footprint, with suitability increasing as distance from the project footprint increased.

Quino were not observed during the 2013 protocol surveys for this project. Based on the conditions on the project site, the information provided for the reference populations, and our findings at the site northwest of the East Mesa Detention Facility, the 2013 surveys were timed correctly and Quino would have been detected during the focused surveys if it occurred in the survey area. These surveys were conducted according to the survey protocol by qualified, permitted biologists during favorable climatic conditions, and show the absence of the species during the 2013 flight season.

Chapter 4
Certification

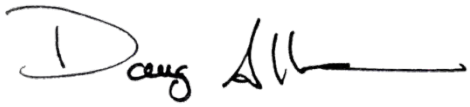
I certify that the information in this survey report and attached exhibits fully and accurately represent my work.

_____ May 14, 2013

Erika Eidson (Permit No. TE-051236-1) Date
Biologist
Author and Field Surveys

_____ May 14, 2013

Cindy Dunn (Permit No. TE-29658A-0) Date
Biologist
Field Surveys



_____ May 14, 2013

Doug Allen (Permit No. TE-837448-4) Date
Biologist
Field Surveys

Chapter 5
References

Bowman R. 1973. *Soil Survey of the San Diego Area*. U.S. Department of Agriculture in cooperation with the USDI, UC Agricultural Experiment Station, Bureau of Indian Affairs, Department of the Navy, and the U.S. Marine Corps.

Natural Resources Conservation Service (NRCS), United States Department of Agriculture. 2013. *Web Soil Survey*. Available: http://websoilsurvey.nrcs.usda.gov/. Accessed: April 24, 2013.

U.S. Fish and Wildlife Service (USFWS). 2002. Quino Checkerspot Butterfly (*Euphydryas editha quino*) Year 2002 Survey Protocol.

Attachment 1
Field Notes

East Mesa Water Tower

[0930 - 1400]

3/15/13

Start

[redacted] 1040

72°F

High Haze

Ø-2mpl

Stop

1200

75°F High Haze

[redacted]

1-4mpl

Quino Survey #1

unk white : II

unk lady : I

Behr's : IIII

Ringlet : ~~HH~~ ~~HH~~ ~~HH~~

perplex green : II

Sara's orange : II

Southern blue : III

Nectar Sources

Erobot, Hirinc, acmgla, blue dick, Rhuint, blueeyed grass, goldfields, wishbone, Johnny jump ups, shooting stars, Onion, viglac,

Host plant Sp

plaere

CORA

HOFI

WEME

COHA

ANHU

MODO

LEGO

South ratt

CAGN

GRRO

Coast Horn

BLTajack

BUSH

BLPH

WEKI

15 MARCH 13 — D Allen

E. MESA H_2O tower — I Cain

CCB #1 — K. DAUS

C Dunn

1030	72°F	High Water	0-2
1200	75°F	Clear	0-2

FUDU
CORI
COWH
PALA
BEMM

ADULT Nectar Sources

Blue Dice — BIDI
Gold Field — GOFI — CRYT sp — Cryptantha
ERCI — Erodium cicutarium
LOSC — Lotus scoparius

East Mesa Water tank
Quino #2

3/22/13

Start
1245
0%
1-4 mph
70°F

Ringleat – ~~HHT~~ ~~HHT~~ ~~HHT~~ |||
Behr's – ~~HHT~~ ~~HHT~~ ~~HHT~~ ||
Southerblue – ||||
Funeral – ~~HHT~~ |
Cabbage w – |
♂ ⊕ Gabbs – ||
Pygmy blue – |
Westcoast – ||

CORA
CaGrSq
WEME
HOLA
CALT

Nectaring: Hirinc, Eno bot, blue eyed, blue dick, lotsco, viglac, plantago, goldfields, lupin,

End
1415
0%
2-6 mph
72°F

Plantago ~ 1 inch, flowering
healthy green

EMWT Quino #3

3/29/13

CA Ring: ~~IIII~~ ~~IIII~~ ~~IIII~~ ~~IIII~~ III
Behr's: ~~IIII~~ ~~IIII~~ ~~IIII~~ IIII
Dusky: ~~IIII~~ ~~IIII~~ II
Perplex: II
Gabb's: II ♀♂

Start
1400
High Haze 10%
73°F
1-2mph

Stop
1530
High haze 50%
72°F
2-5mph

Nectaring: Bluedick, Brunig, viglac, wishbone plant, acaglo, lastinia sp, blue eyed grass,

wildlife
WEME
CALT
COTTONTAIL
GRRO
red diamond
WREN
WCSP
Southern Pacific

HOST: Plaea ~ <1cm-2cm
green, patchy, healthy, flowering, minor yellow

Quino Checkerspot Butterfly Survey Form

Project/Location: East Otay Mesa Survey Segment:

Surveyor: E Edson Date: 4/3/13 Survey #: 8

Additional Surveyors: James Hickman (positively ID'd Gabbs

	Time	% Cloud	Sky Condition			Wind (mph)	Temperature
Start	1200	0%	clear	patchy	cloudy	0-1	77°
			clear	patchy	cloudy		
			clear	patchy	cloudy		
			clear	patchy	cloudy		
			clear	patchy	cloudy		
Stop	1340	10%	clear	patchy	cloudy	2-6	77

Habitat Onsite (circle): hilltop, veg openings, bare ground, flat land, steep slope, plateau, ridgeline, rock outcrop, other

Veg Type Surveyed (circle): CSS, SMC, CSCS, NNG, DH, MSS

Host Plants(circle): Plantago, Castilleja, Cordylanthus, Collinsia, Antirrhinum

Condition/Comments: Plhere 1.5-2" in flower Antcolt (pt)

Nectar Plants: Hypoglab Dichcap
Borarig Bahlac Erifas Chrost
Pemgra

Quino Observed (location, comments, coordinates, photo #):

Butterflies Observed					
Name	Tally	Total	Name	Tally	Total
Acmon Blue			Orange sulfur		
Anise swallowtail			Painted lady		
Behr's metalmark	𝍸 𝍸 IIII		Pale swallowtail		
Brown elfin			Perplexing hairstreak		
Cabbage white			Pygmy blue		
California patch			Quino checkerspot		
California ringlet	IIII		Red admiral		
California sister			Sara's orangetip		
Cerranus blue			Southern blue		
Checkered white	I		Southern dogface		
Common buckeye			Spring white		
Dainty sulfur			Striated queen		
Desert orange-tip			Variable checkerspot		
Funereal duskywing	𝍸 IIII		West coast lady		
Gabb's checkerspot	I ♀		Western tailed blue		
Gray hairstreak			Western tiger swallowt		
Harford's sulphur			White checkered skipp		
Hermes copper			Unknown blue		
Lorquin's admiral			Unknown lady		
Monarch					
Mourning cloak					
Northern white skip					

Quino Checkerspot Butterfly Survey Form

Project/Location: East Otay Res Rd parking Survey Segment: ____

Surveyor: E. Eidson Date: 4-9-13 Survey #: 5

Additional Surveyors: —

	Time	% Cloud	Sky Condition			Wind (mph)	Temperature
Start	1200	10%	(clear)	patchy	cloudy	1-3	67
			clear	patchy	cloudy		
			clear	patchy	cloudy		
			clear	patchy	cloudy		
			clear	patchy	cloudy		
Stop	1330	10%	(clear)	patchy	cloudy	3-8, gusts 10	69

Habitat Onsite (circle): hilltop, (veg openings), (bare ground), flat land, steep slope, plateau, ridgeline, rock outcrop, other

Veg Type Surveyed (circle): (CSS), SMC, CSCS, (NNG), (DH), MSS

Host Plants(circle): Plantago, Castilleja, Cordylanthus, Collinsia, Antirrhinum

Condition/Comments: Plaerc senescing

Nectar Plants: Bahloc, Lasgra, Brarig, Dicpap, Erifas (few), Acmgla, Cryptafha

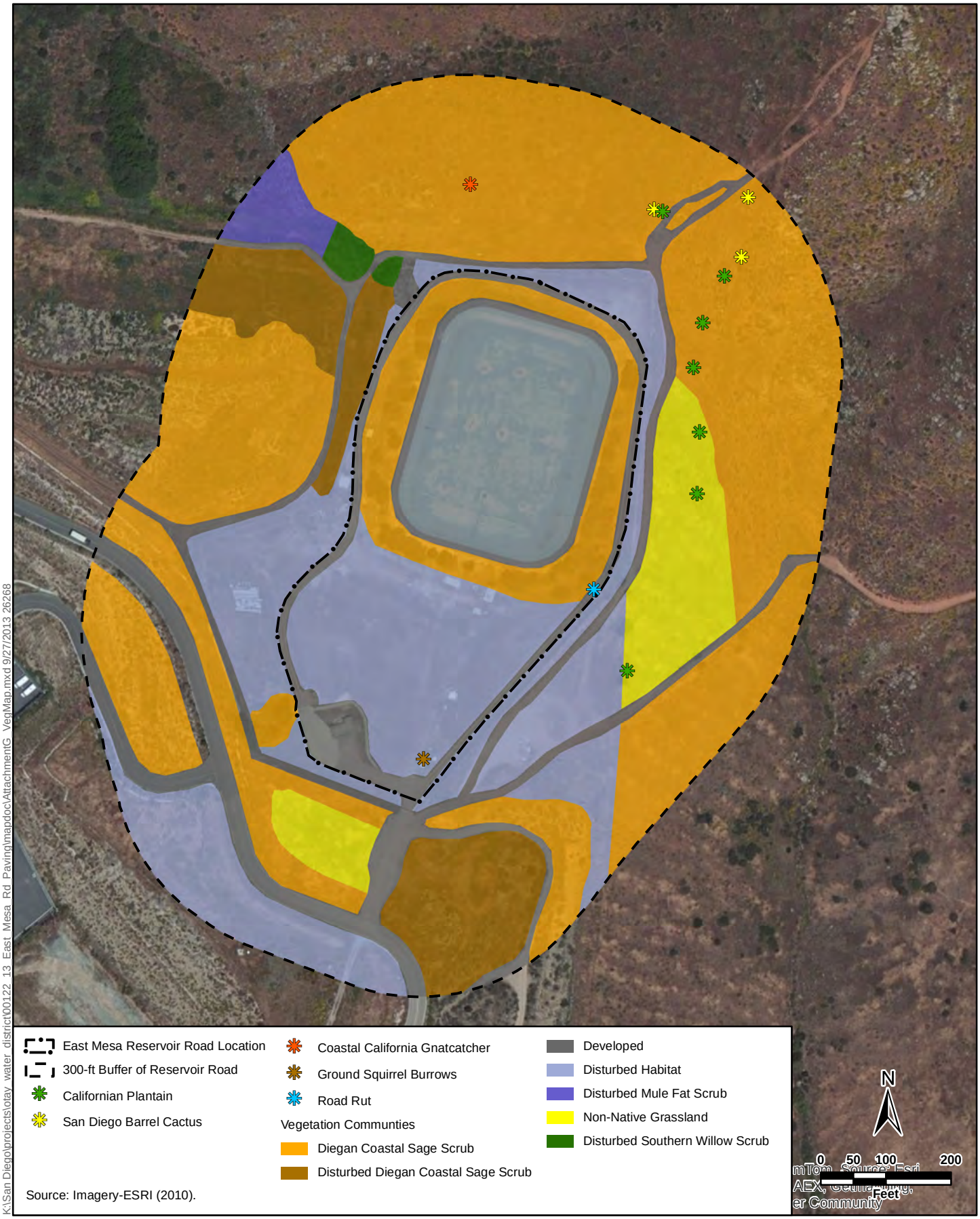
Quino Observed (location, comments, coordinates, photo #):

none

Butterflies Observed

Name	Tally	Total	Name	Tally	Total
Acmon Blue			Orange sulfur		
Anise swallowtail			Painted lady		
Behr's metalmark	~~IIII~~ IIII		Pale swallowtail		
Brown elfin			Perplexing hairstreak		
Cabbage white			Pygmy blue		
California patch			Quino checkerspot		
California ringlet	III		Red admiral		
California sister			Sara's orangetip		
Cerranus blue			Southern blue	II	
Checkered white			Southern dogface		
Common buckeye			Spring white		
Dainty sulfur			Striated queen		
Desert orange-tip			Variable checkerspot		
Funereal duskywing	~~IIII~~ II		West coast lady		
Gabb's checkerspot	II (1♂ 1♀)		Western tailed blue		
Gray hairstreak			Western tiger swallowt		
Harford's sulphur			White checkered skipp		
Hermes copper			Unknown blue		
Lorquin's admiral			Unknown lady		
Monarch					
Mourning cloak					
Northern white skip					

Blue B Comstock's fritillary 1



Source: Imagery-ESRI (2010).

K:\San Diego\projects\otay water district\00122 13 East Mesa Rd Paving\mapdoc\AttachmentG VegMap.mxd 9/27/2013 26268

Attachment G
Vegetation Map and Potentially Sensitive Resources
OWD 870-1 Reservoir Paving Project

Attachment H: Sensitive Plant Species and Their Potential to Occur in the Vicinity of the East Mesa Reservoir Road

Common Name (*Scientific Name*)	**Sensitivity Code**	**Habitat Preference/Requirements**	**Verified On-site (Yes/No)**	**Potential to Occur**	**Rationale**
San Diego thornmint (*Acanthomintha ilicifolia*)	FT SE CRPR 1B.1	Annual herb Grassy openings in chaparral and coastal sage scrub, valley and foothill grassland, and vernal pools. Prefers friable or broken clay soils. 33 to 3150 ft. Blooming Period: Apr-Jun	No	Moderate	Potentially suitable habitat occurs within the survey area.
Spineshrub (*Adolphia californica*)	CRPR 2B.1	Deciduous shrub Chaparral, coastal scrub, and valley and foothill grassland; 45-740 m (147-2428 ft). Blooming period: December - May	No	Moderate	Potentially suitable habitat occurs within the survey area. This distinctive shrub should have been observed if present.
San Diego bur-sage (*Ambrosia chenopodiifolia*)	CRPR 2B.1	Deciduous shrub Coastal scrub 55-155 m Blooming period: April - June	No	Moderate	Potentially suitable habitat occurs within the survey area. This distinctive shrub should have been observed if present.
San Diego County Viguiera (*Bahiopsis laciniata*)	CRPR 4.2	Deciduous shrub Diegan coastal sage scrub. 197-2461 ft. Blooming Period: Feb-Jun	Yes	Observed	Observed along the margins of the slopes of the water reservoir within the survey area.
Golden cereus (*Bergerocactus emoryi*)	CRPR 2B.2	Perennial stem succulent Chaparral and coastal scrub; 3-395 m; Blooming period: May - June	No	Moderate	Appropriate habitat present on-site. This large distinctive cactus should have been observed if present.
San Diego goldenstar (*Bloomeria clevelandii*)	CRPR 1B.1	Bulbiferous herb Chaparral, coastal sage scrub, valley grasslands, particularly near mima mound topography or the vicinity of vernal pools; 50 - 465 m (164-1526 ft). Blooming period : April - May	No	Moderate	Suitable habitat and soils present within on site. Occurs in the vicinity at the same altitude. Annual species which would not have been observed during early spring surveys.
Orcutt's brodiaea (*Brodiaea orcuttii*)	CRPR 1B.1	Bulbiferous herb Moist grasslands, near streams and the periphery of vernal pools; 0-1600 m (0-5249 ft). Blooming period: May - July	No	Low	No vernal pools present within the survey area. Road rut does not support vegetation.
Round-leaved filaree (*California macrophylla*)	CRPR 1B.1	Annual herb Grasslands and cismontane woodland; 15-1200 m; Blooming period: March - May	No	Moderate	Potentially suitable habitat occurs within the survey area.
Dunn's mariposa lily (*Calochortus dunnii*)	SR CRPR 1B.2	Growth Form: perennial bulbiferous herb Blooming Period: Apr-Jun Rocky openings in chaparral or grassland/chaparral ecotone. Seems to be restricted to metavolcanic and gabbroic soils. 1247 to 6004 ft.	No	None	Suitable habitat does not occur in the survey area; this species typically occurs at a higher elevation than that of the survey area.

Common Name (*Scientific Name*)	Sensitivity Code	Habitat Preference/Requirements	Verified On-site (Yes/No)	Potential to Occur	Rationale
Lakeside ceanothus (*Ceanothus cyaneus*)	CRPR 1B.2	Evergreen shrub Closed-cone coniferous forest, dense chaparral. 771 to 2477 ft. Blooming Period: Apr-Jun	No	None	Suitable habitat does not occur in the survey area; The range of this species is highly restricted to the north of the study area.
Summer holly (*Comarostaphylis diversifolia* ssp. *diversifolia*)	CRPR 1B.2	Annual herb Sandy soils in coastal bluff scrub, coastal scrub, and grassland; 5-300 m (16-984 ft). Blooming period: Feb - Aug	No	Moderate	Appropriate habitat present on-site. This large shrub should have been observed if present.
Long-spined spineflower (*Chorizanthe polygonoides* var. *longispina*)	CRPR 1B.1	Annual herb Clay lenses, largely devoid of shrubs. Occasionally seen on the periphery of vernal pool habitat and the periphery of montane meadows near vernal seeps; below 1400 m (4593 ft). Blooming period: April - June	No	Moderate	Potentially suitable habitat occurs within the survey area.
Snake cholla (*Cylindropuntia californica* var. *californica*)	CRPR 1B.1	Perennial stem succulent Chaparral and coastal scrub 30-150 m; Blooming period: April - May	No	Moderate	Appropriate habitat present on-site. This distinctive cactus should have been observed if present.
Otay tarplant (*Deinandra conjugens*)	FT SE CRPR 1B.1	Aannual herb Fractured clay soils or lightly vegetated coastal sage scrub. 82 to 984 ft. Blooming Period: May-Jun	No	Moderate	Suitable habitat occurs within the survey area. The frequent mowing within the impact area may prevent the establishment of this species.
Orcutt's bird's beak (*Dicranostegia orcuttiana*)	CRPR 2B.1	Annual herb (Hemiparisitic) Coastal scrub; 10-350 m; Blooming period March - Sept	No	Moderate	Potentially suitable habitat occurs within the survey area.
Variegated dudleya (*Dudleya variegata*)	CRPR 1B.2	Perennial herb Clay soils in chaparral, cismontane woodland, coastal scrub, valley and foothill grassland, and vernal pools; 3-580 m (9-1903 ft). Blooming period: April - June	No	Moderate	Suitable habitat occurs within the survey area. Unlikely to occur with within the highly disturbed project impact area.
Cliff spurge (*Euphorbia misera*)	CRPR 2B.2	Shrub Coastal scrub, coastal bluff scrub and Mojavean desert scrub; 10-500 m. Blooming period: Dec - Oct	No	Low	Suitable habitat occurs within the survey area. This distinctive shrub should have been observed if present.
San Diego button-celery (*Eryngium aristaulatum* var. *parishii*)	FE SE CRPR 1B.1	Perennial herb Vernal pools within coastal scrub or grasslands. 65 to 2034 ft. Blooming Period: Apr-Jun	No	Low	No vernal pools present within the survey area. Road rut does not support vegetation.
San Diego barrel cactus (*Ferocactus viridescens*)	CRPR 2B.1	Perennial stem succulent Sandy to rocky areas in coastal sage scrub or grasslands. 10 to 1,476 ft. Blooming Period: May-Jun	Yes	Observed	Several individuals of this species were observed in northeastern area of the survey area.

Common Name (*Scientific Name*)	Sensitivity Code	Habitat Preference/Requirements	Verified On-site (Yes/No)	Potential to Occur	Rationale
Mexican flannelbush (*Fremontodendron mexicanum*)	FE SR CRPR 1B.1	Evergreen shrub Closed cone coniferous forest and southern mixed chaparral. A limited population of mature shrubs grows along Cedar Creek on Otay Mountain; entire known population is now restricted to Otay Mountain; 33 to 2349 ft. Blooming Period: Mar-Jun	No	None	Suitable habitat for this species does not occur in the survey area.
Palmer's grapplinghook (*Harpagonella palmeri*)	CRPR 4.2	Annual herb Chaparral, grasslands, clay vertisols with open grassy slopes or Diegan coastal sage scrub between 20-955 m (65 to 3132 ft). Blooming period: March - May	No	Moderate	Potentially suitable habitat occurs within the survey area.
San Diego marsh elder (*Iva hayesiana*)	CRPR 2B.2	Perennial herb Marshes and swamps, and playas; 10-500 m (32-1640 ft). Blooming period: April - Oct	No	Low	Streambed habitat within the survey area is marginally suitable for this species.
Gander's pitcher sage (*Lepechinia ganderi*)	CRPR	Subshrub Coniferous forest, chaparral, cismontane woodland; 300-1370m Blooming period: Apr-Jul	No	Low	Suitable habitat is marginally suitable.
Spreading navarretia (*Navarretia fossalis*)	FT CRPR 1B.1	Annual herb Vernal pools. 98 to 4265 ft. Blooming Period: Apr-Jun	No	Low	No vernal pools present within the survey area. Road rut does not support vegetation.
California Orcutt grass (*Orcuttia californica*)	FE SE CRPR 1B.1	Annual herb Vernal pools. 49 to 2165 ft. Blooming Period: Apr-Aug	No	Low	No vernal pools present within the survey area. Road rut does not support vegetation.
Otay mesa mint (*Pogogyne nudiuscula*)	FE SE CRPR 1B.1	Annual herb Vernal pools. 295 to 820 ft. Blooming Period: May-Jul	No	Low	No vernal pools present within the survey area. Road rut does not support vegetation.
Munz' sage (*Salvia munzii*)	CRPR 2B.2	Evergreen shrub Chaparral and Diegan coastal sage scrub. Typically found on metavolcanic soils in the southern portion of San Diego County. 394 to 3494 ft. Blooming Period: Feb-Apr	No	Moderate	Suitable habitat occurs within the survey area.
Ashy spike-moss (*Selaginella cinerascens*)	CRPR 4.1	Perennial rhizomatous herb Chaparral and coastal scrub, dry habitat, often in clay soils both in open areas and in the shade of larger plants. 65 to 2100 ft. Blooming Period: none	Yes	Observed	This species was observed in the Diegan coastal sage scrub within the survey area.
Laguna Mountains jewel-flower (*Streptanthus bernardinus*)	CRPR 4.3	Perennial herb Chaparral, Lower montane coniferous forest. 2,198 to 8,202 ft. Blooming Period: May-Aug	No	None	Suitable habitat does not occur in the survey area; this species typically occurs at a higher elevation than that of the survey area.

Common Name (*Scientific Name*)	Sensitivity Code	Habitat Preference/Requirements	Verified On-site (Yes/No)	Potential to Occur	Rationale
Parry's tetracoccus (*Tetracoccus dioicus*)	CRPR 1B.2	Deciduous shrub Typically in low-growing chamise chaparral, with moderately dense canopy cover. Below 3280 ft. Blooming Period: Apr-May	No	None	Suitable chaparral habitat for this species does not occur within the survey area.

Legend:

Status:

Federal

FE - listed as endangered under the federal Endangered Species Act.

FT - listed as threatened under the federal Endangered Species Act.

State

SE - listed as endangered under the California Endangered Species Act.

ST – listed as threatened under California Endangered Species Act.

SR – listed as rare under the Native Plant Protection Act.

California Rare Plant Ranks – formerly California Native Plant Society Lists

1B – Rare, threatened or endangered in California and elsewhere

2B – Rare, threatened or endangered in California but more common elsewhere

3 – May be rare but more research needed to determine true status

4 – Limited distribution and are uncommon but not presently rare or endangered

Threat Ranks

.1 – Seriously endangered in California

.2 – Fairly endangered in California

.3 – Not very endangered in California

References

Special Status information from CDFW 2013. Nomenclature and plant descriptions from Baldwin et al. 2012, Beauchamp 1986, CNPS 2013, Hickman 1993, McAuley 1996, Munz 1974, Reiser 1994, Roberts 1989.

Attachment I: Sensitive Wildlife Species and their Potential to Occur in the Vicinity of the 870-1 Reservoir Project

Common Name (*Scientific Name*)	Sensitivity Code & Status	Habitat |Preference/Requirements	Verified On-site (Yes/No)	Potential to Occur	Rationale
INVERTEBRATES					
San Diego fairy shrimp (*Branchinecta sandiegoensis*)	FE	Vernal pools. All known localities are below 701m (2,300 ft) and are within 64km (40 miles) of the Pacific Ocean.	No	High – After dry season sampling None	Focused protocol dry season survey determined that this species did not occupy suitable habitat.
Thorne's hairstreak (*Callophrys thornei*)	BLM - Sensitive	Associated with host plant Tecate cypress (*Cupressus forbesii*), with nectar sources from shrubs found coastal sage scrub and chaparral.	No	Low	No suitable host plants occur within the survey area, however, suitable nectar sources occur within Diegan coastal sage scrub found within the survey area.
Quino checkerspot butterfly (*Euphydryas editha quino*)	FE	Inhabits openings on clay soils within or in the vicinity of shrublands, grasslands, meadows, vernal pools, and lake margins. Closely tied to its larval host plant, dwarf plantain *(Plantago erecta)* or owl's clover (*Castilleja exserta).*	No	High – after focused surveys None	Suitable habitat occurs on site and populations occur less than one mile from the survey area. Focused protocol dry season survey determined that this species did not occupy suitable habitat.
Riverside fairy shrimp (*Streptocephalus woottoni*)	FE	Vernal pools. It occurs from Los Angeles County to Baja California. In San Diego County, all populations are within 15 kilometers of the coast. Maturation of cysts may require as much as two months, depending on water temperature. Because of this relatively long development period, *S. woottoni* tends to be found only in deeper, more dependable pools.	No	Low – After dry season sampling None	Road rut observed onsite too shallow to be inundated naturally for long enough to support this species. Focused protocol dry season survey determined that this species did not occupy suitable habitat.
AMPHIBIANS					
Western spadefoot (*Spea hammondii*)	CSC	Temporary rain pools with water temperatures between 9°C and < 30°C that last at least 3 weeks.	Yes	Observed	One tadpole was observed in a road rut within the impact area.
REPTILES					
Silvery legless lizard (*Anniella pulchra pulchra*)	CSC	Prefers litter or loose soils under chaparral or sage scrub habitat.	No	Low	Suitable habitat is present within the survey area. Soils are marginally suitable.
Orangethroat whiptail (*Aspidoscelis hyperythra*)	CSC	The habitat characteristics are poorly understood, however historically it was found in floodplains or terraces along streams. Closely tied to coastal sage scrub plants and some chaparral plants.	No	High	Suitable habitat is present within the survey area.

Common Name (*Scientific Name*)	Sensitivity Code & Status	Habitat |Preference/Requirements	Verified On-site (Yes/No)	Potential to Occur	Rationale
San Diego horned lizard (*Phrynosoma blainvillii*)	CSC	Grasslands, brushlands, woodlands, and open coniferous forest with sandy or loose soil; requires abundant ant colonies for foraging.	No	High	Suitable habitat is present within the survey area.
Coast patch-nosed snake (*Salvadora hexalepis virgultea*)	CSC	Inhabits semi-arid brushy areas and chaparral in canyons, rocky hillsides, and plains.	No	High	Suitable habitat is present within the survey area.
Two-striped garter snake (*Thamnophis hammondii*)	CSC	Inhabits perennial and intermittent streams with rocky beds and bordered by willow thickets or other dense vegetation.	No	High	Suitable habitat exists in the disturbed southern willow scrub and disturbed mulefat scrub in the drainage in the northwestern portion of the survey area.
BIRDS					
Burrowing owl (*Athene cunicularia*)	CSC	Prairies, grasslands, lowland scrub, agricultural lands, coastal dunes, desert floors, and some artificial, open areas. They require large open expanses of sparsely vegetated areas on gently rolling or level terrain with an abundance of active small mammal burrows. They use rodent or other burrows for roosting and nesting cover and also known to use pipes, culverts, and nest boxes where burrows are scarce.	No	Breeding – Moderate Migration/ Wintering - Moderate	Suitable habitat can be found within infrastructure in disturbed habitat and ground squirrel burrows are present within the survey area. There is no sign of current use by burrowing owl in these features.
San Diego cactus wren (*Campylorhynchus brunneicapillus sandiegensis*)	CSC	Cactus thickets	No	None	There are no suitable cactus thickets within in or adjacent to the survey area.
Northern harrier (*Circus cyaneus*)	CSC (nesting)	Grasslands and marshes. Nests are on the ground and typically concealed within a marsh or other dense vegetation.	Yes	Breeding – None Foraging – Observed	Suitable nesting habitat does not occur within the survey area. Suitable foraging habitat occurs throughout the survey area.
Yellow-breasted chat (*Ictera virens*)	CSC	Dense riparian woodland.	No	Low	There is marginal habitat in the disturbed riparian habitat northwest of the reservoir.
Coastal California gnatcatcher (*Polioptila californica californica*)	FT CSC	Prefer open scrubby habitats such as coastal sage scrub and some forms of chaparral.	Yes	Observed	One individual was detected vocalizing in the Diegan coastal sage scrub within the northern portion of the survey area.

Common Name (*Scientific Name*)	Sensitivity Code & Status	Habitat |Preference/Requirements	Verified On-site (Yes/No)	Potential to Occur	Rationale
Least Bell's vireo (*Vireo bellii pusillus*)	FE SE	Riparian thickets either near water or in dry portions of river bottoms; nests along margins of bushes and forages low to the ground; may also be found using mesquite and arrow weed in desert canyons.	No	Moderate	Very marginal habitat occurs within the survey area; however, the species has been observed in other nearby riparian habitat outside the survey area.
MAMMALS					
Western mastiff bat (*Eumops perotis californicus*)	CSC	Primarily a cliff-dwelling species for breeding. Found foraging in a variety of habitats, from dry desert washes, flood plains, chaparral, oak woodland, open ponderosa pine forest, grassland, montane meadows, and agricultural areas.	No	Roosting – None Foraging - Low	Low quality foraging habitat present on site, no suitable cliffs or other potential breeding habitat.
Pocketed free-tailed bat (*Nyctinomops femorosaccus*)	CSC	Lives in deserts and sage scrub, roosts in rocky crevices.	No	Roosting – None Foraging - Moderate	Suitable foraging habitat present on site, no suitable cliffs or other potential breeding habitat.
Western red bat (*Lasiurus blossevillii*)	CSC	Usually among dense foliage, in forests and wooded areas, making long migrations from the northern latitudes to warmer climes for winter, sometimes hibernates in tree hollows or woodpecker holes.	No	Roosting – None Foraging - Low	Preferred roosting habitat not present within the survey, marginal foraging habitat present.
Northwestern San Diego pocket mouse (*Chaetodipus fallax fallax*)	CSC	Coastal sage scrub, sage scrub/grassland ecotones, and chaparral communities.	No	Moderate	Suitable habitat present on site.
San Diego black-tailed jackrabbit (*Lepus californicus bennettii*)	CSC	Mostly found on the coastal side of our local mountains in open habitats, usually avoiding dense stands of chaparral or woodlands.	No	High	Suitable habitat present on site.
San Diego desert woodrat (*Neotoma lepida intermedia*)	CSC	Variety of shrub and desert habitats, primarily associated with rock outcroppings, boulders, cacti, or areas of dense undergrowth.	No	Low	No middens observed within the survey area.
American badger (*Taxidea taxus*)	CSC	Inhabit a diversity of habitats with principal requirements of sufficient food, friable soils, and relatively open, uncultivated ground. Grasslands, savannas, and mountain meadows near timberline are preferred.	No	None	No suitable habitat within the survey area. Proximity of the survey area to developed areas would likely deter this species from occurring on site.

Common Name (*Scientific Name*)	Sensitivity Code & Status	Habitat |Preference/Requirements	Verified On-site (Yes/No)	Potential to Occur	Rationale

LEGEND:

STATUS:

Federal

FE - listed as endangered under the federal Endangered Species Act.

FT - listed as threatened under the federal Endangered Species Act.

State

SE - listed as endangered under the California Endangered Species Act.

FPS – fully protected species in California.

CSC - species of special concern in California.

References

Special Status information from CDFG 2011. Nomenclature and invertebrate descriptions from USFWS 1997a, 2002a, 2002b. Nomenclature and vertebrate descriptions from AOU 1998 and supplements (AOU 1998), CDFG 2005, Collins and Taggart 2009, Shuford and Gardali 2008, Stephenson and Calcarone 1999, Baker *et al.* 2003, Wilson and Reeder 2005 and Unitt 2004.

DRY SEASON PROTOCOL SURVEY FOR LISTED FAIRY SHRIMP FOR THE 870-1 RESERVOIR PAVING PROJECT, SAN DIEGO COUNTY

PREPARED FOR:

Otay Water District
2554 Sweetwater Springs Blvd.
Spring Valley, California 91978-2096

PREPARED BY:

ICF International
9775 Businesspark Avenue
San Diego, CA 92131
Contact: Dale Ritenour
(858) 578-8964

August 2013

ICF International. 2013. Dry Season Protocol Survey for Listed Fairy Shrimp for the 870-1 Reservoir Paving Project. August. Prepared for Otay Water District.

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1.1 Project Area 1
1.2 Project Vicinity 2
2.0 Methods 2
2.1 Dry Season Fairy Shrimp Sampling 2
3.0 Results 3
4.0 References 3
5.0 Certification 4

Appendix A USFWS Notification

Appendix B Soil Analysis Letter

Figure **Follows Page**

1. Regional Vicinity 1
2. Survey Area Vicinity 1
3. Basin Location 1

1.0 Introduction

Otay Water District (OWD) proposes to pave the existing road surrounding the 870-1 Reservoir (project). This site was referred to as the "East Mesa Reservoir Road Paving Project" in the 15-day notification. The project site is located in the unincorporated community of Otay, in San Diego County, California (Figures 1 and 2). The OWD 870-1 Reservoir is located at the northern terminus of Alta Road, northeast of the East Mesa Detention Facility. A dirt and gravel service road encircles the reservoir within a chain-link fence that encompasses the 870-1 Reservoir facility (Figure 3). In its entirety, the project includes an approximately 815-foot long service road. For the purposes of this report, the term "project footprint" refers to the service road occurring within the fenced facility.

ICF International/Jones & Stokes (ICF), assisted by Ecological Restoration Services, conducted protocol surveys to determine the presence or absence of federally-listed endangered San Diego fairy shrimp (*Branchinecta sandiegonensis*) and Riverside fairy shrimp (*Streptocephalus woottoni*) within a road rut immediately southeast of the 870-1 Reservoir (Figure 3).

1.1 Project Area

The project footprint comprises developed areas primarily consisting of the unpaved road. The study area includes the project footprint and a 150-foot buffer around the unpaved road (Figure 3). The study area covers approximately 15.9 acres. Areas of Diegan coastal sage scrub, disturbed Diegan coastal sage scrub, disturbed southern willow scrub, disturbed mule-fat scrub, non-native grassland, disturbed habitat, bare ground, and developed areas occur within 150 feet of the project footprint. Only one potential basin was observed within the study area. The basin was observed below the southeastern corner of the existing reservoir, in the dirt road at the base of the slope. The basin consists of a series of road ruts that spans part of the road. The basin is unvegetated; no vernal pool indicator plant species were observed.

The study area is surrounded by undeveloped areas supporting native and nonnative vegetation. The study area is at the foot of Otay Hills/Otay Mountain, and slopes down from the northeast to the southwest. Elevation within the survey area ranges from 890 feet above mean sea level (AMSL) in the northeastern portion of the survey area to 815 feet AMSL.

Soils in the study area consist of Huerhuero loam (2 to 9 percent slopes, 9 to 15 percent slopes, and 15 to 30 percent slopes, eroded), San Miguel-Exchequer rocky silt loams (9 to 70 percent slopes), and Stockpen gravelly clay loam (2 to 5 percent slopes) (NRCS 2013). Soils in the Huerhuero series consist of moderately well drained loams with clay subsoil. These soils developed in sandy marine sediment. The San Miguel-Exchequer complex is about 50% San Miguel silt loam and 40% Exchequer silt loam with 10% rock outcrops. Soils in the San Miguel series consist of well-drained, shallow to moderately deep silt loams with clay subsoil. Soils in the Exchequer series consist of shallow and very shallow, well-drained silt loams that formed in material weathered from hard metabasic rock. Soils in the Stockpen series consist of moderately well drained, moderately deep, gravelly clay loams (Bowman 1973).

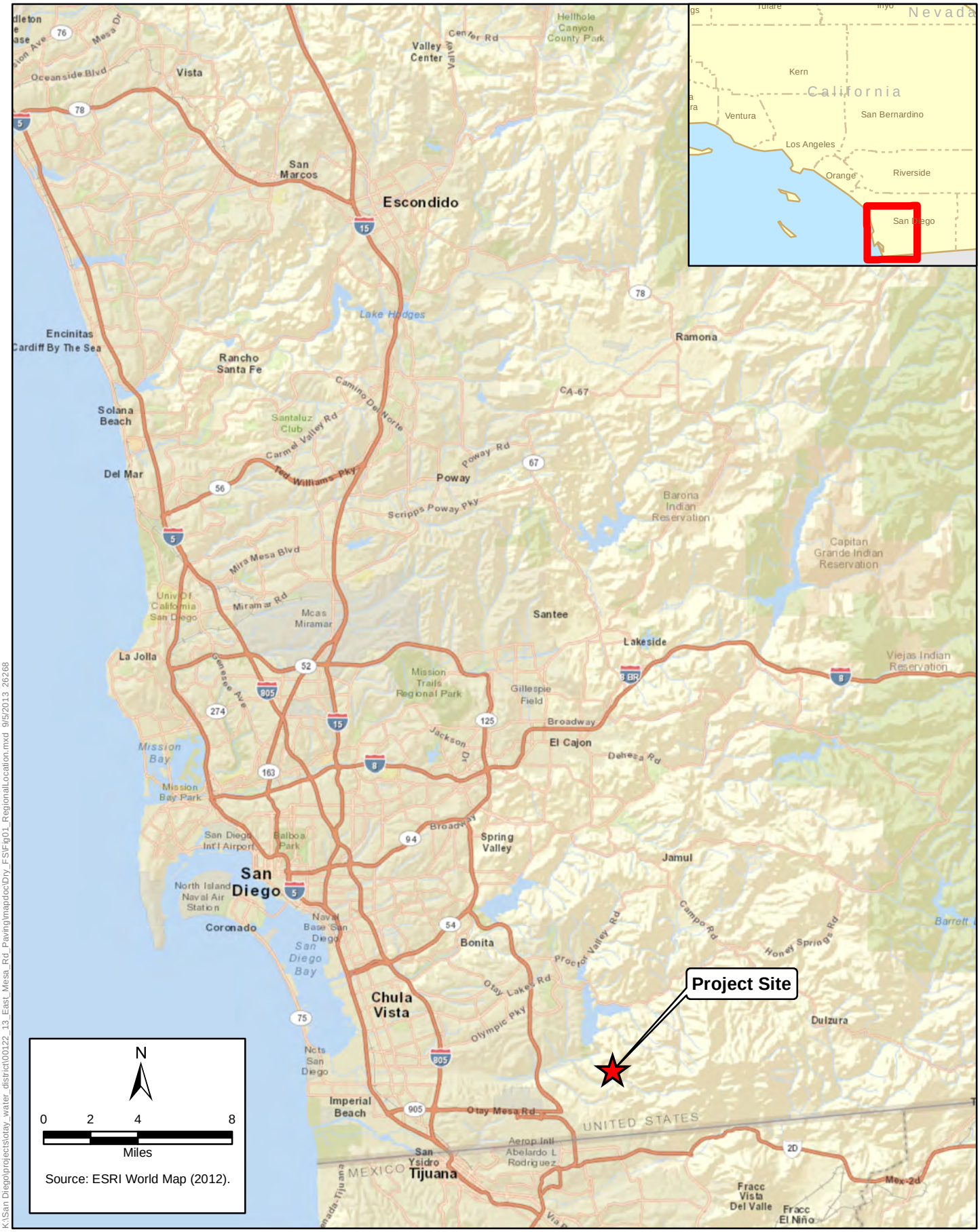

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Figure 1
Regional Location
870-1 Reservoir Paving Project

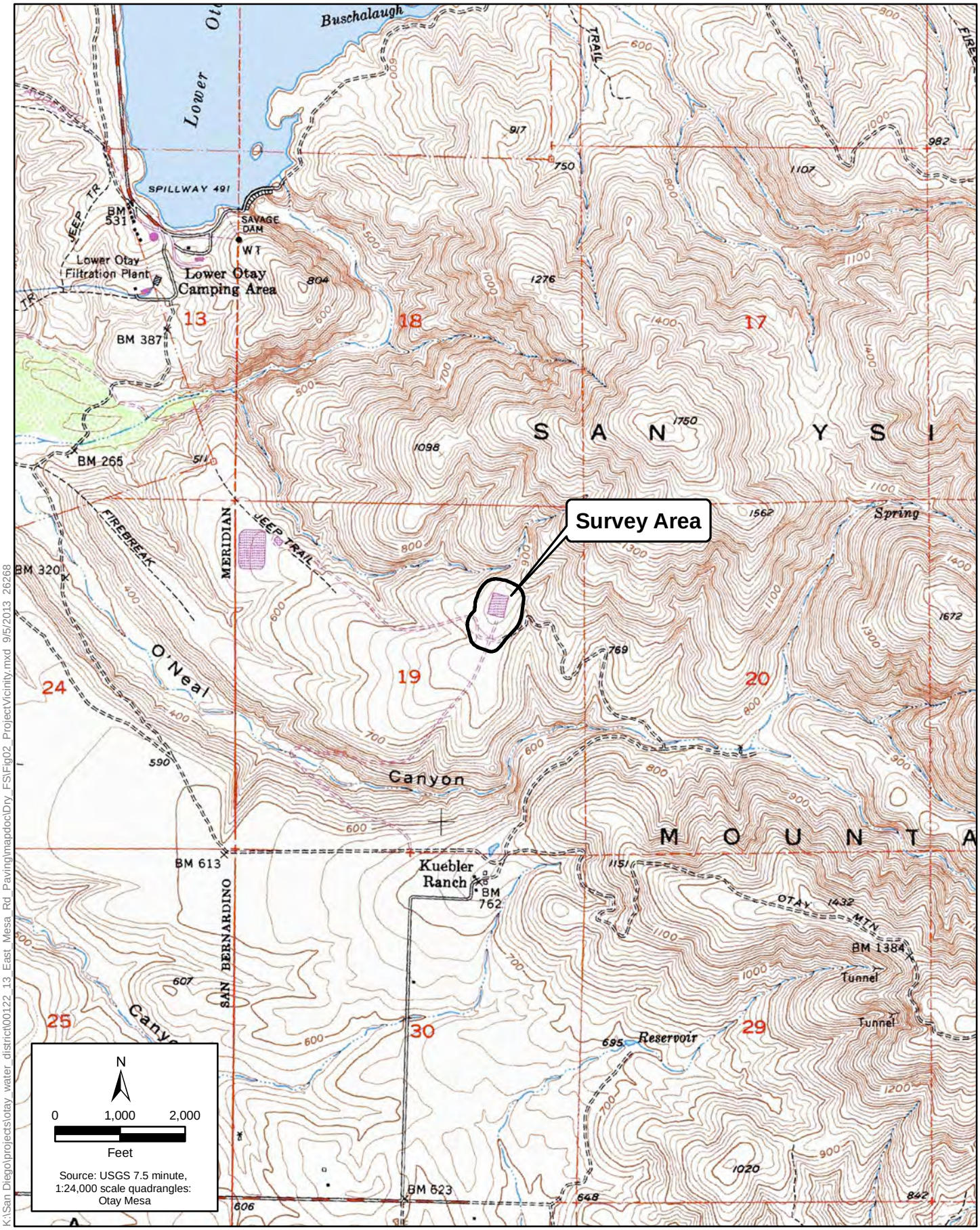

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Figure 2
Project Vicinity
870-1 Reservoir Paving Project

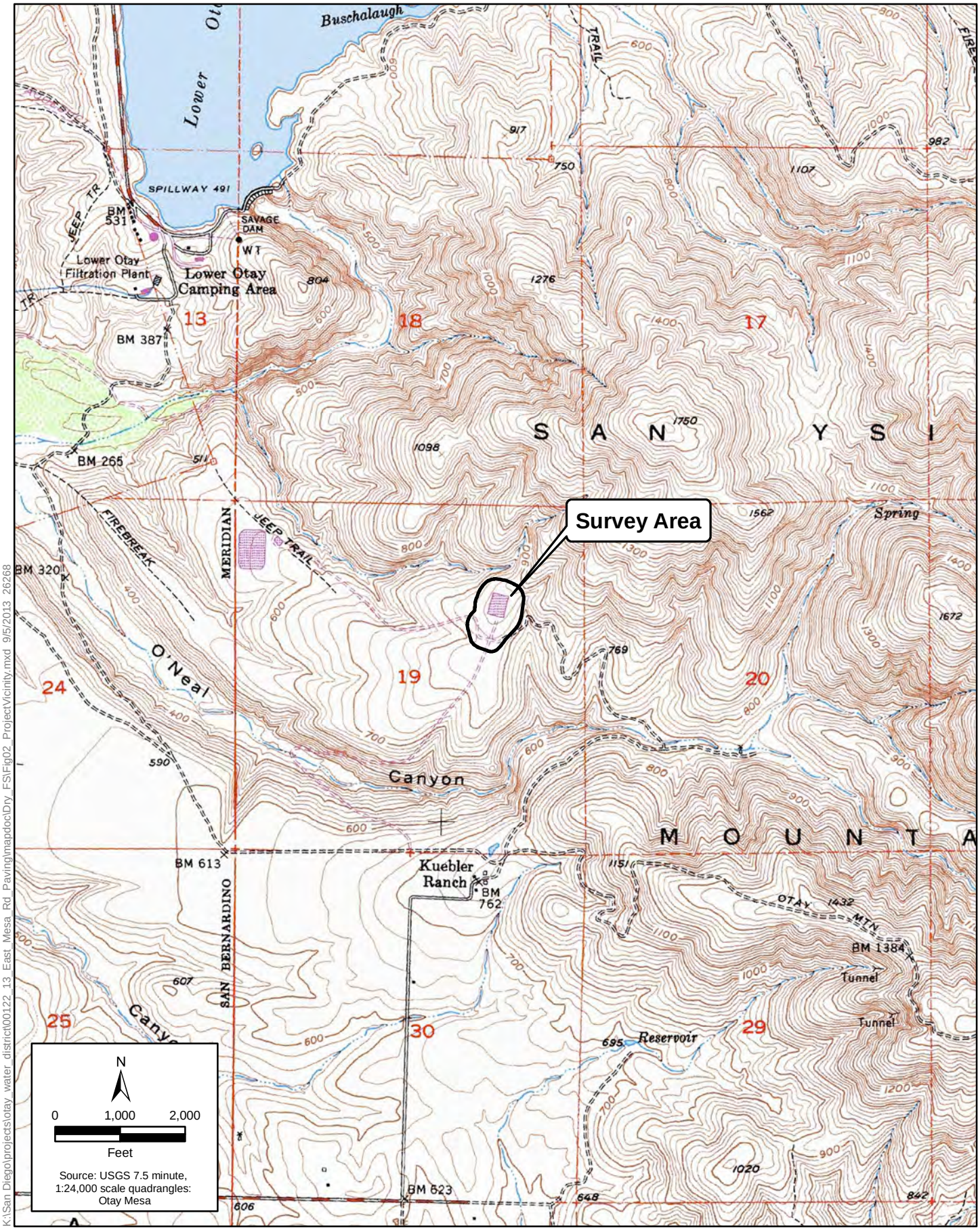

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Figure 2
Project Vicinity
870-1 Reservoir Paving Project

1.2 Project Vicinity

San Diego fairy shrimp are known from vernal pools in natural mima mound topography 0.8 mile from the study area, on the northeast side of the George Bailey Detention Facility. These pools are primarily on lands previously held by The Environmental Trust. Riverside fairy shrimp are known from detention basins 2.3 miles to the south and 3.3 miles to the west of the study area. The study area is on the shoulder of Otay Hills/Otay Mountain, and there is no flat, undeveloped land in the immediate area.

2.0 Methods

ICF biologist Dale Ritenour (TE Permit# 58888A-0) conducted a protocol dry season survey to determine the presence or absence of San Diego fairy shrimp and Riverside fairy shrimp within the basin. Survey methodology follows the Interim Survey Guidelines to Permittees for Recovery Permits under Section 10(a)(1)(A) of the Endangered Species Act for the Listed Vernal Pool Branchiopods (Guidelines) (USFWS 1996). Prior to initiating the surveys, a 15-day pre-notification letter was sent to the U.S. Fish and Wildlife Service (USFWS), Carlsbad Field Office informing intent to conduct a protocol dry season survey for the presence or absence of listed fairy shrimp (Appendix A).

Due to discrepancies in interpretations of Mr. Ritenour's permit authorizations, ICF contracted USFWS-approved listed branchiopod cyst identifier, Dr. Chuck Black of Ecological Restoration Service (TE-835549-8), to process additional soil samples from the basin for presence or absence of fairy shrimp cysts.

2.1 Dry Season Fairy Shrimp Sampling

2.1.1 Soil Collection

On June 11, 2012, ICF vernal pool biologist Doug Allen collected soil samples for the dry season survey. Soil samples were collected when the areas with potential to support fairy shrimp (i.e., vernal pools and road ruts) were dry. A hand trowel was used to collect soil samples from the top 1-3 centimeters of pool sediment in accordance with the USFWS-approved recovery permit protocol. Whenever possible, soil samples were collected in chunks and the trowel was used to pry up intact chunks of sediment. Loosening the soil by raking or shoveling was avoided as such methods can damage cysts. Ten 100-mililiter soil samples were collected at the basin, with no more than one liter of soil taken from the basin. The stored samples were kept out of direct sunlight in order to avoid excessive heating.

On August 5, 2013, ICF vernal pool biologist Dale Ritenour recollected one liter of soil from the basin, following methods above, for processing by Dr. Black.

2.1.2 Soil Processing for Cyst Presence

Soil samples were processed by Dale Ritenour in accordance with the Guidelines (USFWS 1996). The ten soil samples were measured into individual plastic containers. These samples were hydrated in tap water then washed through a set of sieves. Material passing through a Number 45 (0.0139") USA Standard Testing Sieve, A.S.T.M.E.-11 specification and caught on a Number 70 (0.0083") Sieve was

rinsed into a container with approximately 100 milliliters of a saturated brine solution to float organic material, including fairy shrimp cysts. The material floating on the brine was decanted onto a paper filter on a wire-mesh strainer. The organic material collected on the paper was examined under a Cambridge Instruments Stereo Zoom 5 Microscope. No fairy shrimp cysts were identified.

3.0 Results

Cysts of the *Streptocephalus* genus can be discerned from *Branchinecta* cysts based on cyst surface characteristics. Only one member of the *Streptocephalus* genus, Riverside fairy shrimp, is found within San Diego County, so any observed *Streptocephalus* cysts would be accepted as Riverside fairy shrimp. Two species of *Branchinecta* have been found on Otay Mesa: San Diego fairy shrimp and Lindahl's/versatile fairy shrimp (*Branchinecta lindahli*). Cysts of the *Branchinecta* genus present in southern California are very similar and cannot be reliably identified through microscope examination.

No fairy shrimp cysts were recovered in soil samples processed and analyzed by ICF.

No distinctive *Branchinecta* cysts, no *Streptocephalus* cysts, and no cladoceran ephippia were found in any of the samples processed and analyzed by Dale Ritenour or Dr. Black. A single sample had one ostracod shell present. Ostracods are freshwater invertebrates common to ephemeral waters and the presence of an ostracod shell indicates that this basin may hold water for some duration during the rainy season. The methods and results from Dr. Black are included as Appendix B.

4.0 References

Bowman R. 1973. *Soil Survey of the San Diego Area*. U.S. Department of Agriculture in cooperation with the USDI, UC Agricultural Experiment Station, Bureau of Indian Affairs, Department of the Navy, and the U.S. Marine Corps.

U.S. Fish and Wildlife Service (USFWS). 1996. Interim Survey Guidelines to Permittees for Recovery Permits under Section 10(a)(1)(A) of the Endangered Species Act for the Listed Vernal Pool Branchiopods. April 19.

5.0 Certification

I certify that the information in this survey report and attached exhibits fully and accurately represent my work.

August 16, 2013

Dale Ritenour (Permit No. TE-58888A-0) Date
Vernal Pool Biologist
Author and Surveys

August 16, 2013

Doug Allen (Permit No. TE-837448-5) Date
Vernal Pool Biologist
Field Surveys

Appendix A
USFWS Notification

June 10, 2013

Ms. Susie Tharratt
Recovery Permit Coordinator
Department of Interior
Carlsbad Fish and Wildlife Office
6010 Hidden Valley Road
Carlsbad, CA 92011

RE: 15-Day Notice for Protocol Surveys for Listed Vernal Pool Branchiopods

Dear Ms. Tharratt:

The Otay Water District (OWD) has requested that ICF International (ICF) conduct a protocol dry season survey for listed vernal pool branchiopods for the East Mesa Reservoir Road Paving Project (Project) on Otay Mesa, San Diego County, CA (Figures 1 and 2). The goal of this Project is to pave the existing dirt road around the OWD East Mesa reservoir. The purpose of the survey is to determine the presence/absence of listed branchiopods within the single rut/basin onsite. I will be conducting the dry season survey under the guidelines stated in the 1996 Interim Survey Guidelines issued by the U.S. Fish and Wildlife Service. Fairy shrimp biologist Douglas Allen (TE-837448-5) may assist me with this survey.

Please do not hesitate to contact me with any questions or comments.

Sincerely,

Dale Ritenour
TE-58888A-0
(858) 444-3958
Dale.Ritenour@icfi.com

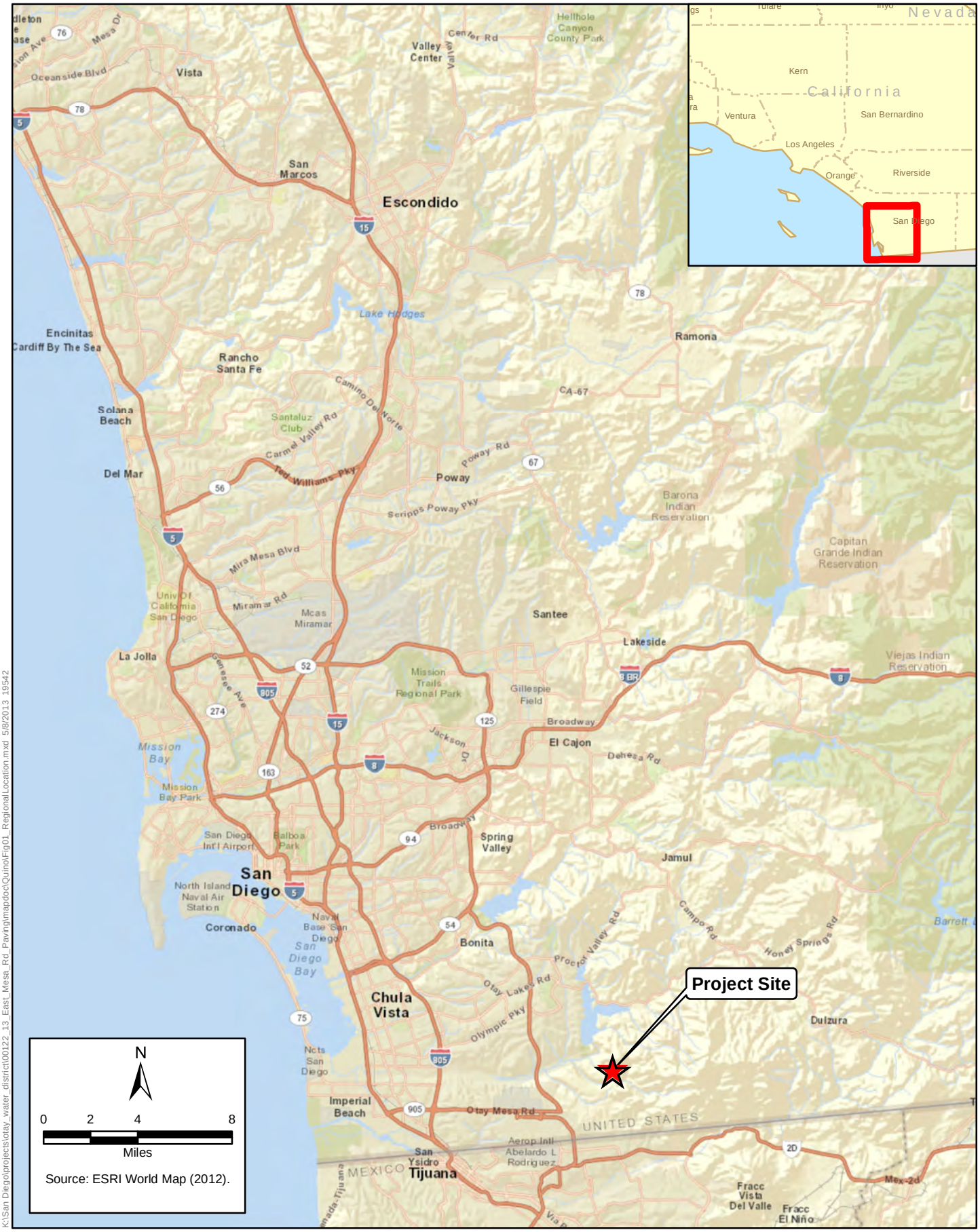

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Figure 1
Regional Location
East Mesa Reservoir Road Paving Project

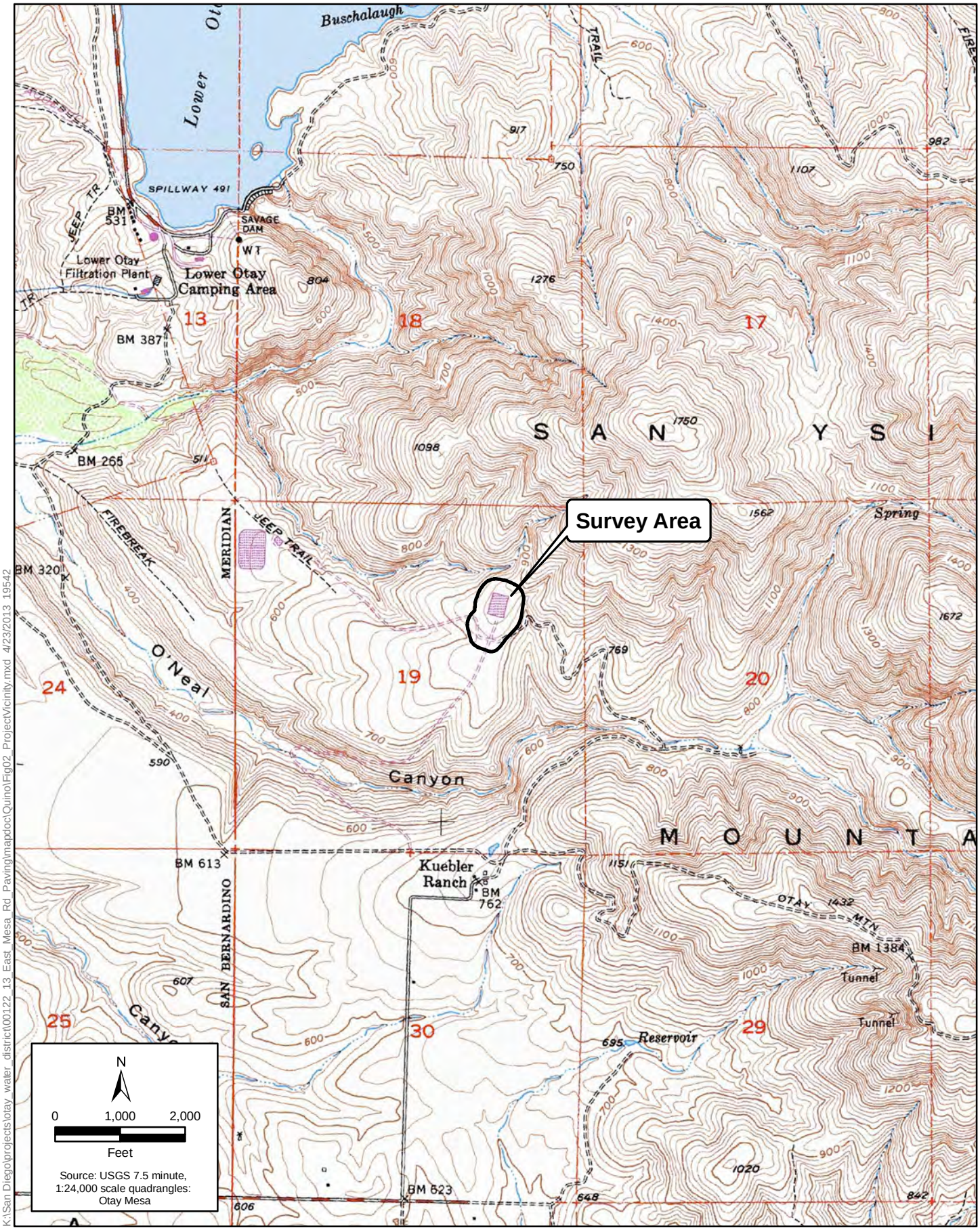

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Figure 2
Project Vicinity
East Mesa Reservoir Road Paving Project

July 26, 2013

Ms. Susie Tharratt
Recovery Permit Coordinator
Department of Interior
Carlsbad Fish and Wildlife Office
6010 Hidden Valley Road
Carlsbad, CA 92011

RE: 15-Day Notice for Protocol Surveys for Listed Vernal Pool Branchiopods

Dear Ms. Tharratt:

The Otay Water District (OWD) has requested that ICF International (ICF) conduct a protocol dry season survey for listed vernal pool branchiopods for the East Mesa Reservoir Road Paving Project (Project) on Otay Mesa, San Diego County, CA (Figures 1 and 2). The goal of this Project is to pave the existing dirt road around the OWD East Mesa reservoir. The purpose of the survey is to determine the presence/absence of listed branchiopods within the single rut/basin onsite. ICF will recollect soil from this basin and provide it to Listed Branchiopod Cyst Identifier Chuck Black (TE-835549-8) for processing and analysis.

Please do not hesitate to contact me with any questions or comments.

Sincerely,

Dale Ritenour
TE-58888A-0
(858) 444-3958
Dale.Ritenour@icfi.com

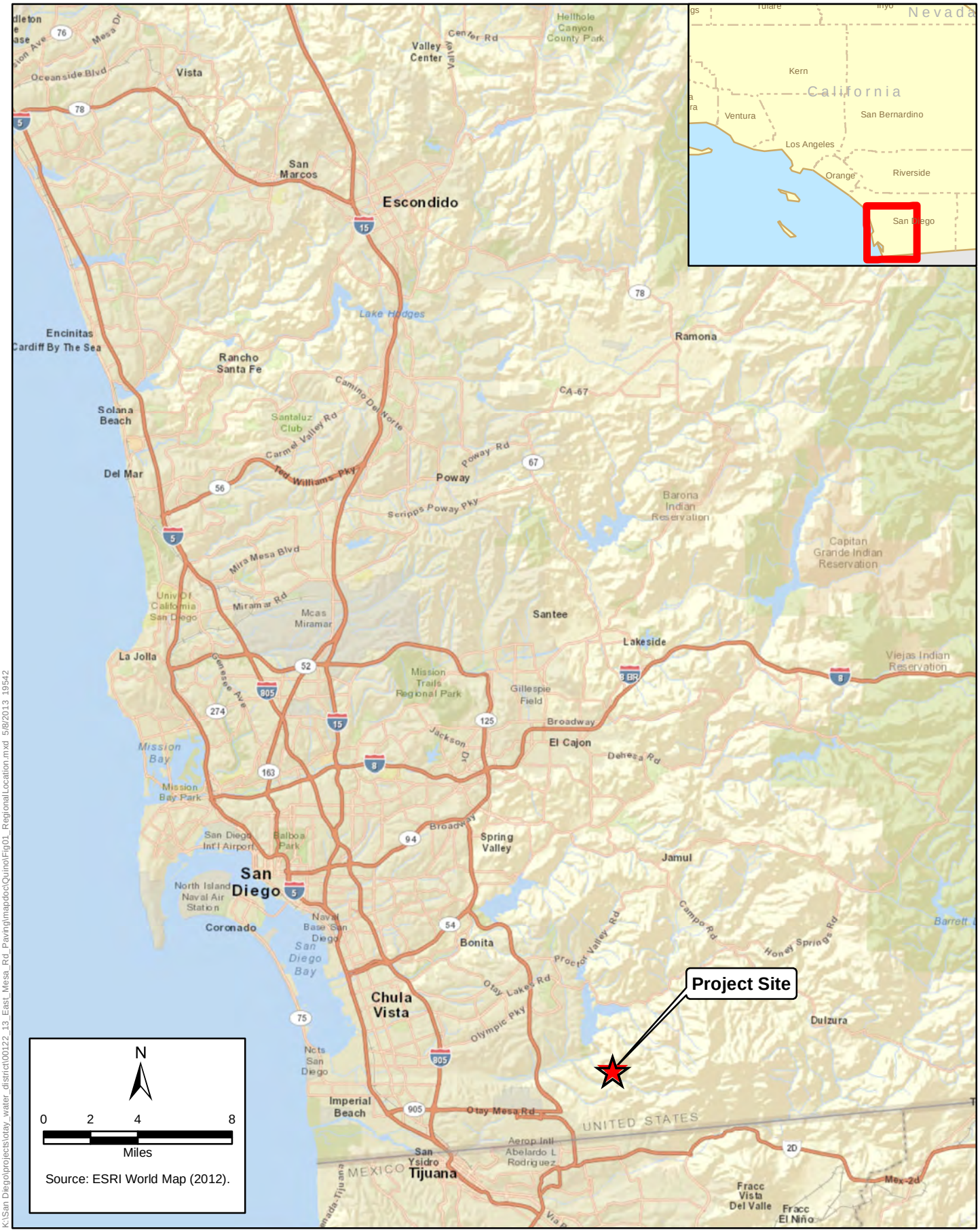

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Figure 1
Regional Location
East Mesa Reservoir Road Paving Project

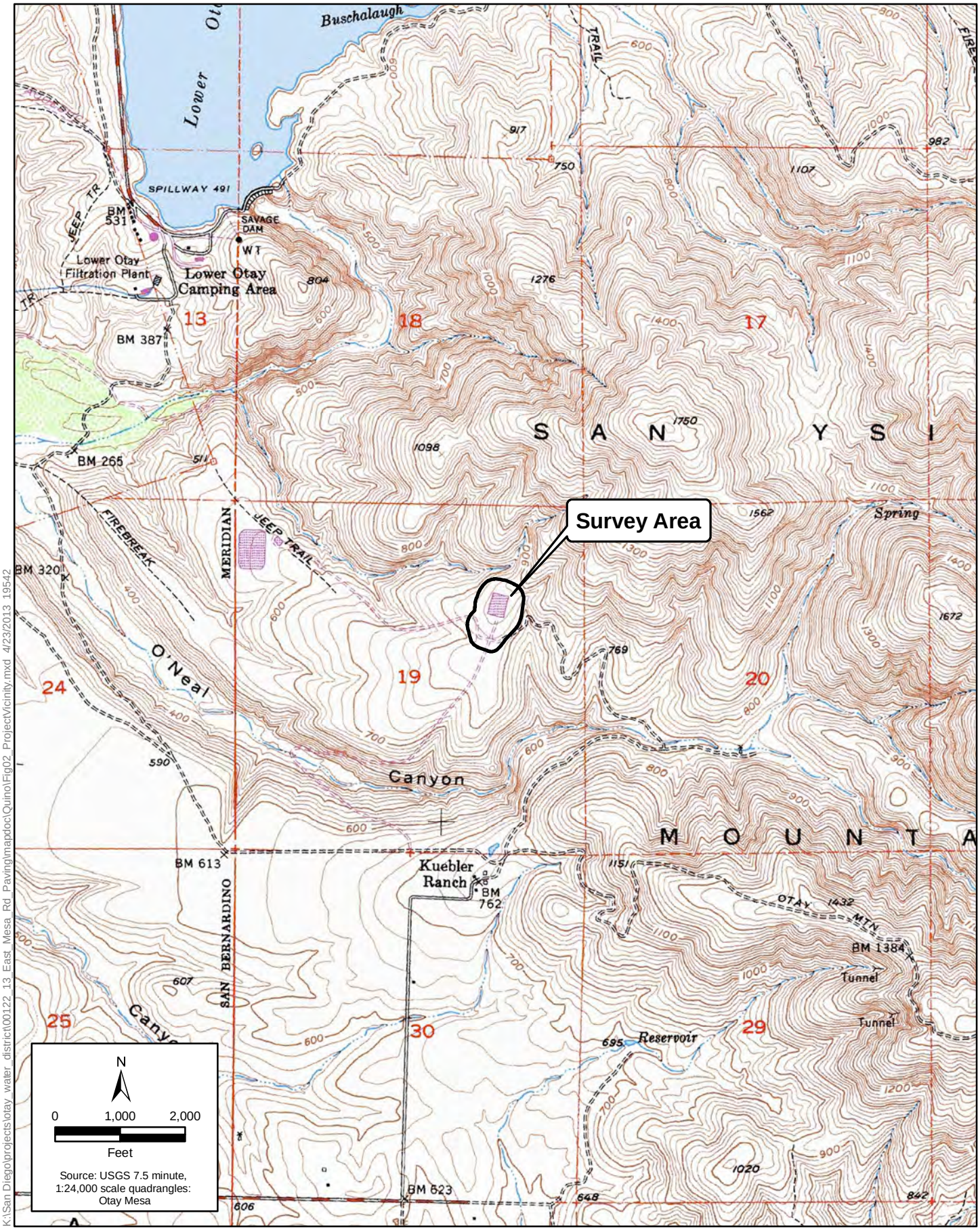

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Figure 2
Project Vicinity
East Mesa Reservoir Road Paving Project

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OWD Water Tank Road Paving

Appendix B
Soil Analysis Letter

Examination of Soil Samples from an Otay Mesa, CA Site for Fairy Shrimp Cysts

Chuck Black
Ecological Restoration Service
San Diego, CA 92103
(619) 944-1964
7 August, 2013

10(a)(1)(A) permit
TE835549-8
Effective to 3/9/2015

Introduction

Ecological Restoration Service was contracted by ICF International, San Diego, CA in August 2013 to process soil samples collected from a seasonally ponding basin at the Otay Water District East Mesa Reservoir site, San Diego County, CA, for determination of the presence of fairy shrimp cysts.

Methods

Soil Processing for Cyst Presence

A composite, approximately 1 liter dry soil sample, collected by Dale Ritenour [10(a)(1)(A) permit number TE-58888A-0] from a road puddle at the Otay Water District site was delivered to Ecological Restoration Service in August 2013. The sample was divided into ten approximately 100 ml samples which were processed per the U.S. Fish and Wildlife Service April 19, 1996 Interim Survey Guidelines to Permittees for Recovery Permits under Section 10(a)(l)(A) of the Endangered Species Act for the Listed Vernal Pool Branchiopods, modified by Ecological Restoration Service as described below. Charles Black of Ecological Restoration Service is authorized by the U.S. Fish and Wildlife Service to process dry samples for the presence of fairy shrimp cysts and to culture cysts to identify to species level as special conditions of his 10(a)(1)(A) permit. The samples were hydrated for approximately 1 hour in tap water, then washed through a set of sieves. Material passing through a Number 45 (.0139") USA Standard Testing Sieve, A.S.T.M.E.-11 specification and caught on a Number 70 (.0083") Sieve was rinsed into a container with approximately 50 ml of a saturated brine solution to float organic material, including fairy shrimp cysts. The material floating on the brine was decanted onto a paper filter on a filter funnel, and water was removed through the filter paper by vacuum suction. The material left on the paper was examined under a 6.3-570x power Olympus SZX9 Zoom Stereo Microscope. Distinctive fairy shrimp cysts, if present, were individually counted. The presences of ostracod shells and cladoceran ephippia were also noted in samples.

Results

Cyst Presence

No distinctive *Branchinecta* cysts, no *Streptocephalus* cysts, and no cladoceran ephippia were found in any of the samples. A single sample had one ostracod shell present.

Appendix C

Cultural Resources Letter Report

April 18, 2013

Ms. Lisa Coburn-Boyd
Environmental Compliance Specialist
Otay Water District
2554 Sweetwater Springs Road
Spring Valley, California 91978-2096

Subject: Otay Water District East Mesa Reservoir Road Paving Project – Cultural Resources Survey

Dear Ms. Coburn-Boyd:

Please be advised that ICF International (ICF) has completed a Phase I cultural resources survey and inventory for the Otay Water District (OWD) East Mesa Reservoir Road Paving Project (Project). A summary of the investigations is presented below.

Project Overview

The OWD East Mesa Reservoir is located at the northern terminus of Alta Road, northeast of the East Mesa Detention Facility in the unincorporated community of Otay, San Diego County, California, approximately 10 kilometers east-southeast of Chula Vista, California (Figure 1). Specifically, the Project is located within the NE ¼ of Section 19 of Township 18 South, Range 1 East of the San Bernardino Base Meridian, as depicted on the United States Geological Survey *Mesa, California* 7.5-minute series quadrangle (1955 [photorevised 1971, photoinspected 1975]) (Figure 2). OWD plans to pave a dirt and gravel service road that encircles a small reservoir in order to facilitate improved access around the reservoir. The road is located between the reservoir and a chain-link fence that encompasses the facility. The Project Area consists of the road and the area within 7.5 meters of each side of the road (Figure 3).

This study was conducted in compliance with the California Environmental Quality Act (CEQA) as amended (California Public Resources Code [PRC] § 21000 et seq.), pursuant to the *Guidelines for Implementation of the California Environmental Quality Act* (California Code of Regulations, Title 14 § 15000 et seq.), and in accordance with industry standards for similar projects in San Diego County. The study included: 1) a cultural resources records search at the South Coastal Information Center (SCIC), the applicable California Historical Resources Information System (CHRIS) repository for the Project, and (2) a cultural resources intensive pedestrian survey. The purpose of the study was to identify and record any "historical resources" as defined by CEQA (PRC § 5020.1[j]) present in the Project Area.

Methodology

The study included both a cultural resources records search at the SCIC and a cultural resources intensive pedestrian survey. The methodology used during the study is presented below.

Cultural Resources Records Search

ICF submitted a records search request to the SCIC for the Project Area and all areas within ¼ mile of the Project Area on March 11, 2013, and ICF received the results of the request from the SCIC on March 21, 2013. The records search consists of data obtained from the following sources:

- Mapped locations of previously-recorded archaeological resources;
- Mapped locations of previously-recorded non-archaeological resources;
- Mapped locations of previous cultural resources studies;
- Copies of resource records for previously-recorded archaeological resources;
- Copies of resource records for previously-recorded non-archaeological resources;
- Copies of reports from previous studies;
- Ethnographic information; and,
- Historical maps.

The records search revealed that two previously-recorded cultural resources (CA-SDI-10668/H and CA-SDI-16450/H) are present within ¼ mile of the Project Area, and that 16 cultural resources studies have been previously conducted within ¼ mile of the Project Area, of which three have included some portion of the Project Area. Resource CA-SDI-10668/H is a large prehistoric quarry with several lithic scatters and flaking station, and also includes an historic-period rock cistern and historic-period refuse – only the prehistoric component of the resource was recorded within the Project Area. The site boundary for CA-SDI-10668/H includes the southern two-thirds of the Project Area. Resource CA-SDI-16450/H consists of two prehistoric bedrock milling features and flaked stone tools and debitage, and also an historic-period water tank – only the prehistoric component of the resource was recorded within the Project Area. The site boundary for CA-SDI-16450/H covers the northeast corner of the Project Area. Both resources were previously tested for significance and determined not-eligible for listing on the California Register of Historical Resources (CRHR).

Previously-Recorded Cultural Resource Studies Within the Project Area

Trinomial	Description	CRHR-Eligibility
CA-SDI-10668/H	Large prehistoric quarry with an historic-period feature and refuse	Previously determined not-eligible
CA-SDI-16450/H	Prehistoric bedrock milling features and flaked stone, and an historic-period feature	Previously determined not-eligible

Previous Cultural Resource Studies Covering Some Portion of the Project Area

NADB #	Year	Author(s)	Report Title
1124651	1987	WESTEC	East Mesa County Detention Facility Draft Environmental Impact Report
1120850	1988	Kyle, Carolyn, Dennis Gallegos, and Roxana Phillips	Cultural Resource Survey and Testing Program for the East Mesa Detention Facility, San Diego, California.
1122945	1994	Kyle, Carolyn E., and Dennis R. Gallegos	Cultural Resource Survey and Test of Five Sites for the Otay Water District Central Area and Otay Mesa Interconnection Pipeline Alignments.

Field Methods

ICF archaeologist Robin Hoffman, MA, RPA, conducted a cultural resources intensive pedestrian survey for the Project Area on April 18, 2013. The survey methods consisted of walking the Project Area and inspecting the ground surface for cultural materials. A Trimble Geo XH sub-meter accuracy Global Positioning System (GPS) unit was used to track survey coverage and record any identified cultural resources. Digital photographs were taken to document ground conditions and any identified cultural resources. Notes on resource details were collected to meet or exceed site recordation guidelines based on the *California Office of Historic Preservation's California Archaeological Inventory Handbook for Completing an Archaeological Site Record* and those recommended by the SCIC.

Weather conditions during the survey were mild temperature, sunny, with a slight breeze. Ground visibility averaged 95%, with the existing dirt road presenting 100% visibility and areas adjacent to the road with 85% visibility. Areas adjacent to the road were covered in low medium-density grasses, and the road consisted of bare dirt.

Results

No previously-unrecorded cultural resources were identified during the study. Ten pieces of lithic debitage, all Santiago Peak (dark green fine-grained) metavolcanics, were observed within the existing site boundary for CA-SDI-16450/H. The site record describes these artifacts, accurately, and the existing site boundary appears to be accurate. Heavy ground disturbance from construction of the OWD reservoir and associated dirt road has impacted the portions of the site within the Project Area. No cultural material was observed in portions of the Project Area within the existing site boundary for CA-SDI-10668/H. Heavy ground disturbance from construction of the OWD reservoir and associated dirt road has occurred in the portion of CA-SDI-10668/H within the Project Area, and appears to have destroyed this portion of the site.

Conclusions and Management Recommendations

No previously-unrecorded cultural resources were identified during the survey. Two cultural resources (CA-SDI-10668/H and CA-SDI-16450/H) were previously-recorded within portions of the Project Area. However, both resources were previously tested and determined not-eligible for the CRHR. During the survey, no cultural material was identified within the existing site boundary for CA-SDI-10668/H. Cultural materials were identified in the portion of CA-SDI-16450/H within the Project Area. The materials, however, are the same as those (accurately) described in the site record. The likelihood of finding additional cultural resources resources is low due to the excellent (averaging 95%) ground visibility during the survey.

Both of the previously-recorded sites were previously determined not-eligible for the CRHR, and therefore require no further consideration under CEQA. The cultural material identified within CA-SDI-16450/H is the same as that previously-recorded and does not suggest the need to reconsider the CRHR-eligibility of the site.

In summary, ICF does not foresee that the Project will have any substantial adverse change to the significance of an historical resource or unique archaeological resource. Therefore, ICF does not foresee that the Project will have a significant effect on the environment with respect to cultural resources. ICF does not recommend further study or mitigation for cultural resources. If any human remains are discovered during Project activities, the procedures outlined in Section 7050.5 of the

California Health and Human Safety Code should be followed. If you have any questions or comments, do not hesitate to contact me at robin.hoffman@icfi.com or 858-444-3959.

Sincerely,

Robin Hoffman, MA, RPA
ICF International, San Diego

Enclosed: Figure 1 – Regional Location
Figure 2 – Project Vicinity
Figure 3 – Project Area

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Figure 1 - Project Regional Location
Otay Water District
East Mesa Reservoir Road Paving Project

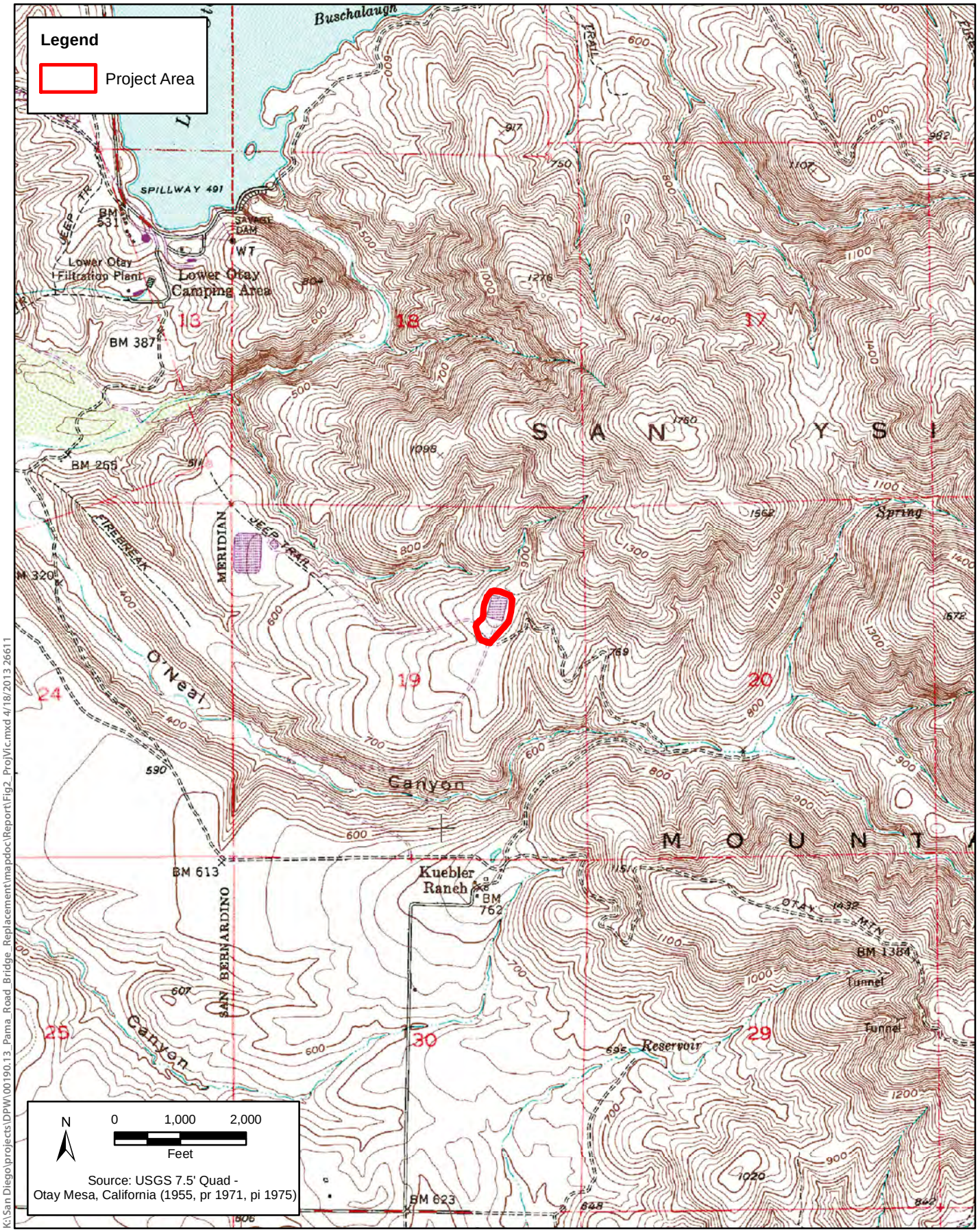

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Figure 2 - Project Vicinity
Otay Water District
East Mesa Reservoir Road Paving Project

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Figure 3 - Project Area
Otay Water District
East Mesa Reservoir Road Paving Project

Appendix D

Subsurface Investigation, CIP 2515 870-1 Reservoir Paving

Geotechnical Engineering
Construction Inspection
Materials Testing
Environmental

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OC/LA/INLAND EMPIRE DISPATCH

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SAN DIEGO DISPATCH

888.844.5060

www.mtglinc.com

SUBSURFACE INVESTIGATION (REVISED)

CIP P2515 870-1 Reservoir Paving
North of Alta Road
Otay Mesa Area of San Diego, California

Prepared For:
Otay Water District
2544 Sweetwater Springs Boulevard
Spring Valley, California 91978

Prepared By:
MTGL, Inc.
6295 Ferris Square, Suite C
San Diego, California 92121

June 28, 2013
(Revised July 3, 2013)

MTGL Project No. 2069A17
MTGL Log No. 13-547R

Geotechnical Engineering
Construction Inspection
Materials Testing
Environmental

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www.mtglinc.com

June 28, 2013
(Revised July 3, 2013)

Otay Water District
2544 Sweetwater Springs Boulevard
Spring Valley, California 91978

MTGL Project No. 2069A17
MTGL Log No. 13-547R

Attention: Mr. Kevin Cameron

Subject: **SUBSURFACE INVESTIGATION (Revised)**
CIP P2515 870-1 Reservoir Paving
North of Alta Road
Otay Mesa Area of San Diego, California

Dear Mr. Cameron:

In accordance with your request and authorization we have completed a Subsurface Investigation for the subject site. We are pleased to present the following report which addresses both engineering geologic and geotechnical conditions including a description of the site conditions, results of our field exploration and laboratory testing, and our conclusions and recommendations for the design and construction of a proposed access road located near 870-1 Reservoir.

Based on our investigation, there were no adverse geotechnical issues that would prevent construction of the access road. The site will be suitable for construction, provided the recommendations presented herein are incorporated into the plans and specifications for the proposed construction.

We appreciate this opportunity to be of continued service and look forward to providing additional consulting services during the planning and construction of the project. Should you have any questions regarding this report, please do not hesitate to contact us at your convenience.

Respectfully submitted,
MTGL, Inc.

Sam E. Valdez, RCE 56226, RGE 2813
Vice President | Chief Engineering

REGISTERED PROFESSIONAL ENGINEER
SAM E. VALDEZ
GE 2813
Expires 12/31/14
GEOTECHNICAL
STATE OF CALIFORNIA

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Figure 2 – Site Plan
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1.0 INTRODUCTION

In accordance with your request and authorization, MTGL, Inc. has completed a Subsurface Investigation for the subject site. The following report presents a summary of our findings, conclusions and recommendations based on our investigation, laboratory testing, and engineering analysis.

1.1 PLANNED CONSTRUCTION

It is our understanding that the Otay Water District is in the design phase for a new asphalt concrete access road that runs along the south and east side of the existing 870-1 Reservoir. The 870-1 Reservoir is located in the Otay Mesa area of the City of San Diego, California, see Site Location Map, Figure 1. The new access road is for regular maintenance of the reservoir.

1.2 SCOPE OF WORK

The purpose of our investigation is to provide geotechnical design recommendations to be used for the design and construction of the access road. The scope of our geotechnical services included the following:

- Review of geologic, ground water, aerial photos, and other geotechnical literature.
- Reconnaissance of the site.
- Logging, sampling and backfilling of two exploratory borings drilled with an 8-inch hollow stem auger drill rig to a maximum depth of 7 feet below existing grades.
- Laboratory testing of representative samples.
- Geotechnical engineering review of data and engineering recommendations.
- Preparation of this report summarizing our findings and presenting our conclusions and recommendations for the proposed construction.

1.3 SITE DESCRIPTION

The 870-1 Reservoir is a below ground structure. The site was graded so that fill was added to the northwest, southwest and southeast sides of the reservoir to create a level surface. There is a dirt access road that runs from the entrance to the site, off of Alta Road, along the eastern side of the reservoir to the northeastern side of the reservoir. The existing dirt road is where the new asphalt

concrete access road is planned. Topographically, the site descends toward the south and west. Elevations along the access road ranged from 875 feet msl on the northeast to 837 feet msl on the southwest side, near the entrance to the site. The Site Plan, Figure 2, shows the topographical layout of the site.

1.4 FIELD INVESTIGATION

Prior to the field investigation, a site reconnaissance was performed by an engineer from our office to mark the boring locations, as shown on the Site Plan (Figure 2), and to evaluate the boring location with respect to obvious subsurface structures and access for the drilling rig. Underground Service Alert was then notified of the marked location for utility clearance.

Our subsurface investigation consisted of drilling test borings utilizing a truck mounted drill rig equipped with an 8-inch diameter hollow stem auger. See Appendix B for further discussion of the field exploration including logs of test borings.

Borings were logged and sampled using Modified California Ring (Ring) sampler at selected depth intervals. Samplers were driven into the bottom of the boring with successive drops of a 140-pound weight falling 30 inches. Blows required to drive the Ring sampler 12 inches are shown on the boring logs in the “blows/foot” column (Appendix B). Representative bulk soil samples were also obtained from our borings.

Each soil sample collected was inspected and described in general conformance with the Unified Soil Classification System (USCS). The soil descriptions were entered on the boring logs. All samples were sealed and packaged for transportation to our laboratory.

1.5 LABORATORY TESTING

Laboratory tests were performed on representative samples to verify the field classification of the recovered samples and to determine the geotechnical properties of the subsurface materials. All laboratory tests were performed in general conformance with ASTM or State of California Standard Methods. The results of our laboratory tests are presented in Appendix C of this report.

2.0 FINDINGS

2.1 REGIONAL GEOLOGIC CONDITIONS

The site is located in the coastal portion of the Peninsular Range Province of California. This area of the Peninsular Range Province has undergone several episodes of marine inundation and subsequent marine regression throughout the last 54 million years, which has resulted in the deposition of a thick sequence of marine and nonmarine sedimentary rocks on the basement rock of the Southern California Batholith. Gradual emergence of the region from the sea occurred in Pleistocene time, and numerous wave-cut platforms, most of which were covered by relatively thin marine and nonmarine terrace deposits, formed as the sea receded from the land. Accelerated fluvial erosion during periods of heavy rainfall, coupled with the lowering of the base sea level during Quaternary times, resulted in the rolling hills, mesas, and deeply incised canyons which characterize the landforms in the general site vicinity today.

2.2 SITE GEOLOGIC CONDITIONS

Based on local geology maps, the site is mapped as having Tertiary-age Otay Formation (To) exposed at the surface, underlain by Tertiary-age Fanglomerate (Tf). Cretaceous-age Santiago Peak Volcanics (Ksp) is expected to underlie the Fanglomerate. In general, the Otay Formation is characterized as having massive sandstone and claystone layers, the Fanglomerate is a bolder fanglomerate that typically has a medium to coarse sandstone matrix, and the Santiago Peak Volcanics is typically unmetamorphosed to slightly metamorphosed.

As observed in our borings, the site is underlain by undocumented fill/residual soils over the Otay Formation. In our borings the fill/residual soils extended to 4½ to 5½ feet below existing grade. The fill/residual soils encountered consisted of light brown, yellowish brown, and reddish brown clayey sand (SC) and dark brown fat clay (CH). The clayey sand is fine to coarse grained, moist and medium dense to dense. The fat clay is high plasticity, moist and hard. Gravel and cobbles were encountered throughout the borings and are exposed on the surface at the site.

The Otay Formation was encountered in the borings below the undocumented fill/residual soils at a depth of 4½ to 5½ feet below existing grade. The Otay Formation consisted of brown clayey sandstone ‘SC’ and yellowish brown silty sandstone ‘SM’. The sandstones are fine to coarse

grained, moist and moderately to well cemented. Refusal in the Otay Formation occurred at both borings at a depth of 7 feet below existing grade. Logs of the subsurface conditions encountered in our borings are provided in Appendix B.

2.3 Surface and Groundwater Conditions

No seepage or groundwater was observed in our investigation. However, it should be recognized that leaking from the reservoir could produce seepage or locally perched groundwater conditions within the soil underlying the site. Based on the subsurface conditions at the site, any perched groundwater would typically lie at the bottom of the fill/residual materials at the contact of the denser formational soils.

2.4 Contaminated Soils

We did not expose any signs of contaminated soil within the borings drilled as a part of this investigation. It should be noted that although no obvious signs of contamination were encountered within the borings there is still a potential for contaminated soils to exist between boring locations.

2.5 Faulting and Seismicity

Faults are one of the most widespread geologic hazards to development in California. Faults of most concern are those designated as active, which have shown surface displacement within the last approximately 11,000 years and potentially active, which have shown surface displacement within the last approximately 1.6 million years. The subject site is not located within an area previously known for significant geologic hazards. The site is not located within the Alquist-Priolo Earthquake Fault Zone and therefore surface rupture of an active fault is not considered to be a significant geologic hazard at the site.

Potential seismic hazards at the site are anticipated to be the result of ground shaking from distant active faults. The nearest known active fault is the Rose Canyon fault zone, which is located about 15.0 miles (24.1 km) northwest of the site. Other active faults include the Coronado Bank fault zone, which is located 21.4 miles (34.4 km) west of the site, and the Elsinore-Julian fault zone, which is located 39.8 miles (64.1 km) northeast of the site. The Regional Fault Map, Figure 4, shows the site plotted in relation to active faults in the area. A number of other significant faults also occur in the San Diego metropolitan area suggesting that the regional faulting pattern is very

complex. Faults such as those offshore are known to be active and any could cause a damaging earthquake. The San Diego metropolitan area has experienced some major earthquakes in the past, and will likely experience future major earthquakes.

2.6 Liquefaction Potential

Liquefaction is a phenomenon where earthquake induced ground vibrations increase the pore pressure in saturated, granular soils until it is equal to the confining, overburden pressure. When this occurs, the soil can completely loose its shear strength and enter a liquefied state. The possibility of liquefaction is dependent upon grain size, relative density, confining pressure, saturation of the soils, and strength of the ground motion and duration of ground shaking. In order for liquefaction to occur three criteria must be met: underlying loose, coarse-grained (sandy) soils, a groundwater depth of less than about 50 feet and a nearby large magnitude earthquake. Given the relatively dense nature of the subsurface soils, and the absence of a groundwater table, the potential for liquefaction at the site is considered to be negligible.

2.7 Landslides

Given the shallow depth to formation materials, and the relative density of those materials, the potential for landslides and debris flows to impact the site is considered to be very low.

2.8 Tsunami and Seiche Hazard

The site is not located within an area mapped by the California Geological Survey as subject to inundation by tsunami. Given the inland location of the elevation of the site, the inundation hazard posed by tsunami is considered to be low. There is a potential for flooding to impact the site if the adjacent 870-1 reservoir fails.

3.0 CONCLUSIONS

Given the findings of the investigation, it appears that the site geology is suitable for the proposed construction. Based on the investigation, it is our opinion that the proposed development is safe provided the recommendations presented in our report are incorporated into the design and construction of the project. There appears to be no significant geologic constraint onsite that cannot be mitigated by proper planning, design, and sound construction practices. Specific conclusions pertaining to geologic conditions are summarized below:

- Undocumented fill/residual soils, up to 4½ to 5½ feet below existing grade, were encountered within our two subsurface exploration borings. These materials in their current condition are not suitable for support of the proposed access road. Recommendations are presented in the following sections for remedial grading of these materials.
- Seepage or groundwater was not observed in the exploratory borings drilled for this site. There is a potential for leaking of the reservoir to produce seepage or locally perched groundwater conditions within the soils underlying the site.

4.0 RECOMMENDATIONS

Our recommendations are considered minimum and may be superseded by more conservative requirements of the civil engineer, building code, or governing agencies. The geotechnical recommendations are based on the boring logs and laboratory testing of the onsite soils. Waterline installations that are performed by Otay Water District typically follow Water Agency Standards (WAS) Standard Specifications. If recommendations presented in our report differ from the WAS Standard Specifications, then the WAS Standard Specifications should govern.

4.1 EXCAVATION CHARACTERISTICS/SHRINKAGE

Our exploratory borings were advanced with little difficulty within the undocumented fill/residual soils encountered in our subsurface investigation; however, we encountered practical refusal in the Otay Formation in both borings at a depth of 7 feet below existing grade. Any excavation within the Otay Formation may require the use of extra-large grading equipment. Grading activities are expected to generate oversized cobble materials that are not considered suitable for use within the fill materials.

Shrinkage is the decrease in volume of soil upon removal and recompaction expressed as a percentage of the original in-place volume, which will account for changes in earth volumes that will occur during grading. Our estimate for shrinkage of the onsite surficial soils are expected to range from 5 to 10 percent.

4.2 SITE CLEARING RECOMMENDATIONS

All surface vegetation, trash, debris, asphalt concrete, portland cement concrete and underground pipes should be cleared and removed from the proposed construction site. Underground facilities such as utilities may exist at the site. Depressions resulting from the removal of buried obstructions and/or tree roots should be backfilled with properly compacted material. All organics, debris, trash and topsoil should be removed from the grading area and hauled offsite.

4.3 Site Grading Recommendations

We recommend that the upper 12 inches of existing grade or planned finish grade, whichever is lower, be scarified, moisture conditioned to a moisture content that is slightly above optimum moisture, and compacted to at least 95 percent of the maximum dry density as determined by ASTM Test Method D1557. Any remaining fills that are placed within the roadway to bring it to finished grade elevations should be compacted to at least 95 percent of the maximum dry density.

4.4 Compaction Recommendations

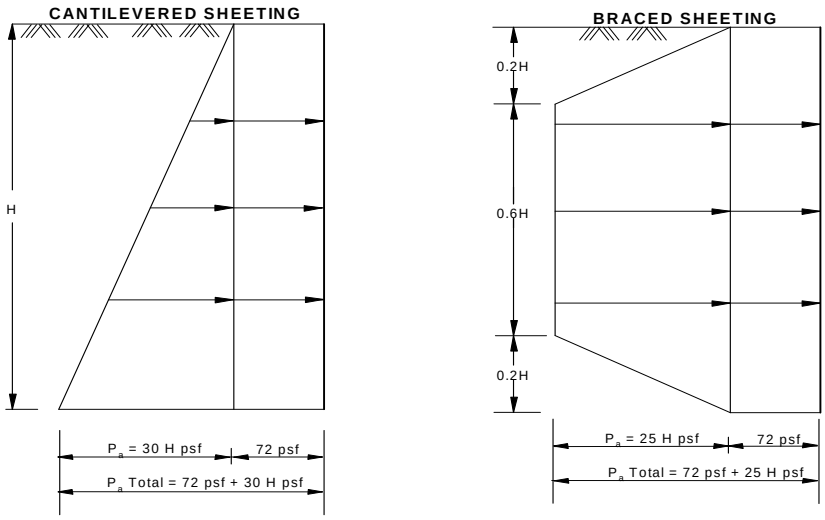
All trench backfill materials should be compacted as outlined in WAS Standard Specifications but at a minimum should be at least 90 percent of maximum dry density as determined by ASTM Test Method D1557, except as modified below. Fill materials should be placed in loose lifts, no greater than 8 inches prior to applying compactive effort. All engineered fill materials should be moisture-conditioned and processed as necessary to achieve a uniform moisture content that is near optimum moisture content and within moisture limits required to achieve adequate bonding between lifts.

The upper 12 inches of finished subgrade materials, the zone immediately below the pavement section, should be compacted to at least 95 percent of the maximum dry density as determined by ASTM Test Method D1557. Fills placed below the upper 12 inches of finish subgrade materials in the trench zone should be compacted to at least 90 percent of the maximum dry density as determined by ASTM Test Method D1557.

4.5 Temporary Excavations and Shoring

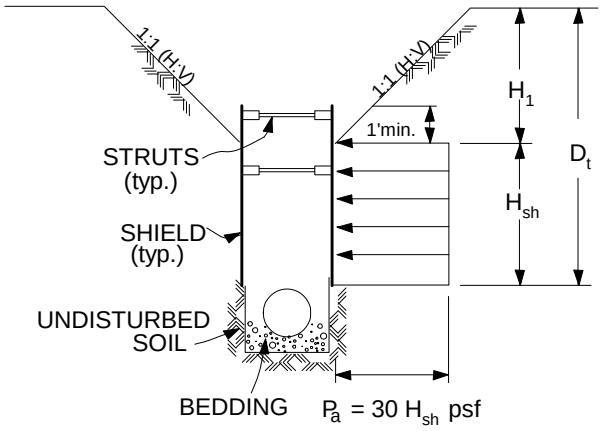
Short term temporary excavations in existing soils may be safely made at an inclination of 1:1 (horizontal to vertical) or flatter. If vertical sidewalls are required in excavations greater than 3 feet in depth, the use of cantilevered or braced shoring is recommended. Excavations less than 3 feet in depth may be constructed with vertical sidewalls without shoring or shielding. Our recommendations for lateral earth pressures to be used in the design of cantilevered and/or braced shoring are presented below. These values incorporate a uniform lateral pressure of 72 psf to provide for the normal construction loads imposed by vehicles, equipment, materials, and workmen on the surface adjacent to the trench excavation. However, if vehicles, equipment, materials, etc. are

kept a minimum distance equal to the height of the excavation away from the edge of the excavation, this surcharge load need not be applied.



SHORING DESIGN: LATERAL SHORING PRESSURES

Design of the shield struts should be based on a value of 0.65 times the indicated pressure, Pa, for the approximate trench depth. The wales and sheeting can be designed for a value of 2/3 the design strut value.



HEIGHT OF SHIELD, H_{sh} = DEPTH OF TRENCH, D_t , MINUS DEPTH OF SLOPE, H_1

TYPICAL SHORING
DETAIL

Placement of the shield may be made after the excavation is completed or driven down as the material is excavated from inside of the shield. If placed after the excavation, some over-excavation

may be required to allow for the shield width and advancement of the shield. The shield may be placed at either the top or the bottom of the pipe zone. Due to the anticipated thinness of the shield walls, removal of the shield after construction should have negligible effects on the load factor of pipes. Shields may be successively placed with conventional trenching equipment.

Vehicles, equipment, materials, etc. should be set back away from the edge of temporary excavations a minimum distance of 15 feet from the top edge of the excavation. Surface waters should be diverted away from temporary excavations and prevented from draining over the top of the excavation and down the slope face. During periods of heavy rain, the slope face should be protected with sandbags to prevent drainage over the edge of the slope, and a visqueen liner placed on the slope face to prevent erosion of the slope face.

Periodic observations of the excavations should be made by the geotechnical consultant to verify that the soil conditions have not varied from those anticipated and to monitor the overall condition of the temporary excavations over time. If at any time during construction conditions are encountered which differ from those anticipated, the geotechnical consultant should be contacted and allowed to analyze the field conditions prior to commencing work within the excavation. All Cal/OSHA construction safety orders should be observed during all underground work.

4.6 FILL MATERIALS

The on-site materials are suitable for use as fill materials within the roadway grading provide that they are free from vegetable matter and other deleterious substances. Rocks greater than 4 inches in size shall not be used within the fill materials.

The ‘pipe zone’ is the area within the trench width that extends from the bottom of the trench to 12 inches above the top of pipe. The pipe zone materials should conform to the requirements for pipe zone as outlined in WAS Standard Specifications. For pressurized pipelines, the pipe zone materials should be decomposed granite that has a sand equivalent of at least 30, have a coefficient of uniformity of 3 or greater, and conform to the following gradation:

US Standard Sieve Size	Percent Passing by Weight
1-inch	100
¾-inch	90 – 100
No. 4	50 – 95
No. 30	25 – 45
No. 200	3 – 15

The 'trench zone' is the area within the trench that extends from the top of the pipe zone to the bottom of the pavement section. The WAS Standard Specifications recommends that backfill material within the trench zone be composed of a decomposed granitic rock with a minimum sand equivalent of 30, have a coefficient of uniformity of 3 or greater, and conform to the following gradation:

US Standard Sieve Size	Percent Passing by Weight
1-inch	100
¾-inch	90 – 100
No. 4	50 – 95
No. 30	25 – 45
No. 200	3 – 15

The on-site materials are not considered suitable for use as pipe zone and trench zone materials.

4.7 Thrust Blocks

Lateral resistance for thrust blocks may be determined by a passive pressure value of 275 pounds per square foot for every foot of embedment, assuming a triangular pressure distribution. This value is for both the fill and formational materials that are present at the site.

4.8 Corrosivity

Corrosion series tests consisting of pH, soluble sulfates, soluble chlorides, and minimum resistivity were performed on a selected sample of the on-site soils. Soluble sulfate levels for the on-site soils indicate a negligible sulfate exposure for concrete structure. As such, no special considerations are required for concrete placed in contact with the on-site soils. However, it is recommended that Type II cement to be used for all concrete.

Based on the soluble chloride levels the on-site soils have a degree of corrosivity to metals that is corrosive. Based on the pH and Resistivity, the on-site soils have a degree of corrosivity to ferrous

metals that is corrosive to very corrosive. The actual corrosive potential is determined by many factors in addition to those presented herein. MTGL, Inc. does not practice corrosion engineering. Underground metal conduits in contact with the soil need to be protected. We recommend that a corrosion engineer be consulted.

4.9 PAVEMENTS

Asphalt concrete pavement design for the new access road was conducted in general accordance with Caltrans Design Method (Topic 608.4). A Traffic Index of 3.5 was assumed for the site to handle vehicle maintenance trucks. Laboratory R-Value tests on the site soils indicate that an R-Value of 5 may be used for pavement design. Based on an R-Value of 5 and using a Traffic Index of 3.5 we recommend that the access road pavement consist of 3 inches of asphalt concrete over 6 inches aggregate base.

Immediately prior to constructing pavement sections, the upper 12 inches of pavement subgrade should be scarified, brought to about optimum moisture content, and compacted to at least 95 percent of the maximum dry density as determined by ASTM D 1557. Aggregate base should also be compacted to at least 95 percent relative compaction. Aggregate base should conform to Caltrans Class II or Standard Specifications for Public Works Constructions (SSPWC), Section 200 for crushed aggregate base. Asphalt concrete should be compacted to at least 95 percent of the Hveem unit weight. Asphalt concrete should conform to SSPWC Section 400-4.

Concrete pavement design was conducted in accordance with the simplified design procedures of the Portland Cement Association. This methodology is based on a 20 year design life. For design it was assumed that aggregate interlock would be used for load transfer across control joints. Laboratory R-Value tests indicate that the subgrade materials will provide a ‘low’ subgrade support. Based on these assumptions, we recommend that the pavement section consist of 6 inches of portland cement concrete (PCC) over native subgrade. Crack control joints should be constructed for all PCC pavements on a maximum of 10 foot centers, each way.

4.10 CBC SEISMIC DESIGN PARAMETERS

The computer program Earthquake Ground Motion Parameters Version 5.0.8 (USGS, 2007) was used to calculate the CBC site specific design parameters as required by the 2010 California

Building Code. Based upon the shallow depth to formational soils at the site, the site can be classified as Site Class C. The spectral acceleration values for 0.2 second and 1 second periods obtained from the computer program and in accordance with the 2010 California Building Code are tabulated below.

Ground Motion Parameter	Value	2010 CBC Reference
S_S	0.919g	Section 1613.5.1
S_1	0.331g	Section 1613.5.1
Site Class	C	Section 1613.5.2
F_a	1.033	Table 1613.5.3(1)
F_v	1.469	Table 1613.5.3(2)
S_{MS}	0.949g	Section 1613.5.3
S_{M1}	0.487g	Section 1613.5.3
S_{DS}	0.633g	Section 1613.5.4
S_{D1}	0.324g	Section 1613.5.4

4.11 GEOTECHNICAL OBSERVATION/TESTING OF EARTHWORK OPERATIONS

The recommendations provided in this report are based on preliminary design information and subsurface conditions as interpreted from the investigation. Our preliminary conclusion and recommendations should be reviewed and verified during construction, and revised accordingly if exposed geotechnical conditions vary from our preliminary findings and interpretations.

5.0 LIMITATIONS

The findings, conclusions, and recommendations contained in this report are based on the site conditions as they existed at the time of our investigation, and further assume that the subsurface conditions encountered during our investigation are representative of conditions throughout the site. Should subsurface conditions be encountered during construction that are different from those described in this report, this office should be notified immediately so that our recommendations may be re-evaluated.

This report was prepared for the exclusive use and benefit of the owner, architect, and engineer for evaluating the design of the project as it relates to geotechnical aspects. It should be made available to prospective contractors for information on factual data only, and not as a warranty of subsurface conditions included in this report.

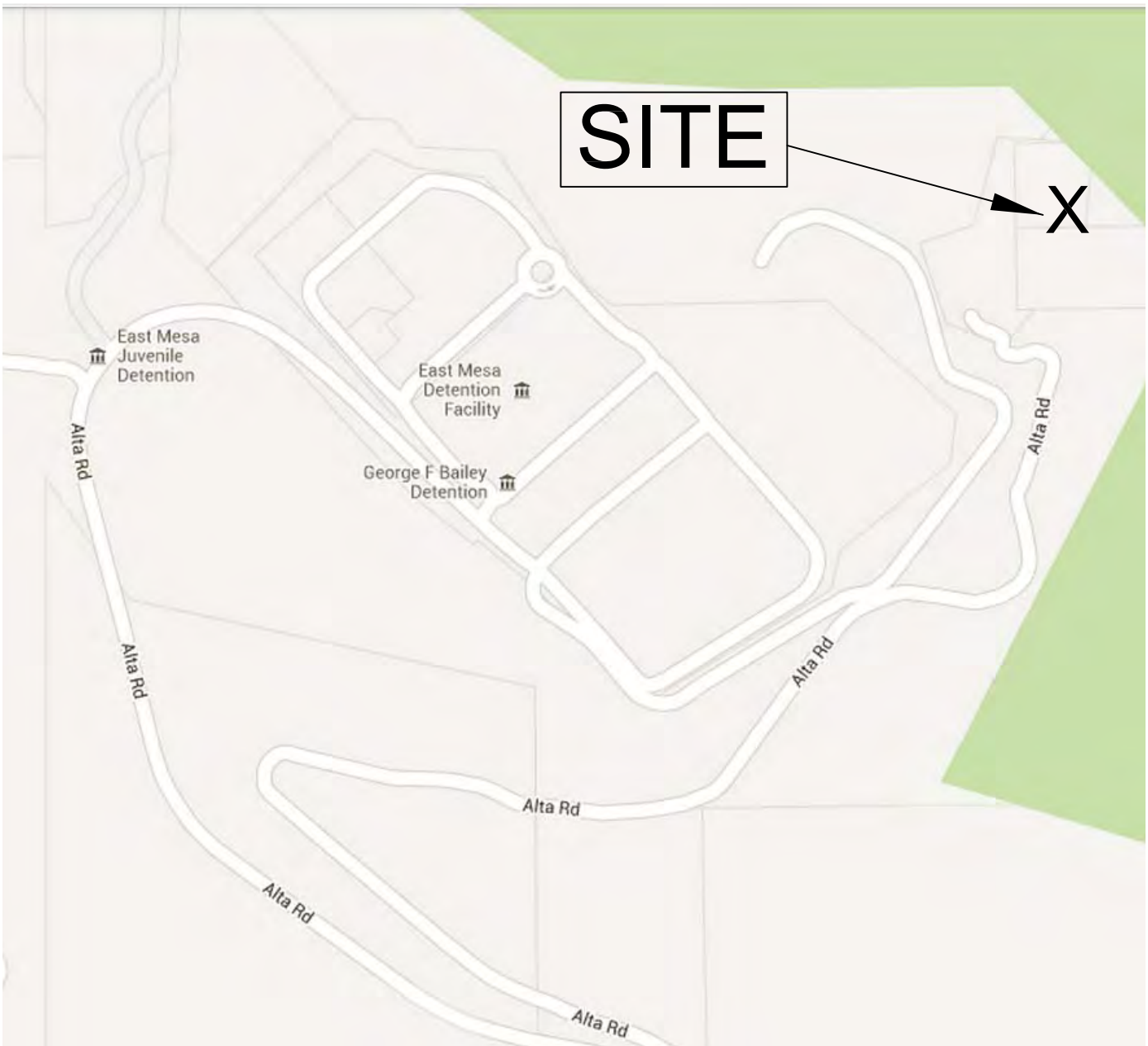
Our investigation was performed using the standard of care and level of skill ordinarily exercised under similar circumstances by reputable soil engineers and geologists currently practicing in this or similar localities. No warranty, express or implied, is made as to the conclusions and professional advice included in this report.

This firm does not practice or consult in the field of safety engineering. We do not direct the Contractor's operations, and we are not responsible for their actions. The contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during performance of the work. This responsibility will apply continuously and will not be limited to our normal hours of operation.

The findings of this report are considered valid as of the present date. However, changes in the conditions of a site can occur with the passage of time, whether they are due to natural events or to human activities on this or adjacent sites. In addition, changes in applicable or appropriate codes and standards may occur, whether they result from legislation or the broadening of knowledge.

Accordingly, this report may become invalidated wholly or partially by changes outside our control. Therefore, this report is subject to review and revision as changed conditions are identified.

FIGURES

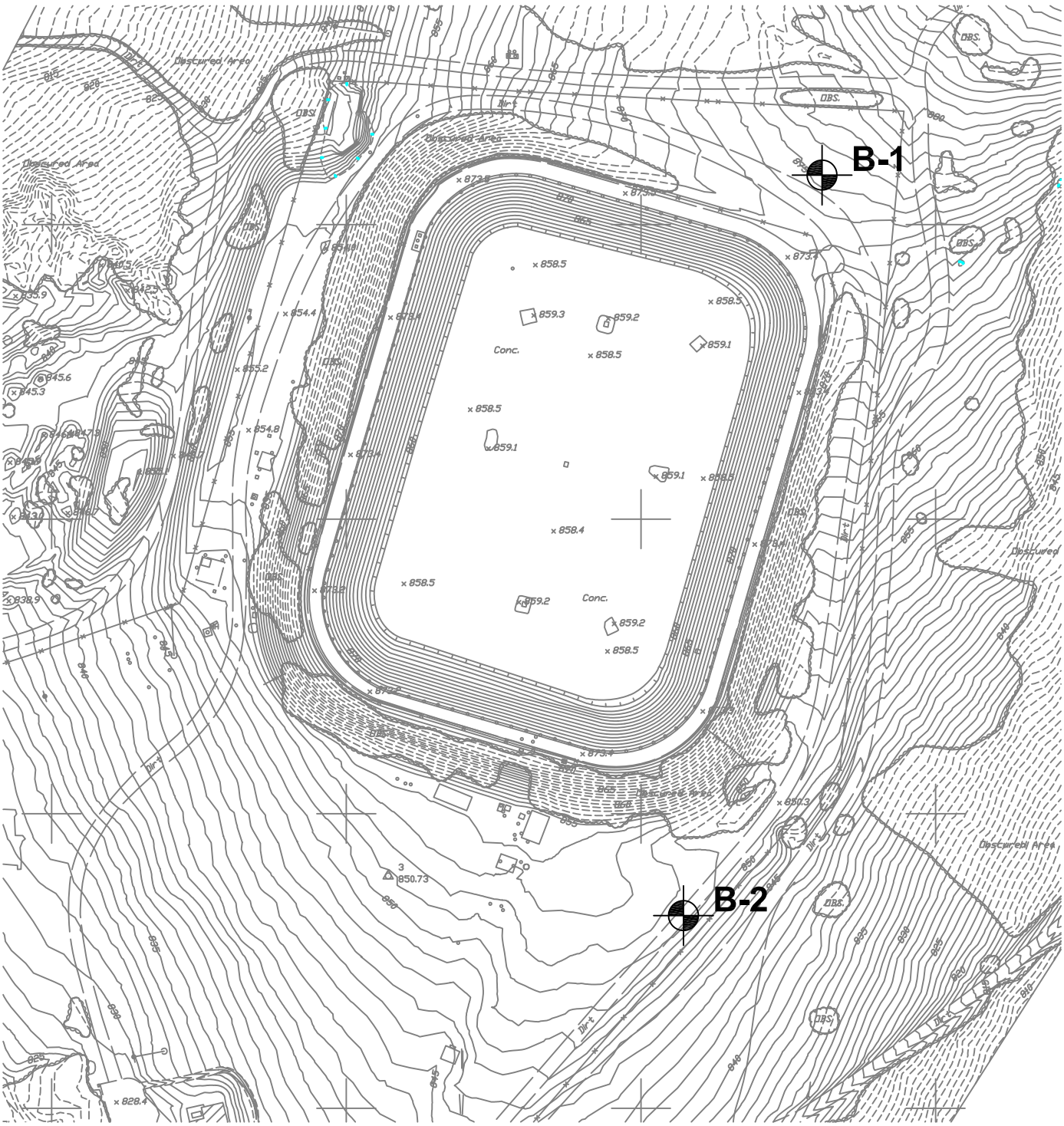


N

NO SCALE

SITE LOCATION MAP	
MTGL, INC.	Project No. 2069A17 MTGL Log No. 13-547 **FIGURE 1**

REFERENCE: Google, 2013.



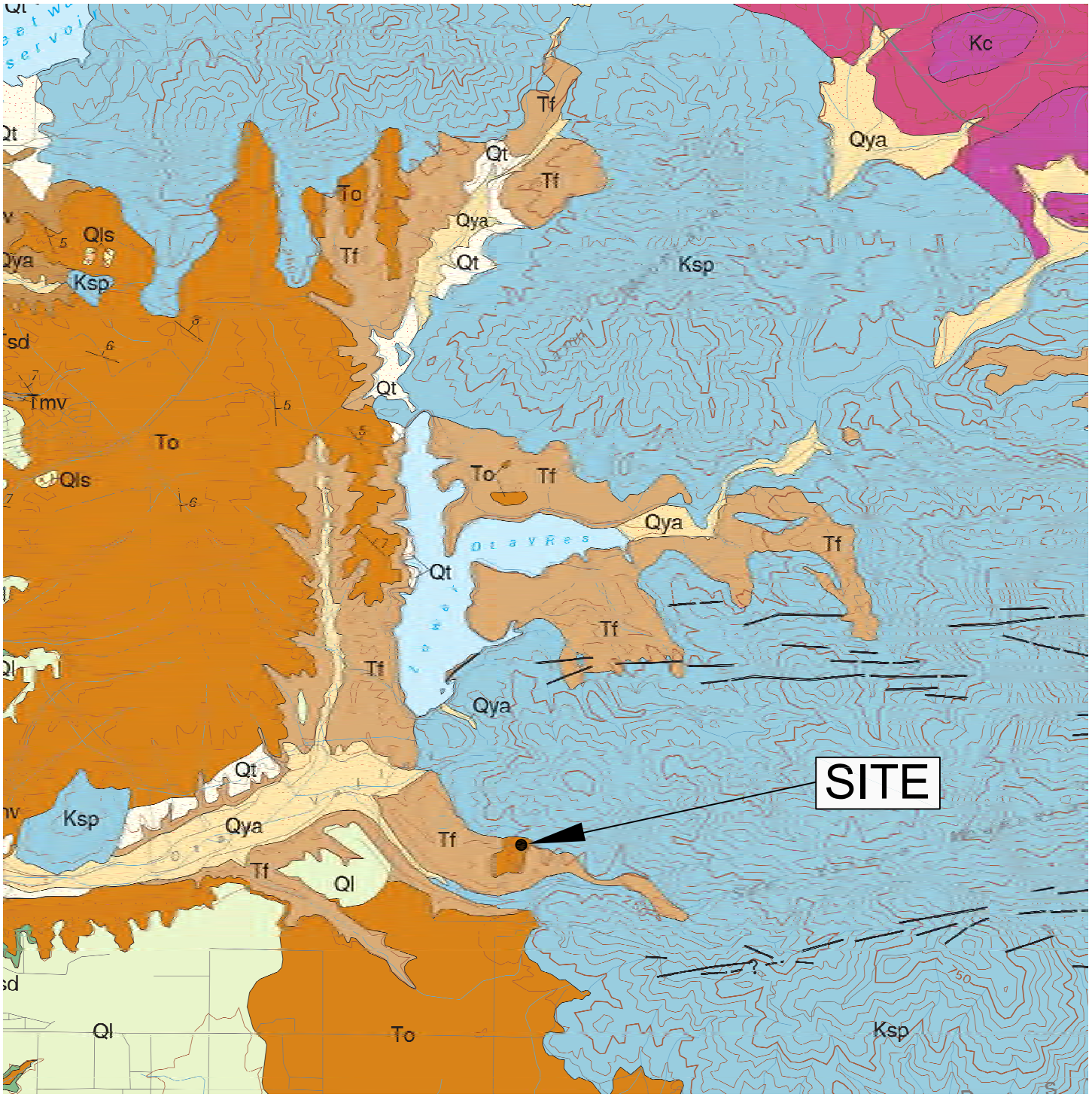
N

1" = 100'

SITE PLAN

MTGL, INC.	Project No. 2069A17 MTGL Log No. 13-547 **FIGURE 2**

REFERENCE: Topo map provided by Otay Water District, 2013.



Ksp — **Santiago Peak Volcanics (Early Cretaceous)**—Dacitic and andesitic breccia, tuff, and flows, and lesser basalt and rhyolite. Unmetamorphosed to slightly metamorphosed

Tf — **Fanglomerate (Pliocene and Miocene)**—Boulder fanglomerate. Rests nonconformably on low-grade metavolcanic rocks; clasts locally derived. Matrix is medium- and coarse-grained, light-brown sandstone and bentonite

To — **Otay Formation (Oligocene)**—Massive sandstone and claystone. Light gray and light brown, moderately well sorted, poorly indurated. Claystone is waxy, composed almost exclusively of bentonite. Correlated with Miocene-Pliocene rocks in Baja California, Mexico (Kennedy and Tan, 1977)

N

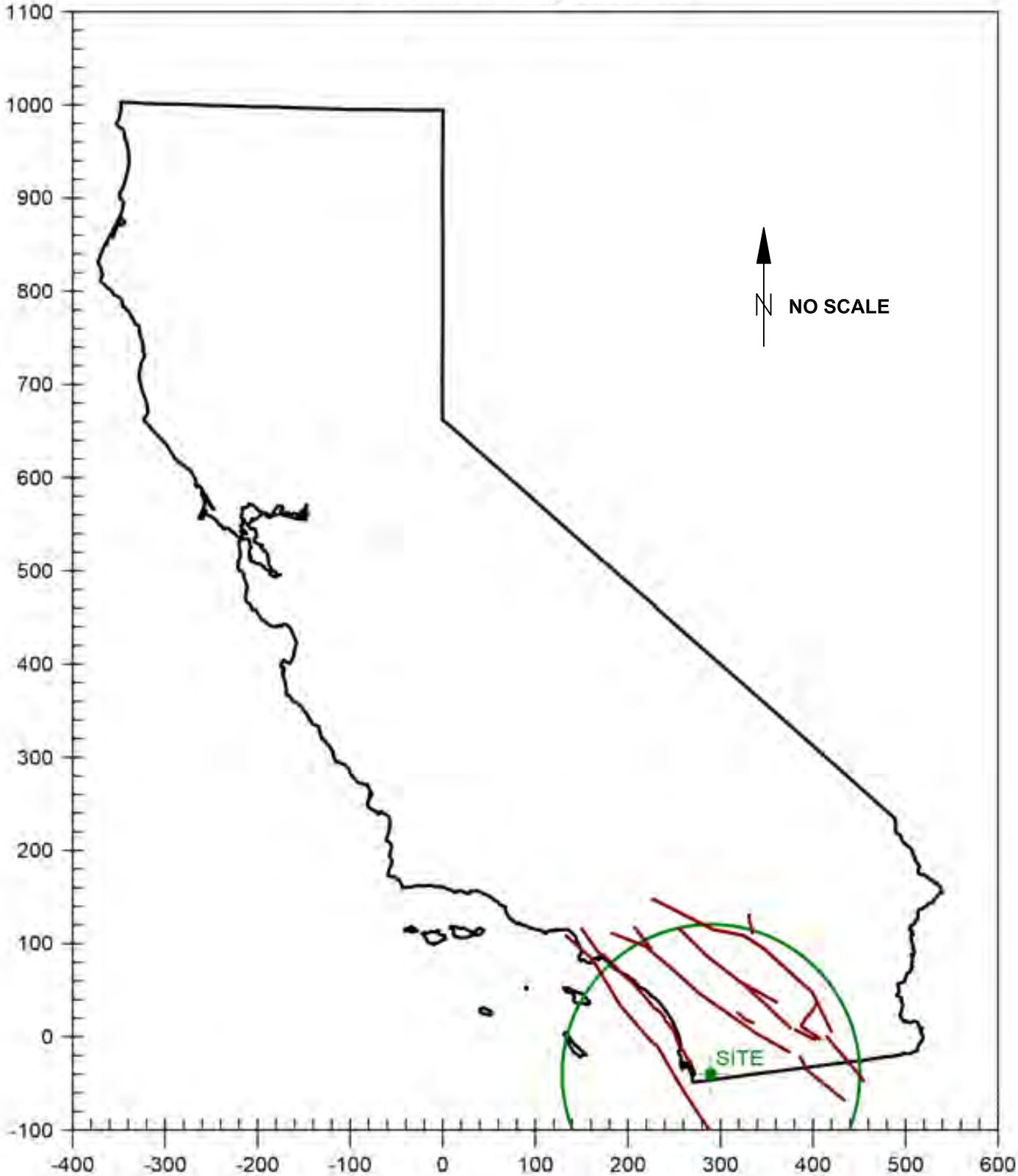
NO SCALE

REFERENCE: Preliminary Geologic Map of the El Cajon 30' x 60' Quadrangle, Southern California, Compiled by Victoria R. Todd, 2004.

REGIONAL GEOLOGIC MAP	
MTGL, INC.	Project No. 2069A17 MTGL Log No. 13-547 **FIGURE 3**

CALIFORNIA FAULT MAP

870-1 Reservoir Paving CIP P2515



REGIONAL FAULT MAP	
MTGL, INC.	Project No. 2069A17 MTGL Log No. 13-547 FIGURE 4

REFERENCE: EQSearch, Blake, 2000.

APPENDIX A

REFERENCES

APPENDIX A

REFERENCES

American Society for Testing and Materials (2012). *Annual Book of ASTM Standards, Section 4, Construction, Volume 04.08 Soil and Rock (I); Volume 04.09 Soil and Rock (II); Geosynthetics*, ASTM, West Conshohocken, PA.

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MTGL (2012). *Proposal for Subsurface Investigation – 870-1 Reservoir – Access Road Paving, North of Alta Road – Otay Mesa, San Diego California*, MTGL Proposal No. P-13-271, May 7.

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U.S. Geological Survey, Earthquakes Hazard Program/Quaternary Fault and Fold Database, http://gldims.cr.usgs.gov/qfault/viewer.htm.

APPENDIX B

FIELD EXPLORATION PROGRAM

APPENDIX B

FIELD EXPLORATION PROGRAM

The subsurface conditions for this Subsurface Investigation were explored by excavating exploratory borings with an 8-inch hollow-stem-auger to a maximum depth of 7 feet below existing grade. All drive samples were obtained by California Tube Sampler. The approximate locations of the borings are shown on the Site Plan (Figure 2). The field exploration was performed under the supervision of our engineer who maintained a continuous log of the subsurface soils encountered and obtained samples for laboratory testing.

Subsurface conditions are summarized on the accompanying Logs of Borings. The logs contain factual information and interpretation of subsurface conditions between samples. The stratum indicated on these logs represents the approximate boundary between earth units and the transition may be gradual. The logs show subsurface conditions at the dates and locations indicated, and may not be representative of subsurface conditions at other locations and times.

Identification of the soils encountered during the subsurface exploration was made using the field identification procedure of the Unified Soils Classification System (ASTM D2488). A legend indicating the symbols and definitions used in this classification system and a legend defining the terms used in describing the relative compaction, consistency or firmness of the soil are attached in this appendix. Bag samples of the major earth units were obtained for laboratory inspection and testing, and the in-place density of the various strata encountered in the exploration was determined

The exploratory borings were located in the field by using cultural features depicted on a preliminary site plan provided by the client. Each location should be considered accurate only to the scale and detail of the plan utilized.

The exploratory borings were backfilled in accordance with State of California regulations which incorporated compacting soil cuttings and bentonite chips.

BORING NO. B-1

Logged by: SEV **Date Drilled:** 5/29/2013

Method of Drilling: 8-inch diameter hollow-stem auger **Elevation:** 875' msl

DEPTH (FT)	BLOWS PER FT	DRIVE SAMPLE	BULK SAMPLE	DENSITY (PCF)	MOISTURE (%)	DESCRIPTION	LAB TESTS
1						**FILL / RESIDUAL SOILS:** Clayey sand (SC), reddish brown, fine to coarse, moist, dense, some gravels and cobbles to 6 inches in size. (LL=43, PL=18, PI=25) Yellowish brown.	Sieve Analysis, Atterberg Limits, Expansion Index, R-Value, pH, Resistivity, Sulfate, Chloride
2							
3							
4				77	36.2		
5	66-11"	CAL				**OTAY FORMATION (To):** Silty sandstone 'SM', yellowish brown, fine to medium grained, moist, moderately cemented, 'very dense', gravels and cobbles.	
6							
7							
8						Total depth: 7 feet Groundwater not encountered Backfilled in accordance with State and County requirements on 5/29/13	
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							

BORING NO. B-2

Logged by: SEV **Date Drilled:** 5/29/2013

Method of Drilling: 8-inch diameter hollow-stem auger **Elevation:** 851' msl

DEPTH (FT)	BLOWS PER FT	DRIVE SAMPLE	BULK SAMPLE	DENSITY (PCF)	MOISTURE (%)	DESCRIPTION	LAB TESTS
						1 to 2 inches gravel and sitly sand (SM) roadway surface.	Max Density & Optimum Moisture, R-Value
1, 2						**FILL / RESIDUAL SOILS:** Clayey sand (SC), light brown, fine to medium, moist, dense.	
3, 4	28	CAL		95	23.4	Fat clay (CH), dark brown, high plasticity, moist, hard, some gravel.	
5				102	8.5		
6	78	CAL				**OTAY FORMATION (To):** Clayey sandstone 'SC', brown, fine to coarse grained, moist, moderately cemented, 'very dense', gravel and cobbles.	
7							
8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30						Total depth: 7 feet Groundwater not encountered Backfilled in accordance with State and County requirements on 5/29/13	

PROJECT NO. 2069A17 **LOG OF BORING** **FIGURE B-2**

UNIFIED SOIL CLASSIFICATION SYSTEM					
No. 200 U.S. Standard Sieve is the smallest particle visible	Coarse-grained soils >1/2 of materials is larger than #200 sieve	GRAVELS are more than half of coarse fraction larger than #4 sieve	Clean Gravels (less than 5% fines)	GW	Well-graded gravels, gravel-sand mixtures, little or no fines
			Gravels with fines	GP	Poorly-graded gravels, gravel-sand mixtures, little or no fines
		SANDS are more than half of coarse fraction larger than #4 sieve	Clean Sands (less than 5% fines)	GM	Silty Gravels, poorly-graded gravel-sand-silt mixtures
			Sands with fines	GC	Clayey Gravels, poorly-graded gravel-sand-clay mixtures
	Fine-grained Soils >1/2 of materials is smaller than #200 sieve	SILTS AND CLAYS Liquid Limit Less than 50		SW	Well-graded sands, gravelly sands, little or no fines
				SP	Poorly-graded sands, gravelly sands, little or no fines
				SM	Silty Sands, poorly-graded sands-gravel-clay mixtures
				SC	Clayey Sands, poorly-graded sand-gravel-silt mixtures
				ML	Inorganic clays of low to med plasticity, gravelly, sandy, silty, or lean clays
		SILTS AND CLAYS Liquid Limit Greater than 50		CL	Inorganic clays of low to med plasticity, gravelly, sandy, silty, or lean clays
				OL	Organic silts and clays of low plasticity
				MH	Inorganic silts, micaceous or diatomaceous fine sands or silts
				CH	Inorganic clays of high plasticity, fat clays
				OH	Organic silts and clays of medium to high plasticity
Highly Organic Soils				PT	Peat, humus swamp soils with high organic content

GRAIN SIZE					SIZE PROPORTION
Description		Sieve Size	Grain Size	Approximate Size	Trace – Less than 5%
Boulders		>12”	>12”	Larger than basketball-sized	Few – 5% to 10%
Cobbles		3”- 12”	3”- 12”	Fist-sized to basketball-sized	Little – 15% to 20%
Gravel	Coarse	¾”- 3”	¾”- 3”	Thumb-sized	Some – 30% to 45%
	Fine	#4 - ¾”	0.19” - 0.75”	Peat-sized to thumb-sized	Mostly – 50% to 100%
Sand	Coarse	#10 - #4	0.079” - 0.19”	Rock salt-sized to pea-sized	**MOISTURE CONTENT**
	Medium	#40 - #10	0.017” - 0.079”	Sugar-sized to rock salt-sized	Dry – Absence of moisture
	Fine	#200 - #40	0.0029” - 0.017”	Flour-sized to sugar-sized	Moist – Damp but not visible
Fines		Passing #200	<0.0029”	Flour-sized or smaller	Wet – Visible free water

CONSISTENCY FINE GRAINED SOILS			RELATIVE DENSITY COARSE GRAINED SOILS		
Apparent Density	**SPT (Blows/Foot)**	**Mod CA Sampler (Blows/Foot)**	**Apparent Density**	**SPT (Blows/Foot)**	**Mod CA Sampler (Blows/Foot)**
Very Soft	<2	<3	Very Loose	<4	<5
Soft	2-4	3-6	Loose	4-10	5-12
Firm	5-8	7-12	Medium Dense	11-30	13-35
Stiff	9-15	13-25	Dense	31-50	36-60
Very Stiff	16-30	26-50	Very Dense	<50	<60
Hard	>30	>50			

APPENDIX C

LABORATORY TEST PROCEDURES

APPENDIX C

LABORATORY TESTING PROCEDURES

1. Classification

Soils were classified visually, generally according to the Unified Soil Classification System. Classification tests were also completed on representative samples in accordance with ASTM D422 for Grain Size. The test results are attached to this appendix.

2. Particle Size Analysis

Particle size analysis was performed on a selected soil sample in general accordance with the laboratory procedures outlined in ASTM test method D 422. The grain size distributions were used to estimate presumptive soil strength parameters and foundation design criteria. The results are summarized in Figure C-1.

3. Maximum Density

Maximum density test was performed on representative bag samples of the near surface soils in accordance with ASTM D1557. The results are presented below:

Sample Location	Soil Description	Maximum Dry Density (pcf)	Optimum Moisture Content (%)
B-2 at 0 to 3’	Light brown clayey sand (SC)	113.9	15.4

4. Expansion Index

Expansion Index testing was completed in accordance with the standard test method ASTM D4829. Test results are presented below:

Sample Location	Soil Description	Expansion Index	Expansion Potential
B-1 at 0 to 2’	Reddish brown clayey sand (SC)	48	Low

5. Corrosion

Chemical testing was performed on a representative sample to determine the corrosion potential of the onsite soils. Testing consisted of pH, chlorides (CTM 422), soluble sulfates (CTM 417), and resistivity (CTM 643). Test results are as follows:

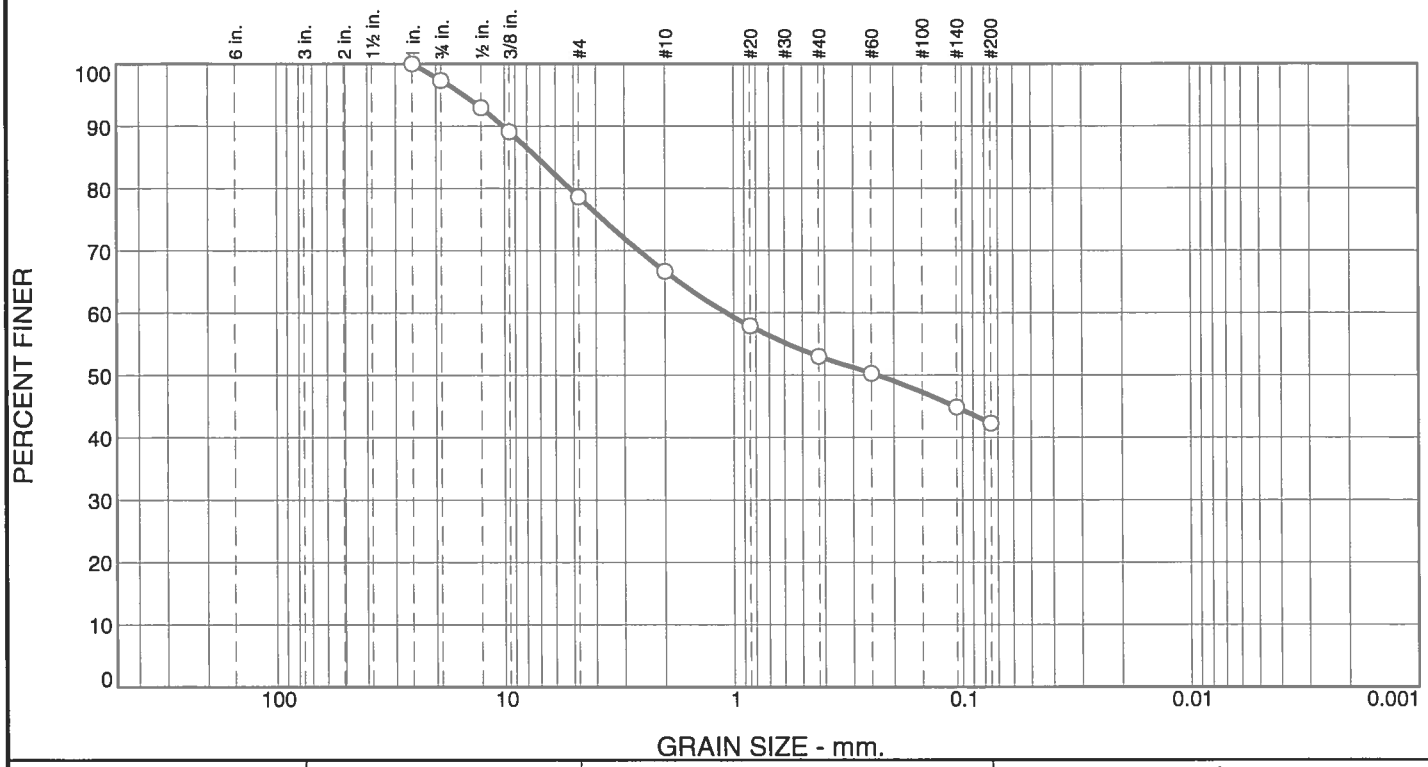
Sample Location	pH	Resistivity (ohm-cm)	Soluble Sulfate (ppm)	Soluble Chloride (ppm)
B-1 at 0 to 2’	7.6	740	325	408

6. R-Value

R-value test was performed on a sample of the upper soils in general accordance with the laboratory procedures outlined in ASTM D 2844. Test results are presented below:

Sample Location	Soil Description	R-Value
B-1 at 0 to 2’	Reddish brown clayey sand (SC)	<5
B-2 at 0 to 3’	Light brown clayey sand (SC)	<5

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	2.7	18.7	11.9	13.7	10.7	42.3	

TEST RESULTS

Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
1	100.0		
.75	97.3		
.5	92.9		
.375	89.0		
#4	78.6		
#10	66.7		
#20	57.9		
#40	53.0		
#60	50.3		
#140	44.8		
#200	42.3		

* (no specification provided)

Material Description

CLAYEY SAND (SC), with gravel, reddish-brown

Atterberg Limits (ASTM D 4318)

PL= 18.2 **LL=** 43.2 **PI=** 25.0

Classification

USCS (D 2487)= SC **AASHTO (M 145)=** A-7-6(6)

Coefficients

D_{90}= 10.1915 D_{85}= 7.2402 D_{60}= 1.0759
D_{50}= 0.2364 D_{30}= D_{15}=
D_{10}= C_u= C_c=

Remarks

Date Received: **Date Tested:** 5/30/13

Tested By: JH

Checked By: SV

Title: ENGINEER

Sample Number: B-1 **Depth:** 0-2' **Date Sampled:**

MTGL, Inc.

Anaheim, CA

Client:

Project: 970-RESERVOIR

Project No: 2069-A17 **Figure** C-1

Appendix E

Noise Analysis Letter Report

June 2, 2014

Lisa Coburn-Boyd
Environmental Compliance Specialist
Otay Water District
2554 Sweetwater Springs Road
Spring Valley, California 91978-2096

Subject: Otay Water District East Mesa Reservoir Road Paving Project – Noise

Dear Ms. Coburn-Boyd:

Please be advised that ICF International (ICF) has completed a noise analysis for the Otay Water District (OWD) East Mesa Reservoir Road Paving Project (Project). A summary of the analysis is presented below.

Project Overview

The OWD East Mesa Reservoir is located at the northern terminus of Alta Road, northeast of the East Mesa Detention Facility in the unincorporated community of Otay, San Diego County, California, approximately 10 kilometers east-southeast of Chula Vista, California (Figure 1). Specifically, the Project is located within the NE ¼ of Section 19 of Township 18 South, Range 1 East of the San Bernardino Base Meridian, as depicted on the United States Geological Survey Mesa, California 7.5- minute series quadrangle (1955 [photorevised 1971, photoinspected 1975]) (Figure 2). OWD plans to pave a dirt and gravel service road that encircles a small reservoir in order to facilitate improved access around the reservoir. The road is located between the reservoir and a chain-link fence that encompasses the facility. The Project Area consists of the road and the area within 7.5 meters of each side of the road (Figure 3).

Existing Conditions

The Project vicinity is largely undeveloped. The Project site is bounded to the northwest, northeast, and southeast by the Otay County Open Space Preserve. The closest developed land use to the Project is the East Mesa Detention Complex, which is located to the southwest. This a complex of four county- and privately-operated detention facilities. The Project site is more than two miles from the closest major highway or airport and background noise levels are generally quite low except for operational noise from the Detention Complex which includes prisoners in the exercise yards and officers training at an outdoor firing range located at the northwest edge of the complex (approximately 2,500 feet from the Project site).

Noise Standards

Noise standards for the County of San Diego are provided in the County's Noise Element of the General Plan and in Section 36.4 (i.e., Title 3, Division 6, Chapter 4) of the County's Code of Regulatory Ordinances.

The standards contained in the Noise Element are intended to address ongoing and long-term noise/land use compatibility and therefore, are not applicable to the Project for the following reasons: (1) it is a short-term construction project; (2) the Project will not introduce new noise-sensitive land uses; and, (3) the Project will not create new operations that could generate ongoing noise levels at existing noise-sensitive land uses.

The County's noise ordinance seeks to control construction noise by placing limits both on the hours during which construction activity may occur and on the average noise levels that may be generated during those hours, as follows:

- Construction equipment may not be operated between the hours of 7:00 p.m. and 7 a.m., or at any time on a Sunday or holiday.
- During the permitted hours of 7:00 a.m. to 7:00 p.m., noise from construction equipment may not exceed an eight-hour average noise level (i.e., 8-hour Leq) of 75 dBA.

Noise Analysis

Based on information provided by Otay Water District staff (Lisa Coburn-Boyd, Environmental Compliance Specialist), the Project will be constructed in two phases, utilizing the following equipment:

Phase 1 – Grading

- 4 pickup trucks
- 1 grader
- 1 excavating dozer
- 1 dump truck
- 1 loader

Phase 2 – Paving

- 4 pickup trucks
- 1 heavy truck (for asphalt delivery)
- 1 roller
- 1 paver
- 1 loader

The closest area to the proposed construction activity that might be considered noise-sensitive is an exercise yard at the neighboring detention facility to the southwest. This yard is located approximately 450 feet from the nearest portion of the Project site and 1,250 feet from the most distant portion of the Project site. The acoustical average distance from the Project site to

the receiver is approximately 750 feet[1]. Using this distance, along with typical construction equipment noise levels and calculation techniques provided by the Federal Transit Administration (FTA) and Federal Highway Administration (FHWA), an average noise level of 64 dBA is estimated for the grading phase of construction and 65 dBA for the paving phase of construction. A summary of the noise analysis is provided in Tables 1 and 2.

Construction activities that might cause unusually high levels of vibration, such as pile driving or blasting, will not take place at the Project site. Heavy construction equipment such as graders and dozers will generate groundborne vibration that will dissipate with distance from the Project site. Over the distances that exist between the Project site and the closest sensitive receiver (450 to 1,200 feet) vibration will be reduced to extremely low (probably imperceptible) levels.

As noted previously, the Project is not anticipated to lead to any long-term increases in operational activity at the Project site and, therefore, would not increase long-term noise levels. It is also not anticipated that the Project would create any significant increase in traffic to and from the reservoir, so perceptible increases in traffic noise levels are not expected.

Table 1 – Summary of Construction Noise Analysis, Phase 1 - Grading

Equipment Item	Maximum Noise Level at 50 feet[a]	Number of Units[b]	Usage Factor[a,c]	Distance to Receiver[d]	Average Noise Level at Receiver
Pickup truck	75 dBA	4	0.4	750 feet	54 dBA
Grader	85 dBA	1	0.4	750 feet	57 dBA
Dozer	85 dBA	1	0.4	750 feet	57 dBA
Dump Truck	84 dBA	1	0.4	750 feet	56 dBA
Loader	85 dBA	1	0.4	750 feet	57 dBA
	Total for All Equipment				**64 dBA**

a. Obtained or estimated from:
Transit Noise and Vibration Impact Assessment, FTA, (FTA-VA-90-1003-06), May 2006 and/or
*FHWA Roadway Construction Noise Mode*l (RCNM), Version 1.0, February 2, 2006
b. Noise level increase = 10×log(number of units)
c. Usage Factor is the percentage of time equipment is operating in noisiest mode while in use.
Noise level decrease = 10×log(usage factor)
d. Noise level decreases at a rate of 6 dBA per doubling of distance from source to receiver.

[1] When noise sources are distributed or mobile across an area, the average noise level can be estimated by assuming all the noise occurs at an acoustical average distance from the receiver. This average is calculated as the square route of the product of shortest and farthest distance between the noise source and the receiver. In this case $\sqrt{(450\times1250)}=750$.

Table 2 – Summary of Construction Noise Analysis, Phase 2 - Paving

Equipment Item	Maximum Noise Level at 50 feet[a]	Number of Units[b]	Usage Factor[a,c]	Distance to Receiver[d]	Average Noise Level at Receiver
Pickup truck	75 dBA	4	0.4	750 feet	54 dBA
Dump Truck	84 dBA	1	0.4	750 feet	56 dBA
Roller	74 dBA	1	0.2	750 feet	43 dBA
Paver	89 dBA	1	0.5	750 feet	62 dBA
Loader	85 dBA	1	0.4	750 feet	57 dBA
Total for All Equipment					**65 dBA**

a. Obtained or estimated from:
Transit Noise and Vibration Impact Assessment, FTA, (FTA-VA-90-1003-06), May 2006 and/or
FHWA Roadway Construction Noise Model (RCNM), Version 1.0, February 2, 2006
b. Noise level increase = 10×log(number of units)
c. Usage Factor is the percentage of time equipment is operating in noisiest mode while in use.
Noise level decrease = 10×log(usage factor)
d. Noise level decreases at a rate of 6 dBA per doubling of distance from source to receiver.

Conclusions

The main source of noise associated with the Project is construction activity. Analysis shows that construction noise levels will not exceed the applicable County noise standard of 75 dBA (8-hour Leq). However, it is noted that construction activity must not occur between the hours of 7:00 p.m. and 7 a.m., or at any time on a Sunday or holiday. The Project is not expected to generate long-term operational noise.

In summary, ICF does not anticipate that the Project will generate any substantial adverse noise impacts. Therefore, ICF does not foresee that the Project will have a significant effect on the environment with respect to noise, and does not recommend further study or mitigation for noise (beyond compliance with the County-mandated hours of construction described above). If you have any questions or comments, do not hesitate to contact me at jonathan.higginson@icfi.com or 949.333.6619.

Sincerely,

Jonathan Higginson, INCE
Senior Noise Analyst

Enclosed: Figure 1 – Regional Location
Figure 2 – Project Vicinity
Figure 3 – Project Area

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Figure 1 - Project Regional Location
Otay Water District
East Mesa Reservoir Road Paving Project

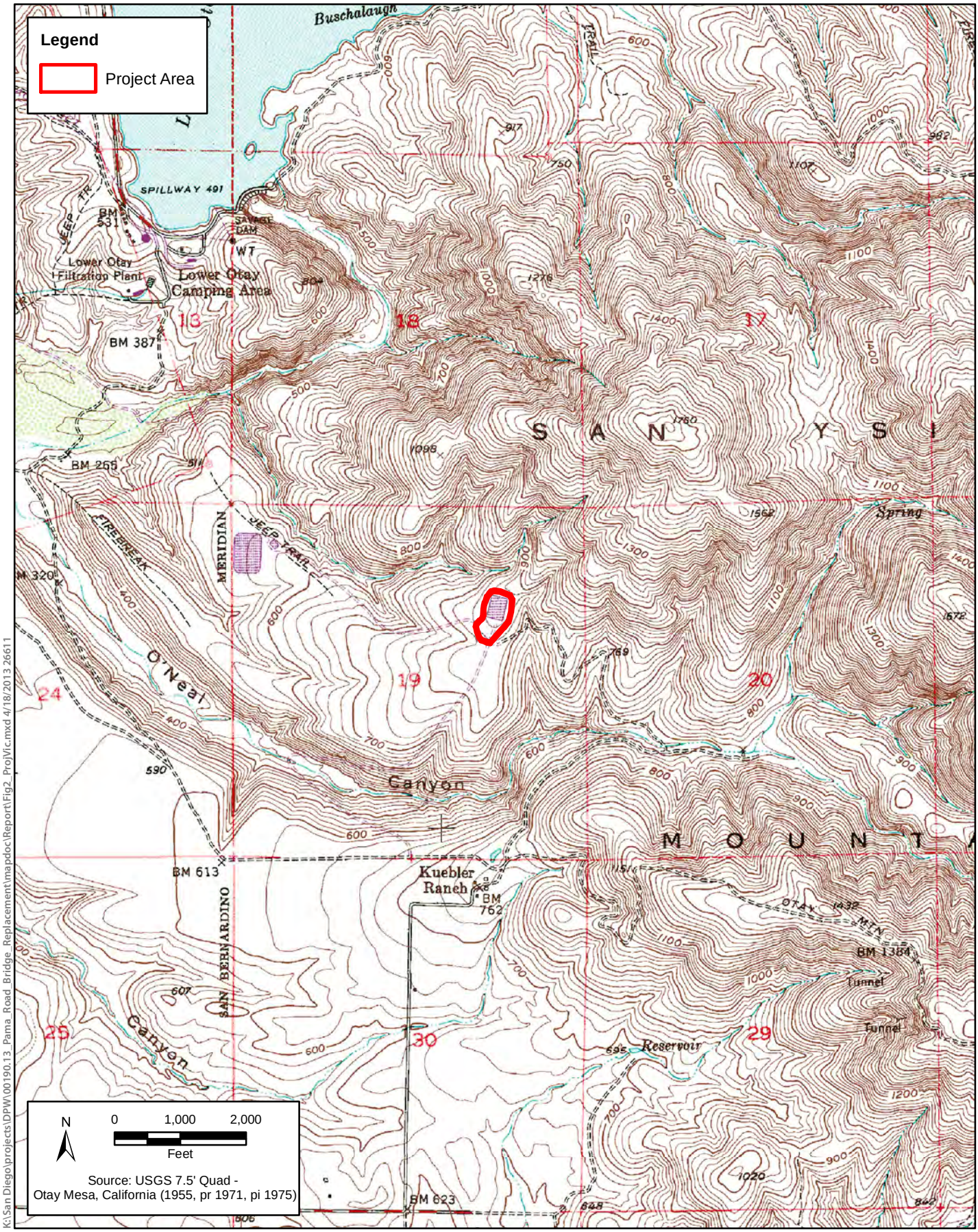

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Figure 2 - Project Vicinity
Otay Water District
East Mesa Reservoir Road Paving Project

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Figure 3 - Project Area
Otay Water District
East Mesa Reservoir Road Paving Project

Attachment B

Mitigation, Monitoring, and Reporting Program

Attachment B

Mitigation, Monitoring and Reporting Program for the Otay Water District

870-1 Reservoir Access Road Paving Project

Mitigation Measures	Timing & Methods	Responsible Parties
BIOLOGICAL RESOURCES		
BIO-1: Due to the observed presence of one western spadefoot tadpole, a qualified biologist will conduct pre-construction surveys to determine if this species is present. If present, the species will be removed from the project site.	**Timing:** Prior to any disturbance of the road surface. **Methods:** Retain a qualified biologist to perform pre-construction surveys and, if species is present, remove from the site.	**Implementation:** Otay Water District **Monitoring & Reporting:** Otay Water District **Verification:** Otay Water District
BIO-2: Prior to any construction activity, all contractual agreements with the District will ensure that the following project requirements regarding sensitive wildlife species are completed. • No clearing, grubbing, or grading of vegetation will occur between February 15 and August 31, the breeding season of the coastal California gnatcatcher. However, if construction is proposed during the breeding season for the gnatcatcher, the following requirements will have to be met: – U.S. Fish and Wildlife Service protocol surveys will be required in order to determine species' presence or absence. – If no gnatcatchers are detected within 300 feet of the proposed grading/construction, then no restriction on grading will be necessary. – If gnatcatchers are present, measures to minimize noise impacts will be required and should include temporary noise walls and/or berms. – If the survey is not performed and construction is proposed during the species' breeding season, presence will be assumed and a temporary wall/berm will be required. – Noise levels from grading/construction activities during the breeding season should not exceed 60 dBA hourly LEQ at the edge of the occupied habitat, or the ambient noise level if noise levels already exceed 60 dBA hourly LEQ.	**Timing:** Prior to any construction activity. **Methods:** Ensure sensitive wildlife species impacts are avoided or mitigated by preconstruction nesting bird surveys and buffering.	**Implementation:** Otay Water District **Monitoring & Reporting:** Otay Water District **Verification:** Otay Water District