

OTAY WATER DISTRICT  
FINANCE, ADMINISTRATION AND COMMUNICATIONS  
COMMITTEE MEETING  
and  
SPECIAL MEETING OF THE BOARD OF DIRECTORS

2554 SWEETWATER SPRINGS BOULEVARD  
SPRING VALLEY, CALIFORNIA  
BOARDROOM

**TUESDAY**  
**September 17, 2013**  
**11:30 A.M.**

This is a District Committee meeting. This meeting is being posted as a special meeting in order to comply with the Brown Act (Government Code Section §54954.2) in the event that a quorum of the Board is present. Items will be deliberated, however, no formal board actions will be taken at this meeting. The committee makes recommendations to the full board for its consideration and formal action.

**AGENDA**

1. ROLL CALL
2. 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

**DISCUSSION ITEMS**

3. APPROVE AN AMENDMENT TO A LEASE AGREEMENT WITH SPRINT PCS ASSETS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR MODIFICATIONS TO AN EXISTING COMMUNICATIONS FACILITY AT THE 980 1&2 RESERVOIR SITES LOCATED AT 360 HUNTE PARKWAY IN CHULA VISTA (MARTIN) [5 minutes]
4. APPROVE THE ISSUANCE OF A PURCHASE ORDER TO RDO EQUIPMENT COMPANY, INC. IN THE AMOUNT OF \$94,159.12 FOR THE PURCHASE OF ONE (1) JOHN DEERE BACKHOE AND DECLARE THE DISTRICT'S OLDEST JOHN DEERE BACKHOE SURPLUS (MARTINEZ) [5 minutes]
5. ADOPT RESOLUTION NO. 4218 REVISING BOARD OF DIRECTORS' POLICY NO. 12, EMPLOYMENT OR TERMINATION OF EMPLOYMENT OF DISTRICT PERSONNEL POLICY, AND POLICY NO. 24, RECRUITMENT, SELECTION, AND EMPLOYMENT POLICY, OF THE DISTRICT'S CODE OF ORDINANCES (WILLIAMSON) [5 minutes]

6. APPROVE AN ADJUSTMENT TO THE WHEELING RATE FOR THE DELIVERY OF TREATY WATERS TO MEXICO TO \$64.14 FOR CALENDAR YEAR 2014 (DYCHITAN) [5 minutes]
7. DISCUSS ALTERNATIVES FOR THE BAY DELTA CONSERVATION PLAN (WATTON) [10 minutes]
8. FISCAL YEAR 2013 YEAR-END STRATEGIC PLAN AND PERFORMANCE MEASURES REPORT (STEVENS) [10 minutes]
9. ADJOURNMENT

BOARD MEMBERS ATTENDING:

Mitch Thompson, Chair  
Jose Lopez

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](http://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 670-2280 at least 24 hours prior to the meeting.

Certification of Posting

I certify that on September 13, 2013 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 24 hours in advance of the meeting of the Board of Directors (Government Code Section §54954.2).

Executed at Spring Valley, California on September 13, 2013.

\_\_\_\_\_/s/ Susan Cruz, District Secretary\_\_\_\_\_

# AGENDA ITEM 3



## STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	October 2, 2013
SUBMITTED BY:	Dan Martin Engineering Manager	PROJECT:	AS005- DIV. NO. 5 CS0014
APPROVED BY:	<input checked="" type="checkbox"/> Rod Posada, Chief, Engineering <input checked="" type="checkbox"/> German Alvarez, Assistant General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	Request to Approve Lease Amendment with Sprint PCS Assets, LLC, a Delaware Limited Liability Company, for Modifications to an Existing Communications Facilities Located at the 980 1&2 Reservoir Sites		

### **GENERAL MANAGER'S RECOMMENDATION:**

That the Otay Water District (District) Board of Directors (Board) authorize the General Manager to execute a lease amendment with Sprint PCS Assets, LLC, a Delaware Limited Liability Company (Sprint PCS) for modifications to an existing communications facility at the 980 1&2 Reservoir Sites located at 360 Hunte Parkway in Chula Vista (see Exhibit A for Property location).

### **COMMITTEE ACTION:**

See Attachment A.

### **PURPOSE:**

To obtain Board approval authorizing the General Manager to execute a lease amendment (see Attachment B) with Sprint PCS that allows modifications to an existing communications facility at the 980 1&2 Reservoir Sites located at 360 Hunte Parkway in Chula Vista. The lease amendment will grant Sprint PCS the right to upgrade their existing site to LTE technology.

**ANALYSIS:**

The District currently maintains six (6) lease agreements with Sprint PCS that allow Sprint PCS to operate and maintain unmanned wireless communication facilities that include panel antennas that are attached to the District's water reservoirs and enclosures that contain Sprint PCS' equipment cabinets.

Sprint PCS approached the District with a request to perform modifications to the existing wireless communication facilities to upgrade the facilities to LTE technology. Sprint PCS' scope work will include switching out existing four (4) foot antennas with larger six (6) foot antennas as well as the addition of Radio Repeater Units (RRUs) for each new antenna. The new antennas and RRUs work together as part of Sprint PCS' LTE upgrade to increase data capacity. Sprint PCS' facility has an existing SDG&E electrical service/meter and connection to a landline telephone service. As a result of the request from Sprint PCS, the District has required that the existing leases be amended to memorialize the addition of new improvements on the District's property and to strengthen the terms of the existing leases with language that reflects the current District lease terms.

The additional language in the proposed lease amendments include terms for the following:

- Security Deposit equal to the sum of two months' rent
- Elimination of pro-rating language to simplify the billing process
- 20 percent penalties for late payment
- Non-curable Event of Default for failure to pay rent
- Magnetic mount or other non-destructive alternative attachment requirement
- Utilities and back-up power provisions
- New Assignment of Lease requirement to assist in documenting change of ownership

As part of the lease amendment, the Rent shall be increased on each calendar anniversary of the Commencement Date at a rate of four percent (4%) per annum or the annual Consumer Price Index change ("CPI"), whichever is greater.

The lease amendment also includes a non-refundable administrative fee of \$4,500 that will be due within (30) days of the date of execution of the lease amendment by both parties to reimburse the District for administrative expenses and costs related to the District's

supervision and assistance with the construction phases of the Project.

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

**FISCAL IMPACT:**     Joseph Beachem, Chief Financial Officer

The District will continue to receive rent which is currently \$2,870.50 per month and will now be subject to an annual inflation adjustment of four percent or the annual Consumer Price Index change ("CPI"), whichever is greater, effective upon the execution of the lease amendment.

**LEGAL IMPACT:**

The lease amendment have been reviewed and approved by District General Counsel for content and form.

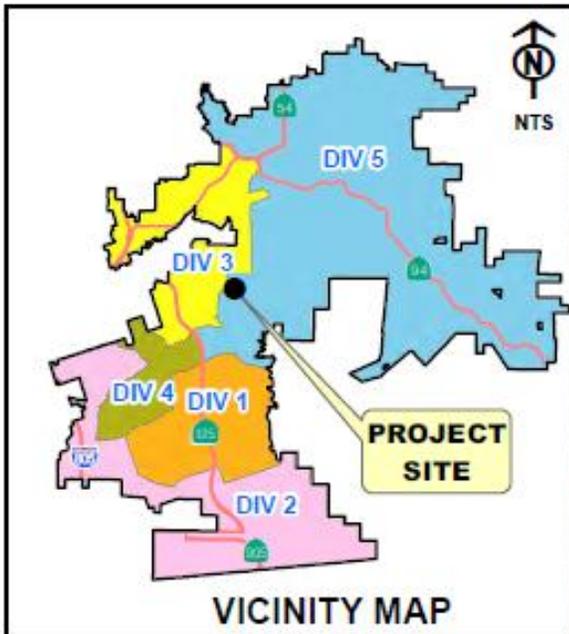
**STRATEGIC GOAL:**

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

DJM/RP:jf

\\Owd-fpl\engrplan\WORKING\CELLULAR LEASE FILE\Sprint-Nextel\980-1&2\1st Amendment 6-14-13\BD 10-02-13\BD 10-02-13, Staff Report, Sprint PCS First Amendment Pond 1 Reservoir 980 1&2 8-30-13.doc

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



P:\WORKING\0211\0211-AR LEASE\FLENA\SprintPCS at 980-1 and 980-2 Reservoirs.mxd



**OTAY WATER DISTRICT**  
**SPRINT PCS COMMUNICATIONS SITE**  
**980-1 AND 980-2 RESERVOIR SITE**

EXHIBIT A



## ATTACHMENT A

<b>SUBJECT/PROJECT:</b> AS005-CS0014	Request to Approve Lease Amendment with Sprint PCS Assets, LLC, a Delaware Limited Liability Company, for Modifications to an Existing Communications Facilities at the 980 1&2 Reservoir Sites
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### **COMMITTEE ACTION:**

The Finance, Administration, and Communications Committee (Committee) reviewed this item at a meeting held on September 17, 2013. The Committee supported Staff's recommendation.

### **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

<b>SUBJECT/PROJECT:</b> AS005-CS0014	Request to Approve Lease Amendment with Sprint PCS Assets, LLC, a Delaware Limited Liability Company, for Modifications to an Existing Communications Facilities at the 980 1&2 Reservoir Sites
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**See attached lease amendment.**

## FIRST AMENDMENT TO LEASE

This First Amendment to Lease (the "First Amendment") is made this day of \_\_\_\_, 2013, ("Effective Date") by and between Otay Water District ("OTAY") and Nextel of California, Inc. ("TENANT"), with reference to the facts set forth in the Recitals below:

### RECITALS

- A. OTAY is the owner of that certain real property located at 360 Hunte Parkway, Chula Vista, California a Reservoir Site (the "Property").
- B. OTAY and TENANT are parties to that certain Lease dated May 19, 2004 (the "Lease" or "Agreement") pursuant to which TENANT is leasing from OTAY land at the Property, together with the right of access to and from the nearest public right-of-way and the right to install utilities (collectively, the "Premises").
- C. Tenant has requested a modification to the type and mounting of the Improvements currently on the Premises (the "New Improvements").
- D. OTAY and TENANT have agreed to amend the Agreement to memorialize the addition of the New Improvements to the Premises.

### AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **New Improvements.** OTAY consents to TENANT construction and installation of new communications facilities, as more particularly described and depicted on Exhibit "B-1" which is attached hereto and made a part hereof. The parties acknowledge and agree that the attached Exhibit "B-1" is intended to supplement the Exhibit "B" attached to the Agreement.
2. **Governmental Approvals.** Any required permits for the use or operation of the New Improvements shall be obtained by TENANT at TENANT's sole expense. Furthermore, it is understood and agreed that TENANT's ability to install the New Improvements is contingent upon its obtaining all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit TENANT to install and operate the New Improvements within the Premises. OTAY agrees, at no expense to OTAY, to reasonably cooperate with TENANT in making application for and obtaining all governmental licenses, permits and approvals that may be required for TENANT'S intended use of the Premises.
3. **Amended Provisions.** The following provisions shall be amended as follows:
  - 3a. Section 6 shall be deleted.

3b. Section 7; Rent shall be replaced with the following:

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

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

b. **Administrative Fees.** Administrative fees may be charged at Otay's discretion during the Term to recover costs and expenses incurred by Otay, including but not limited to attorneys and consultant's fees, review, processing of Tenant's conditional use permits, inspection of the Facilities during construction and other related costs if any, in connection with any Tenant activity that requires Otay staff to spend time in supervision, inspection, investigation or other review; such costs include but are not limited to any amendments to this Agreement, any default or any failure of Tenant to secure or renew any permit, approval, license or easement and any investigation Otay deems reasonably required in connection with the Premises or the Facilities, including without limitation any investigation of a potential contamination of any portion of the Property due to any Tenant activity or improvement.

c. **Security Deposit.** Concurrently upon execution of this Agreement, Tenant shall pay to Otay a sum equal to two months' rent as a deposit ("Security Deposit") to secure the Tenant's performance of the covenants contained herein. Tenant shall maintain the Security Deposit balance equal to the amount established herein over the life of the agreement. If Otay applies any portion of the Security Deposit, Tenant shall within 30 days after demand by Otay, deposit an amount sufficient to restore the Security Deposit to its original amount. No part of the Security Deposit is to be considered as an advance payment of rent, including last months' rent, nor is it to be used or refunded prior to the leased premises being permanently and totally vacated by the Tenant. After the Tenant has vacated the premises, Otay shall furnish Tenant with an itemized written statement of the basis for, and the amount of, any of the security deposit retained by Otay. Otay may withhold that portion of Tenant's security deposit necessary

(a) to remedy any default by Tenant in the payment of rent or any other provision of this Agreement, (b) to repair damages to the premises or any expense, loss, or damage that Otay may suffer because of Tenant's default, (c) to restore the premises to meet Otay's standards, (d) any amount that Otay may incur or become obligated to spend in exercising Otay's rights under this Agreement or available at law. The unused portion of this deposit shall be returned to the Tenant without interest no later than 60 days after termination of this Agreement.

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

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

7.2 Beginning on the Commencement Date, Tenant shall pay Otay as rent the sum of \$2,200.00 per month ("Rent") payable on the first day of each month in advance. If the Commencement Date is prior to the fifteenth day of the month of commencement, the full month's Rent will be due on the Commencement Date. If the Commencement Date is on or after the fifteenth day of the month of commencement, payment of Rent will begin the first day of the following month.

Tenant may make Rent payments up to 5 days past due date without penalty, unless continual late payments for two consecutive months occur. A fee shall be imposed after the 5th day and shall be 20% of the amount currently due. Failure to pay Rent within ten (10) calendar days of the first of the month shall be an Event of Default as provided by Section 13.2. Failure to pay Rent on the due date for more than two (2) consecutive months or four (4) times over any twelve (12) month period shall be a non-curable Event of Default without the necessity of any notice or cure period. At District's sole discretion, immediately following such a non-curable Event of Default, District may terminate the Agreement and seek any remedy available by this Agreement or at law. If Tenant tenders a check, which is dishonored by a banking institution, then the Tenant shall tender cash or cashier's check only for all future payments, which shall continue until such time as written consent is obtained from Otay. In addition, Tenant shall be liable in the sum of \$25 for each dishonored check that is returned to Otay.

a. Rent Increases. The Rent shall be increased on each calendar anniversary of the Commencement Date at a rate of four percent (4%) per annum or the annual Consumer Price Index change ("CPI"), whichever is greater. CPI shall be the average percentage increases in the consumer price index published by the

United States Department of Labor, Bureau of Labor Statistics (1982-1984 = 100) (the "CPI") for "All Items - All Urban Consumers" for the San Diego Metropolitan Statistical Area.

3c. Section 9; Improvements, and Section 10; Installation of Equipment shall be replaced with the following:

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

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

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

c. Alterations. Tenant shall not alter or change its Improvements in a material manner without the prior approval of Otay, such approval not to be unreasonably withheld. "Material" refers to any physical change that could affect

the building structure, antenna support, interconnecting facilities or its appearance or any change that requires access to the Premises for installation of new equipment, removal of old equipment, trenching or digging or that could disrupt Otay's workplace or communications in any way or any change that requires a renewed or amended easement, permit or approval. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense in a good and workmanlike manner and fully compliant with all government permit and code requirements. Tenant shall have the right to remove all Improvements it installs at its sole expense on or before the expiration or termination of this Agreement, but must at such time restore the ground and surface underlying the removed Improvements to its pre-installation condition, wear and tear excepted, and to the reasonable satisfaction of Otay.

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

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

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

ii. From time to time, as required by law or regulation in connection with the normal operation of the Improvements or as needed due to improvements or alterations to the same, Tenant shall provide Otay with updated permits, licenses and/or approvals, including without limitation written evidence, satisfactory to Otay, of all FCC approvals and other governmental permits and approvals, including but not limited to compliance with the FCC's electromagnetic radiation rules, set forth at 47 C.F.R. § 1.1307 et seq. and FCC Office of Engineering and Technology Bulletin 65, each as hereafter amended.

iii. Otay agrees, at no expense to Otay, to reasonably cooperate with Tenant in making application for and obtaining all governmental licenses,

permits and approvals that may be required for Tenant's intended use of the Premises.

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

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

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

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

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

10. Maintenance, Repair or Replacement of Otay's Improvements. At any time while this Agreement remains in effect, Otay may, at its option and upon One Hundred Eighty (180) days prior written notice to Tenant, remove or cause

Tenant to remove all or any portion of its Facilities at Tenant's expense, in order for Otay to paint, repair, or make replacements to any or all its improvements on the Premises (the "Maintenance or Replacement Work"), as deemed necessary by Otay in its sole discretion. Tenant agrees to fully cooperate with Otay's efforts in connection with any Maintenance or Replacement Work, including without limitation timely, and at Tenant's cost, removing and re-installing any portion of the Facilities, as requested by Otay.

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

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

c. Otay's option to remove temporary facilities. If any temporary facilities are not removed within sixty (60) days from the date the Maintenance or Replacement Work is completed, Otay shall have the right, but not the duty, to remove the temporary facilities at Tenant's cost and expense.

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

3d. Section 11 shall be deleted.

3e. Section 12; Co-Location shall be replaced with the following:

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

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

3f. Section 16; Termination and Section 17; Default shall be replaced with the following:

16.1 Termination.

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

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

(ii) Tenant gives Otay sixty (60) days' notice of Tenant's determination that a governmental or non-governmental license, permit, consent, approval, easement or waiver necessary to enable Tenant to construct, install or operate the Facilities cannot be obtained or renewed at reasonable expense or in reasonable time period for wireless sites at water reservoirs in metropolitan areas within San Diego County. If this notice is given, Tenant must immediately cease any and all transmissions through and from the Premises and shall promptly remove, within a period of time not to exceed sixty (60) days, any and all Tenant's personal property and improvements from the Property. This Agreement and any related easements shall automatically expire upon the earlier of removal of the Tenant's improvements or the 60th day from the notice; excepting only Tenant's indemnities and liabilities hereunder, including the obligation to pay Rent for any holdover period. Tenant agrees that Otay may, without any liability or recourse against Otay, commit to re-let the Premises to other parties immediately upon receipt of the notice herein contemplated.

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

(iv) Otay commits a default under this Agreement and fails to cure pursuant to Section 16.2, below;

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

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

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

(i) Tenant commits a default under this Agreement and fails to cure such default pursuant to Section 16.2, below;

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

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

#### 16.2 Default.

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

(i) Tenant shall default in the payment of Rent, or any other amounts due Otay hereunder, and said default shall continue for ten (10) business days after the same becomes due; or

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

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

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

3g. Section 21; Indemnity, shall be replaced with the following:

Tenant specifically agrees that it shall hold harmless, defend (with counsel, and if needed experts, reasonably acceptable to Otay), indemnify and otherwise protect Otay and each Otay Party, from and against all claims, suits or actions of any kind and description relating to (a) Tenant's obligations under this Agreement and any amendment hereto or (b) Tenant or Tenant Parties use of, and access to, the Premises, the Facilities or the Property. These obligations extend to and include without limitation any and all costs and expenses (including attorney's fees and court costs) incurred by Otay or the Otay Parties in connection with (i) damage to property (including the Premises, the Property or any personal property of Otay or any third party), (ii) any action or proceeding (including an enforcement action or criminal proceeding) related in any way to any permit (governmental or otherwise), approval or easement obtained by or required of Tenant in connection with this Agreement or the Facilities; and (iii) personal injury or death, except to the extent that such claims, suits or actions directly arise from the gross negligence or willful misconduct of Otay or an Otay Party. This indemnification clause in no way limits any other specific indemnities given by Tenant under other provisions of this Agreement.

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

claim, action, proceeding, or litigation affect the obligations imposed upon Tenant herein.

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

3h. Section 23; Assignment, shall be replaced with the following:

Tenant shall not assign this Agreement or any portion of its rights or obligations hereunder without Otay's prior written consent, except to an affiliated parent entity, subsidiary, purchaser of at least 50% of the aggregate of the assets of Tenant ("assets" means and includes without limitation any and all real, personal or financial property or thing owned or controlled by Tenant or over which Tenant has an interest) or holder of Tenant's FCC license.

a. If during the Term hereof, Tenant requests the written consent of Otay to any assignment, and upon demonstration satisfactory to Otay of the proposed assignee's legal, financial, and technical qualifications to assume all of the Tenant's duties and obligations herein, Otay's consent thereto shall not unreasonably be withheld. Consent to one assignment shall not be deemed consent to any subsequent assignment.

b. Any attempted assignment not permitted under the first paragraph of this Section 19, without Otay's prior consent as set forth in Section 19(a), shall be void and, at Otay's option, shall constitute a termination of this Agreement for which a termination fee as described in Section 16.1.a(iii) shall be immediately due.

c. Any assignment of this Agreement shall require an executed "Assignment of Lease" whether or not the Consent of Otay is required pursuant to this section 23 or any other provision of this Agreement. A sample form of the "Assignment of Lease" is attached to this Agreement as Exhibit F which may be amended or modified in Otay's sole discretion.

4. **Continued Effect.** Except as specifically modified by this First Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term or provision of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control. In addition, except as otherwise stated in this First Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

5. **Administrative Fees.** TENANT shall pay OTAY the amount of \$4,500 within (30) days of the date of execution of this Amendment by OTAY and TENANT.

6. **Current Rent.** The current monthly Rent amount at the Effective Date of this First Amendment is \$2,870.50.

**IN WITNESS WHEREOF, OTAY and TENANT** have caused this First Amendment to be executed by each party's duly authorized representative effective as of the date first above written.

**OTAY WATER DISTRICT:**

By: \_\_\_\_\_  
Name: Mark Watton  
Title: General Manager  
Date: \_\_\_\_\_

**Approved as to Form:**

By: \_\_\_\_\_  
OWD General Counsel

**Nextel of California, Inc.:**

By:   
Name: Matthew Bell  
Title: Manager Real Estate  
Date: 8/9/2013

**Approved as to Form:**

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

**Exhibit B-1**

**NEW IMPROVEMENTS**



# NETWORK VISION MMBTS LAUNCH CA7460 MIGUEL RANCH SD73XC009 MONOPINE

525 HUNTE PARKWAY -B  
CHULA VISTA, CA 91914  
SAN DIEGO COUNTY  
LATITUDE: 32° 40' 51.19" N (32.680886)  
LONGITUDE: 116° 57' 20.49" W (-116.955692)  
SAN DIEGO MARKET

### CALIFORNIA STATE CODE COMPLIANCE:

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

- CALIFORNIA ADMINISTRATIVE CODE (INCL TITLE 24 & 25)
- 2010 CALIFORNIA BUILDING CODE
- CITY/COUNTY ORDINANCES
- BUILDING OFFICIALS & CODE ADMINISTRATORS (BOCA)
- 2010 MECHANICAL CALIFORNIA CODE
- ANS/ISA-222-F LIFE SAFETY CODE NFPA-101
- 2010 CALIFORNIA PLUMBING CODE
- 2010 CALIFORNIA ELECTRICAL CODE
- 2010 LOCAL BUILDING CODE

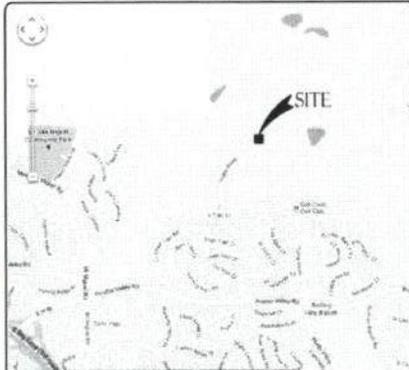
### ACCESSIBILITY REQUIREMENTS:

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH THE 2010 CALIFORNIA BUILDING CODE.

### CODE BLOCK

APPROVAL	SIGNATURE	DATE
PROJECT MANAGER		
CONSTRUCTION MANAGER		
RF ENGINEER		
SITE ACQUISITION		
PLANNING CONSULTANT		
PROPERTY OWNER		
SPRINT REPRESENTATIVE		

### SIGNATURE BLOCK



VICINITY MAP

FROM SAN DIEGO INTERNATIONAL AIRPORT, CA  
 HEAD WEST ON AIRPORT TERMINAL RD 420 FT  
 SLOUCH LEFT TO STAY ON AIRPORT TERMINAL RD 0.3 M  
 KEEP RIGHT AT THE FORK 443 FT  
 TURN LEFT ONTO N HARBOR DR 1.4 M  
 TURN LEFT ONTO W GRAPE ST 0.4 M  
 TAKE THE INTERSTATE 5 S RAMP 0.2 M  
 MERGE ONTO I-5 S 7.0 M  
 TAKE EXIT 9 TO MERGE ONTO CA-54 E 6.0 M  
 TAKE EXIT 8 FOR CALIFORNIA 125 S TOWARDS CHULA VISTA TOLL ROAD 0.4 M  
 MERGE ONTO CA-125 S TOLL ROAD 3.3M  
 TAKE EXIT 8 FOR E H ST PARTIAL TOLL ROAD 0.4 M  
 TURN LEFT ONTO E H ST 0.4 M  
 CONTINUE ONTO PROCTOR VALLEY RD 1.8 M  
 TURN LEFT ONTO HUNTE PKWY  
 FOLLOW HUNTE PKWY TO ENTRANCE TO SALT CREEK GOLF CLUB  
 FOLLOW ACCESS ROAD THAT FORKS LEFT FROM MAIN ROAD  
 BEFORE CLUB HOUSE AND PROCEED ON ACCESS ROAD TO SITE

### DRIVING DIRECTIONS

SPRINT PROPOSES TO MODIFY AN EXISTING UNMANNED TELECOMMUNICATIONS FACILITY.

- REMOVE AND REPLACE (3) EXISTING ANTENNAS WITH (3) PROPOSED ANTENNAS
- INSTALL (3) NEW RRH UNITS

### PROJECT DESCRIPTION

**APPLICANT:**  
 KIMBERON ON BEHALF OF ALCATEL-LUCENT FOR SPRINT  
 1815 CENTRAL PARK  
 IN60343  
 STEAMBOAT SPRINGS, CO 80477  
 CONTACT: KIM TILLEY  
 PH: (415) 990-4544  
 EMAIL: KIMTILLEY@BWSN.COM

**PROPERTY INFORMATION:**  
 PROPERTY OWNER: STAY WATER DISTRICT  
 ADDRESS: 2554 SWEETWATER SPRINGS BLVD.  
 SPRING VALLEY, CA 91978

CONTACT: ATTN: GENERAL MANAGER  
 PH: (818) 870-2280

ZONING CLASSIFICATION: SD-187  
 BUILDING CODE: 2010 CBC  
 CONSTRUCTION TYPE: V-N  
 OCCUPANCY: U, HB

JURISDICTION: CITY OF CHULA VISTA  
 CURRENT USE: TELECOMMUNICATIONS FACILITY  
 PROPOSED USE: TELECOMMUNICATIONS FACILITY

**PARCEL NUMBER(S):**  
 085-140-21-00  
**LEASE AREA:**  
 240 SQ FT

### PROJECT SUMMARY

### SHEET DESCRIPTION

- T-1 TITLE SHEET
- A-1 SITE PLAN
- A-2 ENLARGED SITE PLAN
- A-3 PROPOSED ENLARGED EQUIPMENT & ANTENNA PLAN
- A-4 PROPOSED SOUTH AND WEST ELEVATIONS
- A-5 PROPOSED NORTH AND EAST ELEVATIONS

### SHEET INDEX

### ARCHITECT:

THOMAS HOLLAND  
 PACIFIC TELECOM SERVICES, LLC  
 3198C AIRPORT LOOP DRIVE  
 COSTA MESA, CA 92626  
 CONTACT: ROBERT LEIGHTON  
 PH: (708) 464-4402  
 EMAIL: RLIGHTON@PTSSNA.COM

### STRUCTURAL ENGINEER:

CHRIS NICKERSON, PE  
 PACIFIC TELECOM SERVICES, LLC  
 3198C AIRPORT LOOP DRIVE  
 COSTA MESA, CA 92626  
 CONTACT: CHRIS NICKERSON  
 PH: (708) 464-4415  
 EMAIL: CNICKERSON@PTSSNA.COM

### SITE ACQ PROJECT MANAGER:

ALCATEL LUCENT SAN DIEGO  
 CONTACT: ALEX TSATURDY  
 PH: (858) 320-3128

### CONSTRUCTION MANAGER:

ALCATEL LUCENT SAN DIEGO  
 CONTACT: GLENN WAZZANO  
 PH: (858) 320-3123

### PLANNING CONSULTANT:

CONTACT: MARK BERLIN  
 PH: (858) 922-0237

### POWER COMPANY:

SDG&E  
 PH: (602)-336-7343

### TELCO COMPANY:

AT&T  
 CONTACT: BOB ROYERE  
 PH: (858) 268-6919

### PROJECT TEAM



At all new services & grounding trenches, provide "WARNING" tape at 12" below grade.

### DIG ALERT

"CALL BEFORE YOU DIG"

1-800-227-2800

UTILITY NOTIFICATION CENTER OF SOUTHERN CALIFORNIA



PROJECT INFORMATION:

NETWORK VISION MMBTS LAUNCH  
 CA7460 MIGUEL RANCH  
 SD73XC009  
 525 HUNTE PARKWAY -B  
 CHULA VISTA, CA 91914  
 SAN DIEGO COUNTY

SHEET DATE:

07/30/12

INTENDED FOR:

100% ZONING

### REVISIONS

REV	DATE	DESCRIPTION	INITIAL
1	07/30/12	ISSUED FOR 100% ZONING	SS

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

DATE:

SHEET TITLE:

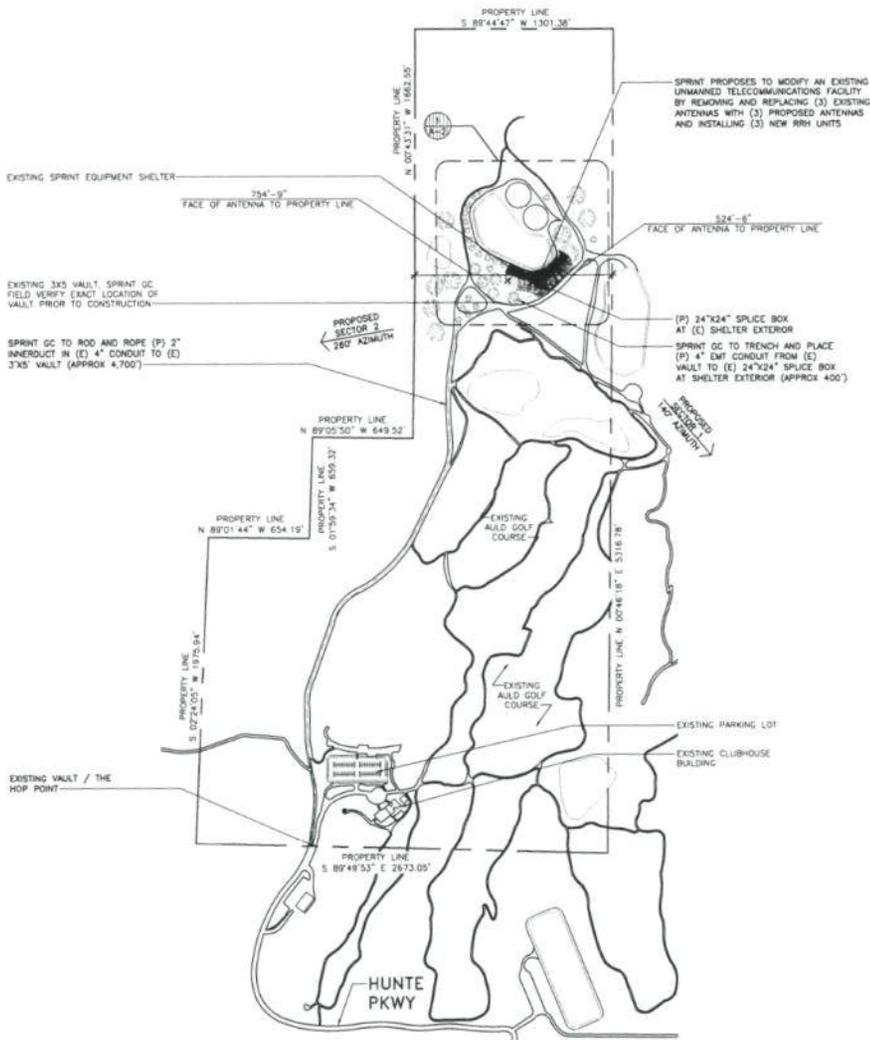
TITLE SHEET

SHEET NUMBER:

T-1

REVISION:

1



LEGEND

- SUBJECT BOUNDARY LINE
- RIGHT-OF-WAY CENTERLINE
- RIGHT-OF-WAY LINE
- ADJUSTED BOUNDARY LINE
- SECTIONAL BREAKDOWN LINE
- OVERHEAD POWER LINE
- FIBER LINE
- COAX LINE
- BURIED POWER LINE
- BURIED GAS LINE
- BURIED TELEPHONE LINE
- BURIED WATER LINE
- BURIED SANITARY SEWER
- BURIED STORM DRAIN
- DITCH LINE/LOW FLOW
- ROCK RETAINING WALL
- VEGETATION LINE
- CHAIN LINK FENCE
- WOOD FENCE
- BARBED WIRE FENCE
- TRANSFORMER
- LIGHT STANDARD
- WATER VALVE
- UTILITY BOX
- UTILITY POLE
- POLE SUPPORT
- GAS VALVE
- GAS METER
- TELEPHONE SAULT
- TELEPHONE WIRE
- FIRE HYDRANT
- GATE VALVE
- WATER METER
- FIBRE STAND PIPE
- CATCH BASIN, TYPE 1
- CATCH BASIN, TYPE 2
- SIGN
- BENCH MARK
- MAIL BOX
- SPOT ELEVATION

ABBREVIATIONS

AC	AIR CONDITIONING	FR	FURNACE
AGL	ARMS GROUND LEVEL	MAF	MAXIMUM
APR	APPROXIMATE	MEH	MECHANICAL
BLOC	BLOCKING	MET	METAL
BL	BLOCKING	MGR	MANAGER
CLD	CEILING	MIR	MIRROR
CLP	CLEAR	MIS	MISCELLANEOUS
CONC	CONCRETE	NR	NOT APPLICABLE
CONV	CONSTRUCTION	NSC	NOT IN CONTRACT
CONT	CONTIGUOUS	NS	NOT TO SCALE
DBL	DOUBLE	OK	OK CENTER
DM	DIMENSION	OD	OUTSIDE DIAMETER
DMS	DIMENSION	PL	PLYWOOD
DN	DOWN	PROJ	PROJECT
DET	DETAIL	PROP	PROPERTY
DWG	DRAWING	PT	PRESSURE TREATED
EA	EACH	REQ	REQUIRED
ELEV	ELEVATION	RMP	RISER
ELEC	ELECTRICAL	RO	RISER OPENING
EQ	EQUAL	RWH	RADIO REMOTE HEAD
EQUIP	EQUIPMENT		
EXT	EXTERNAL	SHP	SHEET
FIN	FINISH	SIM	SIMILAR
FLOOR	FLOOR	SPEC	SPECIFICATION
FLR	FLOOR	SQ	SQUARE FOOT
FT	FOOT	SS	STAINLESS STEEL
GA	GALVANIZED	ST	STEEL
GLVY	GALVANIZED	STRCT	STRUCTURAL
GRND	GROUND	STR	STRIP
GYP	GYPSON WALL BOARD	SUSP	SUSPENDED
HORIZ	HORIZONTAL	TRUSS	TRUSS
HT	HEIGHT	TMB	TUBER MOUNT APPLICATOR
HT	HEIGHT	TR	TRUSS
HT	HEIGHT	TYP	TYPICAL
HWC	HEATING	UNV	UNVALUED (VARIABLE)
VENT	VENTILATION	VERT	VERTICAL
VER	VERTICAL	VERT	VERTICAL
VD	VOID DIAMETER	VF	VERTICAL REFLECT
W	WITH	W	WITH
W/O	WITHOUT	W/O	WITHOUT
WALL	WALL	WTR	WATER TROUGH
WTR	WATER		
WTR	WATER		



NETWORK VISION WITH LAUNCH  
**CA7460 MIGUEL RANCH**  
 SD73XC.009  
 525 HUNTE PARKWAY - B  
 CHULA VISTA, CA 91914  
 SAN DIEGO COUNTY

ISSUE DATE: 07/30/12

INCLUDED FOR: 100% ZONING

REVISIONS			
REV	DATE	DESCRIPTION	INITIAL
1	07/30/12	ISSUED FOR 100% ZONING	SS

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION

APPENDIX



SHEET TITLE: SITE PLAN

SHEET NUMBER: A-1

REVISION: 1

24"x36" SCALE: 1" = 400'-0"  
 11"x17" SCALE: 1" = 800'-0"  
 400' 200' 0' 400'

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

SITE PLAN |

**NOTES TO CONTRACTOR:**

1. REMOVE ALL EXISTING SPRINT CDMA COAX AND ANTENNAS FROM SITE.
2. ANTENNAS AND HARDWARE TO BE PAINTED TO MATCH EXISTING CONDITIONS.
3. ANTENNA CLEARANCE AND MOUNTING TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION WITH FINAL ANTENNA SPECIFICATIONS. MOUNTING HARDWARE, AND RF DESIGN. ANTENNA PIPE MOUNT MODIFICATION MAY BE REQUIRED.



PROJECT INFORMATION

NETWORK: VERION MMBIS LAUNCH

**CA7460 MIGUEL RANCH**

SD73XC009

525 HUNTE PARKWAY -B  
CHULA VISTA, CA 91914  
SAN DIEGO COUNTY

ISSUE DATE: 07/30/12

SUBJECT: 100% ZONING

REVISIONS

REV	DATE	DESCRIPTION	INITIAL
1	07/30/12	ISSUED FOR 100% ZONING	SS

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

DESIGNER:

SHEET TITLE: ENLARGED SITE PLAN

SHEET NUMBER: A-2

REVISION: 1

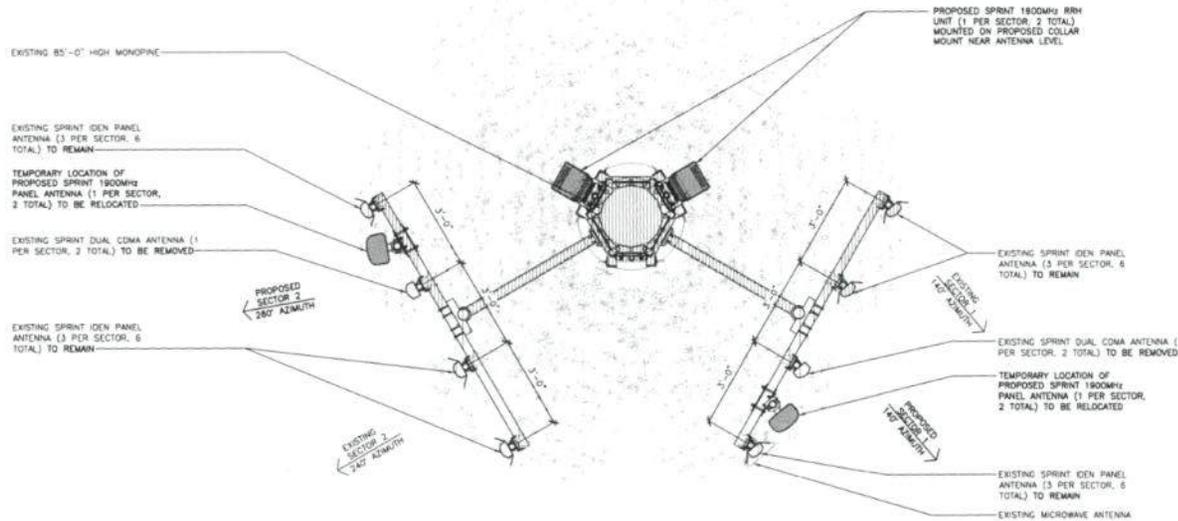
24"x36" SCALE: 1" = 40'-0"  
11"x17" SCALE: 1" = 80'-0"

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

ENLARGED SITE PLAN 1

**NOTES TO CONTRACTOR:**

1. REMOVE ALL EXISTING SPRINT CDMA COAX AND ANTENNAS FROM SITE
2. ANTENNAS AND HARDWARE TO BE PAINTED TO MATCH EXISTING CONDITIONS
3. ANTENNA CLEARANCE AND MOUNTING TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION WITH FINAL ANTENNA SPECIFICATIONS, MOUNTING HARDWARE, AND BY DESIGN. ANTENNA PIPE MOUNT MODIFICATION MAY BE REQUIRED.



PROJECT INFORMATION

NETWORK: USION MIBUS-LALNKH

**CA7460 MIGUEL RANCH**

SD73XC009

525 HUNTE PARKWAY -B  
CHULA VISTA, CA 91914  
SAN DIEGO COUNTY

ISSUE DATE: 07/30/12

INCLUDED: 100% ZONING

REVISIONS			
REV	DATE	DESCRIPTION	INITIAL
1	07/30/12	ISSUED FOR 100% ZONING	SS

NOT FOR CONSTRUCTION UNLESS LABELLED AS CONSTRUCTION SET

SCALE:

SHEET TITLE: DURING ANTENNA PLAN

SHEET NUMBER: A-2A

REVISION: 1

DURING ANTENNA PLAN | 1







PROJECT INFORMATION:

NETWORK VISION MMBITS LAUNCH  
**CA7460 MIGUEL RANCH**  
 SD73XC009  
 525 HUNTE PARKWAY -B  
 CHULA VISTA, CA 91914  
 SAN DIEGO COUNTY

ISSUE DATE:  
 07/30/12

ISSUED FOR:  
 100% ZONING

REVISIONS			
REV	DATE	DESCRIPTION	INITIAL
1	07/30/12	ISSUED FOR 100% ZONING	SS

NOT FOR CONSTRUCTION UNLESS  
 LABELED AS CONSTRUCTION SET

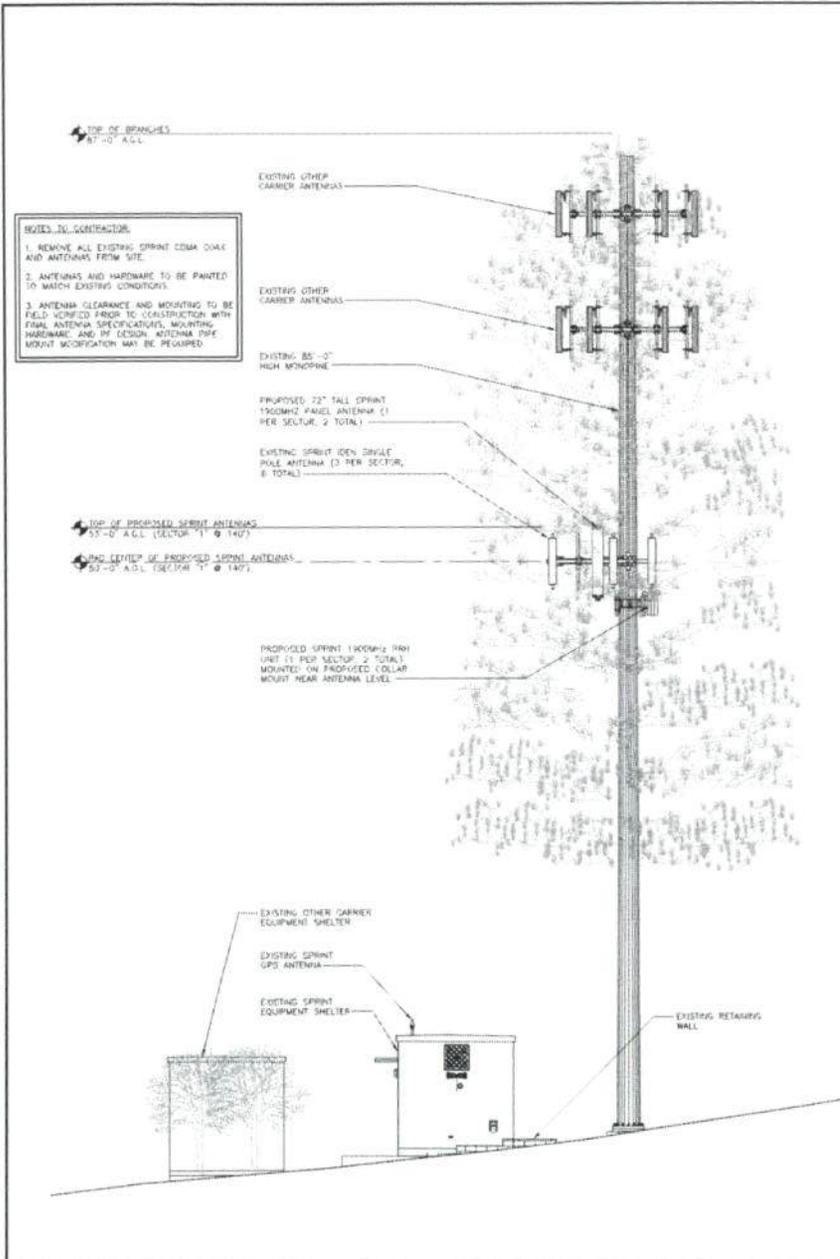
LICENSE:

SHEET TITLE:  
 PROPOSED NORTH AND EAST ELEVATIONS

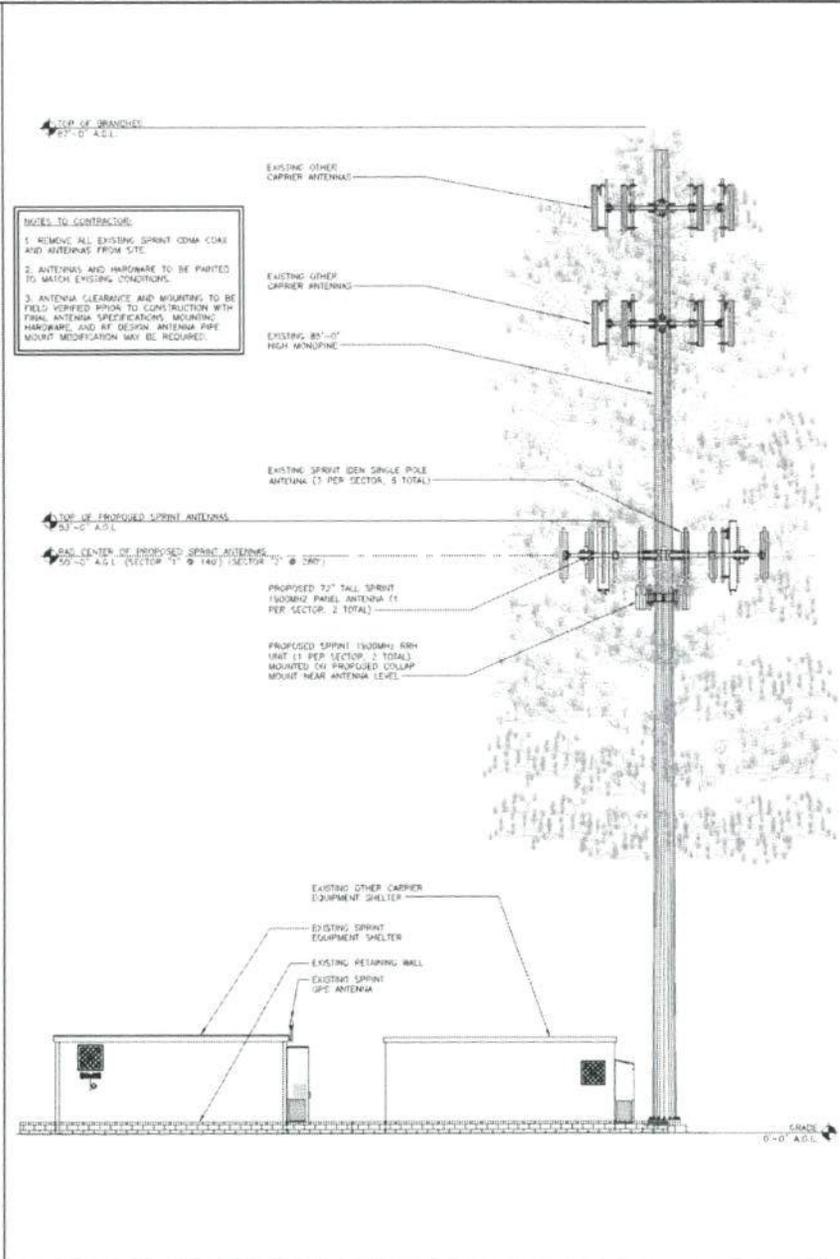
SHEET NUMBER:      REVISION

**A-5**

1



**NOTES TO CONTRACTOR:**  
 1. REMOVE ALL EXISTING SPRINT CDMA COAX AND ANTENNAS FROM SITE.  
 2. ANTENNAS AND HARDWARE TO BE PAINTED TO MATCH EXISTING CONDITIONS.  
 3. ANTENNA CLEARANCE AND MOUNTING TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION WITH FINAL ANTENNA SPECIFICATIONS, MOUNTING HARDWARE AND, IN DESIGN, ANTENNA PIPE MOUNT MODIFICATION MAY BE REQUIRED.



**NOTES TO CONTRACTOR:**  
 1. REMOVE ALL EXISTING SPRINT CDMA COAX AND ANTENNAS FROM SITE.  
 2. ANTENNAS AND HARDWARE TO BE PAINTED TO MATCH EXISTING CONDITIONS.  
 3. ANTENNA CLEARANCE AND MOUNTING TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION WITH FINAL ANTENNA SPECIFICATIONS, MOUNTING HARDWARE AND, IN DESIGN, ANTENNA PIPE MOUNT MODIFICATION MAY BE REQUIRED.

24'-0\"/>

24'-0\"/>

# AGENDA ITEM 4



## STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	October 2, 2013
SUBMITTED BY:	Jose Martinez, Utility Services Manager	PROJECT:	DIV. NO. All
APPROVED BY:	<input checked="" type="checkbox"/> Pedro Porras, Chief, Water Operations <input checked="" type="checkbox"/> German Alvarez, Asst. General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	Approval to Purchase a Replacement Backhoe		

### **GENERAL MANAGER'S RECOMMENDATION:**

That the Board authorize the General Manager to: 1) Issue a purchase order to RDO Equipment Company Inc. in the amount of \$94,159.12 for the purchase of one (1) John Deere Backhoe and, 2) declare the oldest John Deere Backhoe surplus.

### **COMMITTEE ACTION:**

Please see Attachment "A".

### **PURPOSE:**

To obtain Board authorization to purchase a John Deere Backhoe.

### **ANALYSIS:**

Included in the approved FY 2014 budget is one (1) new Backhoe. The Backhoe is a replacement scheduled to be utilized by the Utility Maintenance Staff.

Currently, the District's essential equipment includes six (6) backhoes, the oldest being unit #2280, a model year 1988 310C John Deere Backhoe. Due to the age of this machine this unit is to be replaced with a new one. Funding for this purchase has been included in the CIP P2286.

Based on system operation evaluations of work flow history by Construction/Maintenance supervision and management, it is recommended that one (1) new John Deere model 310 Backhoe be purchased and the older John Deere Backhoe be declared surplus. Staff evaluated alternative manufacturers and obtained recent pricing paid by other agencies for comparable units. Based on the information obtained it was determined there was no cost benefit to introducing an alternative manufacturer. With the remaining five (5) backhoes also being John Deere, the proposed backhoe would provide consistency for operations and maintenance purposes, mitigate the need to obtain additional training and represents the best value to the District.

It should be noted that the existing backhoe is 25 years old. This replacement activity will also noticeably reduce the District's Diesel emissions output. Purchase price before taxes includes John Deere Backhoe \$87,177.89 and a total purchase price of \$94,159.12 after taxes.

In accordance with District policy, bids were solicited for the backhoe. Three (3) bids were received. Prices received include all applicable fees and taxes and delivery.

Dealer	Bid	Bid Price
RDO Equipment Company	2013 John Deere 310SK	\$94,159.12
Blaine Equipment Company	2013 John Deere 310SK	\$146,653.29
Coastline Equipment	2013 John Deere 310SK	\$135,541.39

**FISCAL IMPACT:**  Joe Beachem, Chief Financial Officer

Projected purchase budget for this vehicle is \$117,000. The purchase of this vehicle will cost \$94,159.12 which will be charged against the Field Equipment Capital Purchases CIP P2286. The total cost in this account will not exceed budgeted funding.

The total FY14 project budget for CIP P2866 Field Equipment Capital Purchases is \$149,000. Existing expenditures and current encumbrances for the CIP, including the vehicle purchased under this request if approved, are \$126,159.12.

Based on the Utility Service Manager's evaluation, the CIP 2286 budget is sufficient to complete the budgeted purchase.

The Finance Department has determined that 100% of the funds are available in the replacement fund.

Expenditure Summary:

CIP 2286 FY14 Field Equipment Budget:	<b>\$149,000.00</b>
Proposed Equipment Purchase: Backhoe	\$94,159.12
Proposed Replacement Equipment Trailer	32,000.00
Total Projected Expenditures of Equipment Replacements FY14, P2286 Budget:	\$126,159.12

**STRATEGIC GOAL:**

Operate the system to meet demand twenty-four hours a day, seven days a week.

**LEGAL IMPACT:**

None.

Attachment "A", Committee Action



## ATTACHMENT A

<b>SUBJECT/PROJECT:</b>	Approval to Purchase a Replacement Backhoe
-------------------------	--

### **COMMITTEE ACTION:**

The Finance, Administration and Communications Committee met on September 17, 2013 and supported staffs' recommendation.

### **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.

# AGENDA ITEM 5



## STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	October 2, 2013
		PROJECT:	DIV. NO. ALL
SUBMITTED BY:	Kelli Williamson Human Resources Manager		
APPROVED BY:	<input checked="" type="checkbox"/> Rom Sarno, Chief of Administrative Services <input checked="" type="checkbox"/> German Alvarez, Assistant General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	ADOPT RESOLUTION #4218 TO REVISE THE EMPLOYMENT OR TERMINATION OF EMPLOYMENT OF DISTRICT PERSONNEL POLICY (BOARD POLICY #12) AND RECRUITMENT, SELECTION, AND EMPLOYMENT POLICY (BOARD POLICY #24)		

**GENERAL MANAGER'S RECOMMENDATION:**

That the Board adopt Resolution #4218 to revise the following District policies:

- Employment or Termination of Employment of District Personnel Policy (Board Policy #12); and
- Recruitment, Selection, and Employment Policy (Board Policy #24)

**COMMITTEE ACTION:**

Please see "Attachment A".

**PURPOSE:**

To request that the Board adopt Resolution #4218 (Attachment B) and approve revisions to the following two (2) District policies: Employment or Termination of Employment of District Personnel Policy (Board Policy #12) and Recruitment, Selection, and Employment Policy (Board Policy #24) (Attachments B1 and B2).

**ANALYSIS:**

Consistent with the District's Strategic Plan, the District regularly reviews policies and procedures to ensure they are streamlined and are clear and consistent with applicable laws.

Employment or Termination of Employment of District Personnel (Board Policy #12)

After review and consultation with General Counsel, District staff is recommending minor revisions to the attached policy to provide clarification for employees as to their employment status. The revisions reference the "at-will" employment status of District employees to reflect and be consistent with State law. This employment status is set by the legislature and cannot be changed by Board Policy or Memorandum of Understanding.

Recruitment, Selection and Employment Policy (Board Policy #24)

The Recruitment, Selection and Employment Policy was also updated to reflect the same changes made to the Employment or Termination of Employment of District Personnel Policy to be consistent. The Recruitment and Selection process of the District will not change.

Because these policies are not subject to meet and confer with the Otoy Water District Employees Association (OWDEA), it is recommended to forward the policies to the OWDEA as an informational item after the Finance, Administration, and Communications Committee meeting.

Based on the above, it is requested that the Board of Directors adopt Resolution #4218 in support of the proposed revisions.

**FISCAL IMPACT:**             Joe Beachem, Chief Financial Officer

None.

**STRATEGIC GOAL:**

Optimize the District's Operating Efficiency.

**LEGAL IMPACT:**

None.

- Attachments:    Attachment A    - Committee Action Report
- Attachment B    - Resolution #4218
- Attachment B1 - Strike-Thru Copy -- Employment or Termination of Employment of District Personnel Policy (Board Policy #12)

- Attachment B2 - Strike-Thru Copy -- Recruitment,  
Selection, and Employment Policy (Board  
Policy #24)
- Attachment C - Proposed Copy -- Employment or  
Termination of Employment of District  
Personnel Policy (Board Policy #12)
- Attachment D - Proposed Copy -- Recruitment,  
Selection, and Employment Policy (Board  
Policy #24)



## ATTACHMENT A

<b>SUBJECT/PROJECT:</b>	ADOPT RESOLUTION #4218 TO REVISE THE EMPLOYMENT OR TERMINATION OF EMPLOYMENT OF DISTRICT PERSONNEL POLICY (BOARD POLICY #12) AND RECRUITMENT, SELECTION, AND EMPLOYMENT POLICY (BOARD POLICY #24)
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### COMMITTEE ACTION:

The Finance, Administration, and Communications Committee met on September 17, 2013, to review this item. The Committee supported presenting to the full Board.

### 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.

RESOLUTION NO. 4218

RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE OTAY WATER DISTRICT TO  
REVISE DISTRICT POLICIES

**WHEREAS**, the Board of Directors of Otay Water District have established policies, procedures, ordinances, and resolutions for the efficient operation of the District; and

**WHEREAS**, it is the policy of the District to establish procedures to review policies, procedures, ordinances, and resolutions periodically to ensure they are current and relevant; and

**WHEREAS**, District staff has identified Board Policy #12, Employment or Termination of Employment of District Personnel Policy, and Board Policy #22, Recruitment, Selection, and Employment Policy, as requiring revisions as per the attached strike-through copies.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Otay Water District amends the Board Policies indicated above in the form presented to the Board at this meeting.

**PASSED, APPROVED AND ADOPTED** by the Board of Directors of the Otay Water District at a regular meeting held this 2<sup>nd</sup> of October, 2013.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

OTAY WATER DISTRICT  
BOARD OF DIRECTORS POLICY

Subject	Policy Number	Date Adopted	Date Revised
EMPLOYMENT OR TERMINATION OF EMPLOYMENT OF DISTRICT PERSONNEL	12	8/21/91	<del>7/2/03</del> 10/2/13

PURPOSE

To establish procedures for the employment or termination of executive, staff and other personnel.

BACKGROUND

Section 71340 of the California Water Code provides that the Board of Directors of Municipal Water Districts shall appoint the following personnel, who are designated as officers of the District: Secretary, Treasurer, Attorney, General Manager and Auditor. In addition, the Board may appoint a Deputy Secretary and a Deputy Treasurer. Each of such officers is to serve at the pleasure of the Board. Section 71341 of the California Water Code provides that the Board may appoint such additional assistants and employees~~7~~ as it deems necessary to operate the District. The essence of these provisions ~~are~~is set forth in Section 1.02 of the District Ordinances.

Section 71362 of the California Water Code provides that, subject to the approval of the Board of Directors, the General Manager shall have the authority to employ and discharge all employees and assistants, other than those referred to in Section 71340, at pleasure, and to prescribe their duties and fix their compensation. These provisions are set forth in Section 2.01 of the District Ordinances. All employment at the District is thus "at-will," pursuant to Section 71362, and both employees and the District have the right to terminate employment at any time, with or without advance notice, and with or without cause.

POLICY

In accordance with the above provisions, the District shall employ or terminate employment or termination of employment of District personnel ~~shall be made~~ as follows:

1. The employment or termination of personnel for the District position of General Manager, Secretary, Deputy Secretary, Treasurer, Deputy Treasurer, Attorney, Controller or Auditor, or the assistant or deputy to any of such positions, shall be made only by action of the Board of Directors.
2. The General Manager shall employ or terminate employment or termination of personnel for the District position of ~~Assistant~~General Manager ~~shall be made by the General Manager~~ provided that, prior to taking final action thereon, the General Manager shall notify the Board of Directors of his/her intention to ~~make such~~so employment or termination.

OTAY WATER DISTRICT  
**BOARD OF DIRECTORS POLICY**

Subject	Policy Number	Date Adopted	Date Revised
EMPLOYMENT OR TERMINATION OF EMPLOYMENT OF DISTRICT PERSONNEL	12	8/21/91	<del>7/2/03</del> <u>10/2/13</u>

3. The General Manager shall employ or terminate~~employment or termination of~~ personnel for all other District positions ~~shall be made by the General Manager.~~

OTAY WATER DISTRICT  
BOARD OF DIRECTORS POLICY

Subject	Policy Number	Date Adopted	Date Revised
RECRUITMENT, SELECTION, AND EMPLOYMENT POLICY	24	11/04/98	<a href="#">09/02/09</a> <a href="#">10/2/13</a>

### PURPOSE

It is the purpose of this policy to provide guidelines for the recruitment and selection of regular, student intern, temporary and/or contract employees.

### POLICY

It is the policy of the Otay Water District (“District”) to recruit and select the best qualified Applicants on the basis of job-related standards of experience, education, training, ability, and merit; to encourage members of the communities which we serve to apply for employment opportunities with the District; to encourage District employees to apply for positions for which they believe they qualify, to assure that qualified internal Applicants are given fair and adequate consideration; and to advance regular District employees when it is determined that they are the best qualified.

### EQUAL EMPLOYMENT OPPORTUNITY

The District is an equal opportunity employer. All employees and Applicants shall receive equal consideration and treatment. The District shall recruit, hire, and promote the best qualified individuals without regard to race, color, religion, sex ([including gender, pregnancy, childbirth, or related medical condition](#)), national origin, ancestry, age, physical or mental disability, medical condition, marital status, sexual orientation, or membership in any other “protected class” recognized by California or Federal law ~~or regulation~~.

### AUTHORITY OF THE GENERAL MANAGER [AND EMPLOYMENT AT WILL](#)

Section 2.01, of the ~~Otay Water~~ District’s Code of Ordinance provides that, pursuant to [Sections §71362 and §71363 of the California Water Code](#), the General Manager has the authority to manage and operate the affairs of the District. This authority includes the employment, discharging and fixing of compensation for all employees and assistants, except those referred to in [California Water Code Section §71340, at pleasure](#), and to prescribe their duties and promulgate specific rules and regulations for such employees and assistants. [All employment at the District is thus “at-will,” pursuant to Section 71362, and both employees and the District have a right to terminate employment at any time, with or without advance notice, and with or without cause.](#)

The General Manager’s authority also includes making ~~Appointments~~ [appointments](#) of temporary or contract employees needed to perform District work resulting from such matters as interim vacancies, peak workload, and special projects so long as he/she operates within Board-approved budgeted appropriation levels. Contract or Temporary Appointments are not subject to amount limits for agreements, contracts, or other documents as defined in [Section §2.01\(CE\) of the District’s Code of Ordinance](#), or to formal competition, selection and advertisement requirements identified herein.

### DEFINITIONS

OTAY WATER DISTRICT  
**BOARD OF DIRECTORS POLICY**

Subject	Policy Number	Date Adopted	Date Revised
RECRUITMENT, SELECTION, AND EMPLOYMENT POLICY	24	11/04/98	<a href="#">09/02/09</a> <a href="#">10/2/13</a>

- A. Applicant: A person applying for a position, including a District employee who seeks Appointment to a different position.
- B. Appointment: The employment of a person in a position, whether on a regular or temporary basis.
- C. Closed/Promotional Recruitment: A recruitment open only to qualified regular District employees, or open only to qualified regular District employees in a particular classification, unit or division.
- D. Conviction: Any sentence, suspended sentence, probation or other resolution followed by a verdict, plea (including a no contest plea) or other finding of guilt. [The term "Conviction," -as used herein, shall not include any conviction that has been otherwise exempted by law.](#)
- E. Eligible List: A list of qualified Applicants who remain eligible for consideration for a position.
- F. Employment Announcement: A formal notice by the District of an employment opportunity.
- G. Open/Competitive Recruitment: A recruitment open to all interested qualified Applicants.
- H. Promulgation: The date Human Resources certifies the list of eligible Applicants for consideration.
- I. Qualified Applicant: An Applicant who has passed all elements of the selection process, would be at least 18 years old at the time of Appointment and remains eligible for Appointment.
- J. Recruitment and Selection Plan: A planned process to establish an adequate pool of qualified Applicants which shall consist of an open/competitive or a Closed/Promotional Recruitment.
- K. Regular Appointment: An Appointment to a regular authorized position with benefits.
- L. Regular Vacancy: A vacancy in an authorized position.
- M. [Student Intern: An employee who is currently enrolled at or near full-time status as a student in an accredited community college, college, or university in an undergraduate or graduate program in good academic standing.](#)
- N. Temporary Appointment: An Appointment made for a specific duration, generally not to exceed one year. Temporary Appointments may be exempt from the formal Recruitment and Selection Plan.

OTAY WATER DISTRICT  
**BOARD OF DIRECTORS POLICY**

Subject	Policy Number	Date Adopted	Date Revised
RECRUITMENT, SELECTION, AND EMPLOYMENT POLICY	24	11/04/98	<a href="#">09/02/09</a> <a href="#">10/2/13</a>

RECRUITMENT AND SELECTION [PLAN PROCESS](#)

All Regular Vacancies shall be filled through an Open/Competitive Recruitment and Selection Plan unless otherwise approved by the General Manager. This is consistent with best practice and expected to maximize community participation, competition, diversity, and the number of highly qualified Applicants available for consideration for employment. However, the General Manager may authorize a Closed/Promotional Recruitment and Selection Plan given the requirements of the position and the quality of the internal Applicant pool.

All Applicants for regular positions shall submit to the same Recruitment and Selection Plan for that position. The General Manager may approve revising the Recruitment and Selection Plan in order to better meet the needs of the District.

A. Notice of Employment Opportunities

Human Resources shall post employment opportunities for Regular Vacancies consistent with the approved Recruitment and Selection Plan.

The Employment Announcement shall include the following:

1. Classification Title
2. Salary Rate and/or Range
3. Essential Functions
4. [Minimum Required Qualifications](#)
5. [Selection/Examination Plan Skills Exam](#)
6. Application Filing Instructions
7. Equal Employment Opportunity Employer Statement

B. Disqualification of Applicants

Applicants may be disqualified at any time during the process for any of the following reasons:

1. The Applicant is found to lack any of the minimum job requirements established for the position.
2. The Applicant has made a false statement of material fact in the application or has committed fraud or deception in the selection process or in securing eligibility for Appointment.
3. The Applicant has a history of less than satisfactory employment.
4. The Applicant uses or attempts to use any personal or political influence to further eligibility.

OTAY WATER DISTRICT  
**BOARD OF DIRECTORS POLICY**

Subject	Policy Number	Date Adopted	Date Revised
RECRUITMENT, SELECTION, AND EMPLOYMENT POLICY	24	11/04/98	<del>09/02/09</del> 10/2/13

5. The Applicant has without authorization directly or indirectly obtained information regarding examinations.
6. The Applicant fails to submit his or her application ~~correctly~~ in compliance with articulated guidelines or within the prescribed time limits.
7. The Applicant has taken part in the compilation, administration, or correction of the examinations for the position for which he/she is an Applicant.
8. Any other reason deemed by the General Manager to protect the best interests of the District.

C. Examination Content

The Recruitment and Selection Plan shall be job-related in order to determine the ability of Applicants to perform the duties of the job classification. The plan may provide for one or more of the following types of examinations:

1. Review of Employment Application and/or Required Supplementary Material(s);
2. Written Examination;
3. Physical Agility and/or Performance Skill Examination; or
4. Oral Interview.

D. Eligible Lists

Eligible Lists may be maintained to fill current and future vacancies. The Eligible List ~~may~~ will be valid for up to twelve (12) months from Date of Promulgation. Human Resources may pull Applicants from any Eligible List in lieu of posting a position or to augment the Applicant pool for other similar classifications with related skills and abilities.

E. Conditions of Appointment

Once an Applicant is determined to be the best qualified, but prior to Appointment, the Applicant shall meet and agree to the terms and conditions of employment specified for a particular position. Failure of such pre-employment examinations may cause the Applicant to be disqualified for employment. Conditions of employment may include, but are not limited to the following:

1. Physical Fitness/Medical Examination;
2. Drug/Alcohol Screening;
3. Verification of lawful work status under Immigration rules; and
4. Verification of employment, education, certificates, licenses, driving, and criminal history including fingerprinting.

F. Evaluation of Criminal Conviction Information

OTAY WATER DISTRICT  
**BOARD OF DIRECTORS POLICY**

Subject	Policy Number	Date Adopted	Date Revised
RECRUITMENT, SELECTION, AND EMPLOYMENT POLICY	24	11/04/98	<a href="#">09/02/09</a> <a href="#">10/2/13</a>

Upon receipt of the [C](#)riminal Conviction information, the District shall determine if the information shall disqualify the Applicant. There shall be an automatic disqualification for employment for any of the following:

- a. Any felony Conviction;
- b. Any misdemeanor Conviction within one year preceding the date of application for any offense(s) considered to be crimes of moral turpitude by any court of the state, and/or crimes involving, firearms, explosives, violence, dishonesty and/or requiring registration under Penal Code §290; [or](#)
- c. [Intentionally failing to disclose a prior Conviction of any type, unless said Conviction has been otherwise exempted by law.](#)

**OTAY WATER DISTRICT  
BOARD OF DIRECTORS POLICY**

Subject	Policy Number	Date Adopted	Date Revised
EMPLOYMENT OR TERMINATION OF EMPLOYMENT OF DISTRICT PERSONNEL	12	8/21/91	10/2/13

PURPOSE

To establish procedures for the employment or termination of executive, staff and other personnel.

BACKGROUND

Section 71340 of the California Water Code provides that the Board of Directors of Municipal Water Districts shall appoint the following personnel, who are designated as officers of the District: Secretary, Treasurer, Attorney, General Manager and Auditor. In addition, the Board may appoint a Deputy Secretary and a Deputy Treasurer. Each of such officers is to serve at the pleasure of the Board. Section 71341 of the California Water Code provides that the Board may appoint such additional assistants and employees as it deems necessary to operate the District. The essence of these provisions is set forth in Section 1.02 of the District Ordinances.

Section 71362 of the California Water Code provides that, subject to the approval of the Board of Directors, the General Manager shall have the authority to employ and discharge all employees and assistants, other than those referred to in Section 71340, at pleasure, and to prescribe their duties and fix their compensation. These provisions are set forth in Section 2.01 of the District Ordinances. All employment at the District is thus "at-will," pursuant to Section 71362, and both employees and the District have the right to terminate employment at any time, with or without advance notice, and with or without cause.

POLICY

In accordance with the above provisions, the District shall employ or terminate District personnel as follows:

1. The employment or termination of personnel for the District position of General Manager, Secretary, Deputy Secretary, Treasurer, Deputy Treasurer, Attorney, Controller or Auditor, or the assistant or deputy to any of such positions, shall be made only by action of the Board of Directors.
2. The General Manager shall employ or terminate personnel for the District position of Assistant General Manager provided that, prior to taking final action thereon, the General Manager shall notify the Board of Directors of his/her intention to so employ or terminate.
3. The General Manager shall employ or terminate personnel for all other District positions.

OTAY WATER DISTRICT  
**BOARD OF DIRECTORS POLICY**

Subject	Policy Number	Date Adopted	Date Revised
RECRUITMENT, SELECTION, AND EMPLOYMENT POLICY	24	11/04/98	10/2/13

PURPOSE

It is the purpose of this policy to provide guidelines for the recruitment and selection of regular, student intern, temporary and/or contract employees.

POLICY

It is the policy of the Otay Water District ("District") to recruit and select the best qualified Applicants on the basis of job-related standards of experience, education, training, ability, and merit; to encourage members of the communities which we serve to apply for employment opportunities with the District; to encourage District employees to apply for positions for which they believe they qualify, to assure that qualified internal Applicants are given fair and adequate consideration; and to advance regular District employees when it is determined that they are the best qualified.

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AUTHORITY OF THE GENERAL MANAGER AND EMPLOYMENT AT WILL

Section 2.01 of the District's Code of Ordinance provides that, pursuant to Sections 71362 and 71363 of the California Water Code, the General Manager has the authority to manage and operate the affairs of the District. This authority includes the employment, discharging and fixing of compensation for all employees and assistants, except those referred to in California Water Code Section 71340, at pleasure, and to prescribe their duties and promulgate specific rules and regulations for such employees and assistants. All employment at the District is thus "at-will," pursuant to Section 71362, and both employees and the District have a right to terminate employment at any time, with or without advance notice, and with or without cause.

The General Manager's authority also includes making appointments of temporary or contract employees needed to perform District work resulting from such matters as interim vacancies, peak workload, and special projects so long as he/she operates within Board-approved budgeted appropriation levels. Contract or Temporary Appointments are not subject to amount limits for agreements, contracts, or other documents as defined in Section 2.01(E) of the District's Code of Ordinance, or to formal competition, selection and advertisement requirements identified herein.

OTAY WATER DISTRICT  
**BOARD OF DIRECTORS POLICY**

Subject	Policy Number	Date Adopted	Date Revised
RECRUITMENT, SELECTION, AND EMPLOYMENT POLICY	24	11/04/98	10/2/13

**DEFINITIONS**

- A. Applicant: A person applying for a position, including a District employee who seeks Appointment to a different position.
- B. Appointment: The employment of a person in a position, whether on a regular or temporary basis.
- C. Closed/Promotional Recruitment: A recruitment open only to qualified regular District employees, or open only to qualified regular District employees in a particular classification, unit or division.
- D. Conviction: Any sentence, suspended sentence, probation or other resolution followed by a verdict, plea (including a no contest plea) or other finding of guilt. The term "Conviction," as used herein, shall not include any conviction that has been otherwise exempted by law.
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- N. Temporary Appointment: An Appointment made for a specific duration, generally not to exceed one year. Temporary Appointments may be exempt from the formal Recruitment and Selection Plan.

OTAY WATER DISTRICT  
**BOARD OF DIRECTORS POLICY**

Subject	Policy Number	Date Adopted	Date Revised
RECRUITMENT, SELECTION, AND EMPLOYMENT POLICY	24	11/04/98	10/2/13

RECRUITMENT AND SELECTION PLAN

All Regular Vacancies shall be filled through an Open/Competitive Recruitment and Selection Plan unless otherwise approved by the General Manager. This is consistent with best practice and expected to maximize community participation, competition, diversity, and the number of highly qualified Applicants available for consideration for employment. However, the General Manager may authorize a Closed/Promotional Recruitment and Selection Plan given the requirements of the position and the quality of the internal Applicant pool.

All Applicants for regular positions shall submit to the same Recruitment and Selection Plan for that position. The General Manager may approve revising the Recruitment and Selection Plan in order to better meet the needs of the District.

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The Employment Announcement shall include the following:

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2. Salary Rate and/or Range
3. Essential Functions
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6. Application Filing Instructions
7. Equal Employment Opportunity Employer Statement

B. Disqualification of Applicants

Applicants may be disqualified at any time during the process for any of the following reasons:

1. The Applicant is found to lack any of the minimum job requirements established for the position.
2. The Applicant has made a false statement of material fact in the application or has committed fraud or deception in the selection process or in securing eligibility for Appointment.
3. The Applicant has a history of less than satisfactory employment.
4. The Applicant uses or attempts to use any personal or political influence to further eligibility.
5. The Applicant has without authorization directly or indirectly obtained information regarding examinations.
6. The Applicant fails to submit his or her application in compliance with articulated guidelines or within the prescribed time limits.

OTAY WATER DISTRICT  
**BOARD OF DIRECTORS POLICY**

Subject	Policy Number	Date Adopted	Date Revised
RECRUITMENT, SELECTION, AND EMPLOYMENT POLICY	24	11/04/98	10/2/13

7. The Applicant has taken part in the compilation, administration, or correction of the examinations for the position for which he/she is an Applicant.
8. Any other reason deemed by the General Manager to protect the best interests of the District.

**C. Examination Content**

The Recruitment and Selection Plan shall be job-related in order to determine the ability of Applicants to perform the duties of the job classification. The plan may provide for one or more of the following types of examinations:

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2. Written Examination;
3. Physical Agility and/or Performance Skill Examination; or
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**D. Eligible Lists**

Eligible Lists may be maintained to fill current and future vacancies. The Eligible List will be valid for up to twelve (12) months from Date of Promulgation. Human Resources may pull Applicants from any Eligible List in lieu of posting a position or to augment the Applicant pool for other similar classifications with related skills and abilities.

**E. Conditions of Appointment**

Once an Applicant is determined to be the best qualified, but prior to Appointment, the Applicant shall meet and agree to the terms and conditions of employment specified for a particular position. Failure of such pre-employment examinations may cause the Applicant to be disqualified for employment. Conditions of employment may include, but are not limited to the following:

1. Physical Fitness/Medical Examination;
2. Drug/Alcohol Screening;
3. Verification of lawful work status under Immigration rules; and
4. Verification of employment, education, certificates, licenses, driving, and criminal history including fingerprinting.

**F. Evaluation of Criminal Conviction Information**

Upon receipt of the Criminal Conviction information, the District shall determine if the information shall disqualify the Applicant. There shall be an automatic disqualification for employment for any of the following:

- a. Any felony Conviction;

OTAY WATER DISTRICT  
**BOARD OF DIRECTORS POLICY**

Subject	Policy Number	Date Adopted	Date Revised
RECRUITMENT, SELECTION, AND EMPLOYMENT POLICY	24	11/04/98	10/2/13

- b. Any misdemeanor Conviction within one year preceding the date of application for any offense(s) considered to be crimes of moral turpitude by any court of the state, and/or crimes involving, firearms, explosives, violence, dishonesty and/or requiring registration under Penal Code §290; or
- c. Intentionally failing to disclose a prior Conviction of any type, unless said Conviction has been otherwise exempted by law.

# AGENDA ITEM 6



## STAFF REPORT

TYPE MEETING:	Regular Board Meeting	MEETING DATE:	October 2, 2013
SUBMITTED BY:	Marissa Dychitan, Senior Accountant	PROJECT:	DIV.NO. All
APPROVED BY: (Chief)	<input checked="" type="checkbox"/> Kevin K. Koeppen, Finance Manager <input checked="" type="checkbox"/> Joseph R. Beachem, Chief Financial Officer <input checked="" type="checkbox"/> German Alvarez, Assistant General Manager		
SUBJECT:	Adjust the Wheeling Rate for the Delivery of Treaty Waters to Mexico to \$64.14 for Calendar Year 2014		

### **GENERAL MANAGER'S RECOMMENDATION:**

That the Board authorize the General Manager to adjust the wheeling rate for the delivery of Treaty Waters to Mexico to \$64.14 for Calendar Year 2014.

### **COMMITTEE ACTION:** \_\_\_\_\_

See Attachment A.

### **BACKGROUND:**

The calculation of the wheeling rate for temporary emergency water deliveries to Mexico is performed on an annual basis. Any changes to the rate shall be approved by the District's Board of Directors. This is the fourth consecutive adjustment under the current contract.

Under terms and conditions of the current contract, which was originally executed in 2003 and subsequently extended via amendment No. 1 in 2008, the District's pricing for energy and Operations and Maintenance (O&M) costs attributable to water delivered to Mexico is due no later than 45 days prior to the start of each calendar year (CY) and will remain constant for the calendar year. To meet this required timing and adjust the rate effective January 1, 2014, the Board's approval of the new rate is due to the United States Commissioner no later than November 16, 2013.

The District's contract to deliver water to Mexico is currently in effect through November 9, 2013. On September 5, 2013 the District received a request from CWA for notification as to the District's willingness to consider extending the contract of emergency water

delivery to Mexico. Staff is drafting a response to CWA's inquiry regarding the District's willingness to consider extending the contract. Staff is anticipating that a second amendment extending the existing contract will be forthcoming and is submitting this recommendation of adjustment to the wheeling rate in accordance with the current terms and conditions.

Deliveries of water to Mexico are based on a purchase schedule provided by Mexico to the United States Commissioner on a calendar year basis, and each year's deliveries are priced based on the most current calculation of prior fiscal years' costs. On October 9, 2012, staff presented the results of their review and the Board approved a rate for CY 2013 of \$58.14 per acre-foot. The \$6.00 (10.3%) year-over-year increase is primarily due to increasing SDG&E costs, which account for \$5.74 or 95% of the total rate increase. The increase in SDG&E costs is a result of four 2.5% rate increases that SDG&E intends to charge the District during Fiscal 2014. The remaining \$.26 increase is due to minor increases in operational and maintenance costs.

**ANALYSIS:**

Water is pumped to the Mexico connection from the District's 870-1 Pump Station, which also pumps water to the District's 870-1 Reservoir in the Otay Mesa area. There are a total of 4 energy bills (SDG&E) attributable to the pump station and these bills are used in the calculations for the energy portion of the rate the District charges Mexico. The water volumes pumped to both Mexico and the reservoir are added together, and the energy costs for Mexico are allocated based on the respective percentage of the total water volume. Similarly, maintenance costs for the District's distribution infrastructure from CWA to the Mexico border connection are computed based on Mexico's percentage of the total water volume pumped through that portion of the District's infrastructure. The energy costs are then added to the maintenance and repair costs and expressed as an overall rate per acre-foot.

Based on the methodology described above, staff has recalculated the "unit payment due OWD for delivery charges and other expenses (\$/acre-foot)" to be used by the San Diego County Water Authority (CWA) on their monthly billing invoices to Mexico for water deliveries. Effective January 1, 2014, the proposed rate is \$64.14 per acre-foot.

**FISCAL IMPACT:** \_\_\_\_\_

This adjustment maintains the District in a projected cost neutral position.

**STRATEGIC OUTLOOK:**

Strengthen the long-term financial plan.

**LEGAL IMPACT:** \_\_\_\_\_

None.

\_\_\_\_\_  
**General Manager**

Attachments:

- A) Committee Action Form



## ATTACHMENT A

<b>SUBJECT/PROJECT:</b>	Adjust the Wheeling Rate for the Delivery of Treaty Waters to Mexico to \$64.14 for Calendar Year 2013
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### **COMMITTEE ACTION:**

That the Finance, Administration and Communications Committee recommend that the Board authorize the General Manager to adjust the wheeling rate for the delivery of Treaty Waters to Mexico to \$64.14 for Calendar Year 2014.

### **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.

# AGENDA ITEM 8



## STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	October 2, 2013
		PROJECT:	Various DIV.NO. ALL
SUBMITTED BY:	Geoffrey Stevens, Chief Information Officer		
APPROVED BY:	<input checked="" type="checkbox"/> German Alvarez, Assistant General Manager <input checked="" type="checkbox"/> Mark Watton, General Manager		
SUBJECT:	INFORMATIONAL ITEM - FY 2013 YEAR-END STRATEGIC PLAN AND PERFORMANCE MEASURES REPORT		

### **GENERAL MANAGER'S RECOMMENDATION:**

No recommendation. This is an informational item only.

### **COMMITTEE ACTION:**

See "Attachment A".

### **PURPOSE:**

To provide a fiscal year-end report on the District's Strategic Performance Plan for FY 2013.

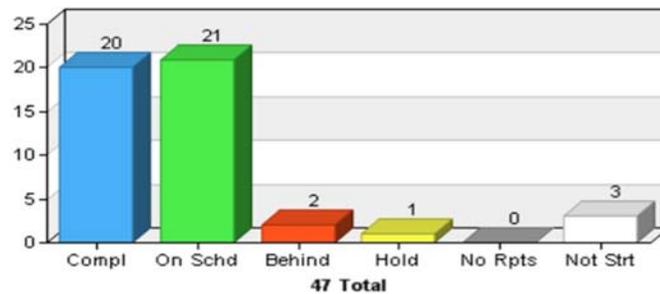
### **ANALYSIS:**

The District has completed the second year of the three year Strategic Plan for Fiscal Years 2012-2014. Overall, results for both the Strategic Objectives and the Performance Measures exceeded the targets of 90% and 75% respectively.

## Strategic Plan Objectives

Strategic Plan Objectives are designed to ensure staff is making the appropriate high-level changes necessary to move the agency in the planned direction to meet new challenges and opportunities. Objective results were on target at 95% complete, ahead or on schedule. These results are slightly higher than the previous year. Two (2) items are behind but being addressed. Four (4) items are excluded from the statistic because they are either "on hold" or did not begin until FY 14.

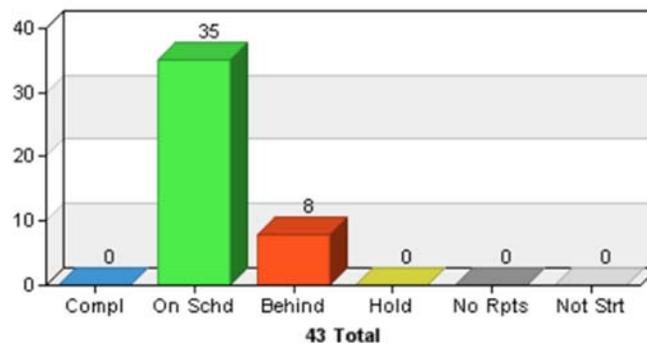
### **95% of Strategic Plan Objectives (41 of 43) Completed or On Schedule**



## Performance Measures

Performance measures are designed to track the day-to-day performance of the District. These items measure the effectiveness and efficiency of the daily operations and, where possible, staff utilizes the AWWA QualServe Benchmarks as the basis for comparison. The overall goal is that at least 75% of these measures be rated "on target". Year-end FY 2013 District results also exceed the goal with 35 of 43 (81%) items achieving the desired level or better.

### **81% of Performance Measures (35 of 43) On or Above Target**



**Next Steps**

Staff is beginning to prepare the FY 15-17 Strategic Plan to be presented with the FY 15 Budget early next year. Every three (3) years the District is committed to taking a more in-depth look at the strategic issues we face and revising the major elements of the plan, including a review of the mission, vision, and goals. To accomplish this, staff will review current research on the industry and industry trends, as well as meet with staff to review the plan and obtain their comments and suggestions.

**Committee Reports - Slideshow**

The Strategic Plan results are presented to both the Finance, Administration, and Communications Committee and the Engineering, Operations, and Water Resources Committee with a specific focus on the most relevant information for each Committee.

**Strategic Plan Available to Board from the Internet**

All of the strategic plan results and associated details are provided in a real time, interactive web-based application available to the Board through a VPN connection available from the District Secretary.

**FISCAL IMPACT:**             Joe Beachem, Chief Financial Officer

Informational item only, no fiscal impact.

**STRATEGIC GOAL:**

Strategic Plan and Performance Measures reporting is a critical element in providing performance reporting to the Board and staff.

**LEGAL IMPACT:**

N/A.

Attachments:            Attachment A - Committee Action Report  
                                 Attachment B - PowerPoint Presentation



## ATTACHMENT A

<b>SUBJECT/PROJECT:</b>	INFORMATIONAL ITEM - FY 2013 YEAR-END STRATEGIC PLAN AND PERFORMANCE MEASURES REPORT
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### **COMMITTEE ACTION:**

The Finance, Administration, and Communications Committee and the Engineering, Operations and Water Resources Committee met on September 17 and 23, 2013, respectively. Both Committees supported presentation to the full Board.

### **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.



# Otay Water District Strategic Performance Plan

**FY 2013 Year-End Report**



# Introduction

- We are in the tenth year of strategic plan.
- Overall plan is A three year plan FY 2012-2014.
- Report to board twice per year .
- This report is for year end 2013.
  - A - Plan reports on strategic objectives .
    - Those projects / tasks necessary to position Otay for change.
    - Summary level report on balance scorecard.
  - B - Plan reports on performance measures.
    - Specific measures of daily performance of critical activities (QualServe based when applicable).

# A. Strategic Plan Objectives

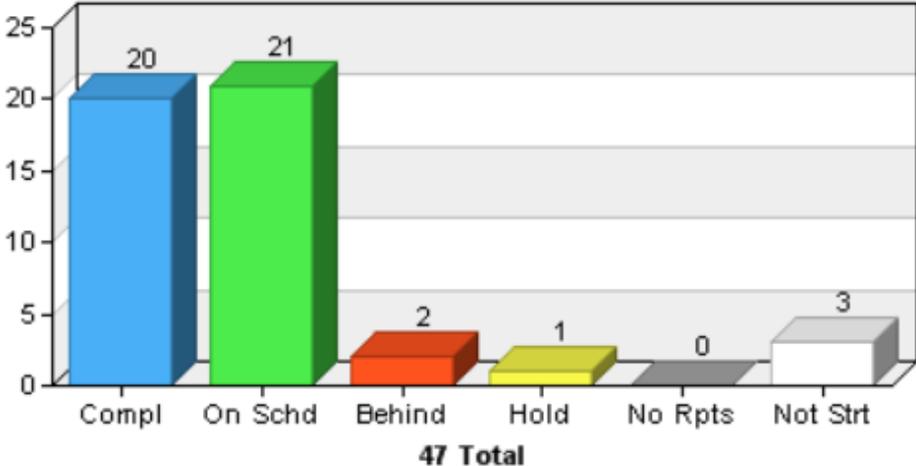


- Overall Results
- Breakdown By “Balanced Scorecard”
- Designed to Ensure Broad Focus to Strategic Plan
- Align Goals / Objectives with Four Key Dimensions
  - Customer
  - Finance
  - Business Process
  - Learning and Growth

# Results for FY2013 Year End

## Strategic Objectives

41 of 43 objectives complete, ahead or on target (95%)  
Target is 90%



# Balanced Scorecard Perspective

- Industry Best Practice (Kaplan and Norton HBS)
- Designed to Ensure Broad Focus to Strategic Plan
- Align Goals / Objectives with Four Key Dimensions



# Customer

- Deliver high quality services to meet customer needs, and increase confidence of the customer in the value the District provides.
  - Maximize our Customer Satisfaction by expanding and improving communications
    - Enhance communications with customers using our new phone system
    - Regularly produce and evaluate communications tools and explore the effective use of new media options including: electronic newsletters, auto-dialer services, video stream
    - Continue promoting the Water Conservation Garden as a venue for new homeowners, developers, businesses and existing homeowners
    - Increase customers employing on-line bill payment
    - Increase conservation related communications by expanding web-based information

# Financial

- Provide enhanced value by directing and managing the financial issues that are critical to the District.
  - Improve Financial Information and Billing Systems
    - Strengthen the long-term financial plan
    - Develop Water and Sewer Capacity Fees for Expansion
    - Re-negotiate the South Bay Water Reclamation Plant (SBWRP) Recycled Water Supply with the City of San Diego
    - Evaluate the feasibility of replacing the existing customer information system or migrating to the new version of the Eden software
    - Streamline requisition and purchasing procedures
    - Improve financial planning and communication regarding the expenditure of District funds

# Business Process

- Improve business functionality by constantly improving the efficiency and effectiveness of important processes.
  - Actively Manage Water Supply and Demand
    - Prepare and implement a Wastewater Management Plan
    - Implement the recommendations within the Integrated Water Resources Plan (IRP) to acquire alternative and/or additional potable and recycled water supplies and resource reliability
    - Continue working with the City of Chula Vista (City) for the possible development of a MBR Plant and for a potential agreement with the City for recycled water supplies from the MBR Plant
    - Work with the District's largest potable water customers to convert landscape and interior water use to recycled water where fiscally feasible and safe
    - Ensure best practices are followed in meeting the 20 by 2020 conservation targets including reclassification of industrial and commercial customers
    - Educate and work with local agencies and others to influence developers, builders, and to incorporate practical water efficient practices in new construction

# Business Process (*Continued*)

- Identify and implement improvements to the following business processes
  - Strengthen CIP planning, budgeting, and cost tracking processes
  - Implement a water loss management program
  - Streamline Accounts Payable business processes
  - Develop complete Asset Management Program
  - Enhance security processes and planning
  - Update the District's National Incident Management System (NIMS) Emergency Management
  - Update the District-wide Records Management program
  - Improve and streamline meter related processes
  - Implement GIS-centric work order system
  - Streamline Inventory procedures
  - Complete valve exercising program business processes
  - Evaluate opportunities to combine or transfer similar work functions

# Business Process (*Continued*)

- Develop and implement large meter vault retrofit programs
- Develop large and small meter test bench strategy
- Replace SCADA software system
- Improve the operating cost and efficiency of data center and network services
- Streamline Finance business processes
- Develop data collection and condition assessment for collection system facilities
- Develop data collection and condition assessment for potable system facilities
- Develop gen-set load bank testing
- Streamline Customer Service business processes
- Implement the recommendation for improving response to extended power outages
- Implement wireless radio and data network for field operators

# Learning and Growth

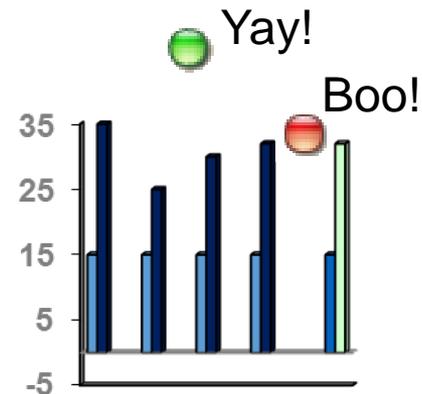
- Provide the leadership, tools, and management commitment to become a more results oriented culture.
  - Results-Oriented Workforce
    - Identify management initiatives for represented/unrepresented employees in preparation for negotiations that will provide more efficiencies and more flexibility
    - Evaluate polices and procedures as appropriate to streamline processes and ensure the District remains competitive
    - Review classification plan with the goal of providing greater flexibility
    - Negotiate a successor Memorandum of Understanding for represented employees for 2014 and beyond, and related compensations and benefits for unrepresented employees
    - Senior Management Team to develop summary of expectations for management team to manage change in the future
    - Update performance evaluation categories/program to ensure a results-oriented workforce and update and provide training if needed
    - Evaluate pay-for-performance program to ensure the District is rewarding employees for innovations and business process review

# B. Performance Measures – Detail



🟢 Meets or Exceeds Target

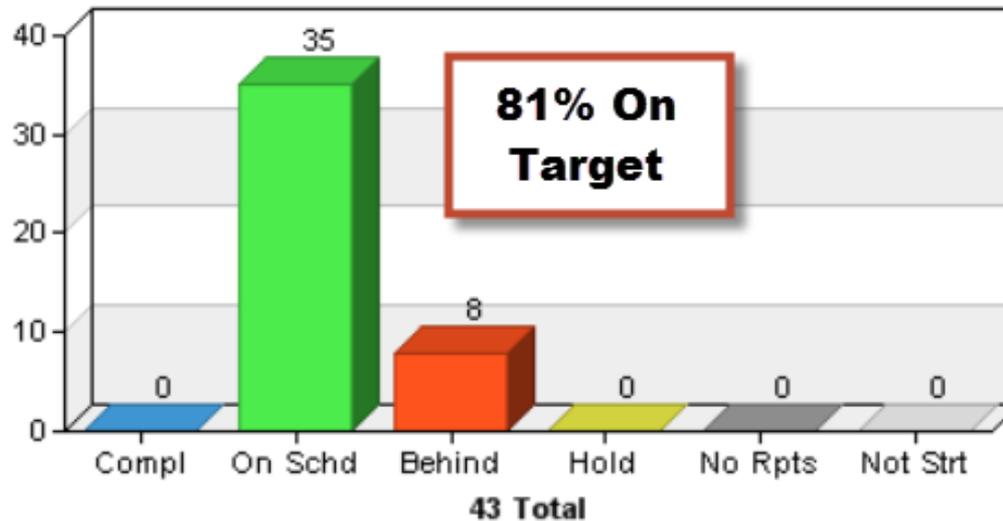
🔴 Does Not Meet Target

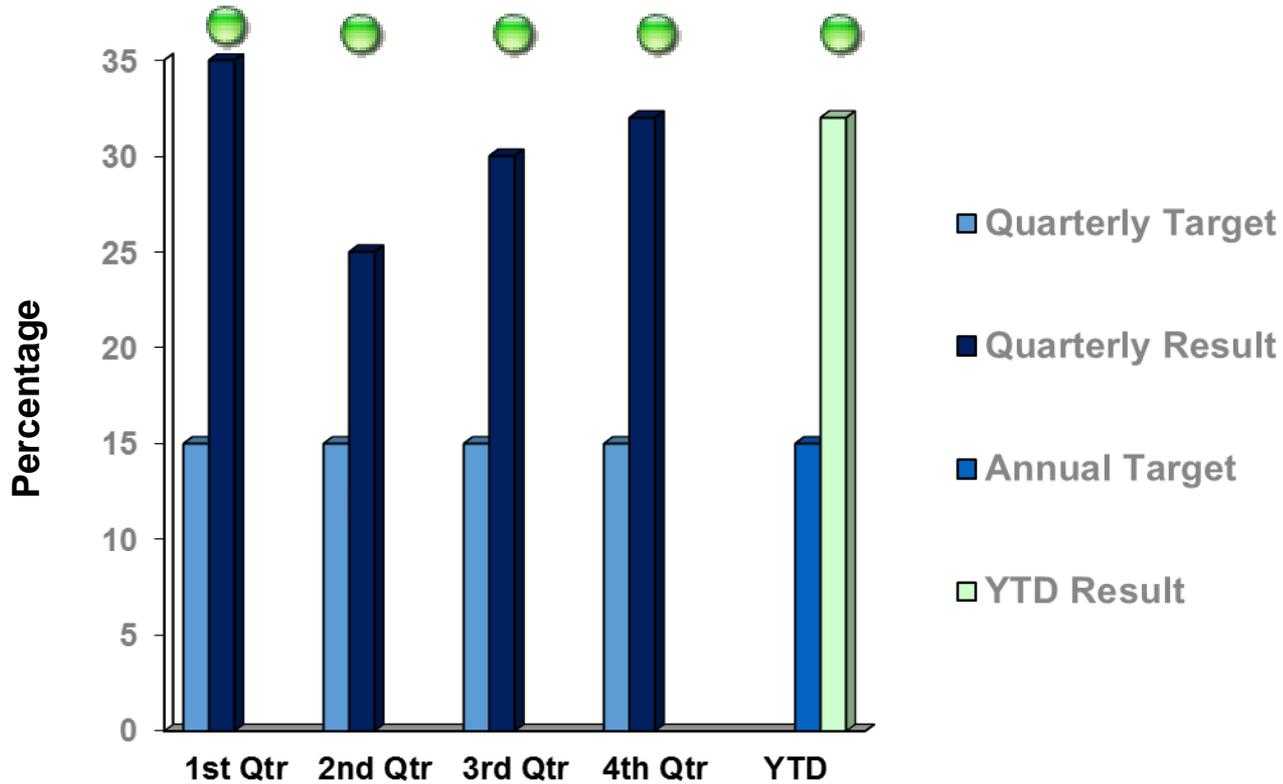


# Results for FY2013 Year End

## Performance Measures

35 of 43 performance measures complete, ahead or on target (81%) by year end. Target is 75%

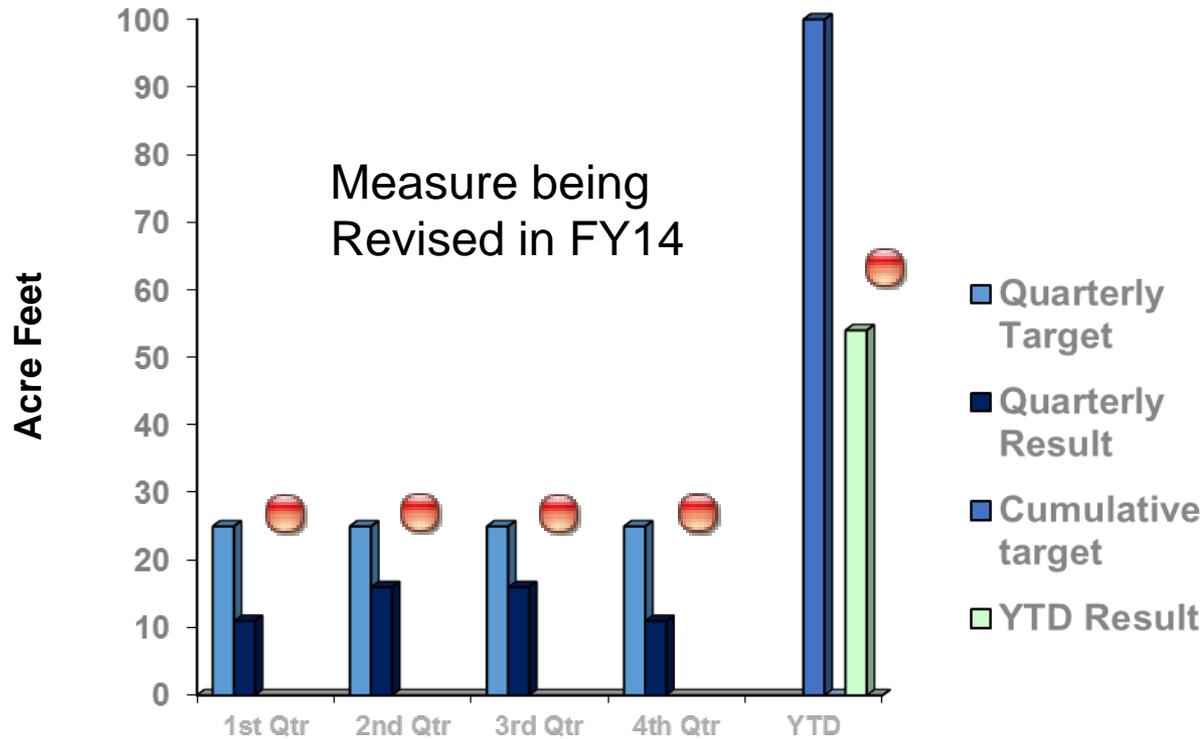




*Measure 1.2.101, Blanket Order Activity, aims to be above all set targets in order to have no less than 15% of material purchases acquired via blanket POs per quarter in a single year.*

# Total Customer Water Saved

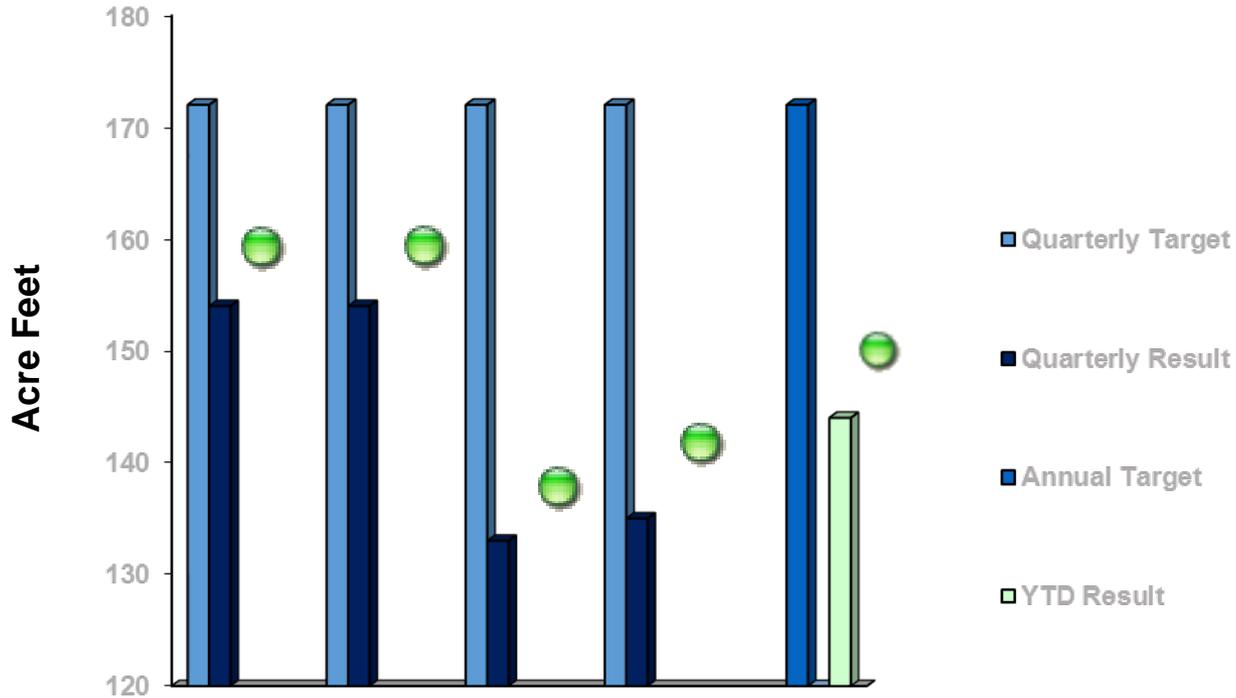
1.3.102



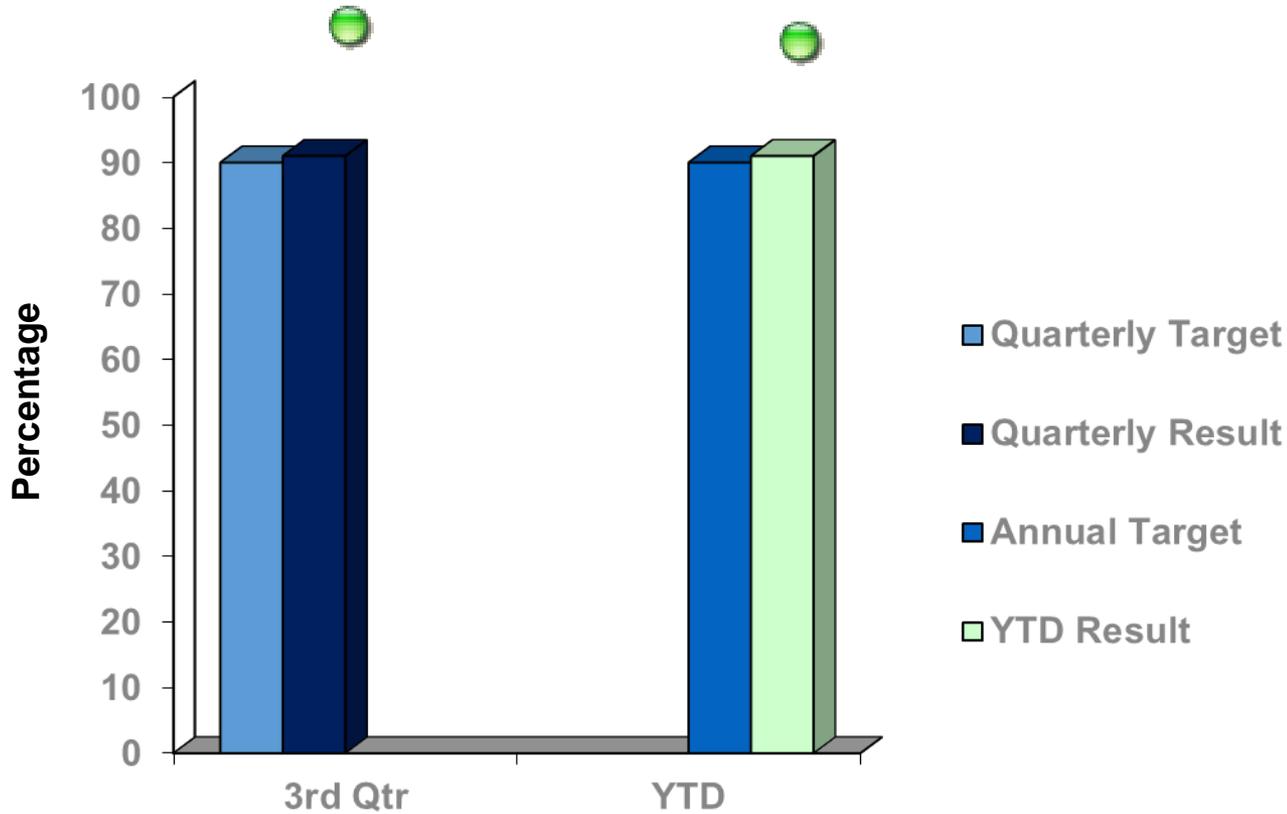
Measure 1.3.102, Total Water Saved, aims to be above all set targets in order to save more than 100 acre feet of water in a single year.

# Gallons Per Capita per Day

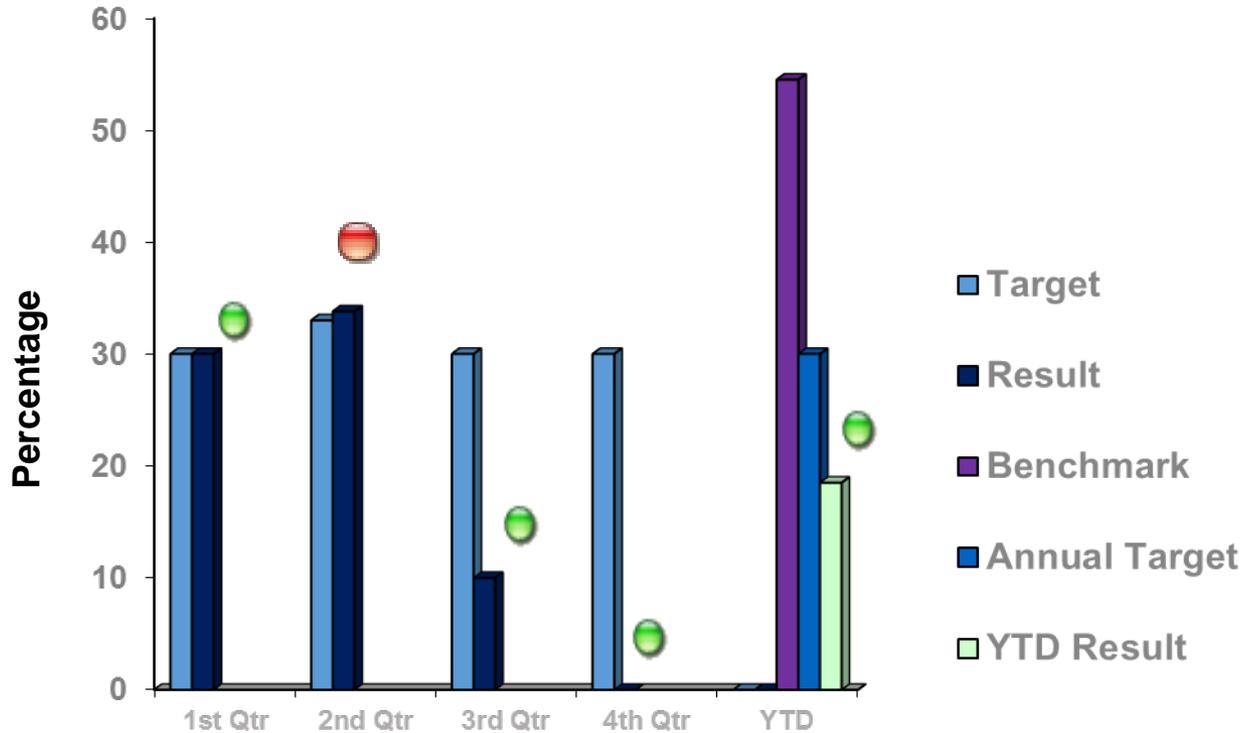
1.3.103



Measure 1.3.103, Otoy Water Use, aims to be below 172 Gallons Per Day



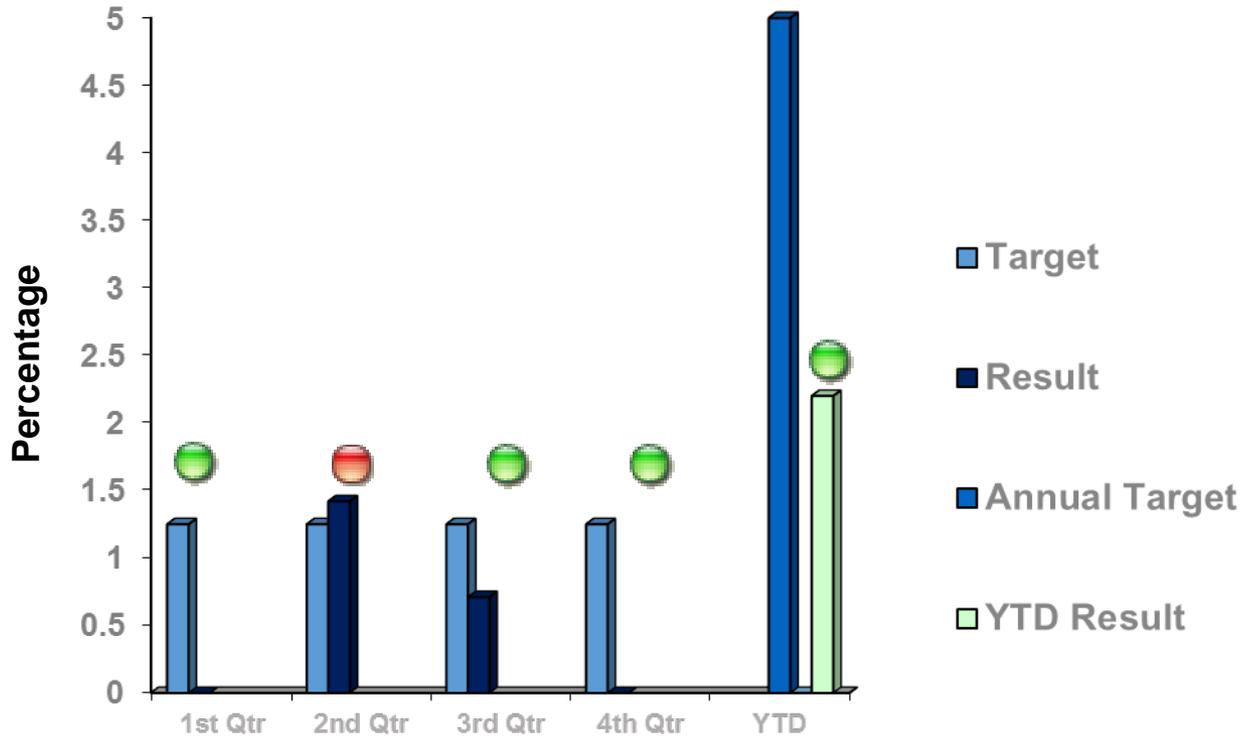
*Measure 1.1.100, Customer Satisfaction, is a once yearly survey that is reported on annually in the third quarter and represents the results for the given fiscal year.*



Measure 1.4.104, H & S Severity Rate, aims to be below all set targets in order to have no more than 30% severity rate per quarter in a single year.

# Employee Turnover Rate

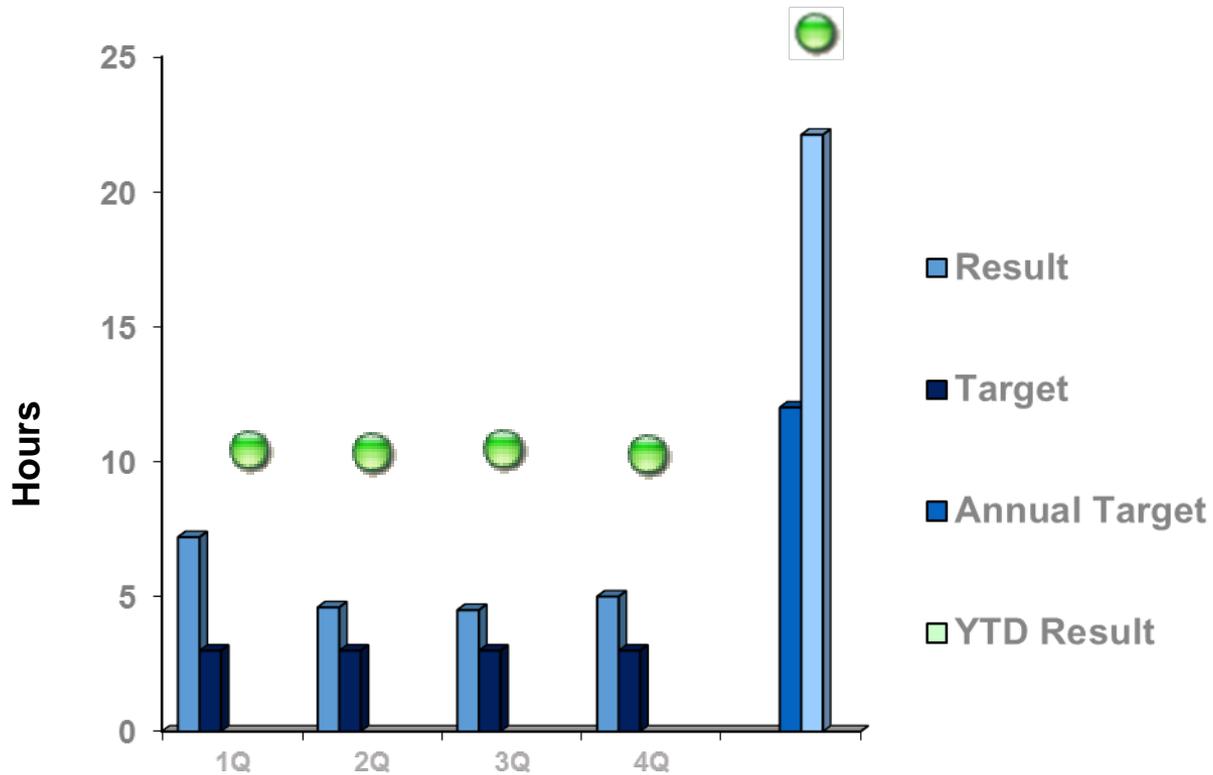
1.4.105



Measure 1.4.105, Turnover Rate, aims to be below all set targets in order to have less than 5% turnover in a single year.

# Training Hours per Employee

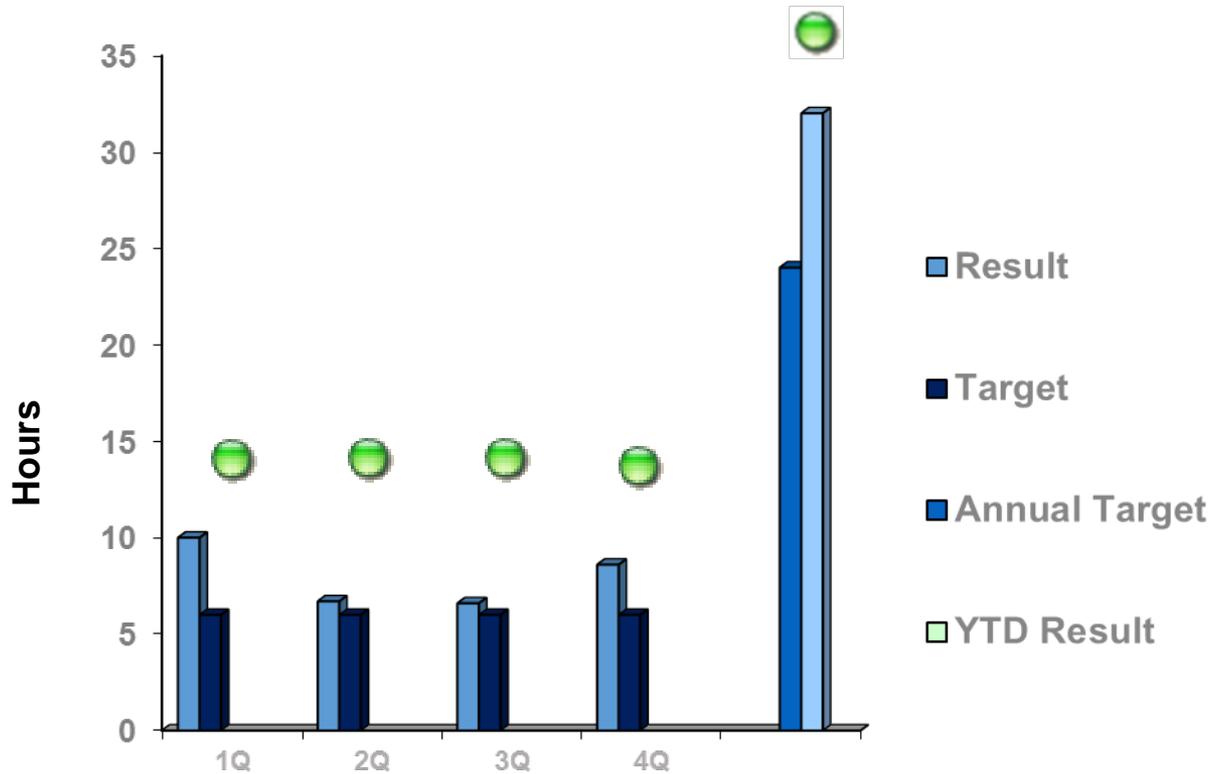
1.4.106



Measure 1.4.106, Training Hours per Employee, aims to be above all set targets in order to have more than 12 hours of training per employee in a single year.

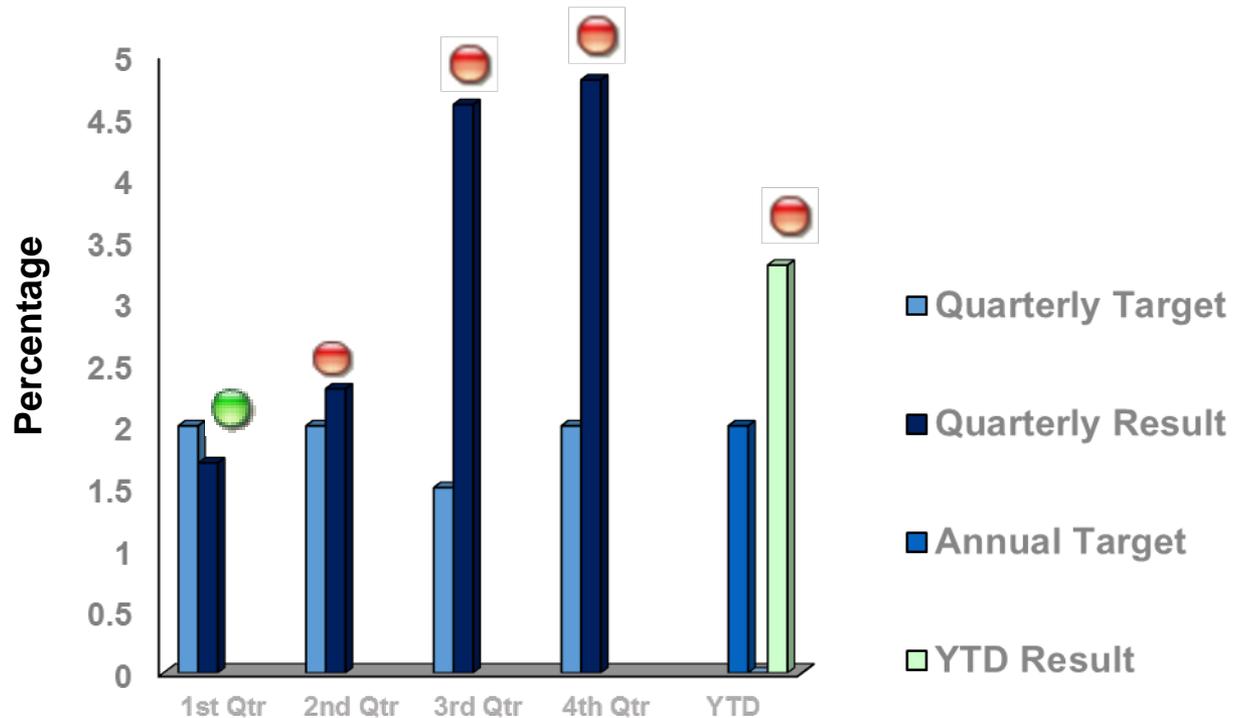
# Safety Training Hours per Employee

1.4.107



*Measure 1.4.106, Training Hours per Employee, aims to be above all set targets in order to have more than 12 hours of training per employee in a single year.*

## Construction Change Order Incidence (without allowances) 2.2.201

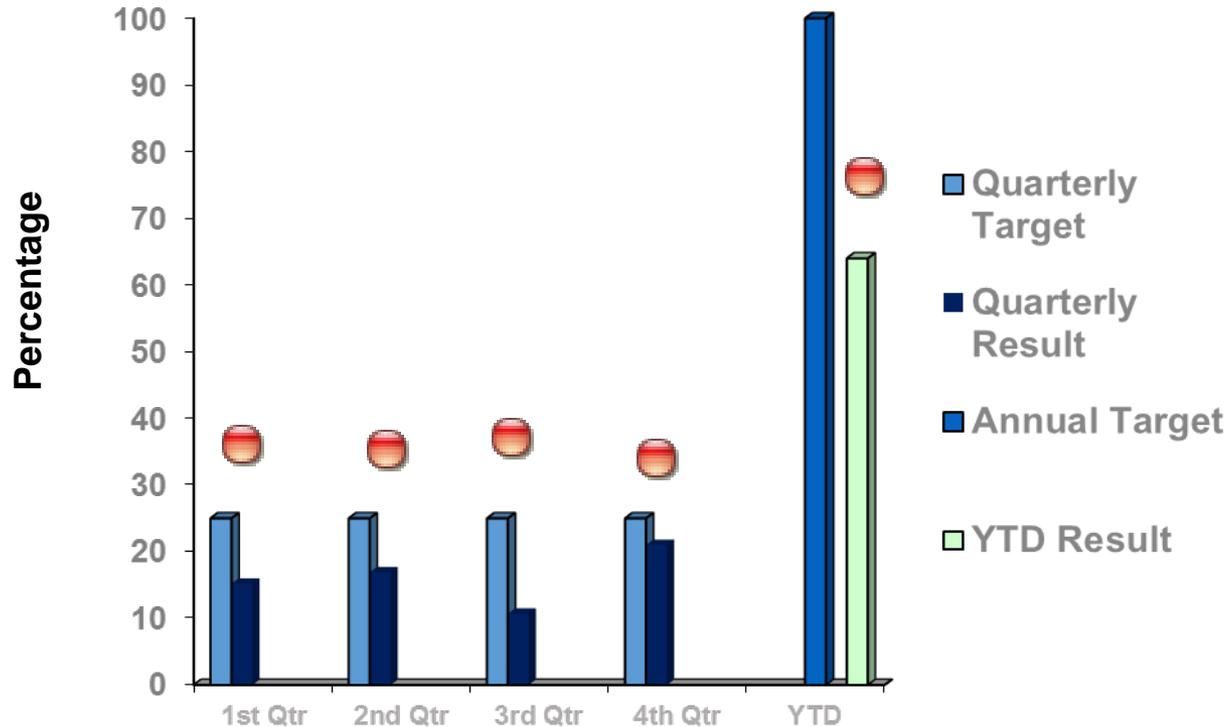


*Measure 2.2.201, Construction Change Order Incidence, aims to be below all set targets in order to have no more than 2 % in one year*

*% rate of change orders in a single year.*

# CIP Project Expenditure vs. Budget

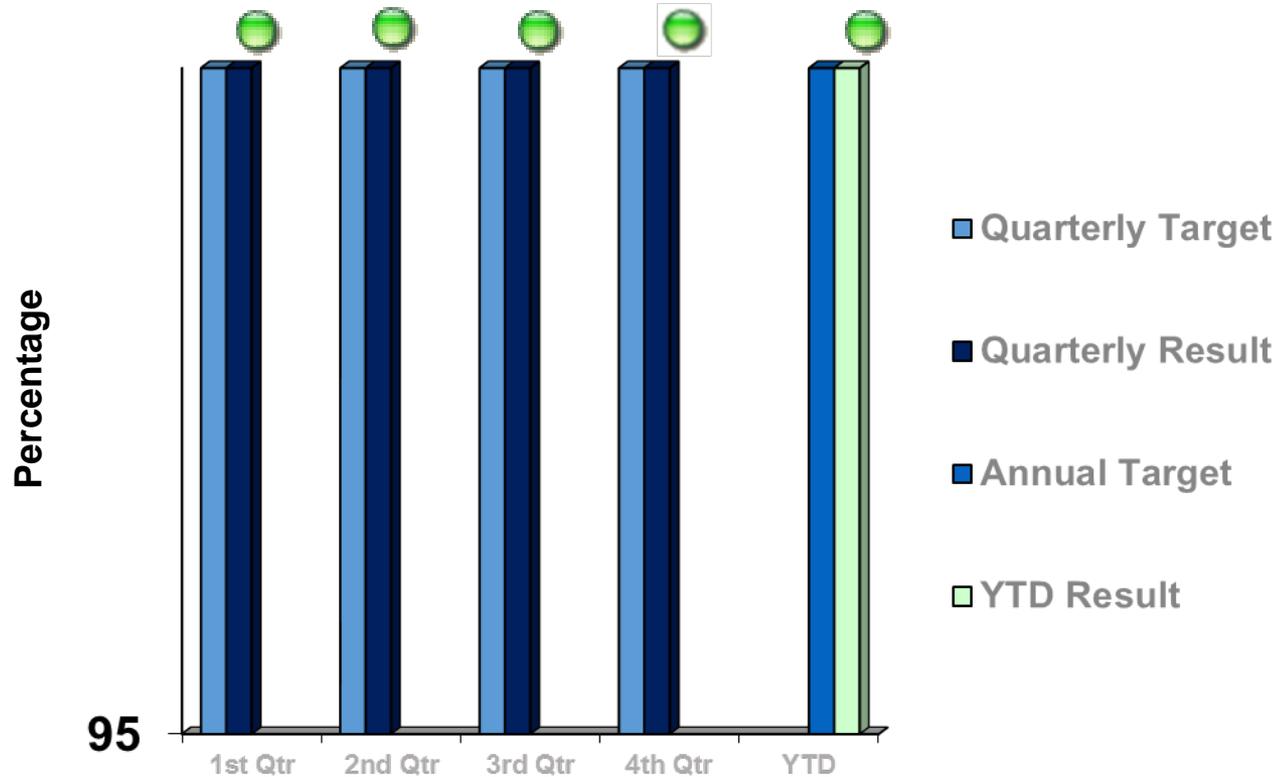
2.2.200



Measure 2.2.200, CIP Project Expenditure vs. Budget, aims to be below all set targets in order to keep expenditures below 100% of the budgeted amount for a single year. Note: Annual result aims to be between 95-100% but is not to exceed 100%. Being significantly below target also gives the measure a “not on target” status.

# Mark Out Accuracy

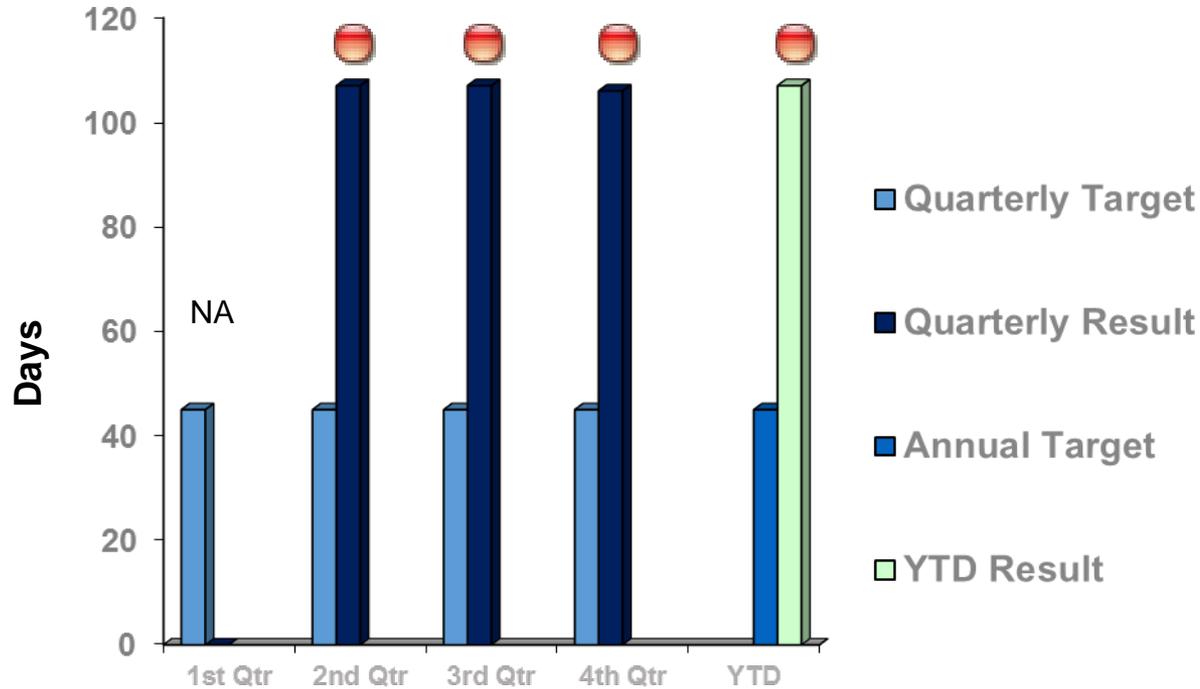
2.3.202



Measure 2.3.202, Mark Out Accuracy, aims to have no less than 100% mark out accuracy every quarter in a single year.

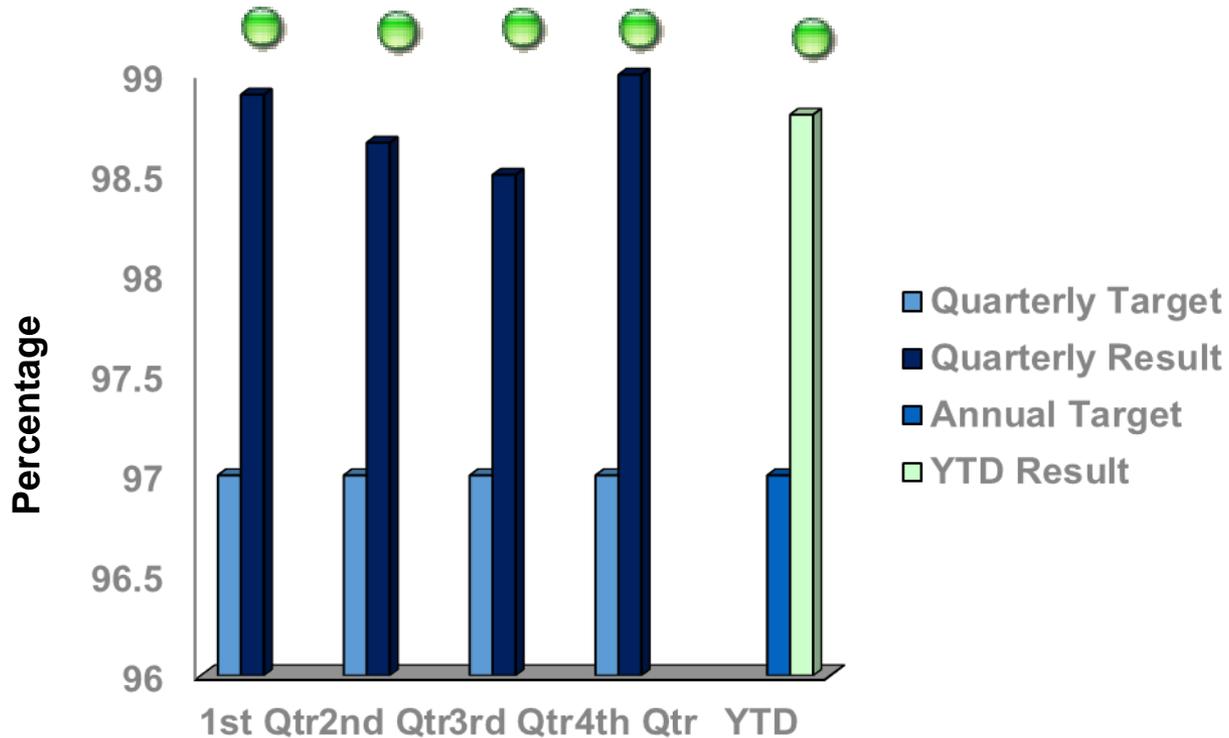
# Project Closeout Time

2.3.203



Measure 2.3.203, Project Closeout Time, aims to be below all set targets in order to have an average closeout time of no more than 45 days per quarter in a single year.

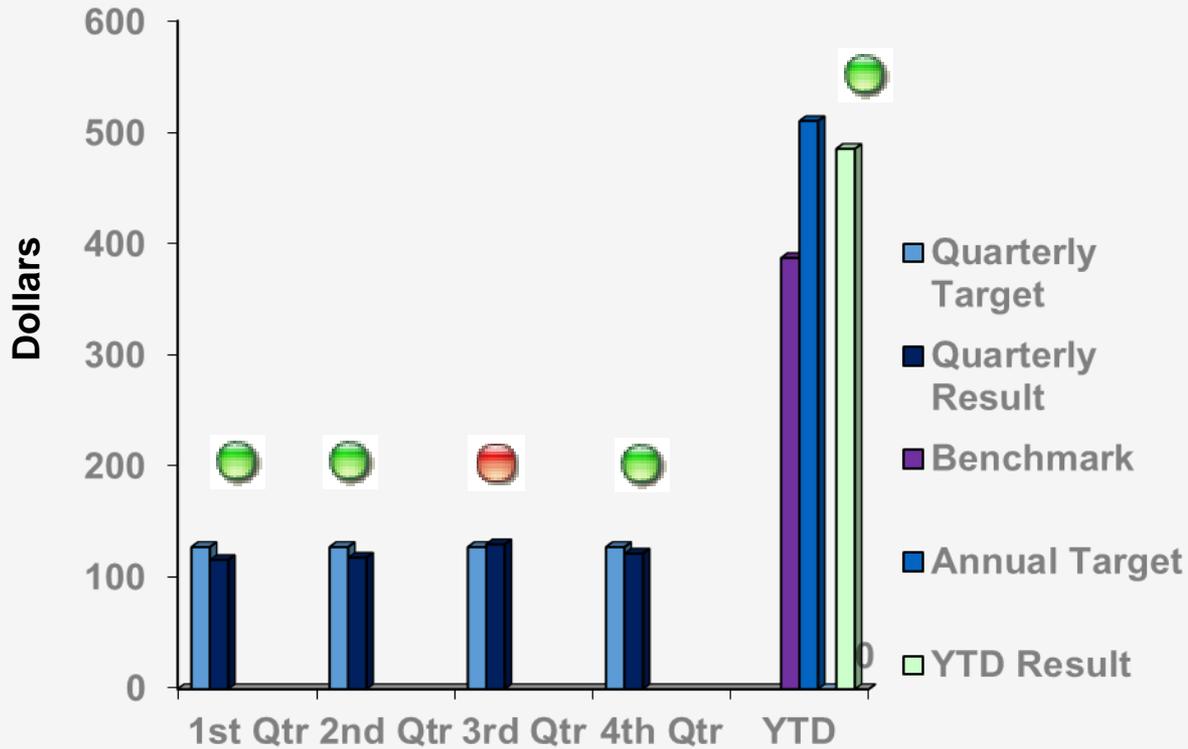
Note: No projects closed out in the 1st, quarter 2013 .



Measure 3.1.300, Answer Rate, aims to be above all set targets in order to have an average answer rate of no less than 97% .

# O & M Cost per Account (QualServe)

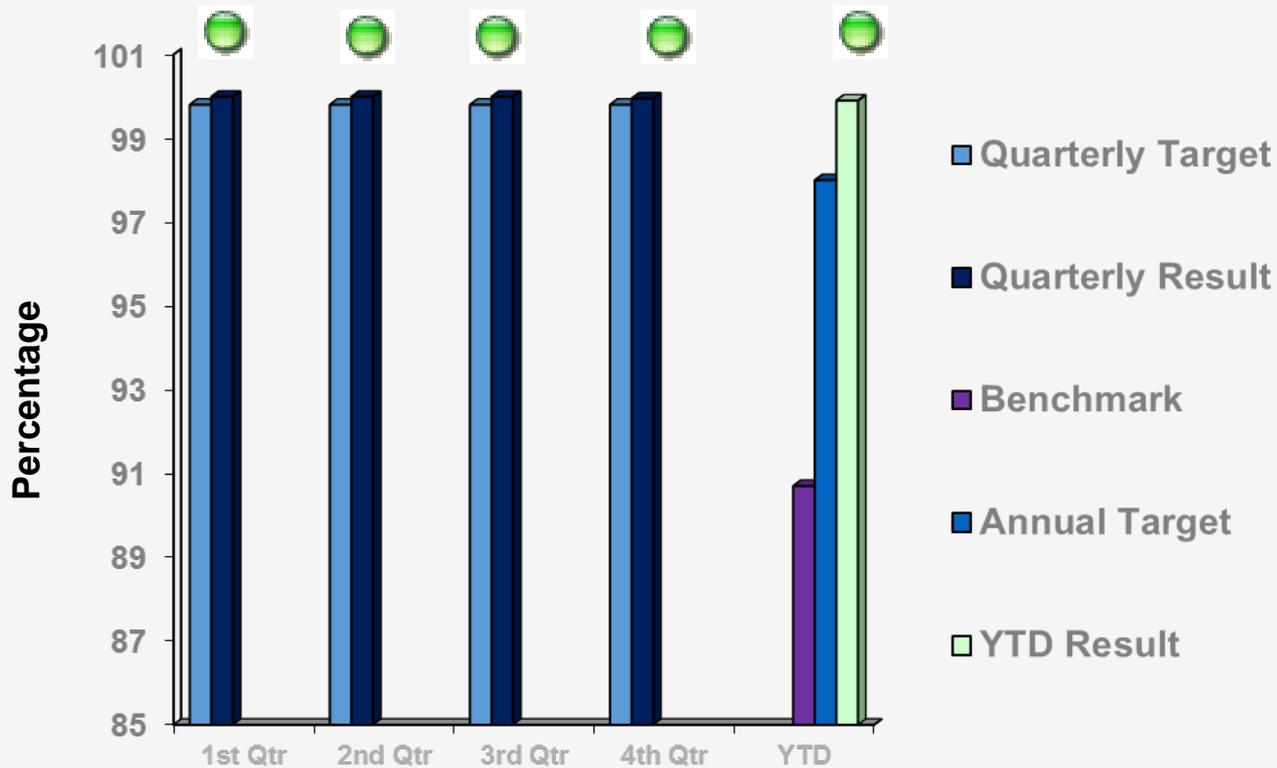
3.2.301



Measure 3.2.301, O & M Cost per Account, aims to be below all set targets in order to keep O & M cost per account less than \$510.40 in a single year.

# Billing Accuracy (QualServe)

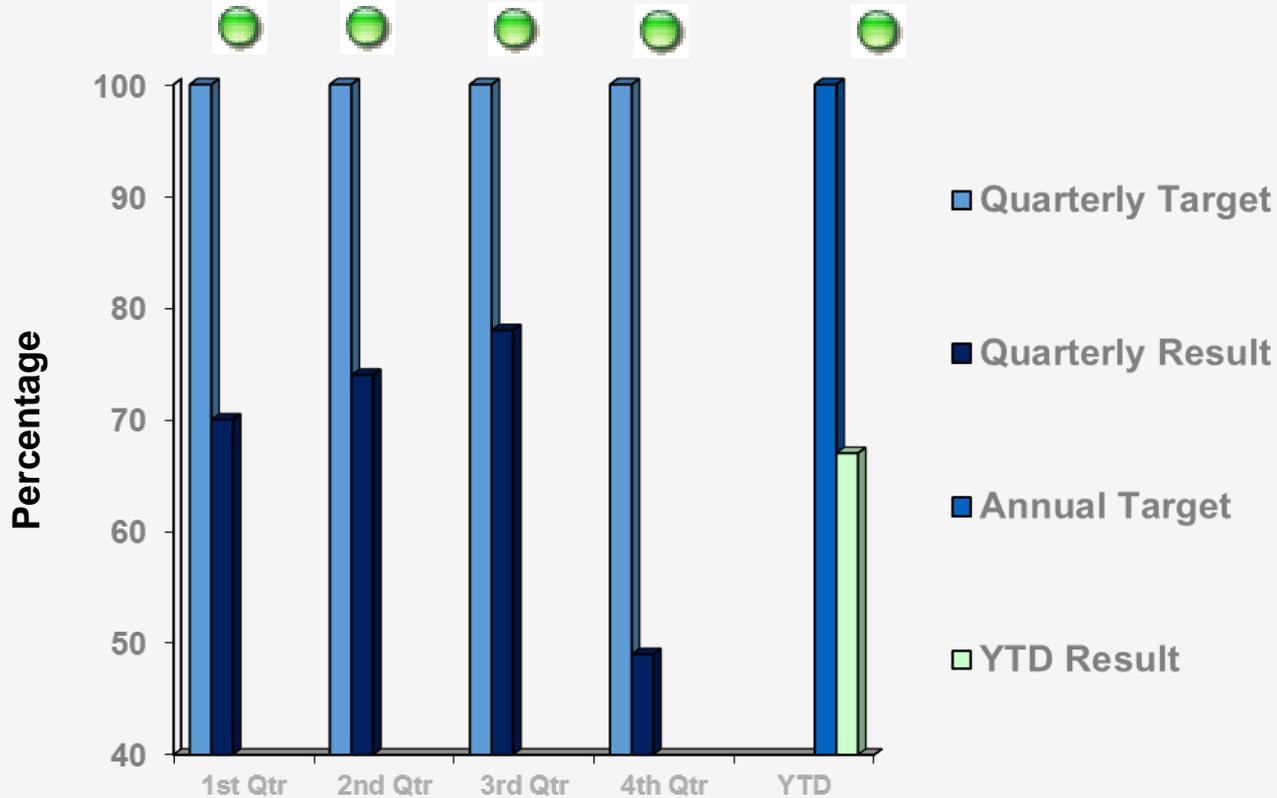
3.2.302



Measure 3.2.302, Billing Accuracy, aims to be above all set targets in order to have no less than 99.8% billing accuracy per quarter in a single year.

# Overtime Percentage

3.2.303

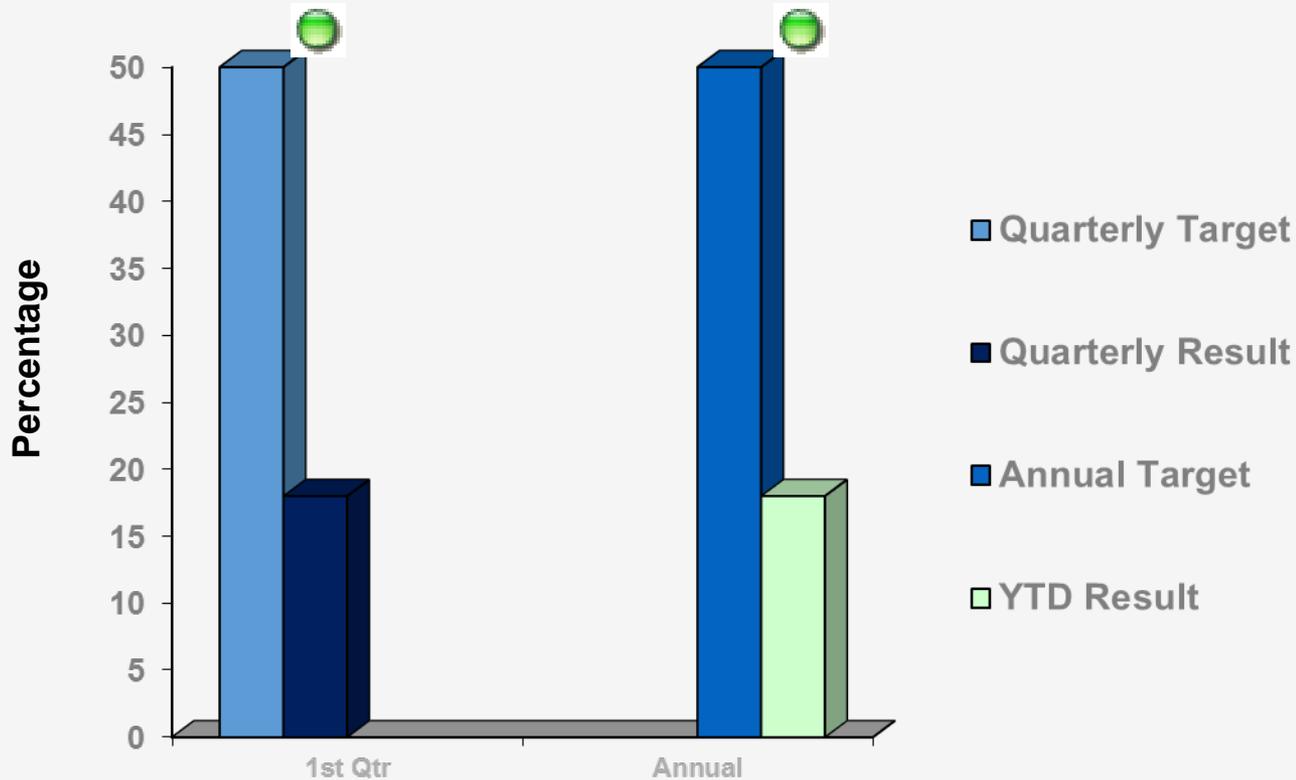


*Measure 3.2.302, Billing Accuracy, aims to be above all set targets in order to have no less than 99.8% billing accuracy per quarter in a single year.*

# Sewer Rate Ranking

Measured Once per Fiscal Year

3.2.304

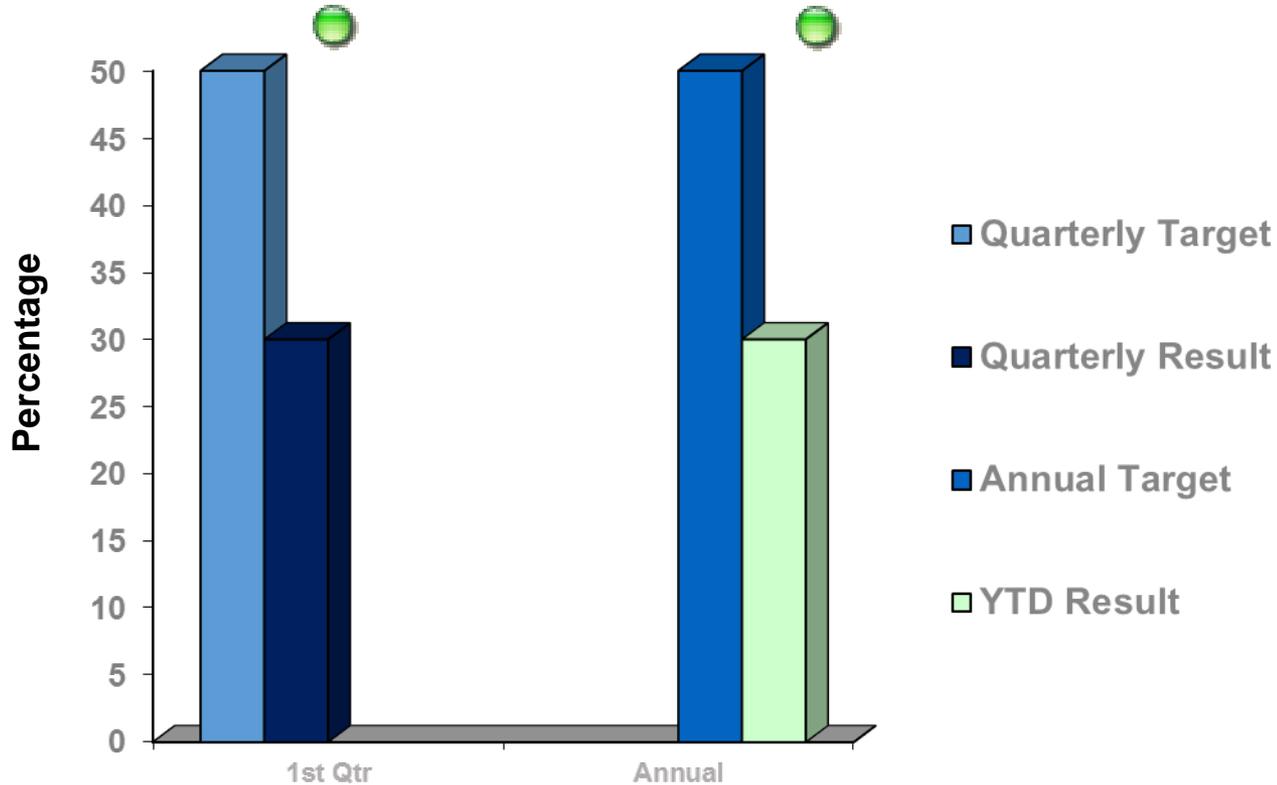


*Measure 3.2.304, Sewer Rate Ranking, is a once yearly survey that is reported on annually in the first quarter and represents the results for the given fiscal year. The District's goal was to be in the top 50.*

# Water Rate Ranking

Measured Once per Fiscal Year

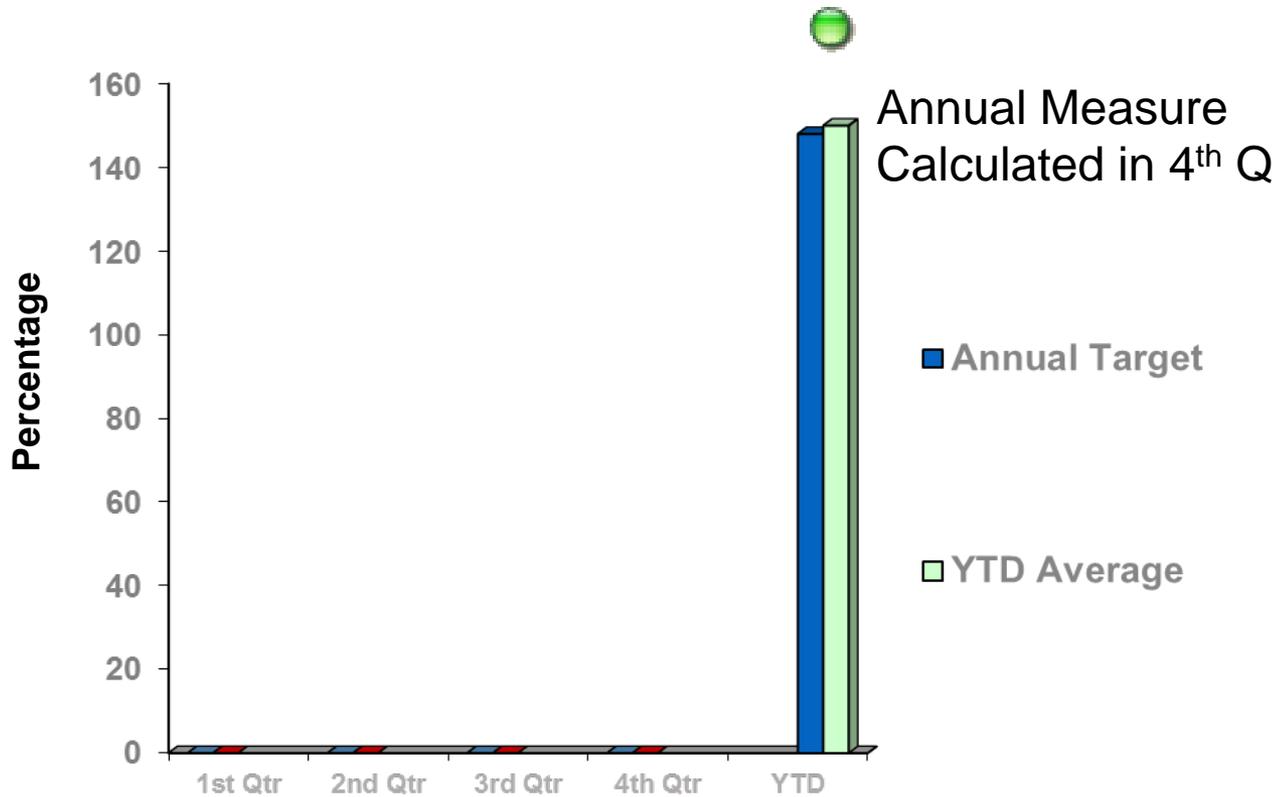
3.2.305



Measure 3.2.305, Water Rate Ranking, is a once yearly survey that is reported on annually in the first quarter and represents the results for the given fiscal year. The District's goal was to be in the top 50.

# Debt Coverage Ratio (QualServe) – YTD

3.2.306

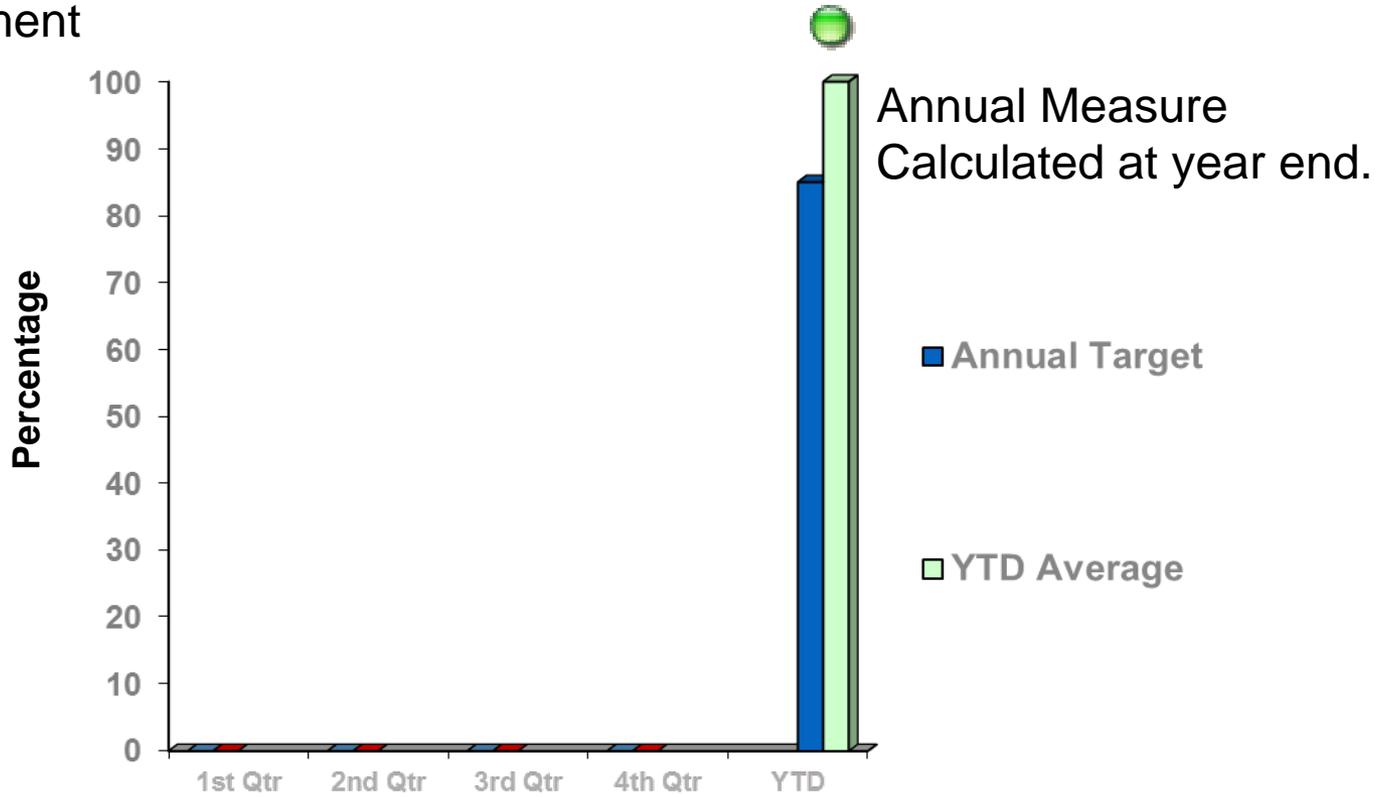


*Measure 3.2.306, Debt Coverage Ration aims to be greater than 148%. It is measured annually.*

# Reserve Level

3.2.307

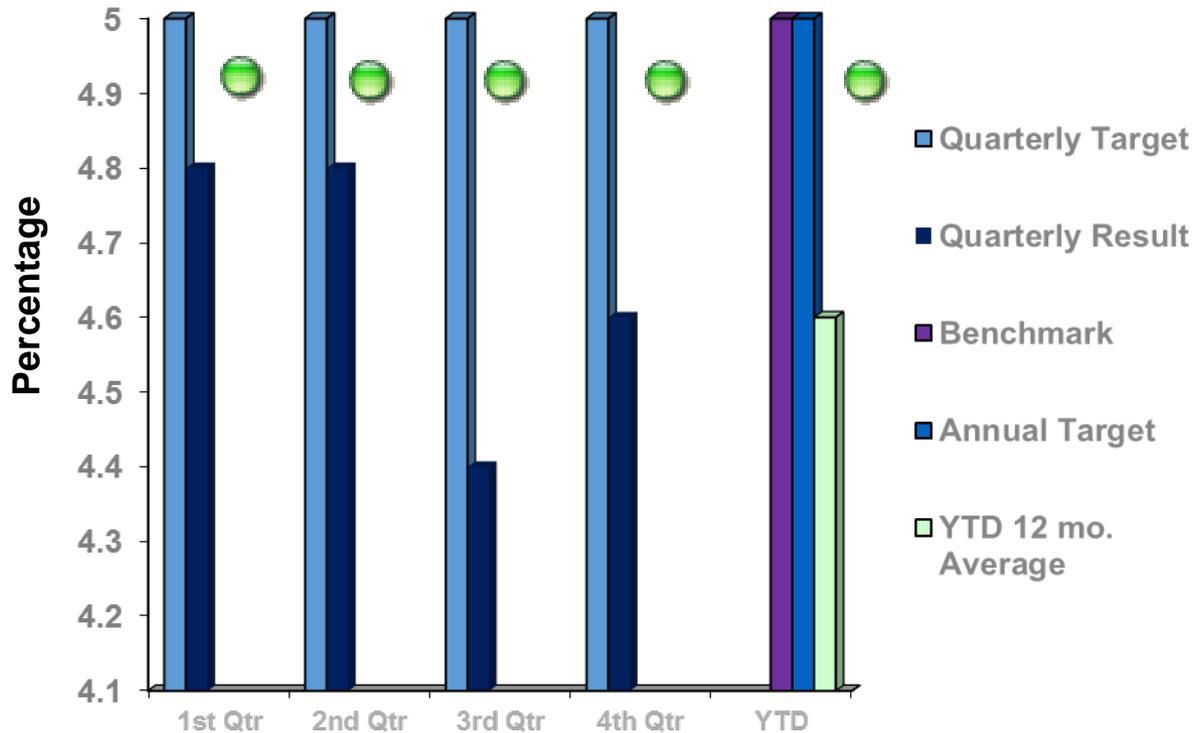
In Development



Measure 3.2.307, Reserve Level, aims to be no less than 85%. It is measured annually.

# Distribution System Loss (QualServe)

3.3.308



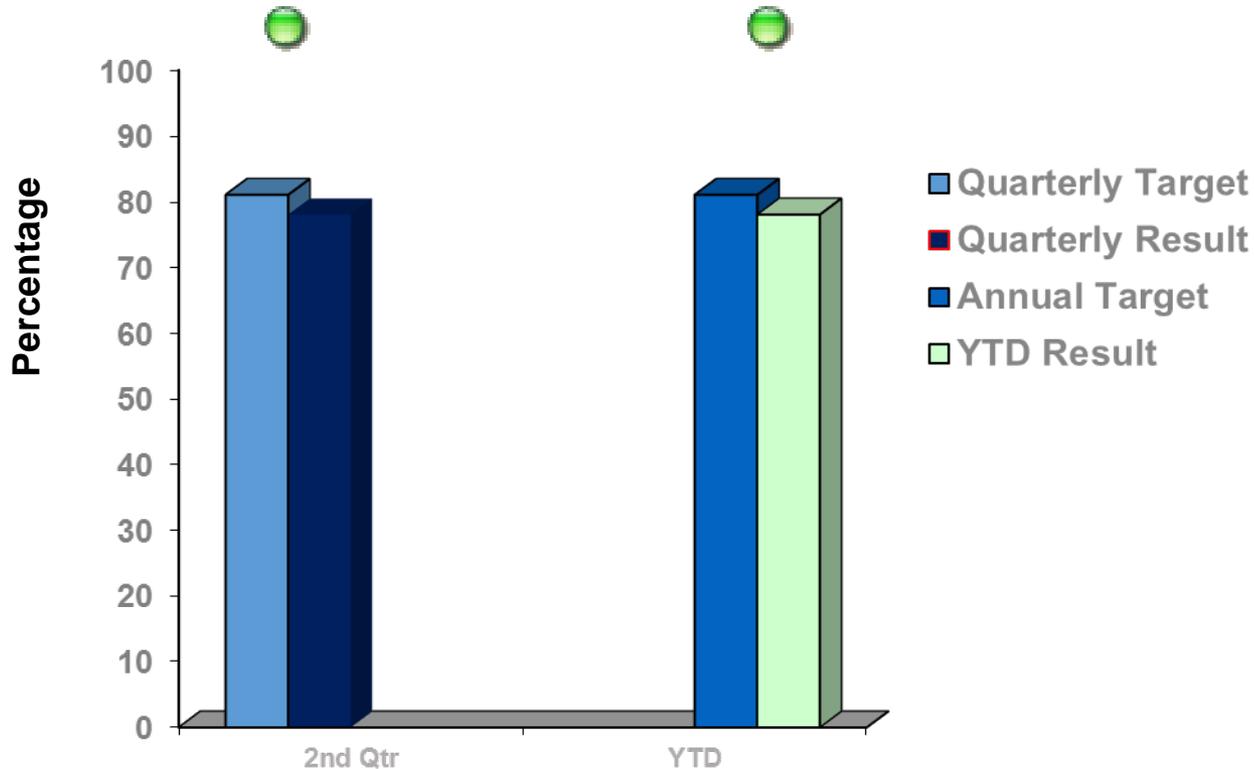
Measure 3.3.308, Distribution System Loss, aims to be below all set targets in order to ensure less than 5% of unaccounted water in a single year.

\*The calculation is a year-to-date calculation, so Qtr Result = YTD Result.

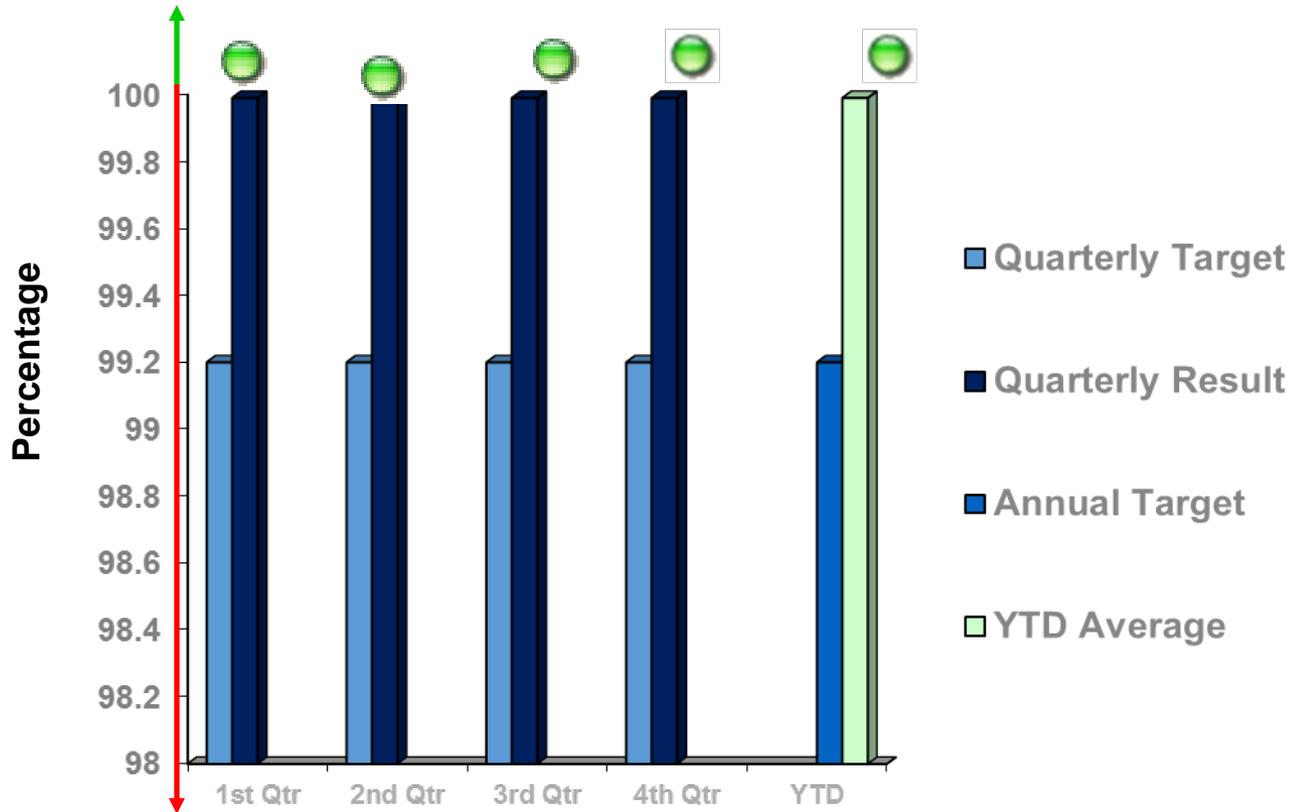
# Customer Satisfaction with Website

4.1.400

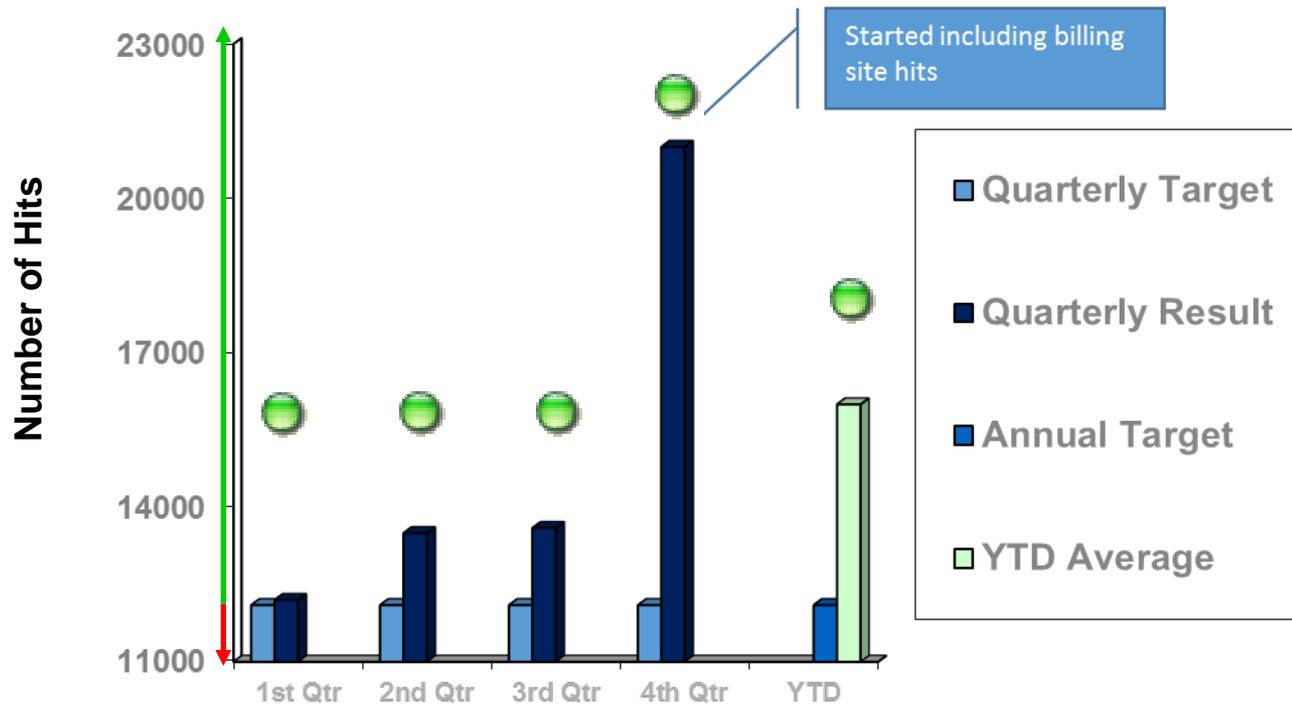
Measured Once per Fiscal Year



Measure 4.1.400, Customer Satisfaction with Website, is a once yearly survey that is reported on annually in the second quarter and represents the results for the given fiscal year.



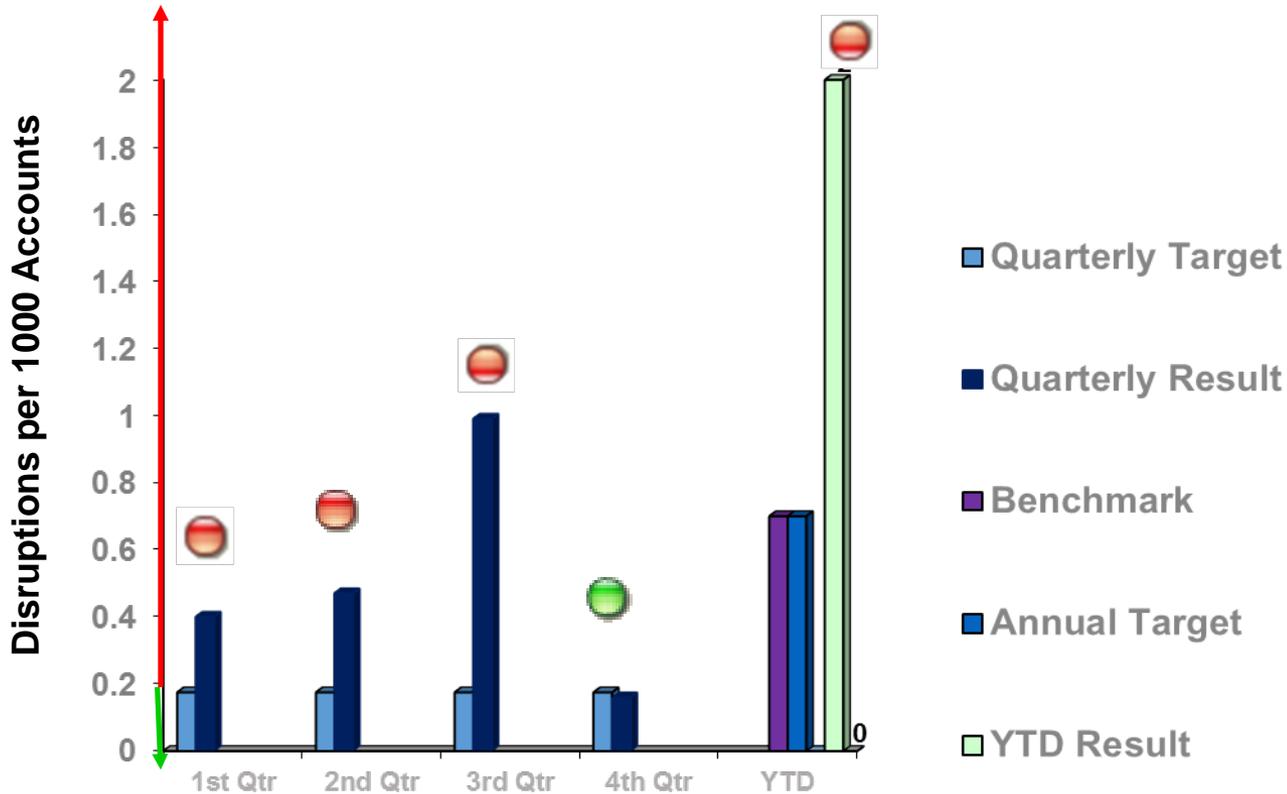
Measure 4.3.401, Network Availability, aims to be above all set targets in order to have an average of no less than 99.2% network availability per quarter in a single year.



Measure 4.4.402, Website Hits, aims to be above all set targets in order to have an average of no less than 12,100 website hits per quarter in a single year.

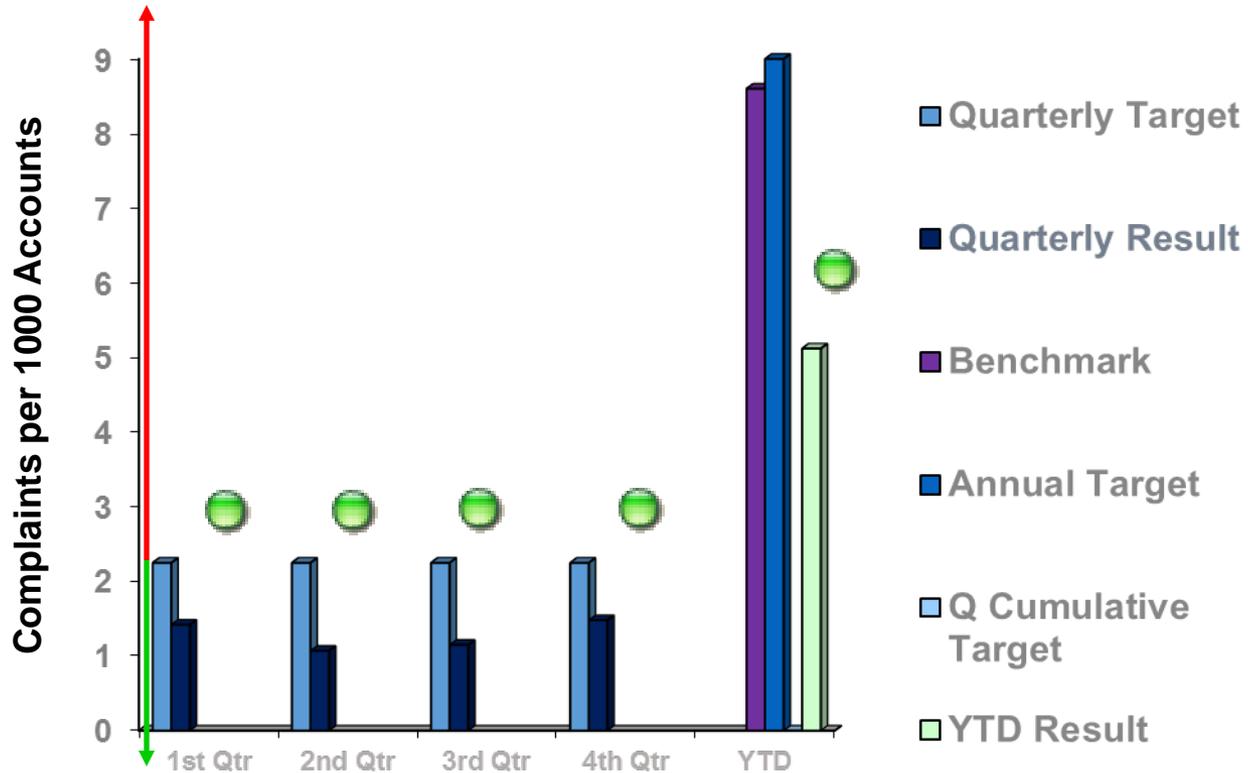
# Unplanned Disruptions (QualServe)

5.1.500



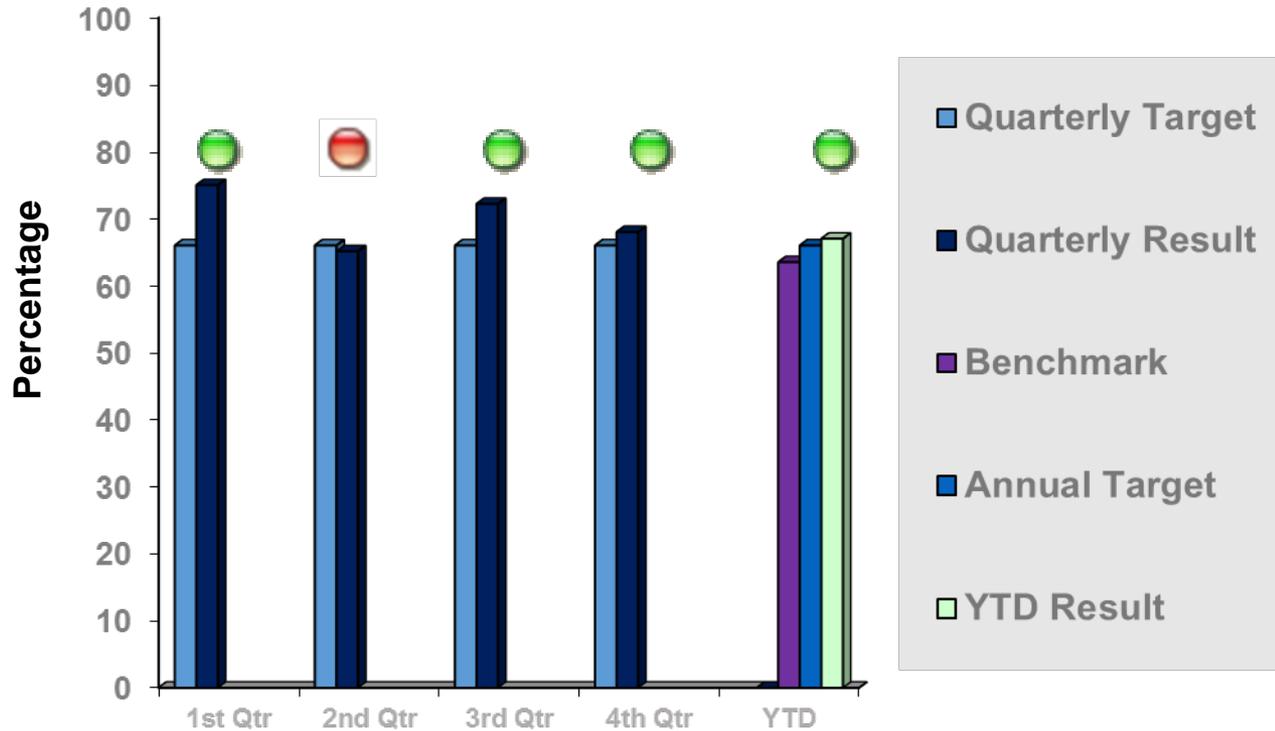
Measure 5.1.500, Unplanned Disruptions, aims to be below all set targets in order to have no more than .7 disruptions per 1000 accounts in a single year.

Note: Target is expressed as number of disruptions per 1000 accounts



*Measure 5.1.501, Technical Quality Complaint, aims to be below all set targets in order to have no more than 9 complaints per 1000 customer accounts in a single year.*

# Planned Potable Water Maintenance Ratio in \$ (QualServe) 5.2.502



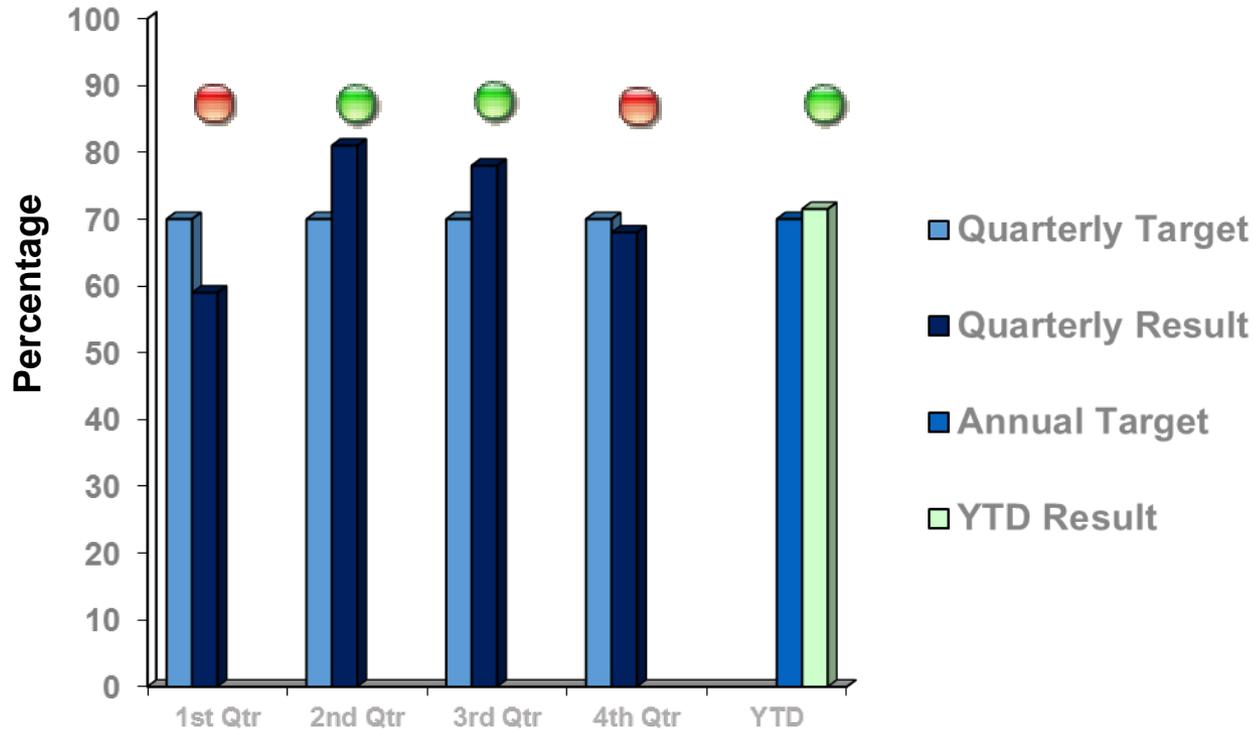
Measure 5.2.502, Planned Drinking Water Maintenance Ratio in \$, aims to be above all set targets in order to have no less than 66

% of all labor dollars spent on preventative maintenance per quarter in a single year.

Note: Quarterly results are subject to change.

# Planned Recycled Water Maintenance Ratio in \$

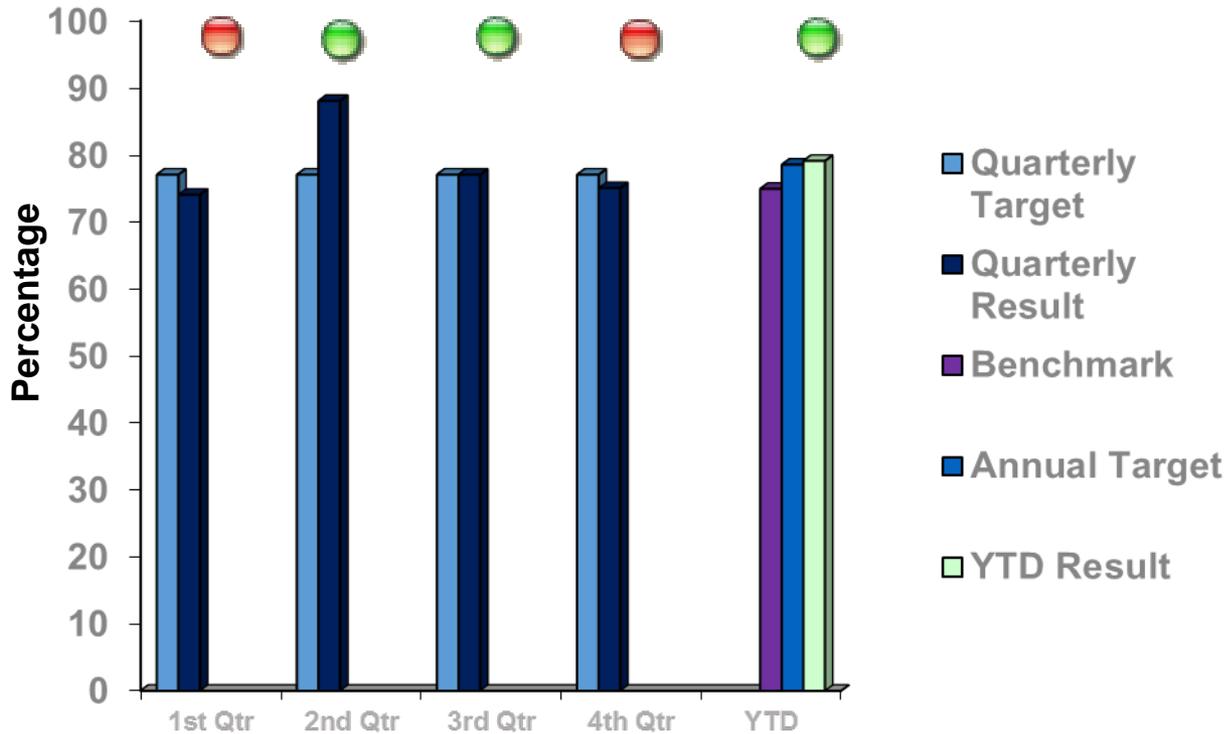
5.2.503



Measure 5.2.503, Planned Recycled Water Maintenance Ratio in \$, aims to be above all set targets in order to have no less than 70% of all labor dollars spent on preventative maintenance per quarter in a single year.

Note: Quarterly results are subject to change.

# Planned Wastewater Maintenance Ratio in \$ (QualServe) 5.2.504

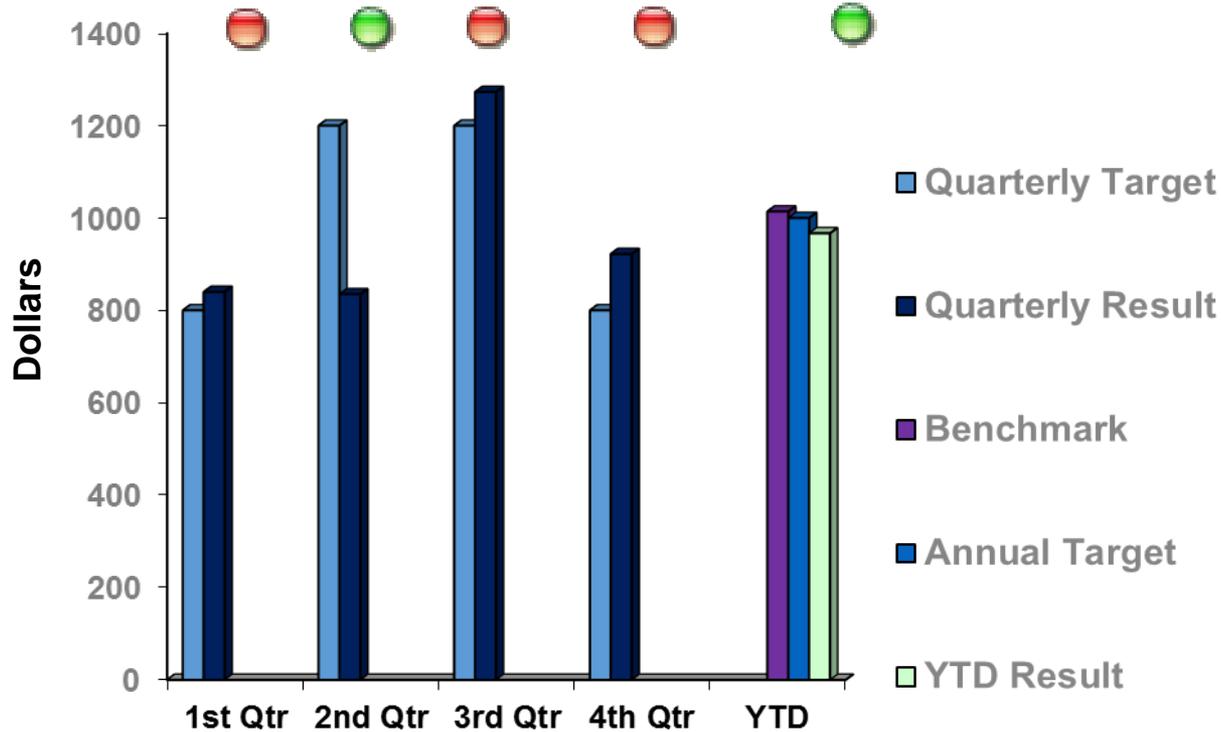


Measure 5.2.504, Planned Wastewater Maintenance Ratio in \$, aims to be above all set targets in order to have no less than 66% of all labor dollars spent on preventative maintenance per quarter in a single year.

Note: Quarterly results are subject to change.

# Direct Cost of Treatment per MGD (QualServe)

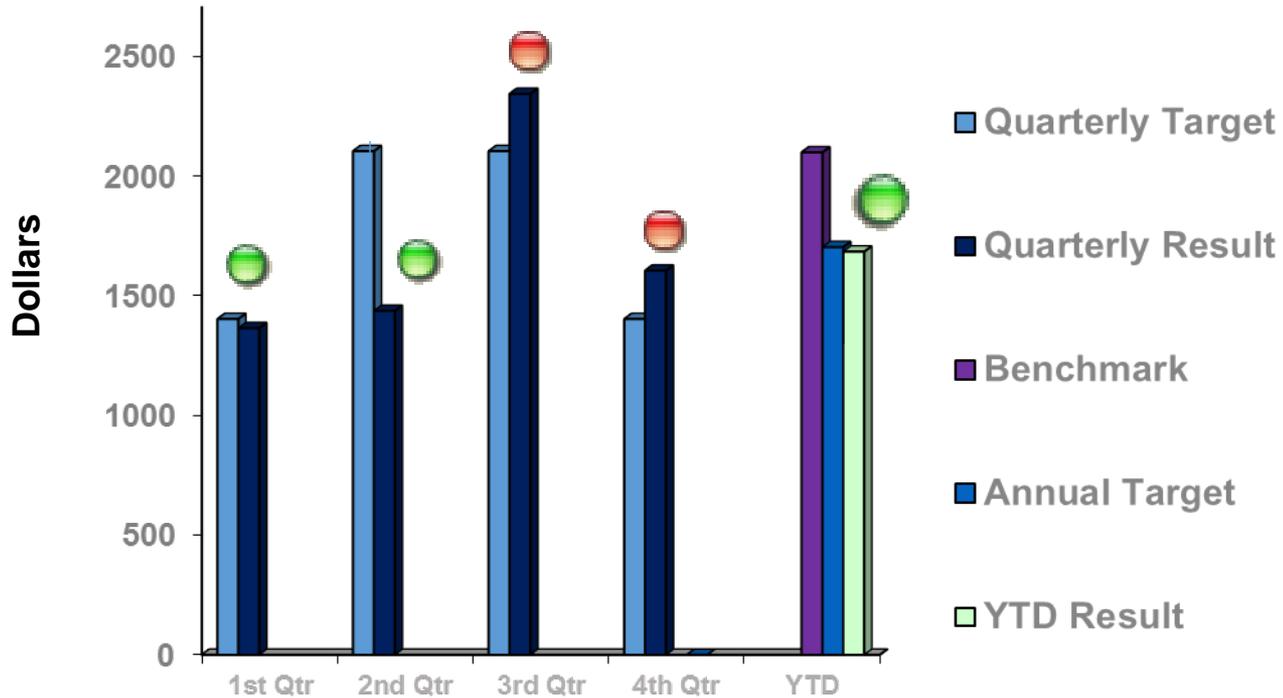
5.2.505



Measure 5.2.505, Direct Cost of Treatment per MGD, aims to be below all set targets in order to have no more than \$1000 per MG spent on wastewater treatment per quarter in a single year.

# O & M Cost per MGP - Wastewater (QualServe)

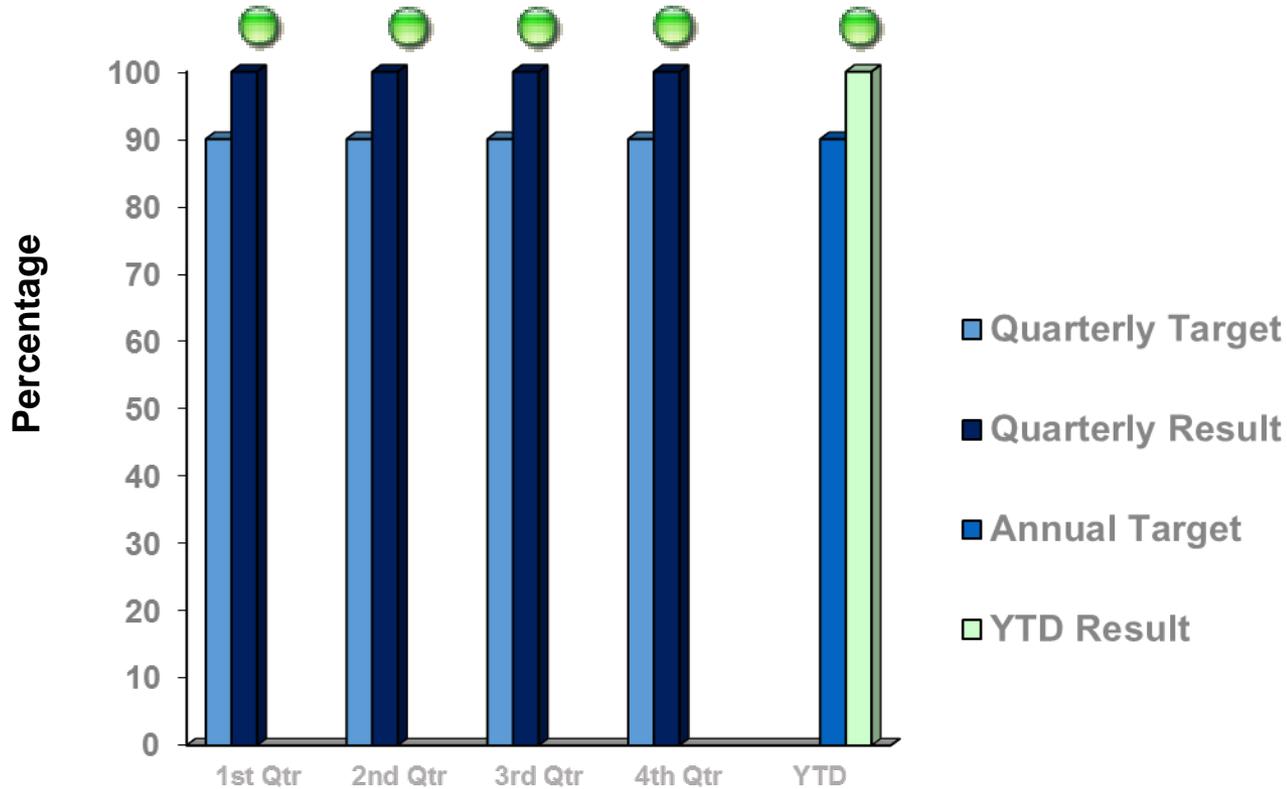
5.2.506



Measure 5.2.506, O & M Cost per MGP - wastewater, aims to be below all set targets in order to have no more than \$1750 per MG spent on O & M for wastewater treatment per quarter in a single year.

# % PMs Completed – Fleet Shop

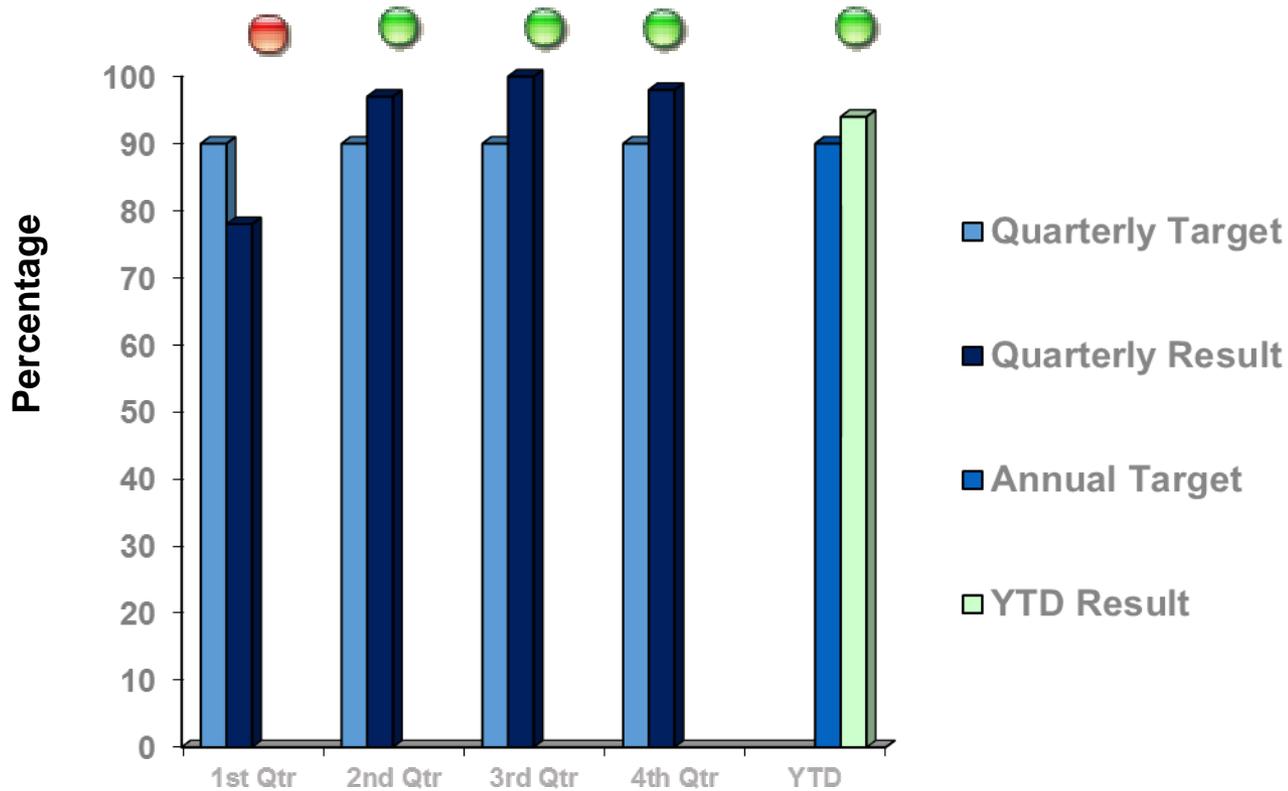
5.3.507



Measure 5.3.507, % PMs Completed – Fleet Shop, aims to be above all set targets in order to have no less than 90% of the scheduled PMs completed per quarter in a single year.

# % PMs Completed – Reclamation Plant

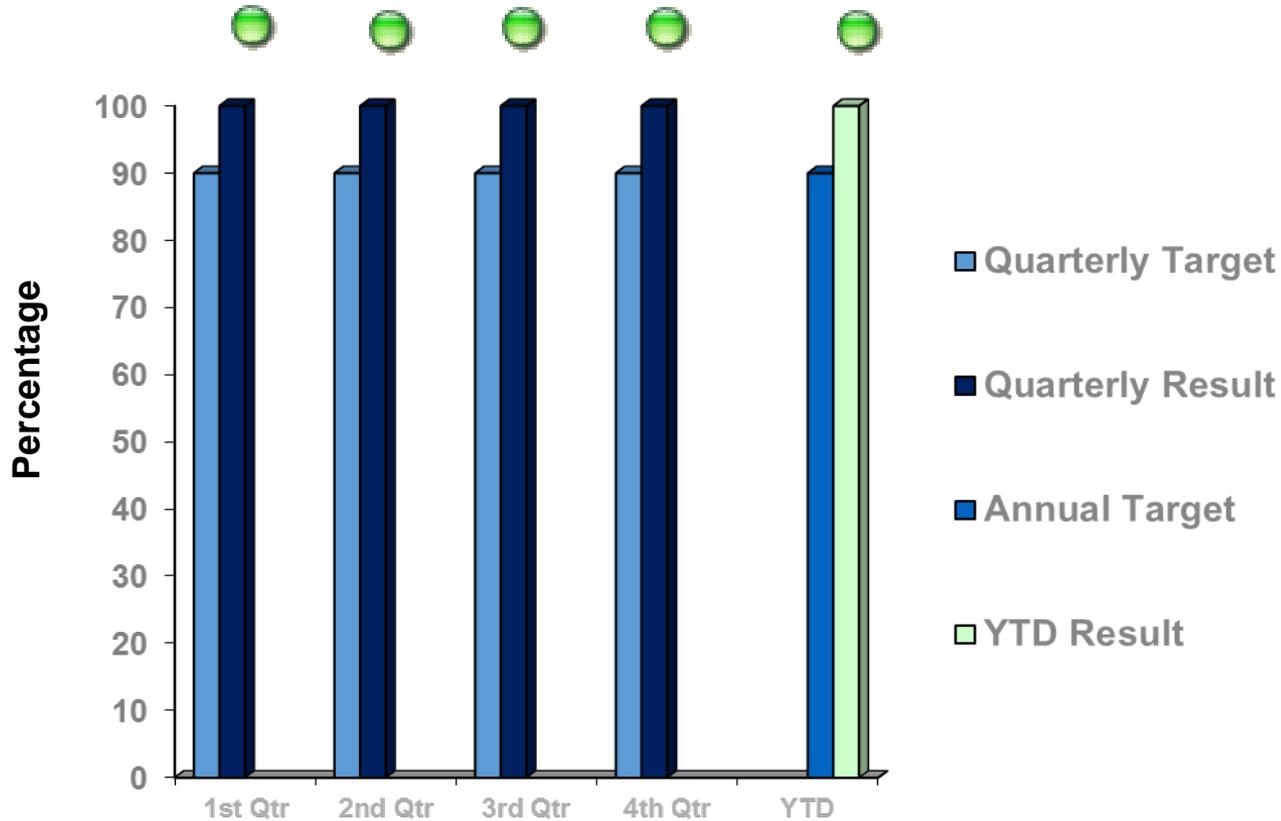
5.3.508



Measure 5.3.508, % PMs Completed – Reclamation Plant, aims to be above all set targets in order to have no less than 90% of the scheduled PMs completed per quarter in a single year.

# % PMs Completed – Pump and Electric

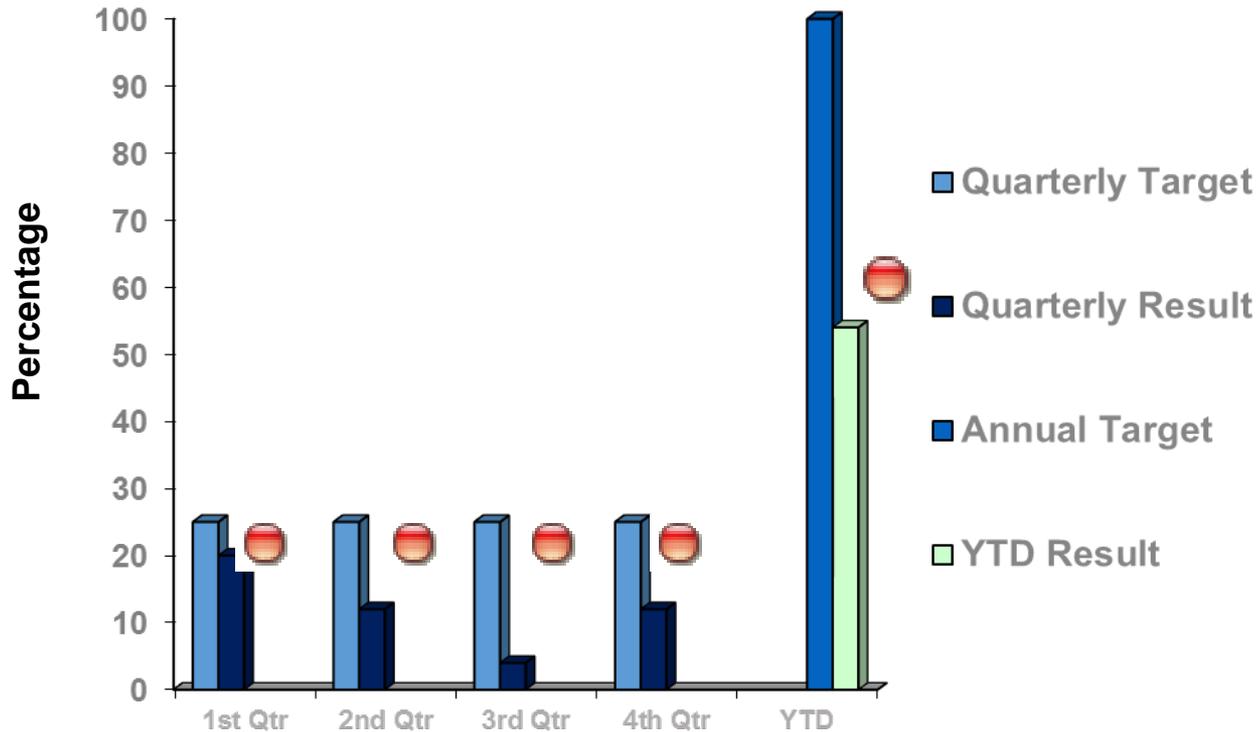
5.3.509



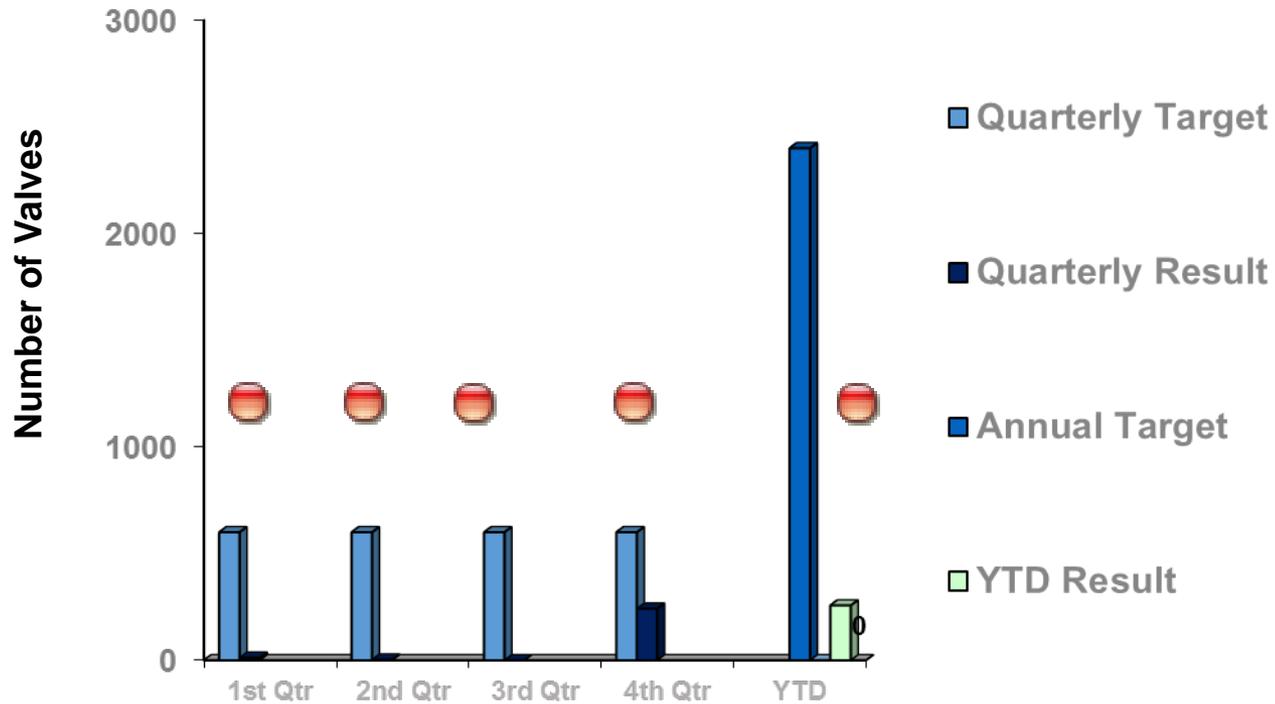
Measure 5.3.508, % PMs Completed – Reclamation Plant, aims to be above all set targets in order to have no less than 90% of the scheduled PMs completed per quarter in a single year.

# % PMs Completed – Valve Maintenance Program

5.3.510



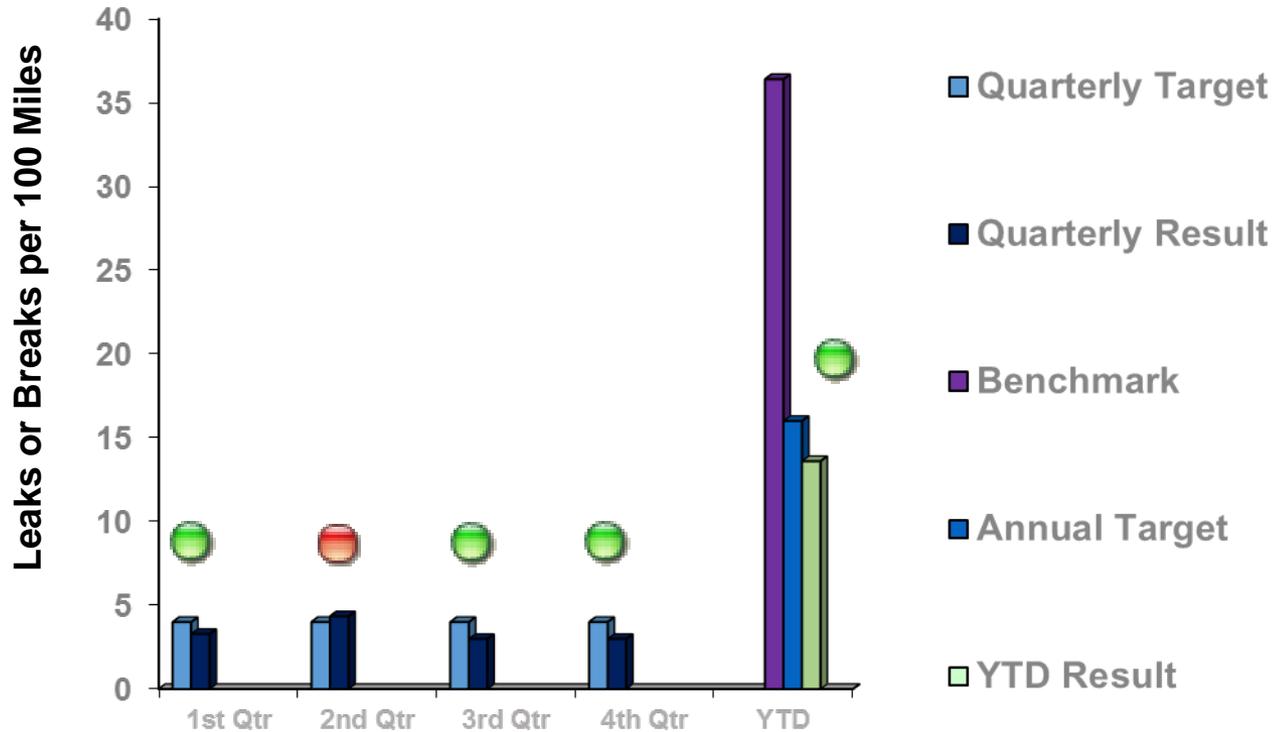
Measure 5.3.510, % PMs Completed – Valve Maintenance Program, aims to be above all set targets in order to have no less than 90% of the scheduled PMs completed per quarter in a single year.



Measure 5.3.511, Valve Exercising Program, aims to be above all set targets in order to have no less than 2400 valves exercised in a single year.

# Water Distribution System (Potable) Integrity (QualServe)

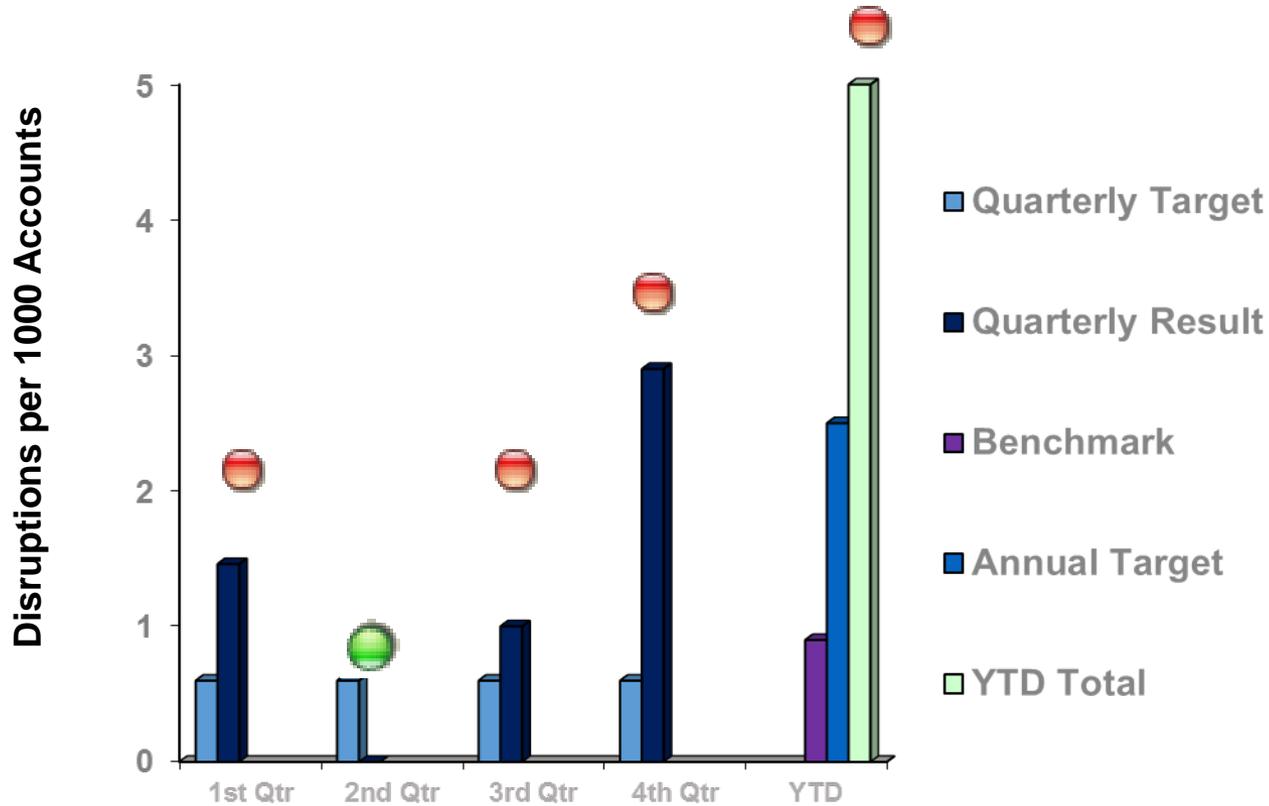
## 5.3.512



*Measure 5.3.512, Water Distribution System Integrity, aims to be below all set targets in order to have no more than 16 leaks and breaks per 100 miles of distribution piping in a single year.*

# Planned Water Service Disruption Rate (QualServe)

5.3.513

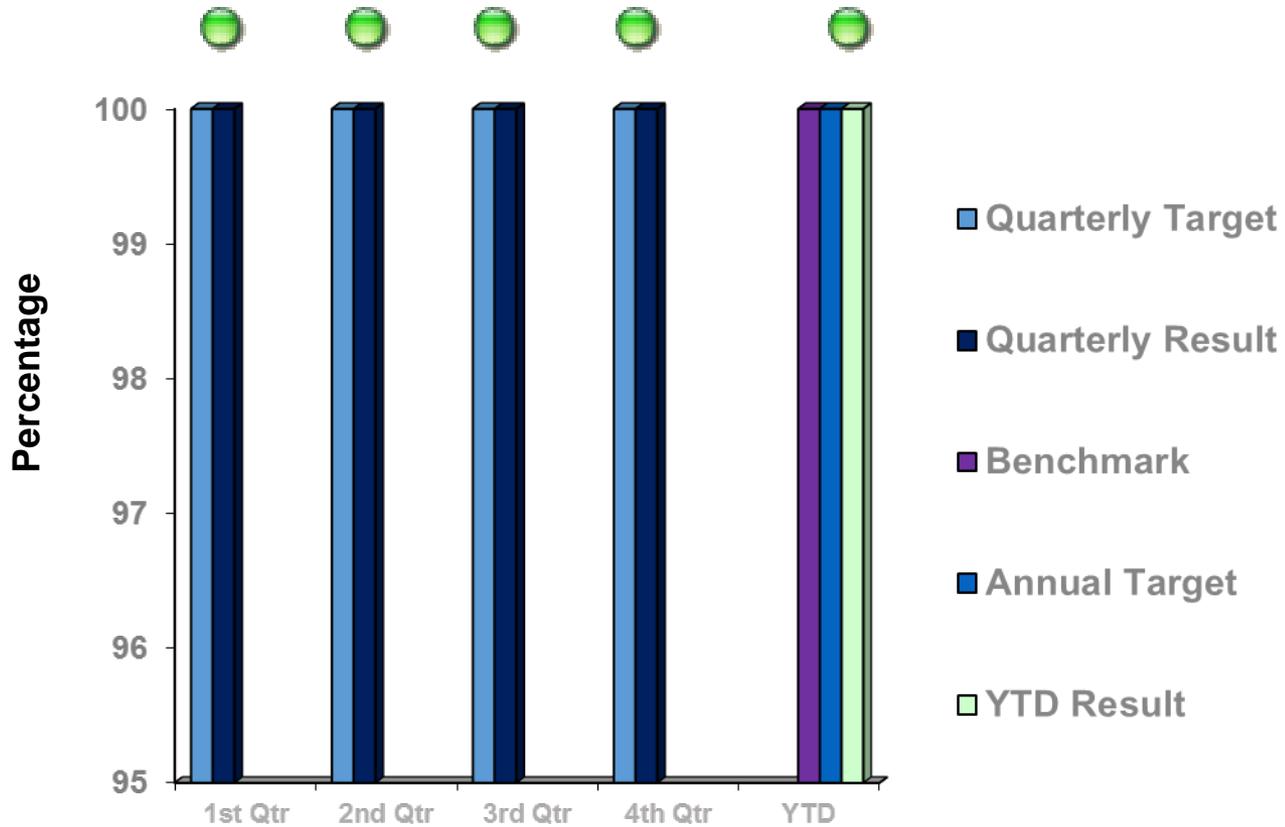


Measure 5.3.513, Planned Water Service Disruption Rate, aims to be below all set targets in order to have no more than 2.5 planned outages per 1000 accounts per quarter in a single year.

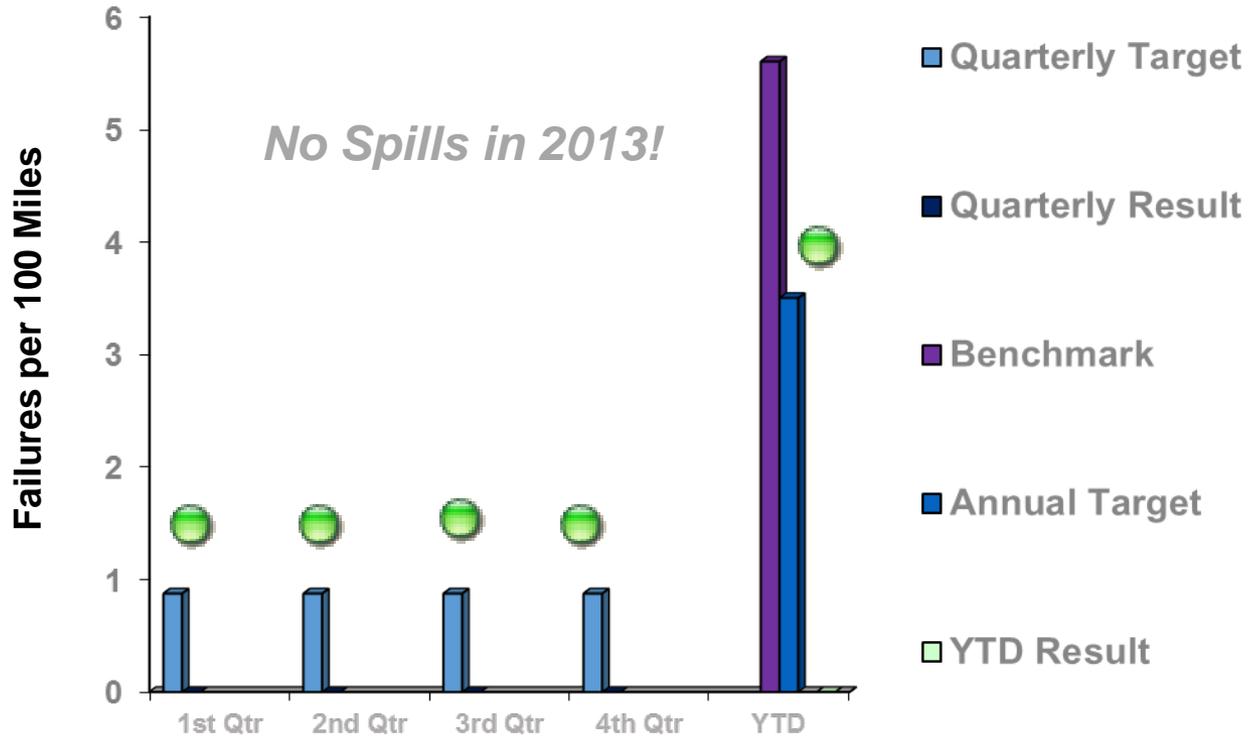
Note: This measure is expressed as number of accounts affected per 1000 accounts

# Potable Water Compliance Rate (QualServe)

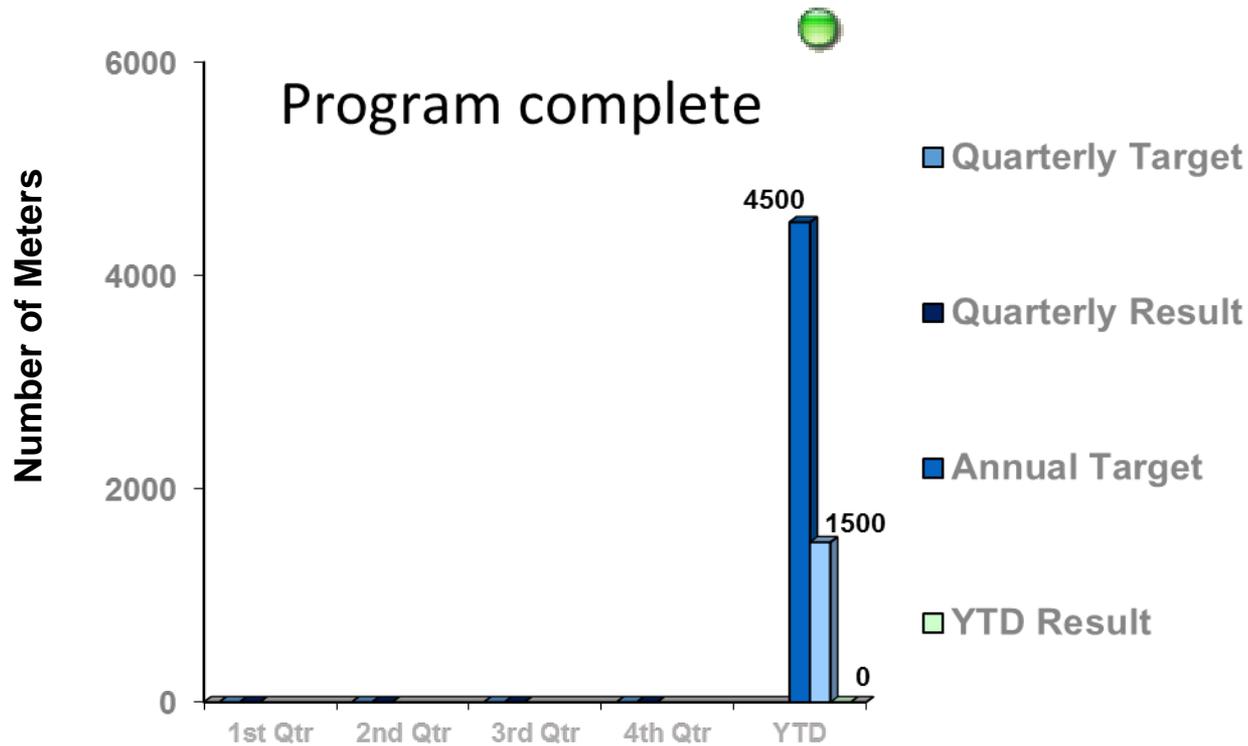
5.3.514



*Measure 5.3.514, Drinking Water Compliance Rate, aims to be no less than 100% every quarter in order to ensure the District meets all of the health related drinking water standards everyday for a single year.*



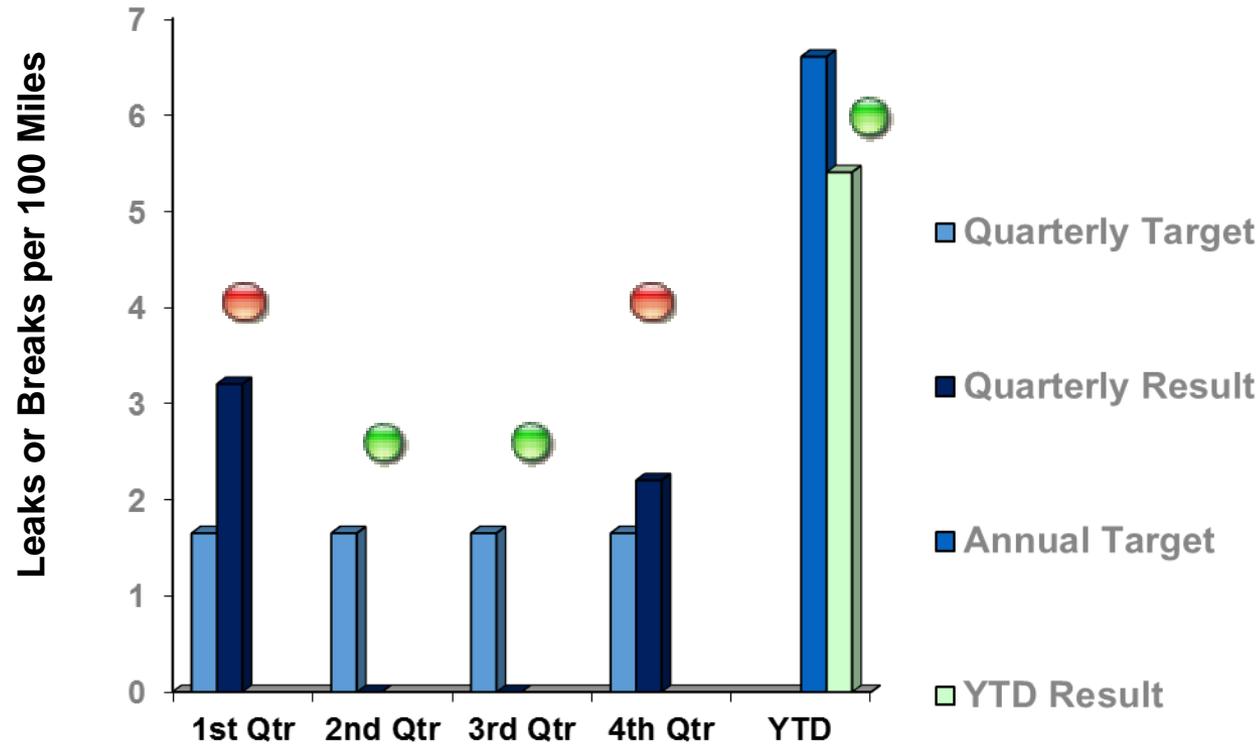
Measure 5.3.515, Collection System Integrity, aims to be below all set targets in order to have no more than 3.5 wastewater collection system failures per 100 miles of collection system pipeline in a single year.



Measure 5.3.516, Replace Manual Read Meters with Automated Meters, aims to be above all set targets in order to have no less than 4500 meters replaced in a single year.

# Recycled Water System Integrity

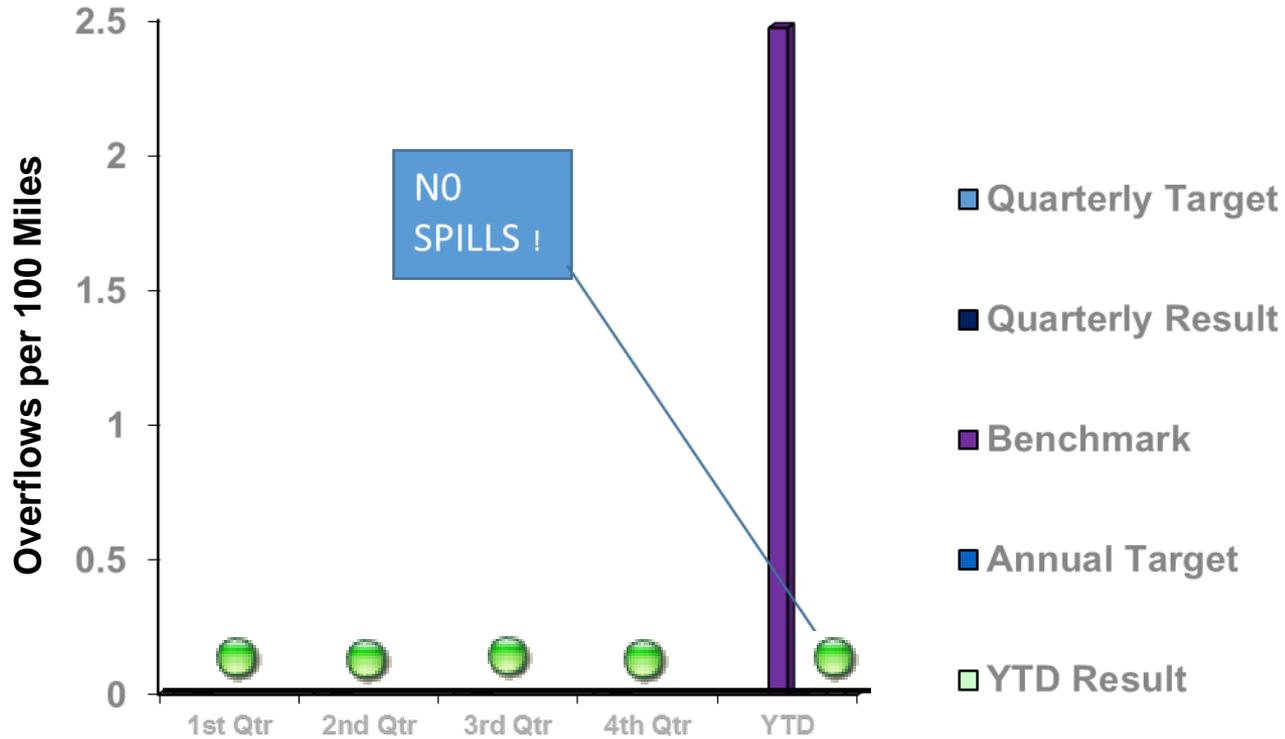
5.3.517



Measure 5.3.517, Recycled Water System Integrity, aims to be below all set targets in order to have no more than 6.6 leaks or breaks per 100 miles of recycled distribution system in a single year.

# Sewer Overflow Rate (QualServe)

5.3.518



Measure 5.3.518, Sewer Overflow Rate, aims to have no overflows in a single year.

# Next Steps FY2015 – 2017 Plan

- Reevaluation of Current Goals and Strategies
- Evaluation of Alternatives
- Evolution of Strategy Maps
- Begin in October 2014
- Finalize By March 2015
- Board Adoption with FY15 Budget

# Questions and Comments

