

OTAY WATER DISTRICT

BOARD OF DIRECTORS MEETING  
DISTRICT BOARDROOM

2554 SWEETWATER SPRINGS BOULEVARD  
SPRING VALLEY, CALIFORNIA

**THURSDAY**  
**October 9, 2008**  
**3:30 P.M.**

**AGENDA**

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. 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
5. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF JUNE 10, 2008, JULY 2, 2008 AND AUGUST 6, 2008; AND THE MINUTES OF THE JOINT AGENCY BOARD MEETING OF SEPTEMBER 19, 2008.

**CONSENT CALENDAR**

6. ITEMS TO BE ACTED UPON WITHOUT DISCUSSION, UNLESS A REQUEST IS MADE BY A MEMBER OF THE BOARD OR THE PUBLIC TO DISCUSS A PARTICULAR ITEM:
  - a) AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE PROPOSED AMENDED AGREEMENT NO. 1 TO THE AGREEMENT FOR THE TEMPORARY EMERGENCY DELIVERY OF A PORTION OF THE MEXICAN TREATY WATERS AND APPROVE THE PROPOSED WHEELING RATE FOR THE DELIVERY OF TREATY WATER TO THE CITY OF TIJUANA
  - b) AUTHORIZE THE GENERAL MANAGER TO SIGN AMENDMENTS TO FOUR SEPARATE UTILITY AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) RELATED TO THE CONSTRUCTION OF THE SR-905 36-INCH PIPELINE UTILITY RELOCATIONS

- c) AWARD A CONSTRUCTION CONTRACT TO NEWest CONSTRUCTION COMPANY, INC. FOR THE 450-1 RESERVOIR DISINFECTION FACILITY PROJECT IN AN AMOUNT NOT-TO-EXCEED \$342,865
- d) APPROVE AN AGREEMENT WITH CRICKET COMMUNICATIONS, INC., A DELAWARE CORPORATION, FOR THE INSTALLATION OF A COMMUNICATIONS FACILITY AT THE 832-1 & 2 RESERVOIR SITE
- e) APPROVE AN AGREEMENT WITH CRICKET COMMUNICATIONS, INC., A DELAWARE CORPORATION FOR THE INSTALLATION OF A COMMUNICATIONS FACILITY AT THE 1200-1 RESERVOIR SITE
- f) RATIFY THE TERMS OF THE SETTLEMENT AGREEMENT WITH NORTHROP GRUMMAN

ACTION ITEMS

7. ENGINEERING AND WATER OPERATIONS

- a) AWARD OF A CONSTRUCTION CONTRACT TO SCW CONTRACTING COMPANY FOR THE 1485-1 PUMP STATION REPLACEMENT PROJECT IN AN AMOUNT NOT-TO-EXCEED \$1,530,500 (RIPPERGER/GRUNOW)

8. BOARD

- a) DISCUSSION OF 2008 AND 2009 BOARD MEETING CALENDARS

REPORTS

9. GENERAL MANAGER'S REPORT

- a) SAN DIEGO COUNTY WATER AUTHORITY UPDATE

10. DIRECTORS' REPORTS/REQUESTS

11. PRESIDENT'S REPORT

RECESS TO CLOSED SESSION

12. CLOSED SESSION

- a) CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION [GOVERNMENT CODE §54956.9(a)]
  - (l) MULTIPLE CASES RELATED TO THE FENTON BUSINESS CENTER AND FILED WITH THE SUPERIOR COURT OF THE COUNTY OF SAN DIEGO RECENTLY CONSOLIDATED UNDER CASE NO. 37-2007-00077024-CU-BC-CTL; AND TWO NON-CONSOLIDATED

CASES, NOS. 37-2008-83163-CU-PO-CTL AND 37-2008-00086689-CU-PO-CTL

(II) AMERICAN PROTECTION INSURANCE V. OTAY WATER DISTRICT, DISTRICT COURT, SOUTHERN DISTRICT OF CALIFORNIA, #08-CV-0662-JM-POR

b) CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION [GOVERNMENT CODE §54956.9(b)]

1 CASE

RETURN TO OPEN SESSION

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

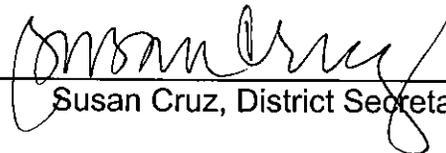
All items appearing on this agenda, whether or not expressly listed for action, may be deliberated and may be subject to action by the Board.

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 October 3, 2008, I posted a copy of the foregoing agenda near the regular meeting place of the Board of Directors of Otay Water District, said time being at least 72 hours in advance of the regular meeting of the Board of Directors (Government Code Section §54954.2).

Executed at Spring Valley, California on October 3, 2008.

  
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Susan Cruz, District Secretary

# AGENDA ITEM 5

## MINUTES OF THE BOARD OF DIRECTORS MEETING OF THE OTAY WATER DISTRICT June 10, 2008

1. The meeting was called to order by Vice President Lopez at 3:31 p.m.

2. ROLL CALL

Directors Present: Bonilla, Breitfelder, Lopez and Robak

Directors Absent: Croucher (due to illness)

Staff Present: General Manager Mark Watton, Asst. GM Administration and Finance German Alvarez, Asst. GM Engineering and Water Operations Manny Magana, General Counsel Yuri Calderon, Chief of Information Technology Geoff Stevens, Chief Financial Officer Joe Beachem, Chief of Engineering Rod Posada, Chief of Operations Pedro Porras, Chief of Administration Rom Sarno, District Secretary Susan Cruz and others per attached list.

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

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

Ayes:	Directors Bonilla, Breitfelder, Lopez and Robak
Noes:	None
Abstain:	None
Absent:	Director Croucher

to approve the agenda.

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

Students (Daniel Wagner, Ben Wagner, Matthew Gale and Lucas Vanwinkle [Lucas was unable to attend today's meeting]) from Oak Grove Middle School and the Steele Canyon High School attended today's meeting to present their presentation on "Water Wars" which won the State-wide National History Day competition. The students will be one of California's representatives at the national competition to be held at the University of Maryland this coming weekend.

Water Wars depicts the dispute for water between the City of Los Angeles and the Owens Valley. The student's had interviewed the District's General Manager, Mark Watton, to get a basic understanding of the conflicts and compromises over water. They also interviewed a rancher, a farmer, Ms. Catherine Mulholland and visited the Owens Valley. Ms. Mulholland is the granddaughter of William Mulholland (who was head of the Los Angeles Dept. of Water and Power during the time of California's water conflict). She is an accomplished educator and author of her and her grandfather's work in the subject of water rights.

The student's presented their video which portrayed the conflict in the early 1900's between Los Angeles and the Owens Valley and how the conflict shaped California water policy.

The student's thanked the board for allowing them to present their project. They indicated that they had been working on the project since the beginning of the school year and had found during their research that water is much more complex than they had expected. Director Robak congratulated the students on their success at the state level and wished them good luck at the national competition. He stated that their project was very timely with today's water circumstances. Director Lopez asked that they let the District know how they did at the national competition and also wished them good luck.

6. APPROVAL OF MINUTES OF THE REGULAR BOARD MEETING OF FEBRUARY 6, 2008 AND MARCH 5, 2008

District Secretary Susan Cruz indicated that there is an amendment to the February 6, 2008 meeting minutes on page 13, the first paragraph under item 11, Directors' Reports / Requests. She noted that the first sentence of the paragraph which reads, "Director Breitfelder reported that at the *County Water Authority...*," and stated that "*County Water Authority*" should be changed to "*Council of Water Utilities.*"

Director Breitfelder indicated that he would also like to clarify in the February 6, 2008 minutes, Director Robak's statement on page 6, second paragraph, with regard to the committee's discussion on the funding of the OPEB liability. He indicated that he wished it noted that Director Robak's statement indicating that the committee was comfortable with the information it had received during discussions at the Finance, Administration and Communications Committee was his personal opinion and not that of the committee as a whole. Director Robak indicated that he was comfortable with an amendment to the minutes that reflects this change.

A motion was made by Director Breitfelder, seconded by Director Bonilla and carried with the following vote:

Ayes: Directors Bonilla, Breitfelder, Lopez and Robak

Noes: None  
Abstain: None  
Absent: Director Croucher

to approve the minutes of the regular board meeting of February 6, 2008, with the noted amendments, and March 5, 2008.

CONSENT CALENDAR

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

Director Breitfelder requested that item 6e, ADOPT ORDINANCE NO. 516 AMENDING SECTION 39, DROUGHT RESPONSE CONSERVATION PROGRAM, FORMERLY KNOWN AS "CONSERVATION AND WATER SHORTAGE RESPONSE PROGRAM," OF THE DISTRICT'S CODE OF ORDINANCES, be pulled for discussion.

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

Ayes: Directors Bonilla, Breitfelder, Lopez and Robak  
Noes: None  
Abstain: None  
Absent: Director Croucher

to approve the following consent calendar items:

- a) APPROVE CHANGE ORDER NO. 6 TO THE EXISTING CONTRACT WITH ZONDIROS CORPORATION FOR THE CONSTRUCTION OF THE CACTUS ROAD UTILITY RELOCATION PROJECT IN AN AMOUNT NOT TO EXCEED \$54,872
- b) ADOPT ORDINANCE NO. 517 TO AMEND CODE OF ORDINANCE SECTION 2.01-E, AUTHORITY OF THE GENERAL MANAGER, OF THE DISTRICT'S CODE OF ORDINANCE
- c) APPROVE THE ISSUANCE OF EIGHT (8) PURCHASE ORDERS TO VARIOUS VENDORS FOR A SOFTWARE MAINTENANCE AGREEMENT TO INCLUDE ANNUAL SUPPORT AND CONSULTING SERVICES; GIS SOFTWARE LICENSES AND SOFTWARE INTEGRATION SERVICES; GBA SOFTWARE LICENSES AND INTEGRATION CONSULTING WORK; TELEPHONE AND INTERNET SERVICES; CELL PHONE AND WIRELESS AIR TIME; 7x24 REMOTE NETWORK MONITORING SERVICES; THE MICROSOFT ENTERPRISE AGREEMENT FOR ALL MICROSOFT LICENSES AND AN ADDITIONAL

LICENSE FOR THE GIS SERVERS; AND IMPLEMENTATION SERVICES TO DESIGN, IMPLEMENT AND INSTALL A WIRELESS BROADBAND CONNECTION TO THE TREATMENT PLANT; TOTALING \$813,000 OF WHICH \$648,000 WILL BE FUNDED THROUGH THE PROPOSED FISCAL YEAR 2009 OPERATIONS BUDGET AND \$165,000 FROM THE PROPOSED CAPITAL BUDGET

- d) APPROVE A CONTRACT WITH INFOSEND TO PROVIDE MONTHLY BILL PRINTING, BILL INSERTION, AND MAILING SERVICES FOR THE DISTRICT'S WATER AND SEWER BILLS

General Manager Watton noted with regard to item 6e that the Finance, Administration and Communications Committee had originally recommended that it be presented to the full board as an action item. He apologized that it was mistakenly placed on the consent calendar.

Director Lopez indicated that due to the time that the board wishes to devote to the budget, he would like to move the discussion of item 6e (note below) to follow the budget workshop. The board concurred.

- e) ADOPT ORDINANCE NO. 516 AMENDING SECTION 39, DROUGHT RESPONSE CONSERVATION PROGRAM, FORMERLY KNOWN AS "CONSERVATION AND WATER SHORTAGE RESPONSE PROGRAM," OF THE DISTRICT'S CODE OF ORDINANCES

#### WORKSHOP

8. ADOPT RESOLUTION NO. 4124, APPROVING THE FISCAL YEAR 2008-2009 OPERATING AND CAPITAL BUDGETS; APPROVE FUND TRANSFERS FOR POTABLE, RECYCLED, AND SEWER; AND DIRECT STAFF TO PROCEED WITH THE RATE STUDY AND PROPOSITION 218 HEARING AND NOTICES

Chief Financial Officer Joe Beachem indicated that the adoption of the budget is the next step following the adoption of the Strategic Plan. He stated that the budget supports the direction of the District that is outlined in the Strategic Plan. He reviewed the agenda for the budget workshop:

- Review the Rate Model
- Implementation of the Rate Changes for Potable, Recycled and Sewer
- Review the CIP Budget
- Review the Operating Budget
- Summarize Recommendations

Chief Financial Officer Beachem indicated that the District is facing some serious budget challenges which includes:

- CWA and MWD Rate Increase Projections are substantially higher than last year
  - The projected rate increased last year for 2009 was 6.4%, however, the increase is expected to be 10.3%
  - CWA indicates that they are projecting the rate increase for 2010 as 3.4%. Staff feels, however, that it would be more prudent to plan on a 7.9% increase.
- Economic and Housing Slowdown
  - Meter Sales are dropping and are expected to be 29% of sales from 3 years ago
    - This is a significant reduction in annexation revenues which fund the District's operating budget and a significant reduction of capacity fees which fund the District's expansion projects
    - Growth will stay relatively flat until 2012 when it is projected that the housing market will begin to picking-up
- Interest Rate Cuts (from 5.3% to 3%)
  - Due to cuts, the District will have loss of interest revenue
- Reduced Water Sales
  - A 5.5% increase is built into the rate model due to decreased water sales. In addition, staff is building in up to a 15% reduction in water sales due to conservation and possible water drought scenarios.

Chief Financial Officer Beachem stated that without these challenges, the District would be looking at a rate increase of 5.4% which is what staff had projected in the previous year. Director Bonilla inquired if it was fair to include the conservation effect as a cause of the rate increase as the District will not buy as much water due to conservation. Chief Financial Officer Beachem explained that it is the net change when evaluating the cost reduction, revenue reduction and power reduction (net impact after subtracting the reduced expense). He noted that water sales is a vast majority of the District's revenues and water purchases are only half of expenses (for each dollar of less revenue, the District loses \$.50 of each dollar of expense).

He indicated that staff must look at ways to mitigate the impact of these challenges to rates. He stated that staff recognized early on the effect that the slowdown in growth was having on the District. He stated in 2008, staff began re-evaluating and reducing the level of CIP expenditures and as a result, the 2008 CIP expenditures to 75% of the budgeted expenditures. He indicated for 2009, staff again re-evaluated the CIP and was able to reduce the CIP budget by \$7.5 million. He stated that these reductions have had a significant effect in reducing the impact of the above challenges. Staff also re-evaluated and reduced the operating budget expenses, bringing down the Fulltime Equivalent's (FTE) by 4 positions (from 173 to 169). Further, program and discretionary spending were cut by nearly \$1 million, legal expenditures are projected to come

down by \$750,000, and water purchase will be reduced (corresponding with lower water sales).

Chief Financial Officer Beachem indicated that staff also uses fund transfers and debt to minimize rates. He stated that as long as there are funds available and the transfers are in compliance with the District's reserve policy, staff has recommended approval of transfers. He indicated that by doing so it lessens the need for debt and rate increases. He lastly noted that staff is proposing that the District utilize temporary available sewer funds for CIP's on the potable side. He stated that the sewer funds will be replenished in years 4, 5 and 6 per the rate model. He indicated by doing this, the District will be able to hold off the issuance of debt by eight months, giving time for the rate increases to strengthen some of the financial ratios that will be affected by the four budget challenges and allowing the District to smooth out the projected rate increases. Chief Financial Officer Beachem noted that even with these actions, the District will have significant rate increases.

He presented a slide showing the District's historical rate increases of 3.9% in 2005 to 5.4 in 2007. He stated even with the efforts that management has made to reduce expenses, a rate increase of 15.4% will be required to balance the budget, maintain financial ratios and reserves. Staff, however, does not feel that a rate spike of 15.4% is responsible to the board or ratepayers and has determined ways to smooth the rate increase over three years with a 9.7% increase in 2009 and 2010, and a 9.1% increase in 2011. He stated the reserve levels would still be held at or above target, however, the lower revenues collected under the smoothing scenario in the first year will cause the debt coverage ratio to drop a little. In discussions with the District's Financial Advisor, she indicated that because the District demonstrates strength in other areas, the drop in the first year of the rate smoothing scenario will not affect the District's credit rating.

Director Breitfelder inquired with regard to the pie chart (see attached presentation, slide no. 5), it seems to indicate that 0% of the rate increase can be attributed to internal cost and that the increase is mainly due to external factors. Chief Financial Officer Beachem indicated that it may seem that way, but what staff has reflected in the chart is the impact of the four increases (four challenges) to the rate model as they are new. If the challenges are not included, the District would be back to the 5.4% increase staff had projected last fiscal year.

He noted that the financial ratios are just one aspect of the District's overall credit rating and financial strength. He presented a slide showing a list of items that are also attributed to the District's AA- credit rating (see attached presentation, slide no. 10). He also noted that by using the sewer reserves, the District is able to push out the debt issuance to 2010 and by that time, the financial ratios would have been rebuilt and the District will be in a very strong position as it returns to the bond markets.

He reviewed the debt coverage ratio and its levels over the next six years (see presentation, slide no. 11). He noted that the operational debt coverage ratio, under the smoothing scenario, climbs from 96% in 2009 (below target of 125%), to the target level in 2012 at 151%, and continues to climb to 177% in 2014. He noted that the presented operational ratio is based on "no growth," that is, it ignores all capacity and annexation fees.

Director Bonilla inquired what is it that the District is trying to achieve. He indicated that he felt that the District should do whatever is needed to assure that it meets its financial obligations and maintains its financial strength. If it takes a 20% increase in rates, then that is what should be done. It was discussed that the District can certainly implement the rate increase in one year or, alternatively, use the rate smoothing model as it has in the past. It was indicated that the District has a strong financial position and would not impact its financial strength if the rate smoothing model was utilized (spreading rate increases over a period of time). He noted that the District, this year, is still the eighth lowest in cost among the member agencies.

Director Bonilla indicated that he would like staff to present the best case scenario. He indicated that he needed to know where the District stands before he can make his decision. If the District needs to implement a 15% increase to maintain its financial strength and credit rating, then that is what the board should do.

Director Breitfelder inquired if the District increased rates by 15% what is the financial impact. Chief Financial Officer Beachem indicated that it puts the District at a slightly stronger position; the "no growth" debt coverage ratio would be at 125% (at target). However, if the District utilized the rate smoothing model (9.7% increases) with the debt coverage ratio dropping a little, the District's credit rating still would not be impacted.

Chief Financial Officer Beachem further indicated that with the proposed budget, staff is able to successfully level the rates, maintain the financial strength of the District, support the Strategic Plan objectives, provide a high level of service to customers and maintain reserves at target levels per the approved Reserve Policy. He stated that today is not about requesting approval of the rate increases, but rather the budget itself and the reserve transfers. He indicated that while it is very important to understand the rates that support the budget, the district does need to go through the Proposition 218 hearing process and a process to determine the rates for each customer type. Staff is looking at drought stage pricing, rate simplification and how they will be implemented.

He stated that the sewer rate increase will be greater than expected at 4.6%. He indicated that the increase is not due to a change in revenues or expenses, but because of a philosophical change. He stated that the sewer rate was set at 1.7% last year to draw down a portion of the sewer general fund surplus. At this

time, staff feels that the surplus should be held until after the Sewer System Management Plan Study is completed. At that time, staff will know what other sewer facilities will be required and where the reserves may be needed. In order to maintain the reserves, a moderate increase of 4.6% is being proposed to keep revenues on par with expenses.

Chief Financial Officer Beachem also reviewed the reserves and noted that they totaled \$85.9 million at the beginning of the six year rate model and will hold fairly steady at \$87.2 million by the end of the six years. He noted that the target levels also hold fairly consistent from \$62 to \$64 million over the six year period. He explained that the funds that are over target will be drawn down as construction of facilities uses these funds up. He stated the surplus is primarily due to the temporary sewer fund surplus and once the sewer system plan is complete, staff will be in a better position to recommend what to do with the sewer reserves. He noted that debt will be utilized to fund expansion and replacement projects and \$28 million would be issued in 2010, \$25.4 million in 2012, and \$21.6 million in 2014. He stated that in addition to debt financing of projects, the District's Reserve Policy outlines the use of reserves to support construction and maintain the reserves at or above target. He stated that the presented slide summarizes the transfers that staff is requesting (slide no. 17).

He summarized that staff is recommending a rate increase of 9.7% for both potable and recycled and a 4.6% increase for sewer. He indicated that additionally, the District has future uncertainties with the following issues which will also have impact to the budget:

- SD17, the connection with the City of San Diego—it is not known at this time how the connection will affect the District
- Asset Management Plan—Indicates how future facilities might change in the District's CIP
- City of San Diego's Reclaimed Water Rate—it is not known what the city will do with the rate
- Power and Fuel Cost
- Sewer System Management Plan

Director Bonilla inquired that it was his understanding that the board was not voting on the rate increases. Chief Financial Officer Beachem indicated that that was correct, staff is requesting that the board approve the budget and the reserve transfers. General Manager Watton indicated that if the board approves the proposed spending plan for FY 2008-2009, then staff would prepare for presentation to the board the rate increases that would be required to support the approved spending plan. At this time, the proposed rate increase is expected to be 9.7% for potable and recycled; and 4.6% for sewer. However, if the board indicated that they would prefer increases of 15.4% in FY 2008-2009, 8% the following year, and 5.2% the year after, then staff would need to modify some of the fund transfers and would return to the board in November with the proposed Proposition 218 notices.

Director Breitfelder indicated that he did not feel that the board had enough time over the weekend to review the budget materials. He indicated that he, thus far, likes what he has seen, but just has not had enough time to review the details of the budget.

Director Bonilla indicated that he was uncomfortable with regard to the rate scenarios and would like more information about the rates. Chief Financial Officer Beachem indicated that all factors have been built into the District's rate model and he felt that staff was being very prudent. The proposed increase of 9.7% is staffs' best estimate.

District Secretary Cruz indicated that a tentative meeting has been calendared for June 23, 2008 should the budget not be adopted at today's meeting and a follow-up meeting was required. She stated that all directors have indicated that they would be available on June 23 for a follow-up meeting.

Director Bonilla indicated that at the June 23 meeting he would like a chart showing how the District's rate compares to other local member agencies. He indicated that he would also like information on the District's cash and credit position with the various rate increase scenarios. He indicated that he would also like staff to rework the pie chart (presented on slide no. 5) showing percentage wise, the causes of the proposed rate increases.

Chief Financial Officer Beachem presented a slide showing (slide no. 20) where the District's rate would rank among the local member agencies for an average customer who used 15 units monthly. Such a customer would be billed approximately \$52.80 which would place the district about eighth lowest cost among the local agencies. He stated a conserving customer who utilized 10 units would be billed monthly approximately \$36.85 which would place the District fourth lowest (two places lower than last year) in cost among the local agencies. It was noted that staff had estimated some of the agencies' rate increases (those indicated in blue on slide no.s 20 and 21) as they had not responded to staff's request for their proposed increases.

Director Bonilla requested that staff include the agencies' proposed percentage increases on the charts as well.

He also presented the sewer cost. He indicated last year the District was somewhere in the middle and this year the District dropped to approximately the one third point on the chart (slide no. 22). He stated the reason is the District had implemented winter based average rate structure. He indicated that the District's prior sewer structure was fixed, now it is based on the customer's water consumption during the winter months. He noted that last year the average customer was using approximately 20 units per month and today they are using 15 units per month as a result of conservation.

Accounting Manager Rita Bell indicated that in May, staff presented to the board an informational staff report introducing the subject of developing a rate structure, for customers other than residential classes (such a structure is already in place for residential customers), that simplified the District's current rate structure and promoted conservation through a "drought" rate structure. She stated that staff will be working with a rate consultant and will bring back information from the rate study during the time of the Proposition 218 hearings. Director Bonilla inquired when staff would bring back the rate information. Accounting Manager Bell indicated that staff expects preliminary information in August and based on the information, would bring back the Proposition 218 notices and likely have the rate hearing in November. She stated that the notices must be sent to the District's customers 45 days prior to the hearing date. Staff expects to present the drafts for the board input before the notices are forwarded.

Accounting Manager Bell reviewed the various rate structures that staff will be evaluating with the consultant (slide no. 24) and determining the best way to implement the tiers to encourage conservation. She indicated that the proposed rate increases (9.7% and 4.6%) is what will be required to balance the budget (revenues and expenses).

Chief of Engineering Posada reviewed the Capital Improvement Budget (CIP). He stated staff utilizes various growth projections to develop the CIP. He stated as the board is aware, the District has experienced a significant slowdown in growth over the last few years. He indicated that the housing market in the City of Chula Vista is expected to remain slow for at least the next couple of years with a modest upturn in three years. Staff projects that meter sales in EDU's for FY08 will be 620, 520 in FY09, and 670 in FY10.

He indicated in developing the six-year CIP, staff ties together information from several master planning tools; Water Resources Master Plan, Urban Water Management Plan and the Sub-Area Master Plan (development document provided by the developers). Staff also considered the following assumptions when developing the budget to support the six-year CIP:

- Growth will remain slow with an increase of less than 1%
- Projects for Expansion, Betterment and Replacement were included in the CIP
- The expenditure plan for the six-year CIP will be as level as possible
- The ENR Construction Cost Index will be utilized to project cost increases

Chief of Engineering Posada presented a slide showing the price increase of concrete and steel graphically (slide no. 30).

He noted that last year, staff projected the CIP budget expenditure for FY09 at \$38.4 million. This year, because of the slowdown in growth and other conditions, staff reduced the projected CIP budget expenditures for FY09 to \$30.9 million. Last year, the CIP budget expenditure during the six year window

from FY08 to FY13 was projected to be \$191.5 million, this year the six-year window from FY09 to FY14 is expected to be \$170.4 million. He noted that the expenditures breakdown into the following categories:

Capital Backbone	\$ 23 million
Developer Reimbursement	\$ 0.5 million
Replacement & Renewal	\$ 5.8 million
Capital Purchases	<u>\$ 1.6 million</u>
Total:	\$30.9 million

Director Brietfelder inquired which projects accounted for much of the rate increase related to Replacement & Renewal. Chief of Engineering Posada indicated that he did not have the information readily available, but while he continues his presentation, staff will find the information.

He presented a slide listing the major capital backbone projects (slide no. 33)

Staff located the information related to Director Breitfelder's inquiry. Accounting Manager Bell indicated that a large portion of the monies support the AMR program (\$1.2 million) and the Air-Vac Replacement program (\$1 million). She noted that on page 114 of the budget, under the category Replacement and Renewal, it lists all the projects. A few of the other Replacement and Renewal projects are the SR 125 and 905 utility relocation projects, the District's annual payment to the Spring Valley Sanitation District and the Calavo Sewer Lift Station, etc.

Chief of Information Technology Geoff Stevens indicated that his division is moving more toward targeted smaller projects as the IT Division has made its significant investments over the last several years with the implementation of GIS, IMS and the IG systems. He indicated that his department is now in the process of assessing its entire asset base and noted the projects that they will be working on in FY09 (slide no. 34).

Accounting Manager Bell reviewed the budget process and noted that the big challenge for FY09 is finding ways to reduce the Operating and CIP budgets to minimize the rate increases. She indicated that staff utilizes the Rate Model to determine where the District's targets need to be set, examine growth and cost changes, and review all operating and CIP budget requests. The draft is then reviewed by the senior management team in several meetings and necessary adjustments are made to balance the budget. She indicated that the proposed budget does include the effects of the economy and the anticipated drought stages.

She further indicated that the FY08 growth projection was 2.1%, but with the slowdown in the economy the actual growth rate is anticipated to be .7%. A modest growth rate of .06% is anticipated for FY09 for potable accounts and a slightly higher growth rate of 2.7% for recycled accounts. These estimates are

based on actual developer projects. She stated that anticipated sales are expected to pick back up in FY12.

Accounting Manager Bell indicated that the FY09 budget revenues are only 0.4% higher than last years budgeted revenues overall. She stated that this budget year reflects the slowdown in water sales and other areas of the budget. Staff anticipates that water sales will be 5.5% less than what was projected in FY08. The decrease is a result of lower than anticipated growth, expectation of another drought year, and impacts due to the request to conserve in response to the drought. Staff expects a 2.4% increase in revenue's after a rate increase of 9.7%. She indicated that depending on which of the rate increase scenarios is utilized, revenues from water sales, energy fees and penalties will change (variable revenues). She stated that staff is trying to keep the revenue breakdown to 30% fixed and 70% variable to stay in compliance with BMP 11 to encourage water conservation.

She indicated that the recycled revenue increase of 4.9% is a little higher as the reclaimed growth rate is a little higher. The 4.9% revenue increase includes revenues after the 9.7% rate increase. She stated that CWA also increased the District's recycled credit rate from \$147 to \$200 per acre foot.

She noted that sewer revenues will decrease 19.9% (\$533,800) after the 4.6% rate increase due to the decrease in winter-based average consumption of 25% as there was more rainfall than anticipated this past winter. She stated that this is something that staff will need to monitor and adjust each year as expenditures and revenues must be balanced over the full budget. This trend is not expected to continue each year, but it is good as conservation is something the District wishes to encourage.

She reviewed the status of other revenue categories (see slide no. 46) which includes meter fees (decrease of 67.4% or \$214,700), capacity fee reimbursement (decrease of 8% or \$112,600), betterment fees for maintenance (decrease of \$20,000), non-operating income (decrease of 2.8% or \$47,100) and tax revenues (increase of 3.3% or \$133,500).

Accounting Manager Bell then reviewed the expenditures expected in FY09. She indicated that there was a small increase of 0.4% between FY08 to FY09. She stated that she felt that the District has done a good job in mitigating cost increases where it can. She noted that water purchases for FY09 dropped 5.5% due to the slow down in the economy and anticipated water conservation.

She noted the sources of potable water purchases for the upcoming year will all come from CWA. Raw water treatment from the City of San Diego through the Lower Otay Pump Station will no longer be purchased as the cost to treat the water through the city has increased. If the District also includes the cost of diesel fuel to pump the water, it is no longer a cost effective source of water. She stated that recycled water will be purchased from the City of San Diego's South

Bay Water Recycling Plant to augment the water produced by the District's Chapman Water Treatment Plant.

She indicated that the variable cost for potable water increased 3.7% or \$896,200. This cost includes the volume purchase decrease of 5.5% due to slowed growth, rainfall, and conservation along with a water rate increase of 10.3% from CWA. She reviewed the variable cost increase of 0.7% or \$9,900 for recycled water which also includes a volume purchase decrease of 8.8% due to slowed growth, rainfall and conservation along with a rate increase of 10.3% or \$133,400 from the City of San Diego. She noted that staff utilized CWA inflators for the cost increase for recycled as it was felt it was a reasonable increase to use as an estimate.

She stated that it is estimated that the fixed cost of water will increase 12.9% or \$601,100 in FY09 (breakdown of increase is noted on slide no. 52). She noted that staff has included a new fee for fixed cost, Recycled Meter Fee, which staff was not aware of when the budget was built last year. Director Bonilla inquired if the fee was within the contract. Chief Financial Officer indicated that staff was aware of the fee, however, it was not included in the budget process.

Accounting Manager Bell indicated that the water purchase volume decrease of 5.5% also affects power cost. Power cost is expected to decrease .9% despite the 2% rate increases on January 8, 2008 from SDG&E and the expected 2.8% increase effective July 1, 2008.

Director Bonilla inquired if staff also incorporated savings due to conservation when they adjusted power use. Accounting Manager Bell indicated that staff did include conservation in the adjustment.

Chief of Administrative Services indicated that the Human Resources Department has worked with the senior staff of each department and General Manager to identify staffing needs during the year and during the budget process. Each Department assesses its needs in filling vacancies and forecasting future needs related to workload and anticipated vacancies (retirement, terminations and extended absences). When a position becomes vacant, it is determined whether it should be filled or if another vacancy within the department or outside of the department should be filled. He stated that the proposed budget reflects the exact headcount assigned to each department. Overall, the headcount was reduced by four positions for FY 2009, from 173 to 169.

Director Bonilla indicated that it is his understanding that the District is not planning to reduce positions except through attrition. He inquired how the Employee Association felt about not replacing some of the union positions. Chief of Administration Sarno indicated that the positions identified are those that are not required based on workload and assignments. There is no direct communication with the Employee Association with regard to such positions.

The Association contract does not require a "meet and confer" on this particular issue. It was discussed that positions may have been reduced in engineering due to workload and possibly one in operations, however, the Association understands how the District is handling staffing and it has not come up as an issue. If there were layoffs or a reduction in workforce, it would be a much different scenario. Director Bonilla indicated that he would like to see staff plan when implementing automation to allow staff to move to different positions. It was indicated that staff does currently plan and provide such movement for existing staff. For clarification it was noted that there is no layoff or reduction in workforce planned in the proposed FY09 budget nor has it been discussed.

Accounting Manager Bell indicated that despite the reduction in headcount, there was some cost increases that is consistent with the District's five-year labor agreement and funding plan. Salary and fringe benefits cost increased 10.3% or \$1,601,000 (see slide no. 57). She indicated that less of employee labor is charged to CIP and more to the operating budget. This is not really a cost increase, but instead a shifting of labor cost from CIP to the operating budget. Also, there is a benefits cost increase of \$493,000. This cost increase is mainly due to an increase in medical costs.

She indicated that Administrative Expenses dropped 15% or \$1,047,200 (see slide no. 58). The decrease is due to four main categories:

- Departmental Budget Cuts (travel, etc) of \$145,600
- Completion of Contracts (contracts no longer required such as employee negotiations contract) of \$84,000
- Conservation Grants Removed (incentive payments complete) of \$120,000
- Legal Expense Reduction of \$741,500

Materials and maintenance costs have also been reduced 13% or \$580,000. The decreases consisted of:

- Fuel & Oil cost decreased \$214,500
  - She indicated that this is mainly due to the District no longer requiring the purchase of diesel of fuel to run the pump station for the Lower Otay Reservoir as the District will no longer be purchasing treated water from the City as it is not cost effective.
  - Staff did anticipate a fuel cost increase in the budget and expects an average cost of \$4.80/gallon in FY09.
- Increase of Metro Sewer and SVSD O&M cost of \$65,100
- Decrease in Janitorial and Landscaping cost of \$82,600
- Decrease in the number of meters to be purchase of \$165,900 for new meter sets
- Decrease in Chemical and Lab Supplies cost of \$182,200

Chief of Operations Pedro Porras indicated the additions to the materials and maintenance cost savings, the Operations Department anticipates a \$145,000 savings to its FY09 budget due to the following:

- SCADA Support Contract was discontinued for a savings of \$30,000 as the new employee has become proficient with the District's SCADA system.
- DHS requirements to renew the discharge permit for the Treatment Plant has been completed which will provide a saving cost of \$20,000 in FY09
- The maintenance on the pressure reducing valve on the 624-3 Reservoir has been deferred for a couple years for a cost savings of \$35,000. Staff is comfortable that the maintenance can be deferred without impacting the District's operations.
- A savings of \$25,000 will be incurred by simply changing the purchase of sodium hypochlorite from the solid form to the liquid form.
- The required 5 year maintenance on the treatment plant Scrubber (neutralizes chlorine gasses should a spill occur) is complete for a cost savings of \$35,000

Accounting Manager Bell indicated that the last portion of the Operating Budget is the transfers which Chief Financial Officer Beachem discussed earlier. The Operating Budget funds the Reserves to keep them at target. Last year, the District funded the Replacement, Expansion and Betterment Reserves. This Fiscal Year, the District proposes that the Replacement and Expansion Reserves receive funding (more in the Expansion Reserve) [slide no. 61]. She presented a slide showing the total expected revenues and expenditures for FY09 of \$66,443,000.

Chief Financial Officer Beachem indicated that staff will be coming back to the board at the June 23, 2008 meeting and present some of the information that has been requested during today's meeting and a request will be made at that time that the board approve the FY09 budget.

Director Breitfelder requested that staff include in their presentation how the District's budget would be affected if the State once again borrowed the District's tax revenues.

The board recessed at 5:39 p.m. and reconvened at 5:53 p.m.

Director Bonilla left at 5:40 p.m.

#### CONSENT ITEM PULLED FOR DISCUSSION

- 6e) ADOPT ORDINANCE NO. 516 AMENDING SECTION 39, DROUGHT RESPONSE CONSERVATION PROGRAM, FORMERLY KNOWN AS "CONSERVATION AND WATER SHORTAGE RESPONSE PROGRAM," OF THE DISTRICT'S CODE OF ORDINANCES

Conservation Manager Granger presented the four levels of drought response developed by the District based on CWA's suggested levels. He stated that the levels are in sync with CWA with a couple minor changes. This item was presented to the Finance, Administration and Communications Committee. He indicated that if the board approved the revisions to Section 39 of the District's Code of Ordinances, the General Manager would declare a Level I Drought Watch. Any subsequent declarations would be made by the board. Level I is essentially a voluntary 10% water use cutback. Level II begins the mandatory cutbacks and the drought rate pricing which will be brought to the board in the fall for consideration along with monitoring and enforcement procedures. He stated that staff fully expects that by this time next year, that District will be at a Level II drought alert and facing a reduction of up to 20%.

He reviewed the different levels in detail and noted that the District made a couple changes from CWA's suggested program at Level I and included a suggestion that customers not water more than three days a week (this is not mandatory, but a suggestion to customers). The District's Level I also requires that leaks be repaired within 48 hours (CWA suggested 5 days) and this requirement continues through Level III. Level II requires a mandatory cutback of up to 20%. Also, because the District's service area is more inland, the limit on lawn and landscape irrigation in Level II has been set at 15 minutes per water station per day for the more traditional sprinklers that 90% of the District's customers own. At Level III, CWA is banning water features. Otay's Drought Response Conservation Program does not ban water features for residential customers. Staff also added language with regard to larger vehicles such as RV's, horse trailers, etc. which cannot be taken to local car washes. The District will allow such vehicles to be washed at home using a bucket and a mobile pressure device. Annexations will also be halted and no new potable water services will be provided by the District (no new meters will be sold). He stated that at Level IV, Section 350 of the State Water Code is enforced. A formal public hearing is required to declare a Level IV Drought Response. All water-use restrictions for Level IV follows CWA's program suggestions.

Director Robak indicated that the Finance, Administration and Communications Committee reviewed this item and felt that this was very important information for the board to hear and suggested that it be presented as an action item. He stated that he felt that the District has done a thorough job to address the water supply situation and would like to think this is work in progress which can be amended as needed. He stated that he felt it was appropriate to follow CWA as the District is dependent on imported water.

Director Breitfelder indicated that he felt it was very important that staff and the public understand where the board stands on the water supply issue. He stated that the District must stick to the Drought Response Levels, even when Levels III and IV are enforced and it is unpopular in the community. He indicated that the

public will be better off if the District took the necessary actions to protect the water supplies long-term, even if the actions are unpopular.

General Manager Watton indicated that CWA is doing everything it can to mitigate the need to enforce the Drought Response Levels. He stated that this is, however, a way to get prepared. Staff will also be presenting to the board fines and operations that will be put in place to support the enforcement of the levels at a future meeting.

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

Ayes:	Directors Breitfelder, Lopez and Robak
Noes:	None
Abstain:	None
Absent:	Director Bonilla and Croucher

to approve staffs' recommendations.

Director Robak inquired how many Districts have declared a Level I alert. General Manager Watton indicated that at the moment there are a couple of agencies. About 20 of the 24 agencies will have this item on their agenda about this time next month and by the end of August it is expected that 100% would declare a Level I alert.

## ACTION ITEMS

### 9. BOARD

#### a) CONSIDERATION TO NOMINATE REPRESENTATIVES TO SAN DIEGO LOCAL AGENCY FORMATION COMMISSION (LAFCO)

General Manager Watton indicated that this item was presented to the Finance, Administration and Communications Committee and the committee did not have any recommendations for a nomination. Hi indicated if the board did wish to forward a nomination, it would require board action. The board did not wish to make a nomination.

#### b) DISCUSSION OF 2008 BOARD MEETING CALENDAR

It was noted that a follow-up board workshop on the budget was scheduled on June 23, 2008. No changes were made to the board calendar.

## INFORMATIONAL ITEMS

10. THESE ITEMS ARE PROVIDED TO THE BOARD FOR INFORMATIONAL PURPOSES ONLY. NO ACTION IS REQUIRED ON THE FOLLOWING AGENDA ITEMS.
- a) REPORT ON BOARD OF DIRECTORS FISCAL YEAR 2008 3<sup>RD</sup> QUARTER EXPENSES (PRENDERGAST)
  - b) 3<sup>rd</sup> QUARTER CIP UPDATE (RIPPERGER)
  - c) INFORMATIONAL REPORT ON THE REQUEST FROM SYCUAN BAND OF THE KUMEYAAY NATION ANNEXATION TO OTAY WATER DISTRICT FOR WATER SERVICE (SPECIFIED PARCELS ONLY) AND SEWER SERVICE (WATTON/CHARLES)

Director Robak indicated with regard to item "c" above, he had discussed with Public Services Manager, David Charles, parcel C which appears on the map that is attached to staffs' report. He understood that this parcel was within the District's sphere of influence, but it is not within an Improvement District (ID) and must be annexed into an ID. The annexation would be an Otay process for this parcel. It was discussed that parcel A, where the reservation resides, is not within the District's sphere of influence and must be annexed into the District's sphere of influence. The sewer line closest to the reservation is located on Dehesa Road and Vista Matama Place. Sycuan is requesting that the sewer be extended to all parcels (A, B and C). It was explained that parcel C requires only action from Otay to annex it into an ID. Parcel A (sewer and water service) will require action by Otay, CWA, MWD and LAFCO for water; and action by Otay and LAFCO for sewer. Parcel B (sewer only) resides in Padre Dam's sphere of influence and will require action by Otay, Padre and LAFCO. Staff expects to present a board resolution with the intent to annex in the near future. The process through LAFCO may take three years to complete.

Director Robak requested that the staff report should accurately indicate that the division affected is Division 5. He also requested that he be apprised of the status of the annexation as information occurs.

Director Breitfelder inquired what are the current facilities for the parcels. General Manager Watton indicated that parcel A has housing, support services and buildings for the tribal use which may be expanded. Parcels C & B are new purchases that are off the reservation, but may be included in the reservation sometime in the future. The tribe is looking to secure its utility needs for the future.

Director Breitfelder inquired if the sewage from the reservation would increase the economies of scale of the District's sewer service. General Manager Watton indicated that the District has charted the ultimate growth within the District's service area and has looked at the parcels that could possibly annex in that would have an immediate use of the sewer system. These parcels would be charged appropriately with the knowledge that the District may need to get additional capacity in 30 to 40 years. The District must decide if it will use some of the capacity now or hold it in reserve forever

and never utilize it. He indicated that it may make sense to use some of that capacity now and this is what the District is exploring with parcel A. He indicated that there is quite a bit of slack in the system now and, at the moment, Sycuan annexing into Otay's sewer system is looking positive, but it requires additional studies.

Director Breitfelder inquired if water from Padre Dam is likely and what is the prospect of Otay providing the water services. General Manager Watton indicated that the Sycuan Tribe had originally discussed water services with Padre Dam. Padre Dam and Otay had discussions with the Sycuan Tribe and during the discussions, Otay staff had indicated that the process and fees that are outlined in the District's website is the process that will be followed for their annexation into the District. There would be no special process/deal developed for the Tribe. Following discussions, the Sycuan Tribe made a business decision and has approached Otay for annexation.

## REPORTS

### 11. SAN DIEGO COUNTY WATER AUTHORITY UPDATE

General Manager Watton indicated that he had distributed a copy of CWA's official statement for their last bond issue. He noted that the most relevant pages to review are 14 to 31 as they outline all operational issues and disclosures. He indicated that it is very good reading as it provides a good picture of CWA affairs.

### 12. GENERAL MANAGER'S REPORT

He noted that staff is still working with IEC to resolve concerns and will be discussing the issue further with the board in the future.

He indicated that there has been a lot of interest in the artificial turfgrass rebate program. It seems to be a popular program and staff is discussing additional conservation programs. He noted that Conservation Manager William Granger has a new staff member, Richard Namba, who will also be focused on water conservation programs.

He shared that the board has approved the Strategic Plan (FY09-11) and staff is continuing to work on project plans.

He indicated that staff has been focused on budget preparations, which was presented to the board during today's meeting. He stated that the finance department carries the heaviest burden to put together the figures and facts to generate the budget documents and it is hoped that, again, the District will have an award winning budget document.

He noted that the District will be retaining a rate consultant to help staff develop rates and drought rate structures.

General Manager Watton indicated that staff is still exploring solar opportunities for the District and it is something that they are actively considering.

CESPT visited the District to view the District's GPS system and a group from Tijuana and CDM visited to discuss seawater desalination. A nice relationship has been developed with the agencies to the south which provides opportunities for sharing technologies and what our agencies have learned in using these new technologies.

He indicated that the District received a grant check from United States Bureau of Reclamation in the amount of \$1 million for the District's recycled water program. With this payment, the District has received approximately \$4 million of the \$12 million Title XVI grant.

The District had requested that Mexico make payment on the amount due on their contract to deliver water to their country through the District's system. The District has received \$740,713 which leaves about \$80,000 still outstanding. It is expected that Mexico will make final payment on the contract by the termination date in October. Mexico is interested in continuing the wheeling contract and the District anticipates that the new contract will be submitted for board approval in October from the IBWC and CILA.

#### 13. DIRECTORS' REPORTS/REQUESTS

Director Breitfelder indicated that he attended CSDA's Special Districts Legislative Day in Sacramento and the central topic of discussion was the State possibly borrowing local agencies tax revenues once again. He stated, from the discussion, that it is very possible that it could occur again. He suggested that if it should transpire, that as part of the District's required disclosure to the public under Proposition 218, that an explanation be provided in plain language and cite which of the local representatives voted for and against the issue.

Director Lopez indicated that he appreciated the presentation by the Oak Grove Middle School and the Steele Canyon High School students and it was a pleasure to see young students excited about water.

#### 14. ADJOURNMENT

With no further business to come before the Board, Vice President Lopez adjourned the meeting at 6:34 p.m.

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President

ATTEST:

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District Secretary

# AGENDA ITEM 5

## MINUTES OF THE BOARD OF DIRECTORS MEETING OF THE OTAY WATER DISTRICT AND July 2, 2008

1. The meeting was called to order by Director Bonilla at 3:33 p.m.

2. ROLL CALL

Directors Present: Bonilla, Breitfelder and Robak

Directors Absent: Croucher (assigned to work fires in Northern California),  
Lopez (out-of-town on vacation)

Staff Present: General Manager Mark Watton, Asst. GM Administration  
and Finance German Alvarez, Asst. GM Engineering and  
Water Operations Manny Magana, General Counsel  
Aerobel Banuelos, Chief of Information Technology Geoff  
Stevens, Chief Financial Officer Joe Beachem, Chief of  
Engineering Rod Posada, Chief of Operations Pedro  
Porras, Chief of Administration Rom Sarno, District  
Secretary Susan Cruz and others per attached list.

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

A motion was made by Director Breitfelder, seconded by Director Bonilla and  
carried with the following vote:

Ayes:	Directors Bonilla, Breitfelder and Robak
Noes:	None
Abstain:	None
Absent:	Directors Croucher and Lopez

to approve the agenda.

5. APPROVAL OF MINUTES OF THE REGULAR BOARD MEETING OF APRIL 2,  
2008:

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

Ayes:	Directors Bonilla, Breitfelder and Robak
Noes:	None
Abstain:	None

Absent: Directors Croucher and Lopez

to approve the minutes of the regular board meeting of April 2, 2008..

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

No one wished to be heard.

CONSENT CALENDAR

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

- a) ADOPT RESOLUTION NO. 4125 TO ESTABLISH THE TAX RATE FOR IMPROVEMENT DISTRICT NO. 27 AT \$0.005 FOR FISCAL YEAR 2008-2009
- b) APPROVE AGREEMENT WITH TMO CA/NV, LLC, A NEVADA LIMITED LIABILITY COMPANY (T-MOBILE) FOR THE INSTALLATION OF A COMMUNICATIONS FACILITY AT THE PATZIG RESERVOIR SITE
- c) CONSIDERATION TO NOMINATE A DISTRICT MEMBER TO THE CALIFORNIA SPECIAL DISTRICTS ASSOCIATION'S (CSDA) BOARD OF DIRECTORS REPRESENTING REGION 6 AND ADOPT RESOLUTION NO. 4124 IN NOMINATION OF THE DISTRICT'S CANDIDATE
- d) ADOPT RESOLUTION NO. 4127 OF THE BOARD OF DIRECTORS OF OTAY WATER DISTRICT FIXING TERMS AND CONDITIONS FOR THE ANNEXATION TO OTAY WATER DISTRICT IMPROVEMENT DISTRICT OF THOSE LANDS DESCRIBED AS "McCARTHY SEWER ANNEXATION" (APN 517-190-05) AND ANNEXING SAID PROPERTY TO OTAY WATER DISTRICT IMPROVEMENT DISTRICT NO. 18 FOR SEWER SERVICE (WO 0210-20.302)
- e) AWARD A PURCHASE ORDER TO KIRK PAVING IN AN AMOUNT NOT TO EXCEED \$190,000 FOR AS-NEEDED ASPHALT PAVING SERVICE FROM JULY 1, 2008 THROUGH JUNE 30, 2009
- f) APPROVE THE REQUEST TO REIMBURSE MCMILLIN OTAY RANCH, LLC FOR THE COMPLETED CAPITAL IMPROVEMENT PROJECT, MCMILLIN OTAY RANCH SPA 2, VILLAGE 6 DEVELOPMENT, PL 16-INCH, 711 ZONE, BIRCH ROAD AND SR 125 IN THE AMOUNT OF

\$185,047,80 AND 12-INCH 944 ZONE, BIRCH AND LA MEDIA / EASTLAKE PHASES 1, 2, AND 3 IN THE AMOUNT OF \$325,383.45

Director Breitfelder requested that the following agenda items be pulled for discussion:

- 6g AWARD A CONTRACT TO PACIFIC METER SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$179,505 FOR RETROFITTING UP TO 4,500 EXISTING MANUAL READ METERS WITH NEW AUTOMATED METER READ (AMR) METERS;
- 6h REJECT A CONSTRUCTION CONTRACT BID FROM PRIME TIME CONSTRUCTION INC. IN THE AMOUNT OF \$225,902 FOR THE CONSTRUCTION OF THE AGENCY INTERCONNECTIONS PROJECT

Director Robak requested that the following agenda item be pulled for discussion:

- 6i AWARD OF A CONSTRUCTION CONTRACT TO ARRIETA CONSTRUCTION INC. IN THE AMOUNT OF \$844,485.90 FOR THE RALPH W. CHAPMAN WATER RECYCLING FACILITY FORCEMAIN AIR/VAC REPLACEMENTS AND ACCESS ROAD IMPROVEMENTS PROJECT

Regarding agenda Item 6g, Director Breitfelder inquired if there would be any ramifications to this project by awarding this contract for a lower price of approximately \$39 per meter compared to the \$55 per meter for the previous contract. General Manager Watton indicated that in addition to saving money, it may add some additional meters or retrofits. He stated that this is a reflection that contractors are tightening their budgets by offering services at a lower cost. He noted that he believes this is a continuation of the trend that we have been experiencing due to the economy. Director Breitfelder inquired when the District will be able to see a difference in the "bottom line" of the budget. Mr. Watton responded that this contract is for one year. At the end of the contract, when the job is bid for the next year's service, the District will see what the market will bear at that time.

Director Robak inquired if there was a general focus as to where these replacement meters will be located or if it is throughout the District. Chief Financial Officer Joe Beachem indicated that the first phase or focus for meter replacements were in areas where there are safety issues (ie., meters located on busy streets). The second phase of replacements focused on efficiency and identified areas where lots or parcels are far apart or on a slope. The final phase focused on meter replacements as they fit in best with AMR routes which have been implemented (building complete routes). There were some meters replaced in Jamul and other remote areas. Automated meters are also being installed in new developments.

With regard to agenda item 6h, Director Breitfelder asked staffs' opinion as to why only one bid was received. General Manager Watton indicated that this was discussed in the Engineering, Operations and Water Resources Committee meeting. Staff feels that there might have been some confusion for contractors bidding on the project because there were two bids advertised at the same time. Staff will be advertising the project again.

Regarding agenda item 6i, Director Robak indicated that he read through the staff report and it seems self-explanatory as to why the District needed to make the changes. He realizes staff is working on the master plan evaluating the Ralph W. Chapman Treatment Plant. There is some severely corroded infrastructure so we have no choice but to replace it before the analysis is complete. Since we now have the South Bay connection there needs to be an overall analysis of the system, North District, Chapman Plant, etc. Mr. Watton indicated that the District would like to maintain the reliability of the pipeline and the flexibility of the system by being able to move the water south, in the event the water is being directed to the north District. He stated that the District must protect the infrastructure and some of the older controls and vacuum breakers which are currently in vaults. The District wishes to move these controls out of vaults where there are confined space entry safety problems. Also, historically, it has been difficult to maintain and secure the road to that facility under the ever increasing environmental considerations. It was discussed that this was identified as a near-term project, but the driving force to move this project forward is to assure that the air-vacs function properly and that they are replaced with a higher quality of stainless steel.

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

Ayes:	Directors Bonilla, Breitfelder and Robak
Noes:	None
Abstain:	None
Absent:	Directors Croucher and Lopez

to approve all items listed on the consent calendar.

#### ACTION ITEMS

8. ADMINISTRATION, FINANCE AND INFORMATION TECHNOLOGY
  - a) PUBLIC HEARING TO CONTINUE WATER AND SEWER AVAILABILITY CHARGES FOR FISCAL YEAR 2008-2009
    - 1) ADOPT RESOLUTION NO. 4123 TO CONTINUE WATER AND SEWER AVAILABILITY CHARGES FOR DISTRICT CUSTOMERS

FOR FISCAL YEAR 2008-2009 TO BE COLLECTED THROUGH  
PROPERTY TAXES

General Manager Watton indicated that this item was reviewed by the Finance, Administration and Communications Committee. The Committee recommended the item be presented to the full Board. It is presented annually to request that the Board continue availability fee assessments. It was indicated that there are no changes proposed from past years. Director Robak indicated that the Committee agreed that any items that addresses rates should be brought before the full Board.

A public hearing was opened at 3:49 p.m. No one wished to be heard. The public hearing was closed at 3:50 p.m.

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

Ayes: Directors Bonilla, Breifelder and Robak  
Noes: None  
Abstain: None  
Absent: Directors Croucher and Lopez

to adopt Resolution No. 4123 to continue water and sewer availability charges for District customers for Fiscal Year 2008-2009 to be collected through property taxes.

- b) APPROVE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SAN DIEGO COUNTY WATER AUTHORITY (AUTHORITY) TO CONTINUE PARTICIPATION IN THE RESIDENTIAL WATER CONSERVATION PROGRAMS

General Manager Watton indicated that this item addresses the MOU between the San Diego County Water Authority (SDCWA) for rebates and other conservation measures. He indicated that the Finance, Administration and Communications Committee reviewed this item and supports staffs' recommendations. Director Breifelder had asked that this item be presented to the full Board. Mr. Watton noted that there has been a change in the artificial turf program since this item was presented to Committee. SDCWA has suspended rebates for artificial turf grass due to concerns about lead being used in the manufacture of some of the turf products.

General Counsel Aerobel Banuelos indicated that a report was released by the Center for Disease Control about lead being released into the atmosphere from turf grass when it deteriorates and concerns that children playing on the artificial turf could ingest the lead by placing their hands in their mouths. Several states are implementing studies to determine the truth to the findings. Mr. Watton

indicated that there is a nylon based product that uses lead pigments to create the green color and a polypropylene based product has been determined to be safe. SDCWA has suspended endorsement of artificial turf grass until it is determined that it is safe for the public. It was noted there is a requirement that once the product is installed, it must remain installed for five years.

Mr. Watton indicated that this item needs Board approval because the MOU agreement reimbursement of \$64,450 exceeds the General Manager's signing authority.

Director Robak inquired if there is a time frame as to when the outcome of the study will be public. Water Conservation Manager William Granger responded that SDCWA expects to have the outcome of the study complete by August. There are two products highlighted in the study – the nylon turf grass and the polyethylene product. In the Otay Water District lobby there is a sample of the polyethylene product which was installed by Field Turf. This is the same as Easy Turf that is advertised for residential use. The update to the New Jersey study is that Field Turf is in the process of replacing the older, decaying fabric with the new product. This is a new technology and not a lot of standards or detailed specs have been developed yet from MET and SDCWA. Director Robak inquired if MET has suspended rebates. Mr. Granger responded that SDCWA could prevent incentives from MET reaching its member agencies. There is not a lot of agreement regarding this program. Mr. Watton indicated that SDCWA is taking a more conservative view at this point.

Director Breitfelder inquired if Mr. Granger could address the Smart Controller controversy. Mr. Granger indicated that it has been discussed from time to time the issues with regard to Smart Controllers. He stated that Smart Controllers are just one part of the tools needed to attain water savings in the landscapes. Customers must also have an efficient irrigation system and water efficient plants to attain water savings.

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

Ayes:	Directors Bonilla, Breitfelder and Robak
Noes:	None
Abstain:	None
Absent:	Directors Croucher and Lopez

to approve the Memorandum of Understanding with SDCWA

9. BOARD

a) DISCUSSION OF 2008 BOARD MEETING CALENDAR

It was recommended that the November Board meeting be rescheduled due to Election Day on November 4, 2008. District Secretary Susan Cruz was asked to check with all Board members to find a day in November that will accommodate their schedule.

## REPORTS

### 10. GENERAL MANAGER'S REPORT

#### a) SAN DIEGO COUNTY WATER AUTHORITY UPDATE

General Manager Watton indicated that he provided some information from the San Diego County Water Authority (the "Authority") for review by the Board. He indicated that the water supply situation is dominating discussions at the Authority. One of the documents included is a Drought Management Plan Implementation that the Authority has put together. Information is also included on the San Vicente Dam raise and carryover storage project. Also included is the PowerPoint on the Delta Water Supply Features. He noted that it is a lengthy presentation on issues surrounding the Delta.

Congressman Bob Filner is coming through for the water industry on Title 16, the recycled water program. In the President's budget, \$3 million was allocated towards San Diego projects and \$7 million for the nation. Congressman Filner, through the committee, has allocated \$7 million for San Diego and \$50 million for the entire program. He indicated that it is too early to tell what the compromise will be between Congress and the President on the budget. Congressman Filner is keeping abreast of water and sewer issues so will push for funding for these projects. Staff will not know how many projects are targeted to receive the funds available, however, staff feels that recycled water projects are high on the list of priority to receive some of these funds.

He indicated that the results from the Employee Survey have been received by the consultant. The results will be compiled and shared with the Board soon.

The District recently received \$155,142 from the State of California Water Resources Control Board which is the final installment on the \$4 million Proposition 50 grant for recycled water. The District is still eligible for approximately \$8 million in federal grant money for the reclaimed water projects completed to date.

He noted updates on construction projects. Please refer to the General Manager's Report, Agenda Item 9, pages 5 through 8 for detailed information.

He indicated that Richard J. Donovan State Prison will be adding a 1500 bed medical care facility. Staff met with URS Bovis, a design and development company who was hired by the prison to construct the facility. Staff advised

them that a 610 Water Study might need to be completed because a project of this size was not planned for in the District's water supply. Director Bonilla inquired as to the population at the prison. Mr. Watton indicated that there are about 7000 inmates currently held at the Donovan State Prison.

Director Bonilla inquired if the project with Ortiz Construction has been completed. Chief of Engineering Rod Posada indicated that the project is complete and has been accepted. Mr. Watton commented that Ortiz Construction was the contractor on our 30" pipeline and they did a great job.

There was a brief discussion regarding the project in the North portion of the District. Staff met with PBS&J and Sweetwater Authority for an informational meeting regarding the North District project.

#### 11. DIRECTORS' REPORTS / REQUESTS

Director Robak commended staff on the quality of the District's publications i.e. Pipeline and the Consumer Confidence Report. He commented that the publications are a higher quality and he feels customers will take note and read them.

Director Breitfelder reported that the Council of Water Utilities meeting in June, there was discussion about the challenges and spread of the Quagga Mussels in local reservoirs. At the same meeting, Bill Jacoby of Bill Jacoby Water Resources Consulting updated the group regarding water use efficiency. He also discussed the risk of recycled water and cross-connections.

He indicated that there was discussion regarding the Governor's desire to push for 20 percent reduction of water use by the year 2020. There needs to be more public awareness of all programs available to help with water conservation efforts.

He suggested that a workshop be scheduled to discuss the District's emergency and disaster preparedness program. He stated that he would like to see a review of the preparedness program about every five years.

He indicated at the Water Conservation Garden meeting in June, the winners of the Water Efficient Landscape Contest were announced.

He reported that at the CSDA meeting, there was discussion about how to get legislators and politicians more involved in the water community and the challenges we face.

#### RECESS TO CLOSED SESSION

#### 12. CLOSED SESSION

The board recessed into closed session at 4:20 p.m. to discuss the following matters:

- a) CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION  
[GOVERNMENT CODE §54956.9(b)]

1 CASE

- b) CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION  
[GOVERNMENT CODE §54956.9(a)]

MULTIPLE CASES RELATED TO THE FENTON BUSINESS CENTER AND FILED WITH THE SUPERIOR COURT OF THE COUNTY OF SAN DIEGO (CASE NOS. 37-2007-00077024-CU-BC-SC; 37-2008-00075031-CU-PO-CTL; 37-2008-00075373-CU-PO-CTL; 37-2008-00075324-CU-PO-CTL; 37-2008-00075368-CU-PO-CTL; 37-2008-00077127-CU-PO-CTL; and 37-2008-00077950-CL-BT-CTL)

1 CASE - AMERICAN PROTECTION INSURANCE V. OTAY WATER DISTRICT, DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA, #08-CV-0662-JM-POR

RETURN TO OPEN SESSION

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

The board reconvened at 5:43 p.m. General Counsel Aerobel Banuelos indicated that no reportable actions were taken in closed session.

14. ADJOURNMENT

With no further business to come before the Board, Director Bonilla adjourned the meeting at 5:43 p.m.

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President

ATTEST:

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District Secretary

# AGENDA ITEM 5

## MINUTES OF THE BOARD OF DIRECTORS MEETING OF THE OTAY WATER DISTRICT AND August 6, 2008

1. The meeting was called to order by President Croucher at 3:32 p.m.

2. ROLL CALL

Directors Present: Bonilla, Breitfelder, Croucher, Lopez and Robak

Staff Present: General Manager Mark Watton, Asst. GM Administration and Finance German Alvarez, Asst. GM Engineering and Water Operations Manny Magana, General Counsels Yuri Calderon and Marie Mendoza, Chief of Information Technology Geoff Stevens, Chief Financial Officer Joe Beachem, Chief of Engineering Rod Posada, Chief of Operations Pedro Porras, Chief of Administration Rom Sarno, District Secretary Susan Cruz and others per attached list.

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

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

Ayes:	Directors Bonilla, Breitfelder, Croucher, Lopez and Robak
Noes:	None
Abstain:	None
Absent:	None

to approve the agenda.

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

No one wished to be heard.

6. APPROVAL OF MINUTES OF THE REGULAR BOARD MEETING OF MAY 7, 2008 AND SPECIAL MEETING OF JUNE 23, 2008:

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

Ayes: Directors Bonilla, Breitfelder, Croucher, Lopez and Robak  
Noes: None  
Abstain: None  
Absent: None

to approve the minutes of the regular board meeting of May 7, 2008 and special meeting of June 23, 2008.

### CONSENT CALENDAR

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

- a) AWARD A FIVE YEAR CONTRACT (TWO YEARS WITH THREE OPTION YEARS) TO WILLIS RISK AND INSURANCE SERVICES FOR CONSULTING SERVICES FOR BENEFITS AND AS THE DISTRICT'S BROKER OF RECORD IN THE AMOUNT OF \$35,000 PER YEAR FOR THE FIRST TWO YEARS AND UP TO THREE ADDITIONAL TERMS WITH COSTS INCREASES LIMITED TO A MAXIMUM OF 3% PER YEAR
- b) AWARD A CONSTRUCTION CONTRACT TO FOX CONSTRUCTION FOR THE REGULATORY SITE STORAGE BINS AND EQUIPMENT COVER RELOCATION PROJECT IN AN AMOUNT NOT TO EXCEED \$225,000

Director Robak requested that the following agenda items be pulled for discussion:

- c) ADOPT THE MITIGATED NEGATIVE DECLARATION FOR THE 1296-3 RESERVOIR CONSTRUCTION PROJECT

Director Breitfelder requested that the following agenda items be pulled for discussion:

- d) ADOPT THE 2008 LEGISLATIVE PROGRAM
- e) ADOPT A "SUPPORT" POSITION ON SENATE BILL 1XX – PERATA RELATED TO FUNDING FOR WATER QUALITY, FLOOD CONTROL, WATER STORAGE AND WILDLIFE PRESERVATION PROJECTS

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

Ayes: Directors Bonilla, Breitfelder, Croucher, Lopez and Robak  
Noes: None  
Abstain: None  
Absent: None

to approve items "a" and "b" on the consent calendar.

c) ADOPT THE MITIGATED NEGATIVE DECLARATION FOR 1296-3  
RESERVOIR CONSTRUCTION PROJECT

Director Robak inquired with regard to the Engineering and Water Operations Committee discussion on this item, the notes indicate that the Jamul-Dulzura Planning Group had no comments or concerns. Environmental Compliance Specialist Lisa Coburn-Boyd indicated that there were no comments or concerns regarding the environmental portion (Mitigated Negative Declaration), but they did express concerns with the building of the reservoir. Staff is requesting that the board adopt the Mitigated Negative Declaration for the project.

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

Ayes: Directors Bonilla, Breitfelder, Croucher, Lopez and Robak  
Noes: None  
Abstain: None  
Absent: None

to adopt the Mitigated Negative Declaration for the 1296-3 Reservoir Construction Project.

d) ADOPT THE 2008 LEGISLATIVE PROGRAM

Director Breitfelder indicated that the Legislative Program guidelines provide direction to staff with regard to addressing legislation. He indicated that the Finance, Administrative and Communications Committee had discussed that the board was unclear with regard to its position on groundwater recharge (item "d" on page 2 of the Legislative Program guidelines). He indicated that it did not seem from the notes that the Legal and Legislative Committee addressed this fact. President Croucher indicated that the committee had discussed the issue and determined that if the item was a controversial issue it would be brought back to the board for further direction. Director Breitfelder felt that the board should take action for a formal position on whether to oppose or support efforts to "Restrict the use of recycled water for groundwater recharge." Director Robak indicated that currently there was no viable project in San Diego for groundwater recharge and he would support the committee recommendation that should a project be presented, then the item would be brought back by staff for direction

from the board. Director Lopez and Bonilla indicated their concurrence with Director Robak.

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

Ayes:	Directors Bonilla, Croucher, Lopez and Robak
Noes:	Director Breitfelder
Abstain:	None
Absent:	None

to support the committee recommendation.

- e) ADOPT A "SUPPORT" POSITION ON SENATE BILL 1XX – PERATA RELATED TO FUNDING FOR WATER QUALITY, FLOOD CONTROL, WATER STORAGE AND WILDLIFE PRESERVATION PROJECTS

Director Breitfelder indicated that he wished to get a little assurance on this item. He understands that there is approximately \$13 billion accrued State-wide for various water uses and Perata's bill is about 5% of that total. He stated he wished to get reassurance that this is a situation unlike other water bonds – where there is not much water projects in the bond – and that the bond is actually good use of the money proportionate to the amount expended.

General Manager Watton indicated that Senator Perata bill's goal is to get some money from those prior bonds moved into building projects. There is about \$800 million within *Senate Bill 1XX – Perata* for water projects. He stated that the bill would provide for immediate Delta improvements and would bring approximately 130,000 to 190,000 AF of water to Southern California. The MWD and California Urban Water Agencies support the bill and MWD indicates that they have crews that can be dispatched in a couple of weeks if the bill is approved.

It was noted that it is unclear if the bill will pass as it may get held back in the budget discussions. He stated that there are republicans that oppose the bill because of the dam issue. It was discussed that the District's committee supports staff's recommendation to take formal action to support the bill in hopes to get immediate improvements to the Delta moving forward.

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

Ayes:	Directors Bonilla, Breitfelder, Croucher, Lopez and Robak
Noes:	None
Abstain:	None
Absent:	None

to support staff recommendation.

## ACTION ITEMS

### 8. ENGINEERING AND WATER OPERATIONS

- a) ADOPT RESOLUTION NO. 4128 OF THE BOARD OF DIRECTORS OF THE OTAY WATER DISTRICT REQUESTING FORMAL TERMS AND CONDITIONS FROM THE SAN DIEGO COUNTY WATER AUTHORITY AND METROPOLITAN WATER DISTRICT FOR THE CONCURRENT ANNEXATION OF TERRITORY DESCRIBED AS "SYCUAN RESERVATION" TO THE OTAY WATER DISTRICT

Engineering Public Services Manager David Charles indicated that staff received a written request and petition from Chairman Daniel Tucker of the Sycuan Band of the Kumeyaay Nation (Sycuan) to commence annexation proceedings for water and sewer services. Staff is presenting a resolution to request formal terms and conditions from CWA and MWD for the annexation of Sycuan's reservation land. Sycuan is requesting annexation to reduce their dependency on wells and to attain a stable water resource for their reservation. The reservation land is approximately 634 acres and water services will be provided by ID 20 and sewer services will be served by ID 18. He noted that Sycuan will consider annexation for sewer services at a later date.

As the reservation land is outside the District's sphere of influence, the annexation will also require processing through LAFCO. Sycuan has hired engineering consultant Dexter Wilson Engineering, Inc. to handle all documentation required for the annexation.

Staff noted that Sycuan has also requested the annexation of parcels identified as group B on the map attached to staffs' report for sewer service only. These parcels are currently within Padre Dam MWD's service area and will require deannexation from Padre Dam MWD and annexation to Otay WD. Since these parcels will not require annexation to CWA or MWD and Sycuan is not ready to proceed with the sewer annexation, the District has agreed to process the annexation of these parcels at a later date.

Engineering Public Services Manager Charles indicated that the projected need of 392 AF per year for Sycuan's Original Reservation was incorporated into the CWA 2005 Urban Water Management Plan. Sycuan has indicated their commitment to a goal by working toward projects that will offset the projected 400 AF per year subject to the approval by the District and the Sycuan Tribal Council. The 400 AF required by this annexation will be offset and will not require an increase of imported water delivered to Otay.

He stated that the notes from committee discussion are attached to staffs' report. He noted that a revised Resolution has been provided the board as the original presented resolution had a transposed APN number (the correct APN number is 516-040-01).

Chairman Tucker thanked the board for taking the time to work with them and they looked forward to the partnership with Otay. He indicated that this issue is very important to their tribe and community.

General Manger Watton noted that the resolution will request terms and conditions from CWA and MWD and is the launching point for the annexation process. He stated that there will be many months of processing through LAFCO (possibly a year or two) prior to coming back to the board for a formal request for annexation. Today's board action would support moving the annexation forward through the process. He stated that staff has had a discussion with Sycuan and they feel they will be successful with offsets which will bring success for annexation with CWA and MWD. He noted that Otay has been planning for the tribe's annexation to the District for some time. He stated that there is capacity in the District's sewer system as some developments that were planned will not come to fruition and have become open space. He noted that Sycuan has purchased the Singing Hills Resort and other large properties within the District's service area. He indicated that Sycuan is already a large customer of the District's and they are a good customer.

Director Bonilla indicated that the District had discussed a problem with well water used for irrigation at one of the golf courses within the District's service area. He inquired if that golf course was the Singing Hills Resort. It was indicated that that golf course was the Steele Canyon Golf Course. It was noted that the Singing Hills Golf Resort is utilizing well water, but there are no issues with their use of well water. He also inquired what the total area of land is that the District will be servicing. Engineering Public Services Manager Charles indicated that parcels A and B (see map attached to staffs' report) will be annexed for sewer service and parcel A (the original reservation land) will be annexed for water as well. The total water demand will be approximately 392 AF. General Manager Watton clarified that the resolution presented for adoption today is just for water service to parcel A. At a future date, staff will be presenting parcels A, B & C for sewer service. Director Bonilla inquired what was LAFCO's position on this annexation. It is expected that the District will go through LAFCO's process and the District will need to press them to move this process forward. It is felt the annexation process will take about two to three years.

This item was reviewed by the District's committee and Director Robak indicated that any time an annexation is being considered, it is a concern as water issues will be controversial. He indicated, however, it is good to hear that there is support in the community as the community wishes to protect their wells. The

situation, at this time, appears to be win/win, especially when their water use can be offset with additional supplies.

Director Breitfelder thanked the Sycuan representatives for attending today's meeting. He indicated that he did not believe that the District has ever had a situation where water use would be 100% offset. He stated if Sycuan is able to meet this goal, they certainly deserve the District's support.

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

Ayes:	Directors Bonilla, Breitfelder, Croucher, Lopez and Robak
Noes:	None
Abstain:	None
Absent:	None

to adopt Resolution No. 4128 requesting terms and conditions from CWA and MWD for the annexation of the Sycuan Reservation (APN No. 516-040-01) for water service.

b) **ADOPT THE MITIGATED NEGATIVE DECLARATION FOR THE JAMACHA ROAD 36-INCH POTABLE WATER PIPELINE AND 12-INCH POTABLE WATER PIPELINE REPLACEMENT PROJECT**

Environmental Compliance Specialist Lisa Coburn-Boyd indicated that there are two projects included in the MND:

- 36-inch pipeline project which begins at the Otay 14 FCF in El Cajon and ends at the Regulatory Site
- Pipeline replacement project along Jamacha Road replacing concrete cylinder pipe with PVC pipe.

She noted that the pipeline replacement project already has a Notice of Exemption (NOE) in place, but is included in the MND as it is a component of the overall 36-inch pipeline project.

She indicated that the environmental impacts requiring mitigation includes air quality, biological resources, hazards and hazardous materials, noise and transportation/traffic mitigation. She presented a map showing the location of the projects (please see attached copy of the presentation to staffs' report) and indicated that the draft MND was sent to the State Clearinghouse in October 2007 and was distributed to 13 agencies. The District received one comment letter from the Native American Heritage Commission.

She stated that during the design phase, issues arose concerning the 36-inch pipeline alignment through the City of El Cajon and several alternative

alignments were proposed through the area. Due to the alternative alignments, staff amended the original MND analyzing the alternative alignments and no new significant environmental impacts were identified and, thus, no additional mitigation was required. The amended MND was forwarded to the State Clearinghouse on October 2007 and distributed to 13 agencies and a notice of the availability of the amended MND was published in the *Union-Tribune*. The District received one comment from the Native American Heritage Commission. Environmental Compliance Specialist Coburn-Boyd indicated that a segment of a possible alternative alignment, identified as Alt. 2a (see copy of presentation), was not identified in the amended MND. The new segment/alignment was reviewed by the District's consultant and it was decided that it substantially conforms to the other alternative alignments and no additional recirculation of the MND was required. The District did send notices to the homeowners who would be affected by this project to make them aware of the project and that the MND was available for their review and comment. No comments were received. She stated that staff is requesting that the board adopt the MND and within five days of the adoption, the "Notice of Determination" will be filed. She explained that 30 days after filing, the statute of limitations for legal challenges from those agencies or individuals that commented on the MND concludes.

Director Bonilla inquired what were the Native American Heritage Commission's comments. Environmental Compliance Specialist Coburn-Boyd indicated that they really did not have comments. They had forwarded a form letter, which they send to every MND filed for public review, indicating that the District needs to be aware that when it digs for this project, there is a possibility that it could come upon tribal remains as the area was inhabited by tribes in the past. They asked that we contact the commission should we come upon tribal remains. It was noted that the project could be shutdown if remains are found until the remains can be excavated. Environmental Compliance Specialist Coburn-Boyd, however, indicated that this corridor has been dug up in the past, so it is unlikely that remains will be uncovered.

Director Robak inquired if all alignment alternatives were covered in the MND. Environmental Compliance Specialist Coburn-Boyd indicated that they were and noted that the alternate alignment noted in red (in staffs' presentation) is the preferred alignment. It was clarified that the adoption of the MND is an approval of all alternatives.

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

Ayes:	Directors Bonilla, Breifelder, Croucher, Lopez and Robak
Noes:	None
Abstain:	None
Absent:	None

to approve staffs' recommendation.

- c) ADOPT RESOLUTION NO. 4129 OF THE BOARD OF DIRECTORS OF THE OTAY WATER DISTRICT WAIVING BOARD POLICY NO. 21 AND AWARDING A PROFESSIONAL ENGINEERING DESIGN SERVICES CONTRACT TO LEE & RO, INC. FOR THE COMPLETION OF THE DESIGN OF THE 36-INCH PIPELINE, SDCWA OTAY FCF NO. 14 TO THE REGULATORY SITE PROJECT TO LEE & RO, INC. IN AN AMOUNT NOT TO EXCEED \$769,000

Engineering Manager Ron Ripperger stated that the City of El Cajon indicated that they would not permit the current pipeline design through the corridor of Jamacha Road and Washington Avenue. He indicated that staff then gathered a focus group in March 2008 comprised of experts in pipeline design, trenchless technology and construction to review the current alignment and recommend alternative alignments to avoid the Jamacha Road and Washington corridor. The alternative alignments were discussed with IEC and the discussion to design an alternate alignment avoiding the busy corridor had reached an impasse. The District then terminated IEC's professional services contract and subsequent to terminating IEC's contract, the District negotiated with Lee & Ro to complete all remaining work which includes finalizing the project and preparing the contract documents to advertise for bids for the construction of the pipeline project.

He noted that Lee & Ro had tied for second in the original consultant selection process for this project. He stated that Lee & Ro recently successfully completed the design of the District's 30-inch Recycled Water Pipeline in the cities of San Diego and Chula Vista. They are also currently a member of the program management for Flow Control Facility No. 14 with CWA.

He indicated with regard to fiscal impact, Lee and Ro's fee for their scope of services range from \$535,000 to \$769,000 depending upon the completeness of the work product by IEC. Staff estimates based on the review of the material submitted by IEC that Lee and Ro's actual costs will most likely be close to the lower end of the range.

Director Breitfelder indicated that he felt that staff has handled this unusual situation very well. He inquired with regard to the Caltrans permit if it was expected to go through until late October. Engineering Manager Ripperger indicated that that was correct. He indicated that the permits were part of the whole process in the awarded contract. Director Brietfelder inquired if there are any legal ramifications in waiving Policy 21. General Counsel Yuri Calderon indicated that this is an unusual circumstance as the project has already been started. The District, during a competitive bid process, had two contractors who tied for second and basically the District is moving to the next responsive bidder to negotiate. For all practical purposes, the District has substantially complied with the law as it was a competitive bid process.

General Manager Watton indicated that though the District is a little behind schedule, Lee and Ro and staff will work hard to complete the project by March 2010 as was originally proposed.

Director Robak indicated that he wished to clarify that the District will not be spending more on this project than originally budgeted. It was indicated that that was staffs' intent. Director Robak inquired about the chart within staffs' report noting the cost differential between IEC and Lee & Ro and it seems that the cost for the project will be less with Lee & Ro than IEC (the chart is showing <\$55,503> for Scenario 1 and <\$89,175> for Scenario 2). General Manager Watton indicated that staff estimated that the new alignment would cost approximately \$200,000 and the cost would actually be more by approximately \$55,503 for Scenario 1 or \$89,175 for Scenario 2. He indicated that the budget has a contingency built in and staff anticipates spending some of the contingency money for the additional design work needed while still staying within the budget. Director Robak further inquired why the "District Provided Services" and "Total Payments" to IEC in Scenario 1 and Scenario 2 were not the same. It was indicated that it is dependent on whether the District provides the services or Lee & Ro provides the services. With regard to IEC, the payment is based on assumptions from the documents received from IEC. At the time the staff report was prepared and circulated, staff was uncertain what would be received from IEC. IEC, has since, turned over electronic and other documents that staff is still reviewing. Staff wished to show best and worst case scenarios. Staff, however, is optimistic that the District will be able to use the material that they have developed for the project. Director Robak inquired what the cost per day would be should the project be delayed. General Manager Watton indicated that staff has done some preliminary calculations and the cost would be approximately \$300,000 to CWA for a six month delay. However, staff believes that the project will be completed on time.

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

Ayes:	Directors Bonilla, Breitfelder, Croucher, Lopez and Robak
Noes:	None
Abstain:	None
Absent:	None

to approve staffs' recommendation.

9. GENERAL MANAGER

- a) ADOPT AN "OPPOSE UNLESS AMENDED" POSITION ON AB 2986 (LENO) RELATING TO WASTE DISCHARGE REQUIREMENTS (BUELNA)

Communications Officer Armando Buelna indicated that staff is requesting that the board take an *oppose unless amended* position on AB 2986. He indicated that AB 2986 is sponsored by Assemblyman Mark Leno of Mill Valley to address aging sewer systems. He stated that it would require that the State or the Regional Water Quality Control Board (RWQCB) issue an annual report card with a grade of "A" through "F" for every collection, sewer system and treatment plant in the State of California based on different methodologies that would be developed by the State or RWQCB. He stated that the grading system's purpose would be to inform the public about failing or failed water systems in the State so that problems can be clearly identified and addressed by the public. He indicated that it is felt that the public's awareness of failing or failed systems, would make them more supportive of rate increases or other measures to address the failing facilities. The bill is sponsored by the Friends of the Earth and the San Francisco Bay Keeper and was motivated by a sewer spill that occurred in Richardson Bay, Marin County, in January 2008.

The bill is opposed by ACWA, the League of California Cities and a number of other California public organizations. Feedback has been provided to Assemblymember Leno which also included the elimination of the report card approach. It was felt that the report card approach may have the opposite effect and discourage investment in aging or failing systems. They also questioned how the bonding/rating agencies would view a "bad grade" issued to a failing system and that the cost of the new program would be placed on the public agencies through the creation of new fees and additional staff at a cost of approximately \$3 million annually. They felt that the State should identify issues and challenges that exist within the State sewer systems and develop programs to provide money and recommendations to address the issues.

Communications Officer Buelna indicated that AB 2986 was recently amended, however, it stills contains the report card approach. The bill has gone through the Assembly and is currently being reviewed by the Senate Appropriations Committee. At this time, no hearing has been requested by the author. He indicated that while Otay would probably receive a very good grade on its sewer system as the system is in very good working order, the bill still does raise a number of issues such as the report card approach, the unknown rating methodology that would be utilized and the cost of implementation.

Director Breitfelder indicated that he felt the program would benefit those who do not take good care of their infrastructure, but would burden those who do, with additional costs.

General Manager Watton indicated that the concern with the bill is the simplistic rating approach and that this entails another layer of record keeping that would be redundant.

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

Ayes:	Directors Bonilla, Croucher, Lopez and Robak
Noes:	Director Breiffelder
Abstain:	None
Absent:	None

to approve staffs' recommendation.

10. BOARD

a) DISCUSSION OF 2008 BOARD MEETING CALENDAR

General Manager Watton noted that the November 2008 board meeting was moved to mid-month (November 13). He inquired if the board would consider moving the December board meeting a week out which would provide staff additional time for the Proposition 218 noticing and would put the November and December meeting about a month apart. It was requested that District Secretary Susan Cruz check with all Board members to find a day in December that will accommodate their schedules.

INFORMATIONAL ITEMS

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

a) UPDATE ON DROUGHT RESPONSE CONSERVATION PROGRAM (SARNO)

The board received and filed staffs' informational report.

REPORTS

12. GENERAL MANAGER'S REPORT

General Manager Watton introduced new staff members Bob Kennedy who joined the Engineering Department approximately three months ago and Ted Cudal, the District's new Safety Officer, who has been working at the District for a few days now. Chief of Engineering Posada also introduced Erik Berliner, Engineering Intern, who has been with the District for approximately six months.

General Manager Watton indicated that attached to his GM Report are copies of some of the mailings to customers (*Pipeline Newsletter* and the *Consumer Confidence Report*) from the District. He indicated that they are full color as a

result of committee recommendations. It is hoped that the publications bright colors will capture customers' attention and the District will increase the readership of its publications.

He also shared that included with his report is a copy of a powerpoint presentation regarding the *20 Gallon Challenge* survey results. He indicated that there is some interesting information in the presentation for those who are keeping abreast of the effectiveness of the challenge.

He indicated that the board is aware that an employee survey was performed in May. He stated that the consultant is preparing the final report and in discussions with President Croucher, the report will be presented at the September 3, 2008 board meeting.

He noted that the artificial turf grass rebate program has been reinstated as the Consumer Product Safety Commission concluded that the newer artificial turf does not contain high amounts of lead. CWA has sent out press releases and the program will be retroactive to the date of suspension (June 26, 2008).

He indicated that the District began participating in the MWD rebate programs (July 1, 2008) and is fully engaged with the programs (smart controller, rotating sprinkler nozzle, high efficiency clothes washer and high efficiency toilet rebate programs).

General Manager Watton also indicated that the District has engaged PBS&J, Ms. Karen Keese, to review the District's rates and provide recommendations on various customer rates. He indicated that Ms. Keese is very experienced and is performing rate studies for other Districts within the county. Her work with other agencies will provide the District information about what other District's are doing and different approaches.

He noted on pages five through seven of his report lists the many projects that Engineering is accomplishing. He indicated that he would not review each item, but he wished to highlight that operations and engineering are very busy.

He indicated that eight meters were sold in June. He noted that this is down from the monthly highs of 200. However, this is a positive as meters are still being sold though the economy has slowed.

He stated that deliveries to Mexico has ceased as agreed. He indicated that the District did receive the back payments from Mexico and anticipates a full recovery through the additional water deliveries and the payments. The District is currently working with CWA and the IBWC on extending the agreement for the emergency water deliveries. He noted that the water delivered is Mexico water from the Colorado River. The new agreement will be similar to the old

agreement with the exception of the capital cost recovery component as it has already been paid for.

Director Bonilla inquired if Mexico has expressed their need for more water. General Manager Watton indicated that they have and they were very concerned with keeping the contract in place and promptly made the back payments on the capital recovery costs. It was discussed that Mexico is connected to the District's system, but they are not taking water at this time based on the agreement for the summer months. Per the contract, the District will deliver whatever Mexico requires as long as it does not impact the District's customers. The water deliveries is a very flexible arrangement.

a) SAN DIEGO COUNTY WATER AUTHORITY UPDATE

President Croucher indicated that CWA is monitoring very closely the effectiveness of the \$1.8 million conservation ad program. He also shared that Vallecitos WD and Fallbrook PUD have donated \$5,000 each to the Water Conservation Garden.

He stated that CWA is continuing to track water supplies and the Bay Delta issues. He indicated that the State Governor will be holding a press conference today at 2:45 p.m. to announce that, due to state legislators' inability to agree on the state budget, he will not be signing any bills until a budget is agreed upon. The consequence of unsigned bills is that they are automatically rejected after 14 days.

General Manager Watton indicated that a dispute between Olivenhain MWD, City of San Diego and CWA has developed over the water quality in Lake Hodges. Discussions will be taking place in the next 60 to 90 days to see if the dispute can be resolved. CWA will be also be discussing the issue in closed session.

13. DIRECTORS' REPORTS / REQUESTS

Director Robak indicated that there was an article in the paper evaluating the *20 Gallon Challenge* and how effective each agency has been with the challenge. He inquired where the District rated in the evaluation. It was indicated that the District was at 6.8% savings. It was noted that many of the districts were fairly low and the program has not seen the success that was hoped for. Director Robak indicated that he was happy to see that CWA has reinstated the artificial turf rebate program. He indicated that he felt that they were a bit premature in their action to cease the program and he was happy to see it quickly reverse course. He also stated that he wished to discuss with the General Manager and Water Conservation Manager that if the District provides a list artificial turf grass vendors, that we assure they are approved by the Better Business Bureau. Director Robak indicated he will be doing his part and plans to remove the grass from his yard as well.

Director Lopez indicated that he attended the GIS presentation provided by Chief Information Officer Geoff Stevens and GIS Manager Ming Zhao at the ESRI conference. He stated that the presentation is very worthwhile and he recommended that a copy of the presentation be provided to the board members. It was noted at the conference that Otay is recognized as one of the top ten users of GIS systems in the County and ESRI had thanked the District for the many tours they have provided to various agencies and organizations interested in implementing GIS systems. He stated that Chief of Engineering Rod Posada made presentations to the Chula Vista Interagency Water Task Force regarding the drought issues and the lessons the District learned from the Fenton Business Center misconnection. He indicated that he felt the misconnection presentation should be viewed by not only the county of San Diego, but nationally as well, so it can be shared what the District has learned and the processes that it has put into place to assure that the issue does not occur again.

Director Bonilla indicated that he concurred with Director Lopez on the presentations and, in a discussion with General Manager Watton, had commended Chief of Engineering Rod Posada on the presentations he had proved the Task Force.

Director Bonilla also inquired about the difference between a *Level II* and *Level III* drought alert. General Manager Watton indicated that the largest difference is at *Level III* the District would start restricting meter sets, essentially cutting growth. He inquired if that should not be noted in the customer *Pipeline Newsletter* to better clarify the difference in the levels as they seem to be the same as printed in the *Drought Watch* declaration chart in the newsletter. It was indicated that the verbiage will be updated to note that growth will be affected at Level III.

Director Breitfelder indicated that he just wished to make an observation and thank Chief Financial Officer Beachem for achieving better returns on the District's investments than what LAIF has earned for the last several months.

#### 14. PRESIDENT'S REPORT

President Croucher indicated that the board would like to move forward with the General Manager's review and requested that an Ad Hoc Committee be scheduled for the General Manager's review. He indicated that the Ad Hoc Committee members will include Director Bonilla as chair and himself. He indicated that the committee would like to follow CWA's process and an evaluation form will be developed and sent out through District Secretary Susan Cruz to all Directors. He also stated that the customer *Pipeline Newsletter* was looking very good and noted that Communications Officer Buelna is also the editor of the CSDA County newsletter.

RECESS TO CLOSED SESSION

15. CLOSED SESSION

The board recessed to closed session at 4:50 p.m. to discuss the following matters:

- a) CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION  
[GOV-ERNMENT CODE §54956.9(b)]  
  
1 CASE
  
- b) CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION  
[GOVERNMENT CODE §54956.9(a)]
  - I) MULTIPLE CASES RELATED TO THE FENTON BUSINESS CENTER AND FILED WITH THE SUPERIOR COURT OF THE COUNTY OF SAN DIEGO RECENTLY CONSOLIDATED UNDER CASE NO. 37-2007-00077024-CU-BC-CTL; AND TWO NON-CONSOLIDATED CASES, NOS. 37-2008-83163-CU-PO-CTL AND 37-2008-00086689-CU-PO-CTL
  
  - II) 1 CASE - AMERICAN PROTECTION INSURANCE V. OTAY WATER DISTRICT, DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA, #08-CV-0662-JM-POR
  
  - III) OTAY WATER DISTRICT V. NORTHROP GRUMMAN

RETURN TO OPEN SESSION

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

The board reconvened at 5:32 p.m. General Counsel Yuri Calderon indicated that three actions were taken in closed session:

- 1) A motion was made by Director Bonilla, seconded by Director Breitfelder and carried with the following vote:  
  
Ayes: Directors Bonilla, Breitfelder, Croucher, Lopez and Robak  
Noes: None  
Abstain: None  
Absent: None

to deny the tort claim filed by Bremco Construction.

- 2) A motion was made by Director Breitfelder, seconded by Director Bonilla and carried with the following vote:

Ayes: Directors Bonilla, Breitfelder, Croucher and Lopez  
Noes: Director Robak  
Abstain: None  
Absent: None

to retain the Hilding Law Firm in the matter of American Protection Insurance v. Otay Water District.

- 3) A motion was made by Director Bonilla, seconded by Director Breitfelder and carried with the following vote:

Ayes: Directors Bonilla, Breitfelder, Croucher, Lopez and Robak  
Noes: None  
Abstain: None  
Absent: None

to accept the mediator's settlement in the Northrop Grumman matter.

General Counsel Calderon indicated that no other reportable actions were taken in closed session.

## 17. ADJOURNMENT

With no further business to come before the Board, President Croucher adjourned the meeting at 5:33 p.m.

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President

ATTEST:

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District Secretary

# AGENDA ITEM 5

**MINUTES OF THE  
JOINT MEETING OF THE BOARDS OF DIRECTORS OF  
PADRE DAM MUNICIPAL WATER DISTRICT, HELIX WATER DISTRICT,  
OTAY WATER DISTRICT, SWEETWATER AUTHORITY, LAKESIDE WATER  
DISTRICT, AND THE SAN DIEGO COUNTY WATER AUTHORITY  
September 19, 2008**

**Helix Water District's Operations Center  
1233 Vernon Way, El Cajon**

1. The meeting was called to order at 9:35 a.m. by President Muse of the Helix Water District Board of Directors. The Pledge of Allegiance was followed by a moment of silence in honor of U.S. International Water and Boundary Commissioner Carlos Marin, and the Mexican International Water and Boundary Commissioner Arturo Herrera, who were killed in a plane crash last week. Also killed in the plane was Jake Brisbin who was the Executive Director for the Rio Grande Council of Governments and the pilot.

2. **ROLL CALL – EACH BOARD**

Otay WD:

Director Mark Robak

Padre Dam MWD:

Directors Augie Scalzitti, Augie Caires, Dan McMillan, and Jim Maletic

Helix WD:

Directors Chuck Muse, Richard Smith, John Linden, DeAna Verbeke, and Kathleen Hedberg

Lakeside WD:

Directors Bruce Robertson and Eileen Neumeister

Sweetwater Authority:

Directors Jim Alkire, Mitch Beauchamp, Jim Doud, Ron Morrison, Bud Pocklington, and Terry Thomas

Also present was staff from each agency as per attached list.

3. The agenda was approved by unanimous vote.

4. **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**

Mr. James Albright, a resident of Santee, read a letter to Padre Dam Municipal Water District officials.

**ACTION ITEMS**

5. **WATER SUPPLY PICTURE FOR SAN DIEGO COUNTY (COUNTY WATER AUTHORITY)**

Bob Yamada of the County Water Authority (CWA) gave an update on the water supplies for San Diego County. In 1991 the County Water Authority was dependent on the Metropolitan Water District (MWD) for 95% of its water supply. Today, supplies from MWD equate to 72% of CWA's supplies. With the ramping up of the amount of water from the Imperial Irrigation District transfer, the lining of the All American and Coachella Canals, conservation, the Carlsbad desalination plant, local surface water, recycled water, and groundwater projects, it is anticipated that by 2020, CWA will rely on MWD for 29% of its water supplies. MWD sources are the Colorado River which is in an 8-year drought and has reservoir levels below 50%, and the Sacramento-San Joaquin Bay Delta. The Delta has its own drought issues, historic low reservoir levels, collapsing fisheries, and the court order cutting water deliveries. There are some possible near-term Delta improvements if SBXX-1 is signed by the Governor.

He reviewed how MWD intends to balance supply and demand with water from the Colorado River, the State Water Project, and all the projects collectively referred to as wisdom projects, including transfers and exchanges, surface water, groundwater, etc. MWD intends to use their dry-year emergency storage until it is depleted. Many member agencies have expressed concern about this and there has been no final word. If MWD gets 10% of the State Water Project water in 2009, there will be a gap of 696,000 acre-feet. If it receives 35% the gap will be 95,000 acre-feet. With enhanced resources including additional land fallowing, additional transfers, groundwater recovery, and more conservation measures, the gap with 10% State Water Project allocation is 180,000 acre-feet, and supply exceeding demand at 35% allocation. He then reviewed how CWA would meet demand with the 10% State Water Project allocation and MWD enhanced resources by using MWD supply, QSA transfer water, local supplies, conservation, and dry year transfers and storage.

Activation of the Drought Management Plan was discussed and what actions would be taken in Stages 1 and 2. All member agencies of CWA have either adopted drought/conservation ordinances or are in the process. Activities for the remainder of 2008 include development of MWD's five-year plan, development of CWA five-year scenarios, development of a new demand offset framework and establishment of base period percentages for CWA's allocation model.

In summary, Mr. Yamada stated that water supply allocation is possible in 2009 and that successful conservation will be the key to avoiding or minimizing shortages. Prolonged, multi-year water shortages are possible if the drought continues and regulatory operation rules and/or additional court orders restrict supplies. Near- and long-term Bay-Delta fixes are vital to restoring water supply reliability. SBXX-1 bond funding for Delta improvements and new water bonds will be necessary as well.

## 6. **INTEGRATED REGIONAL WATER MANAGEMENT PLAN (CWA)**

Ms. Toby Roy of the CWA reviewed what an Integrated Regional Water Management Plan (IRWMP) is and how it capitalizes on the integrated, regional nature of water management to overcome common challenges. The local Regional Water Management Group consists of CWA, San Diego County, and the City of San Diego and was formed in 2005. A Regional Advisory Committee was formed in 2006 with 27 members and provides key input for development of the Plan, assisting with the long-term planning structure. The IRWMP was accepted by the Regional Water Management Group governing bodies in December 2007 and is a requirement for a Proposition 50 funding application. The vision is to have an integrated, balanced, and consensus approach to ensuring the long-term viability of San Diego's water supply, water quality, and natural resources. The Plan's goals are to optimize water supply reliability, protect and enhance water quality, provide stewardship of our natural resources, and to coordinate and integrate water resource management.

The CWA has obtained IRWM grant funding in the amount of \$25 million from Proposition 50 funding for 18 projects in the region. The water supply projects included in this funding are the expansion of the Santee Reclamation Facility, the Four Reservoir Intertie Conceptual Design, the El Monte Valley Groundwater Recharge Project, the South County Water Supply Strategy, the City of San Diego Recycled Water Project, the Santa Margarita Conjunctive Use Project, the Carlsbad Desal Conveyance, and the Lake Hodges Natural Treatment System. She distributed a list of all 18 projects.

The next step is to execute the grant agreement with the State and the sub-agreements. The CWA will be the lead agency and each member will be responsible for managing certain grant projects. The Request for Proposal will be issued for a contractor to assist in these tasks.

There will also be a combined application for Proposition 84 and 1E planning grants, implementation grants, and storm water grants. A "region" must be defined to apply for Prop 84 IRWM grants. The Department of Water Resources (DWR) wanted to include the Upper Santa Margarita in the San Diego Region but CWA doesn't feel that's appropriate. Planning will include a watershed planning approach, salinity management, coordination with Upper Santa Margarita, looking at a new governance structure, updating the plan to meet Prop 84 guidelines, and adding more projects with multiple benefits.

7. **EAST COUNTY REGIONAL TREATED WATER IMPROVEMENT PROGRAM STATUS (HELIX)**

Helix General Manager Mark Weston gave an update on the Helix Water District's East County Regional Treated Water Improvement Program. This project is a product of this joint meeting group. The participating agencies are Helix Water District, the County Water Authority, Otay Water District, Padre Dam Municipal Water District, and Lakeside Water District. The R.M. Levy Water Treatment Plant capacity will increase to 70 MGD with CWA's capacity ownership increasing from 26 MGD to 50 MGD. The benefits of the program include: the R.M. Levy Water Treatment Plant will become an even more efficient, cost-effective, base-loaded regional treatment plant; the improvement program will reduce demands on Skinner Water Treatment Plant and other treated water facilities, securing more firm capacity for members; Padre Dam and Otay avoid more expensive pipeline system improvements; the comprehensive program identifies capital improvements and cost sharing required by each agency to assure cost effectiveness for CWA; the program identifies usage guarantees by Padre Dam and Otay to assure CWA payback for capital investments; the regional treated water costs are cost effective; this multi-agency project relies on capital investments by all agencies to achieve a cost-effective increase in regional treated water wholesaled by CWA.

Mr. Weston reported progress to date. Lakeside Water District has deannexed from Padre Dam and is now a member of CWA. The Los Coches Pump Station is complete. The 48" pipeline in Old Highway 80 is complete. The Lakeside Flow Control Facility is in design. The 36" pipeline to Otay is in design. The first payment of capacity by CWA is complete. Otay's Flow Control Facility 14 is in design.

8. **WATER BUDGET CONSERVATION RATE STRUCTURES**

Helix General Manager Weston stated all agencies are looking at ways to get their customers to use less water. Helix adopted its rates effective July 1, 2008 and is looking at water based allocations and multiple tiers, with additional tiers requiring more significant penalties.

Sweetwater Authority General Manager Mark Rogers stated Sweetwater is doing much the same with an increased drought rate schedule but without penalties. They will use flow restrictors if customers go over their allocation. The first time the restrictor would be in place for 14 days, and the second offense will cause a restrictor to be in place for 28 days.

Padre Dam General Manager Doug Wilson stated they will be going through their Prop 218 notice procedure soon and they are thinking of a combination of penalties and flow restrictors. If customers exceed their allocation, the next increment will be at a higher rate. They are looking to get the CWA model prepared by Dr. Chestnut approved by their Board and put on the shelf.

Otay General Manager Mark Watton stated that they had a hearing last night and it looks like their rates will increase 12.4%. They are looking at drought pricing, tiers, and making sure there is equity among customers. Their Board approved a cost of service study. Some of their customers will be affected dramatically but behavioral change is necessary. Their notices will go out in October with a final hearing in December.

9. **DWR AND CWA WATER CONSERVATION ORDINANCE**

CWA Deputy General Manager Paul Lanspery stated by January 2009, California must adopt a model landscape ordinance. The state was scheduled to issue a summary but it still has not been seen. By 2010, all the local planning agencies have to adopt the state plan or equal. CWA will look at it and modify it based on their performance drive philosophy and will have it ready by the end of the year so the local agencies can adopt the model.

10. **20-GALLON CHALLENGE STATUS REPORT (CWA)**

CWA Deputy General Manager Paul Lanspery gave an update on how successful the 20-Gallon Challenge has been. He stated that cumulative total water use between 2007 and 2008 is down 12% but part of that is attributable to the farmer's 30% reduction. There is a 5% reduction in the municipal and industrial actual use versus projected use. It looks like the August figure will be 10% but some of that may be because this was a relatively cool month.

He stated that they cannot just rely on mass media any longer. They will be using bill inserts, messages printed on newspaper bags, and messages during weather reports. They will increase the urgency of the message including the fact that rationing is on the horizon. There will be a stronger focus on tips and they will increase the use of TV.

Sweetwater Authority Director Mitch Beauchamp stated he thought the wrong message was being sent when customers are told to water three times a week. He feels that the agencies should be discouraging turf.

Padre Dam General Manager Doug Wilson stated that Padre Dam got all the government agencies within its District together for a local water summit. The cities, Caltrans, and schools and the Health Department participated. The Santee School District has achieved tremendous water savings through retrofitting and using reclaimed water. He stated their customers are not sympathetic if they see the governmental agencies wasting water.

Otay Director Mark Robak stated he would like to see a more aggressive push from CWA. He mentioned that the Water Conservation Garden has classes called "Bye Bye Grass" that have been well attended.

## 11. **RECYCLED WATER PROJECTS**

Otay's Chief of Engineering, Rod Posada, updated the group on Otay's recycled water plan. Otay began distributing 100% recycled water in May 2007 when the supply link to the City of San Diego's (City) treatment plant became operational. Their existing supply is 1,300 acre-feet per year from their Ralph Chapman Treatment Plant and 6,720 acre-feet per year from the City's treatment plant. The FY 2008 demand will be approximately 4,700 acre-feet. Ultimate annual average demand is estimated at 10,000 acre-feet per year. Ultimate summer supply requirement is projected to be 18 MGD. The City of San Diego is obligated to supply up to 6 MGD to Otay upon request and Otay can request additional supplies which the City is obligated to supply if available.

Otay is developing a Phase I Study for a recycled water system within the Middle Sweetwater River Basin. Their potential recycled water markets are golf courses, the YMCA, Cuyamaca College, and elementary and high schools. They hired PBS&J in December 2007 for the Phase I Study to evaluate opportunities, stakeholder concerns and regulatory agency requirements. Otay, Sweetwater Authority, and the City of Chula Vista are jointly conducting a feasibility study for sewer disposal capacity and recycled water production. Otay and Chula Vista are proceeding with further evaluation of the project. Further study will be done to focus on specific facilities and refinement of capital costs in early 2009.

Otay's Otay Mesa Recycled Water Supply Link facilities consist of a transmission system and a 4 MG reservoir connecting the Central System to the Otay Mesa System. The supply link is scheduled for completion in 2012. Some Otay Mesa distribution system and markets are in place. The current demand is 335 acre-feet per year with a projected ultimate demand of 2,100 acre-feet per year.

Padre Dam's Director of Engineering and Planning Neal Brown stated Padre Dam will be enlarging their ponds. They have the only and last discharge permit for the San Diego River. It is not cost effective for them to meet peak demands because they can't put the water back into the river. They are considering a plant expansion to 10 MGD so there would be water available to put into the Helix El Monte Valley Groundwater Recharge Project. The estimated cost for the expansion is \$157 million.

Helix General Manager Weston stated that Helix does not have customers who could use reclaimed water. It would not make sense because there is no source or demand. He stated the El Monte Valley Groundwater Recharge Project will have several treatment phases for indirect potable re-use of reclaimed water. It will go through reverse osmosis, be pumped into the aquifer, percolate into the basin and will meet all health department regulations. When extracted it will be mixed with raw water and sent to the R.M. Levy Water Treatment Plant. It will comprise 10% to 15% of Helix's total water supply. The Helix Board just adopted a conceptual Framework Plan and the EIR will be started soon. Another element of the project is the restoration of over two miles of natural habitat along the river and the removal of invasive species.

## 12. **OTAY MISCONNECTION LESSONS LEARNED**

Otay's Chief of Engineering, Rod Posada, discussed the misconnection they experienced and what they learned from the negative incident. In 2007 Otay was made aware of a misconnection at the Fenton Business Park in Chula Vista. A potable water meter was connected to a recycled water service lateral for almost two years. Seventeen tenants, including two food-related businesses, used recycled water instead of potable water. The proactive measures their Operations Department have taken include, Operators will test chlorine residual and Total Dissolved Solids (TDS) at the meter when responding to all water quality complaints; meter installers will test water pressure, TDS, and chlorine residual before installing a meter where there is dual plumbing; and they will develop a more frequent "cross-connection" inspection program of recycled service connections in high exposure areas, such as parks, schools, golf courses, etc. Their Engineering Department's proactive measures include updating existing engineering quality control guidelines related to inspection and acceptance of new potable and recycled water systems and processing of construction changes; all construction documents will be scanned; they will work with the City of Chula Vista before occupancy is issued; and they will update water agency standards for recycled water facilities. Proactive measures in the field include the requirement that the contractor coat all new curb stops with blue or purple paint; the requirement that inspectors metal stamp all recycled water curb stops with "RW"; stamping all concrete curb faces with either "W" or "RW"; and implementing an integrated management system to document on real time, all daily inspection reports, photographs, and other miscellaneous construction documents.

In conclusion, the District has enhanced its procedures to include a more resilient inspection regimen, more thorough checking of water quality complaints by checking "in street" and the "customer side of the meter" and identifying the recycled water system with coating of curb stops, and stamping curbs. Recycled water is and remains a high-quality and important water supply for industrial and irrigation use.

13. OTAY VALLEY DESALINATION FEASIBILITY STUDY (SWEETWATER AUTHORITY)

Michael Garrod of Sweetwater Authority reviewed the Otay River Brackish Groundwater Desalination Feasibility Study they are conducting with Otay Water District. They submitted an application to the California Department of Water Resources in 2006 for this \$600,000 study. Otay and Sweetwater are to pay \$175,000 each and the state will pay \$250,000. The study is to be completed in June 2009. The study objectives include the feasibility of a brackish groundwater desalination facility in the Otay River Basin, increase local production of groundwater as detailed in the South San Diego County Water Supply Strategy, and increase knowledge of the San Diego Formation in the Otay River Basin. The study includes construction of two multi-depth wells; conceptual facilities layout including treatment, production wells, conveyance pipelines, and brine disposal; conceptual layout of distribution mains to serve Otay and Sweetwater; production of an Initial Environmental Study; and determination of construction costs. USGS and Montgomery Watson Harza (MWH) are the consultants for this study.

He reviewed the current status. One 1,500-foot deep monitoring well has been constructed. MWH has begun evaluating a site for the desalination facility, has reviewed cuttings and well logs of the USGS monitoring well, and has gathered groundwater information from USGS. He described the USGS-Otay Trolley Multiple Depth Monitoring well which is a 1,500-foot deep multiple-depth monitoring well installed in February of 2008. The borehole has 5 individual 2-inch PVC pipes constructed inside a 14-inch borehole. They have observed that the San Diego Formation is relatively thin at this location. One additional monitoring well will be drilled as part of the USGS San Diego Formation study.

In October 2008, a second 1,500-foot deep multiple-depth monitoring well will be constructed. In December of 2008 they will perform water quality analysis and in February 2009, they will complete the review of the geology and groundwater data. In April 2009 they will complete the conceptual facilities layout and in June 2009, they will complete the feasibility study report and an Initial Environmental Study.

In the interest of time, the Sweetwater Fire Recovery Plan was not discussed.

The meeting was adjourned at 12:15 p.m.

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President

ATTEST:

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Secretary

Joint Board Meeting Attendees  
Friday, September 19, 2008

Helix Water District

Chuck Muse  
Richard Smith  
John Linden  
DeAna Verbeke  
Kathleen Hedberg  
Mark Weston  
Karen Stauffer  
Tristan Hayman  
Mark Umphres  
Carlos Lugo  
Donna Bartlett-May  
Kate Breece

Sweetwater Authority

Jim Alkire  
Mitch Beauchamp  
Jim Doud  
Ron Morrison  
Bud Pocklington  
Terry Thomas  
Mark Rogers  
Jim Smyth  
Michael Garrod  
Rick Alexander  
Pete Famolaro  
Jack Adams

SDCWA

Paul Lanspery  
Bob Yamada  
Toby Roy

BB&K

Elizabeth Hull  
Michael Cowett

Lakeside Water District

Bruce Robertson  
Eileen Neumeister  
Jeanne Swaringen

Padre Dam Municipal Water District

Augie Scalzitti  
Augie Cairns  
Dan McMillan  
Jim Maletic  
Doug Wilson  
Neal Brown  
Frank Kowalski  
Allen Carlisle  
Mike Uhrhammer  
Melissa McChesney  
Ken Gallo  
Karen Jassoy

Otay Water District

Mark Robak  
Mark Watton  
German Alvarez  
Rod Posada



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	October 9, 2008
SUBMITTED BY:	Pedro Porras,  Chief of Water Operations	W.O./G.F. NO.:	08-02754 DIV. NO. 1
APPROVED BY: (Chief)	Pedro Porras, Chief of Operations 		
APPROVED BY: (Asst. GM):	Manny Magaña, Assistant General Manager of Engineering and Water Operations 		
SUBJECT:	Renewal of Mexico Agreement to Transfer Water		

**GENERAL MANAGER'S RECOMMENDATION:**

That the Board authorize the General Manager to execute the proposed amended agreement No. 1 (Attachment B) to the "Agreement for the temporary emergency delivery of a portion of the Mexican Treaty Waters," and approve the proposed wheeling rate for the delivery of Treaty Water to the City of Tijuana.

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

See Attachment A

**PURPOSE:**

The purpose of this report is to: 1) request the Board adopt a wheeling rate based on increased energy costs and current pump station capacity costs to meet Mexico demands; and 2) request authorization to execute the proposed amendment No. 1 to the agreement to deliver the Mexican Treaty Waters.

**ANALYSIS:**

Mexico has made a formal request to the United States of America, through the International Boundary and Water Commission (IBWC), to provide an emergency water supply in and around the City of Tijuana.

Under a 1972 contract, the Otay Water District (District) built water conveyance facilities, including a 24-inch pipeline and pump station modifications, connecting existing District facilities with Mexican water facilities at the international boundary. The funding for the construction was provided by Mexico. Also, under the 1972 contract, the United States delivered water from the Colorado River allotted to Mexico in a water treaty between the United States and Mexico signed in Washington, D.C. on February 3, 1944. Treaty water was delivered to Mexico under the 1972 contract and its amendments until the contract was terminated in 1983 due to completion of the Mexican aqueduct built to convey Colorado River water to Tijuana.

After termination of the 1972 contract, the facilities constructed by the District under that contract were dismantled, and the connection between the United States and Mexico was removed. In 1989 and in 1992, emergency delivery of treaty water was provided through a temporary 14-inch above ground pipeline installed by District forces to reconnect the United States and Mexican water systems. These emergency deliveries were pursuant to arrangements coordinated by the IBWC.

In September 2003, the District, IBWC, United States Bureau of Reclamation, Metropolitan Water District (Metropolitan), and San Diego County Water Authority (SDCWA) entered into an Agreement for Temporary Emergency Delivery of a Portion of the Mexican Treaty Waters of the Colorado River to the International Boundary in the Vicinity of Tijuana, Baja California, Mexico, and for Operation of Facilities in the United States (Agreement).

Under terms and conditions of the Agreement, Mexico is required to pay in advance for requested deliveries, based on the fees and charges established by the SDCWA, Metropolitan and the District. Deliveries are on a space available basis in the conveyance systems of the three agencies. The Agreement stipulates that maximum monthly and annual delivery volumes, based on capacity of the emergency connection at the border, shall not exceed 1,200 acre-feet and 14,400 acre-feet, respectively. This agreement was set for a five-year period and it is scheduled to expire on November 10, 2008. Mexico has fully complied with all terms and conditions of the contract.

Mexico has requested the continuation of a standby arrangement for emergency deliveries for Tijuana for an additional five years. Since initiation of emergency deliveries in 2003, Mexico

has taken action to develop additional water supplies for the Tijuana region. In response to Mexico's request, the IBWC, in coordination with the participating water agencies in the United States and Mexico, prepared and plans to adopt a new IBWC Minute to extend emergency deliveries for another five-year term. The Minute serves as the binational agreement between the two countries and framework for the emergency deliveries to Tijuana. The next step is for the Minute to be signed by the Commissioners. Once signed, SDCWA will attach the Minute to the amended agreement and route for signature to the proper agencies.

For purposes of establishing the charge for the next five-year period, staff is proposing that the Temporary Emergency Service Fee equal to \$96.37 per acre-foot, which is \$21.77 less than the current rate of \$118.14. This reduction is due to Mexico's current flow deliveries which will fully pay the capital costs incurred by the District under the current contract.

**FISCAL IMPACT:**



No fiscal impact is anticipated with the adoption of this wheeling rate. The rate is an estimate that should cover all costs associated with transferring water from SDCWA to Mexico via District facilities. The U.S./Mexico agreement allows the wheeling rate to be changed once a year.

**STRATEGIC GOAL:**

- 1.2.4.1: Identify and promote opportunities for bi-national cooperation and understanding.
- 3.1.1.6: Improve existing and obtain additional inter-agency connections.
- 3.1.1.9: Operate the system to meet demands 24/7.

**LEGAL IMPACT:**

\_\_\_\_\_

No legal impact is anticipated at this time.



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



## ATTACHMENT A

<b>SUBJECT/PROJECT:</b>	RENEWAL OF MEXICO AGREEMENT TO TRANSFER WATER
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### COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee reviewed this item at a meeting held on September 17, 2008. The following comments were made:

- Staff indicated that this request is in essence a renewal of the current agreement with Mexico for the delivery of Mexican treaty water. Staff is requesting the approval of the proposed new wheeling rate and Amendment No. 1 to the current agreement.
- Staff indicated that the District built conveyance facilities under the 1972 contract to wheel water to Mexico from 1972 to 1983. The contract was terminated in 1983 when Mexico completed their aqueduct to convey Colorado River Water to Tijuana and the District's conveyance system was dismantled. During the drought in 1989, Mexico requested emergency delivery of treaty water and through arrangements with the IBWC, water was delivered to Mexico through a temporary 14" connection. A new conveyance system was built and completed in 2003 under a new contract known as "Agreement for Temporary Emergency Delivery of a Portion of the Mexican Treaty Waters of the Colorado River to the International Boundary in the Vicinity of Tijuana, Baja California, Mexico and for the Operation of Facilities in the United States" (Agreement).
- This Agreement will terminate on November 10, 2008 and Mexico has requested renewal of the agreement for continued emergency deliveries to Tijuana for an additional five years.

- Mexico is currently taking approximately 11.5 CFS and will take the last supply on the current agreement by October 31, 2008.
- Mexico has always paid for the water they have taken and also paid for all the infrastructure upgrades required to deliver flows with interest (approximately \$800,000). All requirements of the current contract have been satisfied.
- The wheeling rate on the new contract is \$96.48, as shown in Attachment B, which is \$21.66 less than the current rate of \$118.14. The rate has been reduced as the deliveries that Mexico has taken on the current contract will fully pay the capital costs incurred by the District for the facilities for such water deliveries.
- It was noted that the rate includes maintenance costs and the water being delivered to Mexico under the contract is Mexican water.

Following the discussion, the committee supported staffs' recommendation presentation to the full board on the consent calendar.

ATTACHMENT B

IBM No. 03-21  
Amendment No. 1

AMENDMENT NO. 1 TO AGREEMENT FOR TEMPORARY EMERGENCY DELIVERY OF A PORTION OF THE MEXICAN TREATY WATERS OF THE COLORADO RIVER TO THE INTERNATIONAL BOUNDARY IN THE VICINITY OF TIJUANA, BAJA CALIFORNIA, MEXICO, AND FOR THE OPERATION OF FACILITIES IN THE UNITED STATES

1. PREAMBLE: This Amendment No. 1 to the Agreement for Temporary Emergency Delivery of a Portion of the Mexican Treaty Waters of the Colorado River to the International Boundary in the Vicinity of Tijuana, Baja California, Mexico, and for the Operation of Facilities in the United States ("Amendment No. 1") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and Acts amendatory thereof or supplementary thereto, including but not limited to the Boulder Canyon Project Act enacted December 21, 1928 (45 Stat. 1057), all of which are commonly known and referred to as Federal Reclamation law, by and among the United States of America ("United States"), acting by and through the United States Commissioner, International Boundary and Water Commission, United States and Mexico ("United States Commissioner"), and the Secretary of the Interior, acting by and through the Department of the Interior, Bureau of Reclamation ("Reclamation"); The Metropolitan Water District of Southern California ("Metropolitan"), a public corporation of the State of California; the San Diego County Water Authority ("Authority"), a public corporation of the State of California; and the Otay Water District ("OWD"), a public corporation of the State of California, sometimes collectively called "Parties."

WITNESSETH THAT:

2. EXPLANATORY RECITALS:

2.1 WHEREAS, Metropolitan, the Authority, OWD, and the United States entered into an Agreement for Temporary Emergency Delivery of a Portion of the Mexican Treaty Waters of the Colorado River to the International Boundary in the Vicinity of Tijuana, Baja California, Mexico, and for Operation of Facilities in the United States, IBM No.03-21, dated September 29, 2003 (Emergency Delivery Agreement);

2.2 WHEREAS, Mexico has formally commenced the Tijuana-Colorado River Aqueduct expansion project works with an estimated execution period of 18 months.

2.3 WHEREAS, Mexico has executed a project to interconnect wells, convey water to the Monte de los Olivos pre-treatment plant and subsequently inject it into the Florido-Aguaje aqueduct in two phases.

2.4 WHEREAS, Mexico has reconditioned the La Mision-Tijuana Aqueduct, which transports water from the La Mision aquifer to the city of Playas de Rosarito, and rehabilitated the Abelardo L. Rodríguez purification plant.

2.5 WHEREAS, Mexico has requested the continuation of a standby arrangement for Emergency Deliveries for Tijuana for a five-year period beyond November 9, 2008.

2.6 WHEREAS, Metropolitan, the Authority, and OWD are willing to arrange for the transportation and delivery of a Portion of the Mexican Treaty Waters through available capacity in their respective distribution system facilities in accordance with the terms and conditions of this Amendment.

2.7 WHEREAS, continuation of a standby arrangement for Emergency Deliveries for Tijuana beyond five years after the year Emergency Deliveries for Tijuana were initiated under the Emergency Delivery Agreement required action by the International Boundary and Water Commission (IBWC);

2.8 WHEREAS, Minute \_\_\_ of the IBWC, dated \_\_\_\_, 2008 (Exhibit A attached hereto), authorizes continuation of a standby arrangement for Emergency Deliveries for Tijuana to and including November 9, 2013;

2.9 WHEREAS, the Parties desire to enter into this Amendment No. 1 to conform the term of the Emergency Delivery Agreement to Minute \_\_\_;

2.10 WHEREAS, Metropolitan desires that the Emergency Delivery Agreement recognize that Metropolitan now adds fluoride to its treated water supplies;

2.11 WHEREAS, Metropolitan desires to delete subsection 12(g) in its entirety as scheduling of energy has become much more complicated

and regulated since execution of the Emergency Delivery Agreement with additional risk to Metropolitan;

2.12 WHEREAS, the United States has determined the proposal of extending water deliveries to Tijuana for five more years will not create significant or cumulative impacts and therefore will not be considered a major federal action significantly affecting the quality of the human environment for the purposes of the National Environmental Policy Act. Thus, the extension of water deliveries is categorically excluded under 46FR44083 (100.6a.5), which includes actions specifically required under any treaty or international agreement, or pursuant thereto, to which the United States is a party, or required by the decision of international organizations (including courts), authorities or consultations in which the United States is a member or participant.

2.13 WHEREAS, the Authority has performed an environmental assessment pursuant to the California Environmental Quality Act and determined that this action will not have a significant effect on the environment and is categorically exempt from the requirements for the preparation of environmental documents.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

3. AMENDMENT TO EMERGENCY DELIVERY AGREEMENT:

3.1 Recital B is hereby amended to add the following sentence to the end of that paragraph:

"The United States Commissioner and the Mexican Commissioner have signed Minute No. \_\_\_\_\_, dated \_\_\_\_\_, of the International Boundary and Water Commission (hereinafter referred to as "IBWC Minute" beginning November 10, 2008), for subsequent Emergency Deliveries for Tijuana for a period ending no later than November 9, 2013 at the same point of delivery.

3.2 Recital I is hereby amended to add the following sentence to the end of that paragraph:

"Metropolitan adds fluoride to its treated water supplies to offer an additional level of public health protection."

3.3 Recital P is hereby amended to delete from the first sentence the phrase "exceed five years beginning the year Emergency Deliveries for Tijuana are initiated" and insert in its place the phrase "extend beyond November 9, 2013".

3.4 The last sentence of Article 5 (b) is hereby amended to delete the words "The initial".

3.5 The first sentence of Article 12 (e) is hereby deleted in its entirety.

3.6 Article 12 (g) is hereby deleted in its entirety.

3.7 Article 15 is hereby amended to revise the last sentence to the following: "In both the federal and state environmental processes, it was determined that extending the Emergency Water Deliveries for Tijuana for five more years will not have an environmental impact."

3.8 Article 18 (a) is hereby deleted in its entirety and is hereby replaced with the following:

"18 (a) Upon the expiration of a five-year term to and including November 9, 2013."

3.9 Article 19 (a) is hereby amended to revise the phrase "the Supreme Court Decree of March 9, 1964, in Arizona v. California (376 U.S. 340), as supplemented" to "the Consolidated Decree entered by the U.S. Supreme Court in the case of Arizona v. California (547 U.S. 150) (2006)".

3.10 Article 21 is hereby amended to revise the words "Chief Executive Officer" to "General Manager".

3.11 Exhibit B of the Agreement is superseded by Exhibit B attached hereto.

4. OTHER PROVISIONS UNAFFECTED: Except as expressly modified by this Amendment No. 1, all other terms and provisions of the Emergency Delivery Agreement, as amended, remain in full force and effect.

5. OFFICIALS NOT TO BENEFIT: No Member of or Delegate to the Congress, Resident Commissioner, or official of Metropolitan, the Authority, and OWD shall benefit from this Amendment No. 1 other than as a water user or landowner in the same manner as other water users or landowners.

6. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS: The expenditure or advance of any money or the performance of any obligation of the United States under this Amendment No. 1 shall be contingent upon appropriation or allotment of funds. No liability shall accrue to the United States in case funds are not appropriated or allotted.

IN WITNESS WHEREOF, the Parties hereto, by their officers thereunto duly authorized, have executed this Amendment No. 1, and this Amendment No. 1 shall take effect on the day and year first above written.

UNITED STATES OF AMERICA

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

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

Carlos Marin  
Commissioner  
United States Section

Lorri Gray  
Regional Director  
Lower Colorado

Region  
International Boundary and  
Reclamation  
Water Commission  
United States and Mexico

Bureau of

Approved as to Legal

Sufficiency:

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

Katherine Ott Verburg  
Field Solicitor

METROPOLITAN WATER DISTRICT OF  
SOUTHERN CALIFORNIA

By: \_\_\_\_\_  
Jeffrey Kightlinger  
General Manager

Approved as to form:

By: \_\_\_\_\_  
Karen L. Tachiki  
General Counsel

SAN DIEGO COUNTY WATER AUTHORITY

By: \_\_\_\_\_  
Maureen A. Stapleton  
General Manager

Approved as to form:

By: \_\_\_\_\_  
Daniel S. Hentschke  
General Counsel

OTAY WATER DISTRICT

By: \_\_\_\_\_  
Mark Watton  
General Manager

Approved as to form:

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

**Charges to Mexico for Emergency Deliveries for Tijuana  
of a Portion of Mexico's 1944 Colorado River Treaty Water  
Effective November 10, 2008**

		On the basis of total water handled including losses at unit charge for total water
<b>Delivery to Mexico</b>		
1.	Water delivered to Mexico at international boundary near Tijuana (acre-feet) as measured at Service Connection SD-TJ	
<b>Payment to OWD</b>		
2.	OWD system loss* at 3.0 percent of Line 1 (acre-feet)	
3.	OWD total deliveries (Line 1 plus Line 2) (acre-feet)	
4.	Unit payment due OWD for delivery charges and other expenses (\$/acre-foot)	\$96.48
5.	Total payment to OWD (Line 3 times Line 4) (\$)	
<b>Payment to the Authority</b>		
6.	Water delivered by Authority for Mexico; same as Line 3 (acre-feet)	
7.	Authority system loss* at 1.0 percent of Line 3 (acre-feet)	
8.	Authority total deliveries (Line 6 plus Line 7) (acre-feet)	
9.	Unit payment due Authority for delivery charges and other expenses (\$/acre-foot) (Unit charge is equivalent to Authority's Transportation Rate)	\$60.00/AF Effective January 1, 2009: \$64.00/AF
10.	Total payment to Authority (Line 8 times Line 9) (\$)	
<b>Payment to Metropolitan</b>		
11.	Water delivered by Metropolitan for Mexico; same as Line 8 (acre-feet)	
12.	Metropolitan system loss* at 3.6 percent of Line 8 (acre-feet)	
13.	Metropolitan total deliveries (Line 11 plus Line 12) (acre-feet)	

	On the basis of total water handled including losses at unit charge for total water
14. Unit payment due Metropolitan for use of existing diversion and conveyance works, water treatment, and other expenses (Unit charge includes Metropolitan's System Access Rate, Water Stewardship Rate and Treatment Surcharge) (\$/acre-foot)	\$325.00/AF. Effective January 1, 2009: \$335.00/AF
15. Unit payment due Metropolitan for electric energy, determined as the average energy cost (\$/megawatt-hour), including foregone sales, incurred by Metropolitan for the incremental amount of water for the month that the water was delivered multiplied by 2.38 (includes pumping costs, loss of Metropolitan's share of energy generated at Parker Dam Power Plant, and loss of Southern California Edison Company Benefit Energy) (\$/acre-foot).	Estimated Unit Payment  November 2008: \$278.00/AF December 2008: \$278.00/AF January 2009: \$221.00/AF
16. Total payment to Metropolitan ((Line 13 times Line 14) plus (Line 13 times Line 15)) (\$)	
17. Total Charge (Line 5, plus lines 10 and 16) (\$)	

\*Portion of Treaty Water diverted by Metropolitan at Lake Havasu.

# AGENDA ITEM 6b



## STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	October 9, 2008
SUBMITTED BY:	H. Damon Braden <i>[Signature]</i> Senior Civil Engineer	PROJECT/ SUBPROJECTS:	P2440- DIV. 2 003000 & NO. 004000
	Ron Ripperger <i>[Signature]</i> Engineering Manager		
APPROVED BY: (Chief):	Rod Posada <i>[Signature]</i> Chief, Engineering		
APPROVED BY: (Asst. GM):	Manny Magaña <i>[Signature]</i> Assistant General Manager, Engineering and Operations		
SUBJECT:	Amendments to Utility Agreements with Caltrans related to Construction of the SR-905 Utility Relocations		

### GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District's (District) Board authorizes the General Manager to sign Amendments to four (4) separate Utility Agreements (Nos. 31755, 31756, 31757, and 31758) with the California Department of Transportation (Caltrans) (see Exhibit A for project location).

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

Please see Attachment A.

### PURPOSE:

To obtain Board authorization for the General Manager to sign Amendments to Utility Agreements with Caltrans (Nos. 31755, 31756, 31757, and 31758; see Exhibits B-1 through B-4).

### ANALYSIS:

In 2003 Caltrans notified the District of its intent to construct SR-905 from Heritage Road to SR-125 within Otay Mesa. Subsequently, the District entered into several Utility Agreements with Caltrans to establish prior rights and cost sharing for relocation of District existing and proposed

utilities that were in conflict with Caltrans' design. This current action addresses Amendments to four (4) of the existing Utility Agreements.

Caltrans requested the District to design and relocate the existing utilities at Pacific Rim Court, Cactus Road, and Gailes/Dublin Road. This work has been completed. Due to the complexity of the relocation of utilities at Britannia Boulevard and Airway Road/Harvest Road, Caltrans requested that the District provide design plans for these locations to be incorporated into the Caltrans overall SR-905 design and construction. Caltrans is currently in the process of constructing Britannia Boulevard and Airway Road/Harvest Road as part of the overall SR-905 project.

The original estimates provided for each of the four (4) Utility Agreements were based on known conditions and understandings at the time each Agreement was executed. Due to changes in field conditions, conflicts with other utilities, other agencies planned utilities, and Caltrans' requested design changes, the actual project costs exceeded the estimated costs. Upon execution of these Amendments the District will invoice Caltrans for the additional costs.

Caltrans has assured Staff that the amounts to be reimbursed to the District in the Amendments have been set aside in the authorized funding for the SR-905 construction. Following is a summary of the potential liabilities and reimbursements for each Amended Utility Agreement.

Agreement Number	Paid to Caltrans	Reimbursed to Otay	Net to Otay
31755	\$ 97,500	\$ 141,140	\$43,640
31756	\$ 809,820	\$ 192,386	(\$617,434)
31757	\$	\$ 350,025	\$350,025
31758	\$	\$ 443,728	\$443,728
<b>Total</b>	<b>\$ 907,320</b>	<b>\$1,127,279</b>	<b>\$219,959</b>

**FISCAL IMPACT:**



The total budget for CIP P2440, as approved in the FY 2009 budget, is \$2,460,000. Expenditures to date are \$3,278,316. Total expenditures, plus outstanding commitments and forecast to date, are \$2,408,478 which includes the anticipated Caltrans reimbursement of \$1,127,279 (See Attachment B for budget details). Based on a review of the budget, the Project Manager has determined the budget will be sufficient to support this project.

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

**STRATEGIC GOAL:**

This project supports the District's Mission Statement, "To provide safe reliable water, recycled water and wastewater services to our community in an innovative, cost efficient water-wise and environmentally responsible manner", as well as the General Manager's vision, "... prepared for the future..." by guaranteeing that the District will always be able to meet future water supply obligations and plan, design, and construct new facilities.

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

Legal counsel reviewed this Utility Agreement for consistency and content.



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

P:\WORKING\CIP P2440\Staff Reports\BD 10-01-08, Staff Report, Caltrans Util Agrees, (HDB-RR).doc

HDB/RR/RP:jf

Attachments:     Attachment A  
                     Attachment B  
                     Exhibit A  
                     Exhibit B-1  
                     Exhibit B-2  
                     Exhibit B-3  
                     Exhibit B-4



## ATTACHMENT A

<b>SUBJECT/PROJECT:</b> P2440- 003000&0040000	Amendments to Utility Agreements with Caltrans related to Construction of the SR-905 Utility Relocations
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### COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee reviewed this item at a meeting held on September 17, 2008. The following comments were made:

- Staff is requesting approval of amendments to four Utility Agreements (Nos. 31755, 31756, 31757 and 31758) with Caltrans for the relocation of District facilities for the construction of SR-905.
- Caltrans notified the District in 2003 of its intent to construct SR-905 from Heritage Road to SR-125 within the Otay Mesa area.
- The Utility Agreements are for relocations at Pacific Rim Court, Cactus Road, Britannia Blvd. and Dublin Drive/Gailes Blvd.
- The original estimates of the cost of the relocations were based on known conditions at the time each agreement was executed. Due to changed field conditions, conflicts with other utilities, other agencies planned utilities, and Caltrans' requested design changes, the actual project costs exceeded the original estimated costs.
- Caltrans has indicated to staff that the amounts to be reimbursed for the relocations have been set aside in their funding for the SR-905 construction. At the conclusion of these relocations, the District will have netted \$219,959. This net occurs as Caltrans must pay the District if its (the District's) facilities were installed first and vice versus.
- It was noted that these are standard agreements and the request is to amend the dollar amounts within the contracts to reflect the new cost of the relocation projects.

Following the discussion, the committee supported staffs' recommendation presentation to the full board on the consent calendar.



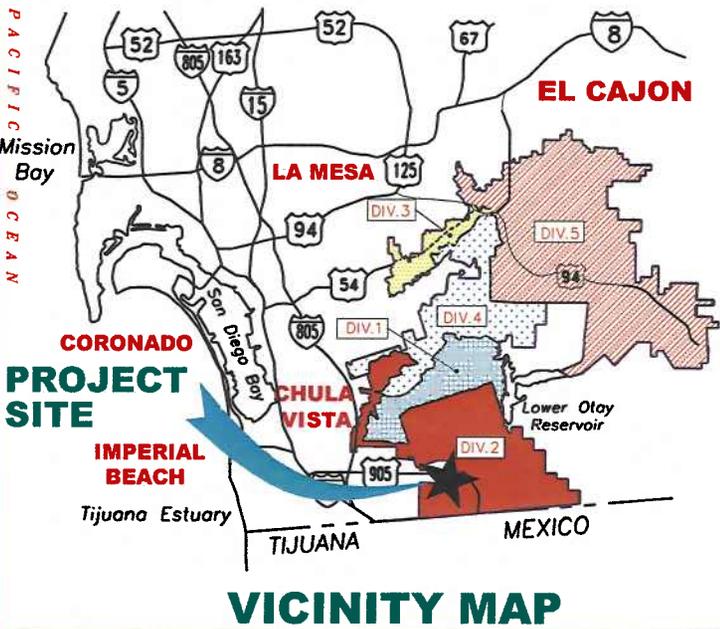
## ATTACHMENT B

<b>SUBJECT/PROJECT:</b> P2440- 003000&0040000	Amendments to Utility Agreements with Caltrans related to Construction of the SR-905 Utility Relocations
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Otay Water District  
P2440- I-905 Utility Relocations

Date Updated: Sept. 04, 2008

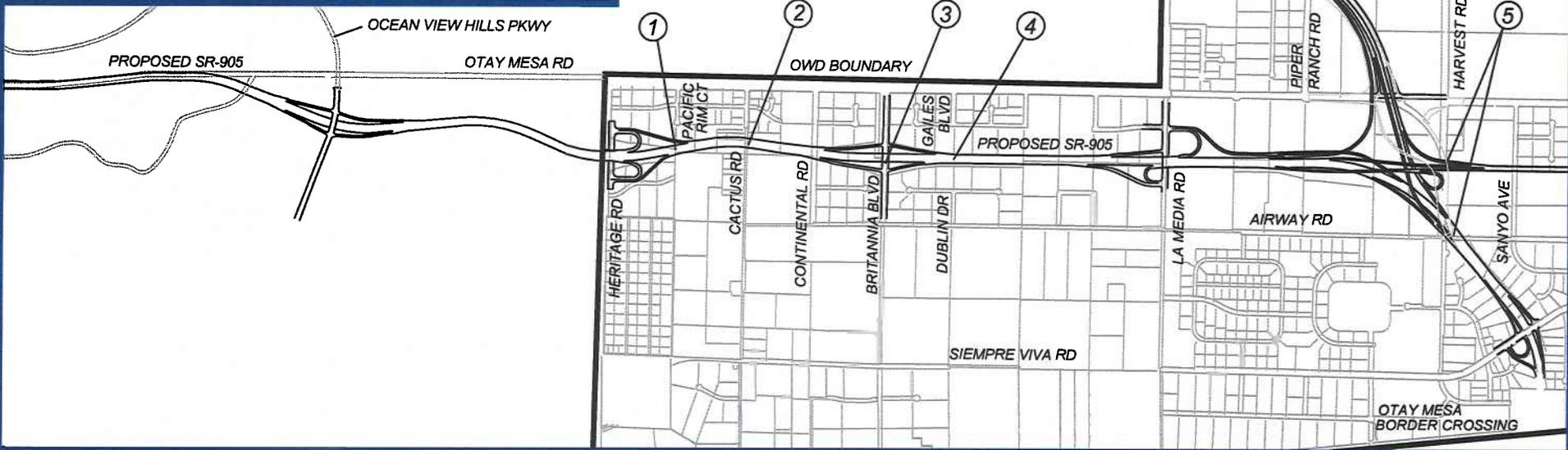
Budget \$2,460,000	Committed	Expenditures	Outstanding Commitment & Forecast	Projected Final Cost	Vendor / Comments
<b>Planning</b>					
In House/Labor	69,810	69,810		69,810	
Professional Legal Fees	340	340	-	340	Burke, Williams, Sorensen LLP
Service Contracts	2,060	2,060	-	2,060	Garcia Calderon & Ruiz LLP
			-	-	
Infrastructure, Materials & Supplies	6	6	-	6	Ferguson Waterworks
Temporary Labor	112	112	-	112	Sadona Staffing Services
			-	-	
<b>Total Planning</b>	<b>\$ 72,328</b>	<b>\$ 72,328</b>	<b>\$ -</b>	<b>\$ 72,328</b>	
<b>Design</b>					
In House/Labor	112,516	112,516		112,516	
Consultant Contracts	224,799	224,799	-	224,799	HDR Inc.
	12,000	12,000	-	12,000	Bowen & Associates
	66,923	66,923	-	66,923	Hirsch & Company
	11,040	11,040	-	11,040	Swinerton Management
Service Contracts	2,190	2,190	-	2,190	OCB Reprographics
	70	70	-	70	San Diego Daily Transcripts
	190	190	-	190	Clarkson Lab & Supply Inc.
Printing	8	8	-	8	Petty Cash Custodian
			-	-	Frank & Son Paving Inc.
			-	-	
<b>Total Design</b>	<b>\$ 429,736</b>	<b>\$ 429,735</b>	<b>\$ -</b>	<b>\$ 429,735</b>	
<b>Construction</b>					
In House/Labor	206,788	206,788		206,788	
Advertisement/Bld	328	328	-	328	Union Tribune
Professional, Legal Fees	437	437	-	437	Garcia Calderon & Ruiz LLP
Consultant Contracts	37,271	37,271	-	37,271	RBF Consulting
	1,820	1,820	-	1,820	Southern California Soil
	20,640	20,640	-	20,640	Swinerton Management
Construction Contracts	1,012,028	1,012,028	-	1,012,028	Zondiros Corporation
	524	524	-	524	HD Supply Waterworks Ltd.
	654	654	-	654	Clarkson Lab & Supply Inc.
	909,670	909,670	-	909,670	Department of Transportation
Retention	48,015	48,015	-	48,015	Zondiros Corporation
Rents/Leases(Temp. Easement)	1,750	1,750	-	1,750	Gateway Park Owners Association
	6,825	6,825	-	6,825	Brown Field Business Park LP
	1,000	1,000	-	1,000	Dante Corp.
Settlements (Easement)	1,000	1,000	-	1,000	Vista South Melrose LP
Materials	216	216	-	216	C.W. Mcgrath
	163	163	-	163	United Rentals Northwest Inc
	155	155	-	155	HSS Rentx Inc
	258	258	-	258	Penhall Co.
AMR Meters	165	165	-	165	
Motor Bushings	6	6	-	6	
Sewer Fittings & Green Bell	24	24	-	24	
Adaptor ACP 914	1,709	1,709	-	1,709	
Gate Valve	2,247	2,247	-	2,247	
Pipe CLC Steel	325	325	-	325	
Flange Weld On	71	71	-	71	
Reducer Cast Iron	323	323	-	323	
Valve Ball	37	37	-	37	
Saddle Tap ACP 2 inch	93	93	-	93	
Corp	119	119	-	119	
Professional Legal Fees	500	500	-	500	First American Title
Water Loss	228	228	-	228	
			-	-	
<b>Total Construction</b>	<b>\$ 2,255,388</b>	<b>\$ 2,255,388</b>	<b>\$ -</b>	<b>\$ 2,255,388</b>	
<b>Caltrans Utility Agreements</b>					
Expense / (Reimbursement)	(55,279)	(55,279)	-	(55,279)	Util Agree 31728
Expense / (Reimbursement)	(43,640)	(43,640)	-	(43,640)	Util Agree 31755 Amended
Expense / (Reimbursement)	617,434	617,434	-	617,434	Util Agree 31755 Amended
Expense / (Reimbursement)	(350,025)	(350,025)	(350,025)	(350,025)	Util Agree 31757 Amended
Expense / (Reimbursement)	(443,728)	(443,728)	(443,728)	(443,728)	Util Agree 31758 Amended
Expense / (Reimbursement)	(67,485)	(67,485)	(67,485)	(67,485)	Util Agree 31759
Expense / (Reimbursement)	2,350	2,350	-	2,350	Util Agree 31779
Expense / (Reimbursement)	(8,600)	(8,600)	(8,600)	(8,600)	Util Agree 31817
<b>Total Caltrans</b>	<b>\$ (348,973)</b>	<b>\$ 520,865</b>	<b>\$ (869,838)</b>	<b>\$ (348,973)</b>	
<b>Grand Total</b>	<b>\$ 2,408,478</b>	<b>\$ 3,278,316</b>	<b>\$ (869,838)</b>	<b>\$ 2,408,478</b>	



- ① PACIFIC RIM CT  
UTILITY AGREEMENT NO. 31758
- ② CACTUS RD  
UTILITY AGREEMENT NO. 31759
- ③ BRITANNIA BLVD  
UTILITY AGREEMENT NO. 31756
- ④ GAILES BLVD/DUBLIN DR  
UTILITY AGREEMENT NO. 31757
- ⑤ AIRWAY RD/HARVEST RD  
UTILITY AGREEMENT NO. 31755

CENTRAL AREA SYSTEM  
OTAY MESA SYSTEM

1" = 3000'



OTAY WATER DISTRICT  
SR-905 UTILITY RELOCATIONS

P:\VDR\16\16\16\CIP 224\0\Graphics\Drawings\Exhibit A - Oct 2008 Staff Report.dwg 9/1/2008 10:09:11 AM PDT

<u>Dist</u> 11	<u>Co</u> SD	<u>Rte</u> 905	<u>KP (P.M.)</u> R13.9/R18.6	<u>EA</u> 091821
Federal Aid No:		A905 (015)		
Owner's File: CU12242				
FEDERAL PARTICIPATION:			On the Project	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
			On the Utilities	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**FIRST AMENDMENT TO UTILITY AGREEMENT NO. 31755**

**WHEREAS**, the State of California, acting by and through its Department of Transportation, hereinafter called STATE and OTAY WATER DISTRICT, hereinafter called OWNER, have entered into that certain Utility Agreement No. 31755 dated July 14, 2006 which Agreement sets forth the terms and conditions pursuant to which OWNER has relocated its water facilities in Airway Road and Harvest Road, to accommodate STATE's construction on Route 905, Project No. 091821; and,

**WHEREAS**, in the performance of said work, increased costs over and above those estimated at the time of the execution of said Agreement were incurred primarily due to the increase of additional services required by the design consultant, internal plan design review and field inspection and testing for the work installed

**WHEREAS**, it has been determined that, since final costs have overrun the amount shown in said Agreement by 399% when the increased cost exceeds by 25% the estimated amount set forth in said Agreement, said Agreement shall be amended to show the increased cost of the work to the STATE; and,

**WHEREAS**, the estimated cost to the STATE of the work to be performed under said Agreement was \$35,303.00, and by reason of the increased costs referred to above, the amended estimated cost to the STATE is \$141,140.00.

**NOW, THEREFORE**, it is agreed between the parties as follows:

1. The estimated cost to the STATE of \$35,303.00 as set forth in said Agreement is hereby amended to read Phase 9 funds increase to \$141,140.00.
2. All other terms and conditions of said Agreement remain unchanged.

\*\*\*\*\*

**AMENDMENT TO UTILITY AGREEMENT**

EA 091821  
 FIRST AMENDMENT TO  
 UTILITY AGREEMENT NO. 31755  
 13-EX-24 (REV 4/2002)  
 Page 2 of 2

THE ESTIMATED TOTAL COST TO STATE FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS \$141,140.00.

CERTIFICATION OF FUNDS					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure shown here.					
<i>Bruna Lopez</i>					<i>7/8/08</i>
HQ Accounting Officer					Date
ITEM	CHAP	STAT	FY	AMOUNT	
2660-801-3008-20	76	2005	07/08	105,837.00	
2660-301-0842-20	171/172	2007	07/08		

FUND TYPE	EA	AMOUNT
Design Funds		\$
Construction Funds		\$
RW Funds	091829	\$105,837.00

Already encumbered \$ 35,303.00  
 Total \$141,140.00

IN WITNESS WHEREOF, the parties hereto have executed this **FIRST AMENDMENT** to Utility Agreement No. 31755 this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

STATE: DEPARTMENT OF TRANSPORTATION

OWNER: OTAY WATER DISTRICT

By *[Signature]* *6/25/08*  
 District Division Chief, Right of Way  
 Delegate, AMY LAMOTT VARGAS, Chief  
 Utility Relocation Branch

By \_\_\_\_\_  
 Name/Title \_\_\_\_\_ Date \_\_\_\_\_

By *Carol Vu* *6/24/08*  
 Carol Vu  
 Utility Coordinator

**DO NOT WRITE BELOW - FOR ACCOUNTING PURPOSES ONLY**

PLANNING AND MANAGEMENT TO COMPLETE UNSHADED FIELDS:										UTILITY COMPLETES:		
DOC CODE	DOCUMENT NUMBER	SUP. FIX	DIST	UNIT	CHG DIST	EA	SUB JOB	SPECIAL DESIGNATION	FFY	FA	OBJ CODE	DOLLAR AMOUNT
201	DA 431755	00	"	440	"	091829	3081P	931755	08	C	054	105,837.00
	UA										054	

EA FUNDING VERIFIED:

Sign> *[Signature]*  
 Print> Lourdes Dungca *6/25/08*  
 R/W Planning and Management Date

REVIEW/REQUEST FUNDING:

Sign> *Carol Vu*  
 Print> Carol Vu *6/24/08*  
 Utility Coordinator Date

Distribution: 4 originals to R/W Accounting  
 4 originals returned to R/W Planning and Management

<u>Dist</u> 11	<u>Co</u> SD	<u>Rte</u> 905	<u>KP (P.M.)</u> R13.9/R18.6	<u>EA</u> 091821
Federal Aid No: A905 (015)				
Owner's File:				
FEDERAL PARTICIPATION:				
		On the Project	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
		On the Utilities	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**FIRST AMENDMENT TO UTILITY AGREEMENT NO. 31756**

WHEREAS, the State of California, acting by and through its Department of Transportation, hereinafter called STATE and OTAY WATER DISTRICT, hereinafter called OWNER, have entered into that certain Utility Agreement No. 31756 dated November 08, 2006 which Agreement sets forth the terms and conditions pursuant to which OWNER has relocated its water facilities in Britannia Boulevard, to accommodate STATE's construction on Route 905, Project No. 091821; and,

WHEREAS, in the performance of ~~and~~ work increased costs over and above those estimated at the time of the execution of said Agreement were incurred primarily due to the increase of additional services required by the design consultant, internal plan design review and field inspection and testing for the work installed

WHEREAS, it has been determined that, since final costs have overrun the amount shown in said Agreement by 96% when the increased cost exceeds by 25% the estimated amount set forth in said Agreement, said Agreement shall be amended to show the increased cost of the work to the STATE; and,

WHEREAS, the estimated cost to the STATE of the work to be performed under said Agreement was \$92,703.00, and by reason of the increased costs referred to above, the amended estimated cost to the STATE is \$192,386.05.

NOW, THEREFORE, it is agreed between the parties as follows:

1. The estimated cost to the STATE of \$92,703.00 as set forth in said Agreement is hereby amended to read Phase 9 funds increased to \$192,386.05.
2. All other terms and conditions of said Agreement remain unchanged.

\*\*\*\*\*

**AMENDMENT TO UTILITY AGREEMENT**

EA 091821  
 FIRST AMENDMENT TO  
 UTILITY AGREEMENT NO. 31756  
 13-EX-24 (REV 4/2002)  
 Page 2 of 2

THE ESTIMATED TOTAL COST TO STATE FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS \$192,386.05.

CERTIFICATION OF FUNDS				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure shown here.				
<i>Brenda Lopez</i>				7/8/08
HQ Accounting Officer				Date
ITEM	CHAP	STAT	FY	AMOUNT
2660-801-2006-20	76	2005	07/08	99,683.05
2660-301-0892-20	171/172	2007	07/08	

FUND TYPE	EA	AMOUNT
Design Funds		\$
Construction Funds		\$
RW Funds	091829	\$99,683.05

Already encumbered \$ 92,703.00  
 Total \$192,386.05

IN WITNESS WHEREOF, the parties hereto have executed this **FIRST AMENDMENT** to Utility Agreement No. 31756 this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

STATE: DEPARTMENT OF TRANSPORTATION

OWNER: OTAY WATER DISTRICT

By *[Signature]* 6/25/08  
 District Division Chief, Right of Way  
 Delegated, AMY LAMOTT VARGAS, Chief  
 Utility Relocation Branch

**COPY**

By \_\_\_\_\_  
 Name/Title Date

**Sign &**

By *Carol Vu* 6/24/08  
 Carol Vu  
 Utility Coordinator

By \_\_\_\_\_

**DO NOT WRITE BELOW - FOR ACCOUNTING PURPOSES ONLY**

PLANNING AND MANAGEMENT TO COMPLETE UNSHADED FIELDS:

UTILITY COMPLETES:

ITEM CODE	DOCUMENT NUMBER	SUR FIX	DIST	UNIT	CHG DIST	EA	SUB JOB	SPECIAL DESIGNATION	FFY	FA	OBJ CODE	DOLLAR AMOUNT
20	091829	NA	11	440	11	091829	30B1P	931756	08	6	054	99,683.05
	UA										054	

EA FUNDING VERIFIED:  
 Sign> *[Signature]*  
 Print> Lourdes Dungca 6-25-08  
 R/W Planning and Management Date

REVIEW/REQUEST FUNDING:  
 Sign> *Carol Vu*  
 Print> Carol Vu 6/24/08  
 Utility Coordinator Date

Distribution: 4 originals to R/W Accounting  
 4 originals returned to R/W Planning and Management

## AMENDMENT TO UTILITY AGREEMENT

<u>Dist</u>	<u>Co</u>	<u>Rte</u>	<u>KP (P.M.)</u>	<u>EA</u>
11	SD	905	R13.9/R18.6	091821
Federal Aid No: A905 (015)				
Owner's File: OWD Drawing 46-7				
FEDERAL PARTICIPATION:				
			On the Project	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
			On the Utilities	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

## FIRST AMENDMENT TO UTILITY AGREEMENT NO. 31757

WHEREAS, the State of California, acting by and through its Department of Transportation, hereinafter called STATE and OTAY WATER DISTRICT, hereinafter called OWNER, have entered into that certain Utility Agreement No. 31757, dated April 12, 2006, which Agreement sets forth the terms and conditions pursuant to which OWNER has relocated its water facilities in Pacific Rim Court, to accommodate STATE's construction on Route 905, Project No. 091821; and,

WHEREAS, in the performance of said work, increased costs over and above those estimated at the time of the execution of said Agreement were incurred primarily due to the availability of labor for this contracted work; and,

WHEREAS, it has been determined that, since final costs have overrun the amount shown in said Agreement by 189%, and when the increased cost exceeds by 25% the estimated amount set forth in said Agreement, said Agreement shall be amended to show the increased cost of the work to the STATE; and,

WHEREAS, the estimated cost to the STATE of the work to be performed under said Agreement was \$185,236.00, and by reason of the increased costs referred to above, the amended estimated cost to the STATE is \$350,025.34.

NOW, THEREFORE, it is agreed between the parties as follows:

1. The estimated cost to the STATE of \$185,236.00 as set forth in said Agreement is hereby amended to read \$350,025.34.
2. All other terms and conditions of said Agreement remain unchanged.

\*\*\*\*\*

**AMENDMENT TO UTILITY AGREEMENT**

EA 091821  
 FIRST AMENDMENT TO  
 UTILITY AGREEMENT NO. 31757  
 13-EX-24 (REV 4/2002)  
 Page 2 of 2

THE ESTIMATED TOTAL COST TO STATE FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS \$350,025.34.

CERTIFICATION OF FUNDS				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure shown here.				
<i>Brandon Kapell</i>				7/8/08
HQ Accounting Officer				Date
ITEM	CHAP	STAT	FY	AMOUNT
2060-201-3002-20	76	2005	07/08	164,789.34
2060-301-0892-20	71/172	2007	07/08	

FUND TYPE	EA	AMOUNT
Design Funds		\$
Construction Funds		\$
RW Funds	091829	\$164,789.34

Already encumbered \$185,236.00  
 Total \$350,025.34

IN WITNESS WHEREOF, the parties hereto have executed this **FIRST AMENDMENT** to Utility Agreement No. 31757 this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

STATE: DEPARTMENT OF TRANSPORTATION

OWNER: OTAY WATER DISTRICT

By *AMY LAMOTT VARGAS* 6/25/08  
 District Division Chief, Right of Way  
 Delegate, AMY LAMOTT VARGAS, Chief  
 Utility Relocation Branch

By \_\_\_\_\_  
 Name/Title \_\_\_\_\_ Date \_\_\_\_\_



By *Carol Vu* 6/24/08  
 Carol Vu  
 Utility Coordinator

By \_\_\_\_\_

**DO NOT WRITE BELOW - FOR ACCOUNTING PURPOSES ONLY**

PLANNING AND MANAGEMENT TO COMPLETE UNSHADED FIELDS:

PLANNING AND MANAGEMENT TO COMPLETE UNSHADED FIELDS:										UTILITY COMPLETES:		
IT CODE	DOCUMENT NUMBER	SUP. FIX	DIST	UNIT	CHG DIST	EA	SUB JOB	SPECIAL DESIGNATION	FFY	FA	OBJ CODE	DOLLAR AMOUNT
211	UAW 31757	00	11	440	11	091829	3021P	931757	08	6	054	164,789.34
	UA										054	

EA FUNDING VERIFIED:

Sign> *Joy*

Print> For Lourdes Dungca 6-25-08  
 R/W Planning and Management Date

REVIEW/REQUEST FUNDING:

Sign> *Carol Vu*

Print> Carol Vu 6/24/08  
 Utility Coordinator Date

Distribution: 4 originals to R/W Accounting  
 4 originals returned to R/W Planning and Management

<u>Dist</u> 11	<u>Co</u> SD	<u>Rte</u> 905	<u>KP (P.M.)</u> R13.9/R18.6	<u>EA</u> 091821
Federal Aid No: A905 (015)				
Owner's File:				
FEDERAL PARTICIPATION:				
		On the Project	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
		On the Utilities	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**FIRST AMENDMENT TO UTILITY AGREEMENT NO. 31758**

**WHEREAS**, the State of California, acting by and through its Department of Transportation, hereinafter called STATE and OTAY WATER DISTRICT, hereinafter called OWNER, have entered into that certain Utility Agreement No. 31758, dated April 12, 2006, which Agreement sets forth the terms and conditions pursuant to which OWNER has relocated its water facilities in Pacific Rim Court, to accommodate STATE's construction on Route 905, Project No. 091821; and,

**WHEREAS**, in the performance of said work, increased costs over and above those estimated at the time of the execution of said Agreement were incurred primarily due to the increase of additional services required by the design consultant, internal plan design review and field inspection and testing for the work installed

**WHEREAS**, it has been determined that, since final costs have overrun the amount shown in said Agreement by 96% when the increased cost exceeds by 25% the estimated amount set forth in said Agreement, said Agreement shall be amended to show the increased cost of the work to the STATE; and,

**WHEREAS**, the estimated cost to the STATE of the work to be performed under said Agreement was \$225,674.00, and by reason of the increased costs referred to above, the amended estimated cost to the STATE is \$443,727.80.

**NOW, THEREFORE**, it is agreed between the parties as follows:

1. The estimated cost to the STATE of \$225,674.00 as set forth in said Agreement is hereby amended to read \$443,727.80.
2. All other terms and conditions of said Agreement remain unchanged.

\*\*\*\*\*

**AMENDMENT TO UTILITY AGREEMENT**

EA 091821  
 FIRST AMENDMENT TO  
 UTILITY AGREEMENT NO. 31758  
 13-EX-24 (REV 4/2002)  
 Page 2 of 2

THE ESTIMATED TOTAL COST TO STATE FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS \$443,727.80.

CERTIFICATION OF FUNDS				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure shown here.				
<i>Brandon Kogalla</i>				7/8/08
HQ Accounting Officer				Date
ITEM	CHAP	STAT	FY	AMOUNT
2660-001-2008-20	76	2005	07/08	
2660-301-0692-20	171122	2007	07/08	218,053.80

FUND TYPE	EA	AMOUNT
Design Funds		\$
Construction Funds		\$
RW Funds	091829	\$218,053.80

Already encumbered \$225,674.00  
 Total \$443,727.80

IN WITNESS WHEREOF, the parties hereto have executed this **FIRST AMENDMENT** to Utility Agreement No. 31758 this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

STATE: DEPARTMENT OF TRANSPORTATION

OWNER: OTAY WATER DISTRICT

By *[Signature]* 6/25/08  
 District Division Chief, Right of Way  
 Delegated, AMY LAMOTT VARGAS, Chief  
 Utility Relocation Branch

By *[Signature]*  
 Name/Title \_\_\_\_\_

By *Carol Vu* 6/24/08  
 Carol Vu  
 Utility Coordinator

By \_\_\_\_\_

**DO NOT WRITE BELOW - FOR ACCOUNTING PURPOSES ONLY**

PLANNING AND MANAGEMENT TO COMPLETE UNSHADED FIELDS:										UTILITY COMPLETES:		
T CODE	DOCUMENT NUMBER	SUB FIX	DIST	UNIT	CHG DIST	EA	SUB JOB	SPECIAL DESIGNATION	FFY	FA	OBJ CODE	DOLLAR AMOUNT
241	0A031758	00	11	440	11	091829	2081P	931758	08	6	054	218,053.80
	0A										054	

EA FUNDING VERIFIED:

Sign> *[Signature]*  
 Print> Lourdes Dungca 6-25-08  
 R/W Planning and Management Date

REVIEW/REQUEST FUNDING:

Sign> *Carol Vu*  
 Print> Carol Vu 6/24/08  
 Utility Coordinator Date

Distribution: 4 originals to R/W Accounting  
 4 originals returned to R/W Planning and Management

# AGENDA ITEM 6c



## STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	October 9, 2008
SUBMITTED BY:	Bob Kennedy <i>B.K.</i> Associate Civil Engineer	PROJECT/	R2092- DIV. 1
	Ron Grunow <i>R.G.</i> Senior Civil Engineer	SUBPROJECT:	001103 NO.
	Ron Ripperger <i>M</i> Engineering Manager		
APPROVED BY: (Chief)	Rod Posada <i>R. Posada</i> Chief, Engineering		
APPROVED BY: (Asst. GM):	Manny Magaña <i>M. Magaña</i> Assistant General Manager, Engineering and Operations		
SUBJECT:	Award of a Construction Contract to NEWest Construction Company, Inc. for the 450-1 Reservoir Disinfection Facility Project		

### GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board awards a construction contract to NEWest Construction Company, Inc. (NEWest) for the 450-1 Reservoir Disinfection Facility Project, and to authorize the General Manager to execute an agreement with NEWest in an amount not to exceed \$342,865 (see Exhibit A for project location).

### COMMITTEE ACTION:

Please see Attachment A.

### PURPOSE:

To obtain Board approval authorizing the General Manager to enter into a construction agreement with NEWest for the installation of a Reservoir Disinfection Facility at the District's 450-1 Reservoir Site in an amount not to exceed \$342,865.

**ANALYSIS:**

CIP R2092 consists of the construction of a disinfection facility located within the 450-1 Reservoir and 680-1 Pump Station Site. Currently, the District receives recycled water at the 450-1 Reservoir from the City of San Diego's (City) South Bay Water Reclamation Plant. This reservoir, along with the 680-1 Pump Station, provides recycled water to the existing 680 and 927 Pressure Zones within the District's Central Area System. Prior to delivery to the District, the City of San Diego disinfects the recycled water through an ultraviolet (UV) process. The District is coordinating with the City of San Diego to provide additional disinfection to the recycled water received at the 450-1 reservoir.

The most common disinfection approach for recycled water is chlorine. On August 28, 2007, per the District's request, the City of San Diego chlorinated the recycled water for six hours. Chlorine monitoring of the inflow into the tank by the District's recycled water operators indicated that the chlorine inflow was not consistent. The proposed disinfection facility will allow the District to monitor and make adjustments to the amount of chlorine residual in the recycled water received from the City.

The design for this project was performed by Lee and Ro, Inc. The disinfection equipment will be housed within the existing generator room of the 680-1 Pump Station. An integrated pump package system will be used. An existing concrete pad will be used as the pad for two 2,500 gallon chemical tanks. The generator room will need to be modified for chemical piping, electrical conduit modifications, and leak containment.

The project was advertised for bid on the District's website and several other publications including the Union Tribune and San Diego Daily Transcript.

A non-mandatory Pre-Bid Meeting was held on August 25, 2008. A presentation was given by staff to explain the project and answer any questions and/or discuss concerns from the contractors. Six (6) contractors attended the meeting. Meeting minutes were published as a part of Addendum No. 1.

Subsequently, an addendum was sent to all bidders and plan houses to address questions and clarifications to contract documents during the bidding period.

Bids were publicly opened on September 9, 2008 with the following results:

<u>CONTRACTOR</u>	<u>TOTAL BID AMOUNT</u>
1 NEWest Construction Company, Inc.	\$342,865
2 Orion Construction Corporation	\$383,000
3 Cass Construction, Inc.	\$429,800
4 Peltzer Plumbing, Inc.	\$506,000

The Engineer's Estimate is \$413,675.

The evaluation process included reviewing all bids submitted for conformance to the contract documents. The lowest bidder, NEWest, submitted a responsible bid and holds Class A, Class B, and Class C10 Contractor's licenses which expire on September 30, 2008. References were checked and NEWest was found to be a highly rated company. Staff also verified that it can comply with the bonding requirements for this project.

**FISCAL IMPACT:**



The total budget for CIP R2092 (450-1 Reservoir Disinfection Facility), as approved in the FY2009 budget, is \$830,000. Total expenditures, plus outstanding commitments and forecast, are \$596,906. See Attachment B for budget detail.

The Project Manager anticipates that, based on the attached financial analysis, the CIP budget will be sufficient to support this project.

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

**STRATEGIC GOAL:**

This project supports the District's Mission Statement, "To provide safe, reliable water, recycled water, and wastewater services to our community in an innovative, cost efficient water-wise, and environmentally responsible manner," as well as, the General Manager's vision, "...prepared for the future..." by guaranteeing the District will always be able to meet future water supply obligations and plan, design, and construct new facilities.

**LEGAL IMPACT:**

None.



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

F:\WORKING\CIP R2092 - 450-1 Reservoir Disinfection Fac\Staff Reports\BD 10-01-08, Staff Report Bid Award to NEWest Const Co, (BK-RG-RR) .doc

BK/RG/RR:jf

Attachments: Attachment A  
Attachment B  
Exhibit A



## ATTACHMENT A

<b>SUBJECT/PROJECT:</b> R2092-001103	Award of a Construction Contract to NEWest Construction Company, Inc. for the 450-1 Reservoir Disinfection Facility Project
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### COMMITTEE ACTION:

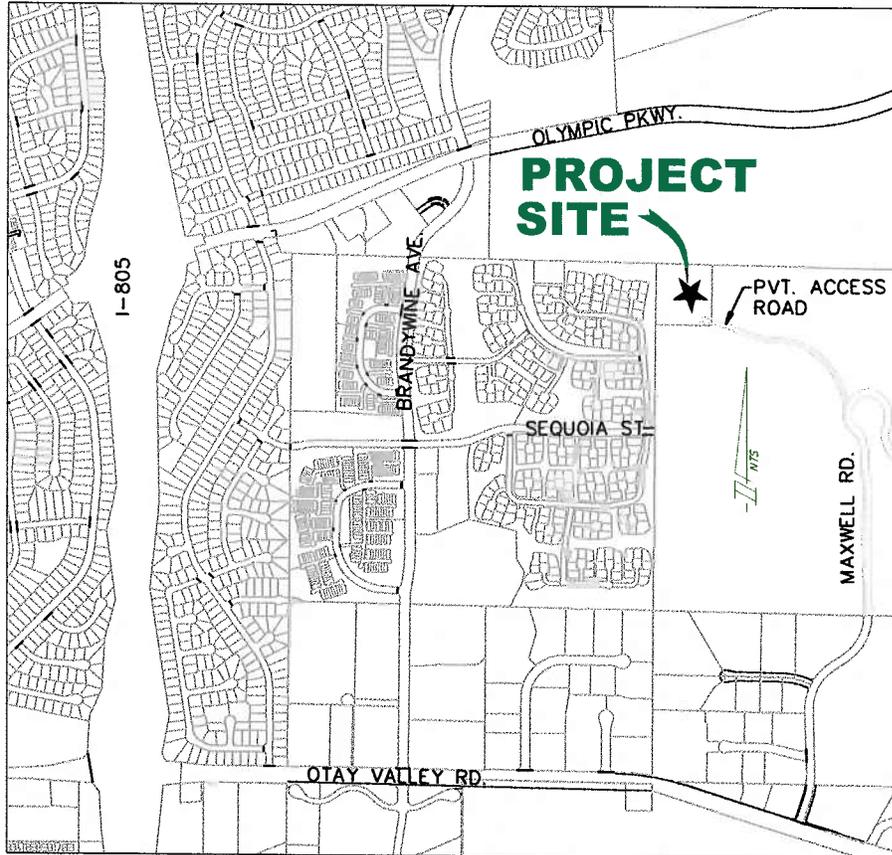
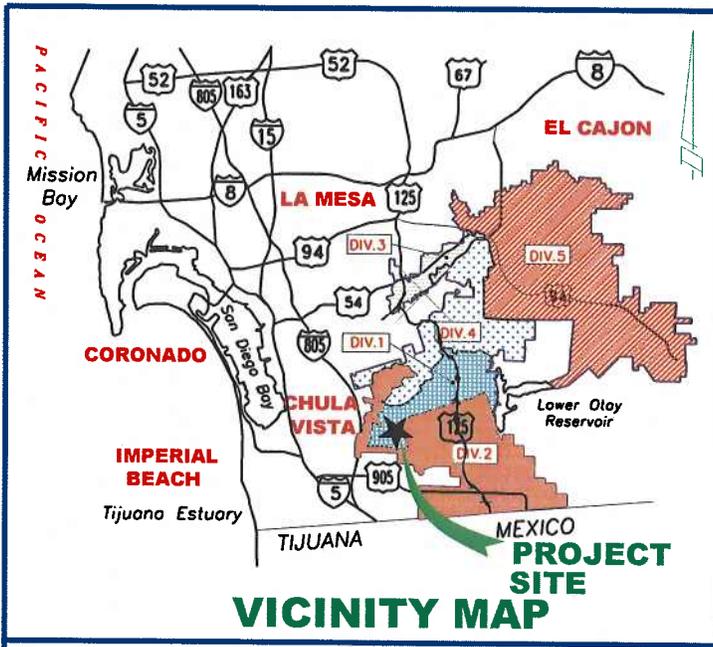
The Engineering, Operations, and Water Resources Committee reviewed this item at a meeting held on September 17, 2008. The following comments were made:

- The 450-1 reservoir receives recycled water from the City of San Diego South Bay Water Reclamation Plant.
- Staff indicated that the City of San Diego utilizes ultraviolet light to disinfect the recycled water. The District had requested that the City provide additional disinfection to the recycled water received at the 450-1 reservoir.
- The City chlorinated the recycled water for six hours on August 28, 2007. District water operators monitored the chlorine inflow into the 450-1 reservoir and found that the chlorine inflow was not consistent.
- Staff is proposing that a disinfection facility be installed at the 450-1 reservoir and 680-1 pump station site to allow the District to monitor and make adjustments to the amount of chlorine residual that is in the recycled water received from the City.
- Staff advertised for bids for the construction of the disinfection facility on the District's website and several publications including the Union-Tribune and San Diego Daily Transcript.
- A pre-bid meeting was held on August 25, 2008 and six contractors attended the meeting. Four bids were received and were publicly opened on September 9, 2008. Staff reviewed the bids and is recommending that NEWest Construction Company, Inc. be awarded the contract as the lowest responsive bidder on the project for an amount not-to-exceed \$342,865.

- The total budget for this project is \$830,000. Total expenditures are expected to be \$596,906. The budget will be sufficient to support this project.
- It was noted that there is space available at the site for the new equipment. Staff had anticipated the need for the disinfection facility as the City had found that they must chlorinate to keep the ultraviolet disinfection system clean and that they must hyper-chlorinate to keep the pipe clean. Staff realized that there may be a need for the disinfection facility and included a location in the design for the equipment.

Following the discussion, the committee supported staffs' recommendation presentation to the full board on the consent calendar.





OTAY WATER DISTRICT  
450-1 DISINFECTION FACILITY

R2092

EXHIBIT A



# AGENDA ITEM 6d

## STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	October 9, 2008
SUBMITTED BY:	David Charles <i>DC</i> Public Services Manager	W.O./G.F. NO:	aa000- DIV. NO. 5 1d1000
APPROVED BY: (Chief):	Rod Posada <i>R Posada</i> Chief, Engineering		
APPROVED BY: (Asst. GM):	Manny Magaña <i>M Magaña</i> Assistant General Manager, Engineering and Operations		
SUBJECT:	Request to Approve Agreement with Cricket Communications, Inc., a Delaware corporation for the installation of a Communications Facility at the 832-1&2 Reservoir Site		

### GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board authorizes the General Manager to execute an agreement with Cricket Communications, Inc., a Delaware corporation (Cricket) for the installation of a communications facility at the 832-1&2 Reservoir Site (see Exhibit A for project location).

### COMMITTEE ACTION:

See Attachment A.

### PURPOSE:

To obtain Board approval authorizing the General Manager to execute an agreement (see Attachment 1) with Cricket that allows the installation of a communications facility at the 832-1&2 Reservoir Site. The agreement will grant Cricket 147 square feet of leased area and trench easements of right-of-way for access, power, and a communications facility.

### ANALYSIS:

Cricket will be the fifth cellular provider locating its facilities on the 832-1&2 Reservoir Site. Currently, Verizon, Sprint, Nextel, and T-Mobile are the other cellular providers at this location. The proposed wireless communication facility consists of the construction of three unmanned communications equipment cabinets, installation of three antenna sectors, of one antenna each (total of 3 antennas), antenna façade mounted to the water tank, installation of a microwave dish antenna (for

telco service feed) mounted to a free standing pole, and the installation of underground electrical, telephone and coaxial cable. The equipment will be located within an existing block walled enclosure on a concrete pad, contained within an irregular shaped area; with a total of 147 square feet of leased space.

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.

District staff has been in contact with Sprint regarding the termination of their existing agreement at this site. Cricket is proposing to assume ownership of those site improvements in a separate agreement with Sprint, pursuant to a separate agreement with the District. Cricket will not begin making rent payments until Sprint vacates the site at which time the lease is terminated. The Cricket lease is effective as of the commencement date, including the fact that rent will increase annually on the commencement date and each extension term will be calculated on the commencement date of the lease. If Sprint fails to terminate their lease Cricket's lease will terminate automatically six calendar months from the commencement date.

**FISCAL IMPACT:**

The District will receive \$3,175 per month in rent effective upon execution of the lease agreement for a period of five years, subject to an annual inflation adjustment of 4 percent. The tenant will have the option to extend the term for three additional five-year periods. Two additional five-year extensions may be granted at the District's discretion. At the beginning of each extension term, the District may choose to adjust the annual rent, effective the first year of each extension term by 4 percent or the preceding five year average of the San Diego Metropolitan CPI, whichever is higher.

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

**LEGAL IMPACT:**

The District's Lease Agreement has been reviewed by our legal counsel. District Counsel has been an integral part in the negotiations and construction of this agreement.

**STRATEGIC GOAL:**

This item is in line with the District's strategic focus areas: Community and Governance, and Financial Health.



**General Manager**

P:\WORKING\CELLULAR LEASE FILE\CRICKET\832-1&2\staff report\BD 10-01-08, Staff Report, Cricket @ 832-1&2 res.doc

DTC/RP:jf

Attachments: Attachment A  
Attachment 1  
Exhibit A



## ATTACHMENT A

<b>SUBJECT/PROJECT:</b> aa000- 1d1000	Request to Approve Agreement with Cricket Communications, Inc., a Delaware corporation for the installation of a Communications Facility at the 832-1&2 Reservoir Site
---	--

### COMMITTEE ACTION:

The Finance, Administration, and Communications Committee reviewed this item at a meeting held on September 15, 2008. The following comments were made:

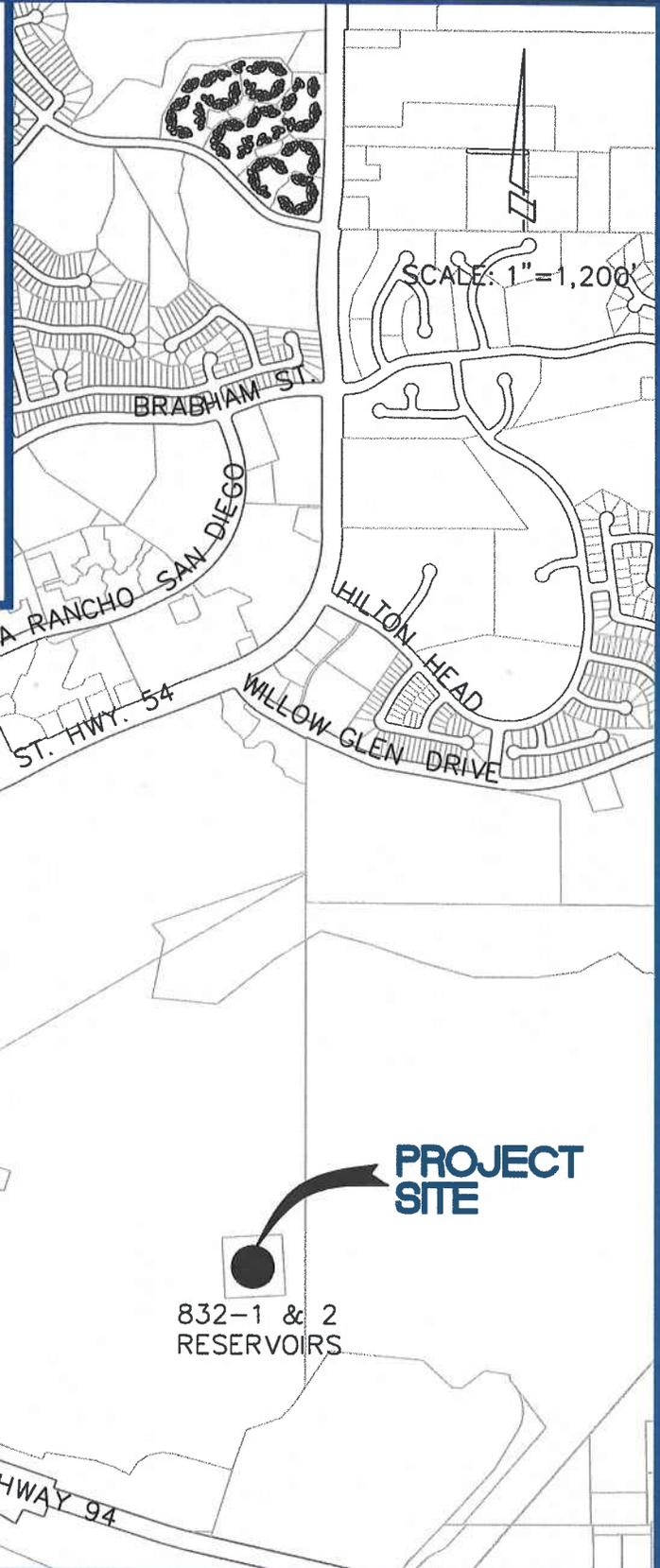
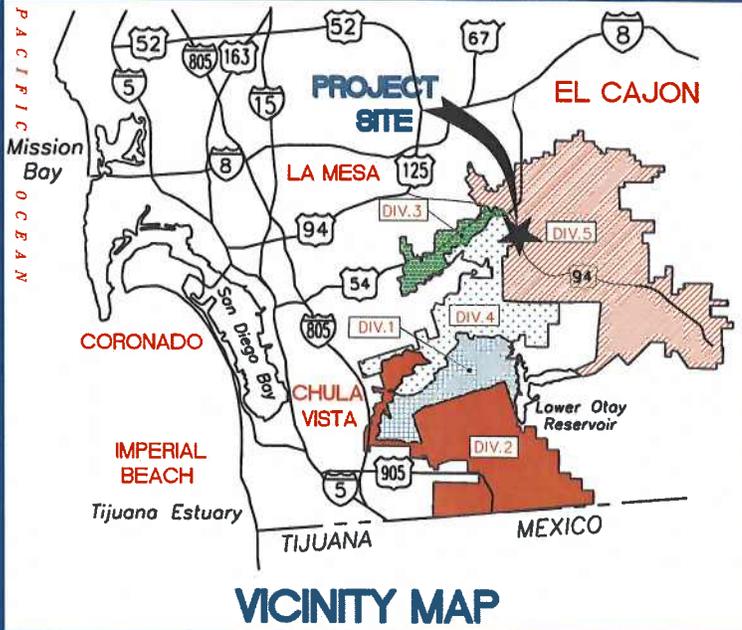
- Staff indicated that the presented agreement is the standard agreement for cell sites and that it has been reviewed by General Counsel.
- The 832-1&2 Reservoir Site is adjacent to the Rancho San Diego Town Center and the area to be leased by Cricket is 147 square feet at \$3,175/month. It was noted that the normal cell site lease rate is \$2,405/month. Cellular vendors requesting to place their antennas on reservoir tanks are required to pay a 32% premium.
- There are four other cellular vendors located at the 832-1&2 reservoir site: Verizon, Sprint, Nextel and T-Mobile.
- The lease is for a five year term with an annual inflation adjustment of 4% each year. At the end of the five year term, the tenant has the option to renew the lease for another five year period, at which time, the District can adjust the rent to market (adjust the rent rate for inflation). The cellular companies must also pay an administrative fee of \$6,500 to reimburse the District for administrative expenses and costs related to the supervision and assistance with the construction phases of the project.
- The committee inquired if there was any reaction by the cellular companies to the escalator. It was indicated that

the the cellular companies like the escalator as it is well defined and they know what to budget for the following year.

- The committee also inquired if staff thought about marketing the tanks for cell sites. It was indicated that the cellular companies generally locate the areas in which they have weak spots themselves and contact the landowners of the areas in which they wish to erect antennae. It was noted that not all reservoir sites have antenna leases.
- It was discussed that the cellular site leases, including the Salt Creek Golf Course lease, total approximately \$1 million in revenue annually.

Following the discussion, the committee supported staffs' recommendation and presentation to the full board on the consent calendar.

PA\WORKING\CELLULAR LEASE FILE\CRICKET\832-1&2\staff report\EXHIBIT A.dwg 9/3/2008 4:58:30 PM PDT



**OTAY WATER DISTRICT**  
CRICKET COMMUNICATIONS SITE  
832-1 & 2 RESERVOIRS

LOCATION MAP

**EXHIBIT A**

## ATTACHMENT 1

AGREEMENT BETWEEN CRICKET  
COMMUNICATIONS, INC., A DELAWARE  
CORPORATION AND OTAY WATER DISTRICT TO  
LOCATE A COMMUNICATIONS FACILITY AT  
OTAY'S 832-1&2 RESERVOIR SITE

This Agreement ("Lease") is entered into and effective on the date specified in the signature page (the "Commencement Date"), by and between the Otay Water District, a municipal water district organized and operated pursuant to the Water Code Section 71000, et seq. ("Otay"), and Cricket Communications, Inc., a Delaware corporation ("Tenant"). Any special terms or conditions agreed to by Otay and Tenant will be set forth on Exhibit A.

### RECITALS

- A. Otay owns a site on which it has constructed water facilities known as the "832-1&2 Reservoir Site," as depicted on Attachment A to Exhibit B (the "Reservoir Site").
- B. Tenant has requested Otay to allow it to locate a communications facility and transmitting and receiving antennas at the Reservoir Site.

### AGREEMENT

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

1. Premises. Otay owns the real property described in Attachment B to Exhibit B (the "Property"). Otay agrees to lease to Tenant, for the installation of antennas and related telecommunications equipment, approximately 147 square feet of real property within the Property, as more particularly described on Attachment C to Exhibit B (the "Premises"). A depiction of the Property and the Premises is attached hereto as Attachment D to Exhibit B.
2. Grant of Non-Exclusive Trench Easement(s). Otay has also agreed to grant a temporary non-exclusive easement to Tenant for certain portions of the Property, as legally

described in Exhibit C to this Lease (the "Easement"), for the purpose of trenching and installation of the necessary utilities to operate Tenant's equipment. It is expressly agreed that any such Easement shall run concurrent with this Lease. Tenant agrees and understands that if the Lease is terminated or ceases to exist for any reason, the Easement shall not have any force or effect. Tenant agrees to return and maintain all portions of land subject to the Easement that are disturbed in connection with the installation, connection, maintenance, repair, access or any other Tenant activity, to their original condition at Tenant's sole cost and expense.

This easement shall be non-exclusive. Otay, or any other tenant of Otay may utilize the easement area for similar purposes or for any other purpose which does not interfere with Tenant's uses. Otay shall provide Tenant with advance notice of any intention to use the temporary easement area by Otay or any current or future tenant of Otay.

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

4. Access. Otay shall provide access to Tenant, Tenant's employees, agents, contractors and subcontractors to the Premises 24 hours a day, seven days a week, at no charge to Tenant. Otay hereby grants to Tenant such rights of ingress and egress over the Property as may be necessary and consistent with the authorized use of the Premises as outlined by Otay Operations. Subject to Otay's reasonable rules, Otay shall permit Tenant's employees, agents, contractors, subcontractors and invitees to park vehicles on the Property as necessary and consistent with the authorized use of the Premises. Otay shall, at its expense, maintain all access

roadways or driveways from the nearest public roadway to the Premises in a manner reasonably sufficient to allow access. In addition, Tenant shall obtain such permits, licenses or easements, from the owners of property adjoining the leased premises, as may be necessary for Tenant to have access to and from the leased Premises and also for access to utilities. Tenant shall provide copies of these documents to Otay prior to the start of construction.

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

6. Administrative Fee. Tenant, prior to entering on Otay Property to conduct its investigation of the Premises, shall provide Otay with a non-refundable administrative fee in the amount of TWO THOUSAND DOLLARS AND NO CENTS (\$2,000.00). This fee will defray Otay's administrative expenses and costs related to the supervision and assistance for entering on Otay Property to conduct investigation of the proposed Premises, site selection, planning, and design, including legal expenses.

Additionally, upon final execution of the Agreement by both parties, Tenant shall provide Otay with a non-refundable administrative fee in the amount of FOUR THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$4,500.00). This second administrative fee shall be used to defray Otay's administrative expenses and costs related to Otay's supervision and

assistance with construction phases of the project. These administrative fees shall not be considered rent or part of the rental installment.

7. Rent. Beginning on the Commencement Date, Tenant shall pay Otay as rent the sum of \$3,175 per month payable on the first day of each month in advance. However, at Tenant's election, Tenant may pay rent annually, in advance, if, at least 60 days prior to the Initial Term or an Extension Term, Tenant notifies the District, in writing, of its intent to pay its rent in annual payments during each year of the upcoming Extension Term or Additional Term. If the Commencement Date is other than the first day of the calendar month, the rate shall be prorated for the first month of the Initial Term.

The rent shall be increased on each calendar anniversary of the Commencement Date at a rate of four percent (4%) per annum. However, at the beginning of each Extension Term or Additional Term, if any, Otay may, at its sole and absolute discretion, choose to adjust the annual rent, effective on the first year of said Extension Term or Additional Term, by an amount equal to the greater of: (i) four percent (4%); or (ii) the amount necessary to ensure that the rent equals the amount it would have been if each annual increase during the previous Term had been calculated based on the average percentage increases in the consumer price index published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984 = 100) (the "CPI") for "All Items - All Urban Consumers" for the San Diego Metropolitan Statistical Area for the immediately preceding 5 year period. If the publication of the Consumer Price Index is discontinued, or if the Consumer Price Index is altered in some material manner, including changing the name of the index, the geographic area covered, the consumers or workers so included, or the base year, the Parties must use their reasonable best efforts to agree on a substitute index or procedure that reasonably reflects and monitors consumer prices. After such an adjustment, the rent shall increase at a rate of four percent (4%) per annum for the rest of

the applicable Extension Term or Additional Term, if any. Otay shall also have the discretion to adjust the base rent to then current market rent in the Additional Term if said market rent is greater than the CPI increase provided for in the above formula. The "then current market rent" shall be defined as the most recent rent transaction entered into by Otay with other similar tenants for the same or similar purposes.

8. Environmental. Otay represents that to the best of its knowledge the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials other than those materials normally used by Otay for the treatment of water and that there is no hazardous waste on the Premises. Notwithstanding any other provision of this Lease, Tenant relies upon the representations stated herein as a material inducement for entering into this Lease. Tenant shall not bring any hazardous materials onto the Premises except for those contained in its back-up power facilities (e.g. lead-acid batteries and diesel fuel) and properly stored, reasonable quantities of common materials used in telecommunications operations (e.g. cleaning solvents). Tenant shall handle, store and dispose of all hazardous materials it brings onto the Premises in accordance with all federal, state and local laws and regulations ("Laws"). "Hazardous materials" means any substance, chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any applicable federal, state or local law or regulation and specifically includes, but is not limited to asbestos and asbestos containing materials, polychlorinated biphenyl's (PCBs) and petroleum or other fuels (including crude oil or any fraction or derivative thereof).

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

a. *Installation of the Facilities.* Tenant's design and installation of all portions of the Facilities shall be done according to plans approved by Otay, and such approval shall not be unreasonably withheld. The Tenant shall be responsible for painting its antennae 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 appropriate. These camouflage designs may include but are not limited to palm trees, pine trees and flag poles.

b. *Record Drawings.* Within thirty (30) days after completion of the Facilities, Tenant shall provide Otay with "record" drawings of 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, personal property and antennae 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 delivery of Tenant's record drawings, in form and content satisfactory to Otay, such drawings shall replace and supersede any similar drawings contained in any exhibit attached hereto.

c. *Alterations.* Tenant shall not alter or change its Facilities in a material manner without the prior approval of Otay, such approval not to be unreasonably withheld. "Material" refers to any physical change that could affect the building or its appearance or any change that could disrupt Otay's workplace or communications. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense in a good and workmanlike manner. Tenant shall have the right to remove all facilities it installs at its sole expense on or before the expiration or termination of this Lease.

d. *Improvements to Facilities / Additional Space.* If, at any time during the Term, Tenant requests permission from Otay to add improvements requiring construction to its then existing Facilities, the then current Administrative Fees shall be payable to Otay for reimbursement for staff time to process the new request, construction inspection and monitoring during construction. If the requested Tenant improvements include additional lease space, a new lease agreement for the additional lease space must be executed prior to start of construction and Tenant shall pay the Administrative Fees then in effect, and shall comply with Otay's requirements then in effect. The administrative fees for the additional lease space shall be in addition to, and shall not replace the administrative fees for improvements requiring construction to the Facilities.

e. *Permits and Compliance with Applicable Laws.* Prior to commencing any construction or improvements, and from time to time, as applicable, Tenant agrees to obtain all necessary approvals for its communications operations and for the Facilities and to operate and maintain the same, at all times in accordance with all applicable laws, rules and regulations.

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

ii. From time to time, as required by law or regulation in connection with the normal operation of the Facilities or as needed due to improvements or alterations to the same, Tenant shall provide Otay with copies of updated permits, licenses and/or approvals. Tenant shall provide written evidence, satisfactory to Otay of all FCC approvals and other governmental permits and approvals,

including but not limited to compliance with FCC Electromagnetic Radiation Guidelines.

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

f. *Utilities.* Tenant shall be authorized to install utilities for the Premises and the Facilities at Tenant's expense and to improve the present utilities on or near the Premises (including, but not limited to the installation of an emergency back-up power) subject to Otay's approval of the location, which approval shall not be unreasonably withheld. Tenant shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Tenant's facilities.

g. *Repair of Otay's Improvements.* Any damage done to Otay's improvement on the property during installation and/or during operations caused by Tenant or in connection with installation operation shall be repaired or replaced immediately at Tenant's expense and to Otay's reasonable satisfaction. In connection with the installation and operation of the antennae facilities, Tenant shall not locate or attach any antennae or other equipment to 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 in connection with Tenant's installation and operation of the antennae facilities.

h. *Maintenance and Repair.* At all time during the Term, Tenant shall maintain the Premises and the Facilities in a manner acceptable to Otay. Tenants use of its facilities shall not interfere with Otay's operation of its improvements.

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. Tenant agrees to provide for the proper supervision of all Tenant personnel assigned to enter and do work at the Premises. Tenant also agrees to, at its own cost and expense, comply with any and all security measures instituted by Otay from time to time.

10. Maintenance and Repair of Otay's Improvements. At any time during the Term, or while this Lease remains in effect, Otay may, at its option and upon One Hundred Twenty (120) 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 its improvements on the Premises (the "Maintenance Work"), as deemed necessary by Otay in its sole discretion. Tenant agrees to fully cooperate with Otay's efforts in connection with any Maintenance Work, including removing and re-installing any portion of the Facilities identified by Otay to be removed.

a. *Temporary Facilities.* During the course of the Maintenance Work, Tenant may install temporary antennae, at Tenant's expense, on the leased Premises subject to Otay's approval of the location. Once the Maintenance 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, as appropriate. 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.

c. *Otay's option to remove temporary facilities.* If any temporary antennae is not removed within thirty (30) days from the date the Maintenance Work is completed, Otay will have the right to remove the temporary antennae and charge Tenant for such costs.

d. *Painting of the Facilities.* If the Maintenance Work includes the painting of Otay's improvements, the Tenant shall be responsible for repainting its antennas and/or equipment to match Otay's facility. Otay will provide specifications regarding paint type, color and application method to the Tenant to accomplish this requirement. The Tenant will be required to provide painting/coating submittals to Otay prior to receiving permission to begin painting. Subject to Otay's prior written consent, Tenant may substitute an alternate paint type and application method if it reasonably determines that Otay's selection will adversely affect or otherwise degrade Tenant's wireless signal from the Reservoir Site.

11. Co-Location. Tenant agrees that Otay may enter into leases 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 will 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 lessee shall be performed at the expense of Otay or the new lessee.

12. Subleasing/Encumbrance. Tenant may 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

will require an amendment to this Lease and shall specify the terms and conditions for the sub-lease or other encumbrance.

13. Condition of the Property at Expiration or Termination. Upon the expiration or termination of this Lease as herein provided, Tenant shall surrender the Premises, and any Easements granted by Otay in connection with this Lease, to Otay in good and broom-clean condition, with all portions of the Facilities, including but not limited to equipment, supplies, buried conduits, and structures removed along with subterranean foundations to a depth of three feet below grade; or as otherwise agreed to by Otay in writing.

14. Interference. Tenant shall not use, nor shall Tenant permit its agents or invitees to use any portion of the Premises in a manner which interferes with Otay's use of the Reservoir Site for its intended purpose including communications facilities relating to Otay's operation such as telemetry/radio communications or any other pre-existing communications facilities. This would not apply to interference with a tenant of Otay whose use did not "pre-exist" this lease; except as agreed to by Tenant in connection with the co-location of any subsequent tenant's facilities. If Tenant's operation in any way interferes with Otay's telemetry/radio facilities, Tenant will have five (5) business days to correct the problem after notice from Otay. Tenant acknowledges that continuing interference will cause irreparable injury to Otay and, therefore, Otay will have the right to terminate the Lease immediately upon notice to Tenant.

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

16. Termination.

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

(i) Tenant delivers to Otay 30-day written notice at any time prior to the Commencement Date, for any reason or no reason;

(ii) Tenant gives Otay six months notice when Tenant determines at any time after the Commencement Date that any governmental or non-governmental license, permit, consent, approval, easement or restriction waiver that is necessary to enable Tenant to install or operate Tenant's facility cannot be obtained or renewed at reasonable expense or in reasonable time period.

(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 if Tenant pays Otay, as a termination fee, the lesser of twelve monthly installments of annual rent or the balance of the rent due for the remaining term of this Lease;

(iv) Otay commits a default under this Lease and fails to cure such default within a 30-day notice period, provided that if the period to diligently cure takes longer than 30 days and Otay commences to cure the default within the 30-day notice period, then Otay shall have such additional time as shall be reasonably necessary to diligently effect a complete cure;

(v) The Premises are totally or partially destroyed by fire or other casualty so as to hinder Tenant's normal operations and Otay does not provide to Tenant within ten (10) days after the casualty occurs a suitable temporary relocation site for Tenant's facility pending repair and restoration of the Premises.

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

(i) Tenant commits a default under this Lease and fails to cure such default as provided under paragraph 17, below.

17. Default.

a. *Event of Default.* The parties covenant and agree that a default or breach of this Lease (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 other payments hereunder and said default shall continue for ten (10) days after Otay provides written notice of the same; or

(ii) Either party shall default in the performance or observance of any other covenant or condition of this Lease 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 Lease.

c. *Cure Rights.* An Event of Default shall not exist unless written notice has been given in accordance with this Lease, 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 can not reasonably be cured within such thirty (30) day period, the defaulting party shall not be in breach of this Lease if it commences a cure within such period, and thereafter diligently proceeds with the actions necessary to complete such cure.

18. Destruction of Premises. If the Premises or the Facilities are destroyed or damaged, Tenant may elect to terminate this Lease as of the date of the damage or destruction by

so notifying Otay no more than thirty (30) days following the date of damage or destruction, provided Otay does not provide to Tenant, within ten (10) days after the casualty occurs, a suitable temporary relocation site for Tenant's facility pending repair and restoration of the Premises.

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

20. Insurance. Tenant shall maintain the following insurance:

- a. Commercial general liability with limits of \$5,000,000 per occurrence which may be satisfied by a primary policy with a limit of no less than \$2,000,000 and an umbrella policy of excess liability in the amount of no less than \$5,000,000;
- b. Automobile liability with the combined single limit of \$1,000,000 per accident;
- c. Worker's compensation, as required by law;
- d. Employer's liability with limits of \$1,000,000 per occurrence.

Tenant shall include Otay as an additional insured on each of the aforementioned insurance policies and the policies shall state that they are primary and that any policies Otay maintains shall be noncontributory. Tenant shall provide Otay with written certificates of

insurance evidencing such coverage. Said policies shall expressly provide that the policies shall not be canceled or altered without at least thirty (30) days prior written notice to Otay. Said policies shall be with insurance companies with an A.M. Best rating of AVII or better.

Otay takes no responsibility for the protection of Tenant's property from acts of vandalism by third parties. The insurance requirements may be changed by Otay upon giving of notice to Tenant; provided that the requirements set forth above shall be the minimum insurance requirements during the Term.

21. Indemnity. Tenant shall hold harmless, indemnify and defend Otay and each of Otay's directors, officers, managers, employees, agents and successors and assigns, from any and all claims, suits or actions of any kind and description brought forth on account of injuries to or death to any person or damage to any property, including damage to the Premises arising out of or related to its use of the Premises, except to the extent that such claims, suits or actions arise out of the sole negligence or willful misconduct of Otay.

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

23. Assignment. Tenant shall not assign this Lease except to an affiliated parent entity, subsidiary, purchaser of assets, or holder of its FCC license, without Otay's prior written consent. If, during the term of this Lease, Tenant requests the written consent of Otay to any assignment, Otay's consent thereto shall not unreasonably be withheld. Consent to one

assignment shall not be deemed to be a consent to any subsequent assignment, and any subsequent assignment without Otay's consent shall be void and shall, at Otay's option, terminate this Lease.

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

25. Resolution of Disputes. All controversies or claims arising out of or relating to this Lease shall be resolved by submission to final and binding arbitration at the offices of the American Arbitration Association ("AAA") located in San Diego, California. Such arbitration shall be conducted in accordance with the most recent version of the AAA commercial arbitration rules.

26. Choice of Law and Venue. This Lease shall be interpreted in accordance with the laws of the State of California, and any disputes shall be heard in a court of competent jurisdiction in the State of California.

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

28. Entire Agreement. This Lease contains all agreements, promises and understandings between Otay and Tenant and no verbal or oral agreements, promises or understandings shall or will be binding upon either Otay or Tenant and any addition, variation or modification to this Lease shall be in effect unless made in writing and signed by the parties hereto.

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

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

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

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

OTAY:                      Otay Water District  
                                  Attn: General Manager  
                                  2554 Sweetwater Springs Boulevard  
                                  Spring Valley, CA 91978-2096  
                                  Phone: (619) 670-2210  
                                  Fax: (619) 660-0829

TENANT:                    Cricket Communications, Inc.  
                                  Attn: Property Manager  
                                  10307 Pacific Center Court  
                                  San Diego, CA 92121  
                                  Phone: (858) 882-6306  
                                  Fax: (858) 622-0107

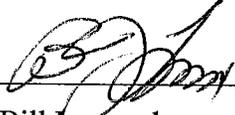
With a copy to: Cricket Communications, Inc.  
Attn: Legal Department  
10307 Pacific Center Court  
San Diego, CA 92121  
Phone: (858) 882-6288  
Fax: (858) 882-6080

33. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have executed this Lease as of the \_\_\_\_ day of \_\_\_\_\_, 2008. This date is referred to as the Commencement Date in the Lease.

CRICKET COMMUNICATIONS, INC.,  
A Delaware corporation

By:  \_\_\_\_\_  
Name: Bill Leonard  
Its: Vice President – Technical Operations

OTAY WATER DISTRICT  
2554 Sweetwater Springs Blvd.  
Spring Valley, CA 91979

By: \_\_\_\_\_  
Name: Mark Watton  
Its: General Manager

Approved as to Form:

\_\_\_\_\_  
Aerobel Banuelos  
Assistant General Counsel

**EXHIBIT A**  
**SPECIAL TERMS AND CONDITIONS ADDED TO**  
**AGREEMENT BETWEEN CRICKET**  
**COMMUNICATIONS, INC., A DELAWARE**  
**CORPORATION AND OTAY TO LOCATE**  
**COMMUNICATION FACILITIES AT OTAY'S 832-1&2**  
**RESERVOIR SITE, DATED \_\_\_\_\_, \_\_\_\_\_ (THE**  
**"LEASE")**

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

**SPECIAL TERMS AND CONDITIONS**

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

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

- a. It is anticipated that Tenant will install its equipment cabinets in an existing equipment area to be abandoned by another tenant, Sprint PCS (Sprint) pursuant to a separate agreement with Tenant and pursuant to a separate agreement with Otay.
- b. Notwithstanding any other provision of the Lease, the Parties agree that Tenant shall not be responsible for Rent until such time as the Premises are vacated by Sprint.
- c. Although Tenant will not begin making Rent payments until Sprint vacates the Premises, Tenant understands and agrees that all other terms of the lease are effective as of the Commencement Date, including the fact that Rent will increase annually on the Commencement Date and that each Extension Term shall be calculated as of the Commencement Date specified on the Lease.
- d. Notwithstanding any other provision of the Lease, the Parties agree that this Lease shall automatically terminate on the date that is six (6) calendar months from the Commencement Date if Sprint fails to vacate the Premises or otherwise cede control of the Premises to Cricket on or prior to such date. In this case, either party may confirm the termination via correspondence or written notice to the other party and neither party shall have further obligations or liability hereunder.

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

- a. **Waiver of Otay's Lien.** With respect to any such financing entity, Otay waives any lien rights it may have concerning the Facilities, which is deemed Tenant's personal property and not fixtures attached to the Property and Tenant or, if appropriate, the financing entity has the right to remove the same at any time without Otay's consent. The financing entity shall not have the right to operate the Facilities without Otay's prior written consent, which may be denied if the financing entity does not meet the definition of financing entity above.
- b. **Collateral.** Tenant may enter into a financing arrangement including promissory notes and financial and security agreements for the financing of the Facilities ("Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Otay (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.
- c. **Disposition of Collateral.** Notwithstanding paragraphs a. and b., above, if Tenant fails to remove the Collateral, or any component thereof, within five (5) days of the termination of this Lease, said failure shall constitute an abandonment. If thereafter, Tenant or any holder of Collateral, lender or assignee, whether or not notification was provided to Otay, fails to claim and remove the same, within thirty (30) calendar days of the date of termination of this Lease, Otay is hereby specifically authorized to remove and dispose of the Collateral, or any component thereof, so abandoned at Tenant's sole cost and expense and without incurring any liability to Tenant, or any lender with any interest in all or any part of the Collateral, or any assignee of this Lease.
- d. **No privity or obligation.** Otay does not have privity with any financing entity and specifically disclaims any obligation to any such entity, including any obligation to provide copies of any notices of default or right to cure under the Lease.

4. **Otay's Use of Electric Power.** Tenant and Otay agree that Tenant's electric panel has capacity in excess of that needed by Tenant to operate its Facilities. Tenant and Otay further agree that Otay requires, on a continuous basis, a small amount of electric power, not to exceed 10 amps, to operate its security system at the Reservoir Site. Based on the foregoing, Tenant and Otay agree to the following:

- a. **Otay's Use of Power.** Otay is hereby authorized to draw electrical power, on a continuous basis, from Tenants electric panel, as needed, to feed its security system and as need in connection with system checks or other related activities; provided such draw shall not to exceed 10 amps at any given time.
- b. **Payment for Use of Power.** Tenant and Otay agree that Otay shall contribute a fixed amount equal to \$20.00 per month to compensate Tenant for Otay's use of power. Such contribution, as hereafter amended by agreement of the parties, shall be deducted from Tenant's monthly Rent during the term of this Lease.
- c. **Access to Panel.** Tenant hereby grants Otay unrestricted access to the Facilities to the extent required to install, replace, check, repair, access and operate Otay's security system at the Reservoir.
- d. **Amendment or Termination of this Provision.** Tenant and Otay agree that this agreement for use of, and access to, power is separate and independent from the Lease and may be separately modified, amended or terminated by mutual written agreement or via correspondence from one party to the other, which, if not rejected by the recipient, shall be effective on the earlier of (i) the date it is countersigned; or (ii) thirty days from its date.

## **EXHIBIT B**

**TO AGREEMENT BETWEEN CRICKET COMMUNICATIONS, INC. A DELAWARE CORPORATION AND OTAY TO LOCATE COMMUNICATION FACILITIES AT OTAY'S 832-1&2 RESERVOIR SITE, DATED \_\_\_\_\_, \_\_\_\_\_ (THE "LEASE")**

### **List of Attachments to Exhibit B:**

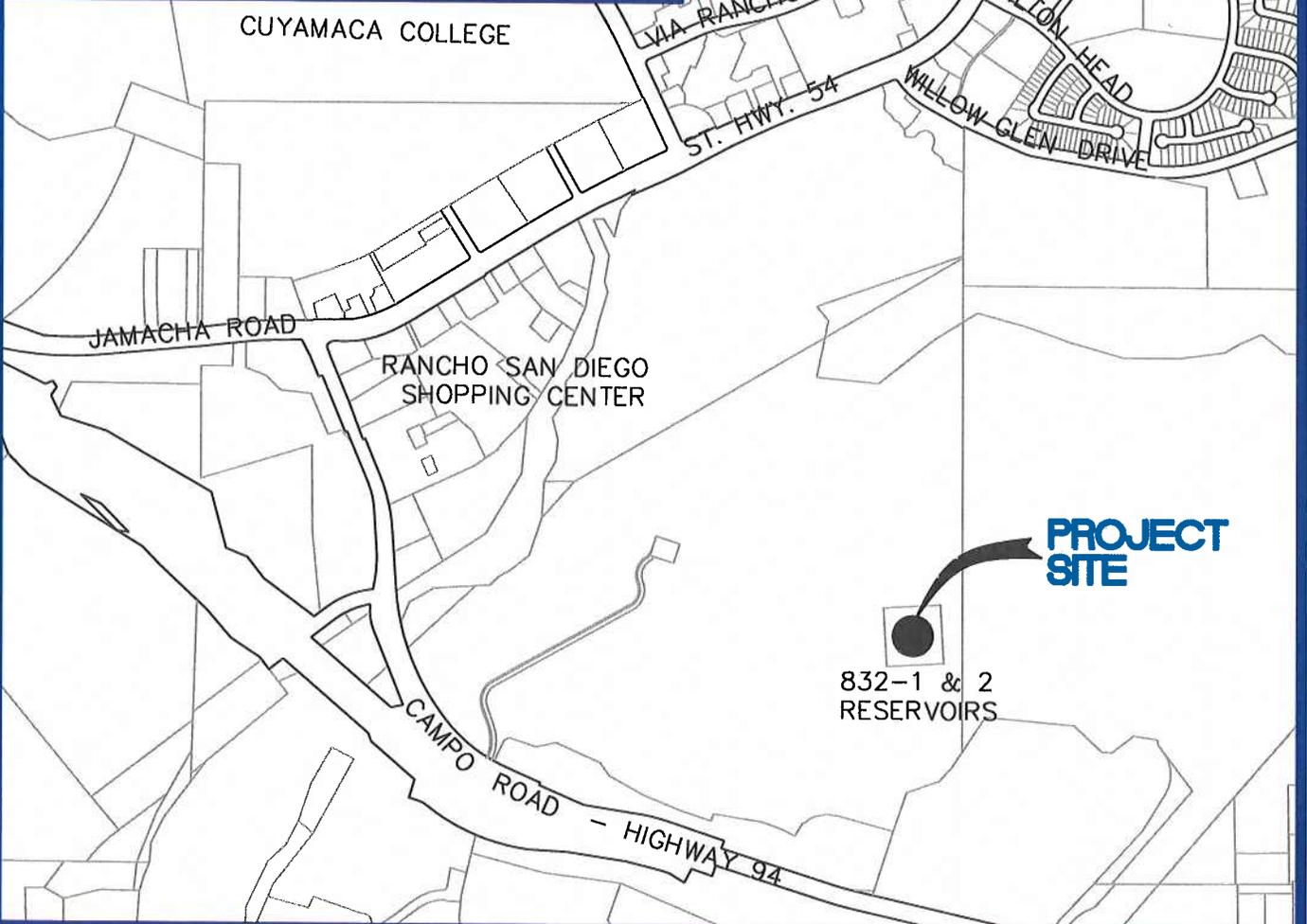
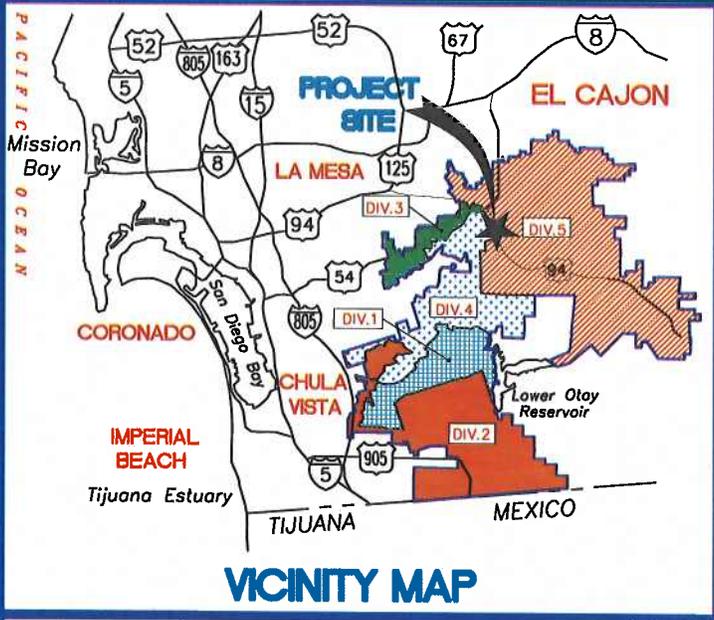
ATTACHMENT A. DEPICTION OF RESERVOIR FACILITIES

ATTACHMENT B. LEGAL DESCRIPTION OF THE PROPERTY

ATTACHMENT C. LEGAL DESCRIPTION OF THE PREMISES

ATTACHMENT D. DEPICTION OF THE PROPERTY AND PREMISES

P:\WORKING\CELLULAR LEASE FILE\CRICKET\832-1&2\agreement\Exhibit B Att Adwg 8/25/2008 9:26:45 AM PDT



**OTAY WATER DISTRICT**  
CRICKET COMMUNICATIONS SITE  
832-1 & 2 RESERVOIRS

LOCATION MAP

**EXHIBIT B ATTACHMENT A**

**EXHIBIT B**  
**ATTACHMENT B**  
**LEGAL DESCRIPTION OF THE PROPERTY**  
**OTAY WATER DISTRICT #832-1 & 2**  
**CRICKET COMMUNICATIONS SAN538-B**  
**12118 CAMPO ROAD, SPRING VALLEY, CA 92019**

ALL THAT PORTION OF TRACT "F" OF RANCHO JAMACHA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARTITION MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY IN CASE NO. 13, SUPERIOR COURT, ENTITLED WM. M. KEIGHLER, ET AL, VS. MARY H. EDDY, ET AL, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 6 OF TRACT "E" OF RANCHO JAMACHA, SAID CORNER BEING THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 1 WEST, SAN BERNADINO MERIDIAN, AS SHOWN ON RECORD OF SURVEY MAP NO. 6069, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG A LINE SHOWN ON SAID RECORD OF SURVEY MAP SOUTH 0°07' WEST 1313.45 FEET; THENCE SOUTH 89°53' EAST 648.99 FEET; THENCE SOUTH 20°11' EAST 293 FEET; THENCE SOUTH 40°19'50" EAST 152.86 FEET; THENCE SOUTH 22°47'15" EAST 775.15 FEET; THENCE SOUTH 72°29'15" EAST 3791.98 FEET TO THE TRUE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE NORTH 3°43'21" WEST 110.09 FEET; THENCE NORTH 86°16'39" EAST 399 FEET; THENCE SOUTH 3°43'21" EAST 408 FEET; THENCE SOUTH 86°16'39" WEST 399 FEET; THENCE NORTH 3°43'21" WEST 297.91 FEET TO THE TRUE POINT OF BEGINNING.





CHARLES W. CHRISTENSEN, RCE 8195

08.29.08  
DATE

**EXHIBIT B  
ATTACHMENT C  
LEGAL DESCRIPTION OF THE PREMISES  
OTAY WATER DISTRICT #832-1 & 2  
CRICKET COMMUNICATIONS SAN538-B  
12118 CAMPO ROAD, SPRING VALLEY, CA 92019**

EQUIPMENT EASEMENT

AN EQUIPMENT EASEMENT LYING WITHIN A PORTION OF TRACT "F" OF RANCHO JAMACHA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARTITION MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY IN CASE NO. 13, SUPERIOR COURT, ENTITLED WM. M. KEIGHLER, ET AL, VS. MARY H. EDDY, ET AL, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF THE PARCEL OF LAND LABELED "EXCEPTION B" ON RECORD OF SURVEY NO. 8357, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY MAY 17, 1979 AS FILE NO. 79-204191, SAID POINT ALSO BEING A 3/4" IRON PIPE WITH DISK MARKED "LS 2995" PER SAID RECORD OF SURVEY; THENCE LEAVING SAID SOUTHWESTERLY CORNER NORTH 26°01'44" EAST, 189.62 FEET TO THE POINT OF BEGINNING; THENCE NORTH 19°58'48" WEST, 17.14 FEET; THENCE NORTH 69°34'51" EAST, 8.59 FEET; THENCE SOUTH 19°52'41" EAST, 17.22 FEET; THENCE SOUTH 70°07'19" WEST, 8.56 FEET TO THE POINT OF BEGINNING.

BEARINGS STATED HEREON ARE BASED UPON GRID NORTH NAD 83 CALIFORNIA COORDINATE SYSTEM, ZONE 6 BASED UPON STATIC GPS OBSERVATIONS AND SOLAR OBSERVATIONS. BEARINGS STATED HEREON CAN BE ROTATED COUNTER-CLOCKWISE 00°22'25" TO COINCIDE WITH THE BEARINGS SHOWN ON SAID RECORD OF SURVEY NO. 8357.

SAID EASEMENT CONTAINS 147 SQUARE FEET, MORE OR LESS.



CHARLES W. CHRISTENSEN, RCE 8195

08.29.08  
DATE

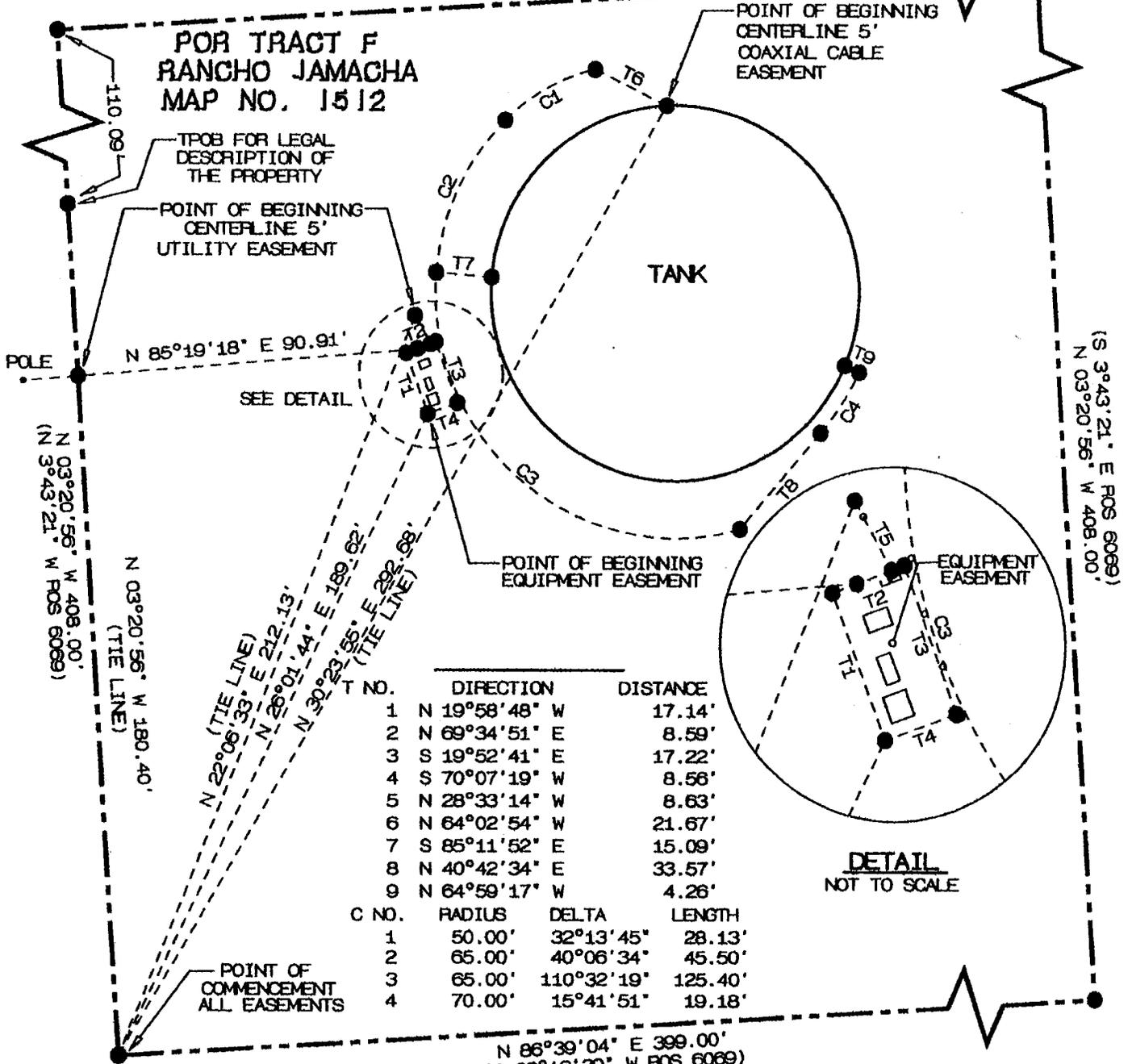


# EXHIBIT B

## ATTACHMENT D DEPICTION OF THE PROPERTY- PREMISES-TEMPORARY TRENCH EASEMENT OTAY WATER DISTRICT #832-182 CRICKET COMMUNICATIONS SITE SAN-538-B

(N 86°16'39" E ROS 6069)  
N 86°39'04" E 399.00'

SCALE 1"=40'



BEARINGS SHOWN HEREON ARE BASED UPON GRID NORTH NAD 83 CALIFORNIA COORDINATE SYSTEM, ZONE 6 AS DETERMINED FROM STATIC GPS AND SOLAR OBSERVATIONS, UNLESS NOTED OTHERWISE.

*Charles W. Christensen*

08-29-08  
08-22-08  
08-13-08

CHARLES W. CHRISTENSEN, R.C.E. 8195

Date

**CHRISTENSEN ENGINEERING & SURVEYING**

CIVIL ENGINEERS

LAND SURVEYORS

PLANNERS

7888 SILVERTON AVENUE,

SUITE 'J', SAN DIEGO,

CALIFORNIA 92126

TELEPHONE: (858)271-9901

FAX: (858)271-8912



**EXHIBIT C**

**TO AGREEMENT BETWEEN CRICKET COMMUNICATIONS, INC., A DELAWARE CORPORATION AND OTAY TO LOCATE COMMUNICATION FACILITIES AT OTAY'S 832-1&2 RESERVOIR SITE, DATED \_\_\_\_\_, \_\_\_\_\_ (THE "LEASE")**

**DEPICTION AND LEGAL DESCRIPTION OF TEMPORARY TRENCH EASEMENT**

Easement Requested?     Yes                       No  
Easement Granted?      Yes                       No

**If Easement granted, complete the following information:**

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

A drawing depicting the Easement is attached hereto. Tenant may not sell, transfer or assign the Easement herein granted to Tenant. Tenant's rights under the Easement are specifically limited to the installation of such power lines, transmission lines and other communications lines and accessories as required to efficiently operate Tenant's communication facilities on the Premises.

The Easement shall **automatically terminate** on the day that is thirty (30) years from the date of the Lease. However, if the Lease is terminated earlier for any reason, the Easement will become unenforceable and, for all purposes, terminate on the date the Lease is terminated.

Grantor reserves the right to use the lands that are subject to the Easement in a manner such that it will not interfere with Tenant's use thereof.

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

Tenant agrees to indemnify, defend and hold harmless the Grantor for any damage to property or person (including death) and any, claim, suit, action, cost or expense arising in connection with the Easement or Tenant's use or installation of any item, line, facility or other thing in connection therewith.

Tenant agrees to maintain the portion of the Property subject to the Easement in substantially the condition it is on the date the Lease is executed, excepting only such changes as are accepted by Otay in writing.

**EXHIBIT C**  
**LEGAL DESCRIPTION OF TEMPORARY EASEMENT**  
**OTAY WATER DISTRICT #832-1 & 2**  
**CRICKET COMMUNICATIONS SAN538-B**  
**12118 CAMPO ROAD, SPRING VALLEY, CA 92019**

UTILITY EASEMENT

A 5.00 FOOT UTILITY EASEMENT LYING WITHIN A PORTION OF TRACT "F" OF RANCHO JAMACHA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARTITION MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY IN CASE NO. 13, SUPERIOR COURT, ENTITLED WM. M. KEIGHLER, ET AL, VS. MARY H. EDDY, ET AL. THE CENTERLINE OF SAID 5.00 FOOT EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF THE PARCEL OF LAND LABELED "EXCEPTION B" ON RECORD OF SURVEY NO. 8357, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY MAY 17, 1979 AS FILE NO. 79-204191, SAID POINT ALSO BEING A 3/4" IRON PIPE WITH DISK MARKED "LS 2995" PER SAID RECORD OF SURVEY; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL NORTH 03°20'56" WEST, 180.40 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY LINE NORTH 85°19'18" EAST, 90.91 FEET. THE SIDE LINES OF SAID EASEMENT TO BE LENGTHENED OR SHORTENED SO AS TO TERMINATE AT THE BEGINNING OF SAID EASEMENT ON THE WESTERLY LINE OF SAID PARCEL AND AT THE END ON THE WESTERLY FACE OF THE EQUIPMENT PAD AND ON THE NORTHERLY EXTENSION OF THE EASTERLY SIDE OF SAID EQUIPMENT PAD AS IT EXISTED IN AUGUST 2008.

BEARINGS STATED HEREON ARE BASED UPON GRID NORTH NAD 83 CALIFORNIA COORDINATE SYSTEM, ZONE 6 BASED UPON STATIC GPS OBSERVATIONS AND SOLAR OBSERVATIONS. BEARINGS STATED HEREON CAN BE ROTATED COUNTER-CLOCKWISE 00°22'25" TO COINCIDE WITH THE BEARINGS SHOWN ON SAID RECORD OF SURVEY NO. 8357.

UTILITY EASEMENT

A 5.00 FOOT UTILITY EASEMENT LYING WITHIN A PORTION OF TRACT "F" OF RANCHO JAMACHA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARTITION MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY IN CASE NO. 13, SUPERIOR COURT, ENTITLED WM. M. KEIGHLER, ET AL, VS. MARY H. EDDY, ET AL. THE CENTERLINE OF SAID 5.00 FOOT EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF THE PARCEL OF LAND LABELED "EXCEPTION B" ON RECORD OF SURVEY NO. 8357, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY MAY 17, 1979 AS FILE NO. 79-204191, SAID POINT ALSO BEING A 3/4" IRON PIPE WITH DISK MARKED "LS 2995"

**EXHIBIT C**  
**LEGAL DESCRIPTION OF TEMPORARY EASEMENT**  
**OTAY WATER DISTRICT #832-1 & 2**  
**CRICKET COMMUNICATIONS SAN538-B**  
**12118 CAMPO ROAD, SPRING VALLEY, CA 92019**

PER SAID RECORD OF SURVEY; THENCE LEAVING SAID SOUTHWESTERLY CORNER NORTH 22°06'33" EAST, 212.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 28°33'14" EAST, 8.63 FEET. THE SIDE LINES OF SAID EASEMENT TO BE LENGTHENED OR SHORTENED SO AS TO TERMINATE AT THE BEGINNING OF SAID EASEMENT ON A LINE WHICH BEARS NORTH 61°26'46" EAST AND AT THE END ON A LINE WHICH BEARS NORTH 69°34'51" EAST.

BEARINGS STATED HEREON ARE BASED UPON GRID NORTH NAD 83 CALIFORNIA COORDINATE SYSTEM, ZONE 6 BASED UPON STATIC GPS OBSERVATIONS AND SOLAR OBSERVATIONS. BEARINGS STATED HEREON CAN BE ROTATED COUNTER-CLOCKWISE 00°22'25" TO COINCIDE WITH THE BEARINGS SHOWN ON SAID RECORD OF SURVEY NO. 8357.

**COAXIAL CABLE EASEMENT**

A 5.00 FOOT COAXIAL CABLE EASEMENT LYING WITHIN A PORTION OF TRACT "F" OF RANCHO JAMACHA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARTITION MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY IN CASE NO. 13, SUPERIOR COURT, ENTITLED WM. M. KEIGHLER, ET AL, VS. MARY H. EDDY, ET AL. THE CENTERLINE OF SAID 5.00 FOOT EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

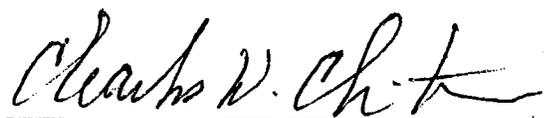
COMMENCING AT THE SOUTHWESTERLY CORNER OF THE PARCEL OF LAND LABELED "EXCEPTION B" ON RECORD OF SURVEY NO. 8357, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY MAY 17, 1979 AS FILE NO. 79-204191, SAID POINT ALSO BEING A 3/4" IRON PIPE WITH DISK MARKED "LS 2995" PER SAID RECORD OF SURVEY; THENCE LEAVING SAID SOUTHWESTERLY CORNER NORTH 30°23'55" EAST, 292.68 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE OUTSIDE FACE OF THE EXISTING WATER TANK AS IT EXISTED IN AUGUST 2008; THENCE LEAVING SAID FACE OF TANK NORTH 64°02'54" WEST, 21.67 FEET TO THE BEGINNING OF A NON-TANGENT 50.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, A RADIAL TO SAID CURVE BEARS NORTH 12°51'33" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°13'45", 28.13 FEET TO THE BEGINNING OF A TANGENT 65.00 FOOT RADIUS COMPOUND CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°06'34", 45.50 FEET; THENCE EASTERLY AND RADIAL TO SAID CURVE SOUTH 85°11'52" EAST, 15.09 FEET TO THE OUTSIDE FACE OF SAID EXISTING WATER TANK; THENCE RETRACING THE LAST COURSE NORTH 85°11'52" WEST, 15.09 FEET TO A POINT ON A 65.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A

**EXHIBIT C**  
**LEGAL DESCRIPTION OF TEMPORARY EASEMENT**  
**OTAY WATER DISTRICT #832-1 & 2**  
**CRICKET COMMUNICATIONS SAN538-B**  
**12118 CAMPO ROAD, SPRING VALLEY, CA 92019**

RADIAL TO SAID POINT BEARS NORTH 85°11'52" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 110°32'19", 125.40 FEET; THENCE NON-TANGENT TO SAID CURVE NORTH 40°42'34" EAST, 33.57 FEET TO THE BEGINNING OF A TANGENT 70.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°41'51", 19.18 FEET; THENCE RADIAL TO SAID CURVE NORTH 64°59'17" WEST, 4.26 FEET TO THE OUTSIDE FACE OF SAID EXISTING WATER TANK. THE SIDE LINES OF SAID PROPOSED EASEMENT TO BE LENGTHENED OR SHORTENED SO AS TO TERMINATE ON THE OUTSIDE FACE OF THE SAID EXISTING WATER TANK.

BEARINGS STATED HEREON ARE BASED UPON GRID NORTH NAD 83 CALIFORNIA COORDINATE SYSTEM, ZONE 6 BASED UPON STATIC GPS OBSERVATIONS AND SOLAR OBSERVATIONS. BEARINGS STATED HEREON CAN BE ROTATED COUNTER-CLOCKWISE 00°22'25" TO COINCIDE WITH THE BEARINGS SHOWN ON SAID RECORD OF SURVEY NO. 8357.



  
CHARLES W. CHRISTENSEN, RCE 8195

08.29.08  
DATE

JN 2008-42

## **EXHIBIT D**

**TO AGREEMENT BETWEEN CRICKET  
COMMUNICATIONS, INC., A DELAWARE  
CORPORATION AND OTAY TO LOCATE  
COMMUNICATION FACILITIES AT OTAY'S 832-1&2  
RESERVOIR SITE, DATED \_\_\_\_\_, \_\_\_\_\_ (THE  
"LEASE")**

List of Attachments to Exhibit D:

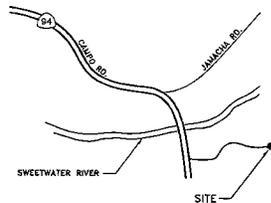
Attachment A. Depiction of the Telecommunication Facilities

Attachment B. Permits

# cricket®

OTAY CAMPO SPRINT  
12118 CAMPO ROAD  
SPRING VALLEY, CA 92019  
SAN-538-B

## VICINITY MAP



THOMAS GUIDE PAGE: 1271, J-6

ADDRESS:  
12118 CAMPO ROAD  
SPRING VALLEY, CA 92019

COORDINATES (NAD 83):

LATITUDE: 32.73384500 NORTH  
LONGITUDE: 116.92894100 WEST

## ACCESSIBILITY DISCLAIMER

THIS PROJECT IS AN UNOCCUPIED WIRELESS PCS TELECOMMUNICATIONS FACILITY AND, ACCORDING TO WRITTEN INTERPRETATION FROM THE CALIFORNIA DEPARTMENT OF THE STATE ARCHITECT, IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS.

## CONSULTANT TEAM

**ARCHITECT:**  
WILLIAM BOOTH & ROBERT SUAREZ  
ARCHITECTURE & PLANNING  
P.O. BOX 4551  
CARLSBAD, CA 92018  
(760) 434-8474  
(760) 434-8555 (FAX)

**ELECTRICAL CONSULTANT:**  
WALTER D. CAMP, ELECTRICAL ENGINEER, PE  
8211 STATION VILLAGE LANE #1202  
SAN DIEGO, CA 92108  
(858) 344-3465

**STRUCTURAL CONSULTANT:**  
DUNN SAVDIE, INC  
908 SOUTH CLEVELAND STREET  
OCEANSIDE, CA 92064  
(760) 965-6355

## SPECIAL INSPECTION

ADHESIVE ANCHORS SHEE SHEET A-D FOR COUNTY OF SAN DIEGO INSPECTION FORMS.

## PROJECT SUMMARY

**APPLICANT:** CRICKET COMMUNICATIONS  
6160 CORNERSTONE COURT, STE. 150  
SAN DIEGO, CA 92121  
CONTACT: AMY MAGGARD-JONES  
(858) 882-8306

**OWNER:** OTAY WATER DISTRICT  
2554 SWEETWATER SPRINGS BLVD.  
SPRING VALLEY, CA 91978  
CONTACT: DAN KJONEGAARD  
(619) 670-2289

### PROJECT DESCRIPTION:

- INSTALLATION OF A TELECOMMUNICATIONS CABINETS ON GRADE, INSIDE AN EXISTING ABANDONED SPRINT EQUIPMENT ENCLOSURE
- INSTALLATION OF THREE ANTENNA SECTOR OF ONE ANTENNA EACH, (TOTAL OF THREE ANTENNAS) MOUNTED TO A EXISTING WATER TANK.
- INSTALLATION OF NEW GPS ANTENNA MOUNTED TO CRICKET CABINET
- INSTALLATION OF NEW TELCO SERVICE CONNECTION VIA A MICROWAVE DISH ANTENNA MOUNTED ON NEW STEEL POLE
- NO LANDSCAPE AND IRRIGATION IS PLANNED FOR THIS PROJECT PER DPLU ZONING APPROVAL

### LEGAL DESCRIPTION:

ALL THAT PORTION OF TRACT "F" OF RANCHO JAWACHA IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE PARTITION MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY CASE NO. 13, SUPERIOR COURT, ENTITLED W.M. KOEHLER, ET AL. VS. MARY H. SDOV, ET AL.

**PROJECT ADDRESS:** 12118 CAMPO ROAD  
SPRING VALLEY, CA 92019

**ASSESSORS PARCEL NUMBER:** 506-021-06

**EXISTING ZONING:** S90

**TOTAL SITE AREA:** 163,675 SQ. FT.  
3.75 ACRES

**PROPOSED PROJECT AREA:** 150 SQ. FT.

**TYPE OF CONSTRUCTION:** TYPE V-B  
UNSPRINKLERED

**PROPOSED OCCUPANCY:** NONE (OUTDOOR RADIO  
EQUIPMENT CABINET ONLY)

**NOTE:**  
THERE ARE CURRENTLY FOUR EXISTING AND ONE PROPOSED TELECOMMUNICATIONS FACILITIES ON THE SITE. (CINGULAR, T-MOBILE, NEXTEL, SPRINT & VERIZON)

## SHEET SCHEDULE

T-1	TITLE SHEET & PROJECT DATA
T-1.1	CONDITIONS OF APPROVAL
A-0	SITE PLAN
A-0.1	STORMWATER MANAGEMENT PLANS
A-0.2	NOTES & SPECIFICATIONS
A-1	ENLARGED SITE PLAN
A-2	EQUIPMENT PLAN, FOUNDATION PLAN & ELEVATION
A-3	EXTERIOR ELEVATIONS
D-1	DETAILS
D-2	DETAILS
E-1	ELECTRICAL NOTES, SYMBOLS, POWER SINGLE LINE DIAGRAM & PANEL SCHEDULE
E-2	UTILITY RUN PLANS
E-3	ELECTRICAL AND GROUNDING PLANS
E-4	ELECTRICAL DETAILS

## SCALE

THE DRAWING SCALES SHOWN IN THIS SET REPRESENT THE CORRECT SCALE ONLY WHEN THESE DRAWINGS ARE PRINTED IN A 24" x 36" FORMAT. IF THIS DRAWING SET IS NOT 24" x 36", THIS SET IS NOT TO SCALE.

## APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:  
CALIFORNIA STATE BUILDING CODE, TITLE 24, 2007 EDITION  
CALIFORNIA ELECTRICAL CODE, 2007 EDITION  
CALIFORNIA PLUMBING CODE, 2007 EDITION  
CALIFORNIA MECHANICAL CODE, 2007 EDITION  
CALIFORNIA FIRE CODE, 2007 EDITION  
CALIFORNIA ENERGY CODE, 2007 EDITION

IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.

**BOOTH & SUAREZ**  
ARCHITECTURE & PLANNING

WILLIAM H. BOOTH, ARCHITECT ROBERT J. SUAREZ, ARCHITECT  
P.O. BOX 4551, CARLSBAD, CA 92018 (760) 434-8474



PREPARED FOR

**cricket®**

6160 CORNERSTONE COURT, SUITE 150  
SAN DIEGO, CA 92121

## APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
OWNER APPROVAL	DATE

## PROJECT NAME

**OTAY CAMPO SPRINT**

PROJECT NUMBER

**SAN-538-B**

12118 CAMPO ROAD  
SPRING VALLEY, CA 92019  
SAN DIEGO COUNTY

## DRAWING DATES

01/30/06	PRELIM ZD REVIEW (AA)
02/10/06	FINAL ZD REVIEW (BB)
02/28/06	SUBMITTAL SET (CC)
03/04/06	REVISE MONOTREE (DD)
05/15/06	REVISE MONOTREE (EE)
05/23/06	OWNER COMMENTS (FF)
05/30/06	REVISE TANK HEIGHTS (GG)
10/12/07	REVISED ZD (HH)
11/21/07	PLANNING SUBMITTAL (II)
12/07/07	REVISED ZD (JJ)
02/27/08	CD REVIEW (KK)

## SHEET TITLE

**TITLE SHEET & PROJECT DATA**

PROJECTS\cricket\SAN538\cd\SAN538c11.DWG

**T-1**

APPLICATION AMENDMENT FORM

PROJECT NAME: Otay Water Tank SAN 538B Wireless Telecommunication Facility  
 CASE NUMBERS: ZAP 00-035W1; ES 88-19-01B

I would like to amend my application for the above-listed project to include as part of the project proposal the following conditions of approval:

- A. Prior to obtaining a building permit pursuant to this Minor Use Permit, the applicant shall complete the following requirements:
1. Obtain a Construction Permit for any work within the County road right-of-way. DPW Construction/Road right-of-way Permits Services Section should be contacted at (619) 894-3275 to coordinate departmental requirements. Also, before felling, removing or planting trees or shrubs in the County Road right-of-way, the applicant must first obtain a permit to remove, plant or trim shrubs or trees from the Permit Services Section.
  2. Pay the Transportation Impact Fee (TIF) in accordance with County Ordinance #9712.
  3. Obtain approval for the design and construction of all driveways, turnarounds, and private easement road improvements to the satisfaction of the San Miguel Consolidated Fire Protection District and the Director of Public Works.
- B. Prior to use of the premises pursuant to the Minor Use Permit, the applicant shall complete the following requirements:
1. Furnish the Director of Planning and Land Use, along with their request for final inspection, a letter from the Director of Public Works stating Condition(s) A-1 through A-4 have been completed to that department's satisfaction.
  2. Comply with all conditions of approval required by the San Miguel Consolidated Fire Protection District's January 23, 2008 Project Service Availability Letter to that district's satisfaction.
- C. The following shall apply for the duration of this Minor Use Permit:
1. Comply with all applicable stormwater regulations at all times. The activities proposed under this application are subject to enforcement under permits from the San Diego Regional Water Quality Control Board (RWQCB) and the County of San Diego Watershed Protection, Stormwater Management, and Discharge Control Ordinance (Ordinance No. 9424 and Ordinance No. 9426) and all other applicable ordinances

and standards. This includes requirements for materials and wastes control, erosion control, and sediment control on the project site. Projects that involve areas greater than 1 acre require that the property owner keep additional and updated information on-site concerning stormwater runoff. This requirement shall be to the satisfaction of the Director of Public Works.

2. The applicant is responsible for the maintenance and repair of any damage caused by them to on-site and off-site private roads that serve the project.

I have read and understand that these are the conditions of the project. I understand that I will need to contact the Project Manager prior to the hearing, to discuss any questions or concerns, relating to the conditions of the project. The undersigned, as the individual(s) with legal authority to fully represent the above-referenced project, concur with the inclusion of the above-listed amendments as conditions of approval of the referenced project.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_  
 (Print Name and Title)

**BOOTH & SUAREZ**  
 ARCHITECTURE & PLANNING

WILLIAM R. BOOTH ARCHITECT ROBERT L. SUAREZ ARCHITECT  
 P.O. BOX 4451, CARLSBAD, CA 92008 (760) 434-1874



PREPARED FOR

**cricket**

6150 CORNERSTONE COURT, SUITE 150  
 SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
OWNER APPROVAL	DATE

PROJECT NAME  
**OTAY CAMPO  
 SPRINT**  
 PROJECT NUMBER  
**SAN-538-B**

12118 CAMPO ROAD  
 SPRING VALLEY, CA 92019  
 SAN DIEGO COUNTY

DRAWING DATES  
 05/27/08 CD REVIEW (rel)

SHEET TITLE

CONDITIONS OF APPROVAL

PROJECTS\cricket\SAN538\cd\SAN538eT1.1.DWG

**T-1.1**



CITY OF SAN DIEGO • DEPARTMENT OF PLANNING AND LAND USE  
BUILDINGS DIVISION

**NOTICE OF REQUIREMENT FOR SPECIAL INSPECTION**

Do Not Remove From Plans

12118 CAMPO ROAD  
SPRING VALLEY, CA 92119 Plan Check No. \_\_\_\_\_  
Job Address \_\_\_\_\_  
Owner CRICKET 4231 SERRANO VALLEY BLVD.  
Address SAN DIEGO, CA 92121

You are hereby notified that, in addition to the inspection of construction provided by the Department of Planning and Land Use Building Division, an approved Registered Special Inspector is required to provide continuous inspection during the performance of the phases of construction indicated on the reverse side of this sheet.

The Registered Special Inspector shall be approved by the Building Official prior to the issuance of the building permit. Special Inspectors having a current certification from the City of San Diego are approved as Special Inspectors for the type of construction for which they are certified.

The inspection by a Special Inspector does not change the requirements for inspections by other building officials. The inspections by a Special Inspector are in addition to the inspections normally required by the County Building Code.

The Special Inspector is not authorized to inspect and approve any work other than that for which he/she is specifically assigned to inspect. The Special Inspector is not authorized to accept alternate materials, structural changes, or any requests for plan changes. The Special Inspector is required to submit written reports to the Department of Planning and Land Use Building Division of all work that he/she inspected and approved. His final inspection approval will not be given until all special inspection reports have been received and approved by the Department.

All reports are to be submitted in duplicate to the Ruffin Office, addressed to the attention of the Building Official.

Please submit the names of the inspectors who will perform the special inspection on each of the items indicated on the reverse side of this sheet.

If you have any questions, please contact the undersigned.

Please identify all correspondence by use of the Plan Check Number shown above.

Plan Check Engineer \_\_\_\_\_ Date \_\_\_\_\_

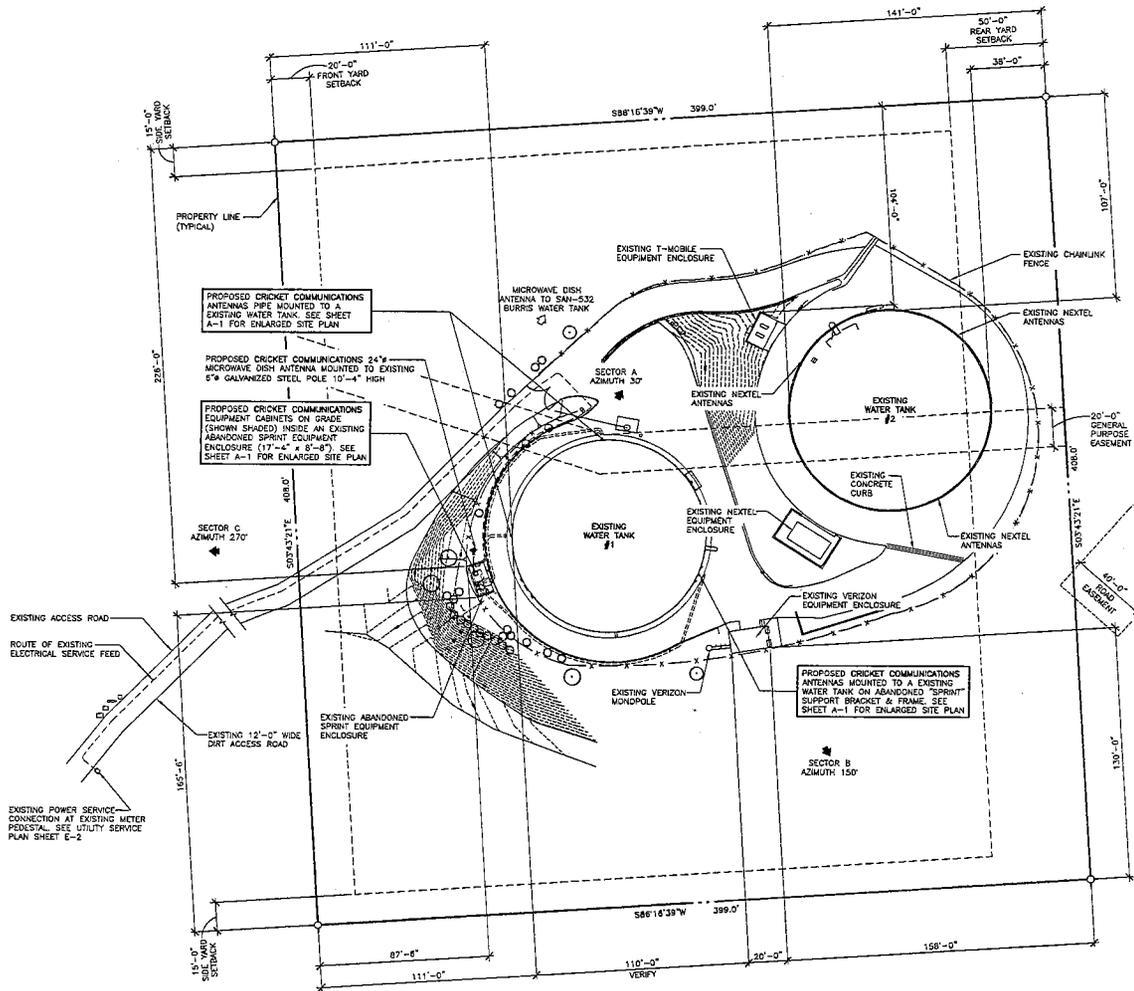
DPLU #6 (Rev. 12/99) (Over)

8001 WILSON PLAZA, SUITE B, WILSON, CA 92093-1001 (858) 592-5200 • (858) 592-7800  
SAN DIEGO COUNTY OFFICE - 1627H FLEETWAY, EL CAJON, CA 92020-2015 • (619) 594-7000  
888 VIA VALERA DRIVE • SUITE 501, SAN MARCO, CA 92069-8200 • (760) 471-0700

**SPECIAL INSPECTIONS:**

NO.	DESCRIPTION	SPECIAL INSPECTOR NAME & NUMBER	APPROVED INITIALS & DATE
1.	CONCRETE		
	a. 1' Greater than 2,500 psi		
	b. Structural Slope		
	c. Concrete Anchors		
	d. Special Hecrot		
2.	DUCTILE MOMENT RESISTING CONCRETE FRAME		
3.	REINFORCING STEEL AND PRESSSTRESSING STEEL		
	a. Non-pretressed		
	b. Pretressed		
4.	WELDING - Shop Welding		
	a. Ductile moment Resisting Steel Frames		
	b. Field Welding		
5.	HIGH STRENGTH BOLTING		
6.	STRUCTURAL MASONRY (SPECIAL INSPECTION STRESSES)		
7.	REINFORCED CYPELUM CONCRETE (CLASS "B")		
8.	INSULATING CONCRETE FILL		
9.	SPRAYED ON FIRE-PROOFING		
10.	PIER, DRILLED PIERS AND CHAINS		
11.	SPECIAL CASES AND UNUSUAL HAZARDS		
12.	ADHESIVE ANCHORS	DETAIL 13/01	

\* SEE SHEETS T-1 FOR ADDITIONAL CLARIFICATIONS  
DPLU #6 (Rev. 12/99)



**SITE PLAN**  
SCALE: 1" = 30'-0"

**PROJECT DATA**

APPLICANT: CRICKET COMMUNICATIONS  
6180 CORNERSTONE COURT, STE. 150  
SAN DIEGO, CA 92121  
CONTACT: AUST MCGARRARD-JONES  
(858) 882-6306

OWNER: OTAY WATER DISTRICT  
2554 SWEETWATER SPRINGS BLVD.  
SPRING VALLEY, CA 91978  
CONTACT: DAN KONGEARD  
(619) 670-2289

PROJECT ADDRESS: 12118 CAMPO ROAD  
SPRING VALLEY, CA 92019

ASSESSORS PARCEL NUMBER: 508-021-06  
TOTAL SITE AREA: 163,875 SQ. FT.  
3.75 ACRES

CRICKET COMMUNICATIONS TELECOMMUNICATIONS TRANSMITTER  
FREQUENCIES AND POWER LEVELS:  
1850-1990 MHz BAND WIDTH  
200 WATTS ERP PER SECTOR

EASEMENTS:  
EASEMENTS SHOWN REFLECTS PRELIMINARY RECORDS  
RESEARCH OF RECORDED PARCEL MAPS. EASEMENTS ARE  
SUBJECT TO REVIEW OF FINAL TITLE REPORT

**BOOTH & SUAREZ**  
ARCHITECTURE ■ PLANNING  
WILLIAM H. BOOTH, ARCHITECT ■ ROBERT J. SUAREZ, ARCHITECT  
1100 BOON AVE., CALLEJA, CA 92016 (760) 436-8474

PREPARED FOR  
**cricket**  
6180 CORNERSTONE COURT, SUITE 150  
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
OWNER APPROVAL	DATE

PROJECT NAME  
**OTAY CAMPO SPRINT**  
PROJECT NUMBER  
**SAN-538-B**  
12118 CAMPO ROAD  
SPRING VALLEY, CA 92019  
SAN DIEGO COUNTY

DRAWING DATES

01/20/06	PRELIM 2D REVIEW (aa)
02/10/06	FINAL 2D REVIEW (abb)
02/28/06	SUBMITTAL SET (raw)
05/04/06	REVISE MONOTREE (raw)
05/15/06	REVISE MONOTREE (raw)
05/23/06	OWNER COMMENTS (raw)
06/30/06	REVISE TANK HEIGHTS (raw)
10/12/07	REVISED 2D (rel)
11/21/07	PLANNING SUBMITTAL (el)
12/07/07	REVISED 2D (rel)
05/27/08	CD REVIEW (rel)

SHEET TITLE  
**SITE PLAN & GENERAL SPECIFICATIONS**

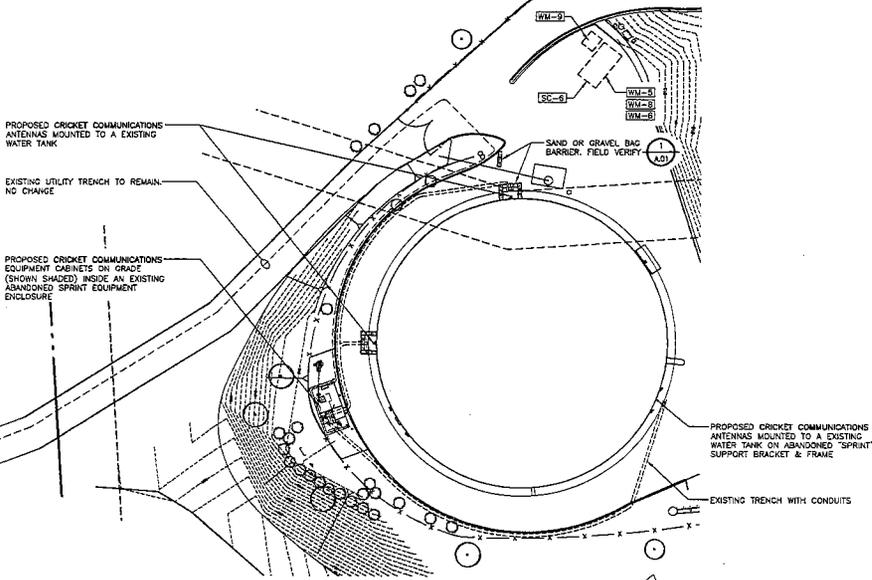
PROJECT'S: cricket/SAN538cd/SAN538cd.DWG

**A-0**

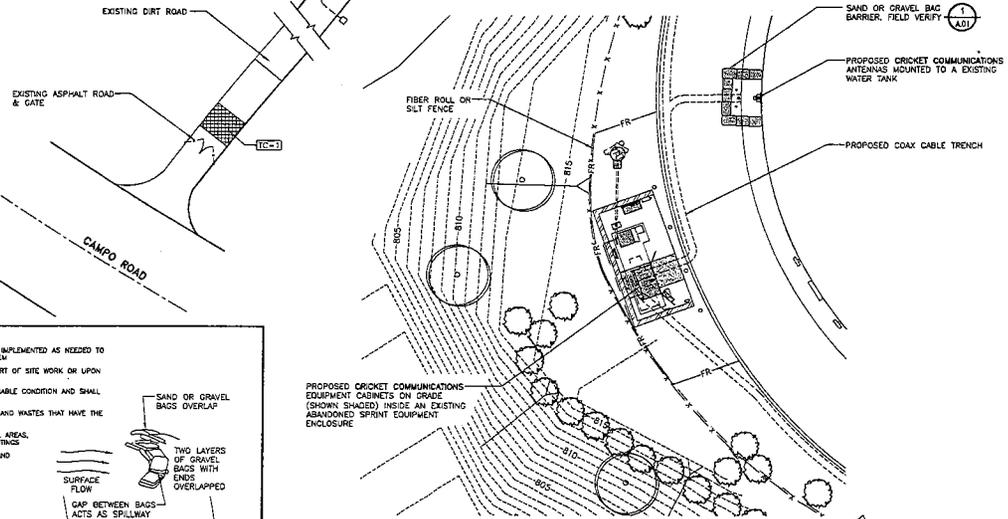
**STORM WATER QUALITY NOTES / CONSTRUCTION BMP'S:**  
 BEST MANAGEMENT PRACTICES (BMP'S) FOR CONSTRUCTION ACTIVITIES SHALL BE AS FOLLOWS:  
 1. ALL CONSTRUCTION ACTIVITIES SHALL BE CONFINED TO THE DESIGNATED CONSTRUCTION AREA.  
 2. ALL CONSTRUCTION ACTIVITIES SHALL BE CONFINED TO THE DESIGNATED CONSTRUCTION AREA.  
 3. ALL CONSTRUCTION ACTIVITIES SHALL BE CONFINED TO THE DESIGNATED CONSTRUCTION AREA.  
 4. ALL CONSTRUCTION ACTIVITIES SHALL BE CONFINED TO THE DESIGNATED CONSTRUCTION AREA.  
 5. ALL CONSTRUCTION ACTIVITIES SHALL BE CONFINED TO THE DESIGNATED CONSTRUCTION AREA.  
 6. ALL CONSTRUCTION ACTIVITIES SHALL BE CONFINED TO THE DESIGNATED CONSTRUCTION AREA.  
 7. ALL CONSTRUCTION ACTIVITIES SHALL BE CONFINED TO THE DESIGNATED CONSTRUCTION AREA.  
 8. ALL CONSTRUCTION ACTIVITIES SHALL BE CONFINED TO THE DESIGNATED CONSTRUCTION AREA.  
 9. ALL CONSTRUCTION ACTIVITIES SHALL BE CONFINED TO THE DESIGNATED CONSTRUCTION AREA.  
 10. ALL CONSTRUCTION ACTIVITIES SHALL BE CONFINED TO THE DESIGNATED CONSTRUCTION AREA.

**STORM WATER MANAGEMENT:**  
 TOTAL AREA OF LAND DISTURBANCE ACTIVITY:  
 EQUIPMENT ENCLOSURE: 32 SQ. FT. (REMOVE & REPLACE)  
 CABLE TRENCHING: 136 SQ. FT.  
 TOTAL AREA: 168 SQ. FT.

- STORM WATER MANAGEMENT FOR SITE GRADING AND CONSTRUCTION ACTIVITIES SHALL INCLUDE THE FOLLOWING BEST MANAGEMENT PRACTICES (BMP'S) AS OUTLINED IN THE CALIFORNIA STORM WATER BEST MANAGEMENT PRACTICES HANDBOOK.
- BETWEEN OCTOBER 15 AND MARCH 31, GRADED PADS WILL / SHALL BE HYDROSEED TO PREVENT EROSION. IF BUILDING CONSTRUCTION DOES NOT BEGIN WITHIN 90 DAYS OF GRADING, SOIL BINDER SHALL BE APPLIED TO PADS WITHIN 90 DAYS OF GRADING BETWEEN APRIL AND OCTOBER 15.
- SAND OR GRAVEL BASS SHALL BE PLACED AND MAINTAINED IN FLOW LINE AREAS TO FACILITATE SEDIMENT CONTROL.
- CONTRACTOR WILL PROVIDE A "WEATHER TRIGGERED" BMP ACTION PLAN DURING THE DRY SEASON.
- ALL TRENCH SEGMENTS EXCAVATED SHALL BE FILLED AND COVERED WITHIN 24 HOURS.



**STORM WATER MANAGEMENT SITE PLAN**  
 SCALE: 1"=20'-0"



**ENLARGED STORM WATER MANAGEMENT PLAN**  
 SCALE: 1/8"=1'-0"

**BMP LEGEND**

- DIRECTION OF LOT DRAINAGE → →
- TABLE I MINIMUM REQUIRED STANDARD CONSTRUCTION:**
- SC-6 GRAVEL BAGS ○○○○○
  - SC-5 FIBER ROLLS —FR—FR
  - TC-1 STABILIZED CONSTRUCTION ENTRANCE [Hatched Box]
- TABLE II MINIMUM REQUIRED LOW IMPACT DEVELOPMENT BMPs:**
- WM-1 MATERIAL DELIVERY & STORAGE
  - WM-2 CONCRETE WASTE MANAGEMENT
  - WM-3 SOLID WASTE MANAGEMENT
  - WM-4 SANITARY WASTE MANAGEMENT
  - WM-5 HAZARDOUS WASTE MANAGEMENT

**TABLE III MINIMUM REQUIRED LOW IMPACT DEVELOPMENT BMPs:**  
 NONE REQUIRED, MODIFICATION TO EXISTING TELECOM SITE. NO IMPACT ON EXISTING UNDEVELOPED PROPERTY.

**TABLE IV POST-CONSTRUCTION BMPs:**  
 NONE REQUIRED, MODIFICATION TO EXISTING TELECOM SITE. NO IMPACT ON EXISTING UNDEVELOPED PROPERTY.

**NOTES:**

- SAND OR GRAVEL BAGS AS SHOWN ON SITE PLAN SHALL BE IMPLEMENTED AS NEEDED TO PREVENT SEDIMENT FROM ENTERING INTO STORM DRAIN SYSTEM.
- SAND OR GRAVEL BAGS ARE TO BE INSTALLED PRIOR TO START OF SITE WORK OR UPON REMOVAL OF EXISTING SITE PAVING.
- SAND OR GRAVEL BAGS ARE TO BE MAINTAINED AND IN OPERABLE CONDITION AND SHALL BE REPLACED IF DAMAGED.
- THE PRIMARY CONSTRUCTION ACTIVITIES, RELATED MATERIALS, AND WASTES THAT HAVE THE POTENTIAL TO POLLUTE STORM WATER INCLUDE:
  - SOIL DISTURBING ACTIVITIES AND RESULTING EXPOSED SOIL AREAS, INCLUDING TRENCHING FOR CONDUITS AND GRAVITY FOOTINGS.
  - BERMES FROM MORTAR MIXING AND PCC SAW-CUTTING AND PLACEMENT.
  - SOLID WASTES FROM PCC DEMOLITION AND REMOVAL, SOUND-WALL CONSTRUCTION, AND FORM WORK.
- TEMPORARY ON-SITE STORAGE OF CONSTRUCTION MATERIALS INCLUDING MORTAR MIX, SAND ENCLOSURES AND SOIL STABILIZATION MATERIAL, TREATED LUMBER, REBAR AND PLATED METAL FENCING MATERIALS.
- BMP MATERIALS (GRAVEL BAGS, LIQUID CONCRETORS) TREATED LUMBER (MATERIALS AND WASTES) TEMPORISIC BAR PCC RUBBLE SLOOT RUBBLE GENERAL LITTER
- ALL TRENCH SEGMENTS EXCAVATED SHALL BE FILLED AND COVERED WITHIN A 24-HOUR PERIOD.

**GRAVEL OR SAND BAGS**      **ELEVATION**      **SCALE**      **N.T.S.**      **1**

PREPARED FOR  
**cricket**  
 8160 CORNERSTONE COURT, SUITE 150  
 SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
OWNER APPROVAL	DATE

PROJECT NAME  
**OTAY CAMPO SPRINT**  
 PROJECT NUMBER  
**SAN-538-B**  
 12118 CAMPO ROAD  
 SPRING VALLEY, CA 92019  
 SAN DIEGO COUNTY

DRAWING DATES  
 05/27/08 CD REVIEW (rd)

SHEET TITLE  
**STORM WATER MANAGEMENT PLANS**

PROJECTS\cricket\SAN538\San538a-A-0.1.DWG

**GENERAL NOTES**

- THE LATEST EDITION OF THE AMERICAN INSTITUTE OF ARCHITECTS DOCUMENT A201 "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION" IS INCLUDED IN THESE SPECIFICATIONS AS IF COMPLETELY REPRODUCED HEREIN.
- THIS FACILITY IS AN UNLICENSED PDS TELECOMMUNICATIONS SITE AND IS EXEMPT FROM DESIGNED ACCESS REQUIREMENTS.
- PRIOR TO THE SUBMISSION OF THE CONTRACTORS PARTICIPATING SHALL VISIT THE JOB SITE AND FAMILIARIZE THEMSELVES WITH ALL FIELD CONDITIONS AFFECTING THE PROPOSED PROJECT INCLUDING DEMOLITION, ELECTRICAL, MECHANICAL AND STRUCTURAL INSTALLATIONS, AS WELL AS WITH THE CONSTRUCTION AND CONTRACT DOCUMENTS AND SHALL CONFIRM THAT THE PROJECT CAN BE ACCOMPLISHED AS SHOWN PRIOR TO SUBMISSION OF THE CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISCOVERING ANY DISCREPANCIES WITH CONSTRUCTION WITH CONSTRUCTION DOCUMENTS. IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL INCLUDE THE MOST COSTLY OR EXTENSIVE WORK IN THE BID, UNLESS SPECIFICALLY DIRECTED OTHERWISE. IF A DISCREPANCY EXISTS AND THE PROJECT MANAGER AND ARCHITECT ARE NOT NOTIFIED, THE GENERAL CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL COSTS INCURRED TO REPAIR OR CORRECT ALL PROBLEMS THAT RESULT.
- THE CONTRACTOR SHALL INCLUDE IN HIS OR HER BID ALL MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE THE WORK AS INDICATED OR IMPLIED BY THESE DRAWINGS.
- DRAWINGS SHALL NOT BE SCALED. THESE DRAWINGS ARE INTENDED TO BE DIMENSIONED ONLY. NOTED DIMENSIONS HAVE PRECEDENCE OVER DRAWING SCALE AND DETAIL DRAWINGS HAVE PRECEDENCE OVER SMALLER SCALE DRAWINGS.
- CONTRACTOR SHALL CHECK THE ACCURACY OF ALL DIMENSIONS IN THE FIELD, UNLESS SPECIFICALLY DIRECTED BY THE CRICKET COMMUNICATIONS CONSTRUCTION MANAGER. DO NOT FABRICATE ANY MATERIALS OR BEGIN ANY CONSTRUCTION UNTIL DRAWING DIMENSIONS HAVE BEEN VERIFIED AGAINST ACTUAL FIELD DIMENSIONS.
- THE CONSTRUCTION DOCUMENTS FOR THIS PROJECT (PLANS, DETAILS, CALCULATIONS & NOTES) WERE DEVELOPED USING ARCHIVE RECORDS AVAILABLE AT THE LOCAL JURISDICTION, EXISTING CONSTRUCTION BY CRICKET COMMUNICATIONS AND/OR THE PROPERTY OWNER, AND THROUGH THE ARCHITECT'S ASSESSMENT OF ACCESSIBLE AND VISIBLE BUILDING COMPONENTS. IN MOST CASES, NO INVESTIGATION THAT REQUIRED DEMOLITION WORK TO VERIFY THE INFORMATION WAS COMPLETED. THE ACCURACY AND APPLICABILITY OF PLANS, DETAILS, CALCULATIONS AND NOTES IS LIMITED TO THE ACCURACY OF THE AVAILABLE INFORMATION.
- CONTRACTOR SHALL NOTIFY THE CRICKET COMMUNICATIONS CONSTRUCTION MANAGER AND THE ARCHITECT IF ANY DETAILS ARE CONSIDERED IMPRACTICAL, UNSUITABLE, UNSAFE, NOT NEARLY PROOF, OR NOT WORTH CUSTOMER TRADE PRACTICE. IF WORK IS PROPOSED, IT WILL BE ASSUMED THAT THERE IS NO OBJECTION TO ANY DETAIL DETAILS ARE INTENDED TO SHOW THE END RESULT OF THE DESIGN. MAJOR MODIFICATIONS MAY BE REQUIRED TO SUIT FIELD CONDITIONS, AND SUCH MODIFICATIONS SHALL BE DOCUMENTED.
- EXISTING ELEVATIONS AND LOCATIONS TO BE JOINED SHALL BE VERIFIED BY THE CONTRACTOR BEFORE CONSTRUCTION. IF IT DIFFERS FROM THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE CRICKET COMMUNICATIONS CONSTRUCTION MANAGER AND THE ARCHITECT SO THAT MODIFICATIONS CAN BE MADE BEFORE PROCEEDING WITH THE WORK.
- THE CONTRACTOR SHALL VERIFY ALL TELEPHONE & POWER CONNECTIONS, EQUIPMENT LAYOUTS, SPECIFICATIONS, PERFORMANCE REQUIREMENTS, INSTALLATION REQUIREMENTS AND LATEST REVISIONS WITH CRICKET COMMUNICATIONS CONSTRUCTION MANAGER PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH EQUIPMENT MANUFACTURERS & INSTALLERS.
- ALL SYMBOLS AND ABBREVIATIONS USED ON THE DRAWINGS ARE CONSIDERED CONSTRUCTION STANDARDS. IF THE CONTRACTOR HAS QUESTIONS REGARDING THEIR EXACT MEANING, THE CRICKET COMMUNICATIONS CONSTRUCTION MANAGER AND THE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION BEFORE THE CONSTRUCTION PROCEEDS WITH THE WORK.
- THE CONTRACTOR SHALL OBTAIN AND PAY FOR RESULTS LOGS AND INSPECTIONS NECESSARY FOR PERFORMANCE OF THE WORK AND INCLUDE THOSE IN THE COST OF THE WORK TO CRICKET COMMUNICATIONS.
- THE CONTRACTOR SHALL PROVIDE CONTINUOUS SUPERVISION WHILE ANY SUBCONTRACTORS WORK ON THE SITE AND SHALL SUPERVISE AND DIRECT ALL WORK, USING HIS BEST SKILL AND ATTENTION. HE SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION METHODS, TECHNIQUES, PROCEDURES AND SEQUENCES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
- WORKMANSHIP THROUGHOUT SHALL BE OF THE BEST QUALITY OF THE TRADE INVOLVED, AND SHALL MEET OR EXCEED THE FOLLOWING MINIMUM REFERENCE STANDARDS FOR QUALITY AND PROFESSIONAL CONSTRUCTION PRACTICE:
  - NRCA NATIONAL ROOFING CONTRACTORS ASSOCIATION  
C'HAVE INTERNATIONAL CENTER  
10255 W. HIGGINS ROAD, SUITE 600  
ROSEMONT, IL 60018
  - SMAACOA SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION  
4201 LAZAVETTE CENTER DRIVE  
CHAMLITLY, VA 20151-1209
  - IBP INTERNATIONAL INSTITUTE FOR LATH AND PLASTER  
820 TRANSFER ROAD  
ST. PAUL, MN 55114-1408
- INSTALL ALL EQUIPMENT AND MATERIALS PER THE LATEST EDITION OF THE MANUFACTURER'S INSTALLATION SPECIFICATIONS UNLESS SPECIFICALLY NOTED TO THE CONTRARY, OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
- THE CONTRACTOR SHALL VERIFY, COORDINATE, AND PROVIDE ALL NECESSARY BLOCKING, BRACING, FRAMING, HANGERS OR OTHER SUPPORTS FOR ALL ITEMS REQUIRING THE SAME.
- THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL GIVE ALL NOTICES AND SHALL COMPLY WITH APPLICABLE LOCAL, STATE REGULATIONS, LAWS AND ORDINANCES AS WELL AS STATE DEPARTMENT OF INDUSTRIAL REGULATIONS AND DIVISION OF INDUSTRIAL SAFETY (OSHA) REQUIREMENTS.
- THE CONTRACTOR SHALL PROTECT THE PROPERTY OWNER'S AND CRICKET COMMUNICATIONS PROPERTY FROM DAMAGE WHICH MAY OCCUR DURING CONSTRUCTION INCLUDING BUT NOT LIMITED TO EXPOSURE TO WEATHER CONDITIONS, ANY DAMAGE TO NEW AND EXISTING FINISHES, CONSTRUCTION, STRUCTURE, LANDSCAPING, CURBS, STAIRS, EQUIPMENT, ETC. SUCH DAMAGE SHALL BE IMMEDIATELY REPAIRED OR REPLACED TO ORIGINAL CONDITION BY CRICKET COMMUNICATIONS, AND THE PROPERTY OWNER, OR THE OWNER'S REPRESENTATIVE, AT THE SOLE EXPENSE OF THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR, AND SHALL REPLACE OR REMEDY, ANY FACILITY IMPROVER, OR INTERIOR MATERIALS OR WORKMANSHIP OR ANY DAMAGE WHICH SHALL APPEAR WITHIN ONE YEAR AFTER THE COMPLETION AND ACCEPTANCE OF THE WORK BY CRICKET COMMUNICATIONS UNDER THIS CONTRACT.
- IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO LOCATE ALL EXISTING UTILITIES, INCLUDING ON-SITE LATERALS, OR TO CONTACT AN OUTSIDE AGENCY TO LOCATE EXISTING UTILITIES, WHETHER SHOWN HEREIN OR NOT, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSES FOR REPAIR OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGE IN CONJUNCTION WITH THE EXECUTION OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE PROJECT SITE WHILE THE JOB IS IN PROGRESS AND UNTIL THE JOB IS COMPLETED AND ACCEPTED BY CRICKET COMMUNICATIONS.
- THE CONTRACTOR SHALL PROVIDE TEMPORARY WATER, POWER AND TOILET FACILITIES AS REQUIRED BY THE PROPERTY OWNER, CRICKET COMMUNICATIONS, AND THE CITY OR GOVERNING AGENCY.
- THE LATEST EDITION OF ALL PERMITTED AND APPROVED PLANS AND ALL APPLICABLE CHANGE ORDERS AND FIELD SKETCHES PERTAINING TO THIS PROJECT SHALL BE KEPT ON-SITE IN A PLAN BOX AND SHALL NOT BE USED BY WORKERS SETS SHALL REFLECT THE SAME INFORMATION. THE CONTRACTOR SHALL ALSO MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, FIELD SKETCHES AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES. THESE ARE TO BE UNDER THE CARE OF THE JOB SUPERINTENDENT.

**GENERAL NOTES (CONTD)**

- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR COMPLETING THE CONSTRUCTION DOCUMENTS TO ILLUSTRATE THE AS-BUILT CONDITION OF THE COMPLETED PROJECT. THIS SHALL BE DONE AFTER THE SITE HAS BEEN AWARDED FINAL CRACKET COMMUNICATIONS. ONE SET OF REFINED DRAWINGS SHALL BE PROVIDED TO THE CRICKET COMMUNICATIONS CONSTRUCTION MANAGER.
- THE CONTRACTOR SHALL REMOVE ALL RUBBISH AND WASTE MATERIALS ON A DAILY BASIS, EXCEPT FOR THAT SPECIFIED AS REMAINING THE PROPERTY OF THE BUILDING OR PROPERTY OWNER, AND SHALL EXERCISE STRICT CONTROL OVER JOB CLEANING THROUGHOUT THE CONSTRUCTION, INCLUDING FINAL CLEAN-UP UPON COMPLETION OF WORK. ALL AREAS ARE TO BE MAINTAINED FREE FROM PAINT SPOTS, DUST OR SMUDGES OF ANY NATURE AT COMPLETION OF WORK.
- THE GENERAL CONTRACTOR SHALL DURING PROPERTY OWNER'S PREFERRED HOURS TO AVOID OBSTRUCTION OF NORMAL ACTIVITY.
- ALL EXPOSED METAL SHALL BE HOT-DIPPED GALVANIZED.
- SEAL ALL PENETRATIONS THROUGH FIRE-RATED ASSEMBLIES WITH U.L. LISTED OR FIRE MARSHAL APPROVED MATERIALS OF THE APPROPRIATE RATING FOR THE ASSEMBLY WHERE PENETRATIONS OCCUR.
- PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITH 15 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT AREA.
- ELECTRICAL POWER SYSTEM SHALL BE GROUNDED PER NEC ARTICLES 250 AND 810.21.
- ALL NEW OPENINGS IN THE EXTERIOR ENVELOPE OF CONDITIONED SPACES SUCH AS AT WALL AND ROOF PENETRATIONS SHALL BE CALKED OR SEALED TO UNIT INFILTRATION OF AIR AND MOISTURE.
- UPON COMPLETION OF CONSTRUCTION, CRICKET COMMUNICATIONS CONSTRUCTION MANAGER SHALL CONDUCT A WALK-THRU WITH PROPERTY OWNER OR REPRESENTATIVE OF PROPERTY OWNER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL SYSTEM EQUIPMENT IN A CLEAN WORKING ORDER UNTIL ACCEPTANCE OF THE PROJECT BY CRICKET COMMUNICATIONS.

**SITE WORK SPECIFICATIONS**

**DEMOLITION**

- WORK INCLUDED:
  - A. DEMOLITION AND REMOVAL OF EXISTING CONSTRUCTION AS NECESSARY TO PREPARE FOR NEW CONSTRUCTION.
  - B. CLEANUP AND DISPOSAL OF RUBBISH, DEBRIS AND SALVAGE.
  - C. PROTECTION AND BARRICADES TO PROTECT PERSONNEL AND PREMISES
  - D. DUST ABATEMENT.
- GENERAL REQUIREMENTS:
  - A. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO ESTABLISH EXTENT OF WORK UNDER THIS SECTION IN ACCORDANCE WITH PERMITTING PROVISIONS OF THE GENERAL CONDITIONS.
  - B. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA 1-800-422-4133) 48 HOURS PRIOR TO ANY EXCAVATION.
  - C. FIELD CONDITIONS:
    - (1) VERIFY DRAWING DIMENSIONS WITH ACTUAL FIELD CONDITIONS. INSPECT RELATED WORK AND ADJACENT SURFACES AND REPORT TO ARCHITECT ALL CONDITIONS WHICH PREVENT PROPER EXECUTION OF THIS WORK.
    - (2) VERIFY SITE INFORMATION, INCLUDING PROPERTY LINES, EASEMENTS, BUILDINGS, ROADWAY RIGHTS OF WAY, UTILITIES, AND OTHER INFORMATION AFFECTING THE SCOPE OF WORK INCLUDED ON THESE DRAWINGS. UTILITY INFORMATION INCLUDES STORM DRAIN, SEWER, WATER, ELECTRICAL, GAS, TELEPHONE AND CABLE TV. IF ACTUAL SITE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS, THE CONTRACTOR SHALL CONTACT THE OWNER OR ARCHITECT FOR DIRECTION ON HOW TO PROCEED.
    - D. CODES AND STANDARDS: CONFORM TO THE UNIFORM BUILDING CODES, 1997 EDITION, AND ANY OTHER REFERRED TO CODES AND STANDARDS IN FORCE BETWEEN THE ABOVE AND THIS SECTION, THE MORE STRINGENT SHALL GOVERN, COMPLY WITH STATE OF CALIFORNIA, CONSTRUCTION SAFETY ORDERS, LATEST REGISTER (CAL/OSHA).
    - E. PROVIDE PEDESTRIAN SAFETY BARRIERS AS REQUIRED TO PROTECT THE PUBLIC AT ALL TIMES. ALL CONES AND SAFETY TAPE FOR AREAS UNDER CONSTRUCTION TO ISOLATE FROM PEDESTRIAN ACCESS KEEP ALL AREAS OF WORK CLEAN, NEAT AND ORDERLY ON A DAILY BASIS.
- UTILITIES
  - A. EXCAVATION IN THE VICINITY OF UTILITIES SHALL BE UNDERTAKEN WITH CARE. ACTIVE UTILITIES SHALL BE PROTECTED BY AND AT THE EXPENSE OF THE CONTRACTOR. KEEP ANY REQUIRED UTILITY IN OPERATING DURING ENTIRE PERIOD OF WORK. ANY DAMAGE TO UTILITIES WHICH ARE TO REMAIN CAUSED BY ANY PERSON, VEHICLE, EQUIPMENT, OR TOOL, RELATED TO THE EXECUTION OF THE CONTRACT SHALL BE REPAIRED IMMEDIATELY AT NO EXPENSE TO THE OWNER.
- DUST AND NOISE ABATEMENT:
  - A. EXERCISE ALL POSSIBLE PRECAUTIONS TO KEEP NOISE TO A MINIMUM AND TO KEEP DUST FROM CIRCULATING AND CONTAMINATING ADJACENT BUILDING OPERATIONS AND AREAS.
- PROTECTION AND SAFETY:
  - A. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXISTING IMPROVEMENTS, INCLUDING FINISH (EXTERIOR AND INTERIOR) WITH OR WITHOUT WORKING AREAS. REPAIR OR REPLACE EXISTING IMPROVEMENTS DAMAGED DURING WORK OF THIS SECTION WITH MATERIAL OF SAME KIND, QUALITY AND SIZE. MATERIAL OR EQUIPMENT TEMPORARILY REMOVED FOR PROTECTION AND NOT DAMAGED SHALL BE REINSTALLED.
- SEQUENCE OF WORK:
  - A. THE CONTRACTOR SHALL REVIEW THE DRAWINGS AND THESE SPECIFICATIONS IN GENERAL TERMS AND THE REQUIREMENTS OF THE WORK TO BE DONE AND THE MANNER IN WHICH THE WORK IS TO BE DONE. THE CONTRACTOR, HOWEVER, MAY ORGANIZE HIS WORK AND SELECT THE SPECIFIC METHODS OR PROCEDURES HE FEELS ARE SUITABLE AND CORRECT FOR THE WORK TO BE DONE, CONSISTENT WITH THE RESULTS REQUIRED AND THE SAFETY OF THE PROPERTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE ARCHITECT BEFORE COMMENCING WITH ANY SIGNIFICANT PARTS OF THE WORK, MEET WITH THE CRICKET COMMUNICATIONS PROJECT MANAGER AND SITE SUPERVISOR AT THE BEGINNING OF HIS METHODS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE ARCHITECT OF ANY REASONABLE PROCEDURES AND SEQUENCE OF WORK AND SHALL COMPLY WITH ALL REASONABLE SUGGESTIONS THEY MAY MAKE IN THE INTEREST OF CRICKET COMMUNICATIONS OR THE SAFETY OF THE STRUCTURE.
- DEMOLITION:
  - A. CONCRETE CUTTING: CONCRETE CONSTRUCTION INDICATED TO BE CUT, BROKEN AND REMOVED SHALL BE HEAVILY CUT USING CONCRETE CUTTING SAWS WITH DAMPING OR WATER. REMOVE EXISTING CONCRETE CUTTING SAWS WITH DAMPING OR WATER. REMOVE AGGRESSIVE BLADES, DETERMINE EXTENT OF CUT AND DRILL PILOT HOLES. REMOVE CONCRETE SUFFICIENTLY LARGE ENOUGH TO PREVENT OVERTURN OF SAW BLADE. SAWCUTS SHALL BE MADE STRAIGHT, EVEN AND DEEP ENOUGH TO ELIMINATE THE POSSIBILITY OF SUBSEQUENT BREAKING AND REMOVING OF REMAINING SECTION WILL NOT RESULT IN AVOIDING THE REMOVAL OF EXPOSED SURFACE. REMOVE EXISTING CONCRETE REINFORCING STEEL TO BE REMOVED WITH GAS CUTTING TORCHES, TAKING CARE NOT TO DAMAGE ADJACENT CONSTRUCTION.

**SITE CLEARING / EARTHWORK**

- WORK INCLUDED:
  - A. PROTECTION OF EXISTING EARTH BANKS AND SLOPES, INCLUDING TEMPORARY SHORING.
  - B. CONTROL OF SURFACE AND GROUND WATER.
  - C. EXCAVATION FOR ALL FOOTINGS, SLABS, AND OTHER BUILDING AND/OR STRUCTURAL ELEMENTS.
  - D. SAND BACKFILL AND COMPACTION OF SAME.

**SITE WORK SPECIFICATIONS (CONTD)**

- SUBGRADE PREPARATION FOR ON-GRADE CONCRETE.
  - F. REQUIREMENTS FOR TRENCHING OPERATIONS.
  - G. CLEAN UP AND DISPOSAL.
  - H. SITE CLEARING
    - 1. RELATED WORK:
      - (1) TESTING AND INSPECTION OF WORK OF THIS SECTION
      - 2. QUALITY ASSURANCE
      - 3. UNIFORM BUILDING CODE LATEST EDITION.
      - (2) STATE OF CALIFORNIA CONSTRUCTION SAFETY ORDERS (CAL/OSHA) LATEST REGISTER.
- STANDARDS
  - (1) AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM), SPECIFICATIONS AS INDICATED BY MEMBER NUMBER.
- TESTS AND INSPECTIONS
  - (1) CONSTRUCTION METHOD SHALL CONFORM TO ASTM D1557-70 SPECIFIED DENSITIES RELATE TO MAXIMUM DRY DENSITIES OBTAINED THEREON.
  - (2) SOILS TESTING AGENCY SHALL BE NOTIFIED BY CONTRACTOR PRIOR TO COMMENCEMENT OF EARTHWORK AND SHALL PERFORM AND REPORT THE FOLLOWING PROCEDURES:
    - A. VISUALLY APPROVE BACKFILL MATERIAL. QUANTITIES TESTS IF REQUIRED.
    - B. SUPERVISE PLACEMENT OF CONTROLLED BACKFILLS. PERFORM FIELD DENSITY TESTS AS REQUIRED TO VERIFY PROPER CONACTION DENSITIES.
    - C. INSPECT AND APPROVE COMPLETED AND PREPARED EXAMINATIONS.
- SITE VISITATION:
  - A. IN PREPARING HIS PROPOSAL, THE CONTRACTOR IS ASSUMED TO HAVE VISITED THE SITE, CAREFULLY EXAMINE THE DRAWINGS AND SPECIFICATIONS AND DETERMINED HIS SATISFACTION THE METHODS OF REMOVAL AND STORAGE OF MATERIALS, THE SEQUENCING OF HIS OPERATIONS AND THE PROBLEMS AND OBSTACLES NO ALLOWANCE WILL BE MADE SUBSEQUENTLY TO THE CONTRACTOR FOR ANY ERROR THROUGH NEGLIGENCE IN OBSERVING THE SITE CONDITIONS.
- PROTECTIONS:
  - A. PROTECT AND MAINTAIN PROTECTION TO RETAIN EARTH AND TO PROTECT ADJOINING GRADABLES AND STRUCTURES FROM CAVING, SLIDING, EROSION OR OTHER DAMAGE PROVIDING SUITABLE PROTECTION AGAINST IMPACT INJURY, COMPLY WITH ALL LOCAL CODES AND REGULATIONS. ERECT TEMPORARY BARRICADES AS NEEDED FOR SAFETY AND CONSTRUCT TEMPORARY BERMS, DAMS AND DITCHES AS NEEDED TO PREVENT SOIL AND BANK EROSION. DO NOT ALLOW EXPOSED SOILS TO DRY OUT AND SPRAWL AS DIRECTED OR REQUIRED.
  - B. DETERMINING: KEEP THE WHOLE OF THE EXCAVATIONS CONTINUOUSLY FREE FROM WATER AND FLUIDS OF ANY KIND.
  - C. UNDERGROUND PIPES, CONDUITS AND UTILITIES.
  - D. THE CONTRACTOR SHALL NOTIFY CRICKET COMMUNICATIONS PROJECT MANAGER AT LEAST 72 HOURS PRIOR TO COMMENCING ANY EARTHWORK. THE CONTRACTOR SHALL NOTIFY A UTILITY PRESENT AT THE SITE AND WORK IS AUTHORIZED.
  - E. OBSERVE APPLICABLE REGULATIONS IN WORK AFFECTING ALL OTHER UNDERGROUND UTILITIES. PROTECT ACTIVE UTILITIES FROM DAMAGE AND REMOVE OR RELOCATE ONLY AS INDICATED OR AS REQUIRED. REMOVE AND PLUG OR CAP INACTIVE UTILITIES ENCOUNTERED IN EXCAVATING OR GRADING. IN AID OF SPECIFIC REQUIREMENTS, PLUG OR CAP AT LEAST 5 FEET OUTSIDE BUILDING WALLS.
  - F. EXCAVATION OR TRENCHING FOR NEW PIPE, CONDUIT OR UTILITY LINES WITHIN FIVE FEET OF BUILDING LINES AND UNDER EXTERIOR WALLS, SLABS, DRIVE OR PAVEMENT IS SUBJECT TO PROVISIONS OF THIS SPECIFICATION WITH RESPECT TO PROTECTION FROM MOISTURE, BACKFILLING AND GRADING.
  - G. LINES CONTAINING LIQUID: CHECK FOR LEAKS AND CERTIFY CONDITION TO OWNER. RUN SUCH LINES AT LEAST 5 FEET OUTSIDE BUILDING LINES WHEREVER POSSIBLE.
- MATERIALS:
  - A. BACKFILL MATERIAL: ONLY MATERIALS APPROVED BY THE GEO-TECHNICAL ENGINEER SHALL BE USED FOR ALL BACKFILLING OPERATIONS. BACKFILL MATERIALS SHALL CONSIST OF GRAVEL, SAND AND APPROVED BLENDS OF SAND AND NATURAL MATERIALS.
- EXCAVATION:
  - A. EXERCISE CARE FOR FOOTINGS AND OTHER REQUIREMENTS TO DEPTHS INDICATED ON THE DRAWINGS.
  - B. ELEVATIONS AND DEPTHS OF EXCAVATIONS SHOWN ON THE DRAWINGS SHALL GOVERN AND WILL BE BASIS FOR BIDDING AND EXECUTION OF THE WORK EXCEPT AS OTHERWISE MAY BE DIRECTED BY THE ARCHITECT OR GREATER DEPTHS OF EXCAVATION REQUIRED BY AUTHORIZED INSTRUCTIONS SHALL BE ADJUSTED IN ACCORDANCE WITH GENERAL CONDITIONS.
  - C. EXCEPT WHERE EXTRA EXCAVATION IS ORDERED BY THE ARCHITECT, SUCH EXCAVATIONS BE OR SIZE SHALL BE FILLED WITH CONCRETE AS SPECIFIED UNDER SECTION 03300 "CONCRETE" AT THE CONTRACTOR'S EXPENSE.
  - D. ALL EXCAVATIONS SHALL BE SUFFICIENT SIZE TO PERMIT INSTALLATION AND REMOVAL OF ANY REQUIRED FORMING AND ALL OTHER REQUIRED WORK.
  - E. SIDES OF FOOTINGS MAY BE FORMED BY NEAT EXCAVATIONS WHERE BANKS WILL STAND WITHOUT CAVING AND THE NEAT TRENCHES ARE CUT 1" WIDER ON EACH SIDE THAN THE FOOTING DIMENSIONS INDICATED ON THE DRAWINGS. IF BANKS CAVE, FORM FOOTINGS AND NEAT TRENCHES TO PERMIT FORMING, BRACING AND INSPECTION, MINIMUM 1" ON EACH SIDE.
- CONTACT THE ARCHITECT FOR INSTRUCTION SHOULD ANY UNSUITABLE SOIL OR ANY OTHER ADVERSE SUBSURFACE CONDITION BE ENCOUNTERED.
- MACHINE EXCAVATION MAY BE USED DURING TO ROUGH ELEVATIONS, FORM FINAL GRADING AND TRIMMING BY HAND METHODS.
- TRENCHES EXCAVATE TRENCHES TO WIDTHS REQUIRED FOR PROPER LAYING OF PIPE WITH BANKS AS NEARLY VERTICAL AS PRACTICAL. BRING BOTTOMS OF TRENCHES TO REQUIRED DEPTHS AND ACCURATELY GRADE TO PROVIDE UNIFORM BEARING ON UNDISTURBED SOIL FOR ENTIRE LENGTH OF EACH SECTION OF PIPE.
- BACKFILLING:
  - A. AFTER CONCRETE HAS BEEN PLACED AND ALL WORK APPROVED, THE EXCAVATIONS SHALL BE BACKFILLED WITH APPROVED BACKFILL MATERIAL TO INDICATED OR REQUIRED GRADES. ALL RUBBISH AND WOOD SHALL BE REMOVED FROM THE EXCAVATIONS BEFORE PLACING BACKFILL.
  - B. PLACE BACKFILL IN 8-INCH LOOSE LAYERS, BRING TO OPTIMUM MOISTURE CONTENT AND COMPACT TO BOX OF MAXIMUM DENSITY, SLOPING DOWN AND AWAY FROM BUILDING.
  - C. THE AMOUNT OF WATER USED SHALL BE RIGIDLY CONTROLLED TO INSURE OPTIMUM MOISTURE CONTENT. THE CONTRACTOR PROJECT MANAGER AND SITE SUPERVISOR SHALL BE RESPONSIBLE FOR CAUSING SATURATION OF EARTH WILL NOT BE PERMITTED. COMPACTION BY FLOODING OR SETTING IS PROHIBITED.
- SUBGRADE PREPARATION FOR CONCRETE:
  - A. PREPARE SUBGRADE FOR CONCRETE: CARE ON EACH BY CUTTING, FILLING AND COMPACTING AS REQUIRED AND SPECIFIED HEREIN AND BRING TO OPTIMUM MOISTURE CONTENT. FINISH FORMS SHALL BE MAINTAINED UNTIL READY TO BE USED TO BEGINS OF CONCRETE. MAINTAIN ANY DIRECTION AND LOCATION. COMPACT TO THE DENSITY SPECIFIED FOR FILL AND MAINTAIN CONTENT UNTIL CONCRETE IS PLACED.
- DISPOSAL AND CLEAN UP:
  - A. MAINTAIN CONSISTENTLY RUBBISH ON SITE IS PROHIBITED.
  - B. RUBBISH, DEBRIS AND ROCKS SHALL BE HAULLED AWAY FROM THE SITE PROMPTLY AND LEGALLY DISPOSED OF.
  - C. EXCESS EARTH RESULTING FROM CUTTING AND EXCAVATION SHALL BE LEGALLY DISPOSED OF OFF THE SITE.
  - D. DUST AND NOISE ABATEMENT DURING ENTIRE PERIOD OF CONSTRUCTION AND DURING LOADING, KEEP AREA AND MATERIALS BEING LOADED UNDER DUST IN AN AREA STRAIGHTENED TO ANY ADJACENTS TO PREMISES AND NEIGHBORHOOD. EXERCISE ALL RESPONSIBLE MEANS TO ABATE UNDUE NOISE.
  - E. CLEAN UP SITE, REMOVE ALL DEBRIS AND LEAVE PREMISES IN CLEAN AND ORDERLY CONDITION.

**SEALANT SPECIFICATIONS**

- WORK INCLUDED:
  - A. THIS SPECIFICATION IS INTENDED TO BE GENERAL IN ITS SCOPE AS TO WHERE CALKING OR SEALANT IS TO BE INSTALLED. THE CONTRACTOR SHALL CHECK ALL DRAWINGS AND SEALING INVOLVED. ONLY A COMPLETE AND ABSOLUTELY WATER-TIGHT JOB WILL BE ACCEPTED.
- GUARANTEE:
  - A. PROVIDE GUARANTEE, IN FORM REQUIRED BY GENERAL CONDITIONS, FOR PERIOD OF TWO (2) YEARS.
  - B. DEFECTIVE WORK WILL BE JUDGED A FAILURE DUE TO LEAKAGE, CRACKING, CRACKING, GRINDING, WEAR, DISINTEGRATION, SHRINKAGE OR RUNNING OF CALKING COMPOUND OR SEALANT OR STAINING OF ANY ADJACENT WORK.
- SEALANT:
  - A. ONE PART, ELASTOMERIC-TYPE COMPOUND CONFORMING TO ESTI-58-00230C, TYPE II CLASS A. THE COMPOUND SHALL BE SUPPLIED IN A READY TO USE FORM WHICH REQUIRES NO ON THE JOB MIXING. USE FOR ALL EXTERIOR WORK EXCEPT AREAS SUBJECT TO "FOOT" TRAFFIC.
  - B. NON-TRACKING SEALANT FOR AREAS SUBJECT TO FOOT TRAFFIC (INTERIOR OR EXTERIOR). DETAILS AND THROUGHOUT FAMILIARIZE HIMSELF WITH THE EXTENT OF CALKING OR SEALING OF ANY ADJACENT WORK.

**FINISH SPECIFICATIONS**

- MATERIALS:
  - A. USE FACTORY-MIXED PAINTS, ENAMELS, STAINS, VARNISH, LACQUER, FILLER, THINNER, AND ALL SIMILAR "PAINT" PRODUCTS. LABEL FOR TYPE, COLOR AND MANUFACTURER. DELIVER IN ORIGINAL FACTORY CONTAINERS. USE PRODUCTS FOLLOWING AS LISTED IN "PAINTING SCHEDULE".
    - (1) ALBERTS PAINT CORP.
    - (2) DUNN-EDWARDS CO.
    - (3) PPG INDUSTRIES
    - (4) SHILLER COMPANY
  - B. PAINT THINNER: EXACT TYPE RECOMMENDED BY MANUFACTURER OF MATERIAL TO BE THINNED.
- PAINT FINISH SCHEDULE:
  - A. IN ORDER TO ESTABLISH THE STANDARDS OF DURABILITY AND APPEARANCE REQUIRED OF THE PAINTER'S FINISHES, THE COATINGS ITEMIZED IN THE PAINT FINISH SCHEDULE HAVE BEEN SELECTED FROM THE CURRENT CATALOGS OF THE DUNN-EDWARDS PAINT COMPANY.
- PAINTING SCHEDULE:
  - A. EXTERIOR METAL (FERROUS - SHOP PRIMER)
    - (1) FIRST COAT BLOC-PRIM (43-1)
    - (2) SECOND COAT CO-PRIM (42-1)
    - (3) THIRD COAT SYN-LUSTRO (10)
    - THIRD COAT SYN-LUSTRO (8)
  - B. EXTERIOR METAL (FERROUS - GALVANIZED)
    - (1) PRE-TREATMENT GALVA-ETCH (GE 123)
    - (2) FIRST COAT GALV-PRIM (GG-1)
    - (3) SECOND COAT CO-PRIM (42-1)
    - (4) THIRD COAT SYN-LUSTRO (8)
  - C. INTERIOR METAL (FERROUS - SHOP PRIMER)
    - (1) FIRST COAT CORRUGAS (43-2)
    - (2) SECOND COAT SUPERIOR (42-1) (E22-1)
    - (3) THIRD COAT SYN-LUSTRO (8)

**GENERAL REQUIREMENTS**

THE FOLLOWING STANDARD CRICKET COMMUNICATIONS SPECIAL REQUIREMENTS SHALL BE A PART OF THESE SPECIFICATIONS, BUT NOT INCLUDED IN THE CONSTRUCTION DRAWINGS:

- INSTRUCTIONS TO BIDDERS
- INVITATION FOR BIDS
- LIST OF SUBCONTRACTORS
- APPLICATION FOR PAYMENT
- CHANGE ORDERS
- SCHEDULE OF VALUES
- LETTER WATER
- GENERAL CONDITIONS
- SUPPLEMENTAL GENERAL CONDITIONS
- SPECIAL CONDITIONS

**SHEET TITLE**

**GENERAL NOTES AND SPECIFICATIONS**

PROJECTS: cricket\SANS3386a\0\SANS3386a-0-2.dwg

**Booth & SUAREZ ARCHITECTURE & PLANNING**

1000 R. 300TH AVENUE SUITE 100001 SAN DIEGO, CA 92108 (619) 441-6674

PREPARED FOR

**cricket**

6160 CORNERSTONE COURT, SUITE 150  
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
OWNER APPROVAL	DATE

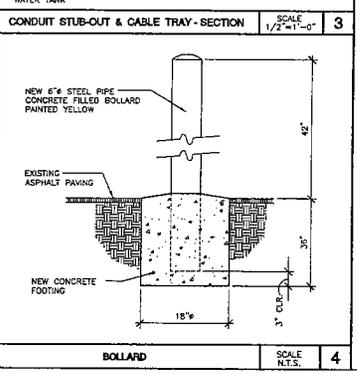
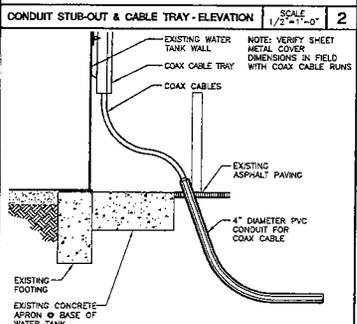
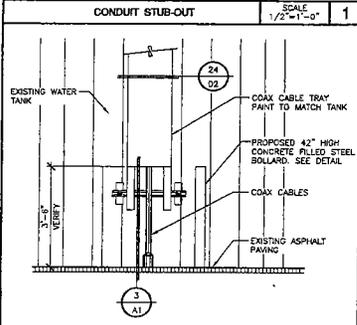
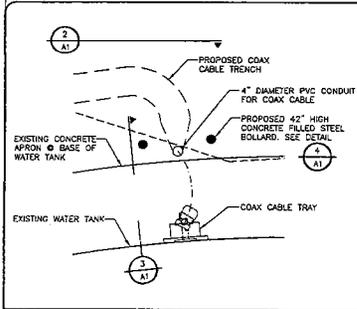
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**OTAY CAMPO SPRINT**

PROJECT NUMBER  
**SAN-538-B**

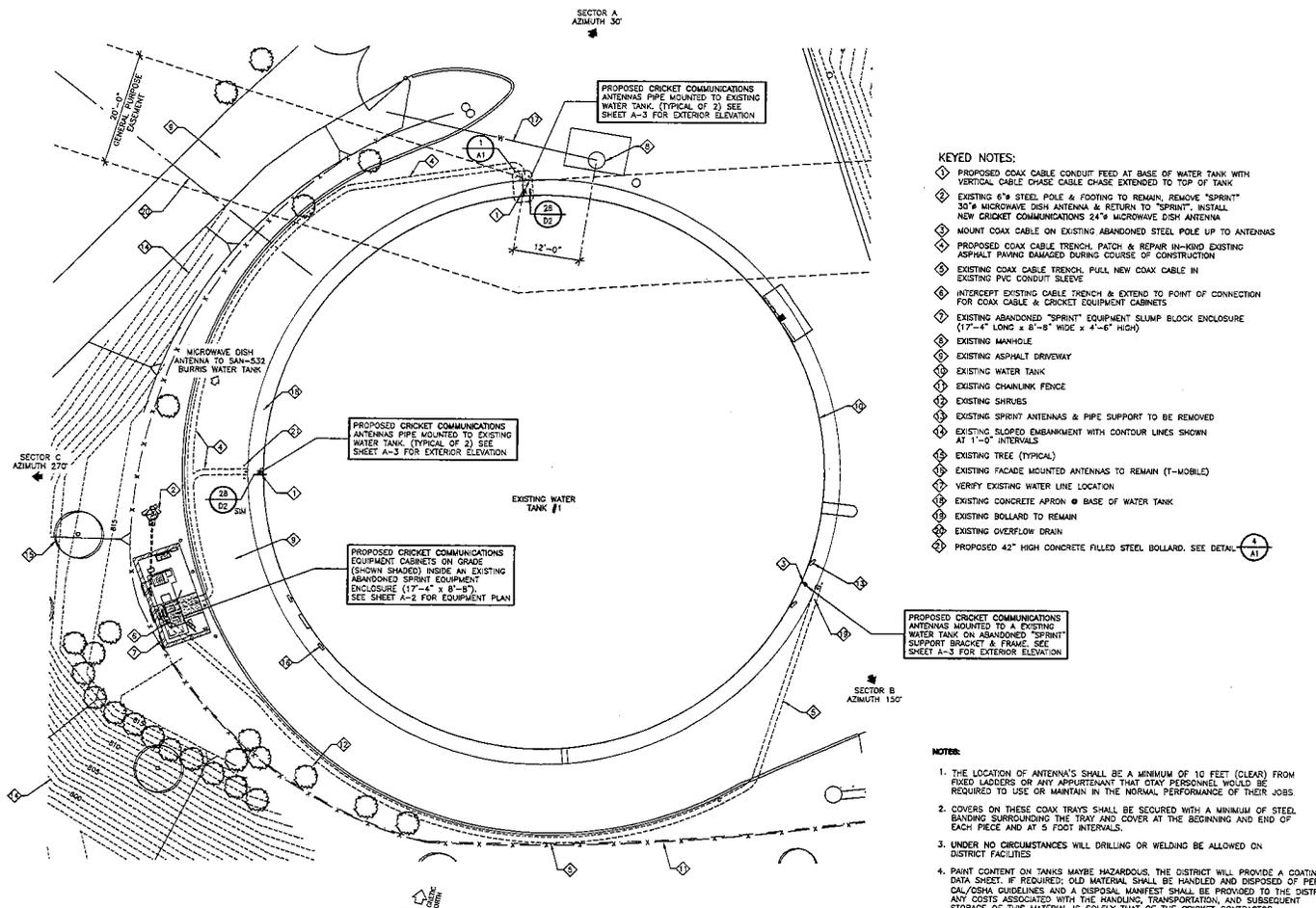
12118 CAMPO ROAD  
SPRING VALLEY, CA 92019  
SAN DIEGO COUNTY

DRAWING DATES  
05/12/09 CD REVIEW (REV)

**A-0.2**



ANTENNA AND COAXIAL CABLE SCHEDULE									
SECTOR	DIRECTION	AZIMUTH	ANTENNA MODEL NUMBER	DENSITY	SIGNAL NUMBER	NUMBER OF CABLES PER SECTOR	COAX CABLE LENGTH (+ / - 5')	NUMBER LENGTH (+ / - 3')	COAX SIZE
A1	NORTH	30°	CSA - PDS2065-18-02	0'		2	143'	3'-0"	1-5/8"
B1	SOUTH	150°	CSA - PDS2065-18-02	0'		2	183'	3'-0"	1-5/8"
C1	WEST	270°	CSA - PDS2065-18-02	0'		2	80'	3'-0"	1-5/8"
TO SAN-532 SURVEY WATER TANK			ANDREX PZF-02 112A			2	20'	-	1/2"



- KEYED NOTES:**
- 1. PROPOSED COAX CABLE CONDUIT FEED AT BASE OF WATER TANK WITH VERTICAL CABLE CHASE CABLE EXTENDED TO TOP OF TANK
  - 2. EXISTING 6" STEEL POLE & FOOTING TO REMAIN, REMOVE "SPRINT" 30" MICROWAVE DISH ANTENNA & RETURN TO "SPRINT". INSTALL NEW CRICKET COMMUNICATIONS 24" MICROWAVE DISH ANTENNA
  - 3. MOUNT COAX CABLE ON EXISTING ABANDONED STEEL POLE UP TO ANTENNAS
  - 4. PROPOSED COAX CABLE TRENCH, PATCH & REPAIR IN-KIND EXISTING ASPHALT PAVING DAMAGED DURING COURSE OF CONSTRUCTION
  - 5. EXISTING COAX CABLE TRENCH, PULL NEW COAX CABLE IN EXISTING PVC CONDUIT SLEEVE
  - 6. INTERCEPT EXISTING CABLE TRENCH & EXTEND TO POINT OF CONNECTION FOR COAX CABLE & CRICKET EQUIPMENT CABINETS
  - 7. EXISTING ABANDONED "SPRINT" EQUIPMENT SLUMP BLOCK ENCLOSURE (17'-4" LONG x 8'-8" WIDE x 4'-8" HIGH)
  - 8. EXISTING MANHOLE
  - 9. EXISTING ASPHALT DRIVEWAY
  - 10. EXISTING WATER TANK
  - 11. EXISTING CHAINLINK FENCE
  - 12. EXISTING SHRUBS
  - 13. EXISTING "SPRINT" ANTENNAS & PIPE SUPPORT TO BE REMOVED
  - 14. EXISTING SLOPED EMBANKMENT WITH CONTOUR LINES SHOWN AT 1'-0" INTERVALS
  - 15. EXISTING TREE (TYPICAL)
  - 16. EXISTING FACADE MOUNTED ANTENNAS TO REMAIN (T-MOBILE)
  - 17. VERIFY EXISTING WATER LINE LOCATION
  - 18. EXISTING CONCRETE APRON @ BASE OF WATER TANK
  - 19. EXISTING BOLLARD TO REMAIN
  - 20. EXISTING OVERFLOW DRAIN
  - 21. PROPOSED 42" HIGH CONCRETE FILLED STEEL BOLLARD. SEE DETAIL A-1

- NOTES:**
1. THE LOCATION OF ANTENNAS SHALL BE A MINIMUM OF 10 FEET (CLEARS) FROM FIRED LADDERS OR ANY APPURTENANCE THAT STAY PERSONNEL WOULD BE REQUIRED TO USE OR MAINTAIN IN THE NORMAL PERFORMANCE OF THEIR JOBS
  2. COVERS ON THESE COAX TRAYS SHALL BE SECURED WITH A MINIMUM OF STEEL BANDING SURROUNDING THE TRAY AND COVER AT THE BEGINNING AND END OF EACH PIECE AND AT 5 FOOT INTERVALS.
  3. UNDER NO CIRCUMSTANCES WILL DRILLING OR WELDING BE ALLOWED ON DISTRICT FACILITIES
  4. PAINT CONTENT ON TANKS MAYBE HAZARDOUS, THE DISTRICT WILL PROVIDE A COATING DATA SHEET, IF REQUIRED; OLD MATERIAL SHALL BE HANDLED AND DISPOSED OF PER OSHA/OSHA GUIDELINES AND A DISPOSAL MANIFEST SHALL BE PROVIDED TO THE DISTRICT. ANY COSTS ASSOCIATED WITH THE HANDLING, TRANSPORTATION, AND SUBSEQUENT STORAGE OF THIS MATERIAL IS SOLELY THAT OF THE CRICKET CONTRACTOR

PREPARED FOR  
**cricket**  
 6160 CORNERSTONE COURT, SUITE 150  
 SAN DIEGO, CA 92121

**APPROVALS**

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
OWNER APPROVAL	DATE

PROJECT NAME  
**OTAY CAMPO SPRINT**  
 PROJECT NUMBER  
**SAN-538-B**  
 12118 CAMPO ROAD  
 SPRING VALLEY, CA 92019  
 SAN DIEGO COUNTY

**DRAWING DATES**

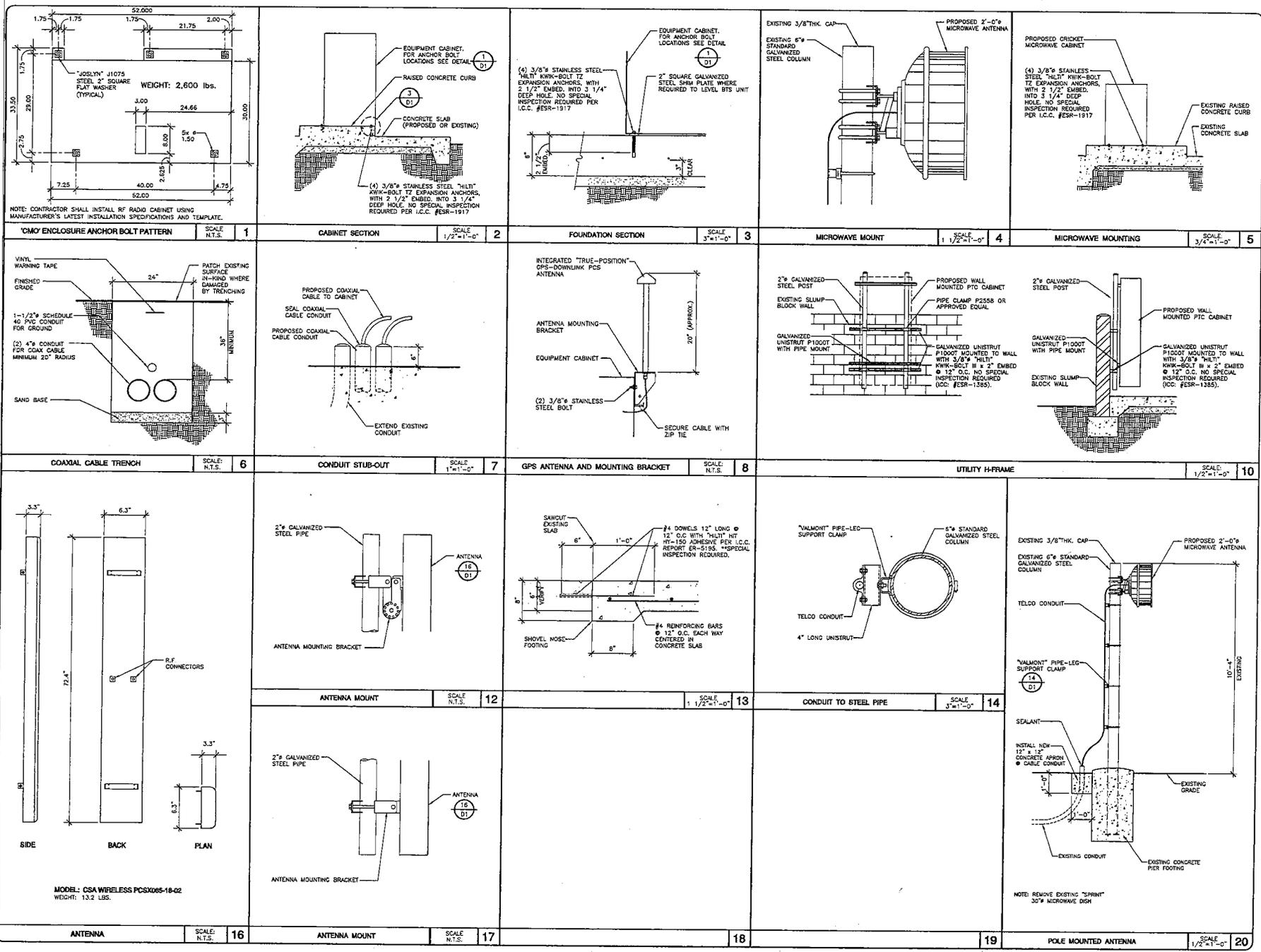
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02/10/06	FINAL 2D REVIEW (ad)
02/28/06	SUBMITTAL SET (raw)
05/04/06	REVISE MONITRESS (raw)
05/15/06	REVISE MONITRESS (raw)
05/23/06	OWNER COMMENTS (raw)
06/30/06	REVISE TANK HEIGHTS (raw)
10/12/07	REVISED 2D (rel)
11/21/07	PLANNING SUBMITTAL (cl)
12/07/07	REVISED 2D (rel)
05/27/08	CD REVIEW (rel)

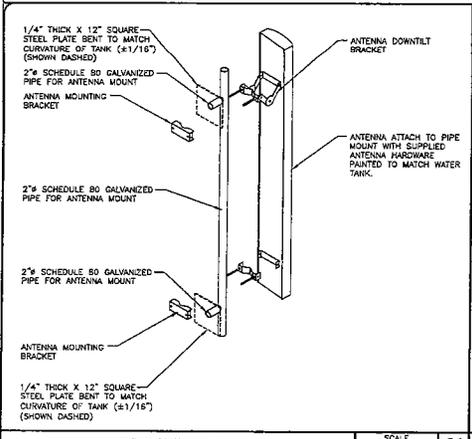
SHEET TITLE  
**ENLARGED SITE PLAN**

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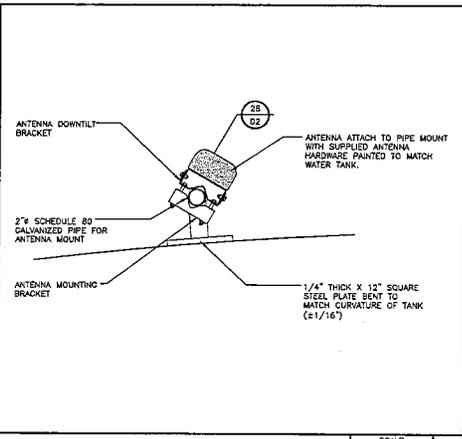




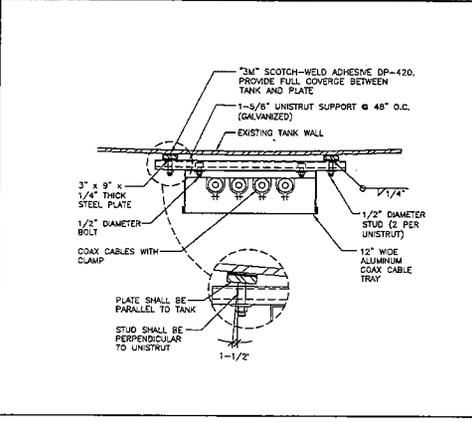




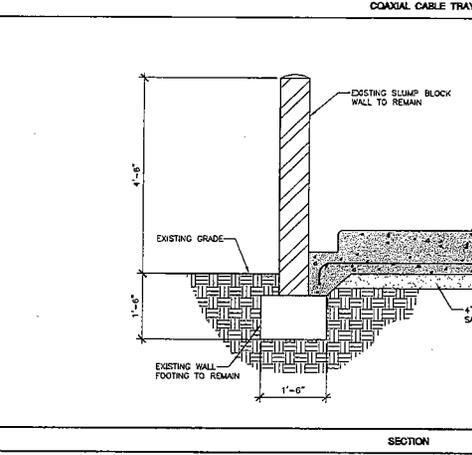
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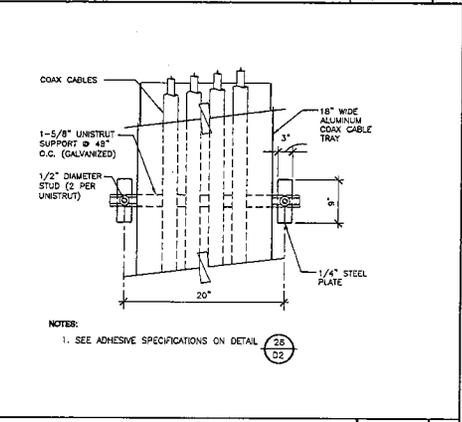
SCALE 1-1/2" = 1'-0" 22



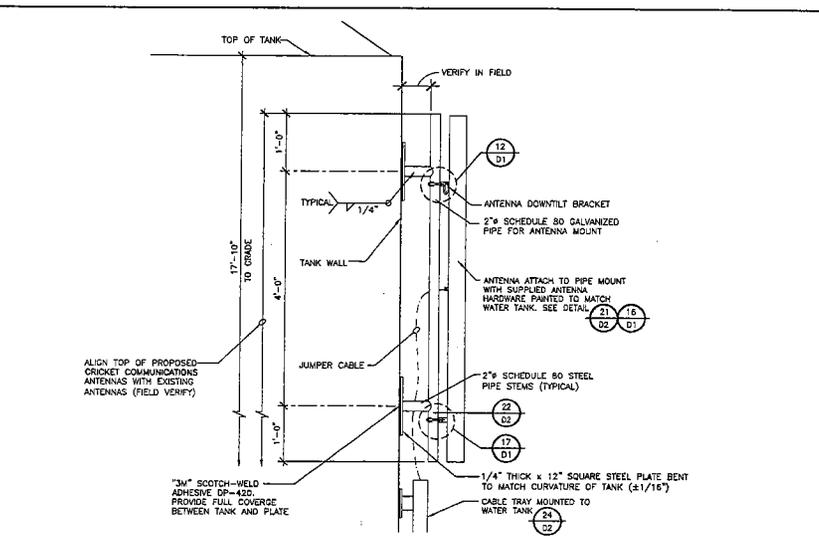
SCALE 1-1/2" = 1'-0" 24



SCALE 3/4" = 1'-0" 26



SCALE 1" = 1'-0" 28



**NOTES:**

- SEE ADHESIVE SPECIFICATIONS BELOW
- SANDBLASTING/GRINDING ON THE TANK WILL BE PERFORMED PER OTAY WATER DISTRICT PROVIDED SPECIFICATION
- ANY ATTACHMENTS ON DISTRICT FACILITIES SHALL BE DONE WITH A TWO PART EPOXY ADHESIVE APPROVED BY THE DISTRICT ENGINEERING STAFF THROUGH A SUBMITTAL PROCESS, PRIOR TO ITS USE
- THE CRICKET CONTRACTOR SHALL PROVIDE THE DISTRICT WITH A COPY OF THE FULL TEST SPECIFICATIONS THAT WILL BE USED
- THE CRICKET CONTRACTOR SHALL NOTIFY THE DISTRICT TWO BUSINESS DAYS PRIOR TO THE FULL TEST, SO THE TEST CAN BE WITNESSED. THE CONTRACTOR SHALL PROVIDE THE DISTRICT WITH A CERTIFIED COPY OF THE FULL TEST REPORT.
- THE DISTRICT REPRESENTATIVE SHALL PROVIDE TO THE CRICKET COATING INFORMATION THAT WOULD CONTAIN TYPE AND COLOR OF THE COATING MATERIAL AS WELL AS SUPPLIER/MANUFACTURER INFORMATION
- ALL PROPOSED PAINT COATINGS TO BE USED ON THE TANK AND ANY BRACKETS EPOXIED TO THE TANK SHALL BE SUBMITTED TO THE DISTRICT PER PROVIDED SUBMITTAL OUTLINE. THE CONTRACTOR SHALL PROVIDE TO THE DISTRICT A LETTER FROM THE PAINT MANUFACTURER STATING THEIR PRODUCT IS COMPATIBLE WITH THE EXISTING COATING ON THE TANK.
- THE CRICKET CONTRACTOR WILL NOT BE ALLOWED TO USE THE EXISTING FIXED LADDER ON THE TANK AT ANY TIME. THE CONTRACTOR SHALL PROVIDE FOR THEIR OWN USE A MECHANICAL LIFTING DEVICE THAT WOULD ALLOW THEM TO ACCESS TO THE TANKS ROOF/SURFACES WITHOUT CAUSING DAMAGE
- PAINT TOUCH-UP AT POINTS OF CONNECTION AS DIRECTED BY CRICKET CONSTRUCTION MANAGER

**GENERAL**

- 3M "SCOTCH-WELD" DP-420 EPOXY ADHESIVE IS A HIGH PERFORMANCE, TWO PART ADHESIVE WITH OUTSTANDING SHEAR AND PEEL ADHESION WITH VERY HIGH DURABILITY. "SCOTCH-WELD" DP-420 IS MANUFACTURED UNDER A 3M QUALITY SYSTEM REGISTERED TO ISO 9002 STANDARDS.
- THE STRUCTURAL INTEGRITY OF THIS INSTALLATION IS DIRECTLY RELATED TO THE CAREFUL FABRICATION OF PARTS AND THE CAREFUL PREPARATION OF CONTACT SURFACES.
- CONTINUOUS SPECIAL INSPECTION IN ACCORDANCE WITH IBC SECTION 1701.5.15 SHALL BE PROVIDED DURING SURFACE PREPARATION, APPLICATION OF ADHESIVE AND INSTALLATION OF PARTS.

**ADHESIVE**

- 3M "SCOTCH-WELD" DP-420 OFF-WHITE EPOXY ADHESIVE SHALL BE USED FOR ALL PLATE TO TANK ATTACHMENTS SHOWN OR DESCRIBED IN THESE PLANS AND DETAILS.
- CONTRACTOR SHALL VERIFY WITH SUPPLIER THAT ADHESIVE HAS NOT EXCEEDED ITS SHELF LIFE (15 MONTHS) PRIOR TO PURCHASE OR PRIOR TO USE IN THE FIELD.
- ALL OPENED AND UNOPENED ADHESIVE CONTAINERS SHALL BE STORED AT BETWEEN 60°F AND 80°F. OPENED ADHESIVE CONTAINERS SHALL BE USED WITHIN 72 HOURS.

**CONTACT PLATES**

- FABRICATE CONTACT PLATES FROM NEW, UNUSED STEEL STOCK TO DIMENSIONS INDICATED ON PLANS AND DETAILS.
- ALL CONTACT PLATES WIDER THAN 3" SHALL BE BENT TO MATCH THE EXACT CURVATURE OF THE EXISTING TANK.
- DO NOT GALVANIZE ANY SURFACE OF THE STEEL PLATES THAT WILL BE IN THE CONTACT SURFACE AREA BETWEEN THE TANK AND THE PLATES.

**ADHESIVE PREPARATION**

- ALL THOSE IN CONTACT WITH CLEANED STEEL PLATES AND ADHESIVES SHALL WEAR UNPOWDERED LATEX GLOVES AND SHALL REPLACE THEM WHEN DAMAGED AND BETWEEN MIXING BATCHES OF ADHESIVE.
- MIX DP-420 ADHESIVE USING AN EPX APPLICATOR AND EPX MIXING NOZZLES. ANY HAND-MIXING SHALL ONLY BE DONE WITH NEW, CLEAN, WOOD TONGUE DEPRESSION TYPE STICKS.
- MIX EACH BATCH OF ADHESIVE SEPARATELY IN A COMMERCIAL TYPE THROW-AWAY PAPER MIXING CUP AVAILABLE FROM THE SUPPLIER.
- MIX ONLY ENOUGH ADHESIVE THAT CAN BE USED FOR INSTALLATION IN A 15 MINUTE PERIOD.

**FINISH**

- PRIME AND PAINT COMPLETED ASSEMBLIES TO MATCH EXISTING ADJACENT TANK SURFACE IN ACCORDANCE WITH THE OTAY WATER DISTRICT SPECIFICATIONS. 1,000 LBS. 150 LBS.
- CONTRACTOR SHALL PROVIDE PAINT COLOR SAMPLES AND SPECIFICATIONS TO THE OTAY WATER DISTRICT FOR APPROVAL PRIOR TO APPLICATION. 400 LBS. 250 LBS.

**SURFACE PREPARATION**

- ALL THOSE IN CONTACT WITH CLEANED STEEL PLATES AND ADHESIVES SHALL WEAR UNPOWDERED LATEX GLOVES AND SHALL REPLACE THEM WHEN DAMAGED AND BETWEEN MIXING BATCHES OF ADHESIVE.
- ON THE DAY OF INSTALLATION, THE ENTIRE CONTACT AREA OF EACH PLATE, ALL EDGES OF EACH PLATE AND THE ENTIRE CONTACT AREA ON THE TANK, PLUS A 3" MARGIN ALL AROUND THE PROPOSED PLATE CONTACT AREA SHALL BE PREPARED AS FOLLOWS:
  - CONCRETE TANK SURFACE SHALL INCLUDE LIGHT SAND BLAST REMOVE ALL PAINT, RUST, SCALE, PRIMER, OIL AND ANY OTHER CONTAMINANTS.
  - WIPE ALL CONTACT SURFACES WITH AN ISOPROPYL ALCOHOL SOAKED SWAB.
  - NO MORE THAN 30 MINUTES PRIOR TO APPLICATION OF ADHESIVE, WIPE ALL CONTACT SURFACES WITH A METHYL ETHYL KETONE (MEK) SOAKED SWAB. ABSORB WITH A 3M SCOTCH-BRITE SCOURING PAD AND WIPE THOROUGHLY WITH A NEW, CLEAN MEK SOAKED SWAB.
  - ALLOW SOLVENT TO EVAPORATE BEFORE APPLYING ADHESIVES.
- IF CLEANED SURFACES ARE TOUCHED BY BARE HANDS OR CONTAMINATED IN ANY WAY, REPEAT CLEANING PROCESS.

**ASSEMBLY**

- USING A NEW CLEAN DISPOSABLE APPLICATOR BRUSH, APPLY A .005" THICK LAYER OF ADHESIVE TO EACH CONTACT SURFACE AND PRESS TOGETHER IMMEDIATELY. USE A NEW BRUSH FOR EACH BATCH OF ADHESIVE.
- WHILE APPLYING FIRM PRESSURE INTO PLATE, WIGGLE CONTACTED SURFACES IN A CLOCKWISE / COUNTER-CLOCKWISE ROTATION APPROXIMATELY 1/4" EACH WAY, 2 OR 3 TIMES TO EVEN ADHESIVE DISTRIBUTION BETWEEN PARTS. ADHESIVE SHOULD COZE OUT SLIGHTLY FROM EDGES ALL AROUND PLATES.
- USING INDUSTRIAL FIXTURING MAGNETS WITH A MINIMUM PULL-OUT STRENGTH OF 50 LBS. ON EACH SIDE OF EACH PLATE AS ANCHORS, STRETCH ELASTIC STRAPS ACROSS SOAKED PLATE TO HOLD IN PLACE. SPACERS MAY BE REQUIRED ON TOP OF PLATES TO PROVIDE LEVERAGE AND SUSTAIN PRESSURE ON ASSEMBLY.
- TROWEL A 1/4" FILLET AT THE INTERSECTION BETWEEN TANK AND EDGES OF PLATE AND WIPE AWAY EXCESS ADHESIVE.

**LOAD TESTING**

- ALLOW BONDED ASSEMBLIES 48 HOURS TO CURE BEFORE SUBJECTING TO ANY LOADS OR LOAD TESTING.
- ALL ASSEMBLIES SHALL BE LOAD TESTED AS FOLLOWS:
  - TENSION TEST (PULL-OUT) AT ANTENNA PLATES SHEAR TEST AT ANTENNA PLATES
  - TENSION TEST (PULL-OUT) AT CABLE TRAY SUPPORTS SHEAR TEST AT CABLE TRAY SUPPORTS

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
OWNER APPROVAL	DATE

PROJECT NAME  
**OTAY CAMPO SPRINT**  
 PROJECT NUMBER  
**SAN-538-B**  
 12118 CAMPO ROAD  
 SPRING VALLEY, CA 92019  
 SAN DIEGO COUNTY

DRAWING DATES

10/12/07	2D REVIEW (c)
11/21/07	PLANNING SUBMITTAL (e)
12/07/07	REVISED 2D (e1)
02/27/08	CD REVIEW (e2)

SHEET TITLE

DETAILS

PROJECTS/cricket/SAN538Bcd/SAN538Bcd.dwg





PREPARED FOR

**cricket**

6150 CORNERSTONE COURT, SUITE 150  
 SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
OWNER APPROVAL	DATE

PROJECT NAME

**OTAY CAMPO SPRINT**

PROJECT NUMBER

**SAN-538-B**

12116 CAMPO ROAD  
 SPRING VALLEY, CA 92019  
 SAN DIEGO COUNTY

DRAWING DATES

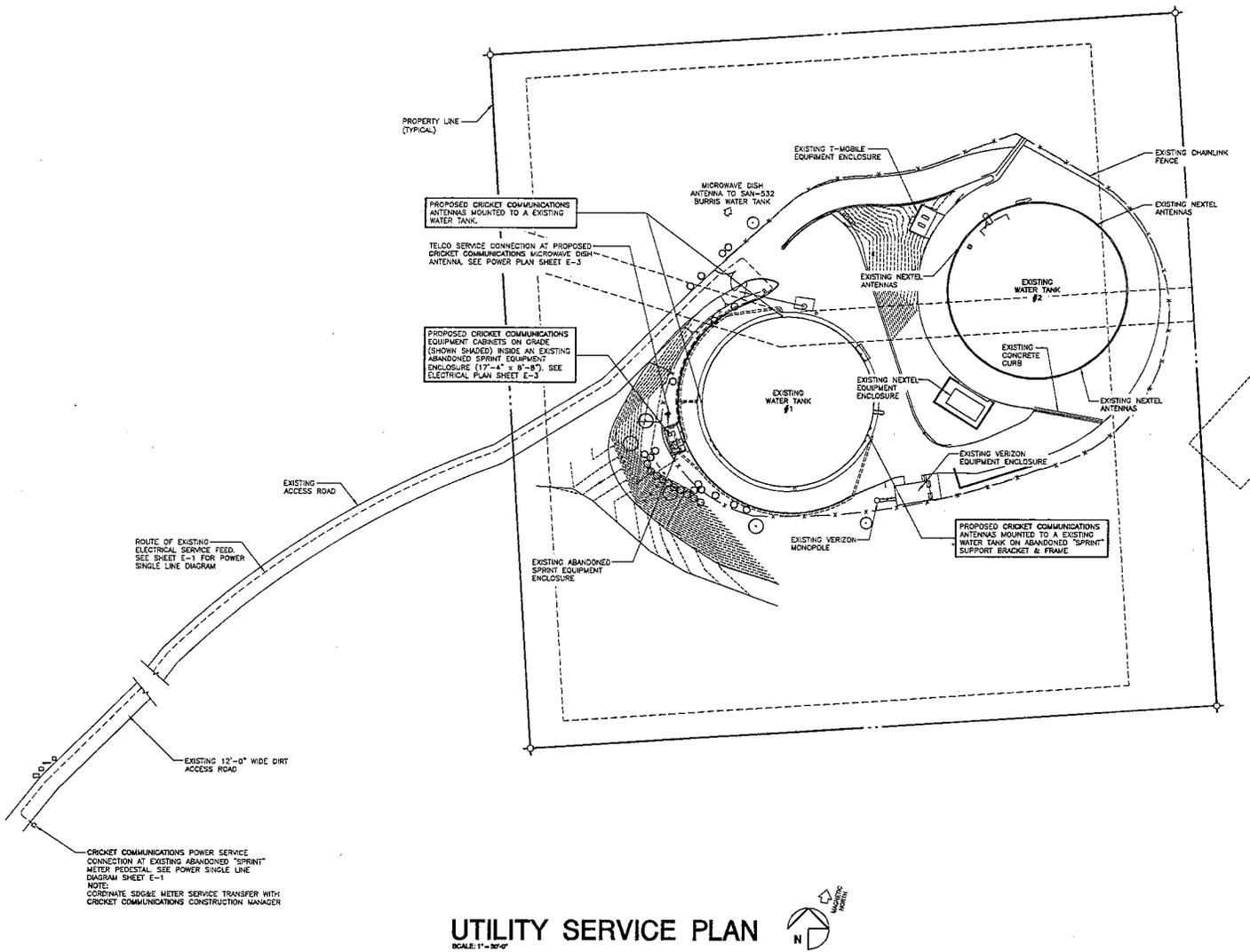
05/17/08 CD REVIEW (rw)

SHEET TITLE

**UTILITY SERVICE PLAN**

PROJECTS\erick\SAN538cd\SAN538ce2.DWG

**E-2**



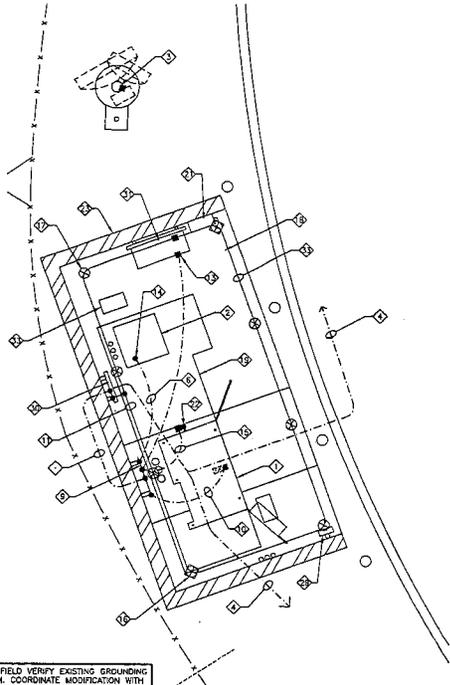
**UTILITY SERVICE PLAN**

SCALE: 1"=30'-0"



CRICKET COMMUNICATIONS POWER SERVICE CONNECTION AT EXISTING ABANDONED "SPRINT" METER PEDestal. SEE POWER SINGLE LINE DIAGRAM SHEET E-1  
 NOTE: COORDINATE SDG&E METER SERVICE TRANSFER WITH CRICKET COMMUNICATIONS CONSTRUCTION MANAGER

NOTE: GROUNDING LEAD ROUTES SHOWN ARE SCHEMATIC. CONTRACTOR SHALL VERIFY ROUTES WITH CRICKET COMMUNICATIONS CONSTRUCTION MANAGER PRIOR TO INSTALLATION.



NOTE: FIELD VERIFY EXISTING GROUNDING SYSTEM. COORDINATE MODIFICATION WITH CRICKET COMMUNICATIONS CONSTRUCTION MANAGER.

## GROUNDING PLAN

SCALE: 3/8" = 1'-0"

### SYMBOL LEGEND

TYPE	DESCRIPTION
■	PROPOSED EXOTHERMIC WELD
●	PROPOSED MECHANICAL GROUND CONNECTION
⊞	EXISTING ACCESS WELL WITH GROUND ROD (TYPICAL)
⊗	EXISTING GROUND ROD (TYPICAL)

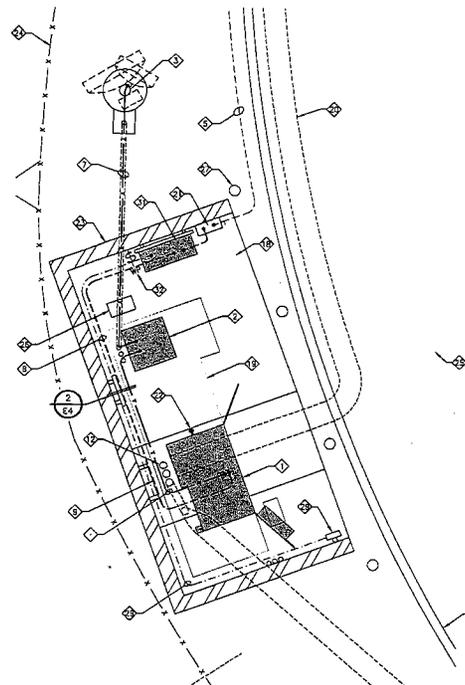
### KEYED NOTES:

- ⊞ PROPOSED CRICKET COMMUNICATIONS CMO EQUIPMENT CABINET. 52" WIDE X 30" DEEP X 55" HIGH, WEIGHT: 2650 LBS.
- ⊞ PROPOSED CRICKET MICROWAVE CABINET
- ⊞ EXISTING 6" STEEL POLE & FOOTING TO REMAIN, REMOVE "SPRINT" 30" MICROWAVE DISH ANTENNA & RETURN TO "SPRINT". INSTALL NEW CRICKET COMMUNICATIONS 24" MICROWAVE DISH ANTENNA.
- ⊞ PROPOSED #2 AWG STRANDED INSULATED GREEN WIRE TO ANTENNAS
- ⊞ ROUTE OF EXISTING ELECTRICAL SERVICE FEED. SEE SHEET E-1 FOR POWER SINGLE LINE DIAGRAM.
- ⊞ #2 AWG SOLID TINNED BARE COPPER WIRE TO ELECTRIC EQUIPMENT
- ⊞ EXISTING MICROWAVE CABLE CONDUIT FEED TO REMAIN. INSTALL NEW CABLE AS DIRECTED BY CRICKET COMMUNICATIONS CONSTRUCTION MANAGER
- ⊞ PROPOSED ELECTRICAL CONDUIT. SEE SHEET E-1 FOR POWER SINGLE LINE DIAGRAM.
- ⊞ PROPOSED EQUIPMENT GROUND BUSS BAR. SEE DETAIL (S1/E4)
- ⊞ #2 AWG STRANDED INSULATED GREEN TO EQUIPMENT CABINET
- ⊞ EXISTING THINNED GROUND RING 24" BELOW GRADE. SEE DETAIL (S1/E4)
- ⊞ PROPOSED COAXIAL CABLE CONDUIT STUB-OUT
- ⊞ PROPOSED EXOTHERMIC WELD (TYPICAL). SEE DETAIL (S1/E4)
- ⊞ PROPOSED MECHANICAL GROUND CONNECTION (TYPICAL)
- ⊞ PROPOSED #2 SOLID TINNED COPPER GROUND WIRE TO GPS ANTENNA. SEE DETAIL (S1/E4)
- ⊞ ACCESS WELL WITH 5/8" X 10'-0" LONG COPPER CLAD STEEL GROUND ROD (TYPICAL OF (2) / (1) AT CABINET & (1) AT LIGHT STANDARD)
- ⊞ 5/8" X 10'-0" LONG COPPER CLAD STEEL GROUND ROD (TYPICAL)
- ⊞ EXISTING CONCRETE SLAB
- ⊞ EXISTING RAISED CONCRETE CURB
- ⊞ PROPOSED COAX CABLE TRENCH
- ⊞ EXISTING 200 AMP FUSED DISCONNECT TO REMAIN
- ⊞ PROPOSED GPS ANTENNA MOUNTED TO EQUIPMENT CABINET. SEE DETAIL (S1/E4)
- ⊞ EXISTING CONCRETE BLOCK ABANDONED SPRINT EQUIPMENT ENCLOSURE
- ⊞ EXISTING CHAMBLINK FENCE
- ⊞ EXISTING ASPHALT DRIVEWAY
- ⊞ EXISTING HAND HOLE
- ⊞ EXISTING BOLLARD (TYPICAL OF 4)
- ⊞ EXISTING ASPHALT CURB
- ⊞ EXISTING LIGHT FIXTURE TO REMAIN & PROPOSED WIRING
- ⊞ EXISTING MAIN GROUND BUS BAR TO REMAIN, VERIFY LOCATION
- ⊞ PROPOSED TRANSISTOR POWER/TELCO CABINET
- ⊞ PROPOSED LIGHTING SWITCH, SURFACE WALL MOUNTED
- ⊞ EXISTING GROUND RING AS SOLID TINNED COPPER BASE WIRE BELOW SLAB

### GROUNDING GENERAL NOTES:

1. GROUNDING LAYOUT MAY VARY DUE TO SITE SPECIFIC CONDITIONS.
2. THE CABINET GROUND LOCATION SHALL BE APPROVED BY THE CRICKET COMMUNICATIONS PROJECT MANAGER. NOTIFY PROJECT MANAGER OF ANY DIFFICULTIES INSTALLING TO GROUNDING SYSTEM DUE TO SITE OR SOIL CONDITIONS.
3. GROUND TEST: CONTRACTOR SHALL PROVIDE TEST OF THE GROUNDING SYSTEM. PROVIDE TEST RESULTS TO THE CRICKET COMMUNICATIONS PROJECT MANAGER FOR REVIEW. GROUNDING SYSTEM RESISTANCE TO EARTH GROUND SHALL NOT EXCEED 5 OHMS. IF THE GROUND TEST EXCEEDS THE MAXIMUM OF 5 OHMS CONTRACTOR SHALL INFORM CRICKET COMMUNICATIONS PROJECT MANAGER.
4. ALL GROUND WIRE SHALL BE TIN COATED OR GREEN INSULATED WIRE, UNLESS OTHERWISE NOTED.
5. CONNECTORS: ALL ABOVE-GRADE INTERIOR GROUNDING CONNECTORS SHALL BE BOWEL-LUG COMPRESSION TYPE. ALL BELOW-GRADE AND EXPOSED EXTERIOR GROUNDING CONNECTORS TO PERMANENT EQUIPMENT AND FIXED BUILDING ELEMENTS SHALL BE CADWELD TYPE EXCEPT AS OTHERWISE INDICATED.
6. ALL EXPOSED GROUNDING CONNECTORS TO BE COATED WITH ANTI-CORROSIVE AGENT SUCH AS "ZINC-OIL", "NUGLOW" OR "THERMOTON". VERIFY PRODUCT WITH CRICKET COMMUNICATIONS PROJECT MANAGER.
7. ALL BOLTS, WASHERS AND NUTS USED ON GROUNDING CONNECTIONS SHALL BE STAINLESS STEEL.
8. GROUND CONDUCTOR BENDS
  - MINIMIZE # OF BENDS
  - MAXIMUM 90 DEGREE BENDS
  - MINIMUM BEND RADIUS FOR #2 OR SMALLER SHALL BE 8 INCHES.

NOTE: CONDUIT ROUTES SHOWN ARE SCHEMATIC. CONTRACTOR SHALL VERIFY CONDUIT ROUTES WITH CRICKET COMMUNICATIONS CONSTRUCTION MANAGER PRIOR TO INSTALLATION.



## ELECTRICAL PLAN

SCALE: 3/8" = 1'-0"

## BOOTH & SUAREZ

ARCHITECTURE ■■■ PLANNING  
WILLIAM M. BOOTH, ARCHITECT ■■■ ROBERT J. SUAREZ, ARCHITECT  
P.O. BOX 4621, CHULA VISTA, CA 92016 (760) 421-2878



PREPARED FOR

# cricket®

6160 CORNERSTONE COURT, SUITE 150  
SAN DIEGO, CA 92121

### APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
OWNER APPROVAL	DATE

PROJECT NAME

**OTAY CAMPO  
SPRINT**

PROJECT NUMBER

**SAN-538-B**

12118 CAMPO ROAD  
SPRING VALLEY, CA 92019  
SAN DIEGO COUNTY

DRAWING DATES

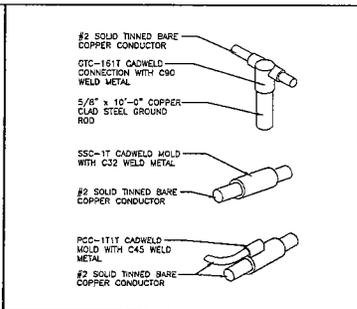
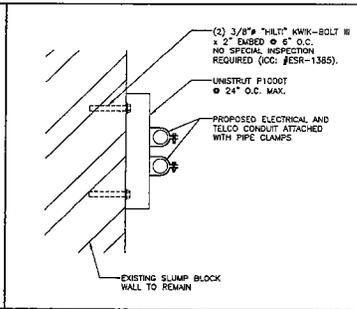
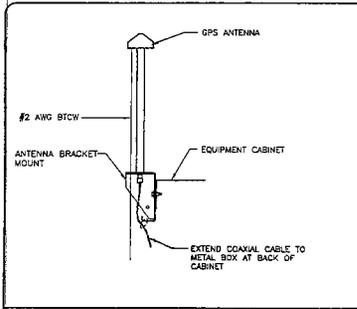
05/27/08 CD REVIEW (rol)

SHEET TITLE

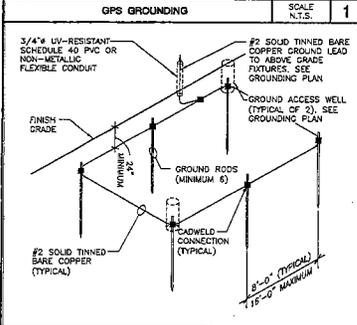
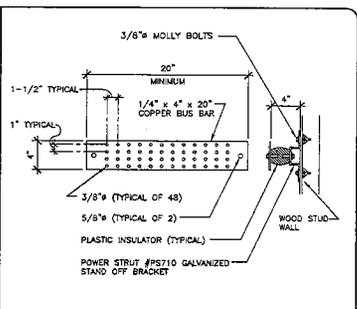
**GROUNDING PLAN  
&  
ELECTRICAL PLAN**

PROJECTS\cricket\SAN538\SAN538c13.DWG

# E-3



NO DETAIL THIS SPACE



NO DETAIL THIS SPACE

NO DETAIL THIS SPACE

NO DETAIL THIS SPACE

NO DETAIL THIS SPACE

GPS GROUNDING SCALE N.T.S. 1

2

CADWELD DETAILS SCALE N.T.S. 3

4

MASTER GROUND BUSS BAR 'MGB' SCALE N.T.S. 5

EXISTING GROUND RING SCALE N.T.S. 6

7

8

9

10

NO DETAIL THIS SPACE

NO DETAIL THIS SPACE

18

20

**BOOTH & SUAREZ**  
 ARCHITECTURE ■■■ PLANNING  
 WILBUR H. BOOTH ARCHITECT 108 WEST J. SUAREZ ARCHITECT  
 1100 BOUL. 4451, CARLSBAD, CA 92018 (760) 434-4474

PREPARED FOR  
**cricket**  
 6160 CORNERSTONE COURT, SUITE 150  
 SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
OWNER APPROVAL	DATE

PROJECT NAME  
**OTAY CAMPO SPRINT**  
 PROJECT NUMBER  
**SAN-538-B**  
 12118 CAMPO ROAD  
 SPRING VALLEY, CA 92019  
 SAN DIEGO COUNTY  
 DRAWING DATES  
 05/27/08 CD REVIEW (rat)

SHEET TITLE  
**ELECTRICAL DETAILS**  
 PROJECTS\erickaf\SAN538of\SAN538e4.DWG

**E-4**

**EXHIBIT E**

**TO AGREEMENT BETWEEN CRICKET COMMUNICATIONS, INC., A DELAWARE CORPORATION AND OTAY TO LOCATE COMMUNICATION FACILITIES AT OTAY'S 832-1&2 RESERVOIR SITE, DATED \_\_\_\_\_, \_\_\_\_\_ (THE "LEASE")**

**Memorandum of Lease**

Check one option.

- None.
- See Attached.

SD #4843-1999-1296 v8  
DRAFT 1/17/06



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	October 9, 2008
SUBMITTED BY:	David Charles <i>DC</i> Public Services Manager	W.O./G.F. NO:	aa000- DIV. NO. 5 1d1000
APPROVED BY: (Chief)	Rod Posada <i>R. Posada</i> Chief, Engineering		
APPROVED BY: (Asst. GM):	Manny Magaña <i>M. Magaña</i> Assistant General Manager, Engineering and Operations		
SUBJECT:	Request to Approve Agreement with Cricket Communications, Inc., a Delaware corporation for the installation of a Communications Facility at the 1200-1 Reservoir Site		

**GENERAL MANAGER'S RECOMMENDATION:**

That the Otay Water District (District) Board authorizes the General Manager to execute an agreement with Cricket Communications, Inc., a Delaware corporation (Cricket) for the installation of a communications facility at the 1200-1 Reservoir Site (see Exhibit A for project location).

**COMMITTEE ACTION:**

See Attachment A.

**PURPOSE:**

To obtain Board approval authorizing the General Manager to execute an agreement (see Attachment 1) with Cricket that allows the installation of a communications facility at the 1200-1 Reservoir Site. The agreement will grant Cricket 144 square feet of leased area and trench easements of right-of-way for access, power, and a communications facility.

**ANALYSIS:**

Cricket will be the second cellular provider locating its facilities on the 1200-1 Reservoir Site. Currently, Verizon is the other cellular provider at this location. The proposed wireless communication facility consists of the construction of

six unmanned communications equipment cabinets, installation of three antenna sectors, of one antenna each (total of 3 antennas), antenna façade mounted to the water tank, installation of a microwave dish antenna (for telco service feed) mounted to the water tank and the installation of underground electrical, telephone and coaxial cable. The equipment pad will be constructed within an irregular shaped area; with a total of 144 square feet of leased space.

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:**



The District will receive \$3,175 per month in rent effective upon execution of the lease agreement for a period of five years, subject to an annual inflation adjustment of 4 percent. The tenant will have the option to extend the term for three additional five-year periods. Two additional five-year extensions may be granted at the District's discretion. At the beginning of each extension term, the District may choose to adjust the annual rent, effective the first year of each extension term by 4 percent or the preceding five year average of the San Diego Metropolitan CPI, whichever is higher.

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

**LEGAL IMPACT:**

The District's Lease Agreement has been reviewed by our legal counsel. District Counsel has been an integral part in the negotiations and construction of this agreement.

**STRATEGIC GOAL:**

This item is in line with the District's strategic focus areas: Community and Governance, and Financial Health.



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

P:\WORKING\CELLULAR LEASE FILE\CRICKET\1200-1\staff report\BD 10-01-08, Staff Report, Cricket @ 1200-1 Res, (DC-RP).doc

DTC/RP:jf

Attachments: Attachment A  
Attachment 1  
Exhibit A



## ATTACHMENT A

<b>SUBJECT/PROJECT:</b> aa000- 1d1000	Request to Approve Agreement with Cricket Communications, Inc., a Delaware corporation for the installation of a Communications Facility at the 1200-1 Reservoir Site
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### COMMITTEE ACTION:

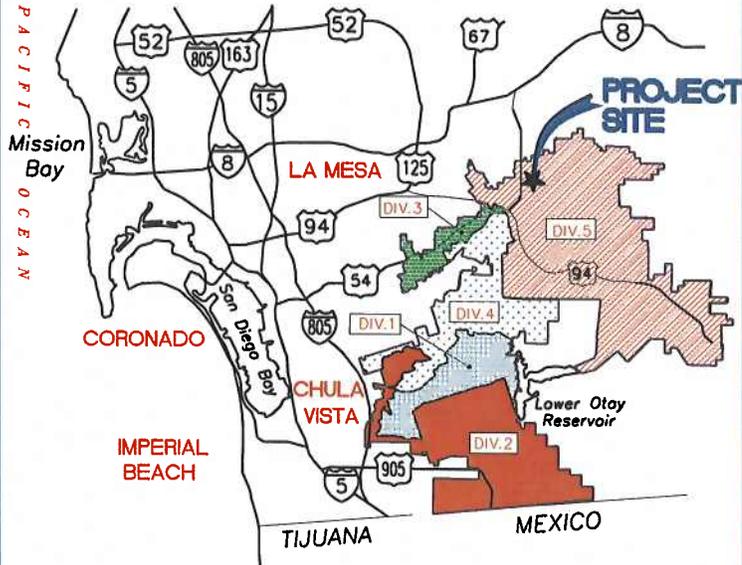
The Finance, Administration, and Communications Committee reviewed this item at a meeting held on September 15, 2008. The following comments were made:

- Staff indicated that the presented agreement is the standard agreement for cell sites and that it has been reviewed by General Counsel.
- Cricket will lease a 144 square foot area at the 1200-1 Reservoir Site for \$3,175/month. It was noted that the normal cell site lease rate is \$2,405/month. Cellular vendors requesting to place their antennas on reservoir tanks are required to pay a 32% premium.
- There is one other cellular vendor, Verizon, located at the reservoir site.
- The lease is for a five year term with an annual inflation adjustment of 4% each year. At the end of the five year term, the tenant has the option to renew the lease for another five year period, at which time, the District can adjust the rent to market (adjust the rent rate for inflation). The cellular companies must also pay an administrative fee of \$6500 to reimburse the District for administrative expenses and costs related to the supervision and assistance with the construction phases of the project.
- The committee inquired if there was any reaction by the cellular companies to the escalator. It was indicated that the the cellular companies like the escalator as it is well

defined and they know what to budget for the following year.

- The committee also inquired if staff thought about marketing the tanks for cell sites. It was indicated that the cellular companies generally locate the areas in which they have weak spots themselves and contact the landowners of the areas in which they wish to erect antennae. It was noted that not all reservoir sites have antenna leases.
- It was discussed that the cellular site leases, including the Salt Creek Golf Course lease, total approximately \$1 million in revenue annually.

Following the discussion, the committee supported staffs' recommendation and presentation to the full board on the consent calendar.



**VICINITY MAP**



SCALE: 1"=1,000'



**OTAY WATER DISTRICT**

CRICKET COMMUNICATIONS SITE

1200-1 RESERVOIR

LOCATION MAP

**EXHIBIT A**

## ATTACHMENT 1

AGREEMENT BETWEEN CRICKET  
COMMUNICATIONS, INC., A DELAWARE  
CORPORATION AND OTAY WATER DISTRICT TO  
LOCATE A COMMUNICATIONS FACILITY AT  
OTAY'S 1200-1 RESERVOIR SITE

This Agreement ("Lease") is entered into and effective on the date specified in the signature page (the "Commencement Date"), by and between the Otay Water District, a municipal water district organized and operated pursuant to the Water Code Section 71000, et seq. ("Otay"), and Cricket Communications, Inc., a Delaware corporation ("Tenant"). Any special terms or conditions agreed to by Otay and Tenant will be set forth on Exhibit A.

### RECITALS

- A. Otay owns a site on which it has constructed water facilities known as the "1200-1," as depicted on Attachment A to Exhibit B (the "Reservoir Site").
- B. Tenant has requested Otay to allow it to locate a communications facility and transmitting and receiving antennas at the Reservoir Site.

### AGREEMENT

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

1. Premises. Otay owns the real property described in Attachment B to Exhibit B (the "Property"). Otay agrees to lease to Tenant, for the installation of antennas and related telecommunications equipment, approximately 144 square feet of real property within the Property, as more particularly described on Attachment C to Exhibit B (the "Premises"). A depiction of the Property and the Premises is attached hereto as Attachment D to Exhibit B.
2. Grant of Non-Exclusive Trench Easement(s). Otay has also agreed to grant a temporary non-exclusive easement to Tenant for certain portions of the Property, as legally

described in Exhibit C to this Lease (the "Easement"), for the purpose of trenching and installation of the necessary utilities to operate Tenant's equipment. It is expressly agreed that any such Easement shall run concurrent with this Lease. Tenant agrees and understands that if the Lease is terminated or ceases to exist for any reason, the Easement shall not have any force or effect. Tenant agrees to return and maintain all portions of land subject to the Easement that are disturbed in connection with the installation, connection, maintenance, repair, access or any other Tenant activity, to their original condition at Tenant's sole cost and expense.

This easement shall be non-exclusive. Otay, or any other tenant of Otay may utilize the easement area for similar purposes or for any other purpose which does not interfere with Tenant's uses. Otay shall provide Tenant with advance notice of any intention to use the temporary easement area by Otay or any current or future tenant of Otay.

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

4. Access. Otay shall provide access to Tenant, Tenant's employees, agents, contractors and subcontractors to the Premises 24 hours a day, seven days a week, at no charge to Tenant. Otay hereby grants to Tenant such rights of ingress and egress over the Property as may be necessary and consistent with the authorized use of the Premises as outlined by Otay Operations. Subject to Otay's reasonable rules, Otay shall permit Tenant's employees, agents, contractors, subcontractors and invitees to park vehicles on the Property as necessary and consistent with the authorized use of the Premises. Otay shall, at its expense, maintain all access

roadways or driveways from the nearest public roadway to the Premises in a manner reasonably sufficient to allow access. In addition, Tenant shall obtain such permits, licenses or easements, from the owners of property adjoining the leased premises, as may be necessary for Tenant to have access to and from the leased Premises and also for access to utilities. Tenant shall provide copies of these documents to Otay prior to the start of construction.

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

6. Administrative Fee. Tenant, prior to entering on Otay Property to conduct its investigation of the Premises, shall provide Otay with a non-refundable administrative fee in the amount of TWO THOUSAND DOLLARS AND NO CENTS (\$2,000.00). This fee will defray Otay's administrative expenses and costs related to the supervision and assistance for entering on Otay Property to conduct investigation of the proposed Premises, site selection, planning, and design, including legal expenses.

Additionally, upon final execution of the Agreement by both parties, Tenant shall provide Otay with a non-refundable administrative fee in the amount of FOUR THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$4,500.00). This second administrative fee shall be used to defray Otay's administrative expenses and costs related to Otay's supervision and

assistance with construction phases of the project. These administrative fees shall not be considered rent or part of the rental installment.

7. Rent. Beginning on the Commencement Date, Tenant shall pay Otay as rent the sum of \$3,175 per month payable on the first day of each month in advance. However, at Tenant's election, Tenant may pay rent annually, in advance, if, at least 60 days prior to the Initial Term or an Extension Term, Tenant notifies the District, in writing, of its intent to pay its rent in annual payments during each year of the upcoming Extension Term or Additional Term. If the Commencement Date is other than the first day of the calendar month, the rate shall be prorated for the first month of the Initial Term.

The rent shall be increased on each calendar anniversary of the Commencement Date at a rate of four percent (4%) per annum. However, at the beginning of each Extension Term or Additional Term, if any, Otay may, at its sole and absolute discretion, choose to adjust the annual rent, effective on the first year of said Extension Term or Additional Term, by an amount equal to the greater of: (i) four percent (4%); or (ii) the amount necessary to ensure that the rent equals the amount it would have been if each annual increase during the previous Term had been calculated based on the average percentage increases in the consumer price index published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984 = 100) (the "CPI") for "All Items - All Urban Consumers" for the San Diego Metropolitan Statistical Area for the immediately preceding 5 year period. If the publication of the Consumer Price Index is discontinued, or if the Consumer Price Index is altered in some material manner, including changing the name of the index, the geographic area covered, the consumers or workers so included, or the base year, the Parties must use their reasonable best efforts to agree on a substitute index or procedure that reasonably reflects and monitors consumer prices. After such an adjustment, the rent shall increase at a rate of four percent (4%) per annum for the rest of

the applicable Extension Term or Additional Term, if any. Otay shall also have the discretion to adjust the base rent to then current market rent in the Additional Term if said market rent is greater than the CPI increase provided for in the above formula. The “then current market rent” shall be defined as the most recent rent transaction entered into by Otay with other similar tenants for the same or similar purposes.

8. Environmental. Otay represents that to the best of its knowledge the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials other than those materials normally used by Otay for the treatment of water and that there is no hazardous waste on the Premises. Notwithstanding any other provision of this Lease, Tenant relies upon the representations stated herein as a material inducement for entering into this Lease. Tenant shall not bring any hazardous materials onto the Premises except for those contained in its back-up power facilities (e.g. lead-acid batteries and diesel fuel) and properly stored, reasonable quantities of common materials used in telecommunications operations (e.g. cleaning solvents). Tenant shall handle, store and dispose of all hazardous materials it brings onto the Premises in accordance with all federal, state and local laws and regulations (“Laws”). “Hazardous materials” means any substance, chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any applicable federal, state or local law or regulation and specifically includes, but is not limited to asbestos and asbestos containing materials, polychlorinated biphenyl’s (PCBs) and petroleum or other fuels (including crude oil or any fraction or derivative thereof).

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

a. *Installation of the Facilities.* Tenant's design and installation of all portions of the Facilities shall be done according to plans approved by Otay, and such approval shall not be unreasonably withheld. The Tenant shall be responsible for painting its antennae 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 appropriate. These camouflage designs may include but are not limited to palm trees, pine trees and flag poles.

b. *Record Drawings.* Within thirty (30) days after completion of the Facilities, Tenant shall provide Otay with "record" drawings of 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, personal property and antennae 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 delivery of Tenant's record drawings, in form and content satisfactory to Otay, such drawings shall replace and supersede any similar drawings contained in any exhibit attached hereto.

c. *Alterations.* Tenant shall not alter or change its Facilities in a material manner without the prior approval of Otay, such approval not to be unreasonably withheld. "Material" refers to any physical change that could affect the building or its appearance or any change that could disrupt Otay's workplace or communications. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense in a good and workmanlike manner. Tenant shall have the right to remove all facilities it installs at its sole expense on or before the expiration or termination of this Lease.

d. *Improvements to Facilities / Additional Space.* If, at any time during the Term, Tenant requests permission from Otay to add improvements requiring construction to its then existing Facilities, the then current Administrative Fees shall be payable to Otay for reimbursement for staff time to process the new request, construction inspection and monitoring during construction. If the requested Tenant improvements include additional lease space, a new lease agreement for the additional lease space must be executed prior to start of construction and Tenant shall pay the Administrative Fees then in effect, and shall comply with Otay's requirements then in effect. The administrative fees for the additional lease space shall be in addition to, and shall not replace the administrative fees for improvements requiring construction to the Facilities.

e. *Permits and Compliance with Applicable Laws.* Prior to commencing any construction or improvements, and from time to time, as applicable, Tenant agrees to obtain all necessary approvals for its communications operations and for the Facilities and to operate and maintain the same, at all times in accordance with all applicable laws, rules and regulations.

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

ii. From time to time, as required by law or regulation in connection with the normal operation of the Facilities or as needed due to improvements or alterations to the same, Tenant shall provide Otay with copies of updated permits, licenses and/or approvals. Tenant shall provide written evidence, satisfactory to Otay of all FCC approvals and other governmental permits and approvals,

including but not limited to compliance with FCC Electromagnetic Radiation Guidelines.

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

f. *Utilities.* Tenant shall be authorized to install utilities for the Premises and the Facilities at Tenant's expense and to improve the present utilities on or near the Premises (including, but not limited to the installation of an emergency back-up power) subject to Otay's approval of the location, which approval shall not be unreasonably withheld. Tenant shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Tenant's facilities.

g. *Repair of Otay's Improvements.* Any damage done to Otay's improvement on the property during installation and/or during operations caused by Tenant or in connection with installation operation shall be repaired or replaced immediately at Tenant's expense and to Otay's reasonable satisfaction. In connection with the installation and operation of the antennae facilities, Tenant shall not locate or attach any antennae or other equipment to 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 in connection with Tenant's installation and operation of the antennae facilities.

h. *Maintenance and Repair.* At all time during the Term, Tenant shall maintain the Premises and the Facilities in a manner acceptable to Otay. Tenants use of its facilities shall not interfere with Otay's operation of its improvements.

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. Tenant agrees to provide for the proper supervision of all Tenant personnel assigned to enter and do work at the Premises. Tenant also agrees to, at its own cost and expense, comply with any and all security measures instituted by Otay from time to time.

10. Maintenance and Repair of Otay's Improvements. At any time during the Term, or while this Lease remains in effect, Otay may, at its option and upon One Hundred Twenty (120) 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 its improvements on the Premises (the "Maintenance Work"), as deemed necessary by Otay in its sole discretion. Tenant agrees to fully cooperate with Otay's efforts in connection with any Maintenance Work, including removing and re-installing any portion of the Facilities identified by Otay to be removed.

a. *Temporary Facilities.* During the course of the Maintenance Work, Tenant may install temporary antennae, at Tenant's expense, on the leased Premises subject to Otay's approval of the location. Once the Maintenance 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, as appropriate. 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.

c. *Otay's option to remove temporary facilities.* If any temporary antennae is not removed within thirty (30) days from the date the Maintenance Work is completed, Otay will have the right to remove the temporary antennae and charge Tenant for such costs.

d. *Painting of the Facilities.* If the Maintenance Work includes the painting of Otay's improvements, the Tenant shall be responsible for repainting its antennas and/or equipment to match Otay's facility. Otay will provide specifications regarding paint type, color and application method to the Tenant to accomplish this requirement. The Tenant will be required to provide painting/coating submittals to Otay prior to receiving permission to begin painting. Subject to Otay's prior written consent, Tenant may substitute an alternate paint type and application method if it reasonably determines that Otay's selection will adversely affect or otherwise degrade Tenant's wireless signal from the Reservoir Site.

11. Co-Location. Tenant agrees that Otay may enter into leases 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 will 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 lessee shall be performed at the expense of Otay or the new lessee.

12. Subleasing/Encumbrance. Tenant may 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

will require an amendment to this Lease and shall specify the terms and conditions for the sub-lease or other encumbrance.

13. Condition of the Property at Expiration or Termination. Upon the expiration or termination of this Lease as herein provided, Tenant shall surrender the Premises, and any Easements granted by Otay in connection with this Lease, to Otay in good and broom-clean condition, with all portions of the Facilities, including but not limited to equipment, supplies, buried conduits, and structures removed along with subterranean foundations to a depth of three feet below grade; or as otherwise agreed to by Otay in writing.

14. Interference. Tenant shall not use, nor shall Tenant permit its agents or invitees to use any portion of the Premises in a manner which interferes with Otay's use of the Reservoir Site for its intended purpose including communications facilities relating to Otay's operation such as telemetry/radio communications or any other pre-existing communications facilities. This would not apply to interference with a tenant of Otay whose use did not "pre-exist" this lease; except as agreed to by Tenant in connection with the co-location of any subsequent tenant's facilities. If Tenant's operation in any way interferes with Otay's telemetry/radio facilities, Tenant will have five (5) business days to correct the problem after notice from Otay. Tenant acknowledges that continuing interference will cause irreparable injury to Otay and, therefore, Otay will have the right to terminate the Lease immediately upon notice to Tenant.

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

16. Termination.

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

(i) Tenant delivers to Otay 30-day written notice at any time prior to the Commencement Date, for any reason or no reason;

(ii) Tenant gives Otay six months notice when Tenant determines at any time after the Commencement Date that any governmental or non-governmental license, permit, consent, approval, easement or restriction waiver that is necessary to enable Tenant to install or operate Tenant's facility cannot be obtained or renewed at reasonable expense or in reasonable time period.

(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 if Tenant pays Otay, as a termination fee, the lesser of twelve monthly installments of annual rent or the balance of the rent due for the remaining term of this Lease;

(iv) Otay commits a default under this Lease and fails to cure such default within a 30-day notice period, provided that if the period to diligently cure takes longer than 30 days and Otay commences to cure the default within the 30-day notice period, then Otay shall have such additional time as shall be reasonably necessary to diligently effect a complete cure;

(v) The Premises are totally or partially destroyed by fire or other casualty so as to hinder Tenant's normal operations and Otay does not provide to Tenant within ten (10) days after the casualty occurs a suitable temporary relocation site for Tenant's facility pending repair and restoration of the Premises.

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

(i) Tenant commits a default under this Lease and fails to cure such default as provided under paragraph 17, below.

17. Default.

a. *Event of Default.* The parties covenant and agree that a default or breach of this Lease (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 other payments hereunder and said default shall continue for ten (10) days after Otay provides written notice of the same; or

(ii) Either party shall default in the performance or observance of any other covenant or condition of this Lease 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 Lease.

c. *Cure Rights.* An Event of Default shall not exist unless written notice has been given in accordance with this Lease, 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 can not reasonably be cured within such thirty (30) day period, the defaulting party shall not be in breach of this Lease if it commences a cure within such period, and thereafter diligently proceeds with the actions necessary to complete such cure.

18. Destruction of Premises. If the Premises or the Facilities are destroyed or damaged, Tenant may elect to terminate this Lease as of the date of the damage or destruction by

so notifying Otay no more than thirty (30) days following the date of damage or destruction, provided Otay does not provide to Tenant, within ten (10) days after the casualty occurs, a suitable temporary relocation site for Tenant's facility pending repair and restoration of the Premises.

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

20. Insurance. Tenant shall maintain the following insurance:

- a. Commercial general liability with limits of \$5,000,000 per occurrence which may be satisfied by a primary policy with a limit of no less than \$2,000,000 and an umbrella policy of excess liability in the amount of no less than \$5,000,000;
- b. Automobile liability with the combined single limit of \$1,000,000 per accident;
- c. Worker's compensation, as required by law;
- d. Employer's liability with limits of \$1,000,000 per occurrence.

Tenant shall include Otay as an additional insured on each of the aforementioned insurance policies and the policies shall state that they are primary and that any policies Otay maintains shall be noncontributory. Tenant shall provide Otay with written certificates of

insurance evidencing such coverage. Said policies shall expressly provide that the policies shall not be canceled or altered without at least thirty (30) days prior written notice to Otay. Said policies shall be with insurance companies with an A.M. Best rating of AVII or better.

Otay takes no responsibility for the protection of Tenant's property from acts of vandalism by third parties. The insurance requirements may be changed by Otay upon giving of notice to Tenant; provided that the requirements set forth above shall be the minimum insurance requirements during the Term.

21. Indemnity. Tenant shall hold harmless, indemnify and defend Otay and each of Otay's directors, officers, managers, employees, agents and successors and assigns, from any and all claims, suits or actions of any kind and description brought forth on account of injuries to or death to any person or damage to any property, including damage to the Premises arising out of or related to its use of the Premises, except to the extent that such claims, suits or actions arise out of the sole negligence or willful misconduct of Otay.

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

23. Assignment. Tenant shall not assign this Lease except to an affiliated parent entity, subsidiary, purchaser of assets, or holder of its FCC license, without Otay's prior written consent. If, during the term of this Lease, Tenant requests the written consent of Otay to any assignment, Otay's consent thereto shall not unreasonably be withheld. Consent to one

assignment shall not be deemed to be a consent to any subsequent assignment, and any subsequent assignment without Otay's consent shall be void and shall, at Otay's option, terminate this Lease.

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

25. Resolution of Disputes. All controversies or claims arising out of or relating to this Lease shall be resolved by submission to final and binding arbitration at the offices of the American Arbitration Association ("AAA") located in San Diego, California. Such arbitration shall be conducted in accordance with the most recent version of the AAA commercial arbitration rules.

26. Choice of Law and Venue. This Lease shall be interpreted in accordance with the laws of the State of California, and any disputes shall be heard in a court of competent jurisdiction in the State of California.

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

28. Entire Agreement. This Lease contains all agreements, promises and understandings between Otay and Tenant and no verbal or oral agreements, promises or understandings shall or will be binding upon either Otay or Tenant and any addition, variation or modification to this Lease shall be in effect unless made in writing and signed by the parties hereto.

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

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

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

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

OTAY:                   Otay Water District  
                              Attn: General Manager  
                              2554 Sweetwater Springs Boulevard  
                              Spring Valley, CA 91978-2096  
                              Phone: (619) 670-2210  
                              Fax: (619) 660-0829

TENANT:               Cricket Communications, Inc.  
                              Attn: Property Manager  
                              10307 Pacific Center Court  
                              San Diego, CA 92121  
                              Phone: (858) 882-6306  
                              Fax: (858) 622-0107

With a copy to: Cricket Communications, Inc.  
Attn: Legal Department  
10307 Pacific Center Court  
San Diego, CA 92121  
Phone: (858) 882-6288  
Fax: (858) 882-6080

33. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have executed this Lease as of the \_\_\_\_ day of \_\_\_\_\_, 2008. This date is referred to as the Commencement Date in the Lease.

CRICKET COMMUNICATIONS, INC.,  
A Delaware corporation

By:  \_\_\_\_\_  
Name: Bill Leonard  
Its: Vice President – Technical Operations

OTAY WATER DISTRICT  
2554 Sweetwater Springs Blvd.  
Spring Valley, CA 91979

By: \_\_\_\_\_  
Name: Mark Watton  
Its: General Manager

Approved as to Form:

\_\_\_\_\_  
Aerobel Banuelos  
Assistant General Counsel

**EXHIBIT A**  
**SPECIAL TERMS AND CONDITIONS ADDED TO**  
**AGREEMENT BETWEEN CRICKET**  
**COMMUNICATIONS, INC., A DELAWARE**  
**CORPORATION AND OTAY TO LOCATE**  
**COMMUNICATION FACILITIES AT OTAY'S 1200-1**  
**RESERVOIR SITE, DATED \_\_\_\_\_, \_\_\_\_\_ (THE**  
**"LEASE")**

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

**SPECIAL TERMS AND CONDITIONS**

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

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

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

a. **Waiver of Otay's Lien.** With respect to any such financing entity, Otay waives any lien rights it may have concerning the Facilities, which is deemed Tenant's personal property and not fixtures attached to the Property and Tenant or, if appropriate, the financing entity has the right to remove the same at any time without Otay's consent. The financing entity shall not have the right to operate the Facilities without Otay's prior written consent, which may be denied if the financing entity does not meet the definition of financing entity above.

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

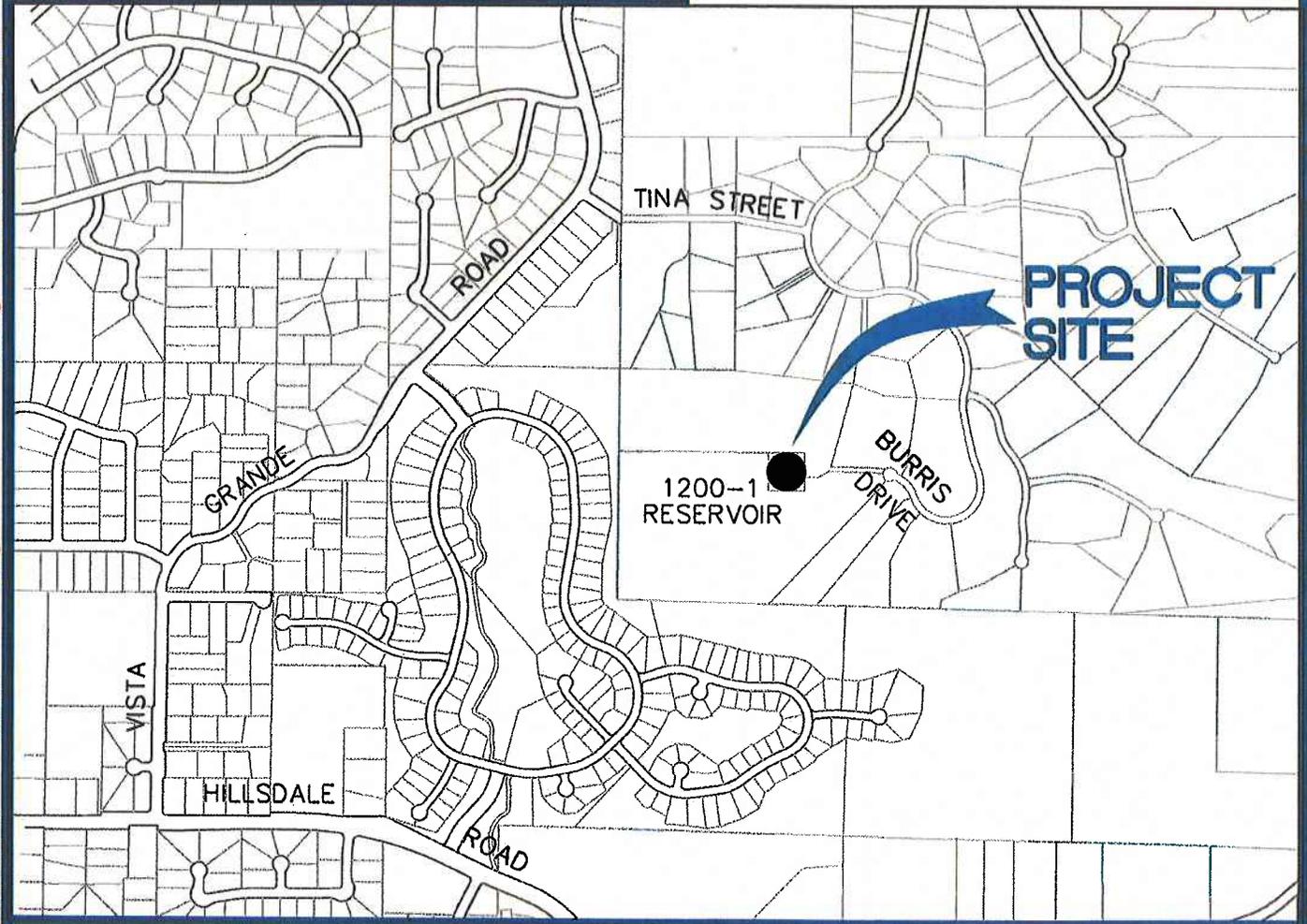
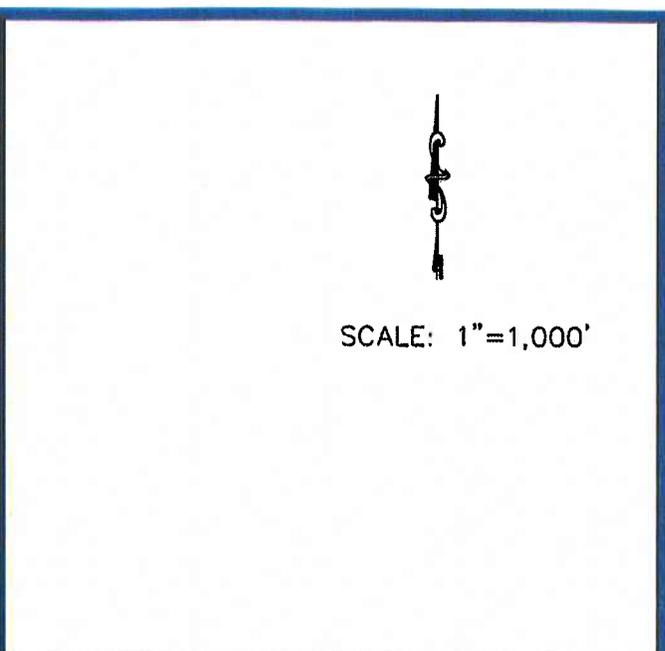
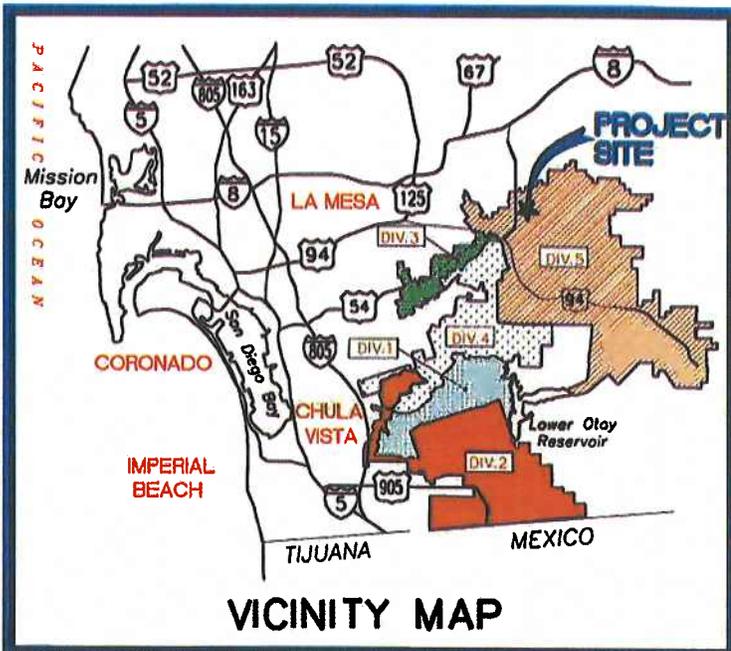
**EXHIBIT B**

**TO AGREEMENT BETWEEN CRICKET COMMUNICATIONS, INC. A DELAWARE CORPORATION AND OTAY TO LOCATE COMMUNICATION FACILITIES AT OTAY'S 1200-1 RESERVOIR SITE, DATED \_\_\_\_\_, \_\_\_\_\_ (THE "LEASE")**

**List of Attachments to Exhibit B:**

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

P:\WORKING\CELLULAR LEASE FILE\AT&T (CINGULAR)\1200-1\Agreement\ExhibitBAttA.dwg 8/13/2008 11:09:19 AM PDT



**OTAY WATER DISTRICT**  
 CRICKET COMMUNICATIONS SITE  
 1200-1 RESERVOIR  
 LOCATION MAP

**EXHIBIT B ATTACHMENT A**

**EXHIBIT B  
ATTACHMENT B  
LEGAL DESCRIPTION OF THE PROPERTY  
OTAY WATER DISTRICT  
CRICKET COMMUNICATIONS SAN532-B  
1697 BURRIS DRIVE, EL CAJON, CA 92019**

THAT PORTION OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 1 EAST, SAN BERNADINO BASE AND MERIDIAN IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION, DISTANT THEREON SOUTH 89°23'43" WEST, 281.08 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION; THENCE SOUTH 00°36'17" EAST, 1833.63 FEET TO THE TRUE POINT ON BEGINNING; THENCE SOUTH 89°41'14" WEST 210.00 FEET; THENCE SOUTH 00°18'46" EAST 222.00 FEET; THENCE NORTH 89°41'14" EAST, 210.00 FEET; THENCE NORTH 00°18'46" WEST, 222.00 FEET TO THE TRUE POINT OF BEGINNING.



*Charles W. Christensen*

CHARLES W. CHRISTENSEN, RCE 8195

08.29.08  
DATE

**EXHIBIT B  
ATTACHMENT C  
LEGAL DESCRIPTION OF THE PREMISES  
OTAY WATER DISTRICT #1200-1  
CRICKET COMMUNICATIONS SAN532-B  
1697 BURRIS DRIVE, EL CAJON, CA 92019**

EQUIPMENT EASEMENT

AN EQUIPMENT EASEMENT LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 1 EAST, SAN BERNADINO BASE AND MERIDIAN IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AS SHOWN ON COUNTY OF SAN DIEGO TRACT 4394-2 ACCORDING TO MAP THEREOF NO. 12574, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY FEBRUARY 28, 1990 AS FILE NO. 90-108252. SAID PORTION ALSO BEING THE PARCEL OF LAND LABELED "NOT A PART" AS SHOWN ON SAID MAP NO. 12574, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND LABELED "NOT A PART" AS SHOWN ON SAID MAP NO. 12574; SAID POINT BEING A 2" IRON PIPE MARKED "RCE 18136" PER SAID MAP NO. 12574; THENCE LEAVING SAID SOUTHEASTERLY CORNER NORTH 46°44'34" WEST, 176.89 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 00°00'00" EAST, 15.33 FEET; THENCE NORTH 90°00'00" EAST, 5.44 FEET; THENCE SOUTH 27°03'16" EAST, 17.22 FEET; THENCE SOUTH 90°00'00" WEST, 13.27 FEET TO THE POINT OF BEGINNING.

BEARINGS SHOWN HEREON ARE BASED UPON SAID MAP NO. 12574.

SAID EASEMENT CONTAINING 144 SQUARE FEET, MORE OR LESS.



Charles W. Christensen  
CHARLES W. CHRISTENSEN, RCE 8195

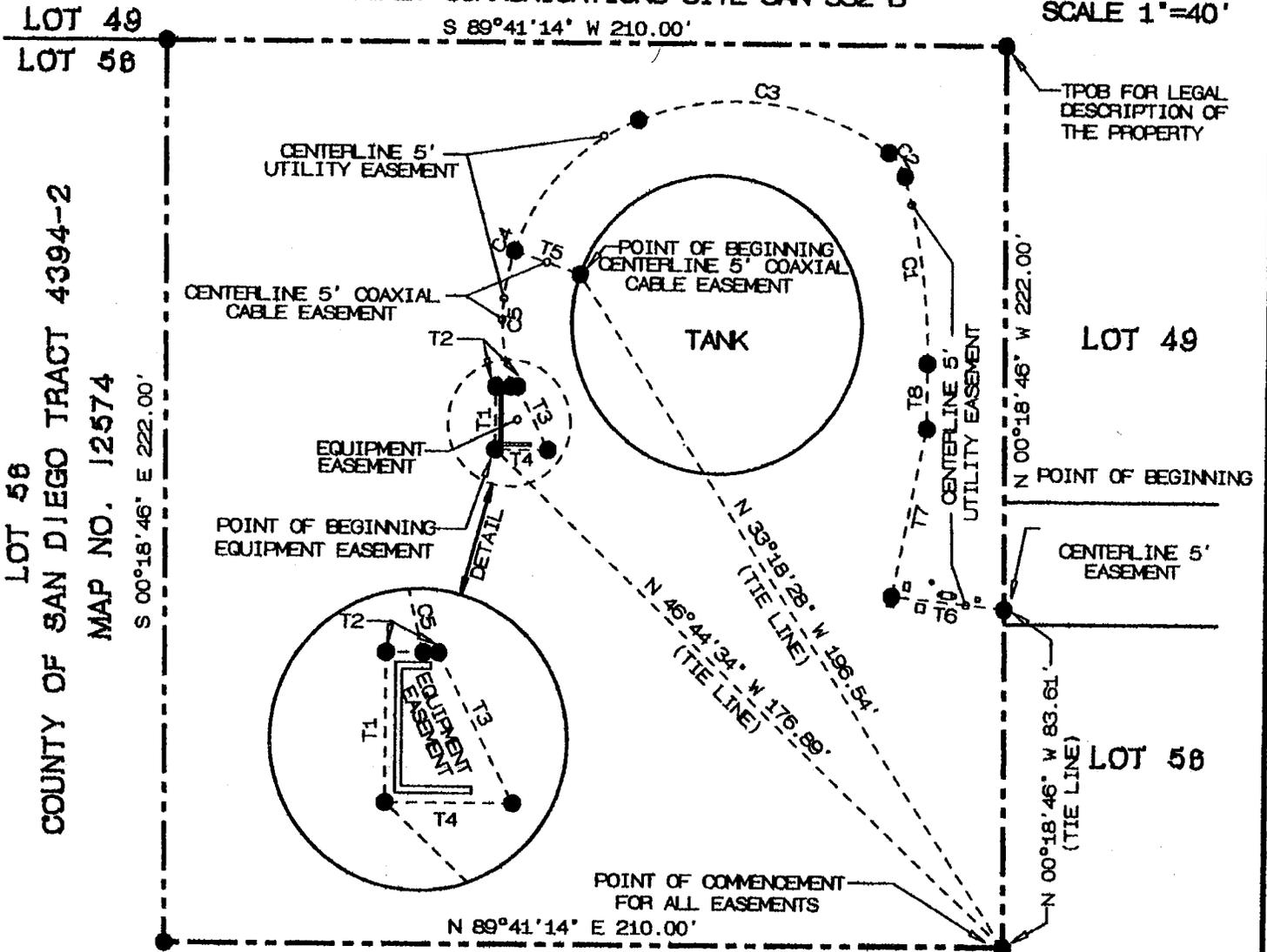
08.29.08  
DATE

# EXHIBIT B

ATTACHMENT D  
 DEPICTION OF THE PROPERTY-  
 PREMISES-TEMPORARY TRENCH EASEMENT  
 OTAY WATER DISTRICT #1200-1  
 CRICKET COMMUNICATIONS SITE SAN-532-B



SCALE 1"=40'



## DATA TABLE

T NO.	DIRECTION	DISTANCE	C NO.	RADIUS	DELTA	LENGTH
1	N 00°00'00" E	15.33'	1	174.50'	15°16'38"	46.53'
2	N 90°00'00" E	5.44'	2	10.50'	39°40'06"	7.27'
3	S 27°03'16" E	17.22'	3	66.50'	57°15'23"	66.45'
4	S 90°00'00" W	13.27'	4	54.00'	85°01'05"	80.13'
5	N 71°08'31" W	17.46'	5	54.00'	35°58'12"	33.90'
6	N 84°09'47" W	28.31'				
7	N 11°33'47" E	41.92'				
8	N 00°06'29" E	15.84'				

BEARINGS SHOWN HEREON ARE BASED UPON MAP NO. 12574.

*Charles W. Christensen*

08-29-08  
 08-22-08  
 08-05-08

CHARLES W. CHRISTENSEN, R.C.E. 8195

Date

**CHRISTENSEN ENGINEERING & SURVEYING**

CIVIL ENGINEERS

LAND SURVEYORS

PLANNERS

7888 SILVERTON AVENUE, SUITE 'J', SAN DIEGO, CALIFORNIA 92126

TELEPHONE: (858)271-9901

FAX: (858)271-8912



**EXHIBIT C**

**TO AGREEMENT BETWEEN CRICKET COMMUNICATIONS, INC., A DELAWARE CORPORATION AND OTAY TO LOCATE COMMUNICATION FACILITIES AT OTAY'S 1200-1 RESERVOIR SITE, DATED \_\_\_\_\_, \_\_\_\_\_ (THE "LEASE")**

**DEPICTION AND LEGAL DESCRIPTION OF TEMPORARY TRENCH EASEMENT**

Easement Requested?  Yes  No  
Easement Granted?  Yes  No

**If Easement granted, complete the following information:**

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

A drawing depicting the Easement is attached hereto. Tenant may not sell, transfer or assign the Easement herein granted to Tenant. Tenant's rights under the Easement are specifically limited to the installation of such power lines, transmission lines and other communications lines and accessories as required to efficiently operate Tenant's communication facilities on the Premises.

The Easement shall **automatically terminate** on the day that is thirty (30) years from the date of the Lease. However, if the Lease is terminated earlier for any reason, the Easement will become unenforceable and, for all purposes, terminate on the date the Lease is terminated.

Grantor reserves the right to use the lands that are subject to the Easement in a manner such that it will not interfere with Tenant's use thereof.

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

Tenant agrees to indemnify, defend and hold harmless the Grantor for any damage to property or person (including death) and any, claim, suit, action, cost or expense arising in connection with the Easement or Tenant's use or installation of any item, line, facility or other thing in connection therewith.

Tenant agrees to maintain the portion of the Property subject to the Easement in substantially the condition it is on the date the Lease is executed, excepting only such changes as are accepted by Otay in writing.

**EXHIBIT C**  
**LEGAL DESCRIPTION OF TEMPORARY EASEMENT**  
**OTAY WATER DISTRICT #1200-1**  
**CRICKET COMMUNICATIONS SAN532-B**  
**1697 BURRIS DRIVE, EL CAJON, CA 92019**

UTILITY EASEMENT

A 5.00 FOOT UTILITY EASEMENT LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 1 EAST, SAN BERNADINO BASE AND MERIDIAN IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AS SHOWN ON COUNTY OF SAN DIEGO TRACT 4394-2 ACCORDING TO MAP THEREOF NO. 12574, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY FEBRUARY 28, 1990 AS FILE NO. 90-108252. SAID PORTION ALSO BEING THE PARCEL OF LAND LABELED "NOT A PART" AS SHOWN ON SAID MAP NO. 12574. THE CENTERLINE OF SAID 5.00 FOOT EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND LABELED "NOT A PART" AS SHOWN ON SAID MAP NO. 12574, SAID POINT BEING A 2" IRON PIPE MARKED "RCE 18136" PER SAID MAP NO. 12574; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID PARCEL NORTH 00°18'46" WEST, 83.61 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY LINE NORTH 84°09'47" WEST, 28.31 FEET; THENCE NORTH 11°33'47" EAST, 41.92 FEET TO A POINT WHICH LIES 1.50 FEET EASTERLY OF THE WESTERLY FACE OF ASPHALT BERM AS IT EXISTED IN AUGUST 2008; THENCE NORTHERLY AND PARALLEL WITH SAID BERM NORTH 00°06'29" EAST, 15.84 FEET TO THE BEGINNING OF A TANGENT 174.50 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°16'38", 46.53 FEET TO THE BEGINNING OF A TANGENT 10.50 FOOT RADIUS COMPOUND CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°40'06", 7.27 FEET TO THE BEGINNING OF A TANGENT 66.50 FOOT RADIUS COMPOUND CURVE CONCAVE SOUTHERLY; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°15'23", 66.45 FEET TO THE BEGINNING OF TANGENT 54.00 FOOT RADIUS COMPOUND CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°01'05", 80.13 FEET TO THE END OF SAID EASEMENT. THE SIDELINES OF SAID PROPOSED EASEMENT TO BE LENGTHENED OR SHORTENED SO AS TO TERMINATE AT THE BEGINNING OF SAID EASEMENT ON THE EASTERLY LINE OF THE PARCEL LABELED "NOT A PART" AS SHOWN ON SAID MAP NO. 12574 AND AT THE END OF SAID EASEMENT ON A LINE WHICH BEARS NORTH 90°00'00" EAST.

COAXIAL CABLE EASEMENT

A 5.00 FOOT COAXIAL CABLE EASEMENT LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 1

**EXHIBIT C**  
**LEGAL DESCRIPTION OF TEMPORARY EASEMENT**  
**OTAY WATER DISTRICT #1200-1**  
**CRICKET COMMUNICATIONS SAN532-B**  
**1697 BURRIS DRIVE, EL CAJON, CA 92019**

EAST, SAN BERNADINO BASE AND MERIDIAN IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AS SHOWN ON COUNTY OF SAN DIEGO TRACT 4394-2 ACCORDING TO MAP THEREOF NO. 12574, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY FEBRUARY 28, 1990 AS FILE NO. 90-108252. SAID PORTION ALSO BEING THE PARCEL OF LAND LABELED "NOT A PART" AS SHOWN ON SAID MAP NO. 12574. THE CENTERLINE OF SAID 5.00 FOOT EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND LABELED "NOT A PART" AS SHOWN ON SAID MAP NO. 12574, SAID POINT BEING A 2" IRON PIPE MARKED "RCE 18136" PER SAID MAP NO. 12574; THENCE LEAVING SAID SOUTHEASTERLY CORNER NORTH 33°18'28" WEST, 196.54 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHWESTERLY FACE OF THE EXISTING WATER TANK AS IT EXISTED IN AUGUST 2008; THENCE, NORTH 71°08'31" WEST, 17.46 FEET TO A POINT ON A 54.00 FOOT RADIUS CURVE, A RADIAL TO SAID POINT BEARS NORTH 71°08'31" WEST, SAID POINT ALSO BEING 1.50 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY FACE OF ASPHALT BERM AS IT EXISTED IN AUGUST 2008; THENCE SOUTHERLY ALONG SAID ARC THROUGH A CENTRAL ANGLE 35°58'12", 33.90 FEET TO THE END OF SAID EASEMENT. THE SIDELINES OF SAID PROPOSED EASEMENT TO BE LENGTHENED OR SHORTENED SO AS TO TERMINATE AT THE BEGINNING OF SAID EASEMENT ON THE FACE OF THE EXISTING WATER TANK AS IT EXISTED IN AUGUST 2008 AND AT THE END OF SAID EASEMENT ON A LINE WHICH BEARS NORTH 90°00'00" EAST.

BEARINGS SHOWN HEREON ARE BASED UPON MAP NO. 12574.



*Charles W. Christensen*

CHARLES W. CHRISTENSEN, RCE 8195

08.29.08  
DATE

## EXHIBIT D

TO AGREEMENT BETWEEN CRICKET  
COMMUNICATIONS, INC., A DELAWARE  
CORPORATION AND OTAY TO LOCATE  
COMMUNICATION FACILITIES AT OTAY'S 1200-1  
RESERVOIR SITE, DATED \_\_\_\_\_, \_\_\_\_\_ (THE  
"LEASE")

List of Attachments to Exhibit D:

Attachment A. Depiction of the Telecommunication Facilities

Attachment B. Permits

OTAY  
WATER DISTRICT  
RECEIVED  
2008 JUL -2 AM 10:00

# cricket

Application # **P08-001**  
**PLAN**  
 Approved BY THE SAN DIEGO  
 COUNTY PLANNING COMMISSION  
 ON June 12, 2008  
 (DATE)  
 ERIC GIBSON  
 ACTING SECRETARY  
*[Signature]*

**BURRIS TANK**  
**1697 BURRIS DRIVE**  
**EL CAJON, CA 92019**  
**SAN-532-B**

**RECEIVED**  
 FEB 25 2008  
 DEPARTMENT OF PLANNING  
 AND LAND USE

**Booth & Suarez**  
 ARCHITECTURE & PLANNING  
 4031 SORRENTO VALLEY BOULEVARD  
 SAN DIEGO, CA 92121  
 (619) 437-1000

PREPARED FOR  
**cricket**  
 4031 SORRENTO VALLEY BOULEVARD  
 SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
CIRCULAR APPROVAL	DATE
LANDLORD APPROVAL	DATE

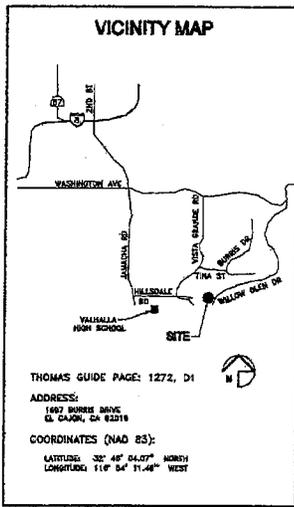
PROJECT NAME  
**BURRIS TANK**  
 PROJECT NUMBER  
**SAN-532-B**  
 1697 BURRIS DRIVE  
 EL CAJON, CA 92019  
 SAN DIEGO COUNTY

DRAWING DATES

09/26/07	LOGIC DRAWING (40)
10/12/07	2D REVIEW (40)
11/02/07	2D REVIEW (41)
11/21/07	PLANNING SUBMITTAL (40)
02/05/08	REVISED 2D (40)

SHEET TITLE  
**TITLE SHEET**

PROJECT: crissm\San-532\San-532B\T1.dwg



**ACCESSIBILITY DISCLAIMER**  
 THIS PROJECT IS AN UNOCCUPIED WIRELESS PCS TELECOMMUNICATIONS FACILITY AND, ACCORDING TO WRITTEN INTERPRETATION FROM THE CALIFORNIA DEPARTMENT OF THE STATE ARCHITECT, IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS.

**CONSULTANT TEAM**

**ARCHITECT:**  
 WILLIAM BOOTH & ROBERT SUAREZ  
 ARCHITECTURE & PLANNING  
 P.O. BOX 4481  
 CARLSBAD, CA 92008  
 (760) 434-0474  
 (760) 434-8296 (FAX)

**ELECTRICAL CONSULTANT:**  
 WALTER D. CAMP, ELECTRICAL ENGINEER, PE  
 8211 STATION VILLAGE LANE #1202  
 SAN DIEGO, CA 92126  
 (619) 344-3466

**PLANNING:**  
 MORGAN TELECOM, INC.  
 4031 SORRENTO VALLEY BOULEVARD  
 SAN DIEGO, CA 92121  
 CONTACT: FRANKLIN GROSZCO  
 (619) 822-2366

**PROJECT SUMMARY**

**APPLICANT:**  
 CRICKET COMMUNICATIONS  
 4031 SORRENTO VALLEY BOULEVARD  
 SAN DIEGO, CA 92121  
 CONTACT: DAVID FURMAN  
 (619) 354-5560

**OWNER:**  
 OTAY WATER DISTRICT  
 2554 CHESTNUT SPRINGS BLVD  
 SPRING VALLEY, CA 91977  
 SITE CONTACT: DAN KADONAGIARD  
 (619) 676-2288

**PROJECT DESCRIPTION:**

- INSTALLATION OF THREE TELECOMMUNICATION CABINETS, ONE CMO EQUIPMENT CABINET, ONE MICROWAVE CABINET, & A PFC CABINET ON A CONCRETE SLAB ON GRADE ABOVE SLUMP BLUDGE ENCLOSURE
- INSTALLATION OF THREE ANTENNA SECTORS, OF ONE ANTENNA EACH (TOTAL OF 3 ANTENNAS); ANTENNA FASADE MOUNTED TO WATER TANK.
- INSTALL NEW TELCO SERVICE FROM EXISTING ON-SITE TELCO SUBSTANT.
- INSTALLATION OF MICROWAVE DISH ANTENNA (FOR TELCO SERVICE FEED) MOUNTED TO WATER TANK.
- INSTALLATION OF NEW 100 AMP ELECTRICAL SERVICE FROM NEW MULTI-METER UTILITY RACK.

**LEGAL DESCRIPTION:** SEE SHEET "A-C"

**PROJECT ADDRESS:** 1697 BURRIS DRIVE  
 EL CAJON, CA 92019

**ASSESSORS PARCEL NUMBER:** 817-282-00-00

**EXISTING ZONING:** A-70

**EXISTING SITE AREA:** 48,600 SQ. FT.  
 = 1.107 ACRES

**EXISTING PROPERTY OCCUPANCY & USE:** WATER TANK

**PROPOSED PROJECT AREA:**  
 BLOCK ENCLOSURE: 88 SQ. FT.

**PROPOSED OCCUPANCY:** NONE  
 (EXTERIOR EQUIPMENT CABINETS ONLY)

**TELECOMMUNICATION FACILITIES:** THERE IS ONE EXISTING WIRELESS TELECOMMUNICATION FACILITY ON SITE.

**SHEET SCHEDULE**

T-1	TITLE SHEET AND FRONT DATA
A-0	SITE PLAN AND LEGAL DESCRIPTION
A-1	ETS EQUIPMENT PLAN & EQUIPMENT ELEVATION
A-2	ENLARGED ANTENNA PLAN
A-3	EXTERIOR ELEVATIONS
A-4	EXTERIOR ELEVATIONS
A-5	ANTENNA DETAILS

**SCALE**

THE DRAWING SCALES SHOWN IN THIS SET REPRESENT THE CORRECT SCALE ONLY WHEN THESE DRAWINGS ARE PRINTED IN A 24" x 36" FORMAT. IF THIS DRAWING SET IS NOT 24" x 36", THIS SET IS NOT TO SCALE.

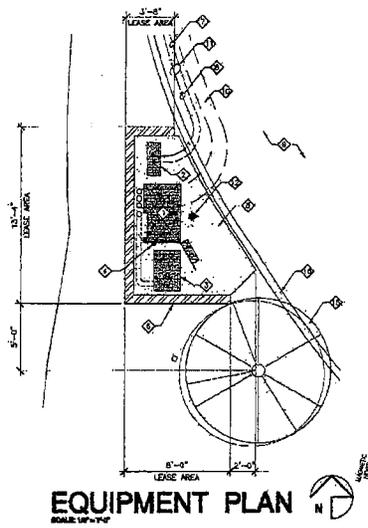
**APPLICABLE CODES**

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:  
 CALIFORNIA STATE BUILDING CODE, TITLE 24, 2001 EDITION  
 CALIFORNIA PLUMBING CODE, 2001 EDITION  
 CALIFORNIA MECHANICAL CODE, 2001 EDITION  
 CALIFORNIA ELECTRICAL CODE, 2001 EDITION  
 IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.

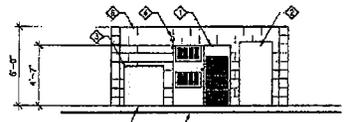
**CASE # P08-001**

**T-1**

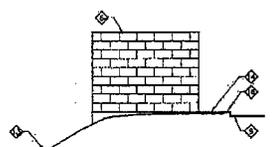




**EQUIPMENT PLAN**  
SCALE: 1/4" = 1'-0"



**EQUIPMENT ELEVATION**  
SCALE: 1/4" = 1'-0"



**ENCLOSURE ELEVATION**  
SCALE: 1/4" = 1'-0"

**KEYED NOTES:**

- ◆ PROPOSED CRICKET COMMUNICATIONS CMO EQUIPMENT CABINET, 85" WIDE x 30" DEEP x 55" HIGH, WEIGHT 2500 LBS. PROVIDE MANUAL SWITCH WITH TIMER FOR CABINET LIGHT
- ◆ PROPOSED PTC CABINET WITH 200 AMP SUB-PANEL AND TIE-LO BACKBOARD
- ◆ PROPOSED MICROWAVE CABINET (24" x 36" x 48" HIGH)
- ◆ PROPOSED GPS ANTENNA MOUNTED TO EQUIPMENT CABINET
- ◆ PROPOSED POURED-IN-PLACE CONCRETE PAD ON GRADE
- ◆ PROPOSED 8" x 8" x 18" x 4'-0" HIGH SLUMP BLOCK ENCLOSURE ("NOISE CONTROL ELEMENT"). ENCLOSURE IS TO BE PAINTED "PAVED BLUE GREEN" TO MATCH WATER TANK
- ◆ PROPOSED UNDERGROUND POWER CONDUIT
- ◆ PROPOSED UNDERGROUND TELECO CONDUIT
- ◆ EXISTING ASPHALT PAVING AREA
- ◆ PROPOSED CONDUIT TRENCH
- ◆ PROPOSED JOINT UTILITY TRENCH PATCH & REPAIR IN-GOING PAVING AREA DAMAGED DURING COURSE OF CONSTRUCTION
- ◆ SLOPE CONCRETE PAD (1% MINIMUM)
- ◆ EXISTING SLOPED EMBANKMENT
- ◆ POUR CONCRETE PAD FLUSH WITH EXISTING ASPHALT CURB
- ◆ EXISTING PINE TREE TO REMAIN
- ◆ EXISTING ASPHALT CURB REPAIR IN-GOING WHERE DAMAGED DURING COURSE OF CONSTRUCTION

**Booth & Suarez**  
ARCHITECTURE || PLANNING  
WILLIAM W. BOOTH, ARCHITECT BOULEVARD 2, JARVIS, ARCHITECT  
1400 10th AVE. SAN DIEGO, CA 92101 (619) 534-9454

PREPARED FOR  
**cricket**  
4051 SORRENTO VALLEY BOULEVARD  
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ADJUSTMENT	DATE
CIRCULAR APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME  
**BURRIS TANK**  
PROJECT NUMBER  
**SAN-532-B**  
1697 BURRIS DRIVE  
EL CAMON, CA 92018  
SAN DIEGO COUNTY

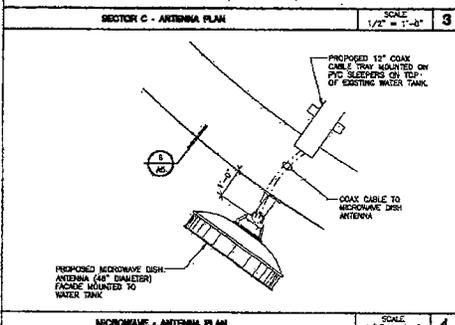
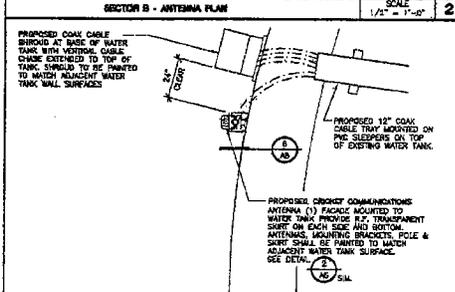
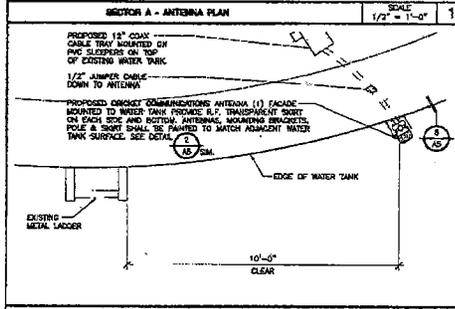
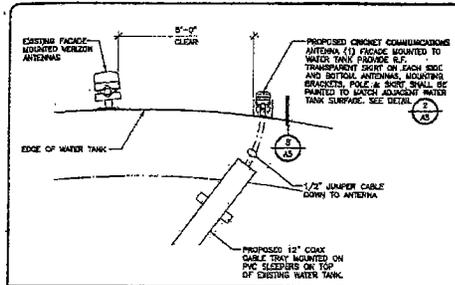
DRAWING DATES

DATE	DESCRIPTION
09/28/07	LEASE EXHIBIT (c)
10/12/07	2D REVIEW (c)
11/02/07	2D REVIEW (c)
11/21/07	PLANNING SUBMITTAL (c)
02/05/08	REVISED 2D (c)

SHEET TITLE  
**BTS EQUIPMENT PLAN  
&  
EQUIPMENT ELEVATION**

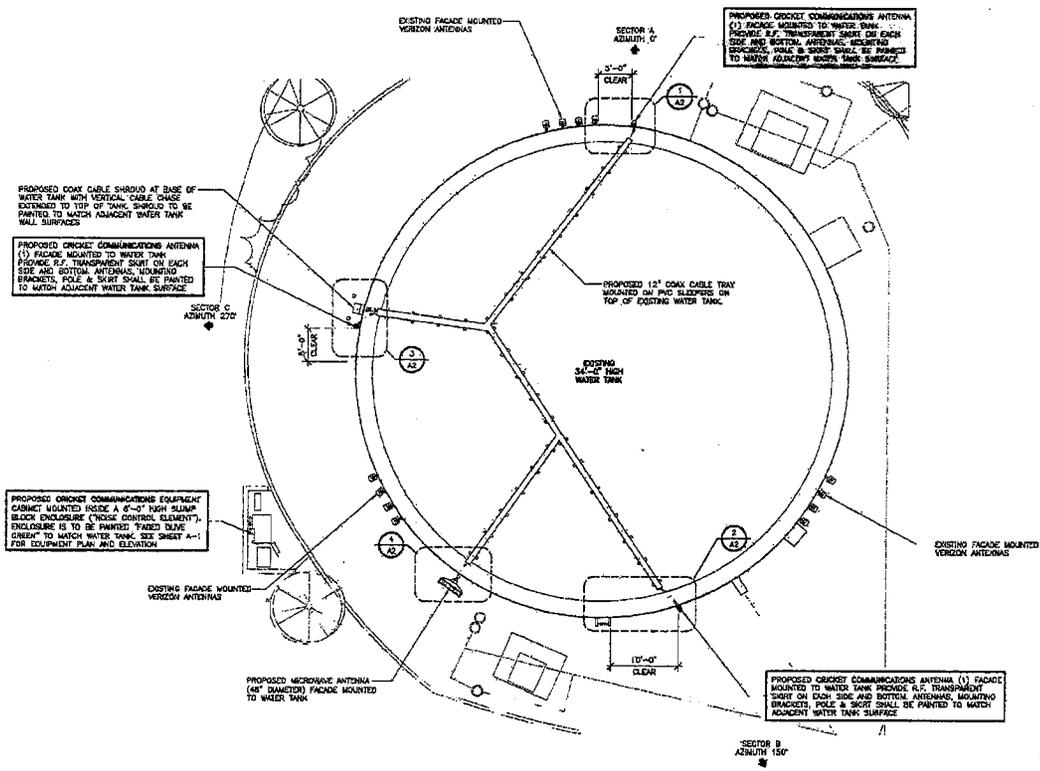
PROJECTS\Cricket\BTS\SAN-532\BTS\BTS-532B\A1.dwg

**A-1**



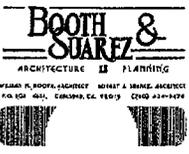
ANTENNA AND COAXIAL CABLE SCHEDULE									
SECTOR	DIRECTION	ANTENNA	MODEL NUMBER	HEIGHT	REF. NUMBER	MIN. WIRE GAUGE	COAX. CABLE GAUGE	ANTENNA LENGTH	COAX. CABLE LENGTH
A1	NORTH	CR	CR-01-01-01-01-01	0'		2	100'-0"	3'-0"	270'
A2	SOUTH	CR	CR-01-01-01-01-01	0'		2	170'-0"	3'-0"	270'
C1	WEST	CR	CR-01-01-01-01-01	0'		2	110'-0"	3'-0"	270'

- NOTES:
- FIELD VERIFY ALL CABLE LENGTHS PRIOR TO ORDERING CABLE.
  - VERIFY ROUTE AND LENGTH OF CABLE PRIOR TO CUTTING. ADJUST INDICATED ROUTE AS REQUIRED TO CLEAR EXISTING OBSTRUCTIONS AND MAINTAIN REQUIRED CLEARANCE OF EXISTING EQUIPMENT.
  - VERIFY MODEL NUMBER OF ANTENNA WITH CRICKET COMMUNICATIONS.



**ENLARGED ANTENNA PLAN**

- NOTES:
- THE LOCATION OF ANTENNAS SHALL BE A MINIMUM OF 10 FEET (CLEAR) FROM POSED LADDERS OR ANY EQUIPMENT THAT COULD INTERFERE WITH THE NORMAL PERFORMANCE OF THEIR JOBS.
  - ROOF MOUNTED COAX CABLE TRAYS SHALL BE LOCATED IN A WAY THAT THERE IS A MINIMUM 3 FOOT (CLEAR) HORIZONTAL SEPARATION FROM THE TANK ROOF ACCESS/VENTS OR ALL TANK COVERS ON THESE COAX TRAYS SHALL BE SECURED WITH A MINIMUM OF STEEL BANDING SURROUNDING THE TRAY AND COVER AT THE BEGINNING AND END OF EACH PIECE AND AT 5 FOOT INTERVALS. EACH SEGMENT OF THESE COVERS WILL BE CLEARLY AND PERMANENTLY MARKED IN A WAY THAT IDENTIFIES THE OWNER.
  - UNDER NO CIRCUMSTANCES SHALL DRILLING OR WELDING BE ALLOWED ON CRICKET FACILITIES.
  - PAINT CONTENT ON TANKS MAY BE HAZARDOUS. THE DISTRICT WILL PROVIDE A COATING DATA SHEET. IF REQUIRED, OLD MATERIAL SHALL BE HANDLED AND DISPOSED OF PER CALIFORNIA GUIDELINES AND A DISPOSAL MANIFEST SHALL BE PROVIDED TO THE DISTRICT. ANY COSTS ASSOCIATED WITH THE HANDLING, TRANSPORTATION, AND SUBSEQUENT STORAGE OF THIS MATERIAL IS SOLELY THAT OF THE CRICKET CONTRACTOR.



PREPARED FOR

**cricket**

4051 SORRENTO VALLEY BOULEVARD  
SAN DIEGO, CA 92121

APPROVALS

REP.	DATE
OWNER	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
COUNCIL APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME

**BURRIS TANK**

PROJECT NUMBER

**SAN-532-B**

1597 BURRIS DRIVE  
EL CAJON, CA 92019  
SAN DIEGO COUNTY

DRAWING DATES

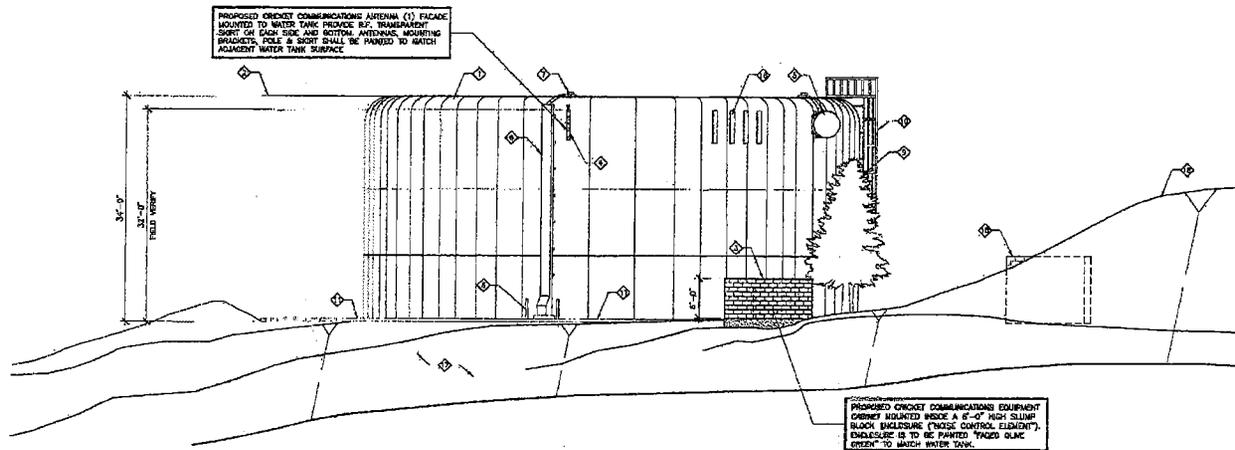
08/13/07	PRELIM 2D REVIEW (s)
10/12/07	REVISED 2D (s)
11/09/07	REVISED 3D (s)
11/21/07	PLANNING SUBMITTAL (s)
02/05/08	REVISED 3D (s)

SHEET TITLE

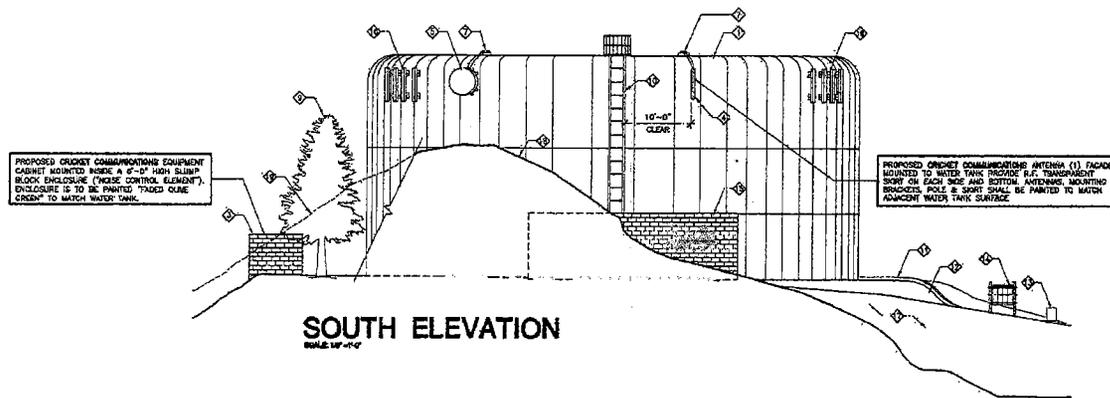
**ENLARGED ANTENNA PLAN**

PROJECT: cricket/SAN532B.dwg

**A-2**



**WEST ELEVATION**  
SCALE: 1/4"=1'-0"



**SOUTH ELEVATION**  
SCALE: 1/4"=1'-0"

**KEYED NOTES**

- ◆ EXISTING 34'-0" HIGH WATER TANK
- ◆ TOP OF WATER TANK
- ◆ PROPOSED CRICKET COMMUNICATIONS SLUMP BLOCK ENCLOSURE
- ◆ PROPOSED CRICKET COMMUNICATIONS ANTENNA FACADE MOUNTED TO WATER TANK. SEE DETAIL A/C
- ◆ PROPOSED MICROPHONE ANTENNA FACADE MOUNTED TO WATER TANK
- ◆ PROPOSED COAX CABLE SHOULDER AT BASE OF WATER TANK WITH VERTICAL CHAIRS EXTENDED TO TOP OF TANK. SHOULDER TO BE PAINTED TO MATCH ADJACENT WATER TANK WALL SURFACES
- ◆ PROPOSED COAX CABLE TRAY ON ROOF OF EXISTING WATER TANK
- ◆ PROPOSED 42" HIGH CONCRETE FILLED STEEL BOLLARDS (PAINTED YELLOW)
- ◆ EXISTING PINE TREE TO REMAIN
- ◆ EXISTING METAL LADDER
- ◆ EXISTING AC BERM
- ◆ EXISTING ASPHALT ACCESS ROAD
- ◆ EXISTING TELCO PIEDestal (TELCO SERVICE CONNECTION)
- ◆ EXISTING EDGE METER TO BE REMOVED AND INSTALL NEW 1/2" GAND SOCKET WATER METER. (POWER SERVICE CONNECTION)
- ◆ EXISTING VERSION WIRELESS CONCRETE BLOCK REPAIRING WALL
- ◆ EXISTING VERSION WIRELESS FACADE MOUNTED ANTENNAS
- ◆ EXISTING NATIVE LANDSCAPE TO REMAIN
- ◆ EXISTING GRADE APPROXIMATELY 55'-0" SOUTH OF WATER TANK
- ◆ EXISTING ADJACENT GRADE REMOVED FOR CLARITY

PREPARED FOR  
**cricket®**  
4031 SORRENTO VALLEY BOULEVARD  
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
TOWNING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
COUNCIL APPROVAL	DATE
LANDLORD APPROVAL	DATE

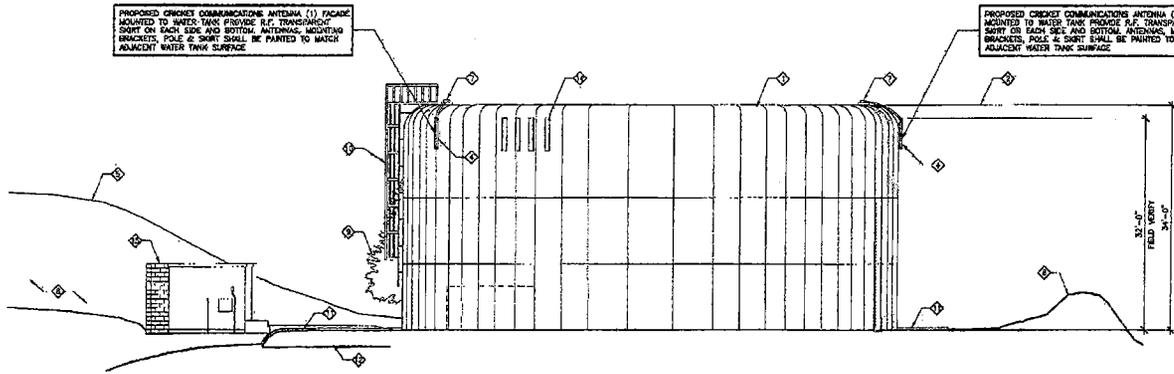
PROJECT NAME  
**BURRIS TANK**  
PROJECT NUMBER  
**SAN-532-B**  
1807 BURRIS DRIVE  
EL CAJON, CA 92019  
SAN DIEGO COUNTY

DRAWING DATES

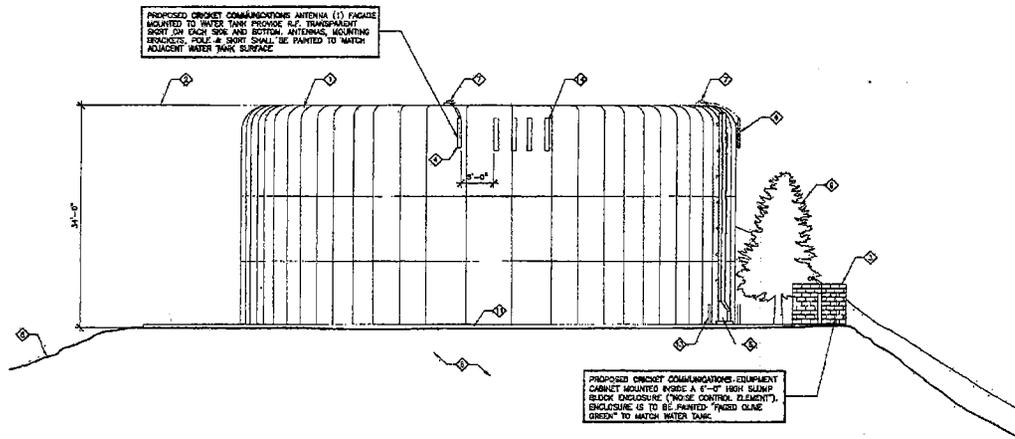
09/28/07	LEASE EXHIBIT (L)
10/15/07	REVISION 20 (R)
11/02/07	REVISION 20 (R)
11/21/07	PLANNING SUBMITTAL (P)
02/06/08	REVISION 20 (R)

SHEET TITLE  
**EXTERIOR ELEVATIONS**

PROJECTS: crickets/SAN-532BurTank-SAN-532B&A.dwg



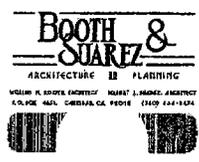
**EAST ELEVATION**  
SCALE: 1/8"=1'-0"



**NORTH ELEVATION**  
SCALE: 1/8"=1'-0"

**KEYED NOTES**

- ◇ EXISTING 34'-0" HIGH WATER TANK
- ◇ TOP OF WATER TANK
- ◇ PROPOSED CRICKET COMMUNICATIONS TAN SLUMP BLOCK ENCLOSURES
- ◇ PROPOSED CRICKET COMMUNICATIONS ANTENNA FACADE MOUNTED TO WATER TANK. SEE DETAIL (A) (A)
- ◇ EXISTING GRASS APPROXIMATELY 50'-0" SOUTH OF WATER TANK
- ◇ PROPOSED COAX CABLE CHIMNEY AT BASE OF WATER TANK WITH VERTICAL CABLE CHIMNEY EXPOSED TO TOP OF TANK SHOULD BE PAINTED TO MATCH ADJACENT WATER TANK WALL SURFACES
- ◇ PROPOSED COAX CABLE TRAY ON ROOF OF EXISTING WATER TANK
- ◇ EXISTING ACTIVE LANDSCAPE TO REMAIN
- ◇ EXISTING PINE TREE TO REMAIN
- ◇ EXISTING METAL LADDER
- ◇ EXISTING AC BERM
- ◇ EXISTING ASPHALT ACCESS ROAD
- ◇ PROPOSED 42" HIGH CONCRETE FILLED STEEL BOLLARDS (PAINTED YELLOW)
- ◇ EXISTING WIRELESS FACADE MOUNTED ANTENNAS
- ◇ EXISTING WIRELESS CONCRETE BLOCK RETAINING WALL



PREPARED FOR

**cricket:**

4031 SORRENTO VALLEY BOULEVARD  
SAN DIEGO, CA 92121

APPROVALS

TYPE	DATE
PLF	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
COUNCIL APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME

**BURRIS TANK**

PROJECT NUMBER

**SAN-532-B**

1697 BURRIS DRIVE  
EL CAJON, CA 92019  
SAN DIEGO COUNTY

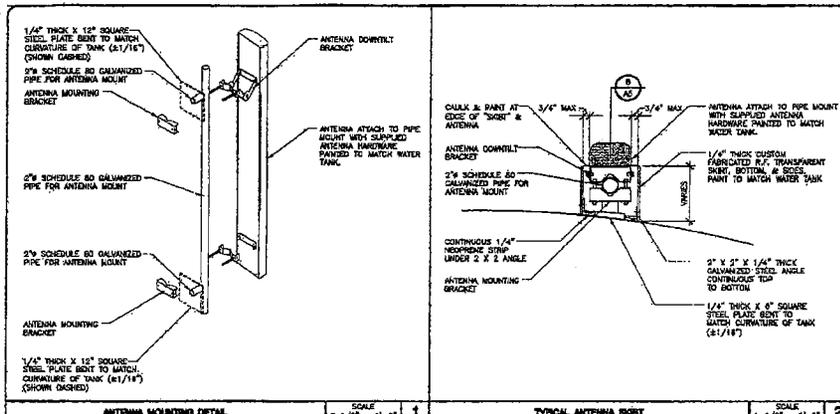
DRAWING DATES

08/20/07	LEAD ENGINEER (A)
10/12/07	2D REVIEW (A)
11/02/07	3D REVIEW (A)
11/21/07	PLANNING SUBMITTAL (A)
02/06/08	REVISED 2D (A)

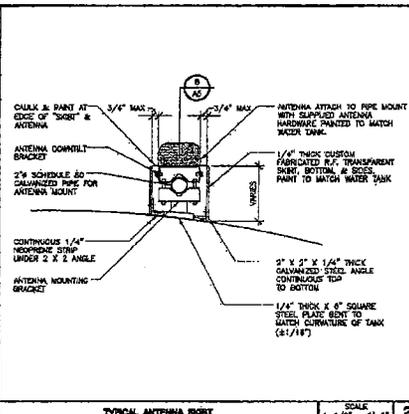
SHEET TITLE

**EXTERIOR ELEVATIONS**

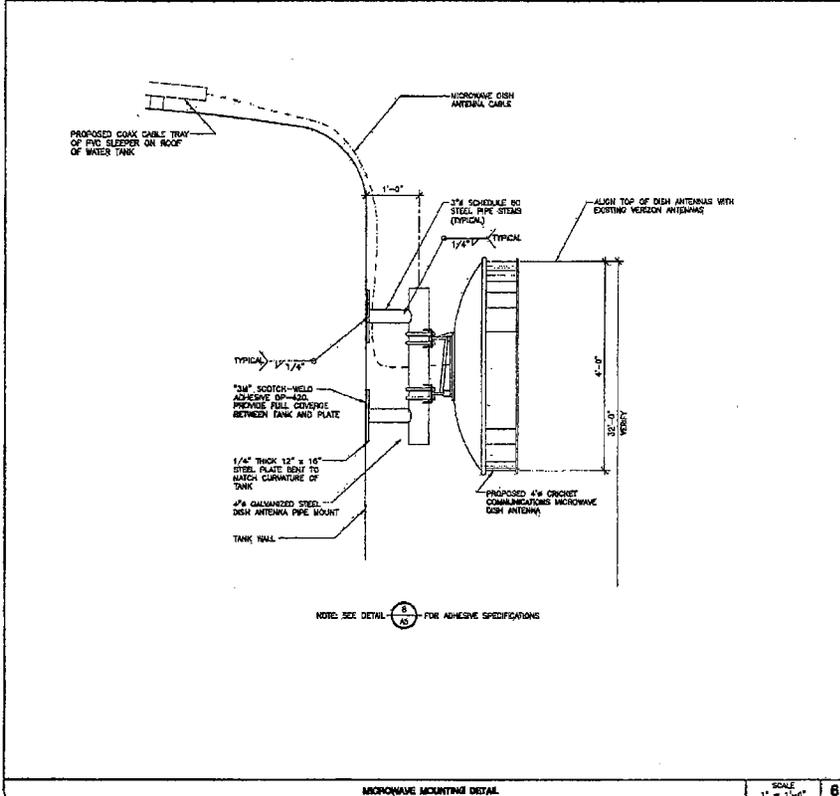
PROJECTS: cricket/SAN-532B/EX/ELEV-532B04.dwg



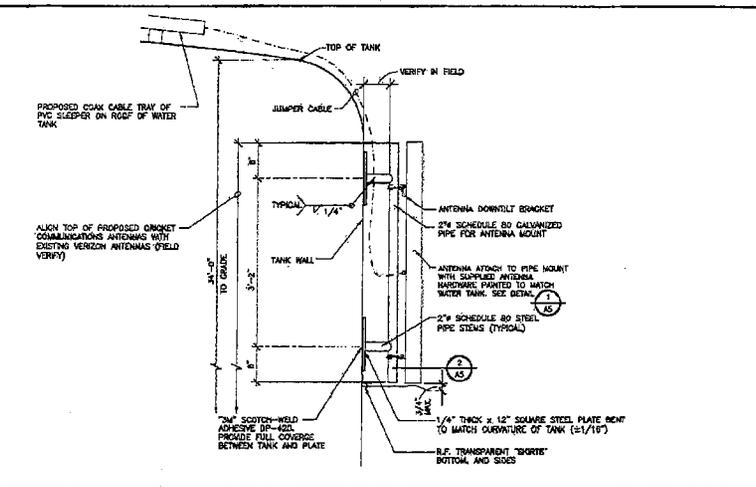
ANTENNA MOUNTING DETAIL SCALE 1" = 1'-0" 1



TYPICAL ANTENNA BRIST SCALE 1" = 1'-0" 2



MICROWAVE MOUNTING DETAIL SCALE 1" = 1'-0" 6



- NOTES:**
- SEE ADHESIVE SPECIFICATIONS BELOW
  - SANDBLASTING/GRINDING ON THE TANK WILL BE PERFORMED PER CITY WATER DISTRICT PREPARED SPECIFICATIONS
  - ANY ATTACHMENTS ON DISTRICT FACILITIES SHALL BE DONE WITH A TWO PARTY DESIGN ADHESIVE APPROVED BY THE DISTRICT ENGINEERING STAFF THROUGH A SUBMITTAL PROCESS PRIOR TO USE.
  - THE CONTRACTOR SHALL PROVIDE THE DISTRICT WITH A COPY OF THE FULL TEST SPECIFICATIONS THAT WILL BE USED
  - THE CONTRACTOR SHALL NOTIFY THE DISTRICT TWO BUSINESS DAYS PRIOR TO THE PULL TEST, SO THE TEST CAN BE WITNESSED. THE CONTRACTOR SHALL PROVIDE THE DISTRICT WITH A CERTIFIED COPY OF THE PULL TEST REPORT.
  - THE DISTRICT REPRESENTATIVE SHALL PROVIDE TO THE CONTRACTOR COATING INFORMATION THAT WOULD CONTAIN TYPE AND COLOR OF THE COATING MATERIAL AS WELL AS SUPPLIER/MANUFACTURER INFORMATION
  - ALL PROPOSED PAINT COATINGS TO BE USED ON THE TANK AND ANY BRACKETS ATTACHED TO THE TANK SHALL BE SUBMITTED TO THE DISTRICT FOR PREVIOUS SUBMITTAL OUTLINE. THE CONTRACTOR SHALL PROVIDE TO THE DISTRICT A LETTER FROM THE PAINT MANUFACTURER STATING THEIR PRODUCT IS COMPATIBLE WITH THE EXISTING COATING ON THE TANK.
  - THE CONTRACTOR WILL NOT BE ALLOWED TO USE THE EXISTING PRACTICE LADDER ON THE TANK AT ANY TIME. THE CONTRACTOR SHALL PROVIDE FOR THEIR OWN USE A MECHANICAL LIFTING DEVICE THAT WOULD ALLOW THEM TO ACCESS TO THE TANK'S ROOF/SURFACES WITHOUT CAUSING DAMAGE
  - PAINT TOUCH-UP AT POINTS OF CONNECTION AS DIRECTED BY CONTRACTOR SUPERVISOR

- GENERAL**
- 3M "SCOTCH-WELD" 99-430 EPOXY ADHESIVE IS A HIGH PERFORMANCE TWO PART ADHESIVE WITH OUTSTANDING STRENGTH AND FULL ADHESION WITH VERY HIGH DIAMETERS. "SCOTCH-WELD" 99-430 IS MANUFACTURED UNDER A 3M QUALITY SYSTEM REGISTERED TO ISO 9002 STANDARD.
  - THE STRUCTURAL INTEGRITY OF THIS INSTALLATION IS DIRECTLY RELATED TO THE CAREFUL FABRICATION OF PARTS AND THE CAREFUL PREPARATION OF CONTACT SURFACES.
  - CONTINGENCY SPECIAL INSPECTION IN ACCORDANCE WITH USC SECTION 1701.51.5 SHALL BE PROVIDED DURING SURFACE PREPARATION, APPLICATION OF ADHESIVE AND INSTALLATION OF PARTS.
- ADHESIVE**
- 3M "SCOTCH-WELD" 99-430 OFF-WHITE EPOXY ADHESIVE SHALL BE USED FOR ALL PLATE TO TANK ATTACHMENTS SHOWN OR DESCRIBED IN THESE PLANS AND DETAILS.
  - CONTRACTOR SHALL NOTIFY WRITER SURFACE PREPARATION HAS NOT EXCEEDED ITS SHELF LIFE (12 MONTHS) PRIOR TO PURCHASING OR PRIOR TO USE IN THE FIELD.
  - ALL OPENED AND UNOPENED ADHESIVE CONTAINERS SHALL BE STORED AT BETWEEN 40° AND 60°F. OPENED ADHESIVE CONTAINERS SHALL BE USED WITHIN 72 HOURS.
- CONTACT PLATES**
- FABRICATE CONTACT PLATES FROM NEW UNUSED STEEL STOCK TO DIMENSIONS INDICATED ON PLANS AND DETAILS.
  - ALL CONTACT PLATES MORE THAN 3" SHALL BE BENT TO MATCH THE EXACT CURVATURE OF THE EXISTING TANK.
  - DO NOT GALVANIZE ANY SURFACE OF THE STEEL PLATES THAT WILL BE IN THE CONTACT SURFACE AREA BETWEEN THE TANK AND THE PLATES.
- ADHESIVE PREPARATION**
- ALL THOSE IN CONTACT WITH CLEANED STEEL PLATES AND ADHESIVES SHALL WEAR UNPOISONED LATEX GLOVES AND SHALL REPLACE THEM WHEN DAMAGED AND BETWEEN MIXING BATCHES OF ADHESIVE.
  - MIX 99-430 ADHESIVE USING AN EPX APPLICATOR AND EPX MIXING NOZZLES. ANY MIXING-WORK SHALL BE DONE WITH RIGID CLEAN WOOD TONGUE DEPRESSOR TYPE STIRRER.
  - MIX EACH BATCH OF ADHESIVE SEPARATELY IN A COMMERCIAL TYPE THROW-AWAY PAPER MIXING CUP AVAILABLE FROM THE SUPPLIER.
  - MIX ONLY ENOUGH ADHESIVE THAT CAN BE USED FOR INSTALLATION IN A 15 MINUTE PERIOD.
- FINISH**
- PRIME AND PAINT COMPLETED ASSEMBLIES TO MATCH EXISTING ADJACENT TANK SURFACE IN ACCORDANCE WITH THE CITY WATER DISTRICT SPECIFICATIONS.
- |            |            |
|------------|------------|
| 1,000 LBS. | 3,000 LBS. |
| 500 LBS.   | 600 LBS.   |
| 400 LBS.   | 250 LBS.   |
- SURFACE PREPARATION**
- ALL THOSE IN CONTACT WITH CLEANED STEEL PLATES AND ADHESIVES SHALL WEAR UNPOISONED LATEX GLOVES AND SHALL REPLACE THEM WHEN DAMAGED AND BETWEEN MIXING BATCHES OF ADHESIVE.
  - ON THE DAY OF INSTALLATION, THE ENTIRE CONTACT AREA OF EACH PLATE, ALL EDGES OF EACH PLATE AND THE ENTIRE CONTACT AREA ON THE TANK, PLUS A 1" MARGIN ALL AROUND THE PROPOSED PLATE CONTACT AREA SHALL BE PREPARED AS FOLLOWS:
    - REMOVE ALL PAINT, RUST, SCALE, PRIMER, OIL AND ANY OTHER CONTAMINANTS AND USING 220 GRIT OR FINER SAND PAPER, SAND THE ENTIRE AREA OF BOTH SURFACES TO A BRIGHT, SHINY, RAW-STEEL CONDITION.
    - RIFE ALL CONTACT SURFACES WITH AN ISOPROPYL ALCOHOL SOAKED SWAB.
    - DO NOT REMOVE SWAB UNLESS PRIOR TO APPLICATION OF ADHESIVE. Wipe ALL CONTACT SURFACES WITH A METAL CHISEL, REMOVE (MILD) SOAKED SWAB, REMOVE WITH A 3M SCOTCH-BRITE SCOURING PAD AND Wipe THOROUGHLY WITH A NEW CLEAN MOP SOAKED SWAB.
    - ALLOW SOLVENT TO EVAPORATE BEFORE APPLYING ADHESIVE.
    - IF CLEANED SURFACES ARE TOUCHED BY BARE HANDS OR CONTAMINATED IN ANY WAY, REPEAT CLEANING PROCESS.
- ASSEMBLY**
- USING A NEW CLEAN DISPOSABLE APPLICATION BRUSH, APPLY A .005" THICK LAYER OF ADHESIVE TO EACH CONTACT SURFACE AND PRESS TOGETHER IMMEDIATELY. USE A NEW BRUSH FOR EACH BATCH OF ADHESIVE.
  - WHILE APPLYING FROM PRESSURE INTO PLATE, WIGGLE CONTACTED SURFACES IN A CLOCKWISE / COUNTER-CLOCKWISE ROTATION APPROXIMATELY 1/4" EACH WAY, 2 OR 3 TIMES TO ENSURE ADHESIVE DISTRIBUTION BETWEEN PARTS. ADHESIVE SHOULD DRAIN SLIGHTLY FROM EDGES. ALL AROUND PLATES.
  - LIGHT MECHANICAL TIGHTENING MECHANISMS WITH A SLOWLY FULL-OUT STRENGTH OF 90 LBS. ON EACH SIDE OF EACH PLATE AS ANCHORS. STRETCH ELASTIC STRAPS ACROSS SOAKED PLATE TO HOLD IN PLACE. SPRINGS MAY BE REQUIRED ON TOP OF PLATES TO PROMOTE LINEAGE AND SYSTEM PRESSURE ON ASSEMBLY.
  - TRIM A 1/4" FILLET AT THE INTERSECTION BETWEEN TANK AND EDGES OF PLATE AND Wipe AWAY EXCESS ADHESIVE.
- LOAD TESTING**
- ALLOW BONDING ASSEMBLIES 48 HOURS TO CURE BEFORE SUBJECTING TO ANY LOADS OR LOAD TESTING.
  - ALL ASSEMBLIES SHALL BE LOAD TESTED AS FOLLOWS:
    - TENSION TEST (PULL-OUT) AT ANTENNA PLATES SNAG TEST AT ANTENNA PLATES
    - TENSION TEST (PULL-OUT) AT CABLE TRAY SUPPORTS
    - DEBRAG TEST AT CABLE TRAY SUPPORTS

ANTENNA MOUNTING & ADHESIVE SPECIFICATIONS SCALE 1" = 1'-0" 8

**Booth & Suarez**  
 ARCHITECTURE & PLANNING  
 4740 N. BOOTH AVENUE SUITE 100, SAN DIEGO, CA 92117  
 TEL: 619-434-1000 FAX: 619-434-1001

PREPARED FOR  
**cricket**  
 4031 SORRENTO VALLEY BOULEVARD  
 SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
DESIGN	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
CIRCULAR APPROVAL	DATE
LANDING APPROVAL	DATE

PROJECT NAME  
**BURRIS TANK**  
 PROJECT NUMBER  
**SAN-532-B**  
 1697 BURRIS DRIVE  
 EL CAJON, CA 92019  
 SAN DIEGO COUNTY

DRAWING DATES

10/12/07	22 REVIEW (S)
11/02/07	22 REVIEW (S)
11/21/07	PLANNING SUBMITTAL (A)
02/04/08	REVISED 22 (S)

22 SHEET  
 22 TITLE  
 TITLE SHEET

PROJECT: crk001/SAN-532B/SAN-532B-A.dwg

**A-5**

**EXHIBIT E**

**TO AGREEMENT BETWEEN CRICKET  
COMMUNICATIONS, INC., A DELAWARE  
CORPORATION AND OTAY TO LOCATE  
COMMUNICATION FACILITIES AT OTAY'S 1200-1  
RESERVOIR SITE, DATED \_\_\_\_\_, \_\_\_\_\_ (THE  
"LEASE")**

**Memorandum of Lease**

Check one option.

- None.
- See Attached.

SD #4843-1999-1296 v8  
DRAFT 1/17/06



## AGENDA ITEM 6f

TYPE MEETING:	Regular Board Open Session	MEETING DATE:	October 9, 2008
SUBMITTED BY:	Yuri Calderon, General Counsel	W.O./G.F. NO:	DIV. NO.
APPROVED BY:			
SUBJECT:	Settlement Agreement Among the District, Northrop Grumman Commercial Information Systems, Inc. and David G. Willms Regarding Lawsuit for Breach of Contract Relating to Certain Automated Meter Readers		

### ATTORNEY'S RECOMMENDATION:

Ratify and approve the terms of a settlement agreement and general release ("Settlement Agreement") among the District, Northrop Grumman Commercial Information Systems, Inc. and David G. Willms (collectively, Northrop Grumman and Mr. Willms are referred to herein as "Northrop") and ratify all actions taken by or on behalf of District's staff in connection therewith, including dismissal of the lawsuit as contemplated in the Settlement Agreement.

### PURPOSE:

To present the Settlement Agreement to the Board, obtain ratification and approval from the Board of the terms thereof, and to obtain ratification of all actions taken by or on behalf of District in connection therewith.

### BACKGROUND:

On or about October 11, 2006, Otay filed a complaint against Northrop for breach of contract, breach of express and implied warranties, rescission, fraud and violation of the False Claims Act. The complaint sought to recover damages based on Northrop's provision of transponders that failed to work and, thereby, frustrated Otay's attempts to implement an automated meter reading ("AMR") program.

On July 31, 2008, the General Counsel and the General Manager attended a mediation with Northrop representatives in the hopes of settling the lawsuit. After listening to the parties, reviewing the parties' mediation briefs and assessing the value of the case, Judge Pate concluded that the case should settle for \$915,000, explaining in a mediator's memorandum his rationale for this amount.

On August 6, 2008, the Board authorized the General Manager and the General Counsel to negotiate and execute a settlement with Northrop

based upon Judge Pate's mediator's memorandum. The parties then negotiated the settlement that is being presented to this Board for ratification.

The pertinent terms of the Settlement Agreement are as follows:

- (1) Northrop agreed to make payment to the District in the amount of \$915,000 in exchange for the dismissal of the action, with prejudice.
- (2) The District agreed to waive any further claims against Northrop related to the the contract at issue in the lawsuit.
- (3) Each party to bear their own attorneys' fees and costs.

The General Manager executed the Settlement Agreement on behalf of the District pursuant to authority granted to him by the Board. Northrop paid the \$915,000 settlement amount to the District on or about September 22, 2008, and has requested the dismissal of the action as required under the Settlement Agreement. We are now requesting that the Settlement Agreement, the General Manager's and General Counsel's execution thereof, and the required dismissal of the action against Northrop Grumman be ratified and approved by the Board.

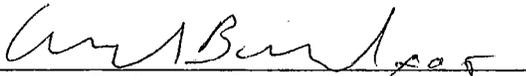
**FISCAL IMPACT:** 

District received \$915,000 from Northrop on or about September 22, 2008. Fees and costs incurred by the District on this matter amount to approximately \$249,000, which includes approximately \$35,000 incurred in connection with the award and negotiation of a contract with Master Meter and other AMR program related work.

**LEGAL IMPACT:** A.B.

The District will settle and dismiss all claims arising out of the District's contract with Northrop.

**COMMITTEE ACTION:** None.

  
**General Counsel**

Attachment - Executed Copy of the Settlement Agreement with Northrop Grumman

**SETTLEMENT AGREEMENT AND**

**GENERAL RELEASE**

This Settlement Agreement and General Release of All Claims ("Settlement Agreement") is entered into by and between the parties designated within, with reference to the following:

**PARTIES**

P1. OTAY WATER DISTRICT ("Plaintiff"), a municipal water district operating in San Diego County, California; and

P2. NORTHROP GRUMMAN COMMERCIAL INFORMATION SYSTEMS, INC. – A DIVISION OF NORTHROP GRUMMAN, INC. and DAVID G. WILLMS ("Defendants");

**RECITALS**

R1. Whereas, on or about October 10, 2006, Plaintiff filed a lawsuit in San Diego County, Case No. GIE 034570 (the "Lawsuit") against Defendants alleging breach of contract, fraud and other causes of action related to a contract for an automated water meter reading system executed on or about October 29, 2002. The Lawsuit was subsequently transferred to Orange County Superior Court (Case No. 07CC08916) by order of the San Diego Superior Court.

R2. Whereas Defendants have disputed all of the claims that Plaintiff has asserted;

R3. Whereas, the parties now mutually desire to settle all of their differences, disputes, and claims relating to and arising out of the contract for an automated water meter reading system in the manner set forth below.

**AGREEMENT**

NOW, THEREFORE, in consideration of the terms, provisions, covenants, conditions, understandings, and agreements set forth within the Settlement Agreement, the receipt and sufficiency of which hereby is acknowledged, the parties hereto agree as follows:

1. RECEIPT OF AGREEMENT. Each of the parties hereto shall receive a fully-executed copy (or counterpart copies) of this Settlement Agreement.
2. CONSIDERATION. Defendants shall pay to Plaintiff the amount of \$915,000, within fifteen days of Plaintiff's execution of this agreement and provision of a signed W-9, in exchange for its agreement to waive any and all claims against Defendants, as

further outlined in paragraph 4 below, and its agreement to be bound by the provisions of this Settlement Agreement.

3. TAXES. The parties hereto understand, acknowledge, and agree that each party is to bear its own tax consequences that may arise from this Settlement Agreement.

4. RELEASE OF DEFENDANTS BY PLAINTIFF. Plaintiff, for itself, and all other persons or entities in active concert with it, as the case may be, hereby releases and forever discharges Defendants of and from any and all dues, sums of money, accounts, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, variances, executions, claims, debts, liabilities, demands, obligations, costs, expenses, attorney's fees, actions, and causes of action of every nature, character and description, whether known or unknown, at law, equity, or otherwise, which are related in any way to the contract at issue in the Lawsuit. This release runs in favor of Defendants and each of its respective present and former partners, directors, officers, affiliates, parents, shareholders, co-venturers, employees, employers, principals, agents, attorneys, predecessors, assigns, and successors, and all other persons in active concert with it, as the case may be.

5. CALIFORNIA CIVIL CODE SECTION 1542 WAIVER. In furtherance of the releases contained in Paragraph 4, Plaintiff waives such rights as encompassed herein as might otherwise exist pursuant to CALIFORNIA CIVIL CODE § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Plaintiff further warrants, represents and agrees (1) that it has executed this Settlement Agreement and release with full knowledge of any rights it may have with respect to Defendants or the Lawsuit; (2) that it has received independent legal advice from its respective legal counsel with respect to the matters hereinabove set forth and the rights and asserted rights arising out of said matters; and (3) that it has not relied upon any statement of a material fact or omission to state a material fact by the other or any representation of any kind or character not expressly set forth herein, with respect to the matters covered by this Settlement Agreement and the underlying disputes between the parties.

6. ASSUMPTION OF RISK. Each party understands that the facts surrounding the events underlying this Settlement Agreement may differ from its present understanding of those facts, and each party assumes the risk that this Settlement Agreement will waive causes of action and affirmative defenses, regardless of their nature or value, by and of one party against the other, which subsequently may become known to that party. Each party nevertheless agrees that the releases contained herein shall not be subject to termination or rescission. In no event shall any breach of this Settlement Agreement by the breaching party render the release executed by the breaching party void or

unenforceable. The terms of this paragraph shall not apply in the event of a breach of any representation or warranty contained in paragraph 7.

7. REPRESENTATIONS AND WARRANTIES. Plaintiff further warrants, represents and agrees that (a) it has the power and authority to enter into this Settlement Agreement; (b) it has not heretofore assigned or transferred or purported to assign or transfer to any person, firm, partnership, corporation or entity whatsoever, any action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, notes, promises, liabilities, rights, claims, demands, costs, expenses (including, without limitation, attorneys' fees), damages or losses hereinabove released.

8. ATTORNEYS' FEES. Each party to this Settlement Agreement shall bear its own attorneys' fees and costs incurred in connection with the prosecution and/or defense of the subject lawsuit and with this Settlement Agreement;

a. In the event suit is brought to enforce or interpret any part of this agreement, the prevailing party shall be entitled to recover as an element of costs of suit, and not as damages, a reasonable attorneys' fee to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment.

b. In addition, the prevailing party also shall be entitled to recover the reasonable attorneys' fees incurred after entry of judgment in securing enforcement of any such judgment. This provision is severable, shall not be merged in, and shall survive any judgment entered in any such action or proceeding.

9. BINDING ON SUCCESSORS. This Settlement Agreement shall inure to the benefit of, and shall be binding upon, each of the parties hereto, their predecessors, successors, parents, subsidiaries, affiliates, partners, directors, shareholders, employers, employees, co-venturers, principals, agents, attorneys, representatives, beneficiaries, heirs, devisees, successors, assigns, all other persons in active concert with it, as the case may be.

10. APPLICABLE LAW AND CHOICE OF FORUM. This Settlement Agreement shall be interpreted, construed, governed and enforced under and pursuant to the laws of the State of California, which shall apply in all respects, including statutes of limitation. If any legal or equitable action or other proceeding is brought for the enforcement or interpretation of this Settlement Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Settlement Agreement, any such action or proceeding shall be instituted and maintained only in a court of competent jurisdiction in Orange County, California.

11. ACTIONS. Plaintiff agrees to execute any other documents and take any other actions as may be reasonably necessary to further the purposes of, or to carry out the intent and purpose of, this Settlement Agreement, including, without limitation, a Request for Dismissal of the entire action, with prejudice, within 10 days after Defendants' payment per paragraph 3.

12. ENTIRE AGREEMENT. This Settlement Agreement constitutes the entire agreement made by the parties hereto pertaining to the subject matter hereof, fully supersedes any and all prior or contemporaneous understandings, representations, warranties, and agreements made by the parties hereto or their representatives, and may be modified only by written agreement signed by the parties hereto which are affected thereby.

13. UNDERSTANDING AGREEMENT. The parties acknowledge that they respectively have received independent legal advice and explanation of the terms and effect of this Settlement Agreement from counsel prior to the execution of this Settlement Agreement.

14. COMPROMISE. This Settlement Agreement represents a compromise of disputed claims and is not, and shall not be construed as, an admission by any party hereto of any liability whatsoever, all liability being expressly denied. Further, this Settlement Agreement, and all prior communications leading up to it, shall not in any event constitute, be construed as, be deemed to be evidence of, or concession by either party of any liability, improper conduct, or wrongdoing whatsoever on their respective parts. This Settlement Agreement and its provisions shall not be offered in evidence by either of the parties hereto in any litigation or in any other action, judicial or administrative proceeding, whether local, state, or federal, agency, court or otherwise, except for an action to enforce or interpret this Settlement Agreement.

15. NON-WAIVER. No waiver of any of the provisions in this Settlement Agreement shall be deemed or constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No express waiver shall be binding unless made in writing and executed by the party making the waiver. Failure to enforce any provision of this Settlement Agreement shall not constitute a waiver of the right to enforce that provision at any other time, or a waiver of the right to enforce any other provision hereof.

16. SEVERABILITY. If any provision of this Settlement Agreement shall be held invalid or unenforceable, the remainder of this Settlement Agreement shall not be affected thereby and shall continue to be in full force and effect.

17. COUNTERPARTS. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has executed this Settlement Agreement as indicated below.

Dated: ~~August~~ <sup>September</sup> 2, 2008

Otay Water District

Signed: \_\_\_\_\_

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

[Print Name]

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

Dated: August 25, 2008

Northrop Grumman Commercial Information Systems, Inc.,  
a division of Northrop Grumman, Inc.

Signed: \_\_\_\_\_

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

[Print Name]

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

Dated: August \_\_, 2008

David G. Willms

Signed: \_\_\_\_\_

APPROVED AS TO FORM AND CONTENT:

Dated: August \_\_, 2008

ATKINS & DAVIDSON, APC, Attorneys for Defendants

Signed: \_\_\_\_\_

Dated: August \_\_, 2008 Otay Water District

Signed: \_\_\_\_\_

By: \_\_\_\_\_  
[Print Name]

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

Dated: August \_\_, 2008 Northrop Grumman Commercial Information Systems, Inc.,  
a division of Northrop Grumman, Inc.

Signed: \_\_\_\_\_

By: \_\_\_\_\_  
[Print Name]

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

Dated: August 27, 2008 David G. Willms

Signed: David G. Willms

APPROVED AS TO FORM AND CONTENT:

Dated: August 27, 2008 ATKINS & DAVIDSON, APC, Attorneys for Defendants

Signed: [Signature]

Dated: ~~August~~ <sup>September</sup> 2 2008

GARCIA, CALDERON RUIZ, LLP, Attorneys for Plaintiff

Signed: 



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	October 9, 2008
SUBMITTED BY:	Ron Grunow <i>RG</i> Sr. Civil Engineer	PROJECT/	P2172- DIV. 5
	Ron Ripperger <i>RR</i> Engineering Manager	SUBPROJECT:	001103 NO.
APPROVED BY:	Rod Posada <i>R Posada</i> (Chief), Engineering		
APPROVED BY:	Manny Magaña <i>M Magaña</i> (Asst. GM), Assistant General Manager, Engineering and Operations		
SUBJECT:	Award of a Construction Contract to SCW Contracting Company for the 1485-1 Pump Station Replacement Project		

**GENERAL MANAGER'S RECOMMENDATION:**

That the Otay Water District (District) Board awards a construction contract to SCW Contracting Company (SCW) for the construction of the 1485-1 Pump Station Replacement Project in an amount not to exceed \$1,530,500 (see Exhibit A for project location).

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

Please see Attachment A.

**PURPOSE:**

To obtain Board approval authorizing the General Manager to enter into a construction agreement with SCW in an amount not to exceed \$1,530,500 for the 1485-1 Pump Station.

**ANALYSIS:**

The 1485-1 Pump Station currently takes suction from the 1296 Reservoirs and pumps to the 1485 Pressure Zone and the 1485 Reservoirs. The existing 1485-1 Pump Station is showing significant signs of corrosion and age and is in need of replacement.

The new 1485-1 Pump Station will be constructed on District property at the site of the existing 1485-1 Pump Station to the south of the existing pumps and equipment. The site will be graded to improve the existing drainage and provide a location for the new pump

station. The station will be an enclosed pump station to protect the pumps and equipment from rain and direct sunlight and to reduce permanent noise impacts to the community. The existing pump station will remain in service as long as possible during construction. There will be a short period of time during construction when a portable pump will be required during the tie-in of the new pump station.

The design for this project was performed by an outside consultant in order to take advantage of specialty design disciplines. J.C. Heden and Associates Inc. provided primary design. Engineering Partners Inc. performed the electrical design. Simon Wong Engineering provided structural design.

The project was advertised for bid on the District's website and several other publications including the Union Tribune and San Diego Daily Transcript.

A non-mandatory Pre-Bid Meeting was held on August 5, 2008. A presentation was given by the District staff to explain the project and discuss any questions or concerns from the contractors. There were thirteen (13) contractors that attended the meeting. Meeting minutes were published.

Subsequently, three addenda were sent out to all bidders and planhouses to address questions and clarifications to the contract documents during the bidding period. Bids were publicly opened on August 26, 2008 with the following results:

<u>CONTRACTOR</u>	<u>TOTAL BID AMOUNT</u>	<u>CORRECTED BID AMOUNT</u>
1 SCW Contracting Company	\$1,580,000	\$1,530,500
2 Arrieta Construction	\$1,594,784	-
3 KTA Construction	\$1,628,000	-
4 Cass Construction	\$1,692,690	-
5 SoCal Pacific Construction	\$1,681,950	\$1,697,700
6 HPS Mechanical	\$1,781,027	-
7 NEWest Construction	\$1,822,745	-
8 Zondiros Corporation	\$1,896,672	\$1,895,850

The Engineer's Estimate was \$1,823,000.

The evaluation process included reviewing all bids submitted for conformance to the contract documents. The lowest bidder, SCW, submitted a bid and holds a Class A Contractors license which expires on October 31, 2009. References were checked and SCW was found to be a highly rated company. SCW did not list their geotechnical sub-consultant as required by the contract documents. This omission was considered a minor irregularity due the minimal

value of the sub-consultant's contract with SCW and therefore waived. Staff also verified that SCW can comply with the bonding requirements for this project.

SCW's corrected bid amount is \$49,500 less than their total bid amount written in words. Per the contract documents, Section 00400-3, Bid List Requirements and Understanding (Exhibit B), "In the event the total bid amount does not agree with the sum of the total amounts for each item, the unit and lump sum price bid for each item along with its corrected/uncorrected total amount extension shall govern. The total bid amount will be corrected accordingly, and the contractor shall be bound by said correction," the contractor is bound to the corrected bid amount. District's Legal Counsel was contacted and they concur with Staff's interpretation.

SCW has expressed that they would like to enter into the contract with the total bid amount of \$1,580,000 rather than the corrected bid amount of \$1,530,500. However, SCW's only legal options are to (1) enter into a contract with the District for the corrected bid of \$1,530,000 or (2) withdraw its bid with the District's consent or by court action. If SCW is claiming that it made a mistake in its bid, the Public Contract Code prohibits SCW from participating in any further bidding on the project (such as submitting the proposed \$1,580,000 bid amount). Staff has indicated to SCW that if they do not accept the corrected bid amount, staff will recommend award of a contract to the second low bidder, Arrieta Construction. In addition, if SCW is awarded the contract, but still refuses to execute the contract for the corrected bid amount, staff will pull their bid bond and will come back to the Board to recommend award of a contract to Arrieta Construction. SCW has indicated that they will attend the Board meeting to plead their case for the Board to approve a contract for the higher amount. The spreadsheet showing the bidders results for the Project are attached as Exhibit C.

**FISCAL IMPACT:**

The total budget for CIP P2172, as approved in the FY 2009 budget, is \$2,375,000. Total expenditures, plus outstanding commitments and forecast, are \$2,173,527. See Attachment B for budget detail.

The Project Manager anticipates that, based on the attached financial analysis, the CIP budget will be sufficient to support this project. Finance has determined that 50% of the funding is available from the Replacement Fund and 50% is available from the Betterment Fund.

**STRATEGIC GOAL:**

This project supports the District's Mission Statement, "To provide safe, reliable water, recycled water, and wastewater services to our

community in an innovative, cost efficient water wise and environmentally responsible manner," as well as the General Manager's vision, "...prepared for the future..." by guaranteeing the District will always be able to meet future water supply obligations and plan, design, and construct new facilities.

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

None.



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

P:\WORKING\CIP P2172\Staff Reports\Construction Staff Report\BD 10-01-08, Staff Report, P2172 BOD Bid Award, (RG-RR).doc

RG/RR/RP:jf

Attachments:     Attachment A  
                     Attachment B  
                     Exhibit A  
                     Exhibit B  
                     Exhibit C



## ATTACHMENT A

<b>SUBJECT/PROJECT:</b> P2172-001103	Award of a Construction Contract to SCW Contracting Company for the 1485-1 Pump Station Replacement Project
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### COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee reviewed this item at a meeting held on September 17, 2008. The following comments were made:

- Staff indicated that the existing 1485-1 pump station is showing significant signs of corrosion from exposure to the sun, heat and cold and is at the end of its life. This project will replace the existing pump station.
- The new pump station will be enclosed within a building at the existing 1485-1 pump station site, will have on-site parking, a bridge crane for maintenance, and the site will be enclosed by a wall and fencing.
- The design of the pump station was reviewed by the Jamul-Dulzura Planning Group and they had no objections to the design.
- The project was advertised for bid on July 24, 2008 on the District's website and several publications including the Union-Tribune and the San Diego Daily Transcript. A pre-bid meeting was held on August 5, 2008 which was attended by thirteen contractors. The District received eight bids which were publicly opened on August 26, 2008.
- The bids were reviewed and SCW Contracting Company (SCW) was identified as the lowest responsive bidder. Staff noted that there were two perceived errors in the bid. SCW had written \$1,580,000 as their total bid, however, the sum for the items listed in the bid totaled \$1,530,500. The sum of each item listed (\$1,530,500) governs the total of the bid per State Law (Exhibit B to the Staff Report). SCW also did not list a geotechnical sub-consultant. The bid must list the sub-consultant if their cost would exceed  $\frac{1}{2}$  of 1% of their bid amount. SCW indicated that they did not feel that the testing laboratory costs would exceed the

threshold ( $\frac{1}{2}$  of 1% of the bid amount) and this is the reason they did not list a geotechnical sub-consultant. They have also confirmed this information in writing to the District.

- SCW has indicated that they wished to enter into the construction agreement with the written amount (\$1,580,000) and would attend the board meeting to request that the board award the contract at this higher amount.
- It was discussed that under the Public Contract Code SCW's only legal options are to 1) enter into a contract with the District at the corrected amount of \$1,530,500; or 2) not take the contract (either with District's consent or by refusing to enter into a contract). General Counsel confirmed that there was no option to award the contract at the higher amount.
- It was further discussed that as SCW has indicated in writing that the geotechnical sub-consultant cost is not expected to exceed  $\frac{1}{2}$  of 1% of the bid amount, then there is nothing to waive and the bid is responsive. General Counsel indicated that the following sentence within staffs' report did not apply as there was nothing to waive:  
  
"SCW did not list their geotechnical sub-consultant as required by the contract documents. This omission was considered a minor irregularity due to the minimal value of the sub-consultant's contract with SCW and therefore waived."
- It was noted that should SCW decide to withdraw their bid, the District would then collect on their bid bond.
- The committee inquired if the District has been in this situation before. It was indicated that the District did have a situation with a pipeline project in the Eastlake area. The District almost pulled the contractors bond as they were unable to start the District's pipeline project due to another project that they were constructing in Orange County. The District, however, was able to resolve the issue with the contractor and did not need to pull their bond.
- The FY09 CIP Budget for this project is \$2,375,000 and total expenditures plus commitments is \$2,173,527. The CIP budget will be sufficient to support this project.

- Staff recommends that the contract be awarded to SCW for an amount not-to-exceed \$1,530,500.

Following the discussion, the committee supported staffs' recommendation and indicated that staff note the amendment suggested by General Counsel in the Staff Report. The committee recommended that this item be presented to the full board as an action item.

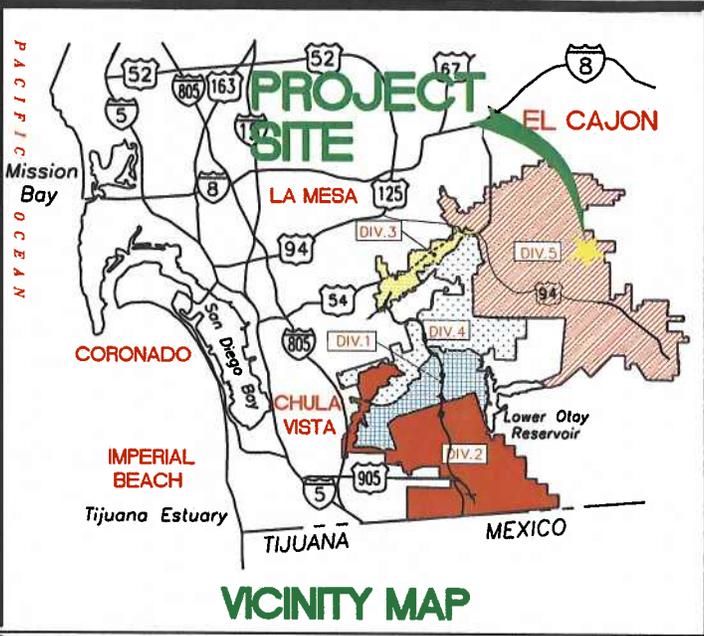


## ATTACHMENT B

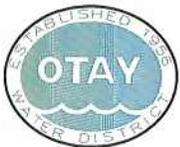
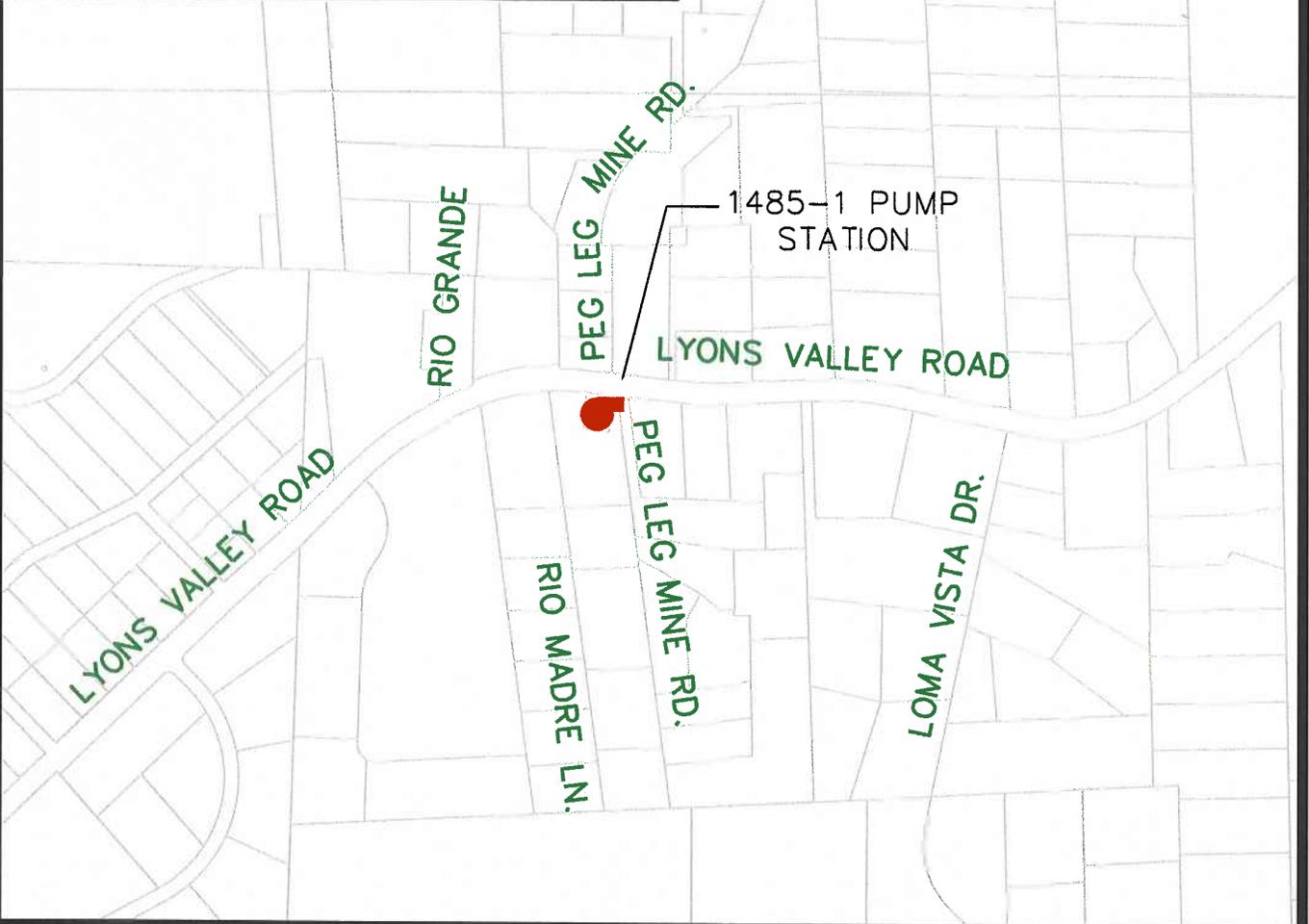
Otay Water District  
P2172 - PS - 1485-1 Pump Station Improvements

Date Updated: August 27, 2008

<i>Budget</i>	<i>Committed</i>	<i>Expenditures</i>	<i>Outstanding Commitment &amp; Forecast</i>	<i>Projected Final Cost</i>	<i>Vendor / Comments</i>
<b>\$2,375,000</b>					
<b>Planning</b>					
In House/Labor	78,103	78,103		78,103	
Consultant Services	16,334	16,334	-	16,334	DANIEL BOYLE ENGINEERING, INC.
	5,936	5,936	-	5,936	DV ASSOCIATES, INC
	3,813	3,813	-	3,813	CASS CONSTRUCTION, INC.
	500	500	-	500	CHICAGO TITLE COMPANY
	9,500	6,000	3,500	9,500	RANDALL H BLAESI ASA
	40,155	37,532	2,623	40,155	PBS&J
Mileage	10	10	-	10	PETTY CASH CUSTODIAN
Books, Periodicals, Subscription	276	276	-	276	UNIVERSITY OF CALIFORNIA
Professional, legal fees	61	61	-	61	GARCIA CALDERON & RUIZ LLP
Advertising	226	226	-	226	SAN DIEGO DAILY TRANSCRIPT
	353	353	-	353	UNION TRIBUNE PUBLISHING CO
			-	-	
			-	-	
<b>Total Planning</b>	<b>\$ 155,267</b>	<b>\$ 149,144</b>	<b>\$ 6,123</b>	<b>\$ 155,267</b>	
<b>Design</b>					
In House/Labor	180,951	180,951		180,951	
Consultant Services	24,120	12,480	11,640	24,120	ENGINEERING PARTNERS INC, THE
	9,684	9,562	123	9,684	GEOTECHNICS INC
	12,330	3,843	8,487	12,330	HVAC ENGINEERING INC
	21,699	21,699	-	21,699	J C HEDEN AND ASSOCIATES INC
	58,140	46,594	11,546	58,140	SIMON WONG ENGINEERING
	3,100	3,100	-	3,100	STANDARD ELECTRONICS
Service Contracts	196	196	-	196	SAN DIEGO DAILY TRANSCRIPT
<b>Total Design</b>	<b>\$ 310,220</b>	<b>\$ 278,424</b>	<b>\$ 31,796</b>	<b>\$ 310,220</b>	
<b>Construction</b>					
In House/Labor	50,000	3,707	46,293	50,000	
Professional, legal fees	416	416	-	416	GARCIA CALDERON & RUIZ LLP
Consultant Services	30,000	15,013	14,987	30,000	J C HEDEN AND ASSOCIATES INC
Service Contracts	599	599	-	599	UNION TRIBUNE PUBLISHING CO
Construction Contracts	1,530,500		1,530,500	1,530,500	SCW Contracting
Contingency (5%)	76,525		76,525	76,525	
Accpt/close-out	20,000		20,000	20,000	
<b>Total Construction</b>	<b>\$ 1,708,040</b>	<b>\$ 19,735</b>	<b>\$ 1,688,306</b>	<b>\$ 1,708,040</b>	
<b>Grand Total</b>	<b>\$ 2,173,527</b>	<b>\$ 447,303</b>	<b>\$ 1,726,224</b>	<b>\$ 2,173,527</b>	



SCALE: NTS



# OTAY WATER DISTRICT

1485-1 PUMP STATION REPLACEMENT

P2172

LOCATION MAP

**EXHIBIT A**

# EXHIBIT B

## SALES AND USE TAXES

The bidder agrees that all sales and use taxes are included in the stated bid prices for the work, unless provision is made herein for the Bidder to separately itemize the estimated amount of sales tax.

## BID LIST REQUIREMENTS AND UNDERSTANDING

Bids are to be submitted for the entire work. All bid items must be filled out, and extension carried out as appropriate. **A blank space will be considered non responsive, if zero is intended then a "0" must be entered for both unit price and amount.** In case of discrepancy between the unit and lump sum prices and in the total amounts set forth in extension, the unit and lump sum price shall prevail. For purposes of comparison, the total bid amount of the bid will be the total of the base bid plus additive bid item(s). In the event the total bid amount does not agree with the sum of the total amounts for each item, the unit and lump sum price bid for each item along with its corrected/uncorrected total amount extension, shall govern. The total bid amount will be corrected accordingly, and the contractor shall be bound by said correction. The Bidder further agrees to accept as full payment for the work specified herein, the amounts computed below based on the following lump sum and unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum amounts and unit price amounts represent a true measure of the labor, material, and equipment required to perform the work, including all allowances for overhead and profit. If so requested by the District, the Contractor shall substantiate any price or prices with additional detailed price breakdown.

During or after the award of the contract, the District reserves the right to increase or diminish the amount of any item of work or item(s) as may be deemed necessary. The unit prices shall remain unchanged for the duration of this contract even if the unit quantities are decreased by any amount or increased up to 150%. The District also reserves the right to delete any bid item(s) in its entirety.

Quantities for lump sum items are shown as "LS" under the unit column and shown as one (1), however all required work for that item is inclusive. For example, a lump sum item, for potholing may involve several potholes in order to perform the required work, and the unit price of that lump sum item shall remain unchanged for the duration of this contract.

If Bidder uses add/deduct items, the Bidder will be required to identify the specific item(s) being changed and amount(s) for each in order to be considered a responsive bidder.

**1485-1 PUMP STATION REPLACEMENT**

BID OPENING: August 26, 2008 at 2:00 pm  
CIP P2172

ITEM No.	DESCRIPTION			ENGINEER'S ESTIMATE		SCW CONTRACTING CORPORATION		ARRIETA CONSTRUCTION, INC.		KTA CONSTRUCTION, INC.		CASS CONSTRUCTION INC.		SOCAL PACIFIC CONSTRUCTION CORP.		HPS MECHANICAL, INC.		NEWEST CONSTRUCTION COMPANY INC.		ZONDIROS CORPORATION		Average Cost		
		QTY	UNITS	Unit Price	Total Price	1/8		2/8		3/8		4/8		5/8		6/8		7/8		8/8				
						Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		Unit Price	Total Price
1	Mobilization, Demobilization, Insurance and Bonds	1	LS	\$100,000	\$100,000	\$45,000	\$45,000	\$44,700	\$44,700	\$95,000	\$95,000	\$32,850	\$32,850	\$100,000	\$100,000	\$27,362	\$27,362	\$42,000	\$42,000	\$10,000	\$10,000	\$10,000	\$49,614	
2	Sheeting, Shoring, and Bracing	1	LS	\$50,000	\$50,000	\$10,000	\$10,000	\$5,250	\$5,250	\$25,000	\$25,000	\$1,500	\$1,500	\$1,000	\$1,000	\$3,970	\$3,970	\$23,740	\$23,740	\$11,500	\$11,500	\$11,500	\$10,245	
3	Traffic Control, Coordination with Adjacent Homeowners, Drainage Maintenance, Potholing	1	LS	\$40,000	\$40,000	\$5,000	\$5,000	\$5,530	\$5,530	\$10,000	\$10,000	\$22,375	\$22,375	\$8,500	\$8,500	\$8,085	\$8,085	\$41,300	\$41,300	\$16,250	\$16,250	\$16,250	\$14,630	
4	Clearing, Grubbing, Surveying, Demolition, Salvage, Dewatering, Drainage Maintenance and Dust Control	1	LS	\$20,000	\$20,000	\$40,000	\$40,000	\$45,579	\$45,579	\$75,000	\$75,000	\$57,085	\$57,085	\$75,000	\$75,000	\$60,200	\$60,200	\$144,290	\$144,290	\$52,300	\$52,300	\$52,300	\$68,682	
5	Earthwork, Excavation, Import, Testing	1	LS	\$75,000	\$75,000	\$50,000	\$50,000	\$16,265	\$16,265	\$45,000	\$45,000	\$39,165	\$39,165	\$65,000	\$65,000	\$46,260	\$46,260	\$30,680	\$30,680	\$180,500	\$180,500	\$180,500	\$59,109	
6	Connections to Existing Suction and Discharge Piping, Fittings, Encasement	1	LS	\$40,000	\$40,000	\$9,500	\$9,500	\$36,000	\$36,000	\$23,000	\$23,000	\$23,300	\$23,300	\$25,000	\$25,000	\$33,890	\$33,890	\$31,920	\$31,920	\$36,900	\$36,900	\$36,900	\$27,439	
7	Ductile Iron Pipe, Fittings, 6-Inch and 8-Inch Gate Valves, Air Valves, Supports, Misc. Fittings	1	LS	\$90,000	\$90,000	\$65,000	\$65,000	\$90,000	\$90,000	\$48,000	\$48,000	\$55,000	\$55,000	\$115,000	\$115,000	\$59,060	\$59,060	\$77,340	\$77,340	\$76,600	\$76,600	\$76,600	\$73,250	
8	Steel Pipe, Fittings, Encasements, Can for Pump 4, Sole Plate, Misc.	1	LS	\$20,000	\$20,000	\$25,000	\$25,000	\$56,600	\$56,600	\$40,000	\$40,000	\$80,350	\$80,350	\$50,000	\$50,000	\$96,540	\$96,540	\$67,950	\$67,950	\$70,700	\$70,700	\$70,700	\$60,893	
9	Vertical Turbine Can Pump and Motor Assemblies, Sole Plate, Base, Air Valves, Misc.	3	EA	\$70,000	\$210,000	\$50,000	\$150,000	\$54,900	\$164,700	\$55,000	\$165,000	\$53,200	\$159,600	\$50,000	\$150,000	\$40,000	\$120,000	\$72,120	\$216,360	\$68,400	\$205,200	\$205,200	\$166,358	
10	18-Inch Reinforced Concrete Drainage Pipe, Catch Basins, Encasement, Headwalls, Curbing	1	LS	\$75,000	\$75,000	\$48,000	\$48,000	\$50,300	\$50,300	\$60,000	\$60,000	\$81,000	\$81,000	\$67,000	\$67,000	\$80,560	\$80,560	\$59,135	\$59,135	\$65,500	\$65,500	\$65,500	\$63,937	
11	Misc. Piping, Couplings, Paint, Supports, Connections, Clamps, Thrust Blocks	1	LS	\$30,000	\$30,000	\$5,000	\$5,000	\$24,800	\$24,800	\$10,000	\$10,000	\$37,000	\$37,000	\$14,000	\$14,000	\$24,690	\$24,690	\$22,110	\$22,110	\$23,000	\$23,000	\$23,000	\$20,075	
12	4-Inch Pump Control & Pressure Reduction and Relief Valves, Micro Switches	5	EA	\$10,000	\$50,000	\$5,000	\$25,000	\$6,710	\$33,550	\$7,000	\$35,000	\$5,580	\$27,900	\$5,000	\$25,000	\$6,270	\$31,350	\$5,245	\$26,225	\$7,800	\$39,000	\$39,000	\$30,378	
13	Flow Meter Vault, 12-Inch Magnetic Meter, Fittings, Fan, Light, Bilco Hatch, Misc.	1	LS	\$30,000	\$30,000	\$30,000	\$30,000	\$34,100	\$34,100	\$35,000	\$35,000	\$26,750	\$26,750	\$25,000	\$25,000	\$34,000	\$34,000	\$25,200	\$25,200	\$39,000	\$39,000	\$39,000	\$31,131	
14	Sump Pumps, Piping, Interior and Sump Drains, Float and Flood Switches, Misc.	1	LS	\$15,000	\$15,000	\$2,500	\$2,500	\$26,400	\$26,400	\$10,000	\$10,000	\$12,230	\$12,230	\$17,000	\$17,000	\$24,000	\$24,000	\$6,725	\$6,725	\$73,400	\$73,400	\$73,400	\$21,532	
15	Traveling Bridge Crane System	1	LS	\$50,000	\$50,000	\$30,000	\$30,000	\$49,900	\$49,900	\$50,000	\$50,000	\$39,770	\$39,770	\$42,000	\$42,000	\$61,760	\$61,760	\$41,680	\$41,680	\$54,600	\$54,600	\$54,600	\$46,214	
16	Cast-in-Place Concrete - Pump Station	1	LS	\$80,000	\$80,000	\$150,000	\$150,000	\$93,713	\$93,713	\$110,000	\$110,000	\$139,350	\$139,350	\$75,000	\$75,000	\$151,500	\$151,500	\$134,625	\$134,625	\$159,700	\$159,700	\$159,700	\$126,736	
17	Cast-in-Place Concrete - Walls	1	LS	\$60,000	\$60,000	\$35,000	\$35,000	\$46,600	\$46,600	\$30,000	\$30,000	\$52,100	\$52,100	\$48,000	\$48,000	\$58,300	\$58,300	\$51,195	\$51,195	\$104,700	\$104,700	\$104,700	\$53,237	
18	Reinforced Masonry - Pump Station	1	LS	\$100,000	\$100,000	\$45,000	\$45,000	\$38,050	\$38,050	\$55,000	\$55,000	\$40,665	\$40,665	\$40,000	\$40,000	\$56,600	\$56,600	\$59,210	\$59,210	\$39,500	\$39,500	\$39,500	\$46,753	
19	Reinforced Masonry - Walls	1	LS	\$60,000	\$60,000	\$15,000	\$15,000	\$37,000	\$37,000	\$61,000	\$61,000	\$57,600	\$57,600	\$38,000	\$38,000	\$35,500	\$35,500	\$20,000	\$20,000	\$38,500	\$38,500	\$38,500	\$54,700	
20	Structural Steel Beams and Metal Decking	1	LS	\$60,000	\$60,000	\$80,000	\$80,000	\$90,678	\$90,678	\$40,000	\$40,000	\$88,400	\$88,400	\$100,000	\$100,000	\$199,700	\$199,700	\$51,355	\$51,355	\$45,300	\$45,300	\$45,300	\$86,929	
21	Roof System - Architectural	1	LS	\$34,000	\$34,000	\$25,000	\$25,000	\$31,630	\$31,630	\$12,000	\$12,000	\$5,300	\$5,300	\$20,000	\$20,000	\$35,400	\$35,400	\$36,000	\$36,000	\$29,400	\$29,400	\$29,400	\$24,341	
22	Steel Doors and Frames	1	LS	\$29,000	\$29,000	\$25,000	\$25,000	\$24,270	\$24,270	\$10,000	\$10,000	\$26,600	\$26,600	\$60,000	\$60,000	\$21,700	\$21,700	\$24,000	\$24,000	\$12,600	\$12,600	\$12,600	\$25,521	
23	Louvers and Skylights	1	LS	\$11,000	\$11,000	\$15,000	\$15,000	\$17,000	\$17,000	\$22,000	\$22,000	\$21,300	\$21,300	\$52,000	\$52,000	\$39,240	\$39,240	\$8,890	\$8,890	\$8,900	\$8,900	\$8,900	\$23,041	
24	Architectural - Hardware Painting, Finishes, Misc	1	LS	\$12,000	\$12,000	\$3,500	\$3,500	\$15,190	\$15,190	\$25,000	\$25,000	\$33,800	\$33,800	\$18,000	\$18,000	\$21,720	\$21,720	\$14,800	\$14,800	\$26,200	\$26,200	\$26,200	\$19,776	
25	Electrical Site Demolition	1	LS	\$13,000	\$13,000	\$15,000	\$15,000	\$13,285	\$13,285	\$5,000	\$5,000	\$5,800	\$5,800	\$6,000	\$6,000	\$17,000	\$17,000	\$11,960	\$11,960	\$15,000	\$15,000	\$15,000	\$11,131	
26	SCADA and Intrusion Alarm Systems	1	LS	\$46,000	\$46,000	\$20,000	\$20,000	\$61,390	\$61,390	\$70,000	\$70,000	\$64,150	\$64,150	\$67,000	\$67,000	\$39,600	\$39,600	\$156,990	\$156,990	\$35,000	\$35,000	\$35,000	\$64,266	
27	MCC and Associated Level, Pressure and Flow Controls	1	LS	\$49,000	\$49,000	\$35,000	\$35,000	\$44,480	\$44,480	\$51,000	\$51,000	\$46,200	\$46,200	\$48,000	\$48,000	\$17,000	\$17,000	\$51,720	\$51,720	\$15,000	\$15,000	\$15,000	\$38,550	
28	Electrical Service, Meters, Interconnecting Wiring and Associated Equipment	1	LS	\$66,000	\$66,000	\$45,000	\$45,000	\$98,217	\$98,217	\$115,000	\$115,000	\$99,300	\$99,300	\$108,000	\$108,000	\$122,400	\$122,400	\$105,880	\$105,880	\$108,000	\$108,000	\$108,000	\$100,225	
29	Emergency 180 kW Generator	1	LS	\$98,000	\$98,000	\$70,000	\$70,000	\$128,050	\$128,050	\$120,000	\$120,000	\$121,200	\$121,200	\$97,000	\$97,000	\$81,400	\$81,400	\$106,630	\$106,630	\$71,000	\$71,000	\$71,000	\$99,410	
30	AC Pavement, Chain Link Fence, Double Swing Gate, Swing Gate Operators	1	LS	\$95,000	\$95,000	\$25,000	\$25,000	\$50,500	\$50,500	\$65,000	\$65,000	\$70,650	\$70,650	\$60,000	\$60,000	\$56,000	\$56,000	\$55,850	\$55,850	\$69,800	\$69,800	\$69,800	\$56,600	
31	In-Line Pump Room Exhaust System	1	LS	\$15,000	\$15,000	\$25,000	\$25,000	\$24,670	\$24,670	\$25,000	\$25,000	\$24,000	\$24,000	\$11,500	\$11,500	\$30,800	\$30,800	\$30,985	\$30,985	\$62,400	\$62,400	\$62,400	\$29,294	
32	Gen-Set Sound Attenuation System and Associated Louvers and Silencers	1	LS	\$30,000	\$30,000	\$75,000	\$75,000	\$25,600	\$25,600	\$1,000	\$25,000	\$17,500	\$17,500	\$4,000	\$4,000	\$5,100	\$5,100	\$15,500	\$15,500	\$2,000	\$2,000	\$2,000	\$21,213	
33	Pump Room Exhaust Air Registers	1	LS	\$10,000	\$10,000	\$25,000	\$25,000	\$787	\$787	\$33	\$1,000	\$7,900	\$7,900	\$57,000	\$57,000	\$340	\$340	\$15,500	\$15,500	\$7,400	\$7,400	\$7,400	\$7,953	
34	Rock Excavation	200	CY	\$75	\$15,000	\$75	\$15,000	\$75	\$15,000	\$75	\$15,000	\$75	\$15,000	\$75	\$15,000	\$75	\$15,000	\$75	\$15,000	\$75	\$15,000	\$75	\$15,000	\$15,000
35	Unknown Site Conditions	1	LS	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
36	Add or (Deduct)	1	LS	0	0	\$67,000	\$67,000	\$10,000	\$10,000	0	0	\$15,000	\$15,000	0	0	\$20,000	\$20,000	(\$45,000)	(\$45,000)	\$31,000	\$31,000	\$31,000	\$12,250	
37	Electrical Allowance	1	LS	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	
<b>TOTAL SUBMITTED BID</b>					<b>\$1,823,000</b>	<b>\$1,580,000</b>	<b>\$1,594,784</b>	<b>\$1,628,000</b>	<b>\$1,692,690</b>	<b>\$1,681,950</b>	<b>\$1,781,027</b>	<b>\$1,822,745</b>	<b>\$1,896,672</b>	<b>\$1,705,412</b>										
<b>CORRECTED BID</b>						<b>\$1,530,500</b>						<b>\$1,697,700</b>									<b>\$1,895,850</b>			

**COMMENTS:** The following three (3) contractors had errors in calculating their Total Bid amounts (sum of the total amounts for bid items 1 through 37): (1) SCW Contracting Corporation, (2) Social Pacific Construction Corp., and (3) Zondiros Corporation.

# AGENDA ITEM 8



## STAFF REPORT

TYPE MEETING:	Regular Board Meeting	MEETING DATE:	October 9, 2008
SUBMITTED BY:	Mark Watton, General Manager	W.O./G.F. NO:	DIV. NO.
SUBJECT:	Board of Directors 2008 and 2009 Calendar of Meetings		

### GENERAL MANAGER'S RECOMMENDATION:

At the request of the Board, the attached Board of Director's meeting calendar for 2008 and 2009 is being presented for discussion.

### PURPOSE:

This staff report is being presented to provide the Board the opportunity to review the 2008 and 2009 Board of Director's meeting calendars and amend the schedules as needed.

### COMMITTEE ACTION:

N/A

### ANALYSIS:

The Board requested that this item be presented at each meeting so they may have an opportunity to review the Board meeting calendar schedule and amend it as needed. Please note that the November 2008 meeting has been moved from November 5 to Thursday, November 13, 2008; and the December 2008 meeting has been moved from December 3 to Monday, December 15, 2008.

### STRATEGIC GOAL:

N/A

### FISCAL IMPACT:

None.

### LEGAL IMPACT:

None.

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

Attachments: Calendar of Meetings for 2008 and 2009

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**Board of Directors, Workshops  
and Committee Meetings  
2008**

**Regular Board Meetings:**

January 14, 2008  
February 6, 2008  
March 5, 2008  
April 2, 2008  
May 7, 2008  
June 10, 2008  
July 2, 2008  
August 6, 2008  
September 3, 2008  
October 9, 2008  
November 13, 2008  
*December 15, 2008*

**Special Board or Committee Meetings (3<sup>rd</sup>  
Wednesday of Each Month or as Noted)**

January 22, 2008  
February 20, 2008  
March 19, 2008  
April 16, 2008  
May 21, 2008  
June 18, 2008  
July 16, 2008  
August 20, 2008  
September 17, 2008  
October 15, 2008  
**November 19, 2008**  
December 17, 2008

**Board Workshops:**

Budget Workshop, June 10 and 23, 2008  
Board Retreat Workshop, TBD

**Board of Directors, Workshops  
and Committee Meetings  
2009**

**Regular Board Meetings:**

January 7, 2009  
February 4, 2009  
March 4, 2009  
April 1, 2009  
May 6, 2009  
June 3, 2009  
July 1, 2009  
August 5, 2009  
September 2, 2009  
October 7, 2009  
November 4, 2009  
December 2, 2009

**Special Board or Committee Meetings (3<sup>rd</sup>  
Wednesday of Each Month or as Noted)**

January 21, 2009  
February 18, 2009  
March 18, 2009  
April 22, 2009  
May 20, 2009  
June 17, 2009  
July 22, 2009  
August 19, 2009  
September 23, 2009  
October 21, 2009  
November 18, 2009  
December 16, 2009

**Board Workshops:**

Budget Workshop, TBD  
Board Retreat Workshop, TBD

# AGENDA ITEM 9



## STAFF REPORT

TYPE	Regular Board Meeting	MEETING	October 9, 2008		
MEETING:		DATE:			
SUBMITTED BY:	Mark Watton, General Manager	W.O./G.F.	N/A	DIV.	N/A
		NO:		NO.	
SUBJECT:	General Manager's Report				

### GENERAL MANAGER:

#### FLAGSHIP PROJECTS:

Update on the design of the **36-Inch Potable Water Pipeline from FCF #14 to Regulatory Site** (CIP P2009) for the month of August 2008:

- Lee & Ro was awarded the Professional Engineering Design Services Contract at the August 6, 2008 Board meeting to complete the pipeline project design after the termination of the previous consultant contract.
- Lee & Ro has completed the aerial topography for the alternative alignment.
- Lee & Ro is progressing with review of the existing Infrastructure Engineering Corp. (IEC) design plans as well as the initial design of the alternative alignment.
- Lee & Ro is fully engaged in the project and integrated with the project team.
- Project design is scheduled to be completed in December 2008 (original completion date was July 2008) and the project will be advertised for bid in January 2009.

Update on the **640-1 and 640-2 Reservoirs Project** (CIP P2185) for the month of August 2008:

- Asphalt paving of entire site is 90% complete.
- The de-silting basin is 90% complete.
- SCADA programming and testing is complete.
- Project schedule is 93% complete and projected to finish December 2008. Project is on schedule and on budget.

VOCAL:

- Several local water agencies have been discussing the potential benefits of a retail agency oriented association to represent their customers in Sacramento. The need for such representation has become more apparent as water supply and reliability is threatened and legislative bills are being introduced that will affect retail operations. This discussion has resulted in setting up an exploratory group made up of Otay, Padre Dam, Fallbrook Public Utility District and Olivenhain Municipal Water District and the start of VOCAL, Voice of the Consumers at the Local Level. Each agency has contributed \$2500 toward the development of brochures and setting up a corporate structure for VOCAL and recruitment of other agencies in the Southern California area. On October 16th at the Water Agencies Association dinner, VOCAL will make a presentation to attract others to join. The group will also make the rounds of retail agencies in Orange County and Los Angeles to attract members. The VOCAL group is not attempting to take away from other industry representation but will be additive as ACWA has its focus more on the agricultural water supply and SDCWA is focused on wholesale water interests. The next few months will tell if retail agencies wish to have this identity in Sacramento.

CESPT:

- Update on activity with CESPT. On August 27th staff along with Director Bonilla visited with the staff of CESPT at their Tijuana offices. CESPT gave an update on the various studies and other permit matters they plan to undertake in January pertaining to a desal plant at Rosarito Beach. Staff was also provided a tour of the CESPT Los Olivos recycled water plant. CESPT is embarking on an aggressive water reuse plan and is

installing purple pipe now with plans for much more in the future. The visit concluded with a commitment by Otay and CESPT staff to assist and share any information or experiences concerning the recycled water service.

Otay received an invitation to attend the September 25th inauguration of the Los Olivos recycled water plant. Rod Posada, German Alvarez and Hector Mares attended on behalf of the district. Otay received honorable mention by Baja California Governor Osuna for our close and collaborative relations with CESPT. I believe we were the only agency at the celebration from the US.

On October 8, CESPT staff will visit with us at our offices as a continuation of the desal and recycled water information sharing.

## **ADMINISTRATIVE SERVICES, INFORMATION TECHNOLOGY AND FINANCE:**

### ***Administrative Services:***

#### *Human Resources:*

- There was one employee hired in the month of September: a Water Systems Operator I.
- The District held all employee meetings on September 4<sup>th</sup> to roll out the Employee Satisfaction Survey Results. Employees were interested in the results and expressed appreciation for the District providing the informational meetings. The report and presentation have been posted on the Inet for employee review and reference.

#### *Purchasing:*

- Landscape and Irrigation Audit - Based on an audit completed by Water Conservation Staff, the District is reviewing the Administrative and Operations' office facilities to identify opportunities to improve security, improve irrigation, and reduce water use. It is expected that changes to the landscape and irrigation system will be made within the next 90 days. Changes will include replacing or modifying plant selection to improve visibility and appearance and modifying irrigation systems to efficiently accommodate plant changes.

- There were 113 purchase orders processed in September 2008 for a total amount of \$921,774.66.

Safety & Security:

- Completed the training of 46 employees on CPR/First Aid/AED Certifications -- updated District AEDs to the new CPR standard.
- Completed the training of 61 employees on Confined Space regulations and the District's procedures. The training included certification as an Attendant, Authorized Entrant, Entry Supervisor, and Permit Required Confined Space procedures.
- Participated in meetings with the:
  - County Office of Emergency Services (OES) and other agencies related to Disaster Preparedness. Currently working with Helix, Padre Dam, San Miguel Consolidated Fire Protection District and City of El Cajon on OES Golden Guardian Exercise, for November 13, 2008.
  - Water Utilities Safety Managers Association (WUSMA). Reviewed Emergency Preparedness and Hazard Mitigation Department of Homeland Security and FEMA funding and programs.
  - District Attorney's Office and other Law Enforcement Agencies and Utility Agencies related to theft of metals contained in backflow devices, meters, and copper in electrical wiring.
- Completed compliance inspection with the County of San Diego on three Facility Hazardous Materials Business Plans. Updated Hazardous Materials Business Plans, to include updating Site Maps, Emergency Response Training, Chemical Inventories, and Emergency Contact Information. No citations or fines assessed.

Water Conservation:

- Artificial Turf Rebate Program - Monte Vista High School invited the District to participate in its ribbon cutting ceremony on September 19<sup>th</sup>. Eastlake High School expects to have their opening ceremony in late October. In addition, staff spoke to the Superintendent for the

Jamul-Dulzura Elementary School District about their plans to install artificial turf at the Oakgrove Middle School next summer and about other available incentive programs.

- Changes to the Water Conservation Best Management Practices (BMPs) - Staff attended the California Urban Water Conservation Council Plenary meeting on September 10<sup>th</sup> to hear and provide comments upon the draft revisions to the BMPs. If approved in December, the 14 BMPs will be consolidated into five BMPs, grouped by programmatic similarity. In addition to the traditional BMP approach, there will be a flex track option and ultimately a third option involving the reduction of the District's Gallons Per Capita Per Day (GPCD) over time.
- State Water Resources Control Board (SWRCB) Workshop to Assess Mandating BMPs - SWRCB held a workshop on October 1<sup>st</sup> and asked for written comments by September 23<sup>rd</sup>. Staff submitted comments to the SWRCB stating that it did not believe mandated water conservation was necessary at this time, given the proposed changes allowing increased flexibility and therefore, greater compliance if the draft revisions to the BMPs are approved.
- Rotating Sprinkler Nozzle Class Promotion - Staff has been busy setting up a rotating nozzle seminar for homeowners, scheduled for October 11<sup>th</sup> at the District offices. Interest has been high and the class is quickly filling up. This class is jointly sponsored and promoted by Helix Water District and the Sweetwater Authority. The class is being promoted at the Garden, in the District's lobby, at events, and directly to high water use customers as well as those who received a residential survey, or a smart irrigation controller.
- Cash for Plants - Interest in the District's Turfgrass Replacement Program is high. Through the end of September, there have been 14 completed projects involving over 49,000 square feet of irrigated turfgrass. There are another 20 projects, including two HOAs, involving 25,000 square feet that are expected to be completed before the grant with USBR expires at the end of January 2009. Staff is also working to transition into MET and CWA's Cash for Grass pilot programs when they start in early 2009.

- School Education Program - Due to word of mouth and the District's mailing last month, 19 school bus tours have been scheduled to the Water Conservations Garden to date. The first tour is scheduled for October 14<sup>th</sup>. Thirteen tours were scheduled and conducted between October and December of last year, although several had to be rescheduled due to the fires.

***Information Technology and Strategic Planning:***

- Strategic Plan FY09-FY11: Staff has completed almost all work in assembling the Strategic Plan Objectives and Performance Measures. The Senior Team will kick-off the plan with staff the week of October 13<sup>th</sup>. The Inet version of the plan will be live this week.
- GIS - Staff is making significant progress in migrating to a new set of servers. This new platform is required to provide an enhanced level of services for field use of GIS.
- Geoff Stevens, at the request of ESRI, made a presentation at the ESRI Regional Meeting in Anaheim on September 18<sup>th</sup> discussing Otay's enterprise GIS systems.
- Otay staff has made several system related billing improvements including the addition of real time cashiering and permitting (live this week), grouping of bills for large accounts, and testing on new bill insert capabilities (intelligent inserting).

***Finance:***

- Credit Ratings - The District's credit rating is becoming more and more significant as the financial problems in the economy continue to erode the general level of investor confidence. Not only does the District enjoy a AA- rating in a difficult economic environment, but the rating agencies have openly discussed the probability of a wholesale increase in government ratings. The reason for this increase is to recognize the comparative safety of government issued bonds. The rating agencies are acknowledging that the safety of government bonds has been under recognized for years. This means that Otay may very well receive an increase from AA- to AA within the next year. The strong support by the Board on all financial matters is one of the distinguishing factors

that the District can point to as the markets evaluate and determine the District's rating and the corresponding level of interest to be paid on future borrowings.

- Market Instability - The District manages its investments, first and foremost, to preserve principal. This is required in the State Code explicitly, as well as via the allowable investments. The District adheres to all State requirements and even invests more conservatively than required. With this level of focus on safety, the District is protected from the current turmoil in the markets.
- 218 Notices - With direction from the Board, staff has revised the 218 Notices and will have a final version to provide to the Board of Directors at the October Board Meeting. These will include the updated amounts as directed by the Board from the September Board Workshop.
- Auditor Selection - With the financial audits, it is best practice to alternate CPA firms every five years. The District is completing its fifth year with the current firm and staff is preparing to send an RFP for a new CPA firm. This selection process is expected to be ready to bring to the Board in January.
- State Budget - With the delay in the State budget approval, many state organizations are short funding. This has caused a number of Otay customers to be late in their bill payments. The total due on all accounts is \$207,705.91, with the two largest customers being the prison and the veteran home. In prior years, with similar budget delays, the District was fully paid with the approval of the State budget. Staff anticipates the same resolution this year.

**The financial reporting for August 31, 2008 is as follows:**

- For the two months ended August 31, 2008, there are total revenues of \$12,369,509 and total expenses of \$11,526,902. The revenues exceeded expenses by \$842,607.

**The financial reporting for investments for August 31, 2008 is as follows:**

- The market value shown in the Portfolio Summary and in the Investment Portfolio Details as of August 31, 2008 total \$81,104,162.64 with an average yield to maturity of 3.355%. The total earnings year-to-date are \$493,711.66.

## **ENGINEERING AND WATER OPERATIONS:**

### ***Engineering:***

- **850-4 Reservoir** - Spiess Construction is awaiting construction materials. The reservoir is for increased capacity in the 850 Pressure Zone, as required by the 2002 Water Resource Master Plan. This project is expected to be completed in May 2009. This project is on schedule and on budget. (P2191)
- **12-Inch Pipeline (Three Amigas) Projects** - This project consists of upgrading and replacing existing 12-inch pipelines in the Rancho San Diego area because of the size, age, and the need for increased fire flows. These areas include Chase Ave./Fuerte Ave., Hidden Mesa Rd., Jamul Dr., and Steele Canyon Rd. Arrieta Construction completed pipeline construction on all of the aforementioned streets except for Steele Canyon Rd., where pipe installation has begun. The paving is complete on Jamul Dr. and Hidden Mesa Rd. This project is expected to be completed in January 2009 and is on schedule and on budget. (P2038)
- **20-Inch Recycled Pipeline Conversion** - ARB, Inc. (ARB) continues with the conversion of a 20-inch potable pipeline to a recycled pipeline in Chula Vista within the District's use area. ARB completed the repairs of the pipeline at the locations the inspection camera needed to be inserted. Staff has reviewed the video of the camera inspection and it revealed four (4) connections that were previously undocumented and unknown including three (3) 2-inch connections and one (1) 16-inch connection. Staff investigated each connection and determined that there were no service connections to these pipes. ARB cut & capped all four connections. This project is expected to be completed in February 2009. This project is on schedule and on budget. (R2081)
- **Calavo Sewer Lift Station** - NEWest Construction continues with the replacement of the Calavo Sewer Lift Station.

SDG&E has completed the design of the electric service to the lift station. This project is expected to be completed by December 31, 2008. This project is on schedule and on budget. (S2015)

- **Water Resources Master Plan (WRMP)** - PBS&J has begun the testing of the models for the potable and recycled water systems in an effort to discover and correct any anomalies. They have begun compiling the list of projects for the future CIP and have started the Program Environmental Impact Report (PEIR) for the Plan. This project is expected to be completed by June 30, 2009. (P1210)
- **Utility Agreement Reimbursements** - Staff is coordinating with Caltrans on utility agreement reimbursements to the District for the SR-905 and SR-125 highways. The reimbursements for the construction of SR-905 are at seven separate crossings. The construction work for which the District is responsible is complete. Caltrans construction is in progress. The District will potentially receive reimbursements of up to approximately \$850,000 during FY2009. The reimbursements for SR-125 are for the utility relocations along SR-125 at eight separate locations. Construction is complete and the District anticipates receiving reimbursements of up to \$450,000 during FY2009. Staff will process six utility amendments for utility agreements and submit for Board approval in October and November 2008. (P2440/P2416)
- **Otay Water District Subarea Plan for the Joint Water Agencies NCCP/HCP** - RECON is working on the research data and information gathering section for the Plan. They requested and were provided GIS information from the District to be used in the Plan. Also, staff worked closely with David Mayer, of the California Dept. of Fish and Game (CDFG), this month on the preparation of a grant proposal for funds to be used in the development of the Subarea Plan. These funds are available through the United States Fish and Wildlife Service (USFWS) Section 6 HCP Planning Grant program. The proposal was submitted on August 26, 2008.
- **San Diego Local Agency Formation Commission (LAFCO)** has expressed interest in doing an analysis of water availability. Traditionally, the San Diego County Water Authority (SDCWA) has done this for the Region - Staff

believes that the analysis of water planning should continue to be done by SDCWA. All the member agencies, individually and collectively, have already spent millions of dollars on water planning. Water Planning is not a core mission of LAFCO.

- For the month of August 2008, the District sold 10 meters (15.5 EDUs) generating \$80,395 in revenue. Accumulated revenue through August 31, 2008 was \$202,134 for 36.5 EDUs. Projection for this period was 56 meters (86.6 EDUs) with a budgeted revenue of \$473,433. Projected revenue from July 1, 2008 through June 30, 2009 is \$2,840,600.
- Approximately 493 linear feet of both CIP and developer project pipeline was installed in August 2008. The Construction Division performed quality control for these pipelines.
- The following table summarizes Engineering's Project purchases and change orders issued during the period of August 1, 2008 thru August 31, 2008 that were within staff signatory authority:

Date	Action	Amount	Contractor/ Consultant	Project
8-05-08	C.O. #7	\$19,265.56	Zondiros Corporation	SR-905 Utility Relocations for additional material and coordinating support of utility poles. (P2440 & P2454)
8-06-08	Check Request	\$4,000.00	Swinerton Management	Temporary Services. (P2009)
8-06-08	Check Request	\$11,696.47	Boyle Engineering	Plan Checking Services for miscellaneous developer projects.
8-25-08	Check Request	\$6,505.00	SDG&E	Calavo Sewer Pump Station relocation of underground electric service. (S2015)

**Water Operations:**

- Delivery of flows to Mexico resumed on September 2 for the months of September and October with a flow of 7.4 MGD.
- Potable water purchased for the second month of FY 09, August, 2008, was 4009.1 acre-feet. To date for FY 09 there has been 8137.7 acre-feet of water purchased. This is a -10.26 percent decrease from the same period last year.
- In the month of August, 2008 there were 9 new Automated Meter Reading (AMR) meters installed and 62 meters were retrofitted to AMR meters.
- As of September 1, 2008 there was a total of 18,382 3-G Master Meter radio-read units installed. Last month's Board Report figure of 18,321 was over stated by ten due to timing issues with service orders. The figure for this month, as shown above, is correct.

Total number of potable water accounts is 47,907; this is an increase of 6 accounts from last month, July, 2008.

- Recycled water consumption for the month of August is as follows:

Total flow was 619.9 acre-feet or 201,920,356 gallons and the average daily flow was 6,513,560 gallons per day.

Total number of recycled water accounts is 622; this is an increase of three from last month, July, 2008.

Total recycled water consumption to date for FY 2009 is 1220 acre-feet.

- Wastewater flows for the month of August were as follows:
  - Total basin flow, gallons per day: 2,029,000.
  - Spring Valley Sanitation District Flow to Metro, gallons per day: 673,000.

- Total Otay flow, gallons per day: 1,356,000.
- Flow Processed at the Ralph W. Chapman Water Recycling Facility, gallons per day: 1,182,000.
- Flow to Metro from Otay Water District, gallons per day: 174,000.

There were no new wastewater connections for the month of August, 2008. The total stands at 6,069 EDU's.



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General Manager

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OTAY WATER DISTRICT  
**COMPARATIVE BUDGET SUMMARY**  
 FOR TWO MONTHS ENDED AUGUST 31, 2008

	Annual Budget	YTD Actual	YTD Budget	YTD Variance	Var %
<b>REVENUE:</b>					
Water Sales	\$ 32,836,500	\$ 6,819,826	\$ 6,782,700	\$ 37,126	0.5%
Energy Charges	2,047,100	404,918	390,000	14,918	3.8%
System Charges	10,619,400	1,713,728	1,693,200	20,528	1.2%
Penalties	906,900	132,912	128,600	4,312	3.4%
MWD & CWA Fixed Charges	2,819,500	450,339	440,000	10,339	2.3%
Total Water Sales	<u>49,229,400</u>	<u>9,521,724</u>	<u>9,434,500</u>	<u>87,224</u>	<u>0.9%</u>
Reclamation Sales	6,344,500	1,553,352	1,520,300	33,052	2.2%
Sewer Charges	2,145,300	365,081	357,000	8,081	2.3%
Meter Fees	103,800	17,301	15,400	1,901	12.3%
Capacity Fee Revenues	1,301,900	220,577	217,000	3,577	1.6%
Betterment Fees for Maintenance	895,900	123,000	149,300	(26,300)	(17.6%)
Annexation Fees	483,600	21,266	80,600	(59,334)	(73.6%)
Non-Operating Revenues	1,633,100	323,629	257,200	66,429	25.8%
Tax Revenues	4,137,300	97,580	97,800	(220)	(0.2%)
Interest	667,800	106,000	111,300	(5,300)	(4.8%)
General Fund Draw Down	120,100	20,000	20,000	-	0.0%
Total Revenue	<u>\$ 67,062,700</u>	<u>\$ 12,369,509</u>	<u>\$ 12,260,400</u>	<u>\$ 109,109</u>	<u>0.9%</u>
<b>EXPENSES:</b>					
Potable Water Purchases	\$ 25,183,600	4,996,548	4,986,000	\$ (10,548)	(0.2%)
Recycled Water Purchases	1,490,800	375,153	387,300	12,147	3.1%
CWA-Infrastructure Access Charge	1,227,500	191,556	191,600	44	0.0%
CWA-Customer Service Charge	1,049,800	169,700	169,800	100	0.1%
CWA-Emergency Storage Charge	1,774,700	289,416	289,400	(16)	(0.0%)
MWD-Capacity Res Charge	602,800	99,288	99,200	(88)	(0.1%)
MWD-Readiness to Serve Charge	665,100	110,848	110,800	(48)	(0.0%)
Subtotal Water Purchases	<u>31,994,300</u>	<u>6,232,509</u>	<u>6,234,100</u>	<u>1,591</u>	<u>0.0%</u>
Power Charges	2,780,500	566,191	574,300	8,109	1.4%
Payroll & Related Costs	17,185,400	2,478,063	2,631,460	153,397	5.8%
Material & Maintenance	3,872,800	601,353	600,467	(886)	(0.1%)
Administrative Expenses	5,467,600	696,345	828,600	132,255	16.0%
Legal Fees	467,500	70,041	77,917	7,876	10.1%
Expansion Reserve	5,016,700	836,100	836,100	-	0.0%
Replacement Reserve	277,900	46,300	46,300	-	0.0%
Total Expenses	<u>\$ 67,062,700</u>	<u>\$ 11,526,902</u>	<u>\$ 11,829,243</u>	<u>\$ 302,341</u>	<u>2.6%</u>
<b>Excess Revenue (Expense)</b>	<u>\$ -</u>	<u>\$ 842,607</u>	<u>\$ 431,157</u>	<u>\$ 411,450</u>	

**OTAY WATER DISTRICT  
INVESTMENT PORTFOLIO REVIEW  
AUGUST 31, 2008**

**INVESTMENT OVERVIEW & MARKET STATUS:**

At the latest meeting of the Federal Reserve Board on September 16th, there was no change made to the federal funds rate. The next meeting is scheduled for October 29th. The last federal funds rate adjustment was made on April 30th, when the Board lowered the rate from 2.25% to 2.00%. That was the seventh reduction in a row since September 18th, when the rate was 5.25%. Due to the ongoing changes in the federal funds rate we have been extending the average maturity of the portfolio to maintain above market interest returns as long as possible. As a result, despite the large drop in available interest rates, with this investment strategy the District's overall effective rate of return on its portfolio at August 31st was 3.34%. At the same time the LAIF return on deposits has also dropped over the last several months, reaching an average effective yield of 2.78% for the month of August. Based on our success at maintaining a competitive rate of return on our portfolio during this extended period of interest rate declines, no changes in investment strategy are being considered at this time.

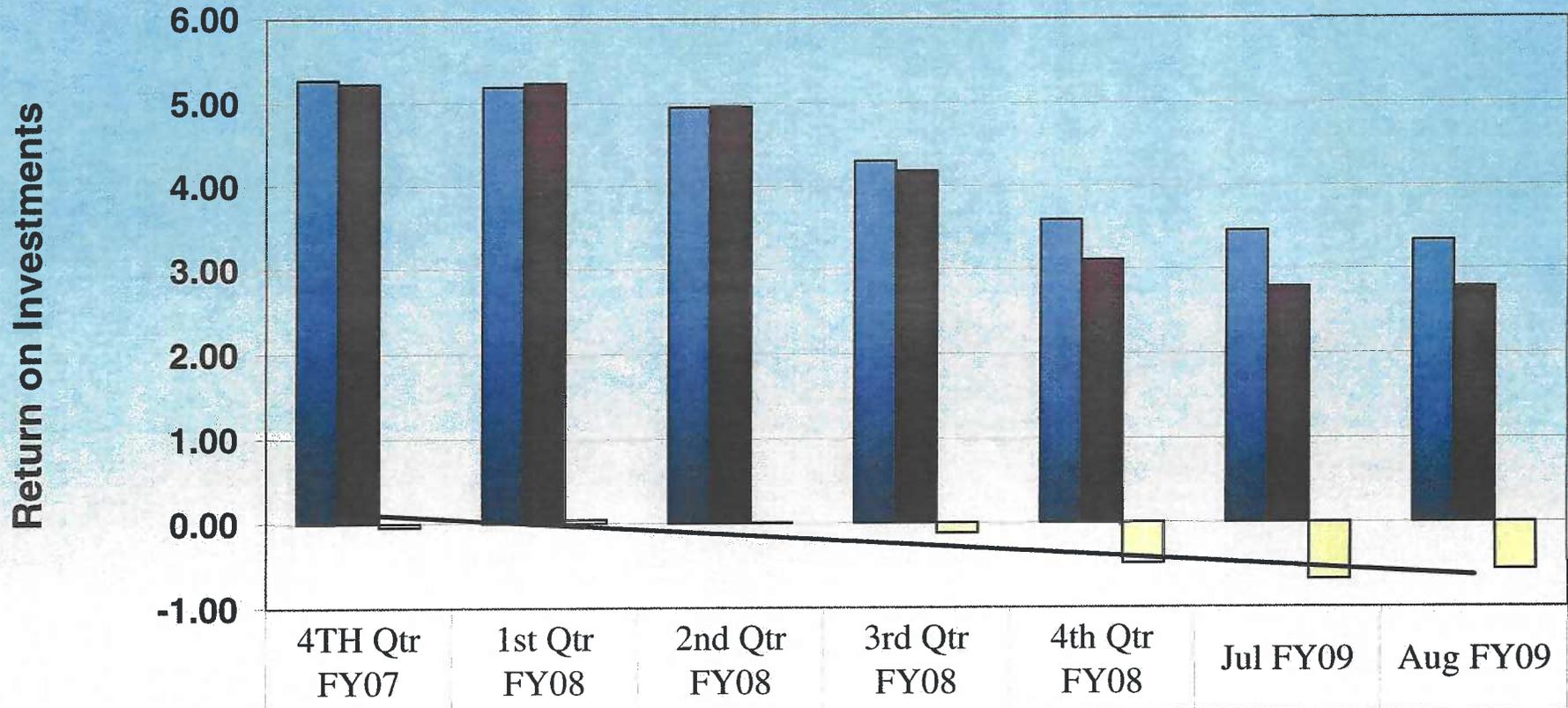
In the first 2-weeks of September there have been several headline events in the financial investment arena: 1) conservatorship of Fannie Mae & Freddie Mac by the federal government; 2) sale of Merrill Lynch to Bank of America; 3) bankruptcy filing by Lehman Brothers. None of these appear to have had any negative effect on the District's investment portfolio. In accordance with the District's Investment Policy, all District funds continue to be managed based on the objectives, in priority order, of safety, liquidity, and return on investment.

**PORTFOLIO COMPLIANCE: August 31, 2008**

	<u>Investment</u>	<u>State Limit</u>	<u>Otay Limit</u>	<u>Otay Actual</u>
8.01:	Treasury Securities	100%	100%	0
8.02:	Local Agency Investment Fund (Operations)	\$40 Million	\$40 Million	\$9.23 Million
8.02:	Local Agency Investment Fund (Bonds)	100%	100%	1.79%
8.03:	Federal Agency Issues	100%	100%	66.23%
8.04:	Certificates of Deposit	30%	15%	1.33%
8.05:	Short-Term Commercial Notes	25%	15%	0
8.06:	Medium-Term Commercial Debt	30%	15%	2.47%
8.07:	Money Market Mutual Funds	20%	15%	0
8.08:	San Diego County Pool	100%	100%	15.15%
12.0:	Maximum Single Financial Institution	100%	50%	1.65%

# Performance Measure F-12 Return on Investment

Target: Meet or Exceed 100% of LAIF

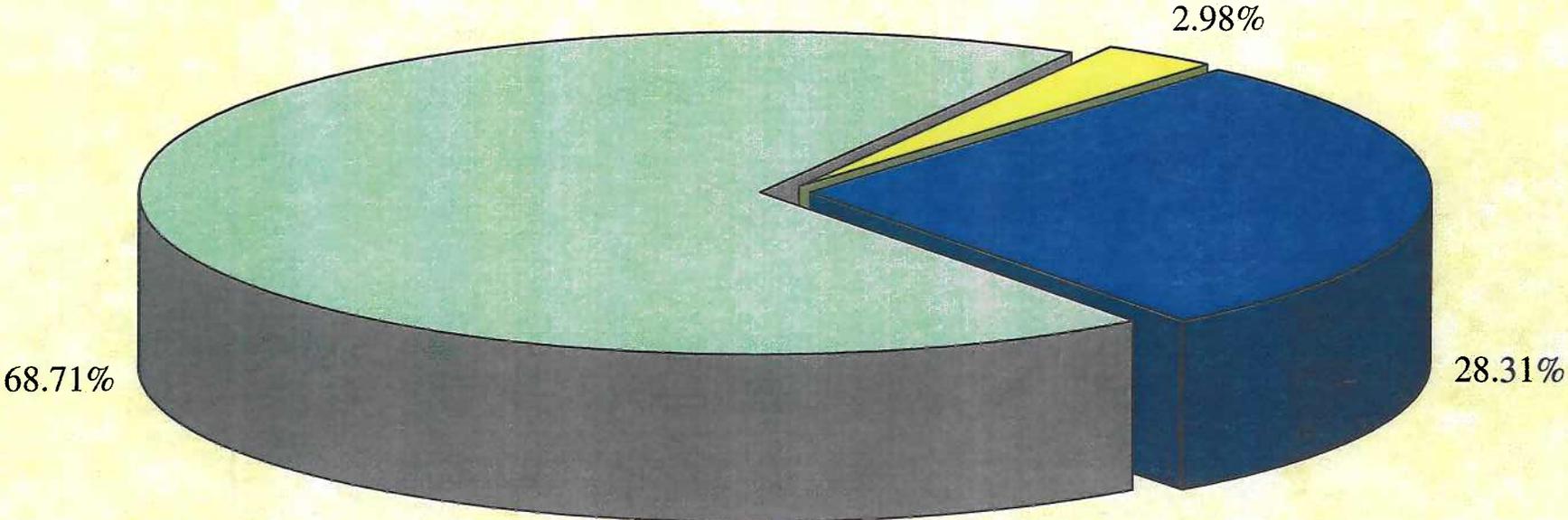


■ Otay	5.27	5.20	4.95	4.30	3.59	3.46	3.34
■ LAIF	5.23	5.24	4.96	4.18	3.11	2.79	2.78
■ Difference	-0.04	0.04	0.01	-0.12	-0.48	-0.67	-0.56

Month

■ Otay ■ LAIF ■ Difference — Linear (Difference)

# Otay Water District Investment Portfolio: 08/31/08



□ Banks (Passbook/Checking/CD) ■ Pools (LAIF & County) ■ Agencies & Corporate Notes

**OTAY  
Portfolio Management  
Portfolio Summary  
August 31, 2008**

<b>Investments</b>	<b>Par Value</b>	<b>Market Value</b>	<b>Book Value</b>	<b>% of Portfolio</b>	<b>Term</b>	<b>Days to Maturity</b>	<b>YTM 360 Equiv.</b>	<b>YTM 365 Equiv.</b>
Corporate Notes	2,000,000.00	2,054,891.97	2,024,958.36	2.54	1,111	821	4.340	4.401
Federal Agency Issues- Callable	53,704,100.00	53,629,038.20	53,703,266.89	67.32	922	771	3.435	3.483
Certificates of Deposit - Bank	1,079,108.00	1,079,108.00	1,079,108.00	1.35	393	133	4.728	4.793
Local Agency Investment Fund (LAIF)	10,682,037.08	10,681,505.32	10,682,037.08	13.39	1	1	2.741	2.779
San Diego County Pool	12,282,129.87	12,322,119.63	12,282,129.87	15.40	1	1	3.254	3.299
<b>Investments</b>	<b>79,747,374.95</b>	<b>79,766,663.12</b>	<b>79,771,500.20</b>	<b>100.00%</b>	<b>654</b>	<b>542</b>	<b>3.355</b>	<b>3.401</b>
<b>Cash</b>								
Passbook/Checking (not included in yield calculations)	1,337,499.52	1,337,499.52	1,337,499.52		1	1	1.614	1.637
<b>Total Cash and Investments</b>	<b>81,084,874.47</b>	<b>81,104,162.64</b>	<b>81,108,999.72</b>		<b>654</b>	<b>542</b>	<b>3.355</b>	<b>3.401</b>

<b>Total Earnings</b>	<b>August 31 Month Ending</b>	<b>Fiscal Year To Date</b>
Current Year	236,261.67	493,711.66
<b>Average Daily Balance</b>	<b>83,222,701.58</b>	<b>84,990,274.51</b>
<b>Effective Rate of Return</b>	<b>3.34%</b>	<b>3.42%</b>

I hereby certify that the investments contained in this report are made in accordance with the District Investment Policy Number 27 adopted by the Board of Directors on January 19, 2000. The market value information provided by Interactive Data Corporation. The investments provide sufficient liquidity to meet the cash flow requirements of the District for the next six months of expenditures.

  
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 Joseph Beachem, Chief Financial Officer

9-16-08

**OTAY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**August 31, 2008**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 360	Days to Maturity	Maturity Date
<b>Corporate Notes</b>												
36962G2S2	2044	General Electric Capital		11/16/2007	2,000,000.00	2,054,891.97	2,024,958.36	5.000	Aaa	4.340	821	12/01/2010
<b>Subtotal and Average</b>			<b>2,025,390.73</b>		<b>2,000,000.00</b>	<b>2,054,891.97</b>	<b>2,024,958.36</b>			<b>4.340</b>	<b>821</b>	
<b>Federal Agency Issues- Callable</b>												
31398AMX7	2064	FANNIE MAE		02/22/2008	2,000,000.00	1,993,125.00	2,000,000.00	3.000		2.959	536	02/19/2010
31331YB74	2073	Federal Farm Credit Bank		04/07/2008	2,000,000.00	1,981,875.00	2,000,000.00	3.180		3.136	948	04/07/2011
3133XNP52	2057	Federal Home Loan Bank		12/17/2007	2,000,000.00	2,001,250.00	2,000,000.00	4.375		4.315	746	09/17/2010
3133XNS42	2058	Federal Home Loan Bank		12/18/2007	2,000,000.00	2,008,125.00	2,000,000.00	4.250		4.192	655	06/18/2010
3133XNPR4	2059	Federal Home Loan Bank		12/24/2007	1,800,000.00	1,807,312.50	1,800,000.00	4.350		4.290	844	12/24/2010
3133XPDR2	2062	Federal Home Loan Bank		01/30/2008	2,000,000.00	1,998,750.00	2,000,000.00	3.060		3.018	515	01/29/2010
3133XPDS0	2063	Federal Home Loan Bank		01/30/2008	2,000,000.00	2,000,625.00	2,000,000.00	3.250		3.205	697	07/30/2010
3133XPWL4	2065	Federal Home Loan Bank		02/26/2008	2,000,000.00	1,996,875.00	2,000,000.00	3.000		2.959	543	02/26/2010
3133XPX90	2067	Federal Home Loan Bank		03/05/2008	2,000,000.00	1,997,500.00	2,000,000.00	3.020		2.979	550	03/05/2010
3133XPZN7	2068	Federal Home Loan Bank		03/03/2008	1,905,000.00	1,905,000.00	1,905,000.00	3.350		3.304	732	09/03/2010
3133XQC91	2070	Federal Home Loan Bank		03/17/2008	2,000,000.00	1,993,125.00	2,000,000.00	3.125		3.081	837	12/17/2010
3133XQF23	2071	Federal Home Loan Bank		03/25/2008	2,000,000.00	1,986,875.00	2,000,000.00	3.250		3.205	935	03/25/2011
3133XQJ78	2072	Federal Home Loan Bank		04/14/2008	2,000,000.00	1,985,000.00	2,000,000.00	3.150		3.107	955	04/14/2011
3133XQMC3	2074	Federal Home Loan Bank		04/14/2008	2,000,000.00	1,986,875.00	2,000,000.00	2.900		2.860	773	10/14/2010
3133XQUX8	2075	Federal Home Loan Bank		04/29/2008	2,000,000.00	1,993,125.00	2,000,000.00	3.100		3.058	788	10/29/2010
3133XRNM8	2083	Federal Home Loan Bank		06/30/2008	2,000,000.00	2,009,375.00	2,000,000.00	3.650		3.598	575	03/30/2010
3133XRK74	2084	Federal Home Loan Bank		06/30/2008	2,000,000.00	2,004,375.00	2,000,000.00	3.500		3.452	485	12/30/2009
3128X7TT1	2079	Federal Home Loan Mortgage		06/02/2008	2,000,000.00	1,995,159.91	2,000,000.00	3.625		3.575	1,004	06/02/2011
3128X7YG3	2082	Federal Home Loan Mortgage		06/26/2008	2,000,000.00	2,002,461.85	2,000,000.00	4.750		4.685	1,759	06/26/2013
31398AKS0	2060	Federal National Mortgage Assoc		01/07/2008	2,000,000.00	2,008,125.00	2,000,000.00	4.500		4.438	858	01/07/2011
31398ANH1	2069	Federal National Mortgage Assoc		03/10/2008	2,000,000.00	1,982,500.00	2,000,000.00	3.250		3.205	907	02/25/2011
3136F9LP6	2076	Federal National Mortgage Assoc		04/28/2008	1,999,100.00	1,990,353.94	1,999,100.00	3.000		2.959	604	04/28/2010
3136F9NB5	2077	Federal National Mortgage Assoc		05/12/2008	2,000,000.00	1,990,625.00	2,000,000.00	3.100		3.058	618	05/12/2010
31398ARD6	2078	Federal National Mortgage Assoc		05/19/2008	2,000,000.00	1,996,875.00	1,999,166.89	3.600		3.570	990	05/19/2011
3136F9SA2	2080	Federal National Mortgage Assoc		06/10/2008	2,000,000.00	1,998,750.00	2,000,000.00	3.265		3.220	647	06/10/2010
3136F9TS2	2081	Federal National Mortgage Assoc		06/25/2008	2,000,000.00	2,000,625.00	2,000,000.00	3.500		3.452	662	06/25/2010
3136F9WV1	2085	Federal National Mortgage Assoc		07/02/2008	2,000,000.00	2,014,375.00	2,000,000.00	4.000		3.945	669	07/02/2010
<b>Subtotal and Average</b>			<b>55,767,771.06</b>		<b>53,704,100.00</b>	<b>53,629,038.20</b>	<b>53,703,266.89</b>			<b>3.435</b>	<b>771</b>	

Portfolio OTAY  
AP

**OTAY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**August 31, 2008**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 360	Days to Maturity	Maturity Date
<b>Certificates of Deposit - Bank</b>												
205003183	2066	California Bank & Trust		01/22/2008	79,108.00	79,108.00	79,108.00	3.180		3.180	508	01/22/2010
1002812475	2061	Neighborhood National Bank		12/13/2007	1,000,000.00	1,000,000.00	1,000,000.00	4.850		4.850	103	12/13/2008
<b>Subtotal and Average</b>			<b>1,079,108.00</b>		<b>1,079,108.00</b>	<b>1,079,108.00</b>	<b>1,079,108.00</b>			<b>4.728</b>	<b>133</b>	
<b>Local Agency Investment Fund (LAIF)</b>												
LAIF	9001	STATE OF CALIFORNIA		07/01/2004	9,231,285.51	9,230,825.97	9,231,285.51	2.779		2.741	1	
LAIF COPS07	9009	STATE OF CALIFORNIA		03/07/2007	1,450,751.57	1,450,679.35	1,450,751.57	2.779		2.741	1	
<b>Subtotal and Average</b>			<b>10,761,069.34</b>		<b>10,682,037.08</b>	<b>10,681,505.32</b>	<b>10,682,037.08</b>			<b>2.741</b>	<b>1</b>	
<b>San Diego County Pool</b>												
SD COUNTY POOL	9007	San Diego County		07/01/2004	12,282,129.87	12,322,119.63	12,282,129.87	3.299		3.254	1	
<b>Subtotal and Average</b>			<b>12,268,577.56</b>		<b>12,282,129.87</b>	<b>12,322,119.63</b>	<b>12,282,129.87</b>			<b>3.254</b>	<b>1</b>	
<b>Total and Average</b>			<b>83,222,701.58</b>		<b>79,747,374.95</b>	<b>79,766,663.12</b>	<b>79,771,500.20</b>			<b>3.355</b>	<b>542</b>	

**OTAY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**August 31, 2008**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 360	Days to Maturity
<b>Union Bank</b>											
UNION MONEY	9002	STATE OF CALIFORNIA		07/01/2004	9,354.70	9,354.70	9,354.70	0.150		0.148	1
PETTY CASH	9003	STATE OF CALIFORNIA		07/01/2004	2,800.00	2,800.00	2,800.00			0.000	1
UNION OPERATING	9004	STATE OF CALIFORNIA		07/01/2004	1,300,667.56	1,300,667.56	1,300,667.56	1.682		1.659	1
PAYROLL	9005	STATE OF CALIFORNIA		07/01/2004	24,677.26	24,677.26	24,677.26			0.000	1
UNION IOC	9008	STATE OF CALIFORNIA		05/01/2006	0.00	0.00	0.00	4.500		4.438	1
		<b>Average Balance</b>	<b>0.00</b>								<b>1</b>
<b>Total Cash and Investmentss</b>			<b>83,222,701.58</b>		<b>81,084,874.47</b>	<b>81,104,162.64</b>	<b>81,108,999.72</b>			<b>3.355</b>	<b>542</b>

**OTAY**  
**Activity Report**  
**Sorted By Issuer**  
**July 1, 2008 - August 31, 2008**

CUSIP	Investment #	Issuer	Percent of Portfolio	Par Value		Transaction Date	Purchases or Deposits	Par Value		Ending Balance
				Beginning Balance	Current Rate			Redemptions or Withdrawals		
<b>Issuer: STATE OF CALIFORNIA</b>										
<b>Union Bank</b>										
UNION MONEY	9002	STATE OF CALIFORNIA			0.150		12,328,698.34	12,329,360.57		
UNION OPERATING	9004	STATE OF CALIFORNIA			1.682		677,079.96	918,820.43		
PAYROLL	9005	STATE OF CALIFORNIA					300.00	0.00		
<b>Subtotal and Balance</b>				<b>1,579,602.22</b>			<b>13,006,078.30</b>	<b>13,248,181.00</b>		<b>1,337,499.52</b>
<b>Local Agency Investment Fund (LAIF)</b>										
LAIF	9001	STATE OF CALIFORNIA			2.779		10,642,803.72	12,200,000.00		
LAIF COPS07	9009	STATE OF CALIFORNIA			2.779		11,096.79	0.00		
<b>Subtotal and Balance</b>				<b>12,228,136.57</b>			<b>10,653,900.51</b>	<b>12,200,000.00</b>		<b>10,682,037.08</b>
<b>Issuer Subtotal</b>				<b>14.823%</b>	<b>13,807,738.79</b>		<b>23,659,978.81</b>	<b>25,448,181.00</b>		<b>12,019,536.60</b>
<b>Issuer: California Bank &amp; Trust</b>										
<b>Certificates of Deposit - Bank</b>										
<b>Subtotal and Balance</b>				<b>79,108.00</b>						<b>79,108.00</b>
<b>Issuer Subtotal</b>				<b>0.098%</b>	<b>79,108.00</b>		<b>0.00</b>	<b>0.00</b>		<b>79,108.00</b>
<b>Issuer: FANNIE MAE</b>										
<b>Federal Agency Issues- Callable</b>										
<b>Subtotal and Balance</b>				<b>2,000,000.00</b>						<b>2,000,000.00</b>
<b>Issuer Subtotal</b>				<b>2.467%</b>	<b>2,000,000.00</b>		<b>0.00</b>	<b>0.00</b>		<b>2,000,000.00</b>
<b>Issuer: Federal Farm Credit Bank</b>										
<b>Federal Agency Issues- Callable</b>										
<b>Subtotal and Balance</b>				<b>2,000,000.00</b>						<b>2,000,000.00</b>

Portfolio OTAY

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OTAY  
Activity Report  
July 1, 2008 - August 31, 2008

CUSIP	Investment #	Issuer	Percent of Portfolio	Par Value		Transaction Date	Par Value		Ending Balance
				Beginning Balance	Current Rate		Purchases or Deposits	Redemptions or Withdrawals	
<b>Issuer Subtotal</b>			<b>2.467%</b>	<b>2,000,000.00</b>			<b>0.00</b>	<b>0.00</b>	<b>2,000,000.00</b>
<b>Issuer: Federal Home Loan Bank</b>									
<b>Federal Agency Issues- Callable</b>									
3133XLTL7	2037	Federal Home Loan Bank			5.550	07/30/2008	0.00	3,000,000.00	
3133XMX71	2042	Federal Home Loan Bank			4.500	08/14/2008	0.00	2,000,000.00	
3133XN6X2	2045	Federal Home Loan Bank			4.500	08/20/2008	0.00	2,000,000.00	
<b>Subtotal and Balance</b>				<b>36,705,000.00</b>			<b>0.00</b>	<b>7,000,000.00</b>	<b>29,705,000.00</b>
<b>Issuer Subtotal</b>			<b>36.634%</b>	<b>36,705,000.00</b>			<b>0.00</b>	<b>7,000,000.00</b>	<b>29,705,000.00</b>
<b>Issuer: Federal Home Loan Mortgage</b>									
<b>Federal Agency Issues- Callable</b>									
<b>Subtotal and Balance</b>				<b>4,000,000.00</b>					<b>4,000,000.00</b>
<b>Issuer Subtotal</b>			<b>4.933%</b>	<b>4,000,000.00</b>			<b>0.00</b>	<b>0.00</b>	<b>4,000,000.00</b>
<b>Issuer: Federal National Mortgage Assoc</b>									
<b>Federal Agency Issues- Callable</b>									
3136F9WV1	2085	Federal National Mortgage Assoc			4.000	07/02/2008	2,000,000.00	0.00	
<b>Subtotal and Balance</b>				<b>13,999,100.00</b>			<b>2,000,000.00</b>	<b>0.00</b>	<b>15,999,100.00</b>
<b>Issuer Subtotal</b>			<b>19.731%</b>	<b>13,999,100.00</b>			<b>2,000,000.00</b>	<b>0.00</b>	<b>15,999,100.00</b>
<b>Issuer: General Electric Capital</b>									
<b>Corporate Notes</b>									
<b>Subtotal and Balance</b>				<b>2,000,000.00</b>					<b>2,000,000.00</b>
<b>Issuer Subtotal</b>			<b>2.467%</b>	<b>2,000,000.00</b>			<b>0.00</b>	<b>0.00</b>	<b>2,000,000.00</b>
<b>Issuer: Neighborhood National Bank</b>									
<b>Certificates of Deposit - Bank</b>									
<b>Subtotal and Balance</b>				<b>1,000,000.00</b>					<b>1,000,000.00</b>

OTAY  
Activity Report  
July 1, 2008 - August 31, 2008

CUSIP	Investment #	Issuer	Percent of Portfolio	Par Value		Transaction Date	Par Value		Ending Balance
				Beginning Balance	Current Rate		Purchases or Deposits	Redemptions or Withdrawals	
<b>Issuer Subtotal</b>			<b>1.233%</b>	<b>1,000,000.00</b>			<b>0.00</b>	<b>0.00</b>	<b>1,000,000.00</b>
<b>Issuer: San Diego County</b>									
<b>San Diego County Pool</b>									
SD COUNTY POOL	9007	San Diego County			3.299		105,030.38	0.00	
<b>Subtotal and Balance</b>				<b>12,177,099.49</b>			<b>105,030.38</b>	<b>0.00</b>	<b>12,282,129.87</b>
<b>Issuer Subtotal</b>			<b>15.147%</b>	<b>12,177,099.49</b>			<b>105,030.38</b>	<b>0.00</b>	<b>12,282,129.87</b>
<b>Total</b>			<b>100.000%</b>	<b>87,768,046.28</b>			<b>25,765,009.19</b>	<b>32,448,181.00</b>	<b>81,084,874.47</b>

**OTAY**  
**GASB 31 Compliance Detail**  
**Sorted by Fund - Investment Class**  
**July 1, 2008 - August 31, 2008**

CUSIP	Investment #	Fund	Investment Class	Maturity Date	Beginning Invested Value	Purchase of Principal	Addition to Principal	Redemption of Principal	Adjustment in Value		Ending Invested Value
									Amortization Adjustment	Change in Market Value	
<b>Fund: Treasury Fund</b>											
LAIF	9001	99	Fair Value		10,787,944.73	0.00	142,803.72	1,700,000.00	0.00	77.52	9,230,825.97
LAIF COPS07	9009	99	Fair Value		1,439,583.11	0.00	11,096.79	0.00	0.00	-0.55	1,450,679.35
UNION MONEY	9002	99	Amortized		10,016.93	0.00	18.34	680.57	0.00	0.00	9,354.70
PETTY CASH	9003	99	Amortized		2,800.00	0.00	0.00	0.00	0.00	0.00	2,800.00
UNION OPERATING	9004	99	Amortized		1,542,408.03	0.00	5,311.00	247,051.47	0.00	0.00	1,300,667.56
PAYROLL	9005	99	Amortized		24,377.26	0.00	0.00	0.00	0.00	0.00	24,677.26
UNION IOC	9008	99	Amortized		0.00	0.00	0.00	0.00	0.00	0.00	0.00
1002812475	2061	99	Amortized	12/13/2008	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
205003183	2066	99	Amortized	01/22/2010	79,108.00	0.00	0.00	0.00	0.00	0.00	79,108.00
SD COUNTY POOL	9007	99	Fair Value		12,219,100.73	0.00	105,030.38	0.00	0.00	-2,011.48	12,322,119.63
3133XLTL7	2037	99	Fair Value	07/30/2010	3,006,562.50	0.00	0.00	3,000,000.00	0.00	-6,562.50	0.00
3133XMX71	2042	99	Fair Value	08/14/2009	2,004,375.00	0.00	0.00	2,000,000.00	0.00	-4,375.00	0.00
36962G2S2	2044	99	Fair Value	12/01/2010	2,051,704.10	0.00	0.00	0.00	0.00	3,187.87	2,054,891.97
3133XN6X2	2045	99	Fair Value	08/20/2010	2,004,375.00	0.00	0.00	2,000,000.00	0.00	-4,375.00	0.00
3133XNP52	2057	99	Fair Value	09/17/2010	2,006,250.00	0.00	0.00	0.00	0.00	-5,000.00	2,001,250.00
3133XNS42	2058	99	Fair Value	06/18/2010	2,011,250.00	0.00	0.00	0.00	0.00	-3,125.00	2,008,125.00
3133XNPR4	2059	99	Fair Value	12/24/2010	1,810,687.50	0.00	0.00	0.00	0.00	-3,375.00	1,807,312.50
31398AKS0	2060	99	Fair Value	01/07/2011	2,012,500.00	0.00	0.00	0.00	0.00	-4,375.00	2,008,125.00
3133XPDR2	2062	99	Fair Value	01/29/2010	2,000,000.00	0.00	0.00	0.00	0.00	-1,250.00	1,998,750.00
3133XPDS0	2063	99	Fair Value	07/30/2010	1,997,500.00	0.00	0.00	0.00	0.00	3,125.00	2,000,625.00
31398AMX7	2064	99	Fair Value	02/19/2010	1,998,125.00	0.00	0.00	0.00	0.00	-5,000.00	1,993,125.00
3133XPWL4	2065	99	Fair Value	02/26/2010	1,996,875.00	0.00	0.00	0.00	0.00	0.00	1,996,875.00
3133XPX90	2067	99	Fair Value	03/05/2010	1,997,500.00	0.00	0.00	0.00	0.00	0.00	1,997,500.00
3133XPZN7	2068	99	Fair Value	09/03/2010	1,905,000.00	0.00	0.00	0.00	0.00	0.00	1,905,000.00
31398ANH1	2069	99	Fair Value	02/25/2011	1,988,125.00	0.00	0.00	0.00	0.00	-5,625.00	1,982,500.00
3133XQC91	2070	99	Fair Value	12/17/2010	1,985,625.00	0.00	0.00	0.00	0.00	7,500.00	1,993,125.00
3133XQF23	2071	99	Fair Value	03/25/2011	1,983,125.00	0.00	0.00	0.00	0.00	3,750.00	1,986,875.00
3133XQJ78	2072	99	Fair Value	04/14/2011	1,965,625.00	0.00	0.00	0.00	0.00	19,375.00	1,985,000.00
31331YB74	2073	99	Fair Value	04/07/2011	1,979,375.00	0.00	0.00	0.00	0.00	2,500.00	1,981,875.00
3133XQMC3	2074	99	Fair Value	10/14/2010	1,980,000.00	0.00	0.00	0.00	0.00	6,875.00	1,986,875.00

Portfolio OTAY  
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OTAY  
 GASB 31 Compliance Detail  
 Sorted by Fund - Investment Class

CUSIP	Investment #	Fund	Investment Class	Maturity Date	Beginning Invested Value	Purchase of Principal	Addition to Principal	Redemption of Principal	Adjustment in Value		Ending Invested Value
									Amortization Adjustment	Change in Market Value	
<b>Fund: Treasury Fund</b>											
3133XQUX8	2075	99	Fair Value	10/29/2010	1,987,500.00	0.00	0.00	0.00	0.00	5,625.00	1,993,125.00
3136F9LP6	2076	99	Fair Value	04/28/2010	1,993,477.53	0.00	0.00	0.00	0.00	-3,123.59	1,990,353.94
3136F9NB5	2077	99	Fair Value	05/12/2010	1,991,875.00	0.00	0.00	0.00	0.00	-1,250.00	1,990,625.00
31398ARD6	2078	99	Fair Value	05/19/2011	1,997,500.00	0.00	0.00	0.00	0.00	-625.00	1,996,875.00
3128X7TT1	2079	99	Fair Value	06/02/2011	1,997,510.07	0.00	0.00	0.00	0.00	-2,350.16	1,995,159.91
3136F9SA2	2080	99	Fair Value	06/10/2010	2,000,625.00	0.00	0.00	0.00	0.00	-1,875.00	1,998,750.00
3136F9TS2	2081	99	Fair Value	06/25/2010	2,003,125.00	0.00	0.00	0.00	0.00	-2,500.00	2,000,625.00
3128X7YG3	2082	99	Fair Value	06/26/2013	2,006,940.00	0.00	0.00	0.00	0.00	-4,478.15	2,002,461.85
3133XRNM8	2083	99	Fair Value	03/30/2010	2,011,250.00	0.00	0.00	0.00	0.00	-1,875.00	2,009,375.00
3133XRK74	2084	99	Fair Value	12/30/2009	2,008,125.00	0.00	0.00	0.00	0.00	-3,750.00	2,004,375.00
3136F9WV1	2085	99	Fair Value	07/02/2010	0.00	2,000,000.00	0.00	0.00	0.00	14,375.00	2,014,375.00
<b>Subtotal</b>					<b>87,787,845.49</b>	<b>2,000,000.00</b>	<b>264,260.23</b>	<b>8,947,732.04</b>	<b>0.00</b>	<b>-511.04</b>	<b>81,104,162.64</b>
<b>Total</b>					<b>87,787,845.49</b>	<b>2,000,000.00</b>	<b>264,260.23</b>	<b>8,947,732.04</b>	<b>0.00</b>	<b>-511.04</b>	<b>81,104,162.64</b>

Portfolio OTAY  
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GD (PRF\_GD) SymRept 6.41.200  
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**OTAY**  
**Duration Report**  
**Sorted by Investment Type - Investment Type**  
**Through 08/31/2008**

Security ID	Investment #	Fund	Issuer	Investment Class	Book Value	Par Value	Market Value	Current Rate	YTM 365	Current Yield	Maturity/ Call Date	Effective Duration
36962G2S2	2044	99	General Electric Capital	Fair	2,024,958.36	2,000,000.00	2,054,891.97	5.000	4.401	3.720	12/01/2010	2.094
3133XNS42	2058	99	Federal Home Loan Bank	Fair	2,000,000.00	2,000,000.00	2,008,125.00	4.250	4.250	3.424c	12/18/2008	0.295
3133XPDS0	2063	99	Federal Home Loan Bank	Fair	2,000,000.00	2,000,000.00	2,000,625.00	3.250	3.250	3.187c	01/30/2009	0.413
3133XPDR2	2062	99	Federal Home Loan Bank	Fair	2,000,000.00	2,000,000.00	1,998,750.00	3.060	3.060	3.187c	01/29/2009	0.410
3133XNPR4	2059	99	Federal Home Loan Bank	Fair	1,800,000.00	1,800,000.00	1,807,312.50	4.350	4.350	3.523c	12/24/2008	0.312
3133XNP52	2057	99	Federal Home Loan Bank	Fair	2,000,000.00	2,000,000.00	2,001,250.00	4.375	4.375	4.247c	09/17/2008	0.043
3133XQF23	2071	99	Federal Home Loan Bank	Fair	2,000,000.00	2,000,000.00	1,986,875.00	3.250	3.250	4.439c	03/25/2009	0.546
3133XPWL4	2065	99	Federal Home Loan Bank	Fair	2,000,000.00	2,000,000.00	1,996,875.00	3.000	3.000	3.318c	02/26/2009	0.487
31331YB74	2073	99	Federal Farm Credit Bank	Fair	2,000,000.00	2,000,000.00	1,981,875.00	3.180	3.180	4.735c	04/07/2009	0.578
31398AMX7	2064	99	FANNIE MAE	Fair	2,000,000.00	2,000,000.00	1,993,125.00	3.000	3.000	3.700c	02/19/2009	0.468
3133XPX90	2067	99	Federal Home Loan Bank	Fair	2,000,000.00	2,000,000.00	1,997,500.00	3.020	3.020	3.269c	03/05/2009	0.495
3133XQC91	2070	99	Federal Home Loan Bank	Fair	2,000,000.00	2,000,000.00	1,993,125.00	3.125	3.124	3.826c	12/17/2008	0.293
3133XPZN7	2068	99	Federal Home Loan Bank	Fair	1,905,000.00	1,905,000.00	1,905,000.00	3.350	3.350	3.350c	09/03/2008	0.005
3133XQJ78	2072	99	Federal Home Loan Bank	Fair	2,000,000.00	2,000,000.00	1,985,000.00	3.150	3.150	4.396c	04/14/2009	0.598
3128X7TT1	2079	99	Federal Home Loan Mortgage	Fair	2,000,000.00	2,000,000.00	1,995,159.91	3.625	3.625	3.960c	06/02/2009	0.729
3136F9NB5	2077	99	Federal National Mortgage Assoc	Fair	2,000,000.00	2,000,000.00	1,990,625.00	3.100	3.100	3.793c	05/12/2009	0.676
31398ANH1	2069	99	Federal National Mortgage Assoc	Fair	2,000,000.00	2,000,000.00	1,982,500.00	3.250	3.250	5.044c	02/25/2009	0.484
31398ARD6	2078	99	Federal National Mortgage Assoc	Fair	1,999,166.89	2,000,000.00	1,996,875.00	3.600	3.619	3.829c	05/19/2009	0.694
3136F9LP6	2076	99	Federal National Mortgage Assoc	Fair	1,999,100.00	1,999,100.00	1,990,353.94	3.000	3.000	3.683c	04/28/2009	0.638
3133XRK74	2084	99	Federal Home Loan Bank	Fair	2,000,000.00	2,000,000.00	2,004,375.00	3.500	3.500	3.056c	12/30/2008	0.328
3128X7YG3	2082	99	Federal Home Loan Mortgage	Fair	2,000,000.00	2,000,000.00	2,002,461.85	4.750	4.750	4.498c	09/26/2008	0.000
3136F9SA2	2080	99	Federal National Mortgage Assoc	Fair	2,000,000.00	2,000,000.00	1,998,750.00	3.265	3.265	3.352c	06/10/2009	0.753
3133XRNM8	2083	99	Federal Home Loan Bank	Fair	2,000,000.00	2,000,000.00	2,009,375.00	3.650	3.648	2.844c	03/30/2009	0.079
3133XQUX8	2075	99	Federal Home Loan Bank	Fair	2,000,000.00	2,000,000.00	1,993,125.00	3.100	3.100	3.636c	04/29/2009	0.641
3133XQMC3	2074	99	Federal Home Loan Bank	Fair	2,000,000.00	2,000,000.00	1,986,875.00	2.900	2.900	3.987c	04/14/2009	0.600
31398AKS0	2060	99	Federal National Mortgage Assoc	Fair	2,000,000.00	2,000,000.00	2,008,125.00	4.500	4.500	3.673c	01/07/2009	0.350
3136F9TS2	2081	99	Federal National Mortgage Assoc	Fair	2,000,000.00	2,000,000.00	2,000,625.00	3.500	3.500	3.436c	09/25/2008	0.000
3136F9WV1	2085	99	Federal National Mortgage Assoc	Fair	2,000,000.00	2,000,000.00	2,014,375.00	4.000	4.000	3.126c	07/02/2009	0.813

Portfolio OTAY

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OTAY  
Duration Report  
Sorted by Investment Type - Investment Type  
Through 08/31/2008

Security ID	Investment #	Fund	Issuer	Investment Class	Book Value	Par Value	Market Value	Current Rate	YTM 365	Current Yield	Maturity/ Call Date	Effective Duration
205003183	2066	99	California Bank & Trust	Amort	79,108.00	79,108.00	79,108.00	3.180	3.224	3.180	01/22/2010	1.356 †
1002812475	2061	99	Neighborhood National Bank	Amort	1,000,000.00	1,000,000.00	1,000,000.00	4.850	4.917	4.850	12/13/2008	0.280 †
<b>Report Total</b>					<b>56,807,333.25</b>	<b>56,783,208.00</b>	<b>56,763,038.17</b>			<b>3.742</b>		<b>0.493 †</b>

† = Duration can not be calculated on these investments due to incomplete Market price data.

# AGENDA ITEM 9



## STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	October 9, 2008
SUBMITTED BY:	Sean Prendergast, Finance Supervisor, Payroll & AP	W.O./G.F. NO:	DIV. NO.
APPROVED BY: (Chief)	Joseph Beachem, Chief Financial Officer		
APPROVED BY: (Asst. GM):	German Alvarez, Assistant General Manager		
SUBJECT:	Accounts Payable Demand List		

### PURPOSE:

Attached is the list of demands for the Board's information.

### FISCAL IMPACT:

<u>SUMMARY</u>	<u>NET DEMANDS</u>
CHECKS (2013649-2014075)	\$2,937,614.55
WIRE TO:	
CALPERS	\$72,750.00
CITY TREASURER - METROPOLITAN SEWERAGE SYSTEM	\$260,885.00
CITY TREASURER - RECLAIMED WATER PURCHASE JULY 08	\$178,263.12
DELTA HEALTH SYSTEMS - DENTAL & COBRA CLAIMS	\$12,976.53
LANDESBANK - CERTIFICATES OF PARTICIPATION	\$417,691.94
SAN DIEGO COUNTY WATER AUTHORITY - WATER DELIVERIES	\$2,783,263.40
SPECIAL DIST RISK MGMT AUTH - INS PREMIUM SEPT 08	\$174,200.74
UNION BANK - GENERAL OBLIGATION BOND ID 27	\$630,661.18
UNION BANK - PAYROLL TAXES	\$317,524.39
<b>TOTAL CASH DISBURSEMENTS</b>	<b>\$7,785,830.85</b>

### RECOMMENDED ACTION:

That the Board receive the attached list of demands.

Jb/Attachment

OTAY WATER DISTRICT  
CHECK REGISTER  
FOR CHECKS 2013649 THROUGH 2014075  
RUN DATES 9/3/2008 TO 9/24/2008

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2013896	09/17/08	08889	A AND R IMPORT DOMESTIC	822	08/26/08	FIRE HYDRANT CAPS	3,355.02	3,355.02
2013723	09/10/08	04469	A COPY WORLD	00023154 00023153	09/05/08 09/05/08	TABS FOR BUDGETS AND CAFR PRINTING COVERS OF BUDGET BOOKS & CAFR	549.74 131.78	681.52
2013649	09/03/08	01910	ABCANA INDUSTRIES	828205 828447 828206 828446 828277	08/11/08 08/14/08 08/11/08 08/14/08 08/12/08	BULK HYPOCHLORITE SOLUTION BULK HYPOCHLORITE SOLUTION BULK HYPOCHLORITE SOLUTION BULK HYPOCHLORITE SOLUTION BULK HYPOCHLORITE SOLUTION	1,355.51 1,231.16 986.16 983.69 517.09	5,073.61
2013724	09/10/08	01910	ABCANA INDUSTRIES	828706 828789 828884	08/18/08 08/19/08 08/20/08	BULK HYPOCHLORITE SOLUTION BULK HYPOCHLORITE SOLUTION BULK HYPOCHLORITE SOLUTION	1,323.50 701.77 322.56	2,347.83
2013897	09/17/08	01910	ABCANA INDUSTRIES	829173 829031 829171 829463 829032 829172	08/25/08 08/22/08 08/25/08 08/28/08 08/22/08 08/25/08	BULK HYPOCHLORITE SOLUTION BULK HYPOCHLORITE SOLUTION BULK HYPOCHLORITE SOLUTION BULK HYPOCHLORITE SOLUTION BULK HYPOCHLORITE SOLUTION BULK HYPOCHLORITE SOLUTION	1,511.86 1,268.09 880.28 843.35 738.70 590.95	5,833.23
2013977	09/24/08	01910	ABCANA INDUSTRIES	829944 829945 830081 829998	09/02/08 09/02/08 09/04/08 09/03/08	BULK HYPOCHLORITE SOLUTION BULK HYPOCHLORITE SOLUTION BULK HYPOCHLORITE SOLUTION BULK HYPOCHLORITE SOLUTION	1,306.26 1,126.51 611.89 123.12	3,167.78
2013725	09/10/08	08488	ABLEFORCE INC	1382 1360	09/02/08 08/19/08	CONSULTING SERVICES - IS DEPT SHAREPOINT PROGRAMMING SERVICES	3,200.00 2,125.00	5,325.00
2013898	09/17/08	08488	ABLEFORCE INC	1395 1404	09/09/08 09/16/08	CONSULTING SERVICES - IS DEPT CONSULTING SERVICES - IS DEPT	2,560.00 1,920.00	4,480.00
2013978	09/24/08	08488	ABLEFORCE INC	1411 1381	09/23/08 09/02/08	CONSULTING SERVICES - IS DEPT SHAREPOINT PROGRAMMING SERVICES	2,040.00 680.00	2,720.00
2013726	09/10/08	02654	ADVANCED COMMUNICATIONS SYSTEM	10452	08/15/08	FOUR RADIOS FOR PLANT	1,085.67	1,085.67
2013727	09/10/08	07732	AIRGAS SPECIALTY PRODUCTS INC	131095752	08/21/08	BULK AQUA AMMONIA	1,911.78	1,911.78
2013650	09/03/08	00132	AIRGAS WEST	103516249	08/08/08	BREATHING AIR - TREATMENT PLANT	148.92	148.92
2013979	09/24/08	00132	AIRGAS WEST	103167439	08/31/08	BREATHING AIR - TREATMENT PLANT	25.73	25.73
2013807	09/17/08	09103	ALBERT PRODIGALLIBAD	Ref002388906	09/16/08	UB Refund Cst #0000074949	53.58	53.58

OTAY WATER DISTRICT  
CHECK REGISTER  
FOR CHECKS 2013649 THROUGH 2014075  
RUN DATES 9/3/2008 TO 9/24/2008

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2013808	09/17/08	09102	ALBERTO RAMIREZ	Ref002388905	09/16/08	UB Refund Cst #0000074627	39.05	39.05
2013899	09/17/08	02618	ALHAMBRA RUBBER &	25976	08/28/08	METER GASKETS	585.82	585.82
2013900	09/17/08	02362	ALLIED WASTE SERVICES #509	0509003252365 0509003253788 0509003254674	08/25/08 08/25/08 08/25/08	TRASH REMOVAL SERVICES ASBESTOS DISPOSAL CONTAINER RENTAL TRASH REMOVAL SERVICES TMNT PLT	759.57 208.93 131.42	1,099.92
2013901	09/17/08	01369	AMERICAN BACKFLOW	INV08438	08/21/08	BACKFLOW REPAIR PARTS	214.56	214.56
2013980	09/24/08	02922	AMERICAN BACKFLOW PREVENTION	000614	09/22/08	CONFERENCE REGISTRATIONS	320.00	320.00
2013981	09/24/08	02922	AMERICAN BACKFLOW PREVENTION	000615	09/22/08	MEMBERSHIP RENEWAL	65.00	65.00
2013728	09/10/08	04660	AMERICAN INSTITUTE OF	10249402	08/05/08	SUBSCRIPTION RENEWAL	69.00	69.00
2013729	09/10/08	06166	AMERICAN MESSAGING	L1109570II	09/01/08	PAGER SERVICES	428.92	428.92
2013651	09/03/08	00315	AMERICAN SOCIETY OF CIVIL	000547	08/19/08	MEMBERSHIP DUES	205.00	205.00
2013652	09/03/08	02518	AMERICAN WATER WORKS ASSN	90040083	08/14/08	DATASHARING WORKSHOP CUSTOM REPORT	150.00	150.00
2013730	09/10/08	02518	AMERICAN WATER WORKS ASSN	000571	09/02/08	CYBER SECURITY WEBCAST REGISTRATION	75.00	75.00
2013982	09/24/08	00002	ANSWER INC	000620	09/22/08	TELEPHONE ANSWERING SERVICES	1,000.00	1,000.00
2013653	09/03/08	08967	ANTHEM BLUE CROSS EAP	40696	08/20/08	EMPLOYEE ASSISTANCE PROGRAM SERVICES	476.85	476.85
2013983	09/24/08	08967	ANTHEM BLUE CROSS EAP	40705	09/15/08	EMPLOYEE ASSISTANCE PROGRAM SERVICES	476.85	476.85
2013731	09/10/08	08026	ARB INC	LF19044	08/07/08	R2081 - 20 INCH LANE AVENUE CONVERSION	181,411.74	181,411.74
2013809	09/17/08	09097	ARMANDO TELLECHEA	Ref002388900	09/16/08	UB Refund Cst #0000069685	24.13	24.13
2013654	09/03/08	01971	ARMORCAST PRODUCTS COMPANY	0106438IN	08/14/08	4' X 8' X 4' VAULT	4,090.80	4,090.80
2013810	09/17/08	09064	ASHLON INC	Ref002388866	09/16/08	UB Refund Cst #0000126748	7.63	7.63
2013811	09/17/08	09054	ASSOCIATED READY MIX CONCRETE	Ref002388856	09/16/08	UB Refund Cst #0000125936	252.50	252.50
2013732	09/10/08	05758	AT&T	082164572808250	08/25/08	OPT-E-MAN INTERNET BANDWIDTH	2,272.56	2,272.56
2013902	09/17/08	07785	AT&T	000000244862	09/02/08	PHONE SERVICES	5,778.62	5,778.62
2013984	09/24/08	00501	AT&T	000617	09/12/08	CONFERENCE PHONE SERVICE	480.73	480.73

OTAY WATER DISTRICT  
CHECK REGISTER  
FOR CHECKS 2013649 THROUGH 2014075  
RUN DATES 9/3/2008 TO 9/24/2008

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2013985	09/24/08	05758	AT&T	000513	09/07/08	PHONE SERVICE	32.37	32.37
2013812	09/17/08	09123	BANK OF NEW YORK	Ref002388926	09/16/08	UB Refund Cst #0000123210	183.31	183.31
2013813	09/17/08	09110	BARBARA J DUMELLE	Ref002388913	09/16/08	UB Refund Cst #0000088656	139.48	139.48
2013903	09/17/08	00145	BARRETT ENGINEERED PUMPS	062711	08/22/08	DRUM PUMP	821.06	821.06
2013655	09/03/08	06520	BENSKIN, RONALD	000549	08/27/08	SAFETY BOOTS REIMBURSEMENT	96.95	96.95
2013656	09/03/08	03238	BENTLY NEVADA LLC	1009810932	08/12/08	BLOWER VIBRATION SENSOR	785.50	785.50
2013814	09/17/08	09105	BRENDA COUGHLIN	Ref002388908	09/16/08	UB Refund Cst #0000080879	76.12	76.12
2013657	09/03/08	03679	BRG CONSULTING INC	08072119	07/31/08	CONSULTANT CONTRACT- ENV SVCS	2,450.26	2,450.26
2013986	09/24/08	03679	BRG CONSULTING INC	08082221	08/31/08	CONSULTANT CONTRACT- ENV SVCS	742.50	742.50
2013733	09/10/08	01232	BRODING'S BATTERY WAREHOUSE	63065		CREDIT MEMO	(35.00)	
				61288	06/24/08	AUTOMOTIVE BATTERIES	252.94	
				63078	08/20/08	AUTOMOTIVE BATTERIES	64.60	282.54
2013904	09/17/08	01232	BRODING'S BATTERY WAREHOUSE	28997	08/28/08	AUTOMOTIVE BATTERIES	144.28	
				63376	08/28/08	AUTOMOTIVE BATTERIES	123.80	268.08
2013987	09/24/08	01232	BRODING'S BATTERY WAREHOUSE	63494	09/03/08	AUTOMOTIVE BATTERIES	62.44	62.44
2013815	09/17/08	09095	BROOKE ELDRIDGE	Ref002388897	09/16/08	UB Refund Cst #0000043289	182.02	182.02
2013734	09/10/08	08156	BROWNSTEIN HYATT FARBER	423381	08/29/08	LEGISLATIVE ADVOCACY SERVICES	1,600.00	1,600.00
2013905	09/17/08	08542	BUCK PETROLEUM CO	8089299	08/28/08	UNLEADED FUEL	15,473.49	15,473.49
2013735	09/10/08	03721	BULLET LOGISTICS INC	08150803350	08/15/08	COURIER SERVICES	482.90	482.90
2013736	09/10/08	00223	C W MCGRATH INC	30669	08/20/08	CRUSHED ROCK	246.41	
				30687	08/21/08	CRUSHED ROCK	174.24	420.65
2013906	09/17/08	00223	C W MCGRATH INC	30749	08/27/08	CRUSHED ROCK	71.43	71.43
2013988	09/24/08	00223	C W MCGRATH INC	30785	09/02/08	CRUSHED ROCK	73.01	73.01
2013907	09/17/08	02970	CALIFORNIA LAND SURVEYORS	000595	09/11/08	SEMINAR REGISTRATION	205.00	205.00
2013737	09/10/08	00693	CALIFORNIA SPECIAL DISTRICTS	000587	09/08/08	QUARTERLY MEETING	111.00	111.00

OTAY WATER DISTRICT  
CHECK REGISTER  
FOR CHECKS 2013649 THROUGH 2014075  
RUN DATES 9/3/2008 TO 9/24/2008

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2013908	09/17/08	01243	CALIFORNIA-NEVADA SECTION	46308	09/09/08	CERTIFICATION RENEWAL	80.00	80.00
2013989	09/24/08	01243	CALIFORNIA-NEVADA SECTION	000622	09/22/08	CERTIFICATION RENEWAL	120.00	120.00
2013658	09/03/08	01004	CALOLYMPIC SAFETY	0436641	08/11/08	EMERGENCY EYE WASH/SHOWER & SS PEDAL	143.12	143.12
2013738	09/10/08	01004	CALOLYMPIC SAFETY	040398	08/18/08	TUBE CONNECTORS	14.18	14.18
2013990	09/24/08	01004	CALOLYMPIC SAFETY	044907	09/02/08	MICRO MAX PRO - RFI'S & 90 ELBOW'S	947.29	947.29
2013659	09/03/08	04215	CAMP DRESSER & MCKEE INC	802930486	08/09/08	P2451 - BI-NATIONAL OCEAN DESALINATION	4,535.00	4,535.00
2013991	09/24/08	08009	CANON BUSINESS SOLUTIONS INC	4001206481 4001207618 4001206482 4001201892	09/01/08 09/01/08 09/01/08 09/01/08	COPIER MAINTENANCE COPIER MAINTENANCE COPIER MAINTENANCE COPIER MAINTENANCE	897.19 665.32 425.33 25.33	2,013.17
2013660	09/03/08	04071	CAPITOL WEBWORKS LLC	20933	07/31/08	ELECTRONIC FILING FEE	45.00	45.00
2013739	09/10/08	02758	CARMEL BUSINESS SYSTEMS INC	6828	09/01/08	TEMPORARY SERVICES - RECORDS	1,359.30	1,359.30
2013992	09/24/08	02758	CARMEL BUSINESS SYSTEMS INC	6825	09/01/08	RECORDS STORAGE & SUPPORT	397.07	397.07
2013740	09/10/08	09046	CARMEN CECENA	RF625198323	09/08/08	REISSUE CK IN AGENT'S NAME	83.99	83.99
2013816	09/17/08	09071	CARMEN CECINA	Ref002388873	09/16/08	UB Refund Cst #0000127110	97.50	97.50
2013741	09/10/08	03491	CASA DE ORO CAR WASH	393	08/04/08	VEHICLE WASHING	1,228.97	1,228.97
2013993	09/24/08	03491	CASA DE ORO CAR WASH	394	09/03/08	VEHICLE WASHING	1,785.98	1,785.98
2013742	09/10/08	03232	CDW GOVERNMENT INC	LKT4047	08/15/08	PRINTERS & SCANNER	1,056.28	1,056.28
2013909	09/17/08	06519	CHULA VISTA POLICE DEPT	000589	09/10/08	TRAFFIC COLLISION REPORT	20.00	20.00
2013994	09/24/08	00446	CITY OF CHULA VISTA	000611	09/17/08	BEAUTIFY CHULA VISTA SPONSORSHIP	500.00	500.00
2013910	09/17/08	08397	CLOVERLEAF TOOL COMPANY	18366	08/27/08	VACTOR SPOTLIGHT	161.63	161.63
2013661	09/03/08	03334	COMPUTER MASTERS	71679	08/11/08	HP LASERJET P3005N PRINTERS	2,368.17	2,368.17
2013995	09/24/08	03334	COMPUTER MASTERS	71852 71838	09/04/08 09/02/08	HP COMPUTERS PRINTERS	3,067.64 1,571.00	4,638.64
2013662	09/03/08	04398	CONSTRUCTION MANAGEMENT	000557	08/29/08	REGISTRATION FEE	85.00	85.00

OTAY WATER DISTRICT  
CHECK REGISTER  
FOR CHECKS 2013649 THROUGH 2014075  
RUN DATES 9/3/2008 TO 9/24/2008

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2013911	09/17/08	04398	CONSTRUCTION MANAGEMENT	04398	09/12/08	SEMINAR REGISTRATION	90.00	
				000593	09/12/08	SEMINAR REGISTRATION	90.00	180.00
2013996	09/24/08	03706	CONSUMERS PIPE & SUPPLY CO	S1075050001	09/02/08	6" VICTAULIC FITTINGS	591.97	
				S1075050002	09/02/08	6" VICTAULIC FITTINGS	173.47	
				S1063574002	04/10/08	BRASS HEX BUSHING	49.04	
				S1063574003	04/29/08	INDUSTRIAL SUPPLIES	8.82	823.30
2013817	09/17/08	09113	CORONADO FINANCIAL CORP	Ref002388916	09/16/08	UB Refund Cst #0000095229	105.49	105.49
2013743	09/10/08	02612	COUNCIL OF WATER UTILITIES	000581	09/08/08	MEETING REGISTRATION	25.00	25.00
2013818	09/17/08	09126	COUNTRYWIDE BANK	Ref002388929	09/16/08	UB Refund Cst #0000123491	24.37	24.37
2013663	09/03/08	00184	COUNTY OF SAN DIEGO	DEH090031D11	08/19/08	RECLAIMED WATER SHUTDOWN TEST	773.50	
				DEH090025D11	08/19/08	RECLAIMED WATER SHUTDOWN TEST	714.00	
				DEH090021D11	08/19/08	RECLAIMED WATER SHUTDOWN TEST	416.50	
				DEH090028D11	08/19/08	RECLAIMED WATER SHUTDOWN TEST	416.50	
				DEH090024D11	08/19/08	RECLAIMED WATER SHUTDOWN TEST	238.00	2,558.50
2013744	09/10/08	00184	COUNTY OF SAN DIEGO	HK07205364	08/17/08	GEN HAZARDOUS MATERIALS PERMIT	477.00	
				HK07205365	08/17/08	GEN HAZARDOUS MATERIALS PERMIT	436.00	
				HK07205363	08/17/08	GEN HAZARDOUS MATERIALS PERMIT	436.00	1,349.00
2013997	09/24/08	00134	COUNTY OF SAN DIEGO	2008077	09/04/08	COUNTY ASSESSOR DATA	125.00	125.00
2013998	09/24/08	07601	CREATIVE BENEFITS INC	66322	09/01/08	FLEXIBLE SPENDING ACCOUNT ADMIN	576.00	576.00
2013999	09/24/08	08892	CUDAL, TED	000609	09/17/08	MEMBERSHIP DUES	178.00	178.00
2013912	09/17/08	06415	CUMMINS CAL PACIFIC LLC	00462542	08/22/08	APCD RETROFIT	13,003.38	13,003.38
2014000	09/24/08	06415	CUMMINS CAL PACIFIC LLC	00462009	08/08/08	APCD RETROFIT	13,003.38	13,003.38
2013819	09/17/08	09093	CYNTHIA MAY	Ref002388895	09/16/08	UB Refund Cst #0000019561	41.51	41.51
2013913	09/17/08	07663	DAS MANUFACTURING INC	8271	08/22/08	CURB MARKERS	2,120.20	2,120.20
2013914	09/17/08	03606	DCSE INC	110545064	08/15/08	MAPPLET.NET & MAP LIBRARY MAINTENANCE	35,805.71	35,805.71
2014001	09/24/08	01797	DELL ENTERPRISES	184194	09/02/08	NAME PLATE	10.62	10.62
2013664	09/03/08	07680	DELTA HEALTH SYSTEMS	IVC02245	07/31/08	EMPLOYEE HEALTH ADMIN SVCS	82.50	82.50
2014002	09/24/08	07680	DELTA HEALTH SYSTEMS	PO80919	09/19/08	EMPLOYEE HEALTH ADMIN SVCS	1,376.82	1,376.82

OTAY WATER DISTRICT  
CHECK REGISTER  
FOR CHECKS 2013649 THROUGH 2014075  
RUN DATES 9/3/2008 TO 9/24/2008

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2014003	09/24/08	00319	DEPARTMENT OF PUBLIC HEALTH	2630508	09/15/08	CERTIFICATION RENEWAL	60.00	60.00
2013745	09/10/08	08495	DIAZ, JENNY	000588 000575	09/09/08 09/04/08	TUITION REIMBURSEMENT REIMB EXPENSES FOR MEETING	525.00 187.72	712.72
2013665	09/03/08	02965	DIPIETRO, BRANDON D	000550	08/27/08	EDUCATION/TUITION REIMBURSEMENT	415.00	415.00
2013746	09/10/08	03417	DIRECTV	852220507	09/05/08	SATELLITE TV SERVICE	9.98	9.98
2014004	09/24/08	03417	DIRECTV	861267268	09/19/08	SATELLITE TV SERVICE	4.99	4.99
2013666	09/03/08	00028	DIXIELINE LUMBER COMPANY	1540278	08/08/08	CONCRETE	391.68	391.68
2013915	09/17/08	00028	DIXIELINE LUMBER COMPANY	1541203	08/25/08	CONCRETE	355.70	355.70
2013820	09/17/08	09101	DON FLEMING	Ref002388904	09/16/08	UB Refund Cst #0000074537	55.14	55.14
2013667	09/03/08	05134	DYCHITAN, MARISSA	000551	08/27/08	COMPUTER LOAN PROGRAM	2,115.69	2,115.69
2013916	09/17/08	01926	EAST COUNTY URGENT CARE	000580	08/27/08	HEALTH EXAMS	86.00	86.00
2013821	09/17/08	09062	ED LANDSBERG	Ref002388864	09/16/08	UB Refund Cst #0000126528	75.00	75.00
2013747	09/10/08	02447	EDCO DISPOSAL CORPORATION	000568	08/15/08	RECYCLING SERVICES	89.25	89.25
2014005	09/24/08	00230	EDP PRODUCTS INC	805727	08/29/08	CARTRIDGE STORAGE/RETRIEVAL	212.40	212.40
2013822	09/17/08	09135	EDWARD ROEPKE	Ref002388938	09/16/08	UB Refund Cst #0000124812	58.85	58.85
2013748	09/10/08	07661	ELI RESEARCH INC	88122850	09/02/08	SUBSCRIPTION	681.60	681.60
2013823	09/17/08	09092	ELIZABETH SCOTT	Ref002388894	09/16/08	UB Refund Cst #0000012060	8.40	8.40
2013917	09/17/08	00331	EMPLOYMENT DEVELOPMENT DEPT	925023840608	09/15/08	UNEMPLOYMENT INS ACCT #925-0238-4	4,660.00	4,660.00
2013668	09/03/08	03547	ENDRESS + HAUSER	4652196254	08/08/08	VERIFICATION OF 2 METERS	912.50	912.50
2013918	09/17/08	02259	ENVIRONMENTAL RESOURCE	518678	08/20/08	LABORATORY CERTIFICATION STUDIES	1,509.95	1,509.95
2013669	09/03/08	03725	ENVIRONMENTAL SYSTEMS RESEARCH	91819023	07/29/08	PROFESSIONAL DATABASE SUPPORT	974.71	974.71
2013824	09/17/08	09082	EXCEL PROPERTIES	Ref002388884	09/16/08	UB Refund Cst #0000128122	44.68	44.68
2014006	09/24/08	03757	FANDEL ENTERPRISES INC	1315	09/01/08	TELECOMMUNICATIONS CONSULTING SVCS	1,080.00	1,080.00
2013670	09/03/08	00645	FEDEX	287890044	08/22/08	OVERNIGHT PICK-UP & DELIVERY MAIL SVCS	21.84	21.84

OTAY WATER DISTRICT  
CHECK REGISTER  
FOR CHECKS 2013649 THROUGH 2014075  
RUN DATES 9/3/2008 TO 9/24/2008

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2013671	09/03/08	03546	FERGUSON WATERWORKS	02775542	08/11/08	INVENTORY	4,266.90	
				0282317	08/14/08	OPERATING NUT	1,149.69	
				0282320	08/13/08	INVENTORY	646.50	
				02808731	08/11/08	10"SOW FLANGE	449.32	
				0282497	08/13/08	4 X 3 REDUCERS	174.96	
2013749	09/10/08	03546	FERGUSON WATERWORKS	02825251	08/15/08	GASKET	210.33	210.33
2013919	09/17/08	03546	FERGUSON WATERWORKS	0281422	08/25/08	RECLAIM 8" GATE CAP	805.43	805.43
2013825	09/17/08	09057	FINANACIAL ASSET SVCES	Ref002388859	09/16/08	UB Refund Cst #0000126115	53.58	53.58
2014007	09/24/08	08893	FIRST AMERICAN DATA TREE	90034088	08/31/08	ONLINE MAP PURCHASING SERVICE	102.74	102.74
2013826	09/17/08	09116	FIRST AMERICAN TITLE INS CO	Ref002388919	09/16/08	UB Refund Cst #0000119863	451.18	451.18
2013672	09/03/08	04066	FIRST CHOICE SERVICES - SD	300542	08/11/08	COFFEE SUPPLIES	223.63	223.63
2013920	09/17/08	04066	FIRST CHOICE SERVICES - SD	301070	08/25/08	COFFEE SUPPLIES	335.29	335.29
2013673	09/03/08	00035	FISHER SCIENTIFIC	0029698	08/14/08	LABORATORY SUPPLIES	33.42	33.42
2013921	09/17/08	00035	FISHER SCIENTIFIC	0494508	08/28/08	LABORATORY SUPPLIES	678.13	811.91
				0454623	08/27/08	LABORATORY SUPPLIES	133.78	
2014008	09/24/08	03720	FLAG CRAFTERS	31743	08/29/08	TABLE CLOTHS	713.34	713.34
2013922	09/17/08	04548	FRASER'S BOILER	23811	08/27/08	FABRICATER REPAIR PART	260.00	260.00
2013750	09/10/08	07224	FRAZEE INDUSTRIES INC	195463	08/15/08	PAINT	823.05	823.05
2014009	09/24/08	02157	FRED PRYOR SEMINARS	000626	09/22/08	REGISTRATION FEE	128.00	128.00
2013827	09/17/08	08907	FREDERICK BEALL	Ref002388899	09/16/08	UB Refund Cst #0000065164	60.00	60.00
2014010	09/24/08	03094	FULLCOURT PRESS	18241	08/05/08	PRINTING FOR BILLING INSERTS	1,437.67	1,437.67
2014011	09/24/08	06291	GARCIA CALDERON & RUIZ LLP	1949	09/09/08	LEGAL SERVICES JULY 2008	73,668.38	73,668.38
2013828	09/17/08	09137	GARY SOPATA	Ref002388940	09/16/08	UB Refund Cst #0000124824	35.99	35.99
2013674	09/03/08	03537	GHA TECHNOLOGIES INC	504937	08/12/08	TONER	1,965.10	2,674.80
				504879	08/12/08	WIRELESS HEADSETS	709.70	
2013751	09/10/08	03537	GHA TECHNOLOGIES INC	505744	08/15/08	TONER	397.21	397.21

OTAY WATER DISTRICT  
CHECK REGISTER  
FOR CHECKS 2013649 THROUGH 2014075  
RUN DATES 9/3/2008 TO 9/24/2008

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2013923	09/17/08	03537	GHA TECHNOLOGIES INC	506743	08/22/08	CAMERAS	817.95	817.95
2014012	09/24/08	03537	GHA TECHNOLOGIES INC	508674 510238	09/02/08 09/02/08	HEADSET DIGITAL CAMERA CASE	242.64 17.24	259.88
2013829	09/17/08	09118	GLEN OAKS ESCROW	Ref002388921	09/16/08	UB Refund Cst #0000120728	27.09	27.09
2013830	09/17/08	09131	GRACE ONTIVEROS	Ref002388934	09/16/08	UB Refund Cst #0000124595	111.43	111.43
2013752	09/10/08	08665	GRAHAM RESEARCH CONSULTANTS	000535	08/21/08	PROFESSIONAL TRAINING PROGRAM	4,500.00	4,500.00
2013753	09/10/08	00101	GRAINGER INC	9715915477	08/21/08	GRAINGERS 1/4HP SUBMERSIBLE UTILTY PUMP	149.10	149.10
2013924	09/17/08	00101	GRAINGER INC	9719001381 9711670449 9694942484 9694942492	08/26/08 08/15/08 07/25/08 07/25/08	RECYCLE CONTAINERS LIGHT BULBS REPAIR PARTS REPAIR PARTS	1,244.73 264.16 104.53 79.03	1,692.45
2014013	09/24/08	00101	GRAINGER INC	9724155800 9722325652	09/04/08 08/29/08	MV PLC ENCLOSURE ELECTRICAL MATERIAL	1,956.74 128.89	2,085.63
2013754	09/10/08	01576	GRAYBAR ELECTRIC CO INC	936177520	08/20/08	640 PROJ - ANTENNA ROOF ENTRANCE HEAD	75.16	75.16
2013675	09/03/08	02187	GREENSCAPE	1976	08/15/08	LANDSCAPING SERVICES	6,090.00	6,090.00
2014014	09/24/08	02187	GREENSCAPE	2001 1993	09/01/08 08/13/08	LANDSCAPING SERVICES LANDSCAPE WOOD CHIPS	6,090.00 260.00	6,350.00
2013831	09/17/08	09128	GREENSPPOINT MTG FUNDING	Ref002388931	09/16/08	UB Refund Cst #0000124231	13.56	13.56
2013832	09/17/08	09077	GREG SEALE	Ref002388879	09/16/08	UB Refund Cst #0000127563	11.71	11.71
2013833	09/17/08	09079	GREG SEALE	Ref002388881	09/16/08	UB Refund Cst #0000127737	39.64	39.64
2013834	09/17/08	09088	GREYHOUND GENERAL INC	Ref002388890	09/16/08	UB Refund Cst #0000139428	75.00	75.00
2014015	09/24/08	03773	GTC SYSTEMS INC	28136	08/29/08	TECHNICAL SUPPORT FOR CITRIX	41.25	41.25
2013755	09/10/08	08968	GURROLA, MICHAEL	000573	09/04/08	SAFETY SHOES REIMBURSEMENT	43.09	43.09
2013756	09/10/08	02630	HAAKER EQUIPMENT COMPANY	C62869	08/11/08	REPAIR PARTS	290.29	290.29
2013757	09/10/08	00174	HACH COMPANY	5858187	08/15/08	CHLORINE & AMMONIA ANALYZER	2,004.39	2,004.39
2013835	09/17/08	09117	HAMAAN CONSTRUCTION	Ref002388920	09/16/08	UB Refund Cst #0000120137	252.50	252.50

OTAY WATER DISTRICT  
CHECK REGISTER  
FOR CHECKS 2013649 THROUGH 2014075  
RUN DATES 9/3/2008 TO 9/24/2008

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2013925	09/17/08	00169	HAWTHORNE POWER SYSTEMS	PC100007339		CREDIT MEMO	(1,612.37)	
				PS100057449	08/26/08	REPAIR PARTS	6,195.37	
				PS100057448	08/26/08	REPAIR PARTS	461.68	
				PS100057534	08/27/08	THERMOSTAT	161.67	
				PS100057535	08/27/08	THERMOSTAT	66.48	5,272.83
2013676	09/03/08	06640	HD SUPPLY WATERWORKS LTD	7672605	08/12/08	INVENTORY	14,893.38	14,893.38
2013758	09/10/08	06640	HD SUPPLY WATERWORKS LTD	7736656	08/18/08	FLANGES	281.23	281.23
2013926	09/17/08	06640	HD SUPPLY WATERWORKS LTD	7755772		CREDIT MEMO	(1,481.09)	
				7592706	07/24/08	INVENTORY	14,134.65	
				7708615	08/25/08	10" DEVELOPER PROJECT	6,865.71	
				7630915	08/28/08	INVENTORY	866.31	
				7738888	08/25/08	INVENTORY	838.83	21,224.41
2013836	09/17/08	09058	HEATHER BEEBE	Ref002388860	09/16/08	UB Refund Cst #0000126140	20.00	20.00
2013677	09/03/08	04472	HECTOR I MARES-COSSIO	40	06/01/08	BI-NATIONAL CONSULTANT SERVICES	3,600.00	
				41	07/01/08	BI-NATIONAL CONSULTANT SERVICES	3,600.00	7,200.00
2014016	09/24/08	08610	HENRY BROS ELECTRONICS INC	13060408	08/31/08	VIDEO SURVEILLANCE SYSTEM	4,000.00	4,000.00
2013837	09/17/08	09087	HERLINDA RYAN	Ref002388889	09/16/08	UB Refund Cst #0000135512	60.11	60.11
2013838	09/17/08	09119	HILDA MARIN	Ref002388922	09/16/08	UB Refund Cst #0000120732	75.14	75.14
2013927	09/17/08	06809	HILDING LAW FIRM	17788	07/31/08	LEGAL SERVICES	14,697.00	14,697.00
2013678	09/03/08	06843	HI-TECH AIR CONDITIONING	3270	08/14/08	DATA CENTER AC MAINTENANCE	375.00	375.00
2013679	09/03/08	09044	HOLLY, ROGER	000558	09/02/08	SAFETY BOOTS REIMBURSEMENT	116.35	116.35
2013759	09/10/08	01109	HOME DEPOT CREDIT SERVICES	9191341	08/29/08	PAINTING SUPPLIES	230.40	230.40
2014017	09/24/08	01109	HOME DEPOT CREDIT SERVICES	6024250	09/11/08	FACILITIES MAINTENANCE	181.54	181.54
2013839	09/17/08	09091	HONORIO DUALAN	Ref002388893	09/16/08	UB Refund Cst #0000007072	79.14	79.14
2013928	09/17/08	01088	HYDRO-SCAPE PRODUCTS INC	0563217600	08/27/08	ROUNDUP PRO	158.47	158.47
2013760	09/10/08	03743	HYDROTEX	554535	08/12/08	ENGINE OIL	417.73	417.73
2014018	09/24/08	08491	IDENTIFICATION SERVICES	000489	08/01/08	FINGERPRINTING/ROLLING FEE	20.00	20.00

OTAY WATER DISTRICT  
CHECK REGISTER  
FOR CHECKS 2013649 THROUGH 2014075  
RUN DATES 9/3/2008 TO 9/24/2008

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2014019	09/24/08	07725	IMPRINT SOLUTIONS	1419	07/24/08	CUSTOM GOLF SHIRTS	685.05	685.05
2013680	09/03/08	08969	INFOSEND INC	32952	08/08/08	POSTAGE	20,664.00	20,664.00
2013761	09/10/08	03280	INFRASTRUCTURE ENGINEERING	3746	07/25/08	PROF DESIGN & ENV SVCS FOR 36" PIPELINE	153,651.35	153,651.35
2013840	09/17/08	09085	INSTACLOSE REAL ESTATE	Ref002388887	09/16/08	UB Refund Cst #0000134019	50.36	50.36
2014020	09/24/08	02028	INTERACTIVE DATA PRICING AND	05639088	08/31/08	DIAL-UP SERVICE FOR INVESTMENTS	85.00	85.00
2014021	09/24/08	02372	INTERIOR PLANT SERVICE INC	28696	08/31/08	PLANT SERVICE	169.00	169.00
2013841	09/17/08	09089	JAMES CONNER	Ref002388891	09/16/08	UB Refund Cst #0000139627	582.83	582.83
2014022	09/24/08	03077	JANI KING OF CA INC - SDO	SDO09080313	09/01/08	OFF-SITE JANITORIAL SERVICES	1,042.00	1,042.00
2013842	09/17/08	09112	JASON JENSEN	Ref002388915	09/16/08	UB Refund Cst #0000094582	48.33	48.33
2013929	09/17/08	06849	JEYCO PRODUCTS INC	463283	08/28/08	PAINT	324.02	324.02
2013762	09/10/08	01010	JOBS AVAILABLE INC	818051	08/19/08	JOB POSTING	350.00	350.00
2014023	09/24/08	01010	JOBS AVAILABLE INC	820048 820049	09/16/08 09/16/08	JOB POSTINGS JOB POSTING	542.50 297.50	840.00
2013681	09/03/08	03172	JONES & STOKES ASSOCIATES	0055328 0055325 0055324 0055327 0055326	08/11/08 08/11/08 08/11/08 08/11/08 08/11/08	HABITAT MGMT ENVIRONMENTAL SVCS ON-CALL ENVIRONMENTAL SVCS ON-CALL ENVIRONMENTAL SVCS ON-CALL ENVIRONMENTAL SVCS ON-CALL ENVIRONMENTAL SVCS	12,549.87 6,725.31 4,020.42 3,522.50 2,530.30	29,348.40
2014024	09/24/08	08973	JOSEPH CALTABELLOTTA	RF250417428	09/22/08	CHECK REISSUED IN AGENT'S NAME	53.58	53.58
2013843	09/17/08	09094	JUAN DOMINGUEZ	Ref002388896	09/16/08	UB Refund Cst #0000033572	70.09	70.09
2013844	09/17/08	09129	KATHIE YOUNG	Ref002388932	09/16/08	UB Refund Cst #0000124454	49.76	49.76
2013845	09/17/08	09132	KATHLEEN FORNAL	Ref002388935	09/16/08	UB Refund Cst #0000124727	63.05	63.05
2013846	09/17/08	09134	KATRINA GONZALES	Ref002388937	09/16/08	UB Refund Cst #0000124762	26.45	26.45
2013847	09/17/08	09120	KENNETH SWAN	Ref002388923	09/16/08	UB Refund Cst #0000121716	16.15	16.15
2013848	09/17/08	09104	KEVIN HANSEN	Ref002388907	09/16/08	UB Refund Cst #0000079843	44.94	44.94
2013849	09/17/08	09111	KIM THOMAS	Ref002388914	09/16/08	UB Refund Cst #0000090028	75.00	75.00

OTAY WATER DISTRICT  
CHECK REGISTER  
FOR CHECKS 2013649 THROUGH 2014075  
RUN DATES 9/3/2008 TO 9/24/2008

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2014025	09/24/08	05840	KIRK PAVING INC	4098	09/03/08	PAVING SERVICES	11,692.95	11,692.95
2013763	09/10/08	04996	KNOX ATTORNEY SERVICE INC	418317	08/20/08	DELIVERY OF BOARD & COMMITTEE PACKETS	28.50	
				418277	08/20/08	DELIVERY OF BOARD & COMMITTEE PACKETS	28.50	
				418276	08/20/08	DELIVERY OF BOARD & COMMITTEE PACKETS	28.50	
				418275	08/20/08	DELIVERY OF BOARD & COMMITTEE PACKETS	28.50	114.00
2014026	09/24/08	04996	KNOX ATTORNEY SERVICE INC	420997	09/04/08	DELIVERY OF BOARD & COMMITTEE PACKETS	28.50	
				420996	09/04/08	DELIVERY OF BOARD & COMMITTEE PACKETS	28.50	
				420995	09/04/08	DELIVERY OF BOARD & COMMITTEE PACKETS	28.50	
				420998	09/04/08	DELIVERY OF BOARD & COMMITTEE PACKETS	28.50	114.00
2013930	09/17/08	01859	LA PRENSA SAN DIEGO	22436	08/22/08	JOB POSTING	54.00	54.00
2013850	09/17/08	09099	LAZARO MENDOZA	Ref002388902	09/16/08	UB Refund Cst #0000071889	15.46	15.46
2013851	09/17/08	09107	LE VU	Ref002388910	09/16/08	UB Refund Cst #0000083276	150.67	150.67
2013682	09/03/08	03607	LEE & RO INC	83505	08/04/08	AS NEEDED ENGINEERING DESIGN SERVICES	4,995.34	4,995.34
2013852	09/17/08	09138	LENORA KERLEY	Ref002388941	09/16/08	UB Refund Cst #0000125041	11.70	11.70
2013764	09/10/08	00491	LIGHTHOUSE INC	2110336	06/30/08	APCD ANTI IDLING L.E.D. RETROFIT	2,286.28	
				2110337	06/30/08	APCD ANTI IDLING L.E.D. RETROFIT	619.29	
				2110340	06/30/08	APCD ANTI IDLING L.E.D. RETROFIT	123.14	
				2110339	06/30/08	RETROFIT NO IDLE LED LIGHTING	10.51	3,039.22
2013931	09/17/08	00491	LIGHTHOUSE INC	2133977	08/26/08	APCD RETRO FITS	1,992.24	
				2134673	08/27/08	APCD RETRO PARTS	1,143.77	
				2133984	08/26/08	APCD RETRO PARTS	441.83	3,577.84
2013683	09/03/08	08030	LINDA RING	RF2388236	09/02/08	UB REFUND CST #0000125254	30.99	30.99
2013853	09/17/08	09059	LITTON	Ref002388861	09/16/08	UB Refund Cst #0000126351	56.87	56.87
2013765	09/10/08	07294	LLERENAS, JESSE	000579	08/21/08	SAFETY SHOES REIMBURSEMENT	147.21	147.21
2014027	09/24/08	05220	LOGICALIS INTEGRATION SOLUTION	S820012	08/31/08	NETWORK INFRASTRUCTURE CONSULTING	1,155.00	1,155.00
2013854	09/17/08	09100	LSI TITLE COMPANY	Ref002388903	09/16/08	UB Refund Cst #0000072640	302.36	302.36
2013855	09/17/08	09106	LUIS GALVAN	Ref002388909	09/16/08	UB Refund Cst #0000081330	19.59	19.59
2014028	09/24/08	01211	MAJOR IRRIGATION SUPPLY INC	604407	09/04/08	HAND SIPHON PUMPS	1,021.47	1,021.47

OTAY WATER DISTRICT  
CHECK REGISTER  
FOR CHECKS 2013649 THROUGH 2014075  
RUN DATES 9/3/2008 TO 9/24/2008

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2013932	09/17/08	00628	MANHATTAN NAT'L LIFE INS CO	000591	09/11/08	VOLUNTARY LIFE INSURANCE	320.14	320.14
2013856	09/17/08	09080	MARC CARPENTER	Ref002388882	09/16/08	UB Refund Cst #0000127864	56.18	56.18
2014029	09/24/08	08469	MARC CARPENTER & ASSOC	000619	09/22/08	PMT REFUND/MADE IN ERROR	75.72	75.72
2013857	09/17/08	09130	MARC CARPENTERS & ASSOCIATES	Ref002388933	09/16/08	UB Refund Cst #0000124555	56.49	56.49
2013933	09/17/08	05862	MARINE SERVICES	M12963	08/22/08	VALVE CERTIFICATION	93.29	93.29
2013858	09/17/08	09133	MARK POWELL	Ref002388936	09/16/08	UB Refund Cst #0000124728	64.73	64.73
2013766	09/10/08	02902	MARSTON+MARSTON INC	20089	09/01/08	PUBLIC RELATIONS SERVICES	3,900.00	3,900.00
2013684	09/03/08	05329	MASTER METER INC	0143474IN	08/13/08	BY-PASS PLUGS	37.22	37.22
2013934	09/17/08	05329	MASTER METER INC	0143970IN	08/25/08	INVENTORY	477,698.96	477,698.96
2013935	09/17/08	09050	MATTHEW T SCOTT	000598	09/12/08	REIMBURSEMENT FOR LIVSCAN	20.00	20.00
2013936	09/17/08	02882	MAYER REPROGRAPHICS INC	0036447IN	08/29/08	REPROGRAPHICS SERVICES	1,192.91	1,192.91
2014030	09/24/08	02882	MAYER REPROGRAPHICS INC	0036451IN	08/29/08	REPROGRAPHICS SERVICES	3,095.17	
				0036454IN	08/29/08	REPROGRAPHICS SERVICES	129.30	
				0036453IN	08/29/08	REPROGRAPHICS SERVICES	129.30	
				0036452IN	08/29/08	REPROGRAPHICS SERVICES	126.61	
				0036448IN	08/29/08	REPROGRAPHICS SERVICES	51.18	3,531.56
2013685	09/03/08	01183	MCMaster-CARR SUPPLY CO	96224516	08/14/08	SURGE TANK PARTS	398.32	
				94090985	07/25/08	REPAIR PARTS	68.52	466.84
2013767	09/10/08	01183	MCMaster-CARR SUPPLY CO	96298507	08/15/08	AUTOMATIC DOOR HOLDER	38.24	38.24
2013937	09/17/08	01183	MCMaster-CARR SUPPLY CO	97487911	08/27/08	SUCTION STRAINERS	651.78	
				97614475	08/28/08	SUCTION STRAINERS	499.91	
				97449854	08/27/08	WAREHOUSE SUPPLY	291.19	
				97340772	08/26/08	CAUTION SIGNS	54.20	1,497.08
2014031	09/24/08	01183	MCMaster-CARR SUPPLY CO	97777546	08/29/08	AIR COMPRESSOR PARTS	127.07	
				97940682	09/02/08	AIR COMPRESSOR PARTS	68.22	195.29
2013686	09/03/08	08403	MCR TECHNOLOGIES INC	19092	08/11/08	EFFLUENT WET WELL LEVEL TRANSDUCER	603.90	603.90
2013859	09/17/08	09084	MICHAEL RAUSA	Ref002388886	09/16/08	UB Refund Cst #0000131397	18.07	18.07
2013860	09/17/08	09115	MICHELLE BALLOW	Ref002388918	09/16/08	UB Refund Cst #0000119289	99.24	99.24

OTAY WATER DISTRICT  
CHECK REGISTER  
FOR CHECKS 2013649 THROUGH 2014075  
RUN DATES 9/3/2008 TO 9/24/2008

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2013861	09/17/08	09078	MIKE ILLEAMAN	Ref002388880	09/16/08	UB Refund Cst #0000127736	75.00	75.00
2013862	09/17/08	09108	MILA RABANAL	Ref002388911	09/16/08	UB Refund Cst #0000085386	101.20	101.20
2013768	09/10/08	01577	MINARIK CORPORATION	IO588529DD IO588534DD IO599843DD		CREDIT MEMO CREDIT MEMO 640 PROJECT - PLC FOR TANK LEVELS	(746.22) (497.48) 3,201.69	1,957.99
2013769	09/10/08	01063	MIRAMAR BOBCAT INC	P99730 P99641 P99728 P99769		CREDIT REPAIR PARTS REPAIR PARTS REPAIR PARTS REPAIR PARTS	(78.15) 431.50 55.35 44.43	453.13
2013938	09/17/08	00887	MIRAMAR TRUCK CENTER-SAN DIEGO	236070	08/19/08	REPAIR PART	26.01	26.01
2013687	09/03/08	03393	MOBILE MINI LLC - CA	904143767	08/11/08	RENTAL 40' METER STORAGE CONTAINERS	170.88	170.88
2014032	09/24/08	03393	MOBILE MINI LLC - CA	904148895	08/31/08	RENTAL 40' METER STORAGE CONTAINERS	164.90	164.90
2013688	09/03/08	03401	MODULAR MERCHANTS	1807 1806	08/13/08 08/13/08	METER SHOP CUBICLE REMODEL LABOR FOR IT OFFICE REMODEL	6,790.73 255.00	7,045.73
2013863	09/17/08	09060	MORTGAGE CONTRACTING SERVICES	Ref002388862	09/16/08	UB Refund Cst #0000126354	130.09	130.09
2013939	09/17/08	07348	MSA SYSTEMS INC	13929 13956	08/22/08 08/27/08	ONSITE TRAINING SOFTWARE APPLICATION DEVELOPMENT	1,995.00 1,075.00	3,070.00
2013689	09/03/08	02037	MWH LABORATORIES	247640LI 246852LI	08/06/08 08/06/08	REGULATORY ANALYSES REGULATORY ANALYSES	946.00 423.00	1,369.00
2013864	09/17/08	09122	NAGHAM SHAMOON	Ref002388925	09/16/08	UB Refund Cst #0000122609	26.38	26.38
2013771	09/10/08	04676	NAPA AUTO PARTS	122964 123098 122677 122108 122688 122177 122109 122543 123228 121673 121664 122132 122505	08/18/08 08/19/08 08/14/08 08/08/08 08/14/08 08/08/08 08/08/08 08/13/08 08/20/08 08/04/08 08/04/08 08/08/08 08/12/08	REPAIR PARTS REPAIR PARTS	807.13 345.87 158.39 133.59 129.98 116.25 107.13 106.95 102.99 94.71 77.04 69.69 60.67	

OTAY WATER DISTRICT  
CHECK REGISTER  
FOR CHECKS 2013649 THROUGH 2014075  
RUN DATES 9/3/2008 TO 9/24/2008

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
				122110	08/08/08	REPAIR PARTS	59.22	
				122547	08/13/08	REPAIR PARTS	57.58	
				123308	08/21/08	REPAIR PARTS	54.82	
				121346	07/31/08	REPAIR PARTS	52.65	
				122974	08/18/08	REPAIR PARTS	37.58	
				121847	08/06/08	REPAIR PARTS	36.17	
				121282	07/31/08	REPAIR PARTS	32.57	
				121992	08/07/08	REPAIR PARTS	28.98	
				122492	08/12/08	REPAIR PARTS	24.11	
				122078	08/07/08	REPAIR PARTS	22.62	
				122753	08/15/08	REPAIR PARTS	21.96	
				122672	08/14/08	REPAIR PARTS	20.04	
				121741	08/05/08	REPAIR PARTS	19.01	
				123094	08/19/08	REPAIR PARTS	17.23	
				121846	08/06/08	REPAIR PARTS	15.69	
				121292	07/31/08	REPAIR PARTS	15.49	
				122085	08/07/08	REPAIR PARTS	13.86	
				122089	08/07/08	REPAIR PARTS	13.86	
				123320	08/21/08	REPAIR PARTS	11.86	
				123063	08/19/08	REPAIR PARTS	11.30	
				121401	07/31/08	REPAIR PARTS	7.76	
				121701	08/04/08	REPAIR PARTS	7.33	
				121845	08/06/08	REPAIR PARTS	6.67	
				122758	08/15/08	REPAIR PARTS	6.40	
				121674	08/04/08	REPAIR PARTS	5.37	
				123344	08/21/08	REPAIR PARTS	5.26	
				121820	08/05/08	REPAIR PARTS	5.16	
				123062	08/19/08	REPAIR PARTS	4.22	
				121696	08/04/08	REPAIR PARTS	3.66	
				121936	08/06/08	REPAIR PARTS	3.57	
				121483	08/01/08	REPAIR PARTS	2.35	2,934.74
2013940	09/17/08	04676	NAPA AUTO PARTS	124062		CREDIT MEMO	(807.13)	
				124091		CREDIT MEMO	(142.23)	
				124066		CREDIT MEMO	(39.24)	
				124065		CREDIT MEMO	(38.76)	
				124063		CREDIT MEMO	(37.58)	
				124064		CREDIT MEMO	(30.34)	
				124067		CREDIT MEMO	(19.46)	
				123793	08/26/08	REPAIR PARTS	525.88	
				122107	08/08/08	REPAIR PARTS	276.79	
				123947	08/28/08	REPAIR PARTS	164.93	
				123873	08/27/08	REPAIR PARTS	71.19	
				123683	08/25/08	REPAIR PARTS	63.57	
				123904	08/27/08	REPAIR PARTS	50.69	
				123816	08/27/08	REPAIR PARTS	41.12	

OTAY WATER DISTRICT  
CHECK REGISTER  
FOR CHECKS 2013649 THROUGH 2014075  
RUN DATES 9/3/2008 TO 9/24/2008

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
				123905	08/27/08	REPAIR PARTS	40.09	
				123900	08/27/08	REPAIR PARTS	39.15	
				123828	08/27/08	REPAIR PARTS	25.80	
				123817	08/27/08	REPAIR PARTS	25.54	
				123926	08/27/08	REPAIR PARTS	12.77	
				123842	08/27/08	REPAIR PARTS	10.25	
				123957	08/28/08	REPAIR PARTS	8.64	
				123999	08/28/08	REPAIR PARTS	3.77	
				123718	08/26/08	REPAIR PARTS	2.47	247.91
2014033	09/24/08	04676	NAPA AUTO PARTS	124113	08/29/08	REPAIR PARTS	80.23	
				124184	08/29/08	REPAIR PARTS	23.91	
				124114	08/29/08	REPAIR PARTS	12.05	116.19
2013690	09/03/08	03523	NATIONAL DEFERRED COMPENSATION	Ben2388396	09/04/08	DEFERRED COMP PLAN	8,586.69	8,586.69
2013941	09/17/08	03523	NATIONAL DEFERRED COMPENSATION	Ben2388833	09/18/08	DEFERRED COMP PLAN	12,376.70	12,376.70
2013772	09/10/08	03733	NEC UNIFIED SOLUTIONS INC	VSH10227225	10/24/06	LABOR FOR PHONES SVCS	247.50	247.50
2013942	09/17/08	03733	NEC UNIFIED SOLUTIONS INC	VSH10260810	08/27/08	LABOR FOR PHONES SVCS	1,008.00	1,008.00
2013865	09/17/08	09121	NELSON LEBRON	Ref002388924	09/16/08	UB Refund Cst #0000122270	7.95	7.95
2014034	09/24/08	03487	NETWORK INSIGHT	NINMS200801049	09/02/08	NETWORK MONITORING SERVICES	14,750.00	
				NINMS200801059	08/31/08	NETWORK MONITORING SERVICES	742.50	15,492.50
2013773	09/10/08	00996	NEW HORIZONS	2282271	09/02/08	COMPUTER TRAINING	225.00	225.00
2013943	09/17/08	00996	NEW HORIZONS	2282281	09/02/08	COMPUTER TRAINING	225.00	225.00
2014035	09/24/08	05494	NEXTEL OF CALIFORNIA	901500243024	09/12/08	GIS (AIR-TRAK) CELLULAR SERVICE	3,504.96	3,504.96
2014036	09/24/08	02669	NORTHERN TOOL & EQUIPMENT CO	18596215	08/22/08	REPAIR PARTS	608.74	608.74
2013866	09/17/08	09083	OAK TREE REALTY	Ref002388885	09/16/08	UB Refund Cst #0000128153	17.39	17.39
2013691	09/03/08	00510	OFFICE DEPOT INC	439606980001	08/13/08	OFFICE SUPPLIES	1,758.53	
				439608988002	08/13/08	OFFICE SUPPLIES	29.06	
				439608988001	08/13/08	OFFICE SUPPLIES	17.81	1,805.40
2013774	09/10/08	00510	OFFICE DEPOT INC	440828350001	08/20/08	OFFICE SUPPLIES	109.06	109.06
2013944	09/17/08	00510	OFFICE DEPOT INC	441766882001	08/27/08	SCANNER	482.67	
				441415155001	08/27/08	OFFICE SUPPLIES	109.42	
				441415428001	08/27/08	OFFICE SUPPLIES	35.81	627.90

OTAY WATER DISTRICT  
CHECK REGISTER  
FOR CHECKS 2013649 THROUGH 2014075  
RUN DATES 9/3/2008 TO 9/24/2008

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2014037	09/24/08	00510	OFFICE DEPOT INC	442152187001	09/03/08	OFFICE SUPPLIES	334.36	334.36
2013692	09/03/08	07945	OLIN CORP - CHLOR ALKALI	1058550	08/13/08	CHLORINE FOR TREATMENT PLANT	2,187.55	2,187.55
2014038	09/24/08	07945	OLIN CORP - CHLOR ALKALI	1067248	09/03/08	CHLORINE FOR TREATMENT PLANT	2,187.55	2,187.55
2014039	09/24/08	09142	OLIVENHAIN MUNICIPAL WATER	4823	09/04/08	ADVOCACY	2,500.00	2,500.00
2013693	09/03/08	02084	OLLI BROS	000506	08/13/08	CONSERVATION T-SHIRTS	274.29	274.29
2013867	09/17/08	09098	OSCAR SIMMONS	Ref002388901	09/16/08	UB Refund Cst #0000071421	65.26	65.26
2013775	09/10/08	02334	OTAY LANDFILL	006964	08/15/08	WASTE DISPOSAL SERVICES	2,211.82	2,211.82
2013694	09/03/08	03101	OTAY WATER DISTRICT	Ben2388398	09/04/08	PAYROLL DEDUCTION - ASSN DUES	819.00	819.00
2013945	09/17/08	03101	OTAY WATER DISTRICT	Ben2388831	09/18/08	PAYROLL DEDUCTION - ASSN DUES	812.00	812.00
2013946	09/17/08	03780	OWEN, DOUGLAS WESTLEY	000605	09/16/08	TUITION REIMBURSEMENT	1,565.19	1,565.19
2013776	09/10/08	08655	PACIFIC ALLIANCE APPRAISALS	0806003004005	09/05/08	APPRAISAL SERVICES	9,750.00	9,750.00
2014040	09/24/08	07499	PACIFIC BUILDING MAINTENANCE	15758	08/28/08	JANITORIAL SERVICES ADMIN, WH, TP & OPS	2,795.00	2,795.00
2013947	09/17/08	06646	PACIFIC HYDROTECH CORPORATION	19	07/31/08	CONSTRUCTION SERVICES	629,198.72	629,198.72
2014041	09/24/08	04667	PADRE DAM MUNICIPAL	000569	08/29/08	STEVE ALBRECHT TRAINING	1,148.00	1,148.00
2014042	09/24/08	09139	PATRICIA KARSTEIN	000606	09/17/08	CASH IN YOUR PLANTS PROGRAM	765.00	765.00
2014043	09/24/08	05497	PAYPAL INC	2448390	08/31/08	ON-LINE PAYMENT SERVICES	399.60	399.60
2013695	09/03/08	03308	PBS&J	1016013 1015920	08/11/08 08/08/08	2009 MASTER PLAN UPDATE CIP P2089-RECYCLED WATER CONCEPT STUDY	58,986.00 8,964.50	67,950.50
2013777	09/10/08	03308	PBS&J	1016697	08/18/08	PROFESSIONAL CONSULTING SERVICES	1,834.00	1,834.00
2013948	09/17/08	03649	PECK'S HEAVY FRICTION INC	186859	08/22/08	BRAKE PADS	42.67	42.67
2013949	09/17/08	08398	PEERLESS MATERIALS COMPANY	492	08/27/08	WIPING RAGS	247.83	247.83
2013696	09/03/08	03790	PENHALL COMPANY	19496	08/14/08	FLAT SAW CUTTING SERVICES	336.50	336.50
2013697	09/03/08	00137	PETTY CASH CUSTODIAN	000562	09/02/08	PETTY CASH REIMBURSEMENT	847.68	847.68

OTAY WATER DISTRICT  
CHECK REGISTER  
FOR CHECKS 2013649 THROUGH 2014075  
RUN DATES 9/3/2008 TO 9/24/2008

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2013950	09/17/08	00137	PETTY CASH CUSTODIAN	000600	09/16/08	PETTY CASH REIMBURSEMENT	819.16	819.16
2013778	09/10/08	04983	PICNIC PEOPLE SAN DIEGO	2968	08/19/08	ANNUAL OWD PICNIC	1,663.23	1,663.23
2014044	09/24/08	00053	PITNEY BOWES INC	761826R	09/03/08	POSTAL SECURITY DEVICE RENTAL	206.88	206.88
2013779	09/10/08	02264	PLASTERER, MICHAEL L	000582	09/09/08	SAFETY BOOTS REIMBURSEMENT	129.88	129.88
2014045	09/24/08	03351	POSADA, ROD	15570908	09/10/08	TRAVEL EXPENSE REIMBURSEMENT	745.40	745.40
2013780	09/10/08	05499	PRAXAIR DISTRIBUTION INC	30201373	07/20/08	WELDING SUPPLIES	620.33	620.33
2014046	09/24/08	05499	PRAXAIR DISTRIBUTION INC	30520395	08/20/08	WELDING SUPPLIES	620.33	620.33
2013781	09/10/08	01953	PRENDERGAST, JOHN A	000585	09/08/08	COMPUTER LOAN PROGRAM	1,050.89	1,050.89
2013782	09/10/08	01953	PRENDERGAST, JOHN A	000576	09/05/08	CPA LICENSE RENEWAL	399.00	399.00
2013951	09/17/08	02976	PRE-PAID LEGAL SERVICES INC	000601	09/17/08	LEGAL SERVICES	57.80	57.80
2013698	09/03/08	06641	PRUDENTIAL OVERALL SUPPLY	8519714	08/14/08	UNIFORMS	261.96	
				8519713	08/14/08	MATS, TOWELS & SUPPLIES	116.78	
				8519715	08/14/08	MATS, TOWELS & SUPPLIES	95.84	
				8514433	08/13/08	MATS, TOWELS & SUPPLIES	89.00	
				8514432	08/13/08	UNIFORMS	75.26	
				8519716	08/14/08	UNIFORMS	58.31	697.15
2013783	09/10/08	06641	PRUDENTIAL OVERALL SUPPLY	8545690	08/21/08	UNIFORMS	261.96	
				8545689	08/21/08	MATS, TOWELS & SUPPLIES	116.78	
				8545691	08/21/08	MATS, TOWELS & SUPPLIES	95.84	
				8540452	08/20/08	MATS, TOWELS & SUPPLIES	89.00	
				8540451	08/20/08	UNIFORMS	75.26	
				8545692	08/21/08	UNIFORMS	53.45	692.29
2013952	09/17/08	06641	PRUDENTIAL OVERALL SUPPLY	8570696	08/28/08	UNIFORMS	345.98	
				8570695	08/28/08	MATS, TOWELS & SUPPLIES	116.78	
				8570697	08/28/08	MATS, TOWELS & SUPPLIES	95.84	
				8565729	08/27/08	MATS, TOWELS & SUPPLIES	89.00	
				8570698	08/28/08	UNIFORMS	53.45	
				8565728	08/27/08	UNIFORMS	52.94	753.99
2014047	09/24/08	06641	PRUDENTIAL OVERALL SUPPLY	8595303	09/04/08	UNIFORMS	339.56	
				8595302	09/04/08	MATS, TOWELS & SUPPLIES	116.78	
				8595304	09/04/08	MATS, TOWELS & SUPPLIES	95.84	
				8590342	09/03/08	MATS, TOWELS & SUPPLIES	89.00	
				8595305	09/04/08	UNIFORMS	53.45	

OTAY WATER DISTRICT  
CHECK REGISTER  
FOR CHECKS 2013649 THROUGH 2014075  
RUN DATES 9/3/2008 TO 9/24/2008

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
				8590341	09/03/08	UNIFORMS	48.23	742.86
2013784	09/10/08	00078	PUBLIC EMPLOYEES RETIREMENT	Ben2388392	09/04/08	PERS CONTRIBUTION (PRE-TAX)	125,554.58	125,554.58
2014048	09/24/08	00078	PUBLIC EMPLOYEES RETIREMENT	Ben2388835	09/18/08	PERS CONTRIBUTION	127,387.17	127,387.17
2013699	09/03/08	01342	R J SAFETY SUPPLY CO INC	25320301	08/12/08	WAREHOUSE SAFETY SUPPLIES	498.13	498.13
2013785	09/10/08	01342	R J SAFETY SUPPLY CO INC	25320302	08/20/08	WAREHOUSE SAFETY SUPPLIES	50.43	50.43
2013868	09/17/08	09051	RAFAELA BANUELOS	Ref002388853	09/16/08	UB Refund Cst #0000125174	56.82	56.82
2013953	09/17/08	08029	RANCHO SAN DIEGO-JAMUL	000592	09/10/08	REGISTRATION FOR MARK ROBAK	15.00	15.00
2014049	09/24/08	08029	RANCHO SAN DIEGO-JAMUL	000612	09/18/08	MEETING REGISTRATION	10.00	10.00
2013700	09/03/08	00766	RANROY PRINTING COMPANY	094691	08/12/08	BUSINESS CARDS	48.49	48.49
2013869	09/17/08	09069	RAY ESPINOSA	Ref002388871	09/16/08	UB Refund Cst #0000126999	17.85	17.85
2013870	09/17/08	09052	RAY ESPINOZA	Ref002388854	09/16/08	UB Refund Cst #0000125583	98.46	98.46
2013954	09/17/08	02041	RBF CONSULTING	8070199 8070200	08/15/08 08/15/08	BLANKET FOR CIP P2185-CONST MGMT SVCS CIP P2009 - 36 INCH PIPELINE	74,144.00 5,690.00	79,834.00
2014050	09/24/08	02041	RBF CONSULTING	8071070	08/29/08	R2053-RECLAM. PLANT/RECYCLE WTR OFFICE	43,298.32	43,298.32
2013955	09/17/08	01722	RDO EQUIPMENT CO	W05853	08/29/08	SUBLET REPAIR	3,086.72	3,086.72
2014051	09/24/08	04552	REA & PARKER RESEARCH	000584 000583 000574	09/02/08 09/02/08 09/02/08	CS AND RCS AWARENESS SURVEYS CS AND RCS AWARENESS SURVEYS EMPLOYEE SURVEY	6,000.00 6,000.00 2,720.00	14,720.00
2014052	09/24/08	01890	RECON	37121	06/01/08	P1253 - PREPARATION OF THE SUBAREA PLAN	258.00	258.00
2013701	09/03/08	03525	REFRIGERATION ENGINEERING	40594	08/08/08	REFRIGERATOR REPAIRS	258.53	258.53
2013871	09/17/08	09109	REGINALD REGALA	Ref002388912	09/16/08	UB Refund Cst #0000086402	37.23	37.23
2013702	09/03/08	06645	RELIABLE ELEVATOR INC	13667	08/01/08	ELEVATOR SERVICE & MAINTENANCE	416.01	416.01
2014053	09/24/08	06645	RELIABLE ELEVATOR INC	13995	09/01/08	ELEVATOR SERVICE & MAINTENANCE	416.01	416.01
2014054	09/24/08	03741	RIVAS, JUAN J	000625	09/23/08	EDUCATION/TUITION REIMBURSEMENT	697.93	697.93
2013786	09/10/08	04068	ROADONE TOWING	277597	08/18/08	TOWING SERVICES	106.80	106.80

OTAY WATER DISTRICT  
CHECK REGISTER  
FOR CHECKS 2013649 THROUGH 2014075  
RUN DATES 9/3/2008 TO 9/24/2008

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2014055	09/24/08	09140	ROBERT BAKER	000607	09/17/08	CASH IN YOUR PLANTS PROGRAM	1,700.00	1,700.00
2013872	09/17/08	09127	ROBERT BUTLER	Ref002388930	09/16/08	UB Refund Cst #0000123821	16.64	16.64
2013873	09/17/08	09075	ROBERT SCHMIDT	Ref002388877	09/16/08	UB Refund Cst #0000127257	63.89	63.89
2013787	09/10/08	06412	ROMERO, TANYA	000586	09/09/08	TUITION REIMBURSEMENT	217.40	217.40
2014056	09/24/08	04565	ROSALES, MARIA DEVINA	000621	09/22/08	COMPUTER LOAN PROGRAM	1,836.62	1,836.62
2013788	09/10/08	03279	ROTH STAFFING COMPANIES LP	12228097	09/05/08	TEMPORARY SERVICES - HR DEPT	1,052.16	1,052.16
2013956	09/17/08	03279	ROTH STAFFING COMPANIES LP	12230654	09/12/08	TEMPORARY SERVICES - HR DEPT	1,052.16	1,052.16
2014057	09/24/08	06249	RUDOLPH & SLETTEN	REF998456305A	09/17/08	REFUND OF DEPOSIT	850.00	850.00
2013874	09/17/08	09065	RUTH REYES	Ref002388867	09/16/08	UB Refund Cst #0000126825	36.88	36.88
2013875	09/17/08	09073	RUTH REYES	Ref002388875	09/16/08	UB Refund Cst #0000127178	123.68	123.68
2014058	09/24/08	00362	RYAN HERCO PRODUCTS CORP	6434982	08/29/08	PVC GAUGE GUARD & GAUGE	653.41	653.41
2013957	09/17/08	00694	SAN DIEGO COUNTY	000590	09/10/08	RECORDING FEES/JT USE AGREEMENT	28.00	28.00
2013958	09/17/08	00003	SAN DIEGO COUNTY WATER	6787 6752	09/11/08 09/11/08	HEW VOUCHER PROGRAM CII VOUCHER PROGRAM	1,848.00 59.61	1,907.61
2013789	09/10/08	00247	SAN DIEGO DAILY TRANSCRIPT	108513	08/15/08	BID ADVERTISEMENT	96.05	96.05
2014059	09/24/08	00247	SAN DIEGO DAILY TRANSCRIPT	111903	09/12/08	CONSULTANT SERVICES ADVERTISEMENT	60.05	60.05
2013703	09/03/08	00121	SAN DIEGO GAS & ELECTRIC	000552 000559	08/25/08 08/26/08	UTILITY EXPENSES UTILITY EXPENSES	74,409.71 18,420.64	92,830.35
2013704	09/03/08	00871	SAN DIEGO GAS & ELECTRIC	244828	08/05/08	CALAVO SEWER PS ELEC SVC RELOCATION	6,505.00	6,505.00
2013790	09/10/08	00121	SAN DIEGO GAS & ELECTRIC	000578	09/03/08	UTILITY EXPENSES	90,638.40	90,638.40
2014060	09/24/08	00121	SAN DIEGO GAS & ELECTRIC	000618 01332696	09/17/08 09/16/08	UTILITY EXPENSES UTILITY EXPENSE	39,432.02 40.05	39,472.07
2013791	09/10/08	03809	SAN DIEGO NEIGHBORHOOD NEWS	01529450001	08/21/08	JOB POSTING	184.80	184.80
2013792	09/10/08	03273	SAN DIEGO READER	237	08/20/08	JOB POSTING	76.45	76.45

OTAY WATER DISTRICT  
CHECK REGISTER  
FOR CHECKS 2013649 THROUGH 2014075  
RUN DATES 9/3/2008 TO 9/24/2008

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2013876	09/17/08	09136	SAN DIEGO REALTY	Ref002388939	09/16/08	UB Refund Cst #0000124816	58.85	58.85
2013877	09/17/08	09072	SAN DIEGO REO REALTORS	Ref002388874	09/16/08	UB Refund Cst #0000127165	21.33	21.33
2013878	09/17/08	09074	SANDY MILLER	Ref002388876	09/16/08	UB Refund Cst #0000127224	48.20	48.20
2013793	09/10/08	07288	SCHMIDT FIRE PROTECTION CO INC	64884	08/07/08	FIRE SYSTEM SUPPRESSION	236.00	236.00
2013879	09/17/08	09066	SCOTT VINSON	Ref002388868	09/16/08	UB Refund Cst #0000126829	44.12	44.12
2013880	09/17/08	09076	SHARON BOYER	Ref002388878	09/16/08	UB Refund Cst #0000127274	59.37	59.37
2013794	09/10/08	01651	SHARP REES-STEALY MEDICAL CTRS	203	08/16/08	PRE-PLACEMENT PHYSICALS	622.00	622.00
2013881	09/17/08	09081	SHAWNA SCOTT	Ref002388883	09/16/08	UB Refund Cst #0000128020	58.85	58.85
2013882	09/17/08	09114	SHEA PROPERTIES	Ref002388917	09/16/08	UB Refund Cst #0000099375	667.82	667.82
2013883	09/17/08	09055	SHEA PROPERTIES CMS DIVISION	Ref002388857	09/16/08	UB Refund Cst #0000126068	654.86	654.86
2013959	09/17/08	05983	SIEMENS WATER	2558609		PRICE DISCREPANCY	(80.81)	
				2449168	05/07/08	DOOR REPLACEMENT PARTS	284.98	
				2558011	09/08/08	DOOR REPLACEMENT PART	8.08	212.25
2013960	09/17/08	05983	SIEMENS WATER	7824042	08/25/08	BIOXIDE	1,118.92	1,118.92
2014061	09/24/08	05983	SIEMENS WATER	2555010	09/03/08	FREIGHT - V10K CHLORINATORS FOR T-PLANT	64.66	64.66
2014062	09/24/08	05627	SIGNA DIGITAL SOLUTIONS INC	ARS19274	09/03/08	COPIER MAINTENANCE	200.00	
				ARS19323	09/04/08	COPIER MAINTENANCE	200.00	
				ARS19324	09/04/08	COPIER MAINTENANCE	144.00	
				ARS19200	09/02/08	COPIER MAINTENANCE	34.20	578.20
2013705	09/03/08	00258	SLOAN ELECTRIC CO	0054357	08/26/08	MACHINE 6" PVC CAPS	1,700.00	1,700.00
2013795	09/10/08	03592	SOFTCHOICE CORPORATION	1793524	08/18/08	MICROSOFT SOFTWARE LICENSES	13,903.44	
				1795030	08/20/08	MICROSOFT SOFTWARE LICENSES	5,068.46	18,971.90
2013884	09/17/08	09124	SOUTHBAY EXPRESSWAY L P	Ref002388927	09/16/08	UB Refund Cst #0000123374	661.36	661.36
2013706	09/03/08	03103	SOUTHCOAST HEATING &	C37783	08/12/08	AIR CONDITIONING MAINTENANCE	908.00	908.00
2013707	09/03/08	03760	SPANKY'S PORTABLE SERVICES INC	747633	08/13/08	PORTABLE TOILET RENTAL	79.96	79.96
2013796	09/10/08	03760	SPANKY'S PORTABLE SERVICES INC	748731	08/21/08	PORTABLE TOILET RENTAL	98.15	98.15

OTAY WATER DISTRICT  
CHECK REGISTER  
FOR CHECKS 2013649 THROUGH 2014075  
RUN DATES 9/3/2008 TO 9/24/2008

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2014063	09/24/08	03760	SPANKY'S PORTABLE SERVICES INC	749708	08/29/08	PORTABLE TOILET RENTAL	79.96	
				749709	08/29/08	PORTABLE TOILET RENTAL	79.96	
				749710	08/29/08	PORTABLE TOILET RENTAL	79.96	
				749711	08/29/08	PORTABLE TOILET RENTAL	79.96	
				750277	09/01/08	PORTABLE TOILET RENTAL	79.96	
							399.80	
2013797	09/10/08	03516	SPECIAL DISTRICT RISK	GC2747	09/03/08	GEN LIAB PROP DAMAGE DEDUCTIBLE	500.00	1,000.00
				GC3104	09/05/08	GEN LIAB PROP DAMAGE DEDUCTIBLE	500.00	
2014064	09/24/08	03600	SPRINT	000599	09/13/08	WIRELESS CARDS SERVICE - INTERNET	59.99	59.99
2014065	09/24/08	02354	STANDARD ELECTRONICS	11349	08/11/08	FIRE & SECURITY MONITORING	1,410.00	1,842.31
				11368	08/14/08	SECURITY SERVICE & REPAIRS	347.31	
				11344	08/11/08	SECURITY SERVICE & REPAIRS	85.00	
2014066	09/24/08	06524	STANLEY ACCESS TECH LLC	98885276	06/30/08	AUTOMATIC SWING DOOR MAINTENANCE	124.98	124.98
2014067	09/24/08	01560	STATE CHEMICAL MFG CO, THE	93907489	08/29/08	SHOP SUPPLIES	465.98	465.98
2013708	09/03/08	06295	STATE DISBURSEMENT UNIT	Ben2388404	09/04/08	PAYROLL DEDUCTION	206.00	206.00
2013709	09/03/08	06299	STATE DISBURSEMENT UNIT	Ben2388402	09/04/08	PAYROLL DEDUCTION	237.69	237.69
2013710	09/03/08	06303	STATE DISBURSEMENT UNIT	Ben2388408	09/04/08	PAYROLL DEDUCTION	836.30	836.30
2013711	09/03/08	08533	STATE DISBURSEMENT UNIT	Ben2388406	09/04/08	PAYROLL DEDUCTION	841.01	841.01
2013961	09/17/08	06299	STATE DISBURSEMENT UNIT	Ben2388841	09/18/08	PAYROLL DEDUCTION	237.69	237.69
2013962	09/17/08	06303	STATE DISBURSEMENT UNIT	Ben2388845	09/18/08	PAYROLL DEDUCTION	836.30	836.30
2013963	09/17/08	08533	STATE DISBURSEMENT UNIT	Ben2388843	09/18/08	PAYROLL DEDUCTION	841.01	841.01
2013712	09/03/08	02261	STATE STREET BANK & TRUST CO	Ben2388394	09/04/08	DEFERRED COMP PLAN	7,671.57	7,671.57
2013964	09/17/08	02261	STATE STREET BANK & TRUST CO	Ben2388837	09/18/08	DEFERRED COMP PLAN	7,574.05	7,574.05
2013885	09/17/08	09090	STEPHEN STANKO	Ref002388892	09/16/08	UB Refund Cst #0000005986	134.52	134.52
2013886	09/17/08	09063	STEVE FRIESEN	Ref002388865	09/16/08	UB Refund Cst #0000126542	9.70	9.70
2013887	09/17/08	09070	STEVE LEMACK	Ref002388872	09/16/08	UB Refund Cst #0000127037	34.78	34.78
2013888	09/17/08	09053	STEVE YARBROUGH	Ref002388855	09/16/08	UB Refund Cst #0000125848	66.92	66.92
2013889	09/17/08	09061	STEVE YARBROUGH	Ref002388863	09/16/08	UB Refund Cst #0000126519	55.99	55.99

OTAY WATER DISTRICT  
CHECK REGISTER  
FOR CHECKS 2013649 THROUGH 2014075  
RUN DATES 9/3/2008 TO 9/24/2008

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2013713	09/03/08	03738	STEVEN ENTERPRISES INC	0223621IN	08/11/08	BOND PAPER	144.92	144.92
2013890	09/17/08	09067	SUZANNA TOVAR	Ref002388869	09/16/08	UB Refund Cst #0000126897	33.43	33.43
2013891	09/17/08	09096	SWEETWATER UNION HS DISTRICT	Ref002388898	09/16/08	UB Refund Cst #0000062977	4,877.60	4,877.60
2014068	09/24/08	09096	SWEETWATER UNION HS DISTRICT	REF998456305	09/17/08	REFUND OF ON ACCOUNT CREDIT	4,027.60	4,027.60
2013714	09/03/08	01736	SWIGGERS, JULIE M	000561	09/02/08	EMPLOYEE PROGRAM	200.00	200.00
2013965	09/17/08	08399	SWINERTON MANAGEMENT	0806900206	09/04/08	TEMPORARY SERVICES - ENGG DEPT	2,400.00	2,400.00
2013892	09/17/08	09125	TALAL FINDAKLEY	Ref002388928	09/16/08	UB Refund Cst #0000123391	13.27	13.27
2013798	09/10/08	02799	TARULLI TIRE INC - SAN DIEGO	20035215	08/13/08	TIRES	646.54	
				20035146	08/06/08	TIRES	374.97	
				20035101	08/06/08	TIRES	208.49	
				20035213	08/13/08	TIRES	109.92	
				20035303	08/21/08	TIRES	104.24	
				20035099	08/01/08	TIRES	78.95	
				20035100	08/01/08	TIRES	76.70	
				20035212	08/13/08	TIRES	20.47	1,620.28
2013967	09/17/08	03770	TEAMAN, RAMIREZ & SMITH INC	206240449	08/11/08	AUDIT SERVICES	15,000.00	15,000.00
2013893	09/17/08	09086	TINA ETUE	Ref002388888	09/16/08	UB Refund Cst #0000134022	49.00	49.00
2013966	09/17/08	04977	T-MOBILE	000603	09/05/08	CELL PHONE & BLACKBERRY SERVICES	1,678.85	1,678.85
2014069	09/24/08	08159	TORRES, LEONEL	000623	09/23/08	EDUCATION/TUITION REIMBURSEMENT	2,994.00	
				000624	09/23/08	EDUCATION/TUITION REIMBURSEMENT	277.00	3,271.00
2013799	09/10/08	03074	TRAFFIC CONTROL SERVICE INC	873343	08/20/08	TRAFFIC CONES 28" 10LB	539.73	539.73
2013968	09/17/08	02641	TRANE US INC	81008106	08/27/08	AIR CONDITIONING UPGRADE	15,857.00	15,857.00
2013894	09/17/08	09068	TRIAD PROPERTIES	Ref002388870	09/16/08	UB Refund Cst #0000126996	114.94	114.94
2014070	09/24/08	09143	TVF CHEER	000627	09/23/08	FIRE EXPO SPONSORSHIP	400.00	400.00
2014071	09/24/08	00427	UNDERGROUND SERVICE ALERT OF	820080446	09/01/08	UNDERGROUND TRENCH SERVICE ALERTS	324.00	324.00
2013800	09/10/08	00075	UNION TRIBUNE PUBLISHING CO	0010106797	08/31/08	JOB POSTING	874.91	
				0010098646	08/15/08	BID ADVERTISEMENT	454.75	1,329.66

OTAY WATER DISTRICT  
CHECK REGISTER  
FOR CHECKS 2013649 THROUGH 2014075  
RUN DATES 9/3/2008 TO 9/24/2008

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2013801	09/10/08	08262	UNITED RENTALS NORTHWEST INC	76013571001	08/19/08	CONCRETE	118.53	118.53
2013715	09/03/08	05417	UNITED STATES DEPARTMENT	Ben2388410	09/04/08	PAYROLL DEDUCTION	100.00	100.00
2013969	09/17/08	05417	UNITED STATES DEPARTMENT	Ben2388847	09/18/08	PAYROLL DEDUCTION	100.00	100.00
2013970	09/17/08	00350	UNITED STATES POSTAL SERVICE	000596	09/15/08	REIMBURSE POSTAGE METER	1,650.00	1,650.00
2013971	09/17/08	07662	UNITEDHEALTHCARE SPECIALTY	000602	09/17/08	BASIC LIFE/AD&D & SUPP LIFE INS	5,174.74	5,174.74
2013976	09/17/08	03212	UNUM LIFE INSURANCE	Ben2388390	09/04/08	LONG TERM DISABILITY	6,529.50	6,529.50
2013716	09/03/08	07674	US BANK CORPORATE PAYMENT	000564 000567 000553 000566	08/22/08 08/22/08 08/22/08 08/22/08	DISTRICT EXPENSES DISTRICT EXPENSES DISTRICT EXPENSES DISTRICT EXPENSES	2,095.64 395.00 182.92 151.99	2,825.55
2013802	09/10/08	07674	US BANK CORPORATE PAYMENT	000570 000572	08/22/08 08/22/08	DISTRICT EXPENSES DISTRICT EXPENSES	7,290.20 37.69	7,327.89
2014072	09/24/08	07674	US BANK CORPORATE PAYMENT	000610	08/22/08	DISTRICT EXPENSES	6,016.21	6,016.21
2013803	09/10/08	04345	US CONCRETE PRECAST GROUP	0132291IN 0132293IN 0132292IN	08/19/08 08/19/08 08/19/08	INVENTORY INVENTORY 2" PURPLE READER LIDS	7,927.71 2,816.15 1,867.31	12,611.17
2013972	09/17/08	04345	US CONCRETE PRECAST GROUP	0132492IN	08/28/08	2" PURPLE READER LID	933.65	933.65
2014073	09/24/08	06829	US SECURITY ASSOCIATES INC	252787 279030	07/24/08 08/21/08	AFTER HOURS SECURITY SVCS AFTER HOURS SECURITY SVCS	285.60 175.85	461.45
2013717	09/03/08	03190	VALCO INSTRUMENTS CO INC	90063255	08/08/08	APA 6000 PM PARTS	760.19	760.19
2013718	09/03/08	01095	VANTAGEPOINT TRANSFER AGENTS	Ben2388400	09/04/08	DEFERRED COMP PLAN	6,980.41	6,980.41
2013719	09/03/08	06414	VANTAGEPOINT TRANSFER AGENTS	000565	09/03/08	401A PLAN	18,878.24	18,878.24
2013973	09/17/08	01095	VANTAGEPOINT TRANSFER AGENTS	Ben2388839	09/18/08	DEFERRED COMP PLAN	7,035.04	7,035.04
2013804	09/10/08	03329	VERIZON WIRELESS	0684736993	08/21/08	WIRELESS DATA SERVICES	7,627.13	7,627.13
2013720	09/03/08	07595	WALTERS WHOLESALE ELECTRIC CO	281761102 281802500	08/08/08 08/13/08	TREATMENT PLANT OFFICE TRAILER MATERIAL GALVANIZED RIGID ELBOWS	3,361.28 35.01	3,396.29
2013974	09/17/08	03781	WATTON, MARK	000597	09/10/08	REIMBURSE CONF TRAVEL EXPENSES	232.57	232.57

OTAY WATER DISTRICT  
CHECK REGISTER  
FOR CHECKS 2013649 THROUGH 2014075  
RUN DATES 9/3/2008 TO 9/24/2008

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2013805	09/10/08	01343	WE GOT YA PEST CONTROL	50130	08/19/08	PEST CONTROL - BEE REMOVAL	115.00	115.00
2013721	09/03/08	00190	WEST PAYMENT CENTER	816594637	08/20/08	LEGAL LIBRARY UPDATES	1,011.25	1,011.25
2013975	09/17/08	00125	WESTERN PUMP INC	0069843IN	08/25/08	APCD TESTING	538.00	538.00
2014074	09/24/08	00125	WESTERN PUMP INC	0070062IN	08/31/08	FUEL ISLAND SERVICE CALL	127.50	127.50
2014075	09/24/08	03692	WESTIN ENGINEERING INC	31471	09/03/08	CIP P1210 - ASSET MANAGEMENT PLAN	30,811.19	30,811.19
2013895	09/17/08	09056	WILLIAM JOINER	Ref002388858	09/16/08	UB Refund Cst #0000126104	226.37	226.37
2013722	09/03/08	02725	WILLIAMS SCOTSMAN INC	83978476	08/12/08	MOBILE OFFICE RENTAL	293.85	293.85
2013806	09/10/08	02725	WILLIAMS SCOTSMAN INC	84126347	08/18/08	MOBILE OFFICE RENTAL @ TREATMENT PLANT	288.74	288.74
<b>GRAND TOTAL</b>							<b>2,937,614.55</b>	<b>2,937,614.55</b>