

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

2554 SWEETWATER SPRINGS BOULEVARD
SPRING VALLEY, CALIFORNIA
BOARDROOM

WEDNESDAY
May 18, 2011
11:30 A.M.

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

AGENDA

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

DISCUSSION ITEMS

3. REPORT ON DIRECTOR'S EXPENSES FOR THE 3RD QUARTER OF FISCAL YEAR 2011 (PRENDERGAST) [5 minutes]
4. APPROVE RESOLUTION NO. 4176 DECLARING AN END TO WATER SHORTAGE RESPONSE PLAN LEVEL I (GRANGER) [5 minutes]
5. AUTHORIZE THE GENERAL MANAGER TO NEGOTIATE AND EXECUTE TWO-YEAR AGREEMENTS WITH THREE ONE-YEAR OPTION RENEWALS WITH GREENRIDGE LANDSCAPE, INC. FOR LANDSCAPE MAINTENANCE SERVICES, AND PRIORITY BUILDING SERVICES, LLC, FOR JANITORIAL SERVICES (DOBRAWA) [5 minutes]
6. APPROVE AN AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR THE INSTALLATION OF A COMMUNICATIONS FACILITY AT THE 1296-1, 2 & 3 RESERVOIRS SITE (CHARLES) [5 minutes]

7. NOMINATE DISTRICT DIRECTOR, GARY CROUCHER, TO THE SAN DIEGO LOCAL AGENCY FORMATION COMMISSION'S (LAFCO) SPECIAL DISTRICTS ADVISORY COMMITTEE AND CONSIDER NOMINATING A DISTRICT REPRESENTATIVE FOR A REGULAR DISTRICT MEMBER ON LAFCO'S COMMISSION (WATTON) [5 minutes]
8. ADJOURNMENT

BOARD MEMBERS ATTENDING:
Gary Croucher, Chair
David Gonzalez

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

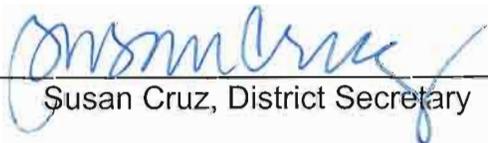
The Agenda, and any attachments containing written information, are available at the District's website at www.otaywater.gov. Written changes to any items to be considered at the open meeting, or to any attachments, will be posted on the District's website. Copies of the Agenda and all attachments are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

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

Certification of Posting

I certify that on May 13, 2011 I posted a copy of the foregoing agenda near the regular meeting place of the Board of Directors of Otay Water District, said time being at least 24 hours in advance of the meeting of the Board of Directors (Government Code Section §54954.2).

Executed at Spring Valley, California on May 13, 2011.



Susan Cruz, District Secretary



AGENDA ITEM 3

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	June 1, 2011
SUBMITTED BY:	Sean Prendergast,  Payroll/AP Supervisor	W.O./G.F. NO:	DIV. NO. All
APPROVED BY:	Joseph R. Beachem, Chief Financial Officer (Chief) 		
APPROVED BY:	German Alvarez, Assistant General Manager, Finance and (Asst. GM):  Administration		
SUBJECT:	Director's Expenses for the 3rd Quarter of Fiscal Year 2011		

GENERAL MANAGER'S RECOMMENDATION:

This is an informational item only.

COMMITTEE ACTION: _____

Please see Attachment A.

PURPOSE:

To inform the Board of the Director's expenses for the 3rd quarter of Fiscal Year 2011.

ANALYSIS:

The Director's expense information is being presented in order to comply with State law. (See Attachment B for Summary and C-H for Details.)

FISCAL IMPACT: 

None.

STRATEGIC GOAL:

Prudently manage District funds.

LEGAL IMPACT: _____

Compliance with State law.



General Manager

Attachments:

- A) Committee Action Form
- B) Director's Expenses and per Diems
- C-H) Director's Expenses Detail



ATTACHMENT A

SUBJECT/PROJECT:	Director's Expenses for the 3rd Quarter of Fiscal Year 2011
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COMMITTEE ACTION:

This is an informational item only.

NOTE:

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

**BOARD OF DIRECTORS'
EXPENSES AND PER-DIEMS**

**FINANCE, ADMINISTRATION, AND
COMMUNICATIONS COMMITTEE MEETING
MAY 18, 2011**

Board of Directors' Expenses and Per-Diems
Fiscal Year 2011 Quarter 3 (Jan 11- Mar 11)

Director Bonilla	\$00.00
Director Croucher	\$2,740.81
Director Gonzalez	\$2,168.46
Director Lopez	\$975.60
Director Robak	\$1,136.31
Total	\$7,021.18

Policy 8 requires that staff present the Expenses and Per-Diems for the Board of Directors on a Quarterly basis:

- Fiscal Year 2011, 3rd Quarter.
- The expenses are shown in detail by Board member, month and expense type.
- This presentation is in alphabetical order.
- This information was presented to the Finance, Administration, and Communications Committee on May 18, 2011.

Director Bonilla

Fiscal Year 2011 Quarter 3

	Jan 11	Feb 11	Mar 11
Business Meetings	0.00	0.00	0.00
Director's Fees	0.00	0.00	0.00
Mileage Business	0.00	0.00	0.00
Mileage Commuting	0.00	0.00	0.00
Seminars and Travel	0.00	00.00	0.00
Monthly Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Quarterly Total			<u>\$0.00</u>

Fiscal Year-to-Date 2011 (Jul 2010-Mar2011)	\$0.00
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Director Bonilla does not request per diem reimbursements

Meetings Attended			
Meetings Paid			

Director Croucher

Fiscal Year 2011 Quarter 3

	Jan 11	Feb 11	Mar 11
Business Meetings	0.00	0.00	0.00
Director's Fees	400.00	700.00	400.00
Mileage Business	0.00	108.12	0.00
Seminars	0.00	685.00	0.00
Travel	0.00	447.69	0.00
Monthly Totals	<u>400.00</u>	<u>1,940.81</u>	<u>400.00</u>
Quarterly Total	<u><u>\$2,740.81</u></u>		

Fiscal Year-to-Date 2011 (Jul 2010-Mar 2011)	\$4,540.81
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**Director Croucher serves on all
District Committees (6)**

Meetings Attended	6	7	5
Meetings Paid	4	7	4

Director Gonzalez

Fiscal Year 2011 Quarter 3

	Jan 11	Feb 11	Mar 11
Business Meetings	0.00	0.00	0.00
Director's Fees	500.00	400.00	0.00
Mileage Business	0.00	0.00	0.00
Seminars	0.00	560.00	400.00
Travel	0.00	308.46	0.00
Monthly Totals	<u>500.00</u>	<u>1,268.46</u>	<u>400.00</u>
Quarterly Total			<u><u>\$2,168.46</u></u>

Fiscal Year-to-Date 2010 (Jul 2010-Mar2011)	\$4,926.27
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Meetings Attended	5	4	
Meetings Paid	5	4	

Director Lopez

Fiscal Year 2011 Quarter 3

	Jan 11	Feb 11	Mar 11
Business Meetings	0.00	0.00	0.00
Director's Fees	300.00	200.00	0.00
Mileage Business	0.00	0.00	0.00
Mileage Commuting	20.40	10.20	0.00
Seminars and Travel	0.00	0.00	445.00
Monthly Totals	<u>320.40</u>	<u>210.20</u>	<u>445.00</u>
Quarterly Total			<u>975.60</u>

Fiscal Year-to-Date 2011 (Jul 2010-Mar 2011)	\$1,845.60
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Meetings Attended	3	2	
Meetings Paid	3	2	

Director Robak

Fiscal Year 2011 Quarter 3

	Jan 11	Feb 11	Mar 11
Business Meetings	0.00	0.00	0.00
Director's Fees	400.00	300.00	0.00
Mileage Business	16.83	16.32	0.00
Mileage Commuting	4.08	4.08	0.00
Seminars and Travel	0.00	0.00	395.00
Monthly Totals	<u>420.91</u>	<u>320.40</u>	<u>395.00</u>
Quarterly Total			<u><u>\$1,136.31</u></u>

Fiscal Year-to-Date 2010 (Jul 2010-Mar 2011)	\$3,133.31
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Meetings Attended	6	4	
Meetings Paid	4	3	

Board of Directors' Expenses and Per Diems
Fiscal Year 2011 to Date (Jul 10- Mar 11)

Director Bonilla	\$00.00
Director Croucher	\$4,540.81
Director Gonzalez	\$4,926.27
Director Lopez	\$1,845.60
Director Robak	\$3,133.31
Total	\$14,445.99

Board of Directors' Expenses and Per Diems
Fiscal Year 2011 **Projected** (Jul 10- Jun 11)

Director Bonilla	\$00.00
Director Croucher	\$6,054.00
Director Gonzalez	\$6,568.00
Director Lopez	\$2,460.00
Director Robak	\$4,177.00
Total	\$19,259.00

**OTAY WATER DISTRICT
ADMINISTRATIVE EXPENSES - BOARD
July 1, 2010 - June 30, 2011**

	<u>Jul-10</u>	<u>Aug-10</u>	<u>Sep-10</u>	<u>Oct-10</u>	<u>Nov-10</u>	<u>Dec-10</u>	<u>Jan-11</u>	<u>Feb-11</u>	<u>Mar-11</u>	<u>Apr-11</u>	<u>May-11</u>	<u>Jun-11</u>	<u>Total</u>
	1	2	3	4	5	6	7	8	9	10	11	12	
JAIME BONILLA (DETAILED IN SECTION D):													
5214	Business meetings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5281	Director's fees	-	-	-	-	-	-	-	-	-	-	-	-
5211	Mileage - Business	-	-	-	-	-	-	-	-	-	-	-	-
5211	Mileage - Commuting	-	-	-	-	-	-	-	-	-	-	-	-
5213	Seminars and conferences	-	-	-	-	-	-	-	-	-	-	-	-
5212	Travel	-	-	-	-	-	-	-	-	-	-	-	-
	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GARY D. CROUCHER (DETAILED IN SECTION E):													
5214	Business meetings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5281	Director's fees	-	200.00	400.00	600.00	300.00	300.00	400.00	700.00	400.00	-	-	3,300.00
5211	Mileage - Business	-	-	-	-	-	-	108.12	-	-	-	-	108.12
5211	Mileage - Commuting	-	-	-	-	-	-	-	-	-	-	-	-
5213	Seminars and conferences	-	-	-	-	-	-	685.00	-	-	-	-	685.00
5212	Travel	-	-	-	-	-	-	447.69	-	-	-	-	447.69
	Total	\$ -	\$ 200.00	\$ 400.00	\$ 600.00	\$ 300.00	\$ 300.00	\$ 400.00	\$ 1,940.81	\$ 400.00	\$ -	\$ -	\$ 4,540.81
DAVID GONZALEZ (DETAILED IN SECTION F):													
5214	Business meetings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5281	Director's fees	200.00	100.00	300.00	-	200.00	400.00	500.00	400.00	-	-	-	2,100.00
5211	Mileage - Business	-	-	-	-	-	120.00	-	-	-	-	-	120.00
5211	Mileage - Commuting	-	-	-	-	-	-	-	-	-	-	-	-
5213	Seminars and conferences	-	-	-	-	-	975.00	-	560.00	400.00	-	-	1,935.00
5212	Travel	-	-	-	-	-	462.81	-	308.46	-	-	-	771.27
	Total	\$ 200.00	\$ 100.00	\$ 300.00	\$ -	\$ 200.00	\$ 1,957.81	\$ 500.00	\$ 1,268.46	\$ 400.00	\$ -	\$ -	\$ 4,926.27
JOSE LOPEZ (DETAILED IN SECTION G):													
5214	Business meetings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5281	Director's fees	300.00	200.00	100.00	-	100.00	100.00	300.00	200.00	-	-	-	1,300.00
5211	Mileage - Business	-	-	-	-	-	-	-	-	-	-	-	-
5211	Mileage - Commuting	30.00	20.00	10.00	-	10.00	-	20.40	10.20	-	-	-	100.60
5213	Seminars and conferences	-	-	-	-	-	-	-	-	445.00	-	-	445.00
5212	Travel	-	-	-	-	-	-	-	-	-	-	-	-
	Total	\$ 330.00	\$ 220.00	\$ 110.00	\$ -	\$ 110.00	\$ 100.00	\$ 320.40	\$ 210.20	\$ 445.00	\$ -	\$ -	\$ 1,845.60
MARK ROBAK (DETAILED IN SECTION H):													
5214	Business meetings	\$ -	\$ 100.00	\$ 20.00	\$ 55.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175.00
5281	Director's fees	400.00	200.00	300.00	300.00	200.00	300.00	400.00	300.00	-	-	-	2,400.00
5211	Mileage - Business	30.50	9.00	21.00	9.00	11.00	16.50	16.83	16.32	-	-	-	130.15
5211	Mileage - Commuting	2.00	2.00	2.00	2.00	2.00	-	4.08	4.08	-	-	-	18.16
5213	Seminars and conferences	-	-	-	-	-	15.00	-	-	395.00	-	-	410.00
5212	Travel	-	-	-	-	-	-	-	-	-	-	-	-
	Total	\$ 432.50	\$ 311.00	\$ 343.00	\$ 366.00	\$ 213.00	\$ 331.50	\$ 420.91	\$ 320.40	\$ 395.00	\$ -	\$ -	\$ 3,133.31
TOTALS:													
5214	Business meetings	\$ -	\$ 100.00	\$ 20.00	\$ 55.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175.00
5281	Director's fees	900.00	700.00	1,100.00	900.00	800.00	1,100.00	1,600.00	1,600.00	400.00	-	-	9,100.00
5211	Mileage - Business	30.50	9.00	21.00	9.00	11.00	136.50	16.83	124.44	-	-	-	358.27
5211	Mileage - Commuting	32.00	22.00	12.00	2.00	12.00	-	24.48	14.28	-	-	-	118.76
5213	Seminars and conferences	-	-	-	-	-	990.00	-	1,245.00	1,240.00	-	-	3,475.00
5212	Travel	-	-	-	-	-	462.81	-	756.15	-	-	-	1,218.96
	Total	\$ 962.50	\$ 831.00	\$ 1,153.00	\$ 966.00	\$ 823.00	\$ 2,689.31	\$ 1,641.31	\$ 3,739.87	\$ 1,640.00	\$ -	\$ -	\$ 14,445.99

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2010 THROUGH MARCH 31, 2011**

DIRECTOR'S NAME: BONILLA, JAIME

ATTACHMENT D

Account Name	Date	Descriptions	SECTION D Amount
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**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2010 THROUGH MARCH 31, 2011**

DIRECTOR'S NAME: CROUCHER, GARY

ATTACHMENT E

Account Name	Date	Descriptions	SECTION E Amount
Mileage - Business	2/28/2011	MEETING - FEBRUARY 17 & 19, 2011	108.12
Travel	2/20/2011	ACCOMODATIONS - SPECIAL DISTRICT GOVERNANCE WORKSHOP & SEMINAR ANAHEIM, CA FEB. 16-20,2011	447.69
Director's Fee	8/4/2010	REGULAR BOARD OF DIRECTORS MEETING	100.00
	8/19/2010	ENGINEERING AND OPERATIONS COMMITTEE MEETING	100.00
	9/8/2010	WATER CONSERVATION GARDEN MONTHLY MEETING	100.00
	9/15/2010	SPECIAL BOARD OF DIRECTORS MEETING	100.00
	9/16/2010	ENGINEERING AND OPERATIONS COMMITTEE MEETING	100.00
	9/20/2010	MEETING WITH BOARD PRESIDENT BONILLA	100.00
	10/6/2010	REGULAR BOARD OF DIRECTORS MEETING	100.00
	10/7/2010	AD HOC COMMITTEE - POLICY 42	100.00
	10/13/2010	WATER CONSERVATION GARDEN MONTHLY MEETING	100.00
	10/14/2010	ENGINEERING AND OPERATIONS COMMITTEE MEETING	100.00
	10/15/2010	LAFCO SPECIAL DISTRICTS ADVISORY COMMITTEE	100.00
	10/18/2010	ENGINEERING AND OPERATIONS COMMITTEE MEETING	100.00
	11/3/2010	REGULAR BOARD OF DIRECTORS MEETING	100.00
	11/10/2010	WATER CONSERVATION GARDEN MONTHLY MEETING	100.00
	11/24/2010	LEGAL AD HOC COMMITTEE MEETING	100.00
	12/7/2010	ENGINEERING AND OPERATIONS COMMITTEE MEETING	100.00
	12/8/2010	LEGAL AD HOC COMMITTEE MEETING	100.00
	12/10/2010	LEGAL AD HOC COMMITTEE MEETING	100.00
	1/5/2011	REGULAR BOARD OF DIRECTORS MEETING	100.00

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2010 THROUGH MARCH 31, 2011**

DIRECTOR'S NAME: CROUCHER, GARY

ATTACHMENT E

Account Name	Date	Descriptions	SECTION E Amount
Director's Fee	1/6/2011	DESALINATION ISSUES	100.00
	1/11/2011	LEGAL AD HOC COMMITTEE MEETING	100.00
	1/18/2011	FINANCE COMMITTEE MEETING	100.00
	2/2/2011	REGULAR BOARD OF DIRECTORS MEETING	100.00
	2/15/2011	ENGINEERING AND OPERATIONS COMMITTEE MEETING	100.00
	2/16/2011	FINANCE AND ADMINISTRATIVE COMMITTEE MEETING	100.00
	2/17/2011	SPECIAL DISTRICT TRAINING SEMINAR	100.00
	2/18/2011	SPECIAL DISTRICT TRAINING SEMINAR	100.00
	2/19/2011	SPECIAL DISTRICT TRAINING SEMINAR	100.00
	2/28/2011	LEGAL AD HOC COMMITTEE MEETING	100.00
	3/2/2011	REGULAR BOARD OF DIRECTORS MEETING	100.00
	3/15/2011	REDISTRICTING - AD HOC COMMITTEE	100.00
	3/16/2011	FINANCE AND ADMINISTRATIVE COMMITTEE MEETING	100.00
	3/23/2011	ENGINEERING AND OPERATIONS COMMITTEE MEETING	100.00
Registration Fee	2/18/2011	REGISTRATION FEE SPECIAL DISTRICT AND LOCAL GOVERNMENT INSTITUTE - FEBRUARY 17, 2010	685.00
Grand Total			<u><u>\$ 4,540.81</u></u>

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2010 THROUGH MARCH 31, 2011**

DIRECTOR'S NAME: GONZALEZ, DAVID

ATTACHMENT F

Account Name	Date	Descriptions	SECTION F Amount
Mileage - Business	12/31/2010	MEETING - DECEMBER 1 & 3, 2010	\$ 120.00
Mileage - Business Total			<u>120.00</u>
Travel	12/3/2010	ACCOMODATIONS - ATTENDED ACWA CONFERENCE IN INDIAN WELL NOV. 30 - DEC 3, 2010	462.81
	2/20/2011	ACCOMODATIONS - SPECIAL DISTRICT GOVERNANCE WORKSHOP & SEMINAR ANAHEIM, CA FEB. 16-20,2011	308.46
Travel Total			<u>771.27</u>
Director's Fee	7/7/2010	REGULAR BOARD OF DIRECTORS MEETING	100.00
	7/28/2010	ENGINEERING AND OPERATIONS COMMITTEE MEETING	100.00
	8/4/2010	REGULAR BOARD OF DIRECTORS MEETING	100.00
	9/1/2010	REGULAR BOARD OF DIRECTORS MEETING	100.00
	9/15/2010	SPECIAL BOARD OF DIRECTORS MEETING	100.00
	9/16/2010	ENGINEERING AND OPERATIONS COMMITTEE MEETING	100.00
	11/3/2010	REGULAR BOARD OF DIRECTORS MEETING	100.00
	11/30/2010	ACWA FALL CONFERENCE - INDIAN WELLS	100.00
	12/1/2010	ACWA FALL CONFERENCE - INDIAN WELLS	100.00
	12/2/2010	ACWA FALL CONFERENCE - INDIAN WELLS	100.00
	12/3/2010	ACWA FALL CONFERENCE - INDIAN WELLS	100.00
	12/21/2010	AD HOC COMMITTEE - DESALINATION COMMITTEE	100.00
	1/5/2011	REGULAR BOARD OF DIRECTORS MEETING	100.00
	1/11/2011	SPECIAL BOARD OF DIRECTORS MEETING	100.00
	1/18/2011	FINANCE COMMITTEE MEETING	100.00
	1/22/2011	CWA & MWD COLORADO RIVER TOUR	100.00
	1/23/2011	CWA & MWD COLORADO RIVER TOUR	100.00
	2/2/2011	REGULAR BOARD OF DIRECTORS MEETING	100.00
	2/16/2011	FINANCE COMMITTEE MEETING	100.00
	2/17/2011	SPECIAL DISTRICT & LOCAL GOV. INSTITUTE CONFERENCE	100.00
	2/18/2011	SPECIAL DISTRICT & LOCAL GOV. INSTITUTE CONFERENCE	100.00
Director's Fee Total			<u>2,100.00</u>
Registration Fee	12/3/2010	REGISTRATION FEE ACWA'S 2010 FALL CONFERENCE - INDIAN WELLS	975.00
	2/28/2011	SPECIAL DISTRICT AND LOCAL GOVERNMENT INSTITUTE REGISTRATION - FEBRUARY 17-18, 2011	560.00
	3/22/2011	REGISTRATION FEE 2011 WATERUSE CA ANNUAL CONFERENCE DANA POINT, CA MARCH 20-22, 2011	400.00
Registration Fee Total			<u>1,935.00</u>
Grand Total			<u><u>\$ 4,926.27</u></u>

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2010 THROUGH MARCH 31, 2011**

DIRECTOR'S NAME: LOPEZ, JOSE

ATTACHMENT G

Account Name	Date	Descriptions	SECTION G Amount
Mileage - Commuting	7/31/2010	MEETING - JULY 6, 7 & 28, 2010	\$ 30.00
	8/30/2010	MEETING - AUGUST 4 & 19, 2010	20.00
	9/7/2010	MEETING - SEPTEMBER 7, 2010	10.00
	11/3/2010	MEETING - NOVEMBER 3, 2010	10.00
	1/31/2011	MEETING - JANUARY 5 & 11, 2011	20.40
	2/28/2011	MEETING - FEBRUARY 2 & 15, 2011	10.20
Mileage - Commuting Total			<u>100.60</u>
Director's Fee	7/6/2010	INTERVIEWS CANDIDATE TO OTAY BOARD OF DIRECTORS	100.00
	7/7/2010	REGULAR BOARD OF DIRECTORS MEETING	100.00
	7/28/2010	ENGINEERING AND OPERATIONS COMMITTEE MEETING	100.00
	8/4/2010	REGULAR BOARD OF DIRECTORS MEETING	100.00
	8/19/2010	ENGINEERING AND OPERATIONS COMMITTEE MEETING	100.00
	9/7/2010	REGULAR BOARD OF DIRECTORS MEETING	100.00
	11/3/2010	REGULAR BOARD OF DIRECTORS MEETING	100.00
	12/7/2010	ENGINEERING AND OPERATIONS COMMITTEE MEETING	100.00
	1/5/2011	REGULAR BOARD OF DIRECTORS MEETING	100.00
	1/11/2011	SPECIAL BOARD OF DIRECTORS MEETING	100.00
	1/18/2011	ENGINEERING AND OPERATIONS COMMITTEE MEETING	100.00
	2/2/2011	REGULAR BOARD OF DIRECTORS MEETING	100.00
	2/15/2011	ENGINEERING AND OPERATIONS COMMITTEE MEETING	100.00
Director's Fee Total			<u>1,300.00</u>
Registration Fee	3/22/2011	REGISTRATION FEE 2011 WATEREUSE CA ANNUAL CONFERENCE DANA POINT, CA MARCH 20-22, 2011	445.00
Grand Total			<u><u>\$ 1,845.60</u></u>

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2010 THROUGH MARCH 31, 2011**

DIRECTOR'S NAME: ROBAK, MARK

ATTACHMENT H

Account Name	Date	Descriptions	SECTION H Amount
Business meetings	8/10/2010	2ND ANNUAL POLITICS IN PARADISE LEGISLATIVE FORUM	\$ 50.00
	8/20/2010	THE SAN DIEGO EAST COUNTY CHAMBER OF COMMERCE - 2ND ANNUAL POLITICS IN PARADISE LEGISLATIVE FORUM	50.00
	9/10/2010	SD EAST COUNTY CHAMBER OF COMMERCE MONTHLY MEETING	20.00
	10/1/2010	SD EAST COUNTY CHAMBER OF COMMERCE MONTHLY MEETING	20.00
	10/21/2010	CA/NVAWWA-WATER FOR PEOPLE	35.00
Business meetings Total			<u>175.00</u>
Mileage - Business	7/31/2010	MEETING - JULY 1, 7, 8, 14 & 22, 2010	30.50
	8/30/2010	MEETING - AUGUST 4 & 23, 2010	9.00
	9/30/2010	MEETING - SEPTEMBER 1, 15 & 16, 2010	21.00
	10/31/2010	MEETING - OCTOBER 6 & 19, 2010	9.00
	11/30/2010	MEETING - NOVEMBER 23, 2010	11.00
	12/31/2010	MEETING - DECEMBER 6, 8 & 21, 2010	16.50
	1/31/2011	MEETING - JANUARY 5, 11 & 28, 2011	16.83
	2/28/2011	MEETING - FEBRUARY 2, 11 & 15, 2011	16.32
Mileage - Business Total			<u>130.15</u>
Mileage - Commuting	7/31/2010	MEETING - JULY 7, 2010	2.00
	8/4/2010	MEETING -AUGUST 4, 2010	2.00
	9/1/2010	MEETING - SEPTEMBER 1, 2010	2.00
	10/31/2010	MEETING - OCTOBER 6, 2010	2.00
	11/30/2010	MEETING - NOVEMBER 3, 2010	2.00
	1/31/2011	MEETING - JANUARY 5, 10 & 11, 2011	4.08
	2/28/2011	MEETING - FEBRUARY 2 & 15, 2011	4.08
Mileage - Commuting Total			<u>18.16</u>
Director's Fee	7/1/2010	GENERAL MANAGER AD HOC COMMITTEE MEETING	100.00
	7/7/2010	REGULAR BOARD OF DIRECTORS MEETING	100.00
	7/8/2010	METRO JPA REVIEW	100.00
	7/14/2010	WATER CONSERVATION GARDEN MONTHLY MEETING	100.00
	8/4/2010	REGULAR BOARD OF DIRECTORS MEETING	100.00
	8/23/2010	FINANCE COMMITTEE MEETING TO DISCUSS AUDIT AND DISTRICT FINANCIAL MATTERS	100.00
	9/1/2010	REGULAR BOARD OF DIRECTORS MEETING	100.00
	9/15/2010	DISTRICT ANNUAL BOARD WORKSHOP	100.00
	9/16/2010	FINANCE COMMITTEE MEETING TO DISCUSS AUDIT AND DISTRICT FINANCIAL MATTERS	100.00

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2010 THROUGH MARCH 31, 2011**

DIRECTOR'S NAME: ROBAK, MARK

ATTACHMENT H

Account Name	Date	Descriptions	SECTION H Amount
Director's Fee	10/6/2010	REGULAR BOARD OF DIRECTORS MEETING	100.00
	10/13/2010	WATEREUSE MEETING	100.00
	10/19/2010	FINANCE COMMITTEE MEETING	100.00
	11/3/2010	REGULAR BOARD OF DIRECTORS MEETING	100.00
	11/23/2010	DISCUSS LEGAL COUNSEL RESIGNATION	100.00
	12/6/2010	FINANCE COMMITTEE MEETING TO DISCUSS AUDIT AND DISTRICT FINANCIAL MATTERS	100.00
	12/8/2010	WATER CONSERVATION GARDEN MONTHLY MEETING	100.00
	12/21/2010	AD HOC COMMITTEE - DESALINATION COMMITTEE	100.00
	1/5/2011	REGULAR BOARD OF DIRECTORS MEETING	100.00
	1/10/2011	MEETING WITH BOARD PRESIDENT BONILLA	100.00
	1/11/2011	SPECIAL BOARD OF DIRECTORS MEETING	100.00
	1/28/2011	SYMPOSIUM ON DESALINATION TECHNOLOGIES AT NATIONAL UNIVERSITY	100.00
	2/2/2011	REGULAR BOARD OF DIRECTORS MEETING	100.00
	2/11/2011	SDCWA-SANDAG REGIONAL PLANNING MEETING	100.00
	2/15/2011	ENGINEERING AND OPERATIONS COMMITTEE MEETING	100.00
Director's Fee Total			2,400.00

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2010 THROUGH MARCH 31, 2011**

DIRECTOR'S NAME: ROBAK, MARK

ATTACHMENT H

Account Name	Date	Descriptions	SECTION H Amount
Registration Fee	12/10/2010	REGISTRATION FEE RANCHO SAN DIEGO-JAMUL CHAMBER OF COMMERCE	15.00
	3/22/2011	REGISTRATION FEE 2011 WATEREUSE CA ANNUAL CONFERENCE DANA POINT, CA MARCH 20-22, 2011	395.00
Registration Fee Total			410.00
Grand Total			<u><u>\$3,133.31</u></u>

AB000-1B3000-2101-528101 400.00

EXHIBIT B

**OTAY WATER DISTRICT
BOARD OF DIRECTORS
PER-DIEM AND MILEAGE CLAIM FORM**

Pay To: GARY CROCHALE

Period Covered:

Employee Number: 7011

From: 1-1-11 To: 1-31-11

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
✓ 1	1/5	Reguan	Board Meeting		
✓ 2	1/6	DESAL	DESAL ISSUES		
✓ 3	1/11	Legal Ad Hoc Comm.	Appointment		
-	1/11	Board	SPECIAL BOARD		
✓ 4	1/18	COMMITTEE	FINANCE & ADMIN		
-	1/18	COMMITTEE	EMERGENCY & OPS		

Per Diem

0.00
0.00
0.00
0.00
0.00

Total Meeting Per Diem: \$ 400
(\$100 per meeting)

Total Mileage Claimed: _____ miles

6/4

[Signature]

(Director's Signature)

receipt
GM Approval: *[Signature]*

Date: 2/7/2011

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: \$ _____

13 FEB 8 AM 2011

INSTRUCTIONS ON REVERSE





AB000-131000-2101-528101 500.00

OTAY WATER DISTRICT
BOARD OF DIRECTORS
PER-DIEM AND MILEAGE CLAIM FORM

Pay To: David Gonzalez

Period Covered: JANUARY

Employee Number: 1796

From: JAN 1/11 To: JAN 31/11

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
✓ 1.	1/5		MONTHLY BOARD MEETING		
✓ 2.	1/11		SPECIAL BOARD MEETING		
✓ 3.	1/18		FA&C COMMITTEE		
✓ 4.	1/22		CWA / MWD COLORADO RIVER TOUR		
✓ 5.	1/23		CWA / MWD COLORADO RIVER TOUR		
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					

per diem

Total Meeting Per Diem: \$500 *5/6*
(\$100 per meeting)

Total Mileage Claimed: ~~0~~ miles

(Director's Signature)

GM Receipt:

Date: 3/15/2011

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: \$ _____

3-25-11



AB 000 - 1B1000.2101.528101 400.00

OTAY WATER DISTRICT
BOARD OF DIRECTORS
PER-DIEM AND MILEAGE CLAIM FORM

Pay To: David Gonzalez

Period Covered:

Employee Number: 1796

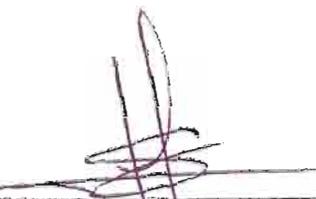
From: 2/11/11 To: 2/28/11

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to DWD DWD to HOME	MILEAGE OTHER LOCATIONS
✓ 1.	2/2	BOARD	BOARD MEETING		
✓ 2.	2/16	FINANCE	FINANCE MEETING		
✓ 3.	2/17	Conference	SPECIAL DISTRICT & LOCAL GOV. Institute Confr.		
✓ 4.	2/18	Conference	SPECIAL DISTRICT & LOCAL GOV. Institute Confr.		
5.					
6.					
7.					
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11.					
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14.					
15.					
16.					
17.					
18.					

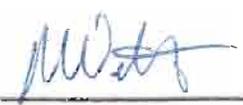
Per diem

Total Meeting Per Diem: \$ 400
(\$100 per meeting)

Total Mileage Claimed: _____ miles


(Director's Signature)

Date: 4/13/2011



GM Receipt:

11 APR 18 AM 8:23

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: \$ _____



AB000-1B4000-2101-528101 300.00
 AB000-1B4000-2101-521102 20.40

EXHIBIT B

**OTAY WATER DISTRICT
 BOARD OF DIRECTORS
 PER-DIEM AND MILEAGE CLAIM FORM**

Pay To: Jose Lopez

Period Covered:

Employee Number: 7010

From: 01/01/11 To: 01/31/11

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
✓ 1.	1/5	OWD	Regular Board Mtg	20	
✓ 2.	1/18	OWD	Eng + Ops Committee	20	
✓ 3.	1/11	OWD	Special Board Mtg	20	
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					

Per diem

Mileage

Total Meeting Per Diem: \$ 300.00
 (\$100 per meeting)

Total Mileage Claimed: 40 miles

Jose Lopez
 (Director's Signature)

GM Receipt: *[Signature]*

Date: 3/16/2011

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: \$ _____

AD 3-25-11

MAR 17 PM 4:03



AB000 · 1B4000 · 2101 · 528101 200.00
 AB000 · 1B4000 · 2101 · 521102 10.20

EXHIBIT B

OTAY WATER DISTRICT
 BOARD OF DIRECTORS
 PER-DIEM AND MILEAGE CLAIM FORM

Pay To: Jose Lopez

Period Covered:

Employee Number: 7010

From: 02/02/11 To: 02/28/11

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
✓ 1.	02/02	OWD	Regular Board Mtg	20	
✓ 2.	02/15	OWD	Eng + Ops Committee	0	
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					

*Per items
 Mileage*

Total Meeting Per Diem: \$ 200.00 ^{2/2}
 (\$100 per meeting)

Total Mileage Claimed: 20 miles

(Director's Signature)

GM Receipt:

Date: 3/16/2011

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: \$ _____

*W/D
 3-16-11*



AB000. 1B5000. 2101. 528101
AB000. 1B5000. 2101. 521102

400.00
4.08

OTAY WATER DISTRICT
BOARD OF DIRECTORS
PER-DIEM AND MILEAGE CLAIM FORM

Pay To: Mark Robak

Period Covered:

Employee Number: 70140111

From: 1-1-11 To: 1-31-11

3217 Fair Oaks Lane, Spring Valley, CA 91978

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
✓ 1	1-5	Monthly Otay Board Meeting	General District Business	4	6
2	1-7	East County Chamber Breakfast Meeting	Monthly First Friday Breakfast Meeting - No Charge	0	0
✓ 3	1-10	Meeting with Board President, Jaime Bonilla	Discuss General District Business	0	0
✓ 4	1-11	Special Otay Board Meeting	Discuss appointment of new General Counsel	4	6
5	1-26	Otay Employee Recognition Luncheon at Steele Canyon CC	Annual meeting to recognize employees - No Charge	0	0
6	1-28	Symposium on Desalination Technologies at National University	Desalination: Technologies and Market Opportunities - See Exhibit "A."	0	21
Total Meeting Per Diem: \$400 (\$100 per meeting)				8	33

as per Mrs. Bonilla

Per diem

Mileage

Total Meeting Per Diem: \$400
(S100 per meeting)

Total Mileage Claimed: 41

Receipt
GM Approval: [Signature]

Mark Robak
(Director's Signature)

Date: 3/16/2011

11 MAR 17 2011 FOR OFFICE USE: TOTAL MILE

*41
3-25-11*



AB 000 - 135000.2101.521102

4.08

OTAY WATER DISTRICT
BOARD OF DIRECTORS
PER-DIEM AND MILEAGE CLAIM FORM

Pay To: Mark Robak

Period Covered:

Employee Number: 70140211

From: 2-1-11 To: 2-28-11

3217 Fair Oaks Lane, Spring Valley, CA 91978

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
1	2-2	Monthly Otay Board Meeting	General District Business	4	6
2	2-11	SDCWA-SANDAG Regional Planning Meeting	Meeting of Committees of both agencies to discuss water issues for region - See Exhibit A	0	20
3	2-14	East County Chamber of Commerce	El Cajon Citizen of the Year Awards Presentation - No Charge	0	0
4	2-15	Otay Engineering & Operations Committee	Listen to presentation and discussion of Construction Management	4	6
Total Meeting Per Diem: \$300 (\$100 per meeting)				8	32

2 per
not counted

10 per
not counted

Per diem

Mileage

Total Meeting Per Diem: \$300 (\$100 per meeting)

Total Mileage Claimed: 40

Receipt
GM Approval: [Signature]

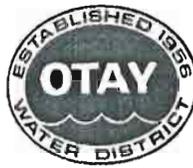
Mark Robak
(Director's Signature)

e: 3/16/2011

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: \$ _____

11 MAR 17 4:08

u/10/3-25-11



AGENDA ITEM 4

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	June 1, 2011
SUBMITTED BY:	William Granger Water Conservation Manager <i>WG</i>	W.O./G.F. NO:	DIV. NO. All
APPROVED BY: (Chief):	Rom Sarno <i>[Signature]</i> Chief, Administrative Services		
APPROVED BY: (Asst. GM):	German Alvarez <i>[Signature]</i> Assistant General Manager, Finance and Administration		
SUBJECT:	APPROVE RESOLUTION NO. 4176, DECLARING AN END TO WATER SHORTAGE RESPONSE PLAN LEVEL 1		

GENERAL MANAGER'S RECOMMENDATION:

The General Manager recommends that the Board approve Resolution No. 4176, declaring an end to the District's Water Shortage Response Plan Level 1.

COMMITTEE ACTION: _____

Please see "Attachment A".

PURPOSE:

To present for the Board's consideration approval of Resolution No. 4176, declaring an end to the District's Water Shortage Level 1.

ANALYSIS:

The District has been in a voluntary Level 1 water shortage since June 12, 2008. The Governor declared an end of the statewide drought on March 30, 2011. The Metropolitan Water District and the San Diego County Water Authority also declared an end of the water shortage. Although the District is no longer asking for a targeted reduction, the District will continue to encourage its customers to use water wisely at all times.

The District's potable water purchases declined by 19% as compared to fiscal year 2008. This year, through the first week of May, the District is on target to use 25% less than its now deactivated Water Authority allocation.

On April 12, 2011, the Metropolitan Water District declared an end to their supply allocations. Then, on April 29, 2011, the Water Authority ended shortage allocations for their twenty-four member agencies. The District and the other member agencies of the Water Authority had been given an 8% reduction of its allocation.

District staff communicated with its fellow member agencies to discuss what they planned related to their own water shortage declarations. Nearly all plan to deactivate their water shortage declarations, if they have not done so already.

Currently, the state's reservoir levels are near capacity and the Department of Water Resources estimated that it will be able to supply 80% of the requested State Water Project Water this year, up from 50% last year, 40% in 2009 and 35% in 2008. The Metropolitan Water District is expected to be able to store up to 800,000 acre feet this year, enough to completely fill its largest reservoir in Diamond Valley. In the Colorado River system, snowpack levels are above normal and the system continues to recover from an 11th year of water shortages.

While the pumping restrictions on the Bay Delta remain in effect and uncertainty remains regarding the Colorado River system's reservoir levels, staff felt that the available water supply would give the District's customers at least two years of secure supply.

FISCAL IMPACT:



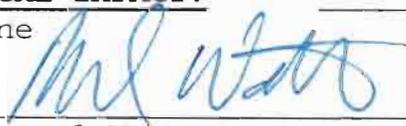
None.

STRATEGIC GOAL:

n/a

LEGAL IMPACT:

none



General Manager

Attachments:

- A) Committee Action Report
- B) Resolution No. 4176

ATTACHMENT A

SUBJECT/PROJECT:	APPROVE RESOLUTION NO. 4176, DECLARING AN END TO WATER SHORTAGE RESPONSE PLAN LEVEL 1
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COMMITTEE ACTION:

The Finance, Administration and Communications Committee met on May 18, 2011 to review this item. The Committee supports presentation to the full Board for their consideration.

NOTE:

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

RESOLUTION NO. 4176

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE OTAY WATER DISTRICT
DECLARING AN END TO THE DISTRICT'S
WATER SHORTAGE RESPONSE LEVEL I

WHEREAS, the Otay Water District had declared a Water Shortage Response Level I on June 12, 2008 in response to water shortages throughout the State; and

WHEREAS, California State Governor Jerry Brown officially declared an end to the State's Drought on March 30, 2011 due to the abundant rain and snow throughout the State this winter; and

WHEREAS, the Metropolitan Water District Board voted on April 12, 2011 to lift water allocation restrictions and restore full imported water deliveries to the District's 26 member public agencies, effective April 13, 2011; and

WHEREAS, the San Diego County Water Authority Board also voted on April 28, 2011 to restore full urban and agricultural water deliveries to its 24 member agencies effective April 29, 2011, and

WHEREAS, Section 39.09 of the District's Code of Ordinances, Procedures for Determination and Notification of Water Shortage Response Level, states that the District's Board may declare an end to a Water Shortage Response Level by the adoption of a resolution at any regular or special meeting;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Otay Water District that the Water Shortage Response Level I be

declared ended effective immediately upon adoption of this resolution.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Otay Water District at a regular meeting held this 1st day of June, 2011.

Ayes:
Noes:
Abstain:
Absent:

President

ATTEST:

Secretary



AGENDA ITEM 5

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	June 1, 2011
SUBMITTED BY:	Stephen Dobra <i>[Signature]</i> Purchasing and Facilities Manager	W.O./G.F. NO:	DIV. NO. All
APPROVED BY: (Chief):	Rom Sarno <i>[Signature]</i> Chief, Administrative Services		
APPROVED BY: (Asst. GM):	German Alvarez <i>[Signature]</i> Assistant General Manager, Finance and Administration		
SUBJECT:	AUTHORIZE THE GENERAL MANAGER TO NEGOTIATE AND EXECUTE AGREEMENTS WITH GREENRIDGE LANDSCAPE, INC., FOR LANDSCAPE MAINTENANCE SERVICES, AND PRIORITY BUILDING SERVICES, LLC, FOR JANITORIAL SERVICES		

GENERAL MANAGER'S RECOMMENDATION:

That the Board authorize the General Manager to finalize negotiations and execute 2-year agreements with 3 1-year option renewals with:

1. Greenridge Landscape, Inc. of El Cajon, for landscape maintenance services of 61 District facilities in the following not-to-exceed yearly amounts:

Year 1	\$8,650.00/month
Year 2	\$8,650.00/month
Option Year 1	Year 2 Price plus increase limited to Year 2 Consumer Price Index
Option Year 2	Option Year 1 Price plus increase limited to Option Year 1 Consumer Price Index
Option Year 3	Option Year 2 Price plus increase limited to Option Year 2 Consumer Price Index

2. Priority Building Services, LLC of San Diego, for janitorial maintenance services for the District's Administration, Operations, and Warehouse facilities located at 2554 and 2553 Sweetwater Springs Blvd, Spring Valley, CA, in the following not-to-exceed yearly amounts:

Year 1	\$3,504.00/month
Year 2	\$3,504.00/month
Option Year 1	\$3,504.00/month
Option Year 2	\$3,504.00/month
Option Year 3	\$3,504.00/month

COMMITTEE ACTION:

Please see "Attachment A".

PURPOSE:

To obtain authorization for the General Manager to finalize negotiations and enter into 2-year agreements with 3 1-year option renewals with Greenridge Landscape, Inc. of El Cajon, for landscape maintenance services, and Priority Building Services, LLC of San Diego, for janitorial maintenance services.

ANALYSIS:

Landscape Services:

The District contracts for landscape maintenance services, maintaining 61 sites through a multi-year agreement. The current agreement will expire on June 30th of this year.

In accordance with established purchasing procedures, the District issued a Request for Proposals (RFP) for the work. A mandatory pre-proposal meeting was held at 9:00 am on April 19, 2011, with five (5) firms attending.

The District received five (5) proposals that were evaluated by a panel consisting of representatives from Purchasing and Facilities Maintenance and Operations. Based on the review, it was determined that the proposal from Greenridge Landscape, Inc. best meets the District's needs, and it is recommended that the General Manager be authorized to finalize negotiations and enter into a 2-year agreement with 3 1-year option renewals with Greenridge Landscape, Inc. in the following not-to-exceed yearly amounts:

Year 1	\$8,650.00/month
Year 2	\$8,650.00/month
Option Year 1	Year 2 Price plus increase limited to Year 2 Consumer Price Index
Option Year 2	Option Year 1 Price plus increase limited to Option Year 1 Consumer Price Index
Option Year 3	Option Year 2 Price plus increase limited to Option Year 2 Consumer Price Index

The District has reviewed and checked references for Greenridge Landscape, Inc. including S.C. Wright Construction, Inc.; Lienan Family Trust, LLC; Canyon Pottery Inc.; and High Country West HOA. Responses received were favorable and the District is confident that they can successfully perform the work identified within the RFP.

Additionally, as is consistent with the District's multi-year agreements, should Greenridge Landscape, Inc. fail to perform as required, the District will have the ability to terminate the agreement at any time for cause and without penalty.

Janitorial Services:

The District contracts for janitorial maintenance services for its Administration, Operations, and Warehouse facilities through a multi-year agreement. The current multi-year agreement with Professional Maintenance System of San Diego was terminated effective March 18, 2011, based on a mutual decision by the service provider and the District. Subsequently, the District has been on a month-to-month service agreement with Jani-King of San Diego, pending the solicitation of proposals and award of a new agreement.

In accordance with established purchasing procedures, the District issued a Request for Proposals (RFP) for the work. A mandatory pre-proposal meeting was held at 2:00 pm on April 19, 2011 with five (5) firms attending.

The District received four (4) proposals that were evaluated by a panel consisting of representatives from Purchasing and Facilities Maintenance and Customer Service. Based on the review, it was determined that the proposal from Priority Building Services, LLC best meets the District's needs, and it is recommended that the General Manager be authorized to finalize negotiations and enter into a 2-year agreement with 3 1-year option renewals with Priority Building Services, LLC in the following not-to-exceed yearly amounts:

Year 1	\$3,504.00/month
Year 2	\$3,504.00/month
Option Year 1	\$3,504.00/month
Option Year 2	\$3,504.00/month
Option Year 3	\$3,504.00/month

The District has reviewed and checked references for Priority Building Services, LLC including the City of Brea, City of Fullerton, and Teledyne RD Instruments. Responses received were favorable and the District is confident that Priority Building Services, LLC can successfully perform the work identified within the RFP.

Additionally, as is consistent with the District's multi-year agreements, should Priority Building Services, LLC fail to perform as required, the District will have the ability to terminate the agreement at any time for cause and without penalty.

FISCAL IMPACT: 

The proposed FY12 landscape maintenance operating budget is \$120,000.00. Of this amount, \$103,800.00 will be utilized for the proposed agreement. This 2012 budget request is sufficient to cover the \$103,800.00 cost for Year 1 of the proposed landscape maintenance agreement. The remaining balance of \$16,200.00 will be utilized for other required ancillary landscaping services.

The proposed FY12 janitorial maintenance operating budget is \$60,000.00. Of this amount, \$42,048.00 will be utilized for the proposed agreement. This 2012 budget request is sufficient to cover the \$42,048.00 cost for Year 1 of the proposed janitorial maintenance agreement. The remaining balance of \$17,952.00 will be utilized for other required ancillary janitorial services.

STRATEGIC GOAL:

The proposed contract supports the District's strategy of:

- Reduce costs and improve efficiencies

LEGAL IMPACT: _____

None.



Mark Watton
General Manager

Attachments:

- A) Committee Action Report
- B) Landscape Maintenance Proposal
- C) Janitorial Maintenance Proposal

ATTACHMENT A

SUBJECT/PROJECT:	AUTHORIZE THE GENERAL MANAGER TO NEGOTIATE AND EXECUTE AGREEMENTS WITH GREENRIDGE LANDSCAPE, INC., FOR LANDSCAPE MAINTENANCE SERVICES, AND PRIORITY BUILDING SERVICES, LLC FOR JANITORIAL SERVICES
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COMMITTEE ACTION:

The Finance, Administration and Communications Committee met on May 18, 2011 to review the proposed agreements with Greenridge Landscape and Priority Building Services. The Committee supports presentation to the full Board for their consideration.

NOTE:

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

**LANDSCAPE MAINTENANCE PROPOSAL
Evaluation Summary Form May 10, 2011**

		Qualifications, Experience of Landscape Firm	Qualifications, Experience of Firm's Assigned Personnel	Completeness, Addressed Requested Information	Proposed Method to Accomplish Work	Hours Proposed	Proposed Monthly Fee	Total Score	Monthly Fee/ Hours		
SCORE		15	10	10	15	20	20	100			
Greenscape	Stephen Dobrawa	10	6	8	11	18	18	71	\$8,140/mo		
	Gary Stalker	10	6	7	8	16	16	63	384 hrs/mo		
	Francisco Pedrin	10	10	10	12	17	18	77			
	Darryl Hackett	5	5	5	10	15	18	58			
	Greg Ponce	8	5	10	5	15	15	58			
										Total Score	Average Score
										327	65.4
GreenRidge	Stephen Dobrawa	10	7	8	12	15	18	70	\$8,650/mo		
	Gary Stalker	12	7	8	11	14	12	64	240 hrs/mo		
	Francisco Pedrin	15	5	10	13	12	16	71			
	Darryl Hackett	6	5	5	10	14	15	55			
	Greg Ponce	10	8	10	10	15	18	71			
										Total Score	Average Score
										331	66.2
Pacific Green	Stephen Dobrawa	12	9	5	10	5	18	59	\$8,950/mo		
	Gary Stalker	10	5	5	7	8	13	48	No Hrs Provided		
	Francisco Pedrin	15	5	5	5	10	15	55			
	Darryl Hackett	10	4	5	10	6	16	51			
	Greg Ponce	10	10	10	10	10	15	65			
										Total Score	Average Score
										278	55.6
Dave Suda	Stephen Dobrawa	10	7	8	14	17	15	71	\$13,950/mo		
	Gary Stalker	12	7	7	7	12	13	58	480 hrs/mo		
	Francisco Pedrin	10	10	10	8	12	14	64			
	Darryl Hackett	10	8	5	11	14	15	63			
	Greg Ponce	10	8	10	15	15	15	73			
										Total Score	Average Score
										329	65.8
Lucena	Stephen Dobrawa	10	7	5	5	19	5	51	\$31,599/mo		
	Gary Stalker	8	5	5	6	12	6	42	500 hrs/mo		
	Francisco Pedrin	10	10	10	5	10	10	55			
	Darryl Hackett	9	6	5	8	14	14	56			
	Greg Ponce	10	10	10	10	15	5	60			
										Total Score	Average Score
										264	52.8

**JANITORIAL MAINTENANCE PROPOSAL
Evaluation Summary Form May 10, 2011**

		Qualifications, Experience of Janitorial Firm	Qualifications, Experience of Firm's Assigned Personnel	Completeness, Addressed Requested Information	Proposed Method to Accomplish Work	Hours Proposed	Proposed Monthly Fee	Total Score	Monthly Fee/ Hours		
SCORE		15	10	10	15	20	20	100			
Priority	Stephen Dobrawa	12	8	7	11	15	18	71	\$3,504/mo		
	Alicia Mendez-Schomer	8	8	8	8	18	18	68	240 hrs/mo		
	Francisco Pedrin	10	7	9	13	20	19	78			
	Greg Ponce	10	7	8	10	10	15	60			
										Total Score	Average Score
									277	69.25	
T&T Janitorial	Stephen Dobrawa	12	8	7	12	15	15	69	\$2905/mo		
	Alicia Mendez-Schomer	10	10	7	7	18	19	71	240 hrs/mo		
	Francisco Pedrin	8	8	9	12	20	19	76			
	Greg Ponce	10	8	8	10	15	16	59			
										Total Score	Average Score
									275	68.75	
Pegasus	Stephen Dobrawa	12	9	7	10	10	14	62	\$2,959/mo		
	Alicia Mendez-Schomer	10	10	10	12	15	18	75	180 hrs/mo		
	Francisco Pedrin	10	8	9	12	18	18	75			
	Greg Ponce	10	9	8	10	10	15	62			
										Total Score	Average Score
									274	68.5	
Jani-King	Stephen Dobrawa	14	8	7	11	15	13	68	\$4,1666/mo		
	Alicia Mendez-Schomer	9	9	6	6	18	10	58	240 hrs/mo		
	Francisco Pedrin	13	8	7	12	20	17	77			
	Greg Ponce	12	10	8	12	15	12	69			
										Total Score	Average Score
									272	68	

AGENDA ITEM 6



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	June 1, 2011
SUBMITTED BY:	David Charles <i>[Signature]</i> Public Services Manager	PROJECT/	AS001- DIV. NO. 5
		SUBPROJECT:	CS0005
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:	Request to Approve Agreement with New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, for the Installation of a Communications Facility at the 1296-1, 2 & 3 Reservoirs Site		

GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board of Directors (Board) authorizes the General Manager to execute an agreement with New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company (New Cingular) for the installation of a communications facility at the 1296-1, 2 & 3 Reservoirs 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 B) with New Cingular that allows the installation of a communications facility at the 1296-1, 2 & 3 Reservoirs Site. The agreement will grant New Cingular the right to use approximately 270 square feet of leased area.

ANALYSIS:

New Cingular will be the third cellular provider locating its facilities on the 1296-1, 2 & 3 Reservoirs Site. Currently, T-Mobile and Sprint PCS are the other cellular providers at this location. New Cingular is proposing to construct, operate, and maintain an unmanned wireless communications facility consisting of twelve (12) panel antennas façade mounted to the side of two (2) existing 33-foot high water tank. Four (4) ground-mounted BTS radio equipment cabinets shall be enclosed in a 24-foot-10.5-inches(L) x 6-foot-2.5-inches(W) x 8-foot(H) dark-tan concrete block enclosure to screen the equipment. The overall lease area shall be comprised of approximately 270 square feet. The facility shall have its own SDG&E electrical service/meter and connection to landline telephone service.

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 four 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 four percent or the preceding five year average of the San Diego Metropolitan CPI, whichever is higher.

An initial \$2,500 payment toward the District's non-refundable administrative fee of \$6,500 was 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 \$4,000 will be due and payable upon execution of this agreement by both parties to reimburse the District for administrative expenses and costs related to District's supervision and assistance with construction phases of the project.

LEGAL IMPACT:

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

STRATEGIC GOAL:

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

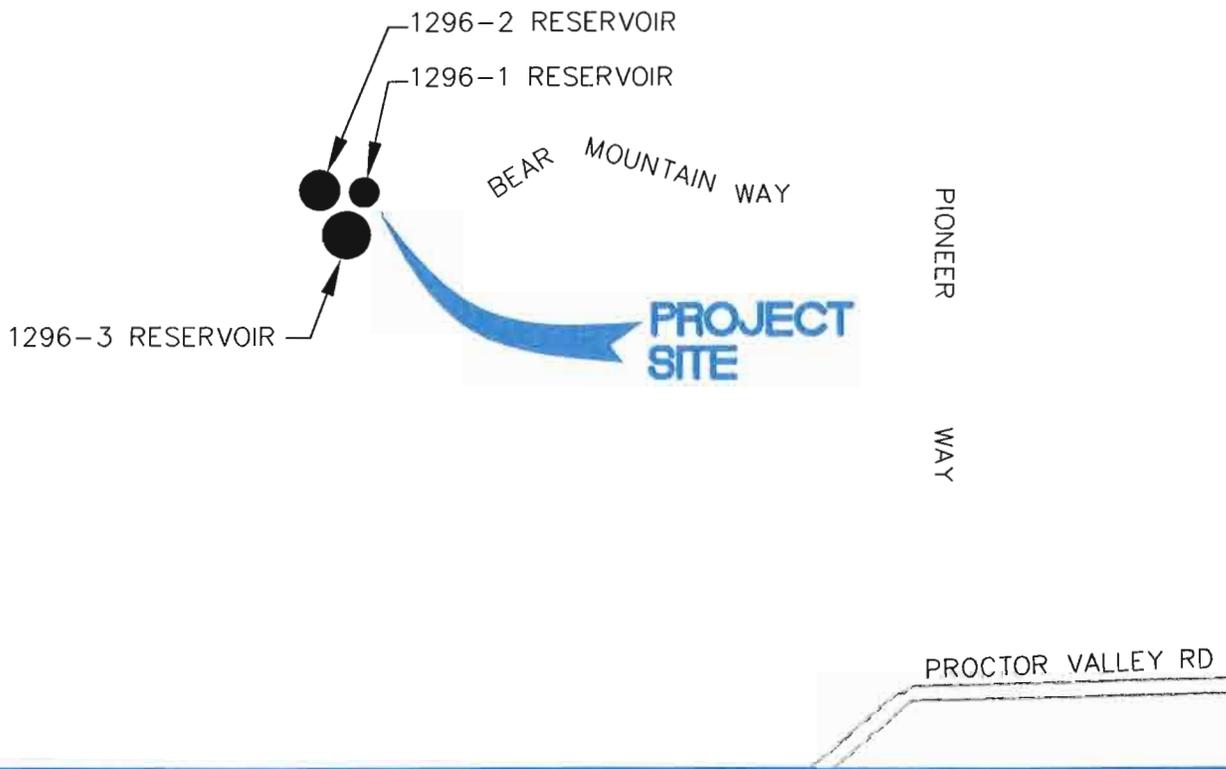
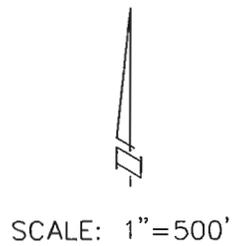
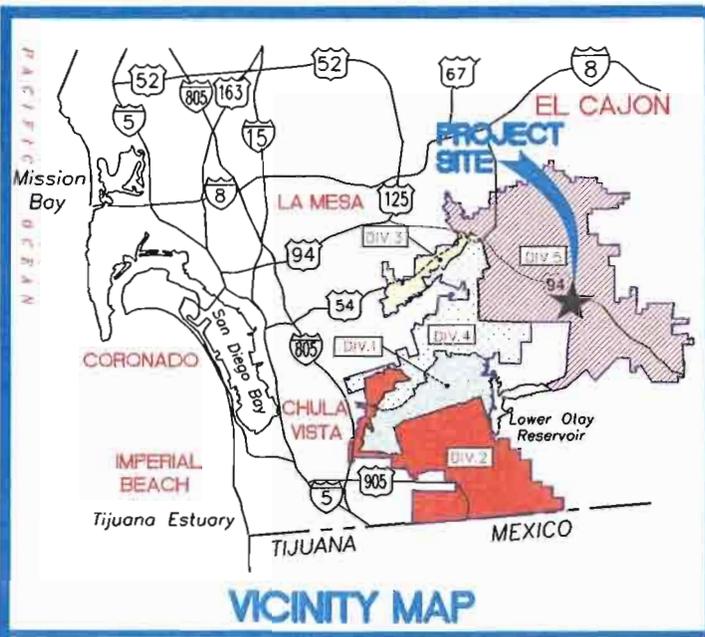


General Manager

P:\WORKING\CELLULAR LEASE FILE\AT&T (CINGULAR)\1296-1&2\Staff Report\BD 06-01-11, New Cingular @ 1296-1,2 &3

DTC/RP:jf

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



P:\WORKING\CELLULAR LEASE FILE\AT&T (CINGULAR)\1296-1&2\stc\report\EXHIBIT A.dwg 9/9/2010 8:09:59 AM PST



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

LOCATION MAP

EXHIBIT A



ATTACHMENT A

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

The Finance, Administration, and Communications Committee reviewed this item at a meeting held on May 18, 2011. The Committee supported Staff's recommendation.

NOTE:

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



ATTACHMENT B

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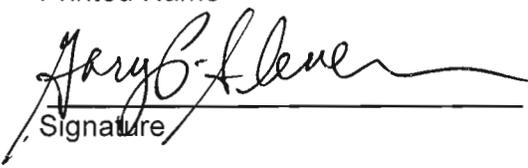
See attached lease agreement.

Quality Assurance Approval Sheet

Subject: Request to Approve Agreement with New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, for the Installation of a Communications Facility at the 1296-1, 2 & 3 Reservoirs Site

Project No.: AS001-CS005

Document Description: Staff Report for June 1, 2011 Board Meeting

Author:	 Signature	<u>5/9/11</u> Date
	<u>David Charles</u> Printed Name	
QA Reviewer:	 Signature	<u>5/10/11</u> Date
	<u>Gary Silverman</u> Printed Name	
Manager:	 Signature	<u>5/10/11</u> Date
	<u>Rod Posada</u> Printed Name	

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

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

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

R E C I T A L S

A. Otay owns a site on which it has constructed water facilities known as the "1296 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 pursuant to the terms and conditions set forth herein.

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

A G R E E M E N T

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

1. Premises. Otay owns the real property described in Attachment B to Exhibit B (the "Property"). Otay agrees to lease to Tenant, for the installation of antennas and related telecommunications equipment, approximately 270 square feet of real property within the Property, as more particularly described on Attachment C to Exhibit B (the "Premises").

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Administrative Fees. An initial administrative fee of \$4500 shall be paid to Otay on or prior to the date of execution of this Agreement to defray costs relating to review and processing of Tenant’s conditional use permits, inspection of the Facilities during construction and other related costs. In addition, administrative fees may be charged at Otay’s discretion during the Term to recover costs and expenses incurred by Otay, including attorneys and consultant’s fees, if any, in connection with any Tenant activity that requires Otay staff to spend time in supervision, inspection, investigation or other review; such costs include but are not limited to any amendments to this Agreement, any default or any failure of Tenant to secure or renew any permit, approval, license or easement and any investigation Otay deems reasonably required in connection with the Premises or the Facilities, including without limitation any investigation of a potential contamination of any portion of the Property due to any Tenant activity or improvement.

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

7. Rent. Beginning on the Commencement Date, Tenant shall pay Otay as rent the sum of \$3,175 per month (“Rent”) payable on the first day of each month in advance. If the Commencement Date is other than the first day of the calendar month, the Rent 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 in the greater San Diego metropolitan area. After such an adjustment, the rent shall increase at a rate of four percent (4%) per annum for the rest of the applicable Extension Term or Additional Term, if any. Otay shall also have the discretion to adjust the base rent to then current market rent in the Additional Term if said market rent is greater than the CPI increase provided for in the above formula. The "then current market rent" shall be defined as the most recent rent transaction entered into by Otay with other similar 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 its usual purposes and that there is no known hazardous waste on the Premises. Tenant shall not bring any hazardous materials onto the Premises except for those contained in its back-up power facilities (e.g. sealed batteries and diesel fuel) and properly stored, reasonable quantities of common materials used in telecommunications operations (e.g. cleaning solvents); provided that Tenant shall use best efforts to ensure that NONE of any such contaminants come into contact with ANY soil on the Premises or the Property or with any portion or any Otay facilities. Tenant shall handle, store and dispose of all hazardous materials it brings onto the Premises in accordance with all federal, state and local laws and regulations ("Laws"). "Hazardous materials" means any substance, chemical, pollutant or waste that is identified, at the time the contamination or spill occurs, as hazardous, toxic or dangerous under any applicable federal, state or local law or regulation and specifically includes, but is not limited to asbestos and asbestos containing materials, polychlorinated biphenyl's (PCBs) and petroleum or other fuels (including crude oil or any fraction or derivative thereof). Tenant shall indemnify, defend (with counsel acceptable to Otay) and hold Otay, its directors, officers, employees, agents, consultants, successors attorneys and assigns (each an "Otay Party" and collectively, "Otay Parties") harmless for any damages, claims, liabilities, suits, actions or proceedings of any kind arising in connection with Tenant's use or storage of hazardous materials.

a. Remediation. If Tenant, Tenant activities or Tenant Facilities in any way cause contamination of any portion of the Property or any Otay equipment or facility, Tenant shall immediately notify Otay and, without cost or expense to Otay, Tenant shall completely remediate and shall cause the legal removal and disposal all contaminants and any contaminated soil and materials within 24 hours of notice from Otay. If remediation cannot be completed within such time, it must be commenced and diligently pursued to Otay's satisfaction to avoid a default hereunder. Tenant shall also, holding Otay harmless for any cost or expense,

immediately cause the repair of any and all damage arising from the contamination or the remediation. Any and all contractors or workers associated with the removal of the hazardous materials and clean-up of contaminated soils or facilities must be certified the Contractors State License Board (“HAZ” Certification) pursuant to Business and Professions Code 7058.7 et seq. and proof of the required certification, insurance, and a business license is demanded and required. All remediation activities must be performed with Otay’s representative(s) present.

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

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

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

a. *Installation of the Facilities.* Tenant’s design and installation of all portions of the Facilities shall be done, at no cost to Otay, according to plans approved by Otay, provided that such approval shall not be unreasonably withheld. The Tenant shall be responsible for painting its antennas and/or equipment to match Otay’s facility. Otay will provide Tenant with specifications regarding paint type, color and application method to accomplish this requirement. Painting/coating submittals shall be provided to Otay by the Tenant prior to receiving permission to begin painting. Otay may specify a camouflage design if not inconsistent with requirements of the city or county within which the Facilities are located. These camouflage designs may include but are not limited to faux palm trees, pine trees, cypress trees, broadleaf trees, and flag poles, unipoles, and other camouflaged antenna and antenna supports.

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

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

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

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

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

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

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

f. *Utilities.* Tenant shall be authorized to install utilities for the Premises and the Facilities at Tenant's expense and to improve the present utilities on or near the Premises (including, but not limited to the installation of an emergency back-up power) subject to Otay's approval of the location, route, design and capacity, which approval shall not be unreasonably

withheld. Tenant shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Tenant's facilities.

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

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

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

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

10. Maintenance, Repair or Replacement of Otay's Improvements. At any time while this Agreement remains in effect, Otay may, at its option and upon One Hundred Twenty (120) days prior written notice to Tenant, remove or cause Tenant to remove all or any portion of its Facilities at Tenant's expense, in order for Otay to paint, repair, or make replacements to any or all its improvements on the Premises (the "Maintenance or Replacement Work"), as deemed necessary by Otay in its sole discretion. Tenant agrees to fully cooperate with Otay's efforts in connection with any Maintenance or Replacement Work, including without limitation timely, and at Tenant's cost, removing and re-installing any portion of the Facilities, as requested by Otay.

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

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

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

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

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

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

13. Condition of the Property at Expiration or Termination. Upon the expiration or termination of this Agreement as herein provided, Tenant shall, holding Otay harmless for any cost or expense, surrender the Premises, and any Easements granted by Otay in connection with this Agreement, to Otay in good and broom-clean condition, with all portions of the Facilities, including but not limited to equipment, supplies, buried conduits, and structures removed along with subterranean foundations to a depth of three feet below grade; or as otherwise agreed to by Otay in writing. All telecommunication traffic and all use of the Facilities and the Premises shall cease immediately upon notice of termination or upon the expiration of the applicable term, whichever is earlier.

14. Interference. Tenant shall not use, nor shall Tenant permit any Tenant Party or sub-lessee to use any portion of the Premises in a manner which interferes with Otay's use of the Reservoir Site for its intended purpose including communications facilities relating to Otay's operation, now existing or hereafter installed. This limitation on Tenant's use does not apply to interference with communication facilities of a tenant of Otay whose use did not "pre-exist" this Agreement; except as to communications facilities agreed to by Tenant in connection with the co-location of any subsequent tenant's facilities. If Tenant's operation in any way interferes with Otay's communications facilities, Tenant will have five (5) business days to correct the problem after notice from Otay, except as to interference with Otay's telemetry radio equipment which must be corrected within one (1) calendar day after notice from Otay. Tenant acknowledges that

interference that continues beyond the number of days specified in this Section may cause irreparable injury to Otay and, therefore, Otay has the right, without further liability, to terminate the Agreement immediately upon notice to Tenant of failure to correct the problem within the specified time.

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

16. Termination.

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

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

(ii) Tenant gives Otay sixty (60) days notice of Tenant's determination that a governmental or non-governmental license, permit, consent, approval, easement or waiver necessary to enable Tenant to construct, install or operate the Facilities cannot be obtained or renewed at reasonable expense or in reasonable time period for wireless sites at water reservoirs in metropolitan areas within San Diego County. If this notice is given, Tenant must immediately cease any and all transmissions through and from the Premises and shall promptly remove, within a period of time not to exceed ten (10) business days, any and all Tenant's personal property and improvements from the Property. This Agreement and any related easements shall automatically expire upon the earlier of removal of the Tenant's improvements or the 60th day from the notice; excepting only Tenant's indemnities and liabilities hereunder, including the obligation to pay Rent for any holdover period. Tenant agrees that Otay may, without any liability or recourse against Otay, commit to re-let the Premises to other parties immediately upon receipt of the notice herein contemplated.

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

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

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

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

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

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

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

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

17. Default.

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

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

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

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

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

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

19. Condemnation. If the condemning authority takes all the Property or a portion which in Tenant's opinion is sufficient to render the Premises unsuitable for Tenant's use, then this Agreement shall terminate as of the date when possession is delivered to the condemning authority. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the award paid for the taking and Otay shall receive the full amount of

such award except as provided herein. Tenant hereby expressly waives any right or claim to any portion of a condemnation award, except for relocation benefits and goodwill. All other damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Otay.

20. Insurance. Tenant shall maintain the following insurance:

- a. Commercial general liability with limits of \$5,000,000 per occurrence 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 name 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. Each policy limit herein shall be increased by Tenant, upon request by Otay, to the amount Otay increases its policy limits for other contracts.

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

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

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

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

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

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

b. Any attempted assignment not permitted under the first paragraph of this Section 23, without Otay's prior consent as set forth in Section 23(a), shall be void and, at Otay's option, shall constitute a termination of this Agreement for which a termination fee as described in Section 16(iii) shall be immediately due.

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

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

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

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

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

27. Attorney's Fees. In the event that either party commences any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged

failure of the other to perform or keep any term, covenant, or condition of this Agreement, the party prevailing in said action or proceeding shall be entitled to recover, in addition to court or arbitration costs, reasonable attorneys' fees to be fixed by the court or arbitration official.

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

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

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

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

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

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

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

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

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

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

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

If sent via certified or registered mail to :

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

If sent via nationally recognized overnight courier to:

New Cingular Wireless PCS, LLC
Attn.: AT&T Legal Department
Re: Cell Site #: SS0627
Cell Site Name: Jamul
Fixed Asset No: 10068658
16331 NE 72nd Way
Redmond, WA 98052-7827

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 20___. This date is referred to as the Commencement Date in the Agreement.

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

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Its: _____

Approved as to Form:

Tenant's Counsel

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

By: _____
Name: _____
Its: _____

Approved as to Form:

Otay's General Counsel

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

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

SPECIAL TERMS AND CONDITIONS

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

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

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

- a. **Waiver of Otay's Lien.** With respect to any such financing entity, Otay waives any lien rights it may have concerning the Facilities, which is deemed Tenant's personal property and not fixtures attached to the Property and Tenant or, if appropriate, the financing entity has the right to remove the same at any time without Otay's consent; provided that Tenant's obligation to pay rent shall not terminate unless, upon removal of the Facilities, Otay elects to terminate the Agreement in which case, Tenant shall pay Otay the termination fee specified in Section 16(iii) of the Agreement. The financing entity shall not have the right to

operate the Facilities without Otay's prior written consent, which may be denied at Otay's discretion for any reason or no reason.

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

EXHIBIT B

TO AGREEMENT BETWEEN NEW CINGULAR WIRELESS PCS, LLC AND OTAY TO LOCATE COMMUNICATION FACILITIES AT OTAY'S 1296 RESERVOIR SITE, DATED _____, _____ (THE "AGREEMENT")

List of Attachments to Exhibit B:

ATTACHMENT A. DEPICTION OF RESERVOIR FACILITIES

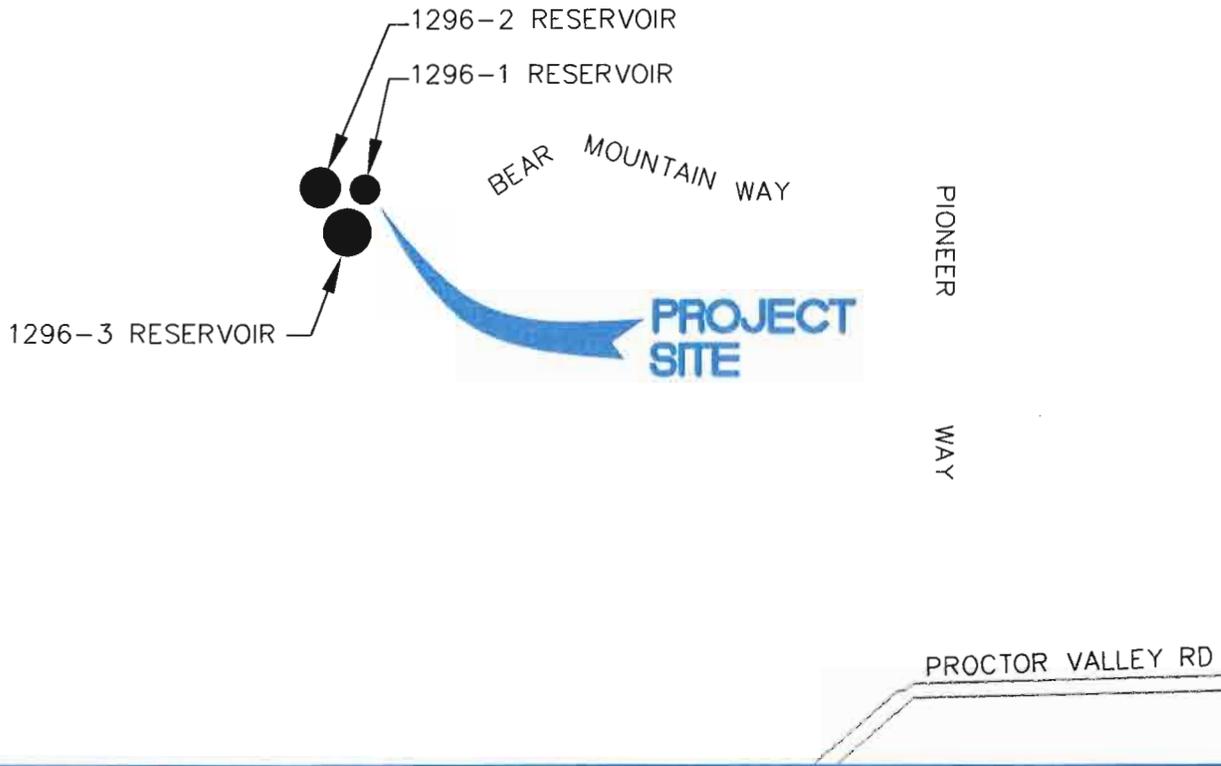
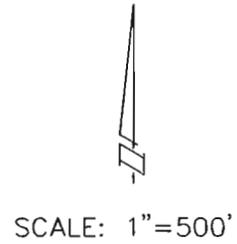
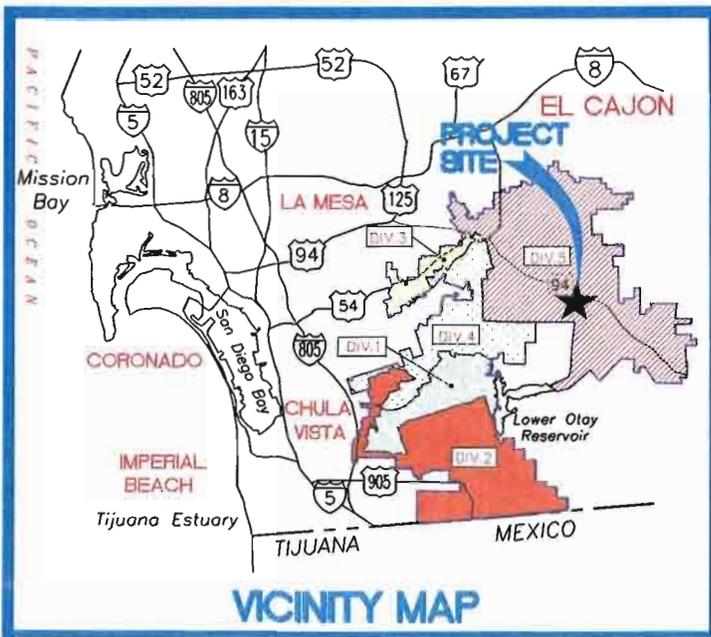
ATTACHMENT B. LEGAL DESCRIPTION OF THE PROPERTY

ATTACHMENT C. LEGAL DESCRIPTION OF THE PREMISES

EXHIBIT B

**ATTACHMENT A
LOCATION MAP**

P:\WORKING\CELLULAR LEASE FILE\AT&T (CINGULAR)\1296-1&2\staff report\EXHIBIT B ATTACHMENT A.dwg 9/9/2010 8:09:59 AM PST



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

LOCATION MAP

EXHIBIT B ATTACHMENT A

EXHIBIT B

ATTACHMENT B LEGAL DESCRIPTION OF THE PROPERTY

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

Parcel 1:

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

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

Parcel 2:

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

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

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

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

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

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

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

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

Parcel 3:

Parcel A:

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

Parcel B:

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

Parcel C:

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

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

Thence along the Easterly line of said West Half North $0^{\circ}06'00''$ East 605 feet to the true point of beginning;

Thence continuing North $0^{\circ}06'00''$ East to the Northeast corner of said West Half;

Thence along the Northerly line of said West Half South $88^{\circ}45'22''$ West to the Westerly line of the Easterly 633.52 feet of said West Half;

Thence along said Westerly line, South $0^{\circ}06'00''$ West to a line that bears South $88^{\circ}42'00''$ West from the true point of beginning;

Thence North $88^{\circ}42'00''$ East to the true point of beginning.

Parcel D:

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

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

Thence along the Easterly line of said West Half North $00^{\circ}06'00''$ East, 250.00 feet;

Thence parallel with the Southerly line of said Northwest Quarter of Section 9, South $88^{\circ}42'00''$ West to the Westerly line of the Southeast Quarter of the Northwest Quarter of Section 9.

Parcel E:

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

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

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

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

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

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

Parcel F:

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

Parcel G:

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

Parcel H:

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

Parcel I:

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

Beginning at the Northwest corner of said Parcel 4:

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

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

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

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

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

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

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

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

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

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

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

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

Parcel J:

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

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

EXHIBIT B

ATTACHMENT C

LEGAL DESCRIPTION OF THE PREMISES

EXHIBIT "A"

PARCEL 2 — PROPOSED LEASE AREA

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

BEGINNING AT POINT "A", PREVIOUSLY DESCRIBED; THENCE NORTH 87°32'27" EAST, 4.84 FEET; THENCE SOUTH 02°27'33" EAST, 27.00 FEET; THENCE SOUTH 87°32'27" WEST, 10.00 FEET; THENCE NORTH 02°27'33" WEST, 2.82 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE CONTINUING NORTH 02°27'33" WEST, 10.72 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C"; THENCE CONTINUING NORTH 02°27'33" WEST, 13.46 FEET; THENCE NORTH 87°32'27" EAST, 5.16 FEET TO THE POINT OF BEGINNING.

CONTAINS 270 SQ. FT, 0.006 ACRES

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



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

SIGNED  4/15/11
 BERT HAZE, PLS 7211 DATE

REV. #	DESCRIPTION	DATE	BY
1	ISSUED FOR REVIEW	04/15/11	JA

LEGAL DESCRIPTION EXHIBIT SS-627-01 JAMUL WATER TANK 13635 BEAR MOUNTAIN WAY JAMUL, CA 91935	PREPARED FOR: 	PREPARED BY: BERT HAZE AND ASSOCIATES LAND SURVEYING & MAPPING 3188 AIRWAY AVE., SUITE K-1 COSTA MESA, CALIFORNIA 92626 714 557-1567 OFFICE 714 557-1568 FAX	SHEET 1 OF 8 SHEETS DRAWN: 04/15/11 BY: JA CHECKED: CWW/BH JN. 731,045
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EXHIBIT "B"

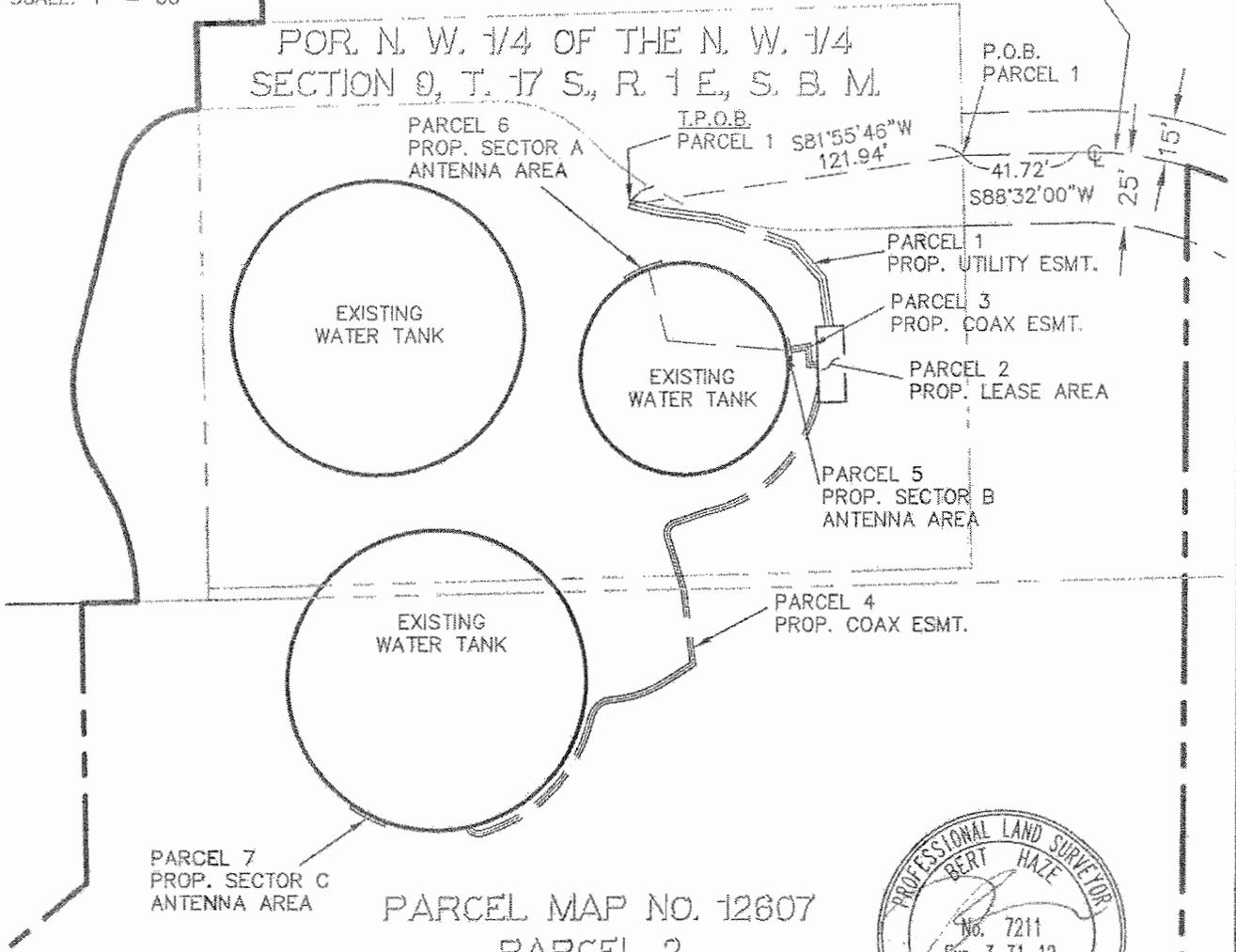
PARCEL MAP NO. 11418

PARCEL 3

(PRIVATE ROAD)
BEAR MOUNTAIN WAY

SCALE: 1" = 60'

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



PARCEL MAP NO. 12607
PARCEL 2



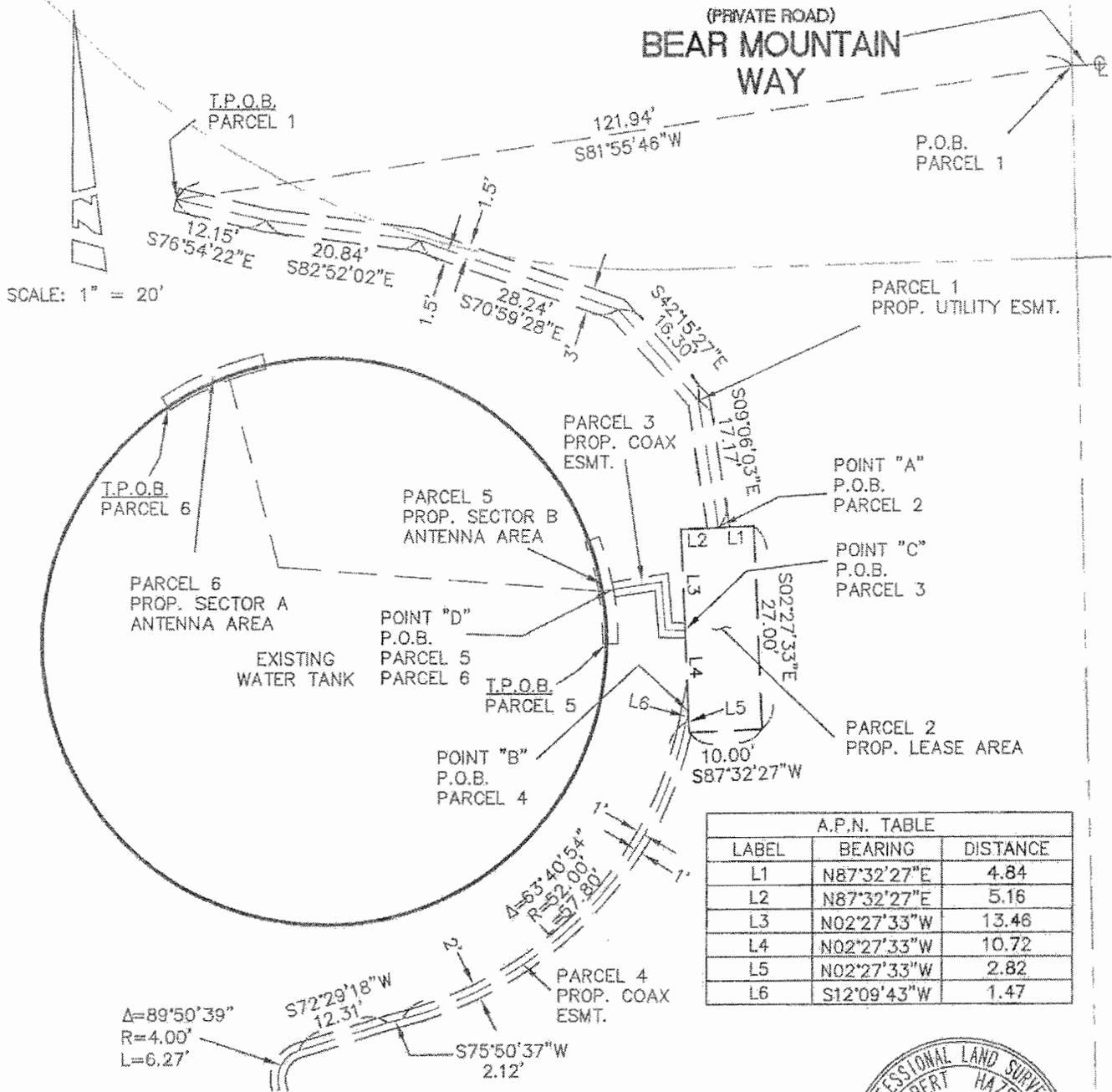
BASIS OF BEARINGS:

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

LEGAL DESCRIPTION EXHIBIT	PREPARED FOR:	PREPARED BY:	SHEET
SS-627-01 JAMUL WATER TANK		<p>BERT HAZE AND ASSOCIATES LAND SURVEYING & MAPPING 3188 AIRWAY AVE., SUITE K-1 COSTA MESA, CALIFORNIA 92626 714 557-1587 OFFICE 714 557-1568 FAX</p>	5 OF 8 SHEETS
13635 BEAR MOUNTAIN WAY JAMUL, CA 91935			DRAWN: 04/15/11 BY: JA CHECKED: CWW/BH JN. 731 045

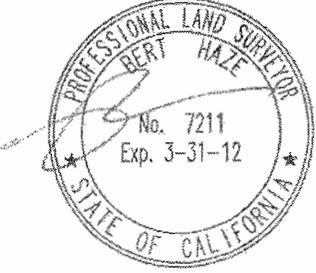
EXHIBIT "C"

(PRIVATE ROAD)
BEAR MOUNTAIN WAY



A.P.N. TABLE		
LABEL	BEARING	DISTANCE
L1	N87°32'27"E	4.84
L2	N87°32'27"E	5.16
L3	N02°27'33"W	13.46
L4	N02°27'33"W	10.72
L5	N02°27'33"W	2.82
L6	S12°09'43"W	1.47

SEE EXHIBIT "D"



LEGAL DESCRIPTION EXHIBIT	PREPARED FOR:	PREPARED BY:	SHEET
SS-627-01		BERT HAZE AND ASSOCIATES LAND SURVEYING & MAPPING 3188 AIRWAY AVE., SUITE K-1 COSTA MESA, CALIFORNIA 92625 714 557-1567 OFFICE 714 557-1568 FAX	6
JAMUL WATER TANK			OF 8 SHEETS
13635 BEAR MOUNTAIN WAY JAMUL, CA 91935			DRAWN: 04/15/11 BY: JA CHECKED: CWW/BH JN. 731.045

EXHIBIT C

TO AGREEMENT BETWEEN NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND OTAY TO LOCATE COMMUNICATION FACILITIES AT OTAY'S 1296 RESERVOIR SITE, DATED _____, _____ (THE "AGREEMENT")

DEPICTION AND LEGAL DESCRIPTION OF EASEMENT

Easement Requested? Yes No

Easement Granted? Yes No

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

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

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, maintenance and operation of such power lines, transmission lines and other communications lines and accessories as required to efficiently operate Tenant's communication facilities on the Premises as previously approved by Grantor. Following initial installation, Tenant shall not have a right to trench or excavate to repair, modify or replace any approved items without Grantor's prior written consent.

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

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

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

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

EXHIBIT "A"

PARCEL 1 – PROPOSED UTILITY EASEMENT

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

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

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

CONTAINS 284 SQ. FT., 0.007 ACRES



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

SIGNED  4/15/11
 BERT HAZE, PLS 7211 DATE

1	ISSUED FOR REVIEW	04/15/11	JA
REV. #	DESCRIPTION	DATE	BY

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

PARCEL 3 – PROPOSED COAX EASEMENT

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

BEGINNING AT POINT "C", PREVIOUSLY DESCRIBED; THENCE NORTH 88°07'30" WEST, 2.75 FEET; THENCE NORTH 04°37'08" WEST, 6.40 FEET; THENCE SOUTH 81°05'02" WEST, 6.52 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "D".

THE SIDELINES OF SAID STRIP TO BE JOINED AT THE ANGLE POINTS, AND TO TERMINATE NORTHWESTERLY IN A NON-TANGENT CURVE HAVING A RADIUS OF 39.18 FEET, A RADIAL BEARING FROM SAID POINT BEARS SOUTH 79°58'58" WEST, AND TO TERMINATE SOUTHEASTERLY IN PARCEL 2, PREVIOUSLY DESCRIBED.

CONTAINS 31 SQ. FT., 0.001 ACRES

PARCEL 4 – PROPOSED COAX EASEMENT

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

BEGINNING AT POINT "B", PREVIOUSLY DESCRIBED; THENCE SOUTH 12°09'43" WEST, 1.47 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 52.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, 57.80 FEET, THROUGH A CENTRAL ANGLE OF 63°40'54"; THENCE TANGENT TO SAID CURVE, SOUTH 75°50'37" WEST, 2.12 FEET; THENCE SOUTH 72°29'18" WEST, 12.31 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 4.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, 6.27 FEET, THROUGH A CENTRAL ANGLE OF 89°50'39"; THENCE TANGENT TO SAID CURVE, SOUTH 17°21'21" EAST, 19.96 FEET; THENCE SOUTH 07°41'16" EAST, 26.15 FEET; THENCE SOUTH 57°56'48" WEST, 12.87 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, 19.71 FEET, THROUGH A CENTRAL ANGLE OF 28°14'11"; TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 8.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, 10.20 FEET, THROUGH A CENTRAL ANGLE OF 73°01'21" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 56.80 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, 59.96 FEET, THROUGH A CENTRAL ANGLE OF 60°29'04", TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 4.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, 5.80 FEET, THROUGH A CENTRAL ANGLE OF 83°08'52" TO A POINT ON THE FACE OF AN EXISTING WATER TANK, HAVING A MEASURED RADIUS OF 53.43 FEET, A RADIAL BEARING TO THE CALCULATED CENTER OF SAID TANK BEARS NORTH 12°05'32" WEST, SAID POINT BEING HEREINAFTER REFERRED TO AS POINT "E".

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

CONTAINS 469 SQ. FT., 0.011 ACRES

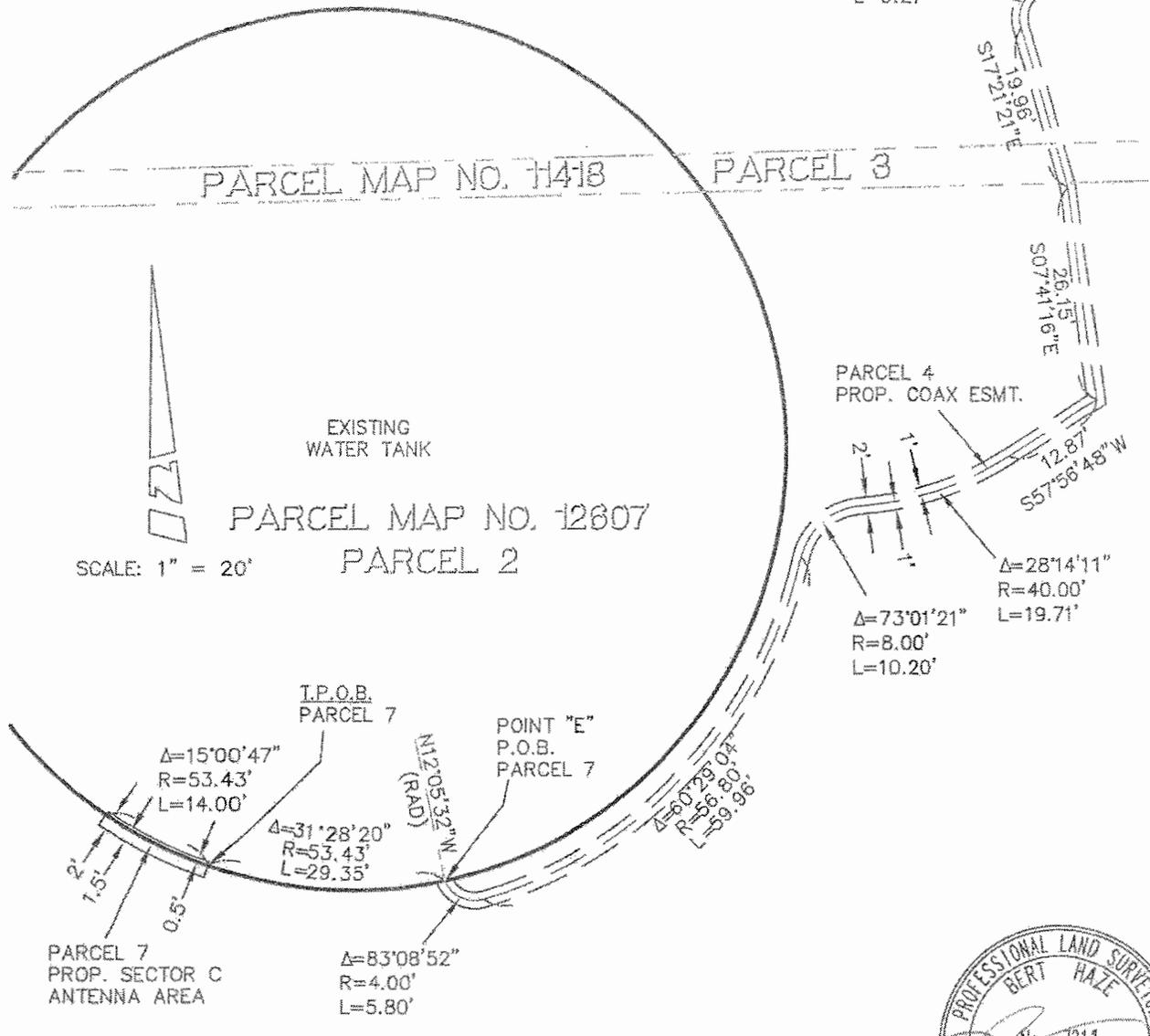
SHOWN ON EXHIBITS "C" AND "D", ATTACHED HERETO AND HEREBY MADE A PART.



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

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



SEE EXHIBIT "C"



LEGAL DESCRIPTION EXHIBIT	PREPARED FOR:	PREPARED BY:	SHEET
SS-627-01 JAMUL WATER TANK		BERT HAZE AND ASSOCIATES LAND SURVEYING & MAPPING 3188 AIRWAY AVE., SUITE K-1 COSTA MESA, CALIFORNIA 92628 714 557-1567 OFFICE 714 557-1568 FAX	7 OF 8 SHEETS
13635 BEAR MOUNTAIN WAY JAMUL, CA 91935			DRAWN: 04/15/11 BY: JA CHECKED: CWW/SH JH, 731,645

EXHIBIT D

**TO AGREEMENT BETWEEN NEW CINGULAR
WIRELESS PCS, LLC AND OTAY TO LOCATE
COMMUNICATION FACILITIES AT OTAY'S 1296
RESERVOIR SITE, DATED _____, _____ (THE
"AGREEMENT")**

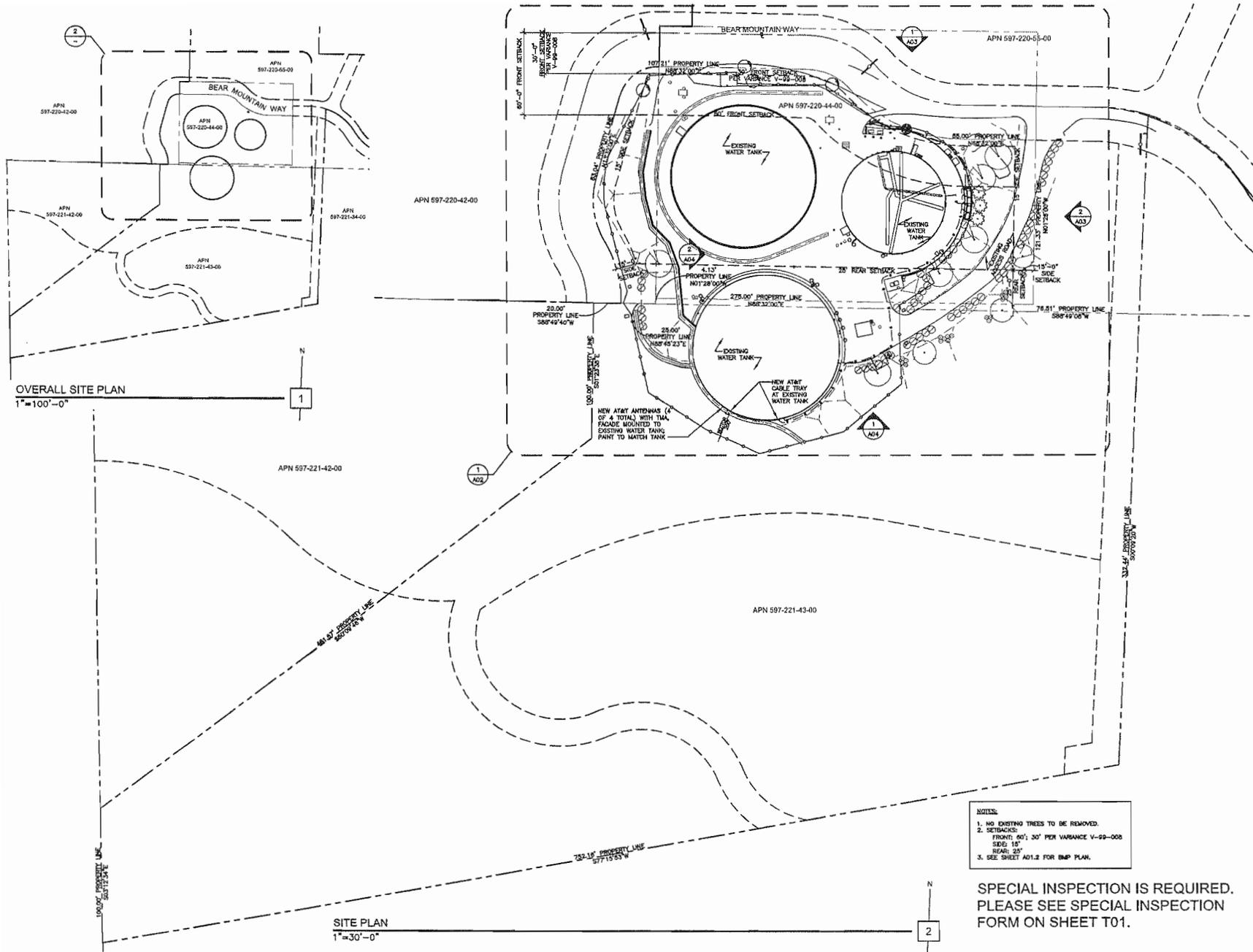
List of Attachments to Exhibit D:

Attachment A. Depiction of the Telecommunication Facilities

Attachment B. Permits

EXHIBIT D

**ATTACHMENT A
DEPICTION OF THE TELECOMMUNICATION FACILITIES**



- NOTES:**
1. NO EXISTING TREES TO BE REMOVED.
 2. SETBACKS:
FRONT: 60', 30' PER VARIANCE V-22-008
SIDE: 10'
REAR: 25'
 3. SEE SHEET A01.2 FOR BMP PLAN.

**SPECIAL INSPECTION IS REQUIRED.
PLEASE SEE SPECIAL INSPECTION
FORM ON SHEET T01.**

ARCHITECT

DONATO ASSOCIATES
 ARCHITECTURE + GRAPHICS
 2829 FIRST AVENUE, SUITE 600, SAN DIEGO, CA 92108
 619.291.4342, 619.291.4357 FAX, DONATO@AUG.COM

PROJECT NAME

SS-627-01
JAMUL WATER TANK
 10035 BEAR MOUNTAIN WAY, JAMUL, CA 91305

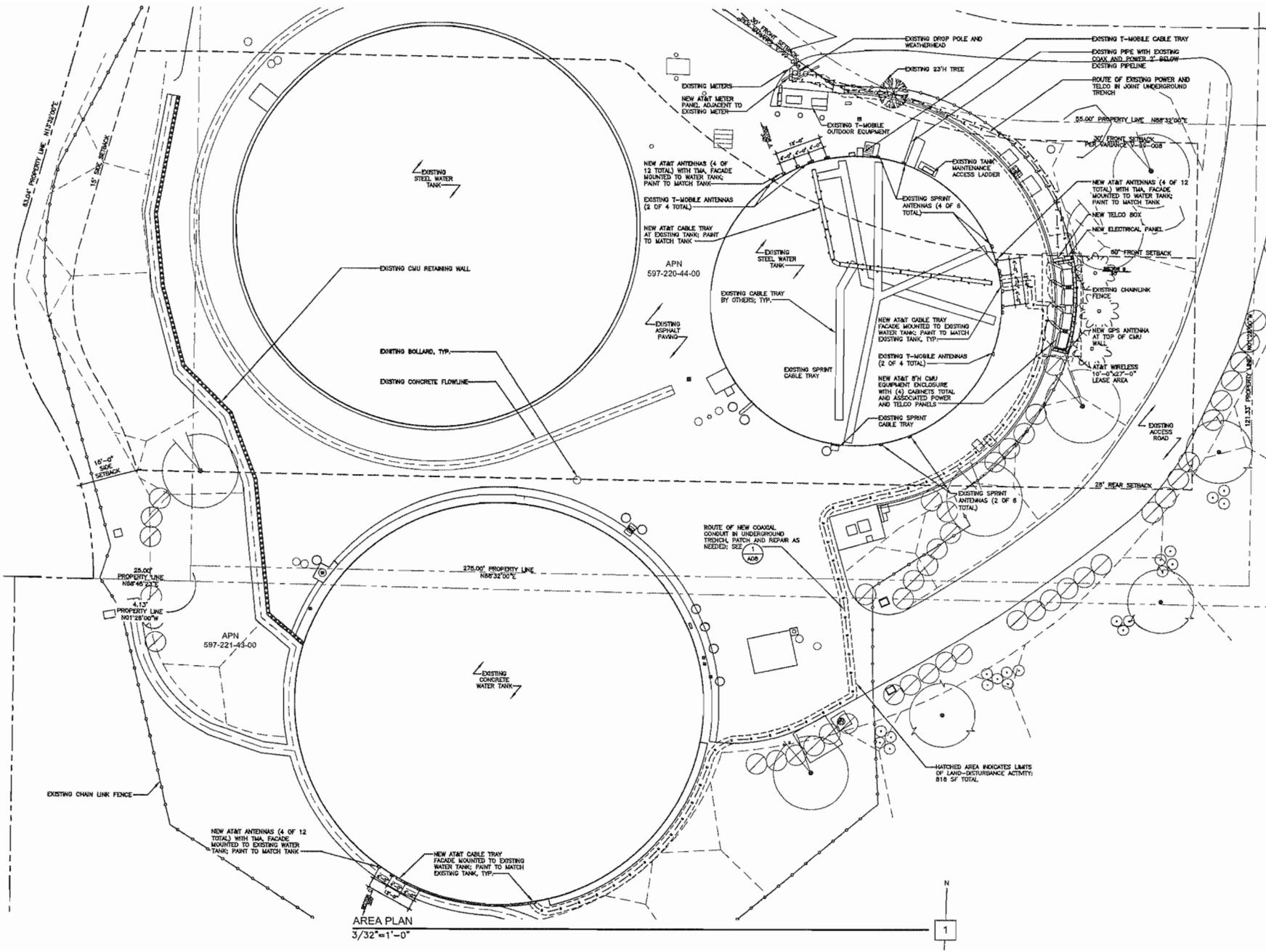
ISSUES / REVISIONS

DATE	BY	ISSUE DESCRIPTION	COMMENTS
07-26-10	AKG	REVISED PER BUILDING DEPARTMENT	
08-05-10	CMS	REVISED PER BUILDING DEPARTMENT	
03-30-11	CKK	CURRENT	

SHEET INFORMATION

DI DONATO ASSOCIATES
 ARCHITECTURE + GRAPHICS
A01
 SITE PLAN

550107
 PLOT SCALE 1:1 (GRAPHIC)



ARCHITECT



DI DONATO ASSOCIATES
 ARCHITECTURE + GRAPHICS
 3880 FIRST AVENUE, SUITE 100, SAN DIEGO, CALIFORNIA
 PH: 619.594.8888 FAX: 619.594.8889

PROJECT NAME



SS-627-01
JAMUL WATER TANK
 12433 IRON MOUNTAIN WAY, JAMUL, CA 91403

ISSUES / REVISIONS

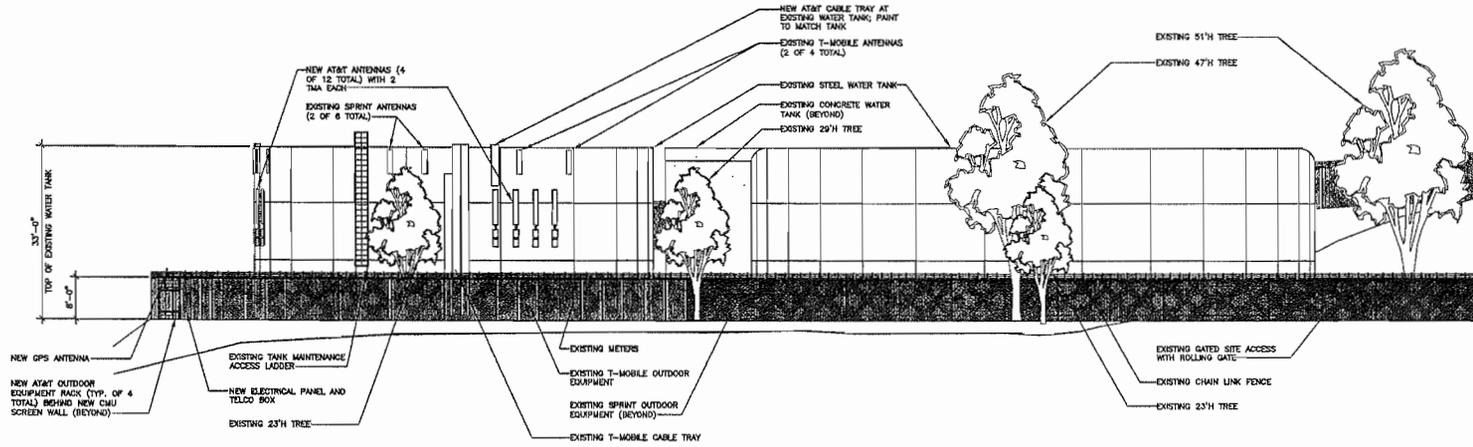
DATE	BY	ISSUE DESCRIPTION
09-27-10	CWK	CONTRACT SET
09-28-10	CWK	ISSUES / REVISIONS
09-28-10	CWK	REVISIONS FOR ISSUES / REVISIONS
09-30-11	CWK	CONTRACT

SHEET INFORMATION

DI DONATO ASSOCIATES
 ARCHITECTURE + GRAPHICS

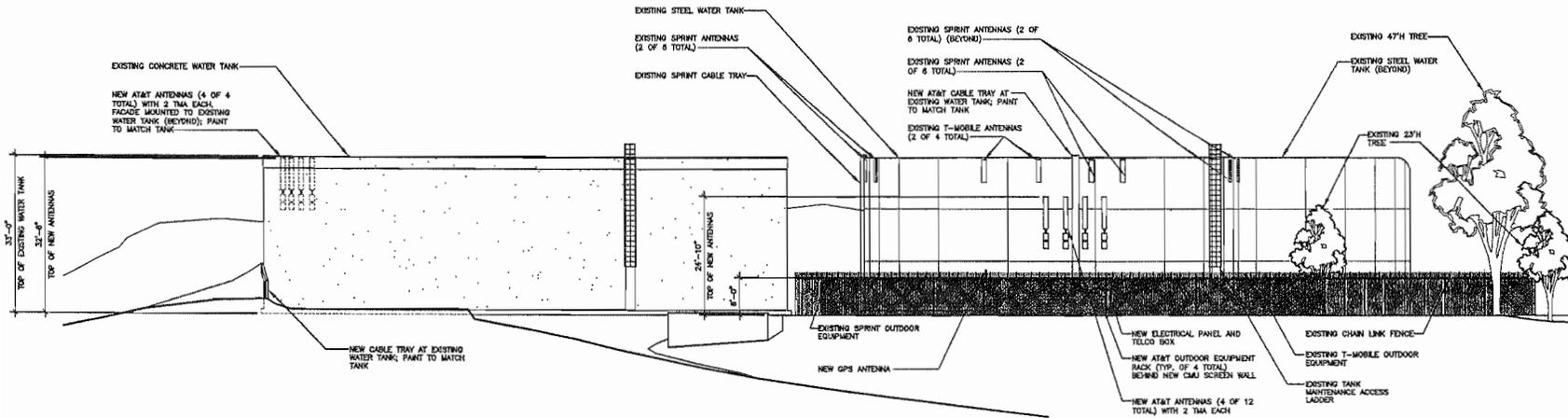
A02
 AREA PLAN

0501.07
 PLOT SCALE 1" = 1' (4x6.5" @ 1/8")



NORTH ELEVATION
3/32" = 1'-0"

1



EAST ELEVATION
3/32" = 1'-0"

2



DI DONATO ASSOCIATES
ARCHITECTURE + GRAPHICS
1000 WEST PARKWAY SUITE 100 SAN RAFAEL, CA 94901
415.226.4127 415.226.4272 FAX 415.226.4200

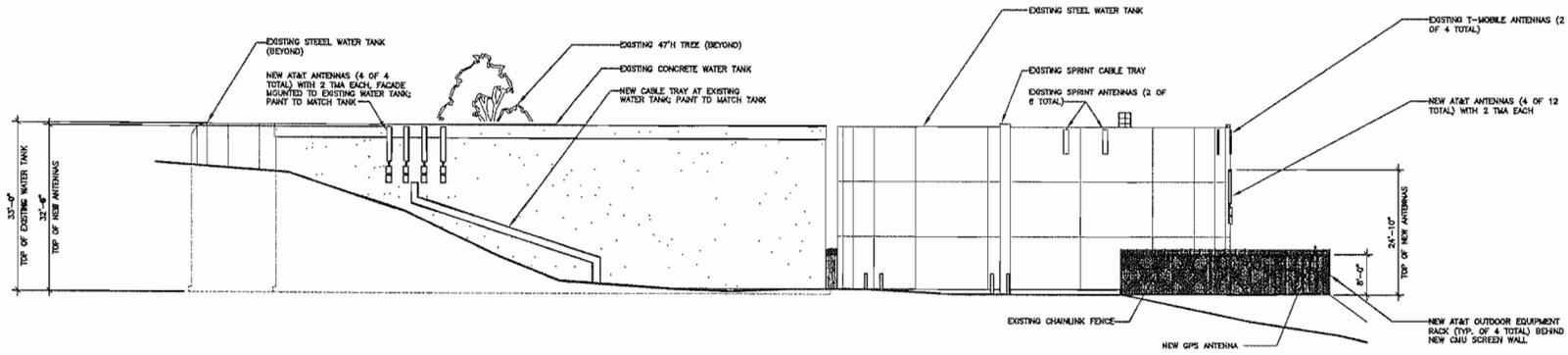


SS-627-01
JAMUL WATER TANK
13000 BEAR MOUNTAIN WAY JAMUL, CA 91830

DATE	BY	ISSUE DESCRIPTION
07-24-10	DAK	ISSUE PER BALDING DEPARTMENT COMMENTS
08-04-10	DAK	REVISED PER BALDING DEPARTMENT COMMENTS
08-30-11	DAK	CURRENT

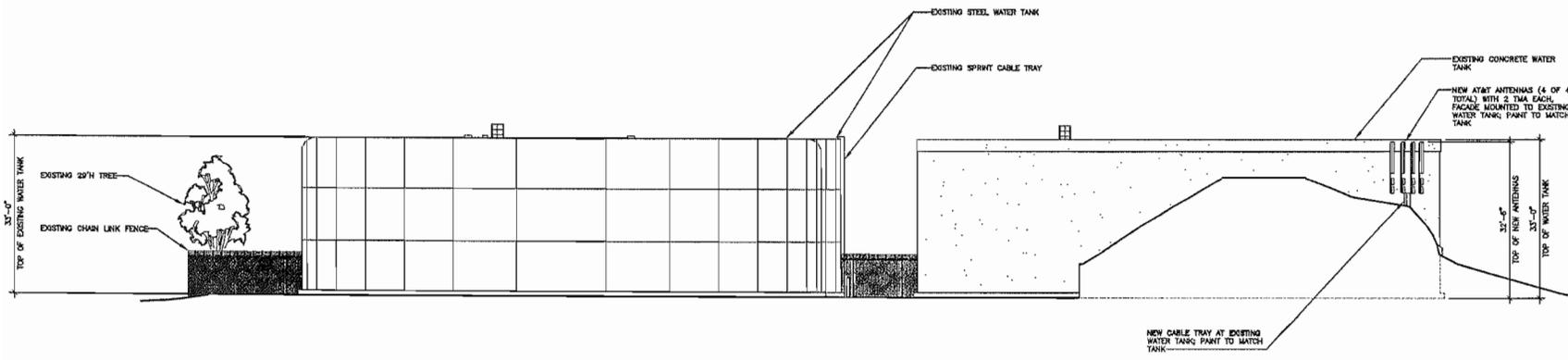
DI DONATO ASSOCIATES
ARCHITECTURE + GRAPHICS

A03
ELEVATIONS



SOUTH ELEVATION
3/32"=1'-0"

1



WEST ELEVATION
3/32"=1'-0"

2



DI DONATO ASSOCIATES
ARCHITECTURE + GRAPHICS
1111 10TH STREET, SUITE 100
SAN ANTONIO, TEXAS 78203



SS-627-01
JAMUL WATER TANK
13535 MARK MONTGOMERY WAY, JAMUL, CA 91325

DATE	BY	ISSUE DESCRIPTION
07-20-10	DAW	SUBMIT FOR PERMITS
07-20-10	DAW	PERMITS
08-20-10	DAW	REVISION PER BALDWIN DEPARTMENT COMMENTS
03-30-11	DAW	CURRENT

DI DONATO ASSOCIATES
ARCHITECTURE + GRAPHICS

A04
ELEVATIONS

EXHIBIT D

**ATTACHMENT B
PERMITS**



County of San Diego

DEPARTMENT OF PUBLIC WORKS

JOHN L. SNYDER
DIRECTOR

5201 RUFFIN ROAD, SUITE D
SAN DIEGO, CALIFORNIA 92123-4310
(858) 694-2055 FAX: (858) 694-8928
Web Site: sdcdpw.org

RICHARD E. CROMPTON
ASSISTANT DIRECTOR

September 9, 2010

TO: Michael D. Johnson & Debra Frischer
Department of Planning and Land Use (0650)

FROM: Richard Lantis, Project Manager
Department of Public Works (0336)

PROJECT NUMBER: MUP 08-009
APN# 597-220-44

PROJECT NAME: Jamul Water Tank
13635 Bear Mtn. Way, Jamul

On May 8, 2009, the County of San Diego Planning Commission granted Major Use Permit MUP 08-009.

Conditions A.1, A.2, A.3 and B.1, of the Major Use Permit have been completed to the satisfaction of the Department of Public Works.

If you have any questions or need additional information please contact me at (858) 495-5804, or via email: Richard.Lantis@sdcounty.ca.gov.

Sincerely,

Richard Lantis, Project Manager
Department of Public Works



SSC627

SAN DIEGO REGIONAL HAZARDOUS MATERIALS QUESTIONNAIRE

OFFICE USE ONLY	
UPFP#	_____
HV#	_____
BP DATE	___/___/___

Business Name AT&T Mobility		Business Contact KEVIN MCGEE		Telephone # (858) 232-3996	
Project Address 13635 Bear Mountain Way		City JANICE	State CA	Zip Code 92135	APN# 697-220-44-00
Mailing Address 5738 Pacific Center Blvd. 2nd Floor		City SAN DIEGO	State CA	Zip Code 92121	Plan File#
Project Contact KEVIN MCGEE				Telephone # (858) 232-3996	

The following questions represent the facility's activities, NOT the specific project description.

PART I: FIRE DEPARTMENT - HAZARDOUS MATERIALS DIVISION; OCCUPANCY CLASSIFICATION: Indicate by circling the item, whether your business will use, process, or store any of the following hazardous materials. If any of the items are circled, applicant must contact the Fire Protection Agency with jurisdiction prior to plan submittal.

- | | | | |
|----------------------------------|-----------------------|-------------------------------------|--------------------------|
| 1. Explosive or Blasting Agents | 5. Organic Peroxides | 9. Water Reactives | 13. Corrosives |
| 2. Compressed Gases | 6. Oxidizers | 10. Cryogenics | 14. Other Health Hazards |
| 3. Flammable/Combustible Liquids | 7. Pyrophorics | 11. Highly Toxic or Toxic Materials | 15. None of These. |
| 4. Flammable Solids | 8. Unstable Reactives | 12. Radioactives | |

PART II: SAN DIEGO COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH - HAZARDOUS MATERIALS DIVISIONS (HMD): If the answer to any of the questions is yes, applicant must contact the County of San Diego Hazardous Materials Division, 1255 Imperial Avenue, 3rd floor, San Diego, CA 92101. Call (619) 338-2222 prior to the issuance of a building permit.

FEES ARE REQUIRED.		Expected Date of Occupancy: <u>11 / 01 / 10</u>	<input type="checkbox"/> CalARP Exempt
YES	NO		Date / Initials
1. <input checked="" type="checkbox"/>	<input type="checkbox"/>	Is your business listed on the reverse side of this form? (check all that apply).	
2. <input type="checkbox"/>	<input checked="" type="checkbox"/>	Will your business dispose of Hazardous Substances or Medical Waste in any amount?	<input type="checkbox"/> CalARP Required
3. <input type="checkbox"/>	<input checked="" type="checkbox"/>	Will your business store or handle Hazardous Substances in quantities equal to or greater than 55 gallons, 500 pounds, 200 cubic feet, or carcinogens/reproductive toxins in any quantity?	Date / Initials
4. <input type="checkbox"/>	<input checked="" type="checkbox"/>	Will your business use an existing or install an underground storage tank?	<input type="checkbox"/> CalARP Complete
5. <input type="checkbox"/>	<input checked="" type="checkbox"/>	Will your business store or handle Regulated Substances (CalARP)?	Date / Initials
6. <input type="checkbox"/>	<input checked="" type="checkbox"/>	Will your business use or install a Hazardous Waste Tank System (Title 22, Article 10)?	

PART III: SAN DIEGO COUNTY AIR POLLUTION CONTROL DISTRICT: If the answer to any of the questions below is yes, applicant must contact the Air Pollution Control District (APCD), 10124 Old Grove Road, San Diego, CA 92131-1649, telephone (858) 586-2600 prior to the issuance of a building or demolition permit. Note: If the answer to questions 3 or 4 is yes, applicant must also submit an asbestos notification form to the APCD at least 10 working days prior to commencing demolition or renovation, except demolition or renovation of residential structures of four units or less. Contact the APCD for more information.

- | | | |
|-----------------------------|-------------------------------------|--|
| YES | NO | |
| 1. <input type="checkbox"/> | <input checked="" type="checkbox"/> | Will the subject facility or construction activities include operations or equipment that emit or are capable of emitting an air contaminant? (See the APCD factsheet at http://www.sdapcd.org/info/facts/permits.pdf , and the list of typical equipment requiring an APCD permit on the reverse side of this form. Contact APCD if you have any questions). |
| 2. <input type="checkbox"/> | <input type="checkbox"/> | (ANSWER ONLY IF QUESTION 1 IS YES) Will the subject facility be located within 1,000 feet of the outer boundary of a school (K through 12)? (Public and private schools may be found after search of the California School Directory at http://www.cde.ca.gov/re/sd/ ; or contact the appropriate school district). |
| 3. <input type="checkbox"/> | <input type="checkbox"/> | Will there be renovation that involves handling of any friable asbestos materials, or disturbing any material that contains non-friable asbestos? |
| 4. <input type="checkbox"/> | <input type="checkbox"/> | Will there be demolition involving the removal of a load supporting structural member? |

Briefly describe business activities: New Cell site	Briefly describe proposed project: CELL SITE LESS THAN 36 GAL. ELECTROLYTE. NO EMERGENCY GENERATOR.
---	---

I declare under penalty of perjury that to the best of my knowledge and belief the responses made herein are true and correct.

KEVIN MCGEE Name of owner or Authorized Agent *[Signature]* Signature of Owner or Authorized Agent **7 / 22 / 10** Date

FOR OFFICIAL USE ONLY:
FIRE DEPARTMENT OCCUPANCY CLASSIFICATION: _____
BY: _____ DATE: ___/___/___

EXEMPT OR NO FURTHER INFORMATION REQUIRED		RELEASED FOR BUILDING PERMIT BUT NOT FOR OCCUPANCY		RELEASED FOR OCCUPANCY	
COUNTY-HMD	APCD	COUNTY-HMD	APCD	COUNTY-HMD	APCD
<i>[Stamp: J. Swanson 7/26/10]</i>					



**Szytel Engineering
and Surveying, Inc.**

304 State Place Escondido California 92029
Email: gszytel@sbcglobal.net
www.szytel-engineering.com

GARY M SZYTEL
Registered Civil Engineer
Licensed Land Surveyor
Off. (760)741-6979
Fax (760) 741-3722

February 19, 2010

County of San Diego
Department of Public Works
5201 Ruffin Road
San Diego, CA 92123

RE: P08-009 ~ AT&T Wireless Site No. SS627 – Jamul Water Tank
APN 597-220-44; 13835 Bear Mountain Way, Jamul
Sight Distance Statement

Gentlemen,

In response to the sight distance requirements for the subject project, I hereby make the following statement. Physically, there is adequate unobstructed sight distance in both directions along Proctor Valley Road from Pioneer Way, for the prevailing operating speed of traffic on Proctor Valley Road, per Section 6.1.E of the County Public Road Standards (approved July 14, 1999). Said lines of sight fall within the existing right-of-way and a clear space easement is not required. This statement is based upon the conditions observed on February 19, 2010 and the following criteria and findings.

To the west, the approaching prevailing speed is approximately 45 miles per hour (eastbound traffic). According to County standards, the required sight distance is 450 feet. The available sight distance is currently 1,070 feet.

To the east, the approaching prevailing speed is approximately 45 miles per hour (westbound traffic). According to County standards, the required sight distance is 450 feet. The available sight distance is currently 910 feet.

Also, the sight lines in both directions, as measured above, fall entirely within the paved area of Proctor Valley Road.

The available sight distance was measured with a total station using the positional criteria for height of eye and object given in the above cited standards.

Respectfully Submitted,
Szytel Engineering And Surveying, Inc.

Gary M. Szytel, President
Registered Civil Engineer No. 24080
Licensed Surveyor No. 4458





COUNTY OF SAN DIEGO

DEPARTMENT OF PLANNING AND LAND USE
5201 Ruffin Road, Suite B
San Diego, CA 92123
858-694-2960

RECEIPT NUMBER: 10-0651931
Cashier: JTANA2PL

APN: 597-220-44-00
DATE ISSUED: 31-AUG-2010
PERMIT: 3300 08-009
SCOPE: CELL SITE (MUP)
SITE ADDRESS: 13635 BEAR MTN WY
SUBDIVISION:
CITY: Jamul, CA 91935

PARCEL OWNER: OTAY WATER DISTRICT
ADDRESS:
CITY/STATE/ZIP: , 00000

PERMIT OWNER: OTAY MUNICIPAL WATER DISTRICT
ADDRESS: 2554 SWEETWATER SPRINGS BLVD
CITY/STATE/ZIP: SPRING VALLEY, CA 91977

Fees Calculated 12 Months Back

<u>Date</u>	<u>Fee Code</u>	<u>Description</u>	<u>Paid to Date</u>	<u>This Receipt</u>	<u>Balance Due</u>
31-AUG-2010	3ANNEXFEE0	ANNEXATION FEES	\$0.00	\$410.00	\$0.00

Totals: \$410.00 \$0.00

<u>Payment Code</u>	<u>Description</u>	<u>Amount</u>
CHECK	CHECK #31944	\$410.00

Tendered:	\$410.00
Change:	\$0.00
Balance Due:	\$0.00



COUNTY OF SAN DIEGO

DEPARTMENT OF PUBLIC WORKS
LAND DEVELOPMENT DIVISION
5201 Ruffin Road, Suite D
San Diego, CA 92123-4310
(858) 694-3810

INVOICE

Permit Type & Number: 3300 08-009		Invoice Date: 31 AUG 2010
Financially Responsible Party: AT&T MOBILITY 5738 PACIFIC CENTER BLVD SAN DIEGO CA 92121-	Site Address: 13635 BEAR MTN WY	Project No: 08-0093334
APN: 597-220-44-00		

Project Description/Scope Major Use Permit: Cell Site Linked cases: Permit Difficulty: Specific Plan Area: none Description: The project is a Major Use Permit to construct, maintain and operate a wireless facility for AT&T. The project consists of the installation of a total of twelve (12) cable trays (in three arrays of four) mounted on the façade of the existing 33' high water tank or

Fee/Deposit Details		
Fee Code	Description	Amount
3ANNEXFEE0	ANNEXATION FEES	\$410.00
<i>8/31/10 per R</i>		
Total Amount Due:		\$410.00

SS627 Jamul W.T.



ERIC GIBSON
DIRECTOR

County of San Diego

DEPARTMENT OF PLANNING AND LAND USE

5201 RUFFIN ROAD, SUITE B, SAN DIEGO, CALIFORNIA 92123-1666
INFORMATION (858) 694-2960
TOLL FREE (800) 411-0017
www.sdcountry.ca.gov/dplu

December 11, 2009

Decision of the Director, Department of Planning and Land Use
on Minor Deviation from Plot Plan
Major Use Permit Minor Deviation P08-009m¹

A revised plot plan dated December 2, 2009, was submitted by Ms. Karen Adler for a "Minor Deviation" from plot plan approved in connection with Major Use Permit P08-009 for an unmanned wireless telecommunication facility. The applicant's request is to re-locate four panel antennas from the eastern water tank to the newly built third tank to the south. No additional changes to the other antenna locations or equipment enclosure are proposed. The property is located at 13635 Bear Mountain Way in the Jamul area in the A70 (Limited Agricultural) Land Use Regulation.

In accordance with Section 7609 of The Zoning Ordinance, the Director of the Department of Planning and Land Use hereby finds that the proposed Minor Deviation does not constitute a substantial change in the Major Use Permit and that said Deviation will not adversely affect adjacent property or adjacent property owners, and approves said Minor Deviation as per revised plot plan.

The issuance of this permit by the County of San Diego does not authorize the applicant for said permit to violate any Federal, State or County laws, ordinances, regulations or policies including, but not limited to the Federal Endangered Species Act of 1973 and any amendments thereto (16 U.S.C. Section 1531 et seq.).

DEPARTMENT OF PLANNING AND LAND USE
ERIC GIBSON, DIRECTOR

By: 
Jarrett Ramaiya, Planning Manager
Project Planning Division

cc: Otay Water District, Attn: Mike O'Donnell, 2554 Sweetwater Springs Blvd.,
Spring Valley, CA 91978

SAN DIEGO COUNTY PLANNING COMMISSION

5201 Ruffin Road

San Diego, CA 92123

May 8, 2009

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

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

CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

FINDINGS:

CEQA FINDINGS

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

MSCP FINDINGS

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

STORMWATER FINDINGS

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

RESOURCE PROTECTION ORDINANCE FINDINGS

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

MAJOR USE PERMIT FINDINGS

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

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

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

Scale and Bulk:

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

Coverage:

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

Density: The project is a Major Use Permit for the authorization of a telecommunication facility and does not have a residential component subject to density.

2. The availability of public facilities, services, and utilities

The project is located within the San Diego Rural Fire Protection District with services provided by the California Department of Forestry and Fire Protection. The project has been reviewed and found to be FP-2

compliant. The project will require water service for irrigation purposes and the Otay Water District has verified that the project site is in the district and service is available to the project site.

3. The harmful effect, if any, upon desirable neighborhood character

The project is a Major Use Permit for the authorization of a wireless telecommunication facility. The facility will include twelve (12) panel antennas that will be mounted on the existing water tank located on the east side of the property and an eight-foot high CMU enclosure to house the associated equipment. The project site is located within a neighborhood that is predominately comprised of single family residential use with some vacant properties surrounding the project site.

The project will not adversely affect the desirable neighborhood character because the project proposes a wireless telecommunication facility that is designed to be stealth. The equipment shelter will be located within a CMU enclosure to conceal it from the surrounding properties. Photo simulations on file with Major Use Permit P08-009 (Attachment C) illustrate that the line, form, and color of the facility will be largely consistent with other elements that make up the visual setting of the area, such as the existing panel antennas on the water tank. Furthermore, the project was reviewed for noise impacts and determined to be consistent with the County Noise Ordinance. The project, as designed, will not cause any substantial, demonstrable negative aesthetic effect to views from the surrounding area and roadways. Therefore, the project will not have a harmful effect on the neighborhood character.

4. The generation of traffic and the capacity and physical character of surrounding streets

The traffic generated from the project is expected to be one maintenance trip per month and will utilize Bear Mountain Road, a private road for access. Existing parking is available on the property. The use associated with this Major Use Permit is compatible with the existing residential nature of the area because the number of maintenance trips will not substantially alter the expected traffic or physical character of the surrounding streets and will be compatible with adjacent uses. Therefore, the number of maintenance trips will not substantially increase or alter the physical character of Bear Mountain Road and other vicinity roadways.

5. The suitability of the site for the type and intensity of use or development which is proposed

The project proposes a Major Use Permit for the authorization of an unmanned wireless telecommunication facility. The subject property is 1.08 acres in size and is developed with access and utility services adequate to serve the proposed use. The installation of the telecommunication facility will not require significant alteration to the land form. The project, as designed, will be stealth and will not change the characteristics of the area and is suitable for this site and the type and intensity of uses and development. For reasons stated above, the proposed project will be compatible with adjacent land uses.

6. Any other relevant impact of the proposed use

None identified.

- (b) The impacts, as described in Findings (a) above, and the location of the proposed use will be consistent with the San Diego County General Plan.

The project is subject to the Regional Category – Estate Development Area (EDA), General Plan Land Use Designation General – (17) Estate Residential, and the Jamul/Dulzura Subregional Plan. The project complies with the General Plan because civic uses are allowed if they support the local population. In addition, the project is consistent with Policy 4 of the Public Safety Element of the County General Plan that encourages the support, establishment, and continual improvement of Countywide telephone communications system, particularly with respect to enhancing emergency communications.

- (c) That the requirements of the California Environmental Quality Act have been complied with.

Pursuant to Section 15303 of the State CEQA Guidelines, the project is exempt from CEQA because it is an unmanned wireless telecommunication facility that involves the installation of Small, New Equipment and Facilities in Small Structures. It has been determined that the project is not in an environmentally sensitive location; will not have a cumulative effect on the environment; is not on a hazardous waste site; will not cause substantial change in the significance of a historical resource; and will not result in damage to a scenic highway

NOTICES:

NOTICE: The 90 day period in which the applicant may file a protest of the fees, dedications or exactions begins on May 8, 2009.

NOTICE: This subject property is known to contain Coastal sage scrub plant community. Such plant community is habitat for the coastal California gnatcatcher.

The Federal government recently listed the gnatcatcher as a threatened species under the Federal Endangered Species Act of 1973 (16 U.S.C. Section 1531 et seq.). THE LISTING MAY RESULT IN AN APPLICANT'S INABILITY TO PROCEED WITH HIS/HER PROJECT WITHOUT A PERMIT FROM THE FEDERAL GOVERNMENT IF THE SPECIES OR ITS HABITAT ARE PRESENT ON THE PROJECT SITE. It is advisable to contact the United States Fish and Wildlife Service to determine the applicability of the prohibitions under the Act to each applicant's property.

NOTICE: THE ISSUANCE OF THIS PERMIT BY THE COUNTY OF SAN DIEGO DOES NOT AUTHORIZE THE APPLICANT FOR SAID PERMIT TO VIOLATE ANY FEDERAL, STATE, OR COUNTY LAWS, ORDINANCES, REGULATIONS, OR POLICIES INCLUDING, BUT NOT LIMITED TO, THE FEDERAL ENDANGERED SPECIES ACT AND ANY AMENDMENTS THERETO.

NOTICE: Low Impact Development (LID) requirements apply to all priority projects as of March 25, 2008. These requirements can be found at the following link beginning on Page 32, Section 67.812, of the Municipal Stormwater Permit:

<http://www.sdcountry.ca.gov/cob/ordinances/ord9926.doc>

The draft LID Handbook is a source for LID information and is to be utilized by County staff and outside consultants for implementing LID in our region. The handbook gives an overview of LID. Section 2.2 reviews County DPW planning strategies as they relate to requirements from the Municipal Permit. The Fact Sheets in the Appendix may be useful for information on all of the engineered techniques. Additional information can be found in the extensive Literature Index. You can access the Handbook at the following DPLU web address:

<http://www.co.san-diego.ca.us/dplu/docs/LID-Handbook.pdf>

NOTICE: On January 24, 2007, the San Diego Regional Water Quality Control Board (SDRWQCB) issued a new Municipal Stormwater Permit under the National Pollutant Discharge Elimination System (NPDES). The requirements of the Municipal Permit must be implemented beginning March 25, 2008. The Low Impact Development (LID) Best Management Practices (BMP) Requirements of the Municipal Permit can be found at the following link beginning on Page 32, Section 67.812, of the Municipal Stormwater Permit:

<http://www.sdcountry.ca.gov/cob/ordinances/ord9926.doc>

All priority projects must minimize directly connected impervious areas and promote biofiltration. Section 67.812 includes the minimal site design requirements that project applicants must address and implement. These can be summarized into the following four requirements: Disconnect impervious surfaces, Design impervious surfaces to

drain into properly designed pervious areas, Use pervious surfaces wherever appropriate, Implement site design BMPs. The applicant / engineer must determine the applicability and feasibility of each requirement for the proposed project and include them in the project design, unless it can be adequately demonstrated which (if any) of the requirements do not apply.



AGENDA ITEM 7

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	June 1, 2011
SUBMITTED BY:	Mark Watton, General Manager	W.O./G.F. NO:	DIV. NO.
SUBJECT:	Consideration to Nominate Representative to San Diego Local Agency Formation Commission (LAFCO)		

GENERAL MANAGER'S RECOMMENDATION:

That the Board of Directors nominate Director Gary Croucher to the San Diego Local Agency Formation Commission's (LAFCO) Special Districts Advisory Committee and consider nominating a District Representative for a Regular District Member on LAFCO's Commission.

PURPOSE:

To bring to the Board of Directors attention that LAFCO is requesting nominations to fill a Regular District Member seat and nine (9) positions on their Special Districts Advisory Committee (please see Attachment B).

COMMITTEE ACTION: _____

Please see Attachment A.

ANALYSIS:

The terms of a Regular District Member seat and eight positions on the Special District Advisory Committee are expiring in 2011. A ninth position on LAFCO's Advisory Committee is currently vacant with a term expiring in 2012. The LAFCO commissioners and Advisory Committee members serve four-year terms and LAFCO is soliciting nominations for representatives to serve the next four-year terms (through May and October 2015 respectively) and the unexpired term of the vacant Advisory Committee seat.

The Board may nominate a board member representative for the Regular Member seat. LAFCO rules indicate that nominees must be a District officer, but cannot be a member of the legislative body of a city or county. Advisory Committee nominees may be either a District officer or staff member, but may not be a member on LAFCO and the number of candidates and members of the

Advisory Committee representing the same agency shall be limited to one. Director Croucher is an incumbent of the Advisory Committee whose term will expire in October 2011 and he has expressed interest in being reelected to his seat on the Advisory Committee. Attached is his nomination form which will be will be submitted to LAFCO upon the board's consideration (Attachment C).

The deadline for submitting nominations is June 3, 2011. Voting instructions and ballots will be mailed by LAFCO on August 26, 2011.

FISCAL IMPACT: _____

None.

LEGAL IMPACT: _____

None.



General Manager



ATTACHMENT A

SUBJECT/PROJECT:	Consideration to Nominate Representatives to San Diego Local Agency Formation Commission (LAFCO)
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COMMITTEE ACTION:

The Finance, Administration and Communications Committee is scheduled to review this item at a meeting scheduled on May 18, 2011. This attachment will be updated with notes from the committee's discussion at that meeting.



1600 Pacific Highway • Room 452 • San Diego, CA 92101
(619) 531-5400 • FAX (619) 557-4190

San Diego Local Agency Formation Commission

Website: www.sdlafco.org

Chairman April 18, 2011

Carl Hilliard
Councilmember
City of Del Mar

Vice Chairwoman

Dianne Jacob
County Board of
Supervisors

Members

Bill Horn
County Board of
Supervisors

Bud Pocklington
South Bay
Irrigation District

Mark Lewis
Mayor
City of El Cajon

John Ingalls
Santa Fe
Irrigation District

Andrew L. Vanderlaan
Public Member

Lorie Zapf
Councilmember
City of San Diego

Alternate Members

Greg Cox
County Board of
Supervisors

Sherri Lightner
Councilmember
City of San Diego

Jim Janney
Mayor
City of Imperial Beach

Jo MacKenzie
Vista Irrigation District

Harry Mathis
Public Member

Executive Officer

Michael D. Ott

Counsel

Thomas Bosworth

TO: Independent Special Districts in San Diego County

FROM: Executive Officer
Administrative Assistant

SUBJECT: Call for Nominations to the Local Agency Formation Commission and the Special Districts Advisory Committee

Nominations are being solicited for one alternate district member position on the Local Agency Formation Commission (LAFCO), and nine positions on LAFCO's Special Districts Advisory Committee. **The deadline for receipt of all nominations is June 3, 2011.**

LAFCO commissioners serve four-year terms. The term of the incumbent LAFCO alternate district member, Jo MacKenzie, will expire in May 2011; however, she can continue to serve until conclusion of the election/installation proceedings. Ms. MacKenzie has indicated that she will seek reelection to the alternate LAFCO position. The new term of the alternate district member position will expire in May 2015. LAFCO regular and alternate district members must be special district officers who reside within San Diego County, but may not be members of the legislative body of a city or county.

The advisory committee consists of 16 members elected to four-year terms. The terms for eight of the positions will expire in 2011 and there is one vacant position with a term that expires in 2012. The terms of the eight committee members elected in 2011 to fill four-year terms will expire in October 2016. The ninth position will serve the remainder of a term that expires in October 2012. It is not known at this time whether incumbent advisory committee members whose terms expire in 2011 will seek reelection. Please note the following nomination restrictions: (1) members of LAFCO's advisory committee may be either a district officer or staff member, but may not be a member on LAFCO; (2) the number of candidates and members of the advisory committee representing the same agency shall be limited to one. A list of incumbents is attached (**Attachment 1**).

After LAFCO and Special Districts Advisory Committee nominations are received by June 3, 2011, it is anticipated that a candidate's forum will be

held in August 2011, in conjunction with the California Special Districts Association (CSDA) Quarterly Dinner.

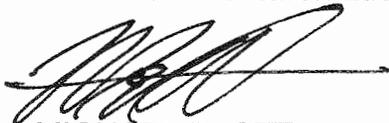
All districts are encouraged to submit nominations. **Please use the attached nomination/resume form (Attachment 2), and be sure that the form specifies whether the nomination is for the LAFCO alternate district member or a Special Districts Advisory Committee member. Only the one-page nomination/resume form will be distributed with the official voting ballot.** The nomination form should be signed by, or with authority of, the district presiding officer. Facsimile (FAX) Copies of nominations are permitted, if necessary, to meet the submission deadline, but an original form must be furnished as soon as possible thereafter. Again, **the deadline for receipt of nominations is June 3, 2011.** Please send nominations to:

Executive Officer
Local Agency Formation Commission
1600 Pacific Highway, Room 452
San Diego, CA 92101

All nominations received by the deadline will be reviewed by a nominating committee. The nominating committee's report and copies of all nomination forms submitted will be included with the ballots and voting instructions. These materials will be mailed on **August 26, 2011.**

As required by the Rules, please acknowledge receipt of this letter calling for nominations by completion and return of the form attached (Attachment 3).

Please call Tamaron Lockett if you have any questions regarding this letter.



MICHAEL D. OTT
Executive Officer



TAMARON LUCKETT
Administrative Assistant

MDO:trl

Attachments (3)

- No. 1: List of Incumbents
- No. 2: Nominations/Resume Form
- No. 3: Acknowledgement of Receipt Form

**2011 LAFCO & SPECIAL DISTRICTS ADVISORY COMMITTEE
CALL FOR NOMINATIONS
LIST OF INCUMBENTS**

Incumbent Alternate LAFCO Special District Member Term Expires

Jo MacKenzie Vista Irrigation District	May 2, 2011 *
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* *The term of the alternate member expires on May 2, 2011, but the incumbent may continue to serve until conclusion of the election proceedings.*

Incumbent Special District Advisory Committee Members Term Expires

Gary Croucher (Otay Water District)	October 21, 2011
Judy Hanson (Leucadia CWD)	October 21, 2011
Larry Jackman (San Miguel Consolidated Fire Protection District)	October 21, 2011
John Pastore (Rancho Santa Fe CSD)	October 21, 2011
Tom Pocklington (Bonita-Sunnyside FPD)	October 21, 2011
Jim Poltl (Vallecitos Water District)	October 21, 2011
Teresa Thomas (South Bay Irrigation District)	October 21, 2011
Kimberly Thorner (Olivenhain Municipal Water District)	October 21, 2011
Gary Arant (Valley Center MWD)	October 19, 2012
Ron Fuller (Alpine FPD)	October 19, 2012
Douglas Humphrey (Resource Conservation District of Greater SD)	October 19, 2012
Margarette Morgan (Vista Fire Protection District)	October 19, 2012
Augie Scalzitti (Padre Dam Municipal Water District)	October 19, 2012
Dennis Shepard (North County Cemetery District)	October 19, 2012
Diana Towne (Rincon del Diablo MWD)	October 19, 2012
Vacant	October 19, 2012

**2011 LAFCO & SPECIAL DISTRICTS
NOMINATION/RESUME**

Date Received by LAFCO _____

NOMINATED BY: _____
District

NAME OF NOMINEE: _____
Address: _____
Phone: _____

NOMINATED FOR: LAFCO ALTERNATE () ADVISORY COMMITTEE ()

DISTRICT EXPERIENCE:

LAFCO EXPERIENCE:

ADDITIONAL INFORMATION:

(Authorized Signature)

**2011 LAFCO & SPECIAL DISTRICTS
NOMINATION/RESUME**

Date Received by LAFCO _____

NOMINATED BY: Otay Water District

NAME OF NOMINEE: Gary Croucher

Address: 2554 Sweetwater Springs Blvd., Spring Valley, CA 91978

Phone: 619-670-2280

NOMINATED FOR: **LAFCO ALTERNATE () ADVISORY COMMITTEE (X)**

DISTRICT EXPERIENCE: Mr. Gary Croucher was appointed to the Board of the Otay Water District in June 2001 by the SD County Board of Supervisors and following his appointment was elected three times to the Division 3 seat in November 2002, 2006 and 2010 for four-year terms. Mr. Croucher has served as President of Otay's Board of Directors three times and has served as one of the District's two representatives to CWA since July 2001. He is chair of Otay's Finance, Administration & Communications Committee, is past chair of its Engineering, Operations & Water Resources Committee, Employee Negotiations Ad Hoc Committee and serves as the alternate representative on the Water Conservation Garden Authority's Board of Directors. As a member of CWA's Board of Directors, Mr. Croucher is co-chair of its Administrative & Finance Committee, has been reappointed several times to its Legislative, Conservation and Outreach Committee and Small Contractor Outreach and Opportunity Program Committee. He is also past chair of CWA's Imported Water Committee, a past member of its Colorado River Programs Committee and Conservation Ad Hoc Committee, and past 2nd Alternate to SANDAG. Mr. Croucher is also a past vice chair of CSDA's San Diego Chapter.

LAFCO EXPERIENCE: Mr. Croucher is currently vice chair of LAFCO's Special Districts Advisory Committee and served as the alternate for Fire Chief Augie Ghio on the LAFCO Task Force on Fire Protection and Emergency Medical Services. He also participated as a Board of Director with the LAFCO Municipal Service Review and has experience at the employee and staff level serving on two (2) separate successful Special District Consolidations which were requested by the agencies.

ADDITIONAL INFORMATION: Mr. Croucher is supported by both Water and Fire Districts and is endorsed by outgoing LAFCO Regular District representative, Mr. Andy Menshek.. Mr. Croucher is a long-time firefighter in San Diego and a resident of Spring Valley. He is the Division Chief for the San Miguel Consolidated Fire Protection District and during his 26 year career as a firefighter, has moved up the ranks from Firefighter, Engineer, Captain and Battalion Chief to his current position as Division Chief. He has also been recognized for numerous achievements including being named Employee of the Year and served as the President of the Executive Board of Directors for Southern Area Fire Equipment Research (SAFER) in 2004.

(Authorized Signature)