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
March 18, 2014
12:00 P.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 DIRECTORS EXPENSES FOR THE 2ND QUARTER OF FY 2014 (BENHAM) [5 minutes]

4. ADOPT RESOLUTION NO. 4231 DESIGNATING SPECIFIC STAFF POSITIONS TO BE AUTHORIZED AS AGENTS TO DEAL WITH THE STATE OF CALIFORNIA, OFFICE OF EMERGENCY SERVICES, ON THE DISTRICT'S BEHALF IN ALL MATTERS PERTAINING TO DISASTER ASSISTANCE (KOEPPEN) [5 minutes]

5. ADOPT RESOLUTION NO. 4232 APPROVING THE FORM OF DOCUMENTS REQUIRED FOR EXTENDING THE LETTER OF CREDIT WITH UNION BANK FOR THE 1996 VARIABLE RATE CERTIFICATES OF PARTICIPATION; AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE RELATED FIRST AMENDMENT TO THE REIMBURSEMENT AGREEMENT AND THE UNION BANK FEE LETTER [KOEPPEN] (5 minutes)

6. ADOPT RESOLUTION NO. 4228, AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A REMARKETING AGREEMENT WITH MITSUBISHI UFJ SECURITIES (USA), INC. TO ACT AS THE DISTRICT'S REMARKETING AGENT FOR ITS 1996 VARIABLE RATE CERTIFICATES OF PARTICIPATION (KOEPPEN) [5 minutes]

7. FY 2014 MID-YEAR STRATEGIC PLAN AND PERFORMANCE MEASURES REPORT (STEVENS) [15 minutes]

8. ADJOURNMENT

BOARD MEMBERS ATTENDING:
Mitch Thompson, Chair
Jose Lopez

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

The Agenda, and any attachments containing written information, are available at the District's website at www.otaywater.gov. 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 March 14, 2014 I posted a copy of the foregoing agenda near the regular meeting place of the Board of Directors of Otay Water District, said time being at least 24 hours in advance of the meeting of the Board of Directors (Government Code Section §54954.2).

Executed at Spring Valley, California on March 14, 2014.

_____/s/_ Susan Cruz, District Secretary _____

AGENDA ITEM 3

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	April 2, 2014
		PROJECT:	DIV. NO. All
SUBMITTED BY:	Wales Benham Senior Accountant		
APPROVED BY:	☒ Joseph R. Beachem, Chief Financial Officer ☒ German Alvarez, Assistant General Manager ☒ Mark Watton, General Manager		
SUBJECT:	Director's Expenses for the 2nd Quarter of Fiscal Year 2014		

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 2nd quarter of Fiscal Year 2014.

ANALYSIS:

The Directors' expense information is being presented in order to comply with Otay's Board of Directors Policy 8, requiring staff to create a quarterly report showing expenses for the Directors. In addition, California Government Code Section 53065.5 requires special districts, at least annually, to disclose any reimbursement paid by a district within the immediately preceding fiscal year. The disclosure requirement shall be fulfilled by including the reimbursement information in a document published or printed, at least annually by

a date determined by that district, and shall be made available for public inspection. (See Attachment B for the Summary and C-H for Details.)

FISCAL IMPACT:

None.

STRATEGIC GOAL:

Prudently manage District funds.

LEGAL IMPACT:

Compliance with state law.

Attachments: Attachment A Committee Action
Attachment B Director’s Expenses and per Diems
Attachment C-H Director’s Expenses Detail

ATTACHMENT A

SUBJECT/PROJECT:	Director's Expenses for the 2nd Quarter of Fiscal Year 2014

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.

ATTACHMENT B

BOARD OF DIRECTORS' EXPENSES AND PER-DIEMS

FINANCE, ADMINISTRATION AND COMMUNICATIONS COMMITEE MEETING

March 18, 2014

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

- Fiscal Year 2014, 2nd Quarter.
- The expenses are shown in detail by Board member, month and expense type.
- This presentation is in alphabetical order.
- This information is to be presented to the Finance, Administration, and Communications Committee on March 18, 2014.

Board of Directors' Expenses and Per-Diems
Fiscal Year 2014 Quarter 2 (Oct 2013 - Dec 2013)

Director Croucher	$400.00
Director Gonzalez	$1,607.19
Director Lopez	$1,545.77
Director Robak	$20.00
Director Thompson	$1,186.46
Total	**$4,759.42**

Director Croucher

Fiscal Year 2014 Quarter 2

	Oct 2013	Nov 2013	Dec 2013
Business Meetings	0.00	0.00	0.00
Director's Fees	100.00	100.00	200.00
Mileage Business	0.00	0.00	0.00
Conferences and Seminars	0.00	0.00	0.00
Travel	0.00	0.00	0.00
Monthly Totals	**100.00**	**100.00**	**200.00**
Quarterly Total			**$400.00**

Fiscal Year-to-Date 2014 (Jul 2013-Dec 2013)	**$600.00**

Meetings Attended	1	1	2
Meetings Paid	1	1	2

Director Gonzalez

Fiscal Year 2014 Quarter 2

	Oct 2013	Nov 2013	Dec 2013
Business Meetings	0.00	0.00	0.00
Director's Fees	200.00	400.00	100.00
Mileage Business	0.00	138.39	0.00
Conferences and Seminars	0.00	600.00	0.00
Travel	0.00	168.80	0.00
Monthly Totals	**200.00**	**1,307.19**	**100.00**
Quarterly Total			**$1,607.19**

Fiscal Year-to-Date 2014 (Jul 2013-Dec 2013)	**$4,221.25**

Meetings Attended	4	4	1
Meetings Paid	2	4	1

Director Lopez

Fiscal Year 2014 Quarter 2

	Oct 2013	Nov 2013	Dec 2013
Business Meetings	0.00	0.00	0.00
Director's Fees	500.00	400.00	500.00
Mileage Business	6.78	40.68	19.21
Mileage Commuting	33.90	22.60	22.60
Conferences, Seminars, and Travel	0.00	0.00	0.00
Monthly Totals	**540.68**	**463.28**	**541.81**
Quarterly Total			**$1,545.77**

Fiscal Year-to-Date 2014 (Jul 2013-Dec 2013)	**$3,894.51**

Meetings Attended	6	5	7
Meetings Paid	5	4	5

Director Robak

Fiscal Year 2014 Quarter 2

	Oct 2013	Nov 2013	Dec 2013
Business Meetings	0.00	0.00	20.00
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
Conferences, Seminars, and Travel	0.00	0.00	0.00
Monthly Totals	**0.00**	**0.00**	**0.00**
Quarterly Total			**$20.00**

Fiscal Year-to-Date 2014 (Jul 2013-Dec 2013)	**$666.42**

Meetings Attended	1	3	2
Meetings Paid	0	0	0

Director Thompson

Fiscal Year 2014 Quarter 2

	Oct 2013	Nov 2013	Dec 2013
Business Meetings	0.00	0.00	13.00
Director's Fees	600.00	100.00	300.00
Mileage Business	65.54	0.00	19.78
Mileage Commuting	44.07	14.69	29.38
Conferences, Seminars, and Travel	0.00	0.00	0.00
Monthly Totals	**709.61**	**114.69**	**362.16**
Quarterly Total			**$1,186.46**

Fiscal Year-to-Date 2014 (Jul 2013-Dec 2013)	**$2,762.18**

Meetings Attended	7	3	4
Meetings Paid	6	1	3

Board of Directors' Expenses and Per Diems
Fiscal Year 2014 to Date (Jul 2013 - Dec 2013)

Director Croucher	$600.00
Director Gonzalez	$4,221.25
Director Lopez	$3,894.51
Director Robak	$666.42
Director Thompson	$2,762.18
Total	**$12,144.36**

Board of Directors' Expenses and Per Diems
Fiscal Year 2014 **Projected** (July 2013- June 2014)

Director Croucher	$1,200.00
Director Gonzalez	$8,400.00
Director Lopez	$7,800.00
Director Robak	$1,300.00
Director Thompson	$5,400.00
Total	**$24,100.00**

Based on six months of actuals

ATTACHMENT C

OTAY WATER DISTRICT
ADMINISTRATIVE EXPENSES - BOARD
July 1, 2013 -December 31, 2013

		Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Total
		1	2	3	4	5	6	7	8	9	10	11	12	
GARY D. CROUCHER (DETAILED IN SECTION D):														
5214	Business Meetings	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5281	Director's Fees	-	100.00	100.00	100.00	100.00	200.00	-	-	-	-	-	-	600.00
5211	Mileage - Business	-	-	-	-	-	-	-	-	-	-	-	-	-
5211	Mileage - Commuting	-	-	-	-	-	-	-	-	-	-	-	-	-
5213	Seminars and Conferences	-	-	-	-	-	-	-	-	-	-	-	-	-
5212	Travel	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total	$ -	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 200.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 600.00
DAVID GONZALEZ (DETAILED IN SECTION E):														
5214	Business Meetings	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5281	Director's Fees	300.00	200.00	200.00	200.00	400.00	100.00	-	-	-	-	-	-	1,400.00
5211	Mileage - Business	-	-	-	-	138.39	-	-	-	-	-	-	-	138.39
5211	Mileage - Commuting	-	-	-	-	-	-	-	-	-	-	-	-	-
5213	Seminars and Conferences	-	-	1,040.00	-	600.00	-	-	-	-	-	-	-	1,640.00
5212	Travel	-	-	874.06	-	168.80	-	-	-	-	-	-	-	1,042.86
	Total	$ 300.00	$ 200.00	$ 2,114.06	$ 200.00	$ 1,307.19	$ 100.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,221.25
JOSE LOPEZ (DETAILED IN SECTION F):														
5214	Business Meetings	$ -	$ 225.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 225.00
5281	Director's Fees	400.00	800.00	700.00	500.00	400.00	500.00	-	-	-	-	-	-	3,300.00
5211	Mileage - Business	-	83.62	3.39	6.78	40.68	19.21	-	-	-	-	-	-	153.68
5211	Mileage - Commuting	45.20	22.60	68.93	33.90	22.60	22.60	-	-	-	-	-	-	215.83
5213	Seminars and Conferences	-	-	-	-	-	-	-	-	-	-	-	-	-
5212	Travel	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total	$ 445.20	$ 1,131.22	$ 772.32	$ 540.68	$ 463.28	$ 541.81	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,894.51
MARK ROBAK (DETAILED IN SECTION G):														
5214	Business Meetings	$ 20.00	$ -	$ 75.00	$ -	$ -	$ 20.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 115.00
5281	Director's Fees	100.00	200.00	200.00	-	-	-	-	-	-	-	-	-	500.00
5211	Mileage - Business	3.39	34.47	6.78	-	-	-	-	-	-	-	-	-	44.64
5211	Mileage - Commuting	2.26	2.26	2.26	-	-	-	-	-	-	-	-	-	6.78
5213	Seminars and Conferences	-	-	-	-	-	-	-	-	-	-	-	-	-
5212	Travel	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total	$ 125.65	$ 236.73	$ 284.04	$ -	$ -	$ 20.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 666.42
MITCHELL THOMPSON (DETAILED IN SECTION H):														
5214	Business Meetings	$ -	$ -	$ -	$ -	$ -	$ 13.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 13.00
5281	Director's Fees	200.00	500.00	700.00	600.00	100.00	300.00	-	-	-	-	-	-	2,400.00
5211	Mileage - Business	41.81	6.78	38.99	65.54	-	19.78	-	-	-	-	-	-	172.90
5211	Mileage - Commuting	14.69	29.38	44.07	44.07	14.69	29.38	-	-	-	-	-	-	176.28
5213	Seminars and Conferences	-	-	-	-	-	-	-	-	-	-	-	-	-
5212	Travel	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total	$ 256.50	$ 536.16	$ 783.06	$ 709.61	$ 114.69	$ 362.16	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,762.18
TOTALS:														
5214	**Business Meetings**	**$ 20.00**	**$ 225.00**	**$ 75.00**	**-**	**-**	**33.00**	**-**	**-**	**-**	**-**	**-**	**-**	**$ 353.00**
5281	**Director's Fees**	**1,000.00**	**1,800.00**	**1,900.00**	**1,400.00**	**1,000.00**	**1,100.00**	**-**	**-**	**-**	**-**	**-**	**-**	**8,200.00**
5211	**Mileage - Business**	**45.20**	**124.87**	**49.16**	**72.32**	**179.07**	**38.99**	**-**	**-**	**-**	**-**	**-**	**-**	**509.61**
5211	**Mileage - Commuting**	**62.15**	**54.24**	**115.26**	**77.97**	**37.29**	**51.98**	**-**	**-**	**-**	**-**	**-**	**-**	**398.89**
5213	**Seminars and Conferences**	**-**	**-**	**1,040.00**	**-**	**600.00**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,640.00**
5212	**Travel**	**-**	**-**	**874.06**	**-**	**168.80**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,042.86**
	Total	**$ 1,127.35**	**$ 2,204.11**	**$ 4,053.48**	**$ 1,550.29**	**$ 1,985.16**	**$ 1,223.97**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 12,144.36**

OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2013 THROUGH DECEMBER 31, 2013

DIRECTOR'S NAME: CROUCHER, GARY

ATTACHMENT D

SECTION D

Account Name	Date	Descriptions	Amount
Director's Fee	8/20/2013	ENGINEERING AND OPERATIONS COMMITTEE MEETING	$ 100.00
	9/4/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	10/2/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	11/15/2013	SPECIAL DISTRICTS ADVISORY COMMITTEE MEETING - LAFCO	100.00
	12/9/2013	ENGINEERING AND OPERATIONS COMMITTEE MEETING	100.00
	12/20/2013	SPECIAL DISTRICTS ADVISORY COMMITTEE MEETING - LAFCO	100.00
Director's Fee Total			**600.00**
Grand Total			**$600.00**

OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2013 THROUGH DECEMBER 31, 2013

DIRECTOR'S NAME: **GONZALEZ, DAVID**

ATTACHMENT E

SECTION E

Account Name	Date	Descriptions	Amount
Director's Fee	7/3/2013	REGULAR BOARD OF DIRECTORS MEETING	$ 100.00
	7/19/2013	COMMITTEE AGENDA BRIEFING	100.00
	7/24/2013	COMMITTEE MEETING	100.00
	8/7/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	8/20/2013	ENGINEERING AND OPERATIONS COMMITTEE MEETING	100.00
	9/4/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	9/23/2013	ENGINEERING AND OPERATIONS COMMITTEE MEETING	100.00
	10/2/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	10/23/2013	ENGINEERING AND OPERATIONS COMMITTEE MEETING	100.00
	11/6/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	11/17/2013	SPECIAL DISTRICT LEARDERSHIP ACADEMY CONFERENCE	100.00
	11/18/2013	SPECIAL DISTRICT LEARDERSHIP ACADEMY CONFERENCE	100.00
	11/19/2013	SPECIAL DISTRICT LEARDERSHIP ACADEMY CONFERENCE	100.00
	12/9/2013	ENGINEERING AND OPERATIONS COMMITTEE MEETING	100.00
Director's Fee Total			**1,400.00**
Mileage - Business	11/17/2013	CAR RENTAL - SPECIAL DISTRICT LEADERSHIP ACADEMY NOV. 17-19, 2013	138.39
Mileage - Business Total			**138.39**
Travel	9/24/2013	AIRFARE TO HOUSTON TEXAS - WATER & ENERGY CONFERENCE	338.20
	9/26/2013	LODGING - ENERGY CONFERENCE, HOUSTON TEXAS ON 9/25-9/26/2013	535.86
	11/17/2013	AIRFARE TO OAKLAND CALIFORNIA - SPECIAL DISTRICT LEADERSHIP ACADEMY CONFERENCE	168.80
Travel Total			**1,042.86**
Conferences and Seminars	9/5/2013	REGISTRATION - MEXICAN AMERICAN BUSINESS PROFESSIONALS ASSOC. MEETING HELD ON SEPTEMBER 5, 2013	25.00
	9/6/2013	REGISTRATION - ALBONDIGAS MONTHLY MEETING SEPTEMBER 6, 2013	15.00
	9/25/2013	REGISTRATION - SEPT 25-26, 2013 WATER & ENERGY CONFERENCE	1,000.00
	11/19/2013	REGISTRATION-SPECIAL DISTRICT LEARDERSHIP ACADEMY CONFERENCE (NOV.17-19, 2013)	600.00
Conferences and Seminars Total			**1,640.00**
Grand Total			**$ 4,221.25**

OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2013 THROUGH DECEMBER 31, 2013

DIRECTOR'S NAME: LOPEZ, JOSE

ATTACHMENT F

SECTION F

Account Name	Date	Descriptions	Amount
Director's Fee	7/3/2013	REGULAR BOARD OF DIRECTORS MEETING	$ 100.00
	7/11/2013	MEETING WITH DISTRICT'S AUDITOR - DAVID FOREMAN	100.00
	7/19/2013	COMMITTEE AGENDA BRIEFING	100.00
	7/23/2013	FINANCE AND ADMINISTRATIVE COMMITTEE MEETING	100.00
	8/1/2013	BOARD AGENDA BRIEFING - GENERAL MANAGER & COUNSEL	100.00
	8/7/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	8/9/2013	SEMINAR "BOARD ROLE IN FINANCE & FISCAL ACCOUNTABILITY"	100.00
	8/13/2013	WEBINAR "UNDERSTANDING BOARD MEMBER & DISTRICT LIABILITY"	100.00
	8/14/2013	AGENDA DEVELOPER FOR JOINT WATER SUMMIT MEETING	100.00
	8/21/2013	FINANCE AND ADMINISTRATIVE COMMITTEE MEETING	100.00
	8/27/2013	JOINT WATER SUMMIT MEETING	100.00
	8/30/2013	BOARD AGENDA BRIEFING - GENERAL MANAGER & COUNSEL	100.00
	9/4/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	9/11/2013	WATER CONSERVATION GARDEN COMMITTEE MEETING	100.00
	9/17/2013	FINANCE AND ADMINISTRATIVE COMMITTEE MEETING	100.00
	9/23/2013	ENGINEERING AND OPERATIONS COMMITTEE MEETING	100.00
	9/25/2013	JOHN BOLTHOUSE - WATER CONSERVATION GARDEN	100.00
	9/26/2013	DESALINATION MEETING IN TIJUANA	100.00
	9/27/2013	BOARD AGENDA BRIEFING - GENERAL MANAGER & COUNSEL	100.00
	10/2/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	10/18/2013	COMMITTEE AGENDA BRIEFING	100.00
	10/22/2013	FINANCE AND ADMINISTRATIVE COMMITTEE MEETING	100.00
	10/23/2013	ENGINEERING AND OPERATIONS COMMITTEE MEETING	100.00
	10/31/2013	BOARD AGENDA BRIEFING - GENERAL MANAGER & COUNSEL	100.00
	11/2/2013	BAJA CALIORNIA GOVERNOR'S INAUGURATION (MEXICALI)	100.00
	11/6/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	11/15/2013	WATER CONSERVATION GARDEN COMMITTEE MEETING - DONOR APPRECIATION DAY	100.00
	11/21/2013	QUARTERLY MEETING - DAN MCALLISTER SPEAKER	100.00
	12/6/2013	COMMITTEE AGENDA BRIEFING	100.00
	12/10/2013	FINANCE AND ADMINISTRATIVE COMMITTEE MEETING	100.00
	12/11/2013	WATER CONSERVATION GARDEN COMMITTEE MEETING	100.00
	12/17/2013	MEETING WITH JOHN BOLTHOUSE AT WATER CONSERVATION GARDEN	100.00
	12/20/2013	COMMITTEE AGENDA BRIEFING	100.00
Director's Fee Total			**3,300.00**

OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2013 THROUGH DECEMBER 31, 2013

DIRECTOR'S NAME: **LOPEZ, JOSE**

ATTACHMENT F

SECTION F

Account Name	Date	Descriptions	Amount
Mileage - Commuting	7/31/2013	MEETING - JULY 3, 11,19, & 23 2013	45.20
	8/31/2013	MEETING - AUG. 7 & 21, 2013	22.60
	9/30/2013	MEETING - SEPTEMBER 4, 11,17, 23, 25, & 26 2013	68.93
	10/31/2013	MEETING - OCTOBER 2, 22, & 23, 2013	33.90
	11/30/2013	MEETING - NOVEMBER 2 & 6, 2013	22.60
	12/31/2013	MEETING - DECEMBER 10, & 17 2013	22.60
Mileage - Commuting Total			**215.83**
Mileage - Business	8/31/2013	MEETING - AUG. 1, 9, 14, 27 & 30, 2013	83.62
	9/27/2013	MEETING - SEPTEMBER 27, 2013	3.39
	10/31/2013	MEETING - OCTOBER 18 & 31, 2013	6.78
	11/30/2013	MEETING - NOVEMBER 6, 15 & 21, 2013	40.68
	12/31/2013	MEETING - DECEMBER 6, 11 & 20 2013	19.21
Mileage - Business Total			**153.68**
Business meetings	8/9/2013	CALIFORNIA SPECIAL DISTRICT	225.00
Business meetings Total			**225.00**
Grand Total			**3,894.51**

OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2013 THROUGH DECEMBER 31, 2013

DIRECTOR'S NAME: CROUCHER, GARY

ATTACHMENT D

SECTION D

Account Name	Date	Descriptions	Amount
Director's Fee	**8/20/2013**	ENGINEERING AND OPERATIONS COMMITTEE MEETING	$ 100.00
	9/4/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	10/2/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	11/15/2013	SPECIAL DISTRICTS ADVISORY COMMITTEE MEETING - LAFCO	100.00
	12/9/2013	ENGINEERING AND OPERATIONS COMMITTEE MEETING	100.00
	12/20/2013	SPECIAL DISTRICTS ADVISORY COMMITTEE MEETING - LAFCO	100.00
Director's Fee Total			**600.00**
Grand Total			**$600.00**

OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2013 THROUGH DECEMBER 31, 2013

DIRECTOR'S NAME: **LOPEZ, JOSE**

ATTACHMENT F

SECTION F

Account Name	Date	Descriptions	Amount
Director's Fee	7/3/2013	REGULAR BOARD OF DIRECTORS MEETING	$ 100.00
	7/11/2013	MEETING WITH DISTRICT'S AUDITOR - DAVID FOREMAN	100.00
	7/19/2013	COMMITTEE AGENDA BRIEFING	100.00
	7/23/2013	FINANCE AND ADMINISTRATIVE COMMITTEE MEETING	100.00
	8/1/2013	BOARD AGENDA BRIEFING - GENERAL MANAGER & COUNSEL	100.00
	8/7/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	8/9/2013	SEMINAR "BOARD ROLE IN FINANCE & FISCAL ACCOUNTABILITY"	100.00
	8/13/2013	WEBINAR "UNDERSTANDING BOARD MEMBER & DISTRICT LIABILITY"	100.00
	8/14/2013	AGENDA DEVELOPER FOR JOINT WATER SUMMIT MEETING	100.00
	8/21/2013	FINANCE AND ADMINISTRATIVE COMMITTEE MEETING	100.00
	8/27/2013	JOINT WATER SUMMIT MEETING	100.00
	8/30/2013	BOARD AGENDA BRIEFING - GENERAL MANAGER & COUNSEL	100.00
	9/4/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	9/11/2013	WATER CONSERVATION GARDEN COMMITTEE MEETING	100.00
	9/17/2013	FINANCE AND ADMINISTRATIVE COMMITTEE MEETING	100.00
	9/23/2013	ENGINEERING AND OPERATIONS COMMITTEE MEETING	100.00
	9/25/2013	JOHN BOLTHOUSE - WATER CONSERVATION GARDEN	100.00
	9/26/2013	DESALINATION MEETING IN TIJUANA	100.00
	9/27/2013	BOARD AGENDA BRIEFING - GENERAL MANAGER & COUNSEL	100.00
	10/2/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	10/18/2013	COMMITTEE AGENDA BRIEFING	100.00
	10/22/2013	FINANCE AND ADMINISTRATIVE COMMITTEE MEETING	100.00
	10/23/2013	ENGINEERING AND OPERATIONS COMMITTEE MEETING	100.00
	10/31/2013	BOARD AGENDA BRIEFING - GENERAL MANAGER & COUNSEL	100.00
	11/2/2013	BAJA CALIORNIA GOVERNOR'S INAUGURATION (MEXICALI)	100.00
	11/6/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	11/15/2013	WATER CONSERVATION GARDEN COMMITTEE MEETING - DONOR A	100.00
	11/21/2013	QUARTERLY MEETING - DAN MCALLISTER SPEAKER	100.00
	12/6/2013	COMMITTEE AGENDA BRIEFING	100.00
	12/10/2013	FINANCE AND ADMINISTRATIVE COMMITTEE MEETING	100.00
	12/11/2013	WATER CONSERVATION GARDEN COMMITTEE MEETING	100.00
	12/17/2013	MEETING WITH JOHN BOLTHOUSE AT WATER CONSERVATION GAR	100.00
	12/20/2013	COMMITTEE AGENDA BRIEFING	100.00
Director's Fee Total			**3,300.00**

OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2013 THROUGH DECEMBER 31, 2013

DIRECTOR'S NAME: LOPEZ, JOSE

ATTACHMENT F

SECTION F

Account Name	Date	Descriptions	Amount
Mileage - Commutir	7/31/2013	MEETING - JULY 3, 11,19, & 23 2013	45.20
	8/31/2013	MEETING - AUG. 7 & 21, 2013	22.60
	9/30/2013	MEETING - SEPTEMBER 4, 11,17, 23, 25, & 26 2013	68.93
	10/31/2013	MEETING - OCTOBER 2, 22, & 23, 2013	33.90
	11/30/2013	MEETING - NOVEMBER 2 & 6, 2013	22.60
	12/31/2013	MEETING - DECEMBER 10, & 17 2013	22.60
Mileage - Commuting Total			**215.83**
Mileage - Business	8/31/2013	MEETING - AUG. 1, 9, 14, 27 & 30, 2013	83.62
	9/27/2013	MEETING - SEPTEMBER 27, 2013	3.39
	10/31/2013	MEETING - OCTOBER 18 & 31, 2013	6.78
	11/30/2013	MEETING - NOVEMBER 6, 15 & 21, 2013	40.68
	12/31/2013	MEETING - DECEMBER 6, 11 & 20 2013	19.21
Mileage - Business Total			**153.68**
Business meetings	8/9/2013	CALIFORNIA SPECIAL DISTRICT	225.00
Business meetings Total			**225.00**
Grand Total			**3,894.51**

OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2013 THROUGH DECEMBER 31, 2013

DIRECTOR'S NAME: **ROBAK, MARK**

ATTACHMENT G

SECTION G

Account Name	Date	Descriptions	Amount
Director's Fee	7/3/2013	REGULAR BOARD OF DIRECTORS MEETING	$ 100.00
	8/7/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	8/20/2013	COUNCIL OF WATER UTILITIES	100.00
	9/4/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	9/12/2013	SDCWA - DISCUSSION OF BAY DELTA ALTERNATIVES	100.00
Director's Fee Total			**500.00**
Mileage - Commuting	7/31/2013	MEETING - JULY 3, 2013	2.26
	8/31/2013	MEETING - AUG. 7, 2013	2.26
	9/30/2013	MEETING - SEPT. 4, 2013	2.26
Mileage - Commuting Total			**6.78**
Mileage - Business	7/31/2013	MEETING - JULY 3, 2013	3.39
	8/31/2013	MEETING - AUG. 7 & 20, 2013	34.47
	9/30/2013	MEETING - SEPT. 4 & 12, 2013	6.78
Mileage - Business Total			**44.64**
Business meetings	7/1/2013	SD EAST COUNTY CHAMBER OF COMMERCE FIRST FRIDAY JULY 2013	20.00
	9/17/2013	COUNCIL OF WATER UTILITIES	50.00
	9/25/2013	REGISTRATION - SD EAST COUNTY CHAMBER OF COMMERECE	25.00
	12/4/2013	EAST COUNTY CHAMBER OF COMMERCE	20.00
Business meetings Total			**115.00**
Grand Total			**$ 666.42**

OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2013 THROUGH DECEMBER 31, 2013

DIRECTOR'S NAME: THOMPSON, MITCHELL

ATTACHMENT H

SECTION H

Account Name	Date	Descriptions	Amount
Director's Fee	7/3/2013	REGULAR BOARD OF DIRECTORS MEETING	$ 100.00
	7/16/2013	COUNCIL OF SD COUNTY WATER AGENCIES MONTHLY MEETING	100.00
	8/7/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	8/13/2013	MEETING WITH SWEETWATER AND OTAY WATER DISTRICT	100.00
	8/21/2013	FINANCE AND ADMINISTRATIVE COMMITTEE MEETING	100.00
	8/27/2013	JOINT WATER SUMMIT MEETING	100.00
	8/28/2013	SEXUAL HARRASSMENT FOR SUPERVISORS TRAINING	100.00
	9/3/2013	AB1234 ETHICS TRAINING FOR PUBLIC OFFICIALS	100.00
	9/4/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	9/11/2013	WATER CONSERVATION GARDEN COMMITTEE MEETING	100.00
	9/13/2013	AGENDA BREIFING MEETING	100.00
	9/17/2013	FINANCE AND ADMINISTRATIVE COMMITTEE MEETING	100.00
	9/23/2013	REDEVELOPMENT OVERSIGHT BOARD MEETING	100.00
	9/25/2013	JOHN BOLTHOUSE - WATER CONSERVATION GARDEN	100.00
	10/2/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	10/3/2013	CALIFORNIA DESAL CONFERENCE	100.00
	10/4/2013	CALIFORNIA DESAL CONFERENCE	100.00
	10/18/2013	COLORADO RIVER AQUEDUCT TOUR	100.00
	10/19/2013	COLORADO RIVER AQUEDUCT TOUR	100.00
	10/22/2013	FINANCE AND ADMINISTRATIVE COMMITTEE MEETING	100.00
	11/6/2013	REGULAR BOARD OF DIRECTORS MEETING	100.00
	12/10/2013	FINANCE AND ADMINISTRATIVE COMMITTEE MEETING	100.00
	12/11/2013	WATER CONSERVATION GARDEN COMMITTEE MEETING	100.00
	12/17/2013	MEETING WITH J. BOLTHOUSE	100.00
Director's Fee Total			**2,400.00**

OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2013 THROUGH DECEMBER 31, 2013

DIRECTOR'S NAME: **THOMPSON, MITCHELL**

ATTACHMENT H

SECTION H

Account Name	Date	Descriptions	Amount
Mileage - Commuting	7/31/2013	MEETING - JULY 3, 2013	14.69
	8/31/2013	MEETING - AUGUST 7 & 21, 2013	29.38
	9/30/2013	MEETING - SEPTEMBER 4, 17, & 25, 2013	44.07
	10/31/2013	MEETING - OCTOBER 2, 21 & 22 2013	44.07
	11/6/2013	MEETING - NOVEMBER 6, 2013	14.69
	12/31/2013	MEETING - DECEMBER 10 & 17 2013	29.38
Mileage - Commuting Total			**176.28**
Mileage - Business	7/31/2013	MEETING - JULY 16, 2013	41.81
	8/31/2013	MEETING - AUGUST 13 & 27, 2013	6.78
	9/30/2013	MEETING - SEPTEMBER 11,13, 23, & 26 2013	38.99
	10/31/2013	MEETING - OCTOBER 3, 4, 18 & 19 2013	65.54
	12/31/2013	MEETING - DECEMBER 11, 2013	19.78
Mileage - Business Total			**172.90**
Business meetings	12/6/2013	CHULA VISTA MAYOR'S FIRST FRIDAY BREAKFAST	13.00
Grand Total			**$ 2,762.18**

AB 000 · 1B 3000 · 2101 · 528101 300.00

EXHIBIT B

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

Pay To: Gary Croucher

Period Covered:

Employee Number: 7011

From: Aug 8 **To:** Oct

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
1	8/20	Committee	E.O Committee	⊖	⊖
2	9/4	Board	Sept Board Meeting	⊖	⊖
3	10/2	Board	Oct Board Meeting	⊖	⊖
4					
5					
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7					
8					
9			Per Diems		
10			0 *		
11			3 ×		
12			100.00 =		
13			300.00 *		
14					
15					
16					
17					
18					

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

Total Mileage Claimed: ⊖ **miles**

Done

(Director's Signature)

GM Receipt:

Date: 10/9/2013

'13 OCT 14 AM 10:00

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: $

AB 000 · 1B3000 - 2101 · 528101 400.00

EXHIBIT B

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

Pay To: Gary Croucher **Period Covered:**

Employee Number: 7011 **From:** 11-1-13 **To:** 1-7-14

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
1					
✓ 2	NOV 15	LAFCO	SPECIAL ~~DISTRICTS~~ DISTRICTS Advisory Committee OTAY REP		
✓ 3	DEC 9	Committee	E & O Committee		
✓ 4	DEC 20	LAFCO	Spec District Advisory to LAFCO OTAY REP		
✓ 5	Jan 7	Board	Jan Board Meeting		
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17					
18					

Per Items

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

Total Mileage Claimed: _____ miles

✓ Done

(Director's Signature)

GM Receipt: _____ **Date:** 1-8/14

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: $_____

NA 1-14-14

'14 JAN 9 PM 2:18

AB000·1B1000·2101·528101 200.00

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

Pay To: David Gonzalez **Period Covered:**

Employee Number: 1796 **From:** 10/1/13 **To:** 10/31/13

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
✓1.	10/2/13	OWD*	Board Meeting		
2.	10/10/13	WEF	Webinar: Cost of Over-Treating Reclaimed Water: Evaluation of Potable & Non-Potable Reuse Treatment		
3.	10/17/13	City of National City	National City Mayor State of the City Address		
✓4.	10/23/13	OWD*	Engineering Operations & Water Resources Committee		
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17.					

Total Meeting Per Diem: $200.00
($100 per meeting)

Total Mileage Claimed: 0 **miles**

✓done

(Director's Signature)

GM Receipt: _____ **Date:** 11/7/2013

3 NOV 15 AM 12:03

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: $_____

EXHIBIT B

rec'd 1/15/14

OTAY WATER DISTRICT

BOARD OF DIRECTORS

PER-DIEM AND MILEAGE CLAIM FORM

Pay To: David Gonzalez

Period Covered:

Employee Number: 1796

From: 11/1/2013 To: 11/30/2013

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
1	11/6	OWD	OWD Regular Board Meeting		
2	11/17	Special District Leadership Academy	Special District Leadership Academy Conference		
3	11/18	Special District Leadership Academy	Special District Leadership Academy Conference		
4	11/19	Special District Leadership Academy	Special District Leadership Academy Conference		
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					400.00*
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Total Meeting Per Diem: $400.00
($100 per meeting)

Total Mileage Claimed: _____ **miles**

(Director's Signature)

GM Receipt: _____ **Date:** 1/21/2014

'14 JAN 24 PM 12:32

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: $_____

INSTRUCTIONS ON REVERSE

1-24-14

AM000 - 1B1000 . 2101 . 528101 100.00

OTAY

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

Pay To: David Gonzalez

Period Covered:

Employee Number: 1796

From: 12/01/2014 **To:** 12/31/2014

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
1.	12/09		EO COMMITTEE MEETING		
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Per Diems

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

Total Mileage Claimed: _____ miles

(Director's Signature)

GM Receipt:

Date: 2/18/2014

done

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: $_____

'14 FEB 21 PM 12:21

AB000-1B4000.2101.528101
AB000-1B4000.2101.521102

EXHIBIT B

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

Pay To: Jose Lopez

Period Covered:

Employee Number: 7010

From: 10/01/13 **To:** ~~10/31/13~~ 10/31/13

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
1.	10/02	OWD	Regular Board meeting	20	
2.	10/03	JPA	Metro Commission (No charge)		
3.	10/18	OWD	Committee Agenda Briefing GM		6
4.	10/22	OWD	Finance, Admin & Communications Committee	20	
5.	10/23	OWD	Engineering and Operations Committee	20	
6.	10/31	OWD	Board Agenda Briefing - Gen Mgr. & Counsel		6
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33.9*

Per diem
Mileage

Total Meeting Per Diem: $500
($100 per meeting)

Total Mileage Claimed: 72 **miles**

done ✓

(Director's Signature)

GM Reciept:

Date: 11/7/2013

'13 NOV 13 PM 12:33

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: $

AB000 · 1B4000 · 2101 · 528101 400.00
AB000 · 1B4000 · 2101 · 521102 22.60

EXHIBIT B

recv'd 1/15/14 GL

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

Pay To: Jose Lopez

Period Covered:

Employee Number: 07010

From: 11/01/13 **To:** 11/30/13

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
1.	11/02	OWD	Baja CaliforniaGovernor's Inaugation (Mexicali)	20	
2.	11/06	OWD	CILA/IBWC Desal Tijuana (No Charge)		5
3.	11/06	OWD	OWD Regular Board Meeting	20	
4.	11/15	JPA	Water Conservation Garden-~~Vendor~~ Donor Appreciation		24
5.	11/21	CSDA	Quarterly mtg- Dan McAlister speaker		42
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40 ×
0.5550 =
22.6 *

Per diems

Mi. Log

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

Total Mileage Claimed: 111 **miles**

W
RD
1-24-14

(Director's Signature)

GM Reciept:

Date: 1/21/2014

✓done

14 JAN 24 PM 12:22

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: $

AB000.1B4000.2101.521102 22.40

EXHIBIT B

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

rec'd 1/15/14

Pay To: Jose Lopez

Period Covered:

Employee Number: 07010

From: 12/01/13 To: 12/31/13

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
1.	12/05	JPA	SD Metro Commission -Wastewater (No Charge)		
2.	12/06	OWD	OWD Committee Agenda Briefing		5
3.	12/07	OWD	OWD Holiday Dinner (No Charge)		
4.	12/10	OWD	Finance & Admin Committee meeting	20	
5.	12/11	JPA	Water Conservation Garden		24
6.	12/17	OWD	John Bolthouse - Water Conservation Garden	20	
7.	12/20	OWD	Board Meeting Agenda Briefing		5
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22.6 *

Per diems

Mileage

Total Meeting Per Diem: $500
($100 per meeting)

Total Mileage Claimed: 74 miles

(Director's Signature)

GM Reciept:

Date: 1/21/2014

NP 1-24-14

24 JAN 24 PM 12:22

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: $_____

done

AB000·1B5000·2101·528101 100.00
AB000·1B5 00·2101·52110 - 2.24
recvd 1/15/14

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

Pay To: Mark Robak **Period Covered:**

Employee Number: 7014 **From:** 11-16-13 **To:** 1-15-14

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	11-21	East County Chamber of Commerce	Infrastructure & Land Use Committee – NO CHARGE	0	0
2	11-21	Senator Joel Anderson Holiday Reception	Annual event with other elected official and other guests – NO CHARGE	0	0
3	12-11	Groundbreaking for SR-11 in Otay Mesa	Commencement of construction for initial phase – NO CHARGE	0	0
4	1-7	Monthly Otay Board Meeting	General District Business	4 new mileage rate	6
5	1-7	SCEDC Board Meeting	Monthly Board Meeting – NO CHARGE	0	0
				4	6

0 *
1 × 100.00 = 100.00 *
0 *
4 × 0.56 = 2.24 *

Per diem
Mileage

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

Total Mileage Claimed: 10 **miles**

Mark Robak
(Director's Signature)

Receipt
GM ~~Approval:~~

Date: 1/21/2014

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: $_____

14 JAN 24 PM 12:32

D 1-24-14

CHAMBER
San Diego · East County
201 South Magnolia Avenue
El Cajon, CA 92020

619.440.6161
jena@eastcountychamber.org

Date	Invoice #
12/4/2013	177027

PAID
12/07/2013

Bill To	Ship To
Otay Water District Mr. Mark Watton 2554 Sweetwater Springs Blvd. Spring Valley, CA 91978	Otay Water District 2554 Sweetwater Springs Blvd. Spring Valley, CA 91978

Terms	Ship	Via	Project
	12/4/2013		

Quantity	Item Code	Description	Price Each	Amount
1	Event Tkts	First Friday Breakfast Event Tkts	20.00	20.00
		Sales Tax	9.00%	0.00

DIRECTOR MARK ROBAK ATTENDED
FIRST FRIDAY BREAKFAST EVENT
A~~B000~~-1B5~~000~~-2101-521401-11-1111

Please make checks payable to: San Diego East County Chamber of Commerce

Total	$20.00
Payments	-$20.00
Balance Due	$0.00

AB 000 · 1B2000 · 2101 · 528101 600.00
AB000 · 1B 2000 · 2101 · 521102 44.07

OTAY WATER DISTRICT

BOARD OF DIRECTORS

PER-DIEM AND MILEAGE CLAIM FORM

Pay To: Mitchell Thompson

Period Covered:

Employee Number: 1807

From: 10/1/2013 To: 10/31/2013

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
1					
2	10/2/13	OWD Board Mtg*	Agenda	26	
3	10/3/13	Cal Desal Conference*	See Program		40
4	10/4/13	Cal Desal Conference *	See Program		40
5	10/18/13	Colo River Aqueduct Tour*	See program sched		18
6	10/19/13	Colo River Aqueduct Tour*	See program sched		18
7	10/22/13	FA&C Committee*	Agenda	26	
8	10/21/13	Cnclmn R. Ramirez & GM	Discuss water & sewer issues.	26	
9					
10					

0 * 6 × 100.00 = 600 * 0 * 26 + 26 + 26 + 78 * 78 × 0.5650 = 44.07 *

Total $600 *
($100 per meeting)

116

Total Mileage Claimed: 194 **miles**

(Director's Signature)

WD 11-1-13

GM Receipt:

Date: 10/23/2013

13 OCT 29 AM 10:16

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: $

INSTRUCTIONS ON REVERSE

HD000 · 1B2000 · 2101 · 520101 100.00
AB000 · 1B2000 · 2101 · 521102 14.69

OTAY WATER DISTRICT

BOARD OF DIRECTORS

PER-DIEM AND MILEAGE CLAIM FORM

Pay To: Mitchell Thompson

Period Covered:

Employee Number: 1807

From: 11/1/2013 To: 11/30/2013

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
1	11/1/13	CV Mayor's 1st Friday Bkfst	Local issues		6
2	11/6/13	CILA Mtg -Tijuana	Desal Plant –Regulatory issues		4
3	11/6/13	OWD Bd Mtg*	Agenda	26	
4					
5					
6					
7					
8					
9					
10					

0 * 1 × 100.00 = 100.00 * 0 * 26 + 26 * 26 × 0.5650 = 14.69 *

Total ($100 per meeting) $100 *

36

Total Mileage Claimed: 36 **miles**

(Director's Signature)

GM Receipt:

Date: 1/6/2014

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: $

'14 JAN 9 PM 2:18

INSTRUCTIONS ON REVERSE

1-14-14 done

H130 00 · 1B2000 · 2101 · 528101 300.00
A130 · 1B2000 · 2101 · 521102 29.38

OTAY WATER DISTRICT

OTAY WATER DISTRICT

BOARD OF DIRECTORS

PER-DIEM AND MILEAGE CLAIM FORM

Pay To: Mitchell Thompson

Period Covered:

Employee Number: 1807

From: 12/1/2013 To: 12/31/2013

ITEM	DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
1	12/6/13	CV Mayor's 1st Friday Bkfst	Local issues		6
2	12/10/13	FA&C Comm Mtg*	Agenda	26	
3	12/11/13	Water Cons Grdn JPA Mtg *	Agenda		35
4	12/17/13	Mtg w J. Bolthouse*	Conservation program ideas for OWD	26	
5					
6					
7					
8					
9					
10					

0 *
3 x
100.00 =
300.00 *
0 *
26 +
26 +
52 *
52 x
0.5650 =
29.38 *

Pay Amt
Mileage

Total ($100 per meeting) $300 *

41

Total Mileage Claimed: 93 **miles**

(Director's Signature)

GM Receipt:

Date: 1/6/2014

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: $

INSTRUCTIONS ON REVERSE

'14 JAN 9 PM 2:18

WD done 1-14-14

AGENDA ITEM 4

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	April 2, 2014
		PROJECT:	DIV. NO. All
SUBMITTED BY:	Kevin Koeppen, Finance Manager		
APPROVED BY:	☒ Joseph R. Beachem, Chief Financial Officer ☒ German Alvarez, Assistant General Manager ☒ Mark Watton, General Manager		
SUBJECT:	Adopt Resolution No. 4231 Designating Specific Staff Positions to be Authorized as Agents to Deal with the State of California, Office of Emergency Services (OES), on the District's Behalf in All Matters Pertaining to Disaster Assistance		

GENERAL MANAGER'S RECOMMENDATION:

That the Board adopt Resolution No. 4231 designating specific staff positions to be authorized as Agents to deal with the State of California, Office of Emergency Services (OES), on the District's behalf in all matters pertaining to disaster assistance.

COMMITTEE ACTION:

See Attachment A.

PURPOSE:

To authorize District staff in the positions of Safety and Security Specialist, Finance Manager, and Environmental Compliance Specialist, to be the authorized contacts on behalf of the District for all matters pertaining to disaster assistance.

ANALYSIS:

It is important that, in the event of an emergency, the District is able to efficiently coordinate and execute claims with Cal EMA and/or FEMA.

In December 2007, as a part of working with OES to obtain funds for repairs to District property from the October 2007 Harris Fire, the Board passed *Resolution No. 4115 to Designate District Agents for Disaster Assistance*.

In April 2011, as a part of working with the OES to obtain funds for repairs to District property from the December 2010 rainstorms, the Board passed *Resolution No. 4170 to Designate District Agents for Disaster Assistance*.

In both instances above, the District applied to the Federal Emergency Management Agency (FEMA) and the State of California, Office of Emergency Services (OES) for disaster assistance to help pay for these repairs. FEMA requires all claims to be processed through OES. OES requires the governing body of each agency to formally designate specific agents, by position title, to represent the agency in all matters pertaining to their application for disaster assistance. OES will not release any grant money to an agency that has not provided them with a fully executed Agent Resolution, OES Form 130 (Attachment C).

OES policy mandates that this resolution is only valid for a maximum of 3 years. The District’s previous resolution, approved in April 2011, will expire in April 2014.

The District has identified the following three positions as being both knowledgeable and appropriate for working directly with OES and FEMA: 1) Safety and Security Specialist, 2) Finance Manager, and 3) Environmental Compliance Specialist. These are the same positions that were identified for the previous resolution.

This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below. The three (3) year limit is established by Cal EMA and the universal resolution would allow the list of authorized individuals to approve requests for financial assistance in the event of any disaster over the duration of the resolution.

FISCAL IMPACT: ☒ Joe Beachem, Chief Financial Officer

This specific action does not authorize any spending or the receipt of funds, it only facilitates future interactions to obtain financial assistance.

STRATEGIC GOAL:

The District ensures its continued financial health through the establishment of proper relief in the case of a natural disaster.

LEGAL IMPACT:

None.

Attachments: Attachment A – Committee Action
Attachment B – Resolution No. 4231
Attachment C – Cal OES Form 130

ATTACHMENT A

SUBJECT/PROJECT:	Adopt Resolution No. 4231 Designating Specific Staff Positions to be Authorized as Agents to Deal with the State of California, Office of Emergency Services (OES), on the District's Behalf in All Matters Pertaining to Disaster Assistance

COMMITTEE ACTION:

The Finance, Administration and Communications Committee recommend that the Board adopt Resolution No. 4231 designating specific staff positions to be authorized as Agents to deal with the State of California, Office of Emergency Services (OES), on the District's behalf in all matters pertaining to disaster assistance.

NOTE:

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

Attachment B

RESOLUTION NO. 4231

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
OTAY WATER DISTRICT
FOR DESIGNATION OF AGENTS TO
THE STATE OF CALIFORNIA,
OFFICE OF EMERGENCY SERVICES

WHEREAS, the Otay Water District Board of Directors have been presented with a ''Designation of Applicant's Agent Resolution'' for the Otay Water District, authorizing it's agent(s) to execute for and on behalf of the District for the purpose of obtaining certain federal financial assistance under P.L. 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the Natural Disaster Assistance Act; and

WHEREAS, the Board needs to authorize its agent(s) to provide to the State Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required; and

WHEREAS, it is in the interest of the District to so designate agents;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Directors of the Otay Water District that the following three positions are so designated as Authorized Agents: 1) Safety and Security Specialist; 2) Finance Manager; and 3) Environmental Compliance Specialist.

PASSED, APPROVED AND ADOPTED by the Board of Directors of Otay Water District at a board meeting held this 2nd day of April 2014, by the following vote:

Ayes:
Noes:
Abstain:
Absent:

_____
President

ATTEST:

_____
District Secretary

State of California
OFFICE OF
EMERGENCY SERVICES

OES ID # _____

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE BOARD OF DIRECTORS (Governing Body) OF THE OTAY WATER DISTRICT (Name of Applicant)

THAT Safety and Security Specialist (Title of Authorized Agent), OR

Finance Manager (Title of Authorized Agent), OR

Environmental Compliance Specialist (Title of Authorized Agent)

is hereby authorized to execute for and in behalf of the Otay Water District (Name of Applicant), a public entity established under the laws of the State of California, this application and to file it in the Office of Emergency Services for the purpose of obtaining certain federal financial assistance under P.L. 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the Otay Water District (Name of Applicant), a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the State Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

☒ This is a universal resolution and is effective for all open and future disasters.

☐ This is a disaster specific resolution and is effective for only disaster number(s)_____.

Passed and approved this _____ day of April, 2014

Jose Lopez, President
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

CERTIFICATION

I, Susan Cruz (Name), duly appointed and District Secretary (Title) of Otay Water District (Name of Applicant), do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Board of Directors (Governing body) of the Otay Water District (Name of Applicant) on the _____ day of April, 2014.

_____ (Signature)

District Secretary (Title)

AGENDA ITEM 5

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	April 2, 2014
		PROJECT:	DIV. NO. All
SUBMITTED BY:	Kevin Koeppen, Finance Manager		
APPROVED BY:	☒ Joseph R. Beachem, Chief Financial Officer ☒ German Alvarez, Assistant General Manager ☒ Mark Watton, General Manager		
SUBJECT:	Extension of the Letter of Credit for the 1996 Variable Rate Certificates of Participation		

GENERAL MANAGER'S RECOMMENDATION:

That the Board adopts Resolution No. 4232 approving the form of documents required for the extending the Letter of Credit (LOC) with Union Bank for the outstanding variable rate debt and authorize the General Manager to execute the related First Amendment to the Reimbursement Agreement (Attachment C) and Union Bank Fee Letter (Attachment D).

COMMITTEE ACTION:

See Attachment A.

PURPOSE:

To obtain approval by the Board to amend the LOC extending the date of termination to June 29, 2017 and to execute the First Amendment to Reimbursement Agreement and Fee Letter with Union Bank in connection with the existing LOC securing the 1996 Variable Rate Demand Certificates of Participation (1996 COPs).

ANALYSIS:

The District has five outstanding debt issuances that total approximately $112 million. The debt is used to fund the District's CIP program. One of the debt issuances is a variable rate debt,

which is a very low cost debt for the District and thus, the District would like to maintain it. The outstanding variable rate debt is currently $9.9 million, which represents 9% of the District's overall debt portfolio.

In 1996, the District issued $15,400,000 1996 Variable Rate Demand Certificates of Participation (COPs) with an outstanding principal of $9,900,000. They are scheduled to mature on September 1, 2026 and currently bear an interest rate before fees of .03%, which is reset weekly. The effective rate after fees is currently 1.48%.

The proceeds of the 1996 COPs were used for the construction of a series of public improvements including, water storage, pump stations, reservoirs, pipelines and the District headquarters.

In order for the variable rate debt to remain on the market, a bank must provide a LOC to guarantee the debt payments to the certificate holders. Staff has discussed that the District could convert the debt to a fixed rate debt. Under the amendment to the LOC agreement the effective variable rate is approximately 1.33%. The effective rate the District achieved on its most recent fixed rate refinancing, which was of a similar size and duration, was 1.7%. Based on this evaluation and considering the cost of refinancing, staff determined that it is still less expensive to maintain this debt as a variable rate issuance. In addition, the District may also consider paying the debt down or off, if it became cost beneficial. At this time, paying the debt down or off is not cost beneficial as it would reduce reserve levels below targeted amounts resulting in a need to issue debt. The variable rate debt is a small portion of the District's debt portfolio, so any volatility in interest rates would not have a dramatic effect on the net portfolio interest expense.

Currently, 1996 COPs are secured by a LOC provided by Union Bank. The agreement with Union Bank was executed on June 29, 2011 and is scheduled to expire on June 29, 2014. Prior to Union Bank, Helaba provided the LOC for the 1996 COPs for a period of 15 years until they terminated the LOC in 2011. Helaba terminated the contract because the District's debt was smaller than they wished to work with and they wanted to limit their exposure to California debt. Obtaining a new LOC is normally cost prohibitive as it is similar to the costs of issuing new debt. The cost of obtaining a new LOC provider in 2011 was approximately $150,000.

Staff has obtained an amendment to the existing Union Bank LOC agreement extending the current terms entered into on June 29, 2011 until June 29, 2017.

The District's continued Capital Improvement Program requires the ongoing financial funding provided by this debt while the variable rate accomplishes this at a very low cost.

The amendment to extend the LOC will enable the 1996 COP's to remain as variable rate debt.

FISCAL IMPACT: ☒ Joe Beachem, Chief Financial Officer

Under the terms of the proposed extension, Union Bank has reduced the LOC rate from 110 basis points to 95 basis points. This rate reduction is estimated to save the District approximately $34,000 over the three years extension, net of $9,000 in legal fees.

Obtaining a new LOC provider is considered cost prohibitive. The District would need to achieve a rate of approximately 40 basis points to offset the costs associated with changing LOC providers. Another impediment to changing LOC banks is the small size of this debt. There is no competitive market for this small of an LOC.

STRATEGIC GOAL:

To provide sound financing of District facilities.

LEGAL IMPACT:

None.

Attachments:
- Attachment A – Committee Action
- Attachment B – Resolution No. 4232
- Attachment C – First Amendment to Reimbursement Agreement
- Attachment D – Union Bank Fee Letter

ATTACHMENT A

SUBJECT/PROJECT:	Extension of the Letter of Credit for the 1996 Variable Rate Certificates of Participation

COMMITTEE ACTION:

That the Board adopts Resolution No. 4232 approving the form of documents required for the extending the Letter of Credit (LOC) with Union Bank for the outstanding variable rate debt and authorize the General Manager to execute the related First Amendment to the Reimbursement Agreement (Attachment C) and Union Bank Fee Letter (Attachment D).

NOTE:

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

Attachment B

RESOLUTION NO. 4232

RESOLUTION OF THE BOARD OF DIRECTORS OF THE OTAY WATER DISTRICT APPROVING THE EXECUTION AND DELIVERY OF DOCUMENTS FOR A LETTER OF CREDIT EXTENSION FOR THE THE OTAY WATER DISTRICT VARIABLE RATE DEMAND CERTIFICATES OF PARTICIPATION (1996 CAPITAL PROJECTS)

WHEREAS, the Otay Water District (the "District") and the Otay Service Corporation (the "Corporation") have previously entered into an Installment Sale Agreement dated as of June 1, 1996 as amended by the First Amendment to Installment Sale Agreement dated as of August 1, 2004 and the Second Amendment to Installment Sale Agreement dated as of June 30, 2011 (collectively, the "Installment Sale Agreement") and that certain Trust Agreement dated as of June 1, 1996 as amended by the First Supplemental Trust Agreement dated as of May 25, 2011 and by the Second Supplemental Trust Agreement dated as of June 30, 2011 (collectively, the "Trust Agreement") by and among the District, the Corporation and the Bank of New York Mellon Trust Company, N.A. (as successor trustee to Chemical Trust Company of California) (the "Trustee") pursuant to which the Otay Water District Variable Rate Demand Certificates of Participation (1996 Capital Projects) (the "Certificates") are outstanding; and

WHEREAS, the Certificates evidence undivided fractional interests in the Installment Payments to be made by the District under the Installment Agreement; and

WHEREAS, the letter of credit from Union Bank, N.A. (the "Bank") securing the repayment of the Certificates under the Trust Agreement expires on June 29, 2014 and the District and the Bank desire to extend the maturity date to June 29, 2017; and

WHEREAS, in order to effectuate the extension of the Letter of Credit, there has been presented to the District the forms of the following documents for approval which are on file with the Secretary of the Board of Directors:

(1) A letter from the Bank regarding various fees related to the Letter of Credit (the "Fee Letter");

(2) A First Amendment to Reimbursement Agreement (the "First Amendment to Reimbursement Agreement") by and between the District and the Bank; and

WHEREAS, the execution and delivery of the foregoing documents are necessary to effectuate the extension of the Letter of Credit which the Board of Directors has determined to be in the best interests of the District;

NOW, THEREFORE, the Board of Directors of the Otay Water District does hereby RESOLVE, DETERMINE and ORDER as follows:

Section 1. Each of the above recitals is true and correct and is adopted by the legislative body of the District.

Section 2. The forms of the Fee Letter and the First Amendment to Reimbursement Agreement (collectively, the "District Agreements") are hereby approved and each of the President of the Board of Directors, the Vice President of the Board of Directors, the Treasurer, the General Manager, the Chief Financial Officer, and their written designees (each an "Authorized Officer" and collectively the "Authorized Officers"), acting alone, is hereby authorized and directed to execute and deliver the District Agreements in the name of and on behalf of the District, in substantially the form and content now before this meeting, but with such changes, modifications, additions and deletions therein as shall be deemed necessary, desirable or appropriate by the Authorized Officer or Authorized Officers executing the same, such approval to be conclusively evidenced by the execution and delivery thereof by one or more of the Authorized Officers.

Section 3. The Authorized Officers are hereby authorized and directed, to do any and all things and to execute and deliver any and all documents, including amendments to any of the existing documents and agreements relating to the Certificates, which they may deem necessary or advisable in order to consummate the extension of the Letter of Credit and otherwise to effectuate the purposes of this resolution.

Section 4. This resolution shall take effect upon its adoption.

ADOPTED, SIGNED and APPROVED at a regular meeting of the District this __ day of April, 2014.

_____
President of the Board of Directors of the Otay Water District

ATTEST:

_____
Secretary of the
Board of Directors of the
Otay Water District

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

I, _____, Secretary of the Board of Directors of the Otay Water District, do hereby certify that the foregoing Resolution No. _____ was duly adopted by the Board of Directors of said District at a regular meeting thereof held on the __ day of April, 2014, and that it was so adopted by the following vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSENT: DIRECTORS:

ABSTAIN: DIRECTORS:

_____
Secretary of the Board of Directors
of the Otay Water District

(SEAL)

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

I, _____, Secretary of the Board of Directors of the Otay Water District, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. _____ of said Board, and that the same has not been amended or repealed.

DATED: _____, 2014.

_____
Secretary of the Board of Directors
of the Otay Water District

(SEAL)

FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT

Dated as of May 1, 2014

by and between

OTAY WATER DISTRICT

and

UNION BANK, N.A.

Otay Water District
$11,300,000 Variable Rate Demand
Certificates of Participation
(1996 Capital Projects)

FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT

THIS FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT, dated as of May 1, 2014, by and between **OTAY WATER DISTRICT**, a water district duly organized and existing under the Constitution and laws of the State of California (the "District"), and **UNION BANK, N.A.**, a national banking association organized and existing under the laws of the United States (the "Bank"), amending that certain Reimbursement Agreement, dated as of June 1, 2011 (the "Initial Reimbursement Agreement").

RECITALS

A. The District and the Otay Service Corporation, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation") entered into an Installment Sale Agreement, dated as of June 1, 1996 (as from time to time amended, the "Installment Sale Agreement"), whereby the Corporation agreed to sell to the District the Project (as defined herein), and the District agreed to purchase the Project from the Corporation.

B. Under the Installment Sale Agreement, the District is obligated to pay to the Corporation or its assigns Installment Payments and Additional Costs (as both items are defined herein) for the purchase of the Project.

C. Pursuant to a Trust Agreement, dated as of June 1, 1996 (as from time to time amended or supplemented, the "Trust Agreement"), among the District, the Corporation and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), the successor to Chemical Trust Company of California, as original trustee, the District caused the execution and delivery of $15,400,000 aggregate principal amount of Valuable Rate Demand Certificates of Participation (1996 Capital Projects) (the "Certificates") of which $9,900,000.00 principal amount is currently outstanding.

D. The Corporation assigned the rights to receive the Installment Payments and Additional Costs, and the Corporation and the District granted a security interest in all monies held by the Trustee under the Trust Agreement not expressly held for the benefit of the District, to the Trustee for the benefit of the Owners of the Certificates and the Bank.

E. The District and the Bank entered into the Initial Reimbursement Agreement pursuant to which the Bank issued its irrevocable Letter of Credit, as such term is defined in the Initial Reimbursement Agreement.

F. The District and the Bank desire to amend the provisions of the Initial Reimbursement Agreement as set forth below.

G. The term "Reimbursement Agreement" shall hereinafter refer to the Initial Reimbursement Agreement, as amended by this Amendment.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for good and valuable consideration, the parties hereto agree as follows:

1. **Definitions**. Capitalized terms used herein and not otherwise defined shall have the same meaning as ascribed to such terms in the Reimbursement Agreement.

2. **Amendments to the Reimbursement Agreement**

(a) Section 1.01 of the Reimbursement Agreement is hereby amended by deleting, in the definition of "Maturity Date," the date "June 29, 2014" and substituting in lieu thereof the date "June 29, 2017."

(b) Section 1.01 of the Reimbursement Agreement is hereby further amended by adding the following new definitions:

> "Dodd-Frank Act" means the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as enacted by the United States congress, and signed into law on July 21, 2010, and all statutes, rules, guidelines or directives promulgated thereunder.
>
> "Fee Letter" means that certain letter from the Bank to the District dated May 1, 2014, in which the fees charged for issuing the Letter of Credit are set forth, as the same may, from time to time, be amended or modified.
>
> "Governmental Authority" means any nation or government, any state, department, agency or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government, and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing.

(c) Section 2.03 of the Reimbursement Agreement is hereby amended by deleting in its entirety and substituting in lieu thereof the following:

> SECTION 2.03 Commissions. The commissions and fees charged by the Bank are set forth in a separate Fee Letter. Any reference therein to commissions and fees set forth in Section 2.03 or any subpart thereof shall be deemed to refer, hereafter, to the applicable provisions of the Fee Letter.

(d) Section 2.07(e) of the Reimbursement Agreement is hereby amended by adding to the end of such Section the following:

> Notwithstanding the foregoing, for purposes of this Reimbursement Agreement (i) all requests, rules, guidelines or directives in connection with the Dodd-Frank Act shall be deemed to be a change in law, as described in this subsection (c), regardless of the date

enacted, adopted or issued, and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Regulations and Supervisory Practices (or any successor or similar authority) or any Governmental Authority shall be deemed a change in law, as described in this subsection (c), regardless of the date enacted, adopted or issued.

(e) Article VII of the Reimbursement Agreement is hereby amended by adding the following new Section thereto:

SECTION 7.22 Electronic Transmissions Regarding Letter of Credit. The Bank is authorized to accept and process any amendments, instructions, consents, waivers and all documents relating to the Letter of Credit which are sent to the Bank by electronic transmission, including SWIFT, electronic mail, telecopy, courier, mail or other computer-generated telecommunications, and such electronic communication shall have the same legal effect as if written and shall be binding upon and enforceable against the District and the Trustee to the same extent as if in writing. The Bank may, but shall not be obligated to, require authentication of such electronic transmission prior to acting on such electronic transmission.

3. **Effect**. All other Related Documents which reference the Reimbursement Agreement shall be deemed hereinafter to refer to the Reimbursement Agreement as amended hereby. Except as specifically amended herein, the Reimbursement Agreement and all other Related Documents shall remain in full force and effect and are hereby ratified and confirmed.

4. **Representations and Warranties**.

As part of the consideration for this Amendment, the District represents and warrants to the Bank as follows:

(a) The execution, delivery and performance by the District of this Amendment is within the District's powers, have been duly authorized by all necessary government actions, and do not and will not contravene or constitute a default under the provisions of applicable law or regulation or of any law, determination, award, regulation, judgment, injunction, order, decree, rule or writ applicable to the District, or any indenture, lease, instrument, agreement or other contractual restriction binding on the District or its property; the District is not in violation of or in default under any law, order, rule, regulation, writ, judgment, injunction, decree, determination or award or any indenture, agreement, lease, instrument or contractual restriction binding on or affecting the District which violation or default would adversely impair the ability of the District to perform its obligations hereunder.

(b) All authorizations, approval, legal required orders, consents and other action by, and the notice to or filing or registration with, any governmental authority, regulatory body or other public board or bodies have been obtained or will be obtained for the due execution,

delivery and performance by the District of this Amendment and all of the transactions contemplated hereby.

(c) This Amendment has been fully authorized, executed and delivered by the District and, assuming the due authorization, execution and delivery by other parties hereto constitutes the legal, valid and binding obligation of the District, enforceable against the District in accordance with its terms. After giving effect to this Amendment, no event of default has occurred and is continuing, and after giving effect to this Amendment, the representations and warranties of the District contained in the Reimbursement Agreement and other Related Documents are true and correct in all material respects as of the date hereof as if made on the date hereof.

5. **Expenses**. The District shall pay reasonable out-of-pocket expenses of the Bank, including fees and disbursements of its counsel, in connection with the negotiation, preparation and administration of this Amendment, any waiver, forbearance or consent thereunder, or any further amendment thereof. The obligations of the District hereunder are in addition to and not in lieu of its obligations under Section 7.07 and Section 7.09 of the Reimbursement Agreement.

6. **Conditions to the Effectiveness of this Amendment.** This Amendment shall become effective on the date (the "Effective Date") when each of the following shall have been delivered to the Bank:

(a) Amendment. Counterparts of this Amendment duly executed by each of the parties hereto.

(b) Fees, Costs and Expenses. All fees payable to the Bank pursuant to Section 5 above.

(c) Legal Opinion. A favorable written opinion of legal counsel to the District in form and substance satisfactory to the Bank.

(d) Other Documents. All other certificates, consents and documents which may be reasonably requested by the Bank.

7. **Counterparts, Effectiveness**. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

8. **Governing Law; Dispute Resolution**. THIS FIRST AMENDMENT IS SUBJECT TO THE PROVISIONS OF SECTIONS 7.14 AND 7.17 OF THE REIMBURSEMENT AGREEMENT, RELATING TO GOVERNING LAW AND DISPUTE RESOLUTION, THE PROVISIONS OF WHICH ARE BY THIS REFERENCE HEREBY INCORPORATED HEREIN IN FULL.

9. **Severability**. Any provision of this Amendment which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

10. **Headings**. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

[Signatures on the following page]

IN WITNESS WHEREOF, this Amendment has been entered into by the parties as of the date first above written:

OTAY WATER DISTRICT

By: _____
Name:_____
Title:_____

UNION BANK, N.A.

By: _____
Anne Kupfer
Vice President

[UNION BANK, N.A. LETTERHEAD]

May 1, 2014

Mr. Joseph R. Beachem
Finance Director
Otay Water District
2554 Sweetwater Springs Boulevard
Spring Valley, California 91978

Re: Reimbursement Agreement dated as of June 1, 2011

Dear Mr. Beachem:

In connection with that certain Reimbursement Agreement dated as of June 1, 2011, by and between Otay Water District (the "District") and Union Bank, N.A. (the "Bank"), as amended by that certain First Amendment to Reimbursement Agreement dated as of May 1, 2014 (collectively, the "Reimbursement Agreement"), we have set forth below the Bank's fees for the subject transaction. This letter is the "Fee Letter" defined in Section 1.01 of the Reimbursement Agreement. All other capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in Section 1.01 of the Reimbursement Agreement.

The District, by signing this Fee Letter, agrees to pay or cause to be paid, the following fees and commissions:

(a) Facility Fee: The District shall pay, or cause to be paid, to the Bank a facility fee based on the Available Amount in effect, from the Closing Date until the Stated Termination Date, at the rate of 0.950% per annum beginning June 30, 2014 (and at the previous rate of 1.10% per annum prior to this date). The facility fee shall be payable quarterly in advance, upon issuance of the Letter of Credit, and on the last day of each September, December, March and June thereafter. Once paid, the facility fee shall be deemed earned and shall not be refundable. The foregoing to the contrary notwithstanding, in addition to and not in lieu of any other fees charged by the Bank, should the S&P rating for the Certificates change, the facility fee shall be payable as set forth below for the period of time the new rating is in effect. Any increase in the facility fee shall be paid by the District, or caused to be paid, within thirty (30) days of the increase, calculated from the date of the increase until the next date on which the facility fee is to be paid and continuing thereafter until the next change of rating, if any:

Level	**S&P Rating**	**Facility Fee Rate Increase to**
1	**AA**	**0.950% p.a.**
2	**AA-**	**0.950% p.a.**
3	**A+**	**1.05% p.a.**
4	**A-**	**1.30% p.a.**
5	**BBB+**	**2.30% p.a.**
6	**BBB**	**2.80% p.a.**
7	**Below BBB**	**4.30% p.a.**

(b) Transfer Fee: The District shall pay, or cause to be paid, to the Bank, upon each transfer of the Letter of Credit in accordance with its terms, a transfer commission equal to $2,000.00. A transfer is deemed to have occurred whenever the Trustee is replaced, substituted or changed as a result of sale, assignment, merger, consolidation, reorganization or an act of law.

(c) Draw Fee: The District shall pay, or cause to be paid, to the Bank upon each draw under the Letter of Credit a sum equal to $250.00, payable on the Draw Date.

(d) Default Fee: The District shall pay, or cause to be paid, to the Bank during the occurrence and continuance of any Event of Default hereunder, regardless of whether the Bank has exercised any of its remedies as described in Section 6.02 of the Reimbursement Agreement, a default fee based on the Available Amount in effect, from the date such Event of Default has occurred until the earlier of the date such Event of Default is cured or the Stated Termination Date at the rate of 3% per annum. The default fee shall be payable monthly in arrears, on the last day of each month, and on the day the Event of Default is cured or, if earlier, the Stated Termination Date.

Any controversy or claim arising out of or relating to this letter, including any alleged torts, shall be determined by the terms of Section 7.14 of the Reimbursement Agreement. The following Sections of the Reimbursement Agreement shall be applicable to this letter and shall be incorporated herein by this reference: Sections 7.03; 7.08; 7.09; 7.10; 7.17 and 7.19.

We look forward to receiving your signed acceptance.

Very truly yours,

Anne Kupfer
Vice President

AGREED AND ACCEPTED ON _____, 2014:

OTAY WATER DISTRICT

By: _____
Name: _____
Title: _____

AGENDA ITEM 6

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	April 2, 2014
		PROJECT:	DIV. NO. All
SUBMITTED BY:	Kevin Koeppen, Finance Manager		
APPROVED BY:	☒ Joseph R. Beachem, Chief Financial Officer ☒ German Alvarez, Assistant General Manager ☒ Mark Watton, General Manager		
SUBJECT:	Substitution of the Remarketing Agent for the 1996 Variable Rate Certificates of Participation		

GENERAL MANAGER'S RECOMMENDATION:

That the Board adopt Resolution No. 4228, authorizing the General Manager to enter into a Remarketing Agreement with Mitsubishi UFJ Securities (USA), Inc. (MUS) to act as the District's remarketing agent for its 1996 Variable Rate Certificates of Participation.

COMMITTEE ACTION:

See "Attachment A"

PURPOSE:

In an effort to reduce bank fees and consolidate banking services, staff is requesting the Board of Directors authorize the General Manager to terminate the existing Remarketing Agreement with J.P. Morgan and execute a new Remarketing Agreement with Mitsubishi UFJ Securities (USA), Inc., which is an affiliate of the District's current banking service provider Union Bank.

ANALYSIS:

In 1996, the District issued $15,400,000 1996 Variable Rate Demand Certificates of Participation (COPs). The proceeds of the 1996 COPs were used for the construction of a series of public improvements including, water storage, pump stations, reservoirs, pipeline and the District headquarters.

The outstanding principal balance of 1996 COPs is $9,900,000 and are scheduled to mature on September 1, 2026. The COPs bear interest at a variable rate, which is reset weekly and bears a current interest rate before fees of approximately .03%.

This is a simple substitution with no substantive changes in the debt. The 1996 COPs will have the same maturity and repayment schedule.

The Remarketing Agent is a dealer or dealer bank responsible for the pricing of variable-rate demand bonds. They periodically set and reset the interest rate for variable rate bonds. As remarketing agent for the District's Certificates, MUS is responsible for delivering the District the lowest interest rates available. MUS also has a vested interest in achieving the lowest possible rates because MUS is essentially placing the credit of its affiliate, Union Bank, who serves as the letter of credit provider on for the COPs.

The District has been satisfied with Union Bank's performance as its provider of banking services and Union Bank has been a good partner to the District. By entering into a remarketing agreement with MUS the District will be consolidating its banking services and strengthening its relationship with Union Bank.

MUS, along with their affiliate Union Bank, is part of the Mitsubishi UFJ Financial Group (MUFG), one of the largest financial services companies in the world. MUS serves as remarketing agent on nine issues backed by a Union Bank Letter of Credit, totaling $255.8 million in outstanding par amounts. MUS is highly capitalized, with Net Excess Capital of $220 million and access to the capital of their parent, MUFG, which has close to $2.5 trillion in assets.

According to the existing agreement, the Remarketing Agent may be removed at any time by the District upon thirty (30) day notice to the Remarketing Agent by an instrument, signed by the District and filed with the Remarketing Agent, the Corporation, the Bank and the Trustee.

FISCAL IMPACT: ☒ Joe Beachem, Chief Financial Officer

Remarketing fees are charged annually as a percentage of the outstanding principal debt. Below is a table of the estimated fees for the remaining life of the debt. The District obtained quotes from two financial services firms, Union Bank and J.P. Morgan.

Under the current remarketing agreement J.P. Morgan, charges a fee of nine(9) basis points. The quotes obtained from both J.P. Morgan and Union Bank reduce fee to eight(8) basis points. The District estimates a total savings of $7,730 through 2027.

Bank	Description	Rate (as a % of outstanding principal)	Average Annual Fee	Total Fees through 2027
J.P. Morgan	Current Price	0.09%	$5,352	$69,570
J.P. Morgan	Quote	0.08%	$4,757	$61,840
Union Bank	**Quote**	**0.08%**	**$4,757**	**$61,840**
RBC Capital	Quote	0.10%	$5,946	$77,300

In comparing the variable interest rates achieved by MUS on similar variable rate debt issuances, it should be noted that MUS was able to achieve a rate of .02%, which is one basis point lower than the District's current rate of .03%. The impact of this rate savings, if continued through the debt's maturity, would result in approximately $7,000 of additional savings through 2027.

The District estimates the cost for reassigning the remarketing agent to be no greater than $5,000.

STRATEGIC GOAL:

The District ensures its continued financial health through long-term financial planning and debt planning.

LEGAL IMPACT:

None.

Attachments: Attachment A – Committee Action
Attachment B – Resolution No. 4228
Attachment C – Remarketing Agreement(Draft)

ATTACHMENT A

SUBJECT/PROJECT:	Substitution of the Remarketing Agent for the 1996 Variable Rate Certificates of Participation

COMMITTEE ACTION:

That the Board adopt Resolution No. 4228, authorizing the General Manager to enter into a Remarketing Agreement with Mitsubishi UFJ Securities (USA), Inc. (MUS) to act as the District's remarketing agent for its 1996 Variable Rate Certificates of Participation.

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. 4228

RESOLUTION OF THE BOARD OF DIRECTORS OF THE OTAY WATER DISTRICT APPPOINTING A REMARKETING AGENT AND APPROVING THE EXECUTION AND DELIVERY OF A REMARKETING AGREEMENT FOR THE THE OTAY WATER DISTRICT VARIABLE RATE DEMAND CERTIFICATES OF PARTICIPATION (1996 CAPITAL PROJECTS)

WHEREAS, the Otay Water District (the "District") and the Otay Service Corporation (the "Corporation") have previously entered into an Installment Sale Agreement dated as of June 1, 1996 as amended by the First Amendment to Installment Sale Agreement dated as of August 1, 2004 and the Second Amendment to Installment Sale Agreement dated as of June 30, 2011 (collectively, the "Installment Sale Agreement") and that certain Trust Agreement dated as of June 1, 1996 as amended by the First Supplemental Trust Agreement dated as of May 25, 2011 and by the Second Supplemental Trust Agreement dated as of June 30, 2011 (collectively, the "Trust Agreement") by and among the District, the Corporation and the Bank of New York Mellon Trust Company, N.A. (as successor trustee to Chemical Trust Company of California) (the "Trustee") pursuant to which the Otay Water District Variable Rate Demand Certificates of Participation (1996 Capital Projects) (the "Certificates") are outstanding; and

WHEREAS, the Certificates evidence undivided fractional interests in the Installment Payments to be made by the District under the Installment Agreement; and

WHEREAS, the District has previously appointed J.P. Morgan Securities, Inc. (the "JP Morgan") to act as the Remarketing Agent for the Certificates under the Trust Agreement; and

WHEREAS, the District desires to replace JP Morgan as Remarketing Agent and in accordance with the provisions of the Trust Agreement appoint Mitsubishi UFJ Securities (USA), Inc. ("Mitsubishi") to act as Remarketing Agent for the Certificates; and

WHEREAS, in order to effectuate the appointment of Mitsubishi, there has been presented to the District for approval the form of a Remarketing Agreement by and between the District and Mitsubishi, a copy of which is on file with the Secretary of the Board of Directors; and

WHEREAS, the Board of Directors has determined to be in the best interests of the District;

NOW, THEREFORE, the Board of Directors of the Otay Water District does hereby RESOLVE, DETERMINE and ORDER as follows:

Section 1. Each of the above recitals is true and correct and is adopted by the legislative body of the District.

Section 2. The form of the Remarketing Agreement is hereby approved and each of the President of the Board of Directors, the Vice President of the Board of Directors, the Treasurer, the General Manager, the Chief Financial Officer, and their written designees (each an "Authorized Officer" and collectively the "Authorized Officers"), acting alone, is hereby authorized and directed to execute and deliver the Remarketing Agreement in the name of and on behalf of the District, in

substantially the form and content now before this meeting, but with such changes, modifications, additions and deletions therein as shall be deemed necessary, desirable or appropriate by the Authorized Officer or Authorized Officers executing the same, such approval to be conclusively evidenced by the execution and delivery thereof by one or more of the Authorized Officers.

Section 3. The Authorized Officers are hereby authorized and directed, to do any and all things and to execute and deliver any and all documents, including amendments to any of the existing documents and agreements relating to the Certificates, which they may deem necessary or advisable in order to consummate the appointment of the Remarketing Agent and otherwise to effectuate the purposes of this resolution.

Section 4. This resolution shall take effect upon its adoption.

ADOPTED, SIGNED and APPROVED at a regular meeting of the District this __ day of April, 2014.

_____
President of the Board of Directors of the Otay Water District

ATTEST:

_____
Secretary of the
Board of Directors of the
Otay Water District

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

I, _____, Secretary of the Board of Directors of the Otay Water District, do hereby certify that the foregoing Resolution No. _____ was duly adopted by the Board of Directors of said District at a regular meeting thereof held on the __ day of April, 2014, and that it was so adopted by the following vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSENT: DIRECTORS:

ABSTAIN: DIRECTORS:

_____
Secretary of the Board of Directors
of the Otay Water District

(SEAL)

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

I, _____, Secretary of the Board of Directors of the Otay Water District, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. _____ of said Board, and that the same has not been amended or repealed.

DATED: _____, 2014.

_____
Secretary of the Board of Directors
of the Otay Water District

(SEAL)

$15,400,000 (Original Amount)
Otay Water District
Variable Rate Demand Certificates of Participation
(1996 Capital Projects)

REMARKETING AGREEMENT

THIS REMARKETING AGREEMENT (the "Remarketing Agreement"), dated as of _____, is made by and between the **Otay Water District** (the "District") and **MITSUBISHI UFJ SECURITIES (USA), INC.**, as Remarketing Agent (the "Agent"), in connection with the offering and sale from time to time in the above-captioned certificates of participation (the "Certificates"). The Certificates were issued under and pursuant to a Trust Agreement dated as of June 1, 1996 (the "Trust Agreement"), between the District and the Bank of New York Mellon Trust Company, N.A. (as successor trustee to Chemical Trust Company of California), as trustee (the "Trustee"). The District is party to a Reimbursement Agreement, dated as of June 1, 2011 (the "Reimbursement Agreement"), with Union Bank, N.A. (the "Bank"), pursuant to which the Bank has issued an irrevocable letter of credit (the "Letter of Credit") in favor of the Trustee.

This Remarketing Agreement is effective as of the date hereof, it being acknowledged that the District has terminated its remarketing agreement with J.P. Morgan Securities LLC dated as of June 1, 1996 with respect to the Certificates, which termination is effective as of the date hereof.

Section 1. **Definitions.** Unless a different meaning clearly appears from the context, all words and terms used in this Remarketing Agreement shall have the respective meanings assigned to such terms in the Trust Agreement.

Section 2. **Acceptance of Appointment; Representations and Warranties of the Agent.** The District hereby appoints the Agent as exclusive Remarketing Agent for the Certificates, and the Agent hereby accepts such appointment and agrees to perform the duties and covenants of the Agent set forth herein and in the Trust Agreement.

Section 3. **Representations and Warranties of the District.** The District represents and warrants to the Agent that:

(a) This Remarketing Agreement (assuming due authorization, execution and delivery by the Agent) constitutes the valid and binding obligation of the District, enforceable against the District in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, liquidation, reorganization and other similar laws affecting creditors' rights generally and to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(b) The District has all requisite power and authority to perform its obligations under the Trust Agreement, and has all requisite power and authority to execute, deliver and perform its obligations under this Remarketing Agreement.

Section 4. **Certain Agreements of the District.** The District agrees with the Agent that:

(a) The District agrees to furnish to the Agent sufficient copies of a reoffering statement (the "Reoffering Statement"), in preliminary (if applicable) and final form, in form and substance satisfactory to the Agent, and any other related material prepared for use by the District, as the Agent reasonably determines may be necessary in connection with any remarketing of the Certificates that constitutes a "primary offering" within the meaning of Rule 15c2-12 (the "Rule") promulgated, and as amended from time to time, by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended (the "Exchange Act"); provided, however, that nothing in this Section 4 shall require the Agent to offer for sale any Certificates if such offer is subject to the Rule unless (i) the

Agent, in its sole discretion, decides to undertake such obligation and (ii) the Agent, in its sole discretion, determines that the requirements of the Rule have been satisfied. Further, the District agrees to cooperate in the preparation of and to make available to the Agent revised Reoffering Statements or amendments or supplements thereto such as may be required so that the Reoffering Statement required for use in any such "primary offering" will not contain any misstatement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Any costs or expenses incurred in connection with the preparation of a Reoffering Statement and any amendments or supplements thereto shall be the responsibility of the District. The Agent acknowledges that the remarketing of Certificates, while such Certificates bear interest at a Weekly Interest Rate and such Certificates are remarketed in denominations of $100,000 or more, is not considered a "primary offering" within the meaning of the Rule as interpreted by the SEC as of the date of execution of this Remarketing Agreement.

(b) If, during such time as the Reoffering Statement is used in connection with such "primary offering" and sale of the Certificates, any event occurs or condition exists relating to or affecting the District or the Certificates as a result of which the Reoffering Statement would contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the District upon learning of such event or condition shall promptly notify the Agent in writing of the circumstances and details of such event. The District will cooperate with the Agent in the preparation of the additional marketing materials which the Agent reasonably determines are necessary in connection with such "primary offering" and sale of the Certificates or which the Agent reasonably determines should be provided to owners and prospective owners of the Certificates.

(c) The District will furnish the Agent copies of all reports and financial statements relating to the financial affairs and condition of the District as required by the Trust Agreement promptly after they are made available to the public by the District by posting on EMMA (Electronic Municipal Market Access) and such additional information concerning the operations and financial condition of the District as required by the Trust Agreement or concerning the Certificates as the Agent may from time to time reasonably request;

(d) At the expense of the Agent, the District will furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Agent as the Agent may request (i) to qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Agent may designate and (ii) to determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions, and will use commercially reasonable efforts to continue such qualifications in effect until the termination of this Remarketing Agreement; provided, however, that the District shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(e) If a Reoffering Statement is not supplied as required by the provisions of Section 4(a) above, the Agent's obligation to remarket the Certificates pursuant to the Trust Agreement and under this Remarketing Agreement will be suspended until such time as a Reoffering Statement satisfactory to the Agent and its counsel is supplied.

(f) The District represents and warrants to the Agent that the District will furnish such information, execute such documents and take such other action in cooperation with the Agent as the Agent may reasonably request in order to remarket the Certificates; provided that the District shall not be required to take any action which would submit it to, or constitute consent to, service of process or to qualify as a foreign corporation in any jurisdiction where it is not otherwise presently subject to service or so qualified, as the case may be.

To assist the Agent in complying with its obligations under MSRB Rule G-34(c), the District shall provide the Agent with a copy of the Credit Facility, Reimbursement Agreement, the Trust Agreement or any other

document to which the District is a party that establishes an obligation to provide credit and/or liquidity support with respect to the Certificates, including any amendments thereto, in the following manner:

(i) on the effective date of this Remarketing Agreement, a copy of the Credit Facility;

(ii) within ten Business Days prior to the proposed date of any amendment, extension, renewal, replacement or termination, as the case may be, of the Credit Facility or any other document to which the District is a party that establishes an obligation to provide credit and/or liquidity support with respect to the Certificates, written notice that such document is proposed to be amended, extended, renewed, replaced or terminated, as the case may be, and the expected date of execution and delivery of such amendment, extension, renewal, replacement or termination, as the case may be;

(iii) within five Business Days after the execution and delivery of any amendment, extension, renewal, replacement or termination, as the case may be, of the Credit Facility or any other document to which the District is a party that establishes an obligation to provide credit and/or liquidity support with respect to the Certificates, a copy thereof; and

(iv) no later than three Business Days after receiving a request from the Agent for any document requested pursuant to this section, a copy thereof.

In each instance that a document is delivered to the Agent pursuant to this Section 4(f), the District shall provide: (A) a final execution copy of each relevant document; and (B) in any such document where any redactions are made, (x) a redacted final execution copy of such document, and (y) a file containing a list describing the nature of all redactions that have been made to such document.

If there are any additional regulatory requirements, amendments or modifications to the securities laws with which the Agent must comply, the District shall take all steps reasonably requested by the Agent or its counsel necessary to comply with such additional requirements. In the event the District does not provide the Agent with a copy of a document described in this Section 4(f), the District acknowledges that the Agent may file a notice with the MSRB's Short-Term Obligation Rate Transparency System ("SHORT System") that such document will not be provided at such time as is specified by the MSRB and in the SHORT System users' manual

Section 5. **Remarketing.** (a) The District has appointed the Agent as the exclusive agent for the remarketing of the Certificates pursuant to this Remarketing Agreement and, in reliance on the representations contained herein and subject to the terms hereof, the Agent accepts the duties and obligations of the Remarketing Agent herein and under the Trust Agreement and agrees to use its best efforts to solicit offers to purchase, at a price of 100% of the principal evidenced thereby plus accrued interest evidenced thereby, if any, the Certificates which have been tendered or deemed tendered by the holders thereof pursuant to the Trust Agreement and to perform the other obligations of the Remarketing Agent as set forth herein and in the Trust Agreement; *provided, however*, that at no time shall the Certificates, while bearing interest at a Weekly Rate, be remarketed, or delivered by the Agent, in any denomination other than in the amount of $100,000 or any integral multiple of $5,000 in excess thereof. The Agent further agrees to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the District at all times.

(b) In the event of (i) a suspension or material limitation in trading in securities generally on the New York Stock Exchange, (ii) a general moratorium on commercial banking activities in New York declared by either federal or New York State authorities or (iii) the engagement by the United States in hostilities or escalation of existing hostilities or a declaration of a national emergency or war, if the effect of any of which in the Agent's judgment makes it impracticable or inadvisable to proceed with solicitation of offers to purchase the Certificates, and so long as such situation continues to exist (it being acknowledged by the parties hereto that as of the date hereof no such event is occurring),

the Agent shall have the right to terminate its obligations under this Remarketing Agreement at any time by notifying the District in writing or by facsimile transmission, telex or other electronic communication.

(c) In consideration of the Agent's services hereunder, during periods when Certificates are in the Weekly Rate Mode, the District agrees to pay an annual fee of nine basis points (0.09%) based upon the outstanding principal amount evidenced by the Certificates bearing interest at a Weekly Interest Rate on the first day of each calendar quarter, payable quarterly in arrears commencing on the first day of the next following calendar quarter. Payment for any partial calendar quarter shall be made on a pro rata basis. The Agent's fees for services hereunder for Certificates in the Extended Rate Mode or the Long Term Rate Mode shall be as may be agreed upon by the Agent and the District. Any fee due but unpaid upon the termination of this Remarketing Agreement shall be payable by the District upon termination. If this Remarketing Agreement terminates as provided in Section 10 hereof, the District shall pay to the Agent any portion of the annual fee due and owing the Agent

(d) The Agent shall suspend remarketing of any Certificates upon receipt of written notice from the Bank of an Event of Default under Section 6.01 of the Reimbursement Agreement until such time as the Bank notifies the Agent that such Event of Default has been cured or waived.

Section 6. **<u>The Agent.</u>** (a) The Agent will be acting solely as the remarketing agent in the re-sale of the Certificates, and the Agent's responsibility is limited to the use of its best efforts to solicit offers to purchase the Certificates.

(b) The commitment to remarket the Certificates shall not be construed to obligate the Agent to use any of its own funds or otherwise incur financial liability in acting as Agent hereunder.

(c) The Agent, in its individual capacity, either as principal or agent, may buy, sell, own, hold and deal in any of the Certificates, and may join in any action which any holder of Certificates may be entitled to take, with like effect as if it did not act in any capacity hereunder. The Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the District and may act as depository, trustee or agent for any committee or body of holders of Certificates or other obligations of the District as freely as if it did not act in any capacity hereunder. The District also acknowledges that the Agent is a full service firm that, together with its affiliates, is engaged in securities trading and brokerage activities and provides investment banking, financing and financial advisory services. In the ordinary course of its trading, brokerage and financing activities, the Agent (and/or its affiliates) may at any time hold long or short positions, and may trade or otherwise effect transactions, for their own accounts or the accounts of customers, in debt or equity securities or financial instruments (including bank loans and other obligations) of the District.

(d) The District acknowledges and agrees that (i) the Agent is acting solely as a principal and not the agent or fiduciary of the District, and in particular that the Agent is not acting as a "municipal advisor" (as defined in Section 15B of the Exchange Act) and the Agent has financial and other interests that differ from those of the District, (ii) the Agent has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the remarketing contemplated hereby or the process leading thereto (irrespective of whether the Agent has advised or is currently advising the District on other matters) or any other obligation to the District except the obligations expressly set forth in this Remarketing Agreement and (iii) the District has consulted its own legal and financial advisors to the extent it deemed appropriate. The District agrees that it will not claim that the Agent is a "municipal advisor" within the meaning of Section 15B of the Exchange Act, or owes a fiduciary or similar duty to the District in connection with such transaction or the process leading thereto.

Section 7. **<u>Indemnification.</u>** The District agrees to indemnify and hold harmless the Agent and its affiliates, and their respective directors, officers, agents and employees, and each other entity or person, if any, controlling the Agent or any of its affiliates within the meaning of either Section 15 of the Securities Act or Section 20 of Exchange Act, as amended (the Agent and each such entity or person being

collectively referred to as the “Indemnified Parties” and each, an “Indemnified Party”), to the fullest extent permitted by law, from and against any losses, claims, damages, obligations, penalties, judgments, awards and other liabilities (collectively, “Liabilities”) and will fully reimburse the Agent for any and all fees, costs, expenses and disbursements (collectively, “Expenses”), as and when incurred, of investigating, preparing or defending any claim, action, suit, proceeding or investigation, whether or not in connection with pending or threatened litigation or arbitration and whether or not the Agent is a party (collectively, “Actions”) (including any and all legal and other Expenses in giving testimony or furnishing documents in response to a subpoena or otherwise), directly or indirectly, (i) relating to, arising out of or in connection with the performance by the Agent of the Agent’s obligations under this Remarketing Agreement or the Trust Agreement, whether or not the Agent is a party, (ii) caused by any untrue statement or alleged untrue statement of a material fact contained in the Official Statement or Reoffering Statement, as amended or supplemented (including but not limited to any documents deemed to be incorporated therein by reference), or caused by any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or (iii) relating to, arising out of or in connection with the District taking any action or consent to the taking of any action, including, but not limited to, consents to amendments or supplements to any of the documents relating to the Certificates without first obtaining the consent of the Agent. With respect to clause (i) above, the District will not, however, be responsible for any Liabilities (or Expenses relating thereto) that are finally judicially determined by a court of competent jurisdiction to have resulted primarily and directly from the gross negligence or willful misconduct of any Indemnified Party. The District also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the District for or in connection with the performance by the Agent of the Agent’s obligations under this Remarketing Agreement or the Trust Agreement, except for any such Liability with respect to clause (i) above incurred by the District that are finally judicially determined by a court of competent jurisdiction to have resulted primarily and directly from the gross negligence or willful misconduct of such Indemnified Party.

If any Action is commenced as to which the Agent proposes to demand indemnification hereunder, it will notify the District with reasonable promptness; provided, however, that any failure by the Agent to notify the District will not relieve the District from its obligations hereunder. The Agent will have the right to retain legal counsel of its own choice to represent it, and the District will pay the Expenses of such legal counsel. The District will be liable for any settlement of any claim against the Agent made with the District’s written consent, which consent will not be unreasonably withheld. The District will not, without the prior written consent of the Agent, settle or compromise any claim, or permit a default or consent to the entry of any judgment, in any Action in which an Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party, unless such settlement (x) includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such proceeding and (y) does not include a statement as to or admission of, fault, culpability or a failure to act by or on behalf of any such Indemnified Party.

In order to provide for just and equitable contribution, if a claim for indemnification pursuant to this Section 7 is made but it is finally judicially determined by a court of competent jurisdiction that such indemnification may not be enforced in such case, even though the express provisions hereof provide for indemnification in such case, then the District, on the one hand, and the Agent, on the other hand, will contribute to the Liabilities and Expenses to which the indemnified persons may be subject (i) in such proportion as is appropriate to reflect the relative benefits received by the District, on the one hand, and the Agent, on the other hand, from the marketing of the Certificates or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the District and of the Agent in connection with the actions, statements or omissions that resulted in such Liabilities, as well as any other relevant equitable considerations. The District agrees that for purposes of this paragraph, the relative benefits to the District and the Agent of any contemplated marketing of the Certificates (whether or not successful) will be deemed to be in the same proportion as the total value paid, issued or received or contemplated to be paid, issued or received to or by the District or its stockholders in connection with such marketing of the Certificates bears to the fees actually paid or payable to the Agent under this Remarketing Agreement. The relative fault of the District, on the one hand, and the Agent, on the other hand (i) in the case of any untrue or alleged untrue statement of a material

fact or any omission or alleged omission to state a material fact, shall be determined by reference to, among other things, whether such statement or omission relates to information supplied by the District and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission, and (ii) in the case of any other action or omission, shall be determined by reference to, among other things, whether such action or omission was taken or omitted to be taken by the District or by the Agent and the parties' relative intent, knowledge, access to information and opportunity to prevent such action or omission.

The District and the Agent agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by *pro rata* allocation or by any other method of allocation that does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an Indemnified Party as a result of the Liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other Expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such action or claim. Notwithstanding any of the provisions of this Section 7, in no event shall the Agent's aggregate contribution to the amount paid or payable exceed the aggregate amount of fees actually received by it under this Remarketing Agreement.

Section 8. **Intention of Parties.** It is the expressed intention of the parties hereto that no purchase, sale or transfer of any Certificates, as herein provided, or the setting of interest rates in respect thereof, shall constitute or be construed to be the extinguishment of the indebtedness evidenced thereby or the reissuance or the refunding of any indebtedness evidenced thereby.

Section 9. **Amendments.** This Remarketing Agreement may not be amended except by a writing signed by each of the parties hereto.

Section 10. **Term.** Unless previously terminated, this Remarketing Agreement shall remain in full force and effect until payment in full, or the provision for payment in full, of the Certificates, or on the day after all Certificates are converted to bear interest at a Fixed Rate. The District shall have the right to terminate this Remarketing Agreement at any time upon the giving of 30 days' prior written notice to the Agent and the Agent shall have the right to terminate this Remarketing Agreement at any time upon the giving of not less than 30 days' prior written notice to the District, the Bank and the Trustee, provided that no such termination will be effective until a successor is appointed and has accepted the responsibilities as Remarketing Agent in accordance with the Trust Agreement. The District shall promptly pay to the Agent the compensation, in accordance with Section 5(c) hereof, accrued through the effective date of such termination.

Section 11. **Notices.** Unless otherwise provided herein, all notices, Certificates, requests or other communications hereunder shall be deemed given when delivered in writing by hand or sent by facsimile transmission, telex or registered mail, postage prepaid, addressed as follows:

If to the District: _____
_____
_____
Attention: _____
Tel: _____
Fax: _____
E-mail: _____

If to the Agent: Mitsubishi UFJ Securities (USA), Inc.
400 California Street, 11th Floor
San Francisco, CA 94104
Attn: David Kelp

Tel: 415-489-3975
Fax: 646-434-3476
E-mail: dkelp@us.sc.mufg.jp (with copy to TransactionManagement@us.sc.mufg.jp)

If to the Bank (so long as the VRDB Credit Enhancement Instrument is outstanding): Union Bank, N.A.
445 South Figueroa Street G16-450
Los Angeles, CA 90071
Attn: Anne Kupfer
Tel: 213-236-6434
Fax: 213-236-6917
E-mail: anne.kupfer@unionbank.com

If to the Trustee: _____
_____
_____
Attn: _____
Tel: _____
Fax: _____
E-mail: _____

Each of the above parties may, by written notice given hereunder to the others, designate any further or different addresses to which, or means by which, subsequent notices, Certificates, requests or other communications shall be sent.

Section 12. **Governing Law.** This Remarketing Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 13. **Counterparts.** This Remarketing Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Section 14. **Captions.** The captions or headings in this Remarketing Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Remarketing Agreement.

Section 15. **Assignment.** The obligations of the respective parties hereto may not be assigned or delegated to any other person without the consent of the other party hereto and of the Bank, which shall not be unreasonably withheld. This Remarketing Agreement will inure to the benefit of and be binding upon the District and the Agent and their respective successors and assigns, and will not confer any rights upon any other person, partnership, associations or corporation other than persons, if any, controlling the Agent within the meaning of the Securities Act; provided the Bank shall be a third party beneficiary of this Remarketing Agreement. The terms “successors” and “assigns” shall not include any purchaser of any of the Certificates merely because of such purchase.

Section 16. **Mitsubishi UFJ Securities (USA), Inc. to be Sole Agent.** The District agrees that unless and until this Remarketing Agreement has been terminated as provided herein, no additional remarketing agent will be appointed unless the Agent consents in writing to such appointment.

Section 17. **Severability.** If any provisions of this Remarketing Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions, because it conflicts with any provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or

circumstance, or of rendering any other provision or provisions of this Remarketing Agreement invalid, inoperative or unenforceable to any extent whatever.

IN WITNESS WHEREOF, the parties hereto have caused this Remarketing Agreement to be duly executed as of the day and year first above written.

Otay Water District

By: _____

MITSUBISHI UFJ SECURITIES (USA), INC.

By: _____

AGENDA ITEM 7

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	April 2, 2014
		PROJECT: Various	DIV. NO.: ALL
SUBMITTED BY:	Geoffrey Stevens Chief Information Officer		
APPROVED BY:	☒ German Alvarez, Assistant General Manager ☒ Mark Watton, General Manager		
SUBJECT:	FY 2014 MID-YEAR STRATEGIC PLAN AND PERFORMANCE MEASURES REPORT		

GENERAL MANAGER'S RECOMMENDATION:

No recommendation -- informational item only.

COMMITTEE ACTION:

See "Attachment A".

PURPOSE:

To provide a mid-year report on the District's Strategic Performance Plan for FY 2014.

ANALYSIS:

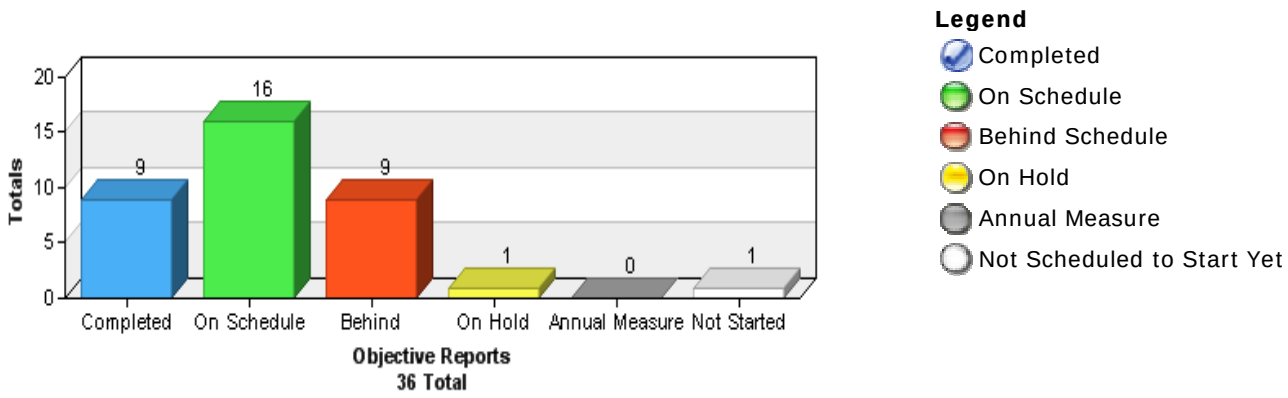
The District is in the final year of the three-year Strategic Plan for Fiscal Years 2012-2014. At the end of the 2nd quarter, FY 2014 results for the objectives are below target averages, and the performance measures exceed the target averages of 90% and 75%, respectively.

Strategic Plan Objectives

Strategic Plan Objectives are designed to ensure we are making the appropriate high-level changes necessary to move the agency in the planned direction to meet new challenges and opportunities. Objective results were below target at 74% complete, ahead, or on schedule (target is 90%). These results are lower than the previous year-end report.

The lower rating appears to be attributed to timing issues with several projects where deliverables are delayed into the next quarter.

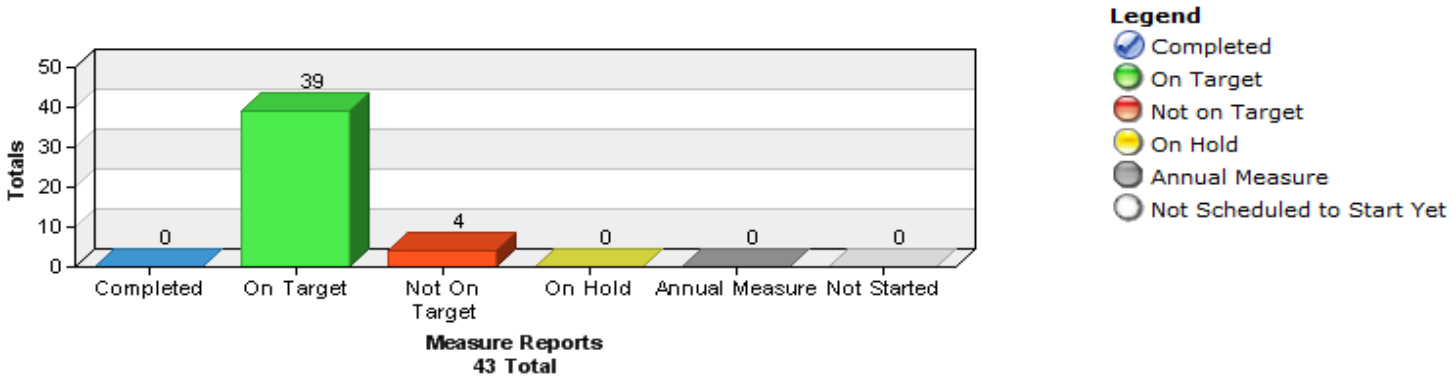
74% of Strategic Plan Objectives (25 of 34) Completed or On Schedule



Performance Measures

Performance measures are designed to track the day-to-day performance of the District. These items measure the effectiveness and efficiency of daily operations, and where possible, we utilize the AWWA QualServe Benchmarks as the basis for comparison. The overall goal is that at least 75% of these measures be rated “on target”. Mid-year FY 2014 District results exceed the goal of 75%, with 39 of 43 (91%) items achieving the desired target or above.

91% of Performance Measures (39 of 43) On or Above Target



Next Steps

Staff briefed the Board last month on the District's progress towards development of the FY 15-18 Strategic Plan, which will be presented with the FY 15 Budget in May 2014.

Committee Reports – Slideshow

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

Strategic Plan Available to Board Online

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

FISCAL IMPACT: ☒ Joe Beachem, Chief Financial Officer

None -- informational item only.

STRATEGIC GOAL:

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

LEGAL IMPACT:

None.

Attachments: Attachment A – Committee Action Report
Attachment B – FY 14 Mid-Year Strategic Plan Results

ATTACHMENT A

SUBJECT/PROJECT:	FY 2014 MID-YEAR STRATEGIC PLAN AND PERFORMANCE MEASURES REPORT

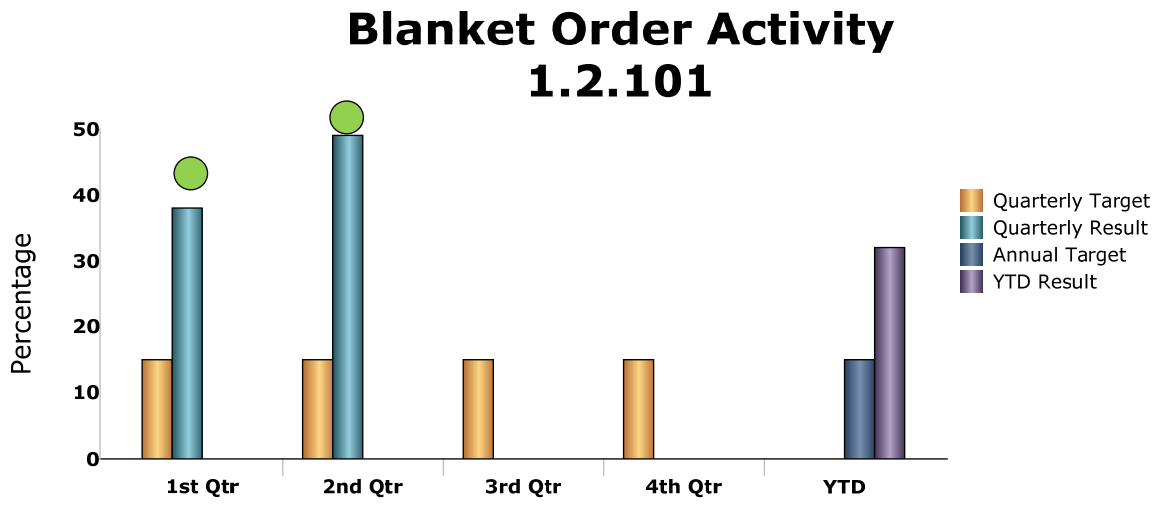
COMMITTEE ACTION:

Both the Engineering and Operations Committee and the Finance, Administration, and Communications Committee met on March 17 and 18, respectively, and reviewed this item. Based upon this discussion, the Committees recommend that the Board receive the attached information.

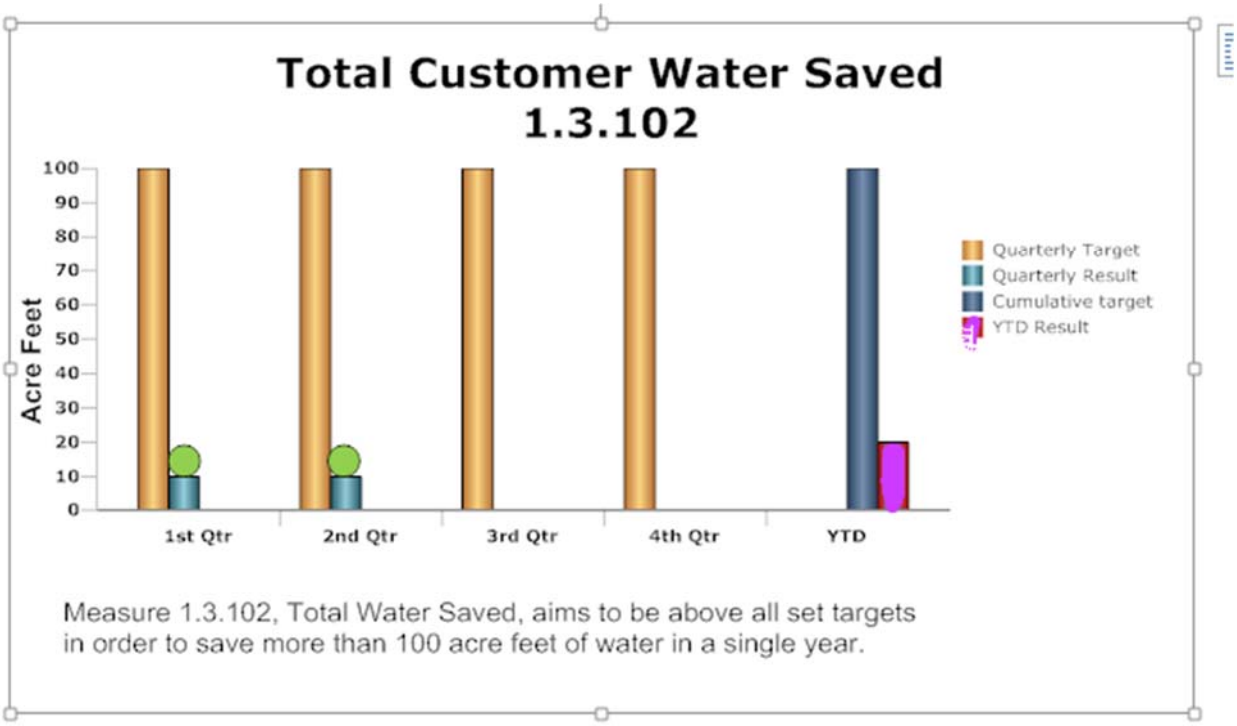
NOTE:

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.

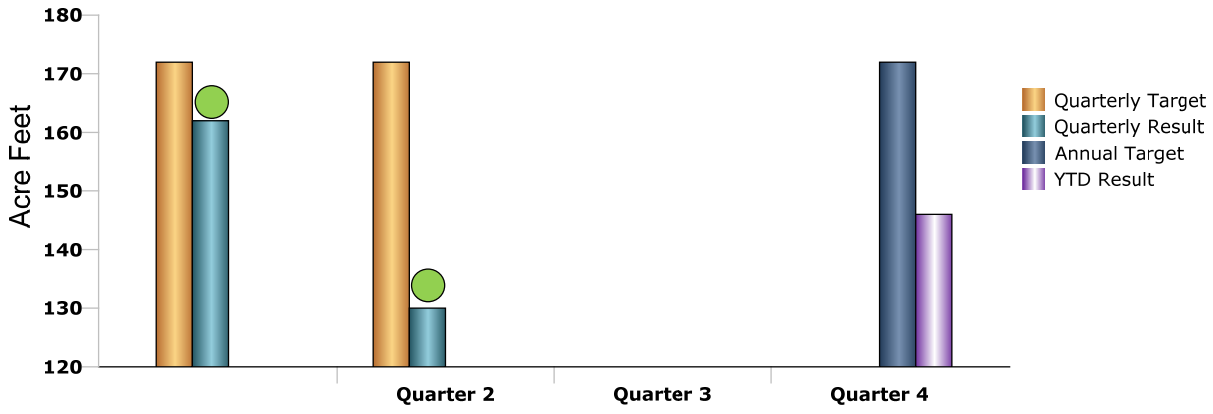
ATTACHMENT B



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

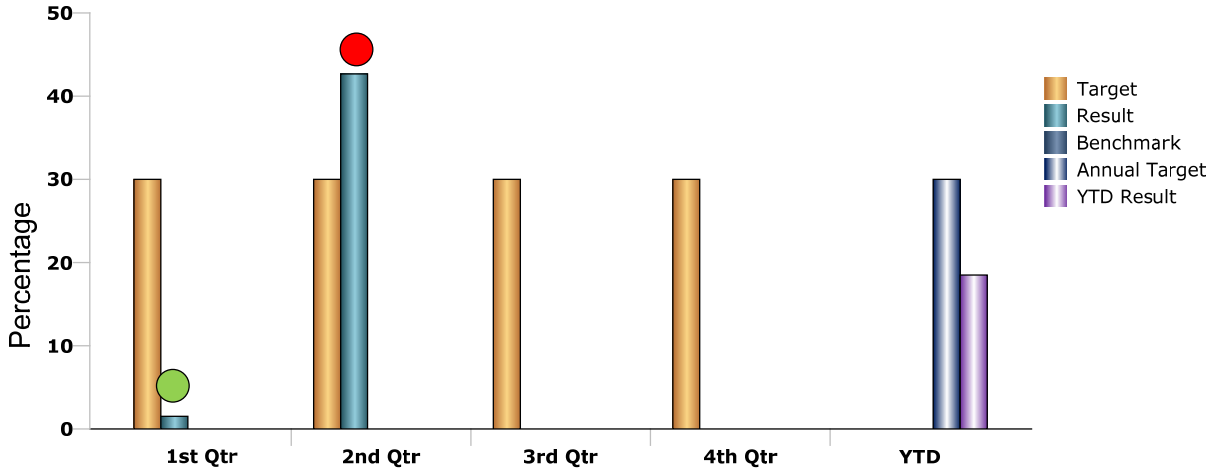


Gallons Per Capita Per Day
1.3.103



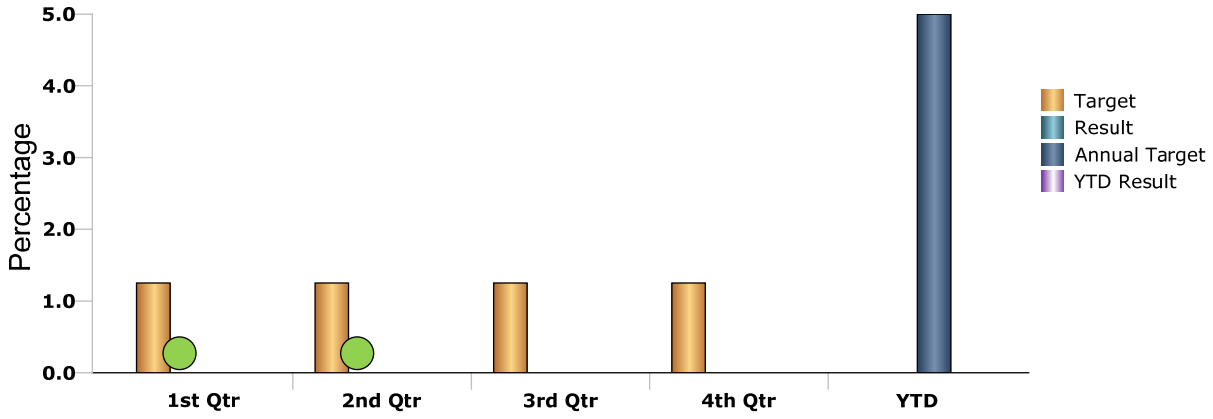
Measure 1.3.103, Otay Water Use, aims to be below 172 Gallons Per Day

Health & Safety Severity Rate (Qualserve)
1.4.104



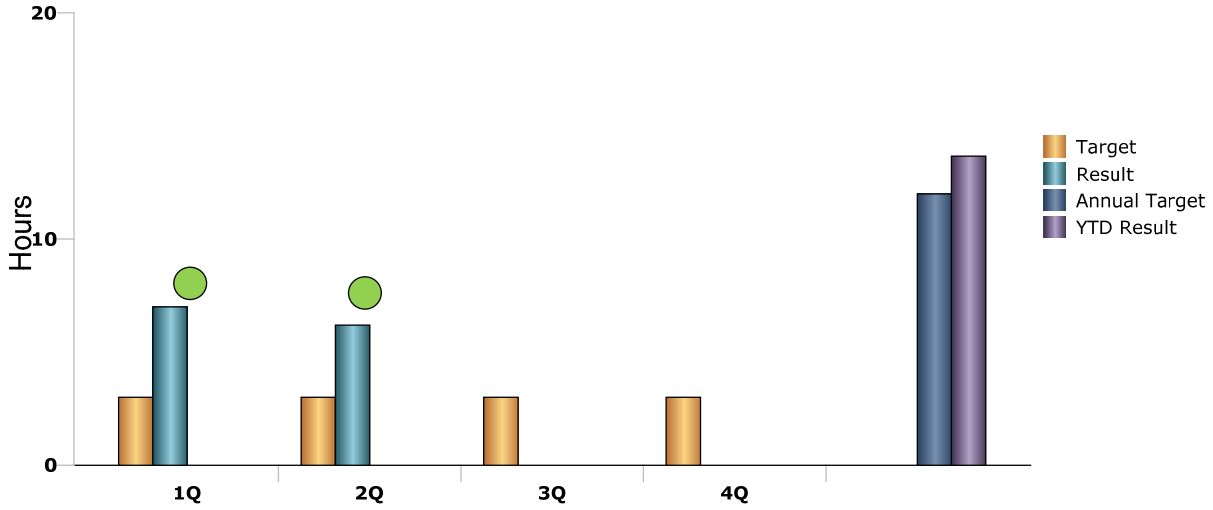
Measure 1.4.104, Health & Safety Severity Rate, aims to be below all set targets in order to have no more than 30% severity rate per quarter in a single year.

Employee Turnover Rate
1.4.105



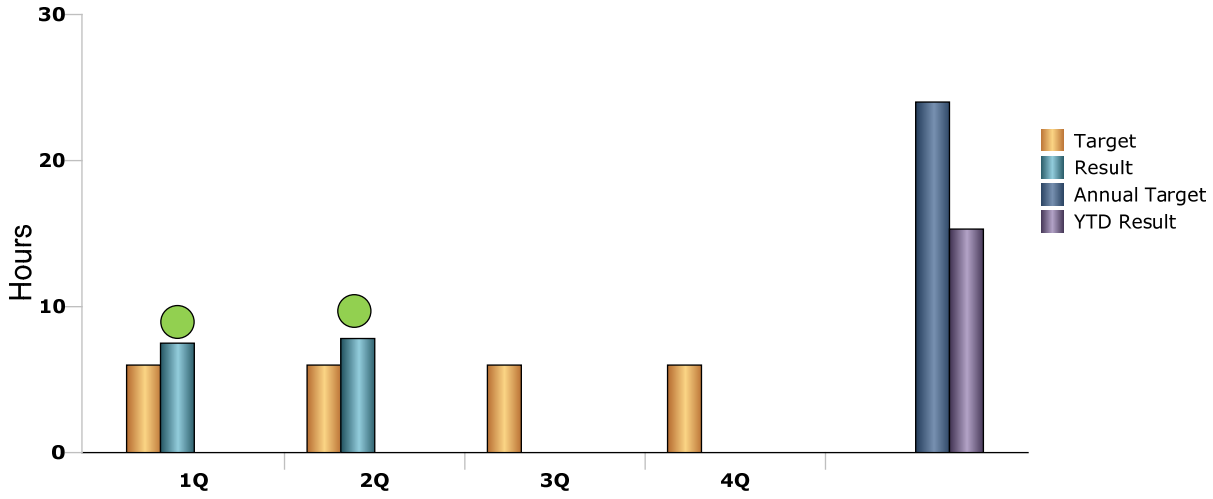
Measure 1.4.105, Turnover Rate, aims to be below all set targets in order to have less than 5% turnover in a single year.

Training Hours Per Employee
1.4.106



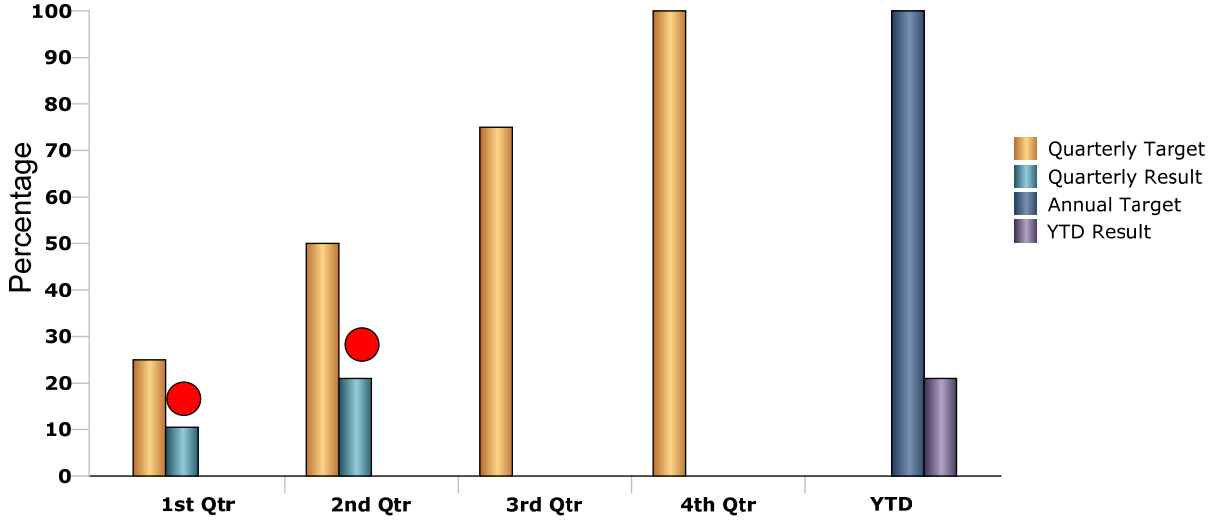
Measure 1.4.106, Training Hours per Employee, aims to be above all set targets in order to have more than 24 hours of training per employee in a single year.

Safety Training Hours Per Employee
1.4.107

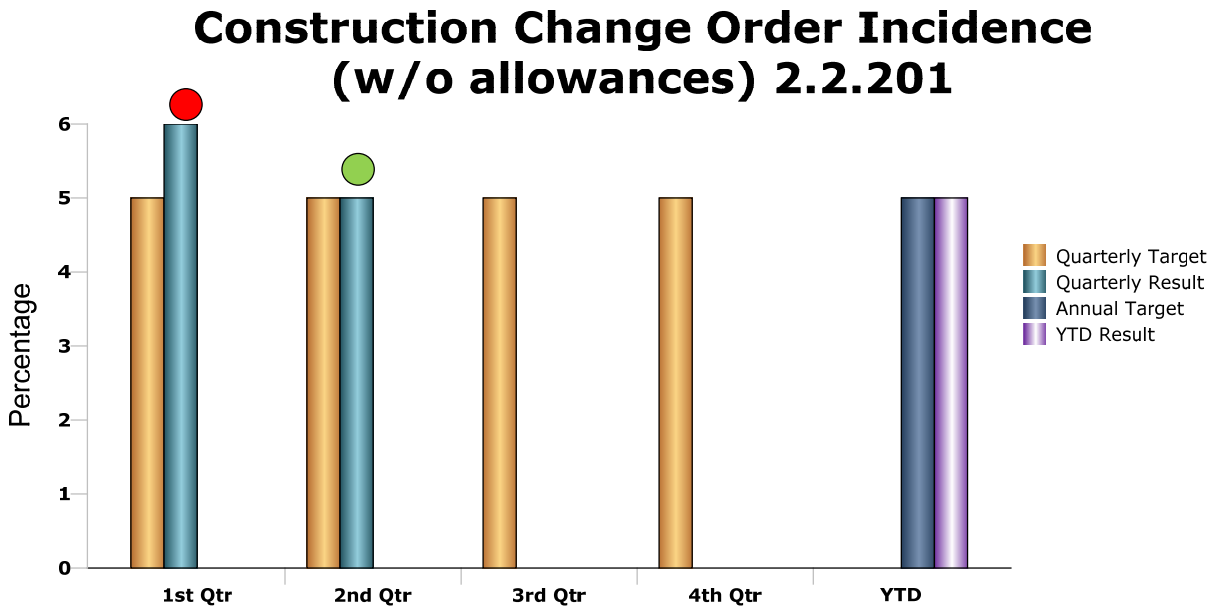


Measure 1.4.106, Training Hours per Employee, aims to be above all set targets in order to have more than 24 hours of training per employee in a single year.

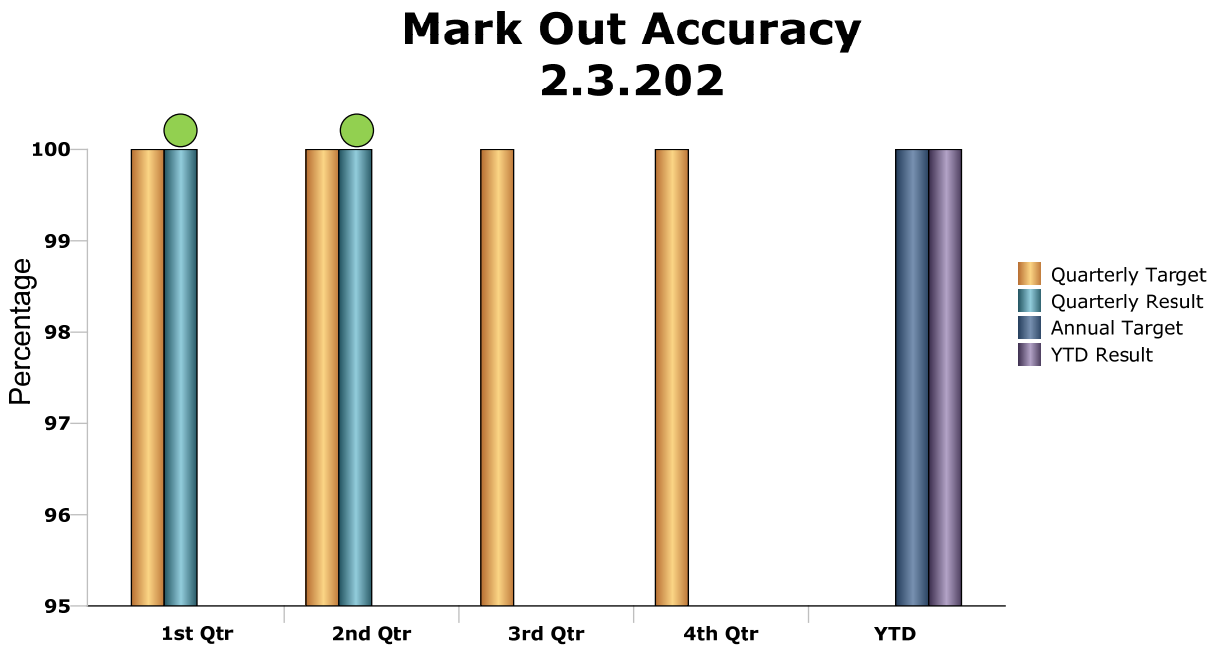
CIP Project Expenditure vs. Budget 2.2.200



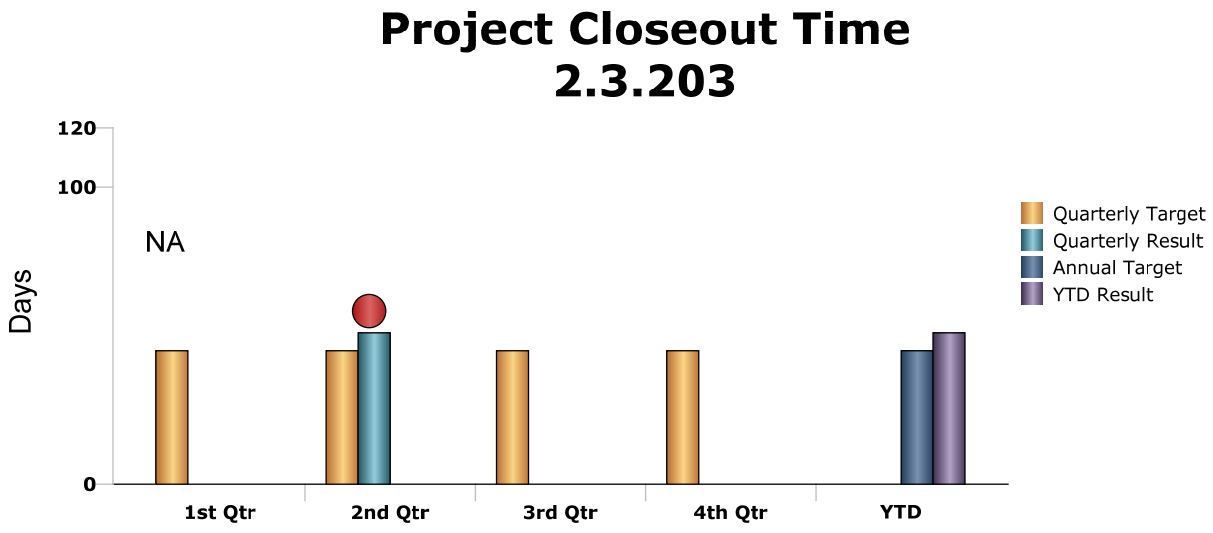
Measure 2.2.200, CIP Project Expenditure vs. Budget, aims to be below all set targets in order to keep expenditures below 100% of the budgeted amount for a single year. Note: Annual result aims to be between 95-100% but is not to exceed 100%. Being significantly below target also gives the measure a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



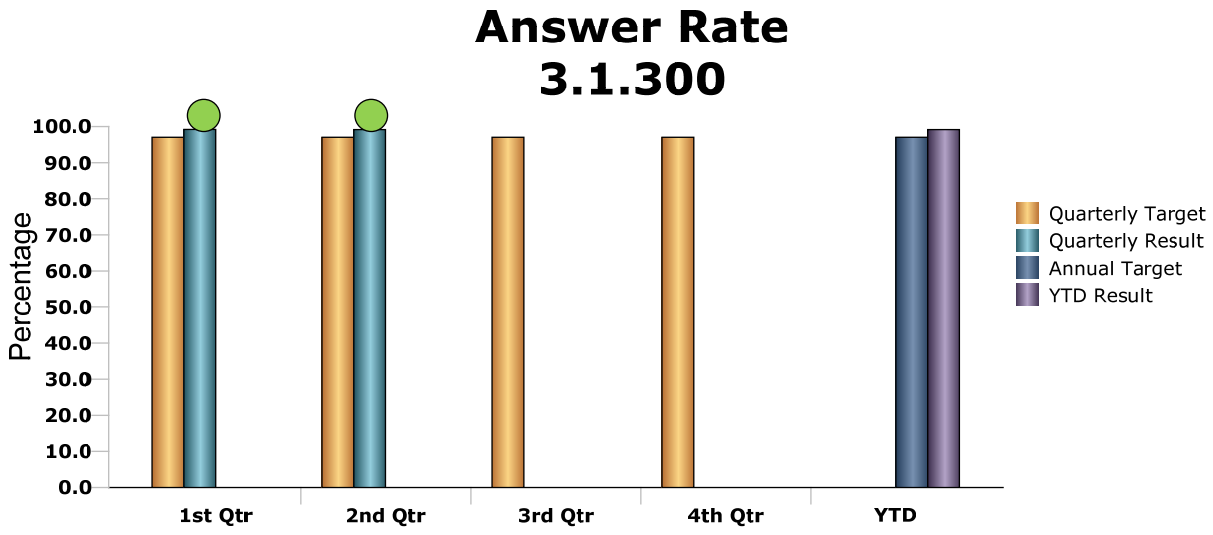
Measure 2.2.201, Construction Change Order Incidence, aims to be below all set targets in order to have no more than 2 % in one year
% rate of change orders in a single year.



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

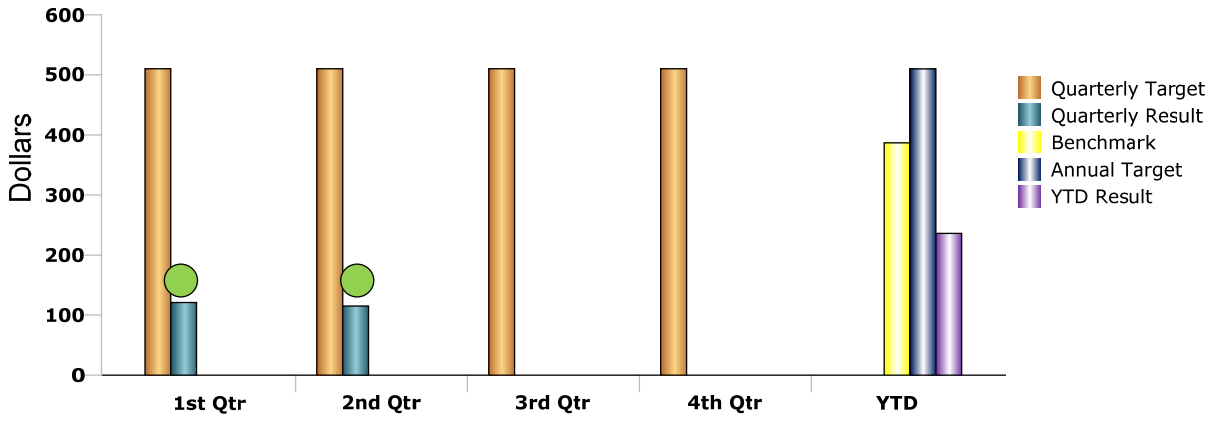


Measure 2.3.203, Project Closeout Time, aims to be below all set targets in order to have an average closeout time of no more than 45 days in a single year. Note: No projects closed out in the 1st quarter 2013.



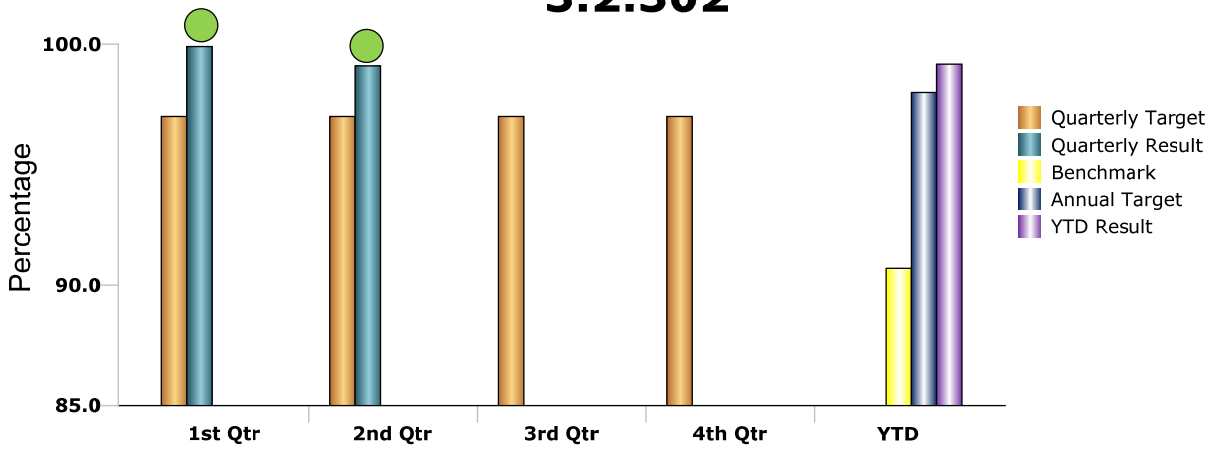
Measure 3.1.300, Answer Rate, aims to be above all set targets in order to have an average answer rate of no less than 97%.

O&M Cost Per Account (Qualserve) 3.2.301

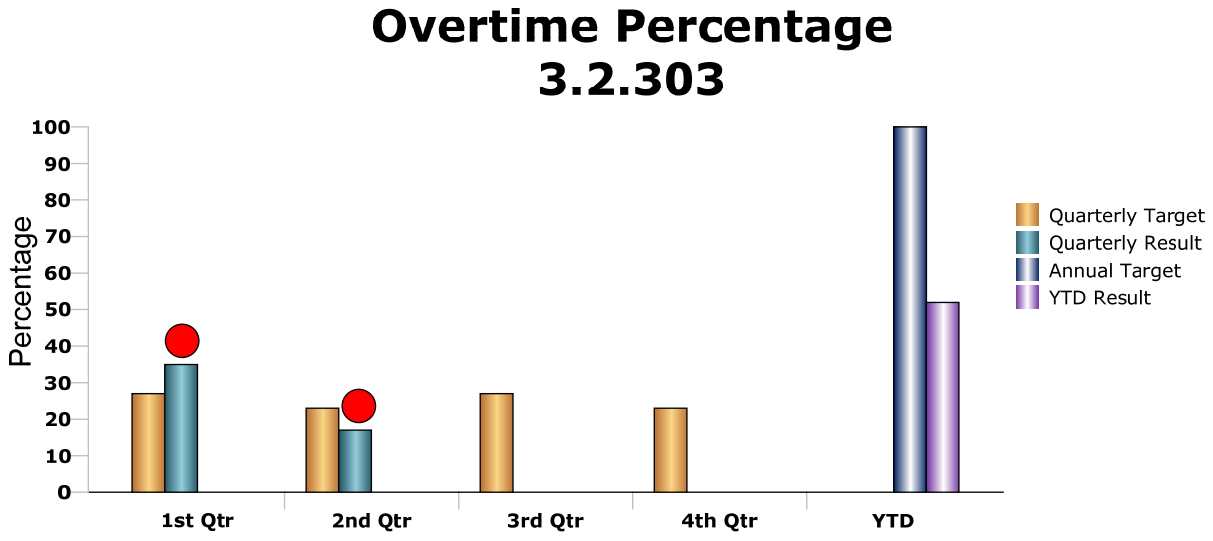


Measure 3.2.301, O&M Cost Per Account, aims to be below all set targets in order to keep O&M cost per account less than $510.40 in a single year.

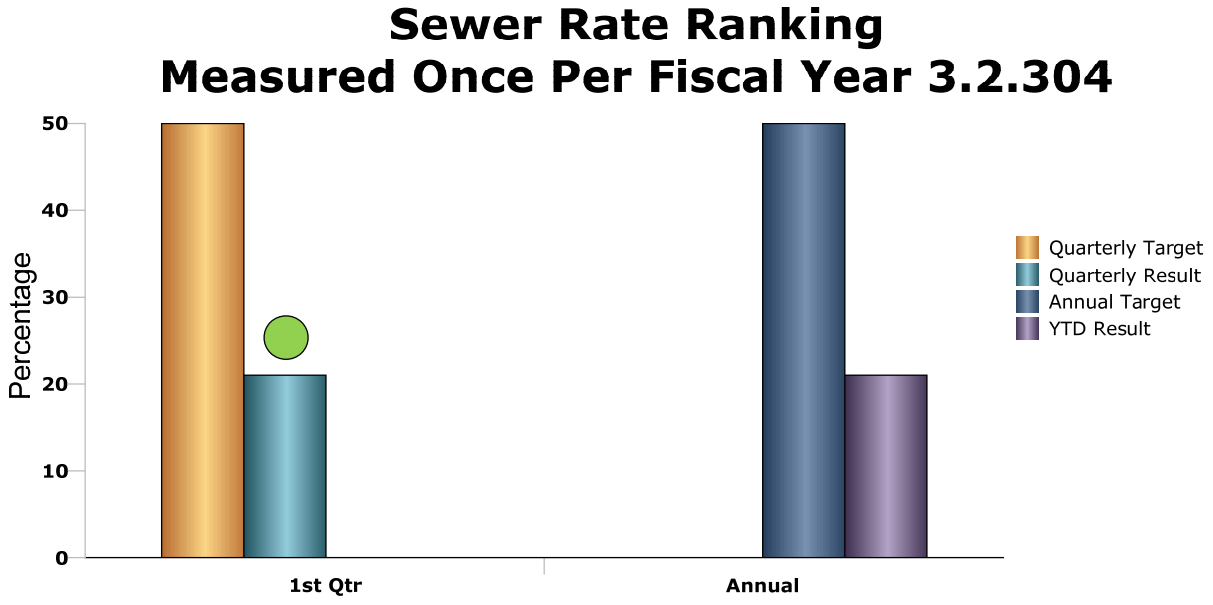
Bill Accuracy (Qualserve) 3.2.302



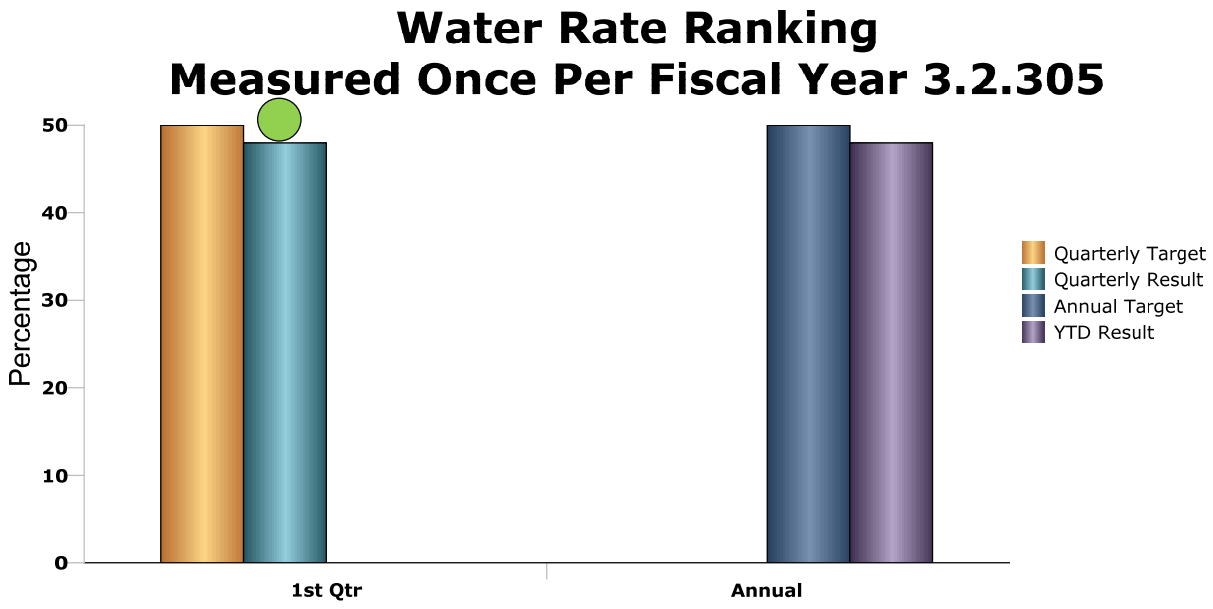
Measure 3.2.302, Billing Accuracy, aims to be above all set targets in order to have no less than 99.8% billing accuracy per quarter in a single year.



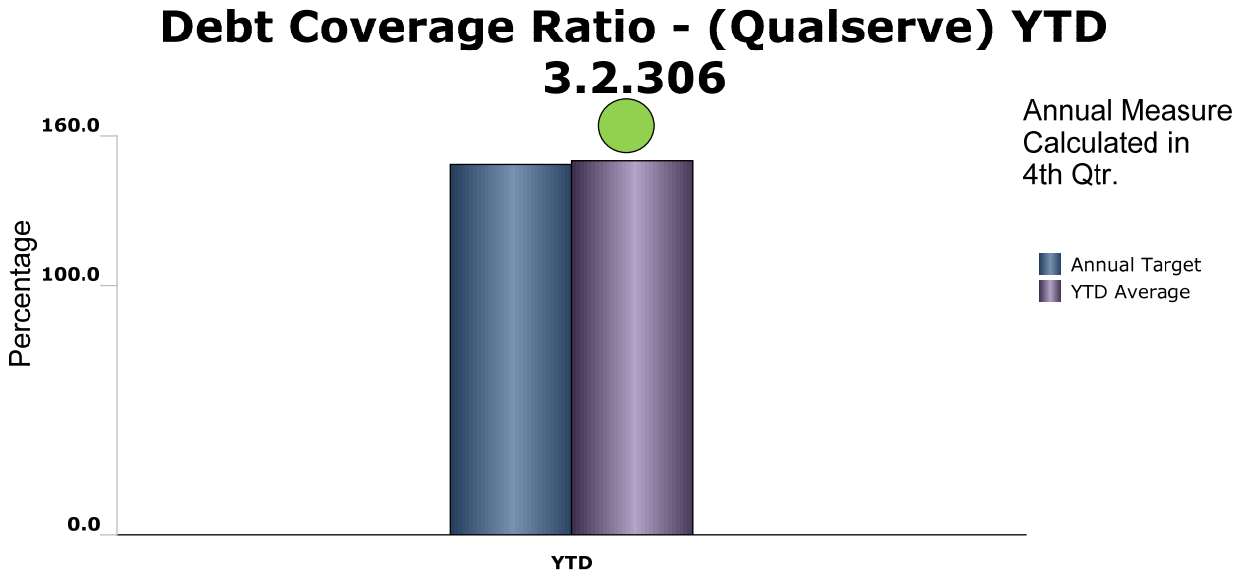
Measure 3.2.303, Overtime Percentage, aims to be between 23 and 27 percent per quarter. In total, less than 100% by the end of the year.



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

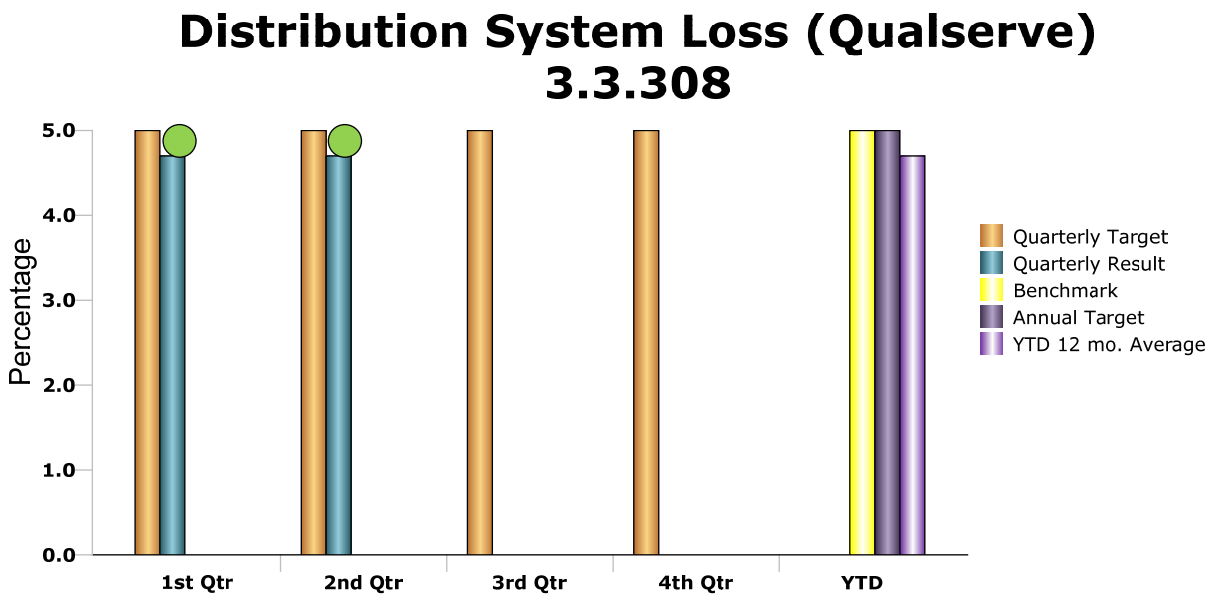


Measure 3.2.305, Water Rate Ranking, is a once yearly survey that is reported on annually in the first quarter and represents the results for the given fiscal year. The District's goal was to be in the top 50



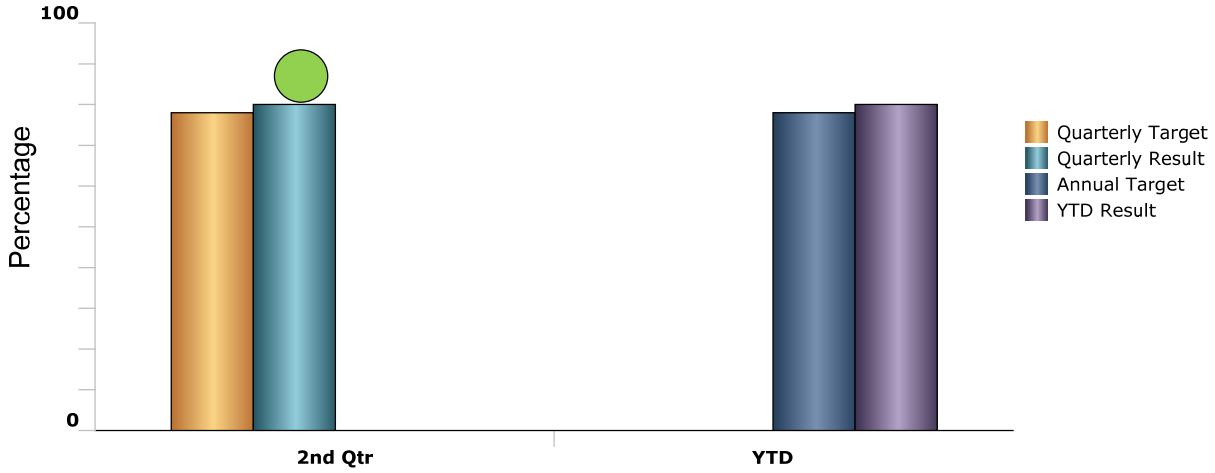
Measure 3.2.306, Debt Coverage Ration aims to be greater than 148%. It is measured annually.

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



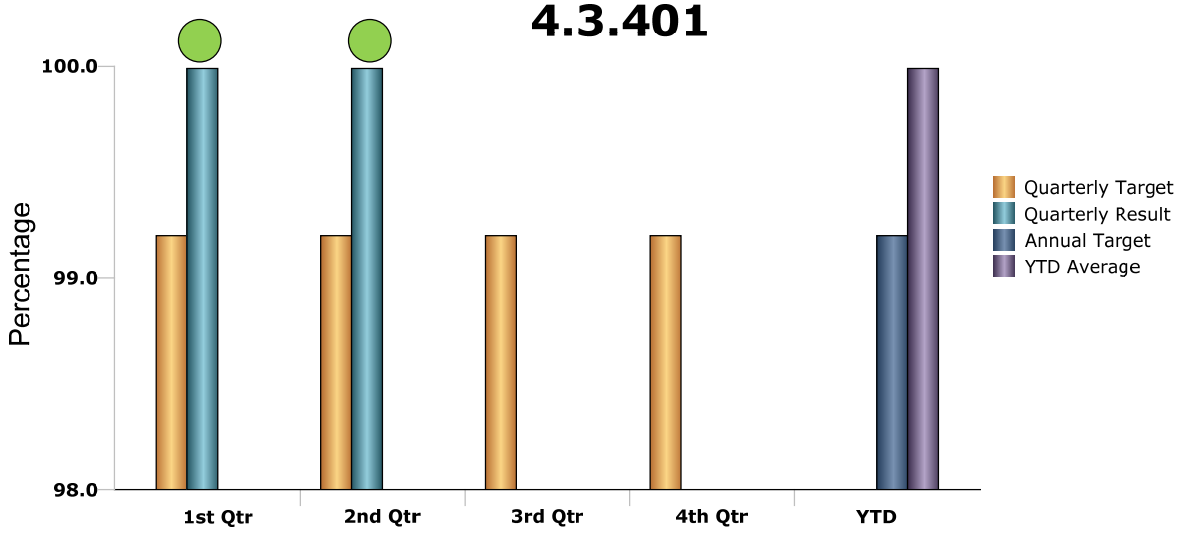
Measure 3.3.308, Distribution System Loss, aims to be below all set targets in order to ensure less than 5% of unaccounted water in a single year.
*The calculation is a year-to-date calculation, so Qtr Result = YTD Result.

Customer Satisfaction Website Measured Once Per Year 4.1.400

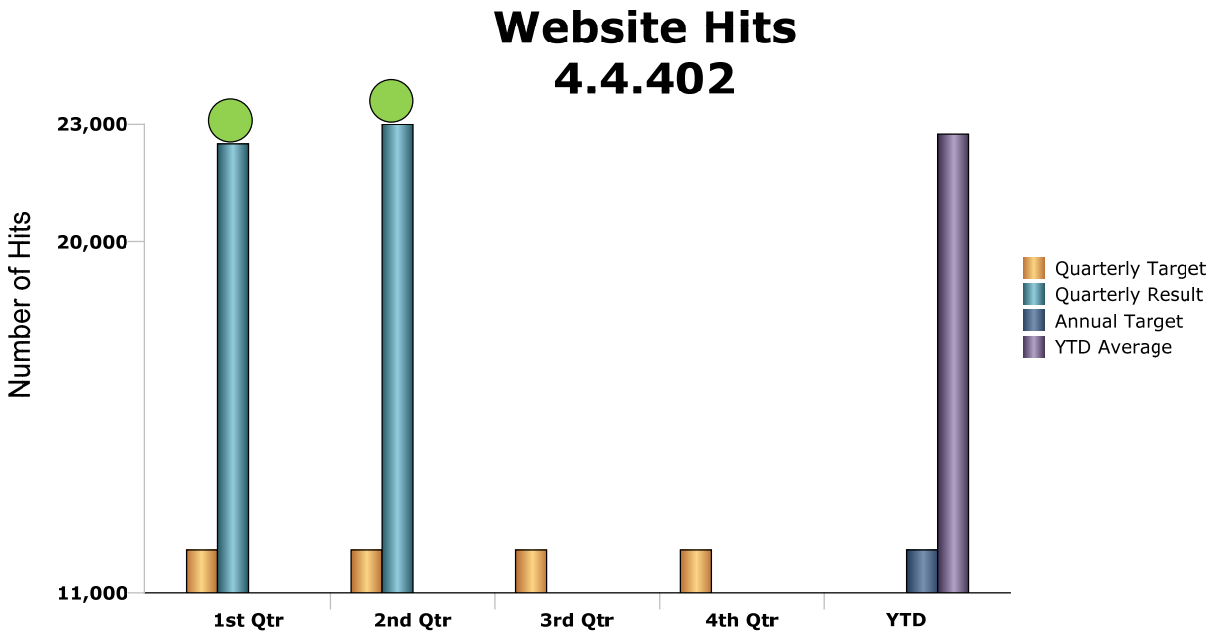


Measure 4.1.400, Customer Satisfaction with Website, is a once yearly survey that is reported on annually in the second quarter and represents the results for the given fiscal year.

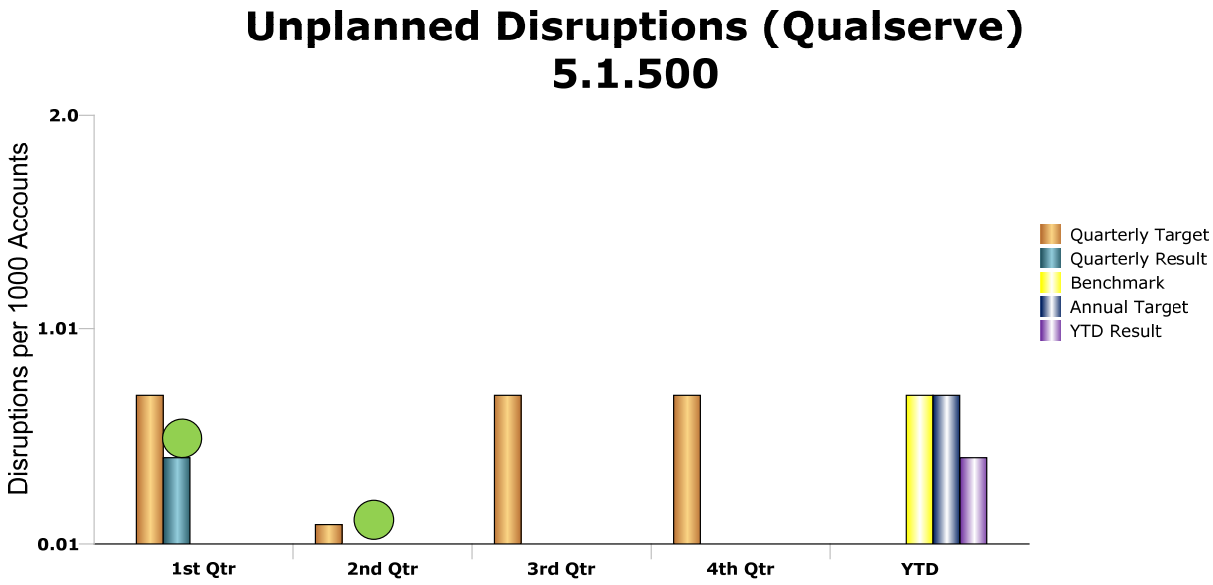
Network Availability 4.3.401



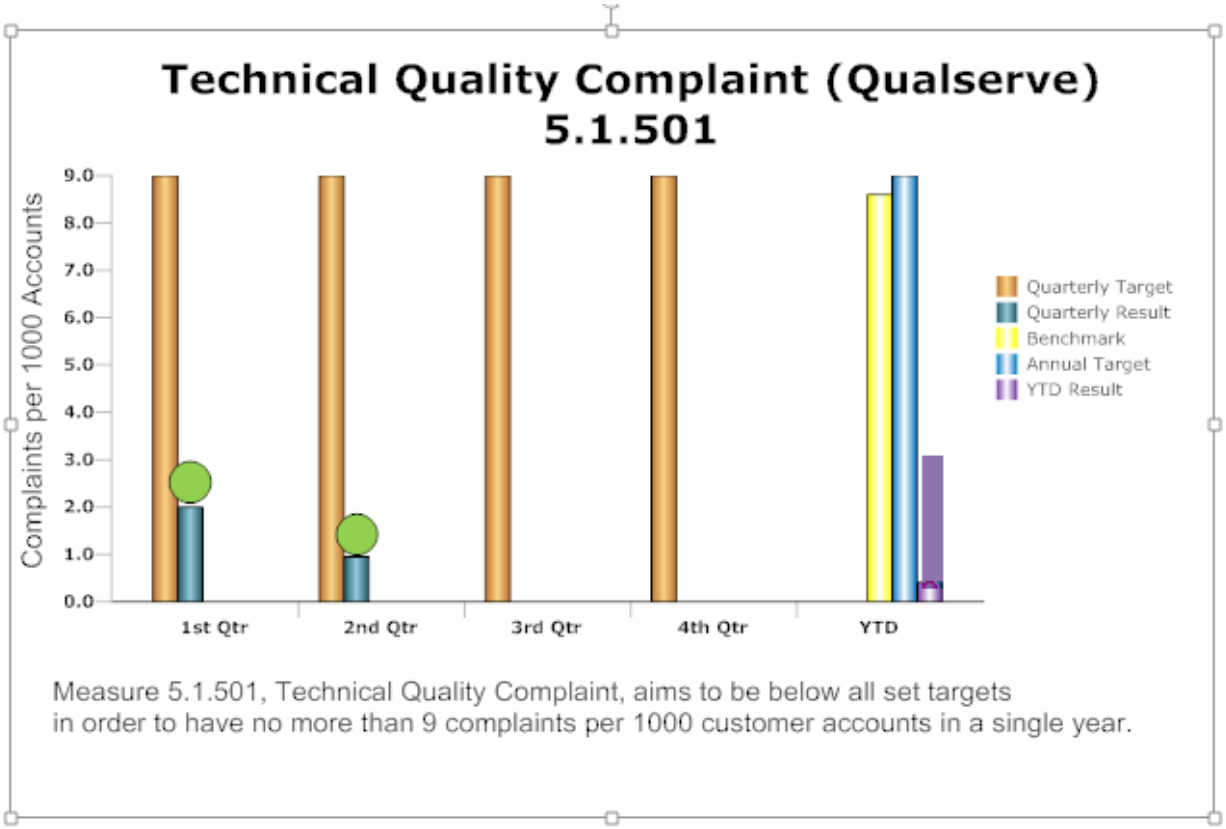
Measure 4.3.401, Network Availability, aims to be above all set targets in order to have an average of no less than 99.2% network availability per quarter in a single year.



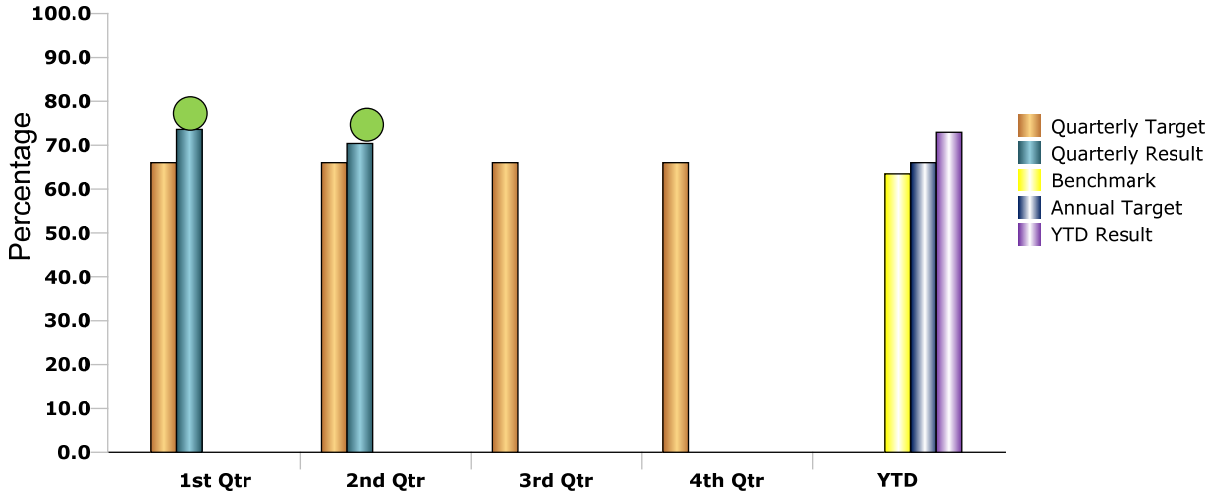
Measure 4.4.402, Website Hits, aims to be above all set targets in order to have an average of no less than 12,100 website hits per quarter in a single year.



Measure 5.1.500, Unplanned Disruptions, aims to be below all set targets in order to have no more than .7 disruptions per 1000 accounts in a single year.
Note: Target is expressed as number of disruptions per 1000 accounts

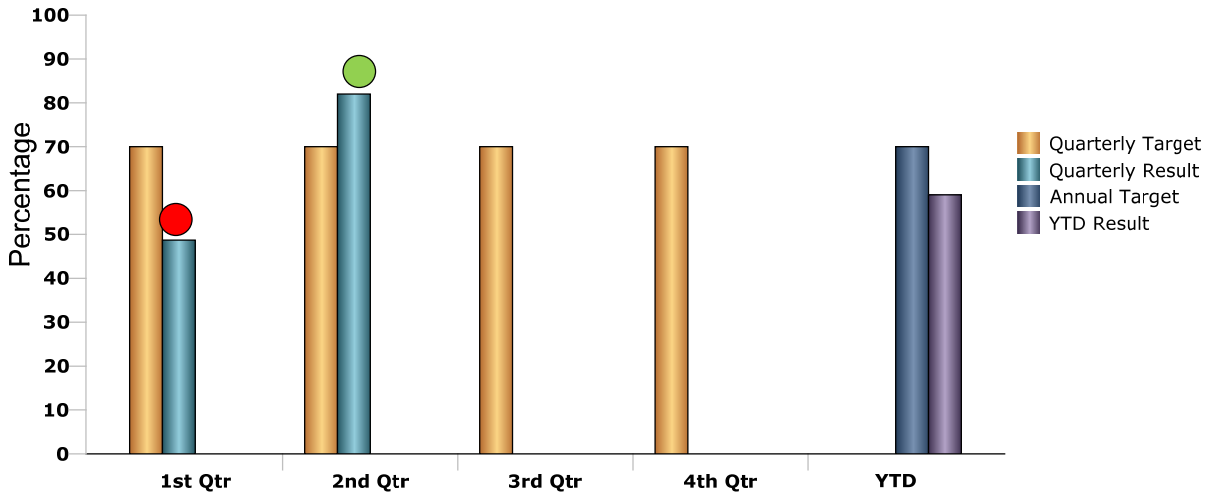


Planned Potable Water Maintenance Ration in $ Qualserve 5.2.502



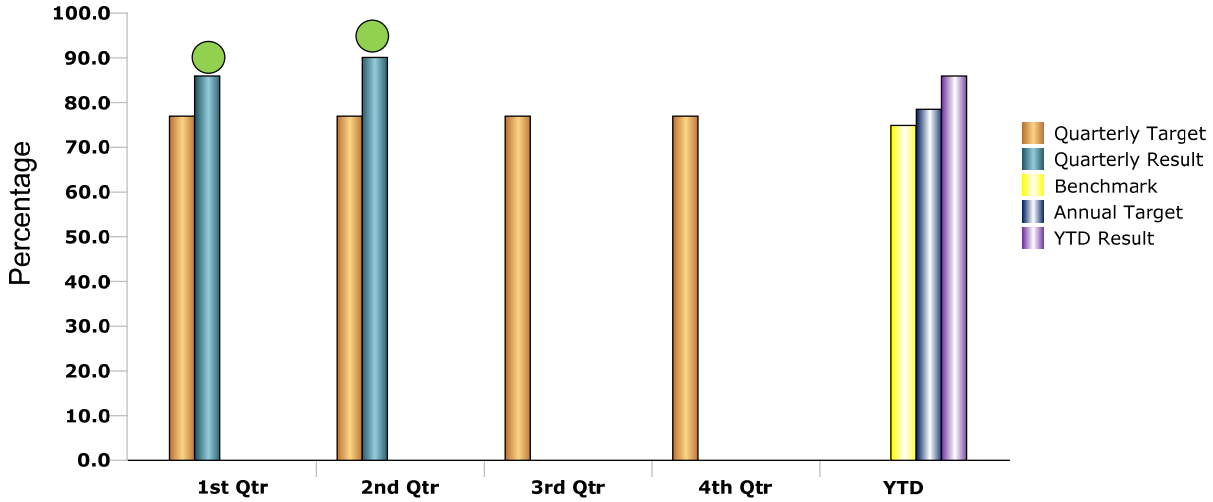
Measure 5.2.502, Planned Potable Water Maintenance Ratio in $, aims to be above all set targets in order to have no less than 66% of all labor dollars spent on preventative maintenance per quarter in a single year. Note: Quarterly results are subject to change.

Planned Recycled Water Maintenance Ratio in $ 5.2.503



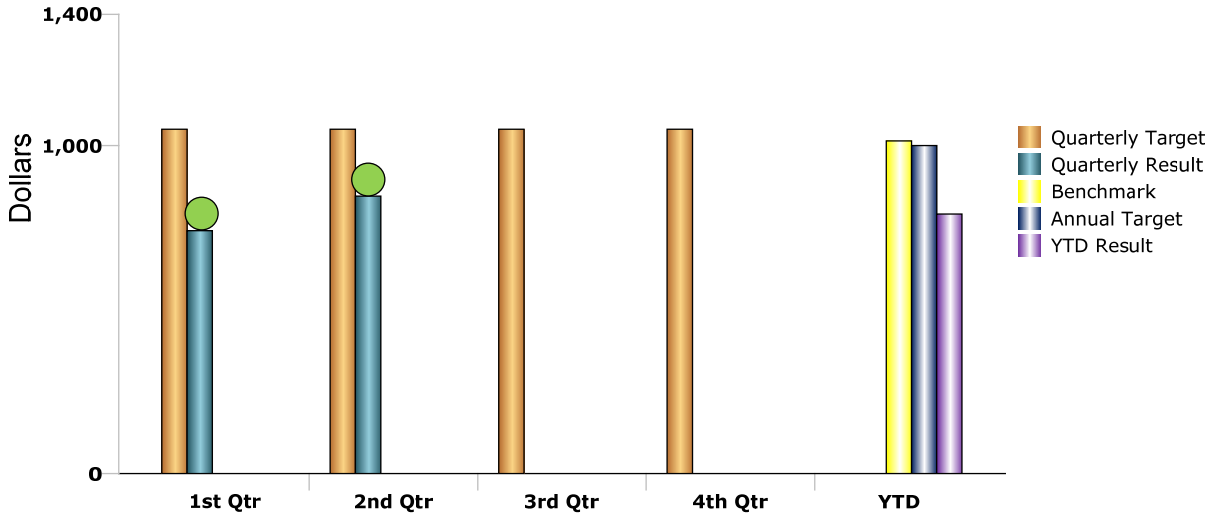
Measure 5.2.503, Planned Recycled Water Maintenance Ratio in $, aims to be above all set targets in order to have no less than 70% of all labor dollars spent on preventative maintenance per quarter in a single year. Note: Quarterly results are subject to change.

Planned Wastewater Maintenance Ration in $ (Qualserve) 5.2.504



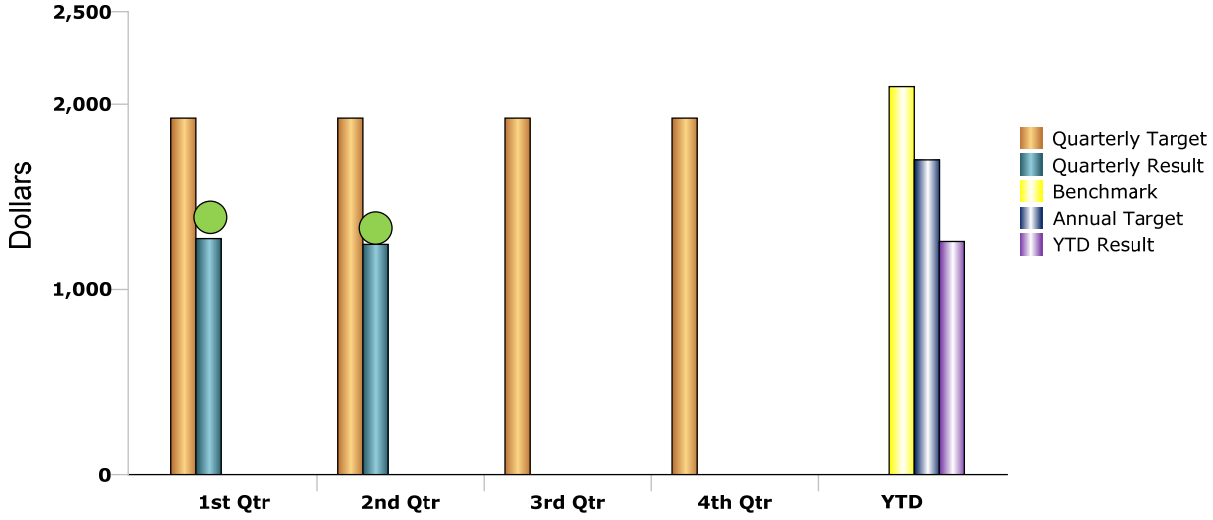
Measure 5.2.504, Planned Wastewater Maintenance Ratio in $, aims to be above all set targets in order to have no less than 66% of all labor dollars spent on preventative maintenance per quarter in a single year. Note: Quarterly results are subject to change.

Direct Cost of Treatment per MGD (Qualserve) 5.2.505

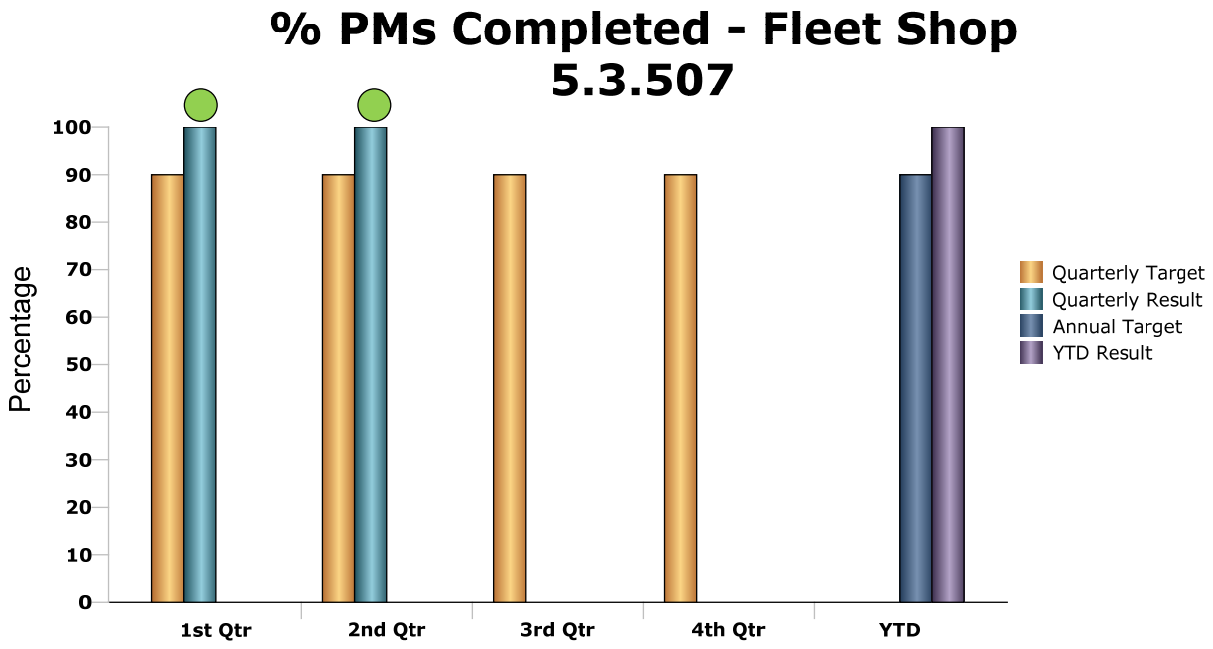


Measure 5.2.505, Direct Cost of Treatment per MGD, aims to be below all set targets in order to have no more than $1000 per MG spent on wastewater treatment per quarter in a single year.

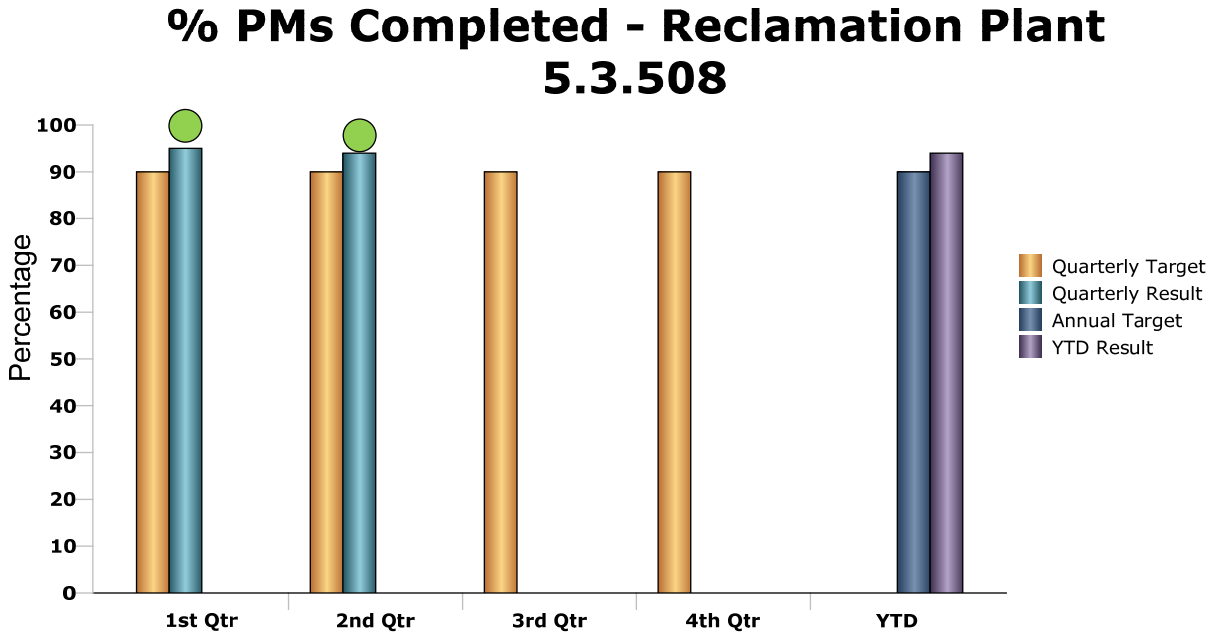
O&M Cost per MGP - Wastewater (Qualserve) 5.2.506



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

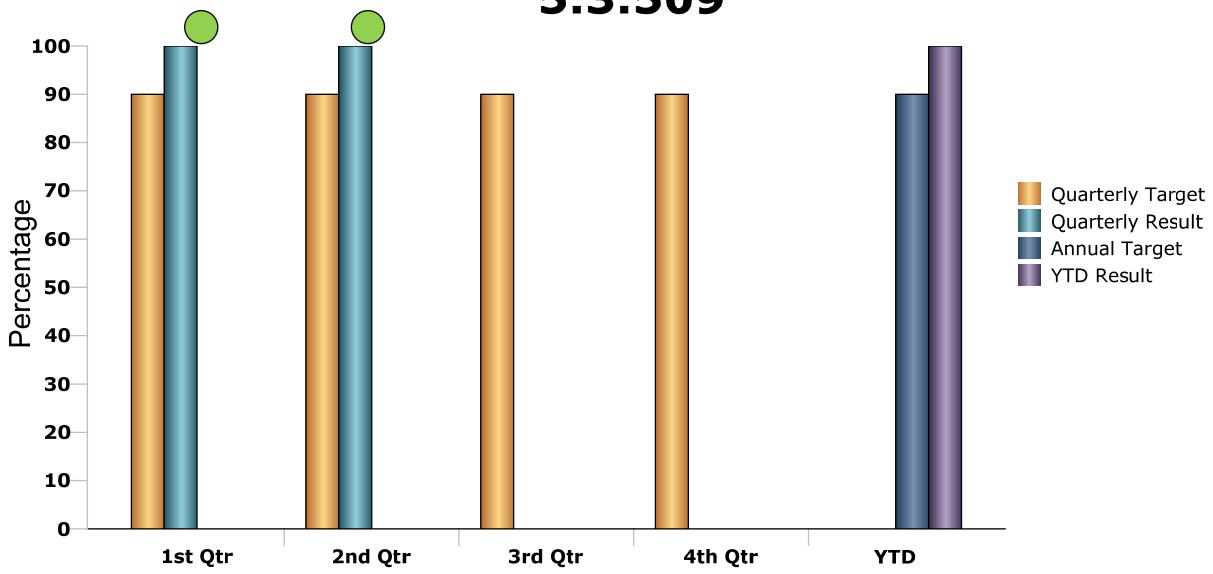


Measure 5.3.507, % PMs Completed – Fleet Shop, aims to be above all set targets in order to have no less than 90% of the scheduled PMs completed per quarter in a single year.



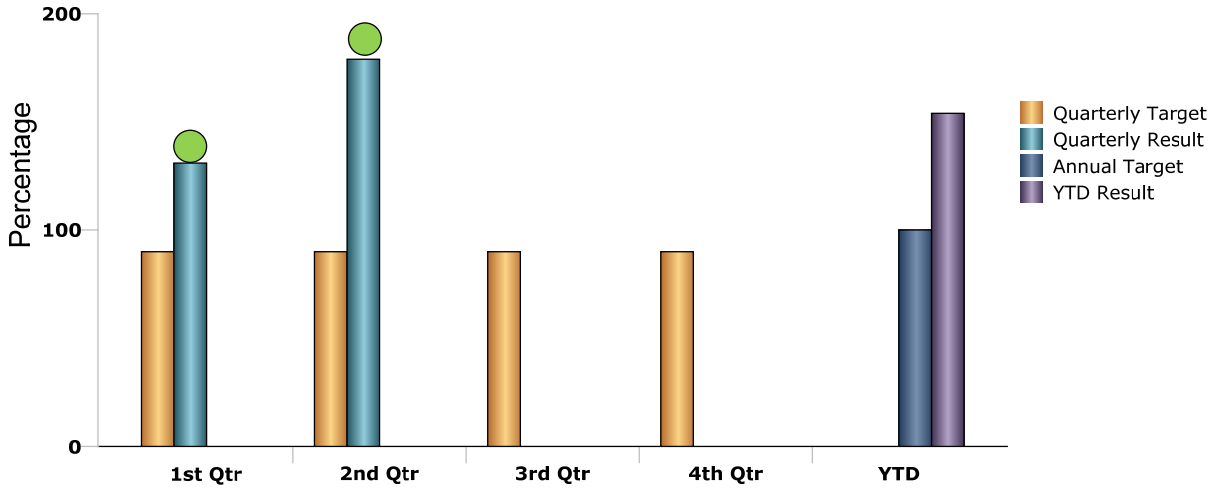
Measure 5.3.508, % PMs Completed - Reclamation Plant, aims to be above all set targets in order to have no less than 90% of the scheduled PMs Completed per quarter in a single year.

% PMs Completed - Pump and Electric 5.3.509



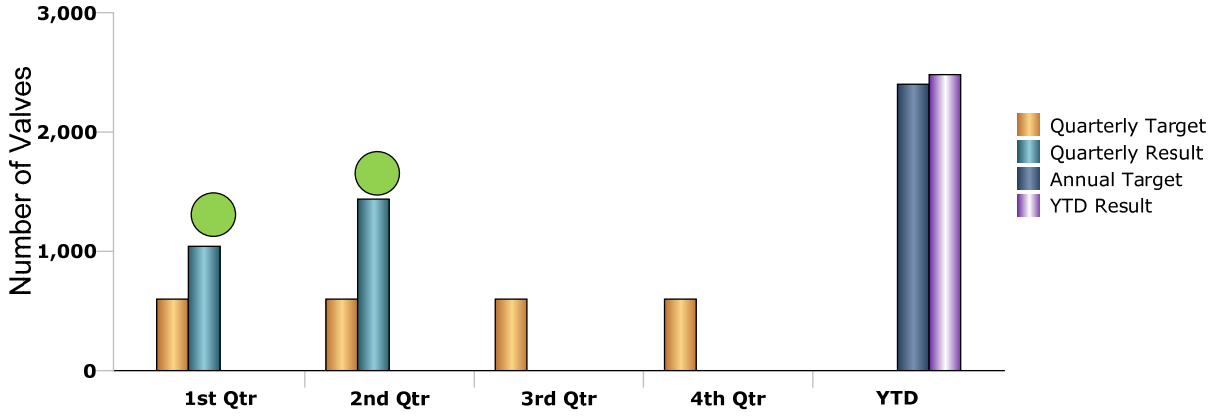
Measure 5.3.509, % PMs Completed – Pump and Electric, aims to be above all set targets in order to have no less than 90% of the scheduled PMs completed per quarter in a single year.

% PMs Completed - Valve Maintenance Program 5.3.510



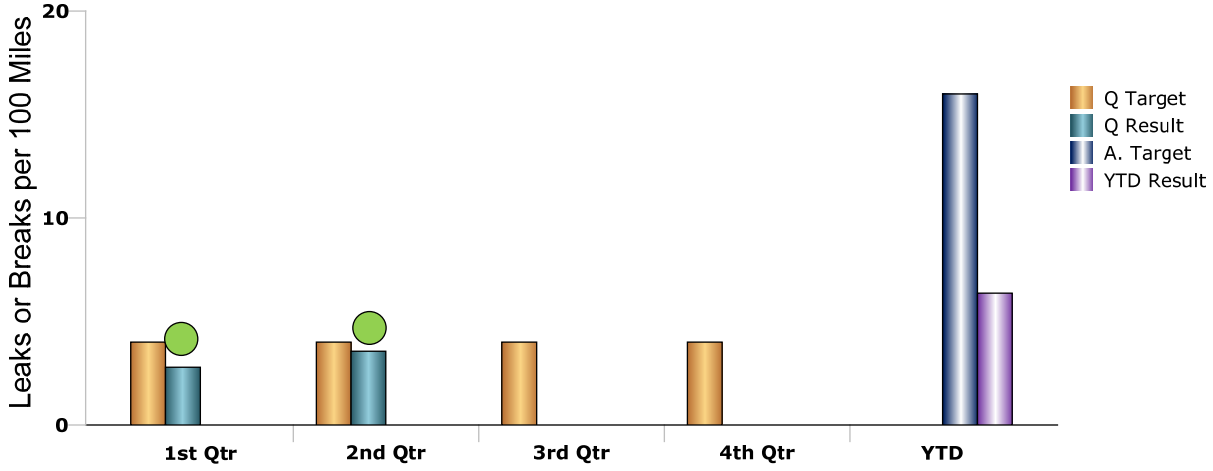
Measure 5.3.510, % PMs completed - Valve Maintenance Program, aims to be above all set targets in order to have no less than 90% of the scheduled PMs completed per quarter in a single year.

Valve Exercising Program



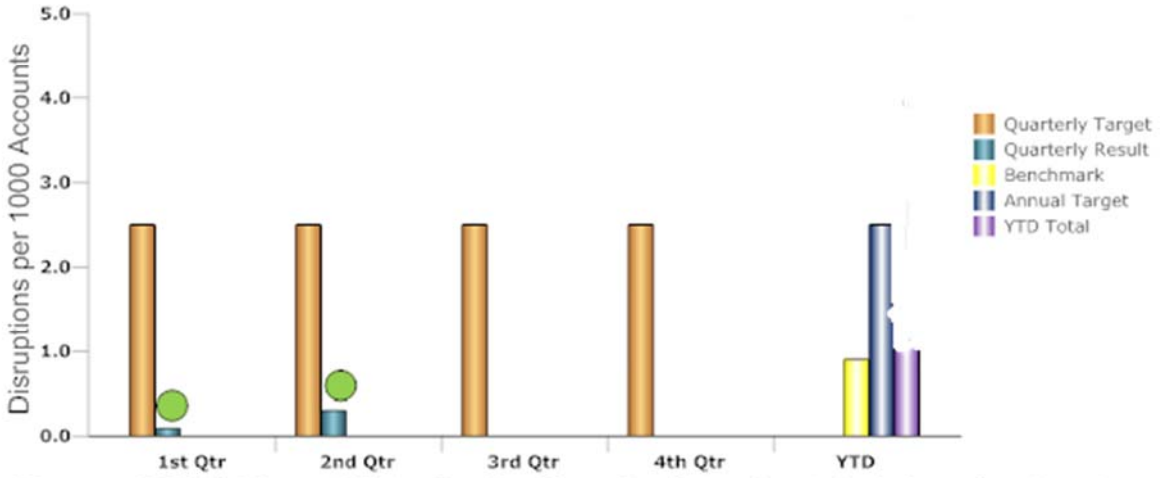
Measure 5.3.511, Valve Exercising Program, aims to be above all set targets in order to have no less than 2,400 valves exercised in a single year.

Water Distribution System (Potable) Integrity (Qualserve)5.3.512



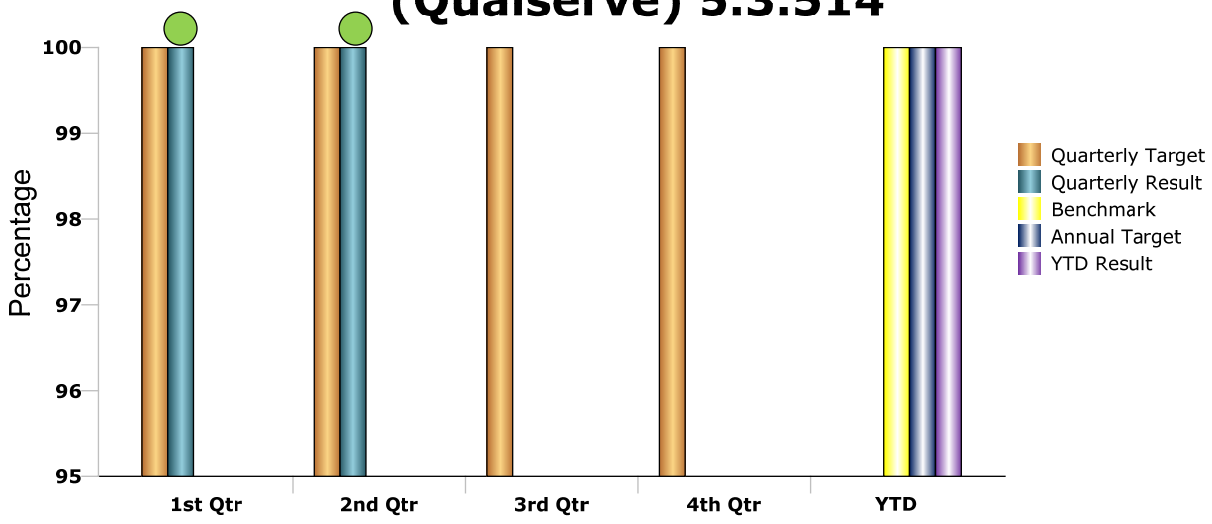
Measure 5.3.512, Water Distribution System Integrity, aims to be below all set targets in order to have no more than 16 leaks and breaks per 100 miles of distribution piping in a single year.

Planned Water Service Disruption Rate (Qualserve) 5.3.513



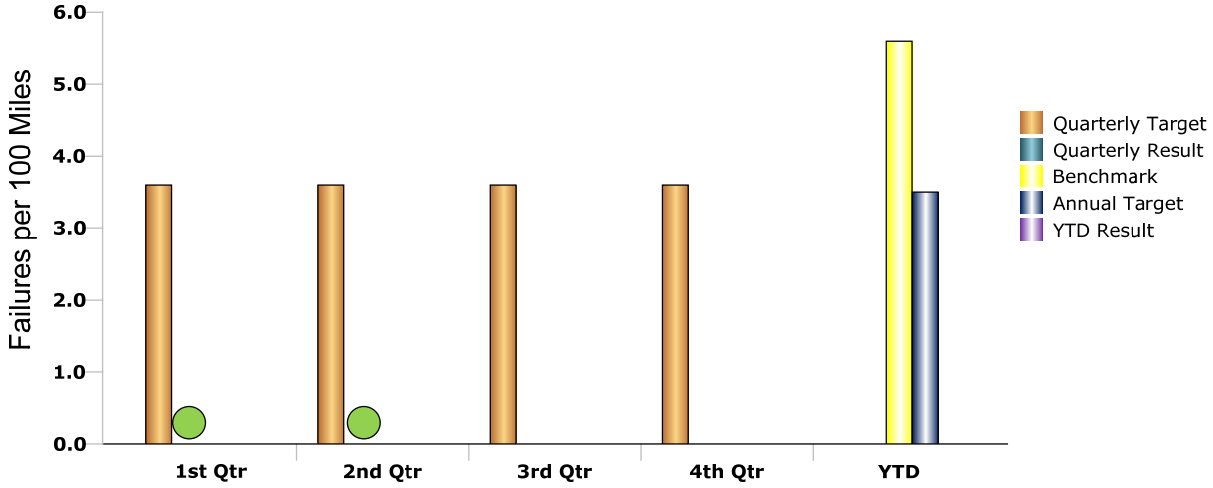
Measure 5.3.513, Planned Water Service Disruption Rate, aims to be below all set targets in order to have no more than 2.5 planned outages per 1,000 accounts per quarter in a single year. Note: This measure is expressed as number of accounts affected per 1,000 accounts.

Potable Water Compliance Rate (Qualserve) 5.3.514



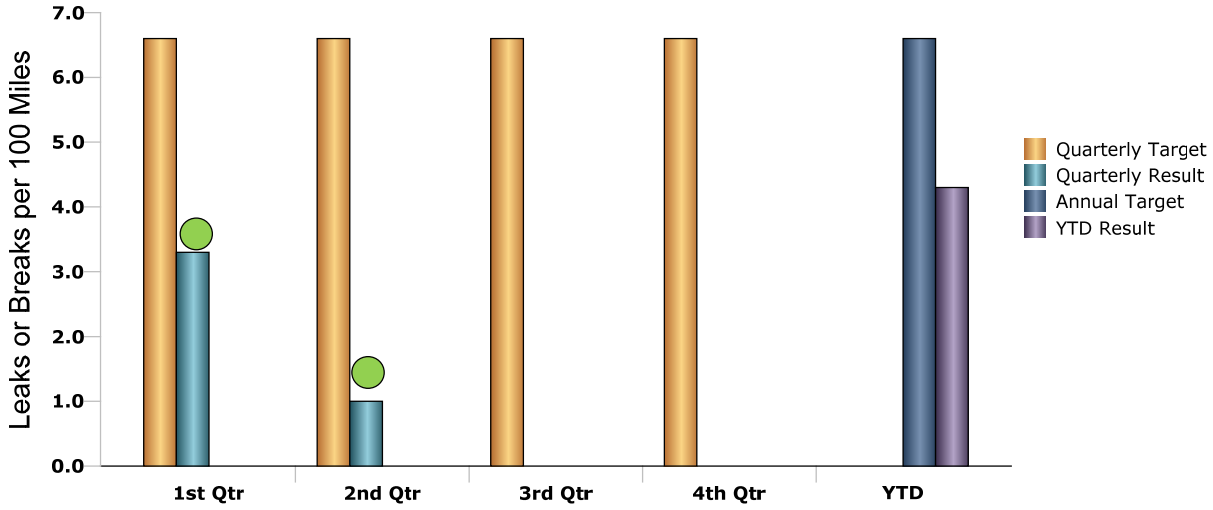
Measure 5.3.514, Drinking Water Compliance Rate, aims to be no less than 100% every quarter in order to ensure the District meets all of the health related drinking water standards everyday for a single year.

Collection System Integrity (Qualserve) 5.3.515



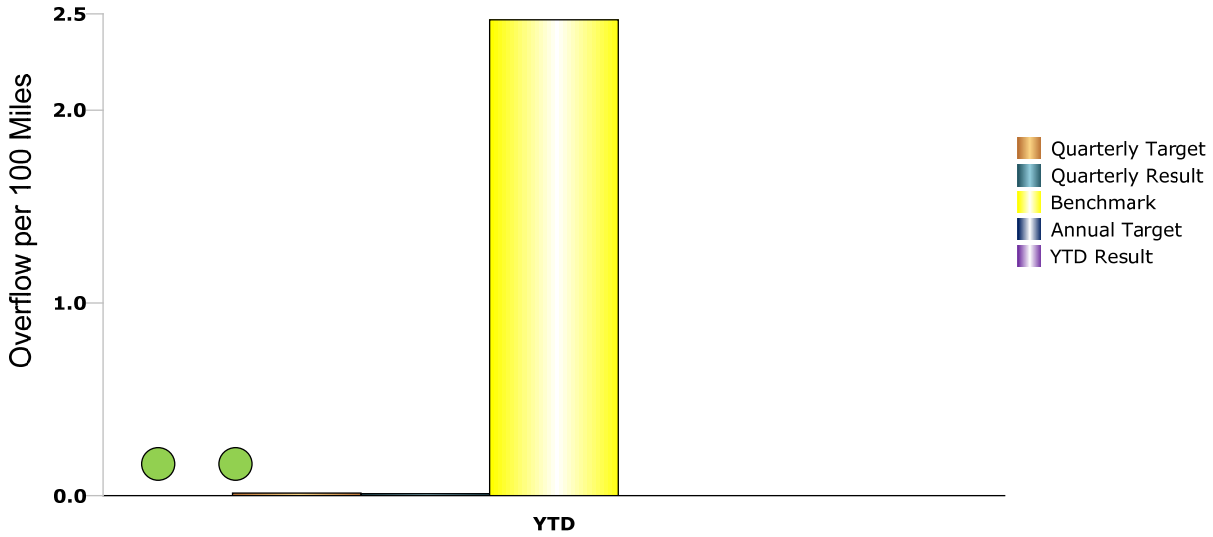
Measure 5.3.515, Collection System Integrity, aims to be below all set targets in order to have no more than 3.5 wastewater collection system failures per 100 miles of collection system pipeline in a single year.

Recycled Water System Integrity 5.3.517



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

Sewer Overflow Rate (Qualserve) 5.3.518



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