

OTAY WATER DISTRICT

BOARD OF DIRECTORS MEETING
DISTRICT BOARDROOM

2554 SWEETWATER SPRINGS BOULEVARD
SPRING VALLEY, CALIFORNIA

WEDNESDAY
March 7, 2007
3:30 P.M.

AGENDA

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

CONSENT CALENDAR

5. ITEMS TO BE ACTED UPON WITHOUT DISCUSSION, UNLESS A REQUEST IS MADE BY A MEMBER OF THE BOARD OR THE PUBLIC TO DISCUSS A PARTICULAR ITEM:
 - a) APPROVE AMENDMENT NO. 2 TO THE AGREEMENT WITH TMO CA/NV, LLC, d/b/a T-MOBILE SUCCESSOR TO PACIFIC BELL WIRELESS, FOR AN EXISTING FACILITY AT OTAY'S PATZIG RESERVOIR SITE
 - b) APPROVE THE AMENDMENTS TO THE COOPERATIVE AGREEMENT CREATING THE INTERAGENCY WATER TASK FORCE
 - c) APPROVE CHANGE ORDER NO. 3 TO THE EXISTING CONTRACT WITH ORTIZ CORPORATION FOR CONSTRUCTION OF THE 30-INCH RECYCLED WATER PIPELINE PROJECT IN THE AMOUNT OF \$43,969.01
 - d) APPROVE CHANGE ORDER NO. 6 TO THE EXISTING CONTRACT WITH TC CONSTRUCTION COMPANY FOR CONSTRUCTION OF THE 450-1 RECYCLED WATER RESERVIOR AND THE 680-1 RECYCLED WATER PUMP STATION PROJECT IN THE AMOUNT OF \$167,743

- e) AWARD OF AS-NEEDED ENGINEERING DESIGN SERVICES CONTRACT FOR FISCAL YEARS 06-07 AND 07-08 TO LEE & RO., INC. FOR AN AMOUNT NOT TO EXCEED \$175,000
- f) AWARD OF A PROFESSIONAL STRUCTURAL ENGINEERING AND ARCHITECTURAL SERVICES CONTRACT FOR THE 1485-1 PUMP STATION REPLACEMENT TO SWE IN THE AMOUNT OF \$54,765
- g) AWARD A PROFESSIONAL SERVICES AGREEMENT FOR AS-NEEDED ELECTRICAL SERVICES WITH THE ENGINEERING PARTNERS, INC. FOR A AMOUNT NOT TO EXCEED \$100,000 DURING FISCAL YEARS 06-07 AND 07-08
- h) APPROVE A SETTLEMENT AGREEMENT AND REIMBURSEMENT WITH THE EASTLAKE COMPANY AND THE CITY OF CHULA VISTA FOR CAPITAL IMPROVEMENT WATER FACILITIES ASSOCIATED WITH THE 680-1 RESERVOIR AT SUNSET VIEW PARK

INFORMATION / ACTION ITEMS

6. ENGINEERING AND WATER OPERATIONS

- a) REPORT ON THE STATUS OF THE FISCAL YEAR 2007 CAPITAL IMPROVEMENT PROGRAM (RIPPERGER)
- b) UPDATE ON THE PROPOSED REGIONAL TRAINING FACILITY (JUYBARI)

7. ADMINISTRATION AND FINANCE

- a) PRESENTATION OF BOARD OF DIRECTORS' EXPENSES FOR THE 2ND QUARTER OF FISCAL YEAR 2007 (PRENDERGAST)
- b) UPDATE ON THE BOND SALE (BEACHEM)

8. GENERAL MANAGER

- a) REVIEW OF THE FINDINGS OF THE 2006 RESIDENTIAL CUSTOMER OPINION AND AWARENESS AND 2006 CUSTOMER SERVICES SATISFACTION SURVEYS CONDUCTED BY REA & PARKER RESEARCH INC. (BUELNA)

9. BOARD INFORMATION / ACTION ITEMS

- a) DISCUSSION OF 2007 BOARD MEETING CALENDAR

REPORTS

10. GENERAL MANAGER'S REPORT

- a) UPDATE ON THE 30" RECYCLED WATER PIPELINE PROJECT (SEE ATTACHMENT "A")
- b) SAN DIEGO COUNTY WATER AUTHORITY UPDATE

11. DIRECTORS' REPORTS / REQUESTS

12. PRESIDENT'S REPORT

RECESS TO CLOSED SESSION

13. CLOSED SESSION

- a) POTENTIAL LITIGATION (GOVERNMENT CODE §54956.9)
 - (i) OTAY WATER DISTRICT v. NORTHROP GRUMMAN
 - (ii) ATOMIC INVESTMENTS v. OTAYWATER DISTRICT
- b) CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION [GOVERNMENT CODE §54956.9(a)]
 - (i) DONNA BARTLETT-MAY, et. al. v. OTAY WATER DISTRICT

RETURN TO OPEN SESSION

- 14. REPORT ON ANY ACTIONS TAKEN IN CLOSED SESSION. THE BOARD MAY ALSO TAKE ACTION ON ANY ITEMS POSTED IN CLOSED SESSION
- 15. CONSIDERATION OF TERMS OF PROPOSED SETTLEMENT AND RELEASE AGREEMENT
- 16. ADJOURNMENT

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

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

Certification of Posting

I certify that on March 2, 2007, I posted a copy of the foregoing agenda near the regular meeting place of the Board of Directors of Otay Water District, said time being at least 72 hours in advance of the regular meeting of the Board of Directors (Government Code Section §54954.2).

Executed at Spring Valley, California on March 2, 2007



Connie Rathbone, Assistant District Secretary



AGENDA ITEM 5a

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	March 7, 2007
SUBMITTED BY:	David Charles, <i>DC</i> Public Services Manager	W.O./G.F. NO:	aa000 DIV. NO. 1 1d1000
APPROVED BY: (Chief)	Rod Posada, <i>R Posada</i> Chief, Engineering		
APPROVED BY: (Asst. GM):	Manny Magaña, <i>M Magaña</i> Assistant General Manager, Engineering and Operations		
SUBJECT:	Request Approval of Amendment No. 2 to Agreement with TMO CA/NV, LLC, d/b/a T-Mobile successor to Pacific Bell Wireless, for an existing facility at Otay's Patzig Reservoir site.		

GENERAL MANAGER'S RECOMMENDATION:

That the Board of Directors (Board) authorize the General Manager to execute Amendment No. 2 with TMO CA/NV, LLC, d/b/a/ T-Mobile (T-Mobile), successor to Pacific Bell Wireless as Tenant, for the 30 day extension of the existing temporary cellular agreement now in place and authorize the General Manager to execute subsequent 30 days agreements until a permanent lease agreement is in place (Attachment 1), the second amendment (Attachment 2), would be replaced upon execution of a permanent lease at Otay's Patzig Reservoir site. (See attached Exhibit A for project location.)

COMMITTEE ACTION:

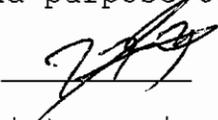
See Attachment A.

PURPOSE:

To obtain Board authorization for the General Manager to execute Amendment No. 2 with T-Mobile to its existing temporary lease agreement for Otay's Patzig Reservoir site executed on March 30, 2004. The amendment will allow T-Mobile's existing temporary cellular communication facility to remain in operation until a permanent lease has been executed. Otay and T-Mobile are currently negotiating a permanent lease for this site. This amendment extends the current temporary lease for 30 days and will continue monthly until the permanent lease is in place.

ANALYSIS:

T-Mobile will have the ability to provide continuous cellular service from the existing temporary Patzig Reservoir facility until the permanent cellular facility is in place. Staff agrees with the content and purpose of this amendment.

FISCAL IMPACT: 

Currently the District receives \$2,333.98 per month in rent. Effective upon execution of the amendment, the District will receive a 3 percent increase, to \$2,404.00 per month, or \$28,848.00 for a period of one year.

An initial \$2,000.00 payment toward the District's non-refundable administrative fee of \$6,500.00 was paid to reimburse the District for staff time to supervise and assist the tenant during the licensing and permitting phases; this fee is separate from rent. The remaining balance of \$4,500.00 will be due and payable upon execution of the permanent agreement by both parties to reimburse the District for costs to assist the tenant with planning, design, and construction phases of the project, including legal expenses. An additional non-refundable administrative fee of \$1,000.00 will be due and payable upon the execution of this agreement to reimburse the District for legal expenses and staff time expended in the processing of this amendment.

LEGAL IMPACT: _____

The District's Lease Agreement and proposed Amendment No. 2 have been reviewed by our legal counsel. District Counsel has been an integral part in the negotiations and construction of this amendment.

STRATEGIC GOAL:

This item is in line with the District's Strategic Focus Areas: Community and Governance, and Financial Health.



General Manager

DC/RP

Exhibits
Attachments



ATTACHMENT A

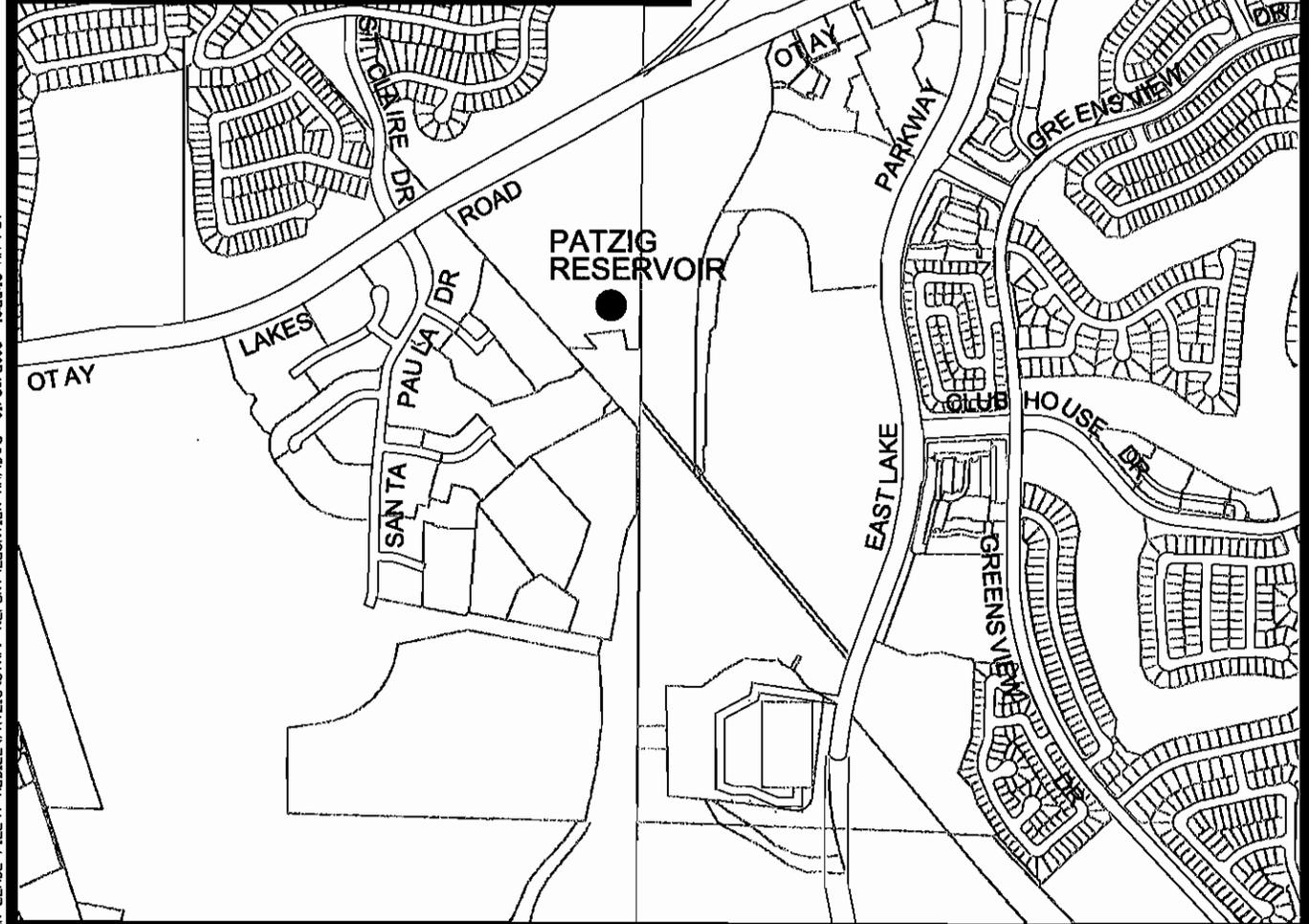
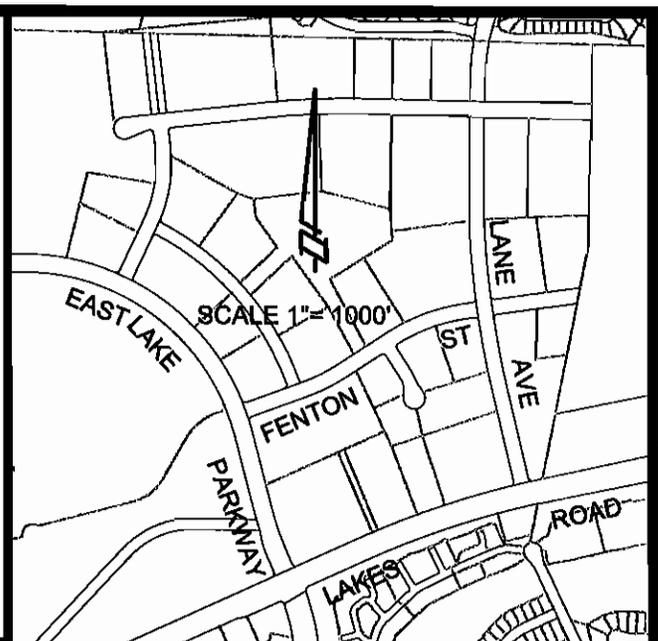
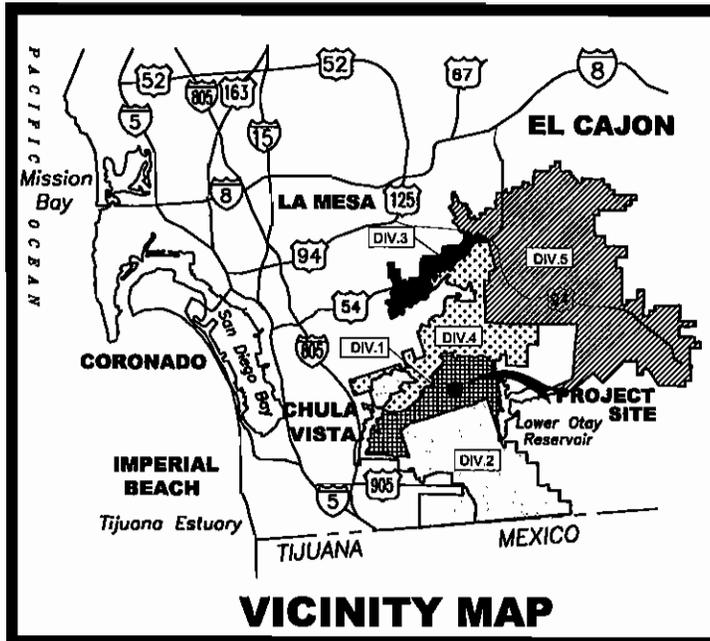
SUBJECT/PROJECT:	Approve Amendment No. 2 to Agreement with TMO CA/NV, LLC, d/b/a T-Mobile, successor to Pacific Bell Wireless, for an existing facility at Otay's Patzig Reservoir site.
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COMMITTEE ACTION:

The Finance, Administration and Communications Committee reviewed this item at a meeting held on February 21, 2007. The following comments were made:

- Staff is requesting that the board approve a month-to-month temporary agreement with TMO CA/NV, LLC, d/b/a T-Mobile, while a permanent agreement is negotiated. The current temporary agreement will expire on March 1, 2007.
- Staff is requesting a temporary agreement as T-Mobile is going through negotiations with the District and their internal administrative process to finalize the agreement which will be a five year lease term, consistent with other District cell tower leases.
- The Committee inquired how many more such contracts were expected. It was indicated that staff will be working on 10-11 additional leases in the next year or two. It is expected that revenue from such contracts will be approximately \$1 million dollars in the next 1 to 2 years.
- It was discussed that there will always be new technology and communications service providers who will continue to approach the District as the District owns many reservoirs in higher elevation areas. It is expected that such agreements will continue to be a growing revenue stream for the District.

Upon completion of the discussion, the Committee supported staff's recommendation and forwarding to the Board of Directors on the consent calendar.



OTAY WATER DISTRICT
 OTAY PATZIG RESERVOIR SITE
 LOCATION MAP

T-MOBILE AMENDMENT NO. 1 / PROJ AA000-1D1000

EXHIBIT A

P:\WORKING\VD9192 CELLULAR LEASE FILE\T-MOBILE\PATZIG\STAFF REPORT\LOCATION MAP.DWG 01/30/2006 10:28:13 AM PST

**SECOND AMENDMENT TO AGREEMENT BETWEEN T-MOBILE WIRELESS
AND OTAY WATER DISTRICT TO LOCATE A COMMUNICATIONS FACILITY
AT OTAY'S "PATZIG" RESERVOIR SITE**

This Second Amendment (the "Amendment") to Agreement between TMO CA/NV, LLC and Otay Water District to locate a Communications Facility at Otay's "Patzig" Reservoir Site is made and entered into on March ____, 2007 (the "Effective Date") by and between the Otay Water District (hereinafter "District") and TMO CA/NV, LLC, a Nevada limited liability company (hereinafter "Tenant"), as the successor in interest to Pacific Bell Wireless, LLC, a Nevada limited liability company d/b/a T-Mobile Wireless ("T-Mobile"). This Amendment concerns only those matters, understandings and agreements set forth below. All other provisions of the Agreement (as defined below) remain in full force and effect for the duration of this Amendment.

RECITALS

WHEREAS, District and Pacific Bell Wireless, LLC, by and through its agent Cingular Wireless, LLC, entered into that certain Agreement between Cingular Wireless and Otay Water District to Locate a Communications Facility at Otay's "Patzig" Reservoir Site SD 972-91, dated March 30, 2004 (the "Original Lease"), as amended pursuant to that certain First Amendment to Agreement between Cingular Wireless and Otay Water District to Locate a Communications Facility at Otay's "Patzig" Reservoir Site (the "First Amendment" and, together with the Original Lease, the "Lease"); and

WHEREAS, District and T-Mobile entered into the Lease to provide terms pursuant to which District leased to T-Mobile certain Premises (as defined in the Lease), and to provide terms and conditions pursuant to which T-Mobile was allowed to construct and operate certain communication facilities on real property owned by District, and known to the parties as the Patzig Reservoir Site, and defined in the Lease as the Property; and

WHEREAS, pursuant to the First Amendment Tenant has represented to District that it is the legal successor in interest to T-Mobile and Pacific Bell Wireless, LLC under the Lease, and has fully and knowingly succeeded to all obligations, rights and responsibilities of the Tenant as set forth in the Lease; and

WHEREAS, Tenant and District desire to enter into this Amendment to amend certain portions of the Lease, but only to the extent specifically stated herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to amend the Lease as follows:

1. Incorporation of Recitals and Definitions. The recitals and definitions set forth above are incorporated herein by this reference and made a part of this Amendment. Capitalized terms

used herein in a context where such terms would not normally be capitalized and not defined herein shall have the meaning given to such terms in the Lease.

2. Term. Notwithstanding any other provision of the Lease, the Lease is hereby converted to a month to month Lease commencing on April 1, 2007; provided, however, that if the parties have not entered into a new lease agreement on or prior to March 30, 2008, this Lease shall automatically terminate. Either party may terminate the Lease at any time upon not less than thirty (30) days notice to the other party.

3. Administrative Fee. Tenant shall pay to the District a non-refundable administrative fee in the amount of ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00). These administrative fees shall not be considered rent or part of the rental installment.

4. Rent. Commencing on March 30, 2007, the Tenant shall pay District as rent the sum of Two Thousand Four Hundred Four Dollars (\$2,404) per month payable on the first day of each month in advance. If the commencement of the extended term occurs on a date other than the first day of the calendar month, Tenant shall pay on the first day of the term the prorated rent for the remainder of the calendar month in which the term commences. If the Lease is terminated, Tenant shall be allowed to occupy the Premises until the last day of the calendar month on which the notice of termination becomes effective.

5. No Other Change. Except as expressly modified herein, the terms and provisions of the Lease shall remain in full force and effect.

6. Controlling Provisions. In case of any inconsistencies between the terms and conditions contained in the Lease and the terms and conditions contained in this Amendment, the terms and conditions of this Amendment shall control.

7. Amendment. This Amendment cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the District and an authorized agent of the Tenant. No provision may be waived except in writing signed by both parties.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

8. Corporate Authority. The person or persons executing this Amendment on behalf of each party hereto warrants and represents that (i) such party is duly organized and existing, (ii) he or she or they is or are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing and delivering this Amendment, such party is formally bound to the provisions hereof, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the 7th day of March, 2007.

TENANT: TMO CA/NV, LLC, a Nevada limited liability company

By: _____
Tim Fincham, Director-Engineering

Date: _____

LANDLORD: OTAY WATER DISTRICT, a municipal water district

By: _____
Mark Watton, General Manager

Date: _____

APPROVED AS TO FORM:

General Counsel's Office

Date

**FIRST AMENDMENT TO AGREEMENT BETWEEN CINGULAR WIRELESS
AND OTAY WATER DISTRICT TO LOCATE A COMMUNICATIONS FACILITY
AT OTAY'S "PATZIG" RESERVOIR SITE**

This First Amendment (the "Amendment") to Agreement between TMO CANV, LLC, successor-in-interest to Pacific Bell Wireless, LLC and Otay Water District to locate a Communications Facility at Otay's "Patzig" Reservoir Site, is made and entered into on March 13, 2006, to be effective as of March 29, 2006 (the "Effective Date") by and between the Otay Water District (hereinafter "District") and TMO CANV, LLC, a Nevada limited liability company (hereinafter "Tenant"), as the successor in interest to Pacific Bell Wireless, LLC, a Nevada limited liability company d/b/a T-Mobile ("T-Mobile"). This Amendment concerns only those matters, understandings and agreements set forth below. All other provisions of the Agreement (as defined below) remain in full force and effect for the duration of this Amendment.

RECITALS

WHEREAS, District and Pacific Bell Wireless, LLC entered into that certain Agreement between Pacific Bell Wireless LLC and Otay Water District to locate a Communications Facility at Otay's "Patzig" Reservoir Site, dated March 30, 2004 (the "Agreement"); and,

WHEREAS, District and Pacific Bell Wireless, LLC entered into the Agreement to provide terms pursuant to which District leased to Pacific Bell Wireless LLC certain Premises (as defined in the Agreement), and to provide terms and conditions pursuant to which Pacific Bell Wireless LLC was allowed to construct and operate certain communication facilities on real property owned by District, and known to the parties as the Patzig Reservoir Site, and defined in the Agreement as the Property; and

WHEREAS, Tenant has represented to District that it is the legal successor in interest to Pacific Bell Wireless, LLC under the Agreement, and has fully and knowingly succeeded to all obligations, rights and responsibilities of the Tenant as set forth in the Agreement; and,

WHEREAS, Tenant and District desire to enter into this Amendment to amend certain portions of the Agreement, but only to the extent specifically stated herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to amend the Agreement as follows:

1. Incorporation of Recitals and Definitions. The recitals and definitions set forth above are incorporated herein by this reference and made a part of this Amendment. Capitalized terms used herein in a context where such terms would not normally be capitalized and not defined herein shall have the meaning given to such terms in the Agreement.

2. Tenant. The Tenant, TMO CA/NV, LLC shall hereby replace all references to Tenant in the Agreement. Tenant has represented to the District that it is the successor in interest to Pacific Bell Wireless, LLC, a Nevada limited liability company, d/b/a Cingular Wireless, and that it assumes all terms, conditions, covenants and obligations formerly attributed to Pacific Bell Wireless, LLC under the Agreement.

3. Notice. Paragraph 24, Notice of the Agreement shall be amended to reflect the new Tenant and shall be as follows:

TENANT: TMO CA/NV. LLC
c/o T-Mobile USA, Inc.
10180 Telesis Court, Suite 333
San Diego, California 92121
Attn: Lease Administrator

With a copy to TMO CA/NV. LLC
c/o T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Administrator

4. Term. The term of the Lease is hereby extended for one (1) year, commencing on March 30, 2006, and expiring on March 29, 2007. It is agreed that the parties are in the process of negotiating a permanent lease for the Premises and that the term of the Agreement will terminate on the earlier of (1) the expiration of the Agreement as extended by this Amendment, or (2) the date on which District and Tenant enter into a permanent agreement for the location of a communication facility at the Premises.

5. Administrative Fee. Tenant shall pay to the District a non-refundable administrative fee in the amount of ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00). These administrative fees shall not be considered rent or part of the rental installment.

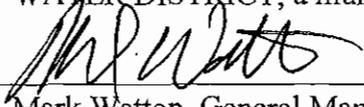
6. Rent. Commencing on March 30, 2006, the Tenant shall pay District as rent the sum of Two Thousand Three Hundred Thirty Three Dollars and 98/100th (\$2,333.98) per month payable on the first day of each month in advance. If the commencement of the extended term occurs on a date other than the first day of the calendar month, Tenant shall pay on the first day of the term the prorated rent for the remainder of the calendar month in which the term commences.

7. No Other Change. Except as expressly modified herein, the terms and provisions of the Lease shall remain in full force and effect.

8. Controlling Provisions. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions of this Amendment shall control.
9. Amendment. This Amendment cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the District and an authorized agent of the Tenant. No provision may be waived except in writing signed by both parties.
10. Corporate Authority. The person or persons executing this Amendment on behalf of each party hereto warrants and represents that (i) such party is duly organized and existing, (ii) he or she or they is or are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing and delivering this Amendment, such party is formally bound to the provisions hereof, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

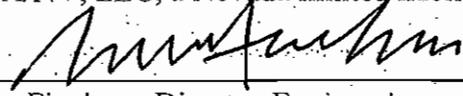
IN WITNESS WHEREOF, the parties have executed this Amendment as of the 13th day of March, 2006.

LANDLORD: OTAY WATER DISTRICT, a municipal water district

By: 
Mark Watton, General Manager

Date: 3/22/06

TENANT: TMO CA/NV, LLC, a Nevada limited liability company

By: 
Tim Fincham, Director-Engineering

Date: 2/10/06

This First Amendment to Agreement Between Cingular Wireless and Otay Water District to Locate a Communications Facility at Otay's "Patzig" Reservoir Site is approved as to form on the date indicated below.

0260-20.55

AGREEMENT BETWEEN CINGULAR WIRELESS
AND OTAY WATER DISTRICT
TO LOCATE A COMMUNICATIONS FACILITY
AT OTAY'S
"PATZIG" RESERVOIR SITE

SD-972-91

This Agreement ("Lease") is entered into between the Otay Water District, a municipal water district organized and operated pursuant to the Water Code Section 71000, et seq. ("Otay"), and Pacific Bell Wireless, LLC, a Nevada limited liability company, d/b/a Cingular Wireless, with its principal office located at Cingular Wireless, Network Real Estate, 6100 Atlantic Blvd.-GAN02, Norcross, GA 30071 ("Tenant").

R E C I T A L S

1. Otay owns a site on which it has constructed water facilities known as the "Patzig" reservoir site as shown on Exhibit A attached hereto and incorporated herein by reference.
2. Tenant has requested Otay to allow it to locate a temporary communications facility and transmitting and receiving antennas at the Patzig reservoir site.

A G R E E M E N T

Otay and Tenant agree as follows:

1. Premises. Otay owns the real property described in Exhibit B (the "Property"). Otay agrees to lease to Tenant approximately 360 square feet of real property within the

Property, as more particularly shown on Exhibit C (the "Premises").

2. Grant of Trench Easement(s). No trenching shall be permitted by tenant under the provisions of this lease.

3. Use. The Premises may be used by Tenant for any lawful activity in connection with the provision of communications services. Tenant agrees to obtain all necessary approvals. Otay agrees, at no expense to Otay, to cooperate with Tenant in making application for and obtaining all licenses, permits and any and all necessary approvals that may be required for Tenant's intended use of the Premises. Tenant shall provide written evidence, satisfactory to Otay of all FCC approvals and other governmental permits and approvals, including but not limited to compliance with FCC Electromagnetic Radiation Guidelines. Said use shall not include the right to sublease to any other person or entity unless otherwise expressly authorized pursuant to this Lease.

Tenant shall deliver to Otay copies of all executed licenses, approvals and permits applicable to Tenant's operation of communication services within the Premises.

In addition, Tenant shall obtain such permits, licenses or easements from other tenants of Otay and from the owners of property adjoining the leased premises as may be necessary for Tenant to have access to and from the leased Premises and also

for access to utilities as may be necessary. Tenant shall provide copies of these documents to Otay prior to commencing operations at the Premises.

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

5. Term. The term of this Lease shall be one (1) year, commencing with the day of the month in which the Lease is executed ("Commencement Date"). Tenant shall have the right to extend the term of the Lease for one (1) additional term of one (1) year by giving Otay written notice of its intention to do so at least 90 days prior to the date that the then current term would otherwise end. It is agreed however, that the parties are in the process of negotiating another lease for the Premises and

that this Lease will terminate on the earlier of (1) the expiration of this Lease or (2) the date on which Otay and Tenant enter into another lease concerning the Premises. "

6. Administrative Fee. Tenant shall provide Otay with a \$2,000 non-refundable fee due and payable upon execution by both parties of this agreement. This fee is to cover Otay's costs to provide assistance to Tenant during early planning phases and to cover Otay's costs incurred or to be incurred in Otay's supervision and processing of this Lease. This fee is to be separate from rent and any other fees associated with other lease agreements.

7. Rent. Beginning upon the Commencement Date, Tenant shall pay Otay as rent the sum of \$2,200 per month payable on the first day of each month in advance. If the Commencement Date is other than the first day of the calendar month, Tenant shall pay on the first day of the term the prorated rent for the remainder of the calendar month in which the term commences. If Tenant chooses to exercise their option to extend the current agreement as per paragraph five (5) "Term" of this agreement, the rent shall be increased by a rate of 3% for the following term.

8. Environmental. Otay represents that to the best of its knowledge the Premises have not been used for the generation, storage, treatment or disposal of hazardous

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

9. Installation of Equipment. Tenant's design and installation of all such temporary antennae facilities shall be done according to plans approved by Otay, and such approval shall not be unreasonably withheld.

Any damage done to Otay's facility or facility site during installation and/or during operations caused by Tenant shall be repaired or replaced immediately at Tenant's expense and to Otay's reasonable satisfaction. In connection with the installation and operation of the temporary antennae facilities, Tenant shall not locate or attach any antennae or other equipment to Otay's facilities without the prior written approval of Otay. Tenant shall pay all costs and expenses in relation to maintaining the integrity of Otay's facilities in connection with Tenant's installation and operation of the temporary antennae facilities.

Tenant shall provide Otay with drawings of the temporary antennae facilities and the improvements installed on the Premises. The drawings shall show the actual location of all equipment and improvements. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property and antennae equipment.

10. Maintenance and Repairs. At all times during the term of this Lease and any renewals or extensions thereof, Otay may, at its option and upon written notice to Tenant, request the tenant to relocate the temporary antennae or other equipment located within the Premises in order for Otay to repair, add or make replacements (the "Maintenance Work"), that may become necessary to the facility. Tenant will reasonably cooperate

with Otay's efforts in this regard including removing the antennae and/or other equipment.

11. Condition of Property at Expiration. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Otay in good and broom-clean condition, with all temporary equipment, supplies, and structures removed.

12. Interference. Tenant shall not use, nor shall Tenant permit its agents or invitees to use any portion of the Premises in a manner which interferes with Otay's or any other tenant's use of the Property for its intended purpose including communications facilities relating to Otay's operation such as telemetry/radio communications. If Tenant's operation in any way interferes with Otay's telemetry/radio facilities, Tenant will have five (5) business days to correct the problem after notice from Otay. Tenant acknowledges that continuing interference will cause irreparable injury to Otay and therefore Otay will have the right to terminate the Lease immediately upon notice to Tenant.

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

14. Termination.

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

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

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

(iii) Tenant determines at any time after the Commencement Date that the Premises are not appropriate or suitable for its operations for economic, environmental or technological reasons, including without limitation, any ruling or directive of the FCC or other governmental or regulatory agency, or problems with signal strength or interference not encompassed by subsection (iv) below; provided that the right to terminate under this subsection (iii) is exercisable only if Tenant pays Otay, as a termination fee, the balance of the rent due for the remaining term of this Lease;

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

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

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

(i) Tenant commits a default under this Lease and fails to cure such default as provided under paragraph 15, below.

15. Default

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

(i) Tenant shall default in the payment of rent or other payments hereunder and said default shall continue for ten (10) days after Otay provides written notice of the same; or

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

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

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

16. Destruction of Premises. If the Premises or Tenant's facilities are destroyed or damaged, Tenant may elect to termi-

nate this Lease as of the date of the damage or destruction by so notifying Otay no more than 30 days following the date of damage or destruction.

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

18. Insurance. Tenant shall maintain the following insurance:

A. Commercial general liability with limits of \$5,000,000 per occurrence;

B. Automobile liability with the combined single limit of \$1,000,000 per accident;

C. Worker's compensation, as required by law;

D. Employer's liability with limits of \$1,000,000 per occurrence.

Tenant shall name Otay as an additional insured on each of the aforementioned insurance policies and the policies shall state that they are primary and that any policies Otay maintains shall be noncontributory. Tenant shall provide Otay with written certificates of insurance evidencing such coverage. Said policies shall expressly provide that the policies shall not be canceled or altered without at least 30 days prior written notice to Otay. Said policies shall be with insurance companies with an A.M. Best rating of AVII or better.

Otay takes no responsibility for the protection of Tenant's property from acts of vandalism by third parties.

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

20. Estoppels Certificate. Tenant shall, at any time and from time to time upon not less than thirty (30) days prior

request by Otay, deliver to Otay a statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modifications; (b) the dates to which rent and other charges have been paid; (c) as far as the person making the certificate knows, Otay is or is not in default under any provisions of the Lease; and (d) such other matters as Otay may reasonably request.

21. Assignment. A tenant shall not assign this Lease except to an affiliated parent entity, subsidiary, purchaser of assets, or holder of its FCC license without Otay's prior written consent. If, during the term of this Lease, Tenant requests the written consent of Otay to any assignment, Otay's consent thereto shall not unreasonably be withheld. A consent to one assignment shall not be deemed to be a consent to any subsequent assignment, and any subsequent assignment without Otay's consent shall be void and shall, at Otay's option, terminate this Lease.

22. Attorneys' Fees. In the event that either party commences any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant, or condition of this Lease, the party prevailing in said action or proceeding shall be entitled to recover, in

in addition to court costs, reasonable attorneys' fees to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal.

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

24. Notice. Any notice pursuant to this Lease may be made by first class mail to the addresses set forth below:

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

TENANT: c/o Cingular Wireless
Network Real Estate
6100 Atlantic Boulevard
Mail Code GAN02
Norcross, GA 30071
(877) 231-5447

copy to:

Cingular Wireless
Attn: Lease Administrator
6160 Cornerstone Court, Suite 150
San Diego, CA 92121

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

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

27. Resolution of Disputes. All controversies or claims arising out of or relating to this Lease shall be resolved by submission to final and binding arbitration at the offices of the American Arbitration Association ("AAA") located in San Diego, California. Such arbitration shall be conducted in accordance with the most recent version of the AAA commercial arbitration rules. The prevailing party in any such arbitration shall be entitled to recover all costs and expenses, including reasonable attorneys' fees.

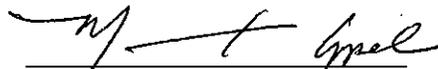
IN WITNESS WHEREOF, the parties have executed this Lease as of

30TH day of March, 2004.

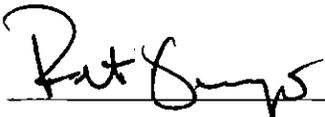
Pacific Bell Wireless, LLC
a Nevada limited liability company d/b/a Cingular Wireless

By: GSM Facilities, LLC
its sole member,

By: Cingular Wireless, LLC,
Its agent

By: 
Name: Mark A. Appel
Title: Director of Network
Dated: 30 MARCH 04

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

BY: 

Name: Robert Griego

Title: General Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Diego } ss.

On March 30, 2004 before me, MICHELLE Klein
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Mark A. Appel
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Michelle Klein
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Lease Agreement

Document Date: _____ Number of Pages: _____

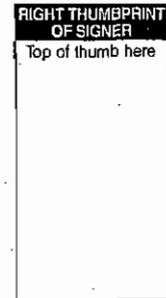
Signer(s) Other Than Named Above: _____

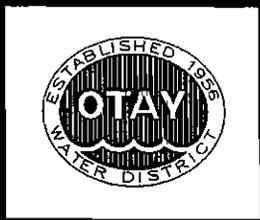
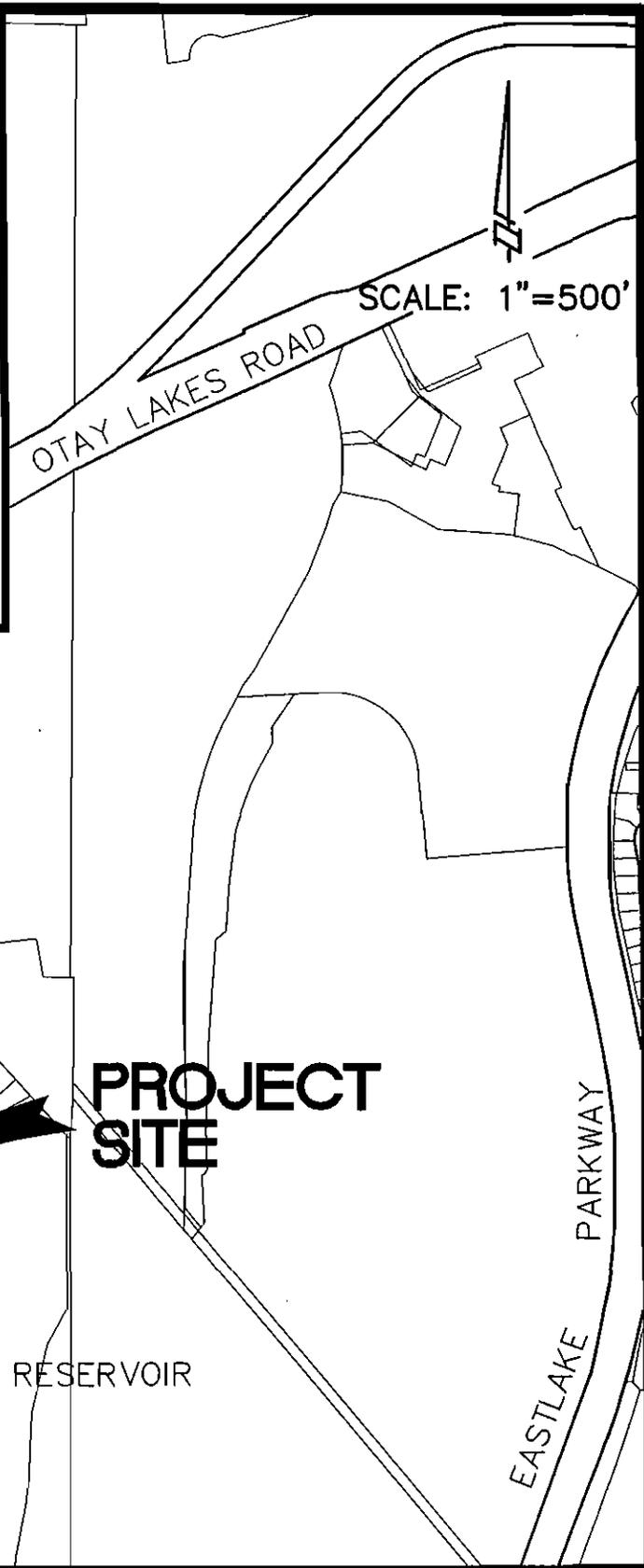
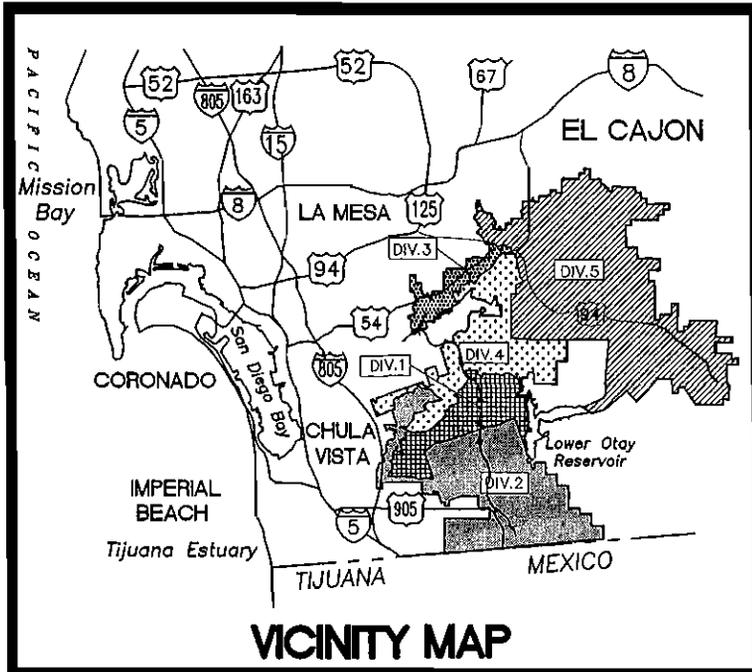
Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



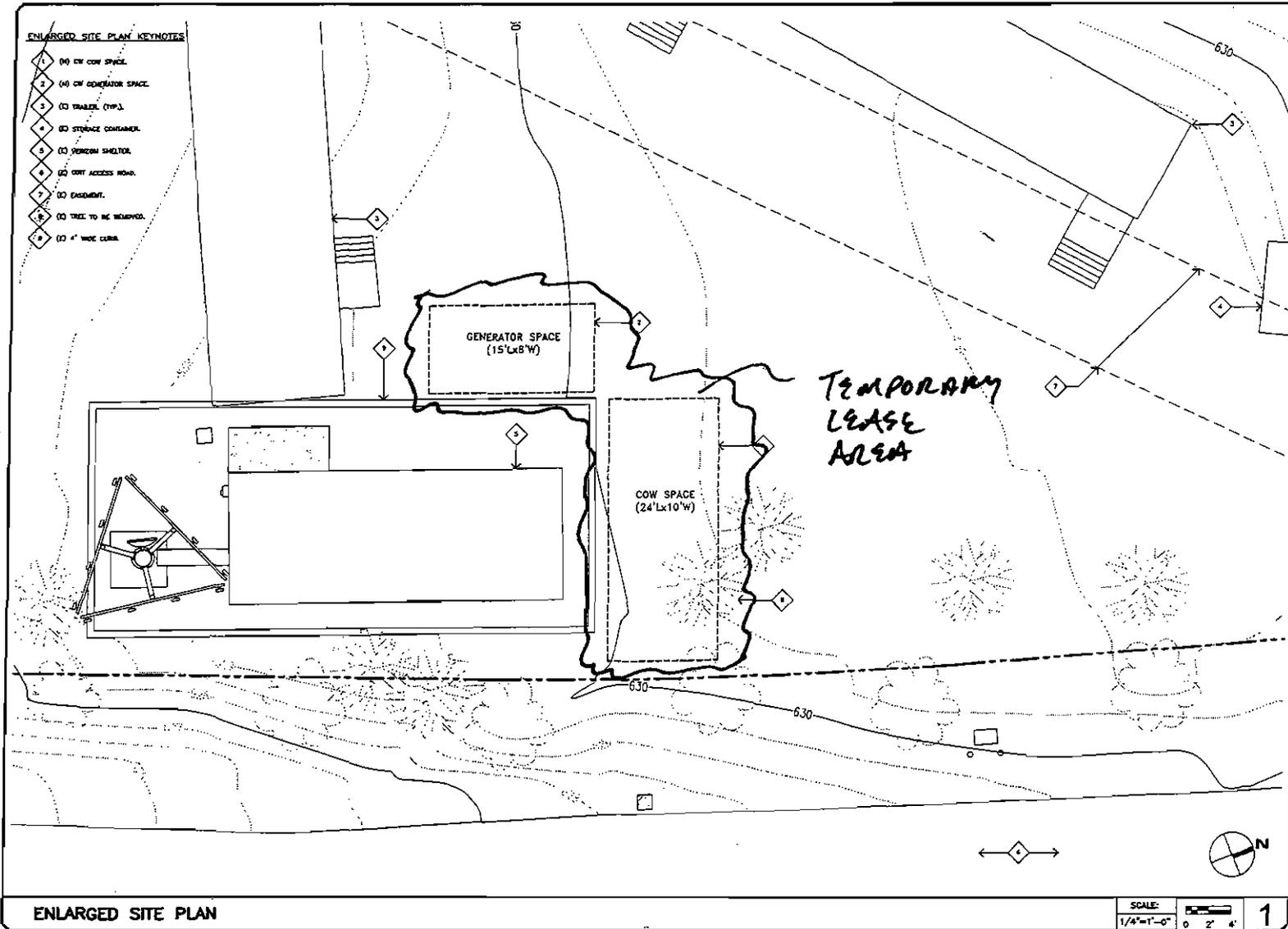


OTAY WATER DISTRICT
 CINGULAR WIRELESS
 AT "PATZIG RESERVOIR SITE"

W.O. 9192 LOCATION MAP CIP# N/A

EXHIBIT A

EXHIBIT C



JRA
Jeffrey R. & Associates, Inc.
Architectural & Construction
200 Imperial Center Drive, Suite 340
Hayward, CA 94541
Phone: (415) 770-3700
Fax: (415) 780-3437

PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY TO JRA. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CONSULTING WORK IS STRICTLY PROHIBITED.

SEAL OF ARCHITECT
JEFFREY R. AND ASSOCIATES, INC.
C-48878
STATE OF CALIFORNIA

PREPARED FOR
X cingular
WIRELESS

8170 Gunnery Lane East, Ste 180
San Diego, California 92121

APPROVALS

BY: _____

DATE: _____

CONSTRUCTION

SITE ACQUISITION

OWNER APPROVAL

PROJECT NAME
EASTLAKE OTAY DISTRICT

PROJECT NUMBER
SD-972-11-P5-B3
10389-A OTAY LAKES ROAD
CORONA, CALIF. 91915
SAN DIEGO COUNTY

DRAWING DATES

04/01/03	PRELIM CD REVIEW (P-1)
3/25/03	CD REVIEW (P-2)
04/11/03	CD REVIEW (P-3)
12/17/03	CD REVIEW (P-4)
1/14/04	CD REVIEW (P-5)
1/27/04	PRELIM CD REVIEW (P5-02)
2/27/04	RFI SUBMITTAL (P5-03)

SHEET TITLE
ENLARGED SITE PLAN

A-1

LAST MODIFIED: 2/27/04 @ 5:00 PM, 03891

RECORDING REQUESTED BY:

WHEN RECORDED, MAIL THIS
MEMORANDUM OF AGREEMENT TO:

APN: 643-020-13-00

MEMORANDUM OF AGREEMENT BETWEEN
AND OTAY WATER DISTRICT

THIS MEMORANDUM evidences that a lease was made and entered into by written Agreement between _____ and Otay Water District to locate a communications facility at "_____ Reservoir Site" ("Site") effective as of _____, 200____, between the OTAY WATER DISTRICT, ("Owner") a municipal water district organized and operated pursuant to the California Water code Section 71000, et seq., with an office at 2554 Sweetwater Springs Boulevard, Spring Valley, CA 91978-7096 and _____ (Lessee") with an office at _____

The Site agreement provides in part that Owner leases to _____, a certain site ("Site") located on a parcel of real property in the County of San Diego, State of California, and more particularly described as Exhibit "B" attached to this memorandum. The site Agreement provides _____ with site access and electric/telephone facilities rights. The site Agreement provides for an initial ONE (1) year lease term commencing on the effective date of this memorandum, and ONE (1) additional term extension.

Should any party require any information concerning the Site Agreement, they should contact either _____ or Owner.

IN WITNESS WHEREOF, the parties enter in this Memorandum of Site Agreement as of the effective date above.

OWNER:
OTAY WATER DISTRICT

(VENDOR)

By: _____

By: _____

Name: _____

Name: _____

Title: General Manager

Title: _____

Date: _____

Date: _____

EXHIBIT "D"

EXHIBIT B



SCALE: 1"=100'

LEGAL DESCRIPTION:

NORTH 21°35'20" EAST, 10 FEET; THENCE NORTH 56°02'29" EAST, 153.48 FEET; THENCE SOUTH 55°45'03" EAST, 77.84 FEET; THENCE SOUTH 17°50'20" WEST 189.54 FEET; THENCE NORTH 79°09'40" WEST, 368.48 FEET; THENCE NORTH 21°35'20" EAST, 180.34 FEET TO THE TRUE POINT OF BEGINNING. PARCEL 3: ALL THAT PORTION OF SECTION 3, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA. MORE PARTICULARLY AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 3, AS SHOWN ON RECORD OF SURVEY MAP NO. 12371, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 12, 1989; THENCE ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION, SOUTH 00°36'02" WEST, 131.72 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF AN 80.00 FOOT WIDE EASEMENT GRANTED TO THE SAN DIEGO COUNTY WATER AUTHORITY PER AS FILE/PAGE NO. 83-353519, RECORDED OCTOBER 3, 1983, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 61°31'02" WEST, 585.63 FEET TO THE MOST NORTHERLY CORNER OF LAND DESCRIBED IN DEED TO THE OTAY MUNICIPAL WATER DISTRICT, RECORDED SEPTEMBER 15, 1965 AS FILE/PAGE NO 167296 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY BOUNDARY OF SAID DISTRICTS LAND AS FOLLOWS: SOUTH 42°03'00" EAST, 518.011 FEET; THENCE 18°15'15" WEST, 199.89 FEET TO THE BEGINNING OF A 480.00 FOOT RADIUS TANGENT CURVE, CONCAVE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°00'00", A DISTANCE OF 41.89' AND TANGENT TO SAID CURVE SOUTH 23°15'15", 179.27 FEET TO A POINT ON THE NORTHEASTERLY LINE OF LAND DESCRIBED IN DEED TO OTAY MUNICIPAL WATER DISTRICT, RECORDED SEPTEMBER 30, 1965 AS FILE/PAGE NO. 177739 OF OFFICIAL RECORDS; THENCE ALONG THE BOUNDARY OF SAID LAST MENTIONED DISTRICT'S LAND; SOUTH 55°44'43" EAST, 98.30 FEET, AND SOUTH 17°50'42" WEST, 189.54 FEET TO THE MOST SOUTHERLY CORNER OF SAID LAND; THENCE ALONG THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID WATER DISTRICT'S LAND SOUTH 79°09'19" EAST, 246.48 FEET; THENCE NORTH 04°29'21" EAST, 33.31 FEET, THENCE NORTH 11°11'28" EAST, 150.88 FEET; THENCE NORTH 07°15'08" EAST, 7590 FEET; THENCE NORTH 02°25'58" EAST, 188.84 FEET; THENCE NORTH 12°44'10" EAST, 200.96 FEET; THENCE NORTH 28°44'50" EAST, 116.10 FEET TO A POINT ON THE WESTERLY LINE OF THE EASTERLY 10.00 FEET OF SAID NORTHWEST QUARTER OF SECTION 3, THENCE ALONG SAID WESTERLY LINE, NORTH 00°36'28" EAST 482.35 FEET TO A POINT ON SAID SOUTHWESTERLY LINE OF SAID SAN DIEGO COUNTY WATER AUTHORITY EASEMENT, BEING A POINT IN THE ARC OF A 1970.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 48°57'30" EAST; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE. BEING ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°45'21" A DISTANCE OF 25.99 FEET; THENCE TANGENT TO SAID CURVE NORTH 41°47'51" WEST, 130.05 FEET TO THE TRUE POINT OF BEGINNING.

APN 643-020-13-00

N47°54'12"E
412.04'

S42°02'19"E

518.01'

N38°10'58"W

540.84'

N56°03'30"E
34.50'

N55°44'02"W
171.04'

Δ=500'00"
L=41.89'
R=480.00'

S18°15'56"W
199.89'

S23°15'56"W
179.27'



AGENDA ITEM 5b

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	March 7, 2007
SUBMITTED BY:	Mark Watton, General Manager	W.O./G.F. NO:	DIV. NO.
APPROVED BY:			
(Chief)			
APPROVED BY:			
(Asst. GM):			
SUBJECT:	Approve Amendments to the Cooperative Agreement Creating the Interagency Water Task Force		

GENERAL MANAGER'S RECOMMENDATION:

That the board approve the amendments to the attached Cooperative Agreement creating the Interagency Water Task Force.

COMMITTEE ACTION: _____

Please see Attachment A.

PURPOSE:

To present for the board's consideration the approval of the proposed amendments to the Cooperative Agreement creating the Interagency Water Task Force.

ANALYSIS:

The Interagency Water Task Force was implemented in June 1990 through a mutual cooperative agreement between the Otay Water District, Sweetwater Authority and the City of Chula Vista. The Task Force's purpose is to study water related issues facing the City of Chula Vista and make recommendations with regard to such issues to the City Council and to affected water agencies.

The Interagency Water Task Force wished to update its bylaws and had voted to adopt the following amendments at a meeting held on February 12, 2007:

- Added the election of a vice-chair annually.
- Added to "PART II: Functions and Duties" of the bylaws, *Drought Management Programs*.

- Changed reference to how often the Task Force shall meet to "at least twice a year, or quarterly as agenda matters require" (rather than meeting each quarter).
- Added language to provide further clarification as noted in the attached strike-thru copy (Attachment B).

It was suggested that the amended Cooperative Agreement be presented to the Task Force participants' boards and the city's council for formal adoption. The attached agreement is presented for this purpose.

FISCAL IMPACT: _____

None.

LEGAL IMPACT: _____

None.



General Manager



ATTACHMENT A

SUBJECT/PROJECT:	Approve Amendments to the Cooperative Agreement Creating the Interagency Water Task Force
-------------------------	---

COMMITTEE ACTION:

The Finance, Administration and Communications Committee reviewed this item at a meeting held on February 21, 2007. The following comments were made:

- The Interagency Water Task Force's main interest in amending its by-laws was to add the election of a Vice Chair who would preside over the Task Force meetings when the Chair was not available to attend the meetings. This change is included in the attached copy of the Task Force bylaws.;
- The amendments also include verbiage that the Task Force would "meet at least twice a year or quarterly as agenda matters require." The committee indicated disappointment that the language seemed to imply that the Task Force would meet less often. It was discussed that the Task Force could meet as often as needed. Meetings are dependent on attendees. It was noted that there has been more interest among attendees and recently, discussions included the exploration of implementing solar cell sites.
- It was indicated that the amended agreement would be formally adopted by the City of Chula Vista Council and, for consistency, is being presented for formal adoption by the Otay Board of Directors;

Upon completion of the discussion, the Committee supported staff's recommendation and forwarding to the Board of Directors on the consent calendar.

AMENDMENT TO THE COOPERATIVE AGREEMENT

AN AGREEMENT BETWEEN THE CITY OF CHULA VISTA, ~~THE~~ OTAY WATER DISTRICT, AND ~~THE~~ SWEETWATER AUTHORITY CREATING THE CHULA VISTA INTERAGENCY WATER TASK FORCE AND ESTABLISHING THE FUNCTIONS AND DUTIES THEREOF

WHEREAS, in May 1989, the City Council formed the Chula Vista Ad Hoc Water Task Force for the purpose of studying water related issues facing the City of Chula Vista and to make recommendations to the City Council and to the affected water agencies regarding water related matters; and

WHEREAS, said Task Force has received presentations from leaders and staff members from all major water related agencies in Southern California since the date of its commission; and

WHEREAS, said Task Force has, at the City Council meeting of June 19 (Item 4b) reported back to the City Council with regard to its recommendations which were contained in a report from said Task Force dated May 1990, entitled "*Recommendations Report to Chula Vista City Council*," a copy of which is on file in the office of the City Clerk of said City; and

WHEREAS, said Task Force has recommended the formation of a Chula Water Task Force to discuss local water related issues; and

WHEREAS, at the City Council meeting of June 19, 1990, the City Council did direct staff to study and report back on the formation of said Task Force; and,

WHEREAS, it is mutually agreed between the City Council of Chula Vista, the board of directors of the Otay Water District, and the board of directors of the Sweetwater Authority that an Interagency Water Task Force to deal with local related water issues would be advisable; and

WHEREAS, an agreement should be prepared establishing the formation, responsibilities, and duties of the Task Force;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHULA VISTA, THE BOARD OF DIRECTORS OF OTAY WATER DISTRICT, AND THE BOARD OF DIRECTORS OF THE SWEETWATER AUTHORITY AGREE AS FOLLOWS:

Part I: Interagency Water Task Force

Creation; Appointment of Members; Term; Quorum; Rules and Regulations.

1. There is hereby created a Chula Vista Interagency Water Task Force. The Task Force shall consist of seven (7) voting members and non-voting ex-officio members and such other ex-officio members as the agencies may assign.
2. Ex-officio members shall be entitled to deliberate, and participate in the deliberations of the Task Force, but shall not be entitled to vote on matters before the Task Force.
3. Of the Voting Members, two shall be representatives of, and members of the City Council of the City of Chula Vista and appointed by the City Council

("Council Representatives"), one shall be a representative of the general public of, and qualified elector of the City of Chula Vista and appointed by the City Council ("General Public Representative"), two shall be members of the Otay Water District Governing Board and appointed by their board of directors ("Otay Water District Representatives"), and two shall be members of the Sweetwater Authority Governing Board and appointed by their board of directors ("Sweetwater Authority Representatives"). The three groups of representatives, to wit: Council Representatives, Otay Water District Representatives, and Sweetwater Authority Representatives shall be sometimes herein referred to as "Agency Voting Classifications."

4. All vacancies shall be filled by the appointing authority of the representative of the office vacated.
5. Each agency shall rotate the appointment of a secretary to the Task Force periods agreed to by the Task Force.
6. The Task Force shall select a Chairman and Vice Chairman from its membership annually in the month of January.
7. ~~The Task Force shall not conduct business without the presence of a quorum which is hereby defined to exist when at least four members are present, and at least each Agency voting Classification is represented. Four voting members, including at least one Council Representative, one Otay Water District Representative, and one Sweetwater Authority Representative, shall constitute a quorum for the transaction of business.~~ Otherwise, the Task Force shall adopt reasonable rules and regulations for carrying out all the functions and duties of the Task Force and governing its meetings. All reports and recommendations shall be made in writing. All officers and department heads of all agencies shall cooperate with and render reasonable assistance to the Task Force.

Part II: Functions and Duties

1. It shall be the function of the Task Force to investigate, study and make recommendations to the Chula Vista City Council, ~~and to each of the governing boards of each of the two members which are water providers ("Water Provider members") the Otay Water District Governing Board, and the Sweetwater Authority Governing Board~~ concerning water related matters. The primary objective of the Task Force shall be to make recommendations with the goal of assuring an adequate and high quality supply of water for the residents of the region. The Task Force shall produce a report which provides objectives including but not limited to:
 - (1) Water Quality
 - (2) Water Reclamation Program
 - (3) Water Conservation Program/Drought Management Programs
 - (4) Emergency Water Storage Supply
 - (5) Water Pressure
 - (6) Water Distribution
 - (7) Implication of Land Use Proposals on Water Supply
2. In addition to the above, the Task Force shall:

- A. Make recommendations as to how the City of Chula Vista, ~~and the Water Provider Members the Otay Water District, and the Sweetwater Authority~~ may become more proactive in state and regional water related issues.
 - B. Make recommendations as to how the City, ~~the Water Provider Members, the Otay Water District, the Sweetwater Authority,~~ and the various water purveyors may integrate their long and short term master and general plans for development. Each Agency reserves the right to develop and implement its own Water Master Plan. However, this Task Force may review and comment on these Plans ~~with the common goal that, e~~Each such Plan should represent a coherent and complimentary water policy (relating to usage, storage, conservation, and enforcement) for the territory ~~which is the subject matter of covering~~ the combined jurisdictions of the City, ~~and the Water Provider Members the Otay Water District, and the Sweetwater Authority.~~
 - C. Make recommendations to the City Council, ~~and to the appropriate Water Boards of the Water Provider Members the Otay Water District Governing Board, and the Sweetwater Authority Governing Board~~ as to the establishment of ordinances, policies and guideline manuals for the implementation of water conservation and other water related measures.
 - D. Recommend the establishment, with implementation plans, of a new water use and conservation ethic and to recommend to the City ~~and the Water Provider Members Council, the Otay Water District Governing Board, and the Sweetwater Authority Governing Board~~ means for implementing same.
 - E. Provide advice to the City in developing any water element or plan as part of its General Plan and/or Growth Management Plan.
 - F. Study and report, as requested, the impacts to the water systems of land use decisions.
3. Such other and further matters as have been or may, from time to time, be assigned to the Task Force by the City Council, ~~or Water Provider Members boards the Otay Water District Governing Board, and the Sweetwater Authority Governing Board.~~

Part III: Meetings

The Interagency Water Task Force shall ~~schedule at least one regular meeting each quarter year meet at least twice a year, or quarterly as agenda matters require~~ on the day and at the time and in the place that it shall designate by resolution and/or by bylaw and such special meetings as the Task Force may require.

Part IV: Termination

~~This agreement may be terminated by any party upon written notice authorized for issuance by its governing board. This Cooperative Agreement may be terminated upon~~

the written authorization of the City Council of the City of Chula Vista, the Otay Water District Governing Board, or the Sweetwater Authority Governing Board.

[End of Page. Next Page is Signature Page]

Signature Page to the
Amendment to the Cooperative Agreement Creating the
Chula Vista Interagency Water Task Force

~~Now therefore, the parties hereto, having read and understood the terms and conditions of this agreement, do hereby express their consent to the terms hereof by setting their hand hereto on the date set forth adjacent thereto.~~

Date: _____

CITY OF CHULA VISTA

Cheryl Cox,
Mayor

Attest:

Susan Bigelow,
City Clerk

Approved as to form:

Anne Moore,
City Attorney

Date: _____

OTAY WATER DISTRICT

Mark Watton,
General Manager

Approved as to form:

Yuri Calderon,
General Counsel

Date: _____

SWEETWATER AUTHORITY

Dennis Bostad,
General Manager

Approved as to form:

C. Michael Cowett,
General Counsel

AMENDMENT TO THE COOPERATIVE AGREEMENT
BETWEEN THE CITY OF CHULA VISTA, OTAY WATER DISTRICT, AND
SWEETWATER AUTHORITY CREATING THE CHULA VISTA
INTERAGENCY WATER TASK FORCE AND ESTABLISHING THE
FUNCTIONS AND DUTIES THEREOF

WHEREAS, in May 1989, the City Council formed the Chula Vista Ad Hoc Water Task Force for the purpose of studying water related issues facing the City of Chula Vista and to make recommendations to the City Council and to the affected water agencies regarding water related matters; and

WHEREAS, said Task Force has received presentations from leaders and staff members from all major water related agencies in Southern California since the date of its commission; and

WHEREAS, said Task Force has, at the City Council meeting of June 19 (Item 4b) reported back to the City Council with regard to its recommendations which were contained in a report from said Task Force dated May 1990, entitled "*Recommendations Report to Chula Vista City Council*," a copy of which is on file in the office of the City Clerk of said City; and

WHEREAS, said Task Force has recommended the formation of a Chula Water Task Force to discuss local water related issues; and

WHEREAS, at the City Council meeting of June 19, 1990, the City Council did direct staff to study and report back on the formation of said Task Force; and,

WHEREAS, it is mutually agreed between the City Council of Chula Vista, the board of directors of the Otay Water District, and the board of directors of the Sweetwater Authority that an Interagency Water Task Force to deal with local related water issues would be advisable; and

WHEREAS, an agreement should be prepared establishing the formation, responsibilities, and duties of the Task Force;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHULA VISTA, THE BOARD OF DIRECTORS OF OTAY WATER DISTRICT, AND THE BOARD OF DIRECTORS OF THE SWEETWATER AUTHORITY AGREE AS FOLLOWS:

Part I: Interagency Water Task Force

Creation; Appointment of Members; Term; Quorum; Rules and Regulations.

1. There is hereby created a Chula Vista Interagency Water Task Force. The Task Force shall consist of seven (7) voting members and non-voting ex-officio members and such other ex-officio members as the agencies may assign.
2. Ex-officio members shall be entitled to deliberate, and participate in the deliberations of the Task Force, but shall not be entitled to vote on matters before the Task Force.
3. Of the Voting Members, two shall be representatives of, and members of the City Council of the City of Chula Vista and appointed by the City Council ("Council Representatives"), one shall be a representative of the general public

of, and qualified elector of the City of Chula Vista and appointed by the City Council ("General Public Representative"), two shall be members of the Otay Water District Governing Board and appointed by their board of directors ("Otay Water District Representatives"), and two shall be members of the Sweetwater Authority Governing Board and appointed by their board of directors ("Sweetwater Authority Representatives"). The three groups of representatives, to wit: Council Representatives, Otay Water District Representatives, and Sweetwater Authority Representatives shall be sometimes herein referred to as "Agency Voting Classifications."

4. All vacancies shall be filled by the appointing authority of the representative of the office vacated.
5. Each agency shall rotate the appointment of a secretary to the Task Force periods agreed to by the Task Force.
6. The Task Force shall select a Chairman and Vice Chairman from its membership annually in the month of January.
7. Four voting members, including at least one Council Representative, one Otay Water District Representative, and one Sweetwater Authority Representative, shall constitute a quorum for the transaction of business. Otherwise, the Task Force shall adopt reasonable rules and regulations for carrying out all the functions and duties of the Task Force and governing its meetings. All reports and recommendations shall be made in writing. All officers and department heads of all agencies shall cooperate with and render reasonable assistance to the Task Force.

Part II: Functions and Duties

1. It shall be the function of the Task Force to investigate, study and make recommendations to the Chula Vista City Council, the Otay Water District Governing Board, and the Sweetwater Authority Governing Board concerning water related matters. The primary objective of the Task Force shall be to make recommendations with the goal of assuring an adequate and high quality supply of water for the residents of the region. The Task Force shall produce a report which provides objectives including but not limited to:
 - (1) Water Quality
 - (2) Water Reclamation Program
 - (3) Water Conservation Program/Drought Management Programs
 - (4) Emergency Water Storage Supply
 - (5) Water Pressure
 - (6) Water Distribution
 - (7) Implication of Land Use Proposals on Water Supply
2. In addition to the above, the Task Force shall:
 - A. Make recommendations as to how the City of Chula Vista, the Otay Water District, and the Sweetwater Authority may become more proactive in state and regional water related issues.
 - B. Make recommendations as to how the City, the Otay Water District, the Sweetwater Authority, and the various water purveyors may

integrate their long and short term master and general plans for development. Each Agency reserves the right to develop and implement its own Water Master Plan. However, this Task Force may review and comment on these Plans. Each such Plan should represent a coherent and complimentary water policy (relating to usage, storage, conservation, and enforcement) for the territory covering the combined jurisdictions of the City, the Otay Water District, and the Sweetwater Authority.

- C. Make recommendations to the City Council, the Otay Water District Governing Board, and the Sweetwater Authority Governing Board as to the establishment of ordinances, policies and guideline manuals for the implementation of water conservation and other water related measures.
 - D. Recommend the establishment, with implementation plans, of a new water use and conservation ethic and to recommend to the City Council, the Otay Water District Governing Board, and the Sweetwater Authority Governing Board means for implementing same.
 - E. Provide advice to the City in developing any water element or plan as part of its General Plan and/or Growth Management Plan.
 - F. Study and report, as requested, the impacts to the water systems of land use decisions.
3. Such other and further matters as have been or may, from time to time, be assigned to the Task Force by the City Council, the Otay Water District Governing Board, and the Sweetwater Authority Governing Board.

Part III: Meetings

The Interagency Water Task Force shall meet at least twice a year, or quarterly as agenda matters require on the day and at the time and in the place that it shall designate by resolution and/or by bylaw and such special meetings as the Task Force may require.

Part IV: Termination

This Cooperative Agreement may be terminated upon the written authorization of the City Council of the City of Chula Vista, the Otay Water District Governing Board, or the Sweetwater Authority Governing Board.

[End of Page. Next Page is Signature Page]

Signature Page to the
Amendment to the Cooperative Agreement Creating the
Chula Vista Interagency Water Task Force

Date: _____

CITY OF CHULA VISTA

Cheryl Cox,
Mayor

Attest:

Susan Bigelow,
City Clerk

Approved as to form:

Anne Moore,
City Attorney

Date: _____

OTAY WATER DISTRICT

Mark Watton,
General Manager

Approved as to form:

Yuri Calderon,
General Counsel

Date: _____

SWEETWATER AUTHORITY

Dennis Bostad,
General Manager

Approved as to form:

C. Michael Cowett,
General Counsel



AGENDA ITEM 5c

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	March 7, 2007
SUBMITTED BY:	Ron Ripperger <i>[Signature]</i> Engineering Manager	PROJECT / SUBPROJECT:	R2022 / 001103 DIV. NO. 1,2
APPROVED BY: (Chief)	Rod Posada <i>[Signature]</i> Chief, Engineering		
APPROVED BY: (Asst. GM):	Manny Magaña <i>[Signature]</i> Assistant General Manager, Engineering and Operations		
SUBJECT:	Change Order No. 3 to the Contract with Ortiz Corporation for Construction of the 30-Inch Recycled Water Pipeline		

GENERAL MANAGER'S RECOMMENDATION:

That the Board approve Change Order No. 3 to the existing contract with Ortiz Corporation (Ortiz) for construction of the 30-Inch Recycled Water Pipeline project in the amount of \$53,969.01. (See Exhibit A for project location.)

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To obtain Board authorization for the General Manager to execute Change Order No. 3 (Exhibit B) for \$53,969.01 to the contract with Ortiz.

ANALYSIS:

At the May 10, 2005 Board meeting, Ortiz was awarded the construction contract for the recycled water pipeline project. The project construction began in September, 2005 and is completed with the exception of start up. Hirsch & Company was awarded the Construction Management contract for the project at the July 7, 2005 Board meeting. Currently, work is under way performing functional checkout to prepare the newly completed 30-inch recycled water pipeline, 450-1 Reservoir and 680-1 Pump Station for start up. Staff is coordinating with the City of San Diego (City) to ensure that the start up for this project will be successful and recycled water can be delivered to the Otay Water District (District's) customers on schedule.

To date, two (2) change orders have been processed in the amount of \$41,140.79. These change orders covered a variety of items including credits for risk assessment reviews and relocation of pipeline operations allowances to adds for modifying pipeline alignments and profiles.

Change Order No. 3 consists of seven (7) items for increases to the contract including start up support and ten (10) items for decreases to the contract including deletion of sidewalk, curb and gutter installation for a net increase to the contract of \$53,969.01. Since start up time is included in Change Order No. 3 staff does not anticipate any more change orders for this project. Including Change Order No. 3, the total cost of all change orders is \$95,109.80. Staff recommends approving Change Order No. 3 in the amount of \$53,969.01.

FISCAL IMPACT:



The approved total budget for CIP R2022 is \$23,600,000. Expenditures to date are \$22,225,805. Total commitments to date, including this Change Order, are approximately \$23,151,175. See Attachment B for budget detail.

The Project Manager anticipates that based on the attached financial analysis that the budget will be sufficient to support this project. Finance has determined that all funding for this project will be available from the Recycled Expansion Fund. The District anticipates up to a 25-percent reimbursement from the Bureau of Reclamation.

STRATEGIC GOAL:

This project supports the District's mission statement and the District's Strategic Goal to: "Design and construct new infrastructure - satisfy current and future water needs for Potable, Recycled, and Wastewater Services."

LEGAL IMPACT:

None.

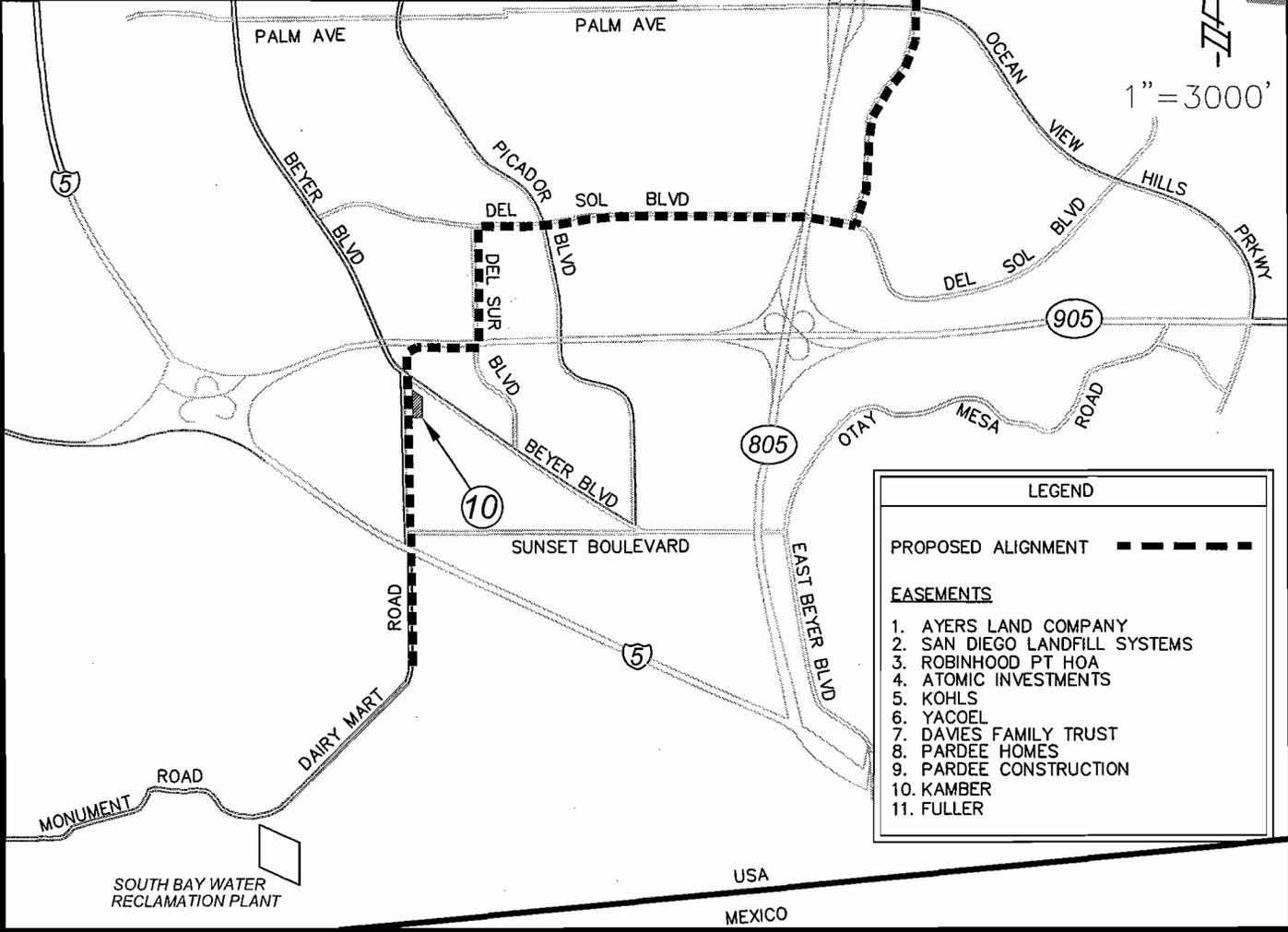
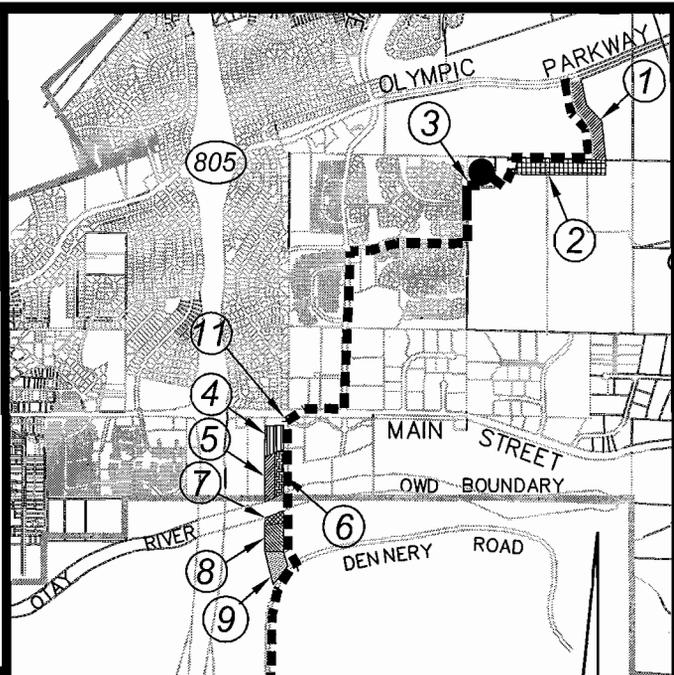
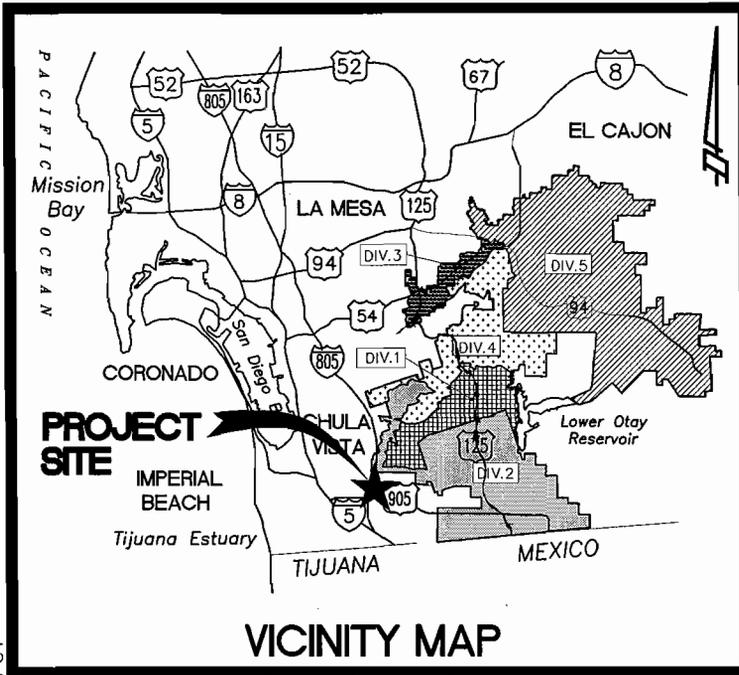


General Manager

Exhibit
Attachments

RR/RP

P:\WORKING\CIP_R022\W0_8875\Exhibits\Exhibit for Staff Report 6-27-2005.dwg 12/19/2005 10:33:17 AM PST



LEGEND	
PROPOSED ALIGNMENT	-----
EASEMENTS	
1.	AYERS LAND COMPANY
2.	SAN DIEGO LANDFILL SYSTEMS
3.	ROBINHOOD PT HOA
4.	ATOMIC INVESTMENTS
5.	KOHL'S
6.	YACOEL
7.	DAVIES FAMILY TRUST
8.	PARDEE HOMES
9.	PARDEE CONSTRUCTION
10.	KAMBER
11.	FULLER



W.O. 8875

OTAY WATER DISTRICT

30" RECYCLED WATER PIPELINE PROJECT

LOCATION MAP

CIP R2022

EXHIBIT A

CONTRACT/P.O. CHANGE ORDER No. 3

PROJECT/ITEM: 30-inch Recycled Water Pipeline Project

CONTRACTOR/VENDOR: Ortiz Corporation, Inc.

APPROVED BY: Board:

REF. P.O. No:

REF.CIP No.: R2022

REF. W.O. No.: 8875

DATE: 02/05/2007

DESCRIPTION:

See attached page 2 of 5 for continuation.

REASON:

See attached page 3 of 5 for continuation.

CHANGE P.O. TO READ:

Revise Contract to add \$53,969.01 for a total Contract amount of \$14,842,709.80.

ORIGINAL CONTRACT/P.O. AMOUNT:	\$	14,747,600.00
ADJUSTED AMOUNT FROM PREVIOUS CHANGE:	\$	14,788,740.79
TOTAL COST OF THIS CHANGE ORDER:	\$	53,969.01
NEW CONTRACT/P.O. AMOUNT IS:	\$	14,842,709.80
CONTRACT/P.O. TIME AFFECTED BY THIS CHANGE:		0 days
CONTRACT COMPLETION DATE:		12/23/2006

IT IS UNDERSTOOD WITH THE FOLLOWING APPROVALS, THAT THE CONTRACTOR/VENDOR IS AUTHORIZED AND DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES. IT IS ALSO AGREED THAT THE TOTAL COST FOR THIS CHANGE ORDER CONSTITUTES FULL AND COMPLETE COMPENSATION FOR OBLIGATIONS REQUIRED BY THE CONTRACT/P.O. ALL OTHER PROVISIONS AND REQUIREMENTS OF THE CONTRACT/P.O. REMAIN IN FULL FORCE AND EFFECT.

CONTRACTOR/VENDOR:

TITLE: _____ DATE: _____

ADDRESS: Ortiz Corporation

788 Energy Way, Chula Vista, CA 91911

STAFF APPROVALS:

PROJ. MGR. _____ DATE: _____

DIV. MGR: _____ DATE: _____

CHIEF: _____ DATE: _____

ASSIST G.M.: _____ DATE: _____

DISTRICT APPROVAL:

GEN. MANAGER: _____ DATE: _____

COPIES: FILE (Orig.), CONTRACTOR/VENDOR, CHIEF.-ENGINEERING., ASST CHIEF.-FINANCE ENGR. MGR.
 ACCTS PAYABLE INSPECTION PROJ MGR ENGR. SECRETARY PURCHASING

Description of Work

<u>Description</u>	<u>Increase</u>	<u>Decrease</u>	<u>Time</u>
<u>Item No. 1:</u> RFP 013 This Change Order provides for modification of the pipeline profile and alignment from Station 10+00 to 17+50 on West Point Drive allowing for installation of a SDG&E natural gas line to feed the 450-1 Reservoir Site, per RFP 013.	\$21,532.13		0
<u>Item No. 2:</u> RFP 014 This Change Order provides for modification of the pipeline profile from Station 53+30 to 56+60. This profile modification relocates the pipeline and casing beneath MTDB to a profile above the unmarked fiber-optic telecom lines beneath Beyer Road, per RFP 014.	\$31,319.90		0
<u>Item No. 3:</u> RFP 015 This Change Order provides for installation of concrete retaining walls around the AVAR enclosures at Station 297+52 and 14+32 due to the existing ground slope conditions, per RFP 015.	\$11,600.00		0
<u>Item No. 4:</u> RFP 016 This Change Order provides for implementation of additional paving requirements due to alignment modifications on both Sequoia Street and West Point Ave, per RFP 016.	\$100,009.15		0
<u>Item No. 5:</u> RFP 018 This Change Order provides for removal, disposal and impacts associated with unanticipated rocks and cobbles encountered in the receiving horizontal directional drill (HDD) pit at Station 237+86 that impacted prosecution of the HDD operation, per RFP 018.	\$49,915.32		0
<u>Item No. 6:</u> RFP 019 This Change Order provides for removal, disposal and impacts associated with an unmarked and abandoned telecom ductbank in the Interstate 5 right-of-way that impacted prosecution of the I-5 Jack & Bore casing installation, per RFP 019	\$40,184.79		0
<u>Item No. 7:</u> RFP 020 This Change Order provides for Start-up Support services by the pipeline contractor. Support will include manning of blow-off points, monitoring of pipeline pressures and discharge of flows to simulate usage of the pipeline during initial start-up operations, per RFP 020.	\$51,975.76		0
<u>Item No. 8:</u> This Change Order decreases the amount allocated for Bid Item 17, Curb and Gutter Replacement by \$69,125.00 to a new authorized amount of \$875.00. (Delete 1,975 LF at \$35 / LF)		\$69,125.00	
<u>Item No. 9:</u> This Change Order decreases the amount allocated for Bid Item 18, Sidewalk Replacement by \$51,350.00 to a new authorized amount of \$650.00. (Delete 1975 LF at \$26 / LF)		\$51,350.00	0
<u>Item No. 10:</u> This Change Order decreases the amount allocated for Bid Item 28, Utility Undercrossings Not Identified On The Plans Greater Than 4-Inches by \$19,000.00 to a new authorized amount of \$6,000.00. (Delete 38 EA at \$500 / EA)		\$19,000.00	0
<u>Item No. 11:</u> This Change Order decreases the amount allocated for Bid Item 29, Unknown Utilities Allowance by \$5,885.29 to a new authorized amount of \$194,114.71.		\$5,885.29	0
<u>Item No. 12:</u> This Change Order decreases the amount allocated for Bid Item 31, Compliance with SDAPCD Allowance by \$10,000.00 to a new authorized amount of \$0.00.		\$10,000.00	0

Item No. 13:	This Change Order decreases the amount allocated for Bid Item 33, Additional Mandatory Night Shift Operations by \$19,200 to a new authorized amount of \$4,800.00. (Delete 24 Shifts at \$800 / Shift)	\$19,200.00	0
Item No. 14:	This Change Order decreases the amount allocated for Bid Item 34, Inlet/Outlet Traffic Control Plan Preparation Allowance by \$3,625.75 to a new authorized amount of \$1,374.25.	\$3,625.75	0
Item No. 15:	This Change Order decreases the amount allocated for Bid Item 35, Additional Potholing, by \$46,750.00 to a new authorized amount of \$63,250.00. (Delete 85 EA at \$550 / EA)	\$46,750.00	0
Item No. 16:	This Change Order decreases the amount allocated for Bid Item 36, Archeological and Native American Recovery Allowance by \$2,632.00 to a new authorized amount of \$22,368.00.	\$2,632.00	0
Item No. 17:	This Change Order decreases the amount allocated for Bid Item 37, Sound Walls Allowance by \$25,000.00 to a new authorized amount of \$0.00.	\$25,000.00	0
Sub Total Amount		\$306,537.05	\$252,568.04
Total Net Change Order Amount		<u>\$53,969.01</u>	

Revisions to: BID SCHEDULE

Item #	Description	Quantity	Unit	Unit Price	Amount
17	Curb and Gutter Replacement	1,975	LF	\$35	\$875.00
18	Sidewalk Replacement	1,975	LF	\$26	\$650.00
28	Utility Undercrossings Not Identified On The Plans Greater Than 4-Inches	12	EA	\$500	\$6,000.00
29	Unknown Utilities Allowance	1	LS	LS	\$194,114.71
31	Compliance with SDAPCD Allowance	1	LS	LS	\$0.00
33	Additional Mandatory Night Shift Operations	24	Shift	\$800	\$4,800.00
34	Inlet/Outlet Traffic Control Plan Preparation	1	LS	LS	\$1,374.25
35	Additional Potholing	115	EA	\$550	\$63,250.00
36	Archeological and Native American Recovery Allowance	1	LS	LS	\$22,368.00
37	Sound Walls Allowance	1	LS	LS	\$0.00

Reason:

Item No. 1: RFP 013

Subsequent to beginning construction it was discovered that SDG&E did not have the infrastructure on the South side of the 450-1 Reservoir site as anticipated. This discovery resulted in SDG&E re-designing the natural gas feed line to the Reservoir site to West Point Dr. This modification required that the 30-inch pipeline alignment be shifted further East than originally designed. This change is required to modify the profile and alignment of the 30-inch pipeline to allow for installation of the Reservoir site required natural gas feed line.

Item No. 2: RFP 014

Subsequent to beginning construction it was discovered that a fiber-optic telecom ductbank existed beneath Beyer Road that had not shown on utility searches or Dig-Alert street mark-out. Potholing resulting in the discovery that the utility was in conflict with the designed profile for the 48-inch casing beneath MTDB ROW and Beyer Road. Resulting from this discovery the profile of the casing and pipeline was modified to avoid the conflict and allow installation of the pipeline. This change is required to adjust the profile of the casing, modify fittings at both ends of the casing and change the elevations of both the jacking and receiving pits for the casing installation.

Item No. 3: RFP 015

Subsequent to beginning construction it was discovered that the location of the Air Vacuum / Air Release Valves (AVAR) at Stations 297+52 and 14+32 could not be achieved unless retaining walls were constructed due to existing surface grades at the locations. This discovery resulted in the requirement to implement construction of a retaining walls at the subject locations to ensure long term serviceability of the AVARs.

Item No. 4: RFP 016

Subsequent to beginning construction the Contractor requested to modify the alignment of the pipeline on Sequoia Road. The alignment modification was approved and resulted in the requirement to significantly increase the limits of asphalt repaving. This alignment modification was approved because it also eliminated the requirement to replace the curb/gutter and sidewalk for the length of the street resulting in a net savings to the Contract of \$39,475 due to the credit received on Bid Item No. 17 and Bid Item No. 18. This Change Order is required to compensate the Contractor for the increased paving required on Sequoia as well as West Point Ave. due to the alignment modification resulting from installation of a SDG&E natural gas line for the 450 Reservoir site.

Item No. 5: RFP 018

Subsequent to beginning construction operations and during horizontal directional drilling (HDD) work, cobbles and debris were discovered in the HDD receiving pit impacting the HDD drilling process. The cobbles and debris were not indicated in the soils report and could not have been anticipated as part of the bid process. This Change Order is required to compensate the Contractor for additional excavation required to remove interfering portions of the cobbles and debris and standby time for the HDD drill rig during the excavation of the cobbles and debris and subsequent backfill of overexcavated materials.

Item No. 6: RFP 019

Resulting from the I-5 Jack and Bore operation an abandoned telecommunications ductbank was discovered beneath the CalTrans Right-of-Way adjacent to the travel lanes. The ductbank initially thought to be contain active cables presented a concrete barrier to the prosecution of the 60-inch bore. Upon discovery that it was no longer in use, efforts were undertaken to jackhammer the interfering portion from the face of the bore to enable the boring machine to continue installation of the casing. This Change Order is required to compensate the Contractor for delays and removal of interfering portions of the unknown ductbank.

Item No. 7: RFP 020

Resulting from System Start-Up meetings it was determined that a comprehensive system start-up would be required to adequately interface multiple Otay Water District projects with the City of San Diego. This system start-up would encompass not just the 30-inch Pipeline Project but also the 450-1 Reservoir / 680-1 Pump Station and the South Bay Water Reclamation Plant. To successfully accomplish this system start-up, Contractor support would be necessary to monitor AVAR's, B/O's during initial pumping operations and record pipeline pressures at various locations during start-up to ensure the system performed as designed.

Item No. 8:

The Contract Unit Price Bid Item, Item No. 17, Curb and Gutter Replacement, was utilized to the maximum practical extent in the performance of the contract work and is no longer required.

Item No. 9:

The Contract Unit Price Bid Item, Item No. 18, Sidewalk Replacement, was utilized to the maximum practical extent in the performance of the contract work and is no longer required.

Item No. 10:

The Contract Unit Price Bid Item, Item No. 28, Utility Undercrossings Not Identified On The Plans Greater Than 4-Inches, was utilized to the maximum practical extent in the performance of the contract work and is no longer required.

Item No. 11:

The Contract Allowance Bid Item, Item No. 29, Unknown Utilities, was utilized to the maximum practical extent in the performance of the contract work and is no longer required.

Item No. 12:

The Contract Allowance Bid Item, Item No. 31, Compliance with SDAPCD, was utilized to the maximum practical extent in the performance of the contract work and is no longer required.

Item No. 13:

The Contract Unit Price Bid Item, Item No. 33, Additional Mandatory Night Shift Operations, was utilized to the maximum practical extent in the performance of the contract work and is no longer required.

Item No. 14:

The Contract Allowance Bid Item, Item No. 34, Inlet/Outlet Traffic Control Plan Preparation, was utilized to the maximum practical extent in the performance of the contract work and is no longer required.

Item No. 15:

The Contract Allowance Bid Item, Item No. 35, Additional Potholing, was utilized to the maximum practical extent in the performance of the contract work and is no longer required.

Item No. 16:

The Contract Allowance Bid Item, Item No. 36, Archeological and Native American Recovery, was utilized to the maximum practical extent in the performance of the contract work and is no longer required.

Item No. 17:

The Contract Allowance Bid Item, Item No. 37, Sound Walls, was utilized to the maximum practical extent in the performance of the contract work and is no longer required.



ATTACHMENT A

SUBJECT/PROJECT:
R2022-001103

Change Order No. 3 to the Contract with Ortiz Corporation for Construction of the 30-Inch Recycled Water Pipeline

The Engineering, Operations and Water Resources Committee reviewed this item at a meeting held on February 21, 2007. The following comments were made:

- Staff is requesting the board's approval of Change Order No. 3 to the existing contract with Ortiz Corporation for \$53,969.01.
- To date, the total change order dollars processed for this project are \$95,109.80 (this total includes Change Order No. 3).
- It was discussed that the change order total is greatly under the industry average of 5 to 10% of the total project cost. Under the average, it is expected that there would be between \$1.5 to \$1.7 million in change orders.
- It was noted that the staff of Ortiz Corporation, Hirsch & Company and RBF were top notch and this has helped keep change orders and costs down.
- The Committee inquired if staff forwarded thank you letters to the contractors for their excellent work on the District's projects. Staff indicated that, in fact, two letters have been completed and would be forwarded should the board approve this change order request.

Upon completion of the discussion, the Committee supported staff's recommendation and forwarding to the Board of Directors on the consent calendar.



ATTACHMENT B

SUBJECT/PROJECT: Change Order No. 3 to the Contract with Ortiz Corporation
R2022-001103 for Construction of the 30-Inch Recycled Water Pipeline -
 Budget Detail

Otay Water District
 R2022 - RecPL - 30-Inch, 450 Zone, Otay Valley

Date Updated: February 10, 2007

Budget \$23,600,000	Committed	Expenditures	Outstanding Commitment & Forecast	Projected Final Cost	Vendor / Comments
Planning					
In House/Labor	145,167	145,167		145,167	
Outside Services	18,732	18,732	-	18,732	Recon
Consultant Contracts	78,331	78,331	-	78,331	Berryman & Hennigar
	5,130	5,130	-	5,130	Lee & Ro Inc
Subcontract	5,837	5,837	-	5,837	Regional Environmental
	17,276	17,276	-	17,276	Daniel Boyle
	176	176	-	176	Helix Environmental Planning
Meals	22	22	-	22	Petty Cash Custodian
Professional & Legal Fees	29,013	29,013	-	29,013	Burke Williams & Sorensen LL
Parking & Tolls	20	20	-	20	Petty Cash Custodian
Postage	5	5	-	5	Petty Cash Custodian
Regulatory Agency Fee	350	350	-	350	San Diego Gas & Electric
Land/Easement Acquisition	162,464	162,464	-	162,464	Clerk of the Superior Court
	240,110	240,110	-	240,110	First Southwestern Title
	-	-	-	-	
Total Planning	\$ 702,620.19	\$ 702,619.70	\$ -	\$ 702,620	
Design					
In House/Labor	335,040	335,040		335,040	
Consultant Contracts	1,500,613	1,500,613	-	1,500,613	Lee & Ro
	43	43	-	43	Bullet Logistics Inc.
	131	131	-	131	Camel Business Systems Inc.
	10,106	10,106	-	10,106	Hatch & Parent
	2,500	2,500	-	2,500	WRA & Associates
	72,599	72,599	-	72,599	Jacobs Engineering
	528	528	-	528	Divot Repair
Printing	14,246	14,246	-	14,246	Recon
	14,753	14,753	-	14,753	OCB Reprographics
	147	147	-	147	Team Reprographics, LLC
Shipping	161	161	-	161	Fed-Ex
Temporary Labor	909	909	-	909	Sedona Staffing Services Inc.
Professional & Legal Fees	63,661	63,661	-	63,661	Daley & Heft
	1,452	1,452	-	1,452	Hatch & Parent
Regulatory Agency Fee	6,050	6,050	-	6,050	San Diego Gas & Electric
Easement	5,200	5,200	-	5,200	San Diego Metropolitan
	44,165	44,165	-	44,165	First Southwestern Title
Office Supplies	56	56	-	56	Petty Cash Custodian
Meals	41	41	-	41	Petty Cash Custodian
Advertise and Award	249	249	-	249	Union Tribune Publishing Co.
	76	76	-	76	San Diego Daily Scripts
Total Design	\$ 2,072,726.26	\$ 2,072,726.41	\$ -	\$ 2,072,726	
Construction					
In House/Labor	199,475	199,475		199,475	
Consultant Contracts	587,106	587,106	-	587,106	Hirsch & Co
	657,096	170,069	487,027	657,096	RBF Consulting
	324,393	269,924	54,470	324,393	Lee & Ro
	43	43	-	43	Bullet Logistics Inc.
	33,236	32,942	294	33,236	Mooney, Jones & Stokes
Construction Contracts	14,842,710	14,510,980	331,730	14,842,710	Ortiz Corporation (C.O. #3)
	1,418	1,418	-	1,418	City of Chula Vista
Materials	8,328	8,328	-	8,328	Badger Meter, Inc.
	340	340	-	340	CW Mcgrath Inc.
	180	180	-	180	Hanson Aggregates Pacific
	183	183	-	183	Rentx
Rental	442	442	-	442	Casper Company
Shipping	182	182	-	182	Fed-Ex
Temporary Labor	49	49	-	49	Atwork Personnel Services
	274	274	-	274	Primary Funding Corp
	48	48	-	48	Sedona Staffing Services Inc.
Printing	5,331	5,331	-	5,331	OCB Reprographics
Advertise and Award	144	144	-	144	San Diego Daily Scripts
	1,370	1,370	-	1,370	Marston & Marston Company
Inventory	1,889	1,889	-	1,889	
Regulatory Agency Fee	35,218	35,218	-	35,218	City of Chula Vista
	700	700	-	700	San Diego Archeological Center
Staff Start Up Costs	50,000	-	50,000	50,000	Anticipated Staff labor costs
Water Loss	674	674	0	674	
Accpt/close-out	-	-	-	-	
Total Construction	\$ 16,750,830	\$ 15,827,310	\$ 923,520	\$ 16,750,830	
City of San Diego Capacity Fee	\$ 3,600,000	\$ 3,600,000	\$ -	\$ 3,600,000	City Treasurer
Community Outreach					
Materials	673	673	0	673	Vernon Company
Outside Services	17,742	15,892	1,850	17,742	Marston & Marston Company
	1,739	1,739	0	1,739	Dell Enterprises
	110	110	0	110	Samantha Bowman
	425	425	0	425	Voice & Video Rentals
District Events	1,206	1,206	0	1,206	El Taco Loco
	515	515	0	515	Pear Trees Catering Inc.
	925	925	0	925	A Party Rentals
	1,650	1,650	0	1,650	Auld Course
Temporary Labor	16	16	0	16	Sedona Staffing Services Inc.
Total Community Outreach	\$ 24,999	\$ 23,149	\$ 1,850	\$ 24,999	
Grand Total	\$ 23,151,175	\$ 22,225,805	\$ 925,370	\$ 23,151,175	



AGENDA ITEM 5d

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	March 7, 2007
SUBMITTED BY:	Ron Ripperger <i>w</i> Engineering Manager	PROJECT / SUBPROJECT:	R2001, DIV. 1 R2004 NO.
APPROVED BY: (Chief)	Rod Posada <i>R. Posada</i> Chief, Engineering		
APPROVED BY: (Asst. GM):	Manny Magaña <i>M. Magaña</i> Assistant General Manager, Engineering and Operations		
SUBJECT:	Change Order No. 6 to the Contract with TC Construction Company for Construction of the 450-1 Recycled Water Reservoir and 680-1 Recycled Water Pump Station		

GENERAL MANAGER'S RECOMMENDATION:

That the Board approve Change Order No. 6 to the existing contract with TC Construction Company (TC) for construction of the 450-1 Recycled Water Reservoir and the 680-1 Recycled Water Pump Station project in the amount of \$167,743. (See Exhibit A for project location.)

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To obtain Board authorization for the General Manager to execute Change Order No. 6 for \$167,743 (Exhibit B) to the contract with TC.

ANALYSIS:

At the September 12, 2005 Board meeting, TC was awarded the construction contract for the reservoir and pump station project. The project construction began in October, 2005 and is proceeding well. Jacobs Engineering was awarded the Construction Management contract for the project at the December 7, 2005 Board meeting. Currently, work is under way performing functional checkout to prepare the newly completed 30-inch recycled water pipeline, 450-1 Reservoir and 680-1 Pump Station for start up. Staff is coordinating with the City of San Diego (City) to ensure that the start up for this project will be successful and recycled water can be delivered to the Otay Water District (District's) customers on schedule.

To date, five (5) change orders have been processed in the amount of <\$490,778>. These change orders covered a variety of items including credits from value engineering. Change Order No. 6 consists of additional paving for the dirt access road, piping and other modifications in the pump station, future piping for the the chlorination facility, and a variety of miscellaneous items needed for the reservoir and pump station to complete the overall work. Staff anticipates minor change orders may still be required as start up of the facilities proceeds. Including Change Order No. 6, the total cost of all change orders is <\$323,035>. Staff recommends approving Change Order No. 6 in the amount of \$167,743.

FISCAL IMPACT:

The approved budget for the 450-1 Recycled Water Reservoir project (CIP R2001) is \$9,967,000. To date, \$7,677,783 has been spent on the Reservoir. See Attachment B-1 for budget detail.

The approved budget for the 680-1 Recycled Water Pump Station project (CIP R2004) is \$8,233,000. To date, \$6,677,453 has been spent on the Pump Station. See Attachment B-2 for budget detail.

The total approved budget for the combined project is \$18,200,000. Total combined project commitments, including this change order, are \$17,191,918.

The Project Manager anticipates that based on the attached financial analysis that the CIP R2001 budget will be sufficient to support the 450-1 Recycled Water Reservoir project. Finance has determined that 100% of the funding for this project will be available from the Expansion Fund.

The Project Manager also anticipates that based on the attached financial analysis that the CIP R2004 budget will be sufficient to support the 680-1 Recycled Water Pump Station project. Finance has determined that 100% of the funding for this project will be available from the Expansion Fund.

The District anticipates up to a 25-percent reimbursement from the Bureau of Reclamation.

STRATEGIC GOAL:

This project supports the District's mission statement and the District's Strategic Goal to: "Design and construct new infrastructure - satisfy current and future water needs for Potable, Recycled, and Wastewater Services."

LEGAL IMPACT:

None.



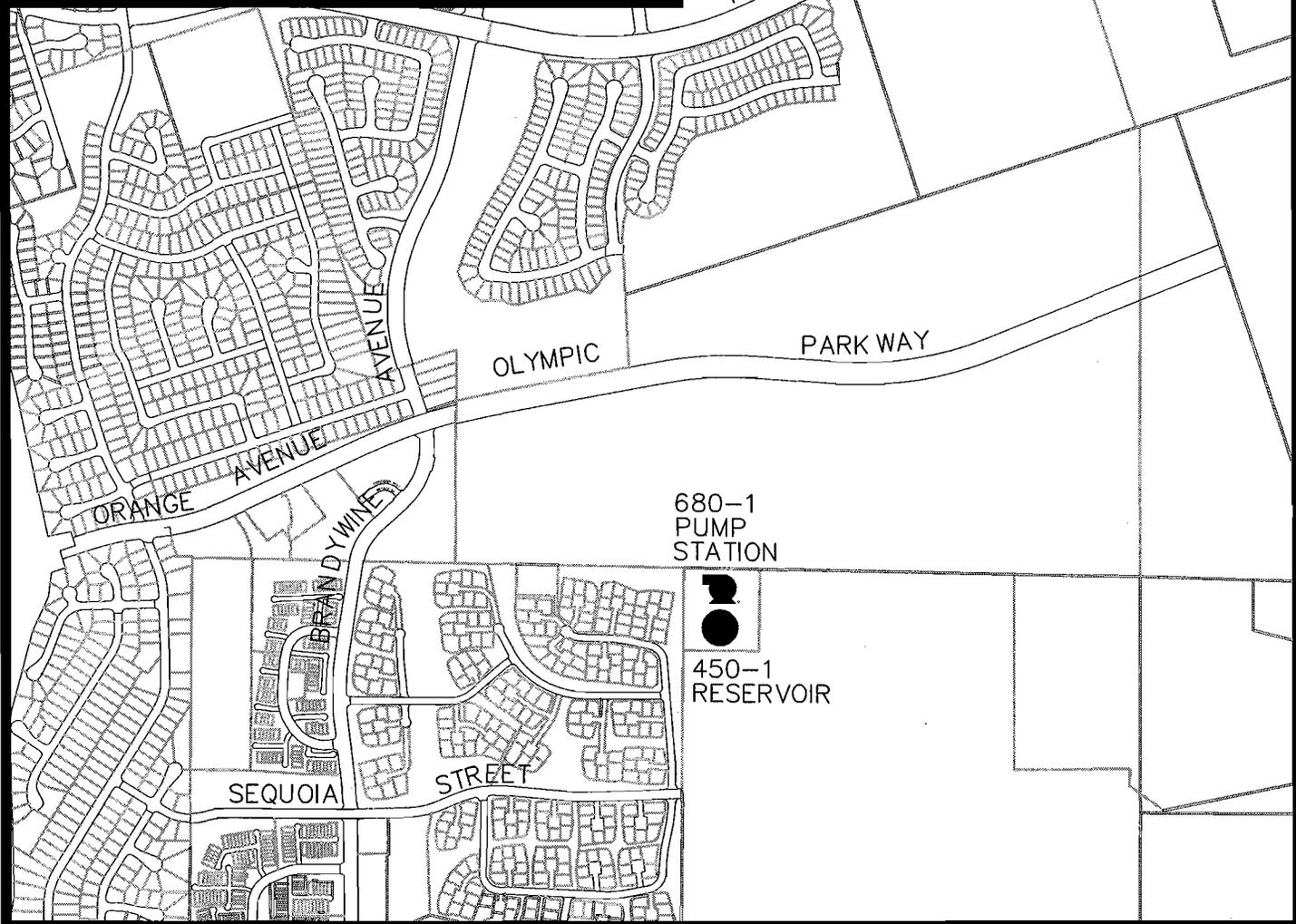
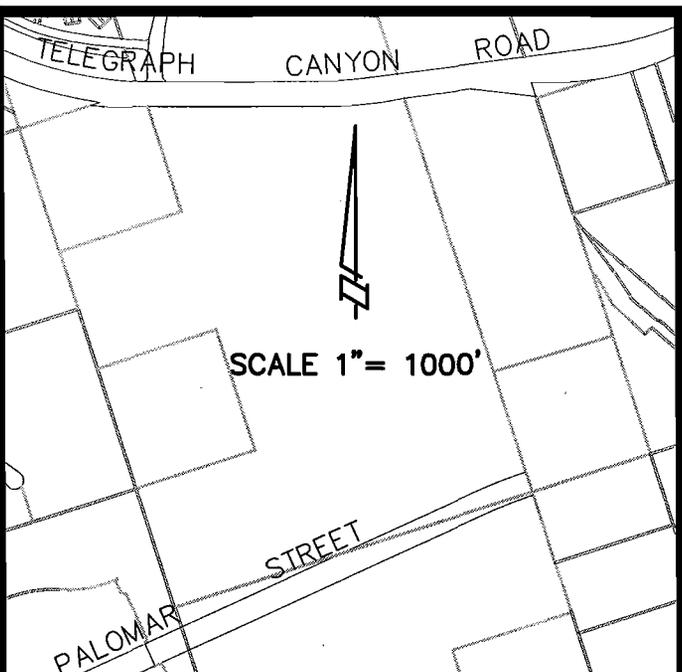
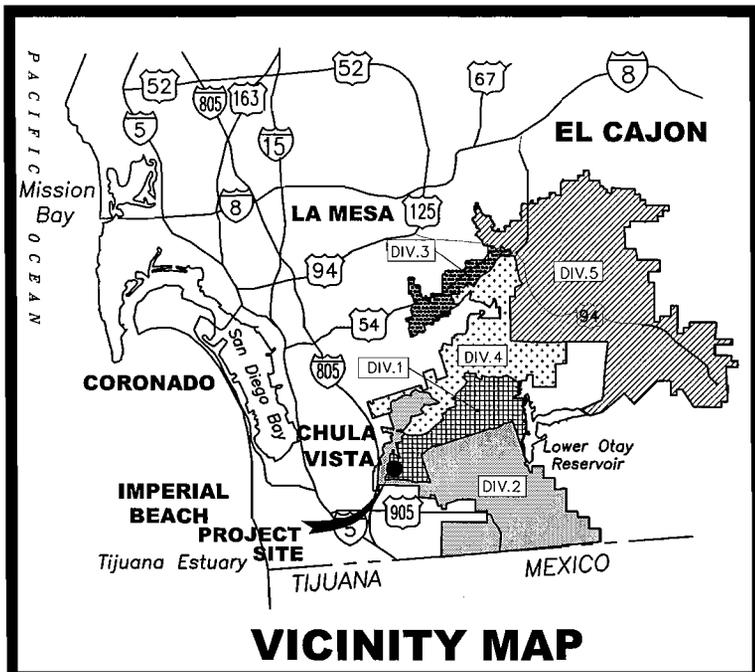
General Manager

Exhibits

Attachments

RR/RP

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OTAY WATER DISTRICT
450-1 RECYCLED WATER RESERVOIR/
680-1 RECYCLED WATER PUMP STATION

WO 30016/30015

CENTRAL AREA
LOCATION MAP

CIP R001/R004

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EXHIBIT A

CONTRACT/P.O. CHANGE ORDER No. 6

PROJECT/ITEM: 450-1 Recycled Water Reservoir & 680-1 Recycled Water Pump Station
CONTRACTOR/VENDOR: TC Construction Company, Inc. REF.CIP No.: R2001/R2004-001103
APPROVED BY: Board: N/A REF. P.O. No: 702551 REF. W.O. No.: 30016 DATE: 02-12-07 & 30015

DESCRIPTION:

See attached pages 2 through 6 of 6 for descriptions.

REASON:

See attached pages 2 through 6 of 6 for reasons.

CHANGE P.O. TO READ:

A total increase of \$167,743.00 for a revised Contract amount of \$14,416,965.00. Revise the contract completion date from 4/01/07 to 4/27/07.

ORIGINAL CONTRACT/P.O. AMOUNT:	\$	14,740,000.00
ADJUSTED AMOUNT FROM PREVIOUS CHANGE:	\$	14,249,222.00
TOTAL COST OF THIS CHANGE ORDER:	\$	167,743.00
NEW CONTRACT/P.O. AMOUNT IS:	\$	14,416,965.00
CONTRACT/P.O. TIME AFFECTED BY THIS CHANGE:		26 Days
ORIGINAL CONTRACT COMPLETION DATE:		2/28/07
REVISED CONTRACT COMPLETION DATE:		4/27/07

IT IS UNDERSTOOD WITH THE FOLLOWING APPROVALS, THAT THE CONTRACTOR/VENDOR IS AUTHORIZED AND DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES. IT IS ALSO AGREED THAT THE TOTAL COST FOR THIS CHANGE ORDER CONSTITUTES FULL AND COMPLETE COMPENSATION FOR OBLIGATIONS REQUIRED BY THE CONTRACT/P.O. THIS INCLUDES ALL DIRECT AND INDIRECT COST AND RELEASE OF ALL RIGHTS TO CLAIM AGAINST THIS ITEM IN THE FUTURE. ALL OTHER PROVISIONS AND REQUIREMENTS OF THE CONTRACT/P.O. REMAIN IN FULL FORCE AND EFFECT.

CONTRACTOR/VENDOR:

TITLE: _____ DATE: _____
ADDRESS: _____

STAFF APPROVALS:

PROJ. MGR: _____ DATE: _____
DIV. MGR: _____ DATE: _____
CHIEF: _____ DATE: _____
ASST. GEN. MANAGER: _____ DATE: _____

DISTRICT APPROVAL:

GEN. MANAGER: _____ DATE: _____

COPIES: FILE (Orig.), CONTRACTOR/VENDOR CHIEF-ENGINEERING/PLANNING CHIEF-FINANCE CHIEF-DEV. SERVICES
 ENGR. MGR. INSPECTION PROJ MGR ENGR. SECRETARY PURCHASING ACCTS PAYABLE

CONTRACT/P.O. CHANGE ORDER No. 6

PROJECT/ITEM: 450-1 Recycled Water Reservoir & 680-1 Recycled Water Pump Station

CONTRACTOR/VENDOR: TC Construction Company, Inc.

REF.CIP No.: R2001/R2004-001103

APPROVED BY: Board: N/A

REF. P.O. No: 702551

REF. W.O. No.: 30016

DATE: 02-12-07

& 30015

DESCRIPTIONS:

1. Add \$1,005 for the installation of floor drain in the compressor room and piping from the drain to the sewer line. Also, add 1 (one) calendar day.
2. Add \$2,878 for the installation of one retaining wall and a nozzle for the 6-inch air vac installation included in CDC#2. Also, add 1 (one) calendar day.
3. Credit of \$1,917 for the material type change for buried vault ventilation piping.
4. Add \$3,375 for the installation of four interior light fixtures suitable for the location and mount required in the drawings.
5. Add \$3,441 for the installation of a temporary bypass and then reinstallation of an existing 2 ½-inch potable water line. Also, add 2 (two) calendar days.
6. Add \$1,615 for the installation of a personnel gate through the perimeter fence at the south side of the tank as required by SDGE for access to the gas line leak detectors.
7. Add \$2,060 for the modification of pump discharge pipe fittings to accommodate the discharge angle provided by Peerless Pumps in their pump cans. Also, add 1 (one) calendar day.

REASONS:

1. RFP#16 was initiated by the CM and the Contractor. The Contract drawings did not call for a floor drain in the compressor room where there will be continuous drainage from the compressed air system.
2. RFP#17 was for a portion of the work proposed in RFP#2 which never resulted in a change order. RFP#2 was issued for the installation of two air vac installation per WAS standards as part of CDC#2 issued by MWH. Ortiz Construction installed the two air vacs under another contract and TC Construction will install the required retaining wall and nozzle connection through this contract as part of RFP#17.
3. RFP#19 was initiated by the Contractor and it involves changing the required SCH20 Steel, 10-inch buried, intake/exhaust piping that runs to/from the inlet meter, outlet meter and altitude valve vault to SDR 35 PVC Piping.
4. RFP#25 was initiated by the Contractor and the Designer because four light fixtures called out in the contract drawings to be the hanging type can not be hung in the lower vault area below the grating.
5. RFP#26 was initiated because an existing 2 1/2-inch potable water line that runs through the site to the landfill was not shown on the plans had to be temporarily bypassed and then reconnected following the installation of the 30-inch recycled water line.
6. RFP #28 was initiated because SDGE required non-hill-climbing, pedestrian access to observation wells at the top of the hill above the gas lines.
7. RFP #29 was initiated because the discharge angle of the RW pumps and their configuration in the cans required angle corrections for each discharge line.

CONTRACT/P.O. CHANGE ORDER No. 6

PROJECT/ITEM: 450-1 Recycled Water Reservoir & 680-1 Recycled Water Pump Station

CONTRACTOR/VENDOR: TC Construction Company, Inc.

REF.CIP No.: R2001/R2004-001103

APPROVED BY: Board: N/A

REF. P.O. No: 702551

REF. W.O. No.: 30016

DATE: 02-12-07

& 30015

DESCRIPTIONS:

8. Add \$4,018 for structural steel added to support the weight of the air conditioning unit on the roof above Room 105. Also, add 2 (two) calendar days.
9. Credit of \$855 for elimination of skylight on the equipment curb for future equipment and the addition of a sheet metal cover.
10. Add \$9,894 for the larger size sandwich skylights above the generator room.
11. Add \$2,003 for the added structural steel for improved antenna support.
12. Add \$48,325 for paving an additional 781 feet of access road and 400 ft of AC berm near the tank perimeter road. Also, add 4 (four) calendar days.
13. Add \$4,136 for caulking installation at the perimeter of the tank's chime. Also, add 1 (one) calendar day.
14. Add \$234 for the installation of a junction box provided by the sump pump manufacturer required for the relocation of the sump pump control panel.
15. Credit of \$4,462 for the elimination of the pump functional testing configuration called out in drawing GC-1 and specification 01660. As part of the RFP, this credit is reduced by costs related to the installation of another pipe configuration, blind flange and valve to be used for testing purposes.

REASONS:

8. RFP #31 was initiated because not enough support was provided in original contract drawings. Built per new detail provided by Designer.
9. RFP #32 was initiated as suggested by the Designer.
10. RFP #33 was initiated because a skylight size increase was required to fit over the per-contract-installed roof beam opening.
11. RFP #34 was initiated because added support was required after antenna installation because as installed - it was too flimsy.
12. RFP #35 was initiated as recommended by Contractor / requested by Owner. It was not called for in the contract documents.
13. RFP #36 was initiated by the tank contractor and requested by Owner.
14. RFP #38 was initiated by the CM and Contractor due to limited mounting area and pre-cut equipment cable lengths.
15. RFP #39 was initiated by the Contractor & CM in order to expedite testing while tank is being painted.

CONTRACT/P.O. CHANGE ORDER No. 6

OTAY WATER DISTRICT

2554 SWEETWATER SPRINGS BLVD., SPRING VALLEY, CA. 91978, (619) 670-2222

PROJECT/ITEM: 450-1 Recycled Water Reservoir & 680-1 Recycled Water Pump Station

CONTRACTOR/VENDOR: TC Construction Company, Inc.

REF.CIP No.: R2001/R2004-001103

APPROVED BY: Board: N/A

REF. P.O. No: 702551

REF. W.O. No.: 30016

DATE: 02-12-07

& 30015

DESCRIPTIONS:

16. Add \$35,626 for the installation of potable water piping, sewer piping, sodium hypochlorite piping (dual containment) and electrical conduit (power & signal) for the future chlorination facility. Also, add 6 (six) calendar days.
17. Add \$23,653 for the installation of two total dissolved solids (TDS) analyzers and to provide for monitoring of their analog signals at the OWD SCADA system.
18. Add \$2,227 for work required to fill in nail holes and paint 2X8 Mansard Roof fascia. Also, add 1 (one) calendar day.
19. Add \$1,805 to delete the single-ply (thermoplastic) membrane roofing system and install a built up roofing system on the pump station with a 20-year warranty. The work in this RFP also includes costs for installing ninety (90) pitch pockets for sealing around the 2X2 mansard roof angle braces where they attach to the lightweight roof concrete. Also, add 2 (two) calendar days.
20. Credit of \$7,670 for Deleted Landscaping and Irrigation in Unused Contractor Staging Area.
21. Add \$1,713 to increase the engine exhaust piping diameter from 8-inches to 10-inches and to provide an exhaust silencer for exhaust fan EF-3 similar to the one provided for EF-4.
22. Add \$345 for the installation of 240 volt service to the generator from LP-1. Work in this RFP includes the installation of a new 60-Amp (2-pole) breaker in LP-1 and other misc. wiring changes.

REASONS:

16. RFP#40 was initiated per Owner's request.
17. RFP#41 was initiated per Owner's request.
18. RFP #42 was initiated per MWH CMRFI Response and was not called for in the original contract documents.
19. RFP #43 was initiated because the membrane roofing supplier would not guarantee roofing due to the 90 penetrations required for bracing attachment to the concrete roof.
20. RFP #44 was initiated by the Contractor.
21. RFP #46 was initiated because the sole source engine manufacturer upsized the exhaust piping (provided by others) requirements to improve air emissions and duct silencer was not included in contract documents.
22. RFP #47 was initiated because the contract drawings did not provide proper power supply for auxiliary equipment provided by engine manufacturer.

CONTRACT/P.O. CHANGE ORDER No. 6

PROJECT/ITEM: 450-1 Recycled Water Reservoir & 680-1 Recycled Water Pump Station

CONTRACTOR/VENDOR: TC Construction Company, Inc.

REF.CIP No.: R2001/R2004-001103

OTAY WATER DISTRICT

2554 SWEETWATER SPRINGS BLVD., SPRING VALLEY, CA. 91978, (619) 670-2222

APPROVED BY: Board: N/A

REF. P.O. No: 702551

**REF. W.O. No.: 30016
& 30015**

DATE: 02-12-07

DESCRIPTIONS:

- 23. Add \$4,870 for the rental and operation of a load bank with adequate capacity to draw loads required to pass APCD source testing and for fine tuning of the generator set by the manufacturer.
- 24. Add \$5,912 to provide new, add additional, substitute and/or delete wiring in ten different conduit runs.
- 25. Add \$1,170 for the installation of a temporary, APCD-required, exhaust stack extension and platform.
- 26. Add \$2,946 for the installation of a 1-inch pilot line which runs from the reservoir to the altitude valve. Also, add 1 (one) calendar day.
- 27. Add \$510 for additional coating of red paint on curb at West Point Drive. Also, add 1 (one) calendar day.
- 28. Add \$5,000 for the installation a battery master disconnect between the batteries and the generator engine starter and additional piping and valves installed for the lube oil transfer system.
- 29. Add \$6,903 for modifications at the VFD to provide power and control for the pump motor unit heaters.
- 30. Add \$1,983 for additional bracketing required to secure the monorail diagonal support beam above Door 106A.
- 31. Add \$5,000 for miscellaneous additions to the irrigation and landscaping scope of work.

REASONS:

- 23. RFP #48 was initiated because APCD source testing and generator fine tuning could not be done without a load bank which was not in the contract documents.
- 24. Additional costs from RFP #49 relate to wiring quantity and size changes directed in MWH responses to RFI's 14, 18, 40 and CMRFI 55.
- 25. Work done through RFP #50 was required by APCD for source testing and not included in the contract documents.
- 26. Work done in RFP #51 was required for the altitude valve to function properly. The pilot line was not in the contract documents.
- 27. RFP #52 was initiated as requested by the City of Chula Vista.
- 28. RFP #53 was initiated by the Owner due to safety and maintenance concerns.
- 29. RFP #54 was initiated because power and control for the pump motor unit heaters is required but not included in the contract documents.
- 30. RFP #55 was initiated by the Contractor, Designer and CM because Door 106A would not open because the diagonal beam was in the way as built/designed.
- 31. RFP #56 was initiated because the Contractor was required to install various components that were not shown in the contract documents.

CONTRACT/P.O. CHANGE ORDER No. 6

PROJECT/ITEM: 450-1 Recycled Water Reservoir & 680-1 Recycled Water Pump Station

CONTRACTOR/VENDOR: TC Construction Company, Inc.

REF.CIP No.: R2001/R2004-001103

APPROVED BY: Board: N/A

REF. P.O. No: 702551

**REF. W.O. No.: 30016
& 30015**

DATE: 02-12-07

OTAY WATER DISTRICT

2554 SWEETWATER SPRINGS BLVD., SPRING VALLEY, CA. 91978, (619) 670-2222

DESCRIPTIONS:

32. Add 3 (three) calendar days for work stoppage caused by rain.

REASONS:

32. The three rain days for 1/30/07, 1/31/07 & 2/12/07 were agreed to because of the poor/unsafe working conditions created by the rain.



ATTACHMENT A

SUBJECT/PROJECT: R2001- 001103, R2004- 001103	Change Order No. 6 to the Contract with TC Construction Company for Construction of the 450-1 Recycled Water Reservoir and 680-1 Recycled Water Pump Station
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COMMITTEE ACTION:

The Engineering, Operations and Water Resources Committee reviewed this item at a meeting held on February 21, 2007. The following comments were made:

- Staff is requesting the board's approval of Change Order No. 6 to the existing contract with TC Construction Company for the 450-1 Recycled Water Reservoir in the amount of \$167,743.
- To date, the total change orders processed for this project accounts for \$490,778 or -3% of the total cost of the project (this total includes Change Order No. 6).
- The Committee inquired at what point does the District hold the design contractor accountable for change orders associated with design changes. Staff indicated that it is dependent on the change required. If it is something that should have been caught at the design stage, such as the design associated with the elevation of the site, then staff would discuss this with the designer. However, for small changes, such as the addition of a drain for site improvements, staff would generally accept the change order.
- It was also indicated that an original design may be adequate, but staff may request improvements to the original design to increase the longevity of the project and, thus, would accept the costs associated with the improvements (staff will confirm if any of the items noted on the change order fall under this situation).
- Staff also noted that no matter how conscientious a design engineer may be, there would still be small changes required as it is much easier to identify necessary changes once a building or reservoir is erected.
- Staff indicated that Change Order No. 6 represents six to eight months of accumulated charges.

Upon completion of the discussion, the Committee supported staff's recommendation and forwarding to the Board of Directors on the consent calendar.



ATTACHMENT B-1

SUBJECT/PROJECT:
R2001-001103

Change Order No. 6 to the Contract with TC Construction Company for Construction of the 450-1 Recycled Water Reservoir and 680-1 Recycled Water Pump Station - Budget Detail

Otay Water District
R2001 - RecRes - 450-1 Reservoir 12.0 MG

Date Updated: February 10, 2007

<i>Budget</i> \$9,967,000	<i>Committed</i>	<i>Expenditures</i>	<i>Outstanding Commitment & Forecast</i>	<i>Projected Final Cost</i>	<i>Vendor / Comments</i>
Planning					
Studies					
In House/Labor	84,235	84,235		84,235	
Printing	672	672	-	672	Team Reprographics, LLC
	265	265	-	265	Mc-Graw Hill Construction
	16,636	10,764	5,872	16,636	OCB Reprographics
Temporary Labor	431	431	-	431	Sedona Staffing Services
	14	14	-	14	Atwork Personnel Services
Consultant Contracts	9,971	9,971	-	9,971	Kennedy Jenks
	8,827	8,827	-	8,827	Hatch & Parent
	21,330	21,330	-	21,330	Recon
	288,121	288,121	-	288,121	MWH Americas Inc
Insurance	63	63	-	63	Daley & Heft
Professional & Legal Fees	2,729	2,729	-	2,729	Hatch & Parent
	900	900	-	900	First Southwestern Title
	15,637	15,637	-	15,637	Daley & Heft
Regulatory Agency Fee	470	470	-	470	San Diego Gas & Electric
Postage	175	175	-	175	Fed-Ex
Land/Easement Acquisition	14,600	14,600	-	14,600	Clerk of the Superior Court
	39,334	39,334	-	39,334	First Southwestern Title
	19,500	19,500	-	19,500	ACI Sunbow LLC
	4,351	4,351	-	4,351	Robinhood Point Homeowners
Total Planning	\$ 528,260.46	\$ 522,388.71	\$ 5,872	\$ 528,261	
Design					
In House/Labor	151,314	151,314		151,314	
Consultant	247,294	247,294	-	247,294	MWH Americas Inc
	11,650	11,650	-	11,650	Recon
Printing	76	76	-	76	San Diego Daily Scripts
	252	252	-	252	Union Tribune
Temporary Labor	32	32	-	32	Sedona Staffing Services
Regulatory Agency Fee			-		
Materials			-		
Service Contracts			-		
Advertise and Award			-		
Total Design	\$ 410,617.63	\$ 410,617.25	\$ -	\$ 410,617	
Construction					
In House/Labor	107,131	107,131		107,131	
Consultant Contracts	454,000	223,978	230,022	454,000	Jacobs Inc.
	32,585	11,431	21,154	32,585	MWH Americas Inc
Materials	57	57	-	57	CW Mcgrath Inc
	151	151	-	151	United Rentals Northwest Inc.
Construction Contracts	7,929,331	6,400,637	1,528,694	7,929,331	TC Construction Inc. (C.O. #6)
Professional & Legal Fees	1,392	1,392	-	1,392	Burke, Williams & Sorensen.LLP
Service Contracts			-		
Future Start up costs	50,000	-	50,000	50,000	Anticipated minor C.O.'s
Staff Start up costs	50,000	-	50,000	50,000	Anticipated Staff labor costs
Accep/close-out			-		
Total Construction	\$ 8,624,647	\$ 6,744,777	\$ 1,879,870	\$ 8,624,647	
Grand Total	\$ 9,563,525	\$ 7,677,783	\$ 1,885,741	\$ 9,563,525	



ATTACHMENT B-2

SUBJECT/PROJECT: R2004-001103	A Change Order No. 6 to the Contract with TC Construction Company for Construction of the 450-1 Recycled Water Reservoir and 680-1 Recycled Water Pump Station - Budget Detail
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Otay Water District

Date Updated: February 10, 2007

R2004 - RecPS - 680-1 Pump Station (11,500 GPM)

Budget	Committed	Expenditures	Outstanding Commitment & Forecast	Projected Final Cost	Vendor / Comments
\$8,233,000					
Planning					
Studies					
In House/Labor	51,373	51,373		51,373	
Consultant Contracts	18,730	18,730	-	18,730	Recon
Subcontract	3,904	3,904	-	3,904	GBA Master Series
Service Contracts			-	-	
Postage			-	-	
Land/Easement Acquisition			-	-	
Total Planning	\$ 74,007	\$ 74,007	\$ -	\$ 74,007	
Design					
In House/Labor	140,771	140,771		140,771	
Consultant Contracts	531,344	531,344	-	531,344	MWH Americas Inc.
Insurance	8,828	8,828	-	8,828	Hatch & Parent
Professional & Legal Fees	14,250	14,250	-	14,250	Recon
Regulatory Agency Fee	62	62	-	62	Daley & Heft
Materials	15,640	15,640	-	15,640	Daley & Heft
Advertise and Award	2,730	2,730	-	2,730	Hatch & Parent
Total Design	\$ 713,625	\$ 713,625	\$ -	\$ 713,625	
Construction					
In House/Labor	95,948	95,948		95,948	
Consultant Contracts	371,000	163,951	207,049	371,000	Jacobs Inc.
Construction Contracts	36,656	15,502	21,154	36,656	MWH Americas Inc
Service Contracts	6,487,634	5,254,171	1,233,463	6,487,634	TC Construction Inc. (C.O. #6)
Infrastructure, Materials & Supplies	4,398	4,398	-	4,398	San Diego Gas & Electric
Regulatory Agency Fee	600	600	-	600	Sloan Electric Co.
Postage/Shipping	348,415	348,415	-	348,415	Peerless Pump Co
Professional & Legal Fees	6,600	6,600	-	6,600	County of San Diego Air Pollution
Parking	46	46	-	46	Fed-Ex
Future Start up costs	145	145	-	145	Burke, Williams & Sorensen LLP
Staff Start up costs	44	44	-	44	Petty Cash
Accpt/close-out	40,000	-	40,000	40,000	Anticipated minor C.O.'s
	49,274		49,274	49,274	Anticipated Staff labor costs
Total Construction	\$ 7,440,760	\$ 5,889,821	\$ 1,550,940	\$ 7,440,760	
Grand Total	\$ 8,228,393	\$ 6,677,453	\$ 1,550,940	\$ 8,228,392	



AGENDA ITEM 5e

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	March 7, 2007
SUBMITTED BY:	Hossein Juybari <i>m for HT</i> Senior Civil Engineer	PROJECT/ SUBPROJECT:	N/A DIV. NO. ALL
APPROVED BY: (Chief)	Rod Posada <i>Rod Posada</i> Chief, Engineering		
APPROVED BY: (Asst. GM):	Manny Magaña <i>Mf Magaña</i> Assistant General Manager, Engineering and Operations		
SUBJECT:	Award of As-Needed Engineering Design Services Contract, Fiscal Years 06-07 and 07-08 to Lee & Ro, Inc.		

GENERAL MANAGER'S RECOMMENDATION:

That the Board authorize the General Manager to enter into an Agreement for Professional Services for As-Needed Engineering Design Services with Lee & Ro, Inc. (Lee & Ro) for an amount not to exceed \$175,000 during Fiscal Years 06-07 and 07-08.

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To obtain Board authorization for the award of a professional services contract to obtain engineering design services on an as-needed basis in support of the District's Capital Improvement Program (CIP). The contract amount is not to exceed \$175,000 for a two-year period commencing upon Board approval (see Attachment B for sample agreement).

ANALYSIS:

The District will require the professional services of an engineering consultant in support of the District's CIP projects for a period of two years. The As-Needed Engineering Design Services contract will provide the District with the ability to obtain consulting services in a timely and efficient manner and on an as-needed basis.

The District will require the expertise of an engineering consultant to provide civil engineering design for a variety of CIP projects. The District incurs expenses in requesting, reviewing and ranking

proposals; checking references; and preparing staff reports for Committee and Board approval. The engineering design services, individually, are small enough that preparation of formal proposals by consultants becomes expensive and these costs are passed on to the District. For these reasons, the District began using similar contracts for as-needed environmental consulting services in Fiscal Year 05-06 and as-needed geotechnical services in Fiscal Year 06-07.

The District will issue task orders to the Consultant for specific projects during the contract period. The Consultant will then prepare a detailed scope of work, schedule, and cost estimate for each task order assigned under the contract. Upon written task order authorization from the District, the Consultant shall then proceed with the project as described in the scope of work.

The CIP projects that are estimated to require engineering design services for Fiscal Years 2007 and 2008, at this time, are listed below:

CIP	DESCRIPTION	ESTIMATED COST
P2038	PL - 12-Inch, 978 Zone, Jamacha and Hidden Mesa Road Upsize and Replacement	\$30,000
P2387	PL - 12-Inch, 803 Zone, Jamul Drive Permastran Pipeline Replacement	\$30,000
P2356	PL - 12-Inch, 832 Zone, Steele Canyon Road-Via Caliente/Campo Pipelie Replacement	\$30,000
R2086	RWCWRF Force Main AirVac Replacements	\$70,000
	TOTAL:	\$160,000

The engineering design scopes for the above projects are estimated from preliminary information and past projects. Therefore, staff believes that a \$175,000 cap on the As-Needed Engineering Design Services contract is adequate.

The As-Needed Engineering Design Services contract would have a one-year base period commencing upon Board approval, and a one-year extension based on the District's CIP schedule and the consultant's successful performance. The contract is not to exceed \$175,000 for all task orders. Fees for professional services will be charged to the CIP Projects for which the engineering designs are performed.

This As-Needed Engineering Design Services contract does not commit the District to any expenditures until a task order is approved to perform work on a CIP Project. The District does not guarantee work to the consultant, nor does the District guarantee to the consultant

that it will expend all of the funds authorized by the contract on professional services.

The District solicited engineering design services from engineering consultant firms by placing an advertisement on OWD website, in the San Diego Union Tribune on December 25, 2006 and an advertisement in the San Diego Daily Transcript from December 25, 2006 to January 2, 2007. Twenty-five (25) firms submitted a letter of interest and a statement of qualifications. The Request for Proposal (RFP) for As-Needed Engineering Design Services was sent to all twenty-five (25) firms resulting in twelve (12) proposals received on January 23, 2007. They are as follows:

- Boyle Engineering Corporation
- Carollo Engineers, P.C.
- David Evans and Associates, Inc.
- DBE Psomas
- Dudek
- Harris & Associates, Inc.
- HDR
- Infrastructure Engineering Corporation
- Kennedy/Jenks Consultants
- Lee & Ro, Inc.
- RBF Consulting
- Winzler & Kelly

The thirteen (13) firms that chose not to propose are Anchor Engineering, Inc., Beyaz & Patel, Inc., Camp Dresser & McKee Inc., Construction Testing & Engineering, Inc., J.C. Heden and Associates, Inc., Kimley-Horn and Associates, Inc., MWH Americas, Inc., Nolte Associates, Inc., Parsons Brinckerhoff, PBS&J, PinnacleOne, Rick Engineering Company, and Willdan.

In accordance with the District's Policy 21, staff evaluated and scored all written proposals. Lee & Ro received the highest score for their services based on their experience, proposed method to accomplish the work, and their ability to complete projects on schedule. Lee & Ro was the most qualified consultant with the best overall proposal. A summary of the complete evaluation is shown in Attachment C.

The District has worked with Lee & Ro before with the 30-Inch Recycled Water Pipeline from Dairy Mart to the 450-1 Reservoir. Lee & Ro's staff worked well with the District's staff and delivered an accurate and complete design on time to the District.

FISCAL IMPACT:

The funds for this contract will be expended from the CIP projects noted previously. The fees for professional services requested herein are available in the authorized CIP project budgets. This contract is for professional services based on the District's need and schedule, and expenditures will not be made until a task order is approved by the District for the consultant's professional services on a specific CIP project.

The Project Manager anticipates that the budget will be sufficient to support the professional services required for specific CIP projects previously noted.

STRATEGIC GOAL:

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

LEGAL IMPACT:

None



General Manager

Attachments

HJ/RR/RP:jf

P:\WORKING\As Needed Svcs Design\Engineering Design\BD 3-7-07, As-Needed Engineering Design Services.doc



ATTACHMENT A

SUBJECT/PROJECT:	Award of As-Needed Engineering Design Services Contract, FY 07-08
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The Engineering, Operations and Water Resources Committee reviewed this item at a meeting held on February 21, 2007. The following comments were made:

- Staff indicated that the District has experienced staff changes and requires engineering design consultant services to provide civil engineering design services for a variety of CIP projects on a as-needed basis.
- A Request for Proposals (RFP) was advertised in the San Diego Union-Tribune, San Diego Daily Transcript and on the Otay website. Twenty-five letters of interest were received and twelve proposals were submitted.
- The proposals were evaluated and Lee and Ro was identified as the most qualified responding consultant.
- It was noted that Lee and Ro designed the District's 30" recycled water pipeline project.
- Staff is recommending that Lee & Ro be awarded the As-Needed Design Services Contract for Fiscal Years 2007 and 2008 for an amount not to exceed \$175,000.

Upon completion of the discussion, the Committee supported staff's recommendation and forwarding to the Board of Directors on the consent calendar.



ATTACHMENT B

SUBJECT/PROJECT:	Award of As-Needed Engineering Design Services Contract, FY 07-08
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AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
OTAY WATER DISTRICT
AND
CONSULTANT
FOR
AS-NEEDED ENGINEERING DESIGN SERVICES

This Agreement (Agreement) is made and entered into this _____ day of March , 2007 by and between the OTAY WATER DISTRICT, a municipal water district, formed and existing pursuant to California Municipal Water District Act of 1911, as amended, hereinafter referred to as "DISTRICT," and [CONSULTANT], hereinafter referred to as "CONSULTANT."

WITNESSETH

WHEREAS, the DISTRICT requires the services of a geotechnical consultant to render certain technical and professional services described below; and

WHEREAS, the CONSULTANT has available, and offers to provide, personnel and facilities necessary to accomplish the work within the required time.

NOW, THEREFORE, DISTRICT AND CONSULTANT agree as follows:

I. Scope of Services

The CONSULTANT agrees to perform those services described in the scope of work set forth in Exhibit 'A' attached hereto and incorporated herein by this reference. The scope of consulting services shall include meetings with District staff and review of previous technical documentation.

II. Authorization

General authorization to proceed with the work described in Exhibit 'A' is hereby granted upon full execution of the Agreement. However, CONSULTANT shall not proceed with any work described in Exhibit 'A' until the receipt of a request for specific services or "task order" from the District's Designated Agent. Upon receipt of such a request for specific services, CONSULTANT shall provide the the District's Designated Agent with an estimated budget for the requested services and an estimated time for completion. The District's Designated Agent shall then provide the CONSULTANT with authorization to proceed. No work shall be commenced until the CONSULTANT receives the authorization to proceed.

III. Compensation

In return for providing the services described in Exhibit 'A', which are to be performed by the CONSULTANT, the DISTRICT agrees to pay, and the CONSULTANT agrees to accept,

compensation for all executed service requests up to an amount not-to-exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$175,000.00), payable as agreed to by the parties per service request. Total compensation for all Professional Services provided under this agreement shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$175,000.00) during the term of this agreement without prior written authorization from the DISTRICT.

The CONSULTANT shall invoice the DISTRICT on a monthly schedule in the format shown in Exhibits 'B' and 'C'. The CONSULTANT shall not invoice the DISTRICT for work that has not been completed at the time the invoice is prepared. The DISTRICT shall have forty-five (45) days from the date of receipt of error-free invoices prepared in accordance with Exhibits 'B' and 'C' to make payment without incurring interest and/or penalty charges.

IV. Standard of Care

The CONSULTANT is employed to render geotechnical consulting services only, and any payment made to the CONSULTANT is compensation solely for such services as the CONSULTANT may render and recommendations the CONSULTANT may make. The CONSULTANT'S services shall be furnished in accordance with generally accepted geotechnical consulting principles and practices.

V. Documents

All original drawings, spreadsheets and documents, including digital photographs and files developed for the project, shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the DISTRICT, except as otherwise provided in Section VIII: Termination or Abandonment.

The CONSULTANT shall provide final documents on high-density media such as ZIP® disk 100/250 MB or compact disk (CD). Final drawings and details shall be in AutoCAD® 2000 format or more recent. Final Contract Specifications, reports, and spreadsheets shall be in Microsoft® Office 2000 format or more recent. Any other electronic format documents provided to the DISTRICT must be formatted to the same software version or release as that of the DISTRICT.

VI. Performance and Schedule

The CONSULTANT agrees to coordinate project work to ensure its timely completion and shall promptly notify the DISTRICT of any anticipated delays, which may affect the work schedule. In the event the time for completing the scope of work is exceeded due to circumstances beyond the control of the CONSULTANT, the CONSULTANT shall have an additional amount of time to be agreed upon in writing between the parties in which to complete the work.

VII. Change in Scope of Work

Work under this agreement is to be performed on a task order basis and shall be pre-approved by the DISTRICT. Each task order shall specify the services requested, the time for performance and an estimated cost for such services. If the services requested require a change, addition or modification, such change, addition or modification shall require prior approval of

the DISTRICT. In the event that the services requested are outside of the Scope of Services specified in Exhibit 'A', CONSULTANT shall bring it to the attention of the DISTRICT immediately, and no such work shall be done prior to obtaining written approval from the DISTRICT.

If the DISTRICT changes the Scope of Work, or if changes in regulations after execution of this Agreement necessitate changes in the Scope of Work, or if the CONSULTANT is requested to perform services not detailed in the Scope of Work, the parties shall execute an amendment to Exhibit 'A', Scope of Work.

All work performed without proper authorization shall be considered part of this Agreement for no additional compensation.

VIII. Termination or Abandonment

Ten (10) calendar days from the date of a written notice to terminate, the DISTRICT has the right to terminate or abandon all or any portion of a work order. The District is under no obligation to require all the services described under the Scope of Work and shall be able to select only those services needed from time to time, as provided in each work order. In the event that the District abandons or terminates any services requested as provided hereunder, the DISTRICT will have the right to take possession and shall own immediately all original specifications, drawings, and other documents developed for that portion of the work completed and/or being abandoned. The DISTRICT will pay the CONSULTANT for services for any portion of the work being terminated which were rendered prior to termination. If said termination occurs prior to completion of any task of the project for which a payment request has not been received, the fee for service performed during such task shall be based on an amount mutually agreed to by the DISTRICT and the CONSULTANT for the portion of such task completed but not paid prior to said termination. The DISTRICT will not be liable for any costs other than the fees or portions thereof, which are specified herein. If all work is abandoned as herein provided, this Agreement shall automatically terminate on the 10th day from the date of notice.

IX. Indemnification

A. CONSULTANT agrees to the following:

1. *Indemnification for Professional Services.* CONSULTANT will save harmless and indemnify and, at DISTRICT's request, defend DISTRICT and all its officers, volunteers, employees, and representatives from and against suits, actions, or claims brought for, or on account of, injuries or damages sustained by any person or property directly resulting from a negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement.
2. *Indemnification for other Damages.* CONSULTANT indemnifies and holds DISTRICT harmless from and against a claim, action, damages, costs (including reasonable attorney's fees), injuries, or liability, directly resulting from this Agreement, for its negligent performance. Should DISTRICT be named in a suit, or should a claim be brought against it by suit or otherwise,

directly resulting out of this Agreement, for the CONSULTANT's negligent performance, CONSULTANT will defend DISTRICT (at DISTRICT's request and with counsel satisfactory to DISTRICT) and will indemnify DISTRICT for any judgment rendered against it or any sums paid out in settlement or otherwise.

- B. For purpose of this section "DISTRICT" includes DISTRICT's officers, officials, employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by this Agreement and any approval of said insurance by DISTRICT, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

X. Insurance Requirements

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability	\$1,000,000
Professional liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 12 10 11 97. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name DISTRICT, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by DISTRICT will be excess thereto. Such insurance will be on an "occurrence" basis, except professional liability shall be on a "claims made" basis, and will not be cancelable or subject to reduction except upon a thirty- (30) day prior written notice to DISTRICT.
- C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 10 01, including symbol 1 (Any Auto).

D. CONSULTANT will furnish to DISTRICT duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance as may be reasonably required by DISTRICT from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Originals of the duly authenticated Certificates of Insurance and Endorsements shall be included with this Agreement as Exhibit D.

XI. Successors and Assigns

This Agreement and all of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement. Any attempt by the CONSULTANT to assign or otherwise transfer any interest in this Agreement without the prior written consent of the DISTRICT shall be void. Since the primary consideration of the DISTRICT in entering this agreement is the qualifications of the CONSULTANT, as opposed to a low bid, the DISTRICT will refuse to consent to assignments if it considers the assignee to have lesser qualifications. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

DISTRICT:

Otay Water District
2554 Sweetwater Springs Boulevard
Spring Valley, California 91978-2004
Attention: Mark Watton

CONSULTANT:

Firm Name
Address
Attention:

and shall be effective upon date of mailing.

XII. Project Organization

The CONSULTANT proposes to assign [name] as the Project Manager. The Project Manager shall not be removed from the project or reassigned without prior approval of the DISTRICT, which approval shall not be unreasonably withheld. No subcontracting of significant portions of the contracted services shall be made without prior approval of the DISTRICT.

XIII. Integration

This Agreement and the attached Exhibits represent the entire understanding by and between the DISTRICT and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto.

XIV. Execution

OTAY WATER DISTRICT

CONSULTANT

Mark Watton, General Manager

Name, Title

APPROVED AS TO FORM

General Counsel

SAMPLE

COPIES: FILE (Orig.), CONSULTANT, PROJECT MANAGER., ACCOUNTS PAYABLE

P:\WORKING\As Needed Svcs Design\Engineering Design\As-Needed Engineering Design Services Agreement-2007.doc

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF REQUIRED SERVICES

The Scope of Services shall be consistent with the following as may be revised by the District to include additions or deletions recommended by the Consultant for specific task orders.

The contract period will be two (2) years commencing upon the date noted in the Agreement with a not to exceed amount of \$175,000. The District does not guarantee any minimum amount of services to be performed for the duration of the contract.

The District will review the contract at the end of the first year and, based on need and performance, may desire to continue the agreement for one (1) additional year. The District reserves the right to request proposals from other firms for any project, including other work which the District may deem outside of the specialty or scope of this contract. The District reserves the right to appoint a different District Project Manager at any time to provide direction and coordination of the professional services to be provided by the Consultant.

CONSULTANT-PROVIDED SERVICES

SCOPE OF REQUIRED SERVICES

The Consultant shall perform the design of new pipelines and their appurtenances, water storage reservoirs, and pump stations, or the modification, improvement or repair of existing District facilities.

Task orders under this contract may not require the full level of work outlined herein, or may require additional work. Further, the number of projects to be evaluated over the term of the agreement is not known in certainty; therefore, work may or may not be available for the Consultant.

The scope of services listed below is intended to describe the typical services that may be requested of the Consultant. The services listed are not all-inclusive, but rather represent those normally expected during the performance of the contract. Specifically, the Consultant shall have experience and ability to perform the following engineering services:

- 1) Determine and meet the permit requirements of all the public agencies and private utilities throughout the duration of the project. The Consultant shall prepare required applications and all supporting documentation necessary for permits and utility services for project implementation.

- 2) Provide all professional surveying services required during the planning, design, and construction phases of the project. This includes support for the preparation of the PDR, final contract documents, and handling of survey issues during the construction phase that are not part of the contractor's work.
- 3) The District will provide geotechnical reports. The Consultant shall incorporate any and all geotechnical requirements into the planning and pre-design of the project in conformance with the industry standard of care.
- 4) Retain the services of a qualified land surveyor firm to:
 - Provide all professional surveying services required during the planning, design, and construction phases of the Project. This includes support for the preparation of the PDR, final Contract Documents, and handling of survey issues during the construction phase that are not a part of the Contractor's work. The Contractor will be responsible for construction staking of the Project.
 - Provide an aerial survey correlated with the State Plane Coordinate System to obtain a one-foot contour interval topographic and orthographic images at least 100 feet beyond the Project limits as defined by the environmental documents including horizontal and vertical control and benchmark delineation consistent with established control and existing District facilities.
 - Establish horizontal and vertical controls for this Project in consultation with the District Project Manager. These shall be used to determine location, elevation, etc. of existing and proposed public and private facilities that the Project will be connected with and/or located near. These controls shall also be used to develop the Contract Documents.
 - Make certain that all permanent facilities and construction activities are to be located either within District fee title property, District easements, and/or within public right-of-way as appropriate. If not, identify properties where easements may be required and provide legal descriptions to assist in obtaining easements. This information shall be clearly shown on the PDR.
- 5) Perform all required investigations to determine the location, elevation, inclination, diameter, and alignment of all existing facilities in and adjacent to the project site for preparation of a complete and accurate set of project contract documents. Existing utilities shall include, but are not limited to, water, sewer, storm drain, gas, electric, telephone, cable, and fiber optic cables. The Consultant shall coordinate the potholing of existing utilities at all points of connection and existing systems near, over, under, along, adjacent, etc. of the new proposed work that may or may not conflict with the construction of any or all portions of the project. The Consultant shall coordinate all potholing efforts with the District Project Manager and other appropriate utilities or agencies and obtain all required permits.
- 6) The District will provide environmental services and documentation for the project and all other environmental related services as necessary to support the work at hand.
- 7) Prepare Preliminary Design Reports for District Project Manager review, comments, and approval.

- 8) Prepare plan and profile or details showing all finished grades, traffic control, corrosion control, erosion control, and other drawings as necessary. The drawings and specifications shall incorporate any and all recommendations contained in all the environmental, geotechnical, Storm Water Pollution Prevention Plan requirements and documents.
- 9) Prepare and submit a set of project contract documents consisting of drawings and specifications in accordance with the WAS specifications and guidelines. Project specifications shall be prepared in Construction Specifications Institute (CSI) format. Incorporate within the project specifications the provided District contract document procedural documents consisting of bidding requirements, contract forms, and conditions of contract, which are in CSI format.
- 10) Assist the District Project Manager during the bidding period to resolve technical discrepancies and/or interpretations of the contract documents. The Consultant shall draft any and all contract document addenda for District review and approval to amend and/or clarify the contract documents. Attend and participate in the pre-construction conference. Answer questions and resolve discrepancies related to technical interpretation of the contract documents, commonly referred to as a Request for Information (RFI). Review the contractor's shop drawing and other submittals for design intent and general compliance with the contract documents. Prepare the necessary drawings, sketches, and specifications required to make changes to the design, as approved by District staff, due to changed conditions encountered during construction or as a result of a RFI or clarification from the contractor and/or material suppliers, to resolve design discrepancies or omissions, etc. The District will not pay consultation fees related to the correction of design errors or omissions.

DELIVERABLES

1. All electronic digital drawings/design files shall be delivered in AutoCAD 2000 format or more recent.
2. All electronic text document deliverables shall be in the Microsoft Office platform (Word, Excel, PowerPoint, Project, etc.) version 2000 or more recent.
3. All Geographical Information System (GIS) files shall be delivered in ArcView Shapefile format (.shp).
4. All horizontal data (X,Y coordinates) shall be delivered using the California Coordinate System (NAD 83, Zone VI, feet). All vertical data (Z coordinates) shall be delivered using the North American Vertical Datum of 1988 (NAVD 88).
5. Specifications shall be in Construction Specification Institute (CSI) format and in conformance with District's Standard Specifications.

DISTRICT PROVIDED SERVICES

The District will:

1. Provide existing reports, record drawings, and other related materials to the Consultant that are in the District's possession. All such materials will be provided in the format available (digital or non-digital).
2. Pay all required fees to agencies as required, excluding fees for right-of-way encroachment permits or the cost of traffic control required for subsurface explorations which shall be paid for by Consultant.
3. Coordinate with the Consultant's Project Manager during all phases of the work for each project.

EXHIBIT B

Sample Invoice Format (Summary)

Firm Name

Address

INVOICE SUBMITTED TO:

Accounts Payable
Otay Water District
2554 Sweetwater Springs Boulevard
Spring Valley, CA 91978-2004

DATE OF INVOICE:**INVOICE NO.****JOB DESCRIPTION:**

PROJECT NAME: As-Needed Engineering Design
Services Contract

Otay Project Manager: Hossein Juybari

Capital Improvement Project No: Pxxxx-00xxxx

AUTHORIZATION:

Purchase Order Number:

Work Order Number:

Consultant Project Number:

DESCRIPTION OF SERVICES RELATED TO INVOICE: 7/1/07 to 8/1/07

Perform geotechnical investigation and attend meetings.

AUTHORIZED AND INVOICED FEE:

Original Fee Amount Authorized	\$40,000.00
Change Order No. 1 Amount Authorized	\$ 250.00
Change Order No. 2 Amount Authorized	\$ <u>1,350.00</u>
Total Fee Amount Authorized	\$41,600.00
Amount of This Invoice	\$ 5,433.00
Amount Previously Invoiced	<u>\$32,456.00</u>
Total Amount Invoiced to Date	\$37,889.00
Amount Previously Paid	\$32,456.00
Authorized Fee Amount Remaining	\$ 3,711.00
Percent Complete	91%

CONTRACTED DATE OF PROJECT COMPLETION: November 7, 2007

Invoice has been reviewed and found correct.

[Name], Project Manager

EXHIBIT C

Sample Invoice Format (task detail)

Otay Water District

As-Needed Engineering Design Services

MM/DD/YY

WO XXXX / CIP PXXXX-00XXXX

DESCRIPTION	THIS INVOICE			INVOICED TO DATE	CONTRACT AMOUNT	TOTAL %	
	HRS/\$'s	RATE	AMOUNT			BILLED	COMPLETE
PROJECT TOTAL			\$5,763.35	\$20,884.30	\$46,500.00	45%	37%
TASK 1 – Project Management and Administration			\$3,955.25	\$15,420.90	\$20,600.00	75%	88%
Sub-Task 1.1	Data Acquisition		\$951.00	\$2,944.00	\$3,000.00	98%	100%
Project Manager	Smith	16.0 hr	41.00 \$/hr		\$656.00		
Drafter	Williams	5.0 hr	35.00 \$/hr		\$175.00		
Secretary	Allred	6.0 hr	20.00 \$/hr		\$120.00		
Sub-Task 1.2	Report Preparation		\$931.50	\$8,865.00	\$13,000.00	68%	75%
Principle	James	2.5 hr	95.00 \$/hr		\$237.50		
Project Manager	Smith	4.0 hr	41.00 \$/hr		\$164.00		
Drafter	Williams	14.0 hr	35.00 \$/hr		\$490.00		
Secretary	Allred	2.0 hr	20.00 \$/hr		\$40.00		
Direct Expenses			\$1,884.50	\$2,431.00	\$3,000.00	81%	81%
Reproduction		\$17.50	10%		\$19.25		
Subconsultant #1	B&K	\$610.00	5%		\$640.50		
Subconsultant #2	CEW	\$1000.00	5%		\$1,050.00		
TASK 2 – Review Existing Documentation & Related Proj. Info.			\$1,808.10	\$5,463.40	\$15,700.00	35%	22%
Sub-Task 2.1			\$951.00	\$2,944.00	\$12,000.00	25%	22%
Project Manager	Smith	16.0 hr	41.00 \$/hr		\$656.00		
Drafter	Williams	5.0 hr	35.00 \$/hr		\$175.00		
Secretary	Allred	6.0 hr	20.00 \$/hr		\$120.00		
Direct Expenses			\$762.00	\$2,225.00	\$2,500.00	89%	89%
Reproduction		\$120.00	10%		\$132.00		
Subconsultant #2	CEW	\$600.00	5%		\$630.00		

Note: 1) Consultant to edit, update, and add lines as necessary.

2) Rates shown above are to remain in effect throughout the life of the contract

EXHIBIT D

(Consultant's Insurance Certificate)

SAMPLE

**ATTACHMENT C
PROPOSAL RANKING
AS-NEEDED ENGINEERING DESIGN SERVICES**

		WRITTEN								TOTAL SCORE	AVERAGE SCORE	REFERENCES
Reviewer:		15	15	10	10	20	15	10	5			
		Qualifications, experience of Consultant's assigned personnel	Experience relevant to type of project being considered	Proposed method to accomplish work	Knowledge of jurisdictional agencies, local area environmental concerns, and regulatory requirements	Proposed Fee	Completeness, addressed requested information	Ability to complete projects on schedule	Consultant's commitment to EBE, DBE, MBE, SBE			
	Reviewer:	15	15	10	10	20	15	10	5	100		✓
Boyle Engineering Corporation	Ron Ripperger	12	12	8	8	16	11	9	5	81	87	
	Hossein Juybari	14	14	9	9	16	14	9	5	90		
	Richard Acuna	13	12	8	8	16	12	9	5	83		
	Daniel Kay	15	15	9	9	16	14	10	5	93		
	Lisa Coburn-Boyd	14	15	9	10	16	14	5	5	88		
Carollo Engineers	Ron Ripperger	13	12	8	7	14	11	8	3	76	75.4	
	Hossein Juybari	12	13	7	6	14	12	8	3	75		
	Richard Acuna	13	11	7	8	14	12	7	3	75		
	Daniel Kay	13	13	8	6	14	13	8	3	78		
	Lisa Coburn-Boyd	13	13	10	3	14	12	5	3	73		
David Evans and Associates, Inc.	Ron Ripperger	11	12	8	7	14	10	8	2	72	64	
	Hossein Juybari	12	10	5	4	13	12	6	2	65		
	Richard Acuna	12	12	8	8	14	10	7	2	73		
	Daniel Kay	13	10	4	2	14	10	5	2	60		
	Lisa Coburn-Boyd	8	7	4	4	14	6	5	2	50		
DBE Psomas	Ron Ripperger	11	11	7	7	14	10	8	3	71	79.4	
	Hossein Juybari	12	13	7	8	14	13	9	3	79		
	Richard Acuna	11	13	9	7	14	12	8	3	77		
	Daniel Kay	14	14	9	8	14	15	10	3	87		
	Lisa Coburn-Boyd	14	14	10	10	14	13	5	3	83		
Dudek	Ron Ripperger	12	11	7	7	16	10	8	2	73	81	
	Hossein Juybari	14	13	8	8	16	13	9	2	83		
	Richard Acuna	13	13	8	8	16	13	9	2	82		
	Daniel Kay	14	12	8	7	16	15	9	2	83		
	Lisa Coburn-Boyd	14	15	9	8	16	15	5	2	84		
Harris & Associates	Ron Ripperger	11	11	7	7	15	11	8	3	73	80	
	Hossein Juybari	14	14	9	9	15	14	9	3	87		
	Richard Acuna	12	13	8	8	15	13	8	3	80		
	Daniel Kay	14	14	9	8	15	15	9	3	87		
	Lisa Coburn-Boyd	14	13	7	3	15	13	5	3	73		
HDR	Ron Ripperger	11	10	7	7	14	10	8	4	71	79.2	
	Hossein Juybari	14	14	8	9	14	12	9	4	84		
	Richard Acuna	13	14	8	7	14	12	8	4	80		
	Daniel Kay	14	15	7	9	14	12	9	4	84		
	Lisa Coburn-Boyd	15	14	9	3	14	13	5	4	77		
Infrastructure Engineering Corporation	Ron Ripperger	11	11	7	8	18	10	8	3	76	85.6	
	Hossein Juybari	13	15	8	9	18	13	9	3	88		
	Richard Acuna	12	14	9	8	18	14	8	3	86		
	Daniel Kay	13	15	8	10	18	12	10	3	89		
	Lisa Coburn-Boyd	15	15	10	9	18	14	5	3	89		
Kennedy/Jenks Consultants	Ron Ripperger	11	11	7	7	15	10	8	5	74	83	
	Hossein Juybari	14	14	9	9	15	14	9	5	89		
	Richard Acuna	12	12	7	7	15	12	7	5	77		
	Daniel Kay	14	14	9	8	15	14	9	5	88		
	Lisa Coburn-Boyd	15	15	9	9	15	14	5	5	87		
Lee & Ro, Inc.	Ron Ripperger	13	13	9	9	18	11	9	3	85	89.8	✓
	Hossein Juybari	15	15	10	10	18	15	10	3	96		
	Richard Acuna	13	13	8	8	18	12	9	3	84		
	Daniel Kay	15	15	9	9	18	15	9	3	93		
	Lisa Coburn-Boyd	15	15	10	10	18	15	5	3	91		
RBF Consulting	Ron Ripperger	11	12	8	8	18	9	9	3	78	85.6	
	Hossein Juybari	15	15	9	10	18	15	9	3	94		
	Richard Acuna	14	12	8	7	18	12	8	3	82		
	Daniel Kay	14	14	9	9	18	13	9	3	89		
	Lisa Coburn-Boyd	15	14	8	8	18	14	5	3	85		
Winzler & Kelly	Ron Ripperger	10	10	8	9	14	10	8	3	72	80.2	
	Hossein Juybari	14	14	8	9	14	14	9	3	85		
	Richard Acuna	12	12	8	7	14	12	8	3	76		
	Daniel Kay	14	15	8	10	14	13	8	3	85		
	Lisa Coburn-Boyd	14	14	10	9	14	14	5	3	83		



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	March 7, 2007
SUBMITTED BY:	Daniel Kay <i>AK for DK</i> Associate Civil Engineer Hossein Juybari <i>AK for HJ</i> Senior Civil Engineer	PROJECT/	P2172/ DIV. 5
		SUBPROJECT	001101 NO.
APPROVED BY: (Chief)	Rod Posada <i>Rod Posada</i> Chief, Engineering		
APPROVED BY: (Asst. GM):	Manny Magaña <i>Mf Magaña</i> Assistant General Manager, Engineering and Operations		
SUBJECT:	Award of a Professional Structural Engineering and Architectural Services Contract for the 1485-1 Pump Station Replacement		

GENERAL MANAGER'S RECOMMENDATION:

That the Board awards a professional structural engineering and architectural services contract to Simon Wong Engineering (SWE), for the 1485-1 Pump Station and to authorize the General Manager to execute an agreement with SWE in the amount of \$54,765. (See Exhibit A for project location.)

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To obtain Board authorization to award a professional structural engineering services contract to SWE for the 1485-1 Pump Station.

ANALYSIS:

The 1485-1 Pump Station currently takes suction from the 1296 Reservoirs and pumps to the 1485 Pressure Zone and the 1485 Reservoirs. The existing 1485-1 Pump Station is showing significant signs of corrosion and age and is in need of replacement.

The new 1485-1 Pump Station shall be constructed to the south of the existing pumps and equipment. The site will be graded to improve the existing drainage and provide a location for the new

pump station. The station will be an enclosed pump station to protect the pumps and equipment from rain and direct sunlight and reduce permanent noise impacts to the community. The existing pump station will remain in service as long as possible during construction. There will be a short period of time during construction when a portable pump will be required during the tie-in of the new pump station.

As part of the design phase, staff will require the services of a structural engineering firm to prepare structural calculations, structural drawings and specifications for the 1485-1 Pump Station. These services include architectural design, noise abatement, community approval, structural design, seismic design, and design of a bridge crane to remove and/or maintenance the new pumps.

On November 2, 2006, the District issued a formal Request for Proposal (RFP) to six (6) consulting firms for professional structural engineering services. On November 30, 2006, four (4) proposals were received from the following firms:

- Nolte Associates
- Stedman & Dyson Structural Engineers
- Simon Wong Engineering
- SMR-ISD Consulting Structural Engineers INC.

Two (2) firms (Beyaz & Patel, O'Connor C.M. INC.) chose not to submit a proposal.

In accordance with the District's Policy 21, staff evaluated and scored all written proposals. SWE received the high-test score for their services, based on their experience, proposed method to accomplish the work, and their ability to complete projects on schedule. SWE was the most qualified consultant with the best overall proposal. A summary of the complete evaluation is shown in Exhibit B attached.

The District has worked with SWE before on the 15 million gallon pre-stressed concrete 980-3 Reservoir. SWE's engineering staff worked well with the District's staff and delivered an accurate and complete design on time to the District.

Fee negotiations with SWE were concluded on January 22, 2007. Staff recommends the award of a professional services contract to SWE for a not-to-exceed amount of \$54,765.

FISCAL IMPACT:



The total budget for CIP P2172 is \$1,997,000. Total commitments to date are \$419,208, including SWE's contract of \$54,765. See Attachment B for budget detail.

The Project Manager anticipates that based on the attached financial analysis that the budget will be sufficient to support this project. Finance has determined that 50% of the funding will be available from the Betterment Fund and 50% of the funding from the Replacement Fund.

STRATEGIC GOAL:

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

LEGAL IMPACT:

None.



General Manager

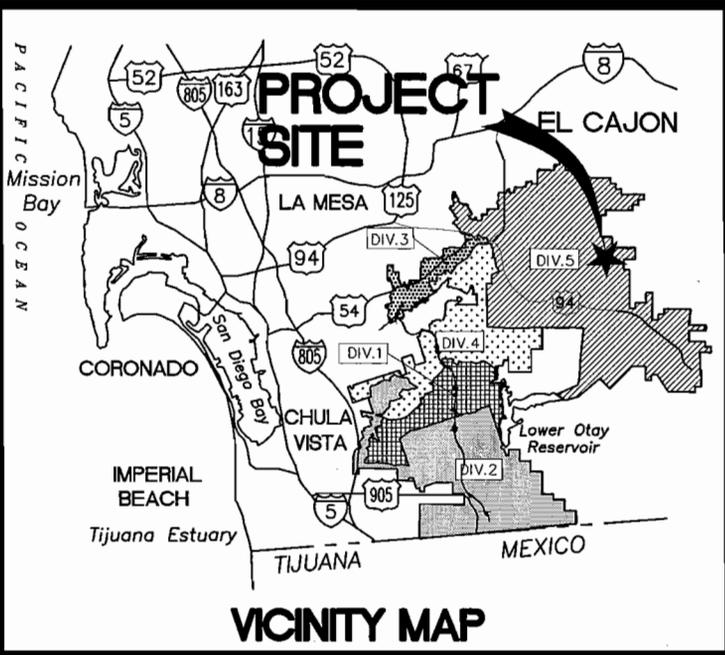
DK/HJ/RP

Exhibit

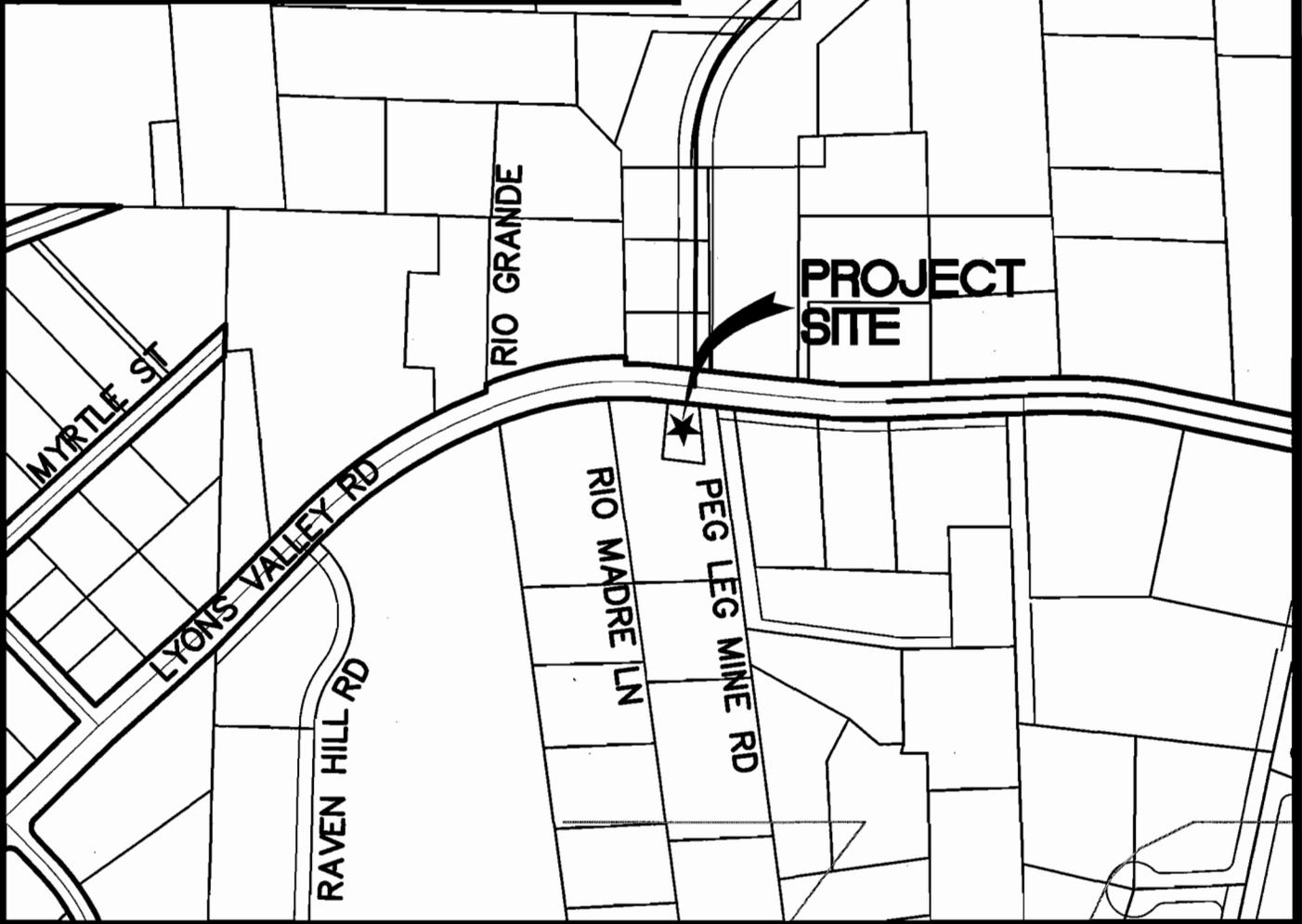
Attachments

P:\WORKING\CIP P2172\Staff Reports\Staff Report-Structural Services.doc

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SCALE: 1" = 300'



OTAY WATER DISTRICT
 1485-1 PUMP STATION REPLACEMENT

CIP# P2172

LOCATION MAP

WO 30138

EXHIBIT A

EXHIBIT B
SUMMARY OF PROPOSAL RANKINGS BY PANEL MEMBERS
1485-1 PUMP STATION REPLACEMENT, PROFESSIONAL STRUCTURAL AND ARCHITECTURAL SERVICES
Project / Subproject Nos.: [P2172-00101]

		← WRITTEN →								TOTAL SCORE	AVERAGE SCORE	References
		Qualifications, experience of Consultant's assigned personnel	Experience relevant to type of project being considered	Proposed method to accomplish work	Knowledge of jurisdictional agencies, local area environmental concerns, and regulatory requirements	Proposed Fee	Completeness, addressed requested information	Ability to complete projects on schedule	Consultant's commitment to EBE, DBE, MBE, SBE			
SCORE		15	15	10	10	20	15	10	5	100		✓
Nolte	Hossein Juybari	13	13	10	9	9	13	10	5	82	79.4	
	Lisa Coburn-Boyd	14	14	9	5	9	13	10	5	79		
	Jake Valencia	14	14	8	9	9	12	9	5	80		
	Richard Shackley	13	13	9	7	9	12	9	5	77		
	Daniel Kay	14	15	7	9	9	11	9	5	79		
SDSE	Hossein Juybari	9	9	6	6	11	11	8	5	65	72.6	
	Lisa Coburn-Boyd	11	10	7	2	11	11	10	5	67		
	Jake Valencia	14	13	8	9	11	13	9	5	82		
	Richard Shackley	11	12	8	6	11	11	7	5	71		
	Daniel Kay	12	13	8	7	11	14	8	5	78		
Simon Wong	Hossein Juybari	13	14	10	10	15	13	10	5	90	89	✓
	Lisa Coburn-Boyd	15	15	6	8	15	13	10	5	87		
	Jake Valencia	14	14	9	9	15	13	9	5	88		
	Richard Shackley	15	15	9	8	15	14	9	5	90		
	Daniel Kay	14	14	9	9	15	14	10	5	90		
SMR-ISD	Hossein Juybari	10	10	7	7	17	12	9	5	77	84.6	
	Lisa Coburn-Boyd	12	13	7	5	17	12	10	5	81		
	Jake Valencia	14	13	8	9	17	12	9	5	87		
	Richard Shackley	14	15	9	8	17	14	8	5	90		
	Daniel Kay	13	13	8	9	17	13	10	5	88		



ATTACHMENT A

SUBJECT/PROJECT:	Award of Professional Structural Engineering Services Contract in the Amount of \$54,765 for the 1485-1 Pump Station
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The Engineering, Operations and Water Resources Committee reviewed this item at a meeting held on February 21, 2007. The following comments were made:

- Staff is requesting the board's approval of a Professional Structural Engineering and Architectural Services contract for the 1485-1 pump station.
- The pump station is at the end of its useful life and is in need of replacement.
- Staff indicated that the pump station will be increased in size as per the water resources master plan and will be enclosed to protect it from the elements and provide security.
- The District issued a Request for Proposals to six consulting firms on November 30, 2006 and received four proposals.
- Staff reviewed and scored the proposals and recommends that the Professional Structural Engineering and Architectural Services contract be awarded to Simon Wong Engineering for an amount not to exceed \$54,765.
- It was noted that the District has worked with Simon Wong Engineering on the 15 million gallon 980-3 reservoir and was happy with their work.

Upon completion of the discussion, the Committee supported staff's recommendation and forwarding to the Board of Directors on the consent calendar.



ATTACHMENT B

SUBJECT/PROJECT: Award of Professional Structural Engineering Services Contract in the Amount of \$54,765 for the 1485-1 Pump Station - Budget Detail

Otay Water District
P2172 - PS - 1485-1 Pump Station Improvements

Date Updated: Feb. 01, 2007

Budget \$1,997,000	Committed	Expenditures	Outstanding Commitment & Forecast	Projected Final Cost	Vendor / Comments
Planning					
In House/Labor	76,046	76,046		76,046	
Books, Periodicals & Subscription	276	276	-	276	University of California
Consultant Contracts	3,813	3,813	-	3,813	Cass Construction Inc.
	16,334	16,334	-	16,334	Daniel Boyle Engineering, Inc
	5,936	5,936	-	5,936	DV Associates, Inc.
	500	500	-	500	Chicago Title Company
	9,500	6,000	3,500	9,500	Randall H. Blaesi, ASA
	41,255		41,255	41,255	PBS&J
Advertise & Awards	226	226	-	226	San Diego Daily Transcript
	353	353	-	353	Union Tribune Publishing Co.
Mileage	10	10	-	10	Petty Cash Custodian
Professional & Legal Fees	61	61	-	61	Garcia, Calderon & Ruiz
Land/Easement Acquisition			-	-	
Total Planning	\$ 154,309	\$ 109,555	\$ 44,755	\$ 154,310	
Design					
In House/Labor	122,000	78,087	43,913	122,000	
Consultant Contracts	9,684	7,810	1,874	9,684	Geotechnics Inc.
	12,330		12,330	12,330	HVAC Engineering Inc.
	24,120		24,120	24,120	Engineering Partners Inc.
	54,765		54,765	54,765	Simon Wong Engineering
Advertise and Award	2,000	73	1,928	2,000	San Diego Daily Transcript
Regulatory Agency Fee			-	-	
In House/Labor			-	-	
Materials			-	-	
Service Contracts			-	-	
			-	-	
			-	-	
Total Design	\$ 224,899	\$ 85,970	\$ 138,929	\$ 224,899	
Construction					
In House/Labor	20,000	499	19,501	20,000	
Materials			-	-	
Temporary Labor			-	-	
Shipping			-	-	
Consultant Contracts					
Construction Contracts			1,443,000	1,443,000	
Service Contracts			134,791	134,791	Construction Management
Professional & Legal Fees			-	-	
OWD to Pay CWA for FCF 14			-	-	
Accpt/close-out	20,000		20,000	20,000	
Total Construction	\$ 40,000	\$ 499	\$ 1,617,292	\$ 1,617,791	
Grand Total	\$ 419,208	\$ 196,024	\$ 1,800,976	\$ 1,997,000	



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	March 7, 2007		
SUBMITTED BY:	Hossein Juybari <i>m for HS</i> Senior Civil Engineer	PROJECT/ SUBPROJECT	N/A	DIV. NO.	ALL
APPROVED BY: (Chief)	Rod Posada <i>R. Posada</i> Chief, Engineering				
APPROVED BY: (Asst. GM):	Manny Magaña <i>m magaña</i> Assistant General Manager, Engineering and Operations				
SUBJECT:	Award of As-Needed Electrical Services Contract, Fiscal Years 06-07 and 07-08				

GENERAL MANAGER'S RECOMMENDATION:

That the Board authorize the General Manager to enter into an Agreement for Professional Services for As-Needed Electrical Services with The Engineering Partners, Inc. (Engineering Partners) for an amount not to exceed \$100,000 during Fiscal Years 06-07 and 07-08.

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To obtain Board authorization for the award of a professional services contract to obtain electrical services on an as-needed basis in support of the District's Capital Improvement Program (CIP). The contract amount is not to exceed \$100,000 for a two-year period commencing upon Board approval (see Attachment B).

ANALYSIS:

The District will require the professional services of an electrical consultant to perform studies in support of the District's CIP projects for a period of two years. The As-Needed Electrical Services contract will provide the District with the ability to obtain consulting services in a timely and efficient manner and on an as-needed basis.

The District will require the expertise of an electrical consultant to design electrical systems for a variety of CIP projects. The costs for these electrical designs typically

range between \$8,000 and \$25,000, depending on the scope of the project. The District incurs expenses in requesting, reviewing and ranking proposals; checking references; and preparing staff reports for Committee and Board approval. The electrical design services, individually, are small enough that preparation of formal proposals by consultants becomes expensive and these costs are passed on to the District. For these reasons, the District began using similar contracts for as-needed environmental consulting services in Fiscal Year 05-06 and as-needed geotechnical services in Fiscal Year 06-07.

The District will issue task orders to the Consultant for specific projects during the contract period. The Consultant will then prepare a detailed scope of work, schedule, and cost estimate for each task order assigned under the contract. Upon written task order authorization from the District, the Consultant shall then proceed with the project as described in the scope of work.

The CIP projects that are estimated to require electrical services for Fiscal Years 06-07 and 07-08, at this time, are listed below:

CIP	DESCRIPTION	ESTIMATED COST
P2143	1296-3 Reservoir, 2.0 MG	\$14,000
P2191	850-4 Reservoir, 2.2 MG	\$12,000
S2015	Calavo Sewer Lift Station	\$12,500
R2034	860-1 Recycled Water Reservoir, 4.0 MG	\$17,000
TOTAL:		\$55,500

The electrical scopes for the above projects are estimated from preliminary information and past projects. Future CIP projects may require the need for electrical engineering services during Fiscal Years 06-07 and 07-08. Therefore, staff believes that a \$100,000 cap on the As-Needed Electrical Services contract is adequate.

The As-Needed Electrical Services contract would have a one-year base period commencing upon Board approval, and a one-year extension based on the District's CIP schedule and the consultant's successful performance. The contract is not to exceed \$100,000 for all task orders. Fees for professional

services will be charged to the CIP Projects for which the electrical designs are performed.

This As-Needed Electrical Services contract does not commit the District to any expenditure until a task order is approved to perform work on a CIP Project. The District does not guarantee work to the consultant, nor does the District guarantee to the consultant that it will expend all of the funds authorized by the contract on professional services.

On October 10, 2006, the District issued a formal Request for Proposal (RFP) for professional as-needed electrical services. On November 1, 2006 seven (7) proposals were received from the following firms:

- BSE Engineering, Inc
- Kanrad Engineering, Inc
- Tetra Tech, Inc
- DL Engineering & Controls, Inc
- Engineering Partners, Inc
- ERJ Engineering Consultants
- Dahl, Taylor, & Associates

Two (2) firms (ILA Zammit and P2S Engineering) chose not to submit a proposal.

In accordance with the District's Policy 21, staff evaluated and scored all written proposals. Engineering Partners received the highest score for their services based on their experience, proposed method to accomplish the work, and their ability to complete projects on schedule. A summary of the complete evaluation is shown in Attachment C.

The District has worked with Engineering Partners before on both the 803-4 Reservoir and the 1485-2 Reservoir. Their engineering staff worked well with the District's staff and delivered an accurate and complete design on time.

Staff recommends award of the As-Needed Electrical Services contract to Engineering Partners for a two-year period commencing upon Board approval for an amount not-to-exceed \$100,000.

FISCAL IMPACT: 

The funds for this contract will be expended from the CIP projects noted previously. The fees for professional services requested herein are available in the authorized CIP project budgets. This contract is for professional services based on the District's need and schedule, and expenditures will not be made until a task order is approved by the District for the consultant's professional services on a specific CIP project.

STRATEGIC GOAL:

This project supports the District's strategic goal to meet current and future potable water demands and the strategy to become a recycled water leader.

LEGAL IMPACT: _____

Consulting services would be subject to the terms of the District's standard agreement for Professional Services (Attachment B).



General Manager

Attachments

HJ/RR/RP



ATTACHMENT A

SUBJECT/PROJECT:	Award of As-Needed Electrical Services Contract, FY 06-07 and 07-08
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The Engineering, Operations and Water Resources Committee reviewed this item at a meeting held on February 21, 2007. The following comments were made:

- Staff is requesting the board's approval of an As-Needed Electrical Services contract for Fiscal Years 2007 and 2008.
- The District will require electrical consultants to design electrical systems for a variety of CIP projects.
- Both the District and the vendor incurs expenses to prepare and respond to Requests for Proposals (RFP) for each CIP project requiring electrical expertise.
- For efficiency to both the District and contractor, staff recommends that a vendor be identified to provide such electrical expertise on an as-needed basis.
- An RFP was issued on October 10, 2006 and the District received seven proposals.
- Staff reviewed and scored the proposals and recommends that The Engineering Partners, Inc. be awarded a contract for an amount not to exceed \$100,000 in Fiscal Years 2007 and 2008.

Upon completion of the discussion, the Committee supported staff's recommendation and forwarding to the Board of Directors on the consent calendar.



ATTACHMENT B

SUBJECT/PROJECT:	Award of As-Needed Electrical Services Contract, FY 06-07 and 07-08
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AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
OTAY WATER DISTRICT
AND
THE ENGINEERING PARTNERS, INC.
FOR
AS-NEEDED ELECTRICAL ENGINEERING SERVICES

This Agreement (Agreement) is made and entered into this ____ day of _____ by and between the OTAY WATER DISTRICT, a municipal water district, formed and existing pursuant to California Municipal Water District Act of 1911, as amended, hereinafter referred to as "DISTRICT," and THE ENGINEERING PARTNERS, INC., hereinafter referred to as "CONSULTANT."

W I T N E S S E T H

WHEREAS, the DISTRICT requires the services of an electrical engineering consultant to render certain technical and professional services described below; and

WHEREAS, the CONSULTANT has available, and offers to provide, personnel and facilities necessary to accomplish the work within the required time.

NOW, THEREFORE, DISTRICT AND CONSULTANT agree as follows:

I. Scope of Electrical Engineering Services

The CONSULTANT agrees to perform those services described in the scope of work set forth in Exhibit 'A' attached hereto and incorporated herein by this reference. The scope of consulting services shall include meetings with District staff and review of previous technical documentation.

II. Authorization

General authorization to proceed with the work described in Exhibit 'A' is hereby granted upon full execution of the Agreement. However, CONSULTANT shall not proceed with any work described in Exhibit 'A' until the receipt of a request for specific services or "task order" from the District's Designated Agent. Upon receipt of such a request for specific services, CONSULTANT shall provide the the District's Designated Agent with an estimated budget for the requested services and an estimated time for completion. The District's Designated Agent shall then provide the CONSULTANT with authorization to proceed. No work shall be commenced until the CONSULTANT receives the authorization to proceed.

III. Compensation

In return for providing the services described in Exhibit 'A', which are to be performed by the CONSULTANT, the DISTRICT agrees to pay, and the CONSULTANT agrees to accept, compensation for all executed service requests up to an amount not-to-exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), payable as agreed to by the parties per service request. Total compensation for all Professional Services provided under this agreement shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) during the term of this agreement without prior written authorization from the DISTRICT.

The CONSULTANT shall invoice the DISTRICT on a monthly schedule in the format shown in Exhibits 'B' and 'C'. The CONSULTANT shall not invoice the DISTRICT for work that has not been completed at the time the invoice is prepared. The DISTRICT shall have forty-five (45) days from the date of receipt of error-free invoices prepared in accordance with Exhibits 'B' and 'C' to make payment without incurring interest and/or penalty charges.

IV. Standard of Care

The CONSULTANT is employed to render electrical engineering consulting services only, and any payment made to the CONSULTANT is compensation solely for such services as the CONSULTANT may render and recommendations the CONSULTANT may make. The CONSULTANT'S services shall be furnished in accordance with generally accepted electrical engineering consulting principles and practices.

V. Documents

All original drawings, spreadsheets and documents, including digital photographs and files developed for the project, shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the DISTRICT, except as otherwise provided in Section VIII: Termination or Abandonment.

The CONSULTANT shall provide final documents on high-density media such as ZIP® disk 100/250 MB or compact disk (CD). Final drawings and details shall be in AutoCAD® 2000 format or more recent. Final Contract Specifications, reports, and spreadsheets shall be in Microsoft® Office 2000 format or more recent. Any other electronic format documents provided to the DISTRICT must be formatted to the same software version or release as that of the DISTRICT.

VI. Performance and Schedule

The CONSULTANT agrees to coordinate project work to ensure its timely completion and shall promptly notify the DISTRICT of any anticipated delays, which may affect the work schedule. In the event the time for completing the scope of work is exceeded due to circumstances beyond the control of the CONSULTANT, the CONSULTANT shall have an additional amount of time to be agreed upon in writing between the parties in which to complete the work.

VII. Change in Scope of Work

Work under this agreement is to be performed on a task order basis and shall be pre-approved by the DISTRICT. Each task order shall specify the services requested, the time for

performance and an estimated cost for such services. If the services requested require a change, addition or modification, such change, addition or modification shall require prior approval of the DISTRICT. In the event that the services requested are outside of the Scope of Services specified in Exhibit 'A', CONSULTANT shall bring it to the attention of the DISTRICT immediately, and no such work shall be done prior to obtaining written approval from the DISTRICT.

If the DISTRICT changes the Scope of Work, or if changes in regulations after execution of this Agreement necessitate changes in the Scope of Work, or if the CONSULTANT is requested to perform services not detailed in the Scope of Work, the parties shall execute an amendment to Exhibit 'A', Scope of Work.

All work performed without proper authorization shall be considered part of this Agreement for no additional compensation.

VIII. Termination or Abandonment

Ten (10) calendar days from the date of a written notice to terminate, the DISTRICT has the right to terminate or abandon all or any portion of a work order. The District is under no obligation to require all the services described under the Scope of Work and shall be able to select only those services needed from time to time, as provided in each work order. In the event that the District abandons or terminates any services requested as provided hereunder, the DISTRICT will have the right to take possession and shall own immediately all original specifications, drawings, and other documents developed for that portion of the work completed and/or being abandoned. The DISTRICT will pay the CONSULTANT for services for any portion of the work being terminated which were rendered prior to termination. If said termination occurs prior to completion of any task of the project for which a payment request has not been received, the fee for service performed during such task shall be based on an amount mutually agreed to by the DISTRICT and the CONSULTANT for the portion of such task completed but not paid prior to said termination. The DISTRICT will not be liable for any costs other than the fees or portions thereof, which are specified herein. If all work is abandoned as herein provided, this Agreement shall automatically terminate on the 10th day from the date of notice.

IX. Indemnification

A. CONSULTANT agrees to the following:

1. *Indemnification for Professional Services.* CONSULTANT will save harmless and indemnify and, at DISTRICT's request, defend DISTRICT and all its officers, volunteers, employees, and representatives from and against suits, actions, or claims brought for, or on account of, injuries or damages sustained by any person or property directly resulting from a negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement.
2. *Indemnification for other Damages.* CONSULTANT indemnifies and holds DISTRICT harmless from and against a claim, action, damages, costs (including reasonable attorney's fees), injuries, or liability, directly resulting

from this Agreement, for its negligent performance. Should DISTRICT be named in a suit, or should a claim be brought against it by suit or otherwise, directly resulting out of this Agreement, for the CONSULTANT's negligent performance, CONSULTANT will defend DISTRICT (at DISTRICT's request and with counsel satisfactory to DISTRICT) and will indemnify DISTRICT for any judgment rendered against it or any sums paid out in settlement or otherwise.

- B. For purpose of this section "DISTRICT" includes DISTRICT's officers, officials, employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by this Agreement and any approval of said insurance by DISTRICT, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

X. Insurance Requirements

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability	\$1,000,000
Professional liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 12 10 11 97. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name DISTRICT, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by DISTRICT will be excess thereto. Such insurance will be on an "occurrence" basis, except professional liability shall be on a "claims made" basis, and will not be cancelable or subject to reduction except upon a thirty- (30) day prior written notice to DISTRICT.

- C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 10 01, including symbol 1 (Any Auto).
- D. CONSULTANT will furnish to DISTRICT duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance as may be reasonably required by DISTRICT from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Originals of the duly authenticated Certificates of Insurance and Endorsements shall be included with this Agreement as Exhibit D.

XI. Successors and Assigns

This Agreement and all of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement. Any attempt by the CONSULTANT to assign or otherwise transfer any interest in this Agreement without the prior written consent of the DISTRICT shall be void. Since the primary consideration of the DISTRICT in entering this agreement is the qualifications of the CONSULTANT, as opposed to a low bid, the DISTRICT will refuse to consent to assignments if it considers the assignee to have lesser qualifications. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

DISTRICT:

Otay Water District
 2554 Sweetwater Springs Boulevard
 Spring Valley, California 91978-2004
 Attention: Mark Watton

CONSULTANT:

The Engineering Partners, Inc.
 7670 Opportunity Road, Suite 165
 San Diego, CA 92111
 Attention: Matt Long

and shall be effective upon date of mailing.

XII. Project Organization

The CONSULTANT proposes to assign Bobby Eugenio as the Project Manager. The Project Manager shall not be removed from the project or reassigned without prior approval of the DISTRICT, which approval shall not be unreasonably withheld. No subcontracting of significant portions of the contracted environmental services shall be made without prior approval of the DISTRICT.

XIII. Integration

This Agreement and the attached Exhibits represent the entire understanding by and between the DISTRICT and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered

hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto.

XIV. Execution

OTAY WATER DISTRICT

THE ENGINEERING PARTNERS, INC.

Mark Watton, General Manager



Romeo Flores, President

APPROVED AS TO FORM

General Counsel

COPIES: FILE (Orig.), CONSULTANT, PROJECT MANAGER., ACCOUNTS PAYABLE

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**ATTACHMENT C
SUMMARY OF PROPOSAL RANKINGS BY PANEL MEMBERS
AS-NEEDED ELECTRICAL ENGINEERING SERVICES**

SCORE	REVIEWER	WRITTEN								TOTAL SCORE	AVERAGE SCORE	REFERENCES
		Qualifications, experience of Consultant's assigned personnel	Experience relevant to type of project being considered	Proposed method to accomplish work	Knowledge of jurisdictional agencies, local area environmental concerns, and regulatory requirements	Proposed Fee	Completeness, addressed requested information	Ability to complete projects on schedule	Consultant's commitment to EBE, DBE, MBE, SBE			
		15	15	10	10	20	15	10	5	100		✓
BSE Engineering, Inc	Don Anderson	12	12	7	7	20	12	7	5	82	89.8	
	Marta Riendeau	14	13	10	8	20	13	10	5	93		
	Ron Ripperger	13	12	7	7	20	12	7	5	83		
	Alfred Pedroza	14	15	10	10	20	15	10	5	99		
	Elmer Alex	15	15	7	7	20	15	8	5	92		
Kanrad Engineering, Inc	Don Anderson	13	13	8	8	18	13	8	5	86	79.4	
	Marta Riendeau	8	10	3	6	18	5	10	5	65		
	Ron Ripperger	12	10	6	7	18	12	8	5	78		
	Alfred Pedroza	13	13	8	10	18	12	10	5	89		
	Elmer Alex	13	13	2	7	18	13	8	5	79		
Tetra Tech, Inc	Don Anderson	13	13	8	8	15	13	8	3	81	87.4	
	Marta Riendeau	14	15	10	10	15	15	10	3	92		
	Ron Ripperger	12	13	7	8	15	13	8	3	79		
	Alfred Pedroza	14	15	10	10	15	15	10	3	92		
	Elmer Alex	15	15	10	10	15	15	10	3	93		
DL Engineering & Controls, Inc	Don Anderson	13	12	8	7	18	13	7	5	83	88.2	
	Marta Riendeau	14	13	8	7	18	13	10	5	88		
	Ron Ripperger	12	12	8	7	18	13	9	5	84		
	Alfred Pedroza	15	15	9	8	18	14	10	5	94		
	Elmer Alex	14	14	9	7	18	15	10	5	92		
Engineering Partners, Inc	Don Anderson	13	13	8	8	20	13	8	5	88	93	✓
	Marta Riendeau	14	13	7	8	20	13	9	5	89		
	Ron Ripperger	15	14	8	10	20	14	9	5	95		
	Alfred Pedroza	15	15	10	10	20	15	10	5	100		
	Elmer Alex	15	14	7	8	20	15	9	5	93		
ERJ Engineering Consultants	Don Anderson	12	12	7	7	20	12	6	5	81	82.4	
	Marta Riendeau	13	13	7	8	20	10	8	5	84		
	Ron Ripperger	12	7	6	7	20	10	7	5	74		
	Alfred Pedroza	13	13	8	8	20	13	10	5	90		
	Elmer Alex	12	12	6	7	20	13	8	5	83		
Dahl, Taylor, & Associates	Don Anderson	13	11	8	8	17	12	8	5	82	88	
	Marta Riendeau	15	14	10	9	17	15	10	5	95		
	Ron Ripperger	12	7	7	7	17	11	8	5	74		
	Alfred Pedroza	15	14	10	9	17	15	10	5	95		
	Elmer Alex	15	15	10	8	17	14	10	5	94		



AGENDA ITEM 5h

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	March 7, 2007
SUBMITTED BY:	Ron Ripperger <i>[Signature]</i> Engineering Manager	PROJECT/ SUBPROJECT:	R2003/ DIV. 1 001103 NO.
APPROVED BY: (Chief)	Rod Posada <i>[Signature]</i> Chief, Engineering		
APPROVED BY: (Asst. GM):	Manny Magaña <i>[Signature]</i> Assistant General Manager, Engineering and Operations		
SUBJECT:	Approve of Settlement Agreement and Reimbursement with The EastLake Company and the City of Chula Vista for Capital Improvement Program Water Facilities Associated with the 680-1 Reservoir at Sunset View Park		

GENERAL MANAGER'S RECOMMENDATION:

That the Board authorize the General Manager to execute a settlement agreement and reimbursement release in the amount of \$199,764 to The EastLake Company (EastLake) and the City of Chula Vista (City) for costs associated with construction of the 680-1 Recycled Water Reservoir project. (See attached Exhibit A for project location.)

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To obtain Board authorization for the General Manager to execute a settlement agreement with EastLake and the City in the amount of \$199,764.

ANALYSIS:

Staff began the effort of siting the 680-1 Recycled Water Reservoir in the EastLake area when the Otay Water District's (District) Water Master Plan was developed in 1995 by Montgomery Watson. As part of the planning process, staff met with area developers and the City of Chula Vista (City) to determine the exact location for the facilities. This process consisted of a siting study where various combinations of alternatives were considered and criteria developed. A screening process narrowed down the various alternatives until the Sports Park (Sunset View Park), located in EastLake, was recommended by the group. Some of the criteria used in selecting and eliminating alternatives were proximity to the areas being

served and visual impacts. Utilizing an underground reservoir mitigated the visual concerns as well as addressed the need to locate the on-site facilities close to the 680 and 944 service zones.

Towards this effort, the District entered into two separate agreements. The first agreement was executed on June 8, 1998 between the District and EastLake. This agreement provided for reimbursement to EastLake for design and construction costs along with costs incurred for a construction manager for the 680-1 Reservoir and 944-1 Pump Station. The second agreement was executed on August 22, 2000 between the City and EastLake. This agreement provided for a joint use of the Sunset View Park site and reimbursed the City for easements for the District's facilities at the site.

During construction of the District's facilities within Sunset View Park it became clear that the reservoir and pump station, along with appurtenances, had some impact to the park. These impacts were discussed at various project meetings and in letters, but were never formalized in an agreement nor amended to the reimbursement agreement with EastLake. Since these impacts to the park were hard to quantify until construction was complete EastLake waited until May 4, 2005 to send in the detail for these costs. Staff reviewed EastLake's submitted costs and obtained a construction Manager peer review from Hirsch & Company. After several discussions and meetings with EastLake, staff negotiated the initial request for reimbursement of costs from \$497,290 down to \$199,764. The detail for a comparison of these costs is provided in the exhibit included with Attachment B. The City is a signatory to the agreement, but EastLake will receive 100% of the reimbursement because EastLake bore all the costs. The City's involvement is as owner of the land the reservoir is sited on. All parties to the reimbursement and release agreement will release each other from any further liability in connection with the reimbursed costs.

In summary, staff's recommendation is to approve the reimbursement agreement with EastLake and authorize the General manager to execute the agreement.

FISCAL IMPACT: _____

The approved total budget for CIP R2022 is \$4,350,000. Expenditures to date are \$4,072,946. Total commitments to date including this agreement are approximately \$4,274,075. See Attachment C for budget detail.

The Project Manager anticipates that based on the attached financial analysis the budget will be sufficient to support this project. Finance has determined that 100% of the funding will be available from the Expansion Fund. The District anticipates up to a 25-percent reimbursement from the Bureau of Reclamation.

STRATEGIC GOAL:

This project supports the District's mission statement and the District's Strategic Goal to: "Design and construct new infrastructure - satisfy current and future water needs for Potable, Recycled, and Wastewater Services."

LEGAL IMPACT:

None at this time. The General Counsel worked with staff, the City and the developer in connection with the negotiation of the settlement and prepared a form of settlement and release agreement. The release of liability contained in the settlement and release agreement is intended to protect the District from further claims in connection with the work performed by EastLake and the impact of such work and the siting of the water facilities in the park.



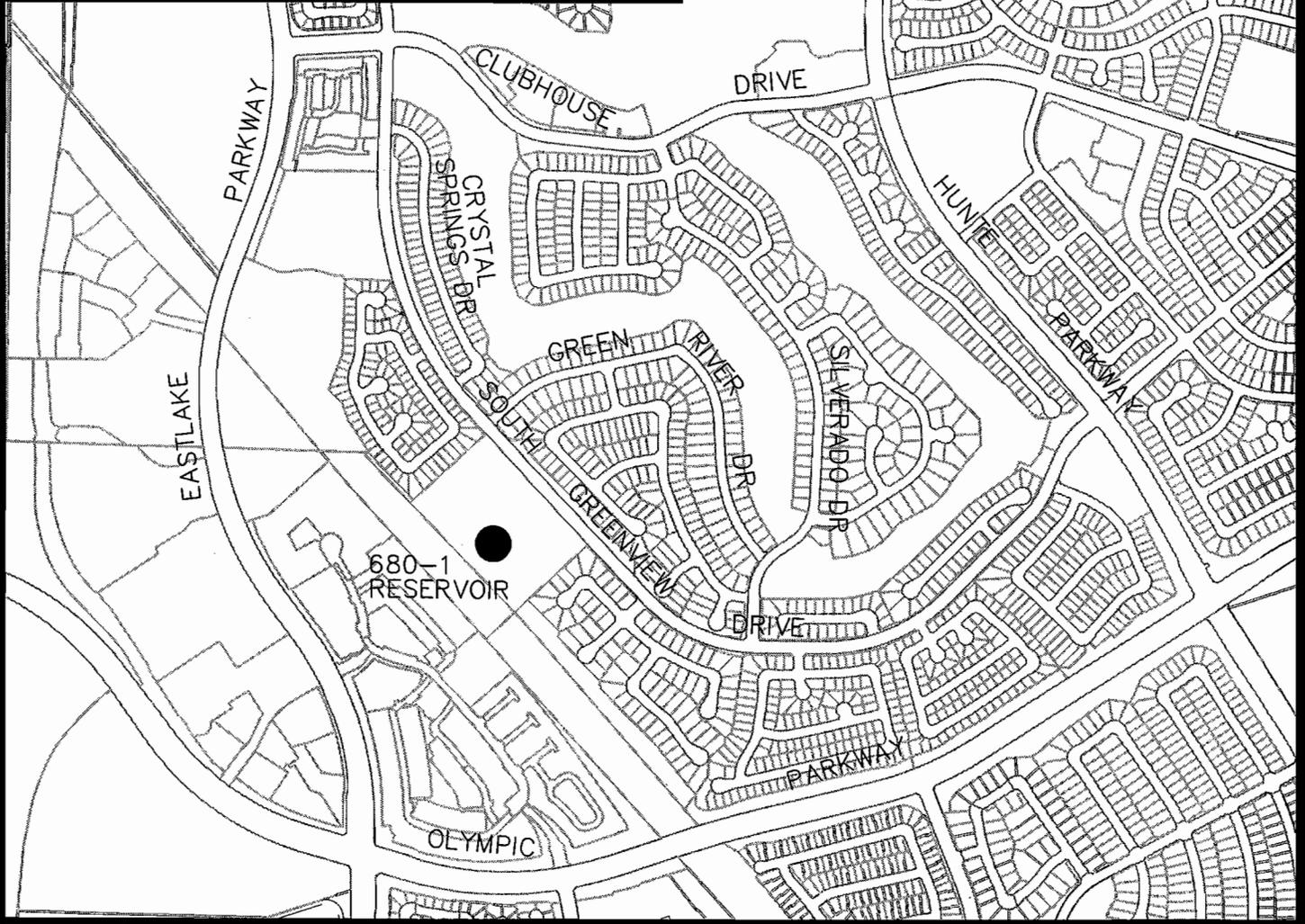
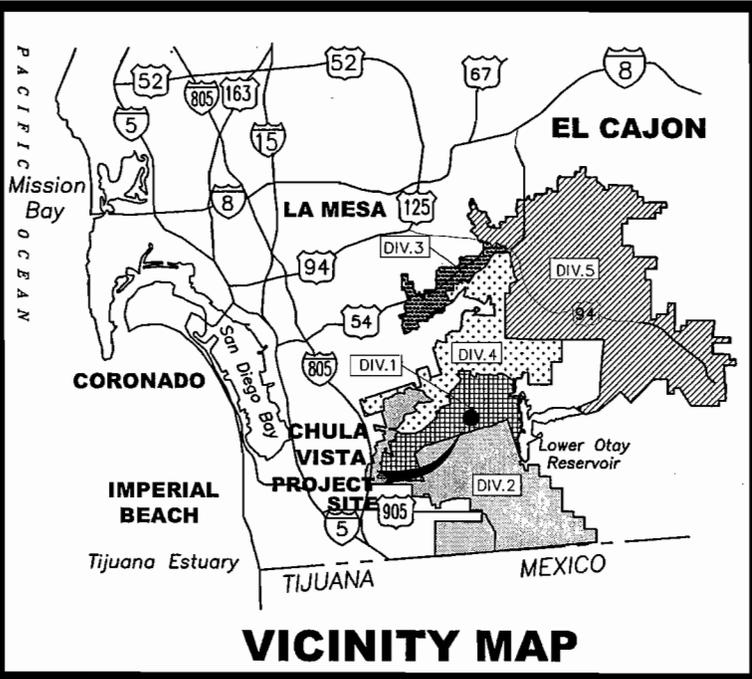
General Manager

Exhibit

Attachments

RR/RP

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OTAY WATER DISTRICT

680-1 RECYCLED WATER RESERVOIR

WO 8653

CENTRAL AREA
LOCATION MAP

CIP R2003

EXHIBIT A



ATTACHMENT A

SUBJECT/PROJECT: R2003-001103	Reimbursement, Release and Settlement Agreement with The EastLake Company for Capital Improvement Program Water Facilities Associated with the 680-1 Reservoir at Sunset View Park
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COMMITTEE ACTION:

The Engineering, Operations and Water Resources Committee reviewed this item at a meeting held on February 21, 2007. The following comments were made:

- Staff is requesting the board's approval of a Settlement Agreement and Reimbursement with The EastLake Company in the amount of \$199,764.
- The reimbursement covers costs associated with the construction of the 680-1 Recycled Water Reservoir and 944-1 Pump Station project that had been sited as underground facilities at Sunset View Park within the EastLake development.
- The siting of the reservoir beneath Sunset View Park was a compromise with the City of Chula Vista (the landowner) who had selected the same site for a community park.
- The building of underground facilities mitigated the visual concerns/impacts and also addressed the need to locate the facilities close to the 680 and 944 service zones.
- During construction, modifications needed to be made to the park plan to accommodate the recycled facilities. There were also additional changes required which included the enhancement of an existing access road to accommodate the weight of trucks/vehicles that the District would utilize to maintain the facilities.
- Such changes were discussed through meetings and correspondence with The EastLake Company during the construction of the park and facilities. The additional cost, however, could not be quantified until construction was completed.
- On May 4, 2005, The Eastlake Company submitted the costs associated with the construction changes. Their original request was negotiated down to \$199,764 from \$497,290.

- Staff believes this is a fair settlement and is recommending the approval of the Settlement Agreement and Reimbursement with The EastLake Company in the amount of \$199,764.

Upon completion of the discussion, the Committee supported staff's recommendation and forwarding to the Board of Directors on the consent calendar.



ATTACHMENT B

SUBJECT/PROJECT: R2003-001103	Reimbursement, Release and Settlement Agreement with The EastLake Company for Capital Improvement Program Water Facilities Associated with the 680-1 Reservoir at Sunset View Park - Agreement
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**REIMBURSEMENT, RELEASE AND SETTLEMENT AGREEMENT
BETWEEN THE OTAY WATER DISTRICT AND THE EASTLAKE
COMPANY, LLC FOR CAPITAL IMPROVEMENT PROGRAM
WATER FACILITIES ASSOCIATED WITH THE 680-1
RESERVOIR AT SUNSET VIEW PARK
(CIP R2003)**

This Reimbursement, Release and Settlement Agreement (hereinafter, "Settlement Agreement") is entered into as of this ____ day of _____ 2007, by and between the Otay Water District, a Municipal Water District formed under the Municipal Water District Act of 1911 (hereinafter, the "District"), the City of Chula Vista, a municipal corporation (the "City"), and the EastLake Company, LLC, a California limited liability company (hereinafter, the "Developer"), in view of the following facts and for the following purposes:

RECITALS

A. WHEREAS, the Board of Directors (the "Board") of the District has adopted a Master Plan and approved a Capital Improvement Program (hereinafter, "CIP") for all regional water facilities throughout the District; and

B. WHEREAS, on or about June 9, 1998 the Developer and the District entered into a reimbursement agreement entitled "The First Reimbursement Agreement Between Otay Water District and the Eastlake Company" (the "Reimbursement Agreement") in connection with a park referred to therein as the EastLake Neighborhood Park, which was later renamed the Sunset View Park (the "Park"); and

C. WHEREAS, pursuant to the Reimbursement Agreement, the Developer agreed to design and construct a 2.2 million gallon reservoir to be known as the 680 Reservoir, and the infrastructure, including piping, for a pump station to be known as the 950 Pump Station (together with the 680 Reservoir, the "Water Facilities"), within the Park and the District agreed to reimburse the Developer for costs incurred in connection therewith; and

D. WHEREAS, on August 22, 2000, the District, and the City entered into that certain Joint Use and Grant of Easement Agreement, recorded in the official records of the County Recorder of the County of San Diego on May 14, 2003, as document number 2003-0563958 (the "Easement Agreement"), pursuant to which the City granted the District an easement for the maintenance, repair designed and constructed the Sunset View Park within the City of Chula Vista; and

E. WHEREAS, on or about November of 2000, the District, the City and the Developer agreed to increase the size of the reservoir to 3.4 million gallons; and

F. WHEREAS, on a letter dated November 30, 2000, the City memorialized the understanding of the parties, which included a proposal to amend the Reimbursement Agreement and the Easement Agreement to reflect the change in size of the Water Facilities and to allocate the increased design and construction costs; and

G. WHEREAS, due to the schedule of the project and other concerns, the District, the Developer and the City did not finalize negotiations on the proposed amendments before the design and construction had to be undertaken and finalized; and

H. WHEREAS, despite the lack of written amendments, the Developer incurred the costs relating to the Water Facilities with the understanding that said projects are listed in the District's CIP and the District would reimburse the Developer for the costs incurred in connection with the Water Facilities; and

I. WHEREAS, having completed the construction of the Park, the Developer has submitted a request for reimbursement to the District for costs related to the Water Facilities and not previously reimbursed to Developer; and

J. WHEREAS, the District and Developer have reached an agreement concerning the costs related to the Water Facilities for which the District will reimburse the Developer and those costs are listed on **Exhibit A** hereto, which amount to \$199,764; and

K. WHEREAS, the Developer has conformed to all of the conditions set forth in the District's current Policy 26 governing reimbursement agreements with developers; and

L. WHEREAS, the Developer has provided assurances to the District that it complied with all applicable provisions of the District's Code of Ordinances, Standard Specifications and other applicable laws in connection with the Water Facilities; and

M. WHEREAS, the District believes that it is in the best interest of the District to reimburse the Developer for the costs set forth on **Exhibit A**;

NOW THEREFORE, in consideration of the recitals set forth above and the mutual obligations of the parties herein expressed, the District and the Developer agree as follows:

1. **Project.** Pursuant to the Reimbursement Agreement and the Easement agreement, the Developer, the City and the District agreed to locate the Water Facilities within the Park. Although the parties originally intended that the Water Facilities would include a 2.2 million gallon reservoir, during the course of the project, the parties agreed to increase the size of the reservoir to 3.4 million gallons.
2. **Project Cost.** The Developer designed and constructed the Water Facilities within the Park and funded all costs related to the design and construction. The Developer hereby provides the District with assurances and warrants that it has constructed the facilities to District standards and in compliance with all applicable laws, rules and regulations.
3. **Reimbursement.**

During the design and construction of the Water Facilities, the District processed and paid certain invoices submitted by the Developer. However, the project is now operationally complete and accepted and Developer is requesting reimbursement of certain costs, set forth on **Exhibit A** (the "Additional Costs"), incurred by the Developer in connection with the increase in size of the reservoir, which costs have not previously been reimbursed to the Developer.

4. Release.

For and in consideration of the reimbursement of the Additional Costs, as herein contemplated, the Developer fully releases and discharges the District, each member of its Board of Directors, its officers, agents, servants, successors, employees, attorneys and assigns, from any and all causes of action, claims, liens, demands, damages, obligations, litigation costs, expenses, and attorney's fees, known or unknown arising directly or indirectly out of, or in any way related to the Water Facilities, the Reimbursement Agreement and the Park. The Developer, the City and the District also release and discharge each other from any liability in connection with the construction of the Park.

Each of the parties hereto expressly waives the provisions of Section 1542 of the Civil Code of California, which provides that:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release which, if known by him or her, must have materially affected his or her settlement with the debtor.

It is expressly understood and agreed that the payment of the Additional Costs is in full accord and satisfaction of all potential and actual claims the Developer has or could have made to the District in connection with the Water Facilities, the Reimbursement Agreement or the Park. The parties further declare and represent that no promise, inducement or agreement not herein expressed has been made and that this Settlement Agreement contains the entire agreement between the parties hereto.

5. Record Keeping.

The Developer has kept an accurate record of the actual cost to construct the Water Facilities, for which reimbursement is requested, in accordance with generally accepted accounting procedures. Upon request of the District, the Developer shall allow an authorized District representative, during the Developer's regular business hours and upon reasonable notice, to examine and duplicate any records relevant to verifying the actual cost to construct the water facilities, including, without limitation, all contract bids and invoices.

Any changes that occurred during construction have been properly documented. Back-up documentation shall be kept by the Developer for three (3) years from the date of the acceptance by the District of the Water Facilities. Such documentation shall also be provided to the District for its review upon its request.

6. Amendments.

No amendment, modification, supplement, termination or waiver of any provision of this Settlement Agreement shall be effective unless executed in writing by both parties and then only in the specified instance and for the specific purpose given.

7. Notices.

Any demand upon or notice required or permitted to be given by one party to the other party shall be in writing. Except as otherwise provided by law, any demand upon or notice required or permitted to be given by one party to the other party shall be effective (a) on a

personal delivery, (b) on the second business day after mailing by certified or registered United States mail, return receipt requested, or (c) on the succeeding business day after mailing by Express Mail or after deposit with a private delivery service of general use (e.g., Federal Express) postage or fee prepaid as appropriate, addressed to the party at the address shown below:

If to the District: Otay Water District
2554 Sweetwater Springs Boulevard
Spring Valley, California 91978-2096
ATTN: General Manager

If to the Developer: The EastLake Company, LLC
13520 Evening Creek Drive North, Suite 380
San Diego, California 92128
Telephone: (858) 513-7800
Facsimile: (858) 513-7805

If to the City: City of Chula Vista
276 Fourth Avenue
Chula Vista, California 91910

Notice of change of address shall be given by written notice in the manner set forth in this paragraph.

8. Indemnity.

Each party agrees to defend, indemnify, protect, and hold harmless the other party and its agents, officers, and employees from and against any and all claims asserted or liability established for damages or injuries to any person or property, which arise from or are connected with or are caused or claim to be caused by the performance of the terms of this Settlement Agreement; provided, however, that each party's duty to defend, indemnify and hold harmless shall not include any claims or liability arising from the negligent acts or omissions or willful misconduct of the other party, its agents, officers or employees.

9. Arbitration and Attorney's Fees.

If there is a dispute concerning this Settlement Agreement or arising out of this Settlement Agreement, the parties agree to first endeavor to settle the dispute in an amicable fashion by direct discussion and then by non-binding mediation if direct discussion does not resolve the dispute. Should both these efforts fail, the parties agree to submit the matter to binding arbitration. If the parties cannot agree upon a single arbitrator within thirty (30) days of the conclusion of non-binding mediation, the arbitration shall be conducted by three (3) arbitrators. Each party shall select one (1) arbitrator and the two (2) arbitrators shall then select the third arbitrator. A decision shall be rendered by a majority vote of the three arbitrators.

In the event that arbitration is required, the prevailing party shall be entitled to recover all reasonable costs and attorney's fees. In the event a settlement offer is made by any party in the form provided by California Civil Procedure 998 and the opposing parties do not do better

than such offer at arbitration, the party making the settlement offer shall be deemed the prevailing party for the purposes of recovery of attorney's fees and costs.

10. Applicable Law; Venue.

This Settlement Agreement shall be governed by the internal laws of the State of California without regard to the principles of choice of law or conflicts of law of that state or of any other jurisdiction. The forum for resolution of any dispute arising out of this Settlement Agreement shall be in San Diego, California. The Parties hereby submit to the jurisdiction of the Federal Courts in the Southern District of California and the California State Courts for San Diego County.

11. Drafting.

This Settlement Agreement is deemed to have been drafted jointly by the Parties, and the Parties agree that the common-law principles of construing ambiguities against the drafter shall have no application hereto.

12. Severability.

If any term, provision or covenant in this Settlement Agreement is held to be invalid, void or unenforceable, (i) the remainder of the terms, provisions and covenants in this Settlement Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated

13. Successors in Interest.

The Settlement Agreement and all rights and obligations contained herein shall be in effect whether or not any or all parties to the Settlement Agreement have been succeeded by another entity, and all rights and obligations of the parties signatory to this Settlement Agreement shall be vested and binding on their successors in interest.

14. Headings.

The headings in this Settlement Agreement are for ease of reference only.

15. Counterparts.

This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Any facsimile counterpart of this Settlement Agreement shall be deemed an original.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, this Settlement Agreement is executed by the District and by the Developer as of the date first above written.

THE EASTLAKE COMPANY, LLC
A California limited liability company

By: _____
William T. Ostrem
President

OTAY WATER DISTRICT
A California Municipal Water District

By _____
Mark Watton
General Manager

Approved as to Form:

General Counsel

Date

CITY OF CHULA VISTA
A municipal corporation

By: _____
City of Chula Vista

Approved as to Form:

City Attorney

Date

**EXHIBIT A
TO SETTLEMENT AGREEMENT
COST TO BE REIMBURSED TO DEVELOPER**

Item	Description	EastLake Requests	Otay Recommends
Category 1 - Costs incurred before joint use concept (pre OWD reservoir)			
A	Landscape Architect services in designing initial park. Work in 1996 and 1997.	\$36,328.00	\$0.00
B	Engineering an Surveying associated with grading and drainage construction.	\$13,526.86	\$0.00
C	Geotechnical services associated with grading and drainage construction.	\$7,775.63	\$0.00
D	Fine grading of park per initial design.	\$57,485.00	\$0.00
E	Site drainage system per initial design.	\$40,955.00	\$0.00
Sub-Total		\$156,070.49	\$0.00
Category 2 - Consultant services for changes, re-design, etc.			
A	Change Order #2 to ONA's design contract. ONA was/is the prime consultant responsible for all Sunset View Park plans. This change order covers revising the schematic plans for the park and processing them through the City of Chula Vista Parks and Recreation Department.	\$35,400.00	\$17,700.00
B	Portion of Change Order # 5 to ONA's design contract. This change order covers creating a presentation drawing at OWD's request.	\$1,200.00	\$1,200.00
C	Portion of Change Order # 5 to ONA's design contract. This covers various tasks related to the reservoir as identified on the change order request.	\$8,875.00	\$5,520.00
D	Change Order # 7 to ONA's design contract. This change order covers revising the working drawings in response to the decision to raise grades on the project to accommodate a predicted amount of excess soil (from the reservoir construction) to stay on the site.	\$23,800.00	\$23,800.00
E	Change Order # 10 to ONA's design contract. This change order covers revising the working drawings to reflect the actual "as-graded" conditions left by the reservoir contractor. As you will recall, the site was not left in accordance with the plan revisions generated earlier.	\$22,200.00	\$11,100.00
Sub-Total		\$91,475.00	\$59,320.00
Category 3 - Park improvements due to reservoir, pump station, utilities and access roads			
A	Added width of concrete walks - Reservoir service vehicles require a 12' wide access. City of Chula Vista requires only 10' wide walks. Results in 2' extra width.	\$13,572.00	\$13,572.00
B	Construct concrete ADA ramps - The reservoir resulted in an elevated portion of the site. Concrete ADA ramps were added in lieu of decomposed granite walks. D.G. walks would have been used if the sites were flatter.	\$14,300.00	\$14,300.00
C	Upgrade thickness of D.G. vehicle access roads - The service vehicles for the reservoir is much heavier than the service vehicles for the park. H2O loading was required on D.G. trails.	\$6,996.00	\$6,996.00

D	Upgrade thickness of concrete vehicle access roads - OWD service vehicles for the reservoir are much heavier than City service vehicles for the park. H2O loading was required on concrete trails.	\$11,076.05	\$11,076.05
E	Pipe guardrail - Guardrail required around raised recreation area over reservoir for safety.	\$3,740.00	\$3,740.00
F	Chain link fencing - Fencing required to prevent balls from rolling off elevated basketball courts on top of reservoir.	\$6,900.00	\$6,900.00
G	Polygon shade structures - Providing shady areas around the basketball courts through construction for structures in lieu of planting shade trees was required due to inadequate soil depth over reservoir.	\$111,500.00	\$55,000.00
H	Upgrade footing for basketball standards atop reservoir - Due to shallow area for footings atop reservoir, special footings were required.	\$3,680.00	\$3,680.00
I	Upgrade basketball court slab to post-tensioned slab over reservoir.	\$8,460.00	\$8,460.00
J	Sod soccer fields in lieu of seeding - Due to delayed delivery of site by OWD's reservoir contractor, soccer fields were sodded in lieu of seeded to avoid lengthy grow-in before park could be open to public.	\$67,745.00	\$33,872.00
K	Credit due OWD for their having certain finish grading performed by reservoir contractor. This amount was previously agreed to between EastLake and OWD.	(\$33,852.00)	(\$33,852.00)
L	Cost remedy north ADA ramp - The ramp from the park down to the pump station was incorrectly constructed by the reservoir contractor. This cost (for only a portion of the ramp) was previously agreed to between OWD and EastLake.	\$9,500.00	\$9,500.00
M	Additional work over reservoir due to sub standard materials being left by reservoir contractor. Crushed rock material failed to meet required Cal trans specifications. Required purchase and placement of fabric and purchase, placement and compaction of rock.	\$18,928.00	\$0.00
N	Costs for special geotechnical consulting services associated with analysis of undocumented fill areas left by reservoir grading contractor. Consultant was Allies Geotechnical Services. This has been previously agreed by OWD.	\$7,200.00	\$7,200.00
O	Additional support for Valley Crest costs. Many of the above items are supported by various documents showing values of work done by Valley Crest Landscaping.	\$0.00	\$0.00
Sub-Total		\$249,745.05	\$140,444.05
Grand Total		\$497,290.54	\$199,764.05



ATTACHMENT C

SUBJECT/PROJECT: R2003-001103 Reimbursement, Release and Settlement Agreement with The EastLake Company for Capital Improvement Program Water Facilities Associated with the 680-1 Reservoir at Sunset View Park - Budget Detail

R2003 - RecRes - 680-1 Reservoir 3.4 MG

Budget \$4,350,000	Committed	Expenditures	Outstanding Commitment & Forecast	Projected Final Cost	Vendor / Comments
Planning					
In House/Labor	48,761	48,761		48,761	
Consultant Contracts	3,957	3,957	-	3,957	Recon
Software	859	859	-	859	Sage CAD Applications, Inc
Shipping	20	20	-	20	Fed-Ex
Outside Services	149	149	-	149	Frank & Son Paving, Inc.
	4,000	4,000	-	4,000	MW Soft, Inc.
	200	200	-	200	Union Electric Motor Service
Subcontract	1,004	1,004	-	1,004	Boyle Engineering Corporation
	2,710	2,710	-	2,710	Geotechnics Inc.
	792	792	-	792	Helix Environmental Planning
	4,766	4,766	-	4,766	John Powell & Associates, Inc.
	6,993	6,993	-	6,993	Regional Environmental
	8,560	8,560	-	8,560	Snipes-Dye Associates
Advertise and Award	830	830	-	830	Union Tribune Publishing
Temporary Labor	49	49	-	49	Atwork Personnel Service
	200	200	-	200	Primary Funding Corp.
	189	189	-	189	Tempo Services Inc.
Land/Easement Acquisition	149,550	149,550	-	149,550	City of Chula Vista
	2,996	2,996	-	2,996	Thomas M. Nutt
	3,961	3,961	-	3,961	Andrew A. Smith Company
Total Planning	\$ 240,543.75	\$ 240,543.66	\$ -	\$ 240,544	
Design					
In House/Labor	89,463	89,463		89,463	
Consultant Contracts/Reimbursement Agreements	306,083	306,083	-	306,083	The Eastlake Co. LLC
Subcontract	21,616	21,616	-	21,616	John Powell & Associates, Inc.
	19,370	19,370	-	19,370	Robert Bein, William Frost
Professional & Legal Fees			-		
Meals			-		
Advertise and Award			-		
Total Design	\$ 436,531.87	\$ 436,531.59	\$ -	\$ 436,532	
Construction					
In House/Labor	167,135	167,135		167,135	
Consultant Contracts	401,077	401,077	-	401,077	The Eastlake Co. LLC
	360	360	-	360	Geotechnics Inc.
	2,250	1,123	1,128	2,250	Hirsch & Co
Construction Contracts/Reimbursement	2,278,096	2,278,096	-	2,278,096	The Eastlake Co. LLC
Reimbursement (Settlement Agreement)	200,000	-	200,000	200,000	The Eastlake Co. LLC
Construction Contracts	2,225	2,225	-	2,225	Geotechnics, Inc.
Subcontract	500,000	500,000	-	500,000	The Eastlake Co. LLC
Professional & Legal Fees	1,179	1,179	-	1,179	Burke, Williams & Sorenson LLP
	447	447	-	447	Garcia, Ruiz & Calderon
Materials	500	500	-	500	Alarm Center Inc
	204	204	-	204	C.W. Mcgrath Inc.
	48	48	-	48	County of San Diego
	127	127	-	127	FLW Inc.
	4,608	4,608	-	4,608	GE Supply
	102	102	-	102	Hanson Aggregates Pacific
	348	348	-	348	Larson-Metercraft Inc
	550	550	-	550	Mag Systems Inc.
	40	40	-	40	Mc Master-Carr Supply Co.
	1,075	1,075	-	1,075	Newark Inone
	1,114	1,114	-	1,114	Onesource Distributors Inc
	107	107	-	107	Petty Cash Custodian
	569	569	-	569	Tiger Reprographics
	242	242	-	242	W W Grainger, Inc
Equipment Purchase	1,090	1,090	-	1,090	Applied Technology Group Inc.
Special Project	1,060	1,060	-	1,060	Geotechnics Inc.
Temporary Labor	126	126	-	126	Atwork Personnel Service
Outside Services	90	90	-	90	C.W. Mcgrath Inc.
	1,685	1,685	-	1,685	San Diego Gas & Electric
	9,790	9,790	-	9,790	Technoision Inc.
	2,200	2,200	-	2,200	Craig, Bulthuis & Stelmar
Gas & Electric	14,955	14,955	-	14,955	San Diego Gas & Electric
Inventory	499	499	0	499	
Water Loss	3,103	3,103	-	3,103	
Acct/close-out			-		
Total Construction	\$ 3,596,999	\$ 3,395,871	\$ 201,128	\$ 3,596,999	
Grand Total	\$ 4,274,075	\$ 4,072,947	\$ 201,128	\$ 4,274,074	



AGENDA ITEM 6a

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	March 7, 2007
SUBMITTED BY:	Hossein Juybari <i>HJ</i> Sr. Civil Engineer	PROJECT:	P2210 DIV. NO. ALL
APPROVED BY: (Chief)	Rod Posada <i>R Posada</i> Chief, Engineering		
APPROVED BY: (Asst GM)	Manny Magaña <i>M Magaña</i> Assistant General Manager, Engineering and Operations		
SUBJECT:	Informational Item - FY 2007 Second Quarter Capital Improvement Program (CIP) Report		

GENERAL MANAGER'S RECOMMENDATION:

That the Board accept the FY 2007 Second Quarter CIP Report for review and receive a summary via PowerPoint presentation.

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To update the Board about the status of all CIP project expenditure highlights, significant issues, progress, and milestones on major projects.

ANALYSIS:

To keep up with growth and to meet our ratepayers' expectations to adequately deliver safe, reliable, cost-effective, and quality water, each year Otay Water District (District) staff prepares a six-year CIP Plan that identifies the District infrastructure needs. The CIP is comprised of four categories consisting of backbone capital facilities, maintenance projects, developer's reimbursement projects, and capital purchases.

The quarterly update is intended to provide a detailed analysis of progress in completing these projects within the allotted time and budget. Expenditures in this Second Quarter of Fiscal Year 2007 totaled approximately \$5.8 Million. This equates to 40% of the Fiscal Year 2007 expenditure budget. It is expected that the complete FY06-07 CIP budget will be spent.

FISCAL IMPACT:

RUB

None.

STRATEGIC GOAL:

The CIP supports the mission of providing the best quality of water and wastewater service to the customers of the Otay Water District in a professional, effective, efficient, and sensitive manner, in all aspects of operation, so that public health, environment, and quality of life are enhanced.

LEGAL IMPACT:

None.



General Manager

HJ/RR/RP

Attachment



ATTACHMENT A

SUBJECT/PROJECT:	Informational Item - FY 2007 Second Quarter CIP Report (Project P2210)
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COMMITTEE ACTION:

The Engineering, Operations and Water Resources Committee reviewed this item in detail at a meeting held on February 21, 2007 and supported presentation to the full board.

CAPITAL IMPROVEMENT PROGRAM



**Fiscal Year 2007
Second Quarter**
(through December 31, 2006)



**I-905 Utility
Relocations**



**680-1
Recycled
Water Pump
Station -
Interior**



**450-1
Reservoir &
680-1 Pump
Station**

Background

- To keep up with growth and to meet our customers' expectations, District Staff prepared a six-year rolling CIP Report. The CIP report contains information about budget, allocations of funds, project costs, locations, descriptions, justifications and schedules.
- The approved CIP budget for FY07 consists of **91** projects that total **\$37.1 million**. These projects are broken down into four categories:
 1. Capital Facilities: **\$ 28.1 million**
 2. Replacement/Renewal: **\$ 3.9 million**
 3. Capital Purchases: **\$ 1.7 million**
 4. Developer Reimbursement: **\$ 3.4 million**

(continued)

Highlights

- Overall expenditures through the Second Quarter of Fiscal Year 2007 totaled approximately **\$14.9 million**, which is **80%** of our target expenditures through the second quarter.

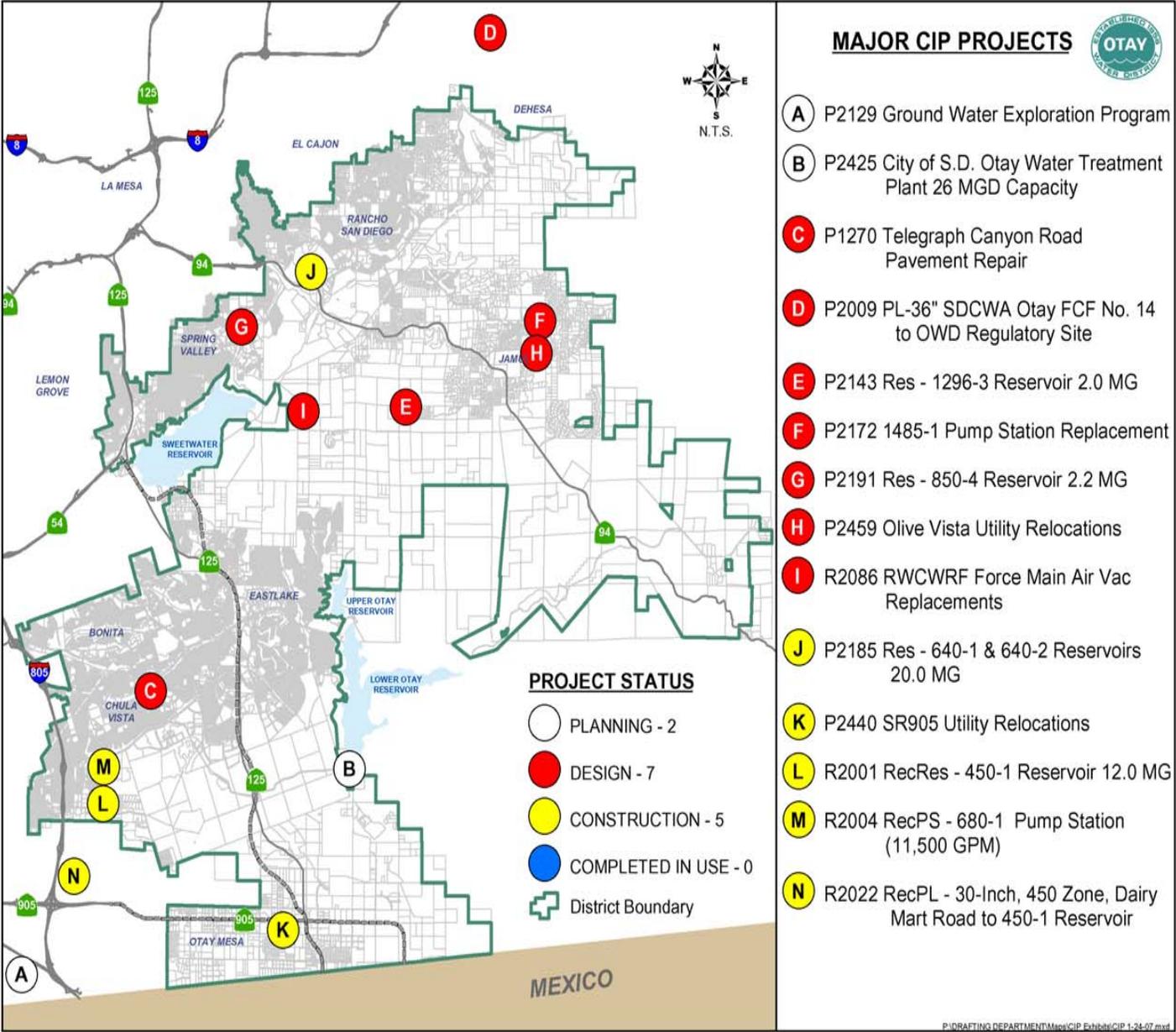
- Construction change orders are at **- 0.97%**.

FY07 Second Quarter Report

(through December 31, 2006)

CIP Cat	Description	FY07 Budget	FY07 Expenditures	% FY07 Budget Spent	Total LTD Budget	Total LTD Expenditures	% Budget Spent
1	Capital Facilities	\$28,058,000	\$13,464,000	48%	\$197,063,000	\$71,945,000	37%
2	Replacement/Renewal	\$3,930,000	\$683,000	17%	\$15,911,000	\$4,149,000	26%
3	Capital Purchases	\$1,725,000	\$793,000	46%	\$15,911,000	\$11,833,000	74%
4	Developer Reimbursement	\$3,409,000	\$21,000	1%	\$19,882,000	\$3,656,000	18%
	Total:	\$37,122,000	\$14,961,000	40%	\$248,767,000	\$91,582,000	37%

Major CIP Projects



Flagship CIP Projects in Construction



450-1 RESERVOIR AND 680-1 PUMP STATION



680-1 RECYCLED WATER PUMP STATION - INTERIOR

Reservoir and the Pump Station are under construction. Project is expected to be complete in the Spring of 2007.

(continued)



I-905 UTILITY RELOCATIONS



**30-INCH RECYCLED PIPELINE
FINAL TIE-IN – OLYMPIC PARKWAY**

Project started on 9/7/06 and is expected to be completed in May 2007. This project includes the relocation of two pipelines crossing under SR-905 and the abandonment of one pipeline, and the reconditioning of two seismic valve vaults.

Project was awarded to Ortiz for construction in May 2005. This pipeline will deliver recycled water from South Bay to the 450/680 Reservoir and Pump Station. Project is expected to be completed at the end of 2006.

(continued)



METER SHOP REMODEL

This project was awarded to Blair Rasmussen. The project is expected to be completed in January 2007.

Progress on Major Projects

□ 30-Inch Recycled Water Pipeline Project:

Key Component: Approximately 6 miles of 30-inch pipeline for recycled water from City of San Diego's South Bay Water Reclamation Plant (SBWRP) to Otay's 450-1 Reservoir and 680-1 Pump Station.

Schedule: Full Notice to Proceed given on September 28, 2005. Contract completion date was December 23, 2006. Notice of substantial completion has been provided to the contractor.

Cost: The construction project budget is 98% spent – \$14.5 million out of a total budget of \$14.7 million.

Significant Issues: All connections have been made to existing systems. Start up is expected in Spring 2007.

(continued)

□ 450-1 Recycled Reservoir and 680-1 Recycled Pump Station:

Key Component: 12,000 GPM (17.3 MGD) pump station delivering recycled water from 450-1 Reservoir to the 680 and 944 recycled water pressure zones.

Schedule: Construction started in late November 2005. Contract completion date is April 1, 2007.

Cost: The construction project budget is 87% spent - \$11.7 million out of a total budget of \$14.7 million.

Significant Issues: Construction is expected to be complete in the Spring of 2007. Start up and testing will be coordinated with the 30-Inch Recycled Water Pipeline Project.

(continued)

□ City of San Diego's Water Treatment Plant, Capacity:

- Key Component:** Acquire at least 30 MGD and up to 50 MGD of local treatment capacity from City of San Diego (City).
- Schedule:** Otay Board approved the SD17 POU with the City, SDCWA and Otay.
- Cost:** Only staff time has been budgeted; project cost is dependent upon negotiations outcome.
- Significant Issues:** The City will supply "Surplus Water" from Otay WTP to Otay per the current 1999 agreement.

The City has an opportunity to obtain a \$10,000,000 Matching Proposition 50 Grant for SD17 consisting of a pump station at the Alvarado WTP to pump up to 60 MGD into SDCWA Pipeline No. 4. SD17 is estimated to cost \$20,000,000. The District desires to acquire 50 MGD capacity. This project will provide an opportunity to the City to generate revenue from surplus capacity. To the District, this is an opportunity to save cost on water treatment while providing an additional source of water supply.

(continued)

❑ 640-1 and 640-2 Reservoir Project (20.0 MG):

Key Component: Construction of two (2) 10-MG prestressed circular reservoirs and associated piping.

Schedule: Notice to Proceed will be issued in January 2007. Project completion expected August 2008.

Significant Issues: Board awarded the construction to Pacific Hydrotech Corporation in December 2006.

Total budget: \$29.5 million

(continued)

□ **36-Inch Pipeline From FCF No. 14 to Regulatory Site Project:**

Key Component: Approximately 5 miles of 36-inch pipeline for potable water from Otay's FCF No. 14 to the Regulatory Site.

Schedule: Preparing preliminary design report and reviewing alternative alignments.

Cost: The project budget is \$18.5 million.

Significant Issues: Design is on schedule.

Consultant Contract Status

(through December 31, 2006)

CIP NO.	PROJECT TITLE	CONSULTANT	OPENED DATE	ORIGINAL CONTRACT AMOUNT	TOTAL CHANGE ORDERS	REVISED CONTRACT AMOUNT	APPROVED PAYMENT TO DATE	% CHANGE ORDERS	% CONTRACT COMPLETE	EST. COMP. DATE
PLANNING										
P1000	OWD SCADA Documentation	Westin	1/26/2005	\$420,000	\$0	\$420,000	\$418,946	0%	99%	06/30/07
P1210	Integrated Resources Plan	CDM	2/16/2006	\$225,000	\$0	\$225,000	\$193,500	0%	86%	06/30/07
PLANNING TOTALS				\$645,000	\$0	\$645,000	\$612,446	0%	95%	
DESIGN										
P1043	Cathodic Protection	DeC	12/20/2005	\$162,418	\$2,500	\$164,918	\$73,835	2%	45%	06/30/07
P1043	La Presa 36" Pipeline Inspection	Schiff Assoc	10/15/2005	\$110,000	\$0	\$110,000	\$7,451	0%	7%	06/30/07
P2009	36-inch Pipeline, SDCWA Otay FCF No. 14 to Reg Site	Infrastructure Engineering Corp	1/19/2006	\$1,333,808	\$0	\$1,333,808	\$51,669	0%	4%	12/09/09
P2022	30" Recycled Water Pipeline	Lee & Ro	9/22/2003	\$1,585,000	\$245,136	\$1,830,136	\$1,775,665	15%	97%	06/30/07
P2028	1485-2 Reservoir - Design	Daniel Boyle Engineering	5/10/1999	\$132,700	\$158,215	\$290,915	\$246,890	119%	85%	06/30/07
P2037	980-3 Reservoir - Structural	Simon Wong	10/31/2005	\$49,700	\$0	\$49,700	\$33,713	0%	68%	06/30/07
P2037	980-3 Reservoir - Construction Review	Infrastructure Engineering Corp	2/16/2006	\$5,000	\$0	\$5,000	\$2,292	0%	46%	06/30/07
P2037	980-3 Reservoir - Electrical Services	Engineering Partners Inc	3/13/2006	\$13,220	\$0	\$13,220	\$6,325	0%	48%	06/30/07
P2053	RWCWRF- R.O. Building Remodel	Awbrey, Cook, McGill Architects	1/4/2006	\$12,250	\$0	\$12,250	\$6,413	0%	52%	06/30/08
P2185	640-1 and 2 Reservoirs	Infrastructure Engineering Corp	11/1/2005	\$722,000	\$120,000	\$842,000	\$738,960	17%	88%	12/30/08
P2191	850-4 Reservoir - Structural	Nolte	12/7/2005	\$15,695	\$0	\$15,695	\$4,195	0%	27%	06/30/07
P2191	850-4 Reservoir - Appraisals	Bowen & Assoc	6/9/2006	\$8,500	\$0	\$8,500	\$6,500	0%	76%	06/30/07

(continued)

CIP NO.	PROJECT TITLE	CONSULTANT	OPENED DATE	ORIGINAL CONTRACT AMOUNT	TOTAL CHANGE ORDERS	REVISED CONTRACT AMOUNT	APPROVED PAYMENT TO DATE	% CHANGE ORDERS	% CONTRACT COMPLETE	EST. COMP. DATE
P2416	Sweetwater Authority - SR-125 Utility Relocation	Sweetwater Authority	2/23/2006	\$4,800	\$5,000	\$9,800	\$6,917	104%	71%	06/30/07
P2440	SR-905 Utility Relocations	HDR	7/9/2004	\$200,000	\$26,900	\$226,900	\$215,815	13%	95%	06/30/07
R2001/ R2004	450-1 Rec Reservoir / 680-1 Pump Station	MWH	3/1/2002	\$1,030,000	\$106,000	\$1,136,000	\$1,093,693	10%	96%	06/30/07
N/A	As-Needed Drafting Services	RBF	12/6/2006	\$45,000	\$0	\$45,000	\$0	0%	0%	06/30/07
N/A	As-Needed Drafting Services	J.C. Heden & Assoc	12/6/2006	\$45,000	\$0	\$45,000	\$0	0%	0%	06/30/07
DESIGN TOTALS				\$5,480,091	\$670,551	\$6,150,642	\$4,279,443	12%	70%	
PUBLIC SERVICES										
P2258	Recycled Water Irrigation Plancheck & Inspection (Ph. 1)	Berryman / Hennigar	3/30/2003	\$250,000	\$30,000	\$280,000	\$265,050	12%	95%	06/30/07
P2258	Recycled Water Irrigation Plancheck & Inspection (Ph. 2)	Boyle Eng	12/20/2004	\$230,000	\$40,000	\$270,000	\$210,561	17%	78%	06/30/07
P2258	Recycled Water Irrigation Plancheck and Inspection, Ph. 1	Boyle Eng	10/11/2005	\$250,000	\$0	\$250,000	\$96,323	0%	39%	06/30/07
PUBLIC SERVICES TOTALS				\$730,000	\$70,000	\$800,000	\$571,934	10%	71%	
CONSTRUCTION / INSPECTION										
R2022	30" Recycled Pipeline CM Services	RBF / Hirsch	6/28/2005	\$1,244,201	\$0	\$1,244,201	\$541,477	0%	44%	06/30/07
R2001/ R2004	450-1 Rec Reservoir / 680-1 Pump Station CM Services	Jacobs	12/15/2005	\$825,000	\$0	\$825,000	\$364,377	0%	44%	06/30/07
CONSTRUCTION/INSP. TOTALS				\$2,069,201	\$0	\$2,069,201	\$905,854	0%	44%	

(continued)

CIP NO.	PROJECT TITLE	CONSULTANT	OPENED DATE	ORIGINAL CONTRACT AMOUNT	TOTAL CHANGE ORDERS	REVISED CONTRACT AMOUNT	APPROVED PAYMENT TO DATE	% CHANGE ORDERS	% CONTRACT COMPLETE	EST. COMP. DATE
ENVIRONMENTAL										
Various	On-Call Environmental Services	Jones & Stokes	8/22/2006	\$100,000	\$0	\$100,000	\$41,098	0%	41%	08/22/09
P1253	HMA & Associated Mitigation Projects	Jones & Stokes	4/20/2006	\$566,444	\$0	\$566,444	\$118,038	0%	21%	03/01/08
P1253	Waste Discharge Permit	PBS&J	8/10/2006	\$119,580	\$0	\$119,580	\$48,429	0%	60%	06/30/07
P2037	980-3 Reservoir	BRG	9/30/2004	\$54,000	\$7,319	\$61,319	\$56,908	14%	93%	Complete
P2143	1296-3 Reservoir	BRG	5/8/2006	\$125,000	\$0	\$125,000	\$33,697	0%	27%	09/30/07
P2172	1485-1 Pump Station - Environmental	PBS&J	10/4/2006	\$41,255	\$0	\$41,255	\$0	0%	0%	06/30/07
S2015	Calavo Sewer Lift Station - Geotech	Ninyo & Moore	9/7/2006	\$8,770	\$0	\$8,770	\$8,770	0%	100%	Complete
ENVIRONMENTAL TOTALS				\$1,015,049	\$7,319	\$1,022,368	\$306,940	1%	30%	
GRAND TOTAL				\$9,939,341	\$747,870	\$10,687,211	\$6,676,617	8%	62%	

Contract Status

(through December 31, 2006)

CIP NO.	PROJECT TITLE	CONSTRUCTION CONTRACTOR	ORIGINAL CONTRACT AMOUNT	TOTAL CHANGE ORDERS	REVISED CONTRACT AMOUNT	TOTAL EARNED TO DATE	% OF CHANGE ORDERS *	% CONTRACT COMPLETE	EST. COMP. DATE
P2440	SR905 Utility Relocations	Zondiros	\$930,316	(\$2,200)	\$928,116	\$106,979	-0.24%	7%	May 2007
P2359	Meter Shop Remodel	Blair Rasmussen	\$60,747	\$1,823	\$62,570	\$0	3.00%	90%	Jan 2007
P2022	30" Recycled Water	Ortiz Corp	\$14,747,600	(\$41,141)	\$14,706,459	\$14,529,273	-0.28%	98%	March 2007
P2185	640-1 & 640-2 Reservoirs	Pacific Hydrotech Corp	\$24,894,000	\$0	\$24,894,000	\$0	0.00%	0%	Aug 2008
P2258	LOPS Access Road Paving	Koch-Armstrong	\$76,800	\$0	\$76,800	\$0	0.00%	0%	March 2007
R2001/ R2004	450-1 Recycled Reservoir / 680-1 Recycled Pump Station	TC Construction	\$14,740,000	(\$497,778)	\$14,242,222	\$10,549,577	-3.38%	87%	April 2007
TOTALS:			\$55,449,463	(\$539,296)	\$54,910,167	\$25,185,829	-0.97%	46%	

*** Change orders for projects this fiscal year continue to be below the industry average of 5-12%, which is an outstanding accomplishment.**

Expenditures

(through December 31, 2006)
(\$000)

Former CIP No.	Current CIP No.	Description	Project Manager	FY 07 Budget	Total Project Budget	Total Project Expenses	Remaining Total Project Balance	Total Percent Project Budget Spent	Comments
CAPITAL FACILITY PROJECTS									
008	P2008	PS - 980-2 Pump Station (25,000 GPM)	Ripperger	5	8,055	8,051	4	100%	Complete and accepted. Pending contractor claims and litigation
009	P2009	PL - 36-Inch, SDCWA Otay FCF No. 14 to Regulatory Site	Juybari	675	18,490	262	18,228	1%	IEC is gathering all necessary data for the pre-design report.
028	P2028	Res - 1485-2 Reservoir 1.6 MG	Ripperger	50	3,250	3,190	60	98%	Complete and accepted. Pending contractor claims and litigation
W033	P2033	PL - 16-Inch, 1296 Zone, Melody Rd. - Campo/Presilla	Ripperger	6	1,826	4	1,822	0%	Project deferred to future yers.
037	P2037	Res - 980-3 Reservoir 15.0 MG	Ripperger	50	13,204	542	12,662	4%	Project on hold due to toher higher priorities.
038	P2038	PL - 12-Inch, 978 Zone, Jamacha and Hidden Mesa Road Upsize and Replace.	Ripperger	80	1,575	85	1,490	5%	Project on hold pending RFP approval for consultant assistance.
040	P2040	Res - 1655-1 Reservoir 0.5 MG	Ripperger	45	2,055	475	1,580	23%	Developer driven.
129	P2129	Groundwater Exploration Program	Peasley	25	2,530	554	1,976	22%	FY total expenditures likelyl to be less than \$10,000.
143	P2143	Res - 1296-3 Reservoir 2.0 MG	Ripperger	345	3,379	202	3,177	6%	60% design in process.
168	P2168	Res - 803-4 Reservoir 6.0 MG	Ripperger	265	4,465	4,123	342	92%	Complete and accepted
172	P2172	PS - 1485-1 Pump Station Replacement	Ripperger	237	1,997	192	1,805	10%	30% design in progress.
185	P2185	Res - 640-1 Reservoir 20.0 MG	Ripperger	3,500	29,500	1,819	27,681	6%	Board approved a budget increase of \$2.5M in December 2006
190	P2190	PL - 10-Inch, 1485 Zone, Jamul Highlands Road to Presilla Drive	Ripperger	2	120	3	117	2%	Developer driven.
W191	P2191	Res - 850-4 Reservoir 2.2 MG	Ripperger	1,258	2,988	562	2,426	19%	Mitigation easement acquired.
W258	P2258	PS - Lower Otay Pump Station	Ripperger	105	7,805	1,980	5,825	25%	Access Road portion of project is underway.
295	P2295	624-1 Reservoir Disinfection Facility, Inlet/Outlet/Bypass and 613-1 Reservoir Demo.	Ripperger	500	4,500	3,936	564	87%	Complete and accepted. Pending contractor claims and litigation
W318	P2318	PL - 20-Inch, 657 Zone, Summit Cross-Tie and 36-Inch Main Connections	Ripperger	75	600	56	544	9%	On hold pending resources; lower priority.
W356	P2356	PL - 12-Inch, 803 Zone, Jamul Drive Permastran Pipeline Replacement	Ripperger	55	660	64	596	10%	30% plans in progress.
W357	P2357	PS - 657-1/850-1 Pump Station Demolition	Ripperger	5	300	0	300	0%	On hold pending resources; lower priority.
W370	P2370	Res - Dorchester Reservoir and Pump Station Demolition	Ripperger	23	100	13	87	13%	On hold pending resources; lower priority.
W387	P2387	PL - 12-Inch, 832 Zone, Steele Canyon Road - Via Caliente/Campo	Ripperger	25	400	47	353	12%	30% plans in progress.

(continued)

Former CIP No.	Current CIP No.	Description	Project Manager	FY 07 Budget	Total Project Budget	Total Project Expenses	Remaining Total Project Balance	Total Percent Project Budget Spent	Comments
W399	P2399	PL - 30-Inch, 980 Zone, 980 Reservoirs to Hunte Parkway	Ripperger	1	2,740	2,736	4	100%	Complete and accepted. Pending contractor claims and litigation
W422	P2422	Agency Interconnections	Ripperger	160	308	229	79	74%	Sweetwater interconnection completed.
W425	P2425	Otay WTP Capacity Purchase Agreement Negotiations	Peasley	20	100	48	52	48%	SD17 pump station roving water treatment supply POU under negotiation.
	P2441	NG/RAMAR Meter Replacements	Henderson	1,250	1,519	1,731	-212	114%	To be completed (100%) by 06/30/07
W447	P2447	Information Technology Meter Routing	Stevens	80	80	22	58	28%	Awaiting analysis of Phase 1 results.
W449	P2449	Information Technology Business Continuity	Stevens	225	300	47	253	16%	Accounting to add changes for data center completion.
W450	P2450	Otay River Groundwater Well Demineralization/Development	Peasley	5	5,000	0	5,000	0%	SWA awarded Prop 50 grant and scope of work to be developed by SWA about March 2007.
W451	P2451	Rosarito Desalination Facility Conveyance System	Peasley	2	1,000	0	1,000	0%	Proposition 50 grant for feasibility study effort was not awarded to Otay hence no expenditures for this FY contemplated.
W453	P2453	SR-11 Utility Relocations	Ripperger	5	2,300	0	2,300	0%	CalTrans driven.
W454	P2454	Vaults and Meter, Alta Road and Use Area	Ripperger	253	465	49	416	11%	In construction.
W457	P2457	Groundwater Development Otay Mountain	Peasley	50	6,500	0	6,500	0%	Pending outcome of Otay Mountain Well exploration effort per terms of an existing agreement, expenditures in FY 07 may not occur.
W441	P2458	AMR/Manual Meter Replacement	Henderson	361	7,513	142	7,371	2%	100% completed for FY-07.
R001	R2001	RecRes - 450-1 Reservoir 12.0 MG	Ripperger	4,300	9,967	7,654	2,313	77%	On schedule.
R003	R2003	RecRes - 680-1 Reservoir 3.4 MG	Ripperger	250	4,350	4,073	277	94%	Project complete and accepted. Negotiating reimbursement.
R004	R2004	RecPS - 680-1 Pump Station (11,500 GPM)	Ripperger	4,300	8,333	6,677	1,656	80%	On schedule.
R022	R2022	RecPL - 30-Inch, 450 Zone, Otay Valley - Dairy Mart/450-1 Reservoir	Ripperger	7,500	23,600	21,944	1,656	93%	Project ahead of schedule.
R034	R2034	RecRes - 860-1 Reservoir 4.0 MG	Ripperger	120	3,800	1	3,799	0%	Lower priority project.
R053	R2053	RWCWRF - R.O. Building Remodel and Office Furniture	Juybari	289	422	123	299	29%	Completed the contract document and advertised for construction.
R077	R2077	RecPL - 24-Inch, 860 Zone, Alta Road - Alta Gate/Airway	Ripperger	50	3,000	21	2,979	1%	Delayed due to higher priorities.
R081	R2081	RecPL - 16-Inch, 944 Zone, Lane Avenue - Proctor Valley/Pond No. 1	Ripperger	150	350	34	316	10%	Consultant working on 30% design.
R086	R2086	RWCWRF Force Main Air/Vac Replacements and Road Improvements	Ripperger	793	874	153	721	18%	Working on Section 7 consultation.

(continued)

Former CIP No.	Current CIP No.	Description	Project Manager	FY 07 Budget	Total Project Budget	Total Project Expenses	Remaining Total Project Balance	Total Percent Project Budget Spent	Comments
R087	R2087	RecPL - 16-Inch, 944 Zone, Wueste Road - Olympic Parkway/Otay Treatment Plant	Ripperger	100	3,598	12	3,586	0%	Delayed due to higher priorities.
R088	R2088	RecPL - 24-Inch, 860 Zone, County Property - Roll Reservoir/860-1 Recycled Reservoir	Ripperger	50	1,500	0	1,500	0%	Delayed due to higher priorities.
	R2089	North District Recycled Water (Regulatory Compliance)	Peasley	100	415	0	415	0%	Project is scheduled to begin within the 4th quarter of FY-07. Expenditure of \$10,000 for FY-07 expected.
	R2090	Water Recycling Facility Feasibility Study	Juybari	80	80			0%	RMC Water and Environmental has been selected to prepare the feasibility study.
S015	S2015	Calavo Lift Station Replacement	Ripperger	133	675	81	594	12%	Consultant working on 60% design.
W452	S2016	Pilot Study / Solar Panel Installation	Juybari	100	475	8	467	2%	Project on hold due to other higher priorities.
Total Capital Facilities Projects			Total:	28,058	197,063	71,945	125,038	37%	
RENEWAL & REPLACEMENTS									
W267	P2267	36-Inch Main Pumpouts and Air/Vacuum Ventilation Installations	Henderson	150	195	56	139	29%	Work is to begin 1/07.
W359	P2359	Operations EOC and Meter Shop Remodels and EOC Maps	Juybari	71	190	171	19	90%	This project is completed.
W366	P2366	APCD Engine Replacements and Retrofits	Coburn-Boyd	150	2,438	1,394	1,044	57%	The project is on track.
W382	P2382	Safety and Security Improvements	Burpeau	392	1,317	958	359	73%	Budget is understated in the District's Budget Book by \$625,000. This is an administrative error that will be corrected by Finance at mid-year.
W416	P2416	SR-125 Utility Relocations	Ripperger	210	700	553	147	79%	In construction.
W440	P2440	I-905 Utility Relocations	Ripperger	1,191	2,260	575	1,685	25%	In construction.
W456	P2456	District-Wide Air Vac Upgrades	Henderson	500	3,510	234	3,276	6.7%	On target.
	P2459	General Utility Relocation - Olive Vista Rd.	Ripperger	350	420	58	362	14%	Consultant working on 100% design.
S012	S2012	SVSD Outfall and RSD Replacement and OM Reimbursement	Peasley	916	4,881	151	4,730	3%	Expenditure typically is billed by SVSD in third quarter of the fiscal year.
Total Renewal & Replacements			Total:	3,930	15,911	4,149	11,762	26%	
CAPITAL PURCHASE PROJECTS									
W282	P2282	Vehicle Capital Purchases	Porras	266	2,172	1,140	1,032	53%	Cab and chassis have been ordered; however, the purchase of regular vehicles is pending due to possible vehicle-lease agreement.
W286	P2286	Field Equipment Capital Purchases	Porras	59	1,170	551	619	47%	All equipment has been purchased, except the 2,000 gallon stainless steel water tank.

(continued)

Former CIP No.	Current CIP No.	Description	Project Manager	FY 07 Budget	Total Project Budget	Total Project Expenses	Remaining Total Project Balance	Total Percent Project Budget Spent	Comments
W353	P2353	Information Technology System Enhancements and Replacements	Stevens	385	3,762	2,905	857	77%	Enhancements in progress.
W361	P2361	Information Technology GIS Enhancements	Stevens	315	1,795	1,267	528	71%	Staffing vacancies - on hold.
W363	P2363	Information Technology Utility Billing, Data Management, and Financial System	Stevens	300	6,300	5,595	705	89%	IT enhancements in process.
W443	P2443	Information Technology Mobile Services	Stevens	100	412	263	149	64%	FY-06 purchases delayed until FY-07.
W455	P2455	Data Cleansing Project	Stevens	300	300	111	189	37%	On track.
Total Capital Purchase Projects			Total:	1,725	15,911	11,833	4,078	74%	
DEVELOPER REIMBURSEMENT PROJECTS									
026	P2026	PL - 20-Inch, 850 Zone, Jamacha Boulevard - Regulatory Site/Trace Road	Ripperger	50	1,100	1,044	56	95%	Project Accepted
W070	P2070	PL - 16-Inch, 980 Zone, Pacific Bay Homes Road-Proctor Valley/1296 Hydro PS	Ripperger	500	500	0	500	0%	This project is operationally complete but not yet accepted.
W081	P2081	PL - 36-Inch, 980 Zone, Proctor Valley Road - PB Road/PB Bndy	Ripperger	1	546	299	247	55%	Complete, accepted, and reimbursed.
W104	P2104	PL - 12-Inch, 711 Zone, La Media Road - Birch/Rock Mountain	Ripperger	110	833	0	833	0%	This project has not yet started.
W107	P2107	PL - 12-Inch, 711 Zone, Rock Mountain Road - La Media/SR 125	Ripperger	195	722	0	722	0%	This project has not yet started.
W121	P2121	PL - 16-Inch, 711 Zone, Hunte Parkway - Olympic/EastLake	Ripperger	600	1,174	0	1,174	0%	Multiple projects within this CIP. Projects complete and accepted, processing reimbursements.
W133	P2133	PL - 16-Inch, 711 Zone, EastLake Parkway - Olympic/Brich	Ripperger	190	750	0	750	0%	Multiple projects within this CIP. One project accepted, one project 75% complete.
W134	P2134	PL - 16-Inch, 711 Zone, Birch Road - SR 125/EastLake	Ripperger	65	412	0	412	0%	Multiple projects within this CIP. One project accepted, one project 75% complete.
W164	P2164	PL - 20-Inch, 980 Zone, EastLake Parkway - Olympic/Birch	Ripperger	200	500	0	500	0%	Multiple projects within this CIP. One project accepted, one project 75% complete.
W205	P2205	PS - Rolling Hills Hydro Pump Station (1,400 GPM)	Ripperger	300	1,900	1,617	283	85%	Complete, accepted, and reimbursed.
W325	P2325	PL - 10" to 12" Oversize, 1296 Zone, PB Road - Rolling Hills Hydro PS/PB Bndy	Ripperger	45	46	0	46	0%	This project is operationally complete but not yet accepted.

(continued)

Former CIP No.	Current CIP No.	Description	Project Manager	FY 07 Budget	Total Project Budget	Total Project Expenses	Remaining Total Project Balance	Total Percent Project Budget Spent	Comments
W367	P2367	PL - 16-Inch, 980 Zone, Olympic Parkway - East Palomar/EastLake	Ripperger	1	1,500	235	1,265	16%	Three projects within this CIP. All complete and accepted, waiting for reimbursement request.
W402	P2402	PL - 12-Inch, 624 Zone, La Media Road - Village 7/Otay Valley	Ripperger	50	444	0	444	0%	This project has not yet started.
W414	P2414	PL - 12" to 16" Oversize, 803 Zone, Dehesa Road - Dehesa Meadow/OWD Bndy	Ripperger	25	275	142	133	52%	Project accepted. Potential litigation of claims.
W101	P2435	PL - 16-Inch, 711 Zone, Birch Road - La Media/SR 125	Ripperger	250	531	0	531	0%	Three projects within this CIP. All are 75% complete.
R031	R2031	RecPL - 12-Inch, 944 Zone, EastLake Parkway - Olympic/Birch	Ripperger	160	229	0	229	0%	Multiple projects within this CIP. One project accepted, one project 75% complete.
R033	R2033	RecPL - 12-Inch, 944 Zone, Birch Road - La Media/EastLake	Ripperger	230	788	0	788	0.0%	Multiple projects within this CIP. All are 75% complete.
R040	R2040	RecPL - 12-Inch, 680 Zone, Hunte Parkway - Olympic/EastLake	Ripperger	200	1,059	0	1,059	0%	Three projects within this CIP, two are complete and accepted, one is 75% complete.
R041	R2041	RecPL - 8-Inch, 944 Zone, EastLake Parkway - Birch/Rock Mountain	Ripperger	130	282	0	282	0%	Project is 75% complete.
R042	R2042	RecPL - 8-Inch, 944 Zone, Rock Mountain Road - SR 125/EastLake	Ripperger	1	141	0	141	0%	This project has not yet started.
R043	R2043	RecPL - 8-Inch, 944 Zone, Rock Mountain Road - La Media/SR 125	Ripperger	1	235	0	235	0%	Project is 75% complete.
R047	R2047	RecPL - 12-Inch, 680 Zone, La Media Road - Birch/Rock Mountain	Ripperger	100	435	0	435	0%	This project has not yet started.
R058	R2058	RecPL - 16-Inch, 860 Zone, Airway Road - Otay Mesa/Alta	Ripperger	1	2,000	319	1,681	16%	Multiple projects within this CIP. Two of many are complete, accepted, and reimbursed.
R082	R2082	RecPL - 24-Inch, 680 Zone, Olympic Parkway - Village 2/Heritage	Ripperger	1	1,747	0	1,747	0%	This project has not yet started.
R083	R2083	RecPL - 20-Inch, 680 Zone, Heritage Road - Village 2/Olympic	Ripperger	1	340	0	340	0%	This project has not yet started.
R084	R2084	RecPL - 20-Inch, 680 Zone, Village 2 - Heritage/La Media	Ripperger	1	971	1	970	0%	This project has not yet started.
R085	R2085	RecPL - 20-Inch, 680 Zone, Village 2 - High School/Olympic	Ripperger	1	422	0	422	0%	This project has not yet started.
		Total Developer Reimbursement Projects	Total:	3,409	19,882	3,656	16,226	18%	
GRAND TOTAL				\$37,122	\$248,767	\$91,582	\$157,105	37%	

AGENDA ITEM 6b



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	March 7, 2007
SUBMITTED BY:	Hossein Juybari <i>H. Juybari</i> Senior Civil Engineer	PROJECT/SUBPROJECT:	N/A DIV. 5 NO.
APPROVED BY: (Chief)	Rod Posada <i>R. Posada</i> Chief, Engineering		
APPROVED BY: (Asst. GM):	Manny Magaña <i>M. Magaña</i> Assistant General Manager, Engineering and Operations		
SUBJECT:	Informational Item on the Regional Training Facility		

GENERAL MANAGER'S RECOMMENDATION:

This is an informational item only. No Action is required on the part of the Engineering and Operations Committee or the Board.

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

This is an informational item only, to update and inform the Board on the status of the proposed regional training facility.

ANALYSIS:

During calendar year 2006, Otay Water District's General Manager and San Miguel Consolidated Fire Protection Fire Chief had several discussions on the creation of a Regional Training Facility. Preliminary discussions indicated that both agencies can share resources and build a training facility at the Otay Water District (District) Regulatory Site, located at 11880 Campo Road in Spring Valley, California (Exhibit A). This training facility will be used by the District, the San Miguel Consolidated Fire Protection District (San Miguel Fire), and San Diego Gas & Electric for personnel training purposes.

The proposed 2.5 acre training facility site is located within the District's 70 acre Regulatory Site. The Training Center will be comprised of separate training areas to include confined space training, trench and shoring training, and a fire department training facility (burn building). Additional

components to the site would include a portable classroom and parking for large and passenger vehicles.

Two alternative access routes from Campo Road to the Regional Training Facility Site were studied by District staff (Exhibit B) in August 2006. Alternative 1 uses the west gate as an entry. Alternative 2 uses the east gate as an entry. Both alternatives use existing access roads and both will require construction of a new access road.

Alternative 1 requires the construction of a 900 linear foot (lf) access road that begins at the existing access road, 600 feet north of Campo Road. Its alignment follows the path of an existing unpaved road and connects to an existing gate located between the 520-1 and 520-2 Reservoirs. An additional "radius easement" will need to be acquired for this alternative.

Alternative 2 requires the construction of a 475 lf access road that will begin just north of the Regulatory Site security gate. Its alignment accommodates a 40' turning radius and runs through the proposed demolition site of the 520-1 Reservoir. This alignment requires relocation of critical existing water pipelines and appurtenances. Also, in the vicinity of this access road the 640 Reservoirs Project's (CIP P2185) Scope of Work includes demolition of the 520-1 Reservoir and some existing piping and appurtenances. The complete removal of these abandoned facilities will be required for this alternative.

Alternative 1 was selected as the proposed access route to the Regional Training Facility. This decision was based primarily on the amount of existing utility relocation work involved, the critical nature of existing water pipeline relocation work and access road construction costs.

The existing access roads that will be used for Alternative 1 are within District property. The proposed 900 lf access road, however, is within an existing easement (refer to E of Exhibit B). This easement was granted to the District from *Pacific Southwest District of the Wesleyan Church* (Wesleyan Church) for pipeline purposes and rights of ingress and egress for water and sewer operations. It will need to be renegotiated to include the Regional Training Facility as a "use" area and also to allow the construction and maintenance of the new access road. In addition, a small portion of the proposed access road is outside of this easement. Negotiations with Wesleyan Church will also

include the acquisition of a "radius easement" for this portion of the road (refer to F of Exhibit B). As shown in Exhibit B, Wal-Mart is the current owner of assessor parcel maps 506-010-56, 506-010-62, 506-010-63, 506-010-65.

San Miguel Fire has two major sources of funding for design and construction of the Regional Training Facility project. They have acquired \$700,000 from the SB 288 Indian Gaming Grants in April 2006, as well as a \$2.5 million commitment from a separate tribe associated with mitigation funds.

Architectural services and civil engineering services were acquired by San Miguel Fire for the design work during October 2006. Site design will also include offsite improvements to existing access roads. These access roads, where the desired access traffic will occur, vary in size from 14 feet to 18 feet wide. They will be widened to a minimum of 24 feet to comply with the fire apparatus access road requirements under the County Fire Code of the San Diego Code of Regulatory Ordinances. In addition, coordination with the 640 Reservoirs project will be required, as it is likely there will be concurrent construction.

San Miguel Fire will be the lead agency on this project. Otay staff will provide technical support to obtain all necessary permits and easements for the project. Otay staff also will work with San Miguel Fire department to negotiate an agreement between both agencies for this joint venture. The District will not have the responsibility to reimburse San Miguel Fire for the construction of the access road and training facility.

FISCAL IMPACT:

RLB

None at this time. A CIP budget will be established during the FY 2008 budget process so that Otay staff can charge their time to the project.

STRATEGIC GOAL:

This project supports the District's Mission statement, "To provide the best quality of water and wastewater services to the customers of Otay Water District, in a professional, effective, efficient, and sensitive manner...". This project fulfills the District's strategic goals to "Train and Develop at all levels."

LEGAL IMPACT: _____

None.



General Manager

HJ/RR/RP

Exhibits

Attachment

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ATTACHMENT A

SUBJECT/PROJECT:

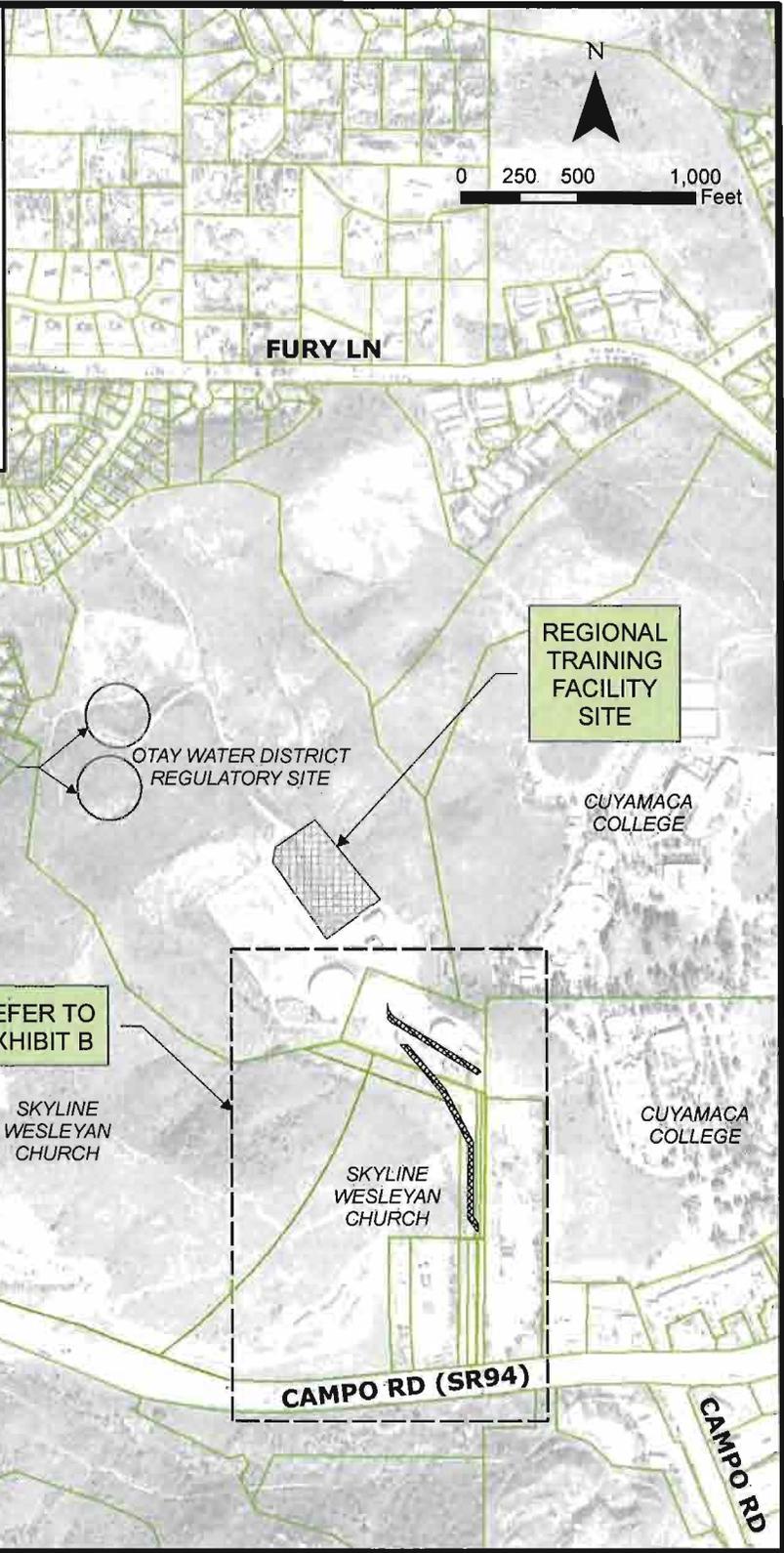
Informational Item on Regional Training Facility

COMMITTEE ACTION:

The Engineering, Operations and Water Resources Committee reviewed this item at a meeting held on February 21, 2007. The following comments were made:

- The Regional Training Center was initiated from discussions between Otay's General Manager and San Miguel Consolidated Fire Protection's Fire Chief.
- The facility will be utilized by Otay, San Miguel Fire and San Diego Gas & Electric for training purposes.
- The proposed training facility would be built on a 2.5 acre parcel located in the District's 70 acre Regulatory Site.
- Otay will lease the land to San Miguel Fire and they will be responsible to build, maintain and secure the facilities / property.
- Staff reviewed with Committee the two possible access roads proposed for the facilities and the easements that will be required.
- San Miguel Fire has secured two grants in the amount of \$700,000 and \$2.5 million for the training facility project.
- The training facility will include a 3,000 sq. foot office building, 5-story training tower with a 2-story residential / commercial structure, fire rescue helicopter training, trench and confined space rescue.

Upon completion of the discussion, the Committee supported staff's recommendation and forwarding to the Board of Directors as an information item.



P:\WORKING\Fire Dept. Training Facility\Graphics\Exhibits-Figures\Exhibit A-Staff Report_2-12-07.mxd

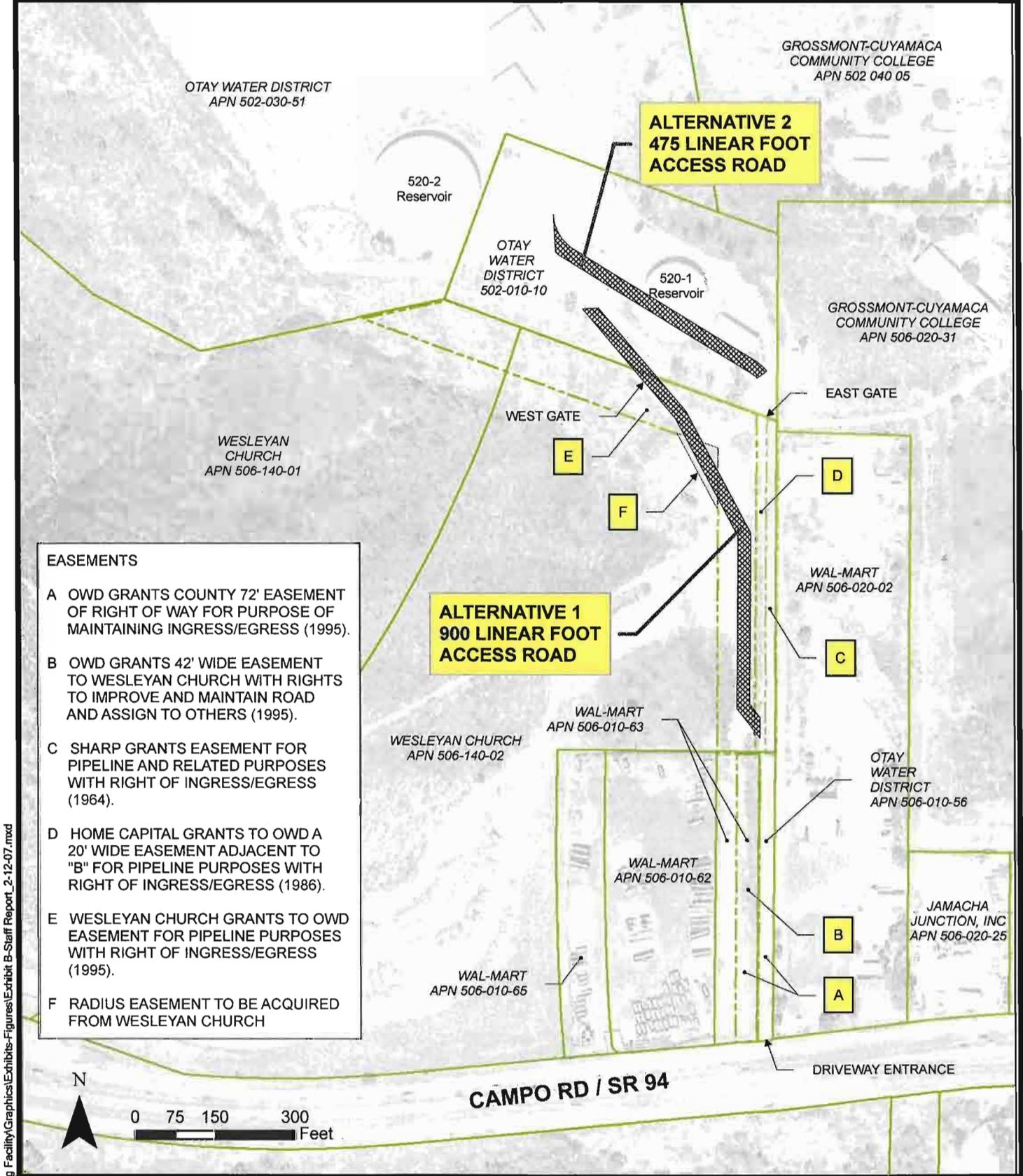


OTAY WATER DISTRICT

SAN DIEGO COUNTY
REGIONAL TRAINING FACILITY SITE

SITE PLAN

EXHIBIT A



- EASEMENTS**
- A OWD GRANTS COUNTY 72' EASEMENT OF RIGHT OF WAY FOR PURPOSE OF MAINTAINING INGRESS/EGRESS (1995).
 - B OWD GRANTS 42' WIDE EASEMENT TO WESLEYAN CHURCH WITH RIGHTS TO IMPROVE AND MAINTAIN ROAD AND ASSIGN TO OTHERS (1995).
 - C SHARP GRANTS EASEMENT FOR PIPELINE AND RELATED PURPOSES WITH RIGHT OF INGRESS/EGRESS (1964).
 - D HOME CAPITAL GRANTS TO OWD A 20' WIDE EASEMENT ADJACENT TO "B" FOR PIPELINE PURPOSES WITH RIGHT OF INGRESS/EGRESS (1986).
 - E WESLEYAN CHURCH GRANTS TO OWD EASEMENT FOR PIPELINE PURPOSES WITH RIGHT OF INGRESS/EGRESS (1995).
 - F RADIUS EASEMENT TO BE ACQUIRED FROM WESLEYAN CHURCH



P:\WORKING\Fire Dept Training Facility\Graphics\Exhibits\Figures\Exhibit B-Staff Report_2-12-07.mxd



OTAY WATER DISTRICT
 SAN DIEGO COUNTY
 REGIONAL TRAINING FACILITY SITE
 EASEMENT AND PARCEL OWNERSHIP

EXHIBIT B



AGENDA ITEM 7a

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	March 7, 2007
SUBMITTED BY:	Sean Prendergast, 	W.O./G.F. NO:	DIV. NO. All
	Payroll/AP Supervisor		
APPROVED BY:	Joseph R. Beachem, 	Chief Financial Officer	
(Chief)			
APPROVED BY:	German Alvarez 	Assistant General Manager	
(Asst. GM):			
SUBJECT:	Director's Expenses for the 2nd Quarter of Fiscal Year 2007		

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 2007.

ANALYSIS:

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

FISCAL IMPACT: 

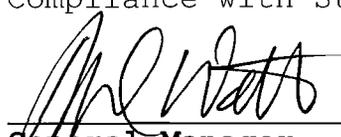
None.

STRATEGIC GOAL:

Prudently manage District funds.

LEGAL IMPACT: _____

Compliance with State law.



General Manager

Attachments:

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



ATTACHMENT A

SUBJECT/PROJECT:	Director's Expenses for the 2nd Quarter of Fiscal Year 2007
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COMMITTEE ACTION:

The Finance, Administration and Communications Committee received staffs' report at a meeting held on February 21, 2007 and supported presentation to the full board.

Attachment B

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

**FINANCE AND ADMINISTRATION COMMITTEE MEETING
FEBRUARY 21, 2007**

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

- Fiscal Year 2007, 2nd Quarter
- The expenses are shown in detail by Board member, month and expense type.
- This presentation is in alphabetical order.
- This information was presented to the Finance and Administration Committee on February 21, 2007

Board of Directors' Expenses and Per-Diems
Fiscal Year 2007 Quarter 2 (Oct 06- Dec 06)

• Director Bonilla	0.00
• Director Breitfelder	\$1,372.05
• Director Croucher	\$800.00
• Director Lopez	\$1,271.65
• Director Robak	<u>\$2,105.53</u>
• Total	\$5,594.23

Director Bonilla

Fiscal Year 2007 Quarter 2

	<u>Oct_06</u>	<u>Nov_06</u>	<u>Dec_06</u>	Qtr2
• Mileage Business				
• Mileage Commute				
• Conference				
• Travel				
• Director's Fees	_____	_____	_____	
•				
• Monthly Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
• Meetings Attended	Director Bonilla does not request			
• Meetings Paid	Per-Diem reimbursements.			
• Quarterly Total				
• Fiscal Year-to-Date 2007 (Jul06-Dec06)				

Director Brietfelder

Fiscal Year 2007 Quarter 2

	<u>Oct_06</u>	<u>Nov_06</u>	<u>Dec_06</u>	Qtr2
• Mileage Business				
• Mileage Commute			40.05	
• Business Meetings		132.00		
• Seminars & Travel				
• Director's Fees	<u>400.00</u>	<u>400.00</u>	<u>400.00</u>	
• Monthly Totals	<u>400.00</u>	<u>532.00</u>	<u>440.05</u>	
• Meetings Attended	14	10	15	
• Meetings Paid	4	4	4	
• Quarterly Total				1,372.05
• Fiscal Year-to-Date 2007 (Jul06-Dec06)				2,711.71

Director Croucher

Fiscal Year 2007 Quarter 2

	<u>Oct_06</u>	<u>Nov_06</u>	<u>Dec_06</u>	Qtr2
• Mileage Business				
• Mileage Commute				
• Director's Fees	300.00	300.00	200.00	
• Seminars				
• Business Meeting				
• Monthly Totals	<u>300.00</u>	<u>300.00</u>	<u>200.00</u>	
•				
• Meetings Attended	6	3	4	
• Meetings Paid	3	3	2	
• Quarterly Total				800.00
• Fiscal Year-to-Date 2007 (Jul06-Dec06)				1,600.00

Director Lopez

Fiscal Year 2007 Quarter 2

	<u>Oct_06</u>	<u>Nov_06</u>	<u>Dec_06</u>	Qtr2
• Mileage Business				
• Mileage Commute	36.05	17.80	17.80	
• Travel				
• Director's Fees	500.00	300.00	400.00	
• Conference				
• Monthly Totals	<u>536.05</u>	<u>317.80</u>	<u>417.80</u>	
• Meetings Attended	5	3	4	
• Meetings Paid	5	3	4	
• Quarterly Total				1,271.65
• Fiscal Year-to-Date 2007 (Jul06-Dec06)				2,306.75

Director Robak

Fiscal Year 2007 Quarter 2

	<u>Oct_06</u>	<u>Nov_06</u>	<u>Dec_06</u>	Qtr2
• Mileage Business	47.62	45.39	49.84	
• Mileage Commute	3.56	5.34	1.78	
• Business Meetings	20.00	32.00		
• Director's Fees	600.00	700.00	600.00	
• Conference				
• Monthly Totals	<u>671.18</u>	<u>782.73</u>	<u>651.62</u>	
• Meetings Attended	7	7	7	
• Meetings Paid	6	7	6	
Quarterly Total				2,105.53
• Fiscal Year-to-Date 2007 (Jul06-Dec06)				4,134.48

Board of Directors' Expenses and Per Diems
Fiscal Year 2007 to Date (Jul 06- Dec 06)

• Director Bonilla	0.00
• Director Breitfelder	\$2,711.71
• Director Croucher	\$1,600.00
• Director Lopez	\$2,306.75
• Director Robak	<u>\$4,134.48</u>
• Total	\$10,752.94

Board of Directors' Expenses and Per Diems
Fiscal Year 2007 to Date (Jul 06- Jun 07) **Projected**

• Director Bonilla	0.00
• Director Breitfelder	\$5,423.00
• Director Croucher	\$3,200.00
• Director Lopez	\$4,614.00
• Director Robak	<u>\$8,270.00</u>
• Total	\$21,507.00

**OTAY WATER DISTRICT
ADMINISTRATIVE EXPENSES - BOARD
July 1, 2006 - December 31, 2006**

	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Total
JAIME BONILLA (DETAILED IN SECTION D):													
5211 Mileage - Commuting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5211 Mileage - Business	-	-	-	-	-	-	-	-	-	-	-	-	-
5212 Travel	-	-	-	-	-	-	-	-	-	-	-	-	-
5214 Business meetings	-	-	-	-	-	-	-	-	-	-	-	-	-
5114 Director's fees	-	-	-	-	-	-	-	-	-	-	-	-	-
5241 Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
5213 Seminars and conferences	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
LARRY BREITFELDER (DETAILED IN SECTION E):													
5211 Mileage - Commuting	\$ 26.70	\$ 13.35	\$ 26.70	\$ -	\$ -	\$ 40.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 106.80
5211 Mileage - Business	55.18	13.35	37.38	-	-	-	-	-	-	-	-	-	105.91
5212 Travel	-	-	-	-	-	-	-	-	-	-	-	-	-
5214 Business meetings	60.00	32.00	20.00	-	132.00	-	-	-	-	-	-	-	244.00
5114 Director's fees	400.00	200.00	400.00	400.00	400.00	400.00	-	-	-	-	-	-	2,200.00
5241 Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
5213 Seminars and conferences	-	-	55.00	-	-	-	-	-	-	-	-	-	55.00
Total	\$ 541.88	\$ 258.70	\$ 539.08	\$ 400.00	\$ 532.00	\$ 440.05	\$ -	\$ 2,711.71					
GARY D. CROUCHER (DETAILED IN SECTION F):													
5211 Mileage - Commuting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5211 Mileage - Business	-	-	-	-	-	-	-	-	-	-	-	-	-
5212 Travel	-	-	-	-	-	-	-	-	-	-	-	-	-
5214 Business meetings	-	-	-	-	-	-	-	-	-	-	-	-	-
5114 Director's fees	100.00	300.00	400.00	300.00	300.00	200.00	-	-	-	-	-	-	1,600.00
5241 Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
5213 Seminars and conferences	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	\$ 100.00	\$ 300.00	\$ 400.00	\$ 300.00	\$ 300.00	\$ 200.00	\$ -	\$ 1,600.00					
JOSE LOPEZ (DETAILED IN SECTION G):													
5211 Mileage - Commuting	\$ 13.35	\$ 26.70	\$ 40.05	\$ 36.05	\$ 17.80	\$ 17.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 151.75
5211 Mileage - Business	-	-	-	-	-	-	-	-	-	-	-	-	-
5212 Travel	-	-	-	-	-	-	-	-	-	-	-	-	-
5214 Business meetings	-	-	-	-	-	-	-	-	-	-	-	-	-
5281 Director's fees	200.00	300.00	400.00	500.00	300.00	400.00	-	-	-	-	-	-	2,100.00
5241 Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
5213 Seminars and conferences	-	-	55.00	-	-	-	-	-	-	-	-	-	55.00
Total	\$ 213.35	\$ 326.70	\$ 495.05	\$ 536.05	\$ 317.80	\$ 417.80	\$ -	\$ 2,306.75					
MARK ROBAK (DETAILED IN SECTION H):													
5211 Mileage - Commuting	\$ 1.78	\$ 5.34	\$ 5.34	\$ 3.56	\$ 5.34	\$ 1.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23.14
5211 Mileage - Business	46.28	44.06	31.15	47.62	45.39	49.84	-	-	-	-	-	-	264.34
5212 Travel	-	-	-	-	-	-	-	-	-	-	-	-	-
5214 Business meetings	40.00	-	-	20.00	32.00	-	-	-	-	-	-	-	92.00
5114 Director's fees	600.00	700.00	500.00	600.00	700.00	600.00	-	-	-	-	-	-	3,700.00
5241 Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
5213 Seminars and conferences	-	-	55.00	-	-	-	-	-	-	-	-	-	55.00
Total	\$ 688.06	\$ 749.40	\$ 591.49	\$ 671.18	\$ 782.73	\$ 651.62	\$ -	\$ 4,134.48					
TOTALS:													
5211 Mileage - Commuting	\$ 41.83	\$ 45.39	\$ 72.09	\$ 39.61	\$ 23.14	\$ 59.63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 281.69
5211 Mileage - Business	101.46	57.41	68.53	47.62	45.39	49.84	-	-	-	-	-	-	370.25
5212 Travel	-	-	-	-	-	-	-	-	-	-	-	-	-
5214 Business meetings	100.00	32.00	20.00	20.00	164.00	-	-	-	-	-	-	-	336.00
5114 Director's fees	1,300.00	1,500.00	1,700.00	1,800.00	1,700.00	1,600.00	-	-	-	-	-	-	9,600.00
5241 Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
5213 Seminars and conferences	-	-	165.00	-	-	-	-	-	-	-	-	-	165.00
Total	\$ 1,543.29	\$ 1,634.80	\$ 2,025.62	\$ 1,907.22	\$ 1,932.53	\$ 1,709.47	\$ -	\$ 10,752.94					

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2006 THROUGH SEPTEMBER 30, 2006**

**ATTACHMENT D
SECTION D**

NAME OF DIRECTOR: **JAIME BONIILA**

ACCOUNT NAME	DATE	DESCRIPTION	AMOUNT
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Total			
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Grand Total			
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**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2006 THROUGH SEPTEMBER 30, 2006**

**ATTACHMENT E
SECTION E**

NAME OF DIRECTOR: BREITFELDER, LARRY

ACCOUNT NAME	DATE	DESCRIPTIONS	AMOUNT
5213 Conferences and Seminars			
	9/29/2006	2006 WATER CONSERVATION SUMMIT	55.00
5213 Conferences and Seminars Total			55.00
5214 Business Meetings			
	7/18/2006	COUNCIL OF WATER UTILITIES BREAKFAST MEETING	20.00
	7/20/2006	WATER AGENCIES ASSOCIATION OF SD QTRLY MEETING	40.00
	8/17/2006	CSDA QUARTERLY DINNER MEETING	32.00
	9/19/2006	COUNCIL OF WATER UTILITIES BREAKFAST MEETING	20.00
	11/16/2006	COUNCIL OF WATER UTILITIES BREAKFAST MEETING	20.00
		CSDA QUARTERLY DINNER MEETING	32.00
	11/21/2006	COUNCIL OF WATER UTILITIES BREAKFAST MEETING	40.00
		WATER AGENCIES ASSOCIATION OF SD QTRLY MEETING	40.00
5214 Business Meetings Total			244.00
5281 Director's Fees			
	7/5/2006	REGULAR BOARD MEETING	100.00
	7/18/2006	COUNCIL OF WATER UTILITIES	100.00
	7/21/2006	FINANCE & ADMINISTRATION COMMITTEE MEETING	100.00
	7/25/2006	WATER CONSERVATION GARDEN COMMITTEE MEETING	100.00
	8/2/2006	REGULAR BOARD MEETING	100.00
	8/7/2006	CSDA QUARTERLY DINNER MEETING	100.00
	9/6/2006	REGULAR BOARD MEETING	100.00
	9/19/2006	COUNCIL OF WATER UTILITIES	100.00
	9/25/2006	OTAY WORKSHOP	100.00
	9/29/2006	WATER CONSERVATION GARDEN COMMITTEE MEETING	100.00
	10/4/2006	REGULAR BOARD MEETING	100.00
	10/18/2006	COMMUNICATIONS COMMITTEE MEETING	100.00
	11/1/2006	REGULAR BOARD MEETING	100.00
	12/6/2006	REGULAR BOARD MEETING	100.00
	12/19/2006	COUNCIL OF WATER UTILITIES	100.00
	10/17/2006	COUNCIL OF WATER UTILITIES	100.00

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2006 THROUGH SEPTEMBER 30, 2006**

NAME OF DIRECTOR: BREITFELDER, LARRY

ACCOUNT NAME	DATE	DESCRIPTIONS	AMOUNT
	<u>10/19/2006</u>	WATER CONSERVATION GARDEN AD-HOC BUDGET COMMITTEE	100.00
	<u>11/16/2006</u>	CSDA QUARTERLY DINNER MEETING	100.00
	<u>12/4/2006</u>	COMMUNICATIONS COMMITTEE MEETING	100.00
	<u>11/21/2006</u>	COUNCIL OF WATER UTILITIES	100.00
	<u>11/27/2006</u>	ENGINEERING & OPERATIONS COMMITTEE MEETING	100.00
	<u>12/27/2006</u>	FINANCE & ADMINISTRATION COMMITTEE MEETING	100.00
5281 Director's Fees Total			2,200.00
5211 Mileage - Business			
	<u>7/31/2006</u>	MEETING - JULY 18 & 25, 2006	55.18
	<u>8/30/2006</u>	MEETING - AUGUST 2, 2006	13.35
	<u>9/30/2006</u>	MEETING - SEPTEMBER 19, 2006	37.38
5211 Mileage - Business Total			105.91
5211 Mileage - Commuting			
	<u>7/31/2006</u>	MEETING - JULY 5 & 21, 2006	26.70
	<u>8/30/2006</u>	MEETING - AUGUST 17, 2006	13.35
	<u>9/30/2006</u>	MEETING - SEPTEMBER 6 & 25, 2006	26.70
	<u>12/31/2006</u>	MEETING - DECEMBER 4, 6 & 27, 2006	40.05
5211 Mileage - Commuting Total			106.80
Grand Total			\$ 2,711.71

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2006 THROUGH SEPTEMBER 30, 2006**

**ATTACHMENT F
SECTION F**

NAME OF DIRECTOR: CROUCHER, GARY

ACCOUNT NAME	DATE	DESCRIPTIONS	AMOUNT
5281 Director's Fees	7/5/2006		
		REGULAR BOARD MEETING	\$ 100.00
	8/2/2006	REGULAR BOARD MEETING	100.00
	8/7/2006	SPECIAL BOARD MEETING	100.00
	8/23/2006	ENGINEERING & OPERATIONS COMMITTEE MEETING	100.00
	9/6/2006	REGULAR BOARD MEETING	100.00
	9/22/2006	ENGINEERING & OPERATIONS COMMITTEE MEETING	100.00
	9/25/2006	ANNUAL BOARD RETREAT	100.00
	9/26/2006	AD HOC COMMITTEE - REVIEW POLICY 8	100.00
	10/4/2006	REGULAR BOARD MEETING	100.00
	10/6/2006	AD HOC COMMITTEE - EMPLOYEE NEGOTIATIONS	100.00
	10/18/2006	ENGINEERING & OPERATIONS COMMITTEE MEETING	100.00
	11/1/2006	REGULAR BOARD MEETING	100.00
	11/15/2006	ENGINEERING & OPERATIONS COMMITTEE MEETING	100.00
	11/29/2006	WATER RESOURCES & SECURITY COMMITTEE	100.00
	12/18/2006	ENGINEERING & OPERATIONS COMMITTEE MEETING	100.00
	12/20/2006	AD HOC COMMITTEE - EMPLOYEE NEGOTIATIONS	100.00
5281 Director's Fees Total			1,600.00
Grand Total			\$ 1,600.00

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2006 THROUGH SEPTEMBER 30, 2006**

**ATTACHMENT G
SECTION G**

NAME OF DIRECTOR: LOPEZ, JOSE

ACCOUNT NAME	DATE	DESCRIPTIONS	AMOUNT
5213 Conferences and Seminars	9/29/2006	2006 WATER CONSERVATION SUMMIT	\$ 55.00
5213 Conferences and Seminars Total			55.00
5281 Director's Fees	7/5/2006	REGULAR BOARD MEETING	100.00
	7/31/2006	JOINT AGENCY MEETING	100.00
	8/2/2006	REGULAR BOARD MEETING	100.00
	8/7/2006	SPECIAL BOARD MEETING	100.00
	8/21/2006	FINANCE & ADMINISTRATION COMMITTEE MEETING	100.00
	9/6/2006	REGULAR BOARD MEETING	100.00
	9/20/2006	FINANCE & ADMINISTRATION COMMITTEE MEETING	100.00
	9/22/2006	ENGINEERING & OPERATIONS COMMITTEE MEETING	100.00
	9/25/2006	OTAY WORKSHOP	100.00
	10/4/2006	REGULAR BOARD MEETING	100.00
	10/6/2006	AD HOC COMMITTEE - EMPLOYEE NEGOTIATIONS	100.00
	10/18/2006	ENGINEERING & OPERATIONS COMMITTEE MEETING	100.00
	11/1/2006	REGULAR BOARD MEETING	100.00
	11/15/2006	ENGINEERING & OPERATIONS COMMITTEE MEETING	100.00
	12/18/2006	ENGINEERING & OPERATIONS COMMITTEE MEETING	100.00
	12/20/2006	AD HOC NEGOTIATION COMMITTEE	100.00
	10/20/2006	FINANCE & ADMINISTRATION COMMITTEE MEETING	100.00
	10/25/2006	AGENDA BRIEFING WITH GENERAL MANAGER	100.00
	11/20/2006	FINANCE & ADMINISTRATION COMMITTEE MEETING	100.00
	12/6/2006	REGULAR BOARD MEETING	100.00
	12/19/2006	STATE MANDATED ETHICS TRAINING	100.00
5281 Director's Fees Total			2,100.00

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1, 2006 THROUGH SEPTEMBER 30, 2006**

**ATTACHMENT G
SECTION G**

NAME OF DIRECTOR: LOPEZ, JOSE

ACCOUNT NAME	DATE	DESCRIPTIONS	AMOUNT
5211 Mileage - Commuting			
	<u>7/31/2006</u>	MEETING - JULY 5 & 31, 2006	13.35
	<u>8/31/2006</u>	MEETING - AUGUST 2, 7 & 21, 2006	26.70
	<u>9/30/2006</u>	MEETING - SEPTEMBER 6, 20, 22 & 25, 2006	40.05
	<u>10/31/2006</u>	MEETING - OCTOBER 4, 6, 18, 20 & 25, 2006	36.05
	<u>11/30/2006</u>	MEETING - NOVEMBER 1 & 20, 2006	17.80
	<u>12/31/2006</u>	MEETING - DECEMBER 6 & 19, 2006	17.80
5211 Mileage - Commuting Total			151.75
Grand Total			\$ 2,306.75

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1 , 2006 THROUGH SEPTEMBER 30, 2006**

**ATTACHMENT H
SECTION H**

NAME OF DIRECTOR ROBAK, MARK

ACCOUNT NAME	DATE	DESCRIPTIONS	AMOUNT
5213 Conferences and Seminars			
	9/29/2006	2006 WATER CONSERVATION SUMMIT	\$ 55.00
5213 Conferences and Seminars Total			55.00
5214 Business Meetings			
	7/20/2006	WATER AGENCIES ASSOCIATION OF SD QTRLY MEETING	40.00
	10/17/2006	COUNCIL OF WATER UTILITIES BREAKFAST MEETING	20.00
	11/16/2006	CSDA QUARTERLY DINNER MEETING	32.00
5214 Business Meetings Total			92.00
5281 Director's Fees			
	7/5/2006	REGULAR BOARD MEETING	100.00
	7/6/2006	METRO COMMISSION	100.00
	7/12/2006	WATER CONSERVATION GARDEN COMMITTEE MEETING	100.00
	7/17/2006	CUYAMACA COLLEGE WATER-WISE AA DEGREE PROGRAM	100.00
	7/19/2006	SWEETWATER AUTHORITY OPERATIONS COMMITTEE	100.00
	7/21/2006	FINANCE & ADMINISTRATION COMMITTEE MEETING	100.00
	8/2/2006	REGULAR BOARD MEETING	100.00
	8/3/2006	METRO COMMISSION	100.00
	8/7/2006	INTEGRATED RESOURCE PLANNING WORKSHOP	100.00
	8/8/2006	COMMUNICATIONS COMMITTEE MEETING	100.00
	8/9/2006	WATER CONSERVATION GARDEN COMMITTEE MEETING	100.00
	8/21/2006	FINANCE & ADMINISTRATION COMMITTEE MEETING	100.00
	8/31/2006	METRO COMMISSION	100.00
	9/6/2006	REGULAR BOARD MEETING	100.00
	9/20/2006	FINANCE & ADMINISTRATION COMMITTEE MEETING	100.00
	9/25/2006	ANNUAL BOARD RETREAT	100.00
	9/29/2006	AD HOC COMMITTEE - REVIEW POLICY 8	100.00

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1 , 2006 THROUGH SEPTEMBER 30, 2006**

NAME OF DIRECTOR ROBAK, MARK

ACCOUNT NAME	DATE	DESCRIPTIONS	AMOUNT
5281 Director's Fees	9/13/2006	WATER CONSERVATION GARDEN COMMITTEE MEETING	100.00
	10/4/2006	REGULAR BOARD MEETING	100.00
	10/18/2006	COMMUNICATIONS COMMITTEE MEETING	100.00
	11/1/2006	REGULAR BOARD MEETING	100.00
	11/29/2006	WATER RESOURCES & SECURITY COMMITTEE	100.00
	10/20/2006	FINANCE & ADMINISTRATION COMMITTEE MEETING	100.00
	11/20/2006	FINANCE & ADMINISTRATION COMMITTEE MEETING	100.00
	12/6/2006	REGULAR BOARD MEETING	100.00
	12/19/2006	STATE MANDATED ETHICS TRAINING	100.00
	10/11/2006	WATER CONSERVATION GARDEN COMMITTEE MEETING	100.00
	10/17/2006	COUNCIL OF WATER UTILITIES	100.00
	10/19/2006	WATER CONSERVATION GARDEN AD-HOC BUDGET COMMITTEE	100.00
	11/2/2006	METRO COMMISSION	100.00
	11/3/2006	WATER CONSERVATION GARDEN COMMITTEE MEETING	100.00
	11/8/2006	WATER CONSERVATION GARDEN EXECUTIVE COMMITTEE	100.00
	11/16/2006	CSDA QUARTERLY DINNER MEETING	100.00
	12/4/2006	COMMUNICATIONS COMMITTEE MEETING	100.00
	12/13/2006	WATER CONSERVATION GARDEN COMMITTEE MEETING	100.00
	12/14/2006	METRO COMMISSION	100.00
	12/21/2006	FINANCE & ADMINISTRATION COMMITTEE MEETING	100.00
5281 Director's Fees Total			3,700.00
5211 Mileage - Business	7/31/2006	MEETING - JULY 5, 6, 12, 17, 19, 21, & 28, 2006	46.28
	9/30/2006	MEETING - AUGUST 2, 3, 7, 8, 9, 16, 21 & 31, 2006	44.06
		MEETING - SEPTEMBER 6, 13, 20, 25 & 29, 2006	31.15
	10/31/2006	MEETING - OCTOBER 4, 11, 17, 18, 19, & 20 2006	47.62
	11/30/2006	MEETING - NOVEMBER 1, 2, 3, 8, 16, 20 & 29, 2006	45.39
	12/31/2006	MEETING - DEC. 4, 6, 13, 14, 19 & 21, 2006	49.84
5211 Mileage - Business Total			264.34

**OTAY WATER DISTRICT
SUMMARY - BOARD OF DIRECTORS EXPENSES
FOR THE PERIOD JULY 1 , 2006 THROUGH SEPTEMBER 30, 2006**

NAME OF DIRECTOR ROBAK, MARK

ACCOUNT NAME	DATE	DESCRIPTIONS	AMOUNT
5211 Mileage - Commuting			
	<u>7/31/2006</u>	MEETING - JULY 5, 2006	1.78
	<u>8/31/2006</u>	MEETING - AUGUST 2, 7 & 21, 2006	5.34
	<u>9/30/2006</u>	MEETING - SEPTEMBER 6, 20 & 29 2006	5.34
	<u>10/31/2006</u>	MEETING - OCTOBER 4, & 20 2006	3.56
	<u>11/30/2006</u>	MEETING - NOVEMBER 1, 20 & 29, 2006	5.34
	<u>12/31/2006</u>	MEETING - DEC. 4, 2006	1.78
5211 Mileage - Commuting Total			23.14
Grand Total			\$ 4,134.48



AB000 1B1000 2101 528101
AB000 1B1000 2101 521102

400.00
26.10

EXHIBIT

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

To: Larry Breitfelder

Period Covered:

Employee Number: 7013

From: 10-1-06 To: 10-31-06

DATE	MEETING	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER LOCATIONS
* 10-4	OWD BoD	30	
4	FAC		
5	SCEDC Summit		
7	F. Rep		
7	APWA		
8	SBFACA		
13	First Friday		
* 18	Comm. Comm.	30	
* 19	WAA		
21	F. Libr & Mus.		
23	FACE		
24	CV Ch EDC		
25	CV Ch Pub. Pol.		
17	CWU		

Per Diem

Mileage

100.00
400.00
0.00
60.00
0.4400
25.75

Total Meeting Per Diem: \$400.00
(\$100 per meeting)

Total Mileage Claimed: 174 miles

Clearly covered under policy #8

Larry Breitfelder
(Director's Signature)

Receipt: [Signature]

Date: 12/19/06

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: \$ _____

INSTRUCTIONS ON REVERSE

12/20/06



AB3000 - 1B1000 - 2101 - 528101 400.00
AB3000 - 1B1000 - 2101 - 521102 13.30

EXHIBIT # 2

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

To: Larry Breitfelder

Period Covered:

Employee Number: 7013

From: 11-1-06 To: 11-20-06

DATE	MEETING	PURPOSE / ISSUES DISCUSSED	MILEAGE HOME to OWD OWD to HOME	MILEAGE OTHER TRAVEL
11-1	owd BoD		30	
15A	Eng Comm. ?			
11	F. Rep.			
12	SBRACA			
16	CSDA Mtg.	Per Diem		30
20	Fin. Comm.			
21	C.W.U.			24
21	M.S. All.			
27	CWA - Gov. Comm.	Mileage		10
27	Mtg w/ CC McLean			

Total Meeting Per Diem: \$ 400.00
(\$100 per meeting)

Total Mileage Claimed: 184 miles

Clearly covered under policy #8

Larry Breitfelder
(Director's Signature)

EM Receipt: [Signature]

Date: 12/12/06

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: \$ _____

INSTRUCTIONS ON REVERSE

[Signature]



AB000-1B3000-2101-528101

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: 10/01/06 To: 10/31/06

Table with columns: ITEM, DATE, MEETING, PURPOSE / ISSUES DISCUSSED, MILEAGE HOME to OWD, MILEAGE OWD to HOME, MILEAGE OTHER LOCATIONS. Includes handwritten checkmarks and a calculation: 0.* + 3.* = 100.00 = 300.00.

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

Total Mileage Claimed: _____ miles

Handwritten signature of Gary Croucher and printed name (Director's Signature)

receipt: GM Approval: [Handwritten signature]

Date: 10/31/06

6 NOV 1 PM 2:11 FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: \$ _____

Handwritten notes and dates: 11/13/06, 11/9/06

FROM :

FAX NO. :

AB0001B4000 2101 528101

Jan. 05 2001 06:49PM P1

12/15/06

EXHIBIT B

500.00

36.05



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

Pay to: Jose Lopez

Period Covered:
From 10-1-06 to 10-31-06

Employee Number: 7010

Date	Meeting Name	Purpose / Issues Discussed	Mileage	
			Home to OWD OWD to Home	Other Locations
✓ 10/4	OWD	Board meeting	20	
✓ 10/6	OWD	Ad Hoc Neg.	20	
✓ 10/18	OWD	Env Ops Committee	20	
✓ 10/25	Gen Mgr	Agenda briefing	1	
✓ 10/20	OWD	Finance + Adm Com	20	

U.* 5.* 100.00# 500.00# U.* 20.* 20.* 20.* 1.* 20.* 81.* 81.* X
 U.* 4450# 25.045#
 12/19/06
 12/26/06

TOTAL MEETING PER DIEM: \$ 500 -
(\$145 per meeting)

TOTAL MILEAGE CLAIMED: 81 miles

06 DEC 20 PM 12:41

Jose A. Lopez
(Director's Signature)

Receipt
GM Approval Date: 12/19/06

f 12/26/06

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT = \$ _____



AB000-1B5000-2101 528101 6000.00
AB000-1B5000-2101 521102 1.78

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

Pay To: Mark Robak

Period Covered:

Employee Number: 70141206

From: 12-1-06 To: 12-31-06

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	12-4	Communications Committee	Monthly meeting involving communications issues	0	14
✓ 2	12-6	Otay Board Meeting	General District Business	4	7
3	12-9	Annual Otay Holiday Dinner/Dance	Social event - No Charge	0	0
✓ 4	12-13	Water Conservation Garden	Monthly Meeting / General Business (See Exhibit A - Agenda)	0	14
✓ 5	12-14	Metro Commission - Del Mar Annex	Monthly Meeting / General Business (See Exhibit B - Agenda)	0	49
✓ 6	12-19	Ethics Training	State mandated ethics training	0	14
✓ 7	12-21	Finance & Administration Committee	Monthly meeting involving finance & administration issues	0	14
					112

0.*
6.* x
100.00 =
600.00*
0.*
4.* x
0.4450 =
1.78*

per Diem
Mileage

Total Meeting Per Diem: \$600
(\$100 per meeting)

Total Mileage Claimed: 116 miles

Mark Robak

(Director's Signature)

07 JAN 19 AM 11:25 Received
GM Approval:

[Signature]

1/12/07

Date: _____

FOR OFFICE USE: TOTAL MILEAGE REIMBURSEMENT: \$ _____

u
12
1-19-07

AGENDA



WATER CONSERVATION GARDEN AUTHORITY BOARD MEETING

WATER CONSERVATION GARDEN
MULTIPURPOSE ROOM
12122 Cuyamaca College Drive West
El Cajon, CA 92019

Wednesday, December 13, 2006 – 3:30 p.m.

San Diego County Water Authority Lead Agency

Keith Lewinger Warren Buckner

Cuyamaca College
Dr. Geraldine Perri Dr. Al Taccone

Helix Water District
Charles Muse Richard Smith

Otay Water District
Mark Robak Gary Croucher

City of San Diego
Fred Thompson Nora Jaeschke

Padre Dam MWD
Jesse Dixon Andy Menshek
Joel Anderson

Mission Statement--Promoting water conservation in the southern California landscape through excellent exhibits and programs that educate and inspire the public.

1. Roll Call
2. Introductions
3. 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

CONSENT AGENDA (Acted on as one unless withdrawn by request of a Board Member or a member of the public)

4. Approval of Agenda
5. Approval of minutes of regular meeting of November 8, 2006
6. Annual review of Investment Policy

ACTION

7. Garden as fiduciary agent for landscape water calculators

DISCUSSION:

8. Executive Director's Report
9. Friends' Group Report
10. Financial Statements
11. Board Comments

INFORMATION: (Does not require discussion. Board to Receive and File only)

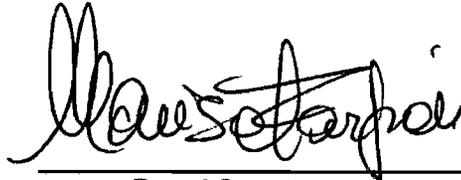
- Docent Report

ADJOURNMENT

Certification of Posting

I certify that on December 8, 2006, a copy of the foregoing agenda was posted near the regular meeting place of the Board of Directors of the Water Conservation Garden Authority, said time being at least 72 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2)

Executed at San Diego, California, on December 8, 2006.



Board Secretary

Next meeting date: Wednesday, January 10, 2007 – 3:30 p.m. Garden Multipurpose Room

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

If you are disabled in any way and need accommodation to participate in the meeting please call Marisa Farpon, Board Secretary, at 619-857-8520 for assistance so the necessary arrangements can be made.



**Meeting of the
Metro Commission
and Metro Wastewater JPA**

**Thursday, December 14, 2006
12:00 p.m.**

**City of Del Mar - Annex
10 50 Camino Del Mar
Del Mar, California**

AGENDA

"The mission of the Metro Commission is to create an equitable partnership with the San Diego City Council on wastewater issues in the San Diego region that ensures fair rates for participating agencies, concern for the environment, and regionally balanced decisions through data analysis, collaboration among all stakeholders, and open dialogue."

Documentation
Included

1. ROLL CALL
2. PUBLIC COMMENT
3. PRESENTATION - RECOGNITION OF SERVICE TO COMMISSIONER FRANK TIERNEY AND MR. SCOTT TULLOCH
- X 4. ACTION - APPROVE MINUTES OF NOVEMBER 2, 2006
5. METRO WASTEWATER DEPARTMENT UPDATE
6. METRO TAC UPDATE
7. ACTION - CONSIDER ALTERNATE DATE (JANUARY 11, 2007) FOR THE METRO WASTEWATER JPA MEETING OF JANUARY 4, 2007

- X 8. **ACTION** – CONSIDERATION AND POSSIBLE ACTION ON OPRA/SECONDARY TREATMENT RECOMMENDATION
- X 9. UPDATE ON CAPACITY STUDY
- X 10. REGIONAL JOINT GOVERNANCE AD HOC COMMITTEE
- X 11. FINANCE AD HOC COMMITTEE
- 12. PROPOSED AGENDA ITEMS FOR THE NEXT METRO COMMISSION/WASTEWATER JPA MEETING
- 13. METRO COMMISSIONERS' AND JPA BOARD MEMBERS' COMMENTS
- 14. ADJOURNMENT OF METRO COMMISSION AND JPA

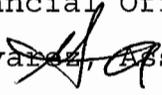
*Item 2 - This portion of the agenda provides an opportunity for members of the public to address the Commission and/or JPA items within the jurisdiction of the Commission and/or JPA that have not previously been before the Commission and/or JPA. Comments are limited to three (3) minutes per individual. **Note:** Any member of the Public may address the Commission and/or JPA on any Agenda Item. Please complete a Speaker's Slip in advance of the specific item being called. For alternative agenda format or disabled access to Metro Commission, please call M. Barrett at (619) 236-6585.

*The Metro Commission and/or JPA may take action on any item listed in this Agenda whether or not it is listed "For Action." All items are for Metro Commission and JPA consideration unless otherwise specified.



AGENDA ITEM 7b

STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	March 7, 2007
SUBMITTED BY:		W.O./G.F. NO:	DIV. NO. All
APPROVED BY:	 Joseph R. Beachem (Chief) Chief Financial Officer		
APPROVED BY:	 German Alvarez (Asst. GM): Assistant General Manager		
SUBJECT:	Informational Item on the Progress of the 2007 Bond Sale		

GENERAL MANAGER'S RECOMMENDATION:

To inform the Board of the progress on the 2007 bond sale.

COMMITTEE ACTION:

Please see Attachment A.

PURPOSE:

To inform the Board of the progress on the 2007 bond sale.

ANALYSIS:

The Bond sale is moving ahead as expected. Staff is making steady progress toward the February 21st sale date, and the March 7th close date.

At the time this staff report was prepared, staff anticipated that the preliminary official statement would be posted on-line for access for all potential bidders and investors on February 15th and that underwriter's bids would be received on February 21st up until 9:30am, at which time Staff will award the bid to the lowest responsible bidder. Following the sale the District will receive the funds on the closing date, March 7th.

The latest significant event was the receipt of insurance bids. The results for bond insurance pricing came in on Monday February 12, 2007. The District received 5 bids, with the lowest cost bid coming from Ambac at a price of 18 basis points. The results on the bond insurance, in order of cost to the District, are:

- Ambac - 18 basis points times total principal and interest; reserve fund surety at 1.5% of maximum annual debt service (estimated costs \$173,161)
- MBIA - 19 basis points times total principal and interest; reserve fund surety at 1.25% of maximum annual debt service (estimated costs \$174,265)
- FGIC - 24.2 basis points times total principal and interest; reserve fund surety at 2% of maximum annual debt service (estimated costs \$232,348)
- FSA - 25 basis points times total principal and interest; reserve fund surety at 2% of maximum annual debt service (estimated costs \$238,341)
- XLCA - 13 basis points times total principal and interest; reserve fund surety at 1.25% of maximum annual debt service (estimated costs \$272,794)*

* XLCA is a relatively new entrant to the bond insurance market. Their marketability is somewhat less cost effective, raising the effective cost from \$129,794 to approximately \$272,794.

With the Board's authorization, granted in February 7th's resolution, staff accepted the Ambac bid. With the AA- upgrade the District is estimated to save \$100,000 on insurance. In addition to this insurance savings on this one bond issue the District is expected to save over \$1.5 million on interest expense on this bond issue and the next two bond issues combined.

FISCAL IMPACT:



This is an informational item and has no financial impact.

STRATEGIC GOAL:

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

LEGAL IMPACT:

None.



General Manager

Attachment:

A) Committee Action Form



ATTACHMENT A

SUBJECT/PROJECT:	Informational Item on the Progress on the Bond Sale Efforts
-------------------------	---

COMMITTEE ACTION:

The Finance, Administration and Communications Committee reviewed this item at a meeting held on February 21, 2007. The following comments were made:

- Staff received the results from the bond insurance pricing bids. The district received five bids and will be accepting the lowest cost bid from Ambac with an estimated cost of \$173,161. The district's upgraded AA- rating saved the district \$100,000 in insurance cost.
- The bond sale was opened on February 21, 2007 and was priced at 4.327%. It is expected that the District will save approximately \$1.5 million in interest expense on this bond issue and the next two bond issues combined.
- The bond sale will close on March 7, 2007 at which time the district will receive the funds.
- Bond Counsel is currently working on the loan documents and it is expected that the document will be signed March 6, 2007.

Upon completion of the discussion, the Committee recommended forwarding to the Board of Directors as an informational item.



AGENDA ITEM 8a

STAFF REPORT

TYPE MEETING:	Regular Board Meeting	MEETING DATE:	March 7, 2007
SUBMITTED BY:	Armando Buelna <i>KB</i> Communications Officer	W.O./G.F. NO:	DIV. NO. All
APPROVED BY:			
SUBJECT:	2006 Residential Customer Opinion and Awareness, and 2006 Customer Services Satisfaction Surveys		

GENERAL MANAGER'S RECOMMENDATION:

That the Board of Directors receive the findings of the 2006 Residential Customer Opinion and Awareness, and 2006 Customer Services Satisfaction Surveys (Attachments B & C) conducted by Rea & Parker Research Inc.

COMMITTEE ACTION:

Please see Attachment A

PURPOSE:

To present to the Board of Directors with the findings of the 2006 Residential Customer Opinion and Awareness, and 2006 Customer Services Satisfaction Surveys.

BACKGROUND:

The Otay Water District's Strategic Plan calls for implementing a standardized Potable and Recycled Water Customer Survey. Customer surveys are essentially a snapshot of customer attitudes, perceptions and awareness of programs and services provided by the District. By conducting repeat surveys, one is able to track changes in those attitudes and perceptions.

Last year, the District retained Rea & Parker Research Inc. to conduct the 2006 Customer Satisfaction and Awareness survey project. This project differed from the 2005 survey project in that an entirely separated survey would take place of customers who had called the district within the past six months.

The first of the surveys called the 2006 Residential Customer Opinion and Awareness Survey (General Survey) (Attachment B) would measure overall customer satisfaction, perception, and awareness of District programs and activities from among the

general customer base. The General Survey also included a significant proportion of Otay sewer customers. The second survey, called the 2006 Customer Services Satisfaction Survey (Call Center survey) (Attachment C), was designed to measure some of these same topics, but also to delved into more specific attitudes and behaviors from those customers who had contacted the District within the last six months.

The General Survey sample consisted of the two separate groups selected at random from the customer base. The first sample of 75 respondents was randomly drawn from customers who are contracted with the district to receive sewer services. The second sample of 238 respondents was randomly drawn from the general customer base. For sewer customers, the sample size of 75 provides a margin of error of +/- 11.2%. For the general customer base, the sample size of 238 yields a margin of error of +/- 6.4%. Overall, these two samples result in a margin of error +/-5.5% at 95% confidence.

The General Survey contained 59 individual survey items, and was administered between November 16 and December 4, 2006. The mean survey administration time was 11.0 minutes per respondent. The survey was available to be administered in either English and Spanish, copies of which are included in the Appendices.

The Call Center survey also contained 59 individual survey items and was conducted shortly thereafter. That survey was also available to be administered in English or Spanish.

As with the 2005 survey, the General Survey found that customer satisfaction with the programs and services of the District was very high.

- Customers of the Otay Water District demonstrate a high level of satisfaction with the District as their provider of water service with two-thirds rating the District as excellent (27 percent) or very good (38 percent).
- Otay Water District customers have much faith (94 percent very or somewhat confident) in the District's ability to provide enough water.

The General Survey also notes that "There is a growing awareness among customers that water and sewer rates have increased in the past 12 months." Moreover, "because reliability is seen as very high by Otay Water District customers, more than two-thirds would not pay any additional sums for greater reliability."

More complete information on the findings of this survey are contained in the Executive Summary and the full report.

The Call Center survey also yielded very high results.

- Customer service respondents rate the overall quality of customer service of the Otay Water District as very high - 84 percent rate it as excellent (51 percent) or good (33 percent). The 51 percent indication of excellent represents a 10 percent increase over 2005.
- Customers are satisfied regarding customer service features including professionalism of service representatives, knowledge and expertise of the service representative, courtesy of the service representative, ability to reach a service representative, and satisfaction in getting their problem solved - 75 to 85 percent indicating very satisfied or somewhat satisfied.
- Customers make an average of 1.8 calls per issue to customer service, with 69 percent of all callers having their issue resolved in one call. Among the 31 percent who make more than one call, 60 percent of them had their problem ultimately resolved, leaving a total of 12 percent of callers with unresolved issues.
- Customers view the Otay Water District favorably compared to other utilities and authorities that bill monthly for service, with 26 percent saying that it is the best among monthly services and another 30 percent indicating high regard for the Otay Water District.

With regard to bill payment:

- Over one-half of customer service callers pay their bill by sending a check in the mail (53 percent) and 14 percent pay on line. Others pay by using a credit card over the telephone (14 percent) and through automatic bank deduction (8 percent). It is noteworthy that 47 percent would prefer to pay by sending a check in the mail (6 percent less than the 53 percent who actually do so) and 22 percent would prefer to pay on line (8 percent more than the 14 percent who actually do so). There is an emerging preference among customer callers to make payments on line.
- Those who pay in person (11 percent) do so because they enjoy the personal contact, it is convenient for them to do so, or they want an immediate receipt.
- The great majority of customer service callers are satisfied with the ease of understanding their water bill

(83 percent----54 percent very satisfied and 29 percent somewhat satisfied) and with the accuracy of their water bill (77 percent--43 percent very satisfied and 34 percent somewhat satisfied).

The consultant's conclusion notes "it is clear that customers of the Otay Water District who have made customer service calls to the District and who have had the need for field service at their property are largely satisfied with the customer service they received. It is clear, therefore, that there is considerable support for the efforts made by the Otay Water District to address customer issues in a timely fashion and to resolve problems to the customers' satisfaction."

FISCAL IMPACT: Rub

This staff report is asking the Board of Directors to receive the findings of the 2006 Residential Customer Opinion and Awareness, and the 2006 Customer Services Satisfaction Surveys. As a result, this action has no fiscal impact.

STRATEGIC GOAL:

This project is consistent with the following Strategic Plan Objectives:

- 1.1.1.1 Implement a standardized Potable and Recycled Water Customer Survey
- 1.1.1.3 Expand a Quality Control/Audit program to ensure quality customer service

LEGAL IMPACT: _____

None.



General Manager

Attached
Committee Action - Attachment A
General Customer Satisfaction and Awareness Survey - B
Call Center Customer Satisfaction and Awareness Survey - C



ATTACHMENT A

SUBJECT/PROJECT:	
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COMMITTEE ACTION:

The Finance, Administration and Communications Committee reviewed this item at a meeting held on February 21, 2007. The following comments were made:

- The Strategic Plan includes a strategy for conducting repeat standardized customer surveys to measure customer attitudes, perceptions and knowledge of District programs and services;
- This is the second survey conducted. The 2006 survey differed from the survey conducted in 2005 in that two separate surveys were administered:
 1. A General Survey was designed to measure overall customer satisfaction, perception and awareness of district programs and activities. The respondents were taken from the general customer base and included a significant portion of Otay's sewer customers.
 2. The second survey, Customer Services Satisfaction Survey, included only customers who have had contact with the District's call center in the past six months. It was designed to measure some of the same topics as the general survey as well as the customers' rating of their experience with Otay's call center.
- The General Survey also included questions which focused on customers' perception regarding the District's sewer services and recycled water;
- There were 313 respondents to the General Survey of which 75 were also sewer customers. The resulting overall margin of error is +/-5.5% at 95% confidence.;
- The committee reviewed the findings of each survey in detail and it was noted that Otay's customers have a high

level of satisfaction with the District as their provider of water service with approximately two-thirds rating the District as either excellent (27%) or very good (38%);

- The respondents also had a high level of confidence in the District's ability to provide enough water for its customers with 94% very confident and somewhat confident and only 6% not confident;
- The survey found that the District's customers also felt that water rates have gone up over the past twelve months. Sewer customers felt that sewer rates have gone up more than water rates.;
- It was noted that 21% of the respondents have visited the District's website and these respondents have given the website high ratings. The committee inquired, percentage wise, how the district's customers compared with other agencies. It was indicated that 20% of CWA survey respondents have visited CWA's website. So it seems the District's experience is similar to other agencies.;
- Over 90% of the District's respondents indicated moderate to high interest in water conservation. It was noted that Otay's customers would be motivated to make landscaping changes with financial incentives, whereas, CWA respondents would be motivated by an increase in the ease of maintaining their landscapes.;
- The committee inquired if there was a big difference in conservation opinions between the District's northern customers versus those who reside in the south. Rea & Parker indicated that they did not have that information, but would review the list of respondents to see if zip code information was available for the respondents to this question. If zip code information is available, they should be able to provide the requested information.;
- Nearly 50% of the respondents have heard about or have visited the Water Conservation Garden and of those who have visited, 50% have made changes to their landscaping practices as a result of the visit. This indicates that the Garden is a very powerful conservation tool.;

- With regard to recycled water, it was noted that there was a lack of knowledge among respondents with regard to the composition of wastewater/recycled water. Many thought wastewater was from storm water drain off.;
- Respondents had strong support for the use of recycled water if it were utilized for watering freeway/golf course landscapes, residential yards and for industrial processing/manufacturing. However, respondents were less supportive if recycled water were used to replenish recreational lakes and was not supportive at all if it were used for drinking supplies.;
- Of those respondents who opposed the use of recycled water for drinking water, 47% could be persuaded if it was indicated that the water would be held to California Standards which is among the most strict in the nation.;
- Concerning the Customer Service Satisfaction Survey, 18% of all customers surveyed have contacted customer service in the past six months and the respondents have had a high level of satisfaction with customer services with 51% providing an excellent rating and 33% providing a good rating;
- It was indicated that on average it required 1.8 calls to resolve customer issues with sixty-nine percent of the respondents' issues being resolved in one call and twelve percent remaining unresolved;
- Respondents rated Otay as best among monthly services (26%) or highly regarded among monthly services (30%). The committee inquired if there were any other surveys that responses could be cross-referenced with such as SDG&E. Rea & Parker indicated that CWA had asked respondents in their survey two years ago, "which utility was the best value" and water was rated very high in the responses.;
- With regard to bill payment, it was indicated that respondents prefer paying their water bill by check. The committee requested that the next survey include questions concerning the ease of using the District's on-line bill pay system.;

- The committee also requested that the next survey include a question with regard to if respondents were aware of how their meter was read.;
- Sixteen percent of respondents have utilized the Interactive Voice Response (IVR) system. Eighty-one percent have found it useful and 48% indicated that their questions were resolved by the IVR feature alone.;
- It was noted that respondents indicated that they wished to be notified in other ways than current forms of notification of their delinquency in paying their water bill;
- Rea & Parker indicated that overall, the District has a very satisfied customer base.

Upon completion of the discussion, the Committee supported staff's recommendation and forwarding to the Board of Directors as an informational item.

Attachment B

**Otay Water District
2006 Residential
Customer Opinion and
Awareness Survey**

Prepared for

**Otay Water District
2554 Sweetwater Springs Blvd.
Spring Valley, CA 91978**

Prepared by

**Rea & Parker Research
P.O. Box 421079
San Diego, California 92142
858-279-5070**

www.rea-parker.com

January, 2007

Table of Contents

Executive Summary	i
Introduction and Methodology	1
Sample	2
Survey Findings	4
Demographics	4
Customer Satisfaction: Water Quality and Reliability	5
Water and Sewer Rates	14
District Publications and Website	19
Water Conservation	26
Recycled Water	45
Appendices	57
Distribution of Responses	
Open Ended Responses	
Survey Instrument-English	
Survey Instrument-Spanish	

Otay Water District Residential Customer Opinion and Awareness Survey

Executive Summary

The Otay Water District has elected to conduct a statistically reliable customer opinion and customer awareness telephone survey among residential customers. The purpose of the survey is twofold – first, to provide information concerning customer satisfaction, customer awareness of and reaction to the communication efforts of the District, customer understanding and opinions about water and sewer rates, customer concern and activities with regard to water conservation, feelings about water quality and the reliability of the District to maintain reliable sources of water, and second, to compare the results of this 2006 study with the results of the 2005 study where the data are comparable.

Specifically, the primary areas of interest are:

- Overall customer satisfaction
- Quality of water supply
- Reliability of water supply
- Reliability of service
- Awareness of water and sewer rates
- Awareness of formal communication efforts including website
- Awareness of conservation activities/programs
- Attitudes toward conservation
- Recycling and attitudes about increasing the water supply
- Basic demographic statistics/sampling characteristics

Rea & Parker Research was selected to conduct the study in both 2005 and 2006.

The purpose of the research was to:

- Obtain scientifically reliable and sufficiently robust results to determine the level of knowledge among residents of the Otay Water District concerning critical water-related issues;
- Determine water use patterns among activities that are known to consume significant quantities of water, especially with regard to outdoor irrigation.
- Determine opinions and perceptions of various issues, including:
 - Perceptions of water reliability
 - Attitudes about water and sewer rates
 - Knowledge and awareness concerning sources of water
 - Level of support for the District's efforts to increase the supply of water, especially through recycling
 - Formal District communication efforts including the official website

- Obtain demographic data about the population for use in descriptive analysis and crosstabulations of data that can result in new, optimally targeted and tailored public awareness programs.
- Compare the results of this survey with the results of the 2005 survey of District customers.

Sample

The survey was conducted by a random telephone sample of 313 respondents, which equates to a margin of error of +/-5.5% at the 95% confidence level.

Respondents are predominantly White (59 percent) and Hispanic/Latino (27 percent) and earn an annual median household income of \$77,500 (36 percent earning \$100,000 or more and 6 percent earning under \$25,000). They have a median age of 49 years and have been a customer of the Otay Water District for a median of 10 years. Among these respondents, 50 percent possess a Bachelor's degree or more, with 22 percent having a high school education or less. Survey respondents are largely homeowners (90 percent) with a mean household size of 3.24.

Survey Findings

This survey report has been divided into six essential information components as follows:

- Demographic statistics/sampling Characteristics
- Customer satisfaction: water quality and reliability
- Water and sewer rates
- District publications and website
- Water conservation
- Water recycling

Customer Satisfaction: Water Quality and Reliability

- Customers of the Otay Water District demonstrate a high level of satisfaction with the District as their provider of water service with two-thirds rating the District as excellent (27 percent) or very good (38 percent). Similarly high ratings were found in the 2005 survey.
- Otay Water District customers have much faith (94 percent very or somewhat confident) in the District's ability to provide enough water.
- Customers do have some concern about deliberate and malicious contamination of the water by parties bent on inflicting harm to the population (65 percent great deal or some concern) but are quite confident in water agencies' ability to protect the water supply (72 percent very or somewhat confident).
- Drinking tap water directly without filtration is relatively uncommon (19 percent), with most customers using bottled water (44 percent) or filtered tap water (37 percent) for drinking purposes.
- These patterns of water quality and reliability are consistent with the findings of the 2005 survey.
- Nearly one half of the respondents are interested in pursuing international agreements with Mexico to increase the water supply.

Water and Sewer Rates

- Because reliability is seen as very high by Otay Water District customers, more than two-thirds would not pay any additional sums for greater reliability (71 percent desire to pay nothing or they are unsure). Those that would pay more, would pay \$20-\$31 more per month for enhanced reliability.
- There is a growing awareness among customers that water and sewer rates have increased in the past 12 months (46 percent thought water rates had gone up and 41 percent thought sewer rates had increased). This awareness has grown from the uncertainty expressed in the 2005 survey.

District Publications and Website

- The monthly newsletter that accompanies the bills is well read by customers (47 percent most times or every time and 32 percent at least sometimes).
- The annual Consumer Confidence Report is less well read (62 percent do not read it).
- Only 19 percent of District customers have ever accessed the website, but 75 percent of those that accessed it rated it as excellent or good. This level of access and high ratings follow the pattern of the 2005 survey.

Water Conservation

- There does not seem to be a great inclination to practice water conservation, with about one-half of customers indicating that their interest in water conservation is only moderate (47 percent) and that their awareness of it has essentially stayed the same for the past year (61 percent). In the 2005 survey, there was less awareness and more uncertainty regarding water conservation.
- Among those with landscaped area to maintain, 75 percent have automatically controlled sprinkler systems, and these customers have adjusted their automatic controller an average of 3.44 times during the past year.
- Those customers who have lawns can be motivated to reduce their lawn size by some combination of lower bills (26 percent), easier maintenance (18 percent), and financial incentives (21 percent).
- Almost one-half (47 percent) of the District's customers have seen or heard of the Water Conservation Garden at Cuyamaca College and 20 percent of all customers have visited it.
- One half of these visitors have changed their landscaping to some extent as a result of their visit(s). The most noteworthy and predominant change has been the replacement of existing plants with drought-tolerant ones and secondarily, changes in watering practices.
- More than one-third (40 percent) have heard about weather-based controllers, but only 6 percent have installed one.
- There is not much interest in obtaining weather-based controllers in the next 12 months, with 63 percent indicating that such a purchase is somewhat unlikely or very unlikely.
- 44 percent of Otay Water District customers recall having seen or heard messages to conserve water outdoors and these messages were heard or seen through the following media: television (22 percent), radio (6 percent), and monthly bill (5 percent).

- Among those who remember seeing or hearing conservation messages, 46 percent have already taken steps toward conservation as a response to these messages including adjusting their sprinklers, reducing indoor water use and installing weather-based controller/drip irrigation.

Recycled Water

- About one third of Otay Water District customers know that sewer water is wastewater used for recycling.
- Over 40 percent think that storm drain run off is wastewater to be used for recycling.
- Recycled water is strongly supported as a source of alternative water supply under most circumstances.
- Out of five potential uses of recycled water, three were very strongly supported, as follows:
 - Watering landscape along freeways and golf courses (93 percent favor, of whom 66 percent strongly favor such use)
 - Watering residential yards (88 percent—56 percent strongly)
 - Industrial processing and manufacturing (81 percent—47 percent strongly)
- Using recycled water in recreational lakes received less than this strong support (69 percent favor—30 percent strongly favor and 39 percent somewhat favor with 25 percent in opposition).
- Customers do not support the use of recycled water for drinking purposes (46 percent strongly oppose and 14 percent somewhat oppose).
- One third to one half of those who oppose the use of recycled water for drinking purposes would reverse their opposition if recycled water underwent an advanced, secondary treatment and, at the same time, the following information was available to them:
 - Recycled water remained one year in reservoir and then was retreated (34 percent)
 - Recycled water is used as drinking water in other U.S. communities (31 percent)
 - Recycled water could supply as much as 10 percent of drinking water (33 percent)
 - California standards are among the most strict in the nation (46 percent)

Conclusions

There are strong indications of support for the work of the Otay Water District from its customer base. Residents understand certain of the risks to the future reliability of their water supply and are willing to consider alternative sources (in particular increased use of recycled water) to a very significant degree in order to protect and ensure that reliability into the future.

The results of this survey should be viewed as ratification by the public of the importance and quality of the work done by the District and as an expression of the confidence in the value and quality of the work in which the Otay Water District is engaged.

Introduction and Methodology

In 1956, the Otay Water District was authorized by the State Legislature and gained its entitlement to imported water. Today, the District serves the needs of over 186,000 people by purchasing water from the Metropolitan Water District of Southern California. The Otay Water District takes delivery of the water through several connections to large pipelines owned and operated by the San Diego County Water Authority. Since its inception, the Otay Water District also has collected and reclaimed wastewater generated within the Jamacha drainage basin and pumped the reclaimed water south to the Salt Creek basin where it is used for irrigation and other non-potable uses.

The Otay Water District has elected to conduct a statistically reliable customer opinion and customer awareness telephone survey among residential customers. The purpose of the survey is twofold – first, to provide information concerning customer satisfaction, customer awareness of and reaction to the communication efforts of the District, customer understanding and opinions about water and sewer rates, customer concern and activities with regard to water conservation, feelings about water quality and the reliability of the District to maintain reliable sources of water, and second, to compare the results of this 2006 study with the results of a similar 2005 study where the data are comparable.

Specifically, the primary areas of interest are:

- Overall customer satisfaction
- Quality of water supply
- Reliability of water supply
- Reliability of service
- Awareness of water and sewer rates
- Awareness of formal communication efforts including website
- Awareness of conservation activities/programs
- Attitudes toward conservation
- Water recycling and attitudes about increasing the water supply
- Basic demographic statistics/sampling characteristics

Rea & Parker Research was selected to conduct the study, as it was for the 2005 study. The purpose of the research is to:

- Obtain scientifically reliable and sufficiently robust results to determine the level of knowledge among residents of the District concerning critical water-related issues;

- Determine water use patterns among activities that are known to consume significant quantities of water, especially with regard to outdoor irrigation.
- Determine opinions and perceptions of various issues, including:
 - Perceptions of water reliability
 - Attitudes about water and sewer rates
 - Level of support for the District's efforts to increase the supply of water, especially through water recycling
 - Formal District communication efforts including the official website
- Obtain demographic data about the population for use in descriptive analysis and crosstabulations of data that can result in new, optimally targeted and tailored public awareness programs.
- Compare the results of this survey with the results of the 2005 survey of District customers.

Sample

The survey was conducted by a random telephone sample of 313 respondents in order to secure a margin of error not to exceed +/-5.5 percent @ 95 percent confidence. This figure represents the widest interval that occurs when the survey question represents an approximate 50 percent-50 percent proportion of the sample. When it is not 50 percent-50 percent, the interval is somewhat smaller. For example, in the survey findings that follow, 50.0 percent of respondent households recall having seen or heard messages about water conservation. This means that there is a 95 percent chance that the true proportion of the total population of the District's service area that has seen or heard these messages is between 44.5 percent and 55.5 percent (50.0 percent +/- 5.5 percent).

The overall survey sample consists of two separate random samples. The first sample of 75 respondents was randomly drawn from customers who are contracted with the Otay Water District to receive water and sewer services and the second sample of 238 respondents was randomly drawn from the District's general customer base of water only customers. For the sewer customers, the sample size of 75 provides a margin of error of +/- 11.2 percent and the water only sample size of 238 provides a margin of error of +/- 6.4 percent – both at the 95 percent level of confidence. This is in addition to the +/- 5.5 percent margin of error for the entire survey.

The two samples were weighted in accordance with the customer base of the water and sewer customers as well as the water only customer base. This process ensured that the samples would remain proportionate to the entire customer base of the Otay Water District.

Survey respondents were screened to exclude those who have not lived in San Diego County for at least one year. When respondents asked about who was sponsoring the survey, they were told “this project is sponsored by the Otay Water District, and it’s about issues related to your household water supply.” This information was provided to 38 percent of the respondents.

The survey was conducted in both English and Spanish. Spanish language respondents comprised 6 percent of the survey population. The distribution of respondents according to gender was 41 percent male and 59 percent female.

The survey was conducted from November 16, 2006 to December 4, 2006. The mean survey time was 11.0 minutes per respondent. The total survey response rate was 30.5 percent based upon completed interviews in comparison to all eligible (and estimated to be eligible) phone numbers, including busy signals, answering machines, call backs, and no answers. Cooperation among those eligible respondents who were actually contacted was 89.4 percent (**Table 1**). Both English and Spanish versions of the survey are provided in the Appendix.

This report is divided into six essential information components as follows:

- Demographic statistics/sampling characteristics
- Customer satisfaction: water quality and reliability
- Water and sewer rates
- District publications and website
- Water conservation
- Water recycling

Each section of the report will begin with a very brief abstract, or summary of highlights within the ensuing section, in order to orient the reader to what is to follow.

Charts have been prepared for each of these major components depicting the basic survey results. Subgroup analyses for different age groups, various levels of education, gender, home ownership/rental status, household size, residential tenure in the community, different income categories, and ethnicity of residents of the service area will be presented in succinct bulleted

format when statistical significance and relevance warrants such treatment. Lists of open-ended responses to survey questions are contained in the Appendices.

Table 1 Otay Water District 2006 Customer Opinion and Awareness Survey Telephone Call Disposition Report	
Unknown Eligibility	
No Answer	515
Busy	90
Answering Machine	636
Call Back	268
Language Barrier	71
Total Unknown	1580
Ineligible	
NQ Not Customer	27
Disconnect	195
Business/Fax	78
Refusal	169
Total Ineligible	469
Eligible	
Complete	313
Mid-term	37
Total Eligible	350
Cooperation Rate: Complete/Eligible	89.4%
Response Rate: Complete/(Eligible + ((Eligible/Eligible + Ineligible)(Unknown)))	30.5%
Percent in Spanish	5.8%

Survey Findings

Demographic Statistics/Respondent Characteristics

Table 2 presents selected demographic and sampling characteristics of the of the survey respondents. Respondents are predominantly White (59 percent) and Hispanic/Latino (27 percent) and earn an annual median household income of \$77,500 (36 percent earning \$100,000 or more and 6 percent earning under \$25,000). They have a median age of 49 years and have

been a customer of the Otay Water District for a median of 10 years. Among these respondents, 50 percent possess a Bachelor's degree or more, with 22 percent having a high school education or less. Survey respondents are largely homeowners (90 percent) with a mean household size of 3.24.

Respondent characteristics for the sample survey conducted in 2005 were similar to those in 2006 with three exceptions: First, the median income in 2005 was \$85,000 -- \$7,500 more than the median income in 2006. Second, the percentage of households earning an annual income under \$25,000 was 6 percent in 2006 compared to 2 percent in 2005. Third, nearly one-fourth (22 percent) of residents in 2006 had a high school diploma or less while in 2005, 14 percent had this level of education. These differences between 2005 and 2006 point to the fact that the respondents in 2006 are somewhat less educated and have a lower income level than respondents in 2005.

Customer Satisfaction: Water Quality and Reliability

SUMMARY: *Otay Water District customers demonstrate a high level of satisfaction with the District and have a great deal of faith in the District's ability to provide enough water. They do have some concern about deliberate and malicious contamination of the water by parties bent on inflicting harm to the population but are confident in water agencies' ability to protect the water supply. Drinking tap water directly without filtration is relatively uncommon, with most customers using bottled water or filtered tap water for drinking purposes. These patterns are consistent with the findings of the 2005 survey.*

Chart 1 shows that customers of the Otay Water District demonstrate a high level of satisfaction with the District as their provider of water service. In fact, 63 percent rate the Otay Water District as either excellent (27 percent) or very good (38 percent).

Chart 2 shows that District service area residents tend not to use tap water directly for drinking purposes (44 percent bottled, 37 percent filtered tap water, and 19 percent tap water). This is consistent with the pattern exhibited by District service area customers in 2005.

Table 2 Respondent Characteristics		
Characteristic	2006	2005
Ethnicity		
White	55%	54%
Hispanic/Latino	29%	24%
Asian/Pacific Islander	9%	15%
Black/African-American	6%	5%
Native American/Other	1%	2%
Annual Household Income		
Median	\$77,500	\$85,000
% over \$100,000	33%	34%
% under \$25,000	6%	2%
Age		
Median	49 years	47 years
Years Customer of Otay Water District		
Median	10 years	---
Education²		
High School or Less	22%	14%
At Least One Year College, Trade, Vocational School	24%	33%
Bachelor's Degree	35%	25%
At Least One Year of Graduate Work	19%	28%
Own/Rent		
Home Owner	90%	92%
Renter	10%	8%
Persons per Household		
Mean	3.27	3.43

Preferences for drinking water are as follows:

- Tap water is most commonly used by smaller households of 1 or 2 persons (25 percent).
- Smaller households of 1 or 2 persons also prefer filtered water (44 percent).
- Whites have the greatest preference for filtered water (47 percent) and they also use tap water more so than all the other ethnic groups (20 percent).
- Latinos indicate the greatest preference for bottled water (63 percent)
- Larger households (3 or more persons) prefer bottled water (53 percent).

Chart 1
Overall Satisfaction with Otay Water District

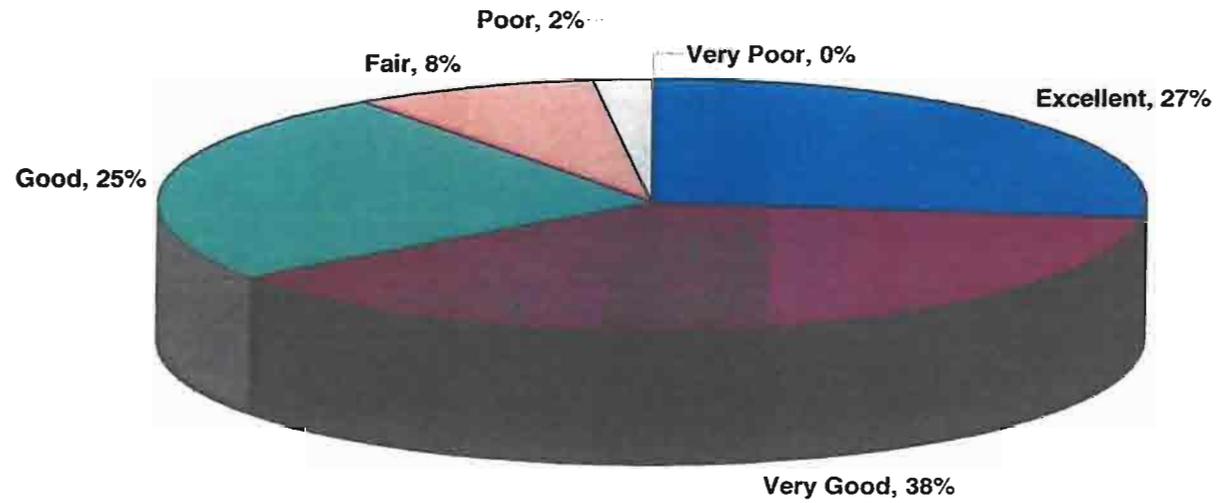


Chart 2
Main Source of Drinking Water in Household

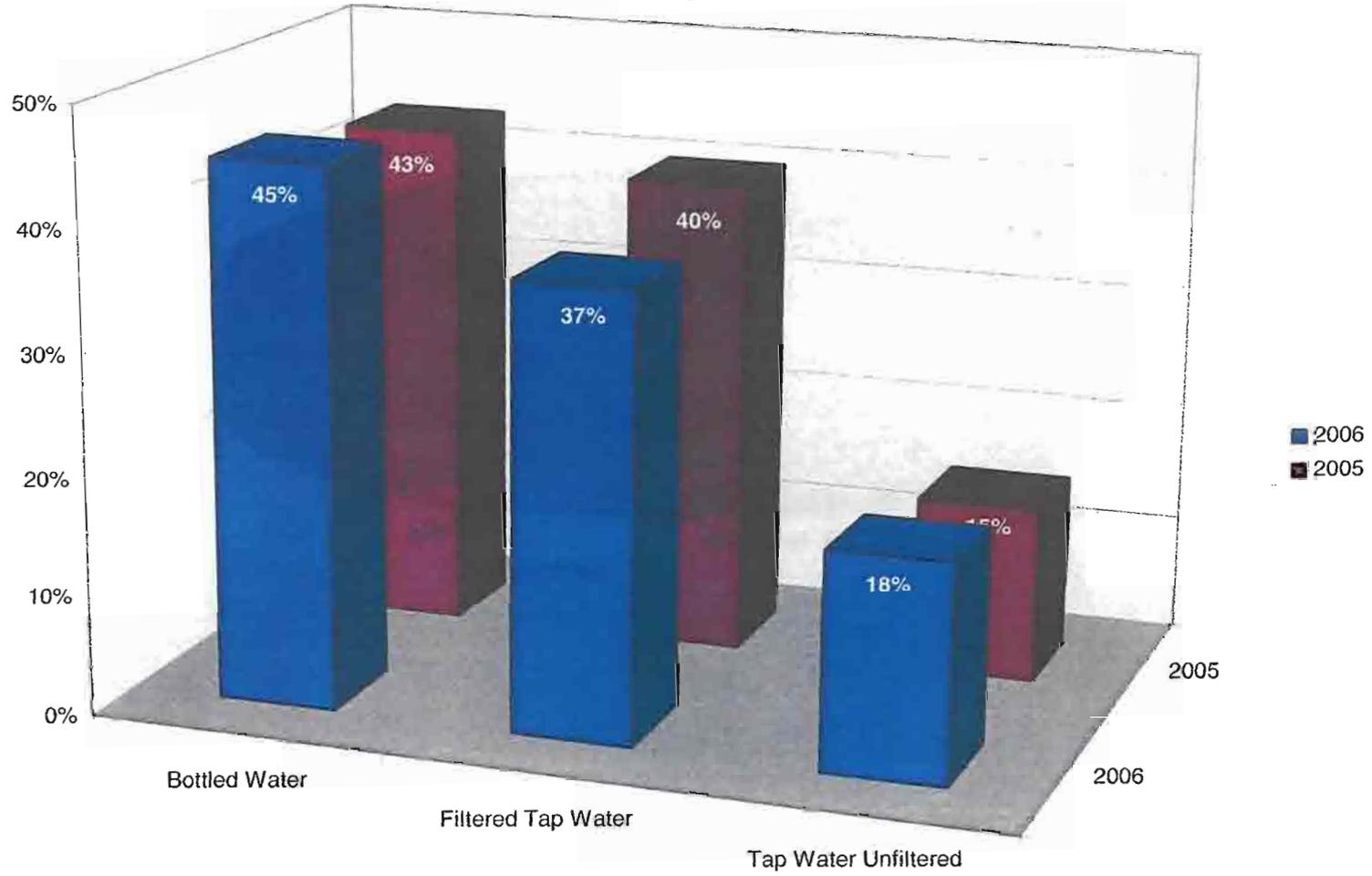


Chart 3 indicates that there is a substantial level of confidence in the District's ability to provide enough water for its customers (94 percent very confident or somewhat confident and only 6 percent not confident). A similar level of confidence was portrayed by District customers in the 2005 survey.

The following relationships are significant with regard to customer confidence in the ability of the District to provide water:

- The highest level of confidence occurs among the largest households of 5 or more persons (97 percent very confident and somewhat confident).
- Lower income customers indicate the least confidence in the ability of the District to provide water (80 percent very confident and somewhat confident for customers earning under \$25,000 vs. 94 percent for customers earning \$25,000 and over).
- The water only customers of the Otay Water District are more confident in the District's ability to provide sufficient water than those who are sewer and water customers (water only: 48 percent very confident; sewer and water: 36 percent very confident).

While customers of the Otay Water District are confident in the reliability of the water supply, they are also interested in supporting programs that will bolster that confidence. For example, **Chart 4** shows that in an effort to develop and maintain additional supplies of water, nearly one-half (46 percent) of the respondents are in favor of pursuing international agreements with Mexico.

Chart 5 shows that there is simultaneously a fair amount of concern (65 percent – 32 percent great deal of concern and 33 percent some concern) that the water supply can be contaminated by individuals who might intend to inflict harm upon the general population, with a corresponding 72 percent having either a great deal (30 percent) or some confidence (42 percent) in local authorities' ability to prevent such an occurrence (**Chart 6**). In 2005, customers of the Otay Water District demonstrated similar sentiments in terms of their concern about the potential contamination of the water supply and the ability of government to prevent such a disaster.

Concern for contamination of the water supply varies by customer subgroup as follows:

- Larger households of 3 or more persons have the most concern about contamination (69 percent with either a great deal or some concern).
- Among ethnic groups, Latinos have the greatest concern about contamination (84 percent with a great deal or some concern).

Chart 3
Confidence in Ability of Water Agency to Provide Enough Water

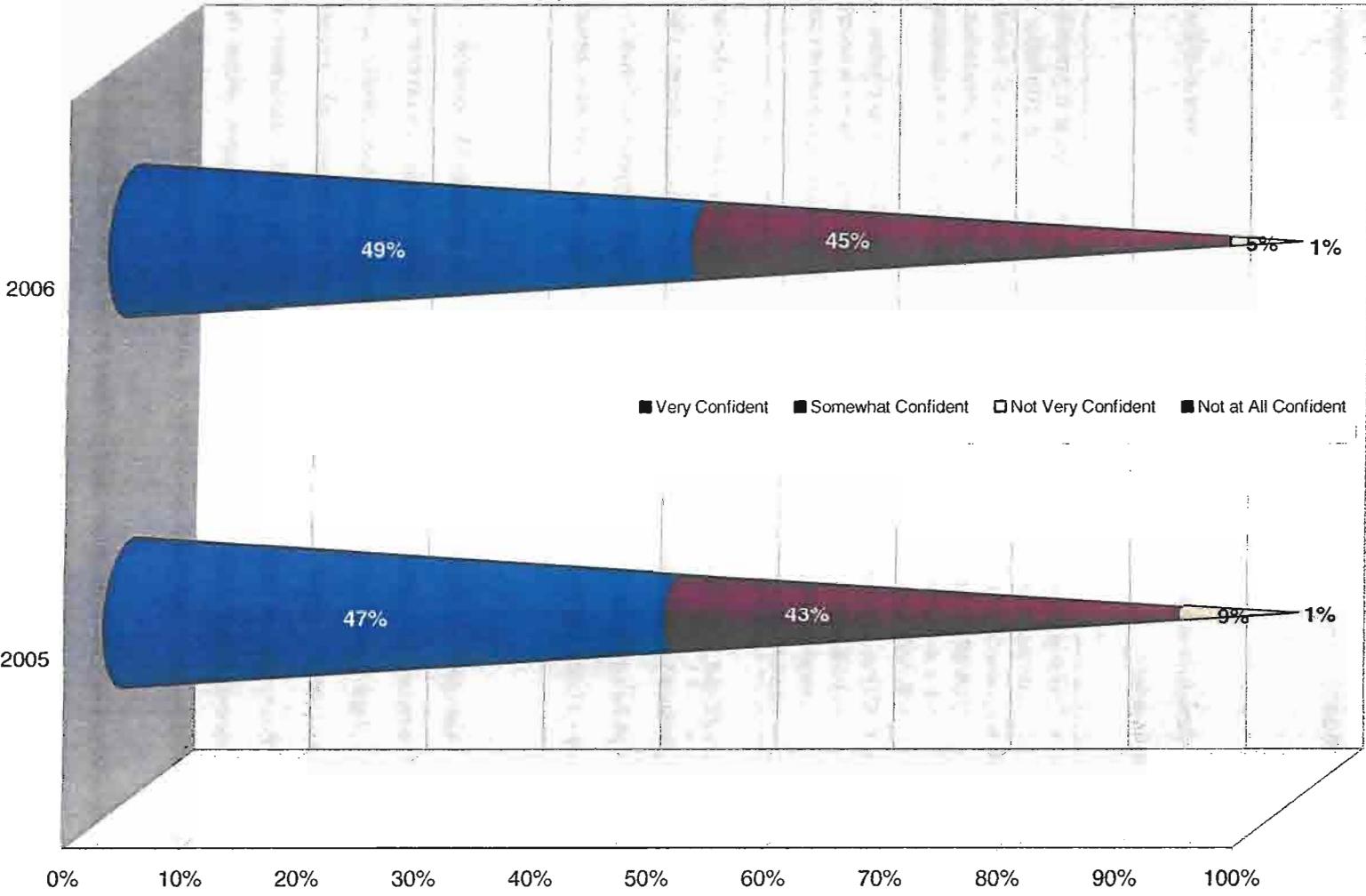


Chart 4
Favor Pursuing Water Supply Agreements with Mexico

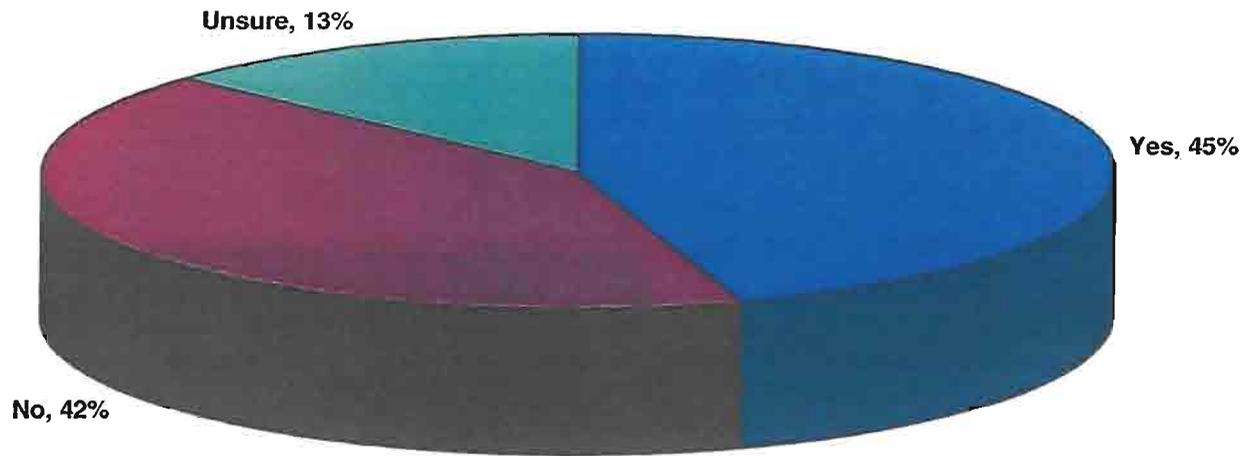


Chart 5
Concern About Intentional Contamination of Local Water Supply

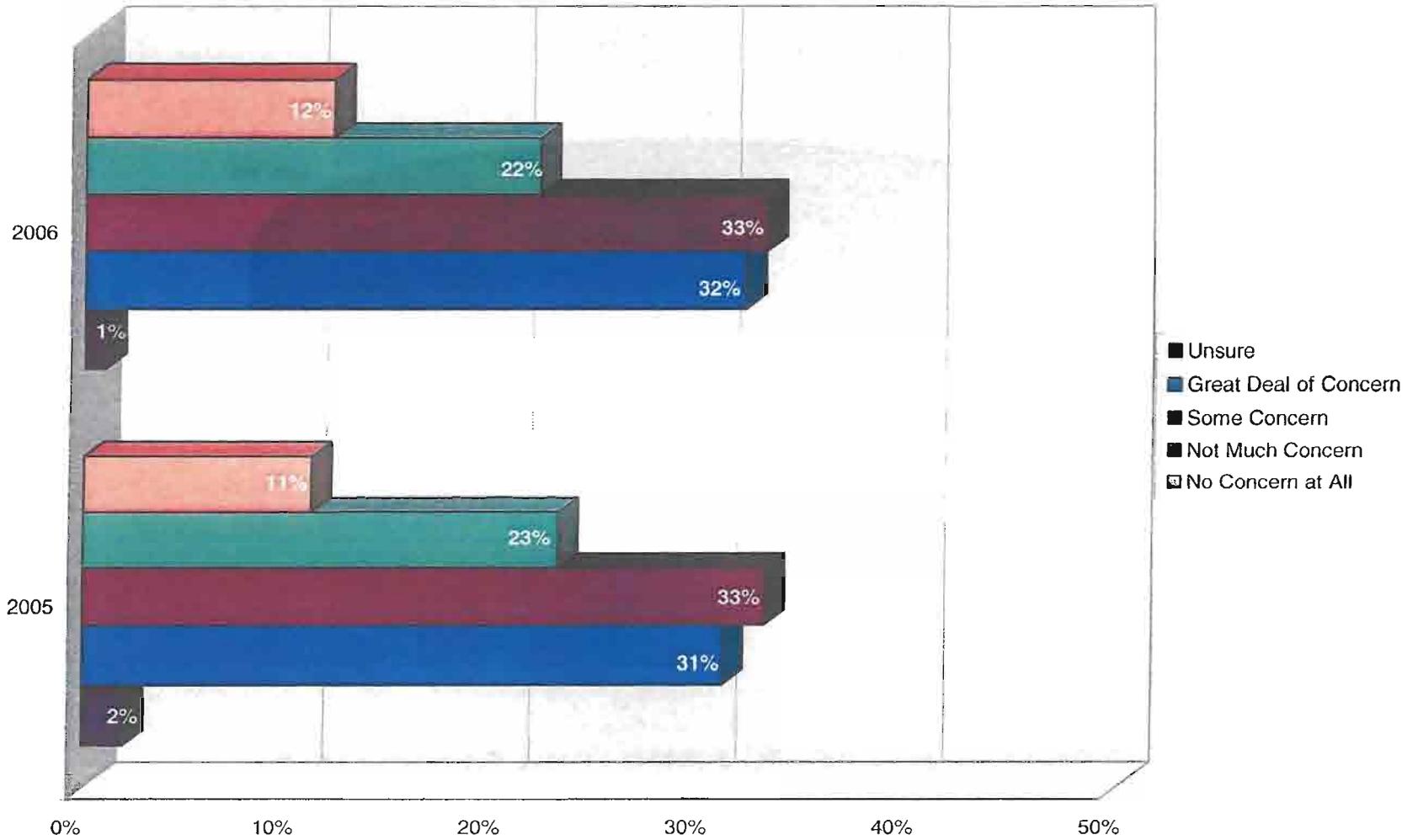
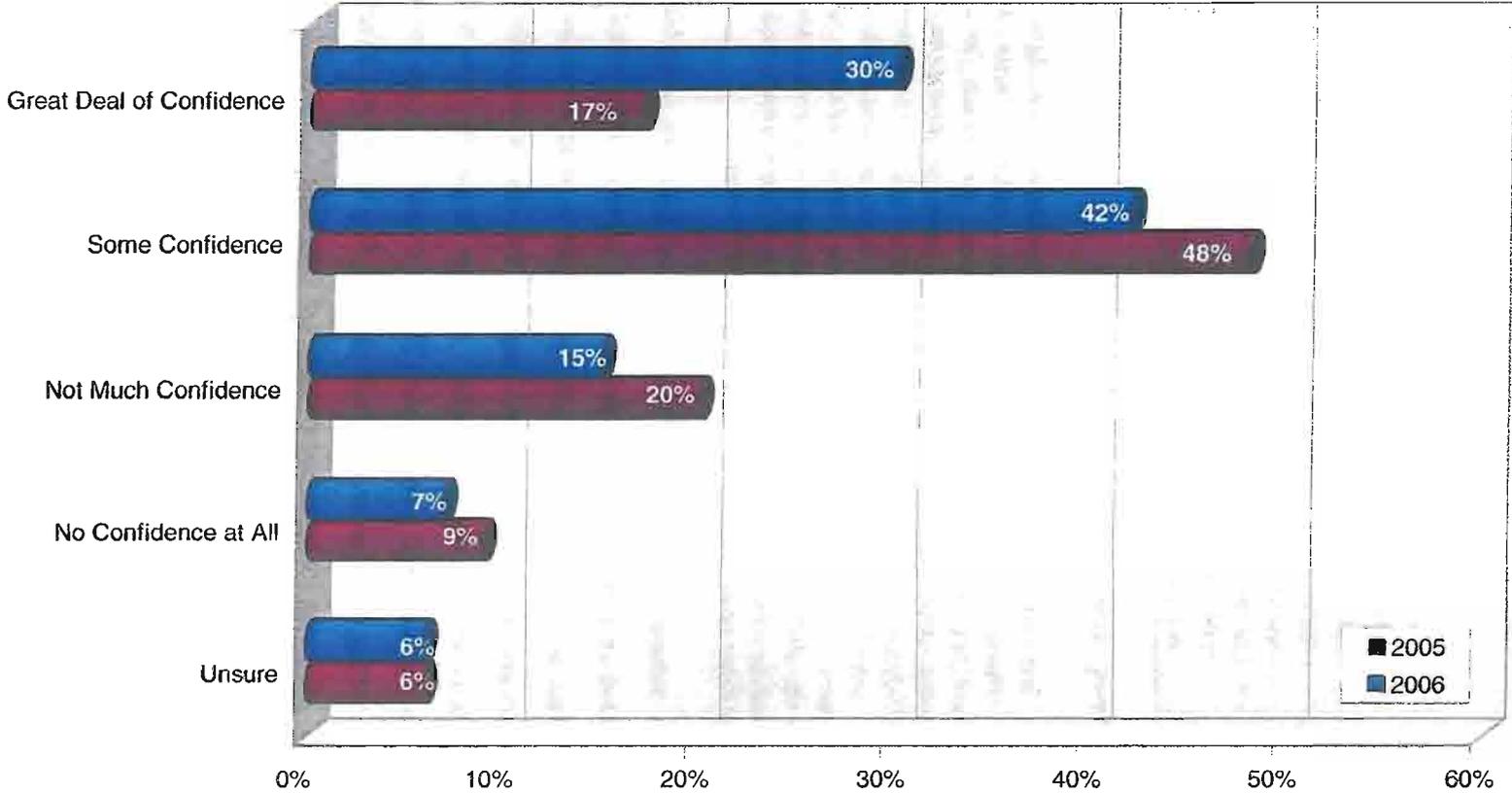


Chart 6
Confidence in Ability of Local Water Authorities to Prevent Contamination



The following relationships are significant with regard to customer confidence in the ability of authorities to prevent contamination:

- Confidence declines with age (44 percent great deal of confidence among customers 18 – 24 vs. 27 percent for customers 45 and older).
- Confidence also declines with education (high school or less -- 80 percent registered a great deal of confidence; bachelor's degree or more -- 65 percent indicated a great deal of confidence).
- Larger households of 5 or more persons demonstrate the highest level of confidence (46 percent expressing a great deal of confidence versus 25 percent for households of 4 or fewer).

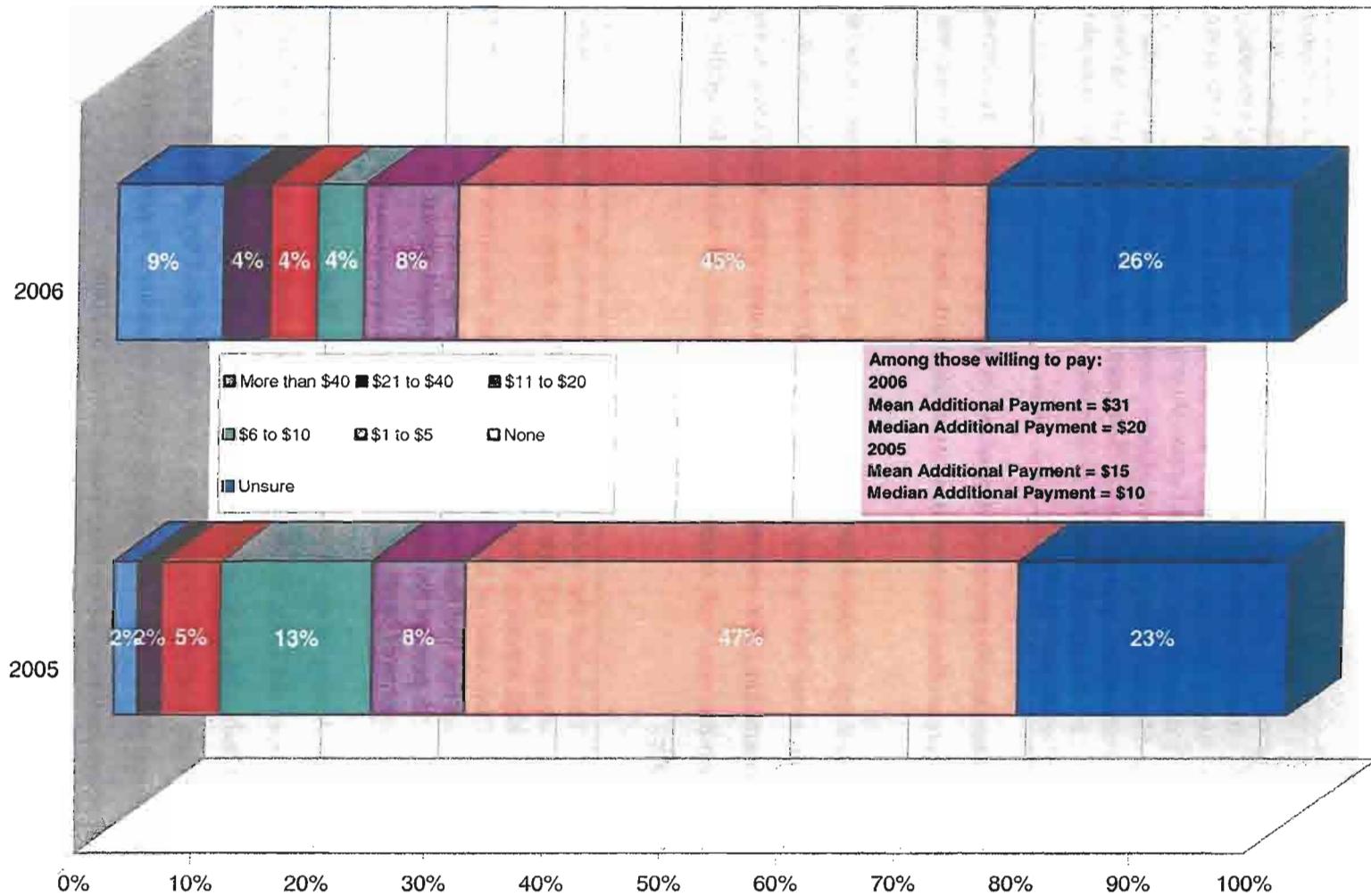
Water and Sewer Rates

SUMMARY: *With reliability of the water supply considered to be high, nearly three-fourths of Otay Water District customers would not pay any additional sums for greater reliability. Those that would pay more, would pay \$20-\$31 more per month for enhanced reliability. There is a growing awareness that water rates have gone up during the past 12 months with nearly one-half of the respondents expressing this observation. Customers appear to be more attuned to the actual upward trend in water rates than customers in the 2005 survey and current customers are much less uncertain about their feelings than customers who participated in the 2005 survey. Like water only customers, sewer customers are also aware of the upward trend in sewer rates. They are more aware of such trends and much less uncertain than the Chula Vista sewer customers were in the 2005 survey.*

Water Rates: Almost all respondents (95 percent) pay their own water bill instead of having it paid by a landlord or homeowners association, for example. Among these water bill payers, 45 percent would not pay any additional amount per month in order to secure a more reliable water supply, with reliability defined as a water supply “that can be depended upon to consistently provide enough to meet the region’s needs.” Another 26 percent were not sure whether or not they would pay any additional sums, leaving 29 percent willing to pay more (**Chart 7**). Among the 29 percent willing to pay more, they indicated that they would pay an additional \$20 (median) or \$31 (mean) per month for increased assurance of reliability.

The pattern concerning willingness to pay higher water rates was similar for the 2005 survey respondents except with regard to the additional amounts that respondents were willing to pay to ensure water reliability. Specifically, in 2005, respondents were willing to pay approximately one-half of what they indicated in 2006--an additional monthly amount of \$10 (median) to \$15 (mean). This finding implies that customers are becoming increasingly serious about water reliability and are exhibiting this concern in the manner in which they are willing to allocate their monthly expenditures.

Chart 7
Added Amount per Month Would Pay for More Reliable Water Supply
 (Among those who pay own water bill--95%)



The following relationships are significant with regard to the willingness of customers to pay additional sums to ensure a reliable water supply:

- The desire to pay no additional sum increases with age (for customers 18 -24, only 11 percent were not willing to pay anything additional; for those 65 and older, 65 percent were not interested in making additional payments).
- Males are less willing to pay any additional sum (males: 50 percent willing to pay nothing additional versus 40 percent for females).
- The desire to pay no additional sums decreases as household size increases (for household sizes of 1 or 2, 53 percent were not willing to pay anything additional; for household sizes of 3 or more, 39 percent were not interested in making additional payments).

Chart 8 indicates that 46 percent of respondents believe that water rates have increased over the past year, 30 percent think that rates have stayed the same, and 23 percent are not sure.

A smaller percentage of respondents in the 2005 survey thought that water rates increased than did respondents in the 2006 survey (33 percent in 2005 or 13 percent less than the 46 percent in 2006). It appears that 2006 respondents are more attuned to the actual trend in water rates and actually expect that rates will increase in order to maintain or enhance the quality of their water service delivery.

- The belief that water rates have gone up over the past year increases with level of education (52 percent for Bachelor's or more education versus 33 percent for high school or less).
- Customers of the Otay Water District who contract for both water and sewer service feel that water rates have gone up more so than did water only customers (58 percent for water and sewer customers versus 44 percent for the water only customer base).

Sewer Rates: Among sewer customers of the Otay Water District, 78 percent are aware that their invoice from the Otay Water District includes sewer service charges (**Chart 9**). In 2005, residents of Chula Vista were asked if they were aware that their monthly bill included sewer fees (The Otay Water District, in fact, collects these fees for the City of Chula Vista) and it was found that 87 percent of the Chula Vista customers were so aware – 9 percent more of them were aware than are sewer customers of the Otay Water District in 2006.

Chart 8
Trend in Water Rates Over Past Year

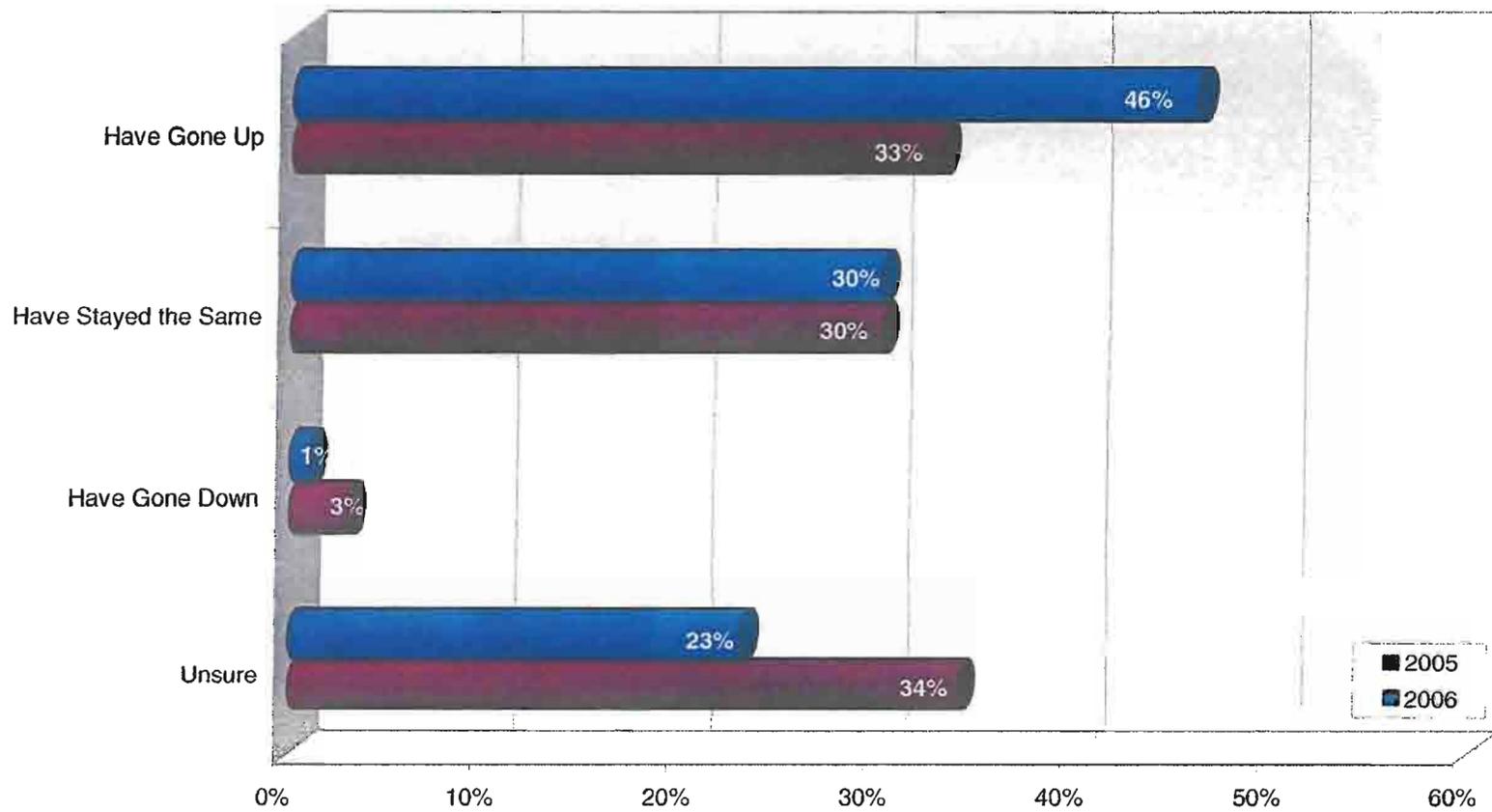
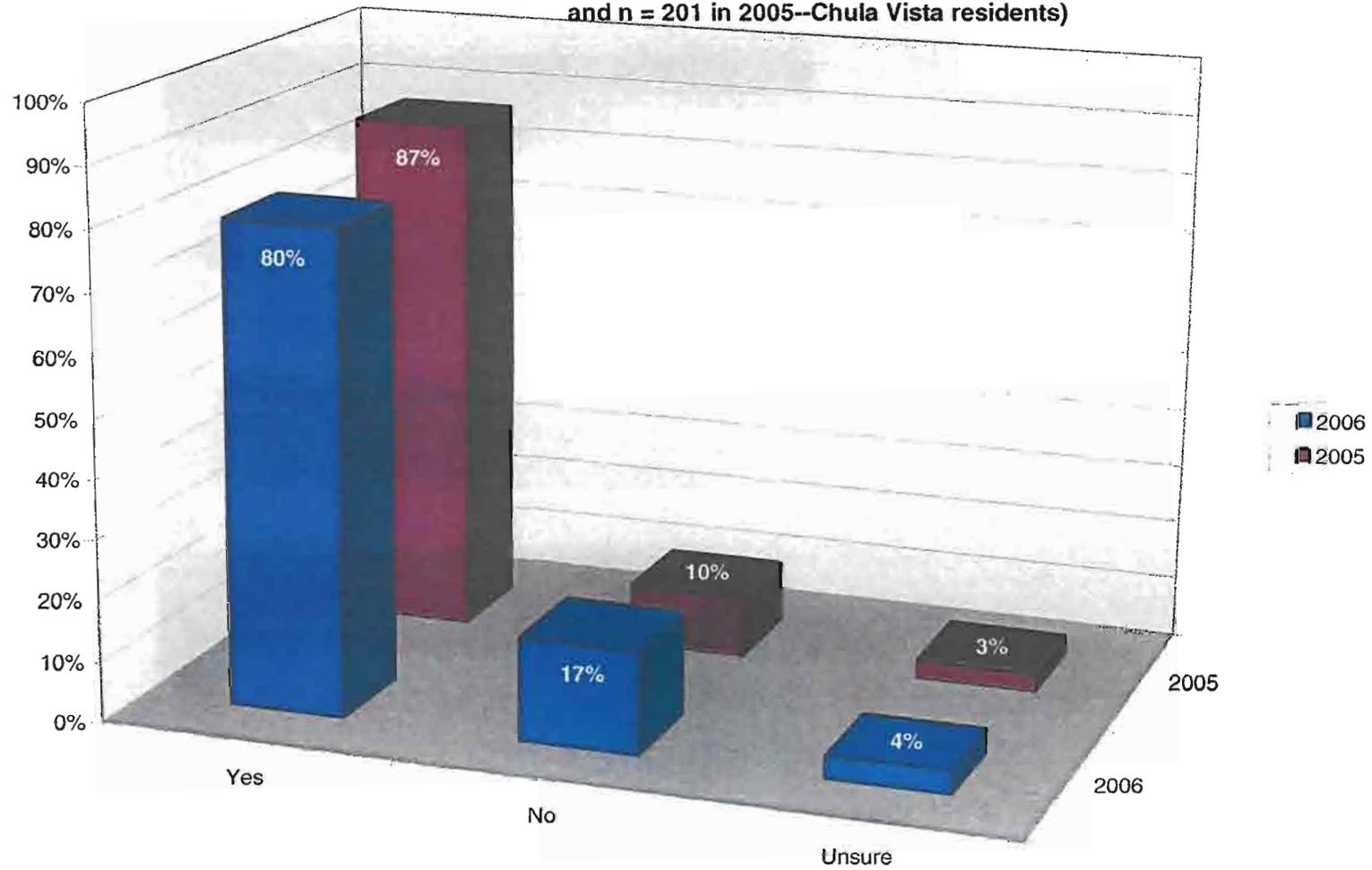


Chart 9
Aware that Monthly Invoice Includes Sewer Service Charges
(among sewer customers -- n = 75 in 2006 --Otay WD sewer customers
and n = 201 in 2005--Chula Vista residents)



According to **Chart 10**, 41 percent think that sewer rates have gone up, 22 percent think that they have remained the same, and 36 percent are unsure. This contrasts with the 2005 Chula Vista sewer customers who were considerably more uncertain about the direction of sewer rates (51 percent unsure or 15 percent more than the Otay customers in 2006). Also, Chula Vista customers were less likely to think sewer rates had gone up (32 percent) or stayed the same (16 percent) than do Otay Water District customers in 2006.

Finally, among those sewer customers who think that both water and sewer rates have increased, 42 percent believe that sewer rates have increased more than water rates, 15 percent think that water rates have increased more, 12 percent think that these increases have been equal, and 31 percent are unsure (**Chart 11**).

District Publications and Website

SUMMARY: *The monthly newsletter that accompanies the water bills is well read by customers and represents an increase in readership over the 2005 survey customers. The annual Consumer Confidence Report is less well read. One-fifth of the District customers have accessed the website and rate it very highly. This level of visitation and rating is consistent with the findings of the 2005 survey.*

Chart 12 shows that 22 percent of water bill payers always read the newsletter that accompanies the bill each month, 25 percent read it most months, and another 32 percent read it sometimes, leaving only 21 percent who never read it. The readership of the newsletter has increased since 2005 when it was found that 12 percent read it every month – 10 percent less than in 2006. Further, in 2005, 28 percent of bill payers never read their newsletter -- 7 percent more than in the 2006 survey. The increase in readership from 2005 to 2006 implies that issues associated with water and their billing rates are becoming increasingly important to water customers.

The annual Consumer Confidence Report is read by 38 percent Otay Water District customers (**Chart 13**). This is the same pattern of readership found in 2005.

Chart 14 shows that the percentage of customers who visited the Otay Water District Website in 2005 (19 percent) and in 2006 (21 percent) are about the same. **Chart 15** shows that Website visitors give the Otay Water District Website high ratings (excellent – 20 percent; good – 55 percent; fair – 14 percent, with 8 percent unsure and only 3 percent giving a rating of poor.

Chart 10
Trend In Sewer Rates Over Past Year
 (among sewer customers -- n = 75 in 2006 --Otay WD sewer customers
 and n = 201 in 2005--Chula Vista residents)

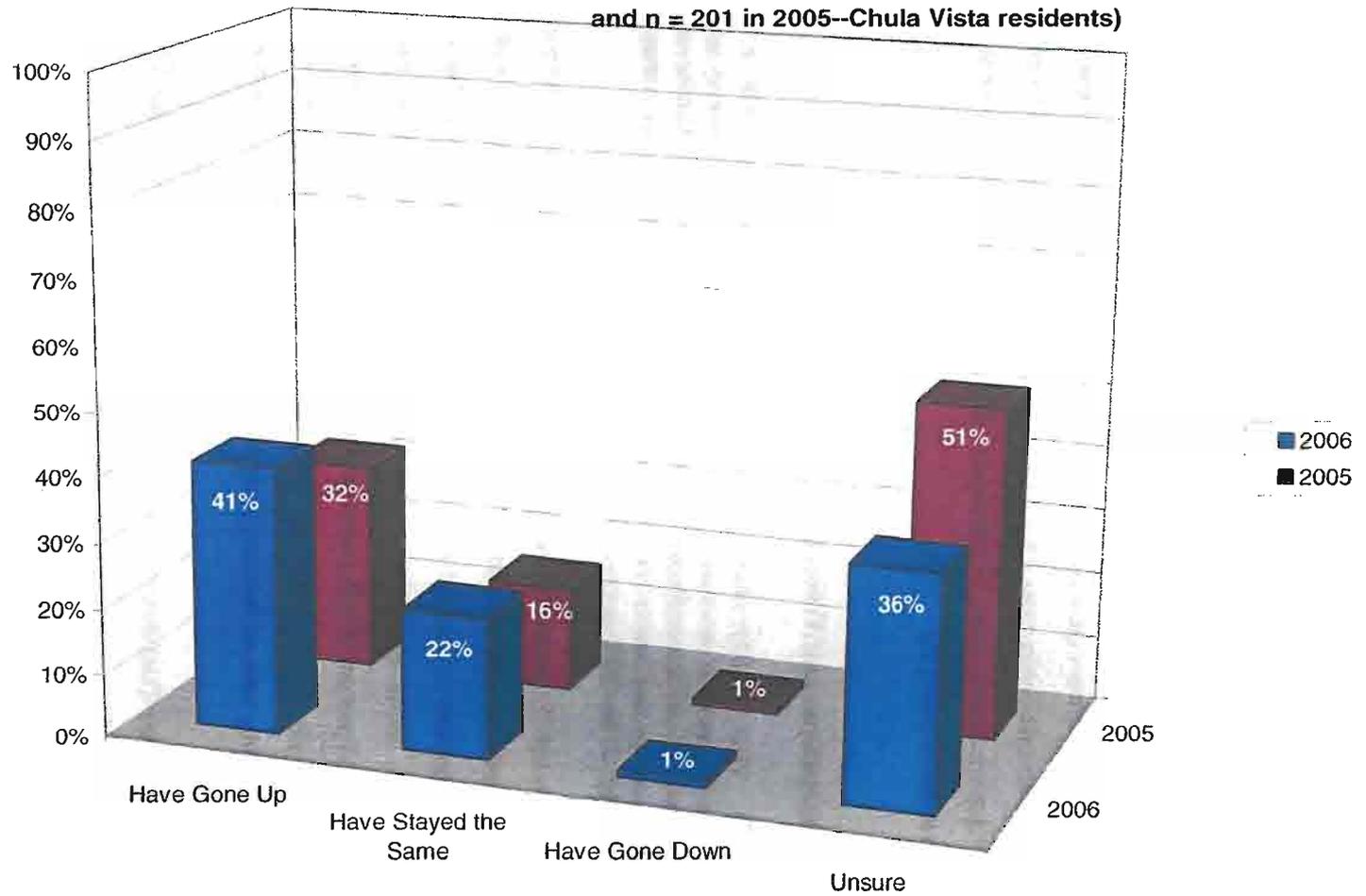


Chart 11
Which Increase Larger: Water or Sewer
(among sewer customers -- n = 75 in 2006 --Otay WD sewer customers
and n = 201 in 2005--Chula Vista residents)

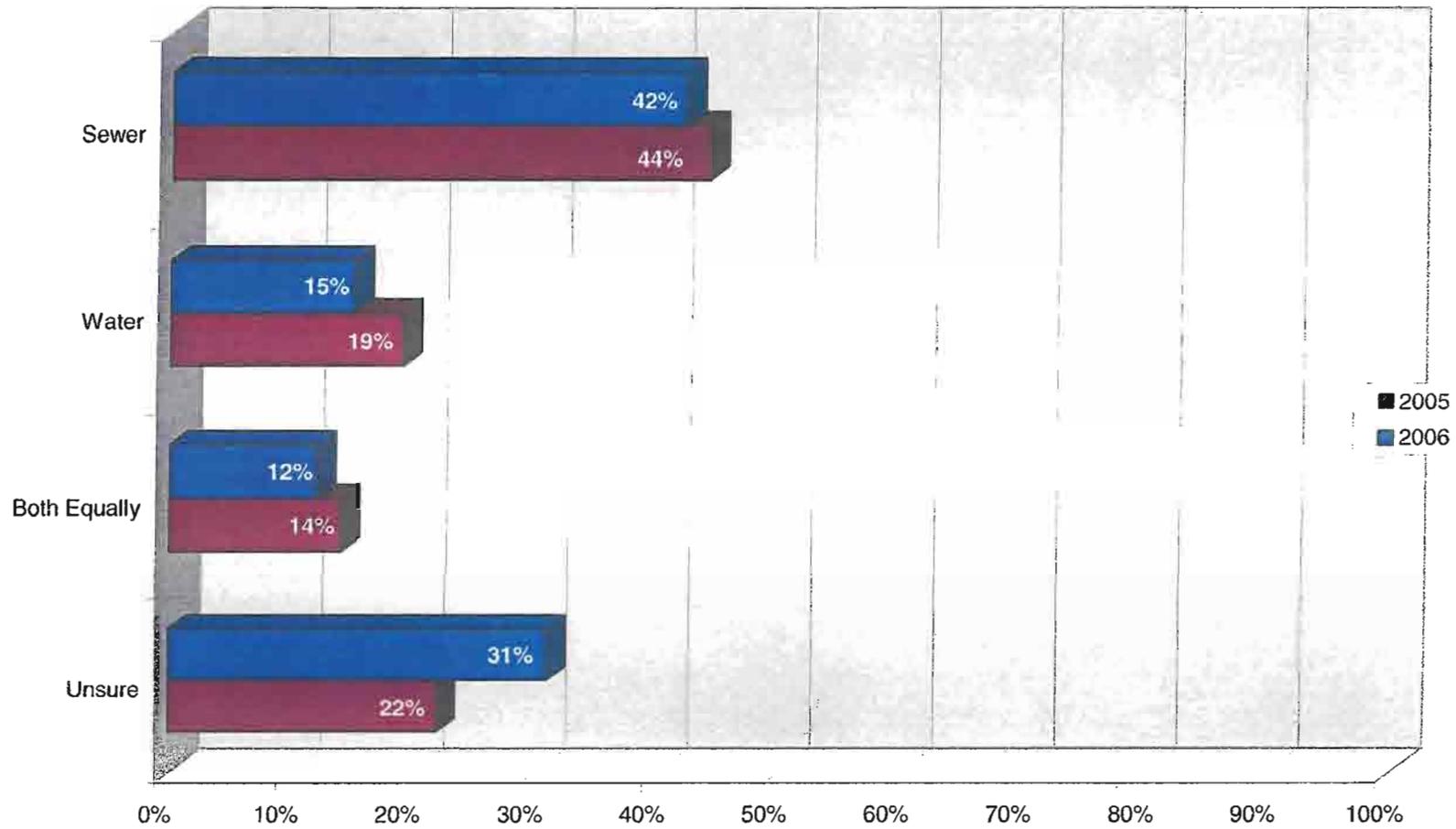


Chart 12
Read Newsletter That Comes with Monthly Bill

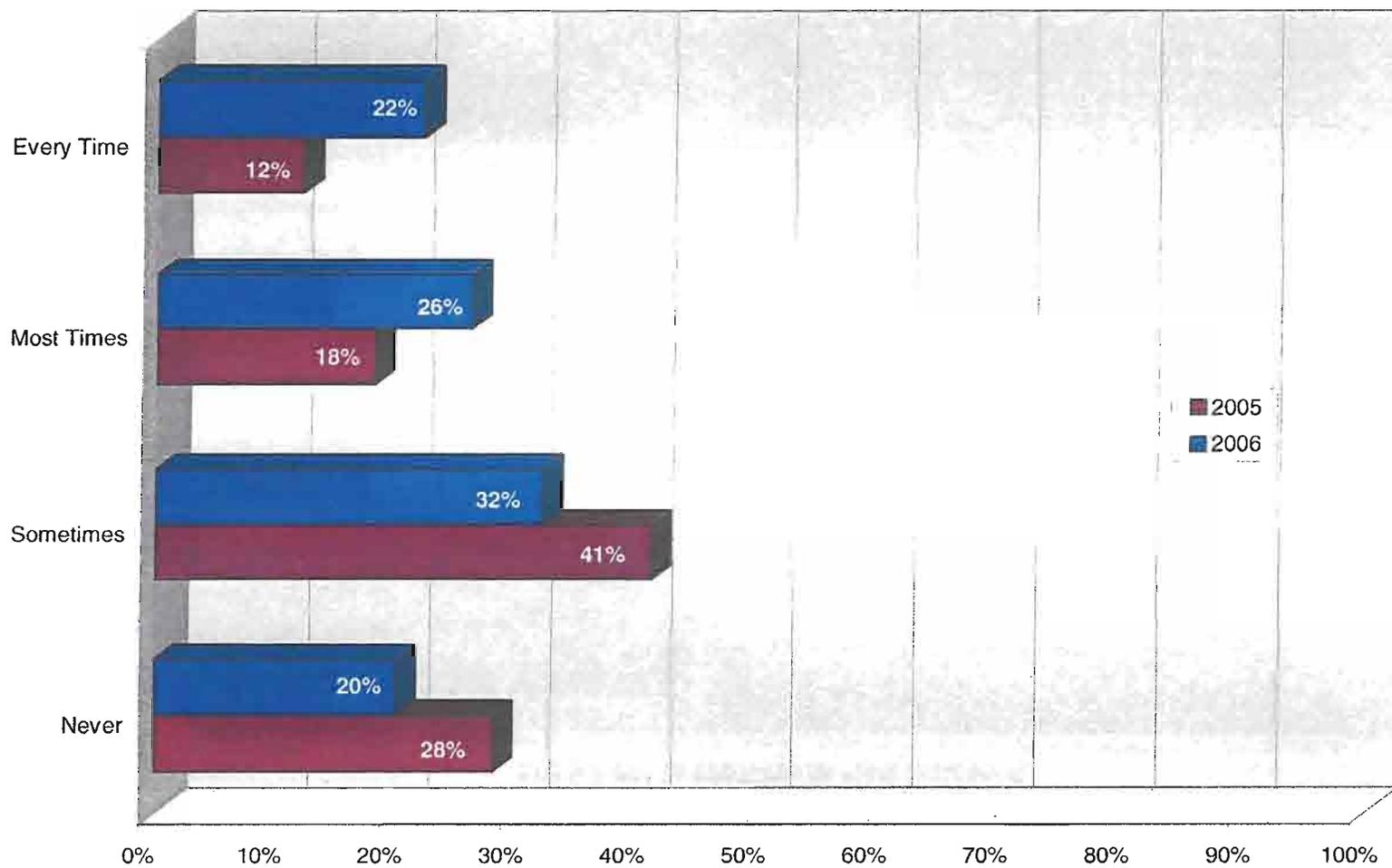


Chart 13
Read Annual Consumer Confidence Report

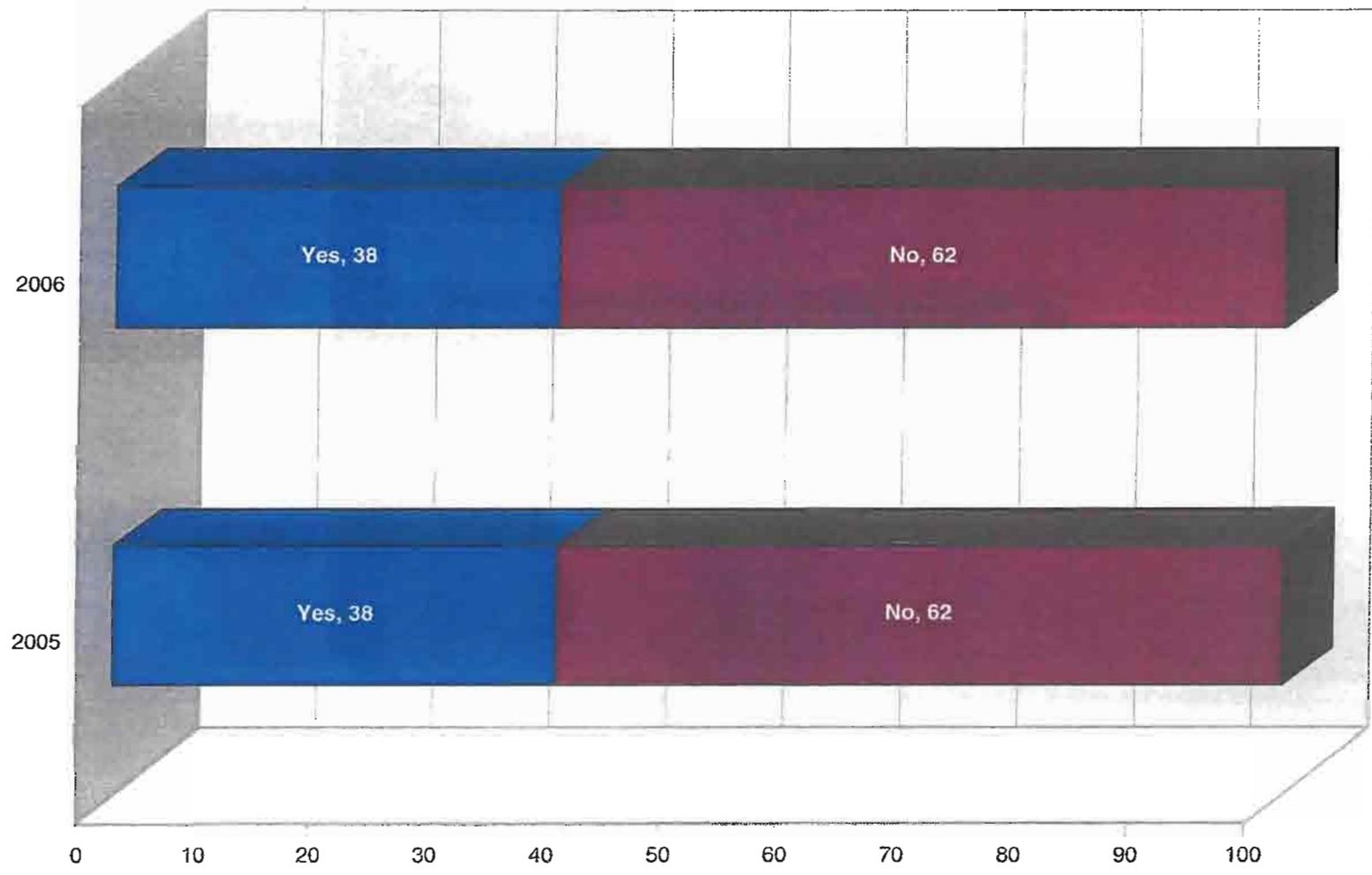


Chart 14
Visited Otay Water District Website

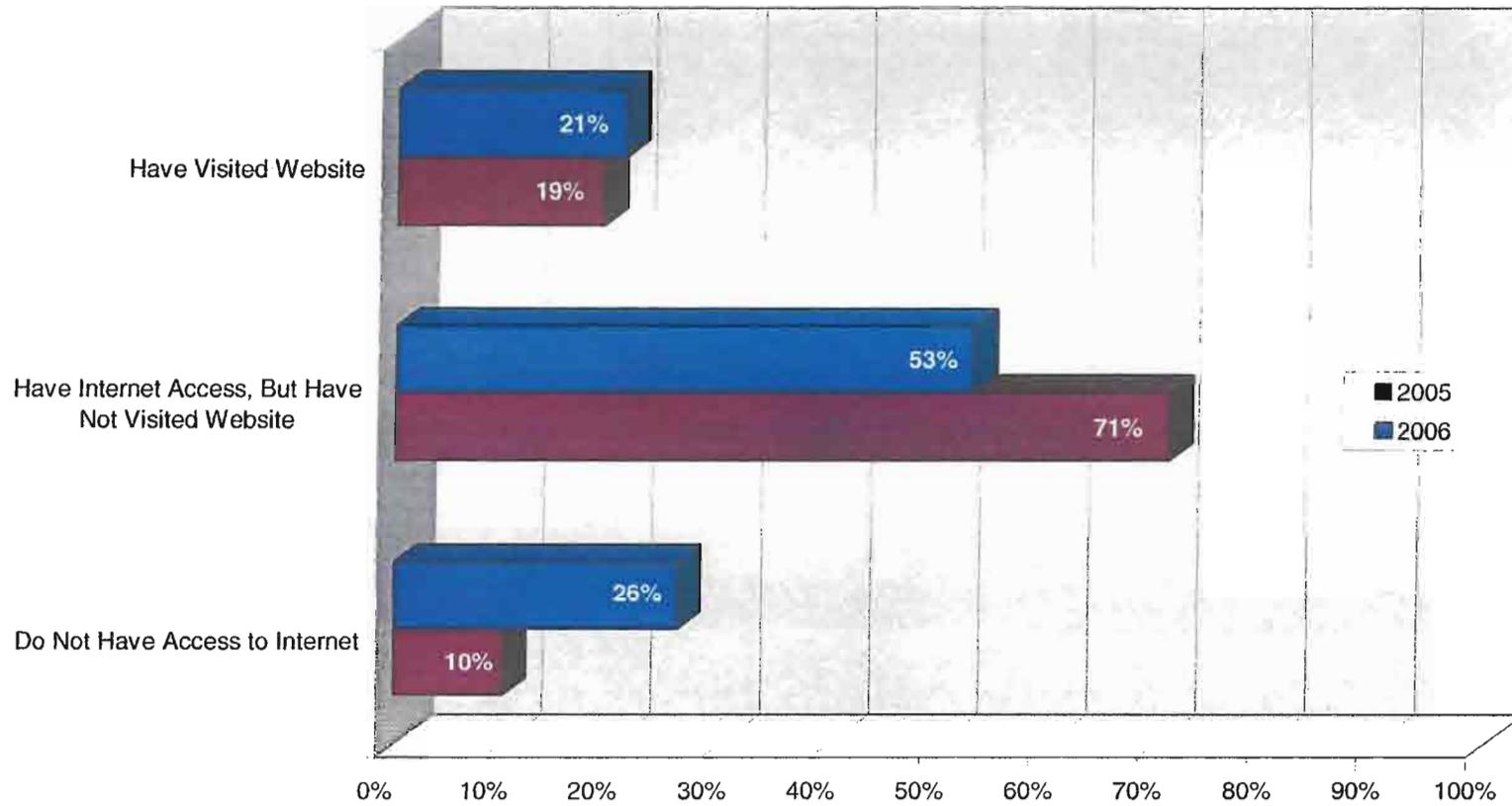
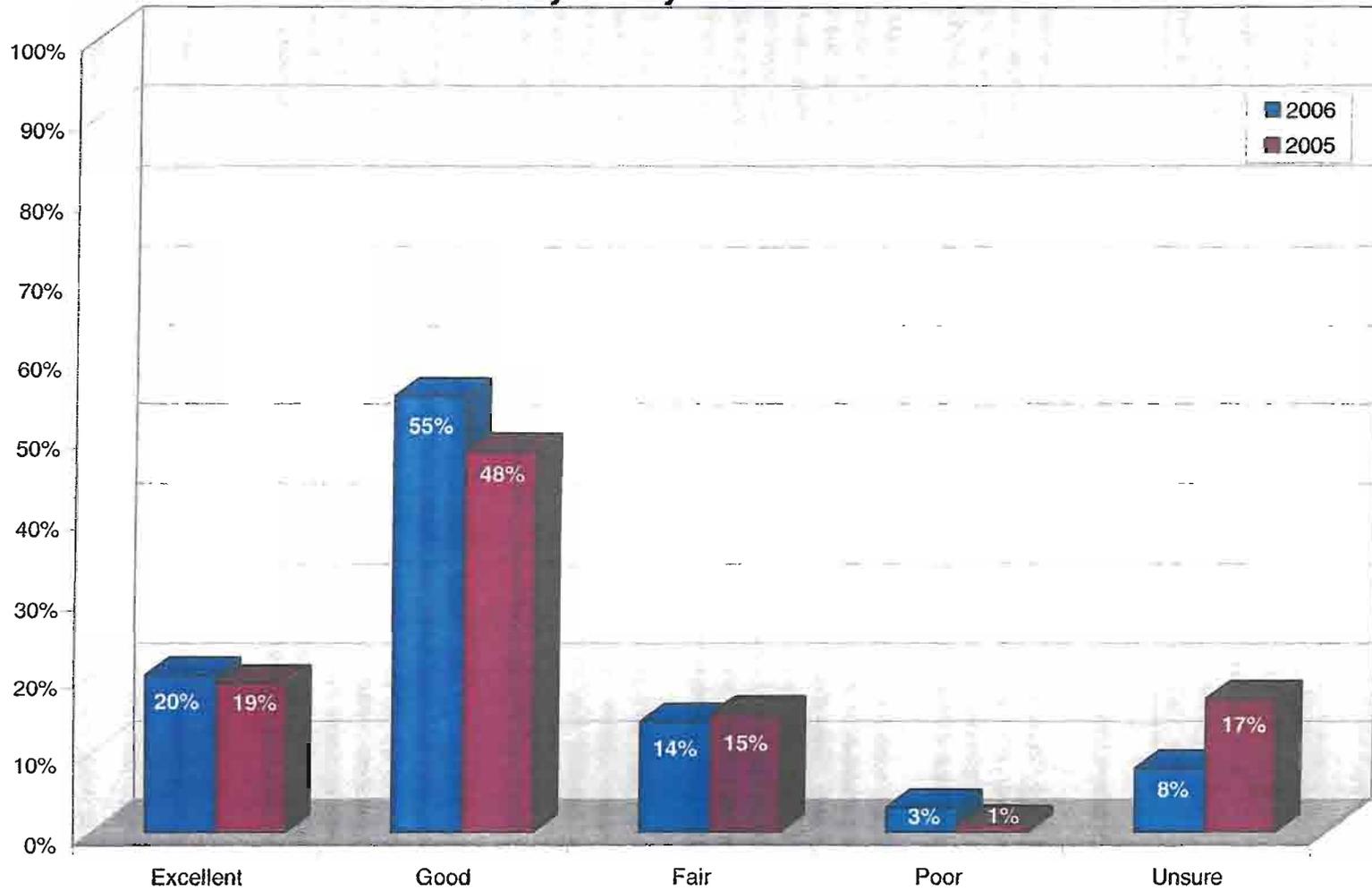


Chart 15
Quality of Otay Water District Website



Similar ratings were obtained in the 2005 survey where 67 percent rated the Website as either excellent or good.

Website visitors exhibited the following significant patterns:

- Website visitation declines with age (56 percent for 18-24 versus 22 percent for 45 and older).
- Asians (39 percent) are proportionately the most frequent visitors to the website, while Latinos are the least frequent visitors (10 percent).
- Males (28 percent) visit the Website more than do females (19 percent).

Water Conservation

SUMMARY: *There does not seem to be a great inclination toward water conservation, with about one-half of customers indicating that their interest in water conservation is only moderate (47 percent) and that their awareness of it has essentially stayed the same for the past year (61 percent). There has been some growth in awareness, however, since the 2005 survey.*

Among those with landscaping, 75 percent have automatically controlled sprinkler systems, and these customers have adjusted their automatic controller an average of 3.44 times during the past year. More than one-third (40 percent) have heard about weather-based controllers, but only 6 percent have installed one. There is not much interest in obtaining weather-based controllers in the next 12 months, with over three-fifths indicating that such a purchase would be somewhat unlikely or very unlikely. Almost two-thirds can be motivated to reduce their lawn size by some combination of lower bills, easier maintenance, and financial incentives.

Almost one-half (47 percent) of the District's customers have seen or heard of the Water Conservation Garden at Cuyamaca College and 20 percent of all customers have actually visited it. Another half of these visitors have changed their landscaping to some extent as a result of their visit(s). The most noteworthy and predominant change was the replacement of existing plants with drought-tolerant ones and secondarily, changes in watering practices.

Lastly, 44 percent of Otay Water District customers recall having seen or heard messages to conserve water used outdoors, and these messages were seen to a great extent on television. Of those who recall seeing or hearing these messages, 50 percent also recall their content (the need to conserve water and the use of drought resistant plants in landscaping were typical among the messages heard and seen). Further, 46 percent of those who have seen or heard these messages have already taken steps toward conservation as a response to these messages including adjusting sprinklers and installing weather-based controllers and/or drip irrigation.

A series of questions was posed to residents of the Otay Water District service area concerning water usage and conservation. Initially, they were asked about their level of interest in conserving water with no indication about whether this question pertained to indoor or outdoor usage – 45 percent of households characterized their level of interest as high, 47 percent as

moderate, 6 percent as low, and 1 percent as none. The same pattern of interest prevailed among customers in the 2005 survey (**Chart 16**).

- The youngest age group of 18-24 did not express as much interest in water conservation as the other age groups (18-24: 33 percent expressed a high level of interest; all other age groups: 91 percent expressed a high level of interest).

When asked how their awareness of water conservation had changed during the past year, the vast majority (61 percent) indicated that it had remained the same, and 34 percent said that it had increased (**Chart 17**). In 2005, there was less awareness of water conservation and more uncertainty. That is, 26 percent thought that household awareness of water conservation was increasing (8 percent less than in 2006) and 9 percent were unsure – a substantial difference relative to the fact that no one was unsure in 2006.

- Larger households feel that their household's awareness of water conservation was increasing (39 percent for households of 3 or more persons versus 26 percent for households of 1 or 2 persons).

Considerable attention was devoted in this survey to outdoor water usage and conservation. **Chart 18** shows that 71 percent of customers have some landscaping area for which their household is responsible. This represents a decline from 2005 where 84 percent of the customers were responsible for maintaining some landscaping. This decline may be partially explained by the fact that the 2006 survey respondents have lower income and lower educational levels than the 2005 survey respondents and, as a result, a larger proportion of the 2006 respondents may live in housing units where it is not necessary to maintain landscaping (e.g. condominium ownership).

The following relationships indicate the subgroups that have the greatest responsibility for landscaping:

- Bachelor's degree or more education (78 percent)
- Income level over \$50,000 (81 percent)
- Homeowners (73 percent)
- Sewer customers (84 percent)

Chart 19 demonstrates that among those with landscaping, 90 percent have a lawn and 26 percent of those with lawns could be motivated to reduce the size of their lawn by having reduced

water bills, 18 percent by a more easily maintained yard, and 21 percent by some financial incentive. Nothing at all could be offered that would motivate 19 percent of the customers to reduce their lawn area. In 2005, the prospect of a reduced water bill did not motivate customers to reduce the size of their lawn area to the extent that it motivates 2006 customers. That is, only 19 percent (or 7 percent less than in 2006) were so motivated in 2005 to reduce the size of their lawn. The 2005 customers were also less motivated than 2006 customers to reduce their lawn size by the prospect of receiving a financial incentive. In 2005, 16 percent (or 5 percent less than in 2006) were motivated by a financial incentive. A much greater percentage -- 35 percent (or 16 percent more than in 2006) indicated that nothing could motivate them to reduce the size of their lawn. The implication of **Chart 19** is that a greater percentage of Otay Water District customers in 2006 are willing to consider incentives to reduce the size of their lawn than were customers in 2005.

Chart 20 shows that of the 71 percent who have some landscaped area that they are responsible to maintain, 75 percent have automatically controlled sprinkler systems that they have adjusted an average of 3.44 times during the past 12 months. This is consistent with the findings of the 2005 survey.

Automatically controlled sprinklers are most prevalent among the following groups:

- Bachelor's degree or more education (81 percent)
- Whites (78 percent)
- Income level over \$50,000 (87 percent)

The following groups tended not to make any adjustments in their automatic sprinkler systems:

- Respondents under 34 years old (42 percent).
- Latinos (26 percent)

Chart 21 indicates that 34 percent have heard about weather-based controllers but have not installed one, 60 percent have not heard about weather-based controllers, and 6 percent have heard about them and have already installed them. It is shown in **Chart 22** that among those who do not have weather-based controllers, 29 percent feel that it is very likely or somewhat likely that they will purchase one in the next 12 months, while 63 percent feel that such a purchase is somewhat unlikely or very unlikely.

Chart 16
Household's Level of Interest in Conserving Water

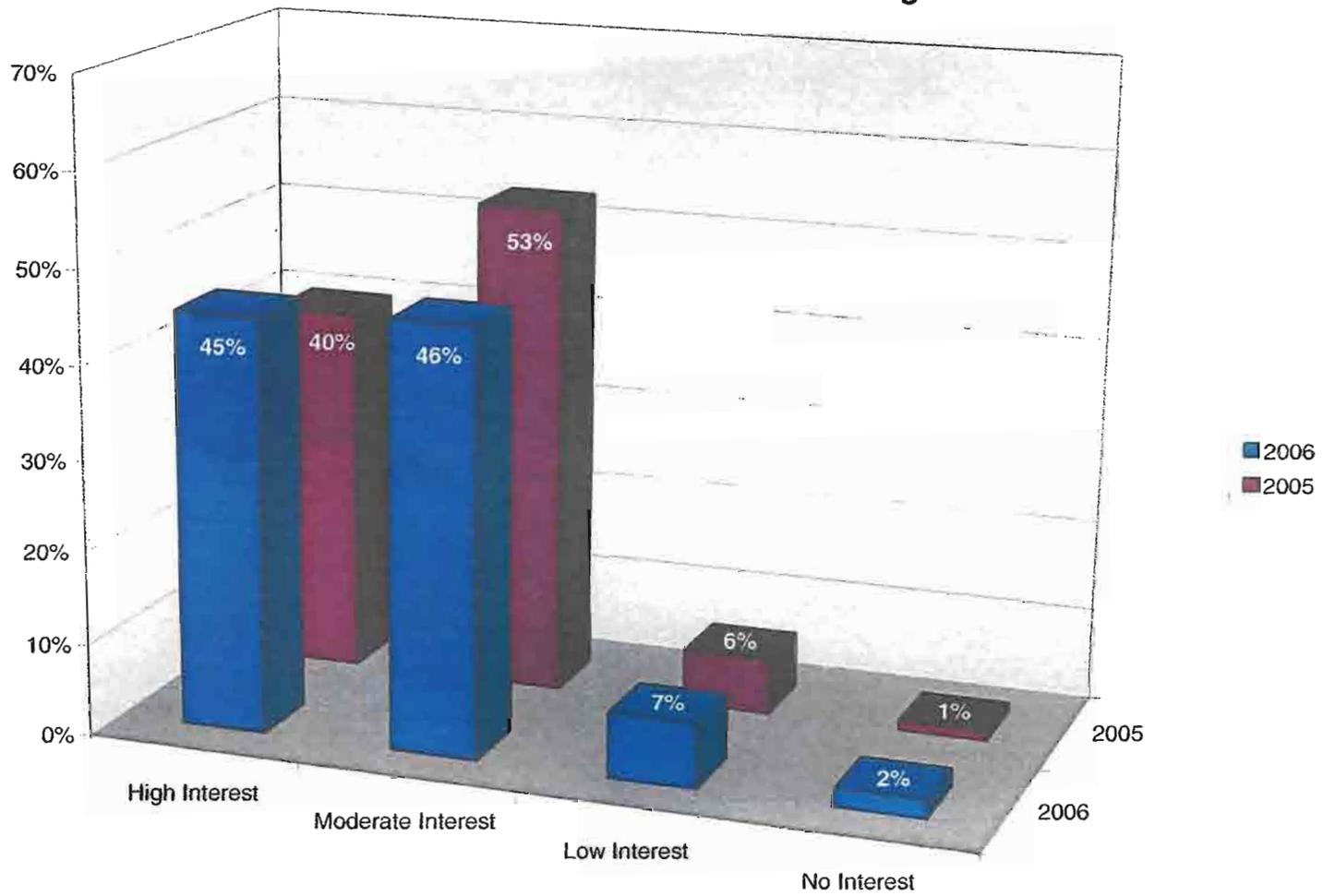


Chart 17
Household's Awareness of Water Conservation During the Past Year

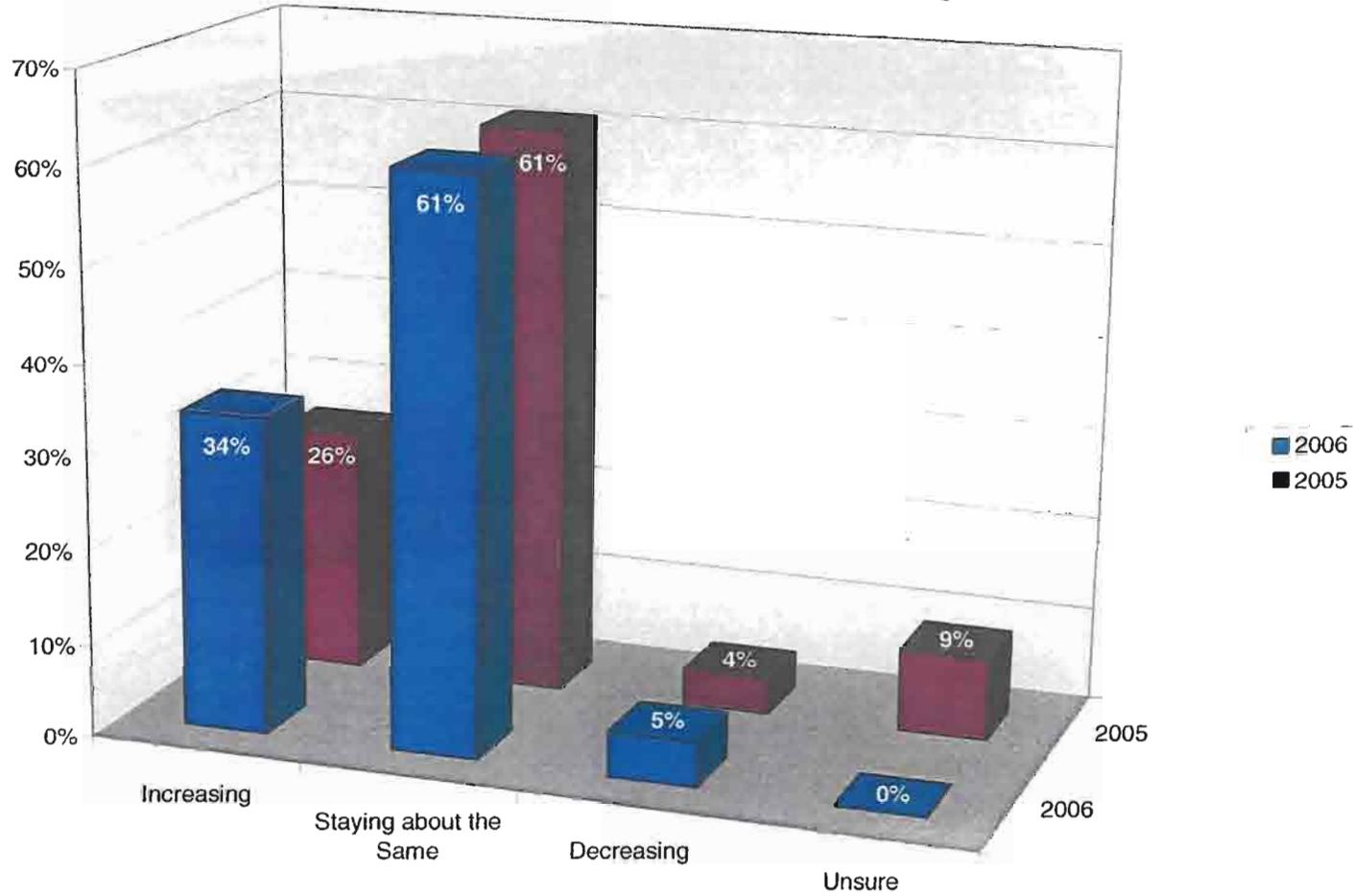


Chart 18
Household Is Responsible for Maintaining Landscaping

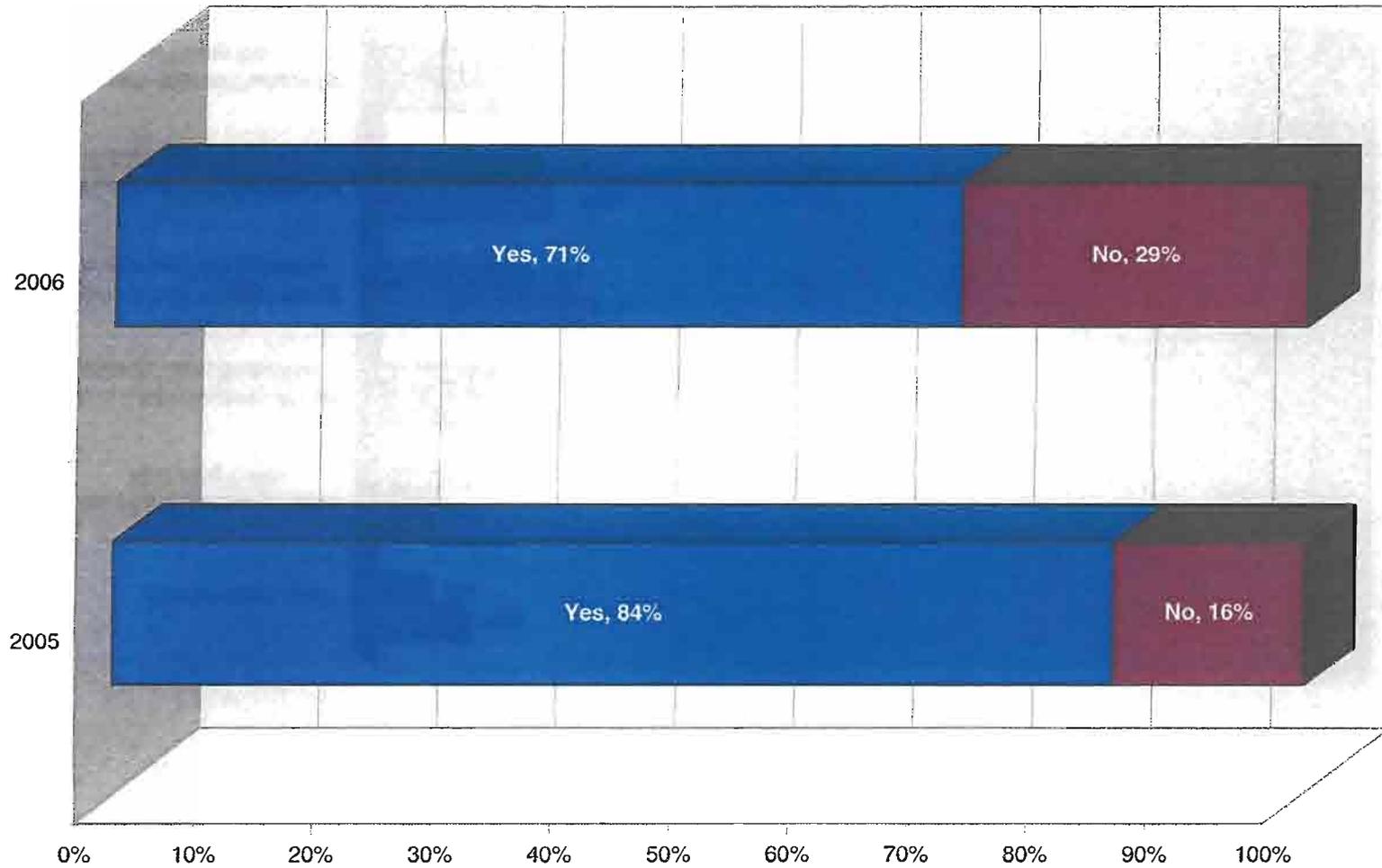


Chart 19
Incentives to Reduce Size of Lawn
 (Among the 64 percent with a lawn)

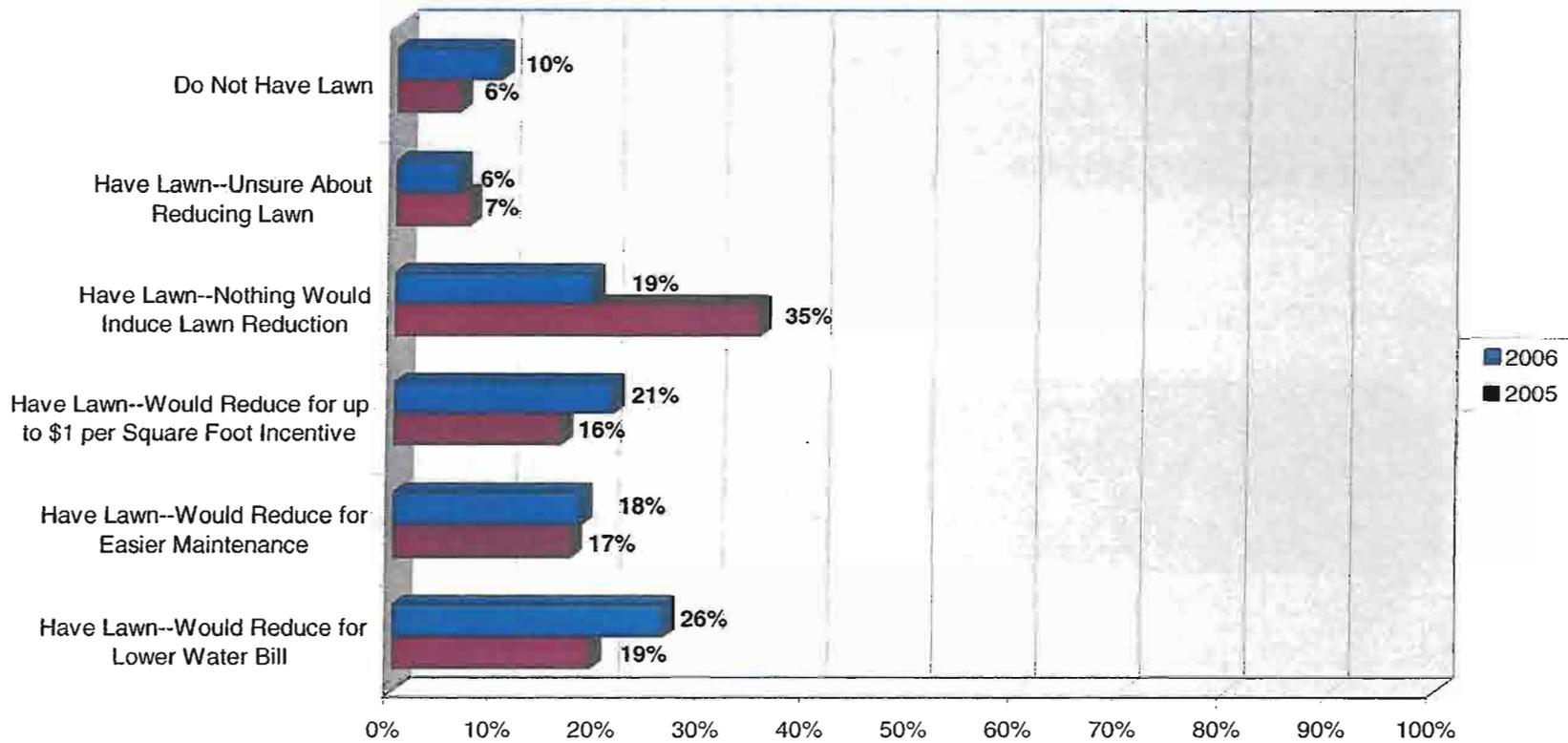


Chart 20
Automatic Sprinkler System Adjustments
(Among 71% with landscaping responsibility)

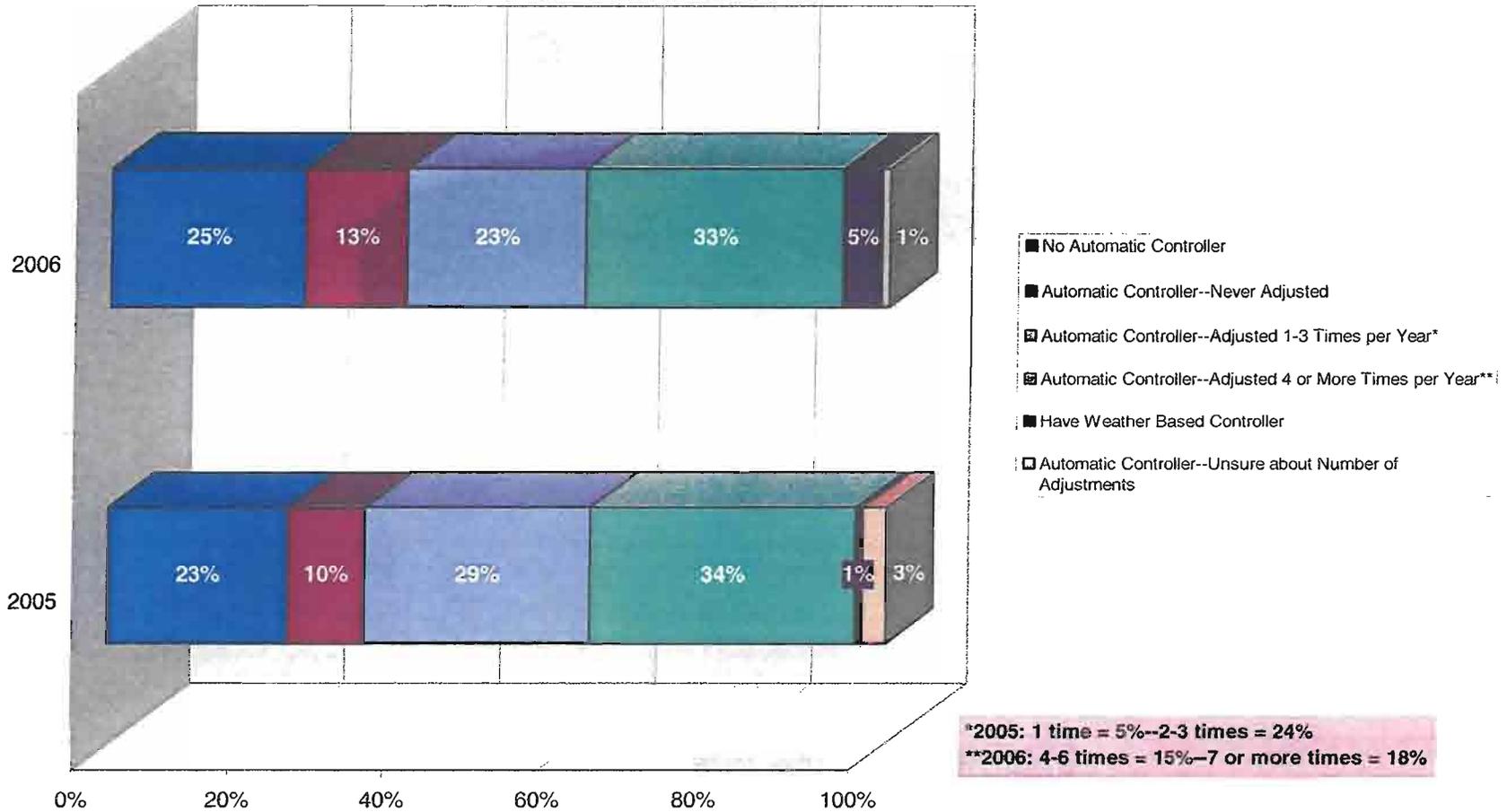


Chart 21
Heard About Weather Based Controllers
(Among 71% with landscaping)

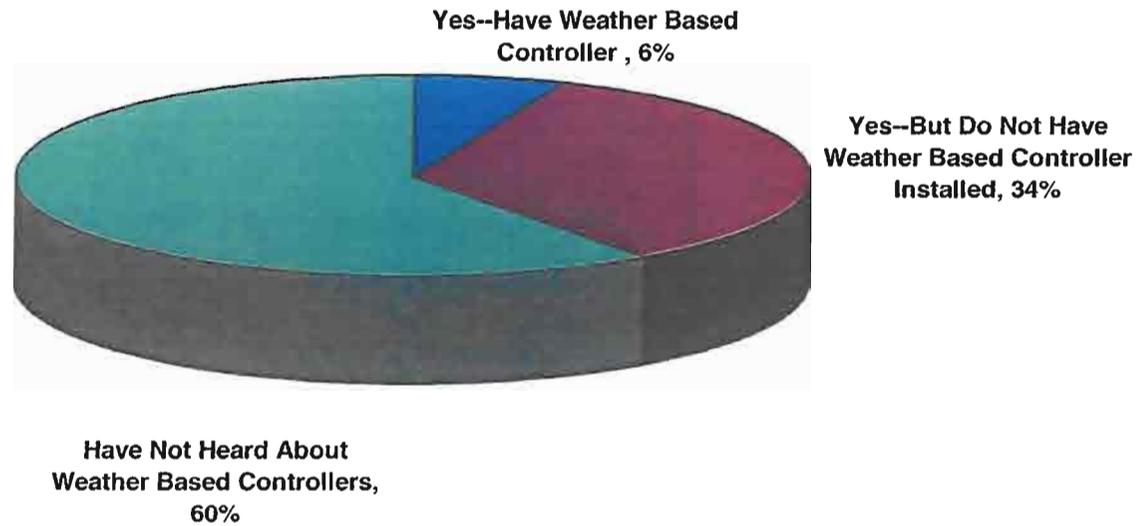
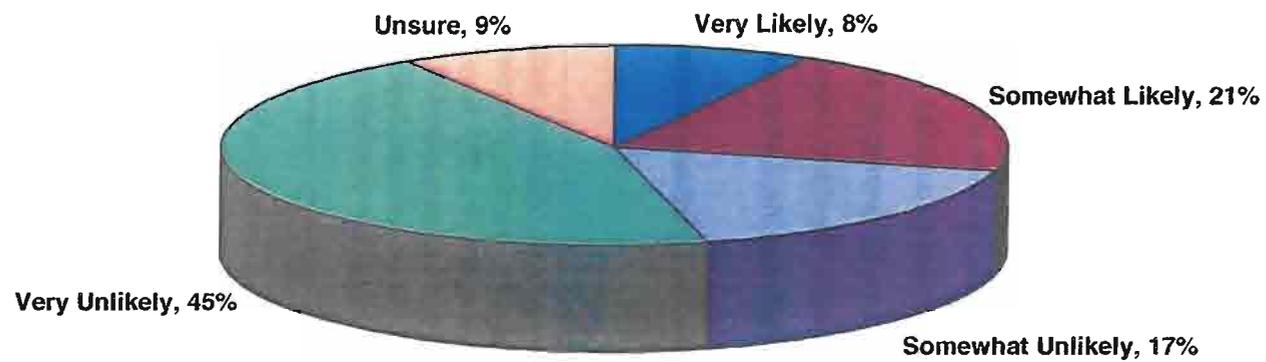


Chart 22
Likelihood of Purchasing Weather Based Controller
in Next 12 Months
(Among 93% of those with landscaping who do not have weather based controller
--66% of all respondents)



The following groups indicated that they were very likely or somewhat likely to purchase a weather-based controller in the next 12 months:

- 18-24 age group (80 percent) compared to all other age groups (26 percent)
- Homeowners (30 percent) compared to renters (8 percent).

Of those who did not indicate that they were very likely or somewhat likely to purchase a weather-based controller in the next 12 months, 33 percent responded that they would be more inclined to purchase the weather-based controller for a \$65 rebate to partially offset the full price of approximately \$300 (**Chart 23**). **Chart 24** shows that of those who did not indicate that they would purchase a weather-based controller for a rebate of \$65, 19 percent said they were more likely to do so with a \$125 voucher toward the full price of \$300. Thus, over 50 percent were likely to purchase a weather-based controller with the application of a rebate or voucher up to \$125. **Chart 25** indicates that 17 percent of those who do not have a weather-based controller were more inclined to purchase one if they heard that they could save \$30 per year on their water bill; however, 59 percent indicated that \$30 of annual savings makes no difference to them.

The following relationships are significant relative to the use of vouchers for purchasing weather-based controllers:

- \$65 vouchers (rebates) made little difference among males (62 percent) compared to females (49 percent).
- The prospect of a \$65 voucher rendered homeowners likely to purchase a weather-based controller (35 percent) compared to renters 14 percent).
- Home owner are more indifferent toward the use of \$125 vouchers (rebates) (68 percent) for purchasing weather based controllers than are renters (18 percent).

Cuyamaca College in El Cajon maintains a Water Conservation Garden that demonstrates various drought resistant and water efficient plants in an attractive and educational environment. Respondents were asked if they had ever seen or heard about the garden and 47 percent responded in a positive fashion; 20 percent of all respondents have, in fact, visited the garden (**Chart 26**). Three-fourths of those who have visited the Garden have done so 3 or fewer times, but 10 percent were very frequent visitors with 10 or more visits. The mean number of visits is 3.66.

Chart 23
Likelihood of Purchasing Weather Based Controller in Next 12 Months if \$65 Rebate
(Among remaining 85% with landscaping who did not indicate very likely purchase without rebate-- 60% of all respondents)

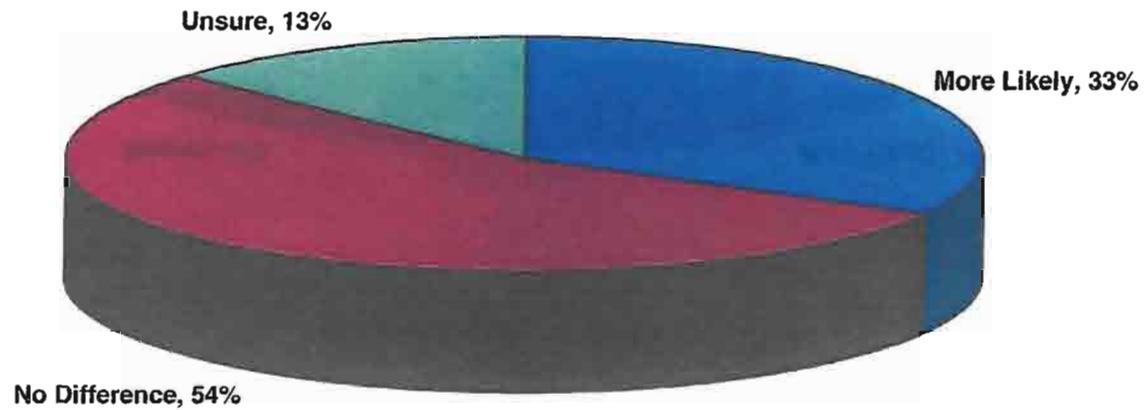


Chart 24
Likelihood of Purchasing Weather Based Controller if \$125 Rebate
(Among remaining 52% with landscaping who did not indicate more likely purchase with \$65 rebate--
37% of all repondents)

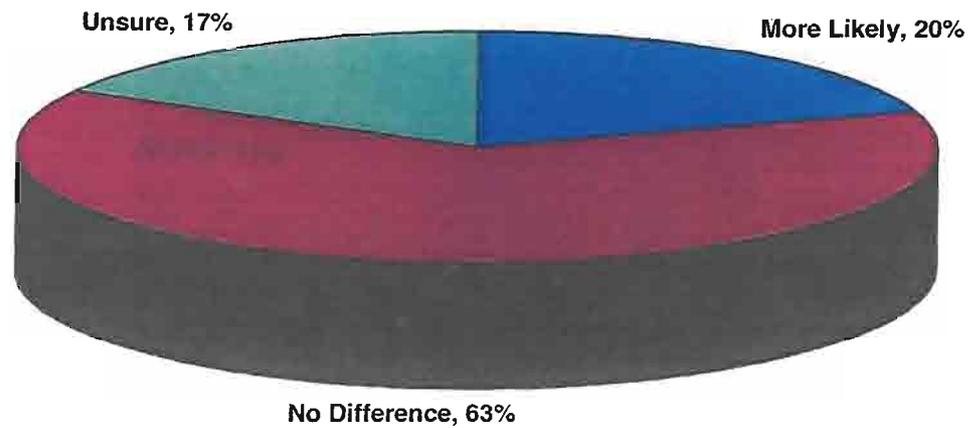


Chart 25
Likelihood of Purchasing Weather Based Controller After Finding Out
Approximate Annual Savings = \$30
(among 93% of those with landscaping who do not have weather based controller--66% of all respondents)

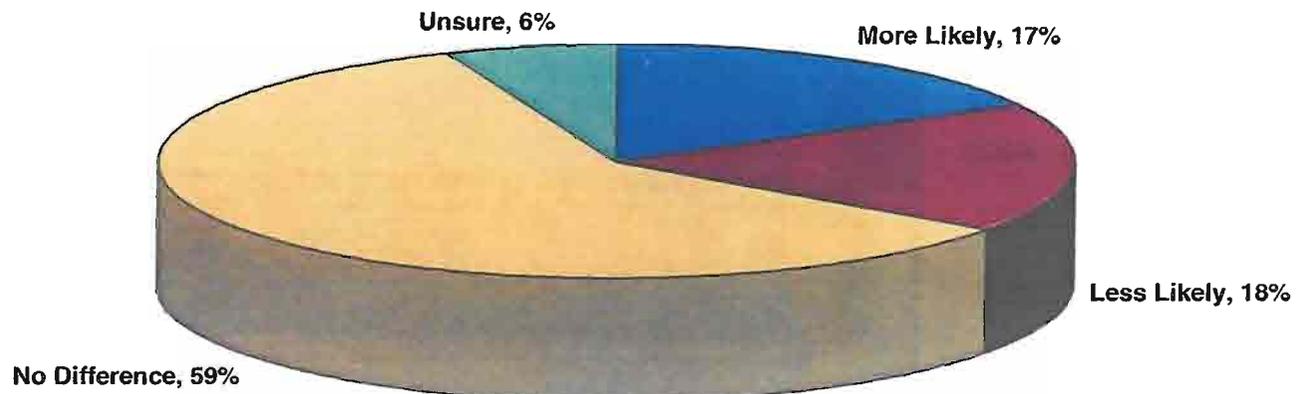
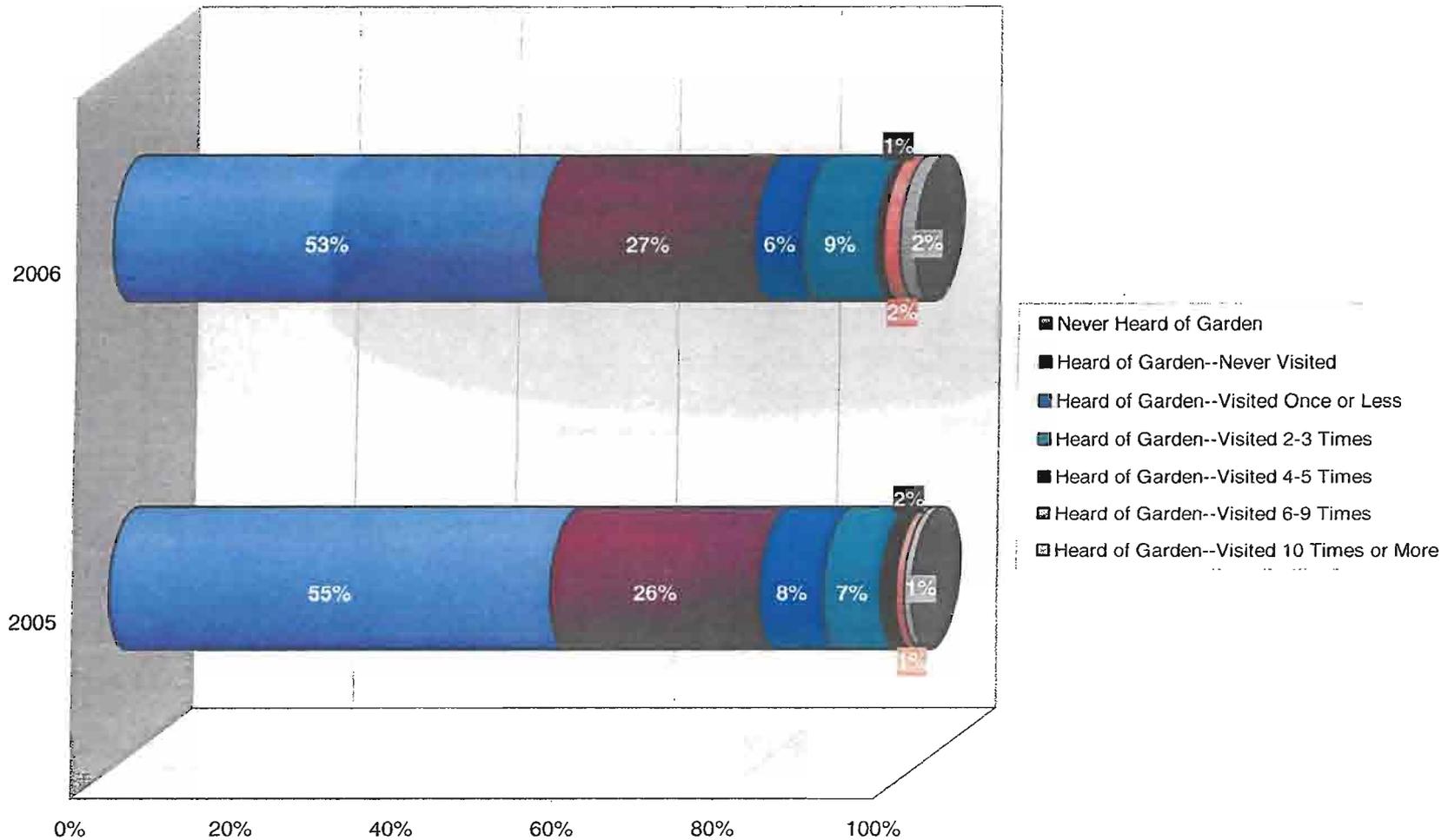


Chart 26
Heard of and Visited Cuyamaca College Water Conservation Garden in Past 6 Years



The percentage of those who visited most frequently (10 visits or more) doubled from 5 percent in 2005 and the mean visits increased from 2.90 to 3.66. These findings represent a clear indication that the Water Conservation Garden is receiving more attention by Otay Water District customers who are seeking information about drought resistant plants and water efficiency.

The following groups were most likely to have seen or heard about the Cuyamaca Garden:

- Respondents over the age of 45 (41 percent) compared to those 45 and under (33 percent)
- Bachelor's degree or more education (53 percent) compared to High School or less (39 percent)
- Whites (55 percent) and Asians (50 percent)
- Respondents who elected to complete the survey in English (49 percent) compared to those who elected to complete the Spanish version (16 percent)
- Homeowners (50 percent) compared to renters (19 percent).
- Sewer customers of the Otay Water District (69 percent) compared to water only customers (44 percent).

The following groups tend to visit the Garden more than other groups:

- Bachelor's degree or more education (51 percent)
- Whites (51 percent)
- Sewer customers (57 percent)

One-half of the visitors to the Cuyamaca College Garden have made changes to their landscaping as a result of what they learned at the Water Conservation Garden (**Chart 27**). The most noteworthy and predominant change was the use of drought tolerant plants, and secondarily, changes in watering practices.

In recent years, water agencies have asked local media to request that residents and businesses take steps to conserve water used outdoors. **Chart 28** shows that 44 percent of the Otay Water District customers recall having seen or heard such messages, allocated as follows: 22 percent recall seeing these messages on television; 6 percent recall messages on the radio; and another 5 percent recall messages sent with their monthly bill. **Chart 29** indicates that 50 percent of those who recall seeing or hearing these messages do not remember the content of these messages, 19 percent remember the message that they "must save water", and 8 percent remember that they should "use drought resistant plants in landscaping."

Chart 27
Made Changes to Watering/Landscaping Practices As Result of Visiting Conservation Garden
(among 20% (2006) and 19% (2005) who have visited garden)

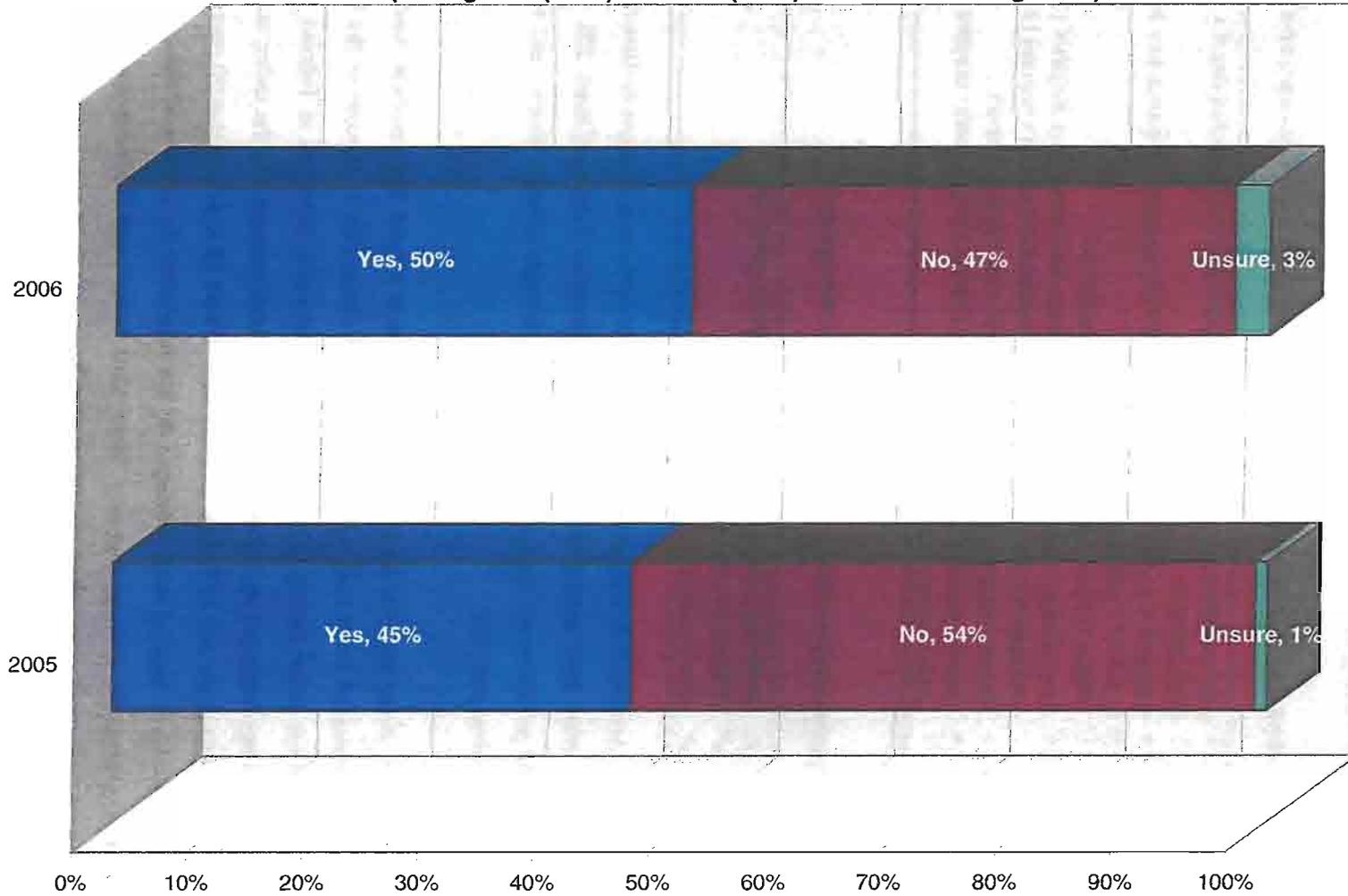


Chart 28
Recall Seeing or Hearing Messages
About Outdoor Water Conservation

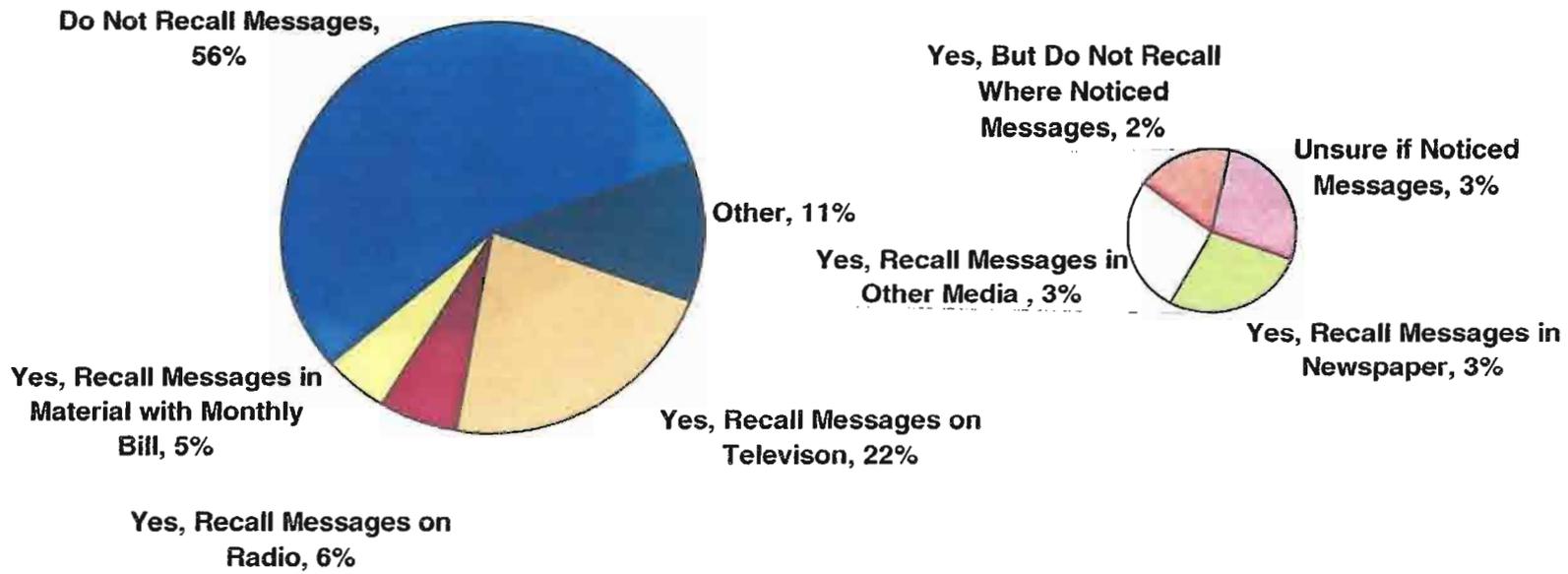
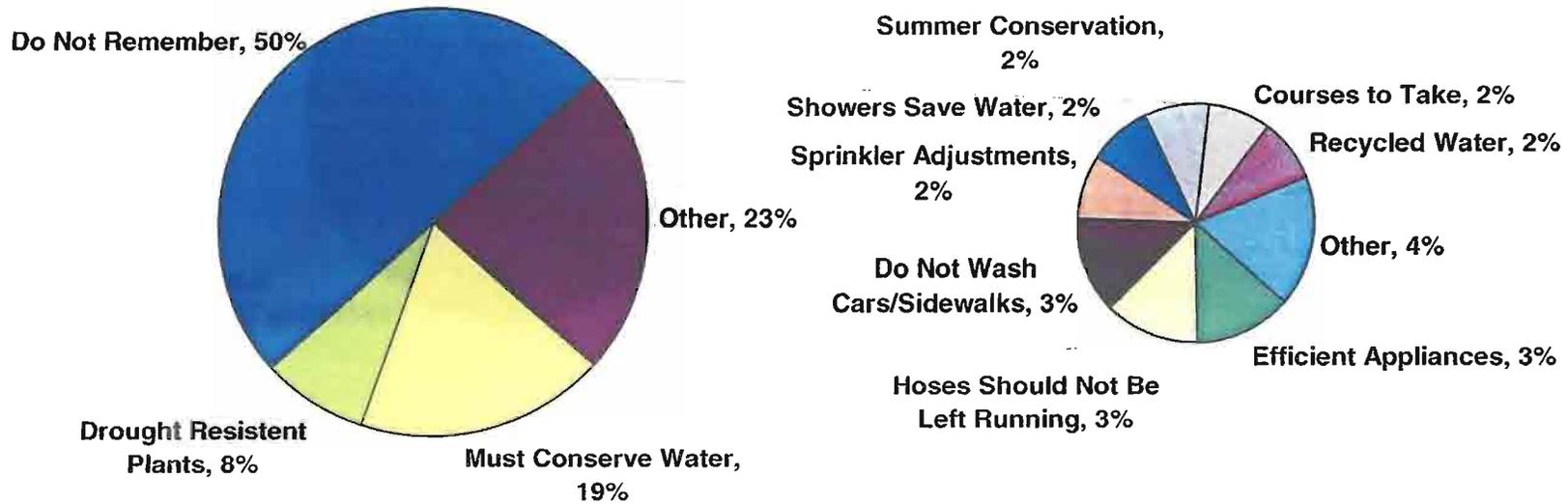


Chart 29
What Is Remembered From Outdoor Water Messages
 (Among those 41% with landscaping who recall seeing or hearing messages
 = 29% of all respondents)



- Hispanics (50 percent) and Whites (48 percent) tend to recall outdoor water conservation messages more so than other ethnic groups.

The following groups were particularly attuned to where they saw or heard the messages about outdoor water conservation:

- Customers who contract only for water (56 percent) tend to see these conservation messages on television more so than customers who contract for both sewer and water services (28 percent)
- Customers who contract for sewer and water (32 percent) are more likely to hear these conservation messages on the radio than are customers who contract only for water. (12 percent)
- Sewer and water customers (20 percent) are more inclined to see the conservation messages in their monthly bill than are water customers (10 percent)

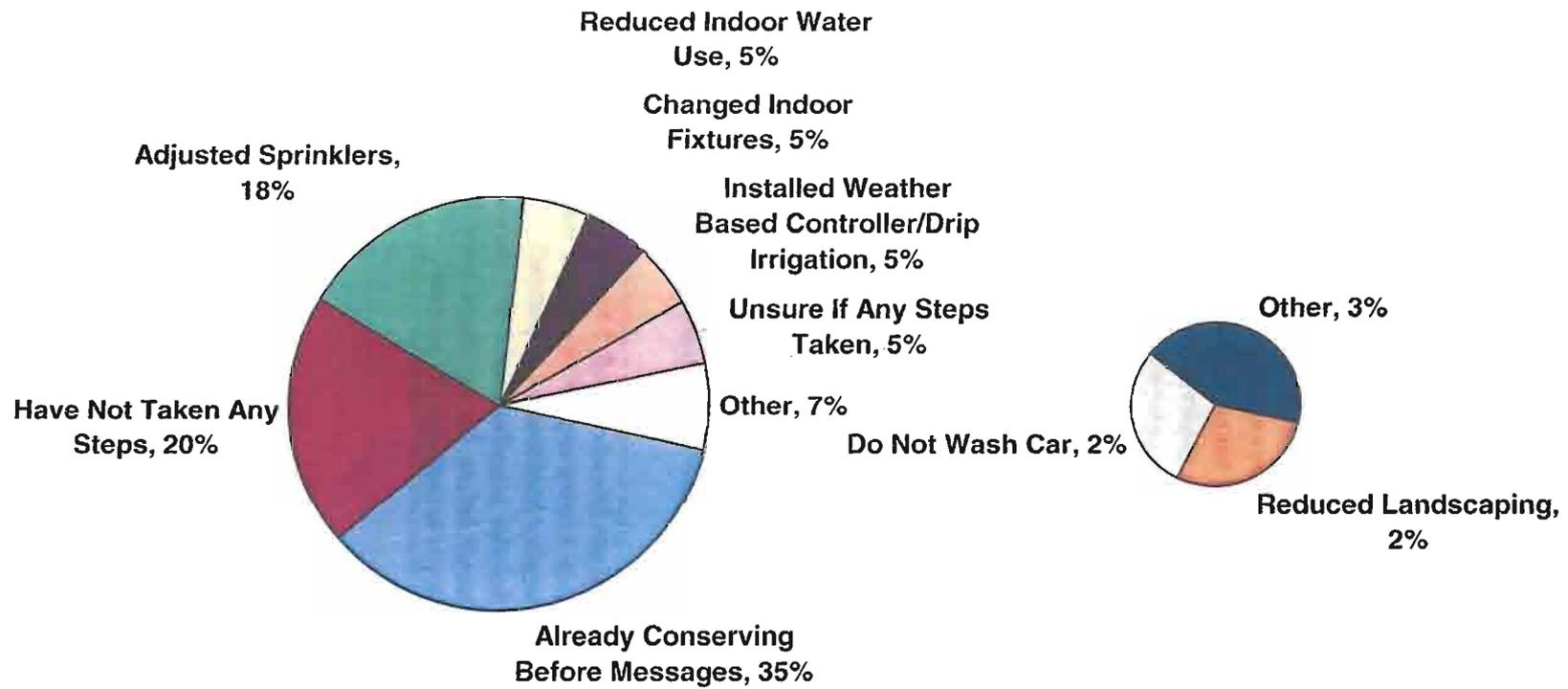
Chart 30 demonstrates that among those who recall hearing or seeing conservation messages, 45 percent have taken steps to conserve water in response to these messages. Further, an additional 35 percent had already taken conservation steps prior to hearing or seeing these messages. Steps taken in response to the messages include: adjusted sprinklers (18 percent) and installed weather-based controller/drip irrigation (5 percent), along with indoor measures such as reduced indoor water use (5 percent) and changed indoor fixtures (5 percent). Verbatim responses for the steps taken to conserve water are listed in the Appendix.

- Larger households of 3 or persons tended to recall the specific steps they took toward improving outdoor water conservation (51 percent) more so than smaller households (23 percent).
- Smaller households of 1 or 2 persons indicated they were already conserving water before the messages were heard or seen (57 percent) more so than larger households (22 percent).

Recycled Water

SUMMARY *Recycled water is strongly supported as a source of alternative water supply under most circumstances. The strongest support for using recycled water comes when it is used for watering landscape along freeways and golf courses, watering residential yards, and for use in industrial processing and manufacturing. There is somewhat less support for the use of recycled water in replenishing recreational lakes. These patterns are similar to those in the 2005 survey.*

Chart 30
Steps Taken in Response to Outdoor Water Usage Messages
 (Among those 41% with landscaping who recall seeing or hearing messages
 = 29% of all respondents)



Only one-third of customers know that sewer water makes up the wastewater that is used for recycled water. Customers do not support recycled water as an addition to the supply of drinking water. This opposition is modified when recycled water undergoes advanced, secondary treatment.

Chart 31 indicates that approximately one-third of the Otay Water District customers know that sewer water is wastewater that is used for recycling. On other hand, 42 percent think that storm drain run-off constitutes the wastewater used in the recycling process.

- Males (39 percent) tend to know that sewer water is wastewater used in recycling.
- Females (44 percent) and renters (61 percent) are the two groups that are inclined to think that storm drain runoff is wastewater used in recycling.

Recycled water is strongly supported as a source of alternative water supply under most circumstances. **Chart 32** shows that the strongest support for recycled water occurs when it is used for watering landscape along freeways and golf courses (93 percent, of which 66 percent strongly favor such use), watering residential yards (88 percent – 56 percent strongly), and industrial processing and manufacturing (81 percent – 47 percent strongly). Use of recycled water for replenishing recreational lakes is less supported (69 percent—30 percent strongly). Customers do not support recycled water as an addition to the supply of drinking water (46 percent strongly oppose and 14 percent somewhat oppose).

In 2005 (**Charts 33-36**), the pattern of support for the use of recycled water was similar to 2006, with the exception that all comparable uses in 2005 showed greater percentages of strong support in contrast to the more lukewarm “somewhat” characterization in 2006. In 2006, however, there was more support for the use of recycled water in replenishing recreational lakes (17 percent more in favor than in 2005).

The following groups are significantly in favor or opposed to using recycled water for:

Watering landscaping along freeways and golf courses:

- Customers over 35 years old strongly favor (72 percent)
- Asians strongly favor or somewhat favor (96 percent)

Replenishing recreational lakes:

- Renters strongly favor or somewhat favor using recycled water to replenish recreational lakes (97 percent).

- Customers who think that storm drain runoff is wastewater are less in favor of its being recycled for use in replenishing recreational lakes (67 percent strongly favor or somewhat favor in contrast to 81 percent of those who do not think that storm runoff is wastewater).

Industrial processing and manufacturing:

- Customers who think that storm drain runoff is wastewater support its recycled use in industrial processing and manufacturing (60 percent strongly).

Drinking water:

- Whites strongly favor or somewhat favor the use of recycled water for drinking purposes (41 percent)
- Customers who do not know that sewer water is wastewater support its recycled use as an addition to the supply of drinking water more than those who know that sewer water is the wastewater which is used in recycling (45 percent of those who are not aware that wastewater is sewer water strongly favor or somewhat favor in contrast to 28 percent of those who know).

Respondents, who oppose the use of recycled water for drinking purposes (60 percent), were informed that recycled water can receive advanced treatment in the form of additional filtration, reverse osmosis, and chlorination. These respondents were asked if they would accept recycled water for drinking purposes if it were subject to such advanced treatment and if they learned the following facts about recycled water (**Chart 37**). The percentages in parentheses reflect the customers who were formerly opposed to using recycled water for drinking purposes but who changed their minds upon learning that:

- Recycled water remained one year in a reservoir and then was retreated (34 percent)
- Recycled water is used as drinking water in other U.S. communities (31 percent)
- Recycled water could supply as much as 10 percent of drinking water (33 percent)
- California standards are among most strict in nation (46 percent).

It is noteworthy that one-third to one-half of those who were originally opposed to the use of recycled water for drinking purposes would find it acceptable if it received advanced treatment and if certain critical information about recycling were made available to them.

The following groups would find recycled water acceptable for use as drinking water if it were treated by using advanced technology and certain critical facts, as noted, were known to them:

Recycled water is used to supplement drinking water in other U.S. communities.

- Income level over \$75,000 (44 percent)

Recycled water could supply as much as 10 percent of local drinking water.

- Income level over \$75,000 (40 percent)
- Renters (44 percent)

Recycled water would be treated to meet California standards – among the most strict in the nation.

- Lived in San Diego County for 21 years or more (48 percent)
- Females (50 percent)

Chart 31
Recycled Water Consists of....

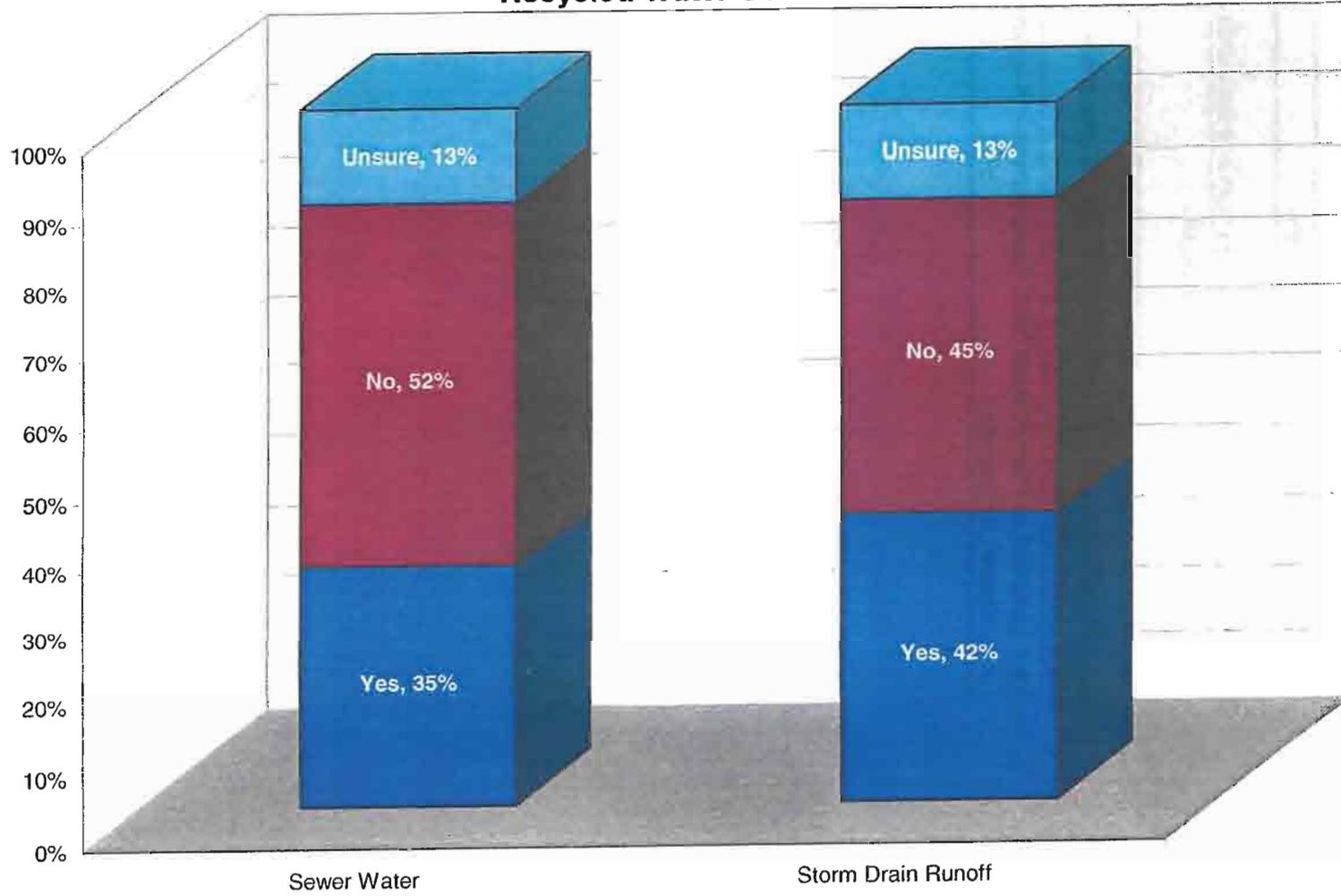


Chart 32
Favor or Oppose Recycled Water for....

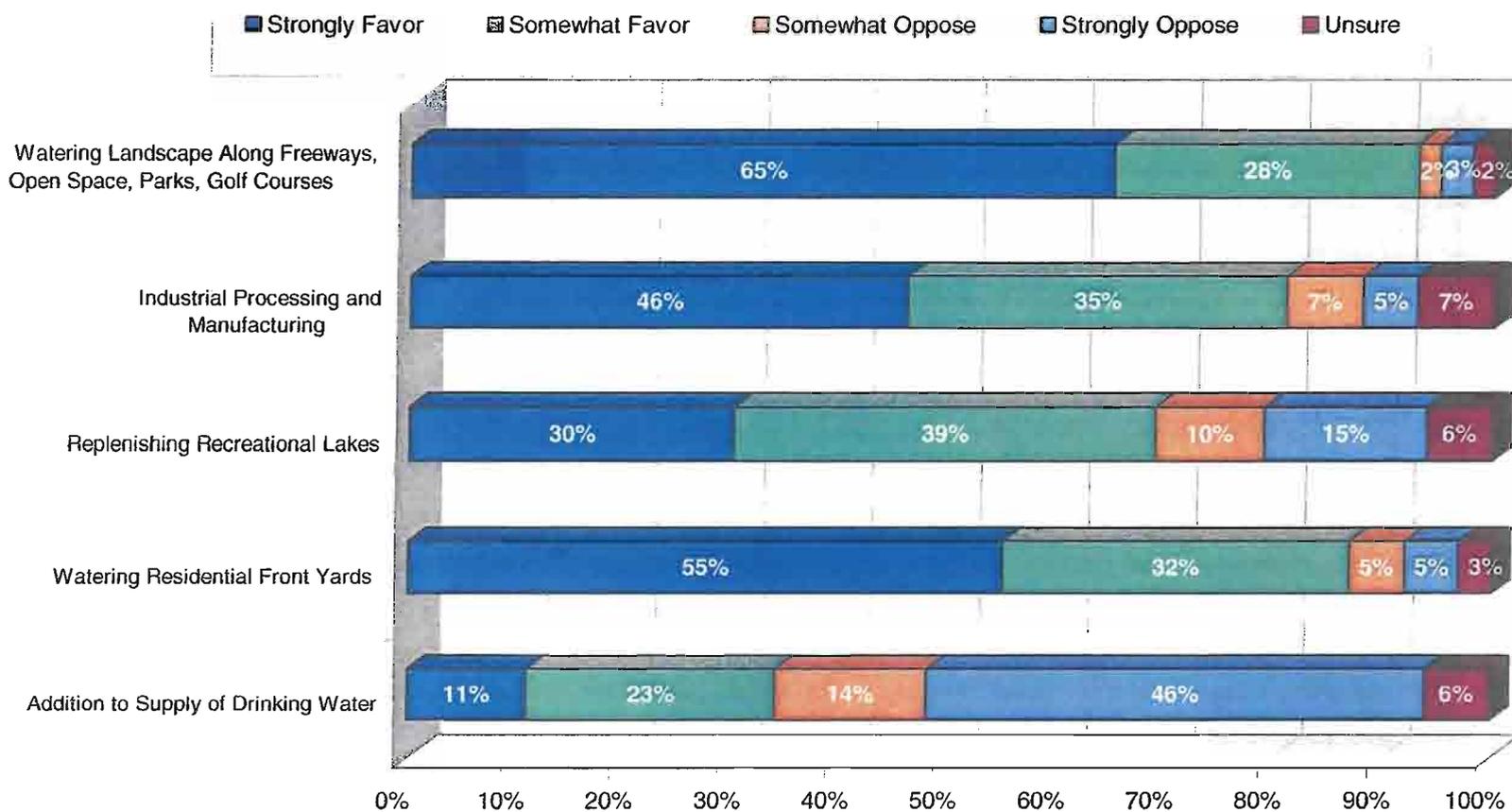


Chart 33
**Favor or Oppose Recycled Water for Watering Freeways, Parks,
Open Space, Golf Courses**

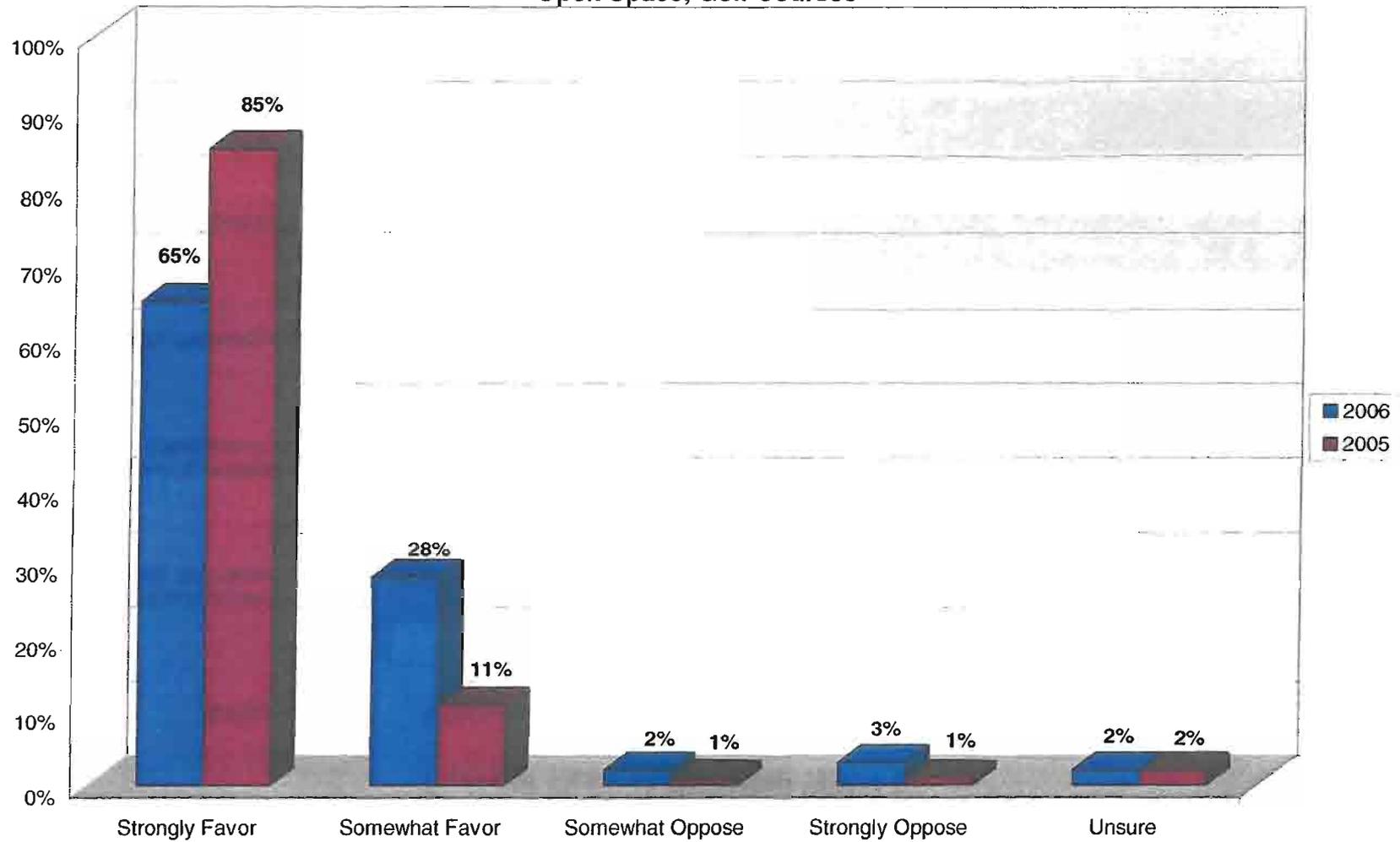


Chart 34
Favor or Oppose Recycled Water for Industrial Processing and Manufacturing

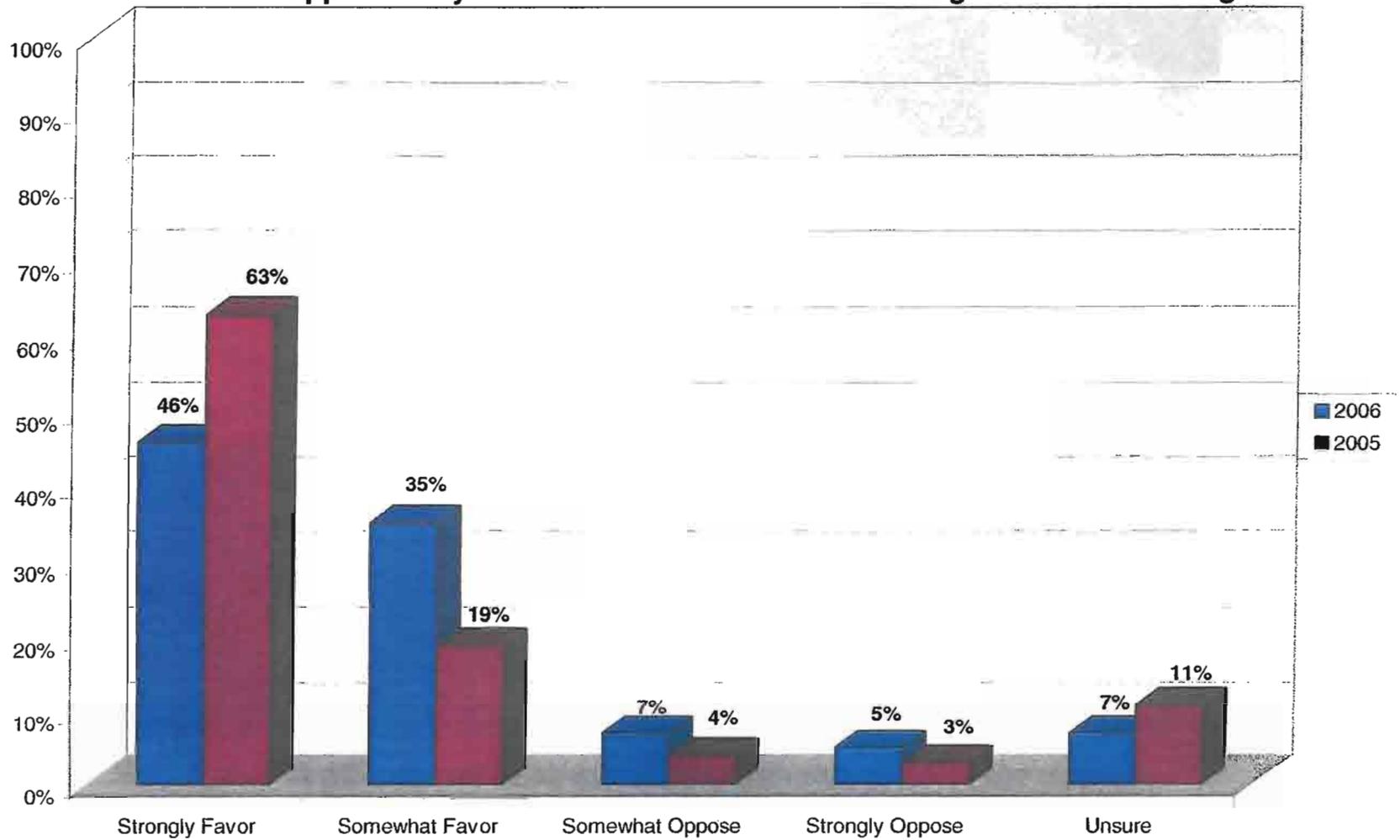


Chart 35
Favor or Oppose Recycled Water for Replenishing Recreational Lakes

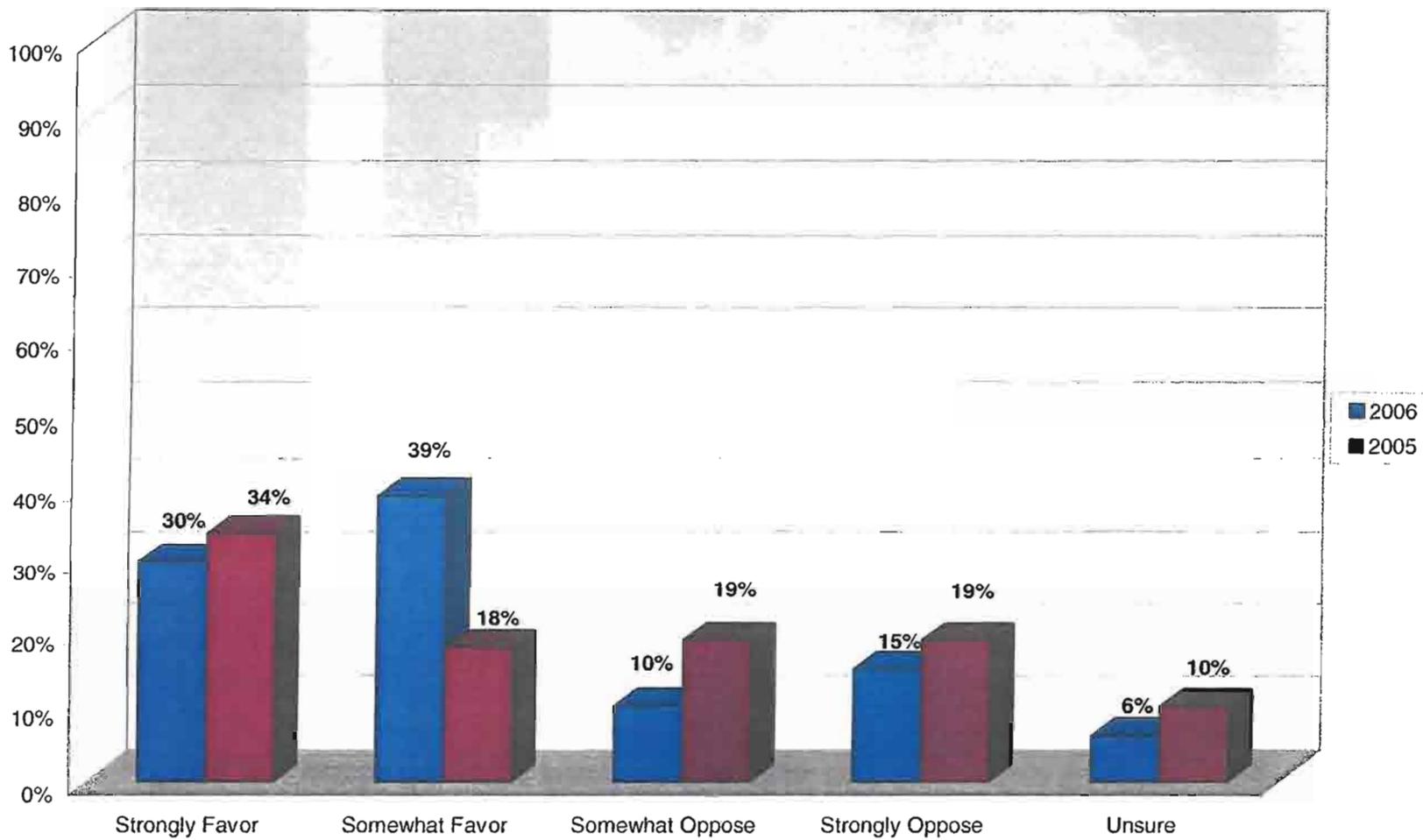


Chart 36
Favor or Oppose Recycled Water for Watering Residential Yards

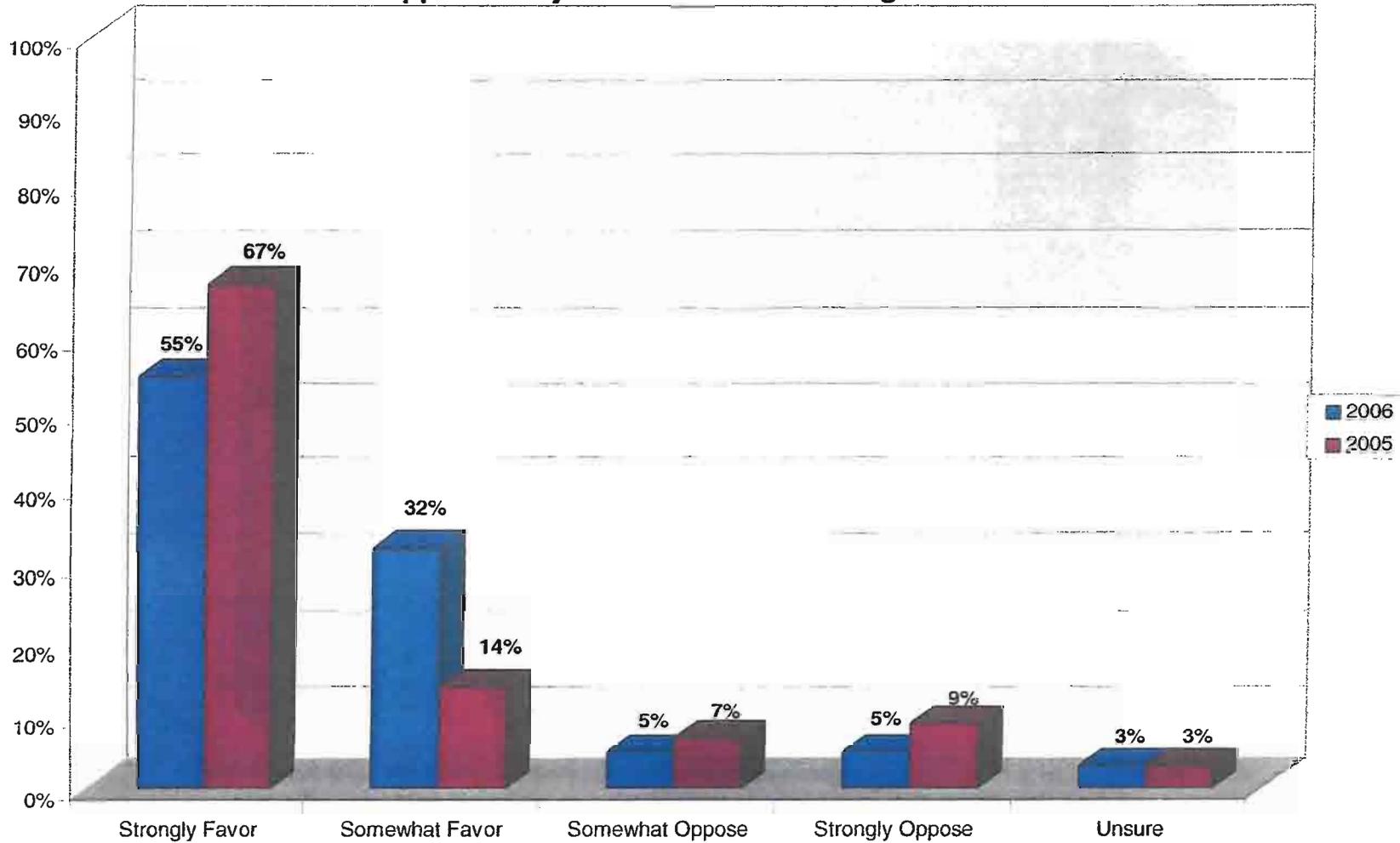
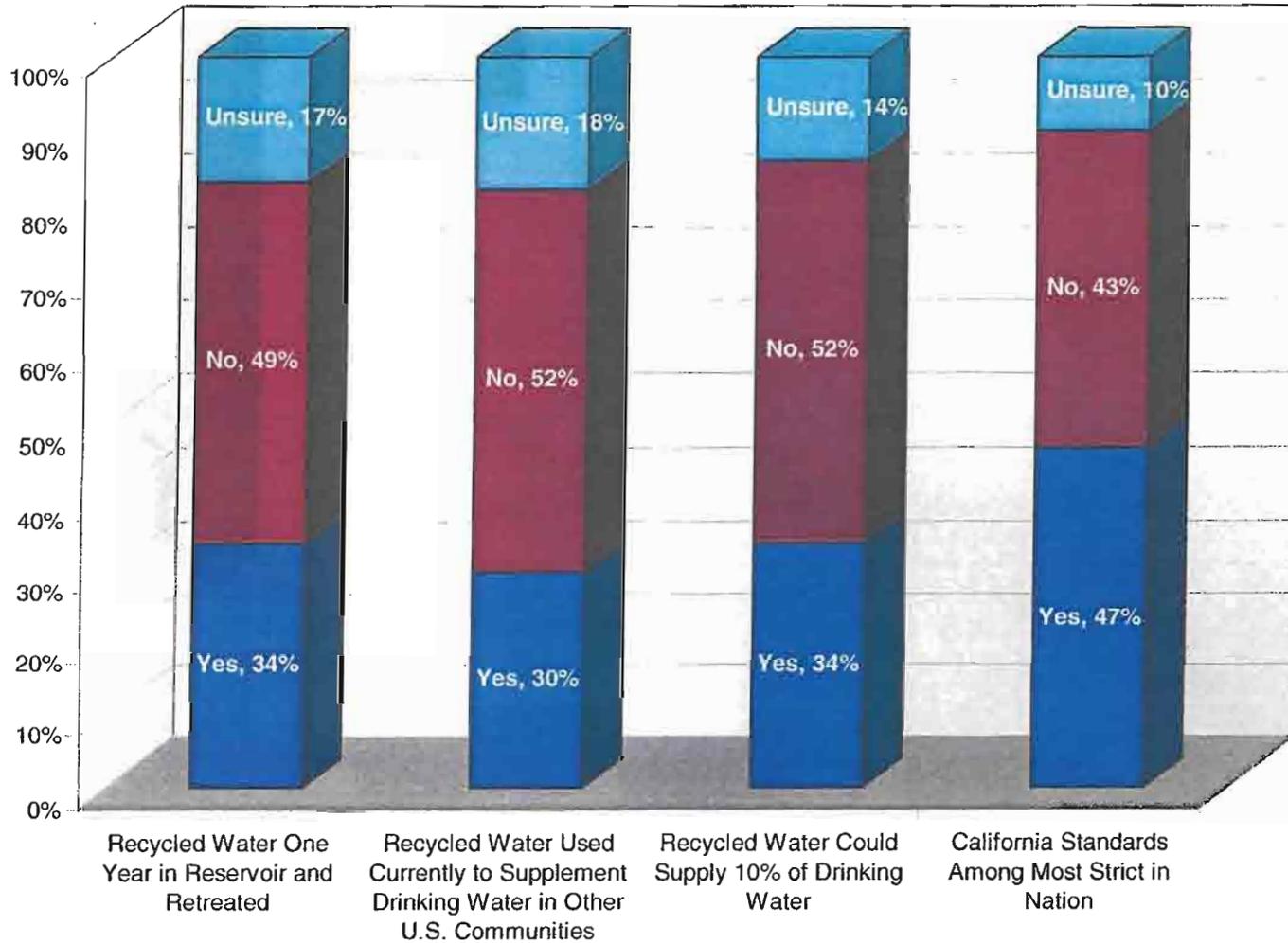


Chart 37

Accept Recycled Water for Drinking if Respondent Learned that...
(Among the 64% opposed to using recycled water to supplement drinking water supplies)



Otay Water District
General Survey 2006

INT. Hello, my name is _____. I'm calling on behalf of the Otay Water District. We're conducting a study about some issues having to do with your household water supply and we're interested in your opinions. **[IF NEEDED:]** Are you at least 18 years of age or older? **[IF 18+ HOUSEHOLDER NOT AVAILABLE NOW, ASK FOR FIRST NAME AND MAKE CB ARRANGEMENTS]**

VER. **[VERSION OF INTERVIEW:]** 1 - VERSION A 2 - VERSION B*

* = RESPONSE OPTIONS REVERSED ON VERSION B FOR ALL QUESTIONS INDICATED

IC. Let me assure you that no names or addresses are associated with the telephone numbers, and all of your responses are completely anonymous. The questions take about ten minutes. To ensure that my work is done honestly and correctly, this call may be monitored. Do you have a few minutes right now?

[IF ASKED ABOUT MONITORING:] My supervisor randomly listens to interviews to make sure we're reading the questions exactly as written and not influencing answers in any way.

TOP. **[ONLY IF ASKED FOR MORE INFORMATION ABOUT TOPIC OR WHO'S SPONSORING IT?:]** This project is sponsored by the Otay Water District, and it's about some issues related to your household water supply. **[IF SPONSOR INFORMATION GIVEN TO RESPONDENT, "TOPIC"=1]**

CUST. How long have you been a customer of the Otay Water District? **[IF LESS THAN ONE YEAR, THANK AND CODE NQR-RES]**

_____ YEARS

0 -----> "NQR-RES"

99 - DK/REF, BUT AT LEAST ONE YEAR

SEX. **[RECORD GENDER OF RESPONDENT:]**

1 - MALE

2 - FEMALE

----- **QUALIFIED RESPONDENT: QUOTAS CHECKED; DATA SAVED** -----

LP. **[IF INDICATED BY ACCENT:]** Would you prefer that we speak in...

1 - English or

2 - Spanish?

- Q1. These first few questions deal with the use of water in your household. Which of the following is currently the main source of drinking water in your home...
- 1 - tap water, -----> **GO TO Q2**
 - 2 - tap water that you filter at home, or
 - 3 - bottled water?
 - 4 - OTHER VOLUNTEERED, SPECIFY: _____ -----> **GO TO Q2**
 - 9 - DK/REF -----> **GO TO Q2**
- Q2. How would you describe your household's level of interest in conserving water at home? Would you say...*
- 1 - a high level of interest,
 - 2 - a moderate level,
 - 3 - a low level, or
 - 4 - no interest at all?
 - 9 - DK/REF
- Q3. During the past year, would you say your household's awareness of water conservation has been...* **[REVERSE 1 - 3 ONLY]**
- 1 - increasing,
 - 2 - staying about the same,
 - 3 - decreasing,
 - 4 - or are you not sure? **[INCLUDES DK/REF]**
- Q4. These next questions are related to the water supply in San Diego County. How confident are you in the ability of your water agency to provide enough water to the district? Would you say...* **[REVERSE]**
- 1 - very confident,
 - 2 - somewhat confident,
 - 3 - not very confident,
 - 4 - not at all confident,
 - 5 - or are you not sure? **[INCLUDES DK/REF]**
- Q5. How much concern do you have, if any, about someone contaminating the local water supply in an attempt to harm the general population? Would you say...
- 1 - a great deal,
 - 2 - some,
 - 3 - not much, or
 - 4 - no concern at all?
 - 9 - DK/REF

Q6. How much confidence do you have, if any, in the local water authorities when it comes to preventing someone from contaminating the local water supply in an attempt to harm the general population? Would you say...

- 1 - a great deal,
- 2 - some,
- 3 - not much, or
- 4 - no confidence at all?
- 9 - DK/REF

Q7. Does your household pay its own water bill, or does someone else, like a landlord or homeowners' association, pay the water bill for you?

- 1 - RESPONDENT/OTHER MEMBER OF HOUSEHOLD PAYS
- 2 - LANDLORD/HOMEOWNERS' ASSOC./OTHER -----> **GO TO Q8**
- 9 - DK/REF -----> **GO TO Q8**

[ASK Q7a TO Q7h IF Q7 = 1 - HH PAYS WATER BILL:]

Q7a. A reliable water supply is one that can be depended upon to consistently provide enough water to meet the region's needs. How much more per month, if any, would you be willing to pay for your water service, if it ensured a more reliable water supply for you?

\$ _____ ADDITIONAL \$ PER MONTH [CONFIRM]
0 - NONE
999 - DK/REF

Q7b. In the past year, do you believe that your water rates have...

- 1 - gone up,
- 2 - gone down,
- 3 - stayed about the same,
- 4 - or are you not sure?
- 9 - REF

Q7c. **[IF RESIDENT WITH OTAY SEWER—OTHERWISE, GO TO Q7f]**

Are you aware that your monthly invoice from the Otay Water District includes charges for your sewer service?

- 1 - YES
- 2 - NO
- 9 - DK/REF

Q7d. In the past year, have your sewer rates...

- 1 - gone up,
- 2 - gone down, -----> **GO TO Q7f**
- 3 - stayed the same, -----> **GO TO Q7f**
- 4 - or are you not sure? -----> **GO TO Q7f**
- 9 - REF -----> **GO TO Q7f**

Q7e. **[IF Q7b = 1 and Q7d = 1 - GONE UP:]** Which increase do you believe has been larger...* **[REVERSE 1-2 ONLY]**

- 1 - sewer,
- 2 - water,
- 3 - both equally,
- 4 - or are you not sure?
- 9 - REF

Q7f. Do you read the newsletter or bill inserts that come in the mail with your monthly water bill...

- 1 - every time,
- 2 - most times,
- 3 - sometimes, or
- 4 - never?
- 9 - DK/REF

Q7g. The Otay Water District provides each customer household with an annual Consumer Confidence Report before July 1st of each year. Have you ever read this report?

- 1 - YES
- 2 - NO
- 9 - DK/REF

Q8. These next few questions deal with saving water outside. Does your residence have any outdoor landscaping that someone in your household is directly responsible for maintaining?

- 1 - YES
- 2 - NO/APT/CONDO/NO YARD RESPONSIBILITIES -----> **GO TO Q9**
- 9 - DK/REF -----> **GO TO Q9**

Q8a. **[IF Q8 = 1:]** Does your landscaping include a lawn?

- 1 - YES
- 2 - NO -----> **GO TO Q8c**
- 9 - DK/REF -----> **GO TO Q8c**

Q8b. **[IF YES:]** Reducing the size of your lawn helps save water. Which of the following would be most likely to motivate you to reduce the size of your lawn:...*

- 1 - having a reduced water bill due to using less water,
- 2 - having a more easily maintained yard,
- 3 - a financial incentive of up to one dollar per square foot,
- 4 - or nothing?
- 9 - DK/REF

Q8c. **[IF Q8=1]** Do you have an automatically-controlled sprinkler system for your landscaping?

- 1 - YES
- 2 - NO -----> **GO TO Q8e**
- 9 - DK/REF -----> **GO TO Q8e**

Q8d. **[IF YES:]** During the past 12 months, how often has anyone made adjustments to the automatic controller for your sprinkler system?

- 1 - NOT AT ALL
- 2 - 1 TO 3 TIMES
- 3 - 4 to 6 TIMES
- 4 -7 OR MORE TIMES
- 5 - USE WEATHER-BASED CONTROLLER -**GO TO Q9**
- 9 - DK/REF

Q8e. Have you heard about weather-based irrigation controllers that automatically adjust your landscape watering based on changing weather conditions?

- 1 - YES
- 2 - NO -----> **GO TO Q8g**
- 9 - DK/REF -----> **GO TO Q8g**

Q8f. **[IF Q8c=1 and Q8e=1:]** Have you had a weather-based controller installed at your residence?

- 1 - YES -----> **GO TO Q9**
- 2 - NO
- 9 - DK/REF

Q8g. **[IF Q8e > 1 or Q8f > 1:]** With a weather-based system, you do not have to make adjustments yourself for daily changes in the weather. The controller senses rain, temperature, and humidity and automatically adjusts irrigation. Typically, you can purchase a weather-based control system for about \$300. How likely, if at all, are you to purchase a weather-based controller during the next 12 months? Would you say...*

- 1 - very likely, -----**GO TO Q8i**
- 2 - somewhat likely,
- 3 - somewhat unlikely, or
- 4 - very unlikely?
- 9 - DK/REF

Q8h. **[IF Q8g > 1:]** If \$65 vouchers were offered toward the purchase of a weather-based controller, would this...***[REVERSE 1-2 ONLY]**

- 1 - make you more likely to purchase a weather-based controller, **[GO TO Q8i]**
- 2 - not make any difference to you?
- 9 - DK/REF

Q8i **[IF Q8h > 1:]**; If \$125 vouchers were offered toward the purchase of a weather-based controller, would this...***[REVERSE 1-2 ONLY]**

- 1 – make you more likely to purchase a weather-based controller, [**GO TO Q8j**]
- 2 – not make any difference to you?
- 9 - DK/REF

Q8j. A weather-based controller could save you approximately \$30 per year on your water bill. Does hearing this make you...*
[REVERSE 1-2 ONLY]

- 1 - more likely to purchase a weather-based controller,
- 2 - less likely, or
- 3 - does not make any difference?
- 9 - DK/REF

ASK EVERYONE:

Q9. Have you ever seen or heard anything about the Water Conservation Garden at Cuyamaca College?

- 1 - YES
- 2 - NO-----> **GO TO Q10**
- 9 - DK/REF -----> **GO TO Q10**

Q9a. **[IF YES:]** Have you ever visited the garden?

- 1 - YES
- 2 - NO -----> **GO TO Q10**
- 9 - DK/REF -----> **GO TO Q10**

Q9b. **[IF YES:]** About how many times have you visited the Garden during the past six years?

_____ TIMES
 999 - DK/REF

Q9c. Have you made any changes to your watering or landscaping practices as a result of visiting the Garden?

- 1 - YES
- 2 - NO -----> **GO TO Q10**
- 9 - DK/REF -----> **GO TO Q10**

Q9d. **[IF YES:]** What was the one major change you made?
[PROBE FOR AND RECORD ONE CHANGE]

 99 - DK/REF

Q10. Do you recall having seen or heard any OUTDOOR water usage conservation messages during the past year?

- 1 - YES
- 2 - NO -----> **GO TO Q12**

9 - DK/REF -----> GO TO Q12

Q10a. **[IF Q10=1:]** Where do you recall seeing or hearing these messages most often? **[DO NOT READ; PROBE FOR AND RECORD ONLY ONE]**

- 1 - TELEVISION
- 2 - RADIO
- 3 - NEWSPAPERS
- 4 - FRIENDS/FAMILY
- 5 - WEBSITE OF MY WATER AGENCY
- 6 - MATERIAL WITH MONTHLY BILL
- 7 - SDCWA WEBSITE
- 8 - DO NOT REMEMBER
- 9 - OTHER, SPECIFY: _____

Q10b **[IF Q10a > 0]**. Do you remember anything about what these messages said?

- 1. Yes (please tell us what you remember about the messages)

Q10bx _____

- 2. No. I do not remember what the messages said.

[ASK Q11 ONLY IF Q8 = 1 (HH responsible for landscaping) AND IF Q10 = YES; IF NOT, GO TO Q12]

Q11. Do you recall the specific steps, if any, that your household has taken during the past year as a direct response to these messages about reducing your outdoor water usage?

- 1 - YES
- 2 - Have not taken any specific steps as a response to these messages -----> **GO TO Q12**
- 3 - ALREADY CONSERVING BEFORE MESSAGES -----> **GO TO Q12**
- 9 - DK/REF -----> **GO TO Q12**

Q11a. **[IF YES:]** What is the major step your household has taken to reduce outdoor water usage as a response to these messages?
[PROBE FOR AND RECORD ONLY ONE STEP]

99 - DK/REF

Q12: How would you rate your overall satisfaction with the Otay Water District as your water service provider?

- 1---Excellent
- 2---Very Good
- 3—Good
- 4---Fair
- 5—Poor
- 6---Very Poor
- 9—DK/REF

Q13. Have you ever visited the Otay Water District website?

- 1 - YES
- 2 - HAVE ACCESS TO INTERNET, BUT HAVE NOT VISITED WEBSITE -----
-----> **GO TO Q14**
- 3—DO NOT HAVE ACCESS TO THE INTERNET-----**GO TO Q14**
- 9 - DK/REF -----> **GO TO Q14**

Q13a. **[IF YES:]** How would you rate the website? Would you say...

- 1 - excellent,
- 2 - good,
- 3 - fair, or
- 4 - poor?
- 9 - DK/REF

Q14a-c. These next questions are about recycled water, which is wastewater that has been highly treated and is used for a variety of purposes other than drinking water. Which of the following would you think makes up the wastewater that is used for recycling?

1=Yes 2=No 3=DK/REF

- a. sewer water
- b. storm drain runoff

Q15. The use of recycled water is another way to increase our water supply. Would you favor or oppose the use of recycled water for the following types of uses...

[CLARIFY:] Do you strongly or somewhat {favor/oppose} that?

Do you favor or oppose using recycled water...	<u>strgly</u> <u>favor</u>	<u>smwt</u> <u>favor</u>	<u>smwt</u> <u>oppose</u>	<u>strgly</u> <u>oppose</u>	<u>DK/</u> <u>REF</u>
a) for watering landscaping along freeways open space, parks and golf courses?	1	2	3	4	9
b) for industrial processing and manufacturing?	1	2	3	4	9
c) for replenishing recreational lakes?	1	2	3	4	9
d) for watering residential front yards?	1	2	3	4	9
e) as an addition to the supply of drinking water	1	2	3	4	9

If Q15e = 1 or 2, GO TO Q16—Otherwise continue with 15f-1 through 4

Q15f. Recycled water can receive advanced treatment in the form of additional filtration, reverse osmosis, and chlorination. Would you accept the addition of advanced treated recycled water to supplement the sources of our drinking water if you learned that.....

	Yes	No	DK/REF
1. the recycled water would reside for over one year, mixed with other water, in an open reservoir and then be treated again at a water filtration plant?	1	2	9
2. recycled water is currently used to supplement drinking water in other U.S. communities?	1	2	9
3. recycled water could supply as much as 10% of our local drinking water supplies?	1	2	9
4. California's drinking water standards are among the most strict in the nation, and recycled water would be treated to meet those standards?	1	2	9

ASK ALL:

Q16. Would you be in favor of pursuing international agreements with Mexico whereby the United States and Mexico would cooperate to develop and maintain additional supplies of water?

- 1 - Yes
- 2 - No
- 3 - DK/REF

Q17. Have you called the Otay Water District for service or other help during the past 6 months?

- 1 - YES
- 2 - NO
- 9 - DK/REF

In closing, these questions are for comparison purposes only.

PPH. How many persons, including yourself, live in your household?

99 - DK/REF

TEN. Is your residence owned by someone in your household, or is it rented?

- 1 - OWN
- 2 - RENT/OTHER STATUS
- 9 - DK/REF

EDU. What is the highest grade or year of school that you have completed and received credit for...

- 1 - high school or less,
- 2 - at least one year of college, trade or vocational school,
- 3 - graduated college with a bachelor's degree, or
- 4 - at least one year of graduate work beyond a bachelor's degree?
- 9 - DK/REF

AGE. Please tell me when I mention the category that contains your age...

- 1 - 18 to 24,
- 2 - 25 to 34,
- 3 - 35 to 44,
- 4 - 45 to 54,
- 5 - 55 to 64, or
- 6 - 65 or over?
- 9 - DK/REF

ETH. Which of the following best describes your ethnic or racial background...

- 1 - white, not of Hispanic origin;
- 2 - black, not of Hispanic origin;
- 3 - Hispanic or Latino;
- 4 - Asian or Pacific Islander;
- 5 - Native American; or
- 6 - another ethnic group? [SPECIFY:] _____
- 9 - DK/REF

INC. Now, we don't want to know your exact income, but just roughly, could you tell me if your annual household income before taxes is...

- 1 - under \$25,000,
- 2 - \$25,000 up to but not including \$50,000,
- 3 - \$50,000 up to (but not including) \$75,000,
- 4 - \$75,000 up to (but not including) \$100,000, or
- 5 - \$100,000 or more?
- 9 - DK/REF

LAN. [LANGUAGE OF INTERVIEW:] 1 - ENGLISH 2 - SPANISH

- P1. Estas primeras preguntas tratan sobre el uso de agua en su hogar. ¿Cuál de las siguientes es actualmente la principal fuente de agua para beber (agua potable) en su hogar...
- 1 - agua de la llave (agua corriente; agua de grifo), -----> **CONTINÚE EN LA P2**
 - 2 - agua de la llave que usted filtra en casa o
 - 3 - agua embotellada?
 - 4 - OTRO DE MODO VOLUNTARIO, ESPECIFICAR: _____ -----> **CONTINÚE EN LA P2**
 - 9 - NS/REF -----> **CONTINÚE EN LA P2**
- P2. ¿Cómo describiría el nivel de interés en su hogar por conservar el agua en casa? Diría usted que...*
- 1 - un alto nivel de interés,
 - 2 - un nivel moderado,
 - 3 - un nivel bajo o
 - 4 - ningún interés?
 - 9 - NS/REF
- P3. Durante el año pasado, ¿diría usted que la conciencia sobre la conservación del agua en su hogar ha...* **[INVIERTA 1 - 3 SOLAMENTE]**
- 1 - estado aumentando,
 - 2 - permanecido casi igual,
 - 3 - estado disminuyendo
 - 4 - o no está usted seguro(a)? **[INCLUYE NS/REF]**
- P4. Las siguientes preguntas se relacionan con el suministro de agua en el Condado de San Diego. ¿Qué tan confiado(a) está usted en la habilidad de su agencia de agua de proveer suficiente agua al distrito? Diría usted que...* **[INVIERTA]**
- 1 - muy confiado(a),
 - 2 - algo confiado(a),
 - 3 - no muy confiado(a),
 - 4 - nada confiado(a)
 - 5 - o no está usted seguro(a)? **[INCLUYE NS/REF]**
- P5. ¿Qué tanta preocupación tiene usted, si es así, de que alguien contamine el suministro de agua local en un intento por dañar a la población en general? Diría usted que...
- 1 - mucha,
 - 2 - alguna,
 - 3 - no mucha o
 - 4 - ninguna preocupación?
 - 9 - NS/REF

P6. ¿Qué tanta confianza tiene, si es así, en las autoridades locales del agua en cuanto a impedir que alguien contamine el suministro de agua local en un intento por dañar a la población en general? Diría usted que...

- 1 - mucha,
- 2 - alguna,
- 3 - no mucha o
- 4 - ninguna confianza?
- 9 - NS/REF

P7. ¿Paga su hogar su propia cuenta de agua o lo paga otra persona por usted, como un propietario o una asociación de propietarios?

- 1 - PAGA EL ENTREVISTADO/OTRO MIEMBRO DEL HOGAR
- 2 - PROPIETARIO/ASOC. DE PROPIETARIOS/OTRO -----> **CONTINÚE EN LA P8**
- 9 - NS/REF -----> **CONTINÚE EN LA P8**

[PREGUNTE DE LA P7a A LA P7h SI P7 = 1 - HOGAR PAGA CUENTA DE AGUA:]

P7a. Un suministro fiable de agua es aquel del cual se puede depender para que proporcione de manera consistente el agua suficiente para cumplir con las necesidades de la región. ¿Cuánto más por mes, si es así, estaría dispuesto(a) a pagar por su servicio de agua si esto aseguraría un suministro de agua más fiable para usted?

\$ _____ ADICIONAL \$ POR MES [CONFIRMAR]
0 - NADA
999 - NS/REF

P7b. En el año pasado, ¿cree usted que sus tarifas de agua han...

- 1 - aumentado,
- 2 - disminuido,
- 3 - permanecido casi igual
- 4 - no está usted seguro(a)?
- 9 - REF

P7c. **[SI ES RESIDENTE CON ALCANTARILLADO DE OTAY—DE LO CONTRARIO, CONTINÚE EN LA P7f]**

¿Está usted consciente de que su factura mensual del Distrito de Agua de Otay incluye cargos por su servicio de alcantarillado?

- 1 - SÍ
- 2 - NO
- 9 - NS/REF

P7d. En el año pasado, ¿sus tarifas de alcantarillado han...

- 1 - aumentado,
- 2 - disminuido, -----> **CONTINÚE EN LA Q7f**
- 3 - permanecido igual, -----> **CONTINÚE EN LA Q7f**
- 4 - o no está usted seguro(a) -----> **CONTINÚE EN LA Q7f**
- 9 - REF -----> **CONTINÚE EN LA Q7f**

P7e. **[SI P7b = 1 y P7d = 1 - AUMENTADO:]** ¿Cuál aumento cree usted que ha sido mayor...* **[INVIERTA 1-2 SOLAMENTE]**

- 1 - alcantarillado,
- 2 - agua,
- 3 - ambos de manera igual
- 4 - o no está usted seguro(a)?
- 9 - REF

P7f. ¿Lee usted el boletín o los folletos que llegan por correo con su cuenta mensual de agua...

- 1 - cada vez,
- 2 - la mayoría de las veces,
- 3 - algunas veces o
- 4 - nunca?
- 9 - NS/REF

P7g. El Distrito de Agua de Otay proporciona a cada hogar cliente un informe anual de Confianza del Consumidor antes del primero de julio de cada año. ¿Ha leído usted este informe?

- 1 - Sí
- 2 - NO
- 9 - NS/REF

P8. Las siguientes preguntas tratan sobre el ahorro de agua en el exterior. ¿Tiene su residencia algún paisaje/jardín al aire libre cuyo mantenimiento es responsabilidad directa de alguien en su hogar?

- 1 - Sí
- 2 - NO/DEPTO/CONDO/NINGUNA RESPONSABILIDAD DE JARDINERÍA ----->
- CONTINÚE EN LA Q9**
- 9 - NS/REF -----> **CONTINÚE EN LA Q9**

P8a. **[IF P8 = 1:]** ¿Su jardín incluye un césped?

- 1 - Sí
- 2 - NO -----> **CONTINÚE EN LA P8c**
- 9 - NS/REF -----> **CONTINÚE EN LA P8c**

P8b. **[SI RESPONDE QUE SÍ:]** Reducir el tamaño de su césped ayuda a ahorrar el agua. ¿Cuál de las siguientes opciones sería la más probable que le motivaría a reducir el tamaño de su césped:...*

- 1 - tener una cuenta de agua reducida debido a que se usa menos agua,
- 2 - tener un jardín con un mantenimiento más fácil,
- 3 - un incentivo financiero de hasta un dólar por pie cuadrado
- 4 - o nada?
- 9 - NS/REF

P8c. **[SI P8=1]** ¿Cuenta usted con un sistema de rocío de control automático para su paisaje/jardín?

1 - Sí

2 - NO -----> **CONTINÚE EN LA P8e**

9 - NS/REF -----> **CONTINÚE EN LA P8e**

P8d. **[SI RESPONDE QUE SÍ:]** Durante los últimos 12 meses, ¿con qué frecuencia ha hecho alguien ajustes al control automático de su sistema de rocío?

1 - NADA EN ABSOLUTO

2 - 1 A 3 VECES

3 - 4 a 6 VECES

4 - 7 Ó MÁS VECES

5 - UTILIZA CONTROL BASADO EN EL TIEMPO -**CONTINÚE EN LA P9**

9 - NS/REF

P8e. ¿Ha escuchado acerca de los controles de riego basados en el tiempo que ajustan automáticamente el riego de su jardín basados en el estado cambiante del tiempo?

1 - Sí

2 - NO -----> **CONTINÚE EN LA P8g**

9 - NS/REF -----> **CONTINÚE EN LA P8g**

P8f. **[SI P8c=1 y P8e=1:]** ¿Usted ha instalado en su residencia un control basado en el tiempo?

1 - Sí -----> **CONTINÚE EN LA P9**

2 - NO

9 - NS/REF

P8g. **[SI P8e > 1 ó P8f > 1:]** Con un sistema basado en el tiempo, no tiene usted mismo que hacer ajustes debido a los cambios diarios en el tiempo. El control detecta la lluvia, la temperatura y la humedad y automáticamente ajusta el riego. Típicamente, se puede comprar un sistema de control basado en el tiempo por unos 300 dólares. ¿Qué tan probable, si este es el caso, es que usted compre un control basado en el tiempo en los próximos 12 meses? Diría usted que...*

1 - muy probable, -----**CONTINÚE EN LA P8i**

2 - algo probable,

3 - algo improbable o

4 - muy improbable?

9 - NS/REF

P8h. **[SI P8g > 1:]** Si se ofrecieran cupones por 65 dólares para la compra de un control basado en el tiempo, esto...***[INVERTIR 1-2 SOLAMENTE]**

1 - haría más probable que usted comprara un control basado en el tiempo
[CONTINÚE EN LA P8j]

2 - no significaría nada para usted?

9 - NS/REF

P8i [SI P8h > 1:]; Si se ofrecieran cupones por 125 dólares para la compra de un control basado en el tiempo, esto...*[INVERTIR 1-2 SOLAMENTE]

- 1 - haría más probable que usted comprara un control basado en el tiempo, [CONTINÚE EN LA P8i]
- 2 - no significaría nada para usted
- 9 - NS/REF

P8j. Un control basado en el tiempo le ahorraría aproximadamente 30 dólares por año en su cuenta de agua. ¿Al saber esto, hace ...*
[INVERTIR 1-2 SOLAMENTE]

- 1 - más probable que usted compre un control basado en el tiempo,
- 2 - menos probable o
- 3 - no significa nada?
- 9 - NS/REF

PREGUNTE A TODOS:

P9. ¿Ha visto alguna vez o escuchado algo acerca del Jardín de Conservación del Agua (Water Conservation Garden) en el Colegio Cuyamaca?

- 1 - Sí
- 2 - NO-----> CONTINÚE EN LA P10
- 9 - NS/REF -----> CONTINÚE EN LA P10

P9a. [SI RESPONDE QUE SÍ:] ¿Ha visitado alguna vez el jardín?

- 1 - Sí
- 2 - NO -----> CONTINÚE EN LA P10
- 9 - NS/REF -----> CONTINÚE EN LA P10

P9b. [SI RESPONDE QUE SÍ:] ¿Aproximadamente cuántas veces ha visitado el Jardín en los últimos seis años?

_____ VECES
999 - NS/REF

P9c. ¿Ha hecho algunos cambios a sus prácticas de riego o de jardinería como resultado de su visita al Jardín?

- 1 - Sí
- 2 - NO -----> CONTINÚE EN LA P10
- 9 - NS/REF -----> CONTINÚE EN LA P10

P9d. [SI RESPONDE QUE SÍ:] ¿Cuál fue el cambio principal que usted hizo?

[AVERIGUE SOBRE UN CAMBIO Y ANÓTELO]

99 - NS/REF

P10. ¿Recuerda haber visto o escuchado algún mensaje sobre la conservación del uso de agua en el EXTERIOR durante el año pasado?

1 - SÍ

2 - NO -----> **CONTINÚE EN LA P12**

9 - NS/REF -----> **CONTINÚE EN LA P12**

P10a. **[SI P10=1:]** ¿Dónde recuerda haber visto o escuchado estos mensajes con mayor frecuencia? **[NO LEA; AVERIGUE Y ANOTE SOLAMENTE UNO]**

1 - TELEVISIÓN

2 - RADIO

3 - PERIODICOS

4 - AMISTADES/FAMILIARES

5 - SITIO WEB DE MI AGENCIA DE AGUA

6 - MATERIAL CON CUENTA MENSUAL

7 - SITIO WEB DE SDCWA (Autoridad del Agua del Condado de San Diego)

8 - NO RECUERDA

9 - OTRO, ESPECIFIQUE: _____

P10b **[SI P10a > 0]**. ¿Recuerda algo acerca de lo que dicen estos mensajes?

1. Sí (por favor díganos lo que recuerda acerca de estos mensajes)

Q10bx _____

2. No. No recuerdo lo que dicen los mensajes.

[PREGUNTE LA P11 SOLAMENTE SI LA P8 = 1 (HOGAR responsable del paisaje/jardín) Y SI LA P10 = SÍ; SI NO, CONTINÚE EN LA P12]

P11. ¿Recuerda los pasos específicos, de haberlos, que su hogar ha tomado durante el año pasado como una respuesta directa a estos mensajes en cuanto a reducir su uso de agua en el exterior?

1 - SÍ

2 - No se han tomado ningunos pasos específicos como respuesta a estos mensajes --
-----> **CONTINÚE EN LA P12**

3 - YA CONSERVABA ANTES DE LOS MENSAJES-----> **CONTINÚE EN LA P12**

9 - NS/REF -----> **CONTINÚE EN LA P12**

P11a. **[SI RESPONDE QUE SÍ:]** ¿Cuál es el paso principal que ha tomado su hogar para reducir el uso de agua en el exterior como respuesta a estos mensajes? **[AVERIGUE Y ANOTE SOLAMENTE UN PASO]**

99 - NS/REF

P12: ¿Cómo calificaría su satisfacción general con el Distrito de Agua de Otay como su proveedor de servicio de agua?

- 1---Excelente
- 2---Muy Bien
- 3---Bien
- 4---Regular
- 5---Mala
- 6---Muy Mala
- 9---NS/REF

P13. ¿Ha visitado alguna vez el sitio Web del Distrito de Agua de Otay?

- 1 - Sí
- 2 - TIENE ACCESO A INTERNET, PERO NO HA VISITADO EL SITIO WEB ----
-----> **CONTINÚE EN LA P14**
- 3 - NO TIENE ACCESO A INTERNET ----->**CONTINÚE EN LA P14**
- 9 - NS/REF -----> **CONTINÚE EN LA P14**

P13a. **[SI RESPONDE QUE SÍ:]** ¿Cómo calificaría el sitio Web? Diría usted que...

- 1 - excelente,
- 2 - bueno,
- 3 - regular o
- 4 - malo?
- 9 - NS/REF

P14a-c. Las siguientes preguntas son acerca del agua reciclada. Ésta es agua residual que tiene un alto grado de tratamiento y que se utiliza para una variedad de propósitos aparte de agua para beber (potable). ¿Cuál de las siguientes cree usted que produce el agua residual que se utiliza para reciclar?

1=Sí 2=No 3=NS/REF

- a. agua de las alcantarillas (aguas negras)
- b. corrientes de agua (escorrentía) en los desagües pluviales

P15. El uso de agua reciclada es otra manera de aumentar nuestro suministro de agua. ¿Estaría usted a favor o en contra del uso de agua reciclada para los siguientes tipos de uso...

[CLARIFICAR:] ¿Está usted firmente o algo {a favor/en contra}?

¿Está a favor o en contra del uso de agua reciclada...	<u>firme a favor</u>	<u>algo a favor</u>	<u>algo en contra</u>	<u>firme en contra</u>	<u>NS/REF</u>
a) para riego de jardines/paisaje en autopistas, espacios abiertos, parques y campos de golf	1	2	3	4	9
b) para procesos y manufactura industriales?	1	2	3	4	9
c) para reabastecer lagos recreativos?	1	2	3	4	9
d) para riego de jardines residenciales?	1	2	3	4	9
e) como una adición al suministro de agua para					

beber (potable) 1 2 3 4 9
Si P15e = 1 ó 2, CONTINÚE EN LA P16—De lo contrario continúe en la 15f-1 a la 4

P15f. El agua reciclada puede recibir un tratamiento avanzado en la forma de una filtración adicional, ósmosis inversa y cloración. ¿Aceptaría usted la adición de agua reciclada con tratamiento avanzado para complementar las fuentes de nuestra agua para beber (agua potable) si supiera usted que.....

	SÍ	No	NS/REF
1. el agua reciclada permanecería por más de un año, mezclada con otra agua, en una represa abierta para luego ser tratada de nuevo en una planta de filtración de agua?	1	2	9
2. el agua reciclada se usa en la actualidad para complementar el agua potable en otras comunidades estadounidenses?	1	2	9
3. el agua reciclada podría abastecer hasta un 10% de nuestros suministros locales de agua potable?1		2	9
4. los estándares de agua potable de California se encuentran entre los más estrictos de la nación, y el agua reciclada sería tratada para cumplir con esos estándares?	1	2	9

PREGUNTE A TODOS:

P16. ¿Estaría usted a favor de procurar acuerdos internacionales con México a través de los cuales los Estados Unidos y México cooperarían en el desarrollo y mantenimiento de suministros adicionales de agua?

- 1 - Sí
- 2 - No
- 3 - NS/REF

P17. ¿Ha llamado al Distrito de Agua de Otay para pedir servicio u otra ayuda en los últimos 6 meses?

- 1 - SÍ
- 2 - NO
- 9 - NS/REF

Para concluir, estas preguntas son únicamente para propósitos de comparación.

PPH. ¿Cuántas personas, incluyéndose usted, viven en su hogar?

99 - NS/REF

TEN. ¿Su residencia es propiedad de alguien en su hogar o es alquilada?

- 1 - PROPIEDAD
- 2 - ALQUILADA/OTRA SITUACIÓN
- 9 - NS/REF

EDU. ¿Cuál es el grado o año de escolaridad más alto que usted ha completado y por el cual ha recibido crédito...

- 1 - preparatoria (high school) o menos,
- 2 - por lo menos un año de universidad o escuela de comercio o vocacional,
- 3 - graduado de la universidad con una licenciatura o
- 4 - por lo menos un año de trabajo de posgrado, además de la licenciatura?
- 9 - NS/REF

AGE. Por favor dígame cuando mencione la categoría que incluye su edad...

- 1 - 18 a 24,
- 2 - 25 a 34,
- 3 - 35 a 44,
- 4 - 45 a 54,
- 5 - 55 a 64 ó
- 6 - 65 ó mayor?
- 9 - NS/REF

ETH. ¿Cuál de los siguientes describe mejor su origen étnico o racial...

- 1 - blanco, no de origen Hispano;
- 2 - negro, no de origen Hispano;
- 3 - Hispano o Latino;
- 4 - Asiático o Isleño del Pacífico;
- 5 - Americano Nativo; u
- 6 - otro grupo étnico? [ESPECIFICAR:] _____
- 9 - NS/REF

INC. Ahora, no queremos saber sus ingresos exactos, pero aproximadamente, ¿podría decirme si sus ingresos anuales del hogar antes de deducir impuestos son...

- 1 - menos de \$25,000,
- 2 - \$25,000 hasta pero no incluyendo \$50,000,
- 3 - \$50,000 hasta (pero no incluyendo) \$75,000,
- 4 - \$75,000 hasta (pero no incluyendo) \$100,000, ó
- 5 - \$100,000 ó más?
- 9 - NS/REF

LAN. **[IDIOMA DE LA ENTREVISTA:]** 1 - INGLÉS 2 - ESPAÑOL

Attachment C

**Otay Water District
2006 Customer Services
Satisfaction Survey**

Prepared for

**Otay Water District
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Table of Contents

Executive Summary	i
Introduction and Methodology	1
Sample	2
Survey Findings	4
Demographic Statistics/Respondent Characteristics	4
Satisfaction with Customer Service	5
Satisfaction with Field Service	13
Purpose of Customer Calls	18
Issues Regarding Bill Payment Process	21
Communication with Otay Water District	32
Conclusions	37
Appendices	44
Distribution of Responses	
Open Ended Responses	
Survey Instrument-English	
Survey Instrument-Spanish	

Otay Water District Customer Service Satisfaction Survey

Executive Summary

The Otay Water District has elected to conduct a statistically reliable customer satisfaction telephone survey among those who have called customer service during the past 6 months. The purpose of the survey is twofold – first, to provide information about the volume and purpose of customer calls, to determine the level of satisfaction regarding customer and field service, the bill payment process, and the communication efforts of the District (including the website and the Interactive Voice Response System), and second, to compare the results of this 2006 Customer Service Satisfaction Survey with the results of the more general 2005 Residential Customer Satisfaction and Awareness Survey where the data are comparable

Specifically, the primary areas of interest are:

- Overall customer satisfaction
- Satisfaction with services of telephone and field representatives
- Satisfaction with the resolution of issues
- Satisfaction with the bill payment process
- Satisfaction with efforts to communicate with customers including the website and the Interactive Voice Response System.
- Basic demographic statistics/sampling characteristics

Rea & Parker Research was selected to conduct this study, as it was the 2005 and 2006 Residential Customer Satisfaction Surveys.

The purpose of the research is to:

- Obtain scientifically reliable and sufficiently robust results to determine the level of satisfaction among those who seek customer service for critical service delivery features.
- Determine customer service call patterns with regard to the purpose and volume of calls.
- Determine level of satisfaction with various issues, including:
 - Telephone and field representatives
 - Issue resolution
 - District communication efforts including the official website
 - Bill payment process
- Obtain demographic data about the population for use in descriptive analysis and crosstabulations of data that can result in new, optimally targeted and tailored public outreach programs.
- Compare the results of this survey with the results of the 2005 Residential Customer Satisfaction Survey, where applicable.

Sample

The survey was conducted by a random telephone sample of 208 respondents, which equates to a margin of error of +/- 6.6 percent at the 95 percent confidence level.

Respondents were predominantly White (49 percent) and Hispanic/Latino (34 percent) and earned an annual median household income of \$72,600 (14 percent earning \$100,000 or more and 4 percent earning under \$25,000). They have a median age of 44 years and have been customers of the Otay Water District for a median of 8 years. Among these respondents, 53 percent possess a Bachelor's degree or more, with 22 percent having a high school education or less. Survey respondents are predominantly homeowners (80 percent) with a mean household size of 3.65. The sample was comprised largely of residential customers (98 percent); the remaining 2 percent being business customers.

Survey Findings

This survey report has been divided into six informational components as follows:

- Demographic statistics/sampling characteristics
- Overall satisfaction with customer service
- Satisfaction with field service
- Purpose of customer calls
- Issues regarding the bill payment process
- Communication with the Otay Water District

Overall Satisfaction with Customer Service

- Customer service respondents rate the overall quality of customer service of the Otay Water District as very high – 84 percent rate it as excellent (51 percent) or good (33 percent). The 51 percent indication of excellent represents a 10 percent increase over 2005.
- Customers are satisfied regarding customer service features including professionalism of service representative, knowledge and expertise of the service representative, courtesy of the service representative, ability to reach service representative, and satisfaction in getting their problem solved—75 to 85 percent indicating very satisfied or somewhat satisfied.
- Customers make an average of 1.8 calls per issue to customer service, with 69 percent of all callers having their issue resolved in one call. Among the 31 percent who make more than one call, 60 percent of them had their problem ultimately resolved, leaving a total of 12 percent of callers with unresolved issues.
- Customers view the Otay Water District favorably compared to other utilities and authorities that bill monthly for service, with 26 percent saying that it is the best among monthly services and another 30 percent indicating high regard for the Otay Water District.

Satisfaction with Field Service

- One fourth of respondents (26 percent) indicate that their issue required a field visit to the customer's property.
- Over 60 percent of customer service callers rate their overall experience with field representatives as excellent or good.
- The majority of respondents are satisfied with the time required to visit the property (65 percent), the outcome of the service (63 percent), and the amount of time needed for field service (57 percent).

Purpose of Customer Calls

- 18 percent of respondents placed calls to customer services at the Otay Water District within the past 6 months.
- The main purpose of customer calls relates to billing issues (66 percent); only 11 percent of calls are repair related, with the other 23 percent being starting and stopping service, among other issues.
- Using the 2005 Residential Customer Satisfaction Survey as a baseline, calls about repairs are declining as a proportion of total customer service calls (from 20 percent in 2005 to 11 percent in 2006) while calls about the billing are increasing (from 60 percent in 2005 to 66 percent in 2006).
- Of those customers who call about repairs, 39 percent call about pipeline breaks, 35 percent call about suspected leaks, and the other 26 percent are concerned about the supply of water to their home, including how to shut off their valve.
- Non-repair calls as well as additional calls beyond the last one made by customers are largely for purposes of bill clarification and secondarily for expressing the feeling that they are being charged too much because of meter errors.

Issues Regarding the Bill Payment Process

- Over one-half of customer service callers pay their bill by sending a check in the mail (53 percent) and 14 percent pay on line. Others pay by using a credit card over the telephone (14 percent) and through automatic bank deduction (8 percent). It is noteworthy that 47 percent would prefer to pay by sending a check in the mail (6 percent less than the 53 percent who actually do so) and 22 percent would prefer to pay on line (8 percent more than the 14 percent who actually do so). There is an emerging preference among customer callers to make payments on line.
- Those who pay in person (11 percent) do so because they enjoy the personal contact, it is convenient for them to do so, or they want an immediate receipt.
- The great majority of customer service callers are satisfied with the ease of understanding their water bill (83 percent---54 percent very satisfied and 29 percent somewhat satisfied) and with the accuracy of their water bill (77 percent—43 percent very satisfied and 34 percent somewhat satisfied).
- About three-fourths of customer service callers (76 percent) are confident in the accuracy of their meter reading.
- One-half (52 percent) of these callers read the messages in the message box on their water bill.

- Customer service callers indicate that the convenience of the monthly billing process could be improved if they had a greater ability to pay by telephone or on line (23 percent), if their bill reflected lower rates (18 percent), if there was better explanation of information on the bill (14 percent), if the bill included notification of late payment pending disconnect (14 percent), and if there were improvements that resulted in more accurate meter reading (14 percent).

Communication with the Otay Water District

- More than one-third of respondents (37 percent) contacted the Otay Water District by a means other than telephone—23 percent visited the Otay Water District in person to make their inquiry, 8 percent sent a letter to the District, and 6 percent used e-mail to make contact.
- Customers are very satisfied with their in person contact (88 percent very or somewhat satisfied) and are satisfied, but to a lesser extent, with the results of their letter (68 percent very or somewhat satisfied) and their e-mail (61 percent very or somewhat satisfied).
- 20 percent of customer callers have used the Otay Water District website to obtain information in the past 6 months, and, among these users of the website, 88 percent are satisfied with their experience.
- Only 16 percent of customer service callers have used the Interactive Voice Response System, but 81 percent of these 16 percent have found the system to be useful for problem solving. Nearly everyone (97 percent) who has used this system found it to be user friendly.
- About one-fourth of those who use the Interactive Voice Response System would like to see it expanded to include bill payment options as well as to have it improved in order to reduce waiting time on the telephone. They would also like it to notify customers when their payments are delinquent and offer discounted bills when it is used instead of a traditional customer service representative.

Conclusions

It is clear that customers of the Otay Water District who have made customer service calls to the District and who have had the need for field service at their property are largely satisfied with the customer service they received. It is clear, therefore, that there is considerable support for the efforts made by the Otay Water District to address customer issues in a timely fashion and to resolve problems to the customers' satisfaction.

Introduction and Methodology

In 1956, the Otay Water District was authorized by the State Legislature and gained its entitlement to imported water. Today, the District serves the needs of over 186,000 people by purchasing water from the Metropolitan Water District of Southern California. The Otay Water District takes delivery of the water through several connections to large pipelines owned and operated by the San Diego County Water Authority. Since its inception, the Otay Water District also has collected and reclaimed wastewater generated within the Jamacha drainage basin and pumped the reclaimed water south to the Salt Creek basin where it is used for irrigation and other non-potable uses.

The Otay Water District elected to conduct a statistically reliable customer opinion and satisfaction telephone survey among those who have called customer service during the past 6 months. The purpose of the survey is twofold – first, to provide information about the volume and purpose of customer calls, to determine the level of satisfaction regarding customer and field services, the bill payment process, the communication efforts of the District, including the website, the Interactive Voice Response System, and more traditional communication efforts, and second, to compare the results of this 2006 Customer Service Satisfaction Survey with the results of the more general 2005 Residential Customer Satisfaction and Awareness Survey where the data are comparable.

Specifically, the primary areas of interest are:

- Overall customer satisfaction
- Satisfaction with services of telephone and field representatives
- Satisfaction with the resolution of issues
- Satisfaction with the bill payment process
- Satisfaction with communication efforts including the website and the Interactive Voice Response System
- Volume and purpose of customer calls
- Basic demographic statistics/sampling characteristics

Rea & Parker Research was selected to conduct this study, as it was for the 2005 and 2006 Residential Customer Satisfaction and Awareness Surveys. The purpose of the research is to:

- Obtain scientifically reliable and sufficiently robust results to determine the level of satisfaction among those who seek customer service for critical service delivery features.

- Determine customer service call patterns with regard to the purpose and volume of calls.
- Determine level of satisfaction with various issues, including:
 - Telephone and field representatives
 - Issue/problem resolution
 - District communication efforts including the official website
 - The bill payment process
- Obtain demographic data about the population for use in descriptive analysis and crosstabulations of data that can result in new, optimally targeted and tailored public outreach programs.
- Compare the results of this survey, as relevant and appropriate, with the results of the 2005 Residential Customer Satisfaction Survey.

Sample

The survey was conducted by a random telephone sample of 208 respondents in order to secure a margin of error not to exceed +/-6.6 percent @ the 95 percent confidence level. This figure represents the widest interval that occurs when the survey question represents an approximate 50 percent-50 percent proportion of the sample. When it is not 50 percent-50 percent, the interval is somewhat smaller. For example, in the survey findings that follow, 53.0 percent of respondents pay their bill by sending a check in the mail. This means that there is a 95 percent chance that the true proportion of those who actually pay their bill by mail is between 46.4 percent and 59.6 percent (53.0 percent +/- 6.6 percent).

The survey sample of 208 was randomly drawn from approximately 4300 customers who have made at least one customer service call to the Otay Water District in the past 6 months. When respondents asked about who was sponsoring the survey, they were told “this project is sponsored by the Otay Water District, and it is about issues related to improving customer service.” This information was provided to 57 percent of the respondents.

The survey was conducted in both English and Spanish. Spanish language respondents comprise 6 percent of the survey population. The distribution of respondents according to gender is 36 percent male and 64 percent female.

The survey was conducted from November 16, 2006 to December 20, 2006. The mean survey time was 11.0 minutes per respondent. The total survey response rate was 29.8 percent based upon completed interviews in comparison to all eligible (and estimated to be eligible) phone numbers, including busy signals, answering machines, call backs, and no answers. Cooperation among those eligible respondents who were actually contacted was 89.3 percent (**Table 1**). Both English and Spanish versions of the survey are provided in the Appendix.

Table 1 Otay Water District 2006 Customer Opinion and Awareness Survey Telephone Call Disposition Report	
Unknown Eligibility	
No Answer	879
Busy	188
Answering Machine	1171
Call Back	348
Language Barrier	117
Total Unknown	2703
Ineligible	
NQ No Service Call	447
Disconnect	324
Business/Fax	159
Refusal	194
Total Ineligible	1124
Eligible	
Complete	208
Mid-term	25
Total Eligible	233
Cooperation Rate: Complete/Eligible	89.3%
Response Rate: Complete/(Eligible + ((Eligible/Eligible + Ineligible)(Unknown)))	29.8%
Percent in Spanish	6.3%

This report is divided into six essential information components as follows:

- Demographic statistics/sampling characteristics
- Overall satisfaction with customer service
- Satisfaction with field service
- Purpose of customer calls
- Issues regarding the bill payment process
- Communication with the Otay Water District

Each section of the report will begin with a very brief abstract, or summary of highlights within the ensuing section, in order to orient the reader to what is to follow.

Charts have been prepared for each of these major components depicting the basic survey results. Subgroup analyses for different age groups, various levels of education, gender, home ownership/rental status, household size, residential tenure in the community, different income categories, and ethnicity of residents of the service area are presented in succinct bulleted format when statistical significance and relevance warrants such treatment. Lists of open-ended responses to survey questions are contained in the Appendices.

Survey Findings

Demographic Statistics/Respondent Characteristics

Table 2 presents selected demographic and sampling characteristics of the survey respondents (customers who made calls to the customer services unit of the Otay Water District during the past 6 months). Respondents are predominantly White (49 percent) and Hispanic/Latino (34 percent) and earn an annual median household income of \$72,600 (14 percent earning \$100,000 or more and 4 percent earning under \$25,000). They have a median age of 44 years and have been customers of the Otay Water District for a median of 8 years. Among these respondents, 53 percent possess a Bachelor's degree or more, with 22 percent having a high school education or less. Survey respondents are predominantly homeowners (80 percent) with a mean household size of 3.65. The survey is comprised mostly of residential customers (98 percent); the remaining 2 percent are business customers.

Also in **Table 2**, the sampling characteristics of the entire customer base (2006 Residential Customer Satisfaction and Awareness Survey) are presented for comparative purposes. The

respondents of the general survey are more White (55 percent – 6 percent higher than the respondents of the 2006 Customer Service and Satisfaction Survey) and less Hispanic/Latino (29 percent – 5 percent lower than 2006 Customer Service and Satisfaction Survey respondents). General survey respondents have a higher annual income level than the customer service callers (\$77,500 median for General survey respondents or about \$5,000 higher than for customer service callers and 33 percent of the general respondents earn over \$100,000 – 19 percent more than the customer service callers). General survey respondents are younger and they have been customers of the Otay Water District for a longer period of time than the customer service callers. The median age for general survey respondents is 49 years (5 years more than customer service callers) and they have been customers of the District for a median of 10 years (2 years more than customer service callers). General survey customers have a slightly greater tendency to be homeowners (90 percent for general survey – 10 percent higher than for customer service callers) and they have a somewhat lower mean household size (3.27 for the general survey – 0.5 lower than for customer service callers).

Satisfaction with Customer Service

SUMMARY: *Customer service callers rate the overall quality of customer service as very high – 84 percent rate it as excellent (51 percent) or good (33 percent). This is superior to the high rating provided by customers in the 2005 Residential Customer Satisfaction and Awareness Survey.*

Between 75 and 85 percent of customer service callers feel very satisfied or somewhat satisfied regarding the 5 service features presented in the survey: professionalism of service representative, knowledge and expertise of the service representative, courtesy of service representative, ability to reach service representative, and satisfaction in getting their problem solved. The latter three features -- the only features that appeared on the 2005 general survey - - received similarly high satisfaction ratings in 2005.

Customers make an average of 1.8 calls per issue to customer service, with 69 percent of all callers having their issue resolved in one call. Among the 31 percent who make more than one call, 60 percent of them had their problem ultimately resolved, leaving a total of 12 percent of callers with unresolved issues.

Customer service callers to the Otay Water District compare the District very favorably to other authorities and utilities that bill monthly, with 26 percent saying that it is the best among monthly service providers.

Chart 1 indicates that 84 percent of the customer service respondents rate the overall quality of customer service as excellent (51 percent) or good (33 percent). This rating is consistent with the high level of satisfaction expressed in the 2005 Residential Customer Satisfaction and Awareness Survey. It is noteworthy that the 51 percent rating of excellent represents a 10 percent increase over the 2005 rating.

Chart 2 shows that there is a high level of satisfaction for various customer service features. In fact, 85 percent of those who made customer calls feel either very satisfied or somewhat satisfied with the following features: professionalism of service representative, courtesy of service representative, and ability to reach service representative. Respondents also feel either very satisfied or somewhat satisfied regarding the knowledge and expertise of the service representative (80 percent) and about getting their problem resolved (75 percent).

Chart 3 demonstrates that in the 2005 Customer Satisfaction and Awareness Survey, respondents also rated three of these customer service features very highly and consistent with respondent ratings in the 2006 Customer Service and Satisfaction Survey. The 2005 customers were very satisfied or somewhat satisfied regarding the following features: courtesy of service representative (97 percent), ability to reach service representative (89 percent), and getting their problem resolved (85 percent).

Chart 4 indicates that customer callers make an average of 1.8 calls per issue to customer service, with 69 percent of all callers having their issue resolved in one call. Among the 31 percent who make more than one call, 60 percent of them had their problem ultimately resolved, leaving a total of 12 percent of callers with unresolved issues.

Table 3 shows that customer callers whose question/problem was resolved after two or more calls are more likely to be satisfied with the customer service features than are customer callers whose question/problem was not resolved after 2 or more calls. (The means reported below are based on a scale of 1-4, where 1 = very satisfied and 4 = very dissatisfied).

Chart 1
Overall Quality of Service

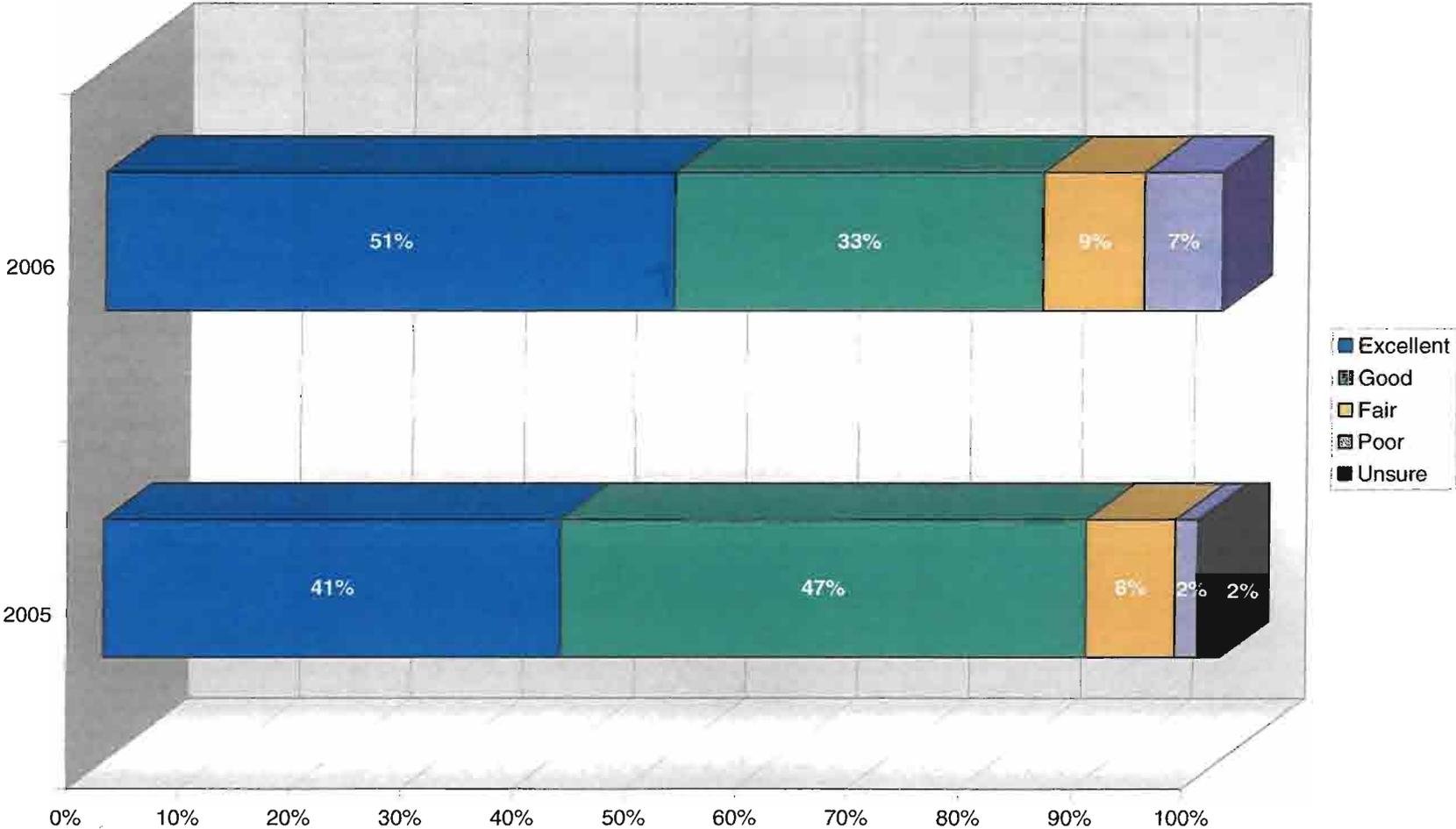


Chart 2
Satisfied or Dissatisfied: Customer Service Features

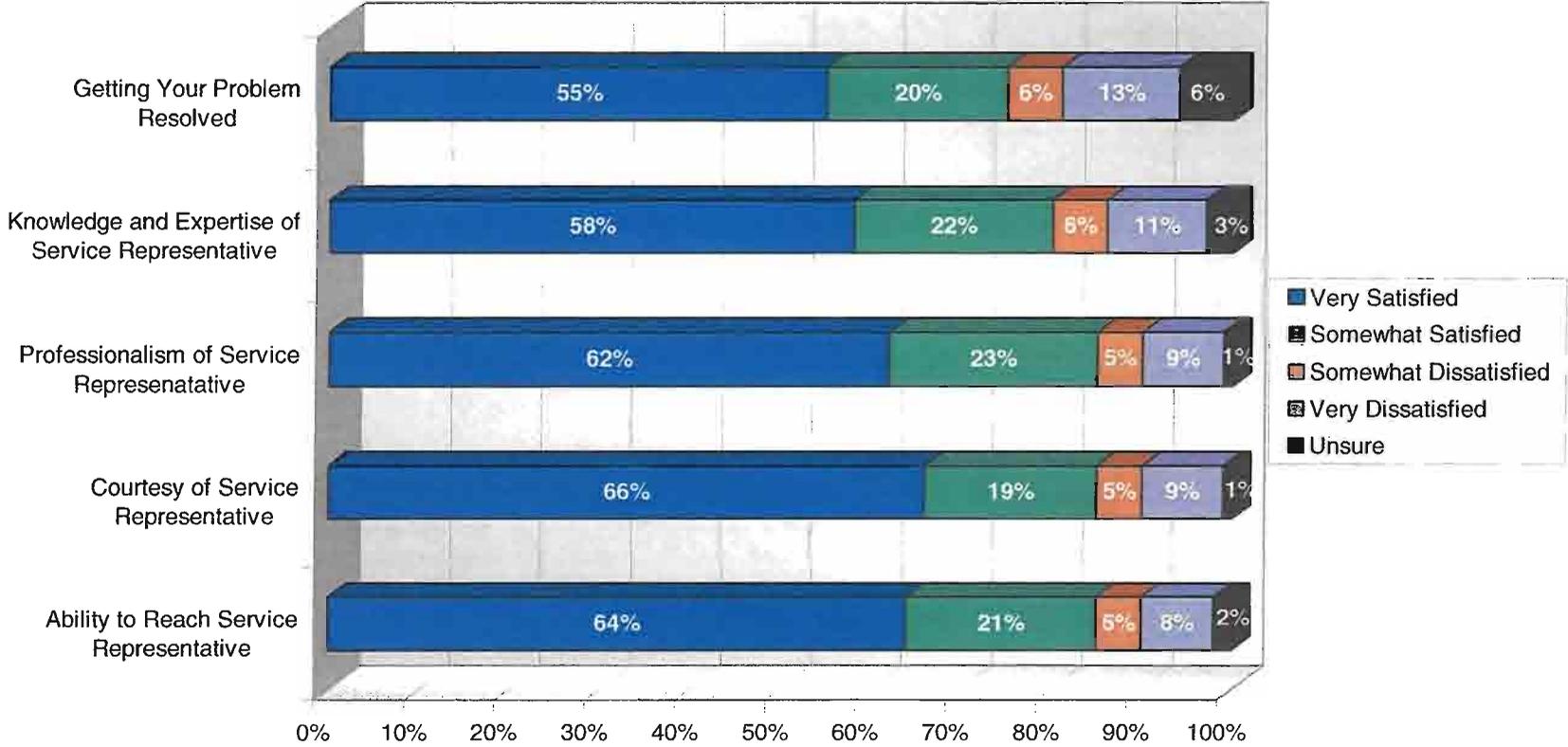


Chart 3
Satisfaction or Dissatisfaction with Customer Service Features--2006 and 2005

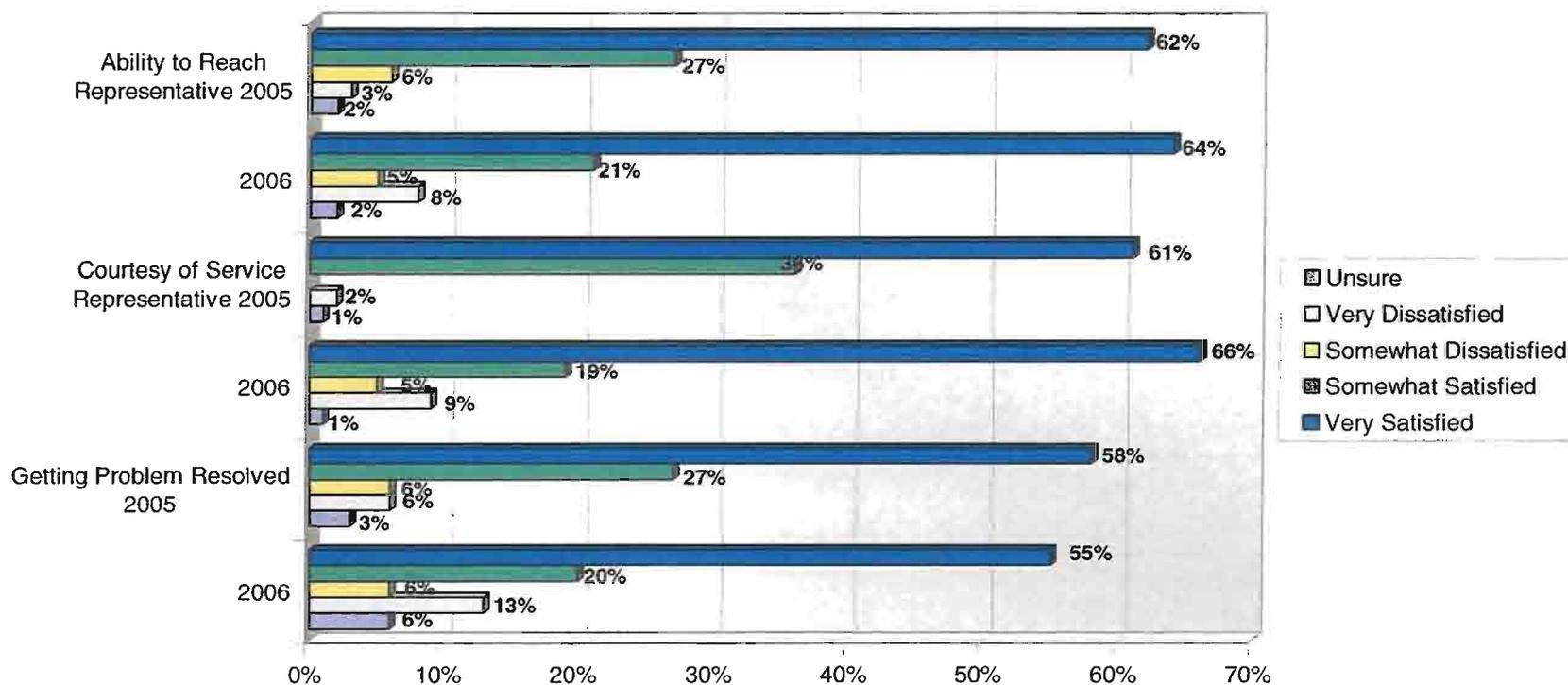


Chart 4
Number of Calls Required to Resolve Issue
(Mean Number of Calls = 1.8)

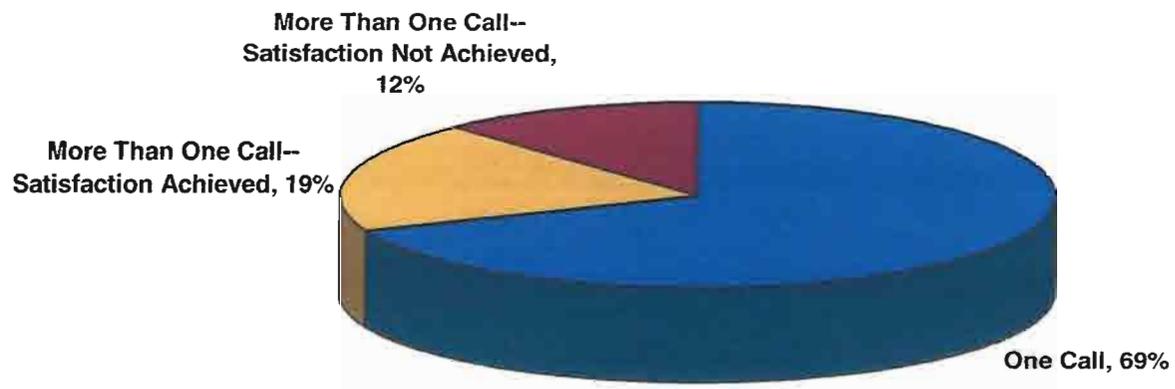


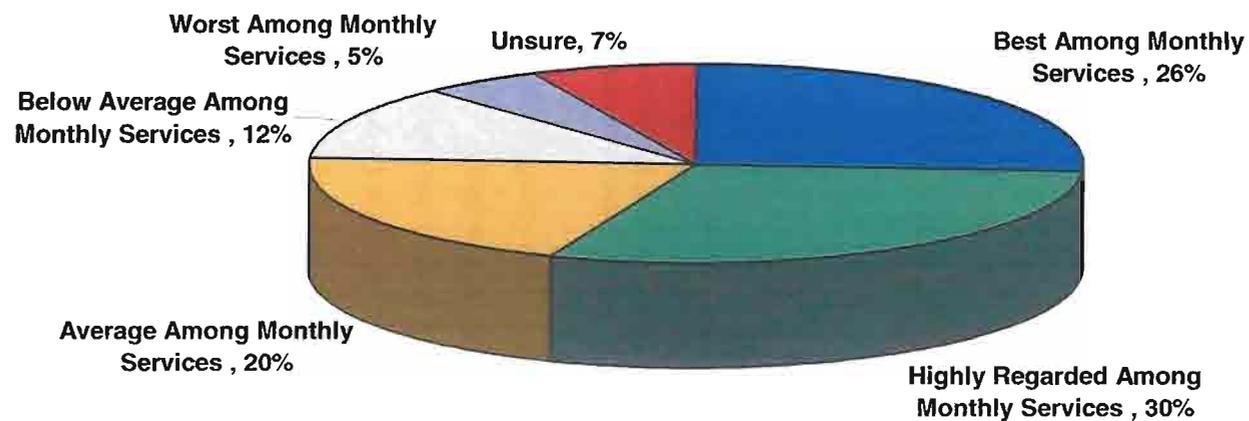
Table 3 Mean Customer Caller Satisfaction Ratings for Customer Service Features (problem resolved after 2 or more calls versus problem not resolved after 2 or more calls)		
Feature	Problem resolved after 2 or more calls	Problem not resolved after 2 or more calls
Ability reach representative	1.39	2.19
Courtesy service representative	1.35	2.19
Professionalism service representative	1.39	2.31
Knowledge of service representative	1.53	2.41
Getting problem resolved	1.45	2.73
Overall quality of service	1.50	2.70

- For those who make more than one call to customer service about their concern, problem resolution is more successful as the household size increases. For example, problem resolution is greater among households of 5 or more (71 percent) than it is among households of 1 or 2 (35 percent).

Customer service callers also gave high ratings to the Otay Water District in comparison to other utilities (e.g. cable service) that bill monthly. **Chart 5** shows that about one-fourth of the customers rate the customer services of the Otay Water District as the best (26 percent) and another 30 percent think highly of the District's customer services relative to the service provided by similar companies. The customers rate the Otay Water District well above average with a mean of 3.63 on a scale of 1 to 5 where 1 = the worst and 5 = the best.

- Customers who only had to make one call to resolve their problem are more complimentary of the Otay Water District than those who had to make two or more calls (3.91 for one call versus 3.24 for two or more calls).

Chart 5
Comparative Ranking of Otay Water District Against Other Monthly Services
(On scale of 1-5, with 5 = BEST and 1 = WORST, Mean Ranking = 3.63)



Satisfaction with Field Service

SUMMARY: *About one-fourth of customer service callers (26 percent) indicate that their issue required a field visit to the customer's property. Over 60 percent of customer service callers rate their overall experience with field representatives as excellent or good. From one-half to two-thirds of those who required a field visit are satisfied with the amount of time needed for service, the outcome of the service, and the time required to come to the property.*

Only about one-fourth of customer service callers (26 percent) required a field visit to the customer's property (**Chart 6**). Among those who required a field visit, customers say that the field representative checked the meter (25 percent), connected service (25 percent), inspected the system (15 percent), or generally fixed the problem (15 percent)—**Chart 7**.

- Field visits were required to resolve problems among longer term customer service callers to the Otay Water District more so than among shorter term customer callers (33 percent for those who have been customers for 11 years or more compared to 20 percent for those who have been customers for 10 or fewer years).
- Customers whose problem required a field visit are less likely to be satisfied with the following service features (The means are based on a scale of 1 to 4, where 1 = very satisfied and 4 = very dissatisfied): getting the problem resolved (2.17 – field visit required; 1.59 – field visit not required) and overall quality of service received (2.19 – field visit required; 1.57 – field visit not required).

Chart 8 demonstrates that over three-fifths (62 percent) of customers rate their overall experience with the service of field representatives as either excellent (28 percent) or good (34 percent) with only 13 percent rating this service as poor. Customers also rate specific features of field service as satisfactory and these ratings are depicted in **Chart 9**. A majority of customers feel either very satisfied or somewhat satisfied with regard to the following features of field service: the time required to come to the property (65 percent), the outcome of the field service (63 percent), and the amount of time needed for service (57 percent).

Chart 6
Field Visit Required?

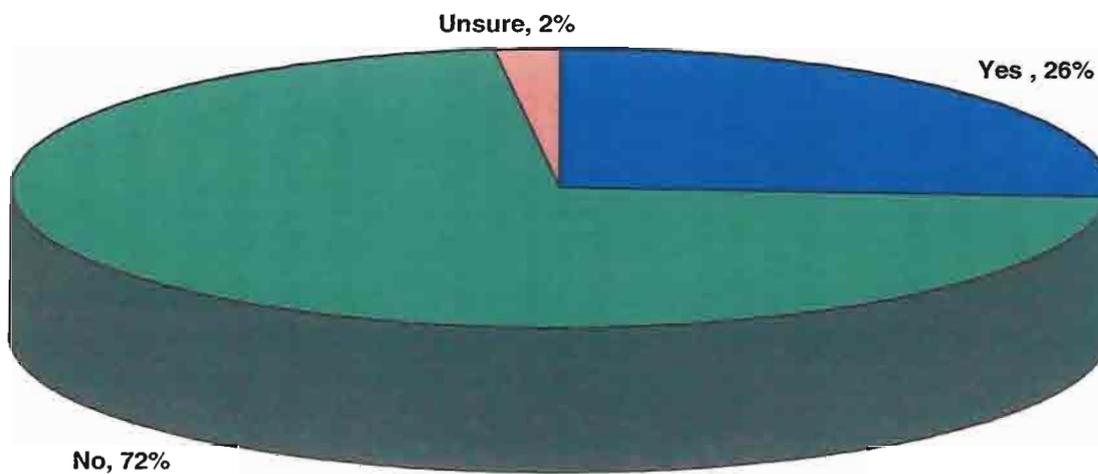


Chart 7
What Field Representative Did
(Among 26% who required field visit)

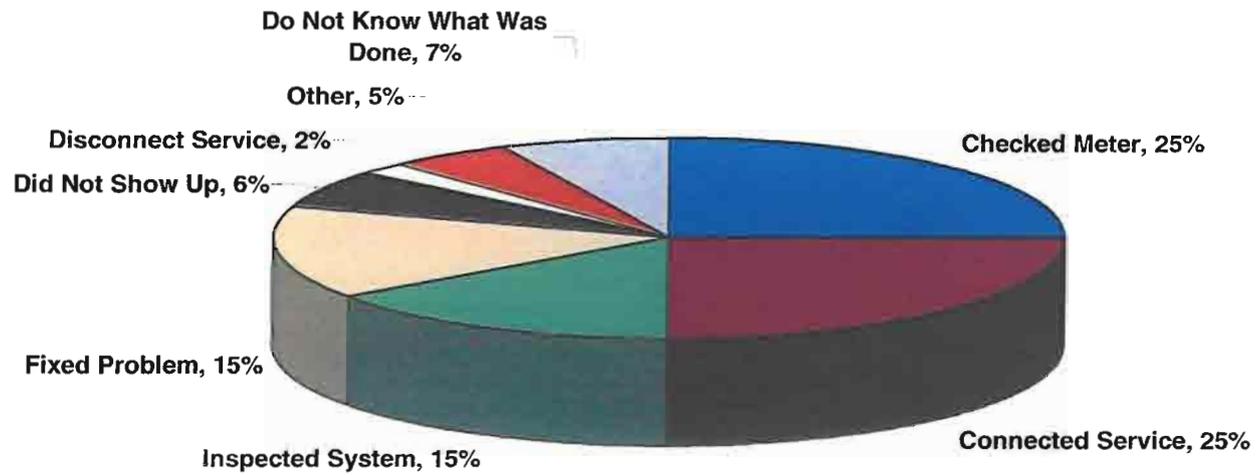


Chart 8
Overall Satisfaction with Field Service
(Among 26% who required field service)

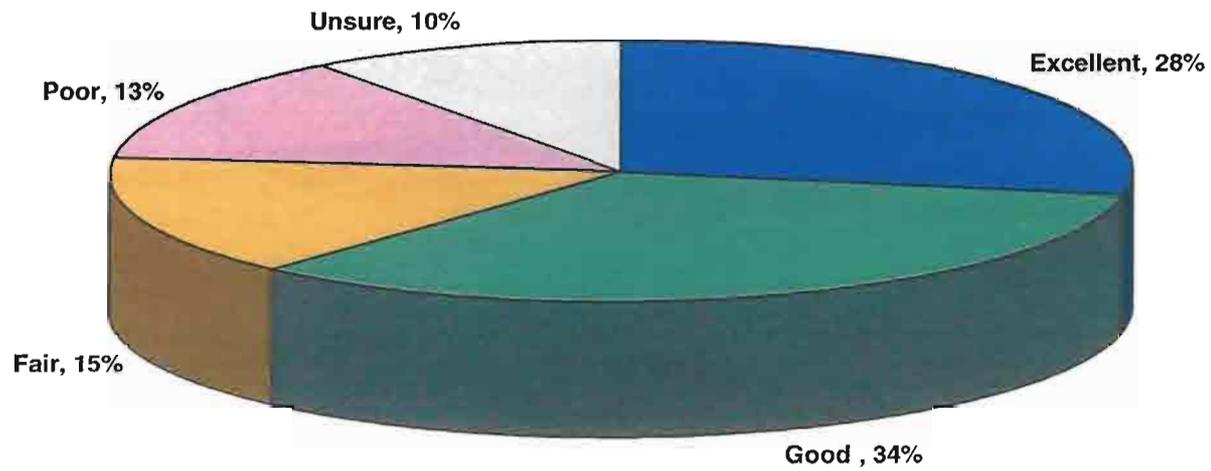
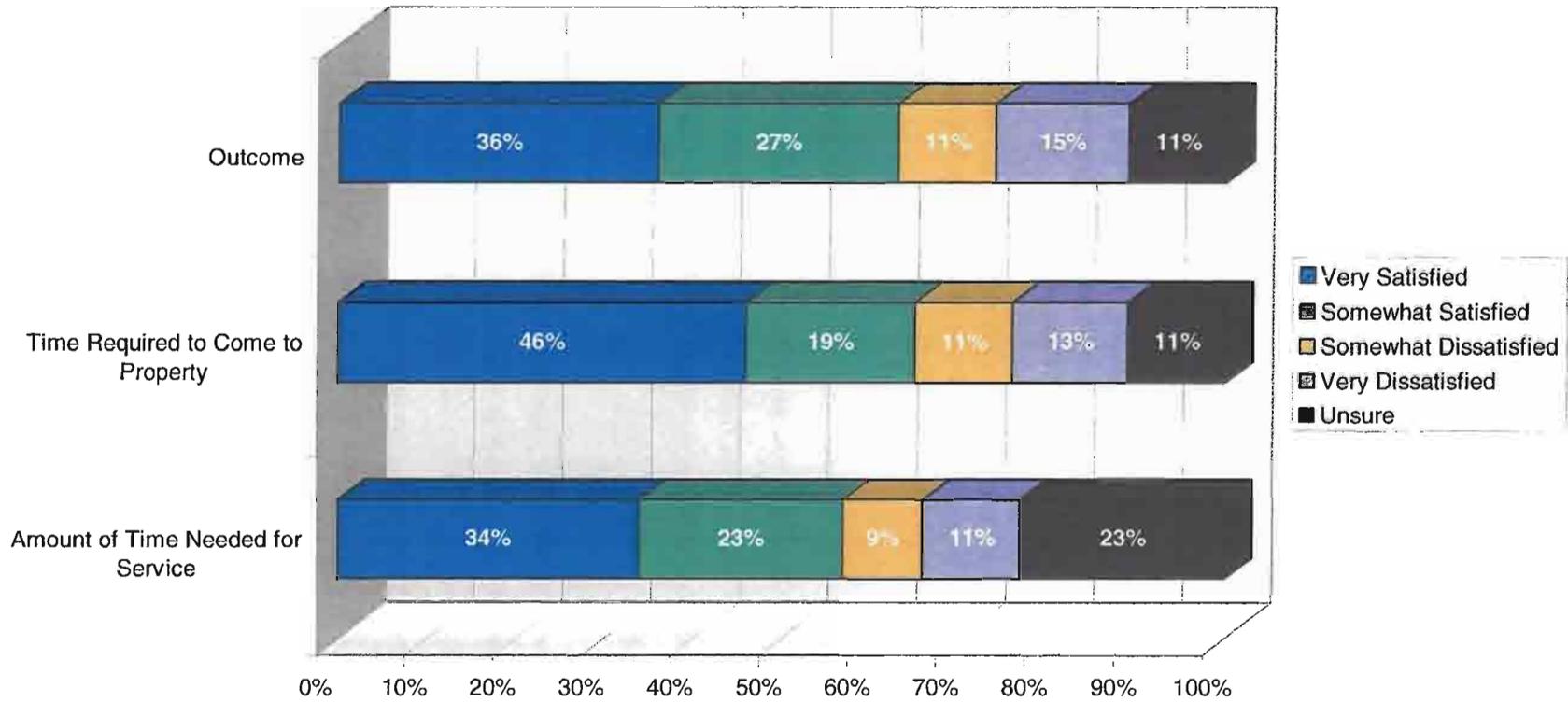


Chart 9
Satisfaction or Dissatisfaction with Field Service
 (Among 26% who required field service)



Purpose of Customer Calls

SUMMARY: *About one-fifth (18 percent) of the respondents to the 2006 Customer Satisfaction and Awareness Survey placed customer service calls to the Otay Water District within the last 6 months; this compares with 19 percent of the respondents in the 2005 Residential Customer Satisfaction and Awareness Survey who placed customer service calls to the District over a 12 month period. The main purpose of customer calls is related to billing issues (66 percent) while 11 percent of the calls involve concerns about repairs. The remaining 23 percent of calls is associated with starting and stopping service, among other issues. Using the 2005 Residential Customer Satisfaction Survey as a baseline, customer calls about repairs are on the decline as a proportion of total customer service calls while calls involving monthly bills are increasing.*

Of those customers who call about repairs, 39 percent call about pipeline breaks, 35 percent call about suspected leaks and the other 26 percent are concerned about the supply of water to their home, including how to shut off their valve.

Non-repair calls as well as additional calls beyond the last one made by customers are largely for purposes of bill clarification and secondarily for expressing the feeling that they are being charged too much because of meter errors.

Chart 10 shows that nearly one fifth (18 percent) of the respondents of the 2006 Residential Customer Satisfaction and Awareness Survey placed calls related to the Otay Water District within the past 6 months. This is compared to the findings of the 2005 Residential Customer Satisfaction and Awareness Survey where 19 percent made calls to seek customer service over a 12 month period.

Chart 11 shows that the main purpose for customer calls relates to billing issues (66 percent); only 11 percent of calls are repair related, with the remaining 23 percent being starting and stopping service, among other issues. Using the 2005 Residential Customer Satisfaction Survey as a baseline, calls about repairs are declining as a proportion of total customer service calls (from 20 percent in 2005 to 11 percent in 2006) while calls about the billing are increasing (from 60 percent in 2005 to 66 percent in 2006).

Chart 10
Have Called Customer Service
(From 2006 General Survey, n = 300)
(2006-- past 6 months....2005--past 12 months)

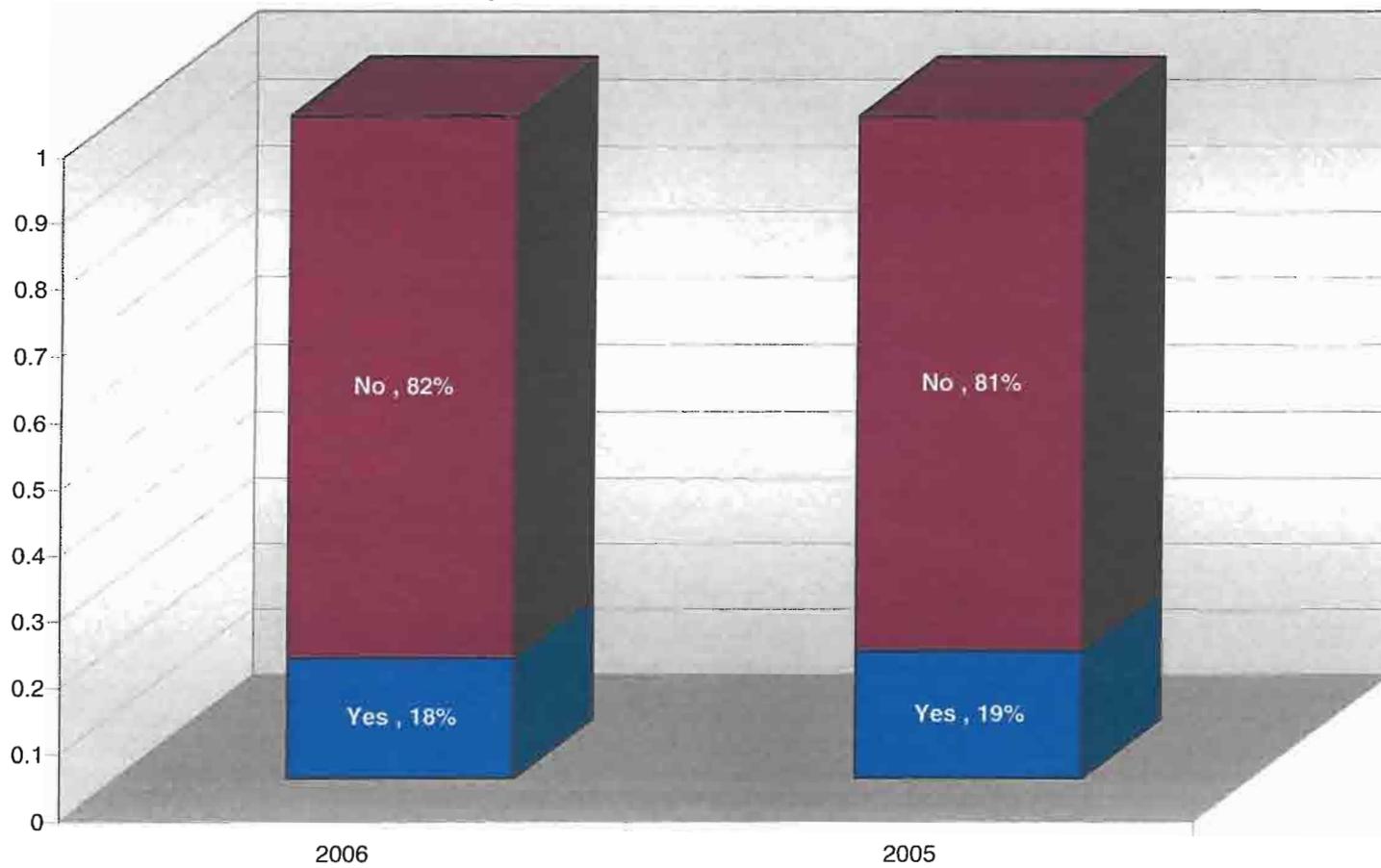


Chart 11
Main Purpose of Last Customer Service Call

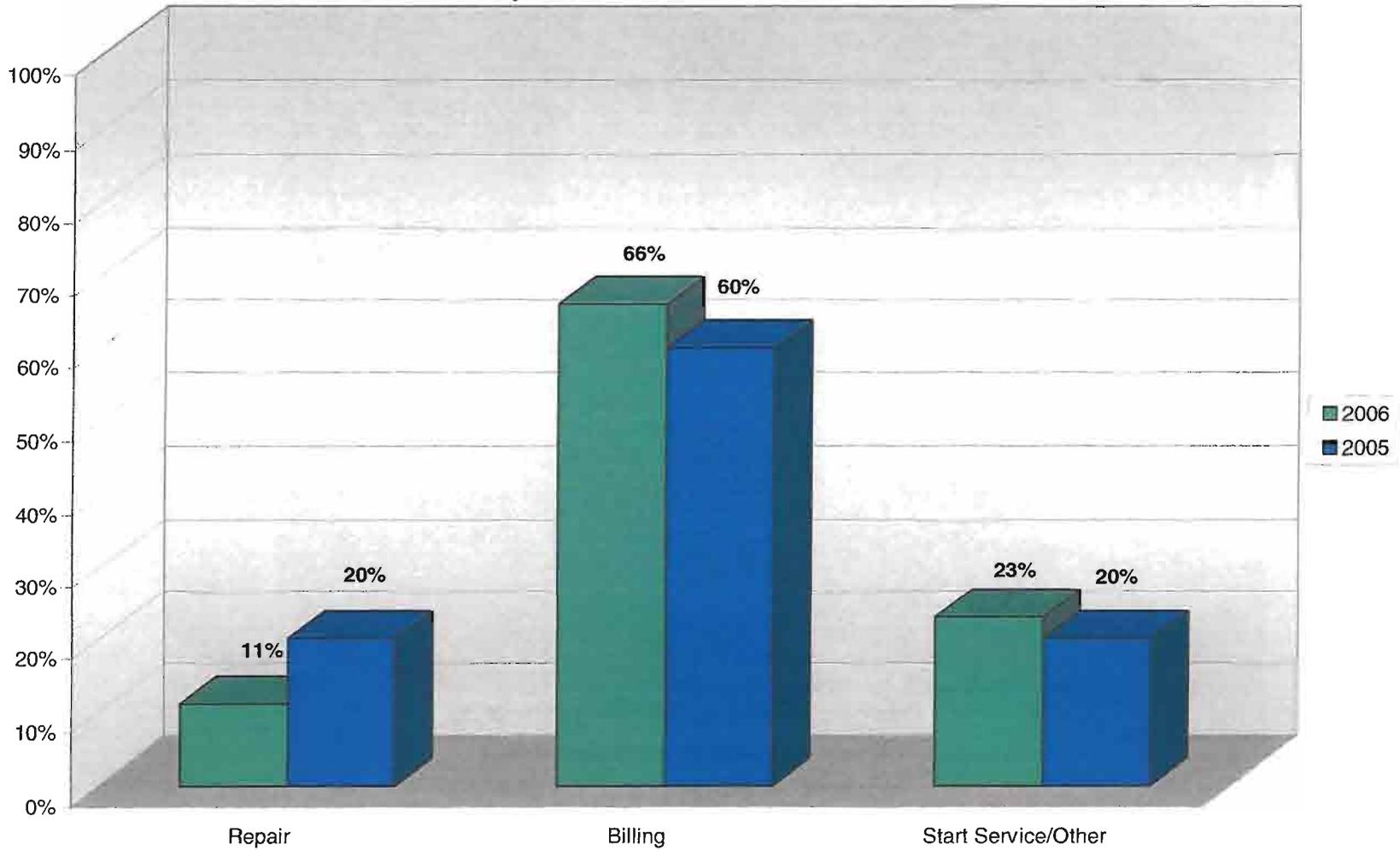


Chart 12 shows that of those customers who call about repairs, 39 percent call about pipeline breaks, 35 percent call about suspected leaks, and the other 26 percent are concerned about the supply of water to their home, including how to shut off their valve. The 2005 customers were more concerned about the supply of water than were the 2006 customer callers (46 percent in 2005 were concerned about water supply – 20 percent more than in 2006) while the 2005 customers were less concerned about pipeline breaks and leaks than the 2006 customer callers (54 percent in 2005 were concerned about pipeline breaks – 20 percent less than in 2006).

Chart 13 demonstrates that among those whose latest call to customer service was non-repair related, the purposes for that call include clarification of the bill (28 percent), the feeling that customers are charged too much because of meter error (15 percent), the need to start service (11 percent), and other issues such as the need for technical assistance (6 percent), reconnecting service after shut off (5 percent), and misplaced bills (4 percent).

Chart 14 shows that among the 24 percent of customers who made more than one call to customer service, 56 percent made these additional calls because they want clarification of their bill and 15 percent feel they were charged too much because of meter error. Other calls were made to discuss address changes (6 percent), late payments (6 percent), and to order an inspection (6 percent). It is apparent that billing issues and concerns about being charged too much because of suspected meter error are paramount reasons for customer service calls.

- Younger customers call customer service primarily about billing issues while older customer callers call largely about repair concerns. Billing issues as main purpose of call: under 55 (72 percent) versus 55 and over (50 percent); Repair as main purpose of call: under 55 (11 percent) versus 55 and over (18 percent).

Issues Regarding the Bill Payment Process

SUMMARY *Over one-half of the customer service callers (53 percent) pay their bill by sending a check in the mail. Another 14 percent pay on line. Others use a credit card to pay over the telephone (14 percent) and through automatic bank deduction (8 percent). It is noteworthy that 47 percent would prefer to use postal mail (6 percent less than actually do so) and 22 percent would prefer to pay on line (8 percent more than actually do so). Of the 11 percent who pay in person, nearly one-third do so to enjoy personal contact, another one-fourth find it convenient because they can pay their bill close to home, and nearly one-fifth are interested in obtaining an immediate receipt.*

Chart 12
Type of Repair

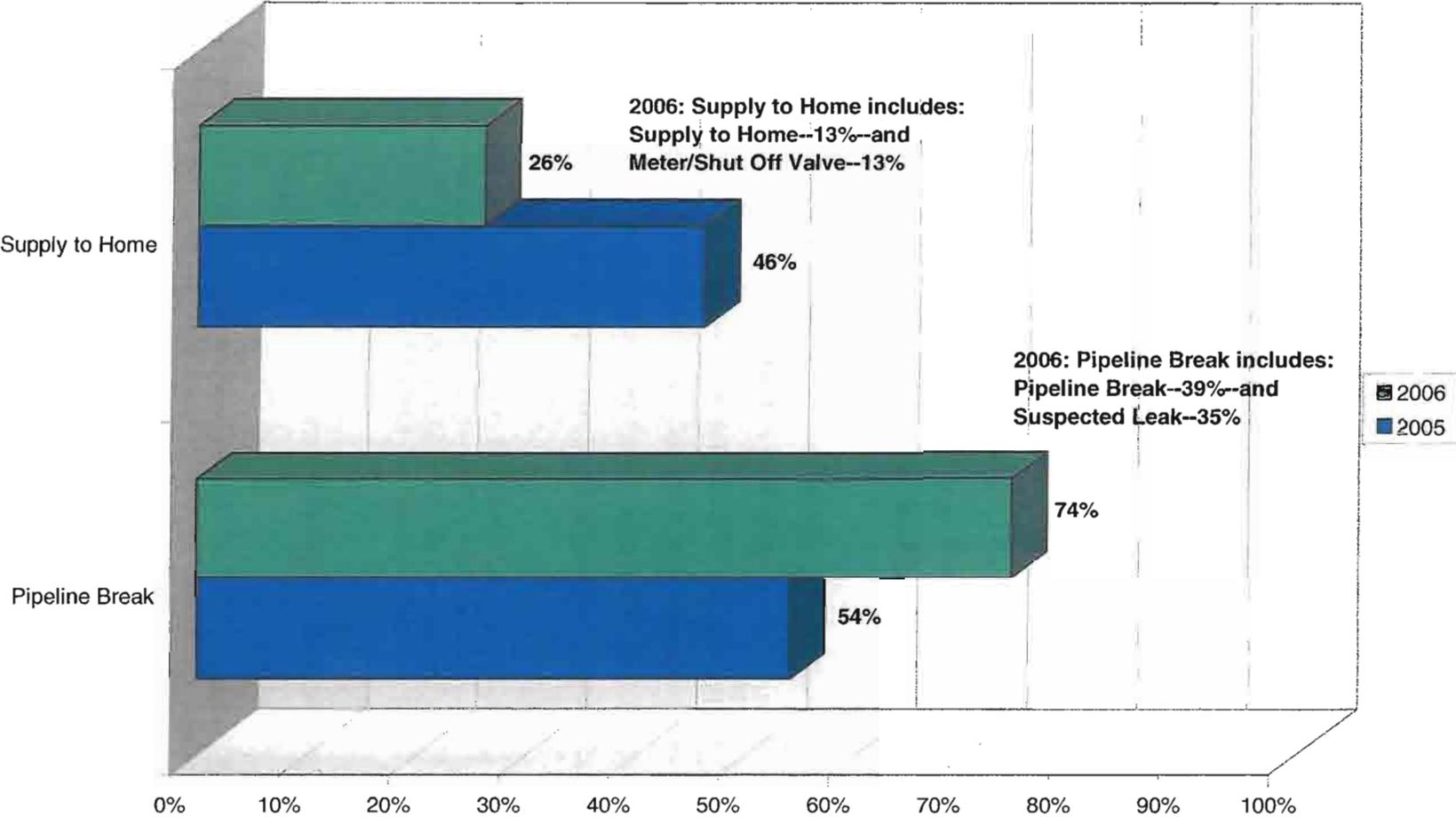


Chart 13
Purpose of Non-Repair Calls
 (Among 89% of callers who called for non-repair reason and 26% of the 11% who called for repairs but also called for non-repair purposes)

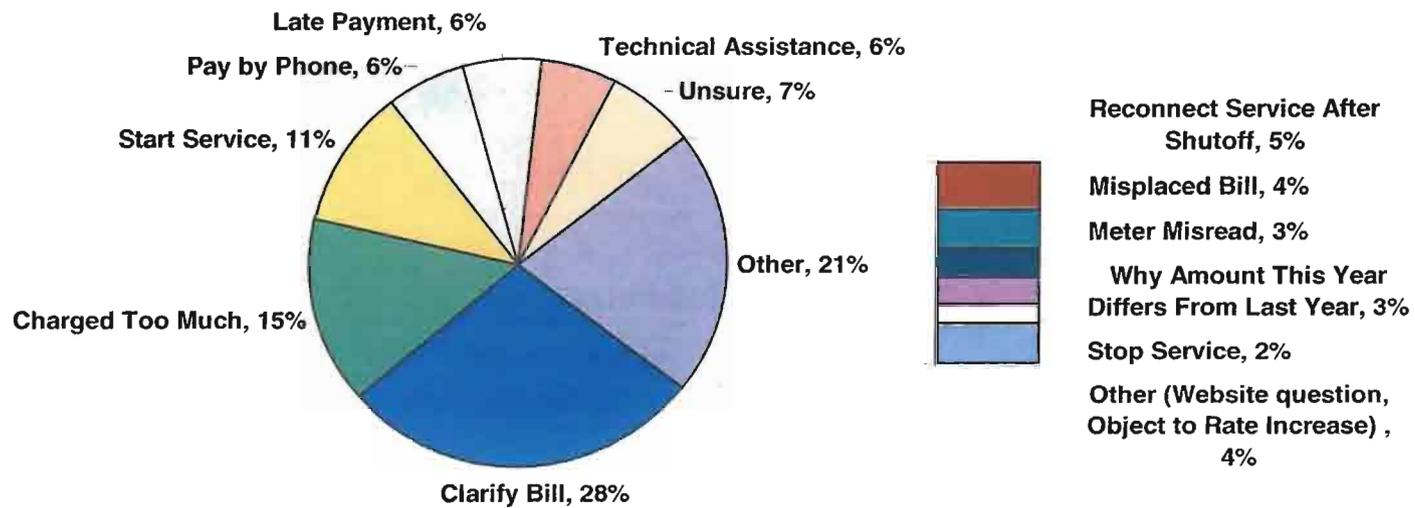
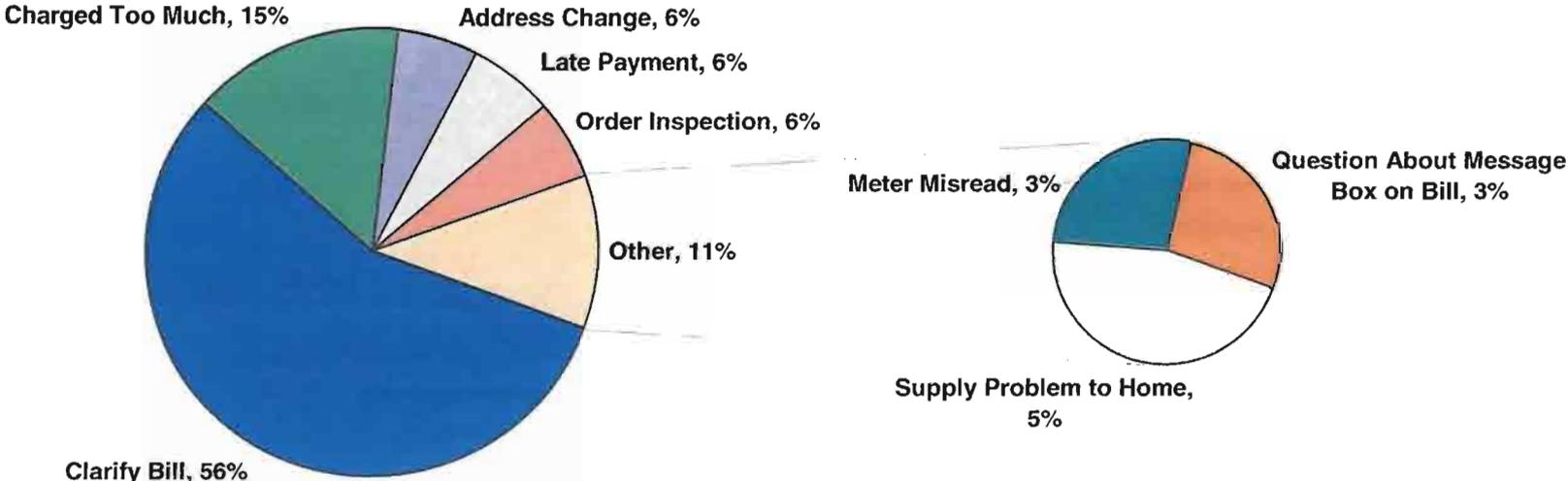


Chart 14
Purpose of Additional Calls to Customer Service
(Among 24% who made an additional customer service call)



Customer service callers are satisfied with the following billing features: accuracy of the bill (83 percent very satisfied or somewhat satisfied) and ease of understanding the bill (77 percent very satisfied or somewhat satisfied.) About three-fourths of customer service callers are confident in the accuracy of their meter reading. About one-half read messages in the message box on their water bill. About one-fourth feel that the monthly billing process could be improved by having greater ability to pay by telephone or on line. Another 18 percent indicate that lower rates would improve the billing process.

Method of Bill Payment: Chart 15 shows that over one-half of the customer service callers (53 percent) pay their bill by sending a check in the mail; 14 percent pay on line; 14 percent use a credit card to pay over the telephone, 11 percent pay in person at the Otay Water District offices or payment center, and 8 percent pay their bill through automatic bank deductions. It is noteworthy that 47 percent would prefer to use postal mail (6 percent less than actually do so) and 22 percent would prefer to pay on line (8 percent more than actually do so). Of the 11 percent who pay in person, nearly one-third do so to enjoy personal contact, another one fourth find it convenient because they can pay their bill close to home, and nearly one fifth are interested in obtaining an immediate receipt. This finding indicates a slight emerging preference for using the Internet in the bill paying process.

Homeowners tend to pay their bill by a check sent in the mail while renters tend to pay in person.

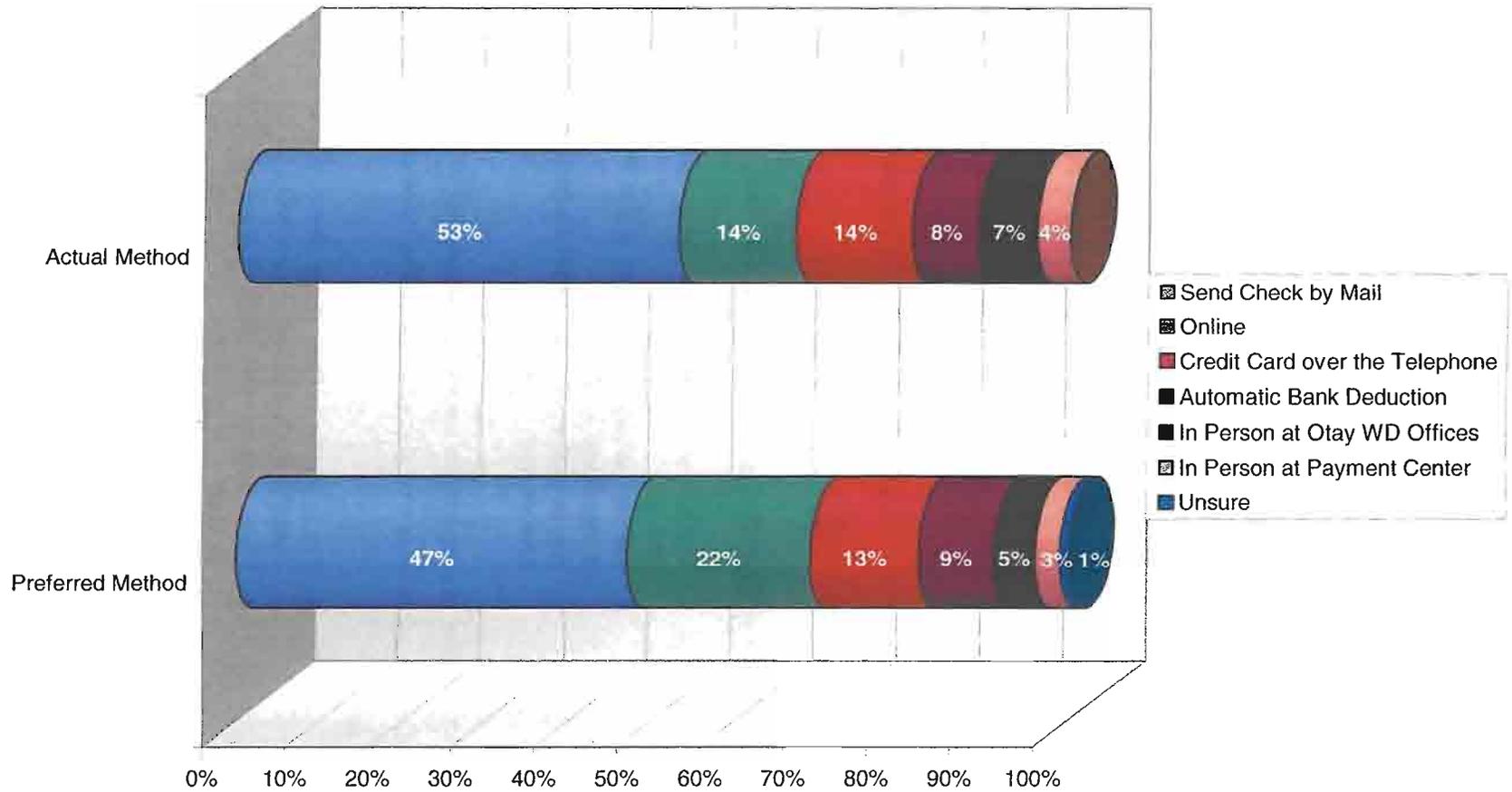
- Check sent in mail (homeowners – 58 percent versus renters – 29 percent).
- Pay in person at payment center (renters – 10 percent versus homeowners – 3 percent).
- Pay in person at Otay Water District (renters – 20 percent versus homeowners – 4 percent).

Customers who elected to complete the survey in Spanish tend to pay their bill in person at the Otay Water District, while those who elected to speak English tend to pay their bill by sending a check in the mail.

- Pay in person at Otay Water District (Spanish speakers – 31 percent versus English speakers – 5 percent).
- Check sent in mail (English speakers – 54 percent versus Spanish speakers – 39 percent).

Larger households tend to pay by a check sent in the mail more so than do smaller households (55 percent for households of 3 or more compared to 47 percent for households of 1 or 2).

Chart 15
Method of Payment of Bill
(Actual and Preferred)



The method by which customers actually pay their bill is strongly related to the method they prefer to use. Moreover, when preferences deviate from actual behavior, the preference leans toward the use of the Internet to make on-line bill payments. The following examples illustrate this finding:

- 83 percent of those, who actually pay by credit card over the telephone, prefer that method; however, 14 percent of those who pay over the telephone would prefer to pay on line.
- 71 percent of those who pay in person at the Otay Water District prefer that method of payment; however, 14 percent of those who pay in person would prefer to pay on line.
- 56 percent of those who pay in person at the payment center prefer that method; however, 11 percent of those who pay at the payment center would prefer to pay on line.

Chart 16 indicates that, among the 11 percent of respondents who pay in person, nearly one-third (29 percent) enjoy the personal contact/getting out of the house, 23 percent state that the Otay Water District is close to their home, and 18 percent cite the ability to easily obtain a receipt.

Satisfaction with Billing Process/Suggested Improvements: **Chart 17** shows that customer service callers are highly satisfied with the following billing features: ease of understanding the water bill (83 percent -- 54 percent very satisfied and 29 percent somewhat satisfied) and accuracy of water bill (77 percent -- 43 percent very satisfied and 34 percent somewhat satisfied).

Chart 18 indicates that over three-fourths (76 percent) of customer service callers are either very confident or somewhat confident in the accuracy of their monthly meter reading.

Chart 19 indicates that about one-half (52 percent) read the messages in the message box on their water bill.

- Those who completed the survey in English tend to read the messages in the boxed area of their bill more so than do those who completed the survey in Spanish (English: 53 percent; Spanish: 23 percent).
- Whites (62 percent) are more likely to read the messages in the boxed area of their bill than are Asians (53 percent).

Chart 16
Reason for Paying in Person
(Among 11% who pay in person)

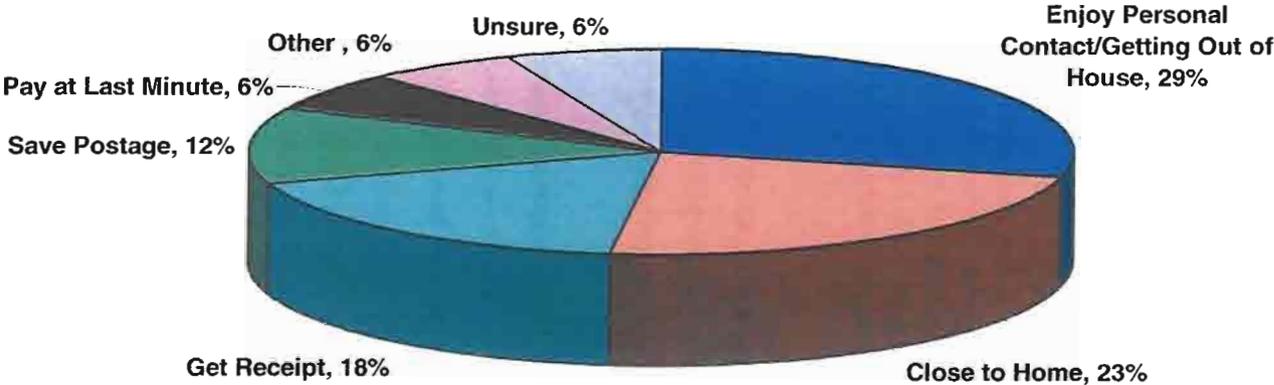


Chart 17
Satisfaction or Dissatisfaction with...

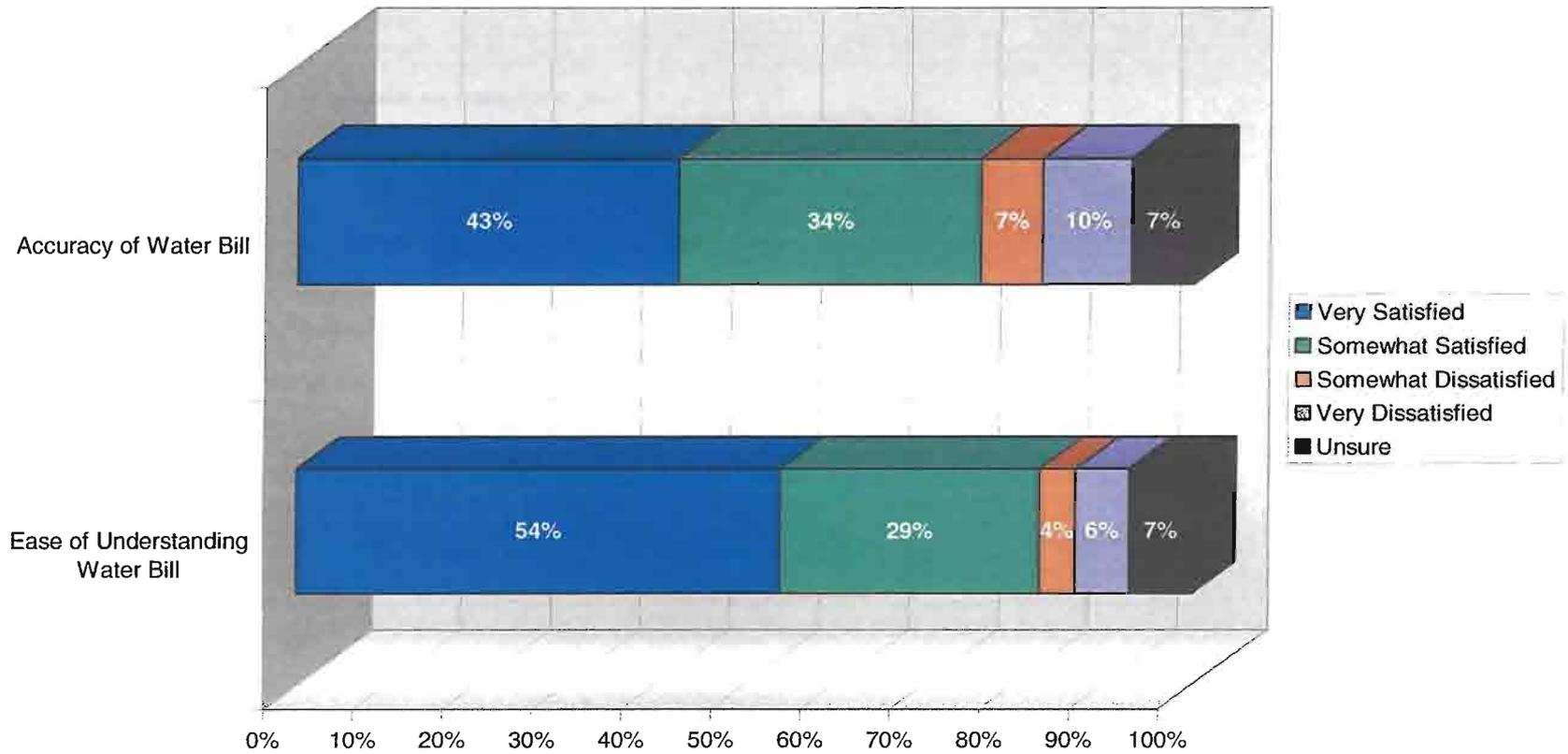


Chart 18
Confidence in Accuracy of Monthly Meter Reading

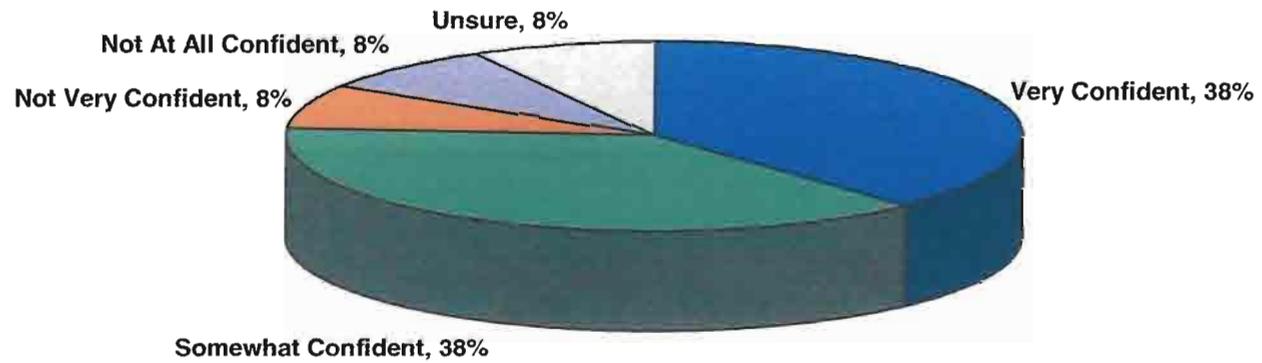


Chart 19
Read Messages in Message Box

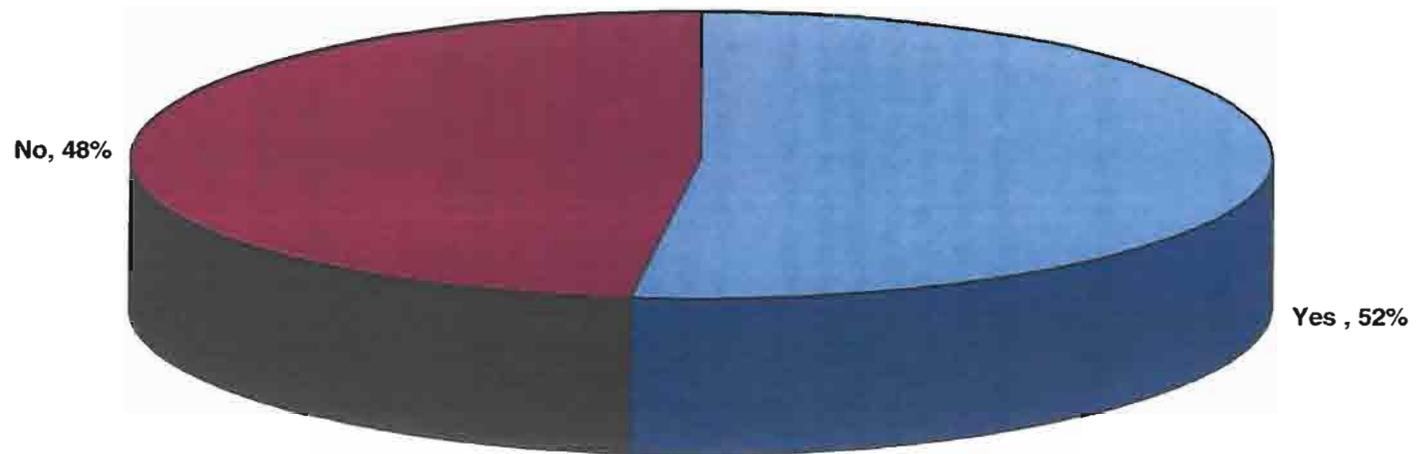


Chart 20 shows that the convenience of the monthly billing process could be improved if customer service callers had a greater ability to pay by telephone or on line (23 percent), if their bill reflected lower rates (18 percent), if there was better explanation of information on the bill (14 percent), if the bill included notification of late payment pending disconnect (14 percent), and if there were improvements that resulted in more accurate meter reading (14 percent).

Communication with the Otay Water District (including Website and Interactive Voice Response System)

Summary: *More than one third of customer callers (37 percent) contacted the Otay Water District by a means other than telephone. About one-fourth of the customers (23 percent) visited the Otay Water District in person to make an inquiry, 8 percent sent a letter to the District, and 6 percent used e-mail to contact the District. Customers are very satisfied with their in person experience (88 very or somewhat satisfied) and are satisfied to a lesser extent with the results of their letter (68 percent very or somewhat satisfied) and their efforts to make e-mail contact with the District (61 percent very or somewhat satisfied).*

It is found that 20 percent of customer callers have used the website to obtain information in the past 6 months. Among these users of the website, 88 percent are satisfied with website service. Only 16 percent of the customer callers have used the Interactive Voice Response system, but over 80 percent of these users found the system useful for resolving their problem. Nearly everyone (97 percent) who has used the system found it to be user friendly. About one-fourth of those who use the Interactive Voice Response System would like to see it expanded to include bill payment options as well as to have it improved in order to reduce waiting time on the telephone. They would also like it to notify customers when their payments are delinquent and offer discounted bills when it is used instead of a traditional customer service representative.

Chart 21 indicates that 37 percent of customer callers contacted the Otay Water District by a means other than telephone. Specifically, 23 percent of customer callers visited the Otay Water District in person to make their inquiry, 8 percent mailed a letter, and 6 percent used e-mail.

Chart 22 shows that customers are very satisfied with their in-person contact (75 percent very satisfied and 13 percent somewhat satisfied). Over two thirds (69 percent) are either very satisfied or somewhat satisfied with their mailed letter as a form of contact. Customer callers are less satisfied with the use of e-mail to contact the District, with 61 percent either very satisfied or somewhat satisfied.

Chart 20
Suggested Changes in Monthly Bill

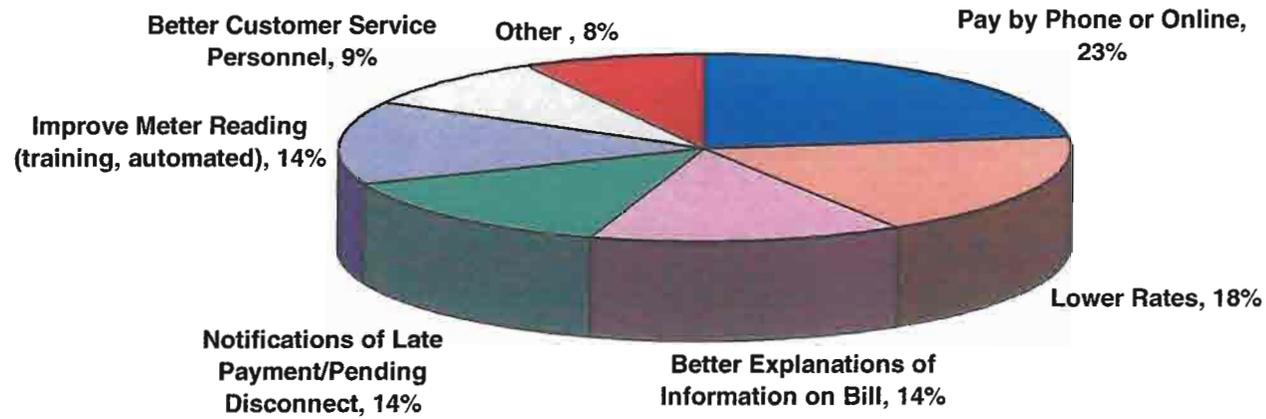


Chart 21
Other Means of Contacting Customer Service

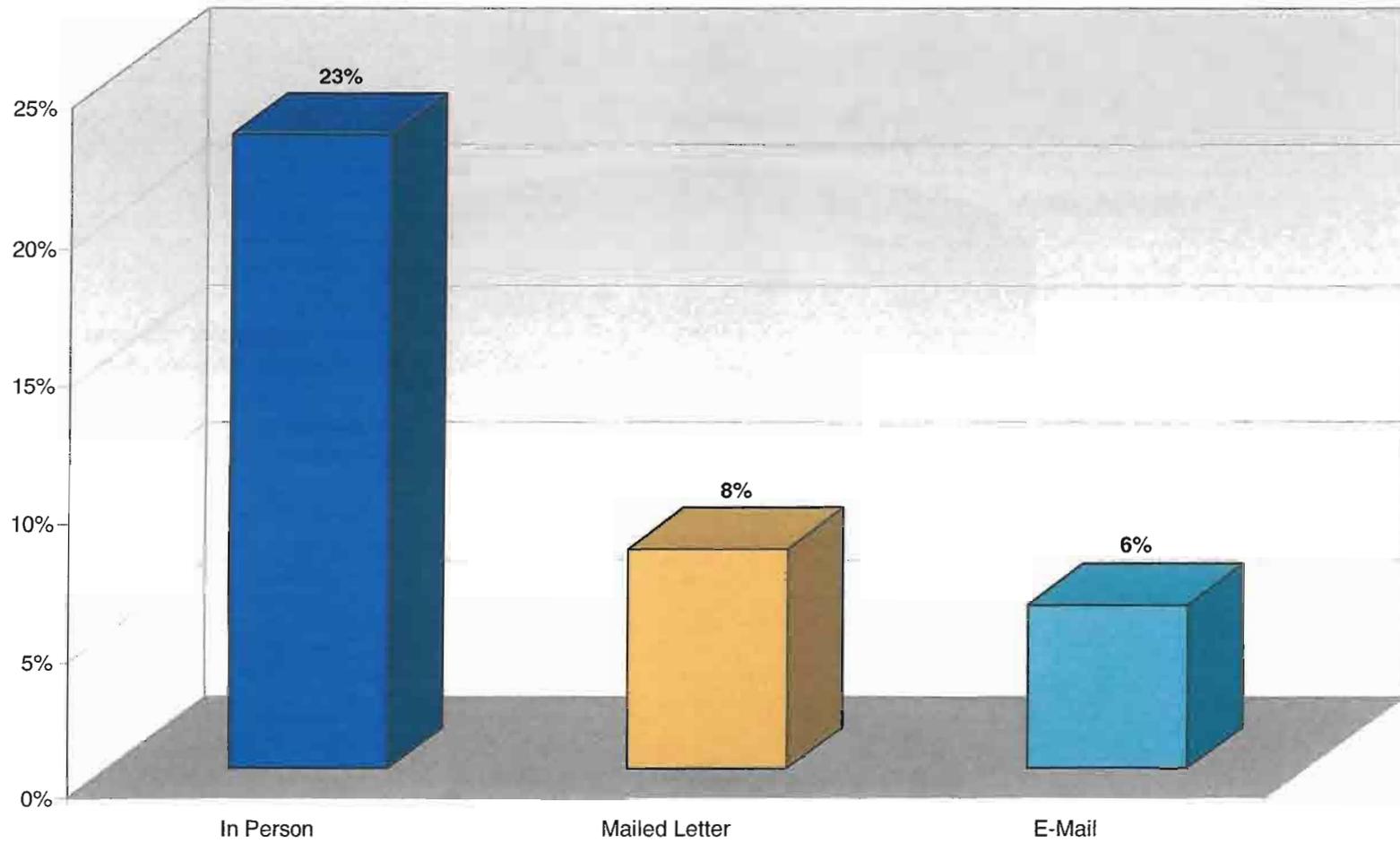
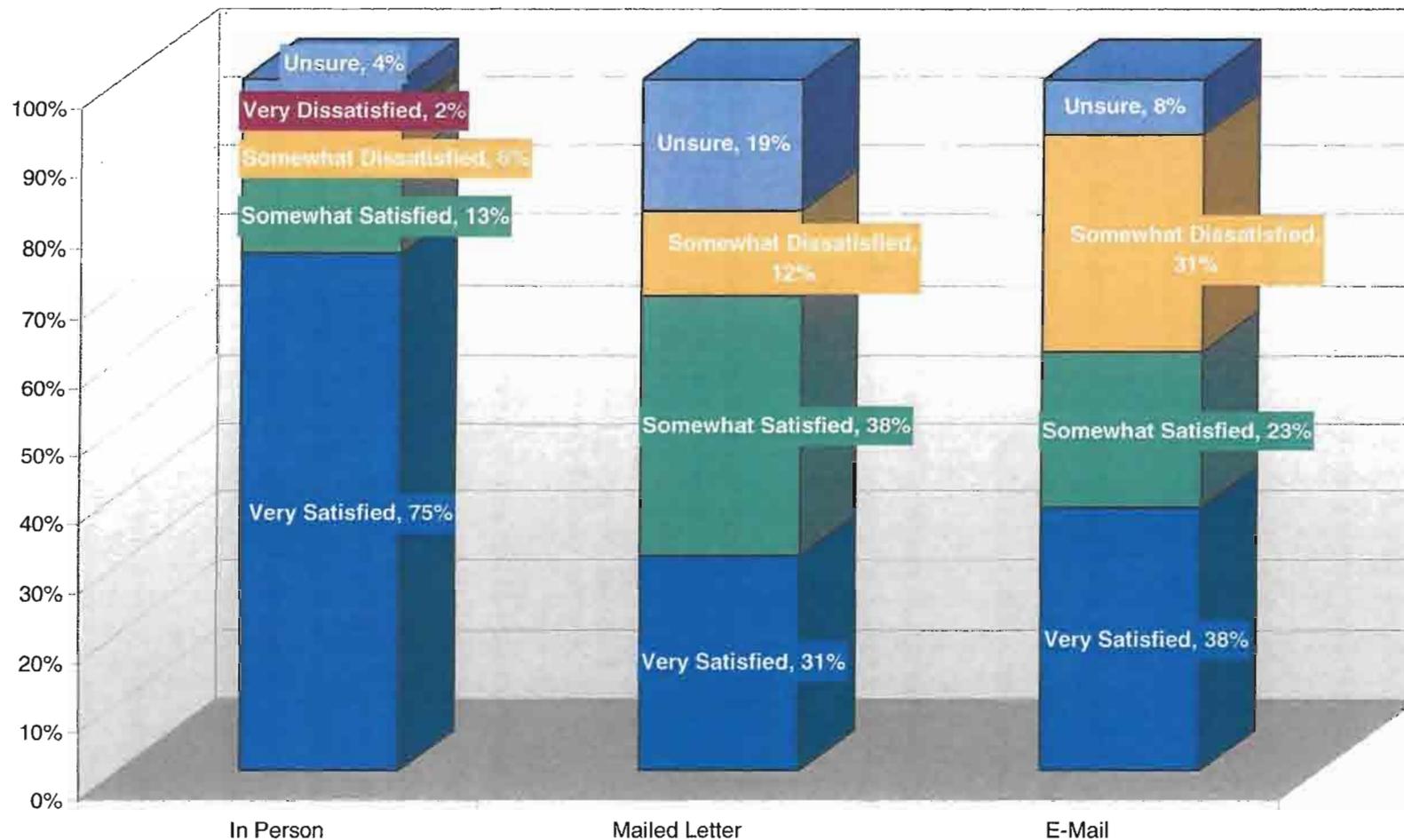


Chart 22
Satisfaction or Dissatisfaction with Service from Other Means of Contact



Customer callers who communicate with the District in person are more likely to prefer to speak Spanish and they are more likely to earn a lower annual income. The following relationships demonstrate these findings for those who visit the District in person:

- Customer callers who elected to complete the survey in Spanish (46 percent) compared to those who elected to complete it in English (22 percent).
- Customer callers who earn less than \$25,000 annually (63 percent) versus those who earn \$25,000 or more (22 percent).

Customer callers with a lower level of education communicated with the District by a mailed letter more so than customers with a higher level of education (19 percent with high school or less versus 4 percent with at least some college).

Chart 23 indicates that 20 percent of the customer callers have used the Otay Water District website to obtain information in the past 6 months and that 88 percent of these users are either very satisfied or somewhat satisfied with the service provided through the website (**Chart 24**).

- Use of the Otay Water District Website increases with the level of education. For example, customers with a high school education or less (7 percent) use the website less than customers with a bachelor's degree or more education (29 percent).
- Hispanics (92 percent) and Whites (78 percent) are either very satisfied or somewhat satisfied with the website.

It is also shown in **Chart 23** that only 16 percent have used the new Interactive Voice Response features of the Otay Water District. Among these 16 percent who have used the Interactive Voice Response system, 47 percent found out about it when they called the Otay Water District and 38 percent read about it in bill inserts (**Chart 25**). **Chart 26** shows that 81 percent of those who use the system found it to be useful in resolving their problem and nearly one-half (48 percent) were able to resolve their questions by using this system. **Chart 27** indicates that nearly everyone (97 percent) found the Interactive Voice Response system either very easy or somewhat easy to use.

Chart 28 shows that 22 percent of those who use the Interactive Voice Response system would like to see it expanded to include bill payment options (43 percent) as well as to have it improved in order to reduce waiting time on the telephone (29 percent). These customer callers would also like to be notified when their payments are delinquent (14 percent) and they wish to be offered

discounted bills when they use the Interactive Voice Response system instead of a traditional customer service representative (14 percent).

Conclusions

It is clear that customers of the Otay Water District who have made customer service calls to the District and who have had the need for field service at their property are largely satisfied with the customer service they received. It is clear, therefore, that there is considerable support for the efforts made by the Otay Water District to address customer issues in a timely fashion and to resolve problems to the customers' satisfaction.

Chart 23
Use of Website and Interactive Voice Response

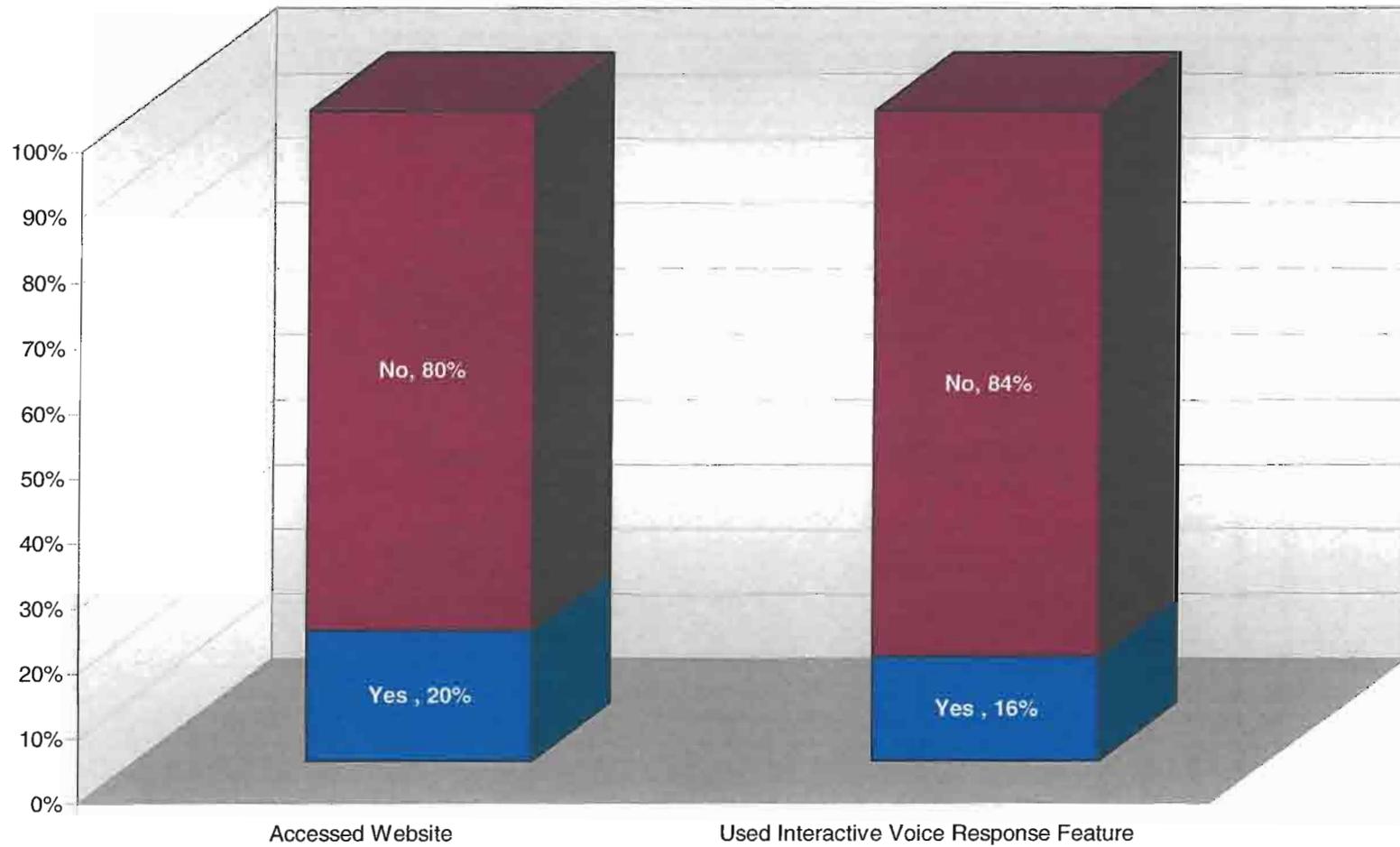


Chart 24
Satisfaction or Dissatisfaction with Web Service

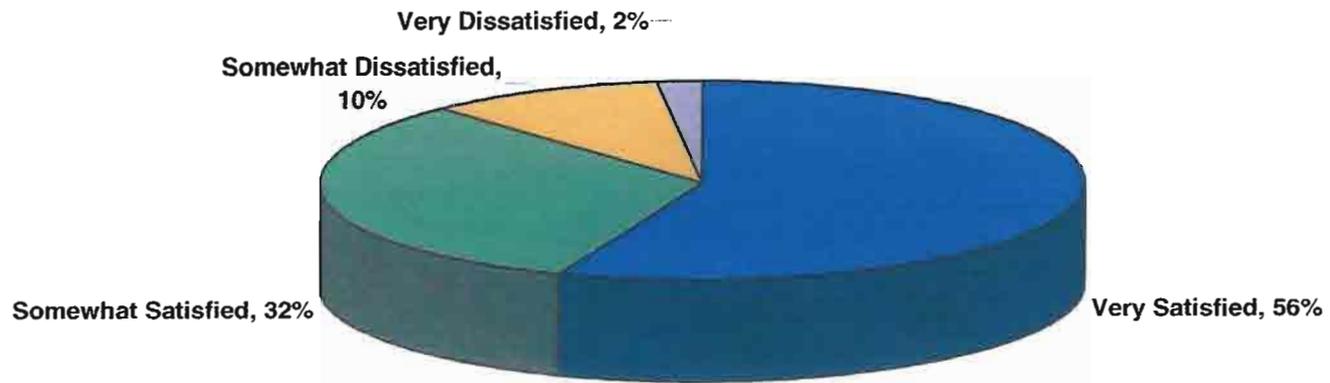


Chart 25
How Found Out About Interactive Voice Response Feature
(Among 16% who have used Interactive Voice Response feature)

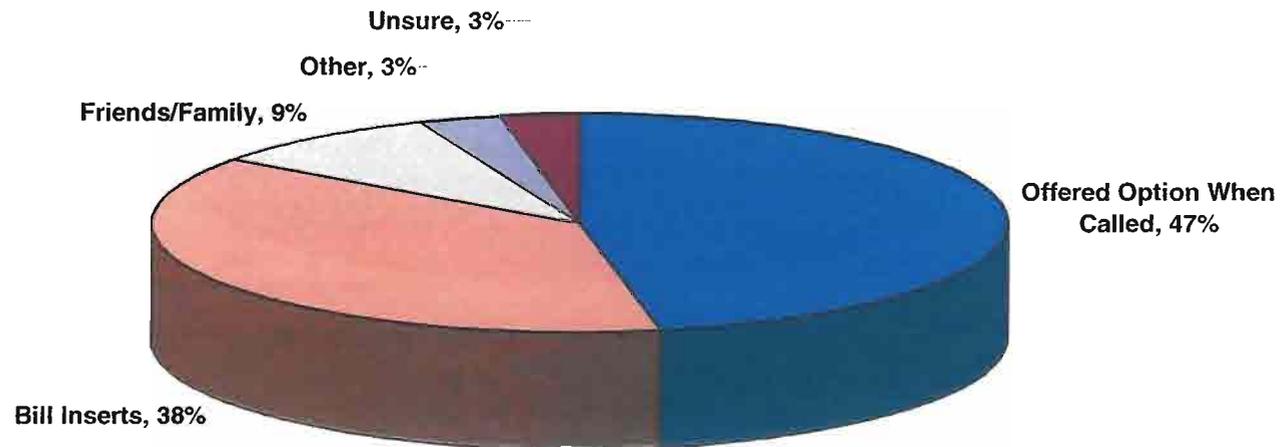


Chart 26
Usefulness of Interactive Voice Response Feature
(Among 16% who have used Interactive Voice Response Feature)

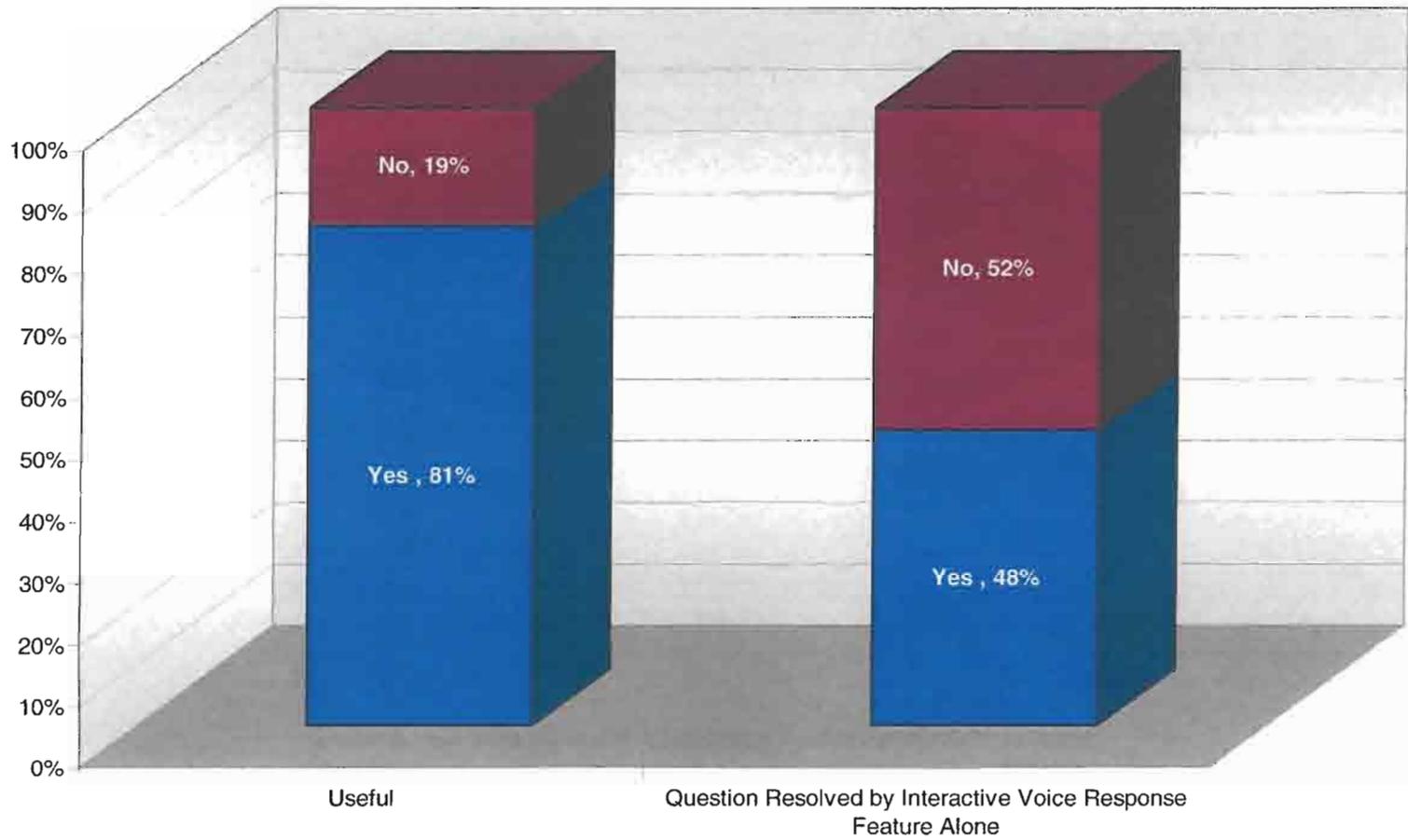


Chart 27
Ease of Using Interactive Voice Response Feature
(Among 16% who have used Interactive Voice Response Feature)

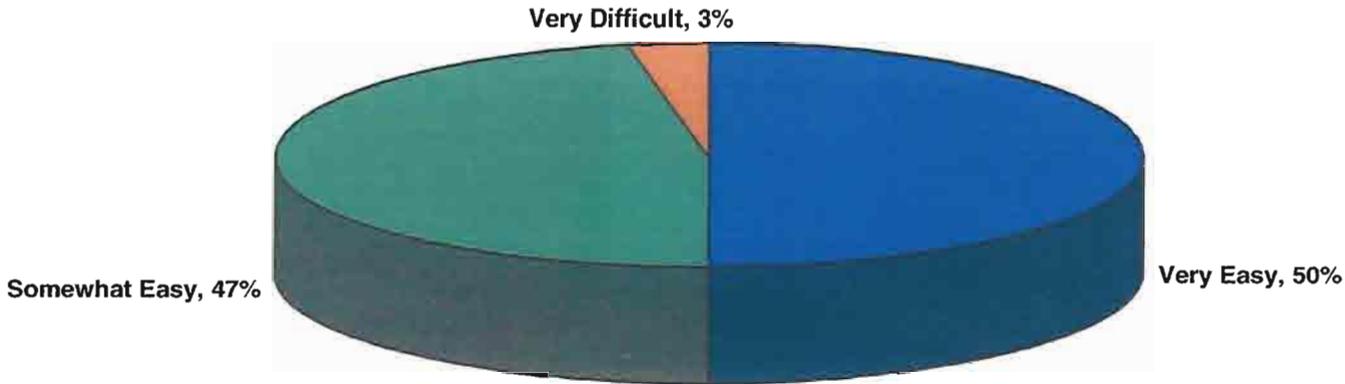
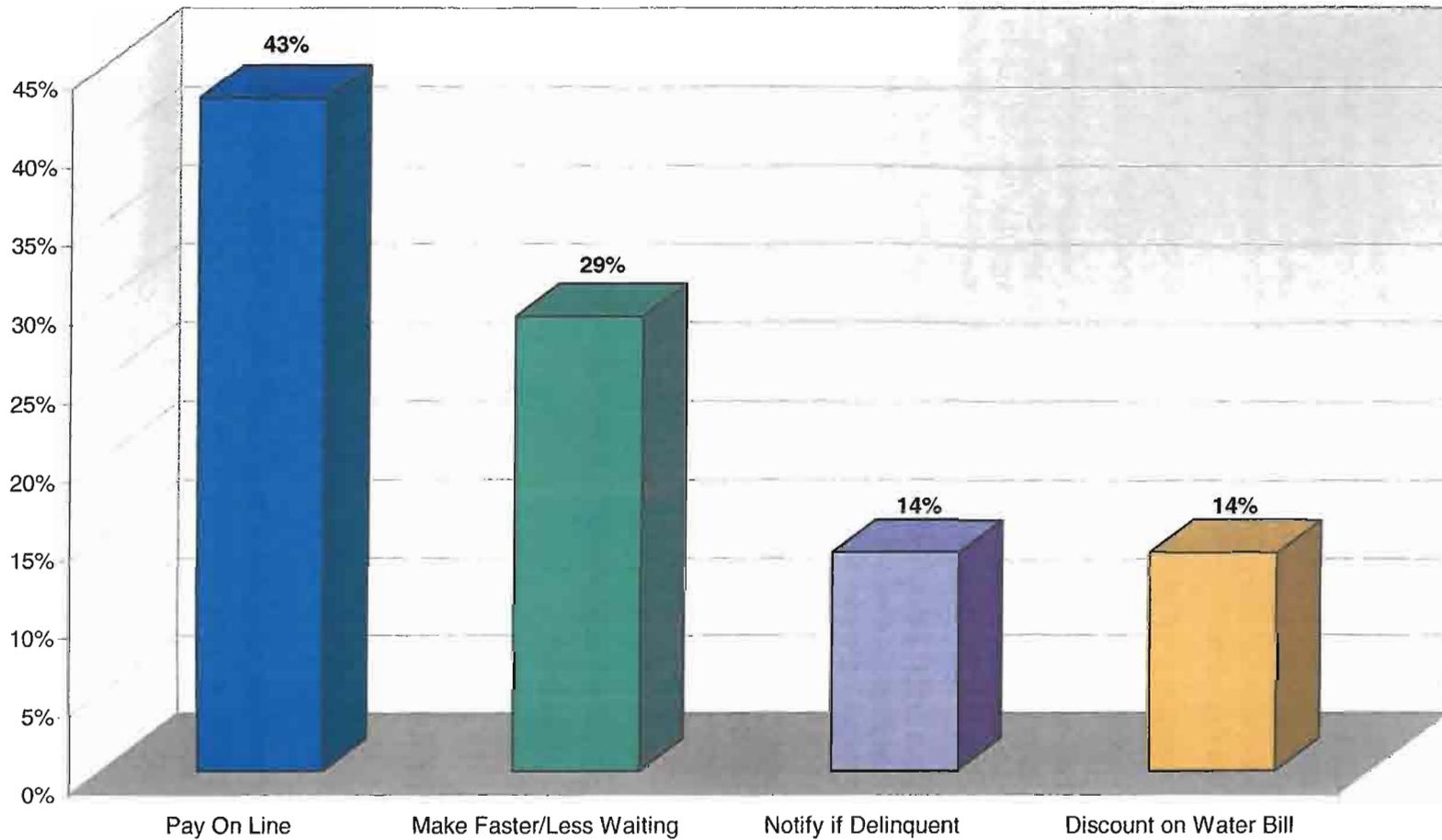


Chart 28
Desire Other Features to be Offered by Interactive Voice Response
(Among 22% of the 16% Users of the Interactive Voice Response Feature who desire other features)



Otay Water District Survey
Customer Service 2006

INT. Hello, my name is _____. I'm calling on behalf of the Otay Water District. We are conducting a study about some issues having to do with the service you have received from the District. We are interested in your opinions. **[IF NEEDED:]** Are you at least 18 years of age or older? **[IF 18+ HOUSEHOLDER NOT AVAILABLE NOW, ASK FOR FIRST NAME AND MAKE CB ARRANGEMENTS]**

VER. **[VERSION OF INTERVIEW:]** 1 - VERSION A 2 - VERSION B*

* = RESPONSE OPTIONS REVERSED ON VERSION B FOR ALL QUESTIONS INDICATED

IC. Let me assure you that no names or addresses are associated with the telephone numbers, and all of your responses are completely anonymous. The questions take about ten minutes. To ensure that my work is done honestly and correctly, this call may be monitored. Do you have a few minutes right now?

[IF ASKED ABOUT MONITORING:] My supervisor randomly listens to interviews to make sure we're reading the questions exactly as written and not influencing answers in any way.

TOP. **[ONLY IF ASKED FOR MORE INFORMATION ABOUT TOPIC OR WHO'S SPONSORING IT?:]** This project is sponsored by the Otay Water District, and it's about some issues related to improving customer service. **[IF SPONSOR INFORMATION GIVEN TO RESPONDENT, "TOPIC"=1]**

SEX. **[RECORD GENDER OF RESPONDENT:]**

- 1 - MALE
- 2 - FEMALE

LP. **[IF INDICATED BY ACCENT:]** Would you prefer that we speak in...

- 1 - English or
- 2 - Spanish?

Q1. Have you or anyone in your household or business called the Otay Water District for service or other help during the past 6 months?

- 1 - YES
- 2 - NO –**THANK AND TERMINATE INTERVIEW**
- 9 - DK/REF –**THANK AND TERMINATE INTERVIEW**

Q1a—Please indicate the type of customer you are

- 1—Residential
- 2—Business
- 3—Irrigation
- 4—Other, SPECIFY _____

Q1b. **[IF YES:]** Was the main purpose of your last call...

- 1 - a repair issue,
- 2 - a billing issue, or -----> **GO TO Q2**
- 3 - another issue? ---> **GO TO Q2**
- 9 - DK/REF -----> **GO TO Q3**

Q1c. **[IF REPAIR ISSUE:]** What type of repair did you call about? Was it...

- 1 - a pipeline break,
- 2 - a problem with supply to your home,
- 3—a suspected leak
- 4 - another problem? [SPECIFY:] _____
- 9 - DK/REF

Q1d. Did you make any other calls to customer service in the past 12 months that were not repair related?

- 1—YES
- 2—NO—**GO TO Q3**
- 3--DK —**GO TO Q3**

Q2. What was the reason for that customer service call? **[DO NOT VOLUNTEER]**

- 1—Did not understand bill—**[IF Q1b = 1--GO TO Q3—IF Q1b=2 or 3, GO TO Q2a]**
- 2—Thought I was charged too much for the amount of water I used—**[IF Q1b = 1--GO TO Q3— IF Q1b=2 or 3, GO TO Q2a]**
- 3—Thought I used less water than bill indicated/Meter misread—**[IF Q1b = 1--GO TO Q3— IF Q1b=2 or 3, GO TO Q2a]**
- 4---Why different amount from same month last year—**[IF Q1b = 1--GO TO Q3— IF Q1b=2 or 3, GO TO Q2a]**
- 5—Question about message box on bill—**[IF Q1b = 1--GO TO Q3— IF Q1b=2 or 3, GO TO Q2a]**

6—Address change—[IF Q1b = 1--GO TO Q3— IF Q1b=2 or 3, GO TO Q2a]

7---Start service—[IF Q1b = 1--GO TO Q3— IF Q1b=2 or 3, GO TO Q2a]

8---Stop Service—[IF Q1b = 1--GO TO Q3— IF Q1b=2 or 3, GO TO Q2a]

9—Reconnect Service after shutoff—[IF Q1b = 1--GO TO Q3— IF Q1b=2 or 3, GO TO Q2a]

15—Other? SPECIFY _____ —[IF Q1b = 1--GO TO Q3— IF Q1b=2 or 3, GO TO Q2a]

20—DK/REF [Go to Q3]

Q2a. [IF Q2 = 1-15] Did you make any other calls to customer service in the past 12 months?

1—YES

2—NO—GO TO Q3

3--DK —GO TO Q3

Q2b. What was the reason for that customer service call? [DO NOT VOLUNTEER]

1—Did not understand bill

2—Thought I was charged too much for the amount of water I used

3—Thought I used less water than bill indicated/Meter misread

4---Why different amount from same month last year

5—Question about message box on bill

6—Address change

7---Start service

8---Stop Service

9—Reconnect Service after shutoff

10-- a pipeline break,

11 - a problem with supply to your home

15—Other? SPECIFY _____

20—DK/REF

Q3. How satisfied or dissatisfied were you with the service you received as far as....

a. your ability to reach a service representative? Were you...*

- 1 - very satisfied,
- 2 - somewhat satisfied,
- 3 - somewhat dissatisfied, or
- 4 - very dissatisfied?
- 9 - DK/REF

b. the courtesy of the service representative? Were you...*

- 1 - very satisfied,
- 2 - somewhat satisfied,
- 3 - somewhat dissatisfied, or
- 4 - very dissatisfied?
- 9 - DK/REF

c. the professionalism of the service representative? Were you...*

- 1 - very satisfied,
- 2 - somewhat satisfied,
- 3 - somewhat dissatisfied, or
- 4 - very dissatisfied?
- 9 - DK/REF

d. the knowledge and expertise of your service representative? Were you...*

- 1 - very satisfied,
- 2 - somewhat satisfied,
- 3 - somewhat dissatisfied, or
- 4 - very dissatisfied?
- 9 - DK/REF

e. getting your problem resolved? Were you...*

- 1 - very satisfied,
- 2 - somewhat satisfied,
- 3 - somewhat dissatisfied, or
- 4 - very dissatisfied?
- 9 - DK/REF

Q4. Overall, how would you rate the quality of service that you received? Would you say

- 1 - excellent,
- 2 - good,
- 3 - fair
- 4 - poor
- 9 - DK/REF

Q5. With regard to the problem or question you called about, how many calls did it take to get your issue resolved?

Q5a. **[IF Q5 >1—OTHERWISE, GO TO Q6]** Was your question or problem ultimately resolved to your satisfaction?

- 1-YES
- 2-NO
- 3-DK/REF

Q6. Did your call require a field visit to your property?

- 1-YES
- 2-NO -----[GO TO Q12]
- 3-DK/REF-----[GO TO Q12]

Q7. **[IF Q6 = 1]** What did the field representative do?

Q8. How satisfied were you with the field service outcome? Were you*

- 1 - very satisfied,
- 2 - somewhat satisfied,
- 3 - somewhat dissatisfied, or
- 4 - very dissatisfied?
- 9 - DK/REF

Q9. How satisfied were you with the time required to come to your property to provide the field service? Were you*

- 1 - very satisfied,
- 2 - somewhat satisfied,
- 3 - somewhat dissatisfied, or
- 4 - very dissatisfied?
- 9 - DK/REF

Q10. How satisfied were you with the amount of time the field service representative needed at your property? Were you*

- 1 - very satisfied,
- 2 - somewhat satisfied,
- 3 - somewhat dissatisfied, or
- 4 - very dissatisfied?
- 9 - DK/REF

Q11. Please rate your overall satisfaction with the field service you received.

- 1 - excellent,

- 2 - good,
- 3 - fair, or
- 4 - poor?
- 9 - DK/REF

Q12. Have you also contacted the Otay Water District by any of the following methods?

	Yes	No	DK/REF
1. e-mail	1 [12a]	2	9
2. mailed letter	1 [12b]	2	9
3. in person	1 [12c]	2	9

Q12a-c

How satisfied were you with the service you received from those contacts?

	12a	12b	12c
1 - very satisfied,			
2 - somewhat satisfied,			
3 - somewhat dissatisfied, or			
4 - very dissatisfied?			
9 - DK/REF			

Q13. How do you pay your water bill most months?

- 1—Send check by mail
- 2—Automatic bank deduction
- 3—Credit card over the telephone
- 4—In person at the Otay Water District office
- 5—In person at payment center
- 6—On-line (Internet)

Q14. No matter how you presently pay your bill, how would you prefer to pay your bill most of the time?

- 1—Send check by mail-----GO TO Q15
- 2—Automatic bank deduction-----GO TO Q15
- 3—Credit card over the telephone-----GO TO Q15
- 4—In person at the Otay Water District office
- 5—In person at payment center
- 6—On-line (Internet) -----GO TO Q15

Q14a. [IF Q14 = 4 or 5] Why do you prefer to pay in person? **DO NOT VOLUNTEER**

- 1—save postage
- 2—get receipt
- 3—I usually pay at the last minute
- 4—I enjoy the personal contact/getting out of the house
- 9—Other—SPECIFY _____

Q15. In the past 6 months, have you used the Otay Water District website to obtain information or other service from the Otay Water District?

- 1—YES

- 2—NO-----GO TO Q16
- 3—DK/REF-----GO TO Q16

Q15a. **[IF Q15=1]** How satisfied were you with the web service you received?
Were you*

- 1 - very satisfied,
- 2 - somewhat satisfied,
- 3 - somewhat dissatisfied, or
- 4 - very dissatisfied?
- 9 - DK/REF

Q16. The Otay Water District has an Interactive Voice Response feature in their telephone system. This new feature provides the customer with account information, total amount due, and last payment received. Have you used this feature?

- 1—YES
- 2—NO-----GO TO Q17
- 3—DK/REF-----GO TO Q17

Q16a. **[IF Q16 = 1]** How did you find out about the Interactive Voice Response Feature?

- 1- Bill inserts
- 2- Offered option when you called
- 3- Word of mouth—friends/family
- 8- Other, specify _____
- 9- DK/REF

Q16b. Did you find this feature to be useful?

- 1—YES
- 2—NO
- 3—DK/REF

Q16c. How easy was the system to use?

- 1—Very easy
- 2—Somewhat easy
- 3—Somewhat difficult
- 4—Very difficult
- 9—DK/REF

Q16d. When you last called the Otay Water District for customer service, were you able to resolve your question or problem using the automated system only?

- 1—YES
- 2—NO
- 3—DK/REF

Q16e. Are there any other features that you would like to have offered by the Interactive Voice Response system?

1—Yes

2—No ---[GO TO Q17]

3—DK/REF ---[GO TO Q17]

Q16f. [IF Q16e = 1] What feature or features would you like the Automated Voice Response system to offer? [RECORD UP TO 2]

Q17. Regarding your monthly billing, How satisfied are you with the accuracy of your water bill?

- 1 - very satisfied,
- 2 - somewhat satisfied,
- 3 - somewhat dissatisfied, or
- 4 - very dissatisfied?
- 9 - DK/REF

Q18. How satisfied are you with the ease of understanding your water bill?

- 1 - very satisfied,
- 2 - somewhat satisfied,
- 3 - somewhat dissatisfied, or
- 4 - very dissatisfied?
- 9 - DK/REF

Q19. How confident are you in the accuracy of your monthly meter reading?

- 1 - very confident,
- 2 - somewhat confident,
- 3 - not very confident, or
- 4 - not at all confident?
- 9 - NOT SURE/REF

Q20. Do you read the messages in the message box on your monthly bill?

1—YES

2—NO

3---DID NOT EVEN KNOW MESSAGES WERE THERE

[VOLUNTEERED]

Q21. What changes, if any, would you suggest to the Otay Water District that you think could improve the convenience of your monthly bill?

0=No changes

Q22. In comparison to other companies that bill you monthly, such as electricity, cable TV, or others, how would you rate your overall customer experience with us on a scale of 1-5, where 5 means that the Otay Water District is the best of these companies and 1 means that the Otay Water District is the worst.

In closing, these next questions are for comparison purposes only.

CUST. How long have you been a customer of the Otay Water District?

_____YEARS

PPH. How many persons, including yourself, live in your household?

99 - DK/REF

TEN. Is your residence owned by someone in your household, or is it rented?

- 1 - OWN
- 2 - RENT/OTHER STATUS
- 9 - DK/REF

EDU. What is the highest grade or year of school that you have completed and received credit for...

- 1 - high school or less,
- 2 - at least one year of college, trade or vocational school,
- 3 - graduated college with a bachelor's degree, or
- 4 - at least one year of graduate work beyond a bachelor's degree?
- 9 - DK/REF

AGE. Please tell me when I mention the category that contains your age...

- 1 - 18 to 24,
- 2 - 25 to 34,
- 3 - 35 to 44,
- 4 - 45 to 54,
- 5 - 55 to 64, or
- 6 - 65 or over?
- 9 - DK/REF

ETH. Which of the following best describes your ethnic or racial background...

- 1 - white, not of Hispanic origin;
- 2 - black, not of Hispanic origin;
- 3 - Hispanic or Latino;
- 4 - Asian or Pacific Islander;
- 5 - Native American; or
- 6 - another ethnic group? [SPECIFY:] _____
- 9 - DK/REF

INC. Now, we don't want to know your exact income, but just roughly, could you tell me if your annual household income before taxes is...

- 1 - under \$25,000,
- 2 - \$25,000 up to but not including \$50,000,
- 3 - \$50,000 up to (but not including) \$75,000,
- 4 - \$75,000 up to (but not including) \$100,000, or
- 5 - \$100,000 or more?
- 9 - DK/REF

LAN. [LANGUAGE OF INTERVIEW:] 1 - ENGLISH 2 - SPANISH

2 - NO – **DAR GRACIAS Y TERMINAR ENTREVISTA**
9 - NS/REF – **DAR GRACIAS Y TERMINAR ENTREVISTA**

P1a—Por favor indique el tipo de cliente que usted es

- 1—Residencial
- 2—Negocio
- 3—Riego
- 4—Otro, **ESPECIFICAR** _____

P1b. **[SI RESPONDE QUE SÍ:]** ¿El propósito principal de su última llamada fue...

- 1 - un asunto de reparación,
- 2 - un asunto relacionada a la cuenta u -----> **CONTINÚE EN LA P2**
- 3 - otro asunto? ---> **CONTINÚE EN LA P2**
- 9 - NS/REF -----> **CONTINÚE EN LA P3**

P1c. **[SI FUE UN ASUNTO DE REPARACIÓN:]** ¿Con respecto a qué tipo de reparación llamó usted? Fue...

- 1 - una rotura en la tubería,
- 2 - un problema con el suministro a su casa,
- 3 - sospecha de una fuga
- 4 - otro problema? **[ESPECIFICAR:]** _____
- 9 - NS/REF

P1d. ¿Hizo usted algunas otras llamadas al servicio de atención al cliente en los últimos 12 meses que no se relacionaron a reparaciones?

- 1—Sí
- 2—NO—**CONTINÚE EN LA P3**
- 3--NS –**CONTINÚE EN LA P3**

P2. ¿Cuál fue el motivo de esa llamada? **[NO OFREZCA RESPUESTAS]**

1—No entendió la cuenta—**[SI P1b = 1--CONTINÚE EN LA P3—SI P1b=2 ó 3, CONTINÚE EN LA P2a]**

2—Pensé que me cobraron demasiado por la cantidad de agua que use—**[SI P1b = 1--CONTINÚE EN LA P3— SI P1b=2 ó 3, CONTINÚE EN LA P2a]**

3—Pensé que use menos agua de la que indicó la cuenta/lectura equivocada del medidor—**[SI P1b = 1--CONTINÚE EN LA P3— SI P1b=2 ó 3, CONTINÚE EN LA P2a]**

4---Por qué cantidad diferente del mismo mes el año pasado—**[SI P1b = 1--CONTINÚE EN LA P3— SI P1b=2 ó 3, CONTINÚE EN LA P2a]**

- 5—Pregunta sobre el cuadro de mensajes en la cuenta—[SI P1b = 1--
CONTINÚE EN LA P3— SI P1b=2 ó 3, CONTINÚE EN LA P2a]
- 6—Cambio de domicilio—[SI P1b = 1--CONTINÚE EN LA P3— SI
P1b=2 ó 3, CONTINÚE EN LA P2a]
- 7---Iniciar servicio—[SI P1b = 1--CONTINÚE EN LA P3— SI P1b=2 ó 3,
CONTINÚE EN LA P2a]
- 8---Cancelar servicio—[SI P1b = 1--CONTINÚE EN LA P3— SI P1b=2 ó 3,
CONTINÚE EN LA P2a]
- 9—Reconectar servicio después de estar cerrado—[SI P1b = 1--
CONTINÚE EN LA P3— SI P1b=2 ó 3, CONTINÚE EN LA P2a]
- 15—Otro? ESPECIFICAR_____—[SI P1b = 1--
CONTINÚE EN LA P3— SI P1b=2 ó 3, CONTINÚE EN LA P2a]
- 20—NS/REF [Continúe en la P3]

P2a. [SI P2 = 1-15] ¿Hizo usted algunas otras llamadas al servicio de atención al cliente en los últimos 12 meses?

- 1—Sí
- 2—NO—CONTINÚE EN LA P3
- 3--NS —CONTINÚE EN LA P3

P2b. ¿Cuál fue el motivo de esa llamada al servicio de atención al cliente? [NO OFREZCA RESPUESTAS]

- 1—No entendió la cuenta
- 2— Pensé que me cobraron demasiado por la cantidad de agua que use
- 3— Pensé que use menos agua de la que indicó la cuenta/lectura equivocada del medidor
- 4--- Por qué cantidad diferente del mismo mes el año pasado
- 5— Pregunta sobre el cuadro de mensajes en la cuenta
- 6— Cambio de domicilio
- 7---Iniciar servicio
- 8--- Cancelar servicio
- 9— Reconectar servicio después de estar cerrado
- 10-- una rotura en la tubería
- 11 - un problema con el suministro a su casa
- 15—Otro? ESPECIFICAR_____
- 20—NS/REF

- P3. ¿Qué tan satisfecho(a) o insatisfecho(a) estuvo usted con el servicio que recibió en cuanto a....
- a. su habilidad de comunicarse con un(a) representante del servicio? Estuvo usted...*
 - 1 - muy satisfecho(a),
 - 2 - algo satisfecho(a),
 - 3 - algo insatisfecho(a) o
 - 4 - muy insatisfecho(a)?
 - 9 - NS/REF

 - b. la cortesía brindada por el (la) representante del servicio? Estuvo usted...*
 - 1 - muy satisfecho(a),
 - 2 - algo satisfecho(a),
 - 3 - algo insatisfecho(a) o
 - 4 - muy insatisfecho(a)?
 - 9 - NS/REF

 - c. al profesionalismo del (de la) representante del servicio? Estuvo usted...*
 - 1 - muy satisfecho(a),
 - 2 - algo satisfecho(a),
 - 3 - algo insatisfecho(a) o
 - 4 - muy insatisfecho(a)?
 - 9 - NS/REF

 - d. al conocimiento y habilidades de su representante del servicio? Estuvo usted...*
 - 1 - muy satisfecho(a),
 - 2 - algo satisfecho(a),
 - 3 - algo insatisfecho(a) o
 - 4 - muy insatisfecho(a)?
 - 9 - NS/REF

 - e. la solución de su problema? Estuvo usted...*
 - 1 - muy satisfecho(a),
 - 2 - algo satisfecho(a),
 - 3 - algo insatisfecho(a) o
 - 4 - muy insatisfecho(a)?
 - 9 - NS/REF

P4. En general, ¿cómo calificaría la calidad del servicio que recibió? Diría usted que

- 1 - excelente,
- 2 - buena,
- 3 - regular
- 4 - mala
- 9 - NS/REF

P5. Con respecto al problema o a la pregunta por la cual llamó, ¿cuántas llamadas se realizaron para resolver su asunto?

P5a. [SI P5 >1—DE LO CONTRARIO, CONTINÚE EN LA P6] ¿Se resolvió finalmente su pregunta o problema a su satisfacción?

- 1-SÍ
- 2-NO
- 3-NS/REF

P6. ¿Su llamada requirió una visita del (de la) representante a su propiedad?

- 1-SÍ
- 2-NO -----[CONTINÚE EN LA P12]
- 3-NS/REF-----[CONTINÚE EN LA P12]

P7. [SI P6 = 1] ¿Qué hizo el (la) representante del servicio?

P8. ¿Qué tan satisfecho(a) estuvo usted con el resultado del servicio en su propiedad?
Estuvo usted *

- 1 - muy satisfecho(a),
- 2 - algo satisfecho(a),
- 3 - algo insatisfecho(a) o
- 4 - muy insatisfecho(a)?
- 9 - NS/REF

P9. ¿Qué tan satisfecho(a) estuvo usted con el tiempo que se requirió para que fueran a su propiedad para proveerle el servicio? Estuvo usted*

- 1 - muy satisfecho(a),
- 2 - algo satisfecho(a),
- 3 - algo insatisfecho(a) o
- 4 - muy insatisfecho(a)?
- 9 - NS/REF

P10. ¿Qué tan satisfecho(a) estuvo usted con la cantidad de tiempo que necesitó el (la) representante del servicio en su propiedad? Estuvo usted *

- 1 - muy satisfecho(a),
- 2 - algo satisfecho(a),
- 3 - algo insatisfecho(a) o
- 4 - muy insatisfecho(a)?
- 9 - NS/REF

P11. Por favor califique su satisfacción general con el servicio que recibió en su propiedad.

- 1 - excelente,
- 2 - buena,

- 3 - regular o
- 4 - mala?
- 9 - NS/REF

P12. ¿Se ha comunicado también con el Distrito de Agua de Otay por alguno de los siguientes métodos?

	Sí	No	NS/REF
1. correo electrónico	1 [12a]	2	9
2. carta por correo postal	1 [12b]	2	9
3. en persona	1 [12c]	2	9

P12a-c

¿Qué tan satisfecho(a) estuvo usted con el servicio que recibió de esos contactos?

	12a	12b	12c
1 - muy satisfecho(a),			
2 - algo satisfecho(a),			
3 - algo insatisfecho(a) o			
4 - muy insatisfecho(a)?			
9 - NS/REF			

P13. ¿Cómo paga su cuenta de agua la mayoría de los meses?

- 1—Envía cheque por correo
- 2—Deducción bancaria automática
- 3—Por teléfono con tarjeta de crédito
- 4—En persona en la oficina del Distrito de Agua de Otay
- 5—En persona en un centro de pagos
- 6—En línea (Internet)

P14. Sin importar cómo paga su cuenta en la actualidad, ¿cómo preferiría pagar su cuenta la mayoría del tiempo?

- 1— Enviar cheque por correo -----**CONTINÚE EN LA P15**
- 2— Deducción bancaria automática -----**CONTINÚE EN LA P15**
- 3— Por teléfono con tarjeta de crédito -----**CONTINÚE EN LA P15**
- 4—En persona en la oficina del Distrito de Agua de Otay
- 5— En persona en un centro de pagos
- 6— En línea (Internet) -----**CONTINÚE EN LA P15**

P14a. [SI P14 = 4 ó 5] ¿Por qué prefiere pagar en persona? **NO OFREZCA RESPUESTAS**

- 1—ahorra estampillas (sellos, timbres)
- 2—obtiene recibo
- 3—Generalmente pago en el último minuto
- 4—Disfruto del contacto personal/salir de la casa
- 9—Otro—ESPECIFICAR _____

P15. En los últimos 6 meses, ¿ha utilizado el sitio Web del Distrito de Agua de Otay para obtener información u otro servicio del Distrito?

- 1—SÍ
- 2—NO-----CONTINÚE EN LA P16
- 3—NS/REF-----CONTINÚE EN LA P16

P15a. [SI P15=1] ¿Qué tan satisfecho(a) estuvo usted con el servicio Web que recibió? Estuvo usted *

- 1 - muy satisfecho(a),
- 2 - algo satisfecho(a),
- 3 - algo insatisfecho(a) o
- 4 - muy insatisfecho(a)?
- 9 - NS/REF

P16. El Distrito de Agua de Otay tiene un componente de Respuesta de Voz Interactiva en su sistema telefónico. Este nuevo componente proporciona al cliente con información de su cuenta, la cantidad total que se debe y el último pago recibido. ¿Ha utilizado este componente?

- 1—SÍ
- 2—NO-----CONTINÚE EN LA P17
- 3—NS/REF-----CONTINÚE EN LA P17

P16a. [SI P16 = 1] ¿Cómo se enteró del Componente de Respuesta de Voz Interactiva?

- 4- Folletos en la cuenta
- 5- Le ofrecieron la opción cuando usted llamó
- 6- Medios verbales (“de boca en boca”)—amistades/familiares
- 10- Otro, especificar _____
- 11- NS/REF

P16b. ¿Se le hizo útil este componente?

- 1—SÍ
- 2—NO
- 3—NS/REF

P16c. ¿Qué tan fácil fue utilizar el sistema?

- 1—Muy fácil
- 2—Algo fácil
- 3—Algo difícil
- 4—Muy difícil
- 9—NS/REF

P16d. Cuando llamó la última vez al Distrito de Agua de Otay para servicio de atención al cliente, ¿pudo resolver su pregunta o problema utilizando únicamente el sistema automatizado?

- 1—SÍ
- 2—NO
- 3—NS/REF

P16e. ¿Existen algunos otros componentes que le gustaría que le ofrecieran mediante el sistema de Respuesta de Voz Interactiva?

- 1—SÍ
- 2—No ---[CONTINÚE EN LA P17]
- 3—NS/REF ---[CONTINÚE EN LA P17]

P16f. **[SI P16e = 1]** ¿Qué característica o características le gustaría que ofreciera el sistema Automatizado de Respuesta de Voz? **[ANOTE HASTA 2]**

P17. Con respecto a su cuenta mensual, ¿qué tan satisfecho(a) está usted con la exactitud de su cuenta de agua?

- 1 - muy satisfecho(a),
- 2 - algo satisfecho(a),
- 3 - algo insatisfecho(a) o
- 4 - muy insatisfecho(a)?
- 9 - NS/REF

P18. ¿Qué tan satisfecho(a) está usted con la facilidad para entender su cuenta de agua?

- 1 - muy satisfecho(a),
- 2 - algo satisfecho(a),
- 3 - algo insatisfecho(a) o
- 4 - muy insatisfecho(a)?
- 9 - NS/REF

P19. ¿Qué tan confiado(a) está usted con la exactitud de la lectura mensual de su medidor?

- 1 - muy confiado(a),
- 2 - algo confiado(a),
- 3 - no muy confiado(a) o
- 4 - nada confiado(a)?
- 9 - NO ESTÁ SEGURO(A)/REF

P20. ¿Lee usted los mensajes en el cuadro de mensajes en su cuenta mensual?

1—SÍ

2—NO

3---NI SIQUIERA SABIA QUE HABÍA MENSAJES AHÍ [DE MODO VOLUNTARIO]

P21. ¿Qué cambios, de existir estos, sugeriría al Distrito de Agua de Otay y que usted piensa mejoraría la facilidad de su cuenta mensual?

0=Ningunos cambios

P22. En comparación con otras compañías que le cobran mensualmente, tal como la electricidad, el cable de la TV u otros, ¿cómo calificaría su experiencia general como cliente con nosotros en una escala del 1 al 5, en donde el 5 significa que el Distrito de Agua de Otay es la mejor de estas compañías y el 1 significa que el Distrito de Agua de Otay es la peor compañía?

Para concluir, estas siguientes preguntas son únicamente para propósitos de comparación.

CUST. ¿Cuánto tiempo tiene de ser cliente del Distrito de Agua de Otay?

_____AÑOS

PPH. ¿Cuántas personas, incluyéndose usted, viven en su hogar?

_____99 - NS/REF

TEN. ¿Su residencia es propiedad de alguien en su hogar o es alquilada?

1 - PROPIEDAD

2 - ALQUILADA/OTRA SITUACIÓN

9 - NS/REF

EDU. ¿Cuál es el grado o año de escolaridad más alto que usted ha completado y por el cual ha recibido crédito...

1 - preparatoria (high school) o menos,

2 - por lo menos un año de universidad o escuela de comercio o vocacional,

3 - graduado de la universidad con una licenciatura o

4 - por lo menos un año de trabajo de posgrado, además de la licenciatura?

9 - NS/RE

AGE. Por favor dígame cuando mencione la categoría que incluye su edad...

- 1 - 18 a 24,
- 2 - 25 a 34,
- 3 - 35 a 44,
- 4 - 45 a 54,
- 5 - 55 a 64 ó
- 6 - 65 ó mayor?
- 9 - NS/REF

ETH.Cuál de los siguientes describe mejor su origen étnico o racial...

- 1 - blanco, no de origen Hispano;
- 2 - negro, no de origen Hispano;
- 3 - Hispano o Latino;
- 4 - Asiático o Isleño del Pacífico;
- 5 - Americano Nativo; u
- 6 - otro grupo étnico? [ESPECIFICAR:] _____
- 9 - NS/REF

INC. Ahora, no queremos saber sus ingresos exactos, pero aproximadamente, ¿podría decirme si sus ingresos anuales del hogar antes de deducir impuestos son...

- 1 - menos de \$25,000,
- 2 - \$25,000 hasta pero no incluyendo \$50,000,
- 3 - \$50,000 hasta (pero no incluyendo) \$75,000,
- 4 - \$75,000 hasta (pero no incluyendo) \$100,000 ó
- 5 - \$100,000 ó más?
- 9 - NS/REF

LAN. [IDIOMA DE LA ENTREVISTA:] 1 - INGLÉS 2 - ESPAÑOL



AGENDA ITEM 9a

STAFF REPORT

TYPE MEETING:	Regular Board Meeting	MEETING DATE:	March 7, 2007
SUBMITTED BY:	Mark Watton, General Manager	W.O./G.F. NO:	DIV. NO.
SUBJECT:	Board of Directors 2007 Calendar of Meetings		

GENERAL MANAGER'S RECOMMENDATION:

At the request of the Board, the attached Board of Director's meeting calendar for 2007 is being presented for discussion.

PURPOSE:

This staff report is being presented to provide the Board the opportunity to review the 2007 Board of Director's meeting calendars and amend the schedules as needed.

COMMITTEE ACTION:

N/A

ANALYSIS:

The Board requested that this item be presented at each meeting so they may have an opportunity to review the Board meeting calendar schedule and amend it as needed.

STRATEGIC GOAL:

N/A

FISCAL IMPACT: _____

None.

LEGAL IMPACT: _____

None.



General Manager

Attachments: Calendar of Meetings for 2007

G:\UserData\DistSec\WINWORD\STAFRPTS\Board Meeting Calendar 3-7-07.doc

**Board of Directors, Workshops
and Committee Meetings
2007**

Regular Board Meetings:

January 3, 2007
February 7, 2007
March 7, 2007
April 4, 2007
May 2, 2007
June 6, 2007
July 10, 2007
August 1, 2007
September 5, 2007
October 3, 2007
November 7, 2007
December 5, 2007

**Special Board or Committee Meetings (3rd
Wednesday of Each Month or as Noted)**

January 17, 2007
February 21, 2007
March 21, 2007
April 18, 2007
May 16, 2007
June 20, 2007
July 18, 2007
August 15, 2007
September 19, 2007
October 17, 2007
November 21, 2007
December 19, 2007

Board Workshops:

Budget Workshop, TBD
Board Retreat Workshop, TBD

AGENDA ITEM 10



STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	March 7, 2007
SUBMITTED BY:	Sean Prendergast, Principal Accountant	W.O./G.F. NO:	DIV. NO.
APPROVED BY:	Joseph Beachem, Chief Financial Officer (Chief)		
APPROVED BY:	German Alvarez, Assistant General Manager (Asst. GM):		
SUBJECT:	Accounts Payable Demand List		

PURPOSE:

Attached is the list of demands for the Board's information.

FISCAL IMPACT:

<u>SUMMARY</u>	<u>NET DEMANDS</u>
CHECKS (2004701-2005032)	\$3,618,602.26
WIRE TO:	
JP MORGAN SECURITIES - REMARKETING FEE	\$2,903.67
LANDESBANK - CERTIFICATES OF PARTICIPATION	\$36,945.67
PLAN HANDLERS - MEDICAL CLAIMS	\$170,553.33
SAN DIEGO COUNTY WATER AUTHORITY - DECEMBER	\$1,821,329.70
UNION BANK - PAYROLL TAXES	\$248,233.10
UNION BANK OF CALIF - ID 81 CERT OF PARTICIPATION	\$220,194.68
UNION BANK OF CALIF - ID 27 BOND DEBT	\$224,609.29
TOTAL CASH DISBURSEMENTS	\$6,343,371.70

RECOMMENDED ACTION:

That the Board receive the attached list of demands.

jb

Attachment

OTAY WATER DISTRICT
CHECK REGISTER
FOR CHECKS 2004701 THROUGH 2005032
RUN DATES 2/7/2007 TO 2/28/2007

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2004953	02/28/07	02164	AAA RADIATOR WAREHOUSE	01115488	01/24/07	REPAIR PARTS	141.78	141.78
2004713	02/07/07	01910	ABCANA INDUSTRIES	786378	01/16/07	SODIUM HYPOCHLORITE	1,590.66	1,590.66
2004792	02/14/07	01910	ABCANA INDUSTRIES	786519	01/22/07	SODIUM HYPOCHLORITE	1,364.12	
				786542	01/22/07	SODIUM HYPOCHLORITE	801.49	
				786670	01/24/07	SODIUM HYPOCHLORITE	121.23	2,286.84
2004863	02/21/07	01910	ABCANA INDUSTRIES	786819	01/29/07	SODIUM HYPOCHLORITE	1,444.15	
				786820	01/29/07	SODIUM HYPOCHLORITE	877.82	2,321.97
2004954	02/28/07	01910	ABCANA INDUSTRIES	787037	02/05/07	SODIUM HYPOCHLORITE	1,116.67	
				787038	02/05/07	SODIUM HYPOCHLORITE	1,056.33	2,173.00
2004714	02/07/07	00132	AIRGAS WEST	103913309	01/17/07	BREATHING AIR	102.47	102.47
2004864	02/21/07	00132	AIRGAS WEST	103108522	01/31/07	BREATHING AIR	21.08	21.08
2004793	02/14/07	02618	ALHAMBRA RUBBER & GASKET CO	23585	01/25/07	METER GASKETS	620.71	
				23586	01/25/07	METER GASKETS	504.81	1,125.52
2004715	02/07/07	03787	ALLIED TRENCH SHORING SERVICE	746777	01/18/07	SHORING REPAIR	114.46	114.46
2004794	02/14/07	03787	ALLIED TRENCH SHORING SERVICE	747658	01/22/07	STEEL PLATES RENTAL	342.00	
				747659	01/22/07	HYDRAULIC SHORING	167.44	509.44
2004865	02/21/07	03787	ALLIED TRENCH SHORING SERVICE	749477	01/30/07	STEEL PLATE RENTALS	204.26	204.26
2004795	02/14/07	02362	ALLIED WASTE SERVICES	0509002629645	01/25/07	TRASH REMOVAL SERVICES	623.26	
				0509002631204	01/25/07	TRASH REMOVAL SERVICES	171.61	
				0509002632283	01/25/07	TRASH REMOVAL SERVICES	63.53	858.40
2004716	02/07/07	05414	AMARR ENTERPRISES	015606	01/18/07	EMPLOYEE RECOGNITION SHIRTS 2007	535.52	535.52
2004955	02/28/07	02966	AMERICAN INDUSTRIAL SUPPLY INC	83803	02/02/07	SPRAY MIST & POWER FOAM	1,010.85	1,010.85
2004717	02/07/07	06166	AMERICAN MESSAGING	L1109570HB	02/01/07	PAGER SERVICES	483.40	
				L1034315HB	02/01/07	PAGER SERVICES	8.13	491.53
2004718	02/07/07	00107	AMERICAN WATER WORKS	200533130	11/15/06	MEMBERSHIP RENEWAL	4,596.00	
				2000534441	11/15/06	MEMBERSHIP RENEWAL	173.00	
				2000534282	11/15/06	MEMBERSHIP RENEWAL	173.00	
				2000534634	11/15/06	MEMBERSHIP RENEWAL	71.00	5,013.00
2004796	02/14/07	02518	AMERICAN WATER WORKS ASSN	1000339242	01/29/07	BOOK	74.50	74.50

OTAY WATER DISTRICT
CHECK REGISTER
FOR CHECKS 2004701 THROUGH 2005032
RUN DATES 2/7/2007 TO 2/28/2007

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2004797	02/14/07	00002	ANSWER INC	015619	01/22/07	TELEPHONE ANSWERING SERVICES	1,240.80	1,240.80
2004719	02/07/07	02829	APPLIED TECHNOLOGY GROUP INC	178667	01/16/07	CONNECTORS AND PIGTAILS	320.96	320.96
2004956	02/28/07	05758	AT&T	015677	02/07/07	PHONE SERVICE	33.29	33.29
2004798	02/14/07	06272	AT&T/MCI	T6094386 T6090136	01/17/07 01/16/07	PHONE SERVICE PHONE SERVICE	6,314.88 737.23	7,052.11
2004957	02/28/07	04997	AVONDALE ELEMENTARY SCHOOL	015684	02/26/07	SCHOOL SITE GARDEN FUNDING	300.00	300.00
2004720	02/07/07	00145	BARRETT ENGINEERED PUMPS	053884	01/17/07	ROTATING ASSEMBLY COTTON WOOD LIFT	2,076.34	2,076.34
2004958	02/28/07	00145	BARRETT ENGINEERED PUMPS	054180 054341	02/05/07	LIFT STATION PARTS CREDIT FREIGHT CHARGE	1,110.67 (69.80)	1,040.87
2004866	02/21/07	03360	BEHIND THE SCENES INC	8815 8805	01/30/07 01/30/07	CATERING SERVICES CATERING SERVICES	694.45 598.01	1,292.46
2004799	02/14/07	02570	BEST LIFE & HEALTH INSURANCE	015669	02/14/07	VOLUNTARY LIFE INSURANCE	227.40	227.40
2004959	02/28/07	04806	BJ'S RENTALS	95381 95500 95310	02/07/07 02/08/07 02/07/07	CONCRETE CONCRETE CONCRETE	116.37 100.21 100.21	316.79
2004800	02/14/07	03404	BLAIR RASMUSSEN CONSTRUCTION	5	11/29/06	RETENTION PMT/CIP P2359	6,257.48	6,257.48
2004960	02/28/07	02197	BLUE CROSS OF CALIFORNIA	40519	02/15/07	EMPLOYEE ASSISTANCE PROGRAM SERVICES	575.39	575.39
2004721	02/07/07	01712	BNI BUILDING NEWS	015635	02/01/07	BOOKS	93.94	93.94
2004961	02/28/07	00146	BOB STALL CHEVROLET	344586	01/30/07	REPAIR PARTS	117.93	117.93
2004722	02/07/07	02342	BOOT WORLD INC	1033256IN	01/16/07	SAFETY BOOTS	136.37	136.37
2004867	02/21/07	02342	BOOT WORLD INC	1033627IN	01/31/07	SAFETY BOOTS	87.66	87.66
2004962	02/28/07	02342	BOOT WORLD INC	1033522IN	01/30/07	SAFETY BOOTS	126.63	126.63
2004868	02/21/07	00559	BOYLE ENGINEERING CORPORATION	039463	01/17/07	RECYCLED WATER PLAN CHECKING SERVICES	6,104.02	6,104.02
2004723	02/07/07	03679	BRG CONSULTING INC	06120915	12/31/06	1296-3 RESERVOIR PROJECT	8,827.50	8,827.50
2004963	02/28/07	03679	BRG CONSULTING INC	07011016	01/31/07	1296-3 RESERVOIR PROJECT	412.50	412.50
2004964	02/28/07	01232	BRODING'S BATTERY WAREHOUSE	45178	01/18/07	AUTOMOTIVE BATTERIES	170.14	

OTAY WATER DISTRICT
CHECK REGISTER
FOR CHECKS 2004701 THROUGH 2005032
RUN DATES 2/7/2007 TO 2/28/2007

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
				45718	02/02/07	AUTOMOTIVE BATTERIES	129.19	
				45887	02/08/07	AUTOMOTIVE BATTERIES	340.27	639.60
2004801	02/14/07	05115	BROOKFIELD SHEA OTAY LLC	015654	02/07/07	CIP'S REIMBURSEMENTS	1,521,777.60	1,521,777.60
2004724	02/07/07	03721	BULLET LOGISTICS INC	01150703350	01/15/07	COURIER SERVICES	227.70	227.70
2004802	02/14/07	00223	C W MCGRATH INC	23474	01/17/07	CRUSHED ROCK	338.86	
				23541	01/22/07	CRUSHED ROCK	67.32	406.18
2004869	02/21/07	00223	C W MCGRATH INC	23636	01/29/07	CRUSHED ROCK	269.80	269.80
2004965	02/28/07	00223	C W MCGRATH INC	23720	02/06/07	CRUSHED ROCK	105.42	
				23620	01/26/07	GRANITE	478.68	584.10
2004803	02/14/07	00251	CALIFORNIA ASSOC OF PUBLIC	015656	01/28/07	AGENCY ANNUAL MEMBERSHIP	130.00	130.00
2004870	02/21/07	02989	CALIFORNIA MUNICIPAL	6081501	08/15/06	DEBT STATEMENT FOR CAFR	475.00	475.00
2004804	02/14/07	00693	CALIFORNIA SPECIAL DIST ASSOC	015653	02/12/07	MEETING RESERVATION	32.00	32.00
2004871	02/21/07	03684	CANON BUSINESS SOLUTIONS-WEST	3666299	02/01/07	COPIER MAINTENANCE	970.72	970.72
2004966	02/28/07	03684	CANON BUSINESS SOLUTIONS-WEST	3669107	02/06/07	COPIER MAINTENANCE	774.06	
				3669107A	02/06/07	COPIER MAINTENANCE	74.97	849.03
2004872	02/21/07	03572	CARLTON, DISANTE &	44072	01/31/07	LEGAL SERVICES	58,315.50	
				44073	01/31/07	LEGAL SERVICES	17.00	58,332.50
2004873	02/21/07	02758	CARMEL BUSINESS SYSTEMS INC	6423	02/01/07	STORAGE & DESTRUCTION OF DOCUMENTS	2,131.50	2,131.50
2004967	02/28/07	03491	CASA DE ORO CARWASH	326	02/02/07	CAR WASH SERVICES	985.00	
				314	12/01/06	CAR WASH SERVICES	765.99	1,750.99
2004805	02/14/07	03232	CDW GOVERNMENT INC	DGP4669	01/25/07	OFFICE SUPPLIES	385.93	385.93
2004701	02/07/07	06652	CHILD SUPPORT SERVICES	Ben2371712	02/06/07	PAYROLL DEDUCTION	655.38	655.38
2004874	02/21/07	06652	CHILD SUPPORT SERVICES	Ben2372035	02/20/07	PAYROLL DEDUCTION	655.38	655.38
2004968	02/28/07	02026	CHULA VISTA ELEMENTARY SCHOOL	015685	02/22/07	BUS FUNDING FOR GARDEN FIELD TRIP	245.00	245.00
2004806	02/14/07	05008	CINGULAR WIRELESS	X02082007	01/31/07	WIRELESS PHONE SERVICE	17.49	17.49
2004725	02/07/07	06656	CITY OF CHULA VISTA	DE2038	01/24/07	PLAN CK, INSPECTION SVCS DEPOSIT	24,004.93	24,004.93

OTAY WATER DISTRICT
CHECK REGISTER
FOR CHECKS 2004701 THROUGH 2005032
RUN DATES 2/7/2007 TO 2/28/2007

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2004726	02/07/07	00234	CITY TREASURER	456354	12/29/06	METROPOLITAN SEWERAGE SYSTEM	153,037.00	153,037.00
2004807	02/14/07	00234	CITY TREASURER	459466	02/06/07	WATER DELIVERIES-DEC 2006	24,944.57	24,944.57
2004875	02/21/07	01666	COMMERCIAL PRINTING CENTRE	42902	01/31/07	METER REPLACEMENT COURTESY NOTICES	172.12	172.12
2004808	02/14/07	04398	CONSTRUCTION MANAGEMENT	015657	02/08/07	EVENT REGISTRATION FEE	30.00	30.00
2004876	02/21/07	03774	CONSTRUCTION RESIDUE RECYCLING	974353	01/31/07	DUMPING SERVICES	60.00	60.00
2004969	02/28/07	03706	CONSUMERS PIPE & SUPPLY CO	S1019005001 S1015135002	02/02/07 01/05/07	RECTORSEAL #5 WAREHOUSE SUPPLY	109.97 821.59	931.56
2004727	02/07/07	02509	COSTCO	015631	02/05/07	COMPUTER LOAN PROGRAM	1,400.74	1,400.74
2004809	02/14/07	02612	COUNCIL OF WATER UTILITIES	015660	02/08/07	MEETING REGISTRATION	20.00	20.00
2004970	02/28/07	02697	COUNTY MOTOR PARTS	056454 056081 057145 057066 056729 056709 056775 056289 056327 056290 056109 056147 056146	12/20/06 12/18/06 12/28/06 12/27/06 12/22/06 12/22/06 12/22/06 12/19/06 12/19/06 12/19/06 12/18/06 12/18/06 12/18/06	PARTS PARTS PARTS PARTS PARTS PARTS PARTS PARTS PARTS PARTS PARTS PARTS PARTS	2.03 14.21 113.76 68.34 113.34 3.08 76.52 79.31 188.95 34.50 21.54 7.53 7.53	730.64
2004728	02/07/07	00433	COUNTY OF SAN DIEGO	PO97094303 PO97094563 PO97094565	02/01/07 01/31/07 01/31/07	PERMIT RENEWAL FEES PERMIT RENEWAL FEES PERMIT RENEWAL FEES	2,034.00 2,034.00 109.00	4,177.00
2004810	02/14/07	00184	COUNTY OF SAN DIEGO	DEH070146D11 DEH070155D11 DEH070154D11	01/19/07 01/19/07 01/19/07	RECLAIMED WATER SHUTDOWN TEST RECLAIMED WATER SHUTDOWN TEST RECLAIMED WATER SHUTDOWN TEST	805.00 805.00 805.00	2,415.00
2004811	02/14/07	00206	COUNTY OF SAN DIEGO	1521	02/08/07	ELECTION COST FOR ADS	303.80	303.80
2004812	02/14/07	06827	CUYAMACA COLLEGE BOTANICAL	015661	02/07/07	SEMINAR REGISTRATION	75.00	75.00
2004971	02/28/07	03354	DATAPROSE INC	39625 39626	02/02/07 02/02/07	BILLING PRINT SERVICES JANUARY POSTAGE	9,131.94 14,624.54	23,756.48

OTAY WATER DISTRICT
CHECK REGISTER
FOR CHECKS 2004701 THROUGH 2005032
RUN DATES 2/7/2007 TO 2/28/2007

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2004877	02/21/07	04550	DATATREE	90034017	01/31/07	MAP PURCHASING SERVICE	104.50	104.50
2004972	02/28/07	03170	DE LARA, AURORA Y	015689	02/26/07	ISSUE CHECK TO EMPLOYEE	135.00	135.00
2004813	02/14/07	03428	DEL MAR OFFICE PRODUCTS	9498010	01/19/07	EMPLOYEE RECOGNITION AWARDS	123.80	123.80
2004729	02/07/07	02603	DELL MARKETING LP	T65964114	01/09/07	COMPUTER SWITCH	171.60	171.60
2004973	02/28/07	03744	DEPARTMENT OF JUSTICE	611411	02/08/07	FINGERPRINT ANALYSIS SERVICES	224.00	224.00
2004878	02/21/07	03589	DEPT OF HEALTH SERVICES	015672	02/15/07	T2 CERTIFICATE APPLICATION FEE	60.00	60.00
2004730	02/07/07	03417	DIRECTV	495556517A	01/19/07	SATELLITE TV SERVICE ANNUAL FEE	442.88	442.88
2004879	02/21/07	03417	DIRECTV	505062508	02/05/07	SATELLITE TV SERVICE	46.96	46.96
2004731	02/07/07	01926	EAST COUNTY URGENT CARE	100598107	01/16/07	DMV HEALTH EXAM	43.00	43.00
2004732	02/07/07	03261	EDEN SYSTEMS INC	103002	12/15/06	INFORUM GOLD CASS SUPPORT	2,400.00	2,400.00
2004880	02/21/07	00230	EDP PRODUCTS INC	804901	01/31/07	CARTRIDGE STORAGE/RETRIEVAL	209.40	209.40
2004814	02/14/07	03716	ELY, WALTER K	25095207801	02/05/07	SAFETY BOOTS REIMBURSEMENT	75.41	75.41
2004974	02/28/07	03757	FANDEL ENTERPRISES	1233	02/05/07	TELECOMMUNICATIONS MAINT SERVICES	1,110.00	1,110.00
2004733	02/07/07	00645	FEDEX	862940045	01/12/07	OVERNIGHT PICK-UP & DELIVERY MAIL SVCS	62.91	62.91
2004975	02/28/07	00338	FEDEX FREIGHT WEST INC	809502497	01/13/07	FREIGHT CHARGE	76.38	76.38
2004734	02/07/07	03546	FERGUSON WATERWORKS	CM013882		GATE VALVE	(2,908.73)	
				CM013851		MIP COUP	(620.38)	
				0192110	01/12/07	INVENTORY	4,814.37	
				0192108	01/12/07	INVENTORY	4,516.15	
				0192106	01/12/07	INVENTORY	4,154.10	
				0192102	01/12/07	INVENTORY	4,019.67	
				0192112	01/12/07	INVENTORY	3,980.99	
				0193068	01/17/07	INVENTORY	2,908.73	
				01921021	01/16/07	INVENTORY	2,465.55	
				01809132	01/16/07	INVENTORY	1,115.64	
				0192799	01/17/07	INVENTORY	1,014.78	
				0191745	01/16/07	HYDRANT PARTS	685.91	
				0192811	01/16/07	INVENTORY	620.38	
				01897931	01/04/07	ADAPTORS & BUSHINGS	351.29	
				0191431	01/10/07	6" RING/GASKET FOR OMNI COUPLING	258.34	27,376.79

OTAY WATER DISTRICT
CHECK REGISTER
FOR CHECKS 2004701 THROUGH 2005032
RUN DATES 2/7/2007 TO 2/28/2007

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2004881	02/21/07	03546	FERGUSON WATERWORKS	0194746	01/30/07	GASKETS AND BOLT KITS	962.06	
				0194748	01/31/07	INVENTORY	582.38	1,544.44
2004976	02/28/07	03546	FERGUSON WATERWORKS	CM013026		CREDIT PLUG VALVE	(926.05)	
				0192105	02/05/07	INVENTORY	4,529.81	
				0192233	02/05/07	SHELL CUTTER	2,435.11	
				0192261	02/05/07	SHELL CUTTER	1,987.78	
				0194730	02/05/07	INVENTORY	603.24	
				0194651	02/06/07	GASKETS AND BOLT KITS	290.93	
				0195683	02/06/07	12" STEEL BLIND FLG	273.39	
				01946511	02/08/07	GASKETS AND BOLT KITS	1,335.05	10,529.26
2004882	02/21/07	03544	FILEFAX	10017131	01/30/07	CLASSIFILE FOLDERS	199.48	199.48
2004815	02/14/07	00843	FIRE & ICE HEATING AND	11247	01/23/07	AIR CONDITIONER REPAIR	912.36	912.36
2004735	02/07/07	03051	FIRST AMERICAN REAL ESTATE	20349069	01/16/07	METROSCAN SERVICES	4,497.64	4,497.64
2004883	02/21/07	02470	FIRST BANKCARD	015675	02/07/07	DISTRICT EXPENSES	52.78	52.78
2004977	02/28/07	02470	FIRST BANKCARD	015690	02/22/07	DISTRICT EXPENSES	5,829.00	5,829.00
2004816	02/14/07	04066	FIRST CHOICE SERVICES-SD	275867	01/24/07	COFFEE SUPPLIES	240.09	240.09
2004978	02/28/07	04066	FIRST CHOICE SERVICES-SD	276573	02/07/07	COFFEE SUPPLIES	285.98	285.98
2004736	02/07/07	00035	FISHER SCIENTIFIC	7999146		PIPET CLEANING SET	(581.04)	
				7855642	01/08/07	LAB SUPPLIES	772.08	
				7855643	01/08/07	LABORATORY SUPPLIES	193.00	384.04
2004884	02/21/07	02591	FITNESS TECH INC	3864	02/01/07	MAINTENANCE FOR FITNESS EQUIPMENT	100.00	100.00
2004737	02/07/07	01327	FRANK & SON PAVING INC	17002	01/15/07	PAVING SERVICES	25,974.00	25,974.00
2004885	02/21/07	01327	FRANK & SON PAVING INC	01003	01/24/07	PAVING SERVICES	4,810.00	
				01004	01/24/07	PAVING SERVICES	4,342.00	9,152.00
2004738	02/07/07	02254	FRY'S ELECTRONICS INC	015645	02/07/07	COMPUTER LOAN PROGRAM	3,000.00	3,000.00
2004886	02/21/07	02028	FT INTERACTIVE DATA CORP	06095017	01/31/07	DIAL-UP SERVICE FOR INVESTMENTS	85.00	85.00
2004739	02/07/07	05626	GAME 7 CONSULTING	1494	02/05/07	CONSULTING SERVICES - IS DEPT	3,000.00	
				1498	02/06/07	CONSULTING SRVCS - IS DEPT	3,000.00	6,000.00
2004887	02/21/07	05626	GAME 7 CONSULTING	1506	02/20/07	CONSULTING SERVICES - IS DEPT	2,062.50	2,062.50

OTAY WATER DISTRICT
CHECK REGISTER
FOR CHECKS 2004701 THROUGH 2005032
RUN DATES 2/7/2007 TO 2/28/2007

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2004979	02/28/07	05626	GAME 7 CONSULTING	1509	02/27/07	CONSULTING SERVICES - IS DEPT	2,362.50	2,362.50
2004817	02/14/07	06291	GARCIA CALDERON & RUIZ	1180	02/07/07	LEGAL SERVICES JAN 2007	57,851.13	57,851.13
2004740	02/07/07	03537	GHA TECHNOLOGIES INC	411666	01/18/07	BUSINESS DESKTOP	2,985.86	
				410883	01/15/07	HP XW4400 WORKSTATION MICROSOFT WINDC	1,044.07	
				410785	01/15/07	TONER	273.60	
				410782	01/15/07	ADOBE PHOTOSHOP CS2	185.24	
				410780	01/15/07	VIDEO CARD	99.56	4,588.33
2004818	02/14/07	03537	GHA TECHNOLOGIES INC	412559	01/25/07	BUSINESS DESKTOP	1,346.01	1,346.01
2004888	02/21/07	03537	GHA TECHNOLOGIES INC	412881	01/26/07	HP 19" LCD MONITORS	2,464.08	
				413571	01/31/07	TONER	534.66	2,998.74
2004980	02/28/07	03537	GHA TECHNOLOGIES INC	412558	01/25/07	TONER CARTRIDGES	510.02	
				414009	02/02/07	BUSINESS DESKTOP	2,985.86	3,495.88
2004981	02/28/07	06276	GIFFORD ENGINEERING INC	50467	02/05/07	TWO-WAY RADIO REPAIR	187.00	187.00
2004741	02/07/07	03289	GRANGER, WILLIAM E	015638	02/05/07	REIMB TRVL CONF EXPENSES	191.96	191.96
2004889	02/21/07	04979	GROSSMONT WORK TRAINING CENTEF 20007		01/31/07	RECRUITMENT/ORANGE COUNTY	682.56	682.56
2004890	02/21/07	03773	GTC SYSTEMS INC	26070	01/31/07	TECHNICAL SUPPORT FOR CITRIX	1,353.24	1,353.24
2004891	02/21/07	00174	HACH COMPANY	5021201	02/01/07	ANALYZER PARTS	345.53	
				5021202	02/01/07	ANALYZER PARTS	243.19	588.72
2004982	02/28/07	00174	HACH COMPANY	WI218405	01/26/07	VALVE ASSEMBLY	380.52	
				WI219221	02/02/07	ANALYZER REPAIR PARTS	153.19	
				WI219234	02/02/07	ANALYZER REPAIR PARTS	167.20	700.91
2004983	02/28/07	02629	HANSON AGGREGATES PACIFIC	504381	02/02/07	CRUSHED AGGREGATES & ROCK	540.24	540.24
2004742	02/07/07	00201	HARRINGTON INDUSTRIAL PLASTICS	00476926	01/12/07	CHOPPER PUMP WWTP	360.95	360.95
2004819	02/14/07	00201	HARRINGTON INDUSTRIAL PLASTICS	00477088	01/19/07	CHOPPER PUMP WWTP	237.24	237.24
2004820	02/14/07	04217	HATCH & PARENT	412662	01/31/07	LEGISLATIVE ADVOCACY DEC 2006	750.00	750.00
2004984	02/28/07	00150	HAWTHORNE MACHINERY CO	PS010215609	01/31/07	GASKET	51.68	
				PS010215610	01/31/07	SEALER	91.58	143.26
2004892	02/21/07	04472	HECTOR I MARES-COSSIO	22	01/01/07	CONSULTANT CONTRACT	3,000.00	3,000.00

OTAY WATER DISTRICT
CHECK REGISTER
FOR CHECKS 2004701 THROUGH 2005032
RUN DATES 2/7/2007 TO 2/28/2007

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2004893	02/21/07	00062	HELIX WATER DISTRICT	174639860207 178540010207	02/06/07 02/06/07	WATER BILL - RUSSELL SQ Service from 12/6/06 to 2/6/07	31.23 29.65	60.88
2004743	02/07/07	01820	HENDERSON, DONALD R	015640	02/05/07	COMPUTER LOAN PROGRAM	1,222.95	1,222.95
2004821	02/14/07	00713	HEWLETT-PACKARD COMPANY	41702507	01/24/07	LASER JET PRINTER	812.44	812.44
2004894	02/21/07	01109	HOME DEPOT CREDIT SERVICES	6014196	02/09/07	LUMBER FOR RAMAR STORAGE CRATES	231.50	231.50
2004985	02/28/07	01109	HOME DEPOT CREDIT SERVICES	3192753 3170488 3192752	02/22/07 02/28/07 02/22/07	WAREHOUSE SHOVELS DOOR KNOBS DOOR KNOBS	344.35 24.64 121.02	490.01
2004744	02/07/07	03743	HYDROTEX	528895 529139	01/05/07 01/12/07	OIL OIL	1,266.56 1,146.58	2,413.14
2004822	02/14/07	03615	I.M.P.A.C. GOVERNMENT SERVICES	015659	01/22/07	DISTRICT EXPENSES	1,238.50	1,238.50
2004745	02/07/07	06266	IDEAL WIPING RAG COMPANY	037761	01/17/07	WHITE KNIT RAGS	237.05	237.05
2004986	02/28/07	03280	INFRASTRUCTURE ENGINEERING	2511 2510 2500	01/26/07 01/26/07 01/26/07	640-1 RESERVOIR PROJECT 36" PIPELINE PROJECT 944 PUMP STATION EVALUATION	8,430.97 17,179.74 3,300.00	28,910.71
2004746	02/07/07	04197	INTEGRITY STAFFING INC	3460	01/30/07	TEMPORARY SERVICES - HR DEPT	1,908.00	1,908.00
2004823	02/14/07	04197	INTEGRITY STAFFING INC	3474	02/06/07	TEMPORARY SERVICES-HR DEPT	1,884.15	1,884.15
2004895	02/21/07	04197	INTEGRITY STAFFING INC	3484	02/12/07	TEMPORARY SERVICES - HR DEPT	1,908.00	1,908.00
2004987	02/28/07	04197	INTEGRITY STAFFING INC	3514 3314 3500	02/26/07 11/29/06 02/19/07	TEMPORARY SERVICES - HR DEPT TEMPORARY SERVICES - HR DEPT TEMPORARY SERVICES-HR DEPT	1,526.40 1,287.90 1,735.09	4,549.39
2004896	02/21/07	02372	INTERIOR PLANT SERVICE INC	23588	01/31/07	PLANT SERVICE	199.00	199.00
2004702	02/07/07	02267	INTERNAL REVENUE SERVICE	Ben2371698	02/06/07	PAYROLL DEDUCTION	50.00	50.00
2004703	02/07/07	04077	INTERNAL REVENUE SERVICE	Ben2371708	02/06/07	PAYROLL DEDUCTION	64.00	64.00
2004897	02/21/07	02267	INTERNAL REVENUE SERVICE	Ben2372021	02/20/07	PAYROLL DEDUCTION	50.00	50.00
2004898	02/21/07	04077	INTERNAL REVENUE SERVICE	Ben2372031	02/20/07	PAYROLL DEDUCTION	64.00	64.00
2004747	02/07/07	03250	INTERNATIONAL PERSONNEL	015642	02/06/07	HR / MANAGERS TRAINING	170.00	170.00

OTAY WATER DISTRICT
CHECK REGISTER
FOR CHECKS 2004701 THROUGH 2005032
RUN DATES 2/7/2007 TO 2/28/2007

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2004988	02/28/07	06630	J.C. HEDEN AND ASSOCIATES, INC	OWD002	02/06/07	AS NEEDED ENG DRAFTING SVCS	10,311.77	10,311.77
2004899	02/21/07	03077	JANI KING OF CALIFORNIA INC	SDO02070413 SDO02070422	02/01/07 02/01/07	JANITORIAL SERVICES OFF-SITE JANITORIAL SERVICES	3,905.00 990.00	4,895.00
2004748	02/07/07	03172	JONES & STOKES	0039292 0039252 0039273 0039290	01/18/07 01/18/07 01/18/07 01/18/07	LA PRESA PIPELINE WETLAND PERMITTING CALAVO SEWER LIFT STATION MEETINGS & PROJECT COORDINATION RWCWRF FORCE MAIN IMPROVEMENT PROJ	2,371.48 1,296.79 741.60 655.00	5,064.87
2004749	02/07/07	03172	JONES & STOKES	0039293	01/18/07	1004-2 RESERVOIR PROJECT	405.15	405.15
2004824	02/14/07	03172	JONES & STOKES	0039332	01/19/07	SAN MIGUEL HABITAT MGMT AREA	17,281.59	17,281.59
2004989	02/28/07	03172	JONES & STOKES	0040010	02/15/07	1004-2 RESERVOIR PROJECT	405.15	405.15
2004825	02/14/07	06823	JUAN MANUEL DELA TORRE PROP.	015650	02/09/07	REFUND W/O #D0483-010109	2,771.78	2,771.78
2004750	02/07/07	06820	JUAN QUINTERO	015647	02/06/07	REIMBURSE CASH FOR PLANTS PROGRAM	1,874.00	1,874.00
2004751	02/07/07	00056	KAMAN INDUSTRIAL TECHNOLOGIES	O16756	01/04/07	BLOWER COUPLING	202.43	202.43
2004826	02/14/07	05126	KEN DAROIS	FEB2007	02/08/07	PROGRAMMING SERVICES	2,475.00	2,475.00
2004827	02/14/07	04996	KNOX ATTORNEY SERVICE INC	220982 220983 220984	01/22/07 01/22/07 01/22/07	DELIVERY OF BOARD & COMMITTEE PACKETS DELIVERY OF BOARD & COMMITTEE PACKETS DELIVERY OF BOARD & COMMITTEE PACKETS	27.50 27.50 27.50	82.50
2004990	02/28/07	04996	KNOX ATTORNEY SERVICE INC	224095 224098 224096 224097 223561 223562	02/08/07 02/08/07 02/08/07 02/08/07 02/05/07 02/05/07	DELIVERY OF BOARD & COMMITTEE PACKETS DELIVERY OF BOARD & COMMITTEE PACKETS	27.50 27.50 27.50 27.50 27.50 27.50	165.00
2004900	02/21/07	01859	LA PRENSA SAN DIEGO	20906	01/30/07	JOB POSTING	76.95	76.95
2004828	02/14/07	06497	LAKESIDE LAND COMPANY	187085	01/23/07	ASPHALT	90.00	90.00
2004901	02/21/07	06830	LANCE PICOTE	05	02/12/07	SAFETY ACP PIPE TRAINING	55.00	55.00
2004991	02/28/07	06273	LIEBERT CASSIDY WHITMORE	73626	01/31/07	LABOR RELATIONS CONSULTING SERVICES	2,000.00	2,000.00
2004992	02/28/07	06263	LINTNER, JERRY	16296	02/21/07	CERT RENEWAL REIMBURSEMENT	60.00	60.00
2004752	02/07/07	03784	LIVESCAN SAN DIEGO	0741	01/16/07	FINGERPRINTING SERVICES	80.00	80.00

OTAY WATER DISTRICT
CHECK REGISTER
FOR CHECKS 2004701 THROUGH 2005032
RUN DATES 2/7/2007 TO 2/28/2007

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2004902	02/21/07	03784	LIVESCAN SAN DIEGO	0772	01/30/07	FINGERPRINTING SERVICES	100.00	100.00
2004903	02/21/07	05220	LOGICALIS INTEGRATION SOLUTION	S713022 S713023	01/31/07 01/31/07	CONSULTING SVCS-IS DEPT CONSULTING SVCS-IS DEPT	18,300.00 3,900.00	22,200.00
2004829	02/14/07	06825	MANAGING GROUP INC	015651	02/09/07	REFUND W/O #D0265-010133	5,863.98	5,863.98
2004830	02/14/07	00628	MANHATTAN NAT'L LIFE INS CO	015668	02/21/07	VOLUNTARY LIFE INSURANCE	433.80	433.80
2004831	02/14/07	06155	MANJARREZ, CONNIE	015631	02/05/07	COMPUTER LOAN PROGRAM	1,400.74	1,400.74
2004753	02/07/07	06160	MANNY RAMIREZ	2002	01/12/07	PHOTOS	60.00	60.00
2004754	02/07/07	06818	MARISOL PEREZ	015639	02/06/07	PAYMENT REFUND	114.32	114.32
2004904	02/21/07	02902	MARSTON & MARSTON INC	20071	02/01/07	PUBLIC RELATIONS SERVICES	3,960.00	3,960.00
2004755	02/07/07	01183	MCMASTER-CARR SUPPLY CO	57289632 56810880	01/11/07 01/04/07	PARTS TO REPAIR CLARIFIER REPAIR CHOPPER PUMP	188.40 183.99	372.39
2004832	02/14/07	01183	MCMASTER-CARR SUPPLY CO	57825258 58152901	01/19/07 01/24/07	SEAL WATER SUPPLY FITTINGS GARDEN HOSE	964.78 94.61	1,059.39
2004833	02/14/07	03745	MEDEROS, CHARLES	015666	02/13/07	COMPUTER LOAN PROGRAM	1,958.47	1,958.47
2004834	02/14/07	03169	MENDEZ-SCHOMER, ALICIA	015658	01/30/07	REIMB TRAINING EXPENSE	121.28	121.28
2004993	02/28/07	00887	MIRAMAR TRUCK CENTER-SAN DIEGO	202125 205177	12/04/06 01/11/07	BRAKE PARTS BRAKE PARTS	162.57 48.88	211.45
2004756	02/07/07	01363	MISSION LINEN & UNIFORM	18042046 18042913 18045481 18044637 18043767 18042911 18044635 18045479 18042044 18043765 18044636 18042047 18042914 18043768 18044638	01/01/07 01/01/07 01/01/07 01/01/07 01/01/07 01/01/07 01/01/07 01/01/07 02/07/07 01/01/07 01/01/07 01/01/07 01/01/07 01/01/07 01/01/07 01/01/07	ADMIN/OPS UNIFORMS, TOWELS & MATS ADMIN/OPS UNIFORMS, TOWELS & MATS	634.95 561.11 550.21 542.58 528.14 286.44 243.12 197.89 196.53 195.71 138.80 130.52 130.52 130.52 130.52	

OTAY WATER DISTRICT
CHECK REGISTER
FOR CHECKS 2004701 THROUGH 2005032
RUN DATES 2/7/2007 TO 2/28/2007

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
				18045482	01/01/07	ADMIN/OPS UNIFORMS, TOWELS & MATS	130.52	
				18045480	01/01/07	ADMIN/OPS UNIFORMS, TOWELS & MATS	93.30	
				S56934	01/01/07	ADMIN/OPS UNIFORMS, TOWELS & MATS	72.00	
				S56818	01/01/07	ADMIN/OPS UNIFORMS, TOWELS & MATS	45.50	
				18042045	01/01/07	ADMIN/OPS UNIFORMS, TOWELS & MATS	38.70	
				18042912	01/01/07	ADMIN/OPS UNIFORMS, TOWELS & MATS	38.70	
				18043766	01/01/07	ADMIN/OPS UNIFORMS, TOWELS & MATS	38.70	
				S56951	01/01/07	ADMIN/OPS UNIFORMS, TOWELS & MATS	30.75	5,085.73
2004994	02/28/07	01363	MISSION LINEN & UNIFORM	18046344	02/01/07	ADMIN/OPS UNIFORMS, TOWELS & MATS	538.83	
				18046345	02/01/07	ADMIN/OPS UNIFORMS, TOWELS & MATS	130.52	
				18047194	02/01/07	ADMIN/OPS UNIFORMS, TOWELS & MATS	193.80	
				18047195	02/01/07	ADMIN/OPS UNIFORMS, TOWELS & MATS	47.80	
				18047196	02/01/07	ADMIN/OPS UNIFORMS, TOWELS & MATS	518.12	
				18047197	02/01/07	ADMIN/OPS UNIFORMS, TOWELS & MATS	130.52	
				S56840	02/01/07	ADMIN/OPS UNIFORMS, TOWELS & MATS	2.00	
				18046342	02/01/07	ADMIN/OPS UNIFORMS, TOWELS & MATS	286.44	
				18046343	02/01/07	ADMIN/OPS UNIFORMS, TOWELS & MATS	47.80	1,895.83
2004835	02/14/07	03393	MOBILE MINI LLC - CA	904005359	01/21/07	RENTAL 40' STORAGE CONTAINERS	164.90	164.90
2004905	02/21/07	03393	MOBILE MINI LLC - CA	904007680	01/29/07	RENTAL 40' METERS STORAGE CONTAINERS	170.88	170.88
2004836	02/14/07	03401	MODULAR MERCHANTS INC	1704	01/22/07	WORKSTATION	427.69	427.69
2004757	02/07/07	04845	MOMAR INC	A52589	01/18/07	GREASE	169.60	169.60
2004837	02/14/07	02070	MUNIZ, RICARDO	13582158335	02/12/07	SAFETY BOOTS REIMBURSEMENT	150.00	150.00
2004995	02/28/07	03623	MWH AMERICAS INC	1087126	02/02/07	PROFESSIONAL SERVICES	1,401.00	1,401.00
2004758	02/07/07	02037	MWH LABORATORIES	191218LI	01/02/07	REGULATORY ANALYSES	2,915.00	2,915.00
2004906	02/21/07	02037	MWH LABORATORIES	192948LI	01/26/07	MONTHLY REGULATORY ANALYSES	1,016.00	1,016.00
2004759	02/07/07	02293	MWH SOFT INC	07791	01/23/07	TRAINING SEMINAR	1,600.00	1,600.00
2004998	02/28/07	04676	NAPA AUTO PARTS	060268	01/26/07	REPAIR PARTS	38.15	
				060315	01/26/07	REPAIR PARTS	18.96	
				060225	01/25/07	REPAIR PARTS	5.48	
				060226	01/25/07	REPAIR PARTS	10.97	
				060095	01/24/07	REPAIR PARTS	68.27	
				060073	01/24/07	REPAIR PARTS	19.40	
				059946	01/23/07	REPAIR PARTS	28.79	
				059803	01/22/07	REPAIR PARTS	84.02	
				059709	01/22/07	REPAIR PARTS	177.94	

OTAY WATER DISTRICT
CHECK REGISTER
FOR CHECKS 2004701 THROUGH 2005032
RUN DATES 2/7/2007 TO 2/28/2007

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
				059501	01/19/07	REPAIR PARTS	67.34	
				059431	01/19/07	REPAIR PARTS	68.83	
				059493	01/19/07	REPAIR PARTS	75.40	
				061926		CREDIT MEMO	(84.68)	
				057491	01/02/07	REPAIR PARTS	21.75	
				060689	01/29/07	REPAIR PARTS	4.81	
				060701	01/30/07	REPAIR PARTS	13.43	
				060780	01/30/07	REPAIR PARTS	3.22	
				060796	01/30/07	REPAIR PARTS	78.80	
				063588		CREDIT MEMO	(15.09)	
				061927		CREDIT MEMO	(61.96)	
				063548		CREDIT MEMO	(268.83)	
				063589		CREDIT MEMO	(75.41)	
				063590		CREDIT MEMO	(251.60)	
				060843	01/31/07	REPAIR PARTS	44.52	
				061790	02/07/07	REPAIR PARTS	25.32	
				055353		CREDIT MEMO	(5.61)	
				055352		CREDIT MEMO	(60.94)	
				056542		CREDIT MEMO	(64.59)	
				056539		CREDIT MEMO	(13.88)	
				058458		CREDIT MEMO	(250.82)	
				060144		CREDIT MEMO	(21.75)	
				061928		CREDIT MEMO	(44.52)	
				056204		CREDIT MEMO	(14.48)	
				059473	01/19/07	REPAIR PARTS	7.29	
				059289	01/18/07	REPAIR PARTS	21.75	
				059128	01/17/07	REPAIR PARTS	25.49	
				059012	01/16/07	REPAIR PARTS	3.87	
				060853	01/31/07	REBUILD PART	172.39	
				060543	01/29/07	REPAIR PARTS	12.92	
				060537	01/29/07	REPAIR PARTS	39.85	
				059083	01/16/07	REPAIR PARTS	44.07	
				058670	01/12/07	REPAIR PARTS	62.19	
				058716	01/12/07	REPAIR PARTS	39.09	
				058344	01/10/07	REPAIR PARTS	27.91	
				058409	01/10/07	REPAIR PARTS	16.96	
				058206	01/09/07	REPAIR PARTS	25.75	
				058292	01/09/07	REPAIR PARTS	10.05	
				058230	01/09/07	REPAIR PARTS	13.35	
				057660	01/04/07	REPAIR PARTS	40.04	
				057689	01/04/07	REPAIR PARTS	3.44	
				057609	01/03/07	REPAIR PARTS	31.00	
				057610	01/03/07	REPAIR PARTS	7.69	
				060867	01/31/07	REPAIR PARTS	11.72	
				061124	02/01/07	REPAIR PARTS	6.15	
				061555	02/05/07	REPAIR PARTS	86.16	

OTAY WATER DISTRICT
CHECK REGISTER
FOR CHECKS 2004701 THROUGH 2005032
RUN DATES 2/7/2007 TO 2/28/2007

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
				061632	02/06/07	REPAIR PARTS	101.26	
				061591	02/06/07	REPAIR PARTS	3.35	
				061581	02/06/07	REPAIR PARTS	79.59	
				061648	02/06/07	REPAIR PARTS	16.85	
				061771	02/07/07	REPAIR PARTS	75.41	
				061789	02/07/07	REPAIR PARTS	16.37	
				061772	02/07/07	REPAIR PARTS	15.12	
				061774	02/07/07	REPAIR PARTS	53.86	
				061787	02/07/07	REPAIR PARTS	8.65	
				061989	02/08/07	REPAIR PARTS	76.19	
				061963	02/08/07	REPAIR PARTS	268.83	
				061115	02/01/07	REPAIR PARTS	16.15	
				057454	01/02/07	REPAIR PARTS	21.75	
				057119	12/28/06	REPAIR PARTS	310.72	
				058307	01/09/07	REPAIR PARTS	229.57	
				058306	01/09/07	REPAIR PARTS	229.57	
				060858	01/31/07	REPAIR PARTS	32.93	
				056541		CREDIT MEMO	(16.65)	1,869.89
2004704	02/07/07	03523	NATIONAL DEFERRED COMPENSATION	Ben2371694	02/06/07	DEFERRED COMP PLAN	9,996.86	9,996.86
2004907	02/21/07	03523	NATIONAL DEFERRED COMPENSATION	Ben2372017	02/20/07	DEFERRED COMP PLAN	10,002.05	10,002.05
2004999	02/28/07	03733	NEC UNIFIED SOLUTIONS INC	VSH10233721	02/05/07	LABOR FOR PHONES SVCS	229.50	229.50
2005000	02/28/07	03733	NEC UNIFIED SOLUTIONS INC	VSH10233694	02/02/07	LABOR FOR PHONES SVCS	113.00	
				VSH10233692	02/02/07	LABOR FOR PHONES SVCS	173.00	286.00
2004908	02/21/07	03487	NETWORK INSIGHT	NISD200702008	01/31/07	NETWORK MONITORING SERVICES	4,755.00	4,755.00
2004760	02/07/07	06817	NEW HILL SERVICES	D17RAE01	01/08/07	SUBSCRIPTION RENEWAL FEE	134.95	134.95
2004838	02/14/07	02848	NEWMAN, E PATRICK	015667	02/13/07	COMPUTER LOAN PROGRAM	1,098.99	1,098.99
2004761	02/07/07	03571	NEXTLEVEL INTERNET	11980	01/14/07	INTERNET WEB HOSTING	357.00	357.00
2004909	02/21/07	05332	NOLTE ASSOCIATES INC	7050068	01/29/07	LA PRESA 850-4 RESERVOIR	1,285.00	1,285.00
2005001	02/28/07	06837	NOVA INFORMATION SYSTEMS	015679	01/31/07	CREDIT CARD TRANSACTION FEE	20.00	20.00
2004762	02/07/07	00510	OFFICE DEPOT INC	370828324001	01/17/07	OFFICE SUPPLIES	1,212.39	
				370456265001	01/17/07	OFFICE SUPPLIES	365.39	
				371522409001	01/17/07	OFFICE SUPPLIES	57.36	
				365840449001	12/06/06	OFFICE SUPPLIES	47.51	
				371576041001	01/17/07	OFFICE SUPPLIES	35.55	
				370829471001	01/17/07	OFFICE SUPPLIES	12.09	1,730.29

OTAY WATER DISTRICT
CHECK REGISTER
FOR CHECKS 2004701 THROUGH 2005032
RUN DATES 2/7/2007 TO 2/28/2007

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2004839	02/14/07	00510	OFFICE DEPOT INC	372397242001		CREDIT RETURNED MERCHANDISE	(16.19)	
				370362130001	01/10/07	FRAMES	85.46	
				371820361001	01/24/07	OFFICE SUPPLIES	66.75	
				372725044001	01/24/07	OFFICE SUPPLIES	29.08	
				371822374001	01/24/07	OFFICE SUPPLIES	25.19	
				372256163001	01/24/07	OFFICE SUPPLIES	22.29	
				372723917001	01/24/07	OFFICE SUPPLIES	13.07	225.65
2004910	02/21/07	00510	OFFICE DEPOT INC	373192182001		CREDIT MEMO	(135.66)	
				372972312001	01/31/07	OFFICE SUPPLIES	276.86	
				372816978001	01/31/07	OFFICE SUPPLIES	150.19	
				373289299001	01/31/07	OFFICE SUPPLIES	130.82	
				373622527001	01/31/07	OFFICE SUPPLIES	46.33	
				372815827001	01/31/07	OFFICE SUPPLIES	40.62	509.16
2005002	02/28/07	00510	OFFICE DEPOT INC	374873353001	02/07/07	INKJET CARTIDGES	162.49	162.49
2004763	02/07/07	01837	OFFICE TEAM	17819730	01/29/07	TEMPORARY SVCS-PUBLIC SERVICES	747.84	
				17775142	01/23/07	TEMPORARY SERVICES - METER DEPT	463.98	
				17791933	01/29/07	TEMPORARY SVCS-PUBLIC SERVICES	42.00	
				17775143	01/23/07	TEMPORARY SERVICES - METER DEPT	37.62	1,291.44
2004840	02/14/07	01837	OFFICE TEAM	17821165	01/29/07	TEMPORARY SVCS-METER DEPT	902.88	
				17866770	02/05/07	TEMPORARY SERVICES - METER DEPT	576.84	
				17874821	02/05/07	TEMPORARY SERVICES - METER DEPT	25.08	1,504.80
2004911	02/21/07	01837	OFFICE TEAM	17874176	02/05/07	TEMPORARY SVCS-PUBLIC SVCS	934.80	
				17905231	02/12/07	TEMPORARY SERVICES - PUBLIC SVCS	934.80	1,869.60
2005003	02/28/07	01837	OFFICE TEAM	17924153	02/12/07	TEMPORARY SVCS-METER DEPT	639.54	
				17924146	02/12/07	TEMPORARY SVCS-METER DEPT	75.24	
				17957949	02/19/07	TEMPORARY SERVICES - PUBLIC SVCS	934.80	1,649.58
2004912	02/21/07	03149	ON SITE LASER	38636	01/29/07	PRINTER SERVICE	337.30	337.30
2005004	02/28/07	02721	ORTIZ CORPORATION	20	01/15/07	30" RECYCLED WTR PIPELINE PROJ	18,293.09	18,293.09
2004764	02/07/07	02334	OTAY LANDFILL	004308	01/15/07	WASTE DISPOSAL SERVICES	1,062.80	1,062.80
2004841	02/14/07	02334	OTAY LANDFILL	004358	01/31/07	WASTE DISPOSAL SERVICES	851.43	
				004163	12/15/06	WASTE DISPOSAL SERVICES	651.10	1,502.53
2004842	02/14/07	01718	OTAY MESA CHAMBER OF COMMERCE	015662	02/08/07	ANNUAL INSTALLATION DINNER	950.00	950.00
2004705	02/07/07	03101	OTAY WATER DISTRICT	Ben2371696	02/06/07	PAYROLL DEDUCTION - ASSN DUES	777.00	777.00

OTAY WATER DISTRICT
CHECK REGISTER
FOR CHECKS 2004701 THROUGH 2005032
RUN DATES 2/7/2007 TO 2/28/2007

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2004913	02/21/07	03101	OTAY WATER DISTRICT	Ben2372019	02/20/07	PAYROLL DEDUCTION - ASSN DUES	784.00	784.00
2004765	02/07/07	04463	PACIFIC GREEN LANDSCAPE INC	0041985IN 0042070IN	01/15/07 01/15/07	LANDSCAPING SERVICES LANDSCAPE TREE REMOVAL	7,850.00 500.00	8,350.00
2004914	02/21/07	05497	PAYPAL INC	4628880	01/31/07	ON-LINE PAYMENT SERVICES	364.50	364.50
2004766	02/07/07	03308	PBS&J	0317485	01/16/07	OWD WASTE DISCHARGE PERMIT REV	4,181.34	4,181.34
2005005	02/28/07	03308	PBS&J	0311840	11/17/06	1485 PS REPLACEMENT	660.00	660.00
2004767	02/07/07	00227	PELL MELL SUPPLY	43577400	01/15/07	BOLTS	604.00	604.00
2004915	02/21/07	00227	PELL MELL SUPPLY	43629400	01/29/07	STAINLESS NUTS AND BOLTS	978.75	978.75
2004768	02/07/07	03790	PENHALL COMPANY	5099	01/18/07	FLAT SAW CUTTING SERVICES	318.00	318.00
2004843	02/14/07	03790	PENHALL COMPANY	5210	01/25/07	FLAT SAW CUTTING SERVICES	240.00	240.00
2004916	02/21/07	03790	PENHALL COMPANY	5243 5295	01/31/07 01/31/07	FLAT SAW CUTTING SERVICES FLAT SAW CUTTING SERVICES	370.00 233.00	603.00
2004769	02/07/07	00593	PEPPER OIL COMPANY INC	600927	01/10/07	UNLEADED FUEL	11,850.10	11,850.10
2004706	02/07/07	00137	PETTY CASH CUSTODIAN	015641	02/06/07	PETTY CASH REIMBURSEMENT	1,027.29	1,027.29
2004917	02/21/07	00137	PETTY CASH CUSTODIAN	015676	02/20/07	PETTY CASH REIMBURSEMENT	1,145.56	1,145.56
2004770	02/07/07	02786	PIONEER AMERICAS LLC	5538775900	01/17/07	CHLORINE	2,187.55	2,187.55
2004918	02/21/07	02786	PIONEER AMERICAS LLC	5538779775	02/01/07	CHLORINE	1,458.38	1,458.38
2004844	02/14/07	05333	PITTMAN, TINA	015664	02/07/07	TUITION REIMBURSEMENT	125.00	125.00
2004771	02/07/07	06419	PLANT SOUP INC	412	01/14/07	PROFESSIONAL WRITING SERVICES	469.50	469.50
2004919	02/21/07	01715	PORRAS, PEDRO J	015599	01/22/07	CONFERENCE TRVL EXPENSES	684.05	684.05
2004772	02/07/07	05499	PRAXAIR DISTRIBUTION INC	25059450 25042002	01/17/07 01/12/07	WELDING SUPPLIES WELDING SUPPLIES	351.49 171.31	522.80
2005006	02/28/07	05499	PRAXAIR DISTRIBUTION INC	25098152	01/20/07	WELDING SUPPLIES	435.10	435.10
2005007	02/28/07	02976	PRE-PAID LEGAL SERVICES INC	015688	02/26/07	LEGAL SERVICES	89.70	89.70

OTAY WATER DISTRICT
CHECK REGISTER
FOR CHECKS 2004701 THROUGH 2005032
RUN DATES 2/7/2007 TO 2/28/2007

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2004845	02/14/07	00078	PUBLIC EMPLOYEES RETIREMENT	Ben2371690	02/06/07	PERS CONTRIBUTION	104,515.73	104,515.73
2005008	02/28/07	00078	PUBLIC EMPLOYEES RETIREMENT	Ben2372013	02/20/07	PERS CONTRIBUTION	104,887.29	104,887.29
2004920	02/21/07	01342	R J SAFETY SUPPLY CO INC	23318800 23302900	01/31/07 02/01/07	SAFETY WAREHOUSE SAFETY	575.17 119.89	695.06
2005009	02/28/07	01342	R J SAFETY SUPPLY CO INC	23302901	02/07/07	SAFETY APPAREL	116.43	116.43
2005010	02/28/07	06840	RANCHWOOD DELI	015686	02/21/07	CATERING SERVICES	594.00	594.00
2004921	02/21/07	02041	RBF CONSULTING	6120809	01/26/07	AS NEEDED ENG DRAFTING SVCS	12,211.26	12,211.26
2004846	02/14/07	02891	RED WING SHOE STORE	8270000000822	01/25/07	SAFETY BOOTS	124.78	124.78
2004773	02/07/07	06645	RELIABLE ELEVATOR INC	8175	01/12/07	ELEVATOR SERVICE & MAINTENANCE	390.00	390.00
2004922	02/21/07	06645	RELIABLE ELEVATOR INC	8284	02/01/07	ELEVATOR SERVICE & MAINTENANCE	390.00	390.00
2005011	02/28/07	01789	RIPPERGER, RONALD H	015681	02/26/07	CONF TRAVEL EXPENSES	155.48	155.48
2005012	02/28/07	04542	ROBAK, MARK	7014107	01/31/07	MILEAGE REIMBURSEMENT	66.45	66.45
2004923	02/21/07	00217	RW LITTLE CO INC	81131	01/30/07	POWDER COATING SEWER PUMP PARTS	150.00	150.00
2004847	02/14/07	05130	SAFARI MICRO INC	153806	01/22/07	DLT TAPES FOR BACK-UP	4,956.50	4,956.50
2005013	02/28/07	03687	SAFETY-KLEEN SYSTEMS INC	M003953396	01/22/07	USED OIL	25.00	25.00
2004774	02/07/07	03069	SAN DIEGO CITY TREASURER	015646	02/06/07	COMPANY PICNIC RESERVATION DEPOSIT	100.00	100.00
2004924	02/21/07	03069	SAN DIEGO CITY TREASURER	015670	02/14/07	ADDL DEPOSIT FOR COMPANY PICNIC	100.00	100.00
2004925	02/21/07	03803	SAN DIEGO CLIPPING SERVICE INC	439070201	02/01/07	NEWSPAPER CLIPPING SERVICE	86.00	86.00
2004775	02/07/07	02680	SAN DIEGO COUNTY	015622	01/30/07	SEMINAR REGISTRATION	75.00	75.00
2004926	02/21/07	06828	SAN DIEGO COUNTY OFFICE OF	G11558	01/18/07	SCHOOLS DIRECTORY	32.33	32.33
2004776	02/07/07	00003	SAN DIEGO COUNTY WATER	6206 6174 6219	01/25/07 01/24/07 01/25/07	RESIDENTIAL ULFT/HET VOUCHER PROGRAM RESIDENTIAL HEW VOUCHER PROGRAM SMART LANDSCAPE PROGRAM	12,370.58 3,768.00 1,014.00	17,152.58
2004848	02/14/07	00003	SAN DIEGO COUNTY WATER	6240	02/05/07	CII VOUCHER PROGRAMS	292.50	292.50
2005014	02/28/07	00247	SAN DIEGO DAILY TRANSCRIPT	39321	02/08/07	ENG SERVICES ADVERTISEMENT	87.00	87.00

OTAY WATER DISTRICT
CHECK REGISTER
FOR CHECKS 2004701 THROUGH 2005032
RUN DATES 2/7/2007 TO 2/28/2007

Check #	Date	Vendor	Vendor name	Invoice	Inv Date	Description	Amount Paid	Check Total
2004777	02/07/07	00121	SAN DIEGO GAS & ELECTRIC	015630	01/31/07	UTILITY EXPENSES	55,119.46	
				015636	01/31/07	UTILITY EXPENSE	348.16	
				015637	01/31/07	UTILITY EXPENSE	82.76	55,550.38
2004849	02/14/07	00121	SAN DIEGO GAS & ELECTRIC	015663	01/31/07	UTILITY EXPENSES	1,344.33	1,344.33
2004927	02/21/07	00121	SAN DIEGO GAS & ELECTRIC	015674	02/15/07	UTILITY EXPENSES	26.42	26.42
2005015	02/28/07	00121	SAN DIEGO GAS & ELECTRIC	015682	02/22/07	UTILITY EXPENSES	519.83	
				015678	02/16/07	UTILITY EXPENSES	13,005.17	13,525.00
2004928	02/21/07	03809	SAN DIEGO NEIGHBORHOOD NEWS	01524366001	01/26/07	JOB POSTING	147.00	147.00
2004929	02/21/07	03273	SAN DIEGO READER	170	01/31/07	JOB POSTING	152.15	152.15
2005016	02/28/07	03273	SAN DIEGO READER	173	02/06/07	JOB POSTING	137.45	137.45
2004778	02/07/07	06821	SAN DIEGO RECREATION AND	015648	02/06/07	MEMBERSHIP FEE	220.00	220.00
2004930	02/21/07	06651	SEDONA STAFFING SERVICES	133774	02/15/07	PRE-EMPLOYMENT SERVICES	45.50	45.50
2004850	02/14/07	01651	SHARP REES-STEALY MEDICAL CTRS	184C	01/20/07	PREPLACEMENT EXAM	88.00	
				184B	01/20/07	PREPLACEMENT EXAM	88.00	
				184A	01/20/07	PREPLACEMENT EXAM	88.00	
				184	01/20/07	PREPLACEMENT EXAM	88.00	352.00
2004779	02/07/07	05983	SIEMENS WATER	2011052	01/16/07	DEPOLOX MEMBRANE SENSOR PACK	217.20	217.20
2004931	02/21/07	05983	SIEMENS WATER	2023634	01/30/07	ACUTEC 35 GAS DETECTOR PARTS	1,104.73	1,104.73
2005017	02/28/07	05983	SIEMENS WATER	2028206	02/02/07	MICRO 2000 CL2 ANALYZER PARTS	1,727.96	1,727.96
2004851	02/14/07	06824	SIEMPRE VIVA BUSINESS PARK LLC	015649	02/06/07	REFUND W/O #D0180-010033	631.40	631.40
2004852	02/14/07	06643	SIGMA CONTROLS INC	011136	01/23/07	LEVEL TRANSMITTER	904.02	904.02
2004932	02/21/07	05627	SIGNA DIGITAL SOLUTIONS INC	ARS06485	01/31/07	COPIER MAINTENANCE	101.00	
				ARS06459	01/31/07	COPIER MAINTENANCE	100.00	201.00
2005018	02/28/07	05627	SIGNA DIGITAL SOLUTIONS INC	ARS06557	02/06/07	COPIER MAINTENANCE	101.00	
				ARS06592	02/07/07	COPIER MAINT	24.00	125.00
2004780	02/07/07	01691	SKILLPATH SEMINARS	9012190	01/26/07	SEMINAR REGISTRATION FEE	199.00	199.00
2005019	02/28/07	01691	SKILLPATH SEMINARS	9041632	02/15/07	SEMINAR REGISTRATION	149.00	

OTAY WATER DISTRICT
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				9041633	02/15/07	SEMINAR REGISTRATION	149.00	298.00
2004933	02/21/07	00258	SLOAN ELECTRIC CO	0051318	01/30/07	EFFLUENT CHECK VALVE PARTS WWTP	1,189.73	1,189.73
2005020	02/28/07	00258	SLOAN ELECTRIC CO	0051337	01/31/07	EFFLUENT PUMP REPAIRS	24,573.82	24,573.82
2004781	02/07/07	03071	SOCO GROUP INC, THE	105457	01/16/07	MOBIL SHC 626	805.16	805.16
2005021	02/28/07	03592	SOFTCHOICE CORPORATION	1301475	02/01/07	SYMANTEC BACKUP EXEC SOFTWARE	2,899.78	2,899.78
2004853	02/14/07	03760	SPANKY'S PORTABLE SERVICES INC	647026	01/19/07	PORTABLE TOILET RENTAL	68.62	
				647025	01/19/07	PORTABLE TOILET RENTAL	67.02	
				647028	01/19/07	PORTABLE TOILET RENTAL	67.02	
				647027	01/19/07	PORTABLE TOILET RENTAL	67.02	
				647374	01/22/07	PORTABLE TOILET RENTAL	67.02	336.70
2004934	02/21/07	03760	SPANKY'S PORTABLE SERVICES INC	550941	11/09/06	PORTABLE TOILET RENTAL	84.13	
				649071	02/01/07	PORTABLE TOILET RENTAL	84.12	
				550762	11/08/06	PORTABLE TOILET RENTAL	55.64	
				648846	01/31/07	PORTABLE TOILET RENTAL	55.64	279.53
2004782	02/07/07	02354	STANDARD ELECTRONICS	8940	01/15/07	SECURITY SERVICE & REPAIRS	149.05	149.05
2004935	02/21/07	02354	STANDARD ELECTRONICS	8990	01/29/07	SECURITY SERVICE & REPAIRS	444.16	
				8991	01/29/07	SECURITY SERVICE & REPAIRS	127.50	571.66
2005022	02/28/07	06524	STANLEY ACCESS TECH LLC	97973839	12/30/06	AUTOMATIC SWING DOOR MAINT	125.00	125.00
2004707	02/07/07	06295	STATE DISBURSEMENT UNIT	Ben2371704	02/06/07	PAYROLL DEDUCTION	294.46	294.46
2004708	02/07/07	06299	STATE DISBURSEMENT UNIT	Ben2371702	02/06/07	PAYROLL DEDUCTION	237.69	237.69
2004709	02/07/07	06303	STATE DISBURSEMENT UNIT	Ben2371706	02/06/07	PAYROLL DEDUCTION	482.76	482.76
2004936	02/21/07	06295	STATE DISBURSEMENT UNIT	Ben2372027	02/20/07	PAYROLL DEDUCTION	294.46	294.46
2004937	02/21/07	06299	STATE DISBURSEMENT UNIT	Ben2372025	02/20/07	PAYROLL DEDUCTION	237.69	237.69
2004938	02/21/07	06303	STATE DISBURSEMENT UNIT	Ben2372029	02/20/07	PAYROLL DEDUCTION	482.76	482.76
2005023	02/28/07	00274	STATE OF CALIFORNIA	29586	02/26/07	RENEWAL APPLICATION FEE	125.00	125.00
2004710	02/07/07	02261	STATE STREET BANK & TRUST CO	Ben2371692	02/06/07	DEFERRED COMP PLAN	3,794.46	3,794.46
2004939	02/21/07	02261	STATE STREET BANK & TRUST CO	Ben2372015	02/20/07	DEFERRED COMP PLAN	4,568.37	4,568.37

OTAY WATER DISTRICT
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2004940	02/21/07	03263	STRUNKS JR, DALE R	015671	02/15/07	EXAMINATION/CERTIFICATION FEE	145.00	145.00
2004941	02/21/07	04221	SUTHERLIN ASSOCIATED SERVICES	OWD120106 OWD010107	12/07/06 01/04/07	PROFESSIONAL SERVICES PROFESSIONAL SERVICES	1,067.00 375.00	1,442.00
2004854	02/14/07	02799	TARULLI TIRE INC - SAN DIEGO	20028175	12/27/06	TIRES & REPAIR SERVICES	107.79	107.79
2004943	02/21/07	01834	TC CONSTRUCTION INC	18359	01/29/07	450-1 RW RESERVOIR & 680-1 RW P STATION	743,090.20	743,090.20
2004783	02/07/07	02376	TECHKNOWSION INC	1908	01/15/07	MISCELLANEOUS SCADA LABOR TASK	275.00	275.00
2004855	02/14/07	02376	TECHKNOWSION INC	1909	01/19/07	LOPS FLOW TOTALIZATION IN HMI	1,320.00	1,320.00
2005024	02/28/07	02376	TECHKNOWSION INC	1914	02/05/07	INSTALL SOFTWARE/HARDWARE ON NEW SER'	9,890.00	9,890.00
2004856	02/14/07	05004	TEG STAFFING INC	10308349	02/09/07	TEMPORARY SERVICES-HR DEPT	1,085.70	1,085.70
2004944	02/21/07	05004	TEG STAFFING INC	10309390	02/16/07	TEMPORARY SERVICES - HR DEPT	1,848.00	1,848.00
2005025	02/28/07	05004	TEG STAFFING INC	10310045	02/23/07	TEMPORARY SERVICES - HR DEPT	1,201.20	1,201.20
2004857	02/14/07	04216	TELE ATLAS NORTH AMERICA INC	INV35569	10/24/06	DYNAMAP/2000 FOR SAN DIEGO COUNTY	900.00	900.00
2005026	02/28/07	06664	TELEPHONE DOCTOR INC	53184	01/25/07	CUSTOMER SERVICE DVD TRAINING	3,630.00	3,630.00
2005027	02/28/07	00196	THE DRAWING BOARD	2475736	02/08/07	MAILING LABELS	338.69	338.69
2004942	02/21/07	04977	T-MOBILE	015665 4272085930207	02/05/07 02/04/07	CELL PHONE & BLACKBERRIES SERVICE CELL PHONE & BLACKBERRY SERVICE	2,318.63 92.49	2,411.12
2004945	02/21/07	06829	U S SECURITY ASSOCIATES INC	773304	01/25/07	Monthly response services for period	110.00	110.00
2004946	02/21/07	00427	UNDERGROUND SERVICE ALERT OF	120070461	02/01/07	UNDERGROUND TRENCH SVC ALERTS	360.00	360.00
2004947	02/21/07	00075	UNION TRIBUNE PUBLISHING CO	C070102779	01/31/07	JOB POSTINGS	2,667.52	2,667.52
2004784	02/07/07	02613	UNITED RENTALS NORTHWEST INC	62239915001 62211647001	01/18/07 01/17/07	CONCRETE CONCRETE	172.48 118.53	291.01
2004711	02/07/07	05417	UNITED STATES DEPARTMENT	Ben2371710	02/06/07	PAYROLL DEDUCTION	100.00	100.00
2004948	02/21/07	05417	UNITED STATES DEPARTMENT	Ben2372033	02/20/07	PAYROLL DEDUCTION	100.00	100.00
2004858	02/14/07	00350	UNITED STATES POSTAL SERVICE	015655	02/12/07	REIMBURSE POSTAGE MACHINE	1,500.00	1,500.00
2005028	02/28/07	00853	UNIVAR USA INC	SD626150	02/08/07	BULK AQUA AMMONIA	2,101.64	2,101.64

OTAY WATER DISTRICT
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2004949	02/21/07	03212	UNUM LIFE INSURANCE	Ben2372011	02/20/07	LONG TERM DISABILITY	5,507.01	5,507.01
2004712	02/07/07	01095	VANTAGEPOINT TRANSFER AGENTS	Ben2371700	02/06/07	DEFERRED COMP PLAN	5,771.39	5,771.39
2004950	02/21/07	01095	VANTAGEPOINT TRANSFER AGENTS	Ben2372023	02/20/07	DEFERRED COMP PLAN	4,982.93	4,982.93
2004785	02/07/07	03329	VERIZON WIRELESS	2108410399	01/21/07	CELL PHONE SERVICE	5,254.61	5,254.61
2004786	02/07/07	00101	W W GRAINGER INC	9269318755	01/09/07	LU 70 WATT LAMPS	125.94	
				9277826641	01/18/07	POCKET TOOL POUCH	36.37	162.31
2004859	02/14/07	00101	W W GRAINGER INC	9282752766	01/25/07	HEATER BLOWER MOTOR	191.06	
				9282752774	01/25/07	HEATER BLOWER MOTOR	191.06	
				9278770962	01/19/07	VARIOUS HARDWARE	175.40	
				9281486721	01/23/07	LAMPS & SENSOR	43.20	600.72
2004951	02/21/07	00101	W W GRAINGER INC	9286398764	01/30/07	FLUORESCENT LAMPS	22.63	22.63
2005029	02/28/07	00101	W W GRAINGER INC	9294172680	02/08/07	WEATHERPROOF COVERS	97.75	97.75
2004787	02/07/07	00262	WATER AGENCIES ASSOCIATION	015628	01/24/07	2007/2008 AGENCY MEMBERSHIP DUES	100.00	100.00
2004788	02/07/07	00014	WAXIE SANITARY SUPPLY	69843949	01/17/07	SANITARY SUPPLIES	974.38	974.38
2004860	02/14/07	01343	WE GOT YA PEST CONTROL	39481	01/10/07	PEST CONTROL SERVICE	200.00	
				39101	12/13/06	PEST CONTROL SERVICE	200.00	
				39378	01/04/07	BEE REMOVAL	115.00	
				35567	06/15/06	PEST CONTROL SERVICE	115.00	
				39445	01/05/07	BEE REMOVAL FROM METER BOXES	115.00	
				38980	12/06/06	BEE REMOVAL	115.00	
				39554	01/11/07	BEE REMOVAL	115.00	
				39444	01/05/07	BEE REMOVAL FROM METER BOXES	115.00	
				35992	07/05/06	BEE REMOVAL	115.00	
				39108	12/13/06	PEST CONTROL	40.00	
				38693	11/17/06	PEST CONTROL	40.00	
				39209	12/20/06	PEST CONTROL	40.00	
				39704	01/23/07	PEST CONTROL	40.00	1,365.00
2004789	02/07/07	00190	WEST PAYMENT CENTER	812970422	01/20/07	LEGAL LIBRARY UPDATES & SUBS SVC	122.84	122.84
2004790	02/07/07	06816	WESTEND SERVICES	015632	02/02/07	REFUND OF OVER-PAYMENT ON TESTER	5.00	5.00
2004861	02/14/07	00125	WESTERN PUMP	0056497IN	01/29/07	APCD TESTING	625.00	625.00
2004952	02/21/07	00125	WESTERN PUMP INC	0057279IN	01/31/07	APCD TESTING	625.00	625.00

OTAY WATER DISTRICT
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2004791	02/07/07	03692	WESTIN ENGINEERING INC	27356	01/12/07	SCADA DOCUMENTATION PROJECT	1,012.50	1,012.50
2005030	02/28/07	03437	WIENHOFF DRUG TESTING INC	13451	02/01/07	RANDOM TESTING	110.00	110.00
2005031	02/28/07	02725	WILLIAMS SCOTSMAN	69772527	02/08/07	MOBILE OFFICE RENTAL	310.52	
				69635127	02/02/07	28' TRAILER RENTAL	287.53	598.05
2004862	02/14/07	03468	WILSON, PETTY, KOSMO &	20873	12/31/06	LEGAL SERVICES DECEMBER 2006	1,624.00	
				20872	12/31/06	LEGAL SERVICES DECEMBER 2006	44.00	1,668.00
2005032	02/28/07	06288	ZONDIROS CORPORATION	2	02/05/07	I 905 UTILITY RELOCATIONS	135,229.98	135,229.98
GRAND TOTAL							3,618,602.26	3,618,602.26

OTAY WATER DISTRICT
COMPARATIVE BUDGET SUMMARY
 FOR SEVEN MONTHS ENDED JANUARY 31, 2007

	Annual Budget	YTD Actual	YTD Budget	YTD Variance	Var %
REVENUE:					
Water Sales	\$ 29,866,000	\$ 18,973,046	\$ 18,755,100	\$ 217,946	1.2%
Energy Charges	1,853,000	1,259,266	1,187,600	71,666	6.0%
System Charges	8,529,300	4,851,226	4,848,400	2,826	0.1%
Penalties	704,500	415,917	408,600	7,317	1.8%
MWD & CWA Fixed Charges	2,178,000	1,154,502	1,153,500	1,002	0.1%
Total Water Sales	<u>43,130,800</u>	<u>26,653,957</u>	<u>26,353,200</u>	<u>300,757</u>	<u>1.1%</u>
Reclamation Sales	4,485,400	2,620,630	2,598,700	21,930	0.8%
Sewer Charges	2,568,100	1,447,658	1,435,500	12,158	0.8%
Meter Fees	278,500	140,701	162,400	(21,699)	(13.4%)
Capacity Fee Revenues	1,000,200	809,035	583,700	225,335	38.6%
Annexation Fees	1,216,900	1,158,822	730,100	428,722	58.7%
Non-Operating Revenues	1,674,100	851,267	783,400	67,867	8.7%
Tax Revenues	3,427,400	1,970,104	1,872,500	97,604	5.2%
Interest	1,005,600	698,075	586,600	111,475	19.0%
General Fund Draw Down	283,600	165,400	165,400	-	0.0%
Total Revenue	<u>\$ 59,070,600</u>	<u>\$ 36,515,651</u>	<u>\$ 35,271,500</u>	<u>\$ 1,244,151</u>	<u>3.5%</u>
EXPENSES:					
Water Purchases	\$ 22,954,900	\$ 14,571,115	\$ 14,501,400	\$ (69,715)	(0.5%)
CWA-Infrastructure Access Charge	1,003,900	574,297	574,300	3	0.0%
CWA-Customer Service Charge	846,800	479,735	479,600	(135)	(0.0%)
CWA-Emergency Storage Charge	1,230,600	697,795	697,600	(195)	(0.0%)
MWD-Capacity Res Charge	514,800	303,108	300,300	(2,808)	(0.9%)
MWD-Readiness to Serve Charge	512,200	298,788	298,700	(88)	(0.0%)
Subtotal Water Purchases	<u>27,063,200</u>	<u>16,924,838</u>	<u>16,851,900</u>	<u>(72,938)</u>	<u>(0.4%)</u>
Power Charges	2,677,800	1,527,663	1,499,600	(28,063)	(1.9%)
Payroll & Related Costs	14,606,300	8,234,793	8,553,340	318,547	3.7%
Material & Maintenance	4,623,700	2,251,891	2,697,163	445,272	16.5%
Administrative Expenses	4,888,600	2,221,883	2,868,575	646,693	22.5%
Legal Fees	671,000	425,123	391,417	(33,707)	(8.6%)
Replacement Reserve	4,540,000	2,648,300	2,648,300	-	0.0%
Total Expenses	<u>\$ 59,070,600</u>	<u>\$ 34,234,492</u>	<u>\$ 35,510,295</u>	<u>\$ 1,275,803</u>	<u>3.6%</u>
Excess Revenue (Expense)	<u>\$ -</u>	<u>\$ 2,281,159</u>	<u>\$ (238,795)</u>	<u>\$ 2,519,954</u>	

**OTAY WATER DISTRICT
INVESTMENT PORTFOLIO REVIEW
JANUARY 31, 2007**

INVESTMENT OVERVIEW & MARKET STATUS:

The Federal Reserve Board's federal funds rate remains unchanged since its Jun-06 rise to 5.25%. Investment analysts are now projecting rates will remain at this level through the second quarter of 2007, with a possible rise to 5.50% after June. Because of this, bond yields have edged back up slightly from levels seen during the last 2 – 3 months. This forecast is uncertain enough that long-term interest rates remain very close to short-term rates, with very little reward for investing in securities beyond 12 – 18 months. There continues to be an inverted yield curve with many bonds in the 2 – 3 year maturity range having a lower yield than shorter term bonds. Based on this assessment, we plan to maintain our current strategy of investing in short-term Federal Agency securities until longer term investments become more attractive.

The District's overall return on investment continues to increase, as the last of several longer term investments (with rates below 5.0%) mature, while the LAIF return on deposits appears to have stabilized at about 8 - 10 basis points below the federal funds rate. The majority of our investment portfolio is now above 5.0%, and our overall return on investment is within 30 basis points of our strategic goal to meet or exceed 100% of LAIF.

In accordance with the District's Investment Policy, all District funds continue to be managed based on the objectives, in priority order, of safety, liquidity, and return on investment.

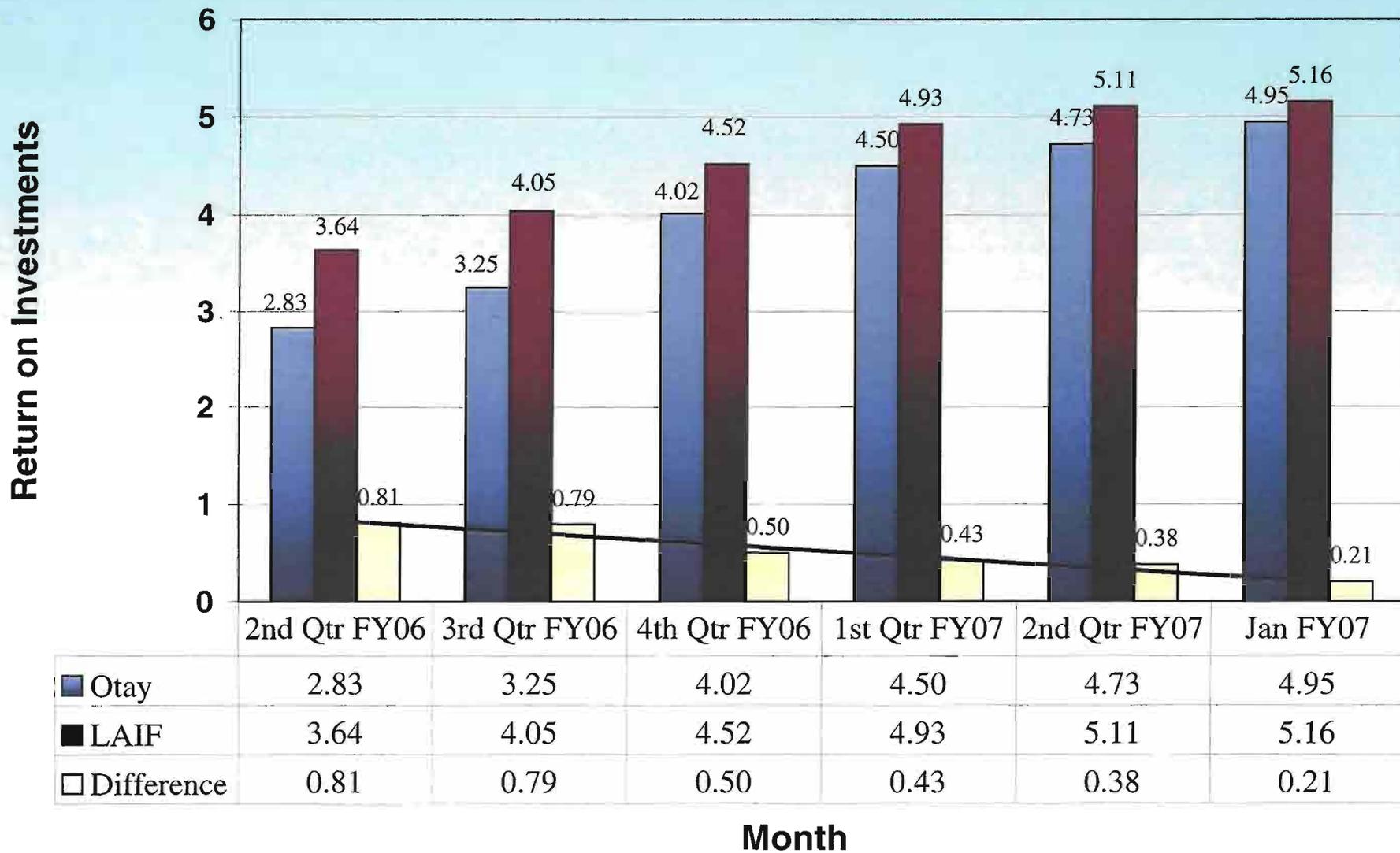
PORTFOLIO COMPLIANCE: January 31, 2007

	<u>Investment</u>	<u>State Limit</u>	<u>Otay Limit</u>	<u>Otay Actual</u>
8.01:	Treasury Securities	100%	100%	4.28%
8.02:	Local Agency Investment Fund (LAIF)	\$40 Million	\$40 Million	\$10.5 Million
8.03:	Federal Agency Issues	100%	100%	77.05%
8.04:	Certificates of Deposit	30%	15%	0.11%
8.05:	Short-Term Commercial Notes	25%	15%	0
8.06:	Medium-Term Commercial Debt	30%	15%	0
8.07:	Money Market Mutual Funds	20%	15%	0
8.08:	San Diego County Pool	100%	100%	0.15%
12.0:	Maximum Single Financial Institution	100%	50%	3.47%

Performance Measure F-12

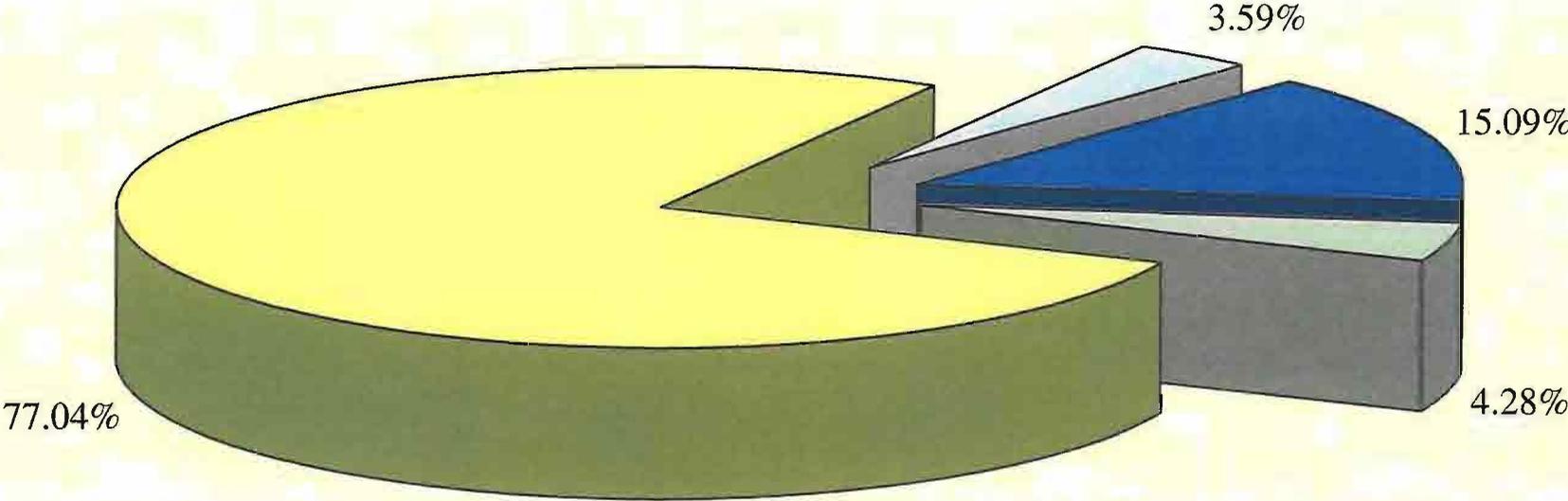
Return on Investment

Target: Meet or Exceed 100% of LAIF



Legend: Otay (blue square), LAIF (dark red square), Difference (yellow square), Linear (Difference) (black line)

Otay Water District Investment Portfolio



□ Banks (Passbook/Checking/CD) ■ Pools (LAIF & County) □ Treasuries □ Agencies

**OTAY
Portfolio Management
Portfolio Summary
January 31, 2007**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Federal Agency Issues- Callable	54,000,000.00	53,914,739.68	53,983,908.33	79.82	488	316	5.140	5.211
Treasury Securities - Coupon	3,000,000.00	2,993,437.50	2,996,641.17	4.43	429	58	4.431	4.492
Certificates of Deposit - Bank	79,108.00	79,108.00	79,108.00	0.12	730	355	3.880	3.934
Local Agency Investment Fund (LAIF)	10,471,886.34	10,466,068.44	10,471,886.34	15.48	1	1	5.085	5.156
San Diego County Pool	103,358.99	103,303.45	103,358.99	0.15	1	1	5.031	5.101
	67,654,353.33	67,556,657.07	67,634,902.83	100.00%	409	255	5.099	5.169
Investments								
Cash								
Passbook/Checking (not included in yield calculations)	2,434,412.25	2,434,412.25	2,434,412.25		1	1	2.144	2.174
Total Cash and Investments	70,088,765.58	69,991,069.32	70,069,315.08		409	255	5.099	5.169

Total Earnings	January 31 Month Ending	Fiscal Year To Date
Current Year	298,631.10	1,976,614.42
Average Daily Balance	70,989,623.28	71,901,362.62
Effective Rate of Return	4.95%	4.67%

I hereby certify that the investments contained in this report are made in accordance with the District Investment Policy Number 27 adopted by the Board of Directors on January 19, 2000. The market value information provided by Interactive Data Corporation. The investments provide sufficient liquidity to meet the cash flow requirements of the District for the next six months of expenditures.



 Joseph Beachem, Chief Financial Officer 2-21-07

OTAY
Portfolio Management
Portfolio Details - Investments
January 31, 2007

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 360	Days to Maturity	Maturity Date
Federal Agency Issues- Callable												
31359M2L6	2012	FANNIE MAE		12/11/2006	3,000,000.00	2,992,500.00	3,000,000.00	5.250		5.178	496	06/11/2008
3133XEMS5	1998	Federal Home Loan Bank		02/28/2006	3,000,000.00	2,991,562.50	3,000,000.00	5.000		4.943	300	11/28/2007
3133XEP45	1999	Federal Home Loan Bank		03/02/2006	3,000,000.00	2,999,062.50	3,000,000.00	5.000		4.932	29	03/02/2007
3133XETX7	2001	Federal Home Loan Bank		03/14/2006	3,000,000.00	2,995,312.50	3,000,000.00	5.125		5.055	225	09/14/2007
3133XF2C9	2002	Federal Home Loan Bank		04/25/2006	3,000,000.00	2,999,062.50	3,000,000.00	5.250		5.175	244	10/03/2007
3133XFBX3	2003	Federal Home Loan Bank		05/04/2006	3,000,000.00	2,999,062.50	3,000,000.00	5.250		5.178	92	05/04/2007
3133XHDA	2009	Federal Home Loan Bank		10/20/2006	3,000,000.00	2,999,062.50	3,000,000.00	5.150		5.076	68	04/10/2007
3133XJ2P2	2010	Federal Home Loan Bank		12/05/2006	3,000,000.00	2,995,312.50	3,000,000.00	5.200		5.129	307	12/05/2007
3133XHR46	2011	Federal Home Loan Bank		12/04/2006	3,000,000.00	3,000,000.00	3,000,000.00	5.300		5.225	469	05/15/2008
3133XJ6Q6	2013	Federal Home Loan Bank		12/29/2006	3,000,000.00	2,986,875.00	3,000,000.00	5.125		5.055	697	12/29/2008
3133XGNZ3	2014	Federal Home Loan Bank		01/08/2007	3,000,000.00	3,000,000.00	3,001,326.70	5.500		5.375	385	02/21/2008
3133XJV1	2015	Federal Home Loan Bank		01/10/2007	3,000,000.00	2,997,187.50	3,000,000.00	5.375		5.301	525	07/10/2008
3133XJR91	2016	Federal Home Loan Bank		01/30/2007	3,000,000.00	2,995,312.50	3,000,000.00	5.400		5.326	729	01/30/2009
3133XJSD1	2017	Federal Home Loan Bank		01/30/2007	3,000,000.00	2,999,062.50	3,000,000.00	5.250		5.173	335	01/02/2008
3128X4K67	2000	Federal Home Loan Mortgage		03/07/2006	3,000,000.00	2,990,321.96	3,000,000.00	5.250		5.178	400	03/07/2008
3128X4DY4	2004	Federal Home Loan Mortgage		05/18/2006	3,000,000.00	2,982,719.88	2,984,407.01	4.000		5.129	162	07/13/2007
3128X4CE9	2005	Federal Home Loan Mortgage		05/18/2006	3,000,000.00	2,997,947.84	2,998,174.62	3.625		5.161	14	02/15/2007
31359MG31	1997	Federal National Mortgage Assoc		02/24/2006	3,000,000.00	2,994,375.00	3,000,000.00	5.000		4.932	204	08/24/2007
Subtotal and Average			49,528,844.12		54,000,000.00	53,914,739.68	53,983,908.33			5.140	316	
Treasury Securities - Coupon												
912828DQ0	1994	US TREASURY		01/26/2006	3,000,000.00	2,993,437.50	2,996,641.17	3.750		4.431	58	03/31/2007
Subtotal and Average			5,897,519.24		3,000,000.00	2,993,437.50	2,996,641.17			4.431	58	
Certificates of Deposit - Bank												
2050003183R	1996	California Bank & Trust		01/22/2006	79,108.00	79,108.00	79,108.00	3.880		3.880	355	01/22/2008
Subtotal and Average			79,108.00		79,108.00	79,108.00	79,108.00			3.880	355	
Local Agency Investment Fund (LAIF)												
LAIF	9001	STATE OF CALIFORNIA		07/01/2004	10,471,886.34	10,466,068.44	10,471,886.34	5.156		5.085	1	
Subtotal and Average			13,142,280.84		10,471,886.34	10,466,068.44	10,471,886.34			5.085	1	
San Diego County Pool												
SD COUNTY POOL	9007	STATE OF CALIFORNIA		07/01/2004	103,358.99	103,303.45	103,358.99	5.101		5.031	1	

Portfolio OTAY
AP

OTAY
Portfolio Management
Portfolio Details - Investments
January 31, 2007

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 360	Days to Maturity
Subtotal and Average			103,358.99		103,358.99	103,303.45	103,358.99			5.031	1
Total and Average			70,989,623.28		67,654,353.33	67,556,657.07	67,634,902.83			5.099	255

OTAY
Portfolio Management
Portfolio Details - Cash
January 31, 2007

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 360	Days to Maturity
Union Bank											
UNION BANK	9002	STATE OF CALIFORNIA		07/01/2004	200,189.02	200,189.02	200,189.02	1.300		1.282	1
PETTY CASH	9003	STATE OF CALIFORNIA		07/01/2004	2,800.00	2,800.00	2,800.00			0.000	1
CALIF BANK & TR	9004	STATE OF CALIFORNIA		07/01/2004	1,063,523.90	1,063,523.90	1,063,523.90			0.000	1
PAYROLL	9005	STATE OF CALIFORNIA		07/01/2004	54,522.17	54,522.17	54,522.17			0.000	1
UNION IOC	9008	STATE OF CALIFORNIA		05/01/2006	1,113,377.16	1,113,377.16	1,113,377.16	4.520		4.458	1
		Average Balance	0.00								1
Total Cash and Investments			70,989,623.28		70,088,765.58	69,991,069.32	70,069,315.08			5.099	255

OTAY
Activity Report
Sorted By Issuer
July 1, 2006 - January 31, 2007

CUSIP	Investment #	Issuer	Percent of Portfolio	Par Value		Transaction Date	Par Value		Ending Balance
				Beginning Balance	Current Rate		Purchases or Deposits	Redemptions or Withdrawals	
Issuer: STATE OF CALIFORNIA									
Union Bank									
UNION BANK	9002	STATE OF CALIFORNIA			1.300		54,330,944.81	54,185,774.07	
CALIF BANK & TR	9004	STATE OF CALIFORNIA					3,494,747.26	3,327,306.93	
PAYROLL	9005	STATE OF CALIFORNIA					7,524.25	1,901.01	
UNION IOC	9008	STATE OF CALIFORNIA			4.520		12,856,758.01	11,774,073.82	
Subtotal and Balance				1,033,493.75			70,689,974.33	69,289,055.83	2,434,412.25
Local Agency Investment Fund (LAIF)									
LAIF	9001	STATE OF CALIFORNIA			5.156		28,054,365.99	30,150,000.00	
Subtotal and Balance				12,567,520.35			28,054,365.99	30,150,000.00	10,471,886.34
San Diego County Pool									
SD COUNTY POOL	9007	STATE OF CALIFORNIA			5.101		4,267.26	0.00	
Subtotal and Balance				99,091.73			4,267.26	0.00	103,358.99
Issuer Subtotal			18.562%	13,700,105.83			98,748,607.58	99,439,055.83	13,009,657.58
Issuer: California Bank & Trust									
Certificates of Deposit - Bank									
Subtotal and Balance				79,108.00					79,108.00
Issuer Subtotal			0.113%	79,108.00			0.00	0.00	79,108.00
Issuer: FANNIE MAE									
Federal Agency Issues- Callable									
31359M2L6	2012	FANNIE MAE			5.250	12/11/2006	3,000,000.00	0.00	
Subtotal and Balance				0.00			3,000,000.00	0.00	3,000,000.00
Issuer Subtotal			4.280%	0.00			3,000,000.00	0.00	3,000,000.00

Portfolio OTAY
AP

OTAY
Activity Report
July 1, 2006 - January 31, 2007

CUSIP	Investment #	Issuer	Percent of Portfolio	Par Value		Transaction Date	Purchases or Deposits	Par Value		Ending Balance
				Beginning Balance	Current Rate			Redemptions or Withdrawals		
Issuer: Federal Home Loan Bank										
Federal Agency Issues- Callable										
3133X5ZG6	1977	Federal Home Loan Bank			2.510	07/28/2006	0.00		3,000,000.00	
3133X6LN4	1980	Federal Home Loan Bank			2.650	08/10/2006	0.00		3,000,000.00	
3133X8KE1	1988	Federal Home Loan Bank			3.025	12/29/2006	0.00		3,000,000.00	
3133X8KC5	1989	Federal Home Loan Bank			3.000	09/28/2006	0.00		3,000,000.00	
3133XARM1	1990	Federal Home Loan Bank			3.470	09/08/2006	0.00		3,000,000.00	
3133XASF5	1991	Federal Home Loan Bank			3.500	12/08/2006	0.00		3,000,000.00	
3133XARK5	1992	Federal Home Loan Bank			3.510	12/08/2006	0.00		3,000,000.00	
3133XFS72	2007	Federal Home Loan Bank			5.350	12/28/2006	0.00		3,000,000.00	
3133XGCU6	2008	Federal Home Loan Bank			5.450	07/28/2006	3,000,000.00		0.00	
3133XGCU6	2008	Federal Home Loan Bank				01/29/2007	0.00		3,000,000.00	
3133XHDA	2009	Federal Home Loan Bank			5.150	10/20/2006	3,000,000.00		0.00	
3133XJ2P2	2010	Federal Home Loan Bank			5.200	12/05/2006	3,000,000.00		0.00	
3133XHR46	2011	Federal Home Loan Bank			5.300	12/04/2006	3,000,000.00		0.00	
3133XJ6Q6	2013	Federal Home Loan Bank			5.125	12/29/2006	3,000,000.00		0.00	
3133XGNZ3	2014	Federal Home Loan Bank			5.500	01/08/2007	3,000,000.00		0.00	
3133XJVV1	2015	Federal Home Loan Bank			5.375	01/10/2007	3,000,000.00		0.00	
3133XJR91	2016	Federal Home Loan Bank			5.400	01/30/2007	3,000,000.00		0.00	
3133XJSD1	2017	Federal Home Loan Bank			5.250	01/30/2007	3,000,000.00		0.00	
		Subtotal and Balance					27,000,000.00		27,000,000.00	39,000,000.00
		Issuer Subtotal	55.644%				27,000,000.00		27,000,000.00	39,000,000.00
Issuer: Federal Home Loan Mortgage										
Federal Agency Issues- Callable										
3128X5CC0	2006	Federal Home Loan Mortgage			5.340	12/01/2006	0.00		3,000,000.00	
		Subtotal and Balance					0.00		3,000,000.00	9,000,000.00
		Issuer Subtotal	12.841%				0.00		3,000,000.00	9,000,000.00
Issuer: Federal National Mortgage Assoc										
Federal Agency Issues- Callable										
		Subtotal and Balance								3,000,000.00

Portfolio OTAY

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OTAY
Activity Report
July 1, 2006 - January 31, 2007

CUSIP	Investment #	Issuer	Percent of Portfolio	Par Value		Transaction Date	Purchases or Deposits	Par Value		Ending Balance
				Beginning Balance	Current Rate			Redemptions or Withdrawals		
Issuer Subtotal			4.280%	3,000,000.00			0.00	0.00	3,000,000.00	
Issuer: US TREASURY										
Treasury Securities - Coupon										
912828DJ6	1993	US TREASURY			3.125	01/31/2007	0.00	3,000,000.00		
912827Z62	1995	US TREASURY			6.500	10/15/2006	0.00	3,000,000.00		
Subtotal and Balance				9,000,000.00			0.00	6,000,000.00		3,000,000.00
Issuer Subtotal			4.280%	9,000,000.00			0.00	6,000,000.00		3,000,000.00
Total			100.000%	76,779,213.83			128,748,607.58	135,439,055.83		70,088,765.58

OTAY
Duration Report
Sorted by Investment Type - Investment Type
Through 01/31/2007

Security ID	Investment #	Fund	Issuer	Investment Class	Book Value	Par Value	Market Value	Current Rate	YTM 365	Current Yield	Maturity/ Call Date	Effective Duration
3133XFBX3	2003	99	Federal Home Loan Bank	Fair	3,000,000.00	3,000,000.00	2,999,062.50	5.250	5.250	5.314c	02/04/2007	0.000
3133XHDA	2009	99	Federal Home Loan Bank	Fair	3,000,000.00	3,000,000.00	2,999,062.50	5.150	5.146	5.214	04/10/2007	0.186
3133XF2C9	2002	99	Federal Home Loan Bank	Fair	3,000,000.00	3,000,000.00	2,999,062.50	5.250	5.247	5.309	10/03/2007	0.642
3133XEMS5	1998	99	Federal Home Loan Bank	Fair	3,000,000.00	3,000,000.00	2,991,562.50	5.000	5.012	5.578c	02/28/2007	0.073
3133XEP45	1999	99	Federal Home Loan Bank	Fair	3,000,000.00	3,000,000.00	2,999,062.50	5.000	5.000	5.064	03/02/2007	0.079
31359M2L6	2012	99	FANNIE MAE	Fair	3,000,000.00	3,000,000.00	2,992,500.00	5.250	5.250	5.764c	06/11/2007	0.356
3133XETX7	2001	99	Federal Home Loan Bank	Fair	3,000,000.00	3,000,000.00	2,995,312.50	5.125	5.125	5.395	09/14/2007	0.590
3133XGNZ3	2014	99	Federal Home Loan Bank	Fair	3,001,326.70	3,000,000.00	3,000,000.00	5.500	5.450	5.500c	02/21/2007	0.054
3133XJ2P2	2010	99	Federal Home Loan Bank	Fair	3,000,000.00	3,000,000.00	2,995,312.50	5.200	5.200	5.521c	03/05/2007	0.000
3128X4K67	2000	99	Federal Home Loan Mortgage	Fair	3,000,000.00	3,000,000.00	2,990,321.96	5.250	5.250	5.562	03/07/2008	1.032
3128X4DY4	2004	99	Federal Home Loan Mortgage	Fair	2,984,407.01	3,000,000.00	2,982,719.88	4.000	5.200	5.182	07/13/2007	0.443
3128X4CE9	2005	99	Federal Home Loan Mortgage	Fair	2,998,174.62	3,000,000.00	2,997,947.84	3.625	5.232	3.764	02/15/2007	0.038
31359MG31	1997	99	Federal National Mortgage Assoc	Fair	3,000,000.00	3,000,000.00	2,994,375.00	5.000	5.000	5.385c	02/24/2007	0.063
3133XJ6Q6	2013	99	Federal Home Loan Bank	Fair	3,000,000.00	3,000,000.00	2,986,875.00	5.125	5.125	6.026c	06/29/2007	0.405
3133XJSD1	2017	99	Federal Home Loan Bank	Fair	3,000,000.00	3,000,000.00	2,999,062.50	5.250	5.245	5.290	01/02/2008	0.885
3133XHR46	2011	99	Federal Home Loan Bank	Fair	3,000,000.00	3,000,000.00	3,000,000.00	5.300	5.298	5.300c	02/15/2007	0.000
3133XJJV1	2015	99	Federal Home Loan Bank	Fair	3,000,000.00	3,000,000.00	2,997,187.50	5.375	5.375	5.568c	04/10/2007	0.000
3133XJR91	2016	99	Federal Home Loan Bank	Fair	3,000,000.00	3,000,000.00	2,995,312.50	5.400	5.400	5.721c	04/30/2007	0.000
912828DQ0	1994	99	US TREASURY	Fair	2,996,641.17	3,000,000.00	2,993,437.50	3.750	4.492	4.197	03/31/2007	0.158
2050003183R	1996	99	California Bank & Trust	Amort	79,108.00	79,108.00	79,108.00	3.880	3.934	3.880	01/22/2008	0.953 †
Report Total					57,059,657.50	57,079,108.00	56,987,285.18			5.296		0.264 †

† = Duration can not be calculated on these investments due to incomplete Market price data.

AGENDA ITEM 10



STAFF REPORT

TYPE MEETING:	Regular Board Meeting	MEETING DATE:	March 7, 2007		
SUBMITTED BY:	Mark Watton, General Manager	W.O./G.F. NO:	N/A	DIV. NO.	N/A
SUBJECT:	General Manager's Report				

GENERAL MANAGER:

- Update on the 36-inch East County Regional Treated Water Improvement Program (ECTWP) Pipeline Project:
 - Monthly progress meetings are held with IEC to discuss the team's progress on the five (5) alternative alignments. Staff will meet on March 5 to select the best alternative.

- Update on the 30-inch Recycled Water Pipeline, 450-1 Reservoir, and 680-1 Pump Station Projects:
 - The start-up plan for the pipeline, reservoir and pump station has been finalized. Start up preparation and coordination with City of San Diego is underway.
 - Permanent power has been provided to the reservoir and pump station site, and the SDG&E gas meter has been installed.
 - CB&I, the reservoir sub-contractor, applied the final coat of paint to the exterior tank vertical shell.
 - TC Construction began painting interior piping in the pump station. They also paved the area around the pump station and conducted general interior and exterior cleanup.
 - The regional board staff has issued a temporary order allowing the blending of the City's South Bay Water Reclamation Plant water into the District's recycled water system. The Regional Water Quality Control Board is scheduled to meet in April 2007 to take formal action.

- Update on the 640-1 & 2 Reservoirs Project:

- The contractor completed excavation underneath the reservoir and the pipe gallery to rock. Blasting occurred on February 26, 2007 without any issues. Neighboring residents were notified as required by the project contract documents.
- Update on the 36-inch La Presa Transmission Main Shutdown:
 - OPS staff dewatered the pipe from the old #11 CWA connection to La Presa Pump Station and shut it down for maintenance, repair and work by Schiff Assoc. OPS rehabilitation of air vacs and man-ways was also completed.
 - The Pointe's "cutting in" of two tee assemblies was completed successfully and ahead of schedule. Staff's communication and coordination with The Pointe Development contractor helped to ensure that the transmission main was out of service for a minimal amount of time.
- Fluoridation: The Metropolitan Water District of Southern California is advising its member agencies that it will be delaying water fluoridation until October 2007. It was originally planned that fluoridation would begin July 1, 2007. MWD began the process of converting its five water treatment plants in February, 2003. In conjunction with MWD, the Helix Water District will begin fluoridating water in October as well. Otay staff expects there will be no operational issues when the conversion occurs.

With regard to public notification of the conversion, Otay staff began advising customers of the pending change in July, 2006. This consisted of a column width article in the 2006 Consumer Confidence Report providing customers with information about fluoridation and encouraging those with questions to talk with their medical or dental health care professional, and provided them with Internet links to the Center for Disease Control and Prevention, the American Dental Association, and MWD.

ADMINISTRATIVE SERVICES AND FINANCE:

Administrative Services:

- Three new hires started employment in the month of February; Two GIS Technicians and a Survey Technician.

- The Safety & Risk Administrator has completed the "Hand Trap" safety audit with SDRMA using PowerPoint as a tool to help inform the affected departments. Each department has viewed the presentation.
- A new Safety Procedure has been developed to formally address hand signals used in the field for work around equipment. Each work group will be provided with a chart of signals. Each supervisor is responsible for ensuring their staff is trained.
- CAL/OSHA citations - District counsel has been successful in negotiating a settlement with CAL/OSHA over the citations following the partial amputation of Mr. Alan Biery's finger in a dump truck bed lock. There were originally a total of four citations (one general, one regulatory and two serious violations) totaling \$23,715.00. A settlement was reached with CAL/OSHA in which one of the serious violations was reduced to a general violation and the regulatory citation waived. The original general citation was upheld for a total settlement in the amount of \$4655.00 and a non-admission clause and waiver of legal costs. The District is comfortable with this direction and has taken additional steps to identify and address any other pinch point conditions during a safety audit conducted jointly by Safety & Risk Administration and Special District Risk Management Authority. Meetings were held with the departments and work sections to discuss the results of the safety audit and to have any findings immediately addressed.
- By the end of the month of February, approximately 11,000 of the District's pre-1994 homes will have received a letter announcing the rapidly approaching end of the single-family toilet voucher program which is scheduled to end on March 31, 2007. Program activity is currently 20% higher than last year's activity. NBC Channel 7/39 also interviewed Water Authority staff and Doug Brooks from the Oakwood Development on February 14 with regard to their recent commitment to install high efficiency toilets in their new homes.
- School Program Activity: Staff conducted four school tours at the Water Conservation Garden this month, involving 195 students and 24 adults from Eastlake, Parkview and Sweetwater Springs Elementary Schools. Along with Helix and Sweetwater staff, Otay staff conducted a 6 hour Project WET workshop for teachers at

the Garden this month. Staff also participated in an East County Educators' meeting.

- Staff gave a presentation on the District's Cash for Plants Program to the Helix Board on February 21st. Highlights included: Over 32,500 square feet of Turf grass that has been replaced through our program to date; Southern Nevada Water Authority has replaced 78.5 million square feet of turf grass and now offers \$2/square foot; El Paso Water has replaced 10.5 million square feet of turf grass and offers \$1 per square foot; at least 15 other water agencies in California offer an incentive to replace unused turf grass.
- Thirty-four smart irrigation controllers were distributed at the District's Smart controller training event which was held at the District's offices on February 17. To date, 150 smart controllers have been distributed to Otay customers since March of 2006.
- The revised draft of the Water Conserving Rates Best Management Practice (BMP 11) was approved by the MET Board of directors and the Water Authority General Managers and then at the Steering Committee of the California Urban Water Conservation Council (CUWCC) in February. Both MET and the Water Authority serves on the CUWCC steering committee. This BMP had been unchanged since 1991. The revision will require that a minimum of 70 percent of a retail water agency's rates-based revenue come from volumetric rates, while allowing local control over the form of the water rates and provides alternative methods for compliance. Otay staff has been involved in the revision of this BMP. BMP 11 will be voted upon at the CUWCC's June Plenary and will need support from 2/3rds of the water agency members as well as from 2/3rds of the environmental groups in order to be approved.
- In the month of February there were 109 purchase orders issued for a total of \$183,440.19.

Information Technology and Strategic Planning:

- Staff is implementing a new Eden module for "Contract Management. This module will significantly simplify tracking of all business contracts.
- IT will begin working with Engineering in March to implement the IMS system in two sections of Engineering.

- Staff has contracted for additional staff training from Eden Systems to be sure the District is realizing full value of the new billing system. Changes have also been implemented in the database and backup procedures to improve system performance.
- IT submitted a proposal, which was accepted by ESRI to present a paper at this year's user conference. The conference will be held in June in San Diego.

Finance:

- Bond Sale - On February 21st the District received pricing from five underwriters on the District's bonds. The District received an interest rate of 4.327% from the firm of Citigroup Global Markets Inc. The next lowest bid was at a rate of 4.335% from the firms of UBS Securities LLC. The bonds were awarded to Citigroup and the District will receive the funds at the closing date, March 7th. This is an excellent rate which in large part is due to the District's new underlying rating of AA-.
- Bond Insurance - The Bonds will be sold with an AAA rating as the District purchased bond insurance. This insurance lowers the District's interest cost of the debt. On February 12th the District received five bids from insurance companies and awarded the insurance to the firm Ambac at a cost of 172,203. This is expected to save the District \$1,065,000 of which \$100,000 is due to the ratings upgrade to AA-.
- The bond documents are being finalized by bond counsel and the financial advisor and will be signed by the March 7th close date, when the District will receive the \$42,000,000.
- IVR - Payments with credit card by phone are nearing implementation pending approval of the contract by legal counsel. The contract issues are delaying the implementation by a few weeks, however, the resolution of these issues are expected to protect the District's interest. When this system is implemented, staff expects that as many as 1,700 calls will be diverted to this system, saving a significant amount of staff time and holding down the number of future FTE's. Staff anticipates that the implementation will be complete before the May Board meeting.

- Budget - The 2008 budget process is underway. By the time of this Board meeting, workbooks will have been distributed to the various departments. Staffing requests, capital purchases, materials, and administrative costs will all be developed over the next month. The CIP review and cost development are a key part of the District's budgeting process and follows along the same time-line.
- On February 16th, the District received a Certificate of Achievement for Excellence in Financial Reporting from GFOA. This is the third year in a row that the District's has received this prestigious award for its quality preparation of financial statements. This along with quality management and planning are examples of reasons why the District was able to receive an AA- bond rating. The financial statements are recognized by the District's peers as an excellent communication tool providing quality information to all of the District constituents.

The financial reporting for January 2007 is as follows:

- For the seven months ended January 31, 2007, there are total revenues of \$36,515,651 and total expenses of \$34,234,492. The revenues exceeded expenses by \$2,281,159.

The financial reporting for investments for January 31, 2007 is as follows:

- The market value of the Portfolio Master Summary and the Investment Portfolio Details as of January 31, 2007 total \$69,991,069.32 with an average yield to maturity of 5.099%. The total earnings year-to-date are \$1,976,614.42. The effective duration is .264 of a year.

Engineering:

- Staff received eight improvement plans from developers for potable/recycled plan checks.
- Fifty-six (56) meters were sold as of February 20, 2007, generating \$577,828 in revenue. Total meters sold for FY06-07 were 484 to date, which generated \$6,454,824 for the District. Meter sales are short of projections by 14% or 100 meters and revenues generated by meter sales is 7% below the projection of \$7,042,086.
- The Construction Division received no new projects to be constructed by developers and performed four pre-construction meetings. In addition, one project was completed and no projects were released from warranty.
- Approximately 7,782 linear feet of both CIP and developer project pipelines were installed totaling 31,852 feet since July 2006. The Construction Division performed quality assurance for these pipelines.
- 213 underground facilities were located, 8 hydrostatic pressure tests, 1 wet tap and tie-in, 20 meter set inspections, and 7 project walk-throughs were performed during the month.
- The LOPS Pump Station access road pavement was completed.
- Zondiros installed approximately 500 feet of the Pacific Rim SR905 pipeline relocation project.
- The Otay Water District has three upcoming Water Supply Assessment (SB610) and Water Supply Verification (SB221) reports to prepare this spring. These reports are dependant on the San Diego County Water Authority's (CWA) completion and board acceptance of CWA's Urban Water Management Plan at their April Board meeting.
- The preparation of the Integrated Water Resources Plan (IRP) is moving along very well. CDM, our consultant working on the IRP, has submitted for review and comment the first draft of the IRP report. CDM and

staff plan on making a presentation to the Board in the next 30 days.

- The City of San Diego has prepared and submitted for review and comment to Otay and SDCWA the first draft of an agreement for the San Diego 17 project (SD17). The SD17 is an approximately \$20,000,000 project consisting of a 60 million gallons per day pump station and a flow control facility that is planned to be located at the Alvarado Water Treatment Plant site. The Otay Water District is requesting 50 MGD capacity and the City may retain 10 MGD or more. The City has an opportunity to acquire a \$10,000,000 Proposition 50 Grant for the project and is willing to share the grant in proportion to capacity acquired by Otay. SDCWA does not desire to acquire any capacity in the pump station and, thus, will not financially participate. SDCWA staff is debating whether or not they should be the owner of the pump station as the City wants to retain ownership. The City has offered SDCWA the right to operate the pump station.
- The following table summarizes purchase and change orders issued during the period of January 27, 2007 thru February 22, 2007 that are within staff signatory authority:

Date	Action	Amount	Contractor/ Consultant	Project
2/5/07	PO 705704	\$24,894,000	Pacific Hydrotech Corp.	640-1 & 640-2 Reservoirs Project (P2185-30018) - Approved by the Board at the 2/7/07 board meeting.
2/8/07	CO #1	\$12,546	CDM	IRP

Water Operations:

- Water purchased for the month of January was 2,896.1 acre-feet. Beginning FY 06/07 to date, July 1, 2006 to January 31, 2007, there has been 26,808.80 acre-feet of water purchased. This is a one percent increase from the same period last year, July 1, 2005 to January 31, 2006.
- The AMR change-out program is progressing. The District's contractor, Underground Utility, Inc.

(UUI), has replaced 5,434 RAMAR/Badger units as of January 31, 2007, leaving 1,377 RAMAR units still in use.

- There were 23 new Automated Meter Reading (AMR) meters installed, 516 meters were replaced with new AMR meters and 226 meters were retrofitted to AMR meters for the month of January. As of January 31, 2007 there were a total of 1,377 RAMAR meters and 11,949 3-G Master Meters installed for a total of 13,326 Radio Read Meters.

Total number of potable water accounts is 47,428.

- Recycled water consumption for the month of January is as follows:

Total flow was 207.4 acre-feet or 67,561,604 gallons and the average daily flow was 2,179,407 gallons per day.

Total number of recycled water accounts is 553.

- Wastewater flows for the month of January were as follows:

Total basin flow, gallons per day: 2,102,000.
Total Otay flow, gallons per day: 1,404,000.
Flow Processed at the Ralph W. Chapman Water Recycling Facility, gallons per day: 1,214,000.
Flow to Metro from Otay Water District, gallons per day: 190,000.

Total number of sewer connections is 6,048.

- The District received the 2006 Water Agency of the Year Award from the San Diego County Water Works Group for its proactive potable water and recycled water programs.

This award is recognized by the 24 other San Diego water agencies as being a role model in providing safe and reliable water services.



General Manager



MWD

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Executive Office

February 7, 2007

Mr. Mark Watton
General Manager
Otay Water District
2554 Sweetwater Springs Boulevard
Spring Valley, CA 91978

Dear Mr. Watton:

Fiscal Year 2005/06 Production Assessment
for the Otay Water Reclamation Project, Agreement No. 22158

The Metropolitan Water District of Southern California (Metropolitan) has completed the fiscal year 2005/06 production assessment for the Otay Recycled Water System (Project). The Otay Water District (Otay) has provided Metropolitan with production records and recycled water deliveries. Metropolitan has reviewed the records and confirmed the provisions of the Agreement are being met.

Records indicate that during fiscal year 2005/06, Otay delivered 1,121.9 acre-feet to end-users and is eligible to receive the fixed financial contribution of \$185/AF. Metropolitan's total contribution during fiscal year 2005/06 is \$207,551.5 (1,121.9 AF X \$185/AF).

This credit has been previously advanced to Otay through Metropolitan's LRP monthly invoice credits process. Also, enclosed for your records is the Summary of Production Table 1 for fiscal years 2005/06.

Metropolitan would like to thank Ms. Rita Bell, Finance Manager, and Grace Clemente for their efforts in supporting the production assessment activities. If you have any questions, please contact me at (213) 217-6489 or beubank@mwdh2o.com.

Very truly yours,


Bill D. Eubank
Regional Supply Unit

BDE:am
O:\a\s\c\BDE_2005-06 Otay Assess Ltr.

Enclosures

Mr. Mark Watton

Page 2

February 7, 2007

cc: Ms. Toby Roy
San Diego County Water Authority
4677 Overland Avenue
San Diego, CA 92123

Ms. Maria Mariscal
San Diego County Water Authority
4677 Overland Avenue
San Diego, CA 92123

TABLE No. 1
OTAY RECYCLED WATER SYSTEM
FISCAL YEAR 2005/06

	Certified Yield (AF)	Allowable Yield (AF)	Difference (AF)
Month/Year			
July 2005	112.7	112.7	0.00
August	111.5	111.5	0.00
September	108.4	108.4	0.00
October	109.7	109.7	0.00
November	105.2	105.2	0.00
December	110.5	110.5	0.00
January 2006	105.6	105.6	0.00
February	100.1	100.1	0.00
March	34.4	34.4	0.00
April	13.2	13.2	0.00
May	105.0	105.0	0.00
June	105.6	105.6	0.00
Total	1,121.9	1,121.9	0.00



FLUORIDATION

. . . at a glance

Background

In February 2003, Metropolitan Water District's board of directors joined a majority of the nation's public water suppliers in adopting a policy to add fluoride to treated drinking water supplies in order to prevent tooth decay. The addition of fluoridation facilities at Metropolitan's five water treatment plants is expected to take about 30 months and cost an estimated \$5.5 million.

In line with recommendations from the state of California Department of Health Services, as well as the U.S. Centers for Disease Control and Prevention, Metropolitan will adjust the natural fluoride concentration in the water, ranging from 0.1 to 0.4 parts per million, to a target dose of 0.7 to 0.8 parts per million which is recommended for optimal dental health. This would be like adding less than three drops to a 42-gallon barrel.

Fluoride levels in drinking water are limited under state regulations at a maximum dosage of 2 parts per million.

Benefits

- Community water fluoridation is the most cost-effective and safe way to reduce and control tooth decay, according to the CDC. Metropolitan estimates the total cost to be \$1.75 per acre-foot of water. An acre-foot serves two typical Southland families for one year.
- The American Dental Association estimates that the lifetime cost per person to fluoridate a water system is less than the cost of one dental filling.
- More than 50 years of scientific research have found that people living in communities with fluoridated water have healthier teeth and fewer cavities than people living where the water is not fluoridated.

- Fluoridated water cuts across socioeconomic dividers giving everyone equal health benefits.

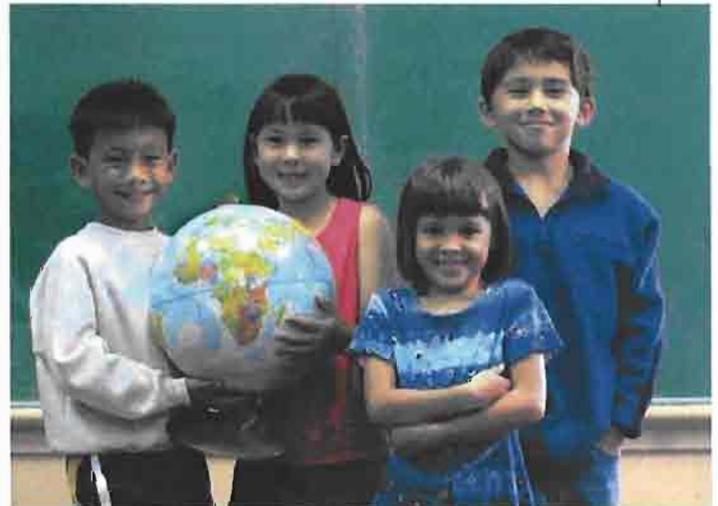
About Fluoride

- Fluoride is a naturally occurring mineral found both in surface water (water from snowmelt, rivers and streams) as well as groundwater.
- Fluoride's benefits for teeth were discovered in the 1930s by scientists who saw



"Community water fluoridation continues to be the most cost effective, practical and safe means for reducing and controlling the occurrence of tooth decay in a community."

*U.S. Surgeon General's Office
December 2001*



Fluoridated water gives everyone equal health benefits

extremely low tooth decay rates among people whose water supplies had a significant amount of natural fluoride.

- Fluoride helps teeth resist decay by strengthening the protective layer of tooth enamel, and can reverse newly formed cavities.
- Fluoride has been added to U.S. drinking water supplies since 1945.
- Of the 50 largest cities in the U.S., 43 fluoridate their drinking water.

ADDITIONAL RESOURCES FOR INFORMATION

There are many places to go for additional information about the fluoridation of drinking water. They include:

U.S. Centers for Disease Control and Prevention

1-888-CDC-2306

<http://www.cdc.gov/OralHealth/factsheets/fl-background.htm>

National Institute of Dental and Craniofacial Research

<http://nidcr.nih.gov/health/water/fluoridation.htm>

National Cancer Institute

http://cis.nci.nih.gov/fact/3_15.htm

American Dental Association

www.ada.org/public/topics/fluoride/fluor-links.html

International Bottled Water Association

www.bottledwater.org

MISSION STATEMENT

The mission of the Metropolitan Water District of Southern California is to provide its service area with adequate and reliable supplies of high-quality water to meet present and future needs in an environmentally and economically responsible way.



Metropolitan Water District
of Southern California

Post Office Box 54153
Los Angeles, CA 90054-0153

Toll free phone number
(800) 665-8555

www.mwdh2o.com

- The three primary agents used to fluoridate water are sodium fluoride (made of sodium and fluoride atoms bonded together), sodium fluorosilicate (sodium, silicon and fluoride) and fluorosilic acid (hydrogen, silicon and fluoride).

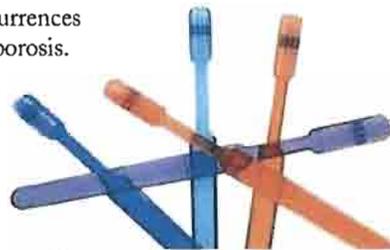


- While exposure to fluoride can cause dental fluorosis, most cases in communities with optimally fluoridated water are very mild and characterized by barely visible white opaque spots on the teeth.

- The U.S. Department of Health Services has not recognized claims that low-level fluoride exposure is linked to occurrences of cancer, brain damage or osteoporosis.

Supporters

- Almost all major national and international health service agencies and professionals support community water fluoridation and include the American Dental Association, American Medical Association, American Academy of Pediatric Dentistry, CDC and the World Health Organization.
- The CDC has recognized fluoridation of drinking water as one of the 10 great public health achievements of the 20th century.



Metropolitan's Position

Metropolitan's board first took a serious look at fluoridation in October 1995 when then-Gov. Pete Wilson signed a new state law conditionally requiring fluoridation of any public water supply with at least 10,000 service connections or customers. Because the law did not provide funding for utilities, many water agencies found the cost of fluoridating prohibitive. Some cities, like Los Angeles and Santa Monica, did move forward with fluoridation in the absence of

state funding. Two of Metropolitan's member agencies—the cities of Long Beach and Beverly Hills—as well as member agencies of the Municipal Water District of Orange County, the cities of Fountain Valley and Huntington Beach—fluoridated water prior to the 1995 law.

Even though Metropolitan was exempt from the conditions of the law, local public health officials pushed hard for large-scale fluoridation at Metropolitan's treatment plants. Public health officials representing each of Metropolitan's six Southern California counties served, urged the board at its December 2001 meeting to reconsider fluoridating its supplies.

Metropolitan is in discussion with dental health organizations about covering the initial \$5.5 million in capital costs. The California Dental Association Foundation, a

non-profit public benefit corporation, in cooperation with a statewide fluoridation task force, has offered to pay for construction and installation of fluoridation equipment at Metropolitan's five treatment plants.

Choices

Informed consumers may still decide not to drink fluoridated tap water. There are always choices when it comes to drinking water. The fact is that 70 percent of the population already choose to drink bottled water. Most brands of bottled water, water sold in vending machines and water from "water stores" contain only low levels of fluoride. Some bottled water companies do offer fluoridated water. Many home treatment systems remove fluoride from tap water including those that use reverse osmosis. For a list of systems that reduce or remove fluoride, go to <http://www.nsf.org/Certified/DWTU/>.

WHAT IS METROPOLITAN?

The Metropolitan Water District of Southern California is a cooperative of 26 cities and water agencies serving nearly 18 million people in six counties. The district imports water from the Colorado River and Northern California to supplement local supplies, and helps its members to develop increased water conservation, recycling, storage and other resource-management programs.



FIFTY YEARS OF QUALITY WATER
CONSUMER CONFIDENCE REPORT 2006



Your Consumer Confidence Report

The Otay Water District is pleased to provide you with your annual consumer confidence report. This annual water quality report outlines important information about the quality of your drinking water supply, including what we look for when we test your water, the results of those tests, and information on some of the more common elements found in your water.

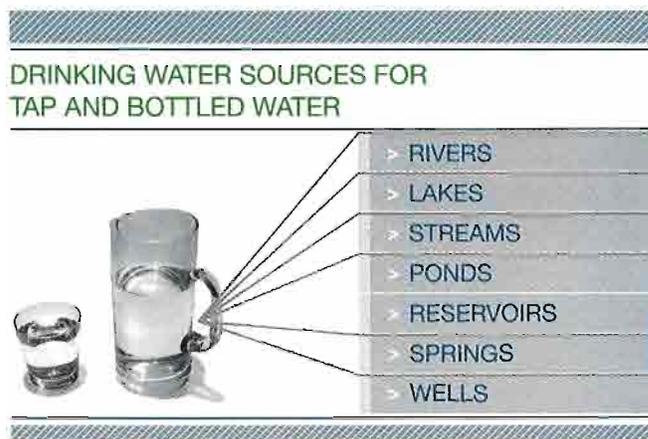
The information included in this report represents only a small fraction of what we do to ensure high quality drinking water. Together, with state certified laboratories, the San Diego County Water Authority, and the Metropolitan Water District of Southern California, we routinely scrutinize the water supply for an entire range of elements that have the potential to degrade the quality of your water. This report summarizes water quality results from calendar year 2005.

Sources

The Otay Water District imports an average of 97 percent of its water. This imported water is provided by the San Diego County Water Authority, which purchases water from the Metropolitan Water District of Southern California (MWD). Imported water is a blend of Colorado River water and State Water Project water. The Otay Water District also purchases treated water from the Helix Water District (Helix).

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

The Otay Water District continuously monitors the quality of your water to ensure all drinking water standards are met.



50 YEAR
TIMELINE



1956 California Legislature authorizes the Otay Municipal Water District to an entitlement to import water.

Otay Water District Annual Water Quality Report

Parameter	Units	State or Federal MCL [MRDL]	PHG (MCLG) [MRDLG]	State DLR	Range Average	Treatment Plant Effluents		Major Sources in Drinking Water
						Combined Skinner Plants	Helix Levy Plant	
Percent State Project Water	%	NA	NA	NA	Range Average	27 - 69 40	27 - 69 40	

PRIMARY STANDARDS - Mandatory Health Related Standards

CLARITY

Combined Filter	NTU	0.3			Highest	0.18	0.17	
Effluent Turbidity	%	95 (a)	NA	NA	% < 0.3	96%	100%	Soil runoff

MICROBIOLOGICAL

Total Coliform Bacteria	%	5.0 (b)	(0)	NA	Otay Distribution System=0% Otay Distribution System=0%			Naturally present in the environment
Fecal Coliform and E. Coli	(c)	(c)	(0)	NA	Dist. System Fecal Coliform-positive samples=0% Dist. System E. coli positive samples=0%			

INORGANIC CHEMICALS

Aluminum (d)	ppb	1000	600	50		Range: Average:	ND - 151 73	64 - 120 94	Residue from water treatment process; natural deposits; erosion
Barium	ppb	1000	2000	100		Range: Average:	ND - 104 ND	ND - 100 ND	Oil and metal refineries discharges; natural deposits; erosion
Fluoride (naturally occurring)	ppm	2.0	1	0.1		Range: Average:	0.16 - 0.28 0.23	0.17 - 0.21 0.19	Erosion of natural deposits; water additives for tooth health
Nitrate (as N) (e)	ppm	10	10	0.4		Range: Average:	ND - 0.75 ND	ND ND	Runoff and leaching from fertilizer use; sewage; natural erosion
Nitrate and Nitrite (as N)	ppm	10	10	0.4		Range: Average:	ND - 0.75 ND	ND ND	Runoff and leaching from fertilizer use; sewage; natural erosion

RADIOLOGICALS (f)

Gross Alpha Particle Activity	pCi/L	15	(0)	3		Range: Average:	ND - 5.5 4.2	1.5 - 3.2 2.4	Erosion of natural deposits
Gross Beta Particle Activity	pCi/L	50	(0)	4		Range: Average:	ND ND	ND - 5.9 ND	Decay of natural and man-made deposits
Uranium	pCi/L	20	0.43	2.0		Range: Average:	2.9 - 3.2 3.0	ND - 2.2 ND	Erosion of natural deposits

DISINFECTION BY-PRODUCTS, DISINFECTANT RESIDUALS, AND DISINFECTION BY-PRODUCTS PRECURSORS (FEDERAL RULE)

Total Trihalomethanes (TTHM) (g)	ppb	80	NA	0.5	Otay Distribution System: 41 - 86 Highest RAA: 74				By-product of drinking water chlorination
Haloacetic Acids (five) (HAA5) (g)	ppb	60	NA	1 (g)	Otay Distribution System: 14 - 39 Highest RAA: 32				By-product of drinking water chlorination
Total Chlorine Residual	ppm	[4.0]	[4.0]	NA	Otay Distribution System: 0.2 - 3.8 Otay Distribution System: 2.5				Drinking water disinfectant added for treatment
Bromate (h)	ppb	10	(0)	5		Range: Highest RAA:	NA NA	ND ND	By-product of drinking water ozonation
DBP Precursors Control (TOC) (g)	ppm	TT	NA	0.30		Range: Average:	TT TT	3.3 - 4.1 3.8	Various natural and man-made sources

SECONDARY STANDARDS - Aesthetic Standards

Aluminum (d)	ppb	200	600	50		Range: Average:	ND - 151 73	64 - 120 94	Residue from water treatment process; natural deposits erosion
Chloride	ppm	500	NA	NA		Range: Average:	83 - 92 88	71 - 80 76	Runoff/leaching from natural deposits; seawater influence
Color	Units	15	NA	NA		Range: Average:	1 - 3 2	1 - 2.5 1	Naturally occurring organic materials
Manganese	ppb	50	NL=500	20		Range: Average:	ND ND	ND - 23 ND	Leaching from natural deposits
Odor Threshold (i)	Units	3	NA	1		Range: Average:	2 2	NA NA	Naturally occurring organic materials
Specific Conductance	µS/cm	1600	NA	NA		Range: Average:	687 - 938 854	685 - 799 738	Substances that form ions in water; seawater influence

Parameter	Units	State or Federal MCL (MRDL)	PHG (MCLG) (MRDLG)	State DLR	Range Average	Treatment Plant Effluents		Major Sources in Drinking Water
						Combined Skinner Plants	Helix Levy Plant	
SECONDARY STANDARDS - Aesthetic Standards (continued)								
Sulfate	ppm	500	NA	0.5	Range: Average:	103 - 210 173	110 - 180 140	Runoff/leaching from natural deposits; industrial wastes
Total Dissolved Solids (TDS)	ppm	1000	NA	NA	Range: Average:	386 - 554 501	411 - 471 435	Runoff/leaching from natural deposits; seawater influence
Turbidity (a)	NTU	5	NA	NA	Range: Average:	0.06 - 0.08 0.07	0.04 - 0.17 0.07	Soil Runoff
LEAD AND COPPER RULE								
Copper	ppm	NL=1.3	0.17	0.05	0 sites above NL out of 54 sampled 90th percentile = 0.33			Internal corrosion of household pipes; erosion of natural deposits
Lead	ppb	NL=15	2	5	0 sites above NL out of 54 sampled 90th percentile = 2.9			Internal corrosion of household pipes; erosion of natural deposits
UNREGULATED CHEMICALS REQUIRING MONITORING								
Boron	ppb	NA	NL = 1000	100	Range: Average:	150 - 160 150	120 - 140 125	Runoff/leaching from natural deposits; industrial wastes
Perchlorate (j)	ppb	NA	6	4	Range: Average:	ND - 2.3 ND	ND ND	Industrial waste discharge
Vanadium	ppb	NA	NL = 50	3	Range: Average:	ND ND	3.7 - 5.2 4.5	Naturally occurring; industrial waste discharge
ADDITIONAL PARAMETERS								
Alkalinity	ppm	NA	NA	-	Range: Average:	95 - 114 107	102 - 107 104	
Calcium	ppm	NA	NA	-	Range: Average:	38 - 62 55	40 - 57 48	
Hardness	ppm	NA	NA	-	Range: Average:	169 - 260 231	174 - 241 207	If hardness is needed in grains per gallon instead of ppm, divide numbers by 17
Magnesium	ppm	NA	NA	-	Range: Average:	18 - 25.5 23	18 - 24 21	
N-Nitrosodimethylamine (NDMA) (k)	ppt	NA	NL = 10	2	Range: Average:	ND - 2.2 ND - 8.0	NA NA	By-product of drinking water chlorination; industrial processes
pH	pH Units	NA	NA	-	Range: Average:	8.1 - 8.2 8.1	7.7 - 8.0 7.9	
Potassium	ppm	NA	NA	-	Range: Average:	3.8 - 4.6 4.3	4.0 - 4.7 4.3	
Radon (f)	pCi/L	NA	NA	100	Range: Average:	ND ND	ND ND	
Sodium	ppm	NA	NA	-	Range: Average:	69 - 88 82	69 - 81 75	
TOC (l)	ppm	TT	NA	0.30	Range: Average:	2.3 - 3.1 2.7	3.3 - 4.1 3.8	Various natural and man-made sources

Footnotes & Abbreviations

(a)	The turbidity level of the filtered water shall be less than or equal to 0.3 NTU in 95% of the measurements taken each month and shall not exceed 1 NTU at any time. Turbidity is a measure of the cloudiness of the water and is an indicator of treatment performance.
(b)	Total coliform MCLs: No more than 5.0% of the monthly samples may be total coliform-positive. Compliance is based on the combined distribution system sampling from all the treatment plants.
(c)	Fecal coliform/E.coli MCLs: The occurrence of 2 consecutive total coliform-positive samples, one of which contains fecal coliform/E. coli, constitutes an acute MCL violation. The MCL was not violated in 2005.
(d)	Aluminum has both primary and secondary standards.
(e)	State MCL is 45 ppm as nitrate, which equals 10 mg/L as N.
(f)	MWD Skinner plants results based on two (2) quarterly samplings done in 2005; four (4) quarters of monitoring will be completed by second quarter of 2006. Helix results based on 4 quarters sampled in 2005.
(g)	Helix and MWD were in compliance with all provisions of the Stage 1 Disinfectants/Disinfection By-Products (D/DBP) Rule. TOC provides a medium for the formation of DBPs. MWD and Helix were in compliance with the DBP precursor control (TOC) portion of the Stage 1 D/DBP regulation.
(h)	MWD: Running annual average was calculated from weekly samples. Helix: Samples collected monthly and RAA is calculated quarterly. Bromate reporting level is 3 ppb.
(i)	MWD has developed a flavor-profile analysis method that can more accurately detect odor occurrences. For more information, contact MWD at (213) 217-6850.
(j)	Both PHG (issued by the Office of Environmental Health Hazard Assessment) and NL (issued by CA Department of Health Services) were set at 6 ppb. Perchlorate reporting level is 2 ppb.
(k)	Range for the plant influents and effluents were taken from quarterly samples. The distribution system-wide range was taken from nine (9) samples collected quarterly.
(l)	Average and range for the treatment plant effluents were taken from samples at the combined filter effluent.

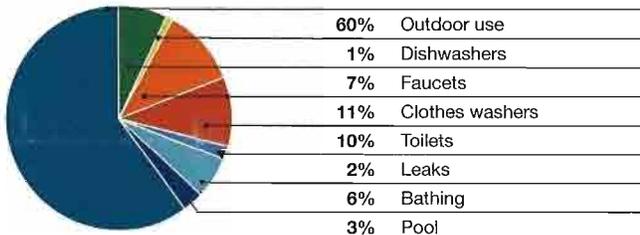
CFU/ml	Colony-Forming Units per Milliliter
DBP	Disinfection By-Products
DLR	Detection Limits for purposes of Reporting
HAA5	Halooacetic Acids (five)
MCL	Maximum Contaminant Level
MCLG	Maximum Contaminant Level Goal
MPN	Most Probable Number
MRDL	Maximum Residual Disinfectant Level
MRDLG	Maximum Residual Disinfectant Level Goal
N	Nitrogen
NA	Not Applicable
ND	None Detected
NL	Notification Level (also known as Action Level through 2004)
NTU	Nephelometric Turbidity Units
pCi/L	picoCuries per Liter
PHG	Public Health Goal
ppb	parts per billion or micrograms per liter (µg/L)
ppm	parts per million or milligrams per liter (mg/L)
ppt	parts per trillion or nanograms per liter (ng/L)
RAA	Running Annual Average
TOC	Total Organic Carbon
TTHM	Total Trihalomethanes
TT	Treatment Technique
µS/cm	microSiemen per centimeter; also equivalent to µmho/cm (micromho per centimeter)

Conservation

It's Easy to Conserve! San Diego County has a semi-arid climate that receives only about 10 inches of rainfall per year. This does not provide enough water to meet local needs and the region must import as much as 90 percent of its water from the Colorado River and Northern California. To maintain our quality of life and ensure adequate water supplies now and for future generations, San Diego county residents are encouraged to make a conscious effort to use our limited supply of water as efficiently as possible.



The Otay Water District offers a number of programs to save water both indoors and outdoors. For useful ways to conserve water around the house visit our Web site at www.otaywater.gov and click H₂OUSE or any of the other useful links.



ABOUT 60% OF THE WATER USED BY HOUSEHOLDS IS USED OUTDOORS. FOR INFORMATION ON WAYS TO SAVE WATER OUTDOORS, VISIT THE WATER CONSERVATION GARDEN OR CHECK OUT THEIR WEB SITE AT WWW.THEGARDEN.ORG

Fluoridation

Drinking water supplies for up to 18 million southern California residents will be fluoridated in early 2007. In 2003, the board of directors for the Metropolitan Water District of Southern California (MWD) adopted a policy of converting its water treatment processes to add this cavity fighting agent. MWD is a consortium of Southern California cities and water districts that provide drinking water to residents in Los Angeles, Orange, San Diego, Riverside, San Bernardino and Ventura counties.

In 1995, the State of California adopted the California Fluoridation Act that required all water systems with more than 10,000 service connections or customers to fluoridate their water. The Otay Water District buys water from the San Diego County Water Authority which has been treated by



MWD. MWD provides approximately half of all treated water consumed in San Diego County.

The Otay Water District neither advocates nor opposes fluoridation. As a community water district, regulated by state law, the Otay Water District has no decision in the fluoridation issue. It is the district's policy, however, to keep our customers fully informed on issues affecting your water.

Overwhelming evidence suggests that fluoridation is safe, beneficial, and needed regularly throughout life to protect teeth against tooth decay. To ensure additional gains in oral health, public health officials have urged that water fluoridation be extended to additional communities, and fluoride toothpaste should be used widely. Fluoride's benefits are particularly important for those Americans, especially children, who lack adequate access to dental care.

The Otay Water District encourages customers concerned about fluoridation or who are already taking fluoride supplements to talk to their medical or dental professional.

We encourage anyone with questions concerning fluoridation to visit the following Web sites:

Metropolitan Water District of Southern California
www.mwdh20.org

The American Dental Association
www.ada.org/public/topics/fluoride/news.asp

Center for Disease Control and Prevention
www.cdc.gov/mmwr/preview/mmwrhtml/rr5014a1.htm

1969 Otay and La Presa Boards of Directors vote unanimously to dissolve the La Presa County Water District. Otay Water District takes control of all La Presa assets and resources.

1979 Jamacha Basin Water Reclamation Facility opens to provide sewer service to the Middle Sweetwater River Basin.



For More Information

The Otay Water District appreciates your comments and questions. If you have questions about the information contained in this report, or our testing process, please contact Gary Stalker, System Operations Manager, at (619) 670-2228 or visit our Web site at www.otaywater.gov. You can also find help information by contacting the following agencies:

State of California Department of Health Services
 Office of Drinking Water
 601 N. Seventh Street – MS92
 Sacramento, CA 94234-7320
 (916) 449-5600
www.dhs.ca.gov/ps/ddwem/

United States Environmental Protection Agency
 Office of Water (4101M)
 1200 Pennsylvania Avenue, N.W.
 Washington, D.C. 20460
 Safe Drinking Water Hotline: (800) 426-4791
www.epa.gov/safewater

Este informe contiene información muy importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda bien.

Mahalaga ang impormasyong ito. Mangyaring ipasalin ito.

Chi tiết này thật quan trọng. Xin nhờ người dịch cho quý vị.

OTAY WATER DISTRICT
 2254 Sweetwater Springs Blvd.
 Spring Valley, CA 91978-2096
 (619) 670-2222
 E-mail: opinion_form@otaywater.gov
 Web site: www.otaywater.gov



1956-2006

THE OTAY WATER DISTRICT HAS PROVIDED HIGH QUALITY WATER TO THE EAST COUNTY AND SOUTH BAY SINCE 1956.

1986 Recycled water used for dust suppression and compaction in eastern Chula Vista.

1997 Otay Water District's new administrative office is dedicated.

2006 The Otay Water District celebrates its 50th Anniversary.