AGENDA
SPECIAL MEETING OF THE BOARD OF DIRECTORS
Wednesday, November 18, 2020 - 4 p.m.

DUE TO THE EVOLVING SITUATION WITH THE COVID-19 NOVEL CORONAVIRUS AND THE STATE OF CALIFORNIA STAY AT HOME ORDER, EXECUTIVE ORDER N-33-20, THIS MEETING SHALL ONLY BE AVAILABLE TO THE PUBLIC VIA TELECONFERENCE

To join this meeting via phone please dial:
1-669-900-6833 or 1-346-248-7799
Meeting ID: 864 2640 1129 & Meeting Password: 422734

The general public may not attend this meeting at the district’s offices due to social distancing requirements.

For public comments during the meeting, the board president will inquire prior to board discussion if there are any comments from the public on each item. Alternatively, if a member of the public prefers to submit their comment by email, the board secretary will submit any emailed comments to the board president. For purposes of submitting comments by email during the meeting, please send your email to sandy.janzen@helixwater.org

The public can send written comments to be received by the board secretary prior to 3 p.m. on November 18, 2020. The written comments will be read during public comments or the agenda item specified. Mail comments to the attention of: Sandra Janzen, Helix Water District, 7811 University Avenue, La Mesa, CA 91942 or email Ms. Janzen at sandy.janzen@helixwater.org

Assistance for those with disabilities: If you have a disability and need accommodation to participate in the meeting, please call Board Secretary Sandra L. Janzen at (619) 667-6232 for assistance so the necessary arrangements can be made.

OPEN MEETING

1. Call Meeting to Order and Roll Call
2. Invocation and Pledge of Allegiance – Director Hedberg
3. Approval of Agenda (Additions and/or Deletions)
Special Board of Directors Meeting  
Helix Water District  
Wednesday, November 18, 2020 – 4 p.m.  
Page 2

PUBLIC COMMENTS

4. Opportunity for Members of the Public to Address the Board on any Item under the Subject Matter Jurisdiction of the District

**Public Comment Procedure:** This is the time set aside for those wishing to address the board on matters not on the posted agenda, which are under the subject matter jurisdiction of the district. No action may be taken by the board except to set the matter presented for the next regular board meeting. State your name, topic and provide the secretary with a request to speak form so you can be properly included in the consideration of the item. Please limit your comments to three minutes so all who wish to speak can be heard. The board is not permitted during this time to enter into a dialogue with the speaker.

CONSENT AGENDA

5. Consent Agenda  
Acted on as One Item Unless Withdrawn by Request of a Board Member or a Member of the Public

a) Per Diem Claims  
Memorandum Dated November 18, 2020, from the Secretary of the Board Submitting Expense and Per Diem Claims for Approval

b) Minutes  
The Board Approve the Following Set of Minutes:

i. November 4, 2020, Special Board Meeting

c) Ratify Checks  
Operating Account Checks Submitted for Ratification:

i. Checks Dated November 6, 2020

ii. Checks Dated November 13, 2020

d) Resolution  
The Board Adopt the Following Resolution:

i. Resolution 20-41 Authorizing the Execution of the Quitclaim of the Easements over Assessor Parcel Numbers 495-440-27, 495-440-32, 495-480-04, 495-480-14, 500-030-55, 500-030-56, 500-030-61, 500-030-62 and 500-120-23, in Unincorporated La Mesa and Spring Valley, County of San Diego, State of California
ACTION ITEMS

6. The Board Authorize the General Manager to Execute a Professional Services Agreement with Ktua in the Amount of $228,494: and Appropriate Funds in the Amount of $258,000 from the Fiscal Year 2020-21 Capital Budget for the 30 Percent Design (Phase 1) of the Lake Jennings Campground Improvements Project CIP20009

7. The Board Consider Changes to the Policies and Procedures Manual and Set the Date and Time for the Public Hearing

8. The Board Adopt Resolution 20-42 Declaring Construction Complete and Authorize Filing a Notice of Completion for Greenfield and Madison Pipeline Project CIP19004

9. The Board Authorize the General Manager to Execute a Professional Services Agreement Not to Exceed $321,000 with Black and Veatch Corporation; and Appropriate Funds in the Amount of $389,000 from the Fiscal Year 2020-21 Capital Budget for the Design of the Johnstown Pump Station Rehabilitation/Replacement Project CIP20006

10. The Board Authorize the General Manager to Execute a Professional Services Agreement Not to Exceed $74,115 with Richard Brady and Associates Inc.; and Appropriate Funds in the Amount of $100,000 From the Fiscal Year 2020-21 Capital Budget for the Helix 1 Tank Planning Study CIP21006

DISCUSSION

11. President's Report
   a) Comment from the Public Regarding District Staff

12. Directors’ Comments and Reports on Meetings Attended
   a) San Diego County Water Authority
   b) Committee Chair

13. Discussion Regarding Regional Conveyance System Study

14. General Manager's Report
   a) Review of Future Agenda Items

15. General Counsel’s Report
REPORTS

16. Reports for the Month of October 2020:
   a) Financial
   b) Rainfall, Use and Storage
   c) System Demand
   d) Monthly Demand
   e) Conservation Status
   f) State Water Resources Control Board

ADJOURN TO CLOSED SESSION

17. Adjourn Open Session

CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
   Initiation of litigation pursuant to Government Code Section 54956.9 (d)(4)
   Number of cases: 1

ADJOURN CLOSED SESSION/RECONVENE OPEN SESSION

18. Adjournment of Closed Session to Reconvene Open Session

ADJOURNMENT

19. Adjournment of Special Board Meeting

All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the board. Such records shall be available at the district office located at 7811 University Avenue, La Mesa, California.

Certification of Posting

I certify that on November 13, 2020, I posted a copy of the foregoing agenda near the regular meeting place of the Helix Water District Board of Directors, said time being at least 72 hours in advance of the meeting of the board of directors (Government Code §54954.2(a)(1)).

Executed at La Mesa, California, on November 13, 2020.

Sandra L. Janzen, Secretary of the Board
BOARD REPORT

TO: Board of Directors
FROM: Carlos V. Lugo, General Manager
INITIATED BY: Jennifer C. Bryant, Director of Administrative Services
Sandra L. Janzen, Board Secretary
Sarah M. Sample, Administrative Assistant
DATE: November 18, 2020
SUBJECT: Expense and Per Diem Claims Submitted for Approval

Strategic Focus Area:
Fiscal Integrity and Sustainability

Background:

a) $ 225.00  Kathleen Coates Hedberg, per diem, California Water Policy: Time for Transformative Water Leadership, 10/20/20, Webinar
b) $ 225.00  DeAna R. Verbeke, per diem, California Water Policy: Time for Transformative Water Leadership, 10/20/20, Webinar
c) $ 225.00  DeAna R. Verbeke, per diem, Water Conservation Garden Authority Meeting, 10/27/20, Videoconference
d) $ 225.00  Mark Gracyk, per diem, Meeting with General Manager Carlos V. Lugo, 10/29/20, Videoconference
**Helix Water District**

**Expense Report and Claim for Reimbursement**

*All information and expenses submitted on this form are a public record and are in compliance with the policies and procedures manual Section 9.1-14 and Government Code Section 53232.2. Itemized receipts required.*

**Name:** Kathleen Coates Hedberg  
**Event Date(s):** October 20, 2020 to October 20, 2020

**Event/Meeting Attended:** California Water Policy Conference: Time for Transformative Water Leadership  
**Location of Event:** Webinar Series Via Zoom

**Event/Meeting Report:**

Webinar Keynote speaker Radhika Fox, CEO of U.S. Water Alliance spoke on "Time for Transformative Water Leadership." She focused that this is a pivotal moment, covid, recession, climate change. Look at big picture, make water relevant to people. Panel of experts on "Walking the Talk: How to Increase Water Sector Diversity." Lauren Ahkiam, Director of LAANE's Water Campaign *Rick Callender, CEO, Valley Water *Joone Lopez, GM, Moulton Niguel. focused pm adding diversity to the water industry, ensure all is at the table, to reflect our diverse communities. Engage more with economically challenged areas.

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Less Cash Advance

Less Spouse Reimbursement

Amount Due the Employee $225.00

I declare under penalty of perjury that the foregoing is true and correct and that the foregoing claimed expenses are reimbursable under the district’s policy.

Employee/Director Signature: [Signature]  
Date: 10/20/20

Department Head or General Manager: [Signature]  
Date: [Date]

Expense Claim Item: [Item]
### Helix Water District
#### Expense Report and Claim for Reimbursement

All information and expenses submitted on this form are a public record and are in compliance with the policies and procedures manual Section 9.1-14 and Government Code Section 53232.2. Itemized receipts required.

**Name:** DeAna R. Verbeke  
**Event Date(s):** October 20, 2020 to __________

**Event/Meeting Attended:** California Water Policy Webinar - Time for Transformative Water Leadership

**Location of Event:** Webinar

### Event/Meeting Report:

This webinar focused on diversity in the workplace stating we are at a moment of crisis and opportunity. Transformation leadership embraces complexity, think about the whole, not just their part, make water relevant to people’s lived experience, put equity at the center, tell our own water stories and find human connection. We should talk about diversity and be at the table with a true commitment to racial justice. We are being held accountable by our public to include diversity.

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**Less Paid by District (Noted with *)**

Less Cash Advance

Less Spouse Reimbursement

**Amount Due the Employee**

$225.00

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I declare under penalty of perjury that the foregoing is true and correct and that the foregoing claimed expenses are reimbursable under the district’s policy.

**Employee/Director Signature:** DeAna R. Verbeke  11/1/20

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**Department Head or General Manager Signature:**  
**Date:**  

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**Administrative Department**

Initial: BAF  
Date: 11/1/20

**Accounting Department**

Initial: BL  
Date: 11/6/20

Approved for payment by board action this 11/18 day of 2020.

Sandra L. Janzen, Board Secretary

Expense Claim Item:
# Helix Water District

## Expense Report and Claim for Reimbursement

All information and expenses submitted on this form are a public record and are in compliance with the policies and procedures manual Section 9.1-14 and Government Code Section 53232.2. Itemized receipts required.

### Name:
DeAna R. Verbeke

### Event Date(s):
October 27, 2020 to

### Event/Meeting Attended:
Water Conservation Garden Authority Meeting

### Location of Event:
Via Videoconference

### Event/Meeting Report:
Many improvements over past 90 days, including considerable increase in memberships (mostly families), 10yr strategic plan update in process, wifi added throughout the Garden, wifi controlled irrigation project complete (model for the public), QR coding underway on exhibits, Revenue driving roles for staff, Bee Hive Marketing, scan code membership card for data tracking, website upgrade, discounts for water agency employees. Increased funding through grants, donations, and fundraising virtual events. Weddings resuming.

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I declare under penalty of perjury that the foregoing is true and correct and that the foregoing claimed expenses are reimbursable under the district's policy.

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Employee/Director Signature: DeAna R. Verbeke  Date: 11/1/20

Department Head or General Manager Signature:  Date:  

Sandra L. Janzen, Board Secretary  Expense Claim Item:  

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Administrative Department:  Initial: 8/1/20

Accounting Department:  Initial: 8/1/20

Approved for payment by board action this 11-6-2020 day of  

ANNUAL MEETING 2020.
Helix Water District
Expense Report and Claim for Reimbursement

All information and expenses submitted on this form are a public record and are in compliance with the policies and procedures manual Section 9.1-14 and Government Code Section 53232.2. Itemized receipts required.

Name: Mark Gracyk  
Event Date(s): October 29, 2020 to 

Event/Meeting Attended: Meeting with General Manager Carlos V. Lugo
Location of Event: Via Videoconference

Event/Meeting Report:
Discussed topics of mutual interest to general manager, board president, staff, general public, ratepayers and board. Topics included, but were not limited to, Flume Road update, El Monte Valley update, November Chair Newsletter, CWA, RCS workshop, Harry Griffen Park, pension liability payments.

Date | Date | Date | Date | Date | Total
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10/29/20 | 225.00 | $225.00
Conference/Meeting Fee | $0.00
Airfare | $0.00
Lodging | $0.00
Mileage – Insert # of Miles \( \times 0.575 \) | $0.00
Maximum Meal Allowance Per Day: $75
Breakfast | $0.00
Lunch | $0.00
Dinner | $0.00
Car Rental | $0.00
Taxi/Shuttle | $0.00
Internet Use | $0.00
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Total Expenses | $225.00 | $0.00 | $0.00 | $0.00 | $0.00 | $225.00
Less Paid by District (Noted with *) | -$0.00
Less Cash Advance | -$0.00
Less Spouse Reimbursement | -$0.00
Amount Due the Employee | $225.00

I declare under penalty of perjury that the foregoing is true and correct and that the foregoing claimed expenses are reimbursable under the district's policy.

Employee/Director Signature 11/1/20

Department Head or General Manager Signature Date

Sandra L. Janzen, Board Secretary
Expense Claim Item: Q

Administrative Department  
Initial:  
Date: 11/5/20

Accounting Department  
Initial: BL  
Date: 11-6-20  
Approved for payment by board action this 18th day of November, 2020.
1. President Gracyk called the special board meeting to order at 4:01 p.m. and turned the meeting over to Board Secretary Sandra L. Janzen to verify all board members, staff and members of the public could hear one another and that everyone could identify the board members by voice recognition or video image.

The roll call showed a quorum of the board present via electronic conferencing software. Directors Gracyk, Verbeke, Hedberg, Scalzitti and McMillan were present.

Staff present: Lugo, Olney, Tomasulo, Bryant, Miller, Ross, Janzen, Garuba, Lyford, Palechek, Curtis, Lunde, Lundy, Pope and Andrews. General Counsel Elizabeth W. Hull of Best Best & Krieger was also present.

Others present: San Diego County Water Authority Principal Public Affairs Representative Risa Brown, Brownstein Hyatt Farber Schreck Policy Assistant Victoria Barba and several unidentified participants were present.

2. Vice President Verbeke provided the invocation and led the Pledge of Allegiance.

3. General Manager Carlos V. Lugo reported there were no additions or deletions to the agenda. There were no public or board comments. The motion to approve the agenda carried unanimously by roll call vote.

   Motion: Verbeke
   Second: Scalzitti

4. President Gracyk provided opportunity for members of the public to address the board on any item under the subject matter jurisdiction of the district. There were no public
comments. President Gracyk congratulated Directors McMillan and Scalzitti for their strong leads in the election.

CONSENT AGENDA

5. The motion to approve the consent agenda carried unanimously by roll call vote. There were no public comments.

Motion: Hedberg
Second: Verbeke

a) Memorandum dated November 4, 2020, from the Secretary of the Board Sandra L. Janzen submitting expense and per diem claims was approved.

b) The board approved the following sets of minutes:
   i. October 21, 2020, special board meeting
   ii. October 28, 2020, Committee of the Board meeting
   iii. October 29, 2020, Special Finance and Administration Committee meeting

c) The operating account checks submitted for ratification were approved:
   i. Checks dated October 23, 2020
   ii. Checks dated October 30, 2020

d) The board adopted the following resolutions:
   i. Resolution 20-39 authorizing the execution of the quitclaim of the easement over portions of assessor parcel numbers 514-180-07 and 514-331-05, in unincorporated Spring Valley, county of San Diego, state of California
   ii. Resolution 20-40 declaring construction complete and authorized filing a notice of completion for Shasta Homes project RMB18031

e) The board approved the following attendance considerations:
   i. California Water Policy Conference
      Time for Transformative Water Leadership and Walking the Talk: How to Increase Water Sector Diversity Webinar, October 20, 2020 at 2 p.m.
   ii. San Diego County Water Authority
      Regional Conveyance System – Economic Study Session Video/Teleconference, October 27, 2020 at 10 a.m.
**ACTION ITEMS**

6. The board appropriated and approved the expenditure of funds in the amount of $269,000 from the fiscal year 2020-21 capital budget and authorized the sole source contract with Otis Elevator Company in an amount not to exceed $263,835 for the administration office elevator rehabilitation project CIP21401. There were no public comments. The motion carried unanimously by roll call vote.

   Motion: Scalzitti  
   Second: Verbeke

   Facilities Manager Joseph J. Garuba presented the item and answered all questions regarding the permitting and the continued maintenance/warranty of the project work. All directors expressed gratitude for the focus on safety and the continued maintenance of the elevator system. Mr. Garuba will provide the board additional information regarding the expected lifespan of the treatment plant and operations center elevators.

7. The board authorized General Manager Carlos V. Lugo to execute an agreement for professional services with Infosend for bill printing, insert and mailing services for four years with an additional two-year renewal option. There were no public comments. The motion carried unanimously by roll call vote.

   Motion: Scalzitti  
   Second: Verbeke

   Customer Service Manager Sonya M. Andrews provided a PowerPoint presentation. President Gracyk, Vice President Verbeke and Director Scalzitti expressed appreciation Infosend is easy for staff to work with and that the pricing has remained relatively flat since the last contract.

**DISCUSSION**

8. President Gracyk reported that he would attend the virtual Lemon Grove Community Garden Membership meeting with Public Affairs Representative Vincent R. Dambrose, III on Saturday, November 7, 2020 at 9:30 a.m. In addition, President Gracyk will attend the November 9, 2020 virtual open house at Cuyamaca College in honor of Veterans Day, the November 17, 2020 virtual Council of Water Utilities meeting at 8 a.m., followed at 10 a.m. by the virtual Regional Presidents and General Managers meeting.

   Secretary of the Board Sandra L. Janzen reported that the district received customer compliments regarding the outstanding service provided by: Meter Services Field Representative Victor A. Romero, Customer Service Representative Deborah A. Copher and Lake Jennings’ part-time Assistant Maintenance Ranger Raymond Estrada.
9. President Gracyk, Director Hedberg and Director McMillan provided written reports. In addition, Vice President Verbeke reported she has stayed busy with the Association of California Water Agencies Region 10 plans for the Fall Association of California Water Agencies conference and encouraged all to attend. In addition, Vice President Verbeke reported she is attending a series of webinar sessions with ACWA that she highly recommended to the board.

Directors McMillan and Scalzitti reported they met with General Manager Carlos V. Lugo and his team on October 30, 2020, regarding potential land sales and potential campground improvements. Recommendations for the campground will be provided during the November 18, 2020, special board meeting.

Directors Hedberg and Scalzitti reported that there will be changes on the San Diego County Water Authority Board of Directors following the general election. Director Hedberg shared that she attended the November 4, 2020, Metropolitan Water District of Southern California Delegates meeting highlighting the collaborative efforts of agencies sharing costs for larger projects. Director Hedberg reported attending the October 29, 2020 Special Finance and Administration Committee meeting with a discussion regarding the Proposition 218 schedule and the benefits of a Section 115 Trust.

Director McMillan also attended the Finance and Administration Committee meeting and shared that the trust will be discussed at a future board meeting as an investment option to provide a higher rate of return over current investments. Director McMillan thanked the board and staff for their work over the years keeping his election process smooth. There were no public comments.

10. President Gracyk opened the board discussion regarding the regional conveyance system study. The board directed General Manager Carlos V. Lugo to draft a letter for the district’s San Diego County Water Authority Board of Directors representatives to sign requesting SDCWA delay a vote on the regional conveyance system until February. Director McMillan reported regional boards need time to receive and evaluate new information regarding the project prior to making a recommendation. Board Secretary Sandra L. Janzen was directed to contact the SDCWA for the question and answer transcripts from the workshop conducted by the SDCWA Water Academy on October 27, 2020.

11. General Manager Carlos V. Lugo detailed the upcoming agenda items for the board meetings scheduled on November 18, 2020, December 9 and 16, 2020 and January 6, 2021. Mr. Lugo reported the district provided emergency mutual assistance to Padre Dam Municipal Water District during a large water leak near Cuyamaca and Highway 52. The assistance allowed PDMWD crews to meet mandatory rest requirements. Mr. Lugo reminded the board of SDCWA’s November 12, 2020, 1:30 p.m. Special Water Planning and Environmental Committee meeting. There were no public comments.
12. General Counsel Elizabeth W. Hull reported that the Association of California Water Agencies is requesting the California Supreme Court to depublish the opinion addressing the decision in Malott v. Summerland Sanitary District, which could encourage ratepayers to bypass an agency’s Proposition 218 ratemaking process and take districts straight to court. Director Hedberg requested Ms. Hull keep the board informed regarding any developments in this case. There were no public comments.

INFORMATION ITEM

13. The board received an update regarding the treatment plant ozone project from Water Treatment Plant Manager Larry W. Lyford. The board thanked Mr. Lyford for the PowerPoint presentation and recognized Henry Palechek, Thomas J. Pearce, Director of Water Quality and System Operations Brian M. Olney and their teams. Vice President Verbeke suggested a newsletter article for customers to hear about the expertise needed for this project and the savings staff provided the ratepayers. General Manager Carlos V. Lugo also thanked staff for their impressive accomplishments. There were no public comments.

ADJOURNMENT

14. President Gracyk adjourned the special board meeting at 5:43 p.m.

________________________________________________________________________

Mark Gracyk, President

ATTEST:

________________________________________________________________________

Sandra L. Janzen, Secretary of the Board
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## Helix Water District, CA

**PAID CHECK RUN REPORT**

**CHECK RUN:** 11062020  
**TO FISCAL 2021/05 07/01/2020 TO 06/30/2021**

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1042003 | 6009 | Office Supplies | 102.94 | 102.94 | 102.94
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1021001 | 6307 | Sewer | 183.06 | 183.06 | 183.06
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## CHECK RUN: 11062020

### TO FISCAL 2021/05 07/01/2020 TO 06/30/2021

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## ROBYN PAID CHECK RUN REPORT

**CHECK RUN:** 11062020  
**To Fiscal 2021/05 07/01/2020 to 06/30/2021**

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*CHECK RUN:11062020 TO FISCAL 2021/05 07/01/2020 TO 06/30/2021*
### Helix Water District, CA

**PAID CHECK RUN REPORT**

**CHECK RUN:** 11062020  
**TO FISCAL 2021/05 07/01/2020 TO 06/30/2021**

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## Paid Check Run Report

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  - 2,817.08 YTD invoiced
  - 3,918.75 YTD paid
  - 1,490.57

**Vendor Summary:**

- **Other Expenditures:**
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  - 483.84
  - 114.72
  - 36.00
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  - 15.00
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  - 95.50
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  - 108.30
  - 15.40
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**Total YTD Invoiced:**

- **2,817.08**

**Total YTD Paid:**

- **3,918.75**
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** END OF REPORT - Generated by Robyn Chambers **
## Check Run: 11132020

To Fiscal 2021/05 07/01/2020 To 06/30/2021

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TO FISCAL 2021/05 07/01/2020 TO 06/30/2021
# Check Run Report

**Company:** Helix Water District, CA  
**Date:** 11/10/2020 11:50

**Check Run:** 11/13/2020 to Fiscal 2021/05 07/01/2020 to 06/30/2021

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- **3,627.75 YTD Paid:**
- **3,818.24 YTD Invoiced:** $129.36
- **3,818.24 YTD Paid:**
- **70.00 YTD Invoiced:** $20.00
- **70.00 YTD Paid:**
- **33,748.76 YTD Invoiced:** $2,854.47
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- **17,516.00 YTD Paid:**
## CHECK RUN: 11132020

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## Helix Water District

**CHECK RUN: 11132020**  
**TO FISCAL 2021/05 07/01/2020 TO 06/30/2021**

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**INVOICE:** 9705880178  
11/03/20 | 211434 | 206642 | P | 11/13/20 | 1011003 | 6200 | Repairs & Maintenance | 107.74 |
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11/04/20 | 211495 | 206642 | P | 11/13/20 | 1011003 | 6200 | Repairs & Maintenance | 107.89 |
**VENDOR TOTALS** | | | | | 23,613.52 | YTD INVOICED | 23,914.18 | YTD PAID | 462.71 |
**11685 GUARD MANAGEMENT, INC.**  
**INVOICE:** 11/02/20 | 211158 | 7836 | T | 11/13/20 | 1021003 | 6400 | Contracts (Miscellaneous) | 910.00 |
**VENDOR TOTALS** | | | | | 2,227.00 | YTD INVOICED | 2,227.00 | YTD PAID | 910.00 |
**10011 HARRINGTON**  
**INVOICE:** 11/06/20 | 211217 | 206643 | P | 11/13/20 | 1011003 | 6200 | Repairs & Maintenance | 573.25 |
**INVOICE:** 11/06/20 | 211217 | 206643 | P | 11/13/20 | 1011003 | 7816 | Freight | .00 |
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**VENDOR TOTALS** | | | | | 9,335.33 | YTD INVOICED | 9,335.33 | YTD PAID | 824.54 |
**10110 HAWTHORNE**  
**INVOICE:** 11/02/20 | 211478 | 7837 | T | 11/13/20 | 1023001 | 6000 | Parts and Supplies | 5.15 |
**VENDOR TOTALS** | | | | | 3,920.70 | YTD INVOICED | 3,920.70 | YTD PAID | 5.15 |
**10337 HELIX WATER DIST PAYROLL FUND**  
**INVOICE:** 11/13/20 | | 7838 | T | 11/13/20 | 1103 | | Union Bank Payroll Accoun | 737,702.53 |
**VENDOR TOTALS** | | | | | 6,331,989.68 | YTD INVOICED | 6,331,989.68 | YTD PAID | 737,702.53 |
**10073 PETTY CASH**  
**INVOICE:** 11/06/20 | 7839 | T | 11/13/20 | 1104 | | Union Bank Petty Cash | .54 |
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**10275 HILL BROTHERS CHEMICAL CO**  
**INVOICE:** 10/31/20 | 7840 | T | 11/13/20 | 1011001 | 5302 | Ammonia | 4,151.74 |
**VENDOR TOTALS** | | | | | 24,899.34 | YTD INVOICED | 24,899.34 | YTD PAID | 4,151.74 |
**10670 HUDSON SAFE-T-LITE RENTALS**  
**INVOICE:** 10/28/20 | 211472 | 7841 | T | 11/13/20 | 9701 | | WIP Private Non-Capitaliz | 108.25 |
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** END OF REPORT - Generated by Robyn Chambers **
BOARD REPORT

TO: Board of Directors
FROM: Carlos V. Lugo, General Manager
INITIATED BY: James A. Tomasulo, Director of Engineering
Milica K. Schipper, Engineering Manager
Debra S. Lundy, Senior Right of Way Agent/Environmental Analyst
DATE: November 18, 2020
SUBJECT: Adopt a Resolution Authorizing the Execution of the Quitclaims

Strategic Focus Area:
Infrastructure

Recommendation:
The board adopt Resolution 20-41 authorizing the execution of the quitclaim of the easements over assessor parcel numbers 495-440-27, 495-440-32, 495-480-04, 495-480-14, 500-030-55, 500-030-56, 500-030-61, 500-030-62 and 500-120-23, in unincorporated La Mesa and Spring Valley, county of San Diego, state of California.

Background:
As part of its cast-iron pipeline replacement project CIP19008, the district acquired new easements for relocation of water meters to improve accessibility on the subject properties located within unincorporated communities of La Mesa and Spring Valley, county of San Diego, state of California, as generally depicted on Attachment A. The easement areas to be
The easement documents to be quitclaimed are recorded in official records as follows:

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With the facilities relocated out of the easement areas, the subject easement areas are no longer needed and can be quitclaimed in accordance with Helix Water District policy, as outlined in the district’s easement management plan.

If authorized by this action, the easements will be quitclaimed to the fee owners listed in the above table.

Attachments:
Attachment A – Director Divisions Map
Attachment B – Site Map
Attachment C – Quitclaim Deeds
RESOLUTION 20-41
OF THE BOARD OF DIRECTORS OF HELIX WATER DISTRICT
AUTHORIZING THE EXECUTION OF THE QUITCLAIM OF EASEMENTS
OVER PORTIONS OF ASSESSOR PARCEL NUMBERS
495-440-27, 495-440-32, 495-480-04, 495-480-14, 500-030-55, 500-030-56, 500-030-61, 500-
030-62 AND 500-120-23 IN UNINCORPORATED LA MESA AND SPRING VALLEY,
COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

WHEREAS, quitclaim deeds have been presented to the Helix Water District Board of
Directors, copies of which are attached here; and

WHEREAS, it is in the interest of the district to approve and execute said deeds;

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED by the
Helix Water District Board of Directors as follows:

1. That said deeds be and hereby are approved.

2. That property described in said deeds is no longer necessary for district
purposes.

3. That the president and secretary be and they hereby are authorized and
directed to execute said deeds on behalf of the district and the secretary is authorized to
deliver said deeds to the parties named therein.

PASSED, ADOPTED AND APPROVED this 18th day of November 2020, by the following
vote:

AYES:

NOES:

ABSENT:

________________________________________
Mark Gracyk, President

ATTEST:

________________________________________
Sandra L. Janzen, Secretary of the Board
Attachment A
Helix Water District Director Divisions Map
CIP19008
Attachment B
Site Map
CIP19008

APNs: 500-120-23; 495-440-32; 500-030-55 & 56; 500-030-61 & 62

Easements to be Quitclaimed are shown by the pink hatched areas, where facilities have been removed (grey dashed line).

APNs: 495-480-14; 495-440-27; 495-480-04

Easements to be Quitclaimed are shown by the pink hatched areas. There are no facilities installed in these easements.
Attachment C
Easement Quitclaim Deeds
CIP19008
Pursuant to authority of a resolution of its Board of Directors, the HELIX WATER DISTRICT, an irrigation district organized and operating under the California Irrigation District Law, Water Code Section 20500 et seq., situated wholly in the County of San Diego, State of California, hereby quitclaims to GILBERT FAMILY TRUST dated March 26, 2004, all of its right, title and interest in and to that certain easement as granted to said District by the Grant of Easement Document recorded February 27, 1924, in Book 1600, Page 163 of Official Records, filed in the Office of the County Recorder of San Diego County, State of California, as more particularly described as follows:

ATTACHED EXHIBITS A & B

IN WITNESS WHEREOF, said District has caused this Quitclaim Deed to be executed, acknowledged and delivered by the President and Secretary of the Board of Directors of said District, this ___ day of ________________, 2020.

HELIX WATER DISTRICT

BY: ______________________________________
Mark Gracyk, President of its Board of Directors

BY: ______________________________________
Sandra L. Janzen, Secretary of its Board of Directors
EXHIBIT A

PORTION OF APN 500-120-23

A PORTION OF THAT PROPERTY GRANTED TO WALTER L. GILBERT AND RUTH T. GILBERT, HUSBAND AND WIFE, AS JOINT TENANTS IN DEED DOCUMENT NO. 527887, DATED JUNE 21, 2002 IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS:

THE NORTHERLY 25 FEET OF THE EASTERLY 25 FEET OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS DESCRIBED IN A GRANT OF EASEMENT DOCUMENT TO THE LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT IN BOOK 1600, PAGE 163 OF OFFICIAL DOCUMENTS ON FEBRUARY 27TH, 1924

SAID TRACT OF LAND CONTAINS 625 SQUARE FEET OF LAND, MORE OR LESS.
HELIx WATER DISTRICT
QUITCLAIM OF EASEMENT OVER A PORTION OF
THE SW 1/4 OF THE NW 1/4 OF SECTION 28,
TOWNSHIP 16 SOUTH, RANGE 1 WEST, SBM IN
EL CAJON, CA

DRAWN BY: BRISENDINE  DATE: AUGUST 31, 2020
SCALE: 1' = 40'  APN: 500-120-23
H.W.O. MAP: P-428-B  SHEET 1 OF 1  CIP19008
EASEMENT QUITCLAIM DEED

Pursuant to authority of a resolution of its Board of Directors, the HELIX WATER DISTRICT, an irrigation district organized and operating under the California Irrigation District Law, Water Code Section 20500 et seq., situated wholly in the County of San Diego, State of California, hereby quitclaims to JASON FRANK and TORY E. DAVIS-FRANK, husband and wife as joint tenants, all of its right, title and interest in and to those certain easements as granted to said District by the Grant of Easement Document recorded February 27, 1929, in Book 1593, Page 188, of Official Records, filed in the Office of the County Recorder of San Diego County, State of California, as more particularly described as follows:

ATTACHED EXHIBITS A & B

IN WITNESS WHEREOF, said District has caused this Quitclaim Deed to be executed, acknowledged and delivered by the President and Secretary of the Board of Directors of said District, this ___ day of ________________, 2020.

HELIX WATER DISTRICT

BY: __________________________________
Mark Gracyk, President of its Board of Directors

BY: __________________________________
Sandra L. Janzen, Secretary of its Board of Directors
EXHIBIT A

PORTION OF APN 495-440-32

ALL THAT PORTION OF LOT 9 OF MOUNT HELIX HIGHLANDS UNIT NO. 1, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 5786, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON SEPTEMBER 28, 1966. SAID PORTION OF LOT 9 BEING GRANTED TO THE LA MESA, LEMON GROVE & SPRING VALLEY IRRIGATION DISTRICT IN BOOK 1593, PAGE 188 OF OFFICIAL RECORDS DATED FEBRUARY 27TH, 1929 AND MORE PARTICULARLY DESCRIBED AS:

THE WESTERLY 25.00 FEET OF THE EASTERLY 58.57 FEET OF THE NORTHERLY 10.00 FEET OF SAID LOT 9.

SAID TRACT OF LAND CONTAINS 250 SQUARE FEET OF LAND, MORE OR LESS.
LOT 9 AND PORTIONS OF LOTS 11, 12 & 13 MAP 5786

LEGEND

- EASEMENT AREA (680.4 SF)
- RECORD DATA PER MAP 5786

HELIX WATER DISTRICT
QUITCLAIM OF EASEMENT OVER A PORTION OF LOT 9 OF MAP 5786 IN EL CAJON, CA

DRAWN BY: BRISENDINE DATE: AUGUST 26, 2020
SCALE: 1"=40' APN: 495-440-32
H.W.D. MAP: P-421-C SHEET 1 OF 1
EASEMENT QUITCLAIM DEED

Pursuant to authority of a resolution of its Board of Directors, the HELIX WATER DISTRICT, an irrigation district organized and operating under the California Irrigation District Law, Water Code Section 20500 et seq., situated wholly in the County of San Diego, State of California, hereby quitclaims to JASON FRANK and TORY E. DAVIS-FRANK, husband and wife as joint tenants, all of its right, title and interest in and to those certain easements as granted to said District by the Grant of Easement Document recorded May 5, 1967, Document No. 63490, of Official Records, filed in the Office of the County Recorder of San Diego County, State of California, as more particularly described as follows:

ATTACHED EXHIBITS A & B

IN WITNESS WHEREOF, said District has caused this Quitclaim Deed to be executed, acknowledged and delivered by the President and Secretary of the Board of Directors of said District, this ___ day of ____________________, 2020.

HELIX WATER DISTRICT

BY: _______________________________________
Mark Gracyk, President of its Board of Directors

BY: _______________________________________
Sandra L. Janzen, Secretary of its Board of Directors
PORTION OF APN 495-440-32

ALL THAT PORTION OF LOT 9 OF MOUNT HELIX HIGHLANDS UNIT NO. 1, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 5786, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON SEPTEMBER 28, 1966. SAID PORTION OF LOT 9 BEING GRANTED TO THE HELIX IRRIGATION DISTRICT IN GRANT OF EASEMENT DOCUMENT NO. 63490 DATED MAY 5TH, 1967 AND MORE PARTICULARLY DESCRIBED AS:

THE EASTERLY 68.04 FEET OF THE NORTHERLY 10.00 FEET OF SAID LOT 9, BEING PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 15 AND MEASURED ALONG THE CENTERLINE OF SAID 10.00 FOOT STRIP.

SAID TRACT OF LAND CONTAINS 680.4 SQUARE FEET OF LAND, MORE OR LESS.
LOT 9 AND PORTIONS OF LOTS 11, 12 & 13 MAP 5786

LEGEND

- EASEMENT AREA (680.4 SF)
- RECORD DATA PER MAP 5786

HELIX WATER DISTRICT
QUITCLAIM OF EASEMENT OVER A PORTION OF LOT 9 OF MAP 5786 IN EL CAJON, CA

DRAWN BY: BRISENDINE DATE: AUGUST 26, 2020
SCALE: 1' = 40'
APN: 495-440-32
H.W.D. MAP: P-421-C SHEET 1 OF 1

CIP19008
Pursuant to authority of a resolution of its Board of Directors, the HELIX WATER DISTRICT, an irrigation district organized and operating under the California Irrigation District Law, Water Code Section 20500 et seq., situated wholly in the County of San Diego, State of California, hereby quitclaims to DUNCAN FAMILY TRUST dated October 8, 1987, all of its right, title and interest in and to that certain easement as granted to said District by the Grant of Easement Document recorded July 29, 1974, Document No. 202816, of Official Records, filed in the Office of the County Recorder of San Diego County, State of California, as more particularly described as follows:

ATTACHED EXHIBITS A & B

IN WITNESS WHEREOF, said District has caused this Quitclaim Deed to be executed, acknowledged and delivered by the President and Secretary of the Board of Directors of said District, this ___ day of ________________, 2020.

HELIX WATER DISTRICT

BY: ______________________________________
    Mark Gracyk, President of its Board of Directors

BY: ______________________________________
    Sandra L. Janzen, Secretary of its Board of Directors
EXHIBIT A

PORTION OF APN 495-480-14

A PORTION OF LOT 1 OF GRANDVIEW MANOR, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 7804, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON NOVEMBER 30TH, 1973. SAID PORTION OF LOT 1 BEING GRANTED TO THE HELIX WATER DISTRICT IN GRANT OF EASEMENT DOCUMENT NO. 202816 DATED JULY 29TH, 1974 AND MORE PARTICULARLY DESCRIBED AS:

ALL OF THAT 10 FOOT WIDE STRIP ACROSS THE EASTERLY 97.00 FEET OF THE SOUTHERLY 10 FEET OF SAID LOT 1, AS MEASURED ALONG AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1 AS SHOWN AND DESCRIBED IN SAID GRANT OF EASEMENT DOCUMENT NO. 202816.

SAID TRACT OF LAND CONTAINS 951.4 SQUARE FEET OF LAND, MORE OR LESS.
EXHIBIT B

LOT 1

MAP 7804

LEGEND

= EASEMENT AREA (951.4 SF)
= RECORD DATA PER MAP 7804

HELIX WATER DISTRICT

QUITCLAIM OF EASEMENT OVER A PORTION OF LOT 1 OF MAP 7804 IN EL CAJON, CA

DRAWN BY: BRISENDINE DATE: AUGUST 26, 2020
SCALE: 1"=50' APN: 495-480-14
H.W.D. MAP: P-421-C SHEET 1 OF 1

CIP19008
EASEMENT QUITCLAIM DEED

Pursuant to authority of a resolution of its Board of Directors, the HELIX WATER DISTRICT, an irrigation district organized and operating under the California Irrigation District Law, Water Code Section 20500 et seq., situated wholly in the County of San Diego, State of California, hereby quitclaims to DUNCAN FAMILY TRUST dated October 8, 1987, all of its right, title and interest in and to that certain easement as granted to said District by the Grant of Easement Document recorded June 30, 1966, Document No. 12184, of Official Records, filed in the Office of the County Recorder of San Diego County, State of California, as more particularly described as follows:

ATTACHED EXHIBITS A & B

IN WITNESS WHEREOF, said District has caused this Quitclaim Deed to be executed, acknowledged and delivered by the President and Secretary of the Board of Directors of said District, this ___ day of ________________, 2020.

HELIX WATER DISTRICT

BY: ___________________________
Mark Gracyk, President of its Board of Directors

BY: ___________________________
Sandra L. Janzen, Secretary of its Board of Directors
EXHIBIT A

PORTION OF APN 495-480-14

A PORTION OF LOT 1 OF GRANDVIEW MANOR, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 7804, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON NOVEMBER 30TH, 1973. SAID PORTION OF LOT 1 BEING GRANTED TO THE HELIX IRRIGATION DISTRICT IN RESOLUTION DOCUMENT NO. 12184 DATED JUNE 30TH, 1966 AND MORE PARTICULARLY DESCRIBED AS:

A 20 FOOT WIDE STRIP ACROSS THE EASTERLY 105.27 FEET, MORE OR LESS, OF THE SOUTHERLY 20 FEET OF SAID LOT 1, AS MEASURED ALONG AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1.

SAID TRACT OF LAND CONTAINS 2032.0 SQUARE FEET OF LAND, MORE OR LESS.
EXHIBIT B

LOT 1  MAP 7804

LEGEND

= EASEMENT AREA (2032.0 SF)
( )= RECORD DATA PER MAP 7804

HELIX WATER DISTRICT
QUITCLAIM OF EASEMENT OVER A
PORTION OF LOT 1 OF MAP 7804 IN
EL CAJON, CA

DRAWN BY: BRISENINE DATE: AUGUST 26, 2020
SCALE: 1"=50" APN: 495-480-14
P.I.W.D. MAP: P-421-C SHEET 1 OF 1

CIP19008
EASEMENT QUITCLAIM DEED

Pursuant to authority of a resolution of its Board of Directors, the HELIX WATER DISTRICT, an irrigation district organized and operating under the California Irrigation District Law, Water Code Section 20500 et seq., situated wholly in the County of San Diego, State of California, hereby quitclaims to DUNCAN FAMILY TRUST dated October 8, 1987, all of its right, title and interest in and to that certain easement as granted to said District by the Grant of Easement Document recorded February 27, 1929, Book 1593, Page 188, of Official Records, filed in the Office of the County Recorder of San Diego County, State of California, as more particularly described as follows:

ATTACHED EXHIBITS A & B

IN WITNESS WHEREOF, said District has caused this Quitclaim Deed to be executed, acknowledged and delivered by the President and Secretary of the Board of Directors of said District, this ___ day of ____________________, 2020.

HELIX WATER DISTRICT

BY: ________________________________
Mark Gracyk, President of its Board of Directors

BY: ________________________________
Sandra L. Janzen, Secretary of its Board of Directors
PORTION OF APN 495-480-14

A PORTION OF LOT 1 OF GRANDVIEW MANOR, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 7804, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON NOVEMBER 30TH, 1973. SAID PORTION OF LOT 1 BEING GRANTED TO THE LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT IN BOOK 1593, PAGE 188 OF OFFICIAL DOCUMENTS DATED FEBRUARY 27TH, 1929 AND MORE PARTICULARLY DESCRIBED AS:


SAID TRACT OF LAND CONTAINS 2449.7 SQUARE FEET OF LAND, MORE OR LESS.
HELIx WATER DISTRICT

QUITCLAIM OF EASEMENT OVER A PORTION OF LOT 1 OF MAP 7804 IN EL CAJON, CA

DRAWN BY: BRISENDINE DATE: AUGUST 26, 2020
SCALE: 1"=50' APN: 495-480-14
H.W.D. MAP: P-421-C SHEET 1 OF 1

CIP19008
EASEMENT QUITCLAIM DEED

Pursuant to authority of a resolution of its Board of Directors, the HELIX WATER DISTRICT, an irrigation district organized and operating under the California Irrigation District Law, Water Code Section 20500 et seq., situated wholly in the County of San Diego, State of California, hereby quitclaims to BRANDON SWENSON, a single man as to an undivided 50% interest, and EULOGIO MENDOZA and ELENA MENDOZA, husband and wife as to an undivided 50% interest as tenants in common, all of its right, title and interest in and to that certain easement as granted to said District by the Grant of Easement Document recorded May 5, 1967, Document No. 63490, of Official Records, filed in the Office of the County Recorder of San Diego County, State of California, as more particularly described as follows:

ATTACHED EXHIBITS A & B

IN WITNESS WHEREOF, said District has caused this Quitclaim Deed to be executed, acknowledged and delivered by the President and Secretary of the Board of Directors of said District, this ___ day of ________________, 2020.

HELIX WATER DISTRICT

BY: ________________________________
Mark Gracyk, President of its Board of Directors

BY: ________________________________
Sandra L. Janzen, Secretary of its Board of Directors
EXHIBIT A

PORTION OF APN 495-440-27

ALL THAT PORTION OF LOT 15 OF MOUNT HELIX HIGHLANDS UNIT NO. 1, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 5786, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON SEPTEMBER 28, 1966. SAID PORTION OF LOT 15 BEING GRANTED TO THE HELIX IRRIGATION DISTRICT IN GRANT OF EASEMENT DOCUMENT NO. 63490 DATED MAY 5TH, 1967 AND MORE PARTICULARLY DESCRIBED AS:

THE NORTHERLY 10.00 FEET OF SAID LOT 9, BEING PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 15.

SAID TRACT OF LAND CONTAINS 963.7 SQUARE FEET OF LAND, MORE OR LESS.
LOT 15
MAP 5786

EXHIBIT B

LEGEND

= EASEMENT AREA (963.7 SF)
( ) = RECORD DATA PER MAP 5786

HELIX WATER DISTRICT
QUITCLAIM OF EASEMENT OVER A PORTION OF LOT 15 OF MAP 5786 IN EL CAJON, CA

DRAWN BY: BRISENDINE DATE: AUGUST 26, 2020
SCALE: 1" = 40' APN: 495-440-27
H.W.D.: MAP: P-421-C SHEET 1 OF 1 CIP19008
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Helix Water District
Right of Way Section
7811 University Avenue
La Mesa, CA 91942-0427

DOCUMENTARY TRANSFER TAX: 0
SIGNATURE: ________________

THIS DOCUMENT BEING RECORDED
FOR THE BENEFIT OF A PUBLIC AGENCY
(PER GOVT CODE SEC. 6109)

APN: 495-480-04

EASEMENT QUITCLAIM DEED

Pursuant to authority of a resolution of its Board of Directors, the HELIX WATER DISTRICT, an irrigation district organized and operating under the California Irrigation District Law, Water Code Section 20500 et seq., situated wholly in the County of San Diego, State of California, hereby quitclaims to LORETTA L. KRAMER TRUST dated April 17, 1992, all of its right, title and interest in and to that certain easement as granted to said District by the Grant of Easement Document recorded July 29, 1974, Document No. 202816, of Official Records, filed in the Office of the County Recorder of San Diego County, State of California, as more particularly described as follows:

ATTACHED EXHIBITS A & B

IN WITNESS WHEREOF, said District has caused this Quitclaim Deed to be executed, acknowledged and delivered by the President and Secretary of the Board of Directors of said District, this ___ day of ________________, 2020.

HELIX WATER DISTRICT

BY: __________________________
Mark Gracyk, President of its Board of Directors

BY: __________________________
Sandra L. Janzen, Secretary of its Board of Directors
EXHIBIT A

PORTION OF APN 495-480-04

A PORTION OF LOT 32 OF GRANDVIEW MANOR, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 7804, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON NOVEMBER 30TH, 1973. SAID PORTION OF LOT 32 BEING GRANTED TO THE HELIX WATER DISTRICT IN GRANT OF EASEMENT DOCUMENT NO. 202816 DATED JULY 29TH, 1974 AND MORE PARTICULARLY DESCRIBED AS:

ALL OF THAT 10 FOOT WIDE STRIP ACROSS THE SOUTHERLY 10 FEET OF SAID LOT 32, AS MEASURED ALONG AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 32 AS SHOWN AND DESCRIBED IN SAID GRANT OF EASEMENT DOCUMENT NO. 202816.

SAID TRACT OF LAND CONTAINS 1016.2 SQUARE FEET OF LAND, MORE OR LESS.
LOT 32
MAP 7804

LEGEND

= EASEMENT AREA (1016.2 SF)
( )= RECORD DATA PER MAP 7804

HELIX WATER DISTRICT

QUITCLAIM OF EASEMENT OVER A
PORTION OF LOT 32 OF MAP 7804
IN EL CAJON, CA

DRAWN BY: BRISENDINE DATE: AUGUST 27, 2020
SCALE: 1"=40' APN: 495-480-04
H.W.O. MAP: P-421-C SHEET 1 OF 1

CIP19008
EASEMENT QUITCLAIM DEED

Pursuant to authority of a resolution of its Board of Directors, the HELIX WATER DISTRICT, an irrigation district organized and operating under the California Irrigation District Law, Water Code Section 20500 et seq., situated wholly in the County of San Diego, State of California, hereby quitclaims to LORETTA L. KRAMER TRUST dated April 17, 1992, all of its right, title and interest in and to that certain easement as granted to said District by the Grant of Easement Document recorded June 30, 1966, Document No. 12184, of Official Records, filed in the Office of the County Recorder of San Diego County, State of California, as more particularly described as follows:

ATTACHED EXHIBITS A & B

IN WITNESS WHEREOF, said District has caused this Quitclaim Deed to be executed, acknowledged and delivered by the President and Secretary of the Board of Directors of said District, this ___ day of ______________, 2020.

HELIX WATER DISTRICT

BY: ____________________________
Mark Gracyk, President of its Board of Directors

BY: ____________________________
Sandra L. Janzen, Secretary of its Board of Directors
EXHIBIT A

PORTION OF APN 495-480-04

A PORTION OF LOT 32 OF GRANDVIEW MANOR, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 7804, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON NOVEMBER 30TH, 1973. SAID PORTION OF LOT 32 BEING GRANTED TO THE HELIX IRRIGATION DISTRICT IN RESOLUTION DOCUMENT NO. 12184 DATED JUNE 30TH, 1966 AND MORE PARTICULARLY DESCRIBED AS:

ALL THAT PORTION OF A 20 FOOT WIDE STRIP ACROSS THE SOUTHERLY AND SOUTHEASTERLY SIDES OF SAID LOT 32 AS DESCRIBED IN SAID RESOLUTION DOCUMENT NO. 12184.

SAID TRACT OF LAND CONTAINS 2005.6 SQUARE FEET OF LAND, MORE OR LESS.
LOT 32
MAP 7804

LEGEND

- EASEMENT AREA (2005.6 SF)
- () = RECORD DATA PER MAP 7804

HELIX WATER DISTRICT

QUITCLAIM OF EASEMENT OVER A PORTION OF LOT 32 OF MAP 7804 IN EL CAJON, CA

DRAWN BY: BRISENDINE  DATE: AUGUST 27, 2020
SCALE: 1"=40'  APN: 495-480-04
H.W.D. MAP: P-421-C  SHEET 1 OF 1
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Helix Water District
Right of Way Section
7811 University Avenue
La Mesa, CA 91942-0427

DOCUMENTARY TRANSFER TAX: 0

SIGNATURE: ____________

THIS DOCUMENT BEING RECORDED
FOR THE BENEFIT OF A PUBLIC AGENCY
(PER GOVT CODE SEC. 6109)

APN: 500-030-55

EASEMENT QUITCLAIM DEED

Pursuant to authority of a resolution of its Board of Directors, the HELIX WATER DISTRICT, an irrigation district organized and operating under the California Irrigation District Law, Water Code Section 20500 et seq., situated wholly in the County of San Diego, State of California, hereby quitclaims to MARK A. VASQUEZ and CLARA E. VASQUEZ, husband and wife as joint tenants, all of its right, title and interest in and to that certain easement as granted to said District by the Grant of Easement Document recorded February 27, 1929, in Book 1594, Page 322, of Official Records, filed in the Office of the County Recorder of San Diego County, State of California, as more particularly described as follows:

ATTACHED EXHIBITS A & B

IN WITNESS WHEREOF, said District has caused this Quitclaim Deed to be executed, acknowledged and delivered by the President and Secretary of the Board of Directors of said District, this ___ day of ____________________ , 2020.

HELIX WATER DISTRICT

BY: __________________________
Mark Gracyk, President of its Board of Directors

BY: __________________________
Sandra L. Janzen, Secretary of its Board of Directors
EXHIBIT A

PORTION OF APN 500-030-55

A PORTION OF PARCEL 1 OF PARCEL MAP NO. 1747, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA ON JULY 19, 1973 MORE PARTICULARLY DESCRIBED AS:

ALL OF THAT PORTION OF A 25 FOOT WIDE EASEMENT GRANTED TO THE LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT LAYING ALONG THE NORTHERLY 25 FEET OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 1 WEST, SAN BERNADINO MERIDIAN, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AS DESCRIBED IN GRANT OF EASEMENT DOCUMENT IN BOOK 1594, PAGE 322, DATED FEBRUARY 27TH, 1929, LAYING WITHIN SAID PARCEL 1 ABOVE.

SAID TRACT OF LAND CONTAINS 322 SQUARE FEET OF LAND, MORE OR LESS.
EXHIBIT B

APN 500-030-55
PARCEL 1
PM 1747

LEGEND

= EASEMENT AREA (322 SF)
( ) = RECORD DATA PER PM 1747

HELIX WATER DISTRICT
QUITCLAIM OF EASEMENT OVER A PORTION OF
PARCEL 1 OF PARCEL MAP NO. 1747 IN
EL CAJON, CA

DRAWN BY: BRISENDINE DATE: AUGUST 31, 2020
SCALE: 1"=40' APN: 500-030-55
H.W.D. MAP: P-428-B SHEET 1 OF 1

CIP19008
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Helix Water District
Right of Way Section
7811 University Avenue
La Mesa, CA 91942-0427

DOCUMENTARY TRANSFER TAX: 0

SIGNATURE: ____________

THIS DOCUMENT BEING RECORDED FOR THE BENEFIT OF A PUBLIC AGENCY (PER GOVT CODE SEC. 6109)

APN: 500-030-56

EASEMENT QUITCLAIM DEED

Pursuant to authority of a resolution of its Board of Directors, the HELIX WATER DISTRICT, an irrigation district organized and operating under the California Irrigation District Law, Water Code Section 20500 et seq., situated wholly in the County of San Diego, State of California, hereby quitclaims to ANDY and JOANNE HOUCK, husband and wife as joint tenants, all of its right, title and interest in and to that certain easement as granted to said District by the Grant of Easement Document recorded February 27, 1929, in Book 1594, Page 322, of Official Records, filed in the Office of the County Recorder of San Diego County, State of California, as more particularly described as follows:

ATTACHED EXHIBITS A & B

IN WITNESS WHEREOF, said District has caused this Quitclaim Deed to be executed, acknowledged and delivered by the President and Secretary of the Board of Directors of said District, this ___ day of __________________, 2020.

HELIX WATER DISTRICT

BY: _____________________________
Mark Gracyk, President of its Board of Directors

BY: _____________________________
Sandra L. Janzen, Secretary of its Board of Directors
EXHIBIT A

PORTION OF APN 500-030-56

A PORTION OF PARCEL 2 OF PARCEL MAP NO. 1747, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA ON JULY 19, 1973 MORE PARTICULARLY DESCRIBED AS:

ALL OF THAT PORTION OF A 25 FOOT WIDE EASEMENT GRANTED TO THE LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT LAYING ALONG THE NORTHERLY 25 FEET OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 1 WEST, SAN BERNADINO MERIDIAN, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AS DESCRIBED IN GRANT OF EASEMENT DOCUMENT IN BOOK 1594, PAGE 322, DATED FEBRUARY 27TH, 1929, LAYING WITHIN SAID PARCEL 2 ABOVE.

SAID TRACT OF LAND CONTAINS 5,706 SQUARE FEET OF LAND, MORE OR LESS.
EXHIBIT B

LEGEND

\[\begin{array}{c}
\text{\(\square\)} = \text{EASEMENT AREA (5,706 SF)} \\
( ) = \text{RECORD DATA PER PM 1747}
\end{array}\]

HELIX WATER DISTRICT

QUITCLAIM OF EASEMENT OVER A PORTION OF PARCEL 2 OF PARCEL MAP NO. 1747 IN EL CAJON, CA

DRAWN BY: BRISENDINE  DATE: AUGUST 31, 2020
SCALE: 1''=40'  APN: 500-030-56
H.W.D. MAP: P-428-B SHEET 1 OF 1

CIP19008
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Helix Water District
Right of Way Section
7811 University Avenue
La Mesa, CA 91942-0427

DOCUMENTARY TRANSFER TAX: 0

SIGNATURE: __________

THIS DOCUMENT BEING RECORDED
FOR THE BENEFIT OF A PUBLIC AGENCY
(PER GOVT CODE SEC. 6109)

APN: 500-030-61

EASEMENT QUITCLAIM DEED

Pursuant to authority of a resolution of its Board of Directors, the HELIX WATER DISTRICT, an irrigation district organized and operating under the California Irrigation District Law, Water Code Section 20500 et seq., situated wholly in the County of San Diego, State of California, hereby quitclaims to SANDRA AVILA JOHNSON YEAR 2009 REVOCABLE FAMILY TRUST, all of its right, title and interest in and to that certain easement as granted to said District by the Grant of Easement Document recorded February 27, 1929, in Book 1594, Page 322, of Official Records, filed in the Office of the County Recorder of San Diego County, State of California, as more particularly described as follows:

ATTACHED EXHIBITS A & B

IN WITNESS WHEREOF, said District has caused this Quitclaim Deed to be executed, acknowledged and delivered by the President and Secretary of the Board of Directors of said District, this ___ day of__________________, 2020.

HELIX WATER DISTRICT

BY: ________________________________
Mark Gracyk, President of its Board of Directors

BY: ________________________________
Sandra L. Janzen, Secretary of its Board of Directors
EXHIBIT A

PORTION OF APN 500-030-61

A PORTION OF PARCEL 3 OF PARCEL MAP NO. 2333, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA ON FEBRUARY 7, 1974 MORE PARTICULARLY DESCRIBED AS:

ALL OF THAT PORTION OF A 25 FOOT WIDE EASEMENT GRANTED TO THE LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT LAYING ALONG THE NORTHERLY 25 FEET OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 1 WEST, SAN BERNADINO MERIDIAN, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AS DESCRIBED IN GRANT OF EASEMENT DOCUMENT IN BOOK 1594, PAGE 322, DATED FEBRUARY 27TH, 1929, LAYING WITHIN SAID PARCEL 3 ABOVE.

SAID TRACT OF LAND CONTAINS 2,750 SQUARE FEET OF LAND, MORE OR LESS.
EXHIBIT B

LEGEND

= EASEMENT AREA (2,750 SF)
( ) = RECORD DATA PER PM 2333

HELIX WATER DISTRICT
QUITCLAIM OF EASEMENT OVER A PORTION OF PARCEL 3 OF PARCEL MAP NO. 2333 IN EL CAJON, CA

DRAWN BY: BRISENDINE DATE: AUGUST 31, 2020
SCALE: 1" = 40' APN: 500-030-61
H.W.D. MAP: P-428-B SHEET 1 OF 1

CIP19008
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Helix Water District
Right of Way Section
7811 University Avenue
La Mesa, CA 91942-0427

DOCUMENTARY TRANSFER TAX: 0
SIGNATURE: ________________

THIS DOCUMENT BEING RECORDED
FOR THE BENEFIT OF A PUBLIC AGENCY
(PER GOVT CODE SEC. 6109)

APN: 500-030-62

EASEMENT QUITCLAIM DEED

Pursuant to authority of a resolution of its Board of Directors, the HELIX WATER DISTRICT, an irrigation district organized and operating under the California Irrigation District Law, Water Code Section 20500 et seq., situated wholly in the County of San Diego, State of California, hereby quitclaims to ROBERT R. WILLIAMS and CHERYL D. WILLIAMS, husband and wife as joint tenants, all of its right, title and interest in and to that certain easement as granted to said District by the Grant of Easement Document recorded February 27, 1929, in Book 1594, Page 322, of Official Records, filed in the Office of the County Recorder of San Diego County, State of California, as more particularly described as follows:

ATTACHED EXHIBITS A & B

IN WITNESS WHEREOF, said District has caused this Quitclaim Deed to be executed, acknowledged and delivered by the President and Secretary of the Board of Directors of said District, this ___ day of __________________, 2020.

HELIX WATER DISTRICT

BY: ____________________________________________________________
Mark Gracyk, President of its Board of Directors

BY: ____________________________________________________________
Sandra L. Janzen, Secretary of its Board of Directors
EXHIBIT A

PORTION OF APN 500-030-62

A PORTION OF PARCEL 2 OF PARCEL MAP NO. 2333, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA ON FEBRUARY 7, 1974 MORE PARTICULARLY DESCRIBED AS:

ALL OF THAT PORTION OF A 25 FOOT WIDE EASEMENT GRANTED TO THE LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT LAYING ALONG THE NORTHERLY 25 FEET OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 1 WEST, SAN BERNADINO MERIDIAN, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AS DESCRIBED IN GRANT OF EASEMENT DOCUMENT IN BOOK 1594, PAGE 322, DATED FEBRUARY 27TH, 1929, LAYING WITHIN SAID PARCEL 2 ABOVE.

SAID TRACT OF LAND CONTAINS 2,500 SQUARE FEET OF LAND, MORE OR LESS.
EXHIBIT B

APN 500-030-62
PARCEL 2
PM 2333

HELIX WATER DISTRICT
QUITCLAIM OF EASEMENT OVER A PORTION OF
PARCEL 2 OF PARCEL MAP NO. 2333 IN
EL CAJON, CA

DRAWN BY: BRISENDINE  DATE: AUGUST 31, 2020
SCALE: 1"=40'  APN: 500-030-62
H.W.D. MAP: P-428-B  SHEET 1 OF 1

LEGEND
= EASEMENT AREA (2,500 SF)
() = RECORD DATA PER PM 2333
BOARD REPORT

TO: Board of Directors

FROM: Carlos V. Lugo, General Manager

INITIATED BY: James A. Tomasulo, Director of Engineering
Timothy J. Ross, Assistant Director of Engineering
Aneld A. Anub, Associate Engineer

DATE: November 18, 2020

SUBJECT: Professional Services Agreement for Lake Jennings Campground Improvements Project CIP20009

Strategic Focus Area:
Infrastructure

Recommendation:
The board authorize the general manager to execute a professional services agreement with kta in the amount of $228,494; and appropriate funds in the amount of $258,000 from the fiscal year 2020-21 capital budget for the 30 percent design (Phase 1) of the Lake Jennings campground improvements project CIP20009.

Background:

Helix Water District owns and operates Lake Jennings and the surrounding property that has been developed for recreational purposes. In addition to day-use picnicking, hiking, fishing, boat launch and boat/kayak rental activities, the current facilities include a 96-site campground constructed in 1966. The majority of the campground infrastructure and amenities are over fifty years old and are in need of upgrading and/or replacement.

On August 1, 2018, the board of directors authorized the appropriation of funds for $100,000 to implement preliminary tasks and evaluations for the Lake Jennings improvement projects including the campground improvements project.
On August 12, 2020, a request for proposals for the Lake Jennings campground improvements project CIP20009 was sent to a select list of qualified consultants, and on September 14, 2020, six proposals were received from prospective consultants.

The consultant scope of services includes the evaluation of the existing campground infrastructure, development and analysis of possible improvement project alternatives, selected alternative predesign, economic cost analysis of proposed alternatives and 30 percent design for the selected alternative.

An RFP selection committee consisting of Helix Water District staff reviewed and evaluated each proposal on the criteria listed in the RFP. On September 30, 2020, the committee met to discuss their findings and determined that based on the criteria scoring evaluation, ktua was the most qualified to perform this work.

At the district’s request, on October 30, 2020, members of the selection team, along with members of the Parks, Land, Lakes and Garden Committee received a proposal presentation from ktua team members. The presentation was well received and further affirmed the selection committee’s recommendation.

Overall, the committee was very satisfied with ktua’s approach, project team, experience, project manager and cost. Ktua is appropriately staffed with the required professional disciplines and has supplemented their team with subconsultants possessing industry specific expertise well suited for the evaluation and design of the campground improvements. It was also apparent from their proposal that ktua has extensive experience working with municipal agencies on the design of similar projects to the Lake Jennings campground improvements project.

Following selection, district staff performed a detailed review of ktua’s scope of work and cost proposal to identify areas where cost savings could be negotiated, which resulted in a final fee proposal of $228,494. A standard district agreement for professional services between Helix Water District and ktua has been prepared and reviewed by legal counsel (Attachment C).

Staff recommends the board authorize the general manager to execute a professional services agreement with ktua of San Diego, California, in the amount of $228,494; and appropriate funds in the amount of $258,000 from the fiscal year 2020-21 capital budget for the preliminary and 30 percent design of the Lake Jennings campground improvements project CIP20009. Staff previously budgeted $200,000 for Phase 1 for this project. Sufficient funding is available to complete Phase 1 of this project in fiscal year 2020-21. Additional funds will be available at the fiscal year 2020-21 mid-year capital budget adjustment.

Attachments:
Attachment A – Director Divisions Map
Attachment B – Vicinity Map
Attachment C – Professional Services Agreement
Attachment A

Helix Water District Director Divisions Map

CIP20009
Attachment B
Vicinity Map
CIP20009
Attachment C

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN HELIX WATER DISTRICT
AND
KTUA

This Agreement is made and entered into as of __________ by and between HELIX WATER DISTRICT (hereinafter referred to as the "District"), an irrigation district organized and operating under the Irrigation District Law, Water Code section 20500 et seq. and KTUA, an architectural firm (hereinafter referred to as "Consultant").

RECITALS

1. District is a public agency of the State of California and is in need of professional services for the following project: Lake Jennings Campground Improvements CIP20009 (herein referred to as "the Project").

2. Consultant is duly licensed and has the necessary qualifications to provide such services.

3. The parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall perform all services as described in Exhibit "A," attached hereto and incorporated herein by this reference and any other services specified by the District. The District shall separately specify locations and details for all services not included in Exhibit "A" on an as-needed basis ("Task"). No services shall be performed by Consultant unless specified in Exhibit "A" or authorized by a Task assigned to Consultant by District.

2. Compensation.

Agreement Price: $228,494 as outlined in the Schedule of Charges (Exhibit B) attached hereto and incorporated herein by reference.

Agreement Not to Exceed: $228,494

Payments shall be made within 30 days of receipt by District of an invoice which includes a detailed description of the services performed.

3. Time of Performance.

Agreement Effective Date: __________________________

Agreement Expiration Date: __________________________

No services shall be performed nor shall services, material or equipment be furnished under this Agreement unless and until all bonds, if applicable, certificates of insurance, and
endorsements have been furnished to and approved by the District. Upon such approval, the District shall issue a Notice to Proceed.

It is also understood and agreed that the time limit for the completion of the services shall be no later than the expiration date of this Agreement. Any additional services not expressly set forth herein shall be specified by the District in separate Task orders, which shall include schedules and deadlines, if any, for such additional services.

4. **Delays in Performance.**

   a. Neither the District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

   b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5. **Maintenance of Records.** Books, documents, papers, accounting records, and other evidence pertaining to costs incurred relating to the services shall be maintained by Consultant and made available at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement for inspection by the District.

6. **Compliance with Law.**

   a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements, requirements for verification of employees' legal right to work in the United States, and air pollution control laws and regulations as applicable to the Consultant.

   b. If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of the District for the Project by federal, state and local regulatory agencies.

   c. If applicable, Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

   d. By his/her signature hereunder, Consultant hereby certifies he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing services under this Agreement.

   e. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable.
Consultant shall defend, indemnify and hold the District, its Board, members of the Board, employees, and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all sub-consultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, maintenance of certified payroll records, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

f. Effective March 1, 2015, if the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

7. Standard of Care. Consultant’s services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

8. Assignment and Subconsultant. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

9. Independent Consultant. Consultant is retained as an independent Consultant and is not an employee of the District. No employee or agent of Consultant shall become an employee of the District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from the District as herein provided.

10. Integration. This Agreement represents the entire understanding of the District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

11. Insurance. The Consultant shall maintain the following insurance during the performance of all services under this Agreement. Should any of the required coverage lapse or be cancelled during the term of this Agreement, the Consultant shall be obligated to notify the District immediately in writing.

a. Commercial General Liability Insurance, of at least $2,000,000 per occurrence/ $4,000,000 aggregate (if used) for bodily injury, property damage, and personal and advertising injury, at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01). Policies shall not contain any exclusion contrary to this Agreement including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or CG 21 39); (2) cross-liability for claims or suits by one insured against another; or (3) severability of interest. The general liability coverage shall:
(1) Name Helix Water District, its Board, members of the Board, employees, and authorized volunteers as additional insureds using ISO endorsement CG 20 10, CG 20 33, CG 20 38, or endorsements providing the exact same coverage for on-going operations and CG 20 37, or an endorsement providing the exact same coverage for completed operations.

(2) Be primary and non-contributory using ISO endorsement CG 20 01 or an endorsement providing the exact same coverage. Any insurance, self-insurance, or other coverage maintained by the District shall not contribute to it.

(3) Contain a waiver of transfer of rights of recovery (subrogation) using ISO endorsement CG 24 04 or an endorsement providing the exact same coverage naming Helix Water District, its Board, members of the Board, employees, and authorized volunteers.

b. Automobile Liability Insurance including coverage for owned, non-owned and hired vehicles (Coverage Symbol 1, any auto) of at least $1,000,000 combined single limit each accident for bodily injury and property damage, at least as broad as Insurance Services Office Form Number CA 00 01.

c. Workers' Compensation (statutory limits) and Employer's Liability Coverage of at least $1,000,000 each accident, disease-employee, and disease-policy limit. The Workers' Compensation and Employer's Liability Coverage shall contain a waiver of transfer of rights of recovery (subrogation) using ISO endorsement WC 04 03 or an endorsement providing the exact same coverage naming Helix Water District, its Board, members of the Board, employees, and authorized volunteers.

d. Professional Liability (Errors and Omissions) in a form acceptable to the District of at least $1,000,000 per claim and aggregate. The retroactive date (if any) of each claims-made policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of three (3) years after the completion of the services under this Agreement. Consultant shall purchase a one (1) year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

Insurance carriers shall have not less than an "A-" Financial Strength Rating and Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide unless otherwise approved by the District. Certificates of insurance and policy endorsements shall be filed with the District prior to Work commencing. If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s), including all endorsements, evidencing the coverage required herein, to the District prior to the expiration date. The District reserves the right to obtain complete, certified copies of all required insurance policies or policy declarations page and/or endorsement page showing all policy endorsements.

Notwithstanding the minimum limits set forth in Section 11 above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds. Defense costs shall be paid in addition to the limits.

Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its Board, members of the Board, employees, or authorized volunteers.
12. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its Board, members of the Board, employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant’s services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys’ fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Neither the District, its Board, members of the Board, employees, or authorized volunteers shall be personally responsible for any liability arising under or by virtue of the Agreement.

In addition, Consultant shall defend, with counsel of District’s choosing and, to the extent permitted by Civil Code Section 2782.8, at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by this section that may be brought or instituted against District or its Board, members of the Board, employees, and authorized volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its Board, members of the Board, employees, and authorized volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse District for the cost of any settlement paid by District or its Board, members of the Board, employees, or authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Consultant shall reimburse District and its Board, members of the Board, employees, and/or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive the expiration or termination of the Agreement and Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its Board, members of the Board, employees, or authorized volunteers.

13. **Laws and Venue.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.

14. **Termination or Abandonment.**

   a. The District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days’ written notice to Consultant. In such event, the District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. The District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge of services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by the District and Consultant of the portion of the task completed but not paid prior to said termination. The District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant
shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days’ written notice to the District only in the event of substantial failure by the District to perform in accordance with the terms of this Agreement through no fault of Consultant.

15. **Documents.** Except as otherwise provided in “Termination or Abandonment,” above, all original field notes, written reports, Drawings and Specifications and other documents, produced or 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.

16. **Organization.** Consultant shall assign **Chris Langdon**, Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

17. **Notice.** 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, certified mail, return receipt requested, postage prepaid, addressed to:

   **District:**
   Helix Water District
   7811 University Avenue
   La Mesa, CA 91942
   Attn.: Timothy Ross

   **Consultant:**
   ktua
   3916 Normal Street
   San Diego, CA 92103
   Attn.: Amy Hoffman

   and shall be effective upon receipt thereof.

18. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

19. **Severability.** The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first written above.

**HELIX WATER DISTRICT**
By: Carlos V. Lugo
Title: General Manager
Signature: ____________________________
Date: ____________________________

**KTUA**
By: Chris Langdon
Title: Project Manager
Signature: ____________________________
Date: ____________________________
EXHIBIT A

PROPOSED SCOPE OF WORK

PHASE 1: PRELIMINARY DESIGN

• TASK 1: Campground Improvements Programming / Pre-Design
• TASK 2: Schematic Design – 30% Documents

The detailed scope of work is as follows:

I. SCOPE OF SERVICES:

PHASE 1: PRELIMINARY DESIGN

TASK 1: Preliminary Landscape Design

1.1 Initial Project Meeting and Strategy. The consultant team will attend a Kick-off Meeting with District staff and appropriate members of the design team to review the project goals, schedule, process, and budget. Preferably, this meeting will occur at the campground. This meeting will be used to familiarize the team with design issues related to improvements to the campground. The primary purpose of the kick-off meeting is for the KTUA team to gather information that would be useful in the development of campground improvement recommendations. KTUA will prepare a campsite amenity inventory and identify opportunities and constraints.

1.2 Programmatic Improvement and Replacement Options. The KTUA team will work with District Staff to develop a list of infrastructure and programmatic improvement options to be considered for inclusion in the 30% Schematic Design. These options will be reviewed, and the selected improvements will be carried forward into the Pre-Design Programmatic Plans Categories for Infrastructure and Amenity Improvements include the following:

Infrastructure:

• Access drive paving
• Stormwater BMP’s
• Campsite grading for improved access
• Water utility infrastructure
• Electrical utility infrastructure
• Site lighting needs/opportunities
• Sewer utility infrastructure
• Telecom/TV and WIFI opportunities
• Photovoltaic opportunities

Campground Improvements and Amenities:

• Improvement of existing campsites
• Changes to existing campsite types to diversity offering
• Expansion of campsites both within and beyond current footprint
• New campground amenity and recreation opportunities (Including a splashpad)
• New landscape and irrigation improvements
1.3 Develop Pre-Design Programmatic Plans. Upon selection of the preferred programmatic options, KTUA will prepare Pre-Design Programmatic Plans. The plans will depict locations and extent of improvements graphically at a programmatic (bubble diagram) level. Preliminary operation and revenue Pro forma will be prepared for preferred programmatic options along with a Pre-design level assumption of construction costs.

1.4 Preliminary Environmental Analysis. KTUA and our environmental consultant, Baranek Consulting will identify Environmental Constraints and Opportunities. Tasks included in this effort include:

- Site visit and reconnaissance-level baseline surveys of up to 20 acres including campground and surroundings using property line developed by Project Team;
- Identification of potential species to occur and mapping of sensitive biological habitats;
- Records search and field verification of recorded sites and potential for new archaeological resources, including historic resources research related to existing campground;
- Review applicable County policies that may affect campground improvement plans;
- Evaluation of constraints/opportunities presented in memorandum with accompanying graphics to assess existing conditions and potential biological resources, cultural resources and general environmental issues associated with campground improvements; and
- One set of revisions in response to Client review.

After selection of the preferred programmatic alternatives for the Pre-Design Programmatic Plans, Baranek will prepare an Alternatives Analysis. Tasks included in this effort include:

- Identify potential impacts associated with up to 10 major improvements identified in the programming for the campground;
- Provide qualitative memorandum addressing alternative improvement options relative to obtaining approvals and/or permits for the improvements; and
- One set of revisions in response to Client review.

1.5 Presentation Meetings. KTUA will present the initial Pre-Design Programmatic Plans, operation and revenue Pro forma, and assumption of construction costs to Helix Water District Staff for review and consensus on the preferred options. KTUA will incorporate corrections and refinements requested by the District. Upon satisfactory plan revisions, KTUA will present the Pre-Design Programmatic Plans, Pro-forma, and Pre-Design assumption of construction costs to the HWD Board of Director’s Committee for approval to advance to Task 2: Schematic Design.

1.6 Consultants Coordination/Project Management. KTUA will maintain close coordination with District and consultant team to resolve questions and key issues so that the project can proceed as scheduled. Also includes in-house team management & admin.

Task 1 Work Products:

- Site Opportunities and Constraints Analysis
- Environmental Opportunities and Constraints Analysis
- Programmatic Improvement Options
- Pre-Design Programmatic Plans
- Pre-Design Revenue and Operation Pro forma for new improvements
- Pre-Design assumption of construction costs
• Environmental Analysis of selected Alternatives

Task 1 Meetings:

• Kick-off meeting / Site Visit with District Staff (HWD #1)
• 2-3 informal coordination meetings with HWD staff
• Pre-Design Alternative Selection Meeting with HWD Staff (HWD #2)
• Board of Director’s Committee Meeting #1

TASK 2: Schematic Design (30% Documents)

2.1 KTUA will prepare preliminary design drawings at a 30% completion level to communicate design intent, overall site design layout, materials, finishes, and furnishings for the specific campground improvements and infrastructure upgrades. The 30% documents will include campground and amenity site plans, utility infrastructure improvement site plans, as well as schedules/legends, and design notations. The plans will illustrate the composition of the site elements including campsite improvements and expansion, paving, grading, and stormwater improvements, utility improvements, and amenity improvements.

The Schematic Design will include:

• 30% Demolition Plans
• 30% Civil Improvement Plans (including paving, grading, stormwater treatment, water utility improvements, and sewer utility improvements)
• 30% Electrical Improvement Plans (including electrical utility improvements, site lighting, photovoltaic infrastructure if feasible, and telecom/TV/WIFI infrastructure if feasible.
• 30% Campsite and Amenity Improvement Plans (including hardscape and construction materials plans, layout plans, preliminary sections/details, and material schedules and legends)
• 30% Structural Design (Preliminary structural details for required elements)
• 30% Landscape Planting/Irrigation Plans (Planting and irrigation scope is limited to repair of any disturbed, existing landscape areas by construction activities)

2.2 Prepare 30% Schematic Design Level Specifications. Outline specifications prepared in CSI format.

2.3 Prepare 30% Schematic Design Level Opinion of Probable Costs. Projected construction costs of the selected design alternatives will be prepared for review.

2.4 Presentation Meetings. KTUA will present the preliminary 30% Schematic Design package to Helix Water District Staff for review. KTUA will incorporate corrections and refinements requested by the District. Upon satisfactory plan revisions, KTUA will present the 30% Schematic Design package to the HWD Board of Director’s Committee for approval to advance to Phase 2 of Design.

2.5 Geotechnical Investigation.

Task 1, On-site Walk-Through Meeting. A NOVA Geologist or Engineer will attend a kickoff meeting with the goal of establishing objectives, procedures, and specific criteria
for the various elements of the project. The meeting will allow scope-related questions of Helix Water District.

Task 2, Subsurface Exploration. Based on direction from the RFP, NOVA will focus the subsurface investigation on evaluation of existing pavements, with consideration for pavement design of new and replacement roads in areas where the roads have reached the end of their useful life.

Borings or exploratory test pits will be performed in areas where future playground improvements, water play structures, solar structures, or campground expansion may be proposed. A NOVA geologist will direct a subsurface investigation in these areas. NOVA will retain specialty subcontractors to support the elements of subsurface exploration listed below:

♦ engineering borings and
♦ exploratory test pits

Five to seven (5-7) hollow-stem auger borings will be advanced around the paved areas of the campground to measure and evaluate the existing pavement sections and subsurface conditions, as well as sample the underlying material for laboratory testing. Borings are anticipated to extend to depths between 5 and 10 feet below ground surface (bgs), or contact with bedrock, whichever occurs first.

One to three (1-3) geotechnical hollow-stem auger borings will be advanced in areas where structural improvements such as play structures or solar structures may be placed. Borings will be drilled to a depth between 10 to 20 feet, or practical refusal on bedrock, whichever occurs first. Soils will be sampled and tested in situ by means of the Standard Penetration Test (SPT, after ASTM D1586).

Four to seven (4-7) exploratory test pits will be excavated by means of a small backhoe in areas of other possible/proposed improvements. These test pits will provide information such as condition of near-surface soils, depth to bearing soils/bedrock, and an estimate of rippability of the bedrock for future grading.

Task 3, Infiltration Testing. It is likely that the addition of proposed improvements may trigger storm water mitigation measures, or best management practices (BMPs), such as bio infiltration facilities. Once the final locations of these facilities have been determined by the civil engineer, NOVA will perform design-phase infiltration testing of these locations. Testing will be performed in accordance with the governing BMP Design Manual, in close coordination with the Project Civil Engineer.

This proposal assumes no more than 3 facilities will require testing. If additional facilities are planned, NOVA can provide an additional cost estimate for the final number of BMPs. Two infiltration test wells and one exploratory boring will be performed within 50 feet of the proposed storm water facilities, in accordance with the BMP Design Manual.

Task 4, Laboratory Testing. Soil samples recovered by the geologist during the geotechnical investigation will be taken to NOVA’s laboratory. Field classifications will be reviewed by a NOVA CEG. Representative samples will be selected for testing to address index soil characteristics, providing data to both support soil classification and correlate with soil mechanical characteristics (i.e., strength and compressibility). R-Value testing
will be performed on representative samples of the pavement subsurface material for future pavement design. Task 5, Geotechnical Report of Findings and Recommendations. Following completion of the field investigation, infiltration assessment, and laboratory testing, NOVA will prepare a report addressing:

- geotechnical conditions encountered on the site,
- potential geologic and geotechnical site hazards,
- remedial grading recommendations,
- foundation recommendations, and
- pavement design.
- design infiltration rates of BMPs

Reporting will be supported by graphics (including boring and test pit logs) to support discussions in the text of the report. The report will be sealed by both the GE and the CEG.

Task 6, Response to 30% Design Comments. NOVA will perform a geotechnical plan check of design drawings and respond to all geotechnical-related comments after agency review.

2.6 Consultants Coordination/Project Management. KTUA will maintain close coordination with District and consultant team to resolve questions and key issues so that the project can proceed as scheduled. Also includes in-house team management & admin.

Task 2 Work Products:
- Preliminary 30% Schematic Documents (Plans, specifications, cost estimate)
- Geotechnical Investigation Report
- Final, corrected 30% Schematic Documents (Plans, specifications, cost estimate)

Task 2 Meetings:
- 30% Design Review Meeting with HWD staff (HWD #3)
- 2-3 informal meetings with HWD staff
- Board of Director’s Committee Meeting #2

II. PROFESSIONAL FEES:

Proposed fees shall be on a lump sum basis for all phases and Tasks. See attached Exhibit A breakdown of professional fees.

III. REIMBURSEABLE EXPENSES

Reimbursable costs will be billed as needed up to a maximum allowance of $ 3,000.00. Items 1 and 2 listed are reimbursable items; anything else or over maximum will be considered additional services:

1) Special Delivery Costs – invoiced at cost
2) Blueprint or plotting costs – invoiced at cost
IV. EXCLUDED SERVICES:

Additional Service costs may be billed as requested by the Client; any above and beyond this number, shall be paid for by the Client on an hourly basis at the following hourly rates:

- Clerical/Administrative $80.00/hour
- Designer/Planner $105.00/hour
- Senior Designer $120.00/hour
- Associate $125.00/hour
- Senior Associate $145.00/hour
- Principal $175.00/hour

1) Additional Services such as: Additional scope to drawings or unknown modifications to the original Landscape scope, or program - Hourly or negotiated fee.

2) Additional meetings, as all requested meetings are listed in scope; all out of town travel and/or lodging expenses (out of San Diego County), are at cost plus 15%. Meetings in excess of those enumerated above will be considered additional services.

3) Additional or separate plans as required by city agencies, processing plans at City, mitigation plans, art/ sculptural elements, special trellises, stand-alone shade structures, additional photo board exhibits, fire protection/mitigation/brush plans, sketches or renderings - Hourly or negotiated fee.

4) Design changes made necessary by newly enacted laws, codes and regulations put into effect after the date of this agreement shall entitle the firm to a reasonable adjustment in the schedule and additional compensation in accordance with the additional services agreement provision of this agreement.

5) Additional outside/consultant services, etc. - Hourly plus expenses.

6) All plan-processing fees are to be paid by client before plan submittal.

7) The City shall pay all fees required by the approving agencies including, but not limited to water districts, sewer districts, coastal commission and other agencies which have jurisdiction over the project.

8) Plans for any improvements not specifically described in the Scope of Work.

9) Aerial Topographic Survey and/or field topographic survey (assumed Helix Water District will supply all needed topographic and utility surveys needed).

10) Shoring Design

11) Fire Protection and Fire Alarm Design is excluded

12) Traffic Signal Light Design, Traffic Control Plans, or Street Lighting Plans (Public or Private)

13) Off-site Sewer, Water, or Storm Drain Design

14) Potholing

15) Easement research or acquisition of a title report

16) Easement Plats, Map Waivers, Maps, or Parcel Maps

17) Corner Records or Records of Survey

18) Boundary Survey

19) Horizontal Control Plans are not included and provided as an Optional Service

20) Permit Fees

21) Any applicable taxes

22) Immediate defense for a third-party claim

23) All work associated with sustainable design or LEED certification for the project has been excluded.

24) Formal perspective drawings, renderings, visual studies, scale models of mockups or samples unless indicated above.
25) Excludes investigation or treatment of hazardous materials/wastes, which may exist on or beneath the site.
26) Stormwater Quality Management Plan (SWQMP)
27) Stormwater Pollution Prevention Plan (SWPPP) or Water Pollution Control Plan (WPCP). To be completed by Contractor.
28) Hydrology Study
29) Encroachment Agreements
30) Stormwater. The locations and depths of BMPs is unknown currently. This proposal provides for percolation testing for design of permanent stormwater infiltration BMPs with the understanding that the locations and depths of BMPs will be known at the time of the geotechnical investigation proposed herein.
31) Site Access. NOVA (Geotech) proposal assumes the site will be accessible to perform the subsurface exploration during normal work hours.
32) Utilities. NOVA will make reasonable efforts to locate surface and subsurface utilities in order to prevent accidental damage to utilities during subsurface exploration activities. NOVA will contact Underground Service Alert (USA) and a utility location contractor to obtain utility locations within the boundaries of the subject property. In any case, NOVA will not be responsible for costs related to damage to any underground utility lines or structures.
33) Borings and Spoils. NOVA will make reasonable efforts to backfill the engineering borings. This proposal assumes that soil cuttings generated during the subsurface exploration will not be affected by hazardous or otherwise regulated substances; that there will be no need to containerize and dispose of the soil at an offsite facility. Any such requirements will be billed on a time and expense basis.
34) KTUA team assumes that, by receipt of notice to proceed, full access to the property will be provided by the District.
35) Civil Utility Markout
36) As-built survey
37) Utility Pole surveying

IV. CLIENT RESPONSIBILITIES:

The Client shall be responsible and agree to provide or cause to be provided to the Landscape Architect, at no cost to the Landscape Architect, (if available) the following:

1) Any existing electronic base plans available in Auto Cad format version 2018 min., DXF, DWG or EXE. CAD files shall accompany by file per settings, names of files, reference files, named views, (indicate if in paper space or model space). Description of CAD file layers (name & indicate on, off, frozen, etc.); showing exact locations, elevations, and sizes of proposed structures and improvements. Certified land survey of the site, giving grades and lines of streets, pavements and adjoining properties, rights-of-ways, restrictions, easements, zoning, deed restrictions and contours of the site; locations, dimensions and complete data pertaining to existing improvements, plantings, and available services and utilities both public and private. Prints denoting accurate to scale plans and drawings (and on disk).

2) Any existing site grading plans of proposed topography of project site; locations and elevations proposed utility lines and facilities, including source(s) of water and static water pressure(s), and locations for 110v electrical connections available for irrigation system(s).
3) Providing promptly full information regarding the requirements for the project.

VI. TERMS AND CONDITIONS:

1) Code Compliance - The firm shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect at the time of the execution of this agreement.

2) Delays - The client agrees that the firm is not responsible for damages arising or indirectly from the delays for causes beyond the firm’s control. For purposes of this agreement, such causes include, but are not limited to weather disruptions or other natural disasters, fires, or other acts of god, failure of any governmental agency to act in a timely manner, or discovery of any hazardous substances or differing site conditions.

3) Information Provided by Others - The client shall furnish all information, requirements, reports, data, survey and instructions required by this agreement. The firm may use such information, requirements, reports, data surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

4) Survivability - The provisions of this agreement shall survive the completion of services and the scope of services.
EXHIBIT B

SCHEDULE OF CHARGES

Consultant will invoice Helix Water District ("District") on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task and the percent complete of each task. Consultant will inform District regarding any out-of-scope work prior to that work being performed by Consultant. This is a time-and-materials agreement.
### PHASE 1

#### Lake Jennings Campground Improvement: Programming/Pre-Design

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#### Phase 1 Milestones:

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**Note:**
- **Task 1** focuses on gathering initial data and setting the stage for the project.
- **Task 2** includes detailed design and planning phases.
- **Task 3** covers the implementation and final preparations.

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**Budget Breakdown:**
- **Phase 1:** $100,000
- **Phase 2:** $50,000
- **Phase 3:** $150,000

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**Project Timeline:**
- **Design:** 12 weeks
- **Construction:** 24 weeks

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**Contact:**
- **architect@designfirm.com**
- **(555) 555-1234**

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**Key Personnel:**
- **Lead Architect:** John Smith
- **Project Manager:** Jane Doe
- **Civil Engineer:** Mike Johnson
- **Structural Engineer:** Sarah Adams

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**Materials:**
- **Concrete:** 1000 cubic yards
- **Steel:** 50 tons
- **Glass:** 1000 square feet

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**Construction Site:**
- **Location:** Lake Jennings Campground
- **Size:** 5 acres

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**Environmental Considerations:**
- **Wildlife Protection:** Enhanced
- **Water Management:** Efficient
- **Energy Efficiency:** 40% reduction

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**Permits:**
- **Building Permit:** Approved
- **Zoning Compliance:** Met

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**Mitigation:**
- **Noise Reduction:** 15 dB
- **Light Pollution:** Reduced by 50%
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Lake Jennings Campground Improvements
TO: Board of Directors
FROM: Carlos V. Lugo, General Manager
INITIATED BY: Jennifer C. Bryant, Director of Administrative Services
Sandra L. Janzen, Board Secretary
Lorri S. Annett, Assistant Board Secretary
DATE: November 18, 2020

Strategic Focus Area:
Fiscal Integrity and Sustainability

Recommendation:
The board consider changes to the policies and procedures manual and set the date and time for the public hearing.

Background:
Included with this report, is a summary of the recommended changes to the Helix Water District’s policies and procedures manual for the board’s review and consideration. These changes are the result of the annual review of the document to reflect changes in district costs, policies and procedures.

Government Code Section 53646(a)(2) requires the treasurer to annually review and render to the board the statement of investment policy, which the board is to consider at a public meeting. The investment policy details legal requirements, establishes the district’s investment goals and priorities and defines responsibilities of officers and employees involved in the investment process. Helix Water District Treasurer Jennifer C. Bryant has reviewed the policy in conjunction with the district’s current investment portfolio and investment strategy and has revised the policy accordingly.
All suggested changes to the policies and procedures manual are presented for review in red ink, with the previous language stricken out. The formatting and page numbering will be adjusted during finalization of the document.

The changes outlined in Section 2.12, District Fees and Charges, require a public hearing process. The schedule of recommended steps for review of Section 2.12 changes includes the following:

11/18/20 Consider changes to the policies and procedures manual and set Wednesday, December 16, 2020, at 4 p.m. as the date and time for the public hearing.

11/26/20 First publication of intent to change fees.

12/03/20 Second publication of intent to change fees.

12/16/20 Public Hearing: Resolution to adopt the policies and procedures manual and approve changes in fees and charges effective January 1, 2021.

Staff recommends the board consider changes to the policies and procedures manual and set December 16, 2020, at 4 p.m. as the date and time of the public hearing.

Attachments:
Policies and Procedures Manual (Redline Version)
OVERALL
Replaces owner/developer or developer with owner throughout the document.

WATER AVAILABILITY FOR BUILDING AND GENERAL CONSTRUCTION NEEDS (TEMPORARY METERS)
Section 2.1-3 – Page 142
(A)(15) Adds a roaming temporary meter or load count as an example of temporary water needs that cannot be met via typical methods.

FIRE SERVICE LATERAL
Section 2.7-4 – Pages 159-161
(B)(1) Clarifies fees are for project initiation and preparation of the estimate.

(B)(4) Adds inspection costs as the responsibility of the developer.

(B)(5) Deletes and the procedure for fire service lateral installation in the district.

(C)(1-9) Clarifies process for the installation of a fire service lateral.

ENGINEERING AND PROJECT COST ACCOUNTING
Section 2.8-3 – Pages 164-167
(B)(2) Changes warehousing to material handling. Changes when to after. Adds in the case of a refund.

(B)(3) Clarifies procedure for determining the total cost of a project by adding overhead, material handling and heavy equipment charges directly related to a project.

(B)(11) Adds paragraph detailing the owner’s responsibility to pay all costs associated with returning the water distribution system and project site back to the original condition, should the project be cancelled by the owner prior to completion.

DISTRICT FEES AND CHARGES
Section 2.12 – Pages 174-192
Reflects miscellaneous and Lake Jennings fee changes and updates effective dates.

Section 2.12-1 – Page 174
Clarifies that according to Proposition 218, each customer class and tier within that class is only charged rates for water service that reflects the district’s cost to provide that service.
(District Fees and Charges continued)

Section 2.12-2 – Pages 177-178
(C)(1) Clarifies service call charge includes multiple rereads at the request of the customer.

(F) Clarifies procedure where a customer is undercharged for water services.

Section 2.12-3 – Page 179
(B)(1) Reflects changes in penalty fees for usage through a locked meter and the cash deposit, reinstatement charge before a meter may be replaced and service reestablished.

Section 2.12-6 – Page 183
(C)(1) Adds sentence clarifying that in 2022, capacity fees will be updated per the annual percentage change from the Engineering News Record Construction Cost Index.

Section 2.12-12 – Page 186
(B)(1) Adds paragraph detailing the procedure for plan check inspection deposits.

METERS AND LATERALS
Section 2.14-2 – Page 195
Adds section title under related procedures.

Section 2.14-3 – Page 195
Adds customer shut-off valve to the list of items the district retains ownership of and responsibility for with a dual installation.

Section 2.14-11 - Page 200
(B)(3) Deletes irrigation meters not qualifying as an agricultural business, which were installed prior to June 3, 2009 paragraph.

AGRICULTURAL BUSINESS AT A SINGLE-FAMILY RESIDENCE
Section 2.15-1 – Page 202
Deletes paragraph describing 2009 policy change related to agricultural businesses.

PROCUREMENT OF GOODS AND SERVICES
Section 3.1-5 – Page 208
(A, B, C) Changes yearly to annual and adds the full name of the petty cash and district credit cards administrative manual policy.

Section 3.1-6 – Page 210
(B)(1) Adds services to professional service providers list and adds additional examples of professional service providers.

EXTENSION OF WATER FACILITIES
Section 4.2-3 – Page 220
Clarifies the definition of an owner.
Section 4.2-4 – Page 221
(D) Adds a paragraph regarding additional inspection deposits.

Section 4.2-5 – Pages 222-227
(A) Clarifies that water facilities shall be installed within the street right of way and asphalt pavement shall be installed over all water mains; adds the word removal to encroachment removal agreement.

(B) Revises the water main estimate procedure for a water main extension.

(C) Adds collection of survey data and performance of all surveying necessary for construction of proposed water facilities to be performed by a California licensed land surveyor; and changes engineering department to district.

(D) Changes met to satisfied and clarifies that all right of way requirements shall be satisfied prior to plans being released to the field for construction.

(E) Deletes and district charges from the water main estimate cash deposit; clarifies the procedure for providing a faithful performance bond as part of the agreement for improvement of water facilities.

(F) Revises title to Required Project Documents Prior to Construction; clarifies the procedure prior to releasing a project to the field for construction.

(H) Adds that the owner will provide a report of geotechnical compaction results and a complete and accurate set of field as-built plans to the project inspector for review and acceptance prior to the filing of a notice of completion.

PLANS AND SPECIFICATIONS – ISSUANCE AND REFUND
Section 4.4-3 – Page 232
(C)(2) Clarifies procedure for acquiring contract documents.

(C)(4) Adds that all addenda will be posted on an authorized electronic bidding website for download by plan holders; deletes additional ways to receive addenda.

(C)(5) Adds if applicable regarding the collecting of a designated fee and the issuing of a receipt.

CONNECTION FEE POLICY
Section 4.5-3 – Page 234
(C)(1) Clarifies procedure for establishing reimbursements for the design and construction of a water main for future connections by other developers.

DROUGHT RESPONSE POLICY AND PROCEDURE
Section 4.9-12 – Page 251
(B)(1) Removes and shall be accompanied by a nonrefundable processing fee in the amount of $250.
(Drought Response Policy and Procedure continued)

Section 4.9-16 – Pages 255-256
(C)(1) Revises the 1.0 evapotranspiration adjustment factor verbiage and adds a ETAF Special Landscape Areas line to Table A.

SHUTDOWN NOTIFICATION
Section 5.2-2 – Pages 271-272
(B)(1) Adds text as a means of notifying customers of a planned shutdown.

(B, C)(3) Changes customer service department to shutdown group.

PUBLIC RECORDS POLICY
Section 6.1-2 – Pages 279-280
(B) Clarifies procedure if the board secretary does not permit inspection of a record. Moves paragraph describing the board of directors appeal process from Section 6.1-2(C).

(C) Clarifies time extension procedure for searching for, collecting and examining of a large amount of separate district documents.

RECORDS RETENTION AND DISPOSAL POLICY
Section 6.2-2 – Page 281
(A) Adds additional legal authorities, who cite specific retention periods.

STATEMENT OF INVESTMENT POLICY
Section 6.3-3 – Page 282
Clarifies California Government Code Sections.

Section 6.3-3 – Pages 282-284
(A) Changes the Local Agency Investment Fund deposit limit to $75 million.

(D) Adds paragraphs defining negotiable and non-negotiable certificates of deposits.

(I) Deletes securities in items B and C must be discount securities or securities bearing interest at a fixed rate.

Section 6.3-4 – Page 284
(E) Deletes without prior approval of the board of directors.

EMERGENCY OPERATIONS PLAN
Section 7.1-1 – Page 287
Adds paragraph that the board of directors may adopt a resolution ratifying the declaration of an emergency by entities within the district’s jurisdiction and the actions taken by the general manager if it is determined to be in the district’s best interest.
EMPLOYMENT GUIDELINES AND BENEFITS

Section 8.1-3 – Page 293
(C)(10) Adds the value – safety.

Section 8.1-5 – Pages 298-302
(A) Adds reference to see list of illegal drugs in the alcohol and drug-free workplace policy in the administrative manual. Adds paragraph clarifying applicants with a Class A driver’s license who apply to a safety-sensitive job classification, must register in the commercial driver’s license Drug and Alcohol Clearinghouse.

(C) Revises procedure for scheduling and pay when a paid district holiday occurs on an employee’s flex day.

Section 8.1-6 – Page 311
(E)(1) Clarifies actual and observed district holiday pay for system and treatment plant operators.

Section 8.1-7 – Pages 315-318
(A) Adds procedure for full-time employees and eligible dependents to change medical coverage during the open enrollment period; deletes paragraph regarding employees contributing $50 per month for dependent medical premium prior to January 1, 2020.

(B) Adds procedure for full-time employees and eligible dependents to change dental coverage during the open enrollment period.

(C) Adds procedure for full-time employees to add or delete eligible dependents during open enrollment for group vision insurance.

(D) Deletes on the first of the month following employment with the district from the group employee assistance program insurance paragraph.

Section 8.1-8 – Pages 326-327
(E) Defines purposes an employee may be eligible to take unpaid family care leave and changes or a child, parent or spouse (including registered domestic partner) to covered family member.

Section 8.1-10 – Pages 331-335
(A)(1) Revises employee contribution percentage fiscal years for employees who are classified as new members in the California Public Employees’ Retirement System.

(D)(4) Adds a paragraph detailing the district offering open enrollment rights to retirees on an annual basis.

Section 8.1-16 – Page 349
(E) Adds full title of the administrative manual alcohol and drug-free workplace and the alcohol and drug testing of employees in safety-sensitive positions (DOT) policies.
Policies and Procedures Manual

2020-2021
The Helix Water District is a public agency of the state of California whose vision is to set standards of excellence in public service. It was organized in 1913 and exists pursuant to Irrigation District Law (Water Code Section 20500, et seq.). The powers of the district are vested in a five-member board of directors elected by voters from five separate divisions. The directors select the general manager, attorney, treasurer and secretary, and establish procedures for the employment of all district personnel. They adopt policies and procedures, which relate to the actions and services rendered by the district.

The manual contains the policies, rules, regulations, practices, charges and procedures relating to the district. The basic tenets that the directors seek to follow are that policies should comply with applicable laws of the state and federal governments. These policies provide the public with access to the board and district personnel, provide for adequate water supplies of good quality to all customers, deliver water in an efficient manner and fairly allocate the costs among water users. Costs shall include a maintenance and replacement program designed to repair normal wear and tear of the water system; and provide for system improvements where necessary to meet regulations and/or changing conditions.

These policies and procedures are subject to change by the board of directors as new circumstances, new enactments of superior governments and different policies may warrant or require.

January 1, 2021
La Mesa, California
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1.1-1 POLICY

Maps and other public records, which can be reasonably reproduced, shall be copied for the public at a charge not to exceed the actual cost of providing the copy. When available, electronic records may be requested. Nothing in this section shall be construed to require Helix Water District to reconstruct a record in an electronic format if the district no longer has the record available in an electronic format.

1.1-2 REFERENCE PRACTICE

The public records policy of the district shall control in areas of question regarding accessibility of records to the public. All record information shall only be released with the approval of the board secretary.

1.1-3 RELATED PROCEDURES

See Section 2.12, District Fees and Charges.

1.1-4 PROCEDURE

A. Whenever possible or practical, copies of electronic records can be provided; otherwise, copies of maps, drawings or printed material shall be made in the district’s office at the same time as other printing is being done for district purposes.

B. Should it be impossible or impractical to accomplish requested reproduction work in the district office, original documents may be checked out to a bonded reproduction company. Standard 24" x 36" ("D" size) water main installation plans may be checked out to the engineer of work for necessary revisions.

C. Staff shall require the engineer’s or bonded reproduction company messenger’s signature on the approved document check-out slip before releasing the document(s).

D. The approved document check-out slip shall contain the document number; title; project number; project title; document description; name, address, fax and telephone numbers of the engineer or reproduction agency checking the document out and the time and date the document was released. All approved document check-out slips shall be turned over to the customer service department. The customer service department staff shall verify that all
E. No document shall be released from the district office for more than 24 hours, except water main installation plans may be checked out by the engineer of work for length of time as determined by the district’s engineering department.
F. The approved document check-out slip shall take the following form:

<table>
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<tr>
<th>DOCUMENT CHECK-OUT SLIP</th>
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<tbody>
<tr>
<td>Document Number:</td>
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<tr>
<td>Document Title:</td>
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<tr>
<td>Work Order/Project #:</td>
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<tr>
<td>Project Title:</td>
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<tr>
<td>Document Description:</td>
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<td>Firm’s Address:</td>
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<td>Firm’s Fax Number:</td>
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<td>Email Address:</td>
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<tr>
<td>Telephone Number:</td>
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<td>Document Released To:</td>
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<td>Print Name                                      Signature</td>
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<tr>
<td>Document Released:       Date Time</td>
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<td>Document Returned:       Date Time</td>
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Document Format (check those that apply):
- [ ] Bluelines
- [ ] Microfiche
- [ ] Microfilm
- [ ] Mylar
- [ ] Paper
- [ ] Sepia
- [ ] Vellum
- [ ] Other

Number of Items Released: 

Reason for Checking Out: 

01/04/2001/01/21
1.2-1 POLICY

Helix Water District will fluoridate its treated water in accordance with Chapter 15, Article 4.1 of Title 22 of the California Code of Regulations.

1.2-2 GENERAL

A. Fluoride levels will be maintained within the control range of 0.6 to 1.2 mg/l and as close as practical to the minimum dose of 0.7 mg/l.

B. Consumers, local health departments, pharmacists, dentists and physicians in the district’s service area will be notified if fluoride feed is suspended for more than 90 days.

C. The district will comply with the operations plan approved by the State Water Resources Control Board – Division of Drinking Water.
2.1-1 POLICY

Water shall be made available for building and general purpose construction under Helix Water District’s rates and rules.

2.1-2 RELATED PROCEDURES

See Section 2.12, District Fees and Charges.

2.1-3 PROCEDURES

A. Temporary Meters

1. The district reserves the right to deny any application for a temporary meter or remove a meter if deemed in the best interest of the district.

2. A customer wishing to have a temporary meter installed must make a request with the customer service department at the administration office.

3. Temporary meters will be installed only at locations approved by the district and shall not interfere with vehicular or pedestrian traffic compromising safety or accessibility per the Americans with Disabilities Act.

4. After the location is approved, the customer service representative will complete an installation service order, which shall show the deposit paid, the location and identifying customer information.

5. A deposit shall be required as indicated in Section 2.12-4(B) of the district’s policies and procedures manual, which will guarantee payment of all charges, damages and losses.

6. Any damage or loss to the facilities, meter fittings, meters or surrounding public improvements shall be charged to the customer. If use of the temporary meter creates a problem in the distribution system, the district will relocate and charge the service call to the customer. Such modifications and charges shall be at the discretion of the district.
7. The temporary meter shall be installed, moved or removed by Helix Water District personnel only. The district may install the temporary meter with specialized fittings, etc. that shall not be removed except by authorized district personnel.

8. The customer is responsible for the security of the meter.

9. The meter and district infrastructure the meter is installed on must remain accessible at all times.

10. When installing a temporary meter, the district shall provide a shutoff valve, which the customer shall use for regular operation. Where necessary to operate the fire hydrant valves, only a pentagonal fire hydrant wrench shall be used. Hydrant stems shall be inspected at the time of the meter installation and when the meter is removed. Any damaged parts shall be replaced or repaired and billed to the customer. Due to high volume flowing through temporary meters, care should be taken to turn the water on and off in a smooth, gradual way. Sudden operation of the temporary meter may result in system problems or customer complaints and the removal of the meter. Water should never be taken directly from a hydrant without use of a meter.

11. When the customer has completed use of the meter, the customer should request its removal. Monthly billing and charges will continue to accumulate until the meter is requested to be removed. The district will deduct the cost of the final billing from the deposit before it is returned.

12. While the temporary meter is in service, commodity, service and damage charges will be billed to the customer on a monthly basis. If the monthly billing remains unpaid past the due date, the temporary meter will be removed at the discretion of the district. Costs of removing or reinstalling the meter will be added to accrued charges and charged against the customer’s deposit.

13. Temporary meters shall be provided by the district with approved backflow devices. The district will test the backflow device in accordance with Section 5.3, Cross-Connection Control. Meters shall not be used until the backflow device is tested.

14. Temporary meter service is allowed for a maximum of 365 days unless a longer period is approved by the district.
15. Temporary water needs that cannot be met via typical methods will be considered individually and supplied at the discretion of Helix Water District (e.g. a roaming temporary meter or load count). Any expense needed to provide water will be borne by the customer.
HELIx WATER DISTRICT POLICIES AND PROCEDURES MANUAL
SECTION 2.2  UNAUTHORIZED USE OF WATER

SECTION 2.2  UNAUTHORIZED USE OF WATER

2.2-1  POLICY

Water shall be distributed only to those parties with authorization for its use. No unauthorized use of water shall be allowed.

2.2-2  DEFINITIONS

Unauthorized use shall include usage through meters, which Helix Water District records indicate as locked, connections to non-approved meters and unauthorized use through fire hydrants and other district facilities.

2.2-3  RELATED PROCEDURES

See Section 2.1, Water Availability for Building and General Construction Needs (Temporary Meters).

See Section 2.12, District Fees and Charges.

2.2-4  PROCEDURES

A. Usage Through Locked Meters

1. Unlocking the meter without authorization or tampering with a district lock is a violation of state law and shall be considered stealing water. If a meter is locked for nonpayment, a tag advising the customer of this information shall be placed in the meter box whenever a meter is locked (California Penal Code Sections 498 and 625).

If there is no response by the customer after the first locking, a second investigation shall be made within seven calendar days of the meter being locked to verify that the meter remains locked. Meters which show usage on the second investigation will receive a flow blocker or be removed and the curb stop locked. The party requesting service may be required to pay the following charges: meter reinstatement fee, past due charges, unpaid water charges for usage which has registered since the meter was initially locked, charges for damages to district property including broken locks, a deposit and a penalty fee in accordance with Section 2.12-3(B).

2. Any meters which are inactive accounts noted as locked on district records and which show usage shall be relocked. If this prompts a call from a customer to establish service, they may be required to pay the
following charges: unpaid water charges for usage which has registered since the meter was locked, charges for damages to Helix Water District property including broken locks, a deposit and a penalty fee in accordance with Section 2.12-3(B).

In both cases, payment must be made by cash, money order or cashier’s check only.

B. Usage Through Laterals Without Meters

Whenever it is found that water is being used through a direct connection from a lateral, service shall immediately be discontinued. District investigators will check the location within a week to verify that unauthorized use has not been continued. See Section 2.12-3(B) for related charges.

C. Unauthorized Use Through Fire Hydrants and Other District Facilities

No water is to be taken from a district fire hydrant, blow-off or other such facility unless it is for fire protection, metered by the district or preauthorized by the district. See Section 2.1, Water Availability for Building and General Construction Needs (Temporary Meters).

D. Charges for Unauthorized Water Use

1. Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, estimation or a fee charged.

2. Drawing unauthorized water from a fire hydrant, unmetered fire service direct hook up on a meter lateral, backflow prevention assembly or any source not authorized by the district, is a violation of the district’s rules. If unauthorized water is drawn from a fire hydrant, unmetered fire service, direct hook up on a meter lateral, backflow prevention assembly or any source not authorized by the district, the penalty shall be $1,000, or as determined by the general manager.

3. All other charges that would have accrued if authorization for such use had been secured will be applied, including bimonthly or monthly service, installation, removal and any other applicable charges.

4. Additional charges shall be made as necessary to recover the costs of any district property which has been damaged.
E. Resale of Water

No consumer inside or outside the boundaries of the Helix Water District may resell any portion of the water delivered to them by the district.

F. Unauthorized Use or Waste of Water

No consumer shall use water upon any land other than that covered by his/her application for service, nor shall knowingly permit leaks or waste of water.

G. Unauthorized Regulation of Water

No person, except duly authorized employees of the district, shall be permitted to operate any district facility.

H. State Laws

For the protection of public water supplies, many offenses are by state law made crimes for which the offender may be criminally prosecuted. These include:

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>498, Penal Code</td>
<td>Stealing water, taking water without authority or making unauthorized connections.</td>
</tr>
<tr>
<td>625, Penal Code</td>
<td>Taking water after works have been closed or meter sealed.</td>
</tr>
<tr>
<td>592, Penal Code</td>
<td>Taking water without authorization.</td>
</tr>
<tr>
<td>607, Penal Code</td>
<td>Damaging tanks, flumes, reservoirs, etc.</td>
</tr>
<tr>
<td>624, Penal Code</td>
<td>Breaking, cutting or obstructing pipes, etc.</td>
</tr>
<tr>
<td>4455, Health and Safety Code</td>
<td>Bathing (swimming) in reservoirs, etc.</td>
</tr>
</tbody>
</table>
2.3-1 POLICY

Customers shall be charged for all water furnished in accordance with the rates and rules as established by Helix Water District.

2.3-2 RELATED PROCEDURES

See Section 2.5, Turn Off for Nonpayment.

See Section 2.12, District Fees and Charges.

2.3-3 BILLING PROCEDURES

A. Normal Billing Procedure

1. Each water account shall be billed bimonthly.

2. Accounts are delinquent 21 calendar days after the due date.

3. Delinquent accounts shall have a late payment charge added, as shown in Section 2.12, and a past due notice will be mailed. If a customer has not been late within his/her two-year payment history, the penalty will automatically be waived.

4. Any customer unable to pay for water service within the normal payment period may request an extension or amortization arrangement to avoid disruption of service by contacting customer service prior to the disconnect. The district will consider all circumstances surrounding the request and make a determination as to whether the payment arrangement is warranted.

5. If a past due notice does not result in a payment and the customer is not under a payment arrangement agreement with the district, steps outlined in Section 2.5, Turn Off for Nonpayment, shall be followed.

B. Closing Bill Procedure

1. Whenever a customer closes an account, a final reading will be taken and a closing bill rendered.

2. For amounts due on closing bills beyond 21 calendar days, a letter will be sent to the customer as a final reminder of the amount past due. At
HELIX WATER DISTRICT POLICIES AND PROCEDURES MANUAL

SECTION 2.3 CUSTOMER BILLING AND COLLECTIONS – WATER ACCOUNTS

this time the customer will also be notified that additional collection steps will be taken if Helix Water District does not receive payment.

3. Unpaid balances from a customer may be added to other accounts of the same customer. Such charges shall become part of the customer’s active account and shall be subject to Section 2.5, Turn Off for Nonpayment, if the balance remains unpaid.

C. Classes of Service

The following classes of water service apply within Helix Water District.

<table>
<thead>
<tr>
<th>CLASS</th>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic</td>
<td>(D)</td>
<td>Single-family residence, indoor or outdoor use, includes residences with second-family units, i.e. &quot;granny flats.&quot;</td>
</tr>
<tr>
<td>Multi-Family</td>
<td>(M)</td>
<td>More than one residential unit served by the same meter (apartments, duplexes, mobile home parks, condominiums, etc.). Excludes second-family units.</td>
</tr>
<tr>
<td>Commercial</td>
<td>(C)</td>
<td>Business or mixed use (e.g. business and residential on the same meter).</td>
</tr>
<tr>
<td>Government</td>
<td>(G)</td>
<td>Government agencies (e.g. cities, state, school districts, etc.).</td>
</tr>
<tr>
<td>Irrigation</td>
<td>(I)</td>
<td>Landscape only, no dwellings, buildings or other structures, or businesses served.</td>
</tr>
<tr>
<td>Irrigation - Government</td>
<td>(F)</td>
<td>Governmental agency landscape only, no dwellings or businesses served. To be billed at irrigation class rate.</td>
</tr>
<tr>
<td>Irrigation - Agricultural Business</td>
<td>(A)</td>
<td>Single-family residence, which meets agricultural business criteria. To be billed at irrigation class rate.</td>
</tr>
<tr>
<td>Temporary</td>
<td>(T)</td>
<td>Temporary meters used for construction purposes.</td>
</tr>
<tr>
<td>Medical Necessity</td>
<td>(Q)</td>
<td>Domestic account with special water rate credit due to medical condition (requires physician’s verification).</td>
</tr>
<tr>
<td>Fire Service</td>
<td>(S)</td>
<td>Fire protection lateral (not metered).</td>
</tr>
<tr>
<td>Fire Service - Government</td>
<td>(U)</td>
<td>Fire protection lateral (not metered) government agencies.</td>
</tr>
</tbody>
</table>
D. Disputed Classification

Any person, corporation, partnership, public agency or other entity objecting to his/her classification established by the Helix Water District shall have the right to file an appeal with the district, provided the appeal is filed in writing at the offices of the district at 7811 University Avenue, La Mesa, California 91942. The written appeal shall include information on zoning, a description of types of water use, permits, licenses, business records and tax records for the subject meter(s) located at the identified parcel of property. Reclassification will be subject to periodic inspection and submittal of information in order to qualify for continuation at the classified rate. Any such appeal shall be reviewed by the general manager, or his/her designee, and a written response will be mailed or personally delivered within 15 calendar days of receipt of the appeal. The decision of the general manager, or his/her designee, shall be final.

E. Appeals

1. Any customer desiring to contest the validity or accuracy of his/her bill shall, before the delinquent date, notify the district’s customer service department. If a customer service representative, customer service supervisor or manager is unable to satisfy the customer, his/her claim may be reviewed by the review manager.

2. The review manager shall be designated by the general manager. The review will include consideration of whether the customer may receive an extension or other payment arrangement.

3. If a customer is not satisfied with the review manager’s determination, the customer may, within seven calendar days, request a review by the board of directors. The customer shall be informed of the time and place for appearance before the board.

4. A decision by the board of directors shall be final.

5. Service will not be discontinued during the period the validity or accuracy of a bill is being contested. When a decision has been reached, the customer must pay all charges and penalties by the bill’s due date for the bill or seven calendar days from the date of the decision, whichever date is later, to ensure continued service.
2.4-1 POLICY

If an applicant for new service or an existing customer seeking reinstatement of service has a poor payment history, a deposit may be required prior to rendering or renewing service. The deposit shall be for the purpose of guaranteeing payment of a final bill.

2.4-2 PROCEDURE

A. A deposit may be required when:

1. a customer’s account falls into the poor or high risk category within Helix Water District’s utility billing system due to a single or combination of payment events;

2. a credit check reveals an unsatisfactory record;

3. tampering or damage to district appurtenances is discovered at the property; or

4. if there is a delinquent account balance at a property.

In lieu of a deposit, a credit report showing a good credit score/record may be provided by the new customer requesting service. If service has been discontinued for nonpayment, a new customer requesting service at that address may be required to provide verification of tenancy or ownership, a valid photo identification and be subject to payment of a deposit.

Payment of the deposit for type 1 above may be in the form of cash, check, cashier’s check, money order, online or credit/debit card.

Payment of deposit for types 2, 3 and 4 above must be in the form of cash, money order or cashier’s check.

B. Deposits will be based on twice the average annual bimonthly billing for the account or as determined by the customer service manager.

C. No interest will be paid on the deposit. The deposit will not excuse future late payments.

D. When a customer has a record of prompt payment for one year (six bills), the deposit will automatically be refunded upon the seventh billing.
E. When an account is closed, the deposit will be returned less any sums owed Helix Water District.

F. When a deposit is required and the customer is unable to make immediate payment in full, half of the outstanding account balance including the deposit, must be paid to maintain service, with the remaining balance due within seven calendar days.

G. Pursuant to Section 366 of Title 11 of the United States Code, (P.L. 95-598, as amended), the district shall not alter, refuse or discontinue service to, or discriminate against a customer, or a trustee of a customer, solely on the basis of the commencement of a case under the bankruptcy laws of the United States or on the basis that a debt owed by the customer to the district for service rendered before the order for relief was not paid when due.

The district shall discontinue service if neither the customer, nor the trustee, within 20 days after the date of the order for relief, furnishes adequate assurance of payment in the form of a deposit for service after such date. As used herein, adequate assurance of payment shall mean a cash deposit in an amount equal to twice the average annual bimonthly billings for the property prior to the order for relief.

As used herein, order for relief shall have the same meaning as given to it in the bankruptcy laws of the United States. The commencement of a voluntary case under such laws shall constitute an order for relief. Such deposit shall be refunded as provided in Section 2.4-2(D).
SECTION 2.5 TURN OFF FOR NONPAYMENT

2.5-1 POLICY

Helix Water District shall discontinue water service for nonpayment of water or other district charges.

2.5-2 DEFINITIONS

Nonpayment as used herein shall mean the failure of the customer to pay all past due charges and penalties by the due date of the past due notice or other notice from the district of pending shutoff.

Turn off shall mean the discontinuance of service at an address by turning off and/or locking a meter, or the removal of a meter.

2.5-3 RELATED PROCEDURES

See Section 2.3, Customer Billing and Collections - Water Accounts.

See Section 5.3, Cross-Connection Control.

2.5-4 PROCEDURE

Any customer’s account which remains unpaid for 60 days beyond the delinquency date will be subject to turn off.

A. Notices

1. After a late payment charge has been added, final notices shall be prepared for all delinquent accounts indicating the total amount due, and the final date for payment to avoid shutoff.

2. For residential service, the following notices will be provided prior to turn off.

   a. The district will provide a mailed notice to the customer at least 15 days before discontinuation of water service. The notice will include:

      i. Customer’s name and address
      ii. Past due amount
      iii. Date by which payment or arrangement must be made to avoid the disconnection
iv. Process to apply for an amortization agreement  
v. Process to dispute or appeal bill  
vi. Helix Water District phone number and address

b. Under the following circumstances, the district will also send a notice to the occupants of the service address at least 10 days before discontinuation of water service: (1) when water is provided through a master meter; (2) when water is provided through individually metered service to a single-family residence, multi-unit residential structure, mobile home park, or farm labor camp, and the owner, manager, or operator is the customer of record; or (3) when the customer of record’s mailing address is not the same as the service address. The notice will be addressed to “Occupant,” will contain the same information as the notice to the customer, and will inform the occupants that they have the right to become customers of the district without paying the amount due on the delinquent account. Terms and conditions for occupants to become customers of the district are provided in subsection (E). If the district is unable to provide mailed notice to occupants of a master-metered residential property, the district will make an alternative good faith effort to provide the notice to the occupants.

c. The district will also make a reasonable, good faith effort to contact the customer of record or an adult person living at the service address in person or by telephone at least seven days before discontinuation of service. The district will offer to provide in writing a copy of this policy and to discuss options to avert discontinuation of water service.

d. If the district is unable to make contact with the customer or an adult person living at the service address in person or by telephone, the district will make a good faith effort to leave a notice of imminent discontinuation of service and a copy of this policy in a conspicuous place at the service address. The notice and copy of this policy will be left at the residence at least 48 hours before discontinuation of service.

3. For all other services, including commercial, the district will attempt to notify the premises of the pending termination at least 10 days before actual shutoff.
B. Circumstances In Which Service Will Not Be Discontinued

1. Helix Water District will not discontinue residential water service for nonpayment under the following circumstances:
   
a. During the investigation of a customer dispute or complaint received by the delinquency date.

b. During an appeal under Section 2.3, Customer Billing and Collections – Water Accounts.

c. During the period of time in which a customer’s payment is subject to a district-approved extension or other payment arrangement and the customer remains in compliance with the approved payment arrangement.

2. In addition, residential customers who meet all three of these conditions will not be shut off:
   
a. Customer demonstrates that he/she is financially unable to pay within the district’s normal billing cycle, and

b. The customer, or tenant of the customer, submits certification from a licensed primary care provider that the discontinuation of service will be life threatening or pose a serious threat to health and safety of a resident of the premises, and

c. The customer is willing to agree to an extension or enter into an amortization agreement.

If a customer meets the three conditions outlined above and needs additional time to pay the unpaid balance, they must contact the customer service department before the discontinuation of service. Prior to shutoff, the customer will be required to submit a letter from a licensed primary care provider and evidence of financial inability to pay. Evidence may include: (a) documents showing that a member of the customer’s household is a current recipient of CalWORKS, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants and Children, or (b) a statement signed under penalty of perjury that the household’s annual income is less than 200 percent of the federal poverty level.
Once the amortization agreement or extended payment date is in effect, the customer must pay all future bills by the due date. Failure to pay all future bills by the due date terminates the amortization agreement or extended payment date and all unpaid balances become due immediately. Further, if the customer is delinquent on an amortization payment, extended payment, or his or her current water bills for 60 days or more, water service may be terminated after posting a five-day notice of intent to turn off water service. The final notice will not entitle the customer to any investigation or review by Helix Water District.

Amortization may not exceed 12 months without general manager approval and requires customers to keep all future billings current. See Section 2.3, Customer Billing and Collections - Water Accounts.

3. When a check, autopay or online payment is not honored by a customer’s bank (returned payment), the account shall be considered unpaid and subject to turn off. Only payment in the form of cash, money order or cashier’s check will be accepted to pay for the returned payment, returned payment fee and deposit charge, if applicable.

   a. If it is determined that a payment was made in person, online or placed in the drop box on or before the shutoff deadline date in order to avoid service interruption and/or a deposit charge being assessed and that payment is subsequently returned by the bank unpaid, a door hanger will be delivered to the service address advising the customer that payment for the returned payment and the deposit charge, if applicable, must be made within five business days to avoid interruption of service and field service charge. Payment must be made by cash, money order or cashier’s check only.

   b. In the event a customer’s check, autopay or online payment is returned by the bank unpaid three times within a year, a letter will be mailed to the customer notifying them that only cash, money order or cashier’s check will be accepted as payment for three consecutive future billing periods.

4. Any accounts with a balance due equal to or less than the district’s bimonthly 3/4″ base charge, and are not under a payment arrangement as outlined in Section 2.5-4, shall not be turned off. The charges shall be carried forward to the next regular bill.
5. Unpaid balances for damage to Helix Water District’s property or miscellaneous charges may result in the discontinuance of water service.

C. **Turn Off of Water Accounts**

1. When the meter is locked, all costs associated with damage to district appurtenances will be at the account holder’s expense. This includes replacement cost for a broken or missing lock.

2. If a customer claims by personal or telephone contact with the administration office to have mailed a payment which was not received by the turn off date or because of other unusual circumstances, service may be continued until the scheduled follow-up shutoff.

3. Following payment of delinquent charges and/or meeting compliance criteria, customers whose water service is reinstated after 5 p.m. will be required to pay an emergency after-hours unlock fee. See Section 2.12-2(C), One-Time Service Charges. Customers whose water service is reinstated prior to 5 p.m. will pay a regular service call charge.

D. **Restoration of Water Service**

Customers whose water service has been discontinued may contact the district by telephone or in person regarding restoration of service. Payment of all charges, including any field service calls, as outlined in Section 2.12, will be required for restoration of service.

E. **Follow-up After Turn Off**

If service has been discontinued, a follow-up investigation will be made to ensure that the service is in an inoperative status. If it is found that the meter has been tampered with or turned on, Section 2.12-3(B) will apply.

F. **Procedures for Occupants or Tenants to Become Customers of the District**

This subsection (E) will only apply when a property owner, landlord, manager or operator of a residential service address is listed as the customer of record and has been issued a notice of intent to discontinue water service due to nonpayment.

1. District will make service available to the actual occupants if each occupant agrees to the district’s terms and conditions of service and these rules and regulations. Notwithstanding, if one or more occupants
are willing and able to assume responsibility for subsequent charges to the account to the satisfaction of the Helix Water District, or if there is a lawful, physical means of selectively discontinuing service to occupants who have not met the requirements of the district’s rules and regulations, the district will make service available to the occupants who have met its requirements.

2. In order for the amount due on the delinquent account to be waived, an occupant who becomes a customer must verify that the delinquent customer of record is or was the landlord, manager or agent of the dwelling. Verification may include a lease or rental agreement, rent receipts, government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code, at the discretion of the district.

3. If prior service for a period of time is a condition for establishing credit with the district, residence and proof of prompt payment of rent for that period of time is a satisfactory equivalent.

G. Contact Information

For questions or assistance regarding your water bill, the district’s customer service staff can be reached at (619) 466-0585. Customers may also visit the district’s customer service desk in person, Monday through Friday, from 8:30 a.m. to 5 p.m., except on district holidays.
2.6-1 POLICY

All customers shall be accurately billed based upon meter readings for each account. If a meter becomes inoperative or inaccurate, a bill should be rendered which is fair to the customer and to Helix Water District.

2.6-2 RELATED PROCEDURES

See Section 2.12, District Fees and Charges.

2.6-3 PROCEDURE

A. If a meter fails, an estimated bill shall be rendered. The usage from the same period one year earlier will be used to estimate the bill. Other factors which affect water use such as changes in land use, dwelling units, number of occupants, climatic conditions and usage for the period immediately preceding may be considered.

B. Any bills which are estimated must so indicate when they are sent to the customers.

C. A customer may request that a meter be tested for accuracy. The customer must pay a meter test fee to the district to cover the cost of the test. The amount of the fee shall be in accordance with Section 2.12-5(B). If it is found that the meter does not register more than 2 percent above true registration, the fee will be retained by the district. If the meter is found to register more than 2 percent above true registration, another meter will be installed by the district, the fee will be returned to the customer and an adjustment of charges will be made to the three previous bills.
2.7-1 POLICY

Water for multiple dwelling units or commercial/industrial fire protection systems shall be furnished to the property by facilities, which are separate from the domestic service.

2.7-2 RELATED PROCEDURES

The following sections are related to this procedure and should be reviewed for additional information:

See Section 2.12, District Fees and Charges.

See Section 4.1, Land Development.

See Section 4.6, Fire Protection Policy.

See Section 5.3, Cross-Connection Control.

2.7-3 DEFINITIONS

Fire service lateral is a separate lateral, sized (typically 6-inch diameter minimum) for fire flows that shall be directly connected to Helix Water District’s distribution system. The fire service lateral shall include the connection to the district’s main, a gate valve at the main and a lateral pipeline terminating at the property line, edge of easement or other point designated by the district. The termination point is also the point at which the district’s maintenance responsibility ends. The remaining portion of the fire protection system, including the backflow prevention assembly shall be installed, certified, maintained and operated by the property owner. Backflow prevention assemblies shall be required for all fire service laterals and maintained by the property owner, as specified in Section 5.3, Cross-Connection Control, and located within the private property or at such other point designated by the district. Installation of backflow prevention assemblies shall be coordinated with and inspected by the district.

2.7-4 PROCEDURES

A. General

1. Fire service laterals shall supply water to fire protection systems only and no other water use shall be permitted from such facilities. No private fire hydrants shall be served off of fire service laterals. A fire service lateral will not be permitted on premises not served by a standard water meter.
2. Unauthorized use of a fire service lateral shall be grounds for discontinuance of service and fines as provided in Section 2.2.

3. Helix Water District shall have no responsibility for the proper functioning of the fire service system or for the availability of water from its mains for fire protection in the event of an emergency.

4. Fire service laterals may serve more than one building within a legal lot. A fire service lateral may only serve one legal lot.

B. Application and Estimate

1. The owner/developer shall request in writing or in person that the district prepare a preliminary cost estimate for installation of a fire service lateral. A fee for project initiation and preparation of the estimate will be charged, per Section 2.12, District Fees and Charges. A map showing the parcel to be served, the location of the proposed fire service lateral, the size of the lateral, legal address or legal description of the property, assessor parcel number, the approximate distances to adjacent streets or existing water facilities and improvement plans (if applicable) should accompany the request.

2. A water main estimate for private land developments, which includes the installation of a fire service system, will include the installation of the lateral as part of a water main extension project. No separate fee will be charged.

3. If there is no water main extension required for fire service, the engineering department will request a field estimate covering the installation of the fire service lateral which includes encroachment permit (if applicable), required labor, material and equipment. A fee for a field estimate and deposit for inspection of the backflow prevention assembly are required per Section 2.12, District Fees and Charges.

4. The estimate will be transmitted in writing to the developer/owner. The amount quoted is an estimate only and the developer/owner shall be responsible for the actual installation and inspection cost incurred by the district.

5. A copy of the standard application agreement for fire service laterals and cross-connection control guidelines and the procedure for fire service lateral installation in the district will be sent to the owner/developer, along with the cost estimate. The estimate letter will...
also state the limits of the district’s responsibility for the lateral (i.e. property line, edge of easement or other point designated by Helix Water District), and an expiration date of the estimate.

C. Installation

1. The application for a fire service lateral must be signed by the owner. The application for fire service lateral may not be signed by lessees.

2. The owner will complete the application for fire service installation and return it with a deposit payment for the estimated lateral installation cost. The customer service department will create a project number, receipt and process the payment and provide an installation and inspection order to install will be initiated by planning, routed to the customer service department and then forwarded to the construction and inspection sections for installation.

3. The owner shall submit cut-sheets of the proposed backflow device for district review and approval prior to purchase.

4. The engineering department will notify the customer service department when a fire service lateral is constructed in conjunction with a main extension project. The customer service department will prepare a project number so that an account can be established. The inspection department will return the order to install to the customer service department after the lateral is in service to establish an account number and billing.

5. The application for a fire service lateral must be signed by the owner.

6. The owner and/or lessee is responsible for extending and maintaining the lateral pipeline from the termination point established by the district to the structure to be served. The sprinkler system and piping serving the structure shall be constructed to the standards of the local fire protection agency and shall include an approved backflow prevention device as specified in Section 5.3, Cross-Connection Control.

56. The district’s cross-connection control requirements are noted in the cross-connection control guidelines which is made available to the owner/developer during the fire service application process. The local fire agency with jurisdiction over the project may have additional requirements on a fire service system. The owner/developer must contact the local fire agency to determine requirements.
Construction of the public portion of the fire service lateral must be completed before the private piping is extended. If the lateral is installed by a private contractor, the lateral shall not be backfilled until approved by the district’s inspection department.

Inspection of the private piping by the agency of jurisdiction and the local fire agency is required before the line and connection can be cleared for use. The owner is responsible for acquiring permits for the private piping from the agency of jurisdiction, if necessary.

Only authorized Helix Water District personnel shall operate the gate valve on the lateral.

The owner shall submit cut sheets of the proposed backflow device for district review and approval prior to purchase.

D. Fire Service Lateral Activation

1. When the fire service lateral request is initiated, the customer service department will assign an account number to the lateral. After the fire service lateral is completed, the order to install will be returned to the customer service department for initiation of service, billing and final accounting of the work. All district work is billed for the actual cost of work performed. Additional costs incurred above the estimated amount will be charged to the owner developer.

2. The district will enter the location of the fire service lateral, the account number assigned to the lateral and the limits of district responsibility measured from the gate valve into the geographic information system.

3. The backflow prevention assembly must be tested and certified before the fire service lateral will be active and a backflow prevention assembly field testing and maintenance report must be received, with passing test results, and approved by the district’s cross-connection control coordinator within 15 days of the installation.

4. The district will notify the appropriate fire agency of the activation of the fire service lateral.

5. The customer shall maintain and test the backflow prevention assembly as specified in Section 5.3, Cross-Connection Control.

6. The bimonthly billing will continue until the owner requests that service be discontinued and the fire agency is notified by the district that a
request for discontinued service has been received. If the owner elects to discontinue service or abandon the fire service, the owner shall provide a letter from the fire department stating the fire system is no longer required. The district may require abandonment of the fire service. The owner is responsible for costs associated with removal or abandonment of the fire service.

2.7-5 Fire Service Outages

Per Helix Water District’s Fire Hydrant Maintenance Agreement with the local jurisdictional fire agencies, the district will provide notification of water outages affecting building fire suppression systems to the fire agency of jurisdiction and the affected property owner. Should a fire watch be required by the jurisdictional fire agency, the property owner, agent, or lessee shall be responsible for coordinating fire watch with the fire agency, for satisfying all fire agency requirements and be responsible for all costs associated with the required fire watch per Fire Code Section 403.12.1. Failure to provide the notification does not create or impose any liability for or on the district.

Per Fire Code Section 202, fire watch is defined as follows: “A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.” Additional fire watch requirements are identified in Fire Code Section 901.7.
2.8-1  POLICY

Project numbers shall be established as herein provided to account for work performed for customers, to facilitate making and following good budgetary practices, and to accomplish clear communications between the various departments.

2.8-2  REQUIREMENTS

A.  General

Project numbers will be required for the following types of projects:

- Abandonments, Relocations and Facility Adjustments
- Helix Water District Capital Projects
- Fire Hydrant Assembly Installations
- Fire Hydrant Head Changes
- Fire Service Installations
- Force Account Work
- Planning Files
- Special Studies
- Water Main Extensions
- Water Service Installations
- Various Other Projects (as deemed necessary)

B.  Engineering Projects

Some or all of the above may require engineering services. Those projects requiring extensive engineering services where a permanent file and/or drawings will be established and maintained will be referred to as engineering projects. Generally they are as follows:

- District Capital Projects
- Force Account Work
- Planning Files
- Special Studies
- Water Main Extensions
- Street Improvements

Other Projects Designated by the Engineering Department:

- Abandonments, Relocations and Facility Adjustments
- Field Estimate Requests
Fire Flow Field Test Requirements
Fire Hydrant Assembly Installations
Fire Hydrant Head Changes
Fire Service Installations
Water Service Installations
Various Other Projects

2.8-3 PROCEDURE

A. General

Helix Water District project numbers are initiated by district personnel. All project numbers assigned will be maintained in the district’s computer system.

B. Engineering Projects

1. The district will coordinate right of way clearance from the agency of jurisdiction. Environmental evaluation will be completed in a timely sequence so the project can be constructed on schedule. Construction drawings are transmitted to the operations center as soon as they are available. For private contracts, the project will not be released for construction until the bond agreement and fire service agreement (if necessary) have been completed, cash deposit obtained, granting of easement (if necessary), encroachment agreement executed (if necessary), material submittals approved by the district, improvement plan sets (if necessary) and all of the above administrative steps accomplished. The operations center will obtain all necessary encroachment permits prior to the start of construction.

2. Direct and indirect costs incurred in completing a project will be charged to the project as follows:

   a. General

      i. All direct labor, materials, permit fees, incidental and related charges, shall be charged to the project.

   b. Private Contracts (i.e., Water Main Extensions)

      i. Labor overhead, warehousing material handling, heavy equipment and all other indirect costs shall be added by accounting to all private project accounts.
ii. **When** After the project number is established, charges for engineering, Helix Water District work and permit fees shall be applied to the project. Inspection and all other district work shall be charged at actual cost including both direct and indirect labor costs.

iii. When a project number is assigned, one copy of the completed receipt will go to the customer, one copy will go to the project file and the order to install will go to the operations center. The operations center will obtain all necessary encroachment permits prior to the start of construction.

iv. The operations staff will perform the work requested in the project in a timely manner charging all labor, equipment and materials [including overhead and warehousing per Section 2.8-3(B)(3)] to the project number.

v. When the work is complete, the order to install form will be returned to the customer service department for documentation and/or account establishment and then forwarded to accounting.

vi. A construction report shall be completed and routed through the administration office to the engineering, information services and customer service departments for recordkeeping purposes.

vii. Accounting will cost account the project and then refund or bill the customer, and in the case of a refund, close the project.

viii. The project will not be closed until any outstanding charges are resolved. When all payments have been made to the district, accounting will close the project.

ix. Project outstanding charges shall be added to customer accounts if remaining unpaid after due date.
3. Overhead and Material Handling Charges Criteria

For the purpose of determining the total cost of the project, overhead, material handling and heavy equipment charges shall be added directly to the project as follows:

a. Overhead on labor = percentage \((\text{per Section 2.12-12(B)(8)})\) of all labor time charged to the project.

b. Material handling costs = percentage of all material costs charged to the project billed as a flat rate \(\text{per Section 2.12-12(B)[8]}\).

c. Heavy equipment charges = billed for actual hours of use to complete the project.

Accounting shall annually establish the appropriate percentage multipliers for each of the above categories.

4. After all work on the project is completed and tested, the inspection department will notify the engineering department by a closing slip that the project is ready for a notice of completion, and provide as-built field plans to the engineering department and GIS.

5. Prior to recommending a notice of completion on the project, Helix Water District will finalize the cost of the project. This review will ensure that all project charges including labor, material and equipment charges inclusive of encroachment permits, and engineering and inspection costs are reasonable and complete.

6. When all charges to a project number have been verified, a tabulation of district costs will be made on the closing sheet. When the charges to the project are less than the cash deposit placed with the district at the beginning of the project, a refund shall be made. If inadequate funds were deposited with the district, the developer-owner will be billed for the difference.

7. A notice of completion cannot be recommended until the developer-owner pays any outstanding charges owed to the district, provides adequate easements and provides a complete set of field as-built drawings.
8. The developer's owner's engineer shall complete record drawings from the as-built drawings. One set of mylar drawings shall be submitted to the district prior to processing the notice of completion.

9. Recordation of the notice of completion initiates a 35-day stop notice period required by law. During this 35-day period, subcontractors, laborers or material suppliers can file a stop notice against the project.

10. Following the stop notice period, the accounting department will prepare a warrant to the developer-owner for any refund due and take steps to close the project. A refund cannot occur if a stop notice has been filed against the project. Helix Water District counsel should be consulted if a stop notice is filed on the work.

11. Should the project be cancelled by the owner at any time prior to completion, the owner shall be responsible for paying all costs associated with returning the water distribution system and project site back to the original condition, including the removal of facilities already installed and restoration of finished surface improvements.

C. Inactive Developer-Owner Projects

Inactive or expired project numbers are existing projects that have had no activity for a period of one year or more without an executed developer-owner agreement or a signed order to install.

1. If a project has been inactive for one year or more prior to construction, the district may start the process of closing out the project. The district shall provide a written notice to the owner of its intention to close out the project. If the district does not receive a written response within 30 calendar days, at the discretion of the district engineer, the project may be closed and any remaining deposits refunded to the owner on record.

2. When a project is closed and the project is re-opened in the future, the owner will be required to open a new project and pay the required fees and deposits per the current policies and procedures manual.
SECTION 2.9  LOW WATER PRESSURE POLICY

2.9-1  POLICY

Helix Water District, under normal operation, will attempt to provide adequate pressure at the meters of all of its consumers. Generally, minimum operating pressure of 35 pounds per square inch will be maintained for non-fire flow conditions.

For areas with low water pressure, the district will assist its customers in determining reasons for and solutions to low pressure.

2.9-2  GENERAL

While the district’s policy is to maintain a minimum service pressure (at meter) of 35 psi under normal conditions, a limited number of areas within the district experience pressures lower than 35 psi due to special conditions.

2.9-3  LOW PRESSURE AREA

A. The district will identify areas with potential operating water pressures below 35 psi and advise its customers at the time of application for a meter installation. Written evidence of customer notification of low pressure shall be provided.

B. New customers requiring more pressure may obtain such pressure at the customers’ sole expense and responsibility.

C. Temporary meters to be located on fire hydrants within low-pressure areas shall be restricted as to flow.

2.9-4  PRESSURE AND FLOW INVESTIGATIONS

A. When notified by any customer of a low-pressure problem, the district will attempt to assist the customer in ascertaining the nature of the problem and whether it exists in the customer’s system or the district’s system. If the customer is located in an area with low water pressure, the district will assist the customer in determining reasons for and solutions to low pressure. Any measures taken to cure a low water pressure problem will be at the customer’s sole discretion and expense.

B. Pressure and flow tests shall be conducted if required. If the problem exists in the customer’s system, the customer shall be advised to consult a plumber.
C. If the problem cannot be identified directly by the field staff, the engineering department will analyze the pressure and flow data, and in turn, advise the customer of its findings.

2.9-5 REMEDIATION

A. Notwithstanding the above, Helix Water District shall not be liable to any customer for any damage to the customer’s property for fluctuations in the pressure at which water is delivered. Further, nothing in this policy obligates the district to correct low-pressure conditions, to increase pressure or to compensate the customer in any manner for the customer’s cost to increase pressure.

B. Customer installed booster pumps, or any other devices installed to increase or decrease pressure, including any devices installed under Section 2.9-3(B), are the sole responsibility of the customer regardless of operating conditions of the district.
2.10-1 POLICY

Miscellaneous services required by the general public, which are considered beyond a normal level required by the general public, shall be subject to a service charge.

2.10-2 RELATED PROCEDURES

See Section 1.1, Standard Reproduction Cost for Maps and Other Public Records.

See Section 2.12, District Fees and Charges.

See Section 4.1, Land Development.

See Section 4.2, Extension of Water Facilities.

See Section 4.4, Plans and Specifications - Issuance and Refund.

2.10-3 PROCEDURES

A. Plan Checking

1. Helix Water District’s engineering department will review all proposed public and/or private improvements submitted to the district for signature by the director of engineering or his/her designee. Prior to the district initiating work on the review, the developer/owner will pay the required fees as required in Section 2.12.

2. Public improvement projects being developed by the city/county that do not require water facilities or are not within district easements shall not be subject to a plan check fee.

3. The engineering department shall receive improvement plans. The developer/owner shall pay the appropriate initial fees when submitting improvement plans. The customer service department will process the collected fees and provide a copy of the receipt to the engineering department and developer/owner. The engineering department will log the plans into the department.

4. When the improvement plans are sent back to the developer/owner, they will be logged out of the department. When the plan check is complete to the satisfaction of the district, the original mylar drawings will be submitted to the director of engineering or his/her designee for...
4. Signature. The developer/owner shall deposit all fees as indicated on Helix Water District’s work cost estimate prior to the district’s signature and approval of the plans.

5. The engineering department will make a reproducible copy of the approved improvement plans and maintain a file of approved plans. The engineering department will keep the signed original mylars and return a reproducible copy if it is a water main extension under district title block. The engineering department will return the signed original mylars if it is a water main extension project under city or county title block, and shall receive a signed mylar copy. The engineering department will save a scanned electronic copy of the signed original mylars.

6. If work has not started on an approved plan within one year of the date of the district’s signature, the plan shall be disposed of and any proposed work after that date shall be subject to the costs and checking process as outlined in Section 2.10-3, Procedures.

7. After receipt of notification that an approved project is ready for construction, the engineering department shall send necessary copies of the approved plans for water main extension plans and necessary copies for street improvement plans to the operations center for their information and use if any adjustment work is necessary to clear conflicts with the proposed improvements. An additional copy of the approved plans will be provided to the GIS department. All required easements, bonds, agreements, fees and/or deposits shall be paid and material required submittals submitted and approved prior to releasing the project to the field for construction, unless otherwise approved by the director of engineering.

B. Right of Way Matters

1. The engineering department shall review or cause to be reviewed all proposed improvements, which may impact district lands or facilities, and get final approval before accepting improvements.

2. The customer/owner shall pay appropriate fees as outlined in Section 2.12, District Fees and Charges, after the engineering department has determined the required documentation. No right of way document shall be prepared, recorded or released until the appropriate fee has been paid.
C. Single Fire Hydrant Flow Tests

1. Helix Water District maintains flow data on many of the fire hydrants within its system. Where this data is not acceptable to the local fire agency of jurisdiction, the customer may request that a hydrant be flow tested at their expense.

2. The district reserves the right not to perform actual field fire hydrant flow tests where a hydraulic model simulation can satisfy the request or during periods of drought or water restrictions imposed by the district's drought response policy and procedure.

3. Where a field flow test is allowed and approved, and if the fire hydrant can be field tested without property damage, a fee as outlined in Section 2.12, District Fees and Charges, will be charged before the flow test can be scheduled. The engineering department will request that the flow test be scheduled by field personnel at their earliest opportunity.

4. At the district’s sole discretion, as approved by the fire department, and where applicable, data from simulated flow tests using the district’s hydraulic modeling software will be provided in lieu of obtaining data from actual flowing of fire hydrant.

5. Section 4.6, Fire Protection Policy, should be consulted for additional information.

D. Miscellaneous Field Estimates

Periodically, the district is required to develop a field estimate of costs to install or relocate facilities to allow for proposed work. A fee will be charged for the estimate per Section 2.12, District Fees and Charges, if not covered in other district charges.
SECTION 2.11

PUBLIC USE OF LAKE JENNINGS – RULES AND REGULATIONS DELETED, SEE SECTION 2.12-13 FOR FEES AND WWW.LAKEJENNINGS.ORG FOR RULES AND REGULATIONS

SECTION 2.11

PUBLIC USE OF LAKE JENNINGS – RULES AND REGULATIONS DELETED, SEE SECTION 2.12-13 FOR FEES AND WWW.LAKEJENNINGS.ORG FOR RULES AND REGULATIONS
2.12-1 POLICY

The cost to operate Helix Water District is borne-funded by water customers through water service and meter charges. The district does not levy taxes. San Diego County Water Authority and the Metropolitan Water District of Southern California levy taxes on district customers to help support their operating costs.

In accordance with Proposition 218, each customer class and tier within that class is only charged rates for water service that reflects the district’s cost to provide that service. The district is a not-for-profit organization. Normal water charges shall be the same for all users being provided similar services. Miscellaneous services provided by the district beyond a normal level to individual customers shall be subject to special charges. Beginning in 2021, the district will annually update the charges for miscellaneous services, as listed below in sections 2.12-2(C), 2.12-3(B), 2.12-4(B), 2.12-5(B), 2.12-6(B), 2.12-11(B) and 2.12-12(B), based on the prior calendar year’s annual Consumer Price Index for all Urban Consumers-San Diego (all items) (CPI-U).

2.12-2 FEES FOR CUSTOMER BILLING AND COLLECTIONS - WATER ACCOUNTS

A. Related Procedures

See Section 2.2-4(D), Charges for Unauthorized Water Use.

See Section 2.3, Customer Billing and Collections - Water Accounts.

See Section 2.6-3(C), Meter Failure – Bill Adjustment.

See Section 2.13, Submetering for Developments.

See Section 2.14, Meters and Laterals.

See Section 2.16, Helix Water District Capacity Fees.

See Section 5.3, Cross-Connection Control.

B. District Rates for Water Service Charges

1. Base Charge is a standard bimonthly charge that varies with the size of meter serving a property. The base charge is designed to recover a significant portion of the district’s fixed costs, such as billing and collections, customer service, meter reading, meter maintenance and
capital infrastructure. The following rates will appear on customer bills beginning January 1, 2021.

a. All permanent meter installations shall be subject to the following rates for the base charges whether or not water is used:

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Each Billing, Effective November 1, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot;</td>
<td>$ 50.48</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>$ 50.48</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$ 73.77</td>
</tr>
<tr>
<td>1-1/2&quot;</td>
<td>$ 131.97</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$ 201.79</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$ 422.95</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$ 748.86</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$ 1,528.72</td>
</tr>
<tr>
<td>8&quot;</td>
<td>$ 3,274.65</td>
</tr>
</tbody>
</table>

b. The base charge for compound fire flow meters will be the base charge of the largest meter that is installed, typically a 6-inch or 8-inch meter.

c. The base charge for initial bills and closing bills may be prorated on a daily basis.

2. **Commodity Charge** is a unit charge for the amount of water used. The commodity charge is designed to recover the direct costs of supplying water, including, but not limited to, water purchases, treatment, pumping and other costs attributable directly to the amount of water used. The following rates will appear on customer bills beginning on or after January 1, 2021.

In addition to the base charge, all customers shall pay the commodity charge for water used. The following rates for the commodity charges shall apply:

a. **Domestic Class** will be billed based on the units used in each of the following tiers:
b. **Multi-Family Class** will be billed $5.64 per unit, effective November 1, 2020.

c. **Government Class** will be billed $5.70 per unit, effective November 1, 2020.

d. **Commercial Class** will be billed $5.70 per unit, effective November 1, 2020.

e. **Irrigation Class** will be assigned a water budget and will be billed based on the units used in each of the following tiers:

<table>
<thead>
<tr>
<th>Units</th>
<th>$ Per Unit Effective November 1, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 100% of Budget</td>
<td>$ 5.82</td>
</tr>
<tr>
<td>101% + of Budget</td>
<td>$ 7.24</td>
</tr>
</tbody>
</table>

f. **Medical Necessity Class** will be billed one-half of the tier 2 domestic class rate for the first 20 units.

g. **Fire Service Class** will be billed a fixed bimonthly base charge based on the size of the fire service lateral serving the property and no commodity charge.

<table>
<thead>
<tr>
<th>Lateral Size</th>
<th>$ Per Lateral Effective November 1, 20192020</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4”</td>
<td>$ 10.26</td>
</tr>
<tr>
<td>1”</td>
<td>$ 13.68</td>
</tr>
<tr>
<td>2”</td>
<td>$ 27.35</td>
</tr>
<tr>
<td>4”</td>
<td>$ 54.70</td>
</tr>
<tr>
<td>6”</td>
<td>$ 82.04</td>
</tr>
<tr>
<td>8”</td>
<td>$ 109.39</td>
</tr>
<tr>
<td>10”</td>
<td>$ 136.74</td>
</tr>
</tbody>
</table>

Unauthorized, direct hook up water charge is $1,000 or such amount as determined by the general manager.
When a property becomes vacant or in the event of water service cancellation, the fire service lateral charges will be billed to the property owner until a new customer is established, unless the local fire agency of jurisdiction authorizes the removal of the fire service in writing and the fire service lateral is removed at the property owner’s expense.

Prior to initiating the work, Helix Water District will provide an estimate of the amount of the deposit required for the inspection and coordination of the installation of backflow prevention assembly and private plumbing. Final accounting shall be based on actual costs.

### C. One-Time Service Charges

The following fees shall be charged for the noted services:

1. **Service Call Charge** $28
   
   Service call charge is charged when a customer makes a request to initiate water service, cancels a scheduled special read or district staff has to make multiple door hanger deliveries or rereads at the request of the customer.

2. **Same Day Service Call Charge** $5641
   
   Same day service call charge is charged if a customer requests same day service and staff is available to accommodate request.

3. **48-Hour Notice Charge** $16
   
   48-hour notice charge is charged if district staff has to post a 48-hour notice on premises regarding a pending termination of water service.

4. **Shutoff Fee** $28
   
   Shutoff fee is charged if the district locks the meter due to nonpayment from a customer.

5. **Unlock Fee** $28
   
   Unlock fee is charged if a customer requests meter to be unlocked during business hours.

6. **After Hours Unlock Fee** $144147
   
   After hours unlock fee is charged if a customer requests meter to be unlocked during nonbusiness hours.
## SECTION 2.12 DISTRICT FEES AND CHARGES

<table>
<thead>
<tr>
<th></th>
<th>DISTRICT FEES AND CHARGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.</td>
<td><strong>Charge for Returned Payments</strong> $36</td>
</tr>
<tr>
<td></td>
<td>Charge for returned payments is charged if a customer’s payment is returned by the bank.</td>
</tr>
<tr>
<td>8.</td>
<td><strong>Meter Reinstatement Fee</strong> $122</td>
</tr>
<tr>
<td></td>
<td>Meter reinstatement fee is charged if a meter is required to be installed on an existing service lateral.</td>
</tr>
<tr>
<td>9.</td>
<td><strong>Shutoff Fee for Backflow Noncompliance</strong> $155</td>
</tr>
<tr>
<td></td>
<td>Shutoff fee for backflow noncompliance is charged if a meter is required to be locked due to noncompliance of backflow certification requirements.</td>
</tr>
</tbody>
</table>

### D. Delinquent Accounts

Delinquent accounts shall have a late payment charge added. If not paid on or before the due date, the account becomes past due and a late payment charge of 10 percent of the bill, but not less than $1, nor more than $50, will be added. In the event the late payment charge is not included with payment of the past due bill, it will be added to the following bill.

### E. Submetered Accounts

Submetered accounts billed by the owner or an agent of the owner shall not exceed the current Helix Water District commodity rate as specified in Section 2.12. Owner may be required to provide records substantiating compliance with billing criteria, if requested by the district.

### F. Refund for Overcharges, Undercharges or Erroneous Charges by District

The district strives to ensure that all accounts and charges are error-free. There are times, however, when mistakes are made. In those instances where a customer is overcharged for water services or erroneously charged for services, a refund may be due to the customer. In those instances where a customer is undercharged for water services, the district may either bill the customer or seek payment by separate written demand of the uncharged fees or charges not yet received by the district. The district will be consistent in its refunds and demands for payment to customers and be fair and unbiased in its policy. The district also acknowledges that it is only statutorily required to refund water services that have been overpaid by customers for a period of one year. However, the general manager, or his/her designee, shall have the authority to investigate such matters and refund any such overcharges or erroneous charges for up to three years from the date of discovery, in exchange for a waiver and release by the customer. Any refund due shall be
made as a credit on the customer’s account unless the customer requests the refund be paid directly to the customer.

2.12-3 FEES FOR UNAUTHORIZED USE OF WATER

A. Related Procedures

See Section 2.2, Unauthorized Use of Water.

B. Usage Through Locked Meters or Laterals Without Meters

1. Any meters that are noted on Helix Water District records as locked and that show usage shall be relocked and charged a $150 penalty and a $6 cost of replacing the lock. A second investigation shall be made within a week to verify that the meter remains locked. Meters that show usage on the second investigation may be removed and the curb stop locked.

   a. A cash deposit, metered unauthorized usage penalty of $150 and a reinstatement charge will be required before the meter may be replaced and service reestablished. The deposit shall be twice the average bimonthly water bill.

   b. Any costs for damage to district property will also be assessed.

   c. All charges relating to termination of service shall be borne by the party having had responsibility for the account. Charges relating to establishment of service shall be borne by the party requesting service.

2. Unauthorized, unmetered water use through laterals shall be subject to an administrative penalty of $1,000, or such amount as determined by the general manager.

   a. Unauthorized use of water from a fire hydrant shall be charged in accordance with Section 2.2-4(D).

2.12-4 CHARGES FOR TEMPORARY METERS

A. Related Procedures

See Section 2.1, Water Availability for Building and General Construction Needs (Temporary Meters).
B. Temporary Meter Charge

Any person requesting a temporary water meter for construction or other purposes shall pay temporary meter charges and for the water used.

<table>
<thead>
<tr>
<th>DEPOSIT OR FEE</th>
<th>DESCRIPTION</th>
<th>CHARGED PER</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposit</td>
<td>Meter Cost</td>
<td>Meter</td>
<td>$2,8842,953</td>
</tr>
<tr>
<td>Fee</td>
<td>Install/Relocate</td>
<td>Occurrence</td>
<td>$477,181</td>
</tr>
<tr>
<td>Fee</td>
<td>Final Read and Removal</td>
<td>Occurrence</td>
<td>$9992</td>
</tr>
<tr>
<td>Fee</td>
<td>Base Charge</td>
<td>Month</td>
<td>Equal to 50% of a 3” Meter Base Charge</td>
</tr>
<tr>
<td>Fee</td>
<td>Commodity</td>
<td>Unit and Billed Monthly</td>
<td>Equal to the Commercial Rate</td>
</tr>
<tr>
<td>Fee</td>
<td>Damages</td>
<td>Occurrence</td>
<td>Based on Full Cost Recovery</td>
</tr>
<tr>
<td>Fee</td>
<td>Unauthorized Meter Relocation</td>
<td>Occurrence</td>
<td>$244,219</td>
</tr>
<tr>
<td>Fee</td>
<td>Unauthorized Usage</td>
<td>Occurrence</td>
<td>See Section 2.2-4(D)</td>
</tr>
</tbody>
</table>

The deposit may be doubled in cases where anticipated monthly expenses are greater than the standard deposit. The following items shall be deducted from the meter deposit charge when the meter is removed from service:

1. final read and removal costs;
2. the fee for each meter relocation since the last billing period;
3. any unpaid water charges;
4. the cost of any repairs required, materials lost or damaged and missing meters since the last billing period; and
5. unauthorized use of water from a fire hydrant will be charged in accordance with Section 2.2-4(D).

2.12-5 FEE FOR METER ACCURACY TEST

A. Related Procedures

See Section 2.6, Meter Failure - Bill Adjustment.
B. Meter Test Fee

When a customer requests that a meter be tested for accuracy, the customer will pay a meter test fee to Helix Water District to cover the cost of the test, according to the following schedule of meter size. This fee may be returned to the customer as outlined in Section 2.6-3(C).

1. 1" and smaller $229234
2. 1 1/2" and 2" $412421
3. 3" and larger By field estimate only. Prior to initiating the work, the district will provide an estimate of the amount of the fee or charge to be imposed.

2.12-6 CHARGES FOR METER AND LATERAL INSTALLATIONS

A. Related Procedures

See Section 2.7, Fire Service Lateral.

See Section 2.14, Meters and Laterals.

See Section 4.6, Fire Protection Policy.

B. Charges for Meter and Lateral

1.

<table>
<thead>
<tr>
<th>Size</th>
<th>Installation Fees</th>
<th>Meter Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4&quot;</td>
<td>$134137</td>
<td>$172176</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$134137</td>
<td>$219224</td>
</tr>
<tr>
<td>1-1/2&quot;</td>
<td>$158161</td>
<td>$497508</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$158161</td>
<td>$707723</td>
</tr>
</tbody>
</table>

3" and larger meter installation fees will be provided by field estimate only. Prior to initiating the work, Helix Water District will provide an estimate of the amount of the deposit or charge to be imposed.
HELIX WATER DISTRICT POLICIES AND PROCEDURES MANUAL
SECTION 2.12 DISTRICT FEES AND CHARGES

### Meter Relocation and Lateral Abandonment

<table>
<thead>
<tr>
<th>Deposit Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per field estimate. Prior to initiating the work, the district will provide an estimate of the amount of the deposit or charge to be imposed.</td>
</tr>
</tbody>
</table>

### Lateral and Meter Installation Estimates

<table>
<thead>
<tr>
<th>Size</th>
<th>Deposit Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&quot; and 2&quot;</td>
<td>Per field estimate. Prior to initiating the work, the district will provide an estimate of the amount of the deposit or charge to be imposed.</td>
</tr>
</tbody>
</table>

### Encroachment Permits

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Fee Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>El Cajon</td>
<td>Fee based on annual average of actual costs.</td>
</tr>
<tr>
<td>La Mesa</td>
<td>Current fee per agency of jurisdiction.</td>
</tr>
<tr>
<td>Lemon Grove</td>
<td>Current fee per agency of jurisdiction.</td>
</tr>
<tr>
<td>County of San Diego</td>
<td>Fee based on annual average of actual costs.</td>
</tr>
</tbody>
</table>

2. Helix Water District will be reimbursed the actual cost for the installation, abandonment and/or relocation of meters and laterals. A deposit, based upon a field estimate as referenced in Section 2.12-12(B), will be collected to cover the associated costs of the work. The deposit will include, but will not be limited to, all labor, material, equipment and associated permit costs required to perform the work. A refund will be provided if actual costs for the work are less than the deposit collected. Additional fees shall be collected if costs for the work exceed the deposit collected.

3. The district will collect the San Diego County Water Authority capacity charge effective at the date of purchasing the meter based on the most current SDCWA system capacity charge policies. Refer to Section 2.14-4(C).

4. The district will collect Helix Water District capacity fees effective at the date of purchasing the meter based on the most current district capacity fee policies. Refer to Section 2.12-6(C) and Section 2.16.
C. Helix Water District Capacity Fees

1. The Helix Water District capacity fee has two components: (1) the buy-in portion and (2) the new water supply portion. Currently there are no projects identified as a new water supply. The district capacity fee will be collected based on the meter size purchased in accordance with the policies described in Section 2.16. Starting in 2022, the district will update its capacity fees annually by applying the annual percentage change from the Engineering News Record Construction Cost Index.

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Hydraulic Capacity Factor</th>
<th>Buy-In Portion</th>
<th>New Water Supply Portion</th>
<th>HWD Capacity Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4&quot;</td>
<td>1.00</td>
<td>$6,842</td>
<td>-</td>
<td>$6,8426,953</td>
</tr>
<tr>
<td>1&quot;</td>
<td>1.67</td>
<td>$11,403</td>
<td>-</td>
<td>$11,40311,588</td>
</tr>
<tr>
<td>1-1/2&quot;</td>
<td>3.33</td>
<td>$22,806</td>
<td>-</td>
<td>$22,80627,812</td>
</tr>
<tr>
<td>2&quot;</td>
<td>5.33</td>
<td>$36,489</td>
<td>-</td>
<td>$36,48944,036</td>
</tr>
<tr>
<td>3&quot;</td>
<td>10.00</td>
<td>$68,418</td>
<td>-</td>
<td>$68,418100,819</td>
</tr>
<tr>
<td>4&quot;</td>
<td>16.67</td>
<td>$114,029</td>
<td>-</td>
<td>$114,029173,826</td>
</tr>
<tr>
<td>6&quot;</td>
<td>33.33</td>
<td>$228,059</td>
<td>-</td>
<td>$228,059370,829</td>
</tr>
<tr>
<td>8&quot;</td>
<td>53.33</td>
<td>$364,894</td>
<td>-</td>
<td>$364,894648,951</td>
</tr>
</tbody>
</table>

2.12-7 CONNECTION FEES

A. Related Procedures

See Section 4.5, Connection Fee Policy.

2.12-8 FEE FOR WATER MAIN EXTENSIONS

A. Related Procedures

See Section 4.2, Extension of Water Facilities.

B. Water Main Estimate

See Section 2.12-12(B)(2)(b), Fees.

All costs associated with preparation of the water main estimate are included in the water main extension fee.
2.12-9 CHARGES FOR STANDARD SPECIFICATIONS

A. Related Procedures

See Section 4.4, Plans and Specifications - Issuance and Refund.

B. Standard Specification Charges

Helix Water District is a member of the Water Agencies’ Standards Committee, a group of local water agencies that publish the Water Agencies’ Standard Specifications. These specifications comprise Helix Water District’s standard specifications for the construction of potable water facilities and are only available at the WAS website: www.sdwas.org. There is no cost to view, download or print the documents.

2.12-10 FEES FOR REPRODUCING MAPS AND OTHER PUBLIC RECORDS

A. Related Procedures

See Section 1.1, Standard Reproduction Cost for Maps and Other Public Records.

B. Fees

Charges for any reproduction of district records for public use shall not exceed the actual cost of providing the copy/copies. The district’s schedule of charges shall be as follows:

<table>
<thead>
<tr>
<th>Type Copy</th>
<th>Prevailing Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Photocopy 8-1/2&quot; x 11&quot;, 8-1/2&quot; x 14&quot; or 11&quot; x 17&quot;</td>
<td>$0.20 each</td>
</tr>
<tr>
<td>Multi reductions</td>
<td>$0.20 each reduction</td>
</tr>
<tr>
<td>Digital copy</td>
<td>No charge</td>
</tr>
<tr>
<td>C+ size (18&quot; x 24&quot;) prints</td>
<td>$3 each</td>
</tr>
<tr>
<td>D size (24&quot; x 36&quot;) prints</td>
<td>$6 each</td>
</tr>
<tr>
<td>Larger than D size prints or full-size GIS printed map</td>
<td>$12 each</td>
</tr>
<tr>
<td>Emailed electronic prints</td>
<td>No charge</td>
</tr>
<tr>
<td>CD with electronic information</td>
<td>$2 each</td>
</tr>
</tbody>
</table>
2.12-11 FEES FOR WATER AVAILABILITY SEARCH

A. Related Procedures

See Section 4.1, Land Development.
See Section 4.2, Extension of Water Facilities.

B. Fees

In order to process requests to ascertain water availability for land development, the following planning file fee schedule shall apply:

<table>
<thead>
<tr>
<th>Water Availability/Will Serve Letter Only Fee</th>
<th>$139142</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Initiation Fee</td>
<td>$298305</td>
</tr>
</tbody>
</table>

These fees are nonrefundable.

2.12-12 MISCELLANEOUS FEES

A. Related Procedures

See Section 2.10, Miscellaneous Procedures.

B. Fees

The following fees shall be charged for the noted services:

1. Plan Check Deposits

   a. Street Improvement Plan Check $764782/sheet
      This deposit includes labor costs required to communicate and plan check a typical street improvement project, assuming three plan check reviews.

   b. Water Main Extension Plan Check $11351167/sheet
      This deposit includes labor costs required to communicate and plan check a typical project that involves a water main extension, assuming four plan check reviews.

   c. Grading/Architectural/Landscape Plan Check $140112/sheet
      This deposit includes labor costs required to communicate and plan check a typical grading, architectural, landscape/irrigation,
d. Final Map Plan Check $206,210/sheet
This deposit includes labor costs required to communicate and plan check a typical final map, assuming two plan check reviews.

e. Inspection Deposits
Inspection deposits for projects other than water main extension projects as determined by the district based on the estimated number of hours required for inspection.

2. Project Processing Fee

a. Street Improvements $775,793
Fee includes labor costs required for a typical street improvement project, including a site investigation, office research, cost estimate preparation, all efforts related to backflow prevention and preparation of installation paperwork for construction.

b. Water Main Extensions $1,676,176
Fee includes labor costs required for a typical street improvement project, including site investigation, office research, cost estimate preparation, all efforts related to backflow prevention, Helix Water District work estimate, processing of owner agreement and bonds and preparation of installation paperwork for construction.

3. Quitclaim Deed Processing Fee $1,136,163 + recording cost
Quitclaim of blanket easement, aligned easement, right of way or ingress/egress easement.

4. Document Processing Fees

a. Right of Entry/Joint Use Agreement $633,648 + recording cost

b. Lease/Rental Agreement $1,287,317 no recording cost (except cell sites)

c. Encroachment Agreement $4,651,500 + recording cost

d. Reimbursement Agreement $434,441
5. Fire Hydrant Flow Tests
   a. Simulated Fire Hydrant Flow Test – Hydraulic Model $242,247
   b. Single Fire Hydrant Flow Tests
      By field estimate only. Prior to initiating work, the district will provide an estimate of the amount of the deposit or charge to be imposed.

6. Miscellaneous Field Estimates $363,371
   This fee is nonrefundable and shall not be a credit against any installation cost.

7. Annexation Feasibility Review Deposit $1,522,155

8. Overhead Rates Charged to Reimbursable Projects
   a. On Direct Labor 129,132%
   b. For Materials Handling $169,173 per project subsidiary

9. Other Reports, Study or Special Investigation Deposit $2,619,267
   Fee is a minimum as determined by the director of engineering and can include:
   a. Water Assessment
   b. Cellular Sites – New Site Investigation
   c. Hydraulic Analysis

10. Easement Acquisition Fee $1,090,116

C. Waiver

Staff may waive fees to other utilities or public agencies where such waivers are reciprocated.

2.12-13 FEES FOR PUBLIC USE OF LAKE JENNINGS

Helix Water District operates Lake Jennings on a not-for-profit basis. The fee structure at Lake Jennings is established to recover the operating expenses as well as capital recovery for minor improvements in the facilities. The fee structure for all lake facilities and activities shall be as adopted by the board of directors.
For details about the recreation and campground operations at Lake Jennings, refer to the Lake Jennings General Rules and Regulations found on www.lakejennings.org.

### A. Fees

#### Lake Entrance Fees

<table>
<thead>
<tr>
<th>Daily-Day Use - No Fishing</th>
<th>$32 per person (adults 16 and over)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual - No Fishing</td>
<td>$50.60 per person</td>
</tr>
</tbody>
</table>

#### Fishing Fees

| Adults (16+)               | $10.11 per person per day          |
| Seniors (65+) and Military with ID | $9.10 per person per day          |
| Children 8-15 Years of Age | $5 per child per day               |
| Children Under 8 Years of Age | One child at no charge when accompanied by an adult with a paid fishing permit. $5 for each additional child. $5 per child per day without paid adult fishing permit. |
| HWD Retiree and SpouseGuest | No charge                          |

#### Boat Rental Fees

<table>
<thead>
<tr>
<th>Type of Equipment</th>
<th>General Public</th>
<th>Military with ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rowboat (Half-half day)</td>
<td>$1820</td>
<td>$1315</td>
</tr>
<tr>
<td>Rowboat (Full-full day from open to close)</td>
<td>$2325</td>
<td>$1820</td>
</tr>
<tr>
<td>Motorboat (5-hour rental)</td>
<td>$40</td>
<td>$35</td>
</tr>
</tbody>
</table>
## District Fees and Charges

<table>
<thead>
<tr>
<th>Motorboat (1 additional hour)</th>
<th>$10</th>
<th>$8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paddle Boat</td>
<td>$10 per hour</td>
<td>$8 per hour</td>
</tr>
<tr>
<td>Kayak</td>
<td>$10 per hour</td>
<td>$8 per hour</td>
</tr>
<tr>
<td>Kayak (Partial-day)</td>
<td>$30 per 4 hours</td>
<td>$25 per 4 hours</td>
</tr>
<tr>
<td>Twilight Motorboat (Last 3 hours open)</td>
<td>$20</td>
<td>$18</td>
</tr>
</tbody>
</table>

### Private Boat and Kayak Launch Fees

- **$8-$10** per boat or kayak

### Fishing Tournament Fees

- **$30** per boat

### Special Event Fees

- **$0 - $30**

### COVID-19 Surcharge

- **$4** per boat rental
- **$1** per permit (day use or fishing)

### Campground Fees

<table>
<thead>
<tr>
<th>Full Hookup Site</th>
<th>$44-$46 per night Sun*-Thurs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$46-$52 per night Fri, Sat and Holidays</td>
</tr>
<tr>
<td></td>
<td>*A Sunday stay prior to a Monday holiday is charged the holiday rate</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Partial Hookup Site (no sewer)</th>
<th>Standard City View Site</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$37-$39 per night Sun*-Thurs</td>
</tr>
<tr>
<td></td>
<td>$39-$45 per night Fri, Sat and Holidays</td>
</tr>
<tr>
<td></td>
<td>Preferred Lake View Sites (Sites 89 – 96)</td>
</tr>
<tr>
<td></td>
<td>$40-$42 per night Sun*-Thurs</td>
</tr>
<tr>
<td></td>
<td>$42-$48 per night Fri, Sat and Holidays</td>
</tr>
</tbody>
</table>

* *A Sunday stay prior to a Monday holiday is charged the holiday rate*
## HELIX WATER DISTRICT POLICIES AND PROCEDURES MANUAL
### SECTION 2.12 DISTRICT FEES AND CHARGES

<table>
<thead>
<tr>
<th>Tent/No Hookup Site</th>
<th>Preferred Lake View Sites (Sites 20, 22, 24, 26, 28, 30-32, 34-36, 38, 42-45)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$30-32 per night Sun*-Thurs</td>
</tr>
<tr>
<td></td>
<td>$32-36 per night Fri, Sat and Holidays</td>
</tr>
<tr>
<td></td>
<td>*A Sunday stay prior to a Monday holiday is charged the holiday rate</td>
</tr>
<tr>
<td>Tipi Site</td>
<td>$65 per night Sun*-Thurs</td>
</tr>
<tr>
<td></td>
<td>$75 per night Fri, Sat and Holidays</td>
</tr>
<tr>
<td></td>
<td>*A Sunday stay prior to a Monday holiday is charged the holiday rate</td>
</tr>
<tr>
<td>Seven consecutive consecutive night stays</td>
<td></td>
</tr>
<tr>
<td></td>
<td>15% discount applied to per night site fee</td>
</tr>
<tr>
<td>Processing Fee</td>
<td>$8 per site</td>
</tr>
<tr>
<td>Transfer Fee</td>
<td>$5 per site</td>
</tr>
<tr>
<td>Cancellation Fee</td>
<td>$8 per site</td>
</tr>
<tr>
<td>Extra Tent (applies if there is more than one camping unit and one tent or more than two tents in one site)</td>
<td>$10 per tent per night</td>
</tr>
<tr>
<td>Extra Vehicle or Boat</td>
<td>$2 per vehicle/boat per night</td>
</tr>
<tr>
<td>Extra Camper (applies if more than 6 campers in one site)</td>
<td>$2 per person per night</td>
</tr>
<tr>
<td>Visitor Day Use Access</td>
<td>$2-3 per vehicle-adult (16+) per day</td>
</tr>
<tr>
<td>Youth Group Reservation in Group Area</td>
<td>$120 per night</td>
</tr>
<tr>
<td>Adult/Family Group Reservation in Group Area</td>
<td>$140 per night</td>
</tr>
</tbody>
</table>
## Long-Term Stay Full Hookup
*(Minimum 30 night stay, maximum 180 night stay)*

<table>
<thead>
<tr>
<th>Month 30 nights</th>
<th>Per week after first 30 night stay up to 3 weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>$960-1,050</td>
<td>$240-262.50</td>
</tr>
</tbody>
</table>

## Long-Term Stay Partial Hookup
*(Minimum 30 night stay, maximum 180 night stay)*

<table>
<thead>
<tr>
<th>Month 30 nights</th>
<th>Per week after first 30 night stay up to 3 weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>$860-950</td>
<td>$215-237.50</td>
</tr>
</tbody>
</table>

## Pets

$1 per pet per night

## Late Departure

$5 per hour, if available

### COVID-19 Surcharge

$5/stay/site

### Facility/Venue Rental Fees

<table>
<thead>
<tr>
<th>Space &amp; Availability</th>
<th>Capacity</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entire Lake</td>
<td>600 guests 200 vehicles</td>
<td>$5,000 first 6 hours/$200 per additional hour Monday through Friday</td>
</tr>
<tr>
<td>Hermit Cove</td>
<td>300 guests 100 vehicles</td>
<td>$800 first 6 hours/$50 per additional hour</td>
</tr>
<tr>
<td>Sentry Point</td>
<td>200 guests 60 vehicles</td>
<td>$600 first 6 hours/$50 per additional hour</td>
</tr>
<tr>
<td>Campground Pavilion</td>
<td>68 guests 20 vehicles</td>
<td>$600 first 6 hours/$50 per additional hour</td>
</tr>
<tr>
<td>Gazebo and Group Camping Area</td>
<td>30 guests 5 vehicles</td>
<td>$500 first 6 hours/$50 per additional hour</td>
</tr>
<tr>
<td>Other Property Locations</td>
<td>TBD</td>
<td>$500 and up first 6 hours/$50 per additional hour</td>
</tr>
<tr>
<td>Cleaning/Security Deposit</td>
<td>$200 refundable less $50 per hour excessive clean up or damage charges</td>
<td></td>
</tr>
</tbody>
</table>
SECTION 2.13 SUBMETERING FOR DEVELOPMENTS

2.13-1 POLICY

Helix Water District allows owners of new or multi-family developments to submeter their facilities under conditions established by the district to encourage conservation while ensuring fair treatment of consumers and as required by state law. For new multi-family developments, the district may require submetering of their facilities on a case-by-case basis or as required by law.

2.13-2 RELATED PROCEDURES

See Section 2.12, District Fees and Charges.

2.13-3 DEFINITIONS

Submetering is defined as metering of water to an individual unit that has first been master metered by the district.

Master meter is defined as the water meter, maintained by the district, serving the property.

Owner is defined as the owner of a development and/or property.

Tenant is defined as the occupant receiving submetered service.

Multi-family development is defined as a land or building development wherein more than one residential unit is included in a structure or group of structures. It includes multi-unit residential structures, mixed-use residential/commercial structures, mobile home parks, condominiums and apartments; excludes second-family units.

2.13-4 INDIVIDUAL METERING OR SUBMETERING REQUIREMENTS

Unless exempt under applicable law, each newly constructed multi-family development for which an application for one or more water service connections is submitted after January 1, 2018, shall measure the quantity of water supplied to each individual residential dwelling unit (Water Code Section 537.1). The measurement may be by individual water meters or submeters.

2.13-5 PROCEDURES

If submetering is required by the state, district or requested by the owner, the owner of a multi-family development shall install submetering for each unit, under the following conditions:
HELIX WATER DISTRICT POLICIES AND PROCEDURES MANUAL
SECTION 2.13 SUBMETERING FOR DEVELOPMENTS

A. All charges billed to submetered accounts (including volumetric, fixed and administrative, or other charges) shall comply with state law (Civil Code Section 1954.201 et seq.) The total volume of water billed shall not exceed the amount of water on the master meter.

B. The owner may be required to provide records substantiating compliance with billing criteria, if requested by Helix Water District.

C. The water system on the private property side of the master meter, including the submeters, shall be solely the responsibility of the owner.

D. The owner shall clearly delineate on the bill that any billing, administrative or other charges associated with the submeters (to the extent such charges are allowed by state law) are costs imposed by the property owner and not by the district.

E. A district furnished application for the use or implementation of submeters for distribution of water for multi-family developments shall be submitted by the owner.

F. The owner shall comply with all federal, state and local provisions of the law applicable to the installation, maintenance, reading, billing and testing of submeters, as well as the sale, distribution and use of water (including, but not limited to, Water Code Section 537 et seq.; Civil Code Section 1954.201 et seq.; the California Plumbing Code; California Code of Regulations; Title 4, Business Regulations; Division 9, Measurement Standards; Chapter 5, Billing for Utility Services; Section 4090).

G. The submetering accuracy, accuracy of reading submeters or accuracy of billing and collection is not the responsibility of the district. The submetering and sub-billing of water does not relieve or shift the responsibility of the owner from paying the district all fees, charges and bills associated with water service.
HELIX WATER DISTRICT POLICIES AND PROCEDURES MANUAL
SECTION 2.14 METERS AND LATERALS

SECTION 2.14 METERS AND LATERALS

2.14-1 POLICY

A project number shall be established to account for work performed in the installation, abandonment or relocation of meters and laterals, to facilitate making and following good budgetary practices and to accomplish clear communications between various departments.

2.14-2 RELATED PROCEDURES

See Section 2.8, Engineering and Project Cost Accounting

See Section 2.12, District Fees and Charges.

See Section 2.13, Submetering for Developments.

See Section 2.16, Helix Water District Capacity Fees.

See Section 4.2, Extension of Water Facilities.

See Section 5.3, Cross-Connection Control.

2.14-3 DEFINITIONS

**Dual installation** means two meters installed on an existing domestic single lateral for a single-family dwelling, one of which shall be for landscape irrigation purposes only. Refer to Sections 2.14-7, 2.14-10 and 2.14-11 for specific eligibility criteria related to dual meter installations. The irrigation meter installation shall meet all the requirements of Section 5.3, Cross-Connection Control of this policy. Helix Water District retains ownership of and responsibility for the lateral, the meter and the **customer shut-off valve on the customer's side**. The customer shall be responsible for all piping on the private plumbing side of the meter, to and including, the connection to the valve on the customer's side of the meter. The district assumes no responsibility or liability for any and all issues, including pressure loss and noise related to dual meter installations. At no point downstream of the service meters shall the irrigation piping be interconnected with piping serving indoor water use. Such physical separation of piping systems for irrigation and indoor/residential water use is subject to field verification. Dual installations are not allowed for new construction or installations, commercial or multi-family accounts.

**Meter installation** means the meter and a consumer shutoff valve on the customer's side of the meter.

**Meter relocation** includes relocating the meter box, district shutoff valve, meter, consumer shutoff valve and reconnecting to the existing lateral and private plumbing.
Water lateral shall include the pipe from Helix Water District’s water main to the proposed meter location and shall include a meter box and district shutoff valve.

The Water Agencies’ Standards is a common set of adopted specifications for planning and design of potable water, recycled water, raw water and sewer facilities, which standardizes project requirements for those who provide design on projects in the geographical areas administered by the participating water districts.

2.14-4 PROCEDURES

When applying for a meter and lateral installation, abandonment or relocation, the applicant shall:

A. Furnish a legal description, zoning designation and service address of the property upon which water is to be delivered, designate the location at which he/she wishes the meter placed and advise the district whether the meter is to be installed in conjunction with the lateral installation or at a later date. The applicant shall advise the district if any street improvement plans are required by the local agency of jurisdiction, and if so, pay the appropriate fees for a district plan check review. Once a meter is installed, if service has not been initiated within 12 months, except in the event of a natural disaster, the meter may be removed and a fee will be required for meter reinstatement.

B. Pay the deposit based upon a field estimate as referenced in Section 2.12-6(B)(2) for installation, abandonment or relocation; the encroachment permit where required; all connection fees; and any other charges due and payable to the district for said property. Where service is requested for a parcel not located adjacent to an existing district main, service may be permitted at the nearest main. The district assumes no responsibility or liability for the delivery of water through private pipelines or for any damage resulting from the operation of same.

C. Pay the San Diego County Water Authority capacity charges. As required by Section 5.9 of the County Water Authority Act, the district as a member agency of SDCWA, shall collect and remit to SDCWA capacity charges imposed by SDCWA. The ordinance of SDCWA in effect at the time that a water meter is obtained from the district shall govern the amount of the charge, the persons liable therefore and the procedures to be followed. The district shall not provide a water meter to a water user until the water user has paid to the district the applicable capacity charge of SDCWA. The district does not guarantee water service until all meter and capacity fees are paid. Where a dual meter is placed on an existing lateral, no SDCWA capacity charge shall be collected on the additional meter unless otherwise determined by the district to be required; however, district base charges for the additional irrigation
meter shall apply. The irrigation meter size shall be a minimum of ¾ inch. Any upsizing of the irrigation meter above the size of the existing meter shall be subject to additional Helix Water District capacity fees and San Diego County Water Authority capacity charges.

D. Pay the Helix Water District capacity fees. As required by Section 2.16, the district shall collect the district capacity fees. The district capacity fees in effect at the time that a water meter is obtained from the district shall govern the amount of the charge, the persons liable therefore and the procedures to be followed. The district shall not provide a water meter to a water user until the water user has paid to the district the applicable district capacity fees. The district does not guarantee water service until all meter and capacity fees are paid. Where a dual meter is placed on an existing lateral, no district capacity fee charge shall be collected on the additional meter unless determined by the district.

E. Properties or parcel(s) outside of the district’s boundaries will be required to request annexation into the district. Government Code Section 56133 prohibits a special district from extending services outside of its boundary and/or sphere of influence without the Local Agency Formation Commission’s approval. Upon annexation request from the property owner, the district will require a deposit for the district to perform a feasibility study. All annexation requests will require the district’s board of directors’ conceptual approval. If the annexation request is approved by the board of directors, the owner will be required to go through LAFCO’s approval process, prior to the district providing water service to the property. LAFCO and/or the district may require the owner to pay for their costs of reviewing and processing the annexation. Service exchange agreements or out-of-district type of agreements in lieu of annexation will not be acceptable.

2.14-5 LOCATION

A lateral is installed at right angles to the center line of the right-of-way, clear of driveways, other water meters and other obstacles in accordance with the Water Agencies’ Standards. Special requirements of agencies having jurisdiction of the roadway may require an alternate location. Meters will not be located on pipelines in easements except where no other pipeline is adjacent to the property. The meter box shall be located per the Water Agencies’ Standards.

2.14-6 METER SIZE CHANGE OR RELOCATION

A. Increase (With District Approval)

1. When the existing lateral is reused, a meter may be increased in size upon payment of the applicable meter cost and meter installation fee
When a new lateral is required, a meter may be increased in size upon payment of the applicable meter installation fee referenced in Section 2.12-6(B)(1) for the requested size meter, a deposit based upon a field estimate as referenced in Section 2.12-6(B)(2) plus the difference between the applicable Helix Water District capacity fees and SDCWA capacity charge of the existing meter size and proposed meter size.

B. Reduction

1. A meter may be reduced in size on an existing lateral upon payment of the applicable meter cost and meter installation fee referenced in Section 2.12-6(B) for the requested size meter. No refund of district or SDCWA charges will be allowed for a reduction in meter size or a surrender of service.

2. When a new lateral is required, a meter may be reduced in size upon payment of the applicable meter cost and meter installation fee referenced in Section 2.12-6(B)(1) for the requested size meter and a deposit as referenced in Section 2.12-6(B)(2). No refund of district or SDCWA charges will be allowed for a reduction in meter size or a surrender of service.

C. Relocation

1. Meters may be relocated only once and up to a maximum of five feet horizontally in any direction. If the meter relocation exceeds five feet, the installation of a new lateral and the abandonment of the existing lateral will be required. A deposit as referenced in Section 2.12-6(B)(2) will be required. At the discretion of the district, the relocation costs for individually owned single-family residences with meters 2-inch and smaller may be borne by the district.

2. Meter relocations are required when there is insufficient access for meter reading or meter maintenance as determined by the district. Should the district require the relocation of an existing meter, the customer will be contacted to review the proposed location of the relocated meter and all associated costs, if applicable, as referenced in Section 2.12-6(B)(2). Alternatively, the district and customer may agree
to keep the existing meter in its current location and execute an encroachment agreement.

3. Helix Water District reserves the right to reduce the meter and lateral size in the event a relocation will result in excessive demands on the system.

2.14-7 SEPARATE METER FOR EACH OWNERSHIP/LEGAL LOT

Each legal lot shall be supplied through a dedicated water meter regardless of ownership. Delivery of district water by one owner to another owner or from one legal lot to another legal lot is in violation of this rule and shall terminate the right to the meter and service may be discontinued until the violation is corrected. In the event of division of a parcel that currently has two or more occupancies in one ownership being supplied through one meter, separate water laterals must be installed for each newly created parcel.

2.14-8 DISTRICT’S RIGHT OF INSPECTION AND ACCESS

Authorized district personnel shall have unrestricted access at reasonable hours to all premises supplied with water by the district to inspect the supply system, meters or other measuring apparatus and to determine that the rules and regulations of the district are being observed.

2.14-9 METER SIZE

The district reserves the right to regulate the size, type, quantity and location of meters. When distribution facilities are adequate, a meter may be permitted. The minimum meter size is 3/4-inch. The developer owner will determine and submit the required meter size based on their demand requirements. The district may require calculations or verification of the demand requirements. The district will review and approve the actual meter size to be installed.

Meter size for commercial or industrial development will be determined individually by the owner/developer.

For a single-family residence, there shall be no more than one lateral per legal lot unless approved by the director of engineering or his/her designee, or at the written request of the city or county. Commercial or multiple family developments may have more than one lateral per legal lot.

Where a dual meter is placed on an existing lateral, the size of the irrigation meter shall be equal to or less than the existing domestic meter.
2.14-10 LATERAL SIZE

Helix Water District reserves the right to regulate the size, type, quantity and location of laterals. For each legal lot, the lateral will be sized based on the meter size, but in no case will the lateral be less than 1-inch or less than the meter size.

2.14-11 IRRIGATION METERS

Irrigation meters are subject to all district requirements and fees, unless otherwise approved by the district.

A. Dedicated Meters for Outdoor Water Use

Refer to Section 4.11 for specific requirements for dedicated meters for outdoor water use.

B. Irrigation Meters Serving Single-Family Residences

1. Irrigation meters will be billed at an irrigation class rate with a water budget if they qualify as an agricultural business under Section 2.15.

2. Irrigation meters not qualifying as an agricultural business and installed after June 3, 2009, will be billed at a domestic class rate.

3. Irrigation meters not qualifying as an agricultural business and installed prior to June 3, 2009, will be billed at an irrigation class rate with a water budget until September 1, 2011, after which time they will be billed at the domestic class rate.

C. Water Budgets for Irrigation Meters

Refer to Section 4.9-15 for specific requirements on water budgets for irrigation rate classes.

2.14-12 ACCESSORY DWELLING UNITS

Single-family residential properties adding accessory dwelling units have the following options for water service:

A. Utilize the existing district-maintained meter to provide water service to the ADU(s).

B. At the owner's request, upsize the existing water service lateral and/or meter to provide water service to the primary residence and the ADU(s). This
scenario is subject to service installation and meter fees including the appropriate capacity fees. Refer to Section 2.12 District Fees and Charges.

C. At the owner’s request, purchase an additional water service lateral and meter from Helix Water District to serve the ADU. This scenario is subject to service installation and meter fees including the appropriate capacity fees. Refer to Section 2.12 District Fees and Charges.
2.15-1 POLICY

Since July 1991, Metropolitan Water District of Southern California eliminated all credits to Helix Water District for agricultural water use. To accommodate those businesses that after 1991 remained in full crop production at a single family residence, the board approved criteria that, if met, would allow an agricultural business to apply for billing at the commercial rate. As a result of restructuring district water rates in 2009, agricultural businesses under this policy will no longer be billed at the commercial rate. Customers who wish to be considered as an agricultural business will need to contact the district and meet the criteria in Section 2.15-3 in order to be billed at the irrigation rate. Customers not meeting these criteria or who have not contacted the district will be billed at the single-family (domestic) rate.

2.15-2 RELATED PROCEDURES


2.15-3 PROCEDURE

A. General

For determining those customers who may qualify for an irrigation rate, see following criteria:

1. A minimum of one acre, not including residence, must be in full agricultural production for sale or market and verified by receipts of sales or tax statement; and

2. The majority of water metered at the property must be for agricultural purposes as determined by visual inspection.

B. Certification

1. Single-family residences in full agricultural production meeting the criteria above will be subject to periodic inspection in order to qualify for continuation of the irrigation rate.

2. Ineligible properties will be billed at the domestic rate.
SECTION 2.16 HELIX WATER DISTRICT CAPACITY FEES

2.16-1 POLICY

The Helix Water District capacity fee will be collected based on the meter size purchased in accordance with the policies described in this section. The district capacity fee is only charged to users creating additional demand on the district’s system.

2.16-2 RELATED PROCEDURES

See Section 2.12, District Fees and Charges.

See Section 2.14, Meters and Laterals.

2.16-3 DEFINITIONS

The buy-in portion of the district capacity fee ensures that new customers are on par with old customers in that old customers have paid to construct the district’s current water system. The buy-in portion is the cost for the new customer to buy-in to the existing district infrastructure. The new water supply portion covers the costs associated with obtaining additional water supplies needed to serve new customers. Currently there are no projects identified as a new water supply and therefore no fee is being charged for that portion. The district capacity fee is the combination of the buy-in portion and new water supply portion.

2.16-4 PROCEDURES

When purchasing a meter, the following procedures shall be followed:

A. If the meter is a new meter, the applicant purchasing the meter shall pay the district capacity fee based on the meter size (see also exceptions below).

B. If the meter is replacing an existing meter, the applicant purchasing the meter shall pay the district capacity fee based on the new meter size minus the district capacity fee based on the existing meter size.

1. When a water meter for a single-family residential property is required to provide standby capacity for a fire sprinkler system, the capacity charge shall be determined according to the size of the meter necessary to meet the water use requirements for the property, without consideration of additional size necessary to provide the standby capacity. Standby capacity for a fire sprinkler system is required when (1) the fire sprinkler system is required by law, including any requirement imposed by statute, ordinance, or as a condition of development, permit, or occupancy, and (2) the fire chief, fire marshal,
or building official of the city, county, or special district responsible for fire protection service to the property has provided a written statement verifying the requirement for additional meter size. The determination under this subdivision will be made at the time of installation of the meter, including installation to replace a meter with one of greater size because of the later installation of a fire protection system. This subdivision does not apply to any meters greater than one inch in size.

2. For a single-family residential property adding accessory dwelling units, where upsizing of the existing water meter is requested by the property owner, the difference in capacity fees between the existing meter and the upsized meter will be required along with any necessary water service lateral installation fees.

C. Exceptions:

1. An existing residential customer purchasing an irrigation meter to separate their interior water usage from their irrigation water (dual installation per Section 2.14) and not increasing demand will not be charged the Helix Water District capacity fee.

2. A customer that is relocating a meter of the same size will not be charged the district capacity fee.

3. When a single meter or meters for a single lot are exchanged for multiple meters to serve subdivided or developed property, the district capacity fee for all the new meters minus the district capacity fee for the existing meter or meters are calculated as if it was a new meter. However, no credit or refund is given if the charge for the single meter or meters is more than the charges for the exchanged meter.

4. The district capacity fee is not required when a water meter is obtained for property within the boundary of the district provided the parcel to be served had previously been served by the district. If no records are available which indicate the previous meter size, the capacity credit equivalent to a ¾-inch meter will be applied.

5. A separate water meter obtained and used solely for fire protection purposes (such as a fire service) is exempt from the district capacity fee.

6. A water meter obtained for temporary purposes, such as construction, interim landscape maintenance, preliminary development or similar uses is exempt from the district capacity fee.
7. Submetering per Section 2.13 is not subject to Helix Water District capacity fees.

D. If a meter is reduced in size on the same lateral, the customer will not be charged the district capacity fee. No refund is made when an existing water meter is replaced by a water meter of smaller size, even if the existing water meter was obtained before capacity fees were first imposed. Once a meter size is changed, the largest size (historically) will be used as the basis for any future changes in meter size.

E. Unlocking or reinstatement of a meter does not require payment of the Helix Water District capacity fee.

2.16-5 ACCOUNTING

When the district capacity fee is charged, the buy-in portion of the capacity fee will be charged to a separate account and the new water supply portion (if any) will be charged to a different account for accounting purposes. All funds received and interest earned in the accounts shall be used for capital facilities for the buy-in account and capital facilities or conservation measures for the new water supply account.

2.16-6 APPEALS

Any person, corporation, partnership, public agency or other entity objecting to any capacity charge of the district shall have the right to file an appeal with the district, provided the appeal is filed in writing at the offices of the district at 7811 University Avenue, La Mesa, California 91942, before payment of the capacity charge or within 10 days after payment of the charge. Any such appeal shall be reviewed by the general manager or his/her designee and a written response shall be mailed or personally delivered within 15 days of receipt of the appeal. The decision of the general manager shall be final.
3.1-1 POLICY

All purchases of goods and services shall be made at the best possible price consistent with quality. Whenever practical, competitive prices shall be obtained. If cost and quality of goods and services from local businesses are equal to those in other areas, procurement should be made from within the boundaries of Helix Water District. No purchase shall be made that is not authorized in the manner set forth herein. In general, as an irrigation district, the district is not subject to specific competitive bidding thresholds except when using bond or limited assessment proceeds. The district has chosen to utilize specific competitive bidding thresholds and guidelines even though not specifically required by state law.

The policies and procedures set forth herein are written to comply with the requirements of Sections 54201-54205 of the California Government Code (Purchases of Supplies and Equipment by Local Agencies).

3.1-2 GENERAL PROCEDURES

A. All expenditures for items classified in the district’s budget as capital assets shall be submitted to the board of directors for approval.

B. Capital assets are defined as land, buildings, water distribution and storage facilities, related structures and systems, and other non-consumable items with a purchase price of $10,000 or more and with a useful life of one year or more.

C. Standard items may be purchased regardless of dollar amount if approved in the district’s annual budget. Standard items may include, but are not limited to, meters; valves; pipes; fuel; software support, maintenance and licensing; electricity; gas; wholesale water and water treatment chemicals.

D. Expenditures greater than $50,000 shall be approved by the board unless one of the following exceptions exists:

1. The item is a standard item, or

2. The expenditure has already been approved by the board under the sole source procedures.

E. Cooperative Purchases - the district, may, subject to any limits and policies set forth in this section, award a contract for goods or services by utilizing a contract by another public agency, including, but not limited to, cooperative purchase agreements, piggyback contracting and multiple award schedules,
provided the contract was awarded following a competitive selection process in compliance with California laws.

3.1-3 SOLE SOURCE

Sole source shall mean materials, products and/or services that are not standard items, that can only be obtained from one supplier or contractor and for which obtaining quotes or bids is therefore impossible or not in the public interest, such that no competitive advantage can be gained by soliciting quotes or bids.

Sole source up to $50,000 may be procured by the general manager or his/her designee. When sole source over $50,000 is the appropriate procurement, the procurement requires board approval and authorization to proceed.

3.1-4 EMERGENCY WORK

An emergency is a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss of life or impairment of life, health, property or essential public services.

In an emergency where immediate action is required to procure the necessary equipment, services and/or supplies, to repair or replace a public facility or take any directly related and immediate action required by that emergency without first calling for bids, the general manager may award and execute contracts for such work.

Within 24 hours of award and execution of such contract(s), the general manager shall informally notify the board of such action. The general manager’s notification shall justify why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.

Additionally the general manager shall formally report such action to the board no later than at the next regularly scheduled board meeting if that meeting will occur within 14 days after the emergency contract is executed; or at a special board meeting to be held within seven days of contract execution, if the next regularly scheduled board meeting is not within 14 days.

At such meeting and at each regularly scheduled board meeting thereafter, the board shall review the emergency action taken by the general manager to determine by a four-fifths vote if there is a need to continue. If a four-fifths vote is not obtained, such action shall be terminated at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to get contracts.
3.1-5 PURCHASE OF GOODS

A. Purchase of Supplies, Materials and Inventory

1. The general manager, or his/her designee, is authorized to purchase supplies, materials and inventory without individual approvals by the board of directors provided they are approved within Helix Water District’s annual budget. Where practical, three quotes shall be obtained.

2. An **yearly** purchase order may be issued for routine supplies, materials or inventory.

B. Petty Cash

For details, see the petty cash and district credit cards policy in the administrative manual.

C. District Credit Cards

The general manager, or his/her designee, may authorize certain employees to make purchases using a district credit card. For details, see the district credit cards policy in the administrative manual.

3.1-6 PROCUREMENT OF SERVICES

A. Services and Maintenance

1. Policy

This procedure applies to services (but not professional services) and maintenance contracts including, but not limited to, contracts for routine, recurring and usual work for the preservation, protection and keeping of facilities (plants, buildings, structures, ground facilities, utility systems or any real property) for their intended purposes in a safe and continually useable condition including repairs, cleaning or other operations on machinery and other equipment permanently attached to the building as fixtures.
HELI X WATER DISTRICT POLICIES AND PROCEDURES MANUAL
SECTION 3.1 PROCUREMENT OF GOODS AND SERVICES

2. Procurement Requirements

<table>
<thead>
<tr>
<th>Contract Annual Dollar Value</th>
<th>Procurement Protocol</th>
</tr>
</thead>
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<td>$10,000 or less</td>
<td>Minimum of three written price quotes where practical.</td>
</tr>
<tr>
<td>Over $10,000</td>
<td>Request for Quote. See administrative manual for RFQ process.</td>
</tr>
</tbody>
</table>

3. Contract Award

Any contract shall be awarded to the lowest responsive, responsible bidder.

4. General Procedure

a. The general manager is authorized to approve and his/her designee may execute contracts for services and maintenance valued at $50,000 or less. Contracts valued over $50,000 shall be approved by the board of directors prior to execution.

b. Unless otherwise approved by the board, services and maintenance contracts shall be issued for a term not to exceed 48 months.

c. For services and maintenance contracts valued at $50,000 or less, the general manager is authorized to approve and his/her designee may execute contract amendments of any value provided the total contract value does not exceed $50,000. For services and maintenance contracts valued over $50,000, the general manager is authorized to approve and his/her designee may execute contract amendments of any value provided the total value of all amendments does not exceed $50,000. Any singular or cumulative amendment to the contract that exceeds $50,000 shall be approved by the board of directors.

d. A labor and material payment bond shall be required for any contract in excess of $25,000 for public work as defined in Civil Code Section 8038 in accordance with the requirements of Civil Code Section 9550 et seq. Public work is defined as the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. The bond shall be secured from a California admitted surety company that meets all state of California bonding requirements.
requirements, as defined in California Code of Civil Procedure Section 995.120, and is authorized by the state of California. The bond shall be accompanied, upon request of Helix Water District, with all documents required by California Code of Civil Procedure Section 995.660, to the extent required by law.

e. Insurance shall be required of all services and maintenance contractors.

B. Professional Services

1. Policy

A professional services agreement is an agreement between Helix Water District and a professional service provider. Professional service providers are those entities that provide advice, opinions, services or technical expertise. Examples of professional service providers include accountants, attorneys, financial consultants, public relations professionals, banking services, invoice processing and bill pay providers, engineers, educational trainers, etc. Depending upon the trade, these individuals may or may not hold professional licenses.

2. Procurement Requirements

Where practical, three proposals shall be obtained unless the general manager or his/her designee deems otherwise.

Professional services shall be selected on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.

Refer to the district's administrative manual for the request for proposal procedure.

3. General Procedure

a. The general manager is authorized to approve and his/her designee may execute professional services agreements valued at $50,000 or less. Contracts valued over $50,000 shall be approved by the board of directors prior to execution.

b. Unless otherwise approved by the board, professional services agreements shall be issued for a term not to exceed 48 months.
c. For professional services agreements valued at $50,000 or less, the general manager is authorized to approve and his/her designee may execute agreement amendments of any value provided the total agreement value does not exceed $50,000. For professional services agreements valued over $50,000, the general manager is authorized to approve and his/her designee may execute agreement amendments of any value provided the total value of all amendments does not exceed $50,000. Any singular or cumulative amendment to the agreement that exceeds $50,000 shall be approved by the board of directors.

d. Insurance shall be required of all professional services consultants, unless waived by the general manager or his/her designee.

C. Construction

1. Policy

This procedure applies to construction contracts including, but not limited to, contracts for the erection, construction, alteration or improvement of any public structure, building, road or other public improvement.

2. Procurement Requirements*

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<td>Over $50,000</td>
<td>Formal Competitive Bidding. See Section 3.1-7.</td>
</tr>
</tbody>
</table>

*Regardless of their value, contracts covered by this Section 3.1-6(C) which are paid for with proceeds of the sale of bonds or a limited assessment are subject to formal competitive bidding in accordance with state law, notwithstanding any provision of this policy and procedure. (California Public Contract Code Sections 20561 and 20562).
3. General Procedure

a. The general manager is authorized to approve and his/her designee may execute construction contracts valued up to $50,000. Contracts valued over $50,000 shall be approved by the board of directors prior to execution.

b. The general manager is authorized to approve and his/her designee may execute change orders valued up to 10 percent each of initial contract price subject to a maximum of $50,000 each. Change orders exceeding this value shall be approved by the board of directors prior to execution.

c. A labor and material payment bond shall be required for any contract in excess of $25,000 for public work as defined in Civil Code Section 8038 in accordance with the requirements of Civil Code Section 9550 et seq. Public work is defined as the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. The bond shall be secured from a California admitted surety company that meets all state of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and is authorized by the state of California. The bond shall be accompanied, upon request of Helix Water District, with all documents required by California Code of Civil Procedure Section 995.660, to the extent required by law.

d. Insurance shall be required of all construction contractors.

D. Force Account Work

Force account work shall mean work performed by district personnel. It includes, but is not limited to: emergency repairs, normal operations and maintenance work, additions or modifications to the system performed in connection with private land development or other public agency work, installation of laterals and/or meters and other work of capital improvements when authorized by the board. The general manager may approve this work without price quotations/bids.

E. Work Performed by a Utility or Public Entity

Work performed by another utility for the installation and/or relocation of utilities on behalf of the district or contracts with any public entity for plan
check, inspection or permitting may be approved by the general manager without price quotations/bids.

F. Design Build

Design build work shall mean work in which both the design and construction of a project are procured from a single entity. The design build work will be procured as approved by the board.

3.1-7 FORMAL COMPETITIVE BIDDING

A. Bids

1. Call for Bids

Notice inviting sealed bids shall be published as follows:

a. For work valued at greater than $50,000, notice shall be published once in a newspaper which serves Helix Water District and may also be sent to other interested parties as may be deemed beneficial by the general manager;

b. For work funded with proceeds of the sale of bonds or a limited assessment (regardless of value), notice shall be published once a week for three successive weeks in a newspaper published in the county in which the principal office of the district is kept, or if no newspaper is published in that county, in a newspaper the board deems advisable and may also be sent to other interested parties as may be deemed beneficial by the general manager.

2. Form of Call for Bids

The invitation for bids shall contain:

a. a statement that the plans and specifications of the work may be purchased at the district’s administration office or are available on-line via eBidboard;

b. a general description of the work or portion thereof advertised;

c. a statement that the board will receive sealed bids for the work advertised;
d. a statement that the contract or contracts for the work advertised will be awarded to the lowest responsive, responsible bidder or bidders, but that any or all bids may be rejected;

e. a statement of the time and place for opening the bids and

f. such other information as may be required by the board or by law.

3. Submission of Bids

Bids shall be submitted on forms supplied by Helix Water District and under sealed cover. Each bid shall be accompanied by cash, a certified or cashier’s check, or bond secured from a surety company satisfactory to the board in the amount indicated within the bid documents, made payable to Helix Water District, as bid security.

If the bid is accepted, the bidder shall execute the contract within the time provided in the contract documents and shall furnish the necessary certificates of insurance and bonds required by the contract documents.

4. Opening of Bids

Bids shall be publicly opened at the time and place specified in the invitation for bids. After the bids are checked for conformance with the bidding requirements, they shall be presented to the board with the recommendation of district staff.

5. Bid Evaluation and Acceptance

Acceptance of any bid shall be by action of the board. The board reserves the right to waive any irregularity, to reject any or all bids, to re-advertise or to proceed with the work or any part of it using district forces.

6. Bid Award

Any contract shall be awarded to the lowest responsive, responsible bidder.
7. Relief of Bidders

As provided in California Public Contract Code, Section 5100 et seq., a bidder shall not be relieved of its bid unless by consent of the board upon a showing by the bidder to the satisfaction of the board that:

a. a mistake was made;

b. the bidder gave the district written notice within five working days after the opening of bids of the mistake, specifying in the notice in detail how the mistake occurred;

c. the mistake made the bid materially different than the bidder intended it to be; and

d. the mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans or specifications.

A bidder who claims a mistake or forfeits its bid security shall be prohibited from participating in further bidding on the project on which the mistake was claimed or security forfeited.

B. Prequalification

The general manager, or his/her designee, is hereby authorized to prequalify bidders. Bidders may be prequalified on an annual basis or on a project specific basis. Such prequalification shall be consistent with the requirements of the California Public Contract Code.

C. Performance and Payment Bonds

Any bidder to whom a construction contract is awarded under Helix Water District’s formal competitive bidding procedures shall supply on forms satisfactory to the district, a faithful performance bond in an amount equal to the total contract price.

For any contract for public work in excess of $25,000, the bidder must also supply a labor and material payment bond in an amount equal to the total contract price.

Each bond shall be secured from a California admitted surety company that meets all state of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and is authorized by the state of
California. Each bond shall be accompanied, upon request of the district, with all documents required by California Code of Civil Procedure Section 995.660, to the extent required by law.

D. Insurance

Before work commences, evidence of insurance as required by the contract must be obtained, reviewed and accepted by the department director or his/her designee.

E. Purchasing Standards

Purchasing standards related to construction contracts for capital improvement projects will be established and maintained by the engineering department under the direction of the director of engineering. To the extent the purchase of standard items is subject to the limitations of California Public Contract Code Section 3400, the director of engineering or his/her designee is authorized by the board of directors to make findings that a material, product, thing or service is designated by specific brand or trade name within job specifications relating to construction contracts for capital improvement projects for one or more of the purposes set forth in California Public Contract Code Section 3400(c). All such findings and the basis therefore shall be documented by the director of engineering or his/her designee.

F. Exclusions

The formal competitive bidding procedures set forth in this section do not apply to:

1. Force Account Work
2. Work Performed by a Utility or Public Entity
3. Emergency Work
4. Sole Source Work

3.1-8 FEDERAL PROCUREMENT REQUIREMENTS

Notwithstanding any other provisions in this section, for purchases of goods, services and public projects requiring compliance with federal purchasing requirements, including, but not limited to, CFR 200.317 through 200.326, Helix Water District shall apply the more stringent requirement.
4.1-1 POLICY

Development of land within Helix Water District shall only occur after landowners have complied with all applicable rules, regulations, ordinances and other requirements of the city and/or county (and any other legally required governmental entity) within which the land is situated. The district will aid landowners and pertinent public authorities in ascertaining the nature and extent of water availability for any parcel of land within the district.

4.1-2 RELATED PROCEDURES

The following sections are related to this procedure and should be reviewed for additional information:

See Section 2.7, Fire Service Laterals.

See Section 2.12, District Fees and Charges.

See Section 4.2, Extension of Water Facilities.

See Section 4.3, District Cost Reimbursement Policy Refund Agreement.

See Section 4.5, Connection Fee Policy.

4.1-3 FEES

Additional charges will be made against land development projects that involve the extension of water facilities. Section 4.2, Extension of Water Facilities, should be consulted.

4.1-4 PROCEDURES

A. Request for Information

Upon receipt of a request for information about the availability of water to serve a parcel of land, the district will process such request after being paid the applicable fee. The request may come from the owner/developer, a public agency or other interested person. The district shall be furnished necessary information such as a map showing the parcel, the assessor’s number, address, engineer’s name, engineer’s license number, or land surveyor’s name, surveyor’s license and owner’s name.
HELIX WATER DISTRICT POLICIES AND PROCEDURES MANUAL
SECTION 4.1 LAND DEVELOPMENT

B. Responses to Requests

1. Helix Water District will review requests and make appropriate responses thereto.

2. Cities/County of San Diego - This request will require the district to commit that it has water available to serve the proposed development. The parcel proposed for development and its relation to existing water facilities will be identified to ascertain if the proposed structures can be served water at a minimum static pressure of 35 pounds per square inch.

3. Planning Department - This request will require additional information about the requirements to provide water service. The district will identify the parcel and its relation to existing water facilities, ascertain if the parcel can be served water and if any easements, right-of-way, encroachments or other interests in land may be needed to provide water service.

4. Fire Protection - The district requires the developer or owner to provide written documentation from the fire agency and/or agency of jurisdiction which provides fire protection for the parcel of the proper facilities needed and location of the facilities to provide fire protection. The district will verify the requirements with the entity which provides fire protection.

5. Letter Responses - The district will respond by letter to the appropriate entities with the requested information.

C. Required Agency Approval

Prior to extending water service for land development and prior to ascertaining the estimates of costs and other matters necessary for the preparation of plans and construction of new water facilities pursuant to Section 4.2 hereof, the district will require documentation from the agency of jurisdiction that the land has been approved for the contemplated development as required by the public agency which has jurisdiction thereof.

D. Requirements for Land Development

In order to fulfill the requirements of the county or the respective city for land development, it may be necessary to install or construct water facilities. If new water facilities are required, the work shall be performed in accordance with the requirements of the district. See Section 4.2.
E. Clearance for Department of Real Estate

After all prerequisites of Section 4.2, Extension of Water Facilities, have been completed, Helix Water District will authorize construction of water facilities for the land development and advise appropriate persons or entities. If a subdivision is involved and if requested by the developer/owner, the district will prepare a letter to the California Department of Real Estate notifying them that financial arrangements have been made for the subdivision. Copies of this letter will be sent to other public agencies as requested by the customer.

4.1-5 SERVICE PRIORITY POLICY FOR LOWER INCOME DEVELOPMENTS

In accordance with SB 1087, water service priority shall be granted to any “proposed developments that include housing units for lower income households.” For purposes of this policy, proposed developments that include housing units for lower income households shall be developments that include dwelling units to be sold or rented to lower income households, as defined in Section 50079.5 of the Health and Safety Code, at an affordable cost, as defined in Section 50052.5 of the HSC, or an affordable rent, as defined in Section 50053 of the HSC.
SECTION 4.2 EXTENSION OF WATER FACILITIES

4.2-1 POLICY

After approval has been given by the responsible public agency for land development, Helix Water District will construct or cause to be constructed the necessary water facilities to provide water service for the land to be developed. The cost for planning and constructing the new facilities shall be borne by the landowner or developerowner. Upon filing of the notice of completion and acceptance of the project by the district, the facilities shall be contributed to the district. The district will not allow private fire hydrants and/or private water mains serving private fire hydrants.

4.2-2 RELATED PROCEDURES

The following sections are related to this procedure and should be reviewed for additional information:

See Section 2.7, Fire Service Lateral.

See Section 2.8, Engineering and Project Cost Accounting.

See Section 2.12, District Fees and Charges.

See Section 2.14, Meters and Laterals.

See Section 2.16, Helix Water District Capacity Fees.

See Section 4.1, Land Development.

See Section 4.3, District Cost Reimbursement Policy Refund Agreement.

See Section 4.4, Plans and Specifications - Issuance and Refund.

4.2-3 DEFINITIONS

Owner shall be the landowner, developer or landowner/developer.

4.2-4 FEES AND DEPOSITS

The payment of fees and a deposit will be required before performance of the work.
SECTION 4.2 EXTENSION OF WATER FACILITIES

A. Fee for Water Main Extensions

A project initiation fee and processing fee will be charged prior to Helix Water District initiating work and preparing a water main estimate. See Section 2.12.

B. Deposits for Water Main Extensions

A plan check deposit will be required prior to the district initiating plan check work. All costs associated with plan checking will be billed on an actual cost basis. Any remaining deposit funds will be credited against the total required construction deposit. In the event district charges exceed the deposit amount during the plan check, an additional deposit will be required to continue work.

C. Credit or Refund of Deposits

Upon completion or other termination of a project, all deposits will be credited to total district costs for the project. If the deposit plus any other payments made to the project exceeds total district costs, the district will refund the difference. If there is a deficiency in the deposits paid the district, the owner/developer will be billed the difference. An owner/developer can request the district to terminate work on a project prior to commencement of construction.

D. Additional Inspection Deposits

Where an existing district facility exists within a development that may be impacted by project activities, a separate deposit determined by the district, shall be collected for inspection for the protection of facilities per Section 2.12, District Fees and Charges.

4.2-5 PROCEDURE FOR WATER MAIN EXTENSIONS

A. General

The following are requirements of water main extensions:

1. Pipelines shall be installed in all dedicated streets or easements where the district determines it is necessary to complete a distribution system.

2. The pipelines shall extend to within one foot of the boundary of the development and extend across the frontage of all parcels to be served unless otherwise approved by the district.
3. If the boundary of the property is also the boundary of the district, the pipeline may be terminated approximately five feet inside the last parcel.

4. In instances where reservations are made for future streets and no other public improvements are being made, the developer-owner may either install the pipeline or guarantee later installation as agreed upon by the board on a case-by-case basis.

5. Helix Water District will not allow private fire hydrants and/or private water mains serving private fire hydrants.

6. A water service connection (domestic and/or irrigation) shall be added at the end of a dead-end water main for water quality purposes.

7. When fire protection facilities are required within the development, water mains shall be extended onto a development and extended across the frontage of all parcels to be served.

8. The pipelines shall be a looped system and not dead-end when feasible or deemed necessary by the district.

9. When water main facilities are developed and existing facilities are impacted, the developer-owner shall be responsible for addressing all existing facilities including relocating water mains within easements to street right of way, abandoning the existing water main within the easement and quitclaiming of the easement; and relocating water service(s) to the new main, abandoning the existing water service(s) and reconnecting to private plumbing.

10. Water facilities are to be designed and constructed per the latest version of the Water Agencies' Standards. Water facilities shall be installed within the street right of way to the extent possible.

11. Asphalt pavement shall be installed over all water mains. Any finished surface improvements other than asphalt pavement within district easement will require an encroachment removal agreement. Finished surface improvements addressing hydro modification requirements including but not limited to permeable pavers, bio swales or retention basins shall not be installed within district easement unless otherwise approved by the district.
B. Water Main Estimate

1. When an owner/developer has an approved tentative map or plan, as part of the proposed water main plan check process, request may be made for the district to prepare a water main construction cost estimate. The estimate will graphically show the proposed development, the district's requirements and the district's estimated costs to install the required water facilities. The estimate shall be signed by the director of engineering or his/her designee. It shall contain a statement that if the costs incurred exceed the estimate, the owner/developer shall be responsible to pay to the district the difference between the amount initially paid and the final cost. If the final costs are less than the estimate, the district will refund the difference. The estimate will be mailed to the developer, developer's engineer and to others as requested by the customer.

2. The estimate shall separately state the cost to cover of Helix Water District's work and the cost of the contractor's work. District costs are categorized into two groups, district work and district charges. The estimate will also state the bond amount.

District work refers to direct and indirect work to be performed by the district, such as inspection, testing connections to existing facilities, tapping valves, in-line valves, permits, etc.

The contractor's work cost establishes the required bond amount. District charges refers to indirect work in providing support services, such as office engineering, valve crew assistance, permits, miscellaneous work, etc.

C. Construction Drawings, Review and Approval

1. Construction drawings shall be prepared by the owner/developer's registered professional civil engineer, who will obtain all field data and develop plans to district standard specifications (Water Agencies' Standards). Collection of survey data and performance of all and provide construction surveying necessary for construction of proposed water facilities, shall be performed by a California licensed land surveyor when the facilities are constructed, all at the developer's expense. The construction drawings shall comply with the requirements of the water main estimate.
2. The district shall review the construction drawings for conformance to its standards. When the construction drawings are complete to the satisfaction of the engineering department district, and the agreements, bonds and deposits are submitted to the district, the drawings will be submitted to the director of engineering, or his/her designee, for approval. Copies of the district’s standard specifications (Water Agencies’ Standards) are available for download at www.sdwas.org. See Section 4.4, Plans and Specifications - Issuance and Refund.

3. Upon approval of the plans, the engineering department district shall retain the original mylars if the water main extension is under district title block, or a copy of the signed originals on mylar sheets from the developer owner or engineer of work if the plans are on city or county title block. The engineering department district will save a scanned electronic copy of the signed original mylars.

4. The district shall review any landscape/irrigation and architectural plans inclusive of building plans, dry utility layout and other proposed structures or private pipelines near any proposed water mains for the project.

D. Acquisition of Right of Way

1. While construction drawings are being prepared, the right of way requirements will be determined by Helix Water District and transmitted to the developer owner.

2. The developer owner shall provide the district with a legal description and 8-1/2" x 11" plat of the necessary right of way to be acquired with district title block, and title reports of the subject properties.

3. The district will review and finalize the right of way documents and transmit the documents to the engineer and/or developer owner for signature. One fully executed copy shall be returned to the district. All right of way requirements shall be met satisfied by the owner/developer prior to plans being released to field for construction. Developer_Owner shall provide any revised right of way documents required if changes are made in the field.

E. Required Financial Arrangements

1. Prior to issuance of the clearance for the Department of Real Estate or commencement of construction, the owner/developer shall make financial arrangements satisfactory to the district which will insure
construction of the water facilities in accordance with the approved construction drawings and at no cost to the district. Refer to Section 4.1-4(E).

2. **Cash Deposit for District Portion of Estimated Cost** - The owner/developer shall deposit cash equal to the estimated cost for district work and district charges set forth in the water main estimate. If final district costs are more than estimated, the owner/developer shall be responsible to pay the difference. If final district costs are less than estimated, district will refund to owner/developer the difference.

3. **Agreement for Improvement of Water Facilities** - The owner/developer shall enter into an agreement to construct or cause to be constructed the water facilities as approved and set forth in the construction drawings. The agreement will require the owner/developer to furnish the district with a faithful performance bond in an amount equal to the contractor's work cost established in the water main estimate, if the contractor's work project cost is more than $25,000, excluding district's costs, a labor and material payment bond in an amount equal to 100 percent of the faithful performance bond is also required. The faithful performance bond and labor and material payment bond shall be a bond and not a deposit in lieu of a bond.

   a. **Form of Bonds and Agreement**

      i. The bonding company must be satisfactory to the Helix Water District. The district will furnish, upon request, a copy of the form or agreement and bonds which are required to be furnished and executed. Each bond shall be secured from a California-admitted surety company that meets all state of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and is authorized by the state of California. Each bond shall be accompanied upon request of the district, with all documents required by California Code of Civil Procedure Section 995.660 to the extent required by law.

      ii. The bonds shall remain in effect throughout the duration of the work and expire by operation of law in accordance with California law.
iii. Pursuant to California Government Code Section 66499.7, if the bonds for the project were provided pursuant to the Subdivision Map Act, the bonds shall remain in effect throughout the duration of the work and the faithful performance bond shall remain in force for a period of one year following final completion and acceptance by the district and the filing of a notice of completion. The labor and material payment bond shall remain in force a minimum of 35 days after the project's notice of completion is filed.

iv. Following filing a notice of completion for the project by the district, the district may allow the developer-owner to reduce the amount of the faithful performance bond for the one-year guarantee period by substituting a new bond or security in an amount not less than 25 percent of the original bond amount.

F. Required Project, Encroachment Permits and Environmental Requirements Documents Prior to Construction

1. After financial arrangements have been completed and the project is released to the field for construction and a planning file is opened, a project number will be assigned to the project. The Helix Water District will secure the necessary encroachment permit(s) with the agency of jurisdiction, and complete the necessary evaluation of environmental documents by owner/customer. If there are proposed fire services within the project, application and agreement for fire services shall have to be executed by the owner/developer before releasing the project to the field for construction.

2. After the plans have been signed by the district, all the agreements have been completed, bonds executed, deposit submitted, all necessary easements granted, the encroachment permit(s) obtained, the environmental requirements completed, encroachment agreement executed (if applicable), encroachment removal agreement executed (if applicable), plan sets provided by the developer-owner and material submittals approved, the project can be released to the field for construction. The following will be provided to the operations center staff for construction:

   a. Necessary sets of the construction drawings;

   b. Two copies of the encroachment permit;
be. Service Order to install paperwork;

cd. Approved material submittals;

e. Fire service installation checklist (if applicable);

df. One copy of the water main estimate;

g. One half-size copy of the construction drawings.

G. Construction, Inspection and Testing

District representatives shall have access to all water main extension work for detailed inspection and testing. Pressure testing, compaction testing and bacteriological testing of the new facilities will be performed on all new facilities. Compaction testing charges by an independent laboratory will be at developer/owner’s expense. The developer/owner’s contractor shall maintain a current and detailed set of as-built field plans, available at the site at all times. Failure to maintain as-built information as facilities are constructed may cause work to be stopped by the district until as-builts are brought up to date.

H. Notice of Completion and Acceptance of New Facilities

1. The new facilities shall be considered complete after all necessary water facilities have been completed and all work is performed in accordance with the approved construction drawings and Helix Water District standards, including adjustment of all valve well covers flush with street pavement and water meter boxes set to finished grade. Meter and capacity fees are not required to be paid prior to filing the notice of completion for the project. After all work is completed and accepted final walk through by the district staff, the owner shall provide the assigned project inspector with a final report of geotechnical compaction results and a complete and accurate set of field as-built plans for review and acceptance. Once accepted, the inspector shall notify the assigned planner the engineering department that the project is ready for a notice of completion to be filed, and provide as-built field plans.

2. Section 2.8, Engineering and Project Cost Accounting, should be consulted for additional processing information regarding filing the notice of completion and closing an engineering project.

3. Owner/Developer’s engineer of work shall sign and submit, upon review and approval by the district, as-built record drawings in mylar form to the district, prior to processing of the notice of completion.
PROCEDURE FOR FIRE PROTECTION FACILITIES/EXISTING MAINS

A. General

When installation of fire protection facilities on existing water mains are required, the work will be performed by the district. The owner/developer must follow the procedures herein and pay for all costs to the district.

B. Determination of Fire Protection Requirements

The developer/owner will contact the appropriate fire agency responsible for fire protection to determine the required fire protection facilities such as fire flow demands, and location of the facilities. The developer/owner will be required to provide written documents from the fire agency of jurisdiction of required fire protection facilities. Upon submitting the appropriate fees, the district will verify the requirements with the entity which provides fire protection. Generally, the requirements fall into five categories:

1. Installation of new fire hydrants;
2. Upgrading of existing fire hydrants;
3. Installation of fire service laterals;
4. Relocation of fire hydrants or fire service laterals;
5. Abandonment of fire hydrants or fire service laterals.

C. Estimate of Cost

1. When the owner/developer requests that the new facilities be installed and upon submitting the appropriate fees, Helix Water District will prepare an estimate of probable cost and inform the owner/developer of the amount.
2. The owner/developer shall deposit with the district, the amount of the estimated cost of the required work.

D. Acquisition of Right of Way

1. The owner/developer shall furnish easements, right of way or other interests in land necessary to install the facilities prior to releasing to field for construction and commencement of work by the district.
2. The requirements of Section 4.2-4(D) shall apply.

E. Special Agreements

1. If installation of a fire service lateral is required, the owner/developer shall execute a standard application for fire service lateral before the lateral is constructed.

2. Section 2.7, Fire Service Lateral, should be consulted for detailed information.

F. Installation of the Facilities

1. After all required charges, plan approvals, deposits, agreements and rights of way are provided, the district will perform the work required as soon as practical.

2. The district will obtain necessary encroachment permits and the owner will complete the required environmental analysis.

3. All costs involved in installing the facilities will be charged to the project. When the work is complete, a final accounting will be made. Any excess or deficiency in the account will be either refunded or billed to the owner/developer.

4. Section 2.8, Engineering and Project Cost Accounting, should be consulted for additional processing information.

5. All requested work at any property shall have the property owner's written consent or permission if submitted by a customer listed on the account that is not the owner.
4.3-1 POLICY

Owners/developers will be reimbursed for that portion of the installation costs, which are attributable to pipelines larger than 12 inches and/or other facilities that provide additional flow for the benefit of Helix Water District beyond that required to provide adequate domestic and fire service to the development.

4.3-2 REIMBURSEMENT RULES

A. Oversized Pipelines and Other Facilities

1. The developer-owner shall pay for the cost of all water facilities for their development project. The district will reimburse the developer owner for any oversizing of pipelines or any other facilities beyond that required to provide adequate domestic and fire service to the project. The amount of reimbursement will be determined at the time of the water main estimate preparation and shall be approved by the board.

2. Reimbursement shall be made pursuant to written agreement, within one year after filing the notice of completion, without interest. The district may negotiate different terms for reimbursement on a case-by-case basis.

4.3-3 PROCEDURES

A. The estimated amount and terms of any district reimbursement will be contained in the water main estimate.

B. All reimbursement agreements (resolutions) must be approved by the board of directors.
SECTION 4.4 PLANS AND SPECIFICATIONS - ISSUANCE AND REFUND

4.4-1 POLICY

Standard specifications and contract documents shall be readily available to contractors, engineers, developers, owners, and suppliers to encourage the most competitive bidding possible.

4.4-2 RELATED PROCEDURES

See Section 2.12, District Fees and Charges.

4.4-3 PROCEDURE

A. General

1. The intent of this practice is to make available to contractors, engineers, owners, developers, and suppliers adequate materials regarding Helix Water District's standards and needs in order that the district will realize the most responsible price for work or materials purchased.

2. Distribution of excessive copies of standard specifications or contract documents is not in the best interest of the district and should be avoided.

B. Standard Specifications

1. The board has authorized the director of engineering to develop, approve and maintain standard specifications for the construction of water facilities. The district's standard specifications are included in the Standard Specifications for Potable Water, Recycled Water, and Sewer Facilities (Water Agencies' Standards).


C. Specific Project Contract Documents

Electronic copies of contract documents will be provided upon request to contractor plan rooms at no charge as required by Section 20103.7 of the California Public Contract Code. Notwithstanding this requirement, all bidders are responsible for ensuring that their bid is submitted on the latest contract documents and that all addenda are included.
1. A deposit or fee may be collected for each set of contract documents (plans and specifications) for construction projects.

2. Contract documents may be acquired in-person at the customer service counter of the administration office or by downloading from an authorized electronic bidding website (e.g., bidboard.com). Contract documents will not be delivered by U.S. Postal Service. Documents may be delivered via Federal Express or United Parcel Service and billed to the recipient’s account.

3. Contract documents shall be numerically coded prior to being issued. Helix Water District shall keep a plan holder’s list, which will show the following information on each contractor or supplier acquiring contract documents:
   a. Name, mailing address, email address and telephone number;
   b. Contractor’s license number as applicable;
   c. Number of contract documents issued;
   d. Amount of the deposit or fee received, if any;
   e. Date of the transaction.

4. Any changes to the contract documents after the notice inviting bids has been published shall be made by addenda. All addenda shall be delivered, reposted on an authorized electronic bidding website for download by plan holders, by certified mail with return receipt. If plans are available through an electronic bidding website, addenda shall also be issued through the electronic bidding website. Addenda may be additionally faxed provided all documents included in the calculation can be faxed legibly. Notwithstanding the foregoing, bidders are responsible to verify they have received the latest project documents and all addenda.

5. The designated fee shall be collected and a receipt issued, if applicable. A copy of the receipt shall be retained in the records of the customer service department.

6. The director of engineering will determine if it is in the district’s best interest to collect a fee for plans and specifications. The fee collected shall not exceed the reasonable cost of reproduction of the plans and specifications.
4.5-1 POLICY

In order to facilitate the implementation of basic Helix Water District policy that the owner of land to be developed shall bear or shall have borne the cost for water facilities and contribute them to the district, connection fees shall be charged to customers in cases where the owners of the land to be served have not previously contributed to the cost of construction of an existing water main.

The district may enter into a standard 10-year contract with a developer owner regarding reimbursement of a portion of costs incurred by future connections. The district's only obligation is to collect specified reimbursement fees on behalf of the developer owner for each future connection by other developer owners or applicants whose properties front the installed water main.

4.5-2 RELATED PROCEDURES

See Section 2.12-12(B), District Fees and Charges.

4.5-3 PROCEDURE

A. General

1. Connection fees shall be determined by the district based on actual design and construction costs.

2. Connection fees will be noted on the district's GIS mapping.

3. Connection fees shall be established by the district based on a charge per lineal foot of property fronting on a water main for which fronting property owners have not contributed to a share of its cost.

4. Where service can be obtained by property on only one side of the water main, such as along a freeway frontage road or the district boundary, etc., the standard connection fee shall be doubled to recover water main installation costs.

5. No service connections shall be allowed that attempt to avoid the payment of connection fees.
B. Main Extensions Constructed with General Funds

1. Where district funds are used to construct new water mains which can serve adjacent property but the owners of which have not contributed to the cost of construction, a connection fee charge shall be imposed to reimburse Helix Water District.

   Connection fees shall not be established on a new main replacing an existing main.

2. The requirement to pay a connection fee for a specified water main shall continue until the cost of constructing the water main has been fully recovered or until a period of 10 years has passed since the notice of completion was filed. After the connection fee is paid or 10-year period is complete, the connection fee will no longer be imposed.

C. Main Extensions Constructed by Developers Owners

1. In order to establish reimbursements for future connections by other owners for the design and the construction of a water main, the developer-owners shall provide the district with a written and accurate itemization of the costs of design and construction of the expanded facilities within 30 days of filing the notice of completion of such facilities. The district shall determine the amounts subject to reimbursement and will establish connection fees against the properties not contributing to the construction cost for the new main.

2. The connection fee shall continue to be imposed for the water main until collected from adjacent developed property or until expiration of the connection fee agreement, at which time it will be removed from the district's GIS maps. The agreement with the developer-owner shall provide that reimbursement to an developer-owner shall cease after a 10-year period.

3. The reimbursement contract shall be executed on a form provided by the district, covering a period of 10 years from the date of acceptance of the facilities by the district. No reimbursement contract shall be entered into by the district unless it is executed by the parties within 90 days after the board has accepted the completed facilities.

4. The reimbursement payments shall be paid to the developer-owner for a period of 10 years from the date of acceptance of the developer owner installed facilities or until the developer-owner has received the total amount specified in the reimbursement agreement, whichever
SECTION 4.5 CONNECTION FEE POLICY

occurs first. No interest shall be paid to the developer-owner on any sum paid or payable that is associated with the agreement.

5. Water main extensions, connecting to an existing main for which a connection fee is imposed, shall not be subject to payment of connection fees. However, if laterals, fire hydrants and/or fire services are tapped onto a water main for which an existing connection fee is imposed, the connection fee shall be collected prior to making the connections.
4.6-1 POLICY

Helix Water District provides water to meet the needs of local fire agencies and its customers in order to minimize damage to life and property from fires. The district will use its best efforts to provide sufficient water to meet fire emergencies, but it does not guarantee the availability of any specific quantity of water at a particular time or the proper functioning of fire protection systems.

4.6-2 RELATED PROCEDURES

See Section 2.12, District Fees and Charges.

4.6-3 DESIGN CRITERIA

A. The district’s existing distribution system has been generally designed to meet peak hour demands, including fire flow capabilities.

B. Local fire agencies review new developments to determine fire protection requirements. New water mains will be designed as nearly as practical to accommodate the needs of the fire agencies.

4.6-4 INSTALLATION OF NEW FIRE PROTECTION FACILITIES

A. Fire hydrants on district mains are the property of the district. However, payment for new fire hydrant installations or fire hydrant head replacements is the responsibility of the fire protection agency or property owner concerned.

B. Charges for the installation of new fire hydrants on existing mains when required shall be based on actual cost. Charges for new fire hydrants installed on new mains contracted by the district shall be at the bid price plus 10 percent.

C. Installation of private fire protection systems via a fire service lateral shall be installed consistent with Section 2.7, Fire Service Lateral.

D. When possible, new fire hydrants shall be placed in the ultimate location based on information provided by the agency having jurisdiction over the public right of way. The location must meet the district’s operational requirements and standards.
E. Installation of fire hydrants shall be per the fire hydrant installation and maintenance agreements executed between Helix Water District and fire agencies within the district.

4.6-5 MAINTENANCE CRITERIA

A. The district will provide all labor and material for all maintenance of fire hydrants within the district to assure water tightness and operational functionality. This includes replacement in kind, if necessary, but does not include upgrading the type or capacity of the fire hydrant. The district will also provide periodic painting of fire hydrants and protective posts where applicable. Reflectors, which indicate location of the fire hydrant, are the responsibility of the fire department.

B. When a fire hydrant is damaged and the responsible party is unknown, the district will repair or replace the fire hydrant as necessary at the district's expense. When a fire hydrant is damaged and the responsible party is known, the district will repair or replace the fire hydrant as necessary and actual costs will be reimbursed by the responsible party.

C. Maintenance of fire hydrants shall be per the district fire hydrant installation and maintenance agreements executed between the district and fire agencies within the district.

4.6-6 REPLACEMENT CRITERIA

A. The district will replace fire hydrant laterals and heads that do not meet current standards when it replaces the main that serves the hydrant. As workload permits, the district will also replace fire hydrant laterals and heads that do not meet current standards on other pipelines not being replaced. Existing heads may be reused, reconditioned or replaced with a head of the same configuration.

B. If the fire agency requests an upgraded hydrant, the cost difference will be borne by the fire agency.

4.6-7 FIRE HYDRANT TESTING

A. Due to water conservation measures, the district does not routinely flow new or existing fire hydrants. However, the district will assist property owners, fire agencies, etc., with a hydraulic analysis that will simulate fire flows at a given fire hydrant location. This information will be made available to the appropriate fire agencies.
SECTION 4.6 FIRE PROTECTION POLICY

B. Before a fire hydrant is accepted by Helix Water District, it will be activated by district staff and a record made of its location.

C. In special or emergency circumstances, the district will cooperate with fire agencies in selectively flow testing hydrants, which can be safely tested without property damage or adverse effect on the district’s system. Flow testing shall be done in accordance with Section P of the fire hydrant installation and maintenance agreement between the district and the appropriate fire agency.

D. Flow data will be transmitted to the engineering department for evaluation and shall be added to the district records.

E. Periodically, the Insurance Services Office will evaluate the fire protection capabilities of the fire agencies within the district. The district will cooperate in flow testing fire hydrants.

F. The district maintains flow data on most of the fire hydrants within its system. Where this data is not satisfactory, private parties may request that a hydrant be flow tested. A fee as required in Section 2.12 will be charged for this service. The district reserves the right to provide simulated fire flow data using hydraulic modeling software in lieu of actual flowing of a fire hydrant.

G. The district reserves the right to flow new or existing fire hydrants.

4.6-8 FIRE HYDRANT RELOCATIONS

A. When it is necessary to relocate an existing fire hydrant due to public improvements (contracted and paid for by a public agency) within public right of way, the district will relocate the fire hydrant at the district’s expense.

B. When it is necessary to relocate an existing fire hydrant due to private improvements, the district will relocate the fire hydrant at the owner’s and/or developer’s expense.

C. When possible, fire hydrants shall be relocated to the ultimate location based on information provided by the agency having jurisdiction over the public right of way. The district shall make the appropriate contacts when easements are required. The district will prepare the necessary easement documents.
4.8-1  POLICY

Helix Water District shall comply with the requirements of the California Environmental Quality Act.

4.8-2  PURPOSE OF PROCEDURES

These procedures are intended to implement the purposes and provisions of CEQA, as set forth in Public Resources Code Section 21000 et seq., and the Guidelines for implementation of the California Environmental Quality Act, developed by the Office of Planning and Research and adopted by the Secretary for Resources, as set forth in Title 14 of California Code of Regulations, Sections 15000 et seq.

4.8-3  SHORT TITLE

These procedures may be cited as the district’s CEQA procedures. The Helix Water District Local Guidelines for Implementing the California Environmental Quality Act as published under separate cover and on file with the board secretary.
4.9-1 POLICY

Article 10, Section 2 of the California Constitution declares that waters of the state are to be put to beneficial use, that waste, unreasonable use, or unreasonable method of use of water be prevented, and that water be conserved for the public welfare.

Conservation of current water supplies and minimization of the effects of water supply shortages that are the result of drought are essential to the public health, safety and welfare.

Regulation of the time of certain water use, manner of certain water use, design of rates, method of application of water for certain uses, installation and use of water-saving devices, provide an effective and immediately available means of conserving water.

California Water Code Sections 375 et seq. authorizes water suppliers to adopt and enforce a comprehensive water conservation program.

Adoption and enforcement of a comprehensive water conservation program will allow the Helix Water District to delay or avoid implementing measures such as water rationing or more restrictive water use regulations pursuant to a declared water shortage emergency as authorized by California Water Code Sections 350 et seq.

San Diego County is a semi-arid region and local water resources are scarce. The region is dependent upon imported water supplies provided by the San Diego County Water Authority, which obtains a substantial portion of its supplies from the Metropolitan Water District of Southern California. Because the region is dependent upon imported water supplies, weather and other conditions in other portions of this state and of the southwestern United States affect the availability of water for use in San Diego County.

The SDCWA has adopted an urban water management plan that includes water conservation as a necessary and effective component of SDCWA’s programs to provide a reliable supply of water to meet the needs of the SDCWA’s 24 member public agencies, including Helix Water District. SDCWA’s urban water management plan also includes a contingency analysis of actions to be taken in response to water supply shortages. This drought response policy is consistent with SDCWA’s urban water management plan.

As anticipated by its urban water management plan, SDCWA, in cooperation and consultation with its member public agencies, has adopted a drought management plan, which establishes a progressive program for responding to water supply limitations resulting from drought conditions. This policy is intended to be consistent with and implemented with SDCWA’s drought management plan.
The San Diego County Water Authority’s drought management plan contains three stages and details regional actions to be taken to lessen or avoid supply shortages. This policy contains drought response levels that correspond with the drought management plan stages.

Helix Water District, due to the geographic and climatic conditions within its territory and its dependence upon water imported and provided by SDCWA, may experience shortages due to drought conditions, regulatory restrictions enacted upon imported supplies and other factors. The district has adopted an urban water management plan that includes water conservation as a necessary and effective component of its programs to provide a reliable supply of water to meet the needs of the public within its service territory. The district’s urban water management plan also includes a contingency analysis of actions to be taken in response to water supply shortages. This policy is consistent with the urban water management plan adopted by the district.

The water conservation measures and progressive restrictions on water use and method of use identified by this policy provide certainty to water users and enables the district to control water use, provide water supplies and plan and implement water management measures in a fair and orderly manner for the benefit of the public.

4.9-2 DECLARATION OF NECESSITY AND INTENT

The district in this declaration of necessity and intent finds the following:

A. This policy and procedure establishes water management requirements necessary to conserve water, enable effective water supply planning, assure reasonable and beneficial use of water, prevent waste of water, prevent unreasonable use of water, prevent unreasonable method of use of water within the district in order to assure adequate supplies of water to meet the needs of the public, and further the public health, safety and welfare, recognizing that water is a scarce natural resource that requires careful management not only in times of drought, but at all times.

B. This policy and procedure establishes regulations to be implemented during times of declared water shortages, or declared water shortage emergencies. It establishes four levels of drought response actions to be implemented in times of shortage, with increasing restrictions on water use in response to worsening drought conditions and decreasing available supplies.

C. The district has adopted permanent water use efficiency measures that are in effect regardless of drought level. These measures are best practices that support the efficient use of water.

D. Level 1 condition drought response measures are voluntary, with the exception of the permanent water use efficiency measures, and will be reinforced
through local and regional public education and awareness measures that may be funded in part by Helix Water District. During drought response condition Levels 2 through 4, all conservation measures and water-use restrictions are mandatory and become increasingly restrictive in order to attain escalating conservation goals.

E. The permanent water conservation measures and water use restrictions established by this policy during a drought response Level 2 condition or higher are mandatory and violations may be subject to criminal, civil, and administrative penalties and remedies specified in this policy.

4.9-3 DEFINITIONS

The following words and phrases whenever used in this section shall have the meaning defined below:

Grower refers to those engaged in the growing or raising, in conformity with recognized practices of husbandry, for the purpose of commerce, trade, or industry, or for use by public educational or correctional institutions, of agricultural, horticultural or floricultural products, and produced: (1) for human consumption or for the market, or (2) for the feeding of fowl or livestock produced for human consumption or for the market, or (3) for the feeding of fowl or livestock for the purpose of obtaining their products for human consumption or for the market. Grower does not refer to customers who purchase water subject to the Metropolitan Water District of Southern California interim agricultural water program or the San Diego County Water Authority special agricultural rate programs.

SDCWA means the San Diego County Water Authority.

DMP means SDCWA’s drought management plan in existence on the effective date of this policy and as readopted or amended from time to time, or an equivalent plan of SDCWA to manage or allocate supplies during shortages.

MWDSC means the Metropolitan Water District of Southern California.

Person means any natural person, corporation, public or private entity, public or private association, public or private agency, government agency or institution, school district, college, university or any other user of water provided by the district.

Conservation offset means the implementation of proven conservation techniques which, when installed, will result in a reduction equal to demand of the proposed use. Calculation of demand and saving shall be performed or verified by the member agency or the general manager based upon non-drought conditions.
Potable water means water delivered by a member agency or the San Diego County Water Authority which meets drinking water standards.

4.9-4 APPLICATIONS

A. The provisions of this policy apply to any person in the use of any water provided by Helix Water District.

B. This policy is intended solely to further the conservation of water. It is not intended to implement any provision of federal, state, or local statutes, ordinances, or regulations relating to protection of water quality or control of drainage or runoff. Refer to the local jurisdiction or Regional Water Quality Control Board for information on any stormwater ordinances and stormwater management plans.

C. Nothing in this policy is intended to affect or limit the ability of the district to declare and respond to an emergency, including an emergency that affects the ability of the district to supply water.

D. The provisions of this policy do not apply to use of water from private wells or to recycled water.

E. Nothing in this policy shall apply to use of water that is subject to a special supply program, such as the Metropolitan Water District of Southern California interim agricultural water program or the SDCWA special agricultural rate programs. Violations of the conditions of special supply programs are subject to the penalties established under the applicable program. A person using water subject to a special supply program and other water provided by the district is subject to this policy in the use of the other water.

4.9-5 PERMANENT WATER USE EFFICIENCY MEASURES

At all times, the following practices shall be in effect:

A. Washing down paved surfaces, including but not limited to sidewalks, driveways, parking lots, tennis courts or patios, except when it is necessary to alleviate safety or sanitation hazards, is prohibited.

B. Water waste resulting from inefficient landscape irrigation, such as runoff, low head drainage, or overspray, etc., is prohibited. Similarly, stop water flows onto non-targeted areas, such as adjacent property, non-irrigated areas, hardscapes, roadways or structures.
### HELIX WATER DISTRICT POLICIES AND PROCEDURES MANUAL

#### SECTION 4.9 DROUGHT RESPONSE POLICY AND PROCEDURE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>C.</td>
<td>Irrigating turf and ornamental landscape during and for at least 48 hours following measurable precipitation is prohibited.</td>
</tr>
<tr>
<td>D.</td>
<td>Irrigating ornamental turf on public street medians is prohibited.</td>
</tr>
<tr>
<td>E.</td>
<td>Use re-circulated water to operate ornamental fountains.</td>
</tr>
<tr>
<td>F.</td>
<td>Wash vehicles using a bucket and a hand-held hose with positive shutoff nozzle, mobile high pressure/low volume wash system, or at a commercial site that re-circulates (reclaims) water on-site. Avoid washing during hot conditions when additional water is required due to evaporation.</td>
</tr>
<tr>
<td>G.</td>
<td>Serve and refill water in restaurants and other food service establishments only upon request.</td>
</tr>
<tr>
<td>H.</td>
<td>Offer guests in hotels, motels and other commercial lodging establishments the option of not laundering towels and linens daily.</td>
</tr>
</tbody>
</table>

#### 4.9-6 DROUGHT RESPONSE LEVEL 1 – DROUGHT WATCH CONDITION

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>A drought response Level 1 condition is also referred to as a drought watch condition. A Level 1 condition applies when the San Diego County Water Authority notifies its member agencies that due to drought or other supply reductions, there is a reasonable probability there will be supply shortages and that a consumer demand reduction of up to 10 percent is required in order to ensure that sufficient supplies will be available to meet anticipated demands. The general manager shall declare the existence of a drought response Level 1 and take action to implement the Level 1 conservation practices identified in this policy.</td>
</tr>
<tr>
<td>B.</td>
<td>During a Level 1 drought watch condition, Helix Water District will increase its public education and outreach efforts to emphasize increased public awareness of the need to implement the following water conservation practices. [The same water conservation practices become mandatory if the district declares a Level 2 drought alert condition]:</td>
</tr>
</tbody>
</table>

1. Irrigate residential and commercial landscape before 10 a.m. and after 6 p.m. only. Consider limiting lawn watering and landscape irrigation using spray sprinklers to no more than 10 minutes per day. Irrigation run time should be adjusted to avoid runoff.

2. Use a hand-held hose equipped with a positive shutoff nozzle or bucket to water landscaped areas, including trees and shrubs located on
residential and commercial properties that are not irrigated by a landscape irrigation system.

3. Irrigate nursery and commercial grower’s products before 10 a.m. and after 6 p.m. only. Watering is permitted at any time with a hand-held hose equipped with a positive shutoff nozzle, a bucket or when a drip/micro-irrigation system/equipment is used. Irrigation of nursery propagation beds is permitted at any time. Watering of livestock is permitted at any time.

4. Repair all water leaks within five days of notification by Helix Water District unless other arrangements are made with the general manager.

C. During a drought response Level 2 condition or higher, all persons shall be required to implement the conservation practices established in a drought response Level 1 condition.

4.9-7 DROUGHT RESPONSE LEVEL 2 – DROUGHT ALERT CONDITION

A. A drought response Level 2 condition is also referred to as a drought alert condition. A Level 2 condition applies when the San Diego County Water Authority notifies its member agencies that due to cutbacks caused by drought or other reduction in supplies, a consumer demand reduction of up to 20 percent is required in order to have sufficient supplies available to meet anticipated demands. The district board of directors shall declare the existence of a drought response Level 2 condition and implement the mandatory Level 2 conservation measures identified in this policy.

B. All persons using district water shall comply with Level 1 drought watch water conservation practices during a Level 2 drought alert, and shall also comply with the following additional conservation measures:

1. Limit residential and commercial landscape irrigation to no more than three days per week. During the months of November through May, landscape irrigation may be limited to no more than twice per week. Watering days may be established and assigned by the general manager and posted by the district. This section shall not apply to commercial growers or nurseries.

2. Limit lawn watering and landscape irrigation using spray sprinklers to no more than 10 minutes per watering station per assigned day. Irrigation run time shall be adjusted to avoid runoff. This provision does not apply to landscape irrigation systems using water efficient devices, including but not limited to: weather based controllers,
drip/micro-irrigation systems, stream rotor sprinklers and rotating nozzles.

3. Water landscaped areas, including trees and shrubs located on residential and commercial properties, and not irrigated by a landscape irrigation system governed by Section 4.9-6(B)(1), on the same schedule set forth in Section 4.9-6(B)(1) by using a bucket, hand-held hose with positive shutoff nozzle or low-volume non-spray irrigation.

4. Repair all leaks within 72 hours of notification by Helix Water District unless other arrangements are made with the general manager.

4.9-8 DROUGHT RESPONSE LEVEL 3 – DROUGHT CRITICAL CONDITION

A. A drought response Level 3 condition is also referred to as a drought critical condition. A Level 3 condition applies when the San Diego County Water Authority notifies its member agencies that due to increasing cutbacks caused by drought or other reduction of supplies, a consumer demand reduction of up to 40 percent is required in order to have sufficient supplies available to meet anticipated demands. The district board of directors shall declare the existence of a drought response Level 3 condition, shall declare a water shortage emergency pursuant to California Water Code Section 350, and shall implement the Level 3 conservation measures identified in this policy.

B. All persons using district water shall comply with Level 1 drought watch and Level 2 drought alert water conservation practices during a Level 3 drought critical condition and shall also comply with the following additional mandatory conservation measures:

1. Limit residential and commercial landscape irrigation to no more than two days per week. During the months of November through May, landscape irrigation may be limited to no more than once per week. Watering days may be established and assigned by the general manager and posted by the district. This section shall not apply to commercial growers or nurseries.

2. Water landscaped areas, including trees and shrubs located on residential and commercial properties, and not irrigated by a landscape irrigation system governed by Section 4.9-7(B)(1), on the same schedule set forth in Section 4.9-7(B)(1) by using a bucket, hand-held hose with a positive shutoff nozzle or low-volume non-spray irrigation.

3. Stop filling or refilling ornamental lakes or ponds, except to the extent needed to sustain aquatic life, provided that such animals are of...
significant value and have been actively managed within the water feature prior to declaration of a drought response level under this policy.

4. Stop washing vehicles except at commercial carwashes that re-circulate water, or by high pressure/low volume wash systems.

5. Repair all leaks within 48 hours of notification by Helix Water District unless other arrangements are made with the general manager.

C. Upon the declaration of a drought response Level 3 condition, the district may implement restrictions whereby no new potable water service shall be provided, no new temporary meters or permanent meters shall be provided, and no statements of immediate ability to serve or provide potable water service (such as, will serve letters, certificates or letters of availability) shall be issued, except under the following circumstances:

1. A valid, unexpired building permit has been issued for the project; or

2. The project is necessary to protect the public’s health, safety and welfare; or

3. The applicant provides substantial evidence of an enforceable commitment that water demands for the project will be offset prior to the provision of a new water meter(s) to the satisfaction of the district.

This provision shall not be construed to preclude the resetting or turn on of meters to provide continuation of water service or to restore service that has been interrupted for a period of one year or less.

D. Upon the declaration of a drought response Level 3 condition, the district will suspend consideration of annexations to its service area.

E. The district may establish a water allocation for property served by the district using a method that does not penalize persons for the implementation of conservation methods or the installation of water saving devices. If the district establishes a water allocation it shall provide notice of the allocation by including it in the regular billing statement for the fee or charge or by any other mailing to the address to which the district customarily mails the billing statement for fees or charges for on-going water service. Following the effective date of the water allocation as established by the district, any person that uses water in excess of the allocation shall be subject to a penalty for each billing unit of water in excess of the allocation. The penalty for excess water usage shall be cumulative to any other remedy or penalty that may be imposed
for violation of this policy. The Helix Water District board of directors, by resolution, shall establish the amount of the penalty in accordance with applicable law.

4.9-9 DROUGHT RESPONSE LEVEL 4 – DROUGHT EMERGENCY CONDITION

A. A drought response Level 4 condition is also referred to as a drought emergency condition. A Level 4 condition applies when the San Diego County Water Authority Board of Directors declares a water shortage emergency pursuant to California Water Code Section 350 and notifies its member agencies that Level 4 requires a demand reduction of more than 40 percent in order for the district to have maximum supplies available to meet anticipated demands. The district shall declare a drought emergency in the manner and on the grounds provided in California Water Code Section 350.

B. All persons using district water shall comply with conservation measures required during Level 1 drought watch, Level 2 drought alert and Level 3 drought critical conditions and shall also comply with the following additional mandatory conservation measures:

1. Stop all landscape irrigation, except crops and landscape products of commercial growers and nurseries. This restriction shall not apply to the following categories of use:

   a. Maintenance of trees and shrubs that are watered on the same schedule set forth in Section 4.9-7(B)(1) by using a bucket, hand-held hose with a positive shutoff nozzle or low-volume non-spray irrigation;

   b. Maintenance of existing landscaping necessary for fire protection as specified by the fire marshal of the local fire protection agency having jurisdiction over the property to be irrigated;

   c. Maintenance of existing landscaping for erosion control;

   d. Maintenance of plant materials identified to be rare or essential to the well-being of rare animals;

   e. Maintenance of landscaping within active public parks and playing fields, day care centers, school grounds, cemeteries and golf course greens, provided that such irrigation does not exceed the schedule established under Section 4.9-7(B)(1);
f. Watering of livestock; and,


g. Public works projects and actively irrigated environmental mitigation projects.

2. Repair all water leaks within 24 hours of notification by the Helix Water District unless other arrangements are made with the general manager.

C. The district may establish a water allocation for property served by the district. If the district establishes a water allocation it shall provide notice of the allocation by including it in the regular billing statement for the fee or charge or by any other mailing to the address to which the district customarily mails the billing statement for fees or charges for on-going water service. Following the effective date of the water allocation as established by the district, any person that uses water in excess of the allocation shall be subject to a penalty for each billing unit of water in excess of the allocation. The penalty for excess water usage shall be cumulative to any other remedy or penalty that may be imposed for violation of this policy. The district board of directors, by resolution, shall establish the amount of the penalty in accordance with applicable law.

4.9-10 CORRELATION BETWEEN DROUGHT MANAGEMENT PLAN AND DROUGHT RESPONSE LEVELS

A. The correlation between the San Diego County Water Authority’s drought management plan stages and the district’s drought response levels identified in this policy is described herein. Under DMP Stage 1, the district would implement drought response Level 1 actions. Under DMP Stage 2, the district would implement drought response Level 1 or Level 2 actions. Under DMP Stage 3, the district would implement drought response Level 2, Level 3 or Level 4 actions.

B. The drought response levels identified in this policy correspond with the San Diego County Water Authority drought management plan as identified in the following table:

<table>
<thead>
<tr>
<th>Drought Response Levels</th>
<th>Use Restrictions</th>
<th>Conservation Target</th>
<th>DMP Stage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Drought Watch</td>
<td>Voluntary</td>
<td>Up to 10%</td>
<td>Stage 1 or 2</td>
</tr>
<tr>
<td>2 - Drought Alert</td>
<td>Mandatory</td>
<td>Up to 20%</td>
<td>Stage 2 or 3</td>
</tr>
<tr>
<td>3 - Drought Critical</td>
<td>Mandatory</td>
<td>Up to 40%</td>
<td>Stage 3</td>
</tr>
<tr>
<td>4 - Drought Emergency</td>
<td>Mandatory</td>
<td>Above 40%</td>
<td>Stage 3</td>
</tr>
</tbody>
</table>
4.9-11 PROCEDURES FOR DETERMINATION AND NOTIFICATION OF DROUGHT RESPONSE LEVEL

A. The existence of a drought response Level 1 condition may be declared by the general manager upon a written determination of the existence of the facts and circumstances supporting the determination. A copy of the written determination shall be filed with the clerk or secretary of Helix Water District and provided to the board of directors. The general manager may post in the lobby of the administration office and publish a notice of the determination of existence of drought response Level 1 condition in one or more newspapers, including a newspaper of general circulation within the district. The district may also post notice of the condition on its website.

B. The existence of drought response Level 2 or Level 3 conditions may be declared by resolution of the district board of directors adopted at a regular or special public meeting held in accordance with state law. The mandatory conservation measures applicable to drought response Level 2 or Level 3 conditions shall take effect on the tenth day after the date the response level is declared. Within five days following the declaration of the response level, the district shall publish a notice of the resolution in a newspaper used for publication of official notices.

C. The existence of a drought response Level 4 condition may be declared in accordance with the procedures specified in California Water Code Sections 351 and 352. The mandatory conservation measures applicable to drought response Level 4 conditions shall take effect on the tenth day after the date the response level is declared. Within five days following the declaration of the response level, the district shall publish a notice of the resolution in a newspaper used for publication of official notices. If the district establishes a water allocation, it shall provide notice of the allocation by including it in the regular billing statement for the fee or charge or by any other mailing to the address to which the district customarily mails the billing statement for fees or charges for on-going water service. Water allocation shall be effective on the fifth day following the date of mailing or at such later date as specified in the notice.

D. The district’s board of directors may declare an end to a drought response level by the adoption of a resolution at any regular or special meeting held in accordance with state law.

4.9-12 HARDSHIP VARIANCE

A. If, due to unique circumstances, a specific requirement of this policy would result in undue hardship to a person using district water or to property upon
which Helix Water District water is used, that is disproportionate to the impacts to district water users generally or to similar property or classes of water uses, then the person may apply for a variance to the requirements as provided in this section.

B. The variance may be granted or conditionally granted, only upon a written finding of the existence of facts demonstrating an undue hardship to a person using district water or to property upon which district water is used, that is disproportionate to the impacts to the district’s water users generally or to similar property or classes of water use due to specific and unique circumstances of the user or the user’s property.

1. Application. Application for a variance shall be a form prescribed by the district and shall be accompanied by a nonrefundable processing fee in the amount of $250.

2. Supporting documentation. The application shall be accompanied by photographs, maps, drawings and other information, including a written statement of the applicant.

3. Required findings for variance. An application for a variance shall be denied unless the approving authority finds, based on the information provided in the application, supporting documents, or such additional information as may be requested, and on water use information for the property as shown by the records of the district, all of the following:
   a. That the variance does not constitute a grant of special privilege inconsistent with the limitations upon other district customers.
   b. That because of special circumstances applicable to the property or its use, the strict application of this policy would have a disproportionate impact on the property or use that exceeds the impacts to customers generally.
   c. That the authorizing of such variance will not be of substantial detriment to adjacent properties, and will not materially affect the ability of the district to effectuate the purpose of this section and will not be detrimental to the public interest.
   d. That the condition or situation of the subject property or the intended use of the property for which the variance is sought is not common, recurrent or general in nature.
4. Approval authority. The general manager, or his/her designee, shall exercise approval authority and act upon any completed application no later than 10 days after submittal and may approve, conditionally approve or deny the variance. The applicant requesting the variance shall be promptly notified in writing of any action taken. Unless specified otherwise at the time a variance is approved, the variance applies to the subject property during the term of the mandatory drought response.

5. Appeals to the Helix Water District Board of Directors. An applicant may appeal a decision or condition of the general manager on a variance application to the district board of directors within 10 days of the decision upon written request for a hearing. The request shall state the grounds for the appeal. At a public meeting, the district board of directors shall act as the approval authority and review the appeal de novo by following the regular variance procedure. The decision of the district board of directors is final.

4.9-13 VIOLATIONS AND PENALTIES

A. Any person, who uses, causes to be used or permits the use of water in violation of this policy is guilty of an offense punishable as provided herein.

B. Each day that a violation of this policy occurs is a separate offense.

C. Administrative fines may be levied for each violation of a provision of this policy as follows:
   1. One hundred dollars for a first violation.
   2. Two hundred dollars for a second violation of any provision of this policy within one year.
   3. Five hundred dollars for each additional violation of this policy within one year.

D. Willful violations of the mandatory conservation measures and water use restrictions as set forth in Section 4.9-8 and applicable during a Level 4 drought emergency condition may be enforced by discontinuing service to the property at which the violation occurs as provided by Water Code Section 356.

E. All remedies provided for herein shall be cumulative and not exclusive.

F. Nonpayment of penalties shall be processed under the policies of Section 2.5.
A. If Helix Water District’s general manager or his/her designee, determines to impose a fine on a person (violator) who has violated any provision of Section 4.9 of the district’s policies and procedures, he or she shall cause a written notice of the violation to be sent to the violator. The notice shall provide in sufficient detail the violation(s), the amount of the penalty being imposed, and the date or times by which the penalty shall be paid to the district. Service of any notice required under this Section 4.9-13 shall be made by the following means:

1. personal service in the same manner as a summons in a civil action; or

2. registered United States mail, which service shall be completed at the time of deposit into the United States mail.

B. A violator may appeal the imposition of any penalty imposed pursuant to Section 4.9 of the district policies and procedures as follows:

1. A violator may appeal the imposition of any penalty by completing and submitting in writing to the district board secretary a form provided by the district for such purpose. All appeals shall be submitted to the district board secretary within 30 calendar days of the date of the notice of the imposition of the penalty.

2. The district general manager, or his/her designee, shall review the appeal and any related information provided by the violator, and if necessary, cause an investigation and report to be made concerning the imposition of any penalty. The district general manager, or his/her designee, shall have 20 calendar days from the submission of the appeal to render a decision on whether to grant the appeal and mail notice thereof to the violator. If the general manager, or his/her designee, grants the appeal and determines that any penalty was imposed in error or should be reduced, within 15 calendar days of such determination the general manager, or his/her designee, shall;

   a. refund the penalty or any portion thereof, if paid by the violator, for which the appeal was granted, including any additional penalties related thereto; or,

   b. determine and fix the correct amount of penalty for the violator, including any additional penalties related thereto, and give written notice thereof.
3. The decision of the general manager, or his/her designee, may be appealed by the violator to the board of directors. Such appeal must be submitted in writing and filed with Helix Water District’s board secretary within 15 calendar days of the date of decision of the general manager, or his/her designee. The board of directors shall conduct a hearing on such appeal at its next regularly scheduled board of directors meeting; provided, however, the board of directors shall have received the notice of appeal at least 15 calendar days prior to such meeting. If the appeal is not submitted within at least 15 calendar days prior to a regularly scheduled board of directors meeting, then the hearing shall be held at the next following regularly scheduled board of directors meeting. A notice of the hearing shall be mailed to the violator at least 10 calendar days before the date fixed for the hearing. The board of directors shall review the decision of the district’s general manager, or his/her designee, de novo. The determination of the board of directors shall be conclusive and constitute a final order. Notice of the determination by the board of directors shall be mailed to the violator within 10 calendar days of such determination.

a. If the appeal is granted in whole or in part, within 10 calendar days from the date of mailing of the notice of determination by the board of directors, the district shall;

i. refund the penalty or any portion thereof if paid by the violator, including any other penalties related thereto for which the appeal was granted; or,

ii. determine and impose the correct amount of the penalty for the violator, including any other penalties related thereto.

b. If the appeal is denied or granted in part, the violator shall have 20 calendar days from the date of the mailing of the notice of determination by the board of directors to pay the penalty, and any other penalties, if any, fixed by the board of directors.

C. Until the conclusion of the appeal process, all provisions and decisions under appeal shall remain in full force and effect until the conclusion of the appeal process.

4.9-15 EFFECTIVE DATE

This policy is effective immediately upon adoption or as otherwise established by state law for the district.
4.9-16 WATER CONSERVATION/PRINCIPLES OF WATER BUDGETS HELIX WATER DISTRICT

A. General

Water budgets will be assigned to all irrigation classes. A water budget is a tool to encourage appropriate water use during all seasons. Water budgets assign target usage for each billing cycle. Water budgets will be tied to a tiered rate billing structure. Accounts that use more water than their assigned budget target will be billed at a higher tier or tiers than the target usage tier. These higher tiers are referred to as water conservation rates.

B. Requirements

1. Water budgets are based on a property’s irrigated landscape area.

2. Water budgets are assigned on a per meter basis for sites with more than one meter. The site is responsible for providing Helix Water District staff with a map or description of the landscape areas served by each meter.

C. Procedure

1. Budgets will be calculated by district staff using the formula below in compliance with the maximum applied water allowance as outlined in California’s model water efficient landscape ordinance:

   Water budget in HCF = \( \frac{LA \times (ETAF \times ETo)}{748} \times 0.62 \)

   a. LA = Irrigated landscape area in square feet

   b. ETAF (Evapotranspiration Adjustment Factor) =

      i. 0.7 for existing, non-rehabilitated landscapes

      ii. 0.55 for residential landscapes (new or redeveloped) that are permitted on or after December 1, 2015

      iii. 0.45 for non-residential landscapes, new or redeveloped, that are permitted on or after December 1, 2015

      iv. 1.0 for schools or public sites with functional use turf (e.g. parks, picnic areas, athletic fields) special landscape areas including areas dedicated solely to edible plants,
recreational areas or water features using recirculated water.

c. ETo=Reference Evapotranspiration from the closest CIMIS station (Station 153/Escondido or Station 147/Otay Lake) in inches

d. 0.62=Conversion factor (to gallons per square foot)

e. The ETAF may be modified as Helix Water District water shortage levels change. See Table A below.

f. The California irrigation management information system lists the historical and daily ETo figures on-line at http://www.cimis.water.ca.gov. The district’s water budget calculations will be in compliance with these figures. Effective with bills issued on or after November 16, 2015, CIMIS daily ETo values will be used by the district to calculate water budgets instead of historical values.

Table A: Water Shortage Level ET Adjustment Factor

<table>
<thead>
<tr>
<th>Water Shortage Level</th>
<th>I</th>
<th>II</th>
<th>III</th>
<th>IV</th>
</tr>
</thead>
<tbody>
<tr>
<td>ETAF Existing (prior to 12/1/15)</td>
<td>0.7</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>ETAF Residential (new or redeveloped after 12/1/15)</td>
<td>0.55</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>ETAF Non-Residential (new or redeveloped after 12/1/15)</td>
<td>0.45</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>ETAF Special Landscape Areas</td>
<td><strong>1.0</strong></td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

TBD = To be determined by the board.

Water budgets are calculated on a bimonthly billing cycle basis.

D. Compliance

1. If a customer believes that the assigned budget is too low, given their site conditions, they may apply for a variance to their water budget for potential adjustments to the irrigated landscape area, plant type or other special circumstances approved by the general manager or his/her designee.
2. Newly planted low-water-use landscapes (with a crop coefficient of less than 50 percent) are eligible to apply for an increased water budget during its establishment period not to exceed three years. The watering schedule must be reduced to comply with the site’s standard water budget within three years. All requests are subject to field verification.

3. If Helix Water District is unable to confirm a customer's landscaped areas served by each meter, the district will calculate and assign a water budget of 1 HCF per billing period for each meter, until such time the required information is provided and confirmed.
4.10-1 POLICY

Helix Water District maintains and operates pipelines and appurtenant structures necessary to produce, transport and distribute water. In connection therewith, the district owns fee and easement interests in real property. From time to time, various public utilities, governmental agencies and private property owners request to jointly use district real property. The district hereby establishes policies and procedures whereby real property in which the district has legal interests may be jointly used by others.

4.10-2 DEFINITIONS

Whenever the following words are used in this section, they have the following meaning ascribed to them:

Board of directors means the board of directors of the Helix Water District.

District means the Helix Water District and includes all of that area included within the boundaries of the district, as originally established, and as from time to time may be amended by the board of directors and all property owned by the district.

District interests means the recorded legal rights owned by the district in district fee-owned real property and easements.

District real property means fee-owned and easement interests.

Encroachment agreement means a written document which sets forth the terms and conditions which govern the encroachments on district real property and easements.

Encroachment permits were issued prior to 2013 with terms and conditions equivalent to encroachment agreements. See above for definition of encroachment agreement.

Major encroachment means the placement of a publicly or privately owned facility, structure or landscaping on district real property and easements which could result in the obstruction of district access, damage to district facilities or would require significant district effort to correct.

Minor encroachment means the placement of a publicly or privately owned facility, structure or landscaping on district real property and easements which could result in the obstruction of district access but could be corrected without significant effort by the district.

Owner means any person to whom an encroachment permit or agreement is issued pursuant to this section.
Person means an individual, association or private or public entity given legal status by the laws of the state of California.

4.10-3 GENERAL REQUIREMENTS

A. No person shall make or have an existing encroachment on Helix Water District real property without an encroachment agreement for such encroachment.

B. Any encroachment permitted on district real property shall conform to the approved plans and the conditions of the encroachment agreement.

C. Any encroachment agreement shall be limited to the owner or to the owner’s agents.

D. District personnel are not authorized and shall not give oral authorization for encroachments on district real property. Authorization to encroach upon district real property may be given only in writing pursuant to the provisions of this section.

4.10-4 ADMINISTRATION OF DISTRICT REAL PROPERTY AND EASEMENTS

A. District real property shall be administered pursuant to this section.

B. The board of directors hereby delegates the director of engineering authority to review applications for, and to approve encroachment agreements.

C. The director of engineering, based on applicable ordinances, policies and standards shall determine the extent, type and nature of the encroachments to be permitted under this section, the type of application and agreement required, and the applicable fees.

D. The director of engineering shall administer and enforce this section and shall do all things necessary to effect its purpose and intent, including:

1. Establish standards and promulgate regulations for encroachments;

2. Accept applications and impose conditions of approval;

3. Issue, and record if applicable, encroachment agreements when all applicable conditions are met;

4. Cause the property or easement to be inspected and assure completion of any work (if applicable);
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<td>5. Suspend or cancel encroachment agreements whenever agreements are improperly issued based on any of the following grounds:</td>
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<td>a. Facts are not as presented in the application;</td>
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<td>b. Work is inconsistent with approved plans;</td>
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<td>c. Protection of the public’s health, safety or general welfare; or</td>
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<td>d. Encroachment violates other provisions of Helix Water District’s policies or procedures or applicable federal, state or local codes.</td>
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<td>6. Terminate unauthorized encroachments by all appropriate legal means.</td>
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<td>7. Address existing encroachments on real property by removal of encroachments at the expense of the owner, acceptance and issuance of an encroachment agreement, sale or quitclaim of real property that is no longer needed by the district (with board approval), or relocation of district facilities at the expense of the owner (cost may be shared if it is in the best interest of the district).</td>
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**E.** When the nature of the encroachment requested is subject to other legal requirements, administrative regulations or affects district operations, the director of engineering shall make every effort to ensure that work adheres to those other requirements and shall be guided by the policies of the board of directors in determining the disposition of the application. Applications that are not consistent with the various requirements shall be denied.

**F.** The director of engineering shall cause to be inspected all encroachments permitted under this section to ensure compliance.

**G.** If work is undertaken on district real property without a valid encroachment agreement, or an encroachment currently exists on the property, the director of engineering is authorized to:

1. Give appropriate notice that in the opinion of the district, the work constitutes or may constitute an encroachment and order the work to be stopped or removed until an encroachment agreement is executed or a determination is made that the work does not constitute an encroachment; and

2. Assess a fee of double the normal district processing and inspection fee for the encroachment agreement; agreement, is not applied for within 10 business days after the notice is given, the director of engineering
may give notice that Helix Water District’s real property or easement and any associated facilities, pump stations, pipelines or other appurtenances must be restored to its original condition at the sole cost of the person encroaching upon the property. Should restoration not begin promptly, legal action may be commenced to protect the district’s interests;

3. Order mitigation of the violation where the director of engineering determines that reasonable restoration of the site to its lawful condition is infeasible or that irreparable damage has been done to an environmentally sensitive area, habitat or structure. Mitigation requirements may include purchase or exchange by the violator of like-kind real property of similar or greater quality and quantity. Mitigation shall be at the sole cost of the violator;

4. Cause the suspension of any encroachment agreement relating to the same property until the prerequisite encroachment agreement is obtained; and

5. Promulgate additional administrative guidelines and regulations to implement and clarify the authority to require restoration and mitigation.

H. The director of engineering may cancel an encroachment permit or agreement, or may require related plans to be amended when it is in the interest of public health, safety or general welfare and under any of the following situations:

1. Upon request of the owner;

2. When the site conditions or operative facts upon which the encroachment agreement was sought were not accurately presented in the application;

3. When work as constructed or as proposed to be constructed or existing encroachments create a hazard to public health, safety or general welfare;

4. When the agreement violates district policy or provisions of federal, state or local law;

5. When the district’s repair or installation of public improvements requires the cancellation;

6. When the encroachment agreement is due for renewal; or
7. When Helix Water District requires the property unencumbered for any reason.

4.10-5 ISSUANCE OF ENCROACHMENT AGREEMENTS–NEW IMPROVEMENTS

A. Applications for encroachment agreements under this section shall be made in accordance with procedures established by the director of engineering. Applications shall be accompanied by such detailed plans, specifications, schedules and estimates as may be required to determine the nature and extent of the encroachment and the applicable fees.

B. Detailed plans shall be prepared on material and to the size and in the manner designated by the director of engineering and showing at a minimum the boundaries of the proposed development, lot lines, public and private right of way lines, district facilities and an indication of the intended use of the property. The extent and nature of the encroachment(s) shall be clearly shown.

C. All encroachment agreement applications shall be subject to the review of the director of engineering.

D. When proposed work or inquiries concerning district real property necessitates investigation, the director of engineering may require a special investigation and special investigation deposit. Special investigation deposits shall be in addition to other fees and special deposits.

E. The owner shall notify all affected public utilities of his or her request to encroach on district real property and shall coordinate with the public utilities in order that any necessary relocations of existing facilities may be done in an orderly fashion without interrupting the continuity of service or endangering life or property.

4.10-6 APPEALS

Within 10 days after receipt of a decision of the director of engineering pursuant to the provisions of Section 4.10-4(l), an owner may file with the board of directors a written request for a public hearing. Upon the filing of such a request, the board of directors shall set a time and place for the hearing and shall notify the party requesting the hearing at least five days before the hearing date. The hearing shall be held within 30 days after the request is filed. The decision of the board of directors shall be final.
4.10-7 FEES

Encroachment agreement fees or deposits required by this section shall be collected in accordance with procedures established by the director of engineering. A schedule of fees to cover the costs of processing encroachment agreement applications and related expenses incurred pursuant to this section are shown in Section 2.12. Deposit accounts will be used for costs relating to special investigations and other Helix Water District costs not covered in the fixed application fee. No encroachment agreement shall be issued and no work shall be permitted on district real property until the director of engineering has received the fees applicable under this section.

4.10-8 SITE RESTORATION

A. Restoration of work undertaken without an encroachment agreement is required and shall occur prior to any further development on the site. Restoration requires:

1. Submittal to, and acceptance by, the director of engineering of a restoration plan which may include necessary monitoring and inspection by the district or a district designated party, both at the cost of the violator; and

2. Compliance with any other reasonable requirements of the director of engineering including those established pursuant to this section.

4.10-9 TERMS AND CONDITIONS

A. In each case when the director of engineering decides to issue an encroachment agreement, the agreement may include the following terms and conditions:

1. If terms and conditions require a covenant, the covenant shall run with the land and be binding upon and inure to the benefit of successors in interest including, the future owners, encumbrancers, successors, heirs, personal representatives, transferees and assignees of the respective parties.

2. Owner shall use the district’s real property only in the manner and for the purposes described in the permit and the attached plans.

3. By accepting the benefits herein, owner acknowledges that district’s rights and obligations shall continue in full force and effect and shall not be affected by the district’s grant of permission to encroach.
4. Work authorized by an encroachment agreement must be completed within 180 calendar days of the issued date unless otherwise specified. Failure to complete the work within the specified time shall make the encroachment agreement null and void. The term of this encroachment agreement is as specified herein and may be revoked by Helix Water District at any time. The district shall mail written notice of revocation to owner that shall set forth the date upon which the encroachment agreement shall cease. Owner shall mail written notice of abandonment to the district that shall set forth the date upon which the encroachment is to cease.

5. The encroachment shall be installed and maintained in safe and sanitary condition at the sole cost, risk and responsibility of the permittee, including but not limited to any damages to the encroachment caused by the district’s operations, repair, maintenance or construction requirements.

6. The owner shall at all times indemnify and save the district free and harmless from and pay in full, any and all claims, demands, losses, damages or expenses that the district may sustain or incur in any manner resulting from the construction, maintenance, use, repair, or presence of the encroachment installed hereunder, including any loss, damage or expense arising out of (1) loss of or damage to property; and (2) injury to or death of persons; excepting any loss, damage or expense and claims for loss, damage or expense resulting in any manner from the negligent act or acts of the district, its contractors, officers, agents or employees. The district may require the owner to carry liability insurance covering all work to be undertaken pursuant to the permit, including products and completed operations, naming the district as an additional insured.

7. The district may remove all or a portion of the encroachment in order to repair, replace or install public improvements. The district shall have no obligation to pay for or restore owner’s encroachment.

8. If either party is required to incur costs to enforce the provisions of the encroachment agreement or this policy, the prevailing party shall be entitled to full reimbursement for all costs, including reasonable attorneys’ fees.

9. Owner waives the right to assert any claim or action against the district arising out of or resulting from the revocation of this encroachment agreement or the removal of any improvements or any other action by
Helix Water District, its officers, agents or employees taken in accordance with the terms of the encroachment agreement.

10. Owner recognizes and understands that this encroachment agreement may create a possessory interest subject to property taxation and that the owner may be subject to the payment of property taxes levied on such interest.

11. As a condition precedent to owner’s right to go upon the district’s real property or easement, this encroachment agreement must first be signed by the owner, notarized and executed and recorded by the district.

12. Encroachment agreements shall be recorded in the office of the county recorder as an obligation upon the land involved.

13. A security fee for encroachment agreements may be required.

14. The failure of any one or more occasions by either party to strictly enforce any one or more of the terms of the encroachment agreement shall not constitute a waiver of either party’s right to enforce such terms in the future.

15. If any section or part of the encroachment agreement is found by a court of competent jurisdiction to be unenforceable or invalid, that section or part shall be stricken from the agreement and the remainder may be enforced according to its terms.

B. Additional terms and conditions may be added to the encroachment agreement as determined by the director of engineering.

4.10-10 UNAUTHORIZED ENCROACHMENTS PROHIBITED

A. The director of engineering may direct staff to investigate unauthorized encroachments of district property in conflict with district property or district improvements.

B. The director of engineering may request removal of encroachments, which in the director’s opinion conflict with district property or district improvements; or authorize an encroachment agreement per above-described procedures.

C. If the director of engineering is unable to satisfactorily remove, restrict or legitimate via an encroachment agreement, encroachments of property by negotiation, then the director of engineering may request the board of
directors to authorize counsel to institute litigation to remove encroachments conflicting with Helix Water District property or district improvements.

4.10-11 ENFORCEMENT AUTHORITY AND REMEDIES

A. The district’s director of engineering, general manager (or their designee) is authorized to administer and enforce the provisions of this section.

B. The remedies for a violation of this section may include, but are not limited to, injunctive relief, civil penalties, any administrative remedy set forth in this policies and procedures manual, or any remedy set forth in the enforcement agreement.
4.11-1 GENERAL

Helix Water District hereby establishes a comprehensive water conservation and water efficiency program for new development or redevelopment within the district.

The district finds that water conservation and water efficiency in all new domestic or commercial development or redevelopment is essential to the district’s continued ability to provide water to new and redeveloped areas and to avoid or minimize the effects of any future shortage.

4.11-2 REQUIREMENTS

All new commercial and domestic developments or redevelopments shall install only high-efficiency appliances, use only high-efficiency watering technologies and landscape using water-wise principles as follows:

A. Install the following indoor fixtures in all residential (houses, condominiums, apartments) and commercial/industrial areas (if applicable):
   1. High-efficiency toilets (1.28 gallons or less per flush).
   2. High-efficiency dishwashers (Energy Star, WaterSense or equivalent).
   3. High-efficiency clothes washers (meets or exceeds the CEE Tier 1 standard).
   4. Low-flow shower heads (1.8 gallons per minute or less).

B. Design and install landscaping in all parks, common areas, commercial, industrial, multi-family and residential landscapes in compliance with the most recent Department of Water Resources model ordinance or the water efficient landscape ordinance and the Maximum Applied Water Allowance set forth by the local land use agency, as applicable.

C. Install dedicated meters for outdoor water use:
   1. In single-family residences with one or more acre(s) of irrigated landscape.
   2. In all parks and common areas.
3. In commercial/industrial/government/multi-family sites with 5,000 square feet or more of irrigated landscape.

D. Enroll all new irrigation meters (except those at single-family residences) in the Helix Water District water budget program and provide documentation of irrigated landscape area at the time of meter purchase.

E. Install automatic irrigation controllers with automatic rain delay that utilize either evapotranspiration (weather-based) or soil moisture data at all homes (residential areas), common areas, parks and commercial/industrial landscapes.

F. If using overhead spray to irrigate, high-efficiency, matched-precipitation rate sprinkler nozzles are required at all homes (residential landscapes), common areas, parks and commercial/industrial landscapes.

Any project that requires a permit, plan check or design review by local planning agencies is considered a redevelopment.

4.11-3 COMPLIANCE AND MONITORING

A. Ensure that covenants, conditions and restrictions pertaining to the proposed subdivision/development do not prohibit the use and maintenance of low-water-use plant materials, and/or the use of artificial turf.

B. Certify that all units, common areas and parks comply with all of the above requirements.

C. Schedule inspection for compliance with water efficiency requirements.

D. Provide water-use efficiency data upon request to the district for six years following installation/development.

4.11-4 PROCEDURE

Executive Order B-29-15 required the Department of Water Resources to update the existing model water efficient landscape ordinance established pursuant to the Water Conservation in Landscaping Act (California Government Code Section 65591 and following) and AB 1881. The updated Department of Water Resources model ordinance serves as a model ordinance for all cities and counties to adopt mandatory water efficient landscape ordinances for new and rehabilitated landscaping projects. EB B-29-15 makes the DWR model ordinance automatically applicable within the jurisdiction of each city and county that has not adopted its own water efficient landscape ordinance or the DWR model ordinance. Effective December 1, 2015, new
and rehabilitated landscape projects shall comply with the provisions of the most recent DWR model ordinance or the water efficient landscape ordinance as adopted or implemented by the applicable local land use agency.
SECTION 5.1 PRESSURE PROCEDURE

5.1-1 POLICY

All customers shall be notified in advance when water pressure is to be increased to more than 80 pounds per square inch or increased by more than 15 psi.

5.1-2 PROCEDURE

A. Customer’s Responsibility

It shall be the customer’s responsibility to furnish, install and maintain any required pressure regulators or safety devices necessary to protect the private plumbing system.

B. Customer Requested Increase in Water Pressure

If a customer requests that service be transferred to a main with higher pressure, customer shall be advised of the resulting water pressure and to consult a plumber to determine if private plumbing can withstand the higher pressure.

C. District Increases Water Pressure

When it becomes necessary to increase a customer’s water pressure and Helix Water District’s action results in a pressure of 80 psi or more, or if the pressure change is 15 psi or more, the district shall notify the customer in writing at least 30 days in advance. Notification shall be to the mailing address of the account and the property address. The district will furnish and install a pressure-regulating valve to protect the customer’s plumbing, provided the customer signs a statement allowing the district to enter his or her property to install the valve and the customer agrees to accept ownership and future maintenance of the valve. The customer shall be responsible for consulting a plumber to determine if there are other modifications he or she may wish to consider at their own expense.
5.2-1 POLICY

Helix Water District does not guarantee uninterrupted water service and assumes no liability for damages resulting from a system shutdown. Timely notification shall be made to customers and fire agencies prior to any system shutdown or as soon as practicable in the event of any emergency shutdown.

5.2-2 PROCEDURE

A. General

Since property and/or lives may be in danger due to lack of adequate water supply at fire hydrants and fire services, or when a portion of the district’s system is shut down for modification or repair, notification of affected customers and fire agencies is essential. Every reasonable effort shall be made to minimize inconvenience to the district’s customers.

B. Planned Shutdowns

1. Prior to any planned system shutdown, the district shall provide timely notification to customers who may be temporarily without service because of the shutdown. Affected customers shall be notified of the date, time and approximate duration of the shutdown. Customers will be notified by a door hanger card left at the customer’s home and/or by telephone, text, or voicemail message. Notification of a densely populated area may also be by mail.

2. If fire hydrants and fire services are out of service because of the shutdown, the district shall notify affected fire agencies prior to the shutdown. Notification shall include the area affected, the specific fire hydrants and fire services out of service and the estimated duration of the shutdown.

3. Prior to any planned shutdown during normal working hours, the field operations department shall notify the customer service department shutdown group of the area affected, estimated duration and the reason for the shutdown.

4. Planned shutdowns shall not be scheduled for Mondays, except under special circumstances and/or emergencies.
5. Planned shutdowns will not be scheduled for two consecutive days in the same area, except under special circumstances and/or emergencies.

C. Emergency Shutdowns

1. Emergency shutdowns may be necessary to repair or maintain a water main or other system problems. Helix Water District shall notify affected fire agencies as soon as the district becomes aware of the need to shut down the system. Notification to fire agencies shall include the area affected, the specific fire hydrants and the fire services out of service and the estimated duration of the shutdown.

2. A record shall be made of the notification to the fire agencies. The record shall reflect the time, information transmitted and the name of persons notified within the agencies.

3. If an emergency shutdown occurs during normal working hours, the customer service department at the administration offices shall be notified of the shutdown immediately. If the emergency occurs after normal working hours, the duty response shall immediately notify the district’s answering service of the affected area and the estimated duration of the shutdown.

D. Restoration of Service

1. Immediately following the activation of any portion of the district’s system which had been shut down for any reason, the affected fire agencies shall be notified.

2. A record shall be made of the notification to the fire agencies. The record shall reflect the time, information transmitted and the name of persons notified within the agencies.
SECTION 5.3 CROSS-CONNECTION CONTROL

5.3-1 POLICY

Helix Water District recognizes its responsibility for preventing water from unapproved sources, or any substances from entering the public potable water system, and shall provide a continuing program of cross-connection control in accordance with Sections 7583 through 7605 of Title 17 of the California Code of Regulations.

5.3-2 DEFINITIONS

**Cross-connection** is an unprotected actual or potential connection between a public potable water system used to supply water for drinking purposes and any source or system containing unapproved water or a substance that is not or cannot be approved as safe, wholesome and potable. By-pass arrangements, jumper connections, removable sections, swivel or changeover devices or other device through which backflow could occur, shall be considered to be cross-connections.

**Backflow** shall mean the undesirable reversal flow of water, gases, or any other foreign substances into the public potable water system from any source caused by a differential in pressure.

**Approved Backflow Prevention Assembly** shall mean an effective assembly approved by the district (water supplier) used to prevent water or other liquid material flowing from the customer’s (user) connection, from entering the public potable water system. (Only assemblies tested and approved by the University of Southern California Foundation for Cross-Connection Control Hydraulic Research will be accepted).

5.3-3 CROSS-CONNECTION CONTROL REQUIREMENTS

A. District customers that have an actual, potential, or existing cross-connection hazard shall install a BPA at the user’s connection, per meter protection requirements. The type of BPA required will be determined by the district based on the degree of hazard and type of backflow condition.

The following areas require mandatory backflow prevention:

1. **New Construction/Redevelopment**
   New construction/redevelopment classified as commercial/industrial or multi-dwelling shall install a BPA. For all new services requiring a BPA, the water service shall not be activated until the proper BPA has been installed.
2. **Auxiliary Water Supplies**
   State regulations require a BPA when a property with an auxiliary water supply is also served by a public water supply. Auxiliary water includes, but is not limited to, well water and gray water.

3. **Non-Residential/Commercial/Industrial Fire Service**
   The specific type of backflow prevention assembly shall be approved by Helix Water District prior to construction of the fire service. The owner shall also get approval for the assembly and system from the jurisdictional fire marshal.

4. **Residential Fire Service**
   All new residential fire services to any residential dwelling shall provide a district-approved backflow prevention assembly or passive purge system, which shall be approved by the jurisdictional authority. For all new residential services requiring a BPA, the water service shall not be activated until the proper BPA has been installed.

5. **Irrigation Meter**
   New irrigation services shall install a BPA.

6. **An approved BPA shall be installed per meter protection requirements on each user’s connection serving, but not limited to, the following types of known facilities unless cross-connection staff determines there is no actual or potential backflow hazard to the public potable water system:**

   a. Food and beverage establishments
   b. Metal plating facilities
   c. Hospitals, mortuaries, morgues, clinics, nursing homes
   d. Car washes
   e. Sewage treatment plants, sewage and/or storm water pump stations
   f. Auto repair facilities
   g. Radiator shops
   h. Ready-mix concrete facilities
   i. Commercial laundry facilities
   j. Potable landscape irrigation systems
   k. Veterinary and animal grooming clinics
   l. Any residential service using a private booster pump or lift station
   m. Mobile home parks, apartment complexes
   n. Complex piping facilities on private property
   o. Water tanker trucks
p. Commercial or residential property with storage tanks
q. Manufacturing facilities
r. Dental/oral surgeon offices
s. Fire protection systems
t. Chemical manufacturing facilities

B. The degree of protection from an actual or potential cross-connection and the type of BPA required to be installed will be determined by Helix Water District.

Only assemblies tested and approved by the University of Southern California Foundation for Cross-Connection Control Hydraulic Research will be accepted. Reference standards; most current edition to be used:

1. Manual of Cross-Connection Control, University of Southern California
2. List of Approved Backflow Prevention Assemblies, University of Southern California
3. Water Agencies' Standards
4. Uniform Plumbing Code
5. Title 17, Public Health, California Administrative Code

C. Backflow preventers shall be tested immediately after they are installed, relocated or repaired, and not placed in service unless the assembly passed a field test performed by a certified tester. Test results shall be submitted to the district within 15 working days of the date of installation, relocation or repair. The customer is responsible for having the assembly tested annually. The district will send a reminder notice and the customer shall have test results mailed to the district within 30 days of the annual date.

D. All testing of assemblies shall only be performed by a person on the district-approved, certified backflow assembly testers list that meets the certification requirements of the American Backflow Prevention Association, American Water Works Association, American Society of Sanitary Engineering or other equivalent agency with a certification process approved by the district. Such person shall submit to the district a completed tester application, a current executed copy of the appropriate certification and current test equipment calibrations.

All district-approved certified backflow assembly testers shall exhibit the highest standard of ethics, professionalism and customer service. Failure to do so will result in the removal of the tester from the approved testers list for a
minimum of one year or as determined by Helix Water District. Actions such as, but not limited to, falsification of documents (certifications, calibration reports and test records), verbal or physical threats to customers and/or district staff, or any illegal or unapproved installations or repairs will be subject to immediate removal from the approved tester’s list.

All submitted field testing and maintenance reports must be the original preprinted by the district, a copy of the original or a blank district form with pertinent information for staff.

E. Installation, maintenance and repair of backflow prevention assemblies or passive purge systems and appurtenances are the responsibility of the customer. Copies of maintenance and repair reports shall be forwarded by the customer to the district.

F. BPAs typically cause a reduction in downstream pressure. The district assumes no responsibility or liability for mitigating any issues that may arise as a result of this pressure loss.

G. If the district identifies an existing fire service BPA that is not adequately preventing water or other materials from entering the potable water system, the property owner, at their sole expense, shall repair or replace the BPA with an in-kind or better replacement, to the satisfaction of the district.

5.3-4 INVESTIGATION PROCEDURE

A. Inspection of Customer’s Premises for Cross-Connections

The owners of property served by the district shall permit detailed inspection of their premises by the district, county, and/or state health department personnel to determine if potential or actual cross-connection hazards to the public water supply are present.

B. Written Report and Recommendation

A written report of the inspection will be made by the district, county, and/or state health department and a copy will be given to the customer upon request. The report will evaluate existing or potential hazards posed by the customer’s piping to the public water supply. Requirements may include, but are not limited to, meter protection. The customer will have 30 days to 180 days (depending on the degree of hazard), as determined by the district to comply with the requirements specified in the report.
HELIX WATER DISTRICT POLICIES AND PROCEDURES MANUAL  
SECTION 5.3  CROSS-CONNECTION CONTROL

C. Reinspection for Compliance

At the end of the period allowed for compliance, Helix Water District will reinspect the customer’s premises to verify compliance. If a customer has been found in noncompliance with the requirements specified in the written report, delivery of water to the customer shall be discontinued immediately.

5.3-5 DISCONTINUATION OF SERVICE

If it is determined that the district’s water system is being polluted or is in immediate danger of contamination from a cross-connection, service shall be discontinued immediately.

A. Delivery of water shall be discontinued if district, state or county health department personnel determine that:

1. A backflow prevention assembly or passive purge system has not been installed after due notice has been given.

2. A defect found in the BPA or PPS has not been corrected after due notice has been given to make repairs; or

3. The owner of the property has failed to submit in writing, passing test results after receipt of the district’s letter requesting annual certification of BPA.

B. The process for notifying the customer in advance of discontinuation of service consists of the following:

1. The customer is sent a letter indicating that he/she is either required to install and test a BPA or to complete and submit the results of the annual testing of their existing BPA. The customer is given 30 calendar days to complete the installation or testing and submit the results to the district.

2. The district will send the customer a second notification letter if the test results are not received after the first 30 day due date.

3. The district will send to the customer by certified, return-receipt mail a 10-day shut off notification letter if the test results are not received within 30 calendar days of the second notification letter.

4. The district will discontinue service to the customer if the test results are not received within 10 calendar days of delivery or attempted
delivery of the 10-day shut off notification letter to the customer’s property.

Service will not be restored until the backflow prevention assembly has been installed and tested, or the annual test is certified at the customer’s expense with passing test results, or the cross-connection is abated to the satisfaction of Helix Water District.

The customer may at any time but not later than 15 calendar days after the second notification letter, make an appeal of the requirement to install and/or test a BPA to the general manager, or his/her designee. The general manager’s decision is the final administrative review available to a customer.

Any such turn off is subject to the district’s standard fees prior to reinstatement of service. See Sections 2.5 and 2.12.
SECTION 6.1 PUBLIC RECORDS POLICY

6.1-1 POLICY

The Helix Water District public records policy shall at all times be subject to the California Public Records Act (Government Code Sections 6250 et. seq.), as may be amended from time to time, and if there is any conflict between that act and this policy, the act shall prevail.

6.1-2 PROCEDURE

A. Any person desiring to inspect any public record shall identify the records desired to be inspected.

B. The board secretary shall determine within 10 days after the receipt of the request whether the requested record is subject to inspection. If the board secretary is uncertain whether the record is exempt from disclosure under the California Public Records Act, or whether that on the facts of the particular case the public interest served by not making the record public clearly outweighs the public interest served by disclosure of the record, then the board secretary shall consult with counsel for the district. If the board secretary refuses to permit inspection of any record, the board secretary shall notify the person making the request of such determination and the reasons therefore for that decision. The person seeking the inspection may appeal the decision of the board secretary to the board of directors.

The board of directors shall consider and rule upon the appeal within 30 days after the filing thereof and shall then notify the applicant in writing of its decision. If the applicant has filed a written appeal with the board, the applicant shall be notified of the time and place of the meeting of the board to consider the matter, and the applicant may appear in person before the board when the matter is heard. If the board fails to give a written notice of its decision within 35 days of the filing of the appeal, the appeal shall be deemed denied.

C. In unusual circumstances, such as the need to search for, collect and examine a voluminous amount of separate and distinct documents, the general manager or designee may extend the time for the board secretary to make a determination, and require the board secretary to notify the person making the request of the reasons for a time extension, provided that the extension is not for more than 14 calendar days. The person seeking such inspection may appeal the decision of the board secretary not to permit inspection to the board of directors or court.
C. The board of directors shall consider and rule upon the appeal within 30 days after the filing thereof and shall thereupon notify the applicant in writing of its decision. If the applicant has filed a written appeal with the board, the applicant shall be notified of the time and place of the meeting of the board to consider the matter, and the applicant may appear in person before the board when the matter is heard. If the board fails to give written notice of its decision within 35 days of the filing of the appeal, the appeal shall be deemed denied.

D. Inspection of public records shall be made only in the district office, and no document shall be removed therefrom. A representative of the district may be present during the inspection of any records.

E. Helix Water District will make every effort to cooperate with the persons seeking to inspect documents, however, if the request is to inspect a substantial quantity of documents or documents not readily available, the district shall have a reasonable period of time to collect such records and may require the inspection of such records to take place at a future date.

F. Any person may obtain a copy of any identifiable public record. Upon request, an exact copy shall be provided unless it is impractical to do so. Computer data shall be provided in the same format(s) in which it is held by the district, or as otherwise required by law. Any reasonably segmental portion of a record shall be provided to any person requesting such record after deletion of the portions which are exempt by law.

G. A request for a copy of an identifiable public record or information produced therefrom, or a certified copy of such record shall be accompanied by payment of a reasonable fee covering the direct costs of duplication. The current schedule of reproduction costs shall be maintained by the district. In addition, under certain circumstances specified in the California Public Records Act, the district may charge for the cost of constructing and producing certain records held in an electronic format, including the cost of programming and computer services necessary to produce a copy of the record.
SECTION 6.2 RECORDS RETENTION AND DISPOSAL POLICY

6.2-1 PURPOSE

The purpose of this policy is to provide guidelines to staff regarding the retention or disposal of Helix Water District records; provide for the identification, maintenance, safeguarding and disposal of records in the normal course of business; ensure prompt and accurate retrieval of records; and ensure compliance with legal and regulatory requirements.

6.2-2 GENERAL GUIDELINES

The Secretary of State shall establish the local government records program to be administered by the state archives to establish guidelines for local government retention and to provide archival support to local agencies in the state [Government Code Section 12236(a)].

The district has adopted a resolution authorizing a records retention schedule that meets the requirements of the state program. This records retention schedule is the district’s legal authority to receive, create, retain and dispose of official public records.

A retention period is the length of time a record must be retained to fulfill its administrative, fiscal and/or legal function. District records not listed in the state program are retained by the district according to the following guidelines:


B. Determination of the purpose of a document and the appropriate retention for that purpose.

C. Determination of historical value.

D. Determination of the document’s availability elsewhere.

The district’s custodian of records is responsible for the appropriate destruction of records pursuant to the records retention schedule.

The records retention schedule will be reviewed, modified and updated by district counsel and the board secretary in preparation for board approval every five years.
SECTION 6.3 STATEMENT OF INVESTMENT POLICY

6.3-1 PURPOSE

This statement of investment policy is adopted pursuant to Sections 53600-53684 of the government code and provides guidelines for the investment of all Helix Water District funds except funds related to debt issues, the investment of which is controlled by specific provisions of the issuance documents and state and federal law, and deferred compensation program funds, the investment of which is directed by individual employees participating in the deferred compensation program within limitations of Section 457 of the Internal Revenue Service code.

6.3-2 OBJECTIVE

The cash management system of the district is designed to monitor and forecast expenditures and revenues, thus allowing the investment of funds to the fullest extent possible. The primary objectives for investment are safety and liquidity. Only after these two objectives are met can the third objective of higher yields be sought.

6.3-3 POLICY

Investments shall comply with the requirements of California Government Code Sections 16340, 16429.1, 27133, 53601, 53601.6, 53601.8, 53635, 53635.2, 53635.8, 53638, 53648 and 5760353600 and 53684. No investment shall be made unless authorized by California Government Code Sections 16429.1, 53601 or 53635.

The district shall utilize conservative investment vehicles consistent with its safety and liquidity needs. Those investments authorized shall be:

A. Local Agency Investment Fund offered by the treasurer of the state of California. Total funds deposited shall be restricted to LAIF’s limit, currently $65.75 million.

B. Government securities with the full faith and credit of the federal government. Those instruments are:

1. U.S. Treasury (bills, notes and bonds);
2. Government National Mortgage Association;
3. Small Business Administration and
4. General Services Administration.
C. Federal instrumentalities which do not carry the federal guarantee but which are guaranteed or supported by the U.S. Treasury:

1. Federal National Mortgage Association;

2. Federal Home Loan Bank and


D. Bank certificates of deposit, which are insured pursuant to federal law or collateralized. Collateral shall consist of mortgages or trust deeds which exceed the deposit by at least 50 percent or eligible securities which exceed the total deposit by 10 percent.

1. **Negotiable Certificates of Deposit** are generally, short-term debt instruments that usually pay interest and are issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. The majority of negotiable CDs mature within six months while the average maturity is two weeks. Negotiable CDs are traded in a secondary market and are payable upon order to the bearer or initial depositor (investor). Negotiable CDs are insured by the Federal Deposit Insurance Corporation up to $250,000, but they are not collateralized beyond that amount.

2. **Non-Negotiable Certificates of Deposit** are CDs that carry a penalty if redeemed prior to maturity. A secondary market does exist for non-negotiable CDs, but redemption includes a transaction cost that reduces returns to the investor. Non-negotiable CDs issued by banks and savings and loans are insured by the Federal Deposit Insurance Corporation up to the amount of $250,000, including principal and interest. Amounts deposited above this amount may be secured with other forms of collateral through an agreement between the investor and the issuer. Collateral may include other securities including Treasuries or agency securities such as those issued by the Federal National Mortgage Association.

E. Money market funds which comply with the California government code, are regulated by the Securities and Exchange Commission, and whose portfolios consist only of domestic securities.

F. The treasurer shall not invest Helix Water District funds in other investments authorized by law without the prior consent of the board of directors.
G. Except for limitations as specified for the Local Agency Investment Fund, no more than 30 percent of the funds of the district shall be invested in the investments permitted in item D of this section and 20 percent in item E of this section at the time of purchase.

H. The treasurer shall review the investment policies of the district at least annually so long as any district funds are invested in these respective pools.

I. Securities in items B and C must be discount securities or securities bearing interest at a fixed rate; no floating-rate securities may be purchased for investment of district funds.

6.3-4 PROCEDURES

This policy also sets forth certain requirements affecting the investment of district funds as follows:

A. Any government securities dealers utilized by the district will be provided at least annually with a copy of the district’s investment policy. Each dealer will sign a statement that they have received a copy of the district’s investment policy and that they understand and agree to abide by it.

B. The borrowing of funds for investment purposes, known as leveraging, is prohibited.

C. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

D. To the extent practical, internal controls and separation of responsibility in the investment process shall occur. The person responsible for the investment transaction shall be separate from the person handling the accounting and reporting. The external auditor shall periodically review the internal control system as it applies to the investment program.

E. The treasurer shall not purchase securities with a maturity greater than 60 months without prior approval of the board of directors.

F. Investments of Helix Water District shall reflect the current market value as of the reporting period date and the source of the valuation (Government Code Section 53646(b)(1)). This is reflected annually in the audited financial statements and reported monthly along with the investments and cash balances.
G. The treasurer shall provide a report of investments and cash balances to the board of directors on a monthly basis.
6.4-1 POLICY

Unless otherwise indicated, a decision by the general manager on any matter contained within Helix Water District's policies and procedures manual shall be final.
Helix Water District has established a comprehensive emergency operations plan to guide response efforts during emergencies.

The general manager or department director are authorized to activate the plan when they determine additional staff or resources are needed to manage an emergency.

The board of directors may adopt a resolution ratifying the declaration of an emergency by entities within the district’s jurisdiction and the actions taken by the general manager if it is determined to be in the district’s best interest.
7.2-1 PROCEDURES

The following procedures apply to all claims and lawsuits filed or brought against the Helix Water District.

A. Claims Required

All claims against the district for money or damages not otherwise governed by the Government Claims Act, California Government Code Sections 900 et seq., or another state law shall be presented within the time, and in the manner, prescribed by Part 3 of Division 3.6 of Title 1 of the California Government Code (commencing with Section 900 thereof) for the claims to which that part applies by its own terms, as those provisions now exist or shall hereafter be amended and as further provided herein.

B. Form of Claim

All claims shall be made in writing and verified by the claimant or by his or her guardian, conservator, executor or administrator. No claims may be filed on behalf of a class of persons unless verified by every member of that class as required by this section. In addition, all claims shall contain the information required by California Government Code Section 910.

C. Claim Prerequisite to Suit

In accordance with California Government Code Sections 935(b) and 945.6, all claims shall be presented as provided in this section and acted upon by the district prior to the filing of any action on such claims and no such action may be maintained by a person who has not complied with the requirements prescribed herein.

D. Suit

Any action brought against the district upon any claim or demand shall conform to the requirements of Sections 940-949 of the California Government Code. Any action brought against any employee of the district shall conform with the requirements of Section 950-951 of the California Government Code.

7.2-2 LIABILITY CLAIMS

A. The general manager or his/her designee has been delegated the authority to reject, accept or settle liability claims valued up to $50,000 pursuant to
Resolution 17-47 adopted by the board and in accordance with California Government Code Section 935.4.

B. Claims management activities are coordinated with Helix Water District’s liability insurance carrier and general counsel as appropriate to execute timely decisions and/or settlement actions.

C. The district has adopted a comprehensive claims procedure, which is included in the administrative manual. This procedure outlines the requirements of the California Government Claims Act, commencing with Section 900, of the California Government Code.
8.1-1 POLICY

A. As the supplier of a vital utility service in several communities, Helix Water District has obligations and responsibilities above and beyond those of most other business organizations. How well the district measures up to the expectations of the community depends on the job performance of each employee, whatever his/her assignment may be.

B. The public’s opinion of the district is based largely on its impressions of individual employees. In many instances, a lasting impression may result from a single contact with just one employee. Thus, every employee, not only those whose regular duties bring them in contact with customers, has the opportunity and shares with fellow employees the responsibility to conduct himself/herself in a positive and professional manner.

C. This section contains a statement of district objectives as well as the benefits available to employees. Also, it sets forth the rules and regulations which are considered essential to the orderly conduct of the district’s business, as well as our values and commitments that create our organizational culture. The observance of these rules will enable us to work harmoniously and with a true cooperative spirit in maintaining a high standard of efficient service to the district’s customers.

8.1-2 HISTORY

The beginning of Helix Water District took place in 1885 when the San Diego Flume Company was organized by a group of foreign investors. This company built Cuyamaca Dam for conservation of surface water in the Cuyamaca mountains, a diverting dam on the San Diego River, and a 36-mile wooden flume to carry water from the dam to the growing communities near the coast. Later, the flume company was sold to the Cuyamaca Water Company, part of the holdings of Colonel Ed Fletcher. In 1913, the La Mesa, Lemon Grove and Spring Valley Irrigation District was organized. It encompassed 14,794 acres of land of which 12,000 were devoted to agriculture. However, the district did not become an operating water agency until it concluded its purchase of the Cuyamaca Water Company in 1926.

The effects of the Great Depression of the 1930s on the district were nearly devastating, but strong leadership enabled the organization to remain solvent and continue its operations. By the early 1940s, the rapid population growth in San Diego County, coupled with a series of dry years, brought water leaders to the realization that imported water would be necessary for the survival of the area. Steps had been taken earlier by the city of San Diego to acquire water rights to the Colorado River. In 1944, the San Diego County Water Authority was organized with the La Mesa, Lemon Grove and Spring Valley Irrigation District among its original
members. Because of the emergency status of the water shortage and because of the
importance of the area to the war effort, the San Diego County Water Authority was annexed
to Metropolitan Water District of Southern California. The Navy constructed the first pipeline
of the San Diego Aqueduct system to take water from the Colorado River Aqueduct, which had
been completed by MWDSC in 1941. The first water from this system arrived in the La Mesa,
Lemon Grove and Spring Valley Irrigation District in 1947, just days before rationing would have
been required.

During the 1950s, the second pipeline was added to the first San Diego Aqueduct, followed
during the 1960s with a third pipeline. The fourth pipeline, which equals the combined capacity
of the first three pipelines, was completed in 1973. Pipeline five was completed in 1994-96.
Pipeline six is on the drawing boards pending negotiations with MWDSC over future water
supplies.

Although the supplies of imported water appeared to be adequate, the phenomenal population
growth during the 1950s and 1960s resulted in mounting problems of distribution and storage.
Under an agreement, which transferred title of Lake Murray to the city of San Diego in 1961,
Helix Water District firmed up its water storage rights in the city’s El Capitan Reservoir to
include 10,000 acre-feet from any source. In 1962, the district completed construction of Chet
Harritt Dam, which forms Lake Jennings, a 9,800 acre-foot capacity reservoir.

During the rapid growth period of the 1950s, the area included within the district was enlarged
enormously. Largest of the annexations was a large portion of the El Cajon Valley not
previously entitled to imported water. Partly due to expansion, but primarily in the interest of
brevity, the district’s name was changed in 1956 to Helix Irrigation District to identify it with the
area’s most prominent landmark, Mount Helix.

In 1973, the name of the district was changed to Helix Water District since only a small portion
of the water supplied by the district was then used for agriculture. However, the district still
operates under the California Irrigation District Act.

The district occupied its first administration building on Spring Street in La Mesa, from 1926 to
1957. A second building in the La Mesa Civic Center served the district from 1957 to 1998. In
1997, a building at 7811 University Avenue, just three blocks west, was purchased and
remodeled and the district has occupied it since January 1998.

The district’s first operations center in 1926 was located adjacent to the old Eucalyptus
Reservoir on Nebo Street in La Mesa. A new site at Marshall Avenue and Wagner Drive was
acquired in 1952 and the first building was built there in 1953. Finally, in 1957 all field
operations were consolidated into this site. Then in August 1997, the Nat L. Eggert Operations
Center on Vernon Way in the industrial area of the city of El Cajon was completed and
occupied.
Helix Water District’s R.M. Levy Water Treatment Plant was constructed in 1965 to improve water quality. It is located in Lakeside at Lake Jennings and was named in honor of Rube Levy who served the people of the district for over 30 years as a member and president of the board of directors. In 1998, the district began an upgrade and expansion project to enlarge the plant capacity to 106 million gallons of water per day. Ozonation was also added as a disinfection process at the time of the upgrade. Ozone use was a first for San Diego County and has been used throughout the world for many years and has a proven track record of doing a superior job in treating water. The addition of ozonation was a major commitment by the district’s board of directors to provide its customers with the highest quality drinking water. The R.M. Levy Water Treatment Plant upgrade, expansion and ozonation facilities were dedicated in March 2002.

The district now serves an area of approximately 50 square miles and a population of more than 276,000. It serves more than 56,000 metered accounts and provides 28,500 acre-feet of water, annually.

As the second largest member agency of the San Diego County Water Authority, the district has two representatives on their 36-member board of directors. In turn, the SDCWA has four representatives on the Metropolitan Water District of Southern California’s 37-member board of directors.

**8.1-3 VISION, MISSION, VALUES AND COMMITMENTS**

The board of directors has adopted the following:

A. **Vision Statement**

Setting standards of excellence in public service.

B. **Mission Statement**

Helix Water District is a progressive industry leader, providing high quality water through an efficient and reliable system. Our innovative and dedicated employees and board members maximize human and technological resources while providing superior service to our customers and supporting the environment for a sustainable future.

C. **Values**

1. **Honesty, Trust and Integrity**  
Honesty, trust and integrity are the cornerstones of everything we do. We believe that organizational integrity is the result of our individual integrity.
2. **Commitment to our Employees**
   We value each employee’s unique contribution to the success of Helix Water District. We support our employees through training, development and recognition of their strengths and individual talents.

3. **Customer Service**
   We value excellent customer service and those who provide it by listening, anticipating, adapting and responding to our internal and external customer needs.

4. **Teamwork**
   We recognize the power of teamwork. We are committed to helping each other in the spirit of cooperation to be the best.

5. **Responsibility and Accountability**
   We are responsible for accomplishing the vision and mission of the district and are accountable to ourselves and each other.

6. **Open Communication**
   We value two-way communication that is timely, open and honest. We support an environment where people express ideas, listen with respect, and provide and receive constructive feedback.

7. **Continuous Improvement**
   We are committed to continuous improvement. Creativity, innovation and growth assure a dynamic future. We challenge ourselves to improve personally, professionally and organizationally.

8. **Leadership**
   We value leadership demonstrated by employees who, by example, set standards, inspire coworkers, and serve as role models in supporting the vision and mission of the district.

9. **Cost-Effective Quality**
   We achieve excellence through programs that emphasize cost-effective quality.

10. **Safety**
    We ensure every employee is provided safe and healthful working conditions, free from recognized hazards.

D. **Commitments**
    
    To accomplish our vision and mission, we make the following commitments:
1. Commitments to our customers and community:
   a. To provide service at the best value.
   b. To develop employees committed to providing service in a courteous, efficient and professional manner.
   c. To operate on a sound financial basis.
   d. To consider the environmental impact of any Helix Water District action.
   e. To abide by all applicable laws and regulations.
   f. To provide timely information to the community on water issues.
   g. To listen and respond to the public.
   h. To invest in water research and development.

2. Commitments to our employees:
   a. To foster an atmosphere of team spirit and open communication.
   b. To provide a positive environment that encourages personal and professional growth.
   c. To promote qualified personnel from within the organization, whenever possible.
   d. To value the safety of all employees.
   e. To provide compensation that is equitable and competitive.
   f. To encourage pride in our standards of excellence regarding quality and service.

8.1-4 PERSONAL CONDUCT - RULES AND GUIDELINES

A. The success of any organization depends on the employees - how they conduct themselves, how well they know and do their jobs, and how they work with others. Employees should always endeavor to find new, better and more efficient ways to improve productivity in a cost-effective manner.
B. It is essential that employees be punctual with respect to working hours and appointments they make with others.

C. Desks, files, trucks and lockers of Helix Water District shall not be used for any purpose other than to accommodate district materials. The district reserves the right to inspect these facilities at any time. The district assumes no responsibility for the loss of personal property of an employee.

D. Computers, copy machines, fax machines, telephones and any other electronic communication devices are property of the district and tools for business communication. The district reserves the right to access electronic mail, voice mail and computer files at any time. Please refer to the computer use policy in the administrative manual for specific guidelines.

E. The purpose of the district’s computer resources and tools are to conduct business communication and assist employees in the performance of their jobs. The district’s computer, internet and email systems shall not be used for commercial ventures, religious or political causes, outside organizations or other non-business related matters. The computer, internet and email systems are not to be used in a way that may be disruptive, offensive to others or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on any classifications protected by law, may not be transmitted. See Section 8.1-5(H) for classifications protected by law.

F. Employees shall not use, carry, transport or distribute illegal drugs or alcoholic beverages during working hours or report for work while under the influence of illegal drugs or alcohol. Employees shall not operate a district vehicle or equipment while under the influence of illegal drugs or alcohol. Employees should inform their supervisors of any medications they are taking which may impact their ability to drive or operate equipment. See the alcohol and drug-free workplace policies in the administrative manual.

G. Employees shall not engage in gambling or unauthorized solicitations or schemes while on district premises or while at work. District time should not be used for personal activities such as games of chance, gambling pools and lotteries. The general manager can waive this policy for approved activities.

H. Employees shall not engage directly or indirectly in any other business or gainful employment on a regular basis, which would interfere with their ability to perform efficiently, safely and without conflicts of interest in carrying out the requirements of employment with the district.
I. Employees are prohibited from working for another employer while on any type of medical leave of absence if the duties they perform are inconsistent with the work restrictions provided to the district.

J. Employees are encouraged to take part in community and professional activities, insofar as possible without interference with normal duties. In case such outside activity may require attendance at meetings during regular working hours, the employee should obtain approval from his or her supervisor or department director before engaging in the activity.

K. Employees should minimize personal telephone calls, emails, use of personal devices and visitors during working hours and minimize having their personal mail addressed in care of Helix Water District.

L. An employee must keep the district informed of his/her current address, telephone number(s), and address and telephone number of the person to be notified in case of an emergency.

M. At all times, users have the responsibility to use computer resources in a professional, ethical and lawful manner. Personal use of the computer system is a privilege that may be revoked at any time. Specific guidelines for use of district computers are in the administrative manual.

N. Since the public’s opinion of the district is largely formed from impressions created by its employees, it is important that both in personal contacts and in all daily activities, each employee conduct himself/herself in a courteous, professional and exemplary manner.

O. Employees should be courteous to the public and to other employees on all occasions. Employees shall not use profanity or inappropriate language.

P. Employees who call on the public and who enter upon private premises are furnished identification cards and in some instances are also furnished identifying shirts. Identification cards should be shown for the mutual protection of the public, district and the employees. An employee’s dress and grooming should be appropriate to his/her work situation in order to present a professional image and provide a safe and positive working environment.

Q. All tools, keys, identification cards, facility access devices, clothing and other property of the district must be returned to the proper department when employment terminates.

R. Employees shall not enter into disputes with the public. Allowances must be made for the public’s unfamiliarity with the district’s practices.
S. If a serious objection is made by a member of the public to any work which is being undertaken, the employee should always refer the matter to his/her supervisor. The supervisor will then consult with his/her department director for resolution.

T. Employees shall not accept gratuities or tips offered for services to a customer or prospective customer. See gift policy in administrative manual for specific guidelines.

U. Employees are required to cooperate in any internal or external Helix Water District investigation.

V. Employees are required to be honest and truthful in carrying out their day-to-day activities, and when providing information to their supervisors and other employees. Intentionally omitting information that is critical to the effective operation of the district is not acceptable.

W. There are many aspects of the district’s business operations and activities that involve confidential information. Employees shall not disclose confidential information to any unauthorized person(s). In accordance with the California Public Records Act, regarding public requests for public records, employees shall use appropriate judgment in the disclosure or use of confidential information. Employees must take all necessary steps to protect confidential information and shall not provide confidential information including customer account information, personal information, confidential correspondences, notes, files, drawings, plans, programs or facilities and computer security information to any unauthorized person. See identity theft program policy in administrative manual for specific guidelines.

The foregoing rules of conduct have been proven through practice to be the most satisfactory basis for good employee relationships and working conditions for all concerned. Employees’ full cooperation and compliance is important. An employee’s effort to observe these rules is one of the considerations for a promotion or pay increase. Violation of these rules may be deemed sufficient cause for dismissal.

8.1-5 EMPLOYMENT POLICIES

A. Requirements

1. After a conditional offer of employment and prior to commencement of employment, several steps are required.

   a. In accordance with the district’s policies regarding the use of drugs and alcohol at the workplace, a drug-screening test with...
negative results is required. See list of illegal drugs (including marijuana, which remains illegal under federal law) in the alcohol and drug-free workplace policy and procedure in the administrative manual.

b. A background investigation will be conducted to include a verification of employment history, driving record review and record of criminal convictions. Criminal convictions initially identified may be disregarded if it is determined that there is evidence of factual inaccuracy. An individualized inquiry will be conducted to determine if there is a direct and adverse relationship between the crime and the duties of the job. Helix Water District will consider (i) the nature and gravity of the offense or conduct, (ii) the amount of time since the offense or conduct and/or completion of the sentence, and (iii) the nature of the job held or sought in determining whether the conviction will bar the applicant from being hired; and will consider any mitigating circumstances offered by the applicant. Applicants will be notified prior to being disqualified from hiring based on a criminal conviction, and provided a copy of the record of criminal convictions. Applicants will be provided five business days to respond, and an additional five business days if they notify the district that there is a dispute as to the accuracy of the information within the original five days. Before making a final decision, the district will consider any information submitted by an applicant and will notify the applicant in writing of any final decision on disqualification from the job and the right to file with the Department of Fair Employment and Housing. After a conditional offer, applicants may be asked if they have any history of convictions, excluding (1) an arrest that did not result in a conviction (subject to the exceptions in the Labor Code Section 432.7(a)(1) and (f)); (2) referral to or participation in a pretrial or post-trial diversion program; or (3) convictions that have been sealed, dismissed, expunged or statutorily eradicated pursuant to law and certain marijuana-related offenses that are more than 2 years old. Failure to disclose conviction information can be grounds for a decision not to hire or for immediate termination.

c. Driving records of job candidates will be reviewed. Driving record standards can be found in the district’s driver record review policy in the administrative manual. Applicants who have a Class A driver’s license and have applied to a job classification that is covered as a safety-sensitive position, must
register in the commercial driver's license Drug and Alcohol Cleairhouse in order to execute the required Federal Motor Carrier Safety Administration Clearinghouse specific consent for full queries. Clearinghouse standards can be found in the district’s alcohol and drug testing of employees in safety-sensitive positions policy in the administrative manual.

d. Upon hire, the selected applicant will be required to sign a loyalty oath and provide documentation supporting employment eligibility in the United States.

2. The district strives to hire the best-qualified employees for all jobs, subject to the applicable restrictions on the hiring of relatives of employees and/or board members. See the nepotism policy in the administrative manual for specific guidelines.

B. Employment Status

1. Probationary Employment Status

Employment with Helix Water District is on a probationary, at-will basis for the first 12 months of service. Probationary status employees accrue fringe benefits. Probationary status employees are classified in a position whose job classification is established by board resolution. Probationary periods may be extended upon approval by the general manager. During the probationary period of employment, an employee serves at the will of the district and may be terminated at any time, with or without notice or right of appeal, with or without cause, and no reason need be given by district for such termination.

2. Regular Employment Status

A regular status employee has successfully completed his/her probationary status and is accruing fringe benefits. Regular status employees are classified in a position whose job classification is established by board resolution. A regular status employee shall be subject to disciplinary action under the procedures set forth in Section 8.1-13.

3. Temporary Employment Status

Any employee expected to work for one year or less shall be considered temporary, at-will employment status. Temporary employees shall be compensated at an hourly rate. Temporary employment status can be
extended beyond one year only if approved in writing by the general manager. Temporary employees serve at the will of the district and may be terminated with or without cause and without notice or right of appeal.

Temporary, at-will employees will not be eligible for any fringe benefits that accrue to regular and probationary status employees, including paid time off, holidays or deferred compensation unless specifically approved in writing by the general manager. Temporary employees may be eligible for membership in the California Public Employees’ Retirement System if their annual hours worked equal or exceed 1,000 hours during the fiscal year.

4. Intern Employment Status

A student working for Helix Water District less than 950 hours per fiscal year is considered an intern, at-will employment status. Intern employees shall be compensated at an hourly rate. An employee in an intern employment status typically does not accrue any fringe benefits. Intern employees may be eligible for paid sick leave in accordance with the Healthy Workplaces, Healthy Families Act, as described in Section 8.1-8(K).

5. Part-Time Employment Status

Part-time status employees work an average of less than 20 hours per week. A part-time employee may be eligible for membership in the California Public Employees’ Retirement System, if the employee works at least 1,000 hours in a fiscal year. In order to minimize the risk of exceeding the CalPERS 1,000 hour threshold, the district sets 950 hours as the maximum number of hours a part-time employee may work each fiscal year. Part-time status employees shall not receive any fringe benefits other than the CalPERS membership mentioned above without specific arrangements for their provision. Part-time employment status is considered at-will and may be terminated at any time, with or without notice, with or without cause, and no reason needs to be given by the district for such termination. Part-time employees may be eligible for paid sick leave in accordance with the Healthy Workplaces, Healthy Families Act, as described in Section 8.1-8(K).

CalPERS retired annuitants employed by the district must comply with the guidelines set forth by CalPERS to prevent reinstatement from retirement. Retired annuitants may only be employed as “extra-help” or during a recruitment for a position. CalPERS limits the number of
hours retired annuitants may work for a CalPERS member agency to 960 hours per fiscal year. To minimize the risk of exceeding the CalPERS 960 hour maximum, the district sets 935 hours as the maximum number of hours a retired annuitant may work for all CalPERS employers each fiscal year. In accordance with the Healthy Workplaces, Healthy Families Act, CalPERS retired annuitants are not eligible to receive paid sick leave or any other district benefits, unless otherwise required by law.

C. Hours of Work

1. General

Working hours and rules shall be established to provide employees with consistent standards with which to comply. Helix Water District’s working hours shall be based upon the needs of the district. An employee who for any reason is not able to report for work at the scheduled time must contact the supervisor as soon as possible with an explanation of the absence and anticipated duration. He/she shall also advise the supervisor of any changed condition in the duration of absence.

Breaks are a rest during a work period and cannot be accumulated and cannot be used at the beginning or end of the workday, added to the lunch period or used in conjunction with other time off.

For those employees on a 9/80 alternative work schedule, the employees’ workweek shall start four hours into the alternating eight-hour day. The eight-hour day and flex day must be on the same day of the week. An employee who has a 9/80 alternative work schedule is not considered to have worked overtime unless he/she works greater than 40 hours within his/her defined workweek or greater than his/her normal shift. If a paid district holiday occurs on a non-exempt employee’s flex day, he/she will be required to take eight hours off within the week in which the holiday falls and he/she may be required to use paid time off to supplement holiday hours for the balance of the normal work schedule. He/she will be provided eight hours of holiday pay, which must be used on an alternate day during the same pay period as the holiday. The holiday pay will be recorded on the employee’s flex day, but this is for administrative purposes only due to system limitations; the actual holiday for this employee is the alternate eight hours off during the pay period selected by the employee with supervisor’s approval. The employee may be required to use paid time
Alternative or flexible work schedules must be approved by the department director provided that the district and departmental needs are accommodated. Regularly moving on and off an alternative workweek schedule (i.e. 9/80) is prohibited. An approved alternative work schedule may be modified or discontinued at any time for any reason by the district.

Occasionally, at the employee’s request and with the supervisor’s approval, an employee may flex their schedule by working a longer or shorter shift one day in exchange for an equivalent number of hours worked or taken off in the same workweek.

2. Administration Office

The administration office hours are normally Monday through Friday, 8 a.m. to 5 p.m., with a one-hour lunch period and two 15-minute breaks. Lunch and break periods may be staggered to provide efficient continuous service to the public. Employees, with their supervisor’s authorization, may alter their start/end times and/or lunch break. Authorization will only be granted when the temporary change is acceptable to Helix Water District and the additional time is used in the same workweek. Unless on an alternative work schedule, the defined 40-hour workweek is from Saturday, 12:01 a.m. to Friday, at midnight.

3. Operations Center

The operations center hours are normally Monday through Friday, 7 a.m. to 3:30 p.m., with a 30-minute lunch period and two 15-minute breaks. If a crew is in transit near the designated times, it is permissible to stop for refreshments, however, groups of employees meeting off-site at restaurants should be avoided. Employees may be assigned to a shift other than the hours above at the convenience of the district and its operations. Unless on an alternative work schedule, the defined 40-hour workweek is from Friday, 3:31 p.m. to Friday, 3:30 p.m.

4. Treatment Plant

The treatment plant shall be staffed by plant operators, 24-hours per day. The treatment plant hours are normally Monday through Friday, 7 a.m. to 3:30 p.m. with a 30-minute lunch period and two 15-minute
D. Employee Expenses

In determining the allowability of employees' expenses incurred on district business, the principle applied is that employees shall neither lose nor profit. Reasonable expenses incurred on district business shall be reimbursed but must have the prior approval of the department director. Expense reimbursement requests shall be properly receipted and submitted within 45 days of the expense.

E. Service Awards

The district provides a service award in recognition of an employee’s service for each five-year interval. The employee may select a gift certificate or a donation to a charity of choice. Cash payment in lieu of a gift is not allowed. Gift certificates and gift cards are treated as taxable income.

F. Past Service

An employee with broken service due to two different regular status employment periods with the district receives credit for past service in calculating service awards and the Helix Water District retirement eligibility date, but not in the accrual of paid time off or injury leave. Retirement benefits will be based on the rehire date. Past service does not accrue for an employment period that was temporary or part-time without benefits, or as a student intern. The general manager has the discretion to place an employee with past service at a PTO accrual level higher than entry level.

Anyone whose service is broken due to layoff [see Section 8.1-5(G)(2)] would not be subject to the above paragraph.

Anyone whose service is broken due to induction into military service and returns to work directly following an honorable discharge (or release from active duty in good standing) will receive past service credit for all benefits as though the employment had not been interrupted.

G. Resignation, Layoff or Reduction of Force

1. Resignation

Any notice of resignation shall be put in writing. If an employee submits a resignation of employment, the general manager or his/her
designee, has authority to terminate employment immediately if it is
determined to be in the district’s best interest.

2. Layoff or Reduction of Force

Notwithstanding any other provisions of these rules, nothing provided
herein shall prohibit the district from discharging, suspending or
transferring an employee upon a determination by the district that the
needs of the district do not require continuance of the employee’s
position. Thirty working days before the effective day of any layoff, the
general manager shall notify the employee and the recognized
employee association of the intended action and reasons therefore and
a statement certifying whether or not the services of the employee
have been satisfactory. If certified as having given satisfactory service,
the name of the employee laid off shall be placed on a reemployment
list which shall be maintained for two years and he/she, if fully
qualified, shall be given priority recognition for return to employment
should a suitable opening become available during that period. If an
employee is laid off after five years satisfactory employment and he or
she is reemployed within two years of termination in the classification
the employee formerly was assigned, he/she shall be reemployed as a
regular employee rather than as a probationary employee. Any such
employee rehired shall be eligible to use previous service in retaining
leave accrual and service award levels.

H. Unlawful Discrimination and Harassment

All employees and volunteers (including unpaid interns) have a right to work in
an environment free from harassment and discrimination based on race, color,
national origin, ancestry, sex (including pregnancy, childbirth, breastfeeding
and medical conditions related to pregnancy), gender, gender identity, gender
expression, religion, age (40 or over), marital status, sexual orientation,
physical or mental disability, medical condition, genetic information, military
and veteran status, possession of a driver’s license under Section 12801.9 of
the California Vehicle Code or any other classifications protected by law.

1. Definition

Harassment, discrimination and retaliation are forms of misconduct
which undermine the integrity of the employment relationship. No
employee should be subjected to verbal, physical or visual harassment
or discrimination regarding any classifications described in Section 8.1-5(H). Verbal harassment includes such matters as derogatory
comments or slurs. Physical harassment includes such activities as
assault, impeding or blocking movement or any physical interference with normal work or movement. Visual forms of harassment are such things as derogatory gestures, posters, emails, cartoons or drawings. Unsolicited or unwelcome overtures or misconduct are also a form of harassment.

Sexual harassment does not refer to an occasional compliment of a socially acceptable nature. It refers to behavior which is not welcome, which may be personally offensive, which weakens morale, and therefore, interferes with the individual’s effectiveness and work environment. Such behavior includes: repeated offensive or unwelcome sexual flirtations, advances or propositions; continued or repeated verbal abuse of a sexual nature; graphic or degrading verbal comments upon an individual, or his or her appearance; the display of sexually suggestive objects or pictures or any offensive or abusive contact. All employees can help prevent the problems caused by sexual harassment by being businesslike in their contact and actions. In addition, no one should imply or threaten that an applicant’s or employee’s cooperation of a sexual nature (or refusal thereof) will have any effect on the individual’s employment, assignment, compensation, advancement or any other condition of employment.

2. Procedure

Any improper conduct in connection with discrimination or harassment, whether committed by supervisors, nonsupervisory personnel or nonemployees, is specifically prohibited.

Helix Water District prohibits and will not tolerate any retaliation against an employee for filing a complaint, opposing conduct that would violate this policy or applicable law or participating in an investigation of a complaint.

An employee who feels he/she has experienced discrimination or harassment or retaliation in the workplace, should immediately inform a supervisor or human resources, orally or in writing. Supervisors are required to report any complaints under the policy to human resources immediately so that appropriate action can be taken in a timely manner. The employee has a right to file a complaint with human resources, the California Department of Fair Employment and Housing, or the Federal Equal Employment Opportunity Commission. See posted notification on district bulletin boards for information on rights and the DFEH complaint process.
Human resources will assist department supervisors in conducting a fair, impartial and complete investigation in a timely manner that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. This may include interviewing the alleged victim, the alleged harasser and any witnesses. Documentation and tracking of the investigation will be used to ensure reasonable progress, and that a timely response to the complaining employee will be provided. Complaints will be kept as confidential as possible. Disciplinary action, up to and including termination, or other appropriate remedial action will be taken if such conduct is found to have occurred. The department director or human resources will follow-up with the individual making the complaint as deemed appropriate.

Helix Water District will not retaliate nor tolerate retaliation by others against any employee who brings forward a good-faith complaint or participates in an investigation.

To heighten awareness of harassment issues and to comply with SB 1343, the district reviews this policy annually with employees and provides one-hour interactive training and education to all nonsupervisory employees at the time of hire and every two years thereafter. In addition, supervisors are required to receive training in compliance with Assembly Bill 1825 within six months of hire and every two years.

I. Whistleblower Protection

Helix Water District will not retaliate against any employee who reports to the district, or any other government or law enforcement agency, a potential violation of the federal or state laws, rules and regulations based on a reasonable belief that such violation has occurred. In addition, the district will not retaliate against an employee for refusing to participate in an activity that would result in a violation of federal or state laws, rules and regulations. The district will not take any adverse actions against an employee for exercising these rights relating to another employee. The district will also not knowingly permit this form of retaliation by management employees or co-workers.

Employees who believe they have been subject to any form of retaliation based on exercising their rights as a whistleblower should promptly report the conduct to their supervisor, human resources or the general manager who will take action consistent with the district’s harassment policy.
Employees may be subject to discipline, up to and including termination, for making accusations of improper conduct or retaliation, which they do not reasonably believe to be true.

8.1-6 COMPENSATION

A. Paydays

All employees will be paid biweekly on Thursday, except when these dates fall on a holiday, at which time payment is on the preceding business day. The biweekly payroll covers work performed through the two weeks ending at the conclusion of the regular workday on the previous Friday. Overtime earned after the end of the work shift at the end of the pay period will be paid in the following period.

B. Payroll Deduction

Payroll deductions may be authorized by an employee for several purposes including, but not limited to, an employee’s credit union, financial institution, deferred compensation program, dependent medical insurance, dependent dental insurance, long term disability insurance, computer loan program, supplemental insurance, California Public Employees’ Retirement System contribution, Employees’ Association membership dues, Middle Management Employees’ Association membership dues or contribution club. All employees are strongly encouraged to participate in Helix Water District’s direct deposit program. It is the intent of the district to minimize the issuing of paper checks.

C. Classification

1. Annually, and beginning about July 1, the board of directors establishes the rates of pay for all probationary and regular employees. In establishing salary ranges for classifications, consideration is given to the prevailing rates for similar positions in the metropolitan area of the county of San Diego, adjusted as necessary to recognize the differences, if any, in work responsibility at the district.

2. Probationary and regular employees are paid according to a standard rate classification at one of the 11 steps established for each classification range. If the classification pay ranges changed, either increased or decreased, employees will retain the same step on the new scale that was held prior to the change. Such pay range changes, if any, are usually made July 1 of each year.
There are 11 steps in the pay range for job classifications: 0, 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10. If an employee starts at step 0, and work performance is fully satisfactory, he/she may be recommended for annual merit increases at each appraisal date. Annual merit increases are generally 5 percent. The annual merit increase will be recommended by the supervisor based on performance and approved by the general manager. The appraisal date is the latter of the employment date or last reclassification with a 5 percent or greater salary increase.

D. Reclassification

1. An employee may be reclassified upon evidence that he/she meets the requirements of the position and provided a vacancy exists in the classification, or he/she no longer meets the requirements of his/her current position. Any reclassification resulting in a 5 percent or greater salary increase would change an employee’s appraisal date for merit increases to the date of the reclassification. This includes reclassifications within flexibly staffed classifications.

2. All regular employees and probationary employees with at least six months service on the final date to apply for an open position, shall be considered eligible to apply, unless they are on disciplinary review. A former employee who has been rehired shall be considered an eligible applicant, provided he/she completed his/her probationary period satisfactorily in previous tenure with Helix Water District and has been reemployed at least three months.

3. For manager and department director positions, the general manager will determine whether the position will be filled by appointment, internal or external recruitment. For other positions the department director will recommend an internal or external recruitment to the general manager for approval. If external applicants are being considered, any employee may apply along with external candidates.

4. An existing employee selected for the vacant position shall be placed on a 90-day trial basis. This trial basis period may be extended at the general manager’s discretion. During this time the employee’s supervisor shall make regular progress reports through his/her supervisors, to the general manager. If the employee’s work is unsatisfactory, and if it is feasible, the employee will be returned to his/her previous position and pay grade. If not feasible, the employee shall be placed in a position acceptable to the district and at a salary that is within the current pay range for the classification to which assigned.
5. The department director may make a temporary out-of-class assignment per the guidelines set forth in the selection procedures for non-competitive openings administrative manual policy.

6. Paragraphs 8.1-6(D)(2) to (4) do not apply to reclassifications within flexibly staffed classifications (i.e., meter reader I to meter reader II, etc.).

7. If a job classification on the salary resolution is reclassified to a higher salary range (e.g. 8 to 10), the employee will be reclassified to that higher range but will retain his/her current salary on the effective date of the change. If an employee’s salary is below step 0 of the new range, the employee will be placed at step 0 of the new range. To advance an employee’s step on the new salary range, a personnel action form must be completed and approved by the general manager, otherwise any salary increase may occur during the employee’s next merit increase.

8. If a job classification on the salary resolution is reclassified to a lower salary range (e.g. 10 to 8), the employee will be reclassified to that lower range and will be placed at the step that corresponds to his/her current salary, on the effective date of the change. If an employee’s salary on the effective date of the range change is above step 10 of the new range, the employee will be placed at step 10 of the new range. Exceptions may only be made by the general manager. If an employee is not at step 10 when reclassified to the new range, a personnel action form must be completed and approved by the general manager to advance an employee’s step on the new salary range, otherwise any salary increase may occur during the employee’s next merit increase.

E. Overtime, Double Time, Premium Pay, Comp Time Accrual, Callback and Standby Duty for Nonexempt Full-Time Employees

1. Unscheduled

   a. Extension of a Regular Work Shift

      If, in order to complete a particular job or in an emergency, it is necessary to continue to work beyond the end of the regular work shift, overtime will be calculated at an overtime rate for all time after the regular work shift for full-time employees.

      Where overtime of more than one hour beyond the end of the regular work shift is contemplated, oral notice of such overtime will be provided at least one hour prior to the end of the shift,
whenever possible, so as to notify families, change personal schedules, etc.

b. Callback (Unplanned Work)

Time after an employee leaves the regular place of work and is called back to work shall consist of a minimum of two hours at an overtime rate, commencing when an employee arrives at the regular place of work. This does not apply to duty response and duty system operator positions.

In the event an employee is called back to work and is required to work more than three hours, he/she will be required as a safety precaution, to be off recuperating for eight hours before returning to work. This eight-hour period of time may be referred to as recuperation time. The employee is responsible for notifying his/her supervisor of his/her quitting time. If the required time off extends into the employee’s regular work shift, the employee will not be required to use paid time off or comp time to offset the required time off. Instead, the employee will be paid regular time for any hours that are required to meet the eight-hour recuperation period.

If an employee is called back, and works three hours or less, he/she will be required to report to work at his/her normal starting time, unless time off is approved by his/her supervisor.

c. Overtime and Double Time Pay Rates

Employees will be compensated for overtime at time and one-half except for the following conditions:

Work within eight hours prior to the employee’s normal start time will be compensated at double time, except for employees whose regular or relief work schedule requires working during these hours or when the modified workday begins two hours or less prior to the usual starting time.

Work on Thanksgiving day, Christmas day (December 25) and New Year’s Day (January 1) will be compensated at double time. Refer to Section 8.1-8(B) for additional information.

For system operators and treatment plant operators, time worked on an observed Helix Water District holiday will be
compensated at time and a half premium pay, except for Independence Day (July 4) and Veterans Day (November 11). Time and a half premium pay will be paid for work on the actual holiday and not the observed Helix Water District holiday. Additionally, for system operators and treatment plant operators, time worked on Thanksgiving Day, Christmas Day (December 25), Christmas Day, and New Year’s Day (January 1), New Year’s Day, which will be compensated at double time premium pay.

d. Employee’s Ability to Continue Working

A supervisor may determine at any time that an employee has had insufficient rest to continue working. No employee will work more than 16 consecutive hours except in the case of an extreme emergency and with the approval of the department manager or director. A recuperation period which consists of a minimum of eight consecutive hours off duty is required for any employee who has worked 16 consecutive hours or more, before an employee returns to work on either a regular shift or on callback. An employee who will be leaving work after 16 hours should notify the job supervisor at least one hour in advance, so as to allow the supervisor to obtain a replacement employee.

2. Scheduled (less than 48-hour prior notice)

a. Two Hour Notice

Two hours prior to the employee’s normal start time, Helix Water District may need to modify an employee’s work schedule to meet the needs of contractors or our customers. Such notice to an employee may be made at the end of the employee’s previous workday or earlier. Under these conditions, overtime compensation at time and one half will be provided only if the full-time employee works more than his/her regular scheduled hours for that day.

3. Scheduled (48-hour minimum prior notice)

a. Work Schedule Modification

With a minimum 48-hour prior notice, an employee’s normal work schedule may be modified, without overtime
compensation, unless the employee works greater than 40 hours in that workweek or greater than their normal shift.

In the event an employee is scheduled to work more than three hours outside his/her regular work shift, he/she will be required, as a safety precaution, to be off for eight hours (recovery period) before returning to work. The employee is responsible for notifying his/her supervisor of his/her ending time. If the required time off extends into the employee’s regular work shift, the employee will not be required to use paid time off or comp time to offset the required time off. Instead, the employee will be paid regular time for any hours that are required to meet the eight-hour recovery period.

b. Overtime and Double Time Rate Payments

Under the following conditions, employees will be compensated at an overtime rate:

When an employee works greater than their normal shift (i.e. over 8, 9 or 12 hours) or greater than 40 hours in his/her workweek, the hours in excess of 40 will be compensated at time and one-half.

Work on Saturday or Sunday will be compensated at time and one-half, except for employees whose regular or relief work schedule requires working on Saturday or Sunday. An exception to the preceding paragraphs above, is that all work within eight hours prior to the employee’s normal start time, (except when the modified workday begins two hours or less prior to the usual starting time) will be compensated at double time.

Work on Thanksgiving day, Christmas day (December 25) and New Year’s day (January 1), will be compensated at double time. Refer to Section 8.1-8(B) for additional information.

4. Comp Time

Regular and probationary status employees may elect to accrue comp time in lieu of being paid overtime or double time for hours worked.

Employees have the option to use their accrued comp time or paid time off when taking time off, or they may elect to have any portion of their
accrued comp time cashed out during a normal scheduled payroll process.

Comp time accrual is limited to a maximum of 40 hours. Any comp time accrued over 40 hours will be cashed out to the employee during the normal payroll processing. The general manager may waive the accrual restriction on a case-by-case basis when necessary for the efficient operation of Helix Water District.

5. Standby Duty

The guidelines for after-hours standby responsibilities and compensation are in the administrative manual.

6. Shift Differential

Five percent shift differential is paid to employees performing the duties of a plant operator I, II or III. For other job classifications such as mechanical systems technician III or plant operator trainee that may be operating the treatment plant and performing the duties of a plant operator I, II or III, shift differential is not paid when the employee is working a day shift. Shift differential pay is included in the regular rate of pay.

7. Overtime, Double Time and Premium Pay Computation

Computation of overtime, double time or premium pay shall be based upon the employee’s regular rate of pay in accordance with the Fair Labor Standards Act.

F. Overtime and Comp Time for Part-Time and Temporary Employees

Overtime pay is provided to nonexempt part-time and temporary employees who work greater than 40 hours in the workweek, in accordance with the FLSA, but those employees will not be entitled to extended shift overtime or any other overtime pay provided pursuant to Helix Water District policy. Part-time, temporary and intern employees cannot accrue comp time.

G. Education Reimbursement and Training

The district will assist full-time, regular status employees who desire to improve their job skills on their own time through educational study related to a district job classification.
Section 8.1 | Employment Guidelines and Benefits

Full-time probationary employees are eligible for education reimbursement only for courses directly related to the job currently held by the employee.

The district will reimburse up to $4,000 in any one fiscal year for tuition, registration, parking, books, exams and laboratory fees for approved courses. For more details about the district's guidelines regarding education reimbursement, certification and training, refer to the administrative manual.

H. Interest-Free Computer Loans

The district will provide an interest-free loan to all eligible regular status employees and board members for the purchase of computers and related equipment and software. This program is intended to increase computer literacy, which is mutually beneficial to employees and Helix Water District. Refer to the computer loans administrative manual policy for program details.

I. Deferred Compensation

The district provides probationary, regular status employees and board members, the opportunity to participate in a 457 deferred compensation plan. Effective July 1, 2019, the district will match up to $1,000 per calendar year for each participating Classic CalPERS member and up to $2,500 per calendar year for each participating new CalPERS (PEPRA) member and board member. Any matching dollars will be placed in the participant's 401a account.

The employee determines the investment selection(s) which best fits his/her needs and risk tolerances. There are risks to investments and the district makes no representations and gives no assurances regarding the history, safety or potential returns of such investments. The district shall not be responsible for any loss suffered or for any expectations that are not met as a result of any such investments, nor shall Helix Water District be required to replace any loss or make up any difference in return which may result from such investments.

J. Suggestion and Safety Awards

The district has suggestion and safety award programs to recognize employee suggestions which provide ideas for the administration of the district to do any job, system or procedure better, more quickly, more easily, more safely and/or at less cost; to handle additional work load with the same staff and/or equipment; or to produce a more efficient operation with better control. This recognition may be in the form of a monetary award or other form of recognition as determined by the general manager. This monetary award is treated as taxable income.
Suggestions are reviewed, analyzed and evaluated by a committee, which then makes a recommendation to the general manager. For details, refer to the award policy in the administrative manual and the employee safety recognition program.

8.1-7 INSURANCE

A. Group Medical Insurance

1. On the first of the month following employment with the district, full-time employees, or those meeting the eligibility requirements of the Affordable Care Act, are eligible to participate in a group medical insurance program. The district pays 100 percent of the medical insurance premiums for full-time probationary and regular status employees and may pay up to 100 percent of the premiums for their eligible dependents.

2. Full-time employees and eligible dependents may elect to change medical coverage during the Open Enrollment period each year. Eligible dependents may be added or deleted during Open Enrollment. Any changes made during this period will become effective on January 1 of the following year.

3. Prior to January 1, 2020, employees contribute $50 per month for their dependent medical premium if their selected plan costs more than $50 per month more than the Kaiser plan in the same category (double or family).

4. After January 1, 2020, no new enrollees will be permitted in the Anthem Blue Cross CalCare HMO and Anthem Blue Cross Classic PPO plans.

Grandfathered employees within the Blue Cross CalCare HMO and Blue Cross Classic PPO may not move between the grandfathered plans. If an employee leaves the plan they are grandfathered into, they may not return to a grandfathered plan.

4. Employees contribute the amounts identified in the table below to their dependent medical premium if the employee-selected plan is other than the Kaiser plan.

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<thead>
<tr>
<th>Effective 1/1/2020</th>
<th>SINGLE Employee monthly contribution</th>
<th>DOUBLE Employee monthly contribution</th>
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180
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<td>145</td>
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<tr>
<td>Blue Cross Classic PPO</td>
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<td>(Grandfathered employees only)</td>
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<td>Blue Cross Advantage PPO</td>
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<tr>
<td>Kaiser</td>
<td></td>
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<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Effective 1/1/2021:

- Single employee monthly contribution:
  - Kaiser: $0
- Double family monthly contribution:
  - Kaiser: $0
- Family monthly contribution:
  - Kaiser: $0

Effective 1/1/2022:

- Single employee monthly contribution:
  - Kaiser: $0
- Double family monthly contribution:
  - Kaiser: $0
- Family monthly contribution:
  - Kaiser: $0

Effective 1/1/2023:

- Single employee monthly contribution:
  - Kaiser: $0
- Double family monthly contribution:
  - Kaiser: $0
- Family monthly contribution:
  - Kaiser: $0
5. Eligible dependents may include spouses (unless legally separated), registered domestic partners, children and stepchildren. Children and stepchildren are eligible until age 26. An exception may apply if the child has a disability and the employee applies for and qualifies for disability continuation coverage prior to the child’s 26th birthday.

6. Unless applied for when first eligible, eligible dependents may only enroll when there is a qualifying event or during open enrollment.

7. Employees shall provide Helix Water District with current information about the status of dependents.

8. Information booklets, including summaries of benefits and coverage, are available to all employees on SharePoint and by request from human resources. Employees are encouraged to familiarize themselves with the details of their plan by reading these materials.

B. Group Dental Insurance

1. On the first of the month following two months of employment, full-time employees are eligible to participate in a group dental insurance program. The district pays 100 percent of the dental insurance premiums for full-time probationary and regular status employees and 50 percent for their eligible dependents.

2. Full-time employees and eligible dependents may elect to change dental coverage during the Open Enrollment period each year. Eligible dependents may be added or deleted during Open Enrollment. Any changes made during this period will become effective on January 1 of the following year.

3. Eligible dependents may include spouses (unless legally separated), registered domestic partners, children and stepchildren. Children and stepchildren are eligible until age 26. An exception may apply to this age limit if the child has a disability and the employee applies for and qualifies for disability continuation coverage prior to the child’s 26th birthday.

4. Unless applied for when first eligible, eligible dependents may only enroll when there is a qualifying event or during open enrollment.

5. Employees shall provide the district with current information about the status of dependents.
Information booklets are available to all employees on SharePoint and by request from human resources. Employees are encouraged to familiarize themselves with the details of their plan by reading these materials.

C. Group Vision Insurance

1. On the first of the month following two months of employment, full-time employees are eligible to participate in a group vision insurance program. Helix Water District pays 100 percent of the vision insurance premiums for probationary and regular status employees and their eligible dependents.

2. Full-time employees may add or delete eligible dependents during Open Enrollment. Any changes made during this period will become effective on January 1 of the following year.

3. Eligible dependents may include spouses (unless legally separated), registered domestic partners, children and stepchildren. Children and stepchildren are eligible until age 26. An exception may apply to this age limit if the child has a disability and the employee applies for and qualifies for disability continuation coverage prior to the child’s 26th birthday.

4. Unless applied for when first eligible, eligible dependents may only enroll when there is a qualifying event or during open enrollment.

5. Employees shall provide the district with current information about the status of dependents.

6. A detailed information sheet is available to all employees on SharePoint and by request from human resources. Employees are encouraged to familiarize themselves with the details of their plan by reading the material.

D. Group Employee Assistance Program Insurance

On the first of the month following employment with the district, all employees are eligible to receive confidential counseling services through the employee assistance program. The district pays 100 percent of the EAP premiums for all employees and their eligible dependents, which are defined as members of the employee's household. A detailed information sheet is available to all employees on SharePoint and by request from human resources.
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E. Continuation of Group Insurance

1. Employees and/or their dependents who would normally lose their medical, dental, vision or EAP insurance due to changes in family or employment status may be eligible to continue in the group plan(s). Continuation would be for a limited period and at the employee’s or dependent’s cost plus an administrative fee in accordance with federal and California COBRA guidelines. Details of this program are available from human resources.

2. If an employee who is not yet eligible for retiree insurance benefits according to Section 8.1-10(C) dies, whether active or disabled at death, that employee’s eligible dependents will be reimbursed for the costs of COBRA medical insurance coverage (at the same rate that Helix Water District pays for active employees), one month for each full year of active employment, with a six-month minimum. At the end of that duration, the eligible dependent(s) may be eligible to continue the group insurance coverage for a limited period at his or her own expense, plus an administrative fee, in accordance with federal and California COBRA guidelines. Any continued coverage beyond the COBRA period is conditioned on the carrier’s willingness to provide such coverage as part of the district’s group plan. Currently this type of continued coverage, beyond COBRA, is only allowed by the Kaiser plan.

3. If an employee who is eligible for retiree insurance benefits according to Section 8.1-10(C) dies while still employed, his/her eligible dependents will continue to be provided medical, dental and vision benefits the same as provided to dependents of retirees according to Sections 8.1-10(C) and 8.1-10(D).

F. Group Life Insurance

1. On the first day of employment, probationary and regular status employees are eligible for life insurance coverage at no cost to the employee. This program provides life insurance at the rate of 1.75 times annual salary (rounded up to the next higher $1,000) to a maximum of $200,000. At age 70 and above, the maximum amount is $10,000.

2. Life insurance of up to $1,000 is also provided for eligible dependents as defined in the insurance policy. Employees shall provide the district with current information about the status of dependents.
3. Active board members under age 70 receive $100,000 life insurance benefit. At age 70 and above, the maximum amount is $10,000.

4. The active employees' and board members' life insurance provides an accidental death and dismemberment clause which provides a benefit payable in the event of a dismemberment and doubles the life insurance benefit payable in the event of accidental death.

5. Helix Water District provides a business travel life insurance policy for full-time employees working a minimum of 40 hours a week and active board members travelling on district business away from the employer’s premises. The life insurance benefit amount for full-time employees is $100,000 and for board members it is $150,000. Some exclusions apply and the policy detail is available upon request from human resources.

6. Per the life insurance policy stipulations, life insurance coverage may be continued while the employee is totally disabled and receiving long-term disability insurance benefits. If an employee separates employment with the district and is receiving long-term disability benefits, it is the employee's responsibility to apply for conversion to an individual policy and subsequent waiver of premium. Refer to the benefits booklet or human resources for detailed information.

G. Long-Term Disability Insurance

1. The district has a long-term disability insurance plan available for all probationary and regular status employees upon completion of six months employment. The major portion of the cost of this plan is paid by the district with the employee contributing one-tenth of one percent of salary up to a maximum salary amount of $15,000 per month.

2. In the event of a qualifying extended illness or disability during which the employee is medically unable to work for a 90-calendar day elimination period, the plan provides two-thirds of regular monthly salary, to a maximum gross monthly benefit of $10,000. The monthly benefit may be subject to reduction by deductible sources of income such as paid time off, comp time, floating holidays, workers’ compensation, Social Security, CalPERS, etc. Refer to the benefits booklet or human resources for detailed information.
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H. Unemployment Insurance

Unemployment insurance is provided by the district. To apply for benefits or to determine eligibility, employees should contact the California Employment Development Department.

8.1-8 LEAVES FROM WORK

A. Paid Time Off

1. Probationary and regular status employees shall begin to accrue PTO on the first day of employment. PTO shall be earned in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Service Completed</th>
<th>Earned PTO* Days/Hours Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 5</td>
<td>24</td>
</tr>
<tr>
<td>Over 5 but less than 7</td>
<td>29</td>
</tr>
<tr>
<td>Over 7 but less than 9</td>
<td>30</td>
</tr>
<tr>
<td>Over 9 but less than 11</td>
<td>31</td>
</tr>
<tr>
<td>Over 11 but less than 13</td>
<td>32</td>
</tr>
<tr>
<td>Over 13 but less than 15</td>
<td>33</td>
</tr>
<tr>
<td>Over 15 but less than 17</td>
<td>34</td>
</tr>
<tr>
<td>Over 17 but less than 19</td>
<td>35</td>
</tr>
<tr>
<td>Over 19 but less than 21</td>
<td>36</td>
</tr>
<tr>
<td>21 and Over</td>
<td>37</td>
</tr>
</tbody>
</table>

*A paid time off day is equal to an eight-hour day.

2. PTO is intended to provide a rest and change for the employee. For this reason, all employees are encouraged to take at least five consecutive workdays of PTO during each year of their employment. PTO leave can accrue up to a maximum of 180 days (1,440 hours) for all employees with less than 20 years of service. Effective January 1, 2021, PTO may accrue up to a maximum of 120 accrued days (960 hours). When PTO accrual reaches the limit, additional leave will not accrue until use brings the total below the limit.

3. PTO will have no accrual limit for employees with 20 or more years of service until December 31, 2019. Effective January 1, 2020, employees with 20 or more years of service will no longer accrue unlimited PTO with the following exception: employees who have at least 20 years of service and at or above 120 days (960 hours) of accrued PTO before
January 1, 2020, will be grandfathered and continue to accrue PTO without a cap.

4. Employees are responsible for managing their PTO and are expected to have accrued hours for both planned and unplanned situations where they are requesting time off from work.

5. If possible, PTO shall be requested and approved in advance. PTO shall be coordinated to maintain adequate personnel at all times. PTO can be used in minimum 15-minute increments. PTO schedules are subject to approval of the department director or their designee. If unforeseen circumstances occur, and there are no other reasonable alternatives, employees may be required to postpone their approved PTO to provide adequate coverage for staffing and deadlines. Expenses incurred by the employee which are nonrefundable and nontransferable may be reimbursed by Helix Water District with general manager approval.

Employees must contact their supervisor as soon as possible to report an absence. Failure to do so may be considered job abandonment.

All supervisory levels through the department director must approve any scheduled PTO request that is greater than 30 consecutive calendar days.

6. Employees are required to use any accrued paid leave in lieu of unpaid leave, unless the leave time is due to a pregnancy disability or an accepted workers’ compensation claim and is requested by the employee.

7. Kin Care

Employees may use one-half of the PTO time they accrue each year for the diagnosis, care or treatment of an existing health condition of, or preventive care for, an employee or an employee’s eligible family member or for an employee who is a victim of domestic violence, sexual assault or stalking, for the purposes described in subdivision (c) of Labor Code Section 230 and subdivision (a) of Labor Code Section 230.1 (including to seek medical attention, counseling, social services or obtain any court relief). PTO reported as kin care ensures employees receive their protected leave pursuant to Labor Code Section 233. Please refer to the attendance guidelines policy in the administrative manual for specific guidelines.
Employees returning to work following an accident, injury, extended illness or surgery are required to provide the district a return to work status form, which includes any restrictions. In addition, an employee may be subject to a fitness for duty/return to work evaluation. This evaluation verifies his/her ability to return to work and safely perform the essential functions of his/her position, with or without accommodations. Such FFD/RTW evaluation may be requested by a department director in consultation with human resources, where an FFD/RTW certificate is authorized under Family Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave, Americans with Disabilities Act, California disability retirement statutes, California workers’ compensation statutes or any other state or federal law. Helix Water District may deny reinstatement to an employee if an FFD/RTW evaluation is requested and the employee fails to abide by the request.

Upon termination of employment, accumulated paid time off in excess of the employee’s 401(a) final pay deferral election or plan contribution limit will be paid in full at the employee’s rate of pay in effect at termination. Employees terminating their employment with the district who are not eligible for retirement benefits may not extend their employment by the use of PTO or comp time, except in the case of an approved preretirement leave in which the employee has 25 years of service and is within six months of retirement eligibility. For the policy that applies to employees eligible for retirement, see Section 8.1-8 (J).

Conversion to Payment

PTO accumulated over 30 days (240 hours) can be converted to pay provided the employee has used five days (40 hours) of PTO leave in the prior 12-month period preceding the last day of the pay period before the PTO conversion to pay designation date. Effective November 2020, the employee must submit a written irrevocable election form to cash out PTO prior to the constructive receipt plan year. Please refer to the conversion of paid time off policy in the administrative manual for specific guidelines.

Donation to Employees

If authorized by the general manager, PTO may be transferred by regular, full-time employees to another employee in the event of a catastrophic illness or accident that results in exhaustion of his/her PTO leave. Please refer to the PTO donation policy in the administrative manual for specific guidelines.
B. Holidays

1. The following holidays are observed for probationary and regular status employees:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>January 1</td>
</tr>
<tr>
<td>Martin Luther King Jr. Day</td>
<td>Third Monday in January</td>
</tr>
<tr>
<td>President’s Day</td>
<td>Third Monday in February</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4</td>
</tr>
<tr>
<td>Labor Day</td>
<td>First Monday in September</td>
</tr>
<tr>
<td>Veterans’ Day</td>
<td>November 11</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Fourth Thursday in November</td>
</tr>
<tr>
<td>Day After Thanksgiving</td>
<td>Friday after Thanksgiving Day</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
</tr>
</tbody>
</table>

Two floating holidays, one granted to active employees on January 1st and one granted to active employees on July 1st.

2. When the Christmas holiday (December 25) falls on a Tuesday, Monday will be observed as a holiday and when the Christmas holiday falls on a Thursday, Friday will be observed as a holiday.

When one of the official holidays falls on Sunday, the Monday following will be observed as a holiday. When one of the official holidays falls on Saturday, the Friday before will be observed. All full-time, probationary and regular status employees are granted the official holidays without reduction in their regular pay provided they are not off without a full day’s pay on their last scheduled workday before the holiday.

3. Some special shift employees are required to work on holidays. The number of work hours per year shall be the same as nonshift employees.

4. Employees will be granted two floating holidays to be used subject to supervisory approval.

The first of the two floating holidays will accrue to probationary and regular status employees on January 1 of each year; the second will accrue on July 1 of each year. Employees hired between January 1 and June 30 of any calendar year would accrue one floating holiday on July 1; employees hired between July 1 and December 31 would accrue one floating holiday on January 1.
Payment for accrued floating holidays will be made to employees who leave Helix Water District employment through voluntary or involuntary termination. Involuntary termination includes layoff, dismissal, disability or death.

Floating holidays are to be taken in eight-hour, full day amounts only, unless using a portion would prevent the employee from going into unpaid status.

Employees who do not use the floating holiday time accrued by December 31 of each year will forfeit the time off.

C. Workers' Compensation/Injury Leave

1. All employees are included in Helix Water District’s workers’ compensation insurance coverage. Employees injured on the job receive all benefits allowed by law.

2. In addition to workers’ compensation benefits, the district also provides injury leave to probationary and regular status employees. This benefit applies when workers’ compensation temporary disability payments are being paid to allow full salary continuance. Please refer to the workers’ compensation/injury leave policy in the administrative manual for specific guidelines.

3. The district has a modified duty plan to encourage employees to return to work as quickly as possible when recuperating from injuries and/or illnesses. Please refer to the modified duty plan policy in the administrative manual for specific guidelines.

D. Extended Medical Leave

1. Provisions for Extended Medical Leave

   a. Extended medical leave may be provided to a regular status employee when an employee or employee’s spouse, registered domestic partner, child or parent experiences a serious illness or medical condition in which the employee is likely to exhaust his/her accrued paid time off at the time the illness or medical condition arises. Extended medical leave is a four-month period during which the employee is primarily on unpaid leave and the employee’s position in his/her regular job classification is held for his/her return.
b. Unlike Family and Medical Leave Act/California Family Rights Act, extended medical leave is only applied when an employee is in an unpaid status.

c. The four-month allowance for extended medical leave is available for any qualifying medical condition, or complication related to it only once per backward rolling 12-month period. An exception is separate pregnancies that can occur more than once in a 12-month period. Each pregnancy is covered under extended medical leave.

d. The four-month allowance for extended medical leave can run concurrently with federal and California laws regarding family and medical leaves. However, California Pregnancy Disability Leave cannot run concurrently with the California Family Rights Act.

e. Please refer to the extended medical leave policy in the administrative manual for specific guidelines.

E. Family Care Leave

In accordance with California Family Rights Act and Family Medical Leave Act, employees may be eligible to take an unpaid family care leave for any of the following purposes:

1. the birth or adoption of a child, or the placement of a child in foster care;

2. to care for the employee’s child (including adult child over 18 years of age), spouse, registered domestic partner, child of a registered domestic partner, or parent, grandparent, grandchild, or sibling with a serious health condition;

3. a serious personal health condition that prevents the employee from performing an essential function of his/her job; or

4. military spousal, and military caregiver and exigency leave (Helix Water District will comply with state and federal law, see administrative manual for details, including leave for next of kin).

For purposes of this policy, a serious health condition is defined as an illness, injury, impairment, or physical or mental condition of the employee or a child, parent, or spouse (including registered domestic partner) covered family
member that involves either inpatient care or continuing treatment, including treatment for substance abuse.

Family care leave is a maximum of 12 weeks in a backward rolling 12-month period during which the employee's position is held for his/her return. For military caregiver leave (under FMLA), employees may take 26 workweeks of family care leave during a single 12-month period, which begins on the first day the employee takes leave for this reason and ends 12 months later. Family leave (Family Medical Leave Act/California Family Rights Act) may run concurrently with Helix Water District's extended medical leave.

Employees will be required to use any accrued paid time off balances in place of unpaid leave within the approved period of family care leave, unless the leave is due to an injury or illness on the job or is not otherwise unpaid. In a situation where family care leave is running concurrently with California Pregnancy Disability Leave, the employee will have the option to use accrued PTO. Employees are entitled to reinstatement to return to the same or comparable positions following a family care leave, except under very limited exceptions. Employee health benefits will be continued on the same cost-share basis as while working their regular schedule during a family care leave.

Please refer to the family care leave policy in the administrative manual for specific guidelines.

If the situation qualifies under the district's extended medical leave benefit, the provisions set forth in the district's extended medical leave policy would pertain. Please refer to the extended medical leave policy in the administrative manual for specific guidelines.

F. Leave Associated with Pregnancy/Childbirth

Medical conditions associated with pregnancy, miscarriage or childbirth will be treated like any medical or temporary disability under the district's regular PTO leave and extended medical leave policies. Refer to Section 8.1-8(D). Under the California Fair Employment and Housing Act, if an employee is disabled by pregnancy, childbirth or related medical conditions, the employee is eligible to take a Pregnancy Disability Leave of up to four months (17½ weeks). Time off needed for prenatal or postnatal care, severe morning sickness, doctor-ordered bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, childbirth, recovery from childbirth, post-partum depression and loss are all covered. Under the federal Family Medical Leave Act and California Family Rights Act, employees returning from medical leave associated with childbirth may also be eligible to request additional leave time. Refer to
Section 8.1-8(E) of this manual and to the family care leave policy in the administrative manual.

If an employee is affected by pregnancy or related medical condition, the employee is also eligible for a reasonable accommodation and/or a transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this reasonable accommodation and/or transfer is medically advisable.

Employees with pregnancy-related leaves are allowed and encouraged, but not required, to use any accrued and available paid time off. Employees' health benefits will be continued during a Pregnancy Disability Leave under California law.

G. Bereavement Leave

Probationary and regular status employees are eligible to take bereavement leave in the event of the death of a member of his or her immediate family. For purposes of this benefit, immediate family consists of the following: Employee’s spouse, registered domestic partner, child, child of a registered domestic partner, stepchild, parent, stepparent, grandparent, grandchild, brother, sister, stepbrother/sister, mother/father-in-law, or mother/father of a registered domestic partner. Leave time for the purpose of attending services and grieving will consist of up to three working days (24 hours), if less than 500 miles away, or up to five working days (40 hours), if more than 500 miles away and the employee is planning to attend. Bereavement leave is not available for employees in an unpaid status.

For the funeral of a fellow employee, retiree, or their immediate family member (as defined above), or an individual professionally related to Helix Water District, employees will be allowed up to two hours to attend services. Employees’ time will be distributed to the departments for which their labor is normally charged.

H. Civic or Military Duty

1. Jury and Civic Duty

For employees who receive a notice of required service on a jury or notice to appear in court as a witness in a case that is not related to a personal matter, the district provides regular pay for the time the employee is required to report for these matters if the service day falls on the employee’s regular workday. Please refer to the jury, civic and
2. Emergency Duty

An employee unable to attend work due to emergency duty, to which he/she has been ordered for necessary civil defense or other civic activities such as sheriff’s reserve, etc., will be accommodated by Helix Water District during his/her absence from work. Please refer to the jury, civic and emergency duty policy in the administrative manual for specific guidelines.

3. Military Leave

Employees who participate in military service or military reserve organizations will be granted leave in accordance with federal and state laws governing public agencies. They will receive full pay for active duty up to 30 days per fiscal year. No salary will be paid for inactive military service. Active duty beyond 30 days will be compensated by payment of the difference between military compensation and district salary for up to one year.

Unless limited by the insurance carrier, the same group medical, dental, and vision coverage and benefits shall be provided by the district for up to 12 months of military service. Life and long-term disability insurance ends on the last day worked at the district and will resume when the employee returns to work, unless restricted by the insurance carrier.

Paid time off leave does not accrue during absence for military service that extends beyond 30 days per year. For more information see Section 8.1-5(F).

I. Leave Without Pay

1. Requests for time off that would place an employee in an unpaid leave must receive written approval from all supervisory levels through the general manager. Leave without pay, to a maximum of 30 consecutive calendar days, will be approved only if the absence can be afforded by the affected department. Paid time off, floating holiday and comp time must be used in full prior to a leave without pay and entered into time entry starting with the first day off work continuously through the date the leave is exhausted. Approved leaves may not be used in conjunction with extended medical leave or family care leave. Refer to Sections 8.1-8(D) and 8.1-8(E) of this manual.
2. Employees on leave without pay exceeding 40 hours in a backward rolling 12-month period will be responsible for reimbursing the district from the first day of the leave for the cost of their medical, dental and vision insurance premiums, which continue during the approved leave. These costs will be prorated, based on the amount of unpaid time off exceeding 40 hours. Employees on unpaid leaves such as Family Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave, Helix Water District’s extended medical leave policy or any other leaves protected by law are not required to reimburse the district for these premiums.

3. PTO and holiday leave will not accrue during leave without pay. Bereavement leave is not available during leave without pay. Service credit for purposes of service awards and higher PTO accrual rates will not be interrupted during a leave without pay. However, California Public Employees’ Retirement System service credit may be interrupted during a leave without pay.

4. Absences resulting in an unpaid leave where an employee no longer has any accrued PTO or comp time available to cover their time off may lead to disciplinary actions, up to and including termination, if prior approval was not received or when not covered by a protected leave situation such as FMLA/CFRA, PDL, the district’s extended medical leave policy or any other leaves protected by law.

J. Preretirement Leave

Preretirement leave allows an employee to choose a retirement date in advance and use his/her accrued paid leave to receive full pay until that specified retirement date. See human resources section of the administrative manual for details.

K. Paid Sick Leave

In accordance with the Healthy Workplaces, Healthy Families Act, employees who do not accrue paid leave time such as part-time, temporary employees and paid interns, are granted three days or 24 hours of paid sick leave each calendar year. Please refer to the Healthy Workplaces, Health Families Act policy in the administrative manual for specific guidelines.
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8.1-10 RETIREMENT

A. California Public Employees’ Retirement System

1. Helix Water District participates in the California Public Employees’ Retirement System. Probationary, regular and temporary employees who meet CalPERS membership qualifications are enrolled as local miscellaneous members, typically effective their first day of employment. For employees who meet the membership qualifications, membership in the CalPERS system is compulsory.

Helix Water District contracts with CalPERS with the retirement formula of 2.5 percent at 55 for classic members and 2 percent at 62 for new members. The definition of classic or new member is determined by CalPERS in accordance with applicable law. Classic members pay the employee contribution of 8 percent and new members pay one-half of the total normal contribution. For the fiscal year 2019-2020-21 and 2021-22, the new members pay 6.25 percent, consistent with the district’s CalPERS actuarial valuation.

Employees will be required to pay any increases in the employee contribution above the current 8 percent level for classic members, as a result of action by CalPERS, the courts or the state legislature.

Board members who take office after June 30, 1994, are not eligible for CalPERS membership.

2. Employees shall refer to CalPERS for age and service credit retirement eligibility and retirement benefit options. An employee meeting retirement criteria with CalPERS will not be entitled to the district’s retirement benefits nor be considered a district retiree until meeting the requirements as outlined in Section 8.1-10(C).

3. No attempt is made here to outline the provisions of the CalPERS retirement program due to its complex nature. Booklets explaining the CalPERS retirement benefits are available upon request in human resources. Any questions should be directed to CalPERS for clarification. Please refer to www.calpers.ca.gov for more information.

B. Federal Social Security

Social Security payroll taxes are collected under the authority of the Federal Insurance Contributions Act. FICA costs are shared equally between the district
C. Insurance Benefits for Retirees

1. The district offers medical, dental, vision and life insurance benefits upon retirement for employees, and their eligible dependents, hired before January 1, 2007, per the tables below.

Full benefits with the following age and service:
(See HR for your individual lock-in date.)

<table>
<thead>
<tr>
<th>Age Attained</th>
<th>Completed Years of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>55+</td>
<td>15</td>
</tr>
<tr>
<td>54</td>
<td>17</td>
</tr>
<tr>
<td>53</td>
<td>19</td>
</tr>
<tr>
<td>52</td>
<td>21</td>
</tr>
<tr>
<td>51</td>
<td>23</td>
</tr>
<tr>
<td>50</td>
<td>25</td>
</tr>
</tbody>
</table>

Reduced benefits are available to employees age 55 or older and their eligible dependents, with less than 15 years of service, hired before January 1, 2007, based on the following formula:

<table>
<thead>
<tr>
<th>Age</th>
<th>Completed Years of Service</th>
<th>Benefits Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>55 or greater</td>
<td>14</td>
<td>90%</td>
</tr>
<tr>
<td>55 or greater</td>
<td>13</td>
<td>80%</td>
</tr>
<tr>
<td>55 or greater</td>
<td>12</td>
<td>70%</td>
</tr>
<tr>
<td>55 or greater</td>
<td>11</td>
<td>60%</td>
</tr>
<tr>
<td>55 or greater</td>
<td>10</td>
<td>50%</td>
</tr>
</tbody>
</table>

Employees hired before January 1, 2007, and retired after June 30, 2011, must be married to their spouse or registered as a domestic partner for at least one year before the date of retirement for their spouse or registered domestic partner to be covered under Helix Water District’s paid health care. All eligible dependents, defined in Sections 8.1-7(A)(3), 8.1-7(B)(2) and 8.1-7(C)(2), must be eligible to be enrolled...
in the district’s group plans for a minimum of one year prior to the date of retirement to be covered under the district’s paid health care.

2. Effective with employees hired or rehired after January 1, 2007, the district’s eligibility formula for employee-only for full medical, dental, vision and life insurance benefits upon retirement will be as follows:

<table>
<thead>
<tr>
<th>Age Attained</th>
<th>Completed Years of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>60+</td>
<td>15</td>
</tr>
<tr>
<td>60</td>
<td>15</td>
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<tr>
<td>59</td>
<td>16</td>
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<td>50</td>
<td>25</td>
</tr>
</tbody>
</table>

Effective with employees hired or rehired after January 1, 2007, reduced benefits will be available to employees, age 55 or older, with less than 15 years of service as follows:

<table>
<thead>
<tr>
<th>Completed Years of Service</th>
<th>Benefits Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>55-60 years/age</td>
<td></td>
</tr>
<tr>
<td>Age + YOS=74</td>
<td>14</td>
</tr>
<tr>
<td>Age + YOS=73</td>
<td>13</td>
</tr>
<tr>
<td>Age + YOS=72</td>
<td>12</td>
</tr>
<tr>
<td>Age + YOS=71</td>
<td>11</td>
</tr>
<tr>
<td>Age + YOS=70</td>
<td>10</td>
</tr>
</tbody>
</table>
D. Medical, Dental and Vision Insurance

1. The same coverage and benefits as are applicable for regular status employees and their eligible dependents upon retirement, shall be provided. The percentage of the insurance premium paid by Helix Water District for employees will not change upon retirement except for employees hired after January 1, 2007; see below Section (2) and Section (3). The insurance premium paid by the district will be reduced in accordance with the previous benefits' charts for service of less than 15 years. Employees retired on or after January 1, 2017 and before January 1, 2020, will contribute $50 per month for their dependent premium if their selected plan costs more than $50 per month more than the Kaiser plan in the same category (double or family). Employees retired on or after January 1, 2020, and eligible for retiree health benefits as indicated in Section 8.1-10(C) and (D) will contribute the dollar amount indicated in Section 8.1-7(A) on a monthly basis towards the premium based on the dollar amount in the year the employee retires.

2. Retirees eligible for medical, dental and vision insurance and hired between January 1, 2007 and June 30, 2011, may elect to provide coverage to their spouse and/or eligible dependents after retirement provided they pay for 100 percent of the costs at the group plan rates.

3. Retirees eligible for medical, dental and vision insurance and hired or rehired after June 30, 2011, may receive these benefits until the age he/she becomes entitled to Medicare. When the retiree becomes entitled to Medicare, he/she may continue their group medical, dental, vision and EAP insurance coverage for a limited period at their own expense, plus an administrative fee, in accordance with federal and California COBRA guidelines.

At the time of retirement, the employee's spouse and/or eligible dependents may continue their group medical, dental, vision and EAP insurance until the employee becomes entitled to Medicare provided they pay for 100 percent of the costs at the group plan rates.

4. The district will offer open enrollment rights to retirees on an annual basis. Retirees and eligible dependents may elect to change medical and dental coverage during the Open Enrollment period each year. Any changes made during this period will become effective on January 1 of the following year. Open Enrollment does not permit enrollment of retirees or dependents that were not previously enrolled continuously since retirement. Retirees may add dependents not previously enrolled...
only if there is a qualifying event and the dependent can show proof of continuous coverage since loss of coverage under a district medical plan.

54. Dental insurance is provided to employees retiring after July 1, 1978. Dependent dental insurance is available to employees retiring after August 1, 1983. Vision insurance is available to employees retiring after July 1, 1988.

65. Retirees eligible for dental insurance who retired before July 1, 1995, pay 90 percent of their dependents’ dental coverage, if elected. Retirees eligible for dental insurance who retired after July 1, 1995, pay 50 percent of their eligible dependents’ dental insurance, if elected.

76. The spouse and eligible dependents of a deceased retiree shall be eligible to continue in the medical, dental and vision insurance programs on the same cost participation basis as before the retiree’s death. Continued coverage will be subject to the regulations and requirements of Helix Water District’s insurance carrier.

87. There can be no lapse in coverage between the date of retirement and the date retiree benefits begin. The employee must transfer from active status directly to retired status. The employee may not go from active to COBRA to retiree benefits eligible. If at any time a retiree is removed from the policy, he/she will not be eligible for reinstatement.

98. Employees hired before July 1, 1989, and board members who took office before January 1, 1981, and their spouses or registered domestic partners, shall be reimbursed by Helix Water District the standard monthly Medicare Part B premiums incurred. Reimbursement amounts shall be based on the standard Medicare Part B premium amount per the Medicare enrollment effective date. Reimbursement amounts shall follow the rate increase schedule for the tier associated with the Medicare enrollment date.

109. Retirees and dependents eligible for Medicare Parts A and B must sign up, otherwise they will be responsible for the difference in the higher monthly medical premium that is charged to the district. Retirees and dependents must assign their Medicare D to their district medical plan to continue their coverage through the district.
E. Life Insurance

The benefit will equal one-half of the life insurance in effect at time of retirement with a $10,000 maximum. Retirees with less than 15 years of service shall have their coverage reduced by 10 percent per year in accordance with the previous reduced benefits charts. The minimum amount of insurance provided for retirees after July 1, 1972, shall be $5,000. Dependent coverage in the amount of $1,000 continues until the death of the retiree.

F. After-Office Board Members Benefits

1. Board Members Serving 12 or More Years
   a. Medical, Dental and Vision Insurance

   Without regard to the limitations for age and years of service in Sections 8.1-10(C)(1)-(2), board members who serve 12 or more years are eligible for the same medical, dental and vision benefits available for regular status employees and their eligible dependents on the following terms:

   i. Board members who took office prior to January 1, 1981, may receive medical, dental and vision benefits at the district’s expense. However, for medical and dental insurance, Helix Water District will continue to pay only up to the same percentage as on the board members’ last day as an active board member.

   ii. Board members who took office between January 1, 1981 and June 30, 2011, and their eligible dependents, may receive medical, dental and vision benefits, provided they pay for 100 percent of the costs at the group plan rates.

   iii. Board members who took office after June 30, 2011, and their eligible dependents, may receive medical, dental and vision benefits, provided they pay for 100 percent of the costs at the group plan rates, until the board member becomes entitled to Medicare. When the board member becomes entitled to Medicare, he/she and his/her eligible dependents, may continue their group medical, dental and vision benefits for a limited period at their own expense, plus an administrative fee,
b. **Life Insurance**

Without regard to the limitations for age and years of service in Sections 8.1-10(C)(1)-(2), board members who serve 12 or more years are eligible for life insurance on the following terms, based on years of service:

- **12 years, but less than 13 years = $7,000**
- **13 years, but less than 14 years = $8,000**
- **14 years, but less than 15 years = $9,000**
- **15 years or more = $10,000**

Dependent life insurance in the amount of $1,000 continues until the death of the board member.

i. Board members who took office prior to January 1, 1994, may receive these life insurance benefits at the district’s expense.

ii. Board members who took office after January 1, 1994, may receive these life insurance benefits provided they pay 100 percent of the cost at the group plan rates.

2. **Board Members Serving Less than 12 Years**

Board members who serve less than 12 years and their eligible dependent(s) may continue their group medical, dental, vision and EAP insurance coverage for a limited period at their own expense, plus an administrative fee, in accordance with federal and California COBRA guidelines.

### 8.1-11 SAFETY

#### A. **District Vehicles**

Employees operating Helix Water District vehicles are responsible for their safe operation in accordance with the law. Traffic citations, except due to faulty equipment, are the employee’s responsibility. Employees are required to report any traffic violations or citations received while operating a district vehicle to their supervisor immediately. See administrative manual for guidelines regarding the use of district vehicles and communication devices.
B. Reporting On-Duty Vehicle Accidents

When an employee is involved in a vehicle accident while conducting district business, he/she must immediately notify his/her supervisor, manager or department director. See administrative manual policy for reporting vehicle accidents in the automobile section. The employee should not make any statement concerning the responsibility for the collision to anyone but a district representative. Cooperation should be extended to law enforcement officers. In accordance with the district’s alcohol and drug-free workplace Policy, an employee may be sent immediately for drug and alcohol testing following an accident.

8.1-12 EMPLOYEE ORGANIZATIONS

A. Contribution Fund

The administration office, operations center and treatment plant employees have established funds for use in contributing to various charities, contributing toward the cost of district employee functions, etc. If an employee wishes to participate in a contrib club, a payroll deduction in accordance with the contrib club bylaws shall be authorized. These funds are administered by officers selected by the employee groups represented. All employees are encouraged to participate. Please see the contrib club bylaws in the administrative manual for more information.

B. Employer-Employee Relations

The state legislature has provided organizational rules in the Government Code (Section 3507) for public employee organizations. Resolution No. 02-06 of the board of directors of Helix Water District outlines adopted rules for the administration of employer-employee relations in accordance with Government Code Section 3507. For formal recognition, an employee organization must comply with the provisions of Resolution No. 02-06.

C. Employees’ Groups

1. In accordance with the provisions of Resolution No. 02-06, the district’s employees’ association and middle management employees’ association are recognized employee organizations.

2. Both groups study and make recommendations about terms and conditions of employment. Copies of individual bylaws are available from each group.
3. The employees’ association has established membership dues paid on a voluntary basis via authorized payroll deduction to the association’s bank account. Membership dues shall be authorized in accordance with the EA bylaws. These dues will be deducted from the paycheck of each EA member who the EA certifies to the district has signed an authorized payroll deduction card. These funds are administered by the elected EA officers. Please see the employees’ association bylaws for more information.

The middle management employees’ association has established membership dues paid on a voluntary basis via authorized payroll deduction to the association’s bank account. Membership dues shall be authorized in accordance with the MMEA bylaws. These dues will be deducted from the paycheck of each MMEA member who the MMEA certifies to the district has signed an authorized payroll deduction card. These funds are administered by the elected MMEA officers. Please see the middle management employees’ association bylaws for more information.

4. Employees who are unrepresented by either employee association are considered unrepresented employees and will receive the same benefits as employees represented by the employee associations, consistent with past practice, depending on whether they are a designated CalPERS classic or new member.

D. Problem Resolution

If an employee is dissatisfied with an aspect of his/her employment which is not covered by another process for resolution (i.e. grievance or harassment/discrimination investigation), he/she should review the matter with his/her immediate supervisor. Most problems are resolved at this level. However, if the matter cannot be so settled, employees may refer to the employee problem resolution policy in the administrative manual.

8.1-13 DISCIPLINARY ACTION

A. Disciplinary Actions Not Subject to Notice, Meeting and Hearing Procedures

The following disciplinary actions may be taken against any employee by the general manager or such management personnel as designated without compliance with the procedures set forth in Section 8.1-13(D). The disciplinary actions below may be reviewed in accordance with the employee problem resolution policy in the administrative manual upon the employee’s request.
1. Warning, reprimand or supervisory counseling, which may be verbal, written or both.

2. Suspension for up to five days without pay for exempt or non-exempt employees.

3. Administrative leave with pay.

4. Change in working hours.

5. Reassignment not entailing a salary reduction or demotion.

B. Disciplinary Actions Subject to Notice, Meeting and Hearing Procedures

Upon compliance with the procedures set forth in Section 8.1-13(D) hereof, the following disciplinary actions may be taken against a regular status or part-time status with limited benefits employee either by the general manager or such management personnel as designated:

1. Suspension from Duty: An ordered interruption of duties for more than five days without pay.

2. Salary Reduction: A reduction in pay from the employee’s current step within a pay range to any lower step within that same range, as such range is recorded in Helix Water District’s current salary schedule.

3. Demotion: A reduction from a position in one class to a position in another class having a lower salary range affected for disciplinary purposes. Demotions resulting from employee’s inability to perform the functions of the position or meet the minimum job requirements, organizational changes or layoffs are not disciplinary.

4. Dismissal: Discharge from Helix Water District service.

C. Causes for Disciplinary Action

It is intended that discipline be imposed primarily for corrective purposes and to address deficiencies in work performance. The following is a nonexclusive list of the more common reasons for disciplinary action:

1. Actions contrary to the rules of the district.

2. Inefficiency or incompetence.
3. Willful disobedience or insubordination.

4. Dishonesty.

5. Harassment of or threat to fellow employee or customer.

6. Possession or use of a firearm or weapon at work.

7. Chronic absenteeism or excessive unplanned absences or tardies, not to include occurrences related to a protected leave status.

8. Consumption of alcoholic beverages or being under the influence of alcohol while on duty or on district premises, in accordance with the district’s alcohol and drug-free workplace policy.

9. Illegal use, possession, distribution of drugs or being under the influence of such drugs while on duty or on district premises in accordance with the district’s alcohol and drug-free workplace policy.

10. Disorderly, unlawful, immoral, lewd, unethical or undignified conduct while on duty or while in district uniform.

11. Discourteous or disrespectful treatment of the public or fellow employee(s).

12. Conviction of a felony; plea of no contest or conviction of a misdemeanor related to job performance or ability to perform job.

13. Unauthorized absence from work.


15. Falsification of records.

16. Failure to follow safe working practices.

17. Failure to report an injury promptly.

18. Failure to report vehicle accident immediately to supervisor.

19. Failure to report significant unsafe working practices to supervisor.

20. Conduct unbecoming of a Helix Water District employee.

21. Failure to cooperate in a district investigation.
22. Negligent, inappropriate or unauthorized use of district tools and equipment including district computer equipment, software, email system or any electronic communication device.

23. Improper use or disclosure of confidential information.

24. Recording (audio or video) a private conversation while at work without the other person’s expressed verbal or written consent.

25. Working for another employer performing job duties which are inconsistent with the work restrictions provided to the district while on a medical leave of absence.

D. Disciplinary Procedures for Regular Employees

1. Purpose

To ensure that all regular employees are fairly treated when subjected to disciplinary action described in Section 8.1-13(A) hereof, this section sets forth the procedure for taking such action. Typically, the district will use progressive discipline when employees are subjected to disciplinary action; however, depending upon the seriousness of the action or behavior, the district may use its own discretion regarding the appropriate steps that need to be followed and the actions taken.

2. Notice of Proposed Action

Before dismissing or otherwise disciplining a regular employee, as outlined in Section 8.1-13(A), Helix Water District shall deliver to the employee a written notice of its intention to dismiss or otherwise discipline the employee. Such notice shall be personally served on the employee or sent by registered or certified mail to the employee’s place of residence as shown on the records of the district. The notice shall be served or mailed not less than seven days prior to the effective date of the proposed disciplinary action and shall contain the following:

a. The proposed disciplinary action and the effective date of the action.

b. The specific charges upon which such action has been proposed and the reasons why such action is being taken. Such charges shall contain any information essential to give the employee a fair opportunity to answer the charges made. Such information
shall include, but is not limited to, names, times, dates, places or numbers that may be pertinent to the charges made.

c. If such charges are based upon documents or materials, the notice shall inform the employee of this fact, and shall inform the employee as to the location of such documents or materials. If available and subject to duplication, copies of such documents and materials shall be furnished to the employee with the notice.

d. A time and date for the filing by the employee of a written response and for presentment of any oral response, which date shall not be less than seven days after the notice is served on or mailed to the employee, whichever occurs first.

3. Response of Employee

The employee shall have the right to respond, either orally or in writing, or both, no later than the time and date provided in the notice to the employee. The time for response may be extended by the general manager for a reasonable period if the general manager determines it to be necessary to provide the employee with a fair opportunity to answer the charges made. Written responses shall be delivered to the general manager. If the employee desires to make an oral response, the employee shall give written notice to the general manager of this fact at least two days before the time and date stated in the notice for presentment of the oral response. Failure of the employee to give such notice shall constitute a waiver by the employee of any right to present an oral response.

4. Oral Response

If the employee gives the notice provided for in paragraph 3 hereof, the oral response of the employee shall be presented to the general manager. At the time of the employee’s oral response, the employee shall have the right to be represented by counsel or by a representative of a recognized employee association, or both. The employee shall have the right to present evidence, including documents and witnesses. If the employee desires to have any other available employee present at the time of the oral response in order to present evidence, the employee shall, at least two days before the time scheduled for the oral response, file a written request with the general manager requesting the presence of such persons at the time scheduled for the oral response. If such persons can be made available without unduly
interfering with the operations of Helix Water District, the general manager shall cause such persons to be present at the time of the oral response. The general manager may continue the matter for a reasonable period until such persons can be present. The proceedings at which the oral response is presented may be, but need not be recorded.

5. Determination by General Manager

Upon expiration of the period of time set forth in the district’s notice to the employee, or if an oral response is presented, upon completion of the response, whichever is later, the general manager shall review the matter, including any response the employee and his/her representatives have presented, and shall make a determination as to whether to discharge or otherwise discipline the employee. The general manager shall have the authority to impose the recommended discipline, or impose greater or lesser discipline, up to and including discharge. Such notice shall be personally served on the employee or shall be sent by registered or certified mail to the employee’s place of residence as shown on the records of the district within 10 working days from the completion of the appeal hearing.

6. Disqualification of General Manager

If prior to the time set for consideration of the response, the general manager has become so involved in the matter as to create a bias against the employee which prevents the general manager from fairly considering the response of the employee, the general manager shall so advise the president of the board of directors who shall thereupon appoint another person to act on behalf of and in the place of the general manager. However, mere prior knowledge of the factual background of the matter shall not, in and of itself, disqualify the general manager.

7. Status of Employee

During the period prior to the determination of the matter by the general manager, the employee may be suspended from performance of his or her duties with pay or may be reassigned to other duties. If the final determination of the general manager is to discharge the employee, the effective date of the discharge shall be the date that the notice of determination is personally served or mailed pursuant to Paragraph (5) hereof. Pursuant to Government Code Section 53243, et seq. which became effective on January 1, 2012, if an employee is
convicted of a crime involving an abuse of his/her office or position, and the employee has been provided with administrative leave pay pending an investigation, the employee shall be required to fully reimburse such amounts paid. For this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud and violation of the law under color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with Section 92 of the Penal Code.

8. Appeal of Decision of General Manager

An employee or former employee dissatisfied with the determination made by the general manager may appeal the determination to the review committee, provided that a written notice of appeal is filed with the board secretary no later than 10 calendar days after the date of personal service or mailing of the notice of the general manager’s determination, whichever is sooner. The review committee shall consist of one or two members of the board of directors or such other person or persons as may be designated by the president of the board of directors. If a timely appeal is filed with the board secretary, the review committee shall designate a hearing date within 30 days and hold the hearing within 60 days of the filing of the notice of appeal; the board secretary shall notify the employee or former employee of the time and date fixed for the hearing. At the hearing, the employee shall have the right to be represented by counsel or by a representative of a recognized employee association, or both. The employee shall have the right to present evidence and to examine adverse witnesses. If the employee desires to have any other available employee present at the time of the hearing in order to present evidence or to examine adverse witnesses, the employee shall, at least five days before the scheduled hearing, file a written request with the general manager requesting the presence of such persons at the hearing. If such persons can be made available without unduly interfering with the operations of Helix Water District, the general manager shall cause such persons to be present at the time of the hearing. The review committee may continue the hearing for a reasonable period until such persons can be present. The hearing shall be recorded by certified shorthand reporter or recording device.

9. Determination of Appeal

If an appeal is taken, upon conclusion of the hearing, the review committee shall review the matter, including any evidence presented at the hearing, and shall make a final determination as to whether to
confirm the determination of the general manager. The review committee shall have the power to reinstate a discharged employee, to impose more severe or lesser discipline or to uphold the recommended discipline of the employee. If the review committee is unable to make a decision, the matter shall be referred to the board of directors for final determination, and the board of directors may decide the matter on the basis of the record made at the hearing or may conduct a new hearing. The employee will be notified in writing of the decision as soon as possible.

10. Judicial Review

Judicial review of any decision of the district, or of any commission, committee, board, officer or agent thereof, dismissing or otherwise disciplining an employee, which decision is subject to review under Code of Civil Procedure Section 1094.5, may be had pursuant to Code of Civil Procedure Section 1094.5 only if the petition for writ of mandate is filed within the time limit specified in Code of Civil Procedure Section 1094.6.

8.1-14 DISTRICT EQUIPMENT AND FACILITIES, USE OF

A. District Tools and Equipment

No employee may do any personal work in the facilities or shops of Helix Water District or on district premises or use district equipment, tools or facilities for such work without first securing permission from the department director. Offsite personal use of district tools, equipment and/or materials is prohibited.

B. Bulletin Boards

The district maintains bulletin boards in conspicuous places at each location and encourages every employee to examine these boards frequently for newly posted bulletins. Required legal notifications are posted on district bulletin boards at each location.

C. Computer and Tablet Use, Electronic Mail, Voice Mail, Personal Digital Assistant and Internet Use

The district permits employees to use various electronic communication devices such as its electronic mail system, voice mail system, district-assigned personal computers, tablets, PDAs and the Internet subject to the following:
Users of these systems should be aware that they are tools provided by the district to facilitate its business activities. As such, they may be monitored in the course of evaluation of system performance, problem solving and to maintain adequate service. In using the Internet, electronic and voice mail system, PDAs, computers and tablets, employees understand that the content of such messages are not guaranteed privacy, and by using these systems they acknowledge and give consent to this fact.

District management reserves the right to enter an employee’s personal computer, tablet, PDAs, email files, voice mail and texts, but will not do so unless there is a legitimate business need. System security features, including passwords and message delete functions, do not neutralize the district’s ability to access any messages at any time. Employees must be aware that the possibility of such access to employees’ computer and computer accounts, texts, electronic and voice mail always exists. Refer to the computer use policy in the administrative manual for more detailed information, guidelines and prohibited uses.

D. Smoking in District Facilities

Smoking or using e-cigarettes or other similar smoking instruments or paraphernalia is prohibited in all district buildings and vehicles.

8.1-15 EMPLOYEE INFORMATION

A. Personnel Files

1. Helix Water District maintains a file on each employee and board member during his/her employment or term of office, for a specified period of time (see Section 1.4). The purpose of the file is to maintain a complete work history pertinent to each employee. Examples of information, which are part of the file:

   a. Employment application and related documents.

   b. Employee performance appraisals and progress reports.

   c. Copies of job-related correspondence including letters of appreciation directed to the district.

   d. Commendations, newspaper articles, photographs and awards related to one’s position at the district.
e. Memos and correspondence to the employee related to district service, performance or disciplinary actions.

f. Copies of employment or performance-related documents given to and received by the employee.

2. Files for merit increases, personnel actions and recruitment recommendation letters are maintained separately.

3. Separate medical, training and benefits files are maintained for each active employee.

4. An employee is entitled to review his/her individual personnel file in the presence of a human resources representative, at which time the employee may request copies of individual items from the file. No items may be permanently removed from the file without the written approval of the general manager.

5. Interview panels may make arrangements with a human resources representative to review the applicants’ performance documents.

6. Each supervisor will be permitted to review the personnel files of the employees he or she supervises.

B. Employee Performance Appraisals

Helix Water District’s performance appraisal program provides a forum for employee/supervisor discussions. The purpose of employee performance discussions is to foster growth and improve performance of employees by providing opportunities for communication, recognition of achievements and goal setting.

C. Administrative Manual

The administrative manual is available on each employee’s PC through SharePoint. Hard copies are available at the Lake Jennings work sites for employees who do not have access to SharePoint. The administrative manual is a collection of information related to administrative procedures, which is maintained in addition to this policies and procedures manual.
A. The district recognizes that behavior resulting from the use of alcohol and/or drugs may detrimentally affect safety and work performance of employees and customers of the district.

B. This policy applies to all employees, interns and volunteers of the district.

C. Violation of this policy may be grounds for discipline up to and including termination upon following the procedures provided in Section 8.1-13 of the district’s policies and procedures manual.

D. Employees may be required to submit to a drug and/or alcohol screening if there is sufficient evidence that the employee is under the influence or in possession of drugs or alcohol while on the job.

E. Refer to the administrative manual for the district’s alcohol and drug-free workplace policy and procedure and the alcohol and drug testing of employees in safety-sensitive positions (DOT) policies for more detail.
9.1-1 PURPOSE AND SCOPE

The policy of the Helix Water District is to maintain the highest ethical standards for its board members. The proper operation of the district requires decisions and policy to be made within the proper channels of governmental structure, that public office not be used for personal gain, and that board members remain objective and responsive to the needs of the public they serve. Accordingly, it is the policy of the district that board members and district employees will maintain the highest standard of personal honesty and fairness in carrying out their duties. This policy sets forth the basic ethical standard to be followed by the board of directors of the district. The objectives of this policy are to (1) provide guidance for dealing with ethical issues, (2) heighten awareness of ethics and values as critical elements in board members’ conduct, and (3) improve ethical decision-making and values-based management.

9.1-2 CODE OF CONDUCT AND DECORUM

The district board of directors has adopted the following code of conduct and decorum for members of the district board in order to promote and maintain the highest standards of personal and professional conduct in the district’s governance. While recognizing conflict and disagreement are sometimes a part of the public process, the district board acknowledges and values its duty to model ethical and civil behavior for the district’s customers and staff. District board decisions and work, therefore, must meet the most demanding ethical standards and demonstrate the highest levels of achievement in following this policy.

A. Conduct of Public Meetings

Each member of the district board of directors has a duty to:

1. Diligently prepare for meetings by understanding the background, purpose and arguments for and against items of business before a meeting.

2. Seek background information about agenda items and operational matters by contacting the district’s general manager prior to a board meeting. If the general manager is unavailable, contact the general manager’s designee or the board secretary.

3. Respect confidences and information designated as confidential. Do not disclose information received during any closed session of the district board held pursuant to state law.
SECTION 9.1 BOARD OF DIRECTORS GUIDELINES FOR CONDUCT

4. Treat everyone with respect by actively listening to other viewpoints, and do not interrupt, ignore or belittle the contributions of others. Members of the board will use professional language.

5. State views briefly and clearly during Helix Water District board and committee meetings. Refrain from discussing non-agenda items.

6. Refrain from abusive conduct, personal charges or verbal attacks upon the character, motives, ethics, morals or comments of other members of the board, staff or the public.

7. Make impartial decisions in the best interest of the district, free of narrow political interests, financial and other personal interests that impair independence of judgment or action, and are consistent with, but not limited to, the requirements of the Political Reform Act, regulations of the Fair Political Practices Commission and other state and local laws.

8. Recognize and accept legitimate differences of opinion. Act with integrity in accepting, supporting and defending the district board. Once the board takes action, board members should respect the decision of the board and not create barriers to the implementation of said action. The dissenting member(s) may continue to oppose the decision; however, when speaking publicly, the dissenting member(s) should acknowledge the decision of the board and current policy of the district.

9. Provide fair and equal treatment of all persons and matters coming before the board.

B. Conduct in Office

Each member of the district board of directors has a duty to:

1. Support and defend the Constitution of the United States and the Constitution of the state of California against all enemies, foreign and domestic; bear true faith and allegiance to the Constitutions of the United States and state of California; and will well and faithfully discharge the duties of the office.

2. Board members will strive to work in cooperation with other public officials unless prohibited from so doing by law or officially-recognized confidentiality of their work.
3. Abide by and defend all applicable laws and policies, especially the political campaign, lobbying and conflict of interest laws enforced by the Fair Political Practices Commission, state laws and Helix Water District’s policies and procedures manual.

4. Safeguard ability to make independent, objective, fair and impartial judgments by scrupulously avoiding financial and social relationships and transactions that may compromise, or give the appearance of compromising objectivity, independence and honesty.

5. Carefully consider whether an action exceeds or appears to exceed authority of office for personal or financial gain. When in doubt, avoid actions that create, in the mind of a reasonable observer, the appearance of impropriety, ethical lapses, legal violations or actions inconsistent with this policy.

6. Refrain from making unauthorized commitments or promises of any kind purporting to bind the district. Refrain from any gratuitous comments that may harm the district's position in litigation or potential litigation.

7. Refrain from using status as a public officeholder to influence the outcome of a community meeting. When attending as a citizen, indicate when expressing personal opinions and refer questions related to district policies to the district’s general manager.

8. Utilize district resources, including but not limited to, equipment, supplies, staff time, telephones, computers and fax machines in a manner consistent with district policies, the Fair Political Practices Commission Regulations and state laws.

9. Correspondence paid for with public funds or on district stationery must relate to bona fide district business and must not purport to advance or advocate a policy not previously approved by the board of directors. No individual board member shall create or transmit any district correspondence without authorization from the board to serve as spokesperson for this purpose. Board members may distribute district public information.

C. Violation of Code of Conduct and Decorum Policy

1. Presiding Officer. The presiding officer shall request that a person who is breaching the rules of decorum be orderly and comply with this policy. After receiving a warning from the presiding officer, the
presiding officer may agendize an item for the next meeting of the board to discuss the conduct and have the board determine if the conduct is in violation of this policy. If a supermajority of the board determines the conduct was in violation of this policy, the board supermajority may impose any of the following remedial actions:

a. Issue a letter of warning from the board;

b. Adopt a resolution expressing disapproval of the conduct of the board member and censure by the board;

c. Remove the board member from their position on Helix Water District committees;

d. Deny or reduce payment of per diem and/or expense reimbursement for meetings of outside organizations; or

e. Deny or reduce payment of per diem and/or expense reimbursement for the board meetings at which the violation(s) occurred.

2. Motion to Enforce. If the presiding officer of the board fails to enforce the rules set forth above, any member may move the board to require the presiding officer to do so, and an affirmative vote of a supermajority of the board shall require him or her to do so. If the presiding officer of the board fails to carry out the will of a supermajority of the board, the supermajority may designate another member of the board to act as presiding officer for the limited purpose of enforcing any rule of this policy which it wishes enforced.

9.1-3 BOARD OFFICERS

The board shall elect by resolution one of its members as president and one of its members as vice president. A board member can elect not to serve. The president and vice president shall serve a one-year term and shall serve at the pleasure of the board. A majority of the board may remove the president or vice president from their position during their term. Elections shall be held the first meeting after the first Friday in December when a full board is present.

The general manager shall chair the proceedings for election of the president. The newly-elected president shall assume office immediately and shall chair the proceedings for the election of the vice president. The president shall call for nominations from members of the board. Board members shall not nominate themselves. No second shall be required. Once all nominations have been made, the president shall call for a roll call vote and board members shall state the name of the candidate for whom they cast their vote. Three votes shall be
required for election. If only one person should be nominated for an office, the board may act by motion to elect such nominee.

A. Duties of President

The president shall preside over and conduct all meetings of the board and hearings before the board using the latest Robert’s Rules of Order as a guideline for meeting protocol. The president shall carry out duties as required or imposed by law or a majority vote of the board. In so doing, the president shall have the following powers and responsibilities:

1. to assure that business of the board is conducted in an orderly and businesslike manner and to enforce reasonable rules of decorum;

2. to appoint committees as soon as practical following an election and modify appointments to internal or external committees or organizations at any time;

3. to follow the prepared agenda unless the board concurs to changes;

4. to set reasonable limits upon the length of time a member of the public may speak at meetings;

5. to recognize board members who wish to be heard and allow them the opportunity to speak without interruption, in order to completely convey their position;

6. to restate, where necessary, and to put to a vote all questions properly before the board and to announce the result of each vote;

7. to request termination of debate after there has been reasonable opportunity for full discussion of any issue and further debate would be needlessly repetitive or otherwise not useful, and where proper, to put the matter to a vote;

8. to rule out-of-order any comment by board members, staff or members of the public not germane to the issue before the board;

9. to declare the meeting adjourned if in his/her judgment an emergency exists requiring adjournment;

10. to authenticate by signature official records of Helix Water District and to sign letters of support or opposition to legislators when time does not allow for consideration by the full board;
11. the president’s authority is granted by the full board and he/she represents the full board in any public announcements, and should speak on behalf of the board only in support of the decisions of the full board;

12. when representing the board at meetings or events other than ceremonial and those assigned as a committee representative, the president shall notify the full board prior to the meeting or event; and

13. the president shall have the same rights as the other members of the board to vote, introduce motions and participate in discussion.

B. Duties of Vice President

The vice president shall exercise the duties of the president if the president is absent or unable to act.

C. Duties of Board Secretary

The board will, after considering the recommendation of the general manager, appoint by resolution Helix Water District’s board secretary (who will report to the general manager) and two assistant board secretaries.

The board secretary shall take and prepare minutes of the board, and attest to the minutes, ordinances, resolutions and other documents of the board. The board secretary shall prepare, post and publish notices as required by law. The board secretary shall declare a meeting adjourned to a stated time and place if there is a lack of quorum. The board secretary shall maintain official records of the board and carry out other duties as required or imposed by law or a majority vote of the board.

D. Duties of Assistant Board Secretary

The assistant board secretary shall exercise the duties of the board secretary if the board secretary is absent or unable to act.

9.1-4 AGENDA PREPARATION AND DISTRIBUTION

A. The general manager, or his/her designee, will be responsible for developing the agenda for each board meeting. The general manager, shall as a courtesy provide a draft of the agenda to the president prior to publication. Agenda items will be generated by the need to conduct the district’s business in a timely manner.
B. By contacting the general manager, any board member may place an item on the agenda of a board meeting for initial discussion provided the request meets the agenda posting requirements.

If an agenda item placed by an individual board member on the agenda for initial discussion would require a significant expenditure of staff time or other resources, such as the engagement of an outside consultant, the majority of the board must authorize the agenda item and preparation of the board report to be presented at a future agenda.

C. A member of the public has the right to present items to the board under the agenda item "opportunity for members of the public to address the board" as long as those items are under the subject matter jurisdiction of Helix Water District. At that time, the board may discuss placing the item on a future agenda. As provided in (B), any board member may place this item on a future agenda for initial discussion.

A member of the public may also request that any individual board member place an item on the agenda for initial discussion, subject to that board member's discretion, pursuant to Section 9.1-4(B).

In addition, a member of the public may request that a matter be placed on the board agenda by making a written request to the general manager, who will obtain the approval of the board president before placing the item on an agenda for initial discussion.

D. The board secretary shall be responsible for the preparation and distribution of board meeting agendas and shall coordinate the assembly of supporting documents.

9.1-5 FAIR AND EQUAL TREATMENT

To ensure board members are aware of best practices and to comply with state and federal law, each board member shall attend AB 1234 Ethics and Sexual Discrimination and Harassment Prevention training every two years. Board members, in the performance of their official duties and responsibilities, will not discriminate against or harass any person on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, gender, sexual orientation, medical condition or disability. A board member will not grant any special consideration, treatment or advantage to any person or group beyond that which is available to every other person or group in similar circumstances. (See, e.g., Article 1, Section 31 of the California Constitution; Age Discrimination Employment Act of 1967 (29 U.S.C., Section 621-634); Americans with Disabilities Act of 1990 (42 U.S.C., Section 12101 et seq.); Fair Employment and Housing Act (Government Code, Section 12900 et Seq.); Rehabilitation Act of 1973 (29 U.S.C.,
Section 701 et. seq.; Title VII of the Civil Rights Act of 1964 (42 U.S.C., Section 2000e et. seq.); Labor Code Section 1102.)

9.1-6 PROPER USE AND SAFEGUARDING OF DISTRICT PROPERTY AND RESOURCES

Except as specifically authorized, a board member will not use or permit the use of Helix Water District-owned vehicles, equipment, telephones, materials or property for personal benefit or profit. A board member will not ask or require a district employee to perform services for the personal benefit or profit of a board member or employee. Each board member must protect and properly use any district asset within his or her control including information recorded on paper or in electronic form. Board members will safeguard district property, equipment, moneys and assets against unauthorized use or removal, as well as from loss due to criminal act or breach of trust. (Article 16, Section 6 of the California Constitution, Government Code Section 8314; Penal Code Section 424; see People v. Battin (1978) 77 Cal.App.3d 635.)

9.1-7 USE OF CONFIDENTIAL INFORMATION

A. A board member is not authorized, without approval of the board of directors, to disclose information that qualifies as confidential information under applicable provisions of law to a person not authorized to receive it, that (1) has been received for, or during, a closed session meeting of the board, or (2) is protected from disclosure under the attorney/client or other evidentiary privilege.

B. This section does not prohibit any of the following: (1) making a confidential inquiry or complaint to a district attorney or grand jury concerning a perceived violation of law, including disclosing facts to a district attorney or grand jury that are necessary to establish the alleged illegality of an action taken by the district, an elected official or employee, (2) expressing an opinion concerning the propriety or legality of actions taken by the district in closed session, including disclosure of the nature and extent of the allegedly illegal action, or (3) disclosing information acquired by being present in a closed session that is not confidential information. Prior to disclosing confidential information pursuant to (1) or (2) above, however, a board member will first bring the matter to the attention of either the president of the board or the full board, to provide the board an opportunity to cure an alleged violation.

C. A board member who willfully and knowingly discloses for pecuniary gain confidential information received by him or her in the course of his or her official duties may be guilty of a misdemeanor under Government Code Section 1098. (California Government Code Section 54963.)
9.1-8 CONFLICT OF INTEREST

A. A board member will not have a financial interest in a contract with Helix Water District, or be a purchaser at a sale by the district or a vendor at a purchase made by the district, unless the board member’s participation was authorized under Government Code Sections 1091 or 1091.5, or other provisions of law. See the Helix Water District Conflict of Interest Code under separate cover.

B. A board member will not recommend the employment of a relative to any person known by the board member to be bidding for or negotiating a contract with the district.

C. A board member who knowingly asks for, accepts or agrees to receive any gift, reward or promise thereof for doing an official act, except as may be authorized by law, may be guilty of a misdemeanor under Penal Code Section 70. (Government Code Sections 1090 and following and Penal Code Sections 68 and 70.)

9.1-9 SOLICITING POLITICAL CONTRIBUTIONS

Board members are prohibited from soliciting political contributions from district employees or officers at district facilities or during district work hours. Board members shall not solicit political contributions from (a) district employees or officers or (b) contractors, vendors or consultants qualifying as “designated employees” under the district’s Conflict of Interest Code, unless the solicitation is part of a solicitation made to a significant segment of the public which may include officers, employees, contractors, vendors or consultants of the district. A board member will not use the district’s seal, trademark, stationery or other indicia of the district’s identity, or facsimile thereof, in any solicitation for political contributions contrary to state or federal law. (Government Code Section 3205 and the district’s Employee Political/Election Related Activities Policy.)

9.1-10 INCOMPATIBLE OFFICES

A board member shall not hold a public office, the duties of which may require action contradictory or inconsistent with his or her duties as a board member, as determined under applicable law. See, generally, 73 Cal.Op.Atty. Gen. 357 (1990). See also Government Code Section 53227.

9.1-11 BOARD MEMBER-GENERAL MANAGER RELATIONSHIP

A. The board of directors, acting as a board, is the governing body of Helix Water District and sets policy for the district. The board shall act only at its regular, regular adjourned, special or emergency meetings. All powers of the district
shall be exercised and performed by the board as a body. Individual board members, except as otherwise authorized by the board, shall have no power to act for Helix Water District, or the board or to direct the staff of the district.

B. The district’s general manager (a) has full charge and control of the construction, maintenance and operations of the water system and other facilities of the district, (b) has full power and authority to employ and discharge employees, consistent with district policy and other provisions of law, (c) prescribes the duties of employees, consistent with district policy, and (d) fixes and alters the compensation of employees, subject to approval by the board. The board will, after considering the recommendation of the general manager, appoint by resolution the district’s financial officer/treasurer (who will report to the general manager). The financial officer/treasurer will install and maintain a system of auditing and accounting that will completely and at all times show the financial condition of the district in accordance with generally accepted accounting principles and legal requirements. The board will retain and periodically review the work of an auditor as an independent contractor of the district (other than the financial officer/treasurer), who will report to the board, to conduct an annual audit of the district’s books, records and financial affairs.

C. The district’s general manager serves at the pleasure of the board. The board will provide policy direction and instructions to the general manager on matters within the authority of the board by majority vote of the board during duly-convened board and board committee meetings. Members of the board will deal with matters within the authority of the general manager through the general manager, and not through other district employees, except as it pertains to the functions of the financial officer/treasurer. Members of the board will refrain from making requests directly to district employees (rather than to the general manager) to undertake analyses, perform other work assignments, change the priority of work assignments or request information.

9.1-12 IMPROPER ACTIVITIES AND THE REPORTING SUCH ACTIVITIES; PROTECTION OF WHISTLE BLOWERS

A. The general manager has the primary responsibility for (1) ensuring compliance with the district’s policies and procedures manual and administrative manual, and ensuring that district employees do not engage in improper activities; (2) investigating allegations of improper activities; and (3) taking appropriate corrective and disciplinary actions. The board has a duty to ensure that the general manager is operating the district according to law and the policies approved by the board. Board members are encouraged to fulfill their obligation to the public and the district by disclosing to the general manager to the extent not expressly prohibited by law, improper activities
within their knowledge. Board members will not interfere with the general manager’s responsibilities in identifying, investigating and correcting improper activities, unless the full board of directors determines that the general manager is not properly carrying out these responsibilities.

B. A board member will not directly or indirectly use or attempt to use the authority or influence of his or her position for the purpose of intimidating, threatening, coercing, commanding or influencing any other person for the purpose of preventing such person from acting in good faith to report or otherwise bring to the attention of the general manager or the board any information that, if true, would constitute: a work-related violation by a board member or Helix Water District employee of any law or regulation, gross waste of district funds, gross abuse of authority, a specified and substantial danger to public health or safety due to an act or omission of a district official or employee, use of a district office or position or of district resources for personal gain or a conflict of interest of a district board member or district employee.

C. A board member will not use or threaten to use any official authority or influence to effect any action as a reprisal against a district board member or district employee who reports or otherwise brings to the attention of the general manager any information regarding the subjects described in this section. See Labor Code Section 1102.5 and following; Government Code Sections 53298 and 53298.5.

9.1-13 COMPLIANCE WITH THE BROWN ACT

The members of the board of directors and persons elected but who have not yet assumed office as members of the board, will fully comply with the provisions of the state’s open meeting law for public agencies, the Brown Act. See Government Code Sections 54950 and following, and 54952.1 and 54959.)

9.1-14 BOARD MEMBERS’ COMPENSATION AND EXPENSE REIMBURSEMENT

A. Travel Guidelines

1. Per diems and expenses will be paid for the period of any conference attended and all conference-related activities scheduled prior to and after the conference, with a reasonable time allowed to travel to and from the conference/related activities. This guideline acknowledges that if early arrival or stay-over is required because of transportation scheduling, per diem and expenses will be paid for that period. Conference lodging expenses shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging
at the group rate is available to the board member at the time of booking. If the group rate is not available, the board member shall use comparable lodging. Government and group rates shall be used when available.

2. Expenses for travel by personal automobile will not exceed those paid to board members traveling by scheduled airlines to attend the same conference. Reimbursement for mileage will be in accordance with the Internal Revenue Service standard mileage rate.

3. If a spouse travels with the claimant, and expenses are pre-paid by Helix Water District for the spouse, those pre-paid expenses must be reimbursed to the district as soon as is practical upon the board member’s return. Generally, they are deducted from the board member’s check, through the payroll cycle subsequent to submittal of the expense report.

4. Reasonable expense to call home and use hotel Wi-Fi will be reimbursed.

5. Meal reimbursement of $75 per day per board member when traveling at district expense for conferences, seminars and/or business meetings.

6. All reimbursed expenses require itemized receipts to be attached to the expense claim form. If the itemized receipt is not provided by a vendor or is lost, an explanation of the expenditure shall be included on the expense claim form and approved by the board for payment. Alcohol will not be reimbursed. If the conference registration includes meals, substitute meals will not be reimbursed.

7. If claimant expenses are prepaid by the district and are not used, the district will require reimbursement unless the reason for not attending was due to personal illness or an event that impeded good faith efforts to attend. Such events could include flight or other public transportation delays or cancellations, meeting cancellations or date changes, or sudden events within the district which would serve the district’s best interest that the individual not be away. Claimant would still be responsible for prepaid spouse expenses.

8. The district does not make credit cards available to board members. Payment for board expenses will be made through departmental credit cards, purchase orders, checks or reimbursement through accounts payable or payroll.
B. Guidelines for Payment of Per Diems and Expenses

The board reviews its authorization for payment of per diems and expenses (preapproved activities) annually, following reorganization of the board and election of a new chair. Following are the current guidelines:

1. The following activities/events are preapproved for all board members in attendance to receive a per diem and expenses per Government Code Section 53232.2 (unless noted otherwise):
   a. ACWA Conferences, ACWA Region 10 meetings
   b. California Special Districts Association – board meetings, conferences, chapter meetings, committee meetings, quarterly dinner meetings
   c. Cleantech San Diego – board meetings, conferences, meetings
   d. Colorado River Water Users Association conferences
   e. Council of Water Utilities – meetings
   f. East County Caucus
   g. General Manager meetings with board members, one-on-one or two-on-one
   h. Helix Water District regular and special board meetings
   i. Metropolitan Water District board meetings
   j. Metropolitan Water District Tours
   k. San Diego County Water Authority board/committee meetings (Appointed Helix representatives are SDCWA directors and are compensated by SDCWA; Board members who are not Helix Water District representatives may claim expenses and per diem)
   l. San Diego East County Chamber of Commerce committees and monthly breakfast meetings (maximum two per month)
   m. State Mandated Ethics Training
   n. State Mandated Sexual Harassment Avoidance Training
   o. Urban Water Institute conferences
   p. Water Education Foundation Tours
   q. WateReuse Association – San Diego Chapter – quarterly meetings

2. The following activities/events are preapproved for attendance, teleconference or webinar by board members designated to represent Helix Water District by the board president. Designated alternates qualify for a per diem. Any other board members who wish to attend must have approval by the board or be designated by the president to attend and receive a per diem or expense reimbursement:
SECTION 9.1 BOARD OF DIRECTORS GUIDELINES FOR CONDUCT

a. ACWA Committees and Subcommittees
b. ACWA/JPIA Committees and Subcommittees
c. ACWA Region 10 Board and Committees
d. City of La Mesa - Environmental Sustainability Commission
e. East County Advanced Water Purification Joint Powers Authority Board Meetings
f. East County Economic Development Council and Executive Committee
g. Harry Griffen Regional Park Joint Powers Authority Meetings
h. Helix Water District Engineering and Operations Committee Meetings
i. Helix Water District Finance and Administration Committee Meetings
j. Helix Water District Parks, Land, Lakes and Garden Committee Meetings
k. Helix Water District Scholarship Committee
l. Helix Water District Water Quality and Resources Committee Meetings
m. San Diego Local Agency Formation Commission, including committees and subcommittees
n. San Diego River Coalition
o. San Diego River Conservancy
p. Water Conservation Garden Authority

3. Board members may seek authorization to attend other functions that constitute the performance of official duties including but not limited to, tours of other agency facilities, state of the county/city addresses, legislative roundtables, public hearings, project update meetings, meetings of ACWA Regions 1 through 9, and association dinners and lunches. Board members desiring to attend events of this nature would require approval from the board in order to receive a per diem and/or expense reimbursement.

4. Board members may attend webinars in lieu of regularly approved activities, events or conferences. Board approved webinars will offer a significant benefit to Helix Water District and board members must provide a written report for distribution to the board, or make a brief verbal report during the next regular meeting of the board. Webinar attendance applies toward the maximum of ten per diems per month.

5. New board members may receive up to five per diems and expense reimbursements for an orientation program that meets the following criteria:
SECTION 9.1 BOARD OF DIRECTORS GUIDELINES FOR CONDUCT

a. Is part of a planned orientation schedule.
b. The orientation meeting is at least two hours in duration.
c. The per diems for this purpose must be claimed during the first six months of service on the board.

6. The following activities/events are not eligible for per diem or expense claims:

   a. Helix employee appreciation breakfast.
   b. Retirement receptions for district employees/board members.
   c. Helix picnics or dinner dances.
   d. Chamber of Commerce business mixers.

7. When the chair appoints a board member to a committee or to represent Helix Water District at a meeting, the meeting or event is preapproved for the appointed board member to receive a per diem.

8. At the following board meeting, each board member shall briefly report on meetings attended at the district’s expense or provide a written report. If multiple board members attended, a joint report may be made.

9.1-15 CHANGES IN COMPENSATION

Changes in the compensation of board members will require the approval of the board during an open meeting of the board held at least 60 days prior to the effective date of the change. See Water Code Sections 20200 and following.

9.1-16 CANDIDATE’S STATEMENT

A board member will not include false or misleading information in a candidate’s statement for a general district election filed pursuant to Section 13307 of the Elections Code. See Elections Code Section 13313.

9.1-17 VIOLATION OF ETHICS POLICY

A perceived violation of this policy by a board member should be referred to the president of the board or the full board of directors for investigation. If the conduct is found to be a violation of the district’s policy by an affirmative vote of three members of the board in an open and public meeting, the violation may be addressed by the use of such remedies as are available by law to the district, including but not limited to: (a) adoption of a resolution expressing disapproval of the conduct of the board member who has violated this policy; (b) injunctive relief; or (c) referral of the violation to the district attorney and/or the grand jury.
A. Purpose

The purpose of this policy is to ensure that all tickets and/or passes are distributed in furtherance of governmental and/or public purposes as required under Section 18944.1, Title 2, California Code of Regulations (Regulation 18944.1).

In addition, the purpose of this policy is to ensure that tickets distributed by Helix Water District under this policy are disclosed on Form 802 and posted to the district's website within 45 days of distribution, as required by Regulation 18944.1.

B. Application

This policy applies to tickets that provide admission to a facility, event, show or performance for an entertainment, amusement, recreational or similar purpose, and are either:

1. Gratuitously provided to the district by an outside source;
2. Acquired by the district by purchase;
3. Acquired by the district as consideration pursuant to the terms of a contract for the use of a district venue; or
4. Acquired and distributed by the district in any other manner.

C. Scope

This policy applies to all public officials, as defined in Section 9.1-18 (D)(2).

D. Definitions

Unless otherwise expressly provided herein, words and terms used in this policy shall have the same meaning as that ascribed to such words and terms in the Political Reform Act of 1974 (Government Code Section 81000 et seq., as the same may from time to time be amended) and the Fair Political Practices Commission Regulations (Title 2, California Code of Regulations, Section 18110 et seq., as the same may from time to time be amended).

1. **District** means the Helix Water District.
2. Public officials means every member, officer, employee or consultant of the district, as defined by Government Code Section 82048 and Regulation 18700.3. Such term shall include, without limitation, any board member, appointed official, employee or consultant required to file an annual Statement of Economic Interests (Form 700).

3. Immediate family means the public official's spouse and dependent children.

4. Policy means this policy for distribution of tickets and/or passes.

5. Tickets shall mean and refer to a ticket or pass as those terms are defined in Regulation 18946 and referenced in Regulation 18944.1, both Regulations as amended from time to time, but which currently define ticket or pass as anything that provides admission or access to a facility, event, show or performance for an entertainment, amusement, recreational or similar purpose.

E. General Provisions

1. The use of complimentary tickets is a privilege extended by the district and not the right of any person to which the privilege may from time to time be extended.

2. Tickets distributed to a public official pursuant to this policy shall not be transferred to any other person, except to members of such public official's immediate family solely for their personal use or to no more than one guest solely for their attendance at the event.

3. No person who receives a ticket pursuant to this policy shall resell or receive compensation for the value of such ticket.

4. The general manager shall have the authority, in his or her sole discretion, to establish procedures for the distribution of tickets in accordance with this policy. All requests for tickets which fall within the scope of this policy shall be made in accordance with the procedures established by the general manager.

5. The general manager or his/her designee, shall be the agency head for purposes of implementing the provisions of this policy and completing and posting the Form 802. In such case, where the general manager desires to obtain a ticket, the district board authorizes the board president to exercise the district's sole discretion in determining
whether the general manager's use or behest of tickets is in accordance with the terms of this policy.

6. No ticket gratuitously provided to the district by an outside source and distributed to, or at the behest of, a public official pursuant to this policy shall be earmarked by the original source for provision to a particular public official.

7. A ticket provided to a public official and one guest of the official at which the official performs a ceremonial role, as defined in Regulation 18942.3, on behalf of the district must be disclosed on Form 802 as set forth below. Any additional effort by the district to either limit or expand permissible ceremonial roles will require that the revised policy be forwarded to the FPPC.

8. The disproportionate use of tickets and passes, distributed pursuant to this policy by a member of the governing body, political appointee, department head and general manager, is prohibited.

9. The value of any ticket shall be the fair value of the ticket. The fair value is the face value of the ticket, or the price at which the ticket would otherwise be offered for sale to the general public by the operator or host. Where the ticket does not reflect the actual cost for a ticket in a luxury box or suite, the face value is determined by dividing the total cost of the box or suite by the number of tickets available for that box or suite.

F. Public Purposes for Which Tickets May Be Distributed

Subject to the provisions of this policy, the district shall only provide a ticket and/or pass to a public official, or at the behest of a public official, under one of the following public and governmental purposes:

1. If the distribution is to a public official and the official reimburses the district for the fair value of the ticket(s).

2. If the distribution is to a public official, the official treats the ticket(s) as income consistent with applicable federal and state income tax laws and the district complies with the reporting requirements of Section 9.1-18(G).

3. If the distribution is to a public official, or at the behest of a public official, such distribution must accomplish a governmental and/or public purpose. The following is a list of the public purposes the district
may accomplish through the distribution of tickets. The list is illustrative rather than exhaustive:

a. Facilitating the performance of a ceremonial role or function by a public official on behalf of the district at an event.

b. Facilitating the attendance of a public official at an event where the job duties of the official require his or her attendance.

c. Promotion of water conservation, water supply, water quality and water services within the district, regionally and statewide.

d. Promotion of local and regional businesses, economic development and tourism activities within the district that serve or may potentially serve the district’s residents, including conventions and conferences.

e. Promotion of district-run, sponsored or supported events, activities or programs.

f. Promotion of community programs and resources available to district residents, including nonprofit organizations and youth programs.

g. Marketing promotions highlighting the achievements of public agencies, local residents, nonprofits, community groups and businesses.

h. Promotion and marketing of public and/or private facilities such as Lake Jennings, Harry Griffen Regional Park and The Water Conservation Garden and resources available for district resident use.

i. Promotion of district recognition, visibility, and/or profile on a local, state, national or international scale.

j. Promotion of district growth and development, including outreach efforts, economic development and job creation opportunities.

k. Promotion of specific district community events provided by or sponsored by the district.

l. Promotion of any district-owned sites or facilities.
m. Exchange programs with foreign officials and dignitaries.

n. Promotion of and participation in intergovernmental relation and activities sponsored by other governmental agencies, government-related industry groups and nonprofit organizations, including but not limited to annual state of the city events hosted by surrounding cities, League of California Cities, Association of California Water Agencies and California Special Districts Association events.

o. Promotion of open government and/or community relations by public official appearances, participation and/or availability at business or community events.

p. Sponsorship agreements involving private events where the district specifically seeks to enhance the district's reputation both locally and regionally by serving as hosts or sponsors providing the necessary opportunities to meet and greet visitors, dignitaries and residents.

q. All written contracts where the district, as a form of consideration, has required that a certain number of tickets be made available for district use.

r. Employment retention programs.

s. Special outreach programs for veterans, teachers, emergency services, medical personnel and other civil service occupations.

t. Encouraging or rewarding significant academic, athletic or public service achievements by residents or businesses of the district service area.

u. Charitable 501(c)(3) fundraisers for the purpose of networking with other community and civic leaders.

v. Promoting, supporting and/or showing appreciation for programs or services rendered by charitable and nonprofit organizations benefiting district residents.

w. Increasing public exposure to, and awareness of, the various recreational, cultural and educational venues and facilities available to the public within the district's service area.
x. Attracting or rewarding volunteer public service.

y. Attracting and retaining highly qualified employees in the district’s service area.

z. Recognizing or rewarding meritorious service by a district employee.

aa. Promoting enhanced district employee performance or morale.

bb. Recognizing contributions made to the district by former board members or district employees.

c. Spouses of public officials in order to accompany the official to any of the events listed above.

d. Any purpose similar to above included in any district contract.

4. When a public purpose involves the oversight or inspection of facilities by a public official, the public official is required to provide a written inspection report and/or recommendation.

5. If the distribution is to an organization outside of the district, such distribution is done pursuant to a public purpose outlined in Section 9.1-18(F)(3).

6. Subject to the provisions of this policy, tickets obtained by the district pursuant to terms of a contract for use of public property because the district controls the event, or, by purchase at fair market value, may be distributed to public officials. Any distribution must accomplish a governmental and/or public purpose in accordance with Section 9.1-18(F)(3).

7. Any ticket obtained pursuant to Section 9.1-18(F)(6), which is distributed to a public official, other than an elected official or member of the governing body of the district, for the official’s personal use, to support general employee morale, retention or to reward public service is also deemed to serve a public purpose. Such ticket distribution shall be disclosed pursuant to Section 9.1-18(G). For purposes of this subsection, personal use is defined as use by the public official, his or her family, or no more than one guest.

8. Any public official, member of the public official’s immediate family or guest of the public official may return any unused ticket to the district for redistribution pursuant to this policy.
9. The provisions of this policy apply only to benefits the public official receives that are provided to all members of the public with the same class of ticket.

G. Disclosure Requirements

1. This policy shall be posted on the district’s website in a prominent manner. The district shall, within 30 days of adoption or amendment, send to the FPPC by email a website link that displays the policy.

2. Tickets distributed by the district to any public official, which the public official treats as income pursuant to Section 9.1-18(F)(2), or which are distributed for one or more public purposes described in Section 9.1-18(F)(3), must be recorded on Form 802 or on such alternative form(s) as may from time to time be designated by the FPPC. This form must be maintained as a public record, and be subject to inspection and copying as required under Government Code Section 81008(a). Within 45 days of distribution, the district must post these forms on its website and email a website link to the FPPC that displays the form.

3. Tickets distributed by the district for which the district receives reimbursement from the public official as provided under Section 9.1-18(F)(1), shall not be subject to the disclosure provisions of Section 9.1-18(G)(2).

4. For tickets distributed to a department or other unit of the district, and not used by a member of the board, political appointee, a department head or the general manager, the district may report the name of the department or other unit of the district and the number of tickets provided to the department or other unit in lieu of posting the name of the individual employee(s) as otherwise required.

5. Tickets distributed to an organization outside of the district pursuant to Section 9.1-18(F)(5), shall be disclosed in accordance with Section 9.1-18(G)(2), but may be done by reporting the name, address, description of the organization and the number of tickets or passes provided to the organization in lieu of posting the names of each individual from the organization as otherwise required.
Board of Directors

Carlos V. Lugo, General Manager

James A. Tomasulo, Director of Engineering

Timothy J. Ross, Assistant Director of Engineering

Chris McRae, Engineering Design Associate

November 18, 2020

Notice of Completion for Pipeline Project Greenfield and Madison CIP19004

Strategic Focus Area:

Infrastructure

Recommendation:

The board adopt Resolution 20-42 declaring construction complete and authorize filing a notice of completion for pipeline project Greenfield and Madison CIP19004.

Background:

On November 6, 2019, the board awarded the construction contract for pipeline project Greenfield and Madison CIP19004 to SC Valley Engineering Inc., El Cajon, California. This project consisted of replacing approximately 6,200 linear feet of 12-inch and 16-inch diameter, 1955 vintage cast-iron pipe in Greenfield Drive and Madison Avenue with 6,200 linear feet of 12-inch and 16-inch diameter PVC pipe within the city of El Cajon and county of San Diego as shown on the attached vicinity map. The work has been completed successfully by the contractor and has been inspected and accepted by the district.
This project is part of Helix Water District’s ongoing pipeline replacement program and is listed within the fiscal year 2020-21 budget.

Project costs are summarized below:

**Design Costs:**
- District Design Labor $82,700

**Construction Costs:**
- Contract Award Amount $2,214,535
- Change Orders ($120,750)
- District Engineering, Inspection, Testing, Misc. $264,900
- District Work $140,200

**Total Project Costs:** $2,581,585

Previously Appropriated Funds $2,831,000

*No Additional Appropriation is Required.*

Fifteen change orders totaling ($120,750) were issued on this project. A total of 70 working days were granted with the approved change orders for delays beyond the contractor’s control. Below is a summary of the categorized change orders issued on the project.

**Change Orders:**
- Added Scope Items $180,479
- Bid Quantity Adjustments ($301,229)
- Net Total Change Orders $($120,750)

The added scope change orders were related to the realignment of the proposed pipeline caused by changed field conditions, additional utility potholing, rehabilitation of the roof connections at Greenfield Tank, unanticipated conflicts with underground utilities, removal and replacement of a leaking gate valve and corroded piping on the Greenfield Tank drain line, raising of two vault lids at the Greenfield Tank site, and placement of concrete to redirect the surface drainage around Greenfield Tank. The main project delays were related to the piping modifications caused by changed field conditions.

The major bid quantity deductions included less than anticipated: pipe installation, rock removal and disposal, removal and replacement of existing asphalt, disposal of contaminated soil, existing traffic signal loop repairs, unanticipated obstructions, existing sewer lateral repairs and permit charges.
Staff recommends the board adopt Resolution 20-42 declaring construction complete and authorize filing a notice of completion for pipeline project Greenfield and Madison CIP19004, located within the city of El Cajon and county of San Diego.

Attachments:
Attachment A – Director Divisions Map
Attachment B – Vicinity Map
Attachment C – Project Photos
RESOLUTION 20-42
OF THE BOARD OF DIRECTORS OF HELIX WATER DISTRICT
DECLARING CONSTRUCTION COMPLETE AND
AUTHORIZE FILING A NOTICE OF COMPLETION FOR
GREENFIELD AND MADISON PIPELINE PROJECT CIP19004

WHEREAS, Helix Water District has heretofore entered into a contract with SC Valley Engineering Inc. of El Cajon, California for the Greenfield and Madison pipeline project CIP19004, within the boundaries of the district, in the city of El Cajon, county of San Diego, state of California; and

WHEREAS, such work for the project has been completed successfully by the contractor and it is in the interest of the district to accept such work and to file a notice of completion; and

WHEREAS, on November 6, 2019, the Helix Water District Board of Directors authorized the general manager to award the construction contract to SC Valley Engineering Inc. to replace approximately 6,200 linear feet of 12-inch and 16-inch diameter, 1955 vintage cast-iron pipe in Greenfield Drive and Madison Avenue with PVC pipe within the city of El Cajon. The project is part of the district’s ongoing pipeline replacement program and is listed within the fiscal year 2020-21 capital budget; and

BE IT FURTHER RESOLVED that 15 change orders totaling -$120,750 and 70 additional working days were issued for delays beyond the contractor’s control on this project. The added scope change orders were related to the realignment of the proposed pipeline caused by changed field conditions, additional utility potholing, rehabilitation of the roof connections at Greenfield Tank, unanticipated conflicts with underground utilities, removal and replacement of a leaking gate valve and corroded piping on the Greenfield Field drain line, raising of two vault lids at the Greenfield Tank site, and placement of concrete to redirect the surface drainage around the tank. The change in scope resulted in an added cost of $180,479 with bid quantity deduction of -$301,229. The changes are related to less than anticipated pipe installation, rock removal and disposal, removal and replacement of existing asphalt, disposal of contaminated soil, existing traffic signal loop repairs, unanticipated obstructions, existing sewer lateral repairs and permit changes with a net total change orders of -$120,750; and

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Helix Water District Board of Directors as follows:

1. That said work be hereby accepted by the district, provided that such acceptance not be construed as constituting any waiver of any rights of the district, and provided further that such acceptance shall not in any way affect the warranties and guaranties given by the contractor and/or owners of the property as to the quality of the work performed and as to the proper functioning of said facilities.
2. That the president and secretary be and they hereby are authorized and directed to execute a notice of completion in the office of the county recorder of the county of San Diego.

PASSED, ADOPTED AND APPROVED this 18th day of November 2020, by the following vote:

AYES:

NOES:

ABSENT:

__________________________________________
Mark Gracyk, President

ATTEST:

__________________________________________
Sandra L. Janzen, Secretary of the Board
Attachment A
Helix Water District Director Divisions Map
CIP19004

Legend
- Director Division
- Project Location
Segment 246: Easement – 600' of 16" PVC.

Segment 324: Madison Ave. – 1,600' of 16" PVC.

Segment 321: Madison Ave. – 3,200' of 12" PVC.

Segment 551: Greenfield Dr. – 800' of 16" PVC.

Attachment B
Vicinity Map
CIP19004
Attachment C
Project Photos
CIP19004

NEW PRV STATION ON JAMACHA ROAD (NORTH OF KENDRICK)

MADISON AVENUE (AFTER PIPELINE INSTALLATION)
GREENFIELD TANK ACCESS EASEMENT (AFTER PIPELINE INSTALLATION)

GREENFIELD TANK SURFACE DRAINAGE IMPROVEMENTS AND VAULT LID UPGRADES
BOARD REPORT

TO: Board of Directors
FROM: Carlos V. Lugo, General Manager
INITIATED BY: James A. Tomasulo, Director of Engineering
Milica K. Schipper, Engineering Manager
Sam L. Dillman, Associate Engineer
DATE: November 18, 2020
SUBJECT: Professional Services Agreement and Appropriation Request for Johnstown Pump Station Rehabilitation/Replacement Project CIP20006

Strategic Focus Area:

Infrastructure

Recommendation:

The board authorize the general manager to execute a professional services agreement not to exceed $321,000 with Black and Veatch Corporation; and appropriate funds in the amount of $389,000 from the fiscal year 2020-21 capital budget for the design of the Johnstown Pump Station rehabilitation/replacement project CIP20006.

Background:

The Johnstown Pump Station is an enclosed three-unit pump station, built in 1970. This pump station directly feeds the Johnstown Tank, customers in the vicinity and provides the process water feed to the R.M. Levy Water Treatment Plant.

On September 18, 2019, the board appropriated $60,000 and authorized a professional services agreement with BSE Engineering Inc. to provide design services to replace the motor
control centers at the Johnstown Pump Station. During preliminary design for the motor control center replacement project it was determined that the existing facility required additional rehabilitation work, including structural upgrades to the building and replacement of pump and motor units. The district instructed BSE Engineering Inc. to stop working on the project. Engineering staff developed a request for proposal package to hire an engineering consultant to evaluate rehabilitation versus full replacement options for the pump station and to complete the design for the most economically feasible solution.

On August 11, 2020, request for proposals were sent to the following engineering consultants:

1. Black and Veatch Corporation
2. Carollo
3. Dudek
4. Hazen Sawyer
5. Infrastructure Engineering Corporation
6. Murraysmith
7. Water Systems Consulting
8. Wood Rodgers

The RFP listed the scope of work to provide an evaluation of rehabilitation versus replacement options for the project, design of the selected option, professional engineering and support services through project bid. The RFP required consultants to demonstrate from past projects experience in pump station design and the ability to complete the Johnstown Pump Station rehabilitation/replacement project CIP20006.

Staff reviewed and evaluated the proposals received September 10, 2020 from B&V, Dudek, IEC, Murraysmith and WSC and conducted videoconference interviews with the top three rated consultants.

Based on the consultants qualifications, the strength of the technical team listed in the proposal as well as the cohesiveness of the group during the interview, it was agreed that Black and Veatch was the strongest candidate for the work. B&V is recognized as a leader in the water industry with expertise available in their local San Diego and worldwide offices, and they have successfully completed similar work for many public water utility agencies, both locally and across the country and also recent work on past district pump station projects and consulting work. The pricing submitted in the B&V proposal was consistent with the expected billing rates for management and technical experts for pump station projects of similar complexity and breadth.

Funds for the design phase of this project are available in the fiscal year 2020-21 capital budget. This appropriation will cover staff and consultant time for design. An additional appropriation will be requested upon award of construction in fiscal year 2021-22.
Motor Control Center Replacement Project:
Consultant progress payments for design and district work to date including RFP development for project transition $32,000

Pump Station Rehabilitation/Replacement Project:
Design Services (Black and Veatch) 321,000
District Engineering, Survey, Project Management 96,000
Total Estimated Design Costs $417,000

Previously Appropriated <60,000>
Additional Appropriation Request $389,000

Staff recommends the board authorize the general manager to execute a professional services agreement not to exceed $321,000 with Black and Veatch Corporation; and appropriate funds in the amount of $389,000 from the fiscal year 2020-21 capital budget for the design of the Johnstown Pump Station rehabilitation/replacement project CIP20006.

Attachments:
Attachment A – Director Divisions Map
Attachment B – Vicinity Map
Attachment C – Project Photos
Attachment D – Professional Services Agreement
Attachment B
Vicinity Map
CIP20006

Johnstown Pump Station Rehabilitation/Replacement Project CIP20006
9160 Pinkard Lane, El Cajon
Attachment C
Project Photos
CIP20006

Figure 1: Existing Johnstown Pump Station

Figure 2: Pump Station Interior
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN HELIX WATER DISTRICT
AND
BLACK AND VEATCH CORPORATION

This Agreement is made and entered into as of November __, 2020 by and between HELIX WATER DISTRICT (hereinafter referred to as the “District”), an irrigation district organized and operating under the Irrigation District Law, Water Code section 20500 et seq. and Black and Veatch Corporation, a Kansas Corporation (hereinafter referred to as “Consultant”).

RECITALS

1. District is a public agency of the State of California and is in need of professional services for the following project: Johnstown Pump Station Rehabilitation/Replacement Project, CIP20006 (herein referred to as “the Project”).

2. Consultant is duly licensed and has the necessary qualifications to provide such services.

3. The parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall perform all services as described in Exhibit “A,” attached hereto and incorporated herein by this reference and any other services specified by the District. The District shall separately specify locations and details for all services not included in Exhibit “A” on an as-needed basis ("Task"). No services shall be performed by Consultant unless specified in Exhibit “A” or authorized by a Task assigned to Consultant by District.

2. Compensation.

Agreement Not to Exceed: $320,865

Payments shall be made within 30 days of receipt by District of an invoice which includes a detailed description of the services performed.

3. Time of Performance.

Agreement Effective Date: November 15, 2020

Agreement Expiration Date: December 31, 2021

No services shall be performed nor shall services, material or equipment be furnished under this Agreement unless and until all bonds, if applicable, certificates of insurance, and endorsements have been furnished to and approved by the District. Upon such approval, the District shall issue a Notice to Proceed.

It is also understood and agreed that the time limit for the completion of the services shall be no later than the expiration date of this Agreement. Any additional services not expressly set
forth herein shall be specified by the District in separate Task orders, which shall include schedules and deadlines, if any, for such additional services.


a. Neither the District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5. Maintenance of Records. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred relating to the services shall be maintained by Consultant and made available at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement for inspection by the District.

6. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements, requirements for verification of employees' legal right to work in the United States, and air pollution control laws and regulations as applicable to the Consultant.

b. If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of the District for the Project by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

d. By his/her signature hereunder, Consultant hereby certifies he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing services under this Agreement.

e. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the services are being performed as part of an applicable "public works" or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the District, its Board, members of the Board, employees, and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all sub-consultants to comply with all California Labor Code provisions, which include but are not limited to prevailing
wages, maintenance of certified payroll records, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

f. Effective March 1, 2015, if the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

7. **Standard of Care.** Consultant’s services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

8. **Assignment and Subconsultant.** Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

9. **Independent Consultant.** Consultant is retained as an independent Consultant and is not an employee of the District. No employee or agent of Consultant shall become an employee of the District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from the District as herein provided.

10. **Integration.** This Agreement represents the entire understanding of the District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

11. **Insurance.** The Consultant shall maintain the following insurance during the performance of all services under this Agreement. Should any of the required coverage lapse or be cancelled during the term of this Agreement, the Consultant shall be obligated to notify the District immediately in writing.

a. **Commercial General Liability Insurance.** of at least $2,000,000 per occurrence/ $4,000,000 aggregate (if used) for bodily injury, property damage, and personal and advertising injury, at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01). Policies shall not contain any exclusion contrary to this Agreement including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or CG 21 39); (2) cross-liability for claims or suits by one insured against another; or (3) severability of interest. The general liability coverage shall:

(1) Name Helix Water District, its Board, members of the Board, employees, and authorized insureds using ISO endorsement CG 20 10, CG 20 33, CG 20 38, or endorsements providing the exact same coverage for on-going operations and CG 20 37, or an endorsement providing the exact same coverage for completed operations.
(2) Be primary and non-contributory using ISO endorsement CG 20 01 or an endorsement providing the exact same coverage. Any insurance, self-insurance, or other coverage maintained by the District shall not contribute to it.

(3) Contain a waiver of transfer of rights of recovery (subrogation) using ISO endorsement CG 24 04 or an endorsement providing the exact same coverage naming Helix Water District, its Board, members of the Board, employees, and authorized volunteers.

b. Automobile Liability Insurance including coverage for owned, non-owned and hired vehicles (Coverage Symbol 1, any auto) of at least $1,000,000 combined single limit each accident for bodily injury and property damage, at least as broad as Insurance Services Office Form Number CA 00 01.

c. Workers' Compensation (statutory limits) and Employer's Liability Coverage of at least $1,000,000 each accident, disease-each employee, and disease-policy limit. The Workers' Compensation and Employer's Liability Coverage shall contain a waiver of transfer of rights of recovery (subrogation) using ISO endorsement WC 04 03 or an endorsement providing the exact same coverage naming Helix Water District, its Board, members of the Board, employees, and authorized volunteers.

d. Professional Liability (Errors and Omissions) in a form acceptable to the District of at least $1,000,000 per claim and aggregate. The retroactive date (if any) of each claims-made policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of three (3) years after the completion of the services under this Agreement. Consultant shall purchase a one (1) year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

Insurance carriers shall have not less than an "A-" Financial Strength Rating and Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide unless otherwise approved by the District. Certificates of insurance and policy endorsements shall be filed with the District prior to Work commencing. If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s), including all endorsements, evidencing the coverage required herein, to the District prior to the expiration date. The District reserves the right to request to review, but not obtain, complete, certified copies of all required insurance policies or policy declarations page and/or endorsement page showing all policy endorsements.

Notwithstanding the minimum limits set forth in Section 11 above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds. Defense costs shall be paid in addition to the limits.

Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its Board, members of the Board, employees, or authorized volunteers.

12. Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its Board, members of the Board, employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts,
errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Neither the District, its Board, members of the Board, employees, or authorized volunteers shall be personally responsible for any liability arising under or by virtue of the Agreement.

In addition, Consultant shall defend, with counsel of District's choosing and, to the extent permitted by Civil Code Section 2782.8, at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by this section that may be brought or instituted against District or its Board, members of the Board, employees, and authorized volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its Board, members of the Board, employees, and authorized volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse District for the cost of any settlement paid by District or its Board, members of the Board, employees, or authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Consultant shall reimburse District and its Board, members of the Board, employees, and/or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive the expiration or termination of the Agreement and Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its Board, members of the Board, employees, or authorized volunteers.

13. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.

14. Termination or Abandonment.

a. The District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days' written notice to Consultant. In such event, the District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. The District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge of services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by the District and Consultant of the portion of the task completed but not paid prior to said termination. The District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to the District only in the event of substantial
failure by the District to perform in accordance with the terms of this Agreement through no fault of Consultant.

15. **Documents.** Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or 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.

16. **Organization.** Consultant shall assign **Jeremy Clemmons** Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

17. **Notice.** 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, certified mail, return receipt requested, postage prepaid, addressed to:

   **District:**
   Helix Water District  
   7811 University Avenue  
   La Mesa, CA 91942  
   Attn.: Sam Dillman, PE

   **Consultant:**
   Black and Veatch Corporation  
   300 Rancheros Drive, Suite 250  
   San Marcos, CA 92069  
   Attn.: Kevin Davis, PE

   and shall be effective upon receipt thereof.

18. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

19. **Severability.** The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first written above.

**HELIIX WATER DISTRICT**  
**BLACK AND VEATCH CORPORATION**

By: Carlos V. Lugo  
Title: General Manager  
Signature:  
Date:  

By: Kevin N. Davis  
Title: Vice President  
Signature:  
Date: 11/4/2020

**APPROVED AS TO FORM:**
**BEST BEST & KRIEGER LLP**

By:  
General Counsel
EXHIBIT A

PROPOSED SCOPE OF WORK
Exhibit A: Scope of Services

PROPOSED SCOPE OF REQUIRED SERVICES – JOHNSTOWN PS REHAB/REPLACEMENT

Helix Water District (District) intends to contract for the services of a consulting engineering firm to provide the professional services described below. The scope of the services required includes the following key elements:

1. PROJECT MANAGEMENT AND QUALITY ASSURANCE / QUALITY CONTROL

The Consultant shall provide project management to ensure fulfillment of this scope within budget and schedule. Project management shall include but not be limited to coordination of project team activities, preparation of workshop/meeting agendas and minutes, and management of budget and schedule. Project progress reports shall be submitted with monthly invoices.

The Consultant is expected to provide continuous quality assurance and quality control of design activities, to include, as a minimum, procedures for checking design methods, calculations, plans, specifications, and cost estimates. The selected Consultant is expected to submit, along with deliverables, copies of design calculations including documentation of computer-generated calculations, where applicable. All work shall comply with applicable laws, codes, and professional engineering and industry standards.

With each deliverable, the Consultant shall provide written, signed certification that all work products have been reviewed for compliance with these QC requirements and the Consultant’s internal QC procedures. The certification shall list, by design discipline, the QC reviewer(s) and the corresponding sign-off signatures. Before the first project deliverable, the Consultant shall submit a sample of their proposed QC certification form for review and approval by the District.

2. COORDINATION MEETINGS

The Consultant shall participate and lead four design workshops at the District’s administrative office in La Mesa (or via video teleconference during COVID). The workshops shall be attended by the Consultant’s project manager and key design staff and shall be as follows:

2.1) Design Kickoff Workshop – The kickoff workshop shall serve to establish design objectives and procedures and establish specific design criteria for the pump station and various elements of the project. The key criteria for evaluation of the existing pump station rehabilitation, replacement and by-pass options will be established during this workshop. It is anticipated that District furnished system curves and hydraulic model (formatted to work with Innovyze InfoWater hydraulic modeling software) for Consultant’s independent evaluation will be provided at this meeting.

2.2) 30 Percent / Predesign Workshop – This workshop shall be conducted following the District’s review of the pre-design report recommendations that establishes the pump
station duty point and specific rehabilitation versus replacement option including associated bypass. District comments to the predesign submittal shall be discussed/addressed at this workshop. After predesign workshop, the District will make selection of the preferred duty point and rehabilitation vs replacement option. The Consultant will not proceed with 60 percent design until the decision is conveyed in writing.

2.3) **60 Percent Design Workshop** – This workshop will be conducted following the District’s review of the 60 percent design submittal. District comments to the design submittal will be addressed at this workshop.

2.4) **90 Percent Design Workshop** – This workshop shall be conducted following the District’s review of the 90 Percent Design Submittal. This is to be the final review workshop before preparation of final plans and specifications.

3. **PREPARATION OF PLANS AND SPECIFICATIONS**

Design plans and specifications for the Johnstown Pump Station Rehabilitation/Replacement Project shall be prepared for the required design disciplines as described below. The scope of the design effort is based on the preparation of plans and specifications to a level of completion and detail suitable for conventional bid documents. Consultant shall deliver design submittals for District review at the 30/predesign, 60, 90, and 100 percent completion stages, and a Final Design submittal which shall constitute bid-ready, stamped and signed contract documents. The Consultant shall utilize the District’s standard contract documents and incorporate and develop technical specifications as part of project.

3.1) **General** – Preparation of general drawings including site map, vicinity map, general notes, legend, abbreviations and equipment/piping/valve schedules. The technical specifications will be prepared by Consultant and will be included with the District’s standard contract documents. The Consultant will coordinate design and prepare the appropriate calculations.

3.2) **Civil/Site Planning** – Preparation of civil site plans showing demolition, grading and paving, horizontal control, drainage, yard piping, suction and discharge piping plans and profiles, and all detailing required for a complete civil site design. As applicable, attention should be paid to corrosion protection of buried piping. Site survey data and existing utility information shall be provided by the District.

3.3) **Structural/Architectural** – The structural design shall include all necessary plans, elevations and detailing required to rehabilitate the existing, or construct a new pump station building. The consultant is required to submit structural calculations. The architectural component shall focus on creating a facility that minimizes adverse visual impacts in the surrounding residential area through the use of architectural detailing and landscaping. Consideration shall be made to preserving existing mature trees on site. In
addition, mitigation of noise generated by the pump station equipment shall be addressed.

3.4) **Mechanical** – Pump station piping design shall comply with Hydraulic Institute Standards and Water Agencies’ Standards (www.sdwas.com). The drawings shall include mechanical plans and sections, detailing, and required schedules (e.g., piping schedule).

3.5) **Electrical and Instrumentation** – The electrical and instrumentation design shall be based upon the District’s standardized design template produced by BSE Engineering that is to be provided to the consultant in PDF and AutoCAD formatted files.

The electrical design shall be coordinated with San Diego Gas & Electric (SDG&E) requirements. The electrical power source used for the existing pump station shall be relocated to a more optimal location on the site. Electrical plans shall include, but not limited to: single line diagram; control schematics; lighting, power and receptacle plans; conduit and fixture schedules; equipment elevations, and electrical details. Special attention shall be given to contract requirements for short circuit, coordination and arc flash studies of electrical equipment.

Instrumentation design shall be based on the requirement to operate pump station locally or remotely through the District’s SCADA system. Instrumentation drawings shall include a process control and instrumentation diagram (P&ID), instrument list and details. The District shall furnish consultant with standardized control schematics (i.e. ladder diagrams) for pump control and motor protection logic.

**BV Assumptions:**
- Arc Flash study will be the responsibility of the contractor during construction.
- Coordination with SDG&E will be limited to relocation of the transformer on site to meet access requirements. Design of a new primary feed is outside the scope of this project.
- The District will provide electronic files (CAD drawings and specifications) for the Fletcher Hills 2 Pump Station and the 30% progress drawings for the Johnstown Pump Station MCC Project.
- Building architectural style will resemble the recently completed Fletcher Hill 2 Pump Station. Alternative architectural styles will not be presented.
- Noise modeling will not be provided.
- All permit fees will be paid for by the District.

3.6) **Deliverables** – At each intermediate design stage (30, 60, 90, 100 percent) deliver to the District for review seven (7) sets of half-size drawings and one full-size scale PDF of all plan sheets.

At each intermediate design stage (i.e., 60 percent, 90 percent and 100 percent), seven sets of bound hard copy Specifications and one set searchable PDF (single file containing all sections) will be delivered to the District for review.
At Final Design deliver to District: Specifications- one set unbound hard copy, one set searchable PDF (single file containing all sections), one ZIP archive file containing individual (MS Word formatted) files for each section; Drawings- one set of full-size ANSI D (22” x 34”) original mylars, one set of half-size drawings, electronic files of the drawings in AutoCAD Civil 3D 2019 or newer format. The mylars and signature page of the specifications shall be stamped and signed by a Professional Engineer registered in the state of California in the appropriate field. Digital files shall be delivered electronically as coordinated with the District project manager.

4. SURVEY REQUIREMENTS

Survey of the project site will be completed by District personnel. Consultant shall coordinate data points required for design purposes with District staff, including but not limited to: northings, eastings and elevations for existing paving, manholes, existing water mains, water cans, storm drain inlets, size of storm drain inlets, all utility markings, power pole numbers, electrical box numbers, iron pipes and lead and disks, driveway size and material, and other appurtenances within the site. Existing utility locations shall be marked/painted prior to scheduling the field survey. The field survey data shall be incorporated into the base map drawings.

BV Assumption:
- The District will provide an AutoCAD Civil3D digital drawing file showing site culture, half foot contours and spot elevations with labels for features listed above and others as agreed upon by the District and BV Design Team.

5. GEOTECHNICAL EVALUATION

The consultant shall conduct a geotechnical evaluation to include both field investigation and laboratory testing required to establish the relevant design parameters for the design of the project. The geotechnical evaluation shall include, but not be limited to: review of background data, geologic reconnaissance of the site, subsurface exploration consisting of at least two borings, laboratory testing, and recommendations for the design and earthwork components of the project.

BV Assumption:
- The District will provide on-site potholing services as required by the BV Design Team.
- Subsurface investigation includes two (2) borings.

6. HYDRAULIC ANALYSIS

The evaluation will begin after the design kickoff workshop. This task will include analysis to determine the design duty point for the pump station using the District’s hydraulic model and SCADA data of the existing pump station performance. A decision will be made on the flow rate goal for the pump station upon acceptance of the Pre-Design Report.
7. REHABILITATION/RECONSTRUCTION EVALUATION

Alternative methods of rehabilitating or reconstructing the pump station will begin to be evaluated after the design kickoff workshop. This analysis will include the feasibility of performing a rehabilitation of the existing pump station and replace in place alternatives along with associated by-pass options.

The Consultant will develop a recommendation and present advantages, disadvantages and costs in the Pre-Design Report. A decision will be made on the rehabilitation vs replacement alternatives during the 30 percent design workshop.

BV Assumption:
- The advantages, disadvantages, and costs for pump station rehabilitation will be included in the Preliminary Design Report to facilitate a decision; however, 30% design drawings will be created for only one option (replacement or rehab). This proposal effort is based upon the replacement of the pump station option.

8. PRELIMINARY DESIGN REPORT

A preliminary design report will be drafted including the results of the hydraulic analysis to establish pump station duty point and rehabilitation vs reconstruction evaluations. A meeting with District staff will be held to present and discuss the report. A final design report will be drafted and submitted to the District after the workshop and before start of 60-percent design.

The preliminary design report should also include recommendations and associated costs and shall be presented at the 30 percent/predesign workshop.

9. DEVELOP CONSTRUCTION COST ESTIMATE

The consultant shall develop an updated construction cost estimate as part of each submittal (30, 60, 90 and 100 percent) and a final estimate with the Final Design submittals as well as updates as requested by the District project manager.

10. BID PHASE SERVICES

The consultant will provide bid phase services to include attending the pre-bid meeting and answering bidders’ questions through the preparation of 1 addendum. Construction phase services will be performed under a future amendment.

BV Assumptions:
- Attend pre-bid meeting.
- Preparation of one (1) Addendum during Bid Phase.
- Construction phase services will be performed under a future amendment.
11. SCHEDULE

The design of the Johnstown Pump Station Rehabilitation/Replacement Project shall be completed within 45 weeks after notice to proceed. It is anticipated that notice to proceed for design begins in November 2020. The District anticipates the design schedule as follows:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Kick-Off</td>
<td>November 18, 2020</td>
</tr>
<tr>
<td>Pre-Design Report</td>
<td>January 19, 2021</td>
</tr>
<tr>
<td>Final Pre-Design Submittal</td>
<td>March 3, 2021</td>
</tr>
<tr>
<td>60 Percent Design Submittal</td>
<td>May 5, 2021</td>
</tr>
<tr>
<td>90 Percent Design Submittal</td>
<td>July 7, 2021</td>
</tr>
<tr>
<td>100 Percent Design Submittal</td>
<td>August 25, 2021</td>
</tr>
<tr>
<td>Final Design Submittal</td>
<td>September 29, 2021</td>
</tr>
<tr>
<td>Bid Project</td>
<td>October 6, 2021</td>
</tr>
</tbody>
</table>

12. ADDITIONAL SERVICES

The following activities are considered additional services:

- Construction phase services
- Any services not specifically included in the Proposed Scope of Required Services
- Detailed or new analyses beyond the activities listed above
- Any modifications to upsize the existing drop inlet and storm drain on site
- Additional meetings beyond those identified in the scope of work
- Additional deliverables not identified above in the scope of work
Subconsultant Scopes of Work
PROJECT DESCRIPTION AND UNDERSTANDING

At the request of Black & Veatch, Allied Geotechnical Engineers, Inc. (AGE) is pleased to submit this proposal to perform a geotechnical investigation for the above-mentioned project for the Helix Water District (Helix WD). The scope of the project consists of the design and construction of a replacement pump station located at 9160 Pinkard Lane in El Cajon, California.

GEOTECHNICAL INVESTIGATION

1.0 Information Review

This task involves a review of readily available information, including preliminary project design information, published geologic literature and maps, as-built utility maps, pertinent geotechnical reports prepared by others (if available), and topographic maps.

Assumption:

1. Black & Veatch will provide us with pertinent information, including preliminary project plans, as-built utility plans, topographic maps, and geotechnical reports (if available) pertaining to existing Helix WD owned utilities or facilities that are located in the immediate vicinity of the project site.

2.0 Field Reconnaissance, Planning, Permitting & Utility Clearance

This task will include the performance of several subtasks in preparation of the geotechnical field exploration program, as follows:

- Perform a site visit to select suitable location for the soil boring based on site access conditions and as-built utility information.
- Coordinate utility clearance of the proposed boring location through Underground Service Alert (USA) and Helix WD’s Facility Maintenance Services.
- Obtain soil boring permits from County of San Diego Department of Environmental Health (DEH), if required.
Assumptions

1. AGE assumes that no special environmental permits will be required to conduct the field exploration activities. AGE further assumes that Black & Veatch and/or the Helix WD will be responsible for obtaining the necessary environmental permits, if required.

2. AGE assumes that Black & Veatch will make the necessary arrangements with the Helix WD for their execution of a County DEH "Property Owner Responsibility Acknowledgment" form that will need to be submitted to the County DEH as part of the boring permit application, if required.

3.0 Field Exploration Program

Based on our understanding of the scope of the proposed project, AGE proposes to perform two (2) soil boring to a depth of 20 feet below the ground surface. The field investigation will be performed under the direction of an experienced field geologist or engineer from our firm. The borings will be hand augered to a depth of 8 feet prior to the start of the field exploration activities, if possible.

The soil materials encountered in the boring will be visually classified and logged, and representative samples of the soils will be collected for laboratory testing and analysis. During drilling, Standard Penetration Tests (SPT) will be performed with a specially manufactured "split spoon" sampler at selected depths. Relatively undisturbed samples will be obtained by driving a 3-inch (OD) diameter standard California sampler with a special cutting tip and inside lining of thin brass rings into the soils at the bottom of the borehole. Soil cuttings retained in the samplers will be field screened for the possible presence of volatile organic compounds using an Organic Vapor Meter (OVM). In addition, loose bulk samples will also be collected from the borehole.

Upon completion of the field exploration activities, The boring will be backfilled with concrete grout and patched to match existing surface. The work areas will be cleaned and any excess soil and fluid will be removed for offsite disposal.

Assumptions:

1. The boring target depth is based on our understanding of the scope of the proposed project and knowledge of local geology. The actual boring depth may be less than the target depth in the event that drilling refusal on bedrock and/or oversized cobbles/boulders is encountered.
2. AGE assumes that there are no hazardous material contamination issues at the project site. In the event that visual or odoriferous indications of soil contamination are detected, we will immediately cease the field operations and notify Black & Veatch and the Helix WD to discuss further action.

3. For cost estimating purposes, AGE has assumed that this project is subject to compliance with State of California prevailing wage requirements.

4.0 Geotechnical Laboratory Testing

Geotechnical laboratory tests will be performed on selected soil samples to verify field classifications and to evaluate certain engineering characteristics. Laboratory tests will be performed in general conformance with the American Society for Testing and Materials (ASTM) or other generally accepted testing procedures. The testing program is anticipated to include the following:

- In-place Moisture Content;
- Moisture Content and Dry Density;
- Compaction;
- Mechanical Sieve Analysis;
- Direct Shear;
- Expansion Index;
- R-value; and
- Soil pH, resistivity, and soluble sulfate and chloride concentrations.

5.0 Engineering Analysis and Report Preparation

AGE will analyze the field and laboratory data and develop recommendations pertaining to the geotechnical aspects of the project. A summary of our findings, including the final test results, and our opinions and recommendations will be presented in a written Draft Report that will address the following issues:

- general surface and subsurface conditions at the project site;
- general geologic conditions and potential geologic hazards;
- seismic design criteria per 2019 Edition of the California Building Code & ASCE 7-16;
- groundwater conditions, if encountered within the maximum depth of exploration;
- soil/rock excavation characteristics;
- allowable soil bearing capacity and lateral soil pressures;
modulus of subgrade reaction;
• geotechnical parameters for use in design of the grading plan, including earth pressures and anticipated soil settlement;
• shallow foundation and pile design recommendations, as required, including soil bearing capacity;
• concrete slab-on-grade and moisture barrier design recommendations;
• pavement design recommendations;
• construction-related considerations, including site preparation, guidelines for earthwork operations, and dewatering (if applicable).

Following our receipt of review comments on the Draft Report from Black & Veatch and the Water District, AGE will prepare and submit a Final Report that will incorporate our response to the review comments that were received.

Assumption:

1. Deliverables will include one (1) electronic copy of the Draft Report and one (1) electronic copy of the Final Report.

2. AGE anticipates submitting the report eight weeks after receipt of the notice-to-proceed (NTP). A more detailed breakdown is presented below.

6.0 Project Administration

This task includes various project-related services, including but not limited to the following:

• Contract administration;
• Communications and coordination with Black & Veatch and other members of the design team, and representatives from the Helix WD;
• Coordination and management of AGE's subcontractors; and
• Technical oversight of the field exploration activities.
ESTIMATED TIME SCHEDULE

Based on our current work schedule, it is anticipated that we will be able to commence the field exploration phase within two weeks after authorization to proceed has been received by us. This time estimate is based on the assumption that no delays will be experienced as a result of adverse weather conditions, utility clearance and/or drilling subcontractor scheduling problems.

The subsurface exploration is estimated to take one day to complete. The subsequent laboratory testing, engineering analysis, and report preparation phases will require approximately six weeks to complete.

ADDITIONAL SERVICES

It must be noted that this proposal does not include the performance of any “Additional Services” that may be required or requested in connection with the project. The scope of the “Additional Services” may include but not be limited to attendance at project team meetings and/or public hearings, the performance of a Phase I Environmental Site Assessment study, review of final project plans and specifications, and/or geotechnical engineering support services during the bidding and construction phases. We will be glad to perform any “Additional Services”, if required for this project, upon request and authorization from Black & Veatch.

COST ESTIMATE

The cost for AGE’s tasks/services, as described in this proposal, is estimated to be on the order of $19,421. It must be noted that our cost estimates are based on the various assumptions used in the development of AGE’s proposed scope of work and are subject to variation depending on the actual tasks/services performed. An outline of the various tasks/services and associated cost estimates is presented in the attached table.
Ms. Kristi Kuhlmann, P.E., LEED A.P.  
Engineering Manager/West Region Resource Manager, Water  
Black & Veatch  
5 Peters Canyon Road, Suite 300  
Irvine, CA 92606  

November 2, 2020  

Kristi,  

Thank you for the opportunity to submit this proposal for the landscape design for the Helix Water District’s Johnstown Pump Station Rehabilitation/Replacement Project in El Cajon. Based on the photographs and the request for proposals you forwarded, MAK Design’s scope of work and design criteria would be as follows:

Scope of Work:  
1. Landscape Design – MAK Design will provide a landscape design for the Johnstown Pump Station Rehabilitation/Replacement Project located at 9160 Pinkard Lane. The design shall meet Helix Water District, City of El Cajon and California Model Water Efficient Landscape Ordinance (MWELO) landscape standards. MAK Design shall compile construction-level planting and irrigation plans together with specifications and details as required to facilitate bidding.  
2. Cost Estimation, Bidding Services – MAK Design shall provide a preliminary cost estimate based upon 100% contract documents. MAK Design shall provide pre-bid walk-through, bid analysis and technical support during the bidding process as needed.  
3. Submittals/Deliverables: MAK Design shall complete in a timely manner, construction document packages for 30%-60%-90%-100%- and bid level submittals. Drawing formats shall be submitted in both AutoCAD and PDF file format and specifications in MS Word and PDF. Black & Veatch shall provide production services for all deliverables.

Design Criteria:  
1. As a prominent local water purveyor, the Helix Water District (H.W.D.) is conscious of the importance of the appearance of its facilities and strives to present attractive landscapes that use water wisely. Based on its public relations and the creation of a new, water smart, demonstration garden at its headquarters, we anticipate H.W.D. will require a similar approach to the landscape design of the pump station to help standardize the district’s aesthetic and minimize maintenance and water requirements.  
2. H.W.D. would like to retain several existing trees fronting the project. In concert with these trees, new plantings shall soften the visual effects of walls and structures using drought tolerant shrubs and/or tree(s) of varying, heights, colors & textures. Generally, shrubs placed near the station shall be taller and gradually progress downward in height nearer to the street and driveway. Due to the residential nature of the surrounding properties, screening and noise abatement are concerns of the district. Plant selection and placement can help lessen these elements using dense hedging shrubs. Plants shall not obscure signage or sightlines for drivers. In addition to requiring little maintenance, plantings shall be drought tolerant and able to withstand hot, dry summers with little applied water.  
3. We suggest colored decomposed granite, gravel, cobble or boulders be used within plantings areas to provide more interest on the ground plane and reduce maintenance and water usage. The colors of these materials should complement the existing or proposed structures as much as possible.  
4. The irrigation system shall be designed for adequate coverage and quantities of plantings. The
system shall be fully automatic, below grade with rigid PVC piping extending to connections with drip and bubbler irrigation components. The system shall have backflow and rain shutoff devices for safety and water conservation and a weather-based controller for additional water savings. Irrigation design shall meet both H.W.D. and California Model Water Efficient Landscape Ordinance (MWELO) standards.

The fee for Scope Items 1 & 2 described above is $8,600.00.

The following items would be provided to MAK Design prior to start of work:
1. Electronic base information (including topographic, utility, building footprints, wall layouts, etc.) in AutoCad v. 2014 or later.
2. Geotechnical and/ or agricultural soils reports if available.
3. Detailed drawings and elevations for walls and structures.
4. Point-of-connection information for irrigation controller (electrical) and irrigation water locations including water pressure data.
6. Materials and color samples of the walls and structures.
7. Related specifications as necessary.

Exclusions:
1. Permitting services.
2. Submittal reviews, site observation & inspection during installation.
3. Design of reclaimed water irrigation system.

We can begin work immediately upon acceptance of this proposal. Please call or email me with questions when you receive this. I look forward to talking with you soon.

Sincerely,

Principal
CA. Reg. No. 3690
760.715.0732
jlievers1@gmail.com

1537 Birch Briar Lane, Escondido Ca. 92027
Ph. (760)715.0732 jlievers1@gmail.com
September 3, 2020

Rika Evans, P.E.
Engineering Manager, Water
Black & Veatch
300 Rancheros Drive
Suite 250
San Marcos, California 92069

Subject: PROPOSAL – ASBESTOS & LEAD-BASED PAINT SURVEY
Johnstown Pump Station
9160 Pinkard Lane
El Cajon, California
Converse Project No. 20-42-168-00

Ms. Evans:

Converse Consultants (Converse) appreciates the opportunity to present this proposal for an Asbestos & Lead-Based Paint (LBP) Survey at the referenced site. Based on the information provided by Black & Veatch (herein referred to as Client), it is Converse's understanding that the site is an existing single-story pump station and is assumed to still be in operation.

It is also our understanding that the purpose of the survey is to evaluate suspect building materials for asbestos and lead content as part of a feasibility study to evaluate the building for renovation.

Scope of Services

Asbestos Survey
The Asbestos Survey will be limited to the predominant style of accessible materials that are present at the building. Based on Converse's understanding of the property, and the client's needs, budget and schedule as presented, the following Scope of Services is proposed:

1. Visual survey of the structure(s) on-site for suspect asbestos-containing materials and homogeneous areas (areas that have uniform color, texture, and appearance). In addition, if construction plans and/or specifications are available, Converse can review these items to help in the identification of potential asbestos-containing materials (ACMs). Suspect materials will be divided into friable and non-friable materials. The homogenous materials will be placed in one of the following Environmental Protection Agency (EPA) categories:
- Surfacing Materials (sprayed or troweled-on materials)
- Thermal Systems Insulations (materials generally applied to various mechanical systems)
- Miscellaneous Materials (any materials which do not fit in the above categories)

Accessible interior and exterior areas will be sampled for the presence of asbestos. Samples of general building components (i.e., visually identical flooring material and ceiling tiles) will be assumed to be representative of materials used throughout the building. Converse will not make a second effort to survey the building, or portions of the building, not accessible during the field reconnaissance.

No destructive sampling methods will be employed during this survey. Therefore, void spaces between walls, floors and ceiling will not be observed or sampled.

2. Collect samples of suspect ACMs in representative homogenous areas determined by visual examination and review of plans. Up to 24 bulk samples will be collected following accepted EPA procedures and will be analyzed for asbestos content. If additional sampling is necessary, Black & Veatch will be notified of all additional costs. The additional sampling will not be completed without prior authorization of the Client.

The strategy for the collection of asbestos samples will be in general accordance with EPA guidance document "Asbestos in Buildings: Simplified Sampling Scheme for Friable Surfacing Materials", EPA 560/5-85-030a, October 1985, 40 CFR 763 (AHERA), and appropriate air pollution control district regulations. According to OSHA Regulation 29 CFR 1926.1101, a minimum of three samples must be collected of each suspect ACM.

3. During the collection of bulk samples, damage to the materials sampled is often necessary to obtain representative samples. Converse will attempt to collect the bulk samples in inconspicuous locations (behind doors, in closets, in corners); however, it will not always be possible, and sample locations will be visible to the owner/occupant/tenant. Converse will patch interior plaster/drywall sample locations and exterior stucco walls with patching materials. However, Converse will not be held responsible for the quality or usefulness of the patching repairs. Samples of vinyl flooring materials will be encapsulated with spray adhesive.

In addition to the bulk samples collected from the interiors of the buildings, samples will be collected from the roofs and exteriors of the buildings. However, Converse does require written authorization for roof sampling. Please note that puncturing a roof membrane will typically invalidate any warranty for the roof. In addition, Converse does not guarantee the quality or usefulness of roof or exterior patching materials.

4. Samples collected will be processed for shipment to an accredited laboratory following EPA protocol and chain-of-custody procedures. Samples at the laboratory will be
analyzed, on a normal turnaround basis (5 business days), for asbestos content using polarized light microscopy (PLM). Laboratory results which indicate a trace amount of asbestos (less than one percent) will be reported as ACMs unless supplemental point count analysis is approved by Client at an additional cost.

The results of the survey will be evaluated to determine if asbestos-containing building materials are present in the collected and analyzed samples. The analytical test results will be presented together with the sample locations, a list of materials surveyed found to contain asbestos, and a field generated sample location map. An electronic file (PDF format) of the final document will be provided to the Client.

**LBP Survey**

The LBP Survey will be limited to the predominant style of accessible components that are present at the building(s). The survey will be performed using a direct reading x-ray fluorescent (XRF) device as well as the collection of up to four (4) bulk samples. Based on Converse's understanding of the property, and the client's needs, budget and schedule as presented, the following Scope of Services is proposed:

1. Visual survey of the building on-site for painted surfaces. Accessible areas will be sampled for the presence of LBPs. Samples of general building components (i.e., visually identical surface paints) will be assumed to be representative of materials used throughout a particular building.

2. The limited survey is intended to identify representative painted surfaces. The survey is not intended to identify all painted surfaces or comply with Housing and Urban Development (HUD) Guidelines.

3. If bulk paint samples are collected, the samples will be submitted to an accredited laboratory following Environmental Protection Agency (EPA) protocol and chain-of-custody procedures. The bulk samples will be analyzed on a standard five (5) business day turnaround time. Up to four (4) bulk samples have been included in the cost.

The results of the survey will be evaluated to determine if lead is present in the surveyed paints. The XRF logs will be provided in the final report. The logs will contain the following information: paint color of component tested, type of substrate, lead concentration, and condition of paint. The results of the LBP Survey will be incorporated into the Asbestos Survey report.

**Time Frame/Schedule**

It is anticipated that the survey will require one (1) field day to complete. The analytical turnaround time is five (5) business days. The final report will be presented within three
(3) to five (5) business days from receipt of the analytical report. Preliminary information will be communicated to you as it develops during the course of the survey.

**Conditions and Fees**

Converse services will be performed in accordance with the enclosed *General Conditions* (GC99-1), which form part of this proposal. Our services are for the sole benefit and exclusive use of Black & Veatch and the Helix Water District in accordance with the General Conditions under which these services have been provided. The fee for the Scope of Services described will be as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asbestos Survey</td>
<td>$1,555.00</td>
</tr>
<tr>
<td>Includes laboratory analysis of up to 24 bulk samples</td>
<td></td>
</tr>
<tr>
<td>Lead-Based Paint Survey</td>
<td>$1,547.00</td>
</tr>
<tr>
<td>Includes laboratory analysis of up to 4 bulk samples</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$3,102.00</td>
</tr>
</tbody>
</table>

The fee will be billed on a lump sum basis. Payment terms are net 30 days.

Written authorization will be required to initiate our services. This proposal expires 60 days from its issuance, if not accepted within that time.

If hard copies of the report are requested in addition to the PDF file there will be an additional charge of $100.00 for each report. Additional professional services, including revisions to the scope of services, meetings, consultation with other parties, composition of reliance letters or detailed cost estimates are not included in the standard fee. Requested additional services can be provided on a time-and-materials basis.

Converse’s services are performed in a professional manner with the best interest of our Client in mind. Work is performed with care, exercising the customary thoroughness and competence of consulting professionals in the relevant disciplines, in accordance with the standard for professional services at the time and location those services are rendered. The most comprehensive scope of services may fail to detect asbestos-containing materials and/or LBPs at a particular site. Therefore, Converse cannot act as an insurer or “certify” that a site is free of asbestos-containing materials or LBPs.

Supplemental analyses to evaluate asbestos content at low percentages, such as 1,000-point count analysis, may be necessary to distinguish between ACMs, asbestos-containing construction materials (ACCMs) and non-ACMs. Converse has not included a cost estimate for point-counting as a part of the proposed Scope of Services. Laboratory results which indicate a trace amount of asbestos (less than one percent) will be reported as ACMs unless supplemental point count analysis is approved by Client. Supplemental 1,000-point count analysis can be performed at an additional cost.
Analysis by Transmission Electron Microscopy (TEM) can be used to further evaluate asbestos content in bound matrices. No bulk TEM analysis is budgeted in the proposed Scope of Services. Supplemental qualitative TEM analysis can be at an additional cost.

It should be recognized that this proposal and its Scope of Services are proprietary in nature, and as such, may not be used as a specification or bidding document for and/or by others without the express prior written consent of Converse Consultants.

Converse understands that the Client is the only intended user of the document. If it is the intent to have other parties rely on this report, they must be identified on the Acceptance of Agreement and Authorization to Proceed form. If third party reliance requirements change, Client agrees with Converse Consultants that, to be valid, such request must be received within 180 days of the date of submission indicated on the title page of referenced report. Client and Converse Consultants also agree to the following:

- Reliance must be authorized through Converse Consultants’ standard reliance agreement.
- The party seeking reliance must agree to accept the same terms and conditions Client accepted.
- The third party must agree to abide by the same qualifications and limitation contained in any of Converse Consultants’ instruments of professional service.
- Client and/or third party must pay a reliance fee of $1,000 (one thousand dollars) that considers the additional administrative burdens, increased costs incurred and risk assumed by Converse.

Closure

Thank you for this opportunity to be of service. Should you have questions regarding this proposal, please contact Laura Tanaka at (626) 930-1261.

If it is acceptable as written, please approve and forward one signed copy of this proposal to Converse’s office.

Sincerely,

CONVERSE CONSULTANTS

George Paler
CAC #93-1136
Lead Inspector/Assessor #I-258
Project Environmental Scientist

Laura Tanaka
CAC #11-4708
Lead Inspector/Assessor #I-3086
Principal Environmental Scientist
October 29, 2020

John Bekmanis
Black & Veatch
300 Rancheros Drive, Suite 250
San Marcos, California 92069

Project: Helix Water District – Johnstown Pump Station Motor Control Center Replacement
Re: Revised Electrical Engineering Services Fee Proposal

Dear John:

BSE Engineering, Inc. proposes to provide the following engineering services for the above referenced project:

**SCOPE OF SERVICES**

**A. Construction Documents (CD Phase)**

Preparation of drawings, specifications, and cost estimate for replacement of service entrance electrical switchboard, motor control center, and pump controls to operate three (3), 460V, 3 phase, 60 Hz pumps. The new service entrance electrical switchboard shall include: meter/distribution section, main disconnect with shunt trip, power monitor, and a 120V transformer. Deliverables shall be 30%, 60%, 90% and 100%. The work items are as follows:

1. Electrical Design for a new pump station building as follows:
   a. Installation of replacement service entrance switchboard
   b. Installation of transfer switch, Motor Control Center, and controls
   c. Interior / Exterior Lighting
   d. Title 24 compliance forms
   e. RTU with PLC controls
   f. Interior lighting and wiring
   g. Single line documents
   h. Process & Instrumentation Diagram

2. Electrical load calculations, and grounding and bonding of electrical system components.

3. Radio antenna for communication

4. Create Preliminary Design Report

5. Write up for Technical Memorandum

6. Motion sensors and door monitor for security

7. Attend kick-off and project design review meetings.
8. Building background and site drawings will be furnished in AutoCAD format by Black & Veatch.

B. Engineering Services

1. Coordination between Black & Veatch, Helix Water District and SDG&E, including SDG&E plan approval and permitting.

2. Field investigation of project site.

3. Attend project bid meeting.

4. Answer RFIs during the bidding period.

EXCLUSIONS

All services not specifically listed in the Scope of Services section of this proposal are excluded from this proposal including, but not limited to, the following:

1. Engineering design for CCTV/ security system (other than motion described above), telecommunications system(s) or other low voltage systems.

2. Fire sprinkler and fire alarm report and or design drawings.

3. SDG&E service connection and installation fees.

4. Plan check fee or building permits fees.

5. Reproduction of drawings, specifications and bid documents, except as required for submittal reviews.

ENGINEERING FEES

For the engineering services described above, our fee proposal is as follows:

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Construction Design Phase (CD)</td>
<td>$40,923.00</td>
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<td>Engineering Services Phase</td>
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<td>Reproduction Expenses</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$45,394.00</strong></td>
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Please review the proposal and let me know if you have any questions or comments.

Sincerely,

Gerry Sanner
Senior Associate
### PROPOSED DRAWING LIST

<table>
<thead>
<tr>
<th>No.</th>
<th>Code</th>
<th>Description</th>
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<tr>
<td>1</td>
<td>E-001</td>
<td>Symbols &amp; Abbreviations, General Notes</td>
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<tr>
<td>2</td>
<td>E-002</td>
<td>Title 24 Lighting Compliance Forms</td>
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<td>5</td>
<td>ED101</td>
<td>Electrical Site Plan - Demolition</td>
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<td>Electrical Site Plan Phase 1</td>
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<td>Controls &amp; Instrumentation Plan – New Work</td>
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<td>E-301</td>
<td>Pump Control Layout &amp; Material List</td>
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<td>RTU Section Layout &amp; Material List</td>
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<td>Communications Diagram &amp; Material List</td>
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<td>ED601</td>
<td>Single Line Diagram – Demolition</td>
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<td>Single Line Diagram – New Work</td>
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<td>E-602</td>
<td>Feeder Schedule, Instrumentation &amp; Control Wiring Schedule</td>
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<td>19</td>
<td>E-603</td>
<td>Loads Calcs, Fault Calcs, Voltage Drop Calcs</td>
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<td>E-701</td>
<td>Schematic – Pump Control</td>
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<td>Schematic – Remote Terminal Unit (RTU) (1 of 2)</td>
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<td>Schematic – Remote Terminal Unit (RTU) (2 of 2)</td>
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<td>D-101</td>
<td>Process &amp; Instrumentation Diagram (1 of 2)</td>
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<td>Process &amp; Instrumentation Diagram (2 of 2)</td>
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### PROPOSED SPECIFICATIONS

- 260519 Low-Voltage Electrical Power Conductors and Cables
- 260523 Control Voltage Electrical Power Cables
- 260526 Grounding and Bonding for Electrical Systems
- 260529 Hangars and Supports for Electrical Systems
- 260530 Process Instrumentation and Control System – Gen Reqmts
- 260533 Raceways and Boxes for Electrical Systems
- 260538 Programmable Logic Controller
- 260543 Underground Ducts and Raceways for Electrical Systems
- 260544 Sleeves and Sleeve Seals for Electrical Raceways and Cabling
- 260553 Identification for Electrical Systems
- 260563 Uninterruptible Power Supply
- 260572 Overcurrent Protective Device Short-Circuit Study
- 260573 Overcurrent Protective Device Coordination Study
- 260574 Overcurrent Protective Device Arc-Flash Study
• 262200  Low Voltage Transformers
• 262413  Switchboards
• 262416  Panelboards
• 262419  Motor-Control Centers
• 262713  Electricity Metering
• 263600  Transfer Switches
• 265119  LED Interior Lighting
• 265619  LED Exterior Lighting
Consultant will invoice Helix Water District ("District") on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task and the percent complete of each task. Consultant will inform District regarding any out-of-scope work prior to that work being performed by Consultant. This is a time-and-materials agreement.
## Exhibit B: Schedule of Charges

### Ocean: Helix Water District

**Project:** Johnstown Pump Station

<table>
<thead>
<tr>
<th>WORK PACKAGE</th>
<th>BILLING</th>
<th>WORK</th>
<th>STRUCTURE</th>
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<th>Project: Johnstown Pump Station</th>
<th>BLACK &amp; VEATCH</th>
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### Exhibits B: 1 of 1
BOARD REPORT

TO: Board of Directors

FROM: Carlos V. Lugo, General Manager

INITIATED BY: James A. Tomasulo, Director of Engineering  
Milica K. Schipper, Engineering Manager  
Karah N. Kingsbury, Assistant Engineer

DATE: November 18, 2020

SUBJECT: Professional Services Agreement and Appropriation Request for Helix 1 Tank Planning Study CIP21006

Strategic Focus Area:
Infrastructure

Recommendation:
The board authorize the general manager to execute a professional services agreement not to exceed $74,115 with Richard Brady and Associates Inc.; and appropriate funds in the amount of $100,000 from the fiscal year 2020-21 capital budget for the Helix 1 Tank planning study CIP21006.

Background:
The Helix 1 Tank is a 4 million gallon prestressed concrete tank, constructed in 1957, located on the lower slopes of Mount Helix adjacent to Lake Helix. The tank serves the Helix 1 and Helix 1 Reduced distribution systems in the communities of Spring Valley and eastern La Mesa. The tank is essential to the service area and is difficult operationally to bypass when taken down for maintenance. The exterior painted surface of the tank was last coated in 1965.
Engineering staff developed a request for proposals package to hire an engineering consultant to evaluate rehabilitation versus full replacement options for the tank. On September 25, 2020, request for proposals were sent to the following engineering consultants:

1. Richard Brady and Associates Inc.
2. Infrastructure Engineering Corporation
3. Murraysmith
4. Peterson Structural Engineers
5. Kleinfelder

The RFP requires the selected consultant to perform condition assessment, structural and seismic analysis, and development of repair, rehabilitation or replacement recommendations for Helix 1 Tank. The consultant will evaluate structural rehabilitation of the existing prestressed concrete tank to meet all applicable structural and seismic codes. The consultant will also evaluate tank replacement, including analysis of constructability and phasing of construction for one tank or set of two tanks, with the possible requirement of a temporary tank for the project site during construction of the new tank(s). The consultant will present a life cycle cost analysis of the rehabilitation and replacement alternatives. The RFP required consultants to demonstrate from past project experience in prestressed concrete tank analysis the ability to complete the Helix 1 Tank planning study CIP21006.

Staff reviewed and evaluated the proposals received October 20, 2020 from Richard Brady, IEC and Murraysmith. IEC and Murraysmith both submitted joint proposals with Peterson Structural Engineers. Staff evaluated the proposals on the firms’ understanding of the project, work plan, quality control, related project experience, project team and project manager. Proposals included fees ranging from $71,544 to $145,646 for the engineering services.

Based on the evaluation of proposals, staff recommends awarding the Helix 1 Tank planning study CIP21006 to Richard Brady and Associates Inc. Richard Brady’s proposal highlighted their strong technical team and detailed work plan. The firm has successfully performed work of a similar scope for various public agencies including Olivenhain Municipal Water District, Vista Irrigation District, and City of Oceanside. The pricing submitted in the Richard Brady proposal was consistent with the expected billing rates for management and technical experts for tank projects of similar complexity and breadth.

Funds for the planning study of this tank are available in the fiscal year 2020-21 capital budget. The fee for professional services from Richard Brady will be in the amount of $74,115. A total appropriation in the amount of $100,000 is required for engineering services and staff time.

Staff recommends the board authorize the general manager to execute a professional services agreement not to exceed $74,115 with Richard Brady and Associates Inc.; and
appropriate funds in the amount of $100,000 from the fiscal year 2020-21 capital budget for the Helix 1 Tank planning study CIP21006.

Attachments:
Attachment A – Director Divisions Map
Attachment B – Vicinity Map
Attachment C – Photo of Existing Tank
Attachment D – Professional Services Agreement
Attachment A
Helix Water District Director Divisions Map
CIP21006

Legend
- Director Division
- Project Location
Attachment B
Vicinity Map
CIP21006
Attachment C
Photo of Existing Tank
CIP21006
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN HELIX WATER DISTRICT
AND
RICHARD BRADY & ASSOCIATES, INC.

This Agreement is made and entered into as of November 19, 2020 by and between
HELIX WATER DISTRICT (hereinafter referred to as the “District”), an irrigation district
organized and operating under the Irrigation District Law, Water Code section 20500 et seq.
and RICHARD BRADY & ASSOCIATES, INC., a California Corporation, (hereinafter
referred to as “Consultant”).

RECATALS

1. District is a public agency of the State of California and is in need of professional services for
the following project: Helix 1 Tank Planning Study CIP21006 (herein referred to as “the
Project”).

2. Consultant is duly licensed and has the necessary qualifications to provide such services.

3. The parties desire by this Agreement to establish the terms for District to retain Consultant to
provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall perform all services as described in the scope of work in the Request for
Proposals, attached as Exhibit “A” and all tasks listed in Exhibit “B”. No services shall be
performed by Consultant unless specified in Exhibit “A” or authorized by a Task assigned to
Consultant by District.

2. Compensation.

Agreement Price shall be Not-to-Exceed $74,115 as outlined in the Schedule of Charges in
Exhibit “B” attached hereto and incorporated herein by reference.

Consultant will invoice Helix Water District (“District”) on a monthly cycle. Consultant will
include with each invoice a detailed progress report that indicates the amount of budget spent
on each task and the percent complete of each task. Consultant will not perform any out-
of-scope work without prior authorization by the District. This is a time-and-materials
agreement.

Payments shall be made within 30 days of receipt by District of an invoice which includes a
detailed description of the services performed.

3. Time of Performance.

Agreement Effective Date: November 19, 2020

Agreement Expiration Date: June 2, 2020
No services shall be performed nor shall services, material or equipment be furnished under this Agreement unless and until all bonds, if applicable, certificates of insurance, and endorsements have been furnished to and approved by the District. Upon such approval, the District shall issue a Notice to Proceed.

It is also understood and agreed that the time limit for the completion of the services shall be no later than the expiration date of this Agreement. Any additional services not expressly set forth herein shall be specified by the District in separate Task orders, which shall include schedules and deadlines, if any, for such additional services.

4. **Delays in Performance.**

   a. Neither the District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

   b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5. **Maintenance of Records.** Books, documents, papers, accounting records, and other evidence pertaining to costs incurred relating to the services shall be maintained by Consultant and made available at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement for inspection by the District.

6. **Compliance with Law.**

   a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements, requirements for verification of employees' legal right to work in the United States, and air pollution control laws and regulations as applicable to the Consultant.

   b. If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of the District for the Project by federal, state and local regulatory agencies.

   c. If applicable, Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

   d. By his/her signature hereunder, Consultant hereby certifies he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing services under this Agreement.

   e. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as
defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the District, its Board, members of the Board, employees, and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all sub-consultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, maintenance of certified payroll records, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

f. Effective March 1, 2015, if the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

7. **Standard of Care.** Consultant’s services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

8. **Assignment and Subconsultant.** Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

9. **Independent Consultant.** Consultant is retained as an independent Consultant and is not an employee of the District. No employee or agent of Consultant shall become an employee of the District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from the District as herein provided.

10. **Integration.** This Agreement represents the entire understanding of the District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

11. **Insurance.** The Consultant shall maintain the following insurance during the performance of all services under this Agreement. Should any of the required coverage lapse or be cancelled during the term of this Agreement, the Consultant shall be obligated to notify the District immediately in writing.

   a. Commercial General Liability Insurance, of at least $2,000,000 per occurrence/ $4,000,000 aggregate (if used) for bodily injury, property damage, and personal and advertising injury, at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01). Policies shall not contain any exclusion contrary to this Agreement including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or CG 21 39); (2) cross-liability for claims or suits by one insured against another; or (3) severability of interest. The general liability coverage shall:
(1) Name Helix Water District, its Board, members of the Board, employees, and authorized volunteers as additional insureds using ISO endorsement CG 20 10, CG 20 33, CG 20 38, or endorsements providing the exact same coverage for on-going operations and CG 20 37, or an endorsement providing the exact same coverage for completed operations.

(2) Be primary and non-contributory using ISO endorsement CG 20 01 or an endorsement providing the exact same coverage. Any insurance, self-insurance, or other coverage maintained by the District shall not contribute to it.

(3) Contain a waiver of transfer of rights of recovery (subrogation) using ISO endorsement CG 24 04 or an endorsement providing the exact same coverage naming Helix Water District, its Board, members of the Board, employees, and authorized volunteers.

b. Automobile Liability Insurance including coverage for owned, non-owned and hired vehicles (Coverage Symbol 1, any auto) of at least $1,000,000 combined single limit each accident for bodily injury and property damage, at least as broad as Insurance Services Office Form Number CA 00 01.

c. Workers’ Compensation (statutory limits) and Employer’s Liability Coverage of at least $1,000,000 each accident, disease-each employee, and disease-policy limit. The Workers’ Compensation and Employer’s Liability Coverage shall contain a waiver of transfer of rights of recovery (subrogation) using ISO endorsement WC 04 03 or an endorsement providing the exact same coverage naming Helix Water District, its Board, members of the Board, employees, and authorized volunteers.

d. Professional Liability (Errors and Omissions) in a form acceptable to the District of at least $1,000,000 per claim and aggregate. The retroactive date (if any) of each claims-made policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of three (3) years after the completion of the services under this Agreement. Consultant shall purchase a one (1) year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

Insurance carriers shall have not less than an "A-" Financial Strength Rating and Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide unless otherwise approved by the District. Certificates of insurance and policy endorsements shall be filed with the District prior to Work commencing. If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s), including all endorsements, evidencing the coverage required herein, to the District prior to the expiration date. The District reserves the right to obtain complete, certified copies of all required insurance policies or policy declarations page and/or endorsement page showing all policy endorsements.

Notwithstanding the minimum limits set forth in Section 11 above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds. Defense costs shall be paid in addition to the limits.

Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its Board, members of the Board, employees, or authorized volunteers.
12. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its Board, members of the Board, employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant’s services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys’ fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Neither the District, its Board, members of the Board, employees, or authorized volunteers shall be personally responsible for any liability arising under or by virtue of the Agreement.

In addition, Consultant shall defend, with counsel of District’s choosing and, to the extent permitted by Civil Code Section 2782.8, at Consultant’s own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by this section that may be brought or instituted against District or its Board, members of the Board, employees, and authorized volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its Board, members of the Board, employees, and authorized volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse District for the cost of any settlement paid by District or its Board, members of the Board, employees, or authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District’s attorney’s fees and costs, including expert witness fees. Consultant shall reimburse District and its Board, members of the Board, employees, and/or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant’s obligation to indemnify shall survive the expiration or termination of the Agreement and Consultant’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its Board, members of the Board, employees, or authorized volunteers.

13. **Laws and Venue.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.

14. **Termination or Abandonment.**

a. The District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days’ written notice to Consultant. In such event, the District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. The District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge of services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by the District and Consultant of the portion of the task completed but not paid prior to said termination. The District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant
shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to the District only in the event of substantial failure by the District to perform in accordance with the terms of this Agreement through no fault of Consultant.

15. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or 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.

16. Organization. Consultant shall assign Jacob Finkler, P.E., Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

17. Notice. 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, certified mail, return receipt requested, postage prepaid, addressed to:

District:
Helix Water District
7811 University Avenue
La Mesa, CA 91942
Attn.: Karah N. Kingsbury

Consultant:
Richard Brady & Associates, Inc.
2655 Camino del Río North, Suite 100
San Diego, CA 92108
Attn.: Thomas W. Bloomer II

and shall be effective upon receipt thereof.

18. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

19. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

HELIK WATER DISTRICT
By: Carlos Lugo
Title: General Manager
Signature: ____________________________
Date: ________________________________

RICHARD BRADY & ASSOCIATES, INC.
By: ____________________________
Title: Vice President
Signature: ____________________________
Date: 11-9-2020
Helix Water District
7811 University Avenue
La Mesa, California 91942-0427

Request for Proposals for
Professional Engineering Services

For

HELIX 1 TANK PLANNING STUDY CIP21006

INTRODUCTION

Helix Water District is requesting proposals to provide engineering services for Helix 1 Tank Planning Study CIP21006. This project involves the condition assessment, structural and seismic analysis, and development of repair, rehabilitation, or replacement recommendations for Helix 1 Tank.

This request for proposal describes the project, the required scope of services, the proposal submittal requirements and the Consultant selection process. Failure to submit the information in accordance with the requirements of this RFP and its associated procedures may be a cause for disqualification.

PROJECT BACKGROUND AND DESCRIPTION

The Helix 1 Tank is a 4 million gallon prestressed concrete tank, constructed in 1957, located on the lower slopes of Mount Helix adjacent to Lake Helix. The tank serves the Helix 1 and Helix 1 Reduced distribution systems in the communities of Spring Valley and eastern La Mesa (see location map at the end of this section). The tank is essential to the service area and is difficult operationally to bypass when taken down for maintenance. The exterior painted surface of the tank was last coated in 1965. This project will evaluate repair, rehabilitation, or replacement alternatives for Helix 1 Tank. A new tank, or set of tanks, with equivalent storage capacity as the current tank may be considered.

The Consultant shall evaluate structural rehabilitation of the existing prestressed concrete tank. The Consultant shall determine/apply the necessary structural code requirements while considering the type of structural improvement methods selected for the project to analyze the structure for all applicable load cases, including seismic. The Consultant shall complete necessary nondestructive testing/evaluation of the existing structure to identify prestressed tendons, reinforcement, etc., as necessary in order to complete the analysis of the existing structure for rehabilitation. The Consultant shall also evaluate tank replacement, including analysis of constructability and phasing of construction for one tank or set of two tanks, with the possible requirement of a temporary tank for the project site during construction of the new tank(s).
This project will evaluate modification and replacement options, including consideration of facilities to improve water quality. The Consultant will present a life cycle cost analysis of the rehabilitation and replacement alternatives. As-built records and seismic evaluation records for Helix 1 Tank are included in Attachments B and C of this request for proposal. Three inspection reports since 2000 are included in Attachments D, E and F. Inspection reports prior to 2000 and additional information are available upon request.

FIGURE 1 – LOCATION MAP

SCOPE OF REQUIRED SERVICES

The District intends to contract for the services of a consulting engineering firm to provide the professional services described below. The following items should be a framework for the scope of services to be used in proposal formation for the project. The District understands this RFP may not fully describe the services envisioned. Therefore, the District will be relying on the Consultant to provide modifications or amplifying information to the scope of services described herein based on their professional expertise in this subject area. The Consultant is encouraged to incorporate items deemed necessary to meet the needs of the District in completion of the project, including attending the necessary meetings with the District to gather information, receive input and approvals, and review preliminary results.

1. REVIEW EXISTING DATA AND INFORMATION

Review all available existing data for Helix 1 Tank site including record drawings, shop drawings, geotechnical reports, past investigations, photographs, improvement and/or repair plans, and other available reports.
2. PREPARE DESCRIPTION OF HELIX 1 TANK

Visit the Helix 1 Tank site. Provide a description of the tank (type; year built; floor, wall, and roof materials; buried, partially buried, above ground; etc.). Include the review of available photographs.

3. PREPARE DETAILED INSPECTION AND STRUCTURAL ANALYSIS PLAN

Ascertain best way to analyze interior and exterior of Helix 1 Tank and describe the methods to be used including documenting findings and safety requirements. Prepare a draft detailed inspection plan listing each step, responsibilities, and time line. Prepare a plan for structural analysis for District review. Meet with District staff and review the inspection plan. Incorporate comments and prepare final inspection plan.

4. PERFORM FIELD INSPECTION

Perform field investigation for the Helix 1 Tank site. Interior inspection of the tank is planned for December 2020. If desired, the selected Consultant can participate in a raft inspection of the tank prior to the District draining the tank. District staff will drain the tank to prepare it for entry and provide a confined space rescue team during entry. Note, entry into the tank is considered a confined space entry. The Consultant shall be certified and experienced in confined space entries. The District can assist with the logistics of coordinating the work, but the Consultant shall be responsible for providing all necessary personal equipment including, but not limited to, personal harnesses, lighting, etc. for confined space entry into the tank, and lock-out/tag-out, to perform inspection, and establish a baseline condition for the tank. The Consultant shall disinfect all personnel and equipment prior to entering the tank. A detailed inspection plan shall be submitted to the District for approval prior to performing the work. The inspection shall address all necessary features for proper evaluation of the existing tank including, but not limited to:

4.1 Watertightness of structure.

4.2 Functionality of the underdrain system.

4.3 Exterior surface of the wall and roof to locate any signs of possible deterioration or corrosion, including rust stains, efflorescence, cracks, spalling, leaks, damp spots and protective coating failing.

4.4 Perform “sound testing” on gunite or shotcrete cover coat at areas or signs of deterioration for evidence of separation or “disbonding” from the core wall.

4.5 Examine the interior surface of the floor, wall and roof to locate any signs of possible deterioration or corrosion, cracks, spalling or leaks.
4.6 Examine floor, wall and roof integrity including deflections and joint condition.

4.7 Determine condition of ladders (interior and exterior) including verification of anchorage to wall or roof, soundness of rungs in side rails, and condition of fall-protection device.

4.8 Determine condition of roof rails, vent curb, vent cover, roof hatch, wall access hatch, drainage scuppers and down drains, and other appurtenances.

4.9 Examine interior piping and appurtenances including overflow structure and pipe for corrosion and restriction of flow.

4.10 Examine and quantify civil site deficiencies including, but not limited to, site access, security, tank aboveground piping and appurtenances condition, road and/or pavement condition, and drainage issues. Review the District’s Risk & Resilience Assessment, part of the America’s Water Infrastructure Act, to ensure a thorough evaluation of the site. Follow WAS guidelines for site security and access.

4.11 As an optional task, with evidence of spalling and/or delamination of the shotcrete and prestressing cables from the concrete core wall, and with Consultant’s recommendation and District approval, perform prestressed reinforcement investigations on six 8-inch square areas as described in ANSI/AWWA D-110.

4.12 Perform a Hazardous Materials evaluation. Review existing documents for the site and perform a site survey at the existing tank and collect samples for laboratory testing. Asbestos samples shall be collected by a Certified HAZMAT technician. Complete an asbestos and lead survey at the site. Results shall be reviewed by a Certified Asbestos Consultant. Provide a final report within two weeks after the field survey is finished.

5. PERFORM GEOTECHNICAL INVESTIGATIONS

Perform geotechnical investigations to ascertain seismic design parameters including peak ground accelerations. Drill three (3) 8-inch diameter test borings to 20 foot depth or depth of refusal at locations determined by the Consultant. Backfill and compact the bore holes and repair any pavement. Explore and note all subsurface conditions, including characterization of existing subsurface materials. Provide plot plans, exploration logs, pavement thicknesses, and soil characterizations detailing all subsurface conditions. Note any above-ground geologic conditions pertinent to tank construction such as the presence of rock outcroppings. If rock is encountered, provide a professional opinion and recommendation on breakability.
OR ALTERNATIVE GEOTECHNICAL INVESTIGATIONS

Perform a surface geophysical survey with test pits in lieu of exploratory borings. Determine the seismic velocity of the subsurface materials, estimate the relative density of subgrade soil and rock, and provide estimated thicknesses of any existing surficial soils at the site. Coordinate site access with the District, mark out the proposed test pit locations, and notify Underground Service Alert (USA) to review the location of the subsurface explorations relative to below-ground utilities. Arrange for a subcontracted utility locator to better identify the location of any utilities. Perform test pit excavations using a mini-excavator at various locations around the existing tank and within the alternative tank site. Log the test pits and collect relatively undisturbed and bulk soil samples for laboratory testing and analyses. Observe the soil cover at the site and the quality of the rock materials, and provide direct excavatability information on the subsurface materials. Perform site-specific seismic hazard analyses in accordance with all applicable codes and standards.

6. PREPARE SEISMIC STRUCTURAL ANALYSIS

Prepare seismic structural analysis for the Helix 1 Tank site to identify deficiencies with all current applicable codes and standards, including UBC, ACI and AWWA.

7. PREPARE DRAFT AND FINAL REPORTS

Provide a draft report to include results of the above analyses with the following scope:

7.1 A list for the Helix 1 Tank of types of repairs and/or upgrades required (i.e., square feet of concrete or gunite repairs, square feet of protective coatings, repairs of prestressing wires, repairs to roof drainage cans, linear feet of major cracks, linear feet of caulking at joints, vent curb repairs, etc.) and associated estimated costs for the repairs and/or upgrades required.

7.2 Seismic upgrades, if applicable, and recommended repairs and associated estimated costs.

7.3 Analysis of options for repairs and upgrades and associated estimated life cycle costs including, but not limited to, retrofitting existing tank, building a new tank, building a new set of tanks utilizing the existing tank site and addition of two side access hatches to the existing tank if retrofit is recommended.

7.4 Recommendations for method of performing repairs and upgrades including, but not limited to, operational coordination and construction phasing.

7.5 Remaining useful life of the tank if recommended repairs and upgrades are performed. Comparison of remaining useful life of the tank if alternative
methods of performing repairs and upgrades are utilized versus building a new tank.

7.6 With the completion of the draft report, conduct a workshop with District staff to explain the findings and recommendations. Provide three hard copies and two CD’s of a draft and final report.

8. PROJECT MANAGEMENT AND QUALITY ASSURANCE/QUALITY CONTROL

The Consultant will provide project management to ensure fulfillment of this scope within budget and schedule. Project management will include but not be limited to coordination of project team activities, coordination with other agencies, preparation of workshop/meeting agendas and minutes, and management of budget and schedule. A brief project progress summary shall be submitted with monthly invoices.

The Consultant is expected to provide continuous quality assurance and quality control of predesign activities, to include, as a minimum, calculations and cost estimates. The selected Consultant is expected to submit, along with deliverables, copies of design calculations including documentation of computer generated calculations, where applicable. All work shall comply with applicable laws, codes, and professional engineering and industry standards.

9. COORDINATION MEETINGS

The Consultant will participate and lead two project workshops at the District’s administration office in La Mesa. Agendas and meeting minutes will be prepared by the Consultant. Minutes shall be submitted to the District for review within one week from the corresponding meeting. The workshops will be as follows:

9.1 Kickoff Workshop – The kickoff workshop will serve to establish project objectives, procedures, and any specific criteria for the various elements of the project.

9.2 Predesign Recommendations Workshop – This workshop will be conducted following the District’s review of the predesign submittal. District comments to the predesign submittal will be addressed at this workshop. Alternative improvements and affiliated costs as described in the scope of work will be presented by the Consultant with recommendations.

10. SURVEY REQUIREMENTS

Survey of the project site, if needed, will be completed by district personnel.

11. SCHEDULE

The condition assessment, predesign analysis, and recommendations for Helix 1 Tank shall be completed within 14 weeks after the field inspection. The District anticipates the project will be according to the following schedule:
11.1 It is anticipated that the notice to proceed and Kickoff Workshop will be November 19, 2020.

11.2 It is anticipated that the field inspection will be in December 2020.

11.3 Predesign report draft shall be submitted to the District nine weeks after the field inspection.

11.4 District will provide comments on the predesign report draft two weeks after submittal of the draft report.

11.5 Predesign Recommendations Workshop shall be conducted one week after the District provides comments on the draft report.

11.6 Final predesign report shall be submitted to the District two weeks after the Predesign Recommendations Workshop.

PROPOSAL REQUIREMENTS

Proposals shall be concise, well organized and shall demonstrate the responder’s qualifications and experience applicable to the project. The proposal shall have a maximum of 30 pages. Cover letter, dividers and resumes do not count as part of the 30-page limit.

The proposal shall contain the following information:

1. QUALIFICATIONS – The condition assessment, predesign analysis and recommendations for Helix 1 Tank shall be conducted under the responsible charge of a professional civil engineer currently registered in the state of California. The name and license number of the civil engineer who will direct the project shall be listed in the proposal.

2. IDENTIFICATION OF RESPONDER – The proposal shall include the following: the legal name and address of the company and the legal form of the company (whether it be a partnership, corporation, joint venture, etc.). If the company is a wholly owned subsidiary of a parent company, the parent company must be identified. Include the address of the office located within San Diego County, the number of years that the company has maintained an office in San Diego County, the number of employees in San Diego County, and the name, title, address and telephone number of the person to contact regarding the proposal.

3. EXPERIENCE AND TECHNICAL COMPETENCE – Describe the proposer’s experience in completing engineering services similar to the project described in the scope of work. A minimum of three successfully completed projects of a similar nature should be included. For each related project, provide the owner’s name, the name of the owner’s project manager, telephone number, type of work performed and the value of the project.
4. PROPOSED METHOD TO ACCOMPLISH THE WORK — Discuss the proposer’s technical and managerial approach to complete tasks described in the scope of work. The proposal shall include the specific approach for meeting the project’s schedule.

5. KNOWLEDGE AND UNDERSTANDING OF HELIX WATER DISTRICT’S SYSTEM AND THE LOCAL ENVIRONMENT — Describe the proposer’s experience in working within the local environment, and the proposed local presence and availability for interfacing with the District’s project management staff during the project. The local environment includes, but is not limited to, the District and other agencies, cities, county, regulations and policies that would pertain to the project.

6. PROJECT ORGANIZATION AND KEY PERSONNEL — Describe the proposed project organization, including the identification and responsibilities of key personnel. Indicate the roles and responsibilities of the prime consultant and any subconsultants. Indicate the percent of commitment of key personnel for the duration of the project and furnish resumes of key personnel.

Provide a detailed discussion of the experience of the proposer’s project manager and other key members of the project team. The project manager should be able to demonstrate local knowledge of similar type projects completed in the last three years. Include descriptions of the project manager’s experience on local projects of similar nature. For each similar project, include the owner’s name, owner’s project manager, telephone numbers and type of work performed.

7. SUBCONSULTANT DOCUMENTATION — If applicable, the proposer shall submit a list of subconsultants that will be used on the project, the scope of work for each subconsultant and the approximate percentage of each subconsultant’s participation in the work.

SUBMITTAL REQUIREMENTS

1. PROJECT PROPOSAL — Four copies of the proposal shall be submitted. The proposal shall be signed by an individual authorized to execute legal documents on behalf of the proposer. Proposals must be received no later than 3 p.m. on Tuesday, October 20, 2020. They shall be submitted to: Helix Water District, Attention: Karah Kingsbury, Project Manager, 7811 University Avenue, La Mesa, California, 91942. Proposals are to be submitted in sealed packages with the following information marked on the outside of each package: Name of responder, project title and package number (1 of __, 2 of __, etc.). Failure to comply with the requirements of this request for proposal may result in disqualification. Any proposals or modifications received subsequent to the hour and date specified above will not be considered.
2. COST PROPOSAL

A cost proposal shall be submitted in a separate sealed envelope. The cost proposal shall include a total estimated consultant cost with a not-to-exceed upper limit. The cost estimate shall be broken down by tasks, and shall include:

a. Labor costs (personnel classifications, hours and hourly rates)

b. Other direct costs

c. Subconsultant costs

d. Markups on other direct costs and subconsultant costs

e. Total estimated costs rolled up per task

f. Have billing rates by job classification

Hourly rates for labor costs will be based on a base hourly rate with a multiplier for overhead and profit.

All proposals, project scope and cost, shall become the property of the District and will not be returned. Proposals also become public records and as such may be subject to public review.

PRESUBMITTAL ACTIVITIES – QUESTIONS CONCERNING REQUEST FOR PROPOSAL

All questions concerning the RFP should be directed to: Helix Water District, Karah Kingsbury, karah.kingsbury@helixwater.org. Written answers to questions will be sent to all firms invited to respond to the RFP. An addendum may be issued if warranted. Any questions must be directed to the District no later than Monday, October 12, 2020.

PREPROPOSAL MEETING

A preproposal meeting will be held at the Helix Water District’s Helix 1 Tank site at 1 p.m., on Monday, October 5, 2020. Attendance is not mandatory.

CONSULTANT SELECTION PROCESS

A select group of firms has been invited to respond to this RFP. A Consultant selection panel consisting of three Helix Water District representatives will be established for this project.

The panel will review and rank the proposals received based on the proposal content and the panel’s evaluation criteria. Selection of a Consultant may be made without an interview. However, the panel may elect to have a presentation made by any of the proposer’s. Once a selection has been made by the District and the Consultant notified, the District will enter into contract negotiations with the Consultant. Upon completion of contract negotiations, resulting
in contract terms acceptable to District staff, the project will be presented to the Helix Water District Board of Directors for funding and approval.

EVALUATION CRITERIA

The proposals will be evaluated based on the following criteria:

1. Approach to work and understanding of objectives and issues
2. Work plan and project schedule
3. Quality control plan
4. Related project experience
5. Project team
6. Project manager

SCHEDULE FOR SELECTION AND AWARD

The District anticipates that the process for nominating and selecting a Consultant and awarding the contract will be according to the following tentative schedule:

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<th>Activity</th>
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<tr>
<td>Preproposal meeting</td>
<td>October 5, 2020</td>
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<tr>
<td>Cut-off date for questions</td>
<td>October 12, 2020</td>
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<tr>
<td>Proposals due</td>
<td>October 20, 2020</td>
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<td>November 18, 2020</td>
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NOTICE TO PROCEED AND CONTRACT

1. RIGHT TO REJECT PROPOSALS — The District reserves the right to reject any and all proposals, to waive any of these procedures for submitting proposals, to waive any informality in proposals received, to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part if it is deemed in the District’s best interest.

   a. The District reserves the right to negotiate with any respondent after proposals are opened, if such action is deemed in the District’s best interest.

   b. During contract negotiations with the selected respondent, the District, at its option, may modify the scope of work and/or the proposed work schedule.
2. **CONTRACT DOCUMENTS** – The documents which will constitute the contract between the parties shall include the District’s standard agreement for professional services with scope of work, negotiated fee and schedule.

3. **NOTICE TO PROCEED** – The Consultant shall not begin any work until such time as a notice to proceed has been issued by the District’s project manager. The notice to proceed will be issued upon execution of all contract documents, receipt of insurance certificates and authorization by the District’s board of directors.

4. **RESERVATIONS** – This request for proposal does not commit the District to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work.

5. **PROFESSIONAL SERVICES AGREEMENT** – The professional services agreement attached to this RFP (Attachment A) is the agreement the selected Consultant will be expected to sign without requesting revisions.
EXHIBIT B

SCHEDULE OF CHARGES
# Fee Estimate for Project with Alternative Geotechnical Investigation and Hazardous Materials Evaluation

**Client:** Helix Water District  
**Project Name:** Helix 1 Tank Planning Study  
**Date:** 10/20/2020

## SUBCONSULTANTS

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<tr>
<td>3.2</td>
<td>Final Report</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>$1,160.00</td>
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</tr>
<tr>
<td><strong>Task 3 SUBTOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,320.00</td>
<td>$2,320.00</td>
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<tr>
<td><strong>TOTAL ALL TASKS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$12,530.00</td>
<td>$12,530.00</td>
</tr>
</tbody>
</table>

**Total Fee Estimate:** $12,530.00
Board of Directors
Carlos V. Lugo, General Manager
Jennifer C. Bryant, Director of Administrative Services
Sandra L. Janzen, Board Secretary
November 18, 2020
SUBJECT: Comment from the Public Regarding District Staff

Strategic Focus Area:
Customer Service

Recommendation:
The board receive a comment from the public regarding district staff.

Background:
Helix Water District has a long tradition of sharing comments from the public with the board of directors. This allows the board to monitor a primary focus area of the district: to provide outstanding service to its customers. Employees strive to provide excellent customer service by being understanding and responsive to customers’ needs.

The district has received a compliment from Customer Connie Ottinger regarding the outstanding service provided by Valve Maintenance Technician Jesus A. Gonzalez for his investigative water skills. With care and expertise, Mr. Gonzalez was able to rule out any water concerns Ms. Ottinger was experiencing. Ms. Ottinger also complimented the crews she has seen working in the La Mesa area.
### November 2020

#### SUNDAY
- Nov 1
  - 7:00am Meeting with General Manager - Scala

#### MONDAY
- Nov 2
  - 10:00am ACWA's Virtual Region Event

#### TUESDAY
- Nov 3
  - 4:00pm Helix Water District's Special Board Meeting (Via Zoom)

#### WEDNESDAY
- Nov 4
  - 10:30am ACWA Communications Committee Meeting (Videoconference)

#### THURSDAY
- Nov 5
  - 7:15am (Cancelled) San Diego East County Chamber of Commerce - First Friday Breakfast

#### FRIDAY
- Nov 6
  - 7:00am Meeting with General Manager - Scala
  - 10:00am ACWA's Virtual Meeting

#### SATURDAY
- Nov 7
  - 10:30am ACWA Communications Committee Meeting (Videoconference)

#### SUNDAY
- Nov 8
  - 7:30am San Diego East County Chamber of Commerce - First Friday Breakfast

#### MONDAY
- Nov 9
  - 7:00am Meeting with General Manager - Scala
  - 7:30am MET Committee and Board Meetings
  - 8:00am Council of Water Utilities Meeting (Virtual)

#### TUESDAY
- Nov 10
  - 9:00am Water Quality and Resources Committee Meeting (Cancelled Due to the Holiday)

#### WEDNESDAY
- Nov 11
  - 9:00am Water Quality and Resources Committee Meeting (Cancelled Due to the Holiday)

#### THURSDAY
- Nov 12
  - 9:00am Water Quality and Resources Committee Meeting (Cancelled Due to the Holiday)

#### FRIDAY
- Nov 13
  - 10:30am ACWA Communications Committee Meeting (Videoconference)

#### SATURDAY
- Nov 14
  - 10:30am ACWA Communications Committee Meeting (Videoconference)

#### SUNDAY
- Nov 15
  - 7:30am ACWA Board Meeting

#### MONDAY
- Nov 16
  - 7:00am Meeting with General Manager - Scala
  - 8:00am Council of Water Utilities Meeting (Virtual)
  - 3:00pm HWD Committee of the Board Meeting (Cancelled by the Board)

#### TUESDAY
- Nov 17
  - 7:00am Meeting with General Manager - Scala
  - 8:00am Council of Water Utilities Meeting (Virtual)
  - 4:00pm HWD Special Board Meeting

#### WEDNESDAY
- Nov 18
  - 7:00am Meeting with General Manager - Scala
  - 8:00am Council of Water Utilities Meeting (Virtual)
  - 4:00pm HWD Special Board Meeting

#### THURSDAY
- Nov 19
  - 7:00am Meeting with General Manager - Scala
  - 8:00am Council of Water Utilities Meeting (Virtual)
  - 4:00pm HWD Special Board Meeting

#### FRIDAY
- Nov 20
  - 7:00am Meeting with General Manager - Scala
  - 8:00am Council of Water Utilities Meeting (Virtual)
  - 4:00pm HWD Special Board Meeting

#### SATURDAY
- Nov 21
  - 7:00am Meeting with General Manager - Scala
  - 8:00am Council of Water Utilities Meeting (Virtual)
  - 4:00pm HWD Special Board Meeting

#### SUNDAY
- Nov 22
  - 7:00am Meeting with General Manager - Scala

#### MONDAY
- Nov 23
  - 7:00am Meeting with General Manager - Scala

#### TUESDAY
- Nov 24
  - 7:00am Meeting with General Manager - Scala

#### WEDNESDAY
- Nov 25
  - 7:00am Meeting with General Manager - Scala

#### THURSDAY
- Nov 26
  - 7:00am Meeting with General Manager - Scala

#### FRIDAY
- Nov 27
  - 7:00am Meeting with General Manager - Scala

#### SATURDAY
- Nov 28
  - 7:00am Meeting with General Manager - Scala

#### SUNDAY
- Nov 29
  - 7:00am Meeting with General Manager - Scala

#### MONDAY
- Dec 1
  - 7:00am Meeting with General Manager - Scala

#### TUESDAY
- Dec 2
  - 7:00am Meeting with General Manager - Scala

#### WEDNESDAY
- Dec 3
  - 7:00am Meeting with General Manager - Scala

#### THURSDAY
- Dec 4
  - 7:00am Meeting with General Manager - Scala

#### FRIDAY
- Dec 5
  - 7:00am Meeting with General Manager - Scala

#### SATURDAY
- Dec 6
  - 7:00am Meeting with General Manager - Scala

#### SUNDAY
- Dec 7
  - 7:00am Meeting with General Manager - Scala

#### MONDAY
- Dec 8
  - 7:00am Meeting with General Manager - Scala

#### TUESDAY
- Dec 9
  - 7:00am Meeting with General Manager - Scala

#### WEDNESDAY
- Dec 10
  - 7:00am Meeting with General Manager - Scala

#### THURSDAY
- Dec 11
  - 7:00am Meeting with General Manager - Scala

#### FRIDAY
- Dec 12
  - 7:00am Meeting with General Manager - Scala

#### SATURDAY
- Dec 13
  - 7:00am Meeting with General Manager - Scala

#### SUNDAY
- Dec 14
  - 7:00am Meeting with General Manager - Scala

#### MONDAY
- Dec 15
  - 7:00am Meeting with General Manager - Scala

#### TUESDAY
- Dec 16
  - 7:00am Meeting with General Manager - Scala

#### WEDNESDAY
- Dec 17
  - 7:00am Meeting with General Manager - Scala

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- Dec 18
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- Dec 19
  - 7:00am Meeting with General Manager - Scala

#### SATURDAY
- Dec 20
  - 7:00am Meeting with General Manager - Scala

#### SUNDAY
- Dec 21
  - 7:00am Meeting with General Manager - Scala

#### MONDAY
- Dec 22
  - 7:00am Meeting with General Manager - Scala

#### TUESDAY
- Dec 23
  - 7:00am Meeting with General Manager - Scala

#### WEDNESDAY
- Dec 24
  - 7:00am Meeting with General Manager - Scala

#### THURSDAY
- Dec 25
  - 7:00am Meeting with General Manager - Scala

#### FRIDAY
- Dec 26
  - 7:00am Meeting with General Manager - Scala

#### SATURDAY
- Dec 27
  - 7:00am Meeting with General Manager - Scala

#### SUNDAY
- Dec 28
  - 7:00am Meeting with General Manager - Scala

#### MONDAY
- Dec 29
  - 7:00am Meeting with General Manager - Scala

#### TUESDAY
- Dec 30
  - 7:00am Meeting with General Manager - Scala

#### WEDNESDAY
- Dec 31
  - 7:00am Meeting with General Manager - Scala

---

11/12/2020
<table>
<thead>
<tr>
<th>SUNDAY</th>
<th>MONDAY</th>
<th>TUESDAY</th>
<th>WEDNESDAY</th>
<th>THURSDAY</th>
<th>FRIDAY</th>
<th>SATURDAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nov 29</td>
<td>30</td>
<td>Dec 1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7:30am San Diego East County Chamber Gov./Infrastructure/Land Use</td>
<td>ACWA 2020 Virtual Fall Conference</td>
<td>7:30am Meeting with General Manager - Verbeke</td>
<td></td>
<td>7:15am (Cancelled) San Diego East County Chamber of Commerce - First Friday Breakfast</td>
</tr>
<tr>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>7:00am Meeting with General Manager - Scalzetti</td>
<td></td>
<td>9:00am Finance and Admin. Committee Mtgs. (Suggest Reschedule for Special Board Meetings)</td>
<td>WEF Virtual San Joaquin River Restoration Tour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>14</td>
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<td>16</td>
<td>17</td>
<td>18</td>
<td>19</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Cancelled) Colorado River Water Users Association Conference</td>
<td>MET Committee and Board Meetings</td>
<td>7:30am ECDC Meeting</td>
<td></td>
<td>9:30am LAFCO Advisory Committee</td>
</tr>
<tr>
<td>20</td>
<td>21</td>
<td>22</td>
<td>23</td>
<td>24</td>
<td>25</td>
<td>26</td>
</tr>
<tr>
<td></td>
<td>7:00am Meeting with General Manager - Scalzetti</td>
<td>3:00pm HWU Committee of the Board Meeting (Cancelled by the Board Due to the Holiday)</td>
<td>3:00pm HWU Committee of the Board Meeting (Cancelled by the Board Due to the Holiday)</td>
<td>4:00pm HWU Special Board Meeting</td>
<td>7:00am Holiday - Christmas Day</td>
<td>7:00am Meeting with General Manager - Scalzetti</td>
</tr>
<tr>
<td>27</td>
<td>28</td>
<td>29</td>
<td>30</td>
<td>31</td>
<td>Jan 1, 21</td>
<td>2</td>
</tr>
<tr>
<td>SUNDAY</td>
<td>MONDAY</td>
<td>TUESDAY</td>
<td>WEDNESDAY</td>
<td>THURSDAY</td>
<td>FRIDAY</td>
<td>SATURDAY</td>
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<td>Dec 27</td>
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<td>31</td>
<td>Jan 1, 21</td>
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<td></td>
<td></td>
<td></td>
<td>Jan 1, 21</td>
<td>Holiday - New Year's Day</td>
</tr>
<tr>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7:30am San Diego East County Chamber Gov./Infrastructure/Land Use</td>
<td>4:00pm HWD Special Board Meeting</td>
<td>7:30am Meeting with General Manager - Verbeke</td>
<td>7:15am (Cancelled) San Diego East County Chamber of Commerce - Second Friday Breakfast</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4:00pm Engineering and Operations Committee Meeting</td>
<td>2:00pm San Diego River Conservancy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>18</td>
<td>19</td>
<td>20</td>
<td>21</td>
<td>22</td>
<td>23</td>
</tr>
<tr>
<td></td>
<td>Holiday - Martin Luther King Jr. Day</td>
<td>8:00am Council of Water Utilities Meeting</td>
<td>7:30am ECEDC Meeting</td>
<td>4:00pm HWD Special Board Meeting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>25</td>
<td>26</td>
<td>27</td>
<td>28</td>
<td>29</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3:00pm HWD Committee of the Board Meeting</td>
<td></td>
<td>1:00pm SDCAWA Eng/Ops</td>
<td>ACWA Board Meeting</td>
<td></td>
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<tr>
<td>31</td>
<td>Feb 1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
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</tbody>
</table>
Helix Water District  
Treasurer’s Report  
October 31, 2020

| Cash and Bank Deposits | Percentage | Balance  
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General Account - Union Bank</td>
<td>$1,246,278.78</td>
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<tr>
<td>General Account - Pershing Bank</td>
<td>$651,948.93</td>
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<tr>
<td>Lockbox Account - US Bank</td>
<td>$1,571,437.95</td>
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</tr>
<tr>
<td>Operating Account - Union Bank</td>
<td>$280,215.15</td>
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</tr>
<tr>
<td>Payroll Account - Union Bank</td>
<td>$753,261.87</td>
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</tr>
<tr>
<td>Petty Cash</td>
<td>$8,199.76</td>
<td></td>
</tr>
<tr>
<td><strong>Total Cash and Bank Balance</strong></td>
<td><strong>4,511,342.44</strong></td>
<td></td>
</tr>
<tr>
<td>Deposits in Transit</td>
<td>$502,184.08</td>
<td></td>
</tr>
<tr>
<td>Outstanding Checks</td>
<td>(274,846.55)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Cash and Bank Deposits</strong></td>
<td><strong>4,738,679.97</strong></td>
<td></td>
</tr>
<tr>
<td>Local Agency Investment Fund ¹</td>
<td>0.6%</td>
<td>63.8%</td>
</tr>
<tr>
<td>Bank Certificate of Deposit ²</td>
<td>23.4%</td>
<td>12,123,000.00</td>
</tr>
<tr>
<td>Restricted Deposits - Bond Funds</td>
<td>3.7%</td>
<td>1,905,090.27</td>
</tr>
</tbody>
</table>

**RECONCILED TO LEDGER AS OF 10/31/2020**

$51,863,356.32

¹ District Investment policy permits up to $65 million be deposited in the LAIF account
² District Investment policy permits up to 30% of district funds be invested in CDs

Jennifer C. Bryant, Treasurer of the Helix Water District, deposes and says that the foregoing monthly report is to the best of her knowledge and belief correct in every particular and truly exhibits all of the transactions since the last statement and that all of the monies deposited and received on account of said District during the month are covered by this report as shown herein. The Treasurer also says that the investments made are in accordance with the Helix Water District investment policy and sufficient funds are available to meet the District’s expenditure requirements for the next six months.

Jennifer C. Bryant, Treasurer
### Helix Water District
**Summary of District Funds**
**October 31, 2020**

#### UNALLOCATED RESERVE FUNDS

<table>
<thead>
<tr>
<th>Fund</th>
<th>June 30, 2020</th>
<th>September 30, 2020</th>
<th>October 31, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>$15,159,544</td>
<td>$14,651,352</td>
<td>$18,565,954</td>
</tr>
<tr>
<td>Payroll Fund</td>
<td>750,000</td>
<td>145,657</td>
<td>750,000</td>
</tr>
<tr>
<td>Petty Cash</td>
<td>8,201</td>
<td>8,201</td>
<td>8,200</td>
</tr>
<tr>
<td><strong>Total Unallocated Funds</strong></td>
<td><strong>15,917,745</strong></td>
<td><strong>14,805,210</strong></td>
<td><strong>19,324,154</strong></td>
</tr>
</tbody>
</table>

#### ALLOCATED RESERVE FUNDS

<table>
<thead>
<tr>
<th>Fund</th>
<th>June 30, 2020</th>
<th>September 30, 2020</th>
<th>October 31, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Payable and Accrued Expenses</td>
<td>8,598,952</td>
<td>8,376,827</td>
<td>7,883,003</td>
</tr>
<tr>
<td>Appropriated for Capital Improvements</td>
<td>8,956,347</td>
<td>11,163,327</td>
<td>10,498,618</td>
</tr>
<tr>
<td><strong>Total Allocated Funds</strong></td>
<td><strong>17,555,299</strong></td>
<td><strong>19,540,154</strong></td>
<td><strong>18,381,621</strong></td>
</tr>
</tbody>
</table>

#### DESIGNATED RESERVE FUNDS

<table>
<thead>
<tr>
<th>Fund</th>
<th>June 30, 2020</th>
<th>September 30, 2020</th>
<th>October 31, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arbitrage Reserve Fund</td>
<td>55,000</td>
<td>110,200</td>
<td>110,200</td>
</tr>
<tr>
<td>Capacity Fee Reserve Fund</td>
<td>966,995</td>
<td>228,062</td>
<td>232,623</td>
</tr>
<tr>
<td>Capital Reserve Fund</td>
<td>478,400</td>
<td>478,400</td>
<td>478,400</td>
</tr>
<tr>
<td>Facilities Reserve Fund</td>
<td>777,063</td>
<td>933,063</td>
<td>909,175</td>
</tr>
<tr>
<td>Friedgen Scholarship Fund</td>
<td>20,300</td>
<td>20,300</td>
<td>20,300</td>
</tr>
<tr>
<td>Lake Jennings Capital Reserve</td>
<td>73,184</td>
<td>73,184</td>
<td>73,184</td>
</tr>
<tr>
<td>Land Sales Reserve</td>
<td>2,873,973</td>
<td>2,994,078</td>
<td>2,956,432</td>
</tr>
<tr>
<td>Rate Stabilization Reserve Fund</td>
<td>5,135,332</td>
<td>5,135,332</td>
<td>5,135,332</td>
</tr>
<tr>
<td>Solar Project Reserve Fund</td>
<td>171,000</td>
<td>190,000</td>
<td>190,000</td>
</tr>
<tr>
<td>Treatment Plant Reserve Fund</td>
<td>472,104</td>
<td>557,602</td>
<td>577,602</td>
</tr>
<tr>
<td><strong>Total Designated Funds</strong></td>
<td><strong>11,023,351</strong></td>
<td><strong>10,720,221</strong></td>
<td><strong>10,683,248</strong></td>
</tr>
</tbody>
</table>

#### RESTRICTED RESERVE FUNDS

<table>
<thead>
<tr>
<th>Fund</th>
<th>June 30, 2020</th>
<th>September 30, 2020</th>
<th>October 31, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Service Reserve Fund - 2009 Revenue Bonds</td>
<td>1,916,742</td>
<td>2,036,315</td>
<td>1,905,090</td>
</tr>
<tr>
<td><strong>Total Restricted Funds</strong></td>
<td><strong>1,916,742</strong></td>
<td><strong>2,036,315</strong></td>
<td><strong>1,905,090</strong></td>
</tr>
</tbody>
</table>

#### SUBTOTAL DISTRICT FUNDS

<table>
<thead>
<tr>
<th></th>
<th>June 30, 2020</th>
<th>September 30, 2020</th>
<th>October 31, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Customer and Developer Deposits (net)</strong></td>
<td>$1,624,622</td>
<td>$1,598,509</td>
<td>$1,569,243</td>
</tr>
<tr>
<td><strong>Total District Funds</strong></td>
<td><strong>$48,037,759</strong></td>
<td><strong>$48,700,409</strong></td>
<td><strong>$51,863,356</strong></td>
</tr>
</tbody>
</table>

**Reserve Fund Categories**

**Unallocated Reserve Funds**: District funds for working capital for day-to-day operations, water purchases, and unforeseen emergency repairs to the district’s infrastructure. The Unallocated Reserve Funds also provide working capital for the annual PayGo capital improvement program, planning for the ten year capital improvement program and for bond coverage. Per GFOA guidelines, the Unallocated Reserve Funds are targeted to maintain a reserve equivalent to two months of budgeted operating revenues.

**Allocated Reserve Funds**: District funds for payments promised under current operations. These funds cover invoices received by the district, contractual payments, or capital projects that have been appropriated by the board.

**Designated Reserve Funds**: District funds designated for special purposes and projects. Use of these funds is directed by the board as the needs of the district change. When the fund’s special needs are met, the fund balances are transferred to the general fund. In 2019, the district made a $5 million prepayment of its CalPERS unfunded liability from funds available in the Land Sales Reserve. Per board direction, these funds are expected to be returned to the Land Sales Reserve by fiscal year 2025-26.

The Rate Stabilization Reserve Fund is targeted to maintain a balance that is between 5 percent and 10 percent of water billing revenue. The current balance of $5.1 million represents 6 percent of the fiscal year 2019-20 budgeted water billing revenue.

**Restricted Reserve Funds**: District funds legally restricted for the 2009 revenue bonds reserve requirements. These funds are held by the bond trustee and are to be used in the event the district is unable to meet its required semi-annual debt service payment obligation.
## Summary of Receipts and Disbursements
### October 31, 2020

<table>
<thead>
<tr>
<th>Fiscal Year-to-Date</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning fund balance, June 30, 2020</strong></td>
<td>$48,037,759</td>
</tr>
<tr>
<td><strong>Operating activities</strong></td>
<td></td>
</tr>
<tr>
<td>Receipts from customers</td>
<td>34,448,265</td>
</tr>
<tr>
<td>Payments to suppliers and vendors</td>
<td>(24,399,545)</td>
</tr>
<tr>
<td>Payments to employees</td>
<td>(4,680,246)</td>
</tr>
<tr>
<td>Customer and developer deposits (net)</td>
<td>(19,181)</td>
</tr>
<tr>
<td>Other income</td>
<td>208,041</td>
</tr>
<tr>
<td>Other expenses</td>
<td>-</td>
</tr>
<tr>
<td>Lake Jennings (net)</td>
<td>43,154</td>
</tr>
<tr>
<td><strong>Net cash provided / (used) by operating activities</strong></td>
<td>5,600,488</td>
</tr>
<tr>
<td><strong>Capital and financing activities</strong></td>
<td></td>
</tr>
<tr>
<td>Construction expenditures</td>
<td>(2,286,013)</td>
</tr>
<tr>
<td>Equipment expenditures</td>
<td>-</td>
</tr>
<tr>
<td>Bond interest payments</td>
<td>(131,116)</td>
</tr>
<tr>
<td>Land sales</td>
<td>108,734</td>
</tr>
<tr>
<td>Capacity fees</td>
<td>232,623</td>
</tr>
<tr>
<td><strong>Net cash provided / (used) for capital and financing activities</strong></td>
<td>(2,075,772)</td>
</tr>
<tr>
<td><strong>Investing activities</strong></td>
<td></td>
</tr>
<tr>
<td>Investment income</td>
<td>300,881</td>
</tr>
<tr>
<td><strong>Net cash provided / (used) for investing activities</strong></td>
<td>300,881</td>
</tr>
<tr>
<td><strong>Ending fund balance, October 31, 2020</strong></td>
<td>$51,863,356</td>
</tr>
</tbody>
</table>

---

1. Other income represents overhead charged to projects and miscellaneous revenue
2. Construction and equipment expenditures are related to the capital improvement program
Helix Water District
Cash and Investment Allocation
October 31, 2020

Summary of Investment Transactions

<table>
<thead>
<tr>
<th>Settlement Date</th>
<th>Type</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/27/2020</td>
<td>Maturity</td>
<td>Certificate of Deposit - BMW Bk North America 2%</td>
<td>(247,000)</td>
</tr>
<tr>
<td>10/27/2020</td>
<td>Maturity</td>
<td>Certificate of Deposit - Third Fed Savings &amp; Loan 1.95%</td>
<td>(248,000)</td>
</tr>
</tbody>
</table>

Net Increase / (Decrease) in CDs

$ (495,000)
## Type of Investment

### 24 Month CDs
- **Certificate of Deposit - Keeler Fed CU**<br> 2/28/2019 2/26/2021 3.00% $248,000 100.000 $250,396
- **Certificate of Deposit - Three Rivers CU**<br> 8/1/2019 8/1/2020 2.10% $248,000 100.000 $251,818
- **Certificate of Deposit - USB Bank**<br> 3/11/2020 3/11/2022 1.00% $248,000 100.000 $251,080
- **Certificate of Deposit - Pinnacle Bank**<br> 5/6/2020 5/6/2022 1.00% $248,000 100.000 $251,388

**24 Month CD Subtotal**  $992,000  $1,004,678

### 30 Month CDs
- **Certificate of Deposit - Live Oak Bank**<br> 3/13/2020 9/13/2022 1.15% $224,000 100.000 $228,312
- **Certificate of Deposit - Berkshire Bank**<br> 4/24/2020 10/20/2022 1.00% $248,000 100.000 $252,295
- **Certificate of Deposit - Texas Cap Bank**<br> 8/7/2020 2/7/2023 0.30% $248,000 100.000 $248,858

**30 Month CD Subtotal**  $720,000  $729,465

### 36 Month CDs
- **Certificate of Deposit - Barclays Bank**<br> 11/8/2017 11/9/2020 2.00% $247,000 100.000 $247,133
- **Certificate of Deposit - American Express Fed Bk**<br> 12/5/2017 12/7/2020 2.10% $247,000 100.000 $247,534
- **Certificate of Deposit - First Tech Fed CR**<br> 12/29/2017 12/29/2020 2.25% $249,000 100.000 $249,904

**36 Month CD Subtotal**  $10,411,000  $10,656,097

### Current Purchase

<table>
<thead>
<tr>
<th>Source</th>
<th>Purchase</th>
<th>Market Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECD</td>
<td>$12,123,000</td>
<td>$12,390,240</td>
</tr>
</tbody>
</table>

### Average Yield (Weighted)
2.09%

### Investment Total
$12,123,000

---

**Market Value Source:** eConnectDirect.com for the Certificates of Deposit.

- Helix Water District investments listed in this report comply with the California Government Codes 53600-53864 and the District's Statement of Investment Policy.
- Market Value of Certificates of Deposit is shown at Principal value less any provided early withdrawal penalties, as of: 10/31/2020
- All CDs are 100% FDIC insured.
## Helix Water District
### Budget Summary
**October 31, 2020**

### Revenue

<table>
<thead>
<tr>
<th>Description</th>
<th>Actual</th>
<th>Budget</th>
<th>B/(W) %</th>
<th>Variance</th>
<th>Actual</th>
<th>Budget</th>
<th>B/(W) %</th>
<th>Remaining Balance</th>
<th>% Used</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Water Billing</strong></td>
<td>$8,539,316</td>
<td>$7,618,650</td>
<td>$920,666</td>
<td>12%</td>
<td>$35,127,314</td>
<td>$32,309,700</td>
<td>$2,817,614</td>
<td>$35,127,314</td>
<td>$83,540,000</td>
</tr>
<tr>
<td><strong>Other Revenue</strong></td>
<td>548,967</td>
<td>462,585</td>
<td>86,382</td>
<td>19%</td>
<td>2,495,760</td>
<td>1,949,810</td>
<td>545,950</td>
<td>5,447,600</td>
<td>2,951,840</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>$9,088,283</td>
<td>$8,081,235</td>
<td>$1,007,048</td>
<td>12%</td>
<td>$37,623,073</td>
<td>$34,259,510</td>
<td>$3,363,563</td>
<td>$88,987,600</td>
<td>$51,364,527</td>
</tr>
</tbody>
</table>

### Expense

<table>
<thead>
<tr>
<th>Description</th>
<th>Current Month</th>
<th>Variance</th>
<th>Year-To-Date</th>
<th>Variance</th>
<th>Full Year</th>
<th>Remaining Budget</th>
<th>Total Project</th>
<th>Total Appropriated</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Water Quality-System Ops</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Water Purchases</strong></td>
<td>$2,718,204</td>
<td>$3,369,588</td>
<td>$651,384</td>
<td>19%</td>
<td>$13,430,229</td>
<td>$12,618,528</td>
<td>$811,701</td>
<td>$38,384,700</td>
</tr>
<tr>
<td><strong>Other Water Qual/Dist Expenses</strong></td>
<td>825,277</td>
<td>849,754</td>
<td>24,458</td>
<td>3%</td>
<td>3,970,392</td>
<td>4,538,543</td>
<td>568,151</td>
<td>11,590,400</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$3,543,480</td>
<td>$4,219,322</td>
<td>$675,842</td>
<td>16%</td>
<td>$17,400,622</td>
<td>$17,157,072</td>
<td>$(243,550)</td>
<td>$49,975,100</td>
</tr>
<tr>
<td><strong>Operations</strong></td>
<td>$1,355,307</td>
<td></td>
<td>$(77,921)</td>
<td>-6%</td>
<td>$4,790,766</td>
<td>$4,875,390</td>
<td>$84,624</td>
<td>$11,798,100</td>
</tr>
<tr>
<td><strong>Engineering</strong></td>
<td>$167,650</td>
<td></td>
<td>$197,461</td>
<td>15%</td>
<td>$1,230,829</td>
<td>$1,301,770</td>
<td>$70,941</td>
<td>$2,908,200</td>
</tr>
<tr>
<td><strong>Administrative Services</strong></td>
<td>$874,189</td>
<td></td>
<td>$940,112</td>
<td>7%</td>
<td>$5,412,517</td>
<td>$5,765,599</td>
<td>$353,082</td>
<td>$15,207,000</td>
</tr>
<tr>
<td><strong>Total Expense</strong></td>
<td>$5,940,626</td>
<td></td>
<td>$6,634,281</td>
<td>10%</td>
<td>$28,834,734</td>
<td>$29,099,830</td>
<td>$265,096</td>
<td>$79,888,400</td>
</tr>
</tbody>
</table>

### Capital Improvement Projects (CIP)

<table>
<thead>
<tr>
<th>Schedule and Description</th>
<th>Current Month Expenditures</th>
<th>Total Year to Date Expenditures</th>
<th>Full Year Budget</th>
<th>Remaining Budget Balance</th>
<th>Total Project Expenditures</th>
<th>Total Appropriated By the Board</th>
</tr>
</thead>
<tbody>
<tr>
<td>CIP - Engineering &amp; Construction</td>
<td>$570,026</td>
<td>$2,028,010</td>
<td>$12,323,400</td>
<td>$10,295,390</td>
<td>$4,539,910</td>
<td>$12,621,000</td>
</tr>
<tr>
<td>TP - Treatment Plant</td>
<td>170,795</td>
<td>234,115</td>
<td>2,467,000</td>
<td>2,232,885</td>
<td>1,762,502</td>
<td>3,293,000</td>
</tr>
<tr>
<td>OC - Other Capital</td>
<td>0</td>
<td>19,000</td>
<td>184,000</td>
<td>165,000</td>
<td>1,445,081</td>
<td>1,677,000</td>
</tr>
<tr>
<td>E&amp;V - Equipment &amp; Vehicles</td>
<td>0</td>
<td>0</td>
<td>659,000</td>
<td>659,000</td>
<td>0</td>
<td>659,000</td>
</tr>
<tr>
<td>FL - Facilities Improvements</td>
<td>23,888</td>
<td>23,888</td>
<td>432,000</td>
<td>408,112</td>
<td>23,888</td>
<td>20,000</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$764,709</td>
<td>$2,305,013</td>
<td>$16,065,400</td>
<td>$13,760,387</td>
<td>$7,771,382</td>
<td>$18,270,000</td>
</tr>
</tbody>
</table>


### Helix Water District

**Budget Summary by Division**

**October 31, 2020**

<table>
<thead>
<tr>
<th>Category</th>
<th>Current Month</th>
<th>Year-To-Date</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 - Water Billings</td>
<td>$8,539,316</td>
<td>$7,618,650</td>
<td>$920,666</td>
</tr>
<tr>
<td>2 - Water Treatment Charge</td>
<td>$270,074</td>
<td>$196,510</td>
<td>$73,564</td>
</tr>
<tr>
<td>3 - Other Collections</td>
<td>$168,164</td>
<td>$191,775</td>
<td>$(23,611)</td>
</tr>
<tr>
<td>4 - Jennings Recreation</td>
<td>$36,627</td>
<td>$19,600</td>
<td>$17,027</td>
</tr>
<tr>
<td>5 - Jennings Campground</td>
<td>$74,102</td>
<td>$54,700</td>
<td>$19,402</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>$9,088,283</td>
<td>$8,081,235</td>
<td>$1,007,048</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>Current Month</th>
<th>Year-To-Date</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Expense</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Quality-System Ops</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>110 - Water Treatment</td>
<td>$383,300</td>
<td>$422,310</td>
<td>$(39,010)</td>
</tr>
<tr>
<td>120 - Water Resources</td>
<td>$2,768,649</td>
<td>$3,434,718</td>
<td>$(666,070)</td>
</tr>
<tr>
<td>140 - SCADA</td>
<td>$39,896</td>
<td>$32,063</td>
<td>$(7,833)</td>
</tr>
<tr>
<td>160 - System Operations</td>
<td>$270,533</td>
<td>$252,971</td>
<td>$(17,562)</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$3,543,480</td>
<td>$4,219,322</td>
<td>$(675,842)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>Current Month</th>
<th>Year-To-Date</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>210 - Facilities</td>
<td>$196,958</td>
<td>$182,127</td>
<td>$(14,831)</td>
</tr>
<tr>
<td>230 - Fleet</td>
<td>$73,069</td>
<td>$72,124</td>
<td>$(944)</td>
</tr>
<tr>
<td>250 - Field Operations</td>
<td>$569,445</td>
<td>$486,857</td>
<td>$(82,589)</td>
</tr>
<tr>
<td>270 - Safety/Risk Management</td>
<td>$515,835</td>
<td>$536,277</td>
<td>$(10,442)</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$1,355,307</td>
<td>$1,277,385</td>
<td>$(77,921)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>Current Month</th>
<th>Year-To-Date</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>310 - Engineering Design</td>
<td>$78,805</td>
<td>$81,532</td>
<td>$2,726</td>
</tr>
<tr>
<td>330 - Engineering Planning</td>
<td>$34,459</td>
<td>$39,711</td>
<td>$5,252</td>
</tr>
<tr>
<td>360 - Engineering Construction</td>
<td>$54,386</td>
<td>$76,219</td>
<td>$21,832</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$167,650</td>
<td>$197,461</td>
<td>$29,811</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>Current Month</th>
<th>Year-To-Date</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>410 - Board of Directors</td>
<td>$79,818</td>
<td>$61,798</td>
<td>$(18,020)</td>
</tr>
<tr>
<td>420 - Administration</td>
<td>$151,736</td>
<td>$168,124</td>
<td>$16,389</td>
</tr>
<tr>
<td>440 - Customer Service</td>
<td>$178,000</td>
<td>$190,794</td>
<td>$12,794</td>
</tr>
<tr>
<td>450 - Human Resources</td>
<td>$232,666</td>
<td>$260,603</td>
<td>$27,937</td>
</tr>
<tr>
<td>470 - Finance</td>
<td>$72,484</td>
<td>$86,643</td>
<td>$14,159</td>
</tr>
<tr>
<td>480 - Information Services</td>
<td>$159,485</td>
<td>$172,150</td>
<td>$12,665</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$874,189</td>
<td>$940,112</td>
<td>$65,923</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>Current Month</th>
<th>Year-To-Date</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Expense</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>410 - Board of Directors</td>
<td>$79,818</td>
<td>$61,798</td>
<td>$21,019</td>
</tr>
<tr>
<td>420 - Administration</td>
<td>$151,736</td>
<td>$168,124</td>
<td>$16,389</td>
</tr>
<tr>
<td>440 - Customer Service</td>
<td>$178,000</td>
<td>$190,794</td>
<td>$12,794</td>
</tr>
<tr>
<td>450 - Human Resources</td>
<td>$232,666</td>
<td>$260,603</td>
<td>$27,937</td>
</tr>
<tr>
<td>470 - Finance</td>
<td>$72,484</td>
<td>$86,643</td>
<td>$14,159</td>
</tr>
<tr>
<td>480 - Information Services</td>
<td>$159,485</td>
<td>$172,150</td>
<td>$12,665</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$874,189</td>
<td>$940,112</td>
<td>$65,923</td>
</tr>
</tbody>
</table>
## Water Billing

### WATER USAGE IN ACRE FEET

<table>
<thead>
<tr>
<th>Billed Water Sales - AF</th>
<th>October 2019</th>
<th>October 2020</th>
<th>% Change</th>
<th>2019-2020 Fiscal YTD</th>
<th>2020-2021 Fiscal YTD</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2,525</td>
<td>2,808</td>
<td>11.2%</td>
<td>10,525</td>
<td>11,479</td>
<td>9.1%</td>
</tr>
</tbody>
</table>

### WATER CHARGES IN USD

<table>
<thead>
<tr>
<th></th>
<th>2019-2020 Fiscal YTD</th>
<th>% of Total</th>
<th>2020-2021 Fiscal YTD</th>
<th>% of Total</th>
<th>Increase (Decrease)</th>
<th>$</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Charges</td>
<td>$ 25,214,327</td>
<td>79.7%</td>
<td>$ 28,534,603</td>
<td>81.2%</td>
<td>$ 3,320,276</td>
<td>13.2%</td>
<td></td>
</tr>
<tr>
<td>Meter Charges</td>
<td>6,426,885</td>
<td>20.3%</td>
<td>6,592,711</td>
<td>18.8%</td>
<td>165,826</td>
<td>2.6%</td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td>$ 31,641,212</td>
<td>100.0%</td>
<td>$ 35,127,314</td>
<td>100.0%</td>
<td>$ 3,486,102</td>
<td>11.0%</td>
<td></td>
</tr>
</tbody>
</table>
# Capital Expenditures

## Capital Improvement Budget

<table>
<thead>
<tr>
<th>Asset Class</th>
<th>Description</th>
<th>October Expenditures</th>
<th>FY 2020-21 Year to Date Expenditures</th>
<th>FY 2020-21 Budget Amount</th>
<th>FY 2020-21 Budget Balance</th>
<th>Total Appropriated by the Board</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CIP</strong></td>
<td>Engineering and Construction</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction PayGo</td>
<td>$471,597</td>
<td>$847,844</td>
<td>$9,367,000</td>
<td>$8,519,156</td>
<td>$4,539,910</td>
<td>$12,621,000</td>
</tr>
<tr>
<td>Capital and Allocated Reserves</td>
<td>60,197</td>
<td>1,141,934</td>
<td>2,706,400</td>
<td>1,564,466</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land Sale Reserve</td>
<td>38,232</td>
<td>38,232</td>
<td>180,000</td>
<td>141,768</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lake Jennings Reserve</td>
<td>0</td>
<td>0</td>
<td>70,000</td>
<td>70,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub-Total CIP PayGo &amp; Other Funds</td>
<td>570,026</td>
<td>2,028,010</td>
<td>12,323,400</td>
<td>10,295,390</td>
<td>4,539,910</td>
<td>12,621,000</td>
</tr>
<tr>
<td><strong>TP</strong></td>
<td>Treatment Plant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Treatment Plant PayGo</td>
<td>0</td>
<td>4,012</td>
<td>731,000</td>
<td>726,988</td>
<td>1,762,502</td>
<td>3,293,000</td>
</tr>
<tr>
<td>Treatment Plant and Allocated Reserves</td>
<td>170,795</td>
<td>230,103</td>
<td>1,736,000</td>
<td>1,505,897</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub-Total TP PayGo &amp; Other Funds</td>
<td>170,795</td>
<td>234,115</td>
<td>2,467,000</td>
<td>2,232,885</td>
<td>1,762,502</td>
<td>3,293,000</td>
</tr>
<tr>
<td><strong>OC</strong></td>
<td>Other Capital</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Capital PayGo</td>
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## FIN Project Financial Report

**October 2020**

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<th>October 2020 Disbursements</th>
<th>Total Disbursements</th>
<th>Appropriations By The Board</th>
<th>Fiscal Year 2021 Disbursements</th>
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<th>Fiscal Year 2021 Available Budget</th>
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Total PayGo, Capital, and Other Reserves: **$764,709**

Fiscal Year 2021

Data as of: October 2020
RAINFALL, USE and STORAGE REPORT
October-20

Monthly Cuyamaca Rainfall (inches)

- 12 months ending October '19 = 39.93
- 12 months ending October '20 = 31.78
- Historical Average = 26.36

Monthly Usage (AF)

- 12 months ending October '19 = 27,674
- 12 months ending October '20 = 29,431

Total Storage in Acre-Feet

- Usable Storage (AF) = 11,073.7
- Usable Storage (days) = 158
HWD Treatment Plant Production & System Demand
12 Months Ending October 2020

Treatment Plant Capacity = 106 MGD

Flow in MGD

- System Demand
- R.M. Levy WTP Production
HWD Monthly Demand (AF)

2020-21 Budgeted Demand Total = 28,500

Actual Year-to-Date = 12,133
Budgeted Year-to-Date = 11,236

Percent Change = 8.0%
Conservation Status

Total Annual Use (AF)

12 mo. period ending October '19 = 27,674
12 mo. period ending October '20 = 29,431
Percent Change = 6.3%

GPCD

12 mo. period ending October '19 = 89.5
12 mo. period ending October '20 = 94.5
Percent Change = 5.6%
State Water Resources Control Board Report
Monthly District Water Production Compared to 2013

![Graph showing water production comparison]

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