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**SECTION 1.1 PUBLIC RECORDS POLICY****SECTION 1.1 PUBLIC RECORDS POLICY****1.1-1 POLICY**

Public records of the Helix Water District shall be open to inspection during regular office hours of the District. "Public records" are all records of the District except those which are exempted from disclosure by the California Public Records Act (Government Code Sections 6250 et. seq.). This public records policy of the District shall at all times be subject to the California Public Records Act as it may be amended from time to time, and if there is any conflict between that act and this policy, the Act shall prevail.

**1.1-2 DEFINITIONS****1.1-2(A) "Public records"**

includes any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by the District regardless of physical form or characteristics.

**1.1-2(B) "Writing"**

means any handwriting, typewriting, printing, photostatting, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.

**1.1-3 RECORDS EXEMPT FROM DISCLOSURE**

**1.1-3(A)** In accordance with the California Public Records Act, records that are exempt from and not subject to disclosure include but are not limited to the following:

- (1) Preliminary drafts, notes, or interagency or interdistrict memoranda which are not retained by the District in the ordinary course of business, provided that the public interest in withholding such records clearly outweighs the public interest in disclosure;
- (2) Records pertaining to pending litigation to which the District is a party, or to claims made pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code, until such litigation or claim has been finally adjudicated or otherwise settled;
- (3) Personnel, medical or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy;
- (4) Geological and geophysical data, plant production data and similar information relating to utility systems development, or market or crop reports, which are obtained in confidence from any person;
- (5) Test questions, scoring keys, and other examination data used to administer a licensing examination, examination for employment or academic examination;

**SECTION 1.1 PUBLIC RECORDS POLICY**

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- (6) The contents of real estate appraisals, engineering or feasibility estimates and evaluations made for or by the District relative to the acquisition of property, or to prospective public supply and construction contracts, until such time as all of the property has been acquired or all of the contract agreement obtained, provided, however, the law of eminent domain shall not be affected by this provision;
- (7) Information required from any taxpayer in connection with the collection of taxes which is received in confidence and the disclosure of the information to other persons would result in unfair competitive disadvantage to the person supplying such information.
- (8) Library and museum materials made or acquired and presented solely for reference or exhibition purposes; and
- (9) Records the disclosure of which is exempted or prohibited pursuant to provisions of federal or state law, including but not limited to, provisions of the Evidence Code relating to privilege.
- (10) Computer software developed by the District, but the District may sell, lease, or license the software for commercial or noncommercial use as provided in Government Code Section 6254.9.
- (11) Memoranda of legal counsel prepared pursuant to Government Code Section 54956.9 until the pending litigation has been finally adjudicated or otherwise settled.
- (12) A document prepared by a local agency that assesses its vulnerability to terrorist attack or other criminal acts intended to disrupt the **public** agency's operations and that is for distribution or consideration in a closed session.
- 1.1-3(B)** The District shall withhold from inspection any record that is exempt under the express provisions of the California Public Records Act, including those items set forth above, and may withhold any other record if on the facts of the particular case the public interest served by not making a record public clearly outweighs the public interest served by disclosure of the record. (Govt. Code Section 6255.)
- 1.1-3(C)** The Board of Directors has determined that the public interest is served by not making public the names, addresses, and billing information regarding its customers since, except as authorized pursuant to Government Code section 6254.16, the indiscriminate disclosure of such information could constitute an undue invasion of the right of privacy of its customers. Any person seeking such information may file a written appeal with the Secretary of the District in the manner provided in these rules. Thereafter, the Board of Directors shall on the facts of the particular case determine whether the public interest served by not making the record public clearly outweighs the public interest served by disclosure of such record.

**1.1-4 PROCEDURE**

- 1.1-4(A)** Any person desiring to inspect any public record shall identify the records desired to be inspected.
- 1.1-4(B)** The Secretary of the District shall determine within 10 days after the receipt of the request whether the requested record is subject to inspection. If the 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, the Secretary shall consult with counsel for the District. If the Secretary refuses to permit inspection of any record, the Secretary shall notify the person making the request of such determination and the reasons therefore. In unusual circumstances, such as the need to search for, collect, and examine a voluminous amount of separate and distinct documents, the General Manager may extend the time for the Secretary to make a determination, and he shall notify the person making the request of the reasons therefore, provided that the extension is not for more than 14 calendar days. The person seeking such inspection may appeal the decision of the Secretary not to permit inspection to the Board of Directors. Such appeal shall be made in writing and shall be filed with the Secretary not later than 10 working days after the refusal of the Secretary to permit inspection.
- 1.1-4(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.
- 1.1-4(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.
- 1.1-4(E)** The 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.
- 1.1-4(F)** Any person may obtain a copy of any identifiable public record. Upon request, an exact copy shall be provided unless impracticable to do so. Computer data shall be provided in a form determined by the District. 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.
- 1.1-4(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.

## SECTION 1.2

STANDARD REPRODUCTION COST FOR MAPS AND OTHER  
PUBLIC RECORDS

## SECTION 1.2

STANDARD REPRODUCTION COST FOR MAPS AND OTHER  
PUBLIC RECORDS**1.2-1 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 the District to reconstruct a record in an electronic format if the District no longer has the record available in an electronic format.

**1.2-2 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 Secretary of the District.

**1.2-3 RELATED PROCEDURES**

See Section 2.12, *District Fees and Charges*

**1.2-4 PROCEDURE**

- 1.2-4(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.
- 1.2-4(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" water main installation plans may be checked out to the engineer of work for necessary revisions.
- 1.2-4(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).
- 1.2-4(D)** The approved document check-out slip shall contain the document number; the title; work order number; project title; a description of the document taken; the name, address and telephone number 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 materials are returned to the District in the required time or make necessary telephone contacts to assure their prompt return.
- 1.2-4(E)** No document shall be released from the District office for more than 24 hours, except that 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.

1.2-4(F) The approved document check-out slip shall take the following form:

DOCUMENT CHECK-OUT SLIP

Document Number \_\_\_\_\_

Document Title \_\_\_\_\_

Work Order Number \_\_\_\_\_

Project Title \_\_\_\_\_

Description of Document \_\_\_\_\_

Firm's Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Person Taking Document \_\_\_\_\_

(Signature)

Document Released \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Document Returned \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Document Format:  Mylar       Microfilm       Microfiche       Bluelines  
 Vellum       Sepia       Paper       Other

No. of Items Checked Out: \_\_\_\_\_

Reason for Checking Out Items: \_\_\_\_\_

**SECTION 1.3 KEYS TO DISTRICT FACILITIES AND EQUIPMENT****SECTION 1.3 KEYS TO DISTRICT FACILITIES AND EQUIPMENT POLICY**

Keys, entry codes, and electronic access devices to all District facilities and equipment shall be handled in a way which provides adequate control and security.

**1.3-1 PROCEDURE****1.3-1(A) General**

- (1) Key(s) issued to District employees shall be issued with the prior approval of the employee's department manager.
- (2) A central record of the employee's name, date the key was issued, and a listing of the keys issued (i.e., brand, number, and purpose) shall be maintained by the Safety Office. This record shall be reviewed and updated periodically. Security related keys that give access to critical facilities such as storage tanks or pump station sites and buildings are controlled by the Safety Office.
- (3) Electronic access devices and entry codes will be issued, monitored and a record maintained.
- (4) The employee shall be responsible for all keys and electronic access devices issued in his/her charge. Whenever an employee terminates, he/she shall immediately return all these to the Human Resources Department or their supervisor.
- (5) If a key or an electronic access device issued to an employee is lost, he/she should immediately report the lost key to his or her supervisor who will report it to the proper department so the records can be corrected.

**1.3-1(B) Keys to District Facilities**

- (1) Keys, entry codes, and electronic access devices to District buildings shall be issued according to need.
- (2) District keys, electronic access devices, and entry codes shall not be released to any other party without the prior approval of the department director or his/her designee.
- (3) In cases where joint access to areas such as District easements is necessary, multiple locks shall be installed. Locks in addition to the District's lock shall be supplied and maintained by the private party or other public agency wishing access. Multiple locks shall be attached in a way that access to an area can be obtained by unlocking one lock. Multiple locks shall only be placed with District approval and to District satisfaction.

**1.3-1(C) Keys to District Equipment**

- (1) Keys to cars garaged at the Administrative Office shall be kept by the Receptionist/Cashier who shall keep a record of individuals using District cars along with the expected return time.

**SECTION 1.3**

**KEYS TO DISTRICT FACILITIES AND EQUIPMENT**

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- (2) Keys to all District vehicles and construction equipment shall be the responsibility of the Operations Center Manager who shall keep a duplicate key for each, located in the key cabinet in the Operations Center archive storage room or lube bay area.
  
- (3) After hours, all District equipment outside of the equipment shed at the Operations Center shall have the ignition key locked in the key cabinet located at the warehouse loading dock where it can be readily available in an emergency.

**1.4-1 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.

**1.4-2 GENERAL GUIDELINES**

The Secretary of State shall establish the Local Government Records Program (“State 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)].

Helix Water 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:

- (1) Legal authority citing a specific retention period pursuant to the California Code or other regulatory compliance schedule.
- (2) Determination of the purpose of a document and the appropriate retention for that purpose.
- (3) Determination of historical value.
- (4) 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.

**SECTION 1.5 STATEMENT OF INVESTMENT POLICY****SECTION 1.5 STATEMENT OF INVESTMENT POLICY****1.5-1 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 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.

**1.5-2 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.

**1.5-3 POLICY**

Investments shall comply with the requirements of Sections 53600, and 53684 of the Government Code. No investment shall be made unless authorized by 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 (LAIF) offered by the Treasurer of the State of California. Total funds deposited shall be restricted to LAIF's limit, currently 40 million.
- b) Government securities with the full faith and credit of the federal government. Those instruments are:
  - U.S. Treasury (bills, notes, and bonds)
  - Government National Mortgage Association (GNMA)
  - Small Business Administration (SBA)
  - Farmers Home Administration (FMHA)
  - General Services Administration (GSA)
- c) Federal instrumentalities which do not carry the federal guarantee but which are guaranteed or supported by the U.S. Treasury:
  - Federal National Mortgage Association (FNMA)
  - Federal Home Loan Bank (FHLB)
  - Federal Home Loan Mortgage Corporation (FHLMC)
- 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% or eligible securities which exceed the total deposit by 10%.

- e) Money market funds which comply with the California Government Code, are regulated by the SEC, and whose portfolios consist only of domestic securities.
- f) The treasurer shall not invest 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 LAIF no more than 20% of the funds of the District shall be invested in the investments permitted in items (d) and (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.

#### **1.5-4 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 36 months without prior approval of the Board of Directors.
- f) Investments of the District with maturities greater than one year shall be marked to market at least two times per calendar year.
- g) The Treasurer shall provide a report of investments and cash balances to the Board of Directors on a monthly basis.

**SECTION 1.6 FLUORIDATION AT THE R.M. LEVY WATER TREATMENT PLANT**

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**SECTION 1.6 FLUORIDATION AT THE R.M. LEVY WATER TREATMENT PLANT****1.6-1 POLICY**

The District will fluoridate its treated water in accordance with Chapter 15, Article 4.1 of Title 22 of the California Code of Regulations. For the first 12 months of fluoridation the operation and maintenance costs will be funded by the CDA Foundation. The continuation of fluoridation beyond the first 12 months will be an option of the Board of Directors based on the need for and availability of external funding. The District will commence fluoridation in conjunction with fluoridation at Metropolitan Water District's Skinner filtration plant.

**1.6-2 GENERAL**

- a) Fluoride levels will be maintained within the control range of 0.7 to 1.3 mg/l and as close as practical to the optimum dose of 0.8 mg/l as established by the California Department of Public Health (CDPH).
- b) Consumers, local health departments, pharmacists, dentists and physicians in the District's service area will be notified of the following:
  - Initiation of fluoridation
  - Suspension or reinitiation of fluoridation if fluoride feed is suspended for more than 90 days.
- c) The District will comply with the Operations Plan approved by CDPH.

**SECTION 2.1 WATER AVAILABILITY FOR BUILDING AND GENERAL CONSTRUCTION NEEDS (TEMPORARY METERS)**

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**SECTION 2.1 WATER AVAILABILITY FOR BUILDING AND GENERAL CONSTRUCTION NEEDS (TEMPORARY METERS)****2.1-1 POLICY**

Water shall be made available for building and general purpose construction under the District's Rates and Rules.

**2.1-2 RELATED PROCEDURES**

See Section 2.12, *District Fees and Charges*.

**2.1-3 PROCEDURES****2.1-3(A) Temporary Meters on Existing Facilities**

- (1) A customer wishing the installation of a temporary meter on existing facilities makes a request of the Customer Service Department at the Administrative Office.
- (2) The Customer Service Representative will request from the customer the meter capacity needed and location preferred. Temporary meters will be installed only at locations approved. If the meter is to be installed on an existing fire hydrant in the City of La Mesa, a use permit from the city shall be the responsibility of the customer requesting the temporary meter.
- (3) After the capacity and location are approved, the Customer Service Representative will complete an installation request form which shall show the deposits paid, the capacity of temporary meter needed, the location, and identifying customer information. The standard Counter Work Order procedure shall be followed for distribution (see Section 2.8 *Engineering and Counter Work Orders*).
- (4) 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.
- (5) 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 or reduce the meter size and charge the service call to the customer. Such modifications shall be at the discretion of the District.
- (6) The District will secure the temporary meter to the facilities by means of a chain and padlock when the meter is installed on a fire hydrant. The temporary meter shall be installed, moved, or removed by District personnel only. The customer is responsible for the security of the meter.
- (7) On single-outlet fire hydrants, the District will provide an additional connection for use by the fire department. On multi-outlet hydrants, installation shall be on the lower of the two 2-1/2" outlets except where it will interfere with traffic.

**HELIX WATER DISTRICT POLICIES & PROCEDURES MANUAL**  
**SECTION 2.1 WATER AVAILABILITY FOR BUILDING AND GENERAL**  
**CONSTRUCTION NEEDS (TEMPORARY METERS)**

- (8) The following are minimum and maximum hose sizes to be used with construction meters:

Low flow (up to 50 gpm)	1" maximum
Medium flow (50-250 gpm)	1-1/2" minimum, 2-1/2" maximum
High flow (more than 250 gpm)	2-1/2" maximum

If at any time there is a hose on the outlet of a medium or high flow meter smaller than 1-1/2", the District may remove the meter and install a low flow construction meter and an additional service charge will be added.

- (9) When installing a temporary meter, the District shall provide a shut-off 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.
- (10) When the customer has completed use of the meter, he/she should request its removal. The District will deduct the cost of the final billing from the deposit before it is returned.
- (11) 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 for more than seven days past the due date, the temporary meter will be removed. Costs of removing or reinstalling the meter will be added to accrued charges and charged against the customer's deposit.
- (12) Temporary meters on existing facilities shall be provided with approved backflow devices.

**2.1-3(B) Service in New Developments Prior to Acceptance of Water Facilities**

- (1) General
- (a) For purposes of this section, water facilities shall include water mains, service laterals, and appurtenances.
- (b) Prior to acceptance of the facilities, the Inspection Department may authorize the installation of all permanent meters with the understanding that the developer has the ultimate responsibility for all water facilities until accepted by the District by the filing of a Notice of Completion. The following conditions must also be met:
- (1) The water system has been tied into the District's existing facilities and can be physically controlled by access to all valves, blow-off assemblies and air valves without

## SECTION 2.1

**WATER AVAILABILITY FOR BUILDING AND GENERAL  
CONSTRUCTION NEEDS (TEMPORARY METERS)**

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interrupting or adversely affecting service to existing units or those to be occupied.

- (2) The developer or contractor provides to the District all preliminary engineering record drawings showing all construction changes. Such information shall include the location and size of water services and the street addresses, lot numbers, and Assessor's Parcel Numbers for the entire project.
  - (3) All lots to receive a permanent water meter have been issued a building permit by the appropriate county or city building officials, and by all other agencies having jurisdiction.
  - (4) If meters are moved, tampered with, or found to be used improperly, the District will lock off the appropriate meters to control further misuse. If the District deems it appropriate to lock off certain meters, the developer will be required to obtain a fire hydrant construction meter for all construction water previously obtained through individual meters. The fire hydrant construction meter shall be used until the project receives a 100% completion notice by the District.
  - (5) Damaged meters will be repaired or replaced by the District with the materials, equipment, and labor costs charged against the project.
  - (6) The developer is ultimately responsible for all water consumption costs on a project, regardless of the individual name on the account, until the District has issued a Notice of Completion or change of ownership. After the Notice of Completion, the developer will remain responsible for all water charges related to the accounts that will remain in the developer's name.
  - (7) Helix Capacity Fees and San Diego County Water Authority Capacity Charges shall be paid at the time of application for meter.
- (c) Two types of temporary services are available as follows:
- (i) Temporary meter for building construction other than homes; and
  - (ii) Temporary meter on fire hydrant for general construction grading.
- (d) Temporary meters on existing facilities shall be provided with approved backflow devices.

**HELIX WATER DISTRICT POLICIES & PROCEDURES MANUAL**  
**SECTION 2.1 WATER AVAILABILITY FOR BUILDING AND GENERAL**  
**CONSTRUCTION NEEDS (TEMPORARY METERS)**

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Before service may be provided from a facility prior to acceptance by the District, the developer must enter into an agreement with the District guaranteeing the installation of the water facilities and including cash deposits, bonds, improvement drawings and necessary rights-of-way. Additionally, service will be considered available only after it is suitable for human consumption, all trenches are compacted, services installed, and meter boxes adjusted to grade.

(2) Temporary Meter for Building Construction Other Than Homes

- (a) Water use for construction of apartments or commercial buildings will be provided by a temporary meter on a service lateral. Temporary meter service is allowed for a maximum of 365 days unless approved by the District.
- (b) The temporary meter with backflow devices will only be installed after verification that the Agreement, bonds, fees, and easements are placed with the District and clearance from the Inspection Department (i.e., safe supply and general work completed) can be obtained.
- (c) Customer Service Representatives will write an order for installation of the temporary meter and make financial arrangements for the permanent meter. The customer will pay such meter deposits as required by the Rates and Rules for installation and removal of the temporary meter. The permanent meter order will be placed in the "Hold File" until the acceptance of the water facilities by the District, at which time the permanent meter will be installed.
- (d) While a 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 for more than seven days beyond the due date, the temporary meter will be removed from service. Costs of removing or reinstalling the meter will be added to accrued charges and charged against the customer's deposit.
- (e) At the District's discretion the permanent meter may be installed with an orifice plate that restricts the flow. Upon completion of all other District requirements, the orifice plate shall be removed by District personnel.

(3) Temporary Meter on a Fire Hydrant for General Construction and Grading

- (a) Water for general construction and grading work may be obtained from facilities not yet accepted by the District. A temporary meter on a fire hydrant may be approved at the Administrative Office. Temporary meter service is allowed for a maximum of 365 days unless approved by the District.
- (b) A temporary meter will only be approved after verification that the Agreement, bond, cash deposit, and easements have been placed with the District and clearance from the Inspection Department obtained (i.e., construction completed to a point that water is safe to use and work generally in order).

**SECTION 2.1**

**WATER AVAILABILITY FOR BUILDING AND GENERAL  
CONSTRUCTION NEEDS (TEMPORARY METERS)**

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- (c) Provided the facilities are cleared for service, the same procedure shall be followed to secure construction water as was followed under Section 2.1-3(A) Temporary Meters on Existing Facilities.

**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 District records indicate as locked; connections to nonapproved 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****2.2-4(A) Usage Through Locked Meters**

- (1) Unlocking the meter without authorization is a violation of state law and shall be considered stealing water. 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).
- (2) Any meters which are noted as locked on District records and which show usage shall be relocked. A second investigation shall be made within a week to verify that the meter remains locked. Meters which show usage on the second investigation will be removed and the curb stop locked. A deposit and reinstallation charge will be required before the meter can be replaced and service reestablished as shown in Section 2.12.

**2.2-4(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. If usage continues, the Customer Service Department will be notified so the District may take appropriate action.

**2.2-4(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 [see Section 2.1, *Water Availability for Building and Construction Needs (Temporary Meters)*] or preauthorized by the District.

**2.2-4(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 (see Section 2.12-3, *Fees for Unauthorized Use of Water*).
- (2) All other charges that would have accrued if authorization for such use had been secured will be applied, including bimonthly or monthly service, installation and removal, and any other applicable charges.
- (3) Additional charges shall be made as necessary to recover the costs of any District property which has been damaged.

**2.2-4(E) Resale of Water**

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

**2.2-4(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.

**2.2-4(G) Unauthorized Regulation of Water**

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

**2.2-4(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:

Section 498, Penal Code	Stealing water, taking water without authority or making unauthorized connections.
Section 625, Penal Code	Taking water after works have been closed or meter sealed.
Section 592, Penal Code	Taking water without authorization.
Section 607, Penal Code	Damaging tanks, flumes, reservoirs, etc.
Section 624 Penal Code	Breaking, cutting or obstructing pipes, etc.
Section 4455, Health and Safety Code	Bathing (swimming) in reservoirs, etc.

**SECTION 2.3 CUSTOMER BILLING AND COLLECTIONS – WATER ACCOUNTS****SECTION 2.3 CUSTOMER BILLING AND COLLECTIONS – WATER ACCOUNTS****2.3-1 POLICY**

Customers shall be charged for all water furnished in accordance with the Rates and Rules as established by the District.

**2.3-2 RELATED PROCEDURES**

See Section 2.5, *Turnoff for Nonpayment*.

See Section 2.12, *District Fees and Charges*.

**2.3-3 BILLING PROCEDURES****2.3-3(A) Normal Billing Procedure**

- (1) Each water account shall be billed bimonthly.
- (2) Accounts are delinquent after twenty (20) days.
- (3) Delinquent accounts shall have a late payment charge added, as shown in Section 2.12, and a Final Notice will be mailed. If a customer has not been late within the two-year payment history, or a new customer has a record of the first three payments made on time, the first penalty will automatically be waived.
- (4) If this Final Notice does not result in a payment, steps outlined in Section 2.5, *Turnoff for Nonpayment*, shall be followed.

**2.3-3(B) Closing Bill Procedure**

- (1) Whenever a customer closes an account, a final reading will be taken and a closing bill rendered. To prevent the ongoing cost to the District for reading and inspecting the meter once the account is closed, service must be initiated within one year of the date the account is closed or the meter will be removed and a fee will be required for meter reinstatement.
- (2) For amounts due on closing bills beyond twenty-one (21) days, a letter shall be sent to the customer as a final reminder of the amount past due. At this time the customer shall also be notified that additional collection steps will be taken to guarantee 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, *Turnoff for Nonpayment*, if the balance remains unpaid.

**2.3-3(C) Classes of Service**

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

Domestic	(D)	Single-family residence
Multiple	(M)	More than one residential unit served by the same meter (apartments, mobile home parks, etc.)
Commercial	(C)	Business or mixed business and residential on the same meter.
Government	(G)	Government agencies, (cities, state, school districts, etc.)
Irrigation	(I)	Landscape only, no dwellings or businesses served.
Temporary	(T)	Temporary meters used for construction purposes.
.....	(P)	Domestic outside District use (single-family residence with water meter in District, but water actually used outside District).
.....	(N)	Same as class (P), but serving a multiple dwelling.
.....	(O)	Same as class (P), but serving a government customer.
Dialysis	(Q)	Domestic account with special water rate credit due to medical condition (requires physician's verification).
Fire Service	(S)	Fire protection lateral (not metered).
Fire Service	(U)	Fire protection lateral (not metered) government agencies.

**2.3-3(D) Disputed Bill Procedure**

- (1) Any customer desiring to contest the validity of his/her bill shall, before the delinquent date, notify the District's Customer Service Department. If a representative of the Customer Service Department 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.
- (3) In the event that the Review Manager's response is not satisfactory, the customer, within seven (7) calendar days, may 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 shall not be discontinued during the period the validity or accuracy of a bill is being contested. When a decision has been reached, all charges and penalties shall be paid by the due date for the bill or seven (7) calendar days from the decision, whichever is the latter, to ensure continued service.

**SECTION 2.4 DEPOSITS ON CUSTOMER ACCOUNTS****SECTION 2.4 DEPOSITS ON CUSTOMER ACCOUNTS****2.4-1 POLICY**

If an applicant for new service or an existing customer seeking reinstatement of service has an unsatisfactory credit record, 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**

- 2.4-2(A)** When water service to a customer has been scheduled to be discontinued for nonpayment of a check or an auto-pay returned by the customer's bank twice in the last twelve months, a deposit will be required. If a credit check reveals an unsatisfactory record, a deposit may also be required for a customer. In addition, if there is a history of two or more consecutive unpaid water balances at a property, a cash deposit or credit report showing a satisfactory record may be required. 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, or be subject to payment of a deposit in the form of cash, money order, cashier's check, or credit card. Deposits will be based on twice the average annual bimonthly billing for the account or as determined by the Customer Service Manager.
- 2.4-2(B)** No interest will be paid on the deposit. Service to the customer shall be rendered according to all existing rules and regulations. The deposit will not excuse future late payments.
- 2.4-2(C)** The deposit may be in the form of cash, personal check, cashier's check, credit card, certificate of deposit issued by a commercial bank or savings and loan, or bond or any other comparable guarantee subject to the approval of the Customer Service Manager. If the deposit is required as a result of returned checks, deposit should be paid in the form of cash, money order, cashier's check or credit card.
- 2.4-2(D)** When a customer has a record of prompt payment for one year, the deposit will be refunded.
- 2.4-2(E)** If the account is closed, the deposit will be returned less any sums owed the District.
- 2.4-2(F)** When a deposit is required and the customer is unable to make immediate payment in full, half of the outstanding balance, including the deposit, must be paid to maintain service, with the remaining balance due within seven (7) days.
- 2.4-2(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(C).

**SECTION 2.5                    TURNOFF FOR NONPAYMENT**

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**SECTION 2.5                    TURNOFF FOR NONPAYMENT****2.5-1    POLICY**

The 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 shut-off.

"Turnoff" 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*

**2.5-4    PROCEDURE****2.5-4(A)            Procedure Prior to Turnoff**

- (1) Any customer's account which remains unpaid beyond the due date of the final notice will be subject to turnoff.
- (2) 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. For residential service, at least 48 hours before actual shut off, the District will make a reasonable, good faith effort to contact an adult person residing at the premises by telephone. If the District is unable to contact an adult person residing at the premises, the District shall post a notice on the premises of the pending termination, a service provided by the District for which the customer will be charged [see Section 2.12-2(C)].

For all other services, including commercial, through a master meter, multi-unit residential structure, mobile home park, farm labor camp where the owner/manager/farm labor employer is the customer of record, at least ten days before actual shut off, the District shall post a notice on the premises of the pending termination, a service for which the customer will be charged [see Section 2.12-2(C)].

Shut off will occur unless the customer has requested and received approval for amortization of payments. Amortization must be requested within 13 days of mailing notice of delinquency and impending termination. Amortization may not exceed 12 months, and would require customer to keep all future billings current. (See Section 2.3 - *Customer Billing and Collections - Water Accounts.*)

- (3) When a check or an auto-pay is not honored by a customer's bank (returned check), the account shall be considered unpaid and subject to turnoff.

- a. In the event that it is determined that a returned check or returned auto-pay payment was made in person or placed in the dropbox on the shutoff deadline date in order to avoid service interruption and/or a deposit charge, a doorhanger will be delivered to the service address advising the customer that payment for the returned check or returned autopay must be made within two business days and that payment must be made with cash, money order, or credit card, only, in order for water service to be maintained.
- b. In the event a customer submits a check for payment which is returned by the bank as "Account Closed" twice within one year, a letter will be mailed to the customer notifying them that only cash, money order, cashier's check, or credit card will be accepted for three consecutive future billing periods.
- (4) Any accounts with a balance due equal or less than the amount of the service call charge and/or the 48-hour notice fee [see Section 2.12-2(C)(1)] exclusive of penalties shall not be turned off. The charges shall be carried forward to the next regular bill.
- (5) Unpaid balances for damage to District property or miscellaneous charges may result in the discontinuance of water service.

**2.5-4(B) Turnoff of Water Accounts**

- (1) At the time service is discontinued, a notice will be posted at the meter advising of the District's action. The notice shall contain the account number, the amount due, and the address of the District's Administrative Office where payments will be accepted. Once 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 Administrative Office to have mailed a payment which was not received by the turnoff date or because of other unusual circumstances, service may be continued until scheduled follow-up shut-off.
- (3) Following payment of delinquent charges, customers whose water service is reinstated after 5:30 p.m. will be required to pay an after-hours fee. (See Section 2.12 for After Hours Reinstatement Fee.)

Customers whose water service is reinstated prior to 5:30 p.m. will pay a regular service call charge.

**2.5-4(C) Collection and Restoration of Water Service**

- (1) If a customer does not have sufficient funds for full payment of the bill, water service may be restored with payment of at least one half the outstanding charges. The balance must be received within seven days of the first payment to ensure continued water service.

- (2) Payment of all charges, including any field service calls, as outlined in Section 2.12, will be required for restoration of service.

**2.5-4(D)            Follow-up After Turnoff**

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

**SECTION 2.6 METER FAILURE – BILL ADJUSTMENT****SECTION 2.6 METER FAILURE – BILL ADJUSTMENT****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 the District. When a request is received for reinstatement, all charges will apply according to Section 2.12 of the Policies and Procedures Manual.

**2.6-2 RELATED PROCEDURES**

See Section 2.12, *District Fees and Charges*

**2.6-3 PROCEDURE**

- 2.6-3(A)** If a meter fails, an estimated bill shall be rendered. In estimating a bill, the usage from the same period one year earlier shall be used. Other factors which have an effect on water use such as changes in land use, dwelling units, number of occupants, climatic conditions, and usage for the period immediately proceeding shall be considered.
- 2.6-3(B)** Any bills which are estimated must so indicate when they are sent to the customers.
- 2.6-3(C)** A customer may request that a meter be tested for accuracy. A deposit shall be placed with the District to cover the cost of the test. The amount of the deposit shall be in accordance with Section 2.12. If it is found that the meter does not register more than 2% above true registration, the deposit will be retained by the District. If the meter is found to register more than 2% above true registration, another meter will be installed by the District and the deposit returned to the consumer and an adjustment of charges made to the three previous bills.

**SECTION 2.7 FIRE SPRINKLER SYSTEM LATERAL****SECTION 2.7 FIRE SPRINKLER SYSTEM LATERAL****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:

Section 2.12, *District Fees and Charges*

Section 4.1, *Land Development*

Section 4.6, *Fire Protection Policy*

Section 5.3, *Cross-Connection Control*

**2.7-3 DEFINITIONS**

**Fire Sprinkler Lateral:** A separate lateral, sized (6-inch diameter minimum) for fire flows shall be directly connected to the District's distribution system. The fire sprinkler 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 device shall be maintained and operated by the property owner. Backflow prevention devices shall be required for all fire sprinkler laterals and maintained by the property owner, as specified in Section 5.3 Cross Connection Control, and located within private property or at such other point designated by the District.

**2.7-4 PROCEDURES****2.7-4(A) General**

- (1) Fire sprinkler laterals shall supply water to fire protection systems only and no other water use shall be permitted from such facilities. A fire sprinkler lateral will not be permitted on premises not served by a standard water meter.
- (2) Unauthorized use of a fire sprinkler lateral shall be grounds for discontinuance of service and fines as provided in Section 2.2.
- (3) The 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 emergency.
- (4) Fire sprinkler laterals may serve more than one building within a legal lot. A fire sprinkler lateral may only serve one legal lot.

**2.7-4(B) Application and Estimate**

- (1) The developer may request in writing or in person that the District prepare a preliminary cost estimate for installation of a fire sprinkler lateral. A fee for the 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 sprinkler lateral, the size of the lateral, address of the property, assessor parcel number, legal description of the property, and the approximate distances to adjacent streets or existing water facilities should accompany the request.
- (2) A water main estimate for private land developments which includes the installation of a fire sprinkler 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 sprinkler lateral which includes labor, material, and equipment required. A fee for a field estimate is required per Section 2.12, *District Fees and Charges*.
- (4) The estimate will be transmitted in writing to the developer. The amount quoted is an estimate only and the developer shall be responsible for the actual installation cost incurred by the District.
- (5) A copy of the standard *Application for fire Sprinkler System Lateral, Cross-Connection Control Guidelines*, and the *Procedure for Fire Sprinkler System Lateral Installation in the Helix Water District* will be sent to the developer, along with the cost estimate. The estimate letter will also state the limits of District responsibility for the lateral (i.e. property line, edge of easement, or other point designated by the District), and an expiration date of the estimate.

**2.7-4(C) Installation**

- (1) The developer will complete the application and return it with the estimated installation cost for the lateral. The Customer Service Department will process a Counter Work Order and apply for the necessary encroachment permits. One copy of the Counter Work Order will be given the developer. Upon receipt of the encroachment permit, one copy of the Counter Work Order and the permit will be sent to the Operations Center.
- (2) The Engineering Department will advise the Customer Service Department whenever a fire sprinkler lateral is constructed with other than District forces. The Customer Service Department will prepare a Counter Work Order so that an account can be established. The Counter Work Order will be issued at no charge. The Inspection Department will return the Counter Work Order to Customer Service after lateral is in service for establishment of account number and billing.
- (3) The Application for a Fire Sprinkler System Lateral must be signed by either the Owner or the Lessee involved.

- (4) 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.
- (5) 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 sprinkler system. The owner/developer must contact the local fire agency to determine requirements.
- (6) Construction of the fire sprinkler lateral must be installed 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.
- (7) Inspection of the private piping is required by the District and the local fire agency with jurisdiction before the line and connection can be cleared for use.
- (8) Only authorized District personnel shall operate the gate valve on the lateral and then only after the entire installation has been cleared by the District's representative.

**2.7-4(D) Fire Sprinkler Lateral Activation**

- (1) When the fire lateral request is initiated, Customer Service will assign an account number to the lateral. After the fire lateral is completed, the Counter Work Order will be returned to the Customer Service Department and Accounting Department for initiation of service and billing and final accounting of the work. Additional costs incurred above the estimated amount will be charged to the developer.
- (2) The District will enter into the GIS System the location of the fire service lateral, the account number assigned the lateral, and the limits of District responsibility measured from the gate valve.
- (3) A "Backflow Prevention Assembly Field Testing and Maintenance Report" must be received and approved by the District's Cross Connection Control Coordinator, before the fire service lateral will be activated.
- (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 device as specified in Section 5.3 Cross Connection Control.
- (6) The bimonthly billing will continue until the customer 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 customer wishes to abandon the fire service, the customer shall provide a letter from the Fire Department stating the fire system is no longer required. The customer is responsible for costs associated with removal or abandonment of the fire service.

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**SECTION 2.8 ENGINEERING AND COUNTER WORK ORDERS**

**2.8-1 POLICY**

Work Orders 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 DEFINITIONS**

**2.8-2(A) General**

Work Orders will be required for the following type projects:

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

**2.8-2(B) Engineering Work Orders**

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

- Planning Files
- Water Main Extensions
- District Capital Projects
- Special Studies
- Force Account Work
- Other Projects Designated by the Engineering Department

**2.8-2(C) Counter Work Orders**

Work Orders which to a lesser degree require engineering services will be referred to as Counter Work Orders. Generally they are as follows:

- Fire Hydrant Assembly Installations
- Fire Hydrant Head Changes
- Fire Service Installations
- Water Service Installations
- Abandonments, Relocations, and Facility Adjustments
- Various Other Projects

### 2.8-3 PROCEDURE

#### 2.8-3(A) General

District Work Orders are prepared by District personnel. All Work Order numbers assigned will be maintained in the computer Work Order program.

#### 2.8-3(B) Engineering Work Order

- (1) The District will coordinate obtaining encroachment permits and right-of-way clearance prior to start of construction. Environmental evaluation will be completed in a timely sequence so the project can be constructed on schedule. Construction drawings and permits are transmitted to the Operations Center as soon as they are available, however, for private contracts, until the bond agreement, fire service agreement (if necessary) have been completed, cash deposit obtained, granting of easement (if necessary), material submittals approved by the District, and all of the above administrative steps accomplished, the project will not be released for construction.
- (2) Direct and indirect costs incurred in completing a project will be charged to the Work Order as follows:

##### (a) General

- (i) All labor, materials, and equipment shall be charged to the Work Order.
- (ii) Overhead and warehousing costs shall be added by the Accounting Department to all Work Order Accounts.

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

When the Work Order is established, charges for engineering, District work, and permit fees shall be obtained by the Accounting Department from the Water Main Estimate worksheet and shall be charged to the Work Order. Offsetting credits shall be made to the General Engineering account. Inspection and all other District work shall be charged at actual cost including both direct and indirect labor costs.

#### (3) Overhead and Warehousing Charges Criteria

For the purpose of determining the total cost of the project, overhead and warehousing charges shall be added directly to the Work Order as follows:

- (a) **Overhead on labor** - percentage of all labor time charged to the Work Order.
- (b) **Warehousing costs** - percentage of all material costs charged to the Work Order.

The Accounting Department 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 and GIS Departments.
- (5) Prior to recommending a Notice of Completion on the project, the District will initiate a final accounting of the Work Order. This accounting will review all labor, material, and equipment charges, inclusive of encroachment permits, engineering, and inspection fees, against the Work Order number to confirm that each is reasonable and complete.
- (6) When all charges to a Work Order have been verified, a tabulation of District costs will be made on the closing sheet. When the charges to the Work Order 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 will be billed for the difference.
- (7) Until the developer pays any outstanding charges owed the District, and provides adequate easements, and complete "as-built" drawings, a Notice of Completion cannot be recommended.
- (8) If required by the Engineering or Inspection Departments, the developer's engineer shall complete "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 for any refund due and take steps to close the Work Order on the project. A refund cannot occur if a Stop Notice has been filed against the project. District counsel should be consulted if a Stop Notice is filed on the work.

**2.8-3(C) Counter Work Orders**

- (1) When a Counter Work Order is assigned, Customer Service applies for an Encroachment Permit prior to releasing to the Operations Center. One copy of the completed Counter Work Order form will go to the customer as a receipt and the original copy to the Operations Center.
- (2) The Operations Staff will perform the work requested in the Counter Work Order in a timely manner charging all labor, equipment, and materials [including overhead and warehousing per Section 2.8-3(B)(6)] to the Counter Work Order number.
- (3) When the work is complete, the original Work Order is returned to the Customer Service Department for documentation and/or account establishment and then forwarded to Accounting.

- (4) A construction report shall be completed and routed through the Administrative Office, Engineering Department, Information Services Department, and Customer Service for record keeping purposes.
- (5) The Accounting Department will cost account the project and then refund or bill the customer and close the Counter Work Order.
- (6) The Counter Work Order cannot be closed until any outstanding charges are resolved. When all payments have been made to the District, the Accounting Department will close the Work Order.
- (7) Counter Work Order outstanding charges shall be added to customer accounts if remaining unpaid after due date.

**SECTION 2.9 LOW WATER PRESSURE POLICY****SECTION 2.9 LOW WATER PRESSURE POLICY****2.9-1 POLICY**

The 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 (psi) 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**

**2.9-3(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.

**2.9-3(B)** New customers requiring more pressure may obtain such pressure at the customers' sole expense and responsibility.

**2.9-3(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**

**2.9-4(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.

**2.9-4(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.

**2.9-4(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**

**2.9-5(A)** Notwithstanding the above, the 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.

- 2.9-5(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), above, are the sole responsibility of the customer regardless of operating conditions of the District.

**SECTION 2.10 MISCELLANEOUS PROCEDURES****SECTION 2.10 MISCELLANEOUS PROCEDURES****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**

Section 1.2, *Standard Reproduction Cost for Maps and Other Public Records*

Section 2.12, *District Fees and Charges*

Section 4.1, *Land Development*

Section 4.2, *Extension of Water Facilities*

Section 4.4, *Plans and Specifications - Issuance and Refund*

**2.10-3 PROCEDURES****2.10-3(A) Plan Checking**

- (1) The District's Engineering Department will review all proposed public improvements submitted to the District for signature by the Director of Engineering/Chief Engineer or his/her designee. Prior to the District initiating work on the review, the developer/owner will pay the required planning file, plan check and other fees as required in Section 2.12.
- (2) The plan check fee is not applicable to any improvement plans being reviewed in connection with a water main extension project. Section 4.2, *Extension of Water Facilities*, will cover those costs. Public improvement projects being developed by the city/county that do not require water facilities shall not be subject to a planning file or plan check fee.
- (3) The Customer Service Department will receive improvement plans for review at the counter. If the improvement plans are not being prepared under a water main estimate, a fee for plan checking will be charged. The developer/owner will pay the appropriate fee at the Customer Service counter. A copy of the receipt will be attached to the plans when transmitted to the Engineering Department and/or placed in the Project Planning File. 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 drawings will be submitted to the Director of Engineering/Chief Engineer or his/her designee for signature. The developer/owner shall deposit all fees for installation, abandonments, relocations, or adjustments called out on the plans 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 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 ten (10) copies of the approved plans for water main extension plans and eight (8) 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 District General Manager.

**2.10-3(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 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.

**2.10-3(C) Single Fire Hydrant Flow Tests**

- (1) The 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 fire hydrant flow tests during periods of drought or low water storage.
- (3) If the hydrant can be tested without property damage, the District will accommodate the request. A fee as outlined in Section 2.12 will be charged before the flow test can be scheduled.
- (4) The Engineering Department will request that the flow test be scheduled by field personnel at their earliest opportunity.
- (5) 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.

(6) Section 4.6, *Fire Protection Policy*, should be consulted for additional information.

**2.10-3(D) Miscellaneous Field Estimates (3" and larger meters, meter relocations, etc.)**

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 – REGULATIONS****SECTION 2.11 PUBLIC USE OF LAKE JENNINGS – REGULATIONS****2.11-1 POLICY**

The District provides public access to Lake Jennings Reservoir for recreational fishing and camping. This use cannot impair Lake Jennings as a safe and proper drinking water supply for the District's customers.

**2.11-2 RELATED PROCEDURES**

See Section 2.12, *District Fees and Charges*

**2.11-3 OPERATING PERIOD**

Operating hours will be established by the General Manager and published to the public.

**2.11-4 FEES**

The District operates the lake on a nonprofit basis. The fee structure at Lake Jennings is established to recover the operating expenses for the fishing program and the campground. The fee structure also includes capital recovery for minor improvements in the recreation facilities at Lake Jennings. The fee structure for fishing, camping, and boat rental shall be as adopted by the Board and posted at the site (see Section 2.12).

**2.11-5 CAMPGROUND FACILITIES**

The 96-space Lake Jennings Campground is open year round for campers. The campground, located on the north side of Lake Jennings, has spaces for trailers, campers, and tents. Operation of the campground will transfer from the County of San Diego to Helix Water District on January 1, 2009. Fishing is permitted from the campground area, but the perimeter road from the campground eastward is closed to motor vehicle traffic. Campers intending to fish must secure a fishing permit from the ranger at the campground entrance station. State fishing licenses are not sold on the premises and must be purchased elsewhere prior to entry to the lake. Loitering is prohibited.

**2.11-6 LAKE OPERATING RULES AND REGULATIONS**

**2.11-6(A)** Lake Jennings is a domestic water supply reservoir. Sanitary facilities and trash containers have been provided throughout the area. The use of these facilities is required to avoid contamination of the water supply and keep the boats, grounds, and shoreline in good sanitary condition.

- (1) No wading or swimming is permitted. Bodily contact with water by persons or animals is in violation of legal ordinance.
- (2) Littering is in violation of legal ordinance.
- (3) Hunting is not permitted on lake premises.
- (4) Firearms, bows, arrows, fishing bows or any device for the spearing of fish or frogs are forbidden.

- (5) Observe all posted signs on premises.
  - (6) Non-District vehicle traffic is permitted on paved roads only. Private vehicles are prohibited off of paved roads.
- 2.11-6(B)** The area of the lake and shoreline around the outlet tower, as posted by signs on buoys and on the shore, is closed to the public, in accordance with the regulation of the San Diego County Health Department.
- 2.11-6(C)** Lake Jennings fishing permits and California State fishing licenses are required prior to fishing. Fishing permits are sold at the Bait & Tackle Shop.
- State fishing licenses are not sold at the Bait & Tackle Shop. They must be purchased elsewhere prior to entry to lake premises.
- Fishing hours shall be as posted at the Bait & Tackle Shop. A Lake Jennings fishing permit is good for one day. Permittees desiring to re-enter must do so no later than one hour before the posted closing time.
- 2.11-6(D)** Boat rental tickets and PRIVATE boat launching tickets are sold at the Bait & Tackle Shop.
- (1) All boats must return to the boat dock at least 30 minutes before closing time. All boats will operate their outboard motors at idle speed after sunset.
  - (2) Any person desiring to purchase either a boat rental ticket or a PRIVATE boat launching ticket must present satisfactory identification of age 16 or older.
  - (3) Persons renting boats shall be responsible for any lost or damaged equipment.
  - (4) Boats shall not exceed 10 m.p.h. at any time on the lake.
  - (5) Boats shall always observe the “No Wake Rule” in order not to disturb shore fishermen or other boats. Abusive or unsportsmanlike operation of any boat will not be tolerated and is considered a violation of the rules and regulations.
  - (6) Personal watercraft, inflatable rafts, kayaks, sailboats, and Amphi-cars are prohibited. Zodiac-type inflatables with a discernable bow, wooden transom, and wood deck are allowed.
- 2.11-6(E)** The following fishing limits shall be in effect at Lake Jennings:
- (1) Five trout per person per day.
  - (2) Five catfish per person per day.
  - (3) Number of fish other than trout or catfish to be taken under one permit, shall be as stated in the State of California’s fishing regulations.

- 2.11-6(F)** Children under 16 visiting lake facilities must be accompanied by an adult. Any fish caught by children under 8 must be counted against the limit of the accompanying paying adult.
- 2.11-6(G)** Persons who use the lake facilities and engage in recreation activities do so at their own risk.
- 2.11-6(H)** The District will not be responsible for any loss or accident.
- 2.11-6(I)** For pollution and health reasons, no domesticated animals are permitted on lake premises.
- 2.11-6(J)** Violation of any of these rules and regulations will result in the exclusion of the violator from the premises. The District's rangers have full authority to enforce all of the provisions in these rules and regulations.
- 2.11-6(K)** The Bait & Tackle Shop can supply snacks, beverages, bait, and tackle.
- 2.11-6(L)** All rules and regulations of the state and county and Helix pertaining to sanitation and to recreation activities must be complied with, as well as those of the Coast Guard with regard to use of boats.

**2.11-6(M) Youth Fishing Program**

- (1) Any organized youth group with a prior reservation can fish for free.
- (2) Each youth must wear a nametag with organization name printed on the tag.
- (3) Members of the youth group 16 years of age and older must possess a valid fishing license.
- (4) Adults must purchase a day use permit if they choose to fish; however, we recommend that the adults devote their attention to the youths in order to give them the best possible fishing experience.
- (5) The count of how many children fished and the number and type of fish caught must be reported to the ranger when leaving the lake.

**2.11-6(N) Fishing Tournaments**

Fishing tournaments are allowed and can be scheduled with the Lake Ranger, subject to the following rules and regulations.

- (1) Tournament size is limited to a maximum of 25 boats.
- (2) Frequency of tournaments will be a maximum of one per month.
- (3) Tournaments shall be held only from September through May.
- (4) Night tournaments shall be held on Friday or Saturday nights only and must end by midnight.

- (5) Day tournaments shall be held only on non-open days.
- (6) Tournaments shall be open to all groups.
- (7) A \$30 per boat fee will be charged to cover District costs associated with managing the tournament.
- (8) Tournament participants must abide by all lake rules and regulations and boats shall meet all Coast Guard safety regulations.
- (9) Tournament hosts are required to provide required insurance certificates and execute hold harmless agreements prior to receiving approval of the tournament.
- (10) Consumption of alcoholic beverages is prohibited for tournament events.

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SECTION 2.12 DISTRICT FEES AND CHARGES

**2.12-1 POLICY**

The costs of the District are borne by water users and taxpayers only pay the taxes levied by the San Diego County Water Authority and The Metropolitan Water District of Southern California.

Normal water charges shall be the same for all users being provided similar services. Miscellaneous services provided by the District beyond a normal level shall be subject to special charges.

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

**2.12-2(A) Related Procedures**

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

See Section 2.13, *Submetering of Multiple Dwelling Developments*

**2.12-2(B) District Water Rates**

(1) **Base Charge** is a standard bimonthly charge which varies with the size of meter. The charge is made to recover the cost of customer service and the cost of demands placed upon the system by meters of various sizes.<sup>1</sup>

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

Meter Size	Each Billing
5/8"	\$ 34.80
3/4"	34.80
1"	71.06
1-1/2"	135.61
2"	213.07
2-1/2" to 3"	419.63
4"	652.01
6" & larger <sup>2</sup>	1,297.52

(b) The base charge for initial bills and closing bills will be prorated on a daily basis.

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<sup>1</sup> For land outside District and tax-deeded land, this charge shall be doubled.

<sup>2</sup> The base charge on fire flow meters will reduce to \$ 419.63 each billing for any customer who uses 60 units or below on a rolling six month average.

(2) **Commodity Charge** is a unit charge for the amount of water used. This charge is made to recover the direct costs of supplying water which includes water purchases, treatment, pumping, and other costs attributable directly to the amount of water used.

(a) Commodity Charge:

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

(i) **Single-Family Rate:**

Units	Cost Per Unit
0-10	\$ 1.70
11-30	2.35
31+	3.12

(ii) All other classes of service except single-family residence shall pay the following:

**Multiple, commercial, and irrigation** shall pay \$ 2.35 per unit.

**Government** shall pay \$ 2.35 per unit.

**Temporary** shall pay double the commercial rate and be billed monthly.

**Domestic outside District** shall pay the domestic rate, but the base charge is doubled.

**Multiple outside District** shall pay the multiple rate, but the base charge is doubled.

**Government outside District** shall pay the government rate, but the base charge is doubled.

**Dialysis** will pay one half of the domestic rate for the first 20 units.

**Fire service** shall pay a fixed bimonthly base charge and no commodity charge.

**2.12-2(C) Service Charges**

- (1) Charge for posting 48-Hour Notice or Tenant Letter on Premises \$15.00
- (2) Service Call Charge \$30.00
- (3) Charge for Checks Returned \$25.00
- (4) Start-up Fee \$15.00
- (5) Meter Restoration Fee \$144.00

- (6) After Hours Reinstatement Fee \$80.00  
(Due to nonpayment)

**2.12-2(D) 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 5% of the bill, but not less than \$1.00 or more than \$35.00 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.

**2.12-2(E) Submetered Accounts**

billed by owner shall not exceed the current District commodity rate as specified in Section 2.12. Owner may be required to provide records substantiating compliance with billing criteria, if requested by District.

**2.12-3 FEES FOR UNAUTHORIZED USE OF WATER**

**2.12-3(A) Related Procedures**

See Section 2.2, *Unauthorized Use of Water*

**2.12-3(B) Usage Through Locked Meters**

- (1) Any meters which are noted as locked on District records and which show usage shall be relocked. A second investigation shall be made within a week to verify that the meter remains locked. Meters which show usage on the second investigation will be removed and the curb stop locked. A deposit and reinstallation charge will be required before the meter can be replaced and service reestablished.
- (a) Deposit shall be twice the bimonthly water bill plus the standard meter reinstallation fee if the outstanding charges are not paid during business hours the same day as the meter removal. A service call charge will also be required.
  - (b) Plus any damage to District property.
  - (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.
  - (d) Unauthorized water use shall be charged at three times the estimated water use or \$100.00, whichever is greater. If unauthorized water is drawn from fire hydrant, charge shall be \$1,000.00, or as determined by Customer Service Manager.

**2.12-4 CHARGES FOR TEMPORARY METERS**

**2.12-4(A) Related Procedures**

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

**2.12-4(B) Temporary Meter Charge**

Approx. Capacity (in gals. per min)	Deposit Required	Monthly Service Charge Equal To
30 - 50	\$814	1" Meter Base Chg
150 - 200	\$1,684	1-1/2" Meter Base Chg
300 - 400	\$3,418	2" Meter Base Charge

The deposit may be doubled in cases where anticipated monthly expenses are greater than the standard deposit. The standard commodity charge for commercial accounts will be doubled for all construction water used, in addition to the monthly service charge. The following items shall be deducted from the meter deposit charge when the meter is removed from service:

- (1) \$232.00 for cost of installation and removal of the meter and backflow prevention device.
- (2) The fee for each meter relocation or service call is half the standard meter installation or removal fee [(section 2.12-4(B)(1)].
- (3) Any unpaid water charges.
- (4) The cost of any repairs required or materials lost or damaged and missing meters.
- (5) Charge is \$1,000.00 for direct unauthorized hook up to fire hydrant, or as determined by Customer Service Manager, for each occurrence.

**2.12-5 DEPOSIT FOR METER ACCURACY TEST**

**2.12-5(A) Related Procedures**

See Section 2.6, *Meter Failure - Bill Adjustment*

**2.12-5(B) Meter Test Deposit**

The consumer shall place a deposit with the District to cover the cost of the test, according to the following schedule of meter size:

- (a) 1" and smaller \$66.00
- (b) 1 ½" and 2" \$127.00
- (c) 3" and larger By Estimate Only

**2.12-6 CHARGES FOR METER AND LATERAL INSTALLATIONS**

**2.12-6(A) Related Procedures**

See Section 2.7, *Fire Sprinkler System Lateral*

See Section 4.6, *Fire Protection Policy*

**2.12-6(B) Charges for Meter and Lateral**

(1)

Meter Installation	
Size	Amount
3/4"	\$211.00
1"	\$285.00
1-1/2"	\$631.00
2"	\$827.00

Meter Relocation & Lateral Abandonment	
Size	Deposit Amount
¾" to 1"	\$1,800.00
1-½ " to 2"	\$2,900.00

Lateral Installation	
Size	Deposit Amount
1"	\$3,600.00
2"	\$5,800.00

Encroachment Permit	
Jurisdiction	Deposit Amount
El Cajon	\$300.00
La Mesa – Minor Work	\$390.00
La Mesa – Major Work	\$990.00
County of San Diego	\$400.00

A deposit is collected to cover costs to install a meter, lateral, or meter relocation which will include, but are not limited to, all labor, material, equipment. A refund will be provided if actual costs are less than the deposit collected. Additional fees shall be collected if costs

exceed the deposit collected. An additional deposit will be collected for the city/county encroachment permit and inspection fees.

- (2) In addition to the above meter charges, a service charge of \$144.00 will be made for one or any combination of the following services:
  - (a) Reinstallation of meter
  - (b) Increase in meter size
- (3) Reduction in meter size on existing lateral - no charge and no refund.
- (4) Increase in meter size - credit will be given for the current charge for only one meter for each new meter installation.
- (5) The abandonment or relocation of an existing lateral will require an initial deposit and shall be charged at actual cost.
- (6) A meter relocation will require an initial deposit and shall be charged at actual costs.
- (7) 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 San Diego County Water Authority's System Capacity Charge policies.
- (8) The District will collect Helix Capacity Fees effective at the date of purchasing the meter based on the most current District Capacity Fee policies.

**2.12-6(C) Fire Sprinkler Lateral**

- (1) Bimonthly billings will be rendered for each fire sprinkler lateral.
  - (a) Fire sprinkler lateral charge - bills are rendered bimonthly (each billing will be equal to the standard 1" meter base charge).
  - (b) Unauthorized, direct hook up water charge is \$1,000.00, or as determined by Customer Service Manager.

**2.12-6(D) Helix Capacity Fees**

- (1) The Helix Capacity Fee has two components: (1) the Buy-in portion, and (2) the New Water Supply portion. The Helix Capacity Fee will be collected based on the meter size purchased in accordance with the policies described in Section 2.16.

<u>Meter Size</u>	Hydraulic Capacity Factor	Buy-in Portion	New Water Supply Portion	Helix Capacity Fee
3/4"	1.00	\$ 6,947	\$ 3,125	<b>\$ 10,072</b>
1"	1.67	\$ 11,578	\$ 5,208	<b>\$ 16,786</b>
1-1/2"	3.33	\$ 23,155	\$ 10,417	<b>\$ 33,572</b>
2"	5.33	\$ 37,048	\$ 16,667	<b>\$ 53,715</b>
3"	10.00	\$ 69,466	\$ 31,250	<b>\$ 100,716</b>
4"	16.67	\$ 15,776	\$ 52,083	<b>\$ 167,860</b>
6"	33.33	\$ 231,552	\$ 104,167	<b>\$ 335,719</b>
8"	53.33	\$ 370,484	\$ 166,667	<b>\$ 537,151</b>

**2.12-7 CONNECTION FEES**

**2.12-7(A) Related Procedures**

See Section 4.5, *Connection Fee Policy*

**2.12-8 FEE FOR WATER MAIN EXTENSIONS**

**2.12-8(A) Related Procedures**

See Section 4.2, *Extension of Water Facilities*

**2.12-8(B) Water Main Estimate**

An initial deposit of \$954.00 and a planning file fee will be charged prior to the District initiating work to prepare a water main estimate. The deposit only will be credited against the total charges by the District to the project, upon start of construction. This deposit will cover plan check fees and is nonrefundable when the plan check process is completed and the project is canceled.

**2.12-9 CHARGES FOR STANDARD SPECIFICATIONS**

**2.12-9(A) Related Procedures**

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

**2.12-9(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 the District's standard specifications for the construction of potable water facilities and are only available at the Water Agencies' Standards Committee website: [www.sdwas.com](http://www.sdwas.com). There is no cost to view, download, or print the documents.

**2.12-10 FEES FOR REPRODUCING MAPS AND OTHER PUBLIC RECORDS**

**2.12-10(A) Related Procedures**

See Section 1.2, *Standard Reproduction Costs for Maps and Other Public Records*

**2.12-10(B) Fees**

Charges for any reproduction of District records for public use shall not exceed the actual cost of providing the copy(s). The District's schedule of charges shall be as follows:

Type Copy	Prevailing Cost
Photocopy 8-1/2" x 11" or 8-1/2" x 14"	\$0.10 each
Photocopy 11" x 17"	\$0.20 each
Multi Reductions	\$0.10 each reduction
Digital Copy	\$24 per hour of staff time to retrieve, scan and email digital copies

Microfilm Prints	\$1.00 each
"C+" Size (18" x 24") Prints	\$5.00 each
"D" Size (24" x 36") Prints	\$5.00 each
Larger than "D" size Prints, or full-size GIS printed map	\$10.00 each
Emailed electronic Prints	No Charge
CD with electronic information	\$10.00 each

**2.12-11 FEES FOR WATER AVAILABILITY SEARCH**

**2.12-11(A) Related Procedures**

See Section 4.1, *Land Development*

**2.12-11(B) Fees**

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

Boundary Adjustments	\$74
Site developments, multifamily and commercial building permits and conditional use permits	\$148
Subdivisions and parcel maps	\$148

These fees are nonrefundable.

**2.12-12 MISCELLANEOUS FEES**

**2.12-12(A) Related Procedures**

See Section 2.10, *Miscellaneous Procedures*

**2.12-12(B) Fees**

The following fees shall be charged for the noted services:

- |     |  |  |
|-----|--|--|
| (1) | Plan Check Fee   | \$283  |
|     | (Pertains to checking of construction drawings related to other than extension of water facilities, e.g., street improvement projects, grading plans.) |  |
| (2) | Quitclaim Deeds  |  |
|     | (a) Quitclaim of blanket easement  | \$153.00 + recording fee   |
|     | (b) Quitclaim of aligned easement  | \$174.00 + recording fee   |
|     | (c) Quitclaim of portion of Flume R/W (easement)   | \$388+ recording fee   |
|     | (d) Quitclaim of portion of Flume R/W (fee)  | \$525 + recording fee  |
| (3) | Document Processing Fees   |  |
|     | (a) Permit Agreement   | \$756 + recording fee  |
|     | (b) Lease/Rental Agreement   | \$839 (no recording fee)   |
| (4) | Quitclaim of Easement for Ingress/Egress   | \$388 + recording fee  |
| (5) | Release of Temporary Connection  | \$182 + recording fee  |
| (6) | Single Fire Hydrant Flow Tests   |  |
|     | (a) Field Flow Test  | \$506 deposit (billed actual costs)  |
|     | (b) Simulated Flow Test – Hydraulic Model  | \$290  |
| (7) | Miscellaneous Field Estimates  | \$345 (3" and larger meters, fire sprinkler laterals, fire hydrants, water facility relocations, etc.) |
|     | (This fee is nonrefundable and shall not be a credit against any installation cost.)   |  |
| (8) | Annexation Feasibility Review Deposit  | \$1,775  |
| (9) | Annexation Fee per Acre  | \$7,377 (shall be paid prior to the installation of water service or any required water facilities)    |

(10)	Overhead Rates Charged to Reimbursable Work Orders	
	(a) On Direct Labor	113%
	(b) For Materials Handling	12%
(11)	City/County Encroachment / Inspection Fees	Actual Cost
(12)	Encroachment Agreement	
	(a) Major	\$773
	(b) Minor	\$186
(13)	Special Investigation Fee	As determined by the Director of Engineering/Chief Engineer
(14)	Reimbursement Agreement	\$163
(15)	Other Reports, Study, or Special Investigation Preparation Deposit	\$1,775

**2.12-12(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**

**2.12-13(A) Related Procedures**

See Section 2.11, *Public Use of Lake Jennings - Regulations*

**2.12-13(B) Fees**

(1) Year-Round Fishing Fees

Senior Citizens (65+) and active military	\$7.00 per person/day
Adults	\$8.00 per person/day
Children Under 16 Years	\$3.00 per person/day
Children Under 8 Years	No Charge When Accompanied by Paying Adult
HWD Retiree and Spouse	No Charge
Daily Entrance Fee	\$1.00 No Fishing Privilege
Annual Entrance Fee	\$50.00 No Fishing Privilege

(2) Boat Rental

		Military Discount
Boat without motor (half day)	\$14.00	\$9.00
Boat without motor (full day)	\$19.00	\$14.00
Boat with motor (half day)	\$30.00	\$25.00
Boat with motor (full day)	\$40.00	\$35.00
Paddle Boat (per hour)	\$10.00	\$8.00

(3) Daily Launch Fees

Boats	\$8.00
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(4) Tournament Fees

Per Boat	\$30.00
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(5) Campground Fees

Effective January 1, 2009 for reservations made after July 1, 2008.

Full Hookup Sites (per day)	\$30.00
Full (No Sewer) Sites (per day)	\$26.00
Tent/No Hookup Sites (per day)	\$23.00
Reservation Fee (per reservation)	\$5.00
Access Fee (per person)	\$2.00
Transfer Fee (per reservation)	\$5.00
Cancellation Fee (per reservation)	\$8.00
Extra Camping Unit Fee	\$6.00
Extra Vehicle Fee	\$2.00
Youth Group Rate (per day)	\$50.00
Adult/Family Group Rate (per day)	\$75.00

**SECTION 2.13 SUBMETERING OF MULTIPLE USE DEVELOPMENTS**

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**SECTION 2.13 SUBMETERING OF MULTIPLE USE DEVELOPMENTS****2.13-1 POLICY**

The District allows owners of multiple use developments authorization to submeter their facilities under conditions established by the District to encourage conservation while ensuring fair treatment of consumers.

**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.

**Owner** is defined as the owner of a development.

**Tenant** is defined as the occupant receiving submetered service.

**Multiple Use Development** is defined as a land or building development wherein more than one residential or commercial unit is included in a structure or group of structures. It includes mobile home parks, condominiums, apartments, and commercial structures.

**2.13-4 PROCEDURES**

**2.13-4(A)** Submetered accounts billed by owner shall not exceed the current District commodity rate as specified in Section 2.12.

**2.13-4(B)** Owner may be required to provide records substantiating compliance with billing criteria, if requested by District.

**SECTION 2.14 METERS AND LATERALS****SECTION 2.14 METERS AND LATERALS****2.14-1 POLICY**

A Work Order 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 2.12, *District Fees and Charges*

**2.14-3 DEFINITIONS**

A **water lateral** shall include the pipe from the District's water main to the proposed meter location and shall include a meter box and valve. A **meter installation** includes the meter and a shutoff valve on the consumer's side of the meter. A **meter relocation** includes relocating the meter box, valve, meter, shutoff valve, and reconnecting to the existing lateral and private plumbing. **Dual installation** shall consist of two (2) meters (servicing a single ownership only) installed on a single lateral (1" minimum copper lateral), one of which shall be for landscape irrigation purposes only. The District retains ownership of and responsibility for the lateral, the meter, and the valve on consumer's side. The consumer shall be responsible for all piping on the private plumbing side of the meter, to and including the connection to the valve on the consumer's side of the meter.

The **Water Agencies' Standards** is a common set of guidelines 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:

- 2.14-4(A)** Furnish legal description, zoning designation, and service address of the property upon which water is to be used, 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 filed and pay the appropriate fees for plan checks if required. Once a meter is installed, if service has not been initiated within twelve months, except in the event of a natural disaster, the meter will be removed and a fee will be required for meter reinstatement. Such removal will prevent the ongoing cost to the District for reading and inspecting the meter in those cases where the customer has not initiated service within a twelve month period.
- 2.14-4(B)** Pay the deposit 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 for the delivery of water through private pipelines or for any damage resulting from the operation of same.

**2.14-4(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 the San Diego County Water Authority, shall collect and remit to the Authority the capacity charges imposed by the Authority. The ordinance of the Authority 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 the Authority. 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 Water Authority capacity charge shall be collected on the additional meter unless determined by the District.

**2.14-4(D)** Pay the Helix Capacity Fees. As required by Section 2.16, the District shall collect the Helix Capacity Fees. The Helix 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 Helix 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 Helix Capacity Fee charge shall be collected on the additional meter unless determined by the District.

#### **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**

##### **2.14-6(A) Increase (With District Approval)**

A meter may be increased in size upon payment of the difference between the standard installation charges of the existing and the proposed meters, plus a service charge, plus the deposit for the new lateral where required, plus the applicable Helix Capacity Fees and San Diego County Water Authority Capacity Charge.

##### **2.14-6(B) Reduction**

A meter may be reduced in size on the same lateral at no cost to the consumer. Where a new lateral is required, the total cost may be all or partially offset by a credit which will be given for the difference between the standard installation charges of the proposed and existing meters, less the service charge for relocation of meter. No refund of District or San

Diego County Water Authority charges will be allowed for a reduction in meter size or a surrender of service.

**2.14-6(C) Relocation**

A meter may be relocated upon payment of the deposit for a new lateral or meter relocation. If the lateral for the relocated meter will be abandoned, the customer shall pay actual costs for the abandonment. If the meter can be relocated without installation of a new lateral, the customer shall pay the meter relocation deposit and upon completion shall pay the actual costs for the meter relocation. A meter can be relocated up to 5 feet horizontally in either direction without requiring a new lateral.

A meter relocation may be required for existing meters. When an existing meter is identified as requiring relocation by the District, the customer will be contacted and the meter relocation deposit will be assessed. Meter relocations are required when there is insufficient access for meter reading or meter maintenance as determined by the District. The District and customer may agree to keep the existing meter in its current location and execute an encroachment agreement.

Any connection fees for the main to which the meter is to be moved shall be paid prior to the installation of the new lateral.

The 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**

Not more than one ownership per legal lot shall be supplied through one meter unless otherwise approved by the District. Delivery of District water by one owner to another owner in violation of this rule 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 meters must be installed for each ownership.

**2.14-8 DISTRICT'S RIGHT OF INSPECTION AND ACCESS**

Authorized District personnel shall have unrestricted access at reasonable hours to all premises supplied by the District to inspect the supply system, meters, or other measuring apparatus and to see 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  $\frac{3}{4}$  inch. The developer 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.

For single family residence, there shall be no more than one lateral per legal lot unless approved by the General Manager 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.

**2.14-10 LATERAL SIZE**

The 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**

Effective January 1, 2008, new retail water service installations must have separate water meters to measure the volume of water used exclusively for landscape purposes, provided the connection serves property with more than 5,000 square feet of irrigated landscape. This policy does not apply to single-family residential connections, or connections used to supply water for commercial production of agricultural crops or livestock. Irrigation meters are subject to all District requirements and fees, unless otherwise approved by the District.

**SECTION 2.15 AGRICULTURAL BUSINESS AT A SINGLE FAMILY RESIDENCE**

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**SECTION 2.15 AGRICULTURAL BUSINESS AT A SINGLE FAMILY RESIDENCE**

**2.15-1 POLICY**

Since July, 1991, Metropolitan Water District eliminated all credits to the District for agricultural 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 use of a commercial rate. Customers not meeting these criteria are billed at the single-family (domestic) rate.

**2.15-2 RELATED PROCEDURES**

See Section 2.3, Customer Billing and Collections – Water Accounts

**2.15-3 PROCEDURE**

**2.15-3(A) General**

For determining those customers who may qualify for a commercial rate, see following criteria:

- (1) A minimum of one acre (not including residence) must be in full agricultural production for sale or market, (must be 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.

**2.15-3(B) Irrigation Meter Option**

All other agricultural production activity not meeting the above criteria (i.e. less than one acre and/or less than a majority of water used for agricultural purposes) have the option to install an irrigation meter and receive billing at the irrigation rate. (See Section 2.14, Meters and Laterals). Customers not meeting the above criteria, or not using an irrigation meter, will be billed at the domestic rate.

**2.15-3(C) Certification**

- (1) Single family residences in full agricultural production will be subject to periodic inspection in order to qualify for continuation of the commercial rate.
- (2) Ineligible properties will be billed at the domestic rate.

**SECTION 2.16 HELIX CAPACITY FEES****SECTION 2.16 HELIX CAPACITY FEES****2.16-1 POLICY**

The Helix Capacity Fee will be collected based on the meter size purchased in accordance with the policies described in this Section. The Helix Capacity Fee is only charged to users creating additional demand on the Helix system.

**2.16-2 RELATED PROCEDURES**

See Section 2.12, *District Fees and Charges*

**2.16-3 DEFINITIONS**

The **Buy-in portion** of the Helix Capacity Fee ensures that new customers are on par with old customers in that old customers have paid to construct Helix's current water system. The Buy-in portion is the cost for the new customer to "buy-in" to the existing Helix infrastructure. The **New Water Supply portion** covers the costs associated with obtaining additional water supplies needed to serve new customers. The **Helix 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:

**2.16-4(A)** If the meter is a new meter, the applicant purchasing the meter shall pay the Helix Capacity Fee based on the meter size (see also exceptions below).

**2.16-4(B)** If the meter is replacing an existing meter, the applicant purchasing the meter shall pay the Helix Capacity Fee based on the new meter size minus the Helix Capacity Fee based on the existing meter size.

- (1) If the sole reason for the replacement is for installation and operation of a residential fire sprinkler system, and the existing residential water meter less than one inch in size is replaced with a residential water meter of one inch size, then the Helix Capacity Fee will not be charged.

**2.16-4(C)** Exceptions:

- (1) An existing 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 Capacity Fee.
- (2) A customer that is relocating a meter of the same size will not be charged the Helix Capacity Fee
- (3) When a single meter is exchanged for multiple smaller meters to serve subdivided or developed property, the Helix Capacity Fee for all the new meters minus the Helix Capacity Fee for the existing meter is calculated as if it was a new meter. However, no credit or refund is given if the charge for the single meter is more than the charges for the exchanged meter.

- (4) The Helix Capacity Fee is not required when a water meter is obtained for property within the boundary of the Helix Water District when all of the following are true: (a) the parcel to be served had previously been served by Helix Water District, (b) no material change in land use will occur by reason of issuance of the new meter, and (c) Helix Water District determines that no increase in water use on the parcel is reasonably expected by installation of the new meter.
- (5) A separate water meter obtained and used solely for fire protection purposes (such as a Fire Service) is exempt from the Helix 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 Helix Capacity Fee.

**2.16-4(D)** If a meter is reduced in size on the same lateral, the customer will not be charged the capacity fee. No credit or 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 new size will be used as the basis for any future changes in meter size.

**2.16-4(E)** Unlocking of a meter does not require payment of the Helix Capacity Fee.

### **2.16-5 ACCOUNTING**

When the Helix 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 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 ten (10) days after payment of the charge. Any such appeal shall be reviewed by the General Manager or Designee and a written response shall be mailed or personally delivered within fifteen (15) days of receipt of the appeal. The decision of the General Manager shall be final.

**SECTION 3.1 PURCHASE PROCEDURE****SECTION 3.1 PURCHASE PROCEDURE****3.1-1 POLICY**

All purchases shall be made at the best possible price consistent with quality. Whenever practical, competitive prices shall be obtained. No purchase shall be made that is not authorized in the manner set forth herein.

**3.1-2 PROCEDURE****3.1-2(A) General**

The policies and procedures set forth in this section are intended to implement the provisions of Sections 54201-54205 of the Government Code.

**3.1-2(B) Bond and Limited Assessment Funds**

- (1) Purchase of material to be furnished or used by the District in the construction of works to be paid for with the proceeds of the sale of bonds or a limited assessment or where otherwise required by law shall be as provided in this subsection. Sealed bids shall be solicited by publication once a week for three weeks in a newspaper of general circulation in the county. All invitations to bid shall include detailed specifications or indicate where they can be obtained, shall specify the time and place where bids shall be filed, and the time and place where bids will be opened.
- (2) Bids shall be publicly opened at the time and place specified. After the bids are checked for accuracy, they shall be presented to the Board of Directors. Acceptance of any bid shall be by action of the Board.
- (3) A bidder shall not be relieved of his/her bid unless by consent of the Board of Directors 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 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 carelessness in inspecting the site of the work or in reading the plans or specifications. A bidder who claims a mistake shall be prohibited from participating in further bidding on the proposal on which the mistake was claimed.

**3.1-2(C) Other Sealed Bids**

The Board of Directors may require that purchases to be paid for from other than the proceeds of bonds and limited assessments be on the basis of sealed bids in the manner prescribed in Section 3.1-2(B) except that newspaper publication need not be required.

**3.1-2(D) All Other Purchases**

(1) General

- (a) If cost and quality of material from local concerns are equal to those in other areas, purchases should be made within the District.
- (b) Purchases are not to be made unless sufficient funds are available to make payment promptly upon delivery.

(2) Capital Expenditures

All expenditures for items classified in the District budget as Capital Assets shall be submitted to the Board of Directors for approval. Individual items of less than \$10,000 will be charged to expense instead of capital.

(3) Inventory, Supplies, and Services

- (a) The General Manager or his/her designee is authorized to buy materials which are primarily stored as inventory, used as supplies, or to contract for services without specific approval from the Board of Directors. Where practical, a minimum of three quotations shall be secured unless the Board has approved the material as a "standardized item," such as meters, fuel, or treatment chemicals. There shall be regular review of all stock in order to eliminate obsolete material, and District shall maintain only a reasonable quantity in line with future needs. Generally, purchases shall be limited to expected requirements not exceeding one year.
- (b) Routine supplies and services may be purchased directly by the General Manager or his/her designee under annual purchase orders or service agreements. A minimum of three proposals for supplies and services should be obtained where possible. Where supplier-specific services are needed by the District, such as for computer systems maintenance, multiple quotations need not be obtained.
- (c) The following professional services shall be selected on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.
  - (i) architectural
  - (ii) landscape architectural
  - (iii) engineering
  - (iv) land surveying
  - (v) construction project management
  - (vi) geotechnical/soils
  - (vii) hazardous waste
  - (viii) construction inspection and testing
  - (ix) financial

- (x) legal
- (xi) management consulting

(4) Other Purchases

- (a) All purchases, other than for items covered by Section 3.1-2(D)(2) and (3), may be purchased on individual orders not to exceed \$50,000 over a 12 month period without Board approval. Where practical, three quotations shall be secured on all purchases unless the price is controlled by an official rate-making body such as telephone, gas, or electric service. Expenditures over \$50,000 must be approved by the Board of Directors unless purchased under a contract previously approved by the Board of Directors.
- (b) The General Manager may authorize specific employees to purchase certain items without his/her prior approval. Purchases of this type are limited to previously approved firms who will be designated on a monthly basis and a new purchase order number assigned to each firm each month. Purchases shall not exceed \$2,000 per month from each firm and must be approved by the authorized employee. The description, quantity, unit price, and charge shall be noted on the invoice/delivery ticket.
- (c) The General Manager may authorize certain employees to use District credit cards for purchases not practical with purchase orders. Purchases on credit cards must be followed up with a purchase order. The sales slip with the purchase order number on it will then be sent to Accounting. In the event that the purchase is made by phone or internet, forward Accounting a copy of the ad and price as verification of the purchase.
- (d) Other items may be purchased directly from firms not assigned a monthly purchase order by authorized employees. In such cases, a purchase order number must be obtained and a confirming order processed as soon as possible. Purchases of this nature shall not exceed \$2,000.

(5) Petty Cash

Occasionally, purchases will be required from vendors that require cash payment. Such purchases may be authorized from petty cash funds. Authorization must be secured from the General Manager, or his/her designee. A designee shall be limited to approving purchases not to exceed \$300. Petty cash funds are available at the Treatment Plant, Operations Center or the Administrative Office. All receipts and invoices related to petty cash purchases shall be submitted as documentation. Petty cash purchases over \$50.00 require a purchase order. For more detail, see the Administrative Manual.

(6) Contracts for Service

(a) Insurance

Before work commences under a contract agreement, insurance as required by the District must be secured and reviewed by the Board Secretary for compliance with required standards.

(b) Review by Counsel

Before work commences under a contract agreement, the contract must be reviewed and approved by the District's counsel.

**SECTION 3.2 DISTRICT BIDDING PROCEDURE**

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**SECTION 3.2 DISTRICT BIDDING PROCEDURE**

**3.2-1 POLICY**

Contracts for the construction of District projects and other capital improvement work (“Work”) shall be awarded as required by law and in a manner most beneficial to the District.

Contracts for Work valued in excess of \$50,000 shall be approved by the Board of Directors subject to the formal competitive bidding procedures set forth in subsection 3.2-2(A)(1), unless the Board of Directors determines that (i) an exemption exists as set forth in subsection 3.2-2(B), or (ii) such bidding is impractical. In addition, the District may utilize the prequalification procedures set forth in subsection 3.2-2(A)(5).

Contracts for Work valued at less than \$50,000 shall be approved by the General Manager or his or her designee subject to the informal competitive bidding procedures set forth in subsection 3.2-2(A)(2) unless the General Manager determines that such bidding is impractical.

Regardless of their value, Contracts for Work funded with the proceeds of the sale of bonds, with limited assessment funds, or work financed pursuant to federal or state law requiring formal competitive bidding, shall be let by the formal competitive bidding procedures set forth in subsection 3.2-2(A)(1) and Public Contract Code Sections 20560 et seq.

**3.2-2 PROCEDURE**

**3.2-2(A) Competitively Bid Contracts**

(1) Formal Bidding

(a) Call for Bids

After preparation of plans and specifications, a notice inviting sealed bids shall be published as follows:

- (i) for work funded with the proceeds of the sale of bonds, with limited assessment funds, or work financed pursuant to federal or state law requiring formal competitive bidding, notice shall be published once a week for three successive weeks in a newspaper of general circulation in the District designated by the Board and shall also be sent to such interested persons as may be determined by the General Manager;
- (ii) for all other Work, notice shall be published once in a newspaper of general circulation in the District designated by the Board and shall also be sent to such interested persons as may be determined by the General Manager.

(b) Form of Call for Bids

The invitation for bids shall contain:

- (i) a statement that the plans and specifications of the work to be constructed may be purchased at the District Office,
- (ii) a particular description of the portion of the work advertised if less than the whole work is advertised,
- (iii) a statement that the Board will receive sealed bids for the construction of the work advertised or any portion of them designated by the Board,
- (iv) 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,
- (v) a statement of the time and place for opening the bids,
- (vi) such other information as may be required by the Board, or by law.

(c) Submission of Bids

Bids shall be submitted on forms supplied by the 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 of Directors of the District in the amount indicated within the bid documents, made payable to Helix Water District, as bid security.

If the contractor's bid is accepted, the contractor shall execute the contract within the time provided in the contract documents and furnish the necessary certificates of insurance and bonds required by the contract documents.

(d) Opening of Bids

Bids shall be publicly opened at the time and place specified. After the bids are checked for accuracy, they shall be presented to the Board of Directors.

(e) Bid Acceptance and Evaluation

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, and to re-advertise for bids, or proceed to construct the Work, or any part of it with District forces.

(f) Bid Award

The Board shall award the contract for the work to the lowest responsive, responsible bidder.

(g) Relief of Bidders

As provided in Public Contract Code Sections 5100 et seq., a bidder shall not be relieved of his/her bid unless by consent of the Board of Directors upon a showing by the bidder to the satisfaction of the Board that:

- (i) a mistake was made;
- (ii) the bidder gave the District written notice within five days after the opening of bids of the mistake; specifying in the notice in detail how the mistake occurred;
- (iii) the mistake made the bid materially different than the bidder intended it to be and;
- (iv) the mistake was made in filling out the bid and not due to error in judgment or carelessness in inspecting the site of the work or in reading the plans or specifications.

A bidder who claims a mistake or forfeits his/her bid security shall be prohibited from participating in further bidding on the project on which the mistake was claimed or security forfeited.

(2) Informal Bidding

At least three written price quotes shall be obtained and award shall be made to the lowest responsible bidder.

(3) Performance and Payment Bonds

Any bidder to whom a formal contract is awarded for any work shall supply on forms satisfactory to the District a Faithful Performance Bond in an amount equal to the total contract price, and for any Contract for Work in excess of \$25,000, the bidder must also supply a Laborer and Materialmen's Payment Bond in an amount equal to the total contract price. These bonds must be executed by an admitted surety, approved to conduct business in the state of California pursuant to California Code of Civil Procedure section 995.120. In addition to the extent required by law, the Bonds are to be accompanied by the documents required by Code of Civil Procedure section 995.660.

Each bond shall be secured from a 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 District, with all documents required by California Code of Civil Procedure Section 995.660, to the extent required by law.

(4) Insurance

Before work commences under a contract agreement, insurance as required by the District must be secured and reviewed by the Board Secretary/Secretarial Services Administrator.

(5) Prequalification

The General Manager or his or her designee is hereby authorized to prequalify bidders on District Work, if deemed appropriate by the General Manager. Bidders may be prequalified on an annual basis or on a project specific basis, pursuant to the attached Prequalification Guidelines adopted under separate cover. The General Manager or his or her designee may use the scoring system provided in the Prequalification Guidelines or may designate one or more alternative scoring systems for annual prequalifications, project specific prequalifications or both consistent with the requirements for the Public Contract Code.

**3.2-2(B) Exemptions from Competitive Bidding Procedure**

The competitive bidding procedures set forth above shall not apply for the following Work:

(1) Force Account Work

Force account work shall mean work performed by District personnel. It includes, but is not limited to, the following: 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.

(2) Work Performed by a Utility or Public Entity

Work performed by a utility for the installation and/or relocation of utilities on behalf of the District or contracts for services with any public entity for plan check, inspection, or permitting.

(3) Emergencies

Emergency contracting shall be governed by Section 22050 of the Public Contract Code.

(4) Sole Source

Sole source work shall mean work that can only be obtained from one contractor or vendor.

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**SECTION 4.1 LAND DEVELOPMENT**

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**SECTION 4.1 LAND DEVELOPMENT****4.1-1 POLICY**

Development of land within the 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:

Section 2.7, *Fire Sprinkler System Laterals*

Section 2.12, *District Fees and Charges*

Section 4.2, *Extension of Water Facilities*

Section 4.3, *District Cost Reimbursement 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****4.1-4(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.

**4.1-4(B) Responses to Requests**

- (1) The 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 parcel can be served water at a minimum static pressure of 25 pounds per square inch (psi).
- (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 entity 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.

**4.1-4(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 proof that the land has been approved for the contemplated development as required by the public agency which has jurisdiction thereof.

**4.1-4(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).

**4.1-4(E) Clearance for Department of Real Estate**

After all prerequisites of Section 4.2, Extension of Water Facilities, have been completed, the 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, 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 Health and Safety Code, or an affordable rent, as defined in Section 50053 of the Health and Safety Code.

**SECTION 4.2 EXTENSION OF WATER FACILITIES****SECTION 4.2 EXTENSION OF WATER FACILITIES****4.2-1 POLICY**

After approval has been given by the responsible public agency for land development, the 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 developer. 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 water mains or private fire hydrants.

**4.2-2 RELATED PROCEDURES**

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

Section 2.7, *Fire Sprinkler System Lateral*

Section 2.8, *Engineering and Counter Work Orders*

Section 2.12, *District Fees and Charges*

Section 4.1, *Land Development*

Section 4.3, *District Cost Reimbursement Policy Refund Agreements*

Section 4.4, *Plans and Specifications - Issuance and Refund*

**4.2-3 FEES**

The payment of fees will be required before performance of the work.

**4.2-3(A) Fee for Water Main Extensions**

An initial water main estimate deposit and a planning file fee will be charged prior to the District initiating work to prepare a water main estimate (see Section 2.12). The deposit will be credited against the total charges by the District to the project, upon start of construction.

**4.2-3(B) Other Cash Deposits**

No initial deposit is required to process land development projects involving fire protection facilities on existing mains. However, before construction will be commenced for such facilities, a deposit will be required to cover the estimated installation costs.

**4.2-3(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.

#### **4.2-4 PROCEDURE FOR WATER MAIN EXTENSIONS**

##### **4.2-4(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 may either install the pipeline or guarantee later installation as agreed upon by the Board on a case-by-case basis.
- (5) The District will not allow private water mains or private fire hydrants.
- (6) 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.
- (7) The pipelines shall be a looped system and not dead end when feasible or deemed necessary by the District.
- (8) When water mains are extended on site, and existing water services for properties fronting the new main are located elsewhere, the developer shall be responsible for relocating the water service to the new main, and reconnect to private plumbing.

##### **4.2-4(B) Water Main Estimate**

- (1) When an owner/developer has an approved tentative map or plan, a request may be made for the District to prepare a water main 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 Chief Engineer 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 amount to cover District costs and the amount estimated to cover all other costs. 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 work to be performed by the District, such as inspection, testing connections to existing facilities, tapping valves, in-line valves, etc.

District Charges refers to indirect work in providing support services, such as office engineering, valve crew assistance, permits, miscellaneous work, etc.

**4.2-4(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, develop plans to District standard specifications (Water Agency Standards), and provide construction surveying 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, and the Agreements, bonds, and deposits are submitted to the District, the drawings will be submitted to the Director of Engineering/Chief Engineer or his/her designee for approval. Copies of the District's standard specifications (Water Agency Standards) are available for download at [www.sdwas.com](http://www.sdwas.com) (see Section 4.4, *Plans and Specifications - Issuance and Refund*)
- (3) Upon approval of the plans, the Engineering Department 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 or engineer of work. The Engineering Department will save a scanned electronic copy of the signed original Mylars.

**4.2-4(D) Acquisition of Right-of-Way**

- (1) While construction drawings are being prepared, the right-of-way requirements will be determined by the District and transmitted to the developer.
- (2) The Developer shall provide the District with a legal description and 8-1/2" x 14" plat of the necessary right-of-way to be acquired with District title block.
- (3) District will review and finalize the right-of-way documents and transmit the documents to the engineer and/or developer for signature. One fully executed copy shall be returned to the District. All right-of-way requirements shall be met by the owner/developer prior to plans being released to field. Developer shall provide any revised right-of-way documents required if changes are made in the field.

**4.2-4(E) Required Financial Arrangements**

- (1) Prior to issuance of the Clearance for Department of Real Estate [see Section 4.1-4(E)] 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.

- (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 that estimated, the owner/developer shall be responsible to pay the difference. If final District costs are less than that 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 water main estimate (excluding District's costs) or an instrument of credit or a cash assignment and, if the project is more than \$25,000, a Laborer's and Materialmen's Bond in an amount equal to 100 percent of the Faithful Performance Bond. The Laborers' and Materialmen's Bond shall be a bond or an instrument of credit and not a deposit in lieu of a bond.
- (a) **Form of Bonds and Agreement**
- (i) The bonding company must be satisfactory to the 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 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. In addition to the extent required by law, the Bonds are to be accompanied by the documents required by Code of Civil Procedure section 995.660.
- (ii) 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 after the project's Notice of Completion is filed. The laborer's and materialmen's bond shall remain in force a minimum of 35 days after the project's Notice of Completion is filed.
- (iii) Following filing notice of completion of the project by the District, the developer may 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 bond amount.
- (b) **Execution by County**
- If required by County, the agreement to construct may be executed by them and the bonds may also be secured for the performance of the agreement by faithful performance and laborer's and materialmen's bonds. Developer shall submit a copy of the executed agreement and bonds for District's legal counsel's review, approval, and signature.
- (4) **Other Financial Arrangements** - If the owner/developer chooses, a request may be made for different financial arrangements. Such arrangements may be made on a case-by-case basis, but each arrangement must insure to the District's satisfaction

that the work will be completed at no cost to the District. Ordinarily, cash or cash assignments will be acceptable.

**4.2-4(F) Work Orders, Encroachment Permits, and Environmental Requirements**

- (1) After financial arrangements have been completed and a planning file is opened, a Work Order number will be assigned the project. The District will secure necessary encroachment permit(s), and complete the necessary environmental evaluation forms. If there are fire services within the project, application and agreement for fire services will have to be executed by the owner/developer before releasing to the field.
- (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, and material submittals approved, the project can be released for construction. The following will be provided the Operations Center for construction:
  - (a) Ten sets of the construction drawings;
  - (b) Two copies of the encroachment permit;
  - (c) Fire service application signed by owner (if applicable);
  - (d) Approved submittals;
  - (e) Fire service installation checklist (if applicable);
  - (f) One copy of the Water Main Estimate;
  - (g) One half-size copy of the construction drawings.

**4.2-4(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 expense. The developer'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.

**4.2-4(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 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 final walk through by

- District staff, the Inspection Department will notify the Engineering Department that the project is ready for a Notice of Completion, and provide as-built field plans.
- (2) Section 2.8, *Engineering and Counter Work Orders*, should be consulted for additional processing information regarding filing the Notice of Completion and closing an Engineering Work Order.
  - (3) 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.

#### **4.2-5 PROCEDURE FOR FIRE PROTECTION FACILITIES ON EXISTING MAINS**

##### **4.2-5(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.

##### **4.2-5(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 a fire sprinkler lateral;
- (4) Relocation of fire hydrants;
- (5) Abandonment of fire hydrants.

##### **4.2-5(C) Estimate of Cost**

- (1) When the owner/developer requests that the new facilities be installed and upon submitting the appropriate fees, the 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.

**4.2-5(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.

**4.2-5(E) Special Agreements**

- (1) If installation of a fire sprinkler lateral is required, the owner/developer shall execute a standard *Application for Fire Sprinkler System Lateral* before the lateral is constructed.
- (2) Section 2.7, *Fire Sprinkler System Lateral*, should be consulted for detailed information.

**4.2-5(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 complete the required environmental analysis.
- (3) All costs involved in installing the facilities will be charged to the Work Order. 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 Counter Work Orders*, should be consulted for additional processing information.

**SECTION 4.3 DISTRICT COST REIMBURSEMENT POLICY REFUND AGREEMENT**

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**SECTION 4.3 DISTRICT COST REIMBURSEMENT POLICY REFUND AGREEMENT**

**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 the District beyond that required to provide adequate domestic and fire service to the development.

**4.3-2 REIMBURSEMENT RULES**

**4.3-2(A) Oversized Pipelines and Other Facilities**

- (1) The developer shall pay for the cost of all water facilities. The District will reimburse the developer 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 water main estimate preparation and shall be approved by the Board.
- (2) Reimbursement shall be made pursuant to written agreement which shall provide for five substantially equal annual payments without interest commencing one year after filing the Notice of Completion. The District may negotiate different terms for reimbursement on a case-by-case basis.

**4.3-3 PROCEDURES**

**4.3-3(A)** The estimated amount and terms of any District reimbursement will be contained in the Water Main Estimate.

**4.3-3(B)** All reimbursement agreements (resolutions) must be approved by the Board of Directors.

**SECTION 4.4 PLANS AND SPECIFICATIONS – ISSUANCE AND REFUND****SECTION 4.4 PLANS AND SPECIFICATIONS – ISSUANCE AND REFUND****4.4-1 POLICY**

Specifications and contract documents shall be readily available to contractors, engineers, developers, 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****4.4-3(A) General**

- (1) The intent of this practice is to make available to the contractors, engineers, developers, and suppliers adequate materials regarding the 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 either plans or specifications is not in the best interest to the District and should be controlled.

**4.4-3(B) Standard Specifications**

- (1) The Board has authorized the Director of Engineering/Chief Engineer to develop, approve, and maintain the standard specifications for construction of water facilities for the District.
- (2) Copies of the District's standard specifications (Water Agency Standards) are available for download at [www.sdwas.com](http://www.sdwas.com).

**4.4-3(C) Specific Project Contract Documents**

- (1) A deposit or fee may be collected for each set of contract documents (plans and specifications) on projects.
- (2) Contract documents can be acquired by contractors or suppliers by contacting the Customer Service Staff, who shall be principally responsible for issuing contract documents for District construction projects. Contract documents will not be mailed. Documents may be sent via Federal Express or United Parcel Service, and billed to the recipient's account.
- (3) All contract documents shall be numerically coded by the Customer Service Staff prior to being issued. The Customer Service Department shall keep a master list which will show the following information on each contractor or supplier acquiring contract documents;
  - (a) Names, mailing address and email address (if available) of the firm taking the contract documents;

**SECTION 4.4 PLANS AND SPECIFICATIONS – ISSUANCE AND REFUND**

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- (b) The telephone number of the firm with area code;
  - (c) Number of contract documents issued to each firm and items issued, especially addenda;
  - (d) Amount of the deposit or fee received, if any;
  - (e) Date of the transaction.
- (4) The number of contract documents issued to a particular contractor shall be regulated as follows:
- (a) General Contractor - 2 copies maximum.
  - (b) Subcontractors or Suppliers - 1 copy maximum.
  - (c) Additional copies may be authorized by the Engineer or his/her designee and a deposit or fee established.
- (5) Any changes to the contract documents after the notice inviting bids has been published shall be made by addenda. All addenda shall be sent by certified mail with return receipt.
- (6) The designated fee shall be collected and a receipt issued. A copy of the receipt shall be retained in the records of the Customer Service Department.
- (7) The Director of Engineering/Chief Engineer will determine if it is in the District's best interest to charge a fee for plans and specifications. The fee charged shall not exceed the cost of reproduction of the plans and specifications.

**SECTION 4.5 CONNECTION FEE POLICY****SECTION 4.5 CONNECTION FEE POLICY****4.5-1 POLICY**

In order to facilitate the implementation of basic 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 ten (10) year contract with a developer regarding reimbursement of a portion of costs incurred by future connections. District's only obligation is to collect specified reimbursement fees on behalf of the developer for each future connection by other developers 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****4.5-3(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.
- (5) No service connections shall be allowed that attempt to avoid the payment of connection fees.

**4.5-3(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 established to reimburse the District.

Connection fees shall not be established on a new main replacing an existing main.

- (2) The connection fee shall remain on the water main until it is paid or until a period of ten years has passed since the Notice of Completion was filed. After the connection fee is paid or ten-year period is complete, the connection fee will be removed.

**4.5-3(C) Main Extensions Constructed by Developers**

- (1) In order to establish reimbursements, the developer shall provide the District with a written and accurate itemization of the costs of design and construction of the expanded facilities within thirty (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 remain on the water main until collected from adjacent 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 shall provide that reimbursement to a developer shall cease after a ten-year period.
- (3) The reimbursement contract shall be executed on a form provided by the District, covering a period of ten (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 ninety (90) days after the Board has accepted the completed facilities.
- (4) The reimbursement payments shall be paid to the developer for a period of ten (10) years from the date of acceptance of the developer installed facilities or until the developer has received the total amount specified in the reimbursement agreement, whichever occurs first. No interest shall be paid to the developer on any sum paid or payable that is associated with the agreement.
- (5) Water main extensions, connecting to an existing main with a connection fee, shall not be subject to payment of connection fees. However, if laterals, fire hydrants, and/or fire services are tapped onto a water main with an existing connection fee, the connection fee shall be collected prior to making the connections.

**SECTION 4.6 FIRE PROTECTION POLICY****SECTION 4.6 FIRE PROTECTION POLICY****4.6-1 POLICY**

The 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**

**4.6-3(A)** The District's existing distribution system has been generally designed to meet peak hour demands, including fire flow capabilities.

**4.6-3(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**

**4.6-4(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.

**4.6-4(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%.

**4.6-4(C)** Installation of private fire protection systems via a fire sprinkler system lateral shall be installed consistent with Section 2.7, *Fire Sprinkler System Lateral*.

**4.6-4(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.

**4.6-4(E)** Installation of fire hydrants shall be per the District Fire Hydrant Installation and Maintenance Agreements executed between the District and fire agencies within the District.

#### 4.6-5 MAINTENANCE CRITERIA

- 4.6-5(A) The District will provide all labor and material for all maintenance of fire hydrants within the District to assure water tightness. 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.
- 4.6-5(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.
- 4.6-5(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

- 4.6-6(A) The District will replace substandard fire hydrant laterals when it replaces the main that serves the hydrant. The existing head will be adapted to the new lateral or the fire agency may upgrade the head by purchasing a new hydrant head. In the event the existing fire hydrant head is not readily adaptable to the lateral, the District will install a 6" head with one 2-1/2" and one 4" outlet. If the fire agency requests an upgraded hydrant, the cost difference will be borne by the fire agency.
- 4.6-6(B) As workload permits, the District will also replace substandard hydrant laterals on other pipelines not being replaced provided the fire agency pays for a new or reconditioned head.

#### 4.6-7 FIRE HYDRANT TESTING

- 4.6-7(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.
- 4.6-7(B) Before a fire hydrant is accepted by the District, it will be activated by District Staff and a record of its location made.
- 4.6-7(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.
- 4.6-7(D) Flow data will be transmitted to the Engineering Department for evaluation and shall be added to the District records.

**4.6-7(E)** Periodically, the Insurance Services Office (I.S.O.) will evaluate the fire protection capabilities of the fire agencies within the District. The District will cooperate in flow testing fire hydrants.

**4.6-7(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 fire hydrant.

**4.6-7(G)** The District reserves the right to flow new or existing fire hydrants.

#### **4.6-8 FIRE HYDRANT RELOCATIONS**

**4.6-8(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.

**4.6-8(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 and/or developer's expense.

**4.6-8(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.

**SECTION 4.8 PROCEDURES IMPLEMENTING CALIFORNIA ENVIRONMENTAL QUALITY ACT**

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**SECTION 4.8 PROCEDURES IMPLEMENTING CALIFORNIA ENVIRONMENTAL QUALITY ACT**

**4.8-1 POLICY**

The 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 the California Environmental Quality Act (hereinafter referred to as "CEQA"), as set forth in Public Resources Code section 21,000 et seq., and the Guidelines for Implementation of the California Environmental Quality Act (hereinafter referred to as "State CEQA Guidelines"), 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 15,000 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 San Diego County Water Authority has adopted an Urban Water Management Plan that includes water conservation as a necessary and effective component of the Water Authority's programs to provide a reliable supply of water to meet the needs of the Water Authority's 24 member public agencies, including the Helix Water District. The Water Authority'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 Water Authority's Urban Water Management Plan.

As anticipated by its Urban Water Management Plan, the San Diego County Water Authority, 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 to implement the Water Authority's Drought Management Plan.

The Water Authority's Drought Management Plan contains three stages containing 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.

The Helix Water District, due to the geographic and climatic conditions within its territory and its dependence upon water imported and provided by the San Diego County Water Authority, may experience shortages due to drought conditions, regulatory restrictions

enacted upon imported supplies and other factors. The Helix Water 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 Helix Water 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 Helix Water 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 enable Helix Water 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:

**4.9-2(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 Helix Water 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.

**4.9-2(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.

**4.9-2(C)** Level 1 condition drought response measures are voluntary 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.

**4.9-2(D)** During a Drought Response Level 2 condition or higher, the water conservation measures and water use restrictions established by this policy are mandatory and violations are 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:

**4.9-3(A)** "Grower" refers to those engaged in the growing or raising, in conformity with recognized practices of husbandry, for the purpose of commerce, trade, or

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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 Interim Agricultural Water Program or the Water Authority Special Agricultural Rate programs.

- 4.9-3(B)** "Water Authority" means the San Diego County Water Authority.
- 4.9-3(C)** "DMP" means the Water Authority'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 the Water Authority to manage or allocate supplies during shortages.
- 4.9-3(D)** "Metropolitan" means the Metropolitan Water District of Southern California.
- 4.9-3(E)** "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 Helix Water District.
- 4.9-3(F)** "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.
- 4.9-3(G)** "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**

- 4.9-4(A)** The provisions of this policy apply to any person in the use of any water provided by the Helix Water District.
- 4.9-4(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.
- 4.9-4(C)** Nothing in this policy is intended to affect or limit the ability of Helix Water District to declare and respond to an emergency, including an emergency that affects the ability of the District to supply water.
- 4.9-4(D)** The provisions of this policy do not apply to use of water from private wells or to recycled water.

**4.9-4(E)** Nothing in this policy shall apply to use of water that is subject to a special supply program, such as the Metropolitan Interim Agricultural Water Program or the Water Authority 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 Helix Water District is subject to this policy in the use of the other water.

**4.9-5 DROUGHT RESPONSE LEVEL 1 – DROUGHT WATCH CONDITION**

**4.9-5(A)** A Drought Response Level 1 condition is also referred to as a “Drought Watch” condition. A Level 1 condition applies when the 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.

**4.9-5(B)** 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]:

**(1)** Stop 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.

**(2)** Stop water waste resulting from inefficient landscape irrigation, such as runoff, low head drainage, or overspray, etc. Similarly, stop water flows onto non-targeted areas, such as adjacent property, non-irrigated areas, hardscapes, roadways, or structures.

**(3)** Irrigate residential and commercial landscape before 10 a.m. and after 6 p.m. only. Consider limiting lawn watering and landscape irrigation using sprinklers to no more than ten (10) minutes per day. Irrigation run time should be adjusted to avoid runoff.

**(4)** Use a hand-held hose equipped with a positive shut-off 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.

**(5)** 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 shut-off 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.

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- (6) Use re-circulated water to operate ornamental fountains.
- (7) Wash vehicles using a bucket and a hand-held hose with positive shut-off 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.
- (8) Serve and refill water in restaurants and other food service establishments only upon request.
- (9) Offer guests in hotels, motels, and other commercial lodging establishments the option of not laundering towels and linens daily.
- (10) Repair all water leaks within five (5) days of notification by the Helix Water District unless other arrangements are made with the General Manager.

**4.9-5(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.

**4.9-6 DROUGHT RESPONSE LEVEL 2 – DROUGHT ALERT CONDITION**

**4.9-6(A)** A Drought Response Level 2 condition is also referred to as a “Drought Alert” condition. A Level 2 condition applies when the 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 Helix Water 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.

**4.9-6(B)** All persons using Helix Water 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 (3) assigned days per week on a schedule established by the General Manager and posted by the Helix Water District. During the months of November through May, landscape irrigation is limited to no more than once per week on a schedule established by the General Manager and posted by the Helix Water District. This section shall not apply to commercial growers or nurseries.
- (2) Limit lawn watering and landscape irrigation using sprinklers to no more than ten (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 and stream rotor sprinklers.

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(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 shut-off nozzle, or low-volume non-spray irrigation.

(4) Repair all leaks within seventy-two (72) hours of notification by the Helix Water District unless other arrangements are made with the General Manager.

**4.9-7****DROUGHT RESPONSE LEVEL 3 – DROUGHT CRITICAL CONDITION****4.9-7(A)**

A Drought Response Level 3 condition is also referred to as a “Drought Critical” condition. A Level 3 condition applies when the 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 Helix Water District Board of Directors shall declare the existence of a Drought Response Level 3 condition, and 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.

**4.9-7(B)**

All persons using Helix Water 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 (2) assigned days per week on a schedule established by the General Manager and posted by the Helix Water District. During the months of November through May, landscape irrigation is limited to no more than once per week on a schedule established by the General Manager and posted by the Helix Water 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 shut-off nozzle, or low-volume non-spray irrigation.

(3) Stop filling or re-filling 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 recirculate water, or by high pressure/low volume wash systems.

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(5) Repair all leaks within forty-eight (48) hours of notification by the Helix Water District unless other arrangements are made with the General Manager.

**4.9-7(C)** Upon the declaration of a Drought Response Level 3 condition, 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 Helix Water 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.

**4.9-7(D)** Upon the declaration of a Drought Response Level 3 condition, Helix Water District will suspend consideration of annexations to its service area.

**4.9-7(E)** The Helix Water 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 Helix Water 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 Helix Water 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.

**4.9-8 DROUGHT RESPONSE LEVEL 4 – DROUGHT EMERGENCY CONDITION**

**4.9-8(A)** A Drought Response Level 4 condition is also referred to as a “Drought Emergency” condition. A Level 4 condition applies when the 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 Helix Water District to have maximum supplies available to meet anticipated

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demands. The Helix Water District shall declare a Drought Emergency in the manner and on the grounds provided in California Water Code Section 350.

**4.9-8(B)**

All persons using Helix Water 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 shut-off 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 two (2) days per week according to 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 twenty-four (24) hours of notification by the Helix Water District unless other arrangements are made with the General Manager.

**4.9-8(C)**

The Helix Water District may establish a water allocation for property served by the District. If the Helix Water 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 Helix Water 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 CORRELATION BETWEEN DROUGHT MANAGEMENT PLAN AND DROUGHT RESPONSE LEVELS**

**4.9-9(A)** The correlation between the Water Authority’s DMP stages and the Helix Water District’s drought response levels identified in this policy is described herein. Under DMP Stage 1, the Helix Water District would implement Drought Response Level 1 actions. Under DMP Stage 2, the Helix Water District would implement Drought Response Level 1 or Level 2 actions. Under DMP Stage 3, the Helix Water District would implement Drought Response Level 2, Level 3, or Level 4 actions.

**4.9-9(B)** The drought response levels identified in this policy correspond with the Water Authority DMP as identified in the following table:

<b>Drought Response Levels</b>	<b>Use Restrictions</b>	<b>Conservation Target</b>	<b>DMP Stage</b>
1 - Drought Watch	Voluntary	Up to 10%	Stage 1 or 2
2 - Drought Alert	Mandatory	Up to 20%	Stage 2 or 3
3 - Drought Critical	Mandatory	Up to 40%	Stage 3
4 - Drought Emergency	Mandatory	Above 40%	Stage 3

**4.9-10 PROCEDURES FOR DETERMINATION AND NOTIFICATION OF DROUGHT RESPONSE LEVEL**

**4.9-10(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 the Helix Water District and provided to the Helix Water District 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 Helix Water District. The District may also post notice of the condition on their website.

**4.9-10(B)** The existence of Drought Response Level 2 or Level 3 conditions may be declared by resolution of the Helix Water 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 (10) day after the date the response level is declared. Within five (5) days following the declaration of the response level, the Helix Water District shall publish a copy of the resolution in a newspaper used for publication of official notices.

**4.9-10(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 (10) day after the date the response level is declared. Within five (5) days following the declaration of the response level, the Helix Water District shall publish a copy

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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 Helix Water District customarily mails the billing statement for fees or charges for on-going water service. Water allocation shall be effective on the fifth (5) day following the date of mailing or at such later date as specified in the notice.

- 4.9-10(D)** The Helix Water District 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.

**4.9-11**            **HARDSHIP VARIANCE**

- 4.9-11(A)** If, due to unique circumstances, a specific requirement of this policy would result in undue hardship to a person using agency water or to property upon which agency water is used, that is disproportionate to the impacts to Helix Water 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.

- 4.9-11(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 agency water or to property upon which agency water is used, that is disproportionate to the impacts to Helix Water District 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 Helix Water District and shall be accompanied by a non-refundable 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 Helix Water District, all of the following:

          (a)        That the variance does not constitute a grant of special privilege inconsistent with the limitations upon other Helix Water 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 Helix Water 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 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 Helix Water District Board of Directors. An applicant may appeal a decision or condition of the General Manager on a variance application to the Helix Water 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 Helix Water 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 Helix Water District Board of Directors is final.

#### **4.9-12 VIOLATIONS AND PENALTIES**

**4.9-12(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.

**4.9-12(B)** Each day that a violation of this policy occurs is a separate offense.

**4.9-12(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.

**4.9-12(D)** Violation of a provision of this policy is subject to enforcement through installation of a flow-restricting device in the meter.

**4.9-12(E)** 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.

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**4.9-12(F)** All remedies provided for herein shall be cumulative and not exclusive.

**4.9-12(G)** Nonpayment of penalties shall be processed under the policies of Section 2.5.

**4.9-13**            **PROCEDURES FOR NOTICE AND APPEAL OF WATER CONSERVATION PENALTIES**

**4.9-13(A)** If the District General Manager or his or her designee, determines to impose a fine on a person (“violator”) who has violated any provision of Section 4.9 of the Helix Water District 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.

**4.9-13(B)** A violator may appeal the imposition of any penalty imposed pursuant to Section 4.9 of the Helix Water 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 thirty (30) calendar days of the date of the notice of the imposition of the penalty.

(2) The District General Manager, or his or 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 or her designee, shall have twenty (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 or her designee, grants the appeal and determines that any penalty was imposed in error or should be reduced, within fifteen (15) calendar days of such determination the General Manager, or his or 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.

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(3) The decision of the General Manager, or his or her designee, may be appealed by the violator to the Board of Directors. Such appeal must be submitted in writing and filed with the District Secretary within fifteen (15) calendar days of the date of decision of the General Manager, or his or 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 fifteen (15) calendar days prior to such meeting. If the appeal is not submitted within at least fifteen (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 ten (10) calendar days before the date fixed for the hearing. The Board of Directors shall review the decision of the District General Manager, or his or 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 ten (10) calendar days of such determination.

(a) If the appeal is granted in whole or in part, within ten (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 twenty (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.

**4.9-13(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.

**4.9-14 EFFECTIVE DATE**

This policy is effective immediately upon adoption or as otherwise established by state law for Helix Water District.

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**SECTION 4.10 ENCROACHMENT PERMITS AND ENCROACHMENT**  
**AGREEMENTS**

**4.10-1 POLICY**

The Helix Water District maintains and operates pipelines and appurtenant structures necessary to produce, transport and distribute water. In connection therewith, the District owns interest in real property and easements. From time to time, various public utilities, governmental agencies, and private property owners request to jointly use District real property and easements. The District hereby establishes policies and procedures whereby real property and easements 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:

- 4.10-2(A)** “Board of Directors” means the Board of Directors of the Helix Water District.
- 4.10-2(B)** “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.
- 4.10-2(C)** “District Interests” means the recorded legal rights owned by the District in District real property and easements.
- 4.10-2(D)** “Encroachment Agreement” means a written document which sets forth the terms and conditions which govern the major encroachments on District real property and easements.
- 4.10-2(E)** “Encroachment Permit” means a written document which sets forth the terms and conditions which govern minor encroachments on District real property and easements.
- 4.10-2(F)** “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.
- 4.10-2(G)** “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.
- 4.10-2(H)** “Permittee” means any person to whom an Encroachment Permit or Agreement is issued pursuant to this Section.
- 4.10-2(I)** “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**

- 4.10-3(A)** No person shall make or have an existing encroachment on District real property or easement without an Encroachment Permit or an Encroachment Agreement for such encroachment.
- 4.10-3(B)** Any encroachment permitted on District real property and easements shall conform to the approved plans and the conditions of the Encroachment Agreement or Permit.
- 4.10-3(C)** Any Encroachment Permit or Agreement shall be limited to the Permittee or to the Permittee's agents.
- 4.10-3(D)** District personnel are not authorized and shall not give oral authorization for encroachments on District real property and easements. Authorization to encroach upon District real property and easements may be given only in writing pursuant to the provisions of this Section.

**4.10-4 ADMINISTRATION OF DISTRICT REAL PROPERTY AND EASEMENTS**

- 4.10-4(A)** District real property and easements shall be administered pursuant to this Section.
- 4.10-4(B)** The Board of Directors hereby delegates the Director of Engineering/Chief Engineer authority to review applications for, and to approve Encroachment Permits and Agreements.
- 4.10-4(C)** The Director of Engineering/Chief Engineer, 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 permit required, and the applicable fees.
- 4.10-4(D)** The Director of Engineering/Chief Engineer 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 Permits and Encroachment Agreements when all applicable conditions are met;
  - (4) Cause the property or easement to be inspected and assure completion of any work;
  - (5) Suspend or cancel Encroachment Agreements or Permits whenever agreements or Permits are improperly issued based on any of the following grounds:
    - (a) Facts are not as presented in the application;

- (b) Work is inconsistent with approved plans;
  - (c) Protection of the public's health, safety or general welfare; or
  - (d) The encroachment violates other provisions of the District's policies or procedures or applicable federal, state or local codes; and
- (6) Terminate unauthorized encroachments by all appropriate legal means.
- (7) Address existing encroachments on real property and easements by removal of encroachments at the expense of the owner, acceptance and issuance of an Encroachment Permit or Agreement, sale or quitclaim of real property and easements that are no longer needed by the District (with Board approval), or relocation of District facilities at the expense of the owner or shared cost if it is in the best interest of the District.
- 4.10-4(E)** When the nature of the encroachment requested is subject to other legal requirements or administrative regulations, or affects District operations, the Director of Engineering/Chief Engineer 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.
- 4.10-4(F)** The Director of Engineering/Chief Engineer shall cause to be inspected all encroachments permitted under this Section to ensure compliance.
- 4.10-4(G)** If work is undertaken on District real property or easement without a valid Encroachment Permit or an Agreement, or an encroachment currently exists on the property or easement, the Director of Engineering/Chief Engineer 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 Permit or 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 Permit or Agreement;
  - (3) If an Encroachment Permit or Agreement, whichever applies, is not applied for within ten (10) business days after the notice was given, the Director of Engineering/Chief Engineer may give notice that the 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 or easement. Should restoration not begin promptly, legal action may be commenced to protect the District interests;

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- (4) Order mitigation of the violation where the Director of Engineering/Chief Engineer 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 or easement of similar or greater quality and quantity. Mitigation shall be at the sole cost of the violator;
  - (5) Cause the suspension of any Encroachment Permit or Agreement relating to the same property until the prerequisite Encroachment Permit or Agreement is obtained; and
  - (6) Promulgate additional administrative guidelines and regulations to implement and clarify the authority to require restoration and mitigation.

**4.10-4(H)** The Director of Engineering/Chief Engineer 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 Permittee;
- (2) When the site conditions or operative facts upon which the Encroachment Permit or 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 permit violates District policy or provisions of federal, state, or local law; or
- (5) When the District's repair or installation of public improvements requires the cancellation.

#### **4.10-5 ISSUANCE OF ENCROACHMENT PERMITS AND AGREEMENTS**

**4.10-5(A)** Applications for Encroachment Permits and Agreements under this Section shall be made in accordance with procedures established by the Director of Engineering/Chief Engineer. 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.

**4.10-5(B)** Detailed plans shall be prepared on material and to the size and in the manner designated by the Director of Engineering/Chief Engineer 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 or easement. The extent and nature of the encroachment shall be clearly shown.

**4.10-5(C)** All Encroachment Permits and Agreement applications shall be subject to the review of the Director of Engineering/Chief Engineer.

**4.10-5(D)** When proposed work or inquiries concerning District real property and easements necessitates investigation, the Director of Engineering/Chief Engineer may require a special investigation and special investigation deposit. Special investigation deposits shall be in addition to other fees and special deposits.

**4.10-5(E)** The Permittee shall notify all affected public utilities of his or her request to encroach on District real property or easement 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 ten (10) days after receipt of a decision of the Director of Engineering/Chief Engineer pursuant to the provisions of section 4.10-4(l), a Permittee 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 (5) days before the hearing date. The hearing shall be held within thirty (30) days after the request is filed. The decision of the Board of Directors shall be final.

#### **4.10-7 FEES**

Permit fees or deposits required by this Section shall be collected in accordance with procedures established by the Director of Engineering/Chief Engineer. A schedule of fees to cover the costs of processing Encroachment Permits and 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 District costs not covered in the fixed application fee. No Encroachment Permit or Agreement shall be issued and no work shall be permitted on District real property or easements until the Director of Engineering/Chief Engineer has received the fees applicable under this Section.

#### **4.10-8 SITE RESTORATION**

**4.10-8(A)** Restoration of work undertaken without an Encroachment Permit or 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/Chief Engineer 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/Chief Engineer including those established pursuant to this Section.

#### **4.10-9 TERMS AND CONDITIONS**

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**4.10-9(A)** In each case when the Director of Engineering/Chief Engineer determines to issue an Encroachment Permit or Agreement, the Permit or 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) Permittee shall use the District real property or easement only in the manner and for the purposes described in the permit and the attached plans.
- (3) By accepting the benefits herein, Permittee 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 Permit or 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 Permit or Agreement null and void. The term of this Encroachment Permit or Agreement is as specified herein and may be revoked by the District at any time. The District shall mail written notice of revocation to Permittee that shall set forth the date upon which the Encroachment Permit or Agreement shall cease. Permittee 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 Permittee 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.
- (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 Permittee's encroachment.
- (8) If either party is required to incur costs to enforce the provisions of this Section, the prevailing party shall be entitled to full reimbursement for all costs, including reasonable attorneys' fees.
- (9) Permittee waives the right to assert any claim or action against the District arising out of or resulting from the revocation of this Encroachment Permit or Agreement or the

**SECTION 4.10 ENCROACHMENT PERMITS AND ENCROACHMENT AGREEMENTS**

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- removal of any improvements or any other action by the District, its officers, agents, or employees taken in accordance with the terms of the Encroachment Permit or Agreement.
- (10) Permittee recognizes and understands that this Encroachment Permit or Agreement may create a possessory interest subject to property taxation and that the Permittee may be subject to the payment of property taxes levied on such interest.
- (11) As a condition precedent to Permittee's right to go upon the District real property or easement, this Encroachment Permit or Agreement must first be signed by the Permittee, notarized, executed by the District and recorded with the District.
- (12) Whatever rights and obligations were acquired by the District with respect to the District real property or easement shall remain and continue in full force and effect and shall in no way be affected by the District's grant of permission to construct and maintain the encroachment.
- (13) Encroachment Agreements shall be recorded in the office of the County Recorder as an obligation upon the land involved.
- (14) Security for Encroachment Permits or Agreements may be required.
- 4.10-9(B)** Additional terms and conditions may be added to the Encroachment Permit or Agreement as determined by the Director of Engineering/Chief Engineer.
- 4.10-10 UNAUTHORIZED ENCROACHMENTS PROHIBITED**
- 4.10-10(A)** The Director of Engineering/Chief Engineer may direct staff to investigate unauthorized encroachments of District property and easements in conflict with District property and easement interests or District improvements.
- 4.10-10(B)** The Director of Engineering/Chief Engineer may request removal of encroachments which in his opinion conflict with District property or easements, or District improvements.
- 4.10-10(C)** If the Director of Engineering/Chief Engineer is unable to satisfactorily remove or restrict encroachments of property or easements by negotiation, then the Director of Engineering/Chief Engineer may request the Board of Directors to authorize counsel to institute litigation to remove encroachments conflicting with District property and easement interests or District improvements.
- 4.10-11 ENFORCEMENT AUTHORITY AND REMEDIES**
- 4.10-11(A)** Enforcement Authority. The Helix Water District's Director of Engineering/Chief Engineer, General Manager or their designee is authorized to administer and enforce the provisions of this Section.

**SECTION 4.10 ENCROACHMENT PERMITS AND ENCROACHMENT AGREEMENTS**

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**4.10-11(B)** Enforcement Remedies. The remedies for a violation of this Section may include but are not limited to injunctive relief, civil penalties, or any administrative remedy set forth in this Policies and Procedures Manual.

**SECTION 4.11 WATER CONSERVATION AND DEVELOPMENT /  
REDEVELOPMENT PROCEDURE FOR WATER EFFICIENCY**

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**SECTION 4.11 WATER CONSERVATION AND DEVELOPMENT /  
REDEVELOPMENT PROCEDURE FOR WATER EFFICIENCY****General**

The 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.

**Requirements**

All new commercial and domestic developments or redevelopments shall install only high-efficiency appliances, use only high-efficiency watering technologies, and landscape using low-water-use plants as follows:

- (1) Install the following indoor fixtures in all residential (houses, condominiums, apartments) and commercial/industrial areas:
  - (a) High-efficiency toilets (1.28 gallons or less per flush)
  - (b) High-efficiency dishwashers (Energy Star, WaterSense or equivalent)
  - (c) High-efficiency clothes washers (5.0 water factor or lower)
  - (d) Low-flow shower heads (2.5 gallons per minute or less);
- (2) Utilize California-Friendly (low water use) plant materials in all parks, common areas, and residential landscapes;
- (3) Install dedicated irrigation meters:
  - (a) In residences with one or more acre(s) of irrigated landscape
  - (b) In all parks and common areas
  - (c) In commercial/industrial sites with 5,000 square feet or more of irrigated landscape;
- (4) Enroll all new irrigation meters in the Helix Water Budget Program and provide documentation of irrigated landscape area at the time of meter purchase;
- (5) Install "smart" or weather-based irrigation controllers at all homes (residential areas), common areas, parks, and commercial/industrial landscapes;
- (6) Install high-efficiency, matched-precipitation rate sprinkler nozzles at all homes (residential landscapes), common areas, parks, and commercial/industrial landscapes.

**Compliance and Monitoring**

- (1) Ensure that Covenants, Conditions and Restrictions (CC&Rs) 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;

- (2) Certify that all units, common areas, and parks comply with all of the above requirements;
- (3) Schedule inspection for compliance with water efficiency requirements;
- (4) Provide water-use efficiency data upon request to the Helix Water District for six years following installation/development.

**Procedure**

Development of a regional model ordinance is in progress. The model ordinance will be adopted when complete and when approved by resolution will be incorporated by reference herein.

**SECTION 5.1 PRESSURE PROCEDURE**

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**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 (psi) or increased by more than 15 psi.

**5.1-2 PROCEDURE****5.1-2(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.

**5.1-2(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.

**5.1-2(C) District Increases Water Pressure**

When it becomes necessary to increase a customer's water pressure and the 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**

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**

**5.2-2(A) General**

- (1) Since property or lives may be in danger due to lack of adequate water supply at fire hydrants, or when a portion of the District's system is shut down for modification or repair, notification of affected fire agencies is essential.
- (2) When it is necessary to have customers out of service for repairs to portions of the system, all affected customers shall be notified. Every reasonable effort shall be made to minimize the inconvenience to the District's customers.

**5.2-2(B) Planned Shutdowns**

- (1) Prior to any planned shutdown of the system, the Field Operations & Distribution Manager or his/her designee shall provide for the timely notification of any customer who may be temporarily without service because of the shutdown. District personnel shall notify all affected customers of the date, time, and approximate duration of the shutdown. Customers will be notified by "Notice of Water Shut-Off" card left at the customer's home and/or by telephone or voicemail message. Notification of a densely populated area may also be by mail.
- (2) If any fire hydrants are out of service because of shutdown, the Field Operations & Distribution Manager or his/her designee shall notify the affected fire agency by telephone and/or fax at the time of the shutdown. Notification to fire agencies shall include the area affected, the specific fire hydrants out of service, and the estimated duration of the shutdown.
- (3) Prior to any planned shutdown during normal working hours, the Field Operations & Distribution Department shall notify Customer Service of the area affected, estimated duration, and the reason for the shutdown.
- (4) There will be no scheduled Monday shutdowns except under special circumstances and/or emergencies.
- (5) There will be no shutdowns in the same area two (2) days in a row except in emergencies. There may be other circumstances that would preclude the District from a shutdown because of abnormal shutdown length.

**5.2-2(C) Emergency Shutdowns**

- (1) An emergency shutdown of a portion of the system may become necessary due to a broken main or other system problems. The Duty Supervisor, Duty Response, or Operations Center office shall notify the affected fire agency as soon as the District

- becomes aware of the problem. The fire agency shall be notified of the affected areas, the fire hydrants out of service, and an estimate of duration of the shutdown.
- (2) A record shall be made of the notification call to the fire agency. The record shall reflect the time of the call, information transmitted, and the name of the person within the agency notified.
  - (3) If an emergency shutdown is during normal working hours, Customer Service at the Administrative Office shall be notified of the shutdown immediately. If the emergency is after normal working hours, the Duty Response shall immediately notify the District's answering service of the problem area with an estimate of the duration of the emergency.

**5.2-2(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 agency shall be notified.
- (2) The Duty Supervisor, Duty Response, or Operations Center staff contacting the fire agency shall make a record of the notification indicating the time and person contacted.

**SECTION 5.3 CROSS-CONNECTION CONTROL****SECTION 5.3 CROSS-CONNECTION CONTROL****5.3-1 POLICY**

The 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**

**5.3-2(A)** "Cross-connection" means a structural arrangement between a public water system, or a distribution system conveying water obtained from the public water system and located on the premises of a water user, and any source or distribution system containing liquid, gas, or other substances not from an approved water supply.

**5.3-2(B)** "Backflow Prevention Device" shall mean an effective device approved by the District used to prevent water or other liquid material flowing from the customer's property, from entering the potable water system.

**5.3-3 CROSS-CONNECTION CONTROL**

**5.3-3(A)** District customers that have a potential or existing cross-connection hazard shall install an approved backflow-prevention device (ABPD) at the user's connection.

The following areas require mandatory backflow prevention:

- (1) **New Construction/Redevelopment**  
New construction/redevelopment classified as commercial/industrial shall install an ABPD.
- (2) **Auxiliary Water Supplies**  
State law requires an ABPD when a property with an auxiliary water supply is also served by a domestic water supply.
- (3) **Fire Service**  
This type of backflow prevention device shall be approved prior to construction by the Helix Water District. The owner shall also get approval for the device and system from the fire marshal.
- (4) **Irrigation Meter**  
New domestic and commercial/industrial irrigation service shall install an ABPD.

**5.3-3(B)** The degree of protection from an actual or potential cross-connection and the type of backflow prevention device required to be installed shall be determined by the District.

Only devices tested and approved by the University of Southern California Foundation for Cross-Connection Control Hydraulic Research will be accepted. Reference standards:

- (1) Manual of Cross-Connection Control, 9<sup>th</sup> Edition, University of Southern California
- (2) List of Approved Backflow Prevention Assemblies, University of Southern California
- (3) The Guidance Manual for Cross Connection Control Programming, State of California, Department of Public Health, Office of Drinking Water
- (4) San Diego Regional Standard Drawings
- (5) Uniform Plumbing Code (UPC)
- (6) Title 17, Public Health, California Administrative Code

**5.3-3(C)** Backflow preventers shall be tested *immediately* after they are installed, relocated, or repaired, and not placed in service unless they are functioning as required. Test results shall be submitted to the District within 30 days of the date of installation, relocation, and repair. The customer is responsible for having the device 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.

**5.3-3(D)** All testing of devices shall be by a tester that meets the certification requirements of the Southern California Foundation for Cross-Connection Control, American Water Works Association, or any other agency such as County of San Diego or State of California with a certification process approved by District. Inspection reports shall be forwarded to the District.

**5.3-3(E)** Installation, maintenance and repair of backflow devices and appurtenances are the responsibility of the customer. Copies of maintenance and repair reports shall be forwarded to the District.

#### **5.3-4 INVESTIGATION PROCEDURE**

##### **5.3-4(A) Inspection of Customer's Premises**

The owners of property serviced by the District shall permit detailed inspection of their premises by the District and County and State Health Department personnel to determine if potential or actual hazards to the public water supply are present.

##### **5.3-4(B) Written Report and Recommendation**

A written report of the inspection shall be made by the District or the Department of Public Health of the county or state and a copy will be given to the customer upon request. The report shall evaluate existing or potential hazards to the public water supply. Requirements

may include meter protection. The customer will have 30 days to 6 months (depending on the degree of hazard), as determined by the District to comply with the requirements specified in the report.

**5.3-4(C) Reinspection for Compliance**

At the end of the period allowed for compliance, the District shall reinspect the customer's premises to verify compliance. If a customer has been found in noncompliance with the requirements specified, delivery of water to the customer shall be discontinued.

**5.3-4(D) 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.

Delivery of water shall be discontinued if District or County Health Department personnel determines that:

- (1) A backflow prevention device has not been installed after due notice has been given.
- (2) A defect found in the backflow prevention device has not been corrected after due notice has been given to make repairs.
- (3) The owner of the property has failed to submit in writing, test results after receipt of the District's letter requesting annual certification of backflow prevention device.

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 they are either required to install and test an ABPD or to complete and submit the results of the annual testing of their existing ABPD. 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 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 ABPD has been installed and tested or the annual test is certified at the customer's expense and is in good working order, or the cross-connection is abated to the satisfaction of the District.

The customer may take an appeal to the General Manager at any step of the process leading to discontinuation of service. If a customer disputes the final decision by the General Manager, he or she may appeal directly to the Board of Directors of the District. The Board's decision is the final administrative review available to a customer.

Any such turnoff shall require the District standard fee to reinstate service (see Sections 2.5-4(C) (2) and 2.12).

**SECTION 7.1 EMERGENCY OPERATIONS PLAN**

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**SECTION 7.1 EMERGENCY OPERATIONS PLAN**

**7.1-1 POLICY**

Helix Water District recognizes the need to preserve water quality and ensure water delivery to essential services during state and local emergencies.

This shall be accomplished by the establishment, implementation, and maintenance of an effective Emergency Operations Plan. This plan shall comply with disaster preparedness requirements outlined in applicable federal, state, and local codes which affect the District.

The District's Administrative Manual and the Emergency Operations Plan contain guidelines explaining staff responsibilities and procedures. These documents will be periodically updated.

**SECTION 7.2 ENVIRONMENTAL, HEALTH, AND SAFETY POLICY**

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**SECTION 7.2 ENVIRONMENTAL, HEALTH, AND SAFETY POLICY**

**7.2-1 POLICY**

The policy of Helix Water District is to achieve the greatest practical degree of freedom from accidents and to ensure that every employee is provided safe and healthful working conditions, free from recognized hazards.

As such, the District has established and implemented an effective Environmental, Health, and Safety Policy.

The Environmental, Health, and Safety Policy includes the Injury and Illness Prevention Program which will meet or exceed federal, state, and local regulatory requirements. These requirements recognize an employee's right to refuse to work in unsafe conditions without fear of discipline or discrimination.

This policy also includes the Hazard Communication Program, Fire Prevention Program, Emergency Action Plan, and other programs mandated by federal, state, and local regulatory agencies. These programs outline specific safe work procedures and summarize employee and supervisor responsibilities.

All of these documents will be periodically reviewed and updated.

**SECTION 7.3 CLAIMS AND LAWSUITS**

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**SECTION 7.3 CLAIMS AND LAWSUITS****7.3-1 CLAIMS AND LAWSUITS PROCEDURES**

The following procedures apply to all claims and lawsuits filed or brought against the District.

**7.3-1(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.

**7.3-1(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.

**7.3-1(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.

**7.3-1(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.

### **8.1-1 POLICY**

- 8.1-1(A)** As the supplier of a vital utility service in several communities, the 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.
- 8.1-1(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 contribute to the good relations the District has with the public.
- 8.1-1(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. 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 real 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 Water Authority was annexed to The Metropolitan Water District of Southern California (MWD). 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 MWD 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 MWD 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, the 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, Mt. 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 Irrigation District Act of the State of California.

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 we have 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.

The 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 our 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 Helix Board of Directors to provide our 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 260,000. It serves more than 55,357 meters with almost 14 billion gallons of water, or 38,912 acre-feet, annually.

As the second largest member agency of the San Diego County Water Authority, the District has two representatives on their 34-member Board of Directors. In turn, the Water Authority has four representatives on the Metropolitan Water District's 37-member Board of Directors.

### **8.1-3 VISION, MISSION, VALUES, AND COMMITMENTS**

The Board of Directors has adopted the following for implementation by every employee.

#### **Vision Statement**

Helix Water District - Setting standards of excellence in public service.

#### **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 providing superior service to our customers.

#### **Values**

- **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.
- **Commitment to our Employees**  
We value each employee's unique contribution to the success of the District. We support our employees through training, development, and recognition of their strengths and individual talents.
- **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.
- **Teamwork**  
We recognize the power of teamwork. We are committed to helping each other in the spirit of cooperation to be the best.
- **Responsibility and Accountability**  
We are responsible for accomplishing the vision and mission of the District and are accountable to ourselves and each other.
- **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.
- **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.
- **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.

- **Cost-Effective Quality**

We achieve excellence through programs that emphasize cost-effective quality.

### **Commitments**

To accomplish our vision and mission, we make the following commitments:

*Commitments to our customers and community:*

- To provide service at the best value.
- To develop employees committed to providing service in a courteous, efficient, and professional manner.
- To operate on a sound financial basis.
- To consider the environmental impact of any District action.
- To abide by all applicable laws and regulations.
- To provide timely information to the community on water issues.
- To listen and respond to the public.
- To invest in water research and development.

*Commitments to our employees:*

- To foster an atmosphere of team spirit and open communication.
- To provide a positive environment that encourages personal and professional growth.
- To promote qualified personnel from within the organization, whenever possible.
- To value the safety of all employees.
- To provide compensation that is equitable and competitive.
- To encourage pride in our standards of excellence regarding quality and service.

### **8.1-4 PERSONAL CONDUCT - RULES AND GUIDELINES**

**8.1-4(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.

**8.1-4(B)** It is essential that employees be punctual with respect to working hours and appointments they make with others.

**8.1-4(C)** Desks, files, trucks, and lockers of the 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.

**8.1-4(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.

- 8.1-4(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 their race, national origin, sex, sexual orientation, age, religious or political beliefs may not be transmitted.
- 8.1-4(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 drugs or alcohol. Employees shall not operate a District vehicle or equipment while under the influence of 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 Administrative Manual, the Alcohol and Drug-Free Workplace Policy, and the additional rules for safety-sensitive positions per the Department of Transportation Guidelines.)
- 8.1-4(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.
- 8.1-4(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.
- 8.1-4(I)** 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 department director or the General Manager before engaging in the activity.
- 8.1-4(J)** Employees should minimize personal telephone calls, emails, and visitors during working hours and minimize having their personal mail addressed in care of the District.
- 8.1-4(K)** An employee must keep the District informed of his/her latest address, telephone number(s), and address and telephone number of the person to be notified in case of an emergency.
- 8.1-4(L)** 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.

- 8.1-4(M)** 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 an exemplary manner.
- 8.1-4(N)** Employees should be courteous to the public and to other employees on all occasions. Employees shall not use profanity or inappropriate language.
- 8.1-4(O)** 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.
- 8.1-4(P)** All tools, keys, identification cards, facility access devices, and other property of the District must be returned to the proper department when employment terminates.
- 8.1-4(Q)** Employees shall not enter into disputes with the public. Allowances must be made for the public's unfamiliarity with District practices.
- 8.1-4(R)** 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.
- 8.1-4(S)** 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.)
- 8.1-4(T)** Employees are required to cooperate in any internal or external District investigation.
- 8.1-4(U)** Employees shall not disclose confidential information to any unauthorized person(s). This includes providing any unauthorized person(s) information regarding customers' account information, confidential correspondence(s), notes, files, drawings, plans, programs, and/or information related to District facilities and computer security.
- 8.1-4(V)** 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.
- 8.1-4(W)** There are many aspects of the District's business operations and activities that involve confidential information. 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 correspondence, notes, files, drawings, plans, programs or facility and computer security information to any unauthorized person.

### **8.1-5 EMPLOYMENT POLICIES**

#### **8.1-5(A) Requirements**

- (1) Prior to an offer of employment in a DOT safety-sensitive or non-DOT safety-sensitive position, and in accordance with the District's policy regarding the use of drugs and alcohol at the workplace, a drug screening test with negative results is required.
- (2) Prior to commencement of employment, or shortly thereafter, several steps are required.

A background investigation will be made for a record of criminal convictions. Convictions initially identified may be disregarded if it is determined that mitigating circumstances exist, or that the conviction is not related to the employment in question. Failure to disclose conviction information can be grounds for immediate termination.

Job candidates may be required to take a District administered driving test. Driving records of job candidates will be checked. Driving record standards can be found in the District's Administrative Manual.

Upon hire, the selected applicant will be required to sign a loyalty oath and provide documentation supporting employment eligibility in the United States.

- (3) Employment with the District shall not be extended to employees' immediate family members except as temporary contract or part-time employees working less than an average of twenty (20) hours per week. "Immediate family members" are defined as spouse, son, daughter, stepson, stepdaughter, parents, stepparents, brother, sister, stepbrother, stepsister, aunt, uncle, niece, nephew; in-laws: son, daughter, mother, father, brother, sister; grandparents, grandchildren, registered domestic partner, child of registered domestic partner, mother or father of registered domestic partner, or any person over which employee acts as legal guardian. However, a spouse or a registered domestic partner of an employee shall not be deemed to be an immediate family member for the purpose of employment with the District. Termination of an employee will not be required if a family relationship is created by marriage after an employee is hired. However, for reasons of supervision, safety, security or morale, members of the immediate family including a spouse who works for the District may not work under the direct supervision of a family member.

#### **8.1-5(B) Employment Status**

- (1) Probationary Employment Status

Employment with the District is on a probationary, at-will basis for the first twelve 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 (PTO), holidays, or deferred compensation unless specifically approved in writing by the General Manager. Temporary employees working for more than 10 months may be eligible for membership in Public Employees' Retirement System (PERS) if their annual hours worked equal or exceed 1,000 hours during the fiscal year.

(4) Intern Employment Status

A student working for the District less than 975 hours per fiscal year is considered intern, at-will employment status. Intern employees shall be compensated at an hourly rate. An employee in an intern employment status does not accrue any fringe benefits.

(5) Part-Time Employment Status

a) With Limited Benefits

Part-time status employees with limited benefits are those expected to work a normal schedule of 24-36 hours per week. Specific guidelines for part-time employment with limited benefits are in the Administrative Manual.

b) Without Benefits

Part-time status employees without benefits work an average of less than 24 hours per week. Part-time employees may be eligible for membership in Public Employees' Retirement System (PERS) if the employees work at least 20 hours per week for a term of at least one year, or where no employment term is set, after employees have worked at least 1,000 hours in a fiscal year. Part-time status

employees shall accrue no fringe benefits other than PERS 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, and with or without cause, and no reason needs to be given by the District for such termination.

**8.1-5(C) Hours of Work**

(1) General

Working hours and rules shall be established to provide employees with consistent standards with which to comply. District 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 work schedule, the employees' work week shall start four hours into the alternating 8-hour day. The 8-hour day and flex day must be on the same day of the week. Regularly moving on and off alternative work week schedule (i.e. 9/80) is prohibited.

Alternative or flexible work schedules may be approved by the department director for employees provided that District and departmental needs are accommodated. An approved alternative work schedule may be modified or discontinued at any time for any reason by the District.

(2) Administrative Office

The hours for the Administrative Office are generally 8:00 a.m. to 5:00 p.m., Monday through Friday. A one-hour lunch period and two 15-minute break periods will be allowed. Lunch and break periods will be staggered to provide efficient continuous service to the public. Employees may occasionally, with their supervisor's authorization, take a half-hour lunch period or begin work at 7:30 a.m. Authorization will only be granted when the temporary change is acceptable to the District and the additional time is used in the same work week.

(3) Operations Center

The hours for the Operations Center are normally 7:00 a.m. to 3:30 p.m., Monday through Friday, or an alternative or flexible work schedule of 6:30 a.m. to 4:00 p.m. The designated 30-minute lunch period shall be 11:30 a.m. to noon. Two 15-minute breaks shall be allowed. 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.

(4) Treatment Plant

The Treatment Plant hours are normally Monday through Friday, 7:00 a.m. to 3:30 p.m. with a 30-minute lunch period. Two 15-minute breaks shall be allowed. In addition, the Treatment Plant shall be staffed by Plant Operators on a 24-hour schedule.

**8.1-5(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.

**8.1-5(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.

**8.1-5(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 award and District retirement eligibility date, but not in the accrual of Paid Time Off (PTO). 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 this paragraph.

Anyone whose service is broken due to induction into military service and returns to work after an honorable discharge (or release from active duty in good standing) will receive past service credit for all benefits as though the employee had not left. This includes credit for their period in the military service.

**8.1-5(G) Resignations, Layoff, or Reduction of Force**

(1) Resignations

Any notice of resignation shall be put in writing. If an employee submits a resignation of employment, the General Manager or his 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 organization 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 or 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 or 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.

**8.1-5(H) Discrimination and Harassment**

All employees have a right to work in an environment free from harassment and discrimination based on race, color, national origin, ancestry, sex, religious beliefs, age, marital status, sexual orientation, physical or mental disability 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 their race, color, national origin, ancestry, sex, religious beliefs, age, marital status, sexual orientation, a physical or mental disability, or any other classifications protected by law. 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 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 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.

The District prohibits and will not tolerate any retaliation against an employee for filing a complaint or participating in an investigation of a complaint.

An employee who feels he or she has experienced discrimination or harassment or retaliation in the workplace, should immediately inform a supervisor or the Human Resources Department. The employee has a right to file a complaint with Human Resources, the California Department of Fair Employment and Housing (DFEH), or the Federal Equal Employment Opportunity Commission. See posted notification on District bulletin boards for information on rights and the DFEH complaint process.

The Human Resources Department will assist department supervisors in conducting an investigation in a timely manner. This may include interviewing the alleged victim, the alleged harasser, and any witnesses. Complaints will be kept as confidential as possible. Disciplinary action, up to and including termination, will be taken if such conduct is found to have occurred. The Department Director or Human Resources Department will follow-up with the individual making the complaint as deemed appropriate.

To heighten awareness of harassment issues, the District provides annual training to all employees. In addition, supervisors are required to attend a formal program in compliance of AB 1825 once every two years.

#### **8.1-5(I) Smoking in District Facilities**

Smoking is prohibited in:

- (1) All District buildings.
- (2) All District vehicles.

#### **8.1-6 COMPENSATION**

##### **8.1-6(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.

##### **8.1-6(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 dental insurance, long term disability insurance, computer loan program, supplemental insurance, or contribution club. All employees are strongly encouraged to participate in the District's direct deposit program. It is the intent of the District to minimize the issuing of paper checks.

##### **8.1-6(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 eleven 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 eleven steps in the pay range for job classifications: A, B, C, D, E, F, G, H, I, J and K. If an employee starts at step "A", and work performance is fully satisfactory, he/she may be recommended for annual merit increases at each anniversary date. Annual merit increases are generally 5%. The annual merit increase will be recommended by the supervisor based on performance and approved by the General Manager. The anniversary date is the latter of the employment date or last reclassification with a 5% or greater salary increase.

#### **8.1-6(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% or greater salary increase would change an employee's anniversary 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, and part-time employees with benefits 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 the District and has been reemployed at least three months.
- (3) For management 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. The General Manager shall then determine the recruitment process. If outside applicants are being considered, employees with less than six months' service, part-time without benefits and temporary employees may apply along with outside candidates.
- (4) An existing employee selected for the vacant position shall be placed on a 90-day trial basis. 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) 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.).

**8.1-6(E) Premium Pay, Comp Time Accrual, Callback, and Standby Duty for Nonexempt Employees**

- (1) **Unscheduled**

(a) **Work Schedule Modification**

Two hours prior to the employee's normal start time, Monday through Friday, the District may need to modify an employee's work schedule to meet the needs of contractors or our consumers. Such notice to an employee may be made at the end of the employee's previous workday or earlier. Under these conditions, premium compensation at time and one half will be provided only if the employee works more than his/her regular scheduled hours for that day.

(b) **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.

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.

(c) **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 (2) 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 for eight hours before returning to work. 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 PTO, comp time, etc., to offset the required time off.

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.

(d) **Premium Pay Rates**

Employees will be compensated at time and one-half except for the following conditions:

Work within eight (8) 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.

(e) 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 minimum of eight consecutive hours off duty is required for any employee who has worked 16 consecutive hours or more, before such 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 (48-hour minimum prior notice)

(a) Work Schedule Modification

Individual workdays and/or workweeks may be modified as to schedule or work hours on Monday through Friday between 5:00 a.m. and 11:00 p.m. without premium compensation provided the employee does not exceed 40 hours in that week.

Section 8.1-6(E)(1)(a) also applies to scheduled work.

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 before returning to work. 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 PTO, comp time, etc., to offset the required time off.

(b) Premium Pay Rates

Under the following conditions, employees will be compensated at a premium rate:

When an employee works 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 or if the employee is part-time status.

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, December 25 (Christmas Day), and January 1 (New Year's Day), will be compensated at double time except for employees in part-time status.

(3) Comp Time

Department directors determine the amount of comp time allowed to accrue within each department, which cannot exceed the District maximum of 40 hours per employee. Only the General Manager may waive this restriction on a case-by-case basis when necessary for the efficient operation of the District.

(4) Standby Duty

The guidelines for after-hours standby responsibilities and compensation are in the Administrative Manual.

(5) Shift Differential

5% shift differential is paid to employees performing the duties of a Plant Operator I, II or III. Shift differential pay is not applied to overtime or double time hours.

**8.1-6(F) Suggestion Awards**

- (1) The District has adopted a program 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.
- (2) Suggestions are reviewed, analyzed, and evaluated by a committee which then makes a recommendation to the General Manager. For details, refer to the Administrative Manual.

**8.1-6(G) Tuition Reimbursement and Training**

The District will assist full time and part-time with benefits regular status employees who desire to improve their job skills on their own time through educational study related to a Helix job classification.

Full time and part-time with benefits probationary employees are eligible for tuition reimbursement only for courses directly related to the job currently held by the employee.

The District will reimburse up to \$2,746.00 in any one fiscal year for tuition, registration, parking, books, and laboratory fees for approved courses.

For more details about the District's guidelines regarding tuition reimbursement and training, refer to the Human Resources section of the Administrative Manual.

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**8.1-6(H) Interest-Free Computer Loans**

The District will provide an interest-free loan to all eligible regular status employees and Directors 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 the District. Refer to the Administrative Manual for program details.

**8.1-6(I) Deferred Compensation**

Helix provides probationary and regular status employees the opportunity to participate in a 457 Deferred Compensation Plan. Effective 7-1-01, the District began matching up to \$500 per calendar year for each participating employee. Funds are matched on a dollar-for-dollar basis until the maximum total of \$500 is matched by the District. Effective 12-27-04, any matching dollars are placed in the 401a plan. A separate enrollment form must be completed for both the 401a and 457 plans.

**8.1-7 INSURANCE**

Information booklets are available from the Human Resources Department.

**8.1-7(A) Group Medical Insurance**

- (1) On the first of the month following employment with the District, probationary status employees and part-time employees with benefits are eligible to participate in a group medical insurance program. The District pays 100% of the medical insurance premiums for full time probationary and regular status employees and their eligible dependents, which may include spouses, registered domestic partners, children, and stepchildren. Details of all plans are outlined in pamphlets which all employees are encouraged to read.

There may be a pre-existing condition limitation for some plans. Information booklets are available to all employees.

Unless applied for when first eligible, eligible dependents may only enroll when there is a qualifying event or at Open Enrollment.

- (2) If an employee who is not yet eligible for retirement benefits according to Section 8.1-10(C)(1) dies, whether active or disabled at death, that employee's eligible dependents will be provided medical insurance, one month for each full year of active employment, with a six-month minimum. At the end of that duration, the eligible dependents would be offered continuation coverage through COBRA for up to 36 months at their own expense.

If an employee who is eligible for retirement benefits according to Section 8.1-10(C)(1) dies while still employed, his/her eligible dependents will continue to be provided medical benefits the same as provided to retirees.

- (3) Employees and/or their dependents who would normally lose their medical or dental insurance due to changes in family or employment status may be eligible to continue in the group plan. 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 the Human Resources Department.

- (4) Employees shall provide the District current information about the status of dependents.

**8.1-7(B) Dental Insurance**

On the first of the month following two months of employment, full time probationary and regular status employees are eligible to participate at no cost in a group dental insurance program. Dependent coverage is available with 50% of the premium cost paid by the District and 50% paid by the employee. Eligible dependents may include spouses, registered domestic partners, children, and stepchildren. Unless applied for when first eligible, eligible dependents may only enroll when there is a qualifying event or at Open Enrollment. Information booklets are available to all employees.

**8.1-7(C) Vision Care**

- (1) On the first of the month following two months of employment, probationary and regular status employees are eligible to participate in a group vision insurance program. Unless applied for when first eligible, eligible dependents may only enroll when there is a qualifying event or at Open Enrollment. The District pays 100% of the vision insurance premiums for probationary and regular status employees and their dependents. Eligible dependents may include spouses, registered domestic partners, children, and stepchildren. Details of all plans are outlined in pamphlets, which all employees are encouraged to read.
- (2) Employees shall provide the District current information about the status of dependents. Dependents must be enrolled when the employee becomes eligible for vision coverage or the first day of the month after becoming an eligible dependent.

**8.1-7(D) 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 20 times monthly salary rounded up to the next even \$100.00 with a maximum of \$200,000.00, except at age 70 and above, the maximum amount is \$10,000.00. Additional benefits are payable in the event of an accidental death or dismemberment.
- (2) Life insurance of up to \$1,000.00 is also provided for eligible dependents as defined in the insurance policy. Employees should provide the District current information about the status of dependents.
- (3) Board members under age 70 receive \$100,000.00 life insurance benefit. At age 70 and above, the maximum amount is \$10,000.00.
- (4) The active employees' and Board members' life insurance provides an accidental death and dismemberment clause which doubles the benefit payable in the event of accidental death or dismemberment.

**8.1-7(E) Disability Benefit Plan**

- (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 borne by the District with the employee contributing 1/10 of 1 percent of salary. Upon claim approval, the plan provides 2/3 of regular monthly salary, to a maximum benefit of \$10,000.00 per month. Benefits under this plan are integrated with other benefits provided by the District (i.e., workers' compensation, sick leave, Social Security, etc.).
- (2) There is a 90 calendar day waiting period prior to eligibility for benefits. Paid Time Off (PTO) leave may be used to provide full pay during the waiting period. Accrued PTO leave can be used to supplement disability benefits. Refer to the benefit booklet or the Human Resources Department for benefit duration.
- (3) Per the life insurance policy stipulations, life insurance coverage may be continued while the employee is totally disabled and receiving long-term disability benefits.

**8.1-7(F) 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**

**8.1-8(A) Paid Time Off (PTO)**

- (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:

<b>Years of Service Completed</b>	<b>Earned PTO* Days Per Year</b>
Under 5	24
Over 5 but less than 7	29
Over 7 but less than 9	30
Over 9 but less than 11	31
Over 11 but less than 13	32
Over 13 but less than 15	33
Over 15 but less than 17	34
Over 17 but less than 19	35
Over 19 but less than 21	36
21 and Over	37

\*A PTO day is equal to an eight-hour day.

- (2) PTO time is intended to provide a rest and change for the employee. For this reason, all employees are encouraged to take at least five (5) consecutive workdays of Paid Time Off during each year of their employment. PTO leave can accrue up to a maximum of 180 days for all employees with less than 20 years of service. When PTO accrual reaches the limit, additional leave will not accrue until use brings the total below the limit. PTO will have no accrual limit for employees with 20 or more years of service.

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 non-refundable and non-transferable may be reimbursed by the District with General Manager approval.

Employees must contact their supervisor 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.

Employees returning to work following an accident, injury or extended illness may be subject to a Fitness for Duty (FFD) / Return to Work (RTW) 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 FMLA, CFRA, PDL, ADA, California Disability Retirement statutes, California Workers' Compensation statutes or any other state or federal Law. The District may deny reinstatement to an employee if an FFD/RTW evaluation is requested and the employee fails to abide by the request.

FMLA-Family Medical Leave Act  
CFRA-California Family Rights Act

PDL-California Pregnancy Disability Leave  
ADA-Americans with Disabilities Act

Upon termination of employment, accumulated PTO 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 pre-retirement 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).

- (3) Kin Care  
Employees may use ½ of the PTO time they accrue each year to attend to an illness of an eligible family member, as long as the employee has PTO. PTO reported as Kin Care ensures employees receive their protected leave pursuant to Labor Code

233. Please refer to the Attendance Guidelines Policy in the Administrative Manual for specific guidelines.

- (4) **Conversion to Payment**  
 PTO accumulated over 60 days can be converted to pay quarterly in August, November, February and May, up to a maximum of 24 days each quarter, provided the employee has used five days PTO leave in the prior 12 month period. Payments will be optional at the employee’s request. In the event an employee experiences an extreme personal financial hardship, the General Manager may approve PTO sell back reducing the PTO accumulated to no less than 10 days.
- (5) **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.

**8.1-8(B) Holidays**

- (1) The following holidays are recognized for probationary and regular status employees:

New Year’s Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President’s Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans’ Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday after Thanksgiving Day
Christmas Day	December 25
Two (2) floating holidays, one granted to active employees on January 1 <sup>st</sup> and one granted to active employees on July 1 <sup>st</sup> .	

- (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 pay on the last 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) For System Operators and Treatment Plant Operators, time worked on a District holiday will be paid for the time worked plus an added half-time pay (time and a half compensation) except for Thanksgiving, December 25 (Christmas Day), and January 1 (New Year's Day). Those three dates will be paid at regular time plus an additional day's pay (double time).
- (5) The Floating holiday program began on January 1, 2001. Employees will be granted two floating holidays, to be used at the convenience of the employee, 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. Employees hired between January 1 and June 30 of any calendar year would accrue one floating holiday 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 District employment through voluntary or involuntary termination. Involuntary termination includes layoff, dismissal, disability or death.

Floating holidays are to be taken in eight (8) hour, full day amounts only.

Employees who do not use the floating holiday time accrued by December 31<sup>st</sup> of each year will forfeit the time off.

**8.1-8(C) Workers' Compensation/Injury Leave**

- (1) All employees are included in the District's Workers' Compensation insurance coverage. Employees injured on the job receive all benefits allowed by law.
  - (a) When an employee's initial medical visit for a work-related injury or illness is during work time, he/she will be paid regular time until the end of his/her scheduled shift. If the medical visit extends beyond his/her scheduled shift, no additional pay is provided to the employee unless it is recommended by the Department Director and approved by the General Manager (for unusual and unique circumstances).
  - (b) Temporary disability payments begin on the fourth calendar day off the job. The first three (3) days may be charged against accumulated PTO, floating holiday, or comp time.
  - (c) Temporary disability payments are paid for the first three (3) full days off the job if the employee is hospitalized or cannot return to work within 14 calendar days.

- (2) In addition to Workers' Compensation benefits, the District also provides injury leave to probationary and regular status employees. This benefit supplements Workers' Compensation temporary disability payments to allow full salary continuance.
  - (a) Employees are eligible to use injury leave beginning on the fourth calendar day off the job.
  - (b) Injury leave may be used for the first three days off the job if an employee is hospitalized or medically restricted from returning to work for more than 14 calendar days.
  - (c) Upon hire, each employee receives credit for 10 days injury leave. Additional injury leave of five (5) days is credited to every employee beginning the third year of employment, continuing each year of employment until the maximum of 65 work days is reached. Follow-up medical appointments are not eligible for injury leave use.
  - (d) If the employee is unable to return to work and has used all available injury leave, accumulated PTO leave may be used to supplement Workers' Compensation payments and allow the employee to receive up to full pay.
  - (e) Payments made to an injured employee through the District's injury leave and the state's Workers' Compensation plans shall not exceed an employee's normal salary.
- (3) The District has a Modified Duty Plan to encourage employees to return to work as quickly as possible when recuperating from illnesses and/or injuries. Please refer to the Modified Duty Plan in the Administrative Manual for specific guidelines.
- (4) An employee may be eligible to receive benefits provided by the District's long-term disability plan if unable to return to work after 90 calendar days due to an eligible injury or illness.

**8.1-8(D) Extended Medical Leave**

- (1) Provisions for Extended Medical Leave

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 PTO 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. The period between the last day worked and the first day of extended medical leave shall not exceed the total number of PTO hours accrued by the employee on the books on the last day worked. Donated PTO hours will not affect the date extended medical leave begins. Regular employment status may be extended by the total accrued injury leave for any disability resulting from a qualifying industrial injury or illness. [See Section 8.1-8(C).]

New or donated PTO hours and/or floating holidays on the books when extended medical leave begins will be paid during the 4 month extended medical leave period. However,

these hours do not extend the beginning date of the extended medical leave. Extended Medical Leave is not available to probationary or temporary employees except when related to pregnancy, miscarriage, and/or childbirth. Disabilities relating to pregnancy, miscarriage, and childbirth are also covered under this policy [see Section 8.1-8(F)].

The four-month allowance for extended medical leave is available for any 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.

The four-month allowance for extended medical leave can run concurrently with federal and California laws regarding family and medical leaves. However, pregnancy disability leave cannot run concurrently with the California Family Rights Act. When intermittent time is being taken, the District may choose to designate FMLA/CFRA prior to the beginning of the extended medical leave.

If an employee passes an anniversary date for injury leave accrual while off on a work-related injury, but not yet on extended medical leave, the injury leave will accrue, and can be used, however, this additional accrual does not extend the starting date of medical leave.

When an employee returns from extended medical leave, he/she is not allowed to “buy back” PTO hours that were paid to the employee.

(2) Continuation of Benefits

Medical, dental, vision, and life insurance benefits continue during extended medical leave and are paid by the District. The employee is responsible for any dependent’s dental insurance payment and computer loan payments if applicable, normally taken through a payroll deduction and should contact the Human Resources Department to set up a payment plan. Salary payment, Injury Leave, and PTO do not accrue during extended medical leave. In addition, PERS service credit may be interrupted during an extended medical leave.

If an employee is medically unable to return to work at the end of an extended medical leave, the District will continue payment for medical benefits for the disabled employee and his/her eligible dependents while the employee remains unable to work and for a specified period, if allowed under the District’s plan agreement with the insurance carrier. The period of continued coverage will be based on years of service, with a maximum period of coverage of one year for each year of service (i.e., 5-1/2 years of service equals a maximum 5-1/2 years of coverage).

Continued coverage is conditioned on the carrier’s willingness to provide such coverage as a part of the District’s group plan. The District has a letter from Kaiser Foundation indicating it will continue coverage. Continued life insurance coverage will be available as provided by the carrier’s disability premium waiver program.

If for any reason beyond the District’s control the carrier will not provide service-based coverage, the employee (and eligible dependents) may continue group coverage for a limited period at his or her own expense, plus an administrative fee in accordance with federal and California COBRA guidelines.

If an employee is medically unable to return to work at the end of an extended medical leave and still has any portion of their 480 FMLA/CFRA hours remaining, (refer to Section 8.1-8(E) of the Policies and Procedures Manual) the employee will remain in an extended medical leave status until those hours are exhausted. This situation would only exist if the employee were taking their PTO intermittently.

The donation of PTO hours to an employee does not extend the date Extended Medical Leave begins or ends for that employee. Refer to the District's Administrative Manual for more details on donation of PTO hours.

Service credit for purposes of service awards and higher PTO earnings will not be interrupted during an extended medical leave.

(3) Disability Benefit Plan

The District has a disability insurance plan available for all probationary and regular status employees upon completion of six (6) months of employment [see Section 8.1-7(E)].

**8.1-8(E) Family Care Leave**

Under California and federal law, employees may be eligible to take an unpaid leave to care for a:

- a) newborn or newly-adopted child, child placed for foster care; or
- b) child, spouse, registered domestic partner or parent with a serious health condition;
- c) serious personal health condition; or
- d) military spousal and military caregiver leave (District will comply with state and federal law, see Administrative Manual for details).

For purposes of this policy, a "serious health condition" is defined as an illness, injury, impairment, or physical or mental condition which warrants the participation of the family member other than for self to provide care and involves either (a) inpatient care in a hospital, hospice, or residential health care facility; or (b) continuing treatment or continuing supervision by a qualified health care provider.

Employees may have family care leave approved for a maximum of 12 weeks in a backward rolling 12-month period during which the employee's position is held for his/her return. When an employee's illness or injury requires absence from work, this time may count against their 12-week limit. The employee will receive notification from the District that this absence has been designated FMLA/CFRA qualified. The District's extended medical leave benefit may also run concurrently with the family care leave (FMLA). For purposes of military caregiver leave, employees are entitled to additional leave time.

The District's complete policy statement regarding family care leave can be found in the Administrative Manual.

**8.1-8(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 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 policy statement regarding Family Care Leave in the Administrative Manual.)

**8.1-8(G) Bereavement Leave**

An employee is 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 or sister, mother/father-in-law, or mother, father of a registered domestic partner. Leave will consist of up to 3 working days (if less than 500 miles away) and 5 working days (if more than 500 miles away).

For the funeral of a fellow employee, retiree, or their immediate family member (as defined in Section 8.1-5(A), employees will be allowed up to two (2) hours to attend services. Employees' time will be distributed to the departments for which their labor is normally charged. For a funeral of an individual related to the District, the department director may authorize a maximum of two (2) hours off to attend services. Employees' time will be distributed to the departments for which their labor is normally charged.

**8.1-8(H) Civic or Military Duty**

(1) Jury and Civic Duty

The District may request that an employee postpone jury duty if an absence would be detrimental to the District. If the employee has served in the last three years the District will request that employee ask to be excused from service at that time.

Probationary employees are requested to postpone jury duty until their probationary period is over. The following points should be observed by all employees who receive 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.

- a) Employees must notify their supervisor and provide him/her with a jury duty summons notice.
- b) The employee will continue to receive his/her regular District paycheck for the duration of such service and may keep any compensation received from the court.
- c) Part-time employees are not eligible for jury duty pay from the District.
- d) Employees are required to use the time clock to provide a daily time log of jury duty time to their supervisor. Any employee excused for any part of a day must report back to his/her supervisor for the balance of the day.
- e) An employee shall keep his/her supervisor advised daily of his/her jury duty status. Upon completion of service, the employee shall again advise his/her supervisor.

- f) Employees on a 9-hour day alternative work schedule are required to use one hour of PTO for each workday if they do not return back to work.

If an employee receives notice to appear in court or to attend any other proceeding related to a personal matter, the employee will notify his/her supervisor and arrange to take PTO or comp time.

(2) 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 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 Helix 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 Helix for up to 12 months of military service. Life and long-term disability insurance ends on the last day on the job at Helix and will resume when the employee returns to work, unless restricted by the insurance carrier.

PTO leave does not accrue during absence for military service that extends beyond 30 days per year.

(3) Emergency Duty

Any 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 not be penalized for his/her absence from work.

**8.1-8(I) Leave Without Pay**

Employees may request a leave without pay. Leave approval must be obtained for any days requested that would place the employee in an unpaid status. Requests 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. PTO must be used in full prior to a leave without pay. 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].

Employees on leave without pay exceeding 40 hours will be responsible for reimbursing the District from the first day of the leave for the cost of their medical, dental, and vision insurance which continues during the approved leave. PTO leave will not accrue 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, PERS service credit may be interrupted during a leave without pay.

**8.1-8(J) Pre-Retirement Leave**

Pre-retirement 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. If not eligible to retire, see Section 8.1-8(A)(2).

**8.1-9 (Unused)**

**8.1-10 RETIREMENT**

**8.1-10(A) Public Employees' Retirement System**

- (1) The District is a member of the Public Employees' Retirement System of the State of California (PERS).

Probationary, regular, and part-time status with benefits employees who meet PERS membership qualifications are covered from the beginning date of their employment.

From June 26, 1982, through June 30, 1998, the District paid the 7% employee contribution. On July 1, 1998, the employees began paying 2.298% as a contribution towards the 2% @ 55 benefit added. On July 1, 1999, the employee's contribution was reduced to .451% of the employee contribution. On July 1, 2000 the District resumed paying the full 7% employee contribution. On June 29, 2002, the PERS formula was upgraded to 2.5% at 55 and the employee contribution increased to 8%, paid in full by the District.

Board members who take office after June 30, 1994, are not eligible for PERS membership.

- (2) After five years of employment and after attaining age 50, an employee may elect to retire from PERS and choose certain retirement benefits as established by PERS. An employee meeting retirement criteria with PERS will not be entitled to District retirement benefits nor be considered a District retiree until meeting the requirements as outlined in Section 8.1-10(C).
- (3) In addition to the pension retirement benefits, there are death benefits payable to the employee's beneficiary.
- (4) No attempt is made here to outline the provisions of this retirement program due to its complex nature. Any questions should be directed to the Human Resources Department or the local PERS office for clarification.

**8.1-10(B) Federal Social Security**

Social Security Insurance (FICA) is required by law for every District employee under an arrangement with the State of California and the Federal Social Security Administration. Benefits under the California Public Employees' Retirement System are integrated with benefits from Federal Social Security insurance. FICA costs are shared equally between the District and employees. Costs will change periodically as established by law.

**8.1-10(C) Insurance Benefits for Retirees**

- (1) The District offers life, medical, dental, and vision insurance benefits after retirement for employees hired before January 1, 2007, as follows:

Full benefits with the following age and service:

(See HR for your individual lock-in date.)

Age Attained	Completed Years of Service
55	15
54	17
53	19
52	21
51	23
50	25

Reduced benefits are available to employees, age 55 or older, with less than 15 years of service, hired before January 1, 2007, based on the following formula:

Age	Completed Years of Service	Benefits Provided
55 or greater	14	90%
55 or greater	13	80%
55 or greater	12	70%
55 or greater	11	60%
55 or greater	10	50%

- (2) Effective with employees hired or rehired after January 1, 2007, the District's eligibility formula for full medical, dental, and vision benefits after retirement will be as follows:

Age Attained	Completed Years of Service
50	25
51	24
52	23
53	22
54	21
55	20
56	19
57	18
58	17
59	16

60	15
60+	15

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:

Completed Years of Service		Benefits Provided
55-60 years/age	60+ years/age	
Age + YOS=74	14	90%
Age + YOS=73	13	80%
Age + YOS=72	12	70%
Age + YOS=71	11	60%
Age + YOS=70	10	50%

(3) **After-Office Directors' Benefits**

Reduced benefits are not available to Directors with less than 12 years of service whose terms of office began after January 1, 1981. Directors who took office prior to January 1, 1981, are eligible for District-paid medical, dental, and vision benefits upon retirement. Directors who take office after January 1, 1981, who serve at least 12 years, may continue medical, dental, and vision benefits upon retirement for life if they pay the full cost.

Life insurance continues for Directors, who retire on or after July 1, 1972, by years of service as follows:

- 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

For Directors who serve less than 12 years, insurance may be continued for the duration set by COBRA rules at the Director's expense.

**8.1-10(D) Medical, Dental, and Vision Insurance:**

- (1) The same coverage and benefits as are applicable for regular status employees and their eligible dependents, including registered domestic partners, upon retirement, shall be provided. The percentage of the insurance premium paid by the District for employees will not change upon retirement except for employees hired after January 1, 2007; see below Section (3). The insurance premium paid by the District will be reduced in accordance with the above paragraph for service of less than 15 years. Dental insurance is provided to employees retiring after July 1, 1978. Dependent dental insurance is available to employees retiring after August 1, 1983. Vision benefit is available to employees retiring after July 1, 1988.

- (2) Retirees eligible for dental insurance who retired before July 1, 1995, pay 90% of their dependents' dental coverage if elected. Retirees eligible for dental insurance who retire (d) after July 1, 1995, pay 50% of their eligible dependents' dental insurance if elected.
- (3) Retirees eligible for medical, dental, and vision insurance and hired after January 1, 2007, may elect to provide coverage to their spouse or eligible dependents after retirement provided they pay for 100% of the costs at the group plan rates. Retirees may continue to choose from plans available to all employees.
- (4) The spouse and eligible dependents of a deceased retiree shall be eligible to continue in the medical, dental, and vision programs on the same cost participation basis as before the retiree's death. Continued coverage will be subject to the regulations and requirements of the District's insurance carrier.
- (5) Employees hired after July 1, 1989 and Board members who take office after January 1, 1981, shall not be reimbursed by the District for any Medicare premiums incurred.
- (6) Retirees and dependents eligible for Medicare Parts A, B, and D, 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 to their Helix medical plan to continue their coverage through the District.

**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 above chart. 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.

### **8.1-11 SAFETY**

#### **8.1-11(A) District Vehicles**

Employees operating 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 as soon as possible after the citation/violation is issued, but not later than the time the employee returns to District property. See Administrative Manual for guidelines regarding the use of District vehicles and communication devices.

#### **8.1-11(B) Reporting Vehicle Accidents**

When an employee is involved in a vehicle accident, he/she must immediately notify his/her supervisor, manager, or department director. See Administrative Manual policy 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 & alcohol testing following an accident.

### **8.1-12 EMPLOYEE ORGANIZATIONS**

#### **8.1-12(A) Contribution Fund**

The Administrative 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 this program, a payroll deduction of 1/4 of one percent shall be authorized. These funds are administered by officers selected by the employee groups represented. All employees are encouraged to belong.

#### **8.1-12(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.

#### **8.1-12(C) Employees' Groups**

- (1) In accordance with the provisions of Resolution No. 02-06, the District 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.

#### **8.1-12(D) Problem Resolution**

If an employee is dissatisfied with an aspect of his/her employment, 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**

#### **8.1-13(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 oral or in writing 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.

**8.1-13(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 the 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 effected for disciplinary purposes. (Demotions resulting from employee's incompetency to perform required duties, organizational changes, or layoffs are not disciplinary.)
- (4) **Dismissal:** Discharge from District service.

**8.1-13(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.

- (8) Consumption of alcoholic beverages or being under the influence of alcohol while on duty or on District premises, in accordance with District's Alcohol and Drug-Free Workplace Policy.
- (9) Illegal use, possession, or 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 nolo contendere or conviction of a misdemeanor related to job performance or ability to perform job.
- (13) Unauthorized absence from work.
- (14) Neglect of duty.
- (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 a 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.

**8.1-13(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 or part-time status with limited benefits employee, as outlined in Section 8.1-13(A), the 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 kind and effective date of the proposed disciplinary 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 the 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 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.

(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.

(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 Secretary of the District no later than ten 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 Secretary of the District, 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 Secretary of the District 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 organization, 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 the 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 different discipline or to uphold the 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**

**8.1-14(A) District Tools and Equipment**

No employee may do any personal work in the shops of the District or on District premises, or use District equipment and facilities for such work without first securing permission from the department director.

**8.1-14(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.

**8.1-14(C) Computer Use, Electronic Mail, Voice Mail, and Internet Use**

The District permits employees to use various electronic communication devices such as its electronic mail system, voice mail system, personal computers 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, 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 and E-mail files and voice mail, 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, electronic and voice mail always exists. Refer to the Computer Use Policy in the Administrative Manual for more detailed information, guidelines and prohibited uses.

### **8.1-15 EMPLOYEE INFORMATION**

#### **8.1-15(A) Personnel Files**

- (1) The District maintains a file on each employee and Board member during his/her employment or term of office and for a specified period (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.
  - (c) Copies of job-related correspondence including letters of appreciation directed to the District.
  - (d) Commendations/newspaper articles/photographs/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 documents given to and received by the employee.
- (2) Separate medical and training files will be maintained for each active employee.
- (3) 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.
- (4) A former employee is not entitled to review personnel files.
- (5) Interview panels may make arrangements with the Human Resources representative to review the performance of an applicant.
- (6) Each supervisor will be permitted to review the personnel files of the employees he or she supervises.

**8.1-15(B) Employee Performance Appraisals**

The District 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 and goal setting.

**8.1-15(C) Administrative Manual**

The Administrative Manual is available on each employee's PC through the Outlook Public Folders. A hard copy is also available at each location for employees to look at: Administration Office – HR Department, Operations Center – Muster Room, Treatment Plant – Library, and Lake Jennings. The Administrative Manual is a collection of memoranda related to administrative procedures that is maintained in addition to this Policies and Procedures Manual.

**8.1-16 ALCOHOL AND DRUG-FREE WORKPLACE**

- (A) Helix Water 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 Helix Water 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 guidelines for more detail.

**SECTION 9.1 BOARD OF DIRECTORS GUIDELINES FOR CONDUCT**

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**SECTION 9.1 BOARD OF DIRECTORS GUIDELINES FOR CONDUCT****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 Helix Water 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 RESPONSIBILITIES OF PUBLIC OFFICE**

Board members are obligated to uphold the Constitution of the United States and the Constitution of the State of California. Board members will comply with applicable laws regulating their conduct, including conflict of interest, financial disclosure and open government laws. 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. (Government Code Section 1360; Article 20, Section 3 of the California Constitution, and Part 3 of Division 11 of the Water Code.)

**9.1-3 BOARD OFFICERS**

The Board shall elect 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 two-year term and shall serve at the pleasure of the Board. Elections shall be held the first meeting after the first Friday in December of even-numbered years where a full Board is present. At this meeting, the Board shall also appoint a secretary to the Board and two assistant secretaries.

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 chair 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 chair 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.

**9.1-4 FAIR AND EQUAL TREATMENT**

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

**SECTION 9.1****BOARD OF DIRECTORS GUIDELINES FOR CONDUCT**

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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.)

**9.1-5 PROPER USE AND SAFEGUARDING OF DISTRICT PROPERTY AND RESOURCES**

Except as specifically authorized, a Board member will not use or permit the use of 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.)

**9.1-6 USE OF CONFIDENTIAL INFORMATION**

- 9.1-6(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.
- 9.1-6(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.
- 9.1-6(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.)

**9.1-7 CONFLICT OF INTEREST**

**SECTION 9.1 BOARD OF DIRECTORS GUIDELINES FOR CONDUCT**

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- 9.1-7(A) A Board member will not have a financial interest in a contract with the 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.)
  
- 9.1-7(B) A Board member will not recommend the employment of a relative by the District. 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.
  
- 9.1-7(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.)

**9.1-8 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 District Employee Political/Election Related Activities Policy.)

**9.1-9 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.)

**9.1-10 BOARD MEMBER-GENERAL MANAGER RELATIONSHIP**

- 9.1-10(A) The Board of Directors, acting as a Board, is the governing body of the District and sets policy for the District. The Board shall act only at its regular, regularly 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 the District, or the Board, or to direct the Staff of the District.

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, except as otherwise authorized by the Board, shall transmit any District correspondence without authorization from the Board to

serve as spokesperson for this purpose. When otherwise signing correspondence using their title as Director and presenting their individual opinions and positions, members of the Board shall explicitly state they do not represent the District and will not allow the inference that they do.

- 9.1-10(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 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.
- 9.1-10(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 or change the priority of work assignments. Members of the Board may request non-confidential, factual information regarding District operations from District employees.

#### **9.1-11 IMPROPER ACTIVITIES AND THE REPORTING SUCH ACTIVITIES; PROTECTION OF "WHISTLE BLOWERS"**

- 9.1-11(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.

- 9.1-11(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 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.
- 9.1-11(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. (Labor Code Section 1102.5 and following; Government Code Sections 53298 and 53298.5.)

#### **9.1-12 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). (Government Code Sections 54950 and following, and 54952.1 and 54959.)

#### **9.1-13 BOARD MEMBERS' COMPENSATION AND EXPENSE REIMBURSEMENT**

##### 9.1-13(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 IRS standard mileage rate.
3. If a spouse travels with the claimant, and expenses are pre-paid by the 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 once each day will be reimbursed.
5. Meal reimbursement of \$50 per day including a limit of \$30 for the dinner meal, with the remainder reimbursable for other meals during the same day, will be prepaid or reimbursed when traveling at District expense for conferences, seminars, and/or business meetings.
6. All reimbursed expenses require receipts to be attached to the expense claim form. If a 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.
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 Helix Water 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.

9.1-13(B) Guidelines for payment of per diems and expenses:

The Board reviews its authorization for payment of per diems and expenses (preapproved activities) biennially, early in the year 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:
  - ACWA and ACWA-JPIA Conferences, ACWA Region 10 meetings
  - California Special Districts Association – quarterly dinner meetings
  - Council of Water Utilities – monthly breakfast meetings
  - San Diego County Water Authority Board/Committee meetings (Appointed Helix representatives are SDCWA directors and compensated only by SDCWA)
  - San Diego East County Chamber of Commerce – monthly breakfast meetings
  - La Mesa Chamber of Commerce – monthly breakfast meetings
  - Water Agencies Association of San Diego County – quarterly dinner meetings
  - Water Education Foundation Tours
  - Metropolitan Water District Tours and Board Meetings
  - East County Economic Development Council Tours
  - State Mandated Ethics Training
2. The following activities/events are preapproved for Board members designated to represent the District by the Board President. Any other Board members who wish

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to attend must have approval prior to the event or be designated by the President to attend and receive a per diem or expense reimbursement:

- ACWA Committees and Subcommittees
- ACWA/JPIA Committees and Subcommittees
- Chambers of Commerce
  - East County Chamber
  - La Mesa Chamber
- East County Economic Development Council and Committees
- El Monte Golf Course Committee
- Harry Griffen Park Joint Steering Committee
- Water Conservation Garden Authority
- Helix Audit Committee
- Helix Scholarship Committee
- California Special District Association Board Meeting
- La Mesa Environmental/Sustainable Committee
- San Diego River Conservancy
- San Diego River Coalition

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, tours of Helix facilities, dedication ceremonies, open houses, groundbreaking ceremonies, receptions for officials, retirement celebrations for other agency officials, anniversary celebrations, ribbon cutting ceremonies, 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 expense reimbursement.
  
4. New Board members may receive up to five (5) per diems and expense reimbursement for an orientation program that meets the following criteria:
  - a) Is part of a planned orientation schedule
  - b) The orientation meeting is at least two (2) hours in duration
  - c) The per diems for this purpose must be claimed during the first six (6) months of service on the Board.
  
5. The following activities/events are not eligible for per diem or expense claims:
  - a) Attending other districts' Board meetings (unless directed by the Board)
  - b) Helix Employee Appreciation Breakfast
  - c) Retirement receptions for Helix employees/Board members
  - d) Helix picnics or dinner dances
  - e) Harassment awareness training for Helix employees (except the first training for new Board members).
  - f) Chamber of Commerce Business Mixers
  
6. New Board members may attend a formal harassment awareness training held for Helix employees and receive one per diem for the first training session they attend because this is part of a new Board member's training or orientation.

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7. When the Chair appoints a Board member to a committee or to represent Helix 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 District expense. If multiple Board members attended, a joint report may be made.

**9.1-14 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. (Water Code Sections 20200 and following.)

**9.1-15 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. (Elections Code Section 13313.)

**9.1-16 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.

**9.1-17 GIFT OF TICKETS AND/OR PASSES**

- 9.1-17(A) The purpose of this policy is to ensure that all tickets and/or passes to attend a facility, event, show, or performance for an entertainment, amusement, recreational, or similar purpose, made available to or for the District, are distributed in furtherance of governmental and/or public purposes as required under Fair Political Practices Commission ("FPPC") Regulation 18944.1.
- 9.1-17(B) The District finds that the receipt of all such discounted, free or purchased tickets and/or passes are public resources. The District hereby desires to distribute these public resources in a manner that furthers its governmental and public purposes as reasonably described herein, such as the promotion of water conservation, water quality, water supply, water policy, the marketing of District services, and the recognition of the District and its community and government partners for these purposes.
- 9.1-17(C) This policy shall be subject to the following limitations:
  1. This policy shall only apply to the District's distribution of tickets and/or passes to, or at the behest of, a public official for which no

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consideration of equal or greater value is provided by the public official.

2. Consideration of equal or greater value shall be presumed if the tickets and/or passes are distributed pursuant to this policy.
3. Unless exempted otherwise under state law, any ticket and/or pass received or directed for use by a District official not in conformance with this policy remains subject to separate disclosure requirements and the annual gift limit.
4. This policy does not generally apply to political or nonprofit fundraisers which are governed under a separate policy.
5. Tickets and/or passes to events that primarily provide informational material and are provided to assist the District official in the performance of his or her official duties or that of his or her elected office being sought are also not generally subject to this policy. As any event becomes more entertainment oriented, this policy as well as District counsel should be consulted.

9.1-17(D) Definitions:

District Officials: District officials shall mean all public officials and those employees as that term is defined by Government Code 820458 and FPPC Regulation 18701.

Tickets/Passes: Tickets and passes are defined as an admission to a facility, event, show or performance for an entertainment, amusement, recreational, or similar purposes. (FPPC Regulation 18944.1).

9.1-17(E) The General Manager or his designee shall be responsible for managing all donations of tickets and/or passes and for the accounting and inventory of all donated tickets and/or passes. In such case, where the General Manager desires to obtain a ticket or pass, 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 and/or passes is in accordance with the terms of this policy.

9.1-17(F) The General Manager may authorize District staff to approach companies or organizations to request donation of tickets and/or passes to facilitate the achievement of the governmental and public purposes described below.

9.1-17(G) The District may accomplish one or more public purposes of the District through the distribution of tickets to, or at the behest of, a District official. The following list is illustrative rather than exhaustive, of the public purposes of the District that maybe served by District officials attending events using tickets distributed to them by the District.

1. Promotion of water conservation, water supply, water quality, and water services within the District, regionally and statewide.

2. Marketing promotions highlighting the achievements of public agencies, local residents, nonprofits, community groups and businesses in the areas of water conservation, water supply, water quality, or water services.
3. Promotion and marketing of District facilities and resources available for public use.
4. Promotion of District recognition, visibility, and/or profile on a local, state, national or international scale.
5. Promotion of District issues and interests at events sponsored by other governmental agencies and 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, California Special Districts Association events.
6. Promotion of open government by District official appearances, participation and/or availability at business or community events.
7. Sponsorship agreements involving private events where District specifically seeks to enhance District's reputation both locally and regionally by serving as hosts providing the necessary opportunities to meet and greet visitors, dignitaries, and residents.
8. All written contracts where District as a form of consideration has required that a certain number of tickets or suites be made available for its use.
9. Employment retention programs.
10. Charitable 501(c)(3) fundraisers for the purpose of networking with other community and civic leaders.
11. Spouses of District officials in order to accompany him or her to any of the events listed above.
12. Any purpose similar to above included in any District contract.

9.1-17(H) Any District official or any member of the District official's immediate family may return any ticket unused to District for redistribution pursuant to this policy. Government Code Section 82029 has defined immediate family to mean spouse and dependent children. Under no reasons, may either the District official or a member of his or her immediate family sell or further transfer any ticket and/or pass provided under this policy.

9.1-17(I) The transfer by any District official of any tickets and/or passes distributed pursuant to this policy to any other person, except to members of the District official's immediate family for their personal use, is prohibited.

- 9.1-17(J) This policy shall be posted on District's website in a prominent fashion. These forms shall be posted for 12 months and may be removed at the District's discretion anytime thereafter.
  
- 9.1-17(K) The distribution of tickets or passes pursuant to this policy shall be posted on District's website in a prominent fashion within 30 days after the ticket distribution and shall include all the information as required under Section 18944.1. Any such posting shall use FPPC Form 802 or such alternative form as may be approved or amended from time to time.