

AGENDA
SAN ELIJO JOINT POWERS AUTHORITY
MONDAY, SEPTEMBER 9, 2019 AT 8:30 AM
SAN ELIJO WATER RECLAMATION FACILITY – CONFERENCE ROOM
2695 MANCHESTER AVENUE
CARDIFF BY THE SEA, CALIFORNIA

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. ORAL COMMUNICATIONS (NON-ACTION ITEM)
5. AWARDS AND RECOGNITION
6. * **CONSENT CALENDAR**
7. * APPROVAL OF MINUTES FOR JULY 8, 2019 MEETING
8. * APPROVAL FOR PAYMENT OF WARRANTS AND MONTHLY INVESTMENT REPORTS
- 9A. * SAN ELIJO WATER RECLAMATION FACILITY TREATED EFFLUENT FLOWS – MONTHLY REPORT (JUNE)
- 9B. * SAN ELIJO WATER RECLAMATION FACILITY TREATED EFFLUENT FLOWS – MONTHLY REPORT (JULY)
- 10A.* SAN ELIJO JOINT POWERS AUTHORITY RECYCLED WATER PROGRAM – MONTHLY REPORT (JUNE)
- 10B.* SAN ELIJO JOINT POWERS AUTHORITY RECYCLED WATER PROGRAM – MONTHLY REPORT (JULY)
11. * SAN ELIJO JOINT POWERS AUTHORITY CONTRACT FOR PROCUREMENT OF CALCIUM NITRATE
12. * IT MANAGED SERVICES AND HARDWARE AND SOFTWARE UPGRADES
13. * ITEMS REMOVED FROM CONSENT CALENDAR

Items on the Consent Calendar are routine matters and there will be no discussion unless an item is removed from the Consent Calendar. Items removed by a "Request to Speak" form from the public will be handled immediately following adoption of the Consent Calendar. Items removed by a Board Member will be handled as directed by the Board.

REGULAR AGENDA

14. **ENCINITAS RANCH RECYCLED WATER EXPANSION PROJECT – ACCEPTANCE OF COMPLETION AND FINAL SETTLEMENT AGREEMENT**

1. Authorize the General Manager to execute a Settlement and Release Agreement with Burtech Pipeline, Inc.;
2. Authorize the General Manager to accept the Encinitas Ranch Recycled Water Expansion Project on behalf of the SEJPA and record the Notice of Completion; and
3. Discuss and take other action as appropriate.

Staff Reference: General Manager

15. **PRELIMINARY TREATMENT UPGRADES AND ODOR CONTROL IMPROVEMENTS PROJECT – ACCEPTANCE OF COMPLETION AND FINAL SETTLEMENT AGREEMENT**

1. Authorize the General Manager to execute a Settlement and Release Agreement with NEWest Construction Co., Inc.;
2. Authorize the General Manager to accept the Preliminary Treatment Upgrades and Odor Control Improvements Project on behalf of the SEJPA and record the Notice of Completion; and
3. Discuss and take action as appropriate.

Staff Reference: General Manager

16. **ADOPT THE PROPOSED MITGATED NEGATIVE DECLARATION ADDENDUM NO. 2 FOR UPGRADES AT THE SAN ELIJO WATER RECLAMATION FACILITY**

1. Adopt the Proposed Addendum No. 2 to Mitigated Negative Declaration for the San Elijo Water Reclamation Facility Upgrades; and
2. Discuss and take action as appropriate.

Staff Reference: General Manager

17. **WATER CAMPUS IMPROVEMENT PROJECT DISCUSSION**

For information only. This is a continuing monthly agenda item to discuss the building and site improvement project.

Staff Reference: General Manager

18. **GENERAL MANAGER'S REPORT**

Informational report by the General Manager on items not requiring Board action.

19. GENERAL COUNSEL'S REPORT

Informational report by the General Counsel on items not requiring Board action.

20. BOARD MEMBER COMMENTS

This item is placed on the agenda to allow individual Board Members to briefly convey information to the Board or public, or to request staff to place a matter on a future agenda and/or report back on any matter. There is no discussion or action taken on comments by Board Members.

21. CLOSED SESSION

The Board will adjourn to Closed Session to discuss item(s) identified below. Closed Session is not open to the public; however, an opportunity will be provided at this time if members of the public would like to comment on any item listed below. (Three minute limit.) A closed session may be held at any time during this meeting of the San Elijo Joint Powers Authority for the purposes of discussing potential or pending litigation or other appropriate matters pursuant to the "Ralph M. Brown Act".

None

22. ADJOURNMENT

The next regularly scheduled San Elijo Joint Powers Authority Board Meeting will be Monday, October 14, 2019 at 8:30 a.m.

NOTICE:

The San Elijo Joint Powers Authority's open and public meetings meet the protections and prohibitions contained in Section 202 of the Americans With Disabilities Act of 1990 (42 U.S.C Section 12132), and the federal rules and regulations adopted in implementation thereof. Any person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting of the SEJPA Board of Directors may request such modification or accommodation from Michael T. Thornton, General Manager, (760) 753-6203 ext. 72.

The agenda package and materials related to an agenda item submitted after the packet's distribution to the Board is available for public review in the lobby of the SEJPA Administrative Office during normal business hours. Agendas and minutes are available at www.sejpa.org. The SEJPA Board meetings are held on the second Monday of the month, except August.

AFFIDAVIT OF POSTING

I, Michael T. Thornton, Secretary of the San Elijo Joint Powers Authority, hereby certify that I posted, or have caused to be posted, a copy of the foregoing agenda in the following locations:

San Elijo Water Reclamation Facility, 2695 Manchester Avenue, Cardiff, California
City of Encinitas, 505 South Vulcan Avenue, Encinitas, California
City of Solana Beach, 635 South Highway 101, Solana Beach, California

The notice was posted at least 72 hours prior to the meeting, in accordance with Government Code Section 54954.2(a).

Date: September 4, 2019



Michael T. Thornton, P.E.
Secretary / General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MINUTES OF THE REGULAR BOARD MEETING
HELD ON JULY 8, 2019
AT THE
SAN ELIJO WATER RECLAMATION FACILITY

David Zito, Chair

Jody Hubbard, Vice Chair

A regular meeting of the Board of Directors of the San Elijo Joint Powers Authority (SEJPA) was held Monday, July 8, 2019, at 8:30 a.m., at the San Elijo Water Reclamation Facility at 2695 Manchester Avenue, Cardiff by the Sea, California.

1. CALL TO ORDER

Chair Zito called the meeting to order at 8:30 a.m.

2. ROLL CALL

Directors Present:

David Zito
Jody Hubbard
Kristi Becker
Catherine Blakespear

Directors Absent:

None

Others Present:

General Manager
Director of Finance & Administration
Director of Operations
Program Manager
Administrative Assistant/Board Clerk

Michael Thornton
Paul Kinkel
Chris Trees
Mike Konicke
Jennifer Basco

SEJPA Counsel:

Procopio, Cory, Hargreaves & Savitch

Tracie Stender

City of Encinitas:

Director of Public Works
Public Works Management Analyst

Carl Quiram
Bill Wilson

City of Solana Beach:

City Manager
Director of Engineering/Public Works

Greg Wade
Mohammad "Mo" Sammak

3. PLEDGE OF ALLEGIANCE

Chair Zito led the Pledge of Allegiance.

4. ORAL COMMUNICATIONS

None

5. AWARDS AND RECOGNITION

None

6. CONSENT CALENDAR

Moved by Board Member Blakespear and seconded by Board Member Becker to approve the Consent Calendar.

| | |
|--------------------|--|
| Agenda Item No. 7 | Approval of Minutes for the June 10, 2019 Meeting |
| Agenda Item No. 8 | Approval for Payment of Warrants and Monthly Investment Report |
| Agenda Item No. 9 | San Elijo Water Reclamation Facility Treated Effluent Flows – Monthly Report |
| Agenda Item No. 10 | San Elijo Joint Powers Authority Recycled Water Program – Monthly Report |
| Agenda Item No. 11 | San Elijo Joint Powers Authority Contract for Procurement of Ferric Chloride |
| Agenda Item No. 12 | Approve Professional Engineering Services Agreement for Fuscoe Engineering, Inc. |

Motion carried with the following vote of approval:

| | |
|----------|-----------------------------------|
| AYES: | Zito, Hubbard, Becker, Blakespear |
| NOES | None |
| ABSENT: | None |
| ABSTAIN: | None |

13. ITEMS REMOVED FROM CONSENT CALENDAR

None

14. WATER CAMPUS IMPROVEMENT PROJECT – PURCHASE OF MITIGATION CREDITS

General Manager Thornton informed the Board of Directors that the Water Campus Improvement project requires the undergrounding of approximately 1,400 linear feet of an existing concrete open channel that conveys storm water through SEJPA's property to the San Elijo Lagoon. The storm water channel is within jurisdiction of several resource agencies including the San Diego Regional Water Quality Control Board

(RWQCB). It is estimated that the project will impact 0.26 acre of the concrete-lined channel, which is considered a permanent water quality loss by RWQCB of ephemeral, non-wetland, concrete surface waters that are tributary to the San Elijo Lagoon. Mr. Thornton stated that SEJPA met with RWQCB, and it was determined that a 1:1 mitigation ratio for 0.26 acre of mitigation credits from the San Luis Rey Mitigation Bank would be acceptable by RWQCB. The cost of the mitigation would be \$149,500. Funding for the mitigation bank credit of \$149,500 is proposed to come from the SEJPA Capital Program Fund.

Moved by Board Member Blakespear and seconded by Vice Chair Hubbard to:

1. Authorize the General Manager to Purchase Mitigation Credits for an amount not to exceed \$149,500.

Motion carried with the following vote of approval:

| | |
|----------|-----------------------------------|
| AYES: | Zito, Hubbard, Becker, Blakespear |
| NOES | None |
| ABSENT: | None |
| ABSTAIN: | None |

15. CAPITAL IMPROVEMENT PROGRAM UPDATE

Mike Konicke, Program Manager, updated the Board of the Directors on SEJPA's capital projects. The Land Outfall Replacement project was completed in 2018. The Preliminary Treatment and Odor Control Upgrades project reached substantial completion in May 2019. The Water Campus Improvements project is currently in the design and permitting phase. The Encinitas Ranch Recycled Water Expansion project is now substantially complete. The SCADA Upgrade project is expected to be complete by September 2019. The Solids Treatment project is in the pre-design stage. Budget and funding adjustments will be made as capital projects are developed, awarded, and constructed. The 2017 Clean Water Bonds and grant funding, combined with current and future cash contributions for capital projects, are the financial basis for SEJPA's Capital Improvement Program.

No action required. This memorandum was submitted for information only.

16. GENERAL MANAGER'S REPORT

The General Manager informed the Board of Directors that SEJPA submitted two projects for the Proposition 1 - Round 1 IRWM Implementation Grant Program, and will have an update at the next Board meeting.

17. GENERAL COUNSEL'S REPORT

None

18. BOARD MEMBER COMMENTS

None

19. CLOSED SESSION

The Board of Directors adjourned to closed session at 9:10 a.m., pursuant to the following Government Code Sections:

- CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION pursuant to Gov. Code 54956.9(d)(4)

The Board of Directors came out of closed session at 9:17 a.m., with no reportable action.

20. ADJOURNMENT

The meeting adjourned at 9:19 a.m. The next Board of Directors meeting will be held on Monday, September 9, 2019 at 8:30 a.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'M. Thornton', written over a horizontal line.

Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS
20-09
For the Month of July and August 2019

| Warrant # | Vendor Name | G/L Account | Warrant Description | Amount |
|------------------|-------------------------------------|---------------------------|---|---------------|
| 37346 | Accurate Air Engineering, Inc. | Repair Parts Expense | Compressor #5 replacement | 5,001.74 |
| 37347 | Alliant Insurance Services, Inc. | Insurance - Property | Equipment floater - 07/01/19 - 07/01/20 | 860.00 |
| 37348 | Aquatic Bioassay | Services - Laboratory | Toxicity testing | 1,050.00 |
| 37349 | Atlas Pumping Service Inc. | Services - Grease & Scum | Grease and scum pumping; grit and screenings | 1,463.88 |
| 37350 | Banner Day, Inc. | Service - Fire Control | Weed abatement | 4,500.00 |
| 37351 | Banner Day, Inc. | Service - Fire Control | Weed abatement | 4,100.00 |
| 37352 | Black & Veatch | Services - Management | Preliminary treatment upgrades project | 27,180.19 |
| 37353 | Brenntag Pacific, Inc. | Supplies - Chemicals | Sodium hydroxide | 1,876.36 |
| 37354 | CS-Amsco | Repair Parts Expense | Bodyless valve - Digester #2 | 1,309.28 |
| 37355 | CWEA Membership | Dues & Memberships | Membership | 188.00 |
| 37356 | D & R Crane, Inc. | Services - Maintenance | Crane service | 7,420.00 |
| 37357 | Dale Kreinbring | CSRMA Health and Wellness | Health and wellness | 60.00 |
| 37358 | Dudek & Associates | Services - Professional | Encinitas Ranch RW expansion; prelim. treatment | 36,990.00 |
| 37359 | EDCO Waste & Recycling Service | Utilities - Trash | June | 242.75 |
| 37360 | Encina Wastewater Authority | Service - EWA Support | Resource sharing - HR and safety | 1,161.82 |
| 37361 | ERA | Supplies - Lab | Laboratory supplies | 652.29 |
| 37362 | Evantec Lab Supply | Shop Tools and Equip. | Luminescent probe one meter cable | 1,062.18 |
| 37363 | Excel Landscape, Inc. | Services - Landscape | Weed abatement and trimming trees at Oak Crest | 840.00 |
| 37364 | Fisher Scientific | Supplies - Lab | Laboratory supplies | 673.47 |
| 37365 | Forte of San Diego | Services - Janitorial | July | 1,000.00 |
| 37366 | FRS Environmental | Services - Maintenance | Rental period - 06/24/19 - 09/15/19 | 249.05 |
| 37367 | Golden Bell Products | Supplies - Chemicals | Lift station degreaser | 452.55 |
| 37368 | Unifirst First Aid Corp | Supplies - Lab | Nitrile gloves | 674.34 |
| 37369 | GC Pivotal LLC | Utilities - Internet | T-1 service - August | 355.24 |
| 37370 | Hardy Diagnostics | Supplies - Lab | Laboratory supplies | 1,027.17 |
| 37371 | Kennedy/Jenks Consultants | Services - Engineering | PM & admin support | 1,784.36 |
| 37372 | Casey Larsen | CSRMA Health and Wellness | Health and wellness | 60.00 |
| 37373 | McMaster-Carr Supply Co. | Repair Parts Expense | Gaskets and antiseize | 298.52 |
| 37374 | MetLife - Group Benefits | Dental/Vision | Dental - July | 1,839.90 |
| 37375 | Napa Auto Parts | Repair Parts Expense | O-rings | 28.53 |
| 37376 | Olin Corp - Chlor Alkali | Supplies - Chemicals | Sodium hypochlorite | 3,670.90 |
| 37377 | Olivenhain Municipal Water District | Services - Professional | NSDWRC - Woodard & Curran | 267.05 |
| 37378 | Pacific Green Landscape | Services - Landscape | June | 2,625.00 |
| 37379 | Random Deeds Media LLC | Accrued Liabilities | Carpinteria Sanitary District PSA | 3,000.00 |
| 37380 | ReadyRefresh | Supplies - Lab | Kitchen and lab supplies | 226.35 |
| 37381 | San Diego Union Tribune | Advertising | Bids | 680.86 |
| 37382 | Santa Fe Irrigation District | Utilities - Water | Recycled water | 355.95 |
| 37383 | San Dieguito Water District | Utilities - Water | Recycled water | 2,243.68 |
| 37384 | Sigma-Aldrich | Supplies - Lab | Laboratory supplies | 423.57 |
| 37385 | Tesco Controls | Services - Professional | SCADA system upgrade | 138,250.00 |
| 37386 | Tyler Cook | CSRMA Health and Wellness | Health and wellness | 60.00 |
| 37387 | Unifirst Corporation | Services - Uniforms | Uniform service | 212.18 |
| 37388 | Underground Service Alert/SC | Services - Alarm | Dig alert - June | 235.91 |
| 37389 | USA Bluebook | Supplies - Shop & Field | Water decals and hybrid post driver | 251.96 |
| 37390 | USP Technologies | Supplies - Chemicals | Calcium nitrate | 11,370.10 |
| 37391 | Vantagepoint Transfer Agents | EE Deduction Benefits | ICMA - 457 | 6,385.90 |
| 37392 | Vantagepoint Transfer Agents | ICMA Retirement | ICMA - 401a | 3,320.07 |
| 37393 | Volt Management Corp | Services - Intern Program | Periods ending - 06/16/19 and 06/23/19 | 7,471.90 |
| 37394 | VWR International, Inc. | Supplies - Lab | Laboratory supplies | 732.95 |
| On-line 208 | Calpers | Retirement Plan - PERS | Unfunded accrued liability | 569.00 |
| On-line 209 | Calpers | Retirement Plan - PERS | Unfunded accrued liability | 633.00 |
| On-line 210 | Calpers | Retirement Plan - PERS | Unfunded accrued liability | 199,422.00 |
| On-line 211 | Calpers | Retirement Plan - PERS | Uniforms - 07/01/14 - 12/31/18 | 2,885.34 |
| On-line 212 | Calpers | Retirement Plan - PERS | Uniform - 02/27/19 - 06/26/19 | 105.72 |
| On-line 213 | Chevron & Texaco Business Card | Fuel | June and July | 479.20 |
| On-line 214 | Home Depot Credit Services | Supplies - Shop & Field | Tools, repair parts, supplies | 702.60 |
| On-line 215 | P.E.R.S. | Medical Insurance - PERS | Health - July | 22,959.48 |
| On-line 216 | Public Employees- Retirement | Retirement Plan - PERS | Retirement - 06/15/19 - 06/28/19 | 13,078.93 |
| 37395 | A-1 Crane San Diego | Equipment Rental/Lease | Remove pump | 270.00 |
| 37396 | Abcana Industries | Supplies - Chemicals | Hydrochloric acid | 736.02 |
| 37397 | Adler Tank Rentals | Equipment Rental/Lease | Mini open top tank - 06/01/19 - 06/30/19 | 1,034.40 |

SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS
20-09
For the Month of July and August 2019

| Warrant # | Vendor Name | G/L Account | Warrant Description | Amount |
|------------------|-------------------------------------|------------------------------|---|---------------|
| 37398 | Affordable Pipeline Services | Services - Maintenance | Vacuum grit and sand, wetwell cleaning | 1,200.00 |
| 37399 | Aflac | EE Deduction Benefits | Aflac - July | 595.08 |
| 37400 | Ag Tech, LLC | Services - Biosolids Hauling | Biosolids hauling - June | 20,362.35 |
| 37401 | Agri Service, Inc. | Services - Landscape | Ag grind | 990.88 |
| 37402 | Alliant Insurance Services, Inc. | Insurance - Liability | Commercial cyber liability | 998.98 |
| 37403 | Aquatic Bioassay | Services - Laboratory | Toxicity testing - Kelp germination | 2,100.00 |
| 37404 | AT & T | Utilities - Telephone | Alarm service - July | 399.60 |
| 37405 | Atlas Pumping Service Inc. | Services - Grease & Scum | Grease and scum pumping; grit and screenings | 1,964.88 |
| 37406 | American Water Works Assoc. | Dues & Memberships | Membership | 105.00 |
| 37407 | Black & Veatch | Services - Management | Project management | 357.50 |
| 37408 | Brenntag Pacific, Inc. | Supplies - Chemicals | Sodium hydroxide | 1,876.36 |
| 37409 | Carollo Engineers | Services - Engineering | SCADA upgrades | 2,683.75 |
| 37410 | Coast Waste Management, Inc. | Services - Grit & Screenings | 10 yd roll-off | 1,533.22 |
| 37411 | Complete Office | Supplies - Office | Office supplies | 74.50 |
| 37412 | Corodata | Rent | Record storage - June | 94.82 |
| 37413 | County of San Diego | Fees - Permits | Facility permit | 484.00 |
| 37414 | County of San Diego | Fines | APCD 2018-Nov-000474 and 000476 | 950.00 |
| 37415 | CA Sanitation Risk Mgmt Auth. | Insurance - Property | Property | 42,556.00 |
| 37416 | CA Sanitation Risk Mgmt Auth. | Workers Comp. Insurance | Deposit and retro adjustment | 61,078.00 |
| 37417 | CWEA Membership | Dues & Memberships | Membership | 192.00 |
| 37418 | DMV | Services - Other | Safety records - 06/01/19 - 06/30/19 | 3.00 |
| 37419 | Dudek & Associates | Services - Professional | Encinitas Ranch RW expansion; prelim. treatment | 3,087.50 |
| 37420 | Void | Void | Void | Void |
| 37421 | Ershigs, Inc. | Capital Outlay | Scum skimmer | 22,978.00 |
| 37422 | Fisher Scientific | Repair Parts Expense | DE tubes | 376.92 |
| 37423 | Forte of San Diego | Services - Janitorial | August | 1,000.00 |
| 37424 | GHE Repair Service, Inc. | Services - Maintenance | Annual pm service; autoclave servicing | 1,965.00 |
| 37425 | Global Power Group Inc. | Services - Maintenance | PM service; cooling system service | 3,638.57 |
| 37426 | Unifirst First Aid Corp | Supplies - Safety | First aid and gloves | 362.26 |
| 37427 | Golden State Overnight | Postage/Shipping | Water samples | 39.33 |
| 37428 | Hardy Diagnostics | Supplies - Lab | Laboratory supplies | 808.39 |
| 37429 | Hidden Valley Pump Sys., Inc. | Capital Outlay | New complete skid mount; recycled water pump | 111,205.63 |
| 37430 | Idexx Distribution, Inc. | Supplies - Lab | Laboratory supplies | 812.78 |
| 37431 | Kemira Water Solutions, Inc. | Supplies - Chemicals | Ferric chloride | 1,132.85 |
| 37432 | Kimley-Horn & Associates, Inc. | Services - Professional | Caltrans trail and entrance | 8,839.77 |
| 37433 | Larry Walker Associates | Services - Professional | Review and recommendations | 812.00 |
| 37434 | Lauren Steinberg | Over/short | Re-issue pay check | 15.80 |
| 37435 | MetLife - Group Benefits | Dental/Vision | Dental - August | 1,839.90 |
| 37436 | Michael R. Welch, Ph.D., P.E. | Services - Professional | Regulatory support | 2,040.00 |
| 37437 | North County Transit District | Licenses | Del Mar Bridge | 9,000.00 |
| 37438 | Olin Corp - Chlor Alkali | Supplies - Chemicals | Sodium hypochlorite | 3,596.50 |
| 37439 | Olivenhain Municipal Water District | Rent | Pipeline rental payment - June | 10,309.50 |
| 37440 | Pacific Green Landscape | Services - Landscape | July | 2,625.00 |
| 37441 | PCL Construction Services PCL | Services - Contractors | Design services | 23,162.00 |
| 37442 | Peerless Materials Co., LLC | Supplies - Shop & Field | Shop towels | 408.29 |
| 37443 | Cashier - Jennifer Basco | Petty Cash | Replenish petty cash | 116.62 |
| 37444 | Preferred Benefit Insurance | Dental/Vision | Vision - July | 284.10 |
| 37445 | ProBuild Company, LLC | Repair Parts Expense | Repair parts | 180.88 |
| 37446 | Procopio Cory Hargreaves | Services - Legal | General; labor and employment for June | 5,571.00 |
| 37447 | Roesling Nakamura Terada Architects | Services - Professional | Building design and permits | 24,940.50 |
| 37448 | Rohan & Sons, Inc. | Services - Maintenance | Installation of new three-ton Copeland; TXV | 4,065.78 |
| 37449 | RSF Security Systems | Services - Alarm | Security upgrade | 1,558.00 |
| 37450 | Santa Fe Irrigation District | Utilities - Water | Recycled water | 94.32 |
| 37451 | Santa Fe Irrigation District | SFID Distribution Pipeline | Pipeline purchase payment - June | 1,275.83 |
| 37452 | SCW Contracting Corp. | Services - Contractors | Repair flange on conveyer | 675.00 |
| 37453 | San Dieguito Water District | Fees - Permits | Hydraulic analysis deposit | 750.00 |
| 37454 | Smart & Final | Supplies - Office | Kitchen supplies and safety meeting | 350.31 |
| 37455 | Southern California Fleet Services | Vehicle Maintenance | Water pump and seals | 1,367.18 |
| 37456 | Southland Manufacturing, Inc. | Supplies - Shop & Field | Fiber roll | 161.57 |
| 37457 | Sulzer | Repair Parts Expense | Motor fan covers - belt filter press drive system | 717.69 |
| 37458 | State Water Resources Control Board | Dues & Memberships | Operator certificate | 60.00 |

SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS
20-09
For the Month of July and August 2019

| Warrant # | Vendor Name | G/L Account | Warrant Description | Amount |
|------------------|-------------------------------------|-----------------------------|--|---------------|
| 37459 | State Water Resources Control Board | Interest Expense - SRF Loan | SRF Loan | 834,675.18 |
| 37460 | Terminix Processing Center | Services - Maintenance | June | 389.00 |
| 37461 | Test America | Services - Laboratory | Testing water samples | 287.50 |
| 37462 | Michael Thornton | Subsistence - Travel | Meetings and transportation | 210.94 |
| 37463 | Technology Integration Group | Services - Maintenance | Copier | 137.18 |
| 37464 | Trussell Technologies, Inc. | Services - Engineering | MF and RO training and data analysis | 3,045.00 |
| 37465 | Unifirst Corporation | Services - Uniforms | Uniform service | 220.74 |
| 37466 | UPS | Postage/Shipping | Parts and letter | 31.74 |
| 37467 | Vantagepoint Transfer Agents | EE Deduction Benefits | ICMA - 457 | 6,391.85 |
| 37468 | Vantagepoint Transfer Agents | ICMA Retirement | ICMA - 401a | 3,345.49 |
| 37469 | Verizon Wireless | Utilities - Telephone | 06/11/19 - 07/10/19 | 341.98 |
| 37470 | Verizon Wireless | Utilities - Telephone | Cell phone service - 06/08/19 - 07/07/19 | 1,041.30 |
| 37471 | Volt Management Corp | Services - Intern Program | Periods ending - 06/28/19, 07/05/19, 07/14/19 | 6,138.64 |
| 37472 | VWR International, Inc. | Supplies - Lab | Medium nutrient agar and TSA | 101.26 |
| 37473 | WageWorks | Payroll Processing Fees | Admin and compliance fees | 128.75 |
| 37474 | Water Systems Consulting, Inc. | Services - Professional | Strategic communications | 10,117.48 |
| On-line 217 | BankCard Center | Various | IT, supplies, and parts | 2,377.89 |
| On-line 218 | Calpers | Retirement Plan - PERS | 1959 survivor benefit | 264.60 |
| On-line 219 | Calpers | Retirement Plan - PERS | 1959 survivor benefit | 50.40 |
| On-line 220 | Calpers | Retirement Plan - PERS | 1959 survivor benefit | 237.30 |
| On-line 221 | Home Depot Credit Services | Repair Parts Expense | Tools, supplies, and parts | 1,403.54 |
| On-line 222 | Public Employees - Retirement | Retirement Plan - PERS | Retirement - 06/29/19 - 07/12/19 | 13,649.45 |
| On-line 223 | San Diego Gas & Electric | Utilities - Gas & Electric | Gas and electric - 06/05/19 - 07/07/19 | 66,034.48 |
| On-line 224 | Board of Equalization | Accrued Sales Tax Payable | Sales tax - 04/01/19 - 06/30/19 | 2,145.00 |
| On-line 225 | Sun Life Financial | Life Insurance/Disability | Life and disability insurance - August | 1,637.46 |
| 37475 | A-1 Crane San Diego | Equipment Rental/Lease | Replace scum trough | 270.00 |
| 37476 | Advanced Air & Vacuum | Services - Maintenance | Thermal valve | 485.00 |
| 37477 | Airgas USA, LLC | Shop Tools and Equip. | Welding | 408.46 |
| 37478 | Allied Storage Containers | Equipment Rental/Lease | Storage container rental - 07/10/19 - 08/09/19 | 307.09 |
| 37479 | Asbury Environmental Services | Fees - Disposal | Used oil | 65.00 |
| 37480 | AT&T | Utilities - Telephone | Phone service - 06/13/19 - 07/12/19 | 398.19 |
| 37481 | Atlas Pumping Service Inc. | Services - Grease & Scum | Grease and scum pumping; grit and screenings | 4,482.88 |
| 37482 | Badboy Blasters, Inc. | Capital Outlay | Sandblaster | 3,475.32 |
| 37483 | California Water Technologies | Supplies - Chemicals | Ferric chloride | 12,295.99 |
| 37484 | D&H Water Systems | Capital Outlay | Polymer check valves, polymer mixing system | 10,258.21 |
| 37485 | Encina Wastewater Authority | Service - EWA Support | Resource sharing - HR | 929.46 |
| 37486 | City of Encinitas | Service - IT Support | Admin network - July | 2,703.75 |
| 37487 | Evantec Lab Supply | Supplies - Lab | Laboratory supplies | 3,396.61 |
| 37488 | Forte of San Diego | Supplies - Janitorial | Supplies | 495.69 |
| 37489 | Grainger, Inc. | Repair Parts Expense | Ball check valve | 68.23 |
| 37490 | Golden State Overnight | Postage/Shipping | Lab samples | 85.22 |
| 37491 | Hach Company | Shop Tools and Equip. | Pocket Pro, laboratory supplies, and controller | 5,067.62 |
| 37492 | Harbor Freight Tools | Supplies - Shop & Field | Gloves, sockets, pressurized blaster | 326.58 |
| 37493 | Kusters Zima Corporation | Repair Parts Expense | Skimmer head wheel assembly | 3,168.12 |
| 37494 | McMaster-Carr Supply Co. | Repair Parts Expense | Clamping shaft collars, iron wheel, valves, bushings | 1,720.27 |
| 37495 | Napa Auto Parts | Vehicle Maintenance | Battery | 71.15 |
| 37496 | Olivenhain Municipal Water District | Services - Professional | RMC grant admin costs | 861.65 |
| 37497 | Polydyne Inc. | Supplies - Chem - Polymer | Clarifloc WE-007 | 11,799.44 |
| 37498 | ProBuild Company, LLC | Supplies - Shop & Field | Shop and fields supplies | 1,836.40 |
| 37499 | Random Deeds Media LLC | Accrued Liabilities | City of Carlsbad | 3,000.00 |
| 37500 | ReadyRefresh | Supplies - Lab | Kitchen and lab supplies | 375.06 |
| 37501 | Red Truck Fire & Safety Co. | Services - Maintenance | Annual fire extinguisher maintenance service | 1,091.54 |
| 37502 | Roesling Nakamura Terada Architects | Services - Professional | Building design | 40,192.50 |
| 37503 | RS Instruments & Services | Services - Maintenance | Calibration gas | 2,192.32 |
| 37504 | Rusty Wallis, Inc. | Repair Parts Expense | Water softener, tanks, and salt bags | 117.92 |
| 37505 | Sigma-Aldrich | Supplies - Lab | Residue and minerals | 315.10 |
| 37506 | Sloan Electric Company | Services - Maintenance | Remove and install VFD | 2,820.62 |
| 37507 | Thatcher Company of California | Supplies - Chemicals | Citric acid and aluminum sulfate | 7,916.66 |
| 37508 | Unifirst Corporation | Services - Uniforms | Uniforms | 247.62 |
| 37509 | UPS | Postage/Shipping | Postage for parts; fees | 12.18 |
| 37510 | Underground Service Alert/SC | Services - Alarm | Safe excavation board, dig alert | 306.86 |

SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS
20-09
For the Month of July and August 2019

| Warrant # | Vendor Name | G/L Account | Warrant Description | Amount |
|------------------|-------------------------------------|------------------------------|---|---------------|
| 37511 | USA Bluebook | Supplies - Lab | Laboratory supplies | 988.13 |
| 37512 | USP Technologies | Equipment Rental/Lease | Feed system | 862.00 |
| 37513 | Valley Chain & Gear, Inc. | Repair Parts Expense | Fan guards | 87.86 |
| 37514 | Vantagepoint Transfer Agents | EE Deduction Benefits | ICMA - 457 | 6,413.11 |
| 37515 | Vantagepoint Transfer Agents | ICMA Retirement | ICMA - 401a | 3,352.48 |
| 37516 | Vaughn Irrigation Services, Inc. | Services - Maintenance | Valve | 495.00 |
| 37517 | Volt Management Corp | Services - Intern Program | Period ending - 07/12/19 and 07/21/19 | 3,697.97 |
| 37518 | Western Water Works | Repair Parts Expense | Main valve convert kit | 1,533.29 |
| On-line 226 | P.E.R.S. | Medical Insurance - PERS | Health - August | 22,588.42 |
| On-line 227 | Public Employees - Retirement | Retirement Plan - PERS | Retirement - 07/13/19 - 07/26/19 | 13,732.15 |
| 37519 | U.S. Postal Service | Postage/Shipping | CCP newsletter mail out | 278.30 |
| 37520 | Adler Tank Rentals | Equipment Rental/Lease | Open top tank - 07/01/19 - 07/31/19 | 1,068.88 |
| 37521 | Aflac | EE Deduction Benefits | Aflac - August | 892.62 |
| 37522 | Allied Storage Containers | Equipment Rental/Lease | Storage containers | 415.65 |
| 37523 | AT & T | Utilities - Telephone | Alarm service - August | 409.60 |
| 37524 | Atlas Pumping Service Inc. | Services - Grease & Scum | Grease and scum pumping | 714.88 |
| 37525 | James Barnett | Dues & Memberships | OIT fee | 170.00 |
| 37526 | Black & Veatch | Services - Management | Solid treatment process | 2,381.25 |
| 37527 | Boot World, Inc. | Uniforms - Boots | Safety boots | 174.51 |
| 37528 | Brenntag Pacific, Inc. | Supplies - Chemicals | Sodium hydroxide | 1,876.36 |
| 37529 | Burtech Pipeline, Inc. | Accrued Liabilities | Encinitas Ranch recycled water | 44,982.50 |
| 37530 | Carollo Engineers | Services - Engineering | SCADA upgrade | 3,483.85 |
| 37531 | Coast Waste Management, Inc. | Services - Grit & Screenings | Service charge - 07/25 - 07/31/19 | 40.05 |
| 37532 | Complete Office | Supplies - Office | Office supplies | 145.19 |
| 37533 | Corodata | Rent | Record storage - July | 97.97 |
| 37534 | County of San Diego | Fees - Permits | Facility permit | 2,106.00 |
| 37535 | CS-Amsco | Repair Parts Expense | Valves | 5,419.63 |
| 37536 | CWEA Membership | Dues & Memberships | Membership | 192.00 |
| 37537 | DMV | Services - Other | Safety records - 07/01/19 - 07/31/19 | 1.00 |
| 37538 | EDCO Waste & Recycling Service | Utilities - Trash | July | 242.75 |
| 37539 | Encina Wastewater Authority | Service - EWA Support | Resource sharing HR and safety | 1,093.16 |
| 37540 | City of Encinitas | Services - Contractors | Remove AC and expose utilities | 5,482.79 |
| 37541 | City of Encinitas | Accounts Receivable Control | Seven irrigation wires repair | 800.13 |
| 37542 | City of Encinitas | Service - IT Support | Admin network - August | 2,703.75 |
| 37543 | City of Encinitas | Fees - Permits | Environmental initial study | 5,055.00 |
| 37544 | City of Encinitas | Fees - Permits | Case #17-272 | 255.50 |
| 37545 | Forte of San Diego | Services - Janitorial | September service and supplies | 1,036.84 |
| 37546 | Government Finance Officers Assoc. | Dues & Memberships | Membership | 160.00 |
| 37547 | GC Pivotal LLC | Utilities - Internet | T-1 service - September | 355.24 |
| 37548 | Industrial Maintenance Supply | Supplies - Shop & Field | Tools, supplies, and parts | 995.95 |
| 37549 | Kennedy/Jenks Consultants | Services - Engineering | CMAR-owner representative | 1,723.06 |
| 37550 | Kimley-Horn & Associates, Inc. | Accrued Liabilities | Civil engineering and environmental | 19,749.99 |
| 37551 | Lomas Santa Fe Country Club | Other Personnel Cost | Deposit | 150.00 |
| 37552 | McMaster-Carr Supply Co. | Repair Parts Expense | On/off valve and stainless steel pipe nipples | 1,441.22 |
| 37553 | Olin Corp - Chlor Alkali | Supplies - Chemicals | Sodium hypochlorite | 4,624.70 |
| 37554 | Olivenhain Municipal Water District | Rent | Pipeline rental payment - July | 13,635.00 |
| 37555 | Olivenhain Municipal Water District | Services - Maintenance | Wiegand Reservoir Zona Gale - 1st quarter | 3,026.66 |
| 37556 | OneSource Distributors, Inc. | Repair Parts Expense | Remote DPI full numeric LCD | 385.16 |
| 37557 | Pacific Pipeline Supply | Repair Parts Expense | Grooved coupling and PVC | 252.69 |
| 37558 | PCL Construction Services | Services - Contractors | Design services | 23,162.00 |
| 37559 | Penn Valley Pump Co., Inc. | Repair Parts Expense | Drive | 2,618.00 |
| 37560 | U.S. Postal Service | Postage/Shipping | Postage stamps | 550.00 |
| 37561 | Preferred Benefit Insurance | Dental/Vision | Vision - August | 299.30 |
| 37562 | Procopio Cory Hargreaves | Services - Legal | General; labor and employment for July | 5,830.50 |
| 37563 | Random Deeds Media LLC | Services - Professional | PSA package | 9,000.00 |
| 37564 | Rockwell Solutions | Repair Parts Expense | Casing, cutter bar, impeller, and o-rings | 9,089.81 |
| 37565 | Santa Fe Irrigation District | Utilities - Water | Recycled water | 1,381.11 |
| 37566 | Santa Fe Irrigation District | SFID Distribution Pipeline | Pipeline purchase payment - July | 1,576.45 |
| 37567 | San Dieguito Water District | Utilities - Water | Recycled water | 655.66 |
| 37568 | San Dieguito Water District | Utilities - Water | Recycled water | 2,325.25 |
| 37569 | Smart & Final | Supplies - Office | Kitchen supplies | 59.77 |

SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS
20-09
For the Month of July and August 2019

| Warrant # | Vendor Name | G/L Account | Warrant Description | Amount |
|------------------|----------------------------------|-------------------------------|---|---------------|
| 37570 | Southern Contracting Comp. | Services - Contractors | Sand filter pumps conduit repair/replace | 18,225.00 |
| 37571 | Terminix Processing Center | Services - Maintenance | July | 389.00 |
| 37572 | Test America | Services - Laboratory | Testing water samples | 3,358.50 |
| 37573 | Unifirst Corporation | Services - Uniforms | Uniform service | 133.47 |
| 37574 | UPS | Postage/Shipping | Parts | 16.87 |
| 37575 | USA Bluebook | Various | Submersible pump, electrode gel, laboratory supplies | 1,696.12 |
| 37576 | USP Technologies | Equipment Rental/Lease | Feed system | 800.00 |
| 37577 | Vantagepoint Transfer Agents | EE Deduction Benefits | ICMA - 457 | 6,418.22 |
| 37578 | Vantagepoint Transfer Agents | ICMA Retirement | ICMA - 401a | 3,345.94 |
| 37579 | Verizon Wireless | Utilities - Telephone | 07/11 - 08/10/19 | 341.98 |
| 37580 | Verizon Wireless | Utilities - Telephone | Cell phone and equip - 07/08 - 08/07/19 | 1,228.37 |
| 37581 | Volt Management Corp | Services - Intern Program | Periods ending - 07/26/19, 08/02/19, 08/11/19 | 4,079.80 |
| 37582 | VWR International, Inc. | Supplies - Lab | Laboratory supplies | 935.85 |
| 37583 | WageWorks | Payroll Processing Fees | Admin and compliance fee - July | 128.75 |
| 37584 | Walker Process Equipment | Repair Parts Expense | Wall rollers | 1,295.93 |
| 37585 | Water Systems Consulting, Inc. | Services - Professional | Strategic communications | 88.82 |
| 37586 | Water Environment Federation | Dues & Memberships | Membership | 328.00 |
| 37587 | Water Environment Federation | Dues & Memberships | Membership | 328.00 |
| On-line 228 | BankCard Center | Supplies - Office | Supplies, repairs, and conference | 4,228.85 |
| On-line 229 | Chevron & Texaco Business Card | Fuel | July | 1,004.99 |
| On-line 230 | Public Employees- Retirement | Retirement Plan - PERS | Retirement - 07/27/19 - 08/09/19 | 13,772.21 |
| On-line 231 | San Diego Gas & Electric | Utilities - Gas & Electric | Gas and electric - 07/07/19 - 08/05/19 | 67,581.77 |
| On-line 232 | Sun Life Financial | Life Insurance/Disability | Life and disability insurance - September | 1,666.91 |
| 37588 | Amiad U.S.A., Inc. | Repair Parts Expense | Weavewire screen | 4,046.84 |
| 37589 | Aquatic Bioassay | Services - Laboratory | Kelp germination | 1,050.00 |
| 37590 | AT&T | Utilities - Telephone | Phone service - 07/13/19 - 08/12/19 | 425.65 |
| 37591 | Atlas Pumping Service Inc. | Services - Grease & Scum | Grease and scum pumping | 357.44 |
| 37592 | Boot World, Inc. | Uniforms - Boots | Safety boots - D. Martinez | 200.00 |
| 37593 | Brenntag Pacific, Inc | Supplies - Chem - Odor | Sodium Hydroxide | 1,250.91 |
| 37594 | California Water Technologies | Supplies - Chem - Ferric Chlo | Ferric chloride | 6,076.52 |
| 37595 | Calolympic Safety | Supplies - Safety | Micro dock base station, gas cylinder, regulator | 1,890.69 |
| 37596 | Complete Office | Supplies - Office | Office supplies | 158.40 |
| 37597 | CA Sanitation Risk Mgmt Auth. | Accrued Liabilities | File No. - 1996344 | 172.20 |
| 37598 | CA Sanitation Risk Mgmt Auth. | Accrued Liabilities | File no. - 1995882 | 23,039.70 |
| 37599 | Cummins Sales and Service | Repair Parts Expense | Switch high water temperature | 113.01 |
| 37600 | Denali Water Solutions LLC | Services - Biosolids Hauling | July | 20,190.11 |
| 37601 | Grainger, Inc. | Shop Tools and Equip. | Extension ladder and bailer retriever | 408.86 |
| 37602 | Golden State Overnight | Postage/Shipping | Water samples | 39.09 |
| 37603 | Hach Company | Supplies - Lab | Laboratory supplies | 969.82 |
| 37604 | Idexx Distribution, Inc. | Supplies - Lab | Laboratory supplies | 1,249.19 |
| 37605 | Larry Walker Associates | Services - Professional | Review and recommendation | 1,102.00 |
| 37606 | McMaster-Carr Supply Co. | Repair Parts Expense | Clamping shaft collar, tire, inner tube, plumbing parts | 795.12 |
| 37607 | MetLife - Group Benefits | Dental/Vision | Dental - September | 1,839.90 |
| 37608 | Napa Auto Parts | Repair Parts Expense | Battery | 166.92 |
| 37609 | Eric ORiley | Seminars/Education | Fees and textbook | 278.99 |
| 37610 | Pacific Green Landscape | Services - Landscape | August | 2,625.00 |
| 37611 | Pacific Pipeline Supply | Repair Parts Expense | Claval assembly | 876.21 |
| 37612 | ReadyRefresh | Supplies - Lab | Kitchen and lab supplies | 336.00 |
| 37613 | RSF Security Systems | Prepaid - Other | Security - 09/01/19 - 11/30/19 | 1,395.00 |
| 37614 | Rusty Wallis, Inc. | Services - Maintenance | Water softener, tank, and salt bags | 124.39 |
| 37615 | San Dieguito Water District | Utilities - Water (Suppl.) | 1190 Oakcrest Park Dr. - #080338 | 1,614.93 |
| 37616 | Test America | Services - Laboratory | Testing water samples | 837.00 |
| 37617 | Trussell Technologies, Inc | Services - Engineering | MF and RO training and data analysis | 367.50 |
| 37618 | Unifirst Corporation | Services - Uniforms | Uniform service | 362.95 |
| 37619 | USA Bluebook | Shop Tools and Equip. | Gantry crane | 2,709.93 |
| 37620 | Vantagepoint Transfer Agents | EE Deduction Benefits | ICMA - 457 | 6,433.59 |
| 37621 | Vantagepoint Transfer Agents | ICMA Retirement | ICMA - 401a | 3,379.73 |
| 37622 | Vaughn Irrigation Services, Inc. | Services - Maintenance | Pressure valve | 453.75 |
| 37623 | Volt Management Corp | Services - Intern Program | Period end - 08/09/19 - 08/16/19 | 2,805.89 |
| On-line 233 | Calpers | Services - Accounting | GASB-68 reports and schedules | 1,050.00 |
| On-line 234 | P.E.R.S. | Medical Insurance - PERS | Health - September | 21,778.94 |

SAN ELIJO JOINT POWERS AUTHORITY**PAYMENT OF WARRANTS****20-09****For the Month of July and August 2019**

| Warrant # | Vendor Name | G/L Account | Warrant Description | Amount |
|------------------|-------------------------------|------------------------|----------------------------------|-----------------------|
| On-line 235 | Public Employees - Retirement | Retirement Plan - PERS | Retirement - 08/10/19 - 08/23/19 | 13,812.46 |
| | San Elijo Payroll Account | Payroll | Payroll - 07/05/2019 | 68,558.09 |
| | San Elijo Payroll Account | Payroll | Payroll - 07/19/2019 | 78,869.36 |
| | San Elijo Payroll Account | Payroll | Payroll - 08/02/2019 | 69,126.96 |
| | San Elijo Payroll Account | Payroll | Payroll - 08/16/2019 | 68,647.89 |
| | San Elijo Payroll Account | Payroll | Payroll - 08/30/2019 | 69,641.51 |
| | | | | <u>\$2,851,195.07</u> |

SAN ELIJO JOINT POWERS AUTHORITY

PAYMENT OF WARRANTS SUMMARY

**For the Month of July and August 2019
As of August 29, 2019**

| | |
|---------------------|-----------------|
| PAYMENT OF WARRANTS | \$ 2,851,195.07 |
| Reference Number | 20-09 |

I hereby certify that the demands listed and covered by warrants are correct and just to the best of my knowledge, and that the money is available in the proper funds to pay these demands. The cash flows of the SEJPA, including the Member Agency commitment in their operating budgets to support the operations of the SEJPA, are expected to be adequate to meet the SEJPA's obligations over the next six months. I also certify that the SEJPA's investment portfolio complies with the SEJPA's investment policy.



Paul F. Kinkel
Director of Finance & Administration

STATEMENT OF FUNDS AVAILABLE FOR PAYMENT OF WARRANTS
AND INVESTMENT INFORMATION
As of August 29, 2019

| FUNDS ON DEPOSIT WITH | AMOUNT |
|--|-------------------------|
| LOCAL AGENCY INVESTMENT FUND | |
| <i>(JULY 2019 YIELD 2.379%)</i> | |
| RESTRICTED SRF RESERVE | \$ 630,000.00 |
| UNRESTRICTED DEPOSITS | \$ 8,069,980.81 |
| CALIFORNIA BANK AND TRUST | |
| <i>(JULY 2019 YIELD 0.01%)</i> | |
| REGULAR CHECKING | \$ 99,436.95 |
| PAYROLL CHECKING | \$ 5,000.00 |
| UNION BANK - TRUSTEE (BOND FUNDS) | |
| BLACKROCK | \$ 275,043.86 |
| <i>(JULY 2019 YIELD 2.24%)</i> | |
| LAIF | \$ 14,666,036.67 |
| <i>(JULY 2019 YIELD 2.379%)</i> | |
| PARS - TRUSTEE (POST-EMPLOYMENT BENEFITS TRUST) | \$ 51,088.72 |
| <i>(1 YEAR NET RETURN AS OF JUNE 2019 6.35%)</i> | |
| TOTAL RESOURCES | <u>\$ 23,796,587.01</u> |

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 9, 2019

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO WATER RECLAMATION FACILITY TREATED EFFLUENT FLOWS
– MONTHLY REPORT

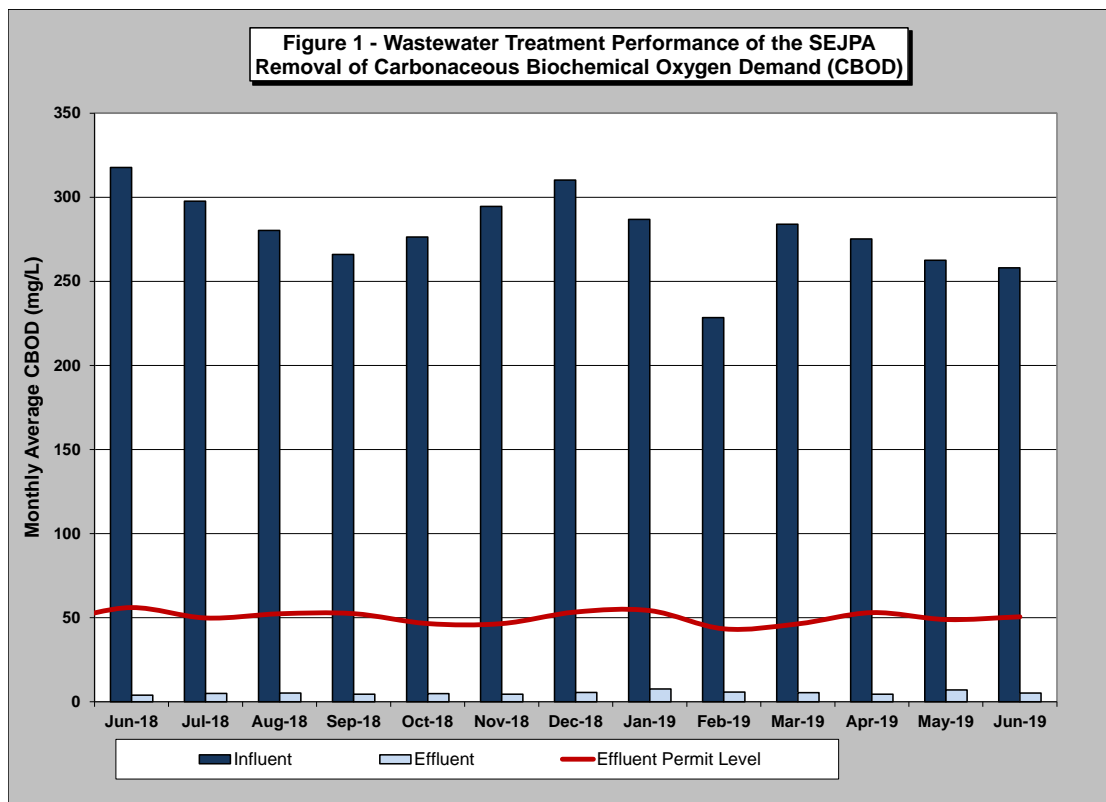
RECOMMENDATION

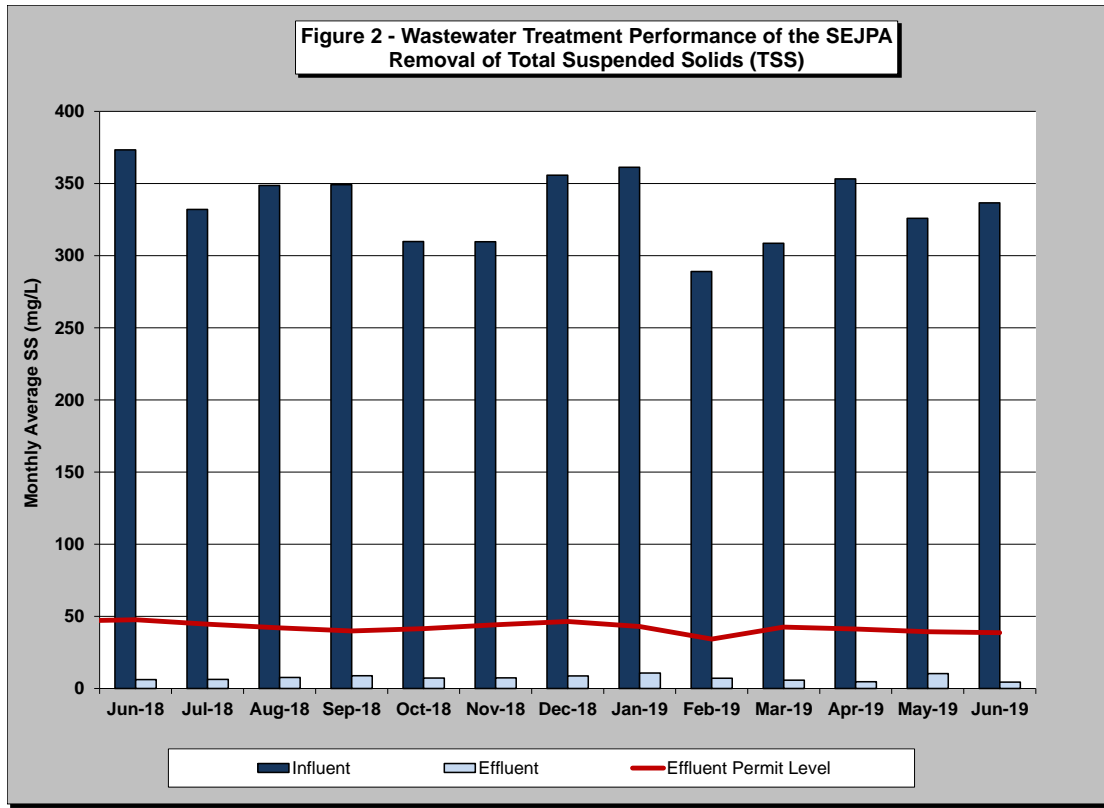
No action required. This memorandum is submitted for information only.

DISCUSSION

Monthly Treatment Plant Performance and Evaluation

Wastewater treatment for the San Elijo Joint Powers Authority (SEJPA) met all National Pollutant Discharge Elimination System (NPDES) ocean effluent limitation requirements for the month of June 2019. The primary indicators of treatment performance include the removal of Carbonaceous Biochemical Oxygen Demand (CBOD) and Total Suspended Solids (TSS). The SEJPA is required to remove a minimum of 85 percent of the CBOD and TSS from the wastewater. Treatment levels for CBOD and TSS were 98.0 and 98.7 percent removal, respectively (as shown in Figure 1 and Figure 2).





Member Agency Flows

Presented below are the influent and effluent flows for the month of June. Average daily influent flows were recorded for each Member Agency. Total effluent flow was calculated for the San Elijo Water Reclamation Facility.

| | June | |
|---------------------------------|-----------------------|------------------------|
| | <u>Influent (mgd)</u> | <u>Effluent (mgd)*</u> |
| Cardiff Sanitary Division | 1.162 | 0.382 |
| City of Solana Beach | 0.903 | 0.297 |
| Rancho Santa Fe SID | 0.126 | 0.041 |
| City of Del Mar | 0.507 | 0.167 |
| Total San Elijo WRF Flow | 2.698 | 0.887 |

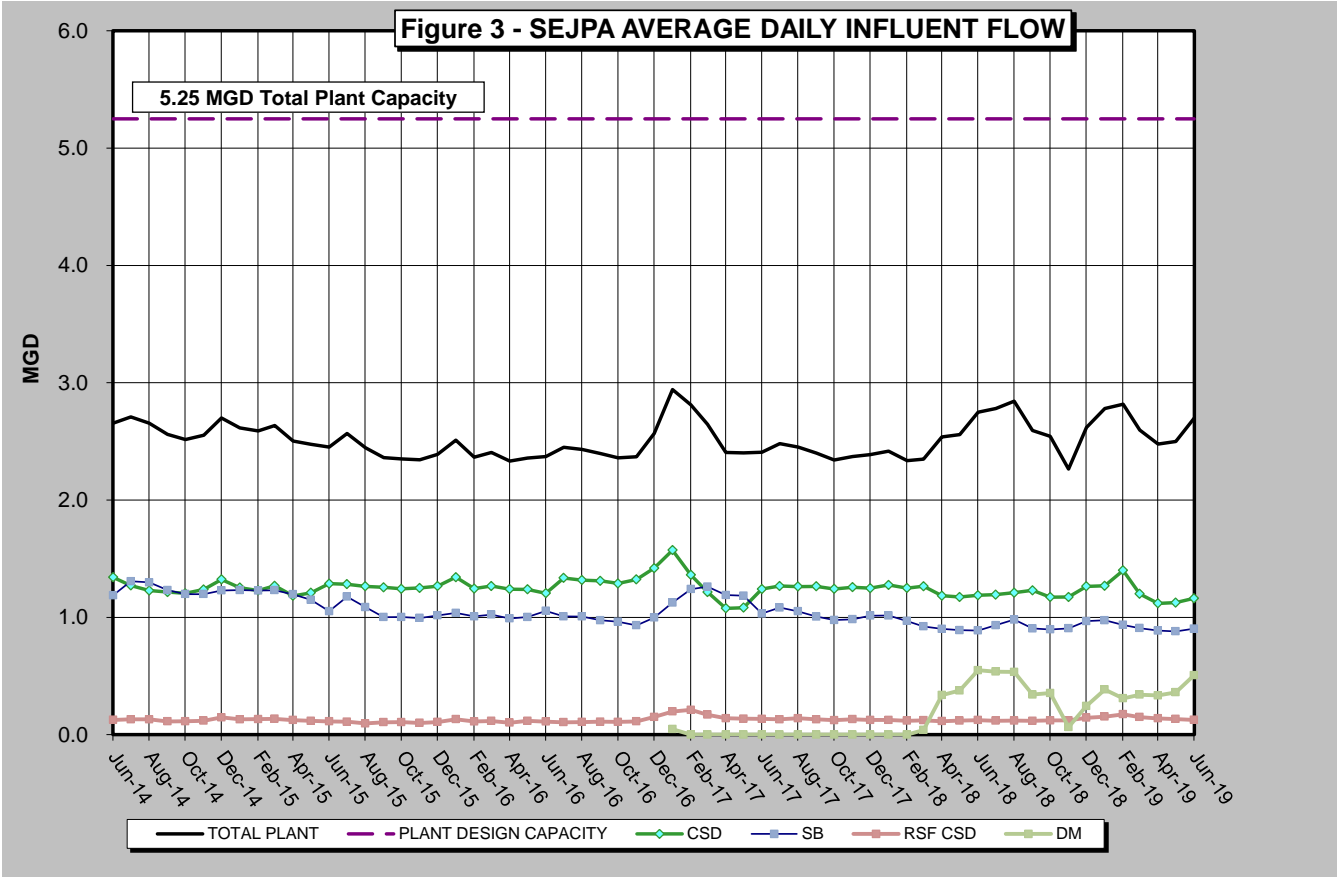
* Effluent is calculated by subtracting the recycled water production from the influent wastewater.

Table 1 (below) presents the historical average, maximum, and unit influent and effluent flow rates per month for each of the Member Agencies during the past 5 years. It also presents the number of connected Equivalent Dwelling Units (EDUs) for each of the Member Agencies during this same time period.

TABLE 1 - SAN ELIJO WATER RECLAMATION FACILITY MONTHLY REPORT - FLOWS AND EDUS

| MONTH | AVERAGE DAILY INFLUENT FLOW RATE (MGD) | | | | | AVERAGE DAILY EFFLUENT FLOW RATE (MGD) | | | | | CONNECTED EDUs | | | | | AVERAGE UNIT INFLUENT FLOW RATE (GAL/EDU/DAY) | | | | | | | |
|--------|--|-------|-------|-------|----|--|-------|-------|-------|-------|----------------|-------------|----------|----------|----------|---|---------|------------|-----|-----|-----|-----|-------------|
| | CSD | RSF | CSD | SB | DM | TOTAL PLANT | CSD | RSF | CSD | SB | DM | TOTAL PLANT | CSD EDUS | RSF EDUS | CSD EDUS | SB EDUS | DM EDUS | TOTAL EDUS | CSD | RSF | SB | DM | TOTAL PLANT |
| Jun-14 | 1.341 | 0.126 | 1.188 | | | 2.655 | 0.207 | 0.020 | 0.183 | | | 0.410 | 8,333 | 498 | 7,728 | | | 16,559 | 161 | 253 | 154 | | 160 |
| Jul-14 | 1.271 | 0.130 | 1.307 | | | 2.708 | 0.232 | 0.024 | 0.239 | | | 0.495 | 8,338 | 499 | 7,728 | | | 16,565 | 152 | 261 | 169 | | 163 |
| Aug-14 | 1.228 | 0.130 | 1.298 | | | 2.656 | 0.227 | 0.024 | 0.239 | | | 0.490 | 8,345 | 500 | 7,728 | | | 16,573 | 147 | 260 | 168 | | 160 |
| Sep-14 | 1.215 | 0.113 | 1.232 | | | 2.560 | 0.211 | 0.019 | 0.214 | | | 0.444 | 8,351 | 500 | 7,728 | | | 16,579 | 145 | 226 | 159 | | 154 |
| Oct-14 | 1.204 | 0.114 | 1.198 | | | 2.516 | 0.394 | 0.038 | 0.392 | | | 0.824 | 8,353 | 500 | 7,728 | | | 16,581 | 144 | 228 | 155 | | 152 |
| Nov-14 | 1.237 | 0.118 | 1.198 | | | 2.553 | 0.667 | 0.063 | 0.646 | | | 1.376 | 8,354 | 502 | 7,728 | | | 16,584 | 148 | 235 | 155 | | 154 |
| Dec-14 | 1.323 | 0.147 | 1.229 | | | 2.699 | 1.163 | 0.129 | 1.081 | | | 2.373 | 8,355 | 502 | 7,728 | | | 16,585 | 158 | 293 | 159 | | 163 |
| Jan-15 | 1.253 | 0.130 | 1.232 | | | 2.615 | 0.984 | 0.102 | 0.967 | | | 2.053 | 8,359 | 503 | 7,977 | | | 16,838 | 150 | 259 | 154 | | 155 |
| Feb-15 | 1.229 | 0.132 | 1.228 | | | 2.589 | 0.757 | 0.081 | 0.757 | | | 1.595 | 8,361 | 504 | 7,977 | | | 16,841 | 147 | 262 | 154 | | 154 |
| Mar-15 | 1.269 | 0.135 | 1.231 | | | 2.635 | 0.583 | 0.062 | 0.566 | | | 1.211 | 8,365 | 504 | 7,977 | | | 16,846 | 152 | 268 | 154 | | 156 |
| Apr-15 | 1.183 | 0.124 | 1.196 | | | 2.503 | 0.350 | 0.036 | 0.354 | | | 0.740 | 8,366 | 504 | 7,977 | | | 16,847 | 141 | 246 | 150 | | 149 |
| May-15 | 1.209 | 0.117 | 1.149 | | | 2.475 | 0.545 | 0.053 | 0.518 | | | 1.116 | 8,367 | 505 | 7,977 | | | 16,848 | 144 | 232 | 144 | | 147 |
| Jun-15 | 1.287 | 0.113 | 1.052 | | | 2.452 | 0.362 | 0.032 | 0.296 | | | 0.690 | 8,369 | 506 | 7,977 | | | 16,852 | 154 | 224 | 132 | | 146 |
| Jul-15 | 1.282 | 0.110 | 1.176 | | | 2.568 | 0.392 | 0.034 | 0.359 | | | 0.785 | 8,370 | 510 | 8,003 | | | 16,883 | 153 | 216 | 147 | | 152 |
| Aug-15 | 1.264 | 0.095 | 1.087 | | | 2.446 | 0.315 | 0.023 | 0.271 | | | 0.609 | 8,371 | 510 | 8,003 | | | 16,884 | 151 | 186 | 136 | | 145 |
| Sep-15 | 1.256 | 0.105 | 1.001 | | | 2.362 | 0.457 | 0.038 | 0.364 | | | 0.859 | 8,372 | 511 | 8,003 | | | 16,885 | 150 | 206 | 125 | | 140 |
| Oct-15 | 1.243 | 0.106 | 1.002 | | | 2.351 | 0.681 | 0.058 | 0.549 | | | 1.288 | 8,373 | 511 | 8,003 | | | 16,886 | 148 | 208 | 125 | | 139 |
| Nov-15 | 1.250 | 0.100 | 0.994 | | | 2.344 | 0.792 | 0.063 | 0.630 | | | 1.485 | 8,376 | 511 | 8,003 | | | 16,889 | 149 | 196 | 124 | | 139 |
| Dec-15 | 1.266 | 0.107 | 1.016 | | | 2.389 | 0.971 | 0.082 | 0.780 | | | 1.833 | 8,377 | 511 | 8,003 | | | 16,891 | 151 | 210 | 127 | | 141 |
| Jan-16 | 1.342 | 0.131 | 1.037 | | | 2.510 | 1.189 | 0.116 | 0.918 | | | 2.223 | 8,380 | 511 | 8,003 | | | 16,894 | 160 | 257 | 130 | | 149 |
| Feb-16 | 1.245 | 0.112 | 1.008 | | | 2.365 | 0.780 | 0.070 | 0.631 | | | 1.481 | 8,383 | 512 | 8,003 | | | 16,897 | 149 | 219 | 126 | | 140 |
| Mar-16 | 1.267 | 0.116 | 1.023 | | | 2.406 | 0.763 | 0.070 | 0.616 | | | 1.449 | 8,388 | 512 | 8,003 | | | 16,903 | 151 | 227 | 128 | | 142 |
| Apr-16 | 1.240 | 0.102 | 0.990 | | | 2.332 | 0.675 | 0.055 | 0.539 | | | 1.269 | 8,389 | 512 | 8,003 | | | 16,904 | 148 | 199 | 124 | | 138 |
| May-16 | 1.238 | 0.117 | 1.002 | | | 2.357 | 0.505 | 0.048 | 0.409 | | | 0.962 | 8,389 | 512 | 8,003 | | | 16,904 | 148 | 229 | 125 | | 139 |
| Jun-16 | 1.205 | 0.111 | 1.055 | | | 2.371 | 0.362 | 0.033 | 0.317 | | | 0.712 | 8,390 | 514 | 8,003 | | | 16,907 | 144 | 216 | 132 | | 140 |
| Jul-16 | 1.336 | 0.105 | 1.008 | | | 2.449 | 0.586 | 0.046 | 0.442 | | | 1.074 | 8,392 | 514 | 8,020 | | | 16,926 | 159 | 204 | 126 | | 145 |
| Aug-16 | 1.317 | 0.107 | 1.007 | | | 2.431 | 0.647 | 0.053 | 0.495 | | | 1.195 | 8,393 | 516 | 8,020 | | | 16,929 | 157 | 207 | 126 | | 144 |
| Sep-16 | 1.311 | 0.110 | 0.975 | | | 2.396 | 0.601 | 0.050 | 0.447 | | | 1.098 | 8,394 | 516 | 8,020 | | | 16,930 | 156 | 213 | 122 | | 142 |
| Oct-16 | 1.289 | 0.108 | 0.962 | | | 2.359 | 0.521 | 0.043 | 0.389 | | | 0.953 | 8,397 | 517 | 8,020 | | | 16,933 | 154 | 209 | 120 | | 139 |
| Nov-16 | 1.323 | 0.113 | 0.932 | | | 2.368 | 0.730 | 0.062 | 0.514 | | | 1.306 | 8,403 | 517 | 8,020 | | | 16,940 | 157 | 219 | 116 | | 140 |
| Dec-16 | 1.419 | 0.150 | 0.998 | | | 2.567 | 1.179 | 0.125 | 0.829 | | | 2.133 | 8,406 | 549 | 8,020 | | | 16,975 | 169 | 273 | 124 | | 151 |
| Jan-17 | 1.572 | 0.197 | 1.125 | 0.047 | | 2.941 | 1.489 | 0.186 | 1.066 | 0.045 | | 2.786 | 8,409 | 549 | 8,020 | 1,716 | | 18,694 | 187 | 359 | 140 | 142 | 157 |
| Feb-17 | 1.361 | 0.211 | 1.240 | 0.000 | | 2.812 | 1.236 | 0.192 | 1.126 | 0.000 | | 2.554 | 8,409 | 549 | 8,020 | 1,716 | | 18,694 | 162 | 384 | 155 | 0 | 166 |
| Mar-17 | 1.215 | 0.170 | 1.261 | 0.000 | | 2.646 | 0.856 | 0.120 | 0.889 | 0.000 | | 1.865 | 8,413 | 550 | 8,020 | 1,716 | | 18,698 | 144 | 309 | 157 | 0 | 156 |
| Apr-17 | 1.077 | 0.139 | 1.190 | 0.000 | | 2.406 | 0.841 | 0.108 | 0.929 | 0.000 | | 1.878 | 8,414 | 551 | 8,020 | 1,716 | | 18,700 | 128 | 252 | 148 | 0 | 142 |
| May-17 | 1.082 | 0.136 | 1.184 | 0.000 | | 2.402 | 0.842 | 0.106 | 0.922 | 0.000 | | 1.870 | 8,416 | 551 | 8,049 | 1,716 | | 18,732 | 129 | 247 | 147 | 0 | 141 |
| Jun-17 | 1.241 | 0.134 | 1.032 | 0.000 | | 2.407 | 0.980 | 0.106 | 0.815 | 0.000 | | 1.901 | 8,420 | 551 | 8,049 | 1,716 | | 18,737 | 147 | 243 | 128 | 0 | 141 |
| Jul-17 | 1.267 | 0.130 | 1.083 | 0.000 | | 2.480 | 0.802 | 0.082 | 0.685 | 0.000 | | 1.569 | 8,421 | 551 | 8,061 | 1,716 | | 18,749 | 150 | 236 | 134 | 0 | 146 |
| Aug-17 | 1.262 | 0.139 | 1.051 | 0.000 | | 2.452 | 0.852 | 0.094 | 0.709 | 0.000 | | 1.655 | 8,423 | 553 | 8,061 | 1,716 | | 18,753 | 150 | 251 | 130 | 0 | 144 |
| Sep-17 | 1.264 | 0.130 | 1.006 | 0.000 | | 2.400 | 0.866 | 0.089 | 0.689 | 0.000 | | 1.644 | 8,427 | 555 | 8,061 | 1,716 | | 18,759 | 150 | 234 | 125 | 0 | 141 |
| Oct-17 | 1.242 | 0.123 | 0.977 | 0.000 | | 2.342 | 0.543 | 0.053 | 0.427 | 0.000 | | 1.023 | 8,431 | 555 | 8,061 | 1,716 | | 18,763 | 147 | 222 | 121 | 0 | 137 |
| Nov-17 | 1.257 | 0.131 | 0.983 | 0.000 | | 2.371 | 0.661 | 0.069 | 0.517 | 0.000 | | 1.247 | 8,431 | 554 | 8,061 | 1,716 | | 18,762 | 149 | 237 | 122 | 0 | 139 |
| Dec-17 | 1.248 | 0.125 | 1.014 | 0.000 | | 2.387 | 0.693 | 0.070 | 0.563 | 0.000 | | 1.326 | 8,431 | 554 | 8,061 | 1,716 | | 18,762 | 148 | 226 | 126 | 0 | 140 |
| Jan-18 | 1.276 | 0.125 | 1.015 | 0.000 | | 2.416 | 0.886 | 0.087 | 0.705 | 0.000 | | 1.678 | 8,435 | 555 | 8,061 | 1,716 | | 18,767 | 151 | 225 | 126 | 0 | 142 |
| Feb-18 | 1.249 | 0.118 | 0.968 | 0.000 | | 2.335 | 0.601 | 0.056 | 0.466 | 0.000 | | 1.123 | 8,441 | 555 | 8,061 | 1,716 | | 18,773 | 148 | 213 | 120 | 0 | 137 |
| Mar-18 | 1.265 | 0.122 | 0.922 | 0.039 | | 2.348 | 0.857 | 0.083 | 0.625 | 0.026 | | 1.591 | 8,451 | 555 | 8,061 | 1,716 | | 18,782 | 150 | 220 | 114 | 149 | 125 |
| Apr-18 | 1.184 | 0.115 | 0.901 | 0.337 | | 2.537 | 0.627 | 0.061 | 0.477 | 0.179 | | 1.344 | 8,451 | 559 | 8,061 | 1,716 | | 18,786 | 140 | 206 | 112 | 129 | 135 |
| May-18 | 1.173 | 0.119 | 0.890 | 0.376 | | 2.558 | 0.566 | 0.057 | 0.430 | 0.182 | | 1.235 | 8,461 | 562 | 8,061 | 1,716 | | 18,799 | 139 | 212 | 110 | 144 | 136 |
| Jun-18 | 1.188 | 0.124 | 0.888 | 0.549 | | 2.749 | 0.557 | 0.058 | 0.417 | 0.258 | | 1.290 | 8,466 | 562 | 8,061 | 1,716 | | 18,804 | 140 | 221 | 110 | 210 | 146 |
| Jul-18 | 1.193 | 0.118 | 0.933 | 0.537 | | 2.781 | 0.619 | 0.061 | 0.484 | 0.278 | | 1.442 | 8,478 | 562 | 8,083 | 2,611 | | 19,733 | 141 | 210 | 115 | 206 | 141 |
| Aug-18 | 1.210 | 0.119 | 0.980 | 0.534 | | 2.843 | 0.686 | 0.067 | 0.555 | 0.303 | | 1.611 | 8,481 | 563 | 8,083 | 2,611 | | 19,737 | 143 | 212 | 121 | 205 | 144 |
| Sep-18 | 1.230 | 0.117 | 0.905 | 0.341 | | 2.593 | 0.677 | 0.064 | 0.498 | 0.188 | | 1.427 | 8,481 | 563 | 8,083 | 2,611 | | 19,737 | 145 | 208 | 112 | 131 | 131 |
| Oct-18 | 1.172 | 0.121 | 0.897 | 0.354 | | 2.544 | 0.529 | 0.054 | 0.405 | 0.160 | | 1.148 | 8,481 | 564 | 8,083 | 2,611 | | 19,738 | 138 | 215 | 111 | 136 | 129 |
| Nov-18 | 1.173 | 0.121 | 0.906 | 0.064 | | 2.264 | 0.495 | 0.051 | 0.383 | 0.027 | | 0.956 | 8,488 | 565 | 8,083 | 2,611 | | 19,746 | 138 | 214 | 112 | 136 | 129 |
| Dec-18 | 1.264 | 0.144 | 0.967 | 0.244 | | 2.619 | 1.017 | 0.116 | 0.778 | 0.196 | | 2.107 | 8,491 | 566 | 8,083 | 2,611 | | 19,751 | 149 | 255 | 120 | 136 | 138 |
| Jan-19 | 1.269 | 0.153 | 0.975 | 0.384 | | 2.781 | 1.221 | 0.147 | 0.938 | 0.369 | | 2.675 | 8,491 | 566 | 8,083 | 2,611 | | 19,751 | 149 | 271 | 121 | 147 | 141 |
| Feb-19 | 1.400 | 0.173 | 0.935 | 0.309 | | 2.817 | 1.256 | 0.156 | 0.839 | 0.277 | | 2.528 | 8,492 | 566 | 8,083 | 2,611 | | 19,752 | 165 | 306 | 116 | 137 | 145 |
| Mar-19 | 1.200 | 0.149 | 0.908 | 0.340 | | 2.597 | 0.956 | 0.119 | 0.724 | 0.271 | | 2.070 | 8,493 | 568 | 8,083 | 2,611 | | 19,755 | 141 | 263 | 112 | 132 | 132 |
| Apr-19 | 1.119 | 0.138 | 0.887 | 0.334 | | 2.478 | 0.330 | 0.040 | 0.262 | | | | | | | | | | | | | | |

Figure 3 (below) presents the 5-year historical average daily flows per month for each Member Agency. This is to provide a historical overview of the average treated flow by each agency. Also shown in Figure 3 is the total wastewater treatment capacity of the plant, 5.25 mgd, of which each Member Agency has the right to 2.2 mgd, Rancho Santa Fe Community Service District leases 0.25 mgd, and the City of Del Mar leases 0.60 mgd.



City of Escondido Flows

The average and peak flow rate for the month of June 2019 from the City of Escondido's Hale Avenue Resource Recovery Facility, which discharges through the San Elijo Ocean Outfall, is reported below.

| | Flow (mgd) |
|-------------------------------|-------------------|
| Escondido (Average flow rate) | 9.47 |
| Escondido (Peak flow rate) | 18.0 |

Connected Equivalent Dwelling Units

The City of Solana Beach and the City of Del Mar updated the connected EDUs number that is reported to the SEJPA in July 2018. The City of Encinitas and Rancho Santa Fe CSD report their connected EDUs every month. The number of EDUs connected for each of the Member Agencies and lease agencies is as follows:

| | Connected (EDU) |
|-----------------------------|------------------------|
| Cardiff Sanitary Division | 8,504 |
| Rancho Santa Fe SID | 568 |
| City of Solana Beach | 7,747 |
| San Diego (to Solana Beach) | 337 |
| City of Del Mar | 2,611 |
| Total EDUs to System | 19,766 |

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 9, 2019

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO WATER RECLAMATION FACILITY TREATED EFFLUENT FLOWS
– MONTHLY REPORT

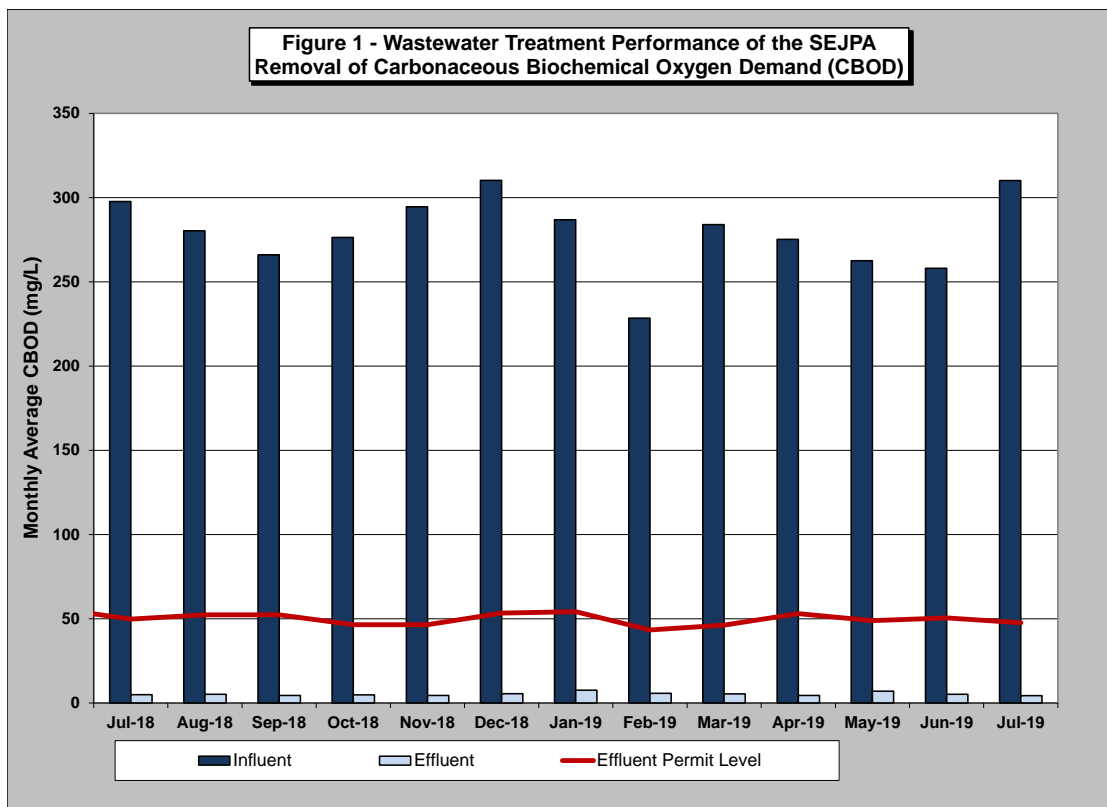
RECOMMENDATION

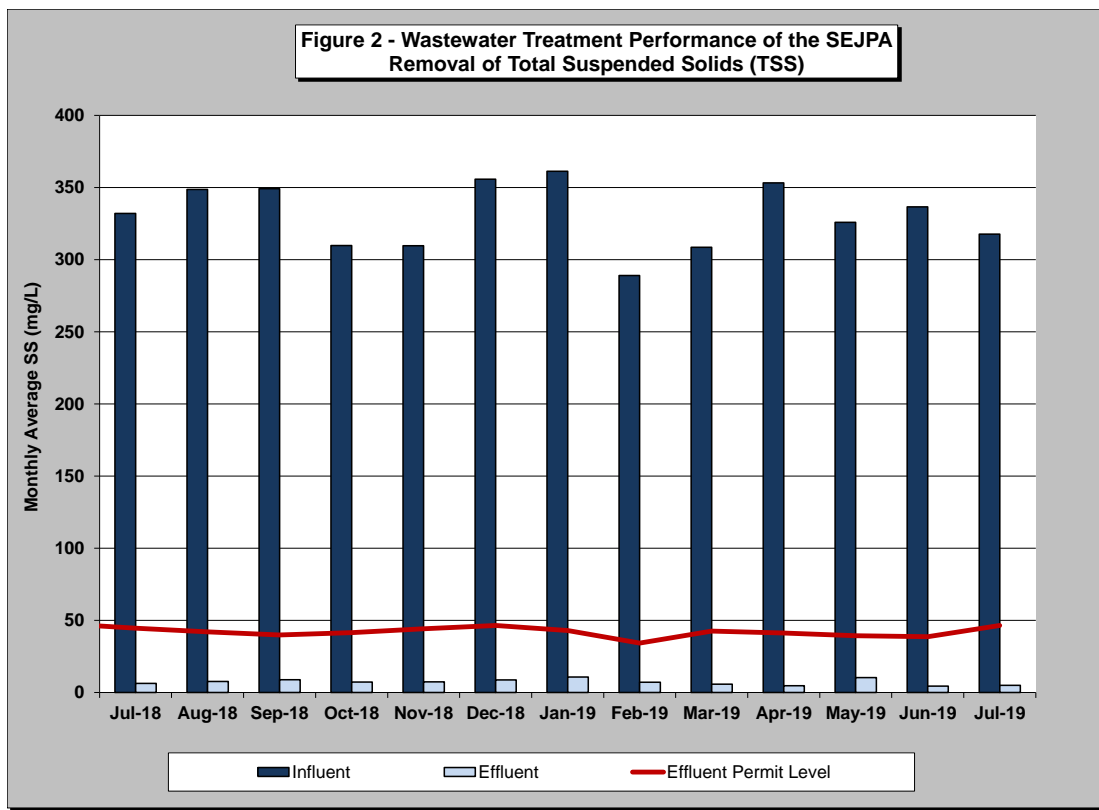
No action required. This memorandum is submitted for information only.

DISCUSSION

Monthly Treatment Plant Performance and Evaluation

Wastewater treatment for the San Elijo Joint Powers Authority (SEJPA) met all National Pollutant Discharge Elimination System (NPDES) ocean effluent limitation requirements for the month of July 2019. The primary indicators of treatment performance include the removal of Carbonaceous Biochemical Oxygen Demand (CBOD) and Total Suspended Solids (TSS). The SEJPA is required to remove a minimum of 85 percent of the CBOD and TSS from the wastewater. Treatment levels for CBOD and TSS were 98.6 and 98.4 percent removal, respectively (as shown in Figure 1 and Figure 2).





Member Agency Flows

Presented below are the influent and effluent flows for the month of July. Average daily influent flows were recorded for each Member Agency. Total effluent flow was calculated for the San Elijo Water Reclamation Facility.

| | July | |
|---------------------------------|-----------------------|------------------------|
| | <u>Influent (mgd)</u> | <u>Effluent (mgd)*</u> |
| Cardiff Sanitary Division | 1.127 | 0.349 |
| City of Solana Beach | 0.924 | 0.286 |
| Rancho Santa Fe SID | 0.128 | 0.039 |
| City of Del Mar | 0.546 | 0.169 |
| Total San Elijo WRF Flow | 2.725 | 0.843 |

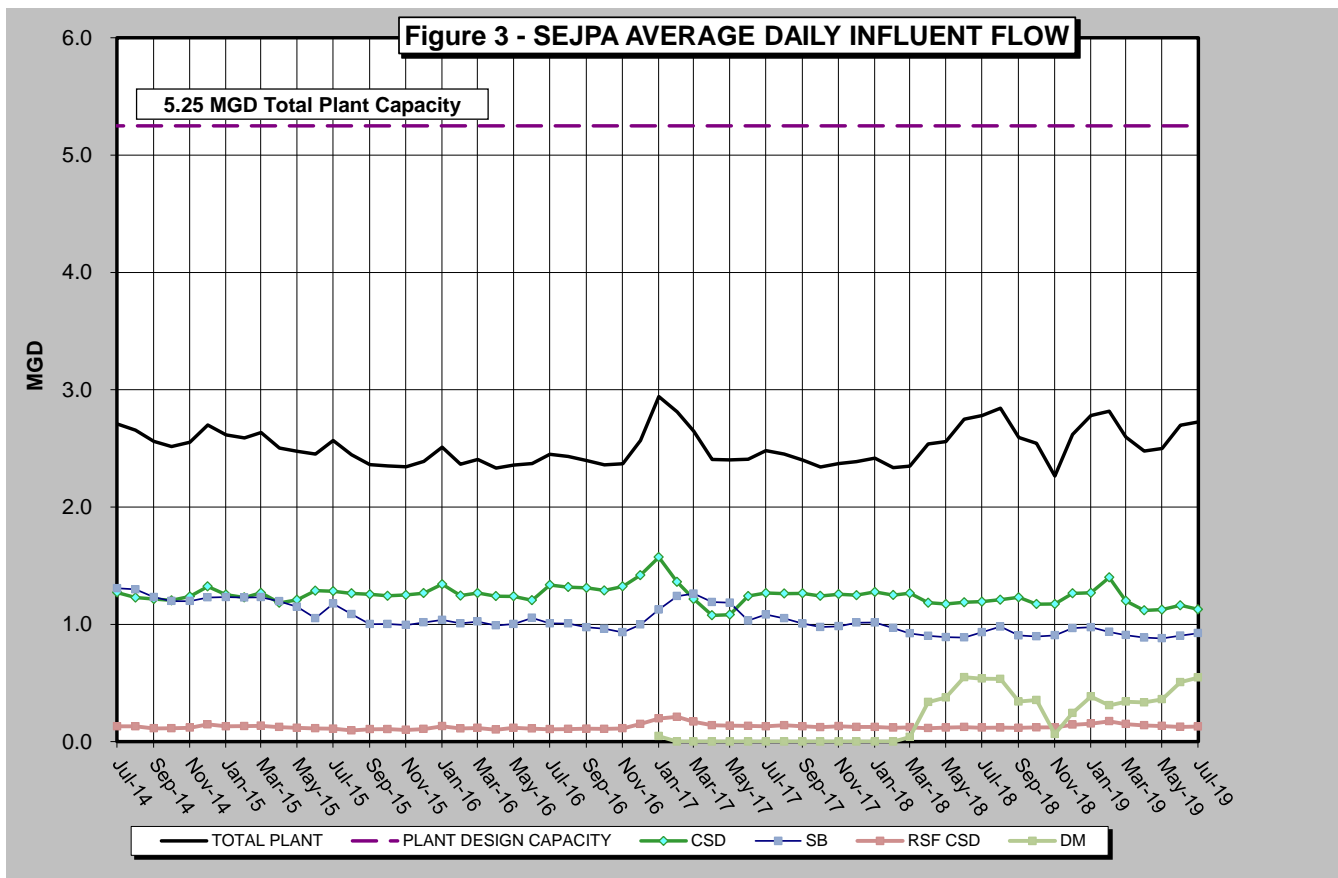
* Effluent is calculated by subtracting the recycled water production from the influent wastewater.

Table 1 (below) presents the historical average, maximum, and unit influent and effluent flow rates per month for each of the Member Agencies during the past 5 years. It also presents the number of connected Equivalent Dwelling Units (EDUs) for each of the Member Agencies during this same time period.

TABLE 1 - SAN ELIJO WATER RECLAMATION FACILITY MONTHLY REPORT - FLOWS AND EDUS

| MONTH | AVERAGE DAILY INFLUENT FLOW RATE (MGD) | | | | | AVERAGE DAILY EFFLUENT FLOW RATE (MGD) | | | | | CONNECTED EDUs | | | | | AVERAGE UNIT INFLUENT FLOW RATE (GAL/EDU/DAY) | | | | | | | |
|--------|--|-------|-------|-------|----|--|-------|-------|-------|-------|----------------|-------------|----------|----------|----------|---|---------|------------|-----|-----|-----|-----|-------------|
| | CSD | RSF | CSD | SB | DM | TOTAL PLANT | CSD | RSF | CSD | SB | DM | TOTAL PLANT | CSD EDUS | RSF EDUS | CSD EDUS | SB EDUS | DM EDUS | TOTAL EDUS | CSD | RSF | SB | DM | TOTAL PLANT |
| Jun-14 | 1.341 | 0.126 | 1.188 | | | 2.655 | 0.207 | 0.020 | 0.183 | | | 0.410 | 8,333 | 498 | 7,728 | | | 16,559 | 161 | 253 | 154 | | 160 |
| Jul-14 | 1.271 | 0.130 | 1.307 | | | 2.708 | 0.232 | 0.024 | 0.239 | | | 0.495 | 8,338 | 499 | 7,728 | | | 16,565 | 152 | 261 | 169 | | 163 |
| Aug-14 | 1.228 | 0.130 | 1.298 | | | 2.656 | 0.227 | 0.024 | 0.239 | | | 0.490 | 8,345 | 500 | 7,728 | | | 16,573 | 147 | 260 | 168 | | 160 |
| Sep-14 | 1.215 | 0.113 | 1.232 | | | 2.560 | 0.211 | 0.019 | 0.214 | | | 0.444 | 8,351 | 500 | 7,728 | | | 16,579 | 145 | 226 | 159 | | 154 |
| Oct-14 | 1.204 | 0.114 | 1.198 | | | 2.516 | 0.394 | 0.038 | 0.392 | | | 0.824 | 8,353 | 500 | 7,728 | | | 16,581 | 144 | 228 | 155 | | 152 |
| Nov-14 | 1.237 | 0.118 | 1.198 | | | 2.553 | 0.667 | 0.063 | 0.646 | | | 1.376 | 8,354 | 502 | 7,728 | | | 16,584 | 148 | 235 | 155 | | 154 |
| Dec-14 | 1.323 | 0.147 | 1.229 | | | 2.699 | 1.163 | 0.129 | 1.081 | | | 2.373 | 8,355 | 502 | 7,728 | | | 16,585 | 158 | 293 | 159 | | 163 |
| Jan-15 | 1.253 | 0.130 | 1.232 | | | 2.615 | 0.984 | 0.102 | 0.967 | | | 2.053 | 8,359 | 503 | 7,977 | | | 16,838 | 150 | 259 | 154 | | 155 |
| Feb-15 | 1.229 | 0.132 | 1.228 | | | 2.589 | 0.757 | 0.081 | 0.757 | | | 1.595 | 8,361 | 504 | 7,977 | | | 16,841 | 147 | 262 | 154 | | 154 |
| Mar-15 | 1.269 | 0.135 | 1.231 | | | 2.635 | 0.583 | 0.062 | 0.566 | | | 1.211 | 8,365 | 504 | 7,977 | | | 16,846 | 152 | 268 | 154 | | 156 |
| Apr-15 | 1.183 | 0.124 | 1.196 | | | 2.503 | 0.350 | 0.036 | 0.354 | | | 0.740 | 8,366 | 504 | 7,977 | | | 16,847 | 141 | 246 | 150 | | 149 |
| May-15 | 1.209 | 0.117 | 1.149 | | | 2.475 | 0.545 | 0.053 | 0.518 | | | 1.116 | 8,367 | 505 | 7,977 | | | 16,848 | 144 | 232 | 144 | | 147 |
| Jun-15 | 1.287 | 0.113 | 1.052 | | | 2.452 | 0.362 | 0.032 | 0.296 | | | 0.690 | 8,369 | 506 | 7,977 | | | 16,852 | 154 | 224 | 132 | | 146 |
| Jul-15 | 1.282 | 0.110 | 1.176 | | | 2.568 | 0.392 | 0.034 | 0.359 | | | 0.785 | 8,370 | 510 | 8,003 | | | 16,883 | 153 | 216 | 147 | | 152 |
| Aug-15 | 1.264 | 0.095 | 1.087 | | | 2.446 | 0.315 | 0.023 | 0.271 | | | 0.609 | 8,371 | 510 | 8,003 | | | 16,884 | 151 | 186 | 136 | | 145 |
| Sep-15 | 1.256 | 0.105 | 1.001 | | | 2.362 | 0.457 | 0.038 | 0.364 | | | 0.859 | 8,372 | 511 | 8,003 | | | 16,885 | 150 | 206 | 125 | | 140 |
| Oct-15 | 1.243 | 0.106 | 1.002 | | | 2.351 | 0.681 | 0.058 | 0.549 | | | 1.288 | 8,373 | 511 | 8,003 | | | 16,886 | 148 | 208 | 125 | | 139 |
| Nov-15 | 1.250 | 0.100 | 0.994 | | | 2.344 | 0.792 | 0.063 | 0.630 | | | 1.485 | 8,376 | 511 | 8,003 | | | 16,889 | 149 | 196 | 124 | | 139 |
| Dec-15 | 1.266 | 0.107 | 1.016 | | | 2.389 | 0.971 | 0.082 | 0.780 | | | 1.833 | 8,377 | 511 | 8,003 | | | 16,891 | 151 | 210 | 127 | | 141 |
| Jan-16 | 1.342 | 0.131 | 1.037 | | | 2.510 | 1.189 | 0.116 | 0.918 | | | 2.223 | 8,380 | 511 | 8,003 | | | 16,894 | 160 | 257 | 130 | | 149 |
| Feb-16 | 1.245 | 0.112 | 1.008 | | | 2.365 | 0.780 | 0.070 | 0.631 | | | 1.481 | 8,383 | 512 | 8,003 | | | 16,897 | 149 | 219 | 126 | | 140 |
| Mar-16 | 1.267 | 0.116 | 1.023 | | | 2.406 | 0.763 | 0.070 | 0.616 | | | 1.449 | 8,388 | 512 | 8,003 | | | 16,903 | 151 | 227 | 128 | | 142 |
| Apr-16 | 1.240 | 0.102 | 0.990 | | | 2.332 | 0.675 | 0.055 | 0.539 | | | 1.269 | 8,389 | 512 | 8,003 | | | 16,904 | 148 | 199 | 124 | | 138 |
| May-16 | 1.238 | 0.117 | 1.002 | | | 2.357 | 0.505 | 0.048 | 0.409 | | | 0.962 | 8,389 | 512 | 8,003 | | | 16,904 | 148 | 229 | 125 | | 139 |
| Jun-16 | 1.205 | 0.111 | 1.055 | | | 2.371 | 0.362 | 0.033 | 0.317 | | | 0.712 | 8,390 | 514 | 8,003 | | | 16,907 | 144 | 216 | 132 | | 140 |
| Jul-16 | 1.336 | 0.105 | 1.008 | | | 2.449 | 0.586 | 0.046 | 0.442 | | | 1.074 | 8,392 | 514 | 8,020 | | | 16,926 | 159 | 204 | 126 | | 145 |
| Aug-16 | 1.317 | 0.107 | 1.007 | | | 2.431 | 0.647 | 0.053 | 0.495 | | | 1.195 | 8,393 | 516 | 8,020 | | | 16,929 | 157 | 207 | 126 | | 144 |
| Sep-16 | 1.311 | 0.110 | 0.975 | | | 2.396 | 0.601 | 0.050 | 0.447 | | | 1.098 | 8,394 | 516 | 8,020 | | | 16,930 | 156 | 213 | 122 | | 142 |
| Oct-16 | 1.289 | 0.108 | 0.962 | | | 2.359 | 0.521 | 0.043 | 0.389 | | | 0.953 | 8,397 | 517 | 8,020 | | | 16,933 | 154 | 209 | 120 | | 139 |
| Nov-16 | 1.323 | 0.113 | 0.932 | | | 2.368 | 0.730 | 0.062 | 0.514 | | | 1.306 | 8,403 | 517 | 8,020 | | | 16,940 | 157 | 219 | 116 | | 140 |
| Dec-16 | 1.419 | 0.150 | 0.998 | | | 2.567 | 1.179 | 0.125 | 0.829 | | | 2.133 | 8,406 | 549 | 8,020 | | | 16,975 | 169 | 273 | 124 | | 151 |
| Jan-17 | 1.572 | 0.197 | 1.125 | 0.047 | | 2.941 | 1.489 | 0.186 | 1.066 | 0.045 | | 2.786 | 8,409 | 549 | 8,020 | 1,716 | | 18,694 | 187 | 359 | 140 | 142 | 157 |
| Feb-17 | 1.361 | 0.211 | 1.240 | 0.000 | | 2.812 | 1.236 | 0.192 | 1.126 | 0.000 | | 2.554 | 8,409 | 549 | 8,020 | 1,716 | | 18,694 | 162 | 384 | 155 | 0 | 166 |
| Mar-17 | 1.215 | 0.170 | 1.261 | 0.000 | | 2.646 | 0.856 | 0.120 | 0.889 | 0.000 | | 1.865 | 8,413 | 550 | 8,020 | 1,716 | | 18,698 | 144 | 309 | 157 | 0 | 156 |
| Apr-17 | 1.077 | 0.139 | 1.190 | 0.000 | | 2.406 | 0.841 | 0.108 | 0.929 | 0.000 | | 1.878 | 8,414 | 551 | 8,020 | 1,716 | | 18,700 | 128 | 252 | 148 | 0 | 142 |
| May-17 | 1.082 | 0.136 | 1.184 | 0.000 | | 2.402 | 0.842 | 0.106 | 0.922 | 0.000 | | 1.870 | 8,416 | 551 | 8,049 | 1,716 | | 18,732 | 129 | 247 | 147 | 0 | 141 |
| Jun-17 | 1.241 | 0.134 | 1.032 | 0.000 | | 2.407 | 0.980 | 0.106 | 0.815 | 0.000 | | 1.901 | 8,420 | 551 | 8,049 | 1,716 | | 18,737 | 147 | 243 | 128 | 0 | 141 |
| Jul-17 | 1.267 | 0.130 | 1.083 | 0.000 | | 2.480 | 0.802 | 0.082 | 0.685 | 0.000 | | 1.569 | 8,421 | 551 | 8,061 | 1,716 | | 18,749 | 150 | 236 | 134 | 0 | 146 |
| Aug-17 | 1.262 | 0.139 | 1.051 | 0.000 | | 2.452 | 0.852 | 0.094 | 0.709 | 0.000 | | 1.655 | 8,423 | 553 | 8,061 | 1,716 | | 18,753 | 150 | 251 | 130 | 0 | 144 |
| Sep-17 | 1.264 | 0.130 | 1.006 | 0.000 | | 2.400 | 0.866 | 0.089 | 0.689 | 0.000 | | 1.644 | 8,427 | 555 | 8,061 | 1,716 | | 18,759 | 150 | 234 | 125 | 0 | 141 |
| Oct-17 | 1.242 | 0.123 | 0.977 | 0.000 | | 2.342 | 0.543 | 0.053 | 0.427 | 0.000 | | 1.023 | 8,431 | 555 | 8,061 | 1,716 | | 18,763 | 147 | 222 | 121 | 0 | 137 |
| Nov-17 | 1.257 | 0.131 | 0.983 | 0.000 | | 2.371 | 0.661 | 0.069 | 0.517 | 0.000 | | 1.247 | 8,431 | 554 | 8,061 | 1,716 | | 18,762 | 149 | 237 | 122 | 0 | 139 |
| Dec-17 | 1.248 | 0.125 | 1.014 | 0.000 | | 2.387 | 0.693 | 0.070 | 0.563 | 0.000 | | 1.326 | 8,431 | 554 | 8,061 | 1,716 | | 18,762 | 148 | 226 | 126 | 0 | 140 |
| Jan-18 | 1.276 | 0.125 | 1.015 | 0.000 | | 2.416 | 0.886 | 0.087 | 0.705 | 0.000 | | 1.678 | 8,435 | 555 | 8,061 | 1,716 | | 18,767 | 151 | 225 | 126 | 0 | 142 |
| Feb-18 | 1.249 | 0.118 | 0.968 | 0.000 | | 2.335 | 0.601 | 0.056 | 0.466 | 0.000 | | 1.123 | 8,441 | 555 | 8,061 | 1,716 | | 18,773 | 148 | 213 | 120 | 0 | 137 |
| Mar-18 | 1.265 | 0.122 | 0.922 | 0.039 | | 2.348 | 0.857 | 0.083 | 0.625 | 0.026 | | 1.591 | 8,451 | 555 | 8,061 | 1,716 | | 18,782 | 150 | 220 | 114 | 149 | 125 |
| Apr-18 | 1.184 | 0.115 | 0.901 | 0.337 | | 2.537 | 0.627 | 0.061 | 0.477 | 0.179 | | 1.344 | 8,451 | 559 | 8,061 | 1,716 | | 18,786 | 140 | 206 | 112 | 129 | 135 |
| May-18 | 1.173 | 0.119 | 0.890 | 0.376 | | 2.558 | 0.566 | 0.057 | 0.430 | 0.182 | | 1.235 | 8,461 | 562 | 8,061 | 1,716 | | 18,799 | 139 | 212 | 110 | 144 | 136 |
| Jun-18 | 1.188 | 0.124 | 0.888 | 0.549 | | 2.749 | 0.557 | 0.058 | 0.417 | 0.258 | | 1.290 | 8,466 | 562 | 8,061 | 1,716 | | 18,804 | 140 | 221 | 110 | 210 | 146 |
| Jul-18 | 1.193 | 0.118 | 0.933 | 0.537 | | 2.781 | 0.619 | 0.061 | 0.484 | 0.278 | | 1.442 | 8,478 | 562 | 8,083 | 2,611 | | 19,733 | 141 | 210 | 115 | 206 | 141 |
| Aug-18 | 1.210 | 0.119 | 0.980 | 0.534 | | 2.843 | 0.686 | 0.067 | 0.555 | 0.303 | | 1.611 | 8,481 | 563 | 8,083 | 2,611 | | 19,737 | 143 | 212 | 121 | 205 | 144 |
| Sep-18 | 1.230 | 0.117 | 0.905 | 0.341 | | 2.593 | 0.677 | 0.064 | 0.498 | 0.188 | | 1.427 | 8,481 | 563 | 8,083 | 2,611 | | 19,737 | 145 | 208 | 112 | 131 | 131 |
| Oct-18 | 1.172 | 0.121 | 0.897 | 0.354 | | 2.544 | 0.529 | 0.054 | 0.405 | 0.160 | | 1.148 | 8,481 | 564 | 8,083 | 2,611 | | 19,738 | 138 | 215 | 111 | 136 | 129 |
| Nov-18 | 1.173 | 0.121 | 0.906 | 0.064 | | 2.264 | 0.495 | 0.051 | 0.383 | 0.027 | | 0.956 | 8,488 | 565 | 8,083 | 2,611 | | 19,746 | 138 | 214 | 112 | 136 | 129 |
| Dec-18 | 1.264 | 0.144 | 0.967 | 0.244 | | 2.619 | 1.017 | 0.116 | 0.778 | 0.196 | | 2.107 | 8,491 | 566 | 8,083 | 2,611 | | 19,751 | 149 | 255 | 120 | 136 | 138 |
| Jan-19 | 1.269 | 0.153 | 0.975 | 0.384 | | 2.781 | 1.221 | 0.147 | 0.938 | 0.369 | | 2.675 | 8,491 | 566 | 8,083 | 2,611 | | 19,751 | 149 | 271 | 121 | 147 | 141 |
| Feb-19 | 1.400 | 0.173 | 0.935 | 0.309 | | 2.817 | 1.256 | 0.156 | 0.839 | 0.277 | | 2.528 | 8,492 | 566 | 8,083 | 2,611 | | 19,752 | 165 | 306 | 116 | 137 | 145 |
| Mar-19 | 1.200 | 0.149 | 0.908 | 0.340 | | 2.597 | 0.956 | 0.119 | 0.724 | 0.271 | | 2.070 | 8,493 | 568 | 8,083 | 2,611 | | 19,755 | 141 | 263 | 112 | 132 | 132 |
| Apr-19 | 1.119 | 0.138 | 0.887 | 0.334 | | 2.478 | 0.330 | 0.040 | 0.262 | | | | | | | | | | | | | | |

Figure 3 (below) presents the 5-year historical average daily flows per month for each Member Agency. This is to provide a historical overview of the average treated flow by each agency. Also shown in Figure 3 is the total wastewater treatment capacity of the plant, 5.25 mgd, of which each Member Agency has the right to 2.2 mgd, Rancho Santa Fe Community Service District leases 0.25 mgd, and the City of Del Mar leases 0.60 mgd.



City of Escondido Flows

The average and peak flow rate for the month of July 2019 from the City of Escondido's Hale Avenue Resource Recovery Facility, which discharges through the San Elijo Ocean Outfall, is reported below.

| | Flow (mgd) |
|-------------------------------|-------------------|
| Escondido (Average flow rate) | 8.52 |
| Escondido (Peak flow rate) | 18.1 |

Connected Equivalent Dwelling Units

The City of Solana Beach and the City of Del Mar updated the connected EDUs number that is reported to the SEJPA in July 2018. The City of Encinitas and Rancho Santa Fe CSD report their connected EDUs every month. The number of EDUs connected for each of the Member Agencies and lease agencies is as follows:

| | Connected (EDU) |
|-----------------------------|------------------------|
| Cardiff Sanitary Division | 8,504 |
| Rancho Santa Fe SID | 568 |
| City of Solana Beach | 7,747 |
| San Diego (to Solana Beach) | 337 |
| City of Del Mar | 2,611 |
| Total EDUs to System | 19,766 |

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 9, 2019

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO WATER RECLAMATION PROGRAM – MONTHLY REPORT

RECOMMENDATION

No action required. This memorandum is submitted for information only.

DISCUSSION

Recycled Water Production

For the month of June 2019, recycled water demand was 169.68 acre-feet (AF), which was met using 169.68 AF of recycled water and no supplementation with potable water.

June demand was 14.5% below budget due to cool weather. The total water production for the year is below budget by 11.6% or 186 AF for the fiscal year. The decline in recycled water sales is due to higher than expected rainfall and cool weather. Two customers did not meet the minimum purchase volume requirement in their contracts resulting in supplemental billings of 143.93 AF that was invoiced but not delivered.

Figure 1 (attached) provides monthly demands for recycled water since deliveries began in September 2000. Figure 2 (attached) provides a graphical view of annual recycled water demand spanning the last 19 fiscal years. Figure 3 (attached) shows the monthly recycled water demand for each June since the program began. Figure 4 (attached) compares budget versus actual recycled water sales for FY 2018-19; showing sales ended below budget.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Figure 1 - MONTHLY RECYCLED WATER DEMAND

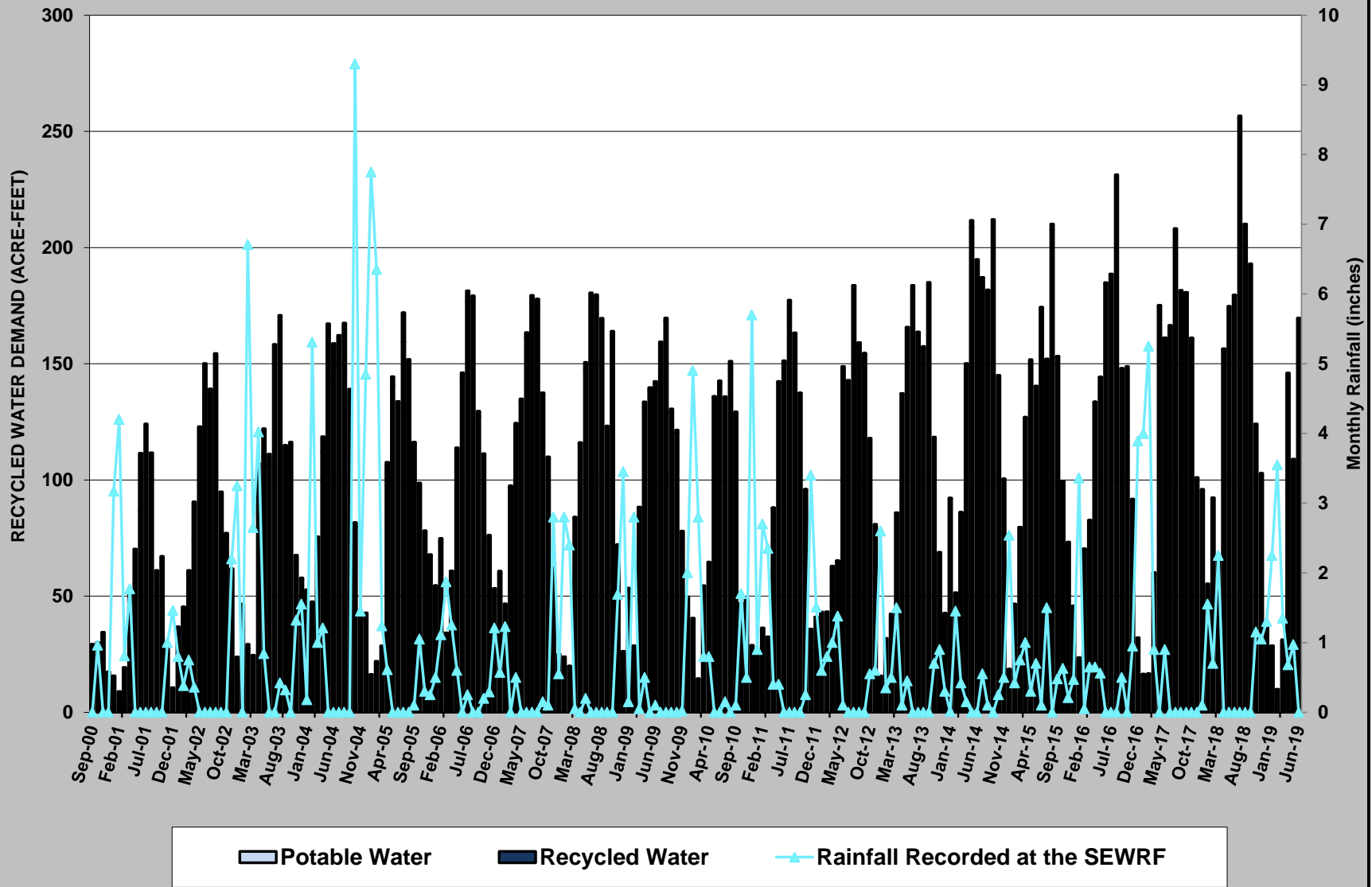


Figure 2 - RECYCLED WATER DEMAND by FISCAL YEAR

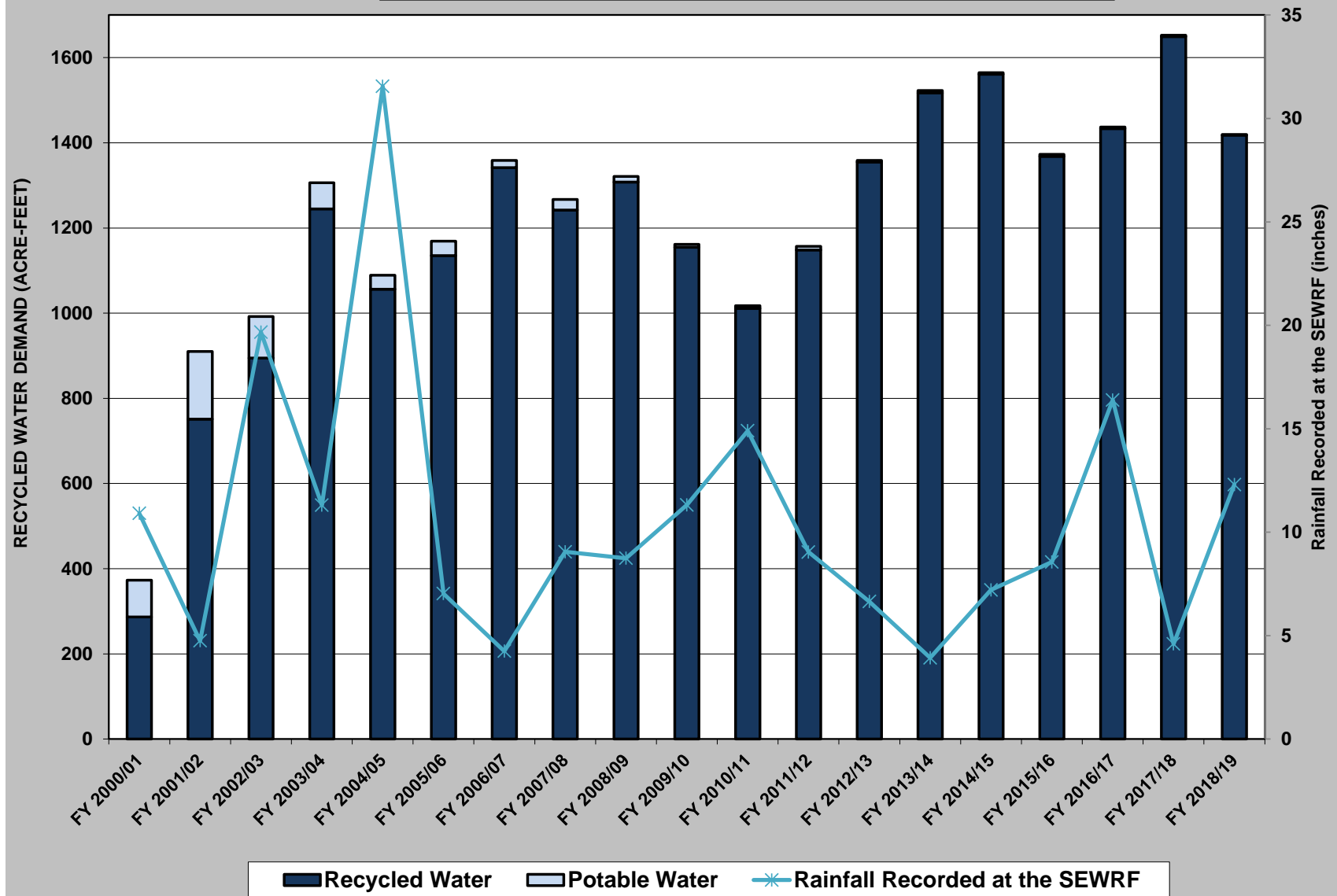


Figure 3 - JUNE RECYCLED WATER DEMAND

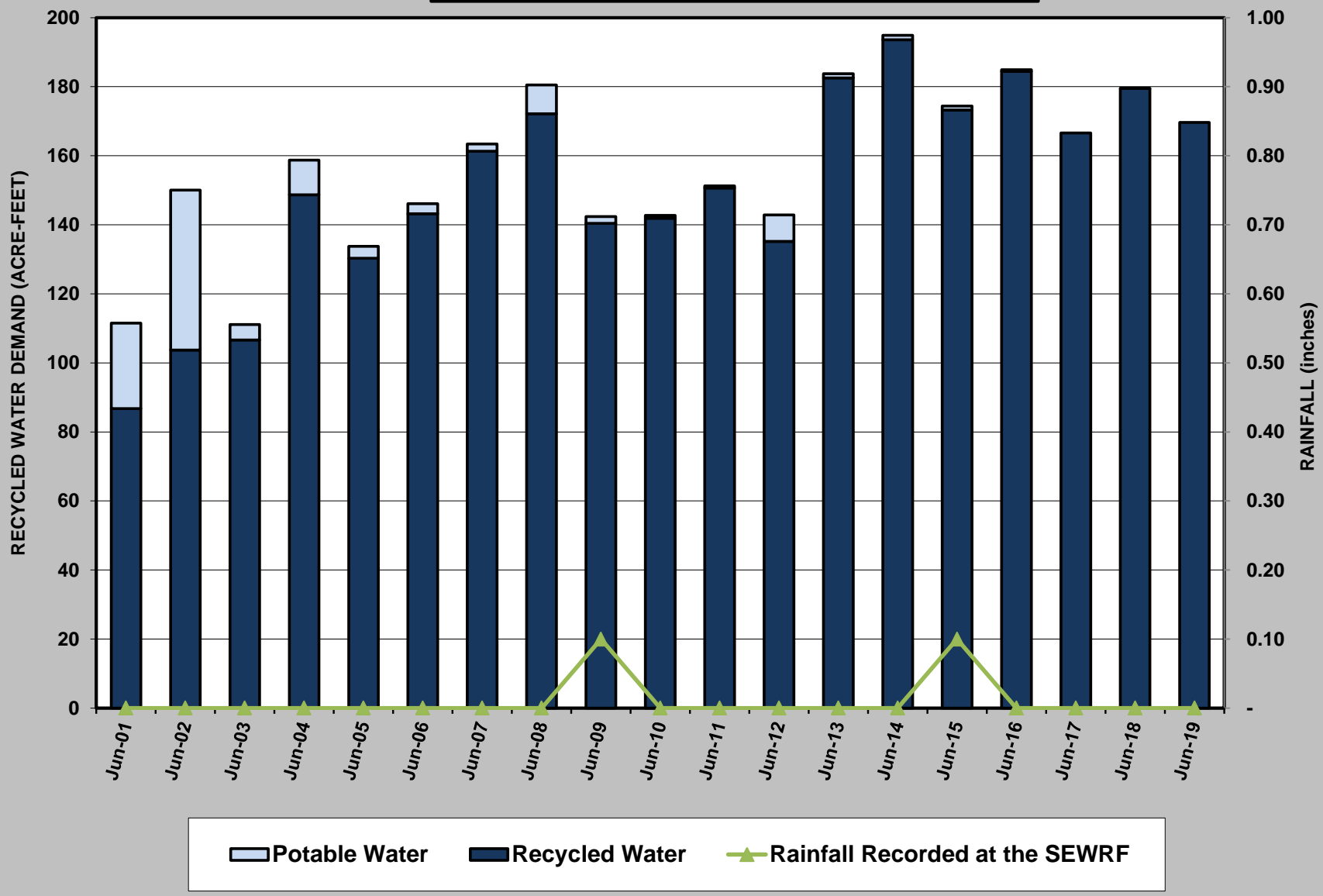
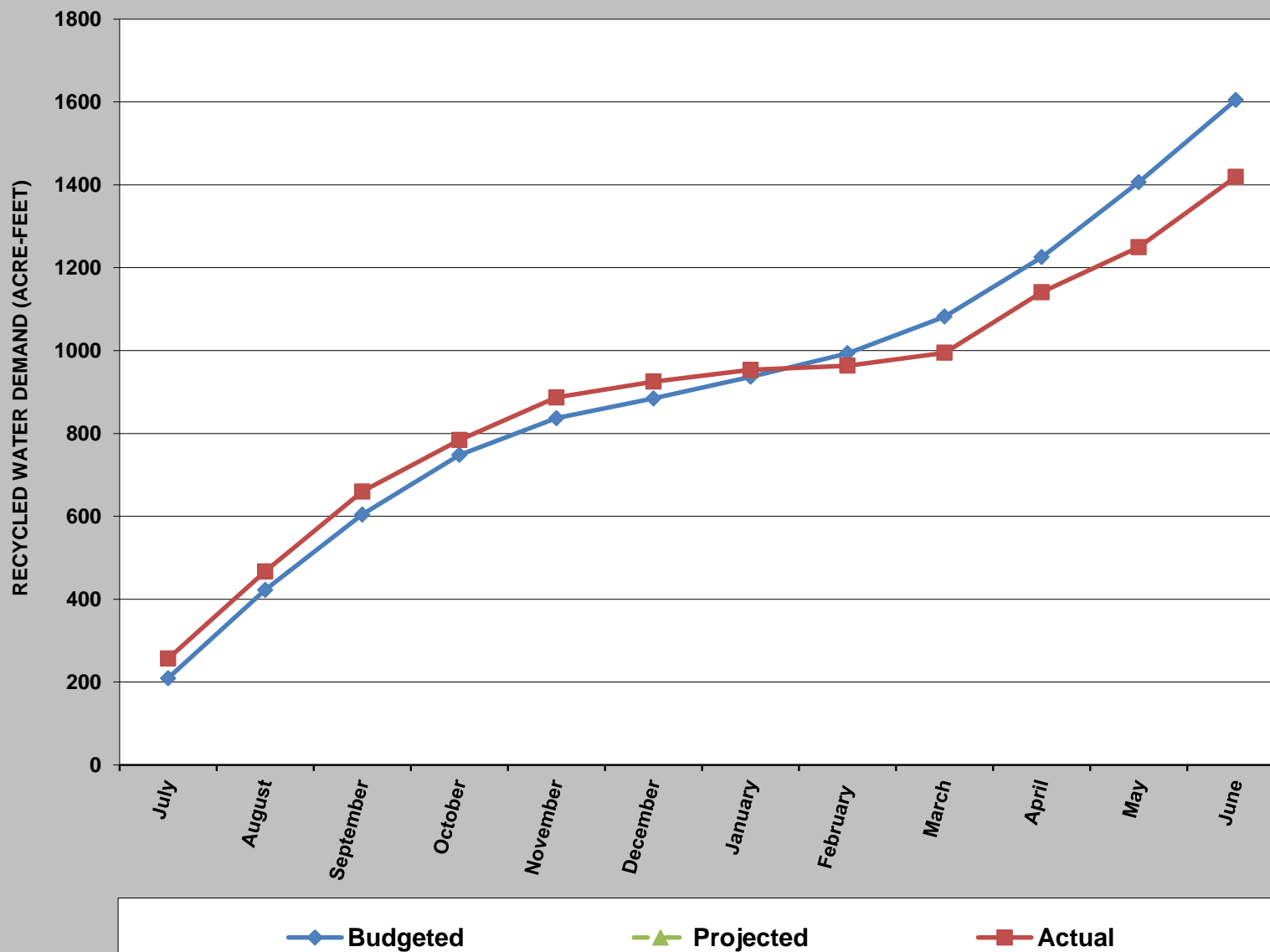


Figure 4 - RECYCLED WATER DEMAND BUDGET vs ACTUAL



SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 9, 2019

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO WATER RECLAMATION PROGRAM – MONTHLY REPORT

RECOMMENDATION

No action required. This memorandum is submitted for information only.

DISCUSSION

Recycled Water Production

For the month of July 2019, recycled water demand was 217.04 acre-feet (AF), which was met using 216.73 AF of recycled water and 0.31 AF supplementation with potable water.

July demand was approximately at budget. The total water production for the new fiscal year is approximately at budget.

Figure 1 (attached) provides monthly demands for recycled water since deliveries began in September 2000. Figure 2 (attached) provides a graphical view of annual recycled water demand spanning the last 19 fiscal years. Figure 3 (attached) shows the monthly recycled water demand for each July since the program began. Figure 4 (attached) compares budget versus actual recycled water sales for FY 2019-20.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Figure 1 - MONTHLY RECYCLED WATER DEMAND

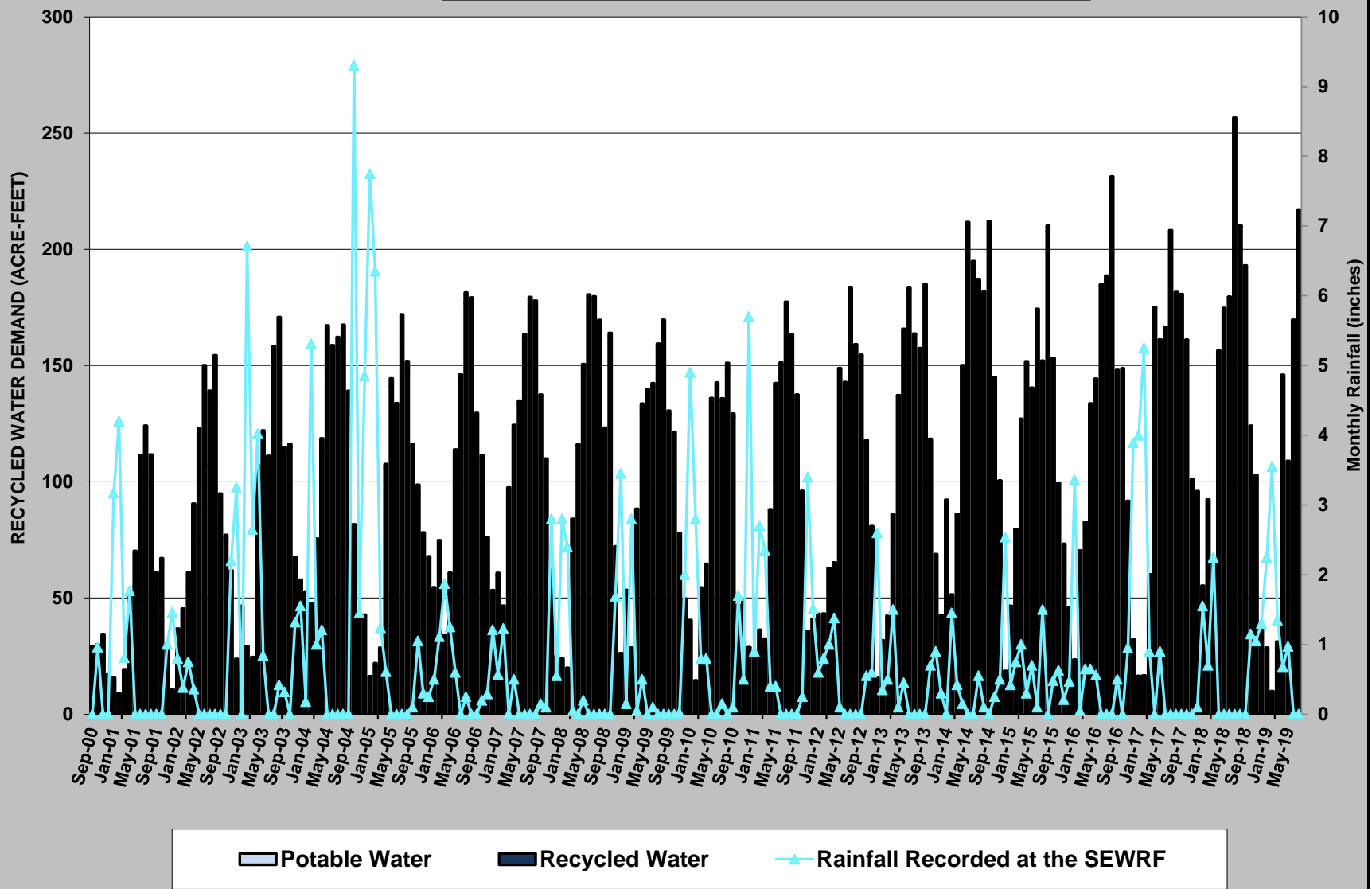


Figure 2 - RECYCLED WATER DEMAND by FISCAL YEAR

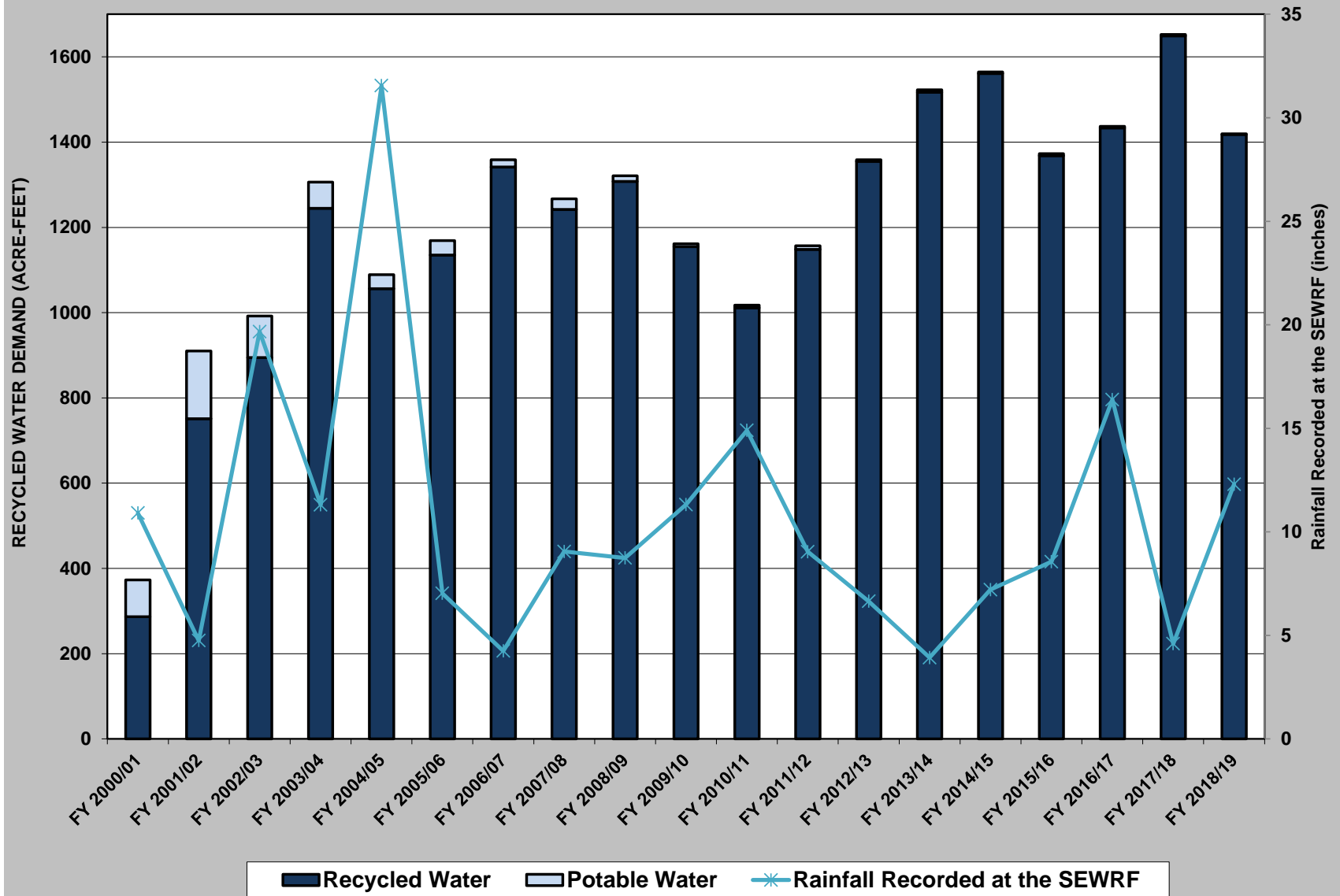


Figure 3 - JULY RECYCLED WATER DEMAND

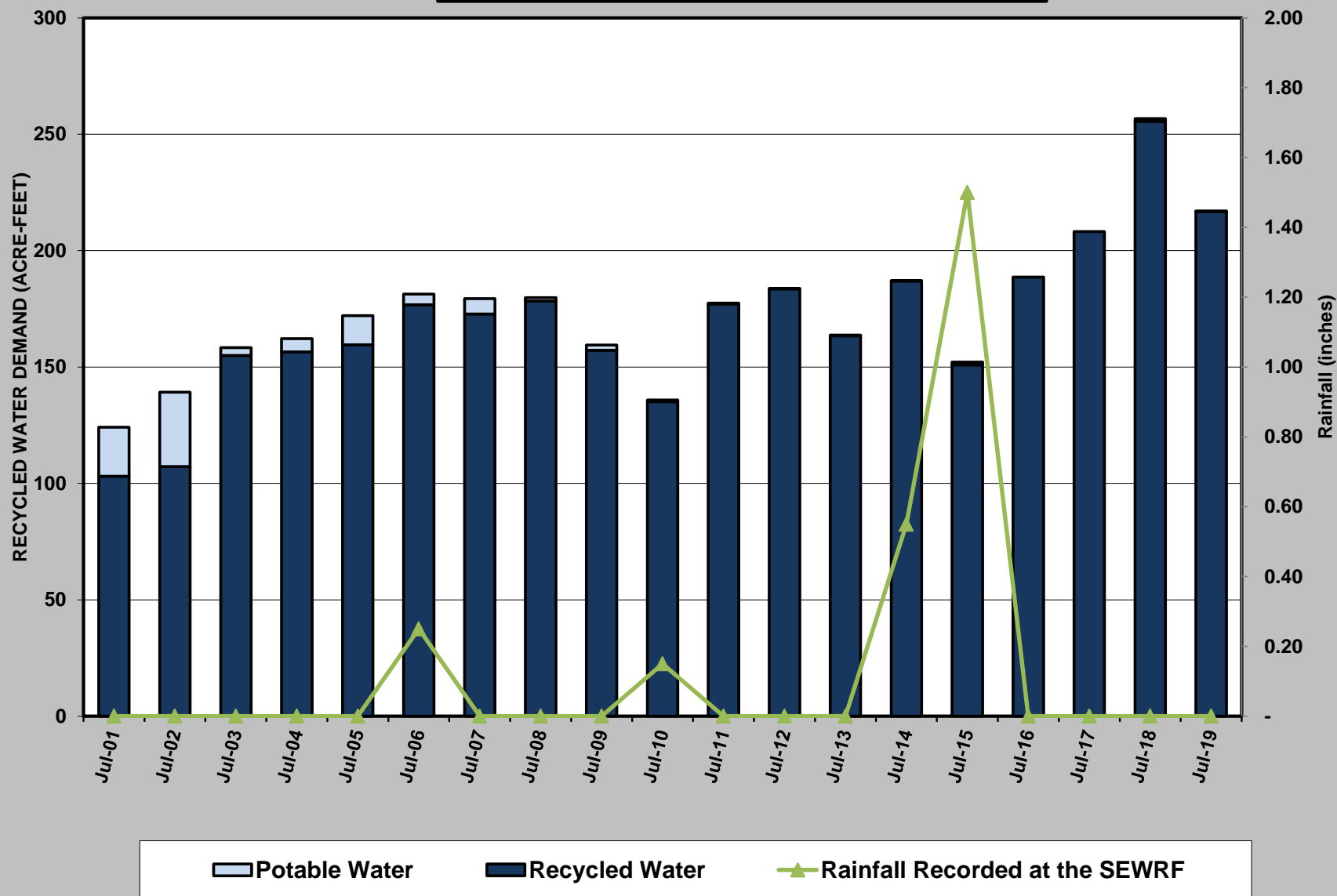
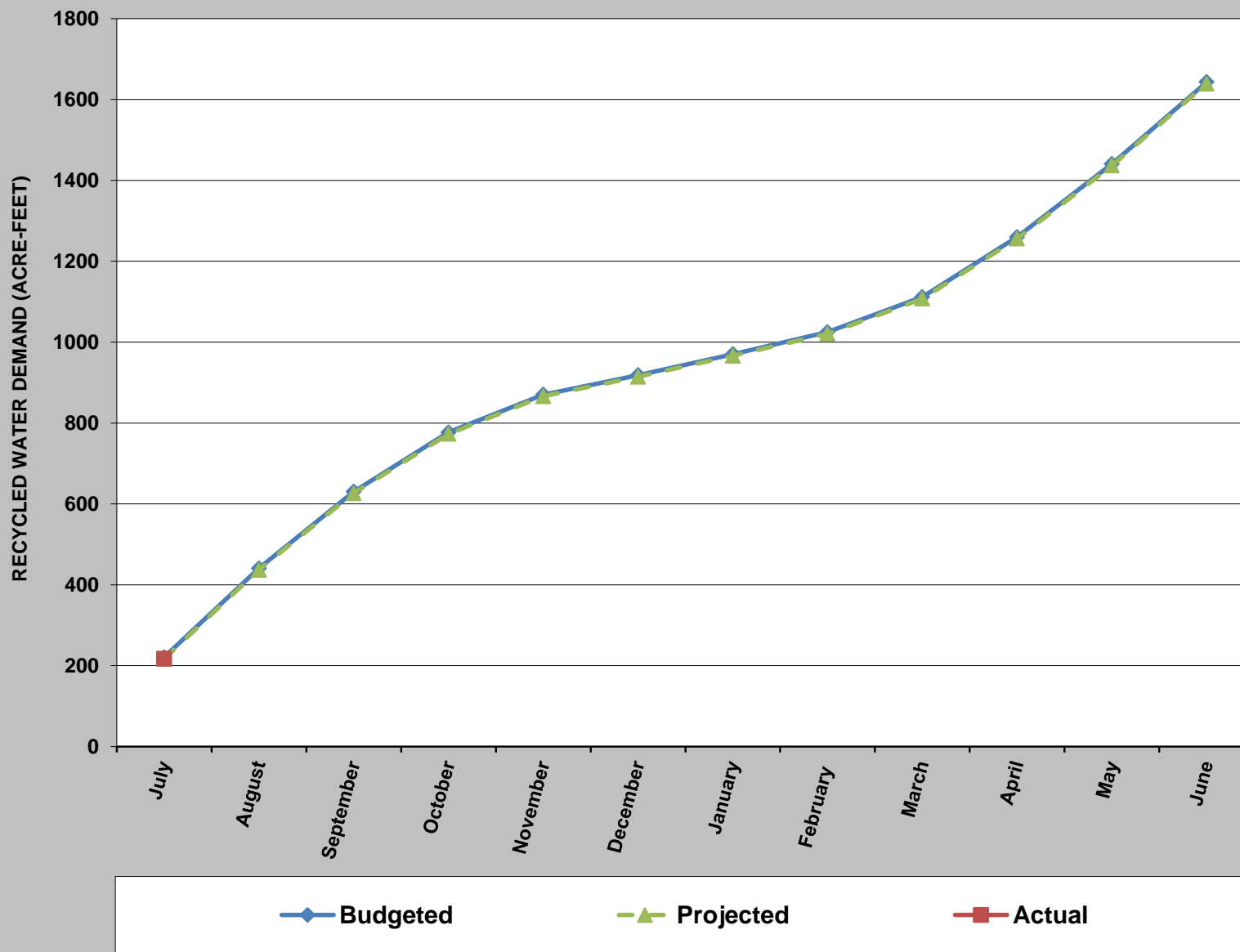


Figure 4 - RECYCLED WATER DEMAND BUDGET vs ACTUAL



SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 9, 2019

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO JOINT POWERS AUTHORITY CONTRACT FOR PROCUREMENT
OF CALCIUM NITRATE

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to enter into an agreement with USP Technologies for the procurement of Calcium Nitrate for an amount not-to-exceed \$94,000;
2. Discuss and take action as appropriate.

BACKGROUND

Due to the effects of water conservation in the local community, the wastewater entering the treatment plant resides in the collection system for longer periods of time and becomes septic. This lack of oxygen and anaerobic condition entering the treatment plant has affected the biology in the treatment process. Septicity in the collection system can also produce odors and corrosive gases (hydrogen sulfide) that can shorten the life of the collection system and lead to odor complaints in the community. San Elijo Joint Powers Authority (SEJPA) began piloting chemicals to reduce odor and corrosive gas in the collection system in December 2018.

In anticipation of the Primary Treatment system bypass that began in December 2018, staff began dosing calcium nitrate at Olivenhain Pump Station (OPS) and at Eden Gardens Pump Station (EGPS). Calcium nitrate is a common chemical used in collection systems to provide a source of oxygen to the wastewater and reduce the formation of hydrogen sulfide gas. Dosing the chemical at OPS also treats the force main from Cardiff Pump Station since both pump stations have a combined force main pipe entering the treatment plant. Dosing the chemical at EGPS also treats the flow from Solana Beach Pump Station (SBPS) since EGPS flows through SBPS prior to being pumped to the treatment plant.

DISCUSSION

SEJPA staff solicited bids for Calcium Nitrate in November 2018. Four vendors responded, were contacted, and expressed interest in providing this service. However, only three provided pricing. The results are shown in the Table 1 below:

Table 1: Calcium Nitrate Bid Results

| Vendor | Cost per Month |
|---------------------------|-----------------------|
| Evoqua | \$ 10,281.00 |
| USP Technologies | \$ 7,324.00 |
| Miles Chemical | \$ 10,385.00 |
| Yara North America | No Bid |

The low bidder was USP Technologies and SEJPA moved forward with a chemical dosing trial under the General Manager's purchasing authority of \$35,000. Chemical dosing during January through April of 2019 has proven to successfully lower the levels of hydrogen sulfide gas in the collection system and continued chemical dosing was budgeted in the FY 2019-20 budget.

FISCAL IMPACT

Funding of \$94,000 was included in the FY 2019-20 budget for the proposed calcium nitrate chemical purchase.

It is therefore recommended that the Board of Directors:

1. Authorize the General Manager to enter into an agreement with USP Technologies for the procurement of Calcium Nitrate for an amount not-to-exceed \$94,000;
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment 1: Agreement between San Elijo Joint Powers Authority and USP Technologies for the Procurement of Calcium Nitrate

ATTACHMENT 1

AGREEMENT

THIS AGREEMENT is made and entered into on this 28th day of November, 2018, by and between the San Elijo Joint Powers Authority, a joint powers authority organized and operating pursuant to Government Code Section 6500 *et seq.*, hereinafter referred to as AUTHORITY, and U.S. Peroxide, LLC, a Delaware LLC dba USP Technologies, hereinafter referred to as SUPPLIER.

WITNESSETH:

WHEREAS, AUTHORITY requires a full-service temporary Calcium Nitrate Sulfide Odor Control Program for Eden Gardens and Olivenhain Pump Stations; and

WHEREAS, AUTHORITY desires, and SUPPLIER is willing, to provide the supplies and services for the San Elijo Water Reclamation Facility owned and operated by the San Elijo Joint Powers Authority.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. TERM. The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until June 30, 2019.
2. RESERVED.
3. AUTHORITY'S OBLIGATIONS. For furnishing services or supplies as specified in the Agreement and in the attached letter proposal re "Calcium Nitrate Sulfide Odor Control Program for Eden Gardens and Olivenhain Pump Stations and Related Interceptors", dated November 26, 2018, AUTHORITY will pay and SUPPLIER shall receive compensation for Calcium Nitrate Sulfide at the unit price of \$2.69 per gallon, Monthly Facility Fees of \$400.00/month for each feed system, and a one-time Mobilization Fee of \$3,500. In no case will total compensation exceed \$30,000.00. The unit cost and total cost shall include all delivery, tax and shipping charges.

Payments to the SUPPLIER shall be made within thirty (30) days after receipt of an original invoice from the SUPPLIER and provision of said services to AUTHORITY. SUPPLIER shall invoice no more frequently than monthly for services or supplies provided. Neither AUTHORITY'S acceptance of, nor payment for any of the services, shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

4. SUPPLIER'S OBLIGATIONS. For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by AUTHORITY, SUPPLIER agrees with AUTHORITY to furnish the said services and to do everything required by this Agreement and the said specifications. Without limiting the generality of the foregoing, SUPPLIER warrants on behalf of itself and all sub-SUPPLIERS engaged for the performance of this Agreement that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder. In performing services under this Agreement, SUPPLIER agrees to comply with all laws, rules and regulations and ordinances, whether federal, state or local, and any and all AUTHORITY policies,

procedures, departmental rules or other directives applicable to the services to be performed by provided by AUTHORITY'S General Manager or his designee, to SUPPLIER. Any changes to AUTHORITY'S policies and procedures that relate to SUPPLIER will be provided to SUPPLIER in writing. SUPPLIER agrees to review such policies, procedures, rules and directives and the contents of which SUPPLIER will be deemed to have knowledge. SUPPLIER shall ensure that any report generated under this Agreement complies with California Government Code section 7550.

5. HOLD HARMLESS AND INDEMNIFICATION. SUPPLIER agrees to defend, indemnify, and hold harmless AUTHORITY, its member agencies (to include the City of Encinitas and the City of Solana Beach), and each of their respective directors, officials, officers, employees, representatives, and agents (collectively, "Indemnified Parties"), from and against all claims, lawsuits, liabilities or damages, including attorney's fees and costs, of whatsoever nature arising out of or in connection with, or relating in any manner to any act or omission of SUPPLIER, its agents, employees, and sub-SUPPLIERS of any tier and employees thereof in connection with the performance or non-performance of this Agreement. The SUPPLIER shall thoroughly investigate any and all claims and indemnify the Indemnified Parties and do whatever is necessary to protect the Indemnified Parties as to any such claims lawsuits, liabilities, expenses, or damages. Any and all indemnification obligations imposed upon SUPPLIER are limited to the proportionate extent of those damages caused by SUPPLIER's breach of the Agreement, negligence, wrongful conduct, or violations of law, and expressly exclude damages caused by negligence, misuse or misapplication of goods by others.
6. INSURANCE. During the course of the Agreement, SUPPLIER shall pay for and maintain, in full force and effect, all insurance required by any governmental agency having jurisdiction to require particular insurance of SUPPLIER in connection with or related to the work covered hereby. SUPPLIER SHALL FURTHER TAKE OUT AND SHALL FURNISH SATISFACTORY PROOF BY CERTIFICATE OR OTHERWISE AS MAY BE REQUIRED, THAT HE HAS TAKEN OUT COMPREHENSIVE GENERAL LIABILITY INSURANCE AND AUTO LIABILITY WITH AUTHORITY, ITS MEMBER AGENCIES (TO INCLUDE THE CITY OF ENCINITAS AND THE CITY OF SOLANA BEACH), AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICIALS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS ("INSURED PARTIES") NAMED HEREIN AS ADDITIONAL INSUREDS, AS WELL AS ALL OTHER COVERAGE REQUIRED BY THIS AGREEMENT. Insurance carrier shall be satisfactory to AUTHORITY, and insurance shall be purchased from insurance companies with a current A.M. Best rating of no less than A:VII, unless otherwise agreed in writing by AUTHORITY. Insurance shall be in such form approved by AUTHORITY so as to protect all Insured Parties against loss from liability assumed by contract or imposed by law from damages on account of bodily injury, including death resulting therefrom, suffered or alleged to have been suffered by any person or persons, other than employees, resulting directly or indirectly from the negligent performance or execution of this Agreement by SUPPLIER or any subcontract with SUPPLIER thereunder, and also to protect all Insured Parties against loss from liability imposed by law for damage to any property, caused directly or indirectly by the negligent performance or execution of the Agreement by SUPPLIER; which insurance shall also cover accidents arising out of the use and operation of owned, non-owned and hired automobiles, trucks, and/or other mobile equipment. Automobile liability shall be at least as broad as form number CA 0001, covering code 1 (any auto), covering bodily injury and property damage, with a combined single limit of no less than \$1,000,000 per claim for bodily injury and property



damage. General liability shall be at least as broad as occurrence form CG 0001, covering bodily injury, personal injury and property damage. The amounts of coverage of said insurance shall not be less than the following:

| | |
|------------------|--|
| Public Liability | \$1,000,000 single limit/\$3,000,000 aggregate |
| Property Damage | \$1,000,000 single limit/\$3,000,000 aggregate |

SUPPLIER shall further maintain adequate Worker's Compensation Insurance, including occupational disease provisions, under the laws of the State of California and employer's general liability insurance for the benefit of its employees with a combined single limit of no less than \$1,000,000 per claim for bodily injury or disease, and shall require similar insurance to be provided by its sub-SUPPLIERS. A certificate shall be furnished to AUTHORITY showing compliance with above.

Said policies shall have a non-cancellation clause providing that thirty (30) days written notice shall be given to AUTHORITY prior to any material modification or cancellation, and a certificate of such insurance shall be furnished to AUTHORITY by direct mail from SUPPLIER'S insurance carrier and shall specifically cover any contractual liability incurred hereunder.

All insurance policies shall be on an occurrence basis and cover the period of performance under this Agreement.

The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties.

SUPPLIER'S Insurance shall be primary insurance as respects the Insured Parties, and each of them. Any insurance, self-insurance or other coverage maintained by Insured Parties shall be excess of the SUPPLIER'S insurance and not contribute to it.

SUPPLIER hereby agrees to waive rights of subrogation which any insurer of SUPPLIER may acquire from SUPPLIER by virtue of the payment of any loss. SUPPLIER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the Insured Parties for all work performed by the SUPPLIER, its employees, agents and sub-SUPPLIERS.

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Insured Parties.

SUPPLIER'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of insurer's liability.

All insurance policies shall specifically cover any contractual liability incurred pursuant to this Agreement.

Any deductibles or self-insured retention limits must be disclosed to and approved by AUTHORITY prior to execution of this Agreement. At the option of AUTHORITY, either: the insurer shall reduce or eliminate such deductibles as respects the Insured Parties; or SUPPLIER shall provide a financial guarantee satisfactory to AUTHORITY guaranteeing

payment of losses and related investigations, claim administration and defense expenses.

SUPPLIER shall furnish to AUTHORITY certificates of insurance prior to the commencement of work under this Agreement, and as may be periodically requested by AUTHORITY. SUPPLIER shall include all endorsements necessary to comply with this Agreement, including additional insured endorsements, signed by the insurer's representative. Such evidence shall include confirmation that coverage includes or has been modified to include all provisions required by this Agreement. Failure to obtain the required documents prior to the work beginning shall not waive SUPPLIER'S obligation to provide them.

If any of the required coverages expire during the term of this Agreement, SUPPLIER shall deliver the renewal certificate(s) including the general liability and auto liability additional insured endorsements to AUTHORITY at least ten (10) days prior to the expiration date.

In the event that SUPPLIER employs sub-SUPPLIERS to perform any portion of the services to be performed pursuant to this Agreement, it shall be SUPPLIER'S responsibility to require and confirm that each sub-SUPPLIER meets the minimum insurance requirements specified in this Agreement.

7. AMENDMENTS. Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon written approval by the Manager of the AUTHORITY.
8. TERMINATION. If, during the term of this contract, AUTHORITY determines that SUPPLIER is not faithfully abiding by any term or condition contained herein, AUTHORITY may notify SUPPLIER in writing of such defect or failure to perform; which notice must give SUPPLIER five (5) working days thereafter in which to perform said work or cure the deficiency. If SUPPLIER has not performed the work or cured the deficiency within five (5) days specified in the notice, such shall constitute a breach of this contract and AUTHORITY may terminate this contract immediately by written notice to SUPPLIER to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under this Agreement, except, however, any and all indemnification, hold harmless and defense obligations of SUPPLIER shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination hereof. In said event, SUPPLIER shall be entitled to the reasonable value of its services performed from the beginning of the period in which the breach occurs up to the day it received AUTHORITY's Notice of Termination, minus any offset from such payment representing AUTHORITY's damages from such breach. AUTHORITY reserves the right to delay any such payment, to allow for a full and complete accounting of costs. In no event, however, shall SUPPLIER be entitled to receive in excess of the compensation quoted in its bid.
 - 8.1 TERMINATION FOR CONVENIENCE. Either Party may terminate this Agreement without cause upon sixty (60) day's notice to the other Party.
9. STATUS OF SUPPLIER. SUPPLIER and its employee(s) are engaged in an independent contractor relationship with AUTHORITY in performing all work, duties and obligations hereunder. AUTHORITY shall not exercise any control or direction over the



methods by which SUPPLIER shall perform its work and functions. AUTHORITY'S sole interest and responsibility is to ensure that the services covered by this Agreement are performed and rendered in a competent, satisfactory and legal manner. SUPPLIER represents that its employee(s) have the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice or direction of AUTHORITY. SUPPLIER will supply all tools, materials and equipment required to perform the services under this Agreement. The parties agree that no work, act, commission or omission of SUPPLIER or its employee(s) pursuant to this Agreement shall be construed to make SUPPLIER and its employee(s) the agent, employee or servant of AUTHORITY. SUPPLIER and its employee(s) are not entitled to receive from AUTHORITY vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability benefits, unemployment benefits or any other employee benefit of any kind. SUPPLIER shall be solely responsible for paying all federal and state employment and income taxes, for carrying workers' compensation insurance and for otherwise complying with all other employment law requirements with respect to SUPPLIER or its employee(s). To the maximum extent allowable by law, SUPPLIER agrees to indemnify, defend and hold AUTHORITY harmless from any and all liability, damages or losses (including attorney's fees, costs, penalties and fines) AUTHORITY suffers as a result of (a) SUPPLIER'S failure to meet its employer obligations, or (b) a third party's designation of SUPPLIER or its employee as an employee of AUTHORITY, regardless of any actual or alleged negligence by AUTHORITY.

10. ASSIGNMENT. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or subcontracted by SUPPLIER without the prior written consent of AUTHORITY. AUTHORITY has entered into this Agreement in order to receive the professional services of SUPPLIER. The provisions of this Agreement shall apply to any sub-SUPPLIER of SUPPLIER. AUTHORITY shall have the right to approve any sub-SUPPLIER agreements, in addition to the written consent required by this section.
11. PROPRIETARY RIGHTS. Any written, printed, graphic, or electronically or magnetically recorded information furnished by AUTHORITY for SUPPLIER'S use are the sole property of AUTHORITY. SUPPLIER and its employee(s) will keep any information identified by AUTHORITY as confidential in the strictest confidence, and will not disclose it by any means to any person except with AUTHORITY approval, and only the extent necessary to perform the services under this Agreement. This prohibition also applies to SUPPLIER'S employees, agents, and sub-SUPPLIERS. On termination of this Agreement, SUPPLIER will promptly return any confidential information in its possession to AUTHORITY.
12. PARTIAL INVALIDITY. If any non-material provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
13. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.



14. **PROVISIONS REQUIRED BY LAW.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either party, the Agreement shall forthwith be physically amended to make such insertion.
15. **GOVERNING LAW.** This Agreement and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary and without the aid of any canon, custom, or rule of law requiring construction against the draftsman.
16. **JURISDICTION, FORUM AND VENUE.** The proper jurisdiction, forum and venue for any claims, causes of action or other proceedings concerning this Agreement shall be in the state and federal courts located in the State of California, County of San Diego. AUTHORITY and SUPPLIER agree not to bring any action or proceeding arising out of or relating to this Agreement in any other jurisdiction, forum or venue. AUTHORITY and SUPPLIER hereby submit to personal jurisdiction in the State of California for the enforcement of this Agreement and hereby waive any and all personal rights under the law of any state to object to jurisdiction within the State of California for the purposes of any legal action or proceeding to enforce this Agreement, whether on grounds of inconvenient forum or otherwise.
17. **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.
18. **AUDIT.** AUTHORITY shall have the option of inspecting and/or auditing all records and other written materials used by SUPPLIER in preparing its statements for reimbursable costs to AUTHORITY as a condition precedent to any payment to SUPPLIER. This Agreement is subject to examination and audit of the State Auditor, at the request of AUTHORITY or as part of any audit of AUTHORITY, for a period of three (3) years after final payment under the Agreement. SUPPLIER shall cooperate with AUTHORITY, including any authorized representatives of AUTHORITY, regarding any such audit at no charge to AUTHORITY.
19. **NOTICE.** All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered, certified, or first class mail addressed as follows:

AUTHORITY

General Manager
San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff, CA 92007

SUPPLIER

USP Technologies
1375 Peachtree Street, NE
Suite 300 N
Atlanta, GA 30309

2


Notices shall be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

20. PROTECTION OF EXISTING FACILITIES AND NON-INTERFERENCE WITH PLANT OPERATIONS. SUPPLIER shall perform his duties in such a way that there will be no damage done to existing facilities and all facilities shall be left in the condition they were in prior to the beginning of the contract. SUPPLIER will also perform all work in such a way that there is no interference with plant operations.
21. AUTHORITY TO EXECUTE AGREEMENT. AUTHORITY and SUPPLIER do covenant that the individual executing this agreement on their behalf is a person duly authorized and empowered to execute this Agreement for such party.
22. LIMITATION ON LIABILITY. THE TOTAL LIABILITY OF SUPPLIER AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SERVICES IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, PENALTY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEED AN AMOUNT THAT IS UNREASONABLY DISPROPORTIONATE TO THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO SUPPLIER UNDER THE AGREEMENT, EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO SUPPLIER'S WILLFUL MISCONDUCT.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

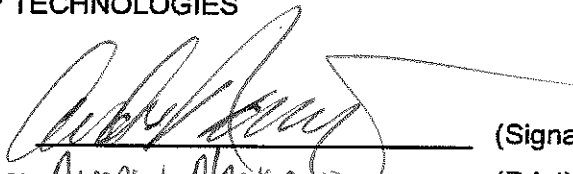
SAN ELIJO JOINT POWERS AUTHORITY

By:


Michael T. Thornton, P.E.
General Manager

USP TECHNOLOGIES

By:

 (Signature)
Name: Andrew Naranjo (Print)
Title: Asst. Secretary



November 26, 2018

Mike Henke
San Elijo JPA
2695 Manchester Avenue
Cardiff by the Sea, CA 92007

RE: Calcium Nitrate Sulfide Odor Control Program for Eden Gardens and Olivenhain Pump Stations and Related Interceptors

Dear Mike,

USP Technologies (USP) appreciates the opportunity to provide a proposal for a full-service temporary calcium nitrate sulfide control program for San Elijo Joint Powers Authority (SEJPA). The program is designed to control dissolved sulfides in the liquid phase, thus reducing H₂S odors downstream of Olivenhain and Eden Gardens pump stations, including the headworks of the San Elijo WWTP.

This offering is a full-service treatment program, wherein USP provides the equipment and operation and maintenance thereof, managing chemical supply, as well as program management, and includes sampling and performance validation and optimization throughout the contract period. Please refer to **Appendix A** for details of USP's full-service program design.

Project Team

In support of the program, USP Technologies is committed to providing a highly qualified and experienced team of local individuals with a proven track record of success in working together on programs of similar size and scope. Our team is also dedicated to safe, reliable and cost effective operation and management of the program to meet the stated specifications and performance objectives. Key members are outlined below:

- | | | |
|------------------------------|-----------------|--------------|
| • Sales/Project Coordination | Ian Watson | 760-685-1618 |
| • Regional Program Manager | Peter Huhn | 951-216-4326 |
| • Program Manager | Bryan Rodriguez | 858-353-6088 |
| • Project Manager | Leo DoCarmo | 909-224-4788 |

Equipment & Technical Services

Equipment services include new equipment installation, start-up and maintenance of the storage and dosing system:

2 – USP 2500-gallon LVS calcium nitrate tank with feed systems and Chemwatch™ ACS controllers

On site applications support will be provided during start-up, and as needed. In order to complete this scope, a USP project manager will coordinate installation directly with the designated SEJPA point of contact. At the request of SEJPA, USP will work to attempt to meet the desired December 3, 2018 startup date, but cannot guarantee this timeline due to the very short notice. Prompt receipt of purchase order is necessary to meet these desired mobilization goals.

Program Pricing

This proposal offer is for an initial 120-day full-service program with optional continuation for 60 additional days. Beyond 180 days, the program will automatically continue on a month-to-month basis and may be terminated with 30-day notice. We are pleased to offer initial full-service, delivered pricing at:

USP Technologies
1375 Peachtree Street NE, Suite 300 N, Atlanta, GA 30309
Phone: (404) 352-6070 Toll-free: (877) 346-4262

usp technologies.com
trojantechnologies.com
info@usp technologies.com

Calcium Nitrate (3.0 Lbs NO₃/gallon):
Monthly Facility Fees

\$2.69/gallon
\$400/month for each feed system
(\$800/month total)
Mobilization Fee
\$3500 one-time

Above program pricing offer is firm through 6/31/2019 and are exclusive of sales tax.

The application design assumes a chemical requirement of an average of 35 gallons/day of calcium nitrate for each site based on simple demand estimation. Actual dosages may vary significantly and will be determined based on demand and performance per SEJPA.

Again, USP Technologies appreciates the opportunity to present this proposal and is looking forward to working with San Elijo. Upon approval via signature below, USP Technologies can quickly mobilize chemical and storage and dosing equipment. If you have any questions or comments concerning this proposal, please contact me at 760-685-1618 or via email at iwatson@usptechnologies.com.

Sincerely,

Ian Watson
Business Development Manager, Southwest
USP Technologies
1375 Peachtree St. NE Ste 300 N
Atlanta, GA 30309 USA
(404) 352-6070 office
(760) 685-1618 mobile
iwatson@usptechnologies.com
www.usptechnologies.com
A TROJAN TECHNOLOGIES BUSINESS
trojantechnologies.com

CC: Inken Mello, USP
Dan Kile, USP
Peter Huhn, USP
Andrew Nangano, USP

Agreed to and Accepted on _____, 2018

by San Elijo Joint Powers Authority

By: _____

Name: _____

Title: _____

Agreed to and Accepted on _____, 2018

by USP Technologies

By: _____

Name: _____

Title: _____

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 9, 2019

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: IT MANAGED SERVICES AND HARDWARE AND SOFTWARE
UPGRADES

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to enter into agreement with the City of Encinitas for IT Managed Services for an annual cost not-to-exceed \$92,700;
2. Authorize the General Manager to procure IT Hardware, Software, and Professional Services for an amount not-to-exceed \$60,690; and
3. Discuss and take action as appropriate.

BACKGROUND

To provide maximum value to the SEJPA Member Agencies and to all of the organizations served by SEJPA, staff identified an opportunity to collaborate and share IT resources. This opportunity was pursued after SEJPA experienced an IT server failure in 2013. In response, SEJPA sought to develop a more robust IT infrastructure which led to the agency seeking IT management service proposals from consulting firms and local public agencies. The City of Encinitas (City) IT service management proposal was selected based on staff experience, value of services offered, and their established IT infrastructure that provided robust system continuity and disaster recovery capabilities.

DISCUSSION

MANAGED IT SOLUTIONS

The City has provided managed IT solutions to the SEJPA for nearly 6 years, with service commencing January 2014. The quality of service and IT operations has exceeded expectations. The current IT service agreement term ends December 31, 2019 and the City has provided SEJPA with a new IT service agreement proposal (Attachment 1).

The scope of services includes the following:

- Hosted data center infrastructure
- Network administration and network engineering
- Network cybersecurity
- Cybersecurity training
- Telecommunications hardware support and service
- Internet connectivity, support and service
- Business systems disaster recovery
- Audio Visual (AV) equipment support
- Annual Microsoft subscription costs for email and office products starting in fiscal year 2019-20

The proposed fee for the IT managed services is for an annual amount not to exceed \$92,700, which equates to a monthly fee of \$7,725. The fee was developed using cost of service principles based on server and help desk usage, as well as cost recovery for IT staff. The agreement includes five optional one-year terms, with each term including a 3% fee escalation. The agreement can be terminated by either party with 90 days written notice.

HARDWARE AND SOFTWARE UPGRADES

The City and SEJPA are operating on standardized Microsoft operating systems and Office applications. Currently, SEJPA uses Office 2010 and Windows 7, which bundle applications including Word, Excel, and Power Point. Microsoft will stop issuing security patches for Windows 7 on January 14, 2020 and Office 2010 will reach its end of support on October 13, 2020.

In preparation of the phasing out of Office 2010 and Windows 7, SEJPA has inventoried its hardware and software that will be impacted. The scope of work includes purchasing and replacing outdated computers, software installation, network configuration, and other work necessary to achieve full operations. The budgetary cost for this work is \$60,690 and is estimated as follows:

- Replace computer workstations (\$22,000)
- Software upgrades and annual Microsoft subscriptions (\$13,650)
- City of Encinitas professional service for network administration configuration (\$4,520)
- Outside professional service for hardware installation and configuring (\$15,000)
- Contingency 10% (\$5,520)

Upon authorization to proceed, hardware and software upgrades will commence immediately and are expected to be completed before the end of this calendar year.

FINANCIAL IMPACT

The financial impact of the recommended actions totals \$153,390. Funds for this request are available within the Supplies and Services (\$123,390) and Contingency (\$30,000) categories of the FY 2019-20 Budget. Staff anticipated a majority of the proposed IT expenses, however \$30,000 is recommended to be funded from the overall \$188,400 in contingency funds.

It is therefore, recommended that the Board of Directors:

1. Authorize the General Manager to enter into agreement with the City of Encinitas for IT Managed Services for an annual cost not-to-exceed \$92,700;
2. Authorize the General Manager to procure IT Hardware, Software, and Professional Services for an amount not-to-exceed \$60,690; and
3. Discuss and take action as appropriate.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'M. Thornton', written over a horizontal line.

Michael T. Thornton, P.E.
General Manager

Attachment 1: Agreement for IT Managed Services by and between City of Encinitas and
San Elijo Joint Powers Authority

ATTACHMENT 1

CITY OF ENCINITAS

Agreement for IT Managed Services

by and between

City of Encinitas

and

San Elijo Joint Powers Authority (SEJPA)

AGREEMENT

This service agreement ("Agreement") is entered into between the City of Encinitas ("Service Provider" or "City") and the San Elijo Joint Powers Authority ("Client" or "SEJPA"). This Agreement is entered into as a separate agreement from the City's agreement with SEJPA as a Member Agency. The sole purpose of this Agreement is to provide IT services to the Client, as described herein. This Agreement and its provisions are stand alone and shall not change, alter, vary or revise any provisions of any existing agreements between the City and SEJPA, nor shall any provisions of any existing agreements between Member Agency and SEJPA be implied or otherwise incorporated into this Agreement.

Term of Agreement

This Agreement between Client, and Service Provider, is effective upon **January 3, 2020**, and shall be for an Initial Term of one (1) year, unless terminated by either party in accordance with the termination provisions contained herein. This Service Agreement has five (5) optional one (1) year terms that begin on the day immediately following the end of each Term, unless either party gives a ninety (90) day written notice of its intent not to renew this Agreement prior to the term end date.

a) This Agreement may be terminated at any time by either the Service Provider or the Client with or without cause upon ninety (90) days written notice.

b) If either party terminates this Agreement, Service Provider will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Service Provider the actual costs of rendering such assistance as this is not part of the monthly service fee.

Fees and Payment Schedule

Fees for managed IT services are for a not-to-exceed total of \$92,700 in the first year, with a 3% annual increase for each successive year. This cost does not include any other related expenses outside the Scope of Services. Service Provider may revise the costs as deemed appropriate by amending this agreement.

Fees will be paid at a rate of \$7,725 per month and will become due and payable on the first day of each month. Services may be suspended and Service Provider may immediately terminate the Agreement with a five (5) day notice if payment is not received within 45 days following the date due and payable.

a) Fees are not refundable.

b) The Service Provider will periodically review the fees and adjust as required. Service Provider shall deliver to Client written notice of any fee increase within sixty (60) days of each Agreement renewal date. If Client does not provide written notice to Service Provider within thirty (30) days, the fee increase shall become effective as of the next annual renewal date.

Scope of Services

Scope of services includes network administration, non-SCADA cybersecurity, telecommunications, business systems disaster recovery, and audio visual equipment support. Services not in scope are applications support, physical security, SCADA hardware, SCADA network security, SCADA cybersecurity, SCADA disaster recovery, and SCADA related radio/telemetry infrastructure. Scope of services is covered by the monthly fee under the terms of this agreement. It is

also understood that any and all Services requested by Client and/or deemed necessary by Service Provider that fall outside of the scope of services will be considered projects, and will be quoted and billed as separate, individual services through the change order process.

All hardware must be covered under a currently active outside vendor support contract; and all software must be genuine, currently licensed and vendor supported. Should any hardware or systems fail to meet these provisions, the Client understands and acknowledges that it shall be solely responsible and liable for any cyber security breaches or system outages related to unsupported hardware or software.

The Client is required to obtain and maintain cyber-liability insurance.

Remote and On-Site Helpdesk support of Client's IT networks will be provided to the Client by Service Provider between the normal working hours of 7:30 AM – 5:30 PM consistent with Service Provider's existing 9/80 operational schedule. This means that, in general, coverage will not be available every other Friday, weekends or on scheduled holidays. Service calls or email placed outside normal working hours, hours between 7:30 AM – 5:30 PM, will be addressed on the following Service Provider business day. After hours calls or other communications to Service Provider are not within the Scope of Services and Service Provider has no obligation to respond.

Business Day shall mean Monday through Friday excluding the following Service Provider holidays:

- Martin Luther King
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day through New Year's Day (*new City holiday closure schedule*)
- Holidays observed which fall on Saturday shall be observed on the preceding Friday
- Holidays observed which fall on Sunday shall be observed on the following Monday
- Days deemed by City Council as holidays where City Hall is closed

All service requests/issues shall be logged by emailing the Service Provider helpdesk (helpdesk@encinitasca.gov) or by calling support at (760) 633-2898. Emailing Helpdesk is preferred. A helpdesk work order will be generated for each service request received. Client may call in or email to check the status of open requests.

Client will be given advanced notice of any service or application impacting events and will be given the opportunity to address concerns with the Service Provider before any systems are taken offline during maintenance windows.

Modification of Scope

The Scope of Service under this Agreement can only be changed through an executed written Change Order.

Service Provider or Client shall request changes to the Scope of Services by documenting the following in writing:

- a. The nature of the proposed change;
- b. The specific reason for the proposed change;
- c. The cost of the proposed change and the revised total cost of this Agreement;
- d. The name, title, and signature of both Service Provider and Client representative

Neither the Service Provider nor Client is under any obligation to accept a proposed Change Order, unless the Service Provider determines it is required for network or cyber security integrity. The parties remain required to proceed under the terms of this Agreement. Upon acceptance of a Change Order it shall become part of this Agreement. No Change Order is valid until it is fully executed by both parties. No oral request or oral authorization for modification of services shall be binding on either party.

Waiver of Liability, Indemnification and Limitation of Liability

INDEPENDENT RELATIONSHIP: For purposes of this Agreement, it is agreed and understood that Service Provider's relationship to Client under this Agreement is that of an independent public agency. Neither party will be deemed to be a partner, agent, employee or joint venture of the other party. Service Provider and its employees, agents and contractors will not represent or imply that they are employees, agents, partners or joint ventures of Client. Client and its employees and agents will not represent or imply that they are employees, agents, partners or joint ventures of Service Provider. All persons performing Service Provider's obligations under this agreement will be considered to be solely the employees or agents of Service Provider, and Service Provider will be responsible for ensuring there is payment of any and all salaries, wages, payroll taxes, insurance and other items payable to or on behalf of such personnel, and for maintaining worker's compensation insurance on such personnel.

NO ASSUMPTION AND WAIVER OF LIABILITY: By entering into the Agreement, under no circumstances does Service Provider assume any liability or responsibility for the computer systems, equipment, hardware, software, failures, faults or any other electronic systems of Client. Any failures or faults of such systems shall remain the sole responsibility of Client. Service Provider specifically disclaims and Client specifically waives and releases Service Provider from any claims, including without limitation, loss or corruption of data, any indirect, incidental special or consequential damages, expenses, costs, penalties, costs of regulatory action, fines, lost profits, lost savings or earnings, lost or corrupted data, or other liability arising out of, or related to, the services provided by the Service Provider, whether such liability is asserted on the basis of contract, tort, statute or otherwise, even if the Service Provider has been warned of the possibility of such damages.

THE SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

HOLD HARMLESS: Client shall hold harmless, defend and indemnify Service Provider and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation or regulatory enforcement) of every nature (including passive or active negligence of Service Provider) arising out of or in connection with Service Provider's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the gross negligence or willful misconduct of the Service Provider.

No defense or indemnity rights contained in any agreement between SEJPA and Service Provider as a Member Agency of SEJPA shall be applied to the services provided or performed by Service Provider in this Agreement, including, but not limited to rights held by another Member Agency.

LIMITATION OF LIABILITY: Notwithstanding any other provision of this Agreement or liability found, in recognition of the relative risks and benefits of Agreement to both the Client and the Service Provider, the risks have been allocated such that the Client agrees to limit the liability of the Service Provider to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Service Provider to the Client shall be limited to three (3) times the fixed monthly service fee paid by Client for services rendered under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising from this Agreement.

FORCE MAJEURE. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of an Act of God, including, any flood, earthquake, riot, fire, judicial or governmental action, acts of terrorism or war, labor disputes, or any other causes beyond the control of such party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

Resolution of Disputes

In the event of any dispute or disagreement between the parties, whether with respect to the interpretation of any provision of the Agreement, or with respect to the performance of either party hereto, the Parties shall meet at a working staff level for the purpose of endeavoring to resolve such dispute or negotiate a resolution. If a resolution to such dispute does not occur during such meeting or within fourteen (14) business days thereafter, the parties agree to elevate the dispute to a meeting of the City's IT Manager and Client's General Manager. If a resolution to such dispute does not occur during such meeting or within fourteen (14) business days thereafter, the Encinitas City Manager will make a final determination. Once such final determination is made, Service Provider or Client shall further elevate the dispute to their respective governing boards before Service Provider or Client pursue any other remedy available pursuant to this Agreement or at law, subject to any required notice and claims presentation requirements of the California Government Claims Act or other provisions of law.

General Provisions

a. Governing Law

The Service Provider and Client shall comply with all applicable federal and state laws, ordinances and codes. This Agreement shall be governed by and construed in accordance with the laws of the State of California and any and all disputes or legal actions shall be initiated and venued in San Diego County, North County Division.

b. Provisions Regarding Subcontractors

Contract or sub-contract IT services must be coordinated with the Service Provider in writing to ensure that segregation of duties and appropriate security permissions are applied.

c. Non Solicitation

Client agrees that neither party will solicit or offer employment to the respective employee(s) or sub-contractor(s), whether directly or indirectly, during their employment, except with prior written approval in each case.

d. Notices

All notices or communications required or permitted as a part of this Agreement shall be in writing.

Any such notices shall be directed to:

City of Encinitas Information Technology
505 South Vulcan Ave
Encinitas, CA 92024
Attn: IT Manager

San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff, CA 92007
Attn: General Manager

Entire Agreement

This Agreement constitutes the entire understanding of the parties with respect to the matter contained herein. There are no promises, covenants or undertakings other than those expressly set forth herein. This Agreement may not be amended except by writing signed by authorized representatives of Service Provider and Client.. If any of the provisions of the Agreement(s) are declared to be invalid, such provisions shall be severed from the Agreement(s) and the other provisions hereof shall remain in full force and effect.

Acceptance of Terms

Client acknowledges that the person signing this Agreement on its behalf is authorized to do so and may bind the Client to all the terms and conditions contained herein, and represents and warrants that such person is acting within the scope of his or her authority as an officer, director or duly authorized agent or employee of Client.

The signature of both parties shall evidence acceptance of the terms of this Agreement:

For the San Elijo Joint Powers Authority

For the City of Encinitas

Michael T. Thornton, P.E. / General Manager

Karen P. Brust / City Manager

Date:

Date:

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 9, 2019

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: ENCINITAS RANCH RECYCLED WATER EXPANSION PROJECT –
ACCEPTANCE OF COMPLETION AND FINAL SETTLEMENT AGREEMENT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute a Settlement and Release Agreement with Burtech Pipeline, Inc.;
2. Authorize the General Manager to accept the Encinitas Ranch Recycled Water Expansion Project on behalf of the SEJPA and record the Notice of Completion; and
3. Discuss and take other action as appropriate.

BACKGROUND

The Encinitas Ranch Recycled Water Project expands the recycled water service within the northern portion of the City of Encinitas and is expected to offset approximately 45 acre-feet per year of potable water demand with locally produced recycled water. The project includes approximately 5,800 feet of 8 and 6-inch diameter PVC pipe and a booster pump station. The construction contract was awarded to Burtech Pipeline, Inc. for \$1,225,000 in August 2018.

The project is substantially complete, with all major components installed and operational, and only minor items remain outstanding. Recycled water is currently available for use at the Encinitas Ranch Community, Fox Point Farms, and a City of Encinitas trail. Staff continues to coordinate with the City and Fox Point Farms to expedite their conversion process. Encinitas Ranch Community has successfully converted its irrigation system to recycled water for irrigation.

DISCUSSION

During underground construction, unforeseen conditions were encountered and the contractor performed additional work in order to complete the project. The contractor submitted contract change order requests for additional costs in excess of staff's expectations at approximately \$133,000. SEJPA staff and our construction manager carefully reviewed each change order request for accuracy and compliance with the contract documents. After thorough consideration, staff negotiated a fair and reasonable settlement amount with the contractor. Upon Board approval, SEJPA will pay a negotiated sum of \$80,000 as final payment for all outstanding change order requests.

Acceptance of this project by SEJPA and the filing of the Notice of Completion (NOC) will complete the contract with Burtech Pipeline, Inc. SEJPA's legal counsel will file the NOC with the San Diego County Clerk. The final payment will be made to the Contractor after acceptance and recordation of the NOC.

To summarize, project construction was successfully completed and implemented into service, with no reported injuries and positive feedback from the community. The work by Burtech, and the entire project team, was of good quality.

FINANCIAL IMPACT

The total budget for the project is \$1,724,636 which includes construction, engineering and environmental compliance during construction, construction management and inspection, and 15% project contingency. The final project cost, inclusive of all contract change orders and the proposed final construction settlement, is \$1,608,603 or \$116,033 (~7%) under budget.

| | <i>Budget</i> | <i>Approved Changes</i> | <i>Proposed Changes</i> | <i>Revised Budget</i> | <i>Final Costs</i> | <i>Remaining Funds</i> |
|-------------------------|----------------------|------------------------------------|------------------------------------|----------------------------------|-------------------------------|-----------------------------------|
| Construction Schedule A | \$1,225,000 | \$28,920 | \$80,000 | \$1,333,920 | \$1,333,920 | \$0 |
| CM/Engr/PR | 274,683 | - | - | 274,683 | 274,683 | - |
| Contingency (15%): | 224,953 | -28,920 | -80,000 | 116,033 | - | 116,033 |
| PROJECT TOTAL: | \$1,724,636 | \$0 | \$0 | \$1,724,636 | \$1,608,603 | \$116,033 |

It is therefore recommended that the Board of Directors:

1. Authorize the General Manager to execute a Settlement and Release Agreement with Burtech Pipeline, Inc.;
2. Authorize the General Manager to accept the Encinitas Ranch Recycled Water Expansion Project on behalf of the SEJPA and record the Notice of Completion; and
3. Discuss and take other action as appropriate.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'M. Thornton', with a long horizontal flourish extending to the right.

Michael T. Thornton, P.E.
General Manager

Attachment 1: Settlement and Release Agreement

Attachment 2: Notice of Completion and Acceptance of Public Works Project

ATTACHMENT 1

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (Agreement) is made and entered into by and between SAN ELIJO JOINT POWERS AUTHORITY, a California joint powers authority (SEJPA), and Burtech Pipeline Inc., a California corporation with its principal place of business at 102 Second Street Encinitas, California 92024 92126 (Burtech). Each of the parties to this Agreement may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Encinitas Ranch Recycled Water Expansion Project, Contract No. SE2018-ERCA (Project) was awarded to Burtech for an amount of \$1,225,000.00 on August 20, 2018. The construction contract for this project was executed on September 6, 2018 (Contract). The Project involved the extension of the existing SEJPA recycled water system into the Encinitas Ranch Community, including the installation of approximately 5,800 linear feet of 6 and 8-inch PVC recycled waterlines including all required appurtenances, installation of a recycled water booster pump system, a new electrical service, as well as all instrumentation and control equipment required to make a fully functional booster pump station. Pipeline construction requires complete rehabilitation of disturbed pavement per the requirements of the City of Encinitas.

WHEREAS, disputes arose relating to change order requests for inspection fees, extra work, differing site conditions, and certain other owner-directed changes (Disputes) which resulted in Burtech's submission of Change Order Requests 9, 10, and 11, which are attached to this Agreement as **Exhibit 1** (Change Order Requests).

WHEREAS, the Parties wish to fully, finally, and completely resolve and settle all demands, causes of action, and rights in any way arising from or relating to the Disputes, Change Orders and/or the Project.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as if fully set forth within the body of the Agreement, in reliance upon the foregoing representations, the covenants, promises, and agreements set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. General Terms. The Parties agree to abide by each of their respective covenants made herein to the fullest extent authorized by law.

2. SEJPA's Obligations. In full satisfaction of the claims pending against SEJPA, and any potential claim(s), and in consideration for the execution of this Agreement and the release, waivers, and promises described herein, SEJPA hereby agrees as follows:

2.1 Record Notice of Completion. SEJPA agrees to record a Notice of Completion by no later than 10 days after Burtech's Obligations under Section 3 of this Agreement have been satisfied.

2.2 SEJPA's Settlement Payment to Burtech. SEJPA agrees to pay Burtech the total sum of One Hundred and Forty Two Thousand Six Hundred and Ninety Five Dollars and Ninety Eight Cents, (\$142,695.98 U.S. Dollars) (Settlement Payment) via wire transfer, check, or a cashier's check made payable to the order of "Burtech Pipeline Inc." within thirty-five (35) calendar days following the SEJPA's recordation of a Notice of Completion. This Settlement Payment includes the release of Project retention of \$62,695.98, and \$80,000.00 payment for all remaining work, all work to date, all unpaid changes, and adjustments. The Settlement Payment shall be sent to the attention of Dominic Burtech, President, and if made by check or a cashier's check, shall be mailed to the following address:

Attn: Mr. Dominic Burtech, President
Burtech Pipeline Inc.
102 Second Street
Encinitas, CA 92024

3. Burtech's Obligations. In full satisfaction of the claims pending against Burtech, and any potential claim(s), and in consideration for the execution of this Agreement and the release, waivers, and promises described herein, Burtech hereby agrees as follows:

3.1 Labor Compliance Issues. Burtech agrees to finally resolve any and all labor compliance issues relating to this Project.

4. Acknowledgments. The Parties hereby expressly acknowledge the following:

4.1 Change Order Requests. The Parties acknowledge and agree that Burtech has successfully completed the work described in Change Orders 9, 10, and 11 (Exhibit 1), and agree that the Settlement Payment made under this Agreement is inclusive of payment for work completed under the three Change Order Requests.

4.2 Bid Item Adjustments. The Parties acknowledge and agree that bid item adjustments are included within the scope of this Agreement, and as part of this Agreement, Burtech expressly waives any claims or potential claims relating to bid items.

4.3 Contract Termination. The Parties acknowledge and agree that the Contract shall be deemed completed on the Effective Date of this Agreement.

5. Releases. In consideration for the execution of this Agreement and the Settlement Payment and promises described herein, the Parties hereby agree as follows:

5.1 Burtech's Release of Claims. Burtech, by and through its authorized representative as indicated below, does hereby for itself and its agents, principals, parents, partners, subsidiaries, board, joint venturers, contractors, subcontractors, affiliates, insured, heirs, executors, administrators, successors, and assigns, release, acquit, and forever discharge SEJPA and its past, present, and future directors, officers, employees, agents, partners, affiliates, representatives, insurers, attorneys, successors, assigns, and member agencies, including the City of Solana Beach and the City of Encinitas, and each of them, from any and all claims of any nature, demands, causes of action, lawsuits, damages, costs, losses, expenses, attorneys' fees,

and obligations of any nature whatsoever, whether or not now known, suspected, or claimed, which it ever had, now has, or claims to have, whether based on tort, contract, or any other theory of recovery, arising out of or in any way relating to the Project, the Contract, the Disputes, and/or the Change Order referenced in this Agreement. (“Burtech Releases.”)

5.2 **SEJPA’s Release of Claims.** SEJPA, by and through its authorized representative as indicated below, does hereby for itself and its agents, employees, representatives, board members, member agencies, successors, and assigns, release, acquit, and forever discharge Burtech and its past, present, and future directors, officers, employees, agents, partners, affiliates, representatives, insurers, attorneys, successors, and assigns, and each of them, from any and all claims of any nature, demands, causes of action, lawsuits, damages, costs, losses, expenses, attorneys’ fees, and obligations of any nature whatsoever, whether or not now known, suspected, or claimed, which it ever had, now has, or claims to have, whether based on tort, contract, or any other theory of recovery, arising out of or in any way relating to the Project, the Contract, the Disputes, and/or the Change Order referenced in this Agreement. (“SEJPA Releases.”)

5.3 **Released Matters.** The Burtech Releases and SEJPA Releases are referred to as the “Released Matters.”

5.4 **Matters Expressly Not Included in the Released Matters.** The Parties to this Agreement understand and agree that the Contract contains certain indemnities, covenants, duties and warranties, express and implied, concerning the rights and obligations of the Parties should third party claims or latent defects arise. Notwithstanding any other provision of this Agreement, it is not the intent of the parties that this Agreement release, discharge, waive or otherwise negate such indemnities, covenants, duties and warranties with respect to the work that Burtech and its subcontractors performed under the Contract. Also excepted from the Released Matters and 1542 Waiver are claims for express or implied indemnity and contribution that arise out of the assertion of claims of personal injury or property damage by persons who are not party to this Agreement, and claims that any party may have on any policy of insurance on which it is a named or intended beneficiary or insured. SEJPA is not currently aware of any claims related to matters expressly not included in this release.

6. **Attorneys’ Fees.** Each Party shall bear their own legal fees, costs, and expenses of any nature whatsoever incurred to date in connection with the subject matter of this Agreement.

7. **Effective Date.** This Agreement is not effective until it has been executed by all Parties and approved by their respective counsel. The Effective Date shall be the date of the last signature by a Party.

8. **No Admission.** The execution of this Agreement affects the settlement of claims which are contested and denied. Nothing herein contained shall be construed as an admission by any of the undersigned Parties of any liability of any kind to the other Party or Parties. Each of the Parties hereto acknowledges that the other Party or Parties expressly denies that it is in any way liable or obligated to the other or others, and that said Parties intend merely to avoid litigation and buy their peace by this Agreement.

9. Civil Code Section 1542 Waiver. With respect to the Released Matters, the Parties understand and agree that this is a full and final release applying to all unknown and unanticipated claims, actions, losses, expenses, and damages for subrogation, property loss, property damage, and any undiscovered property damage claims arising out of the Project, as well as to those now known or disclosed. The Parties hereby waive all rights or benefits which they now has or in the future with respect to the Released Matters under the terms of Section 1542 of the California Civil Code, which provides as follows:

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

The Parties understand and agree that there is a risk that the claims, actions, losses, expenses, and damages which they may have suffered, or will suffer, may later turn out to be other than, of a different character from, or greater than, those claims, actions, expenses, and damages now known, suspected or believed to be true. The Parties acknowledge that in waiving all rights or benefits it may have had under California Civil Code Section 1542, it had the advice of counsel.

10. Entire Agreement. The Parties declare and represent that there is no promise, inducement, representation, warranty or agreement that has been expressed verbally or implied, except as fully set forth in this Agreement. The Parties further declare and affirm that that this Agreement contains the entire agreement between the Parties thereto, and that the terms of this Agreement are contractual and not a mere recital. This Agreement supersedes all prior agreements between the Parties and controls all rights and obligations between the Parties with respect to any claim by Burtech relating to the Project and/or the Change Order Requests referenced in this Agreement, or any change orders or change order requests relating to the Project. This Agreement can only be modified or amended by a subsequent written agreement signed by the Parties hereto.

11. Governing Law and Jurisdiction. The interpretation, validity, and enforcement of this Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to the conflicts of laws principles thereof. Jurisdiction over any litigation arising out of this Agreement shall be in California and the venue shall be in the County of San Diego.

12. Counterparts. This Agreement may be signed in counterparts, which when read together shall constitute the entire Agreement of the Parties hereto. Electronic signatures and copies of the same shall be acceptable and treated as an original. The Parties further understand and agree that no obligations shall arise under this Agreement unless and until each Party has signed this Agreement.

13. Authority to Enter into Agreement. The Parties, and each of them, including each person signing below on behalf of a Party, represent and warrant that their respective signatories are fully authorized to enter into the terms and conditions stated herein, to execute this Agreement, and to bind legally the Parties on whose behalf they are signing.

14. Severability of Provisions. Each provision of this Agreement, whether or not contained in separate paragraphs, shall be considered severable. If for any reason any such provisions or parts of such provisions thereof are determined to be invalid, unenforceable or contrary to any existing or future applicable law or judicial ruling, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, but in such event, this Agreement shall be construed and enforced in all respects as if such invalid or unenforceable provision or part of such provisions has been omitted.

15. Draftsmanship and Headings. The headings employed to identify the provisions contained herein are solely for the convenience of the parties to this Agreement. If any ambiguity appears in either the headings or the provisions attendant thereto, such ambiguity shall not be construed against any Party to this Agreement on the grounds that such Party drafted this Agreement.

16. No Assignments or Claims. The Parties, and each of them, warrant and represent that they have not assigned any portion of any claim contemplated by this Agreement, or the consideration exchanged under this Agreement to any person, agency, or entity, and they further represent and warrant to each other that they are not aware of any pending claims relating to or arising out of the Project or the Change Order Requests referenced in this Agreement, or any change orders or change order requests relating to the Project.

IN WITNESS WHEREOF, and in exchange for the mutual promises contained in this Agreement, the Parties hereby cause this Agreement to be executed by their duly authorized representative in the County of San Diego, State of California.

(continued on next page)

BY EXECUTING THIS AGREEMENT, EACH OF THE PARTIES ACKNOWLEDGES THAT IT HAS READ THIS ENTIRE AGREEMENT CAREFULLY AND UNDERSTANDS EACH OF THE TERMS AND PROVISIONS SET FORTH HEREIN.

SAN ELIJO JOINT POWERS AUTHORITY

Signature: _____

Name: _____

Title: _____

Date: _____

BURTECH PIPELINE INC.

Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Procopio, Cory, Hargreaves & Savitch, LLP

Dated: _____

Adriana R. Ochoa
Attorneys for SAN ELIJO JOINT POWERS
AUTHORITY

[Firm name]

Dated: _____

[ENTER NAME]
Attorneys for BURTECH PIPELINE INC.

ATTACHMENT 2

RECORDING REQUESTED BY:
SAN ELIJO JOINT POWERS AUTHORITY

WHEN RECORDED MAIL TO:

Michael T. Thornton, General Manager
San Elijo Joint Powers Authority
2695 Manchester Ave.
PO Box 1077
Cardiff by the Sea, CA 92007-7077

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FEE: \$-0-.

**NOTICE OF COMPLETION AND ACCEPTANCE
OF PUBLIC WORKS PROJECT**

NOTICE IS HEREBY GIVEN by the SAN ELIJO JOINT POWERS AUTHORITY that a project for the construction of certain public works improvements and structures located within the Encinitas Ranch Community and along Requeza Street in Encinitas, California, the contract for the construction of which was executed by and between the SAN ELIJO JOINT POWERS AUTHORITY, as owner, and BURTECH PIPELINE INCOPORATED, of Encinitas, California, as contractor, was completed and accepted by the Board of Directors of the SAN ELIJO JOINT POWERS AUTHORITY on September ____, 2019. The name and address of the owners of the property referred to above are the SAN ELIJO JOINT POWERS AUTHORITY, 2695 MANCHESTER AVE., CARDIFF, CA 92007, and the nature of the interest of the owner in that property is fee simple.

The above project for public works improvements and structures, and the property on which the improvements and structures relate to, are situated near the Encinitas Ranch Community and along Requeza Street in Encinitas, California. The project is generally described as the Encinitas Ranch Recycled Water Expansion Project.

VERIFICATION

I, the undersigned, declare that I am the General Manager of the SAN ELIJO JOINT POWERS AUTHORITY and I have read the foregoing notice and know its contents, and that the same is true to the best of my knowledge and belief.

I declare under penalty of perjury that the foregoing is true and correct. Executed at Cardiff by the Sea, California, this ____ day of September, 2019.

SAN ELIJO JOINT POWERS AUTHORITY

By: _____
Michael Thornton, General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 9, 2019

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: PRELIMINARY TREATMENT UPGRADES AND ODOR CONTROL
IMPROVEMENTS PROJECT – ACCEPTANCE OF COMPLETION AND FINAL
SETTLEMENT AGREEMENT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute a Settlement and Release Agreement with NEWest Construction Co., Inc.;
2. Authorize the General Manager to accept the Preliminary Treatment Upgrades and Odor Control Improvements Project on behalf of the SEJPA and record the Notice of Completion; and
3. Discuss and take action as appropriate.

BACKGROUND

The San Elijo Water Reclamation Facility's preliminary treatment system (also known as "Headworks/Grit" treatment) provides basic physical treatment of the raw wastewater that enters the facility. This treatment system includes mechanical processes that remove trash, rocks, rags, and other debris that can clog, damage, or interfere with downstream treatment. In addition, preliminary treatment removes sand, grit, and other dense materials from the wastewater that can cause premature wearing of pumps and pipes within the treatment plant. The removed material is washed, dewatered, and sent to the local landfill for final disposal. The preliminary treatment area is also



Preliminary Treatment at the San Elijo WRF

exposed to aggressive odors and corrosive gases that are captured and treated. Fiberglass air ducting and suction fans are used to capture and direct foul air to an air scrubber system that utilizes water and chemicals to breakdown the odor causing compounds.

The Preliminary Treatment Upgrades and Odor Control Improvement project includes construction of new concrete treatment structures, installing new mechanical equipment, rehabilitation of existing concrete channels and structures, new safety improvements, and upgrades to the odor control system.

The construction contract in the amount of \$3,871,480 was awarded to NEWest Construction Company in July 2017. Additional work valued at \$127,942 for construction and \$190,126 in engineering and construction management is included in the approved budget for owner-directed work.

DISCUSSION

The project has reached substantial completion, and all major systems and components are installed and operational. The project has exceeded the contract end date and work disputes have arisen; as a result, staff negotiated a settlement and release agreement with the contractor in order to cease construction activities and close out the contract for \$3,796,816 which is less than the approved contract value (including change orders) totaling \$3,999,422. Some work remains to be completed, and will be prioritized and scheduled as part of future capital improvements. Budgeted construction and contingency funds in the amount of \$328,108 are available to finish remaining work, and staff anticipates that this work will be completed under this value.

In accordance with the agreement, the SEJPA will pay a negotiated sum of \$120,000 as final payment for all work completed and waive any rights to liquidated and special damages. NEWest agrees to waive all claims, adjustments and liens, provide all warranties, and deliver all spare parts and project materials to SEJPA, as specified by the contract documents.

Staff's opinion is that the settlement agreement is reasonable, and terminating the contract is in the best interest of the SEJPA.

FINANCIAL IMPACT

The proposed settlement agreement of \$120,000, in addition to the total amount paid to date of \$3,676,816, results in a final construction value of \$3,796,816. The remaining construction budget of \$202,606 and contingency of \$125,502 results in \$328,108 of budgeted funds to complete any remaining work.

| Budget | <i>Original Budget</i> | <i>Approved Changes</i> | <i>Revised Budget</i> | <i>Final Costs</i> | <i>Remaining Funds</i> |
|-----------------|-----------------------------------|------------------------------------|----------------------------------|-------------------------------|-----------------------------------|
| Construction: | \$3,871,480 | \$127,942 | \$3,999,422 | 3,796,816 | 202,606 |
| CM/Engineering: | 582,137 | 190,126 | 772,263 | 772,263 | 0 |
| Contingency: | 443,570 | -318,068 | 125,502 | - | 125,502 |
| Total: | \$4,897,187 | \$0 | \$4,897,187 | \$4,569,079 | \$328,108 |

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute a Settlement and Release Agreement with NEWest Construction Co., Inc.;
2. Authorize the General Manager to accept the Preliminary Treatment Upgrades and Odor Control Improvements Project on behalf of the SEJPA and record the Notice of Completion; and
3. Discuss and take action as appropriate.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'M. Thornton', written over a horizontal line.

Michael T. Thornton, P.E.
General Manager

Attachment 1: Settlement and Release Agreement

Attachment 2: Notice of Completion and Acceptance of Public Works Project

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (Agreement) is made and entered into by and between SAN ELIJO JOINT POWERS AUTHORITY, a California joint powers authority (SEJPA), and NEWest Construction Co., Inc., a California corporation with its principal place of business at 9235 Trade Place Ste. A, San Diego, California 92126 (NEWest). Each of the parties to this Agreement may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the San Elijo Water Reclamation Facility Preliminary Treatment Upgrades Project Contract No. 12001 (Project) was awarded to NEWest for an amount of \$3,871,480 on July 10, 2017. The construction contract for this project was executed on July 11, 2017 (Contract). The Project included construction of new concrete treatment structures, installation of new mechanical screening and dewatering equipment, rehabilitation of existing concrete channels and structures, and upgrade of the odor control system.

WHEREAS, NEWest was asked to complete additional work including pipe removal for paving, additional pavement subgrade, trimax programming, Cardiff gravity flow meter installation, FRP stop plates, and scum gate replacement, which work is more fully set forth in Change Order J, which change order was never finally executed, but which is attached to this Agreement as **Exhibit 1**.

WHEREAS, disputes arose relating to workmanship and punchlist items (Disputes).

WHEREAS, NEWest denies any liability related to the Disputes.

WHEREAS, the Parties wish to fully, finally, and completely resolve and settle all demands, causes of action, and rights in any way arising from or relating to the Disputes and the Project.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as if fully set forth within the body of the Agreement, in reliance upon the foregoing representations, the covenants, promises, and agreements set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **General Terms**. The Parties agree to abide by each of their respective covenants made herein to the fullest extent authorized by law.

2. **SEJPA's Obligations**. In full satisfaction of the claims pending against SEJPA, and any potential claim(s), and in consideration for the execution of this Agreement and the release, waivers, and promises described herein, SEJPA hereby agrees as follows:

2.1 Record Notice of Completion. SEJPA agrees to record a Notice of Completion by no later than 10 days after NEWest's Obligations under Section 3 of this Agreement have been satisfied.

2.2 SEJPA's Settlement Payment to NEWest. SEJPA agrees to pay NEWest the total sum of One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00 U.S. Dollars) (Settlement Payment) via wire transfer, check, or a cashier's check made payable to the order of "NEWest Construction Co., Inc." within thirty-five (35) calendar days following the SEJPA's recordation of a Notice of Completion. This Settlement Payment includes the release of Project retention and payment for all remaining work, all work to date, all unpaid changes, and adjustments. The Settlement Payment shall be sent to the attention of Mark S. Jennette, President, and if made by check or a cashier's check, shall be mailed to the following address:

Attn: Mr. Mark S. Jennette, President
NEWest Construction Co., Inc.
9235 Trade Place Ste. A
San Diego, California 92126

2.3 Substantial Completion. The Parties confirm that the Project was substantially complete on March 14, 2019.

2.4 Waiver of Liquidated and Special Damages. SEJPA agrees to waive and to not pursue all liquidated, special damages and damages of any type against NEWest relating to the Project, except that matters expressly not waived pursuant to Section 3.4 herein are not waived.

3. NEWest's Obligations. In full satisfaction of the claims pending against NEWest, and any potential claim(s), and in consideration for the execution of this Agreement and the release, waivers, and promises described herein, NEWest hereby agrees as follows:

3.1 Warranties. NEWest agrees to provide warranties for epoxy liner coating and warranties for repair of deteriorated concrete in accordance with the Contract.

3.2 Spare Parts. NEWest agrees to turn over each and every spare part listed in the spreadsheet attached as **Exhibit 2** to this Agreement.

4. Acknowledgments. The Parties hereby expressly acknowledge the following:

4.1 Change Order J. The Parties acknowledge and agree that NEWest has successfully completed the work described in Change Order J (Exhibit 1), and agree that the Settlement Payment made under this Agreement is inclusive of payment for work completed under Change Order J.

4.2 Bid Item Adjustments. The Parties acknowledge and agree that bid item adjustments are included within the scope of this Agreement, and as part of this Agreement, NEWest expressly waives any claims or potential claims relating to bid items.

4.3 Contract Termination. The Parties acknowledge and agree that the Contract shall be deemed completed on the Effective Date of this Agreement.

5. Releases. In consideration for the execution of this Agreement and the Settlement Payment and promises described herein, the Parties hereby agree as follows:

3.1 NEWest's Release of Claims. NEWest, by and through its authorized representative as indicated below, does hereby for itself and its agents, principals, parents, partners, subsidiaries, board, joint venturers, contractors, subcontractors, affiliates, insured, heirs, executors, administrators, successors, and assigns, release, acquit, and forever discharge SEJPA and its past, present, and future directors, officers, employees, agents, partners, affiliates, representatives, insurers, attorneys, successors, assigns, and member agencies, including the City of Solana Beach and the City of Encinitas, and each of them, from any and all claims of any nature, demands, causes of action, lawsuits, damages, costs, losses, expenses, attorneys' fees, and obligations of any nature whatsoever, whether or not now known, suspected, or claimed, which it ever had, now has, or claims to have, whether based on tort, contract, or any other theory of recovery, arising out of or in any way relating to the Project, the Contract, the Disputes, and/or the Change Order referenced in this Agreement. ("NEWest Releases.")

3.2 SEJPA's Release of Claims. SEJPA, by and through its authorized representative as indicated below, does hereby for itself and its agents, employees, representatives, board members, member agencies, successors, and assigns, release, acquit, and forever discharge NEWest and its past, present, and future directors, officers, employees, agents, partners, affiliates, representatives, insurers, attorneys, successors, and assigns, and each of them, from any and all claims of any nature, demands, causes of action, lawsuits, damages, costs, losses, expenses, attorneys' fees, and obligations of any nature whatsoever, whether or not now known, suspected, or claimed, which it ever had, now has, or claims to have, whether based on tort, contract, or any other theory of recovery, arising out of or in any way relating to the Project, the Contract, the Disputes, and/or the Change Order referenced in this Agreement. ("SEJPA Releases.")

3.3 Released Matters. The NEWest Releases and SEJPA Releases are referred to as the "Released Matters."

3.4 Matters Expressly Not Included in the Released Matters. The Parties to this Agreement understand and agree that the Contract contains certain indemnities, covenants, duties and warranties, express and implied, concerning the rights and obligations of the Parties should third party claims or latent defects arise. Notwithstanding any other provision of this Agreement, it is not the intent of the parties that this Agreement release, discharge, waive or otherwise negate such indemnities, covenants, duties and warranties with respect to the work that NEWest and its subcontractors performed under the Contract. Also excepted from the Released Matters and 1542 Waiver are claims for express or implied indemnity and contribution that arise out of the assertion of claims of personal injury or property damage by persons who are not party to this Agreement, and claims that any party may have on any policy of insurance on which it is a named or intended beneficiary or insured. SEJPA is not currently aware of any claims related to matters expressly not included in this release.

6. **Attorneys' Fees.** Each Party shall bear their own legal fees, costs, and expenses of any nature whatsoever incurred to date in connection with the subject matter of this Agreement.

7. **Effective Date.** This Agreement is not effective until it has been executed by all Parties and approved by their respective counsel. The Effective Date shall be the date of the last signature by a Party.

8. **No Admission.** The execution of this Agreement affects the settlement of claims which are contested and denied. Nothing herein contained shall be construed as an admission by any of the undersigned Parties of any liability of any kind to the other Party or Parties. Each of the Parties hereto acknowledges that the other Party or Parties expressly denies that it is in any way liable or obligated to the other or others, and that said Parties intend merely to avoid litigation and buy their peace by this Agreement.

9. **Civil Code Section 1542 Waiver.** With respect to the Released Matters, the Parties understand and agree that this is a full and final release applying to all unknown and unanticipated claims, actions, losses, expenses, and damages for subrogation, property loss, property damage, and any undiscovered property damage claims arising out of the Project, as well as to those now known or disclosed. The Parties hereby waive all rights or benefits which they now has or in the future with respect to the Released Matters under the terms of Section 1542 of the California Civil Code, which provides as follows:

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

The Parties understand and agree that there is a risk that the claims, actions, losses, expenses, and damages which they may have suffered, or will suffer, may later turn out to be other than, of a different character from, or greater than, those claims, actions, expenses, and damages now known, suspected or believed to be true. The Parties acknowledge that in waiving all rights or benefits it may have had under California Civil Code Section 1542, it had the advice of counsel.

10. **Entire Agreement.** The Parties declare and represent that there is no promise, inducement, representation, warranty or agreement that has been expressed verbally or implied, except as fully set forth in this Agreement. The Parties further declare and affirm that that this Agreement contains the entire agreement between the Parties thereto, and that the terms of this Agreement are contractual and not a mere recital. This Agreement supersedes all prior agreements between the Parties and controls all rights and obligations between the Parties with respect to any claim by NEWest relating to the Project and/or the PCOs referenced in this Agreement, or any PCOs relating to the Project. This Agreement can only be modified or amended by a subsequent written agreement signed by the Parties hereto.

11. **Governing Law and Jurisdiction.** The interpretation, validity, and enforcement of this Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to the conflicts of laws principles thereof. Jurisdiction over any litigation

arising out of this Agreement shall be in California and the venue shall be in the County of San Diego.

12. **Counterparts.** This Agreement may be signed in counterparts, which when read together shall constitute the entire Agreement of the Parties hereto. Electronic signatures and copies of the same shall be acceptable and treated as an original. The Parties further understand and agree that no obligations shall arise under this Agreement unless and until each Party has signed this Agreement.

13. **Authority to Enter into Agreement.** The Parties, and each of them, including each person signing below on behalf of a Party, represent and warrant that their respective signatories are fully authorized to enter into the terms and conditions stated herein, to execute this Agreement, and to bind legally the Parties on whose behalf they are signing.

14. **Severability of Provisions.** Each provision of this Agreement, whether or not contained in separate paragraphs, shall be considered severable. If for any reason any such provisions or parts of such provisions thereof are determined to be invalid, unenforceable or contrary to any existing or future applicable law or judicial ruling, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, but in such event, this Agreement shall be construed and enforced in all respects as if such invalid or unenforceable provision or part of such provisions has been omitted.

15. **Draftsmanship and Headings.** The headings employed to identify the provisions contained herein are solely for the convenience of the parties to this Agreement. If any ambiguity appears in either the headings or the provisions attendant thereto, such ambiguity shall not be construed against any Party to this Agreement on the grounds that such Party drafted this Agreement.

16. **No Assignments or Claims.** The Parties, and each of them, warrant and represent that they have not assigned any portion of any claim contemplated by this Agreement, or the consideration exchanged under this Agreement to any person, agency, or entity, and they further represent and warrant to each other that they are not aware of any pending claims relating to or arising out of the Project or the PCOs referenced in this Agreement, or any PCOs relating to the Project.

IN WITNESS WHEREOF, and in exchange for the mutual promises contained in this Agreement, the Parties hereby cause this Agreement to be executed by their duly authorized representative in the County of San Diego, State of California.

(continued on next page)

BY EXECUTING THIS AGREEMENT, EACH OF THE PARTIES ACKNOWLEDGES THAT IT HAS READ THIS ENTIRE AGREEMENT CAREFULLY AND UNDERSTANDS EACH OF THE TERMS AND PROVISIONS SET FORTH HEREIN.

SAN ELIJO JOINT POWERS AUTHORITY

Signature: _____

Name: _____

Title: _____

Date: _____

NEWest CONSTRUCTION CO., INC.

Signature:  _____

Name: Mark Jennette

Title: President

Date: August 6, 2019

APPROVED AS TO FORM:

Procopio, Cory, Hargreaves & Savitch, LLP

Dated: _____

Adriana R. Ochoa
Attorneys for SAN ELIJO JOINT POWERS
AUTHORITY

Monteleone & McCroy, LLP

Dated: 8-7-19

 _____
Jeffrey Hurst
Attorneys for NEWest CONSTRUCTION
COMPANY, INC.

ATTACHMENT 2

RECORDING REQUESTED BY:
SAN ELIJO JOINT POWERS AUTHORITY

WHEN RECORDED MAIL TO:

Michael T. Thornton, General Manager
San Elijo Joint Powers Authority
2695 Manchester Ave.
PO Box 1077
Cardiff by the Sea, CA 92007-7077

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FEE: \$-0-.

**NOTICE OF COMPLETION AND ACCEPTANCE
OF PUBLIC WORKS PROJECT**

NOTICE IS HEREBY GIVEN by the SAN ELIJO JOINT POWERS AUTHORITY that a project for the construction of certain public works improvements and structures located near 2695 Manchester Avenue, Cardiff, County of San Diego, California, the contract for the construction of which was executed by and between the SAN ELIJO JOINT POWERS AUTHORITY, as owner, and NEWest Construction Company, Inc., of San Diego, California, as contractor, was completed and accepted by the Board of Directors of the SAN ELIJO JOINT POWERS AUTHORITY on _____, 2019. The name and address of the owners of the property referred to above are the SAN ELIJO JOINT POWERS AUTHORITY, 2695 MANCHESTER AVE., CARDIFF, CA 92007, and the nature of the interest of the owner in that property is fee simple.

The above project for public works improvements and structures, and the property on which the improvements and structures relate to, are situated near 2695 Manchester Avenue, Cardiff, County of San Diego, California. The project is generally described as the Preliminary Treatment Upgrades Project.

VERIFICATION

I, the undersigned, declare that I am the General Manager of the SAN ELIJO JOINT POWERS AUTHORITY and I have read the foregoing notice and know its contents, and that the same is true to the best of my knowledge and belief.

I declare under penalty of perjury that the foregoing is true and correct. Executed at Cardiff by the Sea, California, this ____ day of September, 2019.

SAN ELIJO JOINT POWERS AUTHORITY

By: _____
Michael Thornton, General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 9, 2019

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: ADOPT THE PROPOSED MITIGATED NEGATIVE DECLARATION
ADDENDUM NO. 2 FOR UPGRADES AT THE SAN ELIJO WATER
RECLAMATION FACILITY

RECOMMENDATION

It is recommended that the Board of Directors:

1. Adopt the Proposed Addendum No. 2 to Mitigated Negative Declaration for the San Elijo Water Reclamation Facility Upgrades; and
2. Discuss and take action as appropriate.

BACKGROUND

In April 2015, San Elijo Joint Powers Authority's (SEJPA) Board accepted the 2015 Facility Plan for the San Elijo Water Reclamation Facility (SEWRF) that identified necessary replacements or upgrades. The 2015 Facility Plan recommended that multiple components of the SEWRF be upgraded based on a combination of factors such as risk, safety, physical condition, code compliance, and potential for improving process performance. From this Facility Plan, an Capital Upgrades project was identified and a Final Mitigated Negative Declaration (Final MND) was prepared in accordance with the California Environmental Quality Act (CEQA).

The Final MND for the SEWRF Upgrades Project was accepted by the Board in April 2016. Following acceptance, minor adjustments were made to the proposed projects, including the addition of a shared-use bicycle/pedestrian trail through the SEWRF, traffic safety enhancements at the entrance of the SEWRF site and Manchester Avenue, and a new proposed location for solar panels. These changes were adopted by the Board of Directors in January 2019 as Addendum No. 1.

DISCUSSION

Additional minor adjustments to the proposed projects have been identified including the addition of a full traffic signal, public right-of-way improvements, and a biofiltration basin at the entrance of the SEWRF site and Manchester Avenue, as well as an expanded area for ground mount solar panels (Figure 1). These adjustments are being proposed as Addendum No. 2.

Proposed Changes to the Approved Project (Revised Project)

Proposed modifications to the Revised Project including: (1) expanding the area of the proposed solar field in the southeastern portion of the SEWRF property, and (2) redesign of the SEWRF entrance improvements along Manchester Boulevard. These Revised Project components are described below.



Solar Field. The First Addendum identified a solar field in the southeastern portion of the SEWRF site. The Revised Project expands the potential area in the southeastern corner of the SEWRF site (refer to Figure 1) for solar development, and would consist of ground-mounted solar photovoltaic (PV) panels within areas cleared of vegetation and adjacent to existing water treatment infrastructure. The southern end of the proposed solar field is adjacent to a stand of acacia (*Acacia* sp.) trees (i.e., non-native vegetation) that would provide a visual screen of the SEWRF for the residential neighborhood to the south. The solar field would consist of an array of standard ground-mounted solar PV panels and associated mounting supports. These types of solar panels are low-profile and not highly reflective.

SEWRF/Manchester Avenue Intersection Improvements. The Revised Project proposes a fully-actuated traffic signal instead of the previously proposed pedestrian-activated crossing at the SEWRF entrance at Manchester Avenue. The Revised Project also proposes additional surface improvements within Manchester Avenue public right-of-way to facilitate pedestrian crossing of the SEWRF driveway and Manchester Avenue as well as to incorporate green street features.

The traffic signal would include the following components:

- Fully-actuated traffic signal with virtual detection (cameras) on each intersection leg;
- Signal masts with intersection safety lighting; and
- “Traffic Signal Ahead” signs with solar-powered beacons at both intersection approaches along Manchester Avenue.

Proposed surface improvements would include:

- Curb and gutter along the frontage of the SEWRF;
- Americans with Disabilities Act (ADA)-compliant pedestrian ramps, high-visibility crosswalks, and pedestrian signals within the public right-of-way to cross the SEWRF driveway and to cross Manchester Avenue at the entrance to the San Elijo Lagoon Ecological Reserve Regional Park and Nature Center;
- A biofiltration basin along the SEWRF frontage to detain and treat roadway runoff and urban runoff that enters the SEWRF site; and
- Removal of an existing grated inlet, extension of an existing storm drain pipe, and construction of a new inlet structure to serve the biofiltration basin and to remove tributary storm water runoff from the roadway.

ENVIRONMENTAL ANALYSIS

The Project modifications would not substantially change from the Revised Project in a way that would modify the Final MND impact discussion for: agriculture and forestry resources, hazards and hazardous materials, land use and planning, mineral resources, population and housing, public services, recreation, and utilities and service systems. Therefore, the environmental analysis focuses on the CEQA topics that would be potentially affected by the proposed modifications to the Approved Project: aesthetics, air quality, biological resources, cultural resources, geology and soils, greenhouse gas (GHG) emissions, hydrology and water quality, noise, transportation and traffic, and tribal cultural resources.

Addendum No. 2 documents that the revised project will not result in new significant impacts relative to the proposed project as described in the Final MND and would not alter the conclusions of the Final MND.

It is therefore recommended that the Board of Directors:

1. Adopt the Proposed Addendum No. 2 to Mitigated Negative Declaration for the San Elijo Water Reclamation Facility Upgrades; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment 1: Second Addendum to the Final Mitigated Negative Declaration dated August 15, 2019

San Elijo Water Reclamation Facility Upgrades

Second Addendum to the
Final Mitigated Negative Declaration

August 2019 | KHA-37

Prepared for:

San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff by the Sea, CA 92007

Prepared by:

HELIX Environmental Planning, Inc.
7578 El Cajon Boulevard
La Mesa, CA 91942

San Elijo Water Reclamation Facility Upgrades

Second Addendum to the Final Mitigated Negative Declaration

Prepared for:

San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff-by-the-Sea, CA 92007

Prepared by:

HELIX Environmental Planning, Inc.
7578 El Cajon Boulevard
La Mesa, CA 91942

August 2019 | KHA-37

INTRODUCTION

A Final Mitigated Negative Declaration (Final MND) was completed for the San Elijo Water Reclamation Facility (SEWRF) Upgrades Project in April 2016 (Dudek 2016) and was adopted by the San Elijo Joint Powers Authority (SEJPA) on April 11, 2016. Following approval, the project was modified to include the addition of a shared-use trail on the SEWRF property, safety improvements at the intersection of the SEWRF site and Manchester Avenue, and relocation of a planned solar field within the southeastern portion of the SEWRF site. These project modifications were addressed in an Addendum to the Final MND (First Addendum; HELIX 2019a), which was approved by the SEJPA on January 14, 2019. These modifications, as well as the other improvements originally proposed in the Final MND, are herein referred to as the Approved Project. The SEJPA is proposing modifications to the Approved Project including: (1) additional information regarding the proposed solar field in the southeastern portion of the SEWRF property, and (2) redesign of SEWRF entrance improvements along Manchester Boulevard. The Approved Project with these proposed modifications is herein referred to as the Revised Project.

California Environmental Quality Act (CEQA) Guidelines Section 15164 requires either the Lead Agency or a responsible agency to prepare an addendum to an adopted negative declaration if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent environmental document have occurred. Section 15164(b) provides that an addendum “may be prepared if only minor technical changes or additions are necessary.”

This Second Addendum demonstrates that the Revised Project would not result in new or substantially more severe significant impacts relative to the Approved Project as described in the Final MND and First Addendum.

CEQA Requirements

An addendum to the Final MND is permitted under CEQA Guidelines Sections 15162 and 15164 for projects where there are no substantial changes to the project, or in circumstances surrounding the project, and where the project would not have new significant impacts or substantially more severe impacts than those disclosed in the previously approved negative declaration. To summarize, Sections 15162 and 15164 of the CEQA Guidelines state that an addendum to a previously approved negative declaration can be prepared for a project if the criteria and conditions summarized below are satisfied:

- **No Substantial Changes in the Project.** There are no substantial changes proposed in the project that will require major revisions to the previous negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
- **No Substantial Change in Circumstances.** No substantial changes to the circumstances regarding the project have taken place that would require major revisions of the previous negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
- **No Substantial New Information.** There is no new information of substantial importance that was not known or could not have been known at the time of the previous negative declaration that shows the project would result in any of the following:

1. The project will have one or more significant effects not discussed in the previous negative declaration;
2. Significant effects previously examined will be substantially more severe than shown in the previous negative declaration;
3. Mitigation measures previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponent declines to adopt the mitigation measure; or
4. Mitigation measures which are considerably different from those analyzed in the previous negative declaration would substantially reduce one or more significant effects on the environment, but the project proponent declines to adopt the mitigation measure.

An addendum need not be circulated for public review but can be included in, or attached to, the adopted negative declaration. The decision making body shall consider the addendum with the adopted negative declaration prior to making a decision on the project.

None of the conditions identified in CEQA Guidelines Section 15162(a) would occur as a result of the Revised Project because:

- a) The changes to the Approved Project evaluated in the Final MND and First Addendum, as described in this Second Addendum, would not result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Minor changes are proposed to the Approved Project, including additional information on the proposed solar field in the southeastern portion of the SEWRF property and a redesign of road crossing enhancements at the SEWRF frontage with Manchester Avenue. These changes in project description would not result in new or substantially more severe significant environmental impacts (refer to the comparison below for details regarding the impacts associated with the proposed modifications).
- b) No changes in circumstances regarding the Approved Project have occurred that substantially differ from those described in the Final MND (adopted in April 2016) and First Addendum (approved in January 2019) or would result in new or substantially more severe significant environmental impacts.
- c) There is no substantial new information. The proposed modifications do not constitute substantial new information as defined in the CEQA Guidelines. The proposed modifications would not result in new or substantially more severe significant impacts.
- d) Mitigation measures are required and are not new or considerably different from those identified and analyzed in the Final MND. Revisions to one previously identified mitigation measure are necessary for the Revised Project due to a change in existing conditions; however, the revised mitigation measure is not required because of a new or substantially more severe significant environmental impact. The revised measure also would not result in a new or substantial increase the severity of previously identified significant environmental impacts following its implementation.

BACKGROUND

Project Location

Facility upgrades would occur at the existing SEWRF site located at 2695 Manchester Avenue, Cardiff-by-the-Sea, California 92007 (Assessor's Parcel Number 261-010-1302), as shown in Figure 1, *Regional Location*, and Figure 2, *Aerial Photograph*. The revised project upgrades would occur at the intersection of Manchester Avenue and the driveway to the SEWRF, and in the southeastern portion of the SEWRF site in the vicinity of the existing flow equalization basins. The project site is surrounded by existing residential development to the north, west, and southeast. Interstate 5 (I-5) is located immediately to the east of the project site. San Elijo Lagoon is located to the south across Manchester Avenue. The project site is located approximately 0.4 mile east of the Pacific Ocean.

Currently, the project site is mostly developed with the existing SEWRF, associated landscaping, and stormwater drainage facilities, as shown in Figure 2. The northern portion of the site is mostly undeveloped, except for stormwater facilities. The project site is zoned as Public/Semi-Public. The project is within the Coastal Zone.

Project Description as Proposed in the Approved Final MND

The previously approved project included various upgrades, rehabilitations, and replacements for components of the SEWRF. These include:

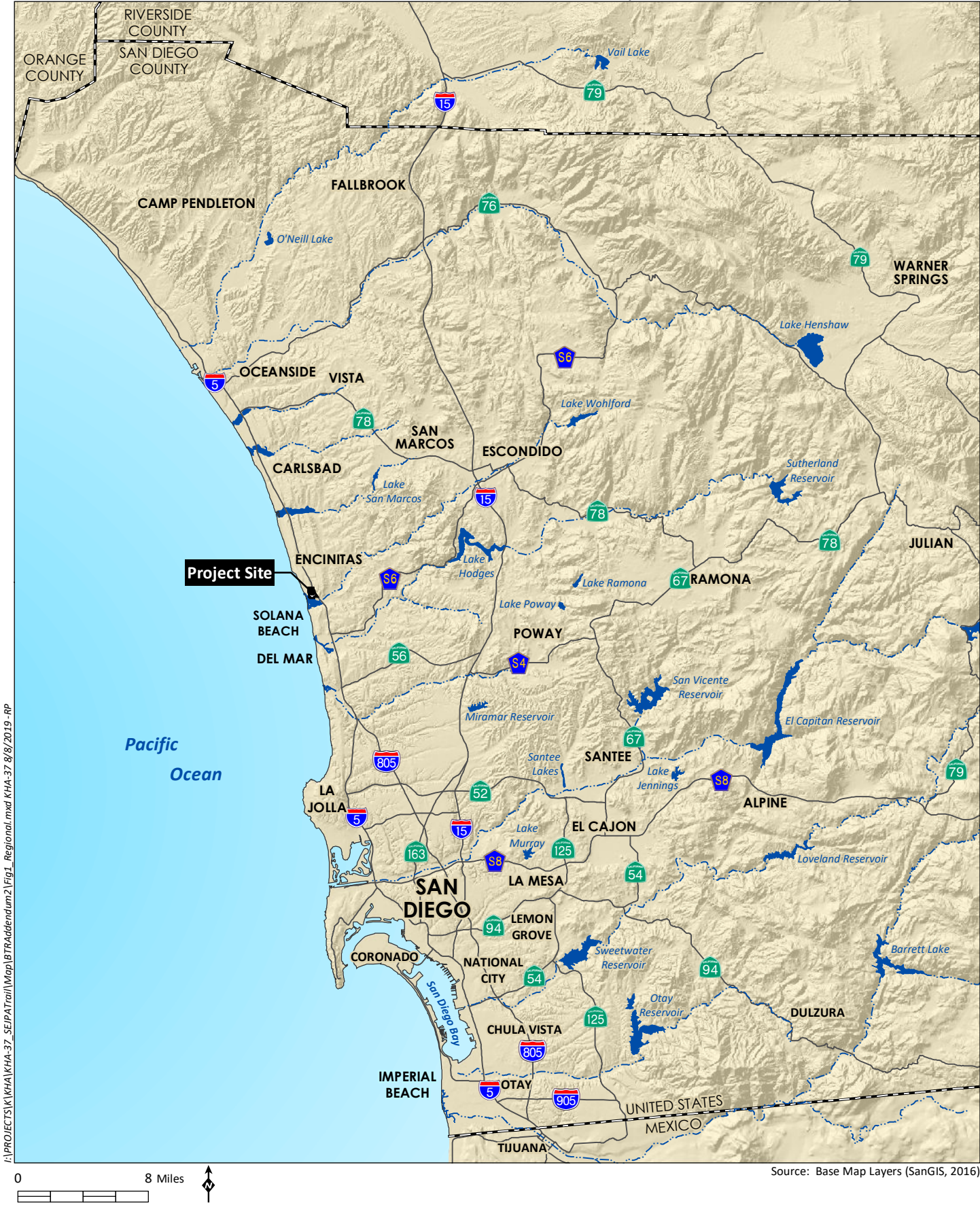
Administration and Operations Buildings and Seismic Upgrades. The operations building, cogeneration building, and chlorine building would receive a seismic roof-to-wall connections retrofit. A new administration building would be constructed at the southern end of the project site, near the SEWRF entrance off Manchester Avenue.

Site Improvements and Security. Site access and use would be improved by replacing the open storm channels with storm pipes or culverts. Work on the open storm channel would extend approximately 10 feet west of the existing channel. Site asphalt would be replaced. Fencing surrounding the SEWRF site would be improved for proper height along with the installation of climbing deterrents (also to be installed at the block wall located at the gate). Video surveillance would be improved at critical facility areas.

Preliminary Treatment Upgrades. Two existing mechanical screens would be replaced with new screens in new concrete channels, duty/standby compactors, and a new screenings conveyor/sluice would be installed. New screenings and grit inlet channels would be constructed. Corrosion in the existing screenings channels, grit chamber and channels, and primary influent channels would be repaired. Additional foul air ducting would be installed at the headworks channels and Grit and Screenings Building to improve odor control.

Electrical Upgrades. Switchboard MS-2 in the cogeneration building and the odor control panel in the headworks would be replaced. As part of the electrical upgrades, the Arc Flash Study would be updated, and Arc Flash labels included on all electrical panels.

Dewatering Upgrades. These upgrades would include replacement of the existing belt filter presses, feed pumps, and electrical equipment and controls. The condition of the truck loading hopper would be





evaluated, and the hopper would be repaired or retrofitted as necessary. The mezzanine and roof decking in the dewatering building would be repaired.

Digester Improvements. Digester improvements would include replacement of Sludge Circulation Pumps Nos. 2, 3, and 5, heat exchangers, and the floating cover on Digester No. 2. Repair would occur on Digester No. 2 (concrete and lining), Digester No. 3 (seals around cover), and Digester No. 4 (joint between cover and walls). Additionally, further inspection of cracks on Digesters Nos. 2, 3, and 4 may identify the need for further repair.

Aeration and Return Upgrades. These upgrades would include the installation of mixing in anoxic zones, high efficiency blowers, diffusers, permanent baffles, a fall arrest system, and Return Flow Pump No. 4. The drain pump, all discharge piping, and all pump rails would be replaced.

Dissolved Air Flotation (DAF) Upgrades and Co-thickening. Three pumps and the DAF No. 2 Drive would be replaced and a Pressurization Pump No. 2 (for DAF No. 2) would be installed. These upgrades would implement co-thickening of waste activated sludge and primary sludge.

Supervisory Control and Data Acquisition (SCADA) System. SCADA system hardware would be installed, and the software would be updated.

Solar Fields. The proposed project includes four proposed solar fields. Conceptual plans for solar fields include an approximate 80-panel carport west of the generator, an approximate 300-panel ground-mounted field east of the generator, an approximate 200-panel carport west of the existing headworks, and an approximate 230-panel ground-mounted field north of the proposed 200-panel carport.

In the Final MND, project construction was identified to be phased intermittently over several years beginning in January 2017 and ending in September 2019. As of this document, construction has commenced on several projects; however, the work will likely be completed in 2023.

Water required for construction would be supplied by on-site recycled water. The following potential equipment were identified for construction: medium-sized excavation and earth moving equipment; dump trucks; cement mixers; portable welders; and cranes.

Prior Changes to the Project (Approved Project)

The project was modified in 2018 to include the addition of a shared-use trail on the SEWRF property, safety improvements at the intersection of the SEWRF site and Manchester Avenue, and relocation of a planned solar field within the SEWRF site. These project modifications were addressed in the First Addendum to the Final MND (HELIX 2019a) and are briefly described below.

Shared-use Trail. The Approved Project included construction of a 12-foot-wide shared-use trail in the western portion of the SEWRF property. The trail would mostly be constructed over an existing drainage channel, covering the existing open channel. The northern portion of the trail would travel through a vacant area on the SEWRF property. Trail improvements would also provide connections/transitions at Manchester Avenue and to the bikeway improvements within I-5 at the northeast corner of the SEWRF property. The trail would require grading and construction of embankment slopes, security fencing, lighting installation (several lighting fixtures would be included along the trail at a height of approximately 14 feet), landscaping, surface drainage improvements and implementation of storm water quality best management practices (BMPs).

SEWRF/Manchester Avenue Intersection Improvements. The Approved Project included street-level enhanced trail crossing and traffic calming measures, and pedestrian-activated traffic control devices. The traffic calming measures included a high-intensity crosswalk (HAWK) system, which is a pedestrian-activated beacon over the crosswalk to alert motorists when a pedestrian or bicyclist is crossing the road, or other crosswalk alert system as approved by the City of Encinitas. Curb, gutter, and sidewalk improvements would be provided at the SEWRF entrance. Other identified roadway improvements at Manchester Avenue included a center turn lane, roadway signing and striping, and small retaining walls at the southeast corner of the SEWRF property.

Solar Field Relocation. As part of the Approved Project, the First Addendum identified the general relocation of a planned ground-mounted solar array to the southeastern portion of the SEWRF site. No specific information regarding location, equipment or system types, or overall footprint were provided or known at the time.

Construction of these project modifications was anticipated to start in August 2019 and be completed by August 2020.

PROJECT DESCRIPTION

Proposed Changes to the Approved Project (Revised Project)

The SEJPA is proposing modifications to the Approved Project including: (1) additional information regarding the proposed solar field in the southeastern portion of the SEWRF property, and (2) redesign of SEWRF entrance improvements along Manchester Boulevard. These Revised Project components are described below.

Solar Field. The First Addendum identified the solar field in the southeastern portion of the SEWRF site as a relocated facility. This solar field, however, is proposed as an additional facility rather than one that would be relocated from another planned location on the SEWRF property. The proposed additional solar field would be located in the southeastern corner of the SEWRF site (refer to Figure 2) and would consist of ground-mounted solar photovoltaic (PV) panels within areas cleared of vegetation and adjacent to existing water treatment infrastructure. The southern end of the proposed solar field is adjacent to a stand of acacia (*Acacia* sp.) trees (i.e., non-native vegetation) that would provide a visual screen of the SEWRF for the residential neighborhood to the south. The solar field would consist of an array of standard ground-mounted solar PV panels and associated mounting supports. These types of solar panels are low-profile and not highly reflective.

SEWRF/Manchester Avenue Intersection Improvements. The Revised Project proposes a fully-actuated traffic signal instead of the previously proposed pedestrian-activated crossing at the SEWRF entrance at Manchester Avenue. The Revised Project also proposes additional surface improvements within Manchester Avenue public right-of-way to facilitate pedestrian crossing of the SEWRF driveway and Manchester Avenue as well as to incorporate green street features.

The traffic signal would include the following components:

- Fully-actuated traffic signal with virtual detection (cameras) on each intersection leg;
- Signal masts with intersection safety lighting; and

- “Traffic Signal Ahead” signs with solar-powered beacons at both intersection approaches along Manchester Avenue.

Proposed surface improvements would include:

- Curb and gutter along the frontage of the SEWRF from the westerly property line to the west side of the SEWRF’s entrance driveway;
- Americans with Disabilities Act (ADA)-compliant pedestrian ramps, high-visibility crosswalks, and pedestrian signals within the public right-of-way to cross the SEWRF driveway and to cross Manchester Avenue at the east side of the driveway;
- Curb, gutter, sidewalk and ADA-compliant directional pedestrian ramps at the east side of the SEWRF’s driveway and at the east side of the entrance to the San Elijo Lagoon Ecological Reserve and Regional Park and Nature Center on the south side of Manchester Avenue;
- New asphalt concrete (AC) paving between the existing AC paving and the new curb and gutter and within the SEWRF’s entrance;
- A biofiltration basin along the SEWRF frontage to detain and treat roadway runoff and urban runoff that enters the SEWRF site from the west; and
- Removal of an existing grated inlet near the northwest corner of the intersection, extension of an existing storm drain pipe, and construction of a new inlet structure to serve the biofiltration basin and to remove tributary storm water runoff from the roadway via curb cuts that is not diverted to the biofiltration basin.

As shown in Table 1, *Anticipated Construction Schedule*, construction for the Revised Project is estimated to start in December 2019 and be complete by December 2020.

Table 1
ANTICIPATED CONSTRUCTION SCHEDULE

| Construction Activity | Construction Period | | |
|--|---------------------|------------|------------------------|
| | Start | End | Number of Working Days |
| Clear/Grub & Rough Grade | 12/1/2019 | 2/2/2020 | 60 |
| Channel Construction & Drainage Improvements | 1/2/2020 | 8/12/2020 | 160 |
| Paving | 8/13/2020 | 10/7/2020 | 40 |
| Architectural Coating | 10/8/2020 | 10/14/2020 | 5 |
| Lighting, Fencing, & Landscaping | 10/15/2020 | 12/9/2020 | 40 |

Previously Disclosed Impacts

The Final MND and First Addendum determined that all impacts would be less than significant, except biological resources, cultural resources, and utilities and service systems. These potentially significant impacts would be reduced to a less-than-significant level with implementation of mitigation measures that were identified in the Final MND. The Final MND determined that potentially significant direct and

indirect impacts to special-status species, sensitive natural communities, jurisdictional resources, and wildlife corridors would occur from project construction and operation; however, implementation of mitigation measures MM-BIO-1 through MM-BIO-4 for construction and MM-BIO-5 through MM-BIO-9 for operation would reduce impacts to a less-than-significant level. The Final MND determined that construction activities that may impact cultural resources would be potentially significant; however, implementation of mitigation measure MM-CUL-1 would reduce impacts to a less-than-significant level. The Final MND also determined that construction activities may impact paleontological resources, which would be potentially significant; implementation of mitigation measure MM-CUL-2 would reduce impacts to a less-than-significant level. In addition, the Final MND determined that significant environmental effects, as identified above, would occur from utilities and service systems through upgrades to the SEWRF facilities. This impact would be mitigated through the aforementioned mitigation measures. As such, no significant and unmitigable impacts would occur. The First Addendum reached the same conclusions and documented that the project changes would not result in new or substantially more severe significant environmental effects that were previously identified in the Final MND.

ENVIRONMENTAL ANALYSIS

The Revised Project modifications would not substantially change from the Approved Project in a way that would modify the Final MND impact discussion for: agriculture and forestry resources, hazards and hazardous materials, land use and planning, mineral resources, population and housing, public services, recreation, and utilities and service systems. Therefore, the analysis below focuses on the CEQA topics that would be potentially affected by the proposed modifications to the Approved Project: aesthetics, air quality, biological resources, cultural resources, geology and soils, greenhouse gas (GHG) emissions, hydrology and water quality, noise, transportation and traffic, and tribal cultural resources.

Aesthetics

Scenic Vistas

The Final MND identifies a scenic stop off the southbound I-5, north of the Manchester Avenue exit, that overlooks the site. A viewer from this area would see the SEWRF site, in addition to the San Elijo Lagoon and Pacific Ocean. The Revised Project would install a traffic signal, curbs, gutters, sidewalks, and ADA ramps at Manchester Avenue. This would add a traffic signal system in a location without such a system, and would include new signal masts, signal heads, signage, and lighting at the intersection corners, as well as traffic signal warning signage approaching the intersection. The new traffic signal infrastructure would be visually consistent with other traffic signals along Manchester Avenue/San Elijo Avenue and given the limited height and bulk of the signal in relation to existing buildings and trees in the area would not substantially affect the view from the scenic stop. Similarly, the other intersection improvements would consist of typical roadway surface features that do not include vertical elements that could impede views from the scenic stop. The new solar array would not be highly visible because of proposed SEWRF structures, surrounding landscaping, and topography. The southern end of the area proposed for the additional solar field contains a stand of trees that provide a visual screen of the SEWRF facilities for the residential neighborhood to the south. These trees would be preserved in their current location to continue to provide visual screening of existing on-site facilities and the proposed solar field. The solar field would consist of ground-mounted solar PV panels, which are low-profile. They also would not be highly reflective because they would have anti-reflective or low-glare surfaces in accordance with mitigation measure MM-BIO-9 from the Final MND. Thus, the panels would not block

or adversely affect views from the scenic stop. In addition, similar to the Approved Project, aesthetic impacts from construction of the Revised Project components would be temporary and short-term. Therefore, impacts to scenic vistas would be less than significant, and the Revised Project is consistent with the impact conclusions for scenic vistas described in the Final MND.

Scenic Resources within a State Scenic Highway

As with the Approved Project, the Revised Project components are located approximately 1,950 feet from Coast Highway 101, portions of which are designated as State Scenic Highway. However, no portions of Coast Highway 101 within San Diego County are designated State Scenic Highway. In addition, I-5, which is located adjacent to the SEWRF site to the east, is not listed as a State Scenic Highway. Therefore, no impacts to a State Scenic Highway would occur, and the Revised Project is consistent with the impact conclusions for scenic resources described in the Final MND.

Visual Character and Quality

The Revised Project would construct a traffic signal, curbs, gutters, sidewalks, and ADA ramps at Manchester Avenue. Although this would add a traffic signal system in a location without such a system, the design would be visually consistent with other traffic signals along Manchester Avenue/San Elijo Avenue. The addition of new traffic signal infrastructure in the immediate area would not substantially affect the visual character and quality of the area because they would not represent new visual elements, nor would they be at a bulk or scale that would substantially contrast with the existing visual environment. Similarly, the other intersection improvements would consist of typical roadway surface features commonly characteristic of suburban neighborhoods that already exist in the area. The proposed solar array would also be consistent with the existing visual character and quality of the area. The solar field would consist of ground-mounted solar PV panels, which are low-profile. They also would have anti-reflective or low-glare surfaces in accordance with mitigation measure MM-BIO-9 from the Final MND and, thus, would not be highly reflective. The panels would be located adjacent to a hillside separating the SEWRF property and the I-5. This hillside would provide some topographic screening of the panels from motorists driving along I-5. While they would be a new visual element within this area of the SEWRF site, they would be located adjacent to other existing industrial elements associated with the SEWRF and would be an extension of these existing facilities such that they would not be perceived as dominant new visual features. Additionally, the southern end of the area proposed for the additional solar field contains a stand of trees that provides a visual screen of the SEWRF for the residential neighborhood to the south. These trees would be preserved in their current location to continue to provide visual screening of existing on-site facilities and the proposed solar field. In addition, similar to the Approved Project, aesthetic impacts from construction of the Revised Project components would be temporary and short-term. Therefore, impacts to visual character and quality would be less than significant, and the Revised Project is consistent with the impact conclusions for visual character and quality described in the Final MND.

Light and Glare

Lighting is currently provided throughout the existing SEWRF facilities. New lighting as a result of the proposed facility upgrades would be similar to existing SEWRF lighting. Street lights associated with the new traffic signal would be provided at Manchester Avenue and lighting would be provided at the traffic signal warning signs along Manchester Avenue approaching the SEWRF entrance. These lights on the street would not be a substantial addition to the area, as there are existing street lights in the area. No

Revised Project components would be a substantial source of glare. The solar field would consist of ground-mounted solar PV panels and in accordance with mitigation measure MM-BIO-9 from the Final MND, they would have anti-reflective or low-glare surfaces and thus, would not cause adverse glare effects to nearby uses. Therefore, similar to the Final MND conclusions for light and glare, impacts would be less than significant.

Conclusion

In summary, the Revised Project would not alter the conclusions of the Final MND, and no new or substantially increased aesthetics impacts would occur.

Air Quality

To analyze the potential impacts from the Revised Project, a Supplement to the Addendum to the Air Quality and Greenhouse Gas Emissions Impact Assessment was prepared (HELIX 2019b; Appendix A).

Air Quality Plans

As described in the Final MND, consistency with local air quality plans is determined by if the project proposes development that is greater than anticipated in the City of Encinitas General Plan or in the San Diego Association of Governments' (SANDAG's) growth projections, and therefore would conflict with the State Implementation Plan and Regional Air Quality Standards (RAQS) and may contribute to a potentially significant cumulative impact on air quality. Similar to the Approved Project, the Revised Project components would be consistent with existing zoning and General Plan land use designations for the project site and would not result in growth projections beyond SANDAG's projections. In addition, as described below, criteria pollutant emissions of the Revised Project would be below County thresholds. Therefore, the Revised Project is consistent with the impact conclusion for air quality plans described in the Final MND.

Air Quality Standards

Construction

As with the Approved Project, the Revised Project would generate criteria pollutants during clearing/grubbing, rough grading, paving, and installation of lighting, traffic signals, fencing and landscaping. Construction emissions would be short-term and temporary and would cease with construction termination.

Construction emissions were previously calculated for the Approved Project in the Addendum to the Air Quality and Greenhouse Gas Emissions Impact Assessment (HELIX 2018) using the California Emissions Estimator Model (CalEEMod) Version 2016.3.2. Based on construction information provided by SEJPA, the Revised Project does not affect the assumed construction phasing duration, phasing sequencing, or equipment described in Table 1. The only change to the construction assumptions was the estimated start date. As stated in the Addendum to the Air Quality and Greenhouse Gas Emissions Impact Assessment (HELIX 2018):

The quantity, duration, and the intensity of construction activity influence the amount of construction emissions and their related pollutant concentrations that occur at any one time. As such, the emission forecasts provided herein reflect a specific set of conservative assumptions

based on the expected construction scenario wherein a relatively large amount of construction is occurring in a relatively intensive manner. Because of this conservative assumption, actual emissions could be less than those forecasted. If construction is delayed or occurs over a longer time period, emissions could be reduced because of (1) a more modern and cleaner-burning construction equipment fleet mix than incorporated in the CalEEMod, and/or (2) a less intensive buildout schedule (i.e., fewer daily emissions occurring over a longer time interval).

Thus, the proposed modifications and delay in the construction schedule would not result in any increase to the previously reported construction emissions estimates. Table 2, *Maximum Daily Construction Emissions*, below is from the First Addendum and shows the construction emissions estimated to be generated by the Approved Project. Because construction emissions generated by the Revised Project would not be greater than those previously estimated for the Approved Project, these emissions totals conservatively represent the maximum anticipated daily emissions associated with the Revised Project. As shown, maximum daily emissions would not exceed County Screening Level Thresholds (SLTs; County 2007). SLTs and impacts would remain less than significant, and no changes to the impact conclusion related to air quality standards discussed in the Final MND would occur.

Table 2
MAXIMUM DAILY CONSTRUCTION EMISSIONS

| Construction Phase | Pollutant Emissions (pounds/day) | | | | | |
|--|----------------------------------|-----------------|--------------|-----------------|------------------|-------------------|
| | VOC | NO _x | CO | SO _x | PM ₁₀ | PM _{2.5} |
| 2019 | 3.38 | 36.66 | 21.76 | 0.04 | 4.52 | 2.98 |
| 2020 | 1.78 | 14.50 | 13.15 | 0.02 | 0.83 | 0.71 |
| Maximum Daily Emissions¹ | 3.38 | 36.66 | 21.76 | 0.04 | 4.52 | 2.98 |
| Maximum Daily Emissions Reported in the Final MND ² | 15.03 | 26.82 | 21.77 | 0.04 | 5.55 | 3.21 |
| New Maximum Daily Emissions | 18.41 | 63.48 | 43.53 | 0.08 | 10.07 | 6.19 |
| <i>Screening Level Threshold³ (lbs/day)</i> | <i>75</i> | <i>250</i> | <i>550</i> | <i>250</i> | <i>100</i> | <i>55</i> |
| Significant Impact? | No | No | No | No | No | No |

¹ Proposed Project Emissions (CalEEMod)

² Previously Reported MND Emissions (SEJPA 2016; Page 27, Table 3.3-1)

³ The County Screening Level Thresholds (SLTs; County 2007) are used for the project, as the City of Encinitas does not have specific emissions thresholds.

Operation

The Revised Project proposes roadway improvements and an additional solar field and would only generate emissions during construction. Therefore, operational emissions would not be generated from the Revised Project, and no changes to the operational emissions impacts discussed in the Final MND would occur.

Cumulatively Considerable Net Increase of Criteria Pollutants

As construction emissions of the Revised Project components would not exceed SLT thresholds, the Revised Project would not create a cumulatively considerable increase of criteria pollutants. In addition, as the Revised Project components do not generate operational emissions, no changes to the less-than-significant cumulative impacts from operation identified in the Final MND would occur.

Sensitive Receptors

Construction of the Revised Project components would generate similar toxic air contaminants (TACs) to the Approved Project from construction equipment. Similar to the Approved Project, the Revised Project components would not occur at a magnitude to generate substantial amounts of TACs and the TAC emissions would be temporary. Therefore, as identified in the Final MND, impacts would be less than significant.

The Revised Project proposes roadway improvements and an additional solar field and would only generate TAC emissions during construction. Therefore, operational emissions of TACs would not be generated from the Revised Project, and no changes to the impacts from operational emissions of TACs discussed in the Final MND would occur.

Odors

Construction of the Revised Project components would generate similar odors to the Approved Project from construction equipment. As such, odors would not occur at a magnitude to affect substantial amounts of people and as the odor emission would be temporary, as identified in the Final MND impacts would be less than significant.

The Revised Project proposes roadway improvements and a solar field and would only generate emissions during construction. Therefore, operational emissions would not be generated from the Revised Project, and no changes to the operational emissions impacts discussed in the Final MND would occur.

Conclusion

In summary, the Revised Project would not alter the conclusions of the Final MND, and no new or substantially increased air quality impacts would occur.

Biological Resources

To analyze the potential impacts resulting from the Revised Project, a Second Addendum to the Biological Resources Technical Report was prepared (HELIX 2019c; Appendix B). The Second Addendum assessed the potential direct and indirect impacts on biological resources associated with the construction and operation of the Revised Project. The conclusions of this assessment support the determination that no new or substantially more severe significant adverse impacts would occur as a result of the Revised Project that were not already identified, analyzed, and assigned mitigation in the Final MND. However, the Revised Project proposes to revise mitigation measures MM-BIO-1 and MM-BIO-3 identified in the Final MND, which is discussed below under Sensitive Species.

Sensitive Species

Sensitive Plant Species

None of the special-status plant species analyzed in the Final MND have the potential to occur within the Revised Project study area. Impacts would be restricted to developed land, disturbed habitat (i.e., ruderal and weedy areas), and non-native vegetation. The four Torrey pines (*Pinus torreyana* ssp. *torreyana*) that are present on the SEWRF site would be avoided by the Revised Project. If the

appropriate avoidance and minimization measures are not implemented during construction, potential significant indirect impacts could occur to native habitat areas located off site and downstream of the Revised Project. The potential significant indirect impacts would be mitigated to less-than-significant levels with the implementation of the following mitigation measures from the Final MND: MM-BIO-1, MM-BIO-2, MM-BIO-3, and MM-BIO-5.

The Revised Project is consistent with the impact conclusions for sensitive plants described in the Final MND.

Sensitive Wildlife Species

As with plant species, none of the special-status animal species analyzed in the Final MND have the potential to occur within the Revised Project impact areas. Impacts would be restricted to developed land, disturbed habitat (i.e., ruderal and weedy areas), and areas that lack suitable habitat for special-status animals. As such, no direct impacts would occur to special-status animal species.

The coastal California gnatcatcher, a federally-threatened species and state species of special concern, is not expected to use the non-native vegetation, disturbed habitat, and developed areas in and adjacent to the Revised Project study area but could use off-site Diegan coastal sage scrub (DCSS) located on portions of the steep slopes to the west and within 500 feet of construction areas. Designated critical habitat for the coastal California gnatcatcher overlays disturbed and developed land in the eastern portions of the SEWRF but does not support any DCSS habitat or the primary constituent elements of gnatcatcher critical habitat. The area is dominated by dense acacia and other non-native plant species. A few isolated native plant species were observed along the perimeter fence for the I-5 right-of-way and intermixed as one or two shrubs amongst the acacia and other non-native vegetation, but the isolated plants do not by themselves constitute DCSS or any other native habitat type. One of the Revised Project components, the solar field, is proposed in the critical habitat overlay area. However, due to the fact that this overlay area does not support DCSS habitat or the primarily constituent elements for gnatcatcher critical habitat, no adverse impacts or modification to the critical habitat overlay would occur. Mitigation measure MM-BIO-3 from the Final MND requires that the critical habitat be delineated by the project biologist and all structures be constructed outside of the delineated area as a means to avoid impacts to the listed coastal California gnatcatcher. However, due to the conditions of the critical habitat area within the SEWRF property (i.e., lack of suitable habitat to support the coastal California gnatcatcher), this measure is no longer applicable. Mitigation measure MM-BIO-3 is proposed to be revised to remove this specific avoidance measures as follows:

MM-BIO-3: Species Avoidance Measures

Torrey Pines

There are four Torrey pines on the project site. Prior to finalizing construction drawings, the trees and dripline shall be delineated by the project biologist. At a minimum, all structures shall be constructed no closer than 5 feet outside the dripline of the tree. The location of the trees, the trees' dripline, and 5-foot buffer around the trees' dripline shall be included on the construction drawings and demarcated in the field prior to on-site grading and construction activities.

California Sagebrush Alliance

There is a patch of Californian sagebrush alliance on the project site. Prior to finalizing construction drawings, the California sagebrush alliance shall be delineated by the project biologist, and all structures will be constructed outside of the delineated area. The location of the California sagebrush alliance will be included on the construction drawings and demarcated in the field prior to on-site grading and construction activities.

~~Federally Designated Critical Habitat for Coastal California Gnatcatcher~~

~~There are approximate 4 acres of federally designated critical habitat for coastal California gnatcatcher on the east side of the project site (see Appendix B). Prior to finalizing construction drawings, the critical habitat shall be delineated by the project biologist and all structures shall be constructed outside of the delineated area. The location of the critical habitat shall be included on the construction drawings and demarcated in the field prior to on-site grading and construction activities.~~

Similarly, mitigation measure MM-BIO-1 requires environmental awareness training to include conditions associated with California gnatcatcher critical habitat within the SEWRF property. As with mitigation measure MM-BIO-3 described above, this component of the mitigation measure is no longer applicable due to the conditions of the critical habitat area within the SEWRF property (i.e., lack of suitable habitat to support the coastal California gnatcatcher). Therefore, mitigation measure MM-BIO-1 is proposed to be revised to remove this specific avoidance measures as follows:

MM-BIO-1: Environmental Awareness Training

Prior to the initiation of on-site grading and construction activities, the project biologist shall conduct a Worker Environmental Awareness Program (WEAP) with the contractor. The project biologist shall perform the following:

1. Provide the training materials for WEAP training. These materials shall include the measures and mitigation requirements for biological resources, the location of special-status resources, ~~including federally designated critical habitat for coastal California gnatcatcher~~, and designated work areas.
2. Copies of mitigation measures, and permits from resource agencies, if applicable, shall be made available by the project biologist.
3. Complete a timely review of construction schedules to ensure that timing/location of construction activities do not conflict with other measures or mitigation requirements (e.g., pre-construction nesting bird surveys).
4. Ensure that construction area boundary markers are placed to comply with applicable avoidance and/or buffer measure requirements, if necessary.

The least Bell's vireo (*Vireo bellii pusillus*), a federally- and state-endangered species, has potential to occur within off-site riparian habitat located to the southeast of the SEWRF. Potential significant indirect impacts could occur to the gnatcatcher and/or vireo and their habitat that occurs off site within 500 feet of construction areas. In addition, if operational lighting is not properly shielded and directed away from adjacent habitat areas that could support either species, the lighting could adversely affect breeding

behaviors and other life history requirements of either species. These potentially significant indirect impacts to the coastal California gnatcatcher and least Bell's vireo and from operational lighting were also identified in the Final MND. These potential significant indirect impacts would be mitigated to less than significant levels with the implementation of the following mitigation measures from the Final MND: MM-BIO-1, MM-BIO-2, MM-BIO-3, MM-BIO-4, MM-BIO-5, MM-BIO-6, MM-BIO-7, MM-BIO-8, and MM-BIO-9. As noted above, implementation of the Revised Project proposes to revise mitigation measures MM-BIO-1 and MM-BIO-3.

The Revised Project is consistent with the impact conclusions for sensitive wildlife species described in the Final MND.

Sensitive Vegetation Communities

No riparian habitat or other sensitive natural community occurs within the Revised Project footprint. As discussed above, only a few native shrubs intermixed with weeds were present along the SEWRF eastern fence line and intermixed in isolated within the acacia-dominated vegetation during the June 2019 site visit. The previous study for the Final MND references a 0.3-acre patch of California sagebrush alliance on a *west-facing slope* on the site; however, the only California sagebrush alliance and DCSS confirmed in 2019 is on the *east-facing slope* in the western portions of the site. Review of Google Earth imagery from 2017 suggests that California sagebrush alliance may have occurred on the west-facing slope within the I-5 right-of-way further to the east of the project site; however, this off-site area was evidently impacted in late 2017 as part of the I-5 corridor construction efforts and no longer supports California sagebrush alliance or DCSS habitat. Thus, no direct impacts to riparian habitat or other sensitive natural community would occur as a result of the Revised Project.

As identified in the Final MND, potentially significant indirect impacts could occur to off-site DCSS and other off-site sensitive habitat located downstream in association with San Elijo Lagoon. These potentially significant indirect impacts would be mitigated to less than significant levels with the implementation of the following mitigation measures from the Final MND: MM-BIO-1, MM-BIO-2, MM-BIO-3, and MM-BIO-5.

The Revised Project is consistent with the impact conclusions for sensitive vegetation communities described in the Final MND.

Wetlands

No wetlands occur within the Revised Project footprint; none are present within the SEWRF property. Therefore, no direct impacts to wetlands would occur. Wetlands do occur off site and adjacent to areas that will require improvements, including the frontage improvements at Manchester Avenue as part of the Revised Project and the driveway improvements at the SEWRF as part of the Approved Project. Wetlands within the Coastal Zone overlay in the City are protected by avoidance buffers that place restrictions on new development and disturbances that occur within the buffer areas. The Manchester Avenue and SEWRF driveway improvements occur within existing wetland buffers. However, as required, the improvements have been specifically designed to restrict all new development and disturbances to the existing disturbed and developed land associated with the Manchester Avenue right-of-way and SEWRF driveway, thereby avoiding any impact and preserving the biological integrity of the existing wetland buffers.

As identified in the Final MND, potential significant indirect impacts could occur to off-site sensitive habitat located downstream, including wetlands, associated with the San Elijo Lagoon. These potentially significant indirect impacts would be mitigated to less than significant levels with the implementation of the following mitigation measures from the Final MND: MM-BIO-1, MM-BIO-2, MM-BIO-3, and MM-BIO-5.

The Revised Project is consistent with the impact conclusions for wetlands described in the Final MND.

Wildlife Movement and Migratory Species

The SEWRF is currently fenced and does not serve as a wildlife corridor or habitat linkage. The SEWRF is surrounded to the north, east, and west by residential development and the I-5 freeway.

The location of the proposed solar field would not substantially interfere with the movement of any resident or migratory fish or wildlife species. The solar field is proposed in an area that is generally located to the east of the SEWRF on land comprised of disturbed habitat and non-native vegetation. Perimeter fencing currently exists around the SEWRF preventing wildlife from entering or leaving any native habitat adjacent to the project area via the SEWRF. Therefore, the SEWRF, in its current condition, does not allow any migratory species to pass through the area.

The intersection improvements would occur in a developed area, in and near the intersection of the SEWRF driveway and Manchester Avenue. This developed location is not currently considered a wildlife corridor or nursery site for resident or migratory fish or other wildlife species, nor is suitable habitat present for resident fish species. The proposed upgrades will not change the intersection in a manner that would prevent the movement of fish or wildlife species through this area, as it is not currently a wildlife corridor.

As described within the Final MND, the potential impacts on wildlife movement as a result of the proposed solar field and intersection improvements would be less than significant. Nevertheless, implementation of mitigation measures MM-BIO-1 and MM-BIO-2 from the Final MND would further reduce potential effects to wildlife.

The impact conclusions described in the Final MND for wildlife movement and migratory species are consistent with those of the Revised Project.

Local Policies and Ordinances

The Revised Project would not conflict with any local policies or ordinances protecting biological resources. The Revised Project has been designed to maintain consistency with the City's wetland buffer policies. Wetlands exist off site and adjacent to the Manchester Avenue intersection improvements component of the Revised Project and the SEWRF driveway component of the Approved Project. By way of their adjacency, these components occur within the buffers for these off-site resources. However, as required, the improvements have been specifically designed to restrict all new development and disturbances to the existing disturbed and developed land associated with the Manchester Avenue right-of-way and SEWRF driveway, thereby avoiding any impact and preserving the biological integrity of the existing wetland buffers.

The impact conclusions for local policies and ordinances described in the Final MND are consistent with those of the Revised Project.

Adopted Habitat Conservation Plans

The Revised Project would not conflict with the provisions of such plans; no adopted plans apply to the Revised Project or SEJPA. The Revised Project does occur within the planning boundaries of the City's Draft Multiple Habitat Conservation Program (MHCP) Subarea Plan, which identifies a Hardline Focused Planning Area (FPA) occurring immediately west of the SEWRF. The Revised Project will have no impact on this draft FPA and would not conflict with the provisions or preclude the future adoption of the City's Draft MHCP Subarea Plan. The trail component of the Approved Project has been setback from the draft FPA area and has further received a CDP amendment from the California Coastal Commission to reconfigure the open space easement recorded over the slope within the FPA overlay in a superior manner. The amended easement configuration is biologically superior and would enhance the planned FPA function in that it protects a more-contiguous habitat area. Further, mitigation measures MM-BIO-1, MM-BIO-2, MM-BIO-4, MM-BIO-5, and MM-BIO-7 would be implemented to ensure off-site biological resources of value, including those within the draft FPA overlay, are protected from indirect effects.

The impact conclusions described in the Final MND for adopted habitat conservation plans are consistent with those of the Revised Project.

Conclusion

In summary, the Revised Project would not alter the conclusions of the Final MND. No new significant biological impacts would occur, nor would the severity of previously identified significant impacts be increased. Furthermore, revised mitigation measures MM-BIO-1 and MM-BIO-3 do not constitute any new significant environmental impacts or substantial new information.

Cultural and Tribal Cultural Resources

To analyze the potential cultural and tribal cultural impacts resulting from the Revised Project, a Cultural Resources Technical Letter Report was prepared for the Revised Project Area of Potential Effect (APE) (HELIX 2019d; Appendix C).

Historic Resources

As identified in the Final MND, four historic built-environment resources, the Control Building (current Office Building), Chlorination Building (Generator Building), Primary Digester (Digester 1), and Secondary Digester (Digester 2) were evaluated under CEQA and Section 106 of National Historic Preservation Act (NHPA) regulations and were found not eligible under state and national eligibility criteria. As such, the four historic built-environment resources are not considered historical resources. No additional built-environment or historic resources were identified within the Revised Project APE, and no impacts would occur. Therefore, the Revised Project is consistent with the impact conclusions for historic resources described in the Final MND.

Cultural and Tribal Cultural Resources

No archaeological resources were identified within the project area as analyzed in the Final MND. The locations for the Revised Project components lie in areas recently surveyed and evaluated for cultural resources (within the last five years). The first of these studies was performed by Dudek in 2016 for the SEWRF Upgrades Project in support of the Final MND. The second study was performed by HELIX in 2019

for the Addendum 1 to the Final MND. The third study was performed by HELIX in 2015 for the nearby San Elijo Land Outfall Replacement Project. As such, an analysis of the potential for impacts to cultural resources was accomplished without additional field survey based on the results of these recent previous studies.

The study performed by Dudek for the Final MND included an intensive pedestrian field of the entire area of the SEWRF. This survey included the area of the SEWRF proposed for the new solar array field in the current Revised Project. The results from the Dudek survey were negative for cultural resources in this area of the SEWRF. Contact with the Native American Heritage Commission (NAHC) for a Sacred Lands File (SLF) search and subsequent outreach letters sent to Native American representatives and interested parties identified by the NAHC resulted in no specific sacred site concerns related to the proposed project as analyzed in the Final MND. The 2019 study performed by HELIX included field surveys of expanded areas resulting from the upgrades proposed in the first addendum that were beyond the SEWRF boundary surveyed by Dudek for the Final MND. These expanded areas included a portion of the proposed upgrades within the SEWRF driveway and intersection with Manchester Avenue. The NAHC was contacted for a SLF search and subsequent outreach letters were sent to Native American representatives and interested parties identified by the NAHC. This outreach resulted in no specific sacred site concerns related to the revised project area.

One previously recorded prehistoric archaeological site, CA-SDI-6850, has been documented in the vicinity of the proposed upgrades within the intersection within Manchester Avenue and the driveway into the San Elijo Lagoon Visitor's Center. A field survey conducted as part of the 2015 HELIX study did not observe evidence for the presence of the site. HELIX recommended a program of cultural resources monitoring during the Outfall Pipeline Replacement project in 2018, and the results were negative. As with the Approved Project, based on the general topographic suitability for this area to support archaeological resources, and considering the moderate density of prehistoric and historic-era resources in the surrounding vicinity, it is possible that unidentified archaeological resources (including remnants of site CA-SDI-6850) may still be present in the Revised Project APE. The potential for impacts to archaeological resources would not increase as a result of the Revised Project. Therefore, impacts to cultural and tribal cultural resources would remain potentially significant, and MM-CUL-1 described for the Approved Project would be implemented to reduce impacts to less than significant. No additional measures to avoid or minimize significant impacts to cultural and tribal cultural resources are warranted.

Therefore, the Revised Project is consistent with the impact conclusions for cultural and tribal resources described in the Final MND.

Paleontological Resources

Similar to the Approved Project, the Revised Project components would occur in mostly developed or disturbed areas. As with the Approved Project, there is potential to encounter unknown paleontological resources during ground disturbing activities for the Revised Project components. Therefore, impacts to paleontological resources resulting from the Revised Project would be potentially significant. This impact would be mitigated to less than significant through MM-CUL-2 as described in the Final MND. Therefore, the Revised Project is consistent with the impact conclusions for paleontological resources described in the Final MND.

Human Remains

As with cultural resources, the Revised Project would not result in new significant impacts to human remains due to the work area still occurring in the same general area, and as no human remains were identified in the areas previously tested for the Approved Project. Similar to the Approved Project, if human remains are encountered, compliance with California Health and Safety Code Section 7050.5. would be required. Therefore, impacts would remain less than significant, and the Revised Project is consistent with the impact conclusions for human remains described in the Final MND.

Conclusion

In summary, the Revised Project would not alter the conclusions of the Final MND, and no new or substantially increased significant cultural and tribal cultural resources impacts would occur.

Geology and Soils

Rupture of Known Earthquake Fault

Similar to the Approved Project, the Revised Project is not located within an Alquist-Priolo earthquake fault zone. The purpose of the Alquist-Priolo earthquake fault zones is to prohibit the location of structures on the traces of active faults, thereby mitigating potential damage due to fault surface rupture. Although the project site is not associated with an Alquist-Priolo earthquake fault zone, the Revised Project components would be built in compliance with the California Building Code. Therefore, impacts would be less than significant, and the Revised Project is consistent with the impact conclusions for rupture of a known earthquake fault described in the Final MND.

Strong Seismic Ground Shaking

Similar to the Approved Project, the Revised Project is located within seismically active Southern California and thus may be subject to strong ground motion from seismic activity, due to the seismic activity of the region and proximity to the Newport-Inglewood-Rose Canyon Fault Zone. However, the Revised Project components would be built in compliance with the California Building Code. Therefore, impacts would be less than significant, and the Revised Project is consistent with the impact conclusions for strong seismic ground shaking described in the Final MND.

Liquefaction

According to Figure 4.5-2 of the Environmental Assessment for the 2013-2021 Housing Element Update for the City of Encinitas, the project site is not located within a liquefaction zone, and is in the lower peak ground acceleration tier that is considered a low liquefaction risk (City 2018). In addition, the Revised Project components would be constructed in compliance with the California Building Code to minimize liquefaction risk. Therefore, impacts would be less than significant, and the Revised Project is consistent with the impact conclusions for liquefaction described in the Final MND.

Landslides

According to the California Department of Conservation Seismic Hazard Zones Maps for the Encinitas Quadrangle (Department of Conservation 1986), the majority of the project site is located in Landslide Susceptibility Area 1 (least susceptible), with the westernmost portion of the site and the hillside to the

west being in Landslide Susceptibility Area 3 (generally susceptible). There is no known occurrence of seismically induced landslides within or surrounding the project area (Department of Conservation 1986). In addition, the Revised Project components would be constructed in compliance with the California Building Code to reduce potential landslide hazards. Therefore, impacts would be less than significant and the Revised Project is consistent with the impact conclusions for landslides described in the Final MND.

Soil Erosion

During construction of the Revised Project components, soil erosion and loss of topsoil could occur through the transport of these materials through runoff, wind transport, and vehicle movement. As with the Approved Project, completion of a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Statewide Construction General Permit would be required for construction of the Revised Project. This requires implementation of water quality BMPs to ensure that water quality standards are met, and that stormwater runoff from the construction work areas does not cause degradation of water quality in receiving water bodies. Some of these BMPs include use of silt screening or fiber filtration rolls, appropriate handling and disposal of contaminants, fertilizer and pesticide application restrictions, litter control and pick up, and vehicle and equipment repair and maintenance in designated areas. With implementation of SWPPP requirements, impacts from soil erosion would be less than significant, and the Revised Project is consistent with the findings for soil erosion described in the Final MND.

Unstable Geologic Units and Soil

As stated above, there is no known occurrence of seismically induced landslides or unstable geologic units and soil within or surrounding the project area, and the project is not in a liquefaction zone. In addition, similar to the Approved Project, the Revised Project would be constructed in compliance with the California Building Code to minimize impacts from unstable geologic units and soil. Therefore, impacts from unstable geologic units and soil would be less than significant, and the Revised Project is consistent with the findings for soil erosion described in the Final MND.

Expansive Soil

As stated in the Final MND, the SEWRF area has no known occurrences or identification of expansive soils within the site. In addition, the Revised Project would be constructed in compliance with the California Building Code to minimize impacts from expansive soil. Therefore, impacts from expansive would be less than significant, and the Revised Project is consistent with the findings for expansive soil described in the Final MND.

Wastewater Disposal Systems

Similar to the Approved Project, the Revised Project does not include disposal of wastewater in soils. Therefore, no impacts would occur, and the Revised Project is consistent with the impact conclusions for wastewater disposal systems described in the Final MND.

Greenhouse Gas Emissions

Greenhouse Gas Emissions

Construction

As discussed under Air Quality, construction emissions generated by the Revised Project would not be greater than those previously estimated for the Approved Project. Therefore, the CalEEMod emissions modeled for the Approved Project conservatively represent emissions generated by the Revised Project.

Similar to the Approved Project, the Revised Project would generate GHG emissions during construction. CalEEMod estimates construction emissions for each year of construction activity based on the annual construction equipment profile and other factors as needed to complete all phases of construction by the target completion year. As such, each year of construction activity has varying quantities of GHG emissions. Construction GHG emissions are generated by vehicle exhaust from off-road construction equipment, on-road hauling trucks, and worker commuting trips.

The estimated construction GHG emissions for the Revised Project are shown in Table 3, *Total Construction Greenhouse Gas Emissions*. As recommended by the County, construction emissions may be amortized over the operational lifetime of the project, which can conservatively be estimated at 20 years. Therefore, as shown in Table 3, total construction GHG emissions would generate 481.27 metric tons (MT) CO₂e, resulting in approximately 24.06 MT CO₂e per year.

Table 3
TOTAL CONSTRUCTION GREENHOUSE GAS EMISSIONS

| Construction Year | Total CO ₂ e (Metric Tons) |
|--|--|
| 2019 | 145.73 |
| 2020 | 122.29 |
| <i>Proposed Project Total Emissions¹</i> | <i>268.02</i> |
| Total Emissions Reported in the Final MND ² | 213.25 |
| <i>Revised Total Construction Emissions³</i> | <i>481.27</i> |
| <i>Amortized Construction Emissions⁴</i> | <i>24.06</i> |

¹ Proposed Project Emissions (CalEEMod)

² Previously Reported MND Emissions (SEJPA 2016; Page 57, Table 3.7-1)

³ Totals may not sum due to rounding

⁴ Amortized over 20 years per County guidance (County 2015)

Operation

Table 4, *Total Operational Greenhouse Gas Emissions*, includes the total annual emissions representative of the Revised Project. The emissions include the amortized annual construction emissions previously anticipated for the Approved Project. As stated above and discussed in greater detail under Air Quality, the proposed modifications of the Revised Project would not change the previously estimated operational emissions. As shown in Table 4, the Revised Project would result in annual GHG emissions no greater than 122.11 MT CO₂e. Therefore, the total operational emissions would not exceed the 900 MT CO₂e per year screening threshold used in the Final MND and impacts would remain less than significant. The Revised Project is consistent with the impact conclusions for GHG emissions described in the Final MND.

Table 4
TOTAL OPERATIONAL GREENHOUSE GAS EMISSIONS

| Emissions | Total CO₂e (Metric Tons) |
|--|--|
| Total Operational Emissions Reported in the MND ¹ | 98.05 |
| New Amortized Construction Emissions | 24.06 |
| Total Operational Greenhouse Gas Emissions | 122.11 |
| <i>Screening Threshold²</i> | <i>900 MT CO₂e per year</i> |
| Significant Impact? | No |

¹ Previously Reported MND Emissions (SEJPA 2016; Page 58, Table 3.7-2)

² County 2015

Greenhouse Gas Plans

The Approved Project was determined to be consistent with the following applicable GHG plans and policies: City of Encinitas Climate Action Plan; California Air Resources Board (CARB) Scoping Plan; Executive Order B-30-15, and SANDAG's Regional Transportation Plan/Sustainable Communities Strategy. As the Approved Project would not increase GHG emissions above thresholds (e.g., the 900 MT CO₂e threshold) and would be consistent with zoning and land use designations, the Approved Project was considered to be consistent with these plans. Similarly, the Revised Project also would not increase emissions above applicable thresholds, as shown in Table 4, and also would be consistent with the zoning and land use designations of the project site. Therefore, impacts resulting from the Revised Project to the aforementioned GHG plans would be less than significant and would be consistent with the impact conclusions for GHG plans described in the Final MND.

Conclusion

In summary, the Revised Project would not alter the conclusions of the Final MND, and no new or substantially increased GHG impacts would occur.

Hydrology and Water Quality

Water Quality Standards

Similar to the Approved Project, the Revised Project would involve ground-disturbing activities for grading and excavation that could result in sediment discharge in stormwater runoff. In addition, construction would involve the use of oil, lubricants, and other chemicals that could be discharged from leaks or accidental spills. As with the Approved Project, the Revised Project would implement a SWPPP during construction that would implement water quality BMPs (e.g., silt screens, fiber rolls, litter control, etc.) to ensure water quality standards are met. Therefore, impacts would be less than significant, and the impact conclusions for water quality described in the Final MND are consistent with those of the Revised Project.

Groundwater Supplies

A small portion of the intersection improvements would convert a pervious land cover to an impervious land cover. Similar to the Approved Project, the additional areas of impervious land cover would result in less stormwater infiltration in these specific locations; however, the reduction in groundwater recharge due to the increase in impervious surfaces would not be substantial. As such, the Revised

Project would not significantly change groundwater quantities or result in substantial losses to groundwater recharge capability, and impacts would be less than significant. The impact conclusions for groundwater supplies described in the Final MND are consistent with those of the Revised Project.

Erosion

Construction of the intersection improvements and solar field would convert a small portion of pervious land cover to an impervious land cover, but this would not significantly alter the existing drainage pattern of the site. During construction, a SWPPP would implement stormwater BMPs to ensure that substantial erosion or siltation would not occur on- or off-site. During operation, rainwater would be collected by existing storm drain facilities to ensure substantial erosion or siltation would not occur on- or off-site. Therefore, through implementation of a SWPPP and project design, impacts would be less than significant. The impact conclusions for erosion from drainage alteration described in the Final MND are consistent with those of the Revised Project.

Runoff

Construction of the Revised Project would not significantly alter the existing drainage pattern of the site through construction of new impervious surfaces. During construction, a SWPPP would implement stormwater BMPs to ensure a substantial increase in runoff would not occur on- or off-site. During operation, water would be collected via the existing storm drain. As with the Approved Project, the Revised Project would be required to implement pertinent regulations and conditions such as the Water Quality Control Plan (WQCP) for the San Diego Basin and the Municipal Storm Water Permit (Regional MS4 Permit) to ensure a substantial increase in runoff would not occur on- or off-site. Therefore, through implementation of a SWPPP, compliance with the WQCP for the San Diego Basin and the Regional MS4 Permit, and project design, impacts would be less than significant. The impact conclusions for runoff from drainage alteration described in the Final MND are consistent with those of the Revised Project.

100-year Flood Hazard Areas

As with the Approved Project, the Revised Project would not include structures or housing within a 100-year flood hazard area. No impacts would occur, and the impact conclusions for flood areas described in the Final MND are consistent with those of the Revised Project.

Levee or Dam Failure

As with the Approved Project, the Revised Project would not be located in an area that would have the potential to be flooded as a result of levee or dam failure. No impacts would occur, and the impact conclusions for levee and dam failure as described in the Final MND are consistent with those of the Revised Project.

Seiche, Tsunami, or Mudflow Hazards

As with the Approved Project, the Revised Project would not be located in an area susceptible to seiche or tsunami hazards. No impacts would occur, and the impact conclusions for seiche, tsunami, and mudflow hazards as described in the Final MND are consistent with those of the Revised Project.

Conclusion

In summary, the Revised Project would not alter the conclusions of the Final MND. No new significant hydrology and water quality impacts would occur, nor would the severity of previously identified significant impacts be increased.

Noise

Permanent Increase in Noise

The proposed modifications of the Revised Project do not include components that would generate substantial noise. Therefore, permanent noise impacts would remain less than significant, and the impact conclusions for noise described in the Final MND are consistent with those of the Revised Project.

Temporary Increase in Noise

Similar to the Approved Project, temporary noise would be created during construction of the Revised Project from heavy construction machinery such as a large bulldozer. Construction of the intersection improvements would occur within 175 feet of the closest residences to the west. As discussed in the First Addendum, the modeled noise levels at the nearest residences would be 71.7 A-weighted decibels (dBA) one-hour equivalent (L_{EQ}) (with a conservative assumption that equipment would all be operating at the closest distance to the nearest residences to the west at the same time), which would be below the 75-dBA threshold for the City of Encinitas. In addition, the Revised Project would implement the construction BMPs listed on pages 72 and 73 of the Final MND. Therefore, construction noise impacts would remain less than significant, and the impact conclusions for construction noise described in the Final MND are consistent with those of the Revised Project.

Vibration

Similar to the Approved Project, vibration would be created during construction of the Revised Project from heavy construction machinery such as large bulldozer. The Final MND analyzed a bulldozer at a distance of 200 feet, resulting in a vibration level of 0.004 Peak Particle Velocity (PPV) inch per second (IPS), well below the Federal Transit Administration threshold of 0.20 PPV IPS. Revised Project construction would occur slightly closer to nearby residences to the west, at a distance of 175 feet. At this distance, vibration levels from a bulldozer would be approximately 0.005 PPV IPS, also well below the Federal Transit Administration threshold of 0.20 PPV IPS. Therefore, vibration impacts would remain less than significant, and the impact conclusions for vibration described in the Final MND are consistent with those of the Revised Project.

Airport Noise

The Revised Project components are located approximately 7.4 miles south of the nearest airport (McClellan-Palomar Airport) and are not located within the vicinity of a private airstrip. No impacts would occur, and the impact conclusions for airport noise described in the Final MND are consistent with those of the Revised Project.

Conclusion

In summary, the Revised Project would not alter the conclusions of the Final MND. No new significant noise impacts would occur, nor would the severity of previously identified significant impacts be increased.

Transportation and Traffic

Circulation System Effectiveness

Similar to the Approved Project, the majority of traffic impacts associated with the Revised Project would be limited to temporary construction impacts due to associated construction vehicles entering and exiting SEWRF from Manchester Avenue. As discussed under Air Quality, the construction assumptions utilized in the analysis of the Approved Project would remain applicable for the Revised Project—the only difference is that the construction start date has been delayed. Therefore, the analysis contained in the Addendum to the Air Quality and Greenhouse Gas Emissions Impact Assessment (HELIX 2018) is conservatively representative of the Revised Project. Based on that previous analysis, construction traffic would peak with 23 daily trips during the lighting, fencing, and landscaping phase, which would be a negligible addition to traffic on Manchester Avenue. The majority of construction would occur within the SEWRF property, with the potential for short-term lane closures at Manchester Avenue. This work would be temporary, and would not be anticipated to have a substantial effect on the roadway's Level of Service (LOS).

Operation of the traffic signals would improve pedestrian safety and traffic circulation, but may require additional stoppage for vehicles on the street. However, this would not impact the LOS operation of the roadway.

Therefore, traffic circulation impacts would remain less than significant, and the impact conclusions for traffic circulation described in the Final MND are consistent with those of the Revised Project.

Congestion Management Plans

As described above under *Circulation System Effectiveness*, the Revised Project would not have a significant impact on the effectiveness of the circulation system. Therefore, similar to the Approved Project, the Revised Project would not have a significant impact on congestion management plans. The less-than-significant impact conclusion for congestion management programs described in the Final MND are consistent with those of the Revised Project.

Air Traffic Hazards

The Revised Project components are located approximately 7.4 miles south of the nearest airport (McClellan-Palomar Airport) and are not located within the vicinity of a private airstrip. No impacts would occur, and the impact conclusions for air traffic hazards described in the Final MND are consistent with those of the Revised Project.

Traffic Design Hazards

The Revised Project would add a traffic signal at the Manchester Avenue and SEWRF facility intersection to improve pedestrian safety and traffic circulation. Therefore, through project design, no traffic design

hazards would result from the Revised Project components, and impacts would be less than significant. The impact conclusions for traffic design hazards described in the Final MND are consistent with those of the Revised Project.

Inadequate Emergency Access

Construction of the Manchester Avenue/SEWRF intersection improvements may result in short-term lane closures. This work would be temporary and at least one through lane would be maintained during the construction. Traffic control for this construction would be approved by the City. Therefore, impacts would not be significant, and the impact conclusions for emergency access described in the Final MND are consistent with those of the Revised Project.

Public Transit, Bicycle, or Pedestrian Facility Plans

Construction of the Manchester Avenue/SEWRF intersection improvements may temporarily interfere with existing bicycle and pedestrian facilities (e.g., sidewalks) on Manchester Avenue. This construction would be temporary, and connectivity along at least one side of the road would be maintained during construction. Construction of the improvements on Manchester Avenue would improve traffic circulation and optimize pedestrian access and safety. Therefore, no impacts would occur, and the impact conclusions for public transit, bicycle, and pedestrian facility plans described in the Final MND are consistent with those of the Revised Project.

Conclusion

In summary, the Revised Project would not alter the conclusions of the Final MND. No new significant transportation and traffic impacts would occur, nor would the severity of previously identified significant impacts be increased.

DETERMINATION

As discussed above, the Revised Project would not result in new significant impacts or a substantial increase in the severity of previously identified significant impacts. There have been no substantial changes that would require major revisions to the Final MND due to new significant environmental effects or a substantial increase in the severity of previously identified significant effects. There have been no substantial changes to the circumstances regarding the Revised Project that would require revisions to the Final MND due to new significant environmental effects or a substantial increase in the severity of previously identified significant effects. There is no new information of substantial importance which shows that the Revised Project would have significant environmental effects either not discussed or that would be substantially more severe than discussed in the Final MND. Additionally, there have been no mitigation measures or alternatives previously found not to be feasible that would in fact be feasible, nor are there measures or alternatives considerably different than those analyzed in the Final MND that would reduce identified significant impacts.

REFERENCES

City of Encinitas

2018 2013-2021 Housing Element Update. Environmental Assessment.

County of San Diego (County)

2019 Climate Action Plan.

2015 2015 GHG Guidance – Recommended Approach to Addressing Climate Change in CEQA Documents.

2007 Guidelines for Determining Significance and Report Format and Content Requirements – Air Quality.

Department of Conservation (California)

1986 Landslide Hazards in the Encinitas Quadrangle, San Diego County, California. Available at: ftp://ftp.consrv.ca.gov/pub/dmg/pubs/ofr/OFR_86-08/OFR_86-08.pdf

Dudek

2016 Final Mitigated Negative Declaration for the San Elijo Water Reclamation Facility Upgrades. April.

HELIX Environmental Planning, Inc

2019a Addendum to the Final Mitigated Negative Declaration for the San Elijo Water Reclamation Facility Upgrades. January.

2019b Supplement to the Addendum to the Air Quality and Greenhouse Gas Emissions Impact Assessment for the San Elijo Water Reclamation Facility Upgrades Project. August 14.

2019c Second Addendum to the Biological Resources Technical Report for the San Elijo Water Reclamation Facility Upgrades Project in the City of Encinitas. August 15.

2019d Cultural Resources Technical Letter Report for the San Elijo Water Reclamation Facility Upgrades Project in the City of Encinitas. August 14.

2018 Addendum to the Air Quality and Greenhouse Gas Emissions Impact Assessment for the San Elijo Water Reclamation Facility Upgrades Project. December 4.

Appendix A

Supplement to the Addendum to the
Air Quality and Greenhouse Gas
Emissions Impact Assessment

Memorandum

HELIX Environmental Planning, Inc.
7578 El Cajon Boulevard
La Mesa, CA 91942
619.462.1515 tel
619.462.0552 fax
www.helixepi.com



Date: August 9, 2019

To: Michael T. Thornton, P.E.
General Manager
San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff-by-the-Sea
California 92007-7077

From: Victor Ortiz, Senior Air Quality Specialist, HELIX Environmental Planning, Inc.

Subject: Supplement to the Addendum to the Air Quality and Greenhouse Gas Emissions Impact Assessment for the San Elijo Water Reclamation Facility Upgrades Project

HELIX Proj. No.: KHA-37

Message:

Since the completion of the December 20, 2018 *Addendum to the Air Quality and Greenhouse Gas Emissions Impact Assessment for the San Elijo Water Reclamation Facility Upgrades Project* (Addendum), the project description has been revised to replace the previously proposed pedestrian-activated traffic control device with a signalized intersection at Manchester Avenue and the facility's driveway. Based on construction information provided by the design team, this change does not affect the assumed construction phasing duration, phasing sequencing, or equipment described in Tables 1 and 2 of the Addendum¹. The delays experienced by the project planning process have, however, delayed the overall construction start date, previously assumed to be August 1, 2019. As described in the Addendum,

The quantity, duration, and the intensity of construction activity influence the amount of construction emissions and their related pollutant concentrations that occur at any one time. As such, the emission forecasts provided herein reflect a specific set of conservative assumptions based on the expected construction scenario wherein a relatively large amount of construction is occurring in a relatively intensive manner. Because of this conservative assumption, actual emissions could be less than those forecasted. If construction is delayed or occurs over a longer time period, emissions could be reduced because of (1) a more modern and cleaner-burning construction equipment fleet mix than incorporated in the CalEEMod, and/or (2) a less intensive buildout schedule (i.e., fewer daily emissions occurring over a longer time interval).

The changes to the project description and delay to the construction schedule would not result in any increase to the previously reported construction emission estimates and impacts would remain less than significant.

¹ San Elijo Joint Powers Authority (SEJPA). 2019. Phone call July 22 regarding PCL Construction methods, equipment, and schedule.

Appendix B

Second Addendum to the
Biological Resources Technical Report

August 15, 2019

KHA-37

Michael T. Thornton, P.E.
General Manager
San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff-by-the-Sea, CA 92007-7077

Subject: Second Addendum to Biological Resources Technical Report for the San Elijo Water Reclamation Facility Upgrades Project in the City of Encinitas

Dear Mr. Thornton:

HELIX Environmental Planning, Inc. (HELIX) has prepared this biological resources letter report in support of the second addendum to the Final Mitigated Negative Declaration (MND) for the San Elijo Water Reclamation Facility Upgrades Project, proposed by the San Elijo Joint Powers Authority (SEJPA; Dudek 2016).

The project analyzed in the Final MND included various upgrades, rehabilitations, and replacements for components of the San Elijo Water Reclamation Facility (SEWRF) located in Cardiff-by-the-Sea in the City of Encinitas, California. The first addendum to the MND addressed project modifications, including a proposed shared-use trail, intersection improvements at Manchester Avenue, and general solar field relocation, with an anticipated construction start date of August 2019. These modifications, as well as the other improvements originally proposed in the Final MND, are herein referred to as the Approved Project. This updated analysis was prepared to address proposed modifications to the Approved Project, including additional information on the solar field in the southeastern portion of the SEWRF site and a redesign of SEWRF frontage and intersection improvements at Manchester Avenue. The Approved Project with these proposed modifications is herein referred to as the Revised Project.

HELIX assessed the potential impacts on biological resources associated with the construction and operation of the Revised Project. The findings of this assessment support the determination that no new significant adverse impacts would occur as a result of the Revised Project that were not already identified, analyzed, and assigned mitigation in the Final MND and associated biological resources technical report. The assessment further found that the Revised Project would require a modification to the previously identified mitigation measures MM-BIO-1 and MM-BIO-3, which is discussed in greater detail below. This letter summarizes the findings for biological resources.

PROJECT LOCATION

The Revised Project occurs within and immediately adjacent to SEJPA's SEWRF located at 2965 Manchester Avenue in the City of Encinitas, California. The site is generally located north of the San Elijo Lagoon, south of Birmingham Drive, east of the Pacific Ocean, and west of Interstate 5 (I-5) (Figure 1). The site is situated within Township 13 South, Range 4 West, Sections 26 and 27 of the Encinitas U.S. Geological Survey (USGS) topographic quadrangle map (Figure 2). The site occurs within Assessor's Parcel Number (APN) 261-010-1302, mostly within existing disturbed and developed portions of the SEWRF, its driveway intersection with Manchester Avenue, and the San Elijo Lagoon Visitor's Center driveway intersection with Manchester Avenue (Figure 3).

PROJECT DESCRIPTION

Only those components that represent changes to the Approved Project are addressed in this analysis, which include: (1) additional information regarding the proposed solar field in the southeastern portion of the SEWRF property; and (2) redesign of SEWRF entrance improvements along Manchester Avenue. In addition and specific to biological resources, this analysis confirms the location of SEWRF driveway and Manchester Avenue intersection improvements to be restricted within existing disturbed and developed land where they occur within an existing buffer for off-site wetland resources.

The proposed solar field would be located in the southeastern corner of the SEWRF site and would consist of ground-mounted solar photovoltaic (PV) panels within areas cleared of vegetation and adjacent to existing water treatment infrastructure. The southern end of the proposed solar fields is adjacent to a stand of acacia (*Acacia* sp.) trees (i.e., non-native vegetation) that would provide a visual screen of the SEWRF for the residential neighborhood to the south. The solar field would consist of an array of typical ground-mounted solar PV panels and associated mounting supports. These types of solar panels are low-profile and not highly reflective.

Proposed frontage improvements would include a traffic signal and surface improvements within Manchester Avenue public right-of-way to facilitate pedestrian crossing of the SEWRF driveway and Manchester Avenue as well as to incorporate green street features. The traffic signal would include the following components:

- Fully-actuated traffic signal with virtual detection (cameras) on each intersection leg;
- Signal masts with intersection safety lighting; and
- "Traffic Signal Ahead" signs with solar-powered beacons at both intersection approaches along Manchester Avenue.

Proposed surface improvements would include:

- Curb and gutter along the frontage of the SEWRF from the westerly property line to the west side of the SEWRF's entrance driveway;

- Americans with Disabilities Act (ADA)-compliant pedestrian ramps, high-visibility crosswalks, and pedestrian signals within the public right-of-way to cross the SEWRF driveway and to cross Manchester Avenue at the east side of the driveway;
- Curb, gutter, sidewalk and ADA-compliant directional pedestrian ramps at the east side of the SEWRF's driveway and at the east side of the entrance to the San Elijo Lagoon Ecological Reserve and Regional Park and Nature Center on the south side of Manchester Avenue;
- New asphalt concrete (AC) paving between the existing AC paving and the new curb and gutter and within the SEWRF's entrance;
- A biofiltration basin along the SEWRF frontage to detain and treat roadway runoff and urban runoff that enters the SEWRF site from the west; and
- Removal of an existing grated inlet near the northwest corner of the intersection, extension of an existing storm drain pipe, and construction of a new inlet structure to serve the biofiltration basin and to remove tributary storm water runoff from the roadway via curb cuts that is not diverted to the biofiltration basin.

METHODS

HELIX Biologist Amy Mattson conducted a nesting bird and general biological survey at the site on June 20, 2019. Ms. Mattson surveyed the site looking for nesting birds and special status plants, animals, and vegetation communities. Ms. Mattson also referred to aerial imagery of the site (Google Earth 2019); previous biological resources data (Dudek 2016); and online databases such as California Natural Diversity Database (CNDDDB), California Native Plant Society, and California Department of Fish and Wildlife (CDFW) for any new observations of special status species in the direct vicinity of the site (CDFW 2018; CDFW 2019; CNPS 2018). Ms. Mattson was able to verify that conditions had not changed since those reported in the Final MND (Dudek 2016), with the exception of weed abatement areas in the eastern corner of the SEWRF.

EXISTING CONDITIONS SUMMARY

The SEWRF was originally built in 1965 and has been owned and operated by SEJPA since that time. The original plant provided primary wastewater treatment only. The plant has evolved over the years to meet the needs of the growing community and changing environmental regulations. The SEWRF site has been developed in its current condition and configuration for 24 years. The plant currently processes wastewater and some storm water, and serves a water reclamation function for the surrounding communities, and processes up to 5.25 million gallons of water per day. Most of the SEWRF property is comprised of developed land and highly disturbed areas that are regularly maintained and characterized by bare earth, non-native ruderal (weedy) vegetation, and facility landscaping. The SEWRF is located within high fire hazard areas and as such the SEJPA manages the fire threat through annual weed abatement vegetation trimming activities. Weed abatement in the eastern side of the SEWRF was most recently conducted in June 2019. Vegetation removed included a stand of non-native vegetation (primarily acacia shrubs), an area comprised of non-native grasses and herbaceous weeds, and a small strip of native shrubs intermixed with weeds that were along the southern fence line. The steep slopes located in the extreme western portion of the SEWRF property contain pockets of native Diegan coastal

sage scrub (DCSS) that are intermixed with non-native ornamental escapees from the local area. Riparian habitat occurs off site further to the southeast of the SEWRF property, as does riparian, wetland, and coastal saltmarsh habitat associated with the San Elijo Lagoon off site further to the south. A brief summary of the existing biological conditions within the Revised Project study area (i.e., the anticipated footprints associated with the project modifications, including the solar field and the SEWRF frontage improvements at Manchester Avenue) is included below.

Diegan Coastal Sage Scrub

DCSS is one of the two major vegetation communities, dominated by shrubs, that occur in southern California, occupying xeric sites characterized by shallow soils (the other is chaparral). DCSS may be dominated by a variety of species depending upon soil type, slope, and aspect. Typical species found within DCSS include California sagebrush (*Artemisia californica*), California buckwheat (*Eriogonum fasciculatum*), laurel sumac (*Malosma laurina*), lemonadeberry (*Rhus integrifolia*), white sage (*Salvia apiana*), and black sage (*Salvia mellifera*).

There is no DCSS in the Revised Project study area. A few native shrubs remained along the SEWRF fence line in June 2019 and these were removed during weed abatement required for fire hazard management. DCSS species observed west of the project site on the western slope include laurel sumac, black sage, California sagebrush, California buckwheat, and lemonadeberry. These species are intermixed with several non-native ornamental and invasive species.

The DCSS west of the project site is relatively dense and situated on a steep, east-facing slope. Based on studies completed to date, the DCSS is not likely to support any special status plant species and has a low-to-moderate potential to support several special status wildlife species. Database records exist for the coastal California gnatcatcher off-site and nearby in association with better quality stands around San Elijo Lagoon and adjacent habitat. Due to the abundance of non-native plant species and absence of special-status species during survey efforts, the DCSS does not meet the criteria to be considered Environmentally Sensitive Area under Section 30107.5 of the Coastal Act, although it does provide biological functions and values. As part of Coastal Development Permit (CDP) #6-89-284 some of this area has been placed into an open space conservation easement and, as part of the Approved Project trail component, SEJPA has obtained an amendment to this CDP from the California Coastal Commission to provide for a superior configuration of the easement.

Non-Native Vegetation

Non-native vegetation includes areas dominated by non-native plant species. These areas include stands of ornamental landscaping or groups of non-natives that have escaped and recruited into native areas. Dominant non-native species observed within the project area include eucalyptus (*Eucalyptus* sp.), Canary Island date palm (*Phoenix canariensis*), acacia (*Acacia retinodes*), ice plant (*Carpobrotus edulis*), castor bean (*Ricinus communis*), tree tobacco (*Nicotiana glauca*), and Mission cactus (*Opuntia ficus-indica*). Acacia was the dominant non-native species observed within the Revised Project study area. A small stand remains near the southern fence line.

Disturbed Habitat

Disturbed habitat includes areas with ground surface disturbance, where a soil substrate is retained. Where vegetation is present, it supports an assemblage of almost exclusively non-native, weedy, upland species that colonize after disturbance. Disturbed habitat occurs within the SEWRF in areas that are maintained and used by SEJPA during ongoing operations. Where vegetation is present, species observed include acacia, star thistle (*Centaurea melitensis*), ice plant, castor bean, tree tobacco, wild cucumber (*Marah macrocarpa*), and Russian thistle (*Salsola tragus*). Scattered and isolated natives observed include species such as California buckwheat and coastal prickly pear (*Opuntia littoralis*). Within the footprint of the solar field, disturbed habitat is dominated by non-native grasses and herbaceous weeds.

Developed Land

Developed land includes areas where there is a permanent alteration to the land due to development and other significant disturbances. Developed land may include areas supporting ornamental landscaping. Within the project area, developed land includes existing graded, paved, concrete lined, and landscaped areas within the SEWRF. Ornamental trees, shrubs, and turf grasses present in landscaped areas are also considered developed. Within the Revised Project study area, Manchester Avenue and adjacent areas are developed land.

Jurisdictional Resources

An existing concrete-lined flood control channel runs north-south on the west side of the SEWRF. The trapezoidal-shaped channel is entirely lined with concrete and devoid of vegetation and sediment. The channel has been utilized for flood control purposes and conveyance of run-on through the SEWRF for decades. The flood control channel has downstream connectivity to the San Elijo Lagoon, and as such, represents non-wetland waters of the U.S./State subject to the regulatory jurisdiction of the U.S. Army Corps of Engineers (USACE) and Regional Water Quality Control Board (RWQCB), and concrete streambed subject to the regulatory jurisdiction of the CDFW. The Revised Project study area does not occur within or adjacent to this channel. The concrete-lined channel was subject of recent permitted activities as part of SEJPA's land outfall replacement project. In addition, the channel was subject of recent permits and approvals issued by the USACE, RWQCB, and CDFW for trail components associated with the Approved Project.

PROJECT IMPACTS SIGNIFICANCE AND PROPOSED MITIGATION

Potential impacts related to the Revised Project are described below.

Direct Impacts

No new significant or adverse direct impacts are identified for the Revised Project compared to those analyzed for the Approved Project in the first addendum and Final MND. Implementation of the mitigation measures identified in the Final MND would ensure that potential significant direct impacts are reduced to less than significant levels.

Indirect Impacts

As with the direct impacts, no new significant or adverse indirect impacts are identified for the Revised Project compared to those analyzed in the first addendum and Final MND. Implementation of the mitigation measures identified in the Final MND would ensure that potential significant indirect impacts are also reduced to less than significant levels.

Impact Significance Analysis

This section discussed how the potential direct and indirect significant impacts of the Revised Project would be mitigated with implementation of relevant mitigation measures from the Final MND (Dudek 2016).

Threshold BIO-1

Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate sensitive, or special-status species in local or regional plans, policies, or regulations, or by the CDFW or United States Fish and Wildlife Service (USFWS)?

Plant Species

None of the special-status plant species analyzed in the Final MND have the potential to occur within the Revised Project study area. Impacts would be restricted to developed land, disturbed habitat (i.e., ruderal and weedy areas), and non-native vegetation. The four Torrey pines (*Pinus torreyana* ssp. *torreyana*; CRPR 1B.2) that are present on the SEWRF site would be avoided by the Revised Project. If the appropriate avoidance and minimization measures are not implemented during construction, potential significant indirect impacts could occur to native habitat areas located off site and downstream of the revised project. The potential significant indirect impacts would be mitigated to less than significant levels with the implementation of the following mitigation measures from the Final MND: MM-BIO-1, MM-BIO-2, MM-BIO-3, and MM-BIO-5.

Animal Species

As with plant species, none of the special-status animal species analyzed in the Final MND have the potential to occur within the Revised Project study area. Impacts would be restricted to developed land, disturbed habitat (i.e., ruderal and weedy areas), and areas dominated by non-native vegetation that lack suitable habitat for special-status animals. As such, no direct impacts would occur to special-status animal species.

The coastal California gnatcatcher, a federally-threatened species and state species of special concern, is not expected to use the non-native vegetation, disturbed habitat, and developed areas in and adjacent to the Revised Project study area, but could use off-site DCSS located on portions of the steep slopes to the west and within 500 feet of construction areas. Designated critical habitat for the coastal California gnatcatcher overlays disturbed and developed land in the eastern portions of the SEWRF, but does not support any DCSS habitat or the primary constituent elements of gnatcatcher critical habitat. The area is dominated by dense acacia and other non-native plant species. A few isolated native plant species were observed along the perimeter fence for the I-5 Caltrans right-of-way and intermixed as one or two

shrubs amongst the acacia and other non-native vegetation, but the isolated plants do not by themselves constitute DCSS or any other native habitat type. One of the Revised Project components, the solar field, is proposed in the critical habitat overlay area. However, due to the fact that this overlay area does not support DCSS habitat or the primarily constituent elements for gnatcatcher critical habitat, no adverse impacts or modification to the critical habitat overlay would occur. Mitigation measure MM-BIO-3 from the Final MND requires that the critical habitat be delineated by the project biologist and all structures be constructed outside of the delineated area as a means to avoid impacts to the listed coastal California gnatcatcher. However, due to the conditions of the critical habitat area within the SEWRF property (i.e., lack of suitable habitat to support the coastal California gnatcatcher), this measure is no longer applicable. Mitigation measure MM-BIO-3 is proposed to be revised to remove this specific avoidance measures as follows:

MM-BIO-3: Species Avoidance Measures

Torrey Pines

There are four Torrey pines on the project site. Prior to finalizing construction drawings, the trees and dripline shall be delineated by the project biologist. At a minimum, all structures shall be constructed no closer than 5 feet outside the dripline of the tree. The location of the trees, the trees' dripline, and 5-foot buffer around the trees' dripline shall be included on the construction drawings and demarcated in the field prior to on-site grading and construction activities.

California Sagebrush Alliance

There is a patch of Californian sagebrush alliance on the project site. Prior to finalizing construction drawings, the California sagebrush alliance shall be delineated by the project biologist, and all structures will be constructed outside of the delineated area. The location of the California sagebrush alliance will be included on the construction drawings and demarcated in the field prior to on-site grading and construction activities.

~~*Federally Designated Critical Habitat for Coastal California Gnatcatcher*~~

~~There are approximate 4 acres of federally designated critical habitat for coastal California gnatcatcher on the east side of the project site (see Appendix B). Prior to finalizing construction drawings, the critical habitat shall be delineated by the project biologist and all structures shall be constructed outside of the delineated area. The location of the critical habitat shall be included on the construction drawings and demarcated in the field prior to on-site grading and construction activities.~~

Similarly, mitigation measure MM-BIO-1 requires environmental awareness training to include conditions associated with California gnatcatcher critical habitat within the SEWRF property. As with mitigation measure MM-BIO-3 described above, this component of the mitigation measure is no longer applicable due to the conditions of the critical habitat area within the SEWRF property (i.e., lack of suitable habitat to support the coastal California gnatcatcher). Therefore, mitigation measure MM-BIO-1 is proposed to be revised to remove this specific avoidance measures as follows:

MM-BIO-1: Environmental Awareness Training

Prior to the initiation of on-site grading and construction activities, the project biologist shall conduct a Worker Environmental Awareness Program (WEAP) with the contractor. The project biologist shall perform the following:

1. Provide the training materials for WEAP training. These materials shall include the measures and mitigation requirements for biological resources, the location of special-status resources, ~~including federally designated critical habitat for coastal California gnatcatcher~~, and designated work areas.
2. Copies of mitigation measures, and permits from resource agencies, if applicable, shall be made available by the project biologist.
3. Complete a timely review of construction schedules to ensure that timing/location of construction activities do not conflict with other measures or mitigation requirements (e.g., pre-construction nesting bird surveys).
4. Ensure that construction area boundary markers are placed to comply with applicable avoidance and/or buffer measure requirements, if necessary.

The least Bell's vireo (*Vireo bellii pusillus*), a federally- and state-endangered species, is identified as having potential to occur within off-site riparian habitat located to the southeast of the SEWRF. Potential significant indirect impacts could occur to the gnatcatcher and/or vireo and their habitat that occurs off site within 500 feet of construction areas. In addition, if operational lighting is not properly shielded and directed away from adjacent habitat areas that could support either species, the lighting could adversely affect breeding behaviors and other life history requirements of either species. These potential significant indirect impacts would be mitigated to less than significant levels with the implementation of the following mitigation measures from the Final MND: MM-BIO-1, MM-BIO-2, MM-BIO-3, MM-BIO-4, MM-BIO-5, MM-BIO-6, MM-BIO-7, MM-BIO-8, and MM-BIO-9. As noted above, implementation of the Revised Project proposes to revise mitigation measures MM-BIO-1 and MM-BIO-3.

Threshold BIO-2

Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the CDFW or USFWS?

No riparian habitat or other sensitive natural community occurs within the Revised Project study area. As discussed above, only a few native shrubs intermixed with weeds were present along the SEWRF eastern fence line and intermixed in isolated within the acacia-dominated vegetation during the June 2019 site visit. The previous study for the Final MND references a 0.3-acre patch of California sagebrush alliance on a *west-facing slope* on the site; however, the only California sagebrush alliance and DCSS confirmed in 2019 is on the *east-facing slope* in the western portions of the site. Review of Google Earth imagery from 2017 suggests that California sagebrush alliance may have occurred on the west-facing slope within the Caltrans I-5 right-of-way further to the east of the project site; however, this off-site area was evidently impacted in late 2017 as part of the I-5 corridor construction efforts and no longer

supports California sagebrush alliance or DCSS habitat. Thus, no direct impacts to riparian habitat or other sensitive natural community would occur as a result of the Revised Project.

If the appropriate avoidance and minimization measures are not implemented during construction, potential significant indirect impacts could occur to off-site DCSS and other off-site sensitive habitat located downstream in association with San Elijo Lagoon. These potential significant indirect impacts would be mitigated to less than significant levels with the implementation of the following mitigation measures from the Final MND: MM-BIO-1, MM-BIO-2, MM-BIO-3, and MM-BIO-5.

Threshold BIO-3

Would the project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No wetlands occur within the Revised Project study area; none are present within the SEWRF property. Therefore, no direct impacts to wetlands would occur. Wetlands do occur off site and adjacent to areas that will require improvements, including the frontage improvements at Manchester Avenue as part of the Revised Project and the driveway improvements at the SEWRF as part of the Approved Project. Wetlands within the Coastal Zone overlay in the City are protected by avoidance buffers that place restrictions on new development and disturbances that occur within the buffer areas. The Manchester Avenue and SEWRF driveway improvements occur within existing wetland buffers. However, as required, the improvements have been specifically designed to restrict all new development and disturbances to the existing disturbed and developed land associated with the Manchester Avenue right-of-way and SEWRF driveway, thereby avoiding any impact and preserving the biological integrity of the existing wetland buffers.

As with the Approved Project, if avoidance measures and BMPs are not implemented during construction, potential significant indirect impacts could occur during construction of the Revised Project to off-site sensitive habitat located downstream, including wetlands, associated with the San Elijo Lagoon. These potential significant indirect impacts would be mitigated to less than significant levels with the implementation of the following mitigation measures from the Final MND: MM-BIO-1, MM-BIO-2, MM-BIO-3, and MM-BIO-5.

Threshold BIO-4

Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

The SEWRF is currently fenced and does not serve as a wildlife corridor or habitat linkage. The SEWRF is surrounded to the north, east, and west, by residential development and the I-5 freeway. The location of the proposed solar field would not substantially interfere with the movement of any resident or migratory fish or wildlife species. The solar field is proposed in an area that is generally located to the east of the SEWRF on land comprised of disturbed habitat and non-native vegetation. Perimeter fencing currently exists around the SEWRF preventing wildlife from entering or leaving any native habitat

adjacent to the project area via the SEWRF. Therefore, the SEWRF, in its current condition, does not allow any mitigatory species to pass through the area.

The intersection improvements would occur in a developed area, in and near the intersection of the SEWRF driveway and Manchester Avenue. This developed location is not currently considered a wildlife corridor or nursery site for resident or migratory fish or other wildlife species, nor is suitable habitat present for resident fish species. The proposed upgrades will not change the intersection in a manner that would prevent the movement of fish or wildlife species through this area, as it is not currently a wildlife corridor.

The potential impacts on wildlife movement as a result of the proposed solar field and frontage improvements are less than significant. Nevertheless, implementation of mitigation measures MM-BIO-1 and MM-BIO-2 from the Final MND would further reduce project effects to wildlife.

Threshold BIO-5

Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy ordinance?

The Revised Project would not conflict with any local policies or ordinances protecting biological resources. The Revised Project has been designed to maintain consistency with the City's wetland buffer policies. Wetlands exist off site and adjacent to the Manchester Avenue intersection improvements component of the Revised Project and the SEWRF driveway component of the Approved Project. By way of their adjacency, these components occur within the buffers for these off-site resources. However, as required, the improvements have been specifically designed to restrict all new development and disturbances to the existing disturbed and developed land associated with the Manchester Avenue right-of-way and SEWRF driveway, thereby avoiding any impact and preserving the biological integrity of the existing wetland buffers. As with the Approved Project, if avoidance measures and BMPs are not implemented during construction, potential significant indirect impacts could occur during construction to the off-site wetlands and undeveloped buffer areas. These potential significant indirect impacts would be mitigated to less than significant levels with the implementation of the following mitigation measures from the Final MND: MM-BIO-1, MM-BIO-2, MM-BIO-3, and MM-BIO-5.

Threshold BIO-6

Would the project conflict with the provisions of an adopted HCP, NCCP, or other approved local, regional, or state HCP?

The Revised Project would not conflict with the provisions of such plans; no adopted plans apply to the Revised Project or SEJPA. The Revised Project does occur within the planning boundaries of the City's Draft Multiple Habitat Conservation Program (MHCP) Subarea Plan, which identifies a Hardline Focused Planning Area (FPA) occurring immediately west of the SEWRF. The Revised Project will have no impact on this draft FPA and would not conflict with the provisions or preclude the future adoption of the City's Draft MHCP Subarea Plan. The trail component of the Approved Project has been setback from the draft FPA area and has further received a CDP amendment from the California Coastal Commission to reconfigure the open space easement recorded over the slope within the FPA overlay in a superior manner. The amended easement configuration is biologically superior and would enhance the planned

FPA function in that it protects a more-contiguous habitat area. Further, mitigation measures MM-BIO-1, MM-BIO-2, MM-BIO-4, MM-BIO-5, and MM-BIO-7 would be implemented to ensure off-site biological resources of value, including those within the draft FPA overlay, are protected from indirect effects.

LEVEL OF SIGNIFICANCE AFTER MITIGATION

Implementation of mitigation measures MM-BIO-1 through MM-BIO-9 from the Final MND (Dudek 2016) would reduce potentially significant impacts of the Revised Project on biological resources to levels that are less than significant. As noted above, the Revised Project proposes to revise mitigation measures MM-BIO-1 and MM-BIO-3. No additional mitigation is required.

CONCLUSION

In conclusion, the findings of this assessment support the determination that no new significant adverse impacts would occur as a result of the Revised Project that were not already identified, analyzed, and assigned mitigation in the Final MND and associated biological resources technical report. With the implementation of mitigation measures MM-BIO-1 through MM-BIO-9 from the Final MND, potential significant impacts on biological resources resulting from the Revised Project would be reduced to a level of less than significant. As noted above, the Revised Project proposes to revise mitigation measures MM-BIO-1 and MM-BIO-3. No additional mitigation measures are required.

CLOSING

We appreciate the opportunity to provide you with this biological resources letter report. If you have any questions, please call me or Tim Belzman at (619) 462-1515.

Sincerely,



for

Amy Mattson
Biologist

Attachments:

- Figure 1: Regional Location
- Figure 2: USGS Topography
- Figure 3: Aerial Photograph

REFERENCES

Carollo. 2015. 2015 Facility Plan for the San Elijo Joint Power's Authority's San Elijo Water Reclamation Facility. April.

California Department of Fish and Wildlife (CDFW). 2019. California Natural Diversity Database. RareFind Version 5. August. <https://www.wildlife.ca.gov/Data/CNDDDB/Maps-and-Data>.

2018. Special Animals List. November.
<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=109406&inline>.

California Native Plant Society, Rare Plant Program. 2019. Inventory of Rare and Endangered Plants of California (online edition, v8-03 0.39). Website: <http://www.rareplants.cnps.org>. Accessed August 2019.

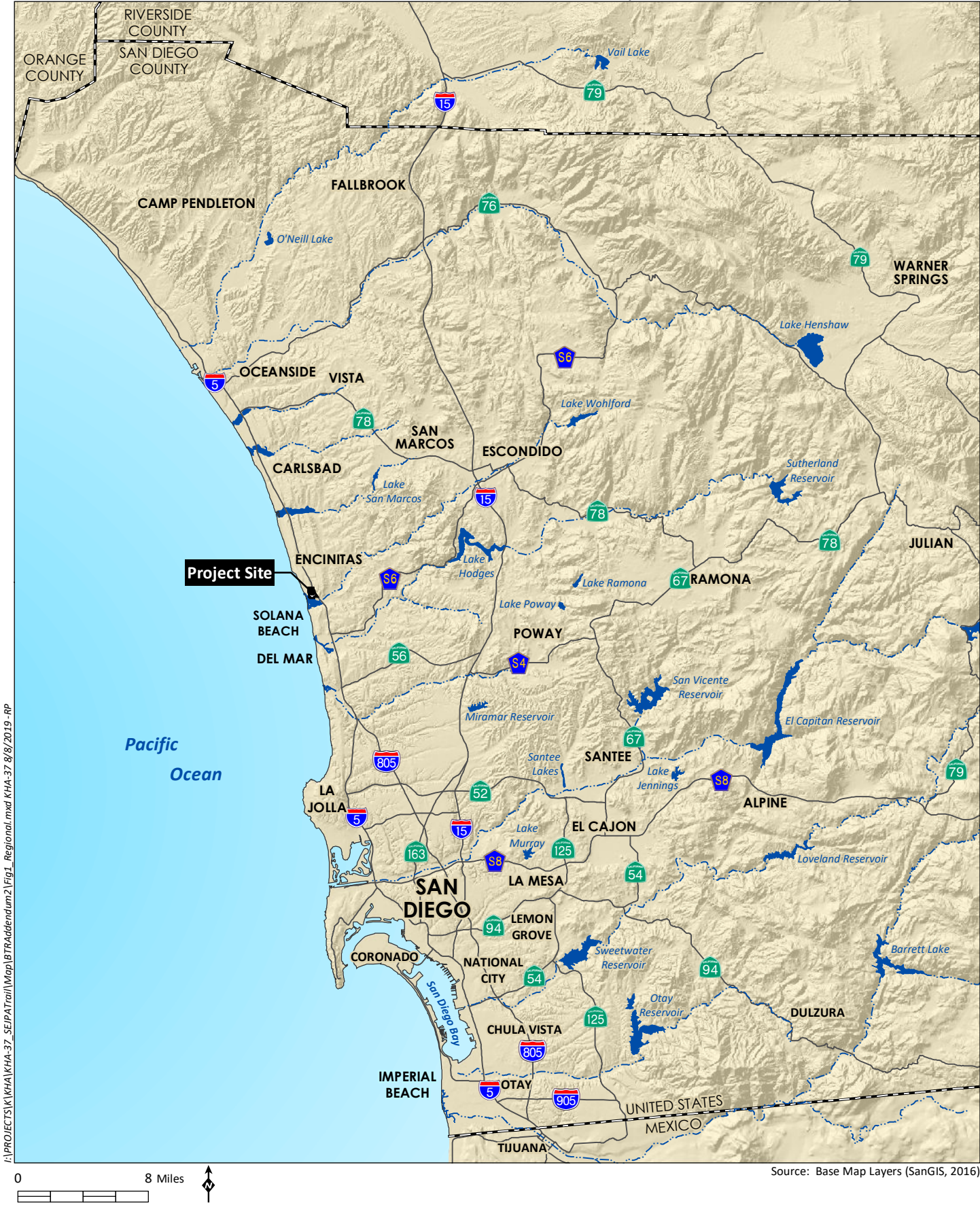
Dudek. 2016. Final Mitigated Negative Declaration for the San Elijo Water Reclamation Facility Upgrades. April.

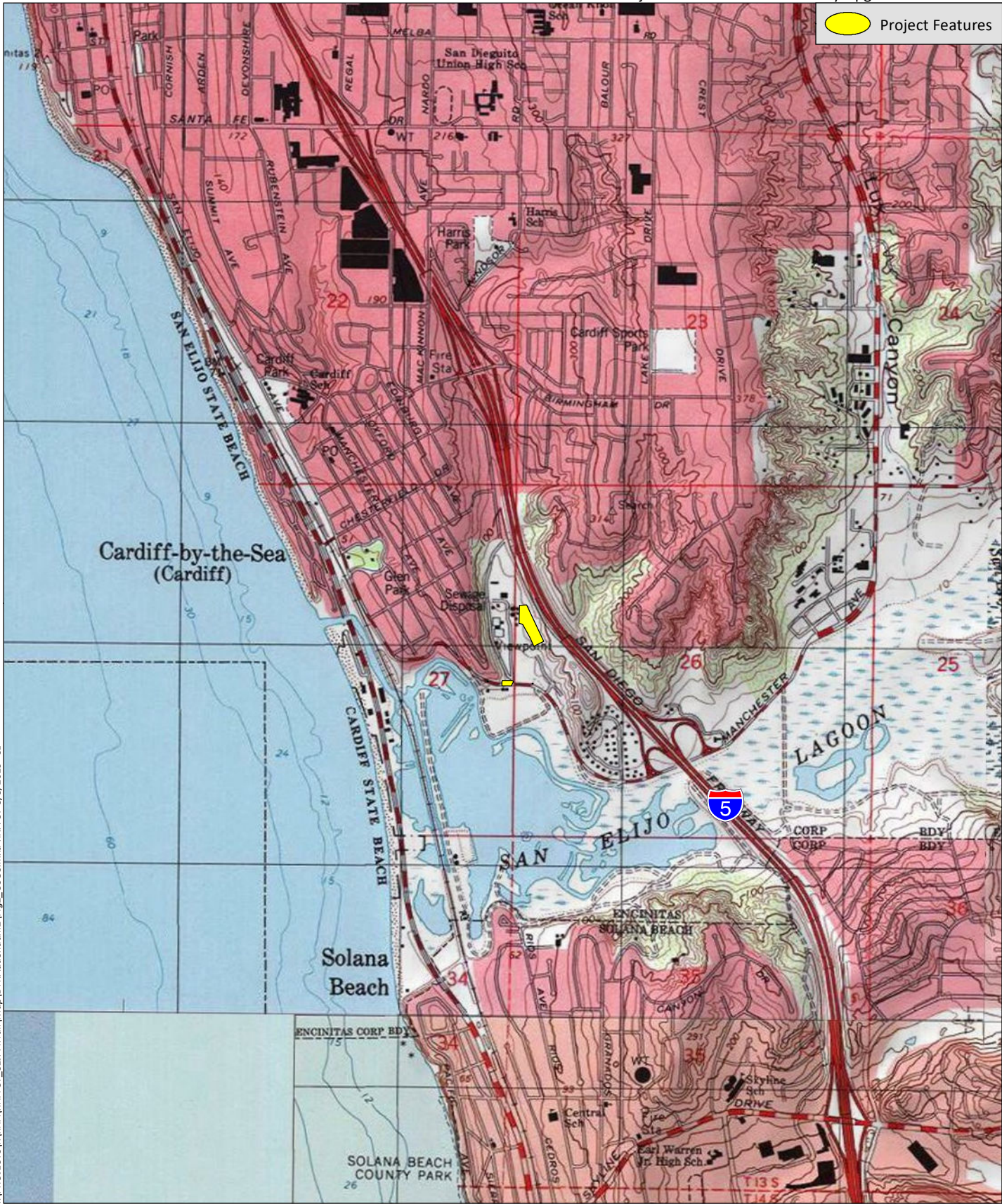
Google. 2019. Google Earth [accessed August 2 and 15, 2019]

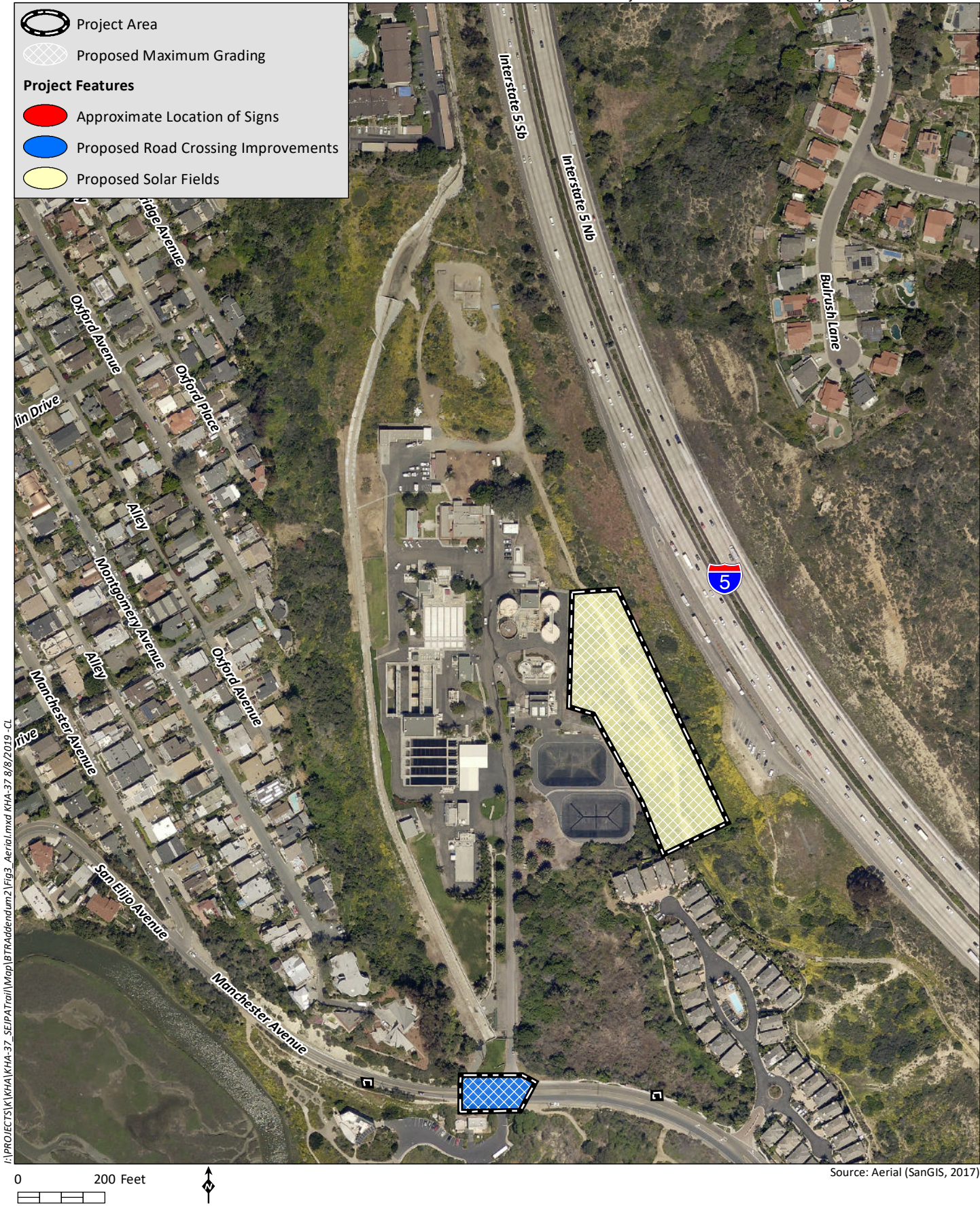
HistoricalAerials.com. 2018. Maps of Project Area dating 2014-1947. Accessed December 5, 2018.
<https://www.historicaerials.com/>.

Ogden Environmental, Energy Services Co. Inc., and Conservation Biology Institute. 2001. Draft Encinitas Subarea Plan. Prepared for the City of Encinitas, Community Development Department. June.

U.S. Fish and Wildlife Service (USFWS) and San Diego Association of Governments (SANDAG). 2003. Final Environmental Impact Statement/Environmental Impact Report for Threatened and Endangered Species due to Urban Growth within the Multiple Habitat Conservation Program Planning Area. SCH No. 93121073. March.







Appendix C

Cultural Resources
Technical Letter Report

HELIX Environmental Planning, Inc.
7578 El Cajon Boulevard
La Mesa, CA 91942
619.462.1515 tel
619.462.0552 fax
www.helixepi.com



August 14, 2019

KHA-37

Michael T. Thornton, P.E.
General Manager
San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff-by-the-Sea, CA 92007-7077

Subject: Cultural Resources Technical Letter Report for the San Elijo Water Reclamation Facility Upgrades Project (Addendum 2), City of Encinitas

Dear Mr. Thornton:

HELIX Environmental Planning, Inc. (HELIX) was previously contracted to conduct a cultural resources study in support of an addendum (Addendum 1) to the Final Mitigated Negative Declaration (MND) for the San Elijo Joint Powers Authority's (SEJPA) San Elijo Water Reclamation Facility (SEWRF) Upgrades Project (Dudek 2016). The project analyzed in the Final MND included various upgrades, rehabilitations, and replacements for components of the SEWRF located in Cardiff-by-the-Sea in the City of Encinitas, California. HELIX prepared a cultural resources letter report (Wilson 2019) that addressed project modifications, including the proposed construction of a lighted shared-use trail and drainage improvements within the SEWRF property, and entrance improvements along the SEWRF frontage with Manchester Avenue. These modifications, as well as the other improvements originally proposed in the Final MND, are herein referred to as the Approved Project. This letter report details the methods and results of a cultural resources study performed for modifications to the Approved Project, including: (1) the proposed construction of a solar array field, and (2) redesign of SEWRF entrance improvements along Manchester Boulevard. The Approved Project with these proposed modifications is herein referred to as the Revised Project.

In summary, the locations for the proposed project modifications of the Revised Project lie in areas that have been surveyed and evaluated for cultural resources within the last five years (Falvey and Robbins-Wade 2015; Pham et al. 2016; Wilson 2019). As such, an analysis of the potential for impacts to cultural resources was accomplished without additional field survey based on the results of these recent previous studies.

PROJECT LOCATION AND DESCRIPTION

The SEWRF is generally located north of the San Elijo Lagoon, south of Birmingham Drive, east of the Pacific Ocean, and west of Interstate 5 (I-5) (Figure 1, *Regional Location*). The site is situated within Township 13 South, Range 4 West, Sections 26 and 27 on the Encinitas U.S. Geological Survey (USGS) topographic quadrangle map (Figure 2, *USGS Topography*).

The proposed modifications to the Approved Project would occur within and immediately adjacent to the SEWRF, located at 2965 Manchester Avenue in the City of Encinitas, within Assessor's Parcel Number (APN) 261-010-1302 (Figure 3, *Aerial Photograph*). Only those components that represent changes to the Approved Project are addressed in this study, which include construction of a ground-mounted solar array in the southeastern portion of the SEWRF property and a redesign of SEWRF frontage improvements with Manchester Avenue. The solar field would consist of ground-mounted solar photovoltaic panels within areas cleared of vegetation and adjacent to existing water treatment infrastructure. Proposed frontage improvements would include installation of a fully-actuated traffic signal; construction of new curb, gutter, Americans with Disabilities Act (ADA) curb ramps, sidewalks, and crosswalks; and installation of a biofiltration basin along the SEWRF frontage.

These proposed modifications would occur mostly within existing disturbed and developed portions of the SEWRF and its driveway intersection with Manchester Avenue, with additional areas located near the San Elijo Lagoon Visitor's Center driveway intersection with Manchester Avenue within the road right-of-way (Figure 3).

STUDY METHODS

The results from three recently conducted cultural resources surveys provided the principal basis for this analysis of the potential for impacts to cultural resources from the proposed modifications associated with the Revised Project. The first of these studies was performed by Dudek for the SEWRF Upgrades Project (Pham et al. 2016) in support of the Final MND (Dudek 2016). The second study (Wilson 2019) was recently performed by HELIX for the Approved Project to support Addendum 1 to the Final MND. The 2019 study included a field survey and testing of a shell deposit that was determined to likely pre-date human occupation. The third study was performed by HELIX in 2015 for the San Elijo Land Outfall Replacement Project (Falvey and Robbins-Wade 2015). This project involved the construction of outfall pipelines from the SEWRF into the San Elijo Lagoon. These pipelines extended from the SEWRF across the intersection with Manchester Avenue and the driveway into the San Elijo Lagoon Visitor's Center from Manchester Avenue. Given the recent dates of these previous surveys of the SEWRF, it was not necessary to conduct a field survey for the Revised Project as the footprints of the proposed modifications were covered in these previous surveys that have occurred within the last five years.

REGULATORY, ENVIRONMENTAL, AND CULTURAL SETTING

The regulatory, environmental, and cultural setting was outlined in the *Phase I Historical Resources Inventory Report for the San Elijo Water Reclamation Facility Upgrades Project*, conducted in 2016 (Pham et al. 2016). For a detailed discussion of regulations and applicable laws, and the cultural and environmental context for the Revised Project, please refer to that report.

STUDY RESULTS

The study performed by Dudek for the Final MND included an intensive pedestrian field survey of the entire area of the SEWRF (Pham et al. 2016). This survey included the area of the SEWRF proposed for the solar array field of the Revised Project. The results from the Dudek survey were negative for cultural resources in this area of the SEWRF (Pham et al. 2016). The Dudek study also included an evaluation of several existing standing structures within the SEWRF. None of these existing structures are present in the area currently proposed for the solar array field.

Contact with the Native American Heritage Commission (NAHC) for a Sacred Lands File (SLF) search and subsequent outreach letters sent to Native American representatives and interested parties identified by the NAHC resulted in no specific sacred site concerns related to SEWRF Upgrades Project area (Pham et al. 2016).

The area examined in the Dudek study did not include the area of the currently proposed upgrades within the SEWRF driveway and intersection with Manchester Avenue. However, the 2019 study performed by HELIX included field surveys of expanded areas resulting from the upgrades proposed in Addendum 1 that were beyond the SEWRF boundary surveyed by Dudek for the Final MND. These expanded areas included most of the area of proposed upgrades within the SEWRF driveway and intersection with Manchester Avenue, which included street-level enhanced trail crossing and traffic calming measures, and pedestrian-activated traffic control devices. The additional proposed intersection upgrades include the construction of a full traffic signal, curbs, and ADA ramps; slightly increasing the footprint in this area to the southwest.

In support of the Addendum 1 to the Final MND, the NAHC was contacted for a SLF search and subsequent outreach letters were sent to Native American representatives and interested parties identified by the NAHC (Wilson 2019). This outreach resulted in no specific sacred site concerns related to the revised project area.

The 2015 study performed by HELIX for the San Elijo Land Outfall Replacement Project (Falvey and Robbins-Wade 2015) involved the construction of outfall pipelines from the SEWRF into the San Elijo Lagoon, extending from the SEWRF across the intersection with Manchester Avenue and the driveway into the San Elijo Lagoon Nature Center from Manchester Avenue. This portion of the Outfall Replacement Project area coincides with the area of proposed intersection improvements of the Revised Project, covering the expanded area relating to the intersection upgrades. Contact with the NAHC for a SLF search and subsequent outreach letters sent to Native American representatives and interested parties identified by the NAHC for the 2015 HELIX study resulted in no specific sacred site concerns related to project area (Falvey and Robbins-Wade 2015).

One previously recorded prehistoric archaeological site, CA-SDI-6850, has been documented in the vicinity of the proposed upgrades within the intersection within Manchester Avenue and the driveway into the San Elijo Lagoon Visitor's Center. While not within the boundaries of the 2016 Dudek and 2019 HELIX studies, CA-SDI-6850 was recognized in the records searches conducted for those studies that encompassed the area surrounding the SEWRF Upgrades Project. Site CA-SDI-6850, however, did lie within the area of the 2015 HELIX study (Falvey and Robbins-Wade 2015). A field survey conducted as part of that study did not observe evidence for the presence of the site; however, visibility was poor due to pavement and dense vegetation obscuring the ground surface.

The findings in the 2015 HELIX study in regard to site CA-SDI-6850, in addition to the negative results of the 2015 field survey, incorporated the following results from a larger study recently conducted for the San Elijo Lagoon Restoration Project (Wahoff and Cooley 2014):

The recorded location of this site [CA-SDI-6850], now containing the Nature Center facility, is situated along the northern lagoon margin, between the lagoon edge and Manchester Avenue. Site CA-SDI-6850 was originally recorded as a prehistoric resource consisting of a large shell midden with scattered artifacts, consisting of mostly debitage (Fink 1979b). When originally recorded, it was observed that the construction of Manchester Avenue had removed a substantial portion of the site. At that time, cultural material was observed in the road cuts along both sides of the street with a depth of 12 feet noted in the cut along the south side of the street. Subsequently, in 2007–2008, during archaeological monitoring of the construction of the Nature Center, a midden layer with a rock hearth feature was encountered at a depth of approximately 8 feet (Zepeda-Herman 2008).

Currently, much of the site area is paved or otherwise developed. No cultural materials were observed. While it seems probable that the construction of the Nature Center destroyed much of what remained of site CA-SDI-6850, the possibility still exists that some buried remnants remain within any intact portions of the original landform [Wahoff and Cooley 2014:33].

Based on the results of the 2015 HELIX field survey and the 2014 Wahoff and Cooley study, HELIX recommended a program of cultural resources monitoring of the Outfall Pipeline construction through the site area (Falvey and Robbins-Wade 2015:13). This monitoring program was conducted by HELIX in 2018, and the results were negative.

RECOMMENDATIONS

As with the Approved Project, based on the general topographic suitability for this area to support archaeological resources, and considering the moderate density of prehistoric and historic-era resources in the surrounding vicinity, it is possible that unidentified archaeological resources may still be present in the Revised Project area. Although the potential impacts to cultural resources would not be increased by the Revised Project, unidentified remnants of site CA-SDI-6850 may still exist within the intersection of Manchester Boulevard and the driveways into the SEWRF and San Elijo Lagoon Nature Center, if any intact portions of the original landform are still present in the SEWRF Upgrades Project area.

Therefore, impacts to cultural and tribal cultural resources would remain potentially significant, and mitigation measure MM-CUL-1 described for the proposed project in the Final MND is also recommended for the Revised Project to reduce impacts to less than significant. No additional measures to avoid or minimize significant impacts to cultural and tribal cultural resources are warranted.

Letter to Mr. Michael T. Thornton
August 14, 2019

Page 5 of 6

If you have any questions, please contact me at (619) 462-1515. Thank you.



Stacie Wilson, RPA
Senior Archaeologist

Attachments:

- Figure 1: Regional Location
- Figure 2: USGS Topography
- Figure 3: Aerial Photograph

REFERENCES

Dudek

- 2016 Final Mitigated Negative Declaration for the San Elijo Water Reclamation Facility Upgrades. April.

Falvey, Nicole, and Mary Robbins-Wade

- 2015 *San Elijo Land Outfall Replacement Project – Cultural Resources Study*. Report prepared by, and on file at, HELIX Environmental Planning, La Mesa, CA.

Fink, G.R.

- 1979 Site record for site CA-SDI-6850. On file at the South Coastal Information Center, San Diego State University.

Pham, Angela, Salli Hosseini, and Micah Hale

- 1999 *Phase I Historical Resources Inventory Report for the San Elijo Water Reclamation Facility Upgrades Project*. Dudek. Report prepared for the San Elijo Joint Powers Authority.

Wahoff, Tanya, and Theodore Cooley

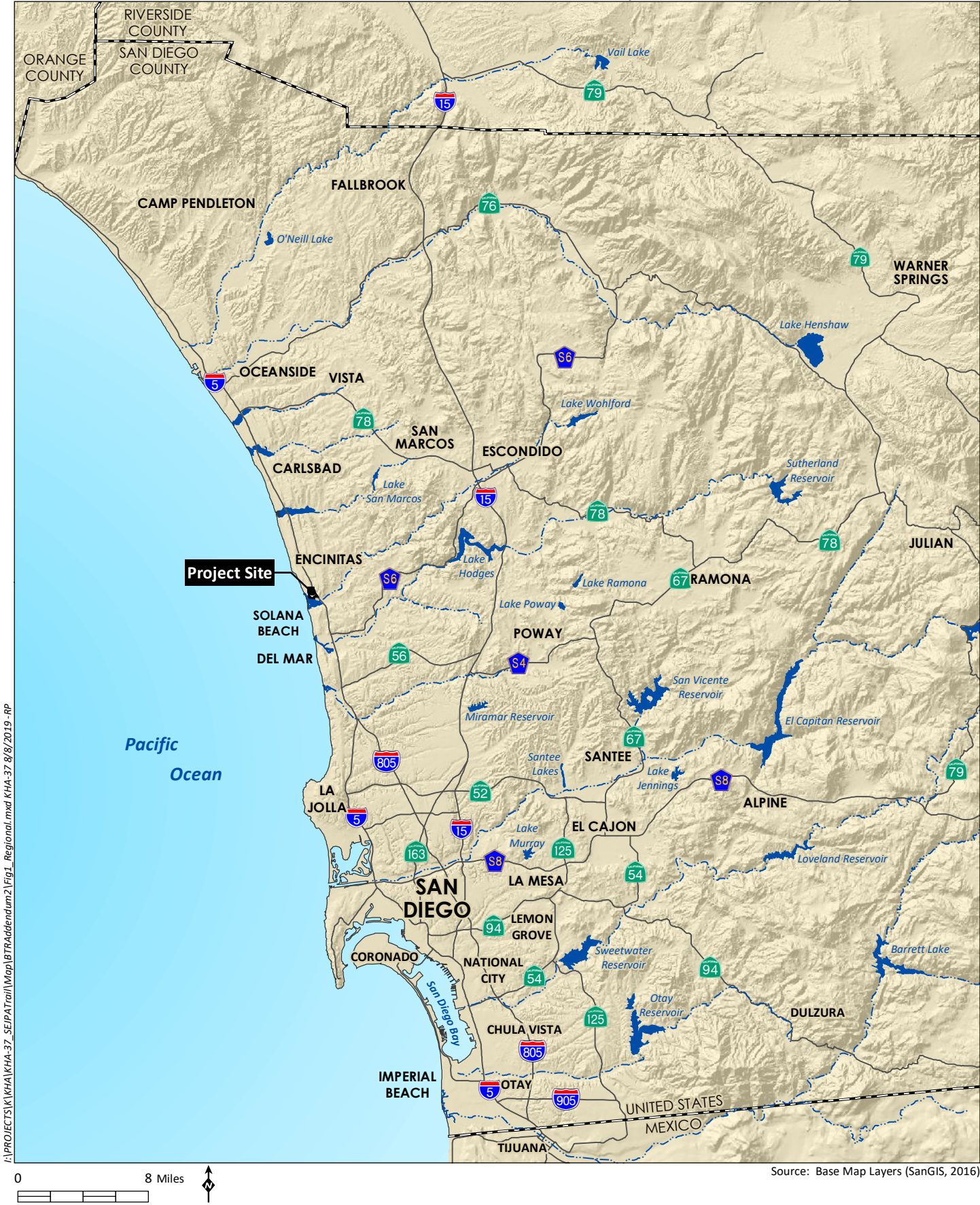
- 2014 *Archaeological Survey for the San Elijo Lagoon Restoration Project, San Diego County, California*. AECOM, San Diego. Report prepared for U.S. Army Corps of Engineers, Carlsbad, CA, and County of San Diego Department of Parks and Recreation. Report on file at HELIX Environmental Planning, La Mesa, CA.

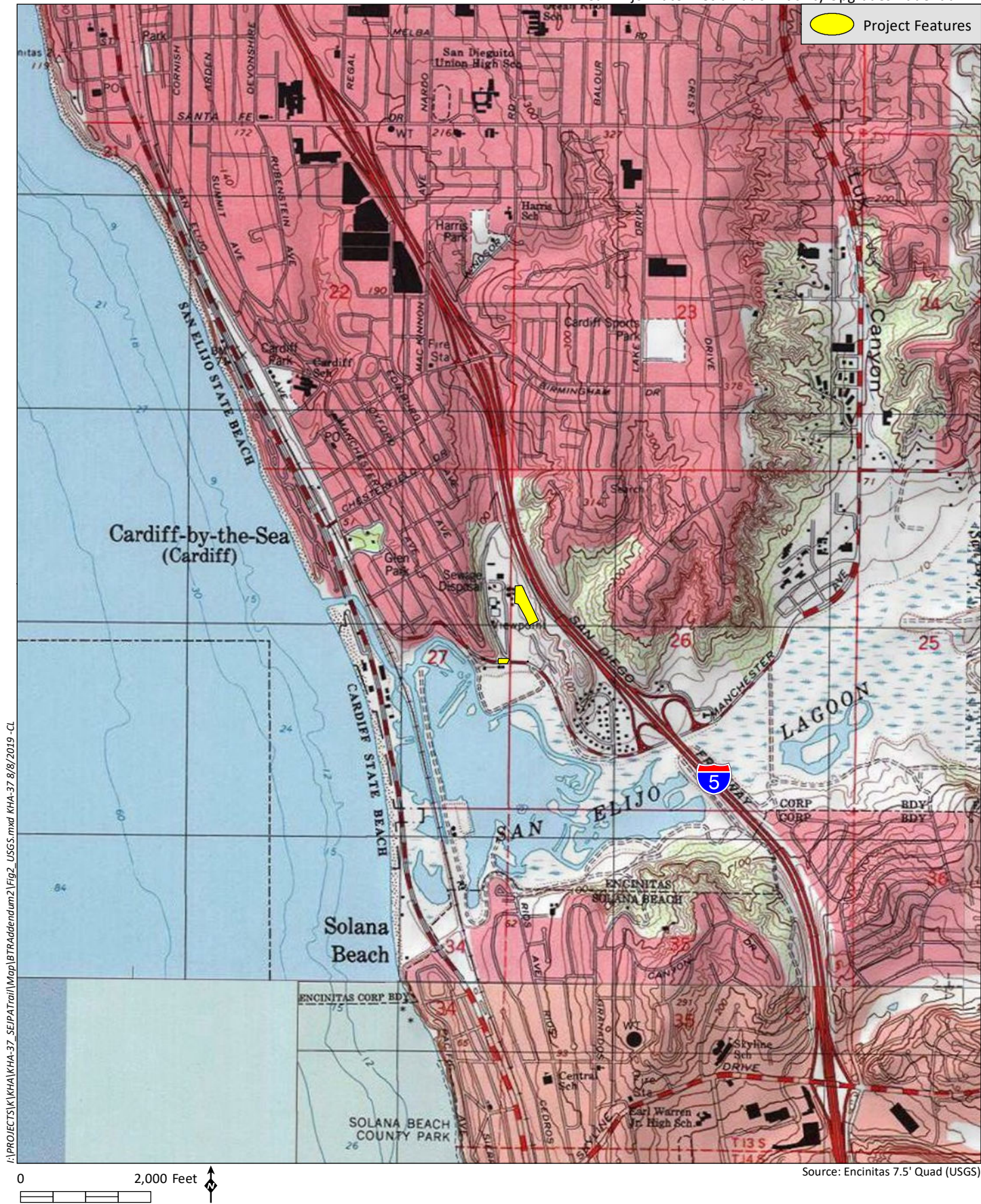
Wilson, Stacie

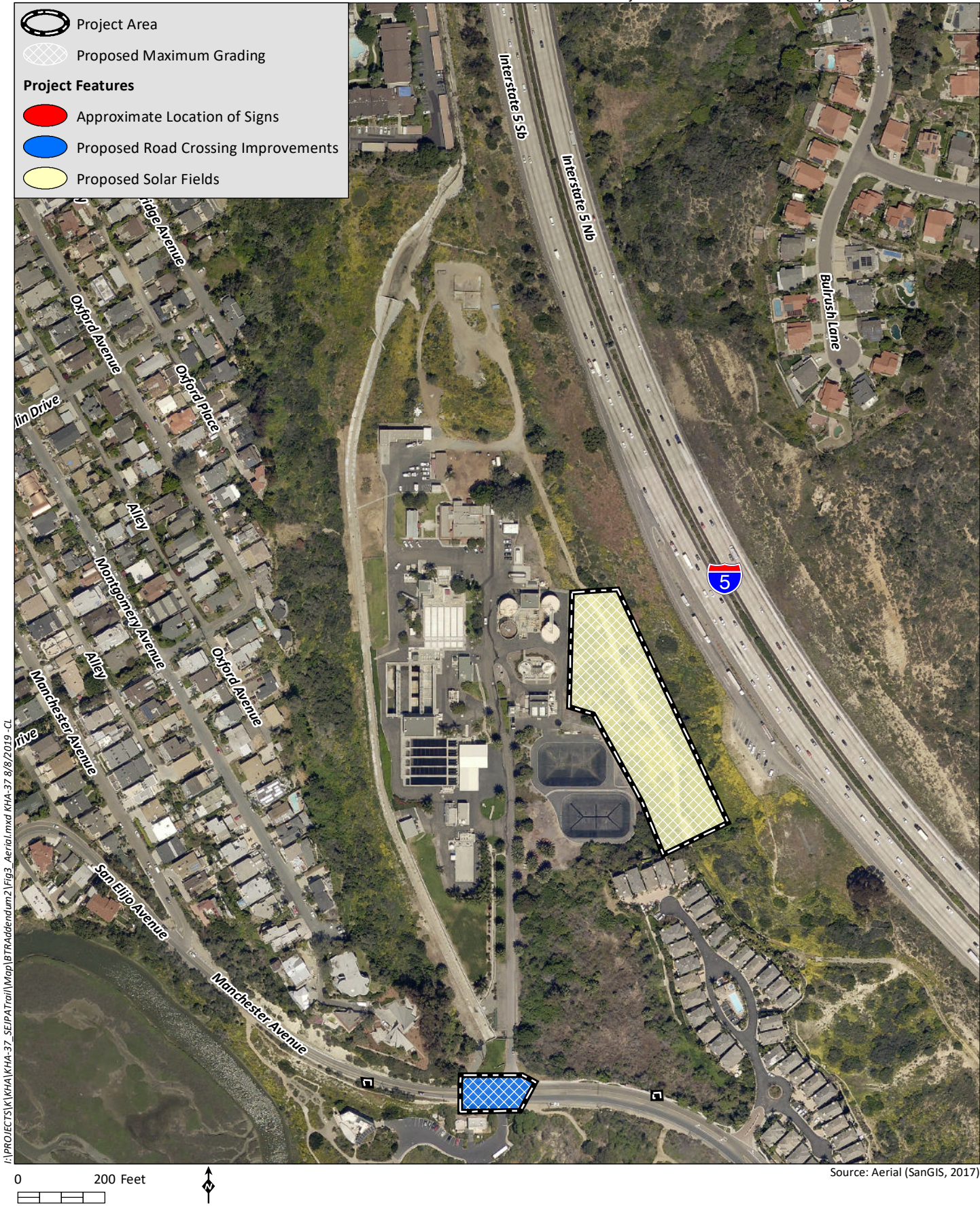
- 2019 *Cultural Resources Technical Letter Report for the San Elijo Water Reclamation Facility Upgrades Project in the City of Encinitas*. Report on file at HELIX Environmental Planning, La Mesa, CA.

Zepeda-Herman, C.

- 2008 Site update record for site CA-SDI-6850. On file at the South Coastal Information Center, San Diego State University.







SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 9, 2019

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: WATER CAMPUS IMPROVEMENT PROJECT DISCUSSION

RECOMMENDATION

For information only. This is a continuing monthly agenda item to discuss the building and site improvement project.

BACKGROUND

San Elijo Joint Powers Authority (SEJPA) is developing architectural and engineering designs for building and site improvements at the San Elijo Water Reclamation Facility. This project includes updating and modernizing the water campus to replace aging administration, operations, and maintenance buildings, upgrade physical and cyber security measures, improve the potable water and fire-fighting systems, and add new public parking. In addition, solar power, energy efficiency, automation and electrical system upgrades, EV charging stations, and other Climate Action Plan measures will be incorporated into the project design. Transportation improvements include a regional bicycle/pedestrian path connecting Birmingham Drive to Manchester Avenue through SEJPA property and road crossing enhancements at Manchester Avenue. The bike path, building, and site improvements are being integrated into a single project, Water Campus Improvement project (formerly the Building and Site Improvement project), which is expected to enter into construction in 2019.

DISCUSSION

This agenda item will allow for updates and discussion on the progress of this important multi-agency project, and provide an opportunity for staff to address any questions or concerns from the Board and public.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager