

AGENDA
REGULAR BOARD MEETING OF THE
SAN ELIJO JOINT POWERS AUTHORITY
SEPTEMBER 20, 2022 AT 8:30 A.M.
SAN ELIJO WATER CAMPUS – BOARD MEETING ROOM
2695 MANCHESTER AVENUE
CARDIFF BY THE SEA, CALIFORNIA

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. ORAL COMMUNICATIONS/PUBLIC COMMENT PERIOD (NON-ACTION ITEM)
5. AWARDS AND RECOGNITION
6. * **CONSENT CALENDAR**
7. * [APPROVAL OF MINUTES FOR JULY 19, 2022 MEETING](#)
8. * [APPROVAL FOR PAYMENT OF WARRANTS AND MONTHLY INVESTMENT REPORTS](#)
- 9a. * [WASTEWATER TREATMENT REPORT - JUNE](#)
- 9b. * [WASTEWATER TREATMENT REPORT - JULY](#)
- 10a.* [RECYCLED WATER REPORT - JUNE](#)
- 10b.* [RECYCLED WATER REPORT - JULY](#)
11. * [REPORTABLE MEETINGS](#)
12. * 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

13. [LABORATORY LEASE AGREEMENT](#)
 1. Authorize the General Manager to enter into a Laboratory Lease Agreement with Trussell Technologies; and
 2. Discuss and take action as appropriate.

Staff Reference: General Manager

14. CAPITAL IMPROVEMENT PROGRAM UPDATE

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

Staff Reference: General Manager

15. RECOMMENDED 2022-23 ORGANIZATION AND LABOR CLASSIFICATION ADJUSTMENTS

1. Approve the Addition of the Director of Infrastructure and Sustainability to the FY 2022-23 Budget, Classification and Salary Schedule, and Organization Chart; and
2. Discuss and take action as appropriate.

Staff Reference: General Manager

16. GENERAL MANAGER'S REPORT

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

17. GENERAL COUNSEL'S REPORT

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

18. 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.

19. 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.

20. ADJOURNMENT

The next regularly scheduled San Elijo Joint Powers Authority Board Meeting will be Tuesday, October 18, 2022 at 8:30 a.m.

NOTICE:

The San Elijo Joint Powers Authority's open and public meetings comply with 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 third Tuesday of each month, with no scheduled meetings in 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 on the SEJPA website at www.sejpa.org, and in the following locations:

San Elijo Water Campus (formerly known as 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 15, 2022



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

SAN ELIJO JOINT POWERS AUTHORITY
MINUTES OF THE BOARD MEETING
HELD ON JULY 19, 2022
AT THE SAN ELIJO WATER CAMPUS

Kellie Hinze, Chair

David Zito, Vice Chair

A meeting of the Board of Directors of San Elijo Joint Powers Authority (SEJPA) was held Tuesday, July 19, 2022, at 8:30 a.m., at the San Elijo Water Campus

1. CALL TO ORDER

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

2. ROLL CALL

Directors Present:

Kellie Hinze
David Zito
Catherine Blakespear
Kristi Becker

Others Present:

Director of Operations
Director of Finance and Administration
Administrative Coordinator
Recycled Water Specialist
Lead Operator

Chris Trees
Amy Chang
Vanessa Hackney
Michael Piper
Ty Cook

SEJPA Counsel:

Procopio

Tracie Stender

City of Encinitas:

Director of Utilities/General Manager

Isam Hireish

City of Solana Beach:

Director of Engineering/Public Works
City Manager

Mohammad "Mo" Sammak
Greg Wade

Trussell Technologies:

President and CEO
Laboratory Manager

Shane Trussell
Luciana Pereya

3. PLEDGE OF ALLEGIANCE

Director of Operations, Christopher Trees, led the Pledge of Allegiance.

4. ORAL COMMUNICATION/PUBLIC COMMENT PERIOD

None.

5. AWARDS AND RECOGNITION
Ty Cook – 5 Years of Service
Michael Piper – 20 Years of Service

6. CONSENT CALENDAR

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

Agenda Item No. 7	Approval of Minutes for the June 21, 2022 Meeting
Agenda Item No. 8	Approval for Payment of Warrants and Monthly Investment Report
Agenda Item No. 9	Wastewater Treatment Report
Agenda Item No. 10	Recycled Water Report
Agenda Item No. 11	Reportable Meetings

Motion carried with the following vote of approval:

AYES: Hinze, Zito, Blakespear, Becker
NOES: None
ABSENT: None
ABSTAIN: None

13. DESIGN OF BIOSOLIDS DEWATERING IMPROVEMENTS

Director of Operations, Christopher Trees, stated that as part of the wastewater treatment process, solid material is separated from the wastewater through a series of chemical, biological, and physical processes. The equipment and electrical system are at the end of their service life and scheduled to be replaced.

In August 2021, SEJPA entered into agreement with Black & Veatch to develop the design and construction documents for the Biosolids Dewatering Improvement project. The design is complete and is being reviewed by staff. It is anticipated that the project will be advertised for public bidding in August 2022. Upon completion of the bidding process, the lowest responsive and responsible construction bid will be presented to the Board for award consideration in October or November 2022.

The final design was completed for \$495,741. The construction phase of the project is expected to be in the range of \$9.8 million to 11.8 million. Capital funding available for this project is \$12 million.

No action required.

14. SAN ELIJO JOINT POWERS AUTHORITY UPDATED EMPLOYEE HANDBOOK

Director of Finance and Administration, Amy Chang, stated that the Employee Handbook is a document that communicates agency policies, state and federal employment laws, and promotes fairness and consistency in the workplace. The Employee Handbook was

last updated in May 2020 to reflect changes in employment law and SEJPA employment practices and policies.

Staff, working with legal counsel, Procopio Cory Hargreaves & Savitch, LLP, has reviewed the employee handbook to incorporate changes to reflect the labor agreement approved by the Board of Directors in June 2022 and current employment laws.

Moved by Vice Chair Zito and seconded by Board Member Becker to:

1. Accept and File Updated Employee Handbook.

Motion carried with the following vote of approval:

AYES:	Hinze, Zito, Blakespear, Becker
NOES	None
ABSENT:	None
ABSTAIN:	None

15. LABORATORY LEASE PRESENTATION

A presentation from Trussell Technologies on the potable reuse research and education that is currently being conducted.

No action required.

16. AWARD OF ENGINEERING DESIGN AND CONSTRUCTION SUPPORT SERVICES – WANKET TANK REFURBISHMENT

Director of Operations, Christopher Trees, stated that SEJPA is proposing to convert the existing Wanket tank to recycled water storage and connect it to the north SEJPA recycled water system to increase operational flexibility, improve system service pressure, and expand service capacity and reliability.

Staff recommends award of an engineering design and construction support agreement with Ardurra Group, Inc. for an amount of \$249,210. Funding for this engineering work has been included in the FY 2022-23 Budget.

Moved by Vice Chair Zito and seconded by Board Member Becker to:

1. Authorize the General Manager execute a professional engineering agreement with Ardurra Group, Inc. for an amount not to exceed \$249,210.

Motion carried with the following vote of approval:

AYES:	Hinze, Zito, Blakespear, Becker
NOES	None
ABSENT:	None
ABSTAIN:	None

17. GENERAL MANAGER'S REPORT

Director of Operations, Christopher Trees, stated that at the close of Fiscal Year 2021-22, SEJPA's Recycled Water Sales were the 2nd largest on record at 1,775 Acre

Feet, approximately 10.7% more than budget sales amount.

Director Trees also stated that SEJPA's Solar system is now at substantial completion and is now in online and generating power.

18. GENERAL COUNSEL'S REPORT

Legal Counsel, Tracie Stender, reported that AB 1944, the bill that proposing flexible amendments to the Brown Act allowing remote appearances to continue, did not pass in the assembly. There is another bill currently working its way through committee that would allow remote appearances for "just cause or emergencies."

19. BOARD MEMBER COMMENTS

Board Member Becker recommended that SEJPA acquire a podium to allow for guest speakers and public comments during future Board Meetings.

20. CLOSED SESSION

None.

21. ADJOURNMENT

The meeting adjourned at 9:16 a.m. The next Board of Directors meeting is scheduled to be held on Tuesday, September 20, 2022 at 8:30 a.m.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

**SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS**

22-09

For the Month of July and August 2022

Warrant #	Vendor Name	G/L Account	Warrant Description	Amount
41303	Ardurra Group, Inc	Services - Engineering	Wanket tank conversion evaluation from 05/01/22 - 05/31/22	\$ 760.00
41304	AT&T	Utilities - Telephone	Phone service - 05/13/22 - 06/12/22	593.43
41305	BAVCO	Repair Parts Expense	Backflow device rebuild kit	80.48
41306	Black & Veatch	Services - Engineering	Dewatering facilities upgrades through 06/03/22	19,595.63
41307	Boot World, Inc.	Uniforms - Boots	Safety boots - D. McGinness	200.00
41308	Brax Process and Pump Equip.	Repair Parts Expense	Wetland treatment system parts	1,589.06
41309	California Water Technologies	Supplies - Chem - Ferric Chlo	Ferric chloride solution	5,941.05
41310	California Boiler	Services - Maintenance	Troubleshooting boiler on flame failure	1,000.61
41311	CalPERS Educational Forum	Seminars/Education	CalPERS Education Forum 2022 - C. Barragan	449.00
41312	County of San Diego	Fees - Permits	Pump stations (4) APCD permits	2,277.00
41313	D&H Water Systems	Repair Parts Expense, Supplies - Chemicals	Chlorine analyzer parts, Acetate buffer	2,020.77
41314	Eurofins Calscience, LLC	Services - Laboratory	Testing water samples	2,299.50
41315	Evqua Water Technologies	Supplies - Chem - Odor	Bioxide	6,041.56
41316	Excel Landscape, Inc.	Services - Landscape	Tree delivery and installation, Set irrigation on new trees, Grounds maintenance service - Jun	9,556.11
41317	gafcon	Retrofit Expenses	Labor compliance - Excavation & installation of 2 water services project	55.00
41318	Hardy Diagnostics	Supplies - Lab	Various laboratory supplies	3,388.39
41319	Horrocks Engineers	Services - Engineering	MBPS design through 04/30/22 and 05/31/22	2,011.50
41320	Kimley-Horn & Associates, Inc.	Services - Professional	Civil engineering and environmental services	13,750.00
41321	King Lee Technologies	Repair Parts Expense	Repair parts	872.78
41322	McMaster-Carr Supply Co.	Repair Parts Expense	Various parts	475.22
41323	Michael Baker International	Services - Engineering	Plume tracking study through 05/29/22	88,199.48
41324	Olivenhain Municipal Water Dis	Rent	Pipeline rental payment - May	14,220.00
41325	ProBuild Company, LLC	Shop Tools and Equip.	Shop tools	105.40
41326	Procopio Cory Hargreaves	Services - Legal	General - May	3,750.66
41327	ReadyRefresh	Supplies - Office	Kitchen supplies	171.24
41328	Rusty Wallis, Inc.	Services - Maintenance	Water softener, tank service and salt delivery	268.24
41329	San Diegoito Water District	Utilities - Water (Suppl.)	1190 Oakcrest Park - #080338	2,723.40
41330	Trussell Technologies, Inc	Services - Engineering	SW & RW quality enhancement & storage eval	31,404.00
41331	Unifirst Corporation	Services - Uniforms, Supplies - Safety	Uniform service and gloves	824.33
41332	USA Bluebook	Supplies - Lab	Various supplies	1,698.05
41333	Vantagepoint Transfer Agents	EE Deduction Benefits	ICMA - 457	8,854.45
41334	Vantagepoint Transfer Agents	ICMA Retirement	ICMA - 401a	4,354.78
41335	Verizon Wireless	Utilities - Telephone	05/11/22 - 06/11/22	606.10
41336	Volt Management Corp	Services - Temp	Internship program period ending - 06/05/22, 06/12/22	1,601.60
41337	Allied Storage Containers	Equipment Rental/Lease	20' and 40' storage container - 07/01/22 - 07/31/22	359.89
41338	AT&T	Utilities - Telephone	Alarm service - Jul	410.89
41339	CDM Smith	Services - Engineering	Engineering services - 04/10/22 - 07/09/22	857.50
41340	Corodata	Rent	Record Storage - Jun	104.32
41341	CWEA Membership	Dues & Memberships	Membership - T. Cook	202.00
41342	Denali Water Solutions LLC	Services - Biosolids Hauling	Biosolids hauling and reuse - May	21,716.56
41343	EDCO Waste & Recycling Service	Utilities - Trash	Jun	356.90
41344	Enthalpy Analytical, LLC	Services - Laboratory	Laboratory toxicity testing services for Apr and May 2022	2,100.00
41345	Eurofins Calscience, LLC	Services - Laboratory	Testing water samples	1,004.00
41346	Evqua Water Technologies	Supplies - Chem - Odor	Bioxide	6,038.66
41347	FRS Environmental	Services - Maintenance	Parts washer service	271.55
41348	Harrington Industrial Plastics	Repair Parts Expense	Constant flow valve	1,580.71
41349	Hoch Consulting, APC	Services - Professional	Grant admin - IRWM Prop 84 Rd 4, Prop 1 Rd 1 Proj 6 & 7	15,142.25
41350	Liquid Environmental Solution	Services - Grease & Scum, Grit & Screenings	Pumping service, Roll off box delivery - back of building	1,959.00
41351	McMaster-Carr Supply Co.	Repair Parts Expense	Various parts	1,406.89
41352	Oasis Palm Nursery, Inc.	Services - Landscape	Summer service - palm maintenance	925.00
41353	Olin Corp - Chlor Alkali	Supplies - Chem - Sodium Hypo	Procurement of Sodium Hypochlorite	7,324.65
41354	Pall Corporation	Services - Professional	Annual system inspection	8,960.00
41355	ProBuild Company, LLC	Supplies - Shop & Field	Various supplies	510.14
41356	Santa Fe Irrigation District	Utilities - Water (Suppl.)	Water	440.10
41357	San Diegoito Water District	Utilities - Water	Water	2,054.92
41358	San Diegoito Water District	Utilities - Water	Water	24.99
41359	Southwest Valve & Equip.	Repair Parts Expense	Aeration tank #4 drain valve	2,891.71
41360	Terminix Processing Center	Services - Maintenance	Pest control service	535.00
41361	Thatcher Company of California	Supplies - Chemicals	Aluminum sulfate	6,959.38
41362	Unifirst Corporation	Services - Uniforms	Uniform service	102.20
41363	Underground Service Alert/SC	Services - Alarm	Dig alert - Jul	105.70
41364	USA Bluebook	Supplies - Lab	Various supplies	643.72
41365	WaterReuse	Dues & Memberships	California conference sponsorship (SEJPA plus contribution from 8 other agencies)	6,000.00
41366	West Coast Arborists, Inc	Services - Landscape	Tree maintenance services	7,740.00
41367	Vantagepoint Transfer Agents	EE Deduction Benefits	ICMA - 457	6,895.94
41368	Vantagepoint Transfer Agents	ICMA Retirement	ICMA - 401a	4,465.38
41369	LEUCADIA WASTE WATER DISTRICT	Employee Assistance Program	Employee assistance program annual premium	774.72
41370	Cosby Oil Company, Inc	Fuel	Jun	1,437.57
41371	Adam Kaye	Services - Professional	Public communications support	300.00
41372	Alliant Insurance Services, Inc	Insurance	Commercial cyber liability, Vehicles, Government crime annual premium	5,944.38
41373	Ardurra Group, Inc	Services - Engineering	Wanket tank conversion evaluation from 06/01/22 - 06/30/22	2,920.00
41374	Black & Veatch	Services - Engineering	Dewatering facilities upgrades through 07/01/22	4,510.25
41375	California Water Technologies	Supplies - Chem - Ferric Chlo	Ferric chloride solution	8,432.97
41376	CA Sanitation Risk Mgmt Auth.	Workers Comp. Insurance	Workers comp annual premium	41,209.00
41377	CA Sanitation Risk Mgmt Auth.	Insurance - Property	Property annual premium	85,388.82
41378	City of Encinitas	Service - IT Support	IT services - May	8,265.43
41379	City of Encinitas	Service - IT Support	IT services - Jun	8,265.43
41380	Eurofins Calscience, LLC	Services - Laboratory	Testing water samples	1,846.00
41381	Excel Landscape, Inc.	Services - Maintenance	Valve replacement	195.83
41382	Government Finance Officers As	Training	GFOA fundamentals - training	149.00
41383	Golden Bell Products	Supplies - Shop & Field	Lift station degreaser	921.26
41384	Hach Company	Capital Outlay, Repair Parts Expense	Turbidity meter, Recycled water repair parts	3,853.75
41385	Hardy Diagnostics	Supplies - Lab	Various supplies	1,556.65
41386	Harrington Industrial Plastics	Repair Parts Expense	AWP membrane filtration check valves, Constant flow valve	6,012.68
41387	HASA Inc.	Supplies - Chemicals	Primary odor control	1,400.79
41388	Idexx Distribution, Inc.	Supplies - Lab	4 - QC for enterococci	996.74
41389	Jackson & Blanc	Services - Maintenance	HVAC preventative maintenance	4,650.00
41390	McMaster-Carr Supply Co.	Repair Parts Expense	Various repair parts	235.94
41391	MetLife - Group Benefits	Dental/Vision	Dental - Jun, Jul, Aug	5,679.88
41392	Michael Baker International	Services - Engineering	Plume tracking study, Minimum initial dilution factor re-evaluation study for Outfall	20,893.75
41393	Cosby Oil Company, Inc	Fuel	Fuel - Jul	1,435.08
41394	Olin Corp - Chlor Alkali	Supplies - Chem - Sodium Hypo	Procurement of Sodium Hypochlorite	7,363.67
41395	Olivenhain Municipal Water Dis	Rent, Service	Pipeline rental payment - Jun, NSDCRRWP 2020 Grant admin, Wiegand zona gale - 4th Qtr. FY 21/22	19,303.47
41396	OneSource Distributors, Inc.	Repair Parts Expense	MF feed pump # 4 VFD	4,462.02
41397	PCL Construction Services PCL	Services - Contractors	WC1 project thru 02/28/22 - close-out	269,879.92
41398	ProBuild Company, LLC	Supplies - Shop & Field	Misc. Supplies	244.73
41399	Procopio Cory Hargreaves	Services - Legal	General, Labor & employment - Jun	3,394.50
41400	RSF Security Systems	Services - Alarm	Central monitoring for fire alarm	49.00
41401	Rusty Wallis, Inc.	Services - Maintenance	Water softener, tank service, and salt delivery	311.44
41402	Sage Energy Consulting	Services - Professional	Technical construction support thru 07/02/22	5,141.25
41403	San Diego Gas & Electric	Utilities - Gas & Electric	Gas and electric - 06/10/22 - 07/11/22	100,216.82
41404	Univar Solutions USA Inc.	Supplies - Chem - Odor	Caustic soda	4,082.88
41405	Vantagepoint Transfer Agents	EE Deduction Benefits	ICMA - 457	7,917.76
41406	Vantagepoint Transfer Agents	ICMA Retirement	ICMA - 401a	4,499.25
41407	Verizon Wireless	Utilities - Telephone	06/11/22 - 07/10/22	1,227.16
41408	Verizon Wireless	Utilities - Telephone	Cell phone - 06/08/22 - 07/07/22	1,004.20
41409	Benefits Coordinators Corp.	Dental/Vision	Vision - Jul, Aug	551.20
41410	WorkPartners Occupational	Services - Medical	Covid-19 test	158.00
41411	A-Check Global	Preemployment Screening	New employee background screening	112.50
41412	Adam Kaye	Services - Professional	Public communications	400.00

**SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS
22-09**

For the Month of July and August 2022

Warrant #	Vendor Name	G/L Account	Warrant Description	Amount
41413	Allied Storage Containers	Equipment Rental/Lease	20' and 40' storage container - 08/01/22 - 08/31/22	359.89
41414	AT&T	Utilities - Telephone	Phone service - 06/13/22 - 07/12/22	620.86
41415	AT&T	Utilities - Telephone	Alarm service - Jul	410.89
41416	Concepcion Yani Barragan	Seminars/Education	Employee reimbursement - Tuition and books	465.36
41417	Corodata	Rent	Record storage - Jul	107.79
41418	County of San Diego	Fees - Permits	DEH202-HUPFP-123299 - Moonlight Beach P.S	548.00
41419	CWEA Membership	Dues & Memberships	CWEA membership - D. Verdon	202.00
41420	County of San Diego	Fees - Permits	DEH2010-LRWS-2984 - Olivenhain PS inspection	79.00
41421	Denali Water Solutions LLC	Services - Biosolids Hauling	Biosolids hauling and reuse - Jun	19,638.55
41422	EDCO Waste & Recycling Service	Utilities - Trash	Jul	467.48
41423	Enthalpy Analytical, LLC	Services - Laboratory	Laboratory toxicity testing services for Jun 2022	1,050.00
41424	Environmental Express, Inc.	Supplies - Lab	Disposable BOD bottles	736.08
41425	Eurofins Calscience, LLC	Services - Laboratory	Testing water samples	2,713.00
41426	Evantec Scientific	Supplies - Lab	Glucose glutamic acid	593.61
41427	Excel Landscape, Inc.	Services - Landscape	Grounds maintenance service - Jul	4,202.00
41428	National Filter Media	Repair Parts Expense	Belt press parts	776.71
41429	Grainger, Inc.	Shop Tools and Equip.	Pipe fitting saver kit	203.57
41430	Hardy Diagnostics	Supplies - Lab	Lauryl tryptose broth, brill and EC broth	679.59
41431	Harrington Industrial Plastics	Repair Parts Expense	Recycled water repair parts	173.78
41432	Idexx Distribution, Inc.	Supplies - Lab	Gamma IRRAD colilert 100 ML, QC coliform and E coli	2,099.03
41433	Kooltronic Inc.	Repair Parts Expense	RO - B cabinet heat exchange	2,084.50
41434	McMaster-Carr Supply Co.	Repair Parts Expense	Various repair parts	769.80
41435	Void			
41436	NSI Solutions, Inc.	Supplies - Lab	Turbidity QC and E. aerogenes	629.50
41437	Olin Corp - Chlor Alkali	Supplies - Chem - Sodium Hypo	Procurement of Sodium Hypochlorite	7,360.68
41438	Quality Microscope Service	Services - Maintenance	Preventive maintenance service	150.00
41439	Santa Fe Irrigation District	Utilities - Water	Water	2,112.41
41440	San Dieguito Water District	Utilities - Water	Water	892.33
41441	Southwest Valve & Equip.	Repair Parts Expense	Replacement valve	826.90
41442	Terminix Processing Center	Services - Maintenance	Pest control service	441.00
41443	Christopher A. Trees	Subsistence - Meals	Employee reimbursement - SCADA lunch meeting	71.73
41444	Univar Solutions USA Inc.	Supplies - Chemicals	Citric Acid	4,694.77
41445	UPS	Postage/Shipping	Shipping	16.79
41446	Underground Service Alert/SC	Services - Alarm	Dig alert - Aug, Safe excavation board	122.45
41447	Vantagepoint Transfer Agents	EE Deduction Benefits	ICMA - 457	6,705.25
41448	Vantagepoint Transfer Agents	ICMA Retirement	ICMA - 401a	4,462.89
41449	VEGA Americas, Inc	Repair Parts Expense	Wired radar sensor & mounting angle with adjustable bracket	1,030.41
41450	Volt Management Corp	Services - Temp	Internship program period ending - 07/03, 07/10, 07/17, and 07/24	4,286.55
41451	VWR International, Inc.	Supplies - Lab	Burner bunsen meker, Glass filter	963.47
41452	WageWorks	Payroll Processing Fees	Admin fee - Jun, Jul	278.50
41453	WM Corporate Services, Inc.	Services - Grit & Screenings	10 yard roll off bin disposal	1,597.14
41454	NRG Co., Inc.	Fuel	Fuel - Jul	2,050.22
41455	Akeso Occupation Health	Services - Medical	Covid-19 test	237.00
41456	Brax Process and Pump Equip.	Repair Parts Expense	AWP chemical pump, Sew eurodrive motor	2,691.03
41457	The Coast News Group	Advertising	RW bid advertising	585.00
41458	CWEA Membership	Dues & Memberships	Membership and Lab grade 2 renewal	250.00
41460	Grainger, Inc.	Repair Parts Expense	Replacement relays and filters for AWP tank	540.35
41461	GSM Filtration Inc.	Repair Parts Expense	Lower belts for belt press	4,238.02
41462	Hardy Diagnostics	Supplies - Lab	Various supplies	2,655.18
41463	McMaster-Carr Supply Co.	Repair Parts Expense	Various repair parts	732.96
41464	Cosby Oil Company, Inc	Fuel	Fuel - Aug	434.95
41465	NSWC Mechanical EQ of S.D. LLC	Repair Parts Expense	Replacement blower	5,274.37
41466	Polydyne Inc.	Supplies - Chem - Polymer	Clarifloc C-378, Clarifloc WE-007	8,208.46
41467	RSF Security Systems	Services - Alarm	Monthly security monitoring fee	343.00
41468	Safe Hearing America	Services - Medical	Hearing tests	1,028.60
41469	Santa Fe Irrigation District	Utilities - Water (Suppl.)	975 Valley - 07/02/22 - 08/01/22	134.64
41470	San Dieguito Water District	Utilities - Water	Water	482.58
41471	San Dieguito Water District	Utilities - Water	Water	1,558.41
41472	Southwest Valve & Equip.	Repair Parts Expense	Plug valve, grit washer liners	928.77
41473	Superior Electric Motor Svc.	Repair Parts Expense	Olivenhain pump #2 repairs	17,355.75
41474	State Water Resources Control	Dues & Memberships	Certificate - D. McGinness	60.00
41475	Terminix Processing Center	Services - Maintenance	Pest control service	94.00
41476	USA Bluebook	Supplies - Lab	Various supplies	2,847.98
41477	Vantagepoint Transfer Agents	EE Deduction Benefits	ICMA - 457	4,449.91
41478	Vantagepoint Transfer Agents	ICMA Retirement	ICMA - 401a	6,635.52
41479	Verizon Wireless	Utilities - Telephone	07/11/22 - 08/10/22	620.75
41480	Verizon Wireless	Utilities - Telephone	Cell phone - 07/08/22 - 08/07/22	1,008.90
41481	Volt Management Corp	Services - Temp	Internship period ending - 06/15/22 to 08/14/22	6,578.33
41482-41483	Void			-
41486	State Water Resources Control	Dues & Memberships	Certificate renewal - J. Boyle	110.00
On-line 677	Fuelman	Fuel	Jun	117.99
On-line 678	JCI Jones Chemicals, Inc	Supplies - Chem - Sodium Hypo	Sodium hypochlorite	3,985.76
On-line 679	P.E.R.S.	Medical Insurance - Pers	Health - Jul	23,254.11
On-line 680	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 06/11/22 - 06/24/22	15,548.42
On-line 681	ReadyRefresh	Supplies - Lab	Kitchen and lab supplies	433.69
On-line 682	Calpers	Accrued Liabilities	1959 survivor - Rate plan identifier - 23261	28.20
On-line 683	Calpers	Accrued Liabilities	1959 survivor - Rate plan identifier - 26431	401.85
On-line 684	Calpers	Accrued Liabilities	1959 survivor - Rate plan identifier - 1932	256.15
On-line 685	Calpers	Retirement Plan - PERS	Annual unfunded liability - Plan identifier 1932	306,523.00
On-line 686	Calpers	Retirement Plan - PERS	Annual unfunded liability - Plan identifier 23261	2,574.00
On-line 687	Calpers	Retirement Plan - PERS	Annual unfunded liability - Plan identifier 26431	3,483.00
On-line 688	JCI Jones Chemicals, Inc.	Supplies - Chem - Sodium Hypo	Sodium hypochlorite	4,008.99
On-line 689	Void			-
On-line 690	Void			-
On-line 691	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 06/25/22 - 07/08/22	15,662.14
On-line 692	Void			-
On-line 693	Aflac	EE Deduction Benefits	Aflac - Jul	509.40
On-line 694	BankCard Center	Supplies - Office and Safety	Shop, field, office supplies and parts	5,117.14
On-line 695	P.E.R.S.	Medical Insurance - Pers	Health - Aug	22,574.07
On-line 696	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 07/09/22 - 07/22/22	15,956.66
On-line 697	ReadyRefresh	Supplies - Lab	Kitchen and lab supplies	814.04
On-line 698	Sun Life Financial	Life Insurance/Disability	Life and disability insurance - Aug	1,748.24
On-line 699	Michelle Pizer	Training	Executive coaching	7,500.00
On-line 700	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 07/23/22 - 08/05/22	15,963.55
On-line 701	Aflac	EE Deduction Benefits	Aflac - Aug	339.60
On-line 702	BankCard Center	COVID19-Supplies-Equipment	Shop, field, office supplies and parts	6,271.06
On-line 703	San Diego Gas & Electric	Utilities - Gas & Electric	Gas and electric - 07/12/22 - 08/09/22	99,191.66
On-line 704	Sun Life Financial	Life Insurance/Disability	Life and disability insurance - Sep	1,934.94
	San Elijo Payroll Account	Payroll	Payroll - 07/01/2022	109,614.07
	San Elijo Payroll Account	Payroll	Payroll - 07/15/2022	81,147.91
	San Elijo Payroll Account	Payroll	Payroll - 07/29/2022	89,514.58
	San Elijo Payroll Account	Payroll	Payroll - 08/12/2022	84,447.06
	San Elijo Payroll Account	Payroll	Payroll - 08/26/2022	82,022.98
				<u>\$ 2,138,127.66</u>

SAN ELIJO JOINT POWERS AUTHORITY

PAYMENT OF WARRANTS SUMMARY

**For the Month of July and August 2022
As of August 31, 2022**

PAYMENT OF WARRANTS	\$ 2,138,127.66
Reference Number	22-09

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.



Amy Chang
Director of Finance & Administration

STATEMENT OF FUNDS AVAILABLE FOR PAYMENT OF WARRANTS
AND INVESTMENT INFORMATION
As of August 31, 2022

FUNDS ON DEPOSIT WITH	AMOUNT
LOCAL AGENCY INVESTMENT FUND <i>(JULY 2022 YIELD 1.090%)</i>	
UNRESTRICTED DEPOSITS	\$ 16,128,162.22
CALIFORNIA BANK AND TRUST <i>(2022 JULY YIELD 0.01%)</i>	
REGULAR CHECKING	1,702,979.97
PAYROLL CHECKING	5,000.00
PARS - TRUSTEE (POST-EMPLOYMENT BENEFITS TRUST) <i>(JULY 2022 YIELD 4.71%)</i>	411,037.08
TOTAL RESOURCES	<u>\$ 18,247,179.27</u>

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 20, 2022

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: WASTEWATER TREATMENT 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 2022. 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 **99.3** percent removal, respectively, during the month of June.

Exceptional Water Treatment

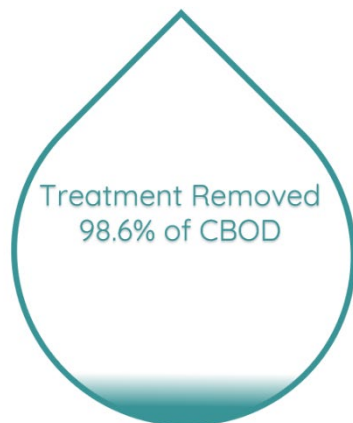
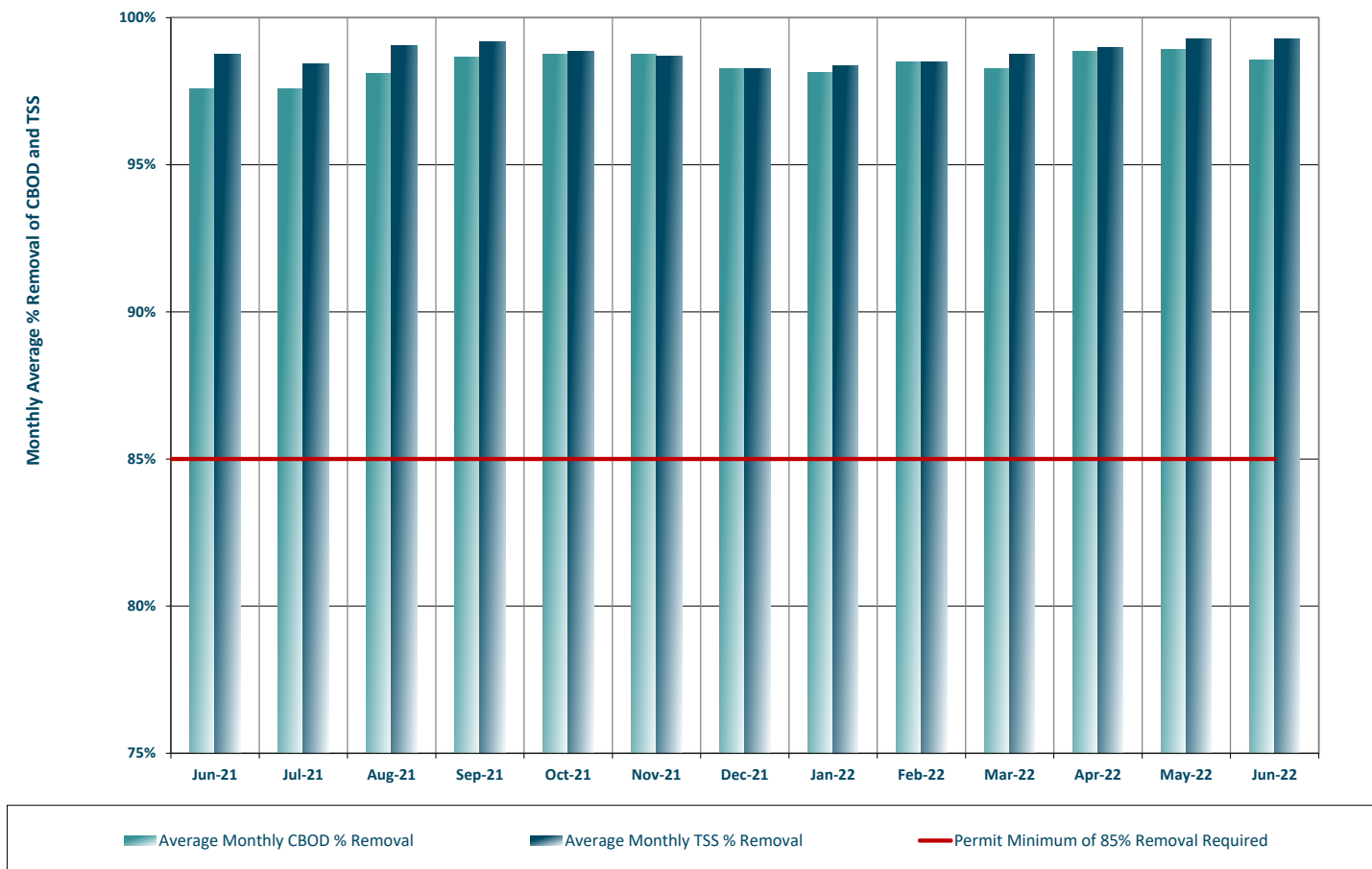


Figure 1 (below) shows historic treatment performance trends for the removal of CBOD and TSS over the last 13 months compared to the permit minimum removal requirement of 85%.

Figure 1: Wastewater Treatment Performance of the SEJPA % Removal of Carbonaceous Biochemical Oxygen Demand (CBOD) and Total Suspended Solids (TSS)



Figures 2 and 3 (below) show historic influent vs effluent CBOD and TSS concentration fluctuations in the strength of the wastewater being received and discharged by the SEJPA.

FIGURE 2: TREATED EFFLUENT FLOWS REMOVAL OF CBOD

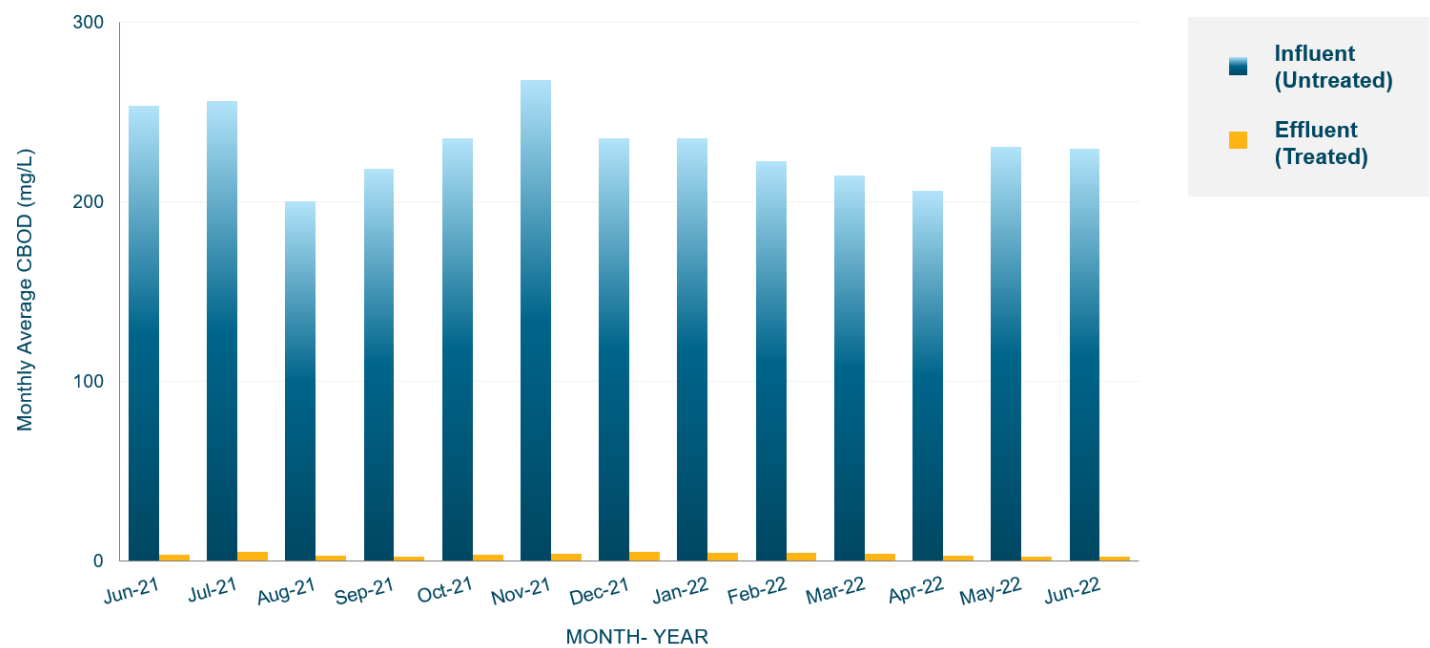
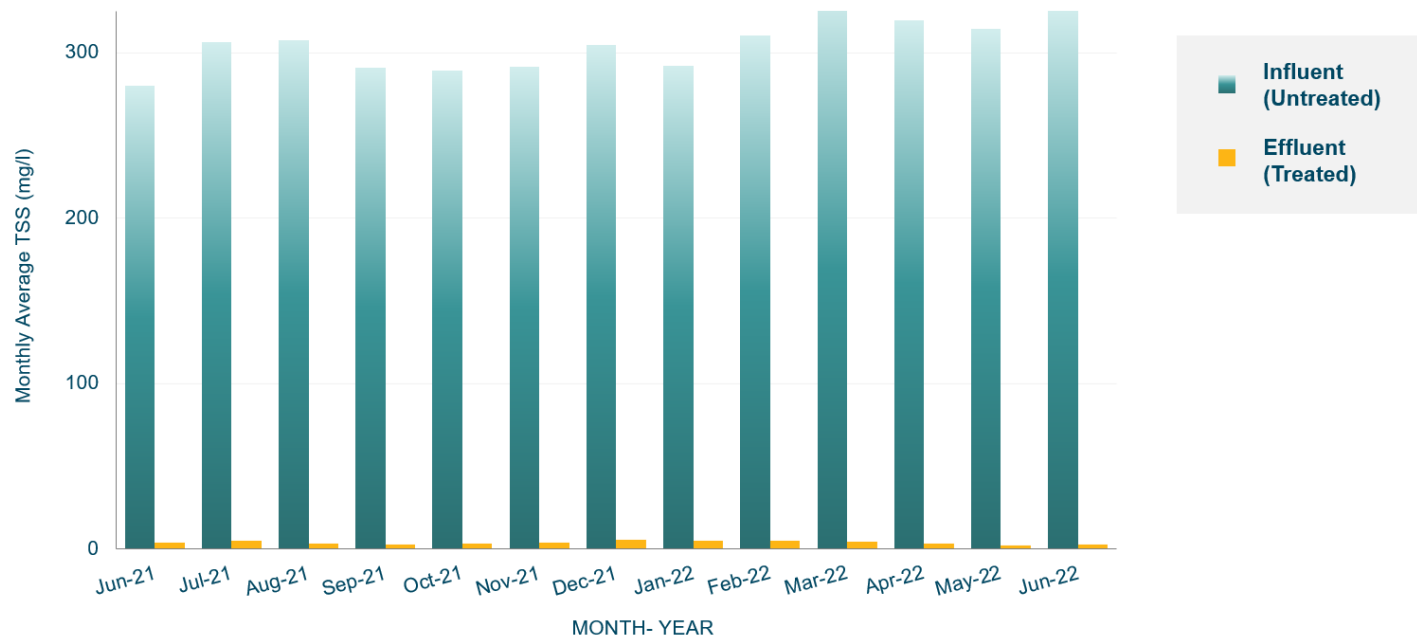


FIGURE 3: TREATED EFFLUENT FLOWS REMOVAL OF TSS



Member Agency Flows

Table 1 (below) presents 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 Campus. Approximately 91% of the influent flow was recycled for irrigation use in June.

TABLE 1 – INFLUENT AND EFFLUENT FLOWS IN JUNE

JUNE			
	Influent (mgd)	Recycled Water (mgd)	Effluent (mgd)*
Cardiff Sanitary Division	1.133	1.029	0.104
City of Solana Beach	0.921	0.837	0.084
Rancho Santa Fe SID	0.138	0.125	0.013
City of Del Mar	0.452	0.411	0.041
Total San Elijo Water Campus Flow	2.644	2.402	0.242

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

Table 2 (below) presents the historical average and unit influent rates per month for each of the Member Agencies during the past 3 years. It also presents the number of connected Equivalent Dwelling Units (EDUs) for each of the Member Agencies during this same time period.

TABLE 2 - SAN ELIJO WATER CAMPUS MONTHLY REPORT - FLOWS AND EDUS

MONTH	AVERAGE DAILY INFLUENT FLOW RATE (MGD)					CONNECTED EDUs					AVERAGE UNIT INFLUENT FLOW RATE (GAL/EDU/DAY)				
	CSD	RSF	SB	DM	TOTAL PLANT	CSD	RSF	SB	DM	TOTAL EDUS	CSD	RSF	SB	DM	TOTAL PLANT
Apr-19	1.119	0.138	0.887	0.334	2.478	8,494	568	8,083	2,611	19,756	132	243	110	128	125
May-19	1.125	0.133	0.880	0.361	2.499	8,494	568	8,083	2,611	19,756	132	234	109	138	126
Jun-19	1.162	0.126	0.903	0.507	2.698	8,504	568	8,083	2,611	19,766	137	222	112	194	136
Jul-19	1.127	0.128	0.924	0.546	2.725	8,504	568	8,083	2,611	19,766	133	226	114	209	138
Aug-19	1.148	0.126	0.938	0.567	2.779	8,505	570	8,105	2,612	19,792	135	221	116	217	140
Sep-19	1.131	0.132	0.918	0.393	2.574	8,507	570	8,105	2,612	19,794	133	232	113	150	130
Oct-19	1.120	0.124	0.914	0.378	2.536	8,507	571	8,105	2,612	19,795	132	217	113	145	128
Nov-19	1.230	0.137	0.927	0.437	2.731	8,510	571	8,105	2,612	19,798	145	240	114	172	138
Dec-19	1.347	0.173	0.946	0.483	2.949	8,516	571	8,105	2,612	19,804	158	303	117	185	149
Jan-20	1.194	0.163	0.917	0.410	2.684	8,517	571	8,105	2,612	19,805	140	286	113	157	136
Feb-20	1.176	0.146	0.919	0.352	2.593	8,517	571	8,105	2,612	19,805	138	256	113	135	131
Mar-20	1.432	0.185	0.907	0.389	2.913	8,519	572	8,105	2,612	19,808	168	324	112	149	147
Apr-20	1.720	0.231	0.912	0.377	3.240	8,522	572	8,105	2,612	19,811	202	404	113	153	164
May-20	1.293	0.158	0.853	0.304	2.608	8,523	573	8,105	2,612	19,813	152	276	105	133	132
Jun-20	1.251	0.164	0.897	0.434	2.746	8,534	576	8,105	2,612	19,826	147	285	111	179	139
Jul-20	1.231	0.157	0.937	0.548	2.873	8,535	576	8,110	2,616	19,837	144	273	116	222	145
Aug-20	1.226	0.156	0.950	0.478	2.810	8,540	577	8,110	2,616	19,843	144	271	117	194	142
Sep-20	1.225	0.151	0.956	0.362	2.694	8,540	578	8,110	2,616	19,844	143	261	118	146	136
Oct-20	1.197	0.142	0.940	0.316	2.595	8,543	579	8,110	2,616	19,848	140	245	116	128	131
Nov-20	1.200	0.142	0.927	0.341	2.610	8,543	579	8,110	2,616	19,848	140	245	114	138	131
Dec-20	1.217	0.141	0.893	0.304	2.555	8,543	579	8,110	2,616	19,848	142	244	110	123	129
Jan-21	1.238	0.150	0.909	0.323	2.620	8,543	579	8,110	2,616	19,848	145	259	112	129	132
Feb-21	1.224	0.151	0.926	0.306	2.607	8,548	579	8,110	2,616	19,853	143	261	114	121	131
Mar-21	1.291	0.160	0.968	0.332	2.751	8,548	579	8,110	2,616	19,853	151	277	119	131	139
Apr-21	1.232	0.160	0.925	0.320	2.637	8,552	579	8,110	2,616	19,857	144	277	114	129	133
May-21	1.189	0.157	0.932	0.323	2.601	8,552	579	8,110	2,616	19,857	139	271	115	130	131
Jun-21	1.218	0.148	0.938	0.358	2.662	8,554	579	8,110	2,616	19,859	142	256	116	145	134
Jul-21	1.183	0.144	0.972	0.435	2.734	8,554	579	8,124	2,616	19,873	138	249	120	178	138
Aug-21	1.178	0.150	0.966	0.480	2.774	8,556	579	8,124	2,616	19,875	138	259	119	196	140
Sep-21	1.153	0.129	0.948	0.353	2.583	8,557	579	8,124	2,616	19,876	135	223	117	144	130
Oct-21	1.225	0.126	0.885	0.329	2.565	8,557	579	8,124	2,616	19,876	143	218	109	139	129
Nov-21	1.156	0.131	0.911	0.329	2.527	8,557	581	8,124	2,616	19,878	135	226	112	135	127
Dec-21	1.264	0.145	0.913	0.310	2.632	8,557	581	8,124	2,616	19,878	148	250	112	127	132
Jan-22	1.174	0.140	0.906	0.357	2.577	8,557	581	8,124	2,616	19,878	137	241	112	145	130
Feb-22	1.113	0.158	0.929	0.300	2.500	8,557	581	8,124	2,616	19,878	130	272	114	120	126
Mar-22	1.176	0.142	0.946	0.307	2.571	8,557	581	8,124	2,616	19,878	137	245	116	123	129
Apr-22	1.134	0.140	0.875	0.315	2.464	8,557	582	8,124	2,616	19,879	133	241	108	129	124
May-22	1.146	0.140	0.877	0.301	2.464	8,557	582	8,124	2,616	19,879	134	241	108	123	124
Jun-22	1.133	0.138	0.921	0.452	2.644	8,557	583	8,124	2,616	19,880	132	237	113	184	133

CSD: Cardiff Sanitary Division

RSF CSD: Ranch Santa Fe Community Service District

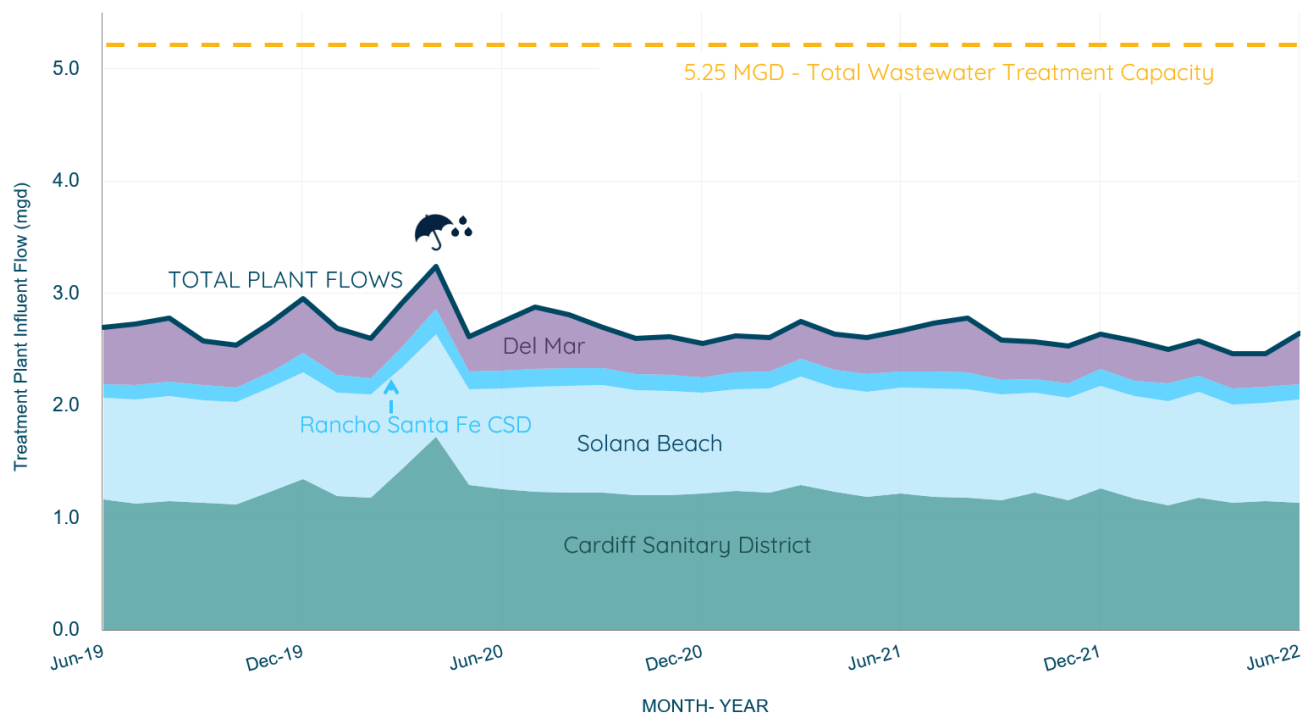
SB: Solana Beach

DM: City of Del Mar

EDU: Equivalent Dwelling Unit

Figure 4 (below) presents the 3-year historical average daily flows per month for each Member Agency. This is to provide a historical overview of the average flow treated for each agency. Also shown in Figure 4 is the total wastewater treatment capacity of the water campus, 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.

FIGURE 4: SEJPA AVERAGE DAILY FLOWS OVER THE PAST 3 YEARS



City of Escondido Flows

The average and peak flow rate for the month of June 2022 from the City of Escondido's Hale Avenue Resource Recovery Facility, which discharges through the San Elijo Ocean Outfall, is reported below in Table 3.

TABLE 3 – CITY OF ESCONDIDO FLOWS

	Flow (mgd)
Escondido (Average flow rate)	7.98
Escondido (Peak flow rate)	18.1

Connected Equivalent Dwelling Units

The City of Solana Beach and the City of Del Mar updated the number of connected EDUs that are reported to the SEJPA in July 2021. The City of Encinitas and Rancho Santa Fe CSD update their connected EDUs report every month. The number of EDUs connected for each of the Member Agencies and lease agencies is reported in Table 4 below.

TABLE 4 – CONNECTED EDUs BY AGENCY

	Connected (EDU)
Cardiff Sanitary Division	8,557
Rancho Santa Fe SID	582
City of Solana Beach	7,787
San Diego (to Solana Beach)	337
City of Del Mar	2,616
Total EDUs to System	19,879

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 20, 2022

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: WASTEWATER TREATMENT REPORT

RECOMMENDATION

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

DISCUSSION

Monthly Treatment Plant Performance and Evaluation

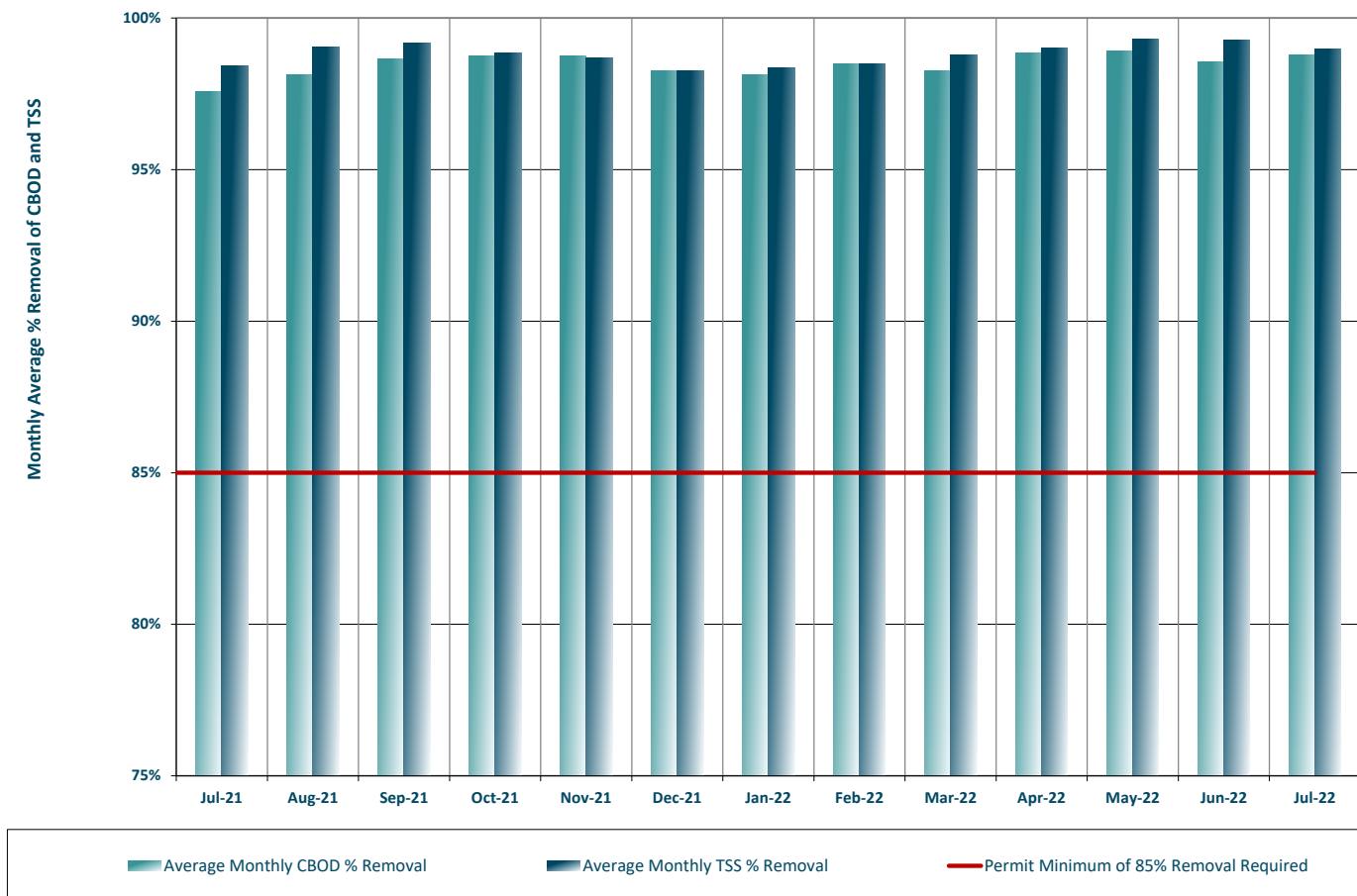
Wastewater treatment for the San Elijo Joint Powers Authority (SEJPA) met all National Pollutant Discharge Elimination System (NPDES) ocean effluent limitation requirements for the month of July 2022. The primary indicators of treatment performance include the removal of Carbonaceous Biochemical Oxygen 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 **98.8** and **99.0** percent removal, respectively, during the month of July.

Exceptional Water Treatment



Figure 1 (below) shows historic treatment performance trends for the removal of CBOD and TSS over the last 13 months compared to the permit minimum removal requirement of 85%.

Figure 1: Wastewater Treatment Performance of the SEJPA % Removal of Carbonaceous Biochemical Oxygen Demand (CBOD) and Total Suspended Solids (TSS)



Figures 2 and 3 (below) show historic influent vs effluent CBOD and TSS concentration fluctuations in the strength of the wastewater being received and discharged by the SEJPA.

FIGURE 2: TREATED EFFLUENT FLOWS REMOVAL OF CBOD

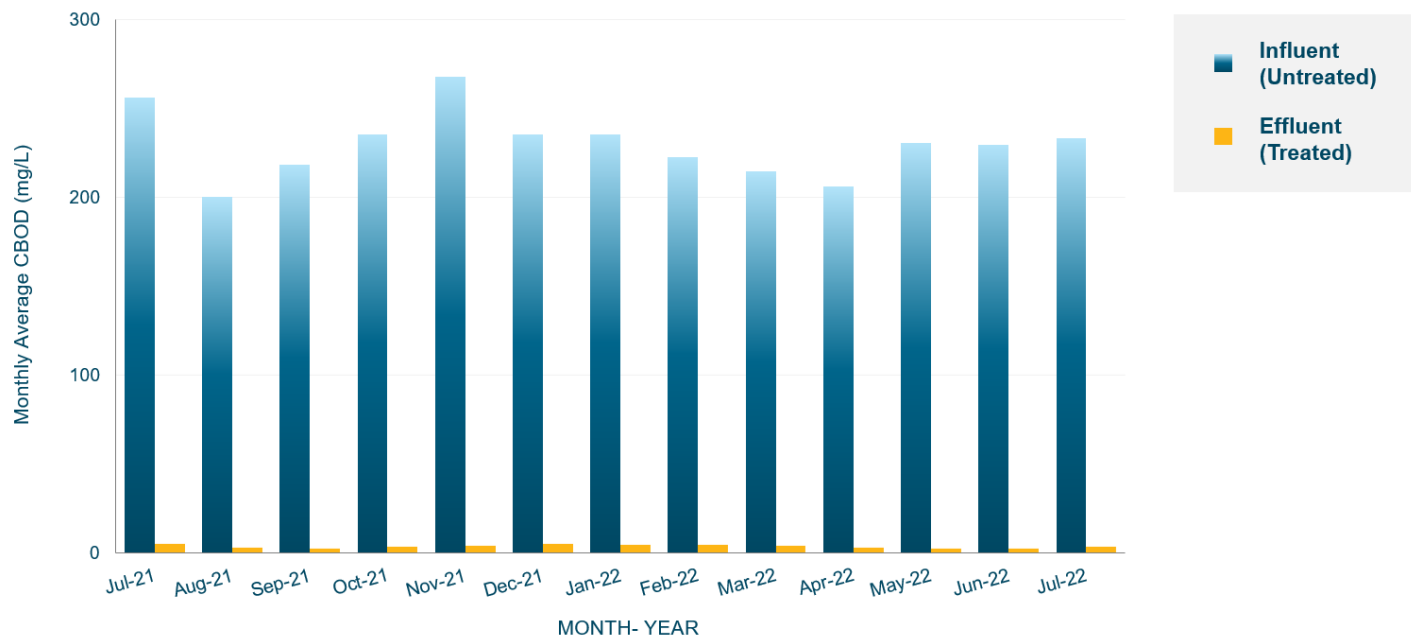
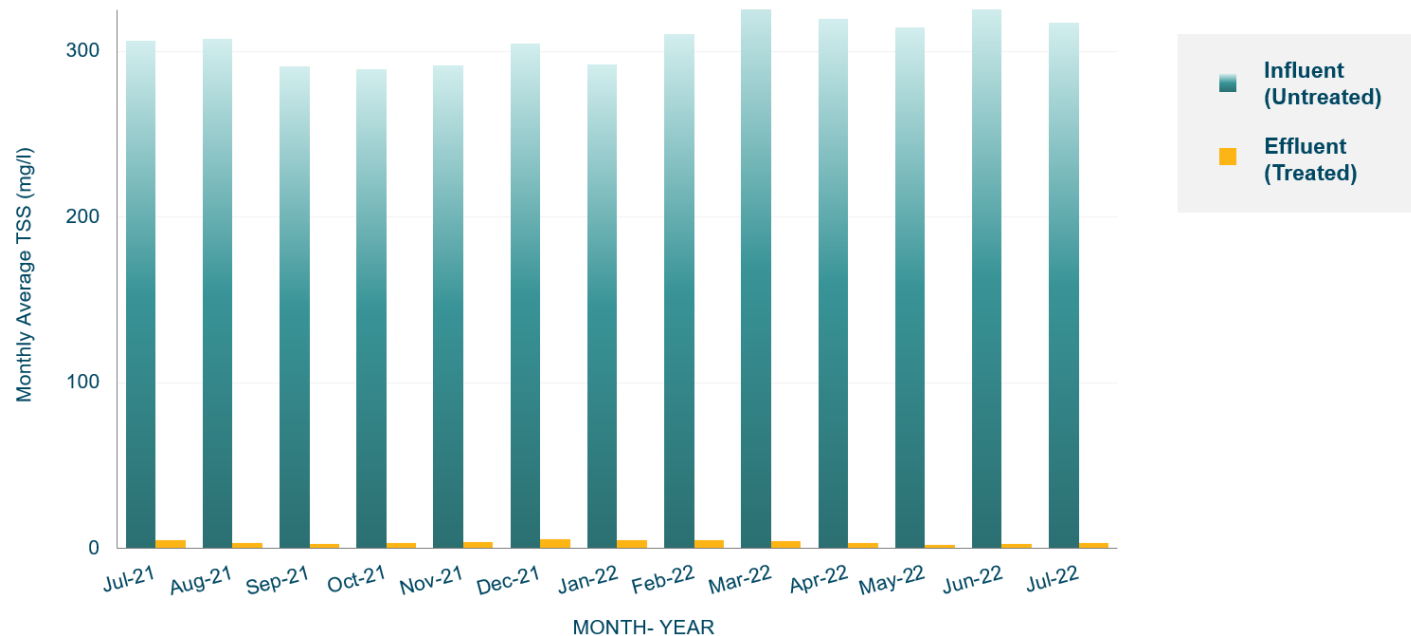


FIGURE 3: TREATED EFFLUENT FLOWS REMOVAL OF TSS



Member Agency Flows

Table 1 (below) presents 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 Campus. Approximately 91% of the influent flow was recycled for irrigation use in July.

TABLE 1 – INFLUENT AND EFFLUENT FLOWS IN JULY

JULY			
	Influent (mgd)	Recycled Water (mgd)	Effluent (mgd)*
Cardiff Sanitary Division	1.124	1.020	0.104
City of Solana Beach	0.948	0.860	0.088
Rancho Santa Fe SID	0.129	0.117	0.012
City of Del Mar	0.438	0.397	0.041
Total San Elijo Water Campus Flow	2.639	2.394	0.245

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

Table 2 (below) presents the historical average and unit influent rates per month for each of the Member Agencies during the past 3 years. It also presents the number of connected Equivalent Dwelling Units (EDUs) for each of the Member Agencies during this same time period.

TABLE 2 - SAN ELIJO WATER CAMPUS MONTHLY REPORT - FLOWS AND EDUS

	AVERAGE DAILY INFLUENT FLOW RATE (MGD)					CONNECTED EDUs					AVERAGE UNIT INFLUENT FLOW RATE (GAL/EDU/DAY)						
MONTH	CSD	RSF	CSD	SB	DM	TOTAL PLANT	CSD	RSF	CSD	SB	DM	TOTAL EDUS	CSD	RSF	SB	DM	TOTAL PLANT
Apr-19	1.119	0.138	0.887	0.334	2.478	2.478	8,494	568	8,083	2,611	19,756	132	243	110	128	125	
May-19	1.125	0.133	0.880	0.361	2.499	2.499	8,494	568	8,083	2,611	19,756	132	234	109	138	126	
Jun-19	1.162	0.126	0.903	0.507	2.698	2.698	8,504	568	8,083	2,611	19,766	137	222	112	194	136	
Jul-19	1.127	0.128	0.924	0.546	2.725	2.725	8,504	568	8,083	2,611	19,766	133	226	114	209	138	
Aug-19	1.148	0.126	0.938	0.567	2.779	2.779	8,505	570	8,105	2,612	19,792	135	221	116	217	140	
Sep-19	1.131	0.132	0.918	0.393	2.574	2.574	8,507	570	8,105	2,612	19,794	133	232	113	150	130	
Oct-19	1.120	0.124	0.914	0.378	2.536	2.536	8,507	571	8,105	2,612	19,795	132	217	113	145	128	
Nov-19	1.230	0.137	0.927	0.437	2.731	2.731	8,510	571	8,105	2,612	19,798	145	240	114	172	138	
Dec-19	1.347	0.173	0.946	0.483	2.949	2.949	8,516	571	8,105	2,612	19,804	158	303	117	185	149	
Jan-20	1.194	0.163	0.917	0.410	2.684	2.684	8,517	571	8,105	2,612	19,805	140	286	113	157	136	
Feb-20	1.176	0.146	0.919	0.352	2.593	2.593	8,517	571	8,105	2,612	19,805	138	256	113	135	131	
Mar-20	1.432	0.185	0.907	0.389	2.913	2.913	8,519	572	8,105	2,612	19,808	168	324	112	149	147	
Apr-20	1.720	0.231	0.912	0.377	3.240	3.240	8,522	572	8,105	2,612	19,811	202	404	113	153	164	
May-20	1.293	0.158	0.853	0.304	2.608	2.608	8,523	573	8,105	2,612	19,813	152	276	105	133	132	
Jun-20	1.251	0.164	0.897	0.434	2.746	2.746	8,534	576	8,105	2,612	19,826	147	285	111	179	139	
Jul-20	1.231	0.157	0.937	0.548	2.873	2.873	8,535	576	8,110	2,616	19,837	144	273	116	222	145	
Aug-20	1.226	0.156	0.950	0.478	2.810	2.810	8,540	577	8,110	2,616	19,843	144	271	117	194	142	
Sep-20	1.225	0.151	0.956	0.362	2.694	2.694	8,540	578	8,110	2,616	19,844	143	261	118	146	136	
Oct-20	1.197	0.142	0.940	0.316	2.595	2.595	8,543	579	8,110	2,616	19,848	140	245	116	128	131	
Nov-20	1.200	0.142	0.927	0.341	2.610	2.610	8,543	579	8,110	2,616	19,848	140	245	114	138	131	
Dec-20	1.217	0.141	0.893	0.304	2.555	2.555	8,543	579	8,110	2,616	19,848	142	244	110	123	129	
Jan-21	1.238	0.150	0.909	0.323	2.620	2.620	8,543	579	8,110	2,616	19,848	145	259	112	129	132	
Feb-21	1.224	0.151	0.926	0.306	2.607	2.607	8,548	579	8,110	2,616	19,853	143	261	114	121	131	
Mar-21	1.291	0.160	0.968	0.332	2.751	2.751	8,548	579	8,110	2,616	19,853	151	277	119	131	139	
Apr-21	1.232	0.160	0.925	0.320	2.637	2.637	8,552	579	8,110	2,616	19,857	144	277	114	129	133	
May-21	1.189	0.157	0.932	0.323	2.601	2.601	8,552	579	8,110	2,616	19,857	139	271	115	130	131	
Jun-21	1.218	0.148	0.938	0.358	2.662	2.662	8,554	579	8,110	2,616	19,859	142	256	116	145	134	
Jul-21	1.183	0.144	0.972	0.435	2.734	2.734	8,554	579	8,124	2,616	19,873	138	249	120	178	138	
Aug-21	1.178	0.150	0.966	0.480	2.774	2.774	8,556	579	8,124	2,616	19,875	138	259	119	196	140	
Sep-21	1.153	0.129	0.948	0.353	2.583	2.583	8,557	579	8,124	2,616	19,876	135	223	117	144	130	
Oct-21	1.225	0.126	0.885	0.329	2.565	2.565	8,557	579	8,124	2,616	19,876	143	218	109	139	129	
Nov-21	1.156	0.131	0.911	0.329	2.527	2.527	8,557	581	8,124	2,616	19,878	135	226	112	135	127	
Dec-21	1.264	0.145	0.913	0.310	2.632	2.632	8,557	581	8,124	2,616	19,878	148	250	112	127	132	
Jan-22	1.174	0.140	0.906	0.357	2.577	2.577	8,557	581	8,124	2,616	19,878	137	241	112	145	130	
Feb-22	1.113	0.158	0.929	0.300	2.500	2.500	8,557	581	8,124	2,616	19,878	130	272	114	120	126	
Mar-22	1.176	0.142	0.946	0.307	2.571	2.571	8,557	581	8,124	2,616	19,878	137	245	116	123	129	
Apr-22	1.134	0.140	0.875	0.315	2.464	2.464	8,557	582	8,124	2,616	19,879	133	241	108	129	124	
May-22	1.146	0.140	0.877	0.301	2.464	2.464	8,557	582	8,124	2,616	19,879	134	241	108	123	124	
Jun-22	1.133	0.138	0.921	0.452	2.644	2.644	8,557	583	8,124	2,616	19,880	132	237	113	184	133	
Jul-22	1.124	0.129	0.948	0.438	2.639	2.639	8,557	583	8,142	2,616	19,898	131	221	116	179	133	

CSD: Cardiff Sanitary Division

RSF CSD: Ranch Santa Fe Community Service District

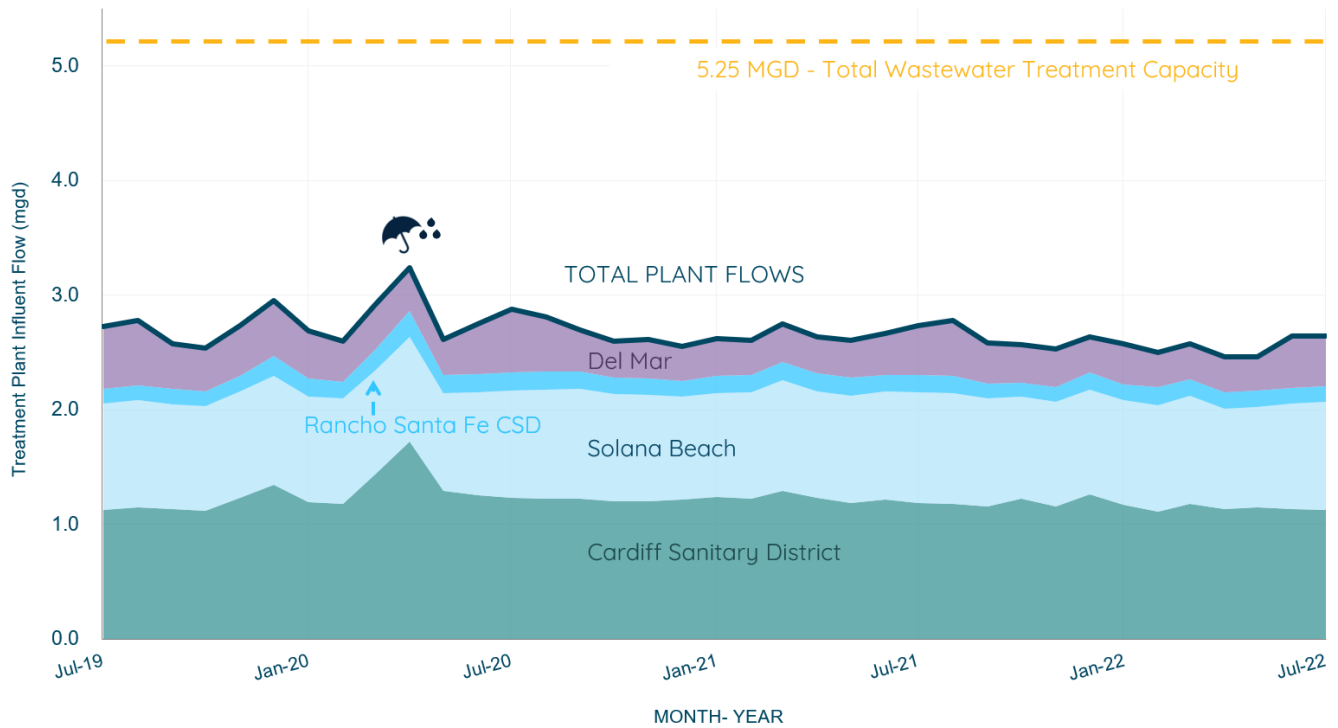
SB: Solana Beach

DM: City of Del Mar

EDU: Equivalent Dwelling Unit

Figure 4 (below) presents the 3-year historical average daily flows per month for each Member Agency. This is to provide a historical overview of the average flow treated for each agency. Also shown in Figure 4 is the total wastewater treatment capacity of the water campus, 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.

FIGURE 4: SEJPA AVERAGE DAILY FLOWS OVER THE PAST 3 YEARS



City of Escondido Flows

The average and peak flow rate for the month of July 2022 from the City of Escondido's Hale Avenue Resource Recovery Facility, which discharges through the San Elijo Ocean Outfall, is reported below in Table 3.

TABLE 3 – CITY OF ESCONDIDO FLOWS

	Flow (mgd)
Escondido (Average flow rate)	7.29
Escondido (Peak flow rate)	18.0

Connected Equivalent Dwelling Units

The City of Solana Beach and the City of Del Mar updated the number of connected EDUs that are reported to the SEJPA in July 2022. The City of Encinitas and Rancho Santa Fe CSD update their connected EDUs report every month. The number of EDUs connected for each of the Member Agencies and lease agencies is reported in Table 4 below.

TABLE 4 – CONNECTED EDUs BY AGENCY

	Connected (EDU)
Cardiff Sanitary Division	8,557
Rancho Santa Fe SID	583
City of Solana Beach	7,806
San Diego (to Solana Beach)	337
City of Del Mar	2,616
Total EDUs to System	19,898

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 20, 2022

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: RECYCLED WATER REPORT

RECOMMENDATION

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

DISCUSSION

Recycled Water Production

For the month of June 2022, recycled water demand was 232.2 acre-feet (AF), which was met using 231.1 AF of recycled water and 1.1 AF supplementation with potable water.

June demand was 22.5% above budget expectations of 189 AF. The total water production for FY 2021-22 was above budget by 10.7%.

Figure 1 (attached) provides a graphical view of annual recycled water demand spanning the last 10 fiscal years, with the overlay of annual rainfall. Since the recycled water program primarily serves outdoor irrigation, annual demand is reduced during wet periods and increases during times of drought. Figure 2 (attached) shows the monthly recycled water demand for each June for the last ten years to provide a year-over-year comparison. Figure 3 (attached) compares budget versus actual recycled water sales for FY 2021-22.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

FIGURE 1: RECYCLED WATER DEMAND AND RAINFALL COMPARISON

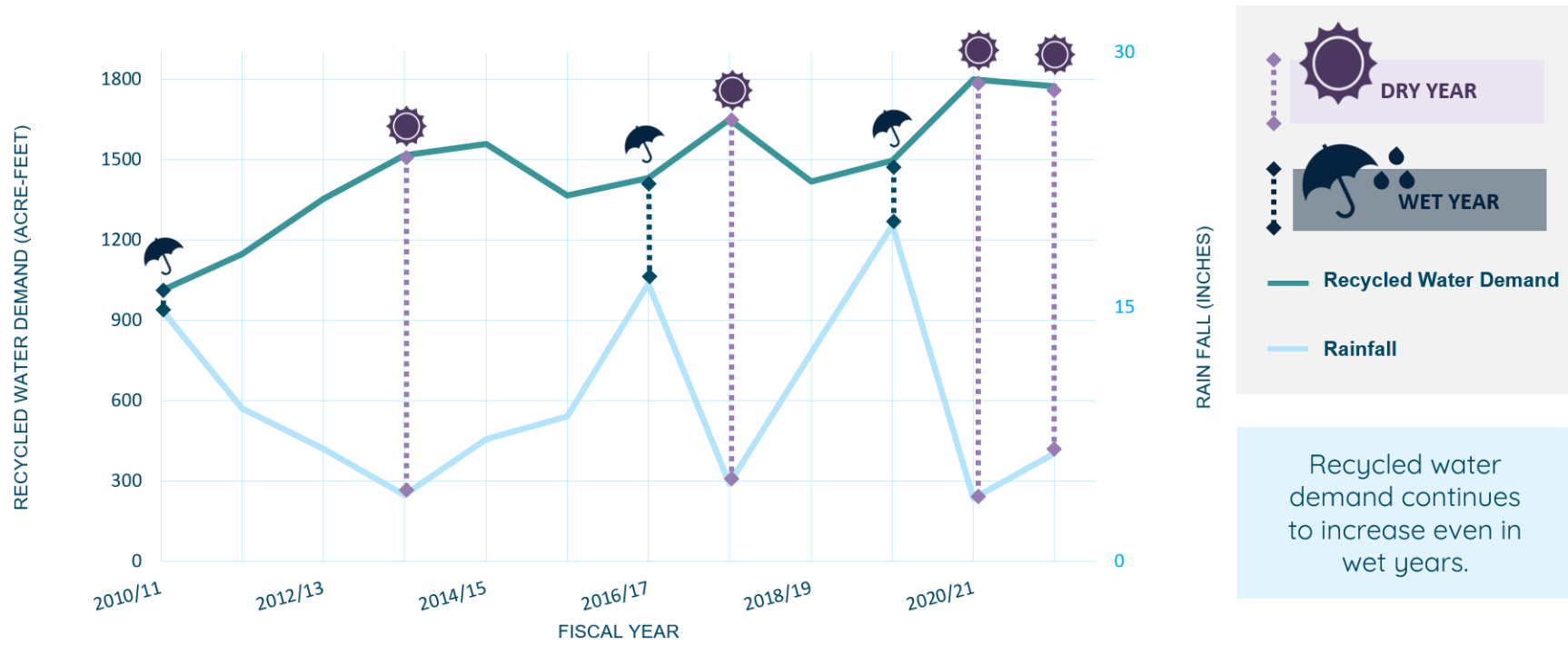


FIGURE 2: JUNE RECYCLED WATER DEMAND

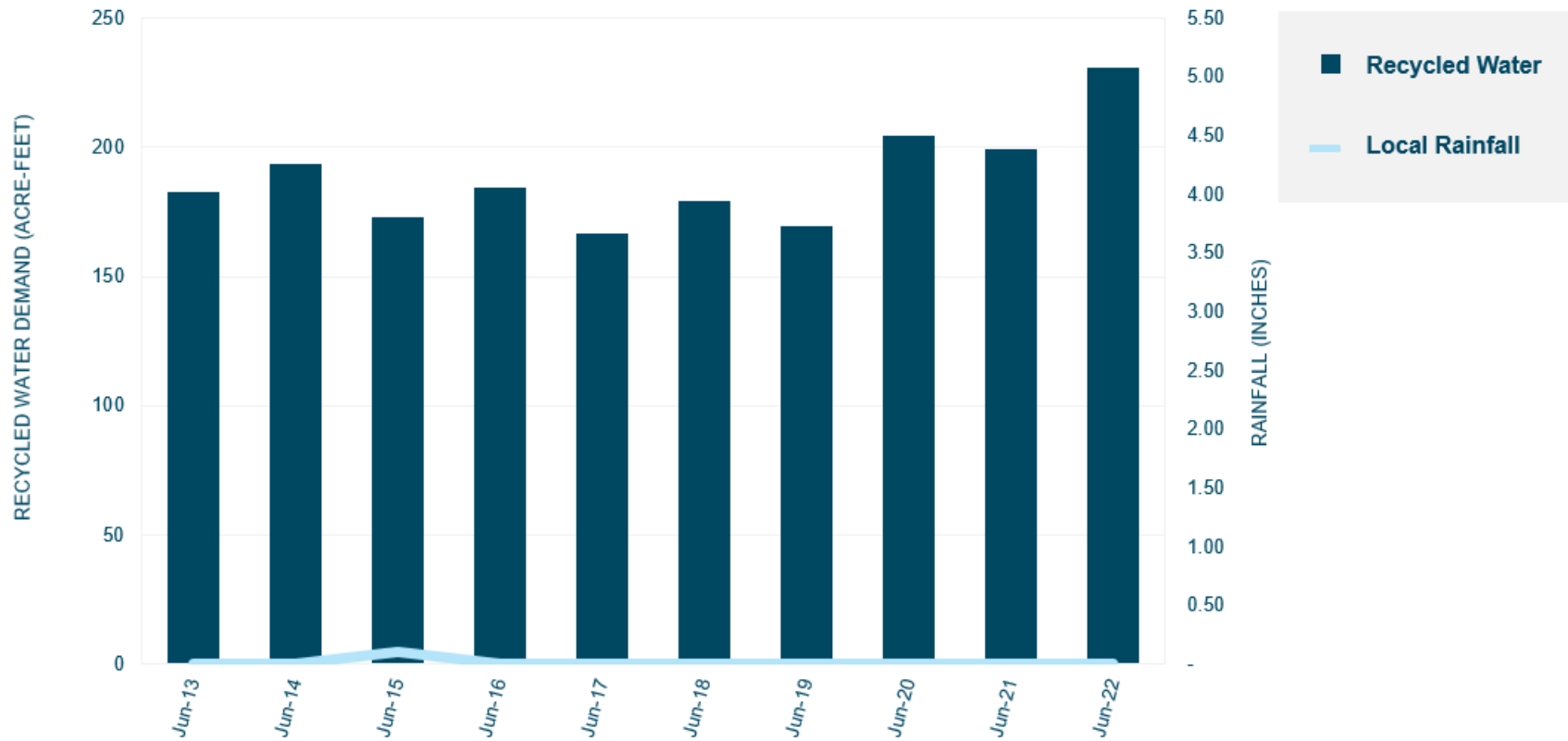
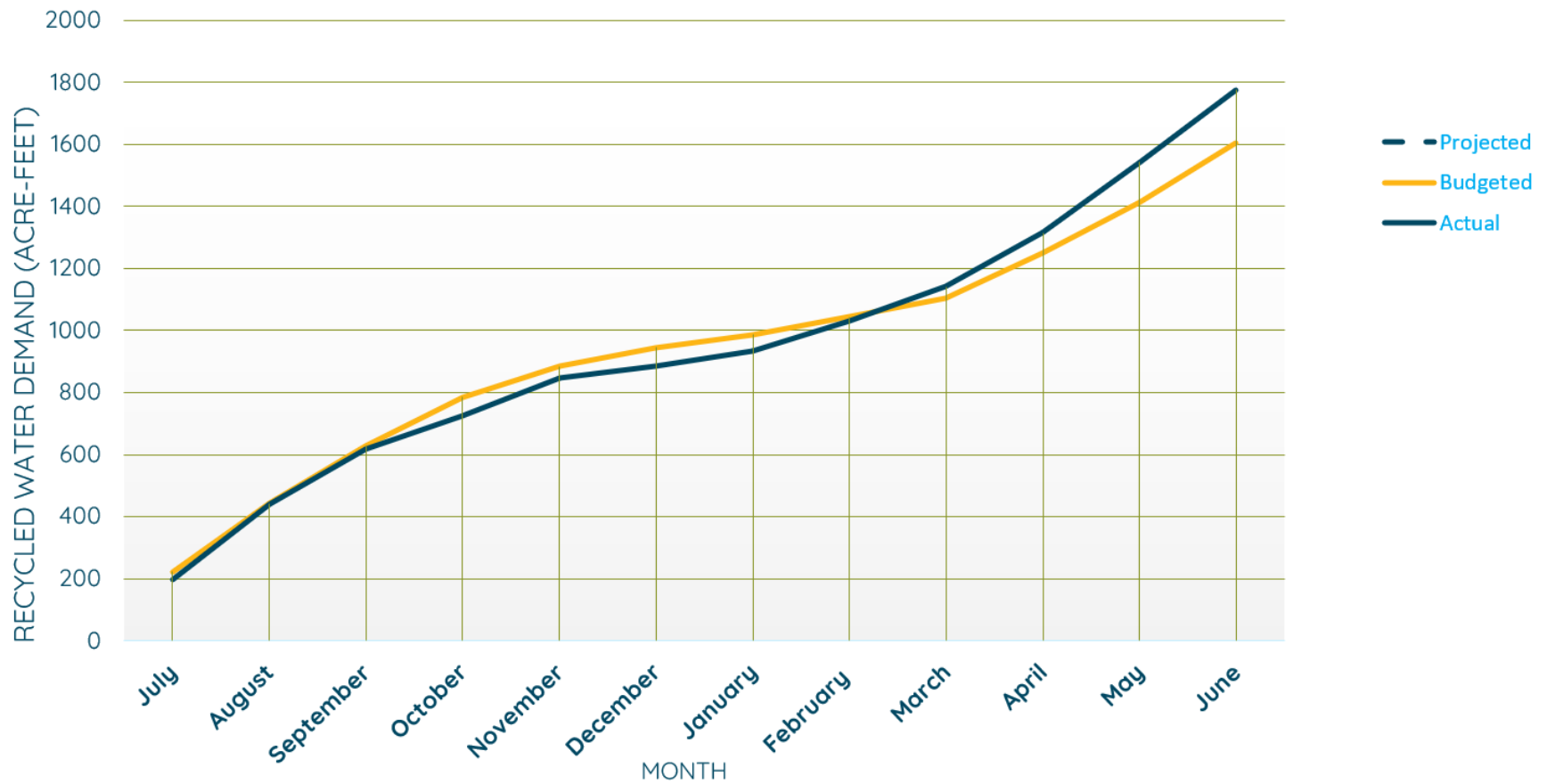


FIGURE 3: FY2021/22 CUMULATIVE DEMAND VS BUDGET



SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 20, 2022

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: RECYCLED WATER REPORT

RECOMMENDATION

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

DISCUSSION

Recycled Water Production

For the month of July 2022, recycled water demand was 250.6 acre-feet (AF), which was met using 248.8 AF of recycled water and 1.8 AF supplementation with potable water. July demand was 11.2% above budget expectations of 225 AF.

Figure 1 (attached) provides a graphical view of annual recycled water demand spanning the last 10 fiscal years, with the overlay of annual rainfall. Since the recycled water program primarily serves outdoor irrigation, annual demand is reduced during wet periods and increases during times of drought. Figure 2 (attached) shows the monthly recycled water demand for each July for the last ten years to provide a year-over-year comparison. Figure 3 (attached) compares budget versus actual recycled water sales for FY 2021-22.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

FIGURE 1: RECYCLED WATER DEMAND AND RAINFALL COMPARISON

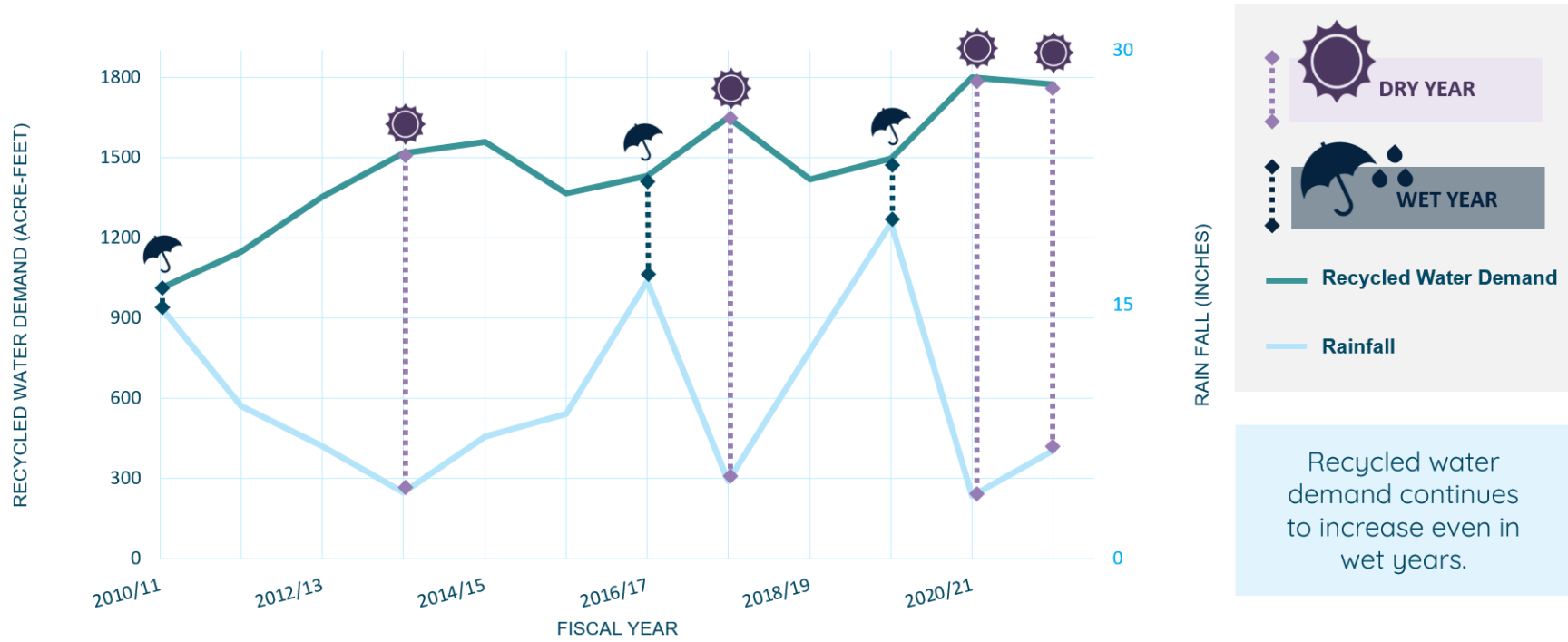


FIGURE 2: JULY RECYCLED WATER DEMAND

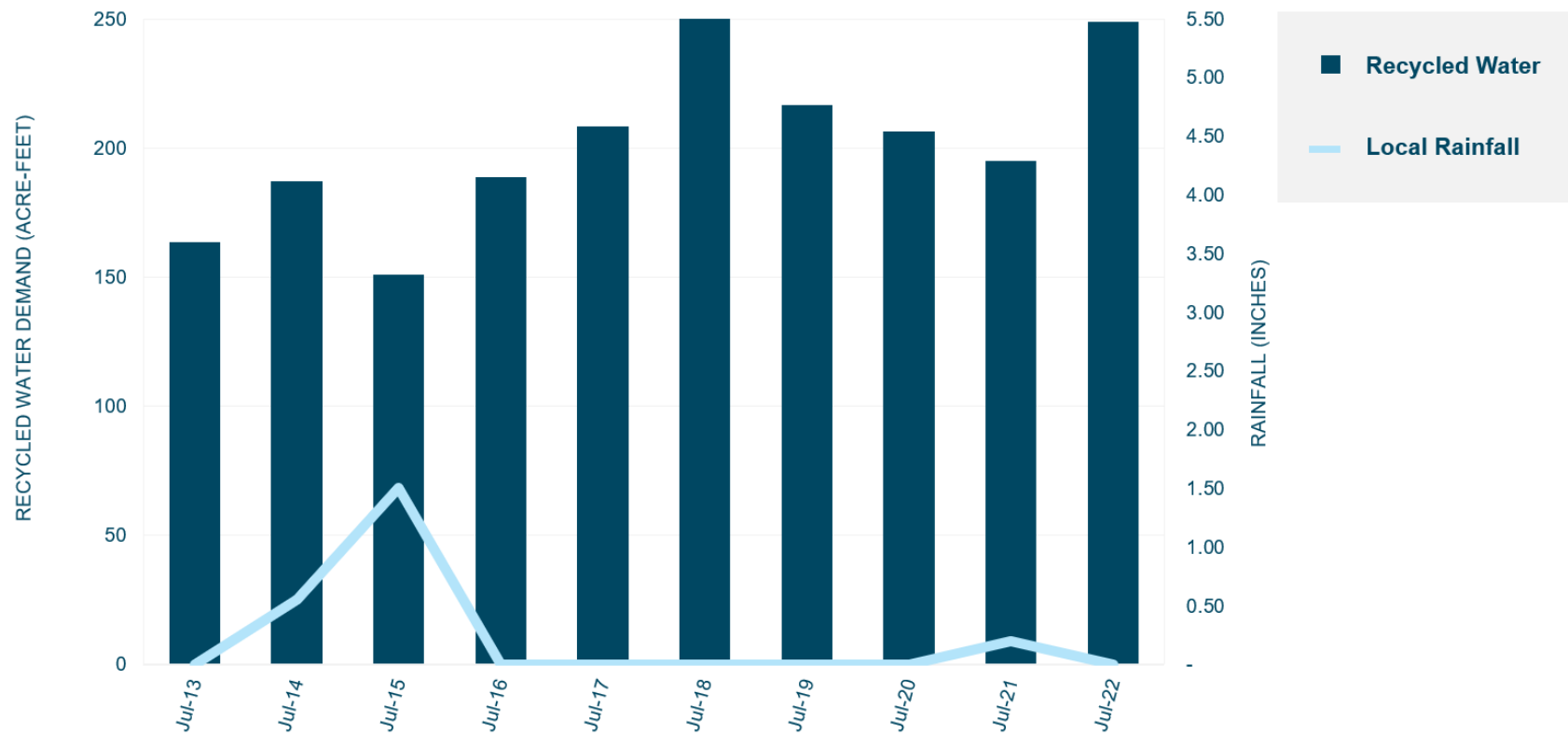
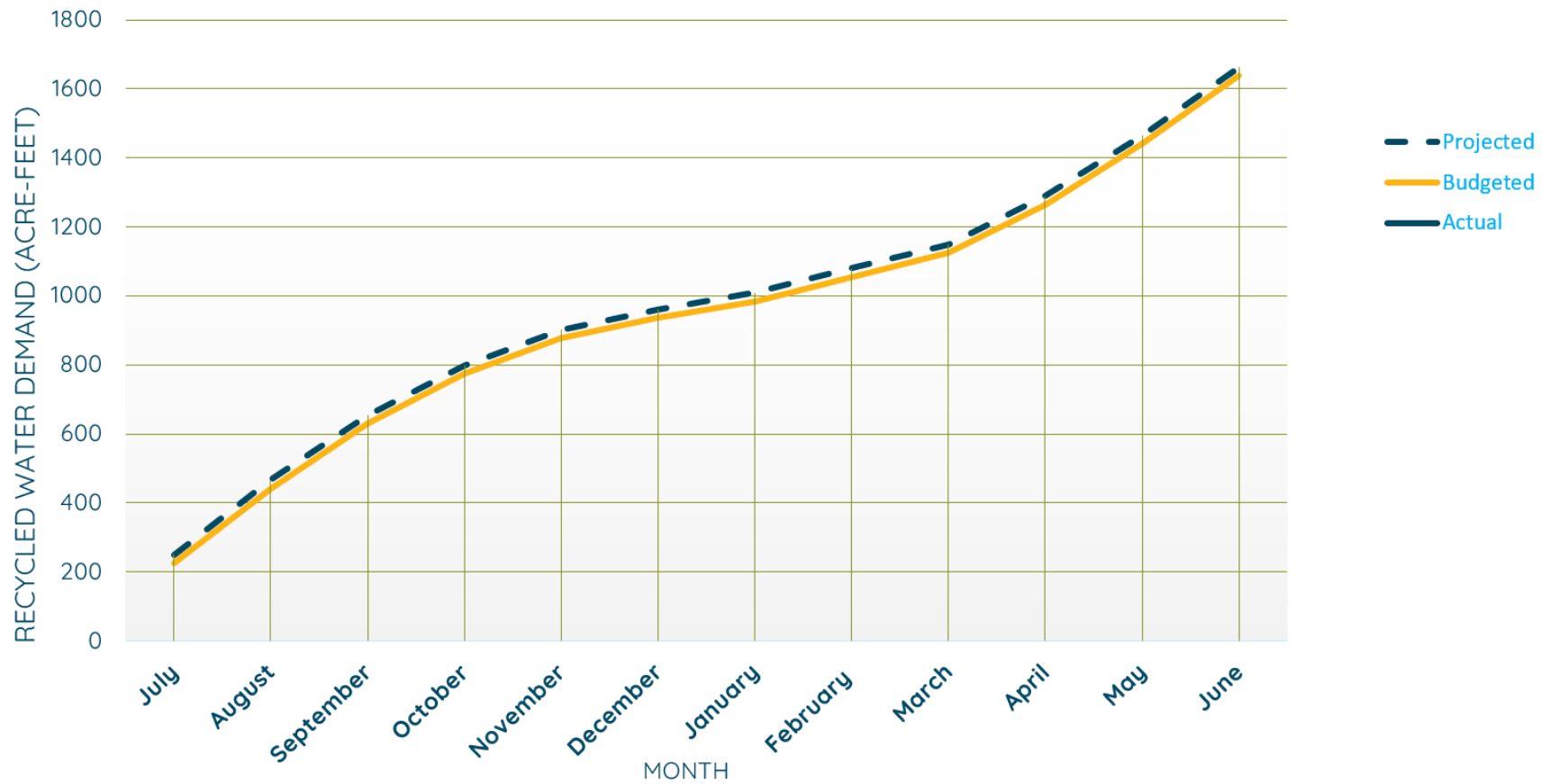


FIGURE 3: FY2021/22 CUMULATIVE DEMAND VS BUDGET



SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 20, 2022

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: REPORTABLE MEETINGS

RECOMMENDATION

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

BACKGROUND

The General Manager or his designee may meet monthly with one or more Board Members in preparation for the Board Meeting.

DISCUSSION

The following meetings have taken place since the previous Board Meeting:

1. Meeting to review Board Meeting Agenda with Board Chair Hinze on July 14, 2022.

FINANCIAL IMPACT

Per the SEJPA Restatement Agreement, SEJPA pays the Board Member \$160 for each reportable meeting. These meetings are accounted for in our annual budget.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 20, 2022

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: LABORATORY LEASE AGREEMENT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to enter into a Laboratory Lease Agreement with Trussell Technologies; and
2. Discuss and take action as appropriate.

BACKGROUND

San Elijo Joint Powers Authority (SEJPA) received two unsolicited proposals for leasing laboratory, and potentially office space, at the San Elijo Water Campus. Both proposals were for conducting water related research/education to address issues of interest for the water/wastewater industry, as well as for the betterment of public health and the environment. The San Elijo Water Campus has space available for conducting research/education and staff supports having research conducted at the campus that advances the agency's mission and vision.

At the June 2022 Board meeting, staff recommended developing a lease agreement with Trussell Technologies as their proposed research has greater alignment with SEJPA's interest in potable reuse. The research will also benefit other public agencies and the state of California, and could lead to other research, education, and grant opportunities being developed at the Water Campus. In addition, the requested laboratory space by Trussell was substantially less than the competing proposal and therefore would be easier to accommodate by SEJPA. The Board directed staff to develop a laboratory lease agreement for Board consideration at a future meeting.

DISCUSSION

SEJPA's attorney has prepared the attached lease agreement, which has been reviewed and approved by Trussell Technologies. The lease is for 400 square feet (sf) of dedicated laboratory area, which is adequate for two researchers, and includes provisions for using common areas

such as restrooms, break room, and other areas. The agreed upon lease price is \$1,200 per month or approximately \$3 per sf. The term is for 3 years, with an optional second 3-year term. The lease payments increase by 3% at the start of each fiscal year (July 1). There are provisions for either party to exit the lease early, without penalty or cause. The lease area doesn't require any substantial tenant improvements nor permits from the City of Encinitas.

FINANCIAL IMPACT

For Fiscal Year (FY) 2022-23, the lease is anticipated be in effect for 10 months, generating \$12,000. For FY 2023-24, the annual lease revenue will increase to \$14,832, which equates to 12 lease payments of \$1,236 per month.

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to enter into a Laboratory Lease Agreement with Trussell Technologies; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

LEASE AGREEMENT

This Lease Agreement ("**Agreement**") is entered into as of September __, 2022 by and between San Elijo Joint Powers Authority, a California public agency ("**San Elijo**") and Trussell Technologies, Inc., a California corporation ("**Trussell**") (each a "**Party**" or collectively the "**Parties**") with reference to the following facts:

A. San Elijo owns certain real property within the City of Encinitas upon which it owns, operates and maintains the San Elijo Water Campus ("**Site**"). The Site includes wastewater, recycled water and stormwater facilities.

B. Trussell is an engineering consulting firm that seeks to develop bioanalytical tools and conduct potable water and general water quality testing at the Site ("**Permitted Use**") in order to support water reuse projects and wastewater treatment projects in the state of California.

C. The Parties desire to enter into this Agreement for San Elijo to lease to Trussell the use of approximately 400 sq. ft. of space within the laboratory building at the Site, as depicted within Attachment A to this Agreement ("**Lab Space**"), to grant Trussell access to and shared use of the lunchroom, conference rooms, reception area and restrooms at the Site ("**Shared Space**"), and to grant Trussell access to the water treatment facility for purposes of water testing ("**Plant Space**"), as set forth in this Agreement. The Lab Space, Shared Space and Plant Space may be referred to collectively as the "**Premises**" within this Agreement.

D. San Elijo has determined that Trussell's Permitted Use of the Site will benefit San Elijo, its member agencies and the community through additional water sampling, knowledge sharing, and the development of water reuse and sustainable projects.

E. The City of Encinitas advised San Elijo that a permit is not required for Trussell's Permitted Use of the Site.

NOW, THEREFORE, in consideration of the foregoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

Section 1. Permitted Use of the Premises. San Elijo leases to Trussell the Lab Space, consisting of approximately 400 sq. ft. as described above and incorporated herein by reference, shared access to and use of the Shared Space, from 6:00 AM to 7:00 PM daily and exclusively for the Permitted Use as set forth in this Agreement, and the Plant Space as set forth herein. Trussell's access to the Site and use of the Premises are subject to the requirements set forth in Attachment B to this Agreement and as follows:

Access Areas	Permitted Use
Lab Space	Trussell may utilize this space for analytical laboratory uses, general work space use, and storage of its equipment and supplies. All chemicals, reagents, and other material deemed to be hazardous by the State of California shall be approved by San Elijo prior to being brought onsite.
Shared Space	Trussell's employees may access these areas, subject to availability and San Elijo's schedule and use. Trussell must schedule use of the conference room in advance with San Elijo's Laboratory Manager or designee.

Access Areas	Permitted Use
	Trussell's equipment and supplies may not be stored in these areas or left unattended.
Plant Space	Trussell's employees may access this area on a limited basis in order to conduct water quality testing. Such access may not interfere with San Elijo's operations, and no equipment or supplies shall be stored or left unattended in this area. San Elijo's operations and employees shall have priority at all times.

Section 2. Term; Extension. The initial term of this Agreement shall be for three (3) years ("**Term**"), which shall commence as of September 01, 2022 and terminate on August 31, 2025. Trussell may request an extension of the Term for an additional three (3) years, through August 31, 2028, through written request submitted to San Elijo by July 31, 2025. San Elijo retains sole and absolute discretion whether to grant such three-year extension. In the event that San Elijo agrees to an extension, the Parties shall negotiate an amendment to this Agreement, or a successor agreement, for Trussell's continued use of the Premises.

Section 3. Rent. Trussell shall pay San Elijo on or before the first day of each calendar month during the Term a total monthly rent of \$1,200 ("**Rent**"). Rent for any partial month shall be at the full month rate, with no proration. Rent shall commence September 2022 shall be due and payable along with the October 2022 Rent (i.e., paid on or before October 1, 2022). Rent payment increases 3% annually on July 1st of each year of this agreement. For example, rent beginning July 1, 2023 shall be \$1,236 per month, and continue at that rate until June 30, 2024. Similarly, rent will increase to \$1,273 per month beginning July 1, 2024, and continue at that rate until June 30, 2025, and rent will increase to \$1,311 beginning July 1, 2025.

3.1 Payment of Rent. All Rent payments shall be made payable to the "San Elijo Joint Powers Authority" and delivered at 2695 Manchester Avenue, Cardiff by the Sea, 92007 CA or at such place as San Elijo may designate from time to time.

3.2 Late Payment. Trussell acknowledges that the late payment of Rent may cause San Elijo to incur costs and expenses, the exact amount of which is difficult to determine. These costs may include, but are not limited to, processing, enforcement, legal and accounting expenses. If any Rent due from Trussell is received by San Elijo after the 10th day of the month, Trussell shall pay a late fee of 5% of the amount due, which shall be paid with the current installment of Rent. San Elijo's right to collect a late fee shall not constitute a waiver as to any default by Trussell. San Elijo's acceptance of a late fee shall not be deemed an extension of the date Rent is due, or prevent San Elijo from exercising any other rights and remedies under this Agreement or as provided by law.

3.3 Security Deposit. San Elijo does not require a security deposit from Trussell at the time of entering into this Agreement. However, San Elijo reserves the right to request a security deposit in the future in the event that Trussell pays Rent late, causes damage to the Site, or at San Elijo's sole and absolute discretion. Trussell shall pay San Elijo the requested security deposit within 30 days of such written request. Any such security deposit shall be set at a reasonable amount by San Elijo and shall not exceed the value of 3 months of the then-applicable rent. San Elijo may (but shall have no obligation to) use all or any portion of said security deposit for payment of unpaid Rent or any other charge hereunder or to pay any other reasonable sum which San Elijo may become obligated by virtue of Trussell's tenancy

or to compensate San Elijo at the end of the Term for any substantial loss or damage to the Premises which result from Trussell's use of the Premises. Expenses for ordinary wear and tear to the Premises shall not be compensable from any security deposit established hereunder. If Trussell performs all of its obligations hereunder, said security deposit shall be returned to Trussell at the address set forth in Section 15 below or such other address as Trussell may establish from time-to-time and without payment of any interest to Trussell within 30 days after the end of the Term. If Landlord makes any deductions from the security deposit to recover costs, fees, losses or other expenses (collectively "Expenses"), it shall provide an itemized accounting to Trussell of all such Expenses together with appropriate documentation of the basis of such Expenses, including but not limited to, photos, invoices, and receipts, together with the remaining balance of the security deposit restored to Trussell.

Section 4. Condition of the Premises.

4.1 Delivery. The Parties acknowledge that Trussell was granted access to the Site and use of the Premises at the commencement of the Term, and that San Elijo provided Trussell the keys and/or keycards necessary to access the Site and the Premises. In the event that Trussell is unable to use the Site for the Permitted Use due to any act by San Elijo or any agent or contractor of San Elijo, the Rent shall be reduced as described in Section 12.2 below until Trussell's use of the Site for the Permitted Use is restored; however, San Elijo shall have no liability to Trussell for such interruption.

4.2 Alterations; Improvements. Trussell accepts the Premises in their current as-is condition. Trussell shall not make nor allow any alterations, additions or improvements to the Premises without San Elijo's prior written consent, which consent shall be at San Elijo's sole and absolute discretion. In the event that San Elijo approves Trussell's request, San Elijo shall be responsible for the construction and installation of such alterations, additions and/or improvements, and Trussell shall be responsible for all construction and installation costs incurred by San Elijo. All personal property, furnishings, equipment, additions, alterations, improvements and trade fixtures installed by Trussell within the Premises, whether or not affixed to the Premises, shall be and remain the property of Trussell at all times during the Term and may be removable by Trussell, at its election, at the end of the Term so long as such removal may be accomplished without substantial damage to the Premises. Trussell shall, at its sole cost and expense, make any necessary repairs occasioned by such removal. All such removal and repairs shall be accomplished prior to the end of the Term unless otherwise agreed by the parties hereto in writing. Trussell shall not be responsible for the repair of ordinary wear and tear on the Premises.

4.3 Hazardous Substances. The term "Hazardous Substances" as used in this Agreement shall mean any product, substance or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Site, is either (a) potentially injurious to the public health, safety, or welfare, San Elijo employees, officers, or visitors, the environment or the Site, (b) regulated or monitored by any governmental authority, or (c) a basis for potential liability to any governmental agency or third party under any applicable statute or common law theory. Trussell shall not engage in any activity in or on the Site which constitutes a discharge or other use of Hazardous Substances without the prior written consent of San Elijo and timely compliance with applicable law; provided, however, that Trussell may use normal and customary cleaning solutions, office supplies, and laboratory chemicals in quantities and in a manner consistent with applicable environmental laws upon written notice to San Elijo. If Trussell knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Site by or on behalf of Trussell, other than as previously consented to by San Elijo or permitted by this paragraph, Trussell shall promptly notify San Elijo.

4.4 Surrender. Trussell shall, on the last day of the Term, including any extension thereof, or upon any earlier termination of this Agreement, surrender the Premises to San Elijo in good condition, order, and state of repair, reasonable wear and tear excepted.

Section 5. Utilities. San Elijo does not require Trussell to contribute to the costs of utilities at the Site at the time of entering into this Agreement. However, San Elijo reserves the right to request such contribution in the future in the event that Trussell's Permitted Use significantly impacts the costs for utilities at the Site, or at San Elijo's sole and absolute discretion.

Section 6. Custodial Services. San Elijo shall provide, or cause to be provided, all custodial services to the Premises and the Site.

Section 7. Repairs and Maintenance. San Elijo, at its sole cost and expense, shall maintain the Site, including the Premises, in good condition and repair (including replacements, as appropriate). Trussell, at its sole cost and expense, shall be responsible for all maintenance and repair (including replacements, as appropriate) of Trussell's personal property, equipment and supplies that may be stored or utilized at the Site. In the event that San Elijo must make any repairs to the Site or incurs any maintenance costs as a result of Trussell's use, Trussell shall be responsible for all such costs incurred by San Elijo.

Section 8. Property Taxes. The Parties acknowledge that the San Elijo's ownership and occupancy of the Site is exempt from real property taxation. However, Trussell's use and occupancy may be subject to real property taxation. In the event that Trussell's use of the Site is subject to real or personal property taxation, Trussell shall be solely responsible for reporting and shall promptly pay any sums due in the event of any assessment. San Elijo shall cooperate with Trussell to the extent necessary for Trussell to comply with its obligations under this paragraph, including recordation of a memorandum of lease with the County of San Diego in a form approved by San Elijo.

Section 9. No Assignment; Successors or Assigns. This Agreement may not be assigned by Trussell without San Elijo's prior written consent, which consent shall be at San Elijo's sole and absolute discretion. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the permitted successors and assigns of the Parties.

Section 10. Termination. Notwithstanding anything in this Agreement to the contrary, either Party may terminate this Agreement by providing 180 days' written notice to the other Party. In addition, this Agreement shall terminate upon, and Trussell shall surrender its access and use of Site within 30 days of, any enactment, repeal, or change of any applicable law, ordinance or regulation, or any notice from the City of Encinitas or any governmental body or entity with jurisdiction over the Site, that prohibits or materially affects Trussell's Permitted Use of the Site. Trussell shall pay the applicable Rent through the effective date of such termination or until Trussell has vacated the Premises, whichever is later.

Section 11. Insurance.

11.1 Trussell's Insurance. Trussell shall obtain and keep in force for the entirety of the Term, and any extension thereof, a Commercial General Liability policy of insurance protecting Trussell, and San Elijo, and the cities of Solana Beach and Encinitas, their employees, officers and agents, as additional insureds, against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises, and its use of any vehicles or equipment on the San Elijo Water Campus. Such insurance shall provide limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000, and

deductibles or self-insured retentions not exceeding \$10,000. The limits of said insurance shall not, however, limit the liability of Trussell nor relieve Trussell of any obligation hereunder. Trussell shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by San Elijo, whose insurance shall be considered excess insurance only. Trussell shall also maintain worker's compensation insurance as required by the State of California, with statutory limits, and employer's liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. San Elijo may, in its sole and absolute discretion, waive some or all of the insurance coverages required by this Section 11. Evidence of insurance shall be provided by Trussell to San Elijo upon request.

11.2 Waiver of Subrogation. The Parties hereby agree to look solely to, and seek recovery only from, their respective insurance carriers in the event of a property loss to the extent that such loss is the result of a risk insurable under policies of property damage insurance. Notwithstanding anything to the contrary in this Agreement, the Parties hereby waive all rights and claims against each other for such losses, and waive all rights of subrogation of their respective insurers, provided such waiver of subrogation shall not affect the right to the insured to recover thereunder. The Parties agree that their respective insurance policies are now, or shall be, endorsed such that the waiver of subrogation shall not affect the right of the insured to recover thereunder.

Section 12. Damage or Destruction.

12.1 San Elijo's Duty to Restore. In the event that the Site is damaged or destroyed by fire or other casualty, damage or action at any time during the Term, other than arising out of Trussell's occupancy, San Elijo shall with due diligence, at San Elijo's sole cost and expense, repair, restore and rebuild the Site as soon as practicable. Either Party may terminate this Agreement by providing thirty (30) days' written notice to the other Party if more than 30% of the Site is destroyed or damaged, San Elijo's repair or restoration of the Premises cannot be completed within 90 days of such damage or destruction, or Trussell's Permitted Use is no longer feasible or practicable in light of the destruction or damage or the repair or restoration work. San Elijo shall have no liability to Trussell due to any such damage, loss, or destruction to the Site and/or the Premises, nor for any damage to or destruction or loss of Trussell's furnishings, equipment and/or tangible or intangible property.

12.2 Rent Reduction Sole Remedy. In the event that the Premises are damaged or destroyed as described in Section 12.1 above and neither Party terminates this Agreement, or in the event that Trussell's Permitted Use is impacted due to any act by San Elijo or any agent or contractor of San Elijo as described in Section 4.1 above, Trussell's sole recourse shall be an equitable reduction of Rent paid to San Elijo in an amount that is proportionate to the extent that Trussell's use of the Premises has been impacted by the damage or destruction, San Elijo's repair or restoration work, or interrupted by San Elijo or its agent or contractor. Such Rent reduction shall continue until the Trussell's Permitted Use is no longer impacted.

Section 13. Mutual Indemnity.

13.1 Trussell's Obligation. Trussell shall indemnify, defend and hold harmless San Elijo, Encinitas, Solana Beach and their directors, officers, agents, employees, contractors, members and invitees (collectively, "San Elijo Parties") from and against any and all claims, damages and losses of any kind, including but not limited to personal injury and/or property damage, to the extent arising from or caused by the breach of this Agreement by Trussell or by the negligence or willful misconduct of Trussell or any of the Trussell Parties (defined below), except to the extent such claims, damages and losses are solely caused by or the result of any acts or omissions of San Elijo or any of the San Elijo Parties.

13.2 San Elijo's Obligation. San Elijo shall indemnify, defend and hold harmless Trussell and its directors, officers, agents, employees, contractors, and invitees (collectively, "Trussell Parties") from and against any and all claims, damages and losses of any kind, including but not limited to personal injury and/or property damage, to the extent arising from or caused by the breach of this Agreement by San Elijo or by the negligence or willful misconduct of San Elijo, except to the extent such claims, damages and losses are solely caused by or the result of any acts or omissions of Trussell or any of the Trussell Parties.

13.3 Obligations Survive the Agreement. The terms of this Section 13 shall survive the expiration or earlier termination of this Agreement.

Section 14. Breach; Remedies.

14.1 Event of Default. Neither Party shall be deemed to be in default under this Agreement unless such Party fails to perform any of its obligations under this Agreement and such failure continues for thirty 30 days after written notice of the failure from the other Party; provided that if the required performance cannot be completed within thirty 30 days, then the failure to perform shall not constitute a default under this Agreement so long as that Party undertakes to cure the failure within thirty 30 days and diligently pursues such cure until completion.

14.2 Remedies. If either Party fails to perform any of its obligations under this Agreement following the notice and cure periods set forth in this Section 14, and except as otherwise expressly provided herein, the other Party shall have the right to exercise any and all rights and remedies at law and in equity, except that in no event shall either Party be entitled to compensatory or punitive damages.

Section 15. Notice. All notices required by this Agreement may be sent by United States mail or electronic mail to the Parties as follows:

San Elijo: San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff by the Sea, CA 92007
ATTN: General Manager
Email: thornton@sejpa.org

Trussell: Trussell Technologies, Inc.
380 Stevens Ave., Suite 212
Solana Beach, CA 92075
ATTN: President & CEO
Email: shanet@trusselltech.com

Notices sent by electronic mail to the email addresses above (as each may be updated in writing by the applicable Party) shall be considered received on the business day they are sent, provided they are sent during the receiving Party's business hours and receipt is confirmed by electronic mail. Any notice given by U.S. Mail to the addresses above (as each may be updated in writing by the applicable Party) shall be effective three (3) days after deposit in the United States mail.

Section 16. Accessibility; Civil Code Section 1938 Disclosure. In accordance with California Civil Code Section 1938, San Elijo hereby discloses to Trussell that the Premises have not undergone an inspection by a Certified Access Specialist (CASp). A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or Trussell from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or Trussell, if requested by the lessee or Trussell. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related

accessibility standards within the premises.

Section 17. Independent Status. This Agreement is entered into by and between two separate and independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 18. Performance. This Agreement is contingent upon the ability of San Elijo to perform, and in no event will San Elijo be liable for any damages should it become impracticable for San Elijo to perform due to circumstances beyond its control, such as inclement weather, war or terrorist activity, government regulation, labor disputes, accidents, acts of God, pandemics, or other causes beyond San Elijo's control.

Section 19. Control of Site. San Elijo reserves the right to control all aspects of Trussell's access to and use of the Site and Premises, to enforce all the requirements identified in this Agreement and in Attachment B to this Agreement, and any other rules San Elijo sees fit to apply. San Elijo shall have the right, at its sole and absolute discretion but with no duty or liability, to eject any person from the Premises and/or the Site for violation of any rules or regulations identified in this Agreement and in Attachment B to this Agreement, or for any other reason whatsoever. San Elijo shall have the right to enter and inspect the Premises, including the Lab Space, at any time and for any reason.

Section 20. Confidentiality. Trussell acknowledges and agrees that all information, work in progress, trade secrets, or other secret or confidential information related to the business, operations or projects of San Elijo constitutes confidential information (collectively, "**Confidential Information**"). Trussell agrees that all times, both during the Term of this Agreement and after its expiration or termination, Trussell will keep in confidence and trust all such Confidential Information and shall not use, copy, or disclose to any person, firm, or corporation any such Confidential Information, except pursuant to court order, subpoena, or other legal demand for production of such information. Upon expiration or termination of this Agreement, or at any time upon request of San Elijo, Trussell shall return to San Elijo all Confidential Information in Trussell's possession or control. In the event of a court order, subpoena or other legal demand for production, Trussell shall notify San Elijo of such request without delay. Nothing furnished to Trussell that is otherwise known to Trussell or is generally known, or has become known, to the related industry shall be deemed confidential hereunder.

Section 21. Miscellaneous.

21.1 Entire Agreement; Amendments. This Agreement is the final expression of the Parties' understanding with respect to the subject matter of the Agreement, and as a complete and exclusive statement of the terms and conditions of the Agreement and supersedes any and all agreements and understandings, oral or written, in connection with the Site. This Agreement may be changed or modified only upon the written agreement of the Parties. The General Manager of San Elijo shall have authority to negotiate and approve any changes or modifications to this Agreement on behalf of San Elijo. Shane Trussell, the President and CEO of Trussell shall have authority to negotiate and approve any changes or modifications to this Agreement on behalf of Trussell.

21.2 Headings. The headings of the sections and paragraphs are for convenience of reference only, and in no way alter or affect the meaning or construction of any of the provisions of this Agreement.

21.3 Severability. The invalidity of any provision in this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other Agreement provision.

21.4 Waiver. No waiver of any provision of this Agreement shall be implied by any failure of either Party to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver by a Party of any provision of this Agreement must be in writing. Such written waiver shall affect only the provision specified and only for the time and in the manner stated in the writing.

21.5 Dispute Resolution. If there is any dispute or controversy between the Parties arising out of or relating to this Agreement, the Parties agree to meet in good faith to discuss a mutually amicable resolution to the dispute. If informal efforts at dispute resolution are not successful, the Parties agree to, within 30 days of the informal meeting, meet with a mutually agreeable mediator for non-binding mediation in good faith, with each of the principal Parties present. If the Parties are still unable to come to a resolution within thirty 30 days of the external mediation, the dispute will be arbitrated in San Diego County, California, before a retired California state or federal court judge under the Comprehensive Arbitration Rules of JAMS. The arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to fully and finally resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable, as well as any dispute as to the arbitrability of any such claims. The arbitration proceedings set forth and any arbitration award that results from those proceedings shall be confidential, unless disclosure is otherwise required by law or judicial decision. The arbitrator may award costs, including without limitation, arbitrator's fees and costs, reasonable attorneys' fees, and expert and witness costs, to the prevailing party, if any, as determined by the arbitrator in its discretion. Please note, by agreeing to this binding arbitration provision, the Parties waive certain important rights and protections that otherwise may have been available if the dispute were determined by a court of law in a proceeding governed by judicial procedures, including the right to a jury trial and to appeal. An arbitration award is final and subject to a limited right of appeal, and arbitration may not include procedures, such as discovery, typically available in a judicial proceeding.

21.6 California Law. This Agreement shall be governed by and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California.

21.7 Authority to Contract. Each Party warrants to the others that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this Agreement.

21.8 Counterparts. This Agreement may be executed in counterparts and/or electronically (e.g., via DocuSign), each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, scanned or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, this Agreement is entered into as of the date first written above.

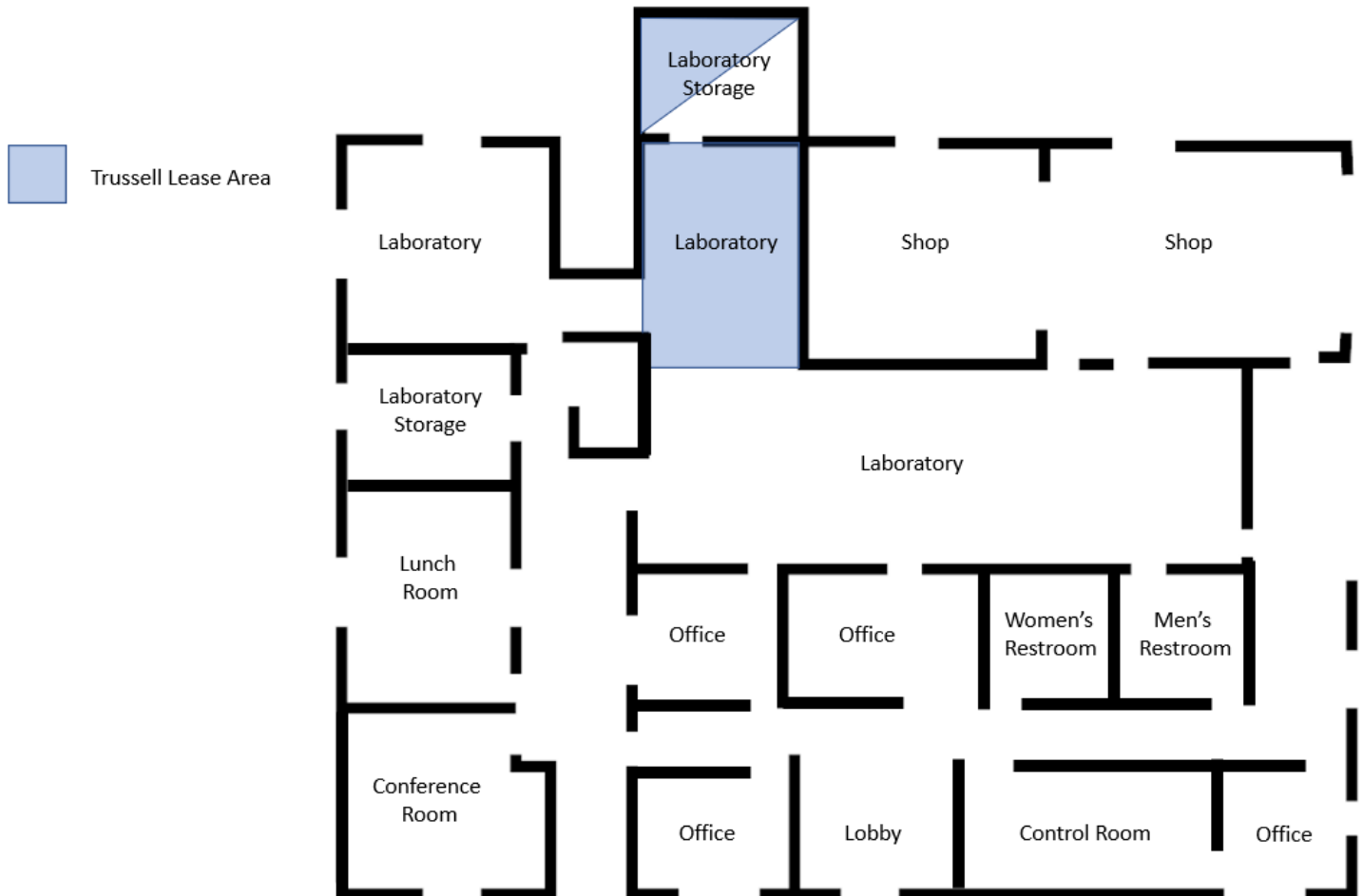
San Elijo Joint Powers Authority

Trussell Technologies, Inc., a California corporation

By: _____
Name: Michael T. Thornton
Its: General Manager

By: _____
Name: R. Shane Trussell
Its: President and CEO

**Attachment A
Depiction of Premises**



Attachment B
Additional Requirements for Permitted Use of the Site

In accordance with the Agreement, Trussell shall comply with the following requirements for its Permitted Use at the Site:

1. Alcohol, drugs, controlled substances, smoking, or tobacco in any form or device, is prohibited at the Site at all times.
2. Trussell shall not use the Site or the Premises for any purpose in violation of any applicable law, ordinance or regulation of any governmental body or entity.
3. Trussell shall not maintain or commit any nuisance or unlawful conduct on the Site.
4. Trussell shall ensure that its employees who will be present at the Site for the Permitted Use have cleared an employment background check approved by San Elijo. Trussell shall not allow any person who has been convicted of a serious or violent felony to enter the Site.
5. Trussell shall ensure that its employees use the Site and Premises in a safe, careful, and lawful manner, and Trussell shall use reasonable, best efforts to prevent any actions during the Permitted Use which will alter, mar, deface, damage, or injure any part of the Site or other property of San Elijo.
6. San Elijo will not provide telephone or internet access at the Site. Trussell employees must utilize cellular telephone and data services procured by Trussell while at the Site.

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 20, 2022

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: CAPITAL IMPROVEMENT PROGRAM UPDATE

RECOMMENDATION

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

BACKGROUND

In 2017, the San Elijo Joint Powers Authority (SEJPA) commenced a phased capital improvement program to replace and upgrade wastewater and recycled water infrastructure. The capital improvement projects were identified from the 2015 Facility Plan, which assessed the condition of the agency wastewater and recycled water assets for performance, risk of failure, and ability to meet future regulatory compliance.

Staff bundled the projects into four phases to prioritize capital spending, streamline project delivery, minimize community impacts, and reduce cost through economies of scale.

The recommended projects include replacing aging infrastructure and adding new facilities to ensure environmental protection, improve operational reliability and efficiency, and advance regional climate action goals. Funding for the Capital Program is provided by the 2017 Clean Water Bond Issuance, recycled water sales, capital cash contributions from agencies served by the SEJPA, Caltrans, and grants.

DISCUSSION

The first phase of the Capital Program (Phase I) was completed in 2019 and included the Land Outfall Replacement, Preliminary Treatment Upgrades, and Odor Control Improvements projects. The construction cost of Phase I was \$14.7 million.

Phase II was completed in late 2021 for a total cost of \$23.3 million. Projects included Electrical System Improvements, Encinitas Ranch Recycled Water Expansion, Supervisory Control and Data Acquisition (SCADA) Upgrades, and Water Campus Improvements.

Phase III of the Capital Program consists of a single project focused on replacing the biosolids dewatering system, chemical storage, and refurbishing the building that contains the treatment equipment, as well as replace the electrical switch gear and breaker system that serves the majority of the Water Campus. The dewatering system and electrical switch gear has been operational for 32 years and is at the end of its useful life. The construction phase of the project is expected to be in the range of \$9.8 million to 11.8 million.

Funding available for Phase III totals \$12 million, which includes contributions from all agencies receiving wastewater services from SEJPA and the use of the remaining funds from the 2017 Clean Water Bonds.

Phase IV consists of projects that advance the agency's sustainability and climate action goals. These projects including photovoltaic solar and energy efficiency, stormwater capture and reuse, recycled water and potable reuse, and process optimization. The solar project was completed in parallel with the Water Campus Improvements project to capture efficiencies with underground utility work. The remaining projects are in various stages of development, which includes project scale, scope, budgets, and funding strategies. Staff is pursuing grant funding and multi-agency collaboration to help fund and advance many of these projects. Listed below are brief status reports on project progress.

Stormwater capture and reuse is being developed in a multi-step process, with some infrastructure being built as part of the Phase II Water Campus Improvements project. The next step in the project is to construct a pump system to divert stormwater from the regional storm channel that runs through the Water Campus property. The project has been awarded a state grant for approximately \$1 million, which is expected to fund the remaining project costs. The project is in design and scheduled to for construction in late 2023.

Staff is seeking to improve operational reliability and increase recycled water availability by adding offsite water storage. SEJPA has recently completed the purchase to be a co-owner of the 3-million-gallon Wanket tank. The tank was built to store potable water and has been offline for more than 8 years. SEJPA will complete minor repairs to the tank and construct new piping to connect the tank to the existing recycled water distribution system. Refurbishing this existing tank is more economical than constructing a new tank, with less environmental and community impacts. The estimated project cost is \$2.2 million, and the project has been awarded approximately \$1 million in grants with the remaining \$1.2 million being funded by the Recycled Water Program. The project is in design and scheduled to for construction in late 2023.

FINANCIAL IMPACT

There is no financial impact associated with this staff report. The 2017 Clean Water Bonds and grant funding, combined with current and future cash contributions for capital projects, are the main financial funding sources for SEJPA's Capital Improvement Program. Budget and funding adjustments will be made as capital projects are developed, awarded, and constructed.

RECOMMENDATION

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

Respectfully submitted,

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

Michael Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 20, 2022

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: RECOMMENDED 2022-23 ORGANIZATION AND LABOR
CLASSIFICATION ADJUSTMENTS

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the Addition of the Director of Infrastructure and Sustainability to the FY 2022-23 Budget, Classification and Salary Schedule, and Organization Chart; and
2. Discuss and take action as appropriate.

BACKGROUND

San Elijo Joint Powers Authority (SEJPA) employs a non-unionized, technical-skilled workforce of less than 30 employees. The workforce includes engineers, environmental specialists, water technologists, mechanical technicians, and administrative staff. Occasionally, the General Manager will provide recommendations to add or delete positions to ensure the agency employs the necessary workforce to successfully complete its mission.

DISCUSSION

The General Manager has reviewed work trends and forecasts that will likely impact human resource needs and is proposing to add the position of Director of Infrastructure and Sustainability to accommodate future needs. The addition of this position will provide a senior level engineer to lead the agency's infrastructure program and sustainability initiatives. The infrastructure program includes new construction as well as maintaining, rehabilitating, and replacing existing capital assets. Sustainability efforts will include potable reuse, renewable energy, and energy efficiency efforts. The position also provides value toward succession planning to address an aging workforce.

Attachment 1 includes the proposed FY 2022-23 Classification and Salary Schedule, and Attachment 2 includes the proposed FY 2022-23 Organization Chart, both of which include the Director of Infrastructure and Sustainability.

FINANCIAL IMPACT

The addition of the proposed position represents a base salary range of \$140,071 to \$206,391. To accommodate the salary within the approved 2022-23 Budget, the General Manager will freeze hiring of the vacant project manager and financial analyst positions, which total \$167,643 to \$256,432 in base salary. Therefore, the net financial impact is expected to be within budget allowances. Staffing levels will be reviewed prior to the development of next year's budget to determine if either vacant position should be filled or if other staffing adjustments should be considered.

RECOMMENDATION

It is therefore recommended that the Board of Directors:

1. Approve the Addition of the Director of Infrastructure and Sustainability to the FY 2022-23 Budget, Classification and Salary Schedule, and Organization Chart; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

ATTACHMENT 1: Proposed FY 2022-23 Classification and Salary Schedule

ATTACHMENT 2: Proposed FY 2022-23 Organization Chart

SAN ELIJO JOINT POWERS AUTHORITY
FY 2022-23 CLASSIFICATION AND SALARY SCHEDULE
As of July 1, 2022

Position	Base Salary*			
	Monthly		Annual	
	Minimum	Maximum	Minimum	Maximum
Accounting Series				
<i>Accounting Technician I</i>	\$3,798	\$5,433	\$45,574	\$65,197
<i>Accounting Technician II</i>	4,396	6,289	52,748	75,460
<i>Accounting Technician III</i>	5,087	7,642	61,051	91,705
Administrative Series				
<i>Administrative Assistant I</i>	2,815	4,084	33,785	49,010
<i>Administrative Assistant II</i>	3,776	5,557	45,317	66,682
<i>Administrative Assistant III</i>	4,540	6,320	54,489	75,844
<i>Administrative Coordinator</i>	6,092	8,657	73,094	103,885
Director of Operations	11,672	17,199	140,071	206,391
Director of Finance/Administration	11,672	17,199	140,071	206,391
Director of Infrastructure and Sustainability	11,672	17,199	140,071	206,391
Financial Analyst Series				
<i>Financial Analyst-In-Training</i>	3,781	6,042	45,370	72,499
<i>Financial Analyst I</i>	5,207	7,188	62,487	86,251
<i>Financial Analyst II</i>	5,724	7,901	68,687	94,808
<i>Financial Analyst III</i>	6,189	8,970	74,271	107,642
General Manager (Board Approved Contract)	20,514	20,514	246,174	246,174
Laboratory Series				
<i>Laboratory Analyst-In-Training</i>	3,781	6,042	45,370	72,499
<i>Laboratory Analyst I</i>	4,642	6,641	55,709	79,694
<i>Laboratory Analyst II</i>	5,555	7,947	66,659	95,359
<i>Senior Laboratory Analyst</i>	7,169	9,457	86,018	113,478
<i>Laboratory Manager</i>	7,681	12,536	92,166	150,432
Mechanic Series				
<i>Mechanic-In-Training</i>	3,781	6,042	45,370	72,499
<i>Mechanic I</i>	4,726	6,856	56,711	82,271
<i>Mechanic II</i>	5,464	7,926	65,568	95,119
<i>Lead Mechanic</i>	5,911	9,218	70,929	110,613
<i>Mechanical Systems Manager</i>	8,230	12,536	98,759	150,432
Project Management Series				
<i>Project Manager</i>	7,681	11,537	92,166	138,439
<i>Senior Project Manager</i>	8,763	12,536	105,156	150,432
Systems Integration Series				
<i>Systems Integration Technician-In-Training</i>	3,781	6,042	45,370	72,499
<i>Systems Integration Technician I</i>	4,808	6,975	57,699	83,705
<i>Systems Integration Technician II</i>	5,596	8,403	67,159	100,837
<i>SCADA Manager</i>	8,703	14,170	104,430	170,045
Wastewater Treatment Operator Series				
<i>Operator-In-Training</i>	3,781	6,042	45,370	72,499
<i>Operator I</i>	4,755	6,850	57,054	82,190
<i>Operator II</i>	5,721	8,242	68,659	98,908
<i>Lead Operator</i>	6,519	9,457	78,223	113,479
<i>Chief Plant Operator</i>	8,230	12,536	98,759	150,432
Recycled Water Distribution Series				
<i>Recycled Water Specialist</i>	5,968	8,657	71,610	103,885
<i>Recycled Water Supervisor</i>	6,519	9,457	78,223	113,479
Intern (All Departments)	2,600	4,053	31,200	48,637

* Base salary minimum and maximum are based on full-time employment. Intern positions are generally part-time.

Attachment 2

