

AGENDA
REGULAR BOARD MEETING OF THE
SAN ELIJO JOINT POWERS AUTHORITY
FEBRUARY 21, 2023 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
Frankie Abeyta, Operator – 5 years of service
6. * **CONSENT CALENDAR**
7. * [APPROVAL OF MINUTES FOR JANUARY 17, 2023 MEETING](#)
8. * [APPROVAL FOR PAYMENT OF WARRANTS AND MONTHLY INVESTMENT REPORTS](#)
9. * [WASTEWATER TREATMENT REPORT](#)
10. * [RECYCLED WATER REPORT](#)
11. * [REPORTABLE MEETINGS](#)
12. * [NOTICE OF EMERGENCY SITUATION AND AWARD OF CONSTRUCTION CONTRACT FOR REPAIRS TO RECYCLED WATER PIPELINE IN MANCHESTER AVE](#)
13. * **ITEMS REMOVED FROM CONSENT CALENDAR**

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

REGULAR AGENDA

14. [SAN ELIJO JOINT POWERS AUTHORITY MID-YEAR REVIEW OF THE FISCAL YEAR 2022-23 OPERATING BUDGET](#)

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

Staff Reference: Director of Finance and Administration

15. CAPITAL PROGRAM UPDATE

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

Staff Reference: Director of Infrastructure and Sustainability

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, March 21, 2023 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 generally 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: February 16, 2023

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

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

SAN ELIJO JOINT POWERS AUTHORITY
MINUTES OF THE BOARD MEETING
HELD ON JANUARY 17, 2023
AT THE SAN ELIJO WATER CAMPUS

David Zito, Chair

Tony Kranz, Vice Chair

A meeting of the Board of Directors of San Elijo Joint Powers Authority (SEJPA) was held Tuesday, January 17, 2023, at 8:30 a.m., at the San Elijo Water Campus.

1. CALL TO ORDER

Chair Hinze called the meeting to order at 8:42 a.m.

2. ROLL CALL

Directors Present:

Kellie Hinze
David Zito
Tony Kranz
Kristi Becker

Others Present:

General Manager
Director of Operations
Director of Infrastructure and Sustainability
Director of Finance and Administration
Administrative Assistant I
Temp

Michael Thornton
Chris Trees
Tom Falk
Amy Chang
Tamara Cooper
Abby Schlenk

SEJPA Counsel:

Procopio
Procopio

Kevin Davis
Emily Chaidez

City of Encinitas:

Senior Civil Engineer

Christina Olsen

City of Solana Beach:

Director of Engineering/Public Works
City Manager

Mohammad "Mo" Sammak
Greg Wade

3. PLEDGE OF ALLEGIANCE

General Manager, Michael Thornton, led the Pledge of Allegiance.

4. ORAL COMMUNICATION/PUBLIC COMMENT PERIOD

None.

5. AWARDS AND RECOGNITION

Dale Kreinbring – 10 Years of Service Award

6. CONSENT CALENDAR

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

- | | |
|--------------------|--|
| Agenda Item No. 7 | Approval of Minutes for the December 13, 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, Kranz, Becker
NOES: None
ABSENT: None
ABSTAIN: None

13. 2023 ELECTION OF OFFICERS AND BOARD MEETING SCHEDULE

General Manager, Mike Thornton, stated that following past practice of rotating the Board officer positions, the slate of officers for calendar year 2023 is proposed as follows:

Chair of the Board:	Deputy Mayor Zito (Solana Beach)
Vice Chair of the Board:	Mayor Kranz (Encinitas)
Board Member:	Council Member Becker (Solana Beach)
Board Member:	Council Member Hinze (Encinitas)

Also, the proposed 2023 Regular Meeting Schedule of the Board of Directors is 8:30 a.m. on the third Tuesday of each month, with exceptions in July (no meeting), November (second Tuesday), and December (second Tuesday).

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

1. Appoint Chairperson and Vice-Chairperson for the 2023 SEJPA Board of Directors;
2. Select a regular meeting schedule for 2023; and
3. Discuss and take action as appropriate.

Motion carried with the following vote of approval:

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

14. AWARD CONSTRUCTION CONTRACT, CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES, AND ENGINEERING SERVICES DURING CONSTRUCTION FOR THE SAN ELIJO WATER CAMPUS – BIOSOLIDS DEWATERING FACILITIES IMPROVEMENTS PROJECT

Director of Infrastructure and Sustainability, Tom Falk, gave a presentation on the Biosolids Dewatering Facilities Improvements Project, which consists of two major components – (1) replacement of the aging biosolids dewatering equipment, polymer system, and biosolids handling systems, and rehabilitation of the dewatering building and ancillary systems and structures; (2) replacement of electrical backbone infrastructure including Main Switchboard No. 2 (MS-2) and electrical systems associated with the biosolids dewatering process.

Director Falk provided a thorough review of the deterioration of the old equipment, recorded bidding schedule, evaluation of bids and funds, and budgeting of the project.

The lowest responsive construction bid for the project is \$8,687,200. The negotiated fee for engineering support during construction is \$298,180. The negotiated fee for construction management and inspection services is \$946,558. SEJPA is budgeting \$260,616 for internal construction administration and legal support. Staff also recommends including a contingency fund of \$1,019,255 (10% of construction phase costs) to address risk of unforeseen conditions encountered during construction and lingering supply chain issues. The estimated cost to complete, based on current information, is \$11.21 million.

SEJPA currently has \$11.3 million in funding in its wastewater capital program from previous cash contributions by wastewater participating agencies. The project schedule is 23 months and if additional funding is needed, it will be budgeted in future annual budgets.

Chair Zito voiced concerns about the contingency in construction costs and oversight, also commenting on staffing additions to the project. All questions were addressed by General Manager Thornton, who reiterated justifications for projected costs and budgeting in addition to explaining the techniques being implemented by SEJPA to control overhead. General Manager Thornton also confirmed that the new equipment would be compatible with the potential addition of Class A biosolids processing. Board Member Becker inquired about the life expectancy of the new equipment and was assured that the new installations would exhibit a similar life expectancy of approximately thirty years. In addressing Vice Chair Kranz's questions, General Manager Thornton explained SEJPA's plan to transition efficiently and seamlessly from the old to new equipment while continuing to coordinate regulatory inspections made by contractors.

Moved by Vice Chair Kranz and seconded by Board Member Hinze to:

1. Authorize the General Manager to award construction of the Biosolids Dewatering Facilities Improvement Project to GSE Construction Company, Inc., for an amount not to exceed \$8,687,200;
2. Authorize the General Manager to amend the professional services agreement with Black & Veatch for engineering services during construction for the Biosolids Dewatering Facilities Improvements Project for an amount not to exceed \$298,180;
3. Authorize the General Manager to execute a professional services agreement with Valley CM for construction management and inspection services for the Biosolids Dewatering Facilities Improvements Project in an amount not to exceed \$946,558; and

4. Discuss and take action as appropriate.

Motion carried with the following vote of approval:

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

15. GENERAL MANAGER'S REPORT

General Manager, Michael Thornton, reported on observations made at the Moonlight Beach Pump Station and Solana Beach Pump Station following the severe weather conditions which occurred over the weekend. While there was some flooding and erosion, most areas remained intact. The General Manager commended Encinitas and Solana Beach staff for working quickly and effectively to implement emergency actions to repair affected areas and prevent further damage.

Chair Zito inquired about capacity issues regarding flooding. The General Manager explained that the local regions work together to coordinate flow patterns and successfully avoid overflow.

16. GENERAL COUNSEL'S REPORT

None.

17. BOARD MEMBER COMMENTS

None.

18. CLOSED SESSION

None.

19. ADJOURNMENT

The meeting adjourned at 9:19 a.m. The next Board of Directors meeting is scheduled to be held on Tuesday, February 21, 2023 at 8:30 a.m.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS
23-02
For the Month of January 2023

Warrant #	Vendor Name	G/L Account	Warrant Description	Amount
41859	Benefits Coordinators Corp.	Dental/Vision	Vision - Dec	\$ 291.90
41860	A-Check Global	Preemployment Screening	New employee	127.50
41861	Adam Kaye	Services - Professional	Public communications	300.00
41862	Aguilar Plant Care, Inc	Services - Landscape	Palm tree treatment	3,100.00
41863	Allied Storage Containers	Equipment Rental/Lease	20' and 40' storage containers 12/24/22 - 1/20/23	359.89
41864	Ardurra Group, Inc	Services - Engineering	Wanket tanket refurbish support	81,254.33
41865	AT & T	Utilities - Telephone	Alarm service - Dec	411.76
41866	James Barnett	Dues & Memberships	Employee reimbursement - CWEA membership and renewal	302.00
41867	Brax Process and Pump Equip.	Services - Maintenance	Service on membrane filtration pump #2	4,150.00
41868	California Water Technologies	Supplies - Chem - Ferric Chlo	Ferric chloride solution	8,576.29
41869	Tamara Cooper	Subsistence - Travel/Rm & Bd	Employee reimbursement - Mileage	25.41
41870	Corodata	Rent	Record storage - Sep	104.32
41871	The Reinalt-Thomas Corp.	Repair Parts Expense	Tires for standby #7	1,238.69
41872	Evoqua Water Technologies	Supplies - Chem - Odor	Bioxide	6,249.51
41873	Excel Landscape, Inc.	Services - Landscape	Ground maintenance service - Dec	4,202.00
41874	Frankie Abeyta	Dues & Memberships	Employee reimbursement - Certificate grade 3	230.00
41875	Hach Company	Repair Parts Expense	Influent sampler power supply	474.05
41876	The Hardwood & Hardware Co.	Repair Parts and Supplies Expense	Various repair parts and supplies	1,018.92
41877	Hardy Diagnostics	Supplies - Lab	Various supplies	3,260.86
41877	Hardy Diagnostics	Supplies - Lab	Various supplies	756.73
41878	Hoch Consulting, APC	Services - Professional	Level 1 ERA report	9,990.00
41879	Idexx Distribution, Inc.	Supplies - Lab	Quanti-trays	2,213.80
41880	Marine Taxonomic Services, LTD	Services - Contractors	Intensive W Q monitoring - November 2022	2,390.00
41881	VOID	VOID	VOID	-
41882	McMaster-Carr Supply Co.	Repair Parts and Supplies Expense	Various repair parts and supplies	3,461.80
41883	Wayne E Mutscheller	Uniforms - Boots	Employee reimbursement - Utility boots	225.00
41884	Cosby Oil Company, Inc	Fuel	Fuel - Dec	2,143.84
41885	OneSource Distributors, Inc.	Repair Parts Expense	Replacement parts	5,749.86
41886	Parada Painting	Services - Maintenance	AWP structure painting	23,674.00
41887	Polydyne Inc.	Supplies - Chem - Polymer	Clarifloc WE-007	4,232.36
41888	ProBuild Company, LLC	Supplies - Safety	Various supplies	1,437.54
41889	Rohan & Sons, Inc	Services - Maintenance	Bi-annual maintenance	385.00
41890	RSF Security Systems	Services - Alarm	Cellular fire system monitoring	34.56
41890	RSF Security Systems	Services - Alarm	Cellular fire system monitoring	49.00
41891	Rusty Wallis, Inc.	Services - Maintenance	Water softener, tank service, salt bags	255.32
41892	Sage Energy Consulting	Services - Professional	Solar PPA implementation support	402.50
41893	San Dieguito Water District	Utilities - Water (Suppl.)	1190 Oakcrest Pak - #080338	3,328.45
41894	San Dieguito Water District	Utilities - Water	Water	1,749.93
41895	Southwest Valve & Equip.	Repair Parts Expense	Primary scum pump check valves	1,835.39
41896	State Water Resources Control	Fees - Permits	Recycled water review	6,457.50
41897	Terminix Processing Center	Services - Maintenance	Pest control service	441.00
41898	Unifirst Corporation	Services - Uniforms	Uniform service	113.23
41899	Univar Solutions USA Inc.	Supplies - Chemicals	Citric acid	4,694.77
41900	Underground Service Alert/SC	Services - Alarm	Dig alert, Safe excavation board	129.45
41901	USA Bluebook	Repair Parts and Supplies Expense	Various repair parts and supplies	7,988.57
41902	Benefits Coordinators Corp.	Dental/Vision	Vision - Jan	403.50
41903	VWR International, Inc.	Supplies - Lab	Sodium thiosulfate pentahydrate	57.53
41904	WageWorks	Payroll Processing Fees	Admin fee - Dec	144.50
41905	ABBA Pump Parts & Service	Repair Parts Expense	Pump #2 repair parts	1,740.00
41906	James Barnett	Uniforms - Boots	Employee reimbursement - Utility boots	137.88
41907	Brax Process and Pump Equip.	Repair Parts Expense	Primary #6 drive motor tilt pipe	1,748.77
41908	Tamara Cooper	Subsistence - Meals	Employee reimbursement - Mileage and safety meeting lunch	69.20
41909	Corodata	Rent	Record storage - Dec	112.79
41910	County of San Diego	Fees - Permits	Surfside Race Pl. cooling tower - 2260 Jimmy Durante	998.00
41911	Westbound Solar 2, LLC	Utilities - Solar Power	Solar - Dec	7,991.30
41912	E & M Electric & Machinery, In	Licenses	SCADA software licensing renewal and support	34,087.00
41913	Enthalpy Analytical, LLC	Services - Laboratory	Laboratory toxicity testing services for Nov 2022	1,050.00
41914	Eurofins Calscience, LLC	Services - Laboratory	Testing water samples	106.50
41915	Unifirst First Aid Corp	Supplies - Safety	First aid supplies	283.44
41916	The Hardwood & Hardware Co.	Supplies - Shop & Field	Lab storage	148.78
41917	Hardy Diagnostics	Supplies - Lab	Lauryl tryptose broth, brill and EC broth, Deionized water	1,421.48
41918	Harrington Industrial Plastics	Repair Parts Expense	Parts	993.04
41919	Hoch Consulting, APC	Services - Professional	Gran admin - IRWM Prop 84 Rd 4, Prop1 Rd 1 Proj 6 & 7	18,906.00
41920	Idexx Distribution, Inc.	Supplies - Lab	Enterolert 100 ml, WQC enterococci	2,875.05
41921	Joncwest LTD	Services - Janitorial	Janitorial services - Nov	2,533.66
41922	Liquid Environmental Solution	Services - Grease & Scum, Grit & Screenings	Pumping service, Roll of box	3,581.00
41923	McMaster-Carr Supply Co.	Repair Parts Expense	Various supplies	2,152.13
41924	MetLife - Group Benefits	Dental/Vision	Dental - Dec, Jan, Feb	7,144.83
41925	Michael R. Welch, Ph.D., P.E.	Services - Professional	As needed regulatory support services	23,310.00
41926	Morrow-Meadow Corporation	Capital Outlay	Emergency generator procurement and installation	142,277.08
41927	Octavio Navarrete	Seminars/Education	Employee reimbursement - CWEA ticket and health and welln.	165.00
41928	Cosby Oil Company, Inc	Fuel	Fuel - January	660.22
41929	Olin Corp - Chlor Alkali	Supplies - Chem - Sodium Hypo	Procurement of Sodium Hypochlorite	7,252.61
41930	Olivenhain Municipal Water Dis	Rent, Maintenance Service	Pipeline rental payment - Dec, Weigand Zona Gale - 2nd quart	7,707.45
41931	Michael Piper	Seminars/Education	Employee reimbursement - ABPA CCC specialist exam & milea	173.71
41932	The Pun Group LLP	Services - Accounting	Financial accounting and consulting services	10,000.00
41933	Santa Fe Irrigation District	SFID Distribution Pipeline	Pipeline purchase payment	2,802.69
41934	Sartorius Corporation	Services - Laboratory	Installation of deionized water generator	1,820.00
41935	Southern California Fleet Ser.	Vehicle Maintenance	Sludge tractor service	1,661.31
41936	SWRCB	Fees - Permits	Contract operator registration for LWWD CPO program	500.00
41937	Terminix Processing Center	Services - Maintenance	Pest control service	94.00
41938	Michael Thornton	Subsistence - Meals	Employee reimbursement - Lunch meeting ref. staffing and HR	68.85
41939	Unifirst Corporation	Services - Uniforms, Supplies - Safety	Uniform service and gloves	1,021.37
41940	Daniel Verdon	Seminars/Education	Employee reimbursement - Lab analyst grade II exam	200.00
41941	Verizon Wireless	Utilities - Telephone	12/11/22 - 01/10/23	619.39
41942	Verizon Wireless	Utilities - Telephone	Cell phone - 12/08/22 - 01/07/23	1,067.63
41943	Benefits Coordinators Corp.	Dental/Vision	Vision - Feb	355.30

**SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS
23-02
For the Month of January 2023**

Warrant #	Vendor Name	G/L Account	Warrant Description	Amount
On-line 745	ReadyRefresh	Supplies - Lab	Kitchen and lab supplies	850.59
On-line 746	Aflac	EE Deduction Benefits	Aflac - Jan	845.64
On-line 747	BankCard Center	Supplies - Shop & Field	Various supplies	3,416.57
On-line 748	P.E.R.S.	Medical Insurance - Pers	Health - Feb	31,850.55
On-line 749	ReadyRefresh	Supplies - Lab	Kitchen and lab supplies	799.21
On-line 750	San Diego Gas & Electric	Utilities - Gas & Electric	Gas and electric - 12/08/22 - 01/09/23	85,516.14
On-line 751	WM Corporate Services, Inc.	Services - Grit & Screenings	10 yard roll disposal	2,343.19
	San Elijo Payroll Account	Payroll	Payroll - 01/13/2023	132,609.21
	San Elijo Payroll Account	Payroll	Payroll - 01/27/2023	104,010.07
				<u>\$ 852,401.19</u>

SAN ELIJO JOINT POWERS AUTHORITY

PAYMENT OF WARRANTS SUMMARY

**For the Month of January 2023
As of January 31, 2023**

PAYMENT OF WARRANTS		\$ 852,401.19
Reference Number	23-02	

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 January 31, 2023

FUNDS ON DEPOSIT WITH	AMOUNT
LOCAL AGENCY INVESTMENT FUND <i>(JANUARY 2023 YIELD 2.425%)</i>	
UNRESTRICTED DEPOSITS	\$ 19,682,775.56
CALIFORNIA BANK AND TRUST <i>(JANUARY 2023 YIELD 0.01%)</i>	
REGULAR CHECKING	632,084.69
PAYROLL CHECKING	5,000.00
PARS - TRUSTEE (POST-EMPLOYMENT BENEFITS TRUST) <i>(DECEMBER 2022 YIELD -2.68%)</i>	402,404.19
TOTAL RESOURCES	\$ 20,722,264.44

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

February 21, 2023

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

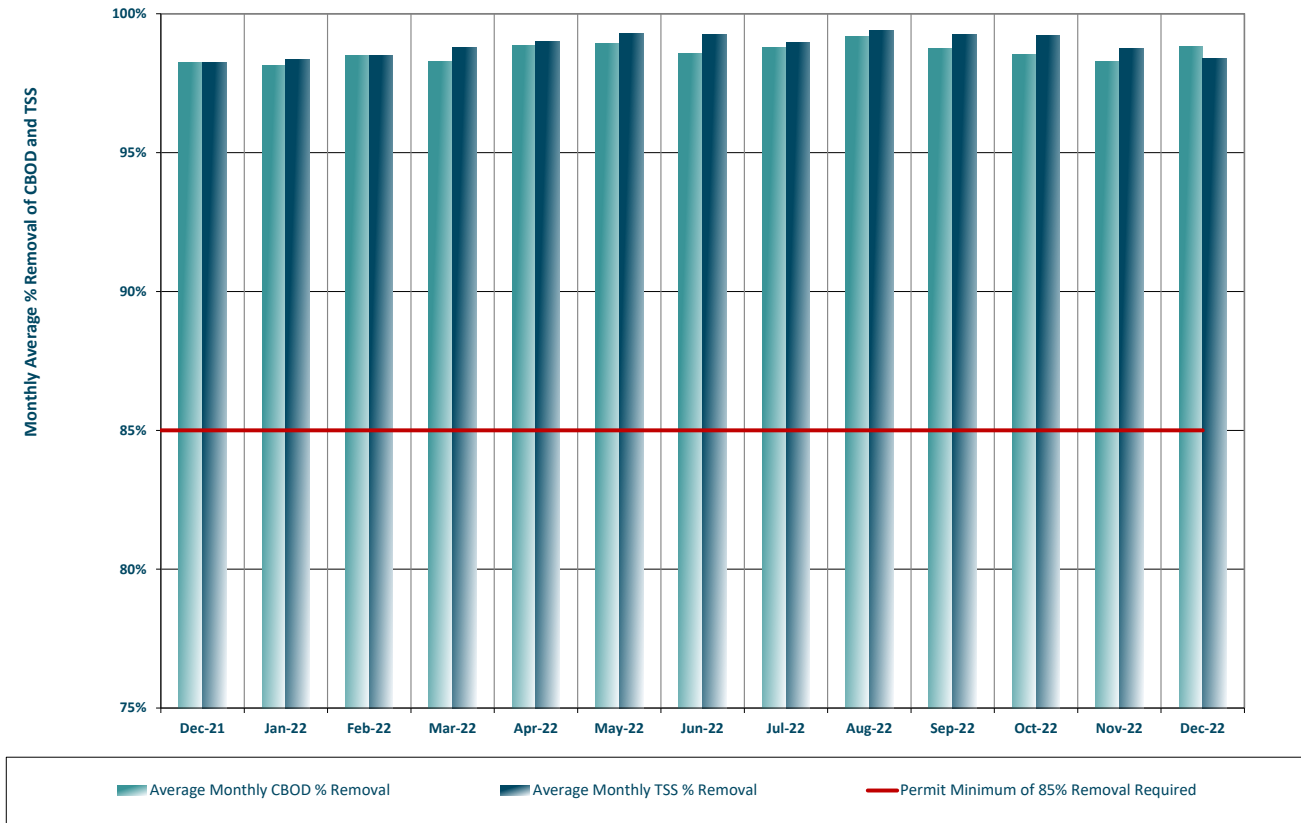
Wastewater treatment for the San Elijo Joint Powers Authority (SEJPA) met all National Pollutant Discharge Elimination System (NPDES) ocean effluent limitation requirements for the month of December 2022. The primary indicators of treatment performance include the removal of Carbonaceous Biochemical 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 **98.4** percent removal, respectively, during the month of December.

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

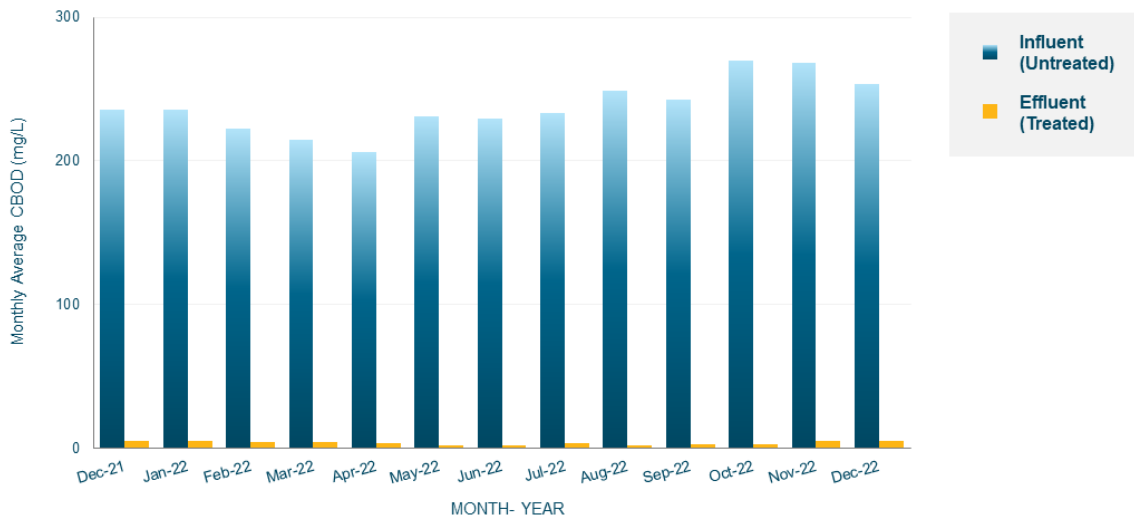
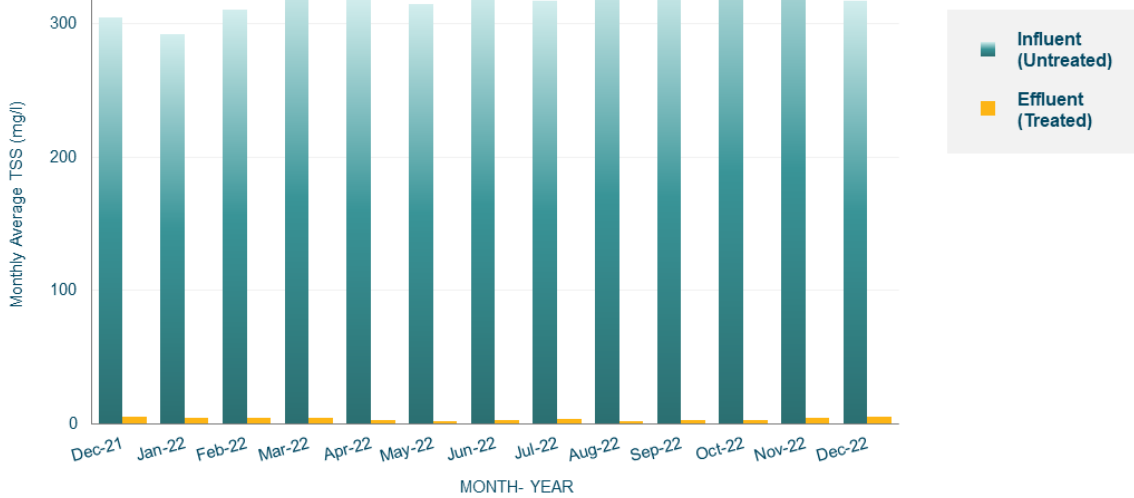


FIGURE 3: TREATED EFFLUENT FLOWS REMOVAL OF TSS



Member Agency Flows

Table 1 (below) presents the influent and effluent flows for the month of December. Average daily influent flows were recorded for each Member Agency. Total effluent flow was calculated for the San Elijo Water Campus. Approximately 26% of the influent flow was diverted for recycled water use in December.

TABLE 1 – INFLUENT AND EFFLUENT FLOWS IN DECEMBER

DECEMBER			
	Influent (mgd)	Recycled Water (mgd)	Effluent (mgd)*
Cardiff Sanitary Division	1.186	0.307	0.879
City of Solana Beach	0.906	0.234	0.672
Rancho Santa Fe SID	0.133	0.034	0.099
City of Del Mar	0.374	0.097	0.277
Total San Elijo Water Campus Flow	2.599	0.672	1.927

* 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.

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
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
Jul-22	1.124	0.129	0.948	0.438	2.639	8,557	583	8,142	2,616	19,898	131	221	116	179	133
Aug-22	1.163	0.133	0.929	0.448	2.673	8,557	583	8,142	2,616	19,898	136	228	114	185	134
Sep-22	1.139	0.125	0.904	0.381	2.549	8,557	584	8,142	2,616	19,899	133	214	111	158	128
Oct-22	1.083	0.128	0.890	0.295	2.396	8,557	584	8,142	2,616	19,899	127	219	109	122	120
Nov-22	1.205	0.124	0.879	0.336	2.544	8,557	585	8,142	2,616	19,900	141	212	108	138	128
Dec-22	1.186	0.133	0.906	0.374	2.599	8,557	585	8,142	2,616	19,900	139	228	111	151	131

CSD: Cardiff Sanitary Division

RSF: Ranch Santa Fe Community Service District

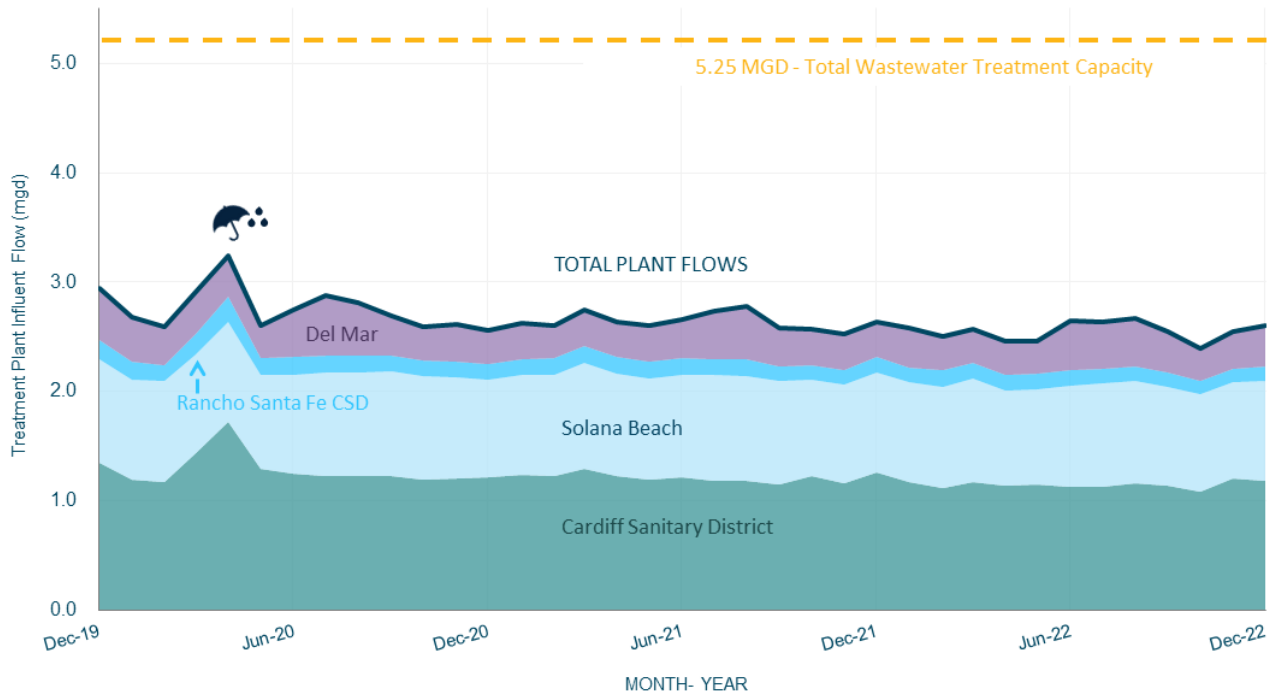
SB: Solana Beach

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 December 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)	9.0
Escondido (Peak flow rate)	18.0

Connected Equivalent Dwelling Units

The Cities of Encinitas, Solana Beach and Del Mar updated the number of connected EDUs that are reported to the SEJPA in July 2022. The 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	585
City of Solana Beach	7,806
San Diego (to Solana Beach)	337
City of Del Mar	2,616
Total EDUs to System	19,900

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

February 21, 2023

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 December 2022, recycled water demand was 53.6 acre-feet (AF), which was met using 52.9 AF of recycled water and supplemented with 0.7 AF of potable water. December demand was 9.5% below budget expectations of 59 AF. However, the total water production of 1,033 AF for the first six months of FY 2022-23 was above budget by more than 10%. Total recycled water sales for calendar year 2022 was 1,924.3 AF, a new record for calendar year sales. This record beat the previous record set in CY 2021 by 256 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 December for the last ten years to provide a year-over-year comparison. Figure 3 (attached) compares budget versus actual recycled water sales for FY 2022-23.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

FIGURE 1: RECYCLED WATER DEMAND AND RAINFALL COMPARISON

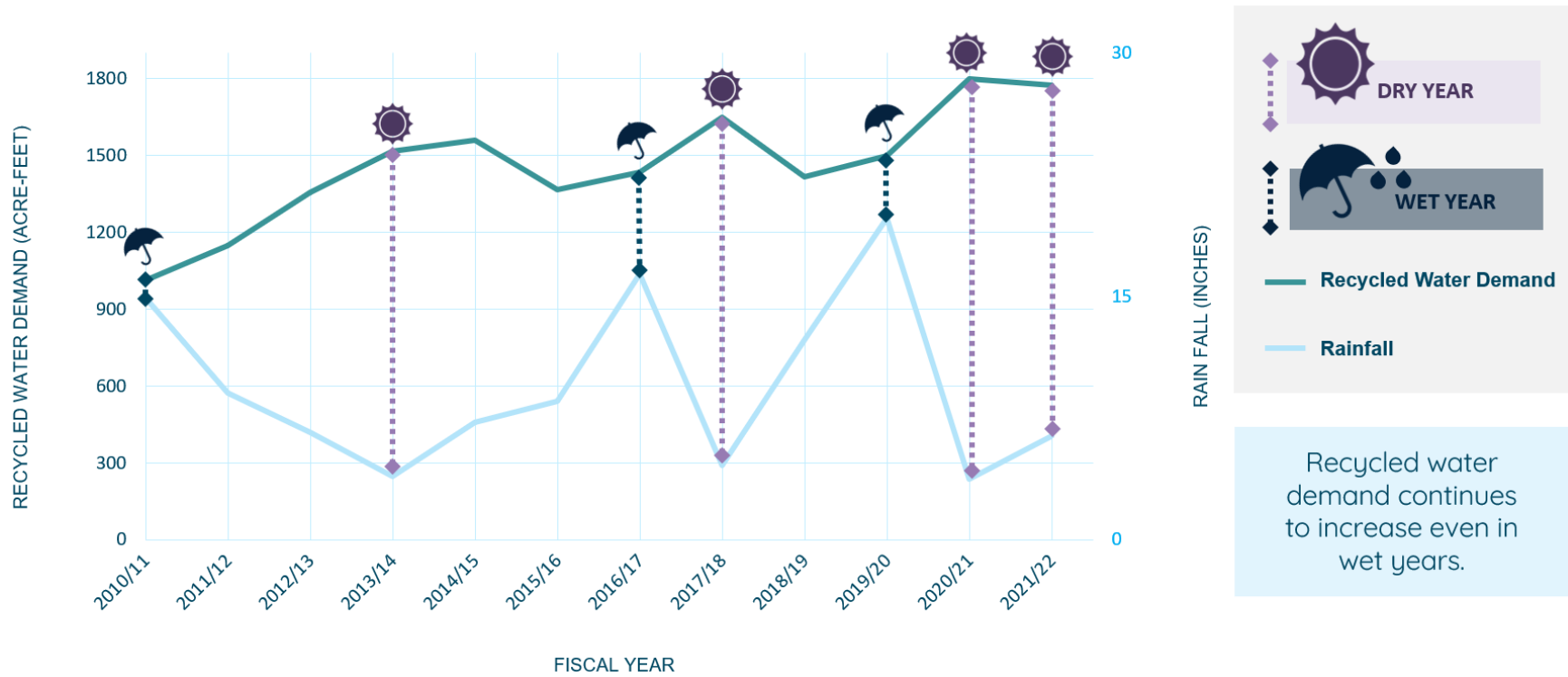


FIGURE 2: DECEMBER RECYCLED WATER DEMAND

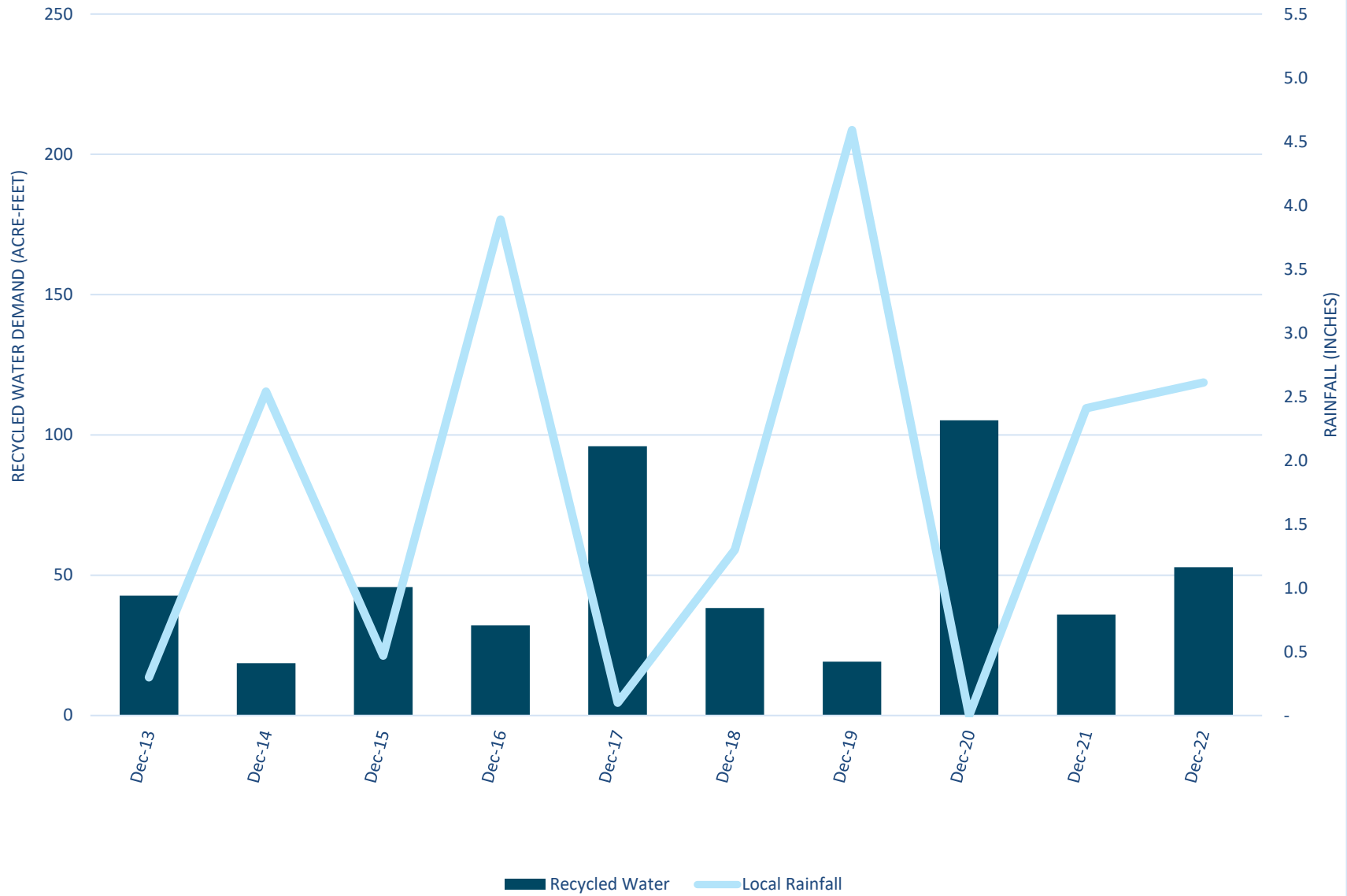
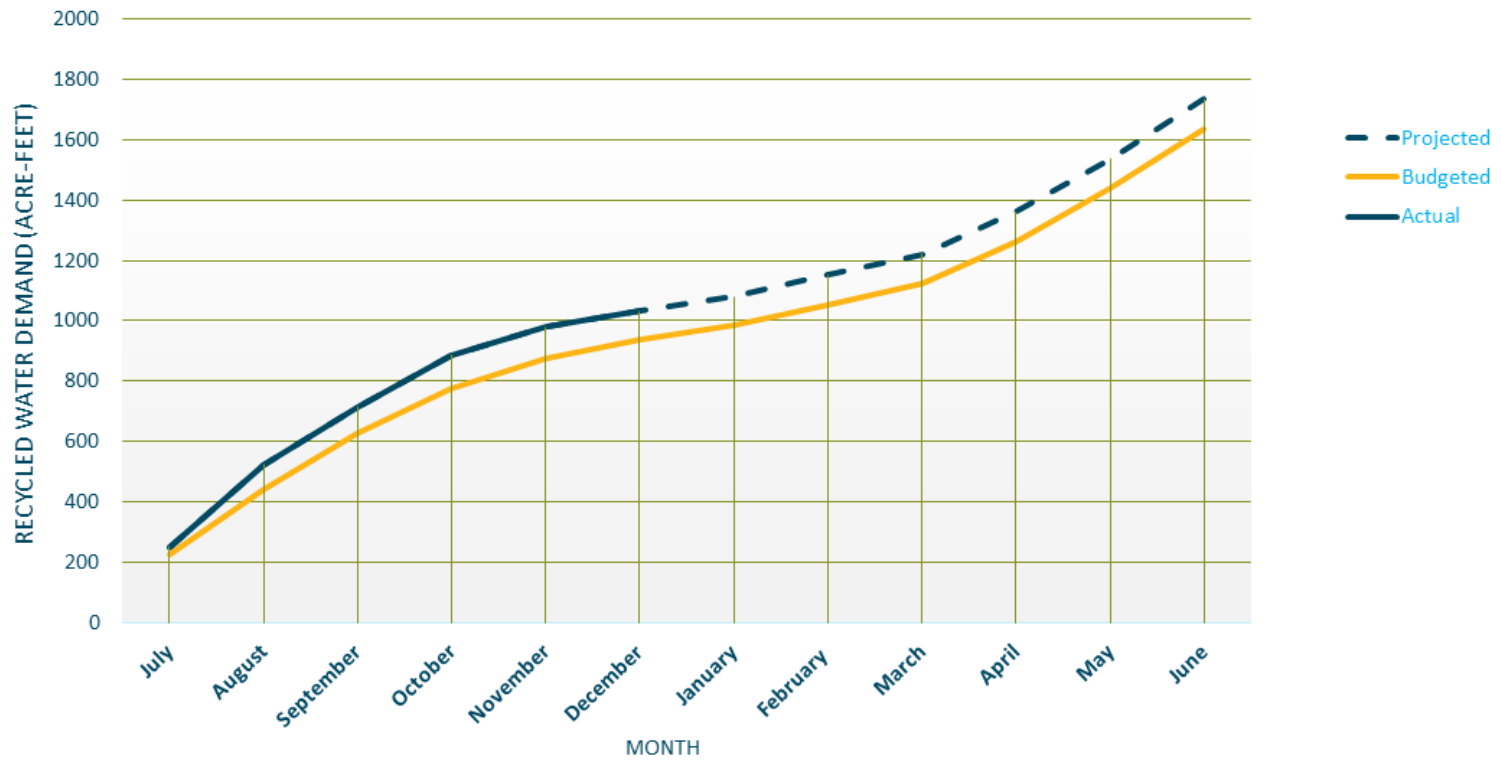


FIGURE 3: FY2022/23 CUMULATIVE DEMAND VS BUDGET



*

AGENDA ITEM NO. 11

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

February 21, 2023

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 January 13, 2023.

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

February 21, 2023

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: NOTICE OF EMERGENCY SITUATION AND AWARD OF CONSTRUCTION CONTRACT FOR REPAIRS TO RECYCLED WATER PIPELINE IN MANCHESTER AVE.

RECOMMENDATION

It is recommended that the Board of Directors:

1. Review and Confirm this Emergency Condition pursuant to San Elijo Joint Power Authority's Resolution 2022-01 "Purchasing Policies and Procedures" and Public Contract Code 22050, and ratify the General Manager's execution of emergency repair agreement with GEM Site Development, LLC for repairs to recycled water pipeline in Manchester Avenue with repair costs not to exceed estimated value of \$50,000.

BACKGROUND

The San Elijo JPA's recycled water system was originally constructed and put into operation in 2000 to serve non-potable demands within the communities of Encinitas, Solana Beach, and Del Mar. The system generally consists of a "north system" and a "south system", both of which are supplied by recycled water produced at the San Elijo Water Campus.

The original backbone recycled water infrastructure has performed reliably for over 20 years, experiencing only occasional leaks over that period of operation. The expected useful life of a distribution system of this type and use is estimated at +70 years. Leaks in distribution systems occur on occasion and can be attributed to soils that accelerate corrosion, construction defects, or operating characteristics outside of the design parameters. Detecting, locating, and fixing leaks is part of SEJPA's regular operating and maintenance responsibilities.

Leaks are not readily predictable and may result in injury to persons and damage to property, as well as permit violations, loss of a resource, and economic loss to SEJPA and/or others, among other potential damages. Therefore, when a leak is detected, immediate attention and action is necessary to respond to the emergency. Such work is commonly completed under Emergency Work provisions of SEJPA's Resolution 2022-01 "Purchasing Policies and Procedures", Part 3.1.d which states:

The General Manager is authorized to purchase and enter into contracts for urgent maintenance and for necessary equipment, services and supplies in the case of an emergency, without giving notice for bids and in any necessary amount. Urgent sewer maintenance or repair work is work that is required as a result of a physical condition which threatens public health or safety or the environment and requires immediate remedial action to mitigate said threat. Following the exercise of this authority, the General Manager or designee shall follow the procedures required by Section 22050 of the Public Contract Code.

Section 22050 of the Public Contract Code (PCC) stipulates requirements for reporting the action to the governing Board

22050, Paragraph (c)(1) ...[following action by General Manager under authority delegated in SEJPA's Procurement Policy]...the governing body shall initially review the emergency action not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action, unless ...[General Manager as delegated authority]...has terminated that action prior to the governing body reviewing the emergency action and making a determination pursuant to this subdivision. If the governing body meets weekly, it may, after the initial review, review the emergency action in accordance with this paragraph every 14 days.

DISCUSSION

On Sunday, February 5th, wet pavement was observed just east of the intersection of the Water Campus entrance on Manchester Avenue. SEJPA promptly investigated the situation and, suspecting a leak at the service lateral feeding the San Elijo Lagoon Nature Center, shutdown the "south system" transmission main, isolating this segment in Manchester Avenue, and notified the City of Encinitas and customers affected by the shutdown. The General Manager determined that this leak constituted an emergency pursuant to SEJPA's policies, and that the emergency would not permit a delay resulting from a competitive solicitation for bids and that immediate action was necessary to respond to the emergency. A local pipeline contractor, GEM Site Development, LLC (GEM) was contacted and agreed to mobilize a crew to immediately support the repair under an emergency, time and materials contract. The General Manager thereafter executed an Emergency Services Agreement with GEM (see Attachment 1) in accordance with the emergency work provisions described above.

Starting on Monday, February 6th, GEM setup traffic control on Manchester Avenue and coordinated subcontractors for asphalt saw-cutting and grinding, and mobilized equipment, operators and laborers to excavate the location identified by SEJPA. A leak was discovered at the seal around the service saddle tap and with SEJPA's approval, GEM proceeded with repair work including material purchases, removing a section of damaged pipe, and replacement of the pipe with repair couplings, joint restraints and a new service saddle. Trench preparation, pipe bedding, backfill and asphalt surface restoration were completed in accordance with City of Encinitas standards. The "south system" transmission main was returned to service on the afternoon of Thursday, February 9th and the General Manager determined the emergency condition was resolved as of Friday, February 10th. GEM will need to return to do a final pavement restoration consistent with the City's paving requirements in the next two weeks (to allow for correction of settling), which is typical follow-up work. After this final work is performed, SEJPA will coordinate with GEM to reconcile the time and materials charges in order to approve and pay-out GEM's final invoice. After this final reconciliation is performed the General Manager will terminate the time and materials contract with GEM.


FINANCIAL IMPACT

Funding for this emergency event will be allocated from the recycled water reserve fund.

It is recommended that the Board of Directors:

1. Review and Confirm this Emergency Condition pursuant to San Elijo Joint Power Authority's Resolution 2022-01 "Purchasing Policies and Procedures" and Public Contract Code 22050, and ratify the General Manager's execution of emergency repair agreement with GEM Site Development, LLC for repairs to recycled water pipeline in Manchester Avenue with repair costs not to exceed estimated value of \$50,000.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment 1: GEM Site Development, LLC, Emergency Repair Project (Contract No. 2023-030SC), February 6, 2023

Attachment 1

TECHNICAL SERVICES AGREEMENT BETWEEN SAN ELIJO JOINT POWERS AUTHORITY AND GEM SITE DEVELOPMENT, LLC FOR EMERGENCY REPAIRS PROJECT

RECITALS

- A. This Technical Service Agreement (“**Agreement**”) is made and entered into this 6th day of February, 2023 (“**Effective Date**”), by and between the SAN ELIJO JOINT POWERS AUTHORITY (“**SEJPA**”) and GEM SITE DEVELOPMENT, LLC, (“**CONTRACTOR**”), an independent contractor, with a principal place of business at Ramona, CA.
- B. **CONTRACTOR** has responded to **SEJPA**’s request to provide emergency repair services on existing 12” recycled water DR 14 PVC pipe on Manchester Avenue, Cardiff by the Sea, CA. **SEJPA** has been determined that it is in the best interests of **SEJPA** to enter into the Agreement hereinafter contained.
- C. In consideration of the mutual promises, conditions and covenants herein contained, the parties hereto agree to the terms and conditions set forth in this Agreement.

AGREEMENT

SECTION 1 SCOPE OF WORK

A. **CONTRACTOR** shall provide labor and services to complete the Scope of Work specified in **Attachment A** to this Agreement. **CONTRACTOR** shall furnish all materials, equipment, supplies and incidentals necessary to perform the work, except those which are expressly designated to be furnished by **SEJPA**. All work performed and materials supplied in the execution of this Agreement shall comply with applicable laws, standards, codes and regulations governing such materials, items and work. All material is guaranteed to be as specified in the Scope of Work. Any alteration or deviation from the specifications, which involve extra costs, must be approved by **SEJPA** in advance.

B. **CONTRACTOR** represents that it is skilled in the technical expertise necessary to provide the services required under this Agreement. **CONTRACTOR** shall be licensed under the classification of Class A as the date of this Agreement and shall maintain such license until final completion and acceptance of the work specified in the Agreement. **CONTRACTOR** agrees to perform its work hereunder in a competent manner acceptable to **SEJPA** and in conformity with the requirements of this Agreement. **CONTRACTOR** will employ only competent workers to complete the work under this Agreement.

C. **CONTRACTOR** shall secure and maintain in good standing for the term of this Agreement any and all permits, licenses and certifications required to perform the Scope of Work. **CONTRACTOR** shall provide proof of any such permits and licensure upon request by **SEJPA**.

SECTION 2 TIME OF PERFORMANCE

A. CONTRACTOR agrees to complete said work by February 10, 2023 to the entire satisfaction of SEJPA before final payment is made. Time is of the essence. The time for performance of any work under this Agreement may be extended, or suspended, in the reasonable discretion of SEJPA, based on unavoidable disruption of work due to strikes, lockouts, government acts, epidemics/pandemics, acts of God and other similar conditions shown by CONTRACTOR to be beyond the control of CONTRACTOR.

SECTION 3 COMPENSATION

A. Compensation for all of the labor, equipment, material and services which CONTRACTOR is obligated to perform under the terms and conditions of this Agreement, including all applicable taxes, shall not exceed twenty five thousand dollars (\$25,000). SEJPA shall make payments to CONTRACTOR in response to duly submitted invoices in accordance with this SECTION 3.

B. Prepayments will not be made, at any time, during the execution of this Agreement. CONTRACTOR shall submit monthly invoices to SEJPA for payments. Such invoices shall represent the value of the items delivered or services provided during the billing period. Such invoices shall be prepared in such form and supported by documentation as SEJPA may reasonably require including a brief narrative description of the work performed.

C. Payment shall be made by SEJPA to CONTRACTOR within forty-five (45) days of receipt of an approved invoice. The amount of this payment will be less any amounts previously paid on the account.

D. SEJPA shall review each invoice as soon as practicable after receipt for the purpose of determining whether the invoice should be approved as a proper payment request. SEJPA shall return to CONTRACTOR any invoice determined not to be a proper payment request as soon as practicable. The returned payment request shall include a written explanation setting forth the reasons why the payment request is not proper, and a proposed revised invoice amount, if any, that SEJPA believes to be the proper amount.

E. If CONTRACTOR accepts the proposed revised invoice prepared by SEJPA, CONTRACTOR shall provide written notification to SEJPA's designated representative that CONTRACTOR accepts the proposed revised invoice, and the revised invoice shall be deemed received on the same business day CONTRACTOR's written notification is received. SEJPA shall thereafter have 45 days to make payment on the revised invoice.

F. All invoices shall be made in writing and must be delivered via email to apsejpa@sejpa.org with a copy by U.S. mail, postage prepaid to the address below. All payments shall be delivered U.S. mail to the address below:

Payment mailing address:
San Elijo Joint Powers Authority
P.O. Box 1077
Cardiff by the Sea, CA 92007

Attention: Accounts Receivable

SECTION 4 TERM AND TERMINATION

A. The Agreement period will continue until CONTRACTOR's completion of the Scope of Work attached hereto as "**Attachment A**" and expiration of the warranty of work. CONTRACTOR's indemnification, hold harmless and defense obligation shall survive the termination or expiration of this Agreement.

B. SEJPA may cancel this Agreement at any time with no less than ten (10) days' prior written notice. CONTRACTOR shall discontinue all affected work on the indicated date of termination.

C. The time for performance of any work under this Agreement may be extended, at SEJPA's discretion, based on unavoidable disruption of work due to strikes, lockouts, government acts, pandemics/epidemics, acts of God and other similar conditions shown by CONTRACTOR to be beyond the control of CONTRACTOR.

SECTION 5 LEGAL RELATIONS

A. CONTRACTOR is for all purposes an independent contractor. All personnel provided by CONTRACTOR pursuant to this Agreement are to be employed by CONTRACTOR, or its subcontractors, for their account only. Neither CONTRACTOR, its employees nor subcontractors, shall be deemed to have been employees of SEJPA or to have been entitled to any rights or benefits as SEJPA employees. CONTRACTOR certifies that it is free from the control and direction of SEJPA in connection with the performance of the work. CONTRACTOR will supervise the work and control the means for accomplishment of the services and work to be performed hereunder. CONTRACTOR will be responsible for providing required and necessary protective gear for its personnel, including any subcontractor personnel, while on the job site, including safety equipment. No permitted or required approval by SEJPA of personnel, costs, schedules, documents or services of CONTRACTOR shall be construed as making SEJPA responsible for the manner in which CONTRACTOR performs its services. Such approvals are intended to give SEJPA the right to satisfy itself with the quality of work performed by CONTRACTOR. CONTRACTOR further certifies that it is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed under this Agreement. This Agreement is not exclusive, and as such CONTRACTOR certifies that it is free to perform work for others for the duration of this Agreement.

B. CONTRACTOR agrees to indemnify, defend, protect, and hold SEJPA, its Member Agencies (the City of Solana Beach and the City of Encinitas), and each of their respective officers, officials, directors, agents, employees, and volunteers (collectively, "Indemnified Parties") harmless from and against any and all liability, claims, demands, damages, loss, charge, civil fines or penalties, liens, actions and causes of action, including reasonable attorney's fees, costs and expenses (collectively, "Claims"), arising out of the negligent acts, errors, omissions or willful misconduct of CONTRACTOR, its associates, employees, subcontractors or other agents in the performance of this Agreement or out of operations conducted by CONTRACTOR.

CONTRACTOR shall not be required to defend, indemnify or hold harmless Indemnified Parties for Claims to the extent attributable to the sole negligence, active negligence or willful misconduct of Indemnified Parties. The indemnification, hold harmless and defense obligations set forth herein shall survive the termination or expiration of this Agreement.

SECTION 6 INSURANCE.

A. CONTRACTOR shall procure and maintain during the term of this Agreement all insurance required by federal, state, county and local laws, and such other and additional coverage adequate to protect CONTRACTOR and SEJPA from any liabilities and claims for injuries and damages to persons or property which may arise from, or in connection with, the performance of work hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors. Specifically, CONTRACTOR and each of its subcontractors shall maintain throughout the term of this Agreement the following policies of insurance:

1. A general liability policy of insurance, including coverage for products and completed operations, bodily injury and/or death, personal and advertising injury, and property damage claims which may arise from or in connection with the performance of the work under this Agreement by CONTRACTOR and its subcontractors, and each of their agents, representatives, or employees. General Liability insurance shall be comprehensive in form and shall be on a “per occurrence” basis in a minimum amount of Three Million Dollars (\$3,000,000) per occurrence. Such coverage shall be written on Insurance Services Office (“ISO”) Form CG 00 01, or equivalent.
2. An automobile liability policy of insurance to cover claims, injury, death, loss or damage, accidents from the use or operation of any automobiles, trucks and/or other mobile or stationary equipment, whether owned, non-owned or hire. Auto coverage shall be issued with a limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
3. Workers’ compensation insurance with limits no less than the statutory limits.

B. All policies of insurance required under this Section shall be from insurance providers who are either admitted or licensed to do business in California, or are Surplus Lines Carriers authorized to do business in California, and who have an A.M. Best Company rating of no less than A- and a financial size category of at least Class VII, unless otherwise acceptable to SEJPA.

C. All policies of insurance required under this Section, except for workers’ compensation, shall be endorsed to name SEJPA, its member agencies the City of Solana Beach and City of Encinitas, and their directors, officers, employees and representatives (the “Additional Insureds”) as additional insureds under each such policy and an additional insured endorsement at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37, if later revisions are used, shall be provided to SEJPA.

D. CONTRACTOR shall provide duly-authorized and, as applicable, executed original certificates and endorsements for all insurance required pursuant to this Agreement on forms approved by SEJPA in conformity with all requirements of this Agreement prior to commencement of any work hereunder. If any of the required coverages expire during the term of this Agreement, CONTRACTOR shall deliver renewal certificates to SEJPA at least ten (10) days prior to the expiration date.

E. For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be excess of the CONTRACTOR's (and its subcontractor's) insurance, and shall not contribute to such insurance.

F. Any deductibles or self-insured retentions must be declared in writing and approved by SEJPA. At the option of SEJPA, either: the insurance provider(s) shall reduce or eliminate such deductibles or self-insured retentions as respects SEJPA and its directors, officers, employees, and representatives; or the CONTRACTOR shall provide a financial guarantee satisfactory to SEJPA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

G. CONTRACTOR hereby agrees to waive rights of subrogation against SEJPA and the Additional Insureds which any of CONTRACTOR's insurers may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

H. CONTRACTOR shall provide thirty (30) days' advance written notice to SEJPA, of any cancellation or material alteration of any insurance policy required herein.

SECTION 7 ASSIGNMENTS/SUBCONTRACTS

CONTRACTOR shall not sublet or assign any of the work covered by this Agreement, except with the prior written approval of SEJPA and in strict compliance with the terms, provisions and conditions of this Agreement.

SECTION 8 CONTRACTOR'S PROJECT MANAGER

CONTRACTOR's designated project manager, David Cardenez, shall be empowered to act for CONTRACTOR for all matters relating to this Agreement.

SECTION 9 SEJPA REPRESENTATIVE

SEJPA's designated representative, Michael Piper, will administer this Agreement.

SECTION 10 FREEDOM OF INFORMATION

SEJPA shall make freely available to CONTRACTOR for examination all non-privileged directly pertinent books, documents, papers and records of SEJPA involving transactions related to this Agreement. CONTRACTOR understands that information provided to SEJPA pursuant to this

contract may become a public record and subject to disclosure pursuant to the California Public Records Act.

SECTION 11 PREVAILING WAGE LAWS

A. CONTRACTOR shall comply with the requirements of this SECTION 12 with respect to any installation, repair, maintenance or other work constituting a public works under California Labor Code sections 1720 et seq. and 1770 et seq., and California Code of Regulations, title 8, section 16000 et seq. (collectively, "Prevailing Wage Laws").

B. CONTRACTOR must be, and must require its subcontractors to, be registered with the California Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5, prior to execution of this Agreement. No contractor or subcontractor may be listed on a bid proposal for a public works project, or may be awarded a contract for public work on a public works project, unless it registers with and pays an annual fee to the DIR. CONTRACTOR shall submit proof of current registration, and shall require subcontractors to submit proof of current registration, to SEJPA prior to commencing work on the project. For more information on how to become registered with the DIR, please go to <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>.

C. CONTRACTOR agrees to comply with and require its subcontractors to comply with the requirements of Prevailing Wage Laws and any additional applicable California Labor Code provisions related to such work including without limitation payroll recordkeeping requirements. CONTRACTOR and its subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the DIR for all services described in this Agreement and as required by law. The general prevailing wage determinations can be found on the DIR website at: <http://www.dir.ca.gov>. Copies of the prevailing rate of per diem wages may be accessed at SEJPA's administrative office, and shall be made available upon request. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services described in this Agreement available to interested parties upon request, and shall post and maintain copies at CONTRACTOR'S principal place of business and at all site(s) where services are performed. Penalties for violation of Prevailing Wage Laws may be assessed in accordance with such laws. For example, CONTRACTOR shall forfeit, as a penalty to SEJPA, Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each workman paid less than stipulated prevailing rates for services performed under this Agreement by him, or any subcontractor under him, in violation of Prevailing Wage Laws. CONTRACTOR shall defend, indemnify and hold the Indemnified Parties harmless from any claims, liabilities, costs, penalties or interest arising out of the failure or alleged failure of CONTRACTOR or its subcontractors to comply with Prevailing Wage Laws.

D. CONTRACTOR and each of its subcontractors shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by CONTRACTOR or subcontractor in connection with the services performed pursuant to this Agreement. Each payroll shall be certified and available for inspection as prescribed by Labor Code section 1776. CONTRACTOR shall keep

All on site work is to be performed Monday through Friday between the hours of 7:30 a.m. and 5:30 p.m. or as otherwise set forth in **Attachment A**. In the event these working hours conflict with an ordinance of Cardiff-by-the-Sea, CONTRACTOR shall perform site work in compliance with such ordinance. At the start of each workday CONTRACTOR will register all contract personnel on site for/ or during that workday at the Operations Building. CONTRACTOR will also notify SEJPA's designated Project Manager or the Project Manager's assigned alternate of their daily schedule. Any change in the defined working times must have prior written approval from SEJPA's General Manager or his designated representative.

SECTION 14 WARRANTY OF WORK

A. CONTRACTOR guarantees all work pursuant to this Agreement against defective materials or workmanship for period of one (1) year from the date of completion of all work, except where longer warranty periods are specifically stated. Any defective material or workmanship which may be discovered before completion all work or within one (1) year thereafter shall be corrected immediately by CONTRACTOR at its own expense notwithstanding that it may have been overlooked in previous inspections and estimates. Any work to correct a defect in workmanship and/or replacement materials shall additionally be guaranteed by CONTRACTOR for a period of one (1) year from the date of completion of such corrective work or replacement of materials.

B. Failure to inspect the work at any stage shall not relieve CONTRACTOR from any obligation to perform sound and reliable work as herein described. It is CONTRACTOR'S ultimate responsibility to complete all work as required by this Agreement.

C. During the one (1) year warranty period, should CONTRACTOR fail to remedy defective material and/or workmanship, or to make replacements within five (5) days after written notice by SEJPA, it is agreed that SEJPA may make such repairs and replacements and the actual cost of the required labor or materials shall be chargeable to and payable by CONTRACTOR.

D. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by this Agreement or by law. The remedies provided herein shall not be exclusive and SEJPA shall be entitled to any and all remedies provided by law.

SECTION 15 WORK DURING DISPUTES

In the event of a dispute between the parties as to the performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed, the parties shall attempt to resolve the dispute. If the dispute is not resolved, CONTRACTOR agrees to continue the work diligently to completion and will neither rescind this Agreement nor stop the progress of the work, but may submit such controversy for determination in accordance with applicable law. In the event any litigation is commenced with respect to this Agreement, such litigation shall not serve to suspend CONTRACTOR'S obligation to continue performance of the work hereunder.

SECTION 16 MISCELLANEOUS

A. If CONTRACTOR is required by law to be licensed and regulated by a State License Board, or any other regulatory body, CONTRACTOR hereby warrants that it has complied with any such licensing and regulatory authorities. CONTRACTOR shall provide proof of such licensure upon request by SEJPA.

B. All work performed and materials supplied in the execution of this Agreement shall comply with applicable laws, standards, codes and regulations governing such materials, items and work. All material is guaranteed to be as specified in the Scope of Work. Any alteration or deviation from the Scope of Work, which involve extra costs, may be executed by CONTRACTOR only after approval of SEJPA by written order, which will specifically state the change in the Scope of Work and the additional charges to be incurred. Unless otherwise directed by SEJPA, CONTRACTOR shall not be entitled to compensation for work requiring an approved written order if CONTRACTOR fails to obtain such an order prior to the execution of that work.

C. The "Hazard Communication Standard" requires that individuals (employees) working in an area where hazardous substances are being used must be informed of any potential dangers associated with working in that area. (29 C.F.R. § 1919.1220.) It is the responsibility of CONTRACTORS working at San Elijo Joint Powers Authority to read and acknowledge receipt of the information packet prior to the start of any scheduled work. Furthermore, CONTRACTOR shall make available all applicable information regarding hazardous substances and conditions to all CONTRACTOR employees and subcontractors.

D. CONTRACTOR will perform all work under this Agreement in good faith and in the best interests of SEJPA. CONTRACTOR shall be solely and completely responsible for the safety of all CONTRACTOR personnel, including personnel of any subcontractors, during performance of the work. In performing the work specified in this Agreement, CONTRACTOR agrees to comply with all laws, rules, regulations, ordinances, directives and orders, whether federal, state or local, and any and all of SEJPA policies and procedures, departmental rules and other directives applicable to the services to be performed, including, but not limited to, SEJPA's Contractor Safety Policies and Procedures. Any changes to SEJPA policies and procedures that relate to CONTRACTOR will be provided to CONTRACTOR in writing. CONTRACTOR agrees to review such policies, procedures, rules and directives the contents of which CONTRACTOR will be deemed to have knowledge.

E. If this Agreement involves an expenditure of public funds in excess of ten thousand dollars (\$10,000), the Agreement is subject to examination and audit of the State Auditor, at the request of SEJPA or as a part of any audit of SEJPA, for a period of three (3) years after final payment under the Agreement. CONTRACTOR shall cooperate with SEJPA regarding any such audit at no extra cost to SEJPA.

F. This Agreement represents the entire understanding of SEJPA and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing and signed by both parties.

G. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, 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. Electronic signatures shall have the same legal effect as an original signature.

H. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed inserted herein, and the Agreement shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion.

I. In signing this Agreement, CONTRACTOR certifies that CONTRACTOR shall not submit a false claim in violation of the False Claims Act, section 12650 *et seq.* of the Government Code.

J. This Agreement shall be construed and enforced under and in accordance with the laws of the State of California. Venue to any action or proceeding arising out of this Agreement shall be in San Diego County, California.

K. In the event litigation or arbitration is commenced to interpret or enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees in addition to costs and expenses.

L. SEJPA and CONTRACTOR do covenant that the individual executing this Agreement on their behalf is a person duly authorized and empowered to execute this Agreement for such party.

BY SIGNING BELOW THE PARTIES VOLUNTARILY ENTER INTO THIS AGREEMENT AND ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE TERMS SET FORTH HEREIN AND AGREE TO BE BOUND THEREBY.

SAN ELIJO JOINT POWERS AUTHORITY: CONTRACTOR:

Signature

Title GENERAL MANAGER

Date 02/7/23

Signature

Title Project manager.

Date 2/7/23

#1026136
Contractor's License No.

April 30, 2023
License Expiration Date

Attachment A

Scope of Work

PROJECT LOCATION:

2695 Manchester Ave, Cardiff by the Sea, CA. 92007

PROJECT SCOPE: Emergency repair scope to be completed under force account.

1. Erect and maintain traffic control and safety procedures for work in Manchester Ave.
2. Sawcut, remove and dispose asphalt, and excavate at wet spot in Manchester Avenue over meter service lateral to locate and fix leak on 12-inch PVC recycled water main.
3. Once leak is identified, confer with SEJPA prior to implementing repair.
4. Excavated material shall be hauled to area on the San Elijo Water Campus site and deposited in manner and location directed by SEJPA. Spoils shall not be deposited in public right-of-way or near protected lagoon habitat.
5. Dewater pipeline to sewer manhole as directed by SEJPA. No recycled water shall be allowed to discharge into the lagoon or storm drains.
6. Backfill with clean imported material and compact per Section 02223 of the San Diego Water Agency Standards (https://www.sdwaw.org/Portals/0/Documents/Vol2/Section2/Division2/StdSpec02223_11-23-11.pdf), except that the top 24-inches shall be compacted to 95% relative compaction.
7. Paving patch shall be in accordance with City of Encinitas Utility Trench Backfill and Resurface Standard, Appendix 2.4 of the Engineering Design Manual (PDF Page 452 of 1294) (<https://www.encinitasca.gov/home/showpublisheddocument/388/637983244199730000>).

TIME & MATERIAL DETAILS: *Costs as described in GEM proposal dated February 6, 2023.*

1. Foreman/ operator \$120.00
2. Laborer \$100.00
3. Material and equipment mark up 15%
4. Labor mark up 20%
5. Hourly rates are portal to portal.
6. Overtime rates apply after eight (8) hours and on Saturdays.
7. Double time rates apply after twelve hours and on Sundays.

Notes:

- Limited warranty. One-year warranty
- Payment. Net 45-Days.

EXCLUSIONS:

- Connection fees not included in time & material.
- Permits cost, deposits and fees not time & material.
- Surveying not included in time & material.
- Compaction test not included.
- Not responsible for damages due to poor conditions of existing asphalt, concrete and structures.
- Time & materials includes trench shoring and trench plates for excavated trenches per OSHA.
- Not responsible for existing soils conditions.
- Not responsible for existing non-working valves.
- Not responsible for wrongly marked utilities.
- Not responsible for construction water.
- Weather related expenses will apply to time & material.
- Change order will be submitted if underground obstacles or obstructions are encountered including, but not limited to water lines, joint trenches, buried concrete, loose soil, hard pan, ground water, utilities, rock, changes beyond reasonable control.

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

February 21, 2023

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: Director of Finance and Administration

SUBJECT: SAN ELIJO JOINT POWERS AUTHORITY MID-YEAR REVIEW OF THE
FISCAL YEAR 2022-23 OPERATING BUDGET

RECOMMENDATION

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

BACKGROUND

This is a mid-year review of the operating expenses for the 11 programs managed and operated by San Elijo Joint Powers Authority (SEJPA) that includes:

- Wastewater Treatment
- Laboratory Services
- Ocean Outfall
- Cardiff Pump Stations
- Solana Beach Pump Stations
- City of Solana Beach Services
- Encinitas Pump Stations
- Encinitas Stormwater
- Del Mar Pump Station
- 22nd District Agricultural Association – Stormwater Wetlands Treatment
- Recycled Water

SEJPA provides wastewater treatment and disposal, water recycling, and technical support to local stormwater and clean-water programs. In providing these services, SEJPA seeks to accomplish its mission in an environmentally, socially, and fiscally responsible manner. Each of the programs below is funded by the customer base that is served. The costs are allocated based on actual flows treated or level of effort provided. The total budget for Fiscal Year 2022-23 is \$13,679,161, which includes operating expense of \$8,911,445, capital expense of \$3,180,000, and debt service of \$1,587,716.

DISCUSSION

The following information is an estimate of operating expenses for Fiscal Year 2022-23 ending June 30, 2023. SEJPA's management developed the mid-year review based on actual costs incurred through the first six months of the fiscal year, cost trends, and anticipated future costs. Estimates

provided in this report are based on current information. Final results may differ due to emergencies, unplanned repairs, or other unforeseen events.

Operating Expenses Summary

Overall, operating expenses are estimated to end the fiscal year under budget by \$136,488 or 1.5%. Below are three summary tables showing these expenses by program, expense category, and specific line items within the Supplies and Services category. By program, seven out of eleven programs are tracking under budget, and four programs tracking between 0.6% to 8.6% over budget. By expense category, Personnel is at budget, Supplies and Services is tracking slightly above budget, and Capital Outlay is tracking below budget. Following these three summary tables are detailed discussions for each of the eleven programs.

Program	Budget FY 2022-23	Estimated Actual FY 2022-23	(Over) / Under Budget	% Budget Spent
Wastewater Treatment	\$ 3,455,532	\$ 3,360,220	\$ 95,311	97.2%
Laboratory	894,520	899,791	(5,271)	100.6%
Ocean Outfall	1,020,349	944,335	76,014	92.6%
Cardiff Sanitary Division	355,226	339,151	16,076	95.5%
Encinitas Sanitary Division	155,882	148,278	7,604	95.1%
City of Encinitas	37,314	40,520	(3,206)	108.6%
City of Solana Beach	446,437	425,296	21,141	95.3%
City of Solana Beach Services	14,884	13,733	1,151	92.3%
City of Del Mar	61,888	58,428	3,460	94.4%
22nd District Agricultural Association	120,000	120,924	(924)	100.8%
Programs before Recycled Water	\$ 6,562,032	\$ 6,350,677	\$ 211,355	96.8%
Recycled Water	2,349,413	2,424,280	(74,868)	103.2%
Total All SEJPA Programs	\$ 8,911,445	\$ 8,774,957	\$ 136,488	98.5%

Expense Category	Budget FY 2022-23	Estimated Actual FY 2022-23	(Over) / Under Budget	% Budget Spent
Personnel	\$ 4,325,608	\$ 4,305,801	\$ 19,807	99.5%
Supplies & Services	4,277,837	4,379,313	(101,476)	102.4%
Capital Outlay	99,000	89,843	9,157	90.8%
Contingency	209,000	-	209,000	0.0%
Total All SEJPA Programs	\$ 8,911,445	\$ 8,774,957	\$ 136,488	98.5%

Supplies and Services	Budget FY 2022-23	Estimated Actual FY 2022-23	(Over) / Under Budget	% Budget Over/(Under)
Utilities	\$ 984,267	\$ 1,286,597	\$ (302,330)	130.7%
Contracted services	1,382,819	1,097,273	285,546	79.4%
Supplies	781,137	693,136	88,001	88.7%
Miscellaneous	229,519	243,661	(14,142)	106.2%
Rent	137,663	144,726	(7,063)	105.1%
Repair parts expense	224,040	379,466	(155,426)	169.4%
Disposal services	272,660	268,113	4,547	98.3%
Insurance	121,428	135,729	(14,301)	111.8%
Permit/purveyor fees	144,303	130,613	13,690	90.5%
Total All SEJPA Programs	\$ 4,277,837	\$ 4,379,313	\$ (101,476)	102.4%

Operating Expenses by Program

Wastewater Treatment

This program is the cost center for operations and maintenance activities for wastewater treatment at the San Elijo Water Campus. Activities include primary and secondary wastewater treatment for the cities of Encinitas, Solana Beach, and Del Mar as well as the Rancho Santa Fe Community Services Districts, with the effluent being recycled or disposed to the ocean. Wastewater biosolids are treated and dewatered, then hauled by contractor to Arizona for beneficial reuse through land application.

Wastewater Treatment is expected to be under budget by \$95,311 or 2.8%. Personnel and Supplies & Services are tracking at budget. Capital Outlay is estimated to be under budget due to actual cost lower than anticipated.

<i>Expense Category</i>	Budget FY 2022-23	Estimated Actual FY 2022-23	(Over) / Under Budget	% Budget Spent
Personnel	\$ 1,567,311	\$ 1,554,095	\$ 13,216	99.2%
Supplies & Services	1,777,221	1,773,229	3,992	99.8%
Capital Outlay	35,000	32,896	2,104	94.0%
Contingency	76,000	-	76,000	0.0%
Total JPA Wastewater Treatment	\$ 3,455,532	\$ 3,360,220	\$ 95,311	97.2%

Laboratory Services

The laboratory located at the San Elijo Water Campus provides analytical laboratory services for SEJPA's wastewater and recycled water programs, as well as to other entities through contract agreements. For the Fiscal Year 2022-23, contract agreements include the Fairbanks Ranch Community Services District, the Rancho Santa Fe Community Services District, the Santa Fe Valley Community Services District, the Whispering Palms Community Services District, and the San Elijo Lagoon Conservancy.

Overall, Laboratory Services are expected to be slightly over budget by \$5,271 or 0.6%. Personnel is slightly over budget due to current vacancies that led to a higher overtime costs and anticipation of higher salary cost during the current competitive employee market. Supplies & Services are estimated to be slightly over budget, which will be offset by contingency budget. Capital Outlay is estimated to be under budget as equipment needs have changed.

<i>Expense Category</i>	Budget FY 2022-23	Estimated Actual FY 2022-23	(Over) / Under Budget	% Budget Spent
Personnel	\$ 674,911	\$ 691,357	\$ (16,446)	102.4%
Supplies & Services	200,610	201,386	(776)	100.4%
Capital Outlay	14,000	7,049	6,951	50.4%
Contingency	5,000	-	5,000	0.0%
Total JPA Laboratory	\$ 894,520	\$ 899,791	\$ (5,271)	100.6%

Ocean Outfall

This program provides a cost center for all operation and maintenance services related to the Ocean Outfall system. These activities include effluent pump station operation and maintenance, ocean monitoring, sampling and testing, outfall inspection, maintenance, and repairs. As the outfall capacity is shared through an agreement with the City of Escondido, all operations and maintenance costs are shared on the basis of actual usage (measured by discharged flows).

Ocean Outfall is expected to be under budget by \$76,014 or 7.4% due to a shift in Plume Tracking work being performed during FY 2021-22.

<i>Expense Category</i>	Budget FY 2022-23	Estimated Actual FY 2022-23	(Over) / Under Budget	% Budget Spent
Personnel	\$ 522,517	\$ 517,844	\$ 4,673	99.1%
Supplies & Services	472,831	426,491	46,340	90.2%
Capital Outlay	-	-	-	-
Contingency	25,000	-	25,000	0.0%
Total JPA Ocean Outfall	\$ 1,020,349	\$ 944,335	\$ 76,014	92.6%

Cardiff Sanitary Division

Pump station maintenance and operation services are provided to the City of Encinitas, Cardiff Sanitary Division (CSD). These facilities include the Cardiff, Coast Highway, and Olivenhain pump stations. The actual costs incurred are borne solely by the CSD.

Expenses are projected to be under budget by \$16,076 or 4.5%. Supplies & Services is estimated to be over budget due to an unanticipated pump repair at the Olivenhain Pump Station, which will be offset by the contingency budget.

<i>Expense Category</i>	Budget FY 2022-23	Estimated Actual FY 2022-23	(Over) / Under Budget	% Budget Spent
Personnel	\$ 175,539	\$ 172,680	\$ 2,860	98.4%
Supplies & Services	160,187	166,471	(6,284)	103.9%
Capital Outlay	-	-	-	-
Contingency	19,500	-	19,500	0.0%
Total Cardiff Sanitary Division	\$ 355,226	\$ 339,151	\$ 16,076	95.5%

Encinitas Sanitary Division

SEJPA provides pump station maintenance and operation services to the City of Encinitas, Encinitas Sanitary Division (ESD) for the Moonlight Beach pump station. The actual costs incurred are borne solely by the ESD.

Overall, this program is forecast to be under budget by \$7,604 or 4.9%. Supplies & Services budget is slightly over budget due to unanticipated maintenance costs, which will be offset by contingency budget.

<i>Expense Category</i>	Budget FY 2022-23	Estimated Actual FY 2022-23	(Over) / Under Budget	% Budget Spent
Personnel	\$ 82,193	\$ 82,007	\$ 186	99.8%
Supplies & Services	63,690	66,271	(2,582)	104.1%
Capital Outlay	-	-	-	-
Contingency	10,000	-	10,000	0.0%
Total Encinitas Sanitary Division	\$ 155,882	\$ 148,278	\$ 7,604	95.1%

City of Encinitas

Under this program, SEJPA provides stormwater related operation and maintenance services to the City of Encinitas. These services include the Urban Runoff Treatment Facility, the Phoebe Stormwater Pump Station, and the Storm Drain Sediment Drying and Disposal program. The actual costs incurred are borne solely by the City of Encinitas.

This program is expected to end the year over budget by \$3,206 or 8.6%. This is primarily due to sediment disposal quantities being greater than anticipated.

Expense Category	Budget FY 2022-23	Estimated Actual FY 2022-23	(Over) / Under Budget	% Budget Spent
Personnel	\$ 27,105	\$ 22,691	\$ 4,414	83.7%
Supplies & Services	8,709	17,829	(9,120)	204.7%
Capital Outlay	-	-	-	-
Contingency	1,500	-	1,500	0.0%
Total City of Encinitas	\$ 37,314	\$ 40,520	\$ (3,206)	108.6%

City of Solana Beach

This program provides pump station maintenance and operation services to the City of Solana Beach. These facilities include the Eden Gardens, Solana Beach, San Elijo Hills, and Fletcher Cove pump stations, as well as the Storm Drain Sediment Drying and Disposal Program.

This program is forecast to complete the year under budget by \$21,141 or 4.7%.

Expense Category	Budget FY 2022-23	Estimated Actual FY 2022-23	(Over) / Under Budget	% Budget Spent
Personnel	\$ 235,439	\$ 234,690	\$ 749	99.7%
Supplies & Services	190,998	190,606	392	99.8%
Capital Outlay	-	-	-	-
Contingency	20,000	-	20,000	0.0%
Total City of Solana Beach	\$ 446,437	\$ 425,296	\$ 21,141	95.3%

City of Solana Beach Services

This program provides for emergency power generator maintenance services located at the City of Solana Beach City Hall and the Lomas Santa Fe Fire Station. Costs incurred are reimbursed solely by the City of Solana Beach.

The current outlook for this program is expected to be under budget by \$1,151 or 7.6%.

Expense Category	Budget FY 2022-23	Estimated Actual FY 2022-23	(Over) / Under Budget	% Budget Spent
Personnel	\$ 7,582	\$ 7,457	\$ 125	98.3%
Supplies & Services	7,302	6,276	1,025	86.0%
Capital Outlay	-	-	-	-
Contingency	-	-	-	-
Total City of Solana Beach Services	\$ 14,884	\$ 13,733	\$ 1,151	92.3%

City of Del Mar

The City of Del Mar (Del Mar) has contracted with SEJPA to provide pump station operation and maintenance and other sanitary sewer services including daily operations and maintenance support, programmable logic controller (PLC) programming, instrumentation installation, and wet well cleaning and disposal services.

Overall, this program is expected to be under budget by \$3,460 or 5.6%.

<i>Expense Category</i>	Budget FY 2022-23	Estimated Actual FY 2022-23	(Over) / Under Budget	% Budget Spent
Personnel	\$ 45,122	\$ 44,182	\$ 939	97.9%
Supplies & Services	14,766	14,246	521	96.5%
Capital Outlay	-	-	-	-
Contingency	2,000	-	2,000	0.0%
Total City of Del Mar	\$ 61,888	\$ 58,428	\$ 3,460	94.4%

22nd District Agricultural Association (Del Mar Fairgrounds)

This is a new program developed to provide Stormwater Wetlands Treatment services for the Del Mar Fairgrounds. SEJPA conduct weekly treatment system and pump station review, after-hours alarm monitoring and emergency response, equipment preventative maintenance, PLC programming, instrumentation calibration, and rotating drum filter maintenance.

Overall, this program is expected to be over budget by 924 or 0.8%. Supplies & Services is over budget due to repair supplies not anticipated during budget development.

<i>Expense Category</i>	Budget FY 2022-23	Estimated Actual FY 2022-23	(Over) / Under Budget	% Budget Spent
Personnel	\$ 113,687	\$ 113,068	\$ 618	99.5%
Supplies & Services	6,313	7,856	(1,543)	124.4%
Capital Outlay	-	-	-	-
Contingency	-	-	-	-
Total 22nd District Agriculture Association	\$ 120,000	\$ 120,924	\$ (924)	100.8%

Recycled Water Program

SEJPA recycled water program produces high quality water for irrigation and industrial uses. It is a locally produced, drought resistant water supply, that helps support a diversified regional water portfolio.

SEJPA wholesales recycled water to San Dieguito Water District, Santa Fe Irrigation District, Olivenhain Municipal Water District, and the City of Del Mar, as well as direct sales to the Encinitas Ranch Golf Authority. End customers that use the recycled water include the Encinitas Ranch Golf Course, Lomas Santa Fe Executive and Country Club Golf Courses, Encinitas Community Park, Ecke YMCA, Del Mar Fairgrounds, various Home Owners Associations landscaping, local schools, parks, businesses, and street/freeway landscape.

The anticipated program revenue for FY 2022-23 is \$4,511,854. Operating expenses, including debt service and capital, is estimated at \$3,121,183. Subtracting the estimated expense from revenue results in a \$1,390,671 net positive gain.

Recycled Water Program Revenues:

Recycled Water revenues are expected to exceed budget by 275,058 or 6.5%. In general, warm weather and the addition of new customers were the catalyst for increased water sales.

Recycled Water Customer	Budget FY 2022-23	Estimated Actual FY 2022-23	(Over) / Under Budget	% of Budget
Santa Fe Irrigation District	\$ 1,044,300	\$ 1,151,792	\$ (107,492)	110.3%
San Dieguito Water District	708,000	\$ 910,276	(202,276)	128.6%
City of Del Mar	159,300	\$ 168,150	(8,850)	105.6%
Encinitas Ranch Golf Association	314,906	\$ 314,906	-	100.0%
Olivenhain Municipal Water District	490,290	\$ 446,730	43,560	91.1%
Total Customer Revenue	\$ 2,716,796	\$ 2,991,854	\$ (275,058)	110.1%
MWD and CWA Incentives	720,000	720,000	-	100.0%
State Grants	800,000	800,000	-	100.0%
Total Recycled Water Revenue	\$ 4,236,796	\$ 4,511,854	\$ (275,058)	106.5%

The MWD and CWA (Metropolitan Water District and San Diego County Water Authority respectively) revenues are incentive funding for recycled water. The Integrated Regional Water Management (IRWM) revenue is grant funding for recycle water projects through Proposition 84.

Recycled Water Program Expenses:

Overall, Recycled Water operating and maintenance expenses plus debt service and capital costs are expected to finish the year above budget. This is predominately due to the emergency repair to the recycled water pipeline in Manchester Avenue and the increase in utility cost due to rate increases and additional water sales.

Expense Category	Budget FY 2022-23	Estimated Actual FY 2022-23	(Over) / Under Budget	% Budget Spent
Personnel	\$ 874,202	\$ 865,731	\$ 8,472	99.0%
Supplies & Services	1,375,211	1,508,652	(133,441)	109.7%
Capital Outlay	50,000	49,898	102	99.8%
Contingency	50,000	-	50,000	0.0%
Total Operating Expense	\$ 2,349,413	\$ 2,424,280	\$ (74,868)	103.2%
Debt Service	196,903	196,903	-	100.0%
Capital Expense	500,000	500,000	-	100.0%
Total Expense	\$ 3,046,316	\$ 3,121,183	\$ (74,868)	102.5%

CONCLUSION

Total operating expenses for FY 2022-23 are expected to be under budget by \$136,488 or 1.5%. Seven of the eleven operating programs are tracking under budget, with four programs tracking between 0.6% and 8.6% over budget. The recycled water program is projected to produce revenues of \$4,511,854. This would be \$275,058 greater than budget and \$1,390,671 net revenue over expenses.

RECOMMENDATION

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

Respectfully submitted,

A handwritten signature in blue ink, consisting of several loops and a trailing flourish.

Amy Chang
Director of Finance and Administration

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

February 21, 2023

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: CAPITAL 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 in 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 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. **Table 15-1** summarizes the status of Phases 1, 2 and 3 capital projects. Funding for these projects was provided by the 2017 Clean Water Bond Issuance, recycled water sales, capital cash contributions from agencies served by the SEJPA, Caltrans, and grants.

Table 15-1: Phase 1, 2, and 3 Project Cost and Status

Project Name	Value	Status
Phase 1		
Land Outfall Replacement	\$10.3M	Complete (2017)
Headworks Improvements	\$4.4M	Complete (2018)
Phase 2		
Water Campus Improvements	\$21.0M	Complete (2021)
Encinitas Ranch RW Expansion	\$1.8M	Complete (2019)
SCADA and Electrical Upgrades at SEWC	\$1.0M	Complete (2020)
Phase 3		
Biosolids Dewatering Facility Improvement (and MS2 Replacement)	\$11.2M	Est. Completion 2025 <i>In Construction – see below</i>
Total Cost, Phases 1, 2 and 3	\$49.7M	

DISCUSSION

Over the period of 2023 to 2025, SEJPA anticipates constructing four projects totaling an estimated \$17.2M (Phase 4) in addition to the recently awarded Biosolids Dewatering Facility Improvement Project (Phase 3). These projects advance the agency’s sustainability and climate action goals. Staff is pursuing grant funding and multi-agency collaboration to help fund and advance these prioritized projects within the Capital Program. The estimated costs and timeline for the ongoing Phase 3 and upcoming Phase 4 projects are summarized in **Table 15-2** and **Figure 15-1**, respectively. Details of these prioritized capital projects are provided in the attached Capital Project Information Sheets.

Table 15-2: Phase 3 and Phase 4 Capital Project, Estimated Costs

Phase 3 Projects (ongoing)	
Biosolids Dewatering Facilities Improvement (& MS-2 Replacement)	\$11.2 M
Total Phase 3	\$11.2 M
Phase 4 Projects (upcoming)	
Stormwater Capture & Reuse	\$1.8 M
Wanket Tank Refurbishment, Pipeline, and RW Valve Replacement	\$3.4 M
Moonlight Beach Sewer Pump Station Modifications	\$2.0 M
Biological Treatment Improvements (NDN & CCT)	\$10.0 M
Total Phase 4	\$17.2 M
Total Capital Program through 2025	\$28.4 M

Figure 15-1: Phase 3 and Phase 4 Capital Project Timeline

PROJECT	...2022	2023				2024				2025				
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
Phase 3														
Biosolids Dewatering Facilities Improvement (& MS-2 Replacement)	DES	BID	CONST (23 MONS)											
Phase 4														
Stormwater Capture & Reuse			DES	BID	CONST (~10 MONS)									
Wanket Tank Refurbishment, Pipeline, and RW Valve Replacements	DES	BID	CONST (~13 MONS)											
Moonlight Beach Sewer Pump Station Modifications	DES	BID	CONST (~13 MONS)											
Biological Treatment Improvements (NDN & CCT Optimization)			DES	BID	CONST (~15 MONS)									

DES = Design; BID = Public Bidding and Award; CONST = Construction

In addition to the above referenced projects, SEJPA is continually assessing the condition and operational reliability of its facilities. Other prospective capital projects that are in development are summarized in **Table 15-3**. These projects will be implemented as scope and budget are defined, and as staff and financial resources are made available.

Table 15-3: Prospective Near-Term Capital Projects

Prospective Project	Purpose
Biogas conditioning system	Allow biogas produced from the treatment process to be used as boiler heating fuel in lieu of natural gas.
RW Pump Station expansion (at SEWC)	Provide one redundant pump/motor for system reliability.
RW distribution surge suppression system	Suppress transient water pressure waves within distribution system for safety.
Rehabilitation and upgrades to existing solids process (sludge thickening and digesters)	Extend operational life and reliability of critical plant assets.
Sewer pump station improvements	Extend operational life and reliability of critical collection system assets.
Laboratory Refurbishment and Mechanic Shop Improvements	Provide ergonomic work spaces equipped with contemporary tools and facilities.

SEJPA strives to maintain a comprehensive capital planning framework to guide investments in its infrastructure. SEJPA is preparing to update its facility planning documents to align SEJPA's vision, service priorities, and infrastructure needs to create a roadmap for the next 10+ years. The updated facility planning will build off the 2015 Facility Plan and leverage more recent studies focused on process optimization and facility upgrades to improve the ability to manage variable flows and loads, reduce process challenges, and position SEJPA for potable reuse. The facility planning approach will maintain the momentum of ongoing capital projects and allow for continued development of near-term projects while reaffirming strategies for future initiatives. Regulatory changes, drought conditions, asset management, and SEJPA's vision for expanding reuse are anticipated to drive project prioritization. Staff plans to retain an engineering firm in 2023 to prepare an updated Facility Plan that will outline the capital program priorities over the period of 2025 to 2035.

FINANCIAL IMPACT

There is no financial impact associated with this staff report. The Phase 3 Project is fully funded. Capital projects implemented as Phase 4 and prospective projects in development will be funded through a combination of Wastewater and Recycled Water Program Funds, federal and state grants, and is anticipated to require financing. Staff will return to the Board with funding strategies for implementation of upcoming Phase(s) of the Capital Program. For specific project funding status, refer to Funding Discussion in attached Project Information Sheets.

RECOMMENDATION

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

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachments: Project Information Sheets – 5 pages

Biosolids Dewatering Facilities Improvement (& MS-2 Replacement)



Capital Program:	Phase 3
Project Status:	Construction
Est. Constr. Start:	Q2.2023
Est. Completion:	Q2.2025
Est. Cost:	\$11.2 million

Project Objective

Improve SEWC reliability and efficiency through replacement and upgrading critical facility assets that are nearing end of useful life, obsolescence, and exhibiting advanced corrosion.

Project Description

- Replace 30-year old belt filter presses, conveyors, and ancillary systems with new centrifuges
- Rehabilitate and modify dewatering building
- Rehabilitate sludge cake hopper
- Improvements to electrical systems, odor control, and ancillary systems
- Replace MS-2 and MCC-H (which feeds dewatering equipment)

Funding

Wastewater Capital Program (fully funded)

Stormwater Capture & Reuse



Capital Program:	Phase 4
Project Status:	Pre-Design/RFP
Est. Constr. Start:	Q4.2023
Est. Completion:	Q4.2024
Est. Cost:	\$1.8 million

Project Objective

Improve local water quality through stormwater capture, treatment, and reuse. Improve site drainage to manage runoff and erosion. Comply with industrial stormwater permit requirements.

Project Description

- Systems to capture and divert flows from regional storm channel for reuse
- Low-impact development (LID) to improve drainage and manage runoff and erosion throughout SEWC in compliance with industrial stormwater permit

Funding

Funding through IRWM, Prop. 1, Round 7 (Grant = \$1.2M) and Wastewater (\$0.3M) and Recycled Water (\$0.3M) Program Funds in FY 2023-24.

Wanket Tank Refurbishment, Pipeline, and RW Valve Replacements



Capital Program:	Phase 4
Project Status:	Design (50%)
Est. Constr. Start:	Q3.2023
Est. Completion:	Q2.2024
Est. Cost:	\$3.4 million

Project Objective

Expand recycled water storage, increase operational reliability, and improve flexibility for managing recycled water demands through interconnections with neighboring agencies.

Project Description

- Rehabilitate and Retrofit 3 MG concrete tank
- Install 1,000 LF, 16" PVC Pipeline to connect tank to RW System
- Asset management of existing distribution system (replace 35 valves that are at end of useful life)
- Upgrade site power and remote monitoring and controls

Funding

Funding through IRWM, Prop. 1, (Grant = \$1M), Bureau of Reclamation Grant (Grant \$0.6M, estimated), and Recycled Water Program Funds (\$1.8M).

Moonlight Beach Sewer Pump Station Modifications



Capital Program:	Phase 4
Project Status:	Design (95%)
Est. Constr. Start:	Q2.2023
Est. Completion:	Q2.2024
Est. Cost:	\$2.0 million

Project Objective

Replaces aging mechanical components to improve operational reliability and reduce maintenance intensity.

Project Description

- Replace three extended-shaft pumps with dry-pit, solids-handling submersible pumps and motors
- Add new jockey pump for low-flows
- Mechanical, Structural, and Electrical Upgrades
- Miscellaneous site improvements

Funding

City of Encinitas, Encinitas Sanitation Division Funds via SEJPA Budget with current funding at \$1.5M and planned contribution of \$0.5M in FY 2023-24.

Biological Treatment Improvements (NDN & CCT)



Capital Program:	Phase 4
Project Status:	Pre-Design/RFP
Est. Constr. Start:	Q2.2024
Est. Completion:	Q3.2025
Est. Cost:	\$10 million

Project Objective

Implement more robust biological process that will improve effluent quality for both ocean discharge and recycling. Allows for optimization of disinfection process, preemptively prepares for anticipated nutrient limits on ocean outfall, relieve stress on tertiary filtration systems, positions SEWC for potable reuse.

Project Description

- Retrofit and upgrades to aeration basins and secondary clarifiers
- New high-speed, energy-efficient blowers, diffusers, and mixers
- Re-rating of chlorine contact tank (CCT) to utilize free chlorine
- Retrofit of CCT to forebay of RW pump station
- Associated electrical and control system upgrades

Funding

Funding strategy for this project is in development and is anticipated to require financing coupled with grants and Wastewater and Recycled Water Capital Funds.