

**AGENDA**  
**SAN ELIJO JOINT POWERS AUTHORITY**  
**MONDAY JUNE 8, 2009 AT 9:00 A.M.**  
**SAN ELIJO WATER RECLAMATION FACILITY – CONFERENCE ROOM**  
**2695 MANCHESTER AVENUE**  
**CARDIFF BY THE SEA, CALIFORNIA**

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1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. ORAL COMMUNICATIONS (NON-ACTION ITEM)
5. PRESENTATION OF AWARDS
6. \* **CONSENT CALENDAR**
7. \* APPROVAL OF MINUTES FOR THE MAY 11, 2009 MEETINGS
8. \* APPROVAL FOR PAYMENT OF WARRANTS AND MONTHLY INVESTMENT REPORTS
9. \* SAN ELIJO WATER RECLAMATION FACILITY TREATED EFFLUENT FLOWS – MONTHLY REPORT
10. \* SAN ELIJO JOINT POWERS AUTHORITY RECYCLED WATER PROGRAM – MONTHLY REPORT
11. \* AWARD OF ANNUAL SUPPLIES AND SERVICES CONTRACTS FOR THE SAN ELIJO JOINT POWERS AUTHORITY

It is recommended that the Board of Directors:

1. Approve the recommendations of the Director of Finance/Administration regarding award of supplies and services contracts for the provision of Sodium Hypochlorite and for Biosolids Hauling and Reuse services;
2. Authorize the Chair to execute the contracts with the lowest responsive bidders; and
3. Discuss and take other action as appropriate.

Staff Reference: Director of Finance/Administration, Gregory Lewis

12. \* ITEMS REMOVED FROM CONSENT CALENDAR

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

## REGULAR AGENDA

13. ADOPTION OF THE SAN ELIJO JOINT POWERS AUTHORITY FISCAL YEAR 2009-10 BUDGET, INVESTMENT POLICY, AND APPOINTMENT OF SEJPA TREASURER

It is recommended that the Board of Directors:

1. Adopt Resolution No. 2009-05, entitled Resolution Approving the San Elijo Joint Powers Authority Operating and Capital Improvement Budgets for Fiscal Year 2009-10 with the recommended changes identified in this report;
2. Adopt Resolution No. 2009-06, Approving the San Elijo Joint Powers Authority Investment Policy and Guidelines and Appointment of SEJPA Treasurer; and
3. Discuss and take action as appropriate.

Staff Reference: Director of Finance/Administration, Gregory Lewis

14. SAN ELIJO JOINT POWERS AUTHORITY MISSION & VISION STATEMENTS

1. Provide staff direction on developing the agency's mission and vision statements; and
2. Discuss and take action as appropriate.

Staff Reference: General Manager, Michael Thornton

15. STATUS REPORT OF SEJPA EFFORTS ON WASTEWATER PUMP STATION CAPITAL IMPROVEMENT PROJECTS

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

Staff Reference: General Manager, Michael Thornton

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

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".

20. ADJOURNMENT

The next regular scheduled San Elijo Joint Powers Authority Board Meeting will be July 13, 2009 at 9:00 a.m. The next General Manager Performance Review Subcommittee meeting will be June 8, 2009 at 2:00 p.m.

NOTICE:

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

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

**AGENDA**  
**SAN ELIJO JOINT POWERS AUTHORITY**  
**MONDAY, JUNE 8, 2009 AT 2:00 P.M.**  
**SAN ELIJO WATER RECLAMATION FACILITY – CONFERENCE ROOM**  
**2695 MANCHESTER AVENUE**  
**CARDIFF BY THE SEA, CALIFORNIA**

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1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE

**AGENDA**

4. CLOSED SESSION

The Board will meet pursuant to Government Code Section 54957 with respect to Public Employee Performance Evaluation. Title: General Manager

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".

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AFFIDAVIT OF POSTING

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

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

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

Date: June 3, 2009

A handwritten signature in black ink, appearing to read 'M. Thornton', 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 MAY 11, 2009  
AT THE  
SAN ELIJO WATER RECLAMATION FACILITY

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Dave Roberts, Chair

Maggie Houlihan, Vice Chair

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A Meeting of the Board of Directors of the San Elijo Joint Powers Authority (SEJPA) was held Monday, May 11, 2009, at 9:00 a.m., at the San Elijo Water Reclamation Facility at 2695 Manchester Avenue, Cardiff by the Sea, California.

1. CALL TO ORDER

Chair Roberts called the meeting to order at 9:00 a.m.

2. ROLL CALL

*Directors Present:*

Teresa Barth  
Thomas Campbell  
Maggie Houlihan  
Dave Roberts

*Others Present:*

General Manager  
Finance Manager  
Administrative Assistant  
Accounting Tech  
HR Safety Administrator

Michael Thornton  
Greg Lewis  
Monica Blake  
Carrie Cook  
Teresa Buckles

*SEJPA Counsel:*

Procopio, Cory, Hargreaves & Savitch

Greg Moser

City of Encinitas, City Manager  
City of Encinitas, Director of Public Works  
City of Encinitas,  
Public Works Management Analyst  
City of Solana Beach, City Manager  
City of Solana Beach,  
Director of Engineering/Public Works

Phil Cotton  
Larry Watt  
  
Bill Wilson  
David Ott

Mohammad "Mo" Sammak

3. PLEDGE OF ALLEGIANCE

Greg Lewis led the Pledge of Allegiance.

4. ORAL COMMUNICATIONS

None

5. PRESENTATION OF AWARDS

General Manager Michael Thornton informed the Board of Directors that the agency has been recognized by the California Water Environment Association (CWEA) for its outstanding operational and safety performance. The SEJPA was awarded second place in a state-wide competition for the 2008 Plant of the Year for treatment facilities of similar size and received second place state-wide for 2008 Plant Safety.

6. CONSENT CALENDAR

Moved by Board Member Barth and seconded by Board Member Campbell to approve the Consent Calendar with unanimous vote of approval.

Consent calendar:

- |                    |                                                                                                                                                       |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| Agenda Item No. 7  | Approval of Minutes for the March 9, 2009 meeting.                                                                                                    |
| Agenda Item No. 8  | Approval for Payment of Warrants and Monthly Investment Report                                                                                        |
| Agenda Item No. 9  | San Elijo Water Reclamation Facility Treated Effluent Flows – Monthly Report                                                                          |
| Agenda Item No. 10 | San Elijo Joint Powers Authority Recycled Water Program – Monthly Report                                                                              |
| Agenda Item No. 11 | Notice of Completion for the Construction of the Performance Optimization of the Activated Sludge System Project with Orion Construction Corporation. |

12. ITEMS REMOVED FROM CONSENT CALENDAR

None

*Vice Chair Maggie Houlihan and Solana Beach City Manager David Ott arrived at 9:15.*

13. PRESENTATION OF THE SAN ELIJO JOINT POWERS AUTHORITY FISCAL YEAR 2009-10 RECOMMENDED BUDGET

SEJPA Finance Manager, Greg Lewis, presented the Fiscal Year (FY) 2009-10 Recommended Budget and answered questions from the Board of Directors. Discussion was focused on the need for maintaining strong fiscal control while

continuing the agency's successes in operational performance, asset management, and in programs that strive for community sustainability such as recycled water and energy efficiency.

The Board of Directors thanked staff for their efforts for developing a well drafted budget. The Board of Directors noted that the current economic times add new challenges to public agencies and requested staff to review the recommended budget to determine if further cost savings measures could be found. Staff acknowledged the request and stated that this review will be performed promptly with findings and recommendations being distributed to the SEJPA Board Members and Member Agency's staff prior to the next Board meeting. Staff will present the FY2009-10 recommended budget, along with any recommended cost saving changes, at the June 8, 2009 regularly scheduled Board meeting with the recommended action of adoption.

#### 14. RECYCLED WATER IMPROVEMENT AND EXPANSION - PROJECT UPDATE

General Manager Michael Thornton provided a brief review of ongoing activities associated with developing a recycled water improvement and expansion project. He reported that staff is in the process of selecting an engineering firm to prepare the project's preliminary design report (PDR). The PDR will serve as the basis of the project design and is a needed element for obtaining state financing. He also stated that Dudek is currently preparing the California Environmental Quality Act (CEQA) report for the project. The CEQA report will identify environmental impacts of the project, if any, and is also a needed element for obtaining state financing.

The General Manager reported that staff, working with Trussell Technology, has completed the tracer study on the water reclamation facility's chlorine contact tank. The tracer study successfully demonstrated that the chlorine contact tank meets the California Department of Public Health's (CDPH) requirements for re-rating the contact tank from 2.48 million gallons per day (MGD) to 3.0 MGD. This provides SEJPA cost savings by avoiding the need to improve or expand its disinfection system.

Another area of success that the General Manager reported on was that staff has obtained used reverse osmosis membranes, at no cost, from the Water Replenishment Districts of Southern California. The membranes had reached their useful life for removing nitrogen and total organic carbon from the water, making the units of little value to the Water Replenishment Districts. The SEJPA requested that the Water Replenishment District transfer ownership of the membranes as they still have useful life for removing TDS. If the SEJPA proceeds with plans to build advanced water treatment for the recycled water program, these membranes will be incorporated into the project at that time.

The General Manager also reported that staff is working with Winzler & Kelly to conduct a third party review of the recycled water program's finances. The review will include an assessment of the program's current financial state and to develop financial revenue models to assist in determining the program's ability to sustain additional capital improvement debt. It is planned that the findings of the financial review will be presented to the SEJPA Board of Directors at the July 13, 2009 meeting.



15. MANAGEMENT STAFFING RECLASSIFICATION

The General Manager stated the Assistant General Manager (AGM) position became vacant in March 2009 and, after careful consideration, recommended the position be eliminated and replaced with a new position titled Director of Operations. In conjunction, the General Manager recommends that the Finance Manager position be changed to Director of Finance/Administration. The General Manager stated that the benefits of these changes include reducing labor costs, improving reporting channels, increasing clarity of roles and responsibilities, and a better balance of critical functions within the management team.

Vice Chair Houlihan requested that in the Position Description, the supervisory dimensions explanation be expanded upon and provided other recommended changes in the essential duties description. Additionally, the Board clarified that the Director of Finance/Administration position description should be updated to reflect proposed responsibility changes to this position.

Moved by Board Member Barth and seconded by Vice Chair Houlihan to:

1. Eliminate the Assistant General Manager position;
2. Create the Director of Operations position; and
3. Change the title of the Finance Manager to the Director of Finance/Administration.

Motion carried with unanimous vote of approval.

16. CALPERS RESOLUTION TO APPROVE AN AGREEMENT TO PREFUND OTHER POST EMPLOYMENT BENEFITS THROUGH CALPERS

Finance Manager Greg Lewis provided background information on Governmental Accounting Standards Board (GASB) 45, which requires accounting and financial reporting by employers for postemployment benefits other than pensions and on the SEJPA option to prefund these estimated future costs through a CALPERS managed trust. The Finance Manager provided information on the estimated CALPERS management costs for the proposed trust and explained that payments into the trust will be at the discretion of the SEJPA. A discussion was held regarding the creation of a trust and for funding these benefits through CalPERS.

Moved by Vice Chair Houlihan and seconded by Board Member Barth to:

1. Adopt Resolution 2009-05 to Approve an Agreement to Prefund Other Post Employment Benefits (OPEB) Through CalPERS Between the Board of Administration, California Public Employees' Retirement System and the Board of Directors, San Elijo Joint Powers Authority;

Motion was denied with the following vote:

AYES:	Houlihan, Barth
NOES:	Roberts, Campbell
ABSENT:	None

ABSTAIN: None

Chair Roberts reported due to difficult economic times, it is recommended that this item be brought back at a later date.

*Board Member Campbell left the meeting at 10:37.*

17. DEVELOPMENT OF SEJPA WILDFIRE RISK REDUCTION PLAN

General Manager Michael Thornton stated that SEJPA is assessing whether a wildfire risk reduction plan could be developed in-house, or if retaining the services of an outside firm is required. The SEJPA obtained one cost quote of \$14,000 to prepare a wildfire risk reduction plan.

It was suggested SEJPA obtain an environmental analysis and possibly work with the Encinitas Fire Department as means to reducing the cost of this effort.

18. GENERAL MANAGER'S REPORT

The General Manager reported that he has been working with staff to create a mission statement for SEJPA. He expects to present the recommended mission statement to the Board of Directors at the June 8, 2009 Board meeting.

The General Manager provided the Board of Directors a letter from the Santa Fe Irrigation District (SFID) to the SEJPA that requests capacity, water quality, and cost data for supplying additional recycled water to SFID. SFID estimates that there is approximately 100 to 140 acre-feet per year (AFY) of new recycled water use near existing SEJPA distribution pipelines and 300 to 800 AFY of new recycled water use in SFID's eastern service area, which would require its own conveyance system.

The General Manager provided a brief review of the proposed California Senate Bill No. 565, which would require at least 50% of wastewater that is discharged into the ocean be recycled and put to beneficial use by the year 2030.

14. GENERAL COUNSEL'S REPORT

General Counsel Greg Moser stated that the Supreme Court has extended time to July in regard to the Vargas Case.

19. BOARD MEMBER COMMENTS

None

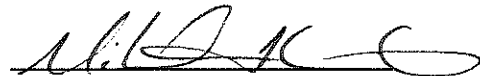
20. CLOSED SESSION

None

21. ADJOURNMENT

The Board of Directors adjourned at 10:46 a.m. The next Board of Directors meeting will be held on Monday, June 8, 2009.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'M. Thornton', with a large, stylized flourish at the end.

Michael T. Thornton, P.E.  
General Manager

SAN ELIJO JOINT POWERS AUTHORITY  
MINUTES OF THE  
GENERAL MANAGER PERFORMANCE REVIEW  
SUBCOMMITTEE MEETING  
HELD ON MAY 11, 2009  
AT THE  
SAN ELIJO WATER RECLAMATION FACILITY

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Dave Roberts, Chair

Teresa Barth, Board Member

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A General Manager Performance Review Meeting of the San Elijo Joint Powers Authority (SEJPA) was held Monday, May 11, 2009, at 2:00 p.m., at the San Elijo Water Reclamation Facility at 2695 Manchester Avenue, Cardiff by the Sea, California.

1. CALL TO ORDER

Chair Roberts called the meeting to order at 2:00 p.m.

2. ROLL CALL

*Directors Present:*

Teresa Barth  
Dave Roberts

*Others Present:*

General Manager

Michael Thornton

3. CLOSED SESSION

Government Code Section 54957 with respect to Public Employee Performance Evaluation. Title: General Manager.

4. ADJOURNMENT

The Subcommittee members adjourned at 3:10 p.m. with no reportable action. The next scheduled GM Performance Review Subcommittee meeting will be held on Monday, June 8, 2009.

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

PAYMENT OF WARRANTS  
09-06  
29-May-09

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
<b><u>09-06 WARRANTS</u></b>		
A-1 Broadway Foto Studio	Digital identification card	\$10.00
AG Tech, LLC	Biosolids hauling - March	\$12,232.94
AG Tech, LLC	Biosolids hauling - April	\$14,474.92
A T & T	Alarm service - April	\$380.84
A T & T	Alarm service - May	\$380.84
Airgas West	Compress gas and equipment for welding - plant	\$160.26
Airgas West	Equipment rental - lab	\$201.66
Alliant Insurance Service	Life and disability insurance - May	\$2,025.84
Alliant Insurance Service	Life and disability insurance - June	\$2,027.83
American Backflow Prevention Assoc.	Membership renewal - M. Piper	\$75.00
American Backflow Prevention Assoc.	Backflow prevention assembly repair class	\$35.00
Aquatic Bioassay	Kelp germination testing - lab	\$870.00
Aramark	Uniform service - April	\$188.25
Aramark	Uniform service - May	\$258.20
Arrowhead	Kitchen and lab supplies	\$258.52
Ashbrook Simon-Hartley	Repairs parts for belt press - plant	\$1,060.15
Ashbrook Simon-Hartley	Seal kit for belt press - plant	\$526.75
Ashbrook Simon-Hartley	Seal for washbox gravity section sludge restrainer	\$526.85
Atlas Pumping Service	Grease and scum pumping - April	\$1,109.76
Atlas Pumping Service	Grease and scum pumping - May	\$554.88
Atlas Pumping Service	Grit and screening - plant - April	\$1,484.70
B & D Construction Co., Inc.	Loader and dump truck for cleaning and clearing basin	\$2,280.00
Bay City Electric Works	Troubleshoot generator's auto start system - plant	\$572.00
Bay City Electric Works	Replace control module for generator #2 - plant	\$1,568.00
Bay City Electric Works	Perform preventative maintenance - all pump stations	\$2,620.64
Blake, Monica	Expense report - mileage, meeting, and office supplies	\$134.01
Brenntag Pacific, Inc.	Sodium hydroxide - odor control - scrubber #1	\$1,151.07
Buckles, Marisa	Expense report - meetings	\$198.68
CWEA - Membership	Membership renewal - K. Regnier	\$132.00
California Water Technologies	Ferric chloride - plant	\$5,221.96
Coast Waste Management, Inc.	Grit and screening - stormdrain cleaning	\$619.71
Complete Office	Office supplies - April	\$192.90
Complete Office	Office supplies - May	\$143.52
Conocophillips Fleet	Vehicle fuel - April	\$870.04
Cor-o-van Records Mgmt. Inc.	Record storage - April	\$55.03
County Burner Machinery	Repair - vent valve - plant	\$114.00
Covad Communications	T-1 service - May	\$359.00
DEMA, Encinitas Environmental Day	Booth reservation	\$150.00
DMV	Safety records	\$6.00
DSR	New interior doors for plant - safety	\$2,620.00
Drive Line Service of San Diego	U-joint installation, straighten, and balance - Cardiff P.S.	\$191.80
Department of Consumer Affairs	Professional license renewal - M. Thornton	\$125.00
Department of Environmental Health	Permit renewal - 06/30/09 - 06/30/10 - plant	\$1,935.00
Edco Waste and Recycling Service	Trash and recycling service - April	\$184.01
Escondido Metal Supply	Parts for generator's heat shield - plant	\$191.94
Ferrellgas	Propane - plant	\$72.10
Fisher Scientific	Chemicals for tracer study - water rec.	\$424.21
Flo-Systems, Inc.	Autocon output card - Cardiff Pump Station	\$1,331.68
Global Equipment Sales	Smith boiler - digester - plant	\$969.88

PAYMENT OF WARRANTS

09-06

29-May-09

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
Golden State Overnight	Mailing monthly report - lab reports	\$21.86
Golden State Overnight	Mailing monthly report - compliance reports	\$30.48
Grainger	Safety - safety supplies	\$34.90
Grainger	Truck storage units - water reclamation	\$652.50
Grainger	Safety supplies - plant	\$95.94
Hardy Diagnostics	Lab supplies	\$413.94
Hardy Diagnostics	Attest indication - lab	\$7.40
Home Depot	Plant supplies - plant	\$49.76
Horizon Health	Employee Assistance Program - April	\$351.12
Horizon Health	Employee Assistance Program - May	\$351.12
Hydrologix	June - grease reduction - Coast P. S.	\$350.00
ICI Paints	Paint, brushes, and primer - plant	\$210.21
Infrastructure Engineering Corp.	Flow equalization - recycled water storage - water rec.	\$3,485.50
JPBLA, Inc.	Dramm and Echter recycled water conversion	\$1,176.00
Jani-King	Janitorial service - May	\$882.64
Jobs Available	Subscription renewal	\$35.00
Ken Grody Ford	Purchase Ford truck - water reclamation	\$22,104.74
Kennedy/Jenks Consultants	Cardiff pump station electrical project	\$2,249.50
Konica	Monthly copier maintenance	\$105.51
Konica	Monthly copier maintenance	\$55.71
Konica	Bizhub color copier/printer/fax/scanner	\$12,784.38
Larsen, Casey	Expense report - part for lab furnace	\$34.15
Lewis, Greg	Expense report - mileage, meeting G. Lewis, M. Buckles	\$101.25
Lewis, Greg	Expense report - mileage, meeting, and printing	\$493.35
Lewis, Greg	Expense report - tab and covers for budget report	\$390.74
MBC	Intensive ocean water monitoring and testing - outfall	\$2,979.66
MBC	Intensive ocean water monitoring and testing - outfall	\$3,387.29
McMaster-Carr	Hydraulic hose fitting, gravity-flow for 6"- Moonlight, Plant	\$31.88
Miramar Truck Center	Truck rental - water reclamation	\$249.46
NCPA	HR summit - M. Buckles	\$85.00
Neal Electric	Troubleshoot effluent pumps - outfall	\$348.00
Noite	Station vault design - Fletcher Cove P. S.	\$542.14
O.M.W.D.	Manchester - 03/09 - 04/09	\$32.30
Olin	Sodium hypochlorite - plant and water reclamation	\$4,344.09
Olin	Sodium hypochlorite - plant and water reclamation	\$4,353.52
Olin	Sodium hypochlorite - water reclamation	\$4,337.17
Orion	Energy optimization - March	\$51,445.90
PERS - Health	Health - May	\$11,668.35
PERS - Health	Health - June	\$11,668.35
PERS - Retirement	Retirement premium - 04/24/09	\$11,909.46
PERS - Retirement	Retirement premium - 05/08/09	\$11,919.57
PERS - Retirement	Retirement premium - 05/22/09	\$11,922.51
Pacific Green	Landscape service - April	\$1,250.00
Pacific Green	Landscape service - May	\$1,250.00
Pacific Pipeline Supply	Pipe supplies for recycled water - water reclamation	\$58.15
Polydyne	Clarifloc - water reclamation	\$1,210.61
Polydyne	Clarifloc - plant and water reclamation	\$10,515.26
Postmaster	Stamps	\$510.20
Preferred Benefit	Dental insurance - May	\$1,731.69
Probuild	Repairs, shop and field supplies - March	\$350.24
Probuild	Repairs, shop and field supplies - April	\$201.74
Procopio	Legal services - general - March	\$883.50

PAYMENT OF WARRANTS

09-06

29-May-09

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
Procopio	Legal services - labor and employment - April	\$85.50
Procopio	Legal services - general - April	\$28.50
RSF Security Systems	Patrol service - May	\$465.00
RSF Security Systems	Security service - 06/01/09 - 08/31/09	\$1,482.00
Rain for Rent, Inc.	Equipment rental for tracer study - CL2 tank - water rec.	\$2,972.44
Regnier, Ken	Expense report - seminar and mileage	\$277.05
Rosemount Inc.	Parts for primary sludge meter - plant	\$430.20
Rosemount Inc.	Replace primary sludge meter - plant	\$2,301.76
Rosemount Inc.	Parts - cable coil drive, cable signal - plant	\$92.69
San Diego Gas and Electric	Gas and electric - 03/09 - 04/07	\$46,583.55
San Diego Gas and Electric	Cardiff P. S. - 03/09 - 04/08	\$1,714.00
San Diego Gas and Electric	Gas and electric - 04/07 - 05/07	\$50,288.50
San Diego Gas and Electric	Cardiff P. S. - 04/08 - 05/08	\$1,682.93
San Dieguito Water District	Manchester - 02/25 - 03/30	\$2,558.94
San Dieguito Water District	Manchester - 02/25 - 03/31	\$114.48
San Dieguito Water District	Manchester - 02/25 - 03/30	\$7,628.80
San Dieguito Water District	Manchester - 03/30 - 04/30	\$1,979.07
San Dieguito Water District	Manchester - 03/30 - 04/30	\$8,362.22
San Dieguito Water District	Manchester - 03/30 - 04/30	\$245.92
San Elijo Payroll Account	Payroll - 04/24/09	\$66,845.74
San Elijo Payroll Account	Payroll - 05/08/09	\$65,242.19
San Elijo Payroll Account	Payroll - 05/22/09	\$64,827.64
Santa Fe Irrigation District	Water service - Highland Dr - 02/17 - 04/15	\$129.58
Santa Fe Irrigation District	Water service - Valley - 03/31 - 04/30	\$33.59
Santa Fe Irrigation District	Water service - Seabright Ln - 03/03 - 05/04	\$48.96
Saturn Electric, Inc	Electrical improvement - Cardiff P. S.	\$55,815.84
Saturn Electric, Inc	Electrical improvement - Cardiff P. S.	\$7,779.96
Siemens Energy & Automation	Inverter suppressor board - Olivenhain P. S.	\$154.18
Siemens Water Technologies Corp.	Hydrogen peroxide - plant, Cardiff, and Olivenhain P. S.	\$8,705.88
Simplex Grinnell	Safety update for sprinkler system - plant	\$4,089.00
Sloan Electric Company	Recondition motor #1 - water reclamation	\$7,908.94
Smart & Final	Kitchen supplies	\$249.83
Specialty Seals & Accessories	Refurbish headwork scrubber pump - plant	\$481.54
Sprint	Cellular phone service	\$686.75
State Water Resources Control	Wastewater operator certificate renewal - M. Piper	\$130.00
State Water Resources Control	Wastewater operator certificate renewal - K. Regnier	\$190.00
Terminix	Pest control - April	\$131.00
Terminix	Pest control - May	\$81.00
Test America	Lab testing - April	\$594.25
Test America	Lab testing - May	\$204.00
Thatcher	Aluminum sulfate - Cardiff, Olivenhain, and San Elijo P. S.	\$2,801.14
The Union-Tribune Publishing Co.	Legal notice f bids	\$188.80
The Union-Tribune Publishing Co.	Legal notice	\$473.60
The Union-Tribune Publishing Co.	Subscription renewal	\$209.94
Thornton, Michael	Expense report - CWEA conference, San Diego Awards	\$57.00
Thornton, Michael	Expense report - budget meeting and CIP meeting	\$56.96
Trussell Technologies, Inc	Treatment process analysis	\$2,033.00
Trussell Technologies, Inc	Biological optimization project	\$11,209.00
Tony Lipka	Electrical safety training	\$1,250.00
UPS	Shipping - lab reports	\$19.46
Union Bank of California	2003 refunding revenue bonds	\$2,383.00
USA Bluebook	Pump and tube housing - water reclamation	\$544.71

PAYMENT OF WARRANTS  
09-06  
29-May-09

<u>VENDOR</u>	<u>DESCRIPTION OF EXPENSE</u>	<u>AMOUNT</u>
Underground Service Alert	Dig alert - April	\$30.00
VWR International, Inc	Lab supplies - culture tubes, filter glass	\$407.42
VWR International, Inc	Lab supplies - buffer, broth azide destrose, and tubes	\$650.25
West Air Gases & Equipment	Coated gloves - plant	\$53.83
	Total 09-06 Warrants:	<u>\$694,922.64</u>




SAN ELIJO JOINT POWERS AUTHORITY  
PAYMENT OF WARRANTS SUMMARY

29-May-09

PAYMENT OF WARRANTS		\$694,922.64
Reference Number	09-06	

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.

  
\_\_\_\_\_  
Gregory Lewis  
Director of Finance/Administration  
Treasurer

STATEMENT OF FUNDS AVAILABLE FOR PAYMENT OF WARRANTS  
AND INVESTMENT INFORMATION  
AS OF

29-May-09

<u>FUNDS ON DEPOSIT WITH</u>	<u>AMOUNT</u>
<b>LOCAL AGENCY INVESTMENT FUND</b> <i>(MARCH 2009 YIELD 1.91%)</i>	
SELF INSURANCE RESERVE	\$ 300,000.00
RESTRICTED SRF RESERVE	\$ 630,000.00
UNRESTRICTED DEPOSITS	\$ 5,314,854.10
<b>CALIFORNIA BANK AND TRUST</b> <i>(MARCH 2009 YIELD 0.10%)</i>	
REGULAR CHECKING	\$ 79,417.64
PAYROLL CHECKING	\$ 5,000.00
<b>TOTAL RESOURCES</b>	<b>\$ 6,329,271.74</b>

\*

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

June 8, 2009

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

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

RECOMMENDATION

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

DISCUSSION

Monthly Treatment Plant Performance and Evaluation

Wastewater treatment for the San Elijo Joint Powers Authority (SEJPA) met all NPDES ocean effluent limitation requirements for the month of April 2009. The primary indicators of treatment performance include the removal of Carbonaceous Biochemical Oxygen Demand (CBOD) and Total Suspended Solids (TSS). Treatment levels for CBOD and TSS exceeded monthly percent removal requirements (as shown in Figure 1 and Figure 2).

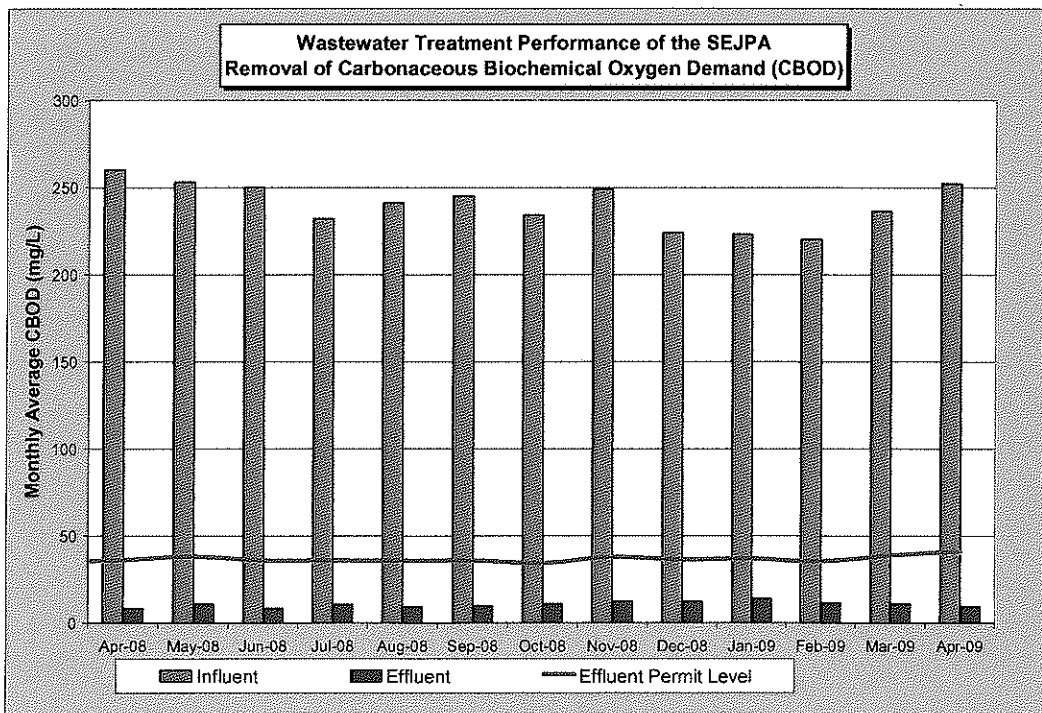


FIGURE 1

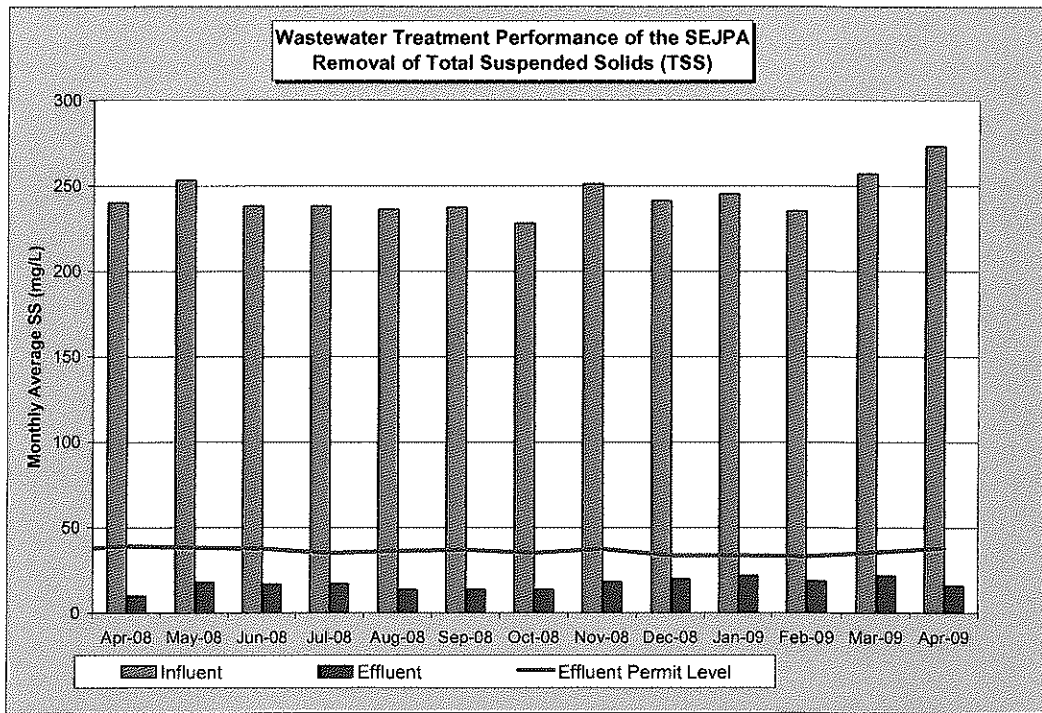


FIGURE 2

### Member Agency Flows

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

	April	
	<u>Influent (mgd)</u>	<u>Effluent (mgd)*</u>
Cardiff Sanitary Division	1.463	0.731
City of Solana Beach	1.262	0.630
Rancho Santa Fe SID	<u>0.116</u>	<u>0.058</u>
<b>Total San Elijo WRF Flow</b>	<b>2.841</b>	<b>1.419</b>

Notes: As of July 1995, Rancho Santa Fe Community Services District (CSD) combined SID #2 and SID #3 into one Sewer Improvement District (SID).

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

The attached table presents the historical average, maximum, and unit influent and effluent flow rates per month for each of the Member Agencies. It also presents the number of connected Equivalent Dwelling Units (EDUs) for each of the Member Agencies during this same time period.

The attached figure presents the historical average daily flows per month for each Member Agency. This is to provide a historical overview of the average treated flow by each agency. As shown in the figure, the average treated flow typically ranges between 2.9 and 3.1 million gallons per day (mgd). Also shown on the figure, is the total wastewater treatment capacity of the plant, 5.25 mgd, of which each Member Agency has the right to 2.5 mgd, and Rancho Santa Fe Community Service District has the right to 0.25 mgd.

City of Escondido Flows

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

	<b>April (mgd)</b>
Escondido (Average flow rate)	11.5
Escondido (Peak flow rate)	18.1

Connected Equivalent Dwelling Units

The number of EDUs connected for each of the Member Agencies for the month of April is as follows:

	<b>April (EDU)</b>
Cardiff Sanitary Division	8,183
Rancho Santa Fe SID	463
City of Solana Beach	7,428
San Diego (to Solana Beach)	300
<b>Total EDUs to System</b>	<b>16,374</b>

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

Attachments:      Table: SEWRF Monthly Report – Flows and EDUs  
                         Figure: Average Daily Flow

SAN ELIJO WATER RECLAMATION FACILITY MONTHLY REPORT - FLOWS AND EDUS

MONTH	AVERAGE DAILY INFLUENT FLOW RATE (MGD)			AVERAGE DAILY EFFLUENT FLOW RATE (MGD)			AVERAGE DAILY EFFLUENT FLOW RATE (MGD)			CONNECTED EDUS			AVERAGE UNIT INFLUENT FLOW RATE (GAL/EDU/DAY)		
	CSD	RSF/CSD	TOTAL PLANT	CSD	RSF/CSD	TOTAL PLANT	CSD	RSF/CSD	TOTAL PLANT	CSD	RSF/CSD	TOTAL EDUS	CSD	RSF	TOTAL
Apr-04	1.450	0.127	1.327	1.261	0.106	1.154	2.521	7.910	375	7,659	15,944	183	339	173	162
May-04	1.421	0.127	1.259	0.753	0.069	0.667	1.489	7.915	371	7,659	15,951	180	337	164	176
Jun-04	1.458	0.120	1.353	0.684	0.056	0.634	1.374	7.917	381	7,659	15,957	184	315	177	184
Jul-04	1.478	0.114	1.414	0.644	0.051	0.616	1.311	7.929	383	7,659	15,971	186	298	185	188
Aug-04	1.447	0.116	1.408	0.725	0.057	0.706	1.488	7.945	366	7,659	15,990	182	301	184	186
Sep-04	1.420	0.124	1.327	1.038	0.089	0.970	2.097	7.950	392	7,659	16,001	179	316	173	179
Oct-04	1.538	0.144	1.346	1.471	0.140	1.287	2.898	7.961	395	7,659	16,015	193	365	176	189
Nov-04	1.426	0.146	1.301	1.367	0.138	1.247	2.752	7.965	395	7,659	16,019	179	370	170	179
Dec-04	1.433	0.143	1.308	1.459	0.141	1.331	2.931	7.973	395	7,659	16,027	180	362	171	180
Jan-05	1.803	0.242	1.409	1.860	0.248	1.469	3.597	7.976	396	7,659	16,031	226	611	184	215
Feb-05	1.766	0.229	1.420	1.764	0.234	1.418	3.416	7.982	398	7,659	16,039	221	575	185	213
Mar-05	1.509	0.187	1.383	1.625	0.203	1.489	3.317	7.988	399	7,659	16,046	189	469	181	192
Apr-05	1.379	0.150	1.320	1.427	0.157	1.366	2.960	7.989	403	7,659	16,051	173	372	172	177
May-05	1.381	0.107	1.332	1.525	0.117	1.471	3.113	7.993	406	7,659	16,058	173	264	174	176
Jun-05	1.374	0.107	1.349	1.478	0.115	1.451	3.044	7.996	409	7,659	16,064	172	262	176	176
Jul-05	1.365	0.115	1.399	1.471	0.125	1.508	3.104	8.016	409	7,659	16,084	170	281	183	179
Aug-05	1.494	0.149	1.385	1.515	0.154	1.404	3.073	8.020	410	7,659	16,089	186	363	181	188
Sep-05	1.479	0.131	1.302	1.484	0.129	1.306	2.919	8.023	416	7,659	16,098	184	315	170	181
Oct-05	1.493	0.134	1.290	1.593	0.146	1.376	3.115	8.033	418	7,659	16,110	186	321	168	181
Nov-05	1.480	0.142	1.280	1.485	0.140	1.284	2.909	8.034	420	7,659	16,113	184	338	167	180
Dec-05	1.463	0.143	1.288	1.456	0.138	1.282	2.876	8.040	421	7,659	16,120	182	340	168	180
Jan-06	1.515	0.139	1.310	1.410	0.129	1.219	2.758	8.044	423	7,659	16,126	188	329	171	184
Feb-06	1.499	0.139	1.313	1.268	0.118	1.111	2.497	8.044	423	7,659	16,126	186	329	171	183
Mar-06	1.542	0.144	1.309	1.475	0.137	1.252	2.864	8.044	424	7,659	16,126	186	329	171	183
Apr-06	1.523	0.139	1.288	1.400	0.128	1.184	2.712	8.044	424	7,659	16,126	186	329	171	183
May-06	1.480	0.134	1.299	0.979	0.089	0.859	1.927	8.066	429	7,659	16,223	183	312	168	180
Jun-06	1.471	0.130	1.350	0.762	0.068	0.699	1.529	8.080	430	7,659	16,238	182	302	175	182
Jul-06	1.490	0.135	1.436	0.719	0.065	0.693	1.477	8.087	431	7,659	16,248	184	313	186	188
Aug-06	1.456	0.144	1.392	0.748	0.074	0.715	1.537	8.088	432	7,659	16,248	180	333	180	184
Sep-06	1.403	0.138	1.327	0.744	0.072	0.704	1.520	8.092	432	7,659	16,252	173	319	172	176
Oct-06	1.414	0.132	1.286	0.943	0.088	0.857	1.888	8.092	432	7,659	16,252	175	306	166	174
Nov-06	1.408	0.135	1.284	1.100	0.105	1.003	2.208	8.094	434	7,659	16,256	174	311	166	174
Dec-06	1.429	0.138	1.275	1.296	0.126	1.156	2.578	8.099	436	7,659	16,263	176	317	165	175
Jan-07	1.419	0.128	1.282	1.205	0.109	1.100	2.550	8.100	441	7,659	16,269	174	290	166	174
Feb-07	1.425	0.129	1.277	1.284	0.116	1.150	2.550	8.106	443	7,659	16,277	176	291	165	174
Mar-07	1.421	0.118	1.285	1.014	0.085	0.917	2.016	8.112	444	7,659	16,284	175	286	166	173
Apr-07	1.386	0.122	1.267	0.868	0.076	0.794	1.738	8.115	447	7,659	16,290	171	273	164	171
May-07	1.411	0.106	1.281	0.763	0.058	0.693	1.514	8.116	448	7,659	16,292	174	237	166	172
Jun-07	1.438	0.104	1.304	0.697	0.051	0.632	1.380	8.117	449	7,659	16,294	177	232	169	175
Jul-07	1.461	0.109	1.364	0.657	0.049	0.613	1.319	8.119	450	7,659	16,297	180	242	169	180
Aug-07	1.442	0.110	1.365	0.571	0.044	0.541	1.156	8.120	450	7,659	16,298	174	244	177	179
Sep-07	1.410	0.107	1.270	0.596	0.046	0.537	1.179	8.124	452	7,659	16,303	174	237	164	171
Oct-07	1.335	0.086	1.222	0.777	0.056	0.712	1.545	8.124	452	7,659	16,303	164	213	158	163
Nov-07	1.430	0.113	1.235	1.122	0.088	0.969	2.179	8.138	453	7,659	16,318	176	250	160	170
Dec-07	1.443	0.143	1.225	1.380	0.137	1.171	2.688	8.144	453	7,659	16,324	177	316	159	172
Jan-08	1.491	0.144	1.268	1.488	0.144	1.266	2.898	8.146	454	7,659	16,327	183	318	164	178
Feb-08	1.620	0.162	1.355	1.499	0.150	1.254	2.903	8.150	456	7,659	16,334	199	356	175	192
Mar-08	1.569	0.149	1.365	1.261	0.119	1.097	2.477	8.151	456	7,659	16,335	192	326	177	189
Apr-08	1.493	0.125	1.318	1.154	0.097	1.019	2.270	8.151	456	7,659	16,335	183	274	171	180
May-08	1.487	0.136	1.339	0.755	0.069	0.680	1.504	8.153	456	7,659	16,337	182	289	173	181
Jun-08	1.649	0.131	1.270	0.647	0.052	0.498	1.197	8.161	456	7,659	16,345	202	288	164	187
Jul-08	1.713	0.131	1.324	0.722	0.055	0.558	1.335	8.163	456	7,659	16,345	210	288	171	194
Aug-08	1.562	0.125	1.483	0.608	0.048	0.577	1.233	8.165	457	7,659	16,350	191	274	192	194
Sep-08	1.547	0.121	1.378	0.813	0.064	0.724	1.601	8.167	459	7,659	16,354	189	264	178	186
Oct-08	1.478	0.111	1.319	0.671	0.051	0.599	1.321	8.170	460	7,659	16,358	181	242	171	178
Nov-08	1.511	0.118	1.329	0.808	0.084	0.950	2.114	8.171	462	7,659	16,361	185	256	172	181
Dec-08	1.580	0.156	1.362	1.446	0.143	1.246	2.835	8.172	462	7,659	16,362	193	338	176	189
Jan-09	1.522	0.141	1.354	1.256	0.116	1.117	2.489	8.177	462	7,659	16,367	186	306	175	184
Feb-09	1.599	0.145	1.330	1.408	0.128	1.171	2.707	8.179	462	7,659	16,369	196	314	172	188
Mar-09	1.510	0.124	1.307	1.030	0.085	0.892	2.007	8.180	463	7,659	16,371	185	268	169	180
Apr-09	1.463	0.116	1.262	0.731	0.058	0.630	1.419	8.183	463	7,659	16,374	179	251	163	174

ASSUMPTIONS: SB average flow includes San Elijo Hills flow of 131 mgd  
 RSF/CSD: Ranch Santa Fe Community Service District  
 SB: Solana Beach  
 EDU: Equivalent Dwelling Unit  
 CSD: Carlsiff Sanitary Division



\*

AGENDA ITEM NO. 10

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

June 8, 2009

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO WATER RECLAMATION PROGRAM – MONTHLY REPORT

RECOMMENDATION

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

DISCUSSION

*Recycled Water Production*

For the month of April 2009, recycled water demand was 133.55 acre-feet (AF), which was met using 130.96 AF of recycled water and 2.59 AF of supplementation with potable water. This equates to a blend mix for April of 98.1 percent recycled water and 1.9 percent potable water supplementation.

The attached Figure 1 provides monthly supply demands for recycled water since the inception of the program. The attached Figure 2 provides a graphical view of annual recycled water demand spanning the last seven fiscal years. Recycled water demand can fluctuate from year to year, which is typically a function of weather. For example, Fiscal Year 2003-04, an unusually dry year, resulted in increased recycled water demand; and Fiscal Year 2004-05, an unusually wet year, resulted in lower recycled water demand.

For the first ten months of FY 2008-09, recycled water demand totaled 1039 AF, which is slightly more than the demand for the same period one year ago.

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager



**MONTHLY RECYCLED WATER DEMAND**

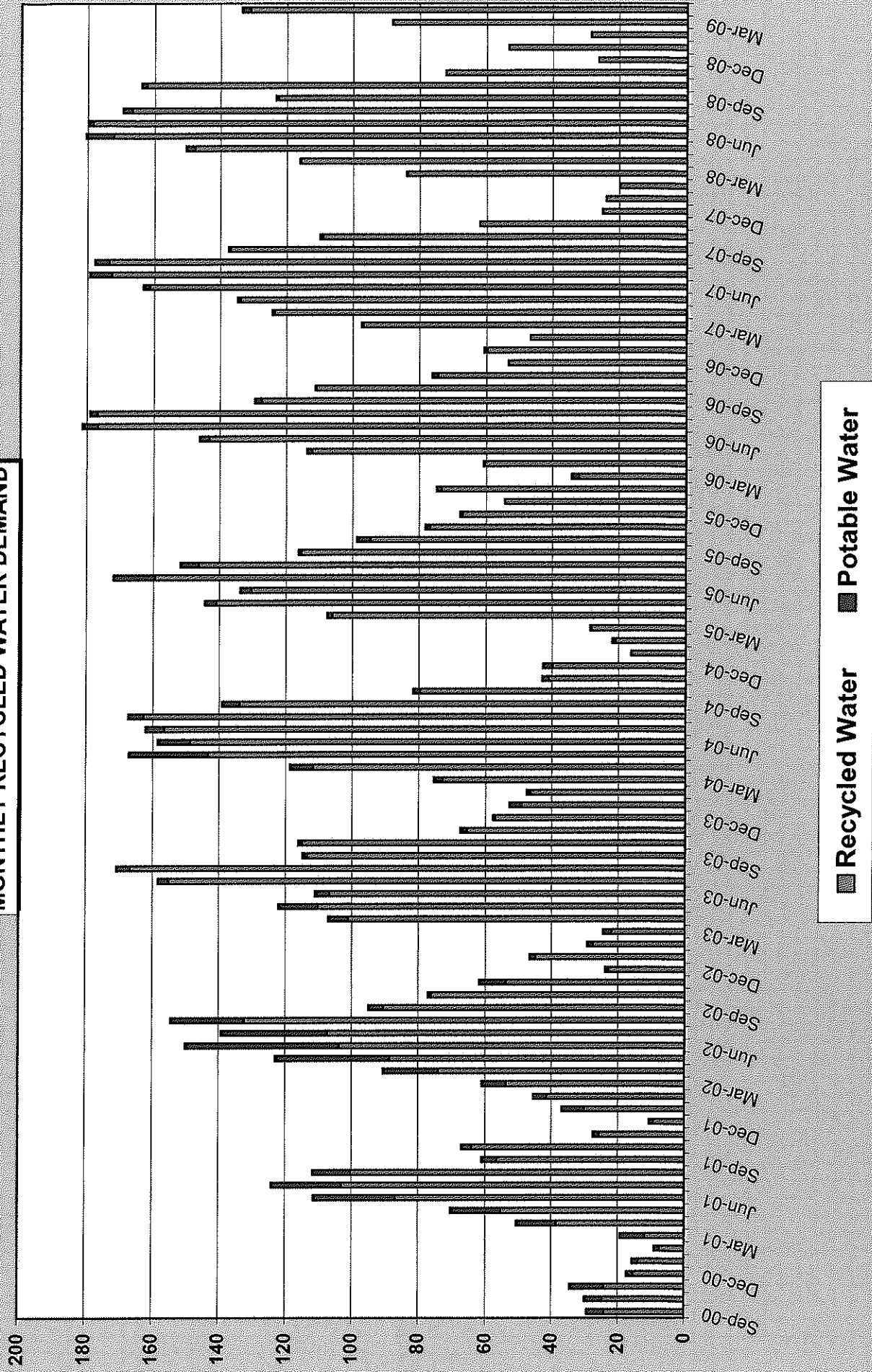


Figure 1

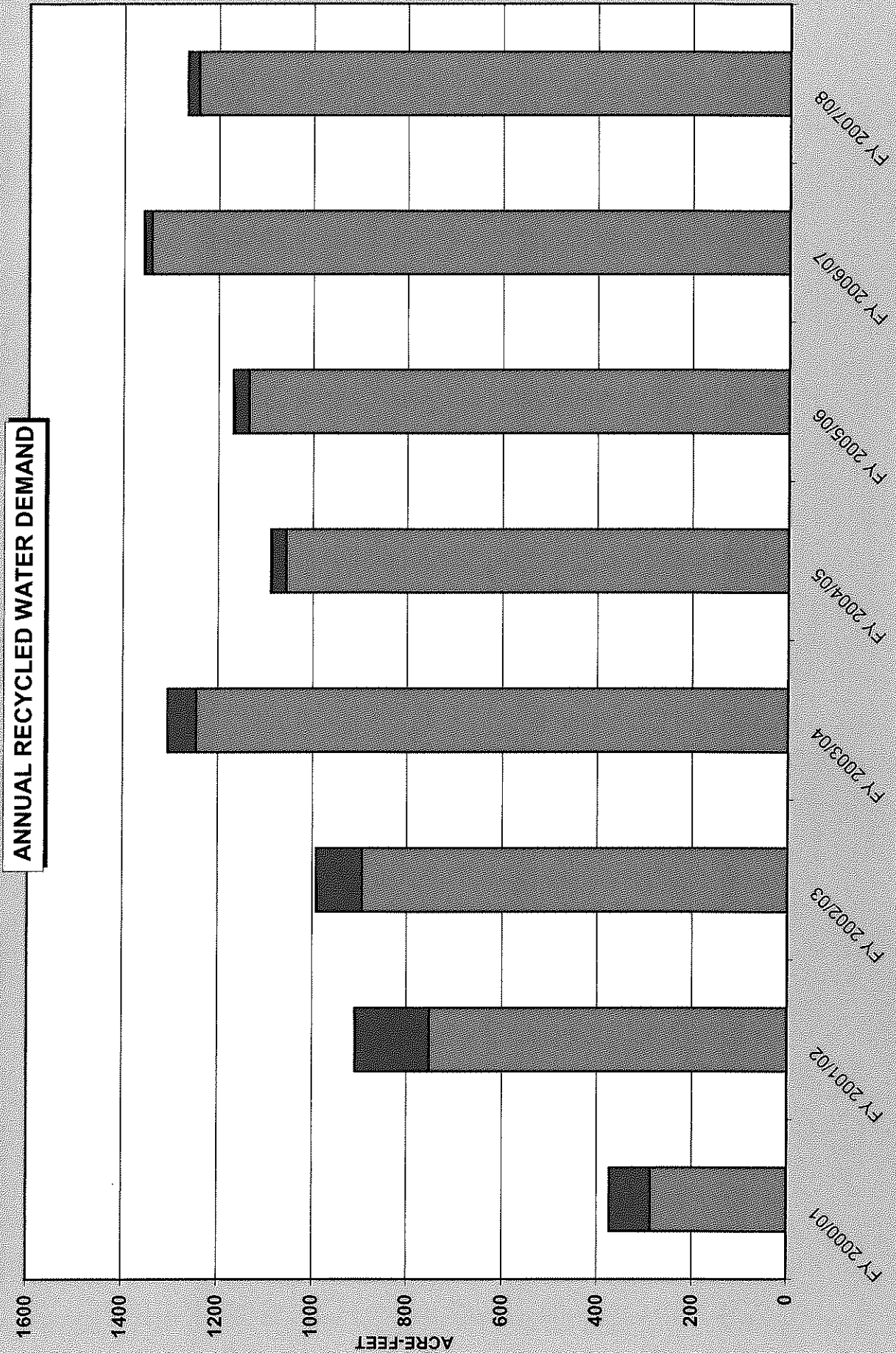


Figure 2

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SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

June 8, 2008

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: Director of Finance/Administration

SUBJECT: AWARD OF ANNUAL SUPPLIES AND SERVICES CONTRACTS FOR THE SAN  
ELIJO JOINT POWERS AUTHORITY

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the recommendations of the Director of Finance/Administration regarding award of supplies and services contracts for the provision of Sodium Hypochlorite and for Biosolids Hauling and Reuse services;
2. Authorize the Chair to execute the contract with the lowest responsive bidder; and
3. Discuss and take action as appropriate.

DISCUSSION

Each year, formal bids are requested for provision of supplies and services that may have an annual cost in excess of \$35,000. For the Fiscal Year 2009-10, formal bids were advertised on April 3, 2009, and April 8, 2009, and bid openings were held on May 14, 2009 for the provision of Sodium Hypochlorite and for Biosolids Hauling and Reuse services.

The results of the formal bids are as follows:

<u>Contractor</u>	<u>Sodium Hypochlorite</u> <u>Unit Cost</u>	<u>Estimated</u> <u>Annual Amount</u>
Abcana	\$1.272 per gallon	\$117,024
Basic Chemical Solutions	\$1.002 per gallon	\$ 92,184
Brenntag	No Bid	
Jones Chemical	\$0.84per gallon	\$ 77,280
Kemwater North America	No Bid	
Miles Chemical Solution	\$1.196 per gallon	\$110,032
* Olin-Chlor	\$0.8265 per gallon	\$ 76,038
Sierra Chemical	No Bid	
Thatcher	\$0.895 per gallon	\$ 82,340

\* *Low Bidder*

The current price for sodium hypochlorite is \$0.90 per gallon and is being provided by Olin Chlor. It is recommended that the annual supplies and services contract for provision of sodium hypochlorite be awarded to the lowest bidder as noted above. This award is contingent upon the verification that the apparent low bidder meets all bid requirements, including bonding and insurance, as required.

**Biosolids Hauling and Reuse Services**

<b><u>Contractor</u></b>	<b><u>Unit Cost</u></b>	<b><u>Estimated Annual Amount</u></b>
Ag Tech, LLC	\$42.50 per wet ton	\$144,500
Liberty Composting	No bid	
Solid Solutions	No bid	
Synagro	No bid	
* Terra Renewal	\$42.45 per wet ton	\$144,330
Waste Management	No bid	

\* *Low Bidder*

The current price for this service is \$45.37 per wet ton and is being provided by Ag Tech, LLC. This will be a 5 year contract with a provision of a consumer price index (CPI) increase of 75% of the May to May CPI index. It is recommended that the annual supplies and services contracts for provision of biosolids hauling and reuse be awarded to the lowest bidder as noted above. This award is contingent upon the verification that the apparent low bidder meets all bid requirements, including bonding and insurance, as required.

**FINANCIAL IMPACT**

Funds for these services are included in the Fiscal Year 2009-10 Recommended Budget and are available for commitment to these contracts. An annual cost of \$86,000 was budgeted for the provision of Sodium Hypochlorite and \$159,000 was budgeted for biosolids hauling and reuse.

It is therefore recommended that the Board of Directors:

1. Approve the recommendations of the General Manager regarding award of supplies and services contracts for the provision of Sodium Hypochlorite and for Biosolids Hauling and Reuse services;
2. Authorize the Chair to execute the contracts with the lowest responsive bidder; and
3. Discuss and take action as appropriate.

Respectfully submitted,



\_\_\_\_\_  
 Gregory Lewis  
 Director of Finance/Administration

Attachment 1: AGREEMENT: Olin Chlor for Sodium Hypochlorite  
 Attachment 2: AGREEMENT: Terra Renewal for Biosolids hauling and reuse

# **ATTACHMENT 1**

## AGREEMENT

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the San Elijo Joint Powers Authority, a municipal corporation, hereinafter referred to as AUTHORITY, and the Olin Chlor, hereinafter referred to as CONTRACTOR.

### WITNESSETH:

WHEREAS, on April 3, 2009, AUTHORITY invited bids for the provision of Sodium Hypochlorite per Specifications No. SE2010-03.

WHEREAS, pursuant to said invitation, CONTRACTOR submitted a bid which was accepted by AUTHORITY for said services.

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

1. TERM. The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until June 30, 2009. (Service shall be provided from July 1, 2009 to June 30, 2010.)
2. INCORPORATION BY REFERENCE. The Notice Inviting Bids, the General Bid Terms and Conditions, the Special Bid Terms and Conditions, Bid Submission Form(s), and the Bid Specifications, are hereby incorporated in and made a part of this Agreement.
3. AUTHORITY'S OBLIGATIONS. For furnishing services or supplies as specified in the Agreement, AUTHORITY will pay and CONTRACTOR shall receive compensation for Sodium Hypochlorite at the unit price of \$ .08265 per gallon. The total amount of Sodium Hypochlorite to be purchased under this Agreement has been estimated to be 92,000 gallons per year, but actual usage may be considerably less. In no case will total compensation exceed \$ 76,038. The unit cost and total cost includes all delivery, tax and shipping charges.

Payments to the CONTRACTOR shall be made within forty-five (45) days after receipt of an original invoice from the CONTRACTOR and provision of said services to AUTHORITY. CONTRACTOR shall invoice no more frequently than monthly for services or supplies provided.

4. CONTRACTOR'S OBLIGATIONS. For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by AUTHORITY, CONTRACTOR agrees with AUTHORITY to furnish the said services and to do everything required by this Agreement and the said specifications. Without limiting the generality of the foregoing, CONTRACTOR warrants on behalf of itself and all subcontractors engaged for the performance of this Agreement that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

5. HOLD HARMLESS AND INDEMNIFICATION. CONTRACTOR agrees to defend, indemnify, and hold harmless AUTHORITY, its officials, officers, employees, representatives, and agents, from and against all claims, lawsuits, liabilities or damages of whatsoever nature arising out of or in connection with, or relating in any manner to any act or omission of CONTRACTOR, its agents, employees, and subcontractors of any tier and employees thereof in connection with the performance or non-performance of this Agreement. The CONTRACTOR shall thoroughly investigate any and all claims and indemnify the AUTHORITY and do whatever is necessary to protect the AUTHORITY, its officials, officers, employees, agents, and representatives as to any such claims lawsuits, liabilities, expenses, or damages.

6. INSURANCE. During the course of the Agreement, CONTRACTOR shall pay for and maintain, in full force and effect, all insurance required by any governmental agency having jurisdiction to require particular insurance of CONTRACTOR in connection with or related to the work covered hereby. CONTRACTOR SHALL FURTHER TAKE OUT AND SHALL FURNISH SATISFACTORY PROOF BY CERTIFICATE OR OTHERWISE AS MAY BE REQUIRED, THAT HE HAS TAKEN OUT COMPREHENSIVE GENERAL LIABILITY INSURANCE WITH AUTHORITY NAMED HEREIN AS AN ADDITIONAL INSURED. Insurance carrier shall be satisfactory to AUTHORITY, and insurance shall be in such form approved by AUTHORITY so as to protect AUTHORITY and its employees against loss from liability imposed by law from damages on account of bodily injury, including death resulting therefrom, suffered or alleged to have been suffered by any person or persons, other than employees, resulting directly or indirectly from the negligent performance or execution of this Agreement by CONTRACTOR or any subcontract with CONTRACTOR thereunder, and also to protect AUTHORITY and its employees against loss from liability imposed by law for damage to any property, caused directly or indirectly by the negligent performance or execution of the Agreement by CONTRACTOR; which insurance shall also cover accidents arising out of the use and operation of automobiles, trucks, and/or other mobile equipment. All said comprehensive liability and property damage insurance shall be for the period of performance under this Agreement. The amounts of coverage of said insurance shall not be less than the following:

Public Liability	\$1,000,000 single limit
Property Damage	\$1,000,000 single limit

Said policies shall have a non-cancellation clause providing that thirty (30) days written notice shall be given to AUTHORITY prior to any material modification or cancellation, and a certificate of such insurance shall be furnished to AUTHORITY by direct mail from CONTRACTOR's insurance carrier and shall specifically cover any contractual liability incurred hereunder. CONTRACTOR shall further maintain adequate Worker's Compensation Insurance, including occupational disease provisions, under the laws of the State of California and employer's general liability insurance for the benefit of its employees, and shall require similar insurance to be provided by its subcontractors. A certificate shall be furnished to AUTHORITY showing compliance with above.

7. AMENDMENTS. Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the Manager of the AUTHORITY.

8. TERMINATION. If, during the term of this contract, AUTHORITY determines that CONTRACTOR is not faithfully abiding by any term or condition contained herein, AUTHORITY may notify CONTRACTOR in writing of such defect or failure to perform; which notice must give CONTRACTOR five (5) working days thereafter in which to preaffirm said work or cure the deficiency. If CONTRACTOR has not performed the work or cured the deficiency within five (5) days specified in the notice, such shall constitute a breach of this contract and AUTHORITY may terminate this contract immediately by written notice to CONTRACTOR to said effect. In said event, CONTRACTOR shall be entitled to the reasonable value of its services performed from the beginning of the period in which the breach occurs up to the day it received AUTHORITY's notice of termination, minus any offset from such payment representing AUTHORITY's damages from such breach. AUTHORITY reserves the right to delay any such payment, to allow for a full and complete accounting of costs. In no event, however, shall CONTRACTOR be entitled to receive in excess of the compensation quoted in its bid.

9. COMPLETE AGREEMENT. This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.

10. PROHIBITED EMPLOYMENT DISCRIMINATION. In the performance of the terms of this Agreement, CONTRACTOR agrees that it will not engage in, nor permit such subcontractors as it may employ to engage in, discrimination in employment of persons in violation of Labor Code Section 1735, which reads as follows:

A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all penalties imposed for a violation of this chapter.

Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

11. AUDIT. AUTHORITY shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to AUTHORITY as a condition precedent to any payment to CONTRACTOR.

12. NOTICE. All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

AUTHORITY

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

CONTRACTOR

Olin Chlor  
700 Ygnacio Valley Rd, Ste 250  
Walnut Creek, CA 94596

13. PROTECTION OF EXISTING FACILITIES AND NON-INTERFERENCE WITH PLANT OPERATIONS. Contractor shall perform his duties in such a way that there will be no



damage done to existing facilities and all facilities shall be left in the condition they were in prior to the beginning of the contract. CONTRACTOR will also perform all work in such a way that there is no interference with plant operations.

14. AUTHORITY TO EXECUTE AGREEMENT. Both AUTHORITY and CONTRACTOR do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

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

ATTEST:

SAN ELIJO JOINT POWERS AUTHORITY

By: \_\_\_\_\_  
Michael T. Thornton, P.E., General Manager

SAN ELIJO JOINT POWERS AUTHORITY

By: \_\_\_\_\_  
Dave Roberts, Chair of the Board

CONTRACTOR

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_


COMPLIANCE WITH THE IMMIGRATION REFORM AND  
CONTROL ACT OF 1986 (8 U.S.C. § 1324)

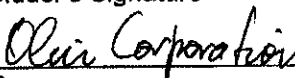
As a condition of submitting a bid for the Project, bidders are required to verify whether or not they have been fined or otherwise penalized within the past three (3) years for failing to obtain and/or maintain valid Employment Eligibility ("I-9") forms for employees pursuant to the Immigration Reform and Control Act of 1986 (the "Act"). The bidder shall check the appropriate box below, sign and date this page, and submit it to the San Elijo Joint Powers Authority (SEJPA) as part of his or her bid package.

Failure to properly submit this completed form shall result in the possible rejection of the bid as being non-responsive, in the SEJPA's sole discretion. In the event a bidder has been fined or otherwise penalized within the past three (3) years, the SEJPA reserves the right, in its sole discretion, to reject the bid as being non-responsive. In the event the SEJPA awards a contract to a bidder and subsequently discovers that the bidder was fined or otherwise penalized for failing to obtain and/or maintain valid I-9 forms within the past three (3) years and failed to disclose such information, the SEJPA shall have the right, in its sole discretion, to immediately terminate the contract and award the bid to the next lowest bidder, or re-bid the project. The SEJPA reserves the right to recover from the bidder any costs and/or damages sustained by the SEJPA as the result of having to terminate the bidder from the Project and/or re-award the contract due to the bidder's failure to disclose previous I-9 violations.

ALL BIDDERS MUST CHECK ONE OF THE BOXES BELOW AND SIGN:

- Within the past three (3) years, bidder HAS been fined or otherwise penalized for failing to obtain and/or maintain valid I-9 forms for its employees.
- Within the past three (3) years, bidder HAS NOT been fined or otherwise penalized for failing to obtain and/or maintain valid I-9 forms for its employees.

  
Bidder's Signature

  
Company

6/2/09  
Date

**BID SUBMISSION FORM**

Provision of Sodium Hypochlorite  
Specification Number SE2010-03

TO: Michael T. Thornton, P.E., General Manager  
San Elijo Joint Powers Authority  
2695 Manchester Avenue  
Cardiff, CA 92007

Dated: 5/6/09

Provision of approved Sodium Hypochlorite, as outlined in the detailed specification, to the San Elijo Water Reclamation Facility for the period of ~~September 1, 2008 to June 30, 2009~~ July 1, 2009 to June 30, 2010.

<u>OPTION NO.</u>	<u>APPROXIMATE QUANTITY</u>	<u>ITEM DESCRIPTION WITH PRICES WRITTEN IN WORDS</u>	<u>TOTAL FIGURES</u>
1	Approximately 80,000 gallons	Pre-approved or proven equal sodium hypochlorite in bulk shipments upon request of the Chief Operator.	
		Price per gallon including shipping and 8.75% tax:	
		<u><i>Sixty-two and 25/100 cents</i></u> (In Words) <i>Numbers</i>	\$ <u><i>0.8265</i></u> (In Numbers)
		Contract price (80,000 gallons x per gallon price):	
		<u><i>Sixty-six Thousand One hundred twenty</i></u> (In Words)	<i>dollars.</i> <u><i>66,120.00</i></u> (In Numbers)

THE ONLY EXCEPTIONS FROM THE SPECIFICATIONS ARE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Authorized Bidder Representative: *John M. Schabacker*  
Name of Individual (Typed): John M. Schabacker Title: Business Director  
Firm Name: Olin Chlor Alkali Products  
Address: 700 Ygnacio Valley Road, Suite 250  
City: Walnut Creek State: CA Zip: 94596 Telephone: 925-280-2600

**STATEMENT OF  
QUALIFICATIONS AND REFERENCES**

Provision of Sodium Hypochlorite  
Specification Number SE2010-03

Proposing Contractor shall submit the number of years engaged in providing services included within the scope of the bid specifications under the present business name: \_\_\_\_\_  
Olin Chlor Alkali Products

List and describe fully the last three contracts performed by your firm that demonstrate your ability to provide the supplies, equipment, or services included with the scope of the bid specifications. Attach additional pages if required. The Authority reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

**Reference No. 1**

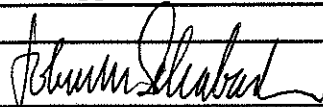
Customer Name: Los Angeles County Sanitation  
Contact Individual: Cheryl Zuvich Phone No.: 562-699-7411  
Address: 1955 Workman Mill Road  
Whittier, CA 90601  
Contract Amount: 7,510,000 gals/yr Year: 9/15/06 thru 9/30/09  
Description of supplies, equipment, or services provided: \_\_\_\_\_  
Produce and deliver Sodium Hypochlorite

**Reference No. 2**

Customer Name: City of San Diego  
Contact Individual: Thomas Roy Phone No.: 619-236-6158  
Address: 1200 Third Avenue, Suite 200  
San Diego, CA 92101  
Contract Amount: 1,538,000 gals/yr Year: 4/1/05 thru 3/31/10  
Description of supplies, equipment, or services provided: \_\_\_\_\_  
Produce and deliver Sodium Hypochlorite

**Reference No. 3**

Customer Name: Metropolitan Water District of Southern California  
Contact Individual: Vera Rieckhoff Phone No.: 213-217-5625  
Address: 700 North Alameda Street, 5th Floor, Room 5-325  
Los Angeles, CA 90054  
Contract Amount: 489,000 gals/yr Year: 10/1/04 thru 9/30/09  
Description of supplies, equipment, or services provided: \_\_\_\_\_  
Produce and deliver Sodium Hypochlorite



\_\_\_\_\_  
Signature of Authorized Bidder Representative

**STATEMENT OF BIDDER'S PAST CONTRACT  
DISQUALIFICATIONS**

Provision of Sodium Hypochlorite  
Specification Number SE2010-03

Pursuant to Section 10162 of the Public Contract Code, the bidder shall state whether such prospective bidder, any officer of such bidder, of any employee of such bidder who has a proprietary interest in such bidder, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State or local government project because of the violation of law or a safety regulation, and if so to explain the circumstances.

1. Do you have any disqualification, removal, etc., as described in the above paragraph to declare?  
yes \_\_\_\_\_ no X *to best of my knowledge*

2. If yes, explain the circumstances.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Executed on May 6, 2009 at Walnut Creek, California.

I declare, under penalty of perjury, that the foregoing is true and correct.

*John M. Schabacker*

Signature of Authorized Bidder Representative  
John M. Schabacker, Business Director



**OTHER INFORMATION:**

- 1 **CONVERSIONS:** To convert from ppm to weight % basis, divide ppm by 10,000. Trade % (wt/vol %) = gpl/10. ppm = mcg/g = mg/Kg
- 2 **TYPICAL ANALYSIS:** - - means the characteristic is not part of the product from this location; if - - is shown for all the typical analysis from a facility, this product is not produced at that facility. N/A = Not Applicable. N/E = the facility produces the product but no typical data has been established, typical data will be available approximately 6 to 9 months after the start of production or specification issue date. BDL = Analytical results for this characteristic were below the minimum detection limit (MDL) of the standard analytical methods used.
- 3 Total Alkalinity Minimum and Maximum values are calculated based on actual NaOH and actual Na<sub>2</sub>CO<sub>3</sub> min/max values.
- 4 Meets the provisions of the **American Water Works Association (AWWA) B300-04 Standard**
- 5 Certified for the **NSF/ANSI - Standard 60** at a maximum use dosage of 84 mg/L for 12.5% sodium hypochlorite solution (equivalent to 10 mg/L of available chlorine).
- 6 If product is EPA Registered - See label for Precautionary Statements and Use Instructions. Anyone using this product for their own sanitizing or disinfectant applications at different concentrations or with any other component added must obtain their own EPA registration.

# PRODUCT SPECIFICATION

## Sodium Hypochlorite - 12.5

Specification No. CAP-002	Revision No. 6	SAP Material No. 105004	Issue Date 2/16/2009	Supersedes 11/1/2008	Review Date 11/1/2013
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## **ATTACHMENT 2**



## AGREEMENT

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the San Elijo Joint Powers Authority, a municipal corporation, hereinafter referred to as AUTHORITY, and Terra Renewal, hereinafter referred to as CONTRACTOR.

### WITNESSETH:

WHEREAS, on April 3, 2009, AUTHORITY invited bids for the provision of Biosolids Hauling and Reuse (Disposal) Services per Specifications No. SE2010-01.

WHEREAS, pursuant to said invitation, CONTRACTOR submitted a bid which was accepted by AUTHORITY for said services.

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

1. TERM. The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until June 30, 2014.
2. INCORPORATION BY REFERENCE. The Notice Inviting Bids, the General Bid Terms and Conditions, the Special Bid Terms and Conditions, Bid Submission Form(s), and the Bid Specifications, are hereby incorporated in and made a part of this Agreement.
3. AUTHORITY'S OBLIGATIONS. For furnishing services or supplies as specified in the Agreement, AUTHORITY will pay and CONTRACTOR shall receive compensation for Biosolids Hauling and Reuse (Disposal) Services at the unit price of \$ 42.45 per wet ton for Bidder's preferred reuse (disposal) site. The total amount of biosolids hauling and reuse (disposal) under this Agreement has been estimated to be 3,400 tons per year, but actual biosolids to be hauled and reused may be considerably less. In no case will total compensation exceed \$ 144,330, derived for hauling biosolids to the Bidder's preferred reuse (disposal) site. The unit cost and total cost includes all delivery, tax and shipping charges.

Payments to the CONTRACTOR shall be made within forty-five (45) days after receipt of an original invoice from the CONTRACTOR and provision of said services to AUTHORITY. CONTRACTOR shall invoice no more frequently than monthly for services or supplies provided.

- 3.1 COMPENSATION ADJUSTMENT. All contract fees shall be adjusted annually beginning on the first day of July each successive year in the All Urban Consumer Price Index-Los Angeles Area (CPI) during the previous 12 months ending in May. The contract fees and amount shall be adjusted by 75 percent of the CPI changed during the period. The adjustment shall not exceed 7 percent annually.
4. CONTRACTOR'S OBLIGATIONS. For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by AUTHORITY, CONTRACTOR agrees with AUTHORITY to furnish the said services and to do everything required by this Agreement and the said specifications. Without limiting the generality of the foregoing, CONTRACTOR warrants on behalf of itself and all subcontractors engaged for the performance of this Agreement that only persons authorized to work in the United States

pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

5. HOLD HARMLESS AND INDEMNIFICATION. CONTRACTOR agrees to defend, indemnify, and hold harmless AUTHORITY, its officials, officers, employees, representatives, and agents, from and against all claims, lawsuits, liabilities or damages of whatsoever nature arising out of or in connection with, or relating in any manner to any act or omission of CONTRACTOR, its agents, employees, and subcontractors of any tier and employees thereof in connection with the performance or non-performance of this Agreement. The CONTRACTOR shall thoroughly investigate any and all claims and indemnify the AUTHORITY and do whatever is necessary to protect the AUTHORITY, its officials, officers, employees, agents, and representatives as to any such claims lawsuits, liabilities, expenses, or damages.
  
6. INSURANCE. During the course of the Agreement, CONTRACTOR shall pay for and maintain, in full force and effect, all insurance required by any governmental agency having jurisdiction to require particular insurance of CONTRACTOR in connection with or related to the work covered hereby. CONTRACTOR shall further take out and shall furnish satisfactory proof by certificate or otherwise as may be required, that he has taken out comprehensive general liability insurance with AUTHORITY named herein as an additional insured. Insurance carrier shall be satisfactory to AUTHORITY, and insurance shall be in such form approved by AUTHORITY so as to protect AUTHORITY and its employees against loss from liability imposed by law from damages on account of bodily injury, including death resulting therefrom, suffered or alleged to have been suffered by any person or persons, other than employees, resulting directly or indirectly from the negligent performance or execution of this Agreement by CONTRACTOR or any subcontract with CONTRACTOR thereunder, and also to protect AUTHORITY and its employees against loss from liability imposed by law for damage to any property, caused directly or indirectly by the negligent performance or execution of the Agreement by CONTRACTOR; which insurance shall also cover accidents arising out of the use and operation of automobiles, trucks, and/or other mobile equipment. All said comprehensive liability and property damage insurance shall be for the period of performance under this Agreement. The amounts of coverage of said insurance shall not be less than the following:

Public Liability	\$1,000,000 single limit
Property Damage	\$1,000,000 single limit

Said policies shall have a non-cancellation clause providing that thirty (30) days written notice shall be given to AUTHORITY prior to any material modification or cancellation, and a certificate of such insurance shall be furnished to AUTHORITY by direct mail from CONTRACTOR's insurance carrier and shall specifically cover any contractual liability incurred hereunder. CONTRACTOR shall further maintain adequate Worker's Compensation Insurance, including occupational disease provisions, under the laws of the State of California and employer's general liability insurance for the benefit of its employees, and shall require similar insurance to be provided by its subcontractors. A certificate shall be furnished to AUTHORITY showing compliance with above.

7. AMENDMENTS. Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the Manager of the AUTHORITY.

8. TERMINATION - If, during the term of this contract, AUTHORITY determines that CONTRACTOR is not faithfully abiding by any term or condition contained herein, AUTHORITY may notify CONTRACTOR in writing of such defect or failure to perform; which notice must give CONTRACTOR five (5) working days thereafter in which to preaffirm said work or cure the deficiency. If CONTRACTOR has not performed the work or cured the deficiency within five (5) days specified in the notice, such shall constitute a breach of this contract and AUTHORITY may terminate this contract immediately by written notice to CONTRACTOR to said effect. In said event, CONTRACTOR shall be entitled to the reasonable value of its services performed from the beginning of the period in which the breach occurs up to the day it received AUTHORITY's notice of termination, minus any offset from such payment representing AUTHORITY's damages from such breach. AUTHORITY reserves the right to delay any such payment, to allow for a full and complete accounting of costs. In no event, however, shall CONTRACTOR be entitled to receive in excess of the compensation quoted in its bid.

9. COMPLETE AGREEMENT. This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.

10. PROHIBITED EMPLOYMENT DISCRIMINATION. In the performance of the terms of this Agreement, CONTRACTOR agrees that it will not engage in, nor permit such subcontractors as it may employ to engage in, discrimination in employment of persons in violation of Labor Code Section 1735, which reads as follows:

A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all penalties imposed for a violation of this chapter.

Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

11. AUDIT. AUTHORITY shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to AUTHORITY as a condition precedent to any payment to CONTRACTOR.

12. NOTICE. All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

AUTHORITY

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

CONTRACTOR

Terra Renewal  
12812 Valley View St., Ste 9  
Garden Grove, CA 92845

13. PROTECTION OF EXISTING FACILITIES AND NON-INTERFERENCE WITH PLANT OPERATIONS. Contractor shall perform his duties in such a way that there will be no

damage done to existing facilities and all facilities shall be left in the condition they were in prior to the beginning of the contract. CONTRACTOR will also perform all work in such a way that there is no interference with plant operations.

14. AUTHORITY TO EXECUTE AGREEMENT. Both AUTHORITY and CONTRACTOR do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

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

ATTEST:

SAN ELIJO JOINT POWERS AUTHORITY

By: \_\_\_\_\_  
Michael T. Thornton, P.E., General Manager

SAN ELIJO JOINT POWERS AUTHORITY

By: \_\_\_\_\_  
Dave Roberts, Chair of the Board

CONTRACTOR

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_

COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (8 U.S.C. § 1324)

As a condition of submitting a bid for the Project, bidders are required to verify whether or not they have been fined or otherwise penalized within the past three (3) years for failing to obtain and/or maintain valid Employment Eligibility ("I-9") forms for employees pursuant to the Immigration Reform and Control Act of 1986 (the "Act"). The bidder shall check the appropriate box below, sign and date this page, and submit it to the San Elijo Joint Powers Authority (SEJPA) as part of his or her bid package.

Failure to properly submit this completed form shall result in the possible rejection of the bid as being non-responsive, in the SEJPA's sole discretion. In the event a bidder has been fined or otherwise penalized within the past three (3) years, the SEJPA reserves the right, in its sole discretion, to reject the bid as being non-responsive. In the event the SEJPA awards a contract to a bidder and subsequently discovers that the bidder was fined or otherwise penalized for failing to obtain and/or maintain valid I-9 forms within the past three (3) years and failed to disclose such information, the SEJPA shall have the right, in its sole discretion, to immediately terminate the contract and award the bid to the next lowest bidder, or re-bid the project. The SEJPA reserves the right to recover from the bidder any costs and/or damages sustained by the SEJPA as the result of having to terminate the bidder from the Project and/or re-award the contract due to the bidder's failure to disclose previous I-9 violations.

ALL BIDDERS MUST CHECK ONE OF THE BOXES BELOW AND SIGN:

- Within the past three (3) years, bidder HAS been fined or otherwise penalized for failing to obtain and/or maintain valid I-9 forms for its employees.
- Within the past three (3) years, bidder HAS NOT been fined or otherwise penalized for failing to obtain and/or maintain valid I-9 forms for its employees.

*Oliver Mendez*  
 Bidder's Signature  
Terra Renewal  
 Company  
5/28/09  
 Date

**SAN ELIJO JOINT POWERS AUTHORITY BID SUBMISSION FORM**  
**Annual Supply Contract for Provision of Biosolids Hauling and Reuse (Disposal) Services**  
**Specification Number SE2010-01**

TO: Michael T. Thornton, General Manager  
 San Elijo Joint Powers Authority  
 2695 Manchester Avenue  
 Cardiff by the Sea, CA 92007

Dated: 5/13/09

The undersigned declares that he/she has carefully examined specifications No. SE2010-01 accompanying the invitation to bid and is thoroughly familiar with the contents thereof; is authorized to represent the bidding firm; and proposed to provide services as follows:

Provision of approved Biosolids Hauling and Reuse (Disposal) Services, as outlined in the detailed specification, to the San Elijo Water Reclamation Facility for the period of July 1, 2009 to June 30, 2014.

<u>OPTION NO.</u>	<u>SITE</u>	<u>ITEM DESCRIPTION WITH PRICES WRITTEN IN WORDS</u>	<u>TOTAL FIGURES</u>
1	WRF	Guaranteed hauling and reuse (or disposal) of the digested and dewatered biosolids generated at the San Elijo WRF as per the detailed specification SE2010-01.  Price per wet ton for <u>Preferred</u> Reuse (Disposal) Site including hauling: <u>Forty-Two and 45/100</u> (In Words)	<u>\$ 42.45</u> (In Numbers)
		Annual price for <u>Preferred</u> Reuse (Disposal) Site (52 weeks x 2 pickups per week x average 21 wet tons per pickup): <u>Forty-Two and 45/100</u> (In Words)	<u>\$ 42.45</u> (In Numbers)

THE ONLY EXCEPTIONS FROM THE SPECIFICATIONS ARE:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature of Authorized Bidder Representative: Chris Marks  
 Name of Individual (Typed): Chris Marks Title: Manager  
 Firm Name: Terra Renewal  
 Address: 12812 Valley View St, Suite #9  
 City: Garden Grove State: CA Zip: 92845 Telephone: 714 799-0801

SAN ELIJO JOINT POWERS AUTHORITY  
STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES

Annual Contract for Provision of Biosolids Hauling and Reuse (Disposal) Services  
Specification Number SE2010-01

Number of years engaged in providing the supplies, equipment, or services included within the scope of the bid specifications under the present business name: 9.

List and describe fully the last three contracts performed by your firm which demonstrate your ability to provide the supplies, equipment, or services included with the scope of the bid specifications. Attach additional pages if required. The Authority reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: City of Oceanside  
Contact Individual: Paul Hojo Phone No.: (760) 435-5875  
Address: 300 N. Coast Highway, Oceanside, CA 92054  
Contract Amount: \$800,000 Year: 2001 to present  
Description of Supplies, Equipment, or Services Provided: Biosolids hauling and beneficial reuse for the San Luis Rey and La Salina WWTPs

Reference No. 2

Customer Name: Los Angeles County Sanitation District  
Contact Individual: Matt Bao Phone No.: (562) 699-7411 x 2809  
Address: 1955 Workman Mill Road, Whittier, CA 90601  
Contract Amount: \$1,500,000 Year: 2005 to present  
Description of Supplies, Equipment, or Services Provided: Biosolids hauling and beneficial reuse in Arizona

Reference No. 3

Customer Name: City of San Diego  
Contact Individual: Gerald Schreckengost Phone No.: (858) 614-4515  
Address: 5240 Convoy Street, San Diego, CA  
Contract Amount: \$1,200,000 Year: 2000 to present  
Description of Supplies, Equipment, or Services Provided: Biosolids hauling to landfill and to beneficial reuse sites in Arizona

  
\_\_\_\_\_  
Signature of Authorized Bidder Representative





## **7. Regulatory Requirements**

Attached are our company's regulatory approvals for land applying biosolids in Arizona. These approvals are in Solid Solutions', a Terra Renewal company, name.

Included with this proposal are the ADEQ registrations for Desert Ridge Farms, Norris Farms and Cullison Farms. Actual ADEQ approval of SEJPA's biosolids to these sites shall be received after lab results are submitted to ADEQ. To meet ADEQ regulations, SEJPA will need to have all required lab analyses performed by an Arizona certified laboratory.



Janet Napolitano  
Governor

# ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007  
(602) 771-2300 • www.azdeq.gov



Stephen A. Owens  
Director

## Notice of Acceptance Biosolids Application Registration

November 21, 2006

Mr. Chris Marks  
Solid Solutions LLC  
12340 Seal Beach Blvd. #B-383  
Seal Beach, CA 90740

Re: Desert Ridge Farms Biosolids Application Registration

Dear Registrant:

The Arizona Department of Environmental Quality received supplemental information concerning the above-referenced request for registration on 21 November 2006. Upon reviewing this material, ADEQ has determined under A.A.C. 18-9-1004 that your submittal is complete. Your registration is accepted. Please be advised that this registration is valid only for biosolids generated by the Riverside, San Bernardino or LACSD WWTP's, to be land-applied only at the fields that are now registered, identified as follows on the attached map:

Fields K through X, Solid Solutions ID # YM 6-11 through YM6-23

As the registered land applicator you are required to comply with all applicable provisions as established in A.A.C. Title 18, Chapter 9, Article 10, titled "Disposal, Use, and Transportation of Biosolids", for each land application site. Your annual report is due on or before February 19 of next year (A.A.C. 18-9-1014). Required forms and more information on land application of biosolids in Arizona can be found on the following site:  
<http://www.azdeq.gov/function/forms/appswater.html#bio>.

Please contact me at (602) 207-7017 if you have questions regarding this Notice or the status of your registration.

Sincerely,

Acting Biosolids Coordinator  
Water Quality Compliance Assurance Unit

cc: Marcia Colquitt, Unit Manager

Northern Regional Office  
1801 W. Route 66 • Suite 117 • Flagstaff, AZ  
86001

Southern Regional Office  
400 West Congress Street • Suite 433 • Tucson, AZ  
85701



**ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY**  
**Water Quality Compliance Section**  
 1110 W. Washington Street, MO5415B-1  
 Phoenix, Arizona 85007  
 602-771-4612 (voicemail 602-771-4505 (fax))

**BIOSOLIDS LAND APPLICATION AND SUPPLEMENTAL REQUEST  
 FOR REGISTRATION\*\***

**APPLICATOR INFORMATION**

Name of Company or Individuals: Solid Solutions, L.L.C. Telephone: 760-434-0003 Fax: 760-434-0004  
 Address: 12340 Seal Beach Blvd., Suite # B-383  
 City: Seal Beach State: CA Zip: 90740  
 Contact Person: Chris Marks \*\*\*\*\*Email: cmarks@solidstech.com  
 NPDES Permit # (if applicable) Other Permits: Specify #  
 Are you an:  Individual or  Corporation/Association/Labor Union/Other Legal Entity

**GENERATOR/PREPARER OF BIOSOLIDS**

FACILITY TYPE	<input checked="" type="checkbox"/> WWTP	<input type="checkbox"/> COMPOSTER	<input type="checkbox"/> BIOSOLIDS PROCESSING	<input type="checkbox"/> PUBLIC/PRIVATE
---------------	------------------------------------------	------------------------------------	-----------------------------------------------	-----------------------------------------

Name of Company/Individuals: City of Riverside Telephone: 909-351-6140  
 Address: 5950 Acom St  
 City: Riverside State: CA Zip: 92522  
 Contact Person: Bill Pounds Telephone: 909-351-6140  
 NPDES #: (if applicable) State Equivalent Specify #:  
 Pathogen Treatment Alternative  Class A - Alternative # \_\_\_\_\_  Class B - Alternative # 5  
 Vector Treatment Method: Option \_\_\_\_\_ Check here if you produce EQB.  EQB

**BIOSOLIDS METAL CONTENT IN Mg/Kg ON DRY WEIGHT BASIS (attach analytical report)**

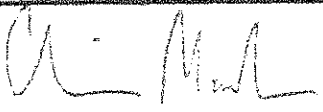
As = ND	Cd = ND	Cr = 37	Cu = 840	Pb = 29
Hg = 1.2	Mo = 21	Ni = 22	Se = ND	Zn = 980

NAME OF LABORATORY UTILIZED: Del Mar Analytical (Test America)  
 DATE AND NUMBER OF MOST RECENT SAMPLES: 10/12/2006

\*\*ADEQ review of your application is subject to Licensing time frames (LTF) statute under A.R.S. 41-2072 through 41-1079 and the licensing time frames rules under A.A.C. R18-1-501 through R18-1-525. The review time is 15 days.

**NOTE TO APPLICATORS:**

- A person shall not apply bulk biosolids to the land if the biosolids are likely to adversely affect a threatened or endangered species as listed under section 4 of the Endangered Species Act (16 U.S.C 1533), or its designated critical habitat defined in 16 U.S.C. 1532. ADEQ encourages applicators to inquire with the U.S. Fish and Wildlife Service to determine if the proposed application may have an adverse affect.
- Applicators should contact the Arizona State Parks Board to confirm that biosolids land application activities at a specific site do not adversely effect "historic properties."

SITE SPECIFIC INFORMATION FOR APPLICATION SITE (complete for each site)				
Name of Company or Individuals: Desert Ridge Farms		Telephone: 928-314-3251		
Address: 2585 E. Co. 19 <sup>th</sup> St.				
City: Yuma		State: AZ	Zip: 85365	
Contact Person: Steve Redger		Telephone: 928-314-3251		
Site Location Cross streets/landmarks: E County 19 <sup>th</sup> Street & Ave 3E				
Directions To Site: I-8 East, Exit Ave 3E and head south, Right on County 19 <sup>th</sup> Street, Farm located south of County 19 <sup>th</sup> St.				
Nearest City or Town: Yuma		County: Yuma		
Description of Site: <input type="checkbox"/> Reclamation Site <input checked="" type="checkbox"/> Farm <input type="checkbox"/> Other: _____ includes composting site or biosolids processing site				
Township: 10S		Range: 23W	Section: 26, 27, 33, 34, 35	
Total Acres: 3720		Depth to Groundwater: 50 ft		
Field ID: YM 6-1	Latitude: 32 31' 09"N	Longitude: 114 37' 37"W	No. of Acres: 80	
Field ID: YM 6-2	Latitude: 32 31' 09"N	Longitude: 114 37' 03"W	No. of Acres: 80	
Field ID: YM 6-3	Latitude: 32 31' 24"N	Longitude: 114 36' 40"W	No. of Acres: 120	
Field ID: YM 6-4	Latitude: 32 30' 58"N	Longitude: 114 36' 40"W	No. of Acres: 116	
Field ID: YM 6-5	Latitude: 32 31' 35"N	Longitude: 114 36' 03"W	No. of Acres: 116	
<b>SOIL METAL CONTENT IN Mg/Kg ON DRY WEIGHT BASIS</b> *Soil analysis is only required if site had previously received biosolids and sludge application records are not available.				
* Attach soil analysis, if required above	As = 2.9	Cd = ND	Cu = 4.7	Pb = 3.4
	Hg = ND	Ni = 5.4	Se = ND	Zn = 14
SLOPE: Check the applicable condition:	<input checked="" type="checkbox"/> None of the fields have a slope greater than 6%.			
	<input type="checkbox"/> The slope is greater than 6% on part of the site, biosolids will not be applied to that portion.			
	<input type="checkbox"/> The slope is greater than 6% and NPDES Permit No. _____ applies to the site.			
PUBLIC NOTICE: 2 weeks required		<input type="checkbox"/> Proof of Public Notice with the Request for Registration is attached		
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND TRUE TO THE BEST OF MY KNOWLEDGE.				
 SIGNATURE		Operations Manager TITLE		
		Nov. 9, 2006 DATE		

ADDITIONAL FIELDS

Field ID: YM 6-6	Latitude: 32° 31' 10"N	Longitude: 114° 36' 05" W	No. of Acres: 120
Field ID: YM 6-7	Latitude: 32° 30' 42"N	Longitude: 114° 36' 05" W	No. of Acres: 120
Field ID: YM 6-8	Latitude: 32° 31' 24"N	Longitude: 114° 35' 37" W	No. of Acres: 120
Field ID: YM 6-9	Latitude: 32° 30' 58"N	Longitude: 114° 35' 37" W	No. of Acres: 120
Field ID: YM 6-10	Latitude: 32° 30' 32"N	Longitude: 114° 35' 37" W	No. of Acres: 120
Field ID: YM 6-11	Latitude: 32° 31' 31"N	Longitude: 114° 35' 01" W	No. of Acres: 120
Field ID: YM 6-12	Latitude: 32° 31' 11"N	Longitude: 114° 35' 01" W	No. of Acres: 120
Field ID: YM 6-13	Latitude: 32° 30' 44"N	Longitude: 114° 35' 01" W	No. of Acres: 120
Field ID: YM 6-14	Latitude: 32° 30' 17"N	Longitude: 114° 35' 01" W	No. of Acres: 120
Field ID: YM 6-15	Latitude: 32° 31' 26"N	Longitude: 114° 34' 36" W	No. of Acres: 120
Field ID: YM 6-16	Latitude: 32° 30' 56"N	Longitude: 114° 34' 36" W	No. of Acres: 120
Field ID: YM 6-17	Latitude: 32° 30' 33"N	Longitude: 114° 34' 36" W	No. of Acres: 120
Field ID: YM 6-18	Latitude: 32° 30' 12"N	Longitude: 114° 34' 36" W	No. of Acres: 120
Field ID: YM 6-19	Latitude: 32° 31' 41"N	Longitude: 114° 34' 04" W	No. of Acres: 120
Field ID: YM 6-20	Latitude: 32° 31' 26"N	Longitude: 114° 34' 00" W	No. of Acres: 120
Field ID: YM 6-21	Latitude: 32° 30' 54"N	Longitude: 114° 34' 00" W	No. of Acres: 120
Field ID: YM 6-22	Latitude: 32° 30' 34"N	Longitude: 114° 34' 00" W	No. of Acres: 120
Field ID: YM 6-23	Latitude: 32° 31' 09"N	Longitude: 114° 34' 00" W	No. of Acres: 120
Field ID: YM 6-24	Latitude: 32° 32' 56"N	Longitude: 114° 36' 39" W	No. of Acres: 120
Field ID: YM 6-25	Latitude: 32° 32' 28"N	Longitude: 114° 36' 39" W	No. of Acres: 120
Field ID: YM 6-26	Latitude: 32° 31' 09"N	Longitude: 114° 36' 39" W	No. of Acres: 120
Field ID: YM 6-27	Latitude: 32° 32' 24"N	Longitude: 114° 36' 06" W	No. of Acres: 120
Field ID: YM 6-28	Latitude: 32° 32' 56"N	Longitude: 114° 35' 37" W	No. of Acres: 120
Field ID: YM 6-29	Latitude: 32° 32' 28"N	Longitude: 114° 35' 37" W	No. of Acres: 120
Field ID: YM 6-30	Latitude: 32° 32' 56"N	Longitude: 114° 35' 03" W	No. of Acres: 120
Field ID: YM 6-31	Latitude: 32° 32' 28"N	Longitude: 114° 35' 03" W	No. of Acres: 120

114°37'00" W

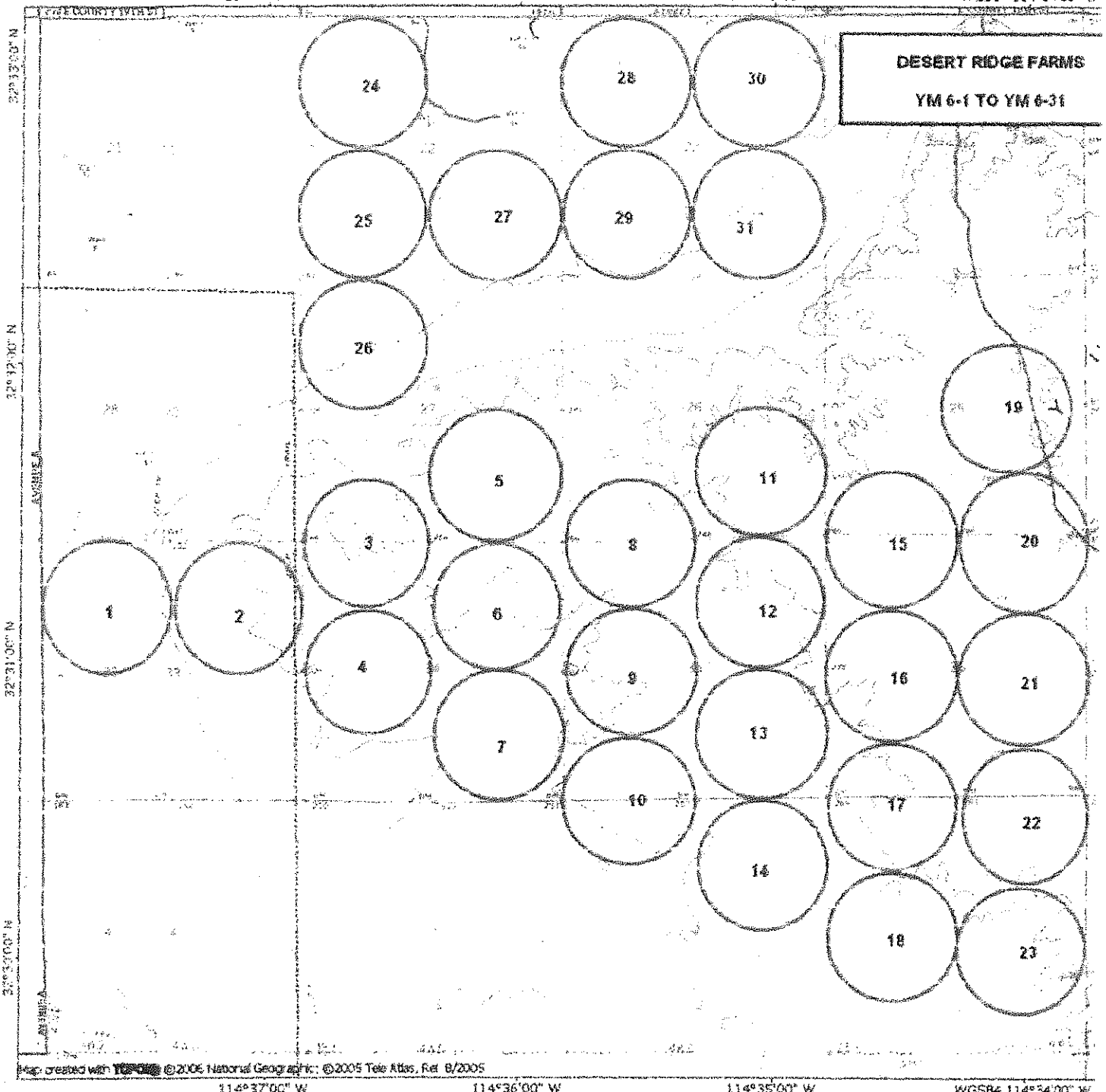
114°35'00" W

114°33'00" W

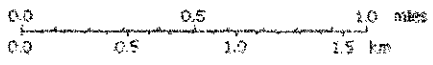
WGS84 114°34'00" W

**DESERT RIDGE FARMS**

**YM 6-1 TO YM 6-31**



**NATIONAL  
GEOGRAPHIC**



114°37'00" W

114°36'00" W

114°35'00" W

WGS84 114°34'00" W



# ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY



1111 West Washington Street • Phoenix, Arizona 85007  
(602) 968-2800 • www.adeq.state.az.us

June 7, 2005

Chris Marks  
Solids Solutions LLC  
214 Main Street, Suite 303  
El Segundo, CA 90245

Dear Mr. Marks:

Reference/LTF #not required

The Arizona Department of Environmental Quality (ADEQ) received your June 7, 2005 request to add an additional generator for biosolids land application at Norris Farms in Artec, Arizona.

Generators approved for this site are: Los Angeles County Sanitation District - Carson Plant WWTP, Oceanside WWTP (San Luis Rey and La Salinas); City of Blythe WWTP, City of San Diego WWTP (Point Loma and Metro Biosolid Center in Miramar), Orange County Sanitation District #1 and #2, City of Riverside WWTP and Carter Pendleton WWTP.

Those fields registered are: YM1-1, YM1-2, YM1-3, YM1-4, YM1-5, YM1-6, YM1-7, YM1-8, YM1-15 through YM1-20.

Please be advised that you, as the registered land applicator are required to comply with A.A.C. R18-9-1013(B)(12) and other applicable provisions established in A.A.C. Title 18, Chapter 9, Article 10, titled "Disposal, Use, and Transportation of Biosolids", for each land application site.

If you have any questions regarding this letter, please contact me at (602) 771-4612 or toll free at: (800) 234-5677 Ext. 771-4612.

Sincerely,

Diane F. Reed  
State Biosolids Coordinator  
Water Quality Compliance Section

Northern Regional Office  
1135 East Linda Avenue • Suite 1 • Flagstaff, AZ 86004  
(928) 779-6373

Southern Regional Office  
400 West Congress Street • Suite 433 • Tucson, AZ 85701  
(520) 628-6131

Printed on recycled paper



**ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY**  
**Water Quality Compliance Section**  
**1110 W. Washington Street, MO5415B-1**  
**Phoenix, Arizona 85007**  
**602-771-4612 (voicemail 602-771-4505 (fax))**

**BIOSOLIDS LAND APPLICATION AND SUPPLEMENTAL REQUEST  
FOR REGISTRATION\*\***

**APPLICATOR INFORMATION**

Name of Company or Individuals: Solid Solutions, L.L.C. Telephone: 760-801-3175 Fax: 714-799-0140

Address: 12340 Seal Beach Blvd., Suite # B-383

City: Seal Beach State: CA Zip: 90740

Contact Person: Chris Marks \*\*\*\*\*Email: cmarks@solidstech.com

NPDES Permit # (if applicable) Other Permits: Specify #

Are you an:  Individual or  Corporation/Association/Labor Union/Other Legal Entity

**GENERATOR/PREPARER OF BIOSOLIDS**

FACILITY TYPE	<input checked="" type="checkbox"/> WWTP	<input type="checkbox"/> COMPOSTER	<input type="checkbox"/> BIOSOLIDS PROCESSING	<input type="checkbox"/> PUBLIC/PRIVATE
---------------	------------------------------------------	------------------------------------	-----------------------------------------------	-----------------------------------------

Name of Company/Individuals: LACSD -- Carson WWTP Telephone: 562-699-7411

Address: 24501 S. Figueroa

City: Carson State: CA Zip: 90745

Contact Person: Karen Soares Telephone: 562-699-7411

NPDES #: (if applicable) State Equivalent Specify #:

Pathogen Treatment Alternative  Class A - Alternative # \_\_\_\_\_  Class B - Alternative # 5

Vector Treatment Method: Option 1 Check here if you produce EQB.  EQB

**BIOSOLIDS METAL CONTENT IN Mg/Kg ON DRY WEIGHT BASIS (attach analytical report)**

As = 7.8	Cd = 14	Cr = 120	Cu = 240	Pb = 25
Hg = 1.5	Mo = 20	Ni = 48	Se = 28	Zn = 610

NAME OF LABORATORY UTILIZED: Columbia

DATE AND NUMBER OF MOST RECENT SAMPLES:

\*\*ADEQ review of your application is subject to Licensing time frames (LTF) statue under A.R.S. 41-2072 through 41-1079 and the licensing time frames rules under A.A.C. R18-1-501 through R18-1-525. The review time is 15 days.

**NOTE TO APPLICATORS:**

- A person shall not apply bulk biosolids to the land if the biosolids are likely to adversely affect a threatened or endangered species as listed under section 4 of the Endangered Species Act (16 U.S.C 1553), or its designated critical habitat defined in 16 U.S.C. 1532. ADEQ encourages applicators to inquire with the U.S. Fish and Wildlife Service to determine if the proposed application may have an adverse affect.
- Applicators should contact the Arizona State Parks Board to confirm that biosolids land application activities at a specific site do not adversely effect "historic properties."



**SITE SPECIFIC INFORMATION FOR APPLICATION SITE (complete for each site)**

Name of Company or Individuals: **Norris Farms** Telephone: (602) 768-0317

Address: **805 Eason**

City: **Buckeye** State: **AZ** Zip: **85326**

Contact Person: **Jon Warkomski** Telephone: (602) 768-0317

Site Location  
Cross streets/landmarks: **I-8 and Exit 73**

Directions  
To Site: **I-8 East, Exit at Exit 73 Aztec. Proceed South of dairy**

Nearest City or Town **Dateland** County: **Yuma**

Description of Site:  
 Reclamation Site  **Farm**  
 Other: \_\_\_\_\_ includes composting site or biosolids processing site

Township: **7S** Range: **12W** Section: **i3, 18, 19, 20, 24**

Total Acres: **1084.85** Depth to Groundwater: **70** ft

Field ID: <b>YM 1-1</b>	Latitude: <b>32 48' 58"N</b>	Longitude: <b>113 27' 10"W</b>	No. of Acres: <b>68.37</b>
Field ID: <b>YM 1-2</b>	Latitude: <b>32 48' 58"N</b>	Longitude: <b>113 27' 00"W</b>	No. of Acres: <b>74.45</b>
Field ID: <b>YM 1-3</b>	Latitude: <b>32 48' 58"N</b>	Longitude: <b>113 26' 49"W</b>	No. of Acres: <b>80.23</b>
Field ID: <b>YM 1-4</b>	Latitude: <b>32 49' 02"N</b>	Longitude: <b>113 26' 14"W</b>	No. of Acres: <b>87.04</b>
Field ID: <b>YM 1-5</b>	Latitude: <b>32 48' 56"N</b>	Longitude: <b>113 26' 14"W</b>	No. of Acres: <b>102.37</b>

**SOIL METAL CONTENT IN Mg/Kg ON DRY WEIGHT BASIS**

\*Soil analysis is only required if site had previously received biosolids and sludge application records are not available.

\* Attach soil analysis, if required above

As =	Cd =	Cu =	Pb =
Hg =	Ni =	Se =	Zn =

SLOPE: Check the applicable condition:

None of the fields have a slope greater than 6%.

The slope is greater than 6% on part of the site, biosolids will not be applied to that portion.

The slope is greater than 6% and NPDES Permit No. \_\_\_\_\_ applies to the site.

PUBLIC NOTICE: 2 weeks required  Proof of Public Notice with the Request for Registration is attached

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND TRUE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE	TITLE	DATE
-----------	-------	------

ADDITIONAL FIELDS

Field ID: YM 1-6	Latitude: 32 48' 44"N	Longitude: 113 26' 14"W	No. of Acres: 99.27
Field ID: YM 1-7	Latitude: 32 48' 36"N	Longitude: 113 26' 14"W	No. of Acres: 60.79
Field ID: YM 1-8	Latitude: 32 48' 30"N	Longitude: 113 26' 14"W	No. of Acres: 73.91
Field ID: YM 1-15	Latitude: 32 48' 36"N	Longitude: 113 25' 29"W	No. of Acres: 51.27
Field ID: YM 1-16	Latitude: 32 48' 36"N	Longitude: 113 25' 47"W	No. of Acres: 50.50
Field ID: YM 1-17	Latitude: 32 48' 28"N	Longitude: 113 25' 29"W	No. of Acres: 49.99
Field ID: YM 1-18	Latitude: 32 48' 28"N	Longitude: 113 25' 47"W	No. of Acres: 49.24
Field ID: YM 1-19	Latitude: 32 48' 19"N	Longitude: 113 25' 29"W	No. of Acres: 49.53
Field ID: YM 1-20	Latitude: 32 48' 19"N	Longitude: 113 25' 47"W	No. of Acres: 47.89
Field ID: YM 1-D1	Latitude: 32 48' 19"N	Longitude: 113 26' 36"W	No. of Acres: 35.0
Field ID: YM 1-D2	Latitude: 32 48' 19"N	Longitude: 113 26' 23"W	No. of Acres: 35.0
Field ID: YM 1-D3	Latitude: 32 48' 19"N	Longitude: 113 26' 07"W	No. of Acres: 35.0
Field ID: YM 1-D4	Latitude: 32 48' 19"N	Longitude: 113 25' 51"W	No. of Acres: 35.0
Field ID: YM 1-10A	Latitude: 32 48' 10"N	Longitude: 113 26' 40"W	No. of Acres: 50.8
Field ID: YM 1-10B	Latitude: 32 48' 10"N	Longitude: 113 26' 01"W	No. of Acres: 52.1
Field ID: YM 1-10C	Latitude: 32 48' 10"N	Longitude: 113 25' 38"W	No. of Acres: 26.4
Field ID: YM 1-10D	Latitude: 32 48' 10"N	Longitude: 113 25' 22"W	No. of Acres: 26.5
Field ID: YM 1-11A	Latitude: 32 48' 03"N	Longitude: 113 26' 40"W	No. of Acres: 49.9
Field ID: YM 1-11B	Latitude: 32 48' 03"N	Longitude: 113 26' 01"W	No. of Acres: 51.1
Field ID: YM 1-11C	Latitude: 32 48' 03"N	Longitude: 113 25' 38"W	No. of Acres: 26.0
Field ID: YM 1-11D	Latitude: 32 48' 03"N	Longitude: 113 25' 22"W	No. of Acres: 26.0
Field ID: YM 1-12A	Latitude: 32 47' 53"N	Longitude: 113 26' 40"W	No. of Acres: 46.9
Field ID: YM 1-12B	Latitude: 32 47' 53"N	Longitude: 113 26' 01"W	No. of Acres: 47.2
Field ID: YM 1-12C	Latitude: 32 47' 53"N	Longitude: 113 25' 38"W	No. of Acres: 24.5
Field ID: YM 1-12D	Latitude: 32 47' 53"N	Longitude: 113 25' 22"W	No. of Acres: 24.5

113-450017 W

113-450017 W

113-450017 W

113-450017 W

113-450017 W

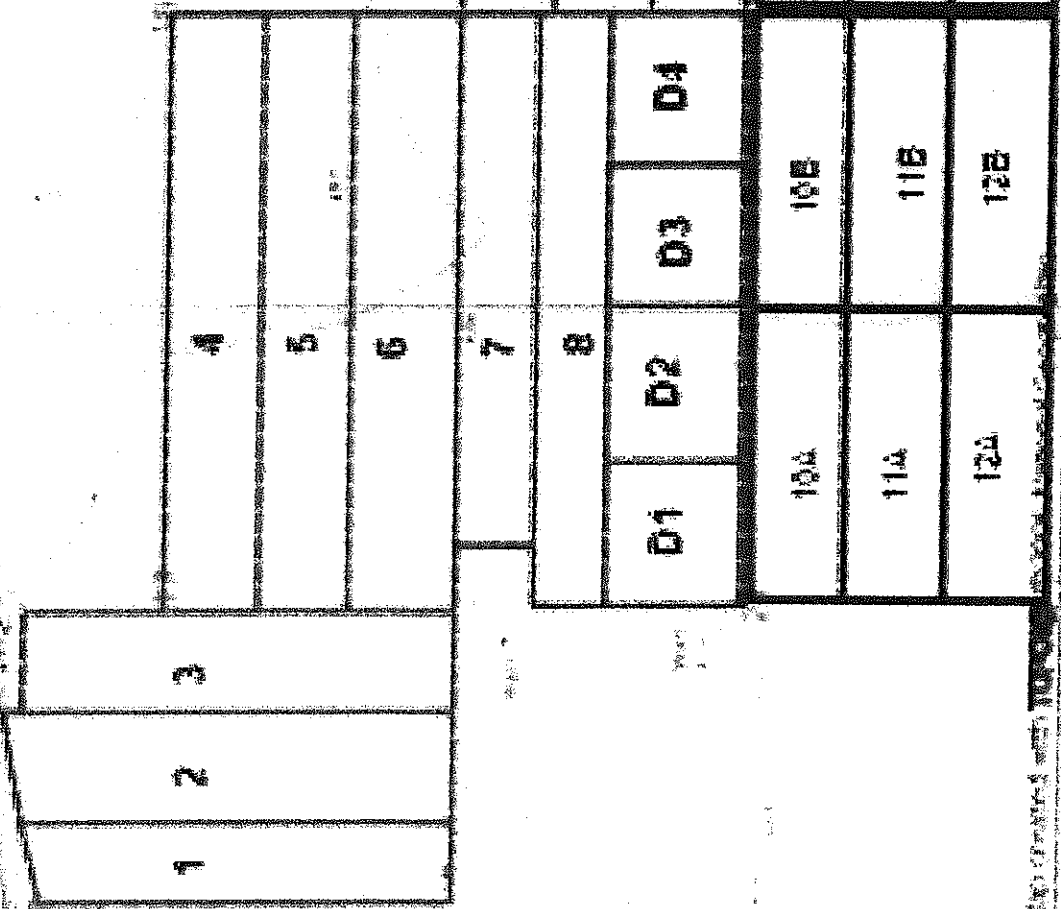
113-450017 W

113-450017 W

113-450017 W

113-450017 W

**NORRIS FARMS**  
**AZTEC FIELDS**  
 YM 1-1 to YM 1-8 and YM 1-15 to YM 1-20  
 YM 1-D1 to YM 1-D4  
 YM 1-10A to YM 1-12D



113-450017 W

113-450017 W

113-450017 W

113-450017 W

**NATIONAL  
 GEOGRAPHIC**

0.0  
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 1.0  
 1.5  
 2.0

0.5 miles

1.0 miles

1.5 miles

2.0 miles

2.5 miles

3.0 miles

3.5 miles

4.0 miles



113-450017 W



**ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY**  
**Water Quality Compliance Section**  
**1110 W. Washington Street, MO5415B-1**  
**Phoenix, Arizona 85007**  
**602-771-4612 (voicemail 602-771-4505 (fax))**

**BIOSOLIDS LAND APPLICATION AND SUPPLEMENTAL REQUEST  
FOR REGISTRATION\*\***

**APPLICATOR INFORMATION**

Name of Company or Individuals: Solid Solutions, L.L.C.

Telephone: 760-801-3175  
Fax: 714-799-0140

Address: 12812 Valley View Street. Suite 9

City: Garden Grove

State: CA Zip: 92845

Contact Person: Chris Marks

\*\*\*\*Email: chrisamarks@comcast.net

NPDES Permit # (if applicable)

Other Permits: Specify #

Are you an:  Individual or  Corporation/Association/Labor Union/Other Legal Entity

**GENERATOR/PREPARER OF BIOSOLIDS**

FACILITY TYPE

WWTP

COMPOSTER

BIOSOLIDS PROCESSING

PUBLIC/PRIVATE

Name of Company/Individuals: Inland Empire Utility Agency – RP-1

Telephone: 909-947-4131

Address: 2450 E. Philadelphia St.

City: Ontario

State: CA Zip: 91761

Contact Person: Jeff Ziegenbein

Telephone: 909-993-1981

NPDES #:  
(if applicable)

State Equivalent  
Specify #:

Pathogen Treatment Alternative Class A – Alternative # \_\_\_\_\_  Class B - Alternative # 1

Vector Treatment Method: Option 1 Check here if you produce EQB. EQB

**BIOSOLIDS METAL CONTENT IN Mg/Kg ON DRY WEIGHT BASIS (attach analytical report)**

As = 5.6

Cd = 1.1

Cr = 48

Cu = 396

Pb = 16

Hg = 1.2

Mo = 12

Ni = 23

Se = 8.1

Zn = 867

NAME OF LABORATORY UTILIZED: Test America

DATE AND NUMBER OF MOST RECENT SAMPLES: 11/19/2008

\*\*ADEQ review of your application is subject to Licensing time frames (LTF) statute under A.R.S. 41-2072 through 41-1079 and the licensing time frames rules under A.A.C. R18-1-501 through R18-1-525. The review time is 15 days.

**NOTE TO APPLICATORS:**

- A person shall not apply bulk biosolids to the land if the biosolids are likely to adversely affect a threatened or endangered species as listed under section 4 of the Endangered Species Act (16 U.S.C 1553), or its designated critical habitat defined in 16 U.S.C. 1532. ADEQ encourages applicators to inquire with the U.S. Fish and Wildlife Service to determine if the proposed application may have an adverse affect.
- Applicators should contact the Arizona State Parks Board to confirm that biosolids land application activities at a specific site do not adversely effect "historic properties."

**SITE SPECIFIC INFORMATION FOR APPLICATION SITE (complete for each site)**

Name of Company or Individuals: **Cullison Farms** Telephone: (928) 941-2050

Address: **P.O. Box 204**

City: **Wellton** State: **AZ** Zip: **85356**

Contact Person: **Greg Cullison** Telephone: (928) 941-2050

Site Location  
Cross streets/landmarks: **Between Ave 27E and 32 E, North of County 10<sup>th</sup> Ave: Aztec I-8 and Spot Road**

Directions  
To Site: **I-8 exit Spot Road, proceed south to fields on the east of spot road**

Nearest City or Town **Wellton, Aztec** County: **Yuma**

Description of Site:  
 Reclamation Site  **Farm**  
 Other: \_\_\_\_\_ includes composting site or biosolids processing site

Township: **8 South** Range: **18 W** Section: **: 1, 12, 14**

Total Acres: **2601** Depth to Groundwater: **70** ft

Field ID: <b>YM 2-151</b>	Latitude: <b>32° 43' 50"N</b>	Longitude: <b>114° 5' 52W</b>	No. of Acres: <b>50</b>
Field ID: <b>YM 2-152</b>	Latitude: <b>32° 44' 5"N</b>	Longitude: <b>114° 5' 31"W</b>	No. of Acres: <b>35</b>
Field ID: <b>YM 2-153</b>	Latitude: <b>32° 43' 50"N</b>	Longitude: <b>114° 5' 31"W</b>	No. of Acres: <b>45</b>
Field ID: <b>YM 2-161</b>	Latitude: <b>32° 43' 45"N</b>	Longitude: <b>114° 6' 50"W</b>	No. of Acres: <b>64</b>
Field ID: <b>YM 2-162</b>	Latitude: <b>32° 43' 26"N</b>	Longitude: <b>114° 7' 20"W</b>	No. of Acres: <b>101</b>

**SOIL METAL CONTENT IN Mg/Kg ON DRY WEIGHT BASIS**

\*Soil analysis is only required if site had previously received biosolids and sludge application records are not available.

\* Attach soil analysis, if required above

As =	Cd =	Cu =	Pb =
Hg =	Ni =	Se =	Zn =

SLOPE: Check the applicable condition:

None of the fields have a slope greater than 6%.

The slope is greater than 6% on part of the site, biosolids will not be applied to that portion.

The slope is greater than 6% and NPDES Permit No. \_\_\_\_\_ applies to the site.

PUBLIC NOTICE: 2 weeks required  Proof of Public Notice with the Request for Registration is attached

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND TRUE TO THE BEST OF MY KNOWLEDGE.

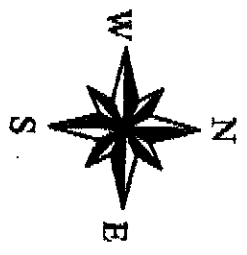
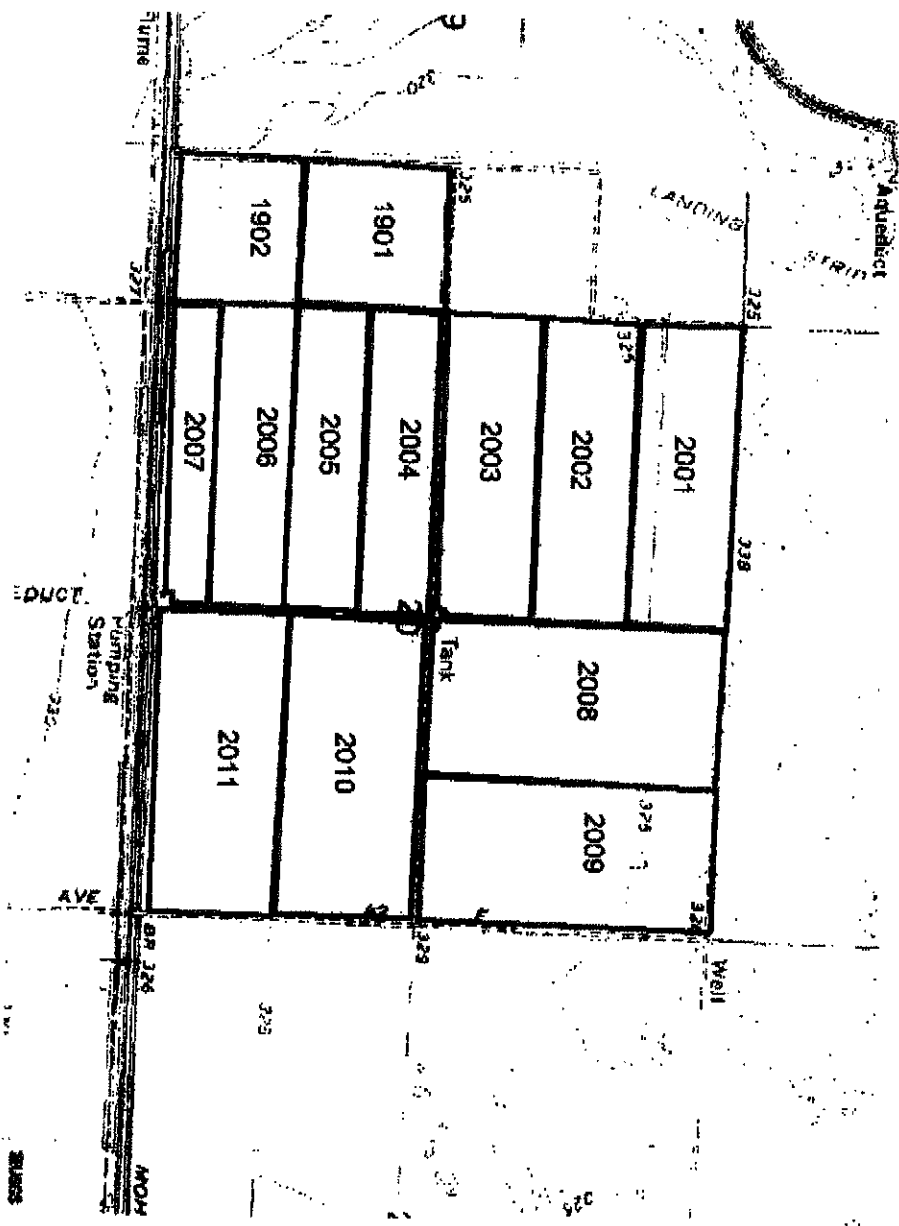
SIGNATURE	TITLE:	12/16/08 DATE:
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ADDITIONAL FIELDS

Field ID: YM 2-201	Latitude: 32° 43' 8"N	Longitude: 114° 8' 11"W	No. of Acres: 28
Field ID: YM 2-202	Latitude: 32° 43' 8"N	Longitude: 114° 7' 54"W	No. of Acres: 22
Field ID: YM 2-203	Latitude: 32° 43' 15"N	Longitude: 114° 7' 34"W	No. of Acres: 10
Field ID: YM 2-204	Latitude: 32° 30' 58"N	Longitude: 114° 7' 34"W	No. of Acres: 25
Field ID: YM 2-205	Latitude: 32° 43' 0"N	Longitude: 114° 7' 34"W	No. of Acres: 25
Field ID: YM 2-206	Latitude: 32° 42' 54.7"N	Longitude: 114° 7' 34"W	No. of Acres: 40
Field ID: YM 2-211	Latitude: 32° 43' 4"N	Longitude: 114° 7' 26"W	No. of Acres: 40
Field ID: YM 2-212	Latitude: 32° 43' 4"N	Longitude: 114° 7' 18"W	No. of Acres: 40
Field ID: YM 2-213	Latitude: 32° 43' 4"N	Longitude: 114° 7' 11"W	No. of Acres: 40
Field ID: YM 2-214	Latitude: 32° 43' 4"N	Longitude: 114° 7' 3"W	No. of Acres: 40
Field ID: YM 2-215	Latitude: 32° 42' 41"N	Longitude: 114° 6' 52"W	No. of Acres: 40
Field ID: YM 2-216	Latitude: 32° 42' 41"N	Longitude: 114° 6' 46"W	No. of Acres: 40
Field ID: YM 2-217	Latitude: 32° 42' 41"N	Longitude: 114° 6' 37"W	No. of Acres: 40
Field ID: YM 2-218	Latitude: 32° 42' 41"N	Longitude: 114° 6' 30"W	No. of Acres: 40
Field ID: YM 2-251	Latitude: 32° 42' 2"N	Longitude: 114° 9' 38"W	No. of Acres: 40
Field ID: YM 2-281	Latitude: 32° 42' 19"N	Longitude: 114° 7' 18"W	No. of Acres: 40
Field ID: YM 2-282	Latitude: 32° 42' 7"N	Longitude: 114° 7' 18"W	No. of Acres: 40
Field ID: YM 2-283	Latitude: 32° 42' 7"N	Longitude: 114° 7' 4"W	No. of Acres: 40
Field ID: YM 2-301	Latitude: 32° 42' 16"N	Longitude: 114° 9' 24"W	No. of Acres: 28
Field ID: YM 2-302	Latitude: 32° 42' 16"N	Longitude: 114° 9' 4"W	No. of Acres: 38
Field ID: YM 2-303	Latitude: 32° 42' 16"N	Longitude: 114° 8' 54"W	No. of Acres: 40
Field ID: YM 2-304	Latitude: 32° 42' 16"N	Longitude: 114° 8' 39"W	No. of Acres: 40
Field ID: YM 2-305	Latitude: 32° 42' 16"N	Longitude: 114° 9' 24"W	No. of Acres: 40
Field ID: YM 2-306	Latitude: 32° 42' 16"N	Longitude: 114° 9' 4"W	No. of Acres: 40
Field ID: YM 2-307	Latitude: 32° 42' 16"N	Longitude: 114° 8' 54"W	No. of Acres: 40
Field ID: YM 2-308	Latitude: 32° 42' 16"N	Longitude: 114° 8' 39"W	No. of Acres: 40
Field ID: YM 2-309	Latitude: 32° 41' 51"N	Longitude: 114° 8' 54"W	No. of Acres: 40
Field ID: YM 2-351	Latitude: 32° 41' 11"N	Longitude: 114° 11' 11"W	No. of Acres: 44
Field ID: YM 2-219	Latitude: 32° 42' 41"N	Longitude: 114° 7' 25"W	No. of Acres: 38
Field ID: YM 2-220	Latitude: 32° 42' 41"N	Longitude: 114° 7' 2"W	No. of Acres: 40
Field ID: YM 2-221	Latitude: 32° 41' 56"N	Longitude: 114° 7' 25"W	No. of Acres: 40
Field ID: YM 2-222	Latitude: 32° 41' 56"N	Longitude: 114° 7' 2"W	No. of Acres: 40
Field ID: YM 2-1901	Latitude: 32° 25' 41"N	Longitude: 113° 33' 46"W	No. of Acres: 40
Field ID: YM 2-1902	Latitude: 32° 25' 35"N	Longitude: 113° 33' 46"W	No. of Acres: 40

Field ID: YM 2-2001	Latitude: 32° 25' 55"N	Longitude: 113° 33' 32"W	No. of Acres: 53
Field ID: YM 2-2002	Latitude: 32° 25' 54"N	Longitude: 113° 33' 32"W	No. of Acres: 53
Field ID: YM 2-2003	Latitude: 32° 25' 49"N	Longitude: 113° 33' 32"W	No. of Acres: 53
Field ID: YM 2-2004	Latitude: 32° 25' 44"N	Longitude: 113° 33' 32"W	No. of Acres: 45
Field ID: YM 2-2005	Latitude: 32° 25' 40"N	Longitude: 113° 33' 32"W	No. of Acres: 45
Field ID: YM 2-2006	Latitude: 32° 25' 37"N	Longitude: 113° 33' 32"W	No. of Acres: 45
Field ID: YM 2-2007	Latitude: 32° 25' 32"N	Longitude: 113° 33' 32"W	No. of Acres: 20
Field ID: YM 2-2008	Latitude: 32° 25' 17"N	Longitude: 113° 33' 18"W	No. of Acres: 80
Field ID: YM 2-2009	Latitude: 32° 25' 17"N	Longitude: 113° 33' 10"W	No. of Acres: 80
Field ID: YM 2-2010	Latitude: 32° 25' 41"N	Longitude: 113° 33' 13"W	No. of Acres: 80
Field ID: YM 2-2011	Latitude: 32° 25' 41"N	Longitude: 113° 33' 46"W	No. of Acres: 80
Field ID: YM 2-30	Latitude: 32° 37' 33"N	Longitude: 114° 5' 49"W	No. of Acres: 137.7

# Cullison Farms Tacna Fields





SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

June 8, 2008

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: Director of Finance/Administration

SUBJECT: ADOPTION OF THE SAN ELIJO JOINT POWERS AUTHORITY FISCAL YEAR  
2009-10 BUDGET, INVESTMENT POLICY, AND APPOINTMENT OF SEJPA  
TREASURER

RECOMMENDATION

It is recommended that the Board of Directors:

1. Adopt Resolution No. 2009-05, entitled Resolution Approving the San Elijo Joint Powers Authority Operating and Capital Improvement Budgets for Fiscal Year 2009-10 with the recommended changes identified in this report;
2. Adopt Resolution No. 2009-06, Approving the San Elijo Joint Powers Authority Investment Policy and Guidelines and Appointment of SEJPA Treasurer; and
3. Discuss and take action as appropriate.

DISCUSSION

The Fiscal Year (FY) 2009-10 budget was presented to the Board of Directors during the May 2009 Board meetings for discussion. At that meeting, staff was directed to make changes to the recommended budget, provide the changes to the Member Agencies, and to return it to the Board of Directors at the June 2009 board meeting.

Staff has made cost reductions in the areas of labor and in supplies and services that reduce the overall operating budget by \$58,310. The new recommended FY 2009-10 operating budget for the wastewater fund is \$5,614,870, which is \$49,000 less than originally recommended. The new recommended FY 2009-10 operating budget for the water reclamation fund is \$1,818,935, which is \$9,310 less than originally recommended. The FY 2009-10 appropriations for capital projects are \$8,740,000, which is unchanged from the original budget.

For the City of Encinitas, the cost for all programs has decreased from -2.7% to -2.9%. For the City of Solana Beach, the cost for all programs has been reduced by 0.6%, from an increase of 1.7% to 1.1%. The Equivalent Dwelling Unit (EDU) cost for wastewater services has dropped from \$161.82, a 2.27% increase from a year ago, to \$159.61, a 0.87% increase from a year ago. These changes are summarized in Exhibit A. The exhibit presents the original recommendations and identifies the proposed changes to the recommended budget. The Revenue Summary and detail pages identify savings for each member agency as a result of the changes to the recommended budget.

These proposed changes have been distributed to Member Agency staff, and no additional changes have been requested.

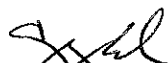
## INVESTMENT POLICY

State law requires that the Investment Policy be reviewed and adopted annually. The current policy allows for investment in the State Local Agency Investment Fund (LAIF) and the San Diego County Investment Pool. These two tools have been the basis of all investment activity since the SEJPA became independent from the County of San Diego. In addition, State law requires that a SEJPA Treasurer be appointed annually. The current SEJPA Treasurer is the Director of Finance/Administration, Gregory Lewis.

It is therefore recommended that the Board of Directors:

1. Adopt Resolution No. 2009-05, entitled Resolution Approving the San Elijo Joint Powers Authority Operating and Capital Improvement Budgets for Fiscal Year 2009-10 with the recommended changes identified in this report;
2. Adopt Resolution No. 2009-06, Approving the San Elijo Joint Powers Authority Investment Policy and Guidelines and Appointment of SEJPA Treasurer; and
3. Discuss and take action as appropriate.

Respectfully submitted,



\_\_\_\_\_  
Gregory Lewis  
Director of Finance/Administration

- Exhibit A: Budget Changes
- Attachment 1: Resolution No. 2009-05, "Resolution Approving the San Elijo Joint Powers Authority Operating and Capital Improvement Budgets for Fiscal Year 2009-10"
- Attachment 2: Resolution No. 2009-06, "Resolution Approving the San Elijo Joint Powers Authority Investment Policy and Guidelines and Appointment of SEJPA Treasurer"

# **EXHIBIT A**

## O & M BUDGET

- Wastewater treatment, water reclamation, laboratory, ocean outfall and pump stations
- Operations Budget up ~~\$157,080 (3.2%)~~  
98,770 (2.0%)
  - Member Agency Cost Allocation
    - Encinitas increase ~~2.8%~~ 2.1%
    - Solana Beach increase ~~4.6%~~ 0.1%
  - Non-member Cost Allocation
    - Wastewater related increase ~~4.6%~~ 0.1%
    - Water reclamation related increase ~~6.2%~~ 5.7%

## TOTAL MEMBER CONTRIBUTIONS

- Operations/Debt Service/Capital
  - Total cost for each member agency including operations & maintenance, capital improvement projects and debt service
    - Encinitas decrease ~~2.7%~~ 2.9%
    - Solana Beach increase ~~4.7%~~ 1.1%

**SAN ELIJO JOINT POWERS AUTHORITY**  
**FUND SUMMARY**

DESCRIPTION	WASTE- <sup>3</sup> WATER TREATMENT	WATER RECLAMATION	CAPITAL PROJECTS	SRF RESERVE	CAPITAL PROJECT RESERVE	ALL FUNDS
Estimated Revenues	\$5,663,870	\$1,932,622	\$7,830,000	\$0	\$0	\$15,426,492
Appropriations <sup>1</sup>	\$5,614,870					15,377,492
	<u>5,663,870</u>	<u>1,828,246</u>	<u>8,740,000</u>			<u>16,232,116</u>
Amount to be Funded to Reserves	5,614,870	1,818,935				16,173,805
		404,377				404,377
Transfers to Capital Projects		113,687				113,687
		(910,000)	910,000			0
Capital Project Reserve <sup>2</sup>					75,000	75,000
Funding SRF Reserve						0
<b>Increase/Decrease in Fund Balance</b>	\$0	<del>(\$805,623)</del>	\$0	\$0	\$75,000	<del>(\$730,623)</del>
		<u>(\$796,313)</u>				<u>(\$721,313)</u>

1. Appropriations include cost of operations and debt service.
2. Capital reserve to replace the process and conveyor system in the biosolids building.
3. Appropriations include Wastewater Treatment, Laboratory Services, Ocean Outfall, and Pump Station operations, plus Debt Service.

**SAN ELIJO JOINT POWERS AUTHORITY**  
**CHANGES IN FUND BALANCE**

DESCRIPTION	WASTE- WATER TREATMENT	WATER RECLAMATION	SRF <sup>2</sup> RESERVE	CAPITAL <sup>3</sup> PROJECT RESERVE	ALL FUNDS
Fund Balance, Beginning of year <sup>1</sup>	\$300,000	\$2,330,587	\$630,000	\$284,493	\$3,545,080
Increase/(Decrease) in Fund Balance	0	(805,623) (796,313)	0	75,000	(730,623) (721,313)
<b>Fund Balance, End of year</b>	<u>\$300,000</u>	<u>\$1,524,964</u> \$1,534,274	<u>\$630,000</u>	<u>\$359,493</u>	<u>\$2,814,457</u> <u>\$2,823,767</u>

1. The Wastewater Treatment Fund includes a \$300,000 reserve for self-insurance.  
 The Water Reclamation Fund includes federal grant funding recouped in Fiscal Year 2001-02.
2. The SRF Reserve Fund required ten years funding of \$63,000 per year and is fully funded
3. This reserve consists of \$59,493 in the digester reserve and \$300,000 in the biosolids facility reserve (inclusive of this year).

**SAN ELIJO JOINT POWERS AUTHORITY  
COST SUMMARY**

<b>OPERATING COSTS</b>	<b>2006-07 ACTUAL</b>	<b>2007-08 ACTUAL</b>	<b>2008-09 ESTIMATED ACTUAL</b>	<b>2008-09 ADOPTED BUDGET</b>	<b>2009-10 RECOMMENDED BUDGET</b>
Personnel	\$2,050,410	\$2,110,719	\$2,274,781	\$2,351,105	<del>\$2,492,960</del> \$2,451,450
Supplies and Services	1,742,143	1,781,740	2,190,522	2,321,375	2,333,640 2,316,840
Capital Outlay	35,620	72,279	37,800	38,000	43,000
Contingency	9,515	81,111	142,000	199,480	197,440
<b>TOTAL OPERATING COST</b>	<u>\$3,837,688</u>	<u>\$4,045,849</u>	<u>\$4,645,103</u>	<u>\$4,909,960</u>	<u>\$5,067,040</u> <u>\$5,008,730</u>
<b>CAPITAL COST</b>	\$591,795	\$636,568	\$1,796,394	\$1,055,000	\$8,740,000
<b>SRF DEBT SERVICE</b>	834,675	834,675	834,675	834,675	834,675
<b>SDCWA DEBT SERVICE</b>	12,597	0	0	0	0
<b>LEUCADIA WASTEWATER</b>	95,926	0	0	0	0
<b>BOND DEBT SERVICE</b>	1,527,509	1,531,948	1,598,300	1,598,300	1,590,400
<b>TOTAL</b>	<u>\$6,900,190</u>	<u>\$7,049,040</u>	<u>\$8,874,472</u>	<u>\$8,397,935</u>	<u>\$16,232,115</u> <u>\$16,173,805</u>

**SAN ELIJO JOINT POWERS AUTHORITY**  
**SUMMARY DETAIL**

OPERATING COSTS	2006-07 Actual	2007-08 Actual	2008-09 Estimated Actual	2008-09 Budget	2009-10 Recommended	% Change
<b>Personnel</b>						
Actual Direct Salaries and Wages	\$1,559,556	\$1,577,511	\$1,592,540	\$1,661,586	\$1,778,799	7.1%
Medicare Tax	22,374	22,868	24,870	23,770	<del>24,578</del> 24,144	4.9% 1.6%
State Unemployment Tax	6,944	8,865	5,030	8,470	8,491	0.2%
Standby Pay	11,267	12,656	27,370	12,492	12,509	0.1%
Overtime Pay	27,753	32,284	31,450	25,000	46,002	84.0%
Dental	14,558	13,094	14,540	15,430	15,434	0.0%
Employee Assistance Program	4,247	3,847	4,200	4,999	5,000	0.0%
Life Insurance/Disability	12,853	14,605	15,790	17,810	<del>22,490</del> 22,423	26.3% 25.9%
Workers Comp. Insurance	12,865	22,679	27,731	36,008	33,000	-8.4%
Medical Insurance - PERS	81,402	91,062	177,760	177,491	177,489	0.0%
Retirement Plan - PERS	233,039	247,799	282,630	286,490	<del>288,300</del> 283,227	0.6% -1.1%
Deferred Comp-employer	54,200	54,551	58,630	65,560	<del>67,880</del> 66,693	3.5% 1.7%
Uniforms	1,308	1,646	2,180	3,500	3,800	8.6%
Payroll Processing Fee	3,020	4,132	4,370	4,500	4,500	0.0%
Employee Reward Program	5,024	3,120	5,690	7,999	5,000	-37.5%
<b>Total Personnel</b>	<b>\$2,050,410</b>	<b>\$2,110,719</b>	<b>\$2,274,781</b>	<b>\$2,351,105</b>	<b>\$2,492,960</b>	<b>6.0%</b>
					<b>\$2,451,450</b>	<b>4.3%</b>
<b>Supplies and Services</b>						
Board Expense	\$458	\$312	\$2,600	\$4,200	<del>\$3,800</del> \$2,000	-9.5% -52.4%
Advertising	862	3,133	3,350	3,500	2,500	-28.6%
Bank Service Charges	2,766	5,689	2,500	2,500	2,500	0.0%
Dues & Memberships	18,358	15,842	17,640	20,300	18,800	-7.4%
Equipment Rental/Lease	1,585	4,170	10,500	9,700	8,300	-14.4%
Fees - Disposal	2,220	2,146	1,100	1,000	1,000	0.0%
Fees - Permits	36,695	43,974	38,390	50,580	45,000	-11.0%
Fees - Purveyor Admin	-	22,974	24,800	26,000	26,000	0.0%
Fines	-	-	9,000	-	-	-
Fuel	16,019	16,389	21,420	32,002	<del>31,500</del> 29,500	-1.6% -7.8%
Insurance - Liability	58,876	58,935	57,710	65,500	65,500	0.0%
Insurance - Auto	-	-	-	-	-	-
Insurance - Property	25,272	26,310	28,678	30,300	30,300	0.0%
Licenses	7,809	6,821	5,850	4,500	4,190	-6.9%
Postage/Shipping	2,022	2,249	2,870	2,600	2,800	7.7%
Preemployment Screening	127	779	550	596	600	0.7%
Printing	3,121	4,645	2,510	2,500	3,000	20.0%
Rent	742	1,084	6,184	3,500	3,500	0.0%
Repair Parts Expense	120,694	128,196	172,490	176,500	181,300	2.7%
Seminars/Education	11,997	13,652	18,870	17,500	16,500	-5.7%
Training	4,080	4,550	4,810	6,000	6,000	0.0%
Training - Safety	-	-	3,700	5,651	6,000	6.2%
Minor Equip - Shop & Field	8,045	587	5,880	6,000	6,000	0.0%
Retrofit Expenses	15,995	27,375	43,840	45,000	45,000	0.0%
Insurance - Claims Against	-	-	-	-	-	-
Services - Accounting	11,580	16,850	17,450	18,000	18,000	0.0%
Services - Sludge Hauling	142,897	145,770	152,030	159,000	159,000	0.0%
Services - Grit & Screening	8,810	16,272	14,990	29,000	29,000	0.0%
Services - Engineering	26,101	9,008	55,830	34,000	65,000	91.2%
Services - Lobbying	-	-	-	-	30,000	-
Services - Janitorial	11,076	11,665	10,590	12,000	12,000	0.0%
Services - Landscape	20,604	22,875	21,280	23,000	23,500	2.2%

continued next page



**SAN ELIJO JOINT POWERS AUTHORITY**  
**SUMMARY DETAIL**

OPERATING COSTS	2006-07	2007-08	2008-09	2008-09	2009-10	%
	Actual	Actual	Estimated Actual	Budget	Recommended	Change
<i>continued from previous page</i>						
Services - Legal	\$56,605	\$75,763	\$55,740	\$82,000	\$68,000	-17.1%
Services - Maintenance	17,588	36,125	30,520	26,000	28,250	8.7%
Services - Testing	9,906	5,749	3,220	8,500	7,500	-11.8%
Services - Uniforms	4,255	3,849	4,350	3,500	3,500	0.0%
Services - Alarm	6,357	8,961	8,510	12,000	12,000	0.0%
					9,000	-25.0%
Services - Laboratory	39,010	34,122	158,480	173,500	95,000	-45.2%
Services - Grease & Scum	24,421	31,036	26,450	36,000	32,014	-11.1%
Services - Medical	1,892	1,567	1,130	2,550	2,536	-0.5%
Services - Professional	2,200	5,343	25,490	17,000	25,000	47.1%
Services - Fire Control	-	-	-	-	20,000	
					10,000	
Services - Other	14,139	15,182	17,020	15,000	15,000	0.0%
Subcontractors	36,578	32,435	48,060	70,000	65,000	-7.1%
Subscriptions	363	351	80	500	500	0.0%
Subsistence - Meals	2,083	2,001	2,270	3,900	3,750	-3.8%
Subsistence - Travel/Rm & Bd	8,162	5,674	9,090	10,500	9,500	-9.5%
Supplies - Chemicals	5,782	10,102	11,100	10,000	14,000	40.0%
Supplies - Chem - Ferric	30,889	29,162	30,890	34,000	36,000	5.9%
Supplies - Chem - Polymer	40,749	45,888	39,970	50,500	46,000	-8.9%
Supplies - Chem - Sod. Hypo.	36,871	49,278	82,790	65,000	86,000	32.3%
Supplies - Chem - Odor Control	75,542	30,713	60,050	80,000	73,000	-8.8%
Supplies - Office	7,927	6,865	12,010	12,250	11,500	-6.1%
Supplies - Shop & Field	12,803	15,196	20,980	24,000	24,000	0.0%
Supplies - Janitorial	1,163	1,828	2,280	2,000	2,000	0.0%
Supplies - Lab	17,314	18,637	22,110	18,500	24,000	29.7%
Supplies - Safety	-	-	1,780	2,500	2,500	0.0%
Utilities - Gas & Electric	576,429	551,235	617,130	606,500	627,500	3.5%
Utilities - Internet	4,322	4,226	4,300	6,997	7,000	0.0%
Utilities - Telephone	18,630	19,894	15,870	20,000	20,000	0.0%
Utilities - Trash	2,064	2,157	2,200	3,000	3,000	0.0%
Utilities - Water	109,804	108,809	101,020	93,500	97,000	3.7%
Utilities - Water - Blend	-	-	-	-	-	
Utilities - Water - Supplemental	8,299	12,015	8,210	30,000	15,000	-50.0%
Vehicle Maintenance	11,185	5,325	10,010	10,749	11,000	2.3%
<b>Total Supplies and Services</b>	<b>\$1,742,143</b>	<b>\$1,781,740</b>	<b>\$2,190,522</b>	<b>\$2,321,375</b>	<b>\$2,333,640</b>	<b>0.5%</b>
					<b>\$2,316,840</b>	<b>-2.0%</b>
<b>Capital Outlay</b>	<b>\$35,620</b>	<b>\$72,279</b>	<b>\$37,800</b>	<b>\$38,000</b>	<b>\$43,000</b>	<b>13.2%</b>
<b>Contingency</b>	<b>\$9,515</b>	<b>\$81,111</b>	<b>\$142,000</b>	<b>\$199,480</b>	<b>\$197,440</b>	<b>-1.0%</b>
<b>TOTAL OPERATING COSTS</b>	<b>\$3,837,688</b>	<b>\$4,045,849</b>	<b>\$4,645,103</b>	<b>\$4,909,960</b>	<b>\$5,067,040</b>	<b>3.2%</b>
					<b>\$5,008,730</b>	<b>2.0%</b>

**SAN ELIJO JOINT POWERS AUTHORITY**  
**REVENUE SUMMARY**

REVENUE SOURCE	2006-072 ACTUAL	2007-08 ACTUAL	2008-09 ESTIMATED ACTUAL	2008-09 ADOPTED BUDGET	2009-10 RECOMMENDED BUDGET	
City of Encinitas	\$2,420,385	\$2,259,614	\$2,801,215	\$2,971,526	\$2,908,662	-2.12%
City of Solana Beach	2,223,796	2,116,175	2,506,413	2,636,478	\$2,886,332	-2.87%
Rancho Santa Fe CSD	324,262	296,080	309,072	317,983	2,681,993	4.73%
City of Escondido	208,527	206,797	432,118	477,926	2,665,761	1.11%
Laboratory Services	51,007	39,259	42,055	42,055	334,408	5.17%
Water Reclamation Revenues	1,602,919	1,672,653	1,760,020	1,767,025	332,212	4.47%
T Mobile License	0	20,400	21,012	21,012	472,229	-1.19%
Other Revenue	12,251	5,418	0	0	466,987	-2.29%
CEC Loan Proceeds	0	397,106	796,394	0	0	
SRF Loan Proceeds	0	0	0	0	7,000,000	
Interest on Wastewater Ops.	120,613	82,162	42,000	45,000	30,000	
Interest on Water Reclamation	145,806	145,483	98,000	80,000	60,000	
Subtotal	<u>\$7,109,565</u>	<u>\$7,241,147</u>	<u>\$8,808,299</u>	<u>\$8,359,005</u>	<u>\$15,426,492</u>	
Water Reclamation Reserves <sup>1</sup>	(134,375)	(117,107)	66,173	38,930	15,380,492	
Funds to Digester Reserve	0	(16,700)	0	0	805,623	
Funds to Digester Reserve	(75,000)	(58,300)	0	0	0	
<b>TOTAL REVENUE</b>	<u>\$6,900,190</u>	<u>\$7,049,040</u>	<u>\$8,874,472</u>	<u>\$8,397,935</u>	<u>\$16,232,115</u>	
					\$16,186,115	

1. From FY98-99 through FY07-08 capital projects cost includes \$63,000 for SRF Reserve. Up through FY01-02 the reserve was funded by each member agency, 2002-03 and beyond the reserve was funded by Water Reclamation unrestricted reserves. ( ) reflects increase in reserves.
2. FY06-07 include payments of \$95,926 to Leucadia Wastewater District from the Water Reclamation reserves.

**SAN ELIJO JOINT POWERS AUTHORITY**  
**REVENUE DETAIL**  
**CITY OF ENCINITAS**

REVENUE SOURCE	2006-07 ACTUAL	2007-08 ACTUAL	2008-09 ESTIMATED ACTUAL	2008-09 ADOPTED BUDGET	2009-10 RECOMMENDED BUDGET	
Wastewater Treatment <sup>1</sup>	\$1,061,535	\$1,077,230	\$1,174,958	\$1,207,479	\$1,261,747	4.49%
					\$1,248,052	3.36%
Interest Income Credit	(60,306)	(41,081)	(21,000)	(22,500)	(15,000)	-33.33%
RSF Rental Credit <sup>2</sup>	(64,496)	(64,496)	(64,496)	(64,496)	(64,496)	0.00%
T Mobile License	0	(10,200)	(10,506)	(10,506)	(10,821)	3.00%
Other Income Credit	(6,126)	(2,709)	0	0	0	
Subtotal	<u>\$930,608</u>	<u>\$958,744</u>	<u>\$1,078,956</u>	<u>\$1,109,977</u>	<u>\$1,171,430</u>	5.54%
					1,157,735	4.30%
Laboratory Services <sup>3</sup>	143,206	154,213	174,135	183,025	178,951	
Ocean Outfall <sup>4</sup>	18,298	24,902	29,597	33,233	32,956	
Cardiff Sanitary Divison <sup>5</sup>	196,647	194,799	217,419	257,590	255,550	
Encinitas Sanitary Division <sup>5</sup>	127,853	103,028	108,252	139,970	135,990	
City of Encinitas	13,489	14,701	22,623	32,260	32,040	
2003 Revenue Bonds	715,411	714,642	747,200	747,200	741,800	
Capital Projects <sup>6</sup>	274,873	94,585	423,033	468,271	351,310	
<b>TOTAL REVENUE</b>	<u>\$2,420,385</u>	<u>\$2,259,614</u>	<u>\$2,801,215</u>	<u>\$2,971,526</u>	<u>\$2,908,662</u>	-2.12%
					\$2,886,332	-2.87%

1. Treatment costs are based on 2008 average influent flows. For Encinitas, average flow was 1.558 mgd; Solana Beach was 1.343 mgd; Rancho Santa Fe was 0.134 mgd. Encinitas and Solana Beach contribution calculated after Rancho Santa Fe cost subtracted.
2. Rancho Santa Fe Rental Credit based on capacity use agreement between Encinitas, Solana Beach, and Rancho Santa Fe.
3. Laboratory Services calculated based on 2008 average influent flows after outside laboratory services are subtracted.
4. Outfall costs are based on 2008 average effluent flows. For Encinitas, average flow was 1.013 mgd; Solana Beach was 0.874 mgd; Rancho Santa Fe was 0.087 mgd; Escondido was 11.15 mgd. Encinitas and Solana Beach contribution calculated after Rancho Santa Fe cost subtracted.
5. Cardiff Sanitary Division and Encinitas Sanitary Division are solely supported by the City of Encinitas.
6. Capital projects based on leased capacity. Encinitas 2.5 mgd, Solana Beach 2.5 mgd, and RSF 0.25 mgd. Outfall capital projects are based on owned or leased capacity: Encinitas 10%, Solana Beach 10%, RSF 1%, and Escondido 79%.

**SAN ELIJO JOINT POWERS AUTHORITY**  
**REVENUE DETAIL**  
**CITY OF SOLANA BEACH**

REVENUE SOURCE	2006-07 ACTUAL	2007-08 ACTUAL	2008-09 ESTIMATED ACTUAL	2008-09 ADOPTED BUDGET	2009-10 RECOMMENDED BUDGET	
Wastewater Treatment <sup>1</sup>	\$953,186	\$969,432	\$1,037,216	\$1,065,924	\$1,087,628	2.04%
Interest Income Credit	(60,306)	(41,081)	(21,000)	(22,500)	(15,000)	0.93%
RSF Rental Credit <sup>2</sup>	(64,496)	(64,496)	(64,496)	(64,496)	(64,496)	-33.33%
T Mobile License	0	(10,200)	(10,506)	(10,506)	(10,821)	3.00%
Other Income Credit	(6,126)	(2,709)	0	0	0	
Subtotal	<u>\$822,259</u>	<u>\$850,946</u>	<u>\$941,214</u>	<u>\$968,422</u>	<u>\$997,311</u>	2.98%
Laboratory Services <sup>3</sup>	128,589	138,781	153,721	161,568	154,256	1.76%
Ocean Outfall <sup>4</sup>	16,430	22,410	26,127	29,337	28,408	
Solana Beach Pump Stations <sup>5</sup>	190,056	217,855	247,449	289,300	296,860	
Storm Drain Sediment	0	0	1,169	5,880	5,820	
2003 Revenue Bonds	812,098	817,305	851,100	851,100	848,600	
Capital Projects <sup>6</sup>	254,364	68,878	285,633	330,871	346,310	
<b>TOTAL REVENUE</b>	<u>\$2,223,796</u>	<u>\$2,116,175</u>	<u>\$2,506,413</u>	<u>\$2,636,478</u>	<u>\$2,681,993</u>	1.73%
					<u>\$2,665,761</u>	1.11%

1. Treatment costs are based on 2008 average influent flows. For Encinitas, average flow was 1.558 mgd; Solana Beach was 1.343 mgd; Rancho Santa Fe was 0.134 mgd. Encinitas and Solana Beach contribution calculated after Rancho Santa Fe cost subtracted.
2. Rancho Santa Fe Rental Credit based on capacity use agreement between Encinitas, Solana Beach, and Rancho Santa Fe.
3. Laboratory Services calculated based on 2008 average influent flows after outside laboratory services are subtracted.
4. Outfall costs are based on 2008 average effluent flows. For Encinitas, average flow was 1.013 mgd; Solana Beach was 0.874 mgd; Rancho Santa Fe was 0.087 mgd; Escondido was 11.15 mgd. Encinitas and Solana Beach contribution calculated after Rancho Santa Fe cost subtracted.
5. Solana Beach Pump Stations are solely supported by the City of Solana Beach.
6. Capital projects based on leased capacity. Encinitas 2.5 mgd, Solana Beach 2.5 mgd, and RSF 0.25 mgd. Outfall capital projects are based on owned or leased capacity: Encinitas 10%, Solana Beach 10%, RSF 1%, and Escondido 79%.

# **ATTACHMENT 1**

**RESOLUTION NO. 2009-05**

**RESOLUTION APPROVING THE SAN ELIJO JOINT POWERS AUTHORITY  
OPERATING AND CAPITAL IMPROVEMENT BUDGETS  
FOR FISCAL YEAR 2009-10**

WHEREAS, the San Elijo Joint Powers Authority (SEJPA) General Manager has submitted for the consideration of the SEJPA Board of Directors proposed SEJPA Operations and Maintenance, and Capital Projects Budgets for Fiscal Year 2009-10;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN ELIJO JOINT POWERS AUTHORITY HEREBY RESOLVES AS FOLLOWS:

1. The Board of Directors has reviewed the proposed Operating Budgets and Capital Projects Budget and the funds included herein for the period of July 1, 2009 through June 30, 2010 and hereby finds that such budgets, as reviewed, are sound plans for the financing of required SEJPA operations and capital improvements during Fiscal Year 2008-09. Such budgets are hereby adopted.

San Elijo Operations and Maintenance Fund	\$ 5,614,870
San Elijo Water Reclamation Operating Fund	1,818,935
San Elijo Capital Projects Fund	<u>8,740,000</u>
Total	\$16,173,805

2. The Board of Directors authorizes carrying forward unexpended capital project appropriations and encumbered operating funds from the Fiscal Year 2009-10.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2009, by the following vote:

AYES: _____	Boardmembers:
NOES: _____	Boardmembers:
ABSENT: _____	Boardmembers:
ABSTAIN: _____	Boardmembers:

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Dave Roberts, Chairperson  
SEJPA Board of Directors

ATTEST:

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Michael T. Thornton, P.E.  
General Manager

## **ATTACHMENT 2**

**RESOLUTION NO. 2009-06**

**RESOLUTION APPROVING THE SAN ELIJO JOINT POWERS AUTHORITY  
INVESTMENT POLICY AND GUIDELINES AND  
APPOINTMENT OF SEJPA TREASURER**

WHEREAS, the San Elijo Joint Powers Authority (SEJPA) General Manager has submitted for the consideration of the SEJPA Board of Directors, the proposed SEJPA Investment Policy and Guidelines;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN ELIJO JOINT POWERS AUTHORITY HEREBY RESOLVES AS FOLLOWS:

1. The SEJPA Treasurer prepared an Investment Policy and Guidelines in 1996, attached hereto as Exhibit A and incorporated herein by reference as if set forth in full. In order to comply with prudent financial management practices, these guidelines are reviewed and approved on an annual basis in conjunction with the annual budget adoption.
2. The policy is intended to provide guidelines for the prudent investment of the SEJPA's temporary idle cash and outline the policies for maximizing the efficiency of the SEJPA's cash management system.
3. The investment goal is to enhance the economic condition of the SEJPA while insuring the safety of funds invested.
4. The assignment of \_\_ Gregory Lewis \_\_ as SEJPA Treasurer for the 2009-10 fiscal year.
5. The Board of Directors of the San Elijo Joint Powers Authority does hereby approve the Investment Policy and Guidelines attached hereto as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the San Elijo Joint Powers Authority, California, held on this \_\_\_\_ day of \_\_\_\_\_, 2009 by the following roll call vote:

AYES:	_____	Boardmembers:
NOES:	_____	Boardmembers:
ABSENT:	_____	Boardmembers:
ABSTAIN:	_____	Boardmembers:

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Dave Roberts, Chairperson  
SEJPA Board of Directors

ATTEST:

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Michael T. Thornton, P.E.  
General Manager



**EXHIBIT A  
TO  
RESOLUTION NO. 2009-06**

**SAN ELIJO JOINT POWERS AUTHORITY  
INVESTMENT POLICY AND GUIDELINES AND  
APPOINTMENT OF SEJPA TREASURER**

1. PURPOSE

This Statement is intended to provide guidelines for the prudent investment of the San Elijo Joint Powers Authority's (SEJPA) temporary idle cash, and outline the policies for maximizing the efficiency of the SEJPA's cash management system. The investment goal is to enhance the economic condition of the SEJPA while insuring the safety of funds invested.

2. OBJECTIVE

The SEJPA's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the SEJPA to invest funds to the fullest extent possible. The SEJPA attempts to obtain the highest yield on its investments consistent with the criteria established for safety and liquidity.

3. POLICY

The SEJPA Treasurer is responsible for investing the surplus funds in the SEJPA Treasury in accordance with the California Government Code, Sections 53600 et seq. and 53635 et seq. The SEJPA makes investments in accordance with California Government Code 53600.3, which states "all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

The three principal factors of safety, liquidity and yield are to be taken into consideration when making investment decisions.

- A) Safety. Safety and the minimizing of risk associated with investing refer to attempts to reduce the potential for loss of principal, interest or a combination of the two. The SEJPA invests only in those instruments that are considered very safe.
- B) Liquidity. Liquidity refers to the ability to convert an investment to cash promptly with a minimum risk of losing some portion of principal or interest. A portion of the portfolio should be maintained in liquid short-term securities which can be converted to cash if necessary to meet disbursement requirements.

- C) Yield. Yield is the average annual return on an investment based on the interest rate, price, and length of time to maturity. The SEJPA attempts to obtain the highest yield possible, provided that the basic criteria of safety and liquidity have been met.

#### 4. INVESTMENT INSTRUMENTS

The SEJPA may invest in the following instruments under the guidelines as provided herein:

- A) Local Agency Investment Fund (LAIF). Investment of funds in the California LAIF which allows the State Treasurer to invest through the Pooled Money Investment Account. Maximum investment is subject to state regulation.
- B) County of San Diego County Treasury. Investment of funds in the Treasury of the County of San Diego that allows the County Treasurer to invest through the Pooled Money Investment Account.

#### 5. SAFEKEEPING

All investments of the SEJPA shall have the San Elijo Joint Powers Authority as registered owner or shall be kept in the custody of the SEJPA or by a qualified safekeeping institution.

#### 6. INVESTMENT REPORTS

- A) The SEJPA Treasurer shall submit a monthly investment report to the SEJPA General Manager and SEJPA Board of Directors containing the following information:
- Financial institution
  - Type of investment
  - Amount of deposit
  - Rate of interest
- B) The SEJPA Treasurer shall annually render a Statement of Investment Policy to the SEJPA Board of Directors.

#### 7. INVESTMENT OF BOND FUNDS

In accordance with Government Code Section 53601, moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds . . . may be invested in accordance with the statutory provisions governing the issuance of those bonds, in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.

Therefore, investment of bond proceeds held in trust shall be invested in accordance with the indenture of trust by and between the San Elijo Joint Powers Authority and Union Bank of California, N.A., dated April 1, 2003. [Exhibit B (only pages 6 and 7 included)].

# **EXHIBIT B**

INDENTURE OF TRUST

by and between the

SAN ELIJO JOINT POWERS AUTHORITY

and

UNION BANK OF CALIFORNIA, N.A.  
as Trustee

Dated as of April 1, 2003

Relating to  
\$18,640,000  
San Elijo Joint Powers Authority  
2003 Refunding Revenue Bonds  
(San Elijo Wastewater Treatment Facilities)

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"Outstanding", when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 9.07) all Bonds theretofore executed, issued and delivered by the Authority under this Indenture except -

(a) Bonds theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation;

(b) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and

(c) Bonds in lieu of or in substitution for which other Bonds shall have been executed, issued and delivered pursuant to this Indenture or any Supplemental Indenture.

"Owner" or "Bond Owner", when used with respect to any Bond, means the person in whose name the ownership of such Bond shall be registered on the Registration Books.

"Permitted Investments" means any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein:

(a) Federal Securities;

(b) any of the following direct or indirect obligations of the following agencies of the United States of America and other entities: (i) direct obligations of the Export-Import Bank; (ii) certificates of beneficial ownership issued by the Farmers Home Administration; (iii) participation certificates issued by the General Services Administration; (iv) mortgage-backed bonds or pass-through obligations issued and guaranteed by the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Federal Housing Administration; (v) project notes issued by the United States Department of Housing and Urban Development; and (vi) public housing notes and bonds guaranteed by the United States of America;

(c) interest-bearing demand or time deposits (including certificates of deposit), in federal or State chartered savings and loan associations or in federal or State banks (including the Trustee), provided that: (i) in the case of a savings and loan association, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such savings and loan association shall be rated A or better by Moody's or S&P; and (ii) in the case of a bank, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such bank (or the unsecured obligations of the parent bank holding company of which such bank is the lead bank) shall be rated A or better by Moody's or S&P;

(d) commercial paper rated in the highest rating category by Moody's or S&P;

(e) obligations the interest on which is excludable from gross income pursuant to Section 103 of the Tax Code and which are either (a) rated A or better by Moody's or S&P, or (b) fully secured as to the payment of principal and interest by Federal Securities;

the deposit then required to be made by the Cities pursuant to the Loan Agreements, or (b) transferred on a pro rata basis, on the final Interest Payment Date, to the Cities to be used for any lawful purpose. Notwithstanding the foregoing provisions of this paragraph, however, no amounts shall be withdrawn from the Reserve Account and transferred to the Cities pursuant to this paragraph during any period in which an Event of Default shall have occurred and be continuing hereunder.

The Reserve Requirement may be satisfied by crediting to the Reserve Account a Qualified Surety Bond. Upon the deposit with the Trustee of a Qualified Surety Bond, the Trustee shall release moneys then on hand in the Reserve Account to the Cities on a pro rata basis (based upon the Cities' respective responsibility for debt service as of the date of the withdrawal), in an amount equal to the face amount of the Qualified Surety Bond.

**Section 4.03. Investments.** All moneys in any of the funds or accounts established with the Trustee pursuant to this Indenture shall be invested by the Trustee solely in Permitted Investments pursuant to the direction of the Authority given to the Trustee in advance of the making of such investments (and promptly confirmed in writing, as to any such direction given orally). In the absence of any such direction from the Authority, the Trustee shall invest any such moneys in Federal Securities or in money market funds described in clause (g) of the definition of Permitted Investments; provided, that Permitted Investments purchased with funds on deposit in the Reserve Account shall have an average aggregate weighted term to maturity not greater than five (5) years, unless such funds are invested in (i) Federal Securities, in which case the average aggregate weighted term to maturity may not be greater than ten (10) years, or (ii) an investment agreement approved by the Bond Insurer, in which case the term of the investment agreement may extend to the final maturity date of the Bonds. Permitted Investments purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account. Deficiencies in the amount on deposit in any fund or account resulting from a decline in market value shall be restored no later than the succeeding valuation date.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made. For purposes of acquiring any investments hereunder, the Trustee may commingle funds held by it hereunder upon the Request of the Authority. The Trustee or an affiliate may act as principal or agent in the acquisition of any investment and may impose its customary charges therefor. The Trustee shall incur no liability for losses arising from any investments made pursuant to this Section.

**Section 4.04. Valuation and Disposition of Investments.** (i) Except as provided in (ii) below, for the purpose of determining the amount in any fund or account, the value of Permitted Investments credited to such fund shall be valued annually at the market value thereof.

(ii) Permitted Investments (except investment agreements described in paragraph (h) of the definition of Permitted Investments) credited to the Reserve Account shall be valued by the Trustee as frequently as deemed necessary by the Bond Insurer by Written Request of the Members to the Trustee, but not less often than semi-annually, at the market value thereof, exclusive of accrued interest.

**Section 4.05. Payment Provisions Relating to Bond Insurance Policy.** If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Trustee, after making all transfers and deposits required under this Indenture, moneys sufficient to pay the principal of and interest on the Bonds due on such Payment Date, the Trustee shall give notice to the Bond Insurer and to its designated agent (if any) (the "Bond Insurer's Fiscal Agent") by telephone or telecopy of the

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

June 8, 2009

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: San Elijo Joint Powers Authority Mission & Vision Statements

RECOMMENDATION

It is recommended that the Board of Directors:

1. Provide staff direction on developing the agency's mission and vision statements; and
2. Discuss and take action as appropriate.

BACKGROUND

In January 2009, Jeff Freedman of Goates Consulting Group led the San Elijo Joint Powers Authority Board of Directors and management team through a strategic planning workshop. The goal of the workshop was to discuss strategic planning, draft a SEJPA vision statement, and create a foundation for future strategic planning efforts. From the workshop, the following draft vision statement as prepared:

**“We pursue innovative practices to produce clean water in an environmentally, socially, and fiscally responsible manner.”**

The Board of Directors requested management to work with staff to draft a mission statement for consideration by SEJPA Board of Directors at a future regularly scheduled board meeting.

DISCUSSION

Building from the groundwork developed at the January strategic planning workshop, the SEJPA management team conducted three workshops with staff to develop a draft mission statement. The workshops reviewed the value and purpose of strategic planning, highlighted challenges that face the wastewater and recycled water industry, and provided an opportunity to the employees to discuss organizational values that make the SEJPA a unique and special organization.

Working as a team, staff prepared a mission statement to complement the draft vision statement. The criteria used to develop the mission statement included:

- State the organization's purpose
- Reflect outcomes to be accomplished through the SEJPA's programs and services
- Reflect key values and guiding principles of the SEJPA
- Motivate those connected to our organization
- Facilitates focus and keeps us on course
- Be convincing and easy to grasp

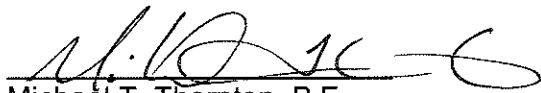
Staff developed two very similar mission statements for the Board of Directors' consideration.

- "Serving our community, we provide recycled water and wastewater services to protect our ocean's coastal environment and public health, today and tomorrow."
- "Serving our community, we provide recycled water and wastewater services to protect our ocean's coastal environment and public health for present and future generations."

It is therefore recommended that the Board of Directors:

1. Provide staff direction on finalizing the SEJPA's mission and vision statements; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager



SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

June 8, 2009

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: STATUS REPORT OF SEJPA EFFORTS ON WASTEWATER PUMP STATION  
CAPITAL IMPROVEMENT PROJECTS

RECOMMENDATION

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

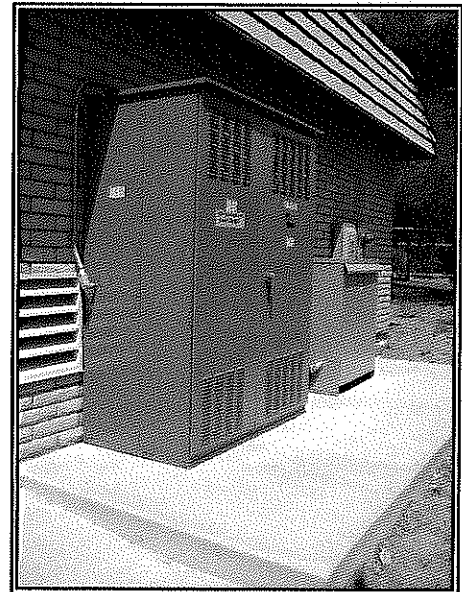
DISCUSSION

The SEJPA operates and maintains eight wastewater pump stations for the cities of Solana Beach and Encinitas and strives to ensure that these community assets are managed in the most cost-effective manner. As such, the SEJPA routinely identifies assets within the pump stations that require renovation or replacement and works with the member agencies to define and implement capital improvement projects. The following status reports are for the four active pump station capital improvement projects that the SEJPA is involved in.

*Cardiff Pump Station (PS) Generator and Electrical Improvements Project*

The Cardiff PS is located across from the San Elijo Water Reclamation Facility (SEWRF) on Manchester Avenue. The Cardiff PS Generator and Electrical Improvements Project was identified to replace an emergency back-up power generator that recently reached the end of its useful life and to replace an inefficient and aging electrical system.

The Cardiff PS Generator and Electrical Improvements Project was designed by Kennedy/Jenks and the construction contract was awarded to Saturn Electric in July 2008. SEJPA staff, in conjunction with Kennedy/Jenks Consultants, has provided all services associated with design and construction management for this project. The SEJPA is providing project management services and assisting in construction management of the project. Efforts include inspection of materials and construction for conformance to project specifications; facilitation of design review and construction progress meetings; acquisition of permits; coordination of shut-downs and tie-ins; coordination of



construction with SDG&E, San Dieguito Water District, County of San Diego Parks and Recreation Department, and City of Encinitas; and budget management. Construction is on budget and is anticipated to finish in July.

*Eden Gardens Pump Station (PS) Replacement*

The Eden Gardens PS is located at the corner of Valley Road and Highland Drive. The original Eden Gardens PS structure is nearly 50 years old, and, although it has served the community well, its operational capabilities do not meet current industry standards. The City of Solana Beach, in conjunction with the SEJPA, identified the most prudent course of action for the aging pump station would be to replace it with a new one. Based on this decision, the City of Solana Beach took the lead in planning and managing this effort.

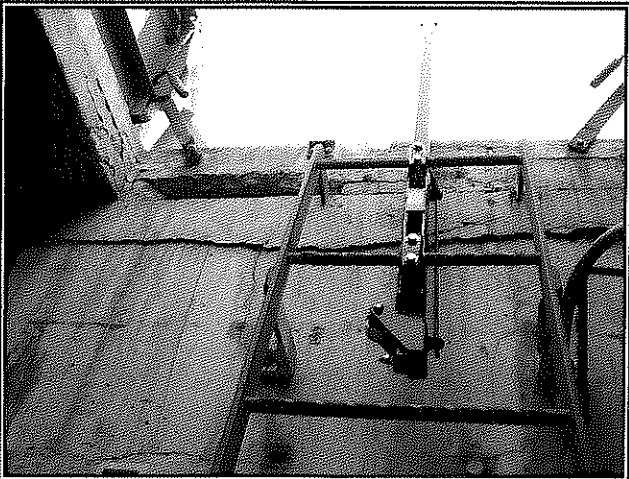


In 2004, the City retained the firm PBS&J to design the new pump station and requested that the SEJPA participate in the design process to integrate existing operational knowledge into the new design. This collaborative approach served the project well, as the final design received strong approval by both the owner (the City) and the contract operator (the SEJPA). The City Engineering Department also saved the project nearly a half million dollars by rejecting the first public bidding when the bids received exceeded the project budget, and then reviewed the design with PBSJ and the SEJPA to remove elements that were driving the bid cost high but did not provide justified value. The project was rebid in 2008 and the winning bid by TC Construction was well within the project budget.

Construction of the new station is in full swing and is anticipated to be ready for operation in December 2009. The City conducts regular project meetings to ensure the project stays on track and that problems can be identified early and resolved promptly. SEJPA staff attends these construction meetings, provides feedback on contractor submittals, evaluates proposed construction changes, coordinates operation of the existing pump station with ongoing construction, supervises shut-downs and tie-ins, and manages the SCADA integration contract between the City and DLT&V Systems Engineers. Once completed, the new pump station will be the most advanced station that the City owns and will be a clear reflection of the City's commitment to protecting the environment and responsibly managing their infrastructure assets.

*Fletcher Cove Pump Station (PS) Rehabilitation*

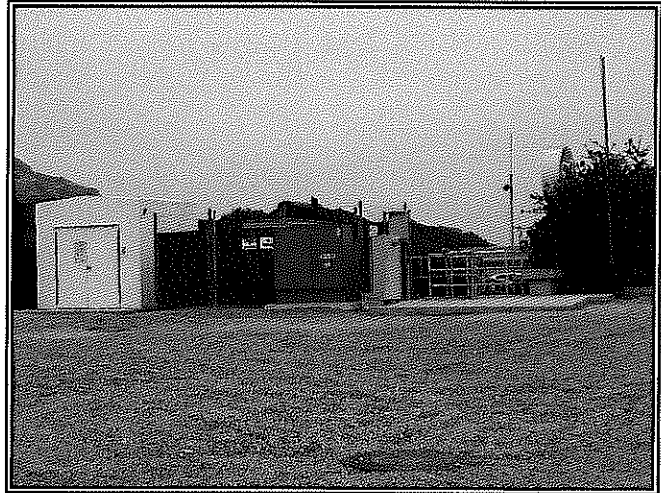
The Fletcher Cove PS is located in the Fletcher Cove Beach Park at the corner of Plaza and South Sierra. In July of 2008, SEJPA staff noticed significant cracking and spalling in the roof slab and upper pre-cast concrete tier of the Fletcher Cove PS. Subsequently, SEJPA staff coordinated with the City of Solana Beach to solicit bids from engineering firms to assess the damage and prepare plans for renovation of the Fletcher Cove PS.



After solicitations, Nolte Associates, Inc. was selected by the City and the SEJPA to design the Fletcher Cove PS renovation. Nolte has completed the design drawings, which have been reviewed and approved by the City and the SEJPA. Construction efforts are planned for fall 2009, after the summer beach crowds, to minimize construction noise and inconvenience to the public.

### *Olivenhain Pump Station (PS) Final Design*

The Olivenhain PS is located at 3101 Manchester Avenue. The Olivenhain PS is more than 30 years old and is a critical pump station for moving wastewater from the communities of Olivenhain, Rancho Santa Fe, and the northeastern area of the City of Solana Beach. The pump station is considered to have reached the end of its useful life and is scheduled for replacement. Although difficult to see in the photo of the station (right), the pump station extends two stories below ground. The electrical controls are located in the first level and the pump equipment in the second level. It is undesirable to have the electrical equipment below ground as the station would become inoperable if the station flooded. Also, this station has limited pumping redundancy and is not equipped with an emergency spill basin.



The City of Encinitas retained Kennedy/Jenks Consultants to design the new station and has requested that the SEJPA participate in the design process. This team approach was utilized for the successful completion of the replacement of the Moonlight Beach Pump Station.

The preliminary design report has been completed and the project is currently at the 50% design level. SEJPA staff assists the City and Kennedy/Jenks with obtaining field measurements, pump station operational data, reports, plans, as-built knowledge, and other needed information to develop the new design, as well as provide operational knowledge of the facility and assist with design development and review.

Respectfully submitted,

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General Manager